

# 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 May 10, 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 6th day of May, 2022, prior to 6:30 P.M.

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**1. Call Meeting To Order**

**2. Roll Call**

**3. Minutes**

A.Planning and Zoning Commission Meeting Minutes for April 12, 2022 (Regular meeting) and April 26, 2022 (Workshop Meeting).

**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 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)
- Consider and possible action on a recommendation to the City Council regarding a request by Kristal L. Harris, P.E. of BGE Inc., (Z-22-0094) to rezone approximately 87.694 acres of land from 'A' to 'R-1-C' (Residential Condominium, 30.565 acres), 'R-1-3' (Single Family Residential – 3, 26.322 acres), 'R-1-2' (Single Family Residential – 2, 19.130 acres) & 'CC' (Community Commercial, 11.677 acres) for property located at 1111 & 1113 Roland Lane, in Hays County, Texas. (Edward Coster Bullock Jr. - Zoning -Z-22-0094)

B.Reconvene into open session.

## 6. Consent

A.700 Bunton - Preliminary Plan (SUB-22-0240) 318.030 acres; 977 single family lots, 4 multi-family lots, 2 mixed-use lots, 1 school site, and 61-acres of open spaces with trail system and public park that includes pool and amenity site located at 700 Bunton Lane.

Staff Proposal to P&Z: Approve.

B.Resubdivision of Plum Creek Phase 1, Lot 1, Block A, Business Park (SUB-22-0250) 5.01 acres; 2 lots located at 1670 Kohler's Crossing.

Staff Proposal to P&Z: Approve.

C.Gregg Garden Preliminary Plan (SUB-22-0239) 47.07 acres; 159 single family lots, 42 multi-family units, 3 commercial lots, 20 drainage/open space lots, 2 easements, 1 right-of-way, and 3 right-of-way dedications for property located near the northwest intersection of Veteran's Drive and Gregg Road.

Staff Proposal to P&Z: Approve.

D.Limestone Creek Subdivision, Phase 1 - Final Plat (SUB-21-0230) 55.95 acres;183 residential lots, and 4 drainage easement lots located along Waterstone Boulevard, just east of East Post Road.

Staff Proposal to P&Z: Approve.

## 7. Zoning

A.(Postponed 3/8/22) 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

B. Consider and possible action on a recommendation to the City Council regarding a request by Kristal L. Harris, P.E. of BGE Inc., (Z-22-0094) to rezone approximately 87.694 acres of land from 'A' to 'R-1-C' (Residential Condominium, 30.565 acres), 'R-1-3' (Single Family Residential – 3, 26.322 acres), 'R-1-2' (Single Family Residential – 2, 19.130 acres) & 'CC' (Community Commercial, 11.677 acres) for property located at 1111 & 1113 Roland Lane, in Hays County, Texas. (Edward Coster Bullock Jr. - Zoning -Z-22-0094)

- Public Hearing
- Recommendation to City Council

## **8. Consider and Possible Action**

A. Consider a request to construct a 2,911 square foot restaurant (on site dining and drive-thru), and site plan located within the I-35 overlay district. (Burger King - 22431 IH-35 - Conditional Use Permit - CUP-22-0052)

B. (Postponed 4/12/22) Consider a request to construct a combined total of 19,120 square feet of retail space, convenience store, fuel canopy and site plan located within the I-35 overlay district. (Amberwood Retail Center - 18915 IH-35 - Conditional Use Permit - CUP-22-0053)

C. Consider a request for approval of tree mitigation for the K50 project located at 1200 Roland Lane.

## **9. General Discussion**

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

## **10. Staff Report**

A. Staff Report by William Atkinson, Senior Planner.

## **11. Adjournment**



# CITY OF KYLE, TEXAS

## Minutes

Meeting Date: 5/10/2022

Date time:6:30 PM

**Subject/Recommendation:** Planning and Zoning Commission Meeting Minutes for April 12, 2022 (Regular meeting) and April 26, 2022 (Workshop Meeting).

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- 2022 0412 Regular Minutes
- 2022 0426 Workshop 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 April 12, 2022, at 6:30 P.M. with the following people present:

Chairman, Alex Guerra	Levi Hermes
Vice-Chair, Megan McCall	Dex Ellison
Commissioner, John Timmins,	
Commissioner, Mario Mata Jr.	
Commissioner, Patricia Snidow	
Commissioner, Brandon James	
Commissioner, Matt Chase	
Assistant City Manager, Amber Lewis	
Senior City Planner, William Atkinson	
Planning Technician, Debbie A. Guerra	
City Attorney, Veronica Rivera*	
IT, Adrian Gooden	

**CALL MEETING TO ORDER**

Chairman Guerra called the meeting to order at 6:32 P.M.

**ROLL CALL OF COMMISSION**

Chairman Guerra called for a roll call. James was absent from roll call.

Commissioner James arrived at 6:33 P.M.

**MINUTES**

**PLANNING AND ZONING COMMISSION MINUTES FOR MARCH 8, 2022 (REGULAR MEETING).**

Commissioner Chase moved to approve the minutes. Vice-Chair McCall seconds the motion. All votes aye. Motion carried.

**CITIZENS COMMENTS**

Chairman Guerra opened the citizens comment period at 6:33 P.M. and called for comments on items not on the agenda or posted for public hearing. Dex Ellison, City Council Member addressed the Commission to welcome the new Planning and Zoning Commissioner's. Chairman Guerra closed the citizens comment period at 6:34 P.M.

**EXECUTIVE SESSION**

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

The Planning and Zoning Commission convened into executive session at 6:35 P.M.

- **CONSIDER A REQUEST TO CONSTRUCT A COMBINED TOTAL OF 19.120 SQUARE FEET OF RETAIL SPACE, CONVENIENCE STORE, FUEL CANOPY AND SITE PLAN LOCATED WITHIN THE I-35 OVERLAY DISTRICT. (AMBERWOOD RETAIL CENTER – 18915 IH-35 – CONDITIONAL USE PERMIT – CUP-22-0053)**

#### **RECONVENE INTO OPEN SESSION**

The Planning and Zoning Commission reconvened into open session at 7:01 P.M.

No action taken.

#### **CONSENT**

**TALAVERA PHASE 2 – FINAL PLAT (SUB-21-0206) 33.143 ACRES; 86 RESIDENTIAL LOTS, 4 OPEN SPACE LOTS AND RIGHT-OF-WAY FOR PROPERTY LOCATED ON THE NORTHWEST CORNER OF GOFORTH ROAD AND BUNTON CREEK ROAD.**

**PLUM CREEK UPTOWN 1B – FINAL PLAT (SUB-22-0237) 8.0249 ACRES; 2 LOTS, 1 RIGHT-OF-WAY LOCATED AT THE INTERSECTION OF BENNER AND JACK RYAN.**

**MANSIONS OF BUDA APARTMENTS – FINAL PLAT (SUB-21-0202) 67.29 ACRES; 2 MULTI-FAMILY LOTS LOCATED ON THE EAST SIDE OF DACY LANE AT THE INTERSECTION OF SUFFIELD DRIVE AND DACY LANE.**

**K50 SUBDIVISION – FINAL PLAT (SUB-22-0238) 49.3928 ACRES; 131 RESIDENTIAL LOTS, 10 OPEN SPACE LOTS, AND 2 COMMUNITY COMMERCIAL LOTS LOCATED WEST OF THE UNION PACIFIC RAILROAD, SOUTH OF OPAL LANE, AND NORTH OF ROLAND LANE.**

**CROSSWINDS SUBDIVISION 3B – FINAL PLAT (SUB-21-0212) 20.392 ACRES; 96 RESIDENTIAL LOTS AND 2 DRAINAGE, SIDEWALK, ACCESS, AND PUBLIC UTILITY LOTS LOCATED OFF GOFORTH ROAD AND CROSSWINDS PARKWAY.**

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

#### **CONSIDER AND POSSIBLE ACTION**

**CONSIDER A REQUEST TO CONSTRUCT A 2, 518 SQUARE FEET RESTAURANT WITH RELATED SITE IMPROVEMENTS INCLUDING A DRIVE-THRU WINDOW LOCATED WITHIN THE I-35 OVERLAY DISTRICT. (POLLO CAMPERO – 19000 IH-35 – CONDITIONAL USE PERMIT – CUP-22-0054)**

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

**CONSIDER A REQUEST TO CONSTRUCT A COMBINED TOTAL OF 1,392,264 SQUARE FEET OF WAREHOUSE SPACE (5 BUILDINGS) AND SITE PLAN LOCATED WITHIN THE I-35 OVERLAY DISTRICT. (ALLIANCE INDUSTRIAL COMPANY – 24801 IH-35 – CONDITIONAL USE PERMIT – CUP-22-0051)**

Levi Hermes addressed the commission regarding the entrance to the site.

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

**CONSIDER A REQUEST TO REPAINT APPROXIMATELY 158,583 SQUARE FEET (WAL-MART SUPER CENTER – 5574 KYLE PARKWAY) AND APPROXIMATELY 700 SQUARE FEET (FUEL AREA STORE AND FUEL CANOPY – 20585 IH-35) LOCATED WITHIN THE I-35 OVERLAY DISTRICT. (CONDITIONAL USE PERMIT – CUP-21-0043)**

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

**CONSIDER A REQUEST TO CONSTRUCT A COMBINED TOTAL OF 19,120 SQUARE FEET OF RETAIL SPACE, CONVENIENCE STORE, FUEL CANOPY AND SITE PLAN LOCATED WITHIN THE I-35 OVERLAY DISTRICT. (AMBERWOOD RETAIL CENTER – 18915 IH-35 – CONDITIONAL USE PERMIT – CUP-22-0053)**

Commissioner Chase moved to table item for the applicant to work with staff to revise the west elevation meet the I-35 overlay intent for both buildings. Commissioner Mata seconds the motion.

Chairman Guerra moved to amend the motion to deny the request. Commissioner Timmins seconds the motion. Commissioner's Timmins, Mata, Snidow, McCall, James, and Chase vote nay. Chairman Guerra votes aye. Motion failed.

Commissioner Chase restated his original motion to table item for the applicant to work with staff to revise the west elevation meet the I-35 overlay intent for both buildings. Commissioner's Timmins, Mata, Snidow, McCall, James, and Chase vote aye. Chairman Guerra votes nay. Motion carried.

## **ZONING**

**CONSIDER AND POSSIBLE ACTION ON A RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST BY WINN FAMILY, LP TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 1 ACRE OF LAND FROM AGRICULTURE 'A' TO RETAIL SERVICE DISTRICT 'RS' FOR PROPERTY LOCATED AT 23451 IH-35, IN HAYS COUNTY, TEXAS. (WINN FAMILY LP – Z-22-0095)**

Chairman Guerra opened the public hearing at 7:34 P.M. and called for comments. There were no comments. Chairman Guerra closed the public hearing at 7:34 P.M.

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

**CONSIDER AND POSSIBLE ACTION ON A RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST BY RICHARD AND RITA CUELLAR SR. TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 1.503 ACRES OF LAND FROM AGRICULTURE 'A' TO CENTRAL BUSINESS DISTRICT-1 'CBD-1' FOR PROPERTY LOCATED AT 1400 W. CENTER STREET, IN HAYS COUNTY, TEXAS. (RICHARD AND RITA CUELLAR SR. – Z-22-0096)**

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 7:42 P.M.

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

## **GENERAL DISCUSSION**

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

- Commissioner Snidow would like a workshop for parking criteria specifically for subdivisions that do not have street parking.
- Vice-Chair McCall would like to discuss architectural design for downtown.
- Chairman Guerra would like to discuss the conditional use process for gas stations and car washes, storage.

## **STAFF REPORT**

### **STAFF REPORT BY WILLIAM ATKINSON, SENIOR PLANNER.**

- April 26<sup>th</sup> workshop to discuss M-2 and M-3 zoning districts and restrooms at Mary Hartson Park.
- BGK will be giving an update on the Downtown Master Plan soon.
- National Planning Conference in San Diego, California at the end of the month.
- City Council selected Verdunity for the rewrite of the Comprehensive Plan.

## **ADJOURN**

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

The Planning and Zoning Commission regular meeting adjourned at 8:08 P.M.

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Prepared by: Debbie A. Guerra

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Chairman Alex Guerra

**WORKSHOP MEETING OF THE  
PLANNING AND ZONING COMMISSION**

The Planning and Zoning Commission of the City of Kyle, Texas met in a workshop meeting on April 26, 2022, at 6:30 P.M. with the following people present:

Chairman, Alex Guerra  
Vice-Chair, Megan McCall  
Commissioner, John Timmins,  
Commissioner, Mario Mata Jr.  
Commissioner, Patricia Snidow  
Commissioner, Brandon James  
Commissioner, Matt Chase  
Senior City Planner, William Atkinson  
Planning Technician, Debbie A. Guerra  
Video Specialist – Grant Bowling

**CALL MEETING TO ORDER**

Chairman Guerra called the meeting to order at 6:30 P.M.

**ROLL CALL OF COMMISSION**

Chairman Guerra called for a roll call. Commissioner Chase and James was absent.

**CITIZENS COMMENTS**

Chairman Guerra opened the citizens comment period at 6:30P.M. and called for comments on items not on the agenda or posted for public hearing. Chairman Guerra closed the citizens comment period at 6:30 P.M.

**GENERAL DISCUSSION**

**DISCUSSION REGARDING CODE AMENDMENTS TO THE M-1, M-2 AND M-3 ZONING DISTRICTS.**

Commissioner Snidow would like to see these zoning districts require affixed to a permanent foundation to have additional financing such as FHA or a VA loan.

M-1 – Started in the County and annexed into the city.  
M-2 – Public Subdivision.  
M-3 – Private Subdivision (leasing lot).

Chairman Guerra stated he'd like to see permanent foundation for M-2 and foundation optional for M-3 districts.

Vice-Chair McCall would like to see foundation for both M-2 and M-3 districts.

Workshop 4<sup>th</sup> Tuesday in May to include the Building Official.

Discussion only. No action taken.

**DISCUSSION REGARDING PUBLIC RESTROOMS NEAR MARY HARTSON SQUARE PARK.**

Chairman Guerra stated 104 S. Burleson would be a prime place to have public restrooms. Commissioner Mata asked about converting parking spaces on the south side of the park. Commissioner Snidow stated for staff to be cautious about losing parking spaces.

Discussion only. No action taken.

**DISCUSSION REGARDING CODE AMENDMENTS TO THE FOOD TRUCK ORDINANCE.**

Commissioner Timmins stated he would like to see a separation more than 4-feet to protect adjacent property owners for health and safety. Commissioner Timmins also stated that he would like to see combustible containers not Styrofoam.

Vice-Chair McCall asked if food vendors would need to have hand washing stations. Will Atkinsons stated that the food vendors would need to follow Hays County health and safety rules.

Chairman Guerra states requirements for restrooms for vendors seems to incentive food trucks instead of brick and mortar.

Vice-Chair McCall stated she would like to see publicly accessible restrooms for food vendors.

Chairman Guerra stated he'd like to combine A and B Strick F, and C, B and D are fine.

**FOOD COURTS**

No edits for food courts.

Discussion only. No action taken.

**ADJOURN**

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

The Planning and Zoning Commission workshop meeting adjourned at 7:49 P.M.

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Prepared by: Debbie A. Guerra

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Chairman Alex Guerra



# CITY OF KYLE, TEXAS

## Citizen Comment Information

Meeting Date: 5/10/2022

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

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### ATTACHMENTS:

#### **Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session

Meeting Date: 5/10/2022

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 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)
- Consider and possible action on a recommendation to the City Council regarding a request by Kristal L. Harris, P.E. of BGE Inc., (Z-22-0094) to rezone approximately 87.694 acres of land from 'A' to 'R-1-C' (Residential Condominium, 30.565 acres), 'R-1-3' (Single Family Residential – 3, 26.322 acres), 'R-1-2' (Single Family Residential – 2, 19.130 acres) & 'CC' (Community Commercial, 11.677 acres) for property located at 1111 & 1113 Roland Lane, in Hays County, Texas. (Edward Coster Bullock Jr. - Zoning -Z-22-0094)

**Other Information:** N/A

**Legal Notes:** N/A

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene into open session.

Meeting Date: 5/10/2022  
Date time:6:30 PM

**Subject/Recommendation:** Reconvene into open session.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

700 Bunton - Preliminary Plan  
(SUB-22-0240)

Meeting Date: 5/10/2022  
Date time:6:30 PM

**Subject/Recommendation:** 700 Bunton - Preliminary Plan (SUB-22-0240) 318.030 acres; 977 single family lots, 4 multi-family lots, 2 mixed-use lots, 1 school site, and 61-acres of open spaces with trail system and public park that includes pool and amenity site located at 700 Bunton Lane.

Staff Proposal to P&Z: Approve.

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

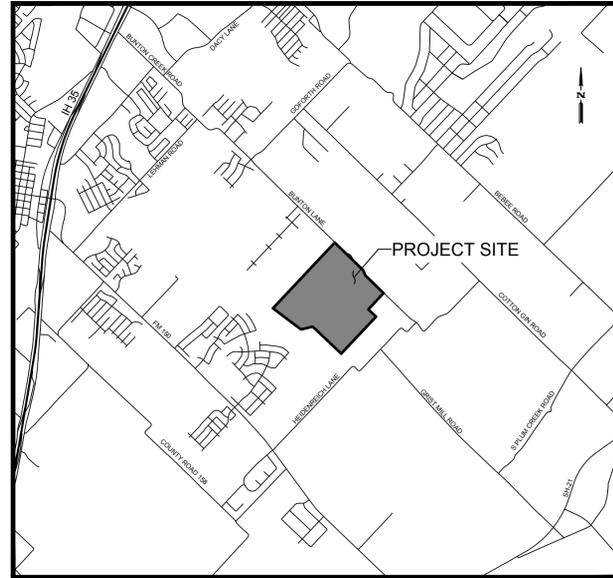
- Preliminary Plan

**GENERAL NOTES**

- THE PROVISIONS OF THE CITY OF KYLE DEVELOPMENT CODE AND APPROVED DEVELOPMENT AGREEMENT SHALL GOVERN THIS PROJECT.
- SUBJECT PROPERTY IS WITHIN THE CITY OF KYLE, TEXAS; AND ALL DEVELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF KYLE ZONING/SUBDIVISION ORDINANCE NO. 1172 AND THE DEVELOPMENT AGREEMENT APPROVED NOVEMBER 1, 2021, INCLUDING AMENDMENTS.
- WATERSHED STATUS - THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
- THIS SUBDIVISION IS ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48209C0405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
- THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR THE 100-YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHTS OF WAY.
- NO OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OF LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS. FENCES ARE ALLOWED ALONG LOT LINED ONLY, PROVIDED THEY DO NOT OBSTRUCT FLOW FOR SURFACE USE DRAINAGE EASEMENTS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- OPERATIONS AND MAINTENANCE OF THE DETENTION POND FACILITIES SERVING ALL SINGLE FAMILY LOTS WILL BE OWNED AND OPERATED BY THE HOMEOWNER ASSOCIATION.
- ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS, EXCEPT ALLEYS, WHICH WILL BE PRIVATE, UNLESS OTHERWISE NOTED.
- ALL ALLEYS IN THIS SUBDIVISION ARE PRIVATE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS. SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OFF ALL STREETS. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED (ORD. #439, ARTICLE V, SEC.10).
- OPEN SPACE AND DRAINAGE LOTS NOT DEDICATED TO THE CITY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE APPROVED ZONING ORDINANCE NO. 1172, AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE ZONING ORDINANCE. AGREED UPON SETBACK DIMENSIONS ARE NOTED BELOW.  
 TOWNHOME / PATIO HOME: FRONT: 10'; SIDE: 0'; CORNER LOT: 5'; REAR: 5'  
 DETACHED ALLEY LOADED: FRONT: 12'; SIDE: 4'; CORNER LOT: 5'; REAR: 5'  
 (ALL LOT WIDTHS)  
 DETACHED FRONT LOADED: FRONT: 15'; SIDE: 5'; CORNER LOT: 10'; REAR: 10'  
 (40' - 49')  
 DETACHED FRONT LOADED: FRONT: 15'; SIDE: 5'; CORNER LOT: 15'; REAR: 10'  
 (50' AND UP)
- PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
- MUNICIPAL UTILITY EASEMENTS TO BE USED FOR UTILITY SERVICE PROVIDED TO LOTS WITHIN THIS SUBDIVISION ONLY; NOT ALLOWED FOR PASS-THRU OF PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT.
- FOR ALL SUBDIVISIONS NOT IN THE PLUM CREEK CREEK PUD: A FIFTEEN (15) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW. A FIVE (5) FOOT MUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS. FOR ALL SUBDIVISIONS LOCATED IN THE PLUM CREEK PUD: A SEVEN AND A HALF (7.5) FOOT PUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW.
- ALL EXISTING EASEMENTS ARE SHOWN AND NOTED ON THE PLAT.
- WATER SERVICE WILL BE PROVIDED BY COUNTY LINE SUD.
- WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF KYLE.

# PRELIMINARY PLAN 700 BUNTON

KYLE, HAYS COUNTY, TEXAS



PROJECT LOCATION: N.T.S.

SUBMITTAL DATE: 01/17/2021

**SITE DESCRIPTION, ZONING & PROPOSED USE:**

LEGAL DESCRIPTION: A SUBDIVISION OF 318.030 ACRES IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, HAYS COUNTY, TEXAS.

TOTAL ACREAGE: 318.030 AC.

ZONING : PUD ORDINANCE 1172

LAND USE	PHASE 1A	PHASE 1B	PHASE 2	PHASE 3	PHASE 4	TOTAL
SITE ACREAGE	64.86 AC.	66.00 AC.	107.2 AC.	59.05 AC.	20.92 AC	318.03 AC
TOWNHOME LOTS	0	0	76	0	0	76
35' ALLEY LOADED LOTS	0	56	50	0	0	106
40' ALLEY LOADED LOTS	57	83	124	68	0	332
40' FRONT LOADED LOTS	0	0	0	0	95	95
50' ALLEY LOADED LOTS	3	0	0	0	0	3
50' FRONT LOADED LOTS	59	53	96	79	0	287
60' ALLEY LOADED LOTS	3	0	0	0	0	3
60' FRONT LOADED LOTS	13	12	32	15	0	72
ALLEY STREET (LF)	1,703 LF	3,937 LF	5,712 LF	1,816 LF	0	13,168 LF
50' R.O.W. LOCAL STREET (LF)	2,770 LF	5,783 LF	13,535 LF	5,306 LF	2,729 LF	30,123 LF
60' R.O.W. COLLECTOR STREET (LF)	2,078 LF	0 LF	769 LF	1,291 LF	0	4,138 LF
70' R.O.W. ARTERIAL STREET (LF)	1,659 LF	2,460 LF	0 LF	0 LF	0	4,119 LF
DENSITY (LOTS/AC)	2.07	3.09	3.53	2.74	4.54	3.19

Single Family Product Type Distribution			
Product Type	Distribution	Min.	Max. Allocation
Townhome/Patio Home	7.8%	5%	18%
Detached Alley Loaded (35' and up)	45.6%	27%	70%
<b>Total</b>	<b>53.4%</b>	<b>45%</b>	<b>70%</b>
Detached Front Loaded (40'49')	9.8%	0%	10%
Detached Front Loaded (50-59')	29.5%	23%	48%
Detached Front Loaded (60' and up)	7.3%	7%	32%
<b>Total</b>	<b>46.6%</b>	<b>30%</b>	<b>55%</b>

**Owners:** RASTEGAR PROPERTY  
**Address:** 1705 S. CAPITAL OF TEXAS HWY, 4TH FLOOR  
 AUSTIN, TX 78746  
**Phone:** (512) 580-3480 **Fax:** N/A  
**Acreage:** 318.030  
**Survey:** A0135 ROBERT CARSON SURVEY AND A0367 ALBERT PACE SURVEY

**Number of lots and proposed use (if more than one use is planned for the lots, provide land use summary showing # of lots are planned for each use):** SEE ADJACENT LAND USE SUMMARY TABLE  
**Date:** 09/09/2021  
**Surveyor:** DION P. ALBERTSON  
**Phone:** (210)-581-3600 **Fax:** N/A  
**Engineer:** CHRIS RAWLS  
**Phone:** (512)-879-0426 **Fax:** N/A



**SUBMITTED BY**

*CHRIS RAWLS*  
 SEAL & SIGNATURE OF PROFESSIONAL ENGINEER  
 DATE: 4/5/2022

CHRISTOPHER R. RAWLS, P.E.  
 BGE, INC. TBPE NO. F-1046  
 1701 DIRECTORS BLVD, SUITE 1000  
 AUSTIN, TEXAS 78728  
 (512) 879-0400 (MAIN)



**BGE, Inc.**  
 1701 Directors Blvd, Suite 1000  
 Austin, TX 78744  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPE Registration No. F-1046

LEON BARRBA, CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

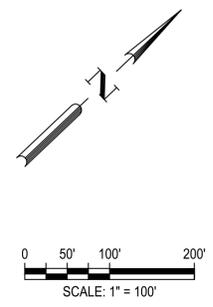
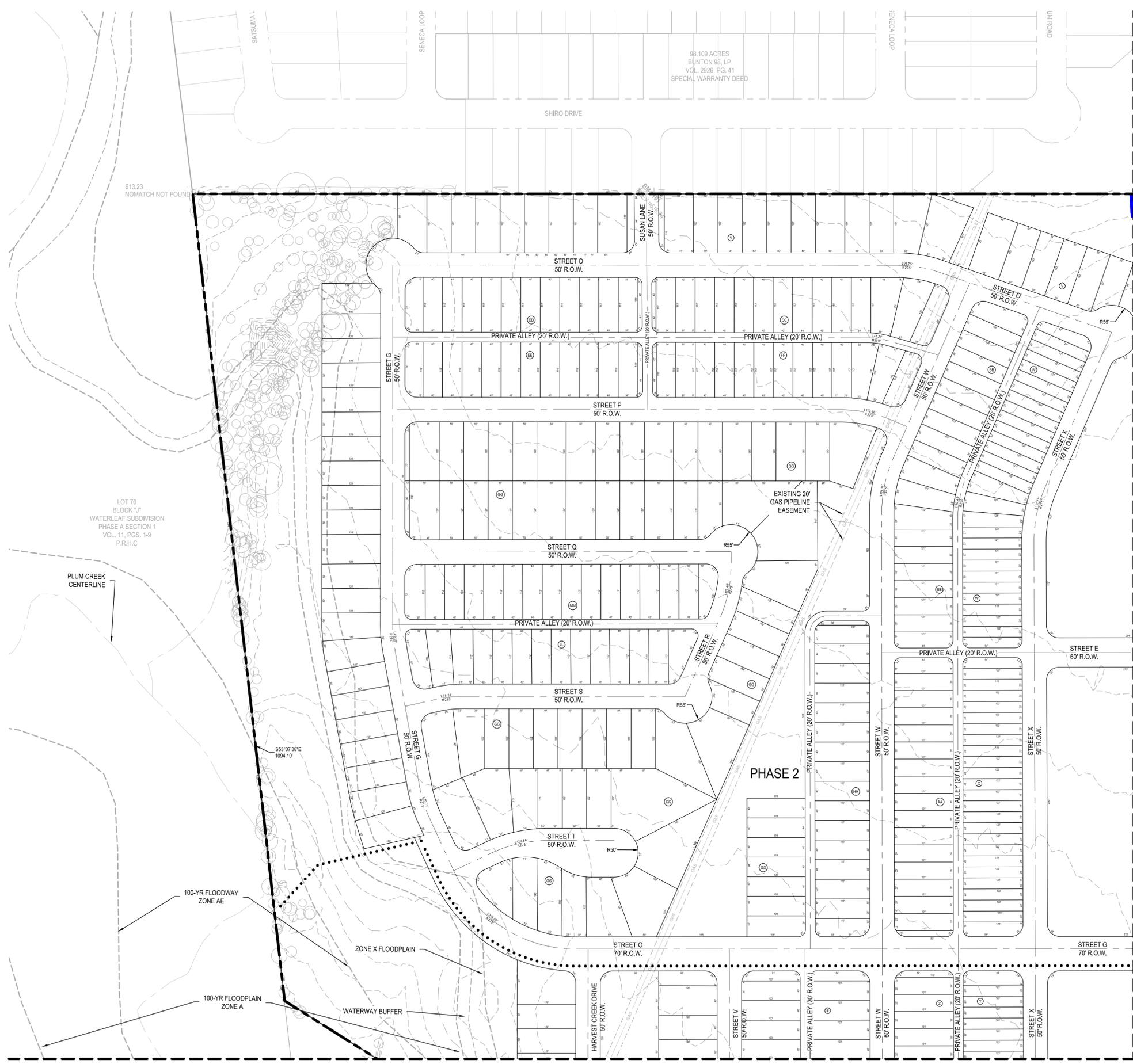
HARPER WILDER, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

SHEET  
REFERENCE  
NUMBER

SHEET 1 OF 16



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**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	LOT NUMBER
	BLOCK DESIGNATION

- NOTES**
- THIS SUBDIVISION IS ENCRACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48209C0405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
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	DATE
	REV
DESIGNED BY: JM	DESCRIPTION
REVIEWED BY: CR	
DRAWN BY: JM	

**BGE, INC.**  
 1701 DIRECTORS BOULEVARD, SUITE 1000  
 AUSTIN, TX 78744  
 TYPE Registration No. F-1046  
 TEL: 512-979-9400 www.bge.com

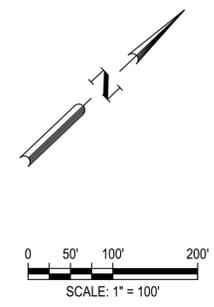
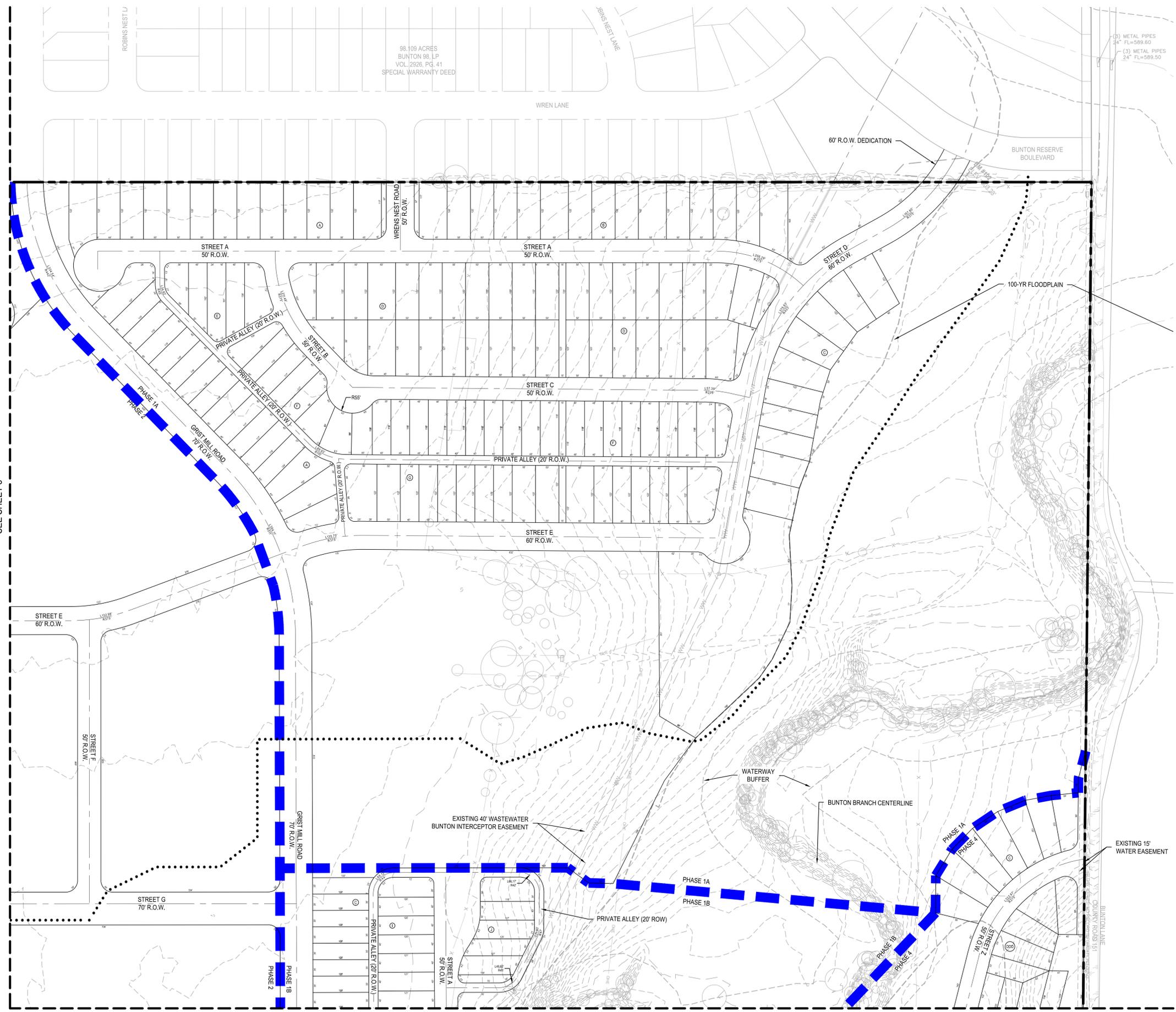
**700 BUNTON  
 KYLE, TEXAS**

PRELIMINARY PLAN (1 OF 4)

SUBMITTAL DATE: 01/01/2021	4/5/22
SHEET 3 OF 16	

G:\TXC\Projects\Bastega\700-00-Bunton\LD01\_CADD\01\_Site\Preliminary Plan\SP-PRELIM-PHASING.dwg Layout: PRELIMINARY PLAN (2 OF 4) - Plotted: 4/5/2022 8:21:14 AM

MATCH LINE  
SEE SHEET 8



**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	LOT NUMBER
	BLOCK DESIGNATION

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MATCH LINE  
SEE SHEET 10

DESIGNED BY:	JM
REVIEWED BY:	CR
DRAWN BY:	JM

**BGE**

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1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TYPE Registration No. F-1046  
TEL: 01-877-9400 www.bge.com

700 BUNTON  
KYLE, TEXAS  
PRELIMINARY PLAN (2 OF 4)

01/01/2021  
DATE: 01/01/2021

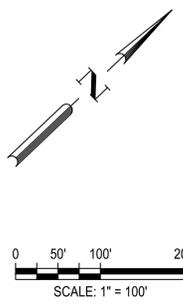
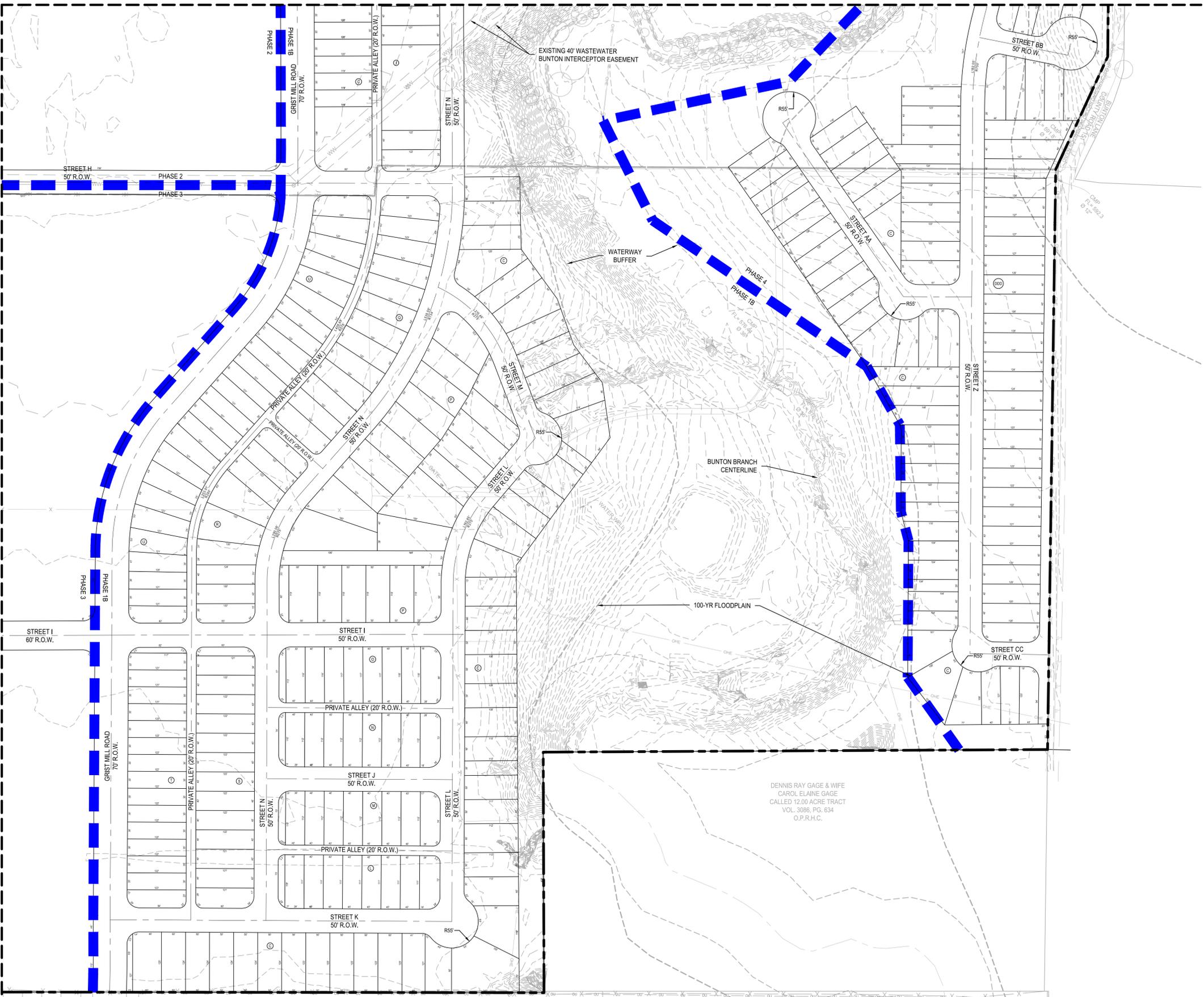
4/5/22

CHRISTOPHER R. RAWLS  
124994  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS

SHEET  
4 OF 16

REV	DESCRIPTION	DATE	APR

MATCH LINE  
SEE SHEET 9



**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	LOT NUMBER
	BLOCK DESIGNATION

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MATCH LINE  
SEE SHEET 11

RANCH ROAD HARVEST CREEK, LLC  
CALLED 34.083 ACRES  
DOC. NO. 20044120  
O.P.R.H.C.

DENNIS RAY GAGE & WIFE  
CAROL ELAINE GAGE  
CALLED 12.00 ACRE TRACT  
VOL. 3086, PG. 634  
O.P.R.H.C.

NO.	DATE	DESCRIPTION

DESIGNED BY: JM  
REVIEWED BY: CR  
DRAWN BY: JM



**BGE, INC.**  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TYPE Registration No. F-1046  
TEL: 512-979-9400 www.bge.com

**700 BUNTON  
KYLE, TEXAS**  
PRELIMINARY PLAN (3 OF 4)

SUBMITTAL DATE: 01/01/2021



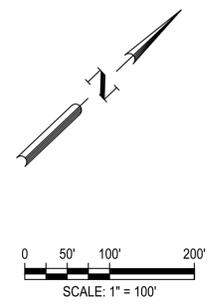
SHEET  
5 OF 16

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**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	LOT NUMBER
	EXISTING WASTEWATER LINE
	EXISTING WASTEWATER MANHOLE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED FORCE MAIN
	PROPOSED WASTEWATER MANHOLE
	PROPOSED FIRE HYDRANT

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  - BLUE REFLECTORS SHALL BE PLACED CENTERED IN ROADWAYS TO INDICATE HYDRANT LOCATIONS. IN LOCATIONS WHERE HYDRANTS ARE SITUATED ON CORNERS, BLUE MARKERS SHALL BE INSTALLED ON BOTH APPROACHES TO THE HYDRANT.

MATCH LINE  
SEE SHEET 9

MATCH LINE  
SEE SHEET 11

DATE	APR
REV	DESCRIPTION
DESIGNED BY:	JM
REVIEWED BY:	CR
DRAWN BY:	JM

**BGE**

BGE, INC.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TYPE Registration No. F-1046  
TEL: 512-979-9400 www.bge.com

**700 BUNTON  
KYLE, TEXAS**

**PRELIMINARY WATER PLAN (1 OF 4)**

SUBMITTAL DATE: 01/01/2021

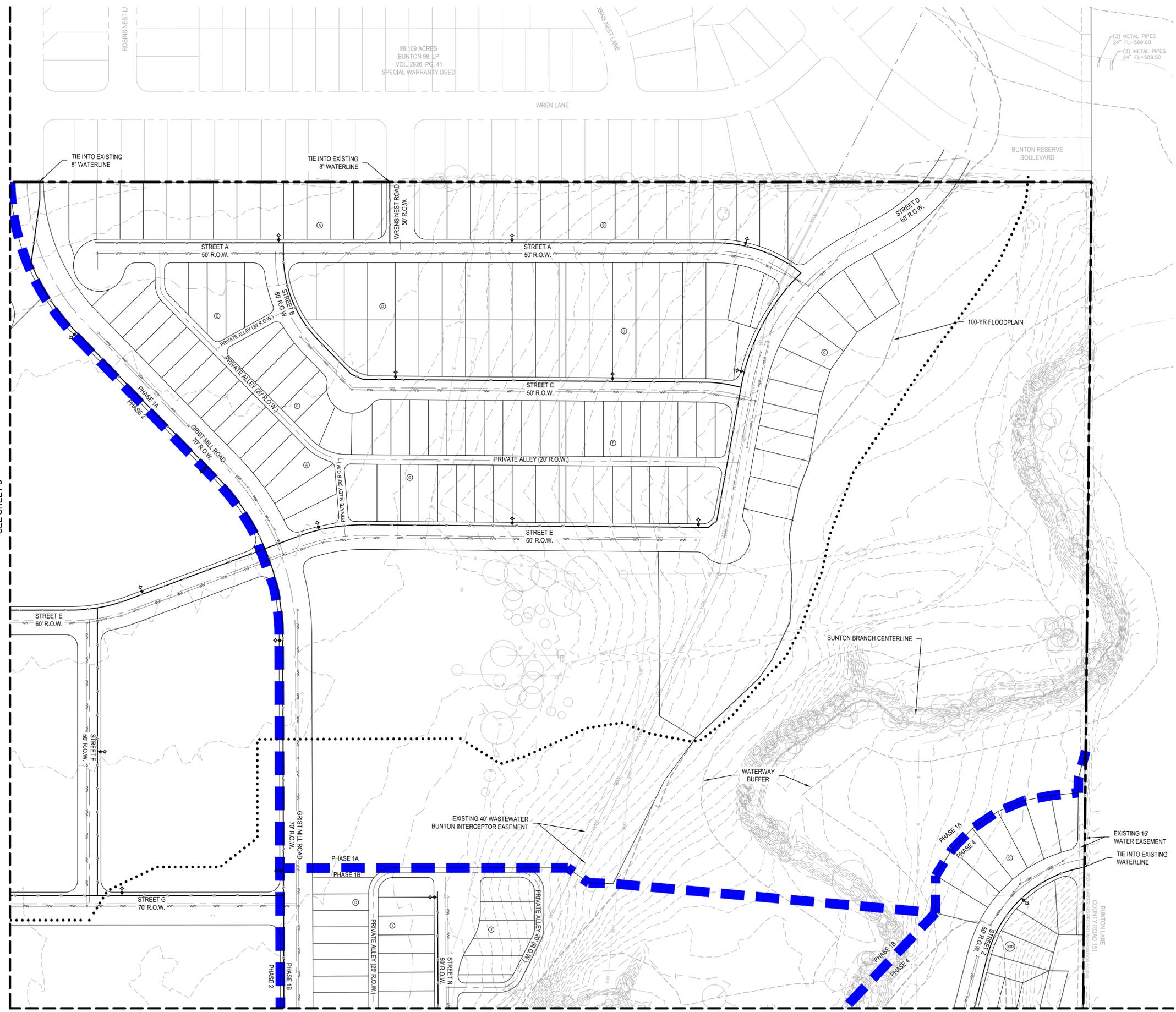
4/5/22

CHRISTOPHER R. RAWLS  
124994  
PROFESSIONAL ENGINEER

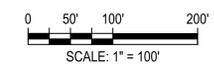
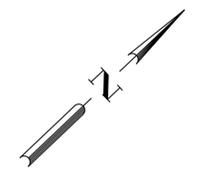
SHEET  
8 OF 16

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MATCH LINE  
SEE SHEET 8



MATCH LINE  
SEE SHEET 10



**LEGEND**

- PROPERTY BOUNDARY
- RIGHT OF WAY
- LOT LINE
- EASEMENT
- PHASE LINE
- VYBE TRAIL
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- 10 --- LOT NUMBER
- EXISTING WASTEWATER LINE
- EXISTING WASTEWATER MANHOLE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED FORCE MAIN
- PROPOSED WASTEWATER MANHOLE
- PROPOSED FIRE HYDRANT

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NO.	DATE	REV	DESCRIPTION

DESIGNED BY: JM  
 REVIEWED BY: CR  
 DRAWN BY: JM



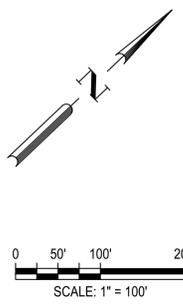
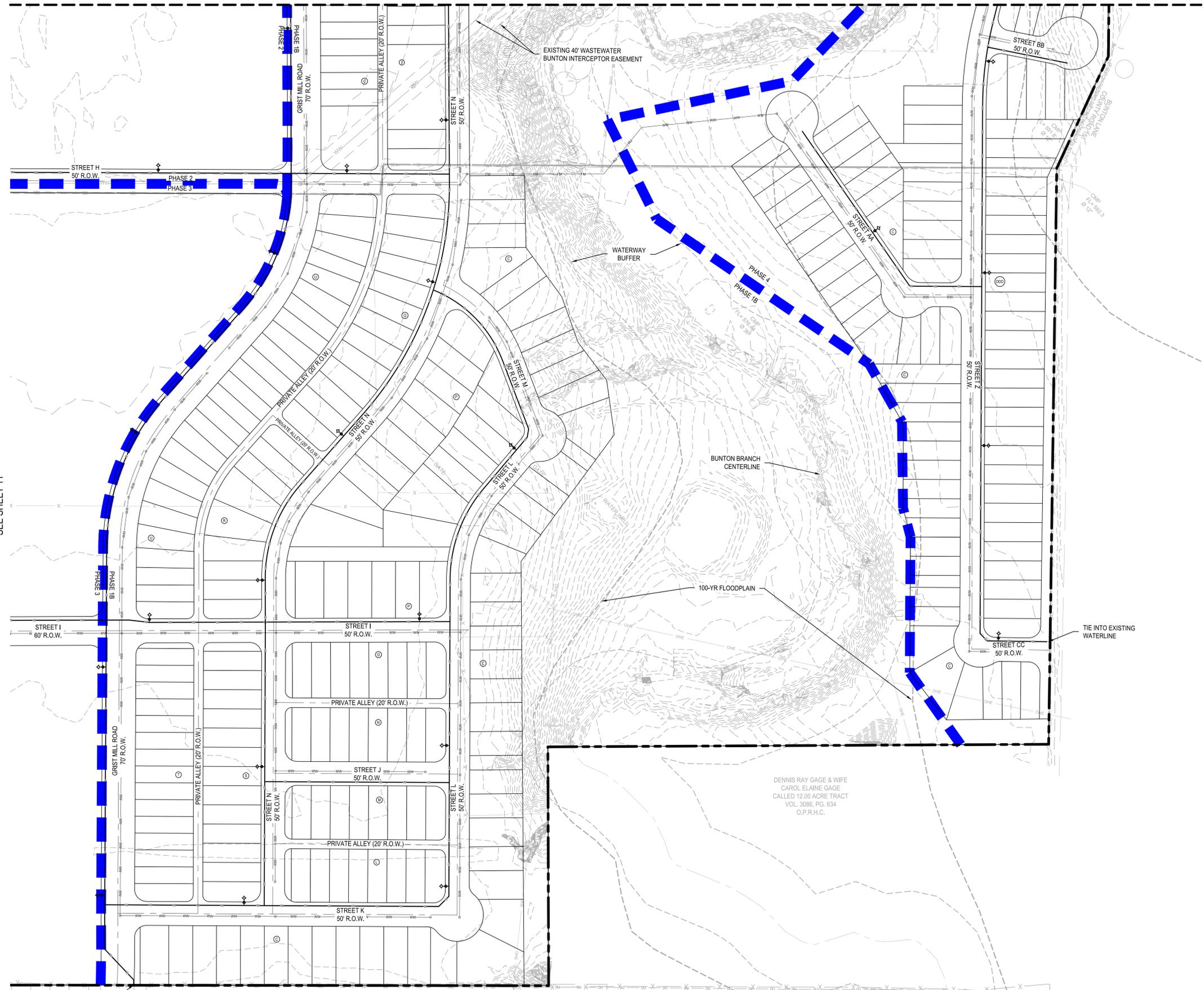
**BGE, INC.**  
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 TYPE Registration No. F-1046  
 TEL: 512-979-9400 www.bgeenergy.com

**700 BUNTON  
 KYLE, TEXAS**  
 PRELIMINARY WATER PLAN (2 OF 4)

SUBMITTAL DATE: 01/01/2021



MATCH LINE  
SEE SHEET 9



**LEGEND**

- PROPERTY BOUNDARY
- RIGHT OF WAY
- LOT LINE
- EASEMENT
- PHASE LINE
- VYBE TRAIL
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- LOT NUMBER
- EXISTING WASTEWATER LINE
- EXISTING WASTEWATER MANHOLE
- PROPOSED WATER LINE
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11. FIRE APPARATUS ACCESS ROADS LESS THAN 32' FOC-FOC REQUIRE 'NO PARKING' SIGNAGE OR MARKINGS. IF ROAD WIDTH IS LESS THAN 26' FOC-FOC, 'NO PARKING' IS REQUIRED ON BOTH SIDES OF THE STREET.
12. BLUE REFLECTORS SHALL BE PLACED CENTERED IN ROADWAYS TO INDICATE HYDRANT LOCATIONS. IN LOCATIONS WHERE HYDRANTS ARE SITUATED ON CORNERS, BLUE MARKERS SHALL BE INSTALLED ON BOTH APPROACHES TO THE HYDRANT.

MATCH LINE  
SEE SHEET 11

TIE INTO EXISTING  
8" WATERLINE

RANCH ROAD HARVEST CREEK, LLC  
CALLED 34.083 ACRES  
DOC. NO. 20044120  
O.P.R.H.C.

DENNIS RAY GAGE & WIFE  
CAROL ELAINE GAGE  
CALLED 12.00 ACRE TRACT  
VOL. 3086, PG. 634  
O.P.R.H.C.

NO.	DESCRIPTION	REV	DATE	APR

DESIGNED BY: JM  
REVIEWED BY: CR  
DRAWN BY: JM

**BGE**

BGE, INC.  
1701 DIRECTORS BOULEVARD, SUITE 1000  
AUSTIN, TX 78744  
TYPE Registration No. F-1046  
TEL: 01-877-9400 www.bgeinc.com

700 BUNTON  
KYLE, TEXAS  
PRELIMINARY WATER PLAN (3 OF 4)

SUBMITTAL DATE: 01/01/2021

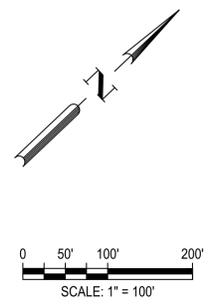
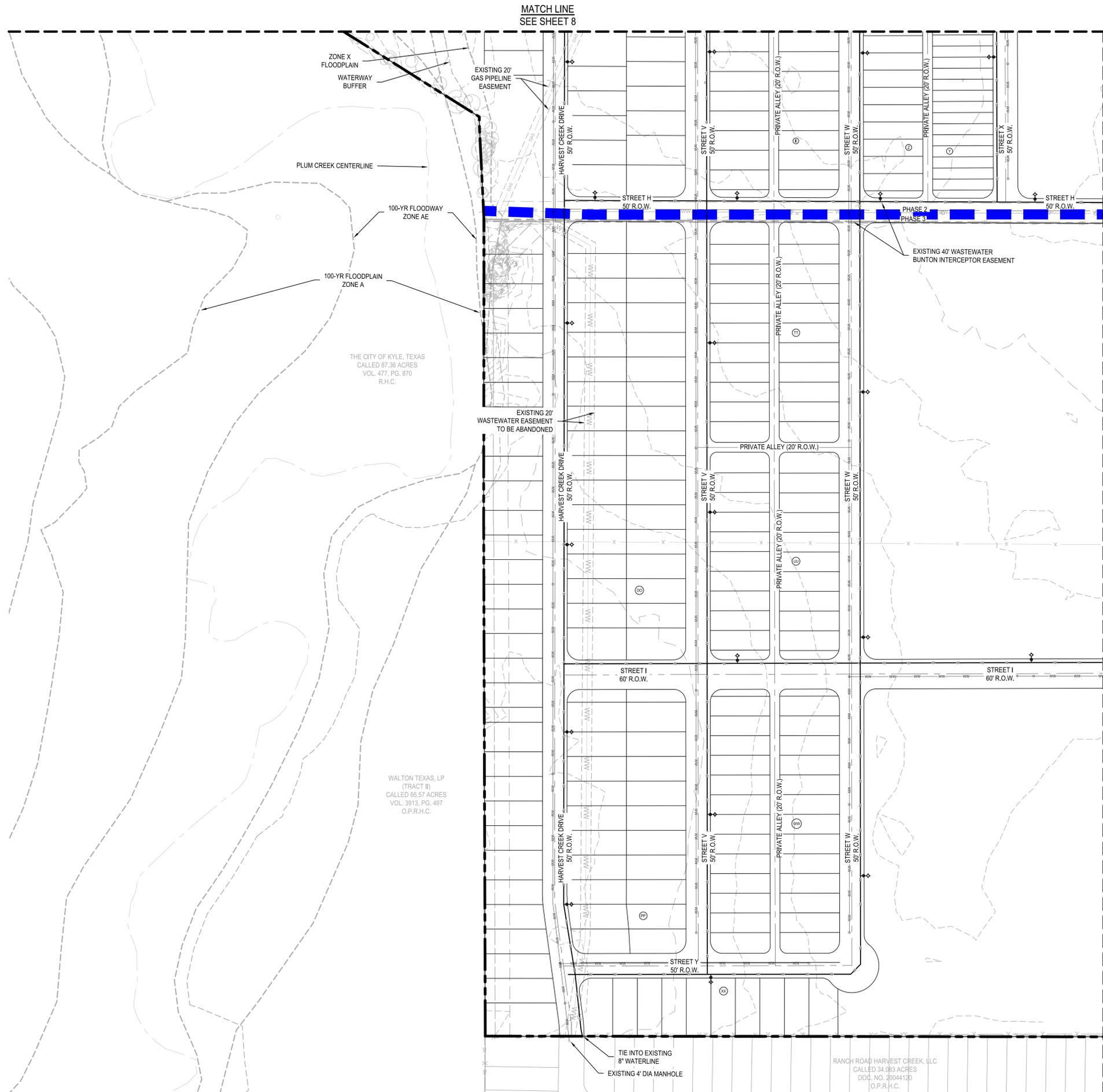
01/15/22

STATE OF TEXAS  
CHRISTOPHER R. RAWLS  
124994  
LICENSED PROFESSIONAL ENGINEER  
HAYS COUNTY

SHEET  
10 OF 16

G:\TXC\Projects\Pastega\700-00-Bunton\LD01\_CADD\01\_Shs\ Preliminary Plan\SP-PRELIM-WATER.dwg Layout: PRELIMINARY WATER PLAN (3 OF 4) Plotted: 4/5/2022 8:23:06 AM

G:\TXC\Projects\Rastega\700-00-Bunton\LD01\_CADD\01\_Sha\Preliminary Plan\C-SP-PRELIM-WATER.dwg Layout: PRELIMINARY WATER PLAN (4 OF 4) Plotted: 4/5/2022 8:23:22 AM



**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	LOT NUMBER
	EXISTING WASTEWATER LINE
	EXISTING WASTEWATER MANHOLE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED FORCE MAIN
	PROPOSED WASTEWATER MANHOLE
	PROPOSED FIRE HYDRANT

- NOTES**
- THIS SUBDIVISION IS ENCLOSED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 482000405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
  - NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
  - THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
  - MAINTENANCE OF EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
  - SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
  - ALL ALLEYS IN THIS SUBDIVISION ARE PRIVATE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.**
  - POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS THE OFFICES OF THE OWNER OR OPERATOR AND MADE AVAILABLE FOR REVIEW BY THE CITY.
  - LOCATIONS OF WATER/WASTEWATER LINES AND APPURTENANCES ARE APPROXIMATE, AND CONSTRUCTION DOCUMENTS MUST BE APPROVED PRIOR TO PLACEMENT.
  - ALL PROPOSED WATER AND WASTEWATER LINES SHOWN AS 8" UNLESS OTHERWISE NOTED.
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  - FIRE APPARATUS ACCESS ROADS LESS THAN 32' FOC-FOC REQUIRE 'NO PARKING' SIGNAGE OR MARKINGS. IF ROAD WIDTH IS LESS THAN 26' FOC-FOC, 'NO PARKING' IS REQUIRED ON BOTH SIDES OF THE STREET.
  - BLUE REFLECTORS SHALL BE PLACED CENTERED IN ROADWAYS TO INDICATE HYDRANT LOCATIONS. IN LOCATIONS WHERE HYDRANTS ARE SITUATED ON CORNERS, BLUE MARKERS SHALL BE INSTALLED ON BOTH APPROACHES TO THE HYDRANT.

	DATE: APR
	DESCRIPTION
	REV
DESIGNED BY: JM	
REVIEWED BY: CR	
DRAWN BY: JM	

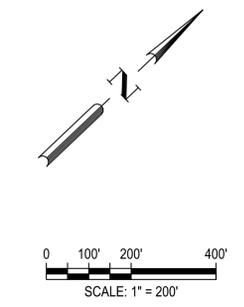
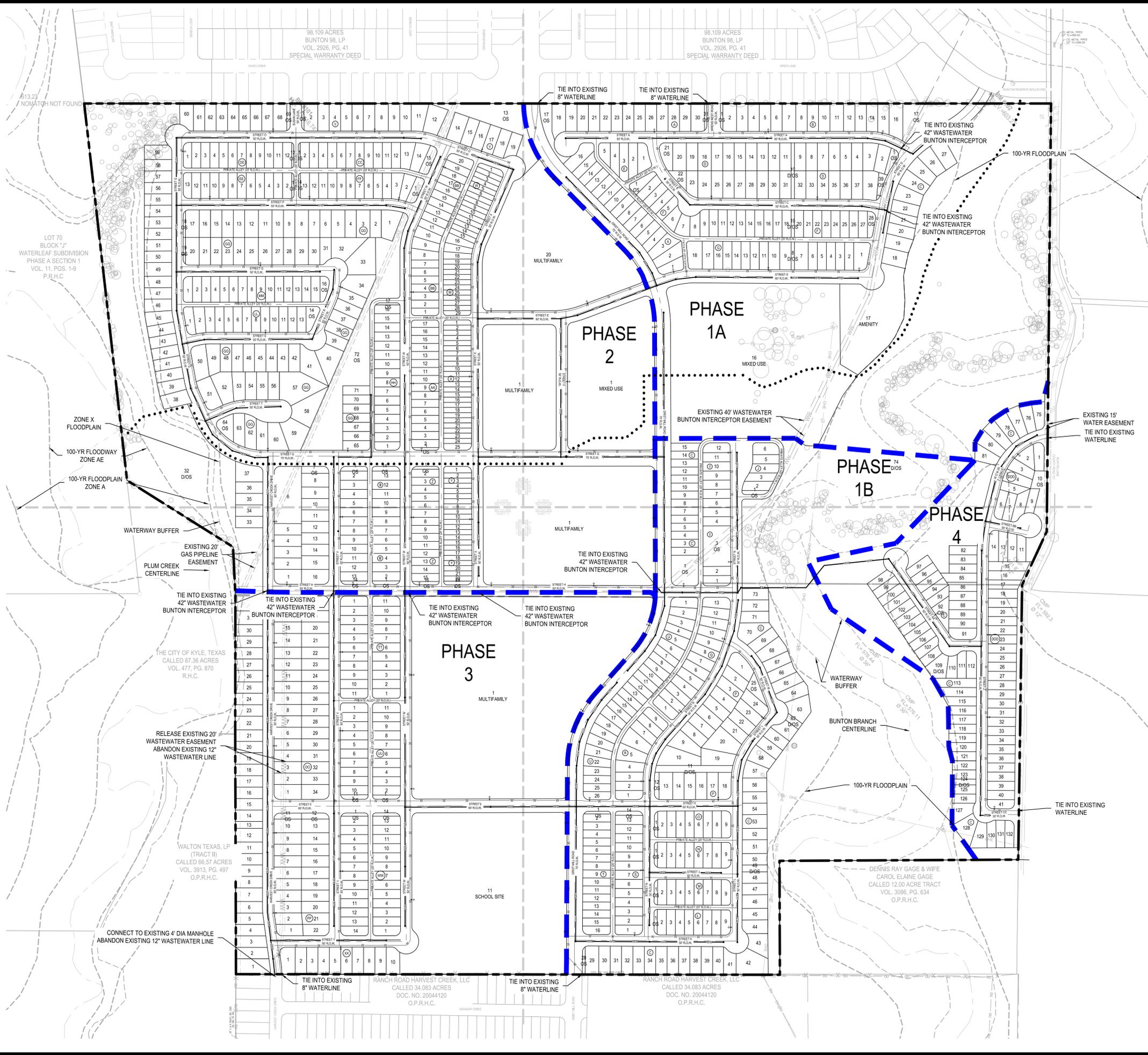
**BGE, INC.**  
 1701 DIRECTORS BOULEVARD, SUITE 1000  
 AUSTIN, TX 78744  
 TYPE Registration No. F-1046  
 TEL: 512-979-9400 www.bge.com

**700 BUNTON  
 KYLE, TEXAS**

PRELIMINARY WATER PLAN (4 OF 4)

SUBMITTAL DATE: 01/01/2021	4/5/22
SHEET 11 OF 16	

G:\TXC\Projects\Bunton\700-00-Bunton\LD01\_CADD\01\_Sha-Prelim\WATERPLAN OVERALL.dwg Layout: PRELIMINARY WASTEWATER PLAN OVERALL Plotset: 4/4/2022 6:51:14 PM



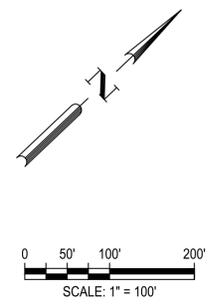
**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	YBEB TRAIL
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	LOT NUMBER
	EXISTING WASTEWATER LINE
	EXISTING WASTEWATER MANHOLE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	PROPOSED FORCE MAIN
	PROPOSED WASTEWATER MANHOLE
	PROPOSED FIRE HYDRANT

- NOTES**
1. THIS SUBDIVISION IS ENCLOSED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48209C0405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
  2. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
  3. THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
  4. MAINTENANCE OF EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
  5. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
  6. ALL ALLEYS IN THIS SUBDIVISION ARE PRIVATE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
  7. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS THE OFFICES OF THE OWNER OR OPERATOR AND MADE AVAILABLE FOR REVIEW BY THE CITY.
  8. LOCATIONS OF WATER/WASTEWATER LINES AND APPURTENANCES ARE APPROXIMATE, AND CONSTRUCTION DOCUMENTS MUST BE APPROVED PRIOR TO PLACEMENT.
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  11. FIRE APPARATUS ACCESS ROADS LESS THAN 32' FOC-FOC REQUIRE 'NO PARKING' SIGNAGE OR MARKINGS. IF ROAD WIDTH IS LESS THAN 26' FOC-FOC, 'NO PARKING' IS REQUIRED ON BOTH SIDES OF THE STREET.
  12. BLUE REFLECTORS SHALL BE PLACED CENTERED IN ROADWAYS TO INDICATE HYDRANT LOCATIONS. IN LOCATIONS WHERE HYDRANTS ARE SITUATED ON CORNERS, BLUE MARKERS SHALL BE INSTALLED ON BOTH APPROACHES TO THE HYDRANT.
  13. ANY LIFT STATIONS REQUIRED FOR WASTEWATER COLLECTION ON THE SITE WILL BE PRIVATELY OWNED AND MAINTAINED.

<p><b>700 BUNTON KYLE, TEXAS</b></p> <p><b>PRELIMINARY WASTEWATER PLAN OVERALL</b></p>	<p>DATE: APR</p> <p>DESCRIPTION:</p> <p>DESIGNED BY: JM</p> <p>REVIEWED BY: CR</p> <p>DRAWN BY: JM</p>
<p><b>BGE, INC.</b> 1701 DIRECTORS BOULEVARD, SUITE 1000 AUSTIN, TX 78744 TYPE Registration No. F-1046 TEL: 512-797-9400 www.bge.com</p>	<p>01/01/2021</p> <p>4/5/22</p> <p>CHRISTOPHER R. RAWLS 124994 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS</p>
<p>SHEET 12 OF 16</p>	

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**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	PHASE LINE
	VYBE TRAIL
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	LOT NUMBER
	EXISTING WASTEWATER LINE
	EXISTING WASTEWATER MANHOLE
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NO.	DESCRIPTION	DATE	REV

DESIGNED BY: JM  
 REVIEWED BY: CR  
 DRAWN BY: JM

**BGE**

BGE, INC.  
 1701 DIRECTORS BOULEVARD, SUITE 1000  
 AUSTIN, TX 78744  
 TYPE Registration No. F-1046  
 TEL: 512-979-9400 www.bgeinc.com

**700 BUNTON  
 KYLE, TEXAS**

**PRELIMINARY WASTEWATER PLAN (1 OF 4)**

SUBMITTAL DATE: 01/01/2021

15/22

CHRISTOPHER R. RAWLS  
 124994  
 LICENSED PROFESSIONAL ENGINEER  
 IN THE STATE OF TEXAS

SHEET  
 13 OF 16









# CITY OF KYLE, TEXAS

Resubdivision of Plum Creek Phase  
1, Lot 1, Block A (SUB-22-0250)

Meeting Date: 5/10/2022  
Date time: 6:30 PM

**Subject/Recommendation:** Resubdivision of Plum Creek Phase 1, Lot 1, Block A, Business Park (SUB-22-0250)  
5.01 acres; 2 lots located at 1670 Kohler's Crossing.

Staff Proposal to P&Z: Approve.

**Other Information:** See attached.

**Legal Notes:** N/A

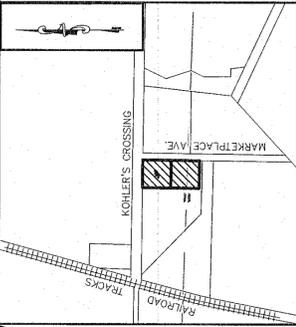
**Budget Information:** N/A

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**ATTACHMENTS:**

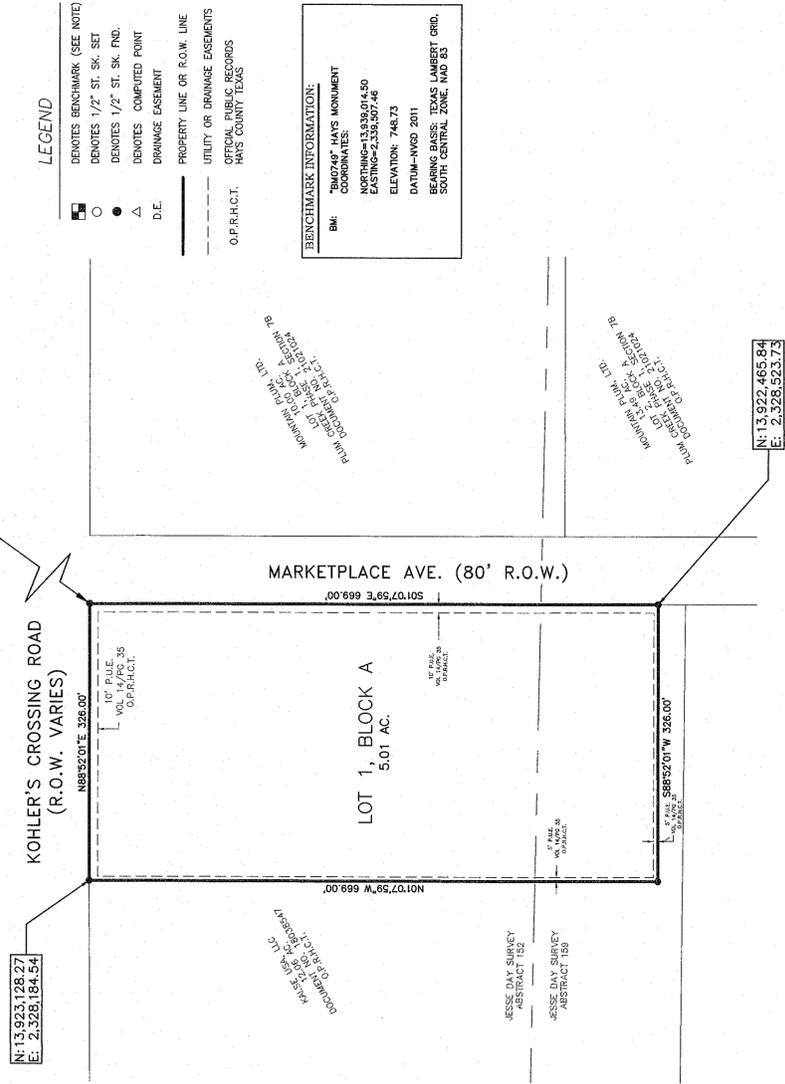
**Description**

□ Plat



**RESUBDIVISION OF  
PLUM CREEK, PHASE I  
LOT 1, BLOCK A,  
BUSINESS PARK**  
5.01 ACRES  
VOLUME 14, PAGES 34-35  
PLAT RECORDS, HAYS COUNTY, TEXAS

LOCATION MAP  
SCALE: 1"=1,000'



N: 13,923,128.27  
E: 2,328,184.54

KOHLER'S CROSSING ROAD  
(R.O.W. VARIES)

MARKETPLACE AVE. (80' R.O.W.)

LOT 1, BLOCK A  
5.01 AC.

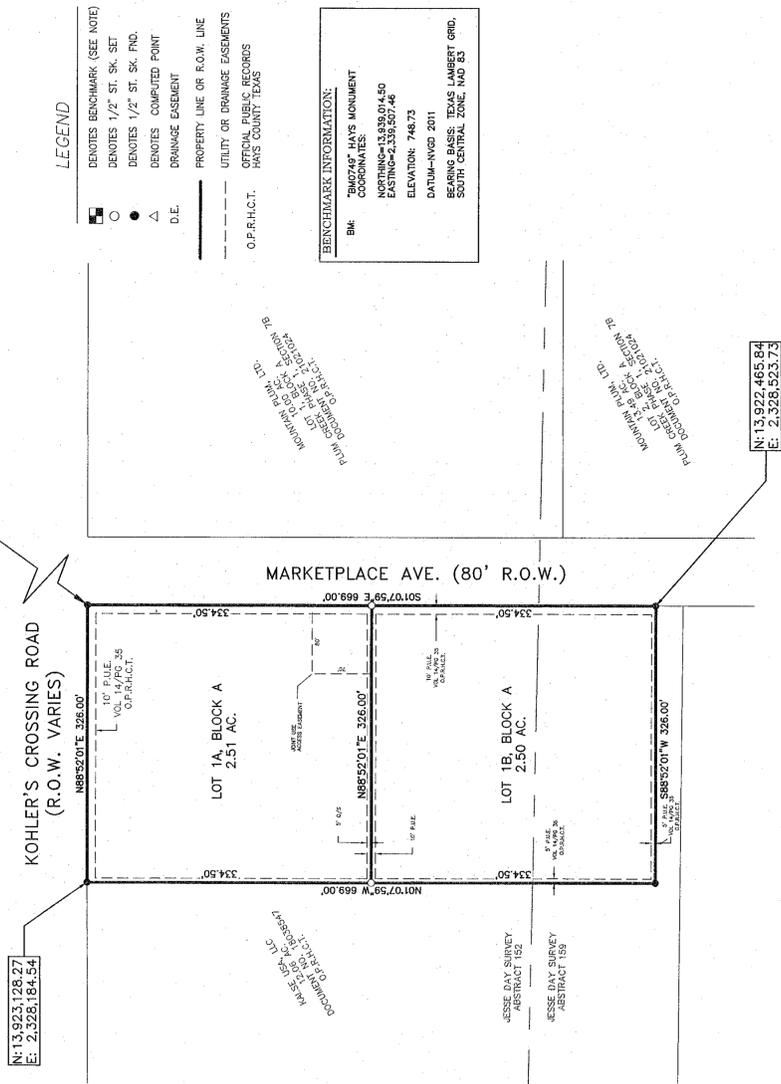
N: 13,922,465.84  
E: 2,326,523.73

**PLAT OF  
PLUM CREEK, PHASE I  
LOT 1, BLOCK A  
BUSINESS PARK**

FOR REVIEW ONLY  
DATE: 4-20-22

SHEET 1 OF 3

**RESUBDIVISION OF  
PLUM CREEK, PHASE I  
LOT 1, BLOCK A,  
BUSINESS PARK**  
5.01 ACRES  
VOLUME 14, PAGES 34-35  
PLAT RECORDS, HAYS COUNTY, TEXAS



N: 13,923,128.27  
E: 2,328,184.54

KOHLER'S CROSSING ROAD  
(R.O.W. VARIES)

MARKETPLACE AVE. (80' R.O.W.)

LOT 1A, BLOCK A  
2.51 AC.

LOT 1B, BLOCK A  
2.50 AC.

N: 13,922,465.84  
E: 2,326,523.73

**RESUBDIVISION OF  
PLUM CREEK, PHASE I  
LOT 1, BLOCK A  
BUSINESS PARK**

FOR REVIEW ONLY  
DATE: 4-20-22

SHEET 2 OF 3

**RESUBDIVISION OF  
PLUM CREEK, PHASE I  
LOT 1, BLOCK A,  
BUSINESS PARK**

5.01 ACRES  
VOLUME 14, PAGES 34-35  
PLAT RECORDS, HAYS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF HAYS §

RSI, INC. HEREBY PRESENTS THAT RSI, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS WITH ITS HOME OFFICES AT 1470 KUILERS CROSSING, KYLE, TX 78640, OWNER OF 5.01 ACRES OF LAND OUT OF THE JESSE DAY SURVEY, ABSTRACT 152 AND THE JESSE DAY SURVEY, ABSTRACT 159, HAYS COUNTY, TEXAS, AS CONVEYED BY INSTRUMENT NO. 4928C0270F, VOLUME 14, PAGES 34-35, PLAT RECORDS, HAYS COUNTY, TEXAS, AND PART OF VOLUME 3226, PAGE 888, HAYS COUNTY DEED RECORDS, DOES HEREBY SUBDIVIDE 3.55 ACRES OF LAND OUT OF THE JESSE DAY SURVEY, ABSTRACT 152 AND 1.06 ACRES OUT OF THE JESSE DAY SURVEY, ABSTRACT 159, TO BE KNOWN AS THE RESUBDIVISION OF PLUM CREEK, PHASE I, LOT 1, BLOCK A, BUSINESS PARK, HAYS COUNTY, TEXAS. THE PLAT OF THE RESUBDIVISION HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON. IN WITNESS WHEREOF THE SAID RSI, INC. HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS CORPORATE TITLE, RSI, INC. AND THEREUNTO DULY AUTHORIZED.

HARSH MALKANI, DIRECTOR OF TECHNOLOGY  
RSI, INC. 1470 KUILERS CROSSING  
KYLE, TX 78640-6032

STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_ BY HARSH MALKANI, DIRECTOR OF TECHNOLOGY OF RSI, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

**SURVEYOR:**  
STATE OF TEXAS §

COUNTY OF BEAR §  
I, \_\_\_\_\_, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT THE SURVEY WAS MADE BY AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

FERRESE E. LUGGS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4180  
CELLO SURVEYING, FIRM REGISTRATION NO.10192875  
10000 W. LOOP WEST, SUITE 100  
SAN ANTONIO, TEXAS 78259  
OFFICE (512) 635-4857

**ENGINEER:**  
STATE OF TEXAS §

COUNTY OF HAYS §  
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

HUGO ELZONDO, JR.  
REGISTERED PROFESSIONAL ENGINEER NO. 69781  
REGISTERED PROFESSIONAL ENGINEER FIRM NO. F-5524  
3801 KYLE CROSSING, SUITE A  
KYLE, TEXAS 78640  
(512) 512-5046; EXT. 1

**PLAT NOTES:**

1. THIS SUBDIVISION LIES WITHIN THE JURISDICTION OF THE CITY OF KYLE.
2. THIS SUBDIVISION DOES NOT LIE WITHIN THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. THIS PROPERTY FALLS WITHIN THE PLUM CREEK CONSERVATION DISTRICT.
4. FLOOD HAZARD NOTE: THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOODPLAIN AS INDICATED ON THE NATIONAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL NO. 4928C0270F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS.
5. UTILITY INFORMATION:  
CITY OF KYLE  
WATER  
SEWER  
ELECTRICITY: PEDERNALES ELECTRIC COOP  
GAS: CENTREPOINT ENERGY
6. THIS SUBDIVISION IS LOCATED IN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
7. THIS SITE IS SERVED BY HAYS COUNTY EMERGENCY SERVICE DISTRICT NO. 5.
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG STREET/ROAD FRONTAGE BY THE LOT OWNER AS PART OF SITE DEVELOPMENT.
9. NO OBJECT INCLUDING BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERRECTED WITHIN DRAINAGE EASEMENTS.
10. PUBLIC WATER AND WASTEWATER LINES MUST BE CONSTRUCTED AND ACCEPTED BY CITY OF KYLE PRIOR TO OCCUPANCY OF ANY BUILDING(S) ON LOT 1A OR 1B, BLOCK A.
11. SET BACK LINES SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
12. PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN AND CITY OF KYLE ORDINANCE 508 AND 511.

CITY OF KYLE:  
STATE OF TEXAS §

COUNTY OF HAYS §  
I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF KYLE SUBDIVISION ORDINANCE AND HEREBY RECOMMEND APPROVAL.

HARPER WILDER  
DIRECTOR OF PUBLIC WORKS

STATE OF TEXAS §  
COUNTY OF HAYS §

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ALEX GUERRA  
PLANNING AND ZONING COMMISSION, CHAIRPERSON

STATE OF TEXAS §  
COUNTY OF HAYS §

I, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF "RESUBDIVISION OF PLUM CREEK, PHASE I, LOT 1, BLOCK A, BUSINESS PARK SUBDIVISION", WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022. SAID ACTION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF KYLE, TEXAS.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TRANS MITCHELL  
MAYOR

ATTEST:  
JENNIER HOLM  
CITY SECRETARY

STATE OF TEXAS §  
COUNTY OF HAYS §

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

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO. \_\_\_\_\_ WITNESS MY HAND

AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

FOR REVIEW ONLY

DATE: 4-20-22



# CITY OF KYLE, TEXAS

## Gregg Garden Preliminary Plan - (SUB-22-0239)

**Meeting Date: 5/10/2022**  
**Date time:6:30 PM**

**Subject/Recommendation:** Gregg Garden Preliminary Plan (SUB-22-0239) 47.07 acres; 159 single family lots, 42 multi-family units, 3 commercial lots, 20 drainage/open space lots, 2 easements, 1 right-of-way, and 3 right-of-way dedications for property located near the northwest intersection of Veteran's Drive and Gregg Road.

Staff Proposal to P&Z: Approve.

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### **Description**

- Preliminary Plan

**GENERAL NOTES**

1. THE PROVISIONS OF THE CITY OF KYLE DEVELOPMENT CODE AND THE PROVISIONS OF THE APPROVED DEVELOPER AGREEMENT SHALL GOVERN THIS PROJECT.
2. SUBJECT PROPERTY IS WITHIN THE CITY OF KYLE, TEXAS; AND ALL DEVELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF KYLE ZONING/SUBDIVISION ORDINANCE AND THE DEVELOPMENT AGREEMENT APPROVED JULY 17, 2019, INCLUDING AMENDMENTS.
3. WATERSHED STATUS – THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH–PLUM CREEK WATERSHED.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
5. NO PORTION OF THIS SITE IS LOCATED WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOODPLAIN AS IDENTIFIED ON MAP NO. [48209C0385F], DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
6. THIS SITE IS LOCATED WITHIN THE HAYS COUNTY ESD #5 (KYLE FIRE).
7. THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR THE 100-YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHTS OF WAY.
8. NO OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OF LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS. FENCES ARE ALLOWED ALONG LOT LINED ONLY, PROVIDED THEY DO NOT OBSTRUCT FLOW FOR SURFACE USE DRAINAGE EASEMENTS.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
10. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
11. OPERATIONS AND MAINTENANCE OF THE DETENTION POND FACILITIES SERVING ALL SINGLE FAMILY LOTS WILL BE OWNED AND OPERATED BY THE HOMEOWNER ASSOCIATION.
12. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS, EXCEPT ALLEYS MULTIFAMILY PRIVATE DRIVEWAY WHICH WILL BE PRIVATE, UNLESS OTHERWISE NOTED.
13. ALL ALLEYS AND MULTIFAMILY PRIVATE DRIVEWAY IN THIS SUBDIVISION ARE PRIVATE AND SHALL BE DEEDED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS FOLLOWS: LOCAL STREETS, 4' BOTH SIDES, COLLECTOR STREETS, 6' BOTH SIDES. SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
15. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OFF ALL STREETS. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED (ORD. #439, ARTICLE V, SEC.10).
16. OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
17. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO SECTION 2.02 OF THE DEVELOPMENT AGREEMENT AND BE COMPLIANT WITH THE CITY OF KYLE ZONING ORDINANCE.  
 ZONING DISTRICT R-1-A: FRONT: 25'; INTERIOR SIDE: 2'; CORNER LOT: 10'; REAR: 15'  
 ZONING DISTRICT R-1-3: FRONT: 20'; INTERIOR SIDE: 5'; CORNER LOT: 10'; REAR: 10'  
 ZONING DISTRICT R-1-T: FRONT: 3'; INTERIOR SIDE: 3'; CORNER LOT: 15'; REAR: 3'  
 ZONING DISTRICT RS: FRONT: 25'; INTERIOR SIDE: 10'; CORNER LOT: 15'; REAR: 15'
18. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
19. MUNICIPAL UTILITY EASEMENTS TO BE USED FOR UTILITY SERVICE PROVIDED TO LOTS WITHIN THIS SUBDIVISION ONLY; NOT ALLOWED FOR PASS-THRU OF PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT.
20. FOR ALL SUBDIVISIONS NOT IN THE PLUM CREEK CREEK PUD: A FIFTEEN (15) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT MUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT MUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS. FOR ALL SUBDIVISIONS LOCATED IN THE PLUM CREEK PUD: A SEVEN AND A HALF (7.5) FOOT PUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW.
21. ALL EXISTING EASEMENTS ARE SHOWN AND NOTED ON THE PLAT.

**Table 1. Lot Summary Table**

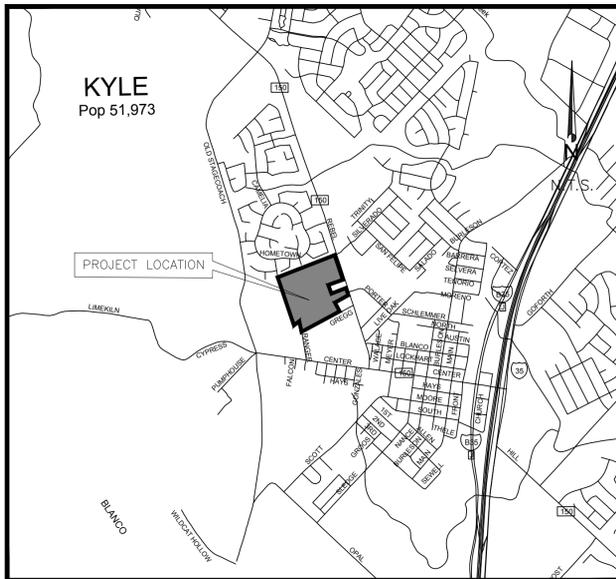
Lot Type	Number of Lots	Area (Ac.)
Single Family: R-1-A Zoning	84	11.37
Single Family: R-1-3 Zoning	75	10.84
Multifamily: R-1-T Zoning	44	2.33
Commercial: RS Zoning	3	7.59
Drainage/Open Space	20	3.14
Easements	2	0.32
ROW	1	9.89
ROW Dedication	3	1.59
<b>Total</b>	<b>232</b>	<b>47.07</b>

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

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

# PRELIMINARY PLAN GREGG GARDENS

KYLE, HAYS COUNTY, TEXAS



PROJECT LOCATION: N.T.S.

SUBMITTAL DATE: xx/xx/2021

**SITE DESCRIPTION, ZONING & PROPOSED USE:**

LEGAL DESCRIPTION: A SUBDIVISION OF 47.070 ACRES IN THE JOHN PHARASS SURVEY NO. 13, ABSTRACT NO. 361 HAYS COUNTY, TEXAS

TOTAL ACREAGE: 47.070 AC.

ZONING : CITY OF KYLE PUD ORD. NO. 1028

<b>Owners:</b>	KY-TEX PROPERTIES		
<b>Address:</b>	1259 OLD STAGECOACH ROAD KYLE, TX 78640		
<b>Phone:</b>	(512)-268-3129	<b>Fax:</b>	N/A
<b>Acreage:</b>	47.070		
<b>Survey:</b>	A0361 JOHN PHARASS SURVEY, ACRES 0.50		
<b>Number of lots and proposed use (if more than one use is planned for the lots, provide land use summary showing # of lots are planned for each use):</b> SEE ABOVE LAND USE SUMMARY TABLE			
<b>Date:</b>	08/16/2021		
<b>Surveyor:</b>	JONATHAN O. NOBLES		
<b>Engineer:</b>	CHRIS RAWLS	<b>Phone:</b>	(210)-879-0400
		<b>Fax:</b>	N/A
	<b>Phone:</b>	(512)-879-0426	<b>Fax:</b>
			N/A

**Sheet List Table**

Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL PRELIMINARY PLAN
3	PRELIMINARY UTILITY PLAN

**SUBMITTED BY**

*CHRIS RAWLS*

5/3/2022

SEAL & SIGNATURE OF PROFESSIONAL ENGINEER

DATE

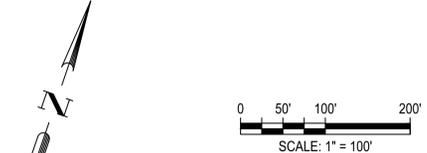
CHRISTOPHER R. RAWLS, P.E.  
BGE, INC. TBPE NO. F-1046  
1701 DIRECTORS BLVD, SUITE 1000  
AUSTIN, TEXAS 78728  
(512) 879-0400 (MAIN)



**BGE, Inc.**  
1701 Directors Blvd, Suite 1000  
Austin, TX 78744  
Tel: 512-879-0400 • www.bgeinc.com  
TBPE Registration No. F-1046

SHEET  
REFERENCE  
NUMBER

SHEET 1 OF 3



**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	LOT NUMBER
	JURISDICTIONAL WATERS - JD-1

**NOTES**

- NO PORTION OF THIS SITE IS LOCATED WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOODPLAIN AS IDENTIFIED ON MAP NO. [48209C0385F], DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
- THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
- TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITH IN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
- SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE, OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS THE OFFICES OF THE OWNER OR OPERATOR AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- LOCATIONS OF WATER/WASTEWATER LINES AND APPURTENANCES ARE APPROXIMATE, AND CONSTRUCTION DOCUMENTS MUST BE APPROVED PRIOR TO PLACEMENT.
- DEVELOPER TO DEDICATE 30' OF R.O.W. FOR FUTURE F.M.150 AND GREGG RD. IMPROVEMENTS AT TIME OF FINAL PLAT.
- IF EXCAVATION IS REQUIRED TO REPAIR PUBLIC INFRASTRUCTURE WITHIN PRIVATE DRIVES OR ALLEYS, CITY WILL BE RESPONSIBLE FOR BRINGING MATERIALS BACK TO EXISTING SURFACE, BUT NOT FOR REPLACING THE EXISTING SURFACE TREATMENT.

	DATE: APR
	DESCRIPTION: REV
DESIGNED BY:	
REVIEWED BY:	
DRAWN BY:	

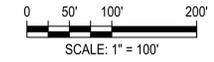
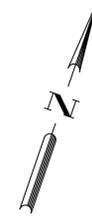
BGE Inc.  
 101 W. LOUIS BISHOP BLVD, SUITE 400  
 AUSTIN, TX 78728  
 TEL: 817-878-0400 www.bgeinc.com  
 TBPPE Registration No. F-1946

**GREGG GARDENS  
KYLE, TEXAS**

**OVERALL PRELIMINARY PLAN**

5/3/22

2 OF 3



**LEGEND**

	PROPERTY BOUNDARY
	RIGHT OF WAY
	LOT LINE
	EASEMENT
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING WASTEWATER MANHOLE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER LINE
	FIRE HYDRANT
	PROPOSED WASTEWATER MANHOLE

**NOTES**

- NO PORTION OF THIS SITE IS LOCATED WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOODPLAIN AS IDENTIFIED ON MAP NO. [482090385F], DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
- THIS SUBDIVISION IS LOCATED IN THE BUNTON BRANCH-PLUM CREEK WATERSHED.
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- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS THE OFFICES OF THE OWNER OR OPERATOR AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- LOCATIONS OF WATER/WASTEWATER LINES AND APPURTENANCES ARE APPROXIMATE, AND CONSTRUCTION DOCUMENTS MUST BE APPROVED PRIOR TO PLACEMENT.
- ALL PROPOSED WATER AND WASTEWATER LINES SHOWN AS 8" UNLESS OTHERWISE NOTED.
- IF EXCAVATION IS REQUIRED TO REPAIR PUBLIC INFRASTRUCTURE WITHIN PRIVATE DRIVES OR ALLEYS, CITY WILL BE RESPONSIBLE FOR BRINGING MATERIALS BACK TO EXISTING SURFACE, BUT NOT FOR REPLACING THE EXISTING SURFACE TREATMENT.

	DATE: APR
	DESCRIPTION
	REV
	DESIGNED BY:
	REVIEWED BY:
	DRAWN BY:
BGE Inc. 101 W. LOUIS BISHOP BLVD, SUITE 400 AUSTIN, TX 78728 TEL: 817-878-0400 www.bgeinc.com TBPPE Registration No. F-1946	
<b>GREGG GARDENS                  KYLE, TEXAS</b>	
PRELIMINARY UTILITY PLAN	
5/3/22	
3 OF 3	



# CITY OF KYLE, TEXAS

## Limestone Creek Phase 1 - Final Plat (SUB-21-0230)

Meeting Date: 5/10/2022  
Date time:6:30 PM

**Subject/Recommendation:** Limestone Creek Subdivision, Phase 1 - Final Plat (SUB-21-0230) 55.95 acres;183 residential lots, and 4 drainage easement lots located along Waterstone Boulevard, just east of East Post Road.

Staff Proposal to P&Z: Approve.

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### Description

□ Plat

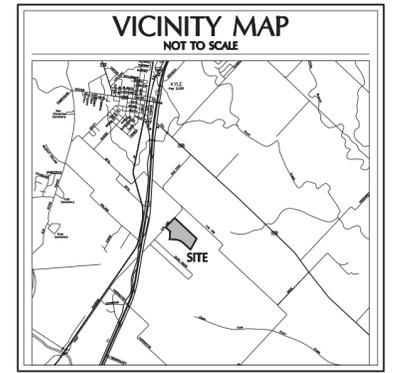
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 GRID N=13,913,354.87  
 GRID E=2,320,889.10

N25°45'41"W  
 13,611.11'

N45°29'38"W  
 3,000.48'

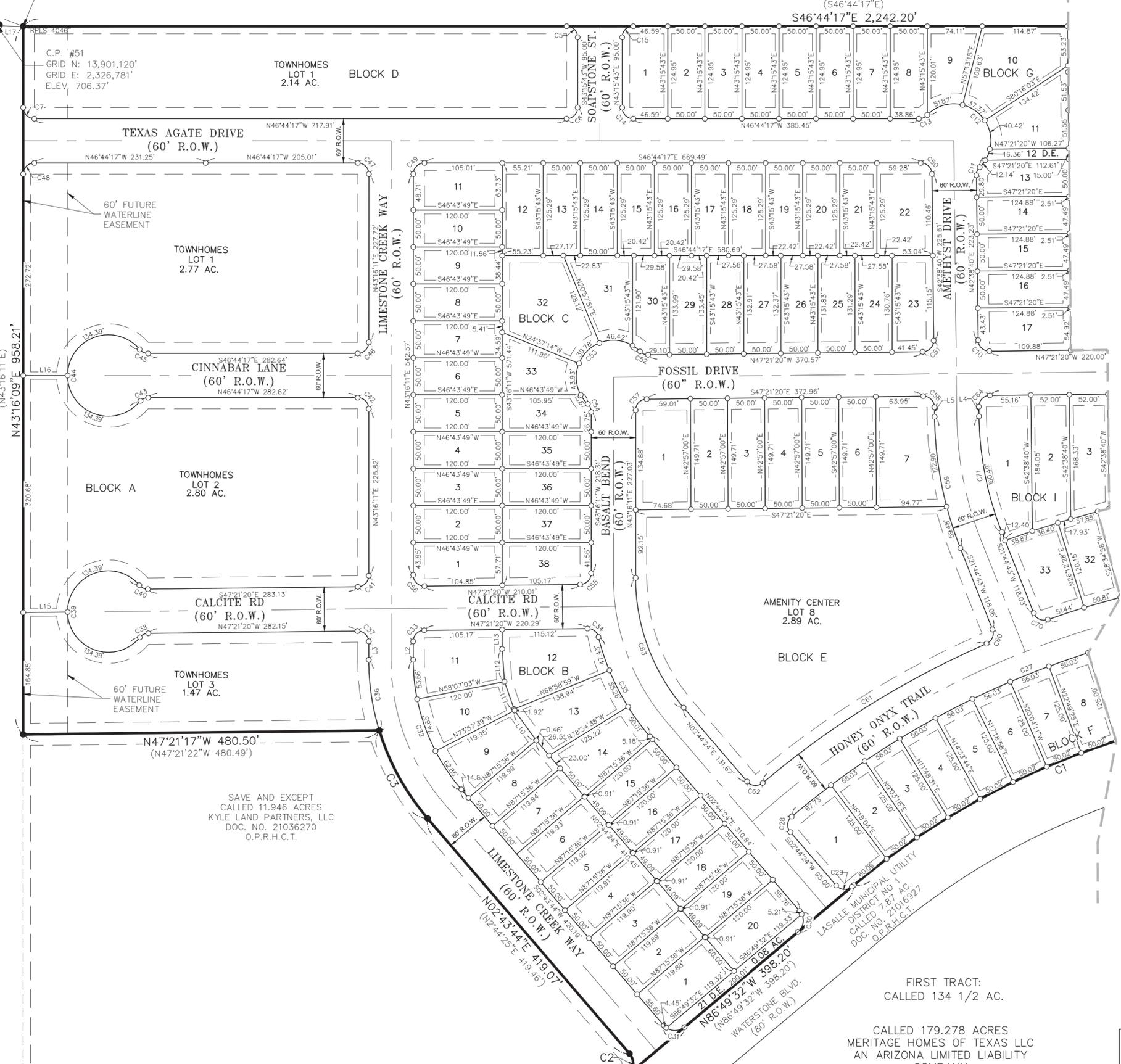
REFERENCE TIE TO HAYS COUNTY MONUMENT #M1307  
 GRID N=13,903,199.82  
 GRID E=2,324,664.92

CALLED 85.12 ACRES  
 MCPMT MANAGER, LLC  
 VOL. 2199, PG. 87, O.P.R.  
 DESCRIBED IN  
 VOL. 257, PG. 754



LEGEND	
	PHASE LINE
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	ADJOINER PROPERTY LINE
	1/2" IRON ROD WITH "DOUCET" CAP SET
	1/2" IRON ROD FOUND WITH CAP STAMPED "PAYNE 6064" [UNLESS NOTED]
	NAIL SET
	BENCHMARK FOUND
	P.O.B. POINT OF BEGINNING
	DOC. NO. DOCUMENT NUMBER
	VOL. VOLUME
	PG. PAGE
	R.O.W. RIGHT-OF-WAY
	M.U.E. MUNICIPAL UTILITY EASEMENT
	C.P. CONTROL POINT
	B.S.L. BUILDING SETBACK LINE
	O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
	D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
	AC. ACRES
	(.....) RECORD INFORMATION

CR. 148  
 (45' WIDE R.O.W.)  
 (VOL., PG. 205, P.R.H.C.T.)



MATCHLINE SHEET 2

SAVE AND EXCEPT  
 CALLED 11.946 ACRES  
 KYLE LAND PARTNERS, LLC  
 DOC. NO. 21036270  
 O.P.R.H.C.T.

AMENITY CENTER  
 LOT 8  
 2.89 AC.

FIRST TRACT:  
 CALLED 134 1/2 AC.

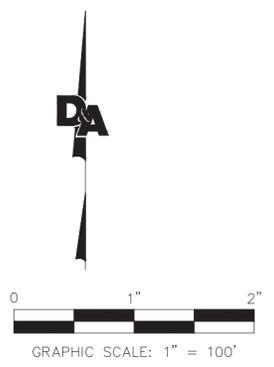
CALLLED 179.278 ACRES  
 MERITAGE HOMES OF TEXAS LLC  
 AN ARIZONA LIMITED LIABILITY  
 COMPANY  
 DOC. NO. 21036270  
 O.P.R.H.C.T.

# LIMESTONE CREEK SUBDIVISION PHASE 1

## CITY OF KYLE HAYS COUNTY, TEXAS

**Civil Engineering // Entitlements // Geospatial**  
 7401 B. Highway 71 W, Ste. 160  
 Austin, TX 78735, Tel: (512)-583-2600  
 www.doucetengineers.com  
 TBPE Firm Number: 3937  
 TBPE Firm Number: 10105800

Date:	03/04/2022
Scale:	1" = 100'
Drawn by:	SWP
Reviewer:	JB
Project:	1691-009
Sheet:	1 OF 3
Field Book:	N/A
Party Chief:	ADM
Survey Date:	09/28/2021

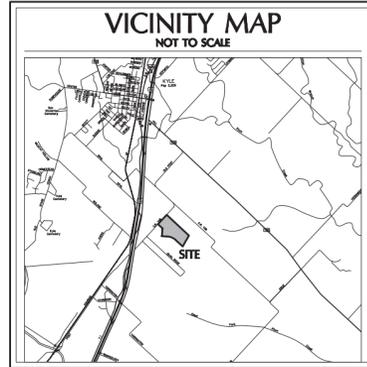


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	719.49'	1,040.74'	39°36'37"	N67°01'18"W	705.25'
C2	31.59'	20.00'	90°29'25"	N47°49'44"E	28.41'
C3	136.59'	330.03'	23°42'48"	N14°32'37"E	135.62'
C4	23.56'	15.00'	90°00'00"	N02°21'20"W	21.21'
C5	23.55'	14.92'	90°25'52"	S01°49'39"E	21.18'
C6	23.56'	15.00'	90°00'00"	S88°15'43"W	21.21'
C7	23.56'	14.98'	90°08'06"	N01°42'34"W	21.20'
C8	23.39'	14.92'	89°49'01"	S02°08'14"E	21.07'
C9	23.56'	15.00'	90°00'00"	S87°38'40"W	21.21'
C10	23.56'	15.00'	90°00'00"	N02°21'20"W	21.21'
C11	12.09'	15.00'	46°11'13"	N65°44'17"E	11.77'
C12	158.61'	50.00'	181°45'23"	N02°02'49"W	99.99'
C13	12.09'	15.00'	46°11'13"	N69°49'54"W	11.77'
C14	23.56'	15.00'	90°00'00"	N01°44'17"W	21.21'
C15	23.55'	14.92'	90°25'52"	N88°21'04"E	21.18'
C16	23.71'	14.92'	91°02'43"	S88°02'29"W	21.29'
C17	23.40'	15.00'	89°22'57"	S02°02'49"E	21.10'
C18	435.95'	330.00'	75°41'31"	S08°53'32"E	404.94'
C19	81.39'	330.00'	14°07'50"	S36°01'09"W	81.18'
C20	12.09'	15.00'	46°11'13"	S19°59'27"W	11.77'
C21	158.93'	50.00'	182°07'17"	S87°57'29"W	99.98'
C22	12.09'	15.00'	46°11'13"	N24°04'29"W	11.77'
C23	23.74'	15.00'	90°41'22"	S87°29'14"W	21.34'
C24	23.38'	15.00'	89°18'38"	S02°30'46"E	21.09'
C25	22.90'	15.00'	87°28'18"	N85°52'42"E	20.74'
C26	24.17'	15.00'	92°19'10"	N04°01'02"W	21.64'
C27	749.76'	1,165.74'	36°51'02"	N68°36'08"W	736.91'
C28	23.62'	15.00'	90°13'56"	S47°51'23"W	21.26'
C29	23.50'	15.00'	89°44'48"	S42°08'00"E	21.17'
C30	31.57'	20.00'	90°26'03"	N47°57'26"E	28.39'
C31	31.23'	19.78'	90°28'06"	S41°51'20"E	28.09'
C32	190.97'	270.26'	40°29'06"	S22°59'29"W	187.02'
C33	23.40'	15.00'	89°22'29"	S87°57'26"W	21.10'
C34	20.06'	15.00'	76°36'29"	N09°03'05"W	18.60'
C35	152.70'	330.00'	26°30'45"	N15°59'47"E	151.34'
C36	97.09'	330.24'	16°50'40"	N34°48'38"E	96.74'
C37	22.75'	15.06'	86°33'19"	N03°58'52"W	20.65'
C38	13.09'	15.00'	49°59'41"	N72°21'11"W	12.68'
C39	268.77'	55.00'	279°59'23"	N42°38'40"E	70.71'
C40	13.09'	15.00'	49°59'41"	S22°21'29"E	12.68'
C41	23.40'	15.00'	89°22'29"	N87°57'26"E	21.10'
C42	23.56'	15.00'	90°00'29"	N01°44'03"W	21.21'
C43	13.08'	15.08'	49°42'59"	N71°44'08"W	12.68'
C44	268.77'	55.00'	279°59'23"	N43°15'43"E	70.71'
C45	13.09'	14.97'	50°05'32"	S21°44'27"E	12.68'
C46	23.56'	15.00'	89°59'31"	N88°15'57"E	21.21'
C47	23.56'	15.00'	90°00'29"	N01°44'03"W	21.21'
C48	23.56'	14.99'	90°03'41"	S88°15'00"W	21.21'
C49	23.56'	15.00'	89°59'31"	N88°15'57"E	21.21'
C50	23.40'	15.00'	89°22'57"	S02°02'49"E	21.10'
C51	23.56'	15.00'	90°00'00"	S87°38'40"W	21.21'
C52	12.09'	15.00'	46°11'13"	N24°15'43"W	11.77'
C53	158.61'	50.00'	181°44'55"	S87°57'26"W	99.99'
C54	12.09'	15.00'	46°11'13"	S20°10'35"W	11.77'
C55	23.40'	15.00'	89°22'29"	S87°57'26"W	21.10'
C56	23.73'	15.00'	90°37'31"	N02°02'34"W	21.33'
C57	23.40'	15.00'	89°22'29"	N87°57'26"E	21.10'
C58	23.56'	15.00'	90°00'00"	S02°21'20"E	21.21'
C59	182.38'	500.00'	20°53'57"	S32°11'42"W	181.37'
C60	23.01'	15.00'	87°54'03"	S65°41'45"W	20.82'
C61	357.07'	1,225.74'	16°41'26"	N78°41'57"W	355.80'
C62	23.51'	15.00'	89°47'04"	N42°09'08"W	21.17'
C63	190.99'	270.00'	40°31'47"	N23°00'18"E	187.03'
C64	23.56'	15.00'	90°00'00"	S87°38'40"W	21.21'
C65	78.85'	330.00'	13°41'27"	N54°12'03"W	78.67'
C66	23.56'	15.00'	90°00'00"	N16°02'47"W	21.21'
C67	66.59'	270.00'	14°07'50"	N36°01'09"E	66.42'
C68	23.50'	15.00'	89°44'51"	N87°57'29"E	21.17'
C69	407.08'	1,225.74'	19°01'43"	S56°40'57"E	405.22'
C70	23.02'	15.00'	87°56'32"	S22°13'33"E	20.83'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S29°04'59"W	145.04'
L2	S43°16'11"W	24.80'
L3	N43°16'11"E	24.83'
L4	S42°38'40"W	13.04'
L5	S42°38'40"W	13.04'
L6	N61°02'47"W	68.57'
L7	S28°57'13"W	0.06'
L8	N61°02'47"W	68.57'
L9	N28°57'13"E	26.94'
L10	N07°20'23"E	50.16'
L11	N23°57'39"E	41.35'
L12	N39°26'50"E	44.29'
L13	S40°15'57"E	34.63'
L14	S43°16'11"W	26.37'
L15	S35°50'51"E	91.35'
L16	S47°21'20"E	60.00'
L17	N44°49'30"W	33.31'

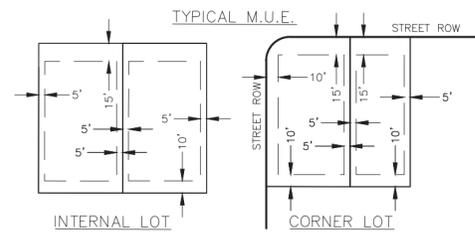
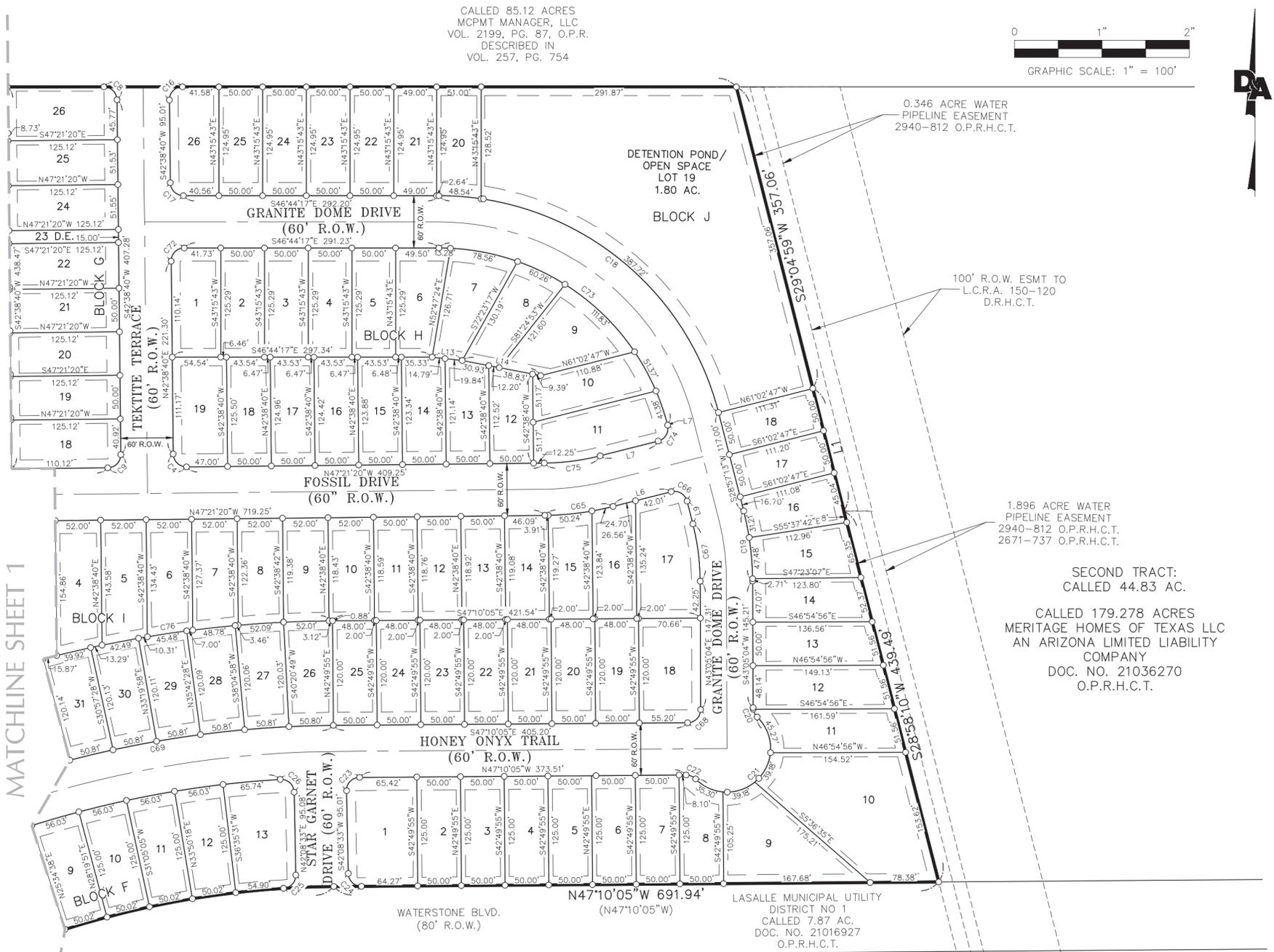
**LEGEND**

- PHASE LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- - - ADJOINER PROPERTY LINE
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- 1/2" IRON ROD FOUND WITH CAP STAMPED "PAYNE 6064" (UNLESS NOTED)
- ▲ NAIL SET
- BENCHMARK FOUND
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- M.U.E. MUNICIPAL UTILITY EASEMENT
- C.P. CONTROL POINT
- B.S.L. BUILDING SETBACK LINE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
- AC. ACRES
- (.....) RECORD INFORMATION



RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	719.49'	1,040.74'	39°36'37"	N67°01'18"W	705.25'
(C2)	31.57'	20.00'	90°25'45"	N47°57'26"E	28.39'
(C3)	136.16'	330.03'	23°38'22"	N14°33'37"E	135.20'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C71	160.49'	440.00'	20°53'57"	S32°11'42"W	159.61'
C72	23.72'	15.00'	90°37'03"	N87°57'11"E	21.33'
C73	356.69'	270.00'	75°41'31"	S08°53'32"E	331.31'
C74	23.56'	15.00'	90°00'00"	S73°57'13"W	21.21'
C75	64.52'	270.00'	13°41'27"	N54°12'03"W	64.36'
C76	464.88'	1,343.31'	19°49'42"	N57°04'56"W	462.56'



LIMESTONE CREEK  
SUBDIVISION  
PHASE 1  
CITY OF KYLE  
HAYS COUNTY, TEXAS

**DOUCET**  
Civil Engineering // Entitlements // Geospatial  
7401 B. Highway 71 W, Ste. 160  
Austin, TX 78735, Tel: (512)-583-2600  
www.doucetengineers.com  
TBPE Firm Number: 3937  
TBPELS Firm Number: 10105800

Date:	03/04/2022
Scale:	1" = 100'
Drawn by:	SWP
Reviewer:	JN
Project:	1691-009
Sheet:	2 OF 3
Field Book:	N/A
Party Chief:	ADM
Survey Date:	09/28/21

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

KNOWN ALL MEN BY THESE PRESENTS, THAT WE, MERITAGE HOMES OF TEXAS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 8920 BUSINESS PARK DR., STE. 350, AUSTIN, TX 78759, BEING THE OWNERS OF 55.95 ACRES OF LAND IN THE JAMES W WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473, HAYS COUNTY, TEXAS, OF A CALLED 179.278 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 21036270, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 55.95 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

**LIMESTONE CREEK SUBDIVISION, PHASE 1**

IN WITNESS WHEREOF, TACK DEVELOPMENT LTD, HAVE CAUSED THESE PRESENTS TO BE

EXECUTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
 ELLIOT JONES, DIVISION VICE PRESIDENT DATE  
 MERITAGE HOMES OF TEXAS, LLC  
 8920 BUSINESS PARK DR.,  
 STE. 350,  
 AUSTIN, TX 78759

STATE OF TEXAS §  
 COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, ELLIOT JONES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSED AND CONSIDERATIONS THEREIN STATED.

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

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

HAYS COUNTY:  
 STATE OF TEXAS §  
 COUNTY OF HAYS §

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_

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

**PRELIMINARY**

\_\_\_\_\_  
 ELAINE HANSON CARDENAS, MBA, PHD, COUNTY CLERK  
 HAYS COUNTY, TEXAS

**CITY OF KYLE  
 APPROVAL CERTIFICATE**

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY THE PLANNING ZONING COMMISSION OF THE CITY OF KYLE, TEXAS.

\_\_\_\_\_  
 CHAIRMAN, PLANNING & ZONING COMMISSION DATE

\_\_\_\_\_  
 CIP & ENGINEERING DATE

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

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

**SURVEYOR'S CERTIFICATION:**

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

I, JOHN BARNARD, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

**PRELIMINARY**

\_\_\_\_\_  
 JOHN BARNARD 03/04/2022  
 REGISTERED PROFESSIONAL LAND SURVEYOR DATE  
 TEXAS REGISTRATION NO. 5749  
 DOUCET & ASSOCIATES, INC.  
 JBARNARD@DOUCETENGINEERS.COM

**ENGINEER'S CERTIFICATION:**

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

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

**PRELIMINARY**

\_\_\_\_\_  
 DAVOOD SALEK, P.E. 03/04/2022  
 TEXAS REGISTRATION NO. 87888 DATE  
 DOUCET & ASSOCIATES, INC.  
 7401B HIGHWAY 71 WEST, SUITE 160  
 AUSTIN, TEXAS 78735

**AREA TABLE:**

1. TOTAL LOT ACREAGE: 55.95 ACRES.  
 THIS PROJECT CONTAINS 187 LOTS, AVERAGING 0.22 AC. THERE ARE:  
 0 LOTS > 10 AC;  
 0 LOT BETWEEN 10 AC AND 5 AC;  
 4 LOTS BETWEEN 5 AC AND 2 AC;  
 1 LOTS BETWEEN 2 AC AND 1 AC;  
 182 LOTS < 1 AC.

2 THE TOTAL AREA OF R.O.W. IN THIS SUBDIVISION IS 13.41 ACRES.

3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 9,835 LINEAR FEET.

TOTAL ACREAGE: 55.95 ACRES.

**FLOOD NOTE:**

THIS PROPERTY IS LOCATED WITHIN UNSHADED ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 48209C0405F EFFECTIVE 09-02-2005 AND ISSUED BY FEMA FOR HAYS COUNTY, TEXAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER

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

**NOTES:**

1. THIS PROJECT IS IN THE FULL-PURPOSE JURISDICTION OF THE CITY OF KYLE, TEXAS.
2. PUBLIC SIDEWALKS, BUILT TO CITY OF KYLE STANDARDS, ARE REQUIRED ALONG ALL STREETS. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
3. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET SPECIFICATIONS.
4. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "MERITAGE HOMES OF TEXAS" OR ITS SUCCESSORS OR ASSIGNS.
5. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
6. PROPOSED ROADWAYS ARE TO BE PUBLIC
7. MINIMUM PAVEMENT WIDTH PER CITY OF KYLE CODE IS 28 FEET.
8. THE FOLLOWING HAYS COUNTY GPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

#M1307  
 ALUMINUM DISK IN  
 CONCRETE  
 GRID N=13,903,199.82  
 GRID E=2,324,664.92  
 ELEV: 767.15

#72  
 ALUMINUM DISK IN  
 CONCRETE  
 GRID N=13,913,354.87  
 GRID E=E=2,320,889.10  
 ELEV: 728.40

**BENCHMARK NOTE:**

BENCHMARK #52  
 ELEVATION: 706.11'  
 DESCRIPTION: 1/2" IRON ROD WITH CAP STAMPED "DOUCET" SET LOCATED APPROXIMATELY 33.31 FEET NORTHWEST FROM THE MOST NORTHERLY EAST CORNER OF THIS SUBDIVISION PHASE. [SHOWN HEREON]

STREET SUMMARY		
STREET NAME	R.O.W. WIDTH	LINEAR FEET
TEXAS AGATE DRIVE	60' R.O.W.	1,255
CINNABAR LANE	60' R.O.W.	386
CALCITE ROAD	60' R.O.W.	688
LIMESTONE CREEK WAY	60' R.O.W.	1,354
BASALT BEND	60' R.O.W.	815
FOSSIL DRIVE	60' R.O.W.	1,412
AMETHYST DRIVE	60' R.O.W.	706
SOAPSTONE STREET	60' R.O.W.	155
HONEY ONYX TRAIL	60' R.O.W.	1,327
STAR GARNET DRIVE	60' R.O.W.	155
TEKTITE TERRACE	60' R.O.W.	466
GRANITE DOME DRIVE	60' R.O.W.	1,116
	TOTAL	
		9,835

LOT SUMMARY	
TOTAL NUMBER OF BLOCKS	10
TOTAL NUMBER OF LOTS	186
RESIDENTIAL LOTS	183
DRAINAGE EASEMENT LOTS	4
TOTAL OVERALL ACREAGE	55.95

**LIMESTONE CREEK  
 SUBDIVISION  
 PHASE 1**

**CITY OF KYLE  
 HAYS COUNTY, TEXAS**

 <b>Civil Engineering // Entitlements // Geospatial</b> <b>7401 B. Highway 71 W, Ste. 160</b> <b>Austin, TX 78735, Tel: (512)-583-2600</b> <b>www.doucetengineers.com</b> <b>TBPE Firm Number: 3937</b> <b>TBPELS Firm Number: 10105800</b>	Date: 03/04/2022
	Scale: N/A
	Drawn by: SWP
	Reviewer: JB
	Project: 1691-009
	Sheet: 3 OF 3
	Field Book: N/A
Party Chief: ADM	
Survey Date: 09/28/2021	



# CITY OF KYLE, TEXAS

## Hillside Terrace - Zoning (Z-21-0090)

Meeting Date: 5/10/2022

Date time:6:30 PM

**Subject/Recommendation:** (Postponed 3/8/22) 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**

- Staff Report
- Delay Request
- Concept Plan
- PUD Standards
- Landowner Authorization Form
- Franchise Tax Account Status - 2
- Deed- FM 2001
- Deed - Hillside Terrace #1
- Deed - Hillside Terrace #2

**Property Location** 5260 Hillside Terrace, Buda, TX 78640

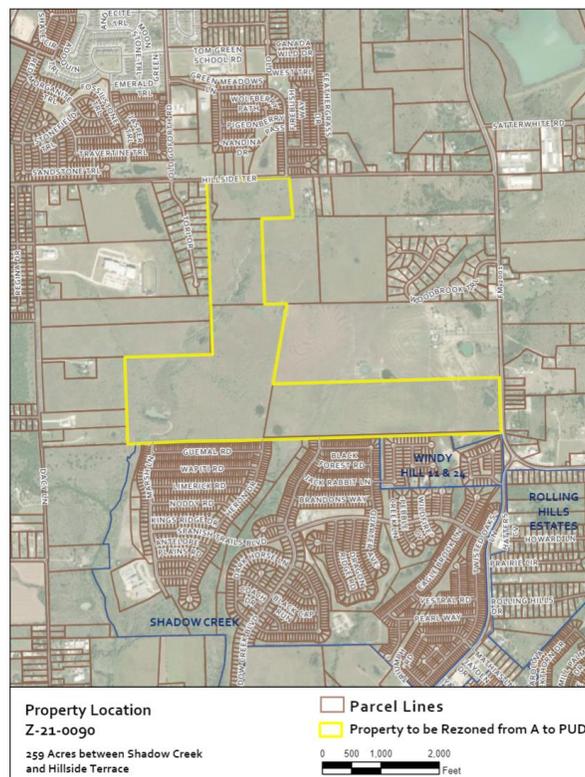
**Owner** Hillside Terrace Development, LLC  
Terry LaGrone  
2100 Northland Drive, Austin, TX 78756

Rio Oso Holdings, LLC  
Todd Burek  
22711 Fossil Park, San Antonio, TX 78261

**Agent** McLean & Howard LLP  
Jeffrey Howard  
901 S. MoPac Expy, Bldg II, Ste. 225  
Austin, TX 78746

**Request** Rezone 259 - Acres "A" (Agriculture) to "PUD"  
(Planned Unit Development)

### Vicinity Map



## Site Description

The site is located at 5260 Hillside Terrace, Buda, TX. The parcel is not yet fully annexed, but will be on May 17, 2022. At this time zoning will also be assigned. 5260 Hillside Terrace is a combination of two parcels with a total of 259-acres. It is entirely surrounded by a mix of residential uses that are also in the City's Extra-Territorial Jurisdiction.

The applicant seeks to rezone the property from "A" (Agriculture) to "PUD" (Planned Unit Development - R-1-A & RS).

## Current Zoning

Zoning will be in place following City Council final vote of annexation on May, 17, 2022.

### Sec. 53-36. - Agricultural district A.

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(Ord. No. 438, § 23, 11-24-2003)

## Requested Zoning

### R-1-A (Single Family Residential Attached)

#### Sec. 53-111. - Purpose and permitted uses.

The single-family attached district R-1-A, garden home allows attached single-family structures with a minimum of 1,000 square feet of living area per dwelling unit and permitted accessory structures on a minimum lot size of 4,800 square feet. There shall be no more than 6.8 houses per buildable acre. The single-family attached residences authorized in this zoning district include those generally referred to as garden homes, paired homes, patio homes and zero lot line homes. Additionally, single family detached structures are permitted in this district as a conditional use, as provided in V.T.C.A., Local Government Code ch. 211; provided that a conditional use permit may only be approved

after a public hearing is held by the city council after having received a report and recommendation from the planning and zoning commission concerning the effect of the proposed use on the adjacent and neighboring properties and neighborhoods.

(Ord. No. 438, § 27(a), 11-24-2003; Ord. No. 438-35, § 3(a), 8-2-2005; [Ord. No. 928](#), § 1(Exh. A), 1-17-2017)

### RS (Retail Services District)

#### **Sec. 53-480. - Purpose and permitted uses.**

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in [section 53-1230](#).

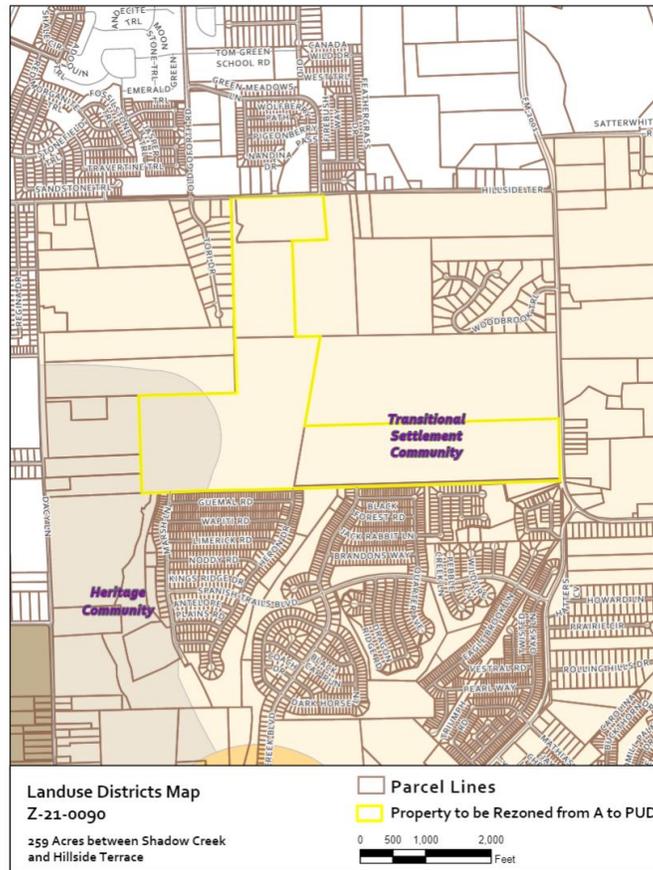
(Ord. No. 438, § 42(a), 11-24-2003)

### **Conditions of the Zoning Ordinance**

#### **Sec. 53-1205 Amendments**

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

public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



### Comprehensive Plan Text

The subject site is located primarily in the “Transitional Settlement” District. The R-1-A and RS zoning districts are recommended conditionally in the “Transitional Settlement” District. The “Heritage Community” District will not be considered as this portion to be rezoned is floodplain.

### Current Land Use Chart

#### Transitional Settlement District

Recommended Zoning Categories: R-1-1, A, C/M, UE

Conditional Zoning Categories: R-1-2, R-1-3, **R-1-A**, R-1-C, R-1-T, R-2, R-3-1, R-3-2, R-3-3, W, NC, CC, HS, E, M-2, M-3, **R/S**, RV, T/U

## **Transitional Settlement District**

### **'Character':**

The Transitional Settlement District is primarily located outside of the Kyle corporate limits, in an area of the city not served by Kyle water and wastewater service. The district should provide an area for low density housing in the suburban built form, serviced by private wastewater treatment plants, while still preserving its rural landscape heritage. This area of Kyle has received relatively little development pressure to date, due in large part to the increased developmental costs associated with establishing all new infrastructure. Kyle must be prepared to guide and direct development to the extent possible through the management of land divisions and enabling private wastewater treatment facilities.

### **'Intent':**

Close to I-35 and generally well-served by east-west roads (Windy Hill Road/County Road 131) and north-south roads (FM 2001), the District is not yet suited to accommodate commercial and industrial uses, at least those that are higher water users or high wastewater producers. The intention of this district is to assemble large acreage tracts of land for suburban-form neighborhoods, utilizing best management practices of low-impact development and particular sensitivity to the lack of public infrastructure to service the district. Opportunities should be provided for single family residential housing in close proximity to transportation corridors, thereby reducing travel demand on local streets, while still creating affordable housing solutions. The District should be designed to capture regional employment-oriented development opportunities with growth towards Hwy 21, SH 45 and SH 130 wherever possible. These employment opportunities must transition the surrounding residential land uses, both within and outside of the District, to order to prevent conflict with the surrounding community fabric and preclude the continued growth of residential land uses.

## **Analysis**

The subject property is primarily sited within the "Transitional Community" District, with two primary access points, one on Hillside Terrace and the other on FM 2001. The applicant is requesting a rezoning to a Planned Unit Development (PUD). The 259-acres will have 1.7-acres of commercial (RS) internal to the site, to be relatively equidistant to most of the project. The remaining 257.3-acres will have R-1-A zoning (Single Family

Residential Attached). The applicant is requesting detached residential as allowed per Sec. 53-111.

The 259-acre site is currently undergoing annexation, with the second read of the annexation ordinance on May 17, 2022. There will also be a development agreement associated with the project, to further enshrine development standards for the project. The attached concept plan shows the layout of the project, with a mix of 40' wide, alley loaded residential, 50' non-alley loaded residential, the commercial area, a Vybe node and an extensive public park with Vybe trail and multiple private maintained parks. Please also see the proposed PUD standards, that will also be incorporated into the development agreement.

While the primary entrances are at Hillside Terrace and FM 2001, there will also be multiple secondary entrances (Suffield Drive extension (City TMP) and 3 southern connections to the Shadow Creek neighborhood). The developer will build a portion of the northern connection of Shadow Creek Blvd, per both the City's and County's Transportation Master Plan. Water will be served by Goforth SUD, wastewater will be served by Windy Hill Utility Company. Following approval of the rezoning, the site will be expected to comply with all regulations relating to platting, site plan and building permits.

### **Recommendation**

In conclusion, staff supports the rezoning from "A" (Agriculture) to "PUD" (Planned Unit Development)" for the 259-acre property. Staff asks the Planning & Zoning Commission to vote to recommend approval of the rezoning 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 8<sup>th</sup>, 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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**LEGEND**

- 40' LOTS
- 50' LOTS
- COMMERCIAL
- VYBE SITE
- OPEN SPACE
- POND
- ENTRY BOULEVARD
- NORTH/SOUTH PARKWAY
- 70' COLLECTOR
- 12' VYBE TRAIL
- 6' DG TRAIL
- EPHEMERAL STREAM
- INTERMITTENT STREAM



**Porter Country PUD – R-1-A/RS  
Development Standards**

**Section 1. General Provisions**

- (A) **Project Described.** Porter Country PUD shall include compatible residential and commercial uses as more particularly depicted on **Exhibit A** (the “*Concept Plan*”). The Property shall be developed as a single-family residential community with over 75 acres of open space, trail system, public parks, and an amenity site. Commercial endeavors will serve and provide convenience to the residential tract and general public. The remainder will be necessary infrastructure and right-of-way.
- (B) **Project Enhancements.** The Developer will provide the following improvements within the project:
- (1) Impressive primary entry improvements at FM 2001, including an entry monument constructed from durable materials, such as concrete, metal, and masonry, with lighting, landscaping, an entry park, a landscaped median, and street trees.
  - (2) Impressive secondary entry improvements at Hillside Terrace that are cohesive and of comparable quality to those at the primary entry on FM 2001, including an entry monument constructed from durable materials, such as concrete, metal, and masonry with lighting and landscaping.
  - (3) A landscaped frontage along Hillside Terrace and FM 2001, including a fence constructed from masonry or concrete (including fencecrete) along the rear of residential lots abutting the rights-of-way, trees, and other landscaping.
  - (4) Extension of Suffield Drive within a sixty-foot (60’) right-of-way stretching from the western boundary to the eastern boundary egress point of the Porter Country PUD, as shown on the Concept Plan.
  - (5) Landscape and park improvements in common areas throughout the community, including trails, open lawns, natural areas, seating areas, and playscapes. All landscape improvements will have a permanent irrigation system, except for those landscaping areas utilizing “zero” or xeriscaping.
  - (6) Over 65 acres of publicly dedicated, privately maintained parks and open space. Each residence within the Porter Country PUD will be located within 1,200 feet of a park or open space.
  - (7) Over 5,000 linear feet of a twelve foot (12’) wide concrete trail as part of the Emerald Crown Trail Master Plan, a regional trail system, and over 10,000 linear feet of additional public trails throughout the development.
  - (8) A private amenity site with a pool, lawn, lounge and activity areas, shade structures and restrooms.
  - (9) Dimensional shingles will be used on all residences and metal poles utilized in residential fence construction.
- (C) **Applicability.** Development of and uses within the Porter Country PUD shall conform to the limitations and conditions set forth herein. If the regulations of the Porter Country

PUD and the attached exhibits conflict with the City of Kyle Code of Ordinances (the “*City Code*”), the regulations set forth herein shall control. Except as otherwise specifically modified by the Porter Country PUD, all other rules, regulations, and ordinances of the City in effect at the time of permit application apply to development within the Porter Country PUD.

## **Section 2. Residential Tract**

- (A) The maximum density shall be 5.48 dwelling units per buildable acre. Notwithstanding anything in the City Code to contrary, which is hereby modified to the extent of any conflict, as used herein, the term “buildable acre” is defined as each acre within the Residential Tract, save and except (i) 3.793 acres that are encumbered by utility easements existing on the date of this Ordinance, (ii) 14.0 acres of parkland which would have otherwise been required under the City Code, (iii) 29.088 acres of floodplain. The total amount of “buildable acres” in the Residential Tract is 178.521 acres for the purposes of determining the maximum density allowed within the Residential Tract.
- (B) The use and development of the single-family lots (“*SF Lots*”), as more particularly depicted on Concept Plan, shall be subject to the use and development standards of Single-Family Attached District ‘R-1-A’ as the base zoning district, except as modified below.
  - (1) Detached single-family structures are permitted.
  - (2) The minimum living space per residential unit shall be twelve hundred (1,200) square feet.
  - (3) Utility lots for uses such as easements, rights-of-way, parkland, and mailboxes in support of residential uses but that do not have a single-family structure are exempt from any minimum lot size requirements.
  - (4) The minimum SF Lot width as measured at the front yard setback shall be forty feet (40’), the minimum lot depth shall be one hundred and ten feet (110’), and the minimum lot size shall be four thousand four hundred (4,400) square feet.
  - (5) A minimum of fifteen percent (15%) of the SF Lots with detached single-family structures shall be between fifty feet (50’) and sixty feet (60’) wide as measured at the front yard setback.
  - (6) SF Lots that are forty foot (40’) wide and face the Entry Boulevard, North/South Parkway, and 70’Collector, as depicted on the Concept Plan, shall be rear-loaded and no side-entry garage is permitted.
  - (7) A minimum of thirty percent (30%) of SF Lots that are forty feet (40’) wide shall be rear-loaded. A maximum of sixty percent (60%) of SF Lots that are less than fifty feet (50’) wide shall be front-loaded
  - (8) For rear-loaded SF Lots, the minimum front setback shall be ten feet (10’). Municipal utility easements located on front lot lines shall be a minimum of ten feet (10’) wide and municipal utility easements are not required on rear lot lines of rear-loaded SF Lots.

- (9) The minimum front setback for SF Lots with an attached front-loaded garage shall be twenty feet (20'). The façade for all attached front-loaded garages shall be set back five feet (5') from the front wall of the residential unit facing the front property line. "Front wall" shall include the load-bearing portion of a covered front porch.
  - (10) The minimum side setback shall be five feet (5') and municipal utility easements located on side lot lines shall be a minimum of five feet (5') wide.
  - (11) The minimum rear setback for front-loaded SF Lots shall be ten feet (10').
  - (12) The minimum size of garages shall be three hundred seventy-eight (378) square feet. No additional on-site storage (attached to house or detached) shall be required.
- (C) The overhang of an eave of a residential building is permitted to encroach within the setbacks and municipal utility easements.
  - (D) The minimum parking required for each residential dwelling unit is two (2) spaces. No additional spaces shall be required for dwelling units with more than two bedrooms.
  - (E) The same house plan may be built on every other SF Lot on either side of the street so long as the house is differentiated by elevation, materials and colors. An elevation may only be used once per three (3) consecutive houses. Developer shall be responsible for tracking and ensuring the arrangement of house plans comply, and in the event the house plan configuration is not in compliance, Developer will be solely responsible for any changes necessary to achieve compliance.
  - (F) Development within the Residential Tract shall comply with the Residential Style Guide found in the City Code unless otherwise modified herein as part of the Porter Country PUD. To the extent the City Residential Style Guide conflicts with these development standards, the Porter Country PUD Development Standards shall control.

### **Section 3. Commercial Tract**

The use and development of the Commercial Tract, as more particularly depicted on the Concept Plan, shall be subject to the use and development standards of Retail and Services District 'RS' as the base zoning district, except as modified herein. Utility lots for uses such as easements, rights-of-way, and utility structures in support of commercial uses but do not have a commercial structure are exempt from any minimum lot size requirements.

### **Section 4. Parkland and Open Space**

- (A) Owner shall develop a privately maintained public open space and trail system to be dedicated to the City ("*Public Parkland*") that will substantially comply with City of Kyle Parks Master Plan. Specifically, a portion of the trail, not to exceed 6,200 linear feet, located within the Creekside Park, as identified on the Concept Plan ("*Creekside Trail*"), will be a part of the City's Emerald Crown Trail and shall be constructed as a twelve foot (12') wide concrete trail. The Creekside Trail will extend from the southern property boundary to the northern property boundary to connect with future phases of the Emerald Crown Trail. The Public Parkland shall be maintained by a property owners' association.

(B) The City agrees that the Public Parkland satisfies the requirements of Section 41-147 of the Code and no further public parkland dedication, fee in lieu of dedication, or park development fee will be required of Owner.

(C) The Public Parkland is an eligible improvement under a Public Improvement District.

### **Section 5. Subdivision Infrastructure**

(A) Except as otherwise provided below for the Porter Country PUD, all streets, roads, sidewalks, drainage, and all other infrastructure within the Property (the “*Subdivision Infrastructure*”) will be constructed by Owner to meet City Code, except as modified herein. Overhead electric and telecom lines are only permitted within electric easements located (i) along the western boundary of the Property starting at the southern Property line and extending approximately 2,076 linear feet to the north and (ii) adjacent to the roadway extending east to west along the southern boundary of the Property.

(B) ADA-compliant sidewalks are required along all of the Property lines abutting the right-of-way for Hillside Terrace and FM 2001.

(C) Block lengths shall comply with the Code, except in the areas shown in the Concept Plan to be in excess of the minimums provided in Section 41-135 of the Code. Those certain block lengths indicated in the Concept Plan shall not exceed 2,000 feet in length. Blocks may be bounded on either end by a local street, private alley, open space, or parkland.

(D) The width of an alley right-of-way shall be twenty feet (20’). The minimum pavement width for alleys, measured from edge of pavement to edge of pavement, shall be sixteen feet (16’). Alleys may be established as public right-of-way or as an access easement. Developer shall coordinate with Texas Disposal System to ensure that the alley is an appropriate width for trucks to maneuver.

(E) The minimum width of right-of-way within the Porter Country PUD shall be fifty-two feet (52’), shall generally comply with widths depicted in the Concept Plan, and shall be designed to allow adequate room for street trees. Street sections are more particularly depicted on **Exhibit B**.

(F) The minimum street curve radii shall comply with the City of Austin Transportation Criteria Manual.

(G) The City shall coordinate with adjacent landowners to ensure that internal streets designed to access adjacent properties are connected in a manner that creates a safe and City Code compliant street network.

(H) The City shall accept completed Subdivision Infrastructure for ownership, operation, and maintenance in compliance with City Code. The City shall not unreasonably deny, delay, or condition its acceptance of the Subdivision Infrastructure.

### **Section 6. Landscaping**

(A) Except as provided herein, all entry collector roadways and residential streets will be planted with street trees at an average spacing of fifty feet (50’) on center. Street trees shall have a minimum two-inch (2”) caliper, measured six inches (6”) above the root ball. Where applicable, street trees will be installed during residential construction.

- (B) Street trees planted on or immediately adjacent to a residential lot shall also count toward the minimum (2) trees required for that lot under Section 54-5 of the City Code.

**Section 7. Permits and Approvals**

- (A) Mass grading of the Property may begin before final approval of the plats and construction plans are received from the City.
- (B) Development of the Residential Tract shall utilize “*Prairie Building Construction*” which allows the construction of residences to begin after recordation of the final subdivision plat and concurrently with the subdivision improvements, contingent upon (i) home construction traffic is limited to temporary access roads, where possible, to avoid vehicular traffic on future public right-of-way, (ii) any vehicular traffic on right-of-way will be at Owner’s risk, (iii) streets damaged by vehicular traffic will be repaired or replaced at Owner’s expense as directed by City inspectors, and (iv) construction is in accordance with a Prairie Build Plan approved by the City of Kyle. In no event shall any home be issued a Certificate of Occupancy before the infrastructure is properly constructed and fully functional, and the home is connected to water and wastewater facilities.
- (C) Development of the Residential Tract shall utilize the City’s alterative process for review and approval of required development permit applications which allows multiple development permit applications to run concurrently.

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: All that certain area of land being 176.023 acres, more or less, lying in and being situated out of the W.A. Moore Survey, Abstract 331, and the Jessie B. Eaves Survey, Abstract 166, in Hays County, Texas, and being that same property described in a deed dated April 22, 2021 to Hillside Terrace Development, LLC as recorded in Document No. 21020969, Official Public Records of Hays County, Texas and deed dated October 18, 2021 to Hillside Terrace Development, LLC as recorded in Document No. 21057370, Official Public Records of Hays County, Texas

# of lots (if subdivided): \_\_\_\_\_ # of acres: 176.023

Site APN/Property ID #(s): R14010, R13932, R13939

Location: 5260 Hillside Terrace County: Hays County

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

**OWNER**

Company/Applicant Name: Hillside Terrace Development, LLC

Authorized Company Representative (if company is owner): Terry LaGrone

Type of Company and State of Formation: a Texas limited liability company

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

Applicant Address: 2100 Northland Drive, Austin, Texas 78756

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

Applicant Phone: 512-921-0229

Applicant/Authorized Company Representative Email: dmcelrath@mymilestone.com

**APPLICANT REPRESENTATIVE**

Check one of the following:

I will represent the application myself; or

I hereby designate Jeff Howard, McLean & Howard LLP (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.

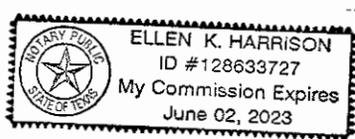
Owner's Signature: [Signature] Date: 11-19-21

State of Texas §  
County of Travis §

This instrument was acknowledged before me on November 19, 2021 by Terry LaGrone, Authorized Signatory of MSCB Hillside, LLC, a Texas limited company, Manager of Hillside Terrace Development, LLC, a Texas limited liability company.

SUBSCRIBED AND SWORN TO before me, this the 19<sup>th</sup> day of November, 2021

(Notary Seal)



[Signature: Ellen K. Harrison]

Notary Public's Signature

6-2-2023  
My Commission Expires

**PROJECT REPRESENTATIVE**

Representative Name: Jeffrey Howard, McLean & Howard LLP  
Representative Address: 901 S. MoPac Expy, Bldg II, Suite 225, Austin, Texas 78746  
Representative Phone: 512-328-2008  
Representative Email: jhoward@mcleanhowardlaw.com

Representative's Signature: [Signature: J Howard] Date: November 22, 2021

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: All that certain area of land being 82.951 acres, more or less, situated in the Jessie B. Eaves Survey, Abstract 166, Hays County, Texas, and being that same property described in a deed dated August 6, 2018 to Rio Oso Holdings, LLC as recorded in Document No. 1828156, Official Public Records of Hays County, Texas

# of lots (if subdivided): \_\_\_\_\_ # of acres: 82.951

Site APN/Property ID #(s): R162775

Location: FM 2001, north of Windy Hill Road County: Hays County

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

**OWNER**

Company/Applicant Name: Rio Oso Holdings LLC

Authorized Company Representative (if company is owner): Todd Burek

Type of Company and State of Formation: a Texas limited liability company

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

Applicant Address: 22711 Fossil Park, San Antonio, TX 78261

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

Applicant Phone: \_\_\_\_\_

Applicant/Authorized Company Representative Email: \_\_\_\_\_

**APPLICANT REPRESENTATIVE**

Check one of the following:

I will represent the application myself; or

I hereby designate Jeffrey Howard, McLean & Howard LLP (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: Todd Burek Date: 11/19/2021

State of Texas §

County of Travis §

This instrument was acknowledged before me on November 19 by Todd Burek  
Member of the Rio Oso Holdings LLC, a Texas limited liability company.

SUBSCRIBED AND SWORN TO before me, this  
the 19 day of November 2021

(Notary Seal)

Jean A. Jynell  
Notary Public's Signature

2/10/25  
My Commission Expires

**PROJECT REPRESENTATIVE**

Representative Name: Jeffrey Howard, McLean & Howard LLP

Representative Address: 901 S. MoPac Expy, Bldg II, Suite 225, Austin, Texas 78746

Representative Phone: 512-328-2008

Representative Email: jhoward@mcleanhowardlaw.com

Representative's Signature: J Howard Date: November 22, 2021



## Franchise Tax Account Status

As of : 01/10/2022 09:59:31

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

<b>HILLSIDE TERRACE DEVELOPMENT, LLC</b>	
<b>Texas Taxpayer Number</b>	32078020735
<b>Mailing Address</b>	PO BOX 17008 AUSTIN, TX 78760-7008
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	02/25/2021
<b>Texas SOS File Number</b>	0803959614
<b>Registered Agent Name</b>	GARRETT S. MARTIN
<b>Registered Office Street Address</b>	9111 JOLLYVILLE ROAD, SUITE 111 AUSTIN, TX 78759



## Franchise Tax Account Status

As of : 01/10/2022 10:04:17

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

RIO OSO HOLDINGS, LLC	
<b>Texas Taxpayer Number</b>	32067955362
<b>Mailing Address</b>	22711 FOSSIL PEAK SAN ANTONIO, TX 78261-3022
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	08/01/2018
<b>Texas SOS File Number</b>	0803081864
<b>Registered Agent Name</b>	TODD BUREK
<b>Registered Office Street Address</b>	22711 FOSSIL PEAK SAN ANTONIO, TX 78261

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.

## GENERAL WARRANTY DEED

Date: August 6, 2018

Grantor: TONY GREAVES and CAROL C. GREAVES, husband and wife

Grantor's Mailing Address:

2400 FM 2001  
Buda, TX 78610  
Hays County

GF# 13,311-MM  
Stewart Tile-Bitters

Grantee: RIO OSO HOLDINGS, LLC

Grantee's Mailing Address:

22711 Fossil Peak  
San Antonio, TX 78261  
Bexar County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being 82.951 acres of land, more or less, situated in the Jesse B. Eaves Survey, Abstract No. 166, in Hays County, Texas, being that same property called to contain 197.63 acres of land described in a deed dated August 11, 1995 to Tony Greaves and Carol C. Greaves as recorded in Volume 1167, Page 445, Official Public Records of Hays County, Texas; said 82.951 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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.

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

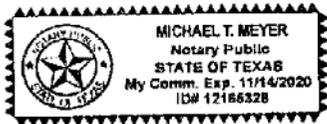
**GRANTOR:**

*Tony Greaves*  
TONY GREAVES

*Carol C. Greaves*  
CAROL C. GREAVES

STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on August 6<sup>th</sup>, 2018, by TONY GREAVES.



*Michael T. Meyer*  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on August 6<sup>th</sup>, 2018, by CAROL C. GREAVES.



*Michael T. Meyer*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
RIO OSO HOLDINGS, LLC  
22711 Fossil Peak  
San Antonio, TX 78261  
GF: 136311

**EXHIBIT "A"**

Being 82.951 acres of land situated in the Jesse B. Eaves Survey, Abstract No. 166, in Hays County, Texas, being that same property called to contain 197.63 acres of land described in a deed dated August 11, 1995 to Tony Greaves and Carol C. Greaves as recorded in Volume 1167, Page 445, Official Public Records of Hays County, Texas. Said 82.951 acre tract of land was surveyed by BCE, Ltd. on June 29, 2018 and is more particularly described as follows:

**Beginning** at a ½" iron rod found with an aluminum cap marked "Pro-Tech" (for record information; Monumentation, Bearings and Distances, refer to the Map of Survey this day made to accompany this description), on the west right-of-way line of F.M. 2001, being the southeast corner of said 197.63 acre tract and this tract of land;..

**Thence** in part along a wire fence line, with the south boundary line of said 197.63 acre tract and this tract of land, the following four (4) calls:

1. South 89°06'41" West for a distance of 1216.90 feet, to an angle point;
2. South 89°55'55" West for a distance of 553.44 feet, to an angle point;
3. South 88°40'24" West for a distance of 395.30 feet, to an 8" wood fence post found for an angle point;
4. South 89°13'51" West for a distance of 1897.75 feet, to a ½" iron rod set (all ½" iron rods set are with a red cap marked "RPLS #4540"), for the southwest corner of said 197.63 acre tract and this tract of land;

**Thence** along or near a wire fence line with the west boundary line of said 197.63 acre tract and this tract of land, North 10°47'21" East for a distance of 929.10 feet, to a ½" iron rod set, for the northwest corner of this tract of land;

**Thence** crossing said 197.63 acre tract of land with the north boundary line of this tract of land, North 89°14'22" East for a distance of 3878.40 feet, to a ½" iron rod set, on the west right-of-way line of said F.M. 2001, same being the east boundary line of said 197.63 acre tract, being the northeast corner of this tract of land;

**Thence** along or near in part a wood rail fence and in part a wire fence line, with the west right-of-way line of said F.M. 2001, same being the east boundary line of said 197.63 acre tract and this tract of land, the following two (2) calls:

1. South 00°33'18" East for a distance of 855.98 feet, to a concrete monument found for a point of curvature of a curve to the left;
2. With said curve to the left having a radius of 756.20 feet, a delta of 04°05'50", an arc length of 54.08 feet and a chord bearing and distance of South 02°51'16" East, 54.06 feet, to the Point of Beginning.



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

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS  
  
COUNTY OF HAYS

§  
§  
§

03-1082955 MS 12

KNOW ALL MEN BY THESE PRESENTS: THAT

**STERLING EQUITIES, INC.**, a Texas corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **HILLSIDE TERRACE DEVELOPMENT, LLC**, a Texas limited liability company ("**Grantee**"), whose mailing address is 9111 Jollyville Road Suite 111, Austin, Texas 78759, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described property:

- (i) That certain real property in Hays County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference, together with all of Grantor's right, title and interest to oil, gas, and other minerals in or under the surface thereof, if any, and all executory leasing rights with respect thereto, if any (the "**Land**");
- (ii) All of Grantor's right, title and interest to any and all structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and
- (iii) All other appurtenances solely benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest, as owner of the Land, but not otherwise, in and to all streets, alleys, rights-of-way, or easements solely benefiting the Land, but only to the extent that Grantor's interest in same arise as a result of Grantor's ownership interest in the Land, and not otherwise, and all claims and causes of action relating to or concerning the Land and/or the Improvements (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "Property".

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents affecting the Land; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

AS-IS DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THAT CERTAIN CONTRIBUTION AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED MARCH 5, 2021, AS AMENDED (THE "AGREEMENT") AND GRANTOR'S WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY THEREIN, (B) THE SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE, AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS ON OR IN THE PROPERTY; AND (ii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH THE LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY. GRANTEE ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THE AGREEMENT AND GRANTOR'S WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" AND WITH ALL FAULTS BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE AGREEMENT AND GRANTOR'S WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, PROFITABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**[SIGNATURE PAGE FOLLOWS]**

EXECUTED AND DELIVERED the 22<sup>nd</sup> day of April, 2021.

**GRANTOR:**

**STERLING EQUITIES, INC.,**  
a Texas corporation

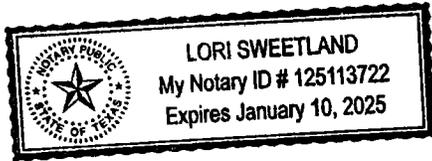
By: [Signature]  
Printed Name: Jimmy Nassour  
Title: President

THE STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me this 22 day of April, 2021, by Jimmy Nassour, as President of Sterling Equities, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



[Signature]  
Notary Public Signature

**EXHIBIT "A"**

Approximately 163.935 acres of real property located in Hays County, Texas, more particularly described as "Hillside Terrace" and further described below.

**LEGAL DESCRIPTION: BEING 163.935 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE W.A. MOORE SURVEY, ABSTRACT 331 AND THE JESSIE B. EAVES SURVEY, ABSTRACT 166 IN HAYS COUNTY, TEXAS AND BEING:**

**ALL OF THAT CERTAIN 30.13 ACRE TRACT OF LAND, 110.69 ACRE TRACT OF LAND AND 22.17 ACRE TRACT OF LAND (DESCRIBED IN VOLUME 1344, PAGE 857) CONVEYED TO DONALD J. SAWYER AND OUR LADY'S MARIONITE CATHOLIC CHURCH BY DEEDS RECORDED IN VOLUME 5142, PAGES 342 & 346 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;**

**A PORTION OF THAT CERTAIN 36.81 ACRE TRACT OF LAND (DESCRIBED IN VOLUME 232, PAGE 193) CONVEYED TO DONALD J. SAWYER AND OUR LADY'S MARIONITE CATHOLIC CHURCH BY DEEDS RECORDED IN VOLUME 5142, PAGES 342 & 346 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;**

**AND ALL OF THAT CERTAIN 22'x716' ROADWAY EASEMENT DESCRIBED BY DEEDS RECORDED IN VOLUME 188, PAGE 553 AND VOLUME 232, PAGE 193 DEED RECORDS, HAYS COUNTY, TEXAS;**

**SAID 163.935 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2018:**

**BEGINNING at a 1/2" iron rod found on the southerly margin of Hillside Terrace for the northeasterly corner hereof and said 22.17 acre tract and the northwesterly corner of that certain 8.00 acre tract of land conveyed to Chase Baromeo, Jr. and Barbara A. Castleberry by deed recorded in Volume 881, Page 259 of said official public records;**

**THENCE S 05°42'58" E a distance of 685.26 feet to a 1/2" iron rod with cap stamped "RPLS3693" found in a northerly line of said 36.81 acre tract for the southeasterly corner of said 22.17 acre tract and the southwesterly corner of said Baromeo 8.00 acre tract;**

**THENCE S 87°16'06" W a distance of 532.28 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an ell corner hereof;**

**THENCE S 02°35'48" E a distance of 1457.98 feet to an 8" fence corner post found for the southeast corner of said 30.13 acre tract and the southwest corner of that certain 35.00 acre tract of land conveyed to Chase Baromeo, Jr. and Barbara A. Castleberry by deed recorded in Volume 393, Page 780 of said official public records;**

**THENCE N 88°09'48" E a distance of 378.70 feet to a concrete nail with washer stamped "ProTech" found in concrete for the northeasterly corner of said 110.69 acre tract and the northwesterly corner of that certain 197.63 acre tract of land conveyed to Tony Greaves and Carol C. Greaves by deed recorded in Volume 1167, Page 445 of said official public records;**

**THENCE along the common line of said 110.69 acre tract with said Greaves 197.63 acre tract the following five (5) calls:**

- 1. S 09°17'57" W a distance of 2317.36 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the southwest corner of said Greaves 197.63 acre tract;**
- 2. N 87°44'44" E a distance of 1897.75 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;**
- 3. N 87°11'09" E a distance of 395.35 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;**
- 4. N 88°26'40" E a distance of 553.50 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;**
- 5. N 87°37'15" E a distance of 1216.80 feet to a 1/2" iron rod with cap stamped "ProTech" found in the curving westerly right-of-way (80') line of FM 2001 for the southeasterly corner of said Greaves 197.63 acre tract;**

**THENCE a distance of 37.03 feet along the arc of said curving right-of-way line to the left having a radius of 756.20 feet and a chord bearing S 07°22'32" E a distance of 37.03 feet to a 1/2" iron rod with cap stamped "ProTech" found for the northeast corner of that certain 2.80 acre tract of land conveyed to James Mikeska and Traci Horner-Mikeska by deed recorded in Volume 1738, Page 731 of said official public records;**

**THENCE along the south line of said 110.69 acre tract the following seven (7) calls:**

- 1. S 87°42'19" W a distance of 858.85 feet to a 1/2" iron pipe found for the northwest corner of said Mikeska 2.80 acre tract and a corner of Lot 24, Block "A", Windy Hill Subdivision recorded in Document #17040372 plat records, Hays County, Texas;**
- 2. S 87°40'35" W a distance of 1223.06 feet to a 3/4" iron pipe found for the northwest corner of Lot 1, Block "A", Windy Hill Subdivision and the northeast corner of Lot 38, Block "T", Shadow Creek Phase Three, Section Four as recorded in Volume 13, Page 337 of said plat records;**
- 3. S 87°42'28" W a distance of 1993.45 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point in the north line of Shadow Creek Phase Nine, Section Two as recorded by plat in Document #17029868 of said plat records;**
- 4. S 87°41'02" W a distance of 445.39 feet to a 6" fence post found in the north line of Lot 46, Block "B", Shadow Creek Phase Nine, Section Two;**

- 5. S 88°37'06" W a distance of 873.34 feet to a 1/2" iron rod found for angle point in the north line of Lot 46, Block "B", Shadow Creek Phase Nine, Section Two;
- 6. S 86°47'25" W a distance of 556.30 feet to a PK nail found in concrete for angle point;
- 7. S 86°38'56" W a distance of 443.01 feet to a 4" steel fence corner post found for the southwest corner hereof and said 110.69 acre tract and the southeast corner of that certain 10.009 acre tract of land conveyed to Mayra Garcia and Matias Garcia by deed recorded in Volume 3572, Page 398 of said official public records;

THENCE N 02°32'25" W a distance of 1483.85 feet to a 6" steel fence corner post found in the southerly line of that certain 68.96 acre tract of land conveyed to Douglas R. Thomas and Carolyn J. Thomas by deed recorded in Volume 1942, Page 763 for an corner of said 110.69 acre tract and the northeast corner of that certain 36.02 acre tract of land conveyed to Salvador Villegas by deed recorded in Volume 3252, Page 672 of said official public records;

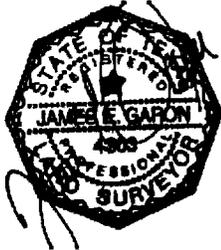
THENCE N 87°39'48" E a distance of 1501.99 feet to a 1/2" iron rod found for the southeasterly corner of said Thomas 68.96 acre tract;

THENCE N 02°43'08" W a distance of 1007.78 feet to a 1/2" iron rod with cap found for the southeast corner of Lot 12, Country Ridge Subdivision as recorded by plat in Volume 3, Page 274 of said plat records;

THENCE N 02°20'11" W a distance of 1960.66 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the south margin of Hillside Terrace for the northwest corner hereof and said 22'x716' roadway easement;

THENCE N 87°18'54" E a distance of 1410.56 feet along Hillside Terrace to the POINT OF BEGINNING and containing 163.935 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon  
 Registered Professional Land Surveyor  
 Co\Hays\Surveys\Jessie B Eaves A-166\45118

**EXHIBIT "B"**

- a) Pipeline easement in favor of Hope Engineering and Supply Company, as set forth in instrument recorded in/under Vol. 95, Page 154 of the Deed Records of Hays County, Texas.
- b) Pipeline easement in favor of Hope Engineering and Supply Company, as set forth in instrument recorded in/under Vol. 95, Page 160 of the Deed Records of Hays County, Texas.
- c) Pipeline and telephone and telegraph line easement in favor of Hope Engineering and Supply Company, as set forth in instrument recorded in/under Vol. 95, Page 155 of the Deed Records of Hays County, Texas.
- d) Pipeline easement in favor of United Gas Public Service Co., as set forth in instrument recorded in/under Vol. 102, Page 479 of the Deed Records of Hays County, Texas.
- e) Pipeline right-of-way easement in favor of United Pipe Line Corp. as set forth in instrument recorded in/under Vol. 102, Page 488 and as assigned in Vol. 222, Page 60 of the Deed Records of Hays County, Texas.
- f) Pipeline easement in favor of United Gas Public Service Co., as set forth in instrument recorded in/under Vol. 102, Page 489 of the Deed Records of Hays County, Texas.
- g) Electrical protection unit easement in favor of United Gas Public Service Co., as set forth in instrument recorded in/under Vol. 115, Page 629 of the Deed Records of Hays County, Texas.
- h) Telegraph, telephone and power lines easement in favor of United Gas Line Company, as set forth in instrument recorded in/under Vol. 156, Page 217 of the Deed Records of Hays County, Texas.
- i) An access easement described in instrument recorded in/under Vol. 188, Page 553 of the Deed Records of Hays County, Texas.
- j) Water pipeline easement in favor of Goforth Water Supply Corporation as set forth in instrument recorded in/under Vol. 229, Page 116 of the Deed Records of Hays County, Texas.
- k) Water pipeline easement in favor of Goforth Water Supply Corporation as set forth in instrument recorded in/under Vol. 254, Page 647 of the Deed Records of Hays County, Texas.

- l) Cathodic protection easement in favor of Valero Transmission Company, as set forth in instrument recorded in/under Vol. 401, Page 763 of the Deed Records of Hays County, Texas.
- m) Pipeline easement for treated water in favor of Guadalupe-Blanco River Authority, as set forth in instrument recorded in/under Vol. 2735, Page 724 of the Official Public Records of Hays County, Texas.
- n) Drainage easement in favor of Hays County, Texas, as set forth in instrument recorded in/under 2796, Page 381, of the Official Public Records of Hays County, Texas.
- o) Terms and provisions of Oil, Gas and Mineral Lease contained in the instrument recorded in Vol. 206, Page 72 of the Deed Records of Hays County, Texas.
- p) Mineral and/or royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Vol. 258, Page 493, of the Deed Records of Hays County, Texas.
- q) Non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Vol. 242, Page 319, of the Deed Records of Hays County, Texas.
- r) Mineral and/or royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Vol. 850, Page 629, of the Deed Records of Hays County, Texas.

After Recording Return to:  
Hillside Terrace  
911 Jailville Rd, Suite 111  
Austin, TX 78759

**THE STATE OF TEXAS  
COUNTY OF HAYS**

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

21020969 DEED  
04/26/2021 08:07:26 AM Total Fees: \$54.00

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



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**NON-MATERIAL CORRECTION INSTRUMENT**

(Pursuant to Section 5.028, Texas Property Code)

**SPECIAL WARRANTY DEED**

**TO THE COUNTY CLERK:**

**PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:**

STATE OF TEXAS           §  
COUNTY OF HAYS       §

Original Instrument:

Document Type: Special Warranty Deed

Grantor: Sterling Equities, Inc., a Texas corporation

Grantee: Hillside Terrace Development, LLC, a Texas limited liability company

Recording Date: October 19, 2021

Recording Information: 21057370

STERLING EQUITIES, INC., a Texas corporation ("**Grantor**"), caused to be recorded that certain Special Warranty Deed, recorded under Document No. 21057370 in the Official Public Records of Hays County, Texas (the "**Deed**").

Robert D. Burton, as evidenced by his signature below, is an employee of Winstead PC. He has personal knowledge of the relevant facts and has examined the Deed and has determined that an incorrect element in the property description exists in the Deed, and that such nonmaterial error can be properly corrected through the recordation of this instrument. The incorrect element is in Call No. 6 following the fifth (5<sup>th</sup>) paragraph on Exhibit "A" to the Deed. Such call is hereby corrected as follows:

- 6) S 01°43'27" E a distance of 800.00 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for an angle point,

A complete copy of the corrected Exhibit "A" to the Original Instrument is attached hereto and incorporated herein as Exhibit "A".

Other than the stated correction above, this instrument is intended to restate in all aspects the Deed and is effective as of the effective date of the Deed.

Upon execution, a copy of this instrument shall be sent via U.S. First Class Mail to each party to the Deed in accordance with the provisions of Section 5.028(d)(2) of the Texas Property Code.



Robert D. Burton

THE STATE OF TEXAS           §  
                                                          §  
COUNTY OF Travis                   §

This instrument was acknowledged before me on November 29, 2021, by Robert D. Burton, known personally to me.

[SEAL]

Stephanie Symms  
NOTARY PUBLIC, State of Texas  
My Commission Expires: 9-10-24  
Printed Name: Stephanie Symms



**EXHIBIT "A"**

**JAMES E. GARON  
& ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

185 McAllister Road  
Bastrop, Texas 78602  
512-303-4185  
Firm Reg. #10058400  
jgaron@austin.rr.com

November 23, 2021

**LEGAL DESCRIPTION:** BEING 12.088 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE W.A. MOORE SURVEY, ABSTRACT 331 AND THE JESSIE B. EAVES SURVEY, ABSTRACT 166 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 35.044 ACRE TRACT OF LAND CONVEYED TO GJG DEVELOPMENT II, LLC BY DEED RECORDED IN DOC. #19024067 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND BEING DESCRIBED IN A CORRECTION AFFIDAVIT IN DOC. #19031503 OF SAID OFFICIAL RECORDS AND BEING A PORTION OF THAT CERTAIN 36.341 ACRE (TRACT 1) CONVEYED TO GJG DEVELOPMENT II, LLC BY DEED RECORDED IN DOC. #21026658 OF SAID OFFICIAL RECORDS; SAID 12.088 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2018, NOVEMBER, 2018 AND SEPTEMBER, 2021:

**BEGINNING** at a 8" wood fence post found for the southwesterly corner hereof and said GJG Development II 35.044 acre tract, being an ell corner of that certain 163.935 acre tract of land conveyed to Sterling Equities, Inc. by deed recorded in Doc. #20061095 of said Official Records;

THENCE N 02°35'48" W a distance of 1457.98 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northwest corner hereof and the present northwest corner said GJG Development II 36.341 acre tract, from which said northwest corner a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set at the northwest corner of said GJG Development II 35.044 acre tract bears S 02°35'48" E 21.16' feet;

THENCE N 87°16'06" E a distance of 532.28 feet a 1/2" iron rod with cap Stamped RPLS 3693 found at the southwest corner of that certain 8.00 acre tract of land conveyed to Nancy H. Johnson by Will. Record description in Volume 881, Page 259 of said official public records, the southeasterly corner of said Sterling Equities, Inc. 163.935 acre tract for the northeast corner hereof;

THENCE crossing said GJG Development II 36.341 acre tract and said GJG Development II 35.044 acre tract for the easterly line hereof the following eight (8) calls:

- 1) S 02°35'48" E a distance of 43.92 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 2) S 20°10'26" W a distance of 126.93 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,

● Page 2

November 23, 2021

- 3) S 24°19'48" W a distance of 280.00 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 4) S 16°11'00" W a distance of 49.59 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 5) S 05°46'10" W a distance of 77.41 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 6) S 01°43'27" E a distance of 800.00 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 7) S 88°16'33" W a distance of 10.00 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for an angle point,
- 8) S 01°43'27" E a distance of 129.40 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in a northerly line of said Out of Order, Inc., Cabot-Chase, LTD and Sawyer Ranch, LLC 163.935 acre tract, the southerly line of said GJG Development II 35.044 acre tract for the southeast corner hereof;

THENCE for the southerly line hereof and said GJG Development II 35.044 acre tract S 88°09'48" W a distance of 305.00 feet to the **POINT OF BEGINNING** and containing 12.088 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon  
Registered Professional Land Surveyor  
Co\Hays\Surveys\Jessie B Eaves A-166\83021

**THE STATE OF TEXAS  
COUNTY OF HAYS**

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

21065307 DEED  
11/30/2021 10:23:05 AM Total Fees: \$38.00

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





# CITY OF KYLE, TEXAS

Edward Coster Bullock Jr. - Zoning  
(Z-22-0094)

Meeting Date: 5/10/2022

Date time:6:30 PM

**Subject/Recommendation:** Consider and possible action on a recommendation to the City Council regarding a request by Kristal L. Harris, P.E. of BGE Inc., (Z-22-0094) to rezone approximately 87.694 acres of land from 'A' to 'R-1-C' (Residential Condominium, 30.565 acres), 'R-1-3' (Single Family Residential – 3, 26.322 acres), 'R-1-2' (Single Family Residential – 2, 19.130 acres) & 'CC' (Community Commercial, 11.677 acres) for property located at 1111 & 1113 Roland Lane, in Hays County, Texas. (Edward Coster Bullock Jr. - Zoning -Z-22-0094)

- Public Hearing
- Recommendation to City Council

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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## ATTACHMENTS:

### **Description**

- Staff Report
- Request Letter
- Landowner Authorization Form
- Deed #1
- Deed #2
- Survey

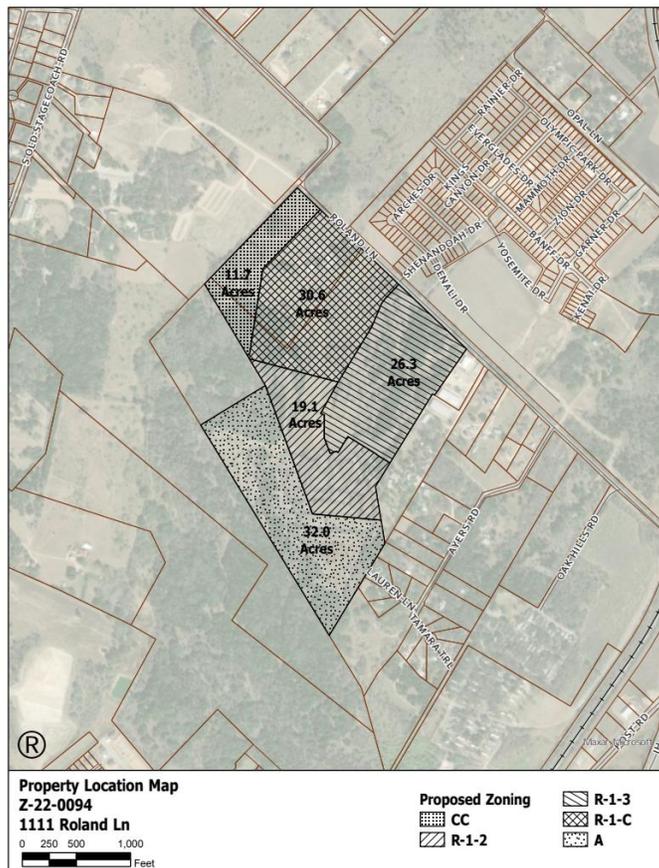
**Property Location** 1111 & 1113 Roland Lane, Kyle, TX 78640

**Owner** Edward Coster Bullock, Jr.  
1111 & 1113 Roland Lane  
Kyle, TX 78640

**Agent** Kristal L. Harris, P.E.  
BGE, Inc.  
1700 Director's Blvd, Ste. 1000  
Austin, TX 78744

**Request** Assign 30.565-Acres (R-1-C), 26.322-Acres (R-1-3),  
19.130-Acres (R-1-2), 11.677-Acres (CC), 32.009-Acres  
(A)

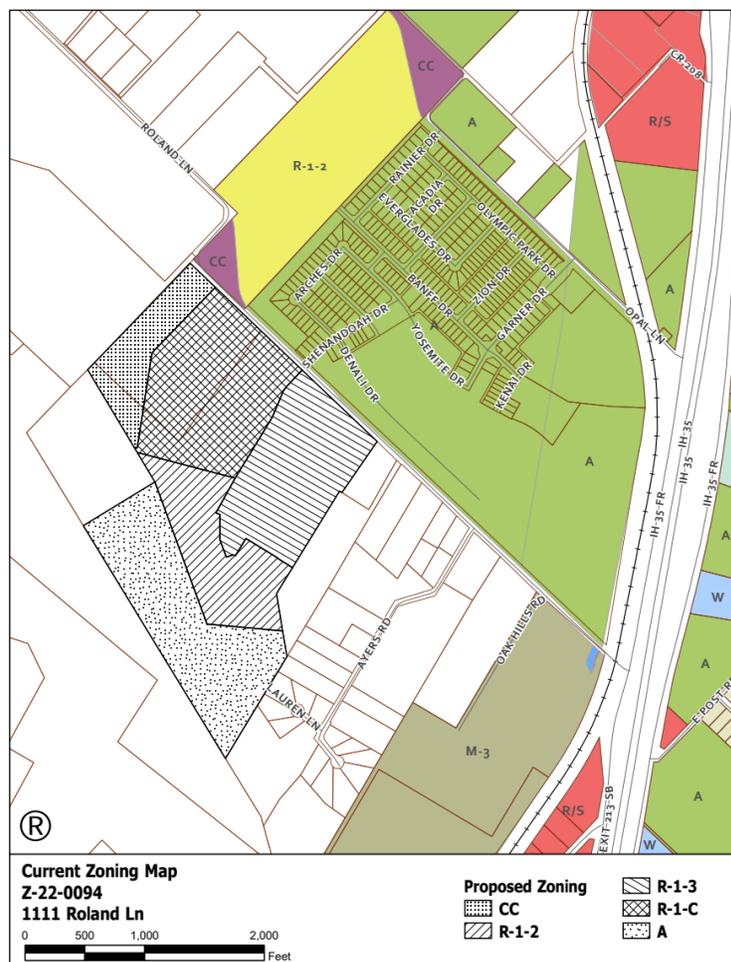
**Vicinity Map**



## Site Description

The site is located on mostly vacant land with a residence and is currently in the City of Kyle's ETJ. To the south, southwest, west and northwest, are properties outside the city limits of Kyle. The uses have a range of event venues (Texas Old Town, Thistlewood Manor & Gardens), low density single family residential, and agriculture. To the north is property zoned CC (Community Commercial) and R-1-2 (SFR, 65' wide lots) across Roland Lane. To the northeast is the Paramount project (Single-Family detached residential (R-1-A). Paramount is currently under construction.

The applicant seeks to rezone the property from as shown in the location map.



**Current Zoning – Upon completion of annexation on May 17, 2022**

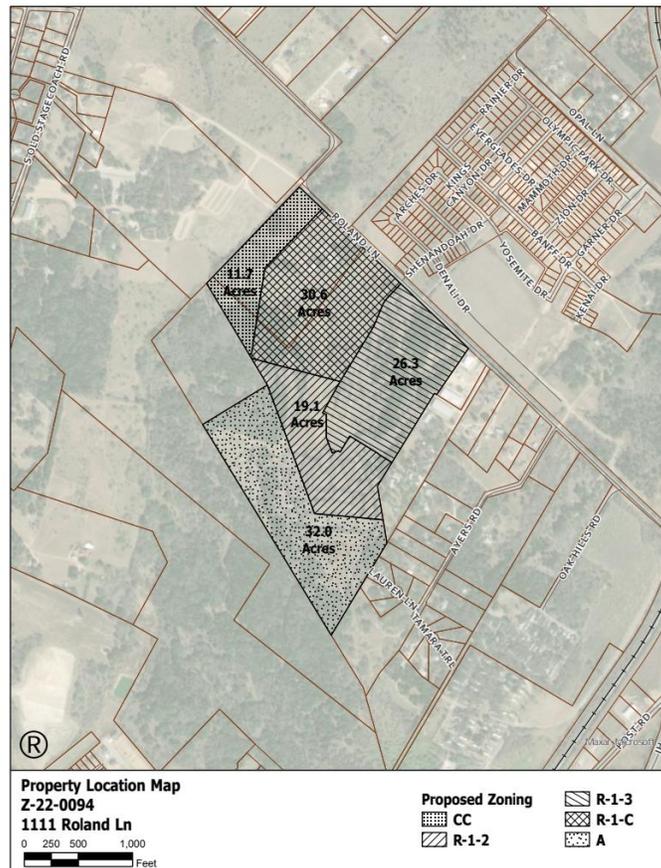
A (Agriculture)

**Sec. 53-36. – Agricultural district A.**

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one-acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(Ord. No. 438, § 23, 11-24-2003)

**Requested Zoning**



A (Agriculture)

**Sec. 53-36. – Agricultural district A.**

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one-acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(Ord. No. 438, § 23, 11-24-2003)

R-1-2 (Single Family Residential 2)

**Sec. 53-89. - Purpose and permitted uses.**

The single-family residential 2 district permits detached single-family dwellings with a minimum of 1,200 square feet of living area, and related accessory structures, on a minimum lot size of 6,825 square feet. There shall be no more than 4.7 houses per buildable acre.

(Ord. No. 438, § 26(a), 11-24-2003)

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

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

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

( [Ord. No. 928](#), § 1(Exh. A), 1-17-2017)

## R-1-C (Residential Condominium)

### **Sec. 53-172. - Purpose and permitted use.**

The residential condominium district R-1-C allows the establishment of a residential housing in compliance with the Texas Uniform Condominium Act, V.T.C.A., Property Code ch. 82, with individual apartments or units having a minimum of 500 square feet living area, inclusive of separate sleeping, living and kitchen facilities.

(Ord. No. 438, § 29(a), 11-24-2003)

## CC (Community Commercial)

### **Sec. 53-667. - Purpose.**

The purpose of the community commercial district [CC] is to provide for slightly more intense commercial uses than allowed in the neighborhood commercial zoning district. The district is established to provide areas for quality retail establishments and service facilities. This district should generally consist of retail nodes located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(Ord. No. 700, § 2(Exh. A), 7-17-2012)

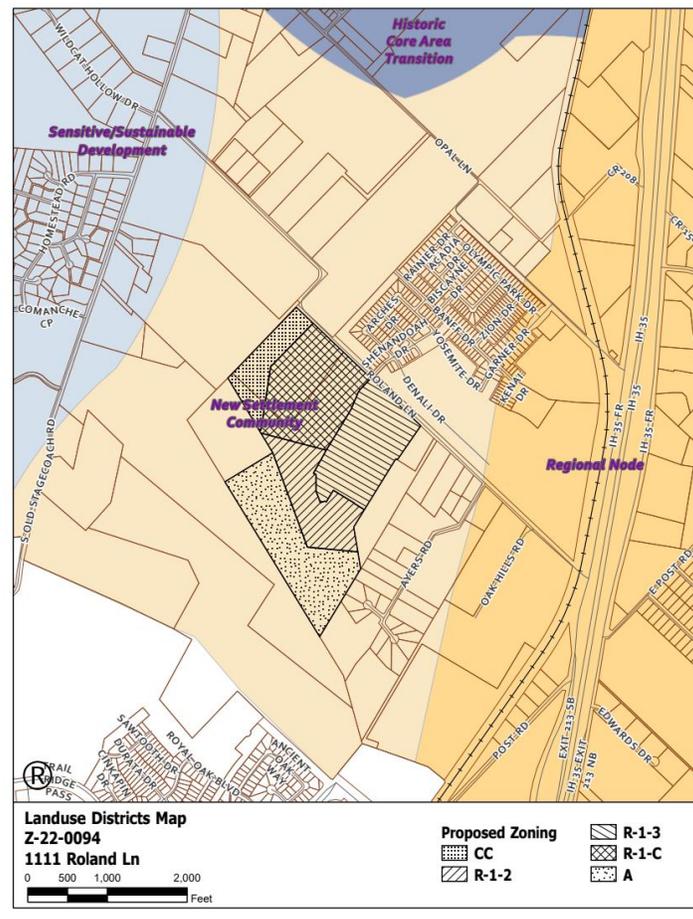
## **Conditions of the Zoning Ordinance**

### **Sec. 53-1205 Amendments**

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

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

### Comprehensive Plan Text



The subject site is in the “New Settlement” land use district. The proposed zoning districts are conditional in the "New Settlement” district. While the “A” district is not technically considered in this part of the City, the temporary zoning of “A” will be applied to the southern portion of the property, until the time the owner wishes to develop.

## New Settlement Community

Recommended Zoning Categories: O/I

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

## **New Settlement Community District**

### 'Character':

The New Settlement District is comprised primarily of farm fields and new residential developments that are being carved out of former farm fields in an area that stretches across the city's southern-most region, from Old Stagecoach Road on the west, across I-35 toward the east, to the western border of the Plum Creek Riparian Landscape. The character of the district is as diverse as the district is expansive, as the New Settlement District spans the largest portion of the southern region of Kyle. For this reason, owing to such a diverse cross-section of Kyle's landscape, the character of the district is defined more by the function of the streets and neighborhoods that serve any particular block being examined, and less by the multiple landforms characteristic of the region as a whole. Northwest to southeast roadway patterns are strong, while northeast to southwest connections are lacking. Traditional residential enclaves predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Some landscapes are bisected by I-35, others are permeated by feeder creeks and tributaries which should require heightened standards for physical development going forward. The region is dominated by legacy agricultural lands which feature old growth stands of trees and sparse one-family residences. However, there are areas experiencing significant development pressures to fulfill the current need for single family residential, and with few barriers to development, the region is growing popularity for new housing, held back in the western region by the large portion of the district being under-served by public waste water utilities. Private and public spaces are clearly separate, with the public domain by shared neighborhood amenities and the private domain defined by privatized landscapes. Acreage tracts abound in the Districts, some of which are uniquely suited for high turnover, high density retail and service uses by their location close to available roadways and wet utilities. Other properties are not yet ripe for development for their location along under-performing roadways, or from being so far removed from sewer and/or sufficient water supply. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape removed from the interstate corridor, should evoke the agricultural heritage of the District. Physical and visual portioning and division of land should be avoided where possible in this District.

### 'Intent':

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

## **Analysis**

The subject property is located approximately halfway between Old Stagecoach Road & IH-35 on Roland Lane. Roland Lane runs in a northwest to southeast direction, is bounded by Old Stagecoach Road to the west and IH-35 to the east. Except for the Paramount subdivision to the northeast (R-1-A zoning), all of the surrounding properties are rural in nature, with a scattering of homes, and multiple wedding and event venues. Approval of the adjacent Paramount project will partially serve as a development catalyst for this part of the city (the other being the South Side Wastewater Line project).

Per the “Character” section of the “New Settlement” land use district, development patterns happen at smaller scale, or on a per parcel level. This is due to the expansive size of the “New Settlement” land use district (encompassing both sides of IH-35). Types of development are decided per availability of utilities, existing surrounding land forms, and natural landscapes/topography. For the portion of the parcel taking access from Roland Lane, the parcel is far enough away from high visibility corridors and is expected to be some form of housing. The western edge will be zoned “Community Commercial” as this area will flank the future FM 110 Bypass (in design by Hays County).

The “CC” zoning district is intentionally designed for commercial development in transition areas. It tends to fit best at the edge of residential areas, along streets or roads with higher traffic counts. The “CC” district will provide local goods and services for the surrounding residents, but not allow uses such as car dealerships, big box retail, or other potentially unwanted land uses. The district also has certain architectural style requirements, that help it fit into adjacent residential areas.

The “Intent” portion of the land use district reflects the topographically “flat” area of the City of Kyle. Residential development typically considers flat or land with shallow gradients as ideal locations to construct projects. This helps save costs across the board, which is then past on to families when purchasing homes.

Regarding infrastructure, water is readily available. Wastewater (sewer) services will be constructed/extended offsite to the south, to intersect with the Southside Wastewater project on Old Post Road. The project is also expected to make drainage improvements at Roland Lane, as well as build a portion of the Vybe trail internal to the property.

As part of the permitting process, the residential project will be required to receive pre-approvals related to site design, street trees, pocket parks, etc., as required per the Residential Style Guide. It will also have to follow standard subdivision design to account for properly built streets, stormwater detention, water and wastewater infrastructure, etc.

As the project is currently undergoing annexation, a development agreement relating to infrastructure is being drafted. The agreement along with annexation and zoning is expected to be approved on May 17, 2022.

### **Recommendation**

Staff supports the rezoning request and asks the Planning & Zoning Commission to vote recommending approval under conditions of full annexation.

---

February 17, 2022

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

RE: Zoning Request Letter  
Bullock Tract  
1111/1113 Roland Lane  
Kyle, Texas 78640

The purpose of this letter is to request a zoning change for a multi-faceted development that will encompass 87.694 acres of the total 119.703-ac tract. The proposed development includes the following proposed uses: single family, multifamily, commercial, and mixed use. The proposed development is 87.694 acres located south of Roland Lane, about 2,600 feet west of the intersection with I-35. The request is to change from the current zoning, Agricultural (A) District, to Residential Condominium (R-1-C), Single-Family Residential 2 (R-1-2), Single-Family Residential 3 (R-1-3), and Community Commercial (CC). The portion of the total 119.703 ac tract that will not be developed (32.009 acres) shall remain Agricultural zoning. Associated acreage allocations per zoning is shown in the table below.

<b>Current Zoning</b>	<b>Requested Zoning</b>	<b>Total Acreage</b>	<b># of Lots</b>
Agricultural (A)	R-1-C	30.565	174
Agricultural (A)	R-1-3	26.322	101
Agricultural (A)	R-1-2	19.130	51
Agricultural (A)	CC	11.677	NA
Agricultural (A)	Agricultural (A)	32.009	NA

Please see enclosed land plan and zoning exhibit for more details.

Thank you,

Edward Coster Bullock, Jr.  
1111/1113 Roland Lane  
Kyle, TX 78640

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: See survey; Vol. 1127, Pg 630&633
# of lots (if subdivided): NA # of acres: 119.703
Site APN/Property ID #(s): 14869, 18869, 14870
Location: 1111/1113 Roland Lane County: Hays
Development Name: Bullock Tract

OWNER

Company/Applicant Name: Edward Coster Bullock, Jr.
Authorized Company Representative (if company is owner):
Type of Company and State of Formation: NA
Title of Authorized Company Representative (if company is owner):
Applicant Address: 1111/1113 Roland Lane, Kyle, TX 78640
Applicant Fax:
Applicant Phone:
Applicant/Authorized Company Representative Email:

APPLICANT REPRESENTATIVE

Check one of the following:

I will represent the application myself; or

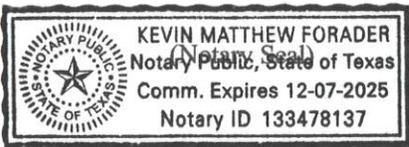
X I hereby designate Kristal L. Harris (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information 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: 2-2-22

State of Texas §
County of Hays §

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 2nd day of February, 2022
[Signature]
Notary Public's Signature
12-07-2025
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Kristal L. Harris, P.E.

Representative Address: 1700 Directors Blvd., Suite 1000, Austin, TX 78744

Representative Phone: (512) 686-3564

Representative Email: KHarris@BGEinc.com

Representative's Signature: *Kristal L. Harris*

Date: 2/1/2022

WARRANTY DEED

1127 830

Date: January 30, 1995

Grantor: Leta G. Hale, a single woman

Grantor's Mailing Address:

38 Roland Lane  
Kyle, Hays County,  
Texas, 78640

DOC# 373802

FILED FOR RECORD  
DOC# 373802 #13  
01-30-1995 02:24:19  
RONNIE DANIELLEY  
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Ret:

Grantee's Mailing Address:

400 Homestead Road  
Kyle, Hays County,  
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My twenty-five (25) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.
4. FURTHER SUBJECT TO A LIFE ESTATE HEREIN GRANTED TO MELVIN EDISON HALE in said twenty-five (25) acres - Grantor reserves to Melvin Edison Hale the joint possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of Melvin Edison Hale.

Grantor, for the consideration and subject to the reservations from and exceptions to

conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

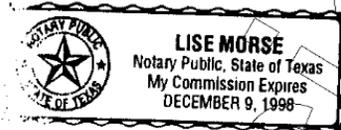
When the context requires, singular nouns and pronouns include the plural.

*Handwritten signature of Leta G. Hale*  
\_\_\_\_\_  
LETA G. HALE

STATE OF TEXAS     §  
                                          §  
COUNTY OF HAYS   §

This instrument was acknowledged before me on the 30<sup>th</sup> day of January, 1995 by LETA G. HALE.

(SEAL)



*Handwritten signature of Lise Morse*  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS  
Attorney at Law  
130 E. San Antonio  
San Marcos, Texas 78666

Unofficial Copy

**EXHIBIT "A"**

**1127 632**

Being a twenty-five (25) acre tract of land, together with improvements, situated partly in the Z. Hinton Survey No. 12, and partly in the James W. Williams Survey of 1/3rd League, Patent No. 68, Vol. 5, all in Hays County, Texas, described by metes and bounds as follows:

BEGINNING at the North corner of a tract of land conveyed by Jason Wilson and wife to Julius Giesecke by deed dated May 22nd, 1896, recorded in Vol. 35, pages 434-436, Hays County Deed records; THENCE S. 45° W. 716 varas with fence to a cedar post; THENCE S. 29° 20' E. 1147 varas with the S. W. line of the said tract to a stake for corner; THENCE N. 32° 45' E. 1049 varas to a stake in the N. E. line of said Jason Wilson tract, from which stake a Live Oak 18" in dia. mkd. X bears due S. 10 vrs; THENCE N. 45° W. 881.7 varas with the line of said Jason Wilson tract to the place of beginning, and containing 150.1 acres of land, more or less, and being the identical land conveyed by and described in a deed from W. E. Welge, Guardian of the Estates of Norma Dell Welge and Marvin Charles Welge, Minors, to A. A. Hale, recorded in Volume 132, pages 216-218, Deed Records of Hays County, Texas.

There is excepted from the above-described parcel of land and not conveyed hereby, that tract of 125 acres conveyed by A. A. Hale and wife, Leta G. Hale, to the Veterans' Land Board of the State of Texas, by deed dated June 22, 1959, and of record in Volume 178, page 27, Deed Records of Hays County, Texas, which 125 acres of land is fully described by metes and bounds in said deed, to which instrument, and the record thereof, reference is here made and same made a part hereof for further description of said excepted tract, and further described as the tract of land described in a deed dated February 28, 1963, recorded in Vol. 195, page 210 of the Real Property Records of Hays County, Texas, from Robert Agee Hale et al to Leta G. Hale.

STATE OF TEXAS  
COUNTY OF HAYS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Hays County, Texas, as stamped hereon by me.

JAN 30 1995



*Doris Dammally*  
COUNTY CLERK  
HAYS COUNTY, TEXAS

WARRANTY DEED

1127 633

Date: January 30, 1995

Grantor: Melvin Edison Hale, a single man

DOC# 373803

Grantor's Mailing Address:

38 Roland Lane  
Kyle, Hays County,  
Texas, 78640

FILED FOR RECORD  
DOC# 373803 #13  
01-30-1995 02:24:20  
RONNIE DANIELLEY  
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Grantee's Mailing Address:

400 Homestead Road  
Kyle, Hays County,  
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My one hundred twenty-five (125) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators,

OFFICIAL PUBLIC RECORDS  
Hays County, Texas

1127 634

successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Melvin Hale  
MELVIN EDISON HALE

STATE OF TEXAS §  
                                          §  
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of January, 1995 by MELVIN EDISON HALE.

(SEAL)



Lise Morse  
Notary Public in and for  
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS  
Attorney at Law  
130 E. San Antonio  
San Marcos, Texas 78666

EXHIBIT "A"

1127 635

That certain real property lying and being situated in the County of Hays and State of Texas, being 60.7 acres out of the Z. Hinton Survey #12 and 64.3 acres out of the James W. Williams Survey #11, a portion of that tract described as 150.1 acres of land in deed from Will H. Schaefer et al to A.A. Hale, said deed dated June 5, 1945, and recorded in Vol. 132, page 218, Hays County Deed Records.

BEGINNING at a concrete monument set at a corner post for the most Easterly corner of the tract herein described, same being the most Easterly corner of the aforementioned Hale 150.1 acre tract and the most Northerly corner of that tract of 82.0 acres of land conveyed to Frank A. Stampert by Walter J. Vaughn and wife by deed dated May 14, 1945, and recorded in Volume 137, page 316, Hays County Deed Records. Said beginning corner being also on the S.W. side of a county road;

THENCE with S.W. side of county road and fence N. 44° 59' W. 281.7 vs. (Record) crossing the S.E. line of the Z. Hinton Survey No. 12 and the N.W. line of the James W. Williams Survey #11, and continuing on in all 580.4 varas to a concrete monument for the most Easterly North corner of the tract herein described;

THENCE leaving county road S. 38° 37' W. 417.6 varas to a concrete monument for a re-entrant corner of the tract herein described;

THENCE N. 44° 59' W. 350.7 varas to a concrete monument set under the fence for most Westerly North corner of the tract herein described, same being on the Southeast line of that tract of 300 acres of land described in a deed from Mrs. Mattie C. Parke to Cecil Hughson, said deed dated November 45, 1930, and recorded in Vol. 102, page 169, Hays County Deed Records;

THENCE with fence and Northeast line of Hughson tract, S. 45° 40' W. 116.7 varas to an angle point;

THENCE continuing with fence and Northeast line of Hughson tract S. 45° 12' W. 177.2 varas to a concrete monument for the most Westerly corner of the tract herein described, same being a re-entrant corner in the aforementioned Hughson tract as fenced and used upon the ground; THENCE continuing with Hughson line and fence S. 29° 35' E. 976.1 varas to angle point; THENCE with fence and Hughson line S. 31° 25' E. 56.9 varas to angle point; THENCE continuing with fence and Hughson line S. 30° 40' E. 116.6 varas to a concrete monument at corner post for the most Southerly corner of the tract herein described same being the most Westerly corner of the aforementioned Frank A. Stampert 82.0 acre tract, and on the line of the aforementioned Hughson 300 acre tract; THENCE with fence and Northwest line of Stampert 82.0 acre tract leaving Hughson tract N. 32° 32' E. 1034.8 varas to the place of beginning, containing 125.00 acres of land according to survey made on the ground in February, 1959, by James R.

1127 636

Hall, Registered Hays County Public Surveyor #408.

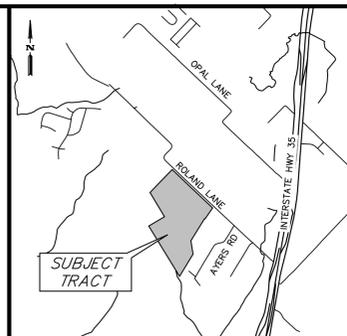
Being the same tract of land as described in a deed dated April 5, 1972, recorded in Vol. 250, page 33 of the real property records of Hays County, Texas, from the Veteran's Land Board of the State of Texas to Melvin Edison Hale.

STATE OF TEXAS  
COUNTY OF HAYS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Hays County, Texas, as stamped hereon by me.

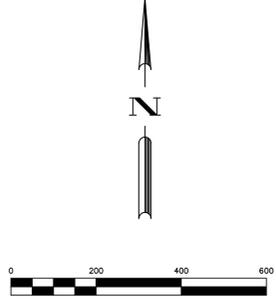
JAN 30 1995



*Donnie Dammally*  
COUNTY CLERK  
HAYS COUNTY, TEXAS



LINE TABLE				
NUMBER	BEARING	DISTANCE	RECORD BEARING	RECORD DIST.
L1	S 34°34'52" W	518.55'	[S 34°35'26" W]	[518.44']
L2	N 58°49'56" E	23.21'	[N 58°50'34" E]	[23.08']
L3	N 44°09'57" E	82.44'	[[N 43°37'39" E]]	[[82.39']]



FRONTIER ESTATES, LLC  
 FG2, LLC, A TEXAS LIMITED LIABILITY COMPANY  
 CALLED 59.30 AC.  
 VOL. 4579, PG. 414  
 O.P.R.H.C.

TEXAS OLD TOWN, INC.,  
 A TEXAS CORPORATION  
 CALLED 50.912 AC.  
 VOL. 1802, PG. 353  
 O.P.R.H.C.

FG2, LLC  
 TRACT- CALLED 16.24 AC.  
 VOL. 4813, PG. 780  
 O.P.R.H.C.

FG2, LLC  
 CALLED 82.18 AC.  
 VOL. 4520, PG. 489  
 O.P.R.H.C.

FG2, LLC  
 CALLED 82.18 AC.  
 VOL. 4520, PG. 489  
 O.P.R.H.C.

RAY WOLBRECHT  
 CALLED 10.00 AC.  
 VOL. 3687, PG. 262  
 O.P.R.H.C.

RYAN'S WOODS  
 BLOCK ONE  
 VOL. 5, PG. 161  
 P.R.H.C.



*Jonathan O. Nobles*  
 JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

- LEGEND**
- BLDG. BUILDING
  - B.W.F. BARBED WIRE FENCE
  - C.L.F. CHAIN LINK FENCE
  - CMP CORRUGATED METAL PIPE
  - C.O. CLEAN OUT
  - CONC. CONCRETE
  - H.W.F. HOG WIRE FENCE
  - NO. NUMBER
  - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
  - PG. PAGE
  - P.B. POINT OF BEGINNING
  - P.A. POWER POLE
  - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
  - S.R.W. STONE RETAINING WALL
  - S.R.F. SPLIT RAIL FENCE
  - S.S. STOP SIGN
  - S.V. SPRINKLER VALVE
  - TEL. TELEPHONE
  - T.R.W. TIMBER RETAINING WALL
  - VOL. VOLUME
  - W.O. WATER FAUCET
  - W.V. WATER VALVE
  - W.W. WATER WELL
  - FOUND 1/2" IRON PIPE
  - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
  - FOUND 1/2" IRON ROD W/CAP "CMR PRO-TECH RPLS 4288"
  - FOUND 1/2" IRON ROD W/CAP "TRI-TECH SURVEYING"
  - FOUND 4" DIAMETER CONCRETE MONUMENT
  - 8" CEDAR FENCE POST
  - △ CALCULATED POINT
  - SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
  - ( ) RECORD INFORMATION, VOLUME 1127, PAGE 630
  - ( ) RECORD INFORMATION, VOLUME 5408, PAGE 758
  - ( ) RECORD INFORMATION, VOLUME 3687, PAGE 262
  - ( ) RECORD INFORMATION, VOLUME 4813, PAGE 780
  - ( ) RECORD INFORMATION, VOLUME 6, PAGE 214

**87.693 ACRES**

**METES AND BOUNDS DESCRIPTION**

FIELD NOTES FOR 87.693 ACRES OF LAND OUT OF THE Z. HINTON SURVEY ABSTRACT NO. 220 AND THE JAMES W. WILLIAMS SURVEY ABSTRACT NO. 473, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 25 ACRE TRACT OF LAND AS CONVEYED TO EDWARD COSTER BULLOCK BY WARRANTY DEED RECORDED IN VOLUME 1127, PAGE 630 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A PORTION OF THE REMAINDER OF A CALLED 125 ACRE TRACT OF LAND AS CONVEYED TO EDWARD COSTER BULLOCK, JR. BY WARRANTY DEED RECORDED IN VOLUME 1127, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 87.693 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an 8-inch cedar fence post found on the southwest right-of-way line of Roland Lane (right-of-way varies), also known as County Road No. 137, on the southeast line of a called 50.912-acre tract of land as conveyed to Texas Old Town, Inc., a Texas corporation by special warranty deed recorded in Volume 1802, Page 353 of the Official Public Records of Hays County, Texas, at the north corner of the above described Bullock 25-acre tract, for the north corner and the POINT OF BEGINNING of the herein described tract;

**THENCE**, with the southwest right-of-way line of said Roland Lane, S 45° 21' 12" E passing at a distance of 840.37 feet to a calculated point for the common north corner of said Bullock 25-acre tract and the above described Bullock remainder tract, continuing on for a total distance of 2,159.15 feet to a 1/2-inch iron rod with cap stamped "TRI-TECH SURVEYING" found on the said right-of-way line of said Roland Lane, at the north corner of a called 2.80 acre tract of land conveyed to Ray Wolbrecht and Sharon Wolbrecht by general warranty deed recorded in Volume 5408, Page 758 of the Official Public Records of Hays County, Texas, being the east corner of said Bullock remainder tract, for the east corner of the herein described tract, from which a 4-inch diameter concrete monument found at the east corner of a called 10.00 acre tract of land conveyed to Ray Wolbrecht by general warranty deed recorded in Volume 3687, Page 262 of the Official Public Records of Hays County, Texas, bears S 45° 21' 12" E a distance of 288.77 feet;

**THENCE**, leaving the southwest right-of-way line of said Roland Lane, with the westerly line of said Wolbrecht 2.80-acre tract, S 34° 34' 52" W a distance of 518.55 feet to a 1/2-inch iron rod with cap stamped "CMR PROTECH RPLS 4288" found at the southwest corner of said Wolbrecht 2.80-acre tract, on the north line of said Wolbrecht 10.00-acre tract, at an exterior corner on the southeast line of said remainder tract, for an exterior corner of the herein described tract;

**THENCE**, with a north line of said Wolbrecht 10.00-acre tract, N 58° 49' 56" W a distance of 23.21 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the most westerly northwest corner of said Wolbrecht 10.00-acre tract at an interior corner of said Bullock remainder tract, for an interior corner of the herein described tract;

**THENCE**, with the westerly line of said Wolbrecht 10.00-acre tract, S 31° 35' 55" W a distance of 1,006.59 feet to a 1/2-inch iron rod with cap stamped "CMR PROTECH RPLS 4288" at a southwest corner of said Wolbrecht 10.00-acre tract, at an angle point in the easterly line of said Bullock remainder tract, for an angle point in the herein described tract;

**THENCE**, with the southwesterly line of said Wolbrecht 10.00-acre tract, S 09° 28' 15" E a distance of 316.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found at the southeast corner of said Wolbrecht 10.00-acre tract, at the common west corner of Lot 1 and Lot 3, Ayers Addition, a subdivision as recorded in Volume 6, Page 214 of the Plat Records of Hays County, Texas, being the easterly corner of said Bullock remainder tract, bears S 09° 28' 15" E a distance of 212.30 feet;

**THENCE**, departing the southwesterly line of said Wolbrecht 10.00-acre tract, over and across said Bullock remainder tract, N 84° 43' 47" W a distance of 635.72 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set, for the southwest corner of the herein described tract;

**THENCE**, continuing over and across said Bullock remainder tract, N 20° 08' 03" W a distance of 1,265.24 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the east corner of a called 16.24 acre tract of land as conveyed to FG2, LLC, a Texas limited liability company by general warranty deed recorded in Volume 4813, Page 780 of the Official Public Records of Hays County, Texas, being an interior corner of said Bullock remainder tract, for an angle point of the herein described tract, from which a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found on the northeast line of called 82.18 acre tract of land conveyed to FG2, LLC, a Texas limited liability company by special warranty deed with vendor's lien recorded in Volume 4520, Page 489 of the Official Public Records of Hays County, Texas, at the south corner of said FG2, LLC, 16.24-acre tract, bears S 59° 05' 06" W a distance of 708.57 feet;

**THENCE**, with the northeast line of said FG2, LLC 16.24-acre tract and a southwest line of said Bullock remainder tract, N 30° 55' 47" W a distance of 1,094.80 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the most westerly common corner of said FG2 and Bullock remainder tracts, in the southeast line of said Texas Old Town 50.912-acre tract, for the west corner of the herein described tract;

**THENCE**, with the southeast line of said Texas Old Town 50.912-acre tract and the northwest line of said Bullock remainder tract, N 44° 09' 57" E a distance of 82.44 feet to a 4-inch diameter concrete monument found at the most westerly corner of said Bullock remainder tract, and said Bullock 25-acre tract, for an angle point the herein described tract;

**THENCE**, continuing with the southeast line of the said Texas Old Town 50.912-acre tract, N 43° 58' 12" E a distance of 1,153.63 feet to the POINT OF BEGINNING and containing 87.693 acres of land, more or less.

**GENERAL NOTES**

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. DISTANCES SHOWN HEREON ARE SURFACE VALUES COMBINED SCALE FACTOR = 0.99989465.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48209C0385F, REVISED SEPTEMBER 2, 2005.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND COUNTERSIGNED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 2875985-FW26, DATED EFFECTIVE SEPTEMBER 16, 2021 AND ISSUED ON OCTOBER 13, 2021.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

**RESTRICTIVE COVENANT AND EASEMENT NOTES:**

10. TERMS, CONDITIONS AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED JUNE 29, 2016 IN COUNTY CLERK'S FILE NO. 16020572, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT (NOT PLOTTABLE).

To Tri Pointe Homes Texas, Inc., First American Title Guaranty Company and First American Title Insurance Company:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 9, 14 and 16 of Table A thereof. The field work was completed on November 9, 2021.

Date of Plot or Map: January 13, 2022

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

**ALTA/NSPS LAND TITLE SURVEY OF 87.693 ACRES OUT OF THE Z. HINTON SURVEY A-220 AND THE JAMES W. WILLIAMS SURVEY A-473 CITY OF KYLE, HAYS COUNTY, TEXAS**

PARTY CHIEF: M.G.	ISSUE DATE: 01/13/2022	SHEET <b>1</b>
TECHNICIAN: M.G.	SCALE: 1"=200'	
R.P.L.S.: J.N.	JOB NUMBER: 9558-00	OF <b>1</b>
FIELD BOOK NAME: 91		
BASE FILE: C:\TDC\Projects\Tripointe\9558-00-Bullock-Tract\SV\04_Fig04\Drawings\9558-00-Bullock-Tract-87-693-Ac		



# CITY OF KYLE, TEXAS

## Burger King - Conditional Use Permit (CUP-22-0052)

**Meeting Date: 5/10/2022**  
**Date time:6:30 PM**

**Subject/Recommendation:** Consider a request to construct a 2,911 square foot restaurant (on site dining and drive-thru), and site plan located within the I-35 overlay district. (Burger King - 22431 IH-35 - Conditional Use Permit - CUP-22-0052)

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- Staff Memo
- Building Elevations
- Dumpster Enclosure
- Landscape Plan
- Landowner Authorization Form
- Deed



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Planning & Zoning Commission

**FROM:** Will Atkinson – Senior Planner

**DATE:** Tuesday, May 10, 2022

**SUBJECT:** Burger King, Center Street Village (CUP-22-0052)

### REQUEST

The applicant seeks to construct a 2,911 square foot restaurant (on site dining and drive-thru), and site plan. The building façades are comprised of Marble Grey & Glacier White bricks, red accent banding along the roof line, and windows. The architectural design has appropriate bump outs and roof elevation changes.

### LOCATION

The property is located at 22431 IH-35, Kyle, TX 78640, approximately 400 feet north of the intersection of IH-35 & E FM 150.



## **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**

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 building and site work;
2. The architecture style of the building meets the intent and requirements in the I-35 Overlay;
3. Materials types and specific colors are available on the elevation sheet;
4. The overall design aesthetic and color palette does match the current ideals within the I-35 Overlay standard. For the masonry per each building, each building is 90% masonry. Glass and doors are not counted in the overall calculation per the I-35 Overlay District.

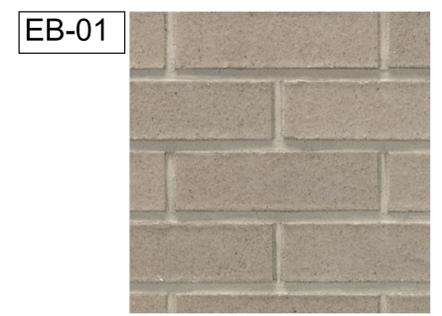
The site plan shown as an exhibit is code compliant and matches the proposed building for both the Warehouse zoning district and I-35 Overlay.

### **RECOMMENDATION**

Staff has reviewed the color elevations for compliance with the Sec. 53-899 (I-35 Overlay design standards), and the plans are compliant. Staff recommends approval of the conditional use permit (CUP-22-0052).



**1 MAIN ENTRANCE ELEVATION**  
SCALE: 1/4" = 1'-0"



**EB-01**  
**MARBLE GRAY**  
Smooth Texture  
Perla East Gate Plant  
Blend: PEP166, item #106753  
Also made as: Closure, King, Norman,  
King tB, Modular tB, Triple, Utility



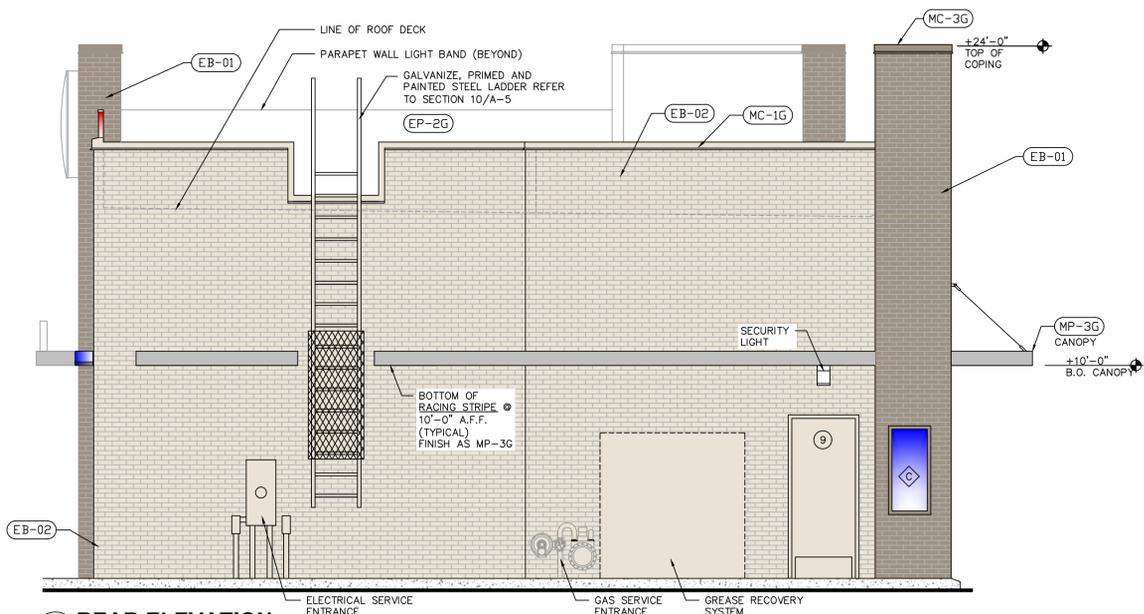
**EB-02**  
**GLACIER WHITE**  
Smooth Texture  
Perla East Gate Plant  
Blend: PEP050, item #105822  
Also made as: Closure, King, Norman,  
King tB, Modular tB, Triple, Utility



**2 DRIVE THROUGH ELEVATION**  
SCALE: 1/4" = 1'-0"



**3 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**4 REAR ELEVATION**  
SCALE: 1/4" = 1'-0"

REV	DATE	DESCRIPTION



BURGER KING



22431 I-35,  
KYLE, TX 78640

SHEET NAME:  
COLOR ELEVATIONS

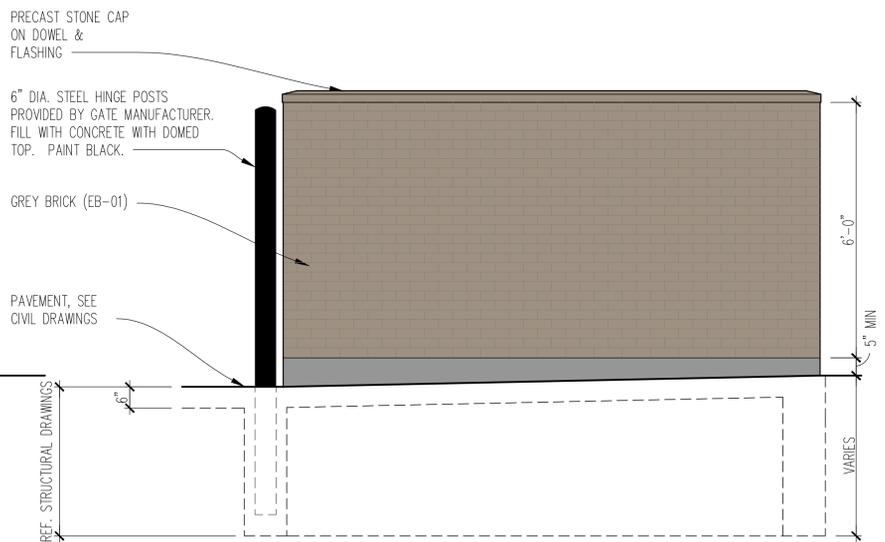
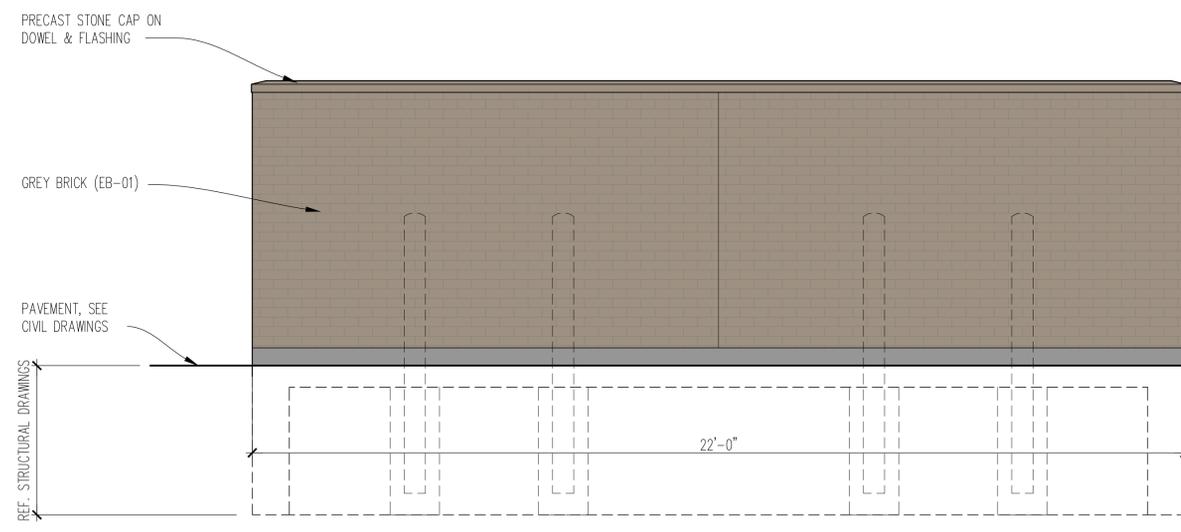
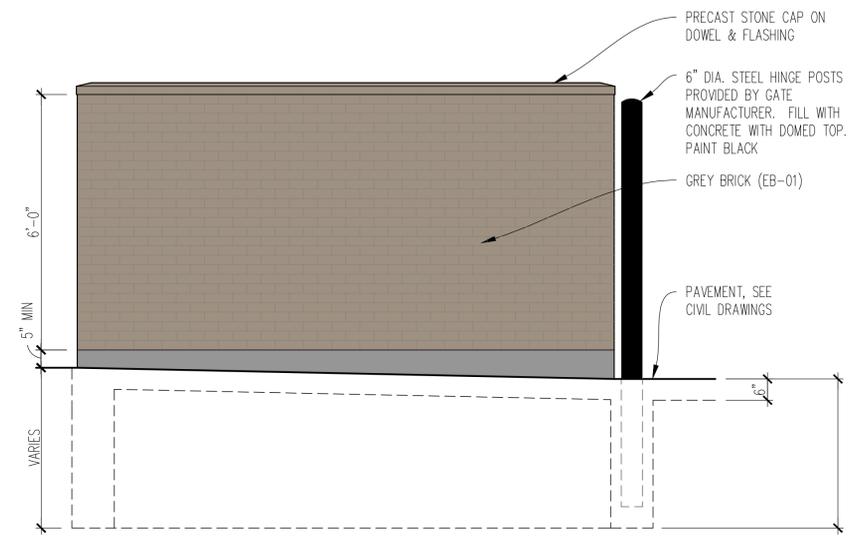
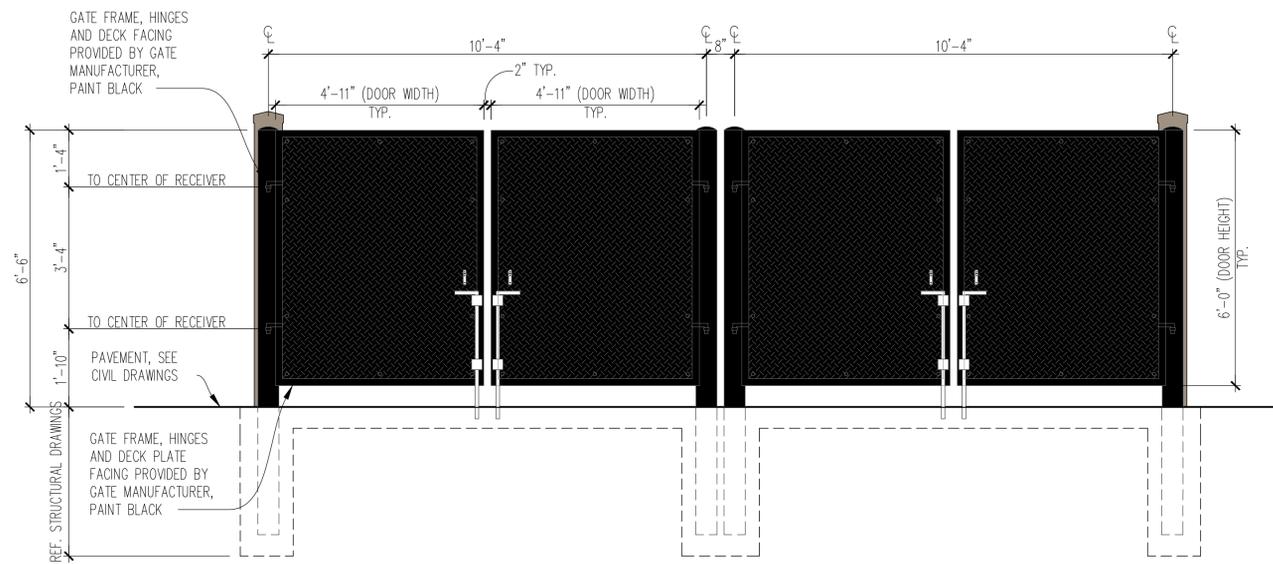
SHEET #:

**A-3**

EB-01

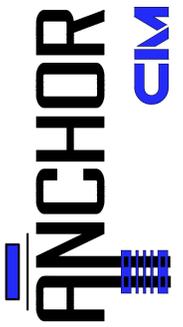


**MARBLE GRAY**  
 Smooth Texture  
 Perla East Gate Plant  
 Blend: PEP166, item #106753  
 Also made as: Closure, King, Norman,  
 King tB, Modular tB, Triple, Utility



**01 TRASH ENCLOSURE ELEVATIONS**  
 SCALE: 1/2"=1'-0"

REV	DATE	DESCRIPTION



BURGER KING



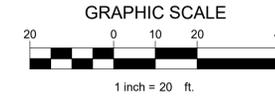
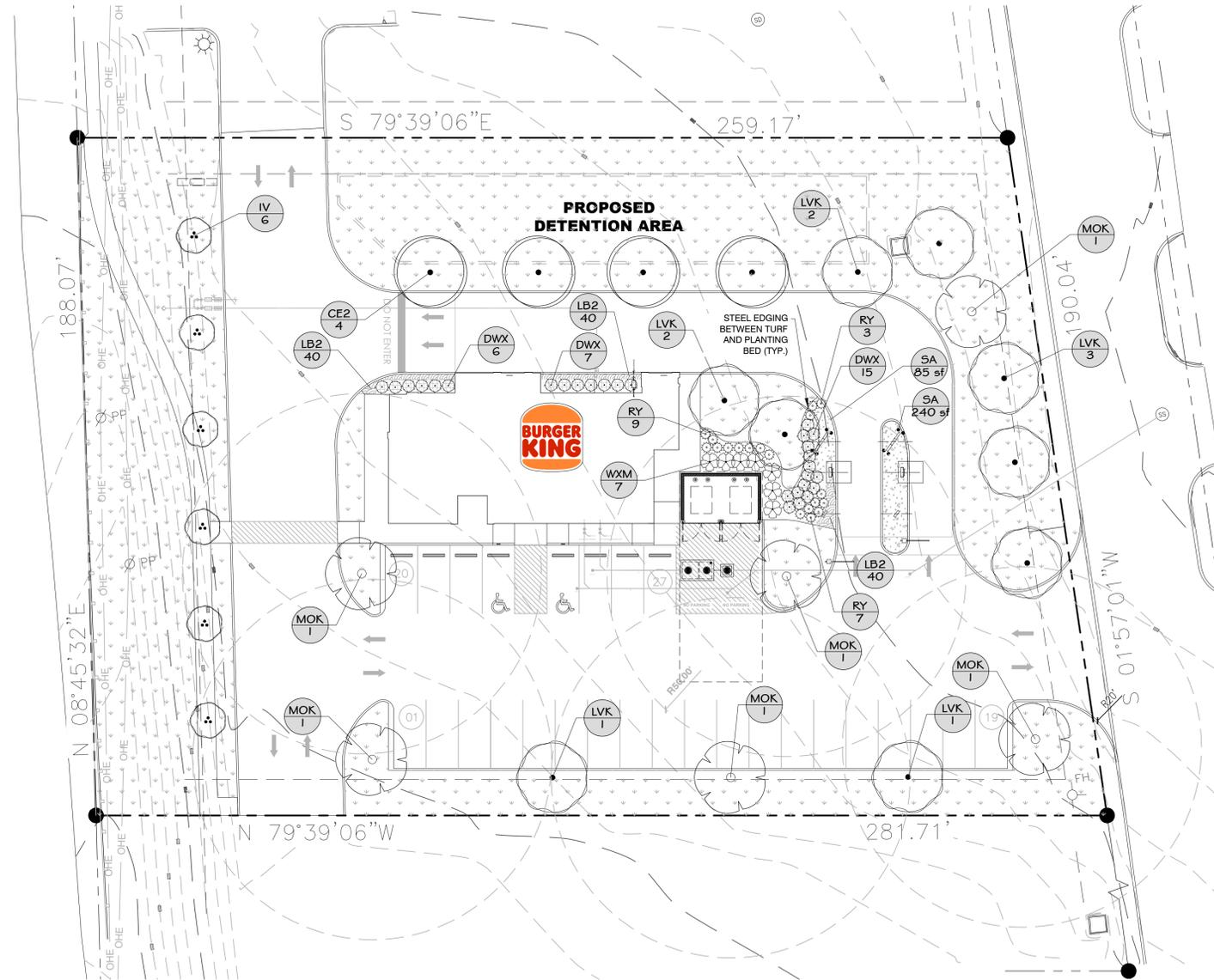
22431 I-35,  
 KYLE, TX 78640

SHEET NAME:  
 MASONRY TRASH ENCLOSURE DETAILS

SHEET #:  
**AS-3.1**

# I.H. NO. 35 FRONTAGE ROAD

(VARIABLE WIDTH RIGHT-OF-WAY)



## PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	ROOT	CONT	HEIGHT	QTY
	IV	Ilex vomitoria / Yaupon Holly parking lot tree	CONT.	3"Cal	min. 6'	6
	LVK	Quercus virginiana / Live Oak min. 10' ht; bufferyard tree	CONT.	3"Cal	6-8' ht.	9
	MOK	Quercus polymorpha 'Monterey' / Monterey Oak min. 6' ht; parking lot tree	CONT.	2"Cal	8-10' ht.	6
	CE2	Ulmus crassifolia / Cedar Elm parking lot tree	CONT.	3"Cal	8-10' ht.	4
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE			
	RY	Hesperaloe parviflora / Red Yucca 30" o.c.	3 gal			19
	WXM	Myrica cerifera / Southern Wax Myrtle 60" o.c.	5 gal			7
	DWX	Myrica pusilla / Dwarf Wax Myrtle 36" o.c.	3 gal			28
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE			
	SA	/ Ornamental Aggregate 3" depth over weed fabric; dark color; submit for owner approval prior to bid/installation	n/a			325 sf
	CD	Cynodon dactylon 'tif 419' / Bermuda Grass	sod			21,527 sf
	LB2	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal.			120

## GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
  - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN  $\pm 0.1'$  OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
  - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
  - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
  - AFTER INSTALLING SOIL AMENDMENTS IN SHRUB AREAS, AND IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, ENSURE THAT THE FINISH GRADE IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 3" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
  - AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 1" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
  - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT FOR GROUND COVER PATTERNS SHALL TAKE PRECEDENCE.
  - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
  - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- CONTRACTOR SHALL MODIFY EXISTING IRRIGATION SYSTEM TO ACCOMMODATE PROPOSED PLANTINGS & ENSURE FULL FUNCTIONALITY OF SYSTEM.
- ALL TREES WITHIN 5' OF PAVEMENT SHALL HAVE ROOT BARRIERS INSTALLED PER DETAIL F ON SHEET LP-2.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

## LANDSCAPE REQUIREMENTS - KYLE, TEXAS

SITE AREA: 50,843 SF  
 REQUIRED LANDSCAPE AREA: 7,626 SF (15%)  
 PROVIDED LANDSCAPE AREA: 22,270 SF (44%)

LANDSCAPE AREA REQUIREMENTS:  
 25 TREES REQUIRED  
 25 TREES PROVIDED  
 51 SHRUBS REQUIRED  
 54 SHRUBS PROVIDED

TOTAL TREES PROVIDED: 25 TREES  
 MAXIMUM UNDERSTORY: 6 TREES (25%)  
 UNDERSTORY PROVIDED: 6 TREES

## MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

## ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

## PLANTING AND IRRIGATION GUARANTEE

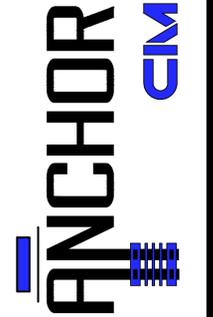
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.



DATE: 1/7/22



REV	DATE	DESCRIPTION



BURGER KING



I-35, KYLE, TX 78640

SHEET NAME:  
LANDSCAPE PLANTING

SHEET #:  
LP-1

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: CENTER STREET VILLAGE, BLOCK A
# of lots (if subdivided): LOT 6 # of acres: 1.17
Site APN/Property ID #(s): 11-1350-000A-00600-2
Location: KYLE TX County: HAYS COUNTY
Development Name: BURGER KING

OWNER

Company/Applicant Name: Houston Foods Inc.
Authorized Company Representative (if company is owner): Jimmy Wachaa
Type of Company and State of Formation:
Title of Authorized Company Representative (if company is owner): Director of Asset Management
Applicant Address: 4415 Hwy 6 Sugar Land, TX 77478
Applicant Fax:
Applicant Phone: 773-827-1740
Applicant/Authorized Company Representative Email: jimmy@gulshaninc.com

APPLICANT REPRESENTATIVE

Check one of the following:

I will represent the application myself; or

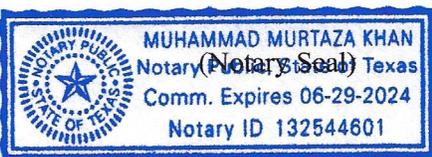
I hereby designate Joel Castro (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and 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: 10-6-21

State of TX
County of FT. BEND

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 6th day of October, 2021.

[Signature]
Notary Public's Signature
06/29/2024
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Joel Castro  
Representative Address: 4415 Hwy 6 Sugar Land, TX 77478  
Representative Phone: 210-313-4585  
Representative Email: joel@anchorcm.net  
Representative's Signature:  Date: 10.06.2021

**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.**

AUSTIN TITLE COMPANY

GF# AUT 21005150-668 **General Warranty Deed**

**Date:** August 30, 2021

**Grantors:** CENTER STREET VILLAGE, LP, a Texas limited partnership, Steve Durso, and Joseph F. Mooney, 10801 N MoPac, Building 3, Suite 201, Austin, Texas 78759

**Grantee:** Allstate BK Real Estate Holdings, Ltd., a Texas limited partnership, 4415 Hwy 6, Sugar Land, Texas 77478

**Consideration:** Ten dollars and other good and valuable consideration the receipt and sufficiency of which is acknowledged.

**Property (including any improvements):**

**TRACT 1:**

Lot 6, Block A, CENTER STREET VILLAGE, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Page 72, Plat Records of Hays County, Texas.

**TRACT 2:**

Non-Exclusive Easement Estate for ingress and egress purposes over and across that Reciprocal Access Easement as dedicated on the subdivision plat of CENTER STREET VILLAGE, as recorded in Volume 12, Page 72, Plat Records of Hays County, Texas.

**TRACT 3:** Non-Exclusive Easement Estate for access and parking, as created and defined in Declaration of Covenants, Restrictions and Reciprocal Easements dated June 5, 2003, recorded in Volume 2237, Page 790, Official Public Records of Hays County, Texas.

**TRACT 4:** Non-Exclusive Easement Estate for ingress and egress, as created and defined in Declaration of Covenants, Restrictions and Reciprocal Easement Agreement dated August 2, 2004, recorded in Volume 2516, Page 422, Official Public Records of Hays County, Texas.

**Exceptions to Conveyance and Warranty:** This conveyance is made by Grantors and accepted by Grantee subject to those Exceptions to Title set out on Exhibit A, attached, to the extent that they are valid and subsisting and affect the Property.

**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.**

AUSTIN TITLE COMPANY

GF# AUT 21005150-668 **General Warranty Deed**

**Date:** August 30, 2021

**Grantors:** **CENTER STREET VILLAGE, LP**, a Texas limited partnership, **Steve Durso**, and **Joseph F. Mooney**, 10801 N MoPac, Building 3, Suite 201, Austin, Texas 78759

**Grantee:** **Allstate BK Real Estate Holdings, Ltd.**, a Texas limited partnership, 4415 Hwy 6, Sugar Land, Texas 77478

**Consideration:** Ten dollars and other good and valuable consideration the receipt and sufficiency of which is acknowledged.

**Property** (including any improvements):

**TRACT 1:**

Lot 6, Block A, CENTER STREET VILLAGE, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Page 72, Plat Records of Hays County, Texas.

**TRACT 2:**

Non-Exclusive Easement Estate for ingress and egress purposes over and across that Reciprocal Access Easement as dedicated on the subdivision plat of CENTER STREET VILLAGE, as recorded in Volume 12, Page 72, Plat Records of Hays County, Texas.

**TRACT 3:** Non-Exclusive Easement Estate for access and parking, as created and defined in Declaration of Covenants, Restrictions and Reciprocal Easements dated June 5, 2003, recorded in Volume 2237, Page 790, Official Public Records of Hays County, Texas.

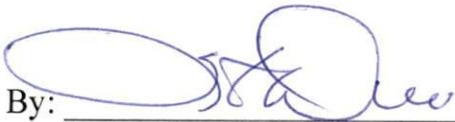
**TRACT 4:** Non-Exclusive Easement Estate for ingress and egress, as created and defined in Declaration of Covenants, Restrictions and Reciprocal Easement Agreement dated August 2, 2004, recorded in Volume 2516, Page 422, Official Public Records of Hays County, Texas.

**Exceptions to Conveyance and Warranty:** This conveyance is made by Grantors and accepted by Grantee subject to those Exceptions to Title set out on Exhibit A, attached, to the extent that they are valid and subsisting and affect the Property.

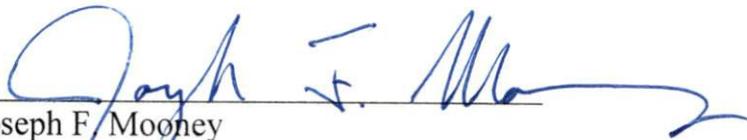
Grantors, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grant, sell, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

**CENTER STREET VILLAGE, LP,**  
a Texas limited partnership

By: Center Street Village Development Group, LLC  
a Texas limited liability company,  
its General Partner

By:   
Steve Durso, Manager

  
Steve Durso

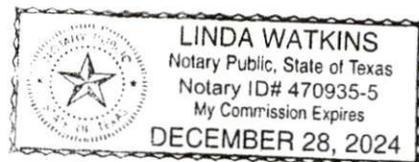
  
Joseph F. Mooney

**ACKNOWLEDGMENTS**

STATE OF TEXAS        }  
                                  }  
COUNTY OF TRAVIS    }

This instrument was acknowledged before me on August 30, 2021 by Steve Durso, as Manager of Center Street Village Development Group, LLC General Partner of Center Street Village, LP., a Texas limited partnership.

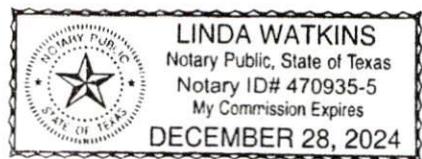
  
Notary Public, State of Texas



STATE OF TEXAS        }  
                                  }  
COUNTY OF TRAVIS    }

This instrument was acknowledged before me on August 30, 2021 by Steve Durso.

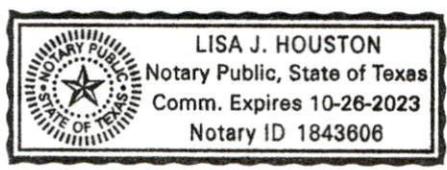
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS        }  
                                  }  
COUNTY OF TRAVIS    }

This instrument was acknowledged before me on August 30, 2021 by Joseph F. Mooney.

  
\_\_\_\_\_  
Notary Public, State of Texas



## EXHIBIT A

### Exceptions to Title

1. The following restrictive covenants of record itemized below

:  
Volume 12, Page 72, Plat Records of Hays County, Texas, and Volume 2022, Page 121, Volume 2237, Page 790, Volume 2516, Page 422, Document No. 18015713 and Document No. 18038516, Official Public Records of Hays County, Texas. (All Tracts)

Volume 18, Page 260 and Volume 19, Page 98, Plat Records of Hays County, Texas.  
(Tract 2)

- 2 Building setback lines as set forth on the plat recorded in Volume 12, Page 72, Plat Records of Hays County, Texas, and in the Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Volume 2237, Page 790, Official Public Records of Hays County, Texas. (All Tracts)

- 3 Easement(s), easement rights, terms, conditions and stipulations as set forth in the Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Volume 2237, Page 790, Official Public Records of Hays County, Texas, as affected by Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Document No. 18015713, Official Public Records of Hays County, Texas. (All Tracts)

- 4 Easement(s), easement rights, terms, conditions and stipulations as set forth in the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easement Agreement recorded in Volume 2516, Page 422, Official Public Records of Hays County, Texas, as affected by Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements recorded in Document No. 18038516, Official Public Records of Hays County, Texas. (All Tracts)

- 5 Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Kyle

Purpose: As provided in said instrument

Recording No: Volume 973, Page 289, Official Public Records of Hays County, Texas, and as shown on the plat recorded in Volume 12, Page 72, Plat Records of Hays County, Texas (Tract 2)

- 6 Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Kyle

Purpose: As provided in said instrument

Recording No: Volume 2526, Page 622, Official Public Records of Hays County, Texas

(Tract 2)

7. Assessments, charges and liens as set forth in the document

Entitled: Agreement Declaration of Covenants, Conditions, Restrictions and Reciprocal Easement

Recording Date: August 2, 2004

Recording No: Volume 2516, Page 422, Official Public Records of Hays County, Texas  
(All Tracts)

8. All easements and/or easement rights, building setback lines, and dedications as set out on the plat recorded in Volume 18, Page 260 and Volume 19, Page 98, Plat Records of Hays County, Texas. (Tract 2)



**THE STATE OF TEXAS  
COUNTY OF HAYS**

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

21047671 DEED  
08/31/2021 11:19:17 AM Total Fees: \$46.00

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





# CITY OF KYLE, TEXAS

Amberwood Retail Center -  
Conditional Use Permit (CUP-22-  
0053)

Meeting Date: 5/10/2022  
Date time: 6:30 PM

**Subject/Recommendation:** (Postponed 4/12/22) Consider a request to construct a combined total of 19,120 square feet of retail space, convenience store, fuel canopy and site plan located within the I-35 overlay district. (Amberwood Retail Center - 18915 IH-35 - Conditional Use Permit - CUP-22-0053)

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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## ATTACHMENTS:

### **Description**

- Staff Memo
- Summary Letter
- Landowner Authorization Letter
- Deed
- Building 1 Elevations - Revised
- Building 1 Elevations
- Building 2 Elevations - Revised
- Building 2 Elevations
- Fuel Canopy & Dumpster Enclosure Elevations
- Landscape Plan



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

**TO:** Planning & Zoning Commission

**FROM:** Will Atkinson – Senior Planner

**DATE:** Tuesday, May 10, 2022

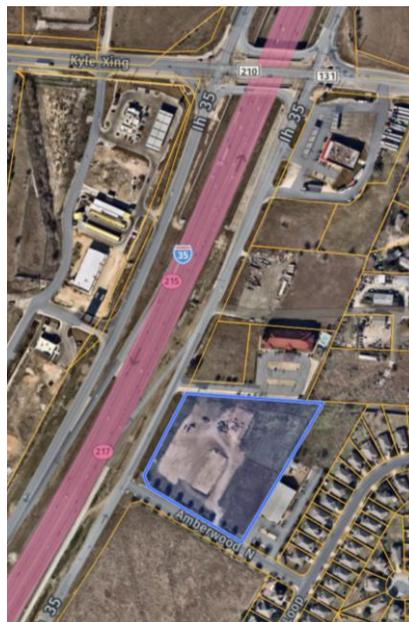
**SUBJECT:** Amberwood Retail Center (CUP-22-0053)

### REQUEST

The applicant seeks to construct a combined total of 19,120 square feet of retail space, convenience store, fuel canopy and site plan. The building façades are comprised of brown & tan bricks, charcoal gray metal paneling (accent), and significant areas of glass. The architectural design has appropriate bump outs and roof elevation changes.

### LOCATION

The property is located at 18915 IH-35, Kyle, TX 78640, approximately 0.25 miles south of the intersection of IH-35 & Windy Hill Road at Amberwood North.



## **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**

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 building and site work;
2. The architecture style of the building meets the intent and requirements in the I-35 Overlay;
3. Materials types and specific colors are available on the elevation sheet;
4. The overall design aesthetic and color palette does match the current ideals within the I-35 Overlay standard. For the masonry per each building, each building is 90% masonry. Glass and doors are not counted in the overall calculation per the I-35 Overlay District.

The site plan shown as an exhibit is code compliant and matches the proposed building for both the Warehouse zoning district and I-35 Overlay.

### **RECOMMENDATION**

Staff has reviewed the color elevations for compliance with the Sec. 53-899 (I-35 Overlay design standards), and the plans are compliant. Staff recommends approval of the conditional use permit (CUP-22-0053).



**Tchen Architect**

1303 ELM FOREST DRIVE, CEDAR PARK, TEXAS 78613 512.351.1801 tchenarch@gmail.com

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February 18, 2022

Re. Amberwood Retail Center  
CUP (Conditional Use Permit) on I-35 Corridor  
18915 & 18901 IH-35 Frontage Road  
Kyle, Texas 78640

To: City of Kyle  
Kyle, Texas 78640

To whom it may concern,

We are submitting the attached CUP application package for your review.  
The presentation in the package is in line with Sec. 53-899 of the Code.

The package includes:

- 1) Deed of Trust
- 2) Landscape plan
- 3) Owner Authorization form
- 4) Five (5) 3-dimensional colored rendering views of the project.
- 5) Colored elevations and material % on A1-2.0, A2-2.0, and A3-2.0  
Including Building-1, Building-2, Fuel Canopy and the Dumpster  
Enclosure.

We thank you for your time and attention to this matter.

Sincerely submitted,



Tracy T. Chen, NCARB  
Principal



February 9, 2022

Amberwood Retail Center  
Navroz Karimali  
11421 Shoreview Overlook  
Austin, TX 78732

To: City of Kyle Planning/Building Dept.

To Whom It May Concern:

I Navroz Karimali, owner of Amberwood Retail Center, authorize TChen Architects to submit for Conditional Use Permit (CUP) for my development project located at 18915 I35, Kyle, TX 78640.

Please let me know if you have any questions/concerns.

*Navroz Karimali*  
Navroz Karimali  
Owner

**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.**

**DEED OF TRUST  
(WITH SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES,  
AND FINANCING STATEMENT)**

**EFFECTIVE DATE:** May 14, 2021

**GRANTOR:** **Three Stars Partners LLC,  
a Texas limited liability company**

**GRANTOR'S ADDRESS:** 10201 Ivalenes Hope Drive  
Austin, Texas 78717

**TRUSTEE:** **Jonathan Voight**

**TRUSTEE'S MAILING ADDRESS:** 902 Palm Valley Blvd.  
Round Rock, Texas 78664

**BENEFICIARY:** **VeraBank, N.A.**

**BENEFICIARY'S MAILING ADDRESS:** 902 Palm Valley Blvd.  
Round Rock, Texas 78664

**NOTE:** Dated of even date herewith, in the amount of  
**\$960,000.00** from Grantor to Beneficiary

**LOAN DOCUMENTS:** The Note, this Deed of Trust, a Loan Agreement, three Guaranty Agreements, all of even date herewith, and all security agreements, pledges, Assignments, and other collateral documents executed for the benefit of Beneficiary to secure the Note.

**PRIOR LIENS:**

None.

**ARTICLE I - GRANT**

Grantor, for the purpose of securing the indebtedness hereinafter described to which Grantor is a party, and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, has granted, sold and conveyed, and by these presents does grant, sell and convey unto **Jonathan Voight, Trustee**, and his substitutes or successors and assigns, all of its right, title and interest in and to the land, improvements thereon and property situated in **Hays County, Texas**, described below (the "Land"), the Land being subject, however, only to those restrictions, covenants, reservations, conditions, rights-of-way, and easements, if any, affecting the Land that are valid, existing, and properly of record and specifically listed in Schedule B to the title commitment issued in connection herewith as GF No. 971747 with the most recent issue date (the "Permitted Encumbrances");

***Lot 1, in Block A, of South Corridor Park Phase One, an addition in Hays County, Texas, according to the map or plat thereof recorded in/under Volume 11, Page 264 of the Map/Plat Records of Hays County, Texas.***

Together with:

- (A) All buildings and other improvements thereon and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property owned by Grantor, now or hereafter installed or used as fixtures on the Land or the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, machinery, appliances, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, carpets, and other floor coverings and shrubbery and other chattels used or furnished in connection with the operation, use and enjoyment of the Land and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the Land (collectively, the "Improvements"; the Land and the Improvements being collectively referred to hereinafter as the "Real Property");
- (B) Any and all current or future leases, subleases, licenses, concessions or other agreements (whether written or oral, and whether now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Real Property, together with all security and other deposits made in

connection therewith and together with any amendments, extensions, renewals or replacements of any of the foregoing (collectively, the “Leases”);

- (C) All rents, revenues, income and profits arising from any part of the Real Property and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantor under all present and future oil, gas and mineral leases on any part of the Real Property, and including any rents, fees, foreclosure proceeds, or other revenue from storage buildings on the Real Property (collectively, the “Rents”);
- (D) All of Grantor’s right, title and interest in and to all intangible property (collectively, the “Intangible Property”), if any, pertaining to the Real Property or the use thereof, including without limitation, Declarant rights under restrictive covenants and condominium regimes, fiscal deposits held with governmental bodies, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans, landscape plans, construction plan, utility rights, and consents and licenses;
- (E) All easements, if any, benefiting the Real Property (collectively, the “Easements”);
- (F) All of Grantor’s current or future right, title and interest in and to plans and specifications for development of or construction of improvements on the Real Property, all bonds, permits, licenses, building permits, site development permits, development agreements, water, wastewater, and stormwater agreements and permits, utility contracts and agreements, and other rights and privileges granted with respect to the development and construction and the Real Property, and all contracts and subcontracts relating to construction of improvements on the Real Property (collectively, the “Construction and Development Contracts”);
- (G) All of Grantor’s current or future right to reimbursement, proceeds, financing proceeds (including from the sale of bonds or other financing) from any public improvement district, municipal utility district, municipal management district, or any other special district (collectively “Special District”) applicable to the Real Property rights of, including the right to control or operate any such Special District (the “Special District Rights”);
- (H) All of Grantor’s right, title, and interest in and to any current or future sales contracts for sale of the Real Property, including any escrow deposits or payments made prior to closing (the “Sales Contracts”);
- (I) All rights and appurtenances pertaining to the Real Property, including without limitation all rights of way, licenses, rights of ingress and egress, remainders, reversions, and reversionary rights or interests, appurtenances, and signage rights used in connection with, pertaining to, or benefitting the Real Property; any strips

or gores between or among the Real Property and abutting or adjacent tracts; all water and water rights, and all certificates, permits and adjudications relating thereto applicable to the Real Property; all timber, crops, mineral interests and surface materials in, on, or pertaining to the Real Property (collectively, the "Rights and Appurtenances"); and

- (J) All the estate, right, title and interest of every nature whatsoever of Grantor in and to all of the foregoing and every part and parcel thereof;

TO HAVE AND TO HOLD the Real Property, the Leases, the Rents, the Intangible Property, the Easements, the Construction and Development Contracts, the Special District Rights, the Sales Contracts and the Rights and Appurtenances (collectively, the "Mortgaged Property") unto the Trustee, and to his substitutes or successors and assigns forever. And Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend the Mortgaged Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

#### ARTICLE II - TRUSTS

This conveyance, however, is made in TRUST to secure the payment of (1) one certain promissory note dated of even date herewith, in the principal sum of **\$960,000.00** (the "Note") executed by Grantor, payable to the order of **VeraBank, N.A.** and bearing interest as therein stipulated and providing for acceleration of maturity and for attorneys' fees (the "Note"); (2) any modifications, extensions, renewals, and rearrangements of the Note; (3) all other obligations, if any, described or referred to in this Deed of Trust; (4) any and all sums, together with interest accruing thereon as herein provided, which may hereafter be advanced by the Beneficiary and/or owed under the terms of the Loan Documents on account of the failure of Grantor to keep, observe, or perform Grantor's covenants under the Loan Documents; and (5) any debt, obligation or liability that Borrower and/or Grantor may subsequently owe to Beneficiary, regardless of how the other debts, obligations, and liabilities are incurred and regardless of whether they are evidenced by a note, open account, overdraft, endorsement, surety agreement, guarantee, or other document.

Until Beneficiary releases it, this deed of trust will remain fully in effect to secure future advances and debts to Borrower and/or Grantor, regardless of any additional security given for any such debt and regardless of any renewals, extensions, or partial releases thereof. Notwithstanding the foregoing, however, upon the payment in full of the Note, Beneficiary shall promptly release the Mortgaged Property covered hereby.

The term "Indebtedness" as used in this instrument shall mean and include the Note and all other indebtedness or obligations described or referred to in this Article II.

Except as otherwise specifically provided herein, should Grantor do and perform all of the covenants and agreements herein contained, and Borrower and/or Grantor shall make prompt payment of the Indebtedness as the same shall become due and payable, then this conveyance

shall become null and void and of no further force and effect, and shall be released at the expense of Grantor, by the Beneficiary.

### ARTICLE III - COVENANTS AND AGREEMENTS

Grantor covenants and agrees as follows:

That it is lawfully seized of the Mortgaged Property, and has the right to convey the same, and that the Mortgaged Property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of the Mortgaged Property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Mortgaged Property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a prior lien on the Mortgaged Property, including any improvements hereafter made a part of the Mortgaged Property.

To pay or cause to be paid, before delinquent, all taxes and assessments of every kind or character in respect of the Property or any part thereof and, from time to time upon request of Beneficiary, but in any event within 30 days after taxes would otherwise become delinquent, to furnish to Beneficiary evidence satisfactory to Beneficiary of the timely payment of such taxes and assessments and governmental charges (the word "assessments" as used herein includes not only assessments and charges by any governmental body, but also all other assessments and charges of any kind, including, but not limited to, assessments or charges for any utility or utility service, easement, license or agreements upon, for the benefit of, or affecting the Property, and assessments and charges arising under subdivision, condominium, planned unit development or other declarations, restrictions, regimes or agreements). IT SHALL BE A DEFAULT OF THE NOTE AND THIS DEED OF TRUST IF GRANTOR FAILS TO PAY ALL TAXES AND ASSESSMENTS ON THE PROPERTY WHEN DUE. SUCH DEFAULT SHALL CONTINUE AND IS NOT CURED BY GRANTOR IN THE EVENT A THIRD PARTY LENDER PAYS THE TAXES ON THE PROPERTY CAUSING A TAX LIEN IN FAVOR OF SAID THIRD PARTY. GRANTOR IS STRICTLY PROHIBITED FROM GRANTING A LIEN ON THE PROPERTY FOR THE PAYMENT OF ANY TAXES AND ASSESSMENTS OWING ON THE PROPERTY, OR FROM CONSENTING TO THE TRANSFER OF A TAX LIEN TO A THIRD PARTY. IT SHALL BE A DEFAULT OF THE NOTE AND THIS DEED OF TRUST IF THE TAX LIEN IS TRANSFERRED TO A THIRD PARTY.

To keep the improvements comprising the Mortgaged Property in good condition and to make all repairs of any nature thereto as and when required, and not to permit or commit any waste thereof; and to keep the buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter comprising the Mortgage Property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of Indebtedness to the

extent of the original amount of the Indebtedness or to the extent of the full insurable value of such improvements, whichever is the lesser, showing Beneficiary as the mortgagee, in such form and with such insurance company or companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached thereto such mortgage indemnity clause as Beneficiary shall direct; and to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire. Any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at its option, to reduce the Indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy or policies.

If all or any part of the Mortgaged Property is so located within a special flood hazard area that any structure comprising a part thereof is required, in connection with any Federal or Federally-related loan, to be covered by insurance against the hazard of flood under the National Flood Insurance Program, as the same may have been and may be amended from time to time, then Grantor shall at all times keep any and all such structures now located or hereafter erected or placed upon the Mortgaged Property insured against the hazard of flood in an amount equal to the maximum coverage for which any such structure is eligible from time to time under such National Flood Insurance Program. As used in the immediately preceding sentence, the terms "special flood hazard area," "Federal or Federally-related loan," and "flood" shall have the same meanings as such or similar terms have under the provisions of the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, and the rules and regulations promulgated pursuant to such acts, as the same have been and may be amended from time to time.

That in the event Grantor shall fail to keep the improvements comprising the Mortgaged Property in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on the Mortgaged Property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy or policies of insurance or the renewal thereof to Beneficiary, as aforesaid, Beneficiary may, at its option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on the Mortgaged Property, or insure and keep insured the improvements in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Mortgaged Property when necessary to protect the lien hereof, shall bear interest from the dates of such payments at the rate stated in the Note and shall be paid by Grantor to Beneficiary upon demand, at the same place at which the Indebtedness is payable, and shall be deemed a part of the Indebtedness and recoverable as such in all respects.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether vendor's, materialmen's or mechanic's lien, hereafter created on the Mortgaged Property. In the event the proceeds of the Indebtedness are used to pay off and satisfy any liens heretofore existing on the Mortgaged Property, then Beneficiary is, and

shall be subrogated to all of the rights, superior titles, liens, equities and remedies owned or claimed by any owner or holder of said outstanding liens, however remote, regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment. It is understood and agreed that the proceeds of the Indebtedness, to the extent that the same are utilized to take up such outstanding liens and charges against the Mortgaged Property, or any portion thereof, have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and payable.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the Indebtedness, and that any part of the Mortgaged Property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the Mortgaged Property, or any portion thereof, it being the intention of the parties thereto to preserve this lien on the Mortgaged Property and all improvements that may be hereafter constructed, superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon, after the execution of this Deed of Trust notwithstanding any such extension of the time of payment, or the release of a portion of the Mortgaged Property from this lien.

In the event any portion of the Indebtedness cannot be lawfully secured by this Deed of Trust lien on the Mortgaged Property, it is agreed that the first payments made on the Indebtedness shall be applied to the discharge of that unsecured portion of the Indebtedness.

It is agreed that if, subsequent to the execution and delivery of this Deed of Trust, it should be ascertained that there is a defect in the title of Grantor to the Mortgaged Property, or that there is a lien of any nature whatsoever on any part of the Mortgaged Property, which is equal or superior in rank to the lien granted by this instrument, or if a homestead claim is asserted to any part of the Mortgaged Property adverse to this trust, or if Grantor, its successors or assigns, while the owner of the Mortgaged Property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntarily proceedings instituted or threatened, or should the Mortgaged Property be taken over by a Receiver for Grantor, its successors or assigns, the Indebtedness shall, at the option of Beneficiary, immediately become due and payable, and the Trustee may then proceed to sell the Mortgaged Property under the provisions of this Deed of Trust.

#### **ARTICLE IV - ASSIGNMENT OF RENTS AND LEASES**

Grantor, pursuant to Chapter 64, Texas Property Code, assigns to Beneficiary a security interest in all rents, income, profits, and any other consideration payable to Grantor with respect to the lease of the Mortgaged Property, including, but not limited to consideration payable for the right to possess or occupy, or for possessing and occupying, the Mortgaged Property; consideration payable to Grantor under a policy of rental interruption insurance covering the Mortgaged Property; claims arising out of a default in the payment of consideration payable for the right to possess or occupy the Mortgaged Property; consideration payable to terminate an agreement to possess or occupy the Mortgaged Property; consideration payable to Grantor for

reimbursement of expenses incurred in owning, operating and maintaining, or constructing or installing improvements on the Mortgaged Property; and any other consideration payable under an agreement relating to the Mortgaged Property that constitutes rents under a law of the State of Texas. Upon receiving notice from Beneficiary, Grantor shall pay to Beneficiary any rents accruing after the date of notice and any rents accrued but unpaid as of the date of notice. Upon default by Grantor, Beneficiary may also tender notice of such default to Tenant, and Tenant shall pay to Beneficiary any rents accruing after the date of notice and any rents accrued but unpaid as of the date of notice.

With respect to the Leases and Rents, Grantor represents and warrants that:

- (a) All existing Leases are valid, unmodified and in full force and effect and no material default exists thereunder except as have previously been disclosed to Beneficiary in writing;
- (b) Except as indicated in the Leases, Grantor has not received any funds or deposits from any tenant except for funds to be applied to accrued Rents; and
- (c) Grantor has good title to the Leases and Rents hereby assigned and authority to assign them and, except for the assignment to the Beneficiary, no Leases or Rents have been assigned, mortgaged or pledged, and, with the exception of the Beneficiary, no other person or entity has any right, title or interest therein.

Until this Deed of Trust has been released, Grantor covenants to:

- (a) maintain each of the Leases in full force and effect during the term thereof, to punctually perform all of the landlord's obligations under the Leases and to give prompt notice to Beneficiary of any failure to do so;
- (b) enforce the tenants' obligations under the Leases;
- (c) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party;
- (d) at Beneficiary's request, to deliver executed counterparts of the Leases to Beneficiary;
- (e) save the Beneficiary harmless from any obligations of the lessor under terms of any of the Leases; and

(f) at Beneficiary's request, to deliver to Beneficiary such further assurances and assignments with respect to the Leases as Beneficiary may from time to time request.

Until this Deed of Trust has been released, Grantor shall not, without prior written consent of Beneficiary:

(a) do anything, or knowingly permit anything to be done, to impair the value and security of any of the Leases or to encumber or assign any existing or future Leases or Rents or the License;

(b) receive or collect Rents more than one month in advance or grant rental concessions of more than one month's rent;

(c) anticipate, waive, release, discount, set off or compromise any Rents; or

(d) waive or release any obligation of any tenant under the Leases; cancel, terminate or modify in any material respects any of the Leases; cause or permit any cancellation, termination or surrender of any of the Leases; commence any proceedings for dispossession of any tenant under any of the Leases; or renew or extend any existing Lease, unless such action is taken in the ordinary course of business under such terms and conditions as are generally considered to be commercially reasonable in light of the existing practice of the owners of similar projects in the same geographical area.

Grantor agrees that no settlement for damages for termination of any of the Leases under the Bankruptcy Laws, or under any other federal, state or local statute, shall be made without the prior written consent of Beneficiary, and any check in payment of such damages shall be made payable to both Grantor and Beneficiary. Neither the acceptance by Beneficiary of this Assignment of Leases and Rents nor the granting of any of the aforesaid, shall (a) prior to the actual taking of physical possession and operational control of the Real Property by Beneficiary or Trustee, be deemed to constitute Beneficiary or Trustee as a "mortgagee in possession" or (b) at any time, obligate Beneficiary or Trustee (i) to appear in or defend any action or proceeding relating to the Leases, the Rents or the Real Property, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any Lease (iv) to assume any obligation or responsibility for any deposits which are not physically delivered to Beneficiary or (v) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Real Property.

Grantor hereby appoints Beneficiary its attorney-in-fact, with full powers of substitution, empowering Beneficiary to subordinate any of the Leases to the liens created hereby. This power of attorney is a power of attorney coupled with an interest and shall be irrevocable. Upon request by Beneficiary, Grantor shall deliver to Beneficiary executed originals of all Leases and copies of all records relating thereto. Grantor shall make such records available at the Real Property for Beneficiary's inspection at all times. The release of this Deed of Trust after the payment of the Indebtedness in full shall constitute a reassignment of the Leases and Rents to Grantor, and

Beneficiary shall return any Leases to Grantor, and, to the extent not necessary for the payment of the Indebtedness, any Rents in Beneficiary's possession at that time.

#### ARTICLE V - DEFAULT AND FORECLOSURE

As used herein, an "Event of Default" means the occurrence, at any time, of any one or more of the following:

(a) Grantor shall fail to pay when due any principal of, or interest on, the Note or any other fee or payment due hereunder or under any of the Loan Documents;

(b) any representation or warranty made in the Loan Documents shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;

(c) Grantor shall fail to perform or observe any covenants or agreements of Grantor contained herein or in the Loan Documents, or Guarantor shall fail to perform or observe any covenants or agreements of Guarantor contained in the Guaranty Agreements or Loan Documents;

(d) Grantor or any Guarantor shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervenor or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors (iv) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (v) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, (vi) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceeding, or (vii) fail to pay any money judgment against it before the expiration of thirty days after such judgment becomes final and no longer subject to appeal.

(e) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition appointing a receiver, custodian, trustee, intervenor or liquidator of Grantor or any Guarantor or of all or substantially all of his, her or its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of 30 days; or a complaint or petition shall be filed against Grantor or any Guarantor seeking or institution a bankruptcy, insolvency, reorganization, rehabilitation or receivership proceeding of Grantor or any Guarantor, and such petition or complaint shall not have been dismissed within thirty days;

(f) there shall exist or occur any event or condition that Beneficiary in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance by Grantor, or any Guarantor, of its obligations under any of the Loan Documents;

(g) a conveyance of the Mortgaged Property in violation of Article VIII hereof;

(h) the granting by Grantor of a subordinate lien against the Mortgaged Property (voluntarily or involuntarily), without having first obtained Beneficiary's consent, which may be granted or withheld in Beneficiary's sole discretion;

(i) condemnation of a sufficient part of the Mortgaged Property as to materially affect Grantor's ability to perform its obligations hereunder; or

(j) any act declared elsewhere herein or in any Loan Document (including, without limitation, the Loan Agreement) to be a default.

Upon the occurrence of an Event of Default, Beneficiary may elect (Grantor hereby expressly waiving presentment and demand for payment) to declare the entire Indebtedness immediately due and payable. However, notwithstanding anything to the contrary herein, if there is an Event of Default, then Beneficiary shall not pursue any remedies without first providing written notice to Grantor of the default, and providing Grantor with 5 days within which to cure the default in the event of a payment default (failure to pay when due any required installment or payment), or providing 15 days within which to cure the default in the event of a non-payment default (any Event of Default other than a payment default). Provided, however, if such non-payment default is curable, but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such 15 day period, no default shall be deemed to have occurred if Borrower commences same within such 15 day period and thereafter diligently and continuously prosecutes the same to completion. Notwithstanding anything to the contrary, in no case shall Beneficiary be required to provide Maker more than three notices of default in any 12 month period. Furthermore, in no event shall Lender be required to give a notice and opportunity to cure if the basis for the Event of Default is an action described in Article V(d), (e), or (g).

In the event of default in the payment of the Indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust. It is agreed that in the event of a default in the payment of the Indebtedness when due or declared, or prior thereto or to the commencement of any action to assert any other right or remedy available to Beneficiary, Beneficiary may institute suit for the collection of the Note, and for the foreclosure of this Deed of Trust lien. It is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that it may at any time before the entry of a final judgment dismiss the same, and require the Trustee, or his substitute or successor, to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust. The Trustee or his successor or substitute shall post written notice of the time, place and terms of the sale of the Mortgaged Property then subject to the lien hereof at the courthouse door in each county in which any portion of the Mortgaged Property is located, and shall mail and file notices as required by section 51.002, Texas Property Code, as then amended (or any successor statutes), and otherwise shall comply with that statute. The Trustee or his successor or substitute shall thereafter sell the Mortgaged Property then

subject to the lien at public auction to the highest bidder for cash in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., at the county courthouse of the county in Texas in which such Mortgaged Property or any part thereof is located, in the area at the county courthouse designated by the county commissioners court for such purpose as recorded in the real property records of the county, or if no such recorded designation has been made, then in the area at the county courthouse designated in the notice. The Trustee or his successor or substitute shall sell all of the mortgaged Property as an entirety or in such parcels as she may elect, and shall make due conveyance to the purchaser or purchasers thereof, with general warranty binding Grantor, Grantor's heirs, successors and assigns. Notwithstanding the above, notice of such sale may be given and the sale may be conducted in any other manner which meets the requirements of the applicable laws of the State of Texas with respect to foreclosure of real and personal property in effect at the time of such sale and such alternative notices and conduct of the sale shall constitute sufficient notice of such sale and proper conduct of such sale hereunder.

Out of the money arising from such sale, the Trustee shall pay first, all the expenses of the sale and the conveyance, including a commission of five percent (5%) to herself, which commission shall be due and owing in addition to the attorney's fees provided for in the Note, and then to Beneficiary the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note and all other Indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantor, Grantor's heirs, successors or assigns. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, all prerequisites to such sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, Grantor's heirs, successors and assigns.

Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Mortgaged Property, and to have the amount for which such property is sold credited against the Indebtedness then owing.

Beneficiary, in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Indebtedness has been paid in full, or until the Mortgaged Property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the Mortgaged Property, or any portion thereof, under the terms of this Deed of Trust, Grantor, Grantor's heirs, successors and assigns, upon the making of such sale shall forthwith surrender and deliver possession of the Mortgaged Property so sold to the purchaser(s) at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser(s), and in the event of their failure to surrender possession of the Mortgaged Property upon demand, the purchaser(s), his heirs, successors or assigns, shall be entitled to institute and maintain an action

for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which the Mortgaged Property, or any portion thereof, is situated.

In the event any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Grantor agrees the following shall be the basis for the finder of fact's determination of the fair market value of the Mortgaged Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time): (i) the Mortgaged Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Mortgaged Property will be repaired or improved in any manner before a resale of the Mortgaged Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Mortgaged Property for cash promptly (but no later than 12 months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Mortgaged Property, including without limitation brokerage commissions, title insurance, survey, tax proration, attorneys' fees, and marketing costs; and (iv) the gross fair market value of the Mortgaged Property shall be further discounted to account for any estimated holding costs associated with maintaining the Mortgaged Property pending sale, including without limitation utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses.

#### **ARTICLE VI - NON-WAIVER AND PRIVILEGES**

If Grantor should fail to comply with any of the agreements, covenants or obligations contained in the Loan Documents, then Beneficiary may perform them or cause them to be performed for the account of Grantor and at Grantor's sole expense, but shall not be obligated to do so. Any and all expenses thus incurred or paid by Beneficiary shall be Grantor's demand obligation to Beneficiary and shall bear interest from the date of Beneficiary's payment until the date that Grantor repays it at the same rate as provided in the Note for interest on past-due principal and interest.

The exercise of the privileges granted in this Article VI shall in no event be considered or constitute a waiver of the right of Beneficiary at any time to declare the Indebtedness to be at once due and payable, but is cumulative of such right and all other rights given by the Loan Documents, and by law.

#### **ARTICLE VII - SECURITY AGREEMENT**

This deed of trust also conveys in trust for Beneficiary, and Beneficiary is granted a security interest under the Texas Business and Commerce Code, in and to the Mortgaged Property as described in Article I. Further, Grantors have created and granted to Beneficiary, pursuant to said Code, a security interest in all equipment, furniture, appliances and miscellaneous personal property now owned or hereafter acquired by Grantor and used or intended for use (and including also all building materials acquired for use) in or about

improvements on the subject property, as well as all payment bonds, performance bonds, contracts, plans, specifications, permits and other documents now or hereafter pertaining to such improvements, and in the event of a foreclosure sale, whether made by the Trustee or Substitute Trustee, under the terms of this deed of trust, or under judgment of a court, all personal property herein described as well as the real property referred to above, may, at the option of the Beneficiary, be sold as a whole and it shall not be necessary to have present at the place of the sale the property or any part thereof. Beneficiary has all rights of a secured party under the Texas Business and Commerce Code.

#### **ARTICLE VIII - CONVEYANCES**

In the event (i) of a sale, conveyance, assignment, or other transfer of, the Mortgaged Property or any interest therein or portion thereof, whether voluntary or involuntary; or (ii) of any lease of the Mortgaged Property which grants an option to purchase the Mortgaged Property; or (iii) any lease of the Mortgaged Property at a rental rate less than fair market value; or (iv) a transfer of fifty percent (50%) or more of the stock, partnership, or beneficial interest of Grantor, whether voluntary or involuntary; unless the written consent to such event is first had and obtained from Beneficiary, the full amount of the Note and any other indebtedness secured hereby, including interest accrued thereon, then remaining unpaid may, at the option of Beneficiary, be declared immediately due and payable. Beneficiary shall have the right to withhold its consent for any reasonable basis. Any consent by Beneficiary to any transfer of the Mortgaged Property covered by this Deed of Trust or a waiver by Beneficiary to exercise any rights of Beneficiary pursuant to a transfer in violation of the requirements specified in this paragraph, shall not constitute a consent to, or waiver of, any right, remedy, or power of Beneficiary upon a subsequent transfer under this paragraph.

#### **ARTICLE IX - USE OF PROCEEDS**

Grantor warrants and represents to the Beneficiary and to each present and future owner and holder of the Note that all advances evidenced by the Note are, and shall be used to purchase the Mortgaged Property. Without Beneficiary's consent, in its sole discretion, amounts designated for one purpose may not be used for another purpose. Grantor warrants and represents to Beneficiary and to each present and future owner and holder of the Note that all loans evidenced by the Note are for business, commercial, investment or other similar purposes and are not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

#### **ARTICLE X - ENVIRONMENTAL COVENANTS AND WARRANTIES**

Grantor represents and warrants to the best of Grantor's knowledge as follows:

(a) The Mortgaged Property and the operations conducted thereon do not violate any order of any court or governmental authority, except as disclosed to Beneficiary of even date herewith, or Environmental Laws (as hereinafter defined); (b) without limitation of clause (a) above, the Mortgaged Property and the operations currently conducted thereon and the

operations conducted by any prior owner or operator of the Mortgaged Property were not and are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by or before any court or governmental authority or to any remedial obligations under Environmental Laws; (c) all notices, permits, licenses or similar connection with the operation or use of the Mortgaged Property have been duly obtained or filed; (d) any hazardous substances or solid waste generated by the Mortgaged Property have in the past been transported, treated and disposed of only by carriers maintaining valid permits under RCRA (as hereinafter defined), and any other Environmental Law, which carriers and facilities have been and are operating in compliance with such permits; (e) Grantor has taken all steps necessary to determine and has disposed of or otherwise released and there has been no threatened release of hazardous substances on or to the Mortgaged Property except in compliance with Environmental Laws; and (f) Grantor has no material contingent liability in connection with any release or threatened release of any hazardous substance or solid waste into the environment.

As used in this Agreement, "Environmental Laws" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or the environment in effect in any and all jurisdictions in which Grantor is conducting or at any time has conducted business, or where the Mortgage Property is located, or where any hazardous substances generated by or disposed of by Grantor are located, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and other environmental conservation or protection laws.

The terms "hazardous substance" and "release" (or "threatened release") have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; provided, however, that (i) in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; (ii) to the extent the laws of the state in which the Mortgaged Property is located establish a meaning for "hazardous substance," "release," "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply, and (iii) the terms "hazardous substance" and "solid waste" shall include all oil and gas exploration and production waste that may present an endangerment to public health or welfare or the environment, even if such wastes are specifically exempt from classification as hazardous substances or solid wastes pursuant to CERCLA or RCRA or the state law analogous to those statutes.

Beneficiary, or its representatives, will be permitted to enter upon the Mortgaged Property to inspect the Mortgaged Property and any and all improvements thereto.

Grantor covenants and agrees to keep the Mortgaged Property free of any contamination from hazardous substances, solid wastes or other pollutants and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon

discovery at Grantor's sole expense. Grantor will establish and implement such procedures as may be necessary to continuously determine and assure that (i) the Mortgaged Property and the operations conducted thereon are in compliance with and do not violate the requirements of any Environmental Laws; (ii) no solid wastes are disposed of on the Mortgaged Property; (iii) no hazardous substance will be released on or to the Mortgaged Property in a quantity equal to or exceeding that quantity which requires reporting pursuant to Section 103 of CERCLA, and (iv) no hazardous substance or solid waste is released on or to the Mortgaged Property so as to pose an imminent and substantial endangerment to public health or welfare or the environment.

Grantor will notify Beneficiary in writing promptly of (i) the commencement of any legal or regulatory proceedings affecting the Mortgaged Property or any part thereof, including without limitation, (A) any and all enforcement, clean-up, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable Environmental Laws, (B) all claims made or threatened by any third party against Grantor or the Mortgaged Property relating to damage, contribution, costs recovery compensation, loss or injury resulting from any hazardous substance (the matters set forth in clauses (A) and (B) are hereinafter referred to as "Hazardous Substance Claims"), and (C) Grantor's discovery of any occurrence or condition on the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgage Property under any Environmental Laws; and (ii) any casualty loss affecting the Mortgaged Property or any portion thereof, and will take such action as may be necessary to preserve Beneficiary's rights affected thereby; and should Grantor fail or refuse take any such action, Beneficiary may, at its election, take such action on behalf and in the name of Grantor and at Grantor's cost and expense. To the fullest extent permitted by law, Grantor agrees to indemnify Beneficiary from and against any and all claims, losses and liabilities growing out of or resulting from any Hazardous Substance Claims with respect to the Mortgaged Property, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the Beneficiary.

#### **ARTICLE XI – TAX AND INSURANCE DEPOSITS**

Upon written request by Beneficiary, the Grantor covenants and agrees to make an initial deposit and monthly deposits thereafter with the Beneficiary for the purpose of creating a fund for the payment of taxes and insurance on the property herein conveyed. Monthly deposits shall be made on the dates specified by Beneficiary in such request, and each payment shall be one-twelfth of the estimated annual taxes and insurance on said property, such estimates to be made by Beneficiary. Said deposits shall be in addition to the payments called for in the Note, and Beneficiary shall hold said deposits in trust, without bond and without the accrual of interest thereon, to pay such taxes and insurance as they become due. Should such deposits at any time be insufficient to pay the taxes or insurance when due, Grantor agrees to deposit the deficiency with Beneficiary immediately upon demand, and if an excess should accumulate in such fund, such excess shall be credited to the next maturing monthly deposit to such fund, or, at Beneficiary's option, be refunded to Grantor, its successors or assigns. If Grantor shall make full payment of the Indebtedness hereby secured, Beneficiary will, before accepting such full payment, apply to the reduction of principal any and all amounts then accumulated in such fund.

Grantor covenants and agrees that any default, which is not cured within ten (10) days after notice to Grantor from Beneficiary, in the making of said deposits as herein provided shall be a default, and at the option of Beneficiary, mature at once the entire amount remaining unpaid on the Note.

#### ARTICLE XII - MISCELLANEOUS

Regardless of any contingency, event, or agreement between Beneficiary and Grantor, all agreements and transactions between Grantor and Beneficiary, whether now existing or hereafter arising, whether contained in the Loan Documents or in any other instrument, and whether written or oral, are hereby expressly limited so that in no contingency or maturity hereof, late payment, prepayment, demand for prepayment or otherwise, shall the amount contracted for, charged or received by the Beneficiary from the Grantor or Borrower for the use, forbearance or detention of the principal indebtedness or interest hereof, which remains unpaid from time to time, exceed the maximum amount permissible under applicable law, it particularly being the intention of the parties hereto to conform strictly to the applicable laws of usury. Any interest payable pursuant to the Loan Documents or under any other instrument relating to the loan evidenced hereby that is in excess of the legal maximum, shall, in the event of acceleration of maturity, late payment, prepayment, demand or otherwise, be applied to a reduction of the principal indebtedness hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of such principal, such excess shall be refunded to Grantor. To the extent not prohibited by law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged or received from the Grantor in connection with the loan, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantor for the condemnation of the Mortgaged Property, or any portion thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to Beneficiary which may, after deducting therefrom all expenses actually incurred, including attorney's fees, release the same to Grantor or apply the same to the reduction of Indebtedness, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Grantor shall upon demand pay to Beneficiary the amount of any and all reasonable expenses, including the fees and disbursements of Beneficiary's counsel and of any expert and agents, which Beneficiary may incur in connection with (i) the administration of this Deed of Trust; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any property, real and/or personal, described herein; (iii) the exercise or enforcement of any of the rights of Beneficiary hereunder; (iv) the failure by Grantor to perform

or observe any of the provisions hereof; and (v) the recording of this Deed of Trust and any financing statement(s).

Grantor represents that Grantor knows of no fact or circumstance that Grantor has not disclosed to Beneficiary in writing that could materially adversely affect the Mortgaged Property or its value as security for the payment of the Indebtedness.

Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of this Deed of Trust and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements or appurtenances to the Mortgaged Property.

This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "fixture filing" for purposes of Article 9 of the Texas Uniform Commercial Code.

All of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the Grantor named herein shall be binding upon and inure to the benefit of not only said party, but also its administrators, grantees, successors and assigns.

Any notices or other communications required or permitted to be given hereunder must be given in writing and must be personally delivered or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as shown on the first page hereof. Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered as aforesaid or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving written notice of such change to all other parties.

This Deed of Trust and the Loan Documents shall be governed by the applicable laws of the State of Texas and the United States of America. Legal proceedings to enforce the liens against the Real Property shall be in the county where the Real Property is located. Legal proceedings to enforce the terms of the Note, the Guaranties, or any other Loan Documents, shall be in the county where the Real Property is located, or in Williamson County, Texas, in Beneficiary's discretion. Grantor agrees and consents to the jurisdiction of the county where the Real Property is located, and Williamson County, Texas, and acknowledges that such courts shall constitute proper and convenient forums for the resolution of any actions between Grantor and Beneficiary with respect to the subject matter hereof and agree that such courts shall be the sole and exclusive forums for the resolution of any actions between Grantor and Beneficiary with respect to the subject matter hereof.

ARTICLE XIII - FINANCING STATEMENT

Portions of the Mortgaged Property are or are to become fixtures relating to the above described real estate and the filing of this instrument in the Real Property Records of the County where the properties are located shall operate as a financing statement filed as a fixture filing in accordance with the Texas Business and Commerce Code.

Executed this 14<sup>th</sup> day of May, 2021.

GRANTOR:

Three Stars Partners LLC,  
a Texas limited liability company

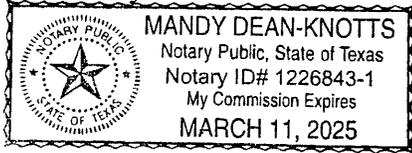
By: [Signature]  
Navroz Karimali, Managing Member

By: [Signature]  
Mehdi Ali, Managing Member

By: [Signature]  
Jarina Maknojiya, Managing Member

STATE OF TEXAS §  
COUNTY OF Travis §

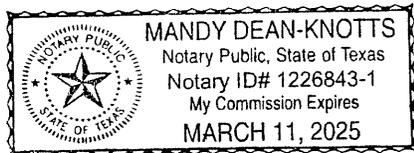
ACKNOWLEDGED before me by Navroz Karimali as Managing Member of Three Stars Partners LLC, a Texas limited liability company, on this 14<sup>th</sup> day of May, 2021, on behalf of said entity.



[Signature]  
NOTARY PUBLIC

STATE OF TEXAS §  
COUNTY OF Travis §

ACKNOWLEDGED before me by Mehdi Ali as Managing Member of Three Stars Partners LLC, a Texas limited liability company, on this 14<sup>th</sup> day of May, 2021, on behalf of said entity.

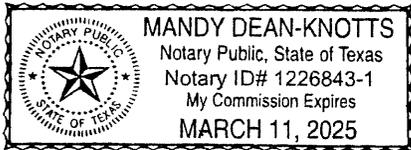


[Signature]  
NOTARY PUBLIC

STATE OF TEXAS §  
COUNTY OF Travis §

ACKNOWLEDGED before me by **Jarina Maknojiya as Managing Member of Three Stars Partners LLC, a Texas limited liability company**, on this 14<sup>th</sup> day of May, 2021, on behalf of said entity.

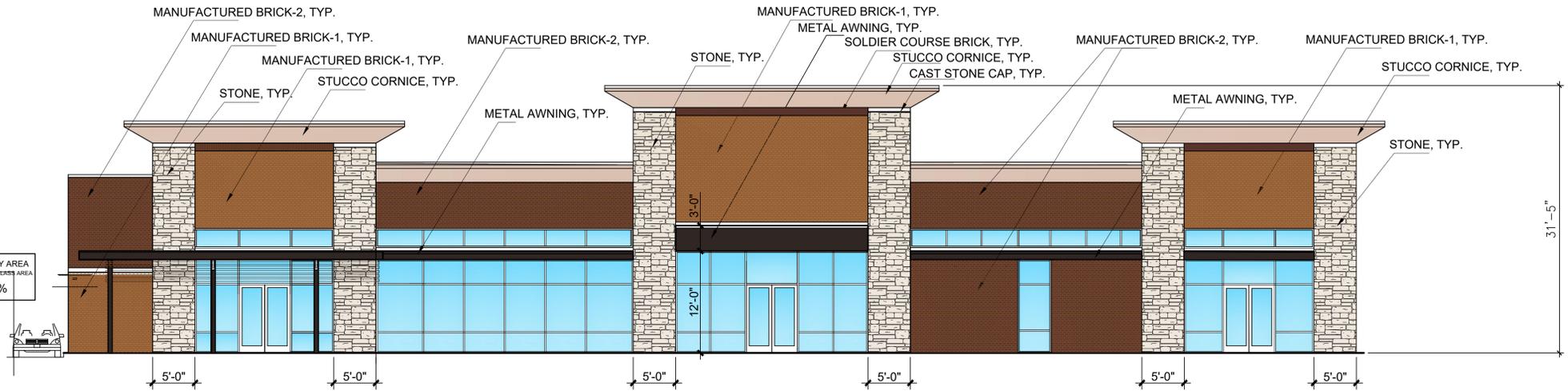
  
NOTARY PUBLIC



**BUILDING-1 WEST ELEVATION**

FACADE AREA	3,968 S.F.	
GLASS AREA	<1,382 S.F.>	
FACADE LESS GLASS AREA	2,586 S.F.	100%
STUCCO CORNICE AREA	257 S.F.	10%
STONE AREA	780 S.F.	30%
FACE BRICK AREA	1402 S.F.	54%
AWNING AREA	147 S.F.	6%

MASONRY AREA EXCLUDING GLASS AREA	94%
--------------------------------------	-----

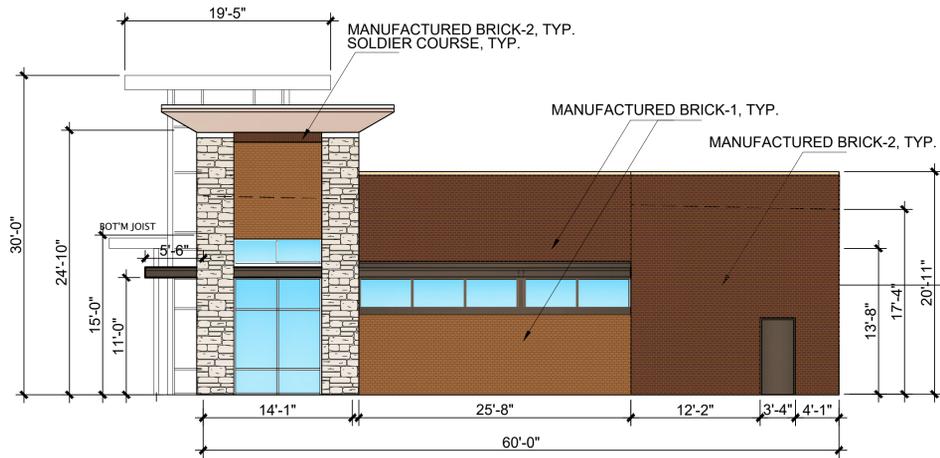


**1 BUILDING-1 WEST ELEVATION**

**BUILDING-1 SOUTH ELEVATION**

FACADE AREA	1,377 S.F.	
GLASS AREA	< 190 S.F.>	
FACADE LESS GLASS AREA	1,187 S.F.	100%
STUCCO CORNICE AREA	50 S.F.	4%
STONE AREA	246 S.F.	21%
FACE BRICK AREA	854 S.F.	72%
AWNING AREA	37 S.F.	3%

MASONRY AREA EXCLUDING GLASS AREA	97%
--------------------------------------	-----

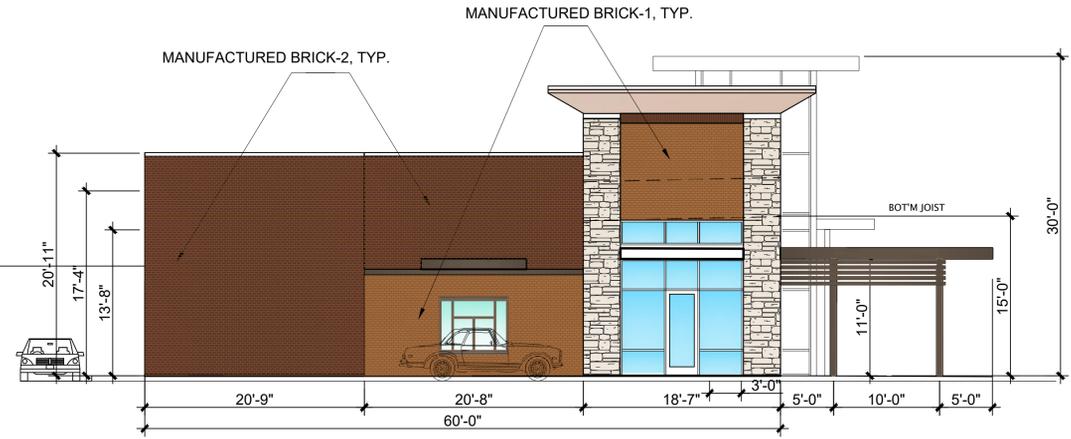


**2 BUILDING-1 SOUTH ELEVATION**

**BUILDING-1 NORTH ELEVATION**

FACADE AREA	1,377 S.F.	
GLASS AREA	< 186 S.F.>	
FACADE LESS GLASS AREA	1,191 S.F.	100%
STUCCO CORNICE AREA	50 S.F.	4%
STONE AREA	246 S.F.	21%
FACE BRICK AREA	873 S.F.	73%
AWNING AREA	22 S.F.	2%

MASONRY AREA EXCLUDING GLASS AREA	98%
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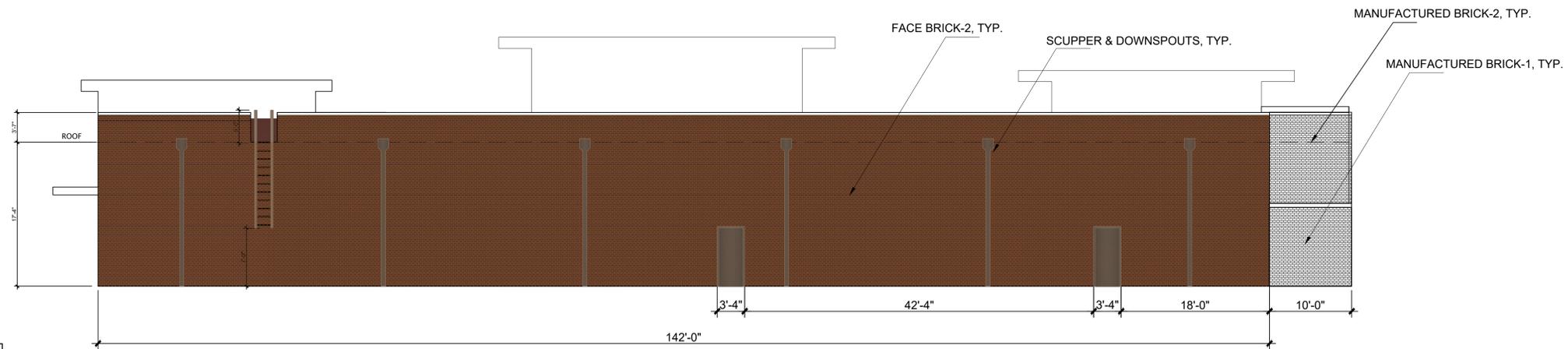


**3 BUILDING-1 NORTH ELEVATION**

**BUILDING-1 EAST ELEVATION**

FACADE AREA	2,962 S.F.	
GLASS AREA	< 0 S.F.>	
FACADE LESS GLASS AREA	2,962 S.F.	100%
STUCCO CORNICE AREA	0 S.F.	0%
STONE AREA	0 S.F.	0%
FACE BRICK AREA	2,917 S.F.	98%
METAL DOORS	45 S.F.	2%

MASONRY AREA EXCLUDING GLASS AREA	98%
--------------------------------------	-----



**4 BUILDING-1 EAST ELEVATION**

Tchen Architects

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tchenarch@gmail.com

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ISSUE DATE 04.20.2022

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SCALE 1/8" = 1'-0"

REVISIONS

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LICENSE NUMBER 7911

EXP. DATE 1.31.2023

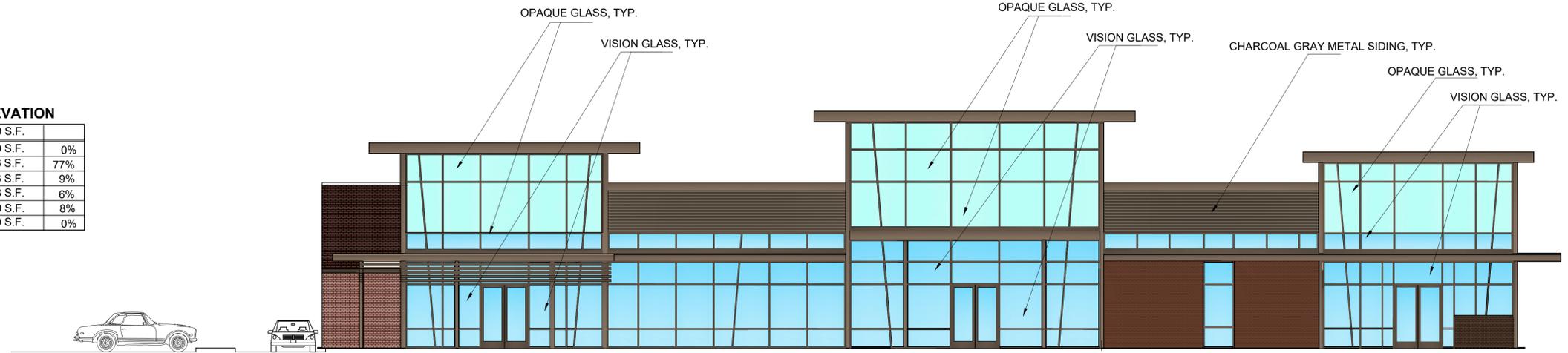
PROJECT NAME AMBERWOOD RETAIL CENTER  
PROJECT ADDRESS 18915 IH 35 FRONTAGE ROAD  
KYLE, TEXAS 78640  
SHEET TITLE BUILDING-1 ELEVATIONS

SHEET NUMBER

**A1-2.0**

**BUILDING-1 WEST ELEVATION**

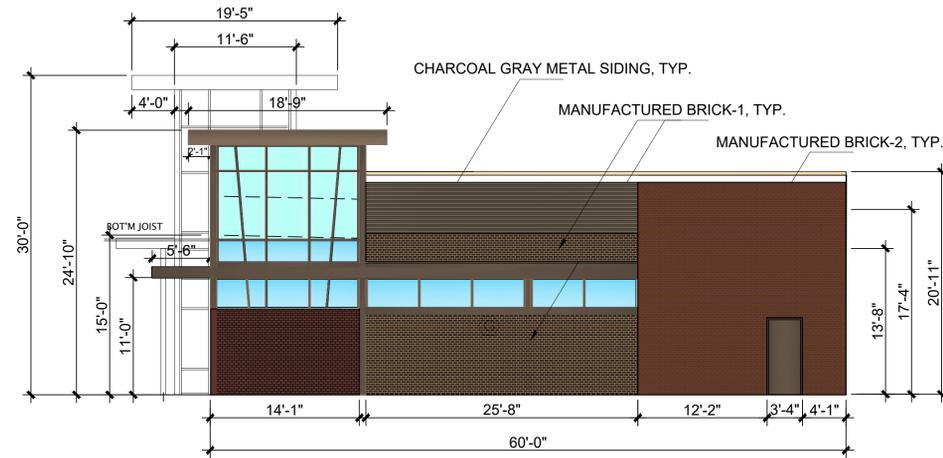
FACADE AREA	3,599 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	2,776 S.F.	77%
METAL SIDING AREA	306 S.F.	9%
AWNING AREA	228 S.F.	6%
FACE BRICK AREA	289 S.F.	8%
METAL DOOR AREA	0 S.F.	0%



**1 BUILDING-1 WEST ELEVATION**

**BUILDING-1 SOUTH ELEVATION**

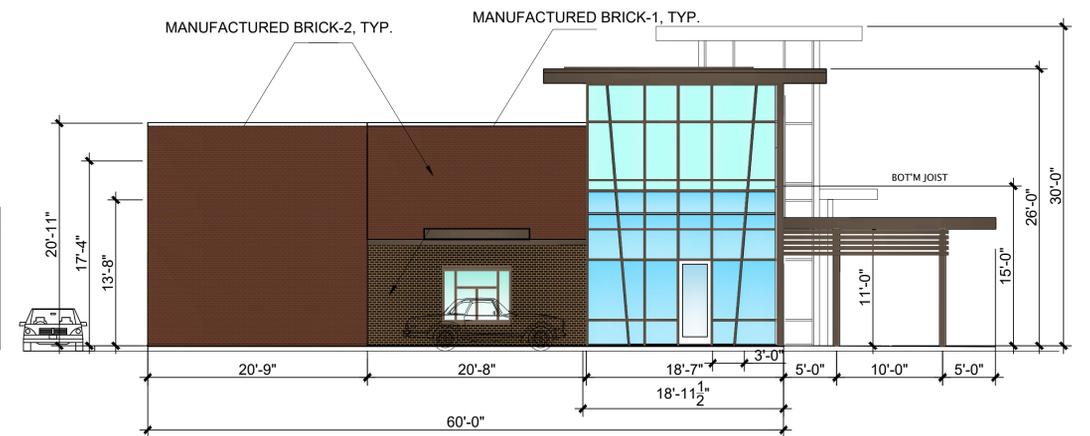
FACADE AREA	1,279 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	277 S.F.	21%
METAL SIDING AREA	123 S.F.	10%
AWNING AREA	27 S.F.	2%
FACE BRICK AREA	830 S.F.	65%
METAL DOOR AREA	22 S.F.	2%



**2 BUILDING-1 SOUTH ELEVATION**

**BUILDING-1 NORTH ELEVATION**

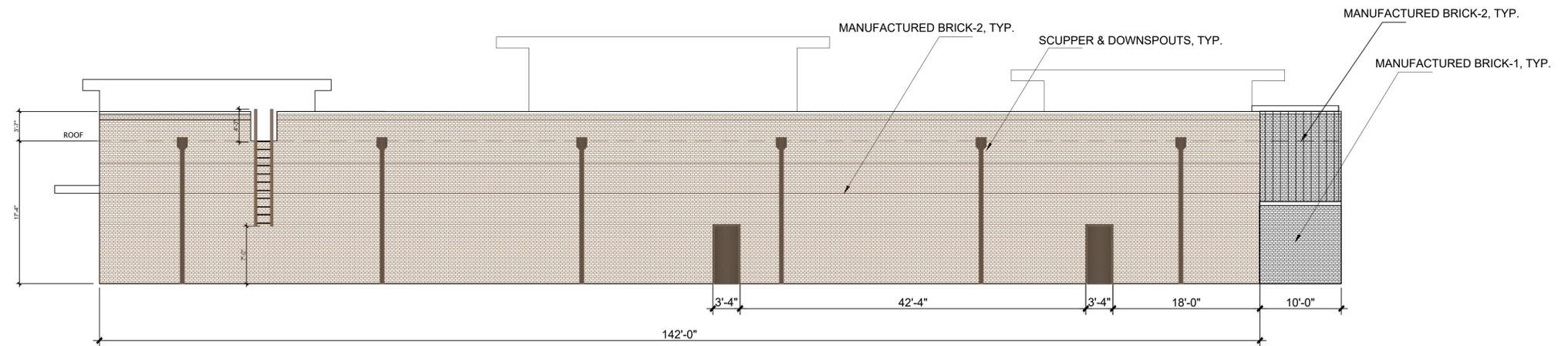
FACADE AREA	1326 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	494 S.F.	37%
METAL SIDING AREA	0 S.F.	0%
AWNING AREA	10 S.F.	1%
FACE BRICK AREA	822 S.F.	62%
METAL DOOR AREA	0 S.F.	0%



**3 BUILDING-1 NORTH ELEVATION**

**BUILDING-1 EAST ELEVATION**

FACADE AREA	2,962 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	0 S.F.	0%
METAL SIDING AREA	0 S.F.	0%
AWNING AREA	0 S.F.	0%
FACE BRICK AREA	2917 S.F.	98%
METAL DOOR AREA	45 S.F.	2%



**4 BUILDING-1 EAST ELEVATION**

Tchen Architects

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EXP. DATE 1.31.2023

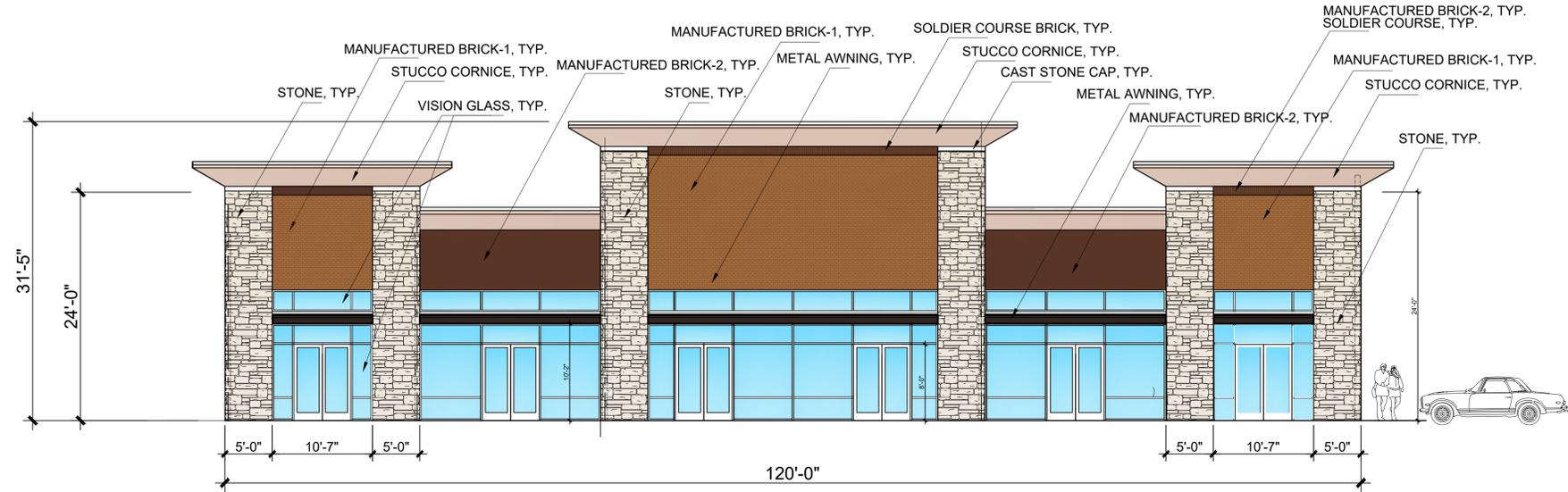
PROJECT NAME AMBERWOOD RETAIL CENTER  
PROJECT ADDRESS 18915 IH 35 FRONTAGE ROAD  
SHEET TITLE BUILDING-1 ELEVATIONS  
KYLE, TEXAS 78640

SHEET NUMBER

**A1-2.0**

**BUILDING-2 WEST ELEVATION**

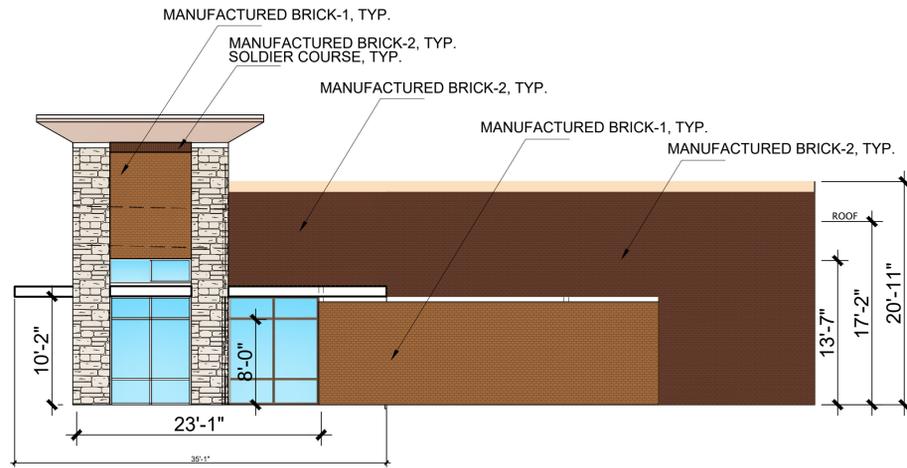
FACADE AREA	3,288 S.F.		
GLASS AREA	<1,150 S.F.>		
FACADE LESS GLASS AREA	2,138 S.F.	100%	
STUCCO CORNICE AREA	473 S.F.	22%	MASONRY AREA EXCLUDING GLASS AREA 95%
STONE AREA	750 S.F.	35%	
FACE BRICK AREA	900 S.F.	38%	
AWNING AREA	102 S.F.	5%	



**AMBERWOOD RETAIL CENTER BUILDING - 2**

**1 BUILDING-2 WEST ELEVATION**

1/8" = 1'-0"



**2 BUILDING-2 SOUTH ELEVATION**

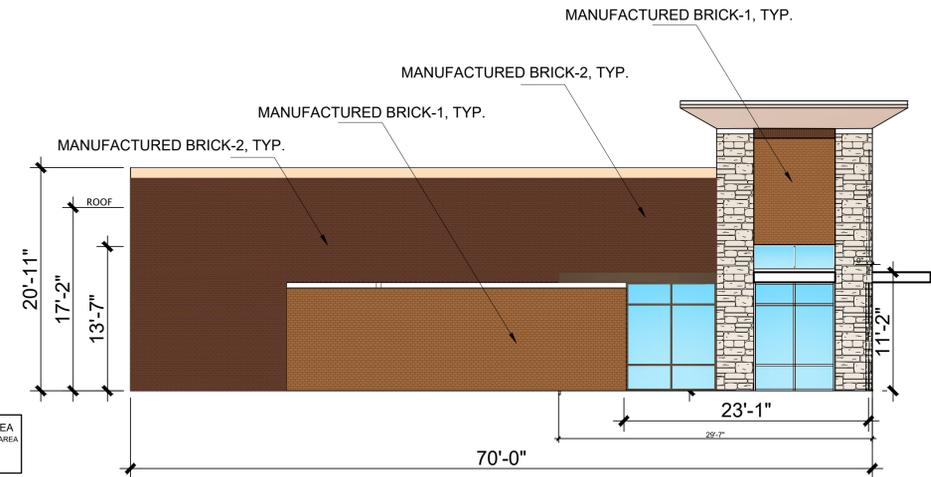
1/8" = 1'-0"

**BUILDING-2 SOUTH ELEVATION**

FACADE AREA	1,492 S.F.		
GLASS AREA	< 183 S.F.>		
FACADE LESS GLASS AREA	1,309 S.F.	100%	
STUCCO CORNICE AREA	50 S.F.	4%	MASONRY AREA EXCLUDING GLASS AREA 98%
STONE AREA	172 S.F.	13%	
FACE BRICK AREA	1,065 S.F.	81%	
AWNING AREA	22 S.F.	2%	

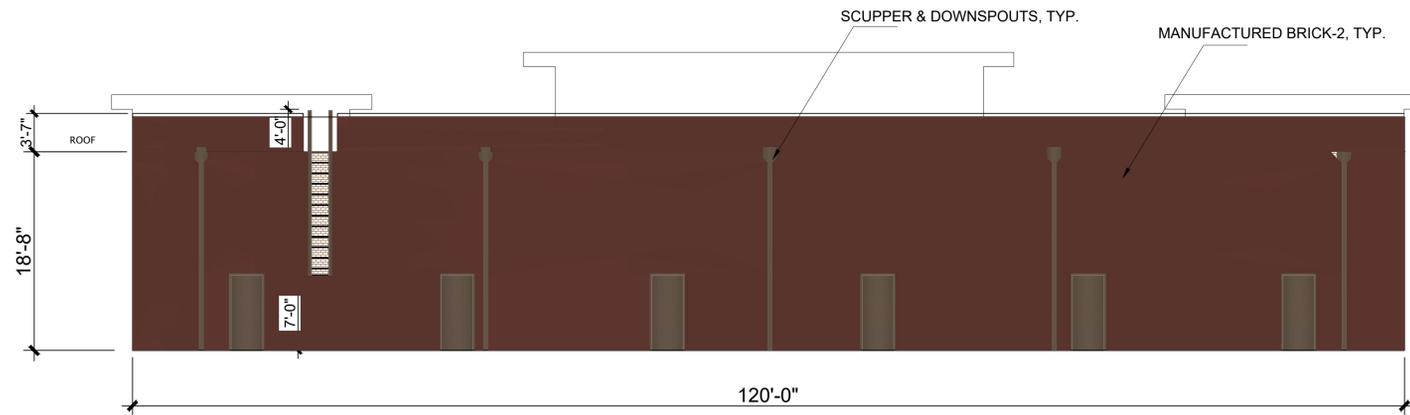
**BUILDING-2 NORTH ELEVATION**

FACADE AREA	1,492 S.F.		
GLASS AREA	< 183 S.F.>		
FACADE LESS GLASS AREA	1,309 S.F.	100%	
STUCCO CORNICE AREA	50 S.F.	4%	MASONRY AREA EXCLUDING GLASS AREA 98%
STONE AREA	172 S.F.	13%	
FACE BRICK AREA	1,065 S.F.	81%	
AWNING AREA	22 S.F.	2%	



**3 BUILDING-2 NORTH ELEVATION**

1/8" = 1'-0"



**4 BUILDING-2 EAST ELEVATION**

1/8" = 1'-0"

**BUILDING-2 EAST ELEVATION**

FACADE AREA	2,632 S.F.		
GLASS AREA	< 0 S.F.>		
FACADE LESS GLASS AREA	2,632 S.F.	100%	
STUCCO CORNICE AREA	0 S.F.	0%	MASONRY AREA EXCLUDING GLASS AREA 95%
STONE AREA	0 S.F.	0%	
FACE BRICK AREA	2,488 S.F.	95%	
METAL DOORS	144 S.F.	5%	

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tchenarch@gmail.com

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ISSUE DATE 04.20.2022

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SCALE 1/8" = 1'-0"

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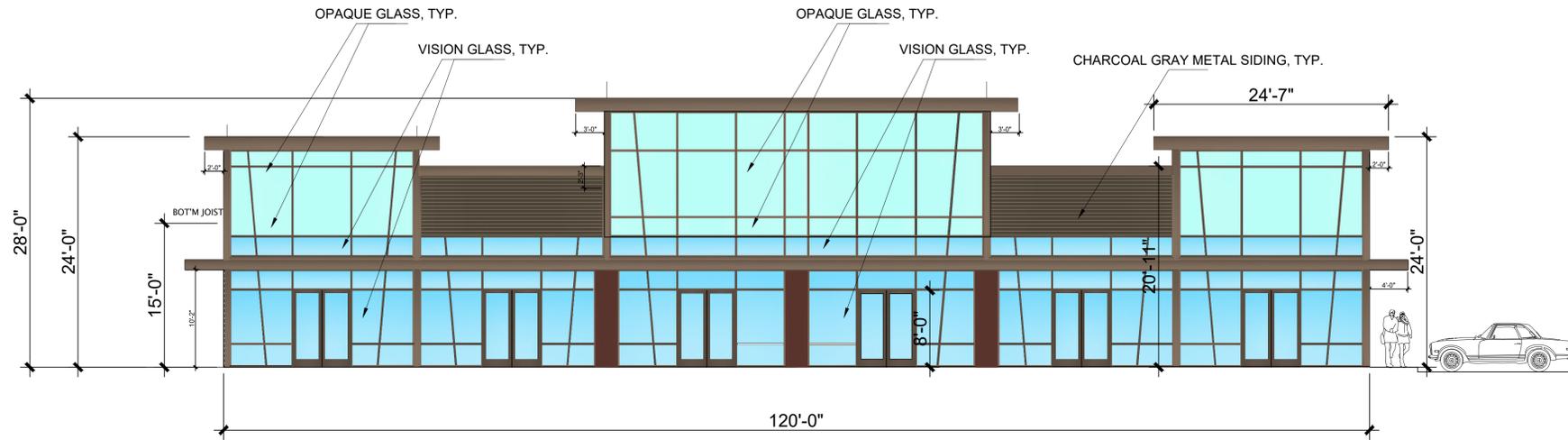
LICENSE NUMBER 7911

EXP. DATE 1.31.2023

PROJECT NAME BUILDING-2  
PROJECT ADDRESS AMBERWOOD RETAIL CENTER  
18901 IH 35 FRONTAGE ROAD  
KYLE, TEXAS 78640  
SHEET TITLE BUILDING-2 ELEVATIONS

SHEET NUMBER

**A2-2.0**

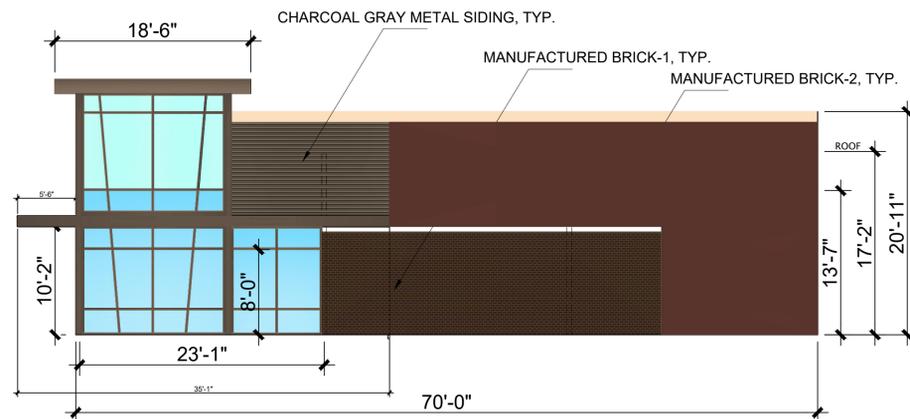


**BUILDING-2 WEST ELEVATION**

FACADE AREA	2,775 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	2,374 S.F.	85%
METAL SIDING AREA	266 S.F.	10%
AWNING AREA	135 S.F.	5%
FACE BRICK AREA	0 S.F.	0%
METAL DOOR AREA	0 S.F.	0%

**AMBERWOOD RETAIL CENTER BUILDING - 2**

**1 BUILDING-2 WEST ELEVATION** 1/8" = 1'-0"



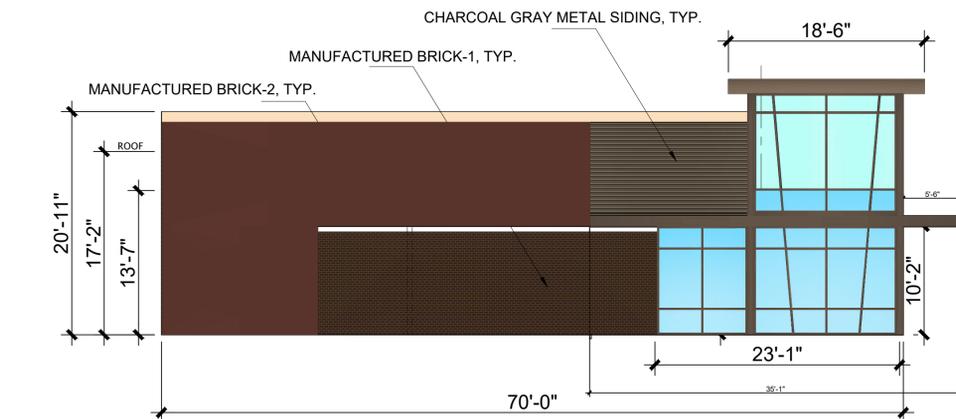
**BUILDING-2 SOUTH ELEVATION**

FACADE AREA	1,492 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	412 S.F.	28%
METAL SIDING AREA	147 S.F.	10%
AWNING AREA	28 S.F.	2%
FACE BRICK AREA	905 S.F.	60%
METAL DOOR AREA	0 S.F.	0%

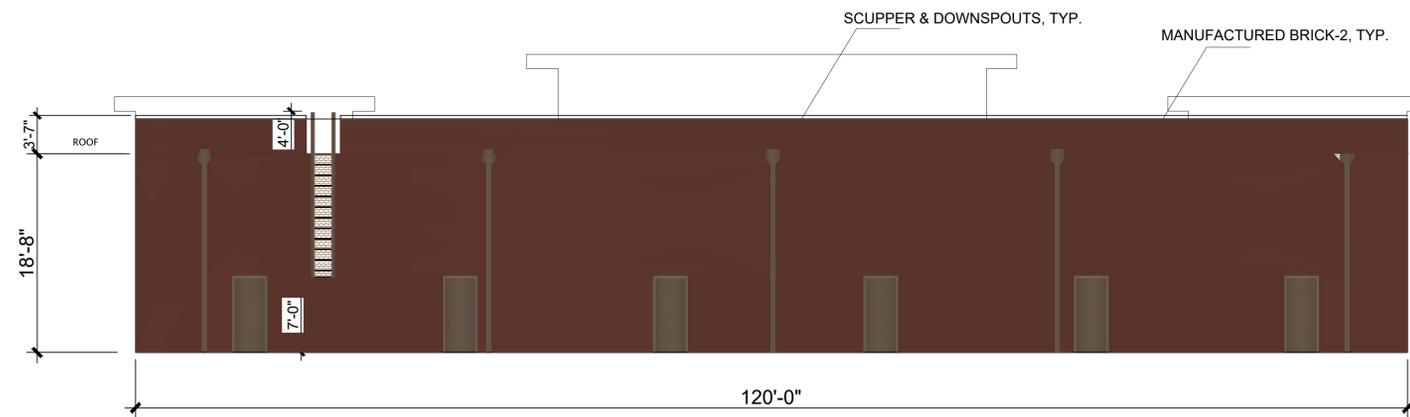
**2 BUILDING-2 SOUTH ELEVATION** 1/8" = 1'-0"

**BUILDING-2 NORTH ELEVATION**

FACADE AREA	1,492 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	412 S.F.	28%
METAL SIDING AREA	147 S.F.	10%
AWNING AREA	28 S.F.	2%
FACE BRICK AREA	905 S.F.	60%
METAL DOOR AREA	0 S.F.	0%



**3 BUILDING-2 NORTH ELEVATION** 1/8" = 1'-0"



**BUILDING-2 EAST ELEVATION**

FACADE AREA	2,632 S.F.	
STUCCO AREA	0 S.F.	0%
GLASS AREA	0 S.F.	0%
METAL SIDING AREA	0 S.F.	0%
AWNING AREA	0 S.F.	0%
FACE BRICK AREA	2,488 S.F.	95%
METAL DOOR AREA	144 S.F.	5%

**4 BUILDING-2 EAST ELEVATION** 1/8" = 1'-0"

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SCALE 1/8" = 1'-0"

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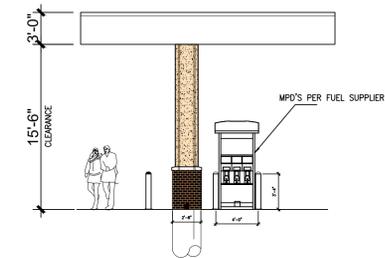
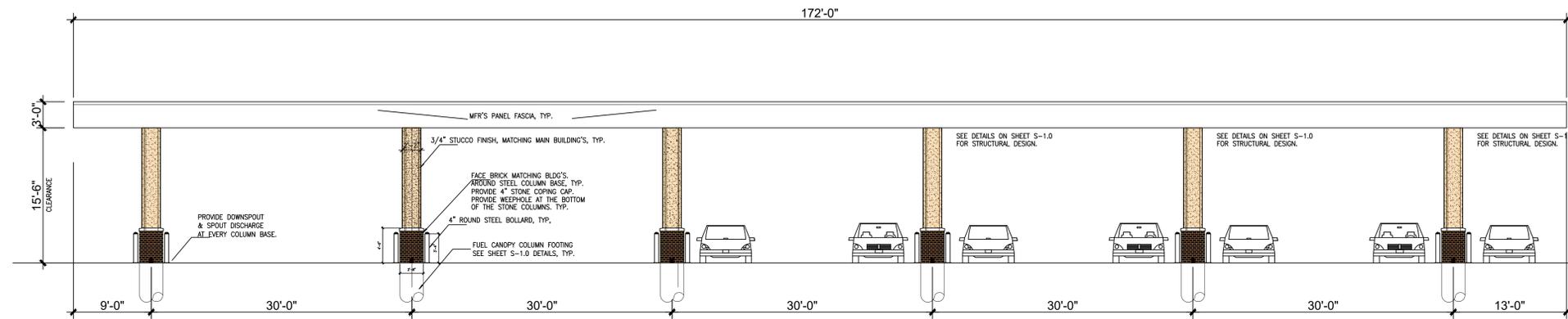
LICENSE NUMBER 7911

EXP. DATE 1.31.2023

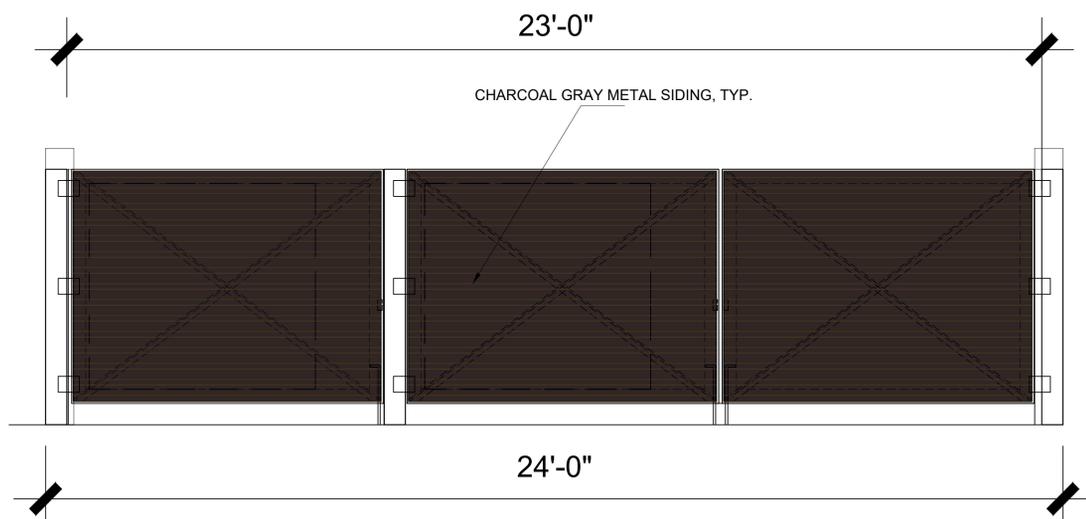
PROJECT NAME BUILDING-2 AMBERWOOD RETAIL CENTER  
PROJECT ADDRESS 18901 IH 35 FRONTAGE ROAD KYLE, TEXAS 78640  
SHEET TITLE BUILDING-2 ELEVATIONS

SHEET NUMBER

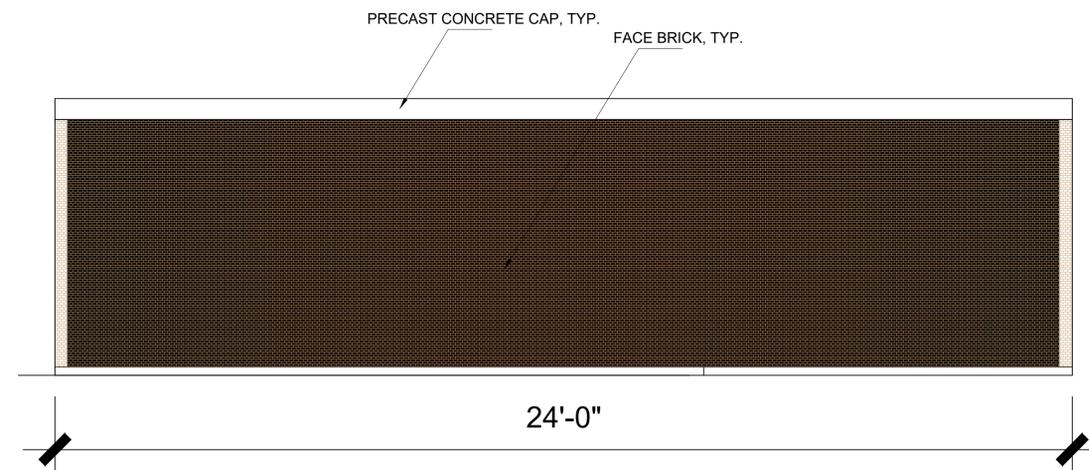
**A2-2.0**



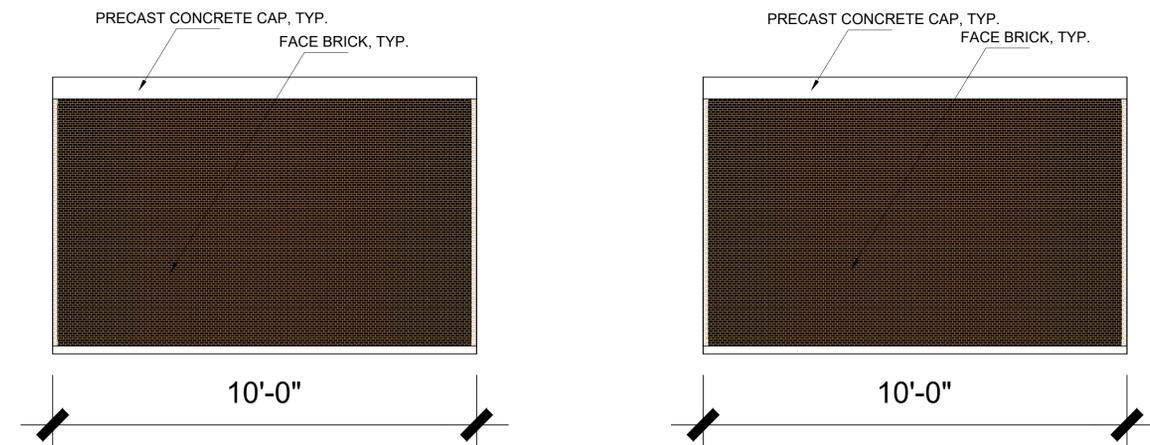
**1 FUEL CANOPY ELEVATION** 1/8" = 1'-0"



**2 DUMPSTER ENCLOSURE FRONT** 1/2" = 1'-0"



**3 DUMPSTER ENCLOSURE REAR** 1/2" = 1'-0"



**4 DUMPSTER ENCLOSURE SIDES** 1/2" = 1'-0"

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SCALE 1/8" = 1'-0"

REVISIONS

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LICENSE NUMBER: 7911

EXP. DATE: 1.31.2023

PROJECT NAME  
AMBERWOOD RETAIL CENTER  
PROJECT ADDRESS  
18915 IH 35 FRONTAGE ROAD  
KYLE, TEXAS 78640  
SHEET TITLE  
CANOPY & DUMPSTER ELEVATIONS

SHEET NUMBER

**A3-2.0**







# CITY OF KYLE, TEXAS

## K50 - Tree Mitigation

Meeting Date: 5/10/2022

Date time:6:30 PM

**Subject/Recommendation:** Consider a request for approval of tree mitigation for the K50 project located at 1200 Roland Lane.

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### **Description**

- Staff Memo
- Tree Mitigation Spread Sheet
- Concept Plan - Tree Exhibit



# CITY OF KYLE

## Community Development Department

---



### MEMORANDUM

**TO:** Planning & Zoning Commission

**FROM:** Will Atkinson – Senior Planner

**DATE:** Tuesday, May 10, 2022

**SUBJECT:** Tree Mitigation Request (K50 Subdivision)

### REQUEST

The applicant seeks approval of tree mitigation for the K50 project.

### LOCATION

The property is located at 1200 Roland Lane, Kyle, TX 78640.



## **TEXT OF THE ZONING ORDINANCE**

### **Sec. 54-12(d)(5)**

(5)

All reasonable efforts be made to save specimen trees. ("Reasonable effort" includes alternate building design, building location, parking area layout, parking area location, storm water management and equivalent or similar measures.) The removal of specimen trees, which for the purposes of these requirements are trees with 25-inch diameter or greater, must be specifically approved by the planning and zoning commission prior to any action being taken to remove the tree or to damage or disturb the tree in any way. Any specimen tree that is removed shall be replaced inch-for-inch (a ratio of two-to-one) regardless of the location on the site of the specimen tree. Replacement trees installed as a function of compensation for specimen tree removals are in addition to the minimum required tree density for the site.

### **STAFF ANALYSIS**

The K50 project is a single-family subdivision zoned "R-1-2" (65' wide) and has a development agreement allowing the layout showed in the back up material. As the development started design and City staff reviewed the design, it was found that a significant number of trees would have to be mitigated. The number to mitigated is in addition to the street trees required in the subdivision plan.

When Specimen trees (25" +) are proposed to be removed, the Planning & Zoning Commission must approve the removal. If this is allowed, the applicant must replace the Specimen trees at a 2:1 ratio per caliper inch. This project has approximately 15 specimen trees totaling a replacement of 920 caliper inches. Of this 920 caliper inches, the applicant is able to replace trees on site with a mix of species (70 trees total at 196.5 caliper inches). The remaining 723.5 caliper inches are not able to fit anywhere else on site.

The applicant is asking to pay the mitigation fee in lieu of actual trees (723.5 inches). This request is consistent with the City of Kyle's Park's Department request of receiving the fee in lieu of trees donated. The total cost will be \$108,525.00 and paid to the City of Kyle's Tree Fund (for future plantings on public property).

### **RECOMMENDATION**

Staff has reviewed the request and found the applicant has fully complied with Chapter 54, relating to tree mitigation. Staff asks the Planning & Zoning Commission to approve the request.

TREE LIST														
NUMBER	DESCRIPTION		NUMBER DESCRIPTION		NUMBER DESCRIPTION		NUMBER DESCRIPTION		NUMBER DESCRIPTION		NUMBER DESCRIPTION		NUMBER DESCRIPTION	
* 5616	29		* 5657 13"	LIVE OAK	* 5688 13"	CHINABERRY	* 5739 25"		* 5780 40"	32-15	LIVE OAK	* 5821 16"		
* 5617	23"		* 5658 13"	LIVE OAK	* 5689 29"	21-16	LIVE OAK	* 5740 13"	HACKBERRY	* 5781 13"	HACKBERRY	* 5822 17"	LIVE OAK	
* 5618	20"		* 5659 13"	LIVE OAK	* 5700 39"	21-21-15	LIVE OAK	* 5741 20"	13-13	LIVE OAK	* 5782 14"	LIVE OAK	* 5823 15"	
* 5619	34"	24-20	* 5660 12"	LIVE OAK	* 5701 34"		LIVE OAK	* 5742 18"		LIVE OAK	* 5783 17"	LIVE OAK	* 5824 15"	
* 5620	21"		* 5661 26"	LIVE OAK	* 5702 21"		LIVE OAK	* 5743 23"		LIVE OAK	* 5784 22"	15-13	LIVE OAK	* 5825 14"
* 5621	19"		* 5662 25"	LIVE OAK	* 5703 18"		LIVE OAK	* 5744 22"		LIVE OAK	* 5785 14"	HACKBERRY	* 5826 17"	
* 5622	24"		* 5663 12"	CHINABERRY	* 5704 14"		LIVE OAK	* 5745 12"	HACKBERRY**	* 5786 27"	19-16	LIVE OAK	* 5827 26"	
* 5623	20"		* 5664 21"	LIVE OAK	* 5705 21"		LIVE OAK	* 5746 36"	HACKBERRY**	* 5787 18"		LIVE OAK	* 5828 19"	
* 5624	18"		* 5665 15"	LIVE OAK	* 5706 14"		LIVE OAK	* 5747 16"		LIVE OAK	* 5788 15"	HACKBERRY	* 5829 18"	
* 5625	18"		* 5666 17"	LIVE OAK	* 5707 16"		LIVE OAK	* 5748 15"		LIVE OAK	* 5789 18"	LIVE OAK	* 5830 20"	
* 5626	21"		* 5667 16"	LIVE OAK	* 5708 23"		LIVE OAK	* 5749 15"		LIVE OAK	* 5790 18"	LIVE OAK	* 5831 16"	
* 5627	15"		* 5668 20"	LIVE OAK	* 5709 14"		LIVE OAK	* 5750 15"		LIVE OAK	* 5791 19"	LIVE OAK	* 5832 23"	
* 5628	36"	25-21	* 5669 18"	LIVE OAK	* 5710 17"		LIVE OAK	* 5751 12"		LIVE OAK	* 5792 13"	PECAN	* 5833 35"	
* 5629	21"		* 5670 12"	LIVE OAK	* 5711 12"		CHINABERRY	* 5752 14"		LIVE OAK	* 5793 24"	LIVE OAK	* 5834 25"	
* 5630	16"		* 5671 13"	LIVE OAK	* 5712 30"	21-17	LIVE OAK	* 5753 12"		LIVE OAK	* 5794 25"	LIVE OAK	* 5835 12"	
* 5631	24"		* 5672 14"	LIVE OAK	* 5713 15"		LIVE OAK	* 5754 13"		HACKBERRY	* 5795 19"	LIVE OAK	* 5836 12"	
* 5632	22"		* 5673 14"	LIVE OAK	* 5714 28"	21-14	LIVE OAK	* 5755 12"		LIVE OAK	* 5796 23"	LIVE OAK	* 5837 14"	
* 5633	20"		* 5674 13"	LIVE OAK	* 5715 13"		LIVE OAK	* 5756 13"		LIVE OAK	* 5797 14"	LIVE OAK	* 5838 12"	
* 5634	24"		* 5675 28"	14-14-14	LIVE OAK	* 5716 13"	LIVE OAK	* 5757 12"		LIVE OAK	* 5798 23"	LIVE OAK	* 5839 14"	
* 5635	24"		* 5676 18"	LIVE OAK	* 5717 17"		LIVE OAK	* 5758 13"		LIVE OAK	* 5799 19"	LIVE OAK	* 5840 17"	
* 5636	26"		* 5677 12"	LIVE OAK	* 5718 34"	23-22	LIVE OAK	* 5759 17"		LIVE OAK	* 5800 13"	LIVE OAK	* 5841 12"	
* 5637	27"		* 5678 17"	LIVE OAK	* 5719 19"		LIVE OAK	* 5760 26"	20-11	LIVE OAK	* 5801 21"	LIVE OAK	* 5842 28"	
* 5638	17"		* 5679 22"	16-12	LIVE OAK	* 5720 12"	LIVE OAK	* 5761 13"		LIVE OAK	* 5802 19"	LIVE OAK	* 5843 14"	
* 5639	30"	21-18	* 5680 12"	LIVE OAK	* 5721 15"		LIVE OAK	* 5762 15"		LIVE OAK	* 5803 22"	LIVE OAK	* 5844 12"	
* 5640	16"		* 5681 16"	12-8	LIVE OAK	* 5722 13"	LIVE OAK	* 5763 14"		LIVE OAK	* 5804 25"	LIVE OAK	* 5845 23"	
* 5641	12"		* 5682 14"	LIVE OAK	* 5723 16"		LIVE OAK	* 5764 16"		LIVE OAK	* 5805 29"	LIVE OAK	* 5846 28"	
* 5642	13"		* 5683 16"	LIVE OAK	* 5724 19"		LIVE OAK	* 5765 12"		LIVE OAK	* 5806 17"	LIVE OAK	* 5847 19"	
* 5643	20"		* 5684 19"	13-11	LIVE OAK	* 5725 13"	LIVE OAK	* 5766 23"		LIVE OAK	* 5807 33"	LIVE OAK	* 5848 14"	
* 5644	19"		* 5685 14"	LIVE OAK	* 5726 13"		LIVE OAK	* 5767 20"	15-9	LIVE OAK	* 5808 40"	LIVE OAK	* 5849 12"	
* 5645	15"		* 5686 20"	15-10	LIVE OAK	* 5727 13"	LIVE OAK	* 5768 22"		LIVE OAK	* 5809 36"	LIVE OAK	* 5850 17"	
* 5646	35"		* 5687 12"	LIVE OAK	* 5728 16"		LIVE OAK	* 5769 19"		LIVE OAK	* 5810 27"	LIVE OAK	* 5851 15"	
* 5647	15"		* 5688 16"	LIVE OAK	* 5729 24"		LIVE OAK	* 5770 13"	CEDAR ELM	* 5811 14"	HACKBERRY	* 5852 12"	LIVE OAK	
* 5648	23"		* 5689 27"	LIVE OAK	* 5730 25"		LIVE OAK	* 5771 12"		LIVE OAK	* 5812 18"	12-12	CHINABERRY	* 5853 15"
* 5649	13"		* 5690 18"	CEDAR ELM	* 5731 15"		LIVE OAK	* 5772 12"		LIVE OAK	* 5813 12"	HACKBERRY	* 5854 12"	
* 5650	22"		* 5691 26"	LIVE OAK	* 5732 25"		LIVE OAK	* 5773 12"		LIVE OAK	* 5814 15"	LIVE OAK	* 5855 12"	
* 5651	22"		* 5692 29"	LIVE OAK	* 5733 26"		LIVE OAK	* 5774 14"		LIVE OAK	* 5815 29"	20-17	LIVE OAK	* 5856 14"
* 5652	33"		* 5693 20"	LIVE OAK	* 5734 28"		LIVE OAK	* 5775 39"		LIVE OAK	* 5816 21"	LIVE OAK	* 5857 16"	
* 5653	24"	18-11	* 5694 19"	LIVE OAK	* 5735 25"		LIVE OAK	* 5776 24"		LIVE OAK	* 5817 24"	19-10	LIVE OAK	* 5858 16"
* 5654	14"		* 5695 21"	LIVE OAK	* 5736 20"		LIVE OAK	* 5777 36"		LIVE OAK	* 5818 38"	21-18-16	LIVE OAK	* 5859 17"
* 5655	56"	44-24	* 5696 14"	LIVE OAK	* 5737 21"		LIVE OAK	* 5778 28"		LIVE OAK	* 5819 30"	23-9-5	LIVE OAK	* 5860 13"
* 5656	42"	34-16	* 5697 18"	LIVE OAK	* 5738 16"		LIVE OAK	* 5779 18"		CHINABERRY	* 5820 32"	16-15-9-8	LIVE OAK	* 5861 17"

\*TO BE REMOVED

K50 TREE LIST

Removed (*)	Tree Number	Caliper / Diameter (inches)	Multi-trunk sizes (inches)	Type	Circumference (inches)	Caliper Inches of Protected Tree to be Removed	Caliper Inches of Specimen Tree to be Removed	Reason for Removal
*	5445	11	8-5	HACKBERRY	35			Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5616	29		LIVE OAK	91		30	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5617	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5618	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5619	34	24-20	LIVE OAK	107		34	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5620	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5621	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5622	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5623	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5624	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5625	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5626	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5627	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5628	36	25-21	LIVE OAK	113		36	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5629	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5630	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5631	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5632	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5633	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5634	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5635	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5636	26		LIVE OAK	82		26	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5637	27		LIVE OAK	85		27	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5638	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5639	30	21-18	LIVE OAK	94		30	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5640	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5641	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5642	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5643	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5644	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5645	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5646	35		LIVE OAK	110	35		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5647	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5648	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5649	13		CEDAR ELM	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5650	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5651	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5652	33		LIVE OAK	104		33	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5653	24	18-11	LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5654	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5655	56	44-24	LIVE OAK	176			N/A --- Tree to be preserved
*	5656	42	34-16	LIVE OAK	132		42	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5657	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5658	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5659	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5660	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5661	26		LIVE OAK	82		26	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5662	25		LIVE OAK	79	25		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5663	12		CHINABERRY	38			N/A --- Exempt from removal requirements
*	5664	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5665	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5666	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5667	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5668	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5669	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5670	12		LIVE OAK	38	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5671	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5672	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5673	14		LIVE OAK	44			N/A --- Tree to be preserved

K50 TREE LIST

	5674	13		LIVE OAK	41			N/A --- Tree to be preserved
	5675	28	14-14-14	LIVE OAK	88			N/A --- Tree to be preserved
	5676	18		LIVE OAK	57			N/A --- Tree to be preserved
	5677	12		LIVE OAK	38			N/A --- Tree to be preserved
	5678	17		LIVE OAK	53			N/A --- Tree to be preserved
	5679	22	16-12	LIVE OAK	69			N/A --- Tree to be preserved
	5680	12		LIVE OAK	38			N/A --- Tree to be preserved
	5681	16	12-8	LIVE OAK	50			N/A --- Tree to be preserved
	5682	14		LIVE OAK	44			N/A --- Tree to be preserved
	5683	16		LIVE OAK	50			N/A --- Tree to be preserved
	5684	19	13-11	LIVE OAK	60			N/A --- Tree to be preserved
	5685	14		LIVE OAK	44			N/A --- Tree to be preserved
	5686	20	15-10	LIVE OAK	63			N/A --- Tree to be preserved
	5687	12		LIVE OAK	38			N/A --- Tree to be preserved
	5688	16		LIVE OAK	50			N/A --- Tree to be preserved
	5689	27		LIVE OAK	85			N/A --- Tree to be preserved
	5690	18		LIVE OAK	57			N/A --- Tree to be preserved
	5691	26		LIVE OAK	82			N/A --- Tree to be preserved
*	5692	29		LIVE OAK	91		29	Conflict with building footprint, street,
	5693	20		LIVE OAK	63			N/A --- Tree to be preserved
	5694	19		LIVE OAK	60			N/A --- Tree to be preserved
	5695	21		LIVE OAK	66			N/A --- Tree to be preserved
	5696	14		LIVE OAK	44			N/A --- Tree to be preserved
	5697	18		LIVE OAK	57			N/A --- Tree to be preserved
	5698	13		CHINABERRY	41			N/A --- Tree to be preserved
*	5699	29	21-16	LIVE OAK	91		29	Conflict with building footprint, street,
*	5700	39	21-21-15	LIVE OAK	123		39	Conflict with building footprint, street,
*	5701	34		LIVE OAK	107		34	Conflict with building footprint, street,
*	5702	21		LIVE OAK	66	21		Conflict with building footprint, street,
*	5703	18		LIVE OAK	57	18		Conflict with building footprint, street,
*	5704	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5705	21		LIVE OAK	66	21		Conflict with building footprint, street,
*	5706	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5707	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5708	23		LIVE OAK	72	23		Conflict with building footprint, street,
*	5709	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5710	17		LIVE OAK	53	17		Conflict with building footprint, street,
*	5711	12		CHINABERRY	38			N/A --- Exempt from removal requirem
*	5712	30	21-17	LIVE OAK	94		30	Conflict with building footprint, street,
*	5713	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5714	28	21-14	LIVE OAK	88		28	Conflict with building footprint, street,
*	5715	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5716	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5717	17		LIVE OAK	53	17		Conflict with building footprint, street,
*	5718	34	23-22	LIVE OAK	107		34	Conflict with building footprint, street,
*	5719	19		LIVE OAK	60	19		Conflict with building footprint, street,
*	5720	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5721	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5722	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5723	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5724	19		LIVE OAK	60	19		Conflict with building footprint, street,

Item # 13

K50 TREE LIST

*	5736	20		LIVE OAK	63	20		Conflict with building footprint, street,
*	5737	21		LIVE OAK	66	21		Conflict with building footprint, street,
*	5738	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5739	29		LIVE OAK	91		29	Conflict with building footprint, street,
*	5740	13		HACKBERRY	41			N/A --- Exempt from removal requirem
*	5741	20	13-13	LIVE OAK	63	20		Conflict with building footprint, street,
*	5742	18		LIVE OAK	57	18		Conflict with building footprint, street,
*	5743	23		LIVE OAK	72	23		Conflict with building footprint, street,
*	5744	22		LIVE OAK	69	22		Conflict with building footprint, street,
*	5745	12		HACKBERRY"	38			N/A --- Exempt from removal requirem
*	5746	36		HACKBERRY"	113			N/A --- Exempt from removal requirem
*	5747	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5748	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5749	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5750	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5751	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5752	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5753	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5754	13		HACKBERRY	41			N/A --- Exempt from removal requirem
*	5755	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5756	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5757	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5758	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5759	17		LIVE OAK	53	17		Conflict with building footprint, street,
*	5760	26	20-11	LIVE OAK	82		26	Conflict with building footprint, street,
*	5761	13		LIVE OAK	41	13		Conflict with building footprint, street,
*	5762	15		LIVE OAK	47	15		Conflict with building footprint, street,
*	5763	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5764	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5765	12		LIVE OAK	38	12		Conflict with building footprint, street,
	5766	23		LIVE OAK	72			N/A --- Tree to be preserved
*	5767	20	15-9	LIVE OAK	63	20		Conflict with building footprint, street,
*	5768	22		LIVE OAK	69	22		Conflict with building footprint, street,
*	5769	19		LIVE OAK	60	19		Conflict with building footprint, street,
*	5770	13		CEDAR ELM	41	13		Conflict with building footprint, street,
*	5771	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5772	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5773	12		LIVE OAK	38	12		Conflict with building footprint, street,
*	5774	14		LIVE OAK	44	14		Conflict with building footprint, street,
	5775	39		LIVE OAK	123			N/A --- Tree to be preserved
*	5776	24		LIVE OAK	75	24		Conflict with building footprint, street,
*	5777	36		LIVE OAK	113		36	Conflict with building footprint, street,
	5778	28		LIVE OAK	88			N/A --- Tree to be preserved
*	5779	18		CHINABERRY	57			N/A --- Exempt from removal requirem
*	5780	40	32-15	LIVE OAK	126		40	Conflict with building footprint, street,
*	5781	13		HACKBERRY	41			N/A --- Exempt from removal requirem
	5782	14		LIVE OAK	44			N/A --- Tree to be preserved
	5783	17		LIVE OAK	53			N/A --- Tree to be preserved
	5784	22	15-13	LIVE OAK	69			N/A --- Tree to be preserved
	5785	14		HACKBERRY	44			N/A --- Tree to be preserved
	5786	27	19-16	LIVE OAK	85			N/A --- Tree to be preserved

Item # 13

K50 TREE LIST

	5798	23		LIVE OAK	72			N/A --- Tree to be preserved
	5799	19		LIVE OAK	60			N/A --- Tree to be preserved
	5800	13		LIVE OAK	41			N/A --- Tree to be preserved
	5801	21		LIVE OAK	66			N/A --- Tree to be preserved
	5802	19		LIVE OAK	60			N/A --- Tree to be preserved
	5803	22		LIVE OAK	69			N/A --- Tree to be preserved
	5804	25		LIVE OAK	79			N/A --- Tree to be preserved
	5805	29		LIVE OAK	91			N/A --- Tree to be preserved
	5806	17		LIVE OAK	53			N/A --- Tree to be preserved
	5807	33		LIVE OAK	104			N/A --- Tree to be preserved
	5808	40		LIVE OAK	126			N/A --- Tree to be preserved
	5809	36		LIVE OAK	113			N/A --- Tree to be preserved
	5810	27		LIVE OAK	85			N/A --- Tree to be preserved
	5811	14		HACKBERRY	44			N/A --- Tree to be preserved
*	5812	18	12-12	CHINABERRY	57			N/A --- Exempt from removal requirement
*	5813	12		HACKBERRY	38			N/A --- Exempt from removal requirement
*	5814	15		LIVE OAK	47	15		Conflict with building footprint, street, utility
*	5815	29	20-17	LIVE OAK	91		29	Conflict with building footprint, street, utility
*	5816	21		LIVE OAK	66	21		Conflict with building footprint, street, utility
*	5817	24	19-10	LIVE OAK	75	24		Conflict with building footprint, street, utility
*	5818	38	21-18-16	LIVE OAK	119		38	Conflict with building footprint, street, utility
	5819	30	23-9-5	LIVE OAK	94			N/A --- Tree to be preserved
	5820	32	16-15-9-8	LIVE OAK	101			N/A --- Tree to be preserved
	5821	16		LIVE OAK	50			N/A --- Tree to be preserved
	5822	17		LIVE OAK	53			N/A --- Tree to be preserved
*	5823	15		LIVE OAK	47	15		Conflict with building footprint, street, utility
*	5824	15		LIVE OAK	47	15		Conflict with building footprint, street, utility
*	5825	14		LIVE OAK	44	14		Conflict with building footprint, street, utility
	5826	17		LIVE OAK	53	17		N/A --- Tree to be preserved
	5827	26	18-15	LIVE OAK	82			N/A --- Tree to be preserved
	5828	19		LIVE OAK	60	19		N/A --- Tree to be preserved
	5829	18		LIVE OAK	57	18		N/A --- Tree to be preserved
	5830	20		LIVE OAK	63			N/A --- Tree to be preserved
	5831	16		LIVE OAK	50			N/A --- Tree to be preserved
	5832	23	16-13	LIVE OAK	72			N/A --- Tree to be preserved
	5833	35	19-16-15	LIVE OAK	110			N/A --- Tree to be preserved
	5834	25	17-15	LIVE OAK	79			N/A --- Tree to be preserved
	5835	12		LIVE OAK	38			N/A --- Tree to be preserved
	5836	12		LIVE OAK	38			N/A --- Tree to be preserved
	5837	14		LIVE OAK	44			N/A --- Tree to be preserved
	5838	12		LIVE OAK	38			N/A --- Tree to be preserved
	5839	14		LIVE OAK	44			N/A --- Tree to be preserved
*	5840	17		LIVE OAK	53	17		Conflict with building footprint, street, utility
*	5841	12		LIVE OAK	38	12		Conflict with building footprint, street, utility
*	5842	28	12-11-11-10	LIVE OAK	88		28	Conflict with building footprint, street, utility
*	5843	14		LIVE OAK	44	14		Conflict with building footprint, street, utility
*	5844	12		LIVE OAK	38	12		Conflict with building footprint, street, utility
*	5845	23	13-11-8	LIVE OAK	72	23		Conflict with building footprint, street, utility
*	5846	28	13-12-10-8	LIVE OAK	88		28	Conflict with building footprint, street, utility
*	5847	19	13-12	LIVE OAK	60	19		Conflict with building footprint, street, utility
*	5848	14		MESQUITE	44			N/A --- Exempt from removal requirement

Item # 13

K50 TREE LIST

*	5860	13		BUMELIA	41	13		Conflict with building footprint, street,
*	5861	17		LIVE OAK	53	17		Conflict with building footprint, street,
*	5862	20		LIVE OAK	63	20		Conflict with building footprint, street,
*	5863	16		LIVE OAK	50	16		Conflict with building footprint, street,
*	5864	14		LIVE OAK	44	14		Conflict with building footprint, street,
*	5865	15		CHINABERRY	47			N/A --- Exempt from removal requirem
*	5866	17	12-9	CHINABERRY	53			N/A --- Exempt from removal requirem
*	5867	17		LIVE OAK	53	17		Conflict with building footprint, street,
*	5868	15		HACKBERRY	47			N/A --- Exempt from removal requirem
*	5869	13		HACKBERRY	41			N/A --- Exempt from removal requirem
*	5870	18	12-12	MESQUITE	57			N/A --- Exempt from removal requirem
*	5871	17	12-9	MESQUITE	53			N/A --- Exempt from removal requirem
*	5872	12		HACKBERRY	38			N/A --- Tree to be preserved
*	5873	12		CEDAR ELM	38	12		Conflict with building footprint, street,
	5874	14		CEDAR ELM	44			N/A --- Tree to be preserved
*	5875	17	12-10	CEDAR ELM	53	17		Conflict with building footprint, street,
	5876	13		HACKBERRY	41			N/A --- Tree to be preserved
*	5877	12		HACKBERRY	38			N/A --- Exempt from removal requirem
*	5878	12		HACKBERRY	38			N/A --- Exempt from removal requirem
*	5879	12		BUMELIA	38	12		Conflict with building footprint, street,
*	5880	15		HACKBERRY	47			N/A --- Exempt from removal requirem
*	5881	13		HACKBERRY	41			N/A --- Exempt from removal requirem
*	5882	15		HACKBERRY	47			N/A --- Exempt from removal requirem
*	5883	15		AMERICAN ELM	47	15		Conflict with building footprint, street,
	5884	23	14-9-9	MESQUITE	72			N/A --- Tree to be preserved
*	5891	17		HACKBERRY	53			N/A --- Exempt from removal requirem
*	5892	13		HACKBERRY	41			N/A --- Exempt from removal requirem
*	5893	12		HACKBERRY	38			N/A --- Exempt from removal requirem
*	5894	23	12-12-10	HACKBERRY	72			N/A --- Exempt from removal requirem
*	5895	18	12-11	HACKBERRY	57			N/A --- Exempt from removal requirem
*	5896	21	12-12-6	HACKBERRY	66			N/A --- Exempt from removal requirem
*	5897	15		HACKBERRY	47			N/A --- Exempt from removal requirem
	5898	14		HACKBERRY	44			N/A --- Tree to be preserved

Exempt species for mitigation include: ligustrum, chinaberry, mesquite, ash juniper

K50 TREE LIST

Removed (*)	Tree Number	Caliper / Diameter (inches)	Multi-trunk sizes (inches)	Type	Circumference (inches)	Caliper Inches of Protected Tree to be Removed	Caliper Inches of Specimen Tree to be Removed	Reason for Removal
*	5445	11	8-5	HACKBERRY	35			Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5616	29		LIVE OAK	91		30	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5617	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5618	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5619	32.5	24-20	LIVE OAK	102			Tree is in poor health per tree assessment; does not count as specimen tree
*	5620	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5621	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5622	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5623	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5624	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5625	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5626	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5627	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5628	35.5	25-21	LIVE OAK	112		35.5	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5629	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5630	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5631	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5632	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5633	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5634	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5635	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5636	26		LIVE OAK	82		26	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5637	26.5		LIVE OAK	83	26.5		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5638	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5639	30	21-18	LIVE OAK	94		30	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5640	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5641	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5642	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5643	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5644	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5645	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5646	35		LIVE OAK	110	35		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5647	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5648	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5649	13		CEDAR ELM	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5650	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5651	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5652	33		LIVE OAK	104		33	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5653	24	18-11	LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5654	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5655	56	44-24	LIVE OAK	176			N/A --- Tree to be preserved
*	5656	42	34-16	LIVE OAK	132	42		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5657	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5658	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5659	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5660	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5661	26		LIVE OAK	82		26	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5662	25		LIVE OAK	79	25		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5663	12		CHINABERRY	38			N/A --- Exempt from removal requirements
*	5664	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5665	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5666	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5667	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5668	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5669	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5670	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5671	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5672	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5673	14		LIVE OAK	44			N/A --- Tree to be preserved
*	5674	13		LIVE OAK	41			N/A --- Tree to be preserved

K50 TREE LIST

	5688	16		LIVE OAK	50			N/A --- Tree to be preserved
	5689	27		LIVE OAK	85			N/A --- Tree to be preserved
	5690	18		LIVE OAK	57			N/A --- Tree to be preserved
	5691	26		LIVE OAK	82			N/A --- Tree to be preserved
*	5692	29		LIVE OAK	91		29	Conflict with building footprint, street, utility, or detention pond / drainage channel
	5693	20		LIVE OAK	63			N/A --- Tree to be preserved
	5694	19		LIVE OAK	60			N/A --- Tree to be preserved
	5695	21		LIVE OAK	66			N/A --- Tree to be preserved
	5696	14		LIVE OAK	44			N/A --- Tree to be preserved
	5697	18		LIVE OAK	57			N/A --- Tree to be preserved
	5698	13		CHINABERRY	41			N/A --- Tree to be preserved
*	5699	24.5	21-16	LIVE OAK	77	24.5		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5700	39	21-21-15	LIVE OAK	123		39	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5701	34		LIVE OAK	107	34		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5702	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5703	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5704	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5705	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5706	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5707	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5708	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5709	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5710	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5711	12		CHINABERRY	38			N/A --- Exempt from removal requirements
*	5712	27.5	19,17	LIVE OAK	86			Tree is in poor health per tree assessment; does not count as specimen tree
*	5713	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5714	24.5	17-15	LIVE OAK	77	24.5		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5715	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5716	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5717	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5718	34	23-22	LIVE OAK	107	34		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5719	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5720	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5721	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5722	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5723	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5724	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5725	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5726	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5727	13		LIVE OAK	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5728	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5729	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5730	25		LIVE OAK	79	25		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5731	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5732	25		LIVE OAK	79	25		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5733	26		LIVE OAK	82		26	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5734	28		LIVE OAK	88		28	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5735	25		LIVE OAK	79	25		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5736	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5737	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5738	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5739	28.5		LIVE OAK	90		28.5	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5740	13		HACKBERRY	41			N/A --- Exempt from removal requirements
*	5741	20	13-13	LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5742	18		LIVE OAK	57	18		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5743	23		LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5744	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5745	12		HACKBERRY"	38			N/A --- Exempt from removal requirements
*	5746	36		HACKBERRY"	113			N/A --- Exempt from removal requirements
*	5747	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5748	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5749	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5750	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel

K50 TREE LIST

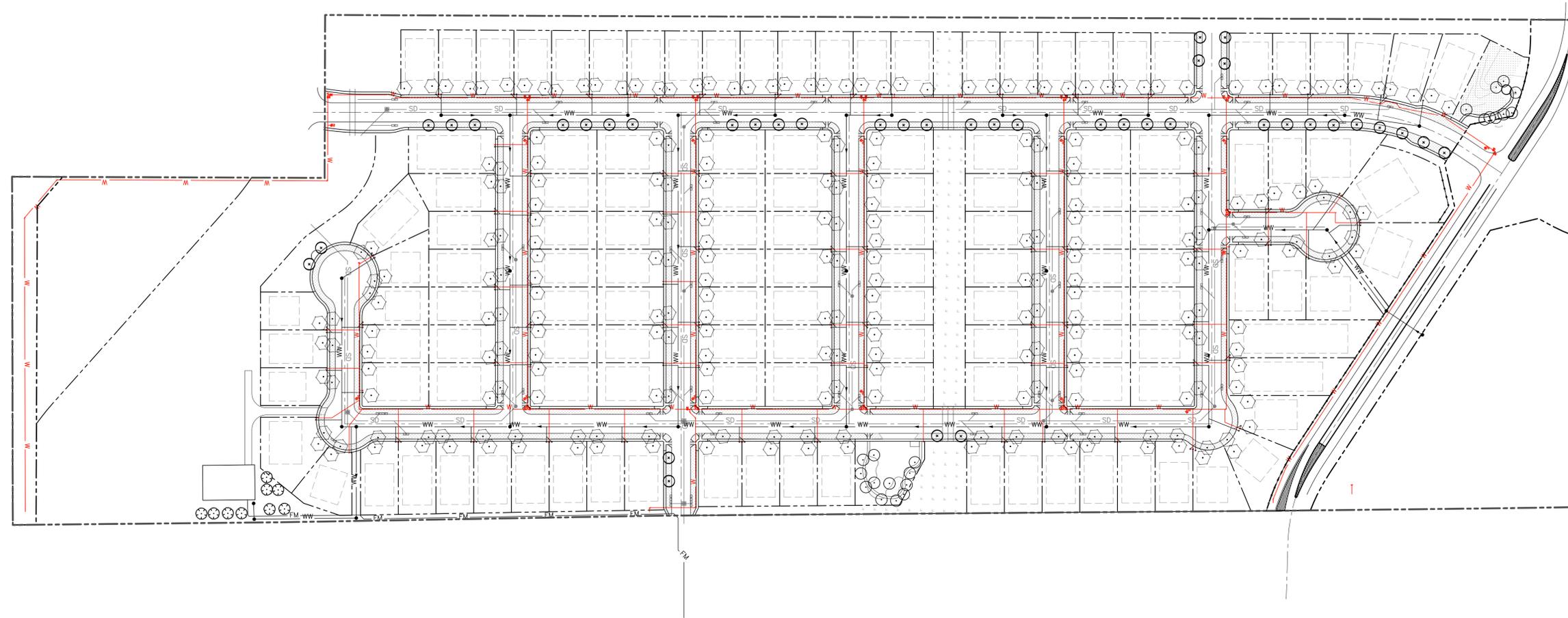
*	5764	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5765	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5766	23		LIVE OAK	72			N/A --- Tree to be preserved
*	5767	20	15-9	LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5768	22		LIVE OAK	69	22		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5769	19		LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5770	13		CEDAR ELM	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5771	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5772	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5773	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5774	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5775	39		LIVE OAK	123			N/A --- Tree to be preserved
*	5776	24		LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5777	35		LIVE OAK	110		35	Conflict with building footprint, street, utility, or detention pond / drainage channel
	5778	28		LIVE OAK	88			N/A --- Tree to be preserved
*	5779	18		CHINABERRY	57			N/A --- Exempt from removal requirements
*	5780	37	32-15	LIVE OAK	116		37	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5781	13		HACKBERRY	41			N/A --- Exempt from removal requirements
	5782	14		LIVE OAK	44			N/A --- Tree to be preserved
	5783	17		LIVE OAK	53			N/A --- Tree to be preserved
	5784	22	15-13	LIVE OAK	69			N/A --- Tree to be preserved
	5785	14		HACKBERRY	44			N/A --- Tree to be preserved
	5786	27	19-16	LIVE OAK	85			N/A --- Tree to be preserved
	5787	18		LIVE OAK	57			N/A --- Tree to be preserved
	5788	15		HACKBERRY	47			N/A --- Tree to be preserved
	5789	18		LIVE OAK	57			N/A --- Tree to be preserved
	5790	18		LIVE OAK	57			N/A --- Tree to be preserved
	5791	19		LIVE OAK	60			N/A --- Tree to be preserved
	5792	13		PECAN	41			N/A --- Tree to be preserved
	5793	24		LIVE OAK	75			N/A --- Tree to be preserved
	5794	25		LIVE OAK	79			N/A --- Tree to be preserved
	5795	19		LIVE OAK	60			N/A --- Tree to be preserved
	5796	23		LIVE OAK	72			N/A --- Tree to be preserved
	5797	14		LIVE OAK	44			N/A --- Tree to be preserved
	5798	23		LIVE OAK	72			N/A --- Tree to be preserved
	5799	19		LIVE OAK	60			N/A --- Tree to be preserved
	5800	13		LIVE OAK	41			N/A --- Tree to be preserved
	5801	21		LIVE OAK	66			N/A --- Tree to be preserved
	5802	19		LIVE OAK	60			N/A --- Tree to be preserved
	5803	22		LIVE OAK	69			N/A --- Tree to be preserved
	5804	25		LIVE OAK	79			N/A --- Tree to be preserved
	5805	29		LIVE OAK	91			N/A --- Tree to be preserved
	5806	17		LIVE OAK	53			N/A --- Tree to be preserved
	5807	33		LIVE OAK	104			N/A --- Tree to be preserved
	5808	40		LIVE OAK	126			N/A --- Tree to be preserved
	5809	36		LIVE OAK	113			N/A --- Tree to be preserved
	5810	27		LIVE OAK	85			N/A --- Tree to be preserved
	5811	14		HACKBERRY	44			N/A --- Tree to be preserved
*	5812	18	12-12	CHINABERRY	57			N/A --- Exempt from removal requirements
*	5813	12		HACKBERRY	38			N/A --- Exempt from removal requirements
*	5814	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5815	29	20-17	LIVE OAK	91		29	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5816	21		LIVE OAK	66	21		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5817	24	19-10	LIVE OAK	75	24		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5818	38	21-18-16	LIVE OAK	119	38		Not qualified as a specimen tree per assessment; re-classified as non-specimen
	5819	30	23-9-5	LIVE OAK	94			N/A --- Tree to be preserved
	5820	32	16-15-9-8	LIVE OAK	101			N/A --- Tree to be preserved
	5821	16		LIVE OAK	50			N/A --- Tree to be preserved
	5822	17		LIVE OAK	53			N/A --- Tree to be preserved
*	5823	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5824	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5825	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
	5826	17		LIVE OAK	53	17		N/A --- Tree to be preserved

K50 TREE LIST

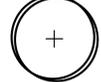
*	5840	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5841	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5842	23	16-12-10	LIVE OAK	72	23		Not qualified as a specimen tree per assessment; re-classified as non-specimen
*	5843	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5844	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5845	23	13-11-8	LIVE OAK	72	23		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5846	28	13-12-10-8	LIVE OAK	88		28	Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5847	19	13-12	LIVE OAK	60	19		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5848	14		MESQUITE	44			N/A --- Exempt from removal requirements
*	5849	12		HACKBERRY	38			N/A --- Exempt from removal requirements
*	5850	17	12-10	LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5851	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5852	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5853	15		LIVE OAK	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5854	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5855	12		LIVE OAK	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5856	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5857	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5858	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5859	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5860	13		BUMELIA	41	13		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5861	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5862	20		LIVE OAK	63	20		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5863	16		LIVE OAK	50	16		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5864	14		LIVE OAK	44	14		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5865	15		CHINABERRY	47			N/A --- Exempt from removal requirements
*	5866	17	12-9	CHINABERRY	53			N/A --- Exempt from removal requirements
*	5867	17		LIVE OAK	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5868	15		HACKBERRY	47			N/A --- Exempt from removal requirements
*	5869	13		HACKBERRY	41			N/A --- Exempt from removal requirements
*	5870	18	12-12	MESQUITE	57			N/A --- Exempt from removal requirements
*	5871	17	12-9	MESQUITE	53			N/A --- Exempt from removal requirements
*	5872	12		HACKBERRY	38			N/A --- Tree to be preserved
*	5873	12		CEDAR ELM	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5874	14		CEDAR ELM	44			N/A --- Tree to be preserved
*	5875	17	12-10	CEDAR ELM	53	17		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5876	13		HACKBERRY	41			N/A --- Tree to be preserved
*	5877	12		HACKBERRY	38			N/A --- Exempt from removal requirements
*	5878	12		HACKBERRY	38			N/A --- Exempt from removal requirements
*	5879	12		BUMELIA	38	12		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5880	15		HACKBERRY	47			N/A --- Exempt from removal requirements
*	5881	13		HACKBERRY	41			N/A --- Exempt from removal requirements
*	5882	15		HACKBERRY	47			N/A --- Exempt from removal requirements
*	5883	15		AMERICAN ELM	47	15		Conflict with building footprint, street, utility, or detention pond / drainage channel
*	5884	23	14-9-9	MESQUITE	72			N/A --- Tree to be preserved
*	5891	17		HACKBERRY	53			N/A --- Exempt from removal requirements
*	5892	13		HACKBERRY	41			N/A --- Exempt from removal requirements
*	5893	12		HACKBERRY	38			N/A --- Exempt from removal requirements
*	5894	23	12-12-10	HACKBERRY	72			N/A --- Exempt from removal requirements
*	5895	18	12-11	HACKBERRY	57			N/A --- Exempt from removal requirements
*	5896	21	12-12-6	HACKBERRY	66			N/A --- Exempt from removal requirements
*	5897	15		HACKBERRY	47			N/A --- Exempt from removal requirements
*	5898	14		HACKBERRY	44			N/A --- Tree to be preserved

Exempt species for mitigation include: ligustrum, chinaberry, mesquite, ash juniper





CONCEPT PLANT SCHEDULE

	<p>STREET TREES (DOES NOT APPLY TO MITIGATION CREDITS) YARD TREE AS REQUIRED PER CITY OF KYLE ORDINANCE / 3" CAL.</p>	260
	<p>PROPOSED TREES (APPLIES TO MITIGATION CREDITS) ALREADY PROPOSED TREES PER LANDSCAPE DESIGN 9 - 1.5" CAL. 12 - 3" CAL.</p>	21
	<p>SCREENING TREES (APPLIES TO MITIGATION CREDITS) PER CITY OF KYLE BUFFER REQUIREMENTS / 3" CAL.</p>	9
	<p>MITIGATION TREES (APPLIES TO MITIGATION CREDITS) TO MEET TREE REMOVAL REPLACEMENT CALCULATIONS / 3" CAL.</p>	40



# CITY OF KYLE, TEXAS

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

**Meeting Date: 5/10/2022**  
**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

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Staff Report

Meeting Date: 5/10/2022  
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

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**ATTACHMENTS:**

**Description**

No Attachments Available