

CITY OF KYLE

PLANNING & ZONING COMMISSION REGULAR 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 Planning and Zoning Commission of the City of Kyle, Texas will meet at 6:30 PM on March 8, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

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

Posted this 4th day of March, 2022, prior to 6:30 P.M.

1. Call Meeting To Order

2. Roll Call

3. Minutes

A.Planning and Zoning Commission Meeting Minutes for February 8, 2022 (Regular Meeting) and February 22, 2022 (Special Called Meeting/Joint Meeting with City Council)

4. Citizen Comments

A.Citizen Comment Period. The Planning and Zoning Commission welcomes comments from Citizens early in the agenda of regular meetings. Speakers are 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.

5. Executive Session

A.Executive Session pursuant to Texas Local Government Code section 551.071
Consultation with Attorney regarding procedural matters related to:

- Consider a request to renovate an approximately 3,200 square foot Conoco convenience store with associated fuel canopy and dumpster enclosure for property located at 1203 N. Old Hwy 81 within the I-35 overlay district. (Conoco - Conditional Use Permit - CUP-22-0050)
- Consider a request by Stephen Buffum, P.E. of Costello Inc. to rezone approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097)
- Consider a request by Jeffrey Howard of McLean & Howard LLP, to rezone approximately 259 acres of land from Agriculture 'A' to Planned Unit Development 'PUD' for property located at 5260 Hillside Terrace, in Hays County, Texas. (Hillside Terrace - Zoning - Z-21-0090)

B.Reconvene into open session.

6. Consider and Possible Action

A.Consider a request to renovate an approximately 3,200 square foot Conoco convenience store with associated fuel canopy and dumpster enclosure for property located at 1203 N. Old Hwy 81 within the I-35 overlay district (Conoco - Conditional Use Permit - CUP-22-0050)

7. Zoning

A.Consider and possible action on a recommendation to the City Council regarding a request by Stephen Buffum, P.E. of Costello Inc. to rezone approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097)

- Public Hearing
- Recommendation to City Council

B.Consider and possible action on a recommendation to the City Council regarding a request by Jeffrey Howard of McLean & Howard LLP, to rezone approximately 259 acres of land from Agriculture 'A' to Planned Unit Development 'PUD' for property located at 5260 Hillside Terrace, in Hays County, Texas. (Hillside Terrace - Zoning - Z-21-0090)

(On 2/22/22 - Postponed due to lack of quorum)

Staff recommends postponement until May 10, 2022 to allow sufficient time required for annexation proceedings

- Public Hearing
- Recommendation to City Council

8. General Discussion

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

9. Staff Report

A.Staff Report by William Atkinson, Senior Planner.

10. Adjournment



CITY OF KYLE, TEXAS

Minutes

Meeting Date: 3/8/2022
Date time: 6:30 PM

Subject/Recommendation: Planning and Zoning Commission Meeting Minutes for February 8, 2022 (Regular Meeting) and February 22, 2022 (Special Called Meeting/Joint Meeting with City Council)

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ 2022 0208 - Minutes
- ☐ 2022 0222 - Minutes

REGULAR CALLED MEETING OF THE PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of the City of Kyle, Texas met in a regular meeting on February 8, 2022, at 6:30 P.M. with the following people present:

Chairman, Alex Guerra
Vice-Chair, Megan McCall
Commissioner, Patricia Snidow
Commissioner, Brandon James
Commissioner, Matt Chase
Assistant City Manager, Amber Lewis
Senior City Planner, William Atkinson
Planning Technician, Debbie A. Guerra

CALL MEETING TO ORDER

Chairman Guerra called the meeting to order at 6:36 P.M.

ROLL CALL OF COMMISSION

Chairman Guerra called for a roll call. All present (McCall attended virtually).

MINUTES

PLANNING AND ZONING COMMISSION MINUTES – JANUARY 11, 2022 (REGULAR MEETING) AND JANUARY 18, 2022 (SPECIAL CALLED MEETING).

Commissioner Chase moved to approve the minutes. Commissioner James seconds the motion. All votes aye. Motion carried.

CITIZENS COMMENTS

Chairman Guerra opened the citizens comment period at 6:37 P.M. and called for comments on items not on the agenda or posted for public hearing. Lila Knight addressed the Commission stating in her opinion P&Z Commission should not go into Executive Session. Ms. Knight also mentioned that there was no staff explanation bars for CBD-2. Also, mentioned it is not the roll of city government to restrict businesses. Chairman Guerra closed the citizens comment period at 6:40 P.M.

EXECUTIVE SESSION

EXECUTIVE SESSION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 551.071 CONSULTATION WITH ATTORNEY REGARDING PROCEDURAL MATTERS RELATED TO:

**A REQUEST TO REZONE APPROXIMATELY 8.32 ACRES OF LAND FROM RETAIL
SERVICE DISTRICT ‘RS’ TO MIXED-USE DEVELOPMENT ‘MXD’ FOR PROPERTY**

LOCATED AT KYLE MARKETPLACE SECTION 2 LOT A & 19.48 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MIXED USE DISTRICT 'MXD' FOR PROPERTY LOCATED AT KYLE MARKETPLACE SECTION 2, BLOCK F, IN HAYS COUNTY, TEXAS. (CSW KC II, LLC – Z-21-0089)

A REQUEST TO REZONE APPROXIMATELY 5.13 ACRES OF LAND FROM 'A' AGRICULTURE TO 'W' WAREHOUSE DISTRICT FOR PROPERTY LOCATED AT 1351 BUNTON CREEK ROAD, IN HAYS COUNTY, TEXAS. (ABEL AND LINDA TENORIO – Z-21-0093)

A REQUEST TO CONSTRUCT AN APPROXIMATELY 880 SQUARE FOOT FREE STANDING BUILDING WITH WALK UP AND DRIVE-THRU SERVICE LOCATED AT 20325 IH-35 WITHIN THE I-35 ZONING OVERLAY DISTRICT. (DUTCH BROS. COFFEE – CONDITIONAL USE PERMIT – CUP-21-0041)

A REQUEST TO CONSTRUCT AN APPROXIMATELY 5.031 SQUARE FOOT FREE STANDING BUILDING AND SITE PLAN FOR PROPERTY LOCATED AT 2325 KOHLER'S CROSSING WITHIN THE I-35 ZONING OVERLAY DISTRICT. (MIDAS AUTOMOTIVE EXPERTS – CONDITIONAL USE PERMIT – CUP-21-0045)

A REQUEST TO CONSTRUCT AN APPROXIMATELY 43.803 SQUARE FOOT OFFICE/WAREHOUSE BUILDING AND SITE PLAN LOCATED AT 250 GATEWAY BLVD. WITHIN THE I-35 ZONING OVERLAY DISTRICT. (HAYS LOGISTICS – CONDITIONAL USE PERMIT – CUP-22-0048)

A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE PURPOSE OF ALLOWING A HEIGHT INCREASE FOR FUTURE BUILDINGS LOCATED AT 24801 IH-35 (ORD. NO. 1161. SEC. 53-1047 (12)). (ALLIANCE INDUSTRIAL COMPANY – CUP-22-0046)

AMENDMENT TO SECTION 53-1230 (ZONING) TO RESTRICT CERTAIN USES AND AMEND THE ASSOCIATED ZONING USE CHART.

The Planning and Zoning Commission went into Executive Session at 6:43 P.M.

RECONVENE INTO OPEN SESSION

The Planning and Zoning Commission reconvened into open session at 7:19 P.M.

CONSENT

CROSSWINDS SUBDIVISION PHASE FIVE – FINAL PLAT (SUB-21-0200) 43.296 ACRES; 211 RESIDENTIAL LOTS, 2 DRAINAGE SIDEWALK, ACCESS AND PUBLIC UTILITY LOTS FOR PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CROSSWINDS PARKWAY AND GOFORTH ROAD.

OPAL RANCH SUBDIVISION – PRELIMINARY PLAN (SUB-21-0214) 17.18 ACRES; 64 RESIDENTIAL LOTS, 1 DETENTION LOT AND 5 PRIVATE OPEN SPACE AND DRAINAGE EASEMENT LOCATED AT 1001 S. SLEDGE STREET.

YARRINGTON INDUSTRIAL SUBDIVISION – FINAL PLAT (SUB-21-0219) 110.923 ACRES; 4 COMMERCIAL LOTS FOR PROPERTY LOCATED AT 24801 IH-35.

Commissioner Chase moved to approve the consent agenda. Commissioner Snidow seconds the motion. All votes aye. Motion carried.

ZONING

A REQUEST TO REZONE APPROXIMATELY 8.32 ACRES OF LAND FROM RETAIL SERVICE DISTRICT ‘RS’ TO MIXED-USE DEVELOPMENT ‘MXD’ FOR PROPERTY LOCATED AT KYLE MARKETPLACE SECTION 2 LOT A & 19.48 ACRES OF LAND FROM RETAIL SERVICE DISTRICT ‘RS’ TO MIXED USE DISTRICT ‘MXD’ FOR PROPERTY LOCATED AT KYLE MARKETPLACE SECTION 2, BLOCK F, IN HAYS COUNTY, TEXAS. (CSW KC II, LLC – Z-21-0089)

Chairman Guerra opened the public hearing at 7:20 P.M. and called for comments. There were no comments. Chairman Guerra closed the public hearing at 7:20 P.M.

Commissioner Chase moved to approve the request. Commissioner James seconds the motion. All votes aye. Motion carried.

A REQUEST TO REZONE APPROXIMATELY 5.13 ACRES OF LAND FROM ‘A’ AGRICULTURE TO ‘W’ WAREHOUSE DISTRICT FOR PROPERTY LOCATED AT 1351 BUNTON CREEK ROAD, IN HAYS COUNTY, TEXAS. (ABEL AND LINDA TENORIO – Z-21-0093)

Chairman Guerra opened the public hearing at 7:26 P.M. and called for comments. There were no comments. Chairman Guerra closed the public hearing at 7:26 P.M.

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

CONSIDER AND POSSIBLE ACTION

A REQUEST TO CONSTRUCT AN APPROXIMATELY 880 SQUARE FOOT FREE STANDING BUILDING WITH WALK UP AND DRIVE-THRU SERVICE LOCATED AT 20325 IH-35 WITHIN THE I-35 ZONING OVERLAY DISTRICT. (DUTCH BROS. COFFEE – CONDITIONAL USE PERMIT – CUP-21-0041)

Commissioner Snidow moved to approve the request. Commissioner James seconds the motion. All votes aye. Motion carried.

A REQUEST TO CONSTRUCT AN APPROXIMATELY 5.031 SQUARE FOOT FREE STANDING BUILDING AND SITE PLAN FOR PROPERTY LOCATED AT 2325 KOHLER’S CROSSING WITHIN THE I-35 ZONING OVERLAY DISTRICT. (MIDAS AUTOMOTIVE EXPERTS – CONDITIONAL USE PERMIT – CUP-21-0045)

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

A REQUEST TO CONSTRUCT AN APPROXIMATELY 43,803 SQUARE FOOT OFFICE/WAREHOUSE BUILDING AND SITE PLAN LOCATED AT 250 GATEWAY BLVD. WITHIN THE I-35 ZONING OVERLAY DISTRICT. (HAYS LOGISTICS – CONDITIONAL USE PERMIT – CUP-22-0048)

Commissioner James moved to approve the request. Commissioner Snidow seconds the motion. All votes aye. Motion carried.

A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE PURPOSE OF ALLOWING A HEIGHT INCREASE FOR FUTURE BUILDINGS LOCATED AT 24801 IH-35 (ORD. NO. 1161, SEC. 53-1047 (12)). (ALLIANCE INDUSTRIAL COMPANY – CUP-22-0046)

Chairman Guerra opened the public hearing at 7:42 P.M. and called for comments. There were no comments. Chairman Guerra closed the public hearing at 7:43 P.M.

Commissioner Chase moved to approve the request. Commissioner James seconds the motion. All votes aye. Motion carried.

AMENDMENT TO SECTION 53-1230 (ZONING) TO RESTRICT CERTAIN USES AND AMEND THE ASSOCIATED ZONING USE CHART.

Chairman Guerra opened the public hearing at 7:46 P.M. and called for comments. There were no comments. Chairman Guerra closed the public hearing at 7:46 P.M.

Chairman Guerra moved to restrict Self-storage. Commissioner Chase seconds the motion. All votes aye. Motion carried.

Commissioner Chase moved to approve the restriction of Car washes. Commissioner James seconds the motion. Commissioners Snidow, McCall, and Guerra votes nay. Commissioners James and Chase votes aye. Motion failed.

Commissioner Snidow moved to approve Brew pub in CBD-2. Commissioner James seconds the motion. All votes aye. Motion carried.

Commissioner Chase moved to deny Gas station restrictions. Commissioner James seconds the motion. Commissioners Chase, James, Guerra and Snidow vote aye. Vice-Chair McCall votes nay. Motion carried.

Commissioner James moved to approve bar without a restaurant in CBD-2. Commissioner Chase seconds the motion. Commissioners Snidow, McCall and Guerra vote nay. Commissioner James and Chase vote aye. Motion failed.

Chairman Guerra moved to deny restrictions for Car washes and Bar without restaurants. Commissioner Snidow, McCall, Guerra, and James vote aye. Commissioner Chase votes nay. Motion carried.

GENERAL DISCUSSION

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

Commissioner Snidow would like to look at incentives for condos. Commissioner James would like to see a market study for multi-family. Chairman Guerra stated he would like to have discussions regarding Hwy 21- RR 150.

STAFF REPORT

STAFF REPORT BY WILLIAM ATKINSON, CITY PLANNER.

- Comprehensive Plan notice in paper for February 9th
- Introduced Kaela Sharp, new city planner
- Update on legal non-conforming uses
- Joint session with City Council on February 22nd
- Community Development Director position open until filled

ADJOURN

With no further business to discuss, Commissioner Chase moved to adjourn. Chairman Guerra seconds the motion. All votes' aye. Motion carried.

The Planning and Zoning Commission regular called meeting adjourned at 8:40 P.M.

Prepared by: Debbie A. Guerra

Chairman Alex Guerra

REGULAR CALLED MEETING OF THE PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of the City of Kyle, Texas met in a special called meeting on February 22, 2022, at 6:30 P.M. with the following people present:

Chairman, Alex Guerra
Vice-Chair, Megan McCall
Commissioner, Patricia Snidow
Commissioner, Brandon James
Commissioner, Matt Chase
Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
Amber Lewis, Assistant City Manager
Grant Bowling, Video Production Specialist
Jennifer Holm, City Secretary
Senior City Planner, William Atkinson
Planning Technician, Debbie A. Guerra

CALL MEETING TO ORDER

Chairman Guerra called the meeting to order at 6:35 P.M.

ROLL CALL OF COMMISSION

Chairman Guerra called for a roll call. All present (Commissioner James attended virtually).

CITIZENS COMMENTS

Chairman Guerra opened the citizens comment period at 6:35 P.M. and called for comments on items not on the agenda or posted for public hearing. Evangelina Chapa addressed the Commission with her concerns with approving bars with the CBD-1 District. Chairman Guerra closed the citizens comment period at 6:38 P.M.

CONSENT

CROSSWINDS SUBDIVISION PHASE 3A – FINAL PLAT (SUB-20-0139) 70.028 ACRES; 280 SINGLE FAMILY LOTS, 4 DRAINAGE, SIDEWALKS, ACCESS AND PUBLIC UTILTIY LOTS, AND 1 PARK LOT FOR PROPERTY LOCATED OFF WINDY HILL ROAD AND CROSSWINDS PARKWAY.

Commissioner Chase moved to approve the consent agenda. Commissioner Snidow seconds the motion. All votes aye. Motion carried.

GENERAL DISCUSSION

DISCUSSION REGARDING BUILDING REQUIREMENTS FOR MANUFACTURED HOMES. ~ COMMISSION SNIDOW

Discussion only.

CONSIDER AND POSSIBLE ACTION

CONSIDER A REQUEST BY JEFFERY HOWARD LLP, TO REZONE APPROXIMATELY 259 ACRES OF LAND FROM AGRICULTURE 'A' TO PLANNED UNIT DEVELOPMENT 'PUD' FOR PROPERTY LOCATED AT 5260 HILLSIDE TERRACE, IN HAYS COUNTY, TEXAS. (HILLSIDE TERRACE – ZONING (Z-21-0090)

Commissioner Chase left the dais at 6:55 pm due to a conflict of interest. No quorum, item will return to the March 8th regular meeting. Commissioner Chase returned at 6:57 pm

CONSIDER A REQUEST BY RICK MARTINDALE OF LANGAN ENGINEERING FIRM, TO REMOVE TWO SPECIMEN TREES FOR THE OPAL POINT MULTI-FAMILY SITE LOCATED AT 141 OPAL LANE.

Commissioner Chase moved to approve the removal of two trees and the developer shall pay \$18,600.00 to the tree fund. Commissioner James seconds the motion. All votes aye. Motion carried.

COUNCIL AND PLANNING AND ZONING COMMISSION JOINT MEETING ITEM REGARDING ROLES, GOALS, AND VISION FOR 2022.

Mayor Mitchell brought forward Item No. 1 for discussion and gave the floor to Mr. Sellers. Discussion ensued between the Council and Planning and Zoning Commission regarding the plans for a new Comprehensive Plan. Mayor Pro Tem Rizo talked about the will to seek community input and the right company to create a comp plan. Mayor Mitchell asked what level of involvement Planning & Zoning wanted to participate in the comp plan. Council Member Ellison stated the Council would not have a task force. Ms. Lewis mentioned that the RFQ is due March 10th.

Council Member Flores-Cale stated the Comp Plan will be the city for years to come.

Commissioner James asked how the council would like feedback presented. Mayor Pro Tem Rizo said he would like feedback in the form of an email. Council Member Ellison said he would like to see streamlines through Mr. Sellers and feels it would be more formal so they can all be on the same page. Council Member Flores-Cale is concerned that they may lose the personal communication. Mayor Mitchell said they could bring a recommendation to the city council. Mr. Sellers talked about Planning and Zoning being very instrumental in the comp plan and said staff would be with them every step of the way to help the Planning and Zoning Commission and Council to help.

Mayor stated he'd like to hear from city council on things to go into the comp plan. Mayor Mitchell said that city council will pick the vendor. Mayor Pro Tem Rizo would like feedback

periodically. Council Member Tobias requested updates while Planning & Zoning Commission is going through the process.

Commissioner Chase would like the city council to be involved in process and receive feedback from the city council.

Commissioner James said all of us are citizens and would like to know what the city council views are. Mayor Mitchell talked about it working better to receive feedback from the Planning & Zoning Commission. Matt would like feedback, if no, then Commissioner James said he liked the idea of charettes. Council Member Ellison said he would like to have the chair give a brief update to the city council once a month and get feedback from the city council.

Discussion moved into the Downtown Master Plan. Mr. Sellers affirmed the Consultant BGK Architects had already been hired.

Mayor Mitchell clarified that the downtown masterplan is attached to the comp plan. Council Member Ellison said P&Z will be working with two firms and mentioned the comp plan and downtown masterplan. Mayor Pro Tem Rizo spoke of reenergizing this part of the city for families. Council Member Tobias talked about the square being a big success.

Mayor Mitchell talked about the downtown plan and the master transportation plan and said the comprehensive plan was the guiding document and it is also spelled out in the charter for P&Z to address. Mayor Mitchell said that the vendor should present to Planning & Zoning Commission first and then to the city council. Council Member Tobias left at 7:50 p.m. and returned 7:52 p.m.

Discussion moved on to Architectural Standards. Commissioner James talked about the Streetscape providing continuity. Matt ditto, interested in architectural standards... Mayor Mitchell talked about elevating standards by Special districts and overlays. Strengthen code. Mayor Pro Tem Rizo, said each Vybe district will be unique.

Discussion moved on to Minimum Number of Stories for Commercial Buildings. Mr. Sellers discussed coming up with a plan to see number of stories, and setbacks. And can be part of overlays.

Discussion moved on to Open Space Requirements for Commercial Projects Recent vision workshop in Frisco – mixed use development had open spaces or pocket parks. Rizo carbon footprint to keep people in areas. Pattie – create productive green spaces.

Discussion moved on to Remove Hardiplank from Masonry Standards. Mr. Sellers talked about elevation of quality and standards. Commissioner Chase talked about Hardiplank helping with cost and stucco not doing well in Texas. Mr. Sellers discussed various building material options and concerns. Mayor Mitchell said 90% developed residentially is Hardiplank low entry. The cost and quality of various material, price point, and affordability debated. Commissioner Snidow would like to see townhomes and condos. Council member Flores-Cale said she was concerned with putting limitations on opportunities. Mayor Mitchell said there needed to be some combination and consider other factors.

Discussion moved to Food Truck Ordinance. Mayor Pro Tem Rizo said he would like to incorporate food trucks through-out the city.

Discussion moved on to Downtown bathrooms in Mary Kyle Hartson Park. Will Atkinson asked if it would it be appropriate to open the Krug building for public bathrooms. Mayor Pro Tem

Rizo said he is worried about opening the building. Commissioner Snidow talked about the business improvement district. Mr. Sellers said the business district could be taxed to provide services to downtown. Mr. Sellers spoke to the council and commissioners about the necessity to provide restrooms and handwashing stations and the various options of providing services.

Discussion moved on to the Rail District. Work with rail district.

Discussion moved on to Require types of restaurants/retail in PUD (and restrict uses). The importance of service nodes discussed.

Mayor Mitchell talked about two action items.

1. RFQ process - staff will bring recommendation to Council and P&Z will take the lead with public engagement (walking hand in hand with the consultant).
2. Downtown master plan – Consultant will provide an update to P&Z mid-term and P&Z will give update to Council.

Mayor Mitchell mentioned that an action item, P&Z will be the meeting type for all charrettes and public outreach events. Mayor Mitchell said Council would be involved but what meeting would be called would be P&Z. He also spoke of the Downtown Master Plan and zoning.

The Council and Commissioners collectively discussed recommendations and how those would be presented moving forward. Planning and Zoning are to meet and possibly schedule a workshop between Council and P&Z if needed. It was recommended that the Chair provide updates to Council for feedback. The consensus was the council and P&Z Commission collectively agreed with the processes to follow and with clear direction.

Council Member Ellison mentioned the Duties and Powers of Planning and Zoning outlined in Section 2.73 of the City Charter.

Mayor Mitchell mentioned the American Planning Association Conference and talked about the desire to see involvement with professional development and the benefits thereof.

ADJOURN

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

With no further business to discuss, the Planning and Zoning / City Council adjourned at 9:22 p.m.

Prepared by: Debbie A. Guerra

Chairman Alex Guerra



CITY OF KYLE, TEXAS

Citizen Comment Information

Meeting Date: 3/8/2022

Date time: 6:30 PM

Subject/Recommendation: Citizen Comment Period. The Planning and Zoning Commission welcomes comments from Citizens early in the agenda of regular meetings. Speakers are 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.

Other Information: N/A

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session

Meeting Date: 3/8/2022

Date time: 6:30 PM

Subject/Recommendation: Executive Session pursuant to Texas Local Government Code section 551.071
Consultation with Attorney regarding procedural matters related to:

- Consider a request to renovate an approximately 3,200 square foot Conoco convenience store with associated fuel canopy and dumpster enclosure for property located at 1203 N. Old Hwy 81 within the I-35 overlay district. (Conoco - Conditional Use Permit - CUP-22-0050)
- Consider a request by Stephen Buffum, P.E. of Costello Inc. to rezone approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097)
- Consider a request by Jeffrey Howard of McLean & Howard LLP, to rezone approximately 259 acres of land from Agriculture 'A' to Planned Unit Development 'PUD' for property located at 5260 Hillside Terrace, in Hays County, Texas. (Hillside Terrace - Zoning - Z-21-0090)

Other Information: N/A

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene into open session.

Meeting Date: 3/8/2022

Date time: 6:30 PM

Subject/Recommendation: Reconvene into open session.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Conoco - Conditional Use Permit (CUP-22-0050)

Meeting Date: 3/8/2022
Date time: 6:30 PM

Subject/Recommendation: Consider a request to renovate an approximately 3,200 square foot Conoco convenience store with associated fuel canopy and dumpster enclosure for property located at 1203 N. Old Hwy 81 within the I-35 overlay district (Conoco - Conditional Use Permit - CUP-22-0050)

Other Information: Please see attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Store & Fuel Canopy Proposed Elevations
- ☐ Dumpster Enclosure Proposed Elevations
- ☐ Deed
- ☐ Landowner Affidavit
- ☐ Economic Development Incentive



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Planning & Zoning Commission

FROM: Will Atkinson – Senior Planner

DATE: Tuesday, March 8, 2022

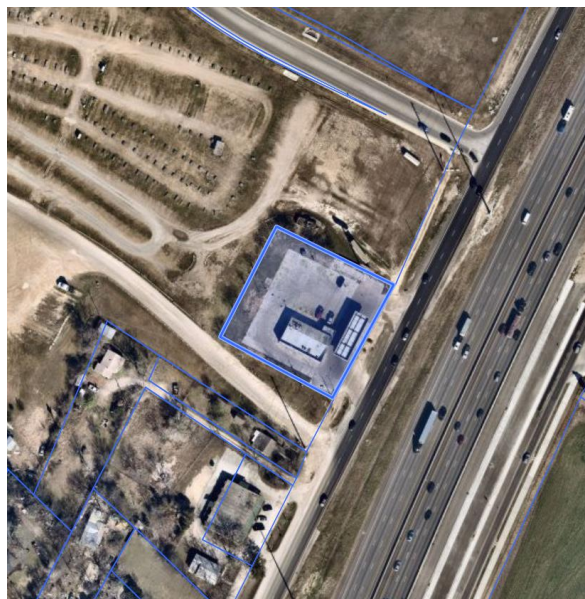
SUBJECT: Conoco (CUP-22-0050)

REQUEST

The applicant seeks to renovate an approximately 3,200 square foot Conoco convenience store with associated fuel canopy and dumpster enclosure. This is an existing development that the owner intends to bring the facades into compliance with the I-35 Overlay. The convenience store will have a 4-foot-high band of a mix of rock and stucco around the entire structure (simulated stone stucco), with the remainder of the façade being stucco with appropriate architectural details. The fuel canopy pillars will match the store and the dumpster enclosure will use the same color of stucco as the store.

LOCATION

The property is located at 1203 N. Old Highway 81, Kyle, TX 78640, approximately 200' south of the intersection of IH-35 and Marketplace Avenue.



OVERLAY DISTRICT

The I-35 overlay district. The Interstate Highway 35 corridor conditional use overlay district (the I-35 overlay district) extends from the northernmost city limit boundary at I-35 to the southernmost city limit boundary at I-35, and includes all real property within 1,500 feet of the outer most edge of the highway right-of-way of I-35. Sec. 53-899 is the code section staff uses to review for aesthetic compliance.

TEXT OF THE ZONING ORDINANCE

Sec. 53-896. - Standards for review.

- (a) The planning and zoning commission shall determine whether the application and project is consistent and compliant with the terms and intent of this division, this chapter, chapter 32, article II, pertaining to the site development plan, and all other codes and ordinances of the city. The planning and zoning commission will determine if the proposed use, occupancy and structure will promote, preserve, and enhance, and will not damage or detract from the distinctive character of the community; will preserve and protect property values and taxable values; will not be detrimental or inconsistent with neighboring uses and occupancies; will not be detrimental to the general interests of the citizens; and will not be detrimental to the public health, safety and welfare. In conducting its review, the planning and zoning commission shall make examination of and give consideration to the traffic flow, development density, neighboring historical designs, neighboring uses, and elements of the application, including, but not limited to:
- (1) Height, which shall conform to the requirements of this chapter;
 - (2) Building mass, which shall include the relationship of the building width to its height and depth, and its relationship to the visual perception;
 - (3) Exterior detail and relationships, which shall include all projecting and receding elements of the exterior, including, but not limited to, porches and overhangs and the horizontal or vertical expression which is conveyed by these elements;
 - (4) Roof shape, which shall include type, form, and materials;
 - (5) Materials, texture, and color, which shall include a consideration of material compatibility among various elements of the structure;
 - (6) Compatibility of design and materials, which shall include the appropriateness of the use of exterior design details;
 - (7) Landscape design and plantings, which shall include lighting and the use of landscape details to highlight architectural features or screen or soften undesirable views;
 - (8) Vehicular and pedestrian access, which shall include location, width, and type of surface for all points of ingress and egress;

- (9) Signage, which shall include, in addition to the requirements chapter 29, pertaining to signs, the appropriateness of signage to the building in relation location, historical significance of the structure and neighboring structures, traffic visibility; obstruction of views from neighboring property;
- (b) The planning and zoning commission may request from the applicant such additional information, sketches, and data as it shall reasonably require. It may call upon experts and specialists for testimony and opinion regarding matters under examination. It may recommend to the applicant changes in the plans it considers desirable and may accept a voluntary amendment to the application to include or reflect such changes. The planning and zoning commission shall keep a record of its proceedings and shall attach to the application copies of information, sketches, and data needed to clearly describe any amendment to the application.
- (c) If the conditional use permit is granted by the planning and zoning commission, the applicant shall be required to obtain a building permit and/or a development permit, if required, provided all other requirements for a building permit and/or a development permit are met. The building permit and/or a development proposal as approved shall be valid from one year from the date of approval. The planning and zoning commission may grant an extension of the one-year limitation if sufficient documentation can be provided to warrant such an extension.

STAFF ANALYSIS

The existing Conoco convenience store and fuel canopy is constructed of CMU (Concrete Masonry Units) and painted red & white metal flashing around the top of the building. The fuel canopy matches the red & white color scheme and the columns holding up the canopy are metal painted white.



The site itself is not going to be upgraded, nor is it required to be per code. Only the buildings will be updated per the I-35 Overlay District.

Staff has reviewed the request and has made the following findings:

1. The proposed building exceeds the intent and requirements of the Retail Services zoning standards for the buildings & structures
2. The architecture style of the building meets the intent in the I-35 Overlay;
3. The architecture style of the buildings do not meet the requirements of the I-35 Overlay (amount of stucco used).
 - The proposed design likely exceeds the expected amount of stucco to be used per Sec. 53-899(j)(1).
 - “Stucco/plaster/synthetic stucco to be used in detail applications only.”
 - Sec. 53-899(j)(1) does not require a minimum or maximum percentage of stucco.
 - Sec. 53-899(j)(1) does not define “detail application only”.
4. Materials types and specific colors are available on the elevation sheet;
5. The overall design aesthetic and color palette does match the current ideals within the I-35 Overlay standard for the preferable appearance of the Kyle I-35 corridor.
6. City Council approved a First Year On Us incentive. The improvements/façade materials included in the incentive package match the submittal for the Conditional Use Permit.

The building meets the requirements for a minimum of 90% four-sided masonry and meets the intent of the I-35 Overlay and the expectations of City Council through the First Year On Us incentive.

RECOMMENDATION

Staff has reviewed the color elevations for compliance with the Sec. 53-899 (I-35 Overlay design standards), and the plans are largely compliant. Staff recommends approval of the conditional use permit (CUP-23-0050).

ATTACHMENTS

1. Exterior Elevations Submitted
2. Existing Exterior Images
3. Deed
4. Landowner Authorization Letter

5. First Year On Us Incentive



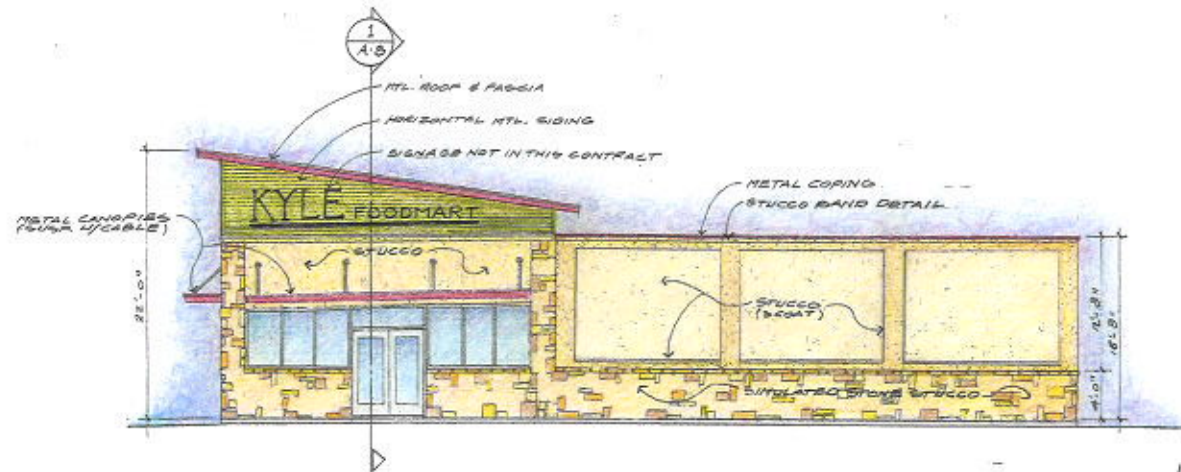
△-ADDENDUM #1 2-21-22



Sheet:
A-1
of 3

Designed by:
HDZ Design – Build, LLC (512) 442-750
174 S. Guadalupe St. Ste. #104 San Marcos, Tx. 78666

Designed for:
Conoco Station – Kyle
1203 N. Hwy 81 (IH-35) Kyle, Tx. 78640



1 Entry Exterior Elevation
Scale: 1/8" = 1'-0"



Designed for:
Conoco Station - Kyle
1203 N. Hwy 81 (IH-35) Kyle, Tx. 78640

Designed by:
HDZ Design - Build, LLC (512) 214-4750
174 S. Guadalupe St. Ste. #104 San Marcos, Tx. 78666

Sheet:
A-4
of 9



1

Street-View Exterior Elevation

Scale: 1/8" = 1'-0"



Designed for:

Conoco Station - Kyle

1203 N. Hwy 81 (IH-35) Kyle, Tx. 78640

Designed by:

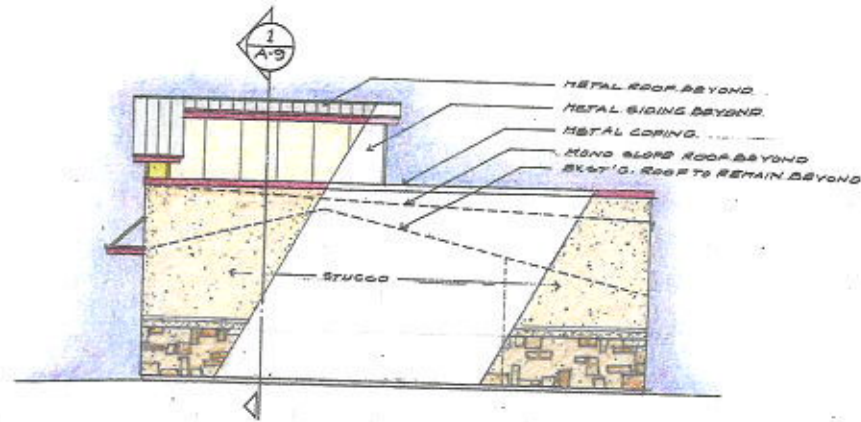
HDZ Design - Build, LLC (512) 214-4750

174 S. Guadalupe St. Ste. #104 San Marcos, Tx. 78666

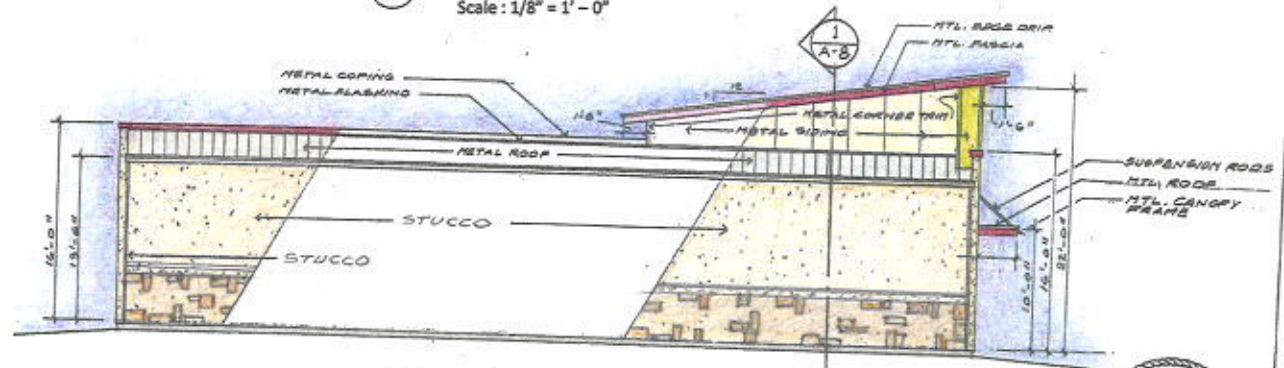
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A-5

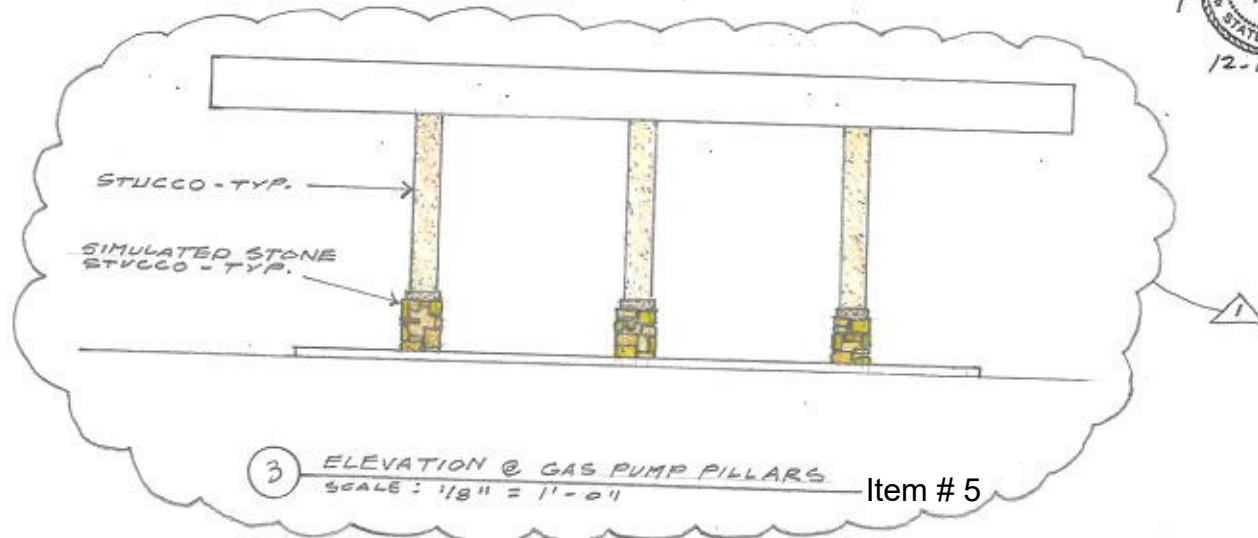
of 9



2 Right Side Elevation
Scale: 1/8" = 1' - 0"



1 Rear Elevation
Scale: 1/8" = 1' - 0"



3 ELEVATION @ GAS PUMP PILLARS
Scale: 1/8" = 1' - 0"

Item # 5

Designed for:
Concho Station - Kyle
1203 N. Hwy 81 (IH-35) Kyle, Tx. 78640

Designed by:
HDZ Design - Build, LLC (512) 214-4750
174 S. Guadalupe St. Ste. #104 San Marcos, Tx. 78666



Sheet:
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of 3

Recorded By: *623*
Texas National Title

Warranty Deed with Vendor's Lien

36T-139530 KChan

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.

Date: March 7, 2021

Grantor: Mary Carroll Ritter

Grantor's Mailing Address:

2802 Pecos St.
Austin TX 78703

Grantee: Lamyaco, LLC, a Texas limited liability company

Grantee's Mailing Address:

1608 Nandi St.
Manchaca TX 78652

Consideration: Cash and a note of even date executed by Grantee and payable to the order of First United Bank & Trust Company (hereinafter "Lender") in the principal amount of Eight Hundred Ninety-Five Thousand Four Hundred Fifty-Two and No/100 DOLLARS (\$895,452.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed for the benefit of said Lender and the same are hereby transferred and assigned to said Lender and by a first-lien deed of trust of even date from Grantee to Greg Massey, trustee.

Property (including any improvements):

0.9166 acres, more or less, out of the Z. Hinton Survey in Hays County, Texas, Being all of a called 0.92 acre tract of land conveyed in a deed of record in Volume 633, Page 126, Deed Records, Hays County, Texas. Said 0.9166 acres being more particularly described in Exhibit "A-1", attached hereto and made a part hereof.

Reservations from Conveyance: Reservations, Easements and Restrictions of record.

Exceptions to Conveyance and Warranty: None

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

36-T-139530/KC

Recorded By Texas National Title

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

Mary C Ritter
Mary Carroll Ritter

STATE OF TEXAS)
COUNTY OF Tarrant)

This instrument was acknowledged before me on March 9, 2021, by Mary Carroll Ritter.



[Signature]
Notary Public, State of Texas

Return to:
Lamyaco
1608 Wandi St.
Manchaca, TX 78652

EXHIBIT "A-1"

FIELD NOTES

FIELD NOTES FOR 0.9166 ACRES OR 39,931 SQ. FT. OUT OF THE Z. HINTON SURVEY IN HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 0.92 ACRE TRACT OF LAND CONVEYED TO JACK FRANCIS RITTER, JR. BY DEED RECORDED IN VOL. 633, PG. 126, DEED RECORDS, HAYS COUNTY, TEXAS. SAID 0.91667 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found on the West R.O.W. of Interstate Highway 35, being on the East line of a 18.5755 acre tract conveyed to James Mattox, et al in Doc. No. 18005128 Official Records of Hays County, Texas for the Northeast corner of this tract and the POINT OF BEGINNING

THENCE S25°10'11"W with the West R.O.W. of Interstate Highway 35, a distance of 199.74 feet to a 1" iron pipe found being on the East line of said 18.5755 acre tract for the Southeast corner of this tract.

THENCE with the common line of said 18.5755 acre tract and this tract the following three (3) courses:

- 1) N64°25'02"W, a distance of 199.92 feet to a 1/2" iron pin set for the Southwest corner of this tract.
- 2) N25°10'11"E, a distance of 199.74 feet to a 1" iron pipe found for the Northwest corner of this tract
- 3) S64°25'02"E, a distance of 199.92 feet to the POINT OF BEGINNING and containing 39,931 square feet or 0.9166 acres, more or less.

BEARING BASIS IS TEXAS STATE PLANE COORDINATES (NAD83), TEXAS CENTRAL ZONE (4203)

I hereby certify that the foregoing field notes were prepared partially from a survey on the ground under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal Jan. 13, 2021

Herman Crichton, R.P.L.S. 4046
20_215



Affidavit of Ownership

State of Texas
County of Hays

I Feras Abuhweij, member of Lamyaco, LLC, residing at 1608 Nandi Street, Manchaca, Texas 78652, being of legal age, depose and say that:

Description Property

I am presently the owner of real property situated at 1203 N old highway 81, Kyle, Texas 78640 and legally described as:0.9166 tract

Ownership

I acquired ownership of the above property by deed dated March 09, 2021, recorded in the HAYS County Clerk's Office on March 10, 2021, in Book 633 of Deeds at Page 126.

Possession

I personally took possession of the property from the date of purchase and I have remained in continuous open, peaceful and notorious possession of the Property since that date.

I have no knowledge of any facts which would indicate that my title or possession of the subjectreal property would be called into question or dispute.

To my knowledge, my title to the subject premises has never been disputed, rejected or questioned.

Lien and Encumbrances

No claim or action has been brought to my attention which questions my title or right to possession of the property and, to my knowledge, no actions are pending against me in any court.

There are no judgments against me which are unpaid in any court of Texas or of the U.S., and the subject premises are free from all liens and encumbrances.

No proceedings in bankruptcy have been brought by or against me in any court, nor have I made an assignment for the benefit of creditors, nor have I made any other type of creditor arrangements.

Purpose

This affidavit is being made As proof for the City of Kyle planning and permit office that I am the

rightful owner of the property described in this affidavit.

Oath or Affirmation

I certify under penalty of perjury under Texas law that I know the contents of this Affidavit signed by me and that the statements are true and correct.



Feras Abuhweij, member of Lamyaco, LLC

January 27, 2022

STATE OF TEXAS, COUNTY OF HAYS, ss:

This Affidavit was acknowledged before me on this 27 day of January, 2022 by Feras Abuhweij, member of Lamyaco, LLC, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.





Notary Public

Notary

Title (and Rank)

My commission expires 11-7-2027

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT:
CITY OF KYLE "FIRST YEAR ON US" ECONOMIC INCENTIVE PROGRAM–
Lamyaco, LLC**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT: CITY OF KYLE "FIRST YEAR ON US" PROGRAM – Feras Abuhweij** (the "*Agreement*") is entered into to be effective as of the 16th day of November, 2021 (the "*Effective Date*"), by and between the City of Kyle, Texas (the "*City*"), a Texas home rule municipal corporation and Lamyaco, an LLC (the "*Owner*"). The City and the Owner are collectively referred to herein as the "*Parties*".

RECITALS

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City established the First Year On Us economic development incentive program (the "*Program*") to encourage the location and expansion of businesses and to stimulate commercial activity on commercially zoned properties within the City; and

WHEREAS, the Owner applied for an economic development incentive reimbursement under the Program for improvements made to that certain property located at 1203 N. Old Highway 81, City of Kyle, Hays County, Texas (the "*Property*"), for the purpose of managing a convenience store; and

WHEREAS, the Property is located in the Retail Services zoning district and is not located in a tax increment reinvestment zone or in the developments of The Village at Kyle (SCC KP) or Hays Commerce Center (HPI); and

WHEREAS, the Owner is not receiving any other economic development incentives from the City; and

WHEREAS, the Owner owns the Property;

WHEREAS, the Owner is not delinquent in any taxes or fees owed to the City; and

WHEREAS, the renovation of the Building, the improvement of the Property, and the operation of the Business on the Property will promote economic development of the City, encourage businesses to locate and expand in the City, and increase opportunities for increased property tax, sales tax, and employment; and

WHEREAS, the City and the Owner desire to set forth the terms and conditions under which an economic incentive under the Program will be provided to the Owner; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters

hereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Owner's Obligations. (a) The Owner shall construct and install permanent capital improvements on the Property, that result in an increase in property tax value; as provided in Section 1(b) consisting of the following (the "**Improvements**"): improvements to the exterior of the building (see attached renderings). The Improvements shall be constructed in accordance with the approved permits and construction plans, and all applicable City rules, ordinances, and regulations. The Owner shall complete the Improvements and obtain a certificate of occupancy within 12 months months of the Effective Date. The Owner will notify the City within seven (7) business days of any delays that will cause the Improvements to be completed after the deadline set forth in this Section 1(a).

(b) The Owner will add \$266,000 of improvements to the Property.

(c) The Owner will begin leasing the Property within thirty (30) days of the issuance of the certificate of occupancy.

(d) The Owner shall not be delinquent in any taxes or fees owed to the City.

(e) The Owner shall lease the property and be operational with a tenant.

(f) The Owner covenants and certifies that the Owner does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code, as amended. In accordance with Section 2264.052 of the Texas Government Code, if the Owner is convicted of a violation under 8 U.S.D. Section 132(a)(f), the Owner shall repay to the City the full amount of the Reimbursement made under Section 2 of this Agreement. Repayment shall be paid within 120 days after the date following such conviction that the Owner receives notice of violation from the City as provided by 2264.101(c) of the Texas Government Code, the Owner shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the Owner or by a person with whom the Owner contracts.

Section 2. Economic Incentive. (a) Subject to the terms and conditions contained in this Agreement and subject to the Owner's compliance with this Agreement, the City shall pay the Owner a Chapter 380 Reimbursement equal to the amount of increase Added Taxable Value up to \$5,000 (the "**Reimbursement**"). The reimbursement (incentive payment) shall be paid in the tax year following the tax year in which a certificate of occupancy is issued for the Improvements; provided that (1) a minimum of \$5,000 in Added Taxable Value has been added to the Property; (2) Owner is in compliance with Section 1; (3) the Owner has certified in writing on the form provided by the City that the Owner is in compliance with the terms and conditions of this Agreement; and (4) the owner has provided the city the following documents for reimbursement:

- (i) A comprehensive list of ALL permit and fees, copies and all paid permits and fees, detailed description of improvements with itemized costs and paid receipts for completed improvements; and
- (ii) The Hays County tax assessment records for the year you are applying for as well

- as the previous year to verify that cost of improvements equals an increase in appraised taxable value for the City of Kyle; and
- (iii) Proof taxes have been paid for the year applying; and
 - (iv) Any other information reasonably required by the City to confirm compliance with this Agreement.

(b) “**Added Taxable Value**” is defined as the taxable value of the Eligible Property, as appraised by the Hays County Appraisal District, above the Base Year Value. The “**Base Year Value**” is defined as the taxable value of the Property as appraised by the Hays County Appraisal District for the tax year 2021. The “**Eligible Property**” is defined as the Property and all Real Property Improvements located at the Property. The “**Real Property Improvements**” as defined as improvements to the Property and shall include the Improvements and other structures of fixtures erected or affixed to land that are necessary and suitable for the operation of the Business on the Property, that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.

Section 3. Return of Reimbursement Funds. The Owner shall repay the Reimbursement to the City within thirty (30) days of the City’s written demand for repayment of the Reimbursement if Owner falsely certifies that it has met the performance criteria for a particular tax year in its annual certification and reports submitted to the City under Section V.

Section 4. Further Action. The City and the Owner will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

Section 5. Representations and Authority. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or management agreement of the Owner.

Section 6. Personal Liability of Public Officials. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Reimbursement made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 7. Information. The Owner shall, at such times and in such form as City may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the City.

Section 8. Indemnification. OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY

AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO OWNER'S ACTIONS ON THE PROJECT OR THE UTILITY EXTENSION PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO OWNER OR OWNER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF OWNER OR OWNER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY OWNER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. OWNER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

Section 9. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of mandamus, injunction, or specific performance or any other legal or equitable relief to which the non-defaulting Party may be entitled. All remedies will be cumulative and the pursuit of one (1) authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 10. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 11. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Reimbursement made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under

no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 12. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 13. Attorneys' Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 14. Force Majeure.

- (a) The term "Force Majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 15. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 16. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, or by reputable overnight carrier, and shall be

deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

Owner:

Feras Abuhweij
1608 Nandi St.
Manchaca, TX 78652

City:

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

Section 17. Miscellaneous.

- (a) Entire Agreement. This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.
- (b) Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.
- (c) Successors and Assigns. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement is not assignable without the prior written permission of the other parties thereto.
- (d) Applicable Law. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, without regard to its conflicts of laws, and venue shall lie in State courts located in Hays County, Texas.
- (e) Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- (f) No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the City and the other parties, or between the Bank and the other parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- (g) Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.
- (h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.
- (i) Anti-Boycott Verification. To the extent this Amendment and the Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law: (i) the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (w) boycotts Israel or (x) will boycott Israel through the term of this Agreement; and (i) the Bank represents that neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (y) boycotts Israel or (z) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- (j) Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment or the Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law: (i) the Owner represents that the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code; and (ii) the Bank represents that the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

EXECUTED to be effective as of the Effective Date.

[Form for Applicants who are Property Owner's Only]

CITY OF KYLE



Scott Sellers, City Manager

ATTEST:



Jennifer Holm, City Secretary

Owner:

Signature: 

Name: Feras Abuhweij
Title: Managing member, Lamyaco, llc



CITY OF KYLE, TEXAS

Blanco River Ranch Properties, LP - Zoning (Z-22-0097)

Meeting Date: 3/8/2022

Date time: 6:30 PM

Subject/Recommendation: Consider and possible action on a recommendation to the City Council regarding a request by Stephen Buffum, P.E. of Costello Inc. to rezone approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097)

- Public Hearing
- Recommendation to City Council

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Zoning Application/Request
- ☐ Survey
- ☐ Deed
- ☐ Landowner Authorization Form

APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Blanco River Ranch Properties, LP

(Name of Owner)

02/07/2022

(Submittal Date)

INSTRUCTIONS:

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

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

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

- ☒ 1. Completed application form with owner's original signature.
- ☒ 2. Letter explaining the reason for the request.
- ☒ 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.

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

Total Fee: \$1,474.26

- ☒ 4. A map or plat showing the area being proposed for rezoning.
- ☒ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- ☒ 6. Certified Tax certificates: County ☒ School ___ City ___
- ☒ 7. Copy of Deed showing current ownership.

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

1. Zoning Request:

Current Zoning Classification: N/A (E.T.J.)

Proposed Zoning Classification: R-1-1

Proposed Use of the Property: Single-Family Residential

Acreage/Sq. Ft. of Zoning Change: 201.377

2. Address and Legal Description:

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

Street Address: East of FM 150 and off Six Creeks Blvd, Kyle, TX 78640

Subdivision Name/Lot & Block Nos.: Tract One, Two, and Three of Blanco River
Ranch Properties

Property Recording Information: ☒ Hays County

Volume/Cabinet No. 5230

Page/Slide No. 583

3. Ownership Information:

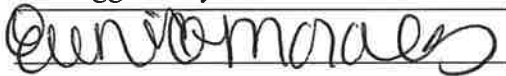
Name of Property Owner(s): Blanco River Ranch Properties, LP

Managing Partner: Gregg T. Reyes

Certified Public Notary:

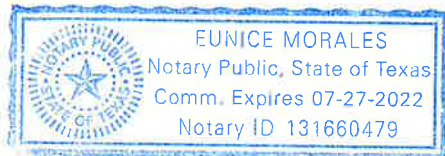
This document was acknowledged before me on the 4th day of February, 2022, by

Gregg T. Reyes (Owner(s)).



Notary Public State of Texas

(Seal)



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

Address of Owner: 1901 Hollister

Houston, Texas 77080

Phone Number: 713-957-4003

Fax Number: 713-681-0077

Email Number: greyes@reytec.net

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

Signed: 

Date: February 4, 2022

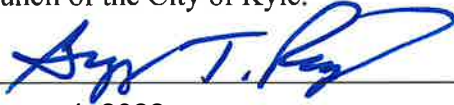
4. Agent Information:

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

Agent's Name: Steven Buffum
Agent's Address: 9050 N. Capital of TX Hwy, Bldg. 3, Suite 390
Austin, TX 78759
Agent's Phone Number: (512) 646-3463
Agent's Fax Number: n/a
Agent's Mobile Number: n/a
Agent's Email Number: sbuffum@costelloinc.com

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

Owner's Signature:



Date:

February 4, 2022

*Do Not Write Below This Line
Staff Will Complete*

Tax Certificates: ☐ County ☐ School ☐ City

Certified List of Property Owners Within 200' ☐

All Fees Paid: ☐ Filing/Application ☐ Mail Out Costs

Attached Map of Subject Property ☐

Accepted for Processing By: _____ Date: _____

Date of Public Notification in Newspaper: _____

Date of Public Hearing Before Planning and Zoning Commission: _____

Date of Public Hearing Before City Council: _____

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



Instrument Number: 2015-15016756

Recorded On: June 03, 2015

As
OPR RECORDINGS

Parties: TEXAS STATE OF

Billable Pages: 20

To BLANCO RIVER RANCH PROPERTIES LP

Number of Pages: 21

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS	102.00
Total Recording:	102.00

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

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

File Information:

Document Number: 2015-15016756
Receipt Number: 398953
Recorded Date/Time: June 03, 2015 10:58:10A
Book-Vol/Pg: BK-OPR VL-5230 PG-583
User / Station: C Rodriguez - Cashiering #6

Record and Return To:

HERITAGE TITLE
401 CONGRESS AVE STE 1500
AUSTIN TX 78701



State of Texas |
County of Hays

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

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

Item # 6

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 RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

DEED WITHOUT WARRANTY

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

That the **STATE OF TEXAS** for the use and benefit of the Permanent School Fund, by and through **GEORGE P. BUSH, COMMISSIONER OF THE GENERAL LAND OFFICE** ("Grantor"), by virtue of the authority vested by Texas Natural Resources Code § 51.012, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the following reservations and exceptions, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **Blanco River Ranch Properties, LP**, a Texas limited partnership ("Grantee"), whose mailing address is 1221 Lamar Street, 16th Floor, Houston, Texas, 77010-3039, the following described tracts of land (collectively "Property"):

Tract I: Being a tract of land containing 1,971.29 acres (85,869,500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67 acre tract as conveyed unto A. W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251 acre tract as conveyed unto A. W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29 acre tract being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein for all purposes, together with all improvements located thereon and all rights, titles, and interests appurtenant thereto, ("Tract I").

Tract II: Being a 195.14 acre tract situated in the Samuel Pharass ¼ League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided ½ interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays County; said 195.14 acre tract being more particularly described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein for all purposes, together with all improvements located thereon and all rights, titles, and interests appurtenant thereto ("Tract II").

This conveyance is made subject to all covenants, conditions, reservations, restrictions, rights of way, easements and leases, if any, that are valid, in existence, and of record, or are apparent by visual inspection.

Grantor expressly reserves all oil, gas, coal, lignite, sulphur, salt, potash, uranium, thorium, and all other minerals in and under the Property wherever located and by whatever method recovered, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, exploration and development, if any.

Grantor further reserves and retains all rights to groundwater and groundwater leasing, except Grantee shall have the right to use groundwater for household and domestic purposes related to development of the Property. Grantor waives the right to use the surface of the Property for such purposes, with the understanding that the development of the reserved groundwater and groundwater development rights will occur off the Property. Grantee, its successors and assigns, covenant and agree not to use any groundwater underlying the Property for commercial or industrial purposes.

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

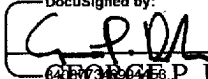
GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ANY IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE GENERAL LAND OFFICE, THE SCHOOL LAND BOARD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

BY CLOSING THIS TRANSACTION, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH

THE PROPERTY IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS", IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR IN PURCHASING THE PROPERTY FROM GRANTOR, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

Witness my hand and seal of office effective this the day 12 of June 2015.

The STATE OF TEXAS for the use and benefit of the Permanent School Fund.


By: ^{DocuSigned by:}

GEORGE P. BUSH, COMMISSIONER,
TEXAS GENERAL LAND OFFICE,
CHAIRMAN, SCHOOL LAND BOARD



Approved:

Contents: _____

Legal: ^{DS}


Director: ^{DS}


Gen. Counsel: ^{DS}


Executive: ^{DS}


NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006, COMBINED WITH GOVERNMENT CODE § 2051.001, AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE SIGNATURE OF THE COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE.

AFTER RECORDING PLEASE RETURN TO:

Gregg Reyes
1221 Lamar Street, 16th Floor
Houston, Texas, 77010-3039

Exhibit "A-1"

Metes and Bounds Description for Tract I

Page 1 of 8

DESCRIPTION OF A TRACT OF LAND CONTAINING 1971.29 ACRES (85,869,500 SQUARE FEET) SITUATED IN THE CALEB W. BAKER SURVEY, A-31, SEABORN BERRY SURVEY A-32, JOHN COOPER SURVEY, A-99, WILLIAM DUNBAR SURVEY, A-156, THOS. C. SNAILUM SURVEY, A-409 AND THE SAMUEL PHARASS SURVEY, A-360 SURVEY, HAYS COUNTY, TEXAS

Being a tract of land containing 1971.29 acres (85,869,500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2-inch iron rod with cap marked "Byrn Survey" located at the south end of a cutback for the intersection of the north line of Hays County Road No. 136 (Old Austin-San Antonio Road) (undefined width) and the west right-of-way line of FM150 (80 feet wide) for a southeast corner of a 10.00-acre tract as conveyed unto Robert C. Edge by deed recorded in Volume 2305, Page 645 of the Official Public Records of Hays County, Texas;

THENCE South 43° 45' 38" West with the north line of said County Road No. 136 and the south line of said 10.00-acre tract, a distance of 1100.56 feet to a found cedar fence corner post for the southwest corner of said 10.00-acre tract and the southeast corner of a 2.62-acre tract as conveyed unto Catholic Family Fraternal of Texas - K.J.Z.T. by deed recorded in Volume 1276, Page 32 of the Official Public Records of Hays County, Texas;

THENCE South 40° 38' 53" West continuing with the north line of said County Road No. 136 and the south line of said 2.62-acre tract, a distance of 176.82 feet to a found 8-inch fence post for the southeast corner of said 1938.67-acre tract, for the southwest corner of said 2.62-acre tract and for the southeast corner of a 12.46-acre tract as described in instrument "Right of First Refusal Agreement" between A.W. Gregg and Robie Gregg and children recorded in Volume 370, Page 660 of the Deed Records of Hays County, Texas;

THENCE continuing with the north line of said County Road No. 136, the south line of said 1938.67-acre tract and the south line of said 12.46-acre tract, the following courses and distances;

South 43° 34' 16" West, a distance of 163.80 feet to a point;
 South 43° 45' 57" West, a distance of 231.21 feet to a found 1/2-inch iron rod;
 South 43° 38' 54" West, a distance of 85.60 feet to a found 1/2-inch iron rod;
 South 44° 06' 23" West, a distance of 243.16 feet to a stone fence corner;
 South 42° 38' 55" West, a distance of 19.28 feet to a point;

THENCE South 24° 57' 26" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 29.44 feet to a point;

THENCE South 16° 41' 25" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 65.01 feet to a found 1/2-inch iron rod for a southeast corner of said tract herein described and for the POINT OF BEGINNING;

- 1) THENCE South 16° 19' 59" East, a distance of 1931.88 feet to a found 60d nail at a fence post for a corner of said tract herein described, for the south corner of the residue of said 251-acre tract and for the east corner of a 195.27-acre tract as conveyed unto Robert Reed Hawn by deed recorded in Volume 266, Page 410 of the Deed Records of Hays County, Texas, and in by deed recorded in Volume 1201, Page 659 of the Official Public Records of Hays County, Texas;

Page 2 of 8

THENCE in a northwesterly direction with the west line of the residue of said 251-acre tract and the east line of said 195.27-acre tract the following courses and distances (calls 2 through 7);

- 2) North 69° 28' 11" West, a distance of 542.50 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 3) South 46° 06' 24" West, a distance of 356.81 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 4) North 45° 28' 44" West, a distance of 480.09 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 5) North 77° 38' 18" West, a distance of 177.53 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 6) North 57° 17' 14" West, a distance of 251.72 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 7) North 78° 30' 33" West, a distance of 468.22 feet to cedar fence post located in the south line of said 1938.67-acre tract for an angle point in the south line of said tract herein described and for the northeast corner of said 195.27-acre tract;
- 8) THENCE South 44° 07' 43" West with the south line of said 1938.67-acre tract and the north line of said 195.27-acre tract, a distance of 2614.19 feet to found 5/8-inch iron rod with aluminum cap for an angle point in the south line of said tract herein described for the northwest corner of said 195.27-acre tract and the north corner of a 260.12-acre tract as conveyed unto Robert Nance and Martha Jane Allen by deed recorded in Volume 135, Page 456 of the Deed Records of Hays County, Texas;
- 9) THENCE South 44° 00' 02" West continuing with the south line of said 1938.67-acre tract and the north line of said 260.12-acre tract, a distance of 2165.22 feet to railroad spike at the base of an old cedar fence post for a corner in the south line of said tract herein described for the southeast corner of a 32.432-acre tract as conveyed unto Thomas H. Nance, Jr., and Flora Mae Roberts by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas;
- 10) THENCE North 42° 31' 45" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, at 73 feet pass a twin trunk Oak tree, continuing for a total distance of 835.00 feet to the end of a rock wall/stone fence for an angle point in a west line of said tract herein described;
- 11) THENCE North 48° 11' 44" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 591.59 feet to a 16-inch Hackberry tree in the fence line for an angle point in a west line of said tract herein described;
- 12) THENCE North 54° 28' 06" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 455.05 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 13) THENCE North 53° 21' 39" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 292.80 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 14) THENCE North 64° 39' 18" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 34.87 feet to an 18-inch Elm tree in the fence line for a corner in the south line of said tract herein described for the northeast corner of said 32.432-acre tract and for an interior corner of said 1938.67-acre tract;

THENCE with a south line of said 1938.67-acre tract, the following courses and distances (calls 15 through 23);

- 15) South 61° 37' 51" West with the north line of said 32.432-acre tract, a distance of 426.48 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the north line of a 22.421-acre tract as conveyed unto Martha Nance Picton by deed recorded in Volume 651, Page 702 of the Hays County, Texas, for an angle point in the south line of said tract herein described;
- 16) South 53° 30' 25" West with the north line of a 22.421-acre tract, a distance of 842.81 feet to a found 1/2-inch iron rod for a corner in the south line of said tract herein described and for the northwest corner of said 22.421-acre tract;
- 17) South 41° 21' 25" East with the west line of said 22.421-acre tract, a distance of 491.62 feet to a found 1/2-inch iron rod located in the north line of a 17.313-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for a corner in the south line of said tract herein described;
- 18) South 38° 21' 19" West with the north line of said 17.313-acre tract, a distance of 489.14 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 19) South 43° 54' 19" West, with the north line of said 17.313-acre tract, a distance of 409.24 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 20) South 30° 15' 19" West with the north line of said 17.313-acre tract, a distance of 133.80 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 21) South 36° 02' 19" West with the north line of said 17.313-acre tract, a distance of 81.45 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the east line of a 29.882-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for an angle point in the south line of said tract herein described;
- 22) North 36° 45' 13" West with the east line of said 29.882-acre tract, a distance of 753.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described from which an 8-inch cedar fence post bears North 36° 44' West, a distance of 1.25 feet;
- 23) South 52° 58' 30" West with the north line of said 29.882-acre tract, at 1442.51 feet pass a fence corner, continuing for a total distance of 1661.02 feet to point located in the center of the east channel of the Blanco River and in the east line of a 102.04-acre tract as conveyed unto Janet Nance Bradshaw and Robert Scott Nance by deed recorded in Volume 902, Page 614 of the Official Public Records of Hays County, Texas, for the southwest corner of said tract described;

THENCE in a northwesterly direction with the east line of the 102.04-acre tract and the west line of said 1938.67-acre tract, the following courses and distances (calls 24 through 32);

- 24) North 31° 07' 28" West, with the centerline of said east channel of the Blanco River, a distance of 247.37 feet to an angle point in the west line of said tract herein described;
 - 25) North 25° 35' 32" West, with the centerline of said east channel of the Blanco River, a distance of 406.01 feet to an angle point in the west line of said tract herein described;
-

Page 4 of 8

- 26) North $05^{\circ} 41' 30''$ West, a distance of 123.00 feet to a point located on the east bank of the east channel of the Blanco River for an angle point in the west line of said tract herein described;
- 27) North $52^{\circ} 23' 30''$ East, a distance of 72.00 feet to an Oak tree in fence line for an angle point in the west line of said tract herein described;
- 28) North $11^{\circ} 45' 34''$ West with a barbed wire fence, a distance of 203.32 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 29) North $13^{\circ} 24' 25''$ West with a barbed wire fence, a distance of 303.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 30) North $18^{\circ} 49' 22''$ West with a barbed wire fence, a distance of 265.24 feet to a cedar fence post for an angle point in the west line of said tract herein described;
- 31) North $75^{\circ} 14' 22''$ West, a distance of 486.70 feet to a set 5/8-inch Iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 32) South $53^{\circ} 35' 58''$ West, a distance of 119.76 feet to point located in the center of the Blanco River for a corner in the west line of said tract herein described and for the northeast corner of said 102.04-acre tract;

THENCE in a northwesterly direction with the meanders of the centerline of the Blanco River, the west line of said 1938.67-acre tract and the east line of a tract of land as conveyed unto Exekial Nance by deed recorded in Volume C, Page 487 of the Deed Records of Hays County, Texas, the following courses and distances (calls 33 through 51);

- 33) North $24^{\circ} 02' 16''$ West, a distance of 1344.85 feet to an angle point in the west line of said tract herein described;
- 34) North $26^{\circ} 15' 21''$ West, a distance of 1341.47 feet to an angle point in the west line of said tract herein described;
- 35) North $24^{\circ} 19' 33''$ West, a distance of 1253.62 feet to an angle point in the west line of said tract herein described;
- 36) North $26^{\circ} 26' 21''$ West, a distance of 445.60 feet to an angle point in the west line of said tract herein described;
- 37) North $22^{\circ} 07' 09''$ West, a distance of 388.02 feet to an angle point in the west line of said tract herein described;
- 38) North $20^{\circ} 08' 10''$ West, a distance of 228.62 feet to an angle point in the west line of said tract herein described;
- 39) North $35^{\circ} 50' 03''$ West, a distance of 95.94 feet to an angle point in the west line of said tract herein described;
- 40) North $20^{\circ} 34' 03''$ West, a distance of 91.79 feet to an angle point in the west line of said tract herein described;
- 41) North $14^{\circ} 59' 48''$ West, a distance of 185.29 feet to an angle point in the west line of said tract herein described;
- 42) North $00^{\circ} 02' 25''$ East, a distance of 92.60 feet to an angle point in the west line of said tract herein described;
- 43) North $12^{\circ} 09' 25''$ East, a distance of 32.16 feet to an angle point in the west line of said tract herein described;
-

Page 5 of 8

- 44) North 29° 03' 12" East, a distance of 72.03 feet to an angle point in the west line of said tract herein described;
- 45) North 19° 26' 32" East, a distance of 118.15 feet to an angle point in the west line of said tract herein described;
- 46) North 11° 55' 55" East, a distance of 32.54 feet to an angle point in the west line of said tract herein described;
- 47) North 65° 36' 10" East, a distance of 98.62 feet to an angle point in the west line of said tract herein described;
- 48) North 24° 23' 50" West, a distance of 99.11 feet to an angle point in the west line of said tract herein described;
- 49) North 19° 12' 41" West, a distance of 178.40 feet to an angle point in the west line of said tract herein described;
- 50) North 24° 39' 30" West, a distance of 220.03 feet to an angle point in the west line of said tract herein described;
- 51) North 25° 27' 37" West, a distance of 206.51 feet to a point located in the south line of a 24.52-acre tract as conveyed unto Charles M. Decker, III, William S. Decker, Dr. Robert D. Decker and Marilyn Decker Elwell by deed recorded in Volume 345, Page 837 of the Deed Records of Hays County, Texas, for the northwest corner of said tract herein described;
- 52) THENCE North 43° 08' 11" East with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 441.09 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the north line of said tract herein described;
- 53) THENCE North 42° 38' 11" East continuing with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 496.12 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described;
- THENCE in a northeasterly direction with a fence line, with the north line of said 1938.67-acre tract and with the south line of a 108.21-acre tract as conveyed unto Buckeye Partners, Ltd. By deed recorded in Volume 2238, Page 145 of the Official Public Records of Hays County, Texas, the following courses and distances (calls 54 through 66);
- 54) North 59° 34' 50" East, a distance of 665.61 feet to an angle point in the north line of said tract herein described;
- 55) North 59° 27' 50" East, a distance of 379.99 feet to an angle point in the north line of said tract herein described;
- 56) North 58° 50' 50" East, a distance of 298.07 feet to an angle point in the north line of said tract herein described;
- 57) North 59° 24' 50" East, a distance of 439.02 feet to an angle point in the north line of said tract herein described;
- 58) North 59° 39' 50" East, a distance of 595.25 feet to an angle point in the north line of said tract herein described;
- 59) North 59° 56' 50" East, a distance of 68.18 feet to an angle point in the north line of said tract herein described;
- 60) North 59° 59' 50" East, a distance of 273.44 feet to an angle point in the north line of said tract herein described;
-

Page 6 of 8

- 61) North 59° 37' 50" East, a distance of 267.94 feet to an angle point in the north line of said tract herein described;
- 62) North 56° 33' 50" East, a distance of 13.30 feet to an angle point in the north line of said tract herein described;
- 63) North 52° 04' 50" East, a distance of 417.87 feet to an angle point in the north line of said tract herein described;
- 64) North 51° 01' 50" East, a distance of 471.83 feet to an angle point in the north line of said tract herein described;
- 65) North 50° 59' 50" East, a distance of 409.28 feet to an angle point in the north line of said tract herein described;
- 66) North 56° 27' 50" East, a distance of 25.80 feet to 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for the southeast corner of said 108.21-acre tract and the west corner of Lot 2 of Oak Mesa, a subdivision plat recorded in Volume 6, Page 47 of the Plat Records of Hays County, Texas;
- 67) THENCE North 56° 24' 56" East continuing with the north line of said 1938.67-acre tract and a south line of said Lot 2, a distance of 392.99 feet to a found 1/2-inch iron rod for a corner in the north line of said tract herein described from which an 8-inch fence post bears North 88° 53' West, a distance of 1.4 feet;
- 68) THENCE South 29° 04' 44" East with an east line of said 1938.67-acre tract and the west line of said Lot 2 and Lot 1 of said Oak Mesa, at 932.02 feet passing the south line of said Lot 1 and the north line of the residue of a 134.86 acre tract as conveyed unto Auburn E. Dennis by deed recorded in Volume 1057, Page 225 of the Deed Records of Hays County, Texas, continuing for a total distance of 2802.93 feet to a point located in the centerline of a stone fence for a corner in the north line of said tract herein described from which a cedar fence post bears North 00° 28' West, a distance of 5.2 feet;
- 69) THENCE North 43° 17' 57" East with a north line of said 1938.67-acre tract and the south line of the residue of said 134.86-acre tract, at 1415.62 feet passing the southwest corner of Lot 31 of Arroyo Ranch, Section Two, a subdivision plat recorded in Volume 10, Page 219 of the Plat Records of Hays County, Texas, continuing for a total distance of 1730.83 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 5/8-inch iron rod bears South 54° 29' West, a distance of 8.7 feet;
- 70) THENCE South 82° 42' 45" East continuing with a north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1115.45 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 1/2-inch iron rod bears South 88° 50' West, a distance of 37.6 feet;
- 71) THENCE North 43° 55' 32" East continuing with the north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1271.78 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for an interior corner of Arroyo Ranch, Section One, a subdivision plat recorded in Volume 10, Page 179 of the Plat Records of Hays County, Texas;

THENCE with the east line of said 1938.67-acre tract, the following courses and distances (call 72 through 80);

Page 7 of 8

- 72) South 46° 21' 03" East, at 185.13 feet passing the south line of said Arroyo Ranch, Section One, and the north line of a 21.3-acre tract as conveyed unto Sallye Knutson by deed recorded in Volume 353, Page 240 of the Deed Records of Hays County, Texas, continuing for a total distance of 887.35 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.3-acre tract and the northwest corner of a 21.30-acre tract as conveyed unto Robert T. Walker and Sandra F. Walker by deed recorded in Volume 1976, Page 458 of the Official Public Records of Hays County, Texas;
- 73) South 46° 29' 25" East with the west line of said 21.30-acre tract, a distance of 578.70 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.30-acre tract and the northwest corner of Quail Meadows Subdivision, a subdivision plat recorded in Volume 7, Page 47 of the Plat Records of Hays County, Texas;
- 74) South 46° 13' 10" East with the west line of said Quail Meadows Subdivision, a distance of 408.76 feet to an angle point in the east line of said tract herein described;
- 75) South 47° 03' 10" East continuing with the west line of said Quail Meadows Subdivision, a distance of 405.20 feet to an angle point in the east line of said tract herein described;
- 76) South 47° 52' 44" East continuing with the west line of said Quail Meadows Subdivision, a distance of 296.23 feet to an angle point in the east line of said tract herein described;
- 77) South 47° 19' 33" East continuing with the west line of said Quail Meadows Subdivision, a distance of 499.63 feet to a found 6-inch cedar fence post for an angle point in the east line of said tract herein described, for the southwest corner of said Quail Meadows Subdivision and for the northwest corner of said 62.10-acre tract;
- 78) South 46° 53' 37" East with the west line of said 62.10-acre tract, a distance of 359.95 feet to an angle point in the east line of said tract herein described;
- 79) South 45° 49' 07" East continuing with the west line of said 62.10-acre tract, a distance of 436.01 feet to an angle point in the east line of said tract herein described;
- 80) South 46° 25' 31" East continuing with the west line of said 62.10-acre tract, a distance of 1445.81 feet to a found cedar fence post for corner of said tract herein described and for the northeast corner of said 12.46-acre tract;
- 81) THENCE South 40° 21' 31" West with the north line of said 12.46-acre tract, a distance of 1018.19 feet to a found 1/2-inch iron rod for a corner of said tract herein described and for the northwest corner of said 12.46-acre tract;
- 82) THENCE South 50° 23' 48" East with the west line of said 12.46-acre tract, at 96.71 feet pass a cedar fence post, continuing for a total distance of 255.73 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 83) THENCE North 40° 43' 43" East with the west line of said 12.46-acre tract, a distance of 42.90 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 84) THENCE South 52° 52' 44" East with the west line of said 12.46-acre tract, a distance of 85.65 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;
- 85) THENCE South 51° 46' 28" East with the west line of said 12.46-acre tract, a distance of 159.01 feet to a found 1/2-inch iron rod for a corner of said tract herein described;
-

Page 8 of 8

86)THENCE North 43° 53' 50" East with the south line of said 12.46-acre tract, a distance of 92.20 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;

87)THENCE South 78° 26' 49" East with the south line of said 12.46-acre tract, a distance of 101.28 feet to the POINT OF BEGINNING and containing 1971.29 acres (85,869,500 square feet) of land, more or less.

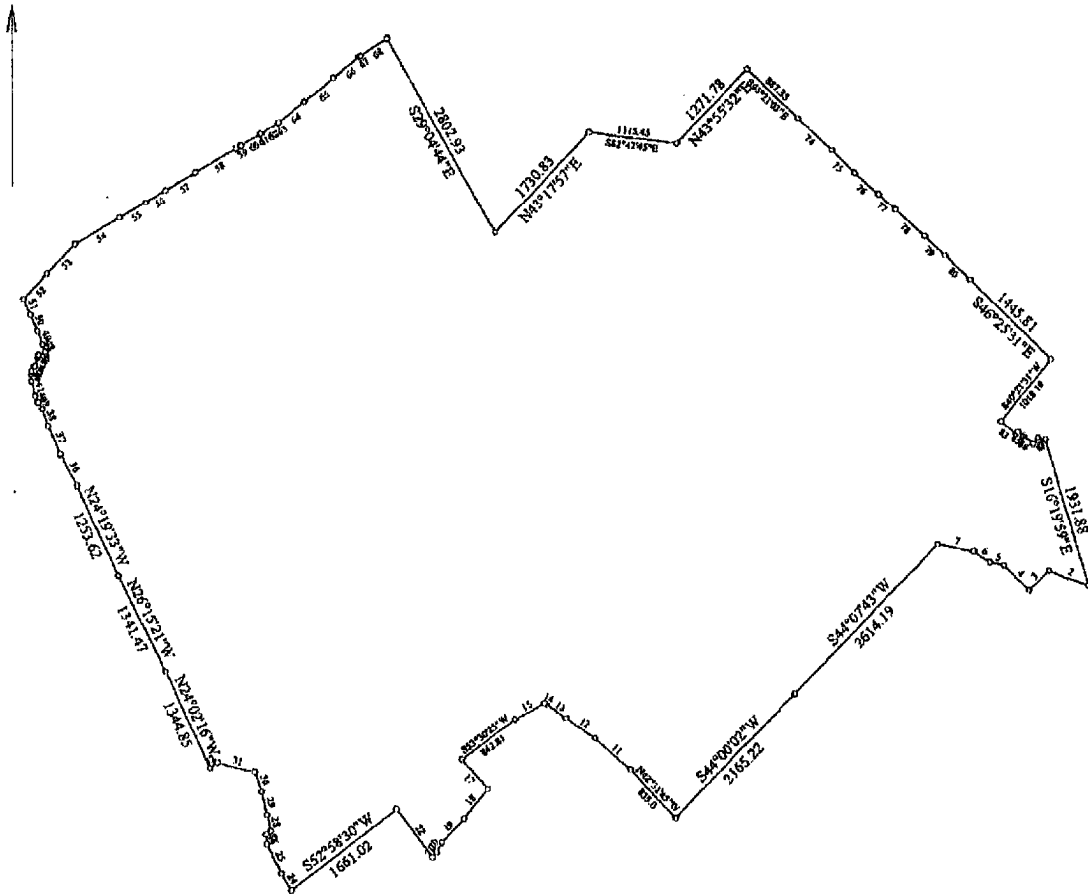
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

Cobb, Fendley & Associates, Inc.
5300 Hollister, Suite 400
Houston, Texas 77040
Ph. 713-462-3242

Job No. 0402-070-01

August 9, 2005





Title:		Date: 08-22-2005
Scale: 1 inch = 1800 feet	File:	

OK 8/22/05
CBT
Revision 2
8/19/05

Data and Deed Call Listing of File:

Tract 1: 1971.285 Acres: 85869163 Sq Feet; Closure = s46.0031e 0.05 Feet; Precision = 1/981753; Perimeter = 44868 Feet

001=S16.1959E 1931.88	058=N59.3950E 595.25
002=m69.2811w 542.50	059=N59.5650E 68.18
003=s46.0624w 356.81	060=N59.5950E 273.44
004=N45.2844W 460.09	061=N59.3750E 17.94
005=N77.3818W 177.53	062=N59.3750E 250.0
006=N57.1714W 251.72	063=N56.3350E 13.30
007=N78.3033W 468.22	064=N52.0450E 417.87
008=S44.0743W 2614.19	065=N51.0150E 471.83
009=S44.0002W 2165.22	066=N50.5950E 409.28
010=N42.3145W 835.0	067=N56.2750E 25.80
011=N48.1144W 591.59	068=N56.2456E 392.99
012=N54.2806W 455.05	069=S29.0444E 2802.93
013=N53.2139W 292.80	070=N43.1757E 1730.83
014=N64.3918W 34.87	071=S82.4245E 1115.45
015=S61.3751W 426.48	072=N43.5532E 1271.78
016=S53.3025W 842.81	073=S46.2103E 887.35
017=S41.2125E 491.62	074=S46.2925E 578.70
018=S38.2119W 489.14	075=S46.1310E 408.76
019=S43.5419W 409.24	076=S47.0310E 405.20
020=S30.1519W 133.80	077=S47.5244E 296.23
021=S36.0219W 81.45	078=S47.1933E 499.63
022=N36.4513W 753.61	079=S46.5337E 359.95
023=S52.5830W 1661.02	080=S45.4907E 436.01
024=N31.0728W 247.37	081=S46.2531E 1445.81
025=N25.3532W 406.01	082=S40.2131W 1018.19
026=N05.4130W 123.0	083=S50.2348E 255.73
027=N52.2330E 72.0	084=N40.4343E 42.90
028=N11.4534W 203.32	085=S52.5244E 85.65
029=N13.2425W 303.61	086=S51.4628E 159.01
030=N18.4922W 265.24	087=N43.5350E 92.20
031=N75.1422W 486.70	088=S78.2649E 101.28
032=S53.3538W 119.76	
033=N24.0216W 1344.85	
034=N26.1521W 1341.47	
035=N24.1933W 1253.62	
036=N26.2621W 445.60	
037=N22.0709W 388.02	
038=N20.0810W 228.62	
039=N35.5003W 95.94	
040=N20.3403W 91.79	
041=N14.5948W 185.29	
042=N00.0225E 92.60	
043=N12.0925E 32.16	
044=N29.0312E 72.03	
045=N19.2632E 118.15	
046=N11.5555E 32.54	
047=N65.3610E 98.62	
048=N24.2350W 99.11	
049=N19.1241W 178.40	
050=N24.3930W 220.03	
051=N25.2737W 206.51	
052=N43.0811E 441.09	
053=N42.3811E 496.12	
054=N59.3450E 665.61	
055=N59.2750E 379.99	
056=N58.5050E 298.07	
057=N59.2450E 439.02	

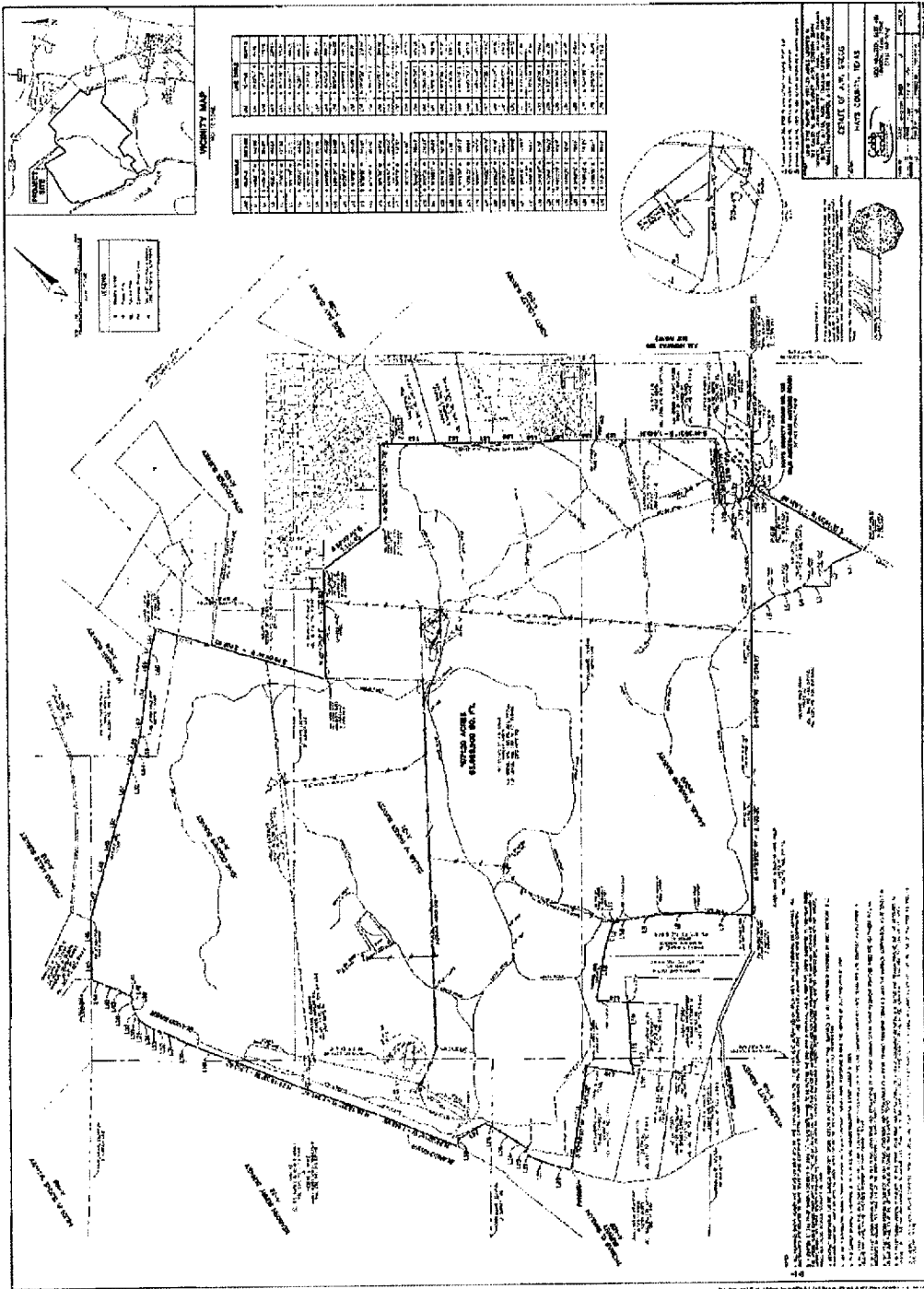


Exhibit "A-2"

Metes and Bounds Description for Tract II

VICKREY & ASSOCIATES, Inc.

CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION
FOR A 195.14 ACRE TRACT OF LAND
OUT OF THE ONE-FOURTH LEAGUE SURVEY NO. 14
ABSTRACT NO. 360
HAYS COUNTY, TEXAS**

Being a 195.14 acre tract of land situated in the Samuel Pharass 1/4 League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided 1/2 interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays; said 195.14 acre tract being more particularly described by metes and bounds with all bearings being referenced to North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

BEGINNING at a corner cedar fence post on the West right-of-way line of County Road No. 136 (an undetermined right-of-way width) also known as Old Austin - San Antonio Road and being the South corner of a 1971.29 acre tract of land as described in General Warranty Deed, conveyance from Ky-Tex Properties, L.P. to the The State of Texas, recorded in Volume 2755, Page 820 of the Official Public Records of Hays County, Texas, also being the most Eastern of Northeast corner of the herein described tract of land, said Beginning point having the Texas South Central Grid Coordinates of (N=13,913,246.00, E=2,318,255.92);

Thence S 16°51'08" E, along the said West right-of-way of County Road No. 136 a distance of 799.85 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap, being the Southeast corner of the herein described tract, from which a found 1/2" iron rod bears S 16°51'08" E, a distance of 61.11 feet being the most Eastern Northeast corner of a 135.78 acre tract of land recorded in Volume 254, Page 848 of the Deed records of Hays County, Texas;

Thence S 36°00'34" W, departing said West right-of-way line of County Road No. 136, a distance of 42.37 to a found cedar fence post at the common corner of said 135.78 acre tract and the herein described tract of land;

Thence along the common line of said 135.78 acre tract of land and the herein described tract of land, the following 4 courses and distances;

- S 48°34'19" W, a distance of 1583.69 feet to a found cedar fence post;
- N 49°27'05" W, a distance of 34.23 feet to found cedar fence post;
- S 25°39'52" W, a distance of 39.42' to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- S 48°28'51" W, a distance of 2127.99 feet to a found cedar fence post on North right of way line of Limekiln Road (an undetermined right-of-way width), and being the South corner of the herein described tract of land;



12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

Metes and Bounds Description

195.14 Acres

Page 2 of 2

- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, Page 456 of the Deed records of Hays County, Texas:
- Thence N 16°49'08" W, along the common line of said 260.12 acre tract of land and the herein described tract of land a distance of 270.68 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- Thence N 17° 14'33" W, continuing along said common line a distance of 1608.14 feet to a found 5/8" iron rod with aluminum cap marked "Kent" on the Southeast line of the aforementioned 1971.29 acre tract of land and being the West corner of the herein described tract of land;
- Thence along the common line of said 1971.29 acre tract of land and the herein described tract of land the following 7 courses and distances;
- N 44°06'52" E, a distance of 2614.19 feet to a found cedar fence post;
 - S 78°31'24" E, a distance of 468.22 feet to a found cedar fence post;
 - S 57°18'05" E, a distance of 251.72 feet to a found cedar fence post;
 - S 77°39'09" E, a distance of 177.53 feet to a found cedar fence post;
 - S 45°29'35" E, a distance of 460.09 feet to a found cedar fence post;
 - N 46°05'33" E, a distance of 356.81 feet to a found cedar fence post;
 - S 69°29'02" E, a distance of 542.50 to the **POINT OF BEGINNING** containing 195.14 acres of land more or less.

Note: Survey Plat of even date accompanies this legal description.

Hal B. Lane III 5/24/06

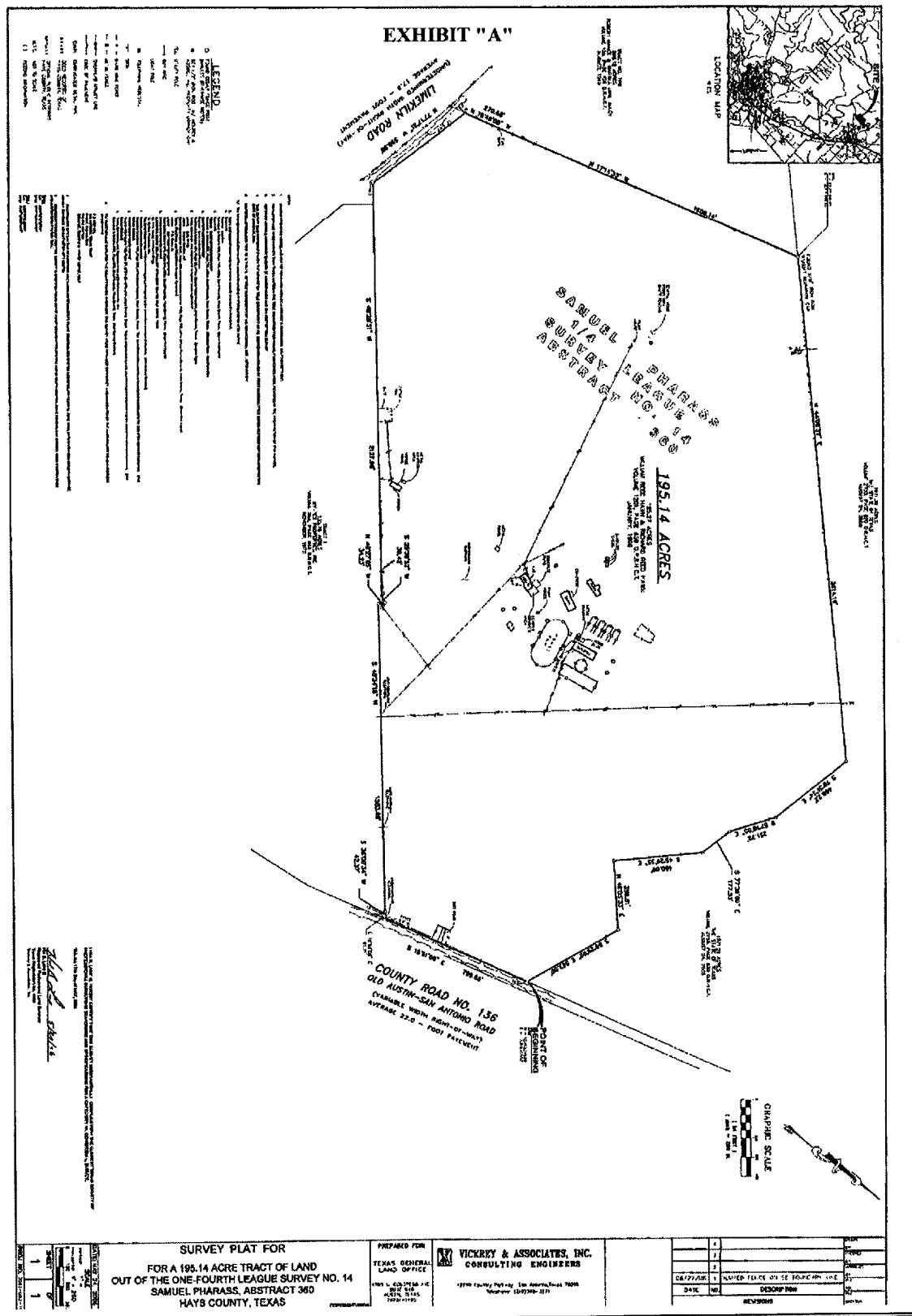
Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration Number 4690
Vickrey & Associates, Inc.



Job No. 2042-003-104
HL/gm m&b 195.14 acres
May 24, 2006

N:\2042-003\m&b\m&b 195.14 Acres.doc





11-GF#201500699 JPB
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

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RECORDING PURPOSES**

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 31 CALEB W BAKER ACR 107.906, 74.615, 18.856
of lots (if subdivided): _____ # of acres: 200 acres
Site APN/Property ID #(s): R17719
Location: Kyle ETJ County: Hays County
Development Name: Waterridge

OWNER

Company/Applicant Name: Blanco River Ranch Properties, LP
Authorized Company Representative (if company is owner): Gregg Reyes
Type of Company and State of Formation: Limited Partnership and Texas
Title of Authorized Company Representative (if company is owner): General Partner
Applicant Address: 1901 Hollister, Houston, Texas 77080
Applicant Fax: 713-681-0077
Applicant Phone: 713-957-4003
Applicant/Authorized Company Representative Email: greyes@reytec.net

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

XX I hereby designate Steven Buffum, P.E. / Costello, Inc. (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: December 1, 2021

State of Texas §

County of Harris §

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 1 day of December, 2021.

[Signature]
Notary Public's Signature
08/31/2025

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Steven Buffum, P.E.

Representative Address: 9050 N. Capital of TX Hwy, Bldg. 3, Ste 390, Austin, Texas 78759

Representative Phone: 512-646-3463

Representative Email: sbuffum@costelloinc.com

Representative's Signature: _____ Date: December 1, 2021



CITY OF KYLE, TEXAS

Hillside Terrace - Zoning (Z-21-0090)

Meeting Date: 3/8/2022

Date time: 6:30 PM

Subject/Recommendation: Consider and possible action on a recommendation to the City Council regarding a request by Jeffrey Howard of McLean & Howard LLP, to rezone approximately 259 acres of land from Agriculture 'A' to Planned Unit Development 'PUD' for property located at 5260 Hillside Terrace, in Hays County, Texas. (Hillside Terrace - Zoning - Z-21-0090)

(On 2/22/22 - Postponed due to lack of quorum)

Staff recommends postponement until May 10, 2022 to allow sufficient time required for annexation proceedings

- Public Hearing
- Recommendation to City Council

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Delay Request

Porter Country Zoning (Z-21-0090)

Daniel McElrath <dmcelrath@mymilestone.com>

Thu 2/17/2022 3:43 PM

To: Amber Lewis <alewis@cityofkyle.com>; William Atkinson <watkinson@cityofkyle.com>

Cc: Laci M. Ehlers <lehlers@mcleanhowardlaw.com>; Cooper Dukette <cdukette@mymilestone.com>; Debbie Guerra <dguerra@cityofkyle.com>

Amber and Will,

Please consider this the official request for postponement of our Porter Country Zoning Case (Z-21-0090) for recommendation by Planning and Zoning Commission until the March 8th, 2022 meeting.

Thank you,
Daniel

Daniel McElrath
Land Acquisition Manager
[MileStone Community Builders](#)
512.921.0229 (c)
2100 Northland Drive
Austin, TX 78756



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CITY OF KYLE, TEXAS

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

Meeting Date: 3/8/2022
Date time: 6:30 PM

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

Other Information: N/A

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Staff Report

Meeting Date: 3/8/2022
Date time: 6:30 PM

Subject/Recommendation: Staff Report by William Atkinson, Senior Planner.

Other Information: N/A

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

No Attachments Available