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 April 13, 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.

VIDEO

Posted this 9th day of April, 2021, prior to 6:30 PM

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1. **Call Meeting To Order**
2. **Roll Call**
3. **Minutes**

   A. Planning and Zoning Commission Meeting Minutes for February 9, 2021 (regular meeting), February 24, 2021 (workshop), March 9, 2021 (workshop) and March 23, 2021 (regular meeting).

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. Consent

A. Kyle 57 Subdivision Concept Plan (SUB-20-0154) 57.293 acres; 219 single family residential lots, 10 drainage/greenbelt lots, 1 commercial lot, 4 alley lots and 1 right-of-way for property located along south side of W. RM 150 and across from Dove Hollow Subdivision and Rocking M Road.

Staff Proposal to P&Z: Approve

B. Kyle 57 Subdivision Preliminary Plan (SUB-20-0155) 57.293 acres; 219 single family residential lots, 10 drainage/greenbelt lots, 1 commercial lot, 4 alley lots and 1 right-of-way for property located along south side of W. RM 150 and across from Dove Hollow Subdivision and Rocking M Road.

Staff Proposal to P&Z: Approve

C. Casetta Ranch Section 5 - Preliminary Plan (SUB-20-0158) 29.79 acres; 130 residential lots, 1 pocket park lot, 1 pond/open space lot, 2 drainage lots and 1 utility lot for property located off Bunton Lane, just east of Lehman Road.

Staff Proposal to P&Z: Approve

D. Great Hills Section 7 - Final Plat (SUB-19-0073) 24.15 acres; 74 residential lots for property located off of High Road/Railyard Drive, just west of Hwy. 21.

Staff Proposal for P&Z: Approve

6. Public Hearing

A. The Planning and Zoning Commission of the City of Kyle, Texas, will hold two public hearings for the purpose of receiving testimony, comments, and written evidence from the public regarding a comprehensive plan amendment to add Manufactured Home Subdivision Districts ‘M-2’ and ‘M-3’ to the ‘New Town Community District’ in the Comprehensive Plan, for a property located at 600 Bebee Road in the City of Kyle, Texas. (Hadsell Estate – Z-21-0075)

- Public Hearing (First of Two Public Hearings)

B. The Planning and Zoning Commission of the City of Kyle, Texas, will hold two public hearings for the purpose of receiving testimony, comments, and written evidence from the public regarding a Comprehensive Plan Future Land Use Map amendment to reclassify approximately 20 acres of land from ‘Farm District’ to ‘Regional Node District’ and the remaining approximately 87 acres of land from ‘Farm District’ to the ‘New Settlement District’ for property located at the north corner of the intersection at SH-21 and E FM 150. (FM 812, LLC - JD’s Market)

- Public Hearing (First of Two Public Hearings)

7. Consider and Possible Action

A. Consider a request by RR HPI, LLC (Z-21-0077) for the purpose of amending PUD documentation related to approximately 107.247 acres of land to allow impervious surfaces calculations for two or more lots within the 'PUD' that may be combined and considered as a whole, such that the impervious cover across the lots remains in accordance with the City of Kyle limits by district type for property located on Vista Ridge Dr. and Gateway Blvd., in Hays County, Texas.

- Public Hearing

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

Planning and Zoning Meeting Minutes

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Planning and Zoning Commission Meeting Minutes for February 9, 2021 (regular meeting), February 24, 2021 (workshop), March 9, 2021 (workshop) and March 23, 2021 (regular meeting).

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- February 9, 2021 - Regular Meeting
- February 24, 2021 - Workshop
- March 9, 2021 - Workshop
- March 23, 2021 - Regular Meeting

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 February 9, 2021 at 6:30 P.M. virtually with the following persons present:

Madam Chair, Michele Christie
Vice-Chair, Alex Guerra
Commissioner, Megan McCall
Commissioner, Paul Scheibmeir
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 6:32 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 JANUARY 12, 2021.

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

CITIZENS COMMENTS

Madam Chair Christie opened the citizens comment period at 6:33 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 6:33 P.M.

NOMINATION(S) AND ELECTION FOR VICE-CHAIR

Commissioner Scheibmeir nominated Commissioner Guerra. Commissioner Voss second the nomination. Commissioner Guerra accepted the nomination for Vice-Chair and all were in favor.

CONSENT

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.

Item # 1

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.

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.

PLUM CREEK UPTOWN CENTRAL PARK – FINAL PLAT (SUB-20-0164) 1.672 ACRES; 1 LOT FOR PROPERTY LOCATED APPROXIMATELY 580-FEET NORTH OF DOHERTY.

Vice-Chair Guerra moved to approve the consent agenda. Commissioner Harrell seconds the motion. All votes aye. Motion carried.

ZONING

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)

Madam Chair Christie called for comments for or against the request at 6:36 P.M. There were no comments. Madam Chair Christie closed the public hearing at 6:36 P.M.

Vice-Chair Guerra moved to approve the request. Commissioner McCall seconds the motion. All votes aye. Commissioners Christie, Guerra, Harrell, McCall and Scheibmeir vote aye. Commissioner Voss votes nay. Motion carried.

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

Commissioner Scheibmeir asked what the status of the DDR zoning that was denied by the Planning and Zoning Commission. Mr. Koontz, Director of Planning and Community Development stated that it was postponed by City Council and it will be heard at their meeting on February 16th.

STAFF REPORT

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

Mr. Koontz stated that the interviews for the P&Z vacancy took place and the position was offered and will be confirmed by City Council on February 16th.

The Planning and Zoning Commission will have a workshop on February 23rd to discuss a downtown plan.

Comprehensive Plan Amendment is stalled due to workload.

ADJOURN

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

The Planning and Zoning Commission regular called meeting adjourned at 6:48 P.M.

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Prepared by Debbie A. Guerra Madam Chair Michele Christie

WORKSHOP MEETING OF THE
PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of the City of Kyle, Texas met in a workshop meeting on February 24, 2021 at 6:30 P.M. virtually with the following persons present:

Madam Chair, Michele Christie
Vice-Chair, Alex Guerra
Commissioner, Megan McCall
Commissioner, Brandon James
Commissioner, Priscilla Harrell
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. Commissioners Scheibmeir was absent from roll call and Voss was absent from the workshop.

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.

PRESENTATION

PRESENTATION BY KYLE ESTATES WEST.

GENERAL DISCUSSION

DOWNTOWN REVIALIZATION PROJECT – DIRECTION FROM COUNCIL

Direction from City Council to review all permitted uses within the CBD-1 and CBD-2 Districts and present a recommendation to City Council.

FUTURE LAND USE MAP PROGRESS UPDATE

Mr. Koontz, Director of Planning and Community Development stated that the future land use map discussion will pick back up in March and will receive feedback from the public in April.

FUTURE LAND USE MAP AMENDMENT FOR JD'S MEAT MARKET

Mr. Koontz, Director of Planning and Community Development stated that this amendment will be brought forward to the Commission for their consideration/recommendation.

STAFF REPORT

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

Mr. Koontz stated that the regular meeting for March will be held on the 23rd and workshop will be held on the 9th.

Mr. Koontz asked the Commission if anyone was interested in attending a virtual training session for Introduction to Land Use.

ADJOURN

With no further business to discuss, Vice-Chair Guerra moved to adjourn. Commissioner James seconds the motion. All votes aye. Motion carried.

The Planning and Zoning Commission regular called meeting adjourned at 8:15 P.M.

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Prepared by Debbie A. Guerra Madam Chair Michele Christie

WORKSHOP MEETING OF THE
PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of the City of Kyle, Texas met in a workshop meeting on March 9, 2021 at 6:30 P.M. virtually with the following persons present:

Madam Chair, Michele Christie
Vice-Chair, Alex Guerra
Commissioner, Rebecca Voss
Commissioner, Brandon James
Commissioner, Priscilla Harrell
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. Commissioners Scheibmeir and McCall were absent.

CITIZENS COMMENTS

Madam Chair Christie opened the citizens comment period at 6:30 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.

GENERAL DISCUSSION

CONTINUED DISCUSSION REGARDING THE DOWNTOWN REVITALIZATION PROJECT.

The commission discussed what each of them would like to see downtown and polled some citizens for their thoughts of how to create foot traffic in downtown.

Next workshop the Commission will look at the permitted uses line by line in CBD-1 and CBD-2 districts.

ADJOURN

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

The Planning and Zoning Commission regular called meeting adjourned at 8:05 P.M.

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Prepared by Debbie A. Guerra Madam Chair Michele Christie

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 March 23, 2021 at 6:30 P.M. virtually with the following persons present:

Madam Chair, Michele Christie
Vice-Chair, Alex Guerra
Commissioner, Megan McCall
Commissioner, Paul Scheibmeir
Commissioner, Brandon James
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 6:31 P.M.

ROLL CALL OF COMMISSION

Madam Chair Christie called for roll call. Commissioner Harrell was absent.

CITIZENS COMMENTS

Madam Chair Christie opened the citizens comment period at 6:32 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 6:33 P.M.

CONSENT

SUNSET RIDGE MANUFACTURED HOME PARK ESTABLISHING LOT 2, PHASE 2B – FINAL PLAT (SUB-20-0159) 28.236 ACRES; 83 LEASE PARCELS, 1 PRIVATE PARK, 8 DRAINAGE EASEMENTS AND 1 PRIVATE STREET AND UTILITY EASEMENT LOCATED OFF OF SPLIT RAIL PARKWAY.

SUNSET RIDGE MANUFACTURED HOME PARK ESTABLISHING LOT 2, PHASE 2C – FINAL PLAT (SUB-20-0160) 21.343 ACRES; 91 LEASE PARCELS, 4 DRAINAGE EASEMENTS, 1 PRIVATE STREET AND UTILITY EASEMENT LOCATED OFF OF SPLIT RAIL PARKWAY AND INSPIRATION DRIVE.

PLUM CREEK PHASE 1, SECTION 6F, RESUB OF LOT 3 (SUB-21-0166) 2.4273 ACRES; 4 COMMERCIAL LOTS FOR PROPERTY LOCATED ON THE SOUTHWEST CORNER OF KOHLER'S CROSSING AND BENNER ROAD.

STAGECOACH SUBDIVISION PHASE 3 – FINAL PLAT (SUB-20-0149) 22.251 ACRES; 88 SINGLE FAMILY LOTS, 1 WATER LINE LOT AND 1 DRAINAGE EASEMENT LOT FOR PROPERTY LOCATED EAST OF STAGECOACH ROAD AND WEST SCOTT STREET.

PLUM CREEK PHASE 2, SECTION 2 – PRELIMINARY PLAN (SUB-20-0152) 55.028 ACRES; 201 SINGLE FAMILY LOTS AND 16 OPEN SPACE LOTS LOCATED WITHIN THE 400 BLOCK OF KOHLER'S CROSSING.

BROOKS RANCH PHASE 1 – FINAL PLAT (SUB-20-0113) 21.574 ACRES; 57 SINGLE FAMILY LOTS, 1 PRIVATE PARK/AMENITY LOT, 1 OPEN SPACE LOT, 1 BUFFER LOT AND 2 D.E. & M.U.E. LOTS LOCATED OFF OF BROOKS RANCH DRIVE.

Vice-Chair Guerra moved to approve the consent agenda. Commissioner Voss seconds the motion. All votes aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

CONSIDER A REQUEST TO CONSTRUCT A CAR WASH WITH ASSOCIATED COVERED PARKING AREAS TO DETAIL VEHICLES, AND A DUMPSTER ENCLOSURE FOR PROPERTY LOCATED AT 18900 IH-35, APPROXIMATELY 600-FEET SOUTH OF THE INTERSECTION OF IH-35 AND KYLE CROSSING (IN FRONT OF HOME DEPOT) WITHIN THE I-35 OVERLAY DISTRICT. (SUDS DELUXE CAR WASH – CUP-21-0028)

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

ZONING

CONSIDER A REQUEST BY FM 158 LAND LTD (Z-21-0071) TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 66.245 ACRES OF LAND FROM AGRICULTURE 'AG' TO WAREHOUSE DISTRICT 'W' FOR PROPERTY LOCATED AT 24801 IH-35, IN HAYS COUNTY, TEXAS

Madam Chair Christie called for comments for or against the request at 6:47 P.M. There were no comments. Madam Chair Christie closed the public hearing at 6:47 P.M.

Vice-Chair Guerra moved to approve the request. Commissioner Voss seconds the motion. All votes aye. Motion carried.

CONSIDER A REQUEST BY WS LIVE OAK KYLE, LLC (Z-21-0072) TO REZONE APPROXIMATELY 14.08 ACRES OF LAND FROM SINGLE FAMILY-1 'R-1' TO TOWNHOME DISTRICT 'R-1-T' FOR PROPERTY LOCATED AT THE NORTH CORNER OF LIVE OAK STREET AND ST. ANTHONY'S DRIVE IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 6:57 P.M. Madam Chair Christie read comments she received from Judy McLarry and Richard Wendt not in favor of the request due to traffic/drainage. Madam Chair Christie closed the public hearing at 6:59 P.M.

Vice-Chair Guerra moved to approve the request. Commissioner Scheibmeir seconds the motion. Commissioners Christie, Guerra, Scheibmeir, McCall and James vote aye. Commissioner Voss votes nay. Motion carried.

CONSIDER A REQUEST BY ESTATE OF EVELYN FRANKE, ET AL (Z-21-0074) TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 12.9 ACRES OF LAND FROM AGRICULTURE 'AG' TO MIXED USE DISTRICT 'MXD' FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF PHILOMENA DRIVE AND BUNTON CREEK ROAD, IN HAYS COUNTY, TEXAS.

Madam Chair Christie called for comments for or against the request at 7:20 P.M. Evan Voight, Agent addressed the Commission and stated he was available to answer any questions. Madam Chair Christie closed the public hearing at 7:21 P.M.

Commissioner James moved to approve the request. Vice-Chair Guerra seconds the motion. All votes aye. Motion carried.

GENERAL DISCUSSION

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

Madam Christie stated she would like to see an amendment to the conditional use permit for the Planning and Zoning Commission approval when a business is altered within the conditional use overlays. Madam Christie also mentioned that she would like to meet in person for workshops, and Madam Chair Christie stated she spoke to Council Member Ellison and he stated that the Commission is tasked with reviewing CBD-1 and CBD-2 line by line and present their findings to City Council.

Commissioner McCall asked if there were any type of maintenance plan enforcement for downtown.

STAFF REPORT

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

Mr. Koontz stated that a Building Official has been hired and will free his schedule to work on unfinished projects with the Planning and Zoning Commission.

Normal meeting schedule will resume for April, regular meeting on April 13th and workshop on April 27th.

ADJOURN

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

The Planning and Zoning Commission regular called meeting adjourned at 7:52 P.M.

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Prepared by Debbie A. Guerra Madam Chair Michele Christie

CITY OF KYLE, TEXAS

Citizen Comment Information

Meeting Date: 4/13/2021
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

Kyle 57 Subdivision Concept Plan (SUB-20-0154)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Kyle 57 Subdivision Concept Plan (SUB-20-0154) 57.293 acres; 219 single family residential lots, 10 drainage/greenbelt lots, 1 commercial lot, 4 alley lots and 1 right-of-way for property located along south side of W. RM 150 and across from Dove Hollow Subdivision and Rocking M Road.

Staff Proposal to P&Z: Approve

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Concept Plan

PRELIMINARY PLAN FOR
KYLE 57

UTILITIES

WATER & WASTEWATER
CITY OF KYLE, TEXAS
520 E. RR. 150
KYLE, TX 78640
512.262.3024

GAS
CENTERPOINT ENERGY
PHONE: 1.800.752.8036

ELECTRIC
PEDERNALES ELECTRIC COOP
1510 RM 150 WEST
KYLE, TX 78640
512.262.2161

ONE-CALL
UTILITY LOCATING SERVICE
CONTRACTOR TO CALL BEFORE DIGGING!!!
PHONE: 1.800.245.4545

CONSULTANTS/CONTRACTORS

CIVIL ENGINEER
ATWELL, LLC.
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
CONTACT: CONNOR J. OVERBY, P.E., E.P.E.C
PHONE: 512.943.3500

SURVEYOR
ATWELL, LLC.
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
CONTACT: BRADY J. SCHUTZ, R.P.L.S.
PHONE: 512.943.3500

OWNER

MILESTONE COMMUNITY BUILDERS
9111 Jollyville Road, Suite 111
Austin, TX 78759

DEVELOPER

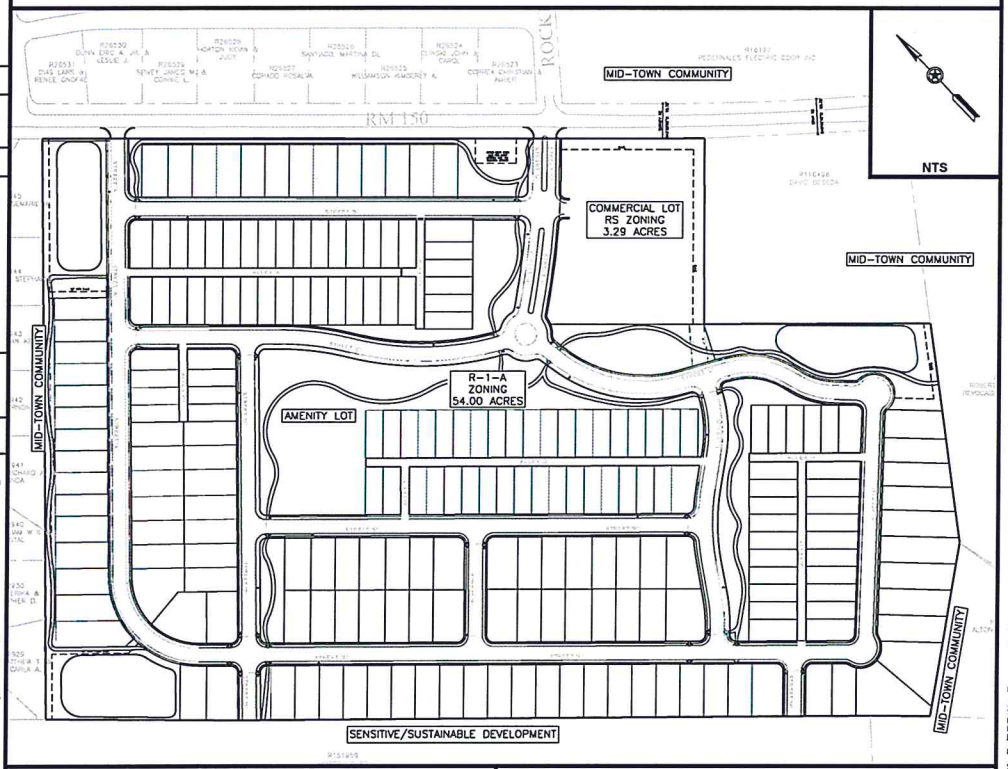
MILESTONE COMMUNITY BUILDERS
9111 Jollyville Road, Suite 111
Austin, TX 78759

LEGAL DESCRIPTION

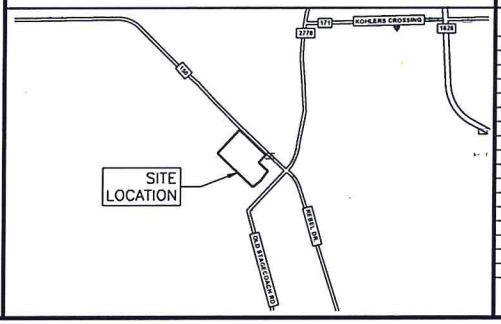
57.293 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS SURVEY, ABSTRACT 380 IN HAYS COUNTY, TEXAS AND BEING THE SAME LAND AS CALLED 57.260 ACRE TRACT DESCRIBED IN VOLUME 3416, PAGE 791, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T)

NOTES

1. THIS SITE IS LOCATED IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. THE SITE IS WITHIN THE BLANCO RIVER AND BUNTON BRANCH-PLUM CREEK WATERSHEDS DESIGNATED AS MID-TOWN COMMUNITY LAND USE AND WILL BE DEVELOPED IN ACCORDANCE WITH AN APPROVED DEVELOPMENT AGREEMENT BETWEEN THE OWNER AND CITY OF KYLE.
2. THIS SITE IS NOT LOCATED WITHIN THE TCEQ'S EDWARD'S AQUIFER RECHARGE ZONE. A PORTION OF THE SITE IS LOCATED WITHIN THE TCEQ'S EDWARDS AQUIFER CONTRIBUTING ZONE.
3. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
4. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
5. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT, THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
6. PER APPROVED PUD AGREEMENT:
   - THE MINIMUM FRONT SETBACK FOR LOTS UNDER SIXTY FEET (60') WIDE SHALL BE TEN FEET (10') AND MUNICIPAL UTILITY EASEMENTS LOCATED ON FRONT LOT LINES SHALL BE A MINIMUM OF TEN FEET (10') WIDE.
   - THE MINIMUM FRONT SETBACK FOR LOTS SIXTY FEET (60') WIDE OR GREATER SHALL BE TWENTY FEET (20')
   - THE MINIMUM SIDE SETBACK FOR LOTS UNDER SIXTY FEET (60') WIDE WITH DETACHED SINGLE-FAMILY STRUCTURES SHALL BE FIVE FEET (5') AND MUNICIPAL UTILITY EASEMENTS LOCATED ON SIDE LOT LINES SHALL BE A MINIMUM OF FIVE FEET (5') WIDE.
   - THE MINIMUM REAR SETBACKS FOR RESIDENTIAL LOTS WITH FRONT-LOADED DETACHED GARAGES SHALL BE FIVE FEET (5'). THE MINIMUM REAR SETBACK FOR ALL OTHER RESIDENTIAL LOTS SHALL BE TEN FEET (10').
   - THE MINIMUM SIDE SETBACK FOR DETACHED GARAGES CONSTRUCTED ON RESIDENTIAL LOTS SHALL BE ZERO FEET (0'). MUNICIPAL UTILITY EASEMENTS SHALL NOT BE REQUIRED ON SIDE LOT LINES FOR LOTS ON WHICH A DETACHED REAR GARAGE WILL BE CONSTRUCTED. DETACHED SINGLE-FAMILY LIVING STRUCTURES MUST COMPLY WITH SECTION 2(A)(7) ABOVE
   - ALL OTHER LOTS NOT MODIFIED TO PUD STANDARDS WILL HAVE 15' FRONT M.U.E., 5' SIDE M.U.E., AND 10' REAR M.U.E.
7. MUNICIPAL UTILITY EASEMENTS SHALL BE IN ACCORDANCE WITH CITY CODE, SECTION 41-141. A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT OF WAY.
8. SETBACKS ARE NOT SHOWN ON LOTS AND SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE OR AS PRESCRIBED IN THE ASSOCIATED DEVELOPMENT AGREEMENT.
9. SIDEWALKS IN FRONT OF RESIDENTIAL LOTS TO BE CONSTRUCTED WITH THE HOME CONSTRUCTION. SIDEWALKS IN FRONT OF OPEN SPACE/GREENBELT/COMMERCIAL LOTS TO BE CONSTRUCTED WHEN THE ADJOINING STREETS ARE CONSTRUCTED.
10. SIDEWALKS SHALL BE INSTALLED ON THE EAST AND WEST SIDE OF "STREET A", "STREET B", "STREET E", ON THE NORTH SIDE OF "STREET C", AND ON THE EAST SIDE OF "STREET C", UNLESS OTHERWISE SHOWN ON PLAN. TRAIL SIDEWALKS ARE SHOWN ON PLAN. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING 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. #430, ARTICLE V, SEC. 10).
11. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES 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.
12. THIS PROJECT IS LOCATED WITHIN THE HAYS CISD BOUNDARY.
13. 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 OWNER ASSOCIATIONS.
14. ONE CALL NOTE:CONTRACTOR MUST CALL THE CITY OF KYLE PUBLIC WORKS DEPARTMENT (512-262-3024) FOR LOCATION OF CITY UTILITIES.
15. NO OBSTRUCTIONS ARE TO BE PLACED WITHIN THE DRAINAGE EASEMENTS.
16. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83) TEXAS SOUTH CENTRAL (4204) ZONE.



VICINITY MAP



REVISION BLOCK

NO.	REVISION DESCRIPTION	REVISE (R) ADD (A) VOID (V), SHEET #	TOTAL # SHEETS	NET CHANGE IMP. COVER SQ. FT.	TOTAL SITE IMP. COVER SQ.FT./%	APPROVED/ DATE

SHEET LIST TABLE

#	Sheet Title
1	COVER SHEET
2	SURVEY BOUNDARY
3	TREE LIST
4	SITE PLAN
5	PREDEVELOPED DRAINAGE AREA MAP
6	DEVELOPED DRAINAGE AREA MAP
7	WATER PLAN
8	WASTEWATER PLAN
9	STORM SEWER PLAN

OWNERS: Milestone Community Builders
ADDRESS: 9111 Jollyville Road, Suite 111
Austin, TX 78759
PHONE: 512-843-2145 FAX:
ACREAGE: 57.293
SURVEY:
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): SEE SHEET FOR LAND USE TABLE
DATE: SEPTEMBER 17, 2020
SURVEYOR: ATWELL, LLC.
PHONE: (512) 904-0505 FAX:

SUBMITTED BY:

CONNOR J OVERBY, LICENSED PROFESSIONAL ENGINEER No. #108799 DATE

REVIEWED BY:

HAYS COUNTY, DIRECTOR OF TRANSPORTATION DATE

HAYS COUNTY, ESD #3 DATE

CITY OF KYLE ENGINEER DATE

CITY OF KYLE-DIRECTOR OF PUBLIC WORKS DATE

CONNOR J OVERBY 108799 03-15-2021

Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AS AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

NOTICE
CONSTRUCTION SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF OTHER STRUCTURES OR OF ANY OTHER PERSON.

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O. 512.904.0505
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
COVER SHEET

DATE: March 17, 2021

REVISIONS

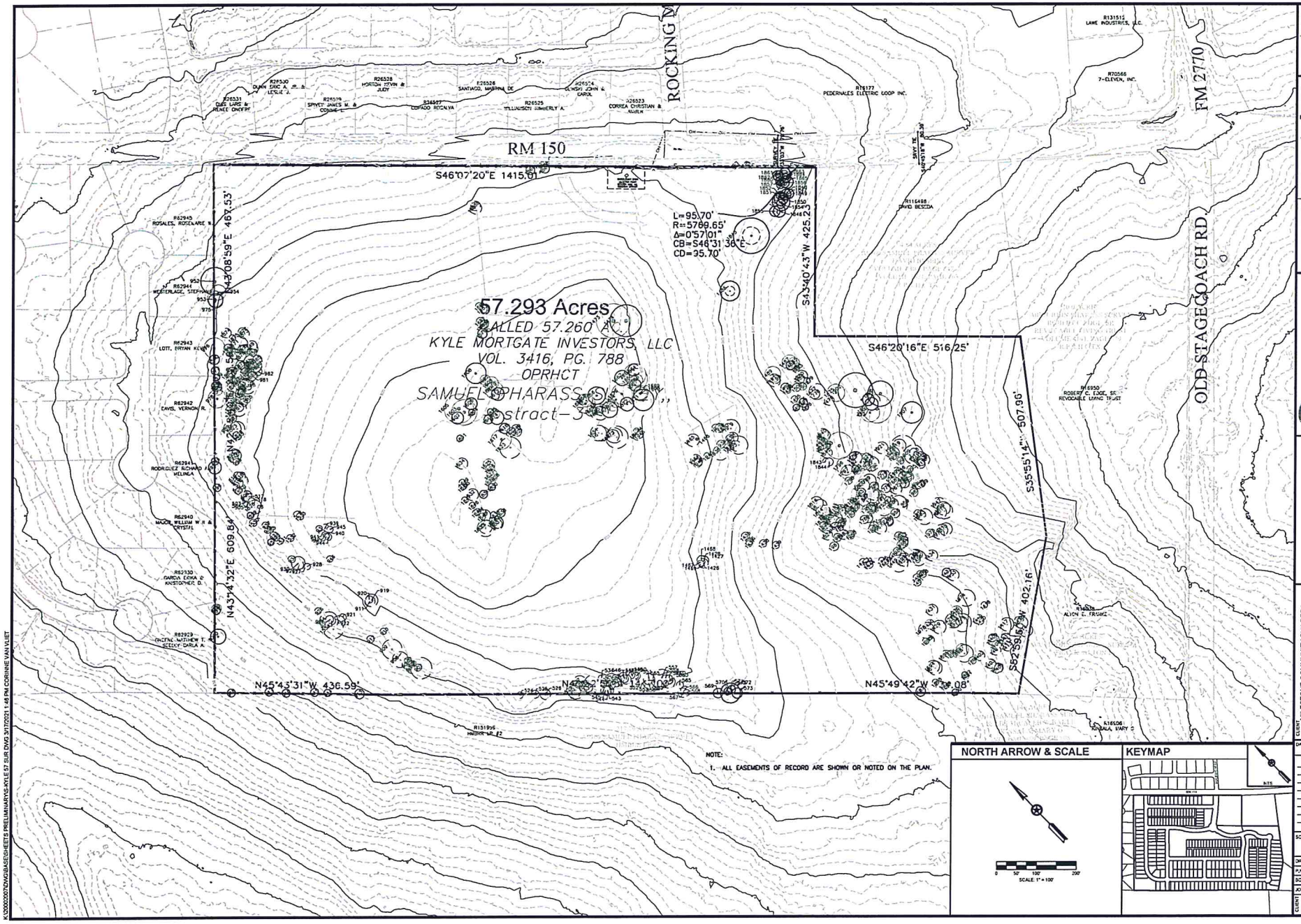
SCALE: 0

DR. CV. AA | CH. CO
P.M. CO
ROCK -
JOB P20020307

CLIENT 1 OF 9

K:\2020\2020\ND\GIS\BASES\SHEETS PRELIMINARY\S-KYLE 57 CVR.DWG 3/17/2021 1:48 PM CORINNE VAN VLIET

CAD FILE: SHEET 01 CVR.DWG



NOTE:

1. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAN.

NORTH ARROW & SCALE

SCALE: 1" = 100'

KEYMAP

Know what's below. Call before you dig.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER AND/OR ENGINEER SHALL NOT BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O: 512.328.2180 F: 512.328.0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS

KYLE 57

SURVEY BOUNDARY

DATE: March 17, 2021

REVISIONS

SCALE: 0

DR. CV, AA | CH. CD

P.M. CD

BOOK: –

JOB: P20002007

CLIENT: 2 OF 9

K:\2002007\DWG\BASESHEETS PRELIMINARY\S-KYLE 57 SUR.DWG 3/17/2021 1:46 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 SUR.DWG

Item # 3

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023212002	351	15" LIVE OAK	PROTECT
2023212003	352	16" LIVE OAK	PROTECT
2023730001	502	12" LIVE OAK	REMOVE
2023730002	503	8" LIVE OAK	REMOVE
2023730003	504	10" LIVE OAK	REMOVE
2023730004	505	13" LIVE OAK	REMOVE
2023730005	506	9" LIVE OAK	REMOVE
2023730006	507	14" LIVE OAK	REMOVE
2023730007	508	13" LIVE OAK	REMOVE
2023730008	509	15" LIVE OAK	REMOVE
2023730009	510	15" LIVE OAK	REMOVE
2023730010	511	10" LIVE OAK	REMOVE
2023730011	512	8" LIVE OAK	REMOVE
2023730012	513	19" LIVE OAK	REMOVE
2023730013	514	11" LIVE OAK	REMOVE
2023730014	515	8" LIVE OAK	REMOVE
2023730015	516	12" LIVE OAK	REMOVE
2023730016	517	9" LIVE OAK	REMOVE
2023730017	518	8" LIVE OAK	REMOVE
2023730018	519	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023930000	520	12" LIVE OAK	REMOVE
2023930001	521	17" LIVE OAK	REMOVE
2023930002	522	10" LIVE OAK	REMOVE
2023930003	523	17" LIVE OAK	REMOVE
2023930004	524	8" LIVE OAK	REMOVE
2023930005	525	10" LIVE OAK	REMOVE
2023930006	526	13" LIVE OAK	REMOVE
2023930007	527	16" LIVE OAK	REMOVE
2023930008	528	9" LIVE OAK	REMOVE
2023930009	529	23" LIVE OAK	REMOVE
2023930010	530	16" LIVE OAK	REMOVE
2023930011	531	12" LIVE OAK	REMOVE
2023930012	532	11" LIVE OAK	REMOVE
2023930013	533	27" LIVE OAK	REMOVE
2023930014	534	8" LIVE OAK	REMOVE
2023930015	535	12" LIVE OAK	REMOVE
2023930016	536	8" LIVE OAK	REMOVE
2023930017	537	15" LIVE OAK	REMOVE
2023930018	538	8" LIVE OAK	REMOVE
2024430001	539	15" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2024430002	540	11" LIVE OAK	REMOVE
2024430003	541	13" LIVE OAK	REMOVE
2024430004	542	11" LIVE OAK	REMOVE
2024430005	543	13" LIVE OAK	REMOVE
2024430006	544	10" LIVE OAK	REMOVE
2024430007	545	12" LIVE OAK	REMOVE
2024430008	546	10" LIVE OAK	REMOVE
2024430009	547	10" LIVE OAK	REMOVE
2024430010	548	12" LIVE OAK	REMOVE
2024430011	549	8" LIVE OAK	REMOVE
2024430012	550	8" LIVE OAK	REMOVE
2024430013	551	10" LIVE OAK	REMOVE
2024430014	552	10" LIVE OAK	REMOVE
2024430015	553	14" LIVE OAK	REMOVE
2024430016	554	9" LIVE OAK	REMOVE
2024430017	555	14" LIVE OAK	REMOVE
2024430018	556	14" LIVE OAK	REMOVE
2024430019	557	22" LIVE OAK	REMOVE
2024430020	558	8" LIVE OAK	REMOVE
2024430021	559	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814016	1490	10" LIVE OAK	REMOVE
2026814017	1491	16" LIVE OAK	REMOVE
2026814018	1492	11" LIVE OAK	REMOVE
2026814019	1493	9" LIVE OAK	REMOVE
2026814020	1494	9" LIVE OAK	REMOVE
2026814021	1495	8" LIVE OAK	REMOVE
2026814022	1496	9" LIVE OAK	PROTECT
2026814023	1497	8" LIVE OAK	PROTECT
2026814024	1498	8" LIVE OAK	PROTECT
2026814025	1499	11" LIVE OAK	PROTECT
2026814026	1500	10" LIVE OAK	REMOVE
2026814018	1514	13" CEDAR ELM	REMOVE
2026814019	1515	8" LIVE OAK	REMOVE
2026814020	1516	10" CEDAR ELM	REMOVE
2026814021	1517	9" CEDAR ELM	REMOVE
2026814022	1518	12" CEDAR ELM	REMOVE
2026814023	1519	11" CEDAR ELM	REMOVE
2026814024	1520	10" CEDAR ELM	REMOVE
2026814025	1521	8" CEDAR ELM	REMOVE
2026814026	1522	10" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814027	1523	19" CEDAR ELM	REMOVE
2026814028	1524	8" LIVE OAK	REMOVE
2026814029	1525	8" LIVE OAK	REMOVE
2026814030	1526	8" LIVE OAK	REMOVE
2026814031	1527	8" LIVE OAK	REMOVE
2026814032	1528	18" CEDAR ELM	REMOVE
2026814033	1529	8" CEDAR ELM	REMOVE
2026814034	1530	9" CEDAR ELM	REMOVE
2026814035	1531	8" LIVE OAK	REMOVE
2026814036	1532	9" LIVE OAK	REMOVE
2026814037	1533	9" LIVE OAK	REMOVE
2026814038	1534	25" LIVE OAK	REMOVE
2026814039	1535	11" CEDAR ELM	PROTECT
2026814040	1536	11" CEDAR ELM	PROTECT
2026814041	1537	11" CEDAR ELM	PROTECT
2026814042	1538	9" LIVE OAK	PROTECT
2026814043	1539	8" LIVE OAK	PROTECT
2026814044	1540	12" CEDAR ELM	PROTECT
202624000	1601	8" LIVE OAK	PROTECT
202624001	1602	15" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624002	1603	32" LIVE OAK	PROTECT
202624003	1604	8" LIVE OAK	PROTECT
202624004	1605	37" LIVE OAK	PROTECT
202624005	1606	15" CEDAR ELM	PROTECT
202624006	1607	13" CEDAR ELM	PROTECT
202624007	1608	26" LIVE OAK	PROTECT
202624008	1609	17" CEDAR ELM	PROTECT
202624009	1610	11" CEDAR ELM	PROTECT
202624010	1611	22" LIVE OAK	PROTECT
202624011	1612	16" LIVE OAK	PROTECT
202624012	1613	12" LIVE OAK	PROTECT
202624013	1614	17" LIVE OAK	PROTECT
202624014	1615	8" LIVE OAK 12	PROTECT
202624015	1616	11" LIVE OAK	PROTECT
202624016	1617	25" LIVE OAK	PROTECT
202624017	1618	13" LIVE OAK	PROTECT
202624018	1619	10" LIVE OAK	REMOVE
202624019	1620	12" LIVE OAK	REMOVE
202624020	1621	10" LIVE OAK	REMOVE
202624021	1622	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714135	1866	11" LIVE OAK	PROTECT
2026714136	1867	11" LIVE OAK	PROTECT
2026714137	1868	11" CEDAR ELM	REMOVE
2026714138	1869	8" CEDAR ELM	REMOVE
2026714139	1870	13" CEDAR ELM	REMOVE
2026714140	1871	21" CEDAR ELM	REMOVE
2026714141	1872	10" CEDAR ELM	REMOVE
2026714142	1873	12" CEDAR ELM	REMOVE
2026714143	1874	12" CEDAR ELM	REMOVE
2026714144	1875	8" CEDAR ELM	REMOVE
2026714145	1876	9" CEDAR ELM	REMOVE
2026714146	1877	11" CEDAR ELM	REMOVE
2026714147	1878	12" CEDAR ELM	REMOVE
2026714148	1879	11" CEDAR ELM	REMOVE
2026714149	1880	12" CEDAR ELM	REMOVE
2026714150	1881	12" LIVE OAK	REMOVE
2026714151	1882	8" LIVE OAK	REMOVE
2026714152	1883	11" CEDAR ELM	REMOVE
2026814001	1884	11" CEDAR ELM	REMOVE
2026814002	1885	14" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814003	1886	22" CEDAR ELM	REMOVE
2026814004	1887	10" CEDAR ELM	REMOVE
2026814005	1888	10" CEDAR ELM	REMOVE
2026814006	1889	11" CEDAR ELM	REMOVE
2026814007	1890	15" CEDAR ELM	REMOVE
2026814008	1891	13" LIVE OAK	REMOVE
2026814009	1892	9" LIVE OAK	REMOVE
2026814010	1893	19" CEDAR ELM	REMOVE
2026814011	1894	8" CEDAR ELM	REMOVE
2026814012	1895	11" CEDAR ELM	REMOVE
2026814013	1896	11" CEDAR ELM	REMOVE
2026814014	1897	9" CEDAR ELM	REMOVE
2026814015	1898	8" CEDAR ELM	REMOVE
2026814016	1899	8" LIVE OAK	REMOVE
2026814017	1900	13" CEDAR ELM	REMOVE
2026814027	1901	9" LIVE OAK	REMOVE
2026814028	1902	44" LIVE OAK	PROTECT
2026814029	1904	24" LIVE OAK	PROTECT
2026814030	1905	36" LIVE OAK	PROTECT
2026814031	1906	32" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2024730000	560	16" LIVE OAK	REMOVE
2024730001	561	9" LIVE OAK	REMOVE
2024730002	562	9" LIVE OAK	REMOVE
2024730003	563	8" LIVE OAK	REMOVE
2024730004	564	8" LIVE OAK	REMOVE
2024730005	565	9" LIVE OAK	REMOVE
2024730006	566	10" LIVE OAK	REMOVE
2024730007	567	12" LIVE OAK	REMOVE
2024730008	568	8" LIVE OAK	REMOVE
2024730009	569	12" LIVE OAK	PROTECT
2024030001	570	9" LIVE OAK	PROTECT
2024030002	571	8" LIVE OAK	PROTECT
2024030003	572	25" LIVE OAK	PROTECT
2024030005	573	13" LIVE OAK	PROTECT
2024030004	573	10" LIVE OAK	PROTECT
2023030001	901	27" LIVE OAK	REMOVE
2023030002	902	9" LIVE OAK	REMOVE
2023030003	903	13" LIVE OAK	REMOVE
2023030004	904	13" LIVE OAK	REMOVE
2023030005	905	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023030006	906	8" LIVE OAK	REMOVE
2023030007	907	9" LIVE OAK	REMOVE
2023030008	908	20" LIVE OAK	REMOVE
2023030009	909	25" LIVE OAK	REMOVE
2023030010	910	8" LIVE OAK	REMOVE
2023030018	911	13" LIVE OAK	REMOVE
2023030011	912	9" LIVE OAK	REMOVE
2023030012	913	12" LIVE OAK	PROTECT
2023030013	914	9" LIVE OAK	PROTECT
2023030014	915	10" LIVE OAK	PROTECT
2023030015	916	10" LIVE OAK	PROTECT
2023030016	917	10" LIVE OAK	PROTECT
2023030017	918	10" LIVE OAK	PROTECT
2023030019	919	16" LIVE OAK	REMOVE
2023030020	920	9" LIVE OAK	REMOVE
2023030021	921	8" LIVE OAK	REMOVE
2023030022	922	16" LIVE OAK	REMOVE
2023030023	923	10" LIVE OAK	REMOVE
2023030024	924	23" LIVE OAK	REMOVE
2023030025	925	10" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023130001	926	8" LIVE OAK	REMOVE
2023130002	927	8" LIVE OAK	REMOVE
2023130003	928	8" LIVE OAK	REMOVE
2023130004	929	11" LIVE OAK	REMOVE
2023130005	930	17" LIVE OAK	REMOVE
2023130006	931	9" LIVE OAK	REMOVE
2023130007	932	10" LIVE OAK	REMOVE
2023130008	933	9" LIVE OAK	REMOVE
2023130009	934	8" LIVE OAK	REMOVE
2023130010	935	8" LIVE OAK	REMOVE
2023130011	936	9" LIVE OAK	REMOVE
2023130012	937	8" LIVE OAK	REMOVE
2023130013	938	8" LIVE OAK	REMOVE
2023130014	939	12" LIVE OAK	REMOVE
2023130015	940	13" LIVE OAK	REMOVE
2023130016	941	9" LIVE OAK	REMOVE
2023130017	942	8" LIVE OAK	REMOVE
2023130018	943	8" LIVE OAK	REMOVE
2023130019	944	9" LIVE OAK	REMOVE
2023130020	945	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624022	1623	27" LIVE OAK	REMOVE
202624024	1625	15" LIVE OAK	PROTECT
202624025	1626	11" LIVE OAK	PROTECT
202624026	1627	14" LIVE OAK	PROTECT
202624027	1628	9" LIVE OAK	PROTECT
202624028	1629	12" CEDAR ELM	PROTECT
202624029	1630	9" LIVE OAK	PROTECT
202624030	1631	10" CEDAR ELM	PROTECT
202624031	1632	15" CEDAR ELM	REMOVE
202624032	1633	8" LIVE OAK	REMOVE
202624033	1634	14" LIVE OAK	REMOVE
202624034	1635	21" LIVE OAK	REMOVE
202624035	1636	17" LIVE OAK	REMOVE
202624036	1637	13" LIVE OAK	REMOVE
202624037	1638	10" LIVE OAK	REMOVE
202624038	1639	8" CEDAR ELM	REMOVE
202624039	1640	8" LIVE OAK	REMOVE
202624040	1641	14" LIVE OAK	REMOVE
202624041	1643	9" LIVE OAK	REMOVE
202624042	1644	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624043	1645	8" LIVE OAK	REMOVE
202624044	1646	8" LIVE OAK	REMOVE
202624045	1647	8" LIVE OAK	REMOVE
202624046	1648	8" LIVE OAK	REMOVE
202624047	1649	8" LIVE OAK	REMOVE
202624048	1650	18" LIVE OAK	REMOVE
202624049	1651	20" LIVE OAK	REMOVE
202624050	1652	13" LIVE OAK	REMOVE
202624051	1653	10" LIVE OAK	REMOVE
202624052	1654	12" LIVE OAK	REMOVE
202624053	1655	20" LIVE OAK	REMOVE
202624054	1656	22" LIVE OAK	PROTECT
202624055	1657	16" LIVE OAK	PROTECT
202624056	1658	13" LIVE OAK	PROTECT
202624057	1659	24" LIVE OAK	PROTECT
202624059	1661	13" LIVE OAK	PROTECT
202624060	1662	19" LIVE OAK	PROTECT
202624061	1663	28" LIVE OAK	PROTECT
202624062	1664	15" LIVE OAK	PROTECT
202624063	1665	27" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624064	1666	15" LIVE OAK	PROTECT
202624065	1667	15" LIVE OAK	PROTECT
202624066	1668	17" LIVE OAK	PROTECT
202624067	1669	18" LIVE OAK	PROTECT
202624068	1670	18" LIVE OAK	PROTECT
202624069	1671	27" LIVE OAK	PROTECT
202624070	1672	17" LIVE OAK	PROTECT
202624071	1673	26" LIVE OAK	PROTECT
202624072	1674	20" LIVE OAK	PROTECT
202624073	1675	14" LIVE OAK	PROTECT
202624074	1676	20" LIVE OAK	PROTECT
202634000	1677	14" LIVE OAK	PROTECT
202634001	1678	12" LIVE OAK	PROTECT
202634002	1679	10" LIVE OAK	REMOVE
202634003	1680	10" LIVE OAK	REMOVE
202634006	1681	10" LIVE OAK	REMOVE
202634004	1681	11" LIVE OAK	REMOVE
202634005	1682	10" LIVE OAK	REMOVE
202634007	1683	11" LIVE OAK	REMOVE
202634008	1684	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614053	1927	9" LIVE OAK	REMOVE
2026614054	1928	11" LIVE OAK	REMOVE
2026614055	1929	9" LIVE OAK	REMOVE
2026614056	1930	23" LIVE OAK	REMOVE
2026614057	1931	14" LIVE OAK	REMOVE
2026614058	1932	10" LIVE OAK	REMOVE
2026614059	1933	10" CEDAR ELM	REMOVE
2026614060	1934	9" CEDAR ELM	REMOVE
2026614061	1935	8" CEDAR ELM	REMOVE
2026614062	1936	13" LIVE OAK	REMOVE
2026614063	1937	23" LIVE OAK	REMOVE
2026614064	1938	19" LIVE OAK	REMOVE
2026614065	1939	10" CEDAR ELM	REMOVE
2026614066	1940	8" CEDAR ELM	REMOVE
2026614067	1941	10" LIVE OAK	REMOVE
2026614068	1942	10" LIVE OAK	REMOVE
2026614069	1943	9" LIVE OAK 5	REMOVE
2026614070	1944	8" LIVE OAK	REMOVE
2026614071	1945	14" LIVE OAK	REMOVE
2026614072	1946	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614073	1947	15" LIVE OAK	REMOVE
2026614074	1948	9" LIVE OAK	REMOVE
2026614077	1949	17" LIVE OAK	REMOVE
2026614076	1950	20" LIVE OAK	REMOVE
2026614078	1951	15" LIVE OAK	REMOVE
2026614079	1952	20" LIVE OAK	REMOVE
2026614080	1953	12" LIVE OAK	REMOVE
2026614081	1954	9" CEDAR ELM	REMOVE
2026614083	1956	9" LIVE OAK	REMOVE
2026614082	1955	9" LIVE OAK	REMOVE
2026614084	1957	23" LIVE OAK	REMOVE
2026614085	1958	11" CEDAR ELM	REMOVE
2026614086	1959	11" CEDAR ELM	REMOVE
202624058	1960	10" LIVE OAK	REMOVE
2026614087	1960	11" CEDAR ELM	REMOVE
2026614088	1961	11" LIVE OAK	REMOVE
2026614089	1962	11" LIVE OAK	REMOVE
2026614090	1963	11" LIVE OAK	REMOVE
2026614091	1964	11" LIVE OAK	REMOVE
2026614092	1965	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023130021	946	8" LIVE OAK	REMOVE
2023230001	947	11" LIVE OAK	REMOVE
2023230002	948	14" LIVE OAK	REMOVE
2023230003	949	13" LIVE OAK	REMOVE
2023230004	950	9" LIVE OAK	REMOVE
2023230005	951	9" LIVE OAK	REMOVE
2023230006	952	35" LIVE OAK	PROTECT
2023230007	953	20" LIVE OAK	PROTECT
2023230008	954	19" LIVE OAK	PROTECT
2023230009	975	18" LIVE OAK	PROTECT
2023230010	976	26" LIVE OAK	PROTECT
2023230011	977	10" LIVE OAK	PROTECT
2023230012	978	23" LIVE OAK	PROTECT
2023230013	979	10" LIVE OAK	REMOVE
2023230014	980	18" LIVE OAK	REMOVE
2023230015	981	12" LIVE OAK	REMOVE
2023230016	982	11" LIVE OAK	REMOVE
2023230017	983	17" LIVE OAK	REMOVE
2023230018	984	24" LIVE OAK	REMOVE
2023230019	985	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023630000	986	11" LIVE OAK	REMOVE
2023630001	987	18" LIVE OAK	REMOVE
2023630002	988	15" LIVE OAK	REMOVE
2023630003	989	22" LIVE OAK	REMOVE
2023630004	990	9" LIVE OAK	REMOVE
2023630005	991	17" LIVE OAK	REMOVE
2023630006	992	12" LIVE OAK	REMOVE
2023630007	993	8" LIVE OAK	REMOVE
2023630008	994	9" LIVE OAK	PROTECT
2023630009	995	16" LIVE OAK	PROTECT
2023630010	996	9.5" LIVE OAK	PROTECT
2023630011	997	11" LIVE OAK	PROTECT
2023630012	998	12" LIVE OAK	PROTECT
2023630013	999	10" LIVE OAK	PROTECT
2023630014	1000	19" LIVE OAK	PROTECT
202634025	1401	11" LIVE OAK	REMOVE
202634026	1402	12" LIVE OAK	REMOVE
202634027	1403	12" LIVE OAK	REMOVE
202634028	1404	13" LIVE OAK	REMOVE
202634029	1405	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634030	1406	12" LIVE OAK	REMOVE
202634031	1407	12" LIVE OAK	REMOVE
202634032	1408	14" LIVE OAK	REMOVE
202634033	1409	10" LIVE OAK	REMOVE
202634034	1410	12" LIVE OAK	REMOVE
202634035	1411	10" LIVE OAK	REMOVE
202634036	1412	11" LIVE OAK	REMOVE
202634037	1413	12" CEDAR ELM	REMOVE
202634038	1414	17" LIVE OAK	REMOVE
202634039	1415	15" LIVE OAK	REMOVE
202634040	1416	8" LIVE OAK	REMOVE
202634041	1417	17" LIVE OAK	REMOVE
202634042	1418	8" LIVE OAK	REMOVE
202634043	1419	12" LIVE OAK	REMOVE
202634044	1420	9" LIVE OAK	REMOVE
202634045	1421	13" LIVE OAK	REMOVE
202634046	1422	23" LIVE OAK	REMOVE
202634047	1423	15" LIVE OAK	REMOVE
202634048	1424	19" LIVE OAK	REMOVE
202634050	1426	12" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634009	1685	15" LIVE OAK	REMOVE
202634010	1686	12" LIVE OAK	REMOVE
202634012	1687	12" LIVE OAK	PROTECT
202634013	1688	8" LIVE OAK	REMOVE
202634014	1689	8" LIVE OAK	REMOVE
202634015	1690	8" LIVE OAK	PROTECT
202634016	1691	8" LIVE OAK	PROTECT
202634017	1692	8" LIVE OAK	PROTECT
202634018	1693	17" LIVE OAK	REMOVE
202634019	1694	16" LIVE OAK	REMOVE
202634020	1695	14" LIVE OAK	REMOVE
202634021	1696	9" LIVE OAK	REMOVE
202634022	1697	16" LIVE OAK	PROTECT
202634023	1698	22" LIVE OAK	REMOVE
202634024	1699	9" CEDAR ELM	REMOVE
2026714031	1761	20" LIVE OAK	REMOVE
2026714032	1762	11" LIVE OAK	REMOVE
2026714033	1763	11" LIVE OAK	REMOVE
2026714034	1764	11" LIVE OAK	REMOVE
2026714035	1765	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714036	1766	11" LIVE OAK	REMOVE
2026714037	1767	14" CEDAR ELM	REMOVE
2026714038	1768	15" LIVE OAK	REMOVE
2026714039	1770	11" LIVE OAK	REMOVE
2026714040	1771	11" CEDAR ELM	REMOVE
2026714041	1772	8" LIVE OAK 6	REMOVE
2026714042	1773	9" LIVE OAK	REMOVE
2026714043	1774	14" LIVE OAK	REMOVE
2026714044	1775	19" CEDAR ELM	REMOVE
2026714045	1776	8" LIVE OAK	REMOVE
2026714046	1777	10" CEDAR ELM	REMOVE
2026714047	1778	8" LIVE OAK	REMOVE
2026814005	1778	11" LIVE OAK	REMOVE
2026714048	1779	11" CEDAR ELM	REMOVE
2026714049	1780	10" LIVE OAK	REMOVE
2026714050	1781	11" CEDAR ELM	REMOVE
2026714051	1782	11" LIVE OAK	REMOVE
2026714052	1783	15" CEDAR ELM	REMOVE
2026714053	1784	10" LIVE OAK	REMOVE
2026714054	1785	22" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714055	1786	14" LIVE OAK	REMOVE
2026714056	1787	14" LIVE OAK	REMOVE
2026714057	1788	11" CEDAR ELM	REMOVE
2026714058	1789	17" LIVE OAK	REMOVE
2026714059	1790	11" CEDAR ELM	REMOVE
2026714060	1791	8" LIVE OAK	REMOVE
2026714061	1792	9" LIVE OAK	REMOVE
2026714062	1793	9" CEDAR ELM	REMOVE
2026714063	1794	16" LIVE OAK	REMOVE
2026714064	1795	9" CEDAR ELM	PROTECT
2026714065	1796	23" CEDAR ELM	PROTECT
2026714066	1797	18" CEDAR ELM	PROTECT
2026714067	1798	9" CEDAR ELM	REMOVE
2026714068	1799	12" LIVE OAK	REMOVE
2026714069	1800	16" LIVE OAK	REMOVE
2026714070	1802	9" LIVE OAK	PROTECT
2026714071	1803	9" LIVE OAK	PROTECT
2026714072	1804	15" CEDAR ELM	REMOVE
2026714073	1805	13" LIVE OAK	REMOVE
2026714074	1806	13" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614032	1907	27" LIVE OAK	PROTECT
2026614033	1908	10" LIVE OAK	REMOVE
2026614034	1909	24" LIVE OAK	REMOVE
2026614035	1910	13" LIVE OAK	REMOVE
2026614036	1911	14" LIVE OAK	REMOVE
2026614037	1912	14" LIVE OAK	REMOVE
2026614038	1913	12" LIVE OAK	REMOVE
2026614039	1914	9" LIVE OAK	REMOVE
2026614040	1915	15" LIVE OAK	REMOVE
2026614041	1916	9" LIVE OAK	REMOVE
2026614042	1917	11" LIVE OAK	REMOVE
2026614043	1918	32" LIVE OAK	REMOVE
2026614044	1919	17" LIVE OAK	REMOVE
2026614045	1920	15" LIVE OAK	REMOVE
2026614046	1921	15" LIVE OAK	REMOVE
2026614047	1922	11" LIVE OAK	REMOVE
2026614048	1923	11" LIVE OAK	REMOVE
2026614049	1924	11" LIVE OAK	REMOVE
2026614050	1925	22" LIVE OAK	REMOVE
2026614051	1926	18" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614093	1966	10" LIVE OAK 14	REMOVE
2026614094	1967	15" CEDAR ELM	REMOVE
2026614095	1968	11" LIVE OAK	REMOVE
2026614096	1969	9" CEDAR ELM	REMOVE
2026714000	1970	16" LIVE OAK	REMOVE
2026714001	1971	15" LIVE OAK	REMOVE
2026714002	1972	13" LIVE OAK	REMOVE
2026714003	1973	10" LIVE OAK	REMOVE
2026714004	1974	21" LIVE OAK	REMOVE
2026714005	1975	14" LIVE OAK	REMOVE
2026714006	1976	14" LIVE OAK	REMOVE
2026714007	1977	11" LIVE OAK	REMOVE
2026714008	1978	20" LIVE OAK	REMOVE
2026714009	1979	12" LIVE OAK	REMOVE
2026714010	1980	8" LIVE OAK	REMOVE
2026714011	1981	11" CEDAR ELM	REMOVE
2026714012	1982	10" LIVE OAK	REMOVE
2026714013	1983	12" LIVE OAK	REMOVE
2026714014	1984	9" LIVE OAK	REMOVE
2026714015	1985	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634051	1427	8" LIVE OAK	REMOVE
202634052	1428	12" LIVE OAK	REMOVE
202634053	1429	17" LIVE OAK	REMOVE
202634054	1430	12" LIVE OAK	PROTECT
202634055	1431	14" LIVE OAK	REMOVE
202634056	1432	11" LIVE OAK	PROTECT
202634057	1433	14" LIVE OAK	REMOVE
202634058	1434	14" LIVE OAK	REMOVE
202634059	1435	10" LIVE OAK	REMOVE
202634060	1436	9" LIVE OAK	REMOVE
202634061	1437	8" LIVE OAK	REMOVE
202634062	1438	9" LIVE OAK	REMOVE
202634063	1439	9" LIVE OAK	REMOVE
202634064	1440	9" LIVE OAK	REMOVE
202634066	1441	9" LIVE OAK	REMOVE
202634065	1441	8" LIVE OAK	REMOVE
202634067	1443	8" LIVE OAK	REMOVE
202634068	1444	9" LIVE OAK	REMOVE
202634069	1445	8" LIVE OAK	REMOVE
202634070	1446	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634071	1447	8" LIVE OAK 8	REMOVE
202634072	1448	21" LIVE OAK	REMOVE
202634073	1449	22" LIVE OAK	REMOVE
202634074	1450	10" LIVE OAK	REMOVE
202634075	1451	13" LIVE OAK	REMOVE
202634076	1452	12" LIVE OAK	REMOVE
202634077	1453	13" LIVE OAK	REMOVE
202634078	1454	13" LIVE OAK	REMOVE
202634079	1455	19" LIVE OAK	REMOVE
202634080	1456	9" LIVE OAK	REMOVE
202634081	1457	8" LIVE OAK	REMOVE
202634082	1458	9" LIVE OAK	REMOVE
202634083	1459	8" LIVE OAK	REMOVE
202634084	1460	9" LIVE OAK	REMOVE
202634085	1461	9" LIVE OAK	REMOVE
202644001	1464	13" LIVE OAK	REMOVE
202644002	1465	16" LIVE OAK	REMOVE
202644003	1466	-3" LIVE OAK	REMOVE
202644004	1467	11" LIVE OAK	REMOVE
202644005	1468	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202644006	1469	9" LIVE OAK	REMOVE
202644007	1470	28" LIVE OAK	REMOVE
202644008	1471	19" LIVE OAK	REMOVE
202644009	1472	16" LIVE OAK	REMOVE
202644010	1473	43" LIVE OAK	PROTECT
202644011	1474	40" LIVE OAK	PROTECT
2026614002	1475	22" LIVE OAK	PROTECT
2026614003	1476	12" LIVE OAK	REMOVE
2026614004	1477	20" LIVE OAK	REMOVE
2026614006	1479	8" LIVE OAK	REMOVE
2026614007	1480	15" LIVE OAK	REMOVE
2026614008	1481	11" LIVE OAK	REMOVE
2026614009	1482	11" LIVE OAK	REMOVE
2026614010	1483	8" LIVE OAK	PROTECT
2026614011	1484	9" LIVE OAK	PROTECT
2026614012	1485	13" LIVE OAK	PROTECT
2026614001	1486	25" LIVE OAK	REMAIN
2026614013	1487	19" LIVE OAK	PROTECT
2026614014	1488	11" LIVE OAK	PROTECT
2026614015	1489	20" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714075	1807	9" CEDAR ELM	REMOVE
2026714076	1808	10" LIVE OAK	REMOVE
2026714077	1809	9" CEDAR ELM	REMOVE
2026714078	1810	13" LIVE OAK	REMOVE
2026714079	1811	14" CEDAR ELM	REMOVE
2026714080	1812	14" LIVE OAK	REMOVE
2026714082	1813	12" LIVE OAK	REMOVE
2026714081	1813	12" LIVE OAK	REMOVE
2026714083	1814	19" LIVE OAK	REMOVE
2026714084	1815	17" LIVE OAK	REMOVE
2026714085	1816	17" LIVE OAK	REMOVE
2026714086	1817	12" LIVE OAK	REMOVE
2026714087	1818	9" CEDAR ELM	REMOVE
2026714088	1819	14" LIVE OAK	REMOVE
2026714089	1820	10" LIVE OAK	REMOVE
2026714090	1821	14" LIVE OAK	REMOVE
2026714091	1822	11" LIVE OAK	REMOVE
2026714092	1823	13" LIVE OAK	REMOVE
2026714093	1824	12" CEDAR ELM	REMOVE
2026714094	1825	11" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714095	1826	9" CEDAR ELM	REMOVE
2026714096	1827	9" LIVE OAK	REMOVE
2026714097	1828	11" LIVE OAK	REMOVE
2026714098	1829	8" LIVE OAK	REMOVE
2026714099	1830	20" LIVE OAK	REMOVE
2026714100	1831	11" LIVE OAK	REMOVE
2026714101	1832	34" LIVE OAK	PROTECT
2026714102	1833	8" LIVE OAK	REMOVE
2026714103	1834	11" LIVE OAK	REMOVE
2026714104	1835	13" LIVE OAK	REMOVE
2026714105	1836	10" LIVE OAK	REMOVE
2026714106	1837	13" LIVE OAK	REMOVE
2026714107	1838	11" LIVE OAK	REMOVE
2026714108	1839	15" LIVE OAK	REMOVE
2026714109	1840	13" LIVE OAK	REMOVE
2026714110	1841	9" LIVE OAK	REMOVE
2026714111	1842	13" LIVE OAK	REMOVE
2026714112	1843	8" LIVE OAK	REMOVE
2026714113	1844	10" LIVE OAK	REMOVE
2026714114	1845	45" LIVE OAK	REMAIN

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714115	1846	15" LIVE OAK	REMAIN
2026714116	1847	12" LIVE OAK	REMAIN
2026714117	1848	13" LIVE OAK	REMAIN
2026714118	1849	13" LIVE OAK	REMAIN
2026714119	1850	11" LIVE OAK	REMAIN
2026714120	1851	17" LIVE OAK	REMAIN
2026714121	1852	10" LIVE OAK	REMAIN
2026714122	1853	22" LIVE OAK	REMAIN
2026714123	1854	11" LIVE OAK	REMAIN
2026714124	1855	13" LIVE OAK	REMAIN
2026714125	1856	11" LIVE OAK	REMAIN
2026714126	1857	10" LIVE OAK	REMAIN
2026714127	1858	9" LIVE OAK	REMAIN
2026714128	1859	10" LIVE OAK	REMAIN
2026714129	1860	9" LIVE OAK	REMAIN
2026714130	1861	12" LIVE OAK	REMAIN
2026714131	1862	9" LIVE OAK	REMAIN
2026714132	1863	13" LIVE OAK	REMAIN
2026714133	1864	11" LIVE OAK	REMAIN
2026714134	1865	16" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714016	1986	12" CEDAR ELM	REMOVE
2026714017	1987	10" LIVE OAK	REMOVE
2026714018	1988	13" LIVE OAK	REMOVE
2026714019	1989	8" LIVE OAK	REMOVE
2026714020	1990	12" LIVE OAK	REMOVE
2026714021	1991	10" LIVE OAK	REMOVE
2026714022	1992	13" LIVE OAK	REMOVE
2026714023	1993	10" CEDAR ELM	REMOVE
2026714024	1994	18" LIVE OAK	REMOVE
2026714025	1995	8" LIVE OAK	REMOVE
2026714026	1996	11" LIVE OAK	REMOVE
2026714027	1997	9" LIVE OAK	REMOVE
2026714028	1998	9" LIVE OAK	REMOVE
2026714029	1999	14" LIVE OAK	REMOVE
2026714030	2000	10" LIVE OAK	REMOVE

CONNOR J. OVERBY
108799
03-15-2021

811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O: 512.904.0505 F: 512.904.0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT
MILESTONE COMMUNITY BUILDERS

KYLE 57

TREE LIST

DATE
March 17, 2021

REVISIONS

SCALE

DR. CV, AA | CH. CO
P.M. CO
BOOK –
JOB P20002007

SHEET 3 OF 9

CAD FILE: S-KYLE 57 TREE.DWG

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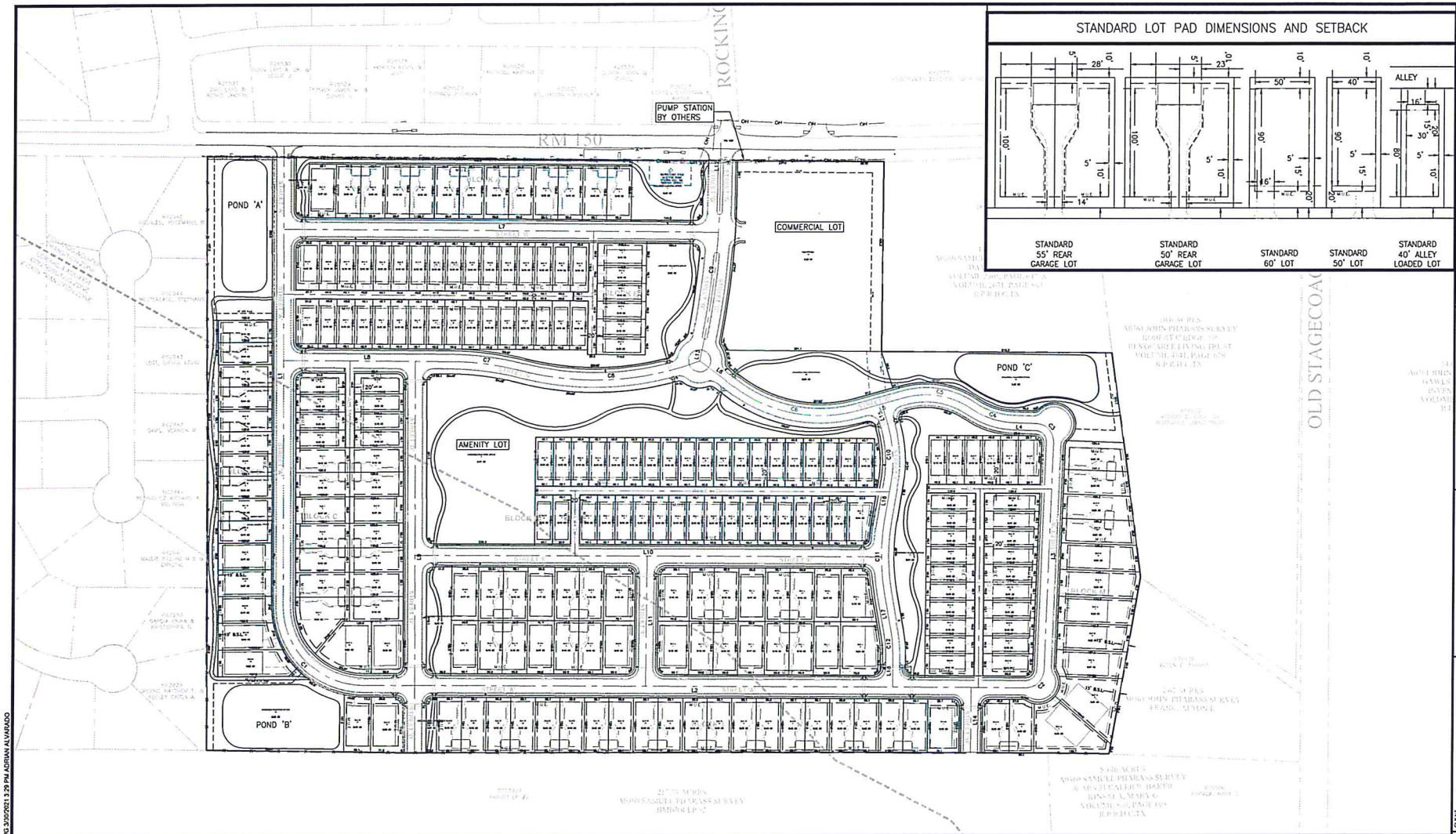
K:\20002007\DWG\BaseSheets Preliminary\S-KYLE 57 TREE.dwg

Item # 3



STANDARD LOT PAD DIMENSIONS AND SETBACK

LINE & CURVE TABLE

LINE TABLE	
LINE #	LENGTH
L1	1030.49
L2	1481.29
L3	511.85
L4	49.35
L5	107.14
L6	98.51
L7	959.61
L8	359.58
L9	878.26
L10	1044.33

LINE TABLE	
LINE #	LENGTH
L11	292.00
L12	105.40
L13	25.28
L14	146.46
L15	50.58
L16	82.13
L17	65.09
L18	71.52

CURVE TABLE		
CURVE #	LENGTH	RADIUS
C1	281.10	180.00
C2	63.19	41.00
C3	64.40	41.00
C4	101.32	180.00
C5	156.33	180.00
C6	293.28	320.00
C7	161.29	660.00
C8	405.94	660.00
C9	361.30	1853.00
C10	130.32	300.00
C11	169.86	500.00
C12	52.22	300.00

Lot Use Table		
Lot Type	Count	Acres
Single Family Residential	219	29.78
40' Lots (Alley Loaded)	109	
50' Lots (Shared Driveway)	76	
60' Lots	34	
Drainage/Open space/ Greenbelt	10	11.36
Commercial	1	3.29
Other (Alley)	4	1.19
Right of way	1	11.67
Total	235	57.29

* ALL RESIDENTIAL LOTS WITHIN THE DEVELOPMENT SHALL BE REZONED R-1-A.
** THE COMMERCIAL LOT SHALL BE REZONED RS.

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY
- STREET CENTERLINE
- SIDEWALK
- CURB AND GUTTER
- PROPOSED CONTOURS
- EXISTING CONTOURS
- EXISTING EASEMENT
- PHASE LINE
- EDWARDS AQUIFER ZONE

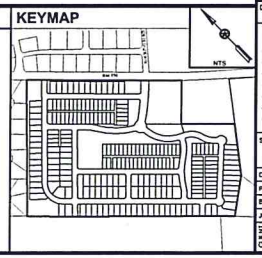
TABLES

List of Public Roads - Kyle 57				
Road Name	CLASSIFICATION	LENGTH (LF)	ROW WIDTH	PAVEMENT WIDTH FOC-FOC
STREET 'A'	LOCAL STREET	1,430	52/56	32
STREET 'B'	LOCAL STREET	962	52	32
STREET 'C'	PARKWAY STREET	1,775	56	32
STREET 'D'	LOCAL STREET	867	52	32
STREET 'E'	LOCAL STREET	1,075	52	32
STREET 'F'	LOCAL STREET	292	52	32
STREET 'G'	ENTRY BLVD	497	64	40
STREET 'H'	LOCAL STREET	146	52	32
STREET 'I'	LOCAL STREET	642	56	32
TOTAL		9,896		

Alley ways - Kyle 57				
Road Name	CLASSIFICATION	LENGTH (LF)	ALLEY WIDTH	ALLEY PAVEMENT WIDTH FOC-FOC
ALLEY 'A'	ALLEY	658	20	16
ALLEY 'B'	ALLEY	276	20	16
ALLEY 'C'	ALLEY	595	20	16
ALLEY 'D'	ALLEY	793	20	16
ALLEY 'E'	ALLEY	146	20	16
ALLEY 'F'	ALLEY	446	20	16
Alley 'G'	ALLEY	280	20	16
TOTAL:		2,824		

NORTH ARROW & SCALE

KEYMAP



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TBPE Reg. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
SITE PLAN

DATE: March 30, 2021

REVISIONS

SCALE: 0

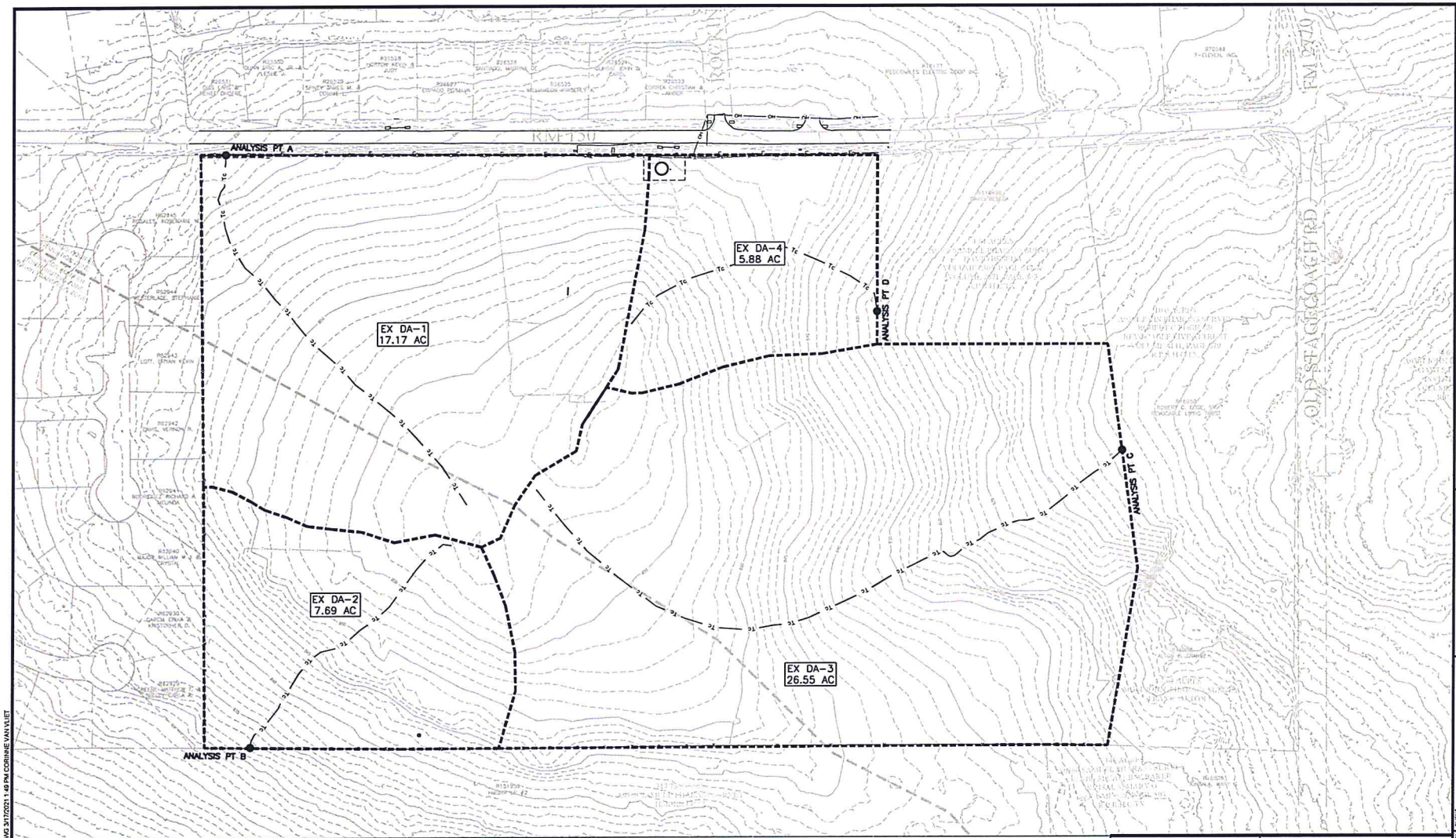
DR. CV, AA | CH. CO
P.M. CO
BOOK -
JOB P2000/007

CLIENT: 4 OF 9

K:\2000\2007\DWG\BASS\SHEETS PRELIMINARY\S-KYLE 57 SITE.DWG 3/30/2021 3:29 PM ADRIAN ALVARADO

CAD FILE: S-KYLE 57 SITE.DWG

Item # 3



KYLE 57, PRE-DEVELOPED CONDITIONS (Rational Method)

Drainage Area / Basin Name	Area (ac)	Total C (%)	Composite C Values: 2-Year	10-Year	25-Year	100-Year	Sheet Flow: Length (ft)	Manning's n	Delta - Vertical (ft)	Slope (ft/ft)	2yr-24hr Rainfall (in)	Tc-Sheet (min)	Shallow Concentrated Flow - Unpaved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Shallow Concentrated Flow - Paved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Concentrated Flow - Channel: Length (ft)	Velocity (ft/sec)	Tc-Channel (min)	Tc-Total (min)	Intensity: 2-Year	10-Year	25-Year	100-Year	Q_{peak} (Rational Method): Q-2yr (cfs)	Q-10yr (cfs)	Q-25yr (cfs)	Q-100yr (cfs)	Basin Area
EX DA-1	17.17	0.39	0.33	0.36	0.42	0.49	100	0.24	1.13	0.011	4.14	15.19	982	29.2	0.0272	2.41	6.72			0.000	4.00	0.00			0.00	22.06	6.87	5.34	6.26	8.83	3.41	34.87	47.45	72.39	EX DA-1
EX DA-2	7.69	0.39	0.33	0.36	0.42	0.49	100	0.24	1.87	0.020	4.14	12.42	340	23.3	0.0913	3.24	1.84			0.000	6.00	0.00			0.00	14.26	8.29	6.36	7.51	10.36	1.99	19.51	25.22	38.45	EX DA-2
EX DA-3	26.55	0.39	0.33	0.36	0.42	0.49	100	0.24	0.99	0.010	4.14	18.22	1,941	49.3	0.0253	2.79	8.65			0.000	6.00	0.00			0.00	26.87	6.69	4.97	6.12	8.64	5.52	50.12	68.27	104.62	EX DA-3
EX DA-4	5.88	0.39	0.33	0.39	0.42	0.49	100	0.24	4.07	0.045	5.14	9.47	529	20.6	0.0390	3.21	2.72			0.000	6.00	0.00			0.00	11.20	8.99	7.03	8.69	11.72	1.72	18.24	22.19	33.78	EX DA-4
																														Total	11.63	162.94	140.37	219.44	

Land Use C is calculated with the C values assigned to the separate impervious cover and pervious areas of the subdrainage area per design criteria

Runoff Coefficients Assumptions Used				
Return Period	2 Year	10 Year	25 Year	100 Year
Asphaltic	0.73	0.81	0.86	0.95
Grass Areas & Pasture/Range 2 - 7%	0.33	0.36	0.42	0.49
Asphaltic	0.73	0.81	0.86	0.95

Intensity-Duration-Frequency Curve Coefficients Zone 1				
Return Period	2 Year	10 Year	25 Year	100 Year
a	9.338	61.25	89.36	77.31
b	12.99346818	8.262	7.941	6.832
c	0.7399	0.7147	0.6954	0.6524

NOTE:

1. DRAINAGE CALCULATIONS ARE BASED ON THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S (NOAA) ATLAS 14, PRECIPITATION-FREQUENCY ATLAS OF THE UNITED STATES, VOLUME 11 VERSION 2.0 AND THE CITY OF AUSTIN DRAINAGE CRITERIA MANUAL, SECTION 2.3.2

LEGEND AND NOTES

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPERTY BOUNDARY
- DRAINAGE AREA BOUNDARY
- STORM SEWER CULVERT
- STORM SEWER LINE
- CURB INLET
- AREA INLET
- STORM SEWER MANHOLE
- SS LEVEL SPREADER
- FLOW ARROW
- 100 YR FLOOD PLAIN
- CREEK CENTER
- DRAINAGE SWALE
- XX.XX / XX.XX AC — DRAINAGE AREA DESIGNATION AND ACREAGE DRAINED

NORTH ARROW

0 20' 40' 80'
SCALE: 1" = 40'

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TBPE No. F-12162

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
PREDEVELOPED DRAINAGE AREA MAP

DATE: March 17, 2021

REVISIONS

SCALE: 0

DR. CV, AA | CH. CD
PJM. CO
BOOK: –
JOB: P2002007

03-15-2021

Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY SUCH UTILITIES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

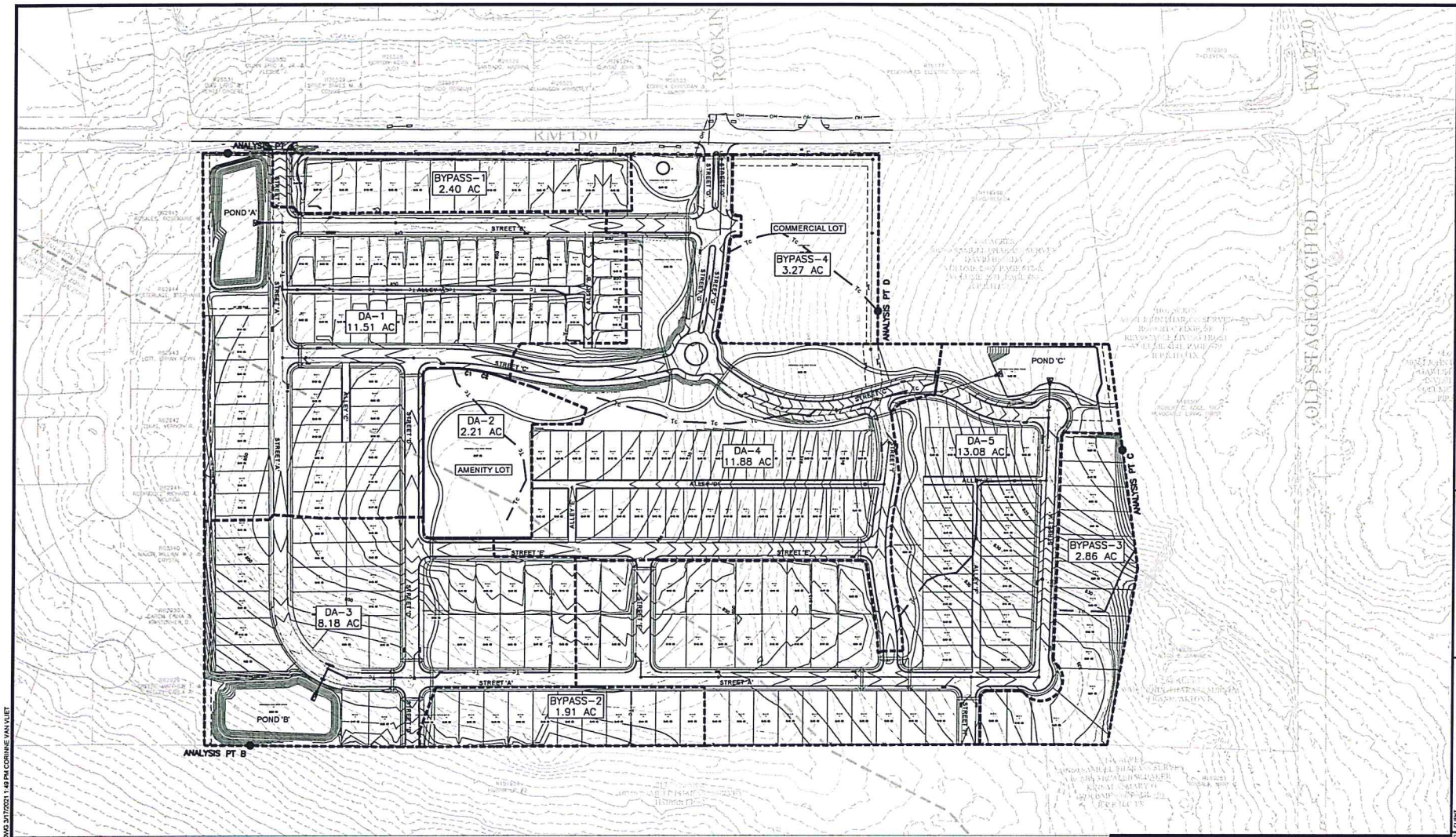
NOTICE

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR THE SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

K:\2002\2007\DWG\BASISHEETS\PRELIMINARY\5-KYLE 57 DAM.DWG 3/17/2021 1:49 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 (DAM.DWG)

Item # 3



KYLE 57, POST-DEVELOPED CONDITIONS (Rational Method)

Drainage Area / Basin Name	Area (ac)	Total C (%)	Composite C Value 2-Year	10-Year	25-Year	100-Year	Sheet Flow Length (ft)	Manning n	Delta - Vertical (ft)	Slope (ft/ft)	2yr-24hr Rainfall (in)	Tc-Sheet (min)	Shallow Concentrated Flow - Unpaved Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Shallow Concentrated Flow - Paved Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Concentrated Flow - Channel Pipe Length (ft)	Velocity (ft/sec)	Tc-Channel (min)	Tc-Total (min)	Intensity 2-Year (in/hr)	10-Year	25-Year	100-Year	Q_{max} (Rational Method) Q-2yr (cfs)	Q-10yr (cfs)	Q-25yr (cfs)	Q-100yr (cfs)	Basin Area
DA-1	11.51	61.90	0.58	0.65	0.69	0.77	100	0.24	1.54	0.015	4.14	13.95	35	2.1	0.060	3.87	0.15	525	5.3	0.009	1.53	5.58	234	5.79	0.67	19.80	6.79	5.62	6.62	8.68	4.48	41.83	55.16	80.61	DA-1
DA-2	2.21	24.30	0.43	0.49	0.53	0.60	100	0.24	1.72	0.017	4.14	13.33	111	1.4	0.013	1.62	1.02			0.000	0.00	0.00			0.00	14.34	6.91	5.98	6.68	10.35	7.05	8.42	14.04	20.52	DA-2
DA-3	8.18	44.86	0.51	0.57	0.62	0.70	100	0.24	4.06	0.036	4.14	9.35	144	5.5	0.040	3.37	0.74	148	4.1	0.028	2.98	0.74	401	5.79	1.24	9.83	6.97	7.71	8.48	10.94	3.45	37.11	48.08	72.30	DA-3
DA-4	13.03	62.32	0.64	0.69	0.66	0.73	100	0.24	8.748	0.027	4.14	18.90	347	14.3	0.041	3.28	1.76	40	1.0	0.041	3.28	0.18	321	5.79	0.92	21.48	5.88	6.61	6.87	8.24	5.11	45.94	60.32	88.83	DA-4
DA-5	10.81	56.18	0.56	0.62	0.67	0.75	100	0.24	4.060	0.040	4.14	8.45	125	5.1	0.041	3.28	0.63	276	7.4	0.032	2.84	1.59	264	5.79	0.85	12.83	6.86	7.90	8.72	11.38	5.10	47.88	63.10	92.73	DA-5
BYPASS-1	2.40	47.82	0.52	0.59	0.63	0.71	100	0.24	2.64	0.028	4.14	10.90	79	2.1	0.026	2.42	0.55			0.000	0.00	0.00			0.00	11.45	6.88	7.98	8.82	11.53	1.12	10.10	13.47	19.79	BYPASS-1
BYPASS-2	1.91	49.94	0.53	0.59	0.64	0.72	100	0.24	3.34	0.033	4.14	10.22	27	1.0	0.036	3.04	0.15			0.000	0.00	0.00			0.00	10.37	6.91	7.96	8.26	12.08	0.92	8.55	11.29	16.57	BYPASS-2
BYPASS-3	2.86	42.10	0.50	0.58	0.61	0.69	100	0.24	2.83	0.028	4.14	9.80	122	1.9	0.042	4.02	0.50			0.000	0.00	0.00			0.00	10.30	6.90	7.98	9.19	11.99	1.26	11.96	15.82	23.31	BYPASS-3
BYPASS-4	3.27	0.49	0.55	0.36	0.42	0.49	100	0.24	1.98	0.026	4.14	12.97	247	10.7	0.043	3.36	1.23			0.000	0.00	0.00			0.00	15.00	6.62	8.00	9.27	10.73	0.86	6.32	11.29	17.18	BYPASS-4
																														Total	23.67	219.46	298.16	425.00	

Composite C is calculated with the C values associated with the asphaltic impervious cover and lawns/park areas of fair condition in average slopes

Runoff Coefficients Assumptions Used

Return Period	2 Year	10 Year	25 Year	100 Year
Asphaltic	0.73	0.81	0.86	0.95
Grass Areas & Pasture/Range 2 - 7%	0.33	0.38	0.42	0.49
Asphaltic	0.73	0.81	0.86	0.95

Intensity-Duration-Frequency Curve Coefficients Zone 1

Return Period	2 Year	10 Year	25 Year	100 Year
a	9.339	61.25	69.96	77.31
b	12.9934818	8.352	7.941	6.832
c	0.7399	0.7147	0.5954	0.6524

NOTE:

1. DRAINAGE CALCULATIONS ARE BASED ON THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATIONS (NOAA) ATLAS 14, PRECIPITATION-FREQUENCY ATLAS OF THE UNITED STATES. VOLUME 11 VERSION 2.0 AND THE CITY OF AUSTIN DRAINAGE CRITERIA MANUAL, SECTION 2.3.2.

LEGEND AND NOTES

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPERTY BOUNDARY
- DRAINAGE AREA BOUNDARY
- STORM SEWER CULVERT
- STORM SEWER LINE
- CURB INLET
- AREA INLET
- STORM SEWER MANHOLE
- 33 LEVEL SPREADER
- FLOW ARROW
- 100 YR FLOOD PLAIN
- CREEK CENTER
- DRAINAGE SWALE
- XX.XX / XX.XX AC — DRAINAGE AREA DESIGNATION AND ACREAGE (BASIN)

NORTH ARROW

0 20' 40' 80'
SCALE: 1" = 40'

03-15-2021

Know what's below. Call before you dig.

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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE57

DEVELOPED
DRAINAGE AREA MAP

DATE: March 17, 2021

REVISIONS

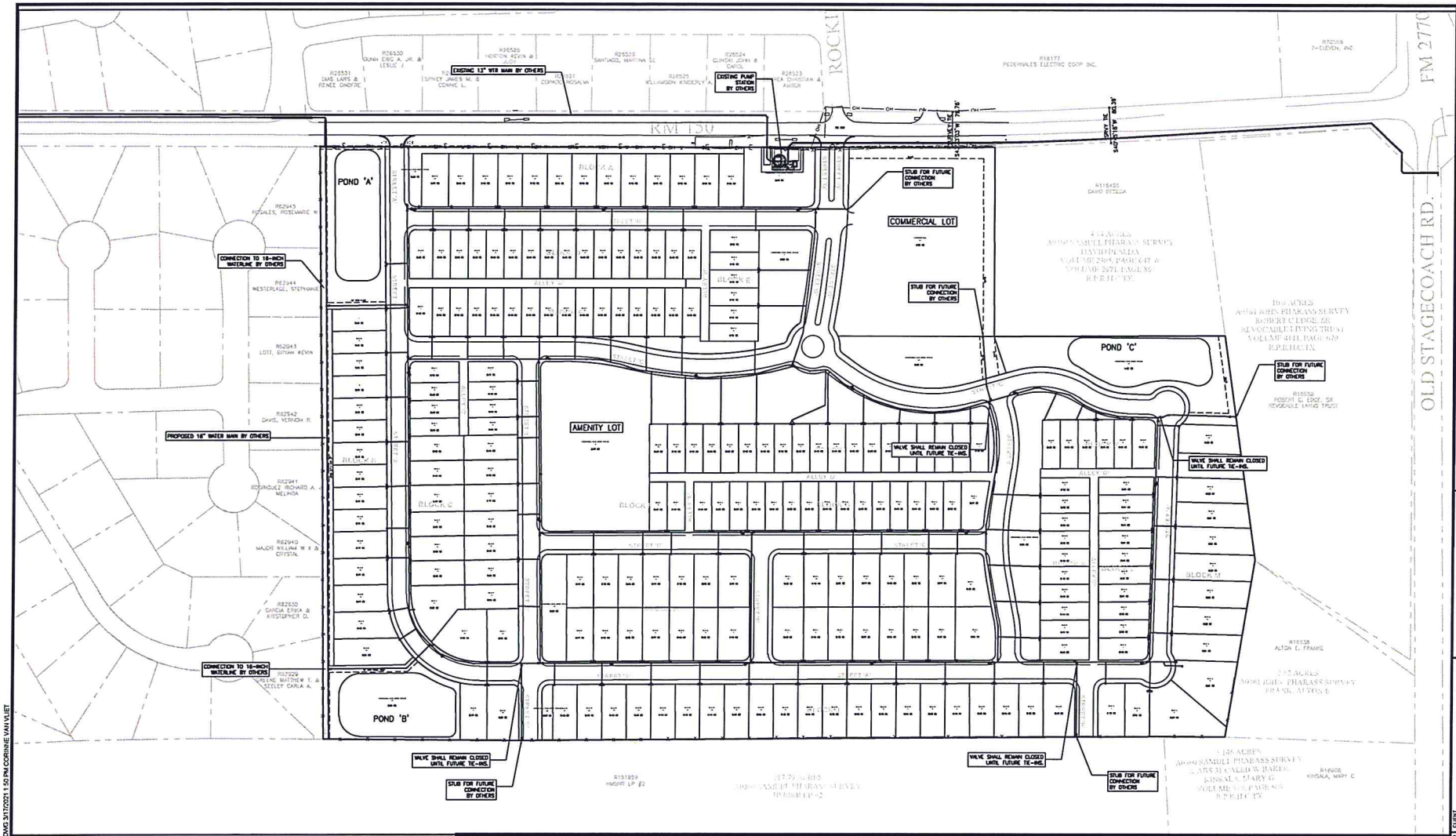
SCALE: 0

DR.	CK.	AA	CK.	CO
PJ	CO			

BOOK: –
JOB: P20022007

K:\2020\2007\DV\BASE\SHEETS PRELIMINARY\S-KYLE-57 DAM.DWG 3/17/2021 1:49 PM CORBINE VAN VLIET

CAD FILE: S-KYLE-57 DAM.DWG



LEGEND

- EXISTING CONTOUR
- PHASE BOUNDARY/ROW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- WTR LN AS NOTED
- AUTOMATIC AIR RELEASE VALVE
- WTR BLOW OFF VALVE
- FIRE HYDRANT
- GATE VALVE AS NOTED
- EX. WATER METER
- ELECTRIC TRANSFORMER
- FITTINGS AS NOTED
- WW FM LINE AS NOTED
- WW FM CLEAN OUT
- WW FLOW ARROW
- WW MANHOLE AS NOTED
- WW LINE AS NOTED
- DOUBLE WASTEWATER SRVC
- GRINDER PUMP
- SINGLE WASTEWATER SRVC
- SS LINE AS NOTED
- STORM SEWER MANHOLE
- SS BOX CULVERT AS NOTED
- SS LATERAL FROM CURB OR AREA INLET

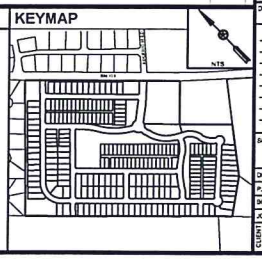
NOTES

1. WARNING: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
2. A COMPACT FLEXIBLE BASE PAVEMENT SHALL BE PROVIDED PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN ALL-WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING 80,000 LBS FIRE APPARATUS LOADS. FIRE APPARATUS ACCESS, WHETHER TEMPORARY OR PERMANENT, SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND CLEAR OF OBSTRUCTIONS. A MINIMUM 14' VERTICAL CLEARANCE IS REQUIRED.
3. AN APPROVED WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE BEFORE COMBUSTIBLE MATERIALS ARRIVE ON THE SITE.
4. HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE 4 ½ INCH OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE 4 ½ INCH OPENING MUST FACE THE DRIVEWAY OR STREET WITH 3 TO 6 FOOT SETBACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN 3 FEET OF ANY HYDRANT AND THE 4 ½ INCH OPENING MUST BE FULLY UNOBSTRUCTED FROM THE STREET.

NORTH ARROW & SCALE

0 50 100 200
SCALE: 1" = 100'

KEYMAP



03-15-2021

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KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
WATER PLAN

DATE: March 17, 2021

REVISIONS

SCALE: 0
DR. CY, AA | CK. CD
P.M. CD
BOOK: –
JOB: P20002007

CLIENT: 7 OF 9

K:\P20002007\DWG\BASES\SHEETS PRELIMINARY\S-KYLE 57 WTO.DWG 3/17/2021 1:50 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 WTO.DWG

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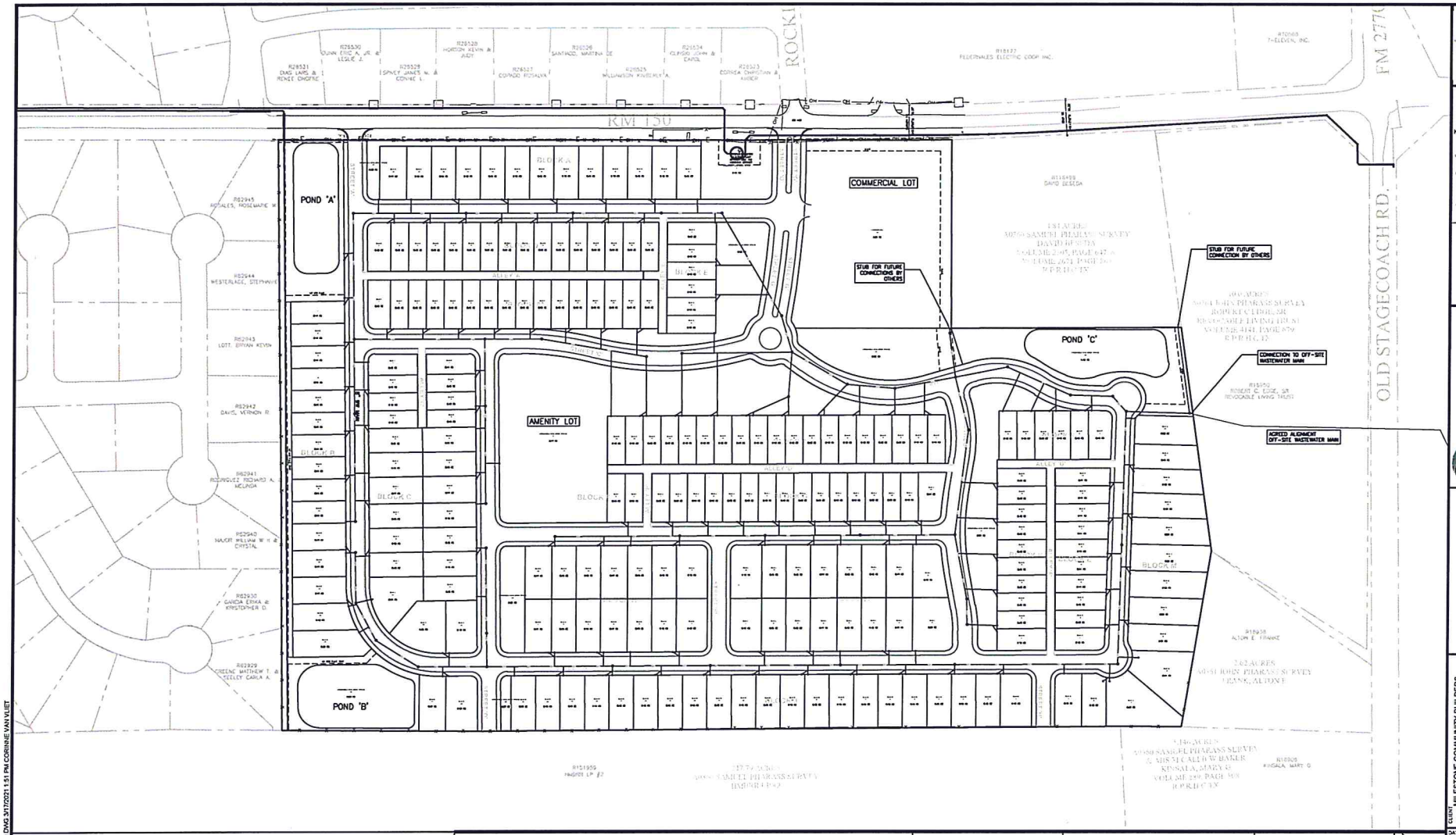

LEGEND

- EXISTING CONTOURS
- PHASE BOUNDARY/ROW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- WTR LN AS NOTED
- AUTOMATIC AIR RELEASE VALVE
- WTR BLOW OFF VALVE
- FIRE HYDRANT
- GATE VALVE AS NOTED
- EX. WATER METER
- ELECTRIC TRANSFORMER
- FITTINGS AS NOTED
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- GRINDER PUMP
- SINGLE WASTEWATER SRVC
- SS LINE AS NOTED
- STORM SEWER MANHOLE
- SS BOX CULVERT AS NOTED
- SS LATERAL FROM CURB OR AREA INLET

NOTES

1. WARNING: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

NORTH ARROW & SCALE

0 50' 100' 200'
SCALE: 1" = 100'

KEYMAP

NTS

03-15-2021

811 Know what's below. Call before you dig.

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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57

WASTEWATER PLAN

DATE: March 17, 2021

REVISIONS

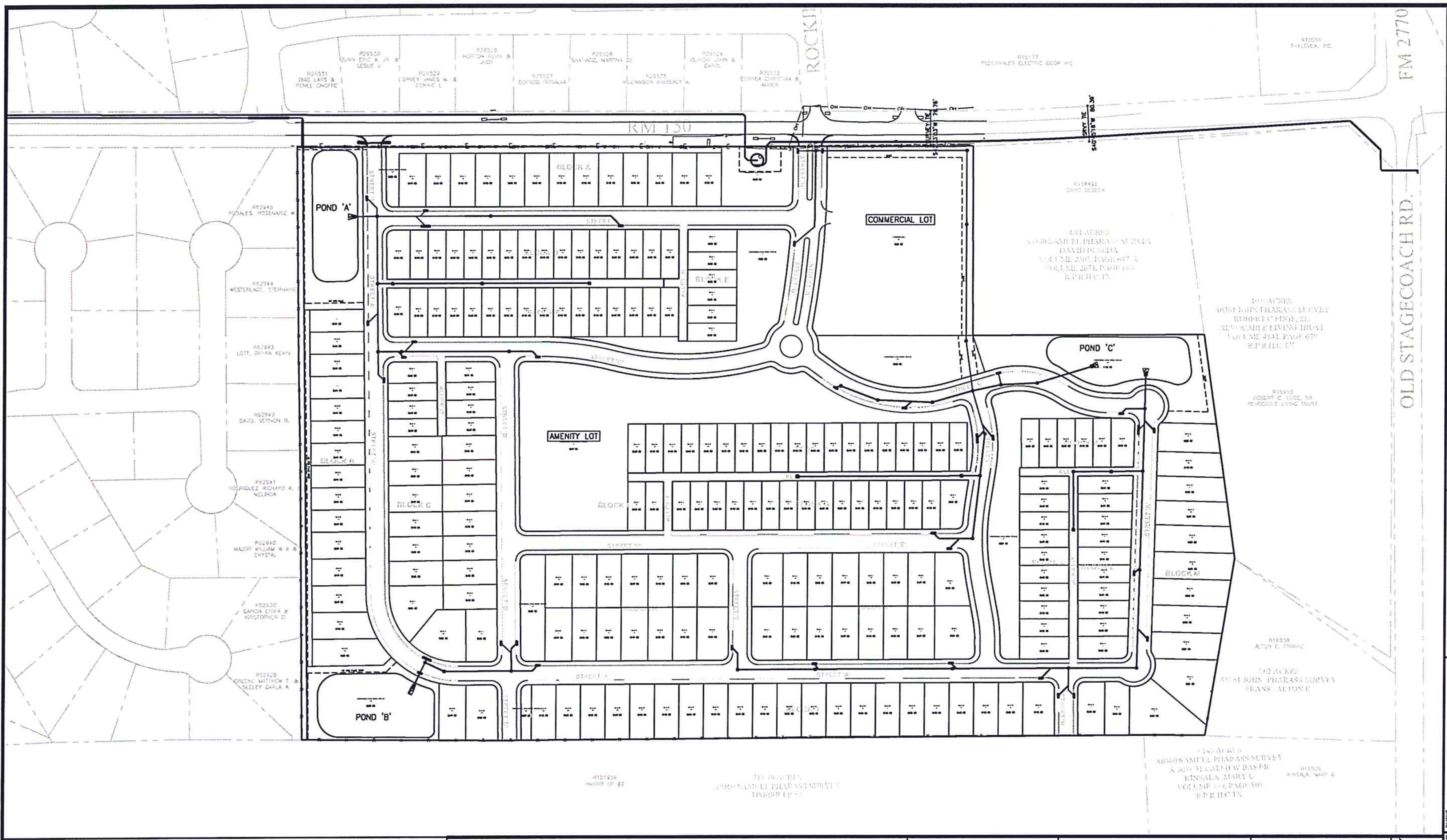
SCALE: 0

DR. CV, AA | CHK. CO
P.M. CO
BOOK: –
JOB: P20052007

CLIENT: 8 OF 9

K:\2020\2007\DWG\BASESHEETS PRELIMINARY\S-KYLE 57 WWO.DWG 3/17/2021 1:51 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 WWO.DWG



LEGEND

- EXISTING CONTOURS
- PHASE BOUNDARY/ROW
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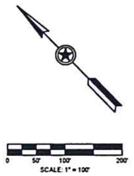
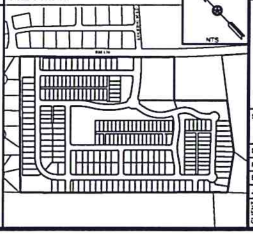
NORTH ARROW & SCALE



KEYMAP



CONNOR J. OVERBY
108799
03-15-2021

811
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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT
MILESTONE COMMUNITY BUILDERS

KYLE 57

STORM SEWER PLAN

DATE March 17, 2021

REVISIONS

SCALE 0

DR. CV, AA | CH. CO
P.M. CO
BOOK –
JOB P20002007

9 OF 9

CAD FILE: S-KYLE 57 SSO.DWG

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Item # 3

CITY OF KYLE, TEXAS

Kyle 57 Subdivision Preliminary Plan (SUB-20-0155)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Kyle 57 Subdivision Preliminary Plan (SUB-20-0155) 57.293 acres; 219 single family residential lots, 10 drainage/greenbelt lots, 1 commercial lot, 4 alley lots and 1 right-of-way for property located along south side of W. RM 150 and across from Dove Hollow Subdivision and Rocking M Road.

Staff Proposal to P&Z: Approve

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Preliminary Plan

PRELIMINARY PLAN FOR
KYLE 57

UTILITIES

WATER & WASTEWATER
CITY OF KYLE, TEXAS
520 E. RR. 150
KYLE, TX 78640
512.262.3024

GAS
CENTERPOINT ENERGY
PHONE: 1.800.752.8036

ELECTRIC
PEDERNALES ELECTRIC COOP
1510 RM 150 WEST
KYLE, TX 78640
512.262.2161

ONE-CALL
UTILITY LOCATING SERVICE
CONTRACTOR TO CALL BEFORE DIGGING!!!
PHONE: 1.800.245.4545

CONSULTANTS/CONTRACTORS

CIVIL ENGINEER
ATWELL, LLC.
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78746
CONTACT: CONNOR J. OVERBY, P.E., E.P.M.C
PHONE: 512.904.0500

SURVEYOR
ATWELL, LLC.
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78746
CONTACT: DAVID T. J. SCETTARE, R.P.L.S.
PHONE: 512.904.0500

OWNER

MILESTONE COMMUNITY BUILDERS
9111 Jollyville Road, Suite 111
Austin, TX 78759

DEVELOPER

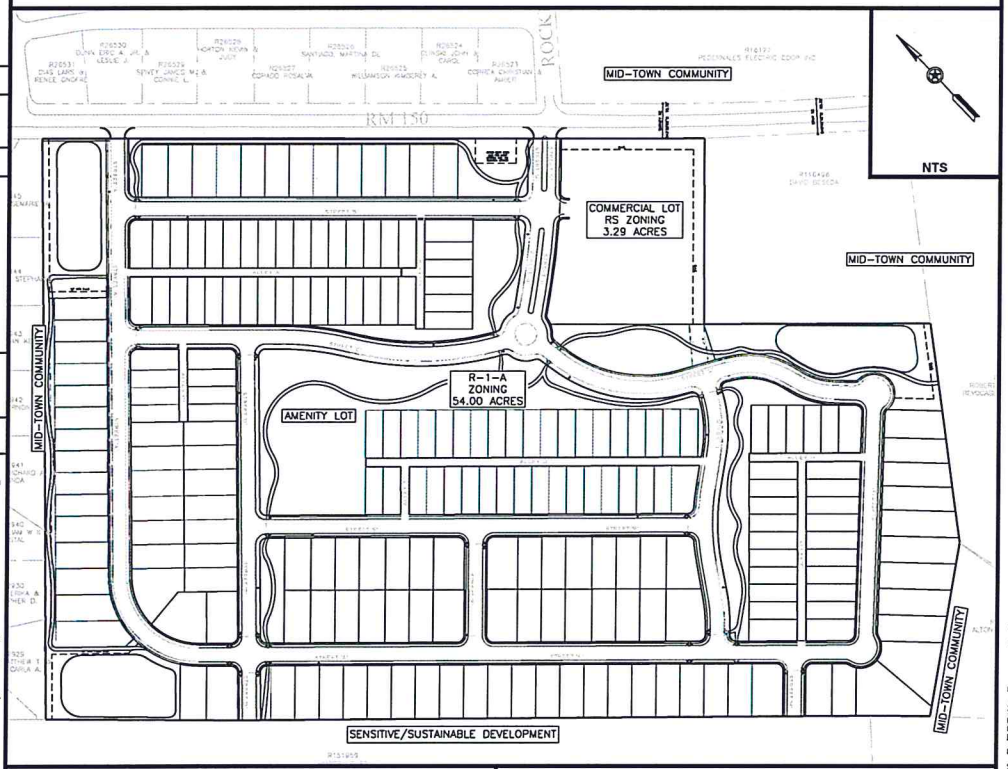
MILESTONE COMMUNITY BUILDERS
9111 Jollyville Road, Suite 111
Austin, TX 78759

LEGAL DESCRIPTION

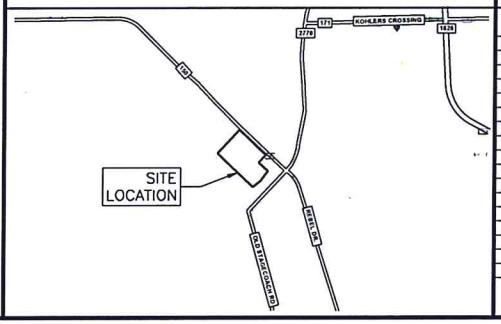
57.293 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS SURVEY, ABSTRACT 380 IN HAYS COUNTY, TEXAS AND BEING THE SAME LAND AS CALLED 57.260 ACRE TRACT DESCRIBED IN VOLUME 3416, PAGE 791, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T)

NOTES

1. THIS SITE IS LOCATED IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. THE SITE IS WITHIN THE BLANCO RIVER AND BUNTON BRANCH-PLUM CREEK WATERSHEDS DESIGNATED AS MID-TOWN COMMUNITY LAND USE AND WILL BE DEVELOPED IN ACCORDANCE WITH AN APPROVED DEVELOPMENT AGREEMENT BETWEEN THE OWNER AND CITY OF KYLE.
2. THIS SITE IS NOT LOCATED WITHIN THE TCEQ'S EDWARD'S AQUIFER RECHARGE ZONE. A PORTION OF THE SITE IS LOCATED WITHIN THE TCEQ'S EDWARDS AQUIFER CONTRIBUTING ZONE.
3. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
4. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
5. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT, THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
6. PER APPROVED PUD AGREEMENT:
   - THE MINIMUM FRONT SETBACK FOR LOTS UNDER SIXTY FEET (60') WIDE SHALL BE TEN FEET (10') AND MUNICIPAL UTILITY EASEMENTS LOCATED ON FRONT LOT LINES SHALL BE A MINIMUM OF TEN FEET (10') WIDE.
   - THE MINIMUM FRONT SETBACK FOR LOTS SIXTY FEET (60') WIDE OR GREATER SHALL BE TWENTY FEET (20')
   - THE MINIMUM SIDE SETBACK FOR LOTS UNDER SIXTY FEET (60') WIDE WITH DETACHED SINGLE-FAMILY STRUCTURES SHALL BE FIVE FEET (5') AND MUNICIPAL UTILITY EASEMENTS LOCATED ON SIDE LOT LINES SHALL BE A MINIMUM OF FIVE FEET (5') WIDE.
   - THE MINIMUM REAR SETBACKS FOR RESIDENTIAL LOTS WITH FRONT-LOADED DETACHED GARAGES SHALL BE FIVE FEET (5'). THE MINIMUM REAR SETBACK FOR ALL OTHER RESIDENTIAL LOTS SHALL BE TEN FEET (10').
   - THE MINIMUM SIDE SETBACK FOR DETACHED GARAGES CONSTRUCTED ON RESIDENTIAL LOTS SHALL BE ZERO FEET (0'). MUNICIPAL UTILITY EASEMENTS SHALL NOT BE REQUIRED ON SIDE LOT LINES FOR LOTS ON WHICH A DETACHED REAR GARAGE WILL BE CONSTRUCTED. DETACHED SINGLE-FAMILY LIVING STRUCTURES MUST COMPLY WITH SECTION 2(A)(7) ABOVE
   - ALL OTHER LOTS NOT MODIFIED TO PUD STANDARDS WILL HAVE 15' FRONT M.U.E., 5' SIDE M.U.E., AND 10' REAR M.U.E.
7. MUNICIPAL UTILITY EASEMENTS SHALL BE IN ACCORDANCE WITH CITY CODE, SECTION 41-141. A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT OF WAY.
8. SETBACKS ARE NOT SHOWN ON LOTS AND SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE OR AS PRESCRIBED IN THE ASSOCIATED DEVELOPMENT AGREEMENT.
9. SIDEWALKS IN FRONT OF RESIDENTIAL LOTS TO BE CONSTRUCTED WITH THE HOME CONSTRUCTION. SIDEWALKS IN FRONT OF OPEN SPACE/GREENBELT/COMMERCIAL LOTS TO BE CONSTRUCTED WHEN THE ADJOINING STREETS ARE CONSTRUCTED.
10. SIDEWALKS SHALL BE INSTALLED ON THE EAST AND WEST SIDE OF "STREET A", "STREET B", "STREET E", ON THE NORTH SIDE OF "STREET C", AND ON THE EAST SIDE OF "STREET C", UNLESS OTHERWISE SHOWN ON PLAN. TRAIL SIDEWALKS ARE SHOWN ON PLAN. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING 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. #430, ARTICLE V, SEC. 10).
11. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES 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.
12. THIS PROJECT IS LOCATED WITHIN THE HAYS CISD BOUNDARY.
13. 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 OWNER ASSOCIATIONS.
14. ONE CALL NOTE:CONTRACTOR MUST CALL THE CITY OF KYLE PUBLIC WORKS DEPARTMENT (512-262-3024) FOR LOCATION OF CITY UTILITIES.
15. NO OBSTRUCTIONS ARE TO BE PLACED WITHIN THE DRAINAGE EASEMENTS.
16. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83) TEXAS SOUTH CENTRAL (4204) ZONE.



VICINITY MAP



REVISION BLOCK

NO.	REVISION DESCRIPTION	REVISE (R) ADD (A) VOID (V), SHEET #	TOTAL # SHEETS	NET CHANGE IMP. COVER SQ. FT.	TOTAL SITE IMP. COVER SQ.FT./%	APPROVED/ DATE

SHEET LIST TABLE

#	Sheet Title
1	COVER SHEET
2	SURVEY BOUNDARY
3	TREE LIST
4	SITE PLAN
5	PREDEVELOPED DRAINAGE AREA MAP
6	DEVELOPED DRAINAGE AREA MAP
7	WATER PLAN
8	WASTEWATER PLAN
9	STORM SEWER PLAN

OWNERS: Milestone Community Builders
ADDRESS: 9111 Jollyville Road, Suite 111
Austin, TX 78759
PHONE: 512-843-2145 FAX:
ACREAGE: 57.293
SURVEY:
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): SEE SHEET FOR LAND USE TABLE
DATE: SEPTEMBER 17, 2020
SURVEYOR: ATWELL, LLC.
PHONE: (512) 904-0505 FAX:

SUBMITTED BY:

CONNOR J OVERBY, LICENSED PROFESSIONAL ENGINEER No. #108799 DATE

REVIEWED BY:

HAYS COUNTY, DIRECTOR OF TRANSPORTATION DATE

HAYS COUNTY, ESD #3 DATE

CITY OF KYLE ENGINEER DATE

CITY OF KYLE-DIRECTOR OF PUBLIC WORKS DATE

CONNOR J OVERBY
108799
PROFESSIONAL ENGINEER
03-15-2021

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

NOTICE
CONSTRUCTION SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR OF OTHER STRUCTURES OR PLANT OR OTHER PERSONS

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78746
O. 512.904.0500 F. 512.904.0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
COVER SHEET

DATE: March 17, 2021

REVISIONS

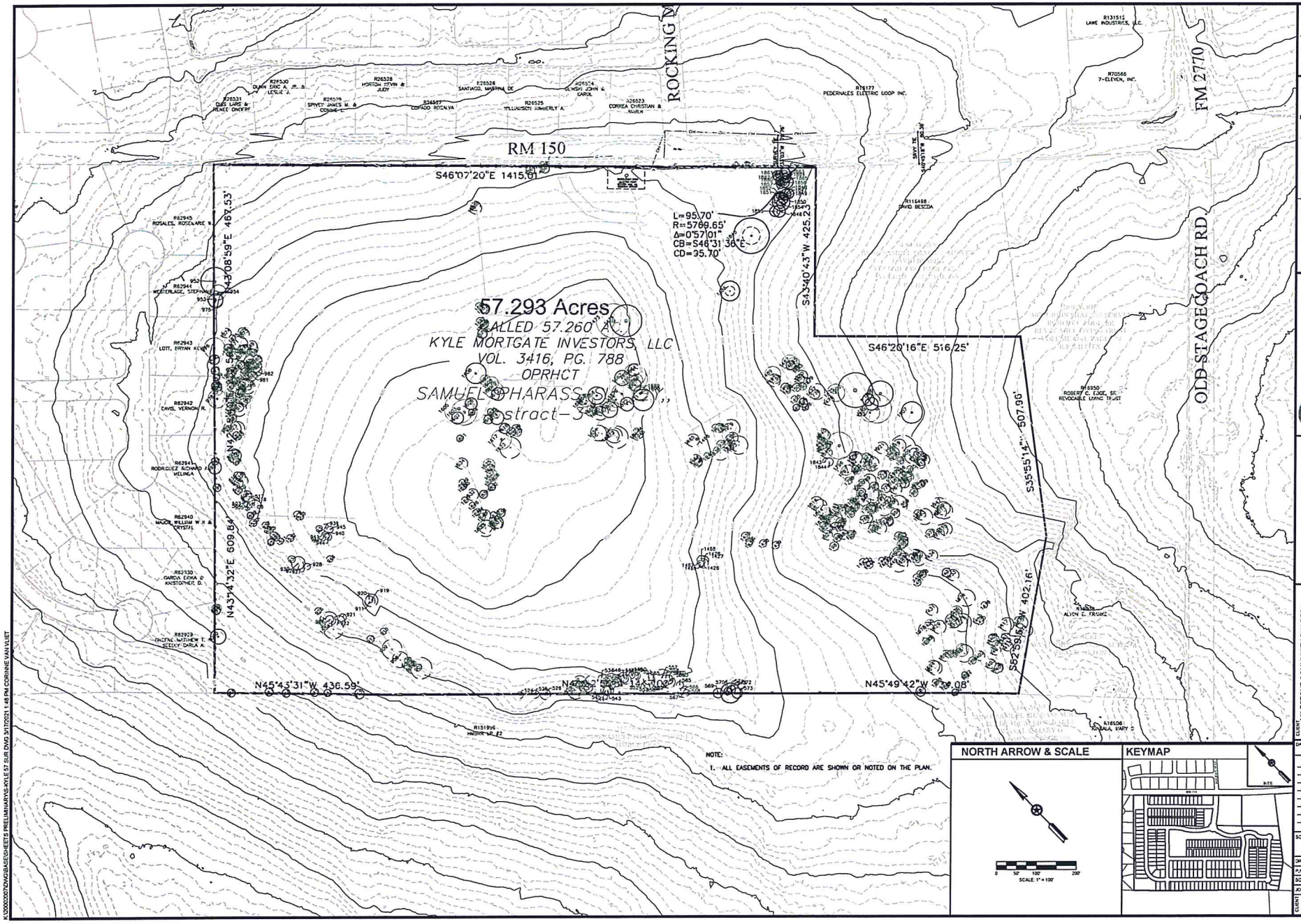
SCALE: 0

DR. CV. AA | CH. CO
P.M. CO
ROCK -
JOB P20020307

CLIENT 1 OF 9

K:\2020\2020\ND\CAD\BASES\SHEETS PRELIMINARY\S-KYLE 57 CVR.DWG 3/17/2021 1:48 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 CVR.DWG



03-15-2021

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE BEEN SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER AND/OR ENGINEER SHALL NOT BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O: 512.328.2312 F: 512.328.0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
SURVEY BOUNDARY

DATE: March 17, 2021

REVISIONS

SCALE: 0

DR. CV. AA | CH. CD
P.M. CD
BOOK: –
JOB: P20022007

CLIENT: 2 OF 9

K:\2002\2007\DWG\BASESHEETS PRELIMINARY\S-KYLE 57 SUR.DWG 3/17/2021 1:48 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 SUR.DWG

Item # 4

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023212002	351	15" LIVE OAK	PROTECT
2023212003	352	16" LIVE OAK	PROTECT
2023730001	502	12" LIVE OAK	REMOVE
2023730002	503	8" LIVE OAK	REMOVE
2023730003	504	10" LIVE OAK	REMOVE
2023730004	505	13" LIVE OAK	REMOVE
2023730005	506	9" LIVE OAK	REMOVE
2023730006	507	14" LIVE OAK	REMOVE
2023730007	508	13" LIVE OAK	REMOVE
2023730008	509	15" LIVE OAK	REMOVE
2023730009	510	15" LIVE OAK	REMOVE
2023730010	511	10" LIVE OAK	REMOVE
2023730011	512	8" LIVE OAK	REMOVE
2023730012	513	19" LIVE OAK	REMOVE
2023730013	514	11" LIVE OAK	REMOVE
2023730014	515	8" LIVE OAK	REMOVE
2023730015	516	12" LIVE OAK	REMOVE
2023730016	517	9" LIVE OAK	REMOVE
2023730017	518	8" LIVE OAK	REMOVE
2023730018	519	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023930000	520	12" LIVE OAK	REMOVE
2023930001	521	17" LIVE OAK	REMOVE
2023930002	522	10" LIVE OAK	REMOVE
2023930003	523	17" LIVE OAK	REMOVE
2023930004	524	8" LIVE OAK	REMOVE
2023930005	525	10" LIVE OAK	REMOVE
2023930006	526	13" LIVE OAK	REMOVE
2023930007	527	16" LIVE OAK	REMOVE
2023930008	528	9" LIVE OAK	REMOVE
2023930009	529	23" LIVE OAK	REMOVE
2023930010	530	16" LIVE OAK	REMOVE
2023930011	531	12" LIVE OAK	REMOVE
2023930012	532	11" LIVE OAK	REMOVE
2023930013	533	27" LIVE OAK	REMOVE
2023930014	534	8" LIVE OAK	REMOVE
2023930015	535	12" LIVE OAK	REMOVE
2023930016	536	8" LIVE OAK	REMOVE
2023930017	537	15" LIVE OAK	REMOVE
2023930018	538	8" LIVE OAK	REMOVE
2024430001	539	15" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2024430002	540	11" LIVE OAK	REMOVE
2024430003	541	13" LIVE OAK	REMOVE
2024430004	542	11" LIVE OAK	REMOVE
2024430005	543	13" LIVE OAK	REMOVE
2024430006	544	10" LIVE OAK	REMOVE
2024430007	545	12" LIVE OAK	REMOVE
2024430008	546	10" LIVE OAK	REMOVE
2024430009	547	10" LIVE OAK	REMOVE
2024430010	548	12" LIVE OAK	REMOVE
2024430011	549	8" LIVE OAK	REMOVE
2024430012	550	8" LIVE OAK	REMOVE
2024430013	551	10" LIVE OAK	REMOVE
2024430014	552	10" LIVE OAK	REMOVE
2024430015	553	14" LIVE OAK	REMOVE
2024430016	554	9" LIVE OAK	REMOVE
2024430017	555	14" LIVE OAK	REMOVE
2024430018	556	14" LIVE OAK	REMOVE
2024430019	557	22" LIVE OAK	REMOVE
2024430020	558	8" LIVE OAK	REMOVE
2024430021	559	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814016	1490	10" LIVE OAK	REMOVE
2026814017	1491	16" LIVE OAK	REMOVE
2026814018	1492	11" LIVE OAK	REMOVE
2026814019	1493	9" LIVE OAK	REMOVE
2026814020	1494	9" LIVE OAK	REMOVE
2026814021	1495	8" LIVE OAK	REMOVE
2026814022	1496	9" LIVE OAK	PROTECT
2026814023	1497	8" LIVE OAK	PROTECT
2026814024	1498	8" LIVE OAK	PROTECT
2026814025	1499	11" LIVE OAK	PROTECT
2026814026	1500	10" LIVE OAK	REMOVE
2026814018	1514	13" CEDAR ELM	REMOVE
2026814019	1515	8" LIVE OAK	REMOVE
2026814020	1516	10" CEDAR ELM	REMOVE
2026814021	1517	9" CEDAR ELM	REMOVE
2026814022	1518	12" CEDAR ELM	REMOVE
2026814023	1519	11" CEDAR ELM	REMOVE
2026814024	1520	10" CEDAR ELM	REMOVE
2026814025	1521	8" CEDAR ELM	REMOVE
2026814026	1522	10" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814027	1523	19" CEDAR ELM	REMOVE
2026814028	1524	8" LIVE OAK	REMOVE
2026814029	1525	8" LIVE OAK	REMOVE
2026814030	1526	8" LIVE OAK	REMOVE
2026814031	1527	9" LIVE OAK	REMOVE
2026814032	1528	18" CEDAR ELM	REMOVE
2026814033	1529	8" CEDAR ELM	REMOVE
2026814034	1530	9" CEDAR ELM	REMOVE
2026814035	1531	8" LIVE OAK	REMOVE
2026814036	1532	9" LIVE OAK	REMOVE
2026814037	1533	9" LIVE OAK	REMOVE
2026814038	1534	25" LIVE OAK	REMOVE
2026814039	1535	11" CEDAR ELM	PROTECT
2026814040	1536	11" CEDAR ELM	PROTECT
2026814041	1537	11" CEDAR ELM	PROTECT
2026814042	1538	9" LIVE OAK	PROTECT
2026814043	1539	8" LIVE OAK	PROTECT
2026814044	1540	12" CEDAR ELM	PROTECT
202624000	1601	8" LIVE OAK	PROTECT
202624001	1602	15" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624002	1603	32" LIVE OAK	PROTECT
202624003	1604	8" LIVE OAK	PROTECT
202624004	1605	37" LIVE OAK	PROTECT
202624005	1606	15" CEDAR ELM	PROTECT
202624006	1607	13" CEDAR ELM	PROTECT
202624007	1608	28" LIVE OAK	PROTECT
202624008	1609	17" CEDAR ELM	PROTECT
202624009	1610	11" CEDAR ELM	PROTECT
202624010	1611	22" LIVE OAK	PROTECT
202624011	1612	16" LIVE OAK	PROTECT
202624012	1613	12" LIVE OAK	PROTECT
202624013	1614	17" LIVE OAK	PROTECT
202624014	1615	8" LIVE OAK 12	PROTECT
202624015	1616	11" LIVE OAK	PROTECT
202624016	1617	25" LIVE OAK	PROTECT
202624017	1618	13" LIVE OAK	PROTECT
202624018	1619	10" LIVE OAK	REMOVE
202624019	1620	12" LIVE OAK	REMOVE
202624020	1621	10" LIVE OAK	REMOVE
202624021	1622	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714135	1866	11" LIVE OAK	PROTECT
2026714136	1867	11" LIVE OAK	PROTECT
2026714137	1868	11" CEDAR ELM	REMOVE
2026714138	1869	8" CEDAR ELM	REMOVE
2026714139	1870	13" CEDAR ELM	REMOVE
2026714140	1871	21" CEDAR ELM	REMOVE
2026714141	1872	10" CEDAR ELM	REMOVE
2026714142	1873	12" CEDAR ELM	REMOVE
2026714143	1874	12" CEDAR ELM	REMOVE
2026714144	1875	8" CEDAR ELM	REMOVE
2026714145	1876	9" CEDAR ELM	REMOVE
2026714146	1877	11" CEDAR ELM	REMOVE
2026714147	1878	12" CEDAR ELM	REMOVE
2026714148	1879	11" CEDAR ELM	REMOVE
2026714149	1880	12" CEDAR ELM	REMOVE
2026714150	1881	12" LIVE OAK	REMOVE
2026714151	1882	8" LIVE OAK	REMOVE
2026714152	1883	11" CEDAR ELM	REMOVE
2026814001	1884	11" CEDAR ELM	REMOVE
2026814002	1885	14" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026814003	1886	22" CEDAR ELM	REMOVE
2026814004	1887	10" CEDAR ELM	REMOVE
2026814005	1888	10" CEDAR ELM	REMOVE
2026814006	1889	11" CEDAR ELM	REMOVE
2026814007	1890	15" CEDAR ELM	REMOVE
2026814008	1891	13" LIVE OAK	REMOVE
2026814009	1892	9" LIVE OAK	REMOVE
2026814010	1893	19" CEDAR ELM	REMOVE
2026814011	1894	8" CEDAR ELM	REMOVE
2026814012	1895	11" CEDAR ELM	REMOVE
2026814013	1896	11" CEDAR ELM	REMOVE
2026814014	1897	9" CEDAR ELM	REMOVE
2026814015	1898	8" CEDAR ELM	REMOVE
2026814016	1899	8" LIVE OAK	REMOVE
2026814017	1900	13" CEDAR ELM	REMOVE
2026614027	1901	9" LIVE OAK	REMOVE
2026614028	1902	44" LIVE OAK	PROTECT
2026614029	1904	24" LIVE OAK	PROTECT
2026614030	1905	36" LIVE OAK	PROTECT
2026614031	1906	32" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2024730000	560	16" LIVE OAK	REMOVE
2024730001	561	9" LIVE OAK	REMOVE
2024730002	562	8" LIVE OAK	REMOVE
2024730003	563	8" LIVE OAK	REMOVE
2024730004	564	8" LIVE OAK	REMOVE
2024730005	565	9" LIVE OAK	REMOVE
2024730006	566	10" LIVE OAK	REMOVE
2024730007	567	12" LIVE OAK	REMOVE
2024730008	568	8" LIVE OAK	REMOVE
2024730009	569	12" LIVE OAK	PROTECT
2024030001	570	9" LIVE OAK	PROTECT
2024030002	571	8" LIVE OAK	PROTECT
2024030003	572	25" LIVE OAK	PROTECT
2024030005	573	13" LIVE OAK	PROTECT
2024030004	573	10" LIVE OAK	PROTECT
2023030001	901	27" LIVE OAK	REMOVE
2023030002	902	9" LIVE OAK	REMOVE
2023030003	903	13" LIVE OAK	REMOVE
2023030004	904	13" LIVE OAK	REMOVE
2023030005	905	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023030006	906	8" LIVE OAK	REMOVE
2023030007	907	9" LIVE OAK	REMOVE
2023030008	908	20" LIVE OAK	REMOVE
2023030009	909	25" LIVE OAK	REMOVE
2023030010	910	8" LIVE OAK	REMOVE
2023030018	911	13" LIVE OAK	REMOVE
2023030011	912	9" LIVE OAK	REMOVE
2023030012	913	12" LIVE OAK	PROTECT
2023030013	914	9" LIVE OAK	PROTECT
2023030014	915	10" LIVE OAK	PROTECT
2023030015	916	10" LIVE OAK	PROTECT
2023030016	917	10" LIVE OAK	PROTECT
2023030017	918	10" LIVE OAK	PROTECT
2023030019	919	16" LIVE OAK	REMOVE
2023030020	920	9" LIVE OAK	REMOVE
2023030021	921	9" LIVE OAK	REMOVE
2023030022	922	16" LIVE OAK	REMOVE
2023030023	923	10" LIVE OAK	REMOVE
2023030024	924	23" LIVE OAK	REMOVE
2023030025	925	10" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023130001	926	8" LIVE OAK	REMOVE
2023130002	927	8" LIVE OAK	REMOVE
2023130003	928	8" LIVE OAK	REMOVE
2023130004	929	11" LIVE OAK	REMOVE
2023130005	930	17" LIVE OAK	REMOVE
2023130006	931	9" LIVE OAK	REMOVE
2023130007	932	10" LIVE OAK	REMOVE
2023130008	933	9" LIVE OAK	REMOVE
2023130009	934	8" LIVE OAK	REMOVE
2023130010	935	8" LIVE OAK	REMOVE
2023130011	936	9" LIVE OAK	REMOVE
2023130012	937	8" LIVE OAK	REMOVE
2023130013	938	8" LIVE OAK	REMOVE
2023130014	939	12" LIVE OAK	REMOVE
2023130015	940	13" LIVE OAK	REMOVE
2023130016	941	9" LIVE OAK	REMOVE
2023130017	942	8" LIVE OAK	REMOVE
2023130018	943	8" LIVE OAK	REMOVE
2023130019	944	9" LIVE OAK	REMOVE
2023130020	945	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624022	1623	27" LIVE OAK	REMOVE
202624024	1625	15" LIVE OAK	PROTECT
202624025	1626	11" LIVE OAK	PROTECT
202624026	1627	14" LIVE OAK	PROTECT
202624027	1628	9" LIVE OAK	PROTECT
202624028	1629	12" CEDAR ELM	PROTECT
202624029	1630	9" LIVE OAK	PROTECT
202624030	1631	10" CEDAR ELM	PROTECT
202624031	1632	15" CEDAR ELM	REMOVE
202624032	1633	8" LIVE OAK	REMOVE
202624033	1634	14" LIVE OAK	REMOVE
202624034	1635	21" LIVE OAK	REMOVE
202624035	1636	17" LIVE OAK	REMOVE
202624036	1637	13" LIVE OAK	REMOVE
202624037	1638	10" LIVE OAK	REMOVE
202624038	1639	8" CEDAR ELM	REMOVE
202624039	1640	8" LIVE OAK	REMOVE
202624040	1641	14" LIVE OAK	REMOVE
202624041	1643	9" LIVE OAK	REMOVE
202624042	1644	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624043	1645	8" LIVE OAK	REMOVE
202624044	1646	8" LIVE OAK	REMOVE
202624045	1647	8" LIVE OAK	REMOVE
202624046	1648	8" LIVE OAK	REMOVE
202624047	1649	8" LIVE OAK	REMOVE
202624048	1650	18" LIVE OAK	REMOVE
202624049	1651	20" LIVE OAK	REMOVE
202624050	1652	13" LIVE OAK	REMOVE
202624051	1653	10" LIVE OAK	REMOVE
202624052	1654	12" LIVE OAK	REMOVE
202624053	1655	20" LIVE OAK	REMOVE
202624054	1656	22" LIVE OAK	PROTECT
202624055	1657	16" LIVE OAK	PROTECT
202624056	1658	13" LIVE OAK	PROTECT
202624057	1659	24" LIVE OAK	PROTECT
202624059	1661	13" LIVE OAK	PROTECT
202624060	1662	19" LIVE OAK	PROTECT
202624061	1663	28" LIVE OAK	PROTECT
202624062	1664	15" LIVE OAK	PROTECT
202624063	1665	27" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202624064	1666	15" LIVE OAK	PROTECT
202624065	1667	15" LIVE OAK	PROTECT
202624066	1668	17" LIVE OAK	PROTECT
202624067	1669	18" LIVE OAK	PROTECT
202624068	1670	18" LIVE OAK	PROTECT
202624069	1671	27" LIVE OAK	PROTECT
202624070	1672	17" LIVE OAK	PROTECT
202624071	1673	26" LIVE OAK	PROTECT
202624072	1674	20" LIVE OAK	PROTECT
202624073	1675	14" LIVE OAK	PROTECT
202624074	1676	20" LIVE OAK	PROTECT
202634000	1677	14" LIVE OAK	PROTECT
202634001	1678	12" LIVE OAK	PROTECT
202634002	1679	10" LIVE OAK	REMOVE
202634003	1680	10" LIVE OAK	REMOVE
202634006	1681	10" LIVE OAK	REMOVE
202634004	1681	11" LIVE OAK	REMOVE
202634005	1682	10" LIVE OAK	REMOVE
202634007	1683	11" LIVE OAK	REMOVE
202634008	1684	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614053	1927	9" LIVE OAK	REMOVE
2026614054	1928	11" LIVE OAK	REMOVE
2026614055	1929	9" LIVE OAK	REMOVE
2026614056	1930	23" LIVE OAK	REMOVE
2026614057	1931	14" LIVE OAK	REMOVE
2026614058	1932	10" LIVE OAK	REMOVE
2026614059	1933	10" CEDAR ELM	REMOVE
2026614060	1934	9" CEDAR ELM	REMOVE
2026614061	1935	8" CEDAR ELM	REMOVE
2026614062	1936	13" LIVE OAK	REMOVE
2026614063	1937	23" LIVE OAK	REMOVE
2026614064	1938	19" LIVE OAK	REMOVE
2026614065	1939	10" CEDAR ELM	REMOVE
2026614066	1940	8" CEDAR ELM	REMOVE
2026614067	1941	10" LIVE OAK	REMOVE
2026614068	1942	10" LIVE OAK	REMOVE
2026614069	1943	9" LIVE OAK 5	REMOVE
2026614070	1944	8" LIVE OAK	REMOVE
2026614071	1945	14" LIVE OAK	REMOVE
2026614072	1946	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614073	1947	15" LIVE OAK	REMOVE
2026614074	1948	8" LIVE OAK	REMOVE
2026614077	1949	17" LIVE OAK	REMOVE
2026614076	1950	20" LIVE OAK	REMOVE
2026614078	1951	15" LIVE OAK	REMOVE
2026614079	1952	20" LIVE OAK	REMOVE
2026614080	1953	12" LIVE OAK	REMOVE
2026614081	1954	9" CEDAR ELM	REMOVE
2026614083	1955	9" LIVE OAK	REMOVE
2026614082	1956	9" LIVE OAK	REMOVE
2026614084	1957	23" LIVE OAK	REMOVE
2026614085	1958	11" CEDAR ELM	REMOVE
2026614086	1959	11" CEDAR ELM	REMOVE
202624058	1960	10" LIVE OAK	REMOVE
2026614087	1960	11" CEDAR ELM	REMOVE
2026614088	1961	11" LIVE OAK	REMOVE
2026614089	1962	11" LIVE OAK	REMOVE
2026614090	1963	11" LIVE OAK	REMOVE
2026614091	1964	11" LIVE OAK	REMOVE
2026614092	1965	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023130021	946	8" LIVE OAK	REMOVE
2023230001	947	11" LIVE OAK	REMOVE
2023230002	948	14" LIVE OAK	REMOVE
2023230003	949	13" LIVE OAK	REMOVE
2023230004	950	9" LIVE OAK	REMOVE
2023230005	951	9" LIVE OAK	REMOVE
2023230006	952	35" LIVE OAK	PROTECT
2023230007	953	20" LIVE OAK	PROTECT
2023230008	954	19" LIVE OAK	PROTECT
2023230009	975	18" LIVE OAK	PROTECT
2023230010	976	26" LIVE OAK	PROTECT
2023230011	977	10" LIVE OAK	PROTECT
2023230012	978	23" LIVE OAK	PROTECT
2023230013	979	10" LIVE OAK	REMOVE
2023230014	980	18" LIVE OAK	REMOVE
2023230015	981	12" LIVE OAK	REMOVE
2023230016	982	11" LIVE OAK	REMOVE
2023230017	983	17" LIVE OAK	REMOVE
2023230018	984	24" LIVE OAK	REMOVE
2023230019	985	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2023630000	986	11" LIVE OAK	REMOVE
2023630001	987	18" LIVE OAK	REMOVE
2023630002	988	15" LIVE OAK	REMOVE
2023630003	989	22" LIVE OAK	REMOVE
2023630004	990	9" LIVE OAK	REMOVE
2023630005	991	17" LIVE OAK	REMOVE
2023630006	992	12" LIVE OAK	REMOVE
2023630007	993	8" LIVE OAK	REMOVE
2023630008	994	9" LIVE OAK	PROTECT
2023630009	995	16" LIVE OAK	PROTECT
2023630010	996	9.5" LIVE OAK	PROTECT
2023630011	997	11" LIVE OAK	PROTECT
2023630012	998	12" LIVE OAK	PROTECT
2023630013	999	10" LIVE OAK	PROTECT
2023630014	1000	19" LIVE OAK	PROTECT
202634025	1401	11" LIVE OAK	REMOVE
202634026	1402	12" LIVE OAK	REMOVE
202634027	1403	12" LIVE OAK	REMOVE
202634028	1404	13" LIVE OAK	REMOVE
202634029	1405	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634030	1406	12" LIVE OAK	REMOVE
202634031	1407	12" LIVE OAK	REMOVE
202634032	1408	14" LIVE OAK	REMOVE
202634033	1409	10" LIVE OAK	REMOVE
202634034	1410	12" LIVE OAK	REMOVE
202634035	1411	10" LIVE OAK	REMOVE
202634036	1412	11" LIVE OAK	REMOVE
202634037	1413	12" CEDAR ELM	REMOVE
202634038	1414	17" LIVE OAK	REMOVE
202634039	1415	15" LIVE OAK	REMOVE
202634040	1416	8" LIVE OAK	REMOVE
202634041	1417	17" LIVE OAK	REMOVE
202634042	1418	8" LIVE OAK	REMOVE
202634043	1419	12" LIVE OAK	REMOVE
202634044	1420	9" LIVE OAK	REMOVE
202634045	1421	13" LIVE OAK	REMOVE
202634046	1422	23" LIVE OAK	REMOVE
202634047	1423	15" LIVE OAK	REMOVE
202634048	1424	19" LIVE OAK	REMOVE
202634050	1426	12" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634009	1685	15" LIVE OAK	REMOVE
202634010	1686	12" LIVE OAK	REMOVE
202634012	1687	12" LIVE OAK	PROTECT
202634013	1688	8" LIVE OAK	REMOVE
202634014	1689	8" LIVE OAK	REMOVE
202634015	1690	8" LIVE OAK	PROTECT
202634016	1691	8" LIVE OAK	PROTECT
202634017	1692	8" LIVE OAK	PROTECT
202634018	1693	17" LIVE OAK	REMOVE
202634019	1694	16" LIVE OAK	REMOVE
202634020	1695	14" LIVE OAK	REMOVE
202634021	1696	9" LIVE OAK	REMOVE
202634022	1697	16" LIVE OAK	PROTECT
202634023	1698	22" LIVE OAK	REMOVE
202634024	1699	9" CEDAR ELM	REMOVE
2026714031	1761	20" LIVE OAK	REMOVE
2026714032	1762	11" LIVE OAK	REMOVE
2026714033	1763	11" LIVE OAK	REMOVE
2026714034	1764	11" LIVE OAK	REMOVE
2026714035	1765	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714036	1766	11" LIVE OAK	REMOVE
2026714037	1767	14" CEDAR ELM	REMOVE
2026714038	1768	15" LIVE OAK	REMOVE
2026714039	1770	11" LIVE OAK	REMOVE
2026714040	1771	11" CEDAR ELM	REMOVE
2026714041	1772	8" LIVE OAK 6	REMOVE
2026714042	1773	9" LIVE OAK	REMOVE
2026714043	1774	14" LIVE OAK	REMOVE
2026714044	1775	19" CEDAR ELM	REMOVE
2026714045	1776	8" LIVE OAK	REMOVE
2026714046	1777	10" CEDAR ELM	REMOVE
2026714047	1778	8" LIVE OAK	REMOVE
2026614005	1778	11" LIVE OAK	REMOVE
2026714048	1779	11" CEDAR ELM	REMOVE
2026714049	1780	10" LIVE OAK	REMOVE
2026714050	1781	11" CEDAR ELM	REMOVE
2026714051	1782	11" LIVE OAK	REMOVE
2026714052	1783	15" CEDAR ELM	REMOVE
2026714053	1784	10" LIVE OAK	REMOVE
2026714054	1785	22" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714055	1786	14" LIVE OAK	REMOVE
2026714056	1787	14" LIVE OAK	REMOVE
2026714057	1788	11" CEDAR ELM	REMOVE
2026714058	1789	17" LIVE OAK	REMOVE
2026714059	1790	11" CEDAR ELM	REMOVE
2026714060	1791	8" LIVE OAK	REMOVE
2026714061	1792	9" LIVE OAK	REMOVE
2026714062	1793	9" CEDAR ELM	REMOVE
2026714063	1794	16" LIVE OAK	REMOVE
2026714064	1795	9" CEDAR ELM	PROTECT
2026714065	1796	23" CEDAR ELM	PROTECT
2026714066	1797	18" CEDAR ELM	PROTECT
2026714067	1798	9" CEDAR ELM	REMOVE
2026714068	1799	12" LIVE OAK	REMOVE
2026714069	1800	16" LIVE OAK	REMOVE
2026714070	1802	9" LIVE OAK	PROTECT
2026714071	1803	9" LIVE OAK	PROTECT
2026714072	1804	15" CEDAR ELM	REMOVE
2026714073	1805	13" LIVE OAK	REMOVE
2026714074	1806	13" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614032	1907	27" LIVE OAK	PROTECT
2026614033	1908	10" LIVE OAK	REMOVE
2026614034	1909	24" LIVE OAK	REMOVE
2026614035	1910	13" LIVE OAK	REMOVE
2026614036	1911	14" LIVE OAK	REMOVE
2026614037	1912	14" LIVE OAK	REMOVE
2026614038	1913	12" LIVE OAK	REMOVE
2026614039	1914	9" LIVE OAK	REMOVE
2026614040	1915	15" LIVE OAK	REMOVE
2026614041	1916	9" LIVE OAK	REMOVE
2026614042	1917	11" LIVE OAK	REMOVE
2026614043	1918	32" LIVE OAK	REMOVE
2026614044	1919	17" LIVE OAK	REMOVE
2026614045	1920	15" LIVE OAK	REMOVE
2026614046	1921	15" LIVE OAK	REMOVE
2026614047	1922	11" LIVE OAK	REMOVE
2026614048	1923	11" LIVE OAK	REMOVE
2026614049	1924	11" LIVE OAK	REMOVE
2026614050	1925	22" LIVE OAK	REMOVE
2026614051	1926	18" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026614093	1966	10" LIVE OAK 14	REMOVE
2026614094	1967	15" CEDAR ELM	REMOVE
2026614095	1968	11" LIVE OAK	REMOVE
2026614096	1969	9" CEDAR ELM	REMOVE
2026714000	1970	16" LIVE OAK	REMOVE
2026714001	1971	15" LIVE OAK	REMOVE
2026714002	1972	13" LIVE OAK	REMOVE
2026714003	1973	10" LIVE OAK	REMOVE
2026714004	1974	21" LIVE OAK	REMOVE
2026714005	1975	14" LIVE OAK	REMOVE
2026714006	1976	14" LIVE OAK	REMOVE
2026714007	1977	11" LIVE OAK	REMOVE
2026714008	1978	20" LIVE OAK	REMOVE
2026714009	1979	12" LIVE OAK	REMOVE
2026714010	1980	8" LIVE OAK	REMOVE
2026714011	1981	11" CEDAR ELM	REMOVE
2026714012	1982	10" LIVE OAK	REMOVE
2026714013	1983	12" LIVE OAK	REMOVE
2026714014	1984	9" LIVE OAK	REMOVE
2026714015	1985	9" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634051	1427	8" LIVE OAK	REMOVE
202634052	1428	12" LIVE OAK	REMOVE
202634053	1429	17" LIVE OAK	REMOVE
202634054	1430	12" LIVE OAK	PROTECT
202634055	1431	14" LIVE OAK	REMOVE
202634056	1432	11" LIVE OAK	PROTECT
202634057	1433	14" LIVE OAK	REMOVE
202634058	1434	14" LIVE OAK	REMOVE
202634059	1435	10" LIVE OAK	REMOVE
202634060	1436	9" LIVE OAK	REMOVE
202634061	1437	8" LIVE OAK	REMOVE
202634062	1438	9" LIVE OAK	REMOVE
202634063	1439	8" LIVE OAK	REMOVE
202634064	1440	9" LIVE OAK	REMOVE
202634066	1441	9" LIVE OAK	REMOVE
202634065	1441	8" LIVE OAK	REMOVE
202634067	1443	8" LIVE OAK	REMOVE
202634068	1444	9" LIVE OAK	REMOVE
202634069	1445	8" LIVE OAK	REMOVE
202634070	1446	8" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202634071	1447	8" LIVE OAK 8	REMOVE
202634072	1448	21" LIVE OAK	REMOVE
202634073	1449	22" LIVE OAK	REMOVE
202634074	1450	10" LIVE OAK	REMOVE
202634075	1451	13" LIVE OAK	REMOVE
202634076	1452	12" LIVE OAK	REMOVE
202634077	1453	13" LIVE OAK	REMOVE
202634078	1454	13" LIVE OAK	REMOVE
202634079	1455	19" LIVE OAK	REMOVE
202634080	1456	9" LIVE OAK	REMOVE
202634081	1457	8" LIVE OAK	REMOVE
202634082	1458	9" LIVE OAK	REMOVE
202634083	1459	8" LIVE OAK	REMOVE
202634084	1460	9" LIVE OAK	REMOVE
202634085	1461	9" LIVE OAK	REMOVE
202644001	1464	13" LIVE OAK	REMOVE
202644002	1465	16" LIVE OAK	REMOVE
202644003	1466	-3" LIVE OAK	REMOVE
202644004	1467	11" LIVE OAK	REMOVE
202644005	1468	11" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
202644006	1469	9" LIVE OAK	REMOVE
202644007	1470	28" LIVE OAK	REMOVE
202644008	1471	19" LIVE OAK	REMOVE
202644009	1472	16" LIVE OAK	REMOVE
202644010	1473	43" LIVE OAK	PROTECT
202644011	1474	40" LIVE OAK	PROTECT
2026614002	1475	22" LIVE OAK	PROTECT
2026614003	1476	12" LIVE OAK	REMOVE
2026614004	1477	20" LIVE OAK	REMOVE
2026614006	1479	8" LIVE OAK	REMOVE
2026614007	1480	15" LIVE OAK	REMOVE
2026614008	1481	11" LIVE OAK	REMOVE
2026614009	1482	11" LIVE OAK	REMOVE
2026614010	1483	8" LIVE OAK	PROTECT
2026614011	1484	9" LIVE OAK	PROTECT
2026614012	1485	13" LIVE OAK	PROTECT
2026614001	1486	25" LIVE OAK	REMAIN
2026614013	1487	19" LIVE OAK	PROTECT
2026614014	1488	11" LIVE OAK	PROTECT
2026614015	1489	20" LIVE OAK	PROTECT

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714075	1807	9" CEDAR ELM	REMOVE
2026714076	1808	10" LIVE OAK	REMOVE
2026714077	1809	9" CEDAR ELM	REMOVE
2026714078	1810	13" LIVE OAK	REMOVE
2026714079	1811	14" CEDAR ELM	REMOVE
2026714080	1812	14" LIVE OAK	REMOVE
2026714082	1813	12" LIVE OAK	REMOVE
2026714081	1813	12" LIVE OAK	REMOVE
2026714083	1814	19" LIVE OAK	REMOVE
2026714084	1815	17" LIVE OAK	REMOVE
2026714085	1816	17" LIVE OAK	REMOVE
2026714086	1817	12" LIVE OAK	REMOVE
2026714087	1818	9" CEDAR ELM	REMOVE
2026714088	1819	14" LIVE OAK	REMOVE
2026714089	1820	10" LIVE OAK	REMOVE
2026714090	1821	14" LIVE OAK	REMOVE
2026714091	1822	11" LIVE OAK	REMOVE
2026714092	1823	13" LIVE OAK	REMOVE
2026714093	1824	12" CEDAR ELM	REMOVE
2026714094	1825	11" CEDAR ELM	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714095	1826	9" CEDAR ELM	REMOVE
2026714096	1827	9" LIVE OAK	REMOVE
2026714097	1828	11" LIVE OAK	REMOVE
2026714098	1829	8" LIVE OAK	REMOVE
2026714099	1830	20" LIVE OAK	REMOVE
2026714100	1831	11" LIVE OAK	REMOVE
2026714101	1832	34" LIVE OAK	PROTECT
2026714102	1833	8" LIVE OAK	REMOVE
2026714103	1834	11" LIVE OAK	REMOVE
2026714104	1835	13" LIVE OAK	REMOVE
2026714105	1836	10" LIVE OAK	REMOVE
2026714106	1837	13" LIVE OAK	REMOVE
2026714107	1838	11" LIVE OAK	REMOVE
2026714108	1839	15" LIVE OAK	REMOVE
2026714109	1840	13" LIVE OAK	REMOVE
2026714110	1841	9" LIVE OAK	REMOVE
2026714111	1842	13" LIVE OAK	REMOVE
2026714112	1843	8" LIVE OAK	REMOVE
2026714113	1844	10" LIVE OAK	REMOVE
2026714114	1845	45" LIVE OAK	REMAIN

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714115	1846	15" LIVE OAK	REMAIN
2026714116	1847	12" LIVE OAK	REMAIN
2026714117	1848	13" LIVE OAK	REMAIN
2026714118	1849	13" LIVE OAK	REMAIN
2026714119	1850	11" LIVE OAK	REMAIN
2026714120	1851	17" LIVE OAK	REMAIN
2026714121	1852	10" LIVE OAK	REMAIN
2026714122	1853	22" LIVE OAK	REMAIN
2026714123	1854	11" LIVE OAK	REMAIN
2026714124	1855	13" LIVE OAK	REMAIN
2026714125	1856	11" LIVE OAK	REMAIN
2026714126	1857	10" LIVE OAK	REMAIN
2026714127	1858	9" LIVE OAK	REMAIN
2026714128	1859	10" LIVE OAK	REMAIN
2026714129	1860	9" LIVE OAK	REMAIN
2026714130	1861	12" LIVE OAK	REMAIN
2026714131	1862	9" LIVE OAK	REMAIN
2026714132	1863	13" LIVE OAK	REMAIN
2026714133	1864	11" LIVE OAK	REMAIN
2026714134	1865	16" LIVE OAK	REMOVE

TREE TABLE

POINT #	TREE TAG #	SIZE & TYPE	STATUS
2026714016	1986	12" CEDAR ELM	REMOVE
2026714017	1987	10" LIVE OAK	REMOVE
2026714018	1988	13" LIVE OAK	REMOVE
2026714019	1989	8" LIVE OAK	REMOVE
2026714020	1990	12" LIVE OAK	REMOVE
2026714021	1991	10" LIVE OAK	REMOVE
2026714022	1992	13" LIVE OAK	REMOVE
2026714023	1993	10" CEDAR ELM	REMOVE
2026714024	1994	18" LIVE OAK	REMOVE
2026714025	1995	8" LIVE OAK	REMOVE
2026714026	1996	11" LIVE OAK	REMOVE
2026714027	1997	9" LIVE OAK	REMOVE
2026714028	1998	9" LIVE OAK	REMOVE
2026714029	1999	14" LIVE OAK	REMOVE
2026714030	2000	10" LIVE OAK	REMOVE

CONNOR J. OVERBY
108799
03-15-2021

811
Know what's **below.**
Call before you dig.

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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT
MILESTONE COMMUNITY BUILDERS

KYLE 57

TREE LIST

DATE
March 17, 2021

REVISIONS

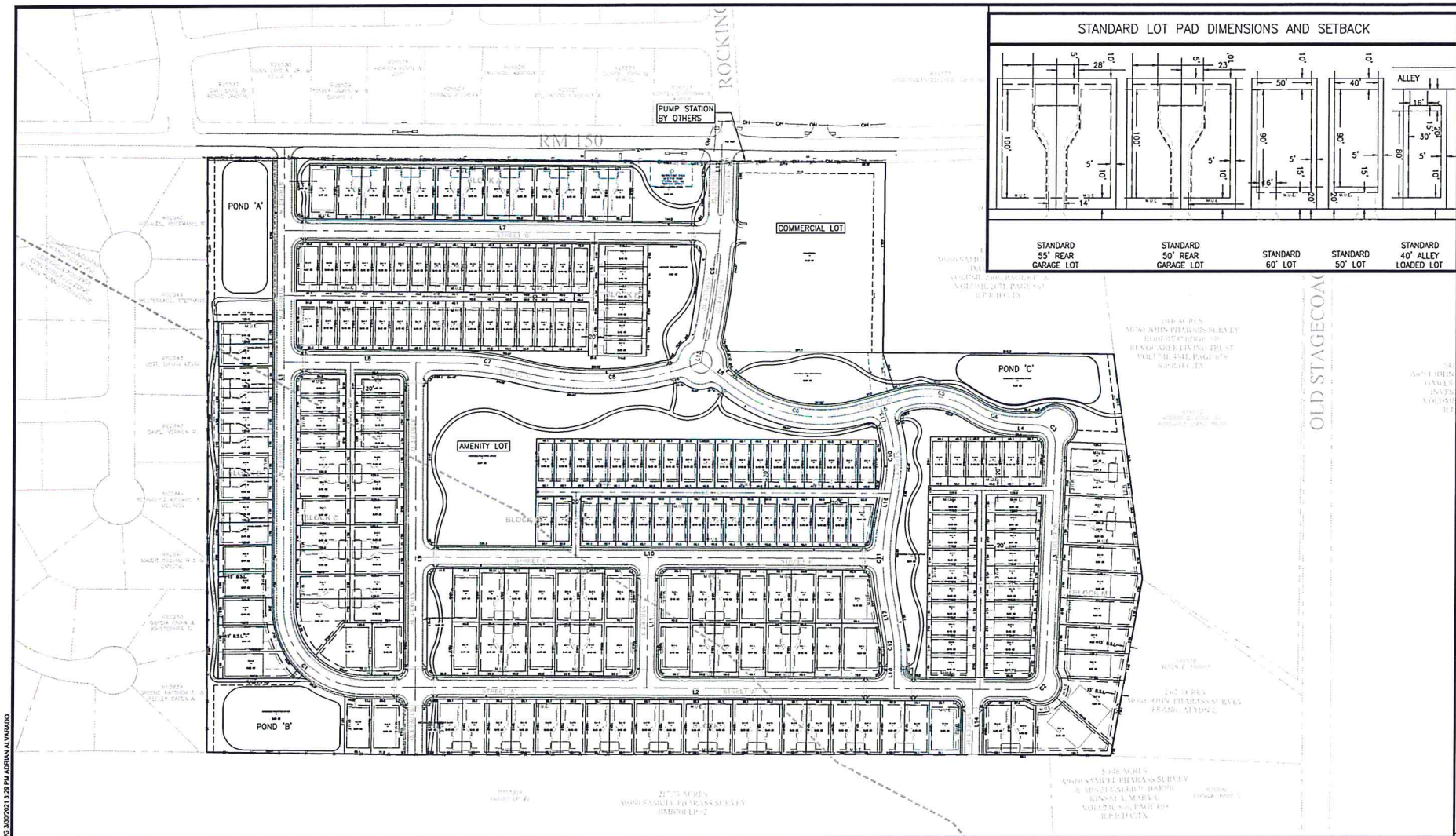
SCALE 0

DR. CV, AA | CH. CO
P.M. CO
BOOK –
JOB P20002007
SHEET 3 OF 9

CAD FILE: S-KYLE 57 TREE.DWG

K:\20002007\DWG\BASESHEETS PRELIMINARYS-KYLE 57 TREE DWG 3/17/2021 1:47 PM CORINNE VAN VLIET

Item # 4



STANDARD LOT PAD DIMENSIONS AND SETBACK

LINE & CURVE TABLE

LINE TABLE	
LINE #	LENGTH
L1	1030.49
L2	1481.29
L3	511.85
L4	49.35
L5	107.14
L6	98.51
L7	959.61
L8	359.58
L9	878.26
L10	1044.33

LINE TABLE	
LINE #	LENGTH
L11	292.00
L12	105.40
L13	25.28
L14	146.46
L15	50.58
L16	82.13
L17	65.09
L18	71.52

CURVE TABLE		
CURVE #	LENGTH	RADIUS
C1	281.10	180.00
C2	63.19	41.00
C3	64.40	41.00
C4	101.32	180.00
C5	156.33	180.00
C6	293.28	320.00
C7	161.29	660.00
C8	405.94	660.00
C9	361.30	1853.00
C10	130.32	300.00
C11	169.86	500.00
C12	52.22	300.00

Lot Use Table		
Lot Type	Count	Acres
Single Family Residential	219	29.78
40' Lots (Alley Loaded)	109	
50' Lots (Shared Driveway)	76	
60' Lots	34	
Drainage/Open space/ Greenbelt	10	11.36
Commercial	1	3.29
Other (Alley)	4	1.19
Right of way	1	11.67
Total	235	57.29

* ALL RESIDENTIAL LOTS WITHIN THE DEVELOPMENT SHALL BE REZONED R-1-A.
** THE COMMERCIAL LOT SHALL BE REZONED RS.

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY
- STREET CENTERLINE
- SIDEWALK
- CURB AND GUTTER
- PROPOSED CONTOURS
- EXISTING CONTOURS
- EXISTING EASEMENT
- PHASE LINE
- EDWARDS AQUIFER ZONE

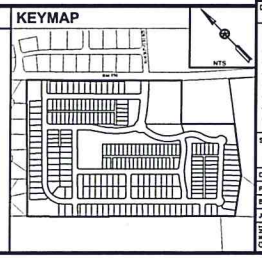
TABLES

List of Public Roads - Kyle 57				
Road Name	CLASSIFICATION	LENGTH (LF)	ROW WIDTH	PAVEMENT WIDTH FOC-FOC
STREET 'A'	LOCAL STREET	1,430	52/56	32
STREET 'B'	LOCAL STREET	962	52	32
STREET 'C'	PARKWAY STREET	1,775	56	32
STREET 'D'	LOCAL STREET	867	52	32
STREET 'E'	LOCAL STREET	1,075	52	32
STREET 'F'	LOCAL STREET	292	52	32
STREET 'G'	ENTRY BLVD	497	64	40
STREET 'H'	LOCAL STREET	146	52	32
STREET 'I'	LOCAL STREET	642	56	32
TOTAL		9,856		

Alley ways - Kyle 57				
Road Name	CLASSIFICATION	LENGTH (LF)	ALLEY WIDTH	ALLEY PAVEMENT WIDTH FOC-FOC
ALLEY 'A'	ALLEY	658	20	16
ALLEY 'B'	ALLEY	276	20	16
ALLEY 'C'	ALLEY	595	20	16
ALLEY 'D'	ALLEY	793	20	16
ALLEY 'E'	ALLEY	146	20	16
ALLEY 'F'	ALLEY	446	20	16
Alley 'G'	ALLEY	280	20	16
TOTAL:		2,824		

NORTH ARROW & SCALE

KEYMAP



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TBPE Reg. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
SITE PLAN

DATE: March 30, 2021

REVISIONS

SCALE: 0

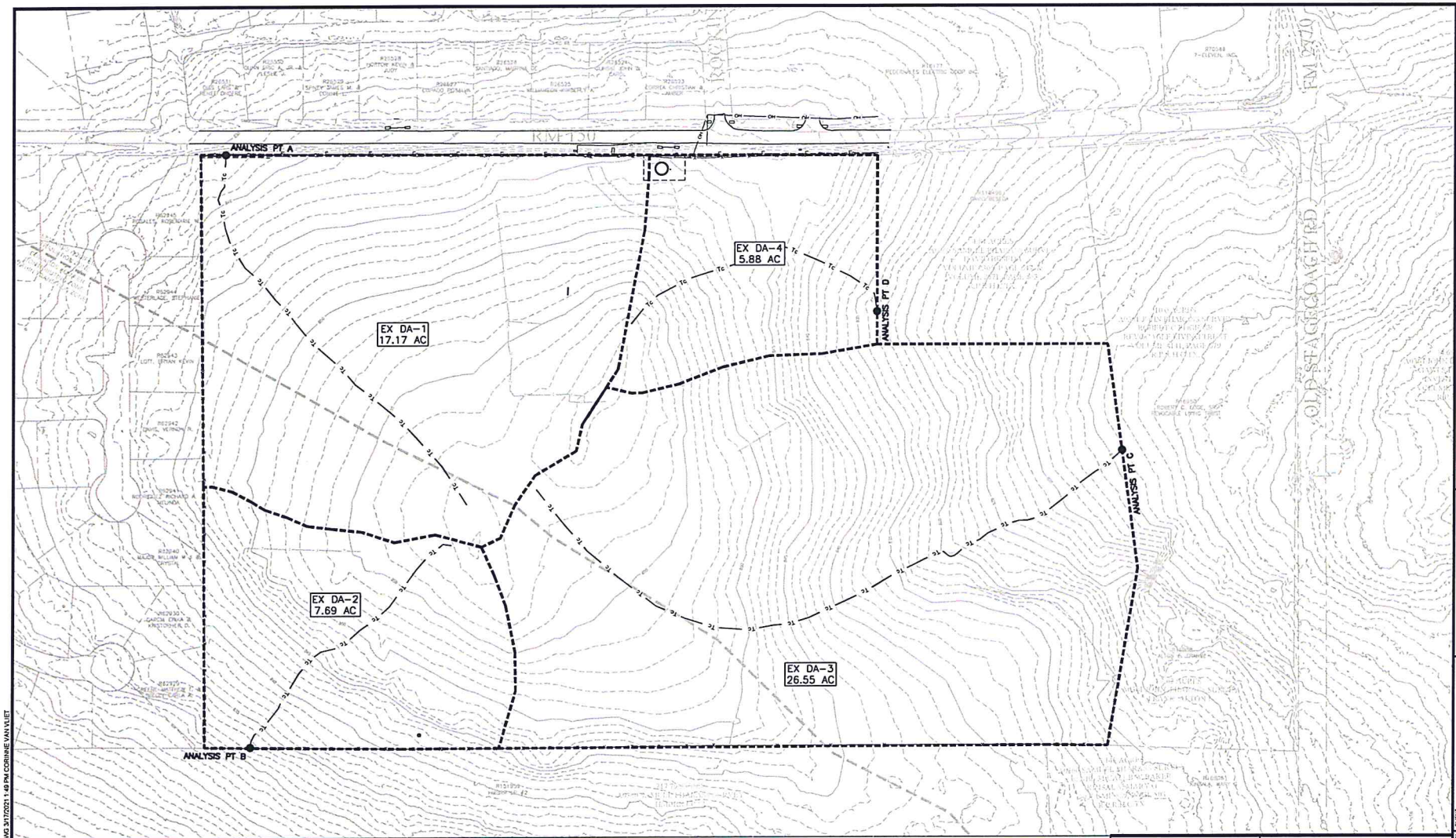
DR. CV, AA | CH. CO
P.M. CO
BOOK -
JOB P20007007

CLIENT: 4 OF 9

K:\20007007\DWG\BASS\SHEETS PRELIMINARY\S-KYLE 57 SITE.DWG 3/30/2021 3:29 PM ADRIAN ALVARADO

CAD FILE: S-KYLE 57 SITE.DWG

Item # 4



KYLE 57, PRE-DEVELOPED CONDITIONS (Rational Method)

Drainage Area / Basin Name	Area (ac)	Tot. Tc (hr)	Composite C Values: 2-Year	10-Year	25-Year	100-Year	Sheet Flow: Length (ft)	Manning's n	Delta - Vertical (ft)	Slope (ft/ft)	2yr-24hr Rainfall (in)	Tc-Sheet (min)	Shallow Concentrated Flow - Unpaved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)
EX DA-1	17.17	0.59	0.33	0.39	0.42	0.49	100	0.24	1.13	0.011	4.14	15.19	982	29.2	0.0272	2.41	6.72
EX DA-2	7.69	0.59	0.33	0.39	0.42	0.49	100	0.24	1.67	0.020	4.14	12.42	982	23.3	0.0213	2.24	7.31
EX DA-3	26.55	0.59	0.33	0.39	0.42	0.49	100	0.24	0.99	0.010	4.14	16.22	1,941	49.3	0.0253	2.18	14.85
EX DA-4	5.88	0.59	0.33	0.39	0.42	0.49	100	0.24	4.07	0.040	4.14	9.47	529	20.8	0.0393	3.21	2.72

Drainage Area / Basin Name	Shallow Concentrated Flow - Paved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Concentrated Flow - Channel: Length (ft)	Velocity (ft/sec)	Tc-Channel (min)	Tc-Total (min)	Intensity: 2-Year	10-Year	25-Year	100-Year	Q_{peak} (Rational Method): Q-2yr (cfs)	Q-10yr (cfs)	Q-25yr (cfs)	Q-100yr (cfs)	Basin Area
EX DA-1	-	-	0.000	4.00	0.00	-	-	0.00	22.86	6.87	8.34	9.66	12.83	3.41	34.87	47.45	72.99	EX DA-1
EX DA-2	-	-	0.000	4.00	0.00	-	-	0.00	19.48	7.33	8.90	10.31	13.69	1.99	15.51	23.22	38.45	EX DA-2
EX DA-3	-	-	0.000	4.00	0.00	-	-	0.00	26.37	6.03	4.87	6.12	8.04	5.52	50.12	68.27	104.62	EX DA-3
EX DA-4	-	-	0.000	4.00	0.00	-	-	0.00	11.20	8.99	7.93	9.09	11.72	1.72	18.24	22.19	33.75	EX DA-4
													Total	11.12	118.64	161.37	249.84	

Composite C is calculated with the C values associated with the impervious (asphalt, concrete and rooftops) and pervious (grass and landscape areas) of the subdrainage area and average slopes

Runoff Coefficients Assumptions Used				
Return Period	2 Year	10 Year	25 Year	100 Year
Asphaltic	0.73	0.81	0.86	0.95
Grass Areas & Pasture/Range 2 - 7%	0.33	0.39	0.42	0.49
Asphaltic	0.73	0.81	0.86	0.95

Intensity-Duration-Frequency Curve Coefficients Zone 1				
Return Period	2 Year	10 Year	25 Year	100 Year
a	9.338	61.25	89.36	77.31
b	12.99346818	8.262	7.941	6.832
c	0.7399	0.7147	0.6954	0.6524

NOTE:

1. DRAINAGE CALCULATIONS ARE BASED ON THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S (NOAA) ATLAS 14, PRECIPITATION-FREQUENCY ATLAS OF THE UNITED STATES, VOLUME 11 VERSION 2.0 AND THE CITY OF AUSTIN DRAINAGE CRITERIA MANUAL, SECTION 2.3.2

LEGEND AND NOTES

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPERTY BOUNDARY
- DRAINAGE AREA BOUNDARY
- STORM SEWER CULVERT
- STORM SEWER LINE
- CURB INLET
- AREA INLET
- STORM SEWER MANHOLE
- SS LEVEL SPREADER
- FLOW ARROW
- 100 YR FLOOD PLAIN
- CREEK CENTER
- DRAINAGE SWALE
- XX.XX / XX.XX AC — DRAINAGE AREA DESIGNATION AND ACREAGE DRAINED

NORTH ARROW

0 20' 40' 80'
SCALE: 1" = 40'

03-15-2021

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TBPE No. F-12162

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS

KYLE 57

PREDEVELOPED DRAINAGE AREA MAP

DATE: March 17, 2021

REVISIONS

SCALE: 0

DR. CV, AA | CH. CD

PJM. CO

BOOK: –

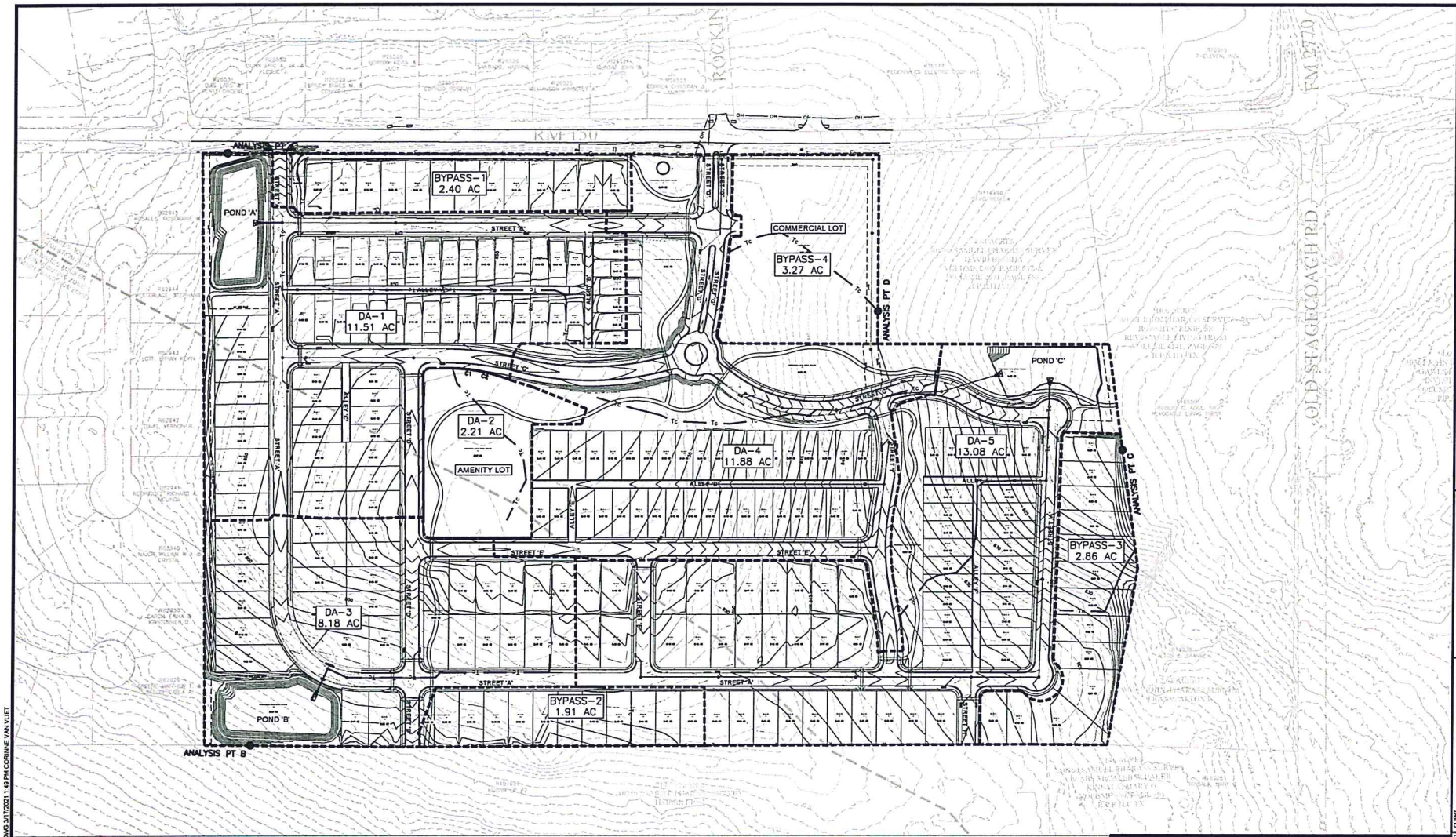
JOB: P20082007

CLIENT: 5 OF 9

K:\2020\2007\DWG\BASISHEETS PRELIMINARY\5-KYLE 57 DAM.DWG 3/17/2021 1:49 PM CORVINE VAN VLIET

CAD FILE: 5-KYLE 57 DAM.DWG

Item # 4



KYLE 57, POST-DEVELOPED CONDITIONS (Rational Method)

Drainage Area / Basin Name	Area (ac)	Total C (%)	Composite C Value: 2-Year	10-Year	25-Year	100-Year	Sheet Flow: Length (ft)	Manning n	Delta - Vertical (ft)	Slope (ft/ft)	2yr-24hr Rainfall (in)	Tc-Sheet (min)	Shallow Concentrated Flow - Unpaved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Shallow Concentrated Flow - Paved: Length (ft)	Delta - Vertical (ft)	Slope (ft/ft)	Velocity (ft/sec)	Tc-Shallow (min)	Concentrated Flow - Channel Pipe: Length (ft)	Velocity (ft/sec)	Tc-Channel (min)	Tc-Total (min)	Intensity: 2-Year	10-Year	25-Year	100-Year	Q_{max} (Rational Method): Q-2yr (cfs)	Q-10yr (cfs)	Q-25yr (cfs)	Q-100yr (cfs)	Basin Area
DA-1	11.51	61.90	0.58	0.65	0.69	0.77	100	0.24	1.54	0.015	4.14	13.95	35	2.1	0.060	3.87	0.15	525	5.3	0.009	1.53	5.58	234	5.79	0.67	19.80	6.70	5.62	6.62	8.68	44.65	41.83	55.16	80.61	DA-1
DA-2	2.21	24.30	0.43	0.49	0.53	0.60	100	0.24	1.72	0.017	4.14	13.33	111	1.4	0.013	1.62	1.02			0.000	0.00	0.00			0.00	14.34	6.91	6.38	8.68	10.35	6.70	7.05	8.42	14.04	DA-2
DA-3	8.18	44.86	0.51	0.57	0.62	0.70	100	0.24	4.56	0.060	4.14	8.35	144	5.5	0.040	3.37	0.74	149	4.1	0.028	2.66	0.74	401	5.79	1.20	9.83	6.97	7.71	8.49	10.34	3.45	37.11	48.08	72.30	DA-3
DA-4	13.03	62.32	0.64	0.69	0.66	0.73	100	0.24	8.748	0.027	4.14	18.50	347	14.3	0.041	3.28	1.76	40	1.0	0.041	3.20	0.18	321	5.79	0.92	21.49	5.88	5.01	6.57	8.24	5.11	45.56	60.32	88.83	DA-4
DA-5	10.81	56.18	0.56	0.62	0.67	0.75	100	0.24	4.080	0.040	4.14	8.45	125	5.1	0.041	3.28	0.63	276	7.4	0.032	2.84	1.59	264	5.79	0.85	12.83	6.86	7.19	8.72	11.38	5.10	47.88	63.10	92.73	DA-5
BYPASS-1	2.40	47.82	0.52	0.59	0.63	0.71	100	0.24	2.64	0.028	4.14	10.90	79	2.1	0.028	2.62	0.50			0.000	0.00	0.00			0.00	11.41	6.88	7.38	8.52	11.03	1.12	10.10	13.47	19.79	BYPASS-1
BYPASS-2	1.91	49.94	0.53	0.59	0.64	0.72	100	0.24	3.34	0.033	4.14	10.22	27	1.0	0.036	3.04	0.15			0.000	0.00	0.00			0.00	10.37	6.91	7.56	8.36	12.08	0.92	8.55	11.29	16.57	BYPASS-2
BYPASS-3	2.86	42.10	0.50	0.58	0.61	0.69	100	0.24	2.83	0.028	4.14	9.80	122	1.9	0.042	4.02	0.50			0.000	0.00	0.00			0.00	10.30	6.90	7.58	8.19	11.99	1.28	11.96	15.82	23.31	BYPASS-3
BYPASS-4	3.27	0.49	0.55	0.36	0.42	0.49	100	0.24	1.98	0.026	4.14	12.97	247	10.7	0.043	3.36	1.23			0.000	0.00	0.00			0.00	15.00	6.62	8.00	8.37	10.73	0.86	6.32	11.29	17.18	BYPASS-4
																														Total	23.67	219.46	298.36	425.00	

Composite C is calculated with the C values associated with the asphaltic impervious cover and semi-pervious areas of fair condition in average slopes

Runoff Coefficients Assumptions Used

Return Period	2 Year	10 Year	25 Year	100 Year
Asphaltic	0.73	0.81	0.86	0.95
Grass Areas & Pastures/Range 2 - 7%	0.33	0.38	0.42	0.49
Asphaltic	0.73	0.81	0.86	0.95

Intensity-Duration-Frequency Curve Coefficients Zone 1

Return Period	2 Year	10 Year	25 Year	100 Year
a	9.339	61.25	69.96	77.31
b	12.9934818	8.352	7.941	6.832
c	0.7399	0.7147	0.5954	0.6524

NOTE:

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- PROPOSED CONTOURS
- PROPERTY BOUNDARY
- DRAINAGE AREA BOUNDARY
- STORM SEWER CULVERT
- STORM SEWER LINE
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- FLOW ARROW
- 100 YR FLOOD PLAIN
- CREEK CENTER
- DRAINAGE SWALE
- XX.XX / XX.XX AC — DRAINAGE AREA DESIGNATION AND ACREAGE (BASIN)

NORTH ARROW

0 20' 40' 80'
SCALE: 1" = 40'

03-15-2021

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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS

KYLE57

DEVELOPED
DRAINAGE AREA MAP

DATE: March 17, 2021

REVISIONS

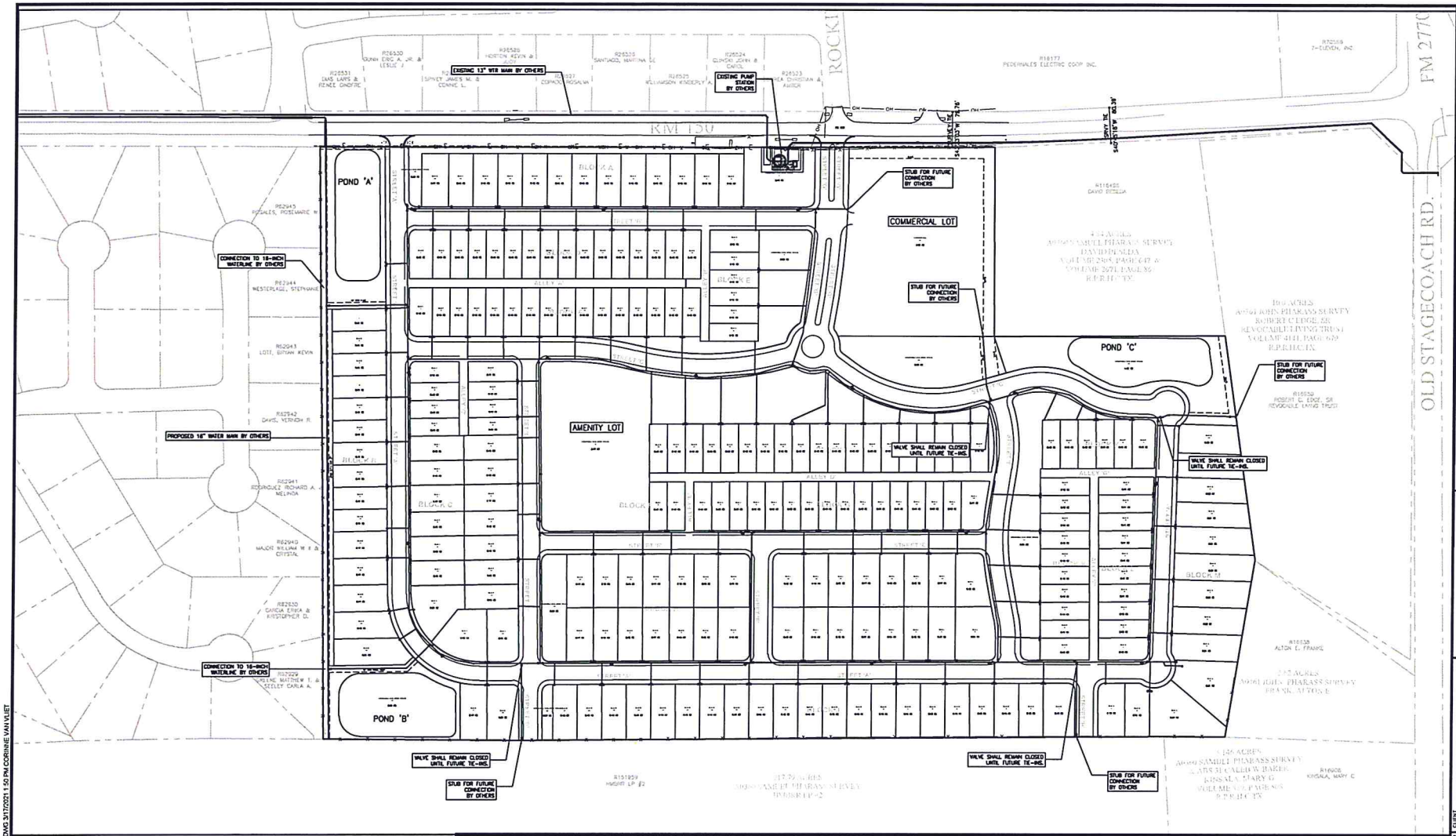
SCALE: 0

DR. CV, AA | CK. CO
P.M. CO
BOOK: –
JOB: P20022007

CLIENT: 6 OF 9

K:\2020\2007\DV\BASE\SHEETS PRELIMINARY\S-KYLE-57 DAM.DWG 3/17/2021 1:49 PM CORBINE VAN VLIET

CAD FILE: S-KYLE-57 DAM.DWG



LEGEND

- EXISTING CONTOUR
- PHASE BOUNDARY/ROW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- WTR LN AS NOTED
- AUTOMATIC AIR RELEASE VALVE
- WTR BLOW OFF VALVE
- FIRE HYDRANT
- GATE VALVE AS NOTED
- EX. WATER METER
- ELECTRIC TRANSFORMER
- FITTINGS AS NOTED
- WW FM LINE AS NOTED
- WW FM CLEAN OUT
- WW FLOW ARROW
- WW MANHOLE AS NOTED
- WW LINE AS NOTED
- DOUBLE WASTEWATER SRVC
- GRINDER PUMP
- SINGLE WASTEWATER SRVC
- SS LINE AS NOTED
- STORM SEWER MANHOLE
- SS BOX CULVERT AS NOTED
- SS LATERAL FROM CURB OR AREA INLET

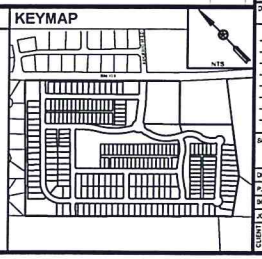
NOTES

1. WARNING: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
2. A COMPACT FLEXIBLE BASE PAVEMENT SHALL BE PROVIDED PRIOR TO CONSTRUCTION OF COMBUSTIBLE MATERIALS AS AN ALL-WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING 80,000 LBS FIRE APPARATUS LOADS. FIRE APPARATUS ACCESS, WHETHER TEMPORARY OR PERMANENT, SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND CLEAR OF OBSTRUCTIONS. A MINIMUM 14' VERTICAL CLEARANCE IS REQUIRED.
3. AN APPROVED WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE BEFORE COMBUSTIBLE MATERIALS ARRIVE ON THE SITE.
4. HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE 4 ½ INCH OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE 4 ½ INCH OPENING MUST FACE THE DRIVEWAY OR STREET WITH 3 TO 6 FOOT SETBACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN 3 FEET OF ANY HYDRANT AND THE 4 ½ INCH OPENING MUST BE FULLY UNOBSTRUCTED FROM THE STREET.

NORTH ARROW & SCALE

0 50 100 200
SCALE: 1" = 100'

KEYMAP



STATE OF TEXAS — CORNELIUS J. CHENAY — 108799 — LICENSED PROFESSIONAL ENGINEER — 03-15-2021

811 Know what's below. Call before you dig.

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TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
WATER PLAN

DATE: March 17, 2021

REVISIONS

SCALE: 0
DR. CY, AA | CK. CD
P.M. CD
BOOK: –
JOB: P20002007

CLIENT: 7 OF 9

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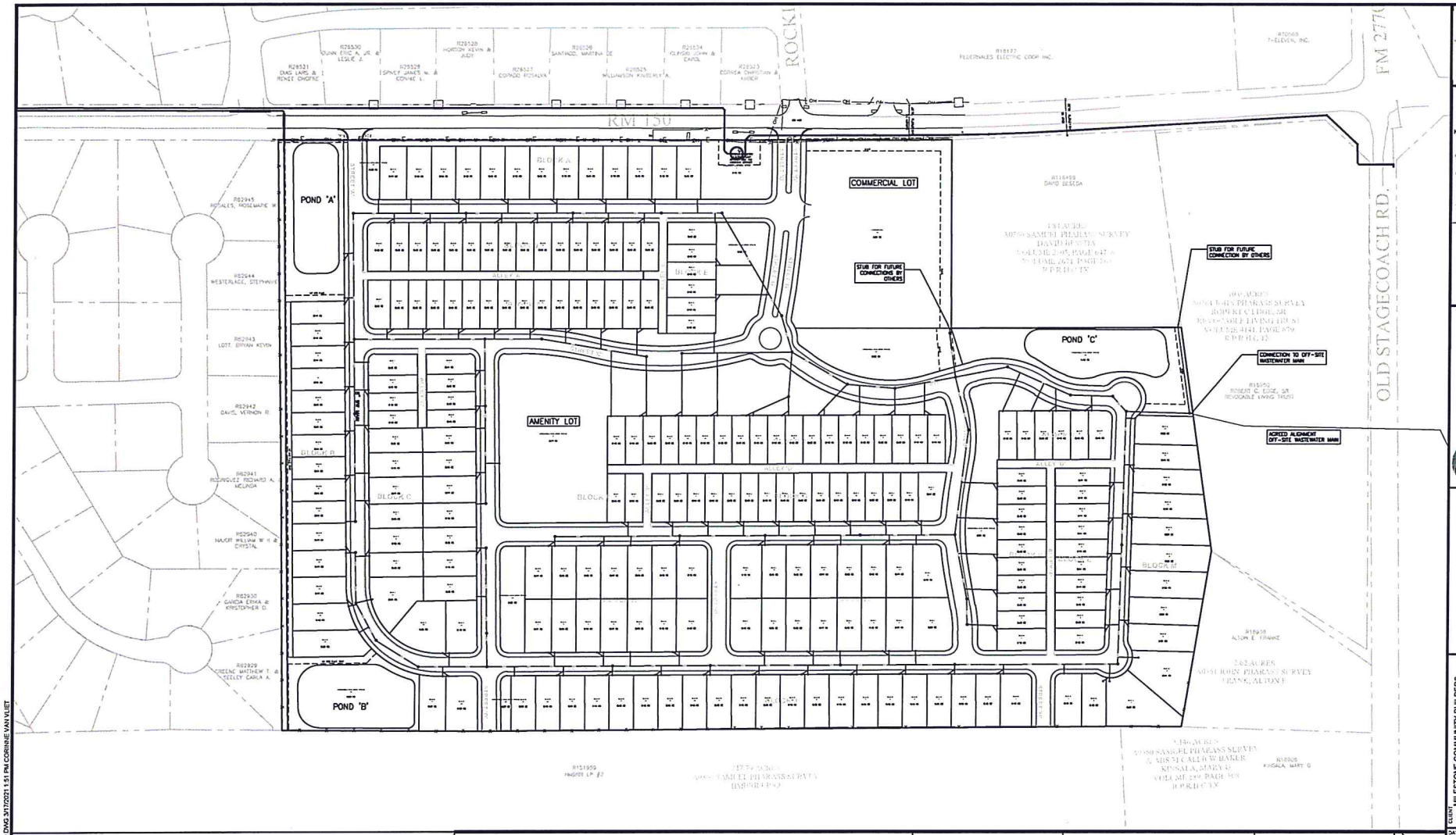
CAD FILE: S-KYLE 57 WTO.DWG

Item # 4



LEGEND

- EXISTING CONTOUR
- PHASE BOUNDARY/ROW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- WTR LN AS NOTED
- AUTOMATIC AIR RELEASE VALVE
- WTR BLOW OFF VALVE
- FIRE HYDRANT
- GATE VALVE AS NOTED
- EX. WATER METER
- ELECTRIC TRANSFORMER
- FITTINGS AS NOTED
- WW FM LINE AS NOTED
- WW FM CLEAN OUT
- WW FLOW ARROW
- WW MANHOLE AS NOTED
- WW LINE AS NOTED
- DOUBLE WASTEWATER SRVC
- GRINDER PUMP
- SINGLE WASTEWATER SRVC
- SS LINE AS NOTED
- STORM SEWER MANHOLE
- SS BOX CULVERT AS NOTED
- SS LATERAL FROM CURB OR AREA INLET

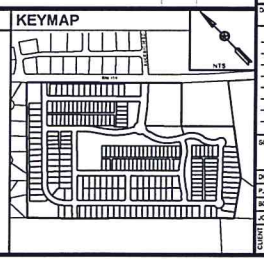
NOTES

1. WARNING: CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

NORTH ARROW & SCALE

0 50' 100' 200'
SCALE: 1" = 100'

KEYMAP



03-15-2021

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE BEEN OBTAINED FROM RECORDS HELD BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE IS AGREED TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR THE SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY INJURY, STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4300 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O 512.306.1100 F 512.306.0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT: MILESTONE COMMUNITY BUILDERS
KYLE 57
WASTEWATER PLAN

DATE: March 17, 2021

REVISIONS

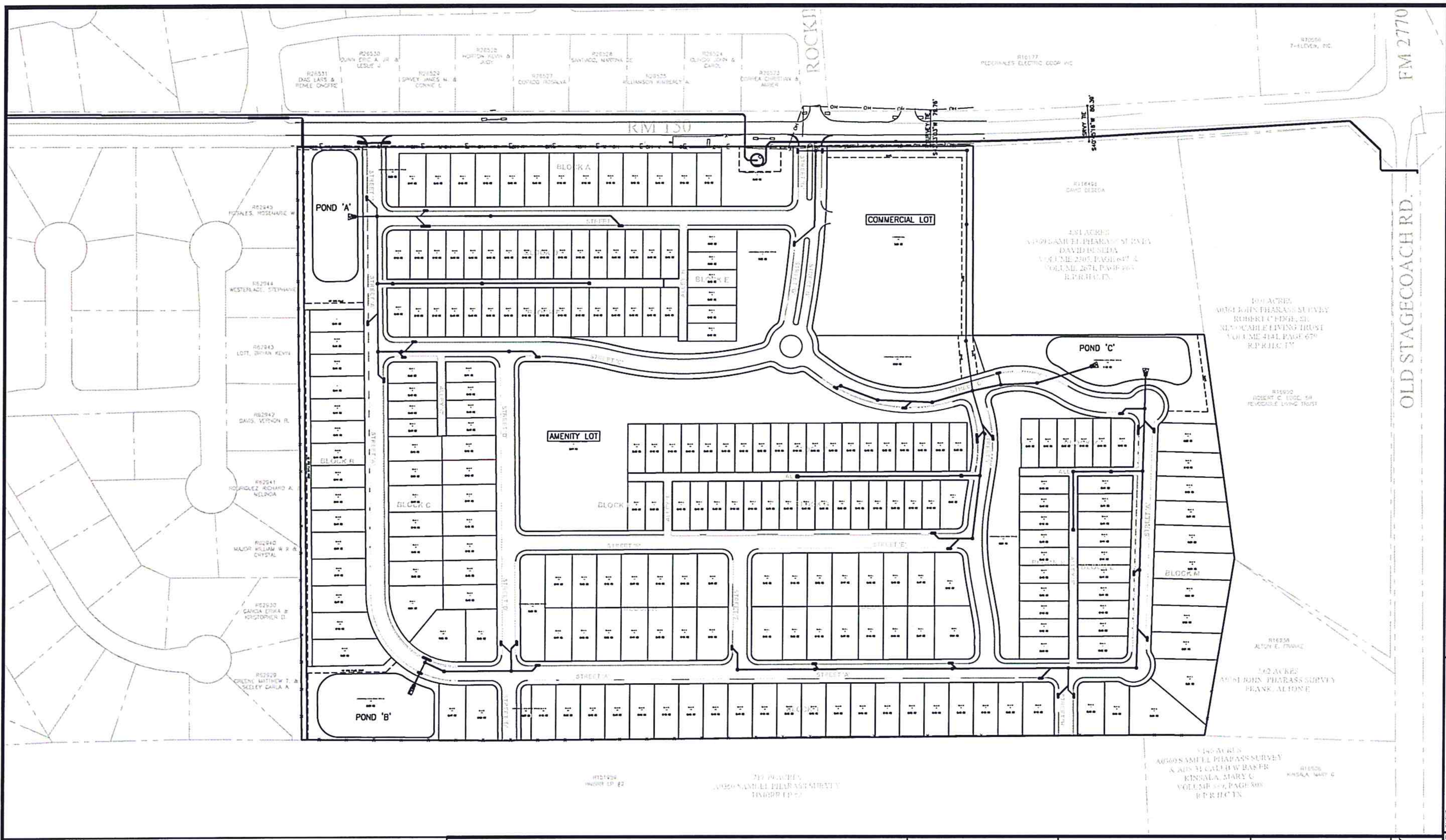
SCALE: 0

DN. CV, AA | CH. CO
P.M. CO
BOOK: –
JOB: P20052007

CLIENT: 8 OF 9

K:\2020\2007\DWG\BASESHEETS PRELIMINARY\S-KYLE 57 WWO.DWG 3/17/2021 1:51 PM CORINNE VAN VLIET

CAD FILE: S-KYLE 57 WWO.DWG



Connor J. Overby 108799 Licensed Professional Engineer 03-15-2021

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES

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ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
O: 512-904-0505/ F: 512-904-0509
TBPE No. 12242

KYLE 57
RM 150
AT
OLD STAGECOACH ROAD
KYLE, TEXAS

CLIENT MILESTONE COMMUNITY BUILDERS

KYLE 57

STORM SEWER PLAN

LEGEND

- EXISTING CONTOURS
- PHASE BOUNDARY/ROW
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- WTR LN AS NOTED
- AUTOMATIC AIR RELEASE VALVE
- WTR BLOW OFF VALVE
- FIRE HYDRANT
- GATE VALVE AS NOTED
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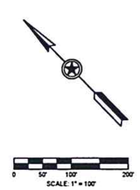
- SS LATERAL FROM CURB OR AREA INLET

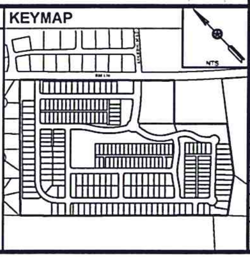
NOTES

1. WARNING:
CONTRACTOR TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

NORTH ARROW & SCALE



KEYMAP



DATE March 17, 2021

REVISIONS

SCALE 0

DR.	CV, AA	CH.	CO
P.M.	CO		
BOOK	–		
JOB	P20002007		

CLIENT 9 OF 9

CAD FILE: S-KYLE 57 SSO.DWG

K:\2000\2007\DWG\BASESHEETS PRELIMINARYS\S-KYLE 57 SSO.DWG 3/17/2021 1:51 PM CORINNE VAN VLIET

Item # 4

CITY OF KYLE, TEXAS

Casetta Ranch Section 5 - Preliminary Plan (SUB-20-0158)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Casetta Ranch Section 5 - Preliminary Plan (SUB-20-0158) 29.79 acres; 130 residential lots, 1 pocket park lot, 1 pond/open space lot, 2 drainage lots and 1 utility lot for property located off Bunton Lane, just east of Lehman Road.

Staff Proposal to P&Z: Approve

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Preliminary Plan

SUBMITTED BY:

J. ADAM BERRY, P.E.
BGE, INC. TBPE NO. F-1046

01/12/2021
DATE

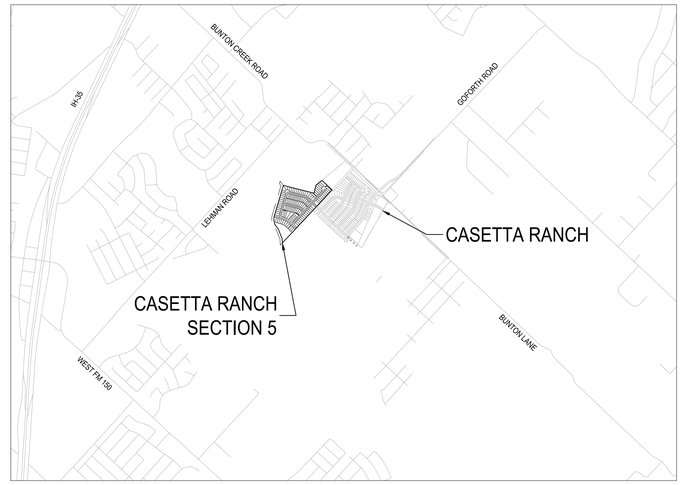
PRELIMINARY PLANS ONLY - NOT FOR RECORDATION

CASETTA RANCH SECTION 5 SUBDIVISON

KYLE, HAYS COUNTY, TEXAS

Sheet List Table

Sheet Number	Sheet Title
1	COVER
2	PRELIMINARY PLAN
3	PRELIMINARY NOTES
4	EXISTING DRAINAGE PATTERN
5	PRELIMINARY DRAINAGE PLAN
6	PRELIMINARY WATER PLAN
7	PRELIMINARY WASTEWATER PLAN



VICINITY MAP
NOT TO SCALE

OVERALL NOTES:

1. THIS SUBDIVISION IS WITHIN THE CITY OF KYLE ETJ; AND IS SUBJECT TO THE DEVELOPMENT AGREEMENT, DOC. #20030094, BETWEEN THE CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES, INC., DBA BROHN HOMES. A REQUEST FOR ANNEXATION HAS BEEN FILED PURSUANT TO THE DEVELOPMENT AGREEMENT.
2. THIS SUBDIVISION IS LOCATED WITHIN THE PLUM CREEK WATERSHED.
3. NO PORTION OF THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
4. THIS SUBDIVISION AS SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
5. 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 WITHIN THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT.
6. R-1-3 ZONING & CASSETTA RANCH - JANSEN ADDITION DEVELOPMENT AGREEMENT

ALLEY STANDARDS CHART

ALLEY NAME	WIDTH	ALLEY LENGTH	PAVEMENT WIDTH
ALLEY 'A'	18'	701 LF	12' EOP TO EOP
ALLEY 'B'	18'	540 LF	12' EOP TO EOP
ALLEY 'C'	18'	293 LF	12' EOP TO EOP

STREET STANDARDS CHART

STREET NAME	R.O.W. WIDTH	STREET LENGTH	PAVEMENT WIDTH	SIDEWALKS	CLASSIFICATION	CURB AND GUTTER
GRISTMILL ROAD	70'	718 LF	28' FACE TO FACE	5'	COLLECTOR	YES
TROUT LANE	60'	1,338 LF	28' FACE TO FACE	5'	RESIDENTIAL	YES
WINDING CREEK ROAD	60'	1,677 LF	28' FACE TO FACE	5'	RESIDENTIAL	YES
BACKWATER ROAD	60'	619 LF	28' FACE TO FACE	5'	RESIDENTIAL	YES

LEON BARBA, CITY ENGINEER — DATE

HARPER WILDER, DIRECTOR OF PUBLIC WORKS — DATE

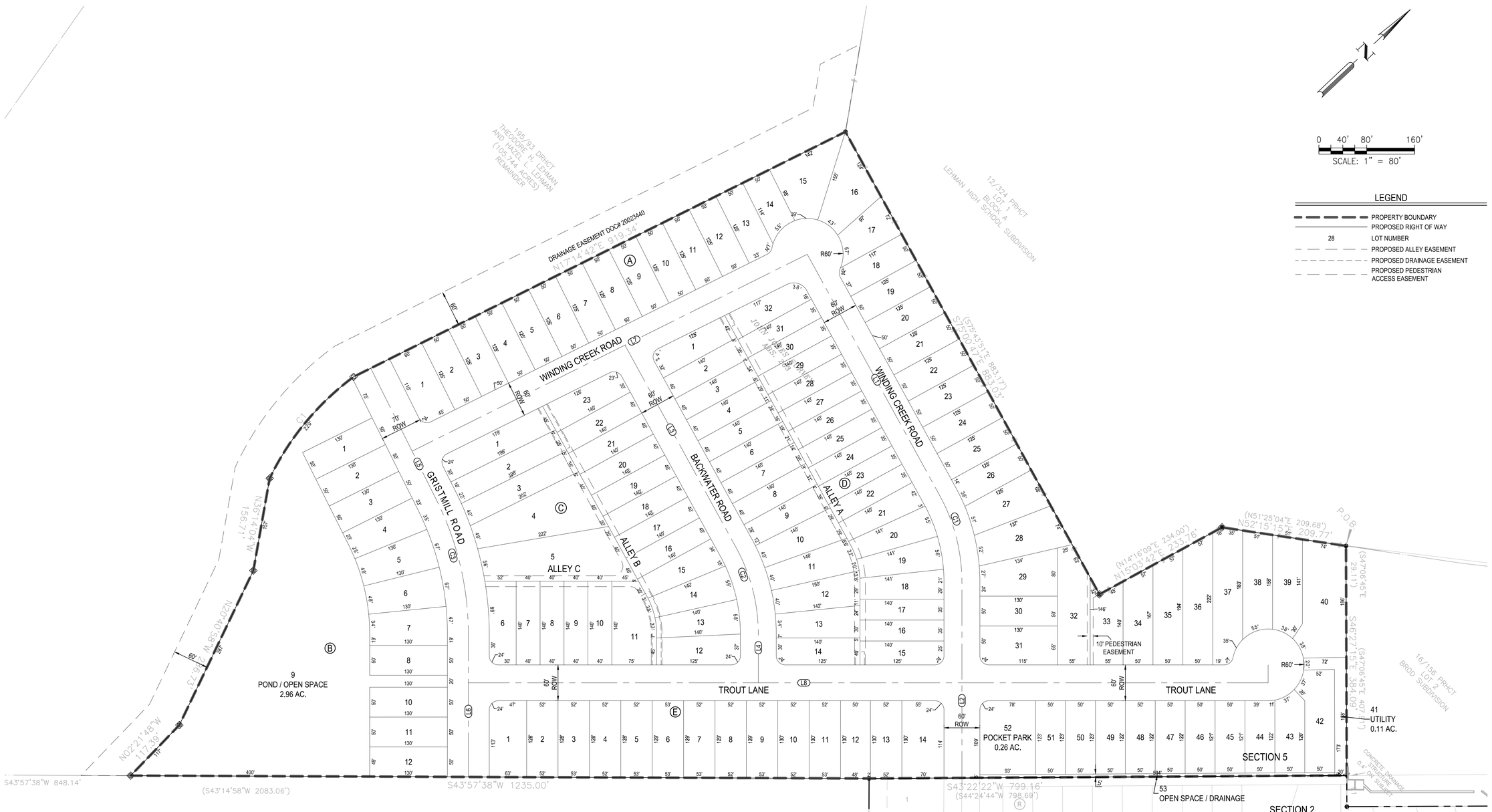
PLANNING DEPARTMENT DATE — DATE

OWNERS: BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-320-8833 FAX:

ACREAGE: 29.79
SURVEY: JOHN SAMES SURVEY ABSTRACT 263

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): 135
DATE: 09/23/2020
SURVEYOR: PAYNE INDUSTRIES
PHONE: 512-749-2878 FAX:
ENGINEER: BGE, INC
PHONE: 512-879-0400 FAX:

BGE, Inc.
101 W LOUIS HENNA BLVD. SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046



NOTE: ALLEY EASEMENTS ARE 18-FT WIDE, EXCEPT WHERE LABELED OTHERWISE.

Line Table: Alignments

LINE	LENGTH	DIRECTION
L1	460.742	N75° 42' 36.24"W
L2	327.879	N46° 57' 30.27"W
L3	386.902	S75° 42' 36.24"E
L4	81.503	S46° 57' 30.27"E
L5	248.142	S73° 27' 07.45"E
L6	238.678	S46° 57' 30.27"E
L7	738.470	S16° 32' 52.55"W
L8	1337.651	S43° 02' 29.73"W

Curve Table: Alignments

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD DISTANCE
C1	28°45'06"	300.00'	150.54'	N61° 20' 03.26"W	148.97'
C2	28°45'06"	300.00'	150.54'	S61° 20' 03.26"E	148.97'
C3	26°29'37"	500.00'	231.20'	S60° 12' 18.86"E	229.15'

LAND USE SUMMARY	ACRES	LOTS
SINGLE FAMILY LOTS	20.19	130
POND / OPEN SPACE LOT	2.90	1
POCKET PARK LOT	0.26	1
DRAINAGE LOTS	0.13	2
UTILITY LOT	0.11	1
R.O.W.	6.20	-
TOTAL	29.79	135

LOT SUMMARY	LOT NO.
50' LOTS	75
40' LOTS	37
35' LOTS	18
TOTAL	130

DENSITY (ALLOWED) = 36 UNITS/ACRE
DENSITY (ACTUAL) = 4.36 UNITS/ACRE

SCALE: 1" = 80'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 28 LOT NUMBER
- PROPOSED ALLEY EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED PEDESTRIAN ACCESS EASEMENT

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

PRELIMINARY PLAN

STATE OF TEXAS
ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER
01/12/2021

GENERAL NOTES:

1. THE DEVELOPMENT OF THE PROPERTY, THE SUBJECT OF THIS SUBDIVISION APPLICATION (THE "PROPERTY"), SHALL BE REVIEWED AND APPROVED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN AND APPROVED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES, EFFECTIVE JULY 22, 2020, RECORDED UNDER DOC. NUMBER 20030094 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (THE "DEVELOPMENT AGREEMENT") TOGETHER WITH ALL AMENDMENTS THERETO, AND SHALL GOVERN THE REVIEW AND APPROVAL OF ALL PRELIMINARY PLANS, SUBDIVISION PLATS, SUBDIVISION CONSTRUCTION PLANS AND OTHER APPROVALS WITH RESPECT TO THE PROPERTY.

2. THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR 100 YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHT-OF-WAY.

3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

5. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS, EXCEPT ALLEYS WHICH WILL BE PRIVATE, UNLESS OTHERWISE NOTED.

6. ALL ALLEYS IN THIS THIS SUBDIVISION ARE PRIVATE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

7. RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE FAMILY DWELLING PER LOT UNLESS AMENDED OTHERWISE.

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 THE 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 HOMEOWNERS 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, 6' 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 THE CITY OF KYLE.

14. WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF KYLE.

15. 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.

16. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS DISCOVERED WITHIN THIS SITE.

17. BUILDING COVERAGE LIMITATION SHALL BE BASED ON LOT SETBACK REQUIREMENTS; GENERALLY SHALL BE 50% FOR A SINGLE FAMILY (ATTACHED/DETACHED) LOTS AND 60% FOR ALLEY LOAD LOTS.

18. 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.

19. LOTS 52 AND 53 OF BLOCK A AND LOT 9 OF BLOCK B ARE DESIGNATED AS OPEN SPACE OR PARK AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

20. LOT 13, BLOCK B IS DESIGNATED AS A POND/OPEN SPACE LOT 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 AND BE COMPLIANT WITH ZONING DISTRICT R-1-3. FRONT: 20'; INTERIOR SIDE: 5'; CORNER LOT: 10'; REAR: 10'.

22. ALL EXISTING EASEMENTS ARE SHOWN AND NOTED ON THE PLAN.

23. 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.

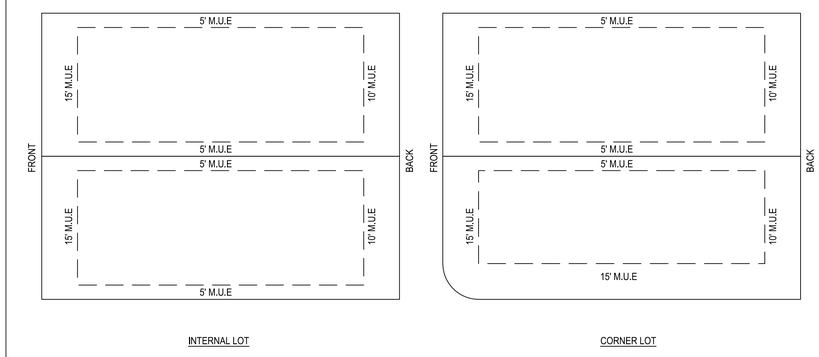
24. OPEN SPACE AND POCKET PARK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

25. NON-ALLEY LOADED LOTS:
    A FIFTEEN (15) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W., A FIVE (5) FOOT MUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

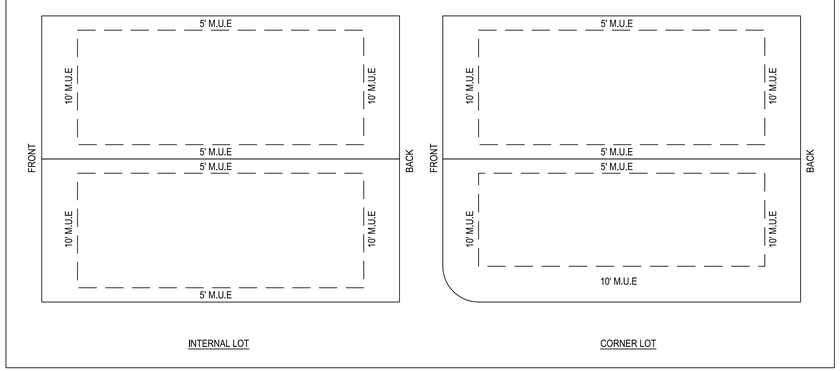
26. ALLEY LOADED LOTS:
    A TEN (10) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W., A FIVE (5) FOOT SIDE MUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE ON ALL LOTS. ALL ALLEYS WILL SERVE AS AN MUE AND PRIVATE INGRESS/EGRESS EASEMENT.

27. NO PARKING SIGNAGE:
    NO PARKING SIGNAGE REQUIRED ON ONE SIDE OF THE ROAD FOR ALL PAVEMENT SECTIONS MEASURING UNDER 32' CURB TO CURB .

TYPICAL M.U.E.
(NON-ALLEY LOAD)



TYPICAL M.U.E.
(ALLEY LOAD)



REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

PRELIMINARY NOTES

STATE OF TEXAS
ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
01/12/2021

N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- DRAINAGE AREA
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE

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CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

EXISTING DRAINAGE PATTERN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
01/12/2021

N

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- SS-18 STORM SEWER & APPROXIMATE SIZE
- 10' CURB INLET
- FLOW DIRECTION
- DRAINAGE AREA
- PROPOSED ALLEY EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED PEDESTRIAN ACCESS EASEMENT

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE

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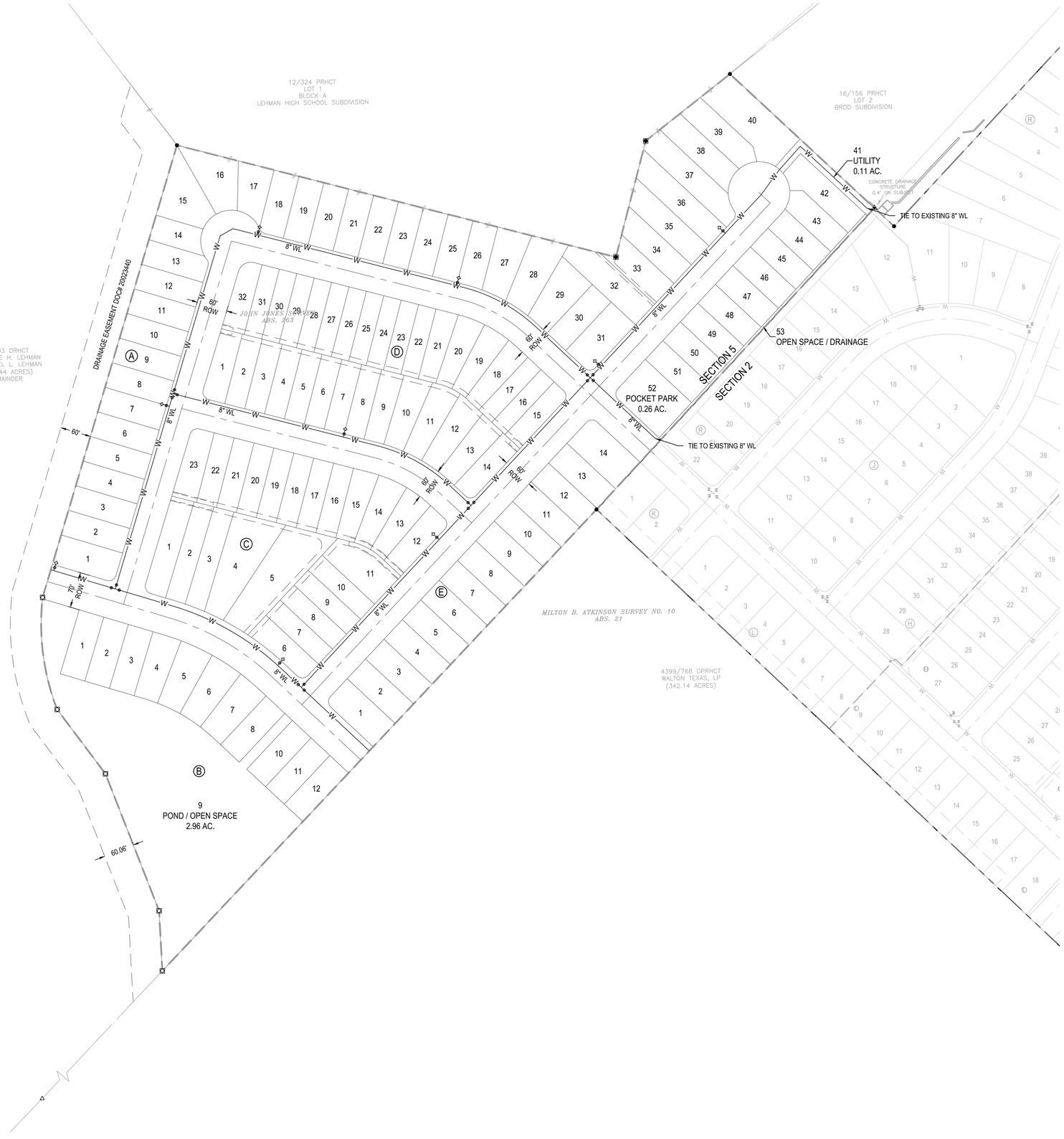
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinggy.com

CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

PRELIMINARY DRAINAGE PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
01/12/2021



N

0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

	PROPOSED RIGHT OF WAY
—w—	PROPOSED WATER LINE
—w—	EXISTING WATER LINE
	FIRE HYDRANT ASSEMBLY
	GATE VALVE
	CAP/PLUG

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.browngay.com

CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

PRELIMINARY WATER PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER
01/12/2021

N

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- PROPOSED RIGHT OF WAY
- WW — WASTEWATER LINE
- WASTEWATER MANHOLE
- WW — EXISTING WASTEWATER LINE
- EXISTING WASTEWATER MANHOLE

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AMC
REVIEWED BY: JAB
DRAWN BY: AMC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

CASETTA RANCH SEC 5 PRELIM PLAN
KYLE, TEXAS

PRELIMINARY WASTEWATER PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER
01/12/2021

CITY OF KYLE, TEXAS

Great Hills Section 7 - Final Plat (SUB-19-0073)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Great Hills Section 7 - Final Plat (SUB-19-0073) 24.15 acres; 74 residential lots for property located off of High Road/Railyard Drive, just west of Hwy. 21.

Staff Proposal for P&Z: Approve

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

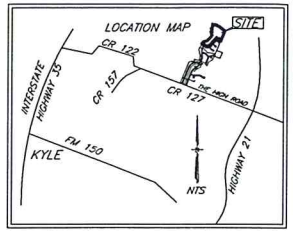
Description

- Plat
- Hays County 1445 Approval Letter

GREAT HILLS
SECTION 7
FINAL PLAT
HAYS COUNTY, TEXAS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	25.95'	22.83'	S 05°28'26" E	99°07'57"
C2	15.00'	21.51'	19.71'	N 85°10'04" E	82°09'02"
C3	710.00'	150.03'	149.75'	S 50°08'46" W	12°06'26"
C4	15.00'	22.91'	20.75	N12°26'16"E	87°31'25"
C5	15.00'	23.56'	21.21'	S 78°48'01" E	90°00'00"
C6	640.00'	135.24'	134.99'	S 50°08'46" W	12°06'26"
C9	15.00	23.56	21.21	N00°54'27"W	90°00'00"
C11	15.00'	23.56'	21.21'	S 89°05'33" W	90°00'00"
C12	15.00'	23.56'	21.21'	N 11°11'59" E	90°00'00"
C13	15.00'	23.56'	21.21'	S 78°48'01" E	90°00'00"
C14	15.00'	23.58'	21.23'	N 00°56'26" W	90°01'57"
C15	15.00'	23.54'	21.20'	S 89°03'34" W	89°56'03"
C16	330.00'	69.73'	69.60'	S 39°51'14" E	12°06'26"
C17	270.00'	57.05'	56.95'	N 39°51'14" W	12°06'26"
C18	15.00'	13.91'	13.42'	S 19°20'33" E	53°07'48"
C19	15.00'	13.91'	13.42'	S 72°28'21" E	53°07'48"
C20	60.00'	299.77'	72.00'	N 44°05'33" E	286°15'37"
C21	270.00	424.12	381.84	N00°54'27"W	90°00'00"
C22	330.00	186.47	183.99	N29°43'13"W	32°22'29"
C23	15.00	20.27	18.76	N52°14'16"W	77°24'36"
C24	60.00'	188.50'	120.00'	N 00°56'34" W	180°00'00"
C25	15.00	20.28	18.77	N50°19'05"E	77°28'42"
C26	330.00	187.27	184.76	N27°50'08"E	32°30'49"
C27	15.00'	23.54'	21.20'	N 89°03'34" E	89°56'03"
C28	15.00	23.58	21.23	N00°56'26"W	90°03'57"
C31	640.00'	135.24'	134.99'	N 50°08'46" E	12°06'26"
C32	710.00'	150.03'	149.75'	N 50°08'46" E	12°06'26"
C33	640.00'	48.39'	48.38'	N 46°15'31" E	4°19'55"
C34	640.00'	67.31'	67.28'	N 51°26'15" E	6°01'33"
C35	640.00'	19.54'	19.54'	N 55°19'30" E	1°44'58"
C36	330.00'	9.65'	9.65'	S 34°38'17" E	1°40'31"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C37	330.00'	60.08'	60.00'	S 40°41'30" E	10°25'55"
C38	60.00'	72.05'	67.80'	S 27°10'44" E	68°48'11"
C39	60.00'	41.89'	41.04'	S 81°34'49" E	40°00'00"
C40	60.00'	41.89'	41.04'	N 58°25'11" E	40°00'00"
C41	60.00'	41.89'	41.04'	N 18°25'11" E	40°00'00"
C42	60.00'	41.89'	41.04'	N 21°34'49" W	40°00'00"
C43	60.00'	60.17'	57.68'	N 70°18'32" W	57°27'26"
C44	710.00'	13.40'	13.40'	N 55°39'32" E	1°04'54"
C45	710.00'	60.02'	60.00'	N 52°41'47" E	4°50'36"
C46	710.00'	60.02'	60.00'	N 47°51'11" E	4°50'36"
C47	710.00'	16.59'	16.59'	N 44°45'43" E	1°20'30"
C48	640.00	69.16	69.12	N47°11'17"E	06°11'28"
C49	330.00	16.14	16.14	N44°30'22"W	02°48'10"
C50	330.00	86.12	85.87	N38°25'54"W	14°57'07"
C51	330.00	100.35	99.96	N22°14'39"W	17°25'22"
C52	60.00'	47.21'	46.00'	N 68°24'09" W	45°04'50"
C53	60.00'	47.04'	45.85'	N 23°24'01" W	44°55'25"
C54	60.00'	47.04'	45.84'	N 21°31'08" E	44°54'55"
C55	60.00'	47.21'	46.00'	N 66°31'01" E	45°04'50"
C56	330.00	100.33	99.95	N20°17'20"E	17°25'12"
C57	330.00	70.09	69.96	N35°05'00"E	12°10'08"
C58	330.00	16.85	16.84	N42°37'48"E	02°55'29"
C59	270.00	85.09	84.74	N35°03'50"E	18°03'27"
C60	270.00	87.88	87.50	N16°42'38"E	18°38'57"
C61	270.00	81.66	81.35	N01°16'43"W	17°19'44"
C62	270.00	84.74	84.40	N18°56'04"W	17°58'59"
C63	270.00	84.74	84.39	N53°55'01"W	17°58'53"
C64	570.00	81.58	81.51	S59°08'24"E	08°12'00"
C65	630.00	110.14	110.00	S58°45'55"E	10°01'00"
C66	710.00	75.02	74.98	N47°07'09"E	06°03'13"
C67	710.00	75.02	74.98	N53°10'22"E	06°03'13"
C68	270.00	82.25	81.94	S40°03'05"E	17°27'18"
C69	330.00	56.47	56.40	N35°47'21"W	09°48'14"
C70	640.00	66.08	66.05	N53°14'30"E	05°54'08"



SEE SHEET 3 FOR OFFSITE SLOPE & DRAINAGE EASEMENT DETAIL

1" = 100'
SCALE IN FEET
0 100 200

NAD 83' GRID COORDINATES
TEXAS SOUTH CENTRAL ZONE
N 13,913,682.47
E 2,348,329.31

REMAINDER OF 200 AC. TRACT
AUS TEX PARTS & SERVICES L.L.C.
[1432/918] HAYS COUNTY DEED RECORDS

RAILYARD DRIVE 70' ROW

DUCHESS PASS

GREAT HILLS SECTION 6 - (VOLUME 19, PAGE 181)

TAHOE DRIVE 70' ROW

RUGER RUN 60' ROW

LEGACY LOOP 60' ROW

FATE COURT 60' RADIUS

FRANKLIN CRAWFORD
CALLED 102.54 ACRES [2625/243]

WALTON TEXAS LP
[3368/364] HAYS COUNTY REAL PROP. REC.

CALCULATED SUBMERGED POINT

LEGEND

- ● = 1/2" IRON ROD FOUND
- ○ = 1/2" CAPPED IRON ROD TO SET STAMPED "RPLS 3693"
- SE = SLOPE EASEMENT
- ( ) = HAYS COUNTY PLAT RECORDS
- [ ] = HAYS COUNTY DEED RECORDS
- WW = WASTE WATER EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- SDE = SLOPE & DRAINAGE EASEMENT

EXISTING EASEMENT NOTES

1.) THIS SUBDIVISION IS SUBJECT TO A BLANKET WATER LINE EASEMENT RECORDED IN VOL. 229, PG. 190, VOL. 229, PG. 191, & VOL. 229 PG. 102

2.) THIS SUBDIVISION IS NOT SUBJECT TO WATER LINE EASEMENTS RECORDED IN VOL. 1252, PG. 817, VOL. 1252, PG. 820, VOL. 1252, PG. 823 & VOL. 1252, PG. 826

3.) THIS SUBDIVISION IS NOT SUBJECT TO A PIPELINE EASEMENT RECORDED IN VOL. 566, PG. 72, AS RELEASED & REASSIGNED IN VOL. 2798, PG. 307

OWNER: DONALD DEMPSEY, PARTNER
AUS-TEX PARTS & SERVICE, LTD.
P.O. BOX 17547, AUSTIN, TX 78760
TEL 512-385-9700 FAX 512-385-1034

SURVEYOR: JAMES M. GRANT RPLS 1919
TEL 512-441-5601

ENGINEER: CHASE BAROMEO, JR. PE
TEL 512-295-3465 FAX 512-295-5414

TOTAL LOTS: 74
TOTAL AREA: 24.15 ACRES

RAILYARD DRIVE = 1051.6 L.F. (70' ROW) MINOR COLLECTOR
TAHOE DRIVE = 883.6 L.F. (70' ROW) MINOR COLLECTOR
RUGER RUN = 373.4 L.F. (60' ROW) LOCAL ROADWAY
LEGACY LOOP = 1,218.1 L.F. (60' ROW) LOCAL ROADWAY
FATE COURT = 90.2 L.F. (120' ROW / 60' RADIUS) LOCAL ROADWAY

TOTAL LENGTH OF STREETS: 3,616.9 L.F.
TOTAL AREA OF STREETS: 5.61 ACRES
AVERAGE LOT SIZE: 0.25 ACRE
DENSITY: 3.06 LOTS/ACRE
PATENT SURVEY: SAMUEL LITTLE SURVEY
PLAT PREPARED: DECEMBER 2018

EASEMENT NOTE

IN ADDITION TO THE EASEMENTS SHOWN HEREON 5' ALONG THE SIDELINES AND 10' ALONG REAR OF ALL LOTS IS HEREBY DEDICATED AS A PUBLIC UTILITY EASEMENT

BUILDING SETBACK NOTE

A 25' BUILDING SETBACK LINE IS HEREBY DEDICATED ALONG ALL LOT LINES ABUTTING A RIGHT OF WAY

NAD 83' GRID COORDINATES
TEXAS SOUTH CENTRAL ZONE
N 13,913,756.95
E 2,349,810.96

Item # 6

GREAT HILLS SECTION 7
FINAL PLAT
HAYS COUNTY, TEXAS

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

THAT AUS-TEX PARTS & SERVICE, L.T.D., ACTING HEREIN BY AND THROUGH ITS PARTNER, DONALD DEMPSEY, OWNER OF 200.00 ACRES OUT OF THE SAMUEL LITTLE SURVEY IN HAYS COUNTY, TEXAS, BY VIRTUE OF DEED OF RECORD IN VOLUME 1432, PAGE 918, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 24.15 ACRES OF LAND OUT OF THE SAID 200.00 ACRE TRACT ACCORDING TO THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:

GREAT HILLS SECTION 7

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT VACATED OR RELEASED, AND DOES HEREBY GRANT TO THE PUBLIC THE USE OF THE STREETS AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE UTILITY COMPANIES, THEIR SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE UTILITY EASEMENTS AS SHOWN AND NOTED HEREON.

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

BUILDINGS SHALL NOT BE PLACED WITHIN THE SLOPE & DRAINAGE EASEMENTS

DONALD DEMPSEY, PARTNER
AUS-TEX PARTS & SERVICE, LTD.
P.O. BOX 17547
AUSTIN, TEXAS 78760

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

J. BRICK SUDDETH, VP.
AMERICAN BANK OF COMMERCE
610 W. 5TH ST, AUSTIN, TX 78701
LEINHOLDER

STATE OF TEXAS:
COUNTY OF HAYS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD DEMPSEY, PRESIDENT OF AUS-TEX PARTS & SERVICE, L.L.C., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN.

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

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF HAYS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. BRICK SUDDETH, VICE PRESIDENT OF AMERICAN BANK OF COMMERCE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN.

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

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF HAYS:
I, JAMES M. GRANT, RPLS No. 1919, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM A SURVEY MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THE IRON RODS SHOWN AS FOUND WILL STAND AS CORRECTLY PLACED PRIOR TO THE DATE OF THIS CERTIFICATION, AND THAT DUE TO THE ANTICIPATED EARTH MOVING DURING THE CONSTRUCTION PHASE OF THIS SECTION, THE FINAL LOT CORNERS, POINTS OF CURVE AND POINTS OF TANGENT WILL BE PROPERLY PLACED UPON THE GROUND AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETE.

THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE KYLE SUBDIVISION ORDINANCE No. 439 HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS SUBDIVISION PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES M. GRANT, R.P.L.S. 1919 DATE

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION

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 AN APPROVED SEWER SYSTEM

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

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

CAITLYN STRICKLAND DATE
DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES

SURVEYORS NOTES

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES' CORPORATE CITY LIMITS.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN AS DELINEATED ON FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, MAP No. 48209C0293F, FOR COMMUNITY No. 48209, DATED SEPTEMBER 2, 2005.

GENERAL NOTES

THIS PROPERTY LIES WITHIN THE BRUSHY CREEK WATERSHED.

THIS FINAL PLAT SUBSTANTIALLY CONFORMS WITH THE PRELIMINARY PLAT FOR THE GREAT HILLS SUBDIVISION APPROVED BY HAYS COUNTY ON JUNE 22, 1999.

STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO COUNTY ROAD STANDARDS WITH A PAVEMENT WIDTH OF 22', DRAINAGE DITCHES, NO CURB, GUTTER, SIDEWALKS, OR STORM SEWERS WILL BE INSTALLED

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

ALL STREETS IN THIS SUBDIVISION SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY. IT IS UNDERSTOOD THAT HAYS COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS UNTIL SAME HAVE BEEN INSPECTED AND APPROVED BY THE COUNTY ROAD DEPARTMENT AND ACCEPTED BY THE COMMISSIONERS COURT.

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND EMERGENCY SERVICE DISTRICTS 2 & 8

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 MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET OUT HEREON WITH REGARD TO SHARED DRIVEWAY LOCATIONS.

WATER UTILITY SERVICE WILL BE SUPPLIED BY GOFORTH SPECIAL UTILITY DISTRICT.

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.

WASTEWATER SERVICE WILL BE PROVIDED BY RAILYARD WASTEWATER TREATMENT FACILITY. AS PERMITTED AND APPROVED BY THE TCEQ.

OBSTRUCTIONS WHICH WOULD IMPEDE STORMWATER RUNOFF WITHIN DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY PROHIBITED.

THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE DITCHES, UTILITY EASEMENTS AND COMMON AREAS. THIS INCLUDES, BUT IS NOT LIMITED TO THE CUTTING AND TRIMMING OF GRASS, BUSHES AND TREES AND REMOVAL OF TRASH AND DEBRIS.

THERE SHALL BE NO BUILDING WITHIN THE SLOPE & DRAINAGE EASEMENT SHOWN HEREON

POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 425, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION

EASEMENT NOTES

DEVELOPER SPECIFICALLY EXCLUDES ANY AND ALL CABLE TELEVISION COMPANIES AND/OR INTERNET SERVICE PROVIDERS FROM USING SUCH EASEMENTS WITHOUT THE EXPRESS WRITTEN CONSENT OF DEVELOPER, ITS HEIRS OR ASSIGNS. THE DEVELOPER FURTHER RESERVES UNTO ITSELF, ITS AUTHORIZED OFFICERS, HEIRS AND ASSIGNS, WITHOUT THE NECESSITY OF JOINING ANY OTHER PARTY (INCLUDING BUT NOT LIMITED TO ANY AND ALL LOT OWNERS), THE RIGHT TO DEDICATE ONE OR MORE ADDITIONAL EASEMENTS ALONG AND ADJACENT TO ANY LOT LINE OR PREVIOUSLY DEDICATED EASEMENT, WITH THE CONDITION THAT SAID ADDITIONAL EASEMENT SHALL NOT EXCEED THE RESPECTIVE WIDTH OF THE EASEMENTS PREVIOUSLY DEDICATED. LAND SURVEYORS SHALL HAVE ACCESS RIGHTS OVER ALL LOTS IN THIS SUBDIVISION IN PERFORMANCE OF THEIR DUTIES

EXTRATERRITORIAL JURISDICTION

THIS PROPERTY IS SHOWN TO BE WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE, TEXAS.

PLANNING AND ZONING COMMISSION CERTIFICATION

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

CHAIRPERSON, PLANNING AND ZONING
CITY OF KYLE, TEXAS DATE

REVIEWED BY DIRECTOR OF PUBLIC WORKS

DIRECTOR, PUBLIC WORKS, CITY OF KYLE, TEXAS DATE

REVIEWED BY CITY ENGINEER

CITY ENGINEER, CITY OF KYLE, TEXAS DATE

PARKS & RECREATION NOTES:

1. TYPICAL LANDSCAPE MAINTENANCE, CUTTING & TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS & RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.

2. SIDEWALKS, PEDESTRIAN CROSSINGS & 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.

3. ALL DRAINAGE & SLOPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.

GOFORTH SPECIAL UTILITY DISTRICT

GOFORTH SPECIAL UTILITY DISTRICT, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE SPECIAL UTILITY DISTRICT.

FOR GOFORTH SPECIAL UTILITY DISTRICT DATE

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 AND THE VESTING DATE OF JUNE 22, 1999.

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 WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, ____. AT ___ O'CLOCK ___.M., AND DULY RECORDED ON THE ___ DAY OF _____, ____, AT ___ O'CLOCK ___.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN CFN # _____.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

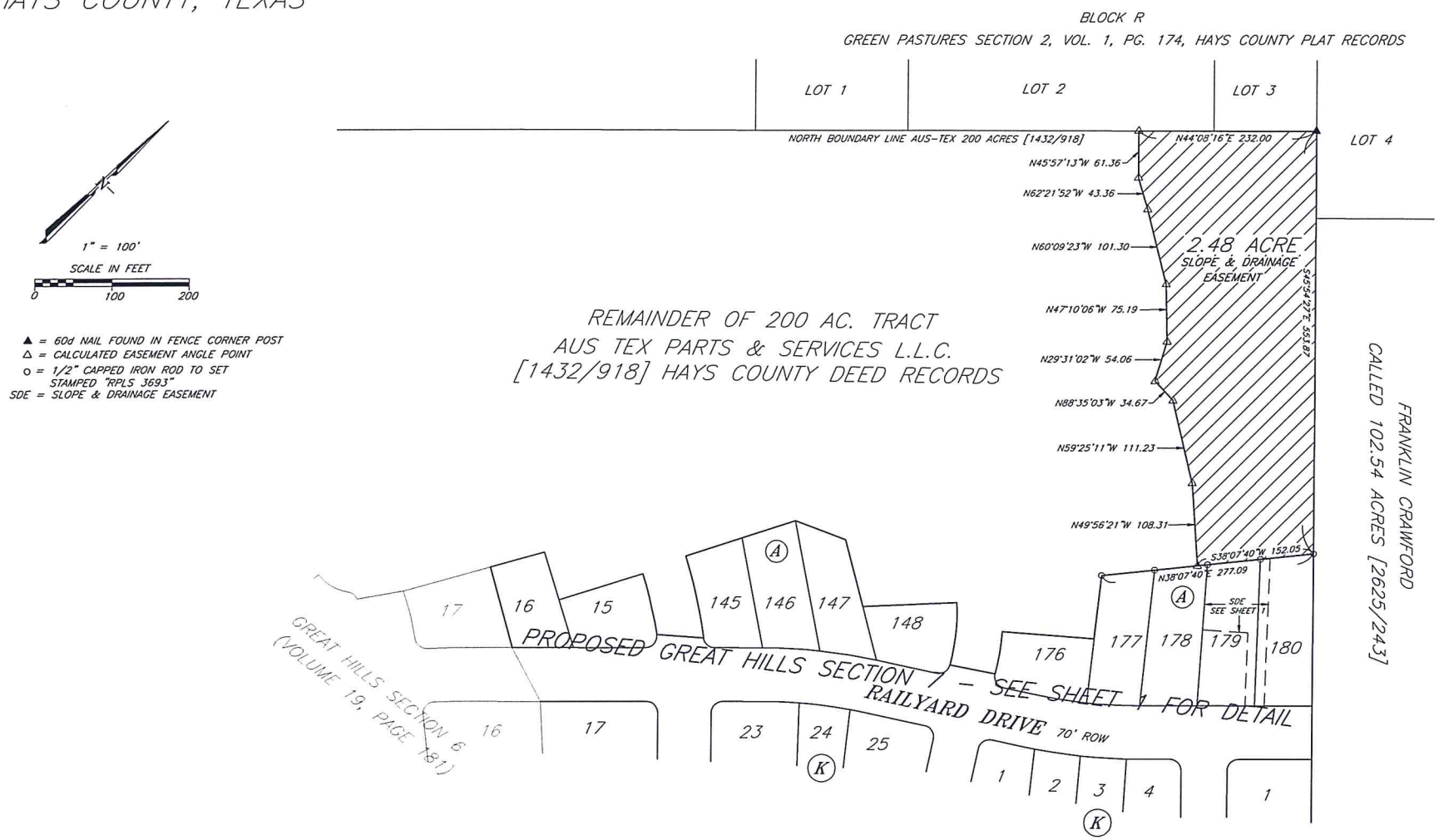
Item #6

GREAT HILLS SECTION 7

FINAL PLAT

HAYS COUNTY, TEXAS

OFFSITE SLOPE & DRAINAGE EASEMENT DETAIL



Item # 6

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

April 1, 2021

Howard Koontz
Director of Planning
City of Kyle

Re: **Great Hills, Section 7, Final (SUB-1327)**

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,

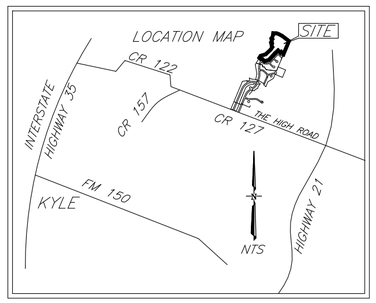
Marcus Pacheco

Marcus Pacheco
Interim Director
Hays County Development Services

GREAT HILLS
SECTION 7
FINAL PLAT
HAYS COUNTY, TEXAS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	25.95'	22.83'	S 05°28'26" E	99°07'57"
C2	15.00'	21.51'	19.71'	N 85°10'04" E	82°09'02"
C3	710.00'	150.03'	149.75'	S 50°08'46" W	12°06'26"
C4	15.00'	22.91'	20.75	N12°26'16"E	87°31'25"
C5	15.00'	23.56'	21.21'	S 78°48'01" E	90°00'00"
C6	640.00'	135.24'	134.99'	S 50°08'46" W	12°06'26"
C9	15.00	23.56	21.21	N00°54'27"W	90°00'00"
C11	15.00'	23.56'	21.21'	S 89°05'33" W	90°00'00"
C12	15.00'	23.56'	21.21'	N 11°11'59" E	90°00'00"
C13	15.00'	23.56'	21.21'	S 78°48'01" E	90°00'00"
C14	15.00'	23.58'	21.23'	N 00°56'26" W	90°03'57"
C15	15.00'	23.54'	21.20'	S 89°03'34" W	89°56'03"
C16	330.00'	69.73'	69.60'	S 39°51'14" E	12°06'26"
C17	270.00'	57.05'	56.95'	N 39°51'14" W	12°06'26"
C18	15.00'	13.91'	13.42'	S 19°20'33" E	53°07'48"
C19	15.00'	13.91'	13.42'	S 72°28'21" E	53°07'48"
C20	60.00'	299.77'	72.00'	N 44°05'33" E	286°15'37"
C21	270.00	424.12	381.84	N00°54'27"W	90°00'00"
C22	330.00	186.47	183.99	N29°43'13"W	32°22'29"
C23	15.00	20.27	18.76	N52°14'16"W	77°24'36"
C24	60.00'	188.50'	120.00'	N 00°56'34" W	180°00'00"
C25	15.00	20.28	18.77	N50°19'05"E	77°28'42"
C26	330.00	187.27	184.76	N27°50'08"E	32°30'49"
C27	15.00'	23.54'	21.20'	N 89°03'34" E	89°56'03"
C28	15.00	23.58	21.23	N00°56'26"W	90°03'57"
C31	640.00'	135.24'	134.99'	N 50°08'46" E	12°06'26"
C32	710.00'	150.03'	149.75'	N 50°08'46" E	12°06'26"
C33	640.00'	48.39'	48.38'	N 46°15'31" E	4°19'55"
C34	640.00'	67.31'	67.28'	N 51°26'15" E	6°01'33"
C35	640.00'	19.54'	19.54'	N 55°19'30" E	1°44'58"
C36	330.00'	9.65'	9.65'	S 34°38'17" E	1°40'31"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C37	330.00'	60.08'	60.00'	S 40°41'30" E	10°25'55"
C38	60.00'	72.05'	67.80'	S 27°10'44" E	68°48'11"
C39	60.00'	41.89'	41.04'	S 81°34'49" E	40°00'00"
C40	60.00'	41.89'	41.04'	N 58°25'11" E	40°00'00"
C41	60.00'	41.89'	41.04'	N 18°25'11" E	40°00'00"
C42	60.00'	41.89'	41.04'	N 21°34'49" W	40°00'00"
C43	60.00'	60.17'	57.68'	N 70°18'32" W	57°27'26"
C44	710.00'	13.40'	13.40'	N 55°39'32" E	1°04'54"
C45	710.00'	60.02'	60.00'	N 52°41'47" E	4°50'36"
C46	710.00'	60.02'	60.00'	N 47°51'11" E	4°50'36"
C47	710.00'	16.59'	16.59'	N 44°45'43" E	1°20'20"
C48	640.00	69.16	69.12	N47°11'17"E	06°11'28"
C49	330.00	16.14	16.14	N44°30'22"W	02°48'10"
C50	330.00	86.12	85.87	N38°25'54"W	14°57'07"
C51	330.00	100.35	99.96	N22°14'39"W	17°25'22"
C52	60.00'	47.21'	46.00'	N 68°24'09" W	45°04'50"
C53	60.00'	47.04'	45.85'	N 23°24'01" W	44°55'25"
C54	60.00'	47.04'	45.84'	N 21°31'08" E	44°54'55"
C55	60.00'	47.21'	46.00'	N 66°31'01" E	45°04'50"
C56	330.00	100.33	99.95	N20°17'20"E	17°25'12"
C57	330.00	70.09	69.96	N35°05'00"E	12°10'08"
C58	330.00	16.85	16.84	N42°37'48"E	02°55'29"
C59	270.00	85.09	84.74	N35°03'50"E	18°03'27"
C60	270.00	87.88	87.50	N16°42'38"E	18°38'57"
C61	270.00	81.66	81.35	N01°16'43"W	17°19'44"
C62	270.00	84.74	84.40	N18°56'04"W	17°58'59"
C63	270.00	84.74	84.39	N63°55'01"W	17°58'53"
C64	570.00	81.58	81.51	S59°08'24"E	08°12'00"
C65	630.00	110.14	110.00	S58°45'55"E	10°01'00"
C66	710.00	75.02	74.98	N47°07'09"E	06°03'13"
C67	710.00	75.02	74.98	N53°10'22"E	06°03'13"
C68	270.00	82.25	81.94	S40°03'05"E	17°27'18"
C69	330.00	56.47	56.40	N36°47'21"W	09°48'14"
C70	640.00	66.08	66.05	N53°14'30"E	05°54'08"

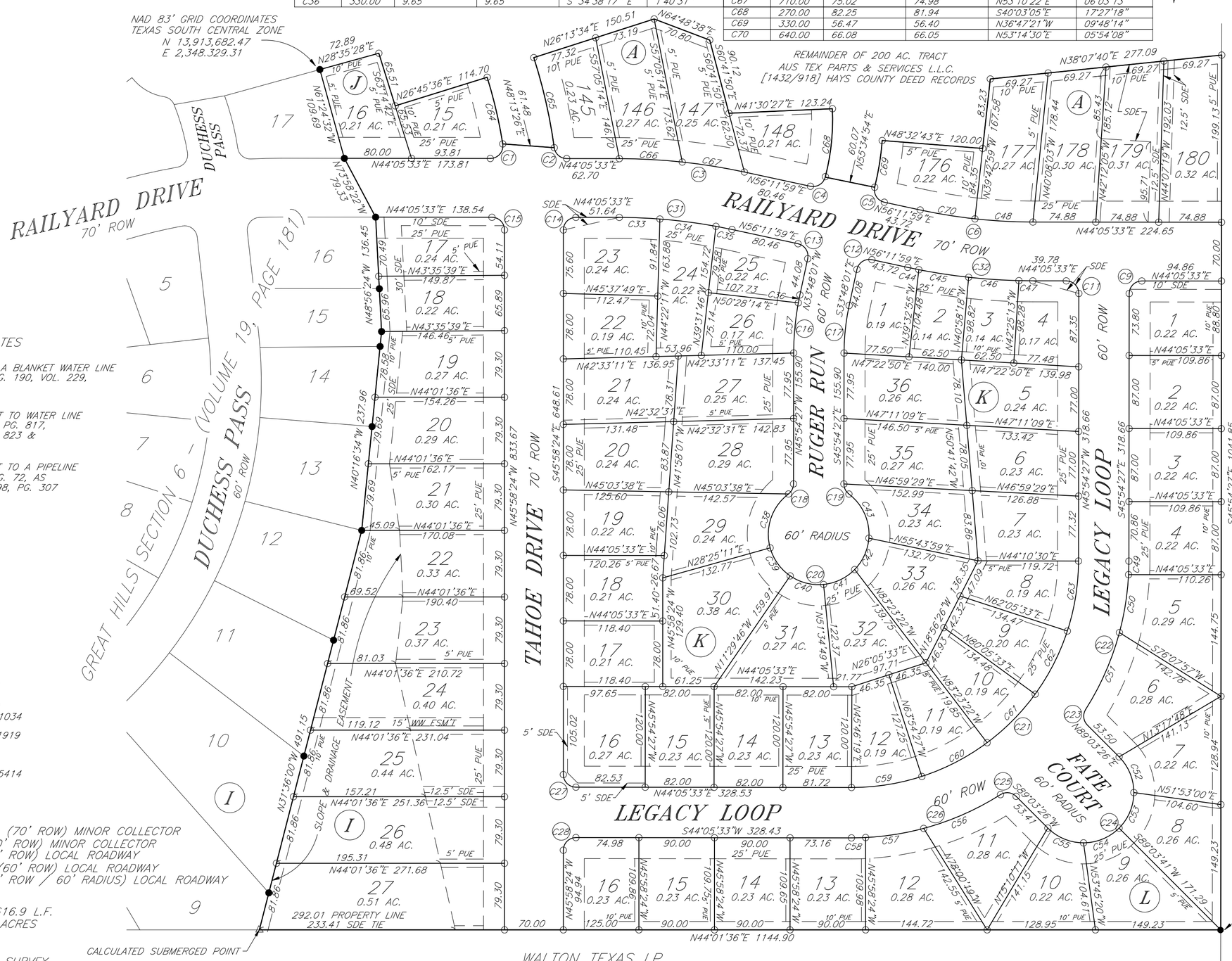


SEE SHEET 3 FOR OFFSITE SLOPE & DRAINAGE EASEMENT DETAIL

1" = 100'

SCALE IN FEET

0 100 200



LEGEND

- ● = 1/2" IRON ROD FOUND
- ○ = 1/2" CAPPED IRON ROD TO SET STAMPED "RPLS 3693"
- SE = SLOPE EASEMENT
- ( ) = HAYS COUNTY PLAT RECORDS
- [ ] = HAYS COUNTY DEED RECORDS
- WW = WASTE WATER EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- SDE = SLOPE & DRAINAGE EASEMENT

EXISTING EASEMENT NOTES

1.) THIS SUBDIVISION IS SUBJECT TO A BLANKET WATER LINE EASEMENT RECORDED IN VOL. 229, PG. 190, VOL. 229, PG. 191, & VOL. 229 PG. 102

2.) THIS SUBDIVISION IS NOT SUBJECT TO WATER LINE EASEMENTS RECORDED IN VOL. 1252, PG. 817, VOL. 1252, PG. 820, VOL. 1252, PG. 823 & VOL. 1252, PG. 826

3.) THIS SUBDIVISION IS NOT SUBJECT TO A PIPELINE EASEMENT RECORDED IN VOL. 566, PG. 72, AS RELEASED & REASSIGNED IN VOL. 2798, PG. 307

OWNER: DONALD DEMPSEY, PARTNER
AUS-TEX PARTS & SERVICE, LTD.
P.O. BOX 17547, AUSTIN, TX 78760
TEL 512-385-9700 FAX 512-385-1034

SURVEYOR: JAMES M. GRANT RPLS 1919
TEL 512-441-5601

ENGINEER: CHASE BAROMEO, JR. PE
TEL 512-295-3465 FAX 512-295-5414

TOTAL LOTS: 74
TOTAL AREA: 24.15 ACRES

RAILYARD DRIVE = 1051.6 L.F. (70' ROW) MINOR COLLECTOR
TAHOE DRIVE = 883.6 L.F. (70' ROW) MINOR COLLECTOR
RUGER RUN = 373.4 L.F. (60' ROW) LOCAL ROADWAY
LEGACY LOOP = 1,218.1 L.F. (60' ROW) LOCAL ROADWAY
FATE COURT = 90.2 L.F. (120' ROW / 60' RADIUS) LOCAL ROADWAY

TOTAL LENGTH OF STREETS: 3,616.9 L.F.
TOTAL AREA OF STREETS: 5.61 ACRES
AVERAGE LOT SIZE: 0.25 ACRE
DENSITY: 3.06 LOTS/ACRE
PATENT SURVEY: SAMUEL LITTLE SURVEY
PLAT PREPARED: DECEMBER 2018

EASEMENT NOTE

IN ADDITION TO THE EASEMENTS SHOWN HEREON 5' ALONG THE SIDELINES AND 10' ALONG REAR OF ALL LOTS IS HEREBY DEDICATED AS A PUBLIC UTILITY EASEMENT

BUILDING SETBACK NOTE

A 25' BUILDING SETBACK LINE IS HEREBY DEDICATED ALONG ALL LOT LINES ABUTTING A RIGHT OF WAY

NAD 83' GRID COORDINATES
TEXAS SOUTH CENTRAL ZONE
N 13,913,756.95
E 2,349,810.96

GREAT HILLS SECTION 7
FINAL PLAT
HAYS COUNTY, TEXAS

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

THAT AUS-TEX PARTS & SERVICE, L.T.D., ACTING HEREIN BY AND THROUGH ITS PARTNER, DONALD DEMPSEY, OWNER OF 200.00 ACRES OUT OF THE SAMUEL LITTLE SURVEY IN HAYS COUNTY, TEXAS, BY VIRTUE OF DEED OF RECORD IN VOLUME 1432, PAGE 918, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 24.15 ACRES OF LAND OUT OF THE SAID 200.00 ACRE TRACT ACCORDING TO THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:

GREAT HILLS SECTION 7

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT VACATED OR RELEASED, AND DOES HEREBY GRANT TO THE PUBLIC THE USE OF THE STREETS AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE UTILITY COMPANIES, THEIR SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE UTILITY EASEMENTS AS SHOWN AND NOTED HEREON.

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

BUILDINGS SHALL NOT BE PLACED WITHIN THE SLOPE & DRAINAGE EASEMENTS

DONALD DEMPSEY, PARTNER
AUS-TEX PARTS & SERVICE, LTD.
P.O. BOX 17547
AUSTIN, TEXAS 78760

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

J. BRICK SUDDETH, VP.
AMERICAN BANK OF COMMERCE
610 W. 5TH ST, AUSTIN, TX 78701
LEINHOLDER

STATE OF TEXAS:
COUNTY OF HAYS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD DEMPSEY, PRESIDENT OF AUS-TEX PARTS & SERVICE, L.L.C., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN.

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

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF HAYS:
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. BRICK SUDDETH, VICE PRESIDENT OF AMERICAN BANK OF COMMERCE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN.

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

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF HAYS:
I, JAMES M. GRANT, RPLS No. 1919, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, AND IS PREPARED FROM A SURVEY MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THE IRON RODS SHOWN AS FOUND WILL STAND AS CORRECTLY PLACED PRIOR TO THE DATE OF THIS CERTIFICATION, AND THAT DUE TO THE ANTICIPATED EARTH MOVING DURING THE CONSTRUCTION PHASE OF THIS SECTION, THE FINAL LOT CORNERS, POINTS OF CURVE AND POINTS OF TANGENT WILL BE PROPERLY PLACED UPON THE GROUND AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETE.

THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE KYLE SUBDIVISION ORDINANCE No. 439 HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS SUBDIVISION PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES M. GRANT, R.P.L.S. 1919 DATE

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION

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 AN APPROVED SEWER SYSTEM

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

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

CAITLYN STRICKLAND DATE
DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES

SURVEYORS NOTES

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES' CORPORATE CITY LIMITS.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN AS DELINEATED ON FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, MAP No. 48209C0293F, FOR COMMUNITY No. 48209, DATED SEPTEMBER 2, 2005.

GENERAL NOTES

THIS PROPERTY LIES WITHIN THE BRUSHY CREEK WATERSHED.

THIS FINAL PLAT SUBSTANTIALLY CONFORMS WITH THE PRELIMINARY PLAT FOR THE GREAT HILLS SUBDIVISION APPROVED BY HAYS COUNTY ON JUNE 22, 1999.

STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO COUNTY ROAD STANDARDS WITH A PAVEMENT WIDTH OF 22', DRAINAGE DITCHES, NO CURB, GUTTER, SIDEWALKS, OR STORM SEWERS WILL BE INSTALLED

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

ALL STREETS IN THIS SUBDIVISION SHALL BE PUBLIC AND MAINTAINED BY HAYS COUNTY. IT IS UNDERSTOOD THAT HAYS COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS UNTIL SAME HAVE BEEN INSPECTED AND APPROVED BY THE COUNTY ROAD DEPARTMENT AND ACCEPTED BY THE COMMISSIONERS COURT.

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND EMERGENCY SERVICE DISTRICTS 2 & 8

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 MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET OUT HEREON WITH REGARD TO SHARED DRIVEWAY LOCATIONS.

WATER UTILITY SERVICE WILL BE SUPPLIED BY GOFORTH SPECIAL UTILITY DISTRICT.

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.

WASTEWATER SERVICE WILL BE PROVIDED BY RAILYARD WASTEWATER TREATMENT FACILITY. AS PERMITTED AND APPROVED BY THE TCEQ.

OBSTRUCTIONS WHICH WOULD IMPEDE STORMWATER RUNOFF WITHIN DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY PROHIBITED.

THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE DITCHES, UTILITY EASEMENTS AND COMMON AREAS. THIS INCLUDES, BUT IS NOT LIMITED TO THE CUTTING AND TRIMMING OF GRASS, BUSHES AND TREES AND REMOVAL OF TRASH AND DEBRIS.

THERE SHALL BE NO BUILDING WITHIN THE SLOPE & DRAINAGE EASEMENT SHOWN HEREON

POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 425, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION

EASEMENT NOTES

DEVELOPER SPECIFICALLY EXCLUDES ANY AND ALL CABLE TELEVISION COMPANIES AND/OR INTERNET SERVICE PROVIDERS FROM USING SUCH EASEMENTS WITHOUT THE EXPRESS WRITTEN CONSENT OF DEVELOPER, ITS HEIRS OR ASSIGNS. THE DEVELOPER FURTHER RESERVES UNTO ITSELF, ITS AUTHORIZED OFFICERS, HEIRS AND ASSIGNS, WITHOUT THE NECESSITY OF JOINING ANY OTHER PARTY (INCLUDING BUT NOT LIMITED TO ANY AND ALL LOT OWNERS), THE RIGHT TO DEDICATE ONE OR MORE ADDITIONAL EASEMENTS ALONG AND ADJACENT TO ANY LOT LINE OR PREVIOUSLY DEDICATED EASEMENT, WITH THE CONDITION THAT SAID ADDITIONAL EASEMENT SHALL NOT EXCEED THE RESPECTIVE WIDTH OF THE EASEMENTS PREVIOUSLY DEDICATED. LAND SURVEYORS SHALL HAVE ACCESS RIGHTS OVER ALL LOTS IN THIS SUBDIVISION IN PERFORMANCE OF THEIR DUTIES

EXTRATERRITORIAL JURISDICTION

THIS PROPERTY IS SHOWN TO BE WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE, TEXAS.

PLANNING AND ZONING COMMISSION CERTIFICATION

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

CHAIRPERSON, PLANNING AND ZONING
CITY OF KYLE, TEXAS DATE

REVIEWED BY DIRECTOR OF PUBLIC WORKS

DIRECTOR, PUBLIC WORKS, CITY OF KYLE, TEXAS DATE

REVIEWED BY CITY ENGINEER

CITY ENGINEER, CITY OF KYLE, TEXAS DATE

PARKS & RECREATION NOTES:

1. TYPICAL LANDSCAPE MAINTENANCE, CUTTING & TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS & RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.

2. SIDEWALKS, PEDESTRIAN CROSSINGS & 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.

3. ALL DRAINAGE & SLOPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.

GOFORTH SPECIAL UTILITY DISTRICT

GOFORTH SPECIAL UTILITY DISTRICT, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE SPECIAL UTILITY DISTRICT.

FOR GOFORTH SPECIAL UTILITY DISTRICT DATE

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 AND THE VESTING DATE OF JUNE 22, 1999.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS:
COUNTY OF HAYS:

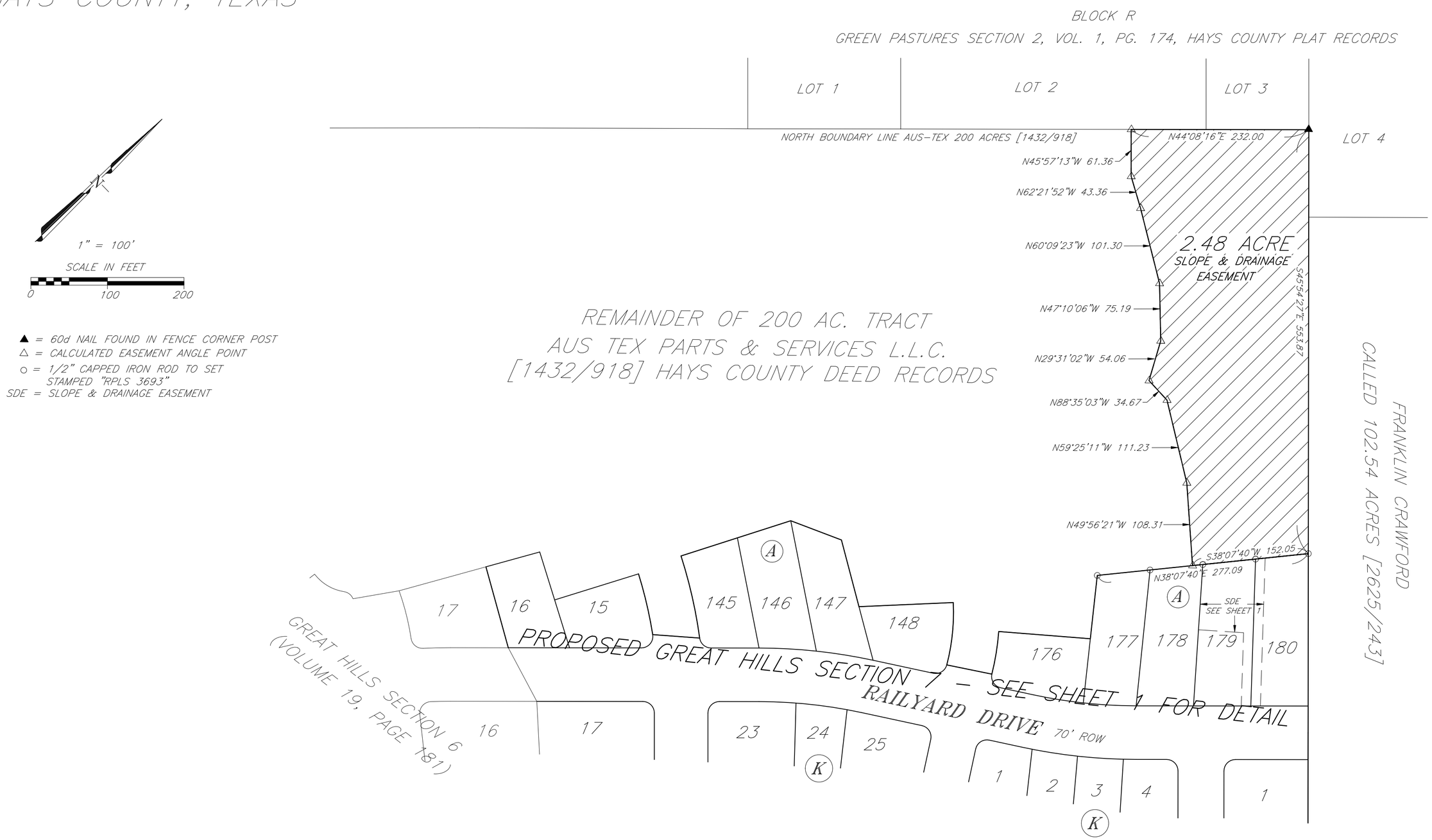
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, ____. AT ___ O'CLOCK ___.M., AND DULY RECORDED ON THE ___ DAY OF _____, _____, AT ____ O'CLOCK __.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN CFN # _____.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

GREAT HILLS
SECTION 7
FINAL PLAT
HAYS COUNTY, TEXAS

OFFSITE SLOPE & DRAINAGE EASEMENT DETAIL



CITY OF KYLE, TEXAS

Hadsell Estate – (Z-21-0075)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: The Planning and Zoning Commission of the City of Kyle, Texas, will hold two public hearings for the purpose of receiving testimony, comments, and written evidence from the public regarding a comprehensive plan amendment to add Manufactured Home Subdivision Districts 'M-2' and 'M-3' to the 'New Town Community District' in the Comprehensive Plan, for a property located at 600 Bebee Road in the City of Kyle, Texas. (Hadsell Estate – Z-21-0075)

- Public Hearing (First of Two Public Hearings)

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Report
- Summary Letter
- Agent Assignee Letter
- Franchise Tax Account Status
- Deed
- Letters Testamentary
- Project Location Map
- Current Zoning Map
- Land Use Districts Map
- Land Use Districts Map (Entire City)

CITY OF KYLE

Community Development Department

April 13, 2021

To: Kyle Planning & Zoning Commission

From: Howard J. Koontz, AICP; Director, Planning & Community Development

Re: Comprehensive Plan Text Amendment to Add Manufactured Home Zoning to the New Town Community District

A client has come forward to the city with a request to apply manufactured home zoning to a certain parcel. The parcel in question has been assigned to the city's New Town Community district on the Future Land Use map of the 2010 Comprehensive Plan. Adjacent to the subject site are lands owned by the client which already operate as a manufactured home community, also located within the New Town Community district. Those parcels are lawful and conforming from a land use and existing zoning standpoint, but at the same time are non-conforming from a future land use map assignment perspective. The client has made a request of staff to initiate a text amendment to the Comprehensive Plan to allow the city to consider the assignment of manufactured home zoning in the New Town Community, consistent with the community already operating in the region.

City Charter Comprehensive Plan Ordinance

Sec. 10.03. - Comprehensive Plan Adoption and Amendment.

"The comprehensive plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning commission and the council. A draft of the comprehensive plan shall be submitted to the planning commission which shall hold a minimum of two public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning commission shall then forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the planning commission's and the city manager's recommendations thereon. If the proposed comprehensive plan has not been adopted within two years from the effective date of this charter, the proposed plan as it then exists will automatically become the City's comprehensive plan.

"The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or any element or portion thereof, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety

(90) days following its submission. If such plan or element or portion thereof is not adopted by the council, the council shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

"Upon the adoption of a comprehensive plan or element or portion thereof by the council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted, except to the extent, if any, as provided by law. For purposes of clarity, consistency and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the alteration, development and use of land may be combined in their totality in a single ordinance or code."

Comprehensive Plan Text

New Town Community District

"Recommended: R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, R-3-2, R-3-3, CC, NC, RS, MXD, O/I

"Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, W"

New Town Community

"'Character': Currently consisting of primarily residential uses, open fields, some commercial uses along I-35, and the City's new Performing Arts Center, the New Town District will likely experience significant development pressures in the near future. This District straddles both I-35 and FM 1626, and growth from Austin and Buda is spreading south along these roadways. These land uses and the forms that follow are wide ranging and varying according to the existing development pattern in place today, and the availability for utility service to as-yet undeveloped lands. The New Town District includes undeveloped residential areas, the proposed site for an 'Uptown' shopping/activity center, proposed and existing commercial along higher classified roadways, and legacy residential that has existed for many years. This District should be livable, comfortable, and convenient for all residents of Kyle and surrounding region. Elements of form and design are critical to ensuring transitions between neighboring uses.

"'Intent': The New Town District is designed to contain a horizontal mix of land uses that should be integrated across the area to express a cohesive community form. Many differing uses are encouraged throughout the District, but are distributed in autonomous land parcels instead of vertically aggregated in fewer land parcels. Horizontal mixed uses provide a transition to integrate the community form of New Town with surrounding communities, landscapes and nodes.

"As parcels along major roadways and along side high capacity wet utilities come available, the development density of those parcels should be established higher than other areas of the city, especially any properties in proximity to either I-35, FM 1626 or both. The purpose of the New Town District is to harness economic development potential and establish its position as the sustainable center of surrounding growth. The leading way to make this a reality is to build off the strength of the urban form supported in the Core Area Transition District, make use of the transportation network already in place that runs through and along this district, and enable more uses and architectural types that blend well into the urban design form. This District should provide economic support to Kyle based on locational advantages gained by access to growth advancing from south Austin and nodal developments on the northern side of Kyle. Mixed-Use development should be encouraged, not only permitted, to maximize economic development. This can be achieved by aggregating appropriate densities in order to support a mixture of uses. Development patterns and employment opportunities should be created in the New Town District that do not conflict with the surrounding community fabric. Establishing mixed use zoning districts and employment districts will compliment the existing retail and service uses present today, and should be supported by the adjacent residential and future integrated multi-family residential."

Analysis

Approximately a year ago, representatives approached City staff wanting to purchase the 24.653-Acres at 600 Bebee Road. At this time, they wanted to purchase the site for a new phase of the Lakeside Crossing Manufactured Home Park. As staff conducted preliminary research, it became clear the comprehensive plan did not consider any manufactured home zoning districts in this part of Kyle (New Town Community district).

The Lakeside Crossing community originally began as a county development, outside the city limits of Kyle. As there are no land use restrictions (zoning) in the county, they were allowed to construct their facility. In October of 2009, mid-process, the City of Kyle annexed the property, allowing the vested development continue (Texas law allows for properly vested projects started in the county to continue once annexed into municipalities.)

At the time that staff met with the representatives for the expansion, they were informed that the City was beginning a comprehensive plan update, and they could be incorporated into the discussion. However, this process has been delayed, and as such, the applicant has asked to continue moving forward. Staff recommended applying separately, as it would move the process along for their project.

The first step to beginning the development process is to request a comprehensive plan amendment. The New Town Community district does not currently consider any

manufactured home zoning districts. If the applicant applied for any zoning assignment related to manufactured home districts, they couldn't move forward.

This amendment would allow consideration of both the "M-2" and "M-3" zoning districts. It would actually allow both zoning districts to be considered throughout the New Town Community district, not just the 24-acre tract proposed for development. From a practical perspective, any new manufactured homes would primarily remain east of IH-35, because the Plum Creek PUD and Texas Lehigh Quarry take up most of the New Town Community west of IH-35.

From a regulatory standpoint, both the "M-2" and "M-3" districts are virtually the same (same minimum lot size, house size, setbacks, etc.). The key difference is that the "M-2" zoning district is designed for fee simple lots that are sold to interested parties and take access from public streets. The "M-3" zoning district is designed for manufactured home parks, where all the internal roads are private and the plotted locations for the homesites are leased to interested parties within the boundaries of a larger parent parcel.

As part of city growth, multiple types of housing should be considered. This should range from all parts of the affordability spectrum and construction type. This idea helps the City become more inclusive to all people wanting to live in our municipality. Manufactured homes can provide a welcome option for home type, length of occupancy tenure, and affordability.

Staff is amenable to adding both the "M-2" and "M-3" zoning districts to the New Town Community district. Adding both zoning districts should be within the 'Conditional' category, as not every part of the New Town Community district is appropriate for manufactured homes. This means when zoning is requested, extra analysis is required, and the site needs to be appropriate for the use.

Recommendation

In conclusion, staff supports the proposed text amendment and recommends the Planning & Zoning Commission support the request.

HUSCH BLACKWELL

111 Congress Avenue
Suite 1400
Austin, Texas 78701-4093
512.472.5456 main

STACEY L. MILAZZO
PARALEGAL
512.370.3441 direct
stacey.milazzo@huschblackwell.com

March 12, 2021

City of Kyle Planning Dept.
100 W. Center Street
Kyle, Texas 78640

Re: Comprehensive Plan Amendment Request

To Whom it May Concern:

As agent for the Estate of Janelle Hadsell, we respectfully request a comprehensive plan amendment to include "M-2" and "M-3" zoning districts in the "New Town Community" district.

Please let me know if you have any questions or need additional information.

Very truly yours,

Stacey L. Milazzo

Stacey L. Milazzo,
Paralegal

Estate of Janelle Hadsell
c/o Sheila Webb
304 Bridgepoint Drive
Kingsland, TX 78639-9617

AGENT DESIGNATION LETTER

October 26, 2020

City of Kyle Planning Dept.
100 W. Center Street
Kyle, Texas 78640

Re: Designation of agent for proposed annexation, zoning, platting and related matters for 24.653 acres of land located at CR 122/Bebee Rd, Kyle, TX 78640 under Property ID numbers R13831, R13832 and R132787 (the "Property")

To Whom It May Concern:

The undersigned, as the owner of the above-referenced Property, hereby appoints Husch Blackwell LLP (Nikelle Meade), as agent in connection with the annexation, zoning, platting and any related matters concerning the Property with the City of Kyle.

A map of the Property is attached hereto as Exhibit A.

Estate of Janelle Hadsell

By: Sheila Lynn Webb
Sheila Lynn Webb, Independent
Co-Executor

By: Rebecca Ann Hadsell
Rebecca Ann Hadsell, Independent
Co-Executor

[Notary blocks are on following page]

HB: 4811-9733-4988.1

THE STATE OF TEXAS §
§
COUNTY OF LLANO §

This instrument was acknowledged before me on the 28th day of October, 2020, by **Sheila Lynn Webb**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.

Kerri D Cooley
Notary Public, State of Texas

KERRI D COOLEY
Notary Public, State of Texas
Comm. Expires 09-29-2023
Notary ID 1171442-4

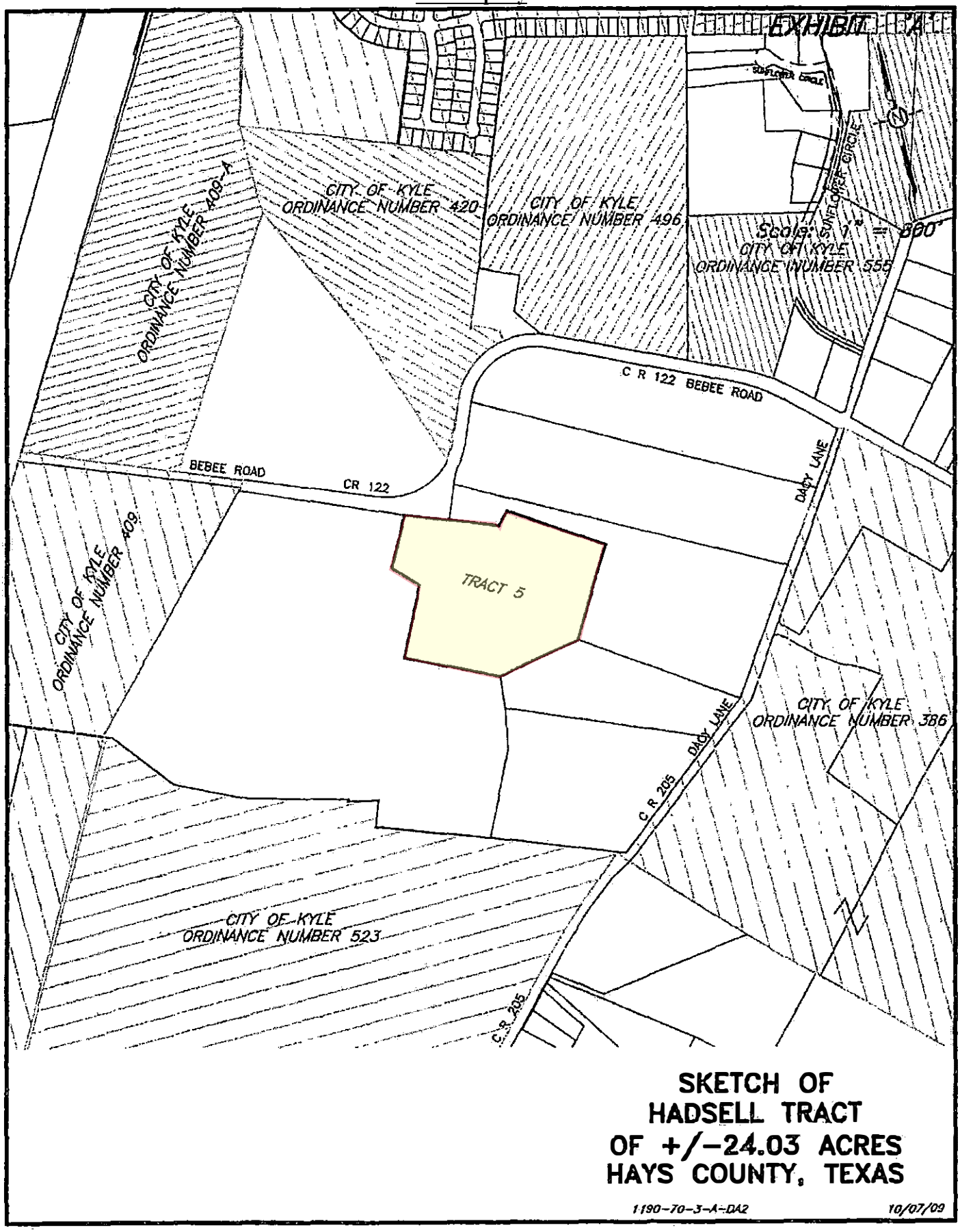
THE STATE OF TEXAS §
§
COUNTY OF LLANO §

This instrument was acknowledged before me on the 28th day of October, 2020, by **Rebecca Ann Hadsell**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.

Kerri D Cooley
Notary Public, State of Texas

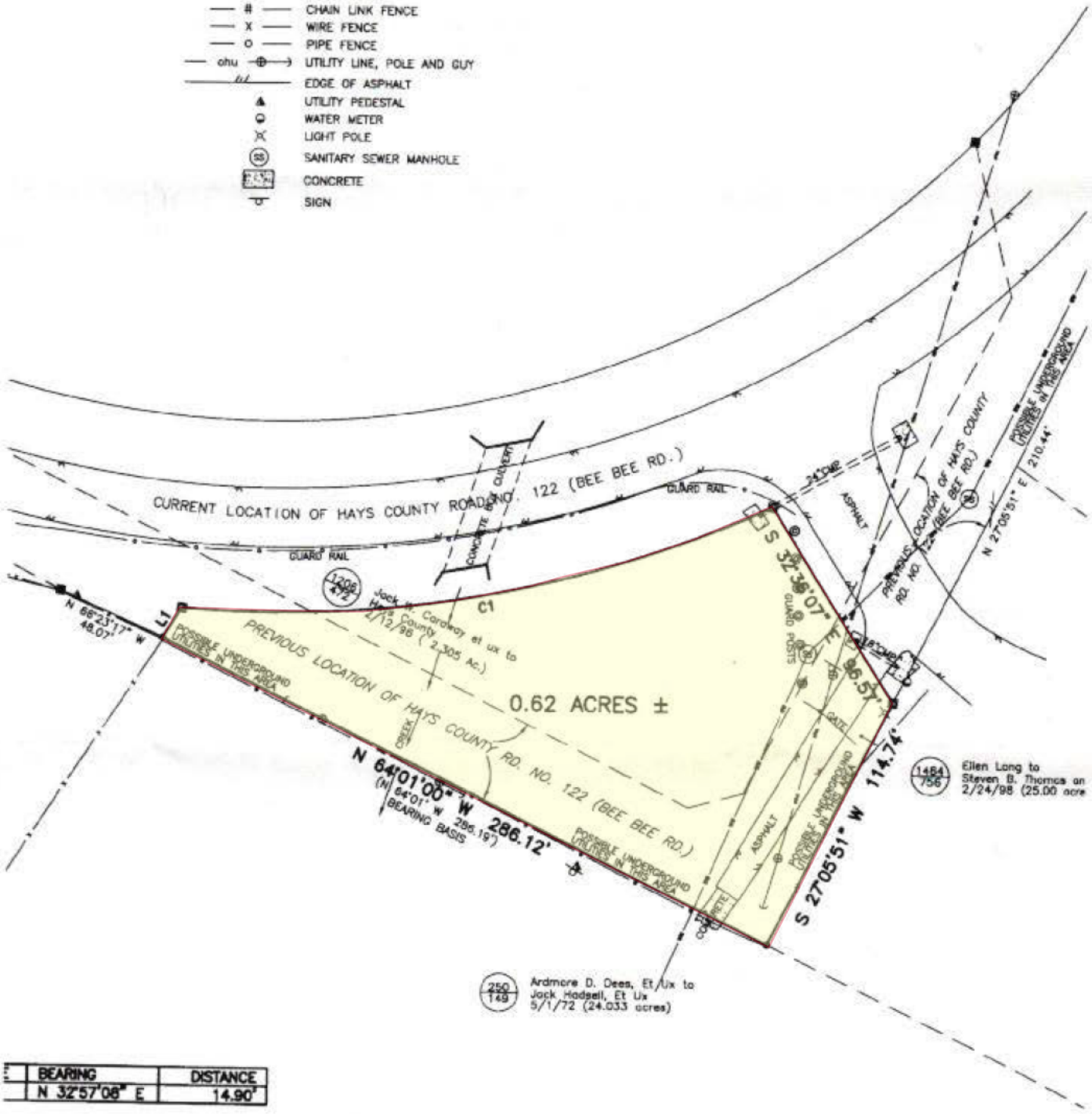
KERRI D COOLEY
Notary Public, State of Texas
Comm. Expires 09-29-2023
Notary ID 1171442-4

Exhibit A
The Property



LEGEND

- VOL/PG — HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- PIPE FENCE
- UTILITY LINE, POLE AND GUY
- EDGE OF ASPHALT
- UTILITY PEDESTAL
- WATER METER
- LIGHT POLE
- SANITARY SEWER MANHOLE
- CONCRETE
- SIGN



	BEARING	DISTANCE
	N 32°57'08" E	14.90'

RVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'

Franchise Tax Account Status

As of : 04/08/2021 09:27:58

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

HUSCH BLACKWELL LLP	
Texas Taxpayer Number	12616882861
Mailing Address	190 CARONDELET PLZ STE 600 SAINT LOUIS, MO 63105-3433
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	Not Registered
Texas SOS File Number	Not Registered
Registered Agent Name	Not on file
Registered Office Street Address	

Item # 7

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

#76546 76546

That we, Ardmore D. Dees and wife, Iris S. Dees, of the County of Hays and State of Texas, for the consideration hereinafter shown as paid and secured to be paid by Jack Hadsell and wife, Janelle R. Hadsell, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Jack Hadsell and Janelle R. Hadsell of the County of TRAVIS and State of Texas, subject to the hereinafter mentioned taxes, liens and mineral reservation, all of that certain parcel of land situated in Hays County, Texas, being 24.033 acres of land, same being out of and a part of the D. Downer Survey No. 22 and the A. Brichta Survey in Hays County, Texas; said 24.033 acres of land being more particularly described by metes and bounds as follows:

> BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;
>
> THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;
>
> THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;
>
> THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;
>
> THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;
>
> THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

This conveyance is made subject to that undivided one sixteenth (1/16th) mineral estate reserved by the Federal Land Bank of Houston in that deed from said Bank to Mrs. C. C. Young, dated September 16, 1938, and recorded in Volume 123, pages 128-131, Hays County Deed Records.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors

and administrators, to warrant and forever defend, all and singular the said premises unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned mineral reservation and the hereinafter described taxes and liens.

The consideration for this conveyance is as follows:

1. The assumption on the part of the said Jack Hadsell and Janelle R. Hadsell, effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby.

2. The sum of Ten Dollars ($10.00) cash to us in hand paid by the said Jack Hadsell and Janelle R. Hadsell, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, express or implied, is retained.

3. The execution and delivery to the said Ardmore D. Dees by the said Jack Hadsell and Janelle R. Hadsell of their one certain promissory note dated of even date herewith, for the sum of Eight Thousand and No/100 Dollars ($8,000.00) and payable to the said Ardmore D. Dees, or order, with interest and in installments as in said note provided. Said note is here referred to and made a part hereof for all pertinent purposes.

The vendor's lien is retained against the above described premises and improvements for the security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. Said note is further secured by a deed of trust of even date herewith from the maker of said note to Henry C. Kyle, Trustee, conveying said premises for the use and benefit of the holder of said note. Said deed of trust is here referred to for all pertinent purposes.

Witness our hands this the 1st day of May, 1972.

Ardmore D. Dees

Ardmore D. Dees

Iris S. Dees

Iris S. Dees

STATE OF TEXAS X
X
COUNTY OF HAYS X

BEFORE ME, the undersigned authority, on this day personally

appeared Ardmore D. Dees and Iris S. Dees, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 1972.

Albert R. Walker
Notary Public, Hays County, Texas.

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 3rd day of May A.D., 1972 at 3:20 o'clock P M., and duly recorded on the 4th day of May A.D., 1972 at 10:20 o'clock A M., in the Deed Records of said County in Book Number 250 Pages 149-152 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By _____ Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

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.

QUITCLAIM DEED

Bk	Vol	Pg
10028678 OPR	3988	777

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Grantor: HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address: 111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee: Jack Hadsell

Grantee's Mailing Address: 2702 Jefferson
Austin, Texas 78703

Property: That certain real property situated in Hays County, Texas, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes.

By operation of law, the sufficiency of which is hereby acknowledged, and as authorized pursuant to that certain Resolution to Abandon, adopted by the Hays County Commissioners Court, dated May 12, 2010 and numbered 26129, a copy of which is attached hereto as **Exhibit "B"**, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 12th day of October, 2010.

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____
Elizabeth "Liz" Sumter
Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October 12th, 2010 by Elizabeth "Liz" Sumter as County Judge of Hays County.

Jimmie Robinson
Notary Public, State of Texas

JIMMIE L. ROBINSON
MY COMMISSION EXPIRES
May 29, 2011

EXHIBIT "A"

Bk Vol Pg
90012572 OPR 3651 873

Bk Vol Pg
10028678 OPR 3988 778

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. **N 32°57'08" E 14.90 feet** to a ½" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27′53″, radius = 498.37 feet, arc = 256.29 feet, and a chord which bears N 79°37′27″ E 253.48 feet** to a ½″ iron rod set for the north corner of this description, and

3. **S 32°36′07″ E 96.57 feet** to a ½″ iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8″ iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears N 27°05′51″ E 210.44 feet;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05′51″ W 114.74 feet** to a ½″ iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01′00″ W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING.**

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. # 5307

STATE OF TEXAS
REGISTERED
KYLE SMITH
5307
PROFESSIONAL
LAND SURVEYOR

Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
FND0.62

	Bk	Vol	Pg
90012572	OPR	3651	876

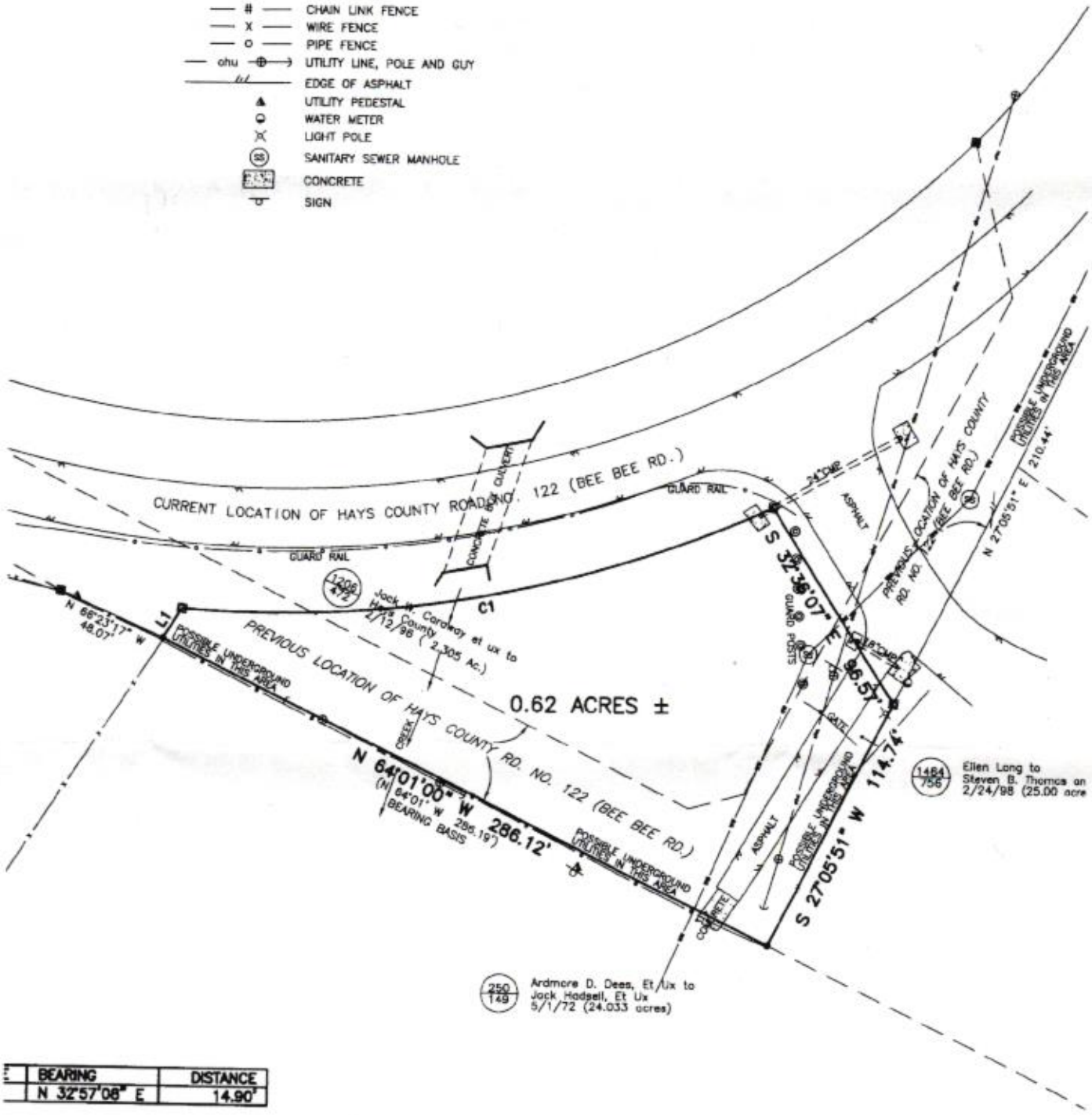
ORIGINAL

1" =

	Bk	Vol	Pg	
10028678	OPR	3988	781	A

LEGEND

- VOL/PG — HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- o — PIPE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- EDGE OF ASPHALT
- UTILITY PEDESTAL
- WATER METER
- LIGHT POLE
- SS — SANITARY SEWER MANHOLE
- CONCRETE
- SIGN



	BEARING	DISTANCE
	N 32°57'08" E	14.90'

RVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'

Item # 7

EXHIBIT

"B"

Bk	Vol	Pg
10028678 OPR	3988	784 B

Bk	Vol	Pg
10021253 OPR	3928	58

CERTIFIED COPY OF HAYS COUNTY COMMISSIONERS' COURT MINUTES

****

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE **12TH DAY OF MAY A.D., 2010**, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
JEFFERSON W. BARTON	**COMMISSIONER, PCT. 2**
WILL CONLEY	**COMMISSIONER, PCT. 3**
KAREN FORD	**COMMISSIONER, PCT. 4**
LINDA C. FRITSCHE	**COUNTY CLERK**

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

26129 **CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS** [T1-1821]

RPTP Director Jerry Borcherding advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye". MOTION PASSED**

THE STATE OF TEXAS
COUNTY OF HAYS

I, Linda C. Fritsche, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Hays County, Texas, do hereby certify that the following contains a true and correct copy of the minutes of **MAY 12, 2010** under Resolution #26129 in the Commissioners' Court Minutes of Hays County, Texas:

Given under my hand and seal of office at San Marcos, Texas this the **16TH** day of **JULY, 2010.**

LINDA C. FRITSCHE, COUNTY CLERK AND EXOFFICIO CLERK OF THE HAYS COUNTY COMMISSIONERS' COURT

BY _____ **DEPUTY**

Clerk's Note: Property Owner – Jack Hadsell, 2702 Jefferson St. Austin, TX 78703

LETTERS TESTAMENTARY

ESTATE OF
JANELLE HADSELL
DECEASED

C-1-PB-20-000850
IN PROBATE COURT NUMBER ONE
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS *
COUNTY OF TRAVIS *

I, the undersigned Clerk of the Probate Court No. 1 of Travis County Texas, do hereby certify that on **July 30, 2020, REBECCA ANN HADSELL AND SHEILA LYNN WEBB** was duly granted by said Court, Letters Testamentary of the Estate of **JANELLE HADSELL** Deceased, and that **they** qualified as **Independent Co-Executors** without bond of said estate on **July 30, 2020** as the law requires, said appointment is still in full force and effect.

Given under my hand and seal of office at Austin, Texas, on **July 30, 2020.**

Dana DeBeauvoir
County Clerk, Travis County, Texas
P.O. Box 149325 Austin, Texas 78714-9325

By Deputy
B. HICKS

C-1-PB-20-000850

ESTATE OF	§	**IN THE PROBATE COURT**
	§	
JANELLE HADSELL,	§	**NO. 1 OF**
	§	
DECEASED	§	**TRAVIS COUNTY, TEXAS**

PROOF OF DEATH AND OTHER FACTS

On this day, Sheila Lynn Webb ("Affiant") personally appeared in open court, and after being duly sworn, deposed and said:

1. My name is Sheila Lynn Webb and I am the daughter of Janelle Hadsell. Janelle Hadsell ("Decedent") died on January 24, 2020 at the Windchime Assisted Living Facility, 216 Covenant Lane, Kingsland, Llano County, Texas, 78639 at the age of 92 years. Four years have not elapsed since the date of Decedent's death.

2. Although Decedent died in Llano Country, the Decedent was domiciled and had a fixed place of residence in Austin, Travis County, Texas at the date of death.

3. The document dated November 5, 2009, now shown to me and which purports to be Decedent's Will, was never revoked so far as I know.

4. A necessity exists for the administration of this Estate because the Decedent owned assets that require administration.

5. After the date of the Will, no children were born to or adopted by Decedent.

6. After the date of this Will no marriage of Decedent was ever dissolved.

7. The State of Texas, a governmental agency of the State of Texas, or a charitable organization are not named by Decedent's Will as a Devisee.

8. Decedent's Will named Rebecca Ann Hadsell and Sheila Lynn Webb, the Applicants herein, as Independent Co-Executors to serve without bond, and they are duly qualified and not disqualified by law from accepting Letters Testamentary or from serving as executors of this estate and are entitled to such letters.

C-1-PB-20-000850

SIGNED this 30th day of July, 2020.

Sheila Lynn Webb

Sheila Lynn Webb, Affiant

SUSCRIBED AND SWORN TO BEFORE ME by Sheila Lynn Webb this 30th day of July, 2020, to certify which witness my hand and seal of office.

BRENDA COLLIS
My Notary ID # 8288523
Expires April 15, 2021

Brenda Collis

Notary Public in and for the State of Texas

STATE OF TEXAS
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
Jan 28 2020

STATE OF TEXAS **CERTIFICATE OF DEATH** **STATE FILE NUMBER** 142-20-011177

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last): JANELLE HADSELL
(Before Marriage): RAPE
2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy): JANUARY 24, 2020
3. SEX: FEMALE
4. DATE OF BIRTH (mm-dd-yyyy): MARCH 22, 1927
5. AGE-Last Birthday (Years): 92
IF UNDER 1 YR: Mo / Days — IF UNDER 1 DAY: Hours / Min
6. BIRTHPLACE (City & State or Foreign Country): MINEOLA, TX
7. SOCIAL SECURITY NUMBER: 457-38-9673
8. MARITAL STATUS AT TIME OF DEATH: ☐ Married ☒ Widowed (but not remarried) ☐ Divorced (but not remarried) ☐ Never Married ☐ Unknown
9. SURVIVING SPOUSE'S NAME (If spouse, give name prior to first marriage)
10a. RESIDENCE STREET ADDRESS: 1604 REDD ST
10b. APT. NO.
10c. CITY OR TOWN: AUSTIN
10d. COUNTY: TRAVIS
10e. STATE: TEXAS
10f. ZIP CODE: 78745
10g. INSIDE CITY LIMITS? ☒ Yes ☐ No
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE: GRADY RAPE
12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE: ETNA HORTON
13. PLACE OF DEATH (CHECK ONLY ONE)
IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA
IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☒ Nursing Home ☐ Decedent's Home ☐ Other (Specify)
14. COUNTY OF DEATH: LLANO
15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO): KINGSLAND, 78639
16. FACILITY NAME (If not institution, give street address): WINDCHIME
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED: SHEILA WEBB - DAUGHTER
18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code): 304 BRIDGEPOINT DRIVE, KINGSLAND, TX 78639
19. METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Mausoleum ☐ Other (Specify)
20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH: ELIJAH M. HEATLEY,BY ELECTRONIC SIGNATURE - 116789
21. ☒ Unknown — Section / Block / Lot / Space
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place): PUTNAM CREMATORY
23. LOCATION (City/Town, and State): KINGSLAND, TX
24. NAME OF FUNERAL FACILITY: PUTNAM FUNERAL HOME, LLC
25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code): 145 TEXAS AVE., KINGSLAND, TX 78639
26. CERTIFIER (Check only one)
☒ Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.
☐ Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.
27. SIGNATURE OF CERTIFIER: ALAN LEIFESTE , BY ELECTRONIC SIGNATURE
28. DATE CERTIFIED (mm-dd-yyyy): JANUARY 27, 2020
29. LICENSE NUMBER: M0791
30. TIME OF DEATH (Actual or presumed): 03:24 PM
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code): ALAN LEIFESTE 525 RANCH ROAD 2900, KINGSLAND, TX 78639
32. TITLE OF CERTIFIER: MD

CAUSE OF DEATH

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

		Approximate interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death) ——>	a. SENILE DEGENERATION OF BRAIN	MONTHS
	Due to (or as a consequence of)	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b.	
	Due to (or as a consequence of)	
	c.	
	Due to (or as a consequence of)	
	d.	

PART 2. ENTER OTHER CAUSE GIVEN IN PART I. SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING
34. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☐ No
36. MANNER OF DEATH: ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined
37. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☒ No ☐ Previously ☐ Probably ☐ Unknown
38. IF FEMALE: ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to one year before death ☐ Unknown if pregnant within the past year
39. IF TRANSPORTATION INJURY, SPECIFY: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)
40a. DATE OF INJURY (mm-dd-yyyy)
40b. TIME OF INJURY
40c. INJURY AT WORK? ☐ Yes ☐ No
40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
40e. LOCATION (Street and Number, City, State, Zip Code)
40f. COUNTY OF INJURY
41. DESCRIBE HOW INJURY OCCURRED
42a. REGISTRAR FILE NO.
42b. DATE RECEIVED BY LOCAL REGISTRAR
42c. REGISTRAR

JON

VS-112 REV 1/2006

EDR NUMBER 00004444647864

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to $10,000. (Health and Safety Code, Sec. 193, 1995)

QA159505 82

This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Jan 30 2020

TARA DAS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

THE STATE OF TEXAS

DEPARTMENT OF STATE HEALTH SERVICES — STATE OF TEXAS — VITAL STATISTICS

Item # 7

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

#76546 76546

That we, Ardmore D. Dees and wife, Iris S. Dees, of the County of Hays and State of Texas, for the consideration hereinafter shown as paid and secured to be paid by Jack Hadsell and wife, Janelle R. Hadsell, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Jack Hadsell and Janelle R. Hadsell of the County of TRAVIS and State of Texas, subject to the hereinafter mentioned taxes, liens and mineral reservation, all of that certain parcel of land situated in Hays County, Texas, being 24.033 acres of land, same being out of and a part of the D. Downer Survey No. 22 and the A. Brichta Survey in Hays County, Texas; said 24.033 acres of land being more particularly described by metes and bounds as follows:

> BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;
>
> THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;
>
> THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;
>
> THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;
>
> THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;
>
> THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

This conveyance is made subject to that undivided one sixteenth (1/16th) mineral estate reserved by the Federal Land Bank of Houston in that deed from said Bank to Mrs. C. C. Young, dated September 16, 1938, and recorded in Volume 123, pages 128-131, Hays County Deed Records.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors

and administrators, to warrant and forever defend, all and singular the said premises unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned mineral reservation and the hereinafter described taxes and liens.

The consideration for this conveyance is as follows:

1. The assumption on the part of the said Jack Hadsell and Janelle R. Hadsell, effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby.

2. The sum of Ten Dollars ($10.00) cash to us in hand paid by the said Jack Hadsell and Janelle R. Hadsell, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, express or implied, is retained.

3. The execution and delivery to the said Ardmore D. Dees by the said Jack Hadsell and Janelle R. Hadsell of their one certain promissory note dated of even date herewith, for the sum of Eight Thousand and No/100 Dollars ($8,000.00) and payable to the said Ardmore D. Dees, or order, with interest and in installments as in said note provided. Said note is here referred to and made a part hereof for all pertinent purposes.

The vendor's lien is retained against the above described premises and improvements for the security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. Said note is further secured by a deed of trust of even date herewith from the maker of said note to Henry C. Kyle, Trustee, conveying said premises for the use and benefit of the holder of said note. Said deed of trust is here referred to for all pertinent purposes.

Witness our hands this the 1st day of May, 1972.

Ardmore D. Dees

Ardmore D. Dees

Iris S. Dees

Iris S. Dees

STATE OF TEXAS X
X
COUNTY OF HAYS X

BEFORE ME, the undersigned authority, on this day personally

appeared Ardmore D. Dees and Iris S. Dees, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 1972.

Albert R. Walker
Notary Public, Hays County, Texas.

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 3rd day of May A.D., 1972 at 3:20 o'clock P M., and duly recorded on the 4th day of May A.D., 1972 at 10:20 o'clock A M., in the Deed Records of said County in Book Number 250 Pages 149-152 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By _____ Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

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.

QUITCLAIM DEED

Bk	Vol	Pg
10028678 OPR	3988	777

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Grantor: HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address: 111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee: Jack Hadsell

Grantee's Mailing Address: 2702 Jefferson
Austin, Texas 78703

Property: That certain real property situated in Hays County, Texas, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes.

By operation of law, the sufficiency of which is hereby acknowledged, and as authorized pursuant to that certain Resolution to Abandon, adopted by the Hays County Commissioners Court, dated May 12, 2010 and numbered 26129, a copy of which is attached hereto as **Exhibit "B"**, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 12th day of October, 2010.

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____
Elizabeth "Liz" Sumter
Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October 12th, 2010 by Elizabeth "Liz" Sumter as County Judge of Hays County.

Jimmie Robinson
Notary Public, State of Texas

JIMMIE L. ROBINSON
MY COMMISSION EXPIRES
May 29, 2011

EXHIBIT "A"

Bk Vol Pg
90012572 OPR 3651 873

Bk Vol Pg
10028678 OPR 3988 778

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. **N 32°57'08" E 14.90 feet** to a ½" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27′53″, radius = 498.37 feet, arc = 256.29 feet, and a chord which bears N 79°37′27″ E 253.48 feet** to a ½″ iron rod set for the north corner of this description, and

3. **S 32°36′07″ E 96.57 feet** to a ½″ iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8″ iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears N 27°05′51″ E 210.44 feet;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05′51″ W 114.74 feet** to a ½″ iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01′00″ W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING.**

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. # 5307

STATE OF TEXAS
REGISTERED
KYLE SMITH
5307
PROFESSIONAL
LAND SURVEYOR

Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
FND0.62

	Bk	Vol	Pg
90012572	OPR	3651	876

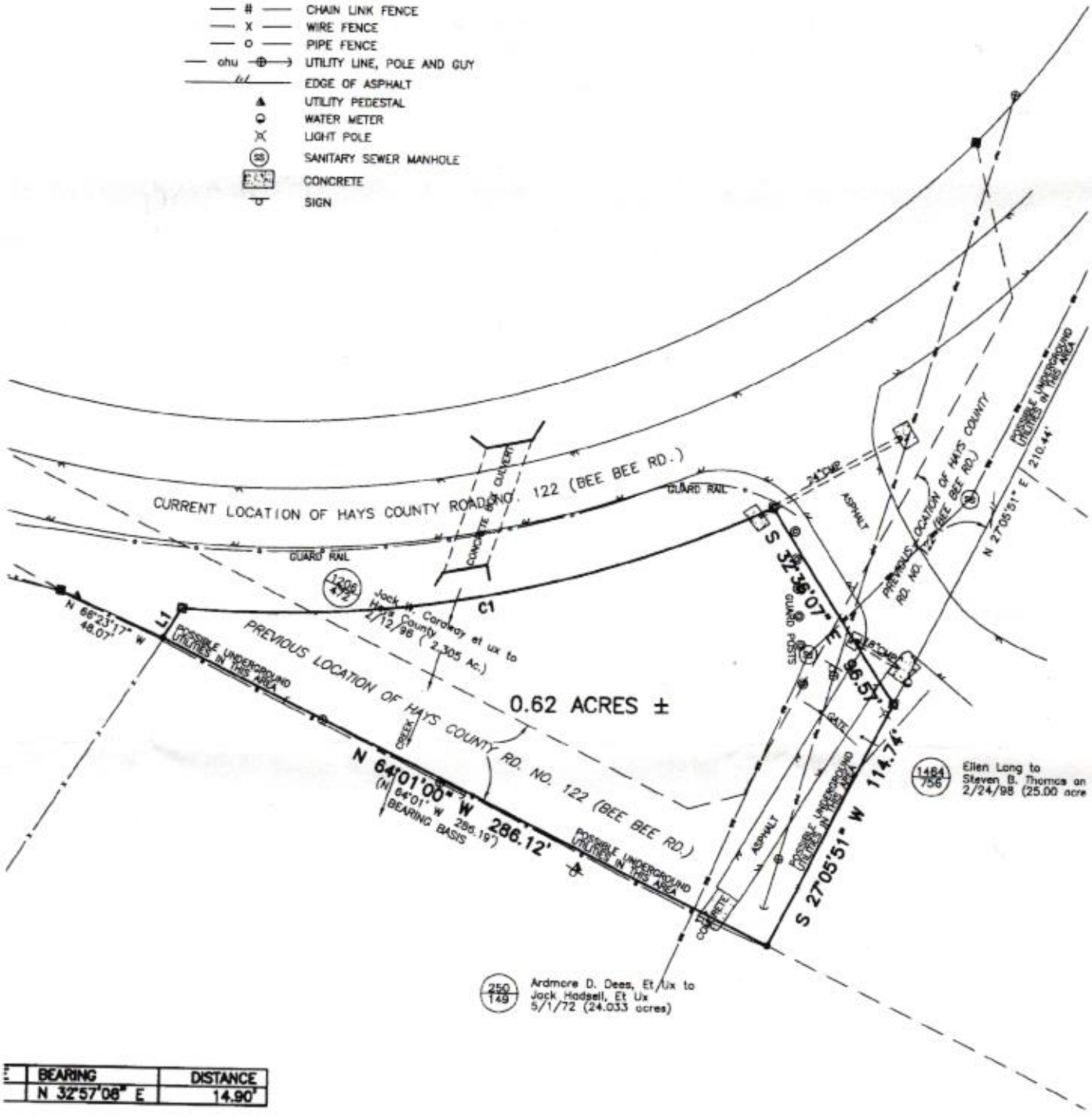
ORIGINAL

1" =

	Bk	Vol	Pg	
10028678	OPR	3988	781	A

LEGEND

- VOL/PG — HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- o — PIPE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- EDGE OF ASPHALT
- UTILITY PEDESTAL
- WATER METER
- LIGHT POLE
- SS — SANITARY SEWER MANHOLE
- CONCRETE
- SIGN



	BEARING	DISTANCE
	N 32°57'08" E	14.90'

RVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'

Item # 7

EXHIBIT

"B"

Bk	Vol	Pg
10028678 OPR	3988	784 B

Bk	Vol	Pg
10021253 OPR	3928	58

CERTIFIED COPY OF HAYS COUNTY COMMISSIONERS' COURT MINUTES

****

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE **12TH DAY OF MAY A.D., 2010**, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
JEFFERSON W. BARTON	**COMMISSIONER, PCT. 2**
WILL CONLEY	**COMMISSIONER, PCT. 3**
KAREN FORD	**COMMISSIONER, PCT. 4**
LINDA C. FRITSCHE	**COUNTY CLERK**

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

26129 **CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS** [T1-1821]

RPTP Director Jerry Borcherding advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye". MOTION PASSED**

THE STATE OF TEXAS
COUNTY OF HAYS

I, Linda C. Fritsche, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Hays County, Texas, do hereby certify that the following contains a true and correct copy of the minutes of **MAY 12, 2010** under Resolution #26129 in the Commissioners' Court Minutes of Hays County, Texas:

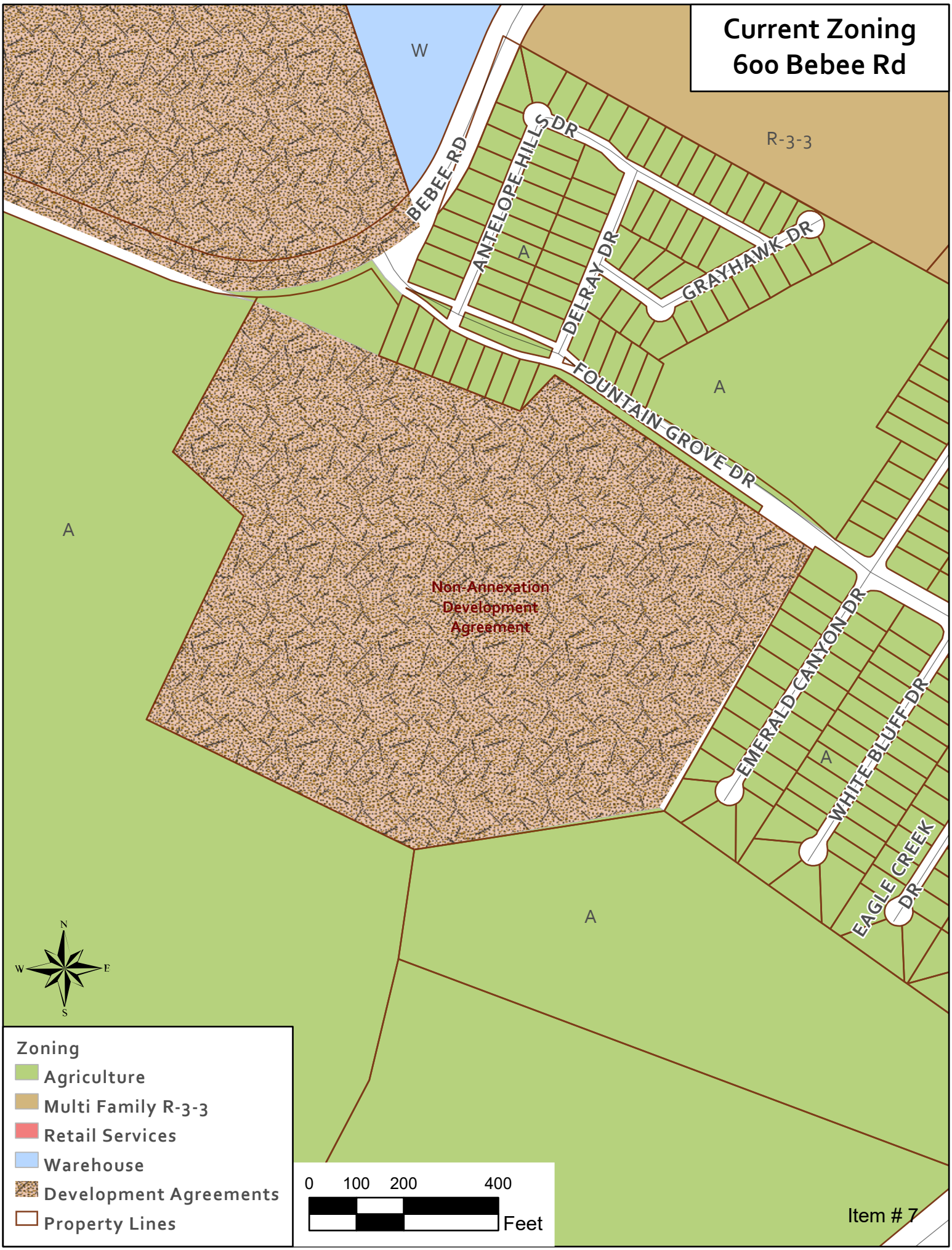
Given under my hand and seal of office at San Marcos, Texas this the **16TH** day of **JULY, 2010.**

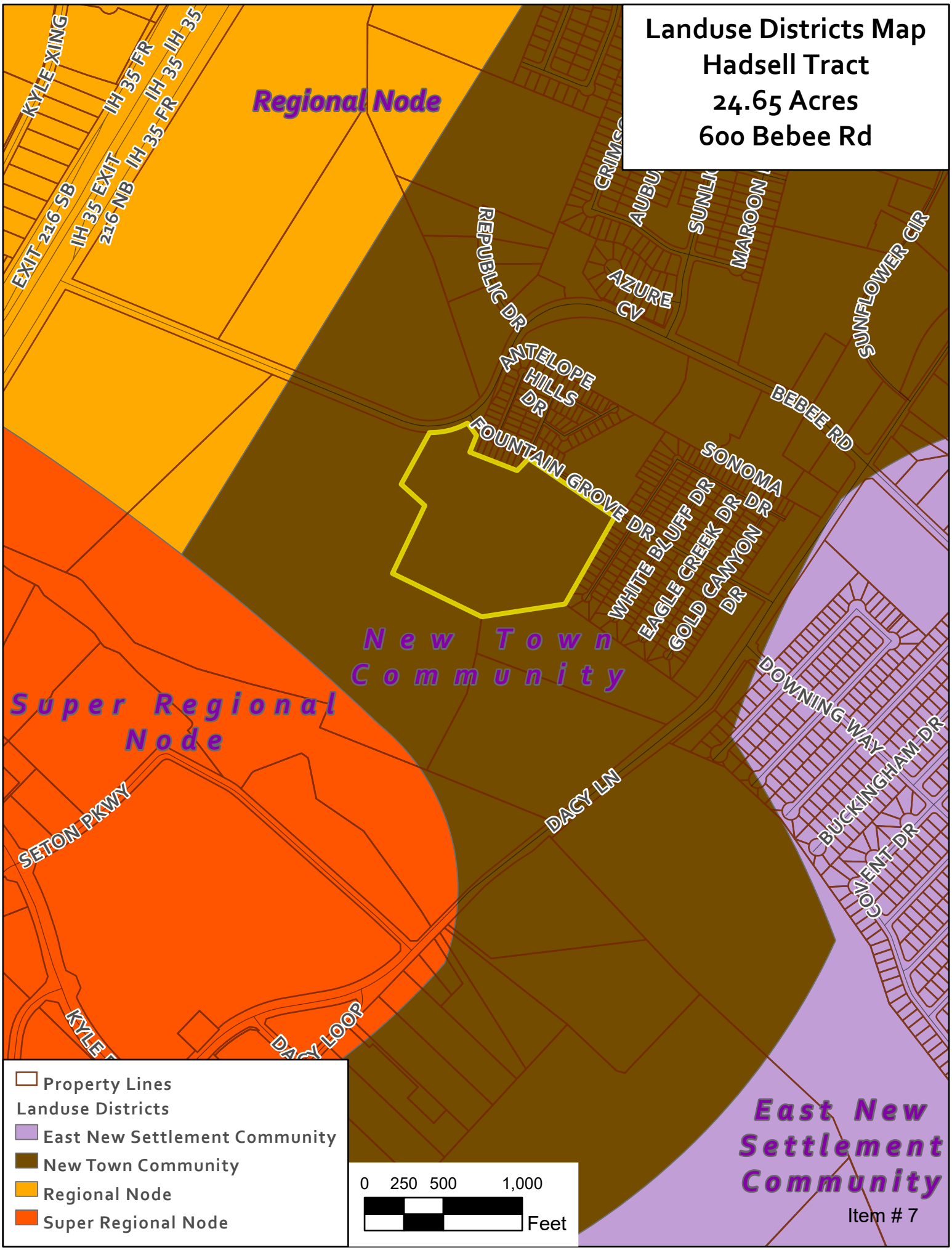
LINDA C. FRITSCHE, COUNTY CLERK AND EXOFFICIO CLERK OF THE HAYS COUNTY COMMISSIONERS' COURT

BY _____ **DEPUTY**

Clerk's Note: Property Owner – Jack Hadsell, 2702 Jefferson St. Austin, TX 78703


Property Location
Hadsell Tract
600 Bebee Rd
REPUBLIC DR
MAUVE LN
AUBURN ST
SUNLIGHT BLVD
MAROON LN
CERISE WAY
AZURE CV
BEBEE RD
ANTELOPE HILLS DR
DELRAY DR
GRAYHAWK DR
FOUNTAIN GROVE DR
24.65 Acres
EMERALD CANYON DR
SONOMA DR
WHITE BLUFF DR
EAGLE CREEK DR
GOLD CANYON DR
DOWNING WAY
HOLLIS LN
KEMAH DR
DACY LN
SETON PKWY
N
W
E
S
0
250
500
1,000
Feet
Property Lines
Item # 7


Current Zoning
600 Bebee Rd
W
R-3-3
BEBEE RD
ANTELOPE HILLS DR
DELRAY DR
GRAYHAWK DR
FOUNTAIN GROVE DR
A
A
A
A
A
Non-Annexation
Development
Agreement
EMERALD CANYON DR
WHITE BLUFF DR
EAGLE CREEK
DR
N
W
E
S
Zoning
Agriculture
Multi Family R-3-3
Retail Services
Warehouse
Development Agreements
Property Lines
0
100
200
400
Feet
Item # 7


Landuse Districts Map
Hadsell Tract
24.65 Acres
600 Bebee Rd
Regional Node
Super Regional Node
New Town Community
East New Settlement Community
KYLE XING
IH 35 FR
IH 35 IH 35
IH 35 FR
EXIT 216 SB
IH 35 EXIT
216 NB IH 35
REPUBLIC DR
AZURE CV
MAROON
SUNFLOWER CIR
ANTELOPE HILLS DR
FOUNTAIN GROVE DR
BEBEE RD
SONOMA DR
WHITE BLUFF DR
EAGLE CREEK DR
GOLD CANYON DR
DOWNING WAY
BUCKINGHAM DR
COVENT DR
DACY LN
SETON PKWY
DACY LOOP
Property Lines
Landuse Districts
East New Settlement Community
New Town Community
Regional Node
Super Regional Node
0 250 500 1,000
Feet

Item # 7

Landuse Districts

with Adopted May 2017 Amendments

Landuse Districts

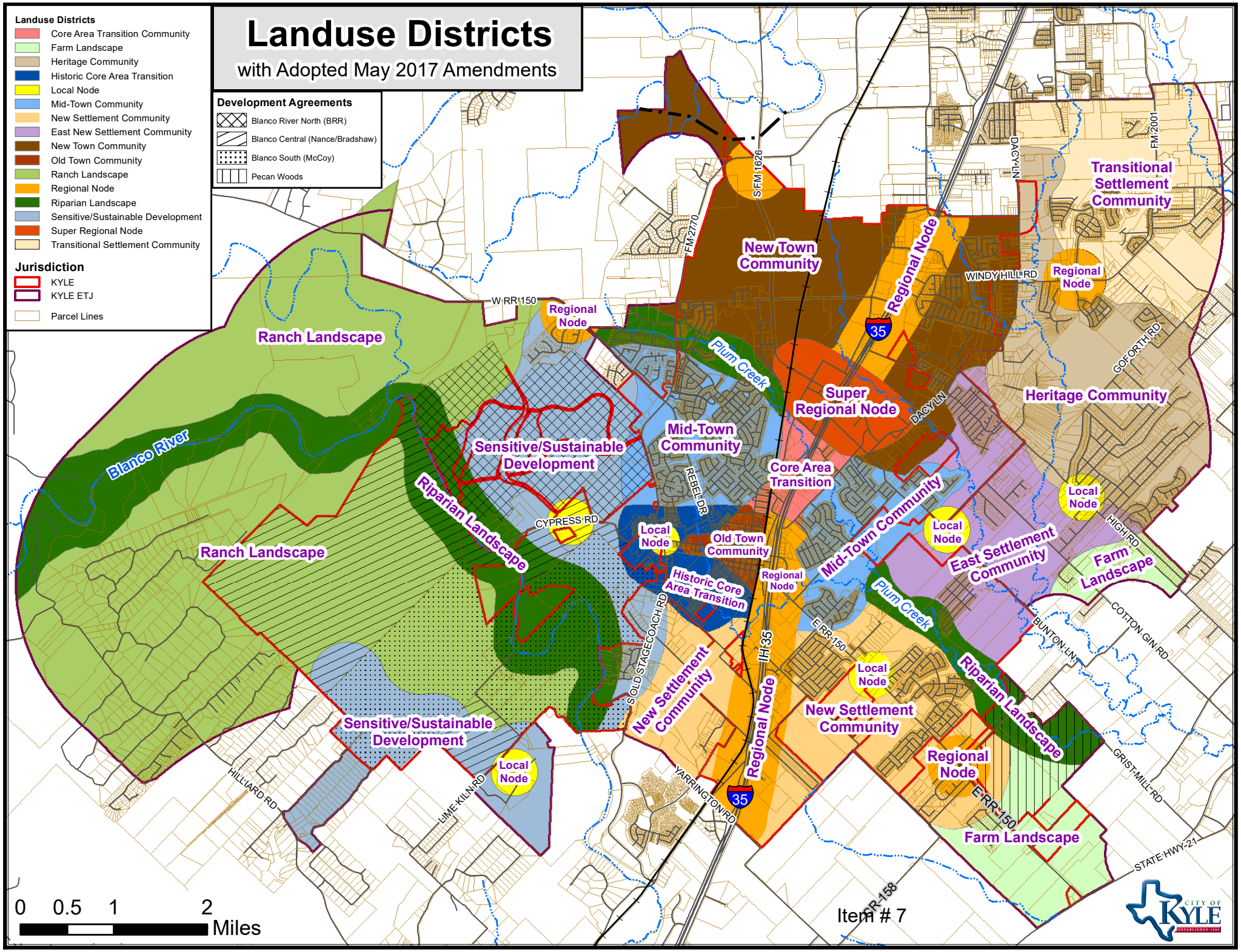
- Core Area Transition Community
- Farm Landscape
- Heritage Community
- Historic Core Area Transition
- Local Node
- Mid-Town Community
- New Settlement Community
- East New Settlement Community
- New Town Community
- Old Town Community
- Ranch Landscape
- Regional Node
- Riparian Landscape
- Sensitive/Sustainable Development
- Super Regional Node
- Transitional Settlement Community

Jurisdiction

- KYLE
- KYLE ETJ
- Parcel Lines

Development Agreements

- Blanco River North (BRR)
- Blanco Central (Nance/Bradshaw)
- Blanco South (McCoy)
- Pecan Woods



CITY OF KYLE, TEXAS

FM 812, LLC JD's Market (Z-21-0076)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: The Planning and Zoning Commission of the City of Kyle, Texas, will hold two public hearings for the purpose of receiving testimony, comments, and written evidence from the public regarding a Comprehensive Plan Future Land Use Map amendment to reclassify approximately 20 acres of land from 'Farm District' to 'Regional Node District' and the remaining approximately 87 acres of land from 'Farm District' to the 'New Settlement District' for property located at the north corner of the intersection at SH-21 and E FM 150. (FM 812, LLC - JD's Market)

- Public Hearing (First of Two Public Hearings)

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

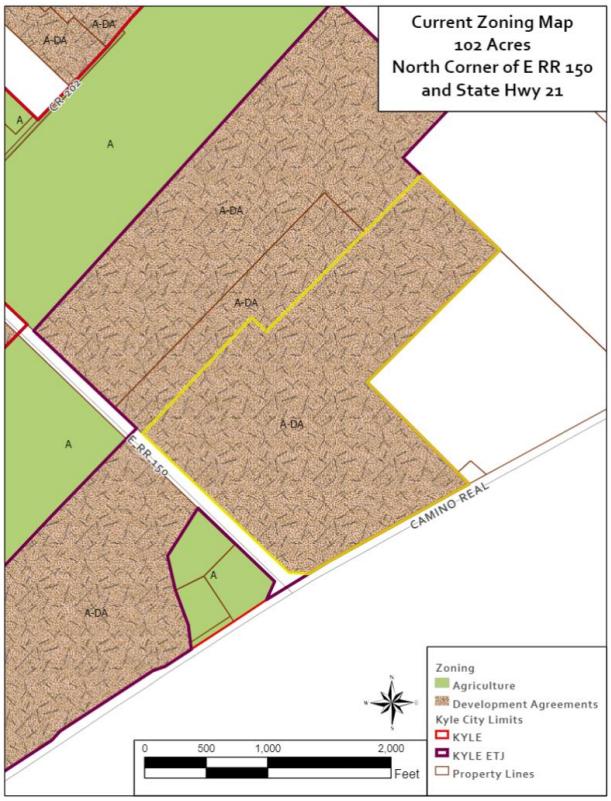
ATTACHMENTS:

Description
Staff Memo
Summary Letter
Landowner Authorization Letter
Franchise Tax Account Status
Deed
Development Agreement/Resolution
Project Location Map
Current Zoning Map
Existing Land Use District Map
Proposed Land Use District Map

Petition No. Z-21-0076

Property Location	**North Corner of SH-21 & E FM 150 (R14930 & R14931)**
Owner	**FM RD 812 LLC** **Mohammed Ahmad, President** **1900 E. Anderson Lane, Ste. 130** **Austin, TX 78752**
Agent	**Stephen Jameson, P.E.** **Jameson Civil Engineering, LLC** **13812 Research Blvd, Ste. B-2** **Austin, TX 78750**
Request	**Comprehensive Plan Future Land Use Map Amendment: Add 102-Acres in the 'Farm Landscape' to 'Regional Node' and 'New Settlement District'**

Vicinity Map



Current Zoning

This site is outside the city limits of Kyle (Extra-Territorial Jurisdiction) and has a non-annexation development agreement. No zoning is assigned.

<u>Conditions of the Comprehensive Plan Ordinance</u>

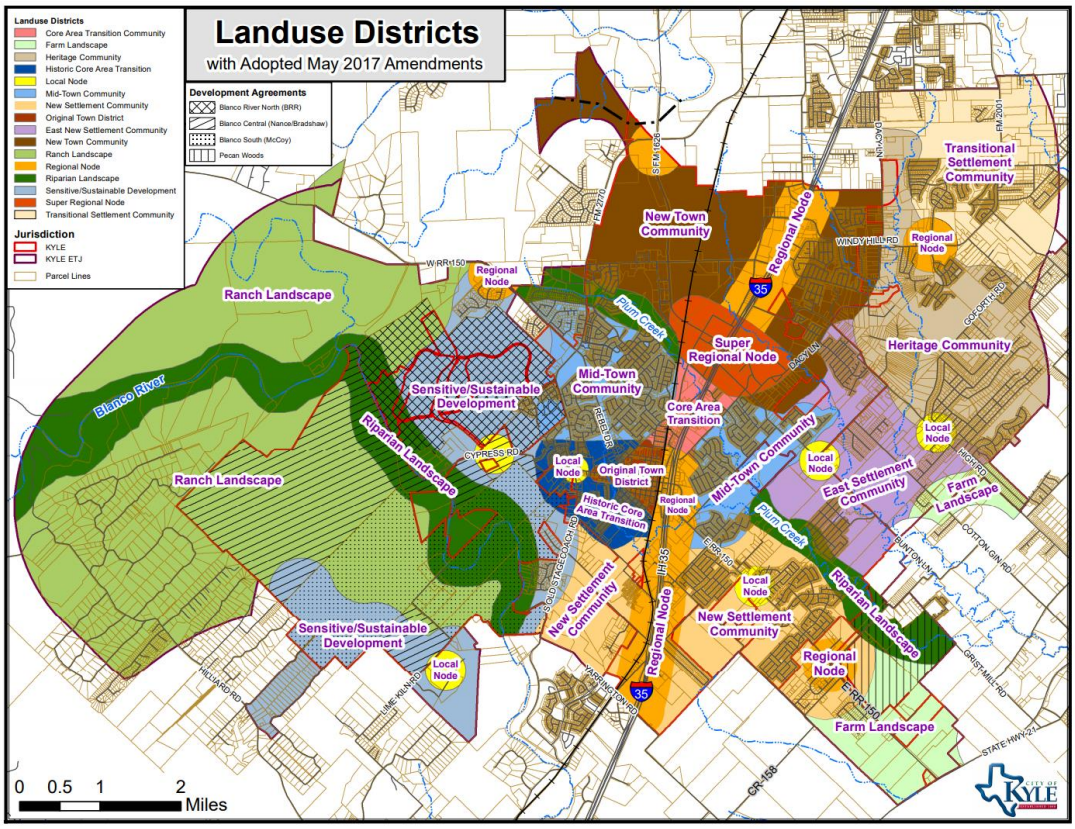
Sec. 10.03. - Comprehensive Plan Adoption and Amendment.

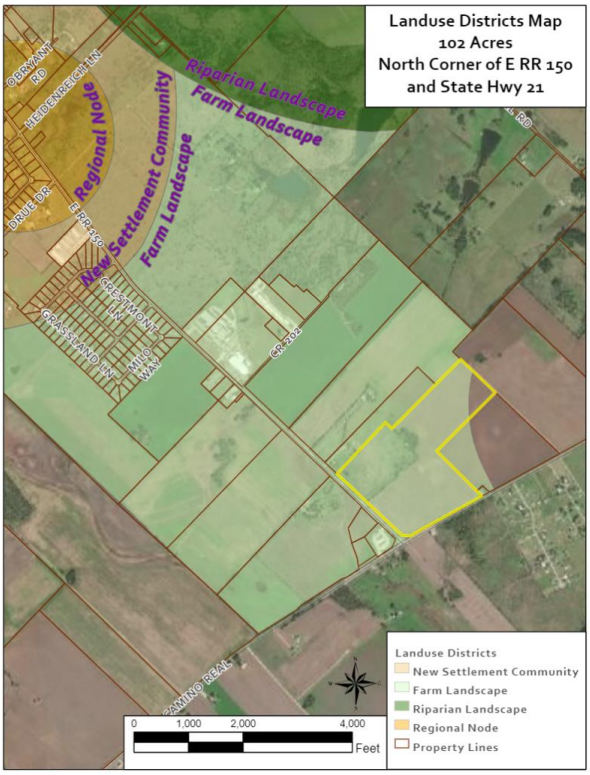
The comprehensive plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning commission and the council. A draft of the comprehensive plan shall be submitted to the planning commission which shall hold a minimum of two public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning commission shall then forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the planning commission's and the city manager's recommendations thereon. If the proposed comprehensive plan has not been adopted within

two years from the effective date of this charter, the proposed plan as it then exists will automatically become the City's comprehensive plan.

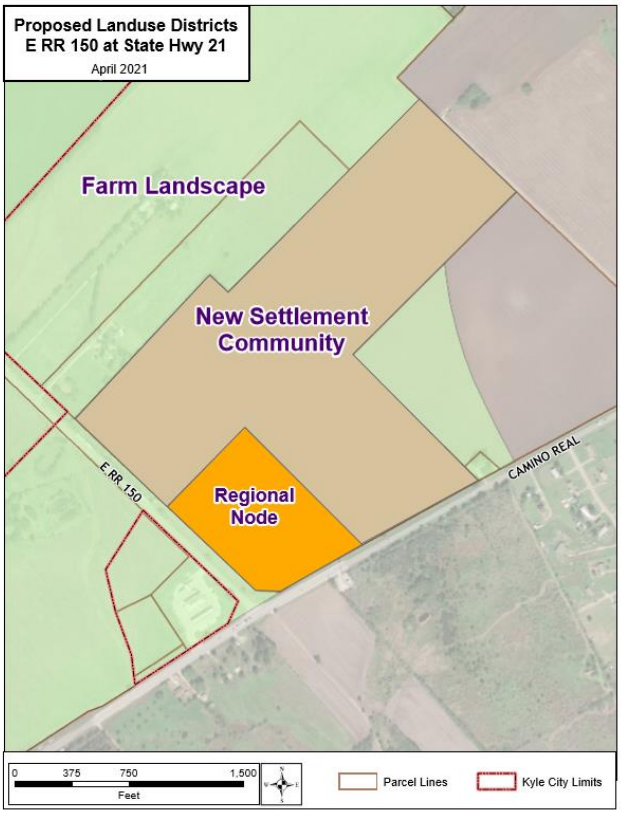
The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or any element or portion thereof, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety (90) days following its submission. If such plan or element or portion thereof is not adopted by the council, the council shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

Upon the adoption of a comprehensive plan or element or portion thereof by the council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted, except to the extent, if any, as provided by law. For purposes of clarity, consistency and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the alteration, development and use of land may be combined in their totality in a single ordinance or code.





Existing Landuse District



Proposed Landuse Districts

Comprehensive Plan Text

The subject site is located in the 'Farm Landscape' district. Most commercial and residential is not considered in this district.

<u>Farm Landscape</u>

Recommended: A, UE
Conditional: R-1-1, NC

Proposed Amendment

<u>Regional Node</u>

Recommended: R-1-C, R-3-2, R-3-3, CC, NC, **RS**, MXD

Conditional: CBD-1, CBD-2, E, HS, R-3-1, O/I

<u>New Settlement Community</u>

Recommended: O/I

Conditional: E, R-1-A, **R-1-1, R-1-2**, R-1-3, R-1-C, R-1-T, R-2, T/U, UE, NC, CC, MXD, RS, W

Regional Node

'Character': Regional Nodes should have regional scale retail and commercial activity complimented by regional scale residential uses. These Nodes should represent the character and identity of Kyle, and signal these traits to the surrounding community. Regional Bodes have a radius of approximately 1/3 of a mile so that they are walkable, but are able to contain a greater range of uses at a larger scale than those found in Local Nodes. Appropriate uses may include grocery stores, retail shopping centers, multi-family housing, and municipal services, such as libraries and recreation centers. Regional Nodes are scaled and designed as activity centers where users not only secure goods and services, but also congregate and remain for extended periods, unlike Local Nodes which are designed around quick turnaround convenience retail. The Regional Nodes located along I-35 at the northern and southern boundaries of Kyle should be designed as entryways into Kyle with elements that are symbolic of Kyle and serve to attract I-35 travelers into Kyle. Transitions between Regional Nodes and surrounding districts must be carefully constructed to avoid abrupt shifts in land uses. Trails and sidewalks should be present throughout all Regional Nodes and should connect to surrounding neighborhoods.

'Intent': The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle's tax gap. To achieve this goal, these Nodes should draw down upon anticipated regional growth and aggregate density to enhance value and activity levels in a concentrated and visible location. Regional Nodes should provide a mixture of uses that compliments regional commercial activity, as well as encourage high density residential development. These Nodes should respond to other regional areas of growth, specifically along I-35 and FM 1626, and to grow toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

New Settlement Community District

'Character': The New Settlement District is comprised primarily of farm fields, and new residential developments that are being carved out of former farm fields in an area that stretches across the city's southern-most region, from Old Stagecoach Road on the west, across I-35 to the east, to the western border of the Plum Creek Riparian Landscape. The character of the district is as diverse as the district is expansive, as the New Settlement District spans the largest portion of the southern region of Kyle. For this reason, owing to such a diverse cross-section of Kyle's landscape, the character of the district is defined more by the function of the streets and neighborhoods that serve any particular block being examined, and less by the multiple landforms characteristic of the region as a whole. Northwest to southeast roadway pattens are strong, while northeast to southwest connections are lacking. Traditional residential enclaves

predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Some landscapes are bisected by I-35, others are permeated by feeder creeks and tributaries which should require heightened standards for physical development going forward. The region is dominated by legacy agricultural lands which feature old growth stands of trees and sparse one-family residences. However, there are areas experiencing significant development pressures to fulfill the current need for single family residential, and with few barriers to development, the region is growing in popularity for new housing, held back in the western region by the large portion of the district being under-served by public waste water utilities. Private and public spaces are clearly separate, with the public domain defined by shared neighborhood amenities and private domain defined by privatized landscapes. Acreage tracts abound in the Districts, some of which are uniquely suited for high turnover, high density retail and service uses by their location close to available roadways and wet utilities. Other properties are not yet ripe for development for their location along under-performing roadways, or from being so far removed from sewer and/or sufficient water supply. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape removed from the interstate corridor should evoke the agricultural heritage of the District. Physical and visual portioning and division of land should be avoided where possible in this district.

'Intent': The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The city of Kyle should seek to capitalize on this "developability", while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the District. The unique water features, such as creekways and detention/retention facilities, in the New Settlement District should be utilized as form-giving elements and corridors for connections. Future development will occur along the roadways best suited for access, and in the best proximity to the emerging water and waste water infrastructure expansion planned for in the city's capital improvement plan. Use patterns should be established that compliment residential development and facilitate beneficial land use transitions. In this way, the New Settlement District should serve as a transition between the higher intensity of use within the core Districts and the low intensity of use of the Farm District.

Analysis

Kyle has observed greater development pressure for land in the vicinity of the intersection of State Highway 21 (SH-21) and E. FM 150. There are a variety of factors that create this interest, from the general expansion of Kyle's sphere if influence, to the increase in real estate being added to the sales market, to the plans for utility infrastructure installations in and around the area.

Recently, County Line Special Utility District received approval from the State of Texas to begin planning wastewater service, within its service area. They plan to construct a wastewater

processing plant within the vicinity of- and southeast of the intersection of SH-21 and E FM 150. In addition, they have plans to construct wastewater lines within their service area.

Additionally, within the last two (2) years, representatives of FM RD 812, LLC (JD's Supermarkets) held meetings with staff to help determine feasibility of the parcel associated with this amendment request. Since then, they have purchased the site. Currently the site is undeveloped and under a Chapter 43 non-annexation agreement. The site is within the City's ETJ and will not be annexed unless the owners submit a request for a development permit. Additionally, the site must keep its agriculture exemption to remain in the ETJ.

The comprehensive plan currently shows the area within the Farm District. This district is primarily made up of agricultural operations and large lot single family residential (.5-acre – 1-acre lots). Small scale retail is allowed as well (Neighborhood Commercial zoning district). The overarching reason the intensity of development is so low, is due to the lack of wastewater infrastructure. However, as previously stated, County Line SUD is assembling plans to create this infrastructure. Additionally, SH-21 provides a secondary gateway into Kyle, and itself is a high-classification route that intersects IH-35.

The request to amend the comprehensive plan is specifically for the associated property. The property owners have requested that approximately 20-acres closest to the intersection be placed within the 'Regional Node', and the remaining acreage be within the 'New Settlement District'.

The Regional Node is high intensity of use and density. This is appropriate for uses on major intersections and those with existing/future sufficient water and wastewater availability. The New Settlement District is currently directly adjacent and northwest of the Farm Landscape. This request will add to the New Settlement District and allow the remaining acreage to pursue more residential land development within the associated land use district (primarily single family residential).

In light of future wastewater availability, at this high traffic intersection (large volumes of vehicle traffic), staff agrees that amending the comprehensive plan per this request is appropriate.

Recommendation

In conclusion, staff supports the request, and further recommends the Planning & Zoning Commission support the comprehensive plan future land use map amendment.

Attachments

- Request Letter
- Landowner Authorization Form
- Franchise Tax Account Status
- Deed
- Development Agreement
- Location Map
- Existing Zoning Map
- Existing Land Use Districts Map
- Proposed Land Use Districts Map

Jamison Civil Engineering LLC
TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE
Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

March 4, 2021

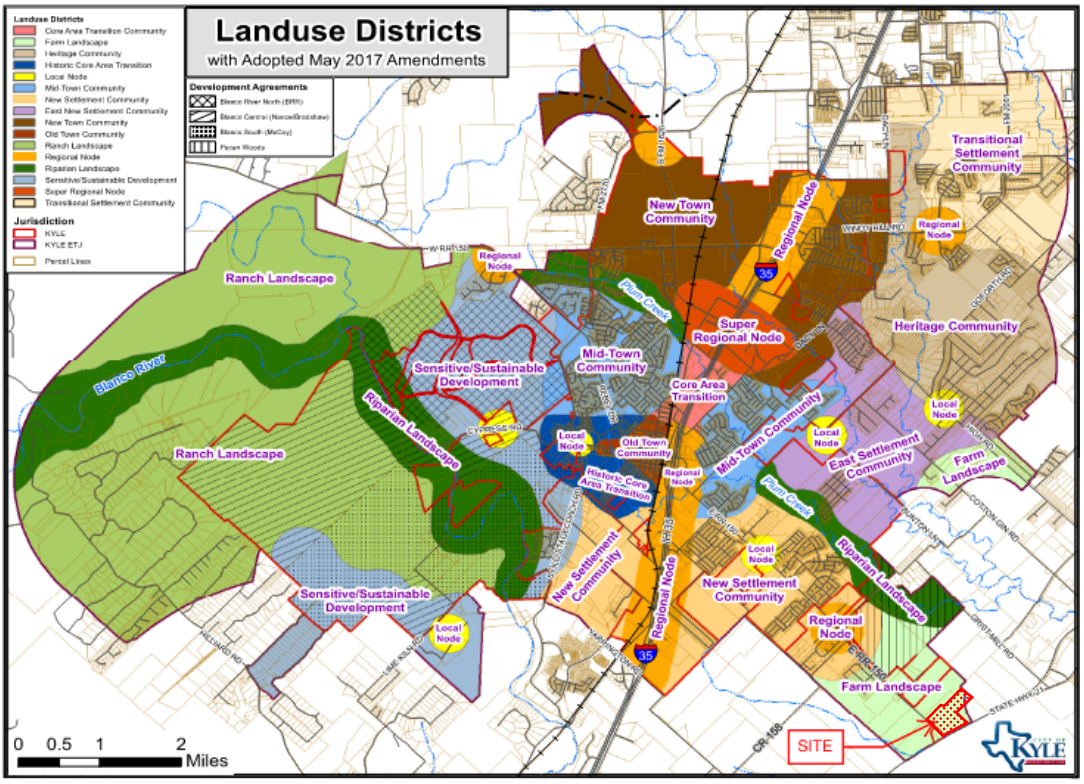
William Atkinson
City Planner - City of Kyle
100 W. Center Street
Kyle, Texas 78640

Re: JD's Supermarket Kyle Project
Proposed Comprehensive Plan Amendment
Request Summary Letter

The proposed JD's Supermarket Kyle project (the "tract" or "site"), is a 102.16-acre tract of land at the northeast corner of F.M. 150 and Hwy 21. Please see the map below for the location of this tract.

This tract is currently in the City of Kyle E.T.J. and Hays County. According to the City of Kyle's interactive Jurisdiction Map this tract has a Zoning Code of Development Agreement (Ordinance Date: 09/02/2013).

According to the Comprehensive Plan this area is in the Farm District Landscape:



Per the Comprehensive Plan for Farm District Landscape:

Application

The following chart displays existing zoning categories and their applicability to the Farm District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Recommended
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Not Recommended
Hospital Services	HS	Not Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Conditional
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Not Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Not Recommended
Apartments Residential	R-3-3	Not Recommended
Retail/Service	R/S	Not Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Recommended
Warehouse	W	Not Recommended

Zoning Category	Use Qualification
Neighborhood Commercial	Conditional

Proposed Uses:

For the +/- 15 to 20 acres directly adjacent to the intersection of F.M. 150 and Hwy 21, this project proposes a gas station / convenience store, a grocery store, retail space, oil change facility, self-service car wash bays with associated vacuum area and all associated grading, paving, water, wastewater, and drainage improvements.

For this portion of the project, we would request designation equivalent to a Regional Node or Super Regional Node designation. We are requesting a designation compatible with CBD-1, CBD-2 and R/S zoning districts.

Per the Comprehensive Plan for Regional Node:

APPLICATION

The following chart displays existing zoning categories and their applicability to the Regional Nodes.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	Conditional
Central Business District 2	CBD-2	Conditional
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Conditional
Hospital Services	HS	Conditional
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Not Recommended
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

Zoning Category	Use Qualifications
Neighborhood Commercial	Recommended
Community Commercial	Recommended
Mixed-Use	Recommended
Office/Institutional	Conditional

Per the Comprehensive Plan for Super Regional Node:

Application

The following chart displays existing zoning categories and their applicability to the Super Regional Nodes.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Not Recommended
Central Business District 1	CBD-1	Recommended
Central Business District 2	CBD-2	Recommended
Construction/Manufacturing	C/M	Not Recommended
Entertainment	E	Recommended
Hospital Services	HS	Recommended
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Not Recommended
Single-family Residential 2	R-1-2	Not Recommended
Single-family Attached	R-1-A	Not Recommended
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Not Recommended
Residential Two-family	R-2	Not Recommended
Multi-family Residential 1	R-3-1	Not Recommended
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Not Recommended
Urban Estate District	UE	Not Recommended
Warehouse	W	Not Recommended

Zoning Category	Use Qualifications
Mixed-Use	Recommended
Office/Institutional	Recommended

For the remaining +/- 82 to 87 acres, this project proposes mixture of residential, condo/townhome and multifamily/apartment uses.

For this portion of the project, we would request designation equivalent to a New Town District designation. We are requesting a designation compatible with R-1, R-2, R-3 and R/S zoning districts.

Per the Comprehensive Plan for New Town District:

APPLICATION

The following chart displays existing zoning categories and their applicability to the New Town District.

Zoning Category	Abbreviation	Use Qualification
Agricultural District	A	Conditional
Central Business District 1	CBD-1	Not Recommended
Central Business District 2	CBD-2	Not Recommended
Construction/Manufacturing	C/M	Conditional
Entertainment	E	Conditional
Hospital Services	HS	Conditional
Manufactured Home	M-1	Not Recommended
Manufactured Home Subdivision	M-2	Not Recommended
Manufactured Home Park	M-3	Not Recommended
Single-family Residential 1	R-1-1	Recommended
Single-family Residential 2	R-1-2	Recommended
Single-family Attached	R-1-A	Conditional
Residential Condominium	R-1-C	Recommended
Residential Townhouse	R-1-T	Recommended
Residential Two-family	R-2	Recommended
Multi-family Residential 1	R-3-1	Conditional
Multi-family Residential 2	R-3-2	Recommended
Apartments Residential	R-3-3	Recommended
Retail/Service	R/S	Recommended
Recreational Vehicle Park	RV	Not Recommended
Transportation/Utilities	T/U	Conditional
Urban Estate District	UE	Conditional
Warehouse	W	Conditional

Zoning Category	Use Qualification
R-1-3	Recommended
Community Commercial	Recommended
Neighborhood Commercial	Recommended
Mixed-Use	Recommended
Office/Institutional	Recommended

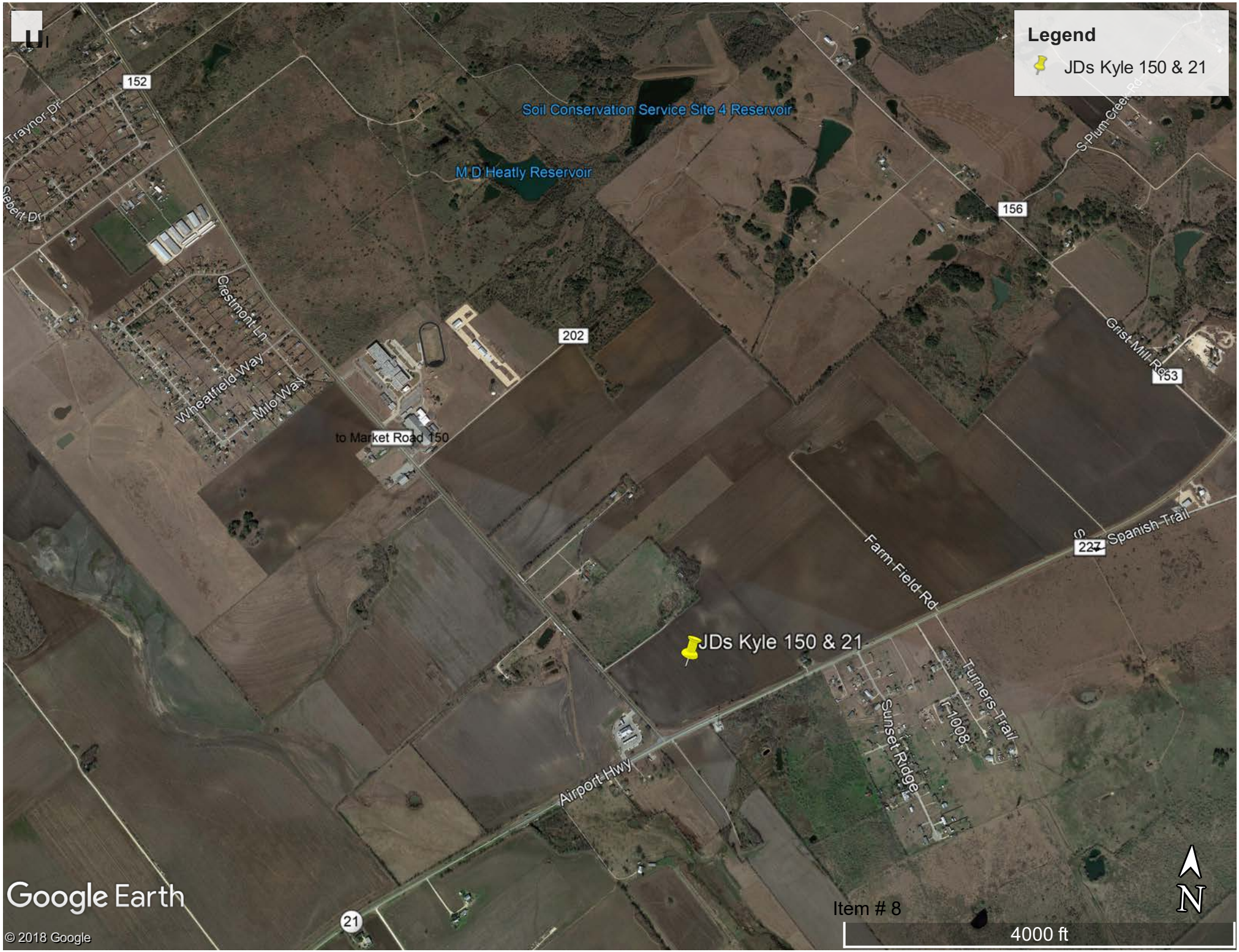
Justification:

We strongly feel with the abundance of existing and proposed residential developments in this area of Kyle, along with the connectivity of the two major roadways, (F.M. 150 & Hwy 21), this tract would be a great opportunity to provide closer/local commercial, retail, grocery, gas, oil change, etc. for the entire surrounding area, (without having to drive further into Kyle to satisfy the needs of the community).

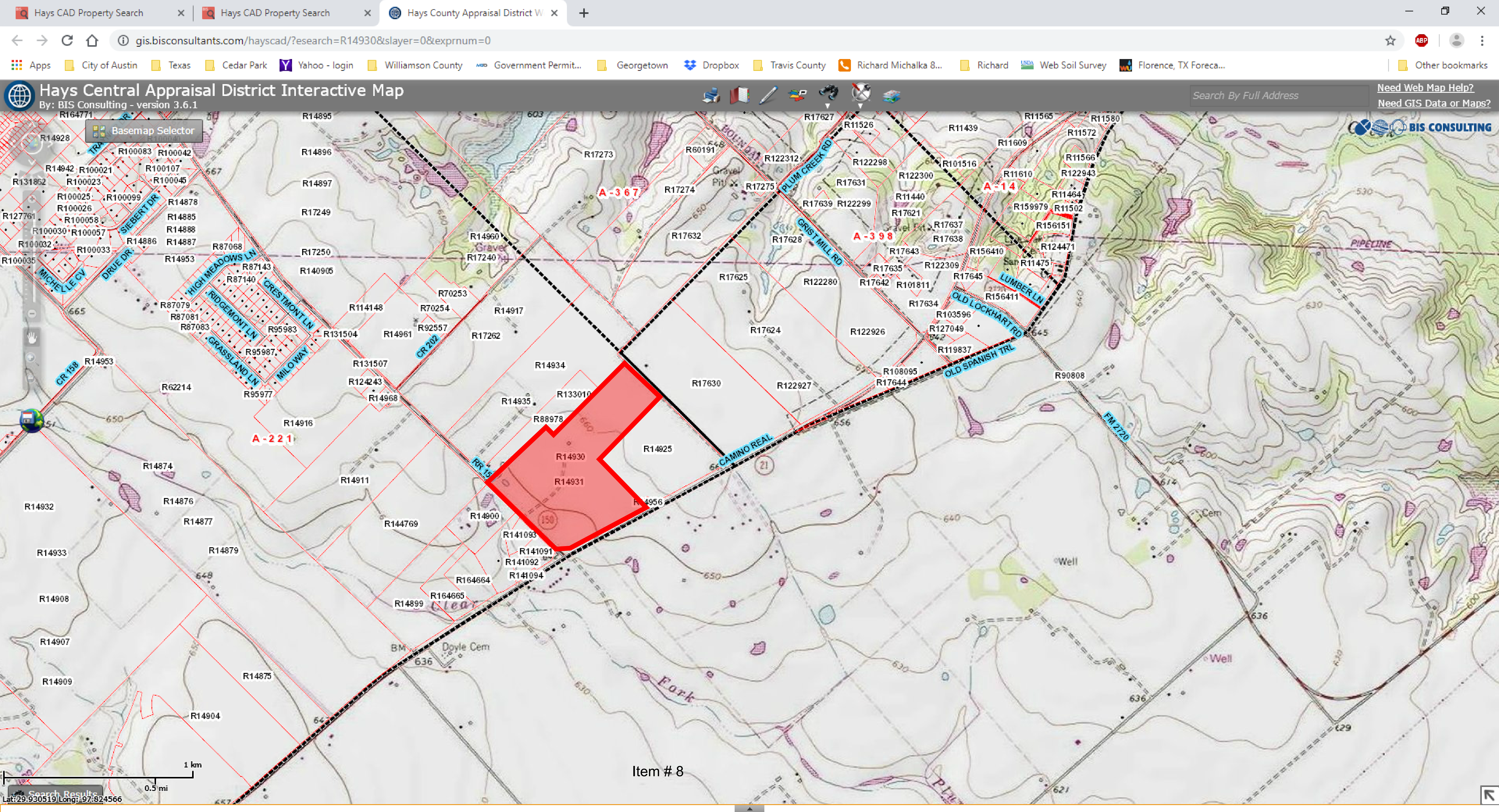
Your consideration of our request is greatly appreciated. Please let us know if you have any questions and/or if you need any additional information. Thank you for your time.

Sincerely,

Stephen R. Jamison, P.E.
Jamison Civil Engineering LLC
TBPE #F-17756


Legend
JDs Kyle 150 & 21
Soil Conservation Service Site 4 Reservoir
M D Heatly Reservoir
152
Traynor Dr
Crestmont Ln
Wheatfield Way
Milo Way
202
to Market Road 150
156
S Plum Creek Rd
Grist Mill Rd
153
Farm Field Rd
S
227
Spanish Trail
JDs Kyle 150 & 21
Turners Trail
Sunset Ridge
1008
Airport Hwy
21
Google Earth
© 2018 Google
N
4000 ft

Item # 8


Hays CAD Property Search
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Hays County Appraisal District W
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Texas
Cedar Park
Yahoo - login
Williamson County
Government Permit...
Georgetown
Dropbox
Travis County
Richard Michalka 8...
Richard
Web Soil Survey
Florence, TX Foreca...
Other bookmarks
Hays Central Appraisal District Interactive Map
By: BIS Consulting - version 3.6.1
Search By Full Address
Need Web Map Help?
Need GIS Data or Maps?
BIS CONSULTING
Basemap Selector
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R103596
R127049
R119837
R108095
R17644
R90808
R17637
R17638
R17643
R17635
R17642
R101811
R17634
R11440
R17621
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A - 1 4
A - 2 2 1
CAMINO REAL
RR 150
CR 202
CR 158
OLD SPANISH TRL
OLD LOCKHART RD
LUMBER LN
GRIST MILL RD
PLUM CREEK RD
FM 2720
HIGH MEADOWS LN
RIDGEMONT LN
CRESTMONT LN
GRASSLAND LN
MILO WAY
SIEBERT DR
DRUE DR
MICHELLE CV
PIPELINE
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Search Results
Lat:29.930519 Long:-97.824566

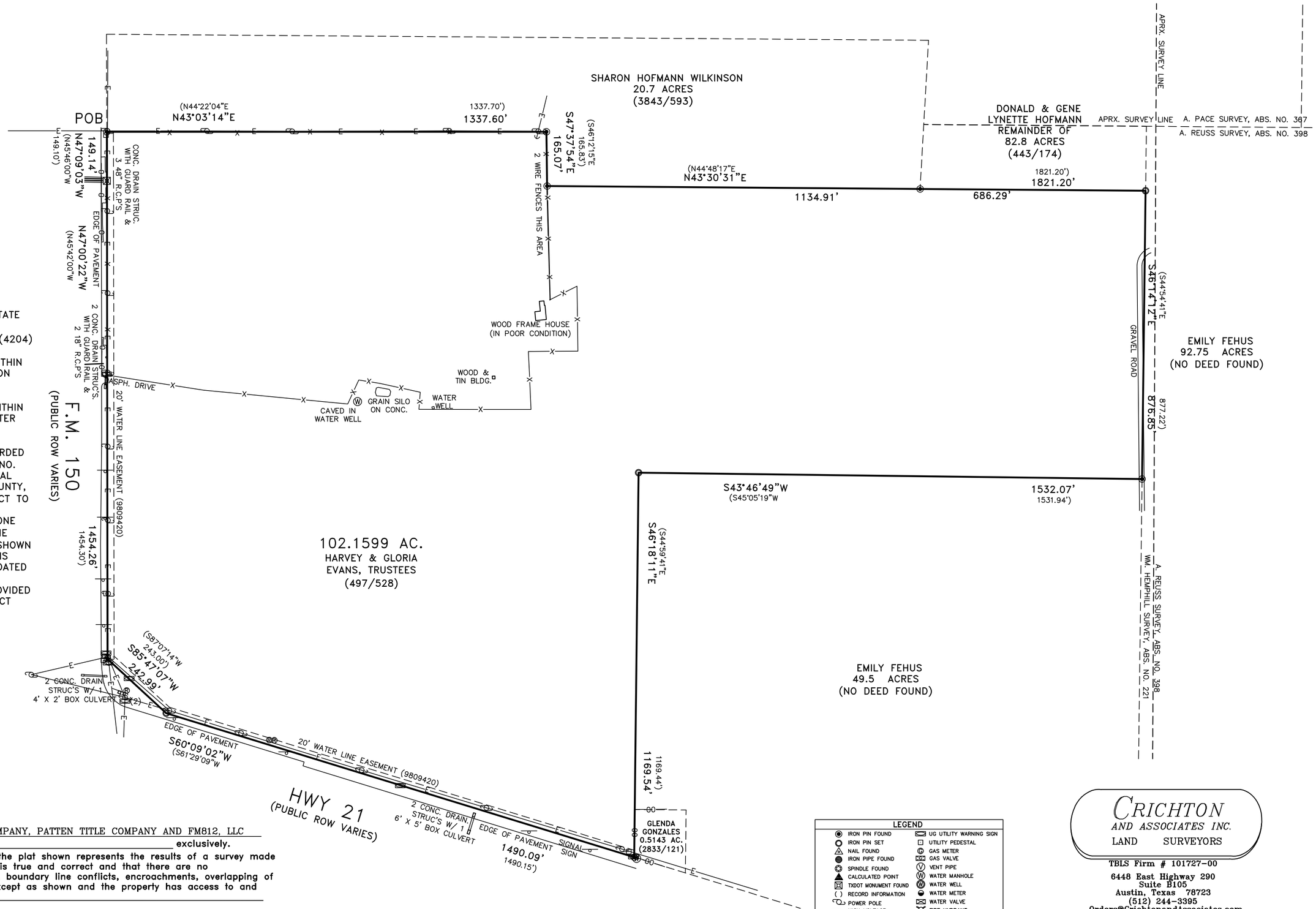
Item # 8

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

SURVEY OF 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.



NOTES:

*) BEARING BASIS = TEXAS STATE PLANE COORDINATES (NAD83), SOUTH CENTRAL TEXAS ZONE (4204)

1) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT

2) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.

3) PER WARRANTY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 198500202204, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THIS TRACT IS "SUBJECT TO EASEMENT FOR OVERHEAD POWERLINES AND FOR TELEPHONE PEDESTAL (AND ANY TELEPHONE LINES CONNECTED TO IT) AS SHOWN ON PLAT OF A SURVEY OF THIS TRACT BY S. CRAIG HOLLMIG DATED DEC. 10, 1984". THERE IS INSUFFICIENT INFORMATION PROVIDED BY SAID DEED TO SHOWN EXACT LOCATION OF SAID EASEMENT.

REF: FM812, LLC
G.F. NUMBER: 9991-19-2627
DATED: AUG. 16TH, 2019
To: WESTCOR LAND TITLE INSURANCE COMPANY, PATTEN TITLE COMPANY AND FM812, LLC exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visable utility easements, except as shown and the property has access to and from a dedicated roadway

The property shown hereon is located in Zone "X" AREAS OUT OF THE 500-YR. FLOOD PLAIN as shown on Community Panel Number of the FLOOD INSURANCE RATE MAP prepared for HAYS COUNTY by the Federal Insurance Administration Department, H.U.D.
Effective Date: JUNE 19, 2012

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

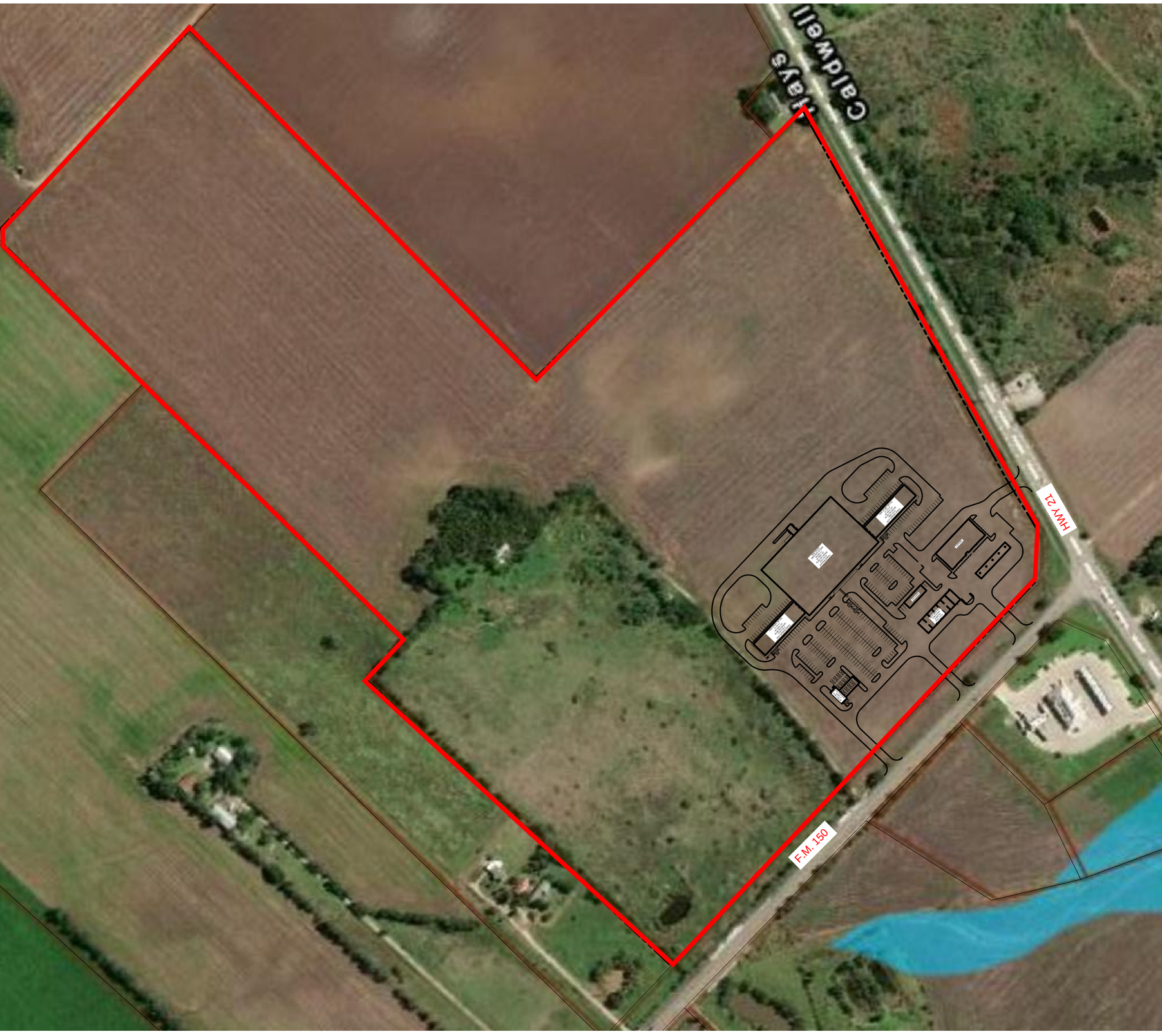
LEGEND

IRON PIN FOUND	UG UTILITY WARNING SIGN
IRON PIN SET	UTILITY PEDESTAL
NAIL FOUND	GAS METER
IRON PIPE FOUND	GAS VALVE
SPINDLE FOUND	VENT PIPE
CALCULATED POINT	WATER MANHOLE
TXDOT MONUMENT FOUND	WATER WELL
( ) RECORD INFORMATION	WATER METER
POWER POLE	WATER VALVE
HIGH VOLTAGE POWER POLE	FIRE HYDRANT
GUY WIRE	PVC RISER
— E — OVERHEAD ELECT. LINE	STREET SIGN
ELECTRIC METER	FLAG POLE
ELECTRIC MANHOLE	SANITARY SEWER MANHOLE
TELEPHONE MANHOLE	SEWER CLEANOUT
CONC. PAD WITH ELEC.	SEPTIC LID
ELECTRIC BOX	STORM SEWER MANHOLE
— | — METAL FENCE	UTILITY VAULT
—//— WOOD FENCE	DRAIN GRATE
—oo— CHAIN LINK FENCE	LIGHT POLE
— x — WIRE FENCE	C.C. COVERED CONCRETE
— w — UG WATER LINE	U.G. UNDERGROUND
—ww— UG WASTEWATER LINE	B.L. BUILDING LINE
	P.U.E. PUBLIC UTILITY EASEMENT
	D.E. DRAINAGE EASEMENT

CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS
TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

SURVEY OF 102.1599 ACRES ON THE NORTHEAST CORNER OF F.M. 150 AND HWY 21, KYLE TEXAS.

DATE: AUG. 27, 2019	JOB NO. 19_145
SCALE: 1" = 200'	DWG. NO. 19_145


Caldwell
Hwy
HWY 21
F.M. 150


F.M. 150
HWY 21
ONE STORY RETAIL
40,000 S.F.
8,000 S.F. OFFICE
(NOT SEPARATED)
ONE STORY RETAIL
40,000 S.F.
8,000 S.F. OFFICE
(NOT SEPARATED)
ONE STORY RETAIL
40,000 S.F.
8,000 S.F. OFFICE
(NOT SEPARATED)
ONE STORY RETAIL
40,000 S.F.
8,000 S.F. OFFICE
(NOT SEPARATED)
ONE STORY RETAIL
40,000 S.F.
8,000 S.F.
(NOT SEPARATED)
ONE STORY RETAIL
40,000 S.F.
8,000 S.F.
(NOT SEPARATED)

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 221 WM Hemphill Survey 99.85 AC

# of lots (if subdivided): _____ # of acres: 99.85

Site APN #(s): R14930 / Geo ID #10-0221-0048-00000-2

Location: Hwy 21 Kyle, Tx. 78640 County: Hays

Development Name: JD's Supermarket Kyle

Development Number(s): N/A

OWNER

Company/Applicant Name: FM RD 812 LLC

Authorized Company Representative (if company is owner): Mohammed Ahmad

Type of Company and State of Formation: Limited Liability Company

Title of Authorized Company Representative (if company is owner): President

Applicant Address: 1900 E Anderson Ln. Suite 130 Austin , Tx. 78752

Applicant Fax: 512-339-8387

Applicant Phone: 512-339-6008

Applicant/Authorized Company Representative Email: acrbuilding.inc@gmail.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

X I hereby designate Jamison Civil Engineering LLC (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the

"City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Owner's Signature: MA Date: 3/02/2021

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).

ZINOVIA YAKIS
Notary Public, State of Texas
Comm. Expires 01-29-2022
(Notary Seal)

SUBSCRIBED AND SWORN TO before me, this the 2 day of March, 2021

Notary Public's Signature

1-29-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Jamison Civil Engineering LLC Attn: Stephen R. Jamison P.E.

Representative Address: 13812 Research Blvd #B-2 Austin, Tx. 78750

Representative Phone: 737-484-0880

Representative Email: steve@jamisoneng.com

Representative's Signature: Date: 03/02/2021

Franchise Tax Account Status

As of : 03/03/2021 10:26:29

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

FM RD 812, LLC	
Texas Taxpayer Number	32047122794
Mailing Address	1900 E ANDERSON LN STE 103 AUSTIN, TX 78752-1979
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	02/27/2012
Texas SOS File Number	0801557446
Registered Agent Name	ADAM AHMAD
Registered Office Street Address	1900 EAST ANDERSON LANE, STE. 103 AUSTIN, TX 78752

19030733 DEED Total Pages: 4
Filed and Recorded: 09/03/2019 09:41:26 AM

GF No. 9991-19-2627

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

Date: August 30, 2019

Grantor: Harvey Evans and Gloria Evans, holding title as Trustees on behalf of the Highway 21 Venture, a Texas general partnership

Grantee: FM RD 812, LLC, a Texas limited liability company

Grantee's Mailing Address:

1900 East Anderson ln
Austin, TX 78752

Consideration:

Ten and No/100 Dollars ($10.00), good and other valuable consideration, the receipt of which is hereby acknowledged

Property (including any improvements):

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICURARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:
1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.
2) S47°37'54" E, for a distance of 165.07 feet to a ½" iron rod found on said common line.
3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

GF No. 9991-19-2627

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:
1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.
2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ½" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:
1) S60°09'02" W, for a distance of 1490.09 feet to a ½" iron rod set.
2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:
1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.
2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

HIGHWAY 21 VENTURE, a Texas general partnership

Harvey Evans, Trustee and Managing Partner

Gloria Evans, Trustee and Managing Partner

GF No. 9991-19-2627

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Harvey Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**

MARIVEL D. FORTENBERRY NOTARY PUBLIC STATE OF TEXAS ID 12864897 EXP. 04-12-2021

Notary Public, State of Texas

Marivel D. Fortenberry
Printed Name of Notary

4-12-2021
My Commission Expires

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Gloria Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**

MARIVEL D. FORTENBERRY NOTARY PUBLIC STATE OF TEXAS ID 12864897 EXP. 04-12-2021

Notary Public, State of Texas

Marivel D. Fortenberry
Printed Name of Notary

4-12-2021
My Commission Expires

AFTER RECORDING RETURN TO:

FM RD 812, LLC

1900 East Anderson Ln
Austin, TX 78752

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.

19030733 DEED
09/03/2019 09:41:26 AM Total Fees: $34.00

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

RESOLUTION NO. 874

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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. 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. The City Council hereby approves the Development Agreement for approximately 102.167 acres of Land in Hays County, Texas that is generally located northwest corner of the intersection of State Highway 21 and east RR 150 (as identified in exhibit C and more specially described in exhibit B).

Section 3. 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 4. 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 3rd day of September, 2013.

ATTEST:

Amelia Sanchez, City Secretary

THE CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

EXHIBIT A

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

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

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17 , 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, 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 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this 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 for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, 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 Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, 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 Agreement.

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute 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 voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they 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.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they 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 any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, 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 Owners and the Owners' heirs, successors, 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 either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. 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 10. 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 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Gloria Evans Trustee

Name: Gloria Evans Trustee

Date: 8/13/13

THE STATE OF TEXAS §
§
COUNTY OF ~~HAYS~~ TRAVIS § RLH/gp

RLH/gp

This instrument was acknowledged before me on the 13 day of AUGUST ~~2013~~ 2013, by GLORIA EVANS, being 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 consideration therein expressed.

Notary Public, State of Texas

REGINA HOFELE
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2016

(NOTARY SEAL)

"CITY" City of Kyle, Texas

By:_____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, 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.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B

PROPERTY DESCRIPTION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 102.167 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northeast right-of-way of F.M. 150 (R.O.W varies), at the southernmost southeastern corner of a 20.7 acre (called) tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593 of the O.P.R.H.C.TX., also being the southwestern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the southeastern boundary line of said 20.7 acre tract and the remainder of a 6.75 acre tract conveyed to Mark, Sharon & Gene Lynette Hofmann, Tract 2 in Volume 443, Page 174 of the (O.P.R.H.C.TX.), common to the northwestern line of said 102.167 acre tract, the following three (3) courses and distances, numbered 1 through 3:

1) N44°22'04"E, for a distance of 1337.70 feet to a point,
2) S46°12'15"E, for a distance of 165.83 feet to a point, and
3) N44°48'17"E, for a distance of 1821.20 feet to a point for the northeastern corner of said 82.8 acre tract, also being in the southwestern line of a 92.75 acre tract conveyed to Emily Fehlis,

THENCE, with the common boundary line of said 92.75 acre tract, and said 102.167 acre tract, S44°54'41"E, for a distance of 877.22 feet to a point for the northernmost corner of a 49.5 acre tract conveyed to Emily Fehlis,

THENCE, with the common boundary line of said 49.5 acre tract and said 102.167 acre tract, S45°05'19"W, for a distance of 1531.94 feet to a point for the southwest corner of said 49.5 acre tract, also being an interior ELL corner of said 102.167 acre tract,

THENCE, with the southwestern boundary line of said 49.5 acre tract, and a 0.5143 acre tract conveyed to Glenda Gonzales in Volume 2833, Page 121 of the O.P.R.H.C.TX., common to a northeastern line of said 102.167 acre tract, S44°59'41"E, for a distance of 1169.44 feet to a point for the easternmost corner of the herein described tract, also being the southernmost corner of said 0.5143 acre tract and also being in the northwestern right-of-way line of Texas Highway 21 (R.O.W varies),

THENCE, with the northwestern right-of-way line of said Texas Highway 21 (R.O.W varies), also being the southeastern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

1) S61°29'09"W, for a distance of 1490.15 feet to a point, and
2) S87°07'14"W, for a distance of 243.00 feet to a point for a southern corner of the herein described tract, also being in the northwestern right-of-way line of said F.M. 150 (R.O.W varies),

THENCE, with the northeastern right-of-way of said F.M. 150 (R.O.W varies) common to the southwestern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

1) N45°42'00"W, for a distance of 1454.30 feet to a point, and
2) N45°46'00"W, for a distance of 149.10 feet to the **POINT OF BEGINNING** and containing 102.167 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

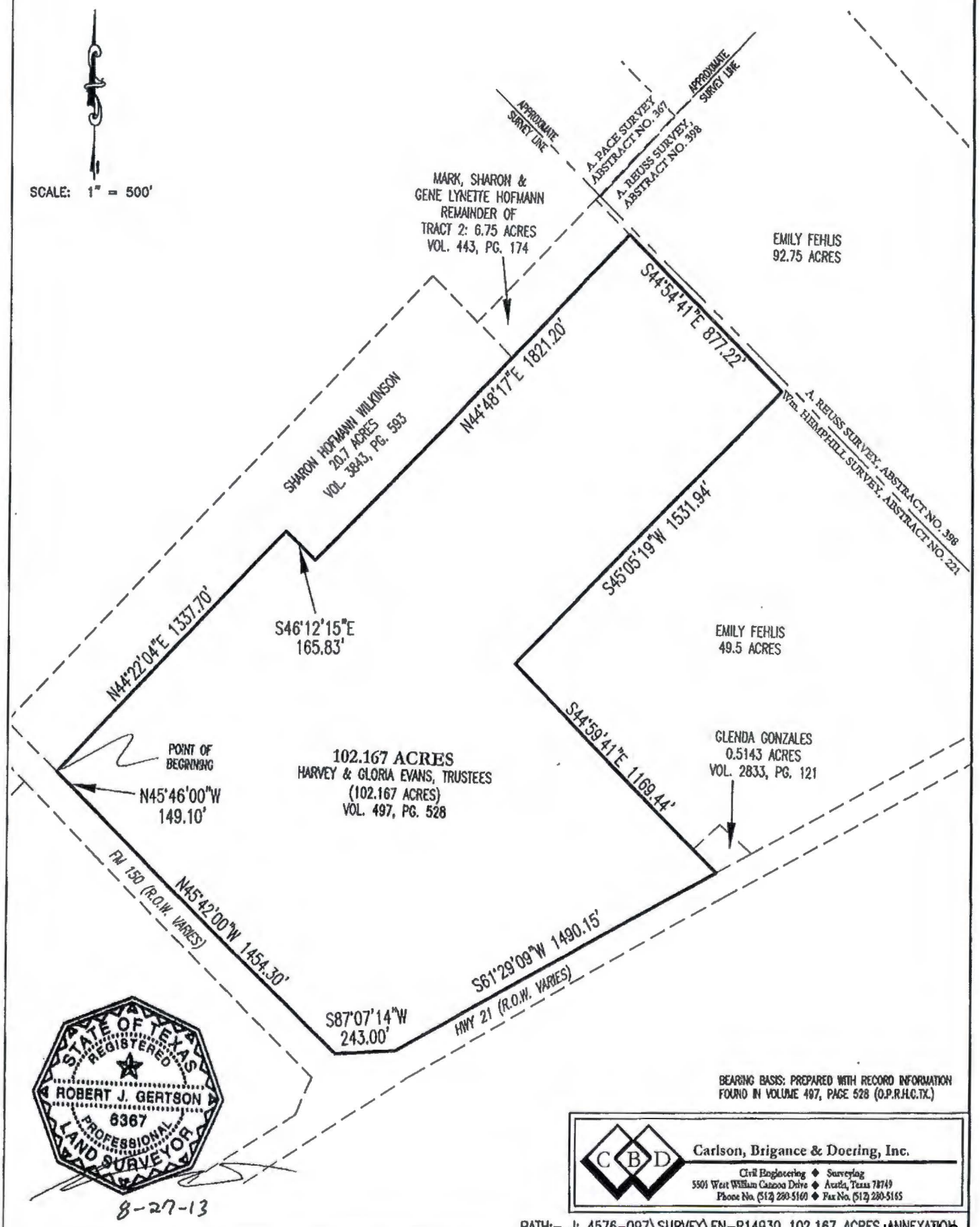
Surveyed by: _____ 8-27-13

ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com

STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR

J: 4576-097\SURVEY\FIELD NOTES\FN-R14930 102.167 ACRES ANNEXATION.doc

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: PREPARED WITH RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.)

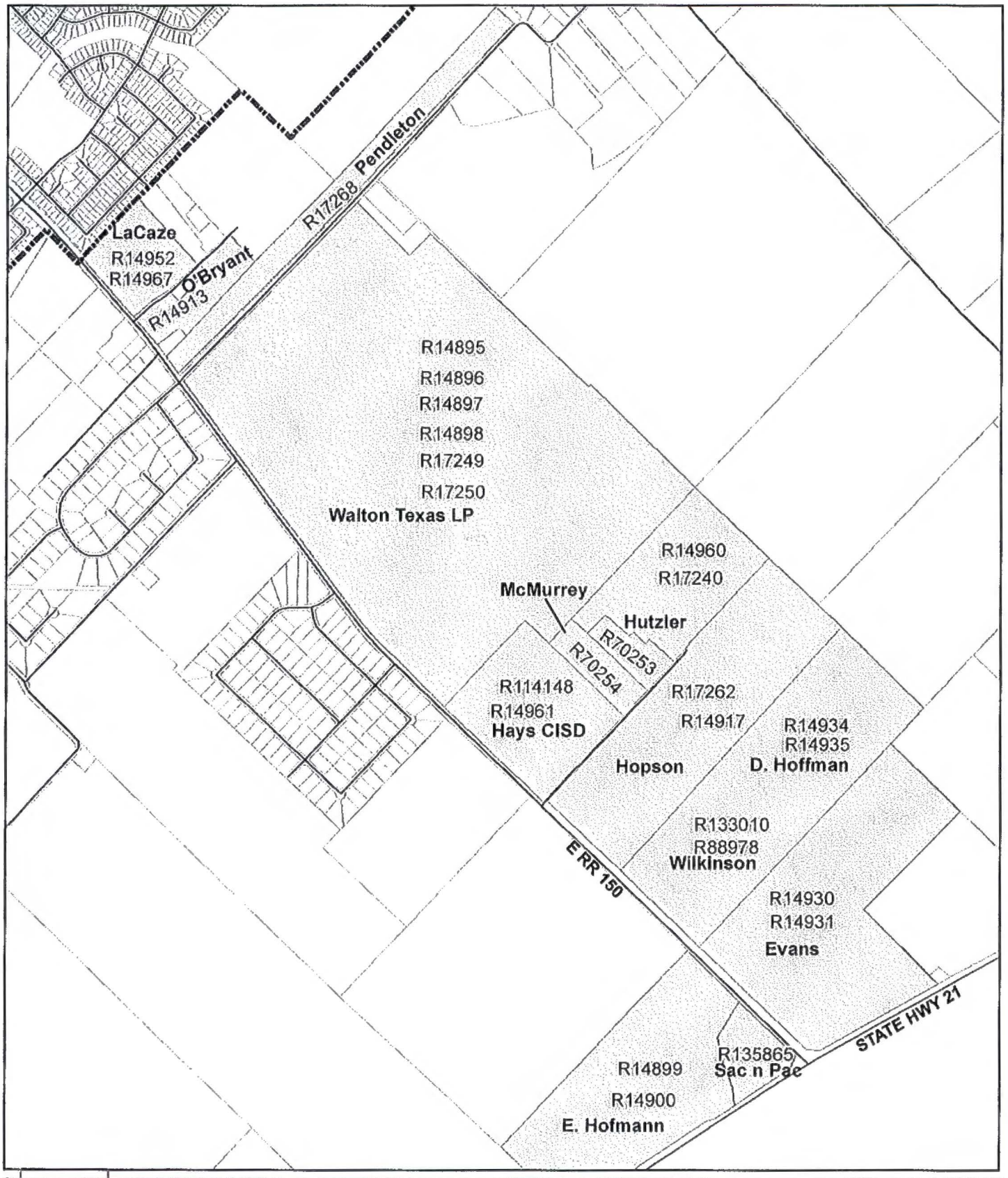
Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
5501 West William Cannon Drive ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:- J: 4576-097\SURVEY\FN-R14930 102.167 ACRES ANNEXATION

Item # 8

EXHIBIT C

PROPERTY MAP



Parcel Lines

Proposed Annex

Current Kyle City

Proposed Annexations

N W E S

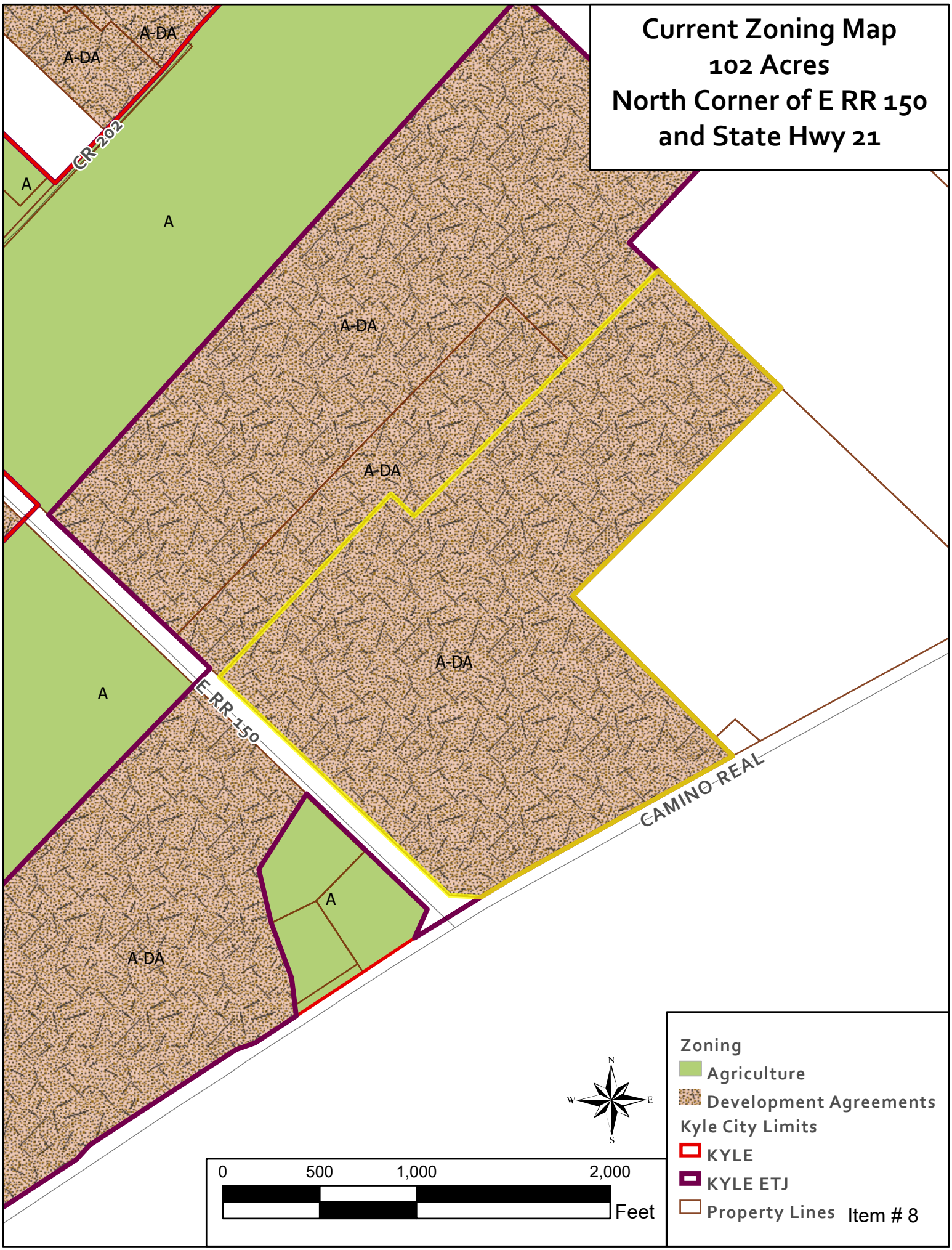
0 875 1,750 3,500

Feet

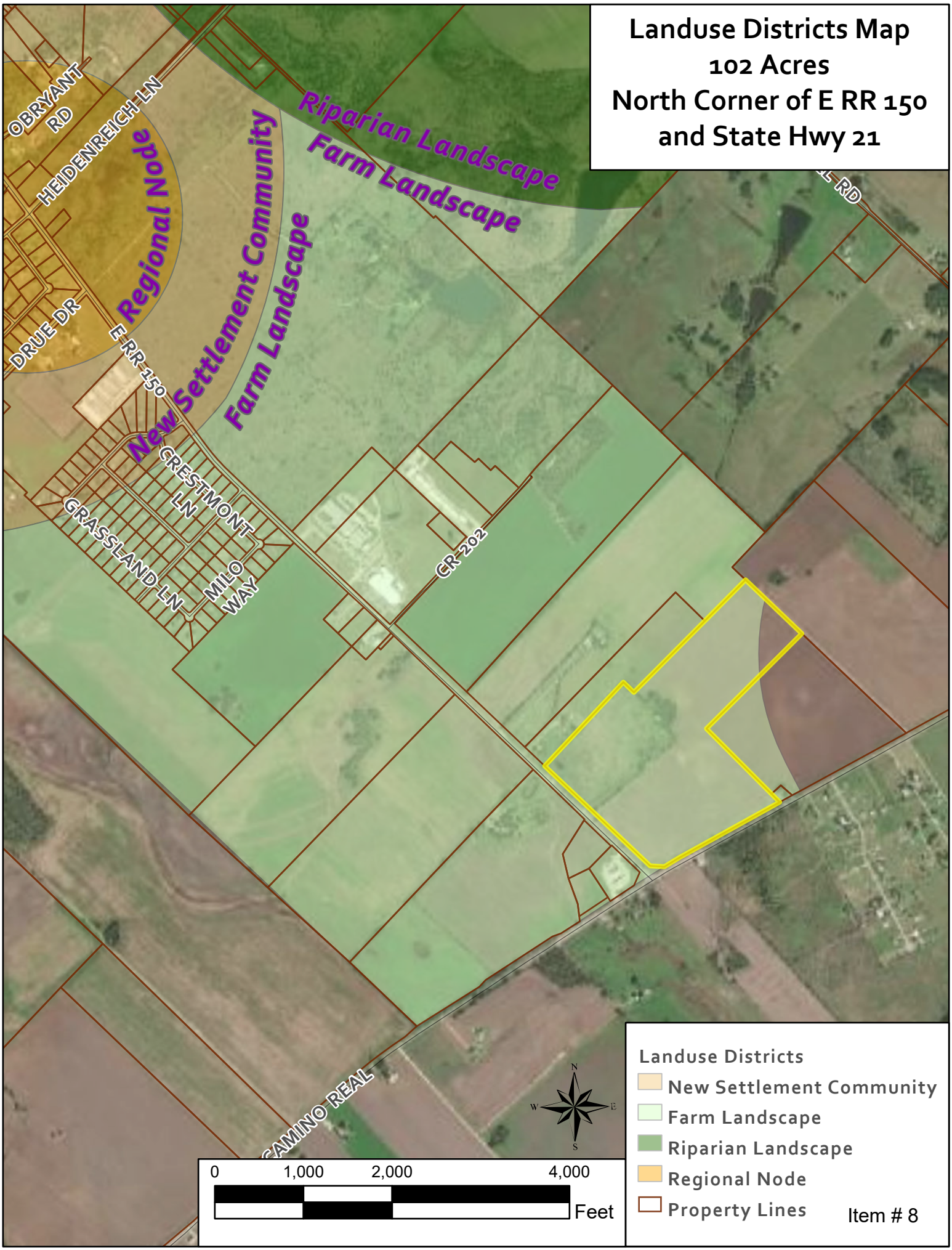
CITY OF KYLE


Property Location Map
102 Acres
North Corner of E RR 150
and State Hwy 21
CR 202
E RR 150
CAMINO REAL
N
W
E
S
0
500
1,000
2,000
Feet
Property Lines

Item # 8


Current Zoning Map
102 Acres
North Corner of E RR 150
and State Hwy 21
A-DA
A-DA
CR 202
A
A
A-DA
A-DA
A-DA
A
E RR 150
CAMINO REAL
A
A-DA
N
W
E
S
0
500
1,000
2,000
Feet
Zoning
Agriculture
Development Agreements
Kyle City Limits
KYLE
KYLE ETJ
Property Lines

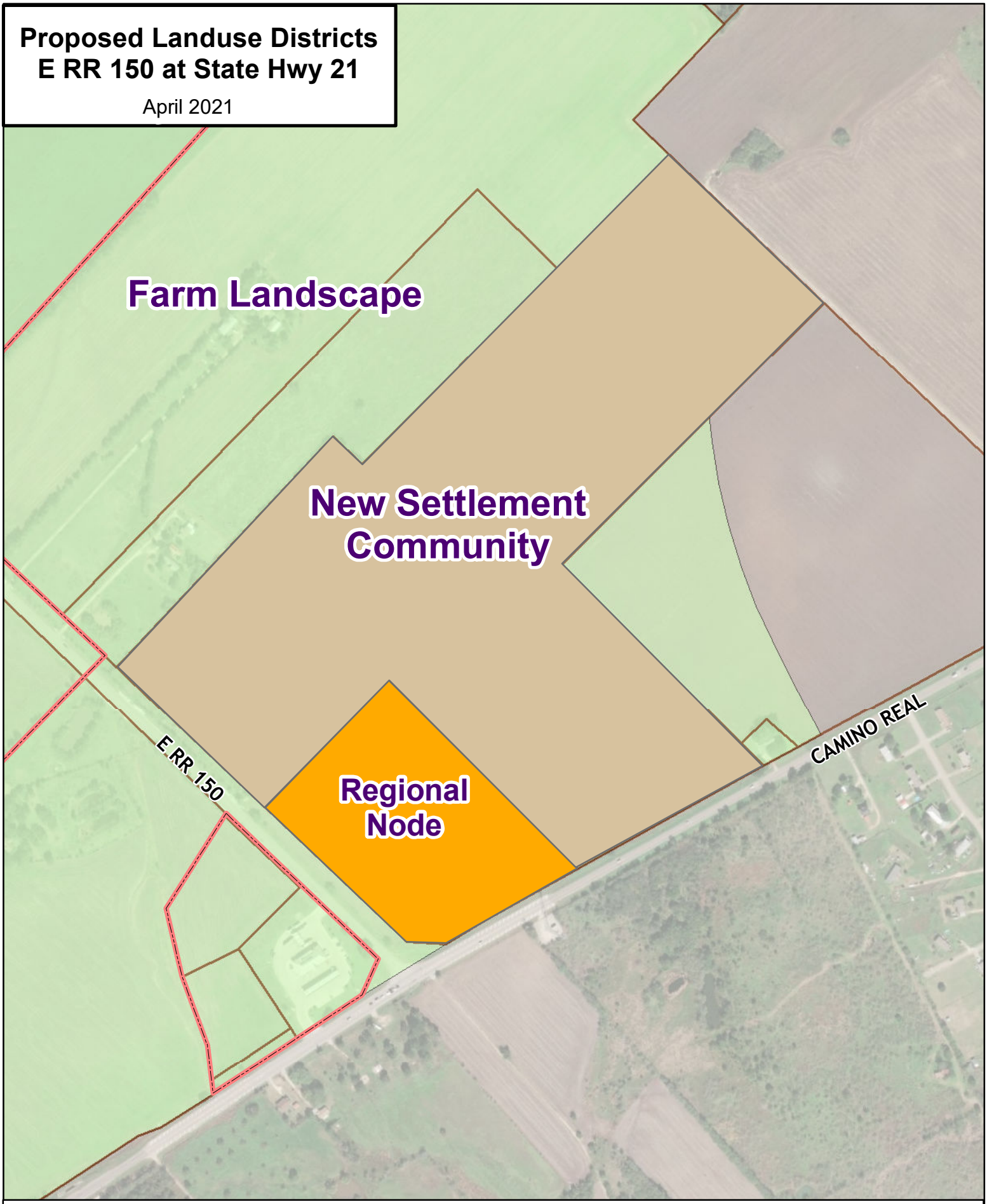
Item # 8


Landuse Districts Map
102 Acres
North Corner of E RR 150
and State Hwy 21
Riparian Landscape
Farm Landscape
Regional Node
New Settlement Community
Farm Landscape
OBRYANT RD
HEIDENREICH LN
DRUE DR
E RR 150
CRESTMONT LN
GRASSLAND LN
MILO WAY
CR 202
CAMINO REAL
Landuse Districts
New Settlement Community
Farm Landscape
Riparian Landscape
Regional Node
Property Lines
0
1,000
2,000
4,000
Feet
N
S
E
W

Item # 8

Proposed Landuse Districts
E RR 150 at State Hwy 21

April 2021



0 375 750 1,500
Feet

N W E S

Parcel Lines

Kyle City Limits

CITY OF KYLE, TEXAS

RR HPI, LLC - Zoning (Z-21-0077)

Meeting Date: 4/13/2021
Date time:6:30 PM

Subject/Recommendation: Consider a request by RR HPI, LLC (Z-21-0077) for the purpose of amending PUD documentation related to approximately 107.247 acres of land to allow impervious surfaces calculations for two or more lots within the 'PUD' that may be combined and considered as a whole, such that the impervious cover across the lots remains in accordance with the City of Kyle limits by district type for property located on Vista Ridge Dr. and Gateway Blvd., in Hays County, Texas.

- Public Hearing

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

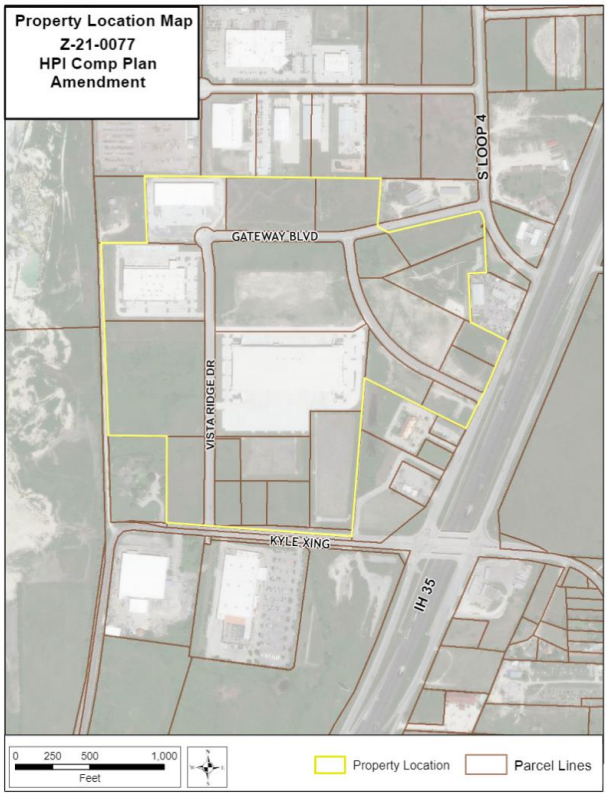
Description

- Staff Memo
- Summary Letter
- Landowner Authorization Letter
- Franchise Tax Account Status
- Deed
- Project Location Map
- Current Zoning Map
- Land Use Districts Map
- First Amendment HPI_Redlined

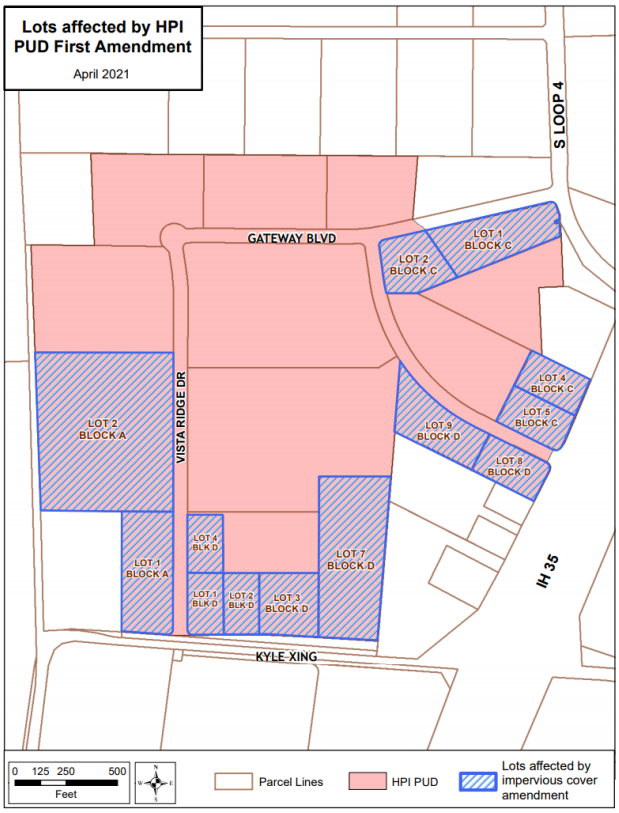
Petition No. Z-21-0077

Property Location	**Approximately 38.2-Acres Inside Boundaries of the HPI PUD (North of Kyle Crossing)**
Owner	**RR HPI, LP** **Richard S. Hill (President & Authorized Representative)** **3700 N. Capital of Texas Hwy, Ste. 420, Austin, TX 78746**
Agent	**Runi Duvall** **RR HPI, LP** **3700 N. Capital of Texas Hwy, Ste. 420, Austin, TX 78746**
Request	**Amend HPI PUD (38.2-Acres) to Allow Impervious Cover Averaging Between Two (2) or More Lots**

Vicinity Map of HPI PUD Boundaries



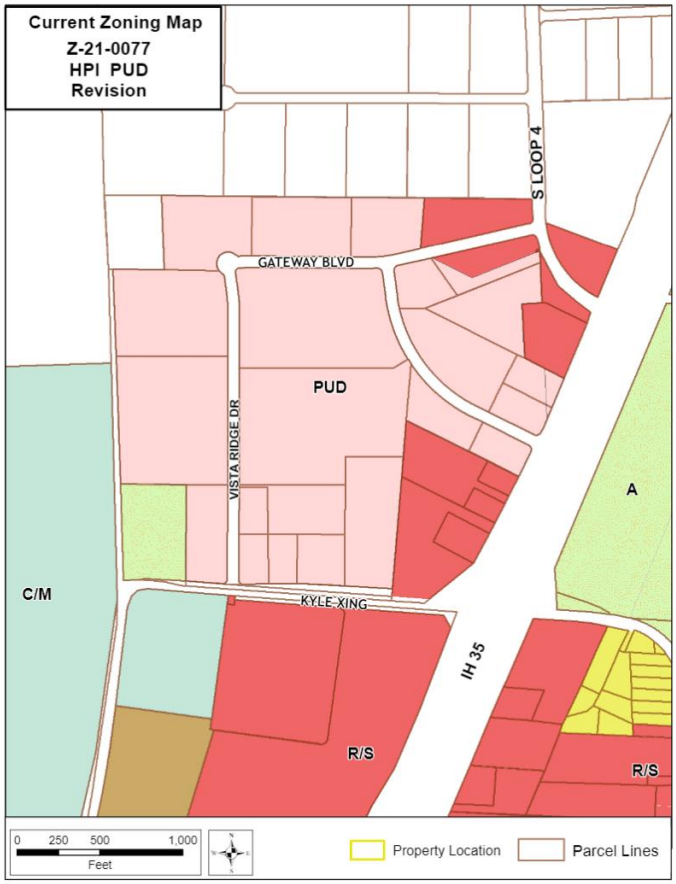
Map of Lots Affected by Amendment to HPI PUD



Site Description

The 38.2-Acres within the HPI PUD (Planned Unit Development, Hays Commerce Center), are largely undeveloped commercial pad sites, and one existing detention pond. The HPI PUD was established through the zoning process on August, 15, 2011 (Ord. No. 671). The PUD allows for uses within the Retail/Services, Warehouse and Construction/Manufacturing zoning districts, with some exclusions. Following the rezoning, subdivision plans were submitted and approved. Currently three (3) of the nineteen (19) pad sites are developed, with more planned businesses in the future.

The applicant seeks to amend the HPI PUD for the associated 38.2-Acres included in the draft of the first amendment of the development standards. The amendment is only to change how impervious cover is calculated and does not add or remove any specific land use permissions. Impervious cover is a metric within Chapter 53 of the City of Kyle Code of Ordinances. Chapter 53 is the zoning portion of the City of Kyle's development code, and therefore this amendment is a zoning action.



Current Zoning

HPI PUD (Ord. No. 671)

Allows Retail/Services, Warehouse and Construction/Manufacturing zoning districts. Within the PUD document, some uses are excluded.

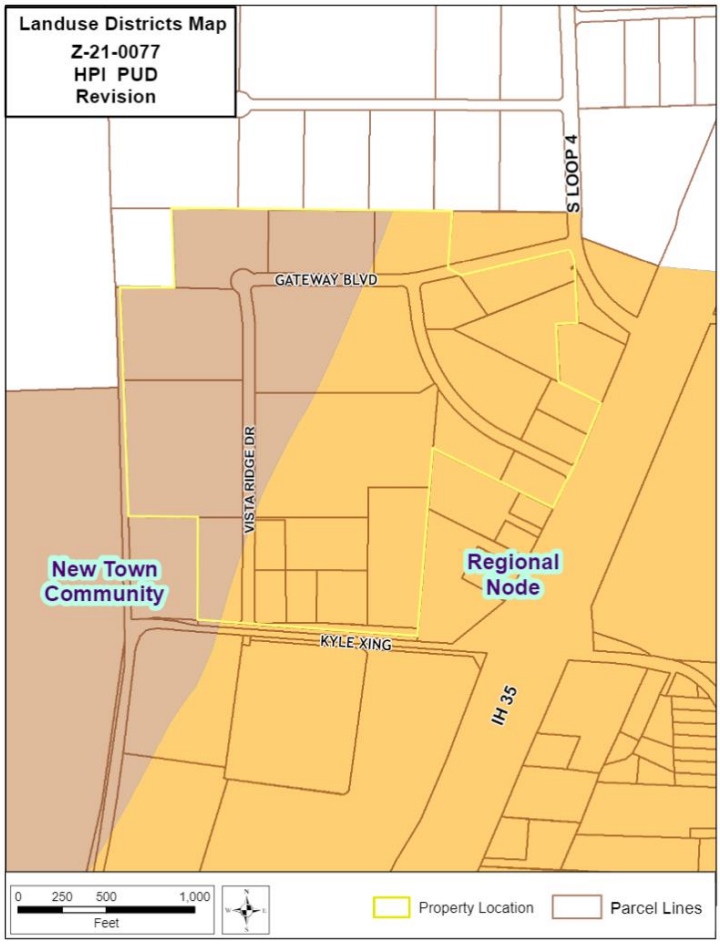
Conditions of the Zoning Ordinance

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

The subject site is located in the "Regional Node" District and the "New Town Community" district.

*Please note that this proposed amendment to the HPI PUD (Hays Commerce Center) will not affect which zoning districts are applied within the PUD, only how future development standards are administered. For this reason, staff did not include an

analysis of the comprehensive plan. The comprehensive plan discusses which zoning districts are appropriate in various places around the City of Kyle.

Analysis

When reviewing development plans for projects, impervious cover is calculated on a per lot basis (per City of Kyle code). This means if the zoning district allows a maximum impervious coverage, then the lot cannot exceed said percentage. Chart 2 of Sec. 53-33 limits the impervious cover for the following, included zoning districts:

Retail/Services = 80%
Warehouse = 75%
Construction/Manufacturing = 75%

The HPI PUD (Hays Commerce Center) allows all three (3) of these districts, with a focus on Warehouse and Construction/Manufacturing.

Recently, in an effort to start assembling development plans for one of the pad sites, it was found that the expected impervious cover for the plans would be more than 80%. The project would be one associated with Warehouse or Construction/Manufacturing zoning. The maximum impervious cover for both districts is 75%. This project was attempting to comply with all our development codes, but could not maintain a maximum 75% ISR.

The agent for the HPI PUD, Runi Duvall, brought up the idea of averaging impervious cover between two (2) or more lots. Staff doesn't have any objections to that method of ISR calculation, as it solved the issue at hand and would let the project continue forward. However, Sec. 53-33(l) references impervious cover on a per lot basis; therefore, staff is not enabled to accomodate the request.

As the overall development of Hays Commerce Center is zoned as a Planned Unit Development (PUD), Hays Commerce Center can have more flexibility when writing development standards (Per Sec. 53-703(a-c) & Sec. 53-704(1-5), see section below). This idea would not be allowed per standard zoning districts, as State of Texas law does not allow a municipality to condition zoning requests (except through PUDS).

Sec. 53-703. - Flexible planning.

(a) When considering a planned unit development (PUD), the unique nature of each proposal for a PUD may require, under proper circumstances, the departure from the

strict enforcement of certain present codes and ordinances, e.g., without limitation, the width and surfacing of streets and highways, lot size, parking standards, set backs, alleyways for public utilities, signage requirements, curbs, gutters, sidewalks and streetlights, public parks and playgrounds, drainage, school sites, storm drainage, water supply and distribution, sanitary sewers, sewage collection and treatment, single use districts, etc.

(b) Final approval of a PUD by the city council shall constitute authority and approval for such flexible planning to the extent that the PUD as approved, departs from existing codes and ordinances.

(c) The flexibility permitted for a PUD does not imply that any standard or requirement will be varied or decreased.

(Ord. No. 438, § 39(d), 11-24-2003)

Sec. 53-704. - Rules applicable.

The city council, after public hearing and proper notice to all parties affected and after recommendation from the planning and zoning commission, may attach a planned unit development district designation to any tract of land equal to or greater than three buildable acres. Under the planned development designation the following rules apply:

(1) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the city council, and no such approval will be inferred or implied.

(2) Permitted uses are those listed under the applicable zoning districts for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as CBD-2, RS, W, CM districts). In addition, a planned unit development district may be established where the principal purpose is to serve as a transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a planned unit development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

(3) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development; provided that the

plan is consistent with sound urban planning and good engineering practices.

a. Front, side and rear setbacks.

b. Maximum height.

c. Maximum lot coverage.

d. Floor area ratio.

e. Off-street parking requirements.

f. Special district requirements pertaining to the base zoning.

g. Number of dwelling units per buildable acre.

h. Accessory building regulations.

i. Sign standards.

(4) In approving a planned unit development, no standards may be modified unless such modification is expressly permitted by this chapter, and in no case may standards be modified when such modifications are prohibited by this chapter.

(5) In approving a planned unit development, the city council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space, and screening.

(6) The planning and zoning commission and city council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this chapter.

(Ord. No. 438, § 39(e), 11-24-2003)

Recommendation

In conclusion, staff fully supports the request from the applicant. Staff asks the Planning & Zoning Commission to support the zoning amendment and vote in support of the request.

Attachments

- Landowner Authorization Form
- Deed
- Franchise Tax Account Status
- Exhibit Amending PUD
- Location Map
- Lots Affected by the PUD Amendment Map
- Existing Zoning Map
- Land Use Districts Map

3/4/2021

William Atkinson, City Planner
City of Kyle
100 W. Center Street
Kyle, Texas 78640

RE: Summary Request Letter – PUD Amendment

Dear Will,

For the purposes of impervious cover calculations, HPI requests that two ore more lots within the PUD be combined and considered as a whole, such that the average impervious cover across the lots remains in accordance with the City of Kyle limits. We appreciate you working with us on this modification to the existing PUD.

If you have any questions, please let me know.

Sincerely,

Runi Duvall
Development Director

LANDOWNER AUTHORIZATIONAND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: _____

# of lots (if subdivided): 13 # of acres: 107.247

Site APN/Property ID #(s): See attachment

Location: Vista Ridge Drive, Kyle 78640 County: Hays

Development Name: Hays Commerce

OWNER

Company/Applicant Name: RR HPI, LP

Authorized Company Representative (if company is owner): Richard S. Hill

Type of Company and State of Formation: Texas Limited Partnership

Title of Authorized Company Representative (if company is owner): President

Applicant Address: 3700 No. Capital of Texas Hwy., Suite 420, Austin, Texas 78746

Applicant Fax: 512.835.1222

Applicant Phone: 512.835.4455

Applicant/Authorized Company Representative Email: hill@hpitx.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

X I hereby designate Runi Duvall (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Owner's Signature: _____ Date: 3.04.21

State of TEXAS §

§

County of TRAVIS §

This instrument was acknowledged before me on MARCH 4, 2021 by Richard, S. Hill, who is PRESIDENT of RR HPI, LP, a Texas limited partnership.

SUBSCRIBED AND SWORN TO before me, this the 4 day of MARCH, 2021.

(Notary Seal)

MARY JANE OROSCO
Notary Public, State of Texas
Comm. Expires 08-13-2023
Notary ID 1896513

Notary Public's Signature

My Commission Expires

Item # 9

PROJECT REPRESENTATIVE

Representative Name: Runi Duvall
Representative Address: 3700 No. Capital of Tx Hwy., Suite 420, Austin, Texas 78746
Representative Phone: 512.835.4555
Representative Email: duvall@HPItx.com

Representative's Signature:_____ Date: _____

	acres	Hays CAD Prop ID	Geographic ID
Hays Commerce Phase 2A, Block A, Lot 2	11.716	R151731	11-3659-000A-00200-2
Hays Commerce Phase 2A, Block A, Lot 1	3.392	R151730	11-3659-000A-00100-2
Hays Commerce Phase 1, Block C, Lot 1	2.974	R151856	11-3651-000C-00100-2
Hays Commerce Phase 3, Block C, Lot 2	1.88	R164170	11-3361-000C-00200-2
Hays Commerce Phase 3, Block C, Lot 4	1.429	R164172	11-3361-000C-00400-2
Hays Commerce Phase 3, Block C, Lot 5	1.515	R164173	11-3361-000C-00500-2
Hays Commerce Phase 3, Block D, Lot 1	1.214	R164174	11-3361-000D-00100-2
Hays Commerce Phase 3, Block D, Lot 2	1.191	R164175	11-3361-000D-00200-2
Hays Commerce Phase 3, Block D, Lot 3	2.024	R164176	11-3361-000D-00300-2
Hays Commerce Phase 3, Block D, Lot 4	1.129	R164177	11-3361-000D-00400-2
Hays Commerce Phase 3, Block D, Lot 7	5.782	R164181	11-3361-000D-00700-2
Hays Commerce Phase 3, Block D, Lot 8	2.43	R164182	11-3361-000D-00800-2
Hays Commerce Phase 3, Block D, Lot 9	1.521	R164183	11-3361-000D-00900-2
	38.197		

Franchise Tax Account Status

As of : 03/03/2021 14:20:54

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

RR HPI, LP	
Texas Taxpayer Number	32042637960
Mailing Address	3700 N CAPITAL OF TEXAS HWY STE 420 AUSTIN, TX 78746-3454
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	09/15/2010
Texas SOS File Number	0801318408
Registered Agent Name	RICHARD S. HILL
Registered Office Street Address	3600 N. CAPITAL OF TEXAS HIGHWAY SUITE B250 AUSTIN, TX 78746

Item # 9

When Recorded, Return To:
FROST BANK
P.O. Box 1600
San Antonio, Texas 78296
Loan Documentation Department, SOF-3
Ref: 4910246-9002

11-GF#201702992 DRK
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., SUITE 1500
AUSTIN, TEXAS 78701

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.

Frost

DEED OF TRUST,
SECURITY AGREEMENT - FINANCING STATEMENT

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

As of the 1st day of May, 2018, ("Effective Date") RR HPI, LP, a Texas limited partnership (hereinafter, whether one or more, jointly and severally called "Grantor"), whose mailing address is 3700 North Capital of Texas Highway, Suite 420, Austin, Texas 78746, in consideration of the debt and trust hereinafter mentioned, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto DAN J. GUARINO, Trustee (as hereinafter defined), the following described property (all of which is sometimes referred to collectively herein as the "Property"):

(i) the real estate situated in Hays County, Texas, which is more particularly described in Exhibit A attached hereto and made a part hereof for all purposes the same as if set forth herein verbatim, together with all right, title and interest of Grantor in and to (a) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the real property or the Improvements (as hereinafter defined); (b) any strips or gores between the real property and abutting or adjacent properties; and (c) all water and water rights, timber, crops and mineral interests pertaining to the real property (such real estate and other rights, titles and interests being hereinafter sometimes called the "Land");

(ii) all buildings, covered garages, air conditioning, towers, open parking areas, structures and other improvements of any kind or nature, and any additions, alterations, betterments or appurtenances thereto, (the "Improvements") now or hereafter situated placed or constructed on the Land;

(iii) all fixtures, systems, machinery, building and construction materials, of every kind and character, now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, any and all fixtures, equipment, machinery, systems, facilities and apparatus for heating, ventilating, air conditioning, refrigerating, plumbing, sewer, lighting, generating, cleaning, storage, incinerating, waste disposal, sprinkler, fire extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage or serving, gas, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, partitions, rugs and other floor coverings, wall coverings, windows, drapes, window screens and shades, awnings, fans, motors, engines and boilers; but excluding inventory and other trade or business movable personal property (all of which are herein sometimes referred to together, as the "Accessories");

(iv) all (a) plans and specifications for the Improvements; (b) contracts relating to the Land, or the Improvements or the Accessories or any part thereof, including without limitations, contracts for the purchase or sale of any of the Property; (c) deposits, (including, but not limited to, earnest money deposits or letters of credit under purchase or sale contracts, Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Land, or the Improvements or the Accessories or any part thereof, refundable or reimbursable tap fees, commitment fees or development costs), and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles (including, but not limited to, trademarks, trade names and symbols), notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land, or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, or the Improvements or the Accessories or any part thereof; (e) Leases (as hereafter defined), Rents (as hereafter defined) and other benefits of the Land, the Improvements and the Accessories; (f) awards, remunerations, reimbursements, settlements and/or compensation made by any governmental authority, including, but not limited to those for municipal utility district or other

utility costs; and (g) other properties, rights, titles and interests, if any, specified in any Section or any Article of this Deed of Trust as being part of the Property; and

(v) all (a) proceeds of or arising from the properties, rights, titles and interests referred to above in paragraphs (i), (ii), (iii) and (iv), including, but not limited to, proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and (b) other interests of every kind and character, and proceeds thereof, which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (i), (ii), (iii) and (iv) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests, but expressly excluding inventory and other trade or business movable personal property. In the event the estate of Grantor in and to any of the Property is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other further or additional title, estates, interest or rights which may exist now or at any time be acquired by Grantor in or to the property demised under the lease creating such leasehold estate and including Grantor's rights, if any, to the property demised under such lease and, if fee simple title to any of such property shall ever become vested in Grantor such fee simple interest shall be encumbered by this Deed of Trust in the same manner as if Grantor had fee simple title to said property as of the date of execution hereof.

TO HAVE AND TO HOLD the Property, unto Trustee and Trustee's successors, substitutes or assigns, in trust and for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto, subject only to the Permitted Exceptions (herein so called) listed on Exhibit B attached hereto (to the extent that the same are valid, subsisting and affect the Property), and Grantor, for Grantor and Grantor's successors, hereby agrees to warrant and forever defend, all and singular, the Property unto Trustee and Trustee's successors or substitutes in this trust against the claim or claims of all persons claiming or to claim the same or any part thereof, subject, however, as aforesaid.

ARTICLE I

THE OBLIGATION

Section 1.01. *Beneficiary*. This Deed of Trust [as used herein, the expression "this Deed of Trust" shall mean this Deed of Trust, Security Agreement - Financing Statement], and all rights, title, interest, liens, security interests, powers and privileges created hereby or arising by virtue hereof, are given to secure payment and performance of the Obligation (as hereinafter defined), including the indebtedness described in Section 1.02 hereof payable to the order of FROST BANK, a Texas state bank ("Beneficiary"), whose mailing address is P.O. Box 1600,

San Antonio, Texas 78296. The word "Beneficiary," as used herein, shall mean Beneficiary named in this Section and all subsequent holders of the Note at the time in question.

Section 1.02. *Obligation*. The word "Obligation," as used herein, shall mean all of the indebtedness, obligations and liabilities described as follows:

(a) the indebtedness evidenced by that certain promissory note (the "Note") of even date herewith, incorporated herein by this reference, executed by Grantor, payable to the order of Beneficiary in the principal amount of Six Million Seven Hundred Thirty-Four Thousand Nine Hundred Seventeen and No/100 Dollars ($6,734,917.00), bearing interest as therein specified, containing an attorney's fee clause, interest and principal being payable as therein specified;

(b) all indebtedness, obligations and liabilities described in or arising pursuant to the provisions of this Deed of Trust, construction loan agreement ("Loan Agreement") any other security agreement, mortgage, deed of trust, collateral assignment, pledge agreement, loan agreement, contract or assignment of any kind, now or hereafter existing, as security for or in connection with payment of the Note or any part thereof and of any other document evidencing, securing or executed in connection with the Obligation as amended, modified or restated, ratified, confirmed, extended or supplemented (herein referred to individually as a "Loan Document" and collectively as the "Loan Documents");

(c) all other and any additional debts, obligations and liabilities of every kind and character of Grantor, whether now or hereafter existing, it being contemplated by Grantor and Beneficiary that Grantor may hereafter become indebted to Beneficiary in further sum or sums provided, however, that this Deed of Trust shall not secure any indebtedness of Grantor to Beneficiary which under any circumstances is prohibited by the Texas Finance Code or any other law; and

(d) any and all renewals, modifications, rearrangements, amendments, extensions or increases of all or any part of the indebtedness, obligations and liabilities described or referred to in Subsections 1.02(a), 1.02(b) and 1.02(c) preceding.

Grantor, and each party at any time claiming an interest in or lien or encumbrance against the Property, agrees that all advances made by Beneficiary from time to time under any of the Loan Documents, and all other portions of the Obligation herein referred to, shall be secured by this Deed of Trust with priority as if all of the same had been advanced, had arisen or became owing or performable on the date of this Deed of Trust. No reduction of the outstanding principal balance under the Note shall extinguish, release or subordinate any rights, titles, interests, liens, security interests, powers or privileges intended, created or arising hereunder or under any other Loan Document, and this Deed of Trust shall remain in full force and effect as to any subsequent advances or subsequently arising portions of the Obligation without loss of priority until the Obligation is fully paid, performed and satisfied, all agreements and obligations, if any, of Beneficiary for further advances have been terminated and this Deed of Trust has been released of record by Beneficiary.

ARTICLE II

CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR

Section 2.01. *Warranties and Representations*. Grantor represents, warrants and undertakes that:

(a) Grantor has full right and authority to execute and deliver this Deed of Trust;

(b) Grantor has, in Grantor's own right, good and indefeasible title in fee simple to the Property free from any encumbrance superior to the indebtedness hereby secured, subject only to the Permitted Exceptions;

(c) no part of the Property is Grantor's homestead of any type or character and this Deed of Trust is and shall continue to be a valid and enforceable lien and security interest against the Property until the Obligation is fully discharged;

(d) Grantor and each guarantor of the Obligation are solvent and no proceeding under any Applicable Bankruptcy Laws (as hereinafter defined) is pending or threatened by or against any of them, or any affiliate of any of them, as a debtor;

(e) if Grantor is a corporation, partnership, limited liability company, trust or other entity, Grantor is and shall until the Obligation is fully discharged continue to be (i) duly organized and validly existing in good standing under the laws of the state of Grantor's organization, and in good standing under Texas law, (ii) in compliance with all conditions prerequisite to Grantor's lawfully doing business in the State of Texas and (iii) possessed of all power and authority necessary to own, encumber and operate the Property;

(f) all Loan Documents executed by Grantor have been duly authorized, executed and delivered by Grantor, and the obligations thereunder and the performance thereof by Grantor in accordance with their terms are within Grantor's powers and are not in contravention of any law, agreement or restriction to which Grantor or the Property is subject;

(g) the loan evidenced by the Note is solely for the purpose of carrying on or acquiring a business of Grantor, and is not for personal, family, household or agricultural purposes;

(h) Grantor's mailing address as set forth herein is true and correct;

(i) all reports, financial statements and other information heretofore furnished to Beneficiary by or on behalf or at the request of Grantor with respect to the Property, Grantor, any guarantor or other party liable for payment or performance of the Obligation

or any part thereof are, and all of the same hereafter furnished to Beneficiary will when furnished be, true, correct and complete in all material respects and do not, or will not, omit any fact, the inclusion of which is necessary to prevent the facts contained therein from being materially misleading;

(j) since the date of the financial statements of Grantor heretofore furnished to Beneficiary, no material adverse change has occurred in the financial condition of Grantor and, except as heretofore disclosed in writing to Beneficiary, Grantor has not incurred any material liability, direct or indirect, fixed or contingent; and

Section 2.02. *Covenants*. Grantor, for Grantor and Grantor's successors and permitted assigns, hereunder covenants, agrees and undertakes to

(a) pay and perform the Obligation in accordance with the terms thereof;

(b) pay or cause to be paid, before delinquent, all taxes and assessments of every kind or character in respect of the Property or any part thereof and, from time to time upon request of Beneficiary, to furnish to Beneficiary evidence satisfactory to Beneficiary of the timely payment of such taxes and assessments and governmental charges (the word "assessments" as used herein includes not only assessments and charges by any governmental body, but also all other assessments and charges of any kind, including, but not limited to, assessments or charges for any utility or utility service, easement, license or agreement upon, for the benefit of, or affecting the Property, and assessments and charges arising under subdivision, condominium, planned unit development or other declarations, restrictions, regimes or agreements);

(c) purchase and maintain policies of insurance with respect to the Property in accordance with the Loan Agreement;

(d) cause all insurance (except commercial general liability insurance) carried in accordance with Subsection 2.02(c) hereof to be payable to Beneficiary as a mortgagee and not as a co-insured, to deliver copies of such policies of insurance to Beneficiary;

(e) pay, or cause to be paid, all premiums for insurance required hereunder at least ten (10) days before such premiums become due, furnish to Beneficiary satisfactory proof of the timeliness of such payments and deliver all renewal policies to Beneficiary at least ten (10) days before the expiration date of each expiring policy;

(f) comply with all federal, state, or municipal laws, rules, ordinances and regulations applicable to the Property and Grantor's ownership, use and operation thereof, and comply with all, and not violate any, easements, restrictions, agreements, covenants and conditions with respect to or affecting the Property or any part thereof;

(g) at all times maintain, preserve and keep the Property in good repair and condition and presenting a first class appearance, and from time to time, make all necessary and proper repairs, replacements and renewals, and not commit or permit any waste on or of the Property, and not to do anything to the Property that may impair its

value and not permit any condition to exist on the Property that would permit an insurer to cancel or increase the premium for any insurance policy or invalidate such policy in whole or in part;

(h) promptly pay all bills for labor and materials incurred in connection with the Property and never permit to be created or to exist in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest on a parity with or superior to any of the liens or security interests hereof;

(i) from time to time, at the request of Beneficiary, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or in any other Loan Document or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements and assignments of rents or leases) and perform such further acts and provide such further assurances as may be necessary, desirable or proper, in Beneficiary's reasonable opinion, to carry out more effectively the purposes of this Deed of Trust and such other instruments and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property; (iii) execute, acknowledge, deliver, procure, and file and/or record any document or instrument (including specifically, but without limitation, any financing statement) deemed advisable by Beneficiary to protect the liens and the security interests herein granted against the rights or interests of third persons, and Grantor will pay all costs connected with any of the foregoing, and (iv) cause the Loan Documents requested by Beneficiary and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded, and refiled in such manner and in such places as Trustee or Beneficiary shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, documentary stamp taxes, fees, and other charges;

(j) continuously maintain Grantor's existence and right to do business in Texas;

(k) INTENTIONALLY DELETED;

(l) at any time and from time to time, furnish promptly upon the request of Beneficiary, a written statement or affidavit, in form satisfactory to Beneficiary, stating the unpaid balance of the Obligation and that there are no offsets or defenses against full payment of the Obligation and the terms hereof, or, if there are any such offsets or defenses, specifying them;

(m) not cause or permit the Accessories or any part thereof, to be removed from the county and state where the Land is located, except items of the Accessories

which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new;

(n) not seek or acquiesce in a zoning reclassification of any portion of the Property or grant any easement, dedication, plat or restriction (or allow any easement to become enforceable by prescription) covering any portion of the Property, or remove, release or terminate any easement, dedication, plat or restriction previously approved by Beneficiary, without Beneficiary's prior written consent; which will not be unreasonably withheld or delayed;

(o) not, without the prior written consent of Beneficiary, consent to any drilling or exploration for or extraction, removal or production of any mineral, natural element, compound or substance from the surface or subsurface of the Land regardless of the depth thereof or the method of mining or extraction thereof and agree to defend, indemnify, save and hold Beneficiary, its officers, agents, servants, employees, successors and assigns harmless from any and all claims, liabilities, losses or expenses which may be incurred by Beneficiary, and any and all other expenses or losses, either direct or consequential, which are attributable, or alleged in any way to be attributable, to the development and exploitation of mineral rights on the Property by Grantor or any other party; and

(p) subject to the provisions of Section 7.07 hereof, pay on demand all reasonable and bona fide out-of-pocket costs, fees and expenses and other expenditures, including, but not limited to, reasonable attorneys' fees and expenses, paid or incurred by Beneficiary or Trustee to third parties incident to this Deed of Trust or any other Loan Document (including, but not limited to, reasonable attorneys' fees and expenses in connection with the negotiation, preparation and execution hereof and of any other Loan Document and any amendment hereto or thereto, any release hereof, any consent, approval or waiver hereunder or under any other Loan Document, the making of any advance under the Note, and any suit to which Beneficiary or Trustee is a party involving this Deed of Trust or the Property) or incident to the enforcement of the Obligation or the exercise of any right or remedy of Beneficiary under any Loan Document.

ARTICLE III

DEFAULTS AND REMEDIES OF BENEFICIARY

Section 3.01. *Default*. The term "Default," as used herein, shall mean the occurrence of any Event of Default as defined in the Loan Agreement.

Section 3.02. *Beneficiary's Remedies Upon Default*. Upon a Default, Beneficiary may, at Beneficiary's option, do any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust, Beneficiary may, but shall not be obligated to any person

to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Obligation, and Grantor promises, upon demand, to pay to Beneficiary, at the place where the Note is payable, all sums so advanced or paid by Beneficiary, with interest from the date when paid or incurred by Beneficiary at the rate provided in the Note for past due payment. No such payment by Beneficiary shall constitute a waiver of any Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens and security interests securing the payment of any debt, claim, tax or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Beneficiary may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration or any other notice or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner whatsoever on the Obligation, declare the entire unpaid balance of the Obligation immediately due and payable, and upon such declaration, the entire, unpaid balance of the Obligation shall be immediately due and payable.

(c) Beneficiary may request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions:

(i) Trustee is hereby authorized and empowered and it shall be Trustee's special duty, upon such request of Beneficiary, to sell the Property or any part thereof, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

(ii) In addition to the rights and powers of sale granted under the preceding provisions of this Subsection, if default is made in the payment of any installment of the Obligation, Beneficiary may, at Beneficiary's option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligation to be due and payable, orally or in writing direct Trustee to enforce this trust and to sell the Property subject to such unmatured indebtedness and to the rights, powers, liens, security interests and assignments securing or providing recourse for payment of such unmatured indebtedness, in the same manner, all as provided in the preceding provisions of this Subsection. Sales made without maturing the Obligation may be made hereunder whenever

there is a default in the payment of any installment of the Obligation, without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection, the unmatured balance of the Obligation or the rights, powers, liens, security interests and assignments securing or providing recourse for payment of the Obligation.

(iii) Sale of a part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligation is paid and performed in full. It is intended by each of the foregoing provisions of this Subsection that Trustee may, after any request or direction by Beneficiary, sell not only the Land and the Improvements, but also the Accessories and other interests constituting a part of the Property or any part thereof, along with the Land and the Improvements or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Property separately from the remainder of the Property. It shall not be necessary to have present or to exhibit at any sale any of the Property.

(iv) After any sale under this Subsection, Trustee shall make good and sufficient deeds, assignments and other conveyances to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property or any part thereof so sold to the purchaser or purchasers with general warranty of title by Grantor. It is agreed that, in any deeds, assignments or other conveyances given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, or as to the occurrence or existence of any Default, or as to the acceleration of the maturity of the Obligation, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by or on behalf of Beneficiary or by or on behalf of Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

(d) Beneficiary may, or Trustee may upon written request of Beneficiary, proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms hereof and of the Note or the Loan Documents, to foreclose the liens and security interests of this Deed of Trust as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Beneficiary, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Property or any part thereof, and of the income, rents, issues and profits thereof.

(f) Beneficiary may enter upon the Land, take possession of the Property and remove the Accessories or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Beneficiary, take possession of any property located on or in the Property which is not a part of the Property and hold or store such property at Grantor's expense.

(g) Beneficiary may require Grantor to assemble the Accessories or any part thereof, and make them available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Grantor and Beneficiary.

(h) After notification, if any, hereafter provided in this Subsection, Beneficiary may sell, lease or otherwise dispose of, at the office of Beneficiary or on the Land or elsewhere, as chosen by Beneficiary, all or any part of the Accessories, in their then condition, or following any commercially reasonable preparation or processing, and each Sale (as used in this Subsection, the term "Sale" means any sale, lease, or other disposition made pursuant to this Subsection) may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale it shall not be necessary to exhibit the Accessories or part thereof being sold. The Sale of any part of the Accessories shall not exhaust Beneficiary's power of sale, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection, or reasonable notification of the time after which any private Sale is to be made pursuant to this Subsection, shall be sent to Grantor and to any other person entitled under the Code (as hereinafter defined) to notice; provided that if the Accessories or part thereof being sold are perishable, or threaten to decline rapidly in value, or are of a type customarily sold on a recognized market, Beneficiary may sell, lease or otherwise dispose of the Accessories, or part thereof, without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for the purposes of this Subsection.

(i) INTENTIONALLY DELETED

(j) Beneficiary may retain the Accessories in satisfaction of the Obligation whenever the circumstances are such that Beneficiary is entitled to do so under the Code.

(k) Beneficiary may buy the Property or any part thereof at any public sale or judicial sale.

(l) Beneficiary may buy the Accessories or any part thereof at any private sale, if the Accessories or part thereof being sold are a type customarily sold in a recognized market or a type subject to widely distributed standard price quotations.

(m) Beneficiary shall have and may exercise any and all other rights and remedies which Beneficiary may have at law or in equity, or by virtue of any Loan Document, or under the Code, or otherwise.

(n) Beneficiary may apply the reserves, if any, required by Section 6.03 hereof toward payment of the Obligation.

Section 3.03. *Beneficiary as Purchaser*. If Beneficiary is the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good title to the Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Obligation and Beneficiary elects that no merger occur.

Section 3.04. *Other Rights of Beneficiary*. Should any part of the Property come into the possession of Beneficiary, whether before or after Default, Beneficiary may use or operate the Property for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Beneficiary in respect of the Property. Grantor covenants promptly to reimburse and pay to Beneficiary on demand, at the place where the Note is payable, the amount of all reasonable expenses (including the cost of any insurance, taxes or other charges) incurred by Beneficiary in connection with Beneficiary's custody, preservation, use or operation of the Property, together with interest thereon from the date incurred by Beneficiary at the rate provided in the Note for past-due principal, and all such expenses, costs, taxes, interest and other charges shall be and become a part of the Obligation. It is agreed, however, that the risk of loss or damage to the Property is on Grantor, and Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured.

Section 3.05. *Possession After Foreclosure*. If the liens or security interests hereof shall be foreclosed by power of Trustee's sale, by judicial action or otherwise, the purchaser at any such sale shall receive, as an incident to Trustee's ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Property so occupied), and anyone occupying such portion of the Property after demand is made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

Section 3.06. *Application of Proceeds*. The proceeds from any sale, lease or other disposition made pursuant to this Article, or the proceeds from any Rents collected by Beneficiary from the Property (except Rents received pursuant to Article V hereof), or the reserves required by Section 6.03 hereof, or sums received pursuant to Section 6.01 hereof, or proceeds from insurance which Beneficiary elects to apply to the Obligation pursuant to Section 6.02 hereof, shall be applied by Trustee, or by Beneficiary, as the case may be, as follows: first, to the payment of all expenses of advertising, selling and conveying the Property or part thereof, including reasonable attorneys' fees; second, to accrued interest on the Obligation; third, to principal on the matured portion of the Obligation; fourth, to prepayment of the unmatured

portion, if any, of the Obligation applied to installments of principal in inverse order of maturity; and fifth, the balance, if any, remaining after the full and final payment and performance of the Obligation, to the person or persons legally entitled thereto.

Section 3.07. *Abandonment of Sale*. In the event a foreclosure hereunder is commenced by Trustee in accordance with Subsection 3.02(c) hereof, Beneficiary may, at any time before the sale, direct Trustee to abandon the sale, and may then institute suit for the collection of the Note and for the foreclosure of the liens and security interests hereof. If Beneficiary should institute a suit for the collection of the Note and for a foreclosure of the liens and security interests hereof, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property or any part thereof in accordance with the provisions of this Deed of Trust.

Section 3.08. *Payment of Fees*. If the Note or any other part of the Obligation shall be collected or enforced by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by an option given to the beneficiary to mature same, or if Beneficiary becomes a party to any suit where this Deed of Trust or the Property or any part thereof is involved, Grantor agrees to pay Beneficiary's reasonable attorneys' and collection fees, and such fees shall be and become a part of the Obligation.

Section 3.09. *Indemnification of Trustee*. Except for gross negligence or willful misconduct, Trustee shall not be liable for any act or omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. GRANTOR SHALL INDEMNIFY TRUSTEE AGAINST ALL LIABILITY AND EXPENSES WHICH TRUSTEE MAY INCUR IN THE PERFORMANCE OF TRUSTEE'S DUTIES HEREUNDER.

Section 3.10. *Substitute Trustee*. Beneficiary may appoint a substitute Trustee (a) if Trustee herein named or any substitute Trustee shall die, resign, or fail, refuse or be unable, for any reason, to make any such sale or to perform any of the trusts herein declared; or (b) at the option of Beneficiary from time to time as often and whenever Beneficiary prefers and with or without any reason or cause. Each appointment shall be in writing, but without the necessity of recordation, notice to Grantor, or any other action or formality. Each substitute trustee so appointed shall thereupon by such appointment become Trustee and succeed to all the estates, titles, rights, powers, trusts and duties of predecessor Trustee. Any such appointment may be executed by Beneficiary or any authorized representative of Beneficiary, and such appointment shall be presumed conclusively to have been executed with due and proper authority. Without limiting the generality of the foregoing, if Beneficiary is a corporation, bank or association, of any type or character, such appointment may be executed in its behalf by any officer of Beneficiary and shall be presumed conclusively to have been executed with due and proper authority without necessity of proof of any action by the board of directors or any superior officer. Wherever herein the word "Trustee" is used, the same shall mean the duly appointed

trustee or substitute trustee hereunder at the time in question. Trustee may resign by written notice to Beneficiary.

ARTICLE IV

SECURITY AGREEMENT AND FINANCING STATEMENT

This Deed of Trust is also a security agreement between Grantor, as debtor, and Beneficiary, as secured party. Grantor hereby grants to Beneficiary and Beneficiary's successors and assigns, a security interest in those portions of the Property, other than the Land and Improvements, which constitute personal property (excluding inventory and other trade or business movable personal property), whether tangible or intangible, and each and every part thereof, and in all proceeds from the sale, lease or other disposition thereof, and in all sums, proceeds, funds and reserves described or referred to in Sections 6.01, 6.02 and 6.03 hereof. However, the grant of a security interest in proceeds shall not be deemed to authorize any action otherwise prohibited herein. In addition to Beneficiary's rights hereunder or otherwise, Beneficiary shall have all of the rights of a secured party under the Texas Business and Commerce Code, as amended (the "Code"). Furthermore, without limiting Beneficiary's rights hereunder, Grantor authorizes Beneficiary to file financing statements and amendments thereto under the provisions of the Code. In addition, Grantor, from time to time, upon each request of Beneficiary, shall promptly (a) execute and deliver to Beneficiary such other documents as required by Beneficiary in order to establish or maintain the validity, perfection or priority of the security interest with respect to the personal property or fixtures; (b) pay to Beneficiary on demand all costs of preparation and filing of financing statements pursuant hereto and all costs of Code searches reasonably required by Beneficiary; and (c) give to Beneficiary a certificate in form satisfactory to Beneficiary listing all trade names of Grantor and under which Grantor operates or intends to operate the Property or any part thereof, and give to Beneficiary advance written notice of any proposed change of any such trade name and of any change of name (or trade name or assumed name), identity or structure of Grantor. A carbon, photographic or other reproduction of this Deed of Trust or of a financing statement executed pursuant hereto is sufficient as a financing statement. This Deed of Trust is, without limitation, intended to be a financing statement filed as a fixture filing with respect to the portions of the Property which are or are to become fixtures, and as mineral, crop and timber filing. The address of Grantor (debtor) is set forth on the first page hereof and the address of Beneficiary (secured party) from whom information concerning the security interest may be obtained, is set forth in Section 1.01 hereof. Grantor is the record owner of the Property. Grantor's jurisdiction of organization is Texas and Grantor's organizational identification number is 801318408, or if no number is inserted, Grantor has none.

ARTICLE V

ASSIGNMENT OF LEASES AND RENTS

Section 5.01. *Assignment of Leases and Rents*.

(a) Grantor hereby assigns to Beneficiary all of Grantor's right, title and interest in and to all current and future Leases (as defined below) and Rents (as defined below) pursuant to the terms of the Texas Assignment of Rents Act (Sections 64.001 et.

seq. of the Texas Property Code) ("TARA"). Except as otherwise defined in this Article V, capitalized terms shall have the same meaning ascribed to them in TARA.

(b) Without in any way limiting Grantor's obligations under the Loan Documents, at any time upon the occurrence and during the continuance of any Default, Beneficiary may deliver written notice as provided in TARA in accordance with Section 7.12 hereof to Grantor and within five (5) days after delivery of such notice, and without further notice and cure period (Grantor hereby waiving the 30 day notice requirement provided for in TARA and any right to withhold any amount permitted under Section 64.060(a) of TARA for expenses), Grantor will remit to Beneficiary payment of all prepaid Rents for future periods, accrued, unpaid Rents and Rents accruing thereafter to Beneficiary, without any deduction, setoff, or other reduction of any kind. Neither this assignment nor the receipt of Rents by Beneficiary shall effect a *pro tanto* payment of the Obligation and no credit shall be given to Grantor for any Rents until the money is actually received and is applied to the Obligation by Beneficiary. No such credit shall be given for any Rents collected or released after foreclosure or other transfer of the Property to Beneficiary or any other third party.

(c) Beneficiary may apply all such sums or any part thereof it receives, after the payment of all of its expenses (including, without limitation, costs and attorneys' fees), to one or more of the following: (i) on the Obligation secured by this Deed of Trust in such manner as Beneficiary elects (without regard to Section 64.058 of the Texas Property Code) until paid in full, whether due or not, (ii) as otherwise permitted under the terms of this Deed of Trust or any of the other Loan Documents, or (iii) as specifically hereafter agreed to with Grantor in writing with respect to the payment received.

The term "Leases" shall mean all existing and future leases, subleases, lettings, licenses, concessions and other agreements (whether written or oral) including, without limitation, any and all extensions, renewals, modifications and replacements thereof, pursuant to which any Tenant is granted a right to possess, use or occupy all or any portion of the Land and/or the Improvements, together with every guarantee of the performance of the Tenant thereunder. The term "Rents" shall mean all rents, income, receipts, revenues, issues, profits and proceeds (including Cash Proceeds) to be derived from Tenants of the Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default under a Lease, all proceeds payable under any policy of insurance covering the loss of Rents resulting from untenantability caused by destruction or damage to the Property or otherwise, and all of Grantor's rights to recover monetary amounts from any Tenant in bankruptcy, including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under any Applicable Bankruptcy Law, together with any sums of money that may now or at any time hereafter become due and payable to Grantor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mineral Leases.

Section 5.02. *Warranties Concerning Leases and Rents*. Grantor represents and warrants that:

(a) Grantor has good title to the Leases and Rents and authority to assign them, and no other person or entity has any right, title or interest therein;

(b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;

(c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged;

(d) no Rents have been or will be anticipated, waived, released, discounted, set off or compromised;

(e) except as indicated in the Leases, Grantor has not received any funds or deposits from any Tenant for which credit has not already been made on account of accrued Rents; and

(f) all Leases shall specify U.S. addresses for notice to Tenants, and prohibit prepayment of Rent more than one month in advance and contain waivers.

Section 5.03. *Grantor's Covenants of Performance*. Grantor covenants to:

(a) perform all of its obligations under the Leases and give prompt notice to Beneficiary of any failure to do so;

(b) give immediate notice to Beneficiary of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases, excluding, however, notices of default under residential leases;

(c) enforce the tenant's obligations under the Leases;

(d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party;

(e) neither create nor permit any encumbrance upon its interest as lessor of the Leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust; and

(f) cause all Leases executed after the date hereof to be expressly made subject to the provisions of TARA and include the following covenants:

(i) that upon the receipt by Tenant of a Notice to Pay Rents to Person Other Than Landlord ("NPROL") provided by Beneficiary pursuant to Section 64.055 of TARA, whether prior to or after a Default, Tenant shall (1) immediately turn over all Rents and Proceeds Beneficiary is entitled to collect under Section 64.053 of TARA; (2) not deduct any portion of the Rents for any purpose, notwithstanding any other provision of TARA, this Deed of Trust or other Loan Document; and (3) shall pay all Rents as they accrue to the Beneficiary; and

(ii) that Tenant waives any right to delay payment of rent contemplated by Section 64.055(d) of TARA or numbered paragraph 3 of the statutory form of NPROL set forth in Section 64.056 of TARA.

Section 5.04. *Prior Approval for Actions Affecting Leases*. Grantor shall not, without the prior written consent of Beneficiary:

(a) receive or collect Rents more than one month in advance;

(b) encumber or assign future Rents;

(c) waive or release any material obligation of any Tenant under the Leases;

(d) cancel, terminate or modify any of the Leases; cause or permit any cancellation, termination or surrender of any of the Leases; or commence any proceedings for dispossession of any Tenant under any of the Leases, except upon default by the Tenant thereunder;

(e) renew or extend any of the Leases, except pursuant to terms in existing Leases;

(f) permit any assignment of the Leases; or

(g) enter into any Leases after the date hereof.

Section 5.05. *Settlement for Termination*. Grantor agrees that no settlement for damages for termination of any of the Leases under any Applicable Bankruptcy Law shall be made without the prior written consent of Beneficiary, and any check in payment of such damages will be made payable to both Grantor and Beneficiary, whether or not a Default then exists.

Section 5.06. *Beneficiary in Possession*. Beneficiary's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Beneficiary, be deemed to constitute Beneficiary a "mortgagee in possession," nor obligate Beneficiary to appear in or defend any proceedings relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Beneficiary. Beneficiary shall not be liable for any injury or damage to any person or property in or about the Property.

Section 5.07. *Appointment of Attorney*. Grantor hereby irrevocably appoints Beneficiary its attorney-in-fact, coupled with an interest, empowering Beneficiary to subordinate any Leases to this Deed of Trust.

Section 5.08. *Indemnification*. Grantor hereby indemnifies and holds Beneficiary (which shall include the directors, officers, partners, employees, representatives and agents of Beneficiary and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Beneficiary) harmless from all liability, damage or expense

imposed on or incurred by Beneficiary from any claims under the Leases, including, without limitation, any claims by Grantor with respect to payments of Rents made directly to Beneficiary after Default and claims by any tenant for security deposits or for rental payments more than one (1) month in advance and not delivered to Beneficiary. All amounts indemnified against hereunder, including, without limitation, attorneys' fees, if paid by Beneficiary shall bear interest at the maximum lawful rate and shall be payable by Grantor in accordance with Section 1.01 hereof. The foregoing indemnities shall not terminate upon the foreclosure, release or other termination of this Deed of Trust but will survive foreclosure of this Deed of Trust or conveyance in lieu of foreclosure and the repayment of the Obligation and the discharge and release of this Deed of Trust and the other Loan Documents.

Section 5.09. *Records*. Upon request by Beneficiary, Grantor shall deliver to Beneficiary executed copies of all Leases, Rent rolls in a format acceptable to Beneficiary and copies of all records relating thereto.

Section 5.10. *Merger*. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Beneficiary.

Section 5.11. *Right to Rely*. Grantor hereby irrevocably authorizes and directs the Tenants to pay Rents, including all accrued, but unpaid Rents to Beneficiary upon receipt of written notice from Beneficiary as provided in TARA, without further consent of Grantor. Any such payment to Beneficiary shall constitute payment to Grantor under the Leases. The provisions of this Section are intended solely for the benefit of the Tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a Tenant who has not received such notice. The assignment of Rents set forth in Section 5.01 is not contingent upon any notice or demand by Beneficiary to the Tenants.

ARTICLE VI

SPECIAL PROVISIONS

Section 6.01. *Condemnation Proceeds*. Beneficiary shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Property. All such sums are hereby assigned to Beneficiary and Grantor shall, upon request of Beneficiary, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Beneficiary to collect and receipt for any such sums. Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums received by Beneficiary as a result of condemnation shall be applied to installments on the Obligation in inverse order of maturity. If there shall occur any condemnation of a part of the Property, and if (i) in the judgment of Beneficiary the Property can be restored, within a reasonable time and in any event prior to the date which is six (6) months prior to the maturity of the Obligation, to an economic unit not less valuable than the same was prior to such condemnation and adequately securing the obligation, and (ii) Beneficiary

receives assurances satisfactory to Beneficiary that tenancies or other sources of revenue from the Property will continue in full force and effect after restoration subject only to rent abatement during the period when any leased premises are untenantable, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of condemnation, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.

Section 6.02. *Insurance Proceeds*. The proceeds of any and all insurance upon the Property shall be collected by Beneficiary and Beneficiary shall have the option, in Beneficiary's sole discretion, to apply any proceeds so collected either to the restoration of the Property or to the liquidation of the Obligation. If there shall occur any insured damage to or destruction of the Property or any part thereof, and if (i) in the judgment of Beneficiary the Property can be restored, within a reasonable time and in any event prior to a date which is six (6) months prior to the maturity of the Obligation, to an economic unit not less valuable than the same was prior to such insured casualty and adequately securing the obligation, and (ii) Beneficiary receives assurances satisfactory to Beneficiary that tenancies or other sources of revenue from the Property will continue in full force and effect after restoration subject only to rent abatement during the period when any leased premises are untenantable, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of insurance, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.

Section 6.03. *Reserve for Taxes, Assessments and Insurance Premiums*. Upon Grantor's failure to perform the covenants of this Deed of Trust concerning the delivery to Beneficiary of evidence of the payment of taxes and insurance premiums on the Property and upon written request by Beneficiary, Grantor shall create a fund or reserve for the payment of all insurance premiums, taxes and assessments against or affecting the Property by paying to Beneficiary, on the first day of each calendar month prior to the maturity of the Note, a sum equal to the premiums that will next become due and payable on the property insurance policies covering the Property or any part thereof, plus taxes and assessments next due on the Property or any part thereof as estimated by Beneficiary, less all sums paid previously to Beneficiary therefor divided by the number of months to elapse before one (1) month prior to the date when such premiums, taxes and assessments will become due; such sums to be held by Beneficiary without interest, unless interest is required by applicable law, for the purposes of paying such premiums, taxes and assessments. Any excess reserve shall, at the discretion of Beneficiary, be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the Note by the maker thereof, and any deficiency shall be paid by Grantor to Beneficiary on or before the date when such premiums, taxes and assessments shall become delinquent. In the event there exists deficiency in such fund or reserve at any time when taxes, assessments or insurance premiums are due and payable, Beneficiary may, but shall not be obligated to, advance the amount of such deficiency on behalf of Grantor and such amounts so advanced shall become a part of the Obligation, shall be immediately due and payable, and shall bear interest at the rate provided in the Note from the date of such advance through and including the date of repayment. Transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

Section 6.04. *Right to Accelerate Upon Transfer*. Subject to the provisions of Section 6.11 below, if Grantor shall sell, convey, assign or transfer all or any part of the Property or any interest therein or any beneficial interest in Grantor, Beneficiary may, at Beneficiary's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner on the Obligation, declare the Obligation to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Obligation shall be immediately due and payable. Beneficiary may, in Beneficiary's sole discretion and at Grantor's request, decide not to exercise said option, in which event Beneficiary's forbearance may be predicated on such terms and conditions as Beneficiary may, in Beneficiary's sole discretion require, including, but not limited to, Beneficiary's approval of the transferee's creditworthiness and management ability, the execution and delivery to Beneficiary by transferee prior to the sale, transfer, assignment or conveyance of a written assumption agreement containing such terms as Beneficiary may require, including, but not limited to, a payment of a part of the principal amount of the Obligation, an increase in the rate of interest payable by the Obligation, the payment of an assumption fee, a modification of the term of the Obligation and such other terms as Beneficiary may require, or Beneficiary may require any of such modifications of the terms of the Obligation without requiring an assumption thereof by the transferee. Should the Property be sold, traded, transferred, assigned, exchanged or otherwise disposed of without the prior written consent of Beneficiary and should payment of any portion of the Obligation thereafter be accepted by Beneficiary, such acceptance shall not be deemed a waiver of the requirement of Beneficiary's consent in writing thereto or with respect to any other sale, trade, transfer, assignment, exchange or other disposition. Notwithstanding the foregoing, said option shall not apply in case of sales or transfers of items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new.

Section 6.05. *Subordinate Financing*. If Grantor, without the prior written consent of Beneficiary, executes or delivers any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Property (hereinafter called "Subordinate Mortgage"), Beneficiary may, at Beneficiary's option, which option may be exercised at any time following such pledge, security agreement, mortgage or deed of trust, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner on the Obligation, declare the Obligation to be immediately due and payable. In the event of consent by Beneficiary to the granting of a Subordinate Mortgage, or in the event the above-described right of Beneficiary to declare the Obligation to be immediately due and payable upon the granting of a Subordinate Mortgage without the prior written consent of Beneficiary is determined by a court of competent jurisdiction to be unenforceable under the provisions of any applicable law, Grantor will not execute or deliver any Subordinate Mortgage unless (i) it shall contain express covenants to the effect: (a) that the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the liens and security interests evidenced by this Deed of Trust and each term and provision hereof, including, without limitation, the Assignment of Leases and Rents; (b) that if any action or proceeding shall be instituted to foreclose the

Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Property will be named as a party defendant, nor will any action be taken with respect to the Property which would terminate any Lease without the prior written consent of Beneficiary; (c) that the Rents, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the Obligation, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby, and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation and maintenance of the Property; and (d) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding; and (ii) a copy thereof shall have been delivered to Beneficiary not less than ten (10) days prior to the date of the execution of such Subordinate Mortgage.

Section 6.06. *Environmental Matters; Compliance with Laws*. Grantor warrants and represents to Beneficiary that (a) the occupancy, operation, and use of the Property shall not violate any applicable law, statute, ordinance, rule, regulation, order, writs, injunctions, decrees, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (of record or otherwise) affecting the Property, including, without limitation, applicable zoning ordinances and building codes, the Americans with Disabilities Act of 1990, flood disaster laws and Applicable Environmental Laws, as they maybe amended from time to time (hereinafter sometimes collectively called the "Applicable Regulations"); (b) Grantor and any lessee of space from Grantor in the Property shall obtain all permits, licenses, or similar authorizations required by reason of any Applicable Regulations relating to pollution and the protection of health and the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each is amended from time to time; and (c) the use that Grantor intends to make, or intends to allow, of the Property will not result in the disposal of or release of any hazardous substance or solid waste onto or into the Property, or any part thereof, in violation of any Applicable Environmental Laws. The terms (as used in this Deed of Trust) "hazardous substance" and "release" have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined thereby, the broader meaning shall apply to this provision after the effective date of the amendment. Moreover, to the extent that Texas law establishes a meaning for "hazardous substance", "release", "solid waste", or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply.

Grantor agrees to give prompt written notices to Beneficiary of: (i) any proceeding or inquiry by any governmental or nongovernmental entity or person with respect to the presence of any hazardous substance on, in, under, from or about the Property, the migration thereof from or to other property, the disposal, storage, or treatment of any hazardous substance generated or

used on, under or about the Property, (ii) all claims made or threatened by any third party against Grantor or the Property or any other owner or operator of the Property relating to any loss or injury resulting from any hazardous substance, and (iii) Grantor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any investigation or cleanup of the Property pursuant to any Applicable Environmental Law. Grantor shall permit Beneficiary to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Property in connection with any Applicable Environmental Law or hazardous substance, and Grantor shall pay all attorneys' fees incurred by Beneficiary in connection therewith. If any remedial work is required by Applicable Environmental Law or is reasonably necessary in the opinion of Beneficiary, Grantor shall commence and thereafter diligently prosecute to completion all such remedial work within thirty (30) days after written demand by Beneficiary for performance thereof (or such shorter period of time as may be required under any Applicable Environmental Law). All remedial work shall comply with Applicable Environmental Laws after consultation and approval by the governing authority under the Applicable Environmental Law. Remedial work shall be performed by contractors approved in advance by Beneficiary, and under the supervision of a consulting engineer approved by Beneficiary. All costs and expenses of such remedial work shall be paid by Grantor including, without limitation, Beneficiary's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such remedial work. If Grantor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such remedial work, Beneficiary may, but shall not be required to, cause such remedial work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Obligation.

Beneficiary (through its officers, employees and agents) upon the occurrence of a Default under the terms of this Deed of Trust or any of the Loan Documents, or if Beneficiary, in its sole discretion, reasonably believes an environmental condition might exist on the Property, may employ persons (the "Site Reviewers") to conduct environmental site assessments ("Site Assessments") on the Property to determine whether or not there exists on the Property any environmental condition which might result in any liability, cost or expense to the owner, occupier or operator of the Property arising under the Applicable Environmental Laws. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Beneficiary (so as not to unreasonably interfere with the operation of the Property). The Site Reviewers are authorized at their own risk to enter upon the Property and to perform above and below-the-ground testing (including, without limitation, taking of core samples) to determine environmental damage or presence of any hazardous substance or solid waste in, on or under the Property and such other tests as may be necessary or desirable, in the opinion of the Site Reviewers, to conduct Site Assessments. Grantor will supply to the Site Reviewers such historical and operational information available to Grantor regarding the Property as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing such Site Assessments will be paid by Grantor upon demand of Beneficiary, which, if not paid, will be added to the indebtedness secured by this Deed of Trust.

GRANTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY BENEFICIARY) AND HOLD BENEFICIARY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS AND ALL PARTIES ACTING ON BEHALF OF BENEFICIARY (THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST, AND REIMBURSE INDEMNIFIED PARTIES WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY INDEMNIFIED PARTY AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY VIOLATION OF AN APPLICABLE ENVIRONMENTAL LAW AND ALL MATTERS ARISING OUT OF ACTS, OMISSIONS, EVENTS, OR CIRCUMSTANCES RELATING TO THE PROPERTY, GRANTOR OR GRANTOR'S BUSINESS (INCLUDING, WITHOUT LIMITATION, THE PRESENCE ON THE PROPERTY OR RELEASE FROM OR TO THE PROPERTY OF HAZARDOUS SUBSTANCES OR SOLID WASTES DISPOSED OF OR OTHERWISE RELEASED AND GRANTOR'S BREACH OF ANY OF ITS COVENANTS, REPRESENTATIONS OR INDEMNITIES UNDER THIS PROVISION), REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT, OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW AT THE TIME OF THE EXISTENCE OR OCCURRENCE. THE REPRESENTATIONS, COVENANTS, WARRANTIES AND INDEMNIFICATIONS HEREIN CONTAINED SHALL SURVIVE THE RELEASE AND/OR JUDICIAL OR NON-JUDICIAL FORECLOSURE (OR TRANSFER IN LIEU THEREOF) OF THE LIEN OF THIS DEED OF TRUST.

Section 6.07. *Appraisals*. Upon written request of Beneficiary, Grantor agrees to reimburse Beneficiary for the full cost of narrative appraisals of the Property, such appraisals being required from time-to-time in Beneficiary's sole discretion to re-evaluate the current value of the Property due to (a) a deterioration of Grantor's revenue from the Property, (b) an increase in Grantor's operating expenses for the Property, or (c) other events which would suggest a deterioration in the value of the Property. Each appraisal shall be ordered directly by Beneficiary from an appraiser satisfactory to Beneficiary and shall be in form and substance necessary to comply with all laws and regulations affecting Beneficiary. Grantor shall reimburse Beneficiary for any requested appraisal expense within thirty (30) days from the date of the written request by Beneficiary. Appraisals may be ordered by Beneficiary at any time in its sole discretion, but Grantor is required to reimburse Beneficiary for only one appraisal in any calendar year. Failure of Grantor to reimburse Beneficiary for any requested appraisal (not to exceed one appraisal in any twelve month period) shall constitute a Default under this Deed of Trust.

Section 6.08. *Waiver of Deficiency Statute*.

(a) In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Grantor agrees as follows. Notwithstanding the provisions of Section 51.003, 51.004 and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Grantor agrees that Beneficiary shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the Note equal to the difference between the amount owing

on the Note and the amount for which the Property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or any guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(b) Alternatively, in the event the waiver provided for in subsection (a) above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004 and 51.005 of the Texas Property Code (as amended from time to time): (i) the Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve (12) months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorneys' fees, and marketing costs; (iv) the gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

Section 6.09. *Collateral Protection Notice*. In case of Grantor's failure to keep the Property properly insured as required herein, Beneficiary, after notice to Grantor, at its option may (but shall not be required to) acquire such insurance as required herein at Grantor's sole expense. **TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (A) GRANTOR IS REQUIRED TO (i) KEEP THE MORTGAGED PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT SPECIFIED HEREIN; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER OR OTHERWISE AS PROVIDED HEREIN; AND (iii)**

NAME BENEFICIARY AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS AS PROVIDED HEREIN; (B) SUBJECT TO THE PROVISIONS HEREOF, GRANTOR MUST, IF REQUIRED BY BENEFICIARY, DELIVER TO BENEFICIARY A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) SUBJECT TO THE PROVISIONS HEREOF, IF GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED IN THE FOREGOING SUBPARTS (A) OR (B), BENEFICIARY MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF GRANTOR AT GRANTOR'S EXPENSE.

Section 6.10. *Contest of Certain Claims*. Notwithstanding the provisions of Subsections 2.02(b) or 2.02(h) hereof, Grantor shall not be in default for failure to pay or discharge any tax, assessment, or mechanic's or materialman's lien asserted against the Property if, and so long as, (a) Grantor shall have notified Beneficiary of same within five days of obtaining knowledge thereof; (b) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same and the sale of the Property or any part thereof, to satisfy the same; (c) Grantor shall have furnished to Beneficiary a cash deposit, or an indemnity bond satisfactory to Beneficiary with a surety satisfactory to Beneficiary, in the amount of the tax, assessment or mechanic's or materialman's lien claim, plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, to assure payment of the matters under contest and to prevent any sale or forfeiture of the Property or any part thereof; (d) Grantor shall promptly upon final determination thereof pay the amount of any such tax, assessment or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith; (e) the failure to pay the tax, assessment or mechanic's or materialman's lien claim does not constitute a default under any other deed of trust, mortgage or security interest covering or affecting any part of the Property; and (f) notwithstanding the foregoing, Grantor shall immediately upon request of Beneficiary pay (and if Grantor shall fail so to do, Beneficiary may, but shall not be required to, pay or cause to be discharged or bonded against) any such tax, assessment or claim notwithstanding such contest, if in the reasonable opinion of Beneficiary the Property shall be in jeopardy or in danger of being forfeited or foreclosed.

Section 6.11. *Partial Release Provision.* Notwithstanding any other language contained herein to the contrary, and provided that Grantor is not otherwise in default in connection with the Obligation, Grantor shall, from time to time, be entitled to partial releases from the lien created by this Deed of Trust on portions of the Property as designated by Grantor in the manner set forth below on the payment of the amounts indicated. Partial releases shall be subject to the following conditions:

(a) Releases shall be permitted only as to the individual lots as detailed below and on Exhibit C attached hereto and made a part hereof for all purposes ("Lots"), each of which must be platted to the satisfaction of the Lender for commercial development.

(b) A Lot shall be released upon the payment to Lender of a principal reduction in accordance with the release schedule as set forth below. For purposes of this section, "net sales proceeds" shall be defined as gross sales proceeds less reasonable and necessary closing costs and commissions not to exceed eight percent (8%) of the sales

contract amount. Any deviation from the release schedule must be specifically approved by Lender.

(c) Each application for a partial release must be in writing and must be accompanied by a legal description and a survey of the Lot to be released.

(d) All expenses relating to a partial release, specifically including, without limitation, survey costs, legal fees, and recording fees, shall be borne solely by Borrower.

HAYS COMMERCE CENTER LOT RELEASE SCHEDULE						
Lot ID	Acreage	Square Feet	Base Release Price PSF	Base Release Total Price	Disposition Timing	Governed by Greater of BRP or Net Sale Proceeds
A1	3.392	147,756	$ 7.00	$ 1,034,289	7/1/19/-6/30/20	Yes
A2	11.716	510,349	$ 3.50	$ 1,786,221	7/1/18/-6/30/19	No
B1	5.091	221,764	$ 3.50	$ 776,174	7/1/17/-6/30/18	No
B2	4.950	215,622	$ 3.50	$ 754,677	7/1/17/-6/30/18	No
B3	3.394	147,843	$ 3.50	$ 517,449	7/1/17/-6/30/18	No
C1	2.974	129,547	$ 6.00	$ 777,285	7/1/18/-6/30/19	Yes
C2	1.880	81,893	$ 6.00	$ 491,357	7/1/20/-6/30/21	Yes
C3	5.115	222,809	$ 5.60	$ 1,247,733	7/1/21/-6/30/22	Yes
C4	1.429	62,247	$ 14.00	$ 871,461	7/1/19/-6/30/20	Yes
C5	1.515	65,993	$ 14.00	$ 923,908	7/1/20/-6/30/21	Yes
Cavalier Sub	4.203	183,083	$ -	$ -		NA - Pond
D1	1.214	52,882	$ 10.00	$ 528,818	7/1/21/-6/30/22	Yes
D2	1.191	51,880	$ 10.00	$ 518,800	7/1/21/-6/30/22	Yes
D3	2.024	88,165	$ 10.00	$ 881,654	7/1/21/-6/30/22	Yes
D4	1.129	49,179	$ 4.50	$ 221,307	7/1/20/-6/30/21	Yes
D5	3.251	141,614	$ -	$ -		NA - Pond
D6B	12.819	558,396	$ 3.69	$ 2,060,480	7/1/18/-6/30/19	No
D7	5.770	251,341	$ -	$ -		NA - Pond
D8	2.430	105,851	$ 6.00	$ 635,105	7/1/21/-6/30/22	Yes
D9	1.521	66,255	$ 14.00	$ 927,567	7/1/19/-6/30/20	Yes
	77.008	**3,354,468**		**$14,954,283**		

ARTICLE VII

MISCELLANEOUS

Section 7.01. *Covenants Running with the Land; Release*. The Obligation contained in this Deed of Trust and the other Loan Documents are intended by Grantor, Beneficiary, and Trustee to be, and shall be construed as, covenants running with the Property until the lien of this Deed of Trust has been fully released by Beneficiary. If the Obligation is paid in full in accordance

with the terms of this Deed of Trust and the Loan Documents, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this conveyance shall become null and void and be released at Grantor's request and expense and Beneficiary shall have no further obligation to make advances under and pursuant to the provisions hereunder or in the Loan Documents.

Section 7.02. *Rights Cumulative*. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or in equity (including, without limitation, those granted by the Code and applicable to the Property or any portion thereof), and the same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligation or any part thereof, or against any one or more of them, or against the Property, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. All rights and remedies of Beneficiary hereunder and under the other Loan Documents shall extend to any period after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Property.

Section 7.03. *Waiver*. Any and all covenants in this Deed of Trust may, from time to time, by instrument in writing signed by Beneficiary and delivered to Grantor, be waived to such extent and in such manner as Beneficiary may desire, but no such waiver shall ever affect or impair Beneficiary's rights, remedies, powers, privileges, liens, titles and security interests hereunder except to the extent so specifically stated in such written instrument. No waiver of any Default on the part of Grantor or a breach of any of the provisions of this Deed of Trust or of any Loan Document shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. No notice to or demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. The granting of any consent or approval by Beneficiary shall be limited to the specific instance and shall not waive or exhaust the requirement of consent or approval in any other instance. Except as otherwise specified herein, in any instance hereunder where Beneficiary's approval or consent is required or the exercise of Beneficiary's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Beneficiary, and Beneficiary shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of the request or of Beneficiary's judgment.

Section 7.04. *Payments*. Remittances in payment of any part of the Obligation other than in the required amount in funds immediately available at the place where the Note is payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Beneficiary in funds immediately available at the place where the Note is payable (or such other place as Beneficiary, in Beneficiary's sole discretion, may have established by delivery of written notice thereof to Grantor) and shall be made and

accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Beneficiary of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default.

Section 7.05. *Exceptions to Covenants*. Grantor shall not be deemed to be permitted to take any action or to fail to take any action with respect to any particular covenant or condition contained herein or in any of the Loan Documents if the action or omission would result in the breach of any other covenant or condition contained herein or in any of the Loan Documents which has not been specifically waived or consented to by Beneficiary, nor shall Beneficiary be deemed to have consented to any such act or omission if the same would provide cause for acceleration of the Obligations as a result of the breach of any other covenant or condition contained herein or in any of the Loan Documents which has not been specifically waived or consented to by Beneficiary.

Section 7.06. *Change of Security*. Any part of the Property may be released, regardless of consideration, by Beneficiary from time to time without impairing, subordinating or affecting in any way the lien, security interest and other rights hereof against the remainder. The lien, security interest and other rights granted hereby shall not be affected by any other security taken for the Obligation or any part thereof. The taking of additional collateral, or the amendment, extension, renewal, increase or rearrangement of the Obligation or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser or guarantor or improve the right of any junior lienholder; and this Deed of Trust, as well as any instrument given to secure any amendment, renewal, extension, increase or rearrangement of the Obligation or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Property not expressly released until the Obligation is fully paid and performed and discharged.

Section 7.07. *Controlling Agreement*. The parties hereto intend to conform strictly to the applicable usury laws. All agreements between Grantor (and any other party liable for any part of the Obligation) and Beneficiary, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no event whatsoever, whether by reason of acceleration of the maturity of the Obligation or otherwise, shall the interest contracted for, charged or received by Beneficiary hereunder or otherwise exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary shall be reduced automatically to the maximum amount permitted under applicable law. If Beneficiary shall ever receive anything of value deemed interest under applicable law which would apart from this provision be in excess of the maximum lawful amount, the amount which would have been excessive interest shall be applied to the reduction of the principal amount owing on the Obligation in inverse order of maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid principal balance of the Obligation, such excess shall be refunded to Grantor, or to the maker of the Note or other evidence of indebtedness if other than Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term, including any renewal or

extension, of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law.

Section 7.08. *Effect of Transfer on Grantor's Liability*. If the ownership (legal or beneficial) of the Property or any part thereof becomes vested in a person other than Grantor, or in the event of a change in ownership (legal or beneficial) of any Grantor other than an individual, Beneficiary may, without notice to or consent of Grantor or Grantor's successors, deal with such successor or successors in interest with reference to this Deed of Trust and the Obligation either by way of forbearance on the part of Beneficiary, or extension of time of payment of the Obligation, or release of all or any part of the property or any other property securing payment of the Obligation, or otherwise, without in any way modifying or affecting Beneficiary's rights and liens hereunder or the liability of Grantor or any other party liable for payment of the Obligation, in whole or in part.

Section 7.09. *Waiver of Right to Marshal*. Grantor hereby waives all rights of marshaling in the event of any foreclosure of the liens and security interests hereby created.

Section 7.10. *Subrogation*. To the extent that proceeds of the Obligation are used to renew, extend or pay any outstanding debt or to perform any obligation, such proceeds have been advanced by Beneficiary at Grantor's request, and Beneficiary shall be subrogated to all liens, security interests, rights, priorities, powers, titles, equities and interests owned or held by any owner or holder of such outstanding debt or obligation, however remote, irrespective of whether the same are released of record, and all of the same are recognized as valid and subsisting and are renewed, continued and preserved in force to secure the Obligation; provided, however, that if and to the extent Beneficiary desires in each case, the terms and provisions hereof and of the other Loan Documents shall govern the rights and remedies of Beneficiary and shall supersede the terms, provisions, rights, and remedies under any lien, security interest, charge or other encumbrance to which Beneficiary is subrogated hereunder.

Section 7.11. *Reliance by Beneficiary*. Grantor recognizes and acknowledges that in entering into the loan transaction evidenced by the Loan Documents and accepting this Deed of Trust, Beneficiary is expressly and primarily relying on the truth and accuracy of the foregoing warranties and representations set forth in Section 2.01 hereof without any obligation to investigate the Property and notwithstanding any investigation of the Property by Beneficiary; that such reliance exists on the part of Beneficiary prior hereto; that such warranties and representations are a material inducement to Beneficiary in making the loan evidenced by the Loan Documents and the acceptance of this Deed of Trust; and that Beneficiary would not be willing to make the loan evidenced by the Loan Documents and accept this Deed of Trust in the absence of any of such warranties and representations.

Section 7.12. *Notice*. (a) All notices, requests, demands or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof and will be deemed to have been received either, in the case of personal delivery, as of the time of personal delivery, in the case of

expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party will have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least 30 days prior to the effective date of such new address. (b) Beneficiary and Grantor agree that no notices or other communications by electronic means between such parties or their representatives in connection with this Deed of Trust or any instrument executed in connection herewith shall constitute a transaction, agreement, contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions, unless otherwise specifically agreed to in writing.

Section 7.13. *Enforceability*. If any provision of this Deed of Trust or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Deed of Trust nor the application of such provision to any other person or circumstances shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the Obligation, the portion of the Obligation which as the result of such invalidity or unenforceability is no longer secured by the liens and security interests herein granted shall be completely paid prior to the payment of the portion, if any, of the Obligation which shall continue to be secured hereunder, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation.

Section 7.14. *Binding Effect*. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto and shall be covenants running with the Land. The term "Grantor" shall include in their individual capacities and jointly all parties hereinabove named a Grantor. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and, if more than one, of each party named a Grantor hereinabove, and each such party's heirs, personal representatives, successors and assigns. Each party who executes this Deed of Trust and each subsequent owner of the Property or any part thereof (other than Beneficiary), covenants and agrees that it will perform, or cause to be performed, each term, provision, covenant and condition of this Deed of Trust.

Section 7.15. *Headings; Construction*. The headings which have been used throughout this Deed of Trust have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Deed of Trust. Words of any gender used in this Deed of Trust shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Deed of Trust shall refer to the entire Deed of Trust and not to any particular provision or section.

Section 7.16. *Counterparts*. To facilitate execution, this Deed of Trust may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Deed of Trust to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

Section 7.17. *Controlling Law; Venue*. This Deed of Trust is executed and delivered as an incident to a lending transaction negotiated and consummated in Bexar County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Grantor, for itself and its successors and assigns, hereby irrevocably (a) submits to the nonexclusive jurisdiction of the state and federal courts in Texas, (b) waives, to the fullest extent permitted by law, and objection that it may now or in the future have to the laying of venue of any litigation arising out of or in connection with any Loan Document brought in the District Court of Bexar County, Texas, or in the United States District Court for the Western District of Texas, San Antonio, Division, (c) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (d) agrees that any legal proceeding against any party to any Loan Document arising out of or in connection with any of the Loan Documents may be brought in one of the foregoing courts. Nothing herein shall affect the right of Beneficiary to serve process in any manner permitted by law or shall limit the right of Beneficiary to bring any action or proceeding against Grantor or with respect to any of Grantor's property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Grantor acknowledges that these waivers are a material inducement to Beneficiary's agreement to enter into agreements and obligations evidenced by the Loan Documents that Beneficiary has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. The waivers in this section are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of the applicable Loan Document. In connection with any litigation, this Deed of Trust may be filed as a written consent to a trial by the court.

Section 7.18. *Purpose*. The Note is given in part in renewal and extension of all sums left owing and unpaid by Grantor herein upon that one certain promissory note in the principal sum of $7,920,000.00, dated May 20, 2015, executed by Grantor and payable to the order of Beneficiary, more fully described in and secured by a Deed of Trust, Security Agreement –Financing Statement of even date therewith, duly recorded in Volume 5220, Page 524 of the Official Public Records of Real Property of Hays County, Texas, upon the Property, which lien is hereby expressly acknowledged by Grantor to be a valid and subsisting lien against the Property, and it is expressly

agreed that said lien is hereby renewed, extended and continued in full force and effect to secure the payment of the Note. The Note is also given for certain sums to be advanced for construction of Improvements pursuant to the Loan Agreement. This Deed of Trust is a construction mortgage as that term is defined in the Texas Business and Commerce Code.

(Remainder of this page is intentionally blank.
Signatures appear on next page.)

EXECUTED to be effective as of the date first above written.

GRANTOR:

RR HPI, LP,
a Texas limited partnership

By: RR HPI GP, Inc.
a Texas corporation,
its general partner

By:_____
Richard S. Hill, President

Schedule of Exhibits:

Exhibit A - Land
Exhibit B - Permitted Exceptions

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 day of April, 2018, by Richard S. Hill, President of RR HPI GP, Inc., a Texas corporation, general partner of RR HPI, LP, a Texas limited partnership on behalf of said limited liability company on behalf of said limited partnership.

Notary Public in and for the State of Texas

MARY JANE OROSCO
Notary Public
STATE OF TEXAS
Notary ID#1896513
My Comm. Exp. Aug. 13, 2019

Signature Page

EXHIBIT A
TO
DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

Property

TRACT 1:

Lot(s) 2, Block A, CAVALIER SUBDIVISION, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 18, Page(s) 123 of the Plat Records of Hays County, Texas.

TRACT 2:

Lot(s) 1, Block C, HAYS COMMERCE PHASE 1, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded under Document No. 16034148 of the Official Public Records of Hays County, Texas.

TRACT 3:

Lots 1 and 2, Block A and Lots 1, 2 and 3, Block B; HAYS COMMERCE PHASE 2A, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded under Document No. 16034294 of the Official Public Records of Hays County, Texas.

TRACT 4:

Lot(s) 2, 3, 4 and 5, Block C; and Lots 1, 2, 3, 4, 5, 6B, 7, 8 and 9, Block D, HAYS COMMERCE PHASE 3, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded under Document No. 18006127 of the Official Public Records of Hays County, Texas.

EXHIBIT B
TO
DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

Permitted Exceptions

1. The following restrictive covenants of record itemized below:

   Volume 18, Page(s) 123 of the Plat Records (TRACT 1);
   Volume 1772, Page 570 of the Official Public Records (TRACTS 1, 2, 3 and 4);
   Volume 4205, Page 234 of the Official Public Records (TRACT 4)
   Document No. 16034148 of the Official Public Records (TRACT 2);
   Document No. 16034481 of the Official Public Records (ALL TRACTS);
   Document No. 16034294 of the Official Public Records (TRACT 3);
   Document No. 18006127 of the Official Public Records (TRACT 4);
   all as recorded in Hays County, Texas.

2. a. Drainage and public utility easement across the entirety of subject property, as shown by the Plat(s) recorded in Volume 18, Page 123 of the Plat Records of Hays County, Texas. (TRACT 1)

   b. Public utility easement 15 feet in width along all street right of way property lines, 5 feet in width along all side property lines and 10 feet in width along all rear property line(s), as stated on the Plat(s) recorded in Volume 18, Page 123 of the Plat Records of Hays County, Texas. (TRACT 1)

   c. Intentionally Deleted.

   d. Intentionally Deleted.

   e. Drainage easement 15 feet in width across the east portion of property near the F.M.967 property line(s), as shown by the Plat(s) recorded under Document No(s). 16034148 of the Official Public Records of Hays County, Texas. (TRACT 2)

   f. Wastewater easement 15 feet in width across the east portion of property near the F.M.967 property line(s), as shown by the Plat(s) recorded under Document No(s). 16034148 of the Official Public Records of Hays County, Texas. (TRACT 2)

   g. Water easement 15 feet in width along the southwest property line(s), as shown by the Plat(s) recorded under Document No(s). 16034148 of the Official Public Records of Hays County, Texas. (TRACT 2)

h. Public utility easement 15 feet in width along all street right of way property line(s), 5 feet in width along the side property lines, and 10 feet in width along rear property lines, as stated on the Plat(s) recorded under Document No(s). 16034148 of the Official Public Records of Hays County, Texas. (TRACT 2)

i. Building setback 35 feet in width along the F.M.967 property line(s), as shown by the Plat(s) recorded under Document No(s). 16034148 of the Official Public Records of Hays County, Texas. (TRACT 2)

j. Any and all easements and building setbacks shown on Plat(s) recorded under Document No(s). 16034294 of the Official Public Records of Hays County, Texas. (TRACTS 3 AND 4)

k. Public utility easement 15 feet in width along all street right of way property line(s), 5 feet in width along the side property lines, and 10 feet in width along rear property lines, as stated on the Plat(s) recorded under Document No(s). 16034294, further affected by instrument recorded under Document No. 18013020 of the Official Public Records of Hays County, Texas. (TRACTS 3 AND 4)

l. An undivided 1/16 royalty interest in all oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 119, Page 373 and Volume 124, Page 351 of the Deed Records of Hays County, Texas. Said mineral estate not traced further herein. (TRACT 4)

m. Intentionally Deleted.

n. Communications easement (blanket) granted to General Telephone Company of the Southwest by instrument dated December 16, 1960, recorded in Volume 185, Page 220 of the Deed Records of Hays County, Texas. (TRACTS 1, 2, 3 and 4)

o. Underground facilities easement granted to Southwestern Bell Telephone Company, by instrument dated August 1, 1973, recorded in Volume 261, Page 490 of the Deed Records of Hays County, Texas. (TRACTS 1, 2 and 4)

p. Electric and/or telephone transmission or distribution line easement, together with rights of ingress and egress over adjacent lands, granted to Pedernales Electric Cooperative, Inc., by instrument dated May 9, 1984, recorded in Volume 518, Page 320 of the Real Property Records of Hays County, Texas. (TRACTS 1 and 4)

q. The terms, conditions and stipulations of that certain Water Pipeline Easement and Water Service Agreement dated July 11, 1986, recorded in Volume 639, Page 102 of the Real Property Records of Hays County, Texas.(TRACTS 3 and 4)

r. Electric transmission and/or distribution line easement, together with rights of ingress and egress over adjacent lands, granted to Pedernales Electric Cooperative, Inc., by instrument dated November 13, 1986, recorded in Volume 643, Page 29 of the Real Property Records of Hays County, Texas.

s. Water pipeline and/or distribution lines or system and appurtenances easement granted to Texas Water Services, Inc., by instrument dated August 24, 2001, recorded in Volume 1867, Page 289 of the Official Public Records of Hays County, Texas. (TRACTS 3 and 4)

t. Intentionally Deleted.

u. Intentionally Deleted.

v. Intentionally Deleted.

w. Intentionally Deleted.

x. Waterline easement and right-of-way granted to Monarch Utilities I, L.P., by instrument dated December 15, 2009, recorded in Volume 3794, Page 883 of the Official Public Records of Hays County, Texas. (TRACTS 3 and 4)

y. Subject to all definitions, easements, covenants, limitations, conditions, rights, privileges, obligations, liabilities, and all other terms and provisions of that certain Declaration Regarding Common Areas, Stormwater Drainage and Detention Pond Easements, recorded under Document No. 16034481 of the Official Public Records of Hays County, Texas. (ALL TRACTS)

z. Liens securing assessments and/or charges payable to the Common Improvements Maintenance Coordinator as set out in Declaration Regarding Common Areas, Stormwater Drainage and Detention Pond Easements recorded under Document No. 16034481 of the Official Public Records of Hays County, Texas. (ALL TRACTS)

aa. The rights of Plum Creek Conservation District to levy taxes and issue bonds.

bb. The rights of Plum Creek Ground Water District to levy taxes and issue bonds.

cc. The subject property has frontage or abuts Interstate Highway 35, which is a controlled access highway.

dd. Any and all easements and building setbacks shown or stated on Plat(s) recorded under Document No. 18006127 of the Official Public Records of Hays County, Texas. (TRACT 4)

ee. The terms, conditions and stipulations of that certain Declaration of Reciprocal Access Easement dated February 27, 2018, recorded under Document No. 18008960 of the Official Public Records of Hays County, Texas. (TRACT 4, Lot 6B)

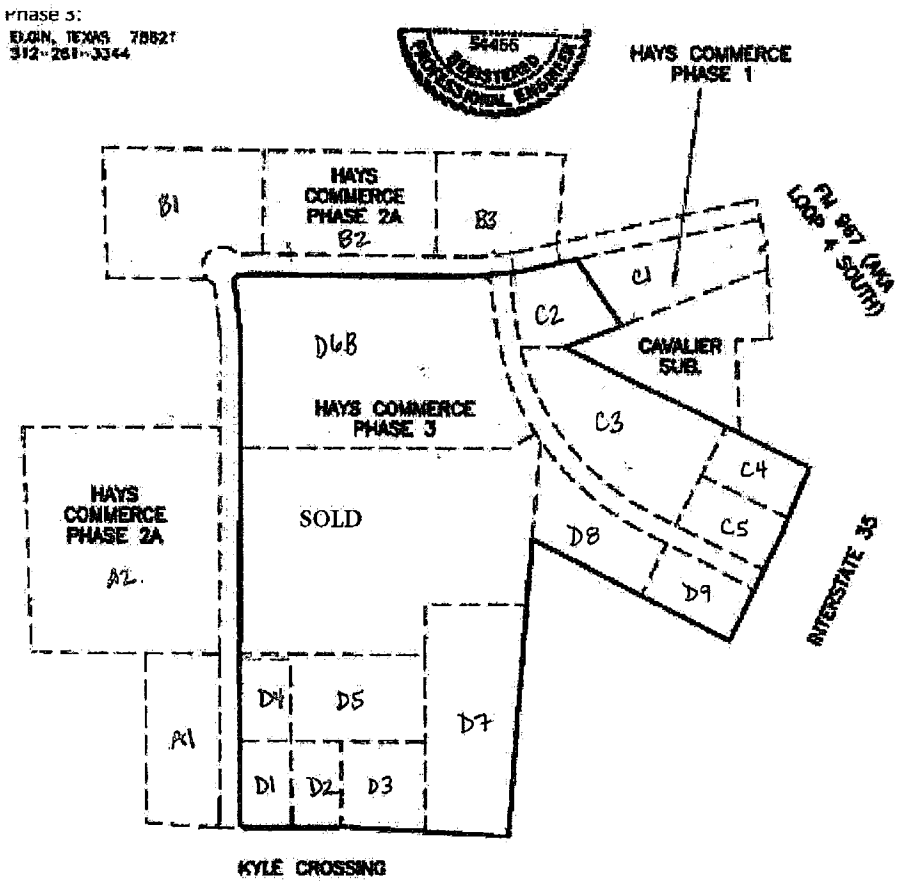
ff. Water line easement granted to Monarch Utilities I, L.P., by instrument dated February 26, 2018, recorded under Document No. 18009906 of the Official Public Records of Hays County, Texas. (TRACT 3)

gg. Water line easement granted to Monarch Utilities I, L.P., by instrument dated February 26, 2018, recorded under Document No. 18009907 of the Official Public Records of Hays County, Texas. (TRACT 4, Lot 7)

hh. The terms, conditions and stipulations of that certain Option Agreement dated March 1, 2018, as evidenced by Memorandum of Option Agreement recorded under Document No. 18008984 of the Official Public Records of Hays County, Texas. (TRACT 4, Lot 6B)

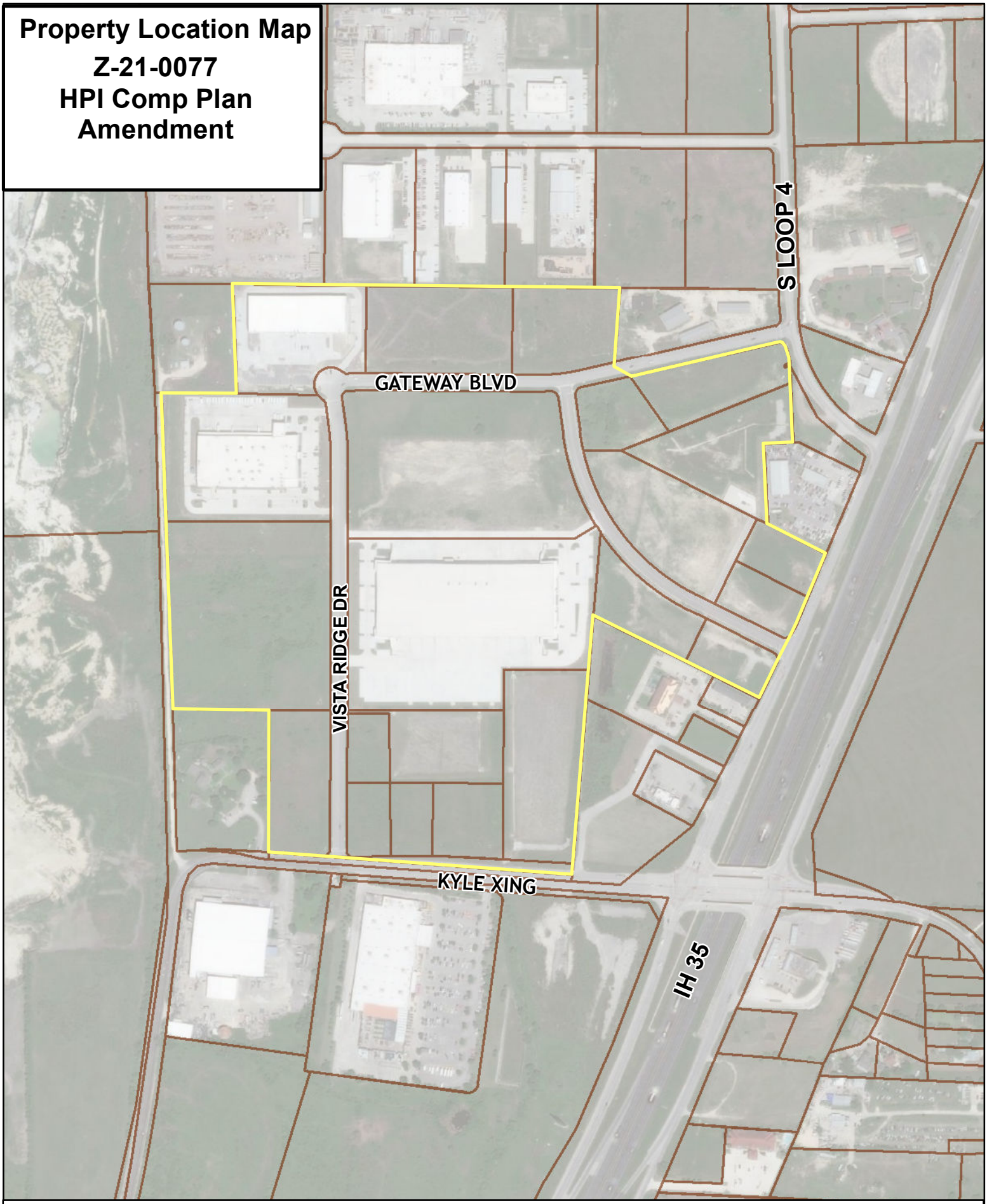
EXHIBIT C
TO
DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

Lots



Deed of Trust
RR HPI, LP (9002)
4345478.3

Property Location Map
Z-21-0077
HPI Comp Plan Amendment



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Feet

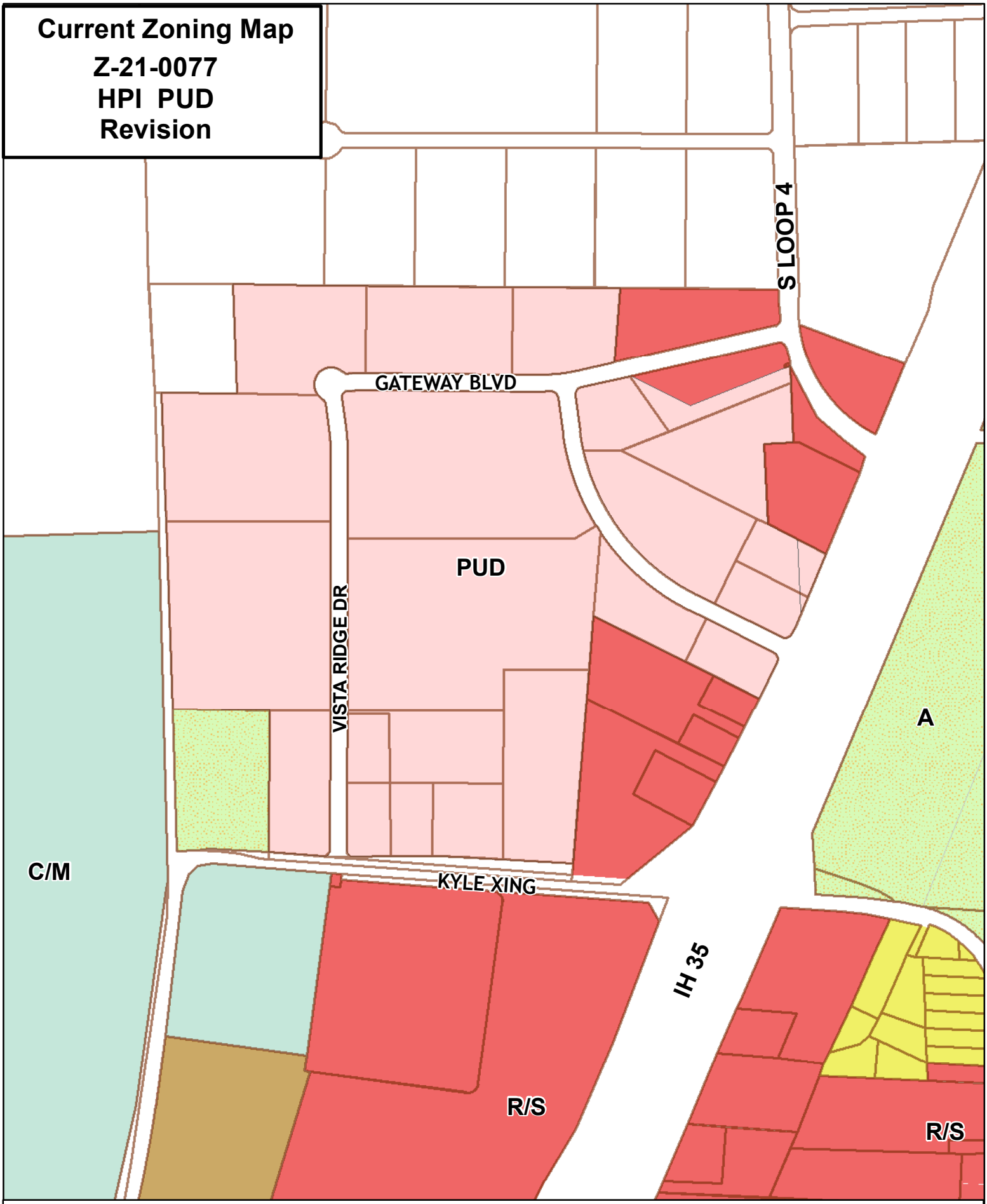
N W E S

Property Location

Parcel Lines

Item # 9

Current Zoning Map
Z-21-0077
HPI PUD
Revision



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Feet

N W E S

Property Location

Parcel Lines

Landuse Districts Map
Z-21-0077
HPI PUD
Revision

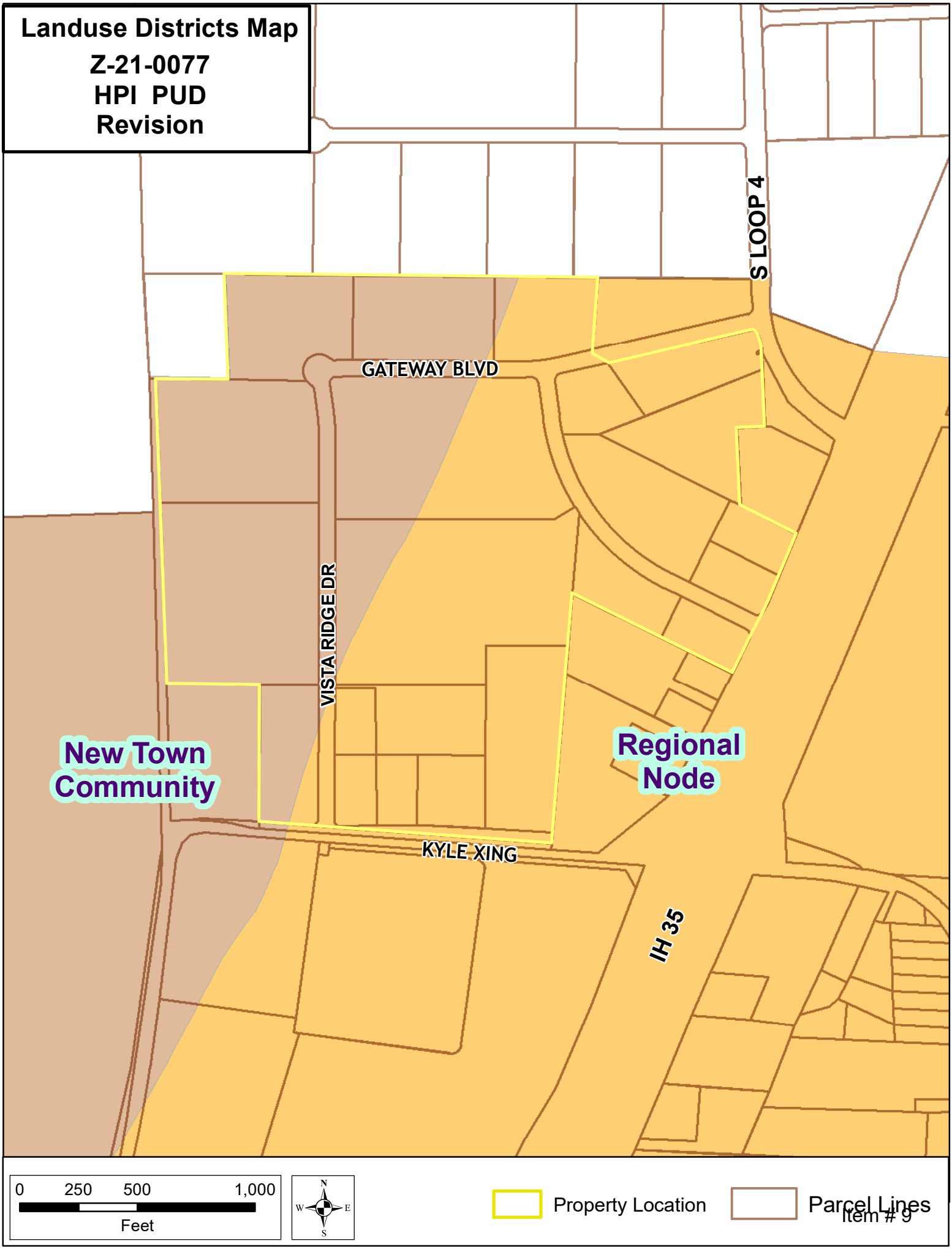

EXHIBIT B
DEVELOPMENT PLAN
RECOVERY HP BUSINESS PARK
PLANNED UNIT DEVELOPMENT
FIRST AMENDMENT

THE STATE OF TEXAS
COUNTY OF HAYS

THIS DEVELOPMENT PLAN (this "Plan") is adopted and approved by the CITY OF KYLE, TEXAS (hereinafter referred to as the "City").

SECTION 1. GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to the Plan unless all provisions pertaining to changes or modifications as stated in Section II.13 below are followed.

3. ZONING VIOLATION

Any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Chapter 53, Article IX Administration, Section 53-1203 and Section 53-1204, Code of Ordinances, City of Kyle, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1 Severability

In case one or more provisions contained in this Plan are deemed invalid, illegal or unenforceable in a respect such invalidity, illegality, or unforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Plan.

4.2 Venue

All obligations of the Plan are performable in Hays County, Texas, and venue for any action shall be in Hays County.

4.3 Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

SECTION II. DEVELOPMENT STANDARDS

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances of the City of Kyle, Texas, as amended, hereinafter referred to as "the Code".

2. PROPERTY

This Plan covers approximately 107.247 acres of land, located within the city limits of Kyle, Texas, and more particularly described in **EXHIBIT "A"**.

3. PURPOSE

The purpose of the Plan is to ensure a PUD that 1) is equal to, superior than and/or more consistent that the which would occur under the standards ordinance requirements, 2) is in harmony with the Comprehensive Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

Revised 12/5

The Property shall be regulated for the purpose of development and occupancy by the Plan, this ordinance, and applicable provisions of the Zoning Ordinance. All aspects not specifically covered by this Plan shall be regulated by the **CM Construction Manufacturing and W Warehouse Zoning Districts** and other sections of the Zoning Ordinance and the Code, as applicable and as amended. If there is a conflict between this Plan and the Zoning Ordinance or the Code, the Plan shall supersede conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the Plan shall control.

5. COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The majority of this property is located within the New Town Community District which specifies the Retail Services District as a recommended use and the Construction Manufacturing District and Warehouse District as conditional uses.

The frontage along IH-35 is located within a Regional Node which specifies the Retail Services District as a conditional use. The Construction Manufacturing District and Warehouse District are not listed as recommended or conditional uses within a Regional Node. Therefore, the portion of property that is located within the Regional Node will only be allowed to have uses that are specifically listed in the Retail Services District, so that the PUD is consistent with the Comprehensive Plan.

6. PERMITTED AND PROHIBITED USES

6.1 Permitted Uses

The following principal uses are permitted on the Property:

All uses permitted in the RS Retail Services Zoning District except prohibited uses listed in this Plan;

All uses permitted in the W Warehouse Zoning District except prohibited uses listed in this Plan; and

All uses permitted in the CM Construction Manufacturing Zoning District except prohibited uses listed in this Plan.

6.2 Prohibited Uses

The following uses are prohibited on the Property: mini-warehouses, sexually oriented businesses, portable buildings sales, amusement parks or carnivals, wholesale nurseries, recreational vehicle parks, recreational vehicle sales, new and used car sales, outdoor shooting ranges, pawn shops, heavy equipment sales, kennels (not prohibiting veterinary clinics with overnight facilities), auto body shops and paint shops, truck stops, flea markets, R.V. or boat sales, wrecking yards, tattoo parlors, concrete ready mix plant, explosives manufacturer, industrial gases manufacturer, lime manufacturer, limestone mining, lumber mill, manufactured homes manufacturer, mobile homes manufacturer, mulch and reconstituted wood manufacturer, precast concrete manufacturer, sawmill, steel and pipe manufacturer, trailer hitch and trailer manufacturer, used and salvaged auto part sales, construction sand and gravel sales, heavy equipment rentals, garage collection service, oil and well drilling service, scrap and metals recycling, septic tank cleaning, portable toilet rentals and sales, petroleum bulk terminals, and uses not otherwise authorized in the RS, W, and CM Districts.

7. LOT STANDARDS

7.1 Height

The maximum height of buildings on the Property shall be sixty (60) feet.

7.2 Building Setbacks

Minimum front yard setbacks shall be twenty five (25) feet.

Minimum front yard setback along IH-35 frontage road and Kyle Crossing shall be twenty five (25) feet and shall be designated on the Final Plat and Site Development Plans as a Pedestrian and Landscape Easement. No parking or structures are allowed within the Pedestrian and Landscape Easement. The IH-35 frontage road and Kyle Crossing shall both be considered as the front of the property.

Minimum side yard setbacks shall be twenty (20) feet from all side lot lines and any internal streets.

Minimum rear yard setbacks shall twenty (20) feet from all rear lot lines and any internal streets.

8. LANDSCAPE STANDARDS

8.1 Landscape Area

At least 20 percent of street yard must be landscaped.

8.2 Determining Street Yard

The exact configuration of a street yard (or street yards) on a site will depend on how a number of factors interrelate on that site. Among these factors are:

- Type and location of building walls.
- Number of streets that border the site.
- Number, size, and orientation of buildings on the site.
- Whether there is a building on the site or just a parking lot.

The street yard area is calculated by finding the total lot square footage which lies between the street right-of-way line and the front wall of a building or buildings on a site. This street yard boundary extends from the outward-most corners of the front wall, parallel to the street until it intersects with the side property lines, or another building on site, then to the side property lines.

The building wall line shall include irregular shapes or indentions of the building wall, but exclude unenclosed porches, canopies and exterior columns.

On a site or portion of a site used only for parking purposes or as a commercial or private parking lot, the street yard shall consist of the area between the street right-of-way line and the midpoint of the lot.

8.3 Drip Line Credit

In order to encourage the preservation and continued growth of smaller trees, the following credit toward landscape area is possible. Each square foot of landscape area which is permeable and within the area encompassed by the drip line of a surveyed tree at least two (2) inches in trunk diameter measured at four (4) feet above the ground, shall count as one and one-quarter (1.25) square feet of landscape area.
The forgoing credit shall be subject to the following limitations:

- Overlapping drip line area cannot be counted twice.
- No credit will be given if more than twenty percent (20%) of the drip line is impervious.

- No credit will be given where damaging grade changes within the drip line (of a tree) has occurred.
- In no case can the actual landscape area in the street yard of a lot be less than one-third (1/3) the required twenty percent (20%).

8.4 Street Yard Trees

Within the area described as street yard, a minimum amount of trees are required to be planted or preserved with at least sixty percent (60%) of the trees planted from a list approved by the City of Kyle and attached hereto. No tree shall be planted within five feet of a water or a wastewater line which is in a city-maintained easement. Heat-absorbing surfaces such as courtyards and the west-facing walls of buildings are encouraged to be shaded. A minimum of fifty percent (50%) of the trees required in the landscape yard area, which is not utilized for parking, are to be large shade-providing trees.

In all cases automatic irrigation systems shall be utilized.

Total Street Yard Area	Required Trees
1,000 to 10,000 Sq. ft.	1 tree/1,000 sq. ft.
10,000 to 110,000 sq. ft.	10 trees for first 10,000 sq. ft. plus 1 tree/2,500 sq. ft. over 10,000 sq. ft.
Over 110,000 sq. ft.	50 trees for first 110,000 sq. ft. plus 1 tree/5,000 sq. ft. over 110,000 sq. ft.

8.5 Existing Tree Credit

All existing surveyed trees over two (2) inches in trunk diameter or tree clusters of at least four (4) one-inch diameter trees preserved within the street yard boundaries may satisfy these requirements one for one. All trees measuring six (6) inches or more in trunk diameter measured at four (4) feet above the ground shall count double toward satisfying these requirements.

8.6 Landscape in Parking Lots

Ninety (90) square feet of landscaped area is required for each fifteen (15) parking spaces within a parking lot located in the street yard. Sixty (60) square feet for each fifteen (15) parking spaces is required for all non-street yard parking lots.

This landscape area should occur entirely within the parking lot boundaries as landscaped medians, landscaped islands or as landscaped peninsulas.

8.7 Landscape Islands, Medians or Peninsulas

A landscape island, median or peninsula should be located within 90 feet of each entire parking space on a lot. This distance should be measured from the curb line of the landscape island, median or peninsula and should encompass the entire parking space.

No more than fifty percent (50%) of the plants from the same species may be planted on anyone island, median or peninsula.

To provide significant space for the growth of trees planted within these areas, the minimum width for landscaped islands, medians or peninsulas which contain new trees is six (6) feet measured from the inside of the curb.

8.8 Trees in Parking Lots

One tree must be located within ninety (90) feet of each parking space. A minimum of sixty percent (60%) of the trees required for parking lot areas are to be from the List approved by the City of Kyle and attached hereto. No tree shall be planted within five (5) feet of a water or a wastewater line which is in a city-maintained easement. In areas where utility lines are present or proposed, only trees that are Utility Compatible shall be planted within:

- Ten (10) lateral feet from any overhead distribution conductor;
- Thirty (30) to Forty (40) lateral feet from any overhead transmission conductor, unless a more restrictive dedicated right-of-way has been established;
- Ten (10) lateral feet from any underground electric facility. Any plantings near transmission facilities must also allow for required access to the facilities. Variations to these planting distances and species may be made only with the explicit written approval of the City of Kyle, Texas, or the affected utility owner. Approved utility compatible trees are attached herewith.

8.9 Special Provisions for Large Parking Lots

The above paragraphs 8.2 and 8.3, do not apply if this Section 8.9 is required. For parking lots with more than three (3) parking modules, a ten (10) foot minimum-width median (measured from inside of curb) will be required for every second parking module. Trees within the median must be located so that one (1) tree shall be located within fifty (50) feet of each parking space adjacent to the median. No additional islands shall be required except for end islands for each parking module. All landscape islands and peninsulas must be six (6) foot minimum width measured from inside of curb.

9. ARCHITECTURAL STANDARDS

9.1 Permitted Building Materials

The exterior finish of all buildings (walls) shall be masonry, except for doors, windows and trim. Masonry shall mean stone, simulated stone, brick, stucco, concrete masonry units, tile, hardiplank, tilt wall or such other suitable material as may be approved by the Planning Director and the Building Official.

9.2 Prohibited Building Materials

The follow building materials are prohibited for use on the exterior of all buildings:
Sheet and corrugated metal, and unfinished aluminum
Galvanized Steel
Mirrored Glass
E.I.F.S (Exterior Insulation Finish System), except for decorative trim purposes

9.3 Service and Loading Areas

No dock high loading area is permitted along the IH-35 frontage road or Kyle Crossing unless such area is visually screened from public view from public streets. Services areas shall be screened from adjacent tracts and all public rights-of-way.

Methods of screening include walled entrances, evergreen landscaping, and depressed service areas. Screening walls must be constructed of the same building materials as the main building.

9.4 Loading Areas

All loading and service docks must be clearly signed. Loading docks must be clearly denoted on the pavement and designed so as not to prohibit on-site vehicular circulation when occupied. Loading docks must be designed to accommodate backing and maneuvering on-site, not from a public street.

9.5 Trash Storage

Refuse storage enclosures are required for all buildings. Enclosures must be of sufficient height to completely screen all refuse containers and must be provided with gates, so as to provide screening from view from adjacent lots and public rights-of-way. All enclosures must be constructed using a permitted building material as listed in Section 9.1.

9.6 Street Level Mechanical Equipment

All ground-mounted service equipment (e.g. air conditioners and transformers) related to each building shall be consolidated in one or more service area. Landscaping shall be used to soften the visual appearance of each service area.

9.7 Roof Mounted Mechanical Equipment

All roof mounted mechanical elements shall be screened from view from the public right-of-way along IH-35 frontage road and Kyle Crossing. Screening must be compatible with the building design.

9.8 Screening Outdoor Storage

All outdoor storage areas must be the following criteria:

Outdoor storage must be located in the rear yard or side yard of the buildings.

Solid, continuous fencing up to eight (8) feet in height, but not less than six (6) feet in height; and/or solid landscaping of at least four (4) feet in width and at least six (6) feet in height.

The finished side of all fences built to comply with this section shall face away from the screened property.

10. RIGHT-OF-WAY DEDICATION

The required right-of-way for the proposed extension of RR 967/Loop 4 shall be dedicated or cause to be dedicated to the City, free of all monetary liens, with the final plat. The right-of-way to be dedicated shall be in accordance with the Transportation Plan.

Further, Owner shall construct, or cause to be constructed, the right-of-way described above in accordance with applicable City standards and approved construction plans.

11. SIGNAGE

All signage shall be in accordance with the Code.

12. UNDERGROUD UTILITY SERVICE

All electrical, telephone and cablevision distribution and service lines, shall be placed underground, except for existing lines and the addition of one new overhead electric line that will extend through the property and service the lots from the rear. All electric service line drops shall be underground.

13. BUILDING CODES

All structures shall comply with the City's adopted building codes with the following exception:

All buildings shall be supplied with an approved fire suppression system.

14. DEVELOPMENT PROCESS

As required by City Code, the property owner shall be required to complete the remaining steps in the City's development process, including but not limited to subdivision platting and site development plan approval. No site development plan approval on the Property shall be granted until the Final Plat is recorded. No building permit on the Property shall be issued until the site development plan is approved.

15. CHANGES TO DEVELOPMENT PLAN

15.1 Minor Changes

Minor changes to this plan which do not substantially or adversely change this Plan may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, and the City Manager.

Such minor changes may include but not be limited to small site alterations such as realignment of streets and relocation of utility lines due to engineering necessity. The developer shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the Plan shall be so amended prior to submission of any preliminary plan-site plan application involving or affecting such amendment. Appeal from the decision of the City Engineer, the Director of Planning and the City Manager may be taken to the City Council.

15.2 Major Changes

All changes not permitted under section 15.1 above shall be resubmitted following the same procedure required by the original PUD Application.

Such major changes shall include, but not be limited to, increased density, land use, location of use, condition(s) of planning and zoning commission approval and street pattern.

16. IMPERVIOUS COVER

For the purposes of impervious cover calculations, two or more lots within this PUD may be combined and considered as a whole, such that the average impervious cover across the lots remains in accordance with City of Kyle limits by district type:

W Warehouse – 75%
CM Construction / Manufacturing – 75%
RS Retail Services – 80%

This applies to remaining lots:

Hays Commerce Phase 2A, Block A, Lot 2
Hays Commerce Phase 2A, Block A, Lot 1
Hays Commerce Phase 1, Block C, Lot 1
Hays Commerce Phase 3, Block C, Lot 2
Hays Commerce Phase 3, Block C, Lot 4
Hays Commerce Phase 3, Block C, Lot 5
Hays Commerce Phase 3, Block D, Lot 1
Hays Commerce Phase 3, Block D, Lot 2
Hays Commerce Phase 3, Block D, Lot 3
Hays Commerce Phase 3, Block D, Lot 4
Hays Commerce Phase 3, Block D, Lot 7
Hays Commerce Phase 3, Block D, Lot 8
Hays Commerce Phase 3, Block D, Lot 9

For clarification purposes, the impervious cover lot combination is not a platting action, but only to be used for calculating impervious cover limits.

CITY OF KYLE, TEXAS

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

Meeting Date: 4/13/2021
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

Meeting Date: 4/13/2021
Date time:6:30 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available