

# CITY OF KYLE

## Notice of Special City Council Meeting



Kyle City Hall, 100 W. Center Street, Kyle, TX 78640  
The public can watch remotely at: Spectrum 10;  
<https://www.cityofkyle.com/kyletv/kyle-10-live>. One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on December 16, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 13th day of December, 2021, prior to 11:15 a.m.

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### **I. Call Meeting to Order**

### **II. Approval of Minutes**

1. City Council Special Meeting Minutes - December 6, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - December 6, 2021. ~ *Jennifer Holm, City Secretary*

### **III. Citizen Comment Period with City Council**

The City Council welcomes comments from Citizens early in the agenda of special meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

### **IV. City Manager's Report**

3. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - December City Holidays (No City Council Meeting - 12/21)

- Planning and Zoning Commission/Library Board openings
- Santa Rides Through Kyle Recap
- Polar Bear Splash
- National Bird and Trail Walk
- Z Tejas Announcement

## V. Consent Agenda

4. Approve Task Order No. 2 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$54,410.00 for developing plans, specifications, and estimate for providing new electrical services to homes and businesses affected by the relocation of Pedernales overhead lines along the perimeter of Old City Hall, Downtown Kyle. ~ *Leon Barba, P.E., City Engineer*

5. Plum Creek Phase 2, Section 2 - Final Plat (SUB-21-0211) 55.026 acres; 201 single family lots, 2 public utility easements., 1 public utility easement - open space - landscape easement lot, 4 open space lots, 2 open space - landscape easements, 1 drainage easement - open space and landscape easement lot for property located off Kohler's Crossing and Jack C. Hays Trails. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

6. Plum Creek Phase 1, Section 6A, Block B - Site Plan (SD-21-0107) 1.62 acres; 1 Multi-Family Residential lot for property located at 5711 FM 2770. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

7. Plum Creek Phase II, Section 10, Lot 2 - Final Plat (SUB-21-0225) 5.246 acres; 1 Lot for property located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

8. Plum Creek Phase II, Section 10 - Final Plat (SUB-21-0226) 171.05 acres; 6 commercial lots located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission meeting is scheduled for December 14th.*

9. A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase III improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*

10. Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Kyle 57 Public Improvement District. ~ *Paige Saenz, City Attorney*

11. Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Plum Creek North Public Improvement District. ~ *Paige Saenz, City Attorney*
12. Approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision, and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. ~ *J. Scott Sellers, City Manager*

## **VI. Consider and Possible Action**

13. Approve a contract with AG|CM. Inc. in an amount not to exceed \$42,000.00 for Owner's Representation Services related to the Kyle Senior and Community Center. ~ *J. Scott Sellers, City Manager*
14. *(First Reading)* An Ordinance of the City of Kyle, Texas, Establishing an Arts Commission and Providing for General Powers and Duties, Providing for Qualifications for Appointment, Providing for the Appointment of Officers, and Providing for Other Related Matters. ~ *Paul Phelan, Director of Library Services*
15. Discussion on scheduling a date and other necessary related items for the 2022 visioning workshop of council and pertinent staff. ~ *Dex Ellison, Council Member*
16. Consider options for the creation of a policy for councilmember task forces to adhere by. ~ *Dex Ellison, Council Member*
17. Create an ad-hoc committee (with a specific dissolve date) for the purposes of reviewing, looking for best practices or examples and putting together recommendations to bring back to council for consideration of further input and possible adoption of an updated Policy on Soliciting Memberships for Boards & Commissions. ~ *Dex Ellison, Council Member*

## **VII. Executive Session**

18. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - o Savannah Development Agreement
    - o Heroes Memorial Park Detention
    - o Prairie Lakes Consent and Development Agreement
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section

551.072.

3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - o Project Wild Strawberry

19. Take action on items discussed in Executive Session.

## **VIIIAdjourn**

\*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to: (1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."





# CITY OF KYLE, TEXAS

## 2021 1206 Special Minutes

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - December 6, 2021. ~ *Jennifer Holm, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2021 1206 DRAFT Special Council Meeting Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 6, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison\*  
Council Member Yvonne Flores-Cale  
Council Member Robert Rizo  
Council Member Ashlee Bradshaw  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Amber Lewis, Assistant City Manager  
Paige Saenz, City Attorney  
Samantha Armbruster, Communications Dir.  
Grant Bowling, Video Production Specialist  
Jennifer Holm, City Secretary  
Leon Barba, City Engineer  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Matt Dawson, IT Director  
Jeff Barnett, Chief of Police

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 5:01 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

### **II. Citizen Comment Period with City Council**

Mayor Mitchell opened citizen comments at 5:02 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:02 p.m.

### **III. Executive Session**

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - Center Street Village

\*One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall. Council Members attending virtually are designated by (v).

- Limestone Creek PID
  - Bebee Rd PUD
  - Opal Lane TIRZ
  - Honeywell Agreement
  - NBFR Development
  - Extended Alcohol Sales Hours
  - Downtown PUD
  - Contingency for Park Construction
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Phoenix
    - Project Zest
    - Project Just Peachy
    - Project Fire Engine Red
    - Project Deep Golden
    - Project Fresco
    - Project Black Coral
    - Project Goldfish
    - Project Fire Engine Red
    - Project Deep Golden
    - Project Wild Strawberry

Council Member Tobias read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Center Street Village; Limestone Creek PID; Bebee Rd PUD; Opal Lane TIRZ; Honeywell Agreement; NBFR Development; Extended Alcohol Sales Hours; Downtown PUD; Contingency for Park Construction; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Phoenix; Project Zest; Project Just Peachy; Project Fire Engine Red; Project Deep Golden; Project Fresco; Project Black Coral; Project Goldfish; Project Wild Strawberry.”

The City Council convened into executive session at 5:04 p.m.

2. Take action on items discussed in Executive Session.

Council left Executive Session at approximately 6:30 p.m. to take Council photos at the Mary Kyle Hartson City Square Park and Ribbon Cutting. Mayor Mitchell called the meeting back to order at

6:53 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

#### **IV. Consider and Possible Action**

3. Approve a Chapter 380 Agreement for Economic Development Incentives for Project Phoenix. ~ *Diana Torres, Director of Economic Development*
4. Approve a Chapter 380 Agreement for Economic Development Incentives for Project Zest. ~ *Diana Torres, Director of Economic Development*

Mayor Mitchell brought forward Item Nos. 3 and 4 for discussion simultaneously. Ms. Torres presented the items.

Mayor Pro Tem Koch moved to approve a Chapter 380 Agreement for Economic Development Incentives for Project Phoenix and Project Zest. Council Member Tobias seconded the motion.

There was discussion on the motion. Council Member Flores-Cale stated her thanks to the Economic Development team.

All votes aye; motion carried 7-0.

5. Approve a Chapter 380 Agreement for Economic Development Incentives for Project Deep Golden. ~ *Diana Torres, Director of Economic Development*
6. Approve a Chapter 380 Agreement for Economic Development Incentives for Project Wild Strawberry. ~ *Diana Torres, Director of Economic Development*

Mayor Mitchell stated that the other two items listed would not be brought forward.

#### **V. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 6:57 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer Holm, City Secretary



# CITY OF KYLE, TEXAS

2021 1206 Minutes

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** City Council Meeting Minutes - December 6, 2021. ~ *Jennifer Holm, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2021 1206 DRAFT Regular Council Meeting Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on December 6, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Tracy Scheel
Mayor Pro Tem Rick Koch	Kassie Anderson
Council Member Dex Ellison	David Harding
Council Member Yvonne Flores-Cale	
Council Member Robert Rizo	
Council Member Ashlee Bradshaw	
Council Member Michael Tobias	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Paige Saenz, City Attorney	
Samantha Armbruster, Communications Dir.	
Grant Bowling, Video Production Specialist	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Yvonne Gil-Vallejo, Project Manager	
JoAnn Garcia, Engineer 1	
Kathy Roecker, SWMP Administrator	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Mariana Espinoza, PARD Director	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Harper Wilder, Director of Public Works	
Julie Crookston, Asst. Director of Public Works	
Tim Samford, Div. Mgr. - Treatment Operations	
Robert Defreitas, Chief WW Treatment Operator	

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 7:03 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

### **II. Approval of Minutes**

1. City Council Special Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Tobias moved to approve the minutes of the November 16, 2021 Council Meeting, and the November 16, 2021 Special Council Meeting minutes. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

### **III. Citizen Comment Period with City Council**

Mayor Mitchell opened citizen comments at 7:04 p.m.

Tracy Scheel was called to speak as registered regarding Item No. 27. She stated that she takes issue with the requirement that voting members must all be experts, in that it is subjective when it comes to art. This board has a non-voting council member, which she thinks is great; however, not just one, she believes it needs to be an all or none.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:07 p.m.

### **IV. City Manager's Report**

3. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - Introduction of new Assistant City Manager, Amber Lewis
  - December City Council meeting scheduled
  - Planning and Zoning Commission opening
  - Get Hired Job Fair Recap
  - Nitro Announcement
  - Tree Lighting Recap
  - Santa Rides Through Kyle Update
  - 25 Days of Christmas
  - Runoff Election
  - Team Kyle News

Mayor Mitchell brought forward the City Manager's report.

Mr. Sellers introduced new Assistant City Manager, Amber Lewis. Ms. Lewis addressed the Council about her excitement in joining the City of Kyle. Mr. Sellers stated that the next December City Council meeting is scheduled for December 16, 2021. Mr. Sellers mentioned that the Planning and Zoning Commission has some openings. Anyone interested, please visit the city website, and apply for those vacancies. Ms. Torres provided a recap on the Get Hired Job Fair. Ms. Torres announced Nitro Swim that is coming to Kyle. Ms. Espinoza provided a Tree Lighting Recap, and a video was shared. She also spoke about the upcoming Santa Rides Through Kyle and 25 Days of Christmas. Ms. Holm provided details on the Runoff Election. Ms. Duran presented the Team Kyle News.

## V. Appointments

4. Nomination for the ethics commission Kassie Anderson. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 4 for discussion and gave the floor to Council Member Rizo. Ms. Anderson addressed the Council, providing information about her desire to serve on the Ethics Commission.

Council Member Ellison moved to approve the appointment of Kassie Anderson for the ethics commission. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

## VI. Presentation

5. Wastewater Treatment Plant Progress Update Video. ~ *Harper Wilder, Director of Public Works*

Mayor Mitchell brought forward Item No. 5 for discussion. Mr. Wilder introduced Tim Samford and Robert Defreitas. Mr. Samford presented the item. No action was taken.

6. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward the CIP/Road Projects. Mr. Barba presented the item. Mr. Wilder provided information about the construction and school crossing safety at Lehman High School. Mr. Earp provided information about drainage at the southeast corner of Mary Kyle Hartson Park. No action was taken.

## VII. Consent Agenda

Mayor Mitchell brought forward Consent Agenda Item Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 for consideration and asked whether there were any items to be pulled. Council Member Flores-Cale pulled Item Nos. 10, 11, and 12.

7. Ratify the approval of renting a stand-by generator from UNITED RENTALS, Round Rock, Texas, in an amount not to exceed \$21,223.21 during the time repairs are being conducted. ~ *Harper Wilder, Director of Public Works*
8. Authorize the City Manager to execute a Master Service Agreement with Mead & Hunt, Inc., Austin, Texas for on-demand services as needed. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
9. Approve of Work Order No. 1 to MEAD & HUNT, INC., Austin, Texas, in the amount not to exceed, \$24,660.00 for providing an Industrial Waste Survey for the City's Pretreatment Program. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
13. Authorize the Police Department to apply for a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*



14. Authorize the Police Department to apply for a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*
15. Approve the conveyance of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*
16. Approve the termination and release of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*

Council Member Rizo moved to approve Consent Agenda Item Nos. 7, 8, 9, 13, 14, 15, and 16, excluding Consent Agenda Item Nos. 10, 11, 12. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

10. Approval of a contract with SCHAUMBURG & POLK, INC., Tyler, Texas, in an amount not to exceed \$84,000.00 for the TPWD Spring Branch Segment of Plum Creek Trail. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 10 for discussion and gave the floor to Council Member Flores-Cale who pulled the item. Mr. Sellers provided answers to Council Member Flores-Cale's questions.

Council Member Flores-Cale moved to approve a contract with Schaumburg & Polk, Inc., Tyler, Texas, in an amount not to exceed \$84,000.00 for the TPWD Spring Branch Segment of Plum Creek Trail. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

11. Approve a Resolution of the City Council of the City of Kyle Selecting a Grant Writer/Administrator to Assist the City in its Application and Administration of a Contract, if Awarded, from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder, Director of Public Works*

Mayor Mitchell brought forward Item No. 11 for discussion and gave the floor to Council Member Flores-Cale who pulled the item. Ms. Crookston provided answers to Council Member Flores-Cale's questions.

Council Member Rizo moved to approve a Resolution of the City Council of the City of Kyle Selecting a Grant Writer/Administrator to Assist the City in its Application and Administration of a Contract, if Awarded, from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

12. Approve a Resolution of the City Council of the City of Kyle Selecting an Engineer in Conjunction with the Submittal of an Application for funding through the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder, Director of Public Works*

Mayor Mitchell brought forward Item No. 12 for discussion and gave the floor to Council Member Flores-Cale who pulled the item. Ms. Crookston provided answers to Council Member Flores-Cale's questions. Mr. Samford provided answers to Council Member Rizo's questions.

Council Member Rizo moved to approve a Resolution of the City Council of the City of Kyle Selecting an Engineer in Conjunction with the Submittal of an Application for funding through the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

### **VIII. Consider and Possible Action**

17. Authorize City Manager to execute Standard Utility Agreement Phase Order No. 3 with Pedernales Electric Cooperative, Inc., P.E.C., to relocate overhead power lines around the premises of Krug Activity Center to adjacent streets, alleys, underground, as necessary for beautification of Downtown Square, Mary Kyle Hartson Park. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 17 for discussion. Mr. Barba presented the item. Ms. Garcia provided information about the map provided in the backup material and described the key locations of the project. Mr. Sellers also provided information related to the item.

Council Member Rizo left the dais at approximately 8:28 p.m.

Mayor Mitchell moved to authorize the City Manager to execute Standard Utility Agreement Phase Order No. 3 with Pedernales Electric Cooperative, Inc., P.E.C., to relocate overhead power lines around the premises of Krug Activity Center to adjacent streets, alleys, underground, as necessary for beautification of Downtown Square, Mary Kyle Hartson Park. Council Member Tobias seconded the motion. All votes aye; motion carried 6-0. Council Member Rizo was absent for the vote.

18. Direct staff to issue and RFP for management services to include the maintenance of landscape, structures and furniture for the MKH, La Verde and Heroes Memorial parks with the required scope to ensure these parks are maintained to the Council's Stated "Gold Standard." ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 18 for discussion. Mr. Sellers presented the item. David Harding with AG|CM provided information on the item.

Council Member Tobias moved to direct staff to issue and RFP for management services to include the maintenance of landscape, structures, and furniture for the MKH, La Verde and Heroes Memorial parks with the required scope to ensure these parks are maintained to the Council's Stated "Gold Standard." Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 6-0. Council Member Rizo was absent for the vote.

19. *(First Reading)* Approve an Ordinance of the City of Kyle, Texas, Authorizing and Approving Exchanges and Conveyances of Land with the Alexander Family Trust, By and Through Mary Jane Alexander as the Director of Mary Jane Alexander GP, the General Partner of BJ - MJ Alexander, LTD.; Making Findings of Fact; and Providing for Related Matters; and Repealing Ordinance No. 1154 in its entirety. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 19 for discussion. Mr. Barba presented the item. Council Member Rizo returned to the dais at 8:35 p.m.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas, Authorizing and Approving Exchanges and Conveyances of Land with the Alexander Family Trust, By and Through Mary Jane Alexander as the Director of Mary Jane Alexander GP, the General Partner of BJ - MJ Alexander, LTD.; Making Findings of Fact; and Providing for Related Matters; and Repealing Ordinance No. 1154 in its entirety. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Tobias asked whether the family was in agreement. Mr. Barba stated that Mr. Alexander had some questions and those were addressed.

All votes aye; motion carried 7-0.

Mayor Mitchell asked if there were any objections to the Ordinance being finally passed. There were no objections.

20. A Resolution of the City of Kyle, Texas, accepting the petition for annexation of approximately 102.1599 acres, located at the north corner of SH-21 & E FM 150, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (FM Rd 812, LLC - ANNX-21-0013) ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 20 for discussion. Mr. Earp presented the item.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas, accepting the petition for annexation of approximately 102.1599 acres, located at the north corner of SH-21 & E FM 150, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (FM Rd 812, LLC - ANNX-21-0013) Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

21. A Resolution of the City of Kyle, Texas, accepting the petition for annexation of 201.377 acres, located at 1899 Six Creeks Blvd., more of less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 21 for discussion. Mr. Earp presented the item.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas, accepting the petition for annexation of 201.377 acres, located at 1899 Six Creeks Blvd., more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (Blanco River Ranch Properties, LP - ANNX-21-0014) Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

22. (*Second Reading*) An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *James R. Earp, Assistant City Manager*

*Planning and Zoning Commission voted 5-0 to recommend approval.*

*City Council voted 7-0 to approve on first reading, and to bring back amendments as directed.*

Mayor Mitchell brought forward Item No. 22 for discussion. Mr. Earp presented the item.

Council Member Rizo moved to approve an Ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this Ordinance was passed was open to the public as required by law. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

23. Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item No. 23 for discussion. Ms. Saenz presented the item. Mr. Sellers stated his preference to provide more information in Executive Session. The item was tabled.

24. Approval of Change Order No. 1 to KOMPAN, INC., Austin, TX, in an additional amount of \$12,462.00 increasing the total contract amount not to exceed \$287,070.35 due to an increase in price of rubberized surface material to be installed for the La Verde Park playground. ~ *David Harding, AGCM Project Manager*
25. Approval of contingency increase for the Heroes Memorial Park, in an additional amount of \$424,351.60 increasing the total contract award to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, AUSTIN, TX, in an amount not to exceed \$8,745,000.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*
26. Approval of contingency increase for the La Verde Park, in an additional amount of \$245,750.00 increasing the total contract award to STODDARD ENTERPRISE LLC, SPRING BRANCH, TX, in an amount not to exceed \$5,160,750.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*

Mayor Mitchell brought forward Item Nos. 24, 25, and 26 simultaneously. Mr. Harding presented the items. Mr. Moheet addressed the financial aspect of Item Nos. 24, 25, and 26.

Council Member Rizo moved to approve Item Nos. 24, 25, and 26, and direct staff to bring back a budget amendment. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Tobias stated that he hears both sides, Council Member Rizo: saying it is going to be a great thing for our residents, and Council Member Flores-Cale: reasons for the price increases. Council Member Tobias stated that over time, the change orders begin to raise red flags. He continued by saying they are trying to make sure they are staying within the budget. Mr. Harding provided an example of a residential project and spoke about proportions to a \$5 or \$6 Million park. He appreciated the Council and their time and questions. Mayor Mitchell stated that he thought this was the appropriate vote to get the contingency back to five percent. He doesn't think that this vote is wrong or that the request was wrong. He said his challenge was going back to when they value engineered, and contingency being removed in the first place. He stated that Council cut out cushion that it really needed. He said by trying to save money, they really had to come back and put that money back in. He doesn't want to delay the project due to not having the contingency. Mr. Harding spoke about the Public Safety Center contingency. Mayor Mitchell stated he doesn't recall going through value contingency on the Public Safety Center or Mary Kyle Hartson Park. He would like to know sooner than later if the remainder of the projects are over and if this was going to be an issue. He did not think this would be a viable path. He asked who was the final say on a change order. Mr. Harding stated that he brings the items to Jeff Prato, who is the city representative. Anything above the contingency ceiling, he had to defer back to Council. Mayor Mitchell asked if the \$600,000 on the Public Safety Center was two percent, roughly. Mr. Harding stated it was a thirty-one-million-dollar total, that there were three separate pots of \$600,000 apiece. He said that one was a guaranteed maximum price contract verses a competitive sealed proposal and it was a little different in that aspect.

All votes aye; motion carried 7-0.

Mayor Mitchell called for a recess at 9:08 p.m. Mayor Mitchell called the meeting back to order at 9:22 p.m.

27. Arts Commission Update. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell brought forward Item No. 27 for discussion and gave the floor to Council Member Flores-Cale.

Council Member Flores-Cale moved to approve the Art Commission. Council Member Ellison seconded the motion.

There was discussion on the motion. Council Member Ellison stated that he seconded the motion for the sake of discussion to understand what Council Member Flores-Cale is approving. Council Member Flores-Cale stated that she thought they solidified at the last meeting with what the commission was made up on, and everything detailed would be in the by-laws. Council Member Rizo stated that he spoke with Mr. Phelan, and there was one small change, but he cannot remember what it was. Council Member Rizo asked that Council hold off until the next council meeting in hopes that Mr. Phelan can be here. Mayor Mitchell stated he agrees that he would like Mr. Phelan to be here, as he has some questions about the funding behind the art and projects. He suggested that Council take this up in the first meeting in January in order to keep the special meeting on December 16th light. Council Member Flores-Cale stated that her question is why this is taking so long. She understands Council Members wanting Mr. Phelan to be here, but she thinks it would be a sweet treat for him to return to this having been approved. She stated that she doesn't know whether the budget for this should be addressed in the ordinance or the by-laws. Mayor Mitchell stated that Council will need to address the budget as well, because it is currently unfunded. Mayor Mitchell talked about one of his challenges being what the workflow would look like. Mayor Mitchell posed that if Council creates this commission without funding to spend, what will they meet to discuss? Council Member Ellison stated that the scope of the Commission has yet to be established and the task forces were dissolved so the project has stalled. He doesn't think it has to do with money, but that Council is not clear on what this commission will be working on. Council Member Flores-Cale stated that Council does not have to all agree and are they going to continue to just not agree or take a vote. She mentioned not needing to set everything up right away and addressing concerns that were previously posed about a commission's powers later each time to update, putting people at ease. Council Member Rizo asked Mr. Sellers whether he has any updates from Mr. Phelan. Mr. Sellers did not. Council Member Rizo was trying to recall the update that Mr. Phelan had provided him. He stated that Mr. Phelan's scope had been well-presented. He continued that direction would come from Council as a body and it would be okay to approve this as presented by staff. He stated that the budget can be figured out later. Council Member Tobias stated that Council is considering just approving this while Council still has questions, and budget issues are yet to be decided. He suggested to Council Member Flores-Cale to get her questions answered through discussion. He stated that it is moving forward, but Council should give staff the respect to be here to answer questions. Mayor Pro Tem Koch stated he agreed with what Council Tobias had said. Mayor Mitchell stated that Council is not clear on what that direction should be, and that should be worked through with Mr. Phelan present. He stated he doesn't want to create a board that doesn't feel like they have Council direction. Council Member Flores-Cale asked what can be put together in two weeks that hasn't been brought forward in four months.

Council Member Ellison stated that in dropping the task forces, no work has been done. He stated recycling for multifamily has stagnated. He said he is frustrated that so much work was getting done and those items have stalled. He was not too concerned with the questions brought forward last time, but respects that those should be addressed. He commended Mayor Mitchell's position of not creating a board that doesn't have clear direction from Council. He stated that he is passionate about this as well and the last discussion was discouraging. Council Member Flores-Cale asked whether Council could give direction to what they want Mr. Phelan to answer. She stated there is not funding for other commissions, so she doesn't see that as an issue. She stated that she believes everyone wants this, and where there's a will there's a way. Council Member Rizo stated that he does not want to see this fail because of so many unanswered questions by council.

Mayor Mitchell requested a roll call vote. Council Member Rizo voted aye; Council Member Flores-Cale voted aye; Council Member Ellison voted aye; Mayor Pro Tem Koch voted nay; Council Member Bradshaw voted aye; Council Member Tobias voted aye; and Mayor Mitchell voted nay.

Motion carried 5-2.

28. Discussion and possible action on the public safety center. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 28 for discussion and gave the floor to Council Member Rizo, who presented the item. Chief Barnett provided information on the item. No action was taken.

29. Discussion and possible action on the city's bar hours of operation during the holidays.  
~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 29 for discussion and gave the floor to Council Member Rizo. No action was taken.

30. Discussion and Update Traffic patterns, Pedestrian Safety Concerns, Update on Speed Study FM 150 to include possible future studies East of Kyle. ~ *Michael Tobias, Council Member*

Mayor Mitchell brought forward Item No. 30 for discussion and gave the floor to Council Member Tobias who presented the item. No action was taken.

## **IX. Executive Session**

31. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - Center Street Village
  - Limestone Creek PID
  - Bebee Rd PUD
  - Opal Lane TIRZ
  - Honeywell Agreement
  - NBRF Development
  - Extended Alcohol Sales Hours
  - Downtown PUD
  - Contingency for Park Construction
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - Project Phoenix
  - Project Zest
  - Project Just Peachy
  - Project Fire Engine Red
  - Project Deep Golden
  - Project Fresco
  - Project Black Coral
  - Project Goldfish
  - Project Fire Engine Red
  - Project Deep Golden
  - Project Wild Strawberry

Mr. Sellers read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any of the following topics: Project Just Peachy; Project Fire Engine Red; Project Fresco; Project Black Coral; Project Goldfish; Honeywell Agreement; Downtown PUD; Limestone Creek PID; Center Street Village; NBRF Development; Item Nos. 21 and 23."

The City Council convened into executive session at 10:22 p.m.

32. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 11:56 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.



23. Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item No. 23, which had been previously tabled.

Council Member Rizo moved to approve an agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

**X. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Tobias seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 11:57 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer Holm, City Secretary



# CITY OF KYLE, TEXAS

## City Manager's Report

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- December City Holidays (No City Council Meeting - 12/21)
- Planning and Zoning Commission/Library Board openings
- Santa Rides Through Kyle Recap
- Polar Bear Splash
- National Bird and Trail Walk
- Z Tejas Announcement

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Downtown Relocation Of Overhead Lines New Electrical Services

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Approve Task Order No. 2 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$54,410.00 for developing plans, specifications, and estimate for providing new electrical services to homes and businesses affected by the relocation of Pedernales overhead lines along the perimeter of Old City Hall, Downtown Kyle. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Relocation of overhead power lines around Old City Hall will require the City to engage the services of K Friese & Associates to develop the plans, specifications, and estimate for acquisition of construction services for providing new electrical services to affected homes and businesses.

Existing electrical services affected by the relocation of the overhead lines include the following, Old City Hall, 2 residential homes, 3 businesses, New City building, TxDOT traffic signal.

The City of Kyle's estimated project connectivity responsibility: \$394,410.00

Underground Conduit & Building Connections	- \$290,000.00
Fence Adjustment & Tree Clearing	- \$20,000.00
Plans by K Friese & Associates for letting	- \$54,410.00
McGray & McGray Land Surveyors, Inc.	- \$10,000.00
Aerial Easements	- \$20,000.00
City of Kyle Sub-Total	- \$394,410.00

### Legal Notes:

### Budget Information:

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### ATTACHMENTS:

#### Description

- Cover Page
- K Friese Scope & Fees

City of Kyle General Engineering Services  
**Work Authorization # 02**  
**KFA PROJECT # 08**  
**DOWNTOWN ELECTRICAL RELOCATIONS PROJECT**

This work authorization is made pursuant to the terms and conditions of the original Professional Service Agreement dated November 2, 2020 by and between K Friese & Associates, Inc. and the City of Kyle

**SERVICES PROVIDED BY K FRIESE & ASSOCIATES, INC.:**

Refer to Attachment A for details.

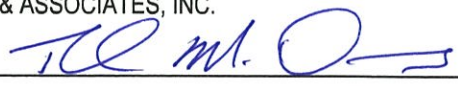
**DELIVERABLES:** Refer to Attachment A for details.

**DURATION:**

This Agreement shall remain in effect until June 30, 2022 unless terminated as provided herein, or extended by mutual agreement in writing. This Agreement is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by reference.

**BUDGET:** Lump Sum not to exceed **\$54,410.00 plus reimbursables:** Refer to Attachment B for Fee Schedule and Attachment C for Rate Schedule.

CLIENT: \_\_\_\_\_  
CITY OF KYLE  
SIGNED: \_\_\_\_\_  
TYPED NAME: Scott Sellers  
TITLE: City Manager  
DATE: \_\_\_\_\_

PROVIDER: \_\_\_\_\_  
K FRIESE & ASSOCIATES, INC.  
SIGNED:   
TYPED NAME: Thomas M. Owens, P.E.  
TITLE: Executive Vice President  
DATE: 08 DEC 21

**Attachments:**

- Attachment A – Scope of Services
- Attachment B – Fee Schedule
- Attachment C – Rate Schedule



1120 S. Capital of Texas Highway  
CityView 2, Suite 100  
Austin, Texas 78746  
TBPE Firm #6535  
P - 512.338.1704 F - 512.338.1784  
kfriese.com

December 7, 2021

Ms. Jo Ann Garcia, PE  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

RE: Downtown Electrical Relocations  
VIA: E-Mail

Dear Ms. Garcia:

K Friese & Associates, Inc. (KFA) respectfully submits this proposal for the Downtown Electrical Relocations project. The total costs for the engineering services described herein is \$54,410.00. Thank you very much for the opportunity to continue to serve the City of Kyle. Please do not hesitate to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Blackburn', with a long horizontal flourish extending to the right.

Greg Blackburn, P.E.  
Project Manager

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

**PROJECT DESCRIPTION**

The City of Kyle (City) is relocating multiple overhead electrical lines to underground through downtown Kyle as part of the Downtown Kyle Beautification.

**SCOPE OF SERVICES**

The K Friese + Associates (KFA) team will provide engineering services in accordance with the terms and conditions of the Contract, including:

- Design Phase Services
- Bid Phase Services
- Construction Phase Services

Schneider Engineering, LLC (Schneider) is the electrical design subconsultant and will perform the technical design of the overhead electrical line relocations to underground.

McGray & McGray will provide limited topographic surveying services via separate contract directly with the City.

The scope of services to be provided is detailed in the following task descriptions.

**1. Design Phase Services**

- 1.1. Project Management - This task includes routine communication with the City, preparation of monthly project status reports; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring QA/QC efforts; and other activities associated with managing the project. It is assumed that the design phase will be completed in one (1) month, and one (1) in-person progress meeting will be attended throughout the design phase.
- 1.2. Site Visits – KFA will attend up to two (2) site visits during the design phase to review the proposed design and observe field conditions
- 1.3. Electrical Design – Schneider will design the electrical relocations, including plan sheets, contract documents, technical specifications, and cost estimate. A more detailed description of the electrical design scope is attached.
- 1.4. Survey – McGray & McGray will survey the project area to pick up existing utilities and add them to the project base file to be used for design. This item is for KFA's coordination effort with McGray & McGray, as the survey scope will be executed directly with the City under a separate contract.

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

**2. Bid Phase Services**

- 2.1. Project Management - This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 2.2. Bid Advertisement – KFA will coordinate and assemble all contract documents for bidding, create a project bid advertisement on CivCast to post all required bid documents, including plan sheets, contract documents, technical specifications, responses to questions, and addenda.
- 2.3. Pre-Bid Conference – The KFA Team will assist the City in conducting one (1) pre-bid conference. The KFA Team will attend the pre-bid and present the project and assist in answering questions.
- 2.4. Bidder Questions – The KFA Team will assist the City in responding to technical questions received from bidders during the bid phase of the project.
- 2.5. Addenda - The KFA Team will assist the City in preparing and issuing required Addenda to the bidders. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
- 2.6. Bid Opening and Award Recommendation - The KFA Team will attend the bid opening, perform all bid tabulation, review bids, perform reference checks, and make an award recommendation to the City.

**3. Construction Phase Services**

- 3.1. Project Management - This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project. It is assumed that the construction phase will last four (4) months.
- 3.2. Conformed Documents - The KFA Team will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
- 3.3. Pre-Construction Conference - The KFA Team will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.
- 3.4. Site Visits - The KFA Team will visit the site (4 visits) to check the progress of the work and verify general conformance with the project plans and technical specifications.
- 3.5. Submittal Reviews - The KFA Team will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

- 3.6. Requests for Information - The KFA Team will provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Four (4) RFI's have been assumed.
- 3.7. Contract Close-Out – The KFA Team will attend a final project walk-through, document “punch list items,” and issue an Engineer’s Concurrence for Project Acceptance letter.
- 3.8. Record Drawings – The KFA Team will use the Contractor’s redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City with one set of reproducible record drawings and provide one set of record drawings in electronic format.

**GENERAL ASSUMPTIONS**

1. This scope is based on the relocation of eight (8) locations from overhead electrical lines to underground, as shown on the attached exhibit.
2. KFA’s scope is limited to Project Management and coordination of the design effort. Schneider is responsible for all technical design and QA/QC of deliverables, as discussed in the attached scope.
3. No traffic control design is included in this scope. TxDOT traffic control standards will be provided in the plan set, but it is assumed that all traffic control will be the responsibility of the contractor.
4. No storm water pollution prevention plan (SWPPP) is included in this scope and will be the responsibility of the contractor.
5. The City will acquire all necessary easements.
6. The City will coordinate all necessary fencing adjustments or relocations on private property.
7. No geotechnical, environmental, or cultural resources investigations are included in this scope.
8. No relocations of utilities outside of the overhead electrical lines indicated in this scope are included.
9. Subsurface utility engineering (SUE) is not included in this scope.
10. Impacts to regulated floodplains are not anticipated.
11. All review, inspection, and permit fees will be paid for directly by the City.
12. City will provide to KFA all data in City’s possession relating to KFA’s services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.



SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

13. City will give prompt notice to KFA whenever City observes or becomes aware of any development that affects the scope or timing of KFA's services.
14. The City shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.

**MANPOWER/BUDGET ESTIMATE  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS**

Task	\$200.00 Principal Hrs	\$160.00 QA/QC Engineer Hrs	\$190.00 Project Manager Hrs	\$145.00 Project Engineer Hrs	\$115.00 Engineer In-Training Hrs	\$100.00 Senior Technician Hrs	\$60.00 Admin Hrs	Subconsultants						
								Total Hrs	Labor Cost \$	Schneider \$	Total Subconsultants \$	Expenses \$	Total Cost \$	
1 Design Phase Services														
1.1 Project Management	1		20				6	27	\$4,360			\$0	\$50	\$4,410
1.2 Site Visits (2)			6					6	\$1,140			\$0	\$100	\$1,240
1.3 Electrical Design								0	\$0	\$32,200		\$32,200		\$32,200
1.4 Survey			2					2	\$380			\$0		\$380
<b>Subtotal Design Phase</b>														\$38,230
2 Bid Phase Services														
2.1 Project Management			12				2	14	\$2,400			\$0		\$2,400
2.2 Bid Advertisement			12					12	\$2,280			\$0		\$2,280
2.3 Pre-Bid Conference			2					2	\$380			\$0	\$50	\$430
2.4 Bidder Questions			2					2	\$380			\$0		\$380
2.5 Addenda			2					2	\$380			\$0		\$380
2.6 Bid Opening & Award Recommendation			1					1	\$190			\$0	\$50	\$240
<b>Subtotal Bid Phase</b>														\$6,110
3 Construction Phase Services														
3.1 Project Management			16				6	22	\$3,400			\$0		\$3,400
3.2 Conformed Documents			1					1	\$190			\$0	\$50	\$240
3.3 Pre-Construction Conference			2					2	\$380			\$0	\$50	\$430
3.4 Site Visits (4)			8					8	\$1,520			\$0	\$200	\$1,720
3.5 Submittal Reviews			12					12	\$2,280			\$0		\$2,280
3.6 Requests for Information (4)			8					8	\$1,520			\$0		\$1,520
3.7 Contract Close-Out			1					1	\$190			\$0	\$50	\$240
3.8 Record Drawings			1					1	\$190			\$0	\$50	\$240
<b>Subtotal Construction Phase</b>														\$10,070
<b>Total</b>	<b>1</b>	<b>0</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>123</b>	<b>\$21,560</b>	<b>\$32,200</b>		<b>\$32,200</b>	<b>\$650</b>	<b>\$54,410</b>

SCHNEIDER ENGINEERING, LLC.



## PROFESSIONAL SERVICES AGREEMENT

PREPARED FOR  
K FRIESE + ASSOCIATES

NOVEMBER 19, 2021

## ATTACHMENT-1

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<b>CLIENT:</b>	K Friese + Associates
<b>PROJECT:</b>	City of Kyle Underground Beautification

### **SCOPE OF WORK:**

“Schneider Engineering, LLC” as CONSULTANT will provide “K Friese + Associates” as CLIENT with engineering services related to the design and supporting bid document material of the electrical distribution system for the City of Kyle downtown area, based on the e-mail received from Jo Ann Garcia on November 8, 2021.

### **Layout and Design**

- Prepare a set of construction drawings for the electrical distribution system at eight overhead to underground conversions locations. Design and drawings to be based on approved plats, drawings, exhibits and other information provided by CLIENT. Loads to be determined from CLIENT provided information. Changes to the CLIENT-furnished loads, drawings, or other information after the design process has begun will result in additional costs.
- Provide construction specifications and general material take-offs for the installation of the electrical distribution system per the Pedernales Electrical Cooperative design criteria.
- Provide description of major material items to be installed as shown on layout drawings.
- Interim and final design review with CLIENT: CONSULTANT will maintain contact with the CLIENT and transmit preliminary review drawings during the design process to ensure details conform to project requirements. Upon completion of the design, CONSULTANT will submit final review drawings to the CLIENT for review prior to submittal to Pedernales Electrical Cooperative (PEC). CONSULTANT will update final review drawings per Client comments.
- Coordinate with PEC to obtain approved electrical plans: CONSULTANT will submit updated final review drawings to PEC for approval and update plans per PEC comments, not to exceed two iterations. Additional review iterations will result in additional costs.
- Five site visits are included: the initial site visit and four visits as needed for project completion.
- Coordinate additional survey work with City survey company.

### **Permits and Bidding**

- Provide material and labor bidding sheet with descriptions and quantities. Bid document to be created and assembled by others. Bidding document, advertisement, opening, recommendation by others. CONSULTANT will answer RFIs as needed for bid process.
- Attend Prebid meeting
- Project scope does not include construction bidding or contracting services.
- Project scope does not include Permits and applications.

### **Staking and Construction**

- Answer RFIs as requested. Re-design of approved plans will be at the expense of the CLIENT
- Staking and inspections by others.
- Attend Preconstruction meeting
- Submittal material reviews.
- Final walk project walk through
- Estimated construction duration is approximately 2 months.

**As-Built Documentation**

- CONSULTANT will provide electrical record drawings at the completion of construction. Contractor furnished "red line" drawings must be provided to make updates. Contractor is responsible for the accuracy of the red lines. Multiple iterations of record drawing updates due to inaccurate red line drawings will result in additional costs.

**Assumptions**

- Design of electrical facilities will be based on the finalized plat approved by the authority having jurisdiction. Developer will provide the finalized plat and associated CAD drawings. CAD drawings will be to scale and indicate the coordinate system and scale factor used. Finalized plat will include easements for electrical facilities. CAD drawings will show ROW limits and street details to include edge of pavement and striping.
- The CLIENT shall furnish to CONSULTANT, during the term of the design process, current information and data as necessary to perform the engineering services.
- It is the responsibility of the CLIENT to coordinate with other utilities for facility locations.
- CONSULTANT services do not include any description of easement requirements or easement drawings.
- Services do not include any additional off-site or other system improvements.
- Traffic control and plans to be provided by the contractor.

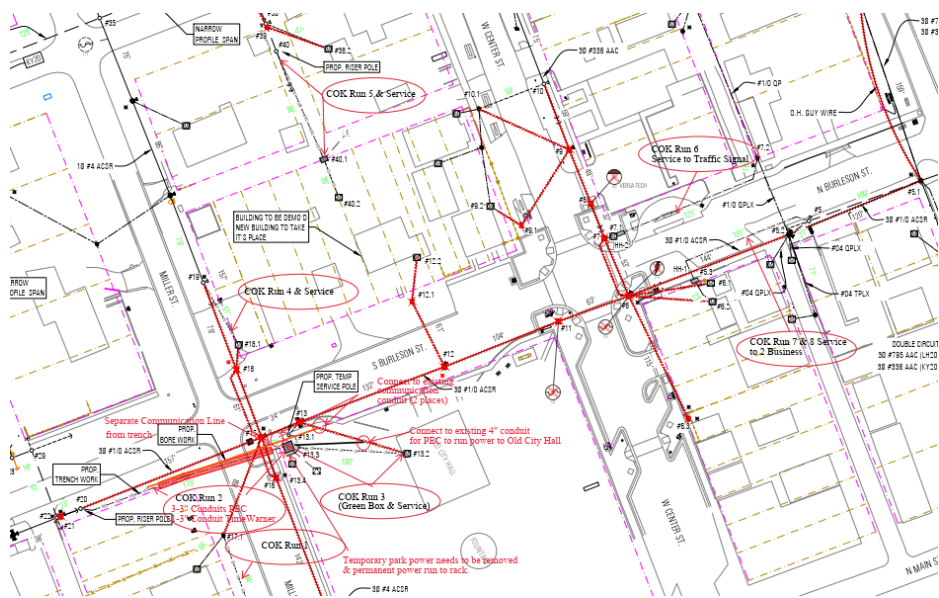
**COST PROPOSAL**

The estimated not to exceed cost for the engineering services for the scope of work outlined above is **\$32,200.**

**APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Project Area:**



## ATTACHMENT-2

The Owner shall pay the Engineer for services performed under this Agreement as follows:

POSITION	HOURLY RATE
President	\$250.00
Principal	\$230.00
Engineer VIII / Senior Consultant V	\$200.00
Engineer VII / Senior Consultant IV	\$185.00
Engineer VI / Senior Consultant III	\$170.00
Engineer V	\$155.00
Engineer IV	\$140.00
Engineer III	\$125.00
Engineer II	\$110.00
Engineer I	\$100.00
Project Manager V	\$180.00
Project Manager IV	\$165.00
Project Manager III / Senior Consultant II	\$155.00
Project Manager II / Senior Consultant I	\$140.00
Project Manager I	\$125.00
Project Analyst IV	\$120.00
Project Analyst III	\$105.00
Project Analyst II	\$90.00
Project Analyst I	\$75.00
Technician VI	\$135.00
Technician V	\$125.00
Technician IV / Designer III	\$110.00
Technician III / Designer II	\$95.00
Technician II / Designer I	\$85.00
Technician I	\$75.00
Technician Assistant	\$60.00
Administrative Staff	\$65.00
Administrative Assistant	\$55.00
Clerical	\$50.00

### **PERSONNEL OVERTIME CHARGES**

Hourly personnel overtime work will be invoiced at the base billing rate plus a multiplier of 1.5 times the employee hourly rate.

### **REIMBURSABLE EXPENSES**

- Mileage Reimbursement: \$0.62/mile for cars, \$0.80/mile for trucks, \$0.90/mile for fully equipped off-road survey trucks
- The following will be billed at cost plus 12%:
  - Copying costs
  - Transportation, subsistence and lodging
  - Approved sub-contract services



# CITY OF KYLE, TEXAS

## Plum Creek Phase 2, Section 2 - Final Plat (SUB-21-0211)

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Plum Creek Phase 2, Section 2 - Final Plat (SUB-21-0211) 55.026 acres; 201 single family lots, 2 public utility easements., 1 public utility easement - open space - landscape easement lot, 4 open space lots, 2 open space - landscape easements, 1 drainage easement - open space and landscape easement lot for property located off Kohler's Crossing and Jack C. Hays Trails. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- Staff Memo
- Final Plat
- Landowner Authorization Form
- Franchise Tax Status
- Deed
- Street Deed



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Mayor & Council

**FROM:** Will Atkinson – Senior Planner

**DATE:** Thursday, December 16, 2021

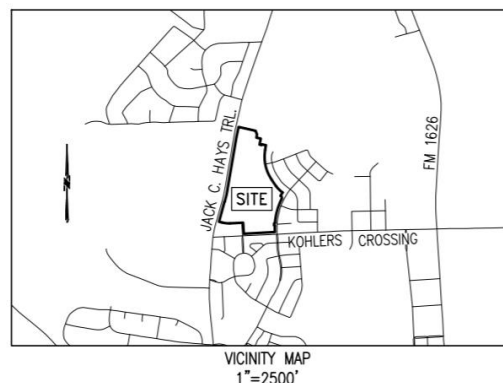
**SUBJECT:** Plum Creek Phase 2, Section 2 - Final Plat (SUB-21-0211)

### REQUEST

The applicant (Shervin Nooshin, P.E.), on behalf of Lennar Homes of Texas Land & Construction, LTD, is requesting approval of the Plum Creek Phase 2, Section 2, Final Plat.

### LOCATION

Plum Creek Phase 2, Section 2, is located in the southwest portion of land owned by Lennar Homes of Texas Land & Construction, LTD (55.02-acres). It consists of 201 single-family residences, and an assortment of utility related lots, bringing the total to 211 lots. The subdivision plat has been reviewed by several departments and is found to be compliant.





## **RECOMMENDATION**

At the December 14, 2021 Planning & Zoning Commission meeting, the Commission voted 4-0 to approve the final plat. Staff asks the Mayor & Council to approve the subdivision plat as it is compliant.

# FINAL PLAT PLUM CREEK PHASE 2 SECTION 2

55.026 ACRES OF LAND OUT OF THE M.M. McCARVER SURVEY, ABSTRACT NO. 10,  
HAYS COUNTY, TEXAS,

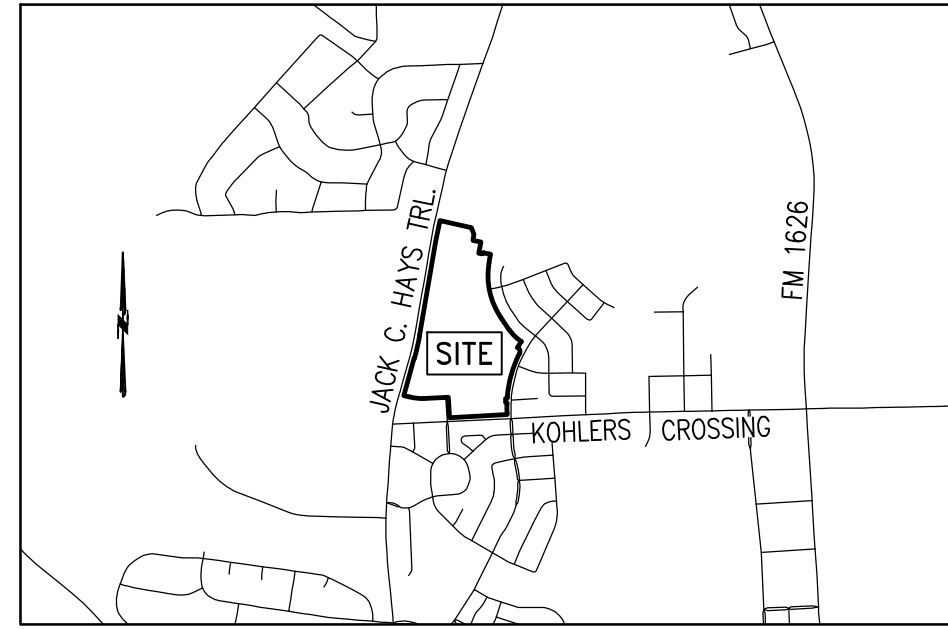
**SHEET INDEX:**

- SHEET 1: COVER, VICINITY MAP, SHEET INDEX, STREETS TABLE, LEGEND
- SHEET 2: PLAT 1 OF 2, RECORD DEED TABLES
- SHEET 3: PLAT 2 OF 2, AREA TABLES
- SHEET 4: LINE AND CURVE TABLES
- SHEET 5: PLAT NOTES AND DEDICATIONS

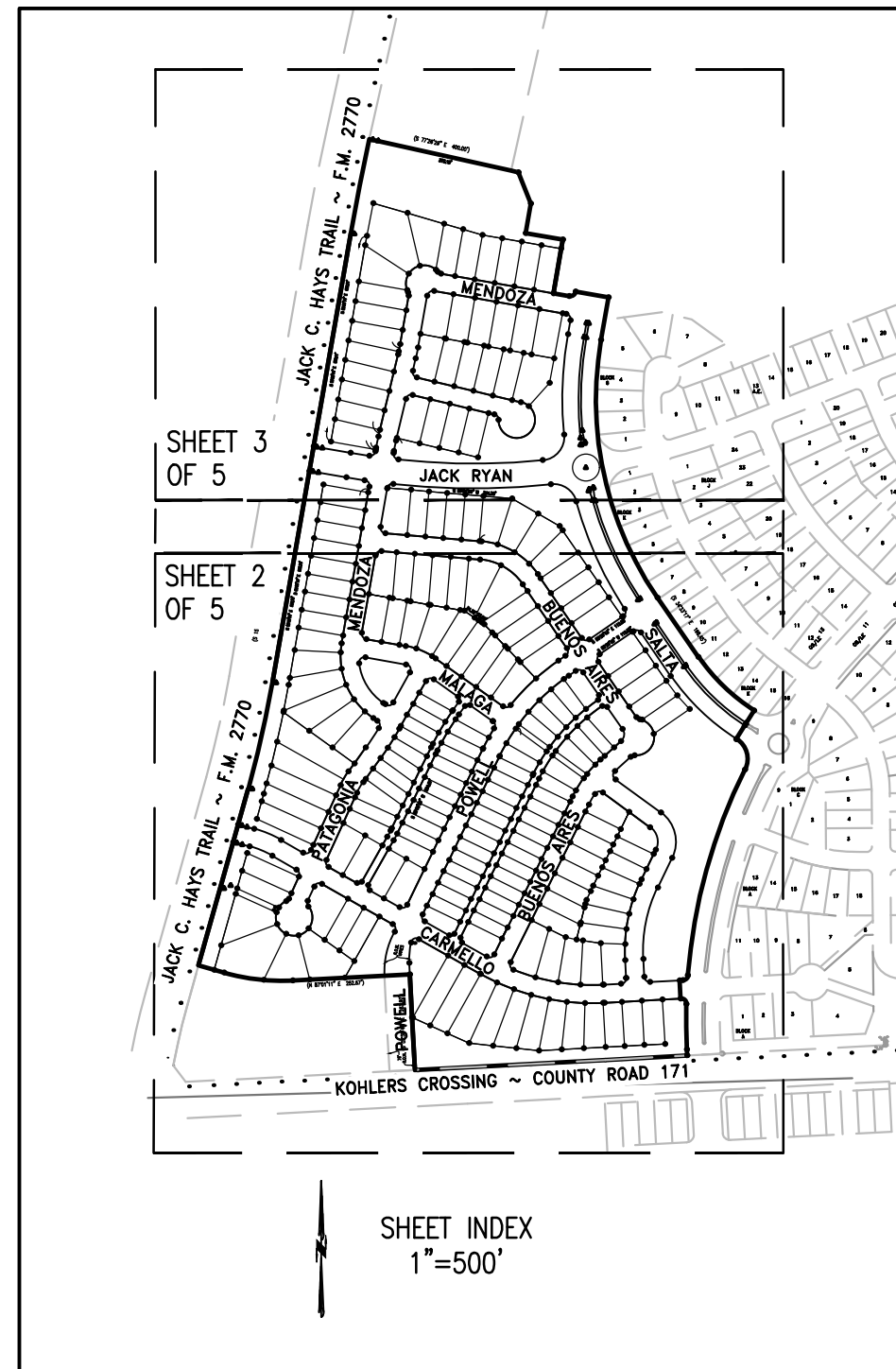
**OWNER:** LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.  
13620 N FM 620 BLDG D SUITE 150  
AUSTIN, TRAVIS COUNTY, TX 78759  
512.418.0258  
KEVIN.PAPE@LENNAR.COM

**SURVEYOR:** ERNESTO NAVARRETE, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6642 - STATE OF TEXAS  
LANDDEV CONSULTING, LLC  
5508 HWY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
512.872.6696  
ERNESTO.NAVARRETE@LDCTEAMS.COM  
TBPLS FIRM NO. 1019410

**ENGINEER:** SHERVIN NOOSHIN, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 96807 - STATE OF TEXAS  
LANDDEV CONSULTING, LLC  
5508 HWY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
512.872.6696  
SHERVIN.NOOSHIN@LDCTEAMS.COM  
TBPE FIRM NO. F-16384



VICINITY MAP  
1"=2500'



SHEET INDEX  
1"=500'

STREET NAME	LINEAR FEET
<u>PUBLIC</u>	
BUENOS AIRES:	1,750
CARMELLO:	1,330
JACK RYAN:	860
MALAGA:	495
MENDOZA:	1,737
PATAGONIA:	795
POWELL:	1,258
SALTA:	1,330
SANTA JULIA:	702
SANTIAGO:	342

TOTAL LINEAR FEET OF NEW PUBLIC STREETS: 10,599  
TOTAL LINEAR FEET OF NEW PRIVATE STREETS: 1,463  
TOTAL LINEAR FEET OF ALL NEW STREETS: 12,062

TOTAL AREA: 55.026 ACRES  
AREA OF SMALLEST LOT: 105 Sq. Ft.  
TOTAL NUMBER OF BLOCKS: 12  
TOTAL NUMBER OF LOTS: 211

SINGLE FAMILY/RESIDENTIAL LOTS: 201  
PUBLIC UTILITY EASEMENT LOTS: 2  
PUBLIC UTILITY EASEMENT/OPEN SPACE/LANDSCAPE EASEMENT LOTS: 1  
OPEN SPACE LOTS: 4  
OPEN SPACE/LANDSCAPE EASEMENT LOTS: 2  
DRAINAGE EASEMENT/OPEN SPACE/LANDSCAPE EASEMENT LOTS: 1

**LEGEND**

- ☐ TxDOT TYPE II R.O.W. MARKER FOUND
- 1/2" IRON ROD W/PLASTIC CAP STAMPED FOUND (AS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LANDDEV" SET OR PREVIOUSLY SET
- △ CALCULATED POINT
- ⊙ BENCHMARK
- ( ) ADJOINER INFORMATION
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- OS OPEN SPACE
- LE LANDSCAPE EASEMENT
- TYP TYPICAL
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

**BENCHMARK INFORMATION:**

**BM#1:**  
SQUARE CUT FOUND ON THE TOP OF A CONCRETE INLET, ALONG THE SOUTH LINE OF KOHLERS CROSSING, APPROXIMATELY 50' WEST OF THE INTERSECTION OF KOHLERS CROSSING AND POWELL LANE, AND APPROXIMATELY 625' EAST OF THE INTERSECTION OF KOHLERS CROSSING AND COUNTY ROAD 2770 (JACK C. HAYS TRAIL).  
ELEVATION = 797.12'  
VERTICAL DATUM: NAVD 88

**BM#2:**  
SQUARE CUT FOUND ON THE TOP OF A CONCRETE HEADWALL ALONG THE NORTH LINE OF KOHLERS CROSSING, APPROXIMATELY 1260' WEST OF THE INTERSECTION OF KOHLERS CROSSING AND BENNER ROAD, AND APPROXIMATELY 2050' EAST OF THE INTERSECTION OF KOHLERS CROSSING AND COUNTY ROAD 2770 (JACK C. HAYS TRAIL).  
ELEVATION = 773.96'  
VERTICAL DATUM: NAVD 88

**SURVEY NOTES:**

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

FILE No: 1373 CITY PROJECT NUMBER 2021-FP-\_\_

PLAT PREPARATION DATE	JULY, 2021
APPLICATION SUBMITTAL DATE	
1 ADDRESS CITY COMMENTS AND ADD P.U.E. STUB-OUTS	JH 10-15-2021
No: REVISION:	BY: DATE:

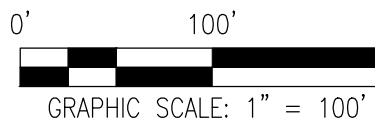


TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAMS.COM

**FINAL PLAT  
PLUM CREEK PHASE 2, SECTION 2  
55.026 ACRES  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS**

M.M. McCARVER SURVEY,  
ABSTRACT NO. 10

MATCHLINE SHEET 3 OF 5



(0.535 ACRES)  
DISTRICT NATURAL GAS EASEMENT  
CENTERPOINT ENERGY  
DOCUMENT NO. O.P.R.H.C.T.X.

JACK C. HAYS TRAIL ~ F.M. 2770  
(VARYING WIDTH R.O.W.)  
N 15°43'39" E 504.22' (S 15°44'17" W 504.10')

MATCHLINE SHEET 3 OF 5

PLUM CREEK PHASE 2, SECTION 17  
DOCUMENT NO. 20042677  
O.P.R.H.C.T.X.

BARCELONA

SALTA

BUENOS AIRES

DE/LE/OS

SANTA JULIA

CARMELLO

PLUM CREEK PHASE 2, SECTION 1  
DOCUMENT NO. 20042677  
O.P.R.H.C.T.X.

(0.621 AC.)  
WASTEWATER LINE EASEMENT  
CITY OF KYLE, TEXAS  
DOCUMENT NO. 19024117  
O.P.R.H.C.T.X.

BLOCK A, LOT 1  
(3.551 ACRES)  
PLUM CREEK PHASE II,  
NORTHWEST BUSINESS PARK  
DOCUMENT NO. 17042348  
O.P.R.H.C.T.X.

(0.421  
OF ONE ACRE)  
STREET DEED  
CITY OF KYLE, TEXAS  
DOCUMENT NO. 20000733  
O.P.R.H.C.T.X.

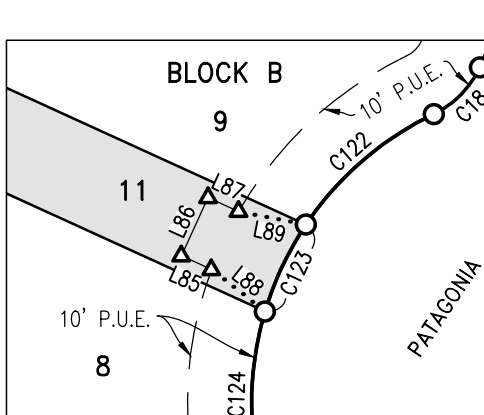
(1.663 ACRES)  
PARCEL NO. 1  
DEED  
STATE OF TEXAS  
VOL. 1076, PG. 211  
O.P.R.H.C.T.X.

(2.163 ACRES)  
(TRACT 1 - 1.171 AC.)  
DEDICATION OF RIGHT-OF-WAY  
CITY OF KYLE, TEXAS  
VOL. 3220, PG. 508  
O.P.R.H.C.T.X.

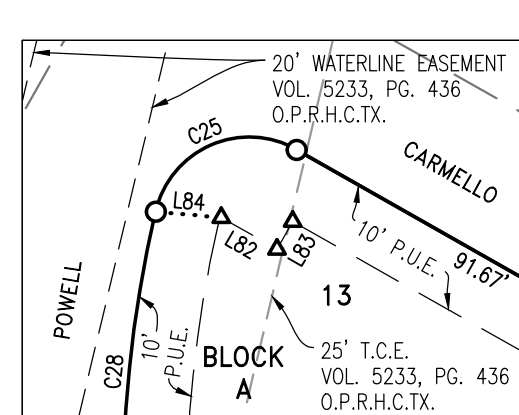
KOHLERS CROSSING ~ COUNTY ROAD 171  
(VARIABLE WIDTH R.O.W.)

APPROXIMATE LOCATION  
OF SURVEY LINE

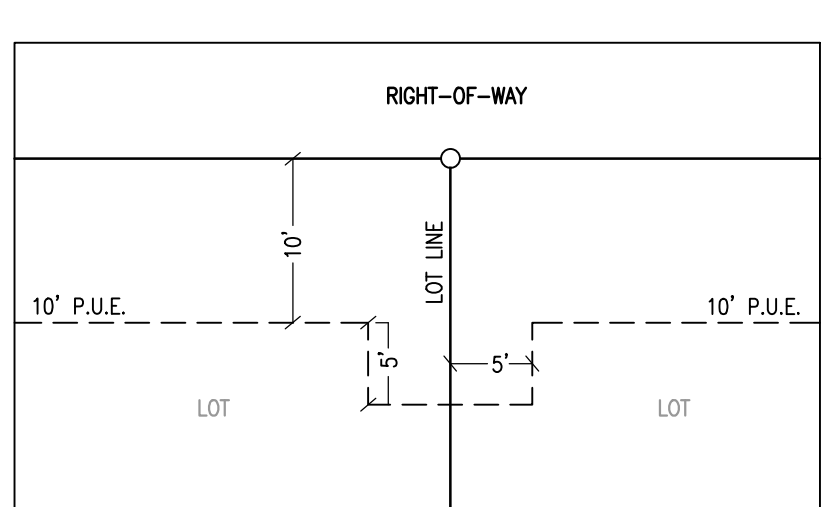
JOHN COOPER SURVEY,  
ABSTRACT NO. 100



P.U.E. DETAIL "A"  
1"=30'



P.U.E. DETAIL "B"  
1"=30'



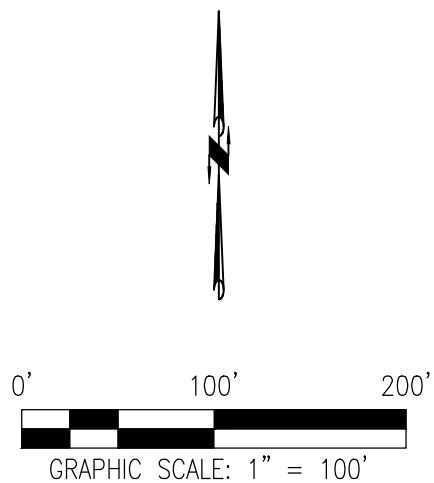
TYPICAL P.U.E. STUB-OUT  
N.T.S.

FILE No: 1373	CITY PROJECT NUMBER 2021-FP--
PLAT PREPARATION DATE	JULY, 2021
APPLICATION SUBMITTAL DATE	
1 ADDRESS CITY COMMENTS AND ADD P.U.E. STUB-OUTS	JH 10-15-2021
NO: REVISION:	BY: DATE:



TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6896  
LDCTEAMS.COM

FINAL PLAT  
PLUM CREEK PHASE 2, SECTION 2  
55.026 ACRES  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS



M.M. McCARVER SURVEY,  
ABSTRACT NO. 10

TRACT 1  
(324.250 ACRES)  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.  
DOCUMENT NO. 16029226  
O.P.R.H.C.T.X.

(1.121 ACRES)  
DISTRICT NATURAL GAS EASEMENT  
CENTERPOINT ENERGY  
DOCUMENT NO. 19018269  
O.P.R.H.C.T.X.

PORTION OF  
(983.99 ACRES) ~ TRACT 2  
DEED WITHOUT WARRANTY  
MOUNTAIN PLUM, LTD.  
VOL. 2047, PG. 139  
O.P.R.H.C.T.X.

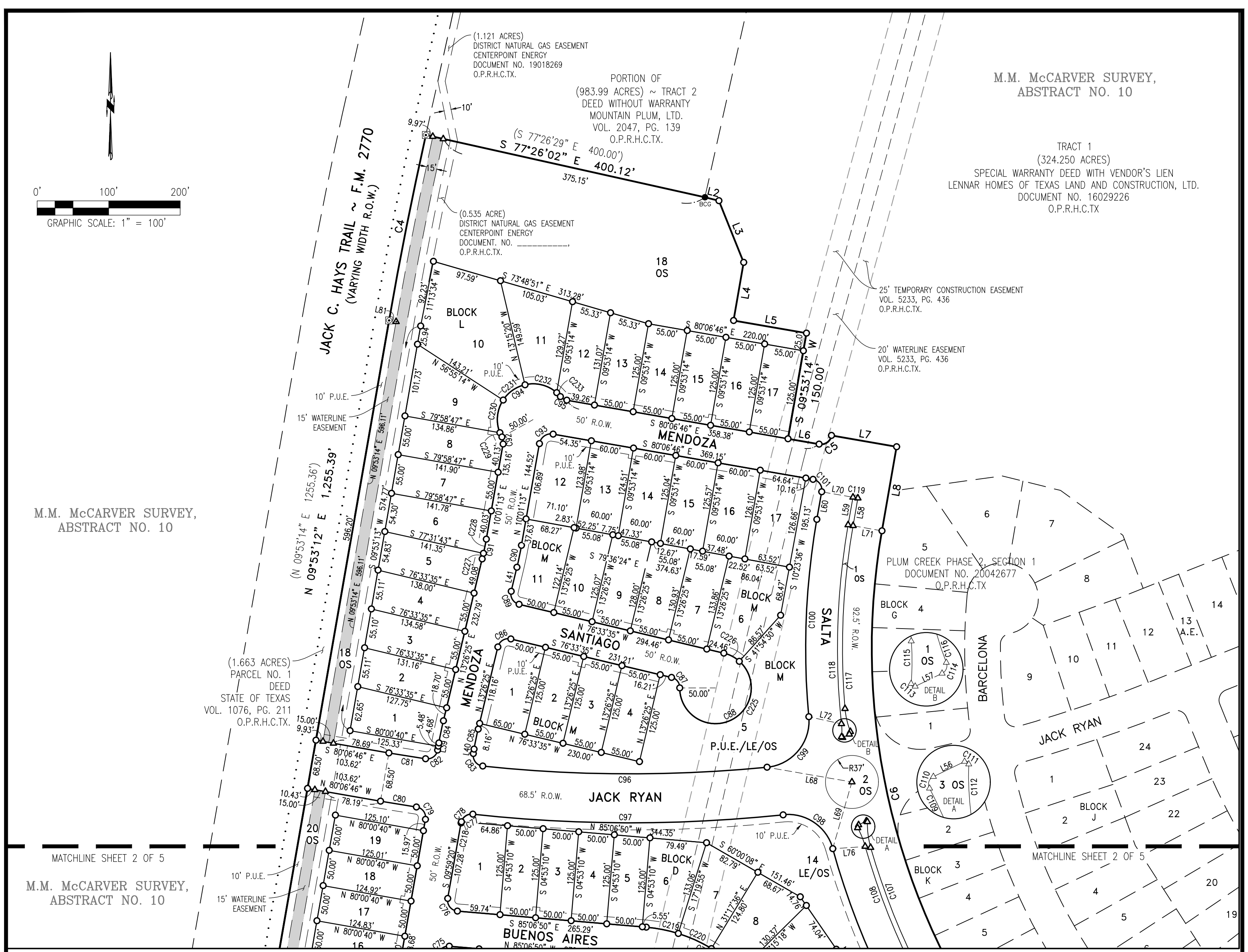
(0.535 ACRE)  
DISTRICT NATURAL GAS EASEMENT  
CENTERPOINT ENERGY  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.T.X.

25' TEMPORARY CONSTRUCTION EASEMENT  
VOL. 5233, PG. 436  
O.P.R.H.C.T.X.

20' WATERLINE EASEMENT  
VOL. 5233, PG. 436  
O.P.R.H.C.T.X.

M.M. McCARVER SURVEY,  
ABSTRACT NO. 10

M.M. McCARVER SURVEY,  
ABSTRACT NO. 10



BLOCK A		BLOCK B		BLOCK C		BLOCK D		BLOCK E		BLOCK F		BLOCK G		BLOCK G		BLOCK H		BLOCK H		BLOCK J		BLOCK K		BLOCK L		BLOCK M	
Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres	Lot	Acres
1	0.160	1	0.265	1	0.201	1	0.201	1	0.178	1	0.166	1	0.102	22	0.123	1	0.157	21	0.089	1	0.173	1	0.170	1	0.185		
2	0.153	2	0.159	2	0.210	2	0.143	2	0.146	2	0.151	2	0.082	23	0.135	2	0.182	22	0.089	2	0.153	2	0.163	2	0.158		
3	0.146	3	0.152	3	0.220	3	0.143	3	0.146	3	0.158	3	0.082	24	0.089	3	0.140	23	0.089	3	0.164	3	0.168	3	0.158		
4	0.155	4	0.233	4	0.269	4	0.143	4	0.144	4	0.172	4	0.082	25	0.096	4	0.103	24	0.089	4	0.175	4	0.172	4	0.158		
5	0.162	5	0.294	5	0.336	5	0.143	5	0.132	5	0.218	5	0.083	26	0.106	5	0.136	25	0.089	5	0.188	5	0.179	5	0.999		
6	0.176	6	0.233	6	0.201	6	0.190	6	0.144	6	0.144	6	0.083	27	0.037	6	0.099	26	0.127	6	0.199	6	0.186	6	0.248		
7	0.190	7	0.419	7	0.197	7	0.195	7	0.131	7	0.131	7	0.083	28	0.110	7	0.094	27	0.175	7	0.160	7	0.179	7	0.167		
8	0.205	8	0.264	8	0.248	8	0.197	8	0.122	8	0.122	8	0.083	29	0.092	8	0.095	28	0.159	8	0.141	8	0.178	8	0.163		
9	0.228	9	0.160	9	0.237	9	0.181	9	0.120	9	0.120	9	0.083	30	0.087	9	0.091	9	0.159	9	0.161	9	0.220	9	0.160		
10	0.245	10	0.175	10	0.186	10	0.143	10	0.120	10	0.120	10	0.084	31	0.086	10	0.085	10	0.173	10	0.173	10	0.416	10	0.156		
11	0.227	11	0.477	11	0.158	11	0.143	11	0.119	11	0.119	11	0.084	32	0.084	11	0.081	11	0.081	11	0.148	11	0.221	11	0.181		
12	0.231			12	0.143	12	0.143	12	0.119	12	0.119	12	0.084	33	0.084	12	0.081	12	0.153	12	0.153	12	0.168	12	0.200		
13	0.281			13	0.143	13	0.185	13	0.152	13	0.152	13	0.084	34	0.084	13	0.082	13	0.158	13	0.158	13	0.162	13	0.171		
14	1.101			14	0.143	14	0.143	14	0.158	14	0.158	14	0.084	35	0.084	14	0.114	14	0.163	14	0.163	14	0.158	14	0.172		
				15	0.143	15	0.143	15	0.118	15	0.118	15	0.095	36	0.084	15	0.114	15	0.218	15	0.218	15	0.158	15	0.173		
				16	0.143	16	0.143	16	0.122	16	0.122	16	0.101	37	0.084	16	0.092	16	0.230	16	0.230	16	0.158	16	0.173		
				17	0.143	17	0.143	17	0.133	17	0.133	17	0.036	38	0.084	17	0.088	17	0.169	17	0.169	17	0.158	17	0.186		
				18	0.143	18	0.143	18	0.132	18	0.132	18	0.096	39	0.084	18	0.089	18	0.159	18	0.159	18	2.748				
				19	0.144	19	0.144	19	0.138	19	0.138	19	0.096	40	0.083	19	0.089	19	0.150	19	0.150						
				20	1.214	20	1.214	20	0.140	20	0.140	20	0.096	41	0.083	20	0.089	20	0.160								
												21	0.097	42	0.143												

PLAT PREPARATION DATE	JULY, 2021
APPLICATION SUBMITTAL DATE	
1 ADDRESS CITY COMMENTS AND ADD P.U.E. STUB-OUTS	JH 10-15-2021
NO: REVISION:	BY: DATE:



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FINAL PLAT  
PLUM CREEK PHASE 2, SECTION 2  
55.026 ACRES  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

L:\Projects\1373-Plum Creek Phase 2\600-Survey\607-CADD\Plots\Phase 2 Section 2\1373-Plum Creek Ph 2 Final Plat.dwg  
PLOT DATE: 07-28-2021-1047am



\* SEE TABLES BELOW FOR RECORD DEED CALLS

LINE TABLE with columns: LINE #, BEARING, DISTANCE. Rows L1 to L46.

LINE TABLE with columns: LINE #, BEARING, DISTANCE. Rows L47 to L91.

RECORD LINE TABLE with columns: LINE #, BEARING, DISTANCE. Rows L1 to L12.

RECORD CURVE TABLE with columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Rows C1 to C12.

CURVE TABLE with columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Rows C1 to C81.

CURVE TABLE with columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Rows C82 to C162.

CURVE TABLE with columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Rows C163 to C243.

FILE No: 1373 CITY PROJECT NUMBER 2021-FP--

PLAT PREPARATION DATE, APPLICATION SUBMITTAL DATE, ADDRESS CITY COMMENTS AND ADD P.U.E. STUB-OUTS table.



TBPE NO: 16384 - TBPLS NO: 10194101 5508 HIGHWAY 290 WEST, SUITE 150 AUSTIN, TX 78735 512.872.6666 LDCTEAMS.COM

FINAL PLAT PLUM CREEK PHASE 2, SECTION 2 55.026 ACRES M.M. McCARVER SURVEY, ABSTRACT NO. 10 HAYS COUNTY, TEXAS

# FINAL PLAT PLUM CREEK PHASE 2 SECTION 2

55.026 ACRES OF LAND OUT OF THE M.M. McCARVER SURVEY, ABSTRACT NO. 10,  
HAYS COUNTY, TEXAS,

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS  
THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING BY AND THROUGH ITS GENERAL PARTNER, U.S. HOME CORPORATION, THE SOLE OWNER OF 55.026 ACRES IN THE M. M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT DESIGNATED AS TRACT 1, AND A PORTION OF A CERTAIN CALLED 10.869 ACRE TRACT DESIGNATED AS TRACT 3, BOTH DESCRIBED IN DOCUMENT NO. 2016029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DOES HEREBY SUBDIVIDE 55.026 ACRES OUT OF SAID 324.250 ACRE TRACT AND SAID 10.869 ACRE TRACT, AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE CITY OF KYLE, TEXAS, THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND OTHER PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF KYLE MAY DEEM APPROPRIATE.

PLUM CREEK PHASE 2, SECTION 2

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BY: U.S. HOME CORPORATION, A DELAWARE CORPORATION, ITS GENERAL PARTNER

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT OF AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS.

GENERAL NOTES:

- TOTAL ACREAGE: 55.026 ACRES  
THE TOTAL AREA OF STREET RIGHTS-OF-WAY (BUENOS AIRES, CARMELLO, JACK RYAN, MALAGA, MENDOZA, PATAGONIA, POWELL, SALTA, SANTA JULIA, SANTIAGO) TO BE DEDICATED IN THIS SUBDIVISION IS 14.103 ACRES.  

211	TOTAL NUMBER OF LOTS
201	SINGLE FAMILY LOTS
2	PUBLIC UTILITY EASEMENT LOTS
1	PUBLIC UTILITY EASEMENT/OPEN SPACE/LANDSCAPE EASEMENT LOTS
4	OPEN SPACE LOTS
2	OPEN SPACE/LANDSCAPE EASEMENT LOTS
1	DRAINAGE EASEMENT/OPEN SPACE/LANDSCAPE EASEMENT LOTS
- PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. ORDINANCE 311, PLUM CREEK SUBDIVISION ORDINANCE 308, & ORDINANCE 690.
- ALL UTILITIES WITHIN THE SUBDIVISION WILL BE UNDERGROUND.
- ALL STREETS, ALLEYS, PEDESTRIAN RIGHTS-OF-WAY, PARK/DRAINAGE EASEMENT LOTS, ACCESS EASEMENTS, AND ALL LANDSCAPE EASEMENT AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA) OR ASSIGNS. IT SHALL BE THE HOA'S RESPONSIBILITY FOR KEEPING SAID RIGHTS-OF-WAY, LOTS AND LANDSCAPE EASEMENT AREAS NEATLY CUT, FREE OF DEBRIS, AND FREE OF ALL TREE/BRUSH REGROWTH.
- FOR ALL RESIDENTIAL LOTS, A 10' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL ROW, EXCEPT ALLEYS.
- ACCESS TO ALL PRIVATE RIGHTS-OF-WAY HEREON IS GRANTED TO CITY OF KYLE FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY OWNED FACILITIES CONTAINED THEREIN.
- THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS IN THIS SUBDIVISION SHALL BE THE HIGHEST OF THE FOLLOWING CRITERIA:
  - EIGHT INCHES ABOVE FINAL FINISHED ADJACENT GRADE, EXCLUDING DRIVEWAYS, OR
  - THE MINIMUM FINISHED FLOOR ELEVATION SHOWN ON THE INDIVIDUAL LOT

PUBLIC UTILITY INFORMATION:  
THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

<u>WATER:</u> CITY OF KYLE 100 W. CENTER ST. KYLE, TEXAS 78640	<u>WASTEWATER:</u> CITY OF KYLE 100 W. CENTER ST. KYLE, TEXAS 78640
---	--

ENGINEER'S CERTIFICATION:

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

\_\_\_\_\_  
SHERVIN NOOSHIN, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 96807 - STATE OF TEXAS  
SHERVIN.NOOSHIN@LDCTEAMS.COM  
LANDDEV CONSULTING, LLC.  
FIRM# F-16384  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TEXAS 78735  
(512) 872-6696

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, PLUM CREEK PHASE 2, SECTION 2 LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0270F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS.

HAYS COUNTY CLERK

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

THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER

CLERK'S FILE NUMBER \_\_\_\_\_. WITNESS MY HAND AND SEAL OF OFFICE OF HAYS

COUNTY ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

FILED FOR RECORD AT \_\_\_\_ O'CLOCK \_\_\_\_M. THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

\_\_\_\_\_  
ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

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

BY: \_\_\_\_\_  
CHAIRPERSON

THIS PLAT (PLUM CREEK PHASE 2, SECTION 2) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COMMISSION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

THIS PLAT (PLUM CREEK PHASE 2, SECTION 2) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
SECRETARY

FILE No: 1373 CITY PROJECT NUMBER 2021-FP-\_\_

SHEET 5 OF 5

PLAT PREPARATION DATE	JULY, 2021	
APPLICATION SUBMITTAL DATE		
1 ADDRESS CITY COMMENTS AND ADD P.U.E. STUB-OUTS	JH	10-15-2021
No: REVISION:	BY:	DATE:



TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAMS.COM

FINAL PLAT  
PLUM CREEK PHASE 2, SECTION 2  
55.026 ACRES  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: 55.026 ACRES OF LAND OUT OF THE M.M. McCARVER SURVEY, ABSTRACT NO. 10, HAYS COUNTY, TEXAS

# of lots (if subdivided): 211 total (201 single family) # of acres: 55.026 acres

Site APN/Property ID #(s): R151283, R146068

Location: Northeast corner of Jack C Hays Trail and Kohlers Crossing County: Hays

Development Name: Plum Creek Phase 2 Section 2

**OWNER**

Company/Applicant Name: Lennar Homes of Texas Land and Construction, LTD

Authorized Company Representative (if company is owner): Kevin Pape

Type of Company and State of Formation: Private Limited Company, Texas

Title of Authorized Company Representative (if company is owner): VP Land Development

Applicant Address: 13620 N FM 620, Building D – Suite 150, Austin, TX 78759

Applicant Fax: \_\_\_\_\_

Applicant Phone: 512-418-0258

Applicant/Authorized Company Representative Email: kevin.pape@lennar.com

**APPLICANT REPRESENTATIVE**

Check one of the following:

\_\_\_\_. I will represent the application myself; or

X I hereby designate Shervin Nooshin (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: [Signature] Date: 9/3/21

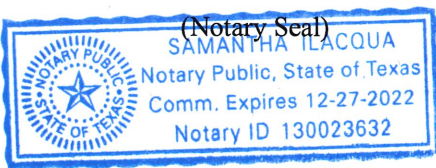
State of Texas §

County of Williamson §

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.).

SUBSCRIBED AND SWORN TO before me, this the 3rd day of September, 2021.

[Signature]  
Notary Public's Signature  
12-27-22  
My Commission Expires



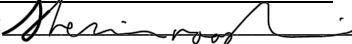
PROJECT REPRESENTATIVE

Representative Name: Shervin Nooshin

Representative Address: 5508 US HWY 290 W Suite 150, Austin, TX 78704

Representative Phone: 512-872-6696

Representative Email: Shervin.Nooshin@ldcteams.com

Representative's Signature:  Date: 9/8/2021





## Franchise Tax Account Status

As of : 09/08/2021 08:53:39

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

<b>LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.</b>	
<b>Texas Taxpayer Number</b>	17527920189
<b>Mailing Address</b>	700 NW 107TH AVE MIAMI, FL 33172-3161
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	11/24/1998
<b>Texas SOS File Number</b>	0011452910
<b>Registered Agent Name</b>	CORPORATE CREATIONS NETWORK INC.
<b>Registered Office Street Address</b>	5444 WESTHEIMER #1000 HOUSTON, TX 77056

After Recording, Please Return To:

John Bartram  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

15/ITC/ 1419007 -COM/GMH

**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 WITH VENDOR'S LIEN**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS: THAT

COUNTY OF HAYS

§

§

**PC OPERATING PARTNERS, LTD.**, a Texas limited partnership ("**Grantor**"), for the consideration hereinafter stated paid and secured to be paid by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("**Grantee**"), whose mailing address is 12401 Research Boulevard, Building One, Suite 300, Austin, Texas 78759, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Hays County, Texas, which is described on **Exhibit A** attached hereto and incorporated herein by reference, together with all oil, gas, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "**Land**");
- (2) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**");
- (3) All equipment, fixtures, and other items of any kind or nature which are attached or affixed to the Land or the Improvements (all of the foregoing being referred to

the Improvements and/or Fixtures; (d) all governmental approvals and/or permits relating to or benefiting the Land; and (e) all utility service rights, permits and/or commitments relating to or benefiting the Land (all of the foregoing being referred to herein collectively as the “**Appurtenances**”).

The Land, Improvements, Fixtures and Appurtenances are collectively referred to herein as the “**Property**”.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee’s successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions appearing in the recorded documents and other matters listed on **Exhibit B** attached to this deed and incorporated herein by reference, to the extent, but only to the extent, that such title exceptions are presently valid and existing (it being expressly stipulated that the sole purpose of this exception is to limit the warranties in this deed and that nothing in this deed will have the effect of recognizing, validating, ratifying or re-imposing any title exception that has been released, forfeited, terminated, abandoned or otherwise removed in fact or by operation of law); and (b) all taxes and assessments by any taxing authority for the current and all subsequent years and all liens securing the payment thereof.

The consideration for this conveyance is as follows: (i) Ten Dollars (\$10.00) and other good and valuable cash consideration to Grantor in hand paid by Grantee; and (ii) one certain promissory note of even date herewith in the original principal amount of \$11,350,000.00 made, executed, and delivered by Grantee, payable to the order of Texas Community Bank (the “**Note**”). The Note is by reference incorporated herein as fully and completely as if the same were here set forth verbatim. A vendor’s lien, together with superior title remaining in Grantor as vendor (“**Vendor’s Lien**”), is retained against the Property in favor of the holder of the Note (the “**Beneficiary**”) for the security of and until the full and final payment of the Note. The Vendor’s Lien is hereby assigned and transferred to the Beneficiary without recourse or warranty of any kind or nature. Payment of the Note is additionally secured by a deed of trust lien on the Property created in the deed of trust (the “**Deed of Trust**”) of even date herewith from Grantee to Adam Garza, Trustee, and in the event of default in the payment of the Note, or in the event of default in the performance of any of the covenants or conditions contained in the Deed of Trust which on the part of the grantor therein are to be kept and performed, then Beneficiary will have the option to mature the Note and to foreclose the Vendor’s Lien herein retained or the Deed of Trust lien which secures the payment of the Note, or both of said liens, either under the power of sale contained in the Deed of Trust or by court proceedings as Beneficiary may elect

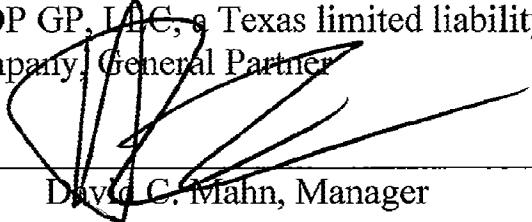
EXECUTED AND DELIVERED the 25 day of August, 2016 (the “**Effective Date**”).

(Signatures are on following pages)

**GRANTOR:**

**PC OPERATING PARTNERS, LTD.**, a Texas limited partnership

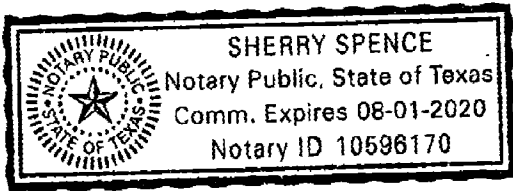
By: PCOP GP, LLC, a Texas limited liability Company, General Partner


By:   
David C. Mahn, Manager

THE STATE OF TEXAS           §

COUNTY OF TRAVIS           §

This instrument was acknowledged before me this 25 day of August, 2016 by David C. Mahn, Manager of PCOP GP, LLC, a Texas limited liability company, as General Partner of PC OPERATING PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public Signature

**GRANTEE:**

**LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership

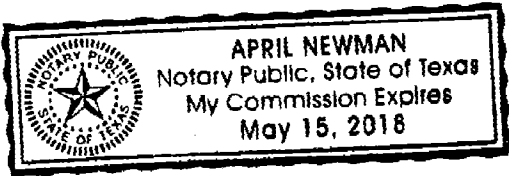
By: Lennar Texas Holding Company, a Texas corporation, General Partner

By: *[Signature]*  
Name: Amanda Ternejcic  
Title: Authorized Agent

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20<sup>th</sup> day of August, 2016 by Amanda Ternejcic, Authorized Agent of Lennar Texas Holding Company, a Texas corporation, general partner of Lennar Homes of Texas Land and Construction, Ltd. a Texas limited partnership, on behalf of said corporation and limited partnership.



*April Newman*  
Notary Public Signature

## Exhibit A

### TRACT 1:

324.250 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas; being a portion of the remainder of the 329.46 acres described as Tract One, Parcel One in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas and more particularly described by metes and bounds in Exhibit 'A-1' attached hereto and made a part hereof.

### TRACT 2:

51.48 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being the same property described as Tract One, Parcel Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas. Said 51.48 acres of land being more particularly described by metes and bounds in Exhibit 'A-2' attached hereto and made a part hereof.

### TRACT 3:

10.869 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 14.42 acre tract of land described as Tract Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 170, Official Public Records, Hays County, Texas. Said 10.869 acres of land being more particularly described by metes and bounds in Exhibit 'A-3' attached hereto and made a part hereof.

### TRACT 4:

2.581 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 983.99 acre tract of land described Deed to Mountain Plum, Ltd. recorded in Volume 2297, Page 139, Official Public Records, Hays County, Texas. Said 2.581 acres of land being more particularly described by metes and bounds in Exhibit 'A-4' attached hereto and made a part hereof.

324.250-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Exhibit A-1

Job No. 5549-01-001  
FN1626R3(en)  
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 324.250 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 324.250 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

**THENCE** N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

**THENCE** with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,



324.250-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Exhibit A-1

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Page 2 of 4

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

**THENCE** leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the

324.250-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Exhibit A-1

Job No. 5549-01-001  
FN1626R3(en)  
Page 3 of 4

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

**THENCE** leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following nineteen (19) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, at a distance of 480.93 feet passing a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found and continuing for a total distance of 610.78 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
5. N 47° 15' 44" W, a distance of 538.63 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
6. S 47° 53' 10" W, a distance of 93.75 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
7. S 44° 44' 47" W, a distance of 259.46 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
8. S 54° 50' 52" W, a distance of 110.19 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
9. S 60° 11' 22" W, a distance of 72.39 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
10. S 43° 07' 49" W, a distance of 67.72 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
11. S 45° 36' 55" W, a distance of 316.61 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
12. S 27° 58' 58" W, at a distance of 4.51 feet passing a 1/2-inch iron rod with a plastic cap stamped

324.250-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Exhibit A ~ |

Job No. 5549-01-001  
FN1626R3(en)  
Page 4 of 4

15. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
16. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
17. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
18. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
19. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

**THENCE** with the north right-of-way line of said Kohler's Crossing (County Road 171), and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the **POINT OF BEGINNING** and containing 324.250 acres of land, more or less.

324.250-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Job No. 5549-01-001  
FN1626R3(en)  
Page 5 of 4

Exhibit A - 1

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 26<sup>th</sup> day of August 2016 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 - State of Texas

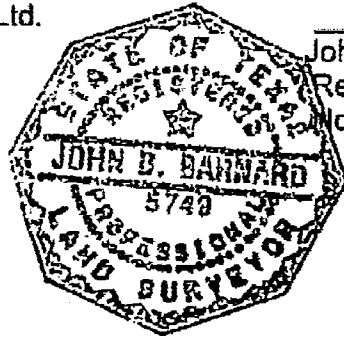


EXHIBIT A-2

TRACT 2 DESCRIPTION

51.48-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

EXHIBIT A

Job No. 5549-01-001  
FN1827(en)  
Page 1 of 2

**FIELD NOTES DESCRIPTION**

DESCRIPTION OF 51.48 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 983.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 809, Page 843, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.80 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 983.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 551.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 822.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 845.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'26" E, with the east line of the said 983.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 989.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 983.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1826, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°09'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 983.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'26" E, a distance of 922.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1116.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 805.92 feet, an arc distance of 299.41 feet.

61.48-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
Hays County, Texas

Job No. 5549-01-001  
FN1627(en)  
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1627(en)  
H:\Survey\FieldNotes\FN-1800s\FN1627(en).doc

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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31<sup>st</sup> day of July 2014 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas

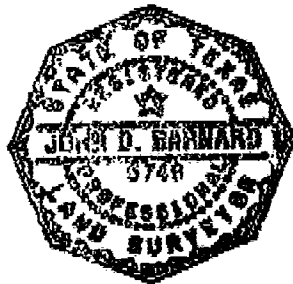


EXHIBIT A-3

TRACT 3 DESCRIPTION

10.869-Ac.  
M.M. McCarver Sur. No. 4, A-10,  
John Cooper Survey No. 13, A-100  
Hays County, Texas

Exhibit A-3

Job No. 5649-01-001  
FN1756(en)  
Page 1 of 4

**FIELD NOTES DESCRIPTION**

DESCRIPTION OF 10.869 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, AND THE JOHN COOPER SURVEY NUMBER 13, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 14.42 ACRE TRACT DESIGNATED AS TRACT TWO: AREA 14, AND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 170, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 10.869 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 305, Official Public Records of Hays County, Texas, same being the southerly southwest corner of the said 14.42 acre tract;

THENCE N 87°01'11" E, with the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, with the south line of the said 14.42 acre tract, a distance of 582.26 feet to a 1/4-inch iron rod with a plastic cap stamped "BCG" set, for the southerly southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, crossing the said 14.42 acre tract, with the west and south lines of the tract described herein, the following four (4) courses and distances:

1. N 02°58'49" W, a distance of 283.81 feet to a 1/4-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. S 87°01'11" W, a distance of 252.57 feet to a 1/4-inch iron rod with a plastic cap stamped "BCG" set for a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 585.00 feet, an arc distance of 190.97 feet, and a chord which bears N 83°37'41" W, a distance of 190.13 feet to a 1/4-inch iron rod with a plastic cap stamped "BCG" set for a point-of-tangency, and
4. N 74°16'34" W, a distance of 73.75 feet to a 1/4-inch iron rod with a plastic cap stamped "BCG" set in the east right-of-way line of R.M. Highway No. 2770, in the west line of the said 14.42 acre tract, same being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a 1/4-inch iron rod with a plastic cap stamped "BCG" previously set in the east right-of-way line of said R.M. Highway No. 2770, for a point-of-curvature in the west line of the said 14.42 acre tract and the east line of the said 1.663 acre tract bears S 15°44'17" W, a distance of 112.47 feet;

THENCE with the east right-of-way line of said R.M. 2770 and the east line of the said 1.663 acre tract, with the west line of the said 14.42 acre tract, and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 15°44'17" E, a distance of 504.10 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point-of-curvature, and
2. with the arc of a curve to the left, having a radius of 2870.17 feet, an arc distance of 4.01 feet, and a





**EXHIBIT A-4**

**TRACT 4 DESCRIPTION**



**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**2.581 ACRES  
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 2.581 ACRES (APPROXIMATELY 112,437 SQ. FT.) IN THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A 983.99 ACRE TRACT DESCRIBED IN A DEED TO MOUNTAIN PLUM, LTD. RECORDED IN VOLUME 2297, PAGE 139 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.581 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with "BCG" cap found for an angle point in the east line of a 329.46 acre tract described in a deed to PC Operating Partners, Ltd. recorded in Volume 5233, Page 155 of the Official Public Records of Hays County, Texas, which (said east line) severs said 983.99 acre tract, the 329.46 acres being a portion of the 983.99 acre tract, from which a calculated point for the southeast corner of the 983.99 acre tract bears South 38°56'53" East, a distance of 3591.27 feet, and a 1/2" rebar with "BCG" cap found for a point of curvature in said east line bears North 9°57'58" West, a chord distance of 909.20 feet;

**THENCE** crossing the 983.99 acre tract, the following two (2) courses and distances:

1. South 3°42'40" West, a distance of 476.82 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 47°15'44" West, a distance of 607.08 feet to a 1/2" rebar with "Chaparral" cap set in said east line, from which a 1/2" rebar with "BCG" cap found for an angle point in said east line bears South 82°22'29" West, a distance of 530.29 feet;

**THENCE** North 82°22'29" East, with said east line, a distance of 481.00 feet to the **POINT OF BEGINNING**, containing 2.581 acres of land, more or less.

## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Easement recorded in Volume 254, Page 254, Deed Records, Hays County, Texas, to Lower Colorado River Authority. [TRACTS 1 AND 4]
2. Easement recorded in Volume 524, Page 37, Real Property Records, Hays County, Texas, to General Telephone Company of the Southwest, a Delaware corporation. [TRACTS 1, 2, 3 AND 4]
3. Easement recorded in Volume 659, Page 857, Real Property Records, Hays County, Texas, to Pedernales Electric Cooperative, Inc. [TRACTS 1, 3 AND 4]
4. Easement recorded in Document No. 9918596, Official Public Records, Hays County, Texas to Pedernales Electric Cooperative, Inc. [TRACTS 1, 2, 3 AND 4]
5. Terms, Conditions, and Stipulations in the Agreement by and between City of Mountain City, Texas, a Texas Municipal Corporation and Plum Creek Development Partners, Ltd., a Texas limited partnership and/or William Negley, recorded in Volume 3252, Page 118, Official Public Records, Hays County, Texas. [TRACTS 1, 2, 3 AND 4]
6. Notice of Fees and Encumbrances recorded in Volume 2548, Page 138, Official Public Records, Hays County, Texas. [TRACTS 1, 2, 3 AND 4]
7. Terms and provisions of Agreement between the City of Kyle, Plum Creek Partners, Ltd. and William Negley, Trustee for Development and Annexation of Phase 1 of the Plum Creek Ranch Property dated April 15, 1997, as amended, as said agreement is identified and referenced in deed to PC Operating Partners, Ltd. as recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas. [TRACTS 1 AND 2]
8. Terms and provisions of Agreement between the City of Kyle, Plum Creek Partners, Ltd. and William Negley, Trustee for Development and Annexation of Phase 1 of the Plum Creek Ranch Property dated April 15, 1997, as amended, as said agreement is identified and referenced in deed to PC Operating Partners, Ltd. as recorded in Volume 5233, Page 170, Official Public Records, Hays County, Texas. [TRACT 3]
9. Tower Site Lease Agreement dated January 1, 2016, between iHeartmedia + Entertainment, Inc. and PC Operating Partners, Ltd.
10. Rights of 4 K Cattle Company under unrecorded grazing lease.
11. Gravel Drive extends across the western property line of Tract 2, as depicted on the survey dated 8/25/2016, prepared by John D. Barnard, R.P.L.S. No. 5749.
12. Easement rights related to the telephone and gas lines along the western property line and R.M. 2770, as depicted on the survey dated 8/25/2016, prepared by John D. Barnard, R.P.L.S. No. 5749 [TRACTS 1 AND 3]

**STREET DEED**

(Powell)

**Grantor:** LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, a TEXAS LIMITED PARTNERSHIP,

**Grantor's Mailing Address (including county):**

Attention: Richard Maier  
13620 N. FM 620, Building B, Suite 150  
Austin, Travis County, Texas 78717

**Grantee:** City of Kyle, a home-rule city of the State of Texas situated in Hays County, Texas

**Grantee's Mailing Address (including county):**

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

**Consideration:** Ten Dollars (10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Property:** Subject to the easement reserved herein by Grantor, being a 0.4241 acre of land in the M.M. McCarver survey No. 4, Abstract No. 10, Hays County, Texas, being a portion of a certain called 10.868 acre tract designated as tract 3 and described in the deed to Lennar Homes of Texas Land and Construction LTD of record instrument No. 16029226, official Public Records of Hays County, Texas, being more particularly described on the attached and incorporated EXHIBIT "A" is conveyed for street purposes ("Property").

**Reservation From Conveyance:** For the benefit of Grantor's remaining land adjacent to the Property, Grantor reserves for itself, its successor or assigns, (i) a temporary easement for ingress and egress and construction over all areas of the Property to be improved with sidewalks, as set forth in the plans heretofore provided to, approved and accepted by Grantee (hereinafter, the "Plans"), for the construction and installation of all such sidewalks, such easement to terminate once the construction and installation of all such sidewalks on the Property has occurred, (ii) a perpetual easement for ingress and egress to and for installing and maintaining the landscaping and irrigation for such landscaping desired by Grantor to be placed next to or in, as applicable, such sidewalks and all medians reflected on the Plans.

**Exceptions to Conveyance:** General real estate taxes on the Property for the current year, if any, and any subsequent taxes due to change in use, and all encumbrances, valid restrictions and/or easements affecting the Property, but only to the extent they are valid and subsisting and affect or relate to the Property.

**Conveyance:** Grantors, for the consideration here in before stated and subject to the Reservations from and the Exceptions to conveyance and warranty stated herein, **GRANT SELL and CONVEY** to Grantee the Property, together with all and singular the rights an appurtenances thereto in any wise belonging, to have and hold it to Grantee's successors or assigned forever.

Grantors binds Grantors and Grantor's heir, executors, administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof through grantor, but not otherwise. When the context requires, singular nouns and pronouns include plural.

**[SEE SIGNATURE AND NOTARY BLOCK ON FOLLOWING PAGE]**

Executed on this 17 day of October, 2019.

By:   
Name: Kevin Pape  
Title: Authorized Agent RH

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

Before me, the undersigned notary, on this day personally appeared Kevin Pape, Authorized Agent of Lennar Texas Holding Company, Texas Corporation, general partner of valid identification to be the person whose name in subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Give under my hand and seal of office on Oct. 17, 2019

[Seal]



  
Notary Public, State of

**“EXHIBIT \_\_”**

DESCRIPTION OF 0.4241 OF ONE ACRE OF LAND IN THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 10.869 ACRE TRACT DESIGNATED AS TRACT 3 AND DESCRIBED IN THE DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.4241 OF ONE ACRE OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a ½-inch iron rod with a plastic cap stamped “LAI” (Grid Coordinates: N= 13,922,971.63, E= 2,319,986.61) found at the intersection of the east right-of-way line of R.M. 2770, a variable-width right-of-way, and the north right-of-way line of Kohler’s Crossing, a variable-width right-of-way, at the northwest corner of a certain called 1.171 acre tract designated as Tract 1, being a portion of a certain called 2.163 acre tract described in the Special Warranty Deed Dedication of Right-of-Way to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, same being the southwest corner of Lot 1, Block A, Plum Creek Phase II, Northwest Business Park, a subdivision according to the plat of record in Instrument No. 17042348, Official Public Records of Hays County, Texas;

**THENCE** N 87°01’16” E, with the north right-of-way line of said Kohler’s Crossing, the north line of the said 1.171 acre tract, and with the south line said Lot 1, Block A, Plum Creek Phase II, Northwest Business Park, a distance of 562.20 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the southeast corner of said Lot 1, Block A, Plum Creek Phase II, Northwest Business Park and the southerly southwest corner of the said 10.869 acre tract, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 02°58’42” W, leaving the north right-of-way line of said Kohler’s Crossing and the north line of the said 1.171 acre tract, with a west line of the said 10.869 acre tract, and with the east line of said Lot 1, Block A, Plum Creek Phase II, Northwest Business Park, with the west line of the tract described herein, a distance of 263.91 feet to a ½-inch iron rod with a plastic cap stamped “BCG” found at a re-entrant corner of the said 10.869 acre tract and the northeast corner of said Lot 1, Block A, Plum Creek Phase II, Northwest Business Park, for the northwest corner of the tract described herein;

**THENCE** leaving the northeast corner of said Lot 1, Block A, Plum Creek Phase II, Northwest Business Park, crossing the said 10.869 acre tract, with the north and east lines of the tract described herein, the following two (2) courses and distances:

1. N 87°00’54” E, a distance of 70.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the tract described herein, and
2. S 02°58’42” E, a distance of 263.92 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the north right-of-way line of said Kohler’s Crossing, and the north line of the said 1.171 acre tract, same being a south line of the said 10.869 acre tract, for the southeast corner of the tract described herein, from which a calculated point in the north right-of-way line of said Kohler’s Crossing, and the north line of the said 1.171 acre tract, for the southeast corner of the said 10.869 acre tract and the southerly southwest corner of a certain called 324.250 acre tract designated as Tract 1 and described in said deed to Lennar Homes of Texas Land and Construction, Ltd. of record in Instrument No. 16029226, Official Public Records of Hays County, Texas, bears N 87°01’16” E, a distance of 133.52 feet, and from said calculated point, a ½-inch iron rod with a plastic cap stamped “BCG” found at the northeast corner of the said 10.869 acre tract, same being a re-entrant corner of the said 324.250 acre tract bears N 12°30’47” E, a distance of 810.91 feet;

**THENCE** S 87°01’16” W, with the north right-of-way line of said Kohler’s Crossing, and the north line of the said 1.171 acre tract, with a south line of the said 10.869 acre tract, with the south line of the tract described herein, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 0.4241 of one acre of land, more or less.

**BEARING BASIS:** Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS


KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 16<sup>th</sup> day of October 2019 A.D.

LANDDEV CONSULTING, LLC  
5508 Highway 290 West, Suite 150  
Austin, Texas 78735

  
Ernesto Navarrete  
Registered Professional Land Surveyor  
No. 6642 – State of Texas



0' 80' 160'



GRAPHIC SCALE: 1" = 80'

LEGEND

⊙ 1/2" IRON ROD W/ PLASTIC CAP  
STAMPED "LANDDEV" SET

⊙ 1/2" IRON ROD WITH CAP FOUND AS NOTED

△ CALCULATED POINT

( ) RECORD INFORMATION

O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS  
HAYS COUNTY TEXAS

P.O.C. POINT OF COMMENCEMENT

M.M. McCARVER  
SURVEY NO. 4,  
ABSTRACT 10

LOT 1  
BLOCK A  
(3.551 AC.)

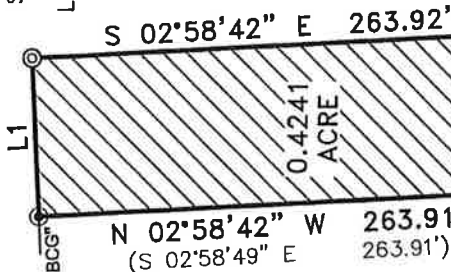
PLUM CREEK PHASE II,  
NORTHWEST BUSINESS PARK  
INSTRUMENT NO. 17042348,  
O.P.R.H.C.TX.

R.M. 2770

(324.250 ACRES)  
TRACT 1

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.  
INSTRUMENT NO. 16029226,  
O.P.R.H.C.TX.

(10.869 ACRES)  
TRACT 3  
SPECIAL WARRANTY DEED WITH  
VENDOR'S LIEN  
LENNAR HOMES OF TEXAS LAND  
AND CONSTRUCTION, LTD.  
INSTRUMENT NO. 16029226,  
O.P.R.H.C.TX.



POINT OF BEGINNING

(N 87°01'11" E 562.26')  
(N 87°01'16" E 562.20')

..... (C.R. 171)  
**KOHLER'S CROSSING (R.O.W. VARIES)**

P.O.C.  
GRID COORDINATES  
N: 13,922,971.63  
E: 2,319,986.61

(APPROXIMATE LOCATION OF SURVEY LINE)

(2.163 ACRES) (TRACT 1 - 1.171 AC.)  
DEDICATION OF RIGHT-OF-WAY  
CITY OF KYLE, TEXAS,  
VOL. 3220, PG. 508, O.P.R.H.C.TX.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
CONSTRUCTION, LTD.  
INSTRUMENT NO. 16029226,  
O.P.R.H.C.TX.

(324.250 ACRES)  
TRACT 1

(N 12°30'47" E 810.91')  
(N 12°30'54" E 810.89')

(392.04')  
(N 87°01'11" E) 392.12'

(N 87°01'16" E 133.52')  
(N 87°01'16" E 203.52')  
(N 87°01'11" E 203.51')

**LANDDEV**

C O N S U L T I N G , L L C  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
OFFICE: 512.872.6696  
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

0.4241 ACRE  
M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°00'54" E	70.00'
L2	S 87°01'16" W	70.00'





# CITY OF KYLE, TEXAS

Plum Creek Phase 1, Section 6A,  
Block B - Site Plan (SD-21-0107)

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Plum Creek Phase 1, Section 6A, Block B - Site Plan (SD-21-0107) 1.62 acres; 1 Multi-Family Residential lot for property located at 5711 FM 2770. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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## ATTACHMENTS:

### **Description**

- Staff Memo
- Site and Landscape Plan
- Landowner Authorization Form
- Franchise Tax Status
- Deed



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Mayor & Council

**FROM:** Will Atkinson – Senior Planner

**DATE:** Thursday, December 16, 2021

**SUBJECT:** Plum Creek Phase 1, Section 6A, Block B - Site Plan (SD-21-0107)

### REQUEST

The applicant (Bowman Consulting) on behalf of ECC Rental US TX Plum Creek LP is requesting approval of the Plum Creek Phase 1, Section 6A, Block B site plan.

### LOCATION

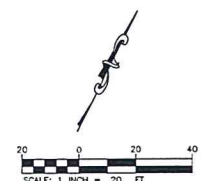
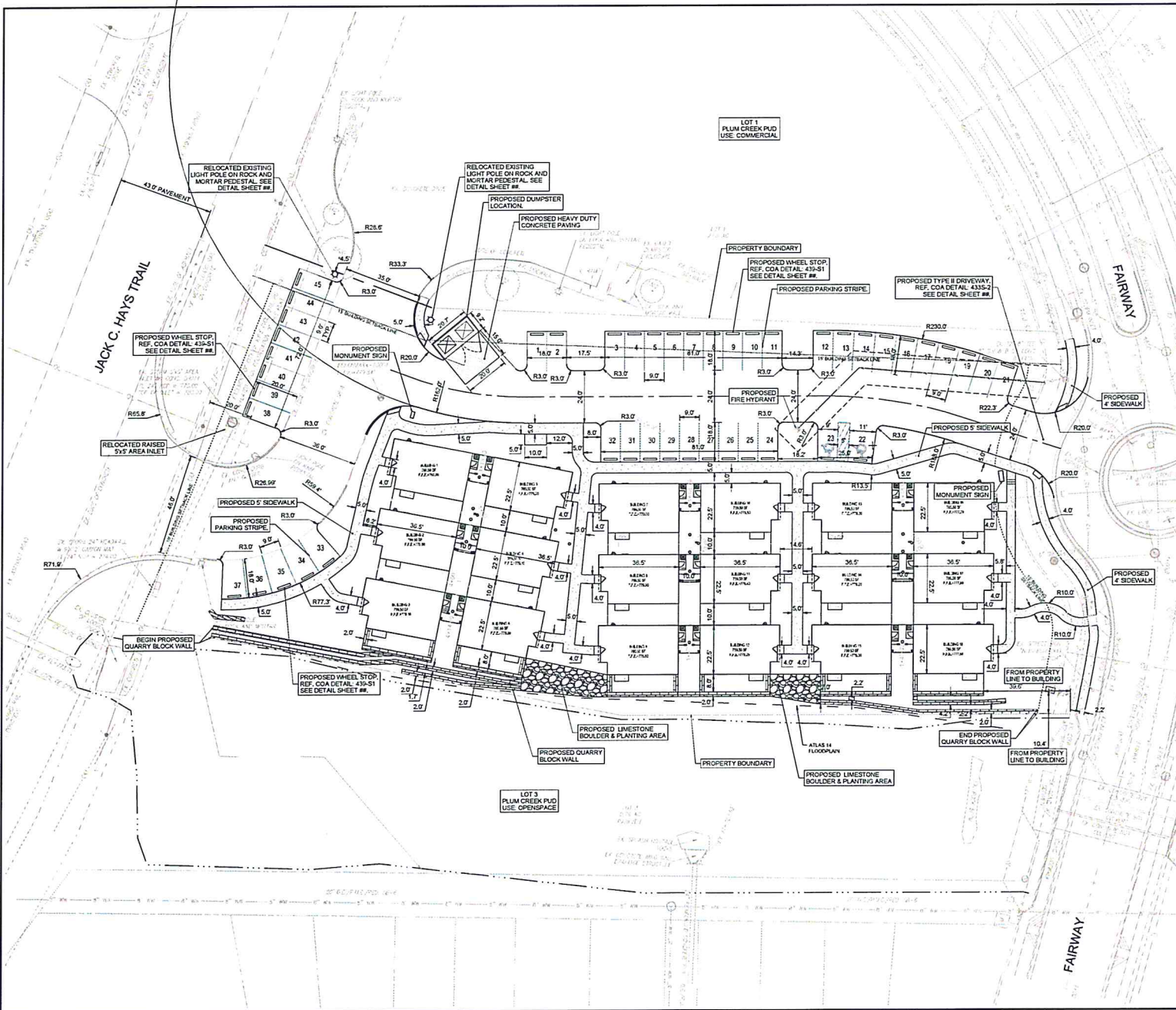
The development site is located in Phase 1 of the Plum Creek Planned Unit Development. The total acreage (approximately 1.62 – acres) is adjacent to and east of FM 2770. The site is also south of the Breadbasket convenience store. The site plan consists of 18 single-family residences, associated parking and landscaping. The site plan has been reviewed by several departments and is found to be compliant.



Vicinity Map

**RECOMMENDATION**

At the December 14, 2021 Planning & Zoning Commission meeting, the Commission voted 4-0 to approve the final plat. Staff asks the Mayor & Council to approve the subdivision plat as it is compliant.



**LEGEND**

- 100-FT FLOODPLAIN
- ATLAS IN FLOODPLAIN
- BOUNDARY LINE
- EASEMENT LINE
- PUBLIC ROW SETBACK LINE
- CONTRIBUTOR AND LUTTER
- SEWER
- QUARRY BLOCK WALL
- EDGE OF CONCRETE PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED PRIMARY FENCE (BY OWNER)
- LIMESTONE BOULDER LANDSCAPE AREA
- HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- AIR CONDITIONER UNIT LOCATION
- WHEEL STOP
- FIRE HYDRANT
- MANHOLE
- CURB INLET
- GATE INLET
- ELECTRIC POLE
- TREE TO REMAIN

**Plum Creek MF, Kyle, Texas**

**Existing Site Data Table**

Item	SF	AC	%
Lot/Block Area	64,125	1,473	62.57
Pavement/Drives	6,432	3,148	6.11
Total GC	6,432	3,148	6.11
Total Site	70,557	1,473	100.00

**Proposed Site Data Table**

Item	SF	AC	%
Landscape Area	23,325	5,052	40.71
Pavement/Drives	27,088	1,248	31.14
Driveway Area	4,411	2,308	21.11
Structure Area	4,618	3,108	21.54
Quality Block Wall	1,382	1,033	1.03
Total Impervious Cover	47,512	3,996	50.72
Total Site	70,557	1,473	100.00

- NOTES**
- NO FENCES, STRUCTURES, STORAGE OR FILL SHALL BE PLACED WITHIN LIMITS OF THE 100 YEAR FLOOD PLAN.
  - CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT PREPARED BY EGS SOUTHWEST LLP, DATED JUNE 2<sup>ND</sup>, 2021 FOR SITE PREPARATION, PAVEMENT RECOMMENDATIONS, CONSTRUCTION AND EXPANSION JOINT CONSTRUCTION.

**SITE PLAN INFORMATION:**  
 ZONING: PLUM CREEK PUD - MIXED USE (R) MULTIFAMILY  
 PROPOSED BUILDING INFORMATION:  
 • BUILDING HEIGHT - 2 FLOOR,  
 • INTENDED USE - MULTIFAMILY.

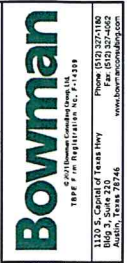
**Development Type - P.U.D. Multifamily**

Parking requirements per Plum Creek P.U.D. (P.C. R-3)

Building Type	Gross Square Footage = 14,211 sq ft		Total of
	No. of Units	Parking	
Type E	18	3 Bedroom	2.5
Access/Driveway	1	Car	1
Access/Driveway	1	Van	1
Total Parking Required			45
<b>Parking Provided</b>			
Standard			43
Access/Driveway	1	Car	2
Total Parking Provided			45
Boysce Parking			0



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN BY AN APPROXIMATION. ANY AND ALL CONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTORS SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES INCURRED BY ANY AND ALL CONTRACTORS FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES.



**REVISIONS**

NO.	DATE	DESCRIPTION
1	05/12/2021	FIRST SUBMISSION TO CITY OF KYLE
2	10/02/2021	SECOND SUBMISSION TO CITY OF KYLE
3	11/02/2021	THIRD SUBMISSION TO CITY OF KYLE

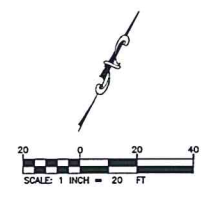
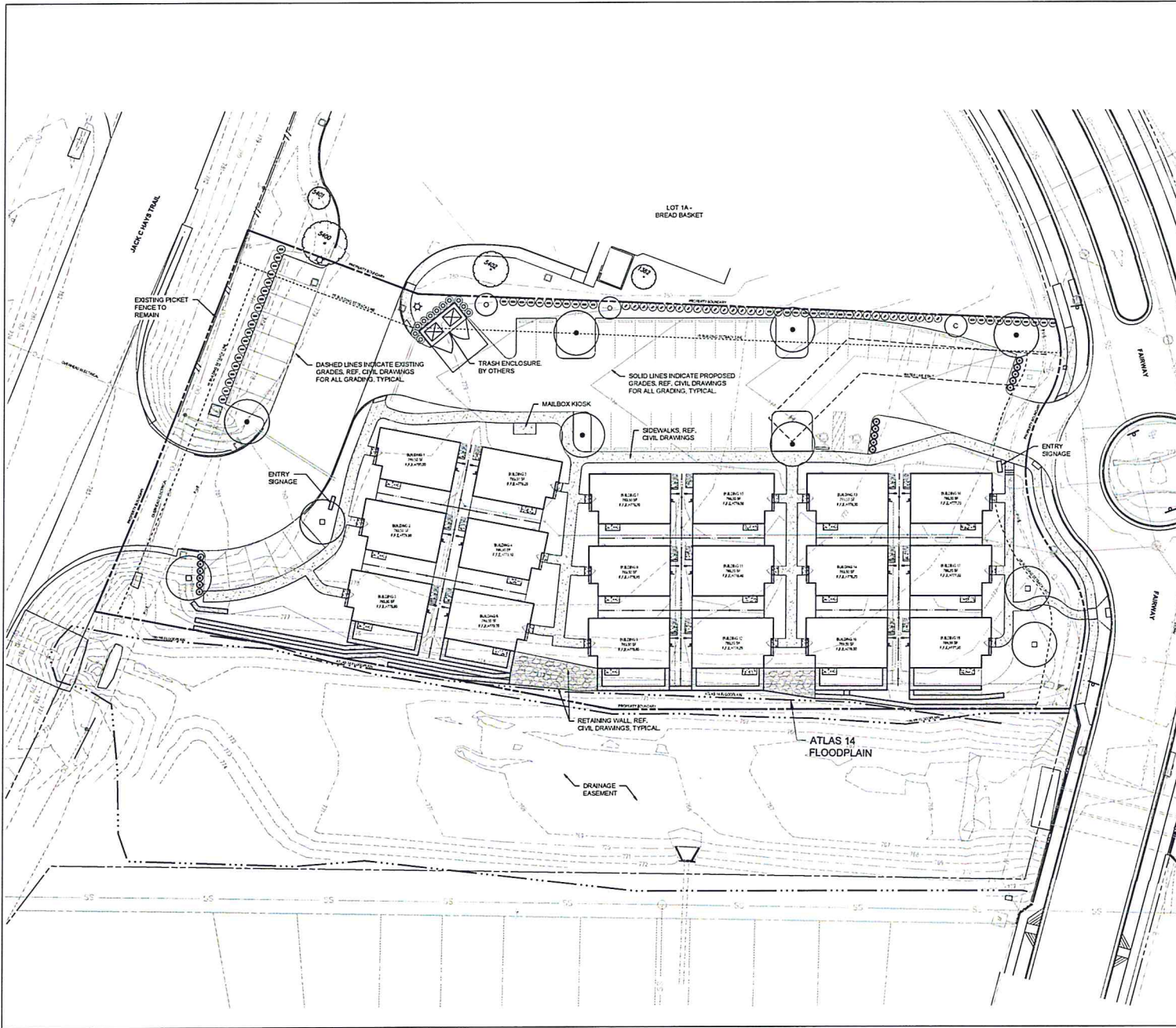
**SITE PLAN**

**PLUM CREEK SINGLE FAMILY RESIDENTIAL**  
 5711 FM 2700 KYLE, TEXAS, 78640  
 PERMIT NO. #SD-21-0107



DESIGN: JG  
 SS: DWK  
 DWG: NK  
 JOB NO. 005549-18-001  
 SHEET 6 OF 19





**PROPOSED TREE LEGEND**

SYMBOL	QTY	SPECIES
	6	LIVE OAK Cedrus repens MIN. 7" CAL. MIN. 6 FT. MEASURED 1" ABOVE THE ROOT FLARE IMMEDIATELY AFTER PLANTING
	4	CEDAR ELM Ulmus crinitus MIN. 7" CAL. MIN. 6 FT. MEASURED 1" ABOVE THE ROOT FLARE IMMEDIATELY AFTER PLANTING
<b>SUBTOTAL:</b>	<b>10</b>	

**PROPOSED SCREENING SHRUBS LEGEND**

SYMBOL	QTY	SPECIES
	3	WAX MYRTLE Myrica caroliniana 2" CAL. MIN. 4 FT.
	50	TEXAS SAGE Artemisia tridentata MIN. 30" HT. PLANT MIN. 42" O.C.
	25	THRIFALLIS Germplasm plant MIN. 30" HT. PLANT MIN. 42" O.C.
	31	RED YUCCA Yucca elata MIN. 30" HT. PLANT MIN. 42" O.C.
	16	UPRIGHT ROSEMARY Rosmarinus officinalis MIN. 30" HT. PLANT MIN. 42" O.C.
<b>SUBTOTAL:</b>	<b>105</b>	

**Plum Creek MF - Lot 6A**  
Kyle, Hays County, Texas  
CVLA Project Number: CV2108

LANDSCAPE CALCULATIONS		REQUIRED	PROVIDED
TOTAL SITE AREA		10588	70,549
REQUIRED LANDSCAPE AREA (15%)		1588	10,588
REQUIRED PLANTINGS		10	10
TREES		10	10
Per City of Kyle Code of Ordinances, Section 54-9.01(a)			
EVERGREEN VEGETATIVE SCREEN		10	10
SMALL TREES		3	3
SHRUBS		30	106
Per City of Kyle Code of Ordinances, Section 54-9.01(b)			
NO MITIGATION REQUIRED. REFERENCE CIVIL DRAWINGS			



**CIRCLE V**  
Landscape Architecture, LLC  
P.O. Box 118822 Austin, Texas 78717  
816.565.1821 circlevtx.com



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES.

**Bowman**  
1818 E. Loop West, Suite 114, Austin, Texas 78746  
Phone: (512) 337-1100  
www.bowmanlandscape.com

REVISIONS	DATE	DESCRIPTION

REASON:  

L-1  
LANDSCAPE PLAN  
PLUM CREEK MF  
LOT 6A, PLUM CREEK PHASE 1  
KYLE, TEXAS, 78640

11-29-2021

**STATE OF TEXAS**  
NICHOLAS G. WEHR  
104450  
LANDSCAPE ARCHITECT  
NICHOLAS G. WEHR

DESIGN: HD  
DRAWN: HD  
JOB No. 005549-18-001

SHEET 18 OF 19

PRELIMINARY NOT FOR CONSTRUCTION

**GENERAL NOTES:**

- CONTRACTOR IS RESPONSIBLE FOR BEING FAMILIAR WITH ALL EXISTING SITE CONDITIONS INCLUDING UTILITIES, PIPES, AND STRUCTURES BEFORE EXCAVATION. CONTRACTOR IS RESPONSIBLE FOR CONTRACTING LINE LOCATION SERVICES BEFORE EXCAVATION. COSTS INCURRED DUE TO BODILY INJURY AND/OR DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. EXTREME CARE SHALL BE TAKEN IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES ASSOCIATED WITH TEMPORARY UTILITIES AND SERVICES NECESSARY TO FULFILL THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING SITE IMPROVEMENTS ON SITE AND ADJACENT SITES PRIOR TO COMMENCEMENT OF WORK INCLUDING IRRIGATION AND LANDSCAPE. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS IMMEDIATELY. REPAIR OF DAMAGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ANY DISCREPANCIES THAT ARISE BETWEEN PLANS AND SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE IN GIVING SUCH NOTIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH PROJECT CIVIL ENGINEER, ARCHITECT AND SUBCONTRACTORS TO ACCOMPLISH THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR PURCHASE OF ANY MATERIALS.
- ANY SUBSTITUTIONS OR CHANGES TO THE DRAWINGS SUGGESTED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF THE WORK.
- THE CONTRACTOR SHALL COORDINATE STORING OF MATERIALS.

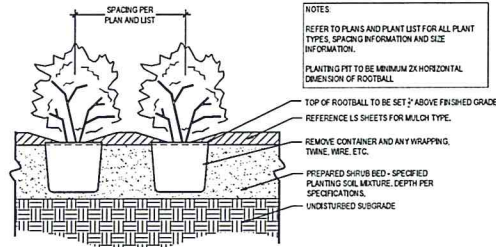
**LANDSCAPE MAINTENANCE NOTES:**

- THE OWNER OF THE LANDSCAPED PROPERTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH A READILY AVAILABLE WATER SUPPLY AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THIS ARTICLE. LANDSCAPE MATERIAL MUST BE TRIMMED AND MAINTAINED FOR ROADWAY VISIBILITY.
- ALL PROPERTY WITHIN THE CITY LIMITS WILL ADHERE TO CITY DROUGHT MANAGEMENT PROGRAM WHEN WATERING.

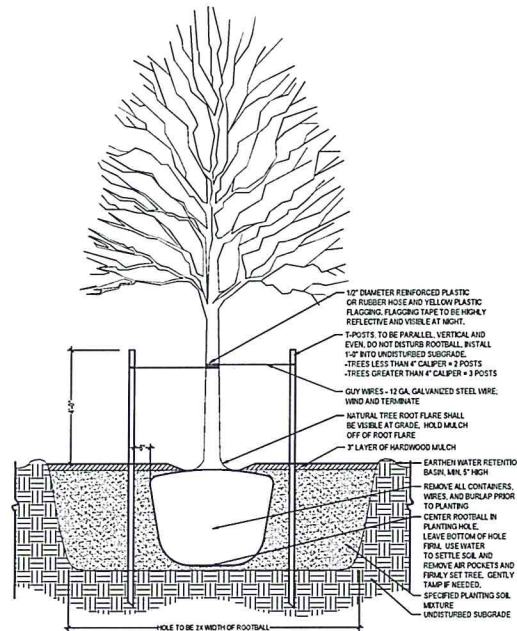
**IRRIGATION NOTES:**

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROPERLY IRRIGATE ALL LANDSCAPE AREAS AND SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS.

- A NEW COMMERCIAL SYSTEM MUST BE DESIGNED AND INSTALLED SO THAT:
  - THERE IS NOT DIRECT OVERSPRAY ON TO NONIRRIGATED AREAS;
  - THE SYSTEM DOES NOT INCLUDE SPRAY IRRIGATION ON AREAS LESS THAN SIX (6) FEET WIDE (SUCH AS MEDIANS, BUFFER STRIPS, AND PARKING LOT ISLANDS)
  - ABOVE-GROUND IRRIGATION EMISSION DEVICES ARE SET BACK AT LEAST SIX (6) INCHES FROM IMPERVIOUS SURFACES;
  - THE IRRIGATION SYSTEM HAS A MASTER VALVE;
  - IRRIGATION DESIGN TO BE DESIGNED BY A STATE OF TEXAS LICENSED IRRIGATOR
  - AN AUTOMATIC RAIN SHUT-OFF DEVICE SHUTS OFF THE IRRIGATION SYSTEM AUTOMATICALLY AFTER NOT MORE THAN A ONE-HALF INCH (1/2) RAINFALL;
  - ZONE VALVES AND CIRCUITS ARE SEPARATED BASED ON PLANT WATER REQUIREMENTS;
  - AN IRRIGATION EMISSION DEVICE (SUCH AS SPRAY, ROTOR, OR DRIP EMITTER) DOES NOT EXCEED THE MANUFACTURER'S RECOMMENDED OPERATING PRESSURE; AND
  - NO COMPONENT OF THE IRRIGATION SYSTEM DEVIATES FROM THE MANUFACTURER'S RECOMMENDED USE OF THE PRODUCT.
  - IRRIGATION SYSTEM AND PLAN TO FOLLOW AND ABIDE BY ALL TCEQ, STATE, LOCAL AND ANY OTHER APPLICABLE CODES
- THE IRRIGATION INSTALLER SHALL DEVELOP AND PROVIDE AN AS-BUILT DESIGN PLAN AND WATER BUDGET TO THE CITY AT THE TIME THE FINAL PLUMBING INSPECTION IS PERFORMED. THE WATER BUDGET SHALL INCLUDE:
  - A CHART CONTAINING ZONE NUMBERS, PRECIPITATION RATE, AND GALLONS PER MINUTE; AND
  - THE LOCATION OF THE EMERGENCY IRRIGATION SYSTEM SHUT-OFF VALVE. A LAMINATED COPY OF THE WATER BUDGET SHALL BE PERMANENTLY INSTALLED INSIDE THE IRRIGATION CONTROLLER DOOR.
- CONTRACTOR TO COORDINATE ALL IRRIGATION SLEEVE LOCATIONS WITH CIVIL CONTRACTOR PRIOR TO ANY PROJECT CONSTRUCTION. CONTRACTOR TO VERIFY EXACT QUANTITY, SIZES AND LOCATIONS IN FIELD WITH CIVIL CONTRACTOR PRIOR TO ANY SITEWORK. CONTRACTOR RESPONSIBLE FOR ENSURING AND COORDINATING ANY SLEEVING NEEDED IS INSTALLED TO PROVIDE AUTOMATIC IRRIGATION ON ALL VEGETATIVE AREAS.



**2 SHRUB PLANTING**  
SECTION VIEW  
SCALE: 1" = 1'-0"



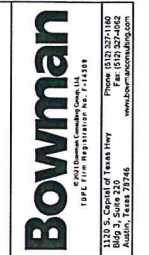
**1 TREE PLANTING**  
SECTION VIEW  
SCALE: 3/4" = 1'-0"



**CIRCLE V**  
Landscape Architecture, LLC  
P.O. Box 110822 Austin, Texas 78711  
816.565.1021 circlevtx.com



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REVISIONS	DATE	DESCRIPTION

**L-2**  
LANDSCAPE DETAILS AND NOTES  
PLUM CREEK ME  
LOT 6A, PLUM CREEK PHASE 1  
KYLE, TEXAS, 78640



DESIGN	DRAWN	CHECKED

JOB No. 005549-18-001  
SHEET  
19 OF 19

PRELIMINARY NOT FOR CONSTRUCTION



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: PLUM CREEK PHASE 1 SECTION 6A BLOCK B RESUBDIVISION OF LOTS 1 & 2

# of lots (if subdivided): 1 # of acres: 1.62 AC

Site APN/Property ID #(s): 18975-R140339

Location: 5711 FM-2770, Kyle, TX, 78640, USA County: HAYS

Development Name: \_\_\_\_\_

OWNER

Company/Applicant Name: ECC RENTAL US TX PLUM CREEK LP

Authorized Company Representative (if company is owner): Donald Povieng

Type of Company and State of Formation: Limited Partnership, Texas DELAWARE

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

Applicant Address: 125 Villarboit Crescent / Vaughan, Ontario L4K 4K2

Applicant Fax: 905-307-8103

Applicant Phone: 619-520-2856

Applicant/Authorized Company Representative Email: DPovieng@empirecommunities.com

APPLICANT REPRESENTATIVE

Check one of the following:

\_\_\_\_. I will represent the application myself; or

X I hereby designate BOWMAN (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.

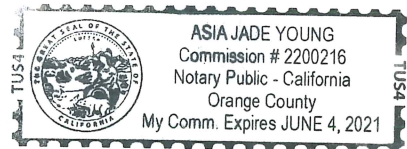
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein 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: DPovieng Date: 4/20/21

State of California §

§

County of Orange §



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.~~) Ecc Rental US Delaware LP

4-20-21 Donald Povieng  
Ecc Rental US Delaware LP

SUBSCRIBED AND SWORN TO before me, this the 20 day of April, 2021

(Notary Seal)

[Signature]  
Notary Public's Signature

June 4, 2021  
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: BOWMAN

Representative Address: 1120 S. CAPITAL OF TEXAS HWY, BLDG 3, STE 220, AUSTIN. TX-78746

Representative Phone: 512-672-8969, 512-327-1180

Representative Email: [\\_vgudla@bowmanconsulting.com](mailto:_vgudla@bowmanconsulting.com), [tgonzalez@bowmanconsulting.com](mailto:tgonzalez@bowmanconsulting.com)

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Franchise Tax Account Status

As of : 05/19/2021 12:20:43

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

<b>ECC RENTAL US TX PLUM CREEK LP</b>	
<b>Texas Taxpayer Number</b>	32077153750
<b>Mailing Address</b>	211 E 7TH ST STE 620 AUSTIN, TX 78701-3218
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	DE
<b>Effective SOS Registration Date</b>	12/29/2020
<b>Texas SOS File Number</b>	0803878219
<b>Registered Agent Name</b>	CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO
<b>Registered Office Street Address</b>	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

15/ITC/ 2069457 -COM/DPP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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:** December 30, 2020

**Grantor:** PC Operating Partners, Ltd.

**Grantor's Mailing Address:** 610 West 5<sup>th</sup> St., Suite 601, Austin, Travis County, Texas 78701

**Grantee:** ECC Rental US TX Plum Creek LP

**Grantee's Mailing Address:** 125 Villarboit Crescent, Vaughan, Ontario L4K 4K2

**Consideration:** Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** See Exhibit "A" attached hereto and incorporated herein for all purposes.

**Exceptions to Conveyance and Warranty:** All matters set forth on Exhibit "B" which is attached hereto and made a part hereof for all purposes.

**Reservations From Conveyance and Warranty:** Grantor further reserves unto Grantor, Grantor's successors, and assigns, all right, title and interest, if any, in and to all oil, gas and other minerals in or under and that may be produced from the Property, but specifically excluding minerals that form a part of the surface or soil, such as building stone, sand, iron ore, gravel, uranium, coal, lignite, shale, limestone, or caliche (the "Mineral Reservation"); provided, however, that the Mineral Reservation will not include and Grantor waives and relinquishes any right to use the surface of the Property for any reason, including, without limitation, the right to enter upon the Property for the exploration and/or removal of oil, gas, and other minerals and the right to place or maintain any structures, improvements, fixtures, equipment or pipelines in, on, under or across the Property. Notwithstanding the foregoing, such surface use waiver will not prohibit subterranean underground directional drilling activities that begin upon and are conducted from the surface of real property other than the Property, provided that such drilling activities at all times penetrate the Property sufficiently below the surface as to not interfere with or disturb in any manner the present or future use to which the owner of the Property or its successors and assigns may desire to devote such Property, and in no event shall the directional drilling or subsurface activities intersect the boundaries of the Property at depths less than five hundred feet (500') below the overlying surface of the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings and other improvements and interests located thereon or in any wise belonging thereto, to have and hold it to Grantee, Grantee's successors, or assigns forever. Grantor binds Grantor

and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

For the same consideration recited above and subject to the Reservations From Conveyance, Grantor hereby GRANTS, SELLS and CONVEYS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

Applicable taxes and assessments for the current year having been prorated between Grantor and Grantee and paid as of the date hereof, Grantee has assumed and agreed to pay all such taxes and assessments for 2021 and all subsequent years.

PC OPERATING PARTNERS, LTD.,  
a Texas limited partnership

BY: PCOP GP, LLC, a Texas limited liability  
company, Its General Partner

By: Myra J. Goepf, Manager

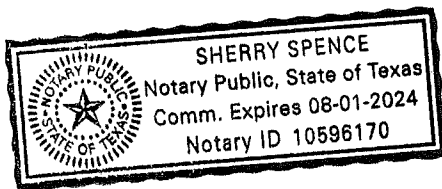
STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30 day of December, 2020, by Myra J. Goepf, Manager of PCOP GP, LLC, a Texas limited liability company, the general partner of PC Operating Partners, Ltd., a Texas limited partnership.

Sherry Spence  
Notary Public - State of Texas



**EXHIBIT "A" TO SPECIAL WARRANTY DEED**

Lot 1B, Block B, FINAL PLAT OF PLUM CREEK, PHASE 1, SECTION 6A -  
BLOCK B, A RESUBDIVISION OF LOTS 1 & 2, BLOCK B, SECTION 6A,  
according to the plat thereof recorded in Volume 17, Page 23, Plat Records, Hays  
County, Texas.

**EXHIBIT "B" TO SPECIAL WARRANTY DEED**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Restrictive covenants of record in Volume 17, Page 23, Plat Records of Hays County, Texas.
2. Easements, building lines and other matters shown or referenced on the plat recorded in Volume 17, Page 23, Plat Records, Hays County, Texas, excluding 20 foot easement in Volume 976, Page 355 as released and terminated in Volume 4122, Page 62, Official Public Records, Hays County, Texas, said release and termination also being referenced on said plat.
3. Easement and Memorandum Agreement recorded in Volume 1995, Page 176, Official Public Records, Hays County, Texas.
4. Joint Agreements recorded in Volume 4566, Page 295, Official Public Records, Hays County, Texas.
5. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto appearing in the public records.

**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.

20061239 DEED  
12/31/2020 02:05:41 PM Total Fees: \$38.00

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





# CITY OF KYLE, TEXAS

Plum Creek Phase II, Section 10,  
Lot 2 - Final Plat (SUB-21-0225)

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Plum Creek Phase II, Section 10, Lot 2 - Final Plat (SUB-21-0225) 5.246 acres; 1 Lot for property located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission is scheduled to meet on December 14th.*

**Other Information:** See attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

- Staff Memo
- Plat
- Landowner Authorization Form
- Franchise Tax Status
- Deed



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Mayor & Council

**FROM:** Will Atkinson – Senior Planner

**DATE:** Thursday, December 16, 2021

**SUBJECT:** Plum Creek Phase 2, Section 10, Lot 2 - Final Plat  
(SUB-21-0225)

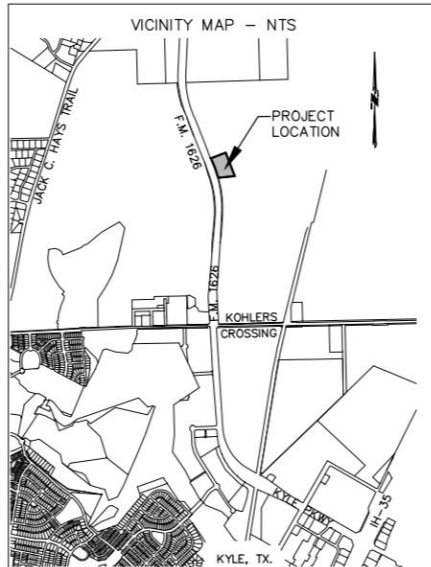
### REQUEST

The applicant (Anthony Ennis, P.E.), on behalf of Mountain Plum, LTD is requesting approval of the Plum Creek Phase 2, Section 10, Lot 2 Final Plat.

### LOCATION

Plum Creek Phase 2, Section 10, Lot 2 Final Plat is located in Area 10 of the Plum Creek Planned Unit Development. Lot 2 is 5.246-acres out of Area 10 is adjacent to and east of FM 1626. It's also located approximately 500-feet south of the future extension of the street Rikardson. Lot 2 is the located for the future Nitro Swim facility. The subdivision plat has been reviewed by several departments and is found to be compliant.





**RECOMMENDATION**

At the December 14, 2021 Planning & Zoning Commission meeting, the Commission voted 4-0 to approve the final plat. Staff asks the Mayor & Council to approve the subdivision plat as it is compliant.

# FINAL PLAT LOT 2, PLUM CREEK PHASE II SECTION 10

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4040 BROADWAY, SUITE 501, SAN ANTONIO, TEXAS 78209, BEING THE OWNER OF 5.246 ACRES IN THE M.M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 5.246 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE LOT 2, PLUM CREEK PHASE II, SECTION 10 SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT OF WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN, EXCEPT AREAS IDENTIFIED AS PRIVATE OR CREATED BY SEPARATE INSTRUMENT, FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

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

MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP

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

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

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

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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

THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER

CLERK'S FILE NUMBER \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE OF HAYS

COUNTY ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

APPROVAL CITY OF KYLE

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

BY: \_\_\_\_\_  
CHAIRPERSON

THIS PLAT (LOT 2, PLUM CREEK PHASE II, SECTION 10) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
ATTEST:

SECRETARY

REVIEWED BY:

LEON BARBA, CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

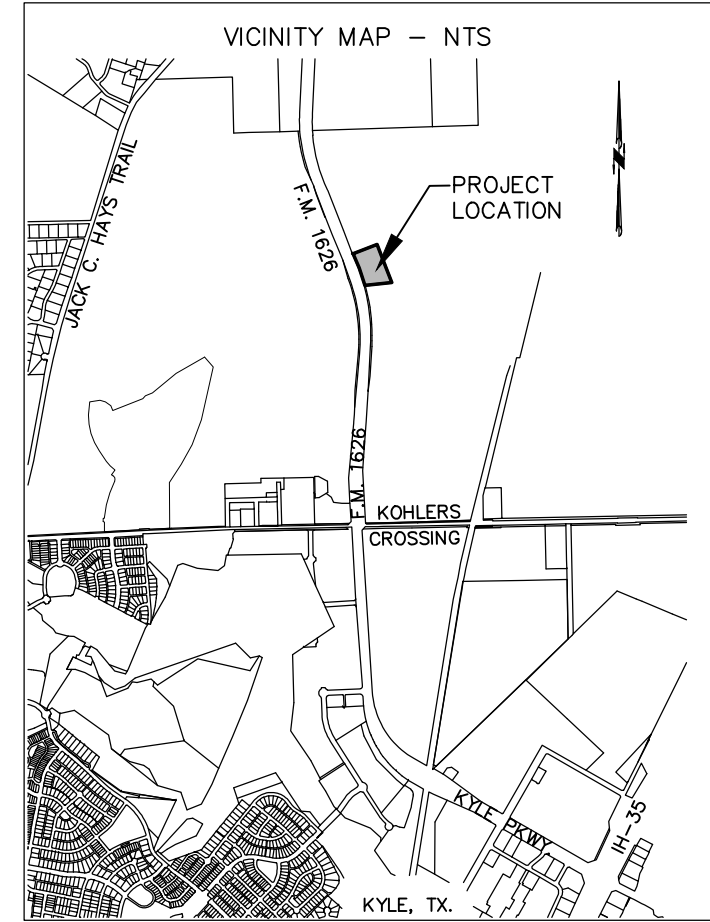
STATE OF TEXAS §  
COUNTY OF HAYS §

ENGINEER'S CERTIFICATION

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

BY: \_\_\_\_\_

ANTHONY J. ENNIS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 125658- STATE OF TEXAS  
KIMLEY-HORN  
FIRM# F-928  
5301 SOUTHWEST PARKWAY, BUILDING 3, SUITE 100  
AUSTIN, TEXAS 78735  
(512) 646-2237



NOTES:

1. TOTAL ACREAGE: 5.246 ACRES.
2. THE TOTAL AREA OF PUBLIC STREET RIGHT-OF-WAY TO BE DEDICATED IN THIS SUBDIVISION IS: 0.00 ACRES.
3. TOTAL NUMBER OF LOTS: 1.
4. PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCE 308 AND 311 AS AMENDED.
5. SETBACKS NOT SHOWN ON LOTS SHALL CONFIRM TO THE CITY OF KYLE ZONING ORDINANCES.
6. A 7.5 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO F.M. 1626 IS HEREBY DEDICATED.
7. ALL UTILITIES WITHIN THIS SUBDIVISION SHALL BE UNDERGROUND.
8. ALL OPEN SPACES, DRAINAGE EASEMENT AND LANDSCAPE EASEMENT AREAS CREATED HEREBY SHALL BE MAINTAINED, KEPT NEATLY CUT, FREE FROM DEBRIS AND, WITH RESPECT TO DRAINAGE EASEMENTS, FREE FROM TREE/BRUSH RE-GROWTH. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS AND RIGHT-OF-WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
9. THE OWNERS OF LOT 2 ARE REQUIRED TO SUBMIT THE SITE DEVELOPMENT PLAN FOR LOT 2 TO THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, AND, IF NOT THE SAME PARTIES AS ARE IN PLUM CREEK DEVELOPMENT PARTNERS, THEN THE ARCHITECTURAL REVIEW COMMITTEE FOR THE PLUM CREEK HOME OWNER'S ASSOCIATION, FOR THEIR RESPECTIVE REVIEW AND APPROVALS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY ON OR AROUND LOT 2, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OF THE SIDEWALK AND ANY OTHER IMPROVEMENTS REQUIRED HEREIN.
10. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 2 IN THIS SUBDIVISION, A SITE DEVELOPMENT AND/OR BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
11. THIS SUBDIVISION LIES WITHIN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
12. EASEMENTS SHOWN HEREON WHICH ARE CREATED BY SEPARATE INSTRUMENTS AND NOT DEDICATED PER THIS PLAT ARE GOVERNED BY THE TERMS OF SUCH SEPARATE INSTRUMENTS.
13. SIDEWALKS ALONG PUBLIC RIGHT-OF-WAY ADJACENT TO LOT 2 SHALL BE INSTALLED BY THE OWNER OF LOT 2 AT THE TIME OF SITE DEVELOPMENT AND PRIOR TO SUCH OWNER'S OCCUPANCY OF LOT 2. SIDEWALKS, PEDESTRIAN CROSSING AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THE OWNER OF THE LAND DEDICATED BY THIS PLAT RESERVES THE RIGHT TO USE AND ENJOY THE SURFACE OF ALL EASEMENT AREAS FOR ALL PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT AREAS FOR THE PURPOSE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE RIGHT TO PLACE SURFACING MATERIALS OVER AND ACROSS THE EASEMENT AREA AND TO USE THE SAME FOR PARKING AREAS, DRIVEWAYS, WALKWAYS, SIDEWALK, LANDSCAPING AND LIGHTING.
15. FLOODPLAIN ANALYSIS MAY BE REQUIRED PER CITY ADOPTED RAINFALL DEPTH AT THE TIME OF SITE DEVELOPMENT.

STATE OF TEXAS §  
COUNTY OF HAYS §

SURVEYOR'S CERTIFICATION:

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

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

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

PUBLIC UTILITY INFORMATION:  
THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

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

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

FILE No: 1373

PLAT PREPARATION DATE  
APPLICATION SUBMITTAL DATE

SEPTEMBER, 2021



TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAM.S.COM

**FINAL PLAT**  
LOT 2, PLUM CREEK PHASE II, SECTION 10  
M.M. MCCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

SHEET 1 OF 2

# FINAL PLAT LOT 2, PLUM CREEK PHASE II SECTION 10

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

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	2,984.79'	217.67'	N 19°26'53" W	217.62'
C2	2,984.79'	348.66'	N 14°00'45" W	348.46'

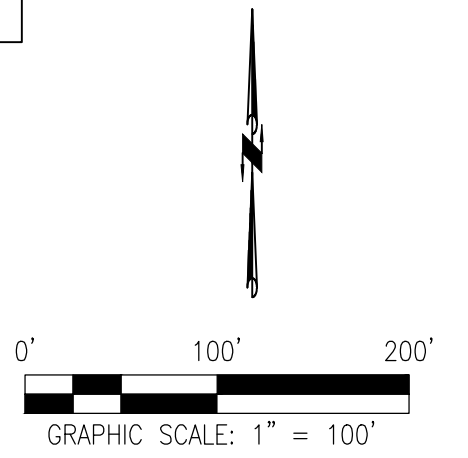
**NOTES:**

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

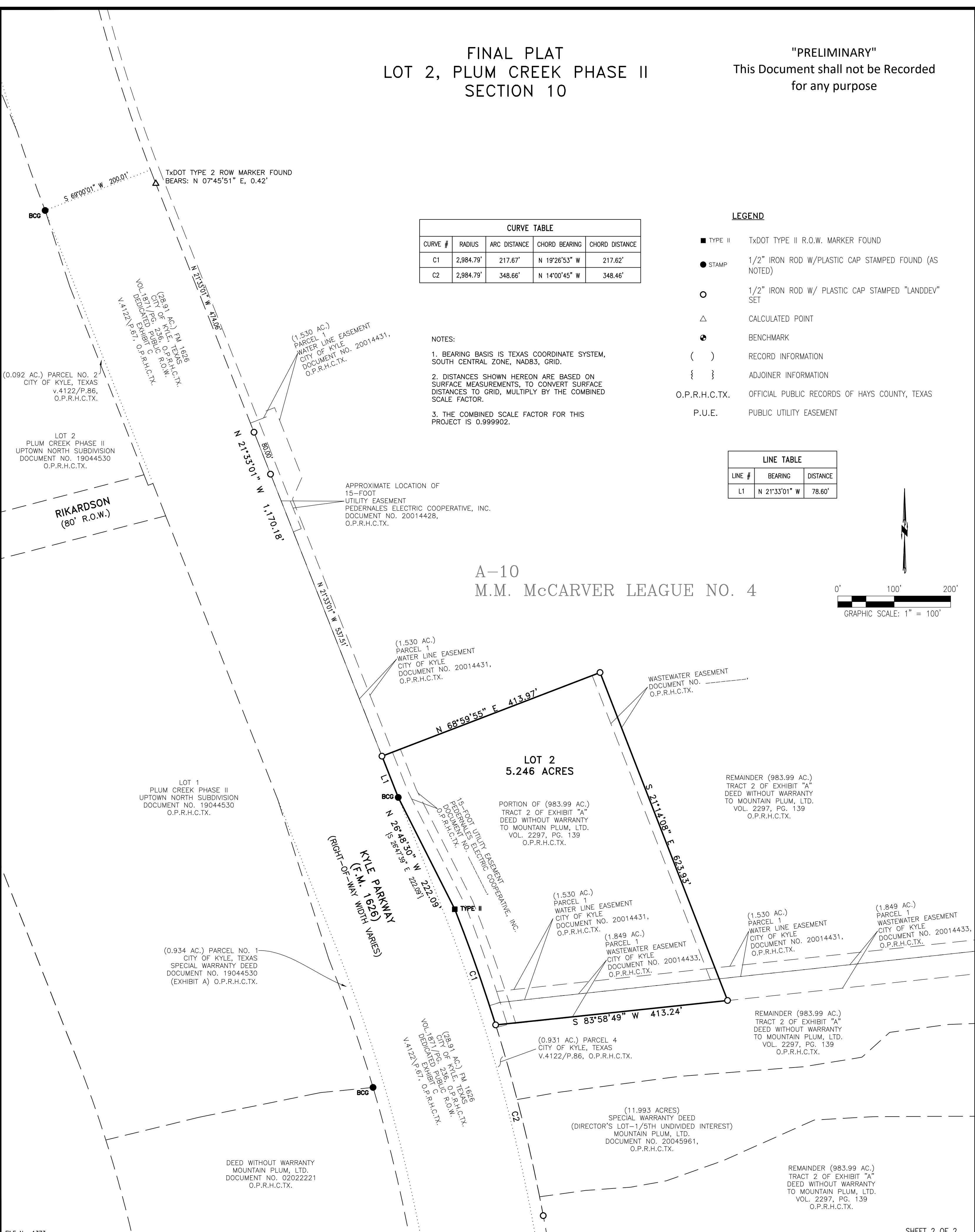
**LEGEND**

- TYPE II TxDOT TYPE II R.O.W. MARKER FOUND
- STAMP 1/2" IRON ROD W/PLASTIC CAP STAMPED FOUND (AS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LANDDEV" SET
- △ CALCULATED POINT
- BENCHMARK
- ( ) RECORD INFORMATION
- { } ADJOINER INFORMATION
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 21°33'01" W	78.60'



A-10  
M.M. McCARVER LEAGUE NO. 4



FILE No: 1373

PLAT PREPARATION DATE	SEPTEMBER, 2021
APPLICATION SUBMITTAL DATE	

**LDC**

TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDC@EAMS.COM

**FINAL PLAT**  
LOT 2, PLUM CREEK PHASE II, SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

L:\Projects\1373-Plum Creek Phase II\Survey\2021-09-07-CADD\Area 10\Lot 2 Final Plat\Lot 2 Plum Creek Area 10 Final Plat.dwg  
DATE PLOTTED: 09/21/2021 10:58:00 AM

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

A0010 MORTON M MCCARVER

Subdivision Name, Block, Lot, or legal description if not subdivided: SURVEY, ACRES 146.736

# of lots (if subdivided): 1 # of acres: 5.246

Site APN/Property ID #(s): 109017

Location: 3251 1626, Kyle Texas County: Hays

Development Name: Plum Creek Section 10

OWNER

Company/Applicant Name: Mantam Plum Ltd by MCR Realty Advisors LLC, its Development Authorized Company Representative (if company is owner): Megan Shannon Manager

Type of Company and State of Formation: Texas LLC

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

Applicant Address: 4090 Broadway suite 501 San Antonio 78209

Applicant Fax:

Applicant Phone: 512.814.7335

Applicant/Authorized Company Representative Email: megan@momakdevelopment.com

APPLICANT REPRESENTATIVE

Check one of the following:

\_\_\_\_. I will represent the application myself; or

X I hereby designate Anthony Ennis (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.

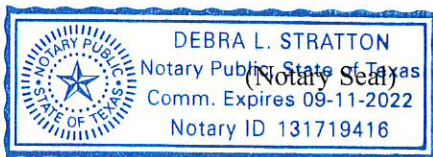
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein 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: Megan Shannon Date: 10/27/2021

State of TX §

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.).



SUBSCRIBED AND SWORN TO before me, this the 29th day of October, 2021

Debra Stratton

Notary Public's Signature

9-11-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Anthony Ennis, PE

Representative Address: 5301 Southwest Parkway, Building 3, Suite 100, Austin, TX 78735

Representative Phone: 512-518-6260

Representative Email: Anthony.Ennis@kimley-horn.com

Representative's Signature: *Anthony Ennis*

Date: 9/21/21



## Franchise Tax Account Status

As of : 12/09/2021 10:44:13

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

<b>MOUNTAIN PLUM, LTD.</b>	
<b>Texas Taxpayer Number</b>	32035881153
<b>Mailing Address</b>	4040 BROADWAY STE 501 SAN ANTONIO, TX 78209-6368
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	07/10/2002
<b>Texas SOS File Number</b>	0800101625
<b>Registered Agent Name</b>	LAURA NEGLEY GILL
<b>Registered Office Street Address</b>	4040 BROADWAY STE. 501 SAN ANTONIO, TX 78209

DEED WITHOUT WARRANTY

THE STATE OF TEXAS  
COUNTY OF HAYS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **William Negley**, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased and **William Negley**, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records (collectively, "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by **Mountain Plum, Ltd.**, a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, subject to the matters set forth herein, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Hays County, Texas ("Land"), being more particularly described by metes and bounds in Exhibit A attached hereto and made part hereof for all purposes, together with any and all other right, title and interest of Grantor in and to the Land, and all of Grantor's right, title and interest in and to all improvements and fixtures located on the Land and all and singular the rights and appurtenances thereto including, but not limited to, strips and gores between the Land and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to Land (all of which is collectively referred to herein as the "Property").

This conveyance is expressly made and accepted subject to any and all conditions, restrictions, easements, liens, encumbrances, and all other matters of record that affect the Property.

Ad valorem taxes and special assessments, if any, against the Property for the year 2003 have been prorated between Grantor and Grantee as of the date of this Deed Without Warranty and Grantee hereby expressly assumes and agrees to pay the same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

[Signature Page to Follow]



IN WITNESS WHEREOF, this instrument is executed this 19<sup>th</sup> day of August, 2003.

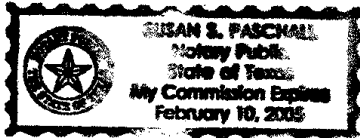
GRANTOR:

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale under  
the Will of Laura Burleson Negley,  
deceased

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale pursuant to  
Deed recorded under Volume 270,  
Page 350, Hays County Deed Records

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

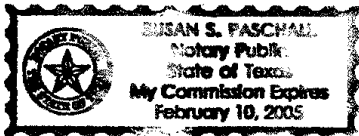
This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased.



Susan S. Paschall  
Notary Public for the State  
of Texas

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records.



Susan S. Paschall  
Notary Public for the State of  
Texas



AFTER RECORDING, PLEASE RETURN TO:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
300 Convent Street, Suite 1500  
San Antonio, Texas 78205  
Attn: Ami E. Gordon

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

1170.2 ACRES OF LAND, ALL IN HAYS COUNTY, TEXAS, COMMONLY KNOWN AS THE NEGLEY RANCH, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING DESCRIBED IN TRACTS 2, 4, AND 5 INCLUSIVE AS FOLLOWS:

TRACT 2

983.99 ACRES OF LAND OUT OF THE M. M. MCCARVER LEAGUE NO. 4 IN HAYS COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

- 51.1 ACRES RECORDED IN VOLUME 119, PAGE 517
- 51.2 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.3 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.2 ACRES RECORDED IN VOLUME 124, PAGE 447
- 51.3 ACRES RECORDED IN VOLUME 123, PAGE 545

AND BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO NEGLEY AS FOLLOWS:

- 211 ACRES RECORDED IN VOLUME 116, PAGE 209
- 100 ACRES RECORDED IN VOLUME 116, PAGE 209
- 331 ACRES RECORDED IN VOLUME 117, PAGE 288
- 28 ACRES RECORDED IN VOLUME 125, PAGE 69
- 38.7 ACRES RECORDED IN VOLUME 127, PAGE 139
- 25.9 ACRES RECORDED IN VOLUME 124, PAGE 477
- 11 ACRES RECORDED IN VOLUME 127, PAGE 139
- 201.14 ACRES RECORDED IN VOLUME 185, PAGE 402

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" rebar set at the northwest intersection of County Road No. 171 and the Missouri-Pacific Railroad for the southeast corner and POINT OF BEGINNING hereof, from which Point Of Beginning the southwest corner of the herein described Tract 1 bears N 89° 55' 35" E 206.51 feet

THENCE, with the north R.O.W. line of County Road No. 171 (average 42' fenced R.O.W.) the south line of said 100 acre Negley tract and the south line of said 331 acre Negley tract as found fenced and used upon the ground the following 4 calls:

S 89° 25' 16" W passing at 2.45 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 251 of the Hays County Deed Records and continuing on the same course for a total distance of 3643.95 feet to a 60D nail set in fence post for an angle point hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 2

S 88° 14' 14" W 1299.23 feet to a 1/2" rebar set for an angle point hereof

S 87° 47' 15" W 819.56 feet to a 1/2" rebar set for an angle point hereof

S 87° 08' 30" W 1241.83 feet to a concrete highway monument found at the intersection of the north R.O.W. line of County Road No. 171 and the east R.O.W. line of R.M. Hwy. No. 2770 for the southwest corner hereof

THENCE, with the east R.O.W. line of R.M. Hwy. 2770 (100' R.O.W.) the following 13 calls:

N 35° 59' 15" W 125.51 feet to a concrete highway monument found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 45' 23", whose radius is 1859.86 feet, whose arc length is 154.40 feet and whose long chord bears N 13° 58' 00" E 154.35 feet to a concrete highway monument found at the end of said curve

N 16° 15' 03" E 617.68 to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve

N 10° 26' 02" E 1260.09 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 02° 41' 05", whose radius is 5680.59 feet, whose arc

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 3

length is 266.12 feet and whose long chord bears  
N 11° 46' 57" E 266.10 feet to a concrete highway  
monument found at the end of said curve

N 13° 07' 35" E 554.80 feet to a concrete highway  
monument found at the point of curvature of a curve  
to the right

Along said curve to the right whose central angle is  
06° 47' 29", whose radius is 2814.79 feet, whose arc  
length is 333.65 feet, and whose long chord bears  
N 16° 29' 50" E 333.45 feet to a concrete highway  
monument found at the end of said curve

N 19° 54' 45" E 1612.78 feet to a concrete highway  
monument found at the point of curvature of a curve to the  
left

Along said curve to the left whose central angle is  
02° 16' 57", whose radius is 5779.58 feet, whose arc  
length is 230.24 feet, and whose long chord bears  
N 18° 44' 45" E 230.22 feet to a concrete highway  
monument found at the end of said curve

N 17° 37' 49" E passing at 256 feet the approximate  
centerline of the afore mentioned gas pipeline (as  
evidenced by stakes set by Valero Gas Company),  
passing at 699.22 feet and 3.28 feet left a State  
Highway Department Satellite Station marker  
# S 1060165, whose grid azimuth to the "Lone  
Man Microwave Tower" visible on the horizon to the  
west, northwest is 100° 00' 14" (bearing basis used for  
this survey), and continuing on the same course of  
N 17° 37' 49" E for a total distance of 1341.81 feet  
to a concrete highway monument found at engineers  
centerline station 199+53.99 and being the point of  
curvature of a curve to the right

Along said curve to the right whose central angle is  
24° 37' 05", whose radius is 1095.92 feet, whose arc  
length is 470.88 feet, and whose long chord bears  
N 29° 55' 08" E 467.26 feet to a concrete highway  
monument found at the end of said curve

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in  
in the occupied north line of said 201.14 acre Negley  
tract beng the occupied south line of that certain 348  
acre tract of land known as Lot 2 by deed of partition  
of record in Volume 34, Page 313 of the Hays County Deed  
Records, said Lot 2 as conveyed to R. C. Barton of  
record in Volume 178, Page 282 of the Hays County Deed  
Records for the northwest corner hereof from which point  
a concrete highway monument found bears N 42° 12' 35" E  
813.10 feet

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 4

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe found at a fence corner

S 01° 16' 00" E 870.05 feet to a 1/2" rebar found at a fence corner at the most southerly southwest corner of said R. C. Barton tract for an ell corner hereof

THENCE continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly northwest corner of that certain tract of land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an ell corner hereof

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88° 50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the north line of the 118.2 acre Negley tract above mentioned in Tract 1, for an ell corner hereof

THENCE, with the south line of said 211 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 5

THENCE, with the west line of said 118.2 acre Negley tract, the east line of said 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 00° 09' 45" E 1693.23 feet to a 1/2" rebar set for an angle point hereof

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

SAVE AND EXCEPT ROW 1626:

28.91 ACRES OF LAND IN THE M. M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE FOLLOWING FOUR TRACTS: TRACT ONE BEING THAT CALLED 201.14 ACRE TRACT CONVEYED TO LAURA B. NEGLEY BY DEED OF RECORD IN VOLUME 185, PAGE 402, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), TRACT TWO BEING A CALLED 51.3 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX., TRACT THREE BEING A CALLED 51.2 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX. AND TRACT FOUR BEING CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (SECOND TRACT) D.R.H.C.TX, SAID 28.91 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING A PORTION OF THE PROPOSED RIGHT-OF-WAY (ROW) FOR FM 1626, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Laura B. Negley 201.14 acre Tract One and being the southwest corner of a called 10 acre tract of land conveyed to Texas Lehigh Cement Company (T.L.C.C.), designated as Tract I, of record in Volume 609, Page 843, Real Property Records Hays County, Texas (R.P.R.H.C.TX.);

THENCE N 88° 06' 51" E, with the north line of said Tract One, being the south line of said T.L.C.C. 10 acre tract and with the south line of a 20 acre tract of land conveyed to T.L.C.C., designated as Tract III, of record in Volume 609, Page 843, R.P.R.H.C.TX., a distance of 715.24 feet to 1/2-inch iron rod found for the southeast corner of the said T.L.C.C. 20 acre tract same being the southwest corner of a 97.38 acre tract conveyed to T.L.C.C., designated as Tract IV, of record in Volume 609, Page 843, R.P.R.H.C.TX;

THENCE N 88° 08' 15" E, with the south boundary line of said 97.38 acre tract and being the north line of said Tract One, a distance of 301.20 feet to a calculated point in the proposed west

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 6

ROW line of said FM 1626 for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 88° 08' 15" E, crossing said proposed ROW of said F.M. 1626 and with said common line of said Tract One and said 97.38 acre tract, a distance of 200.03 feet to a calculated point for the northeast corner of the tract described herein;

**THENCE** crossing said Tracts One, Three and Four and with the proposed east ROW line of said F.M. 1626 the following seven (7) courses and distances:

1. with a curve to the left having a radius of 2,764.79 feet, an arc distance of 899.20 feet, a chord bearing of S 12° 13' 49" E and a chord distance of 895.24 feet to a calculated point of tangency;
2. S 21° 32' 51" E, at a distance of approximately 458 feet pass the south line of said Tract One and being the north line of said Tract Three, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet,
3. with said curve to the right an arc distance of 1,306.85 feet and having a chord bearing of S 08° 55' 11" E, a chord distance of 1,296.30 feet to a calculated point of tangency,
4. S 03° 42' 29" W, at a distance of approximately 227 feet pass the south line of said Tract Three, being the north line of said Tract Four, at approximately 919 feet pass the north line of a called 100-foot wide ROW agreement with the Lower Colorado River Authority (L.C.R.A.) of record in Volume 254, Page 254, D.R.H.C.TX., and continuing a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.78 feet,
5. with said curve to the left an arc distance of 355.80 feet and having a chord bearing of S 00° 01' 17" W, a chord distance of 355.55 feet to a calculated point of tangency,
6. S 03° 39' 55" E, a distance of 355.99 feet to a calculated point for an angle point in the east line of the tract described herein, and
7. S 47° 23' 20" E, a distance of 72.34 feet to a calculated point for the southeast corner of the tract described herein and being in the north ROW line, as fenced, of Hays County Road 171 (HCR 171) same being the south line of said Tract Four;

**THENCE** S 88° 51' 11" W, with said north ROW line of HCR 171 and said south line of Tract Four, a distance of 300.29 feet to a calculated point for the southwest corner of the tract described herein and being in the proposed west ROW line of FM 1626;

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METES AND BOUNDS DESCRIPTION  
CONT. PAGE 7

THENCE leaving said north ROW line of HCR 171, with said proposed west ROW line of FM 1626 and crossing said Tracts Four through One the following seven (7) courses and distance;

1. N 42° 46' 53" E, a distance of 68.99 feet to a calculated point for an angle point in the west line of the tract described herein,
2. N 03° 39' 55" W, a distance of 347.54 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.78 feet,
3. with said curve to the right an arc distance of 381.54 feet, a chord bearing of N 00° 01' 17" E and a chord distance of 381.27 feet to a calculated point of tangency,
4. N 03° 42' 29" E, at a distance of approximately 1,171 feet pass said north line of the said L.C.R.A. ROW, at a distance of approximately 1,680 feet pass the south line of said Tract Three, and continuing for a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.79 feet,
5. with said curve to the left an arc distance of 1,218.69 feet and having a chord bearing of N 08° 55' 11" W and a chord distance of 1,208.85 feet to a calculated point of tangency,
6. N 21° 32' 51" W, at a distance of approximately 803 feet pass the west line of said Tract Three and being the east line of said Tract Two, at a distance of approximately 1005 feet pass the north line of said Tract Two, being the south line of said Tract One, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet, and
7. with said curve to the right an arc distance of 967.91 feet, a chord bearing of N 12° 11' 41" W and a chord distance of 963.62 feet to the POINT OF BEGINNING and containing 28.91 acres of land, more or less.

**BEARING BASIS:** Bearings recited herein are Texas Coordinate System, South Central Zone, NAD83, Grid (the foregoing tract and parcel of land is sometimes hereinafter referred to as the "Property").



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 8

SAVE AND EXCEPT THE WELL YARD:

A portion of land containing 1.016 acres of land, more or less, out of the Henry Loller Survey No 19. Recorded in Vol. 1336, Page 515, Hays County Deed Records.

Commencing at a Tx.D.O.T. marker on the R.O.W. of F.M. 2770 and County Road 171

Thence N 84°46'28" E for a distance of 3337.91 feet to a point on the R.O.W. of County Road 171 and the POINT OF BEGINNING;

Thence N 01°02'15" W for a distance of 260.82 feet to an angle point;

Thence N 88°57'45" E for a distance of 170.00 feet to an angle point;

Thence S 01°02'15" E for a distance of 259.84 feet to an angle point on said R.O.W. of County Road 171

Thence S 88°37'57" W for a distance of 170.00 feet along said R.O.W. to the Point of Beginning.

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 9

SAVE AND EXCEPT:

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLEY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LAI" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of said Negley tract;

THENCE with the north line of said County Road 171, same being the south line of said Negley tract, the following six (6) courses and distances:

1. S 87° 02' 08" E a distance of 294.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
2. S 64° 15' 42" E a distance of 30.92 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
3. N 87° 03' 42" E a distance of 935.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
4. N 87° 08' 40" E a distance of 819.54 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
5. N 87° 34' 40" E a distance of 1,299.21 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point, and
6. N 88° 54' 08" E a distance of 630.90 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

1. N 01° 06' 44" W a distance of 230.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
2. S 88° 53' 16" W a distance of 167.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein,
3. N 01° 06' 44" W a distance of 304.50 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western northwest corner of the tract described herein,

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 10

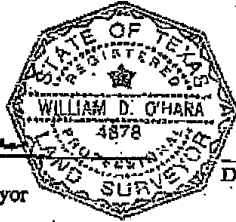
4. N 88° 53' 16" E a distance of 187.46 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
5. N 01° 06' 44" W a distance of 48.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
6. N 88° 53' 16" E a distance of 89.05 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
7. N 00° 32' 48" W a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,
8. N 88° 50' 25" E a distance of 465.45 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for northeast corner of the tract described herein, and
9. S 01° 06' 44" E a distance of 691.18 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 88° 54' 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is true and correct to the best of my knowledge.

William D. O'Hara  
William D. O'Hara  
Registered Professional Land Surveyor  
No. 4878 - State of Texas



2-28-02  
Date

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 11

Tract 4

185.77 ACRES OF LAND OUT OF THE JOHN COOPER SURVEY NO. 13, THE JESSE DAY SURVEY NO. 162, THE JESSE DAY SURVEY, THE THOMAS ALLEN SURVEY NO. 1 AND THE JOHN KING SURVEY NO. 20 IN HAYS COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

151 ACRES OF RECORD IN VOLUME 133, PAGE 148  
35 ACRES OF RECORD IN VOLUME 137, PAGE 574

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 48' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

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METES AND BOUNDS DESCRIPTION  
CONT. PAGE 12

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof

N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 13

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

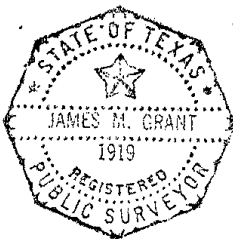
N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passng at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AS SURVEYED BY:  
RALPH HARRIS SURVEYOR INC.

*James M. Grant*  
JAMES M. GRANT  
REG. PUBLIC SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 14, 1986



Updated: October 21, 1987

E16:negley05.fn  
E16:negley04.fn

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 14

TRACT 5

0.44 ACRES OF LAND OUT OF THE HENRY LOLLAR SURVEY, IN HAYS COUNTY, TEXAS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 at the southwest corner of that certain 214.661 acre tract of land as conveyed to Richard V. W. Negley in Volume 275, Page 103 of the Hays County Deed Records, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning a concrete highway monument found at engineers station 286+58.38 bears N 05° 13' 41" W 939.55 feet

THENCE with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground S 46° 15' 17" E 130.24 feet to a 1/2" rebar set at the northwest corner of that certain 262.33 acre tract of land as conveyed to Richard V.W. Negley in Volume 133, Page 147 of the Hays County Deed Records, for the northeast corner hereof

THENCE with the west line of said 262.33 acre Negley tract S 11° 09' 17" W 424.33 feet to a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 for the south corner hereof

THENCE with the east r.o.w. line of R.M. Highway No. 2770 as found fenced and used upon the ground the following 2 calls:

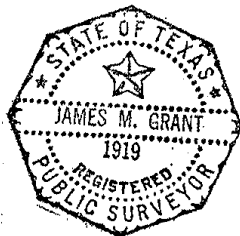
N 02° 19' 26" E 247.29 feet to a 60-D nail set in a fence post for an angle point hereof

N 04° 51' 20" W 260.21 feet to the POINT OF BEGINNING and containing 0.44 acres more or less.

AS SURVEYED BY:  
RALPH HARRIS SURVEYOR, P.C.

*James M. Grant*

JAMES M. GRANT  
REG. PUB. SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 18, 1986



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Aug 25, 2003 at 12:49P

Document Number: 03027104  
Amount 41.00

Lee Carlisle  
County Clerk  
By  
Rose Robinson, Deputy  
Hays County

15:Lollar.044

UPDATED: OCTOBER 21, 1987



# CITY OF KYLE, TEXAS

## Plum Creek Phase II, Section 10 - Final Plat (SUB-21-0226)

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Plum Creek Phase II, Section 10 - Final Plat (SUB-21-0226) 171.05 acres; 6 commercial lots located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

*Planning and Zoning Commission meeting is scheduled for December 14th.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- Staff Memo
- Final Plat
- Landowner Authorization Form
- Franchise Tax Status
- Deed





# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Mayor & Council

**FROM:** Will Atkinson – Senior Planner

**DATE:** Thursday, December 16, 2021

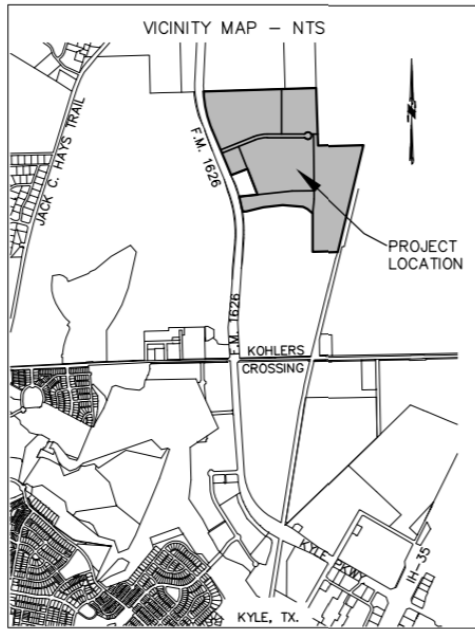
**SUBJECT:** Plum Creek Phase 2, Section 10 - Final Plat (SUB-21-0226)

### REQUEST

The applicant (Anthony Ennis, P.E.), on behalf of Mountain Plum, LTD is requesting approval of the Plum Creek Phase 2, Section 10, Final Plat.

### LOCATION

Plum Creek Phase 2, Section 10, Final Plat is located in Area 10 of the Plum Creek Planned Unit Development. The total acreage is approximately 171.05 - acres and is adjacent to & east of FM 1626. The expected extension of Rikardson is also part of this subdivision. The subdivision plat has been reviewed by several departments and is found to be compliant.



**RECOMMENDATION**

At the December 14, 2021 Planning & Zoning Commission meeting, the Commission voted 4-0 to approve the final plat. Staff asks the Mayor & Council to approve the subdivision plat as it is compliant.

# FINAL PLAT PLUM CREEK PHASE II SECTION 10

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4040 BROADWAY, SUITE 501, SAN ANTONIO, TEXAS 78209, BEING THE OWNER OF 171.05 ACRES IN THE M.M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN CALLED 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 171.05 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE PLUM CREEK PHASE II, SECTION 10 SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT OF WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN, EXCEPT AREAS IDENTIFIED AS PRIVATE OR CREATED BY SEPARATE INSTRUMENT, FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

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

MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP

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

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

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

BY: \_\_\_\_\_, NAME: \_\_\_\_\_, MANAGER

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

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

NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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

THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER

CLERK'S FILE NUMBER \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE OF HAYS

COUNTY ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

APPROVAL CITY OF KYLE

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

BY: \_\_\_\_\_  
CHAIRPERSON

THIS PLAT (PLUM CREEK PHASE II, SECTION 10) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
SECRETARY

REVIEWED BY:

LEON BARBA, CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

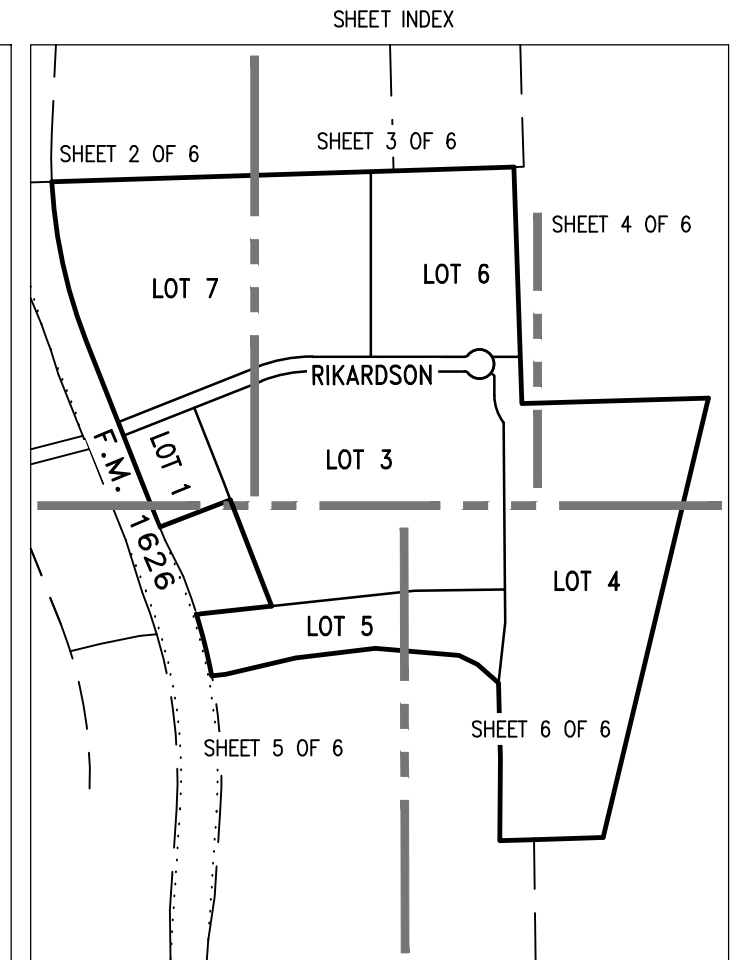
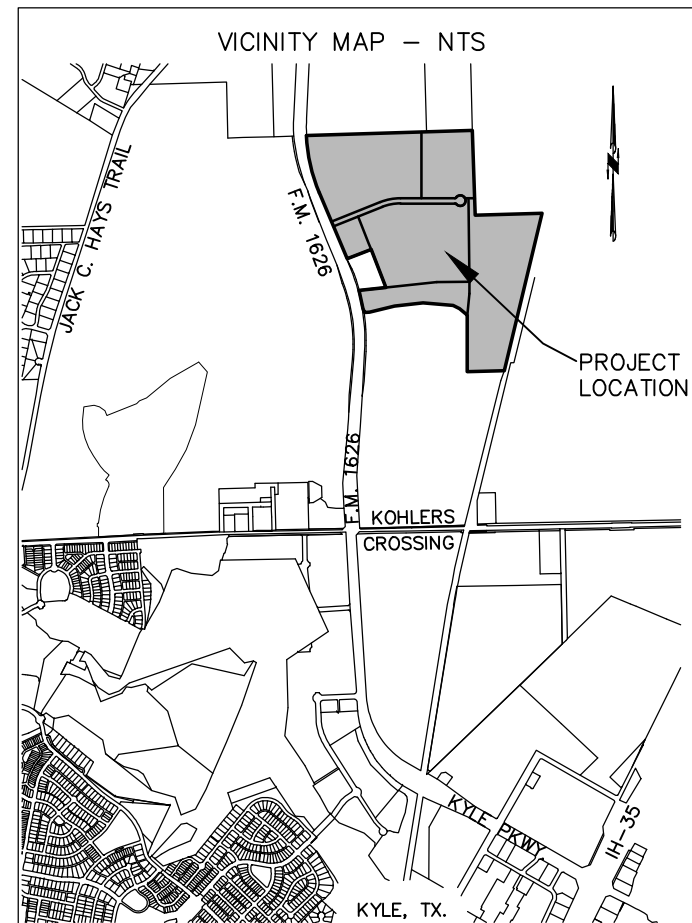
STATE OF TEXAS §  
COUNTY OF HAYS §

ENGINEER'S CERTIFICATION

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

BY: \_\_\_\_\_

ANTHONY J. ENNIS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 125658- STATE OF TEXAS  
KIMLEY-HORN  
FIRM# F-928  
5301 SOUTHWEST PARKWAY, BUILDING 3, SUITE 100  
AUSTIN, TEXAS 78735  
(512) 646-2237



NOTES:

1. TOTAL ACREAGE: 171.05 ACRES.
2. THE TOTAL AREA OF PUBLIC STREET RIGHT-OF-WAY TO BE DEDICATED IN THIS SUBDIVISION IS: 4.044 ACRES.
3. TOTAL NUMBER OF LOTS: 6.
4. PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCE 308 AND 311 AS AMENDED.
5. SETBACKS NOT SHOWN ON LOTS SHALL CONFIRM TO THE CITY OF KYLE ZONING ORDINANCES.
6. A 7.5 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO F.M. 1626 AND RIKARDSON IS HEREBY DEDICATED, AS SHOWN HEREON.
7. ALL UTILITIES WITHIN THIS SUBDIVISION SHALL BE UNDERGROUND.
8. ALL OPEN SPACES, DRAINAGE EASEMENT AND LANDSCAPE EASEMENT AREAS DEPICTED HEREON SHALL BE MAINTAINED, KEPT NEATLY CUT, FREE FROM DEBRIS AND, WITH RESPECT TO DRAINAGE EASEMENTS, FREE FROM TREE/BRUSH RE-GROWTH. MAINTENANCE OF ALL EASEMENTS AND RIGHT-OF-WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR IF EASEMENTS ARE CREATED BY SEPARATE INSTRUMENTS, MAINTENANCE GOVERNED BY THE TERMS OF SUCH SEPARATE INSTRUMENTS.
9. THE OWNER OF LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, ARE REQUIRED TO SUBMIT THE SITE DEVELOPMENT PLAN FOR LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, TO THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, AND, IF NOT THE SAME PARTIES AS ARE IN PLUM CREEK DEVELOPMENT PARTNERS, THEN THE ARCHITECTURAL REVIEW COMMITTEE FOR THE PLUM CREEK HOME OWNER'S ASSOCIATION, FOR THEIR RESPECTIVE REVIEW AND APPROVALS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY ON OR AROUND LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OF THE SIDEWALK AND ANY OTHER IMPROVEMENTS REQUIRED HEREIN.
10. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, IN THIS SUBDIVISION, A SITE DEVELOPMENT AND/OR BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
11. THIS SUBDIVISION LIES WITHIN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
12. EASEMENTS SHOWN HEREON WHICH ARE CREATED BY SEPARATE INSTRUMENTS AND NOT DEDICATED PER THIS PLAT ARE GOVERNED BY THE TERMS OF SUCH SEPARATE INSTRUMENTS.
13. SIDEWALKS ALONG PUBLIC RIGHT-OF-WAY ADJACENT TO LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, SHALL BE INSTALLED BY THE OWNER OF LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7, AT THE TIME OF SITE DEVELOPMENT AND PRIOR TO SUCH OWNER'S OCCUPANCY OF LOT 1, LOT 3, LOT 4, LOT 6, AND LOT 7. SIDEWALKS, PEDESTRIAN CROSSING AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THE OWNER OF THE LAND DEDICATED BY THIS PLAT RESERVES THE RIGHT TO USE AND ENJOY THE SURFACE OF ALL EASEMENT AREAS FOR ALL PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT AREAS FOR THE PURPOSE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE RIGHT TO PLACE SURFACING MATERIALS OVER AND ACROSS THE EASEMENT AREA AND TO USE THE SAME FOR PARKING AREAS, DRIVEWAYS, WALKWAYS, SIDEWALK, LANDSCAPING AND LIGHTING.
15. FLOODPLAIN ANALYSIS MAY BE REQUIRED PER CITY ADOPTED RAINFALL DEPTH AT THE TIME OF SITE DEVELOPMENT.
16. THE COSTS OF MAINTAINING THE DRAINAGE FACILITIES LOCATED OR TO BE CONSTRUCTED WITHIN LOT 4, AS CREATED BY THIS PLAT, SHALL BE MAINTAINED PURSUANT TO THAT CERTAIN STORMWATER FACILITIES SITE MAINTENANCE AGREEMENT RECORDED UNDER DOC. # \_\_\_\_\_, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

STATE OF TEXAS §  
COUNTY OF HAYS §

SURVEYOR'S CERTIFICATION:

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

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

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

PUBLIC UTILITY INFORMATION:  
THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

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

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

FILE No: 1373

PLAT PREPARATION DATE \_\_\_\_\_ SEPTEMBER, 2021  
APPLICATION SUBMITTAL DATE \_\_\_\_\_

No: REVISION:

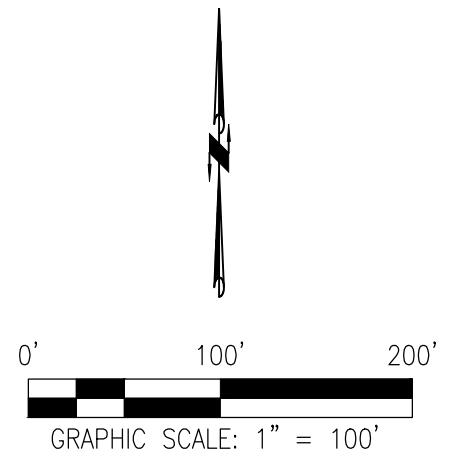


TBPE NO: 16384 - TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAM.S.COM

**FINAL PLAT**  
PLUM CREEK PHASE II SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

SHEET 1 OF 6

# FINAL PLAT PLUM CREEK PHASE II SECTION 10



TEXAS LEHIGH CEMENT COMPANY  
VOL. 609, PG. 843,  
R.P.R.H.C.TX.

TEXAS LEHIGH CEMENT COMPANY  
VOL. 609, PG. 843,  
R.P.R.H.C.TX.

TYPE 2 R.O.W. MARKER FOUND  
BEARS: N 01°39' E, 0.72'  
(N 03°01' E, 0.55')

[N 88°41'49" E 3,747.10']  
[N 88°09'38" E 3,746.84']

N 88°09'38" E 1,747.03'

LOT 3  
PLUM CREEK PHASE II  
UPTOWN NORTH SUBDIVISION  
DOCUMENT NO. 19044530  
O.P.R.H.C.TX.

[0.392 AC.] PARCEL NO. 3  
CITY OF KYLE, TEXAS  
SPECIAL WARRANTY DEED  
VOL. 4122, PG. 86  
(EXHIBIT A) O.P.R.H.C.TX.

APPROXIMATE LOCATION OF  
15-FOOT  
UTILITY EASEMENT  
PEDERNALES ELECTRIC COOPERATIVE, INC.  
DOCUMENT NO. 20014428,  
O.P.R.H.C.TX.

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	2,764.79'	898.29'	N 12°13'25" W	894.34'
C2	2,984.79'	343.94'	N 13°58'02" W	343.75'
C3	3,268.05'	222.38'	N 19°24'10" W	222.34'
C4	840.00'	316.09'	S 79°13'12" W	314.23'
C5	25.00'	22.58'	N 64°07'24" E	21.82'
C6	80.00'	156.01'	N 85°53'12" W	132.44'
C7	80.00'	95.03'	N 04°00'35" E	89.54'
C8	80.00'	144.81'	N 89°53'47" E	125.84'
C9	25.00'	22.58'	N 64°07'24" W	21.82'
C10	760.00'	285.98'	S 79°13'12" W	284.30'
C11	250.01'	160.40'	S 18°55'42" E	157.66'

**BENCHMARK LIST: NAVD88 - OPUS**

BM005549-633:  
SQUARE FOUND ON A CONCRETE INLET IN THE SOUTH RIGHT-OF-WAY OF KOHLERS CROSSING  
APPROXIMATELY 588' EAST OF THE UNION PACIFIC RAIL ROAD RIGHT-OF-WAY, AND APPROXIMATELY  
850' WEST OF THE MARKETPLACE RIGHT-OF-WAY.  
ELEVATION = 718.35 FEET.

BM005549-634:  
SQUARE SET ON A CONCRETE INLET AT THE SOUTHEAST INTERSECTION OF KOHLERS CROSSING AND  
MARKETPLACE AVENUE.  
ELEVATION = 708.46 FEET.

**FLOOD NOTE:**

A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE A, A SPECIAL FLOOD  
HAZARD AREA INUNDED BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS  
DETERMINED, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO. 48209C0270F &  
48209C0290F, DATED SEPTEMBER 02, 2005.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS  
SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

**LOT 7  
42.04 ACRES**

**A-10  
M.M. McCARVER LEAGUE NO. 4**

**ETHEREDGE  
(60' R.O.W.)**

**KYLE PARKWAY  
(F.M. 1626)  
(RIGHT-OF-WAY WIDTH VARIES)**

LOT 2  
PLUM CREEK PHASE II  
UPTOWN NORTH SUBDIVISION  
DOCUMENT NO. 19044530  
O.P.R.H.C.TX.

(0.092 AC.) PARCEL NO. 2  
CITY OF KYLE, TEXAS  
v.4122/P.86,  
O.P.R.H.C.TX.

(0.891 AC.) FM 1626  
CITY OF KYLE, TEXAS  
v.4122/P.86, O.P.R.H.C.TX.  
DEDICATED EXHIBIT C  
VOL. 1871/P.256, O.P.R.H.C.TX.

(1.530 AC.)  
PARCEL 1  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.TX.

15-FOOT UTILITY EASEMENT  
PEDERNALES ELECTRIC COOPERATIVE, INC.  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

**RIKARDSON  
(80' R.O.W.)**

**LOT 3  
41.47 ACRES**

APPROXIMATE LOCATION OF  
15-FOOT  
UTILITY EASEMENT  
PEDERNALES ELECTRIC COOPERATIVE, INC.  
DOCUMENT NO. 20014428,  
O.P.R.H.C.TX.

15-FOOT UTILITY EASEMENT  
PEDERNALES ELECTRIC COOPERATIVE, INC.  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

**LOT 1  
5.138 ACRES**

PUBLIC UTILITY EASEMENT  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

(1.530 AC.)  
PARCEL 1  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.TX.

DECLARATION OF ACCESS EASEMENT  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

N 90°00'00" W 831.53'

[324.250 AC.] TRACT 1  
LENNER HOMES OF TEXAS LAND  
AND CONSTRUCTION, LTD.  
DOCUMENT NO. 16029226  
O.P.R.H.C.TX.

**RIKARDSON  
(80' R.O.W.)**

LOT 1  
PLUM CREEK PHASE II  
UPTOWN NORTH SUBDIVISION  
DOCUMENT NO. 19044530  
O.P.R.H.C.TX.

MATCH-LINE SHEET 2 OF 6  
MATCH-LINE SHEET 5 OF 6

MATCH-LINE SHEET 2 OF 6  
MATCH-LINE SHEET 5 OF 6

**"PRELIMINARY"**  
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for any purpose

FILE No: 1373

PLAT PREPARATION DATE  
APPLICATION SUBMITTAL DATE

SEPTEMBER, 2021

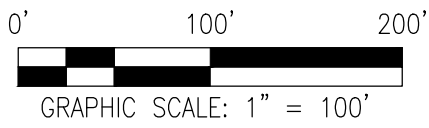


TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
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512.872.6696  
LDCTEAMS.COM

**FINAL PLAT  
PLUM CREEK PHASE II SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS**

No: REVISION:

SHEET 2 OF 6



(21.60 AC.)  
 WARRANTY DEED  
 HAYS COUNTY YOUTH ATHLETIC  
 ASSOCIATION, INCORPORATED  
 VOL. 356, PG. 294,  
 O.P.R.H.C.TX.

# FINAL PLAT PLUM CREEK PHASE II SECTION 10



TEXAS LEHIGH CEMENT COMPANY  
 VOL. 609, PG. 843,  
 R.P.R.H.C.TX.

N 88°09'38" E 2,530.18'

N 88°09'38" E 783.15'

N 88°09'38" E 1,747.03'

BYPASS CHANNEL DRAINAGE EASEMENT  
 DOCUMENT NO. \_\_\_\_\_,  
 O.P.R.H.C.TX.

BYPASS CHANNEL DRAINAGE EASEMENT  
 DOCUMENT NO. \_\_\_\_\_,  
 O.P.R.H.C.TX.

PORTION OF  
 (983.99 AC.)  
 TRACT 2 OF EXHIBIT "A"  
 DEED WITHOUT WARRANTY  
 TO MOUNTAIN PLUM, LTD.  
 VOL. 2297, PG. 139  
 O.P.R.H.C.TX.

PORTION OF  
 (983.99 AC.)  
 TRACT 2 OF EXHIBIT "A"  
 DEED WITHOUT WARRANTY  
 TO MOUNTAIN PLUM, LTD.  
 VOL. 2297, PG. 139  
 O.P.R.H.C.TX.

(145.94 AC.)  
 SPECIAL WARRANTY DEED  
 FLINT HILLS RESOURCES  
 CENTRAL TEXAS, LLC,  
 VOL. 5167, PG. 585  
 O.P.R.H.C.TX.

MATCH-LINE SHEET 2 OF 6  
 MATCH-LINE SHEET 3 OF 6

MATCH-LINE SHEET 3 OF 6  
 MATCH-LINE SHEET 4 OF 6

**LOT 7**  
 42.04 ACRES

**LOT 6**  
 18.78 ACRES

S 01°56'18" E 1,039.74'

[S 01°23'20" E 1,296.55']  
 S 01°56'18" E 1,296.51'

S 00°00'00" E 1,014.01'

CHANNEL DRAINAGE EASEMENT  
 DOCUMENT NO. \_\_\_\_\_,  
 O.P.R.H.C.TX.

N 90°00'00" E 319.05'

N 90°00'00" E 831.53'

N 90°00'00" E 512.48'

S 89°59'28" E 153.71'

**RIKARDSON**

**RIKARDSON**

80' R.O.W. HEREBY DEDICATED

80' R.O.W. HEREBY DEDICATED

N 90°00'00" W 831.53'

S 51°57'39" E

S 00°26'18" E 256.76'

15-FOOT UTILITY EASEMENT  
 PEDERNALES ELECTRIC COOPERATIVE, INC.  
 DOCUMENT NO. \_\_\_\_\_,  
 O.P.R.H.C.TX.

PUBLIC UTILITY EASEMENT  
 DOCUMENT NO. \_\_\_\_\_,  
 O.P.R.H.C.TX.

**LOT 3**  
 41.47 ACRES

PORTION OF  
 (983.99 AC.)  
 TRACT 2 OF EXHIBIT "A"  
 DEED WITHOUT WARRANTY  
 TO MOUNTAIN PLUM, LTD.  
 VOL. 2297, PG. 139  
 O.P.R.H.C.TX.

**LOT 3**  
 41.47 ACRES

**LOT 4**  
 47.02 ACRES

100 YR FLOODPLAIN PER HEC-RAS  
 MODEL COMPILED BY LANDBEY  
 CONSULTING DATED NOVEMBER, 2020  
 (HATCH)

A-10  
 M.M. McCARVER LEAGUE NO. 4

MATCH-LINE SHEET 3 OF 6  
 MATCH-LINE SHEET 5 OF 6

MATCH-LINE SHEET 4 OF 6  
 MATCH-LINE SHEET 6 OF 6

MATCH-LINE SHEET 3 OF 6  
 MATCH-LINE SHEET 4 OF 6

MATCH-LINE SHEET 5 OF 6  
 MATCH-LINE SHEET 6 OF 6

**LOT 3**  
 41.47 ACRES

"PRELIMINARY"  
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 for any purpose

SHEET 3 OF 6

FILE No: 1373

PLAT PREPARATION DATE  
 APPLICATION SUBMITTAL DATE

SEPTEMBER, 2021



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 512.872.6696  
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**FINAL PLAT**  
**PLUM CREEK PHASE II SECTION 10**  
**M.M. McCARVER SURVEY, ABSTRACT NO. 10**  
**HAYS COUNTY, TEXAS**

FINAL PLAT  
PLUM CREEK PHASE II SECTION 10

(21.60 AC.)  
WARRANTY DEED  
HAYS COUNTY YOUTH ATHLETIC  
ASSOCIATION, INCORPORATED  
VOL. 356, PG. 294,  
O.P.R.H.C.TX.

N 88°09'38" E 783.15'

BYPASS CHANNEL DRAINAGE EASEMENT  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

PORTION OF  
(983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.TX.

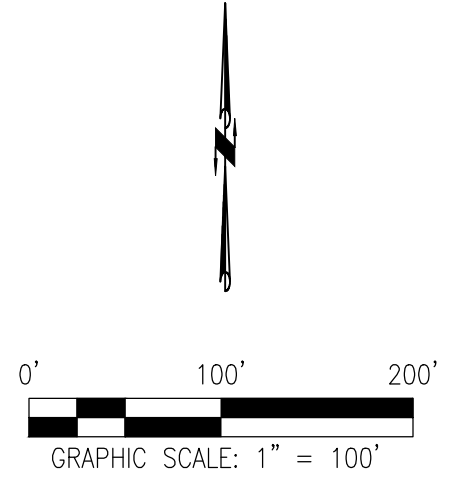
LOT 6  
18.78 ACRES

S 01°56'18" E 1,039.74'

[S 01°23'20" E 1,296.55']  
S 01°56'18" E 1,296.51'

(145.94 AC.)  
SPECIAL WARRANTY DEED  
FLINT HILLS RESOURCES  
CENTRAL TEXAS, LLC,  
VOL. 5167, PG. 585  
O.P.R.H.C.TX.

MATCH-LINE SHEET 3 OF 6  
MATCH-LINE SHEET 4 OF 6



(145.94 AC.)  
SPECIAL WARRANTY DEED  
FLINT HILLS RESOURCES CENTRAL TEXAS, LLC,  
VOL. 5167, PG. 585  
O.P.R.H.C.TX.

CHANNEL DRAINAGE EASEMENT  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

N 90°00'00" E 512.48'

RIKARDSON

80' R.O.W. HEREBY DEDICATED

7.5' P.U.E.

PUBLIC UTILITY EASEMENT  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

LOT 3  
41.47 ACRES

A-10  
M.M. McCARVER LEAGUE NO. 4

N 88°17'17" E 1,022.93'  
[N 88°50'15" E 1,022.96']

100 YR FLOODPLAIN PER HEC-RAS  
MODEL COMPILED BY LANDDEV  
CONSULTING DATED NOVEMBER, 2020  
(HATCH)

PORTION OF  
(983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.TX.

LOT 4  
47.02 ACRES

UNION PACIFIC RAILROAD  
(RIGHT-OF-WAY WIDTH VARIES)  
INTERNATIONAL & GREAT  
NORTHERN RAILROAD CO  
VOL. 1, PG. 22,  
D.R.H.C.TX.

MATCH-LINE SHEET 3 OF 6  
MATCH-LINE SHEET 6 OF 6

MATCH-LINE SHEET 4 OF 6  
MATCH-LINE SHEET 6 OF 6

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

FILE No: 1373

PLAT PREPARATION DATE  
APPLICATION SUBMITTAL DATE

SEPTEMBER, 2021



TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAMS.COM

FINAL PLAT  
PLUM CREEK PHASE II SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

SHEET 4 OF 6

LOT 3  
41.47 ACRES

MATCH-LINE SHEET 2 OF 6  
MATCH-LINE SHEET 5 OF 6

MATCH-LINE SHEET 3 OF 6  
MATCH-LINE SHEET 5 OF 6

MATCH-LINE SHEET 5 OF 6  
MATCH-LINE SHEET 6 OF 6

MATCH-LINE SHEET 5 OF 6  
MATCH-LINE SHEET 6 OF 6

(0.934 AC.) PARCEL NO. 1  
CITY OF KYLE, TEXAS  
SPECIAL WARRANTY DEED  
DOCUMENT NO. 19044530  
(EXHIBIT A) O.P.R.H.C.TX.

LOT 1  
PLUM CREEK PHASE II  
UPTOWN NORTH SUBDIVISION  
DOCUMENT NO. 19044530  
O.P.R.H.C.TX.

LOT 2  
5.253 ACRES  
LOT 2, PLUM CREEK PHASE II  
SECTION 10  
DOCUMENT NO. \_\_\_\_\_  
O.P.R.H.C.TX.

REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.TX.

REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.TX.

(1.849 AC.)  
PARCEL 1  
WASTEWATER EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014433,  
O.P.R.H.C.TX.

(1.530 AC.)  
PARCEL 1  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.TX.

(28.91 AC.) FM 1926  
CITY OF KYLE, TEXAS  
O.P.R.H.C.TX.  
VOL. 1977/PG. 235,  
DEDICATED EXHIBIT C  
V.4122/P.67, O.P.R.H.C.TX.

APPROX. LOCATION OF FEMA  
ZONE A FLOODPLAIN PER  
FIRMETTE #48209C0290F  
(SOLID HATCH)

100 YR FLOODPLAIN PER HEC-RAS  
MODEL COMPILED BY LANDDEV  
CONSULTING DATED NOVEMBER, 2020  
(HATCH)

LOT 5  
12.56 ACRES

(0.931 AC.) PARCEL 4  
CITY OF KYLE, TEXAS  
V.4122/P.86, O.P.R.H.C.TX.

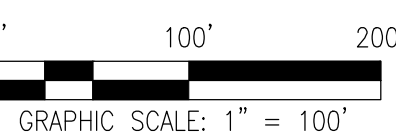
REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.TX.

FINAL PLAT  
PLUM CREEK PHASE II  
SECTION 10

A-10  
M.M. McCARVER LEAGUE NO. 4

LEGEND

- TYPE II TxDOT TYPE II R.O.W. MARKER FOUND
- STAMP 1/2" IRON ROD W/ PLASTIC CAP STAMPED FOUND (AS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LANDDEV" SET
- △ CALCULATED POINT
- ⊙ BENCHMARK
- ( ) RECORD INFORMATION
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT



"PRELIMINARY"  
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for any purpose

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

FILE NO: 1373	PLAT PREPARATION DATE APPLICATION SUBMITTAL DATE	SEPTEMBER, 2021
---------------	---	-----------------

TBPE NO: 16384 · TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAMS.COM

FINAL PLAT  
PLUM CREEK PHASE II SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS



FINAL PLAT  
PLUM CREEK PHASE II SECTION 10

MATCH-LINE SHEET 3 OF 6  
MATCH-LINE SHEET 6 OF 6

MATCH-LINE SHEET 4 OF 6  
MATCH-LINE SHEET 6 OF 6

LOT 3  
41.47 ACRES

LOT 4  
47.02 ACRES

A-10  
M.M. McCARVER LEAGUE NO. 4

(1.530 AC.)  
PARCEL 1  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.T.X.

(1.849 AC.)  
PARCEL 1  
WASTEWATER EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014433,  
O.P.R.H.C.T.X.

(1.849 AC.)  
PARCEL 1  
WASTEWATER EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014433,  
O.P.R.H.C.T.X.

(1.550 AC.)  
PARCEL 1  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.T.X.

PORTION OF  
(983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.T.X.

100 YR FLOODPLAIN PER HEC-RAS  
MODEL COMPILED BY LANDDEV  
CONSULTING DATED NOVEMBER, 2020  
(HATCH)

(11.993 ACRES)  
SPECIAL WARRANTY DEED  
(DIRECTOR'S LOT-1/5TH UNDIVIDED INTEREST)  
MOUNTAIN PLUM, LTD.  
DOCUMENT NO. 20045961,  
O.P.R.H.C.T.X.

LOT 5  
12.56 ACRES

(0.351 AC.)  
WASTEWATER LINE EASEMENT  
DOCUMENT NO. 20030435,  
O.P.R.H.C.T.X.

(11.993 ACRES)  
SPECIAL WARRANTY DEED  
(DIRECTOR'S LOT-1/5TH UNDIVIDED INTEREST)  
MOUNTAIN PLUM, LTD.  
DOCUMENT NO. 20045961,  
O.P.R.H.C.T.X.

(0.1867 AC.)  
WATER LINE EASEMENT  
DOCUMENT NO. 20030434,  
O.P.R.H.C.T.X.

LOT 4  
47.02 ACRES

APPROX. LOCATION OF FEMA  
ZONE A FLOODPLAIN PER  
FIRMETTE #48209C0290F  
(SOLID HATCH)

(RECORD DEED LINE)

100 YR FLOODPLAIN PER HEC-RAS  
MODEL COMPILED BY LANDDEV  
CONSULTING DATED NOVEMBER, 2020  
(HATCH)

(2.881 AC.)  
PARCEL 2  
WASTEWATER EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014433,  
O.P.R.H.C.T.X.

(1.451 AC.)  
PARCEL 2  
WATER LINE EASEMENT  
CITY OF KYLE  
DOCUMENT NO. 20014431,  
O.P.R.H.C.T.X.

LOT 4  
47.02 ACRES

REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2297, PG. 139  
O.P.R.H.C.T.X.

UNION PACIFIC RAILROAD  
(RIGHT-OF-WAY WIDTH VARIES)  
INTERNATIONAL & GREAT  
NORTHERN RAILROAD CO  
VOL. H, PG. 22,  
D.R.H.C.T.X.

S 13°29'02" W 2,474.39'  
[S 14°01'32" W 2,474.39']

S 00°26'18" E 912.96'

MATCH-LINE  
SHEET 3 OF 6

MATCH-LINE  
SHEET 4 OF 6

MATCH-LINE SHEET 5 OF 6

MATCH-LINE SHEET 6 OF 6

S 00°26'18" E 179.33'  
S 06°16'53" E 301.84'  
S 06°16'53" W 309.99'

N 01°25'26" W 414.53'

N 01°25'26" W 414.53'

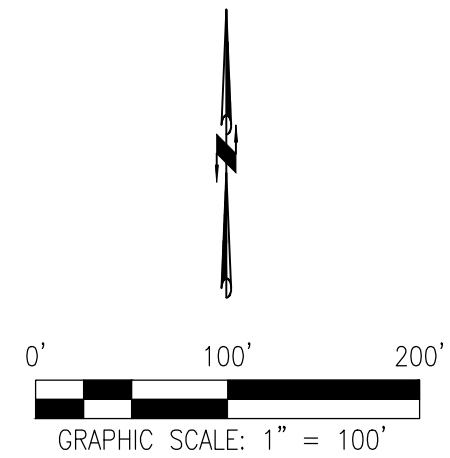
N 01°25'26" W 414.53'

S 88°22'39" W 187.63'

[S 88°50'15" W 378.23']

S 88°22'39" W 378.07'

INTERNATIONAL & GREAT  
NORTHERN RAILROAD  
VOL. N PG. 428  
D.R.H.C.T.X.



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

FILE No: 1373

PLAT PREPARATION DATE  
APPLICATION SUBMITTAL DATE

SEPTEMBER, 2021



TBPE NO: 16384 - TBPLS NO: 10194101  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
512.872.6696  
LDCTEAMS.COM

FINAL PLAT  
PLUM CREEK PHASE II SECTION 10  
M.M. McCARVER SURVEY, ABSTRACT NO. 10  
HAYS COUNTY, TEXAS

SHEET 6 OF 6



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

A0010 MORTON M MCCARVER

Subdivision Name, Block, Lot, or legal description if not subdivided: SURVEY, ACRES 171.05

# of lots (if subdivided): 6 # of acres: 171.05

Site APN/Property ID #(s): 109017, 156457, 156458

Location: 3251 1626, Kyle Texas County: Hays

Development Name: Plum Creek Section 10

OWNER

Company/Applicant Name: Mountain Plum Ltd by MCR Realty Advisors LLC, its development Manager

Authorized Company Representative (if company is owner): Megan Shannon

Type of Company and State of Formation: Texas LLC

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

Applicant Address: 4040 Broadway Suite 501 San Antonio 78209

Applicant Fax:

Applicant Phone: 512-819-7335

Applicant/Authorized Company Representative Email: megan@momaxdevelopment.com

APPLICANT REPRESENTATIVE

Check one of the following:

\_\_\_\_. I will represent the application myself; or

X I hereby designate Anthony Ennis (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.

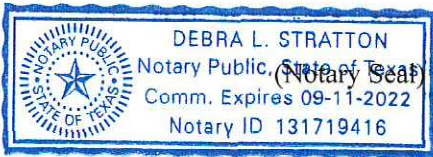
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein 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: Megan Shannon Date: 10/29/2021

State of TX §

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.).



SUBSCRIBED AND SWORN TO before me, this the 29th day of October, 2021

Debra Stratton

Notary Public's Signature

9-11-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Anthony Ennis, PE

Representative Address: 5301 Southwest Parkway, Building 3, Suite 100, Austin, TX 78735

Representative Phone: 512-518-6260

Representative Email: Anthony.Ennis@kimley-horn.com

Representative's Signature: *Anthony Ennis* Date: 9/21/21





## Franchise Tax Account Status

As of : 12/09/2021 10:44:13

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

<b>MOUNTAIN PLUM, LTD.</b>	
<b>Texas Taxpayer Number</b>	32035881153
<b>Mailing Address</b>	4040 BROADWAY STE 501 SAN ANTONIO, TX 78209-6368
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	07/10/2002
<b>Texas SOS File Number</b>	0800101625
<b>Registered Agent Name</b>	LAURA NEGLEY GILL
<b>Registered Office Street Address</b>	4040 BROADWAY STE. 501 SAN ANTONIO, TX 78209

DEED WITHOUT WARRANTY

THE STATE OF TEXAS        §  
                                  §  
COUNTY OF HAYS           §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **William Negley**, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased and **William Negley**, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records (collectively, "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by **Mountain Plum, Ltd.**, a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, subject to the matters set forth herein, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Hays County, Texas ("Land"), being more particularly described by metes and bounds in Exhibit A attached hereto and made part hereof for all purposes, together with any and all other right, title and interest of Grantor in and to the Land, and all of Grantor's right, title and interest in and to all improvements and fixtures located on the Land and all and singular the rights and appurtenances thereto including, but not limited to, strips and gores between the Land and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to Land (all of which is collectively referred to herein as the "Property").

This conveyance is expressly made and accepted subject to any and all conditions, restrictions, easements, liens, encumbrances, and all other matters of record that affect the Property.

Ad valorem taxes and special assessments, if any, against the Property for the year 2003 have been prorated between Grantor and Grantee as of the date of this Deed Without Warranty and Grantee hereby expressly assumes and agrees to pay the same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument is executed this 19<sup>th</sup> day of August, 2003.

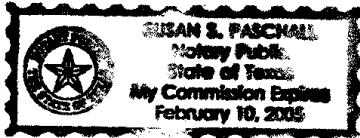
GRANTOR:

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale under  
the Will of Laura Burleson Negley,  
deceased

William Negley  
WILLIAM NEGLEY, as Life Tenant  
with Power of Sale pursuant to  
Deed recorded under Volume 270,  
Page 350, Hays County Deed Records

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

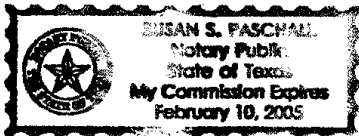
This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased.



Susan S. Paschall  
Notary Public for the State  
of Texas

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me this 19<sup>th</sup> day of August, 2003, by William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records.



Susan S. Paschall  
Notary Public for the State of  
Texas

AFTER RECORDING, PLEASE RETURN TO:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
300 Convent Street, Suite 1500  
San Antonio, Texas 78205  
Attn: Ami E. Gordon

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

1170.2 ACRES OF LAND, ALL IN HAYS COUNTY, TEXAS, COMMONLY KNOWN AS THE NEGLEY RANCH, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING DESCRIBED IN TRACTS 2, 4, AND 5 INCLUSIVE AS FOLLOWS:

TRACT 2

983.99 ACRES OF LAND OUT OF THE M. M. MCCARVER LEAGUE NO. 4 IN HAYS COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

- 51.1 ACRES RECORDED IN VOLUME 119, PAGE 517
- 51.2 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.3 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.2 ACRES RECORDED IN VOLUME 124, PAGE 447
- 51.3 ACRES RECORDED IN VOLUME 123, PAGE 545

AND BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO NEGLEY AS FOLLOWS:

- 211 ACRES RECORDED IN VOLUME 116, PAGE 209
- 100 ACRES RECORDED IN VOLUME 116, PAGE 209
- 331 ACRES RECORDED IN VOLUME 117, PAGE 288
- 28 ACRES RECORDED IN VOLUME 125, PAGE 69
- 38.7 ACRES RECORDED IN VOLUME 127, PAGE 139
- 25.9 ACRES RECORDED IN VOLUME 124, PAGE 477
- 11 ACRES RECORDED IN VOLUME 127, PAGE 139
- 201.14 ACRES RECORDED IN VOLUME 185, PAGE 402

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" rebar set at the northwest intersection of County Road No. 171 and the Missouri-Pacific Railroad for the southeast corner and POINT OF BEGINNING hereof, from which Point Of Beginning the southwest corner of the herein described Tract 1 bears N 89° 55' 35" E 206.51 feet

THENCE, with the north R.O.W. line of County Road No. 171 (average 42' fenced R.O.W.) the south line of said 100 acre Negley tract and the south line of said 331 acre Negley tract as found fenced and used upon the ground the following 4 calls:

S 89° 25' 16" W passing at 2.45 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 251 of the Hays County Deed Records and continuing on the same course for a total distance of 3643.95 feet to a 60D nail set in fence post for an angle point hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 2

S 88° 14' 14" W 1299.23 feet to a 1/2" rebar set for an angle point hereof

S 87° 47' 15" W 819.56 feet to a 1/2" rebar set for an angle point hereof

S 87° 08' 30" W 1241.83 feet to a concrete highway monument found at the intersection of the north R.O.W. line of County Road No. 171 and the east R.O.W. line of R.M. Hwy. No. 2770 for the southwest corner hereof

THENCE, with the east R.O.W. line of R.M. Hwy. 2770 (100' R.O.W.) the following 13 calls:

N 35° 59' 15" W 125.51 feet to a concrete highway monument found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 45' 23", whose radius is 1859.86 feet, whose arc length is 154.40 feet and whose long chord bears N 13° 58' 00" E 154.35 feet to a concrete highway monument found at the end of said curve

N 16° 15' 03" E 617.68 to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve

N 10° 26' 02" E 1260.09 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 02° 41' 05", whose radius is 5680.59 feet, whose arc



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 3

length is 266.12 feet and whose long chord bears  
N 11° 46' 57" E 266.10 feet to a concrete highway  
monument found at the end of said curve

N 13° 07' 35" E 554.80 feet to a concrete highway  
monument found at the point of curvature of a curve  
to the right

Along said curve to the right whose central angle is  
06° 47' 29", whose radius is 2814.79 feet, whose arc  
length is 333.65 feet, and whose long chord bears  
N 16° 29' 50" E 333.45 feet to a concrete highway  
monument found at the end of said curve

N 19° 54' 45" E 1612.78 feet to a concrete highway  
monument found at the point of curvature of a curve to the  
left

Along said curve to the left whose central angle is  
02° 16' 57", whose radius is 5779.58 feet, whose arc  
length is 230.24 feet, and whose long chord bears  
N 18° 44' 45" E 230.22 feet to a concrete highway  
monument found at the end of said curve

N 17° 37' 49" E passing at 256 feet the approximate  
centerline of the afore mentioned gas pipeline (as  
evidenced by stakes set by Valero Gas Company),  
passing at 699.22 feet and 3.28 feet left a State  
Highway Department Satellite Station marker  
# S 1060165, whose grid azimuth to the "Lone  
Man Microwave Tower" visible on the horizon to the  
west, northwest is 100° 00' 14" (bearing basis used for  
this survey), and continuing on the same course of  
N 17° 37' 49" E for a total distance of 1341.81 feet  
to a concrete highway monument found at engineers  
centerline station 199+53.99 and being the point of  
curvature of a curve to the right

Along said curve to the right whose central angle is  
24° 37' 05", whose radius is 1095.92 feet, whose arc  
length is 470.88 feet, and whose long chord bears  
N 29° 55' 08" E 467.26 feet to a concrete highway  
monument found at the end of said curve

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in  
in the occupied north line of said 201.14 acre Negley  
tract being the occupied south line of that certain 348  
acre tract of land known as Lot 2 by deed of partition  
of record in Volume 34, Page 313 of the Hays County Deed  
Records, said Lot 2 as conveyed to R. C. Barton of  
record in Volume 178, Page 282 of the Hays County Deed  
Records for the northwest corner hereof from which point  
a concrete highway monument found bears N 42° 12' 35" E  
813.10 feet

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 4

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe found at a fence corner

S 01° 16' 00" E 870.05 feet to a 1/2" rebar found at a fence corner at the most southerly southwest corner of said R. C. Barton tract for an ell corner hereof

THENCE continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly northwest corner of that certain tract of land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an ell corner hereof

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88° 50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the north line of the 118.2 acre Negley tract above mentioned in Tract 1, for an ell corner hereof

THENCE, with the south line of said 211 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 5

THENCE, with the west line of said 118.2 acre Negley tract, the east line of said 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 00° 09' 45" E 1693.23 feet to a 1/2" rebar set for an angle point hereof

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

SAVE AND EXCEPT ROW 1626:

28.91 ACRES OF LAND IN THE M. M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE FOLLOWING FOUR TRACTS: TRACT ONE BEING THAT CALLED 201.14 ACRE TRACT CONVEYED TO LAURA B. NEGLEY BY DEED OF RECORD IN VOLUME 185, PAGE 402, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), TRACT TWO BEING A CALLED 51.3 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX., TRACT THREE BEING A CALLED 51.2 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX. AND TRACT FOUR BEING CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (SECOND TRACT) D.R.H.C.TX, SAID 28.91 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING A PORTION OF THE PROPOSED RIGHT-OF-WAY (ROW) FOR FM 1626, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Laura B. Negley 201.14 acre Tract One and being the southwest corner of a called 10 acre tract of land conveyed to Texas Lehigh Cement Company (T.L.C.C.), designated as Tract I, of record in Volume 609, Page 843, Real Property Records Hays County, Texas (R.P.R.H.C.TX.);

THENCE N 88° 06' 51" E, with the north line of said Tract One, being the south line of said T.L.C.C. 10 acre tract and with the south line of a 20 acre tract of land conveyed to T.L.C.C., designated as Tract III, of record in Volume 609, Page 843, R.P.R.H.C.TX., a distance of 715.24 feet to 1/2-inch iron rod found for the southeast corner of the said T.L.C.C. 20 acre tract same being the southwest corner of a 97.38 acre tract conveyed to T.L.C.C., designated as Tract IV, of record in Volume 609, Page 843, R.P.R.H.C.TX;

THENCE N 88° 08' 15" E, with the south boundary line of said 97.38 acre tract and being the north line of said Tract One, a distance of 301.20 feet to a calculated point in the proposed west

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 6

ROW line of said FM 1626 for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 88° 08' 15" E, crossing said proposed ROW of said F.M. 1626 and with said common line of said Tract One and said 97.38 acre tract, a distance of 200.03 feet to a calculated point for the northeast corner of the tract described herein;

**THENCE** crossing said Tracts One, Three and Four and with the proposed east ROW line of said F.M. 1626 the following seven (7) courses and distances:

1. with a curve to the left having a radius of 2,764.79 feet, an arc distance of 899.20 feet, a chord bearing of S 12° 13' 49" E and a chord distance of 895.24 feet to a calculated point of tangency;
2. S 21° 32' 51" E, at a distance of approximately 458 feet pass the south line of said Tract One and being the north line of said Tract Three, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet,
3. with said curve to the right an arc distance of 1,306.85 feet and having a chord bearing of S 08° 55' 11" E, a chord distance of 1,296.30 feet to a calculated point of tangency,
4. S 03° 42' 29" W, at a distance of approximately 227 feet pass the south line of said Tract Three, being the north line of said Tract Four, at approximately 919 feet pass the north line of a called 100-foot wide ROW agreement with the Lower Colorado River Authority (L.C.R.A.) of record in Volume 254, Page 254, D.R.H.C.TX., and continuing a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.78 feet,
5. with said curve to the left an arc distance of 355.80 feet and having a chord bearing of S 00° 01' 17" W, a chord distance of 355.55 feet to a calculated point of tangency,
6. S 03° 39' 55" E, a distance of 355.99 feet to a calculated point for an angle point in the east line of the tract described herein, and
7. S 47° 23' 20" E, a distance of 72.34 feet to a calculated point for the southeast corner of the tract described herein and being in the north ROW line, as fenced, of Hays County Road 171 (HCR 171) same being the south line of said Tract Four;

**THENCE** S 88° 51' 11" W, with said north ROW line of HCR 171 and said south line of Tract Four, a distance of 300.29 feet to a calculated point for the southwest corner of the tract described herein and being in the proposed west ROW line of FM 1626;

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METES AND BOUNDS DESCRIPTION  
CONT. PAGE 7

THENCE leaving said north ROW line of HCR 171, with said proposed west ROW line of FM 1626 and crossing said Tracts Four through One the following seven (7) courses and distance;

1. N 42° 46' 53" E, a distance of 68.99 feet to a calculated point for an angle point in the west line of the tract described herein,
2. N 03° 39' 55" W, a distance of 347.54 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.78 feet,
3. with said curve to the right an arc distance of 381.54 feet, a chord bearing of N 00° 01' 17" E and a chord distance of 381.27 feet to a calculated point of tangency,
4. N 03° 42' 29" E, at a distance of approximately 1,171 feet pass said north line of the said L.C.R.A. ROW, at a distance of approximately 1,680 feet pass the south line of said Tract Three, and continuing for a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.79 feet,
5. with said curve to the left an arc distance of 1,218.69 feet and having a chord bearing of N 08° 55' 11" W and a chord distance of 1,208.85 feet to a calculated point of tangency,
6. N 21° 32' 51" W, at a distance of approximately 803 feet pass the west line of said Tract Three and being the east line of said Tract Two, at a distance of approximately 1005 feet pass the north line of said Tract Two, being the south line of said Tract One, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet, and
7. with said curve to the right an arc distance of 967.91 feet, a chord bearing of N 12° 11' 41" W and a chord distance of 963.62 feet to the POINT OF BEGINNING and containing 28.91 acres of land, more or less.

**BEARING BASIS:** Bearings recited herein are Texas Coordinate System, South Central Zone, NAD83, Grid (the foregoing tract and parcel of land is sometimes hereinafter referred to as the "Property").

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 8

SAVE AND EXCEPT THE WELL YARD:

A portion of land containing 1.016 acres of land, more or less, out of the Henry Loller Survey No 19. Recorded in Vol. 1336, Page 515, Hays County Deed Records.

Commencing at a Tx.D.O.T. marker on the R.O.W. of F.M. 2770 and County Road 171

Thence N 84°46'28" E for a distance of 3337.91 feet to a point on the R.O.W. of County Road 171 and the POINT OF BEGINNING;

Thence N 01°02'15" W for a distance of 260.82 feet to an angle point;

Thence N 88°57'45" E for a distance of 170.00 feet to an angle point;

Thence S 01°02'15" E for a distance of 259.84 feet to an angle point on said R.O.W. of County Road 171

Thence S 88°37'57" W for a distance of 170.00 feet along said R.O.W. to the Point of Beginning.

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 9

SAVE AND EXCEPT:

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLEY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LAI" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of said Negley tract;

THENCE with the north line of said County Road 171, same being the south line of said Negley tract, the following six (6) courses and distances:

1. S 87° 02' 08" E a distance of 294.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
2. S 64° 15' 42" E a distance of 30.92 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
3. N 87° 03' 42" E a distance of 935.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
4. N 87° 08' 40" E a distance of 819.54 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
5. N 87° 34' 40" E a distance of 1,299.21 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point, and
6. N 88° 54' 08" E a distance of 630.90 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

1. N 01° 06' 44" W a distance of 230.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
2. S 88° 53' 16" W a distance of 167.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein,
3. N 01° 06' 44" W a distance of 304.50 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western northwest corner of the tract described herein,

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 10

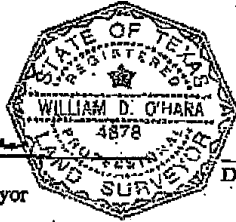
4. N 88° 53' 16" E a distance of 187.46 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
5. N 01° 06' 44" W a distance of 48.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
6. N 88° 53' 16" E a distance of 89.05 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
7. N 00° 32' 48" W a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,
8. N 88° 50' 25" E a distance of 465.45 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for northeast corner of the tract described herein, and
9. S 01° 06' 44" E a distance of 691.18 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 88° 54' 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is true and correct to the best of my knowledge.

William D. O'Hara  
William D. O'Hara  
Registered Professional Land Surveyor  
No. 4878 - State of Texas



2-28-02  
Date

Recorder's Note:  
ORIGINAL DOCUMENT ILLEGIBLE



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 11

Tract 4

185.77 ACRES OF LAND OUT OF THE JOHN COOPER SURVEY NO. 13, THE JESSE DAY SURVEY NO. 162, THE JESSE DAY SURVEY, THE THOMAS ALLEN SURVEY NO. 1 AND THE JOHN KING SURVEY NO. 20 IN HAYS COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

151 ACRES OF RECORD IN VOLUME 133, PAGE 148

35 ACRES OF RECORD IN VOLUME 137, PAGE 574

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 48' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 12

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof

N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 13

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

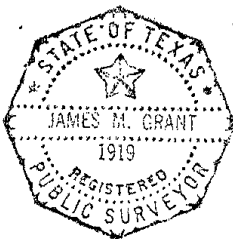
Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passng at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AS SURVEYED BY:  
RALPH HARRIS SURVEYOR INC.

*James M. Grant*  
JAMES M. GRANT

REG. PUBLIC SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 14, 1986



Updated: October 21, 1987

E16:negley05.fn  
E16:negley04.fn

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
CONT. PAGE 14

TRACT 5

0.44 ACRES OF LAND OUT OF THE HENRY LOLLAR SURVEY, IN HAYS COUNTY, TEXAS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 at the southwest corner of that certain 214.661 acre tract of land as conveyed to Richard V. W. Negley in Volume 275, Page 103 of the Hays County Deed Records, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning a concrete highway monument found at engineers station 286+58.38 bears N 05° 13' 41" W 939.55 feet

THENCE with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground S 46° 15' 17" E 130.24 feet to a 1/2" rebar set at the northwest corner of that certain 262.33 acre tract of land as conveyed to Richard V.W. Negley in Volume 133, Page 147 of the Hays County Deed Records, for the northeast corner hereof

THENCE with the west line of said 262.33 acre Negley tract S 11° 09' 17" W 424.33 feet to a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 for the south corner hereof

THENCE with the east r.o.w. line of R.M. Highway No. 2770 as found fenced and used upon the ground the following 2 calls:

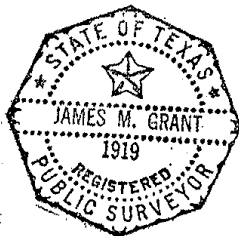
N 02° 19' 26" E 247.29 feet to a 60-D nail set in a fence post for an angle point hereof

N 04° 51' 20" W 260.21 feet to the POINT OF BEGINNING and containing 0.44 acres more or less.

AS SURVEYED BY:  
RALPH HARRIS SURVEYOR, P.C.

*James M. Grant*

JAMES M. GRANT  
REG. PUB. SURVEYOR NO. 1919  
1406 Hether  
Austin, Texas 78704  
February 18, 1986



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Aug 25, 2003 at 12:49P

Document Number: 03027104  
Amount 41.00

Lee Carlisle  
County Clerk  
By  
Rose Robinson, Deputy  
Hays County

15:Lollar.044

UPDATED: OCTOBER 21, 1987



# CITY OF KYLE, TEXAS

## Acceptance of Cool Springs Subdivision Phase III

**Meeting Date: 12/16/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase III improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~  
*Leon Barba, P.E., City Engineer*

**Other Information:** A final walk through was completed on December 7, 2021.

A Maintenance Bond (Westfield Insurance Company – Bond No. 178863N) in the amount of \$713,410.14 has been provided for a period of two (2) years.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- Resolution for Cool Springs Phase 3

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** hereby accepts the public improvements and certifies completion of the improvements for the Cool Springs Phase 3 Subdivision. The current maintenance surety is hereby \$713,410.14 being thirty five percent (35%) of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within the Cool Springs Phase 3 Subdivision are hereby accepted for operation and maintenance.

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

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF KYLE, TEXAS

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

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**




# CITY OF KYLE

---

100 W. Center St.  
Office (512) 262-3958

Kyle, Texas 78640  
Fax (512) 262-3915

## MEMORANDUM

TO: Scott Sellers, City Manager  
FROM: Leon Barba, P.E., City Engineer   
DATE: December 16<sup>th</sup>, 2021  
SUBJECT: Cool Springs Phase 3 Final Acceptance

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

A final walk-through was completed on December 7<sup>th</sup>, 2021. The punch list items have been completed on the project. The street, drainage, water, and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Westfield Insurance Company – Bond No. 178863N) in the amount of \$713,410.14 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

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



**ENGINEER'S CONCURRENCE  
FOR FINAL INSPECTION AND  
ENGINEERING RELEASE**

**PROJECT:** Cool Springs Subdivision Phase III  
CR 158 at Cool Springs Blvd.  
Kyle, Texas 78640

**SCOPE OF WORK:** W  X  WW  X  S/D  X  ALL  X

**OWNER/DEVELOPER'S NAME & ADDRESS**

Lennar Homes of Texas Land and Construction, Ltd.  
12401 Research Blvd.  
Austin, Texas 78759

**CONSULTANT ENGINEER'S NAME & ADDRESS**

Tom Curran, P.E.  
Doucet & Associates  
7401B Hwy 71 West, #160  
Austin, Texas 78735

On this day, December 7, 2021, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the public subdivision improvements consisting of water & wastewater lines, streets, drainage inlets and pipes, channels and detention facilities, were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All streets, drainage piping sytem, channels, ponds, water and wastewater lines contained within the Cool Springs Subdivision Phase III Construction Plans; with the following deviations or incompleted items noted below.

1. CR 158 roadside channel south of Cool Springs Blvd. intersection to be reshaped for positive drainage with installation of proposed perimeter boundary wall and landscaping.
2. Sidewalk along property's frontage with CR 158 to be installed with installation of landscaping and perimeter boundary wall.
3. Re-vegetation of lots still to be completed.
4. A light pole with wiring feed needs to be installed to provide lighting at the intersection of Cool Springs Blvd. and CR158 per City requirements.
5. The constructed intersection of Cool Springs Blvd. and CR 158 does not meet City slope and change of grade tolerance requirements and needs to be re-designed given existing conditions and re-constructed.



Signature

Tom Curran, P.E.

Typed Name

61905

Texas Registration No.



12/15/2021

**EXHIBIT B**

MAINTENANCE BOND

**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

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

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

# MAINTENANCE BOND

Bond No.: **178863N**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto City of Kyle as Obligee, in the sum of Seven Hundred Thirteen Thousand Four Hundred Ten And 14/100 (\$713,410.14) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Cool Springs Phase 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Cool Springs Phase 3 - Erosion, Wastewater, Storm Water, and Street Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 23rd day of November, 2021.

JL Gray Construction, Inc.  
Principal

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

Westfield Insurance Company  
Surety

Seal

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

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

Jack Nottingham, Attorney-in-fact



General  
Power  
of Attorney

POWER NO. 4220012 14

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY**

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **02nd** day of **JANUARY** A.D., **2020**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this **02nd** day of **JANUARY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik**, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **23rd** day of **November** A.D., **2021**



**Frank A. Carrino**, Secretary

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared **Jason Gray, President** party to that certain Contract entered into between **JL GRAY Construction** and **Lennar Homes** for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Cool Springs Phase 3

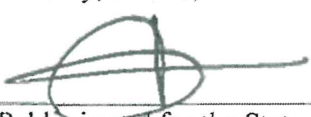
Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY **JL GRAY CONSTRUCTION, INC.** DEPONENT EXPRESSLY WAIVES AND RELEASES LIEN, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

By: 

Subscribed and sworn to before me, the undersigned authority, on this, the 29<sup>th</sup> of November, 2021.

  
Notary Public in and for the State of Texas





**COOL SPRINGS PH 3 FINAL COST AND QUANTITIES**  
**SCOPE: EROSIONS, STREETS, DRAINAGE, AND WASTEWATER**  
**CONTRACTOR: JLGRAY**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
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<b>EROSION CONTROL IMPROVEMENTS</b>					
2	SILT FENCE	576	LF	\$ 2.50	\$ 1,440.00
3	ROCK BERM	100	LF	\$ 23.00	\$ 2,300.00
4	INLET PROTECTION	24	EA	\$ 75.00	\$ 1,800.00
5	REVEGATATION OF ROW	15838	SY	\$ 1.40	\$ 22,173.20
<b>SUB-TOTAL EROSION CONTROL IMPROVEMENTS</b>					<b>\$ 27,713.20</b>

<b>SITE IMPROVEMENTS</b>					
2	EXCAVATION	44391	CY	\$ 2.25	\$ 99,879.75
3	EMBANKMENT	40244	CY	\$ 1.75	\$ 70,427.00
5	LIME TREATED SUBGRADE (8" THICK)	22832	SY	\$ 7.50	\$ 171,240.00
6	FLEXIBLE BASE (COMPACTED)	5772	CY	\$ 47.00	\$ 271,284.00
7	2" HMAC TYPE D	17075	SY	\$ 11.00	\$ 187,825.00
8	CURB AND GUTTER	10299	LF	\$ 15.50	\$ 159,634.50
9	24" RIBBON CURB	72	LF	\$ 22.00	\$ 1,584.00
10	CONCRETE SIDEWALKS (4" THICK)	10247	SF	\$ 4.75	\$ 48,673.25
11	SIDEWALK RAMPS	32	EA	\$ 1,100.00	\$ 35,200.00
12	CONCRETE VALLEY GUTTERS	2126	SF	\$ 9.50	\$ 20,197.00
13	TRAFFIC SIGNS	14	EA	\$ 400.00	\$ 5,600.00
14	STRIPING	1	LS	\$ 1,125.00	\$ 1,125.00
<b>SUB-TOTAL SITE IMPROVEMENTS</b>					<b>\$ 1,072,669.50</b>

<b>WASTEWATER IMPROVEMENTS</b>					
1	CONNECT TO EXISTING MANHOLE	2	EA	\$ 6,900.00	\$ 13,800.00
2	CONNECT TO EXISTING 8" STUB	2	EA	\$ 715.00	\$ 1,430.00
3	8" SDR-26 PVC SEWER (0'-8')	2618	LF	\$ 27.00	\$ 70,686.00
4	8" SDR-26 PVC SEWER (8'-10')	984	LF	\$ 28.00	\$ 27,552.00
5	8" SDR-26 PVC SEWER (10'-12')	147	LF	\$ 30.00	\$ 4,410.00
6	4' MANHOLE	17	EA	\$ 3,700.00	\$ 62,900.00
7	4' EXTRA MANHOLE DEPTH (>8')	8	VF	\$ 275.00	\$ 2,200.00
8	6" DOUBLE WASTEWATER SERVICE	49	EA	\$ 1,400.00	\$ 68,600.00
9	6" SINGLE WASTEWATER SERVICE	2	EA	\$ 1,050.00	\$ 2,100.00
10	ADJUST EXISTING MANHOLE	5	EA	\$ 825.00	\$ 4,125.00
11	EXTRA GRAVEL FOR GROUND WATER- 8" WW	82	TN	\$ 23.00	\$ 1,886.00
12	TRENCH SAFETY	3749	LF	\$ 1.50	\$ 5,623.50
<b>SUB-TOTAL WASTEWATER IMPROVEMENTS</b>					<b>\$ 265,312.50</b>

<b>WATER IMPROVEMENTS</b>					
1	8" PVC C-900	4306	LF	\$ 38.00	\$ 163,628.00
2	2" POLY SERVICE LINE	325	LF	\$ 21.00	\$ 6,825.00
3	8" GATE VALVE	15	EA	\$ 1,825.00	\$ 27,375.00
4	FIRE HYDRANT ASSEMBLY (INCLUDES LEADS, FITTINGS, & GATE VALVE)	8	EA	\$ 4,150.00	\$ 33,200.00
5	1-1/2" DOUBLE WATER SERVICE	49	EA	\$ 1,350.00	\$ 66,150.00
6	1" SINGLE WATER SERVICE	2	EA	\$ 875.00	\$ 1,750.00
7	DUCTILE IRON FITTINGS	1	LS	\$ 6,225.00	\$ 6,225.00
8	8" WET CONNECTION	2	EA	\$ 850.00	\$ 1,700.00
9	2" FLUSH VALVE	1	EA	\$ 1,800.00	\$ 1,800.00
10	TRENCH SAFETY	4306	LF	\$ 1.50	\$ 6,459.00
<b>SUB-TOTAL WATER IMPROVEMENTS</b>					<b>\$ 315,112.00</b>

<b>DRAINAGE IMPROVEMENTS</b>					
1	18" CLASS III RCP	620	LF	\$ 45.00	\$ 27,900.00
1a	18" CLASS IV RCP	70	LF	\$ 61.00	\$ 4,270.00
2	24" CLASS III RCP	823	LF	\$ 57.00	\$ 46,911.00
3	30" CLASS III RCP	622	LF	\$ 73.00	\$ 45,406.00
3a	30" CLASS IV RCP	352	LF	\$ 89.00	\$ 31,328.00
4	36" CLASS III RCP	583	LF	\$ 116.00	\$ 67,628.00
5	4' X 4' JUNCTION BOX	3	EA	\$ 3,000.00	\$ 9,000.00
6	STANDARD 4' STORM MANHOLE	2	EA	\$ 2,900.00	\$ 5,800.00
7	STANDARD 5' STORM MANHOLE	3	EA	\$ 3,500.00	\$ 10,500.00
8	STANDARD 6' STORM MANHOLE	2	LF	\$ 4,100.00	\$ 8,200.00
9	10' INLET	24	EA	\$ 4,000.00	\$ 96,000.00
10	TRENCH SAFETY	3043	LF	\$ 1.50	\$ 4,564.50
<b>SUB-TOTAL DRAINAGE IMPROVEMENTS</b>					<b>\$ 357,507.50</b>

<b>TOTAL BASE BID</b>	<b>\$ 2,038,314.70</b>
<b>TOTAL BOND AMOUNT</b>	<b>\$ 713,410.14</b>

**EXHIBIT C**

**SUBDIVISION MAP**







# CITY OF KYLE, TEXAS

Kyle 57 PID - BOKF, NA

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Kyle 57 Public Improvement District. ~  
*Paige Saenz, City Attorney*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Kyle 57 PID - Service Fee Letter Agreement



Re: City of Kyle, Texas  
Special Assessment Revenue Bonds, Series 2022  
(KYLE 57 PUBLIC IMPROVEMENT DISTRICT)

We truly appreciate the opportunity to work with the City and the finance team. BOK Financial Corporate Trust and Escrow Services is a nationally ranked provider of bond trustee services to municipalities and corporations through Texas and the United States.

Our financial strength and breadth of service and product offerings are only surpassed by the quality of our employees. Our professionals offer unmatched experience, expertise, and tenure – a testament to the value and commitment we place in our employees.

For questions regarding the proposed fees and/or with any questions as to the account our team is as follows:

BOK Financial (Bank of Texas)  
Attn. Corporate Trust  
1401 McKinney St Suite 1000  
Houston, TX 77010  
713-354-0279 | Fax

Rosalyn Davis  
713-289-5829 | Phone  
[Rosalyn.Davis@bokf.com](mailto:Rosalyn.Davis@bokf.com)

Biddel Tekeste  
713-470-5436 | Phone  
[BTekeste@bokf.com](mailto:BTekeste@bokf.com)

Jose Gaytan  
512-813-2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)



Services provided by BOKF, NA

## Fees and Expenses

### Schedule of Fees

**Acceptance Fee:** \$1,500.00

One-time fee due at closing which includes document review/conference calls, authentication & delivery of the bonds, receipt & disbursement of the funds related to the closing. The fee is due at closing.

**Annual Trustee/Paying Agent/Registrar/Dissemination Agent Fees:** \$4,500.00

This annual fee includes the normal Trustee, Registrar, Paying Agent and Dissemination Agent day-to-day administration responsibilities such as, debt service payments, maintenance of registrar's books, bond calls which do not require notices, transfers, cash disbursements (including construction draws) and disclosure services. This first year's fee is due at closing and annually thereafter.

**Out-of-Pocket Expenses:**

At cost as incurred, The Trustee does not typically charge for out-of-pocket expenses but we reserve the right to charge for significant out-of-pocket expenses incurred in connection with annual administration. Expenses for which we are normally reimbursed include, but are not limited to travel expenses, publication costs, express mail, mail insurance and wire charges.

**Investments:** \$0.00

BOK Financial does not charge sweep fees for investment offered by BOK Financial. If funds are invested outside the money market funds offered by BOK Financial, an additional fee may be assessed on an annual basis to act as custodian.

**Legal Counsel Fees:** At Cost  
(Billed separately)

**ADDITIONAL INFORMATION RELATING TO FEES:**

**Extraordinary Services:**

As incurred, Fees indicated in this schedule are based upon services rendered in accordance with established procedures and during normal business hours. They include but are not limited to, fees & expenses incurred by the Trustee/Paying Agent/Registrar/Dissemination Agent and/or Counsel for such items as special reports, tenders/puts, publishing monthly bond calls default services or services not contemplated or specifically covered elsewhere in this schedule billed in amounts commensurate with the services to be provided. Unusual or extraordinary services such as those provided upon an Event of Default or subsequent



*Services provided by BOKF, NA*

legal matters involving the trust are subject to additional charges based on duties and responsibilities, and other factors involved.

Additionally, services not included in this Fee Schedule but deemed necessary or desirable by you may be charged based on a mutually agreed upon fee schedule.

This proposal is subject in all respects to our review and acceptance of the governing documents which set forth our duties and responsibilities. If upon review of the final documents there are substantive changes in the structure including bond amount as known as of this date, fees shall be renegotiated.

**ACKNOWLEDGEMENT:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Erin Fitzpatrick, SVP  
National BDO  
972.892.9972 | Phone  
[efitzpatrick@bokf.com](mailto:efitzpatrick@bokf.com)

**BOK Financial**  
**Corporate Trust Services**  
5956 Sherry Lane, Suite 900  
Dallas, TX 75225

Jose Gaytan, SVP  
Texas BDO  
512.813.2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)



# CITY OF KYLE, TEXAS

Plum Creek North PID - BOKF,  
NA

Meeting Date: 12/16/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Plum Creek North Public Improvement District. ~ *Paige Saenz, City Attorney*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Kyle Plum Creek North PID MIA - Service Fee Letter Agreement
- Kyle Plum Creek North PID IA#1 - Service Fee Letter Agreement



Re: City of Kyle, Texas  
Special Assessment Revenue Bonds, Series 2022  
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA  
PROJECT)

We truly appreciate the opportunity to work with the City and the finance team. BOK Financial Corporate Trust and Escrow Services is a nationally ranked provider of bond trustee services to municipalities and corporations through Texas and the United States.

Our financial strength and breadth of service and product offerings are only surpassed by the quality of our employees. Our professionals offer unmatched experience, expertise, and tenure – a testament to the value and commitment we place in our employees.

For questions regarding the proposed fees and/or with any questions as to the account our team is as follows:

BOK Financial (Bank of Texas)  
Attn. Corporate Trust  
1401 McKinney St Suite 1000  
Houston, TX 77010  
713-354-0279 | Fax

Rosalyn Davis  
713-289-5829 | Phone  
[Rosalyn.Davis@bokf.com](mailto:Rosalyn.Davis@bokf.com)

Biddel Tekeste  
713-470-5436 | Phone  
[BTekeste@bokf.com](mailto:BTekeste@bokf.com)

Jose Gaytan  
512-813-2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)

## Fees and Expenses

### Schedule of Fees

**Acceptance Fee:** \$1,500.00

One-time fee due at closing which includes document review/conference calls, authentication & delivery of the bonds, receipt & disbursement of the funds related to the closing. The fee is due at closing.

**Annual Trustee/Paying Agent/Registrar/Dissemination Agent Fees:** \$4,500.00

This annual fee includes the normal Trustee, Registrar, Paying Agent and Dissemination Agent day-to-day administration responsibilities such as, debt service payments, maintenance of registrar's books, bond calls which do not require notices, transfers, cash disbursements (including construction draws) and disclosure services. This first year's fee is due at closing and annually thereafter.

**Out-of-Pocket Expenses:**

At cost as incurred, The Trustee does not typically charge for out-of-pocket expenses but we reserve the right to charge for significant out-of-pocket expenses incurred in connection with annual administration. Expenses for which we are normally reimbursed include, but are not limited to travel expenses, publication costs, express mail, mail insurance and wire charges.

**Investments:** \$0.00

BOK Financial does not charge sweep fees for investment offered by BOK Financial. If funds are invested outside the money market funds offered by BOK Financial, an additional fee may be assessed on an annual basis to act as custodian.

**Legal Counsel Fees:** At Cost  
(Billed separately)

**ADDITIONAL INFORMATION RELATING TO FEES:**

**Extraordinary Services:**

As incurred, Fees indicated in this schedule are based upon services rendered in accordance with established procedures and during normal business hours. They include but are not limited to, fees & expenses incurred by the Trustee/Paying Agent/Registrar/Dissemination Agent and/or Counsel for such items as special reports, tenders/puts, publishing monthly bond calls default services or services not contemplated or specifically covered elsewhere in this schedule billed in amounts commensurate with the services to be provided. Unusual or extraordinary services such as those provided upon an Event of Default or subsequent





*Services provided by BOKF, NA*

legal matters involving the trust are subject to additional charges based on duties and responsibilities, and other factors involved.

Additionally, services not included in this Fee Schedule but deemed necessary or desirable by you may be charged based on a mutually agreed upon fee schedule.

This proposal is subject in all respects to our review and acceptance of the governing documents which set forth our duties and responsibilities. If upon review of the final documents there are substantive changes in the structure including bond amount as known as of this date, fees shall be renegotiated.

**ACKNOWLEDGEMENT:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Erin Fitzpatrick, SVP  
National BDO  
972.892.9972 | Phone  
[efitzpatrick@bokf.com](mailto:efitzpatrick@bokf.com)

**BOK Financial**  
**Corporate Trust Services**  
5956 Sherry Lane, Suite 900  
Dallas, TX 75225

Jose Gaytan, SVP  
Texas BDO  
512.813.2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)



Re: City of Kyle, Texas  
Special Assessment Revenue Bonds, Series 2022  
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1  
PROJECT)

We truly appreciate the opportunity to work with the City and the finance team. BOK Financial Corporate Trust and Escrow Services is a nationally ranked provider of bond trustee services to municipalities and corporations through Texas and the United States.

Our financial strength and breadth of service and product offerings are only surpassed by the quality of our employees. Our professionals offer unmatched experience, expertise, and tenure – a testament to the value and commitment we place in our employees.

For questions regarding the proposed fees and/or with any questions as to the account our team is as follows:

BOK Financial (Bank of Texas)  
Attn. Corporate Trust  
1401 McKinney St Suite 1000  
Houston, TX 77010  
713-354-0279 | Fax

Rosalyn Davis  
713-289-5829 | Phone  
[Rosalyn.Davis@bokf.com](mailto:Rosalyn.Davis@bokf.com)

Biddel Tekeste  
713-470-5436 | Phone  
[BTekeste@bokf.com](mailto:BTekeste@bokf.com)

Jose Gaytan  
512-813-2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)



Services provided by BOKF, NA

## Fees and Expenses

### Schedule of Fees

**Acceptance Fee:** \$1,500.00

One-time fee due at closing which includes document review/conference calls, authentication & delivery of the bonds, receipt & disbursement of the funds related to the closing. The fee is due at closing.

**Annual Trustee/Paying Agent/Registrar/Dissemination Agent Fees:** \$4,500.00

This annual fee includes the normal Trustee, Registrar, Paying Agent and Dissemination Agent day-to-day administration responsibilities such as, debt service payments, maintenance of registrar’s books, bond calls which do not require notices, transfers, cash disbursements (including construction draws) and disclosure services. This first year’s fee is due at closing and annually thereafter.

**Out-of-Pocket Expenses:**

At cost as incurred, The Trustee does not typically charge for out-of-pocket expenses but we reserve the right to charge for significant out-of-pocket expenses incurred in connection with annual administration. Expenses for which we are normally reimbursed include, but are not limited to travel expenses, publication costs, express mail, mail insurance and wire charges.

**Investments:** \$0.00

BOK Financial does not charge sweep fees for investment offered by BOK Financial. If funds are invested outside the money market funds offered by BOK Financial, an additional fee may be assessed on an annual basis to act as custodian.

**Legal Counsel Fees:** At Cost  
(Billed separately)

**ADDITIONAL INFORMATION RELATING TO FEES:**

**Extraordinary Services:**

As incurred, Fees indicated in this schedule are based upon services rendered in accordance with established procedures and during normal business hours. They include but are not limited to, fees & expenses incurred by the Trustee/Paying Agent/Registrar/Dissemination Agent and/or Counsel for such items as special reports, tenders/puts, publishing monthly bond calls default services or services not contemplated or specifically covered elsewhere in this schedule billed in amounts commensurate with the services to be provided. Unusual or extraordinary services such as those provided upon an Event of Default or subsequent



*Services provided by BOKF, NA*

legal matters involving the trust are subject to additional charges based on duties and responsibilities, and other factors involved.

Additionally, services not included in this Fee Schedule but deemed necessary or desirable by you may be charged based on a mutually agreed upon fee schedule.

This proposal is subject in all respects to our review and acceptance of the governing documents which set forth our duties and responsibilities. If upon review of the final documents there are substantive changes in the structure including bond amount as known as of this date, fees shall be renegotiated.

**ACKNOWLEDGEMENT:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Erin Fitzpatrick, SVP  
National BDO  
972.892.9972 | Phone  
[efitzpatrick@bokf.com](mailto:efitzpatrick@bokf.com)

**BOK Financial**  
**Corporate Trust Services**  
5956 Sherry Lane, Suite 900  
Dallas, TX 75225

Jose Gaytan, SVP  
Texas BDO  
512.813.2002 | Phone  
[jgaytan@bokf.com](mailto:jgaytan@bokf.com)



# CITY OF KYLE, TEXAS

## Resolution Authorizing Creation of Employee Benefits Trust for Health Insurance & Associated Benefits

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision, and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. ~ *J. Scott Sellers, City Manager*

**Other Information:** On September 21, 2021, the City Council authorized the City Manager and the Director of Human Resources to change the City's insurance provider for health, dental, vision, life, and other ancillary disability benefits from Texas Municipal League to United Healthcare.

This change in the City's insurance provider for health, dental, vision, life, and other ancillary disability benefits from Texas Municipal League to United Healthcare is effective January 1, 2022.

The new insurance provider, United Healthcare offers a 1.75% discount on the monthly premium if the City would establish an Employee Benefits Trust to purchase and pay for these services for the benefit of its officers, employees, qualified retirees, and their eligible dependents. This discount savings to the City is estimated to be approximately \$40,000.00 per year.

The cost proposal as submitted by United Healthcare and recommended by the City's insurance advisor and consultant, HUB International, included premium cost/pricing net of the 1.75% discount. HUB International recommends creation of the trust by the City of Kyle to take advantage of the cost savings offered by United Healthcare.

### Legal Notes:

### Budget Information:

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### ATTACHMENTS:

#### Description

- ☐ Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS.

\* \* \* \*

WHEREAS, the City of Kyle, Texas (the "City") provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the exemption of such premiums and revenues from state law, provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City finds it to be in the public interest to authorize the creation of an Employee Benefits Trust for the reasons provided above; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

Section 1. The City Council hereby authorizes creation of an Employee Benefits Trust, designating all members of the City Council to be Trustees of said Trust, and authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, qualified retirees, and their dependents, all of which is pursuant to the Declaration of Trust attached as Exhibit "A."

PASSED, APPROVED, AND RESOLVED this 16<sup>th</sup> day of 2021.

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

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

**EXHIBIT “A”  
DECLARATION OF TRUST**

**I.**

**CREATION OF TRUST**

The City of Kyle (“City”), as Settlor or creator of the trust, designates the members of the City of Kyle City Council to be Trustees and declares that the City holds in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the Town, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the Town’s officers, employees, and qualified retirees and their dependents.

**II.**

**PURPOSE**

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The Trust is intended to qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (the “Code”).

**III.**

**DURATION**

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

**IV.**

**TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS**

A. Composition. The Trustees are the members of the City Council, and each Trustee’s term is contemporaneous with his or her term of office as a Member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. Officers. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary shall rotate, coinciding with the City’s Fiscal Year, between the Council members

based upon their designated places, skipping the Mayor Pro Tem and beginning with the Councilmember for Place 1. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. Compensation. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees.

D. Meetings. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

## V.

### **RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

A. Rights, Powers, and Duties. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties, but only to the extent permissible for a single purpose non-profit trust under Section 222.002(c)(5) of the Texas Insurance Code:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Section II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.

4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.

5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident,



and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, administrative services, and any other services that the Trustees shall deem expedient for the proper operation of the Trust. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. The Trustees may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Section IX herein.

B. Quorum and Voting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

## **VI.**

### **BENEFICIARIES**

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called “covered persons” herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

## **VII.**

### **TRUST FUNDS**

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The funds of the Trust shall not inure to the benefit of, or be distributed to, any private person, except for the payment of necessary costs and benefits described below. The Trustees may use the Trust’s funds as follows:

1. to pay premiums on group health, accident and life policies or contracts;
2. to make authorized investments and paying fund management fees from the proceeds of the investment.

## **VIII.**

### **LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (“Proceeding”), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee’s appearance as a witness or other participation in any Proceeding.

## **IX.**

### **AMENDMENT, REVOCATION AND TERMINATION**

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Section II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees. Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the Town's health benefits plan that may be in effect at the time of termination of the Trust and then, either apply any remaining balance of the funds to provide the benefits described herein or transfer such funds to a successor whose income is excluded under Section 115(1) of the Code. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Section II herein.

## **X.**

### **GOVERNING LAW**

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

## **XI.**

### **MISCELLANEOUS**

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Sections of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Section but shall not be used in construing this Declaration Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the

whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]*

IN WITNESS HEREOF, the undersigned parties have executed this Declaration of Trust, consisting of twelve (12) pages including Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dexter Ellison, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yvonne Flores-Cale, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Rizo, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ashlee Bradshaw, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniella Parsley, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Tobias, Trustee

\_\_\_\_\_  
Date

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS    §  
                                  §  
COUNTY Of -----    §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Travis Mitchell, Mayor of the City of Kyle on behalf of the City.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS    §  
                                  §  
COUNTY Of -----    §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Dexter Ellison, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS    §  
                                  §  
COUNTY Of -----    §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Yvonne Flores-Cale, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS     §  
                                      §  
COUNTY Of -----     §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Robert Rizo, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS     §  
                                      §  
COUNTY Of -----     §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Ashlee Bradshaw, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS     §  
                                      §  
COUNTY Of -----     §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Daniella Parsley, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS     §  
                                      §  
COUNTY Of -----     §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
2021, by Michael Tobias, Council Member.

\_\_\_\_\_  
Notary Public In and For the State of Texas

(SEAL)



## SCHEDULE A

The following is a list of the assets initially transferred by the City of Kyle, Texas, to the Trust:

City of Kyle's first month (**October 2021**) contributions for Employee and Dependents Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.

City of Kyle's Employee and Dependents first month (**October 2021**) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Insurance Benefits.



# CITY OF KYLE, TEXAS

## KASZ AGCM Contract

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a contract with AG|CM. Inc. in an amount not to exceed \$42,000.00 for Owner's Representation Services related to the Kyle Senior and Community Center.  
~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Community Center Proposal Package DRAFT



**AUSTIN**  
3112 Windsor Road  
Suite 120  
Austin, TX 78703  
Ofc 512/ 426-0091  
Fax 512/ 426-7608  
[www.agcm.com](http://www.agcm.com)

December 3, 2021

Mr. Scott Sellers  
City of Kyle  
100 W. Center St.  
Kyle, TX 78640

**SUBJECT:** Kyle Senior and Community Center – Design Coordination Services

Mr. Sellers:

AG|CM, Inc. is pleased to provide a proposal for Owners Representation Services, in relation to the Design Phase of the new Kyle Senior and Community Center, as follows:

- See attached “Exhibit A – Scope of Services”
- AG|CM, Inc. will perform these services by billing at an hourly rate, with a “Not to Exceed” fee of Forty-Two Thousand Dollars. (\$42,000.00). This not to exceed amount will be based on assumed construction document completion by July 31, 2022, as shown on attached “Exhibit B”.

Please indicate your acceptance of this proposal by signing below. Upon execution, a formal contract will be drafted by AG|CM, Inc. for review and execution by all parties. Let me know of any questions, and thank you again for the opportunity. We look forward to working with The City of Kyle on this most important project.

Respectfully,

Ryan Rosborough, CCM  
Vice President – Central Texas  
AG|CM, Inc.

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

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Attachments: Exhibit A – Scope of Services, Exhibit B – Labor Schedule

## EXHIBIT A – SCOPE OF SERVICES

### **Services Required:**

Design Coordination Services shall consist of providing Project Management Personnel to work under the supervision of City of Kyle to provide pre-construction support for the Project. The Project Manager will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. Activities for which Project Management Personnel will be required include any or all of the following:

#### Pre-construction Phase

- Assist with process for procuring Professional Services as required (ie Architect, Geotech, etc).
- Assist with establishing budget/program scope.
- Attend various meetings with KASZ, City of Kyle, Hays County as required.
- Establish and maintain communication protocol between the Owner and Architect.
- Establish milestone schedule for overall program design and construction.
- Manage coordination and correspondence between Owner and Architect.
- Review design documents, drawings and specifications for general constructability, scheduling, consistency and coordination.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Notify Owner of Design and Budget concerns throughout design process.
- Assist in development of value engineering options as required.
- Assist in development of construction delivery method.
- Services to be provided through production of 100% Construction Documents to be delivered by Architect of Record, with assumed delivery by July 31, 2022.

Labor Calculation Summary  
 Kyle Senior and Community Center

AG CM, Inc. City of Kyle Public Safety Project Project Management Services				
		Year	Total	
		2022		
PERSONNEL				
1	Project Executive - Ryan Rosborough	\$9,000		\$9,000
2	Sr. Project Advisor - Bob Farmer	\$33,000		\$33,000
3	\$0	\$0		\$0
Yearly Subtotal		\$42,000		<b>\$42,000</b>



Kyle Senior and Community Center Project

Rate Sheet  
AG|CM, Inc.  
January 1, 2021

<b>Personnel</b>		
	Title/Position	2022
1	Project Executive - Ryan Rosborough	\$225.00
2	Sr. Project Advisor - Bob Farmer	\$220.00
<b>Project Specific</b>		
<b>General Conditions</b>		



# CITY OF KYLE, TEXAS

## Arts Commission

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, Establishing an Arts Commission and Providing for General Powers and Duties, Providing for Qualifications for Appointment, Providing for the Appointment of Officers, and Providing for Other Related Matters. ~ *Paul Phelan, Director of Library Services*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Arts Commission Creation Ordinance



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ESTABLISHING AN ARTS COMMISSION AND PROVIDING FOR GENERAL POWERS AND DUTIES, PROVIDING FOR QUALIFICATIONS FOR APPOINTMENT, PROVIDING FOR THE APPOINTMENT OF OFFICERS, AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the Kyle City Council has authorized the creation of arts commission; and

**WHEREAS**, the mission, membership, rules, and responsibilities of the arts commission have been identified and approved by council; and

**WHEREAS**, this ordinance finalizes the creation of the City of Kyle Arts Commission and grants the Arts Commission the authority and responsibilities contained herein.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:**

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

**Section 2. Establishment of Kyle Arts Commission.** Article III of the City of Kyle Code of Ordinances is hereby amended by adding Division 5, to be entitled "Kyle Arts Commission" to read as follows:

**DIVISION 5. KYLE ARTS COMMISSION**

**Sec. 2-116. – Establishment of Kyle Arts Commission**

The City of Kyle hereby establishes and maintains an Arts Commission which shall consist of seven voting (7) board members who shall be appointed by the Mayor and City Council.

**Sec. 2-117. – Kyle Arts Commission General Powers and Duties.**

The Kyle Arts Commission shall serve in an advisory capacity to the City Council on matters relating to the arts activities, events and projects that will benefit the residents of the City and achieve the "Gold Standard" set by the City Council. The Commission shall advise the City Council on the use of any funds or funding that may be available from private and/or public sources that will benefit any local arts activity, project or organization serving the residents of the City; such advice and/or recommendations on uses of funds shall not be restricted in any manner except by law. The Commission shall perform such other duties as assigned by the Council from time to time.

**Sec. 2-118. – Qualifications for Appointment and Membership.**

In addition to qualifications set forth in Sec. 2-45, the Arts Commission will be comprised of individuals who have shown an interest in the arts activities of the City and a passion for advancing the arts and culture of the City. Four (4) voting members will be required to demonstrate a knowledge and passion in one of the following areas and professional fields: literature, visual arts, graphic arts, plastic arts, decorative arts, architecture or urban planning, and performing arts. Two (2) voting members will be appointed as citizen community representatives and one (1) voting member will be appointed from the business community. One (1) ex officio member shall be a member of the City Council and shall serve as liaison between the Commission and the City Council. Appointees shall have meet residency requirements as established in Sec. 2-45. The business appointee shall own or be employed in a business within the city limits or extraterritorial jurisdiction of the City of Kyle.

**Sec. 2-119. – Officers.**

The Kyle Arts Commission shall elect such officers as the members of the Commission deem necessary to conduct their business affairs.

**Sec. 2-120. – Term of Office.**

Members initially appointed to create the Kyle Arts Commission shall be appointed for such terms that two members' terms will expire after one year, two members' terms will expire after two years, and the other three members shall expire after three years. Members shall be eligible for reappointment as defined in Sec. 2-43. Vacancies on the Kyle Arts Commission, occurring other than by expiration of the term, shall be filled by the City Council for the remainder of that term.

**Sec. 2-121. – Meetings.**

- (a) Regular meetings. The Kyle Arts Commission shall endeavor to hold at least one regular meeting each month and shall prescribe by rule regular meeting dates at a regular meeting place.
- (b) Quorum. A quorum shall consist of four voting members. A motion to approve any matter before the Kyle Arts Commission or to recommend approval of any request requiring city council action shall require a simple majority vote of the quorum members present. Any quorum member may make or second a motion. In conducting all meetings of the Kyle Arts Commission, it shall be the Commission's intent to generally follow Robert's Rules of Order.
- (c) Open meetings. The Kyle Arts Commission meetings will be open to the public and will follow all rules of the Open Meetings Act. The secretary will take minutes each meeting, which shall be approved at the next regular scheduled meeting. These minutes will be kept in accordance with the Open Meetings Act.
- (d) Voting. The presiding officer may decide if voting for a specific item shall be by voice vote or roll call vote. The presiding officer shall be entitled to vote on matters before the Kyle Arts Commission. All voting members of the Kyle Arts Commission present shall vote upon every issue, subject or matter properly before the Council and requiring a Commission vote; provided that, if any member of the Commission has a conflict of interest that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue.

- (e) Annual report. The Kyle Art Commission shall present an annual report on the status of the art program to the City Council at the end of each fiscal year, by October 1.

**Sec. 2-122. -- Gifts and Donations.**

The Kyle Arts Commission is authorized to solicit gifts and bequests of money or other personal property, or donations to be applied, principle or income, for either temporary or permanent use for activities, programs and/or other efforts on behalf of the City of Kyle art community. All monetary gifts and bequests shall be made and received directly by a designated City department and placed in a special account or fund established for such purposes. Any gifts or donations such as actual works of art or property, whether temporary or permanent, will be contingent on written agreement signed and approved by the City and all other relevant parties.

**Sec. 2-123. – Code of Ethics.**

The Kyle Arts Commission members will be made aware of the City's Code of Ethics and will be obligated and required to abide by the Codes rules and requirements.

**Section 2-124. Cooperation with Other Agencies.**

The Kyle Arts Commission, working through the Kyle Public Library Director, is authorized to work jointly with the other city departments and, upon approval of an agreement by the City Council, with other political subdivisions to provide and establish, operate, conduct, and maintain a robust arts program and to acquire, operate, improve, and maintain property, both real and personal, for facilities and activities that promote, enhance and further the arts in the City of Kyle. The Commissions shall suggest amendments to this Division as needed to implement the arts program and to promote the arts in the City of Kyle.

**Section 3. Severability.** It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Effective Date.** This ordinance shall take effect immediately upon its approval and passage and publication as required by law.

**Section 5. Open Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was 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 Government Code.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2021.  
FINALLY PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**The City of Kyle, Texas**

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

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary



# CITY OF KYLE, TEXAS

## Visioning Workshop Discussion

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Discussion on scheduling a date and other necessary related items for the 2022 visioning workshop of council and pertinent staff. ~ *Dex Ellison, Council Member*

**Other Information:**

**Legal Notes:**

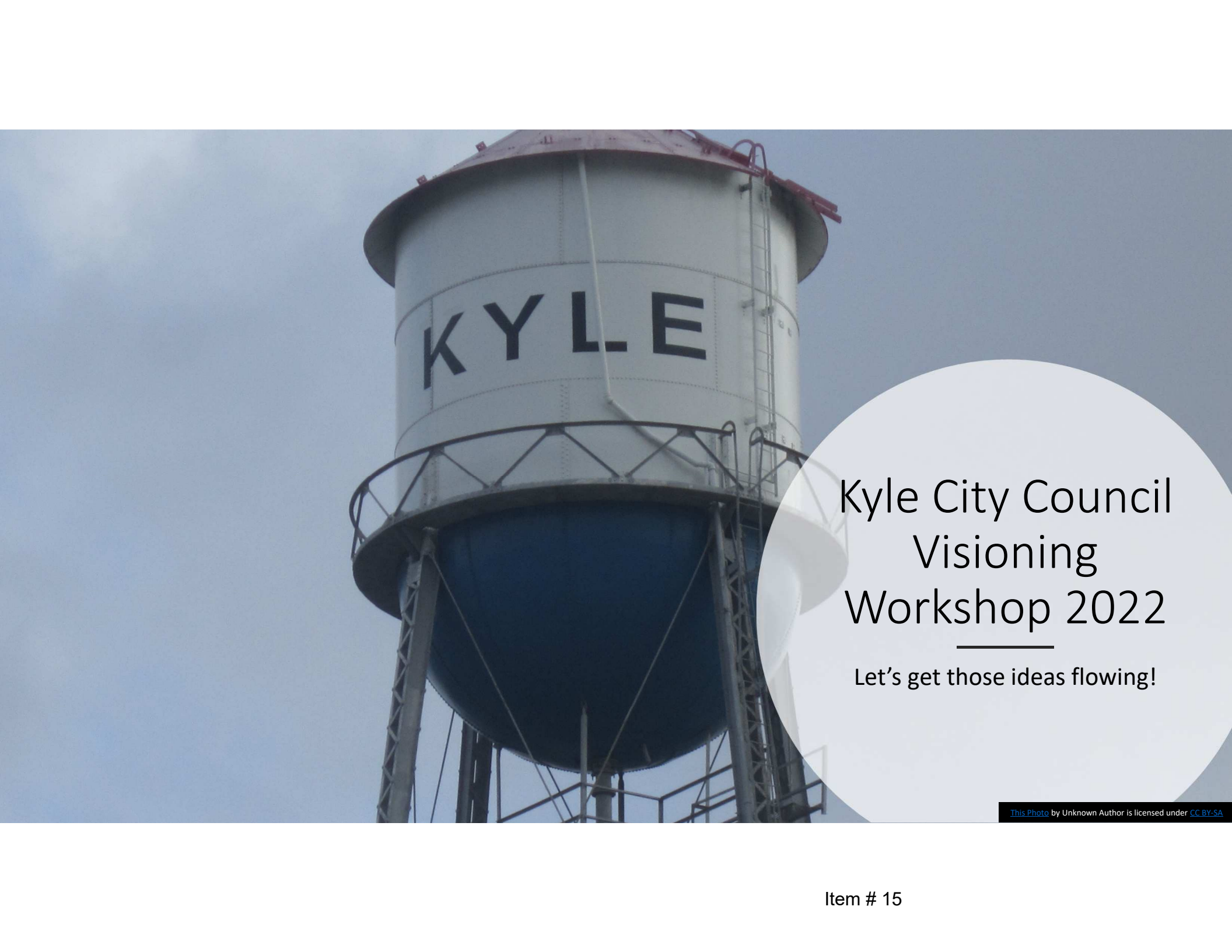
**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Visioning Workshop 2022 (preparation)



KYLE

# Kyle City Council Visioning Workshop 2022

Let's get those ideas flowing!

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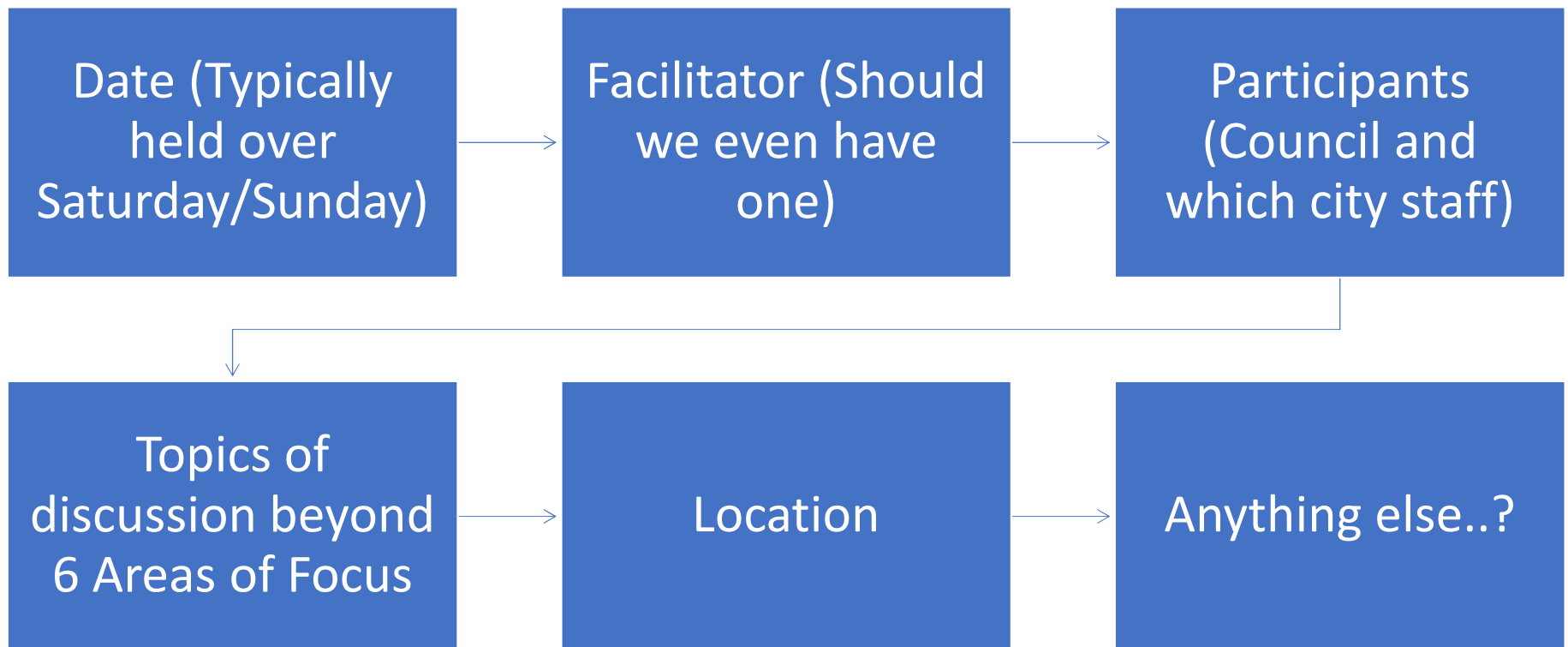
## 6 Areas of Focus

- Quality of Life
- Public Safety
- Business Growth
- Community Development & Image
- Capital Improvements
- Communications



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# Things to figure out...







# CITY OF KYLE, TEXAS

## Task Force Discussion

**Meeting Date: 12/16/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Consider options for the creation of a policy for councilmember task forces to adhere by.  
~ *Dex Ellison, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Task Force ideas



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# Initial ideas...



1-3 council members & designated staff support (potential for boards/commissions participation as deemed appropriate by council)



Council will clearly define scope of what task force will do



Task Force will report back to council on a regular basis (monthly, etc.) and do so in any manner that all of council can be present to hear



Clearly defined dissolve date or deliverable of each Task Force



Single Member District representatives get first right of refusal for any project that will take place within their district



If any travel is needed to be taken to accomplish Task Force's mission... report to council within a certain time on what was learned?



# CITY OF KYLE, TEXAS

Ad-Hoc Cmte

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Create an ad-hoc committee (with a specific dissolve date) for the purposes of reviewing, looking for best practices or examples and putting together recommendations to bring back to council for consideration of further input and possible adoption of an updated Policy on Soliciting Memberships for Boards & Commissions. ~ *Dex Ellison, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session - Convene

Meeting Date: 12/16/2021

Date time: 7:00 PM

**Subject/Recommendation:** Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - Savannah Development Agreement
  - Heroes Memorial Park Detention
  - Prairie Lakes Consent and Development Agreement
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - Project Wild Strawberry

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 12/16/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Take action on items discussed in Executive Session.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available