

# CITY OF KYLE

## Planning & Zoning Commission Meeting Kyle City Hall 100 W. Center Street



Notice is hereby given that the Planning and Zoning Commission of the City of Kyle, Texas will meet at 6:30 PM on September 8, 2015, at Kyle City Hall 100 W. Center Street 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 the 4th day of September prior to 6:30 PM.

**1. CALL MEETING TO ORDER**

**2. ROLL CALL**

**3. CITIZEN COMMENTS**

**4. MINUTES** – Planning and Zoning Commission meeting minutes for July 14, 2015, July 28, 2015 and August 11, 2015.

**5. CONSENT**

**A. Sonic Drive-In – Final Plat (SFP-15-006)**

4.835 acres; 2 Lots

Located off of RR 150 and Hill Street

Owner: MNT & S Development, Ltd.

Agent: James Ingalls, P.E., Moeller & Associates

Staff Proposal to P&Z: Statutorily disapprove to meet the 30 day statutory requirement.

**B. Great Hills Section 6 – Final Plat (FP-15-008)**

26.26 acres; 69 Lots

Located off of Railyard and Dutchess Pass

Owner: Donald Dempsey, Partner, AUS-Parts & Services, Ltd.

Agent: Travis Associates Consulting Engineers, Inc.

Staff Proposal to P&Z: Statutorily disapprove to meet the 30 day statutory requirement.

## 6. ZONING

A. Consider a request by Scott Felder Homes to assign original zoning to approximately 129.915 acres from Agriculture "AG" to Single Family Residential 2 "R-1-2" and approximately 2.681 acres from Agriculture "AG" to Retail Service District "RS" on property located at the northwest corner N. Old Stagecoach Road at Cypress Road. (Z-15-008)

- **Public Hearing**
- **Recommendation to City Council**

B. Consider a request by Kalogridis & Kalogridis Development, LLC. to rezone approximately 1.75 acres from Single Family Residential 2 "R-1-2" to Retail Service District "RS" on property located at 2050 E. RR 150. (Z-15-009)

- **Public Hearing**
- **Recommendation to City Council**

C. Consider a request by Charles D. Nash, Sr. to rezone approximately 3.1132 acres from Multi-Family Residential 2 "R-3-2" to Warehouse "W" on property located in the Replat of Four Season Farms, Section III, part of Lot 2. (Z-15-010)

- **Public Hearing**
- **Recommendation to City Council**

D. Consider a request by Charles D. Nash, Sr. to rezone approximately 13.5190 acres from Multi-Family Residential 2 "R-3-2" to Residential Two Family "R-2" on property located in the Replat of Four Season Farms, Section III, part of Lot 2. (Z-15-011)

- **Public Hearing**
- **Recommendation to City Council**

## 7. GENERAL DISCUSSION

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

## 8. STAFF REPORT


A. Discussion regarding the comprehensive plan mid-term update.

## 9. ADJOURN

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

### Certificate

I certify that the above notice of the Planning and Zoning Commission Meeting of the City of Kyle, Texas was posted on the bulletin board of the City of Kyle City Hall, 100 W. Center St, Kyle, Texas. This notice was posted on:

  
Howard J. Koontz, AICP  
Director of Planning and Community Development

09/04/2015  
Date

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

The Planning and Zoning Commission of the City of Kyle, Texas met in regular session July 14, 2015 at 6:30 p.m. at Kyle City Hall, with the following persons present:

Commissioner Dan Ryan  
Commissioner Lori Huey  
Chairman Mike Rubsam  
Commissioner Michele Christie  
Commissioner Timothy Kay  
Commissioner Irene Melendez  
Planning Director, Howard J. Koontz  
Planning Technician, Debbie Guerra

John Patton

**CALL MEETING TO ORDER**

Chairman Rubsam called the meeting to order at 6:30 p.m.

**ROLL CALL OF BOARD**

Chairman Rubsam called for roll call. Vice-Chair Wilson was absent.

**CITIZENS COMMENTS**

Chairman Rubsam opened the citizens comment period at 6:30 pm and called for comments on items not on the agenda or posted for public hearing. There were no comments. Chairman Rubsam closed the citizens comment period at 6:30 pm.

**MINUTES**

**PLANNING AND ZONING COMMISSION MEETING MINUTES FOR MARCH 24, 2015, APRIL 14, 2015, APRIL 30, 2015, MAY 12, 2015, MAY 26, 2015, JUNE 9, 2015 AND JUNE 23, 2015.**

Commissioner Ryan moved to approve the minutes. Commissioner Huey seconds the motion. All votes aye. Motion carried.

**CONSENT AGENDA**

**KENSINGTON TRAILS SUBDIVISION SECTION 5D (FP-15-007) 6.32 ACRES; 24 SINGLE FAMILY LOTS LOCATED AT THE EAST END OF COVENT DRIVE IN KENSINGTON TRAILS SUBDIVISION.**

**STAFF PROPOSAL TO P&Z: STATUTORILY DISAPPROVE**

**ROLLING HILLS SECTION 1 REPLAT OF LOT 1, BLOCK 1 (SFP-15-005) 1.85 ACRES; 2 SINGLE FAMILY LOTS LOCATED AT 101 BLACKBIRD LANE.**

**STAFF PROPOSAL TO P&Z: STATUTORILY DISAPPROVE**

**GARCIA SUBDIVISION (SFP-14-004) 10.02 ACRES; 2 SINGLE FAMILY LOTS LOCATED AT 5120 DACY LANE.**

**STAFF PROPOSAL TO P&Z: APPROVE**



**CYPRESS FOREST – PRELIMINARY PLAN (PP-15-002) 135.78 ACRES; 339 RESIDENTIAL LOTS AND 8 OPEN SPACE LOTS AND 1 COMMERCIAL LOT LOCATED AT THE NORTHWEST CORNER OF OLD STAGECOACH ROAD (CR 136) AND CYPRESS ROAD.  
STAFF PROPOSAL TO P&Z: APPROVE**

Commissioner Ryan moved to approve the consent agenda. Commissioner Ryan amended his motion to statutorily disapprove Kensington Trails Subdivision Section 5D (FP-15-007) and Rolling Hills Section 1 Replat of Lot 1, Block 1 (SFP-15-005) and to approve Garcia Subdivision (SFP-14-004) and Cypress Forest Subdivision Preliminary Plan (PP-15-002). Commissioner Kay seconds the motion. All vote aye. Motion carried.

**ZONING**

**CONSIDER A REQUEST BY MNT & S DEVELOPMENT, LTD. TO ASSIGN ORIGINAL ZONING TO APPROXIMATELY 5.125 ACRES FROM AGRICULTURE “AG” TO RETAIL SERVICE DISTRICT “RS” ON PROPERTY LOCATED AT 400 E. RR 150.**

Chairman Rubsam opened the public hearing at 6:35 pm and called for comments for or against the request. There were no comments. Chairman Rubsam closed the public hearing at 6:35 pm.

Commissioner Ryan moved to approve the request by MNT & S Development, Ltd. Commissioner Christie seconds the motion. All votes aye. Motion carried.

**GENERAL DISCUSSION**

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

Commissioner Ryan stated that a presentation regarding the development process is in the planning stages and will be presented to the Commission soon.

**STAFF REPORT**

Howard J. Koontz, Director of Planning and Community Development gave an update on the upcoming APA Conference being held in Galveston, Texas on October 7<sup>th</sup> – 9<sup>th</sup>.

**ADJOURNED**

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

The Planning & Zoning Meeting adjourned at 6:47 p.m.

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Amelia Sanchez, City Secretary

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Mike Rubsam, Chairman

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

The Planning and Zoning Commission of the City of Kyle, Texas met in regular session July 28, 2015 at 6:30 p.m. at Kyle City Hall, with the following persons present:

Vice-Chair Mike Wilson  
Chairman Mike Rubsam  
Commissioner Michele Christie  
Commissioner Timothy Kay  
Commissioner Irene Melendez  
Planning Director, Howard J. Koontz  
Planning Technician, Debbie Guerra

Felix Manka

**CALL MEETING TO ORDER**

Chairman Rubsam called the meeting to order at 6:31 p.m.

**ROLL CALL OF BOARD**

Chairman Rubsam called for roll call. Commissioners Ryan and Huey were absent.

**MINUTES**

**PLANNING AND ZONING COMMISSION MEETING MINUTES FOR JULY 14, 2015.**

Commissioner Christie moved to approve the minutes. Commissioner Melendez seconds the motion. All votes aye. Motion carried.

**CITIZENS COMMENTS**

Chairman Rubsam opened the citizens comment period at 6:32 pm and called for comments on items not on the agenda or posted for public hearing. There were no comments. Chairman Rubsam closed the citizens comment period at 6:33 pm.

**CONSENT AGENDA**

**CROSSWINDS SUBDIVISION PHASE 1 – PRELIMINARY PLAN (PP-15-001) 70.03 ACRES; 241 SINGLE FAMILY LOTS AND 10 OPEN SPACE LOTS LOCATED SOUTH OF WINDY HILL ROAD NEAR THE INTERSECTION OF WINDY HILL & SHADOW CREEK BLVD.**

Vice-Chair Wilson stated that he would like to have Crosswinds Subdivision Phase 1 – Preliminary Plan removed from consent to discuss. There were no objections.

Felix Manka, CMA Engineering, Inc. addressed the Commission to answer questions regarding the project.

Commissioner Kay moved to approve the Crosswinds Subdivision Phase 1 – Preliminary Plan (PP-15-001). Vice-Chair Wilson seconds the motion. All votes aye. Motion carried.

**GENERAL DISCUSSION**

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

Vice-Chair Wilson informed the Commission that it has been five (5) years since the Comprehensive Plan was adopted and will need to be updated in the near future.

**STAFF REPORT**

**UPDATE REGARDING THE PROPOSED REVISIONS TO THE LANDSCAPE AND SCREENING REQUIREMENTS.**

Howard J. Koontz, Director of Planning and Community Development stated that a workshop is to be held on August 25<sup>th</sup> at 7:00 pm after the regular scheduled meeting in the upstairs conference room.

**ADJOURNED**

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

The Planning & Zoning Meeting adjourned at 6:49 p.m.

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Amelia Sanchez, City Secretary

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Mike Rubsam, Chairman

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

The Planning and Zoning Commission of the City of Kyle, Texas met in regular session August 11, 2015 at 6:30 p.m. at Kyle City Hall, with the following persons present:

Commissioner Dan Ryan  
Commissioner Lori Huey  
Chairman Mike Rubsam  
Commissioner Timothy Kay  
Commissioner Irene Melendez  
Planning Director, Howard J. Koontz  
Planning Technician, Debbie Guerra

Alberto Saucedo, Sr.  
Shane Arabie

**CALL MEETING TO ORDER**

Chairman Rubsam called the meeting to order at 6:30 p.m.

**ROLL CALL OF BOARD**

Chairman Rubsam called for roll call. Commissioners Christie and Wilson were absent.

**CITIZENS COMMENTS**

Chairman Rubsam opened the citizens comment period at 6:30 pm and called for comments on items not on the agenda or posted for public hearing. There were no comments. Chairman Rubsam closed the citizens comment period at 6:30 pm.

**ZONING**

**CONSIDER A REQUEST BY ALBERTO SAUCEDO, SR. ON BEHALF OF YPOLITA CRUZ SAUCEDO TO REZONE APPROXIMATELY .53 ACRES FROM SINGLE FAMILY RESIDENTIAL "R-1" TO RETAIL SERVICE DISTRICT "RS" LOCATED AT 713 & 715 OLD HIGHWAY 81. (Z-15-007)**

Chairman Rubsam opened the public hearing at 6:34 pm and called for comments for or against the request. There were no comments. Chairman Rubsam closed the public hearing at 6:34 pm.

Commissioner Ryan moved to approve the request by Alberto Saucedo, Sr. on behalf of Ypolita Cruz Saucedo. Commissioner Huey seconds the motion. All votes aye. Motion carried.

**CONSIDER AND POSSIBLE ACTION ITEMS**

**CONSIDER AN EXCEPTION REQUEST BY CITY OF KYLE ON BEHALF OF MISCELLANEOUS STEEL INDUSTRIES (MSI) TO THE CITY CODE OF ORDINANCES, CHAPTER 53 (ZONING), ARTICLE V (LANDSCAPING AND SCREENING REQUIREMENTS) IN ACCORDANCE WITH SECTION 53-989 ALLOWING AN EXCEPTION FOR PROPERTY LOCATED AT 400 BUNTON CREEK ROAD.**

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

**MAKE A RECOMMENDATION TO CITY COUNCIL ON THE CITY MANAGER'S PROPOSED (DRAFT) 5 YEAR CAPITAL IMPROVEMENTS PLAN.**

Chairman Rubsam opened the public hearing at 6:41 pm and called for comments for or against the request. There were no comments. Chairman Rubsam closed the public hearing at 6:41 pm.

Commissioner Ryan moved to recommend approval as is written. Commissioner Kay seconds the motion. All votes aye. Motion carried.

**GENERAL DISCUSSION**

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

Commissioner Ryan stated that he is still working on a presentation for the development procedure.

**STAFF REPORT**

**DISCUSS A PROPOSED SCHEDULE FOR THE COMPREHENSIVE PLAN MID TERM UPDATE.**

Howard J. Koontz, AICP, Director of Planning and Community Development stated that the City Council is giving the comprehensive plan mid-term update to the Planning and Zoning Commission. Mr. Koontz stated that the workshops will be held on the second Tuesdays starting in September.

Mr. Koontz also mentioned that there will be a text change revision to the sign code that will also be coming to the Planning and Zoning Commission.

**ADJOURNED**

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

The Planning & Zoning Meeting adjourned at 7:17 p.m.

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Amelia Sanchez, City Secretary

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Mike Rubsam, Chairman



# CITY OF KYLE

## Community Development Department

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### MEMORANDUM

To: Kyle Planning Commission

From: Howard Koontz, Community Development Director

Date: 9/8/2015

Subject: A request by Scott Felder Homes to assign zoning to approximately 129.9 acres, from Agriculture "AG" to Single Family Residential 2 "R-1-2", and approximately 2.7 acres, from Agriculture "AG" to Retail Service District "R/S".

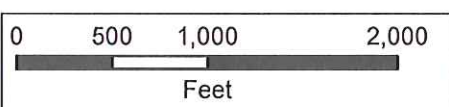
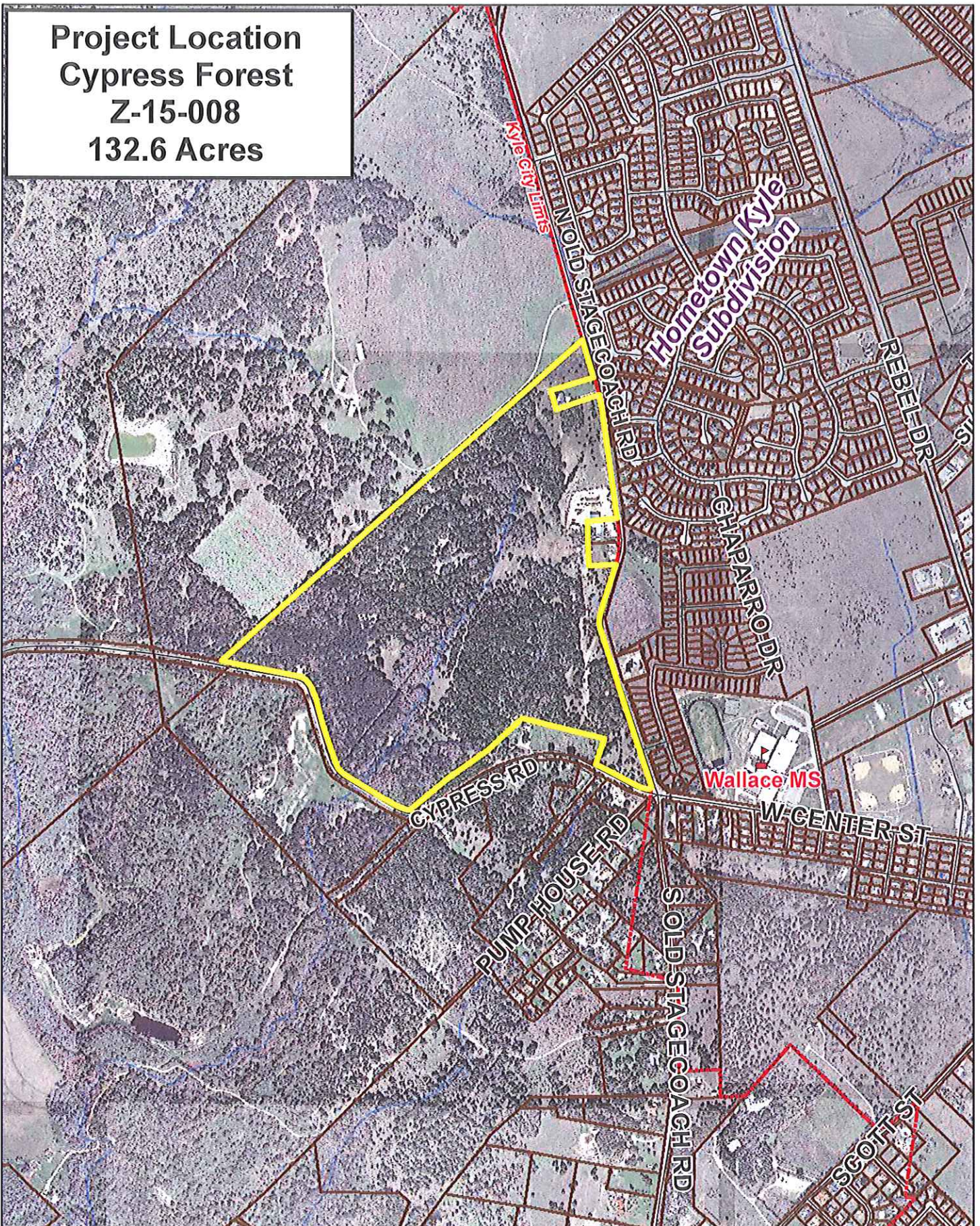
Scott Felder Homes makes this request to assign zoning for 132.59 acres of land, a triangular parcel located on the northwest corner of North Old Stagecoach Road, Center Street and Cypress Road. The property is directly adjacent to the city's corporate limits, located to the east, across North Old Stagecoach Road. In August of this year, the City Council began the process to annex the property, and that procedure --prescribed by state law-- should be complete on October 7.

In conjunction with the annexation, Scott Felder Homes will require zoning assignments consistent with their approved development agreement. That agreement, ratified by the City Council, lays out plans to develop 339 single family homes in multiple phases, and a 2.6-acre retail and service parcel, which is intended to serve the immediate needs of the adjacent residents.

All provisions for storm water and waste water have been reviewed and approved for the project. Street layout and connections have also been reviewed and approved. The development density and bulk standards have been agreed upon via the development agreement, which is attached to the application packet.



**Project Location**  
**Cypress Forest**  
**Z-15-008**  
**132.6 Acres**



 Property Location

 Parcel Lines



## APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Scott Falder Homes

(Name of Owner)

5/27/15

(Submittal Date)



**INSTRUCTIONS**

(2-15-008)

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

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

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

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

Newspaper Publication Fee: \$190.21

Total Fee: \$ 1,018.25

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

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

**1. Zoning Request:**

Current Zoning Classification: N/A

Proposed Zoning Classification: R-1-2, RS

Proposed Use of the Property: Single Family Residential, Retail and Services

Acreage/Sq. Ft. of Zoning Change: 132.59 ac

**2. Address and Legal Description:**

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

Street Address: Old Stagecoach Rd. at Cypress Rd.

Subdivision Name/Lot & Block Nos.: See field notes.

Property Recording Information:  Hays County  
Volume/Cabinet No. 254

Page/Slide No. 848

**3. Ownership Information:**

Name of Property Owner(s): Scott Felder Homes LLC

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

Address of Owner: 6414 River Place Blvd, Ste. 100

Austin, TX 78730

Phone Number: (512) 418-5400

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

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

Signed: [Signature]

Date: 2/26/15

**4. Agent Information:**

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

Agent's Name: Texas Engineering Solutions

Agent's Address: 5000 Bee Caves Rd., Suite 206

Austin, TX 78746

Agent's Phone Number: (512) 904-0505

Agent's Fax Number: (512) 904-0509

Agent's Mobile Number: \_\_\_\_\_

Agent's Email Number: jhagen@txengs.com

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

Owner's Signature: [Signature]

Date: 2/26/15

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200"   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property:   

Accepted for Processing By: Debbie A Juwana    Date: 7/14/15

Date of Public Notification in Newspaper: 8/19/15

Date of Public Hearing Before Planning and Zoning Commission: 9/8/15

Date of Public Hearing Before City Council: 9/15/15 + 10/6/15



# TEXAS ENGINEERING SOLUTIONS

5000 Bee Caves Rd, Suite 206  
Austin, Texas 78746  
P: (512) 904-0505  
F: (512) 904-0509



TBPE Firm #11206

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

March 27, 2015

## RE: Letter of Intent for Rezoning; Cypress Forest Project

To whom it may concern:

On behalf of Scott Felder Homes, Texas Engineering Solutions has provided the City of Kyle's Planning Department with an application for the rezoning of one tract of land in order that it may be developed as single family residential with a small section of commercial.

The property proposed for rezoning is comprised of approximately 132.59 acres. The tract is currently undeveloped with minimal existing structures. Table One describes the existing and proposed zoning districts for the tract, along with use.

Table 1 – Zoning & Use Designations

Tract	Proposed Zoning Designation	Existing Zoning Designation	Future Land Use Designation
KY-TEX Properties R16956 (129.915 AC)	Single Family Residential 2 (R-1-2)	N/A	Single Family Residential
KY-TEX Properties R16956 (2.681 AC)	Retail/Services (RS)	N/A	Retail/Services

The proposed zoning designation is reflective of the City of Kyle's land use recommendations. The City of Kyle Zoning plan's discussion on integrating the balanced mix of residential with commercial is also reflected by the proposed zoning designation. The proposed Retail/Services (RS) zoning designation for a portion of this development complies with the plan's definition of this zoning category for commercial and retail areas that intend to serve residential areas.

If you should have any questions pertaining to this application or if you need further explanation, please feel free to call me at (512) 904-0505.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James T. Hagen', is written over the 'Sincerely,' text.

James T. Hagen, P.E.  
Texas Engineering Solutions  
TBPE Firm #11206

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

**DEVELOPMENT AGREEMENT  
BETWEEN CITY OF KYLE, TEXAS, AND SCOTT FELDER HOMES, LLC**

This Development Agreement (“Agreement”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and Scott Felder Homes, LLC (the “Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**RECITALS**

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

WHEREAS, on February 19, 2015, the City and KYTEX Properties, the owner of the Property, entered into that one certain Section 212.172 Texas Local Government Code Development Agreement recorded in Volume 5144, Page 393, Official Public Records of Hays County, Texas (“Prior Agreement”);

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

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

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

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

WHEREAS, for the above stated reasons Developer and the City desire to amend and restate the Prior Agreement.

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



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

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

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

**1.03 Project Defined.** The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, amenity area(s) with recreational facilities, and future commercial development sites along Old Stage Coach Road. The Project, includes the subdivision of the Property, the construction of off-site and on-site utility facilities and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the "Project"). The Project may include multiple phases for platting and construction purposes.

**1.04 Benefits.**

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

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

**1.05 Term.** The term of this Agreement will commence on the Effective Date and continue for 180 days, unless Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 180 day period. If Developer acquires title to the Property and delivers a copy of the recorded deed to the City within said 180 days, then the term of this Agreement shall be fifteen (15) years from the Effective date ("Term"). After the first Term, this Agreement may be extended for successive five-year periods upon written agreement signed by Developer and the City.

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

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

## **ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES**

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

**2.02 Residential.** The Parties agree that Developer shall be temporarily granted an R-1-2 zoning classification. Except as provided in this Agreement, the Property shall be subject to use and development standards as if subject to the City's R-1-2 zoning district. Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the maximum number of fifty-five foot (55') wide single family residential lots allowed to be subdivided on the Property will be twenty-five percent (25%) of the total number of single family residential lots shown on the preliminary plan approved for the Property. For purposes of clarifying the preceding sentence, there is no limit to the number of fifty-five foot (55') wide lots that may be contained in an individual final plat so long as the cumulative total of fifty-five foot (55') wide single family residential lots contained in all recorded final plats of the Property do not exceed twenty-five percent (25%) of all single family lots shown on the approved preliminary plan. A property owners association neighborhood park, including, an amenity center and swimming pool for the residents living on the Property, is a permitted use of the Property.

**2.03 Commercial.** Notwithstanding Section 2.02 above, approximately 2.598 acres of the Property, as described in the attached Exhibit "B," shall be subject to use and development standards as if subject to the City's RS zoning district.

**2.04 Concept Plan.** Developer has submitted to the City a concept plan for the subdivision and development of the Property. A copy of the concept plan is attached hereto and incorporated herein for all purposes as Exhibit "C" (the "Concept Plan"). The Concept Plan shows five (5) phases for platting. Pursuant to Section 212.172, Tex. Local Government Code, Developer hereby confirms that the Concept Plan for the subdivision of the Property complies with the City's Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, and the City's Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G.

Subject to the allowable uses set forth in Sections 2.02 and 2.03, a) the total allowable level of development of the Property shall be limited by the number of Living Unit Equivalents ("LUEs") as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the intensity of development of the Property shall not exceed 370 LUEs. So long as Developer does not increase the total level of allowable development, as measured by water and wastewater service connections, Developer may amend the Concept Plan and may amend the layout of lots

and on-site infrastructure to serve the Project in compliance with this Agreement. The Concept Plan will be effective for the Term of this Agreement.

**2.05 Preliminary Plan.** Developer may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above 370 LUEs. Developer may request the City, including the City's Planning and Zoning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan. If the preliminary plan application complies with the terms of this Agreement, the City will approve the preliminary plan upon the request of Developer.

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

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

**2.08 Parkland Fees.** A parkland fee in the amount of One Thousand Two Hundred Dollars (\$1,200.00) will be paid to the City for each dwelling unit in satisfaction of Section 41-147 of the Code. The City reserves the right to expend the funds as it deems appropriate, but Developer's preference is that the City will allocate and use all parkland fees collected with respect to the Property for improvements to Gregg-Clarke Park. Developer shall make this payment to the City based on the number of residential lots in the final plat of each developed phase before the City records said final plat.

**2.09 Other Fees.** Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the Code.

**2.10 Fencing.** Developer shall construct and maintain, repair or replace a six foot (6') tall masonry fence adjacent to Cypress Road on residential lots abutting Cypress Road. Owner shall construct and maintain, repair or replace a six foot (6') tall decorative metal fence along Cypress Road on parkland, open space and drainage facilities. These fences will not be dedicated or conveyed to the City. Developer may assign to a property owners association the obligation to maintain, repair or replace said as required by the Code.

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

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

(b) Street lighting in compliance with the street lighting plan attached hereto as Exhibit "E." The attached street lighting plan will not require approval by the Planning and Zoning Commission;

(c) Landscaping plan for each final plat similar in style to in other planned communities such as Plum Creek or Hometown Kyle. The landscaping plan will be subject to approval by the city engineer, which approval will not be unreasonably denied, delayed or conditioned; and

(d) Developer's compliance with the Stormwater Management Plan adopted by the City.

**2.12 Impervious Cover.** Notwithstanding the requirements in Chart 2 in Chapter 53 of the Code, the Maximum Lot Coverage shall not exceed 45% on each Lot for all buildings combined. There will be no separate requirements for Main Building or Accessory Buildings. For clarification purposes, a Main Building can cover up to 45% of the Lot or a Main Building plus the Accessory Building can cover up to 45% of the Lot, but in no circumstance may the combination of Main Building plus Accessory Building exceed 45% Lot Coverage. Porches and patios, whether covered or not, are not considered Buildings for Lot Coverage purposes.

**2.13 Front Setback.** Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the Front Setback shall be a minimum of 20 feet for all Lots less than 65 feet wide, measured at 20 feet from the front property line. The Front Setback shall be a minimum of 30 feet for all Lots that are a minimum of 80 feet wide, measured at 30 feet from the front property line. All other Lots shall have a Front Setback of 25 feet if they are less than 130 feet in depth or a Front Setback of 30 feet if they are 130 feet deep or greater.

### **ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE**

**3.01 Perimeter Streets.** The requirements of Section 41-137(p) of the Code apply to the Project except as provided in this Section 3.01. In lieu of Section 41-137(p)(1)(b) and (2)(b)

of the Code, Developer will pay to the City the sum of \$1,545.00 for each residential lot subdivided on the Property. Developer shall make this payment to the City based on the number of residential lots in a final plat before the City records said subdivision plat.

**3.02 Multi-Purpose Trail.** Developer shall pay the City an amount as agreed upon by the parties equal to the cost of the design, engineering and construction of a concrete, ten foot (10') multi-purpose trail along Cypress Road adjacent to the Property ("Trail"). Developer will have no responsibility or obligation to construct, maintain, operate, repair or replace the Trail. The agreed-upon amount shall be paid by Developer no later than when construction of the second phase begins.

**3.03 Subdivision Infrastructure.** All streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property will be constructed by Developer to meet Code standards and will be dedicated and conveyed to the City at no cost to the City.

**3.04 Satisfactory Completion of Developer Improvements.** The term "Developer Improvements" includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements, Developer shall provide the City with final "record" drawings of the Developer Improvements, in both hard copy and digital (PDF or CAD, as requested by the City). Developer's engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of Developer Improvements within ten (10) business days. The City shall within ten (10) business days of conducting the final inspection provide a list of deficiencies found in the inspection so that when the deficiencies are corrected, Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. Developer shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect Developer Improvement within ten (10) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developer stating that Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept Developer Improvement for ownership, operation and maintenance.

**3.05 City Acceptance of Developer Improvements:**

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

(b) Upon the City issuing a Letter of Satisfactory Completion, Developer shall dedicate the Developer Improvement to the City. The City shall accept each such completed Developer Improvement for ownership, operation and maintenance within twenty-one (21) business days of

Developer's dedication of the Developer Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

**3.06 City to Own, Operate and Maintain Developer Improvements.** From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same; provided, however, decorative street lights will be maintained by Developer and then the POA. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

#### **ARTICLE 4 WATER AND WASTEWATER SERVICE**

**4.01 Intent of the Parties Regarding Utility Services.** As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for 370 LUEs water and wastewater service to the Property. The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing 370 LUEs of water service to the Property in accordance with the terms of this Agreement. The Parties acknowledge that the Property will build out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. Developer acknowledges that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Developer further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Developer requires certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement. The Parties acknowledge that the design engineering and construction of an operational utility improvement can require two (2) or more years.

**4.02 General Conditions For Connections to the City Utility System.**

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to the Property unless off-site sewer improvements are completed. The developer will be required to construct a minimum 12" off-site gravity flow line generally in the path shown in the "Off-Site Sewer Force Main," as described in the attached Exhibit "D", at developers expense. City will pay the incremental difference between the cost for the gravity line and the Off-site Sewer Force Main, currently contemplated not to exceed \$500,000. The gravity line shall be constructed in accordance with state bidding requirements, City approved plans and specifications then accepted by the City. The City acknowledges, in proceeding with the construction of the off-site sewer improvements,



that Developer is relying on the City's performance of the City's obligation to timely provide 370 LUEs of water and wastewater service to the Property in accordance with the terms of this Agreement.

Upon approval of the Developer and the City of the construction bid, and prior to the Developer awarding the construction contract for the 12" gravity main, the City and the Developer will each escrow their portion of the proposed contract amount with a title company to be approved by both Parties. The Developer will present monthly pay applications from the contractor to the City and the City will have 10 days to approve or disapprove the pay application. If the pay application is disapproved, the City will provide written notification of the cause for disapproval so the Developer and contractor can revise the pay application accordingly. Once approved, the title company will be instructed to release the funds to the contractor for the approved pay application. The final release of retained funds will not occur until the City accepts the wastewater line.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than 370 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

**4.03 Service Commitment.** Subject to the completion of the Off-Site Sewer Force Main, the City hereby commits 370 LUEs of water and wastewater service to the Property. Developer may record subdivision plats subject only to the construction of Subdivision Infrastructure for such plats and the Off-Site Sewer Force Main.

**4.04 Service Connections.** The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

**4.05 Utility Improvement Construction Obligations.**

(a) **Developer.** Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property and the Off-Site Sewer Force Main (collectively, the "Utility Improvements").

(b) **Developer Funding.** Developer will pay to the City a sum in an amount of one hundred twenty-five thousand dollars (\$125,000.00) for the design and engineering of the expansion of the City's 1626 water pump station improvements. Developer will pay said amount at the time the 200<sup>th</sup> residential lot is platted.

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

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

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

**4.09 Use of Condemnation.** The city council has found that the development of the Property in compliance with this Agreement will benefit the economy of the City and serve the best interests and welfare of the public. Therefore, if Developer determines that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install a Utility Improvement required by the City pursuant to this Agreement, Developer will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law. The City will act on such a request within sixty (60) calendar days. If the city council makes a finding that such requested easement is necessary to accomplish a public purpose and is otherwise lawful, the city council may exercise its powers of eminent domain to attempt to acquire the requested easement. The Parties agree to work cooperatively toward allowing the initiation of construction of a Developer Improvement on an easement being acquired by the City at the earliest time lawfully permitted. Developer shall be responsible for all costs incurred for the acquisition of the easement or land necessary for the construction of Utility Improvements outside of the Property, whether by condemnation or conveyance in lieu thereof, including the City's attorney's fees, legally-required bonds, and deposits required by the City. If the city council seeks condemnation, it will use reasonable efforts to pursue such within the minimum time allowed under state law.

## ARTICLE 5 ANNEXATION

**5.01 Involuntary Annexation.** Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Agreement.

**5.02 Voluntary Annexation.**

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

(b) Developer agrees that if a preliminary plan, final plat or related development document is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Developer, and the Property will be subject to annexation at the discretion of the city council. Developer agrees that such annexation shall be deemed voluntary and Developer hereby consents to such annexation as though a petition for such annexation had been tendered by Developer.

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

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

**5.04 Land Use Upon Annexation.** On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement. Developer may make application for the zoning of the Property at any time but not later than thirty (30) days after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

## ARTICLE 6

### ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

**6.01 Assignment of Developer Rights.** Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event

Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

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

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

## ARTICLE 7 DEFAULT AND NOTICE

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

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

**7.03 Enforcement.** The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph

7.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

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

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

Any notice mailed to the City shall be addressed:

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

Any notice mailed to the Developer shall be addressed:

Scott Felder Homes  
ATTN: Steve Krasoff, President  
6414 River Place Blvd, Ste. 100  
Austin Texas 78730

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

## **ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS**

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

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

- (a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.
- (b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.
- (c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.
- (d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

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

- (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;
- (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and
- (c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

**ARTICLE 9  
MISCELLANEOUS**



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

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

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

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

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

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

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

**9.08 Effective Date.** This Agreement, except Article 2 (DEVELOPMENT STANDARDS AND REVIEW PROCEDURES), 3 (PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE), 4 (WATER AND WASTEWATER SERVICE), and 5 (ANNEXATION) is legally effective and enforceable upon the execution of this Agreement by both parties. Articles 2, 3, 4 and 5 of this Agreement will become legally effective and binding on the parties only upon Developer acquiring title to the Property and Developer delivering to the City a copy of the deed recorded in the Official Public Records of Hays County, Texas that conveys title to Developer.

DEVELOPER:  
Scott Felder Homes, LLC.

By: \_\_\_\_\_

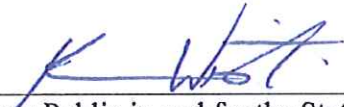


Steve Krasoff, President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF TRAVIS   §

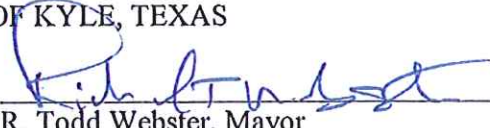
This instrument was acknowledged before me on August 12<sup>th</sup>, 2015, by Steve Krasoff, President of Scott Felder Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

CITY OF KYLE, TEXAS

By:

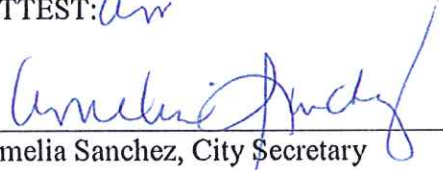
  
R. Todd Webster, Mayor

Date:


July 30, 2015

ATTEST:



  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

  
Frank J. Jones, City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

February 18, 2015

132.59 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

1 of 4

**DESCRIPTION OF A 132.59 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC. IN FEBRUARY 2015, LOCATED IN THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, HAYS COUNTY, TEXAS, SAID 132.59 ACRE TRACT BEING A REMAINDER OF A CALLED 135.78 ACRE TRACT OF LAND DESCRIBED IN VOLUME 254, PAGE 848, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS, SAID 132.59 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod found in the north right-of-way line of Cypress Road (right-of-way varies) for the most southerly southeast corner of said 135.78 acre tract, same being the most southerly corner of the herein described 132.59 acre tract of land, for the **POINT OF BEGINNING**;

**THENCE** with the north right-of-way line of Cypress Road, same being the south line of said 135.78 acre tract, N66°47'41"W, a distance of 464.63 feet to a ½ inch iron rod with "Delta Survey" cap set for the southeast corner of a 4.78 acre tract of land described in Volume 4719, Page 166, Official Public Records, Hays County, Texas;

**THENCE** leaving the north right-of-way line of Cypress Road, with the east, north and west lines of said 4.78 acre tract, same being south lines of said 135.78 acre tract the following three (3) courses and distances:

1. N18°25'46"E a distance of 218.68 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. N76°35'41"W a distance of 683.33 feet, to a ½ inch iron rod with "Delta Survey" cap set, and
3. S45°04'19"W a distance of 426.01 feet, to a 20 inch Live Oak found for the southwest corner of the said 4.78 acre tract, same being a south corner of the said 135.78 acre tract, and also being in the north line of an undefined tract of land (no record ownership or deed reference found);

**THENCE** with the north lines of said undefined tract, same being the south lines of said 135.78 acre tract the following five (5) courses and distances:

1. S59°45'22"W a distance of 97.79 feet, to a nail found in a 29 inch Live Oak,
2. S47°28'53"W a distance of 371.25 feet, to a ½ inch iron rod found,
3. S52°39'52"W a distance of 14.33 feet, to a ½ inch iron rod found,
4. S59°09'02"W a distance of 164.78 feet, to a ½ inch iron rod found, and
5. S67°49'19"W a distance of 74.92 feet, to a ½ inch iron rod with "Delta Survey" cap set in the north ROW line of said Cypress Road, same being a south-line of said 135.78 acre tract;

132.59 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

2 of 4

**THENCE** with the north ROW lines of said Cypress Road, same being the south lines of said 135.78 acre tract the following nine (9) courses and distances:

1. N70°08'41"W a distance of 96.94 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. N64°30'41"W a distance of 79.56 feet, to a ½ inch iron pipe found,
3. N49°42'54"W a distance of 145.14 feet, to a ½ inch iron rod with "Delta Survey" cap set,
4. N47°57'54"W a distance of 437.25 feet, to a ½ inch iron rod with "Delta Survey" cap set,
5. N16°49'54"W a distance of 516.28 feet, to a ½ inch iron rod with "Delta Survey" cap set,
6. N35°14'54"W a distance of 48.31 feet, to a ½ inch iron rod with "Delta Survey" cap set,
7. N56°57'54"W a distance of 49.88 feet, to a ½ inch iron rod found,
8. N80°26'19"W a distance of 476.41 feet, to a ½ inch iron rod found, and
9. N41°17'19"W a distance of 155.64 feet, to a ½ inch iron rod with "Delta Survey" cap set in the east line of that 195.14 acre tract described in a deed to The State of Texas Permanent School Fund, and recorded in Volume 2965, Page 484, Official Public Records, Hays County, Texas, same being the west line of the said 135.78 acre tract;

**THENCE** with the east line of said 195.14 acre tract, same being the west lines of said 135.78 acre tract the following six (6) courses and distances:

1. N48°29'30"E a distance of 1587.53 feet, to a ½ inch iron rod found,
2. N48°25'30"E a distance of 428.87 feet, to a ½ inch iron rod with "VICKERY" cap found,
3. N25°26'19"E a distance of 39.38 feet, to a mag nail in fence post found,
4. S49°05'26"E a distance of 34.30 feet, to a mag nail in fence post found,
5. N48°35'06"E a distance of 1583.28 feet, to a mag nail in fence post found, and
6. S61°06'30"E a distance of 48.98 feet, to a ½ inch iron rod found in the west ROW line of County Road 136 (Old Stagecoach Road) (ROW varies), same being the northeast corner of said 135.78 acre tract;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract, S16°45'08"E a distance of 258.55 feet, to a ½ inch iron rod with "Delta Survey" cap set for the northeast corner of that 1.00 acre tract described in a deed to Clifton L. Oswalt and recorded in Volume 398 Page 265, Real Property Records of Hays County, Texas;

132.59 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

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**THENCE** leaving said ROW and with the north and west lines of said 1.00 acre Oswalt tract, and the west and south lines of that 0.12 acre tract described in a deed to Clifton L. Oswalt and recorded in Volume 592 Page 807, Real Property Records of Hays County, Texas, the following three (3) courses and distances:

1. S73°14'47"W a distance of 350.00 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. S16°45'09"E a distance of 139.46 feet, to a ½ inch iron rod with "Delta Survey" cap set, and
3. N73°14'49"E a distance of 347.70 feet, to a ½ inch iron rod with "Delta Survey" cap set in the west ROW line of said Old Stagecoach Road;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract, S08°02'02"E a distance of 955.72 feet, to an iron rod with "BYRN" cap found for the northeast corner of that 0.615 acre tract conveyed to Martha Prado and recorded in Volume 2257 Page 881, Official Public Records, Hays County, Texas and last described in Volume 729 Page 644, Real Property Records, Hays County, Texas;

**THENCE** with the perimeter of said 0.615 acre Prado tract and a 1.86 acre tract described in a deed to Audrey Oswalt and recorded in Volume 398 Page 261, Real Property Records, Hays County Texas the following six (6) courses and distances:

1. S81°40'28"W a distance of 232.43 feet, to a ½ inch iron rod with "Delta Survey" cap set
2. S02°39'28"E a distance of 101.12 feet, to a calculated point for the west common corner of the said Prado and Oswalt tract,
3. S03°12'57"E a distance of 30.41 feet, to a calculated point,
4. S02°06'24"E a distance of 47.02 feet, to a fence post found,
5. S02°47'36"E a distance of 157.50 feet, to a ½ inch iron rod found, and
6. N87°19'33"E a distance of 203.13 feet, to a ½ inch iron rod found for the southeast corner of said Oswalt tract, same being in the west ROW line of said Old Stagecoach Road;

**THENCE** with the west ROW line of said Old Stagecoach Road, same being the east line of said 135.78 acre tract the following four (4) courses and distances:

1. S16°08'07"W a distance of 474.58 feet, to a ½ inch iron rod with "Delta Survey" cap set,
2. S11°17'39"E a distance of 40.97 feet, to a ½ inch iron rod found,
3. S18°34'03"E a distance of 1287.66 feet, to a ½ inch iron road found, and

132.59 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

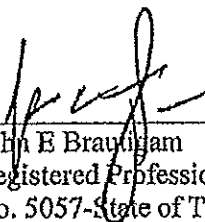
4 of 4

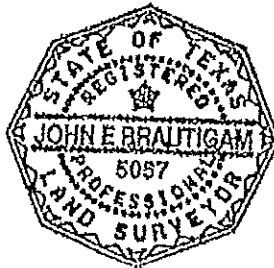
4. S56°24'24"W a distance of 10.77 feet, to the POINT OF BEGINNING and containing 132.59 acres, more or less.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/HARN

I, John E Brautigam, hereby certify that the forgoing description represents an on-the-ground survey performed under my direct supervision during February 2015, and is true and correct to the best of my knowledge and belief.

Date: 02-16-15

  
\_\_\_\_\_  
John E Brautigam  
Registered Professional Land Surveyor  
No. 5057-State of Texas



Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
TBPLS Firm No. 10004700



**EXHIBIT B**  
**DESCRIPTION OF COMMERCIAL PARCEL**

2.598 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

1 of 3

**DESCRIPTION OF A 2.598 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC. IN JANUARY 2015, LOCATED IN THE JOHN PHARASS SURVEY, ABSTRACT NUMBER 361, HAYS COUNTY, TEXAS, SAID 2.598 ACRE TRACT BEING A PORTION OF A CALLED 135.78 ACRE TRACT OF LAND DESCRIBED IN VOLUME 254, PAGE 848, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS, SAID 2.598 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½ inch iron rod found in the north right-of-way line of Cypress Road (right-of-way varies) for the most southerly southeast corner of said 135.78 acre tract, same being the most southerly corner of the herein described 2.598 acre tract of land, for the **POINT OF BEGINNING**;

**THENCE** with the north right-of-way line of Cypress Road, same being the south line of said 135.78 acre tract, N66°47'41"W, a distance of 464.63 feet to a ½ inch iron rod with "Delta Survey" cap set for the southeast corner of a 4.78 acre tract of land described in Volume 4719, Page 166, Official Public Records, Hays County, Texas;

**THENCE** leaving the north right-of-way line of Cypress Road, with the east line of said 4.78 acre tract, same being a west line of said 135.78 acre tract, N18°25'46"E, a distance of 218.68 feet to a ½ inch iron rod with "Delta Survey" cap set for the northeast corner of said 4.78 acre tract, same being a corner in the south line of said 135.78 acre tract;

**THENCE** leaving said 4.78 acre tract, and crossing said 135.78 acre tract, the following two (2) courses and distances:

1. N08°13'19"E, a distance of 28.01 feet to a ½ inch iron rod with "Delta Survey" cap set; and,
2. N71°25'57"E, a distance of 212.70 feet to a ½ inch iron rod with "Delta Survey" cap set in the west right-of-way line of County Road 136 (Old Stagecoach Road) (right-of-way varies), same being the east line of said 135.78 acre tract;

2.598 ACRES  
JOHN PHARASS SURVEY  
ABSTRACT NO. 361  
HAYS COUNTY, TEXAS

2 of 3

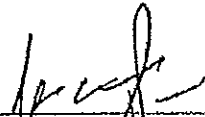
THENCE with the west right-of-way line of County Road 136, same being the east line of said 135.78 acre tract, S18°34'03"E, a distance of 506.39 feet to a ½ inch iron rod found in the north right-of-way line of Cypress Road;

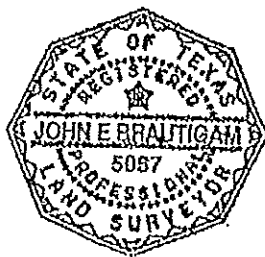
THENCE leaving the west right-of-way line of County Road 136, with the north right-of-way line of Cypress Road, S56°24'24"W, a distance of 10.77 feet to the POINT OF BEGINNING and containing 2.598 acres of land, more or less.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83/HARN

I, John E Brautigam, hereby certify that the foregoing description represents an on-the-ground survey performed under my direct supervision during January 2015, and is true and correct to the best of my knowledge and belief.

Date: 01-22-15

  
\_\_\_\_\_  
John E Brautigam  
Registered Professional Land Surveyor  
No. 5057-State of Texas

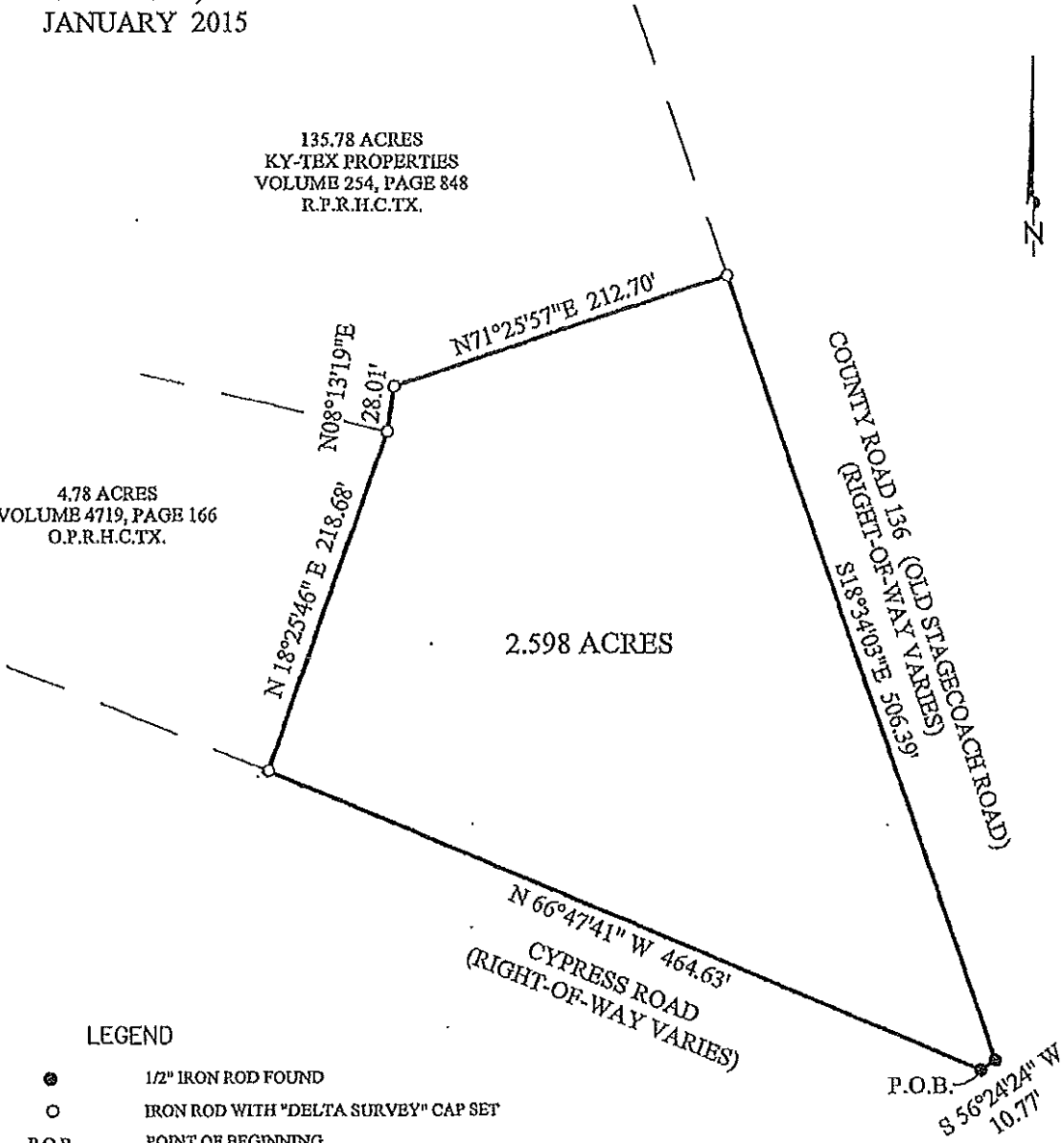


Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
TBPLS Firm No. 10004700

135.78 ACRES  
 KY-TEX PROPERTIES  
 VOLUME 254, PAGE 848  
 R.P.R.H.C.TX.

4.78 ACRES  
 VOLUME 4719, PAGE 166  
 O.P.R.H.C.TX.

2.598 ACRES



LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH "DELTA SURVEY" CAP SET
- P.O.B. POINT OF BEGINNING
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- R.P.R.H.C.TX. REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS



GRAPHIC SCALE  
 1" = 100'

BEARING BASIS:  
 TEXAS STATE PLANE COORDINATE SYSTEM,  
 TEXAS CENTRAL ZONE, NAD 83/HARN

\* SKETCH TO ACCOMPANY FIELD NOTES \*  
 -ALL POINTS CALCULATED UNLESS OTHERWISE NOTED-

**Delta Survey Group Inc.**

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745  
 OFFICE: 512.282.5200 FAX: 512.282.5230  
 WWW.DELTASURVEYGROUP.COM  
 TBPLS FIRM NO. 10004700

QUAD HAYS CO  
 PROJECT VISION 360  
 DWG. COMMERCIAL

**EXHIBIT C  
CONCEPT PLAN**



**EXHIBIT D**  
**OFF-SITE SEWER FORCE MAIN DESCRIPTION**





**EXHIBIT E**  
**STREET LIGHTING PLAN**



# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

RSP - Special Road Dist  
 FHA - Hays Co ESD #5

SHA - Hays Consolidated ISD  
 GHA - Hays County  
 ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

**Property Information**

Property ID : 10-0361-0051-00000-2  
 Quick-Ref ID : R16956

Value Information

OLD STAGECOACH RD KYLE, TX 78640	Land HS	:	\$0.00
	Land NHS	:	\$23,790.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
A0361 JOHN PHARASS SURVEY, ACRES 125.427 (2.64 AC @ MKT)	Ag Mkt	:	\$1,106,570.00
	Ag Use	:	\$8,940.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$32,730.00

**Owner Information**

Owner ID : O27710  
 KY-TEX PROPERTIES  
 1259 N OLD STAGECOACH RD  
 KYLE, TX 78640-9428  
 Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SHA	2014	503.29	0.00	0.00	0.00	0.00
RSP	2014	14.34	0.00	0.00	0.00	0.00
GHA	2014	139.17	0.00	0.00	0.00	0.00
FHA	2014	32.73	0.00	0.00	0.00	0.00
ACCD	2014	30.83	0.00	0.00	0.00	0.00

**Total for current bills if paid by 3/31/2015 : \$0.00**  
**Total due on all bills 3/31/2015 : \$0.00**  
 2014 taxes paid for entity SHA \$503.29  
 2014 taxes paid for entity RSP \$14.34  
 2014 taxes paid for entity GHA \$139.17  
 2014 taxes paid for entity FHA \$32.73  
 2014 taxes paid for entity ACCD \$30.83  
**2014 Total Taxes Paid : \$720.36**  
**Date of Last Payment : 10/29/14**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.  
 This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

Stardene Vanell

---

Signature of Authorized Officer of the Tax Office

Date of Issue : 03/31/2015  
 Requestor : KY-TEX PROPERTIES  
 Receipt : DS-2015-041335  
 Fee Paid : \$10.00  
 Payer : TEXAS ENGINEERING SOLUTIONS

# TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: DS-2015-041335

Payor: TEXAS ENGINEERING SOLUTIONS ()  
5000 BEE CAVE RD  
AUSTIN TX 78746

Owner: KY-TEX PROPERTIES (O27710)  
1259 N OLD STAGECOACH RD  
KYLE, TX 78640-9428

Quick Ref ID: R16956  
Owner: KY-TEX PROPERTIES (O27710) - 100%  
Owner Address: 1259 N OLD STAGECOACH RD  
KYLE, TX 78640-9428

Property: 10-0361-0051-00000-2  
Legal Description: A0361 JOHN PHARASS SURVEY,  
ACRES 125.427 (2.64 AC @ MKT)  
Situs Address: OLD STAGECOACH RD KYLE, TX  
78640

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	<b>Total Payment Amount</b>	<b>10.00</b>
	Cash Tendered	10.00
	Total Tendered	10.00
	Remaining Balance Due, including other fees, as of 3/31/2015	0.00

Date Paid: 03/31/2015  
Effective Date: 03/31/2015  
Station/Till: starlene/Starlene's Till  
Cashier: Starlene

# Account Summary



Luanne Caraway Tax Assessor-Collector, Hays County  
 712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

Visit us at [www.hayscountytax.com](http://www.hayscountytax.com)

Property: 10-0361-0051-00000-2  
 Quick Ref ID: R16956  
 Owner: KY-TEX PROPERTIES  
 Situs Address: OLD STAGECOACH RD KYLE, TX 78640  
 Legal Description: A0361 JOHN PHARASS SURVEY, ACRES 125.427 (2.64 AC @ MKT)

KY-TEX PROPERTIES  
 1259 N OLD STAGECOACH RD  
 KYLE, TX 78640-9428

Assessment Values  
 LAND HS: 0  
 LAND NHS: 23,790 Exemptions: AG  
 IMP HS: 0  
 IMP NHS: 0  
 AG MKT VALUE: 1,106,570  
 AG USE VALUE: 8,940

Tax Bill (Effective Date: 03/31/2015)							Balance Due if Paid By March 31, 2015:	0.00
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance	
2014								
AUSTIN COMMUNITY COLLEGE DISTRICT	30.83	0.00	0.00	0.00	10/29/2014	30.83	0.00	
Hays Co ESD #5	32.73	0.00	0.00	0.00	10/29/2014	32.73	0.00	
Hays Consolidated ISD	503.29	0.00	0.00	0.00	10/29/2014	503.29	0.00	
Hays County	139.17	0.00	0.00	0.00	10/29/2014	139.17	0.00	
Special Road Dist	14.34	0.00	0.00	0.00	10/29/2014	14.34	0.00	
<b>Totals</b>	<b>720.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>720.36</b>	<b>0.00</b>	
<b>Totals</b>	<b>720.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>720.36</b>	<b>0.00</b>	
<b>Balance Due if Paid By March 31, 2015:</b>								<b>0.00</b>

vol. 254 p. 848  
 STATE OF TEXAS X  
 COUNTY OF HAYS X

KNOW ALL MEN BY THESE PRESENTS;

7967 /

That we, Franklin Jordan of the County of Tom Green and State of Texas, and Arthur C. Jordan of the County of Dallas and State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to us in hand paid by Ky-Tex Properties, Inc., a Texas Corporation with office and place of business in Kyle, Texas, the receipt whereof is hereby acknowledged and confessed and for which no lien, express or implied, is retained, and the further consideration of the assumption by the said Ky-Tex Properties, Inc., effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Ky-Tex Properties, Inc., subject to said taxes and the hereinafter mentioned easement, all of that certain real property lying and being situated in Hays County, Texas,

to-wit:

TRACT ONE

135.78 acres of land, 109.78 acres being a portion of the John Pharass Survey #13, Abstract #361, and 26.00 acres being a portion of the Samuel Pharass Survey #14, Abstract #360, in Hays County, Texas, said 135.78 acre tract being a portion of that 67½ acre tract designated as First Tract and a portion of a 206½ acre tract designated as Second Tract, as conveyed in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records, and a one half interest in said tracts as conveyed in a deed from Franklin Jordan and wife, Bernice T. Jordan, to Arthur C. Jordan as recorded in Volume 223, Page 574, Hays County Deed Records, as surveyed for Franklin Jordan and Arthur C. Jordan by Forrest B. Scott, Registered Public Surveyor, Austin, Texas, said 135.78 acres of land being described more particularly by metes and bounds as follows:

BEGINNING at an iron stake at corner of fence for the Southwest corner of that 206½ acre tract of land designated as Second Tract in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records;

THENCE with the Northwest line of the said 206½ acre Second Tract, as found fenced and used upon the ground, courses numbering 1-6 inclusive, as follows: (1) N. 50° 32' E. 1588.94 feet to an iron stake;  
 (2) N. 50° 33' E. 420.55 feet to an iron stake;  
 (3) N. 27° 18' E. 50.08 feet to an iron stake;  
 (4) S. 41° 53' E. 40.20 feet to an iron stake;  
 (5) N. 50° 32' E. 1572.07 feet to an iron stake;  
 (6) N. 52° 07' E. 21.98 feet to an iron stake;

THENCE S. 48° 29' E. 46.62 feet to an iron stake in the West line of the Old San Marcos-Austin Road;

THENCE with the West lines of the Old San Marcos-Austin Road, as fenced and used upon the ground, courses numbering 1-6, inclusive as follows:

- (1) S. 16° 41' E. 382.58 feet to an iron stake;  
 (2) S. 6° 00' E. 1097.20 feet to an iron stake;  
 (3) S. 2° 01' W. 136.75 feet to an iron stake;

VOL. 254 No. 849

- (4) S. 18° 01' W. 577.80 feet to an iron stake;
- (5) S. 9° 24' E. 40.97 feet to an iron stake;
- (6) S. 16° 30' E. 1287.26 feet to an iron stake;

THENCE S. 58° 27' W. 11.41 feet to an iron stake in the Northeast line of West Center Street;

THENCE with the Northeast line of West Center Street, as found fenced and used upon the ground, N. 64° 44' W. 468.05 feet to an iron stake found;

THENCE with a fence, N. 21° 09' E. 218.92 feet to an iron stake found at corner of fence;

THENCE continuing with a fence, N. 74° 32' W. 682.19 feet to an iron stake at corner of fence;

THENCE continuing with the meanders of a fence, courses numbering 1-8 inclusive, as follows:

- (1) S. 47° 08' W. 427.34 feet to an iron stake;
- (2) S. 61° 35' W. 97.82 feet to a 60d nail in a 28 inch Live Oak tree;
- (3) S. 49° 40' W. 370.90 feet to an iron stake;
- (4) S. 53° 29' H. 14.52 feet to an iron stake;
- (5) S. 61° 13' W. 166.97 feet to an iron stake;
- (6) S. 69° 49' W. 74.91 feet to an iron stake;
- (7) N. 68° 09' W. 96.92 feet to an iron stake;
- (8) N. 62° 31' W. 79.55 feet to an iron stake found in the Northeast line of the Kyle-Nance Road;

THENCE with the Northeast lines of the Kyle-Nance Road, as fenced and used upon the ground, courses numbering 1-6 inclusive, as follows:

- (1) N. 47° 40' W. 145.23 feet to an iron stake found;
- (2) N. 45° 55' W. 437.52 feet to an iron stake found;
- (3) N. 14° 47' W. 516.59 feet to an iron stake found;
- (4) N. 33° 12' W. 48.34 feet to an iron stake found;
- (5) N. 54° 55' W. 49.91 feet to an iron stake found;
- (6) N. 78° 24' W. 477.09 feet to an iron stake at corner of fence;

THENCE continuing with said fence, N. 39° 15' W. 155.86 feet to the PLACE OF BEGINNING, containing 135.78 acres of land, surveyed November 3, 1972.

**TRACT TWO**

7.38 acres of land being a portion of the John Pharras Survey #13, Abstract #361, in Hays County, Texas, said 7.38 acre tract being a portion of that 67½ acre tract designated as First Tract and a portion of a 206½ acre tract designated as Second Tract, as conveyed in a deed from Bernard Kuhn, et ux, to Franklin Jordan and wife, Bernice T. Jordan, as recorded in Volume 202, Page 412, Hays County Deed Records, and a one half interest in said tracts as conveyed in a deed from Franklin Jordan and wife, Bernice T. Jordan, to Arthur C. Jordan as recorded in Volume 223, Page 574, Hays County Deed Records, as surveyed for Franklin Jordan and Arthur C. Jordan by Forrest B. Scott, Registered Public Surveyor, Austin, Texas. Said 7.38 acres of land being described more particularly by coterminous and bounds as follows:

BEGINNING at an iron stake for the Southwest corner of the herein described tract, and from said beginning iron stake an iron stake at the Southeast corner of that 135.78 acre tract this day surveyed for Franklin Jordan and Arthur C. Jordan bears S. 13° 43' E. 1040.31;

THENCE with the East lines of the Old San Marcos-Austin Road, courses numbering 1-6 inclusive, as follows:

- (1) N. 16° 11' W. 173.46 feet to an iron stake;
- (2) N. 12° 44' W. 68.37 feet to an iron stake;
- (3) N. 6° 32' W. 50.48 feet to an iron stake;
- (4) N. 5° 53' E. 52.18 feet to an iron stake;
- (5) N. 18° 00' E. 562.54 feet to an iron stake;
- (6) N. 4° 54' W. 163.07 feet to an iron stake found at the Northwest corner of the herein described tract;

Vol. 254 Page 850

THENCE with a fence, S. 62° 37' E. 327.30 feet to an iron stake at corner of fence;  
THENCE continuing with said fence, S. 0° 25' W. 677.33 feet to an iron stake at corner of fence;  
THENCE continuing with said fence, S. 61° 45' W. 433.59 feet to the PLACE OF BEGINNING, containing 7.38 acres of land, surveyed November 3, 1972.

This conveyance is made subject to that electric power line easement in favor of the Pedernales Electric Cooperative, Inc., dated September 11, 1938, and of record in Volume 121, page 309, Hays County Deed Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Ky-Tex Properties, Inc., its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Ky-Tex Properties, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned taxes and easement.

Witness our hands on this the 17<sup>th</sup> day of November, 1972.



*Franklin Jordan*  
Franklin Jordan  
*Arthur C. Jordan*  
Arthur C. Jordan

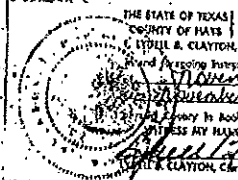
BEFORE ME, the undersigned authority, on this day personally appeared Franklin Jordan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> day of November, 1972.

*Bill T. Haring*  
Notary Public in and for  
Tom Green County, Texas.



BEFORE ME, the undersigned authority, on this day personally appeared Arthur C. Jordan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18<sup>th</sup> day of November, 1972.

*Walter M. Greenidge*  
Notary Public in and for  
Dallas County, Texas.



THE STATE OF TEXAS  
COUNTY OF HAYS  
I, PHIL A. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 17<sup>th</sup> day of November A.D. 1972 at 11:00 o'clock A.M. and duly recorded on the 18<sup>th</sup> day of November A.D. 1972 at 7:10 o'clock A.M. in the Deed Records of the County Court of Hays County, Texas, the date last above written.  
Book Number 254 Page 850  
Witness my hand and seal of the County Court of Hays County, Texas, the date last above written.  
*Phil A. Clayton*  
Phil A. Clayton, Clerk of the County Court within and for the County Deputy



<b>Property Location</b>	<b>2050 East RR 150</b>
<b>Owner/Petitioner</b>	<b>Kalogridis &amp; Kalogridis Development, LLC 2110-B Boca Raton Dr., Suite 102 Austin, Texas 78747</b>
<b>Request</b>	<b>Rezone 1.75 acres from R-1-2 (Single Family) to R/S (Retail/Service)</b>

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**Vicinity Map**



The site is located on the south side of the 2000 block of RR 150 East, between its intersections with New Bridge Drive and Waterleaf Boulevard. The parent property is the 126-acre Cool Springs residential development, currently zoned R-1-2 (Single Family Residential), which has not yet begun development activities. All the adjacent properties are either similarly zoned residential, or 'AG' (Agricultural District), including the parcel to the west which is not in the city limits, but has a development agreement in place. The applicant seeks to rezone 1.75 acres that front RR 150 to R/S (Retail Service District), a commercial zoning category for "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”.

## **Conditions of the Zoning Ordinance**

### **§53-1205 – Amendments**

...

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

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

## **Comprehensive Plan Text**

The subject site is located in the 'New Settlement' character area. In New Settlement, it is recommended that the allowable zoning districts be limited by right to R-1-1 and R-1-2. R/S is only recommended to be approved conditionally, as are all retail uses.

New Settlement "Character": "Stretching over both Plum Creek and I-35, the New Settlement District is comprised primarily of farm fields and new residential developments that are being carved out of former farm fields. 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. Private and public spaces are clearly separate, with the public domain defined by shared neighborhood amenities and the private domain defined by privatized landscapes. 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 should evoke the agricultural heritage of the District. Physical and visual partitioning and division of land should be avoided where possible in this District."

New Settlement "Intent": "The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The City of Kyle should seek to capitalize on this "developability," while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the District. The unique water features, such as creekways and detention/retention facilities, in the New Settlement District should be utilized as form-

giving elements and corridors for connections. 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.”

## **Recommendation**

The list of permissible uses in R/S is comprehensive and exhaustive (see attachment). Many of those uses are completely appropriate as accessory to low-density residential land uses. However, some of them could be viewed critically as incompatible with respect to the proximity to single family homes. Complicating this analysis is the location along a minor arterial state route (RR 150), for which all but the most intrusive uses are appropriate.

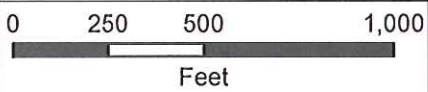
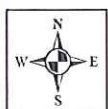
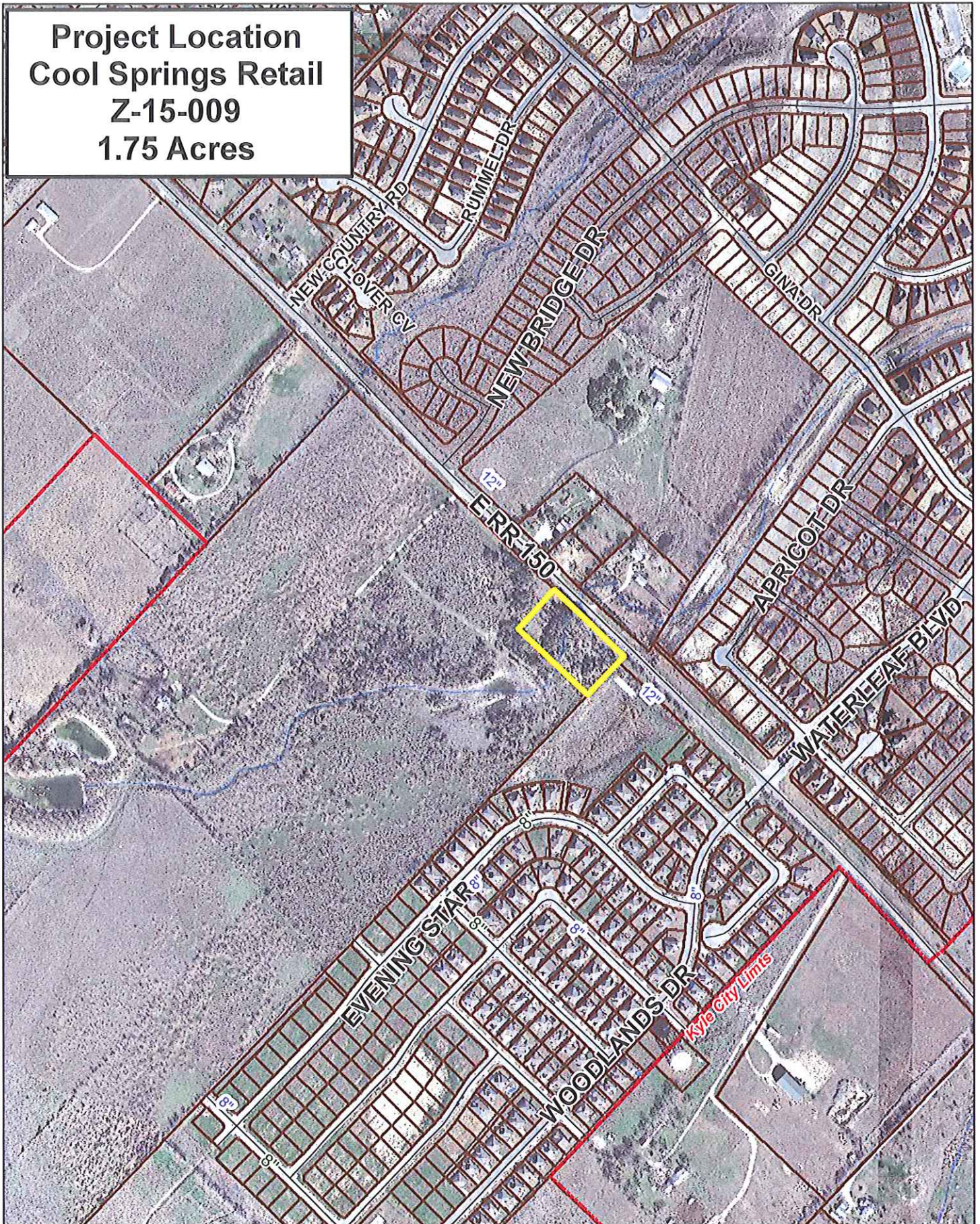
If the permissible land uses in R/S were deemed to intensive for this parcel at this time, a reasonable and plausible alternative to R/S would be CC (Community Commercial District), a district designed “...to provide for slightly more intense commercial uses than allowed in the neighborhood commercial 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.”

## **Attachments**

- Application
- Letter of intent
- Overhead map of the subject vicinity
- List of permissible uses in both R/S and CC



**Project Location**  
**Cool Springs Retail**  
**Z-15-009**  
**1.75 Acres**



 Property Location

 Parcel Lines



# APPLICATION & CHECKLIST – ZONING CHANGE OF KYLE

**Zoning:** Kalogridis & Kalogridis Development LLC

7-15-009

(Name of Owner)

(Submittal Date)

Aug 03 2015

**INSTRUCTIONS:**

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

PLANNING DEPARTMENT

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

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

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

Newspaper Publication Fee: \$190.21

**Total Fee:** \$ 624.61

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

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

**1. Zoning Request:**

Current Zoning Classification: R-1-2

Proposed Zoning Classification: RS

Proposed Use of the Property: commercial retail

Acreage/Sq. Ft. of Zoning Change: 1.75 acres

**2. Address and Legal Description:**

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

Street Address: 1838 FM 150 Kyle, TX 78640 (2050 E. RR 150)

Subdivision Name/Lot & Block Nos.: (R14894) ABS 221 WM Hemphill Survey 125.41 AC  
(R14893) ABS 221 WM Hemphill Survey 1.00 AC



Property Recording Information:  
Volume/Cabinet No. 4917

Hays County

Page/Slide No. 152

**3. Ownership Information:**

Name of Property Owner(s): Kalogridis & Kalogridis Development LLC

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

Address of Owner: 2110-B Boca Raton Dr., Suite 102

Austin, Texas 78747

Phone Number: 512-282-6060

Fax Number: 512-627-8106

Email Number: mitchell@mkdevelopments.com

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

Signed: 

Date: 7-30-15

**4. Agent Information:**

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

Agent's Name: Tom Curran, P.E. - Chan & Partners Engineering, LLC

Agent's Address: 4319 James Casey Suite 300

Austin, Texas 78745

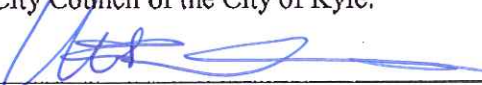
Agent's Phone Number: 512/480-8155

Agent's Fax Number: 512/480-8811

Agent's Mobile Number: \_\_\_\_\_

Agent's Email Number: TomC@chanpartners.com

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

Owner's Signature: 

Date: 7-30-15

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:  County  School  City

Certified List of Property Owners Within 200"

All Fees Paid:  Filing/Application  Mail Out Costs

CITY OF KYLE

Attached Map of Subject Property

AUG 03 2015

Accepted for Processing By: Debbie A. Gruma

Date: PLANNING DEPARTMENT

Date of Public Notification in Newspaper: 8/19/15

Date of Public Hearing Before Planning and Zoning Commission: 9/8/15

Date of Public Hearing Before City Council: 9/15/15 + 10/6/15



Chan & Partners Engineering, LLC

4319 James Casey Street, Suite 300 Austin, Texas 78745

Phone (512) 480-8155 Fax (512) 480-8811

TBPE Firm Registration No. F-13013

www.chanpartners.com

CITY OF KYLE

AUG 03 2015

PLANNING DEPARTMENT

July 31, 2015

Ms. Debbie Guerra  
City of Kyle  
100 West Center Street  
Kyle, Texas 78640

**RE: COOL SPRINGS SUBDIVISION  
ZONING CHANGE APPLICATION SUBMITTAL**

Dear Ms. Guerra:

On behalf of Kalogridis & Kalogridis Development, LLC, the land owner of the referenced 126-acre tract, Chan & Partners Engineering, LLC (CPE) is pleased to submit this zoning change application packet. The tract of land is currently zoned R-1-2 (single family residential) and the owner wishes to create one lot along FM150 that can serve as a commercial retail lot for the neighborhood and surrounding area. Uses may include a convenience store, gas station, or specialty retail such as a coffee shop. This lot is currently shown as Lot 101 on the approved preliminary plan and is located east of the FM 150 and Cool Springs Blvd. intersection. The zoning classification being requested is RS (Retail Services).

In addition to this cover letter explaining the reason for this request, attached is:

1. Completed Application Form
2. A check in the amount of \$624.61 for the zoning change and public notice fee
3. A map showing the area proposed for rezoning
4. Field notes of the property
5. Certified Tax certificates
6. Copy of the Deed showing current ownership

If you need any further information to begin the review process, please don't hesitate to contact us at (512) 480-8155.

Sincerely,

**CHAN & PARTNERS ENGINEERING, LLC**

Tom Curran, PE  
Vice President

**Permitted Uses  
in each Zoning Category**

9/4/2015

SIC Code	SIC Type	SIC Code Description	Primary Zoning	Secondary Zoning	Third Zoning
<b>RS, Retail and Service</b>					
3121 3000	Mfg	Food, winery (wine)	RS	W	CM
4529 9002	Retail	Auto and home supply stores	RS	W	CM
4411 2001	Retail	Auto dealer, consignment	RS	W	CM
4411 1000	Retail	Auto dealer, new	RS	W	CM
4411 1001	Retail	Auto dealer, truck (new)	RS	W	CM
4411 2000	Retail	Auto dealer, used	RS	W	CM
4413 1000	Retail	Auto parts, new	RS	W	CM
7224 1001	Retail	Bar	RS	W	CM
4412 2200	Retail	Boat dealers	RS	W	CM
4543 9000	Retail	Bottled water	RS	W	CM
7224 1004	Retail	Brew pub	RS	W	CM
4441 1000	Retail	Building materials	RS	W	CM
4532 1001	Retail	Business machines, sales and service	RS	W	CM
4452 9201	Retail	Candy and nuts kiosk	RS	W	CM
4441 9001	Retail	Ceiling fans	RS	W	CM
5532 2000	Retail	Costume sales and rental	RS	W	CM
7224 1001	Retail	Drinking place, bar	RS	W	CM
7224 1004	Retail	Drinking place, brew pub	RS	W	CM
4441 9001	Retail	Fans (ceiling)	RS	W	CM
4218 2000	Retail	Farm equipment sales	RS	W	CM
7223 3001	Retail	Fast food, mobile food vendor, auto	RS	W	CM
7223 3002	Retail	Fast food, mobile food vendor, cart	RS	W	CM
5616 2100	Retail	Fire and security systems	RS	W	CM
4442 2000	Retail	Garden and lawn supplies	RS	W	CM
4471 1003	Retail	Gas (self-serv), gas, no grocery	RS	W	CM
4471 1002	Retail	Gas (self-serv), gas and grocery and carwash	RS	W	CM
4471 1001	Retail	Gas (self-serv), gas and grocery	RS	W	CM
4471 9000	Retail	Gas service station	RS	W	CM
4529 9001	Retail	General merchandise nec	RS	W	CM
4441 9002	Retail	Glass and mirror, home and commercial	RS	W	CM
4511 1001	Retail	Golf and tennis, club pro shops	RS	W	CM
4412 2900	Retail	Golf cart sales	RS	W	CM
4511 1004	Retail	Golf equipment	RS	W	CM
4511 1006	Retail	Gun shop	RS	W	CM
4539 9802	Retail	Hot tub and spas sales	RS	W	CM
5322 9200	Retail	Jet ski and boat rental	RS	W	CM
4452 9201	Retail	Kiosk, candy and units	RS	W	CM
4442 2000	Retail	Lawn and garden supplies	RS	W	CM
4442 1000	Retail	Lawn mower sales and service	RS	W	CM
4453 1000	Retail	Liquor stores	RS	W	CM
4441 9000	Retail	Lumber yard	RS	W	CM
4441 9002	Retail	Mirror and glass, home and commercial	RS	W	CM
7223 3001	Retail	Mobile food vendor, auto and trailer	RS	W	CM
7223 3002	Retail	Mobile food vendor, cart	RS	W	CM
4412 2100	Retail	Motorcycle dealers	RS	W	CM
4412 2101	Retail	Motorcycle parts, used only	RS	W	CM
4442 2000	Retail	Nursery (lawn and garden)	RS	W	CM
4452 9201	Retail	Nuts and candy kiosk	RS	W	CM
4511 1001	Retail	Pro shops, golf or tennis	RS	W	CM
5322 9900	Retail	Rental center, furniture and appliances	RS	W	CM
5323 1000	Retail	Rental center, tools and equipment	RS	W	CM
4511 1005	Retail	Scuba dive gear shop	RS	W	CM
5616 2100	Retail	Security and fire systems	RS	W	CM
4539 9802	Retail	Spas and hot tub sales	RS	W	CM
4539 9803	Retail	Swimming pool supplies	RS	W	CM
4511 1001	Retail	Tennis and golf, club pro shops	RS	W	CM

**Permitted Uses  
in each Zoning Category**

9/4/2015

SIC Code	SIC Type	SIC Code Description	Primary Zoning	Secondary Zoning	Third Zoning
4413 2000	Retail	Tire store	RS	W	CM
4413 2001	Retail	Tire store, used	RS	W	CM
2351 1005	Services	Air conditioning and heating services	RS	W	CM
6233 1101	Services	Alternative living center	RS	W	CM
8114 9004	Services	Appliance repair, household	RS	W	CM
8111 1806	Services	Auto detailing	RS	W	CM
8111 1807	Services	Auto inspection station	RS	W	CM
8111 1802	Services	Auto repair, air conditioning	RS	W	CM
8111 2100	Services	Auto repair, body and paint	RS	W	CM
8111 1200	Services	Auto repair, brakes and muffler	RS	W	CM
8111 1804	Services	Auto repair, electrical	RS	W	CM
8111 1100	Services	Auto repair, general repair	RS	W	CM
8111 9100	Services	Auto repair, lube and oil	RS	W	CM
3227 1001	Services	Auto repair, machine shop	RS	W	CM
8111 1200	Services	Auto repair, muffler and brakes	RS	W	CM
8111 1801	Services	Auto repair, NEC	RS	W	CM
8111 1805	Services	Auto repair, radiator	RS	W	CM
8111 1300	Services	Auto repair, transmission	RS	W	CM
8111 1803	Services	Auto repair, tune-up shop	RS	W	CM
8111 2200	Services	Auto repair, windshield	RS	W	CM
7211 9100	Services	Bed and breakfast	RS	W	CM
3399 5000	Services	Billboard business office	RS	W	CM
8114 9002	Services	Boat and boat motor repair	RS	W	CM
3231 2100	Services	Bookbinding service	RS	W	CM
5619 9000	Services	Business services, NEC	RS	W	CM
5132 1000	Services	Cable television	RS	W	CM
8111 9200	Services	Carwash, automatic	RS	W	CM
8111 9202	Services	Carwash, drive-thru	RS	W	CM
7111 9000	Services	Carnival	RS	W	CM
5617 4000	Services	Carpet and upholstery cleaning	RS	W	CM
3231 1000	Services	Commercial printing, lithography	RS	W	CM
3231 1900	Services	Commercial printing, NEC	RS	W	CM
3344 1303	Services	Computers and electronics, research development	RS	W	CM
6231 1000	Services	Convalescent and nursing homes	RS	W	CM
4922 1000	Services	Courier services	RS	W	CM
3391 1600	Services	Dental laboratories	RS	W	CM
8129 9004	Services	Disc jockey and party service	RS	W	CM
8129 1000	Services	Dog and cat kennel	RS	W	CM
7213 1001	Services	Dormitory (student)	RS	W	CM
4218 3000	Services	Elevator sales and service	RS	W	CM
6214 9300	Services	Emergency clinic	RS	W	CM
7213 1000	Services	Fraternity and sorority houses	RS	W	CM
8122 1000	Services	Funeral home	RS	W	CM
8111 2201	Services	Glass tinting, auto and home	RS	W	CM
7139 4004	Services	Gyms	RS	W	CM
6213 9902	Services	Health service, NEC	RS	W	CM
2351 1005	Services	Heating and air conditioning services	RS	W	CM
4871 1000	Services	Horse-drawn carriage service	RS	W	CM
6221 1000	Services	Hospital	RS	W	CM
7211 1000	Services	Hotel	RS	W	CM
8129 1000	Services	Kennels, dogs and cats	RS	W	CM
6214 9200	Services	Kidney dialysis clinics	RS	W	CM
6215 1104	Services	Laboratories, analytical	RS	W	CM
6215 1101	Services	Laboratories, analytical	RS	W	CM
3391 1600	Services	Laboratories, dental	RS	W	CM
6215 1100	Services	Laboratories, medical	RS	W	CM
6215 1102	Services	Laboratories, pathological	RS	W	CM

**Permitted Uses  
in each Zoning Category**

9/4/2015

SIC Code	SIC Type	SIC Code Description	Primary Zoning	Secondary Zoning	Third Zoning
6215 1105	Services	Laboratories, research and development	RS	W	CM
6215 1106	Services	Laboratories, testing	RS	W	CM
6215 1103	Services	Laboratories, X-ray	RS	W	CM
5416 9000	Services	Landscape planning and service	RS	W	CM
8123 3100	Services	Laundry, linen service	RS	W	CM
8123 3102	Services	Laundry, uniform service	RS	W	CM
3231 2202	Services	Litho platemaking printing	RS	W	CM
6219 1000	Services	Medical, ambulance service	RS	W	CM
6214 9300	Services	Medical, emergency clinic	RS	W	CM
6213 9902	Services	Medical, health service, NEC	RS	W	CM
6221 1000	Services	Medical, hospital	RS	W	CM
6214 9200	Services	Medical, kidney dialysis clinic	RS	W	CM
6215 1200	Services	Medical, magnetic imaging center	RS	W	CM
6222 1000	Services	Medical, rehabilitation clinics	RS	W	CM
6222 1001	Services	Medical rehabilitation services	RS	W	CM
7211 1001	Services	Motel	RS	W	CM
5121 2000	Services	Motion picture, distribution	RS	W	CM
8114 9003	Services	Motorcycle repair	RS	W	CM
6231 1000	Services	Nursing and convalescent homes	RS	W	CM
8129 1001	Services	Pet grooming	RS	W	CM
8129 2100	Services	Photofinishing labs	RS	W	CM
7139 4004	Services	Physical fitness facilities	RS	W	CM
3231 2100	Services	Print, bookbinding	RS	W	CM
3231 1000	Services	Print, commercial lithography	RS	W	CM
3231 1900	Services	Print, commercial, NEC	RS	W	CM
3231 2202	Services	Print, litho platemaking	RS	W	CM
3231 2201	Services	Print, typesetting	RS	W	CM
6222 1000	Services	Rehabilitation clinics	RS	W	CM
6233 1100	Services	Retirement homes, full service	RS	W	CM
5616 2101	Services	Security systems service	RS	W	CM
5415 1901	Services	Semiconductor industry services	RS	W	CM
3399 5000	Services	Sign and billboard business office	RS	W	CM
8114 1100	Services	Small engine repair	RS	W	CM
7213 1000	Services	Sorority and fraternity houses	RS	W	CM
5131 2000	Services	TV station	RS	W	CM
8121 9903	Services	Tattoo parlor	RS	W	CM
7115 1001	Services	Taxidermists	RS	W	CM
5132 1000	Services	Television, cable	RS	W	CM
5131 2000	Services	Television station	RS	W	CM
3262 1200	Services	Tire repair and retreading	RS	W	CM
3231 2201	Services	Typesetting	RS	W	CM
8123 3102	Services	Uniform service, laundry	RS	W	CM
5321 1200	Transp.	Auto lease agency office	RS	W	CM
5321 1100	Transp.	Auto rental agency office	RS	W	CM
4884 9000	Transp.	Bus terminal facility	RS	W	CM
4853 2000	Transp.	Limousine rental	RS	W	CM
4853 1001	Transp.	Taxicabs (driver owned)	RS	W	CM
5321 2002	Transp.	Trailer rental	RS	W	CM
5321 2001	Transp.	Truck, rental and lease, vehicle only	RS	W	CM
5321 2000	Transp.	Truck rental and leasing office	RS	W	CM



DIVISION 25. - COMMUNITY COMMERCIAL DISTRICT CC

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)

Sec. 53-668. - Applicability.

Any building constructed or reconstructed within a community commercial zoned property shall adhere to the following requirements.

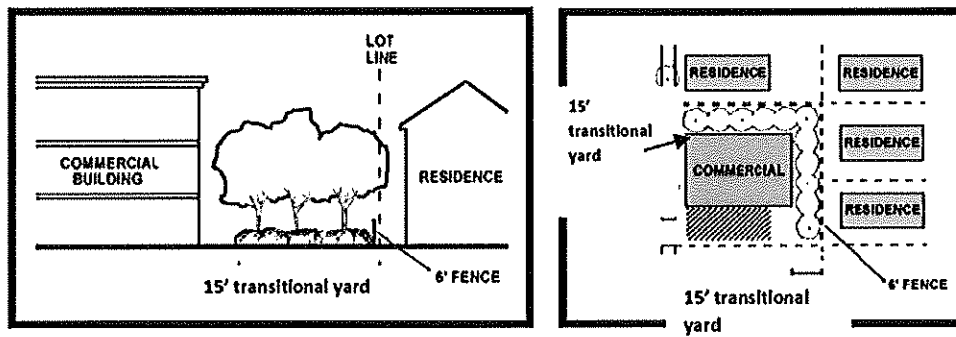
(Ord. No. 700, § 2(Exh. A), 7-17-2012)

Sec. 53-669. - Building placement.

Front Setback** (min. feet)	Side Setback (min. feet)	Side Setback to Residential District (min. feet)	Corner Lot - Side Setback	Rear Setback* (min. feet)	Lot Width (min. feet)	Max. Height
25'	10'	15'	15'	25'	80'	3 stories

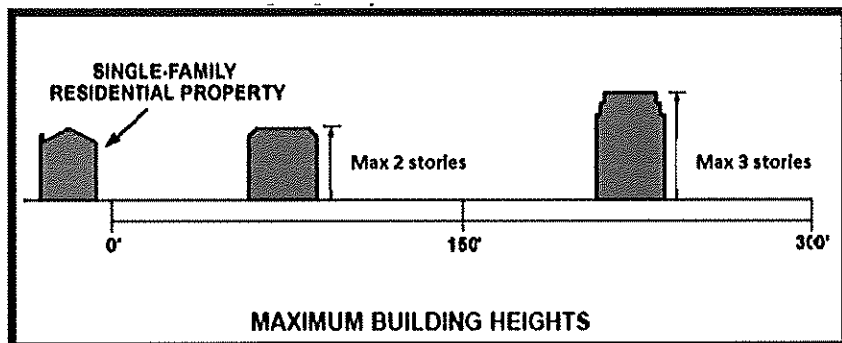
\* When the rear or side lot line abuts a single family residential zoned lot or property used for a single family residence the rear/side setback shall consist of the following transitional yards:

- A 15-foot wide planting area consisting of one shade tree, two non-deciduous trees, and eight evergreen shrubs per 50 linear feet of lot width.
- Eight-foot privacy fence.



Lot size: Minimum 8,000 square foot lot.

Height regulations: Maximum height of two stories within 150 feet from single-family residential zoned or used property and three stories between 150 and 300 feet from single-family residential zoned or used property.\*\*

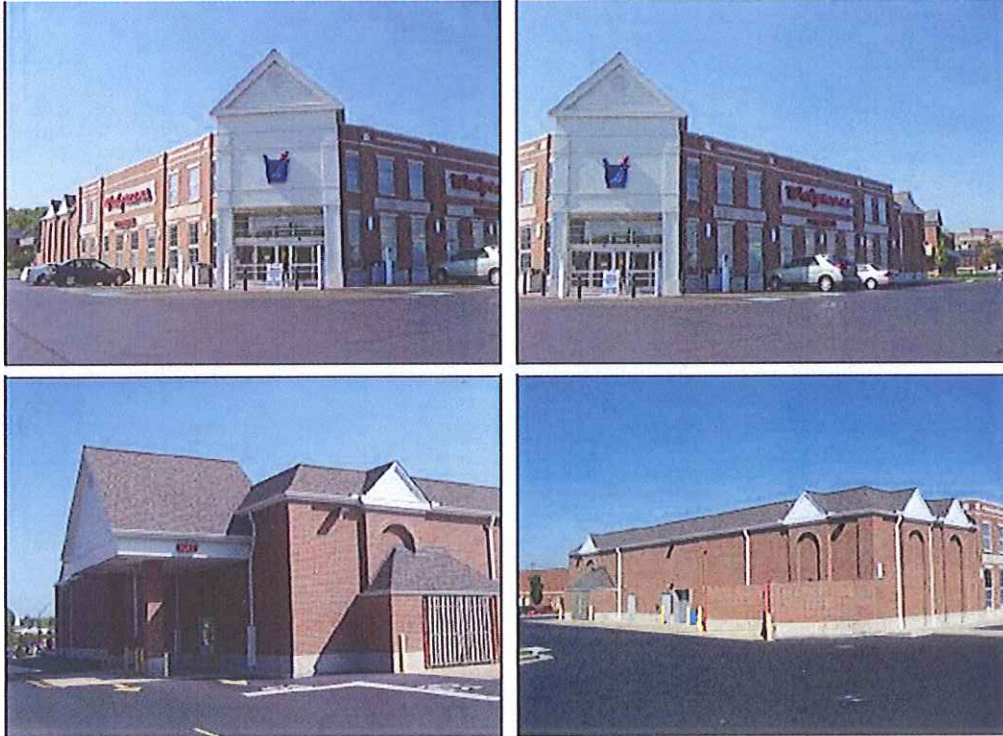


\*\* Stories shall not exceed 14 feet in height from finished floor to finished ceiling. A single floor level exceeding 14 feet shall be counted as two stories.

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

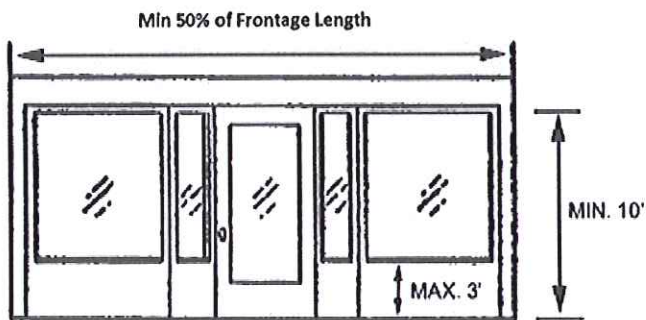
Sec. 53-670. - Design.

- Primary entrances shall face the public street.
- The exterior walls shall be constructed of 100 percent stone, brick, masonry, stucco, masonry veneer, or similar granular product excluding doorways and windows. All walls must include materials and design characteristics consistent with those on the front (wood and metal may be used as accent material).



An example of four-sided design.

- Windows or doors of clear or lightly tinted glass (no high glare glass) shall comprise at least 50 percent of the frontage length measured between three feet and ten feet above grade, for retail buildings and shall comprise at least 30 percent of the frontage length for non-retail based buildings. Windows shall be distributed in a more or less even manner.



- For new non-residential development all buildings shall incorporate at least four of the following buildings elements:
  - Awnings;
  - Pillars;
  - Canopies;

- Alcoves;
  - Recessed entries;
  - Ornamental cornices (other than colored stripes or bands alone);
  - Pillar posts.
- Exterior walls cannot have a blank uninterrupted length greater than 30 feet, without including two or more features:
    - Change in plane;
    - Change in texture or masonry pattern;
    - Windows;
    - Other equivalent that subdivide the wall into a human scale.

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

Sec. 53-671. - Site standards.

The site development regulations for uses in the CC district are as follows:

Landscaping

- Street trees shall be planted a minimum of 30 feet on center. A minimum of 25 percent of the lot area shall be devoted to landscaping (all landscaping shall consist of drought-tolerant plants). Fifty percent of the required landscaping shall be located in front of the primary building.

Sidewalks.

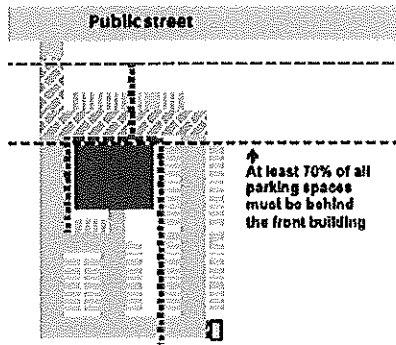
- Sidewalks, driveways and parking areas are required. The sidewalks and pedestrian walkways must be constructed of brick, pavers, or concrete with an exposed broom finish, and connect to the adjacent property having a common frontage.

Screening.

- Screening of loading, trash, recycling and storage facilities is required. All trash and recycling receptacles shall be stored behind the host building. The materials used for screening must be compatible with the materials used on the host building.

Parking.

- Seventy percent of all parking shall be setback behind the front of the building. Curb cuts for parking areas shall not exceed 25 feet in width.



#### Detention Facilities.

- Detention and water quality ponds shall utilize earthen berms and be designed with a curvilinear contoured shape. Any structural stabilization shall be limited to the use of native stone (except for outlet structure), and shall be limited to not more than 30 percent of the perimeter of the pond and shall be seamlessly integrated with landscape.

#### Lighting.

- Site lighting shall shine downward and be shielded so that light sources are not visible from public thoroughfares or from adjacent residential zoned or used property. Lighting pole standards shall not exceed a height of 18 feet.

#### Fencing.

- Any fencing in front, or to the side on corner lots, shall not exceed a height of three feet and any solid fencing material shall not exceed a height of two feet. No chain link, sheet metal, plastic, vinyl, barbed wire or horizontal metal pipe larger than two inches in diameter shall be used.

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

#### Sec. 53-672. - Use.

The neighborhood commercial zoning district shall allow professional offices and small businesses serving neighborhood community needs. The following uses shall be permitted:

- Multi-family on the second floor and above shall be permitted by right regardless of base zoning;
- Bed and breakfast up to five rooms;
- Retail;
- Restaurant;
- Religious assembly;
- Art gallery;
- Child care center (outdoor playground allowed);
- Fire/police station;
- Professional office;

- Funeral home;
- Barber/beauty shop;
- Convenience/grocery store;
- Fuel station\*;
- Nursing/retirement homes;
- Veterinarian - without outdoor boarding;
- Health and fitness center;
- Restaurant with drive-thru\*;
- Financial institution w/ drive-thru banking.

\* See special standards.

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

Sec. 53-673. - Special standards.

Size of building: First floors are limited to a maximum of 15,000 square feet.

Permanent outdoor storage shall not be allowed. Outdoor dining shall be allowed. Limited outdoor display shall be allowed with no more than ten percent of the lot area to be used for merchandise (merchandise shall not be left outside overnight). Outdoor displays shall not be allowed in any required off-street parking spaces.

Establishments located on property that are within 300 feet of any property zoned or used for a single-family residential use may not be open to the general public before 6:00 a.m. and must be closed to the general public by 10:00 p.m. Businesses may utilize extended hours on Friday and Saturday if the following conditions exist:

- If a property is located 150 feet or more from a single-family zoned or used property the business shall be allowed a closing time of midnight, on Friday and Saturday, by right.
- Any property closer than 150 feet from a single-family residentially zoned or used property may apply for a conditional use permit to allow for extended business hours that would allow for a closing time of midnight, on Friday and Saturday.

Fuel stations must adhere to the following requirements:

- Fascias of the canopy shall be finished to match the building material and color. Striping and banding of canopies is prohibited.
- No more than eight fuel pumps shall be allowed within the community commercial zoning designation.

Drive-through facilities (speakers, menu boards, or drive-through windows) shall not be located within 75 feet of a residentially zoned property. Drive-through facilities shall not face a public ROW. Drive-through lanes and facilities shall be located to the side and rear of the primary building. A minimum of a ten-foot wide landscape area along the edge of a site where parking areas, drive lanes are adjacent to a public street shall be provided. The landscape area shall include trees, shrubs and/or low walls to screen cars from view while allowing eye level visibility into the site.

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

Sec. 53-674. - Reserved.



**Permitted Uses  
in each Zoning Category**

9/4/2015

SIC Code	SIC Type	SIC Code Description	Primary Zoning
		<b>CC, Community Commercial</b>	
		Art gallery	CC
		Barber/beauty shop	CC
		Bed and breakfast up to five rooms	CC
		Child care center (outdoor playground allowed)	CC
		Convenience/grocery store	CC
		Financial institution with drive-thru banking	CC
		Fire/police station	CC
		Fuel station	CC
		Funeral home	CC
		Health and fitness center	CC
		Multi-family on the second floor and above	CC
		Nursing/retirement homes	CC
		Professional office	CC
		Religious assembly	CC
		Restaurant	CC
		Restaurant with drive-thru	CC
		Retail	CC
		Veterinarian - without outdoor boarding	CC

Doc-14012509 Bk-OPR VI-4917 Pg-152

\*\*\*\* Electronically Filed Document \*\*\*\*

Hays County Texas  
Liz Q. Gonzalez  
County Clerk

Document Number: 2014-14012509  
Recorded As : ELECTRONIC RECORDING

Recorded On: May 08, 2014  
Recorded At: 11:47:28 am  
Number of Pages: 14  
Book-VI/Pg: Bk-OPR VI-4917 Pg-152  
Recording Fee: \$74.00

Parties:

Direct- MCCOMIC PRICE COOL SPRINGS LP  
Indirect- KALOGRIDIS & KALOGRIDIS DEVELOP

Receipt Number: 366577  
Processed By: Alisha Herzog

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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



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

Liz Q. Gonzalez, County Clerk

Doc-14012509 Bk-OPR VI-4917 Pg-153

**Special Warranty Deed**

Date: May 13<sup>th</sup>, 2014

**Grantor:** McComic-Price Cool Springs LP, a Texas limited partnership

**Grantor's Mailing Address:** c/o The Price Group, LLC  
7979 Ivanhoe Avenue, Suite 520  
La Jolla, CA 92037  
Attention: Sherry S. Bahranbeygui

**Grantee:** Kalogridis & Kalogridis Development, LLC, a Texas limited liability company

**Grantee's Mailing Address:** 2110-B Boca Raton Drive, Suite 102  
Austin, Texas, 78747

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** See Exhibit A attached.

**Reservations from Conveyance:** None

**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 restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing; and taxes for 2014, 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Doc-14012509 Bk-OPR VI-4917 Pg-154

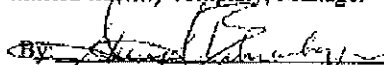
This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

MCCOMIC-PRICE COOL SPRINGS LP, a Texas limited partnership

By: 126 Cool Springs, LLC, a Texas limited liability company, its General Partner

By: PS Ivanhoe, LLC, a California limited liability company, its Manager

By: The Price Group, LLC, a California limited liability company, Manager

By:   
Printed Name: Sherry S. Bahambeygui  
Title: Manager

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Doc-14012509 Bk-OPR VI-4917 Pg-155

### ACKNOWLEDGMENT

State of California }  
County of San Diego }

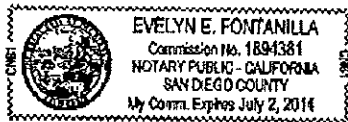
On May 1, 2014 before me, Evelyn E. Fontanilla, Notary Public,  
personally appeared Scheherazade (Sherry) S. Bahrambeygul

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Notary Public Seal

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Scheherazade S. Bahrambeygul  
Signers of document

Special Warranty Deed  
Title or Type of document

May 1, 2014  
Date of document

12  
Number of pages

Other information

Doc-14012509 Bk-OPR VI-4917 Pg-156

AFTER RECORDING RETURN TO:  
KALOGRIDIS & KALOGRIDIS DEVELOPMENT, LLC  
2110B BOCA RATON DR. STE. 102  
AUSTIN, TX 78747

Doc-14012509 Bk-OPR VI-4917 Pg-157

## EXHIBIT A TO SPECIAL WARRANTY DEED

## LEGAL DESCRIPTION

126.410 ac.  
 M.B. Atkinson Sur., A-21  
 William Hemphill Sur, A-221  
 R.T. Hughes Sur., A-237  
 James W. Williams Sur., A-473  
 Hays County, Texas

Project No. 06-788  
 Field Book 360 Sept 13

A DESCRIPTION OF A CERTAIN 126.410 ACRE TRACT OF LAND SITUATED IN HAYS COUNTY, TEXAS, ESTIMATED TO CONSIST OF: 66.31 ACRES OUT OF THE MILTON B. ATKINSON SUR., A-21; 58.94 ACRES OUT OF THE WILLIAM HEMPHILL SUR., A-221; 0.58 ACRES OUT OF THE R.T. HUGHES SUR., A-237; AND THE BALANCE BEING OUT OF THE JAMES W. WILLIAMS SUR., A-473

SAID 126.410 ACRE TRACT BEING THAT SAME LAND CONVEYED BY A.W. GREGG ET UX TO A.W. GREGG, JR., TRUSTEE BY WARRANTY DEED DATED FEBRUARY 1, 1971 RECORDED IN VOLUME 254 AT PAGE 365 OF THE HAYS COUNTY DEED RECORDS (THE CONTENTS OF THAT TRACT CONVEYED TO A.W. GREGG, JR., TRUSTEE, BEING RECITED AS 126.51 ACRES IN SAID DEED, BUT FINDING THE ACTUAL CONTENTS TO BE 126.41 ACRES BY RESURVEY), AND OF WHICH 126.410 ACRES, 0.436 ACRES LIES WITHIN THE RIGHT-OF-WAY OF HAYS COUNTY ROAD 158 AS FOUND PRESENTLY FENCED AND USED UPON THE GROUND;

BEING ALSO THAT SAME LAND CONVEYED BY L.A. FARRIS ET UX TO CLEMENS ARMBRUSTER AS DESCRIBED IN WARRANTY DEED DATED MARCH 1, 1951 RECORDED IN VOLUME 149 AT PAGE 228 HCDR;

AND SAID 126.410 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ACCORDING TO SURVEYS PERFORMED UPON THE GROUND THROUGH SEPTEMBER 19, 2006 UNDER THE DIRECTION OF KENT NEAL MCMILLAN, REGISTERED PROFESSIONAL LAND SURVEYOR, AS FOLLOWS:

Bearings of lines in the following description refer to Grid North of the Texas Coordinate System of 1983 (South Central Zone) as computed from GPS vectors;

Distances are Horizontal Surface Distances in units of US Survey Feet computed using a project average Combined Grid Factor of 0.999895  
 (Surface Distance = Grid Distance / 0.999895)

126.410 ac.Exhibit "A"Page 1



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In the following description, "Standard Rod and Cap" denotes a Punchmark on a 2 in. Aluminum Cap stamped "KENT MCMILLAN, SURVEYOR, RPLS 4341" (and numbered as noted) affixed to a 5/8 in. Iron Rod and

"Dixon Rod and Cap" denotes an Orange Plastic Cap imprinted "DIXON, RPLS 4324" affixed to a 1/2 in. Iron Rod;

Underlined Numbers in this description refer to the Coordinate List.

Coordinates in the following list are in US Survey Feet and refer to the Texas Coordinate System of 1983 (South Central Zone), NAD83 (CORS96) Epoch 2002.0 as derived from L1/L2 GPS observations of more than 4 hrs. duration on each of three different days in September, 2006, processed using rapid orbits via the National Geodetic Survey's OPUS software and extended across the project by GPS and conventional methods adjusted in combination by least squares:

No.	N	E
34	13898509.770	2334280.090
79	13899867.222	2332872.713
81	13899147.034	2333625.764
98	13900507.477	2332363.443
111	13900105.120	2332747.596
601	13898769.012	2329345.656
602	13899668.924	2331936.191
605	13899215.714	2333552.303
606	13899215.551	2333552.666
608	13898663.736	2333019.059
609	13898617.085	2332974.621
610	13898571.953	2332930.236
611	13898525.790	2332885.694
612	13898479.929	2332841.200
613	13898433.876	2332796.756
614	13898387.827	2332752.278
615	13898342.093	2332707.622
626	13900050.234	2332690.321
627	13900254.799	2332492.395
629	13900255.156	2332492.210
632	13897920.549	2330240.864
633	13897576.693	2329923.291
634	13897550.650	2329912.773
635	13897525.667	2329919.142
638	13896529.550	2330966.348
639	13896531.972	2330957.642
643	13897899.503	2330261.829
647	13900049.975	2332690.052
650	13897909.844	2330250.932
651	13896524.781	2330950.688

126.410 ac.Exhibit "A"Page 2

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652	13898137.510	2332510.199
653	13899216.274	2333553.365
654	13896531.561	2330957.244
655	13899198.431	2333536.111
656	13900452.455	2332305.427
657	13900256.756	2332492.445
658	13898310.541	2329828.690
659	13897910.261	2330229.674
660	13897544.111	2329886.246
662	13897919.941	2330240.292

**BEGINNING** at the top center of a Concrete Right-of-Way Marker 79 found on the Southwest line of the 80 ft. wide Right-of-Way of F.M. Highway 150 opposite Engineer's Centerline Station 111+44.9, same being at the Southeast end of a curve on the Southwest line of that certain 1.36 acre strip of land conveyed by Charlie F. Hitzfeld et ux to the State of Texas by Right-of-Way Deed dated February 18, 1947 recorded in Volume 137 at Page 273 of the Hays County Deed Records (HCDR), noting that from said Point:

- the Top Center of a Concrete Right-of-Way Marker 81 found on the Southwest line of the original 80 ft. wide Right-of-Way of F.M. 150 opposite Engineer's Centerline Station 121+86.4 bears S46°16'40"W, 1042.11 ft.
- 1) **THENCE** along the Southwest line of F.M. 150, same being the Southwest line of the above-mentioned 1.36 ac. strip conveyed by Hitzfeld to the State of Texas, and being also the true Northeast line of that certain 126.51 acre tract of land conveyed by Otto Armbruster et al to A.W. Gregg as described in Warranty Deed recorded in Volume 246 Page 796 HCDR, S46°16'40"E, 941.92 ft. to an Unmarked Point 653 at the intersection of the Southeast line of that certain 126.6 acre tract of land conveyed by Edward F. Reuss, Trustee, to Will Hill by Warranty Deed dated May 4, 1923 recorded in Volume 85 at Page 188 HCDR, Point 653 being the North corner of that certain 101.1435 acre tract of land conveyed by Wilna R. Ehrlich to Kyle Riverbend-Cottonwood Investments, L.C. as described in Warranty Deed dated June 24, 2002 recorded in Volume 2021 at Page 830 HCDR and a Point on the Southeast line of the former 126.6 acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999 (said line being evidenced upon the ground by an old Wire Fence), Point 653 being occupied by a Hackberry tree where the undersigned surveyor deemed it impractical to try to establish a survey marker, but referencing its position as follows:
- a 1/2 in. Iron Rod 605 found on the Northwest side of the base of a 9 in. Cedar Fence Corner Post bears S62°12'32"W, 1.20 ft., said Rod being taken for the "iron stake" placed by James E. Byrn, PE, in October, 1971 (but found to be somewhat erroneously located);
  - Point 606 at the center of the Base of a 9 in. Cedar Fence Corner Post bears S44°02'W, 1.01 ft., said Point being on the Southeast line of the former 126.6

126.410 ac.Exhibit "A"Page 3

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acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999 as described in the deed to Kyle Riverbend-Cottonwood Investments, L.C. recorded in Volume 2021 at Page 830 HCDR.

- a Standard Rod and Cap 655 set to mark a point on the Southeast line of the above-mentioned 126.6 acre Will Hill tract and true Southeast line of the A.W. Gregg tract bears S44°02'20"W, 24.82 ft.

and noting also that from Point 653:

- a Point 639 at the Center of the base of a 6-1/2 in. Pole Post with Tin Disc stamped "103" and 3/4 in. Round Tag stamped "C.R. SWART" bears S44°02'20"W, 3734.46 ft. (and from Point 639, a 2 in. Aluminum Cap 638 stamped "BHRlich, 1999, REFERENCE, MONUMENT, 93, CHARLES R. SWART, SURVEYOR", affixed to a 5/8 in. Iron Rod, bears S74°27'06"E, 9.04 ft.), Point 639 being the West corner of that certain 101.1435 acre tract of land conveyed by Wilna R. Ehrlich to Kyle Riverbend-Cottonwood Investments, L.C. as described in Warranty Deed dated June 24, 2002 recorded in Volume 2021 at Page 830 HCDR and a Point on the Southeast line of the former 126.6 acre Will Hill tract as determined by Charles R. Swart, RPLS, in 1999,
- 2) THENCE S44°02'20"W, along the recognized Southeast line of the former 126.6 acre Will Hill tract as evidenced by old wire fencing,
- at 24.82 ft. passing Standard Rod and Cap 655 set on line,
  - at 768.70 ft. passing a Dixon Rod and Cap 608 found on line (approximately 1.0 ft. Northwest of old Wire Fence) marking the North corner of Lot 1 in Block I of WOODLANDS PART PHASE 1 REPLAT, a Subdivision according to the Plat recorded in Plat Book 11 at Pages 157-159 of the Hays County Plat Records,
  - at 832.56 ft. passing a Dixon Rod and Cap 609 found 0.07 ft. Northwest of line (approximately 0.9 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 1 and 2 in said Block I,
  - at 896.44 ft. passing a Dixon Rod and Cap 610 found 0.05 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 2 and 3 in Block I,
  - at 960.60 ft. passing a Dixon Rod and Cap 611 found 0.02 ft. Southeast of line (approximately 1.1 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 3 and 4 in Block I,

126.410 ac.

Exhibit "A"

Page 4

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- at 1024.50 ft. passing a Dixon Rod and Cap 612 found 0.08 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 4 and 5 in Block I,
- at 1088.51 ft. passing a Dixon Rod and Cap 613 found 0.02 ft. Northwest of line (approximately 0.9 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 5 and 6 in Block I,
- at 1152.54 ft. passing a Dixon Rod and Cap 614 found 0.02 ft. Southeast of line (approximately 1.1 ft. Northwest of old Wire Fence) marking the Northwest common corner of Lots 6 and 7 in Block I,
- at 1216.46 ft. passing a Dixon Rod and Cap 615 found 0.29 ft. Northwest of line (approximately 1.2 ft. Northwest of old Wire Fence) marking the West corner of Lot 7 in Block I
- at 1500.80 ft. passing a Standard Rod and Cap 652 set on line,
- at 3734.46 ft. passing Point 639 at the Center of the base of a 6-1/2 in. Pole Post as described above,

in all for a total distance of 3735.03 ft. to a Standard Rod and Cap 654 set to mark the intersection of the Northeast line of Hays County Road 158 as presently fenced and used upon the ground, and from which Point:

- Standard Rod and Cap 635 set by a 6 in. Pole Post at Angle in Wire Fence to mark an Angle Point in said present road right-of-way as fenced bears N46°14'25"W, 1437.48 ft. (the Northeast and Southeast lines of Hays County Road 158 as found presently fenced and used upon the ground running from Standard Rod and Cap 654 to 635 to 634 to 633 to 650 as herein after described);
- 3) THENCE S44°02'20"W, 9.43 ft. to a Standard Rod and Cap 651 set (within the present right-of-way of Hays County Road 158 as fenced and used) to mark the South corner of the former 126.6 acre Will Hill tract and the South corner of the 126.51 acre tract conveyed to A.W. Gregg, Jr., Trustee;
  - 4) THENCE along the Southwest line of said 126.51 acre Gregg tract, same being the Southwest line of the former 126.6 acre Will Hill tract, N46°14'25"W, 1473.95 ft. to to an Unmarked Point 660 on the Asphalt Pavement of Hays County Road 158, said Point being in the reconstructed Position of a Fence Corner Post at the West corner of the former 126.6 acre Will Hill tract as reported by James E. Byrn, PE, in 1971 (Volume 246 Page 796 HCDR) and from which:

126.410 ac.Exhibit "A"Page 5

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- a 1/2 in. Iron Rod 659 found and taken for the "iron stake" set by Mr. Bryn to mark the Ell corner on the Northwest line of the 126.31 acre tract conveyed to A.W. Gregg bears N43°09'58"E, 502.06 ft. (Bryn's call of 505.26 ft. being considered to be in error)
  - a Standard Rod and Cap 631 set by a 6 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears N48°40'06"E, 49.34 ft.
  - a Standard Rod and Cap 634 set by a 5 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears N76°09'12"E, 27.32 ft.
  - a Standard Rod and Cap 635 set by a 6 in. Pole Post at Angle in Wire fence to mark an Angle point in the Right-of-way of Hays County Road 158 as presently fenced and used bears S60°43'17"E, 37.72 ft.
  - a 3/8 in. Spike 632 set in an old 5 in. Cedar Post leaning well off plumb bears N43°17'26"E, 517.22 ft., said Cedar Post being taken for the identical Cedar Post described as marking an Ell Corner on the Southwest line of that certain 126.6 acre tract of land conveyed by Edward F. Reuss, Trustee, to Will Hill by Warranty Deed dated May 4, 1923 recorded in Volume 85 at Page 188 HCDR;
- 5) THENCE along the Northwest line of the former Will Hill 126.6 ac. tract, N43°17'26"E, 516.38 ft. to an Unmarked Point 662 at the intersection of the Southwest line of that certain 33.30 ac. tract of land described in Contract of Sale and Purchase between the Veteran's Land Board of Texas and Freddie Lee Sturdivant, Purchaser, dated May 21, 1969 recorded in Volume 230 at Page 391 HCDR and from which Point 662:
- Spike 632 described above bears N43°17'26"E, 0.84 ft.
- 6) THENCE S46°29'59"E, along the Southwest line of the 33.30 acre Sturdivant tract, 14.67 ft. to a Point 650 set on the Northeasterly prolongation of the Southeast line of Hays County Road 158 as fenced, and from which:
- the above-mentioned Standard Rod and Cap 633 at an Angle Point on the Southeast line of Hays County Road 158 as fence bears S44°31'20"W, 467.32 ft.;
- 7) THENCE along the Southwest line of said 33.30 acre Freddie Lee Sturdivant tract, S46°29'59"E, 15.02 ft. to an old 3/4 in. Galvanized Iron Pipe 643 found, taken for the identical "iron stake" placed in February, 1969 by William F. Brooks, RPS, to

126.410 ac.Exhibit "A"Page 6

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mark the South corner of that certain 151.50 acre tract of land conveyed by John Hancock Mutual Life Insurance Company to Alex B. Kercheville and W. A. Word by Deed recorded in Volume 124 at Page 58 HCDR and the South corner of the 33.30 acre Freddie Lee Sturdivant tract, and noting that from said Pipe 643:

- an old 1-1/4 in. Galvanized Iron Pipe 658 found marking the West corner of said 33.30 acre Sturdivant tract bears N46°29'59"W, 597.19 ft., said Pipe being taken for the identical "iron stake" placed by William F. Brooks, RPS in February, 1969;
  - the original West corner of the Albert Pace Sur. 55, A-367, an old Stone Mound found by the undersigned in September, 2001 (later destroyed by construction) bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5584.90 ft.; and S46°37'19"E, 2462.58 ft.;
  - the original Northerly Ell corner of the Milton B. Atkinson Sur. 10, A-21, a Standard Rod and Cap set to replace the rotten stub of a Cedar Stake in an old Stone Mound found bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5218.23 ft.; N46°34'52"W, 1626.71 ft.; and N43°25'08"E, 6961.18 ft.;
  - the Position of the original North corner of the William Hemphill Sur. 4, A-221, as reported by Hays County Surveyor B.C. Hardin in 1871 (located from the above corners of the Pace and Atkinson Surveys) bears S46°29'59"E, 20.00 ft.; N43°25'08"E, 5584.90 ft.;
- 8) THENCE N43°25'08"E, along the Northwest line of that certain tract of land conveyed by L.A. Farris et ux to Clemens Armbruster by Warranty Deed dated March 1, 1951 recorded in Volume 149 at Page 228 HCDR as the same was resurveyed and marked by William F. Brooks, RPS, in February, 1969,
- at 2436.31 ft. passing on line an old 1 in. Galvanized Iron Pipe 602 found (8 in. Up) on the Southwest side of the Corner Post of a Wire Fence (approximately 2.8 ft. Northwest of another Wire Fence), said Pipe being taken for the identical "iron stake" placed by Mr. Brooks to mark the East corner of the 33.30 acre Sturdivant tract on the Northwest line of the said Armbruster tract, said Pipe 602 marking also the South corner of that certain 37.99 acre tract of land conveyed by W.A. Word et ux and Alex B. Kercheville et ux to Henry Crew Armbruster and William M. Johnson by Warranty Deed dated May 12, 1969 recorded in Volume 230 at Page 402 HCDR and marking the South corner of that certain 5.99 acre tract of land conveyed by Rhonda Kay Sturdivant to J.D. Sturdivant by Special Warranty Deed dated March 12, 1969 recorded in Volume 1513 at Page 874 HCDR;

126.410 ac.Exhibit "A"Page 7



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in all for a total distance of 3245.69 ft. to an old 1 in. Galvanized Iron Pipe 657 (found leaning well off plumb and taken to have been disturbed) reset plumb on the Southwest line of the 80 ft. wide Right-of-way of F.M. 150 to mark a Point on the Southeast line of the former 151.50 acre Kercheville and Word tract described Volume 124 Page 58 HCDR as resurveyed and marked upon the ground by William F. Brooks, RPS, in February, 1969, same Pipe being taken for the identical "iron stake" placed by Mr. Brooks to mark the East corner of the above-mentioned 37.99 acre tract of land conveyed by Word and Kercheville to Armbruster and Johnson as described in Deed recorded in Volume 230 at Page 402 HCDR, and noting that from Pipe 657:

- an old 3/4 in. Galvanized Iron Pipe 656 found on the West side of a broken and leaning Concrete Right-of-way Marker on the Southwest line of the 80 ft. Right-of-way opposite Engineer's Centerline Station 103+32.1 bears N43°42'02"W, 270.72 ft.,
  - a Standard Rod and Cap 98 stamped "98, FD ROW CM" set by the undersigned in September, 2001 in the broken stub of a Concrete Right-of-way Marker on the Northeast line of F.M. 150 opposite Engineer's Centerline Station 103+32.1 bears N43°42'02"W, 270.72 ft. and N46°31'02"E, 79.97 ft.
  - a Point 629 at the center of the Base of a 9 in. leaning Cedar Fence Corner Post bears S8°20'W, 1.62 ft.;
  - a 1/2 in. Iron Rod 627 found on the Southeast side of the Base of the above Post bears S1°27'W, 1.96 ft., said Rod being taken for the "iron stake" placed by James E. Byrn, PE, in October, 1971 as described Volume 246 Page 796 HCDR (but found to be erroneously located);
- 9) THENCE along the Southwest line of F.M. 150, same being the Southwest line of that certain 1.36 acre strip of land conveyed by Charlie F. Hitzfeld et ux to the State of Texas by Right-of-Way Deed dated February 18, 1947 recorded in Volume 137 at Page 273 HCDR and the true Northeast line of the A.W. Gregg tract, S43°42'02"E, 286.05 ft. to a Standard Rod and Cap 647 set opposite Engineer's Centerline Station 108+88.2 to mark the beginning of a 5769.58 ft. radius curve, concave to the Northeast in the Southwest right-of-way line, and from said Rod and Cap 647:
- a 3/8 in. Steel Spike 626 set by the undersigned in September, 2001 in the center of the broken stub of a Concrete Right-of-way Marker bears N46°13'10"E, 0.37 ft.
  - the Top Center of a Concrete Right-of-way Marker 111 bears N46°13'10"E, 79.71 ft., and

126.410 ac.Exhibit "A"Page 8

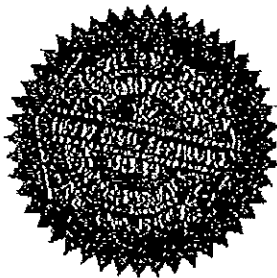
Doc-14012509 Bk-OPR VI-4917 Pg-165

- the center of said curve bears N46°17'52"E, 5769.58 ft.;

10) THENCE along said 5769.58 ft. radius curve, in a Southeastely direction for an arc distance of 258.44 ft., the chord of said arc bearing S44°59'08"E, 258.41 ft. to the POINT OF BEGINNING;

CONTAINING in all 126.41 acres of land within the above described metes and bounds as determined by this resurvey,

I, Kent Neal McMillan, a Registered Professional Land Surveyor, hereby certify that the above is a true and correct description of the results of an actual survey performed under my supervision on the ground, completed September 19, 2006.



*Kent Neal McMillan*

Kent Neal McMillan  
Registered Professional Land Surveyor  
418 Ridgewood Road  
Austin TX 78746  
Telephone (512) 445-5441

126.410 ac.

Exhibit "A"

Page 9

# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
WPC - Plum Creek Groundwater District  
FHA - Hays Co ESD #5  
ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
RSP - Special Road Dist  
GHA - Hays County  
CKY - City Of Kyle

**Property Information**

Property ID : 10-0221-0016-00000-2  
Quick-Ref ID : R14894

Value Information

Land HS	:	\$0.00
Land NHS	:	\$0.00
Imp HS	:	\$0.00
Imp NHS	:	\$0.00
Ag Mkt	:	\$621,560.00
Ag Use	:	\$9,130.00
Tim Mkt	:	\$0.00
Tim Use	:	\$0.00
HS Cap Adj	:	\$0.00
Assessed	:	\$9,130.00

ABS 221 WM HEMPHILL  
SURVEY 125.41 AC  
GEO#90601854

**Owner Information**

Owner ID : O0177498

KALOGRIDIS & KALOGRIDIS  
DEVELOPMENT LLC  
2110B BOCA RATON DR  
AUSTIN, TX 78747-1673

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	2.01	0.00	0.00	0.00	0.00
SHA	2014	140.39	0.00	0.00	0.00	0.00
RSP	2014	4.00	0.00	0.00	0.00	0.00
WPC	2014	2.01	0.00	0.00	0.00	0.00
GHA	2014	38.82	0.00	0.00	0.00	0.00
FHA	2014	9.13	0.00	0.00	0.00	0.00
CKY	2014	49.15	0.00	0.00	0.00	0.00
ACCD	2014	8.60	0.00	0.00	0.00	0.00

**Total for current bills if paid by 7/31/2015 : \$0.00**

**Total due on all bills 7/31/2015 : \$0.00**

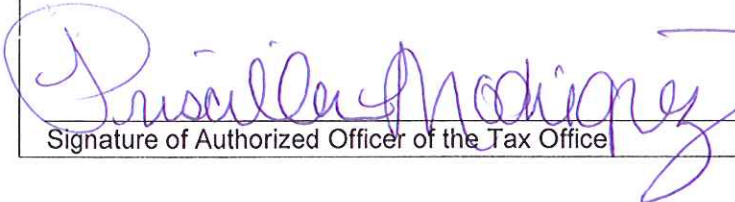
2014 taxes paid for entity PCC \$2.01  
2014 taxes paid for entity SHA \$140.39  
2014 taxes paid for entity RSP \$4.00  
2014 taxes paid for entity WPC \$2.01  
2014 taxes paid for entity GHA \$38.82  
2014 taxes paid for entity FHA \$9.13  
2014 taxes paid for entity CKY \$49.15  
2014 taxes paid for entity ACCD \$8.60

**2014 Total Taxes Paid : \$254.11**

**Date of Last Payment : 12/05/14**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

 Signature of Authorized Officer of the Tax Office	Date of Issue : 07/30/2015
	Requestor : KALOGRIDIS & KALOGRIDIS DEVELOPM
	Receipt : KY-2015-26214
	Fee Paid : \$10.00
	Payer : HELEN LEE



# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
 WPC - Plum Creek Groundwater District  
 FHA - Hays Co ESD #5  
 ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
 RSP - Special Road Dist  
 GHA - Hays County  
 CKY - City Of Kyle

**Property Information**

Property ID : 10-0221-0015-00000-2  
 Quick-Ref ID : R14893

Value Information

1838 FM 150 KYLE, TX 78640	Land HS	:	\$0.00
	Land NHS	:	\$3,300.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$56,100.00
ABS 221 WM HEMPHILL SURVEY 1.00 AC HOUSE GEO#90601853	Ag Mkt	:	\$0.00
	Ag Use	:	\$0.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$59,400.00

**Owner Information**

Owner ID : O0177498  
 KALOGRIDIS & KALOGRIDIS  
 DEVELOPMENT LLC  
 2110B BOCA RATON DR  
 AUSTIN, TX 78747-1673  
 Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	13.07	0.00	0.00	0.00	0.00
SHA	2014	913.39	0.00	0.00	0.00	0.00
RSP	2014	26.02	0.00	0.00	0.00	0.00
WPC	2014	13.07	0.00	0.00	0.00	0.00
GHA	2014	252.57	0.00	0.00	0.00	0.00
FHA	2014	59.40	0.00	0.00	0.00	0.00
CKY	2014	319.75	0.00	0.00	0.00	0.00
ACCD	2014	55.95	0.00	0.00	0.00	0.00

**Total for current bills if paid by 7/31/2015 : \$0.00**

**Total due on all bills 7/31/2015 : \$0.00**

2014 taxes paid for entity PCC \$13.07  
 2014 taxes paid for entity SHA \$913.39  
 2014 taxes paid for entity RSP \$26.02  
 2014 taxes paid for entity WPC \$13.07  
 2014 taxes paid for entity GHA \$252.57  
 2014 taxes paid for entity FHA \$59.40  
 2014 taxes paid for entity CKY \$319.75  
 2014 taxes paid for entity ACCD \$55.95

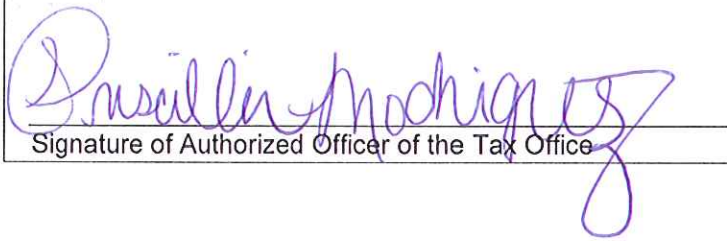
**2014 Total Taxes Paid : \$1,653.22**

**Date of Last Payment : 12/05/14**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (l) of the Texas Property Tax Code.



  
Signature of Authorized Officer of the Tax Office

Date of Issue : 07/30/2015  
Requestor : KALOGRIDIS & KALOGRIDIS DEVELOPM  
Receipt : KY-2015-26212  
Fee Paid : \$10.00  
Payer : HELEN LEE

# REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2014-762237**

Payor: KALOGRIDIS & KALOGRIDIS DEVELOPMENT LLC (O0177498)  
2110B BOCA RATON DR  
AUSTIN, TX 78747-1673  
Owner: KALOGRIDIS & KALOGRIDIS DEVELOPMENT LLC (O0177498)  
2110B BOCA RATON DR  
AUSTIN, TX 78747-1673

Quick Ref ID: R14893  
Owner: KALOGRIDIS & KALOGRIDIS DEVELOPMENT LLC (O0177498) - 100%  
Owner Address: 2110B BOCA RATON DR  
AUSTIN, TX 78747-1673  
Property: 10-0221-0015-00000-2  
Legal Description: ABS 221 WM HEMPHILL SURVEY 1.00  
AC HOUSE GEO#90601853  
Situs Address: 1838 FM 150 KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2014					
Plum Creek	59,400	0.022000	13.07	13.07	13.07
Hays Consolidated	59,400	1.537700	913.39	913.39	913.39
Special Road Dist	59,400	0.043800	26.02	26.02	26.02
Plum Creek	59,400	0.022000	13.07	13.07	13.07
Hays County	59,400	0.425200	252.57	252.57	252.57
Hays Co ESD #5	59,400	0.100000	59.40	59.40	59.40
City Of Kyle	59,400	0.538300	319.75	319.75	319.75
AUSTIN COMMUNITY	59,400	0.094200	55.95	55.95	55.95

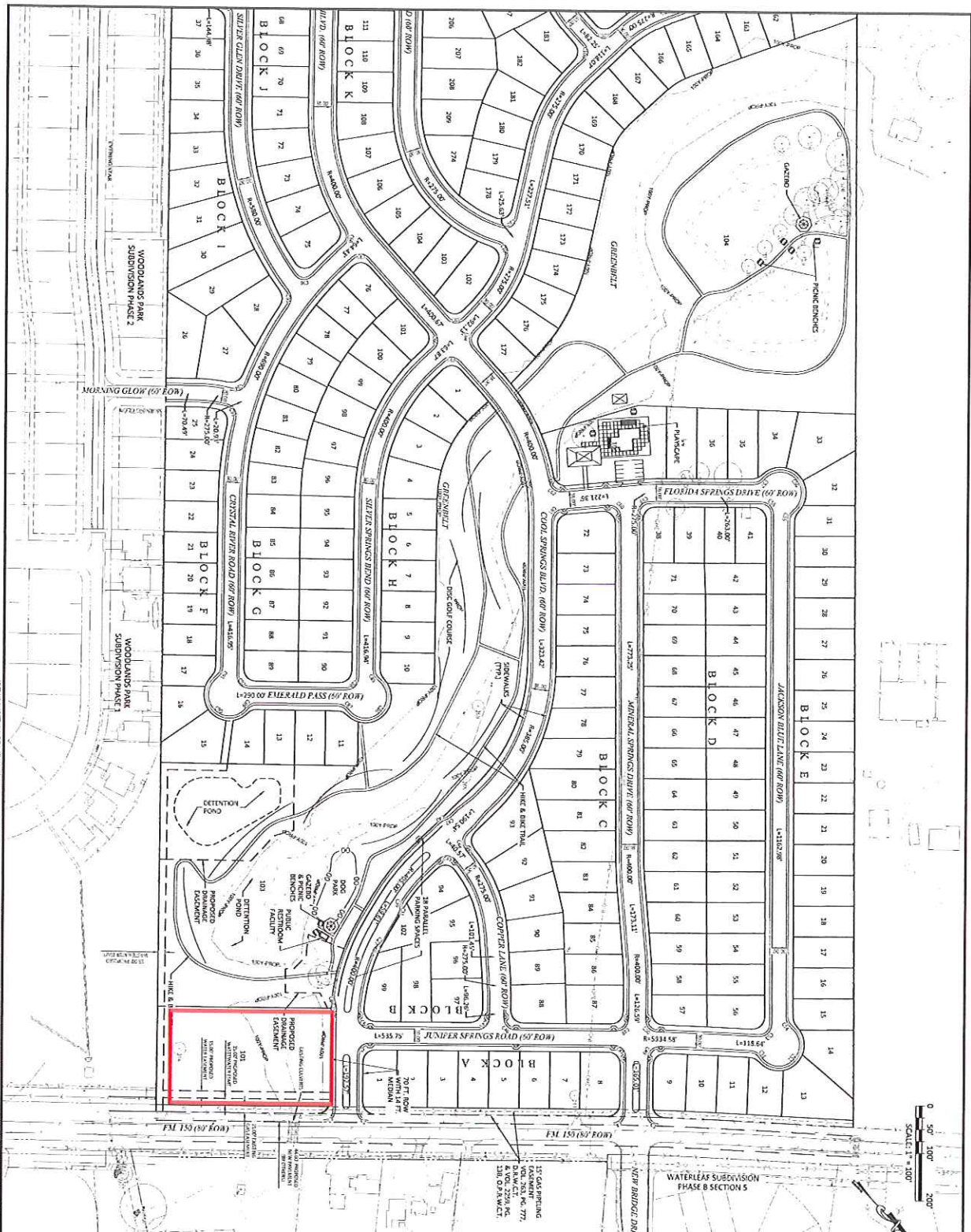
Total Payment Amount **1,653.22**  
Check Payment Tendered 1,653.22  
Total Tendered **1,653.22**

Remaining Balance Due, including other fees,  
as of 7/30/2015 **0.00**

Date Paid: 12/05/2014  
Effective Date: 12/05/2014  
Station/Till: ELIZABETH/Liz's Import Till  
Cashier:







IF THIS SHEET IS NOT 34" X 22" IT IS A REDUCED PRINT.

DATE: 03/23/2022

SCALE: 1" = 100'

SP-201X-0000C

DATE:	APRIL 23, 2022
PROJECT NO.:	SP-201X-0000C
DRAWN BY:	CH
CHECKED BY:	CH
DATE:	APRIL 23, 2022
PROJECT NO.:	SP-201X-0000C
DRAWN BY:	CH
CHECKED BY:	CH
DATE:	APRIL 23, 2022
PROJECT NO.:	SP-201X-0000C

**COOL SPRINGS**  
**PRELIMINARY SUBDIVISION PLAN**  
**SITE PLAN SHEET 2**

NO.	REVISION	DATE
1	CONTRACTOR	04/23/2022
2	CONTRACTOR	04/23/2022



**CHAN & PARTNERS ENGINEERING, LLC**  
 4110 JAMES CASEY STREET, SUITE 3000  
 AUSTIN, TEXAS 78745  
 TEL: 512.453.8155 FAX: 512.453.8156  
 E-MAIL: info@chanpartners.com  
 WWW.CHANPARTNERS.COM  
 TEXAS REGISTRATION NO. F-15113

**CONTRACTOR NOTES:**  
 EXISTING UNDERGROUND & OVERHEAD UTILITIES SHALL BE MAINTAINED AND PROTECTED. CONTRACTOR TO VERIFY EXISTING UTILITY DEPT. RECORDS AND FIELD SURVEY. CONTRACTOR TO FIELD VERIFY EXISTING UTILITY DEPT. RECORDS AND FIELD SURVEY. CONTRACTOR SHALL CONDUIT PROPOSED UTILITY UNDERGROUND AND VERTICAL CLEARANCE DURING INSTALLATION OF ALL UTILITY INFRASTRUCTURE.

**NOTES:**

- A PARTIAL 120' FOOT PAVEMENT STRIP LOCATED TO ADJACENT ALONG LINDEN SIDE LRT LINE AND THE 120' LOT LINE ON ALL LOTS.
- STREETS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF STREET. THOSE STREETS NOT ALIGNED WITH A NEIGHBORING COMMERCIAL OR INDUSTRIAL DEVELOPMENT SHALL BE CONSIDERED AS PRIVATE STREETS. WHERE THERE ARE CONFLICTS BETWEEN THE CITY RECORDS AND THE RECORDS PROVIDED BY THE CONTRACTOR, THE CITY RECORDS SHALL PREVAIL.
- STREETS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF FORT COLLINS DISTANCE.
- SIGN DISTANCE ALL INTERSECTIONS TO CONFORM WITH ORD. 4429, ARTICLE V, SEC. 4 (SIGNAGE CODE).
- ALL OF STREETS ARE RESPONSIBLE FOR THE TRANSPORTATION OF WATER TO THE CITY OF FORT COLLINS. DRAINAGE WILL BE CONTAINED WITHIN THE FLOW OF THE CURB-TO-CURB.
- SUBDIVISION COMPLETES WITH THE CITY OF FORT COLLINS.

**LOT NOTES:**

- TOTAL RESIDENTIAL LOTS = 372
- LOT 100, BLOCK 3, IS THE MARKET LOT.
- LOT 101, BLOCK A, IS A RETAIL LOT.
- LOT 102, BLOCK B, IS A RETAIL LOT.
- LOT 103, BLOCK C, IS A RETAIL LOT.
- LOT 104, BLOCK D, IS A RETAIL LOT.
- LOT 105, BLOCK E, IS A RETAIL LOT.
- LOT 106, BLOCK F, IS A RETAIL LOT.
- LOT 107, BLOCK G, IS A RETAIL LOT.
- LOT 108, BLOCK H, IS A RETAIL LOT.
- LOT 109, BLOCK I, IS A RETAIL LOT.
- LOT 110, BLOCK J, IS A RETAIL LOT.
- LOT 111, BLOCK K, IS A RETAIL LOT.

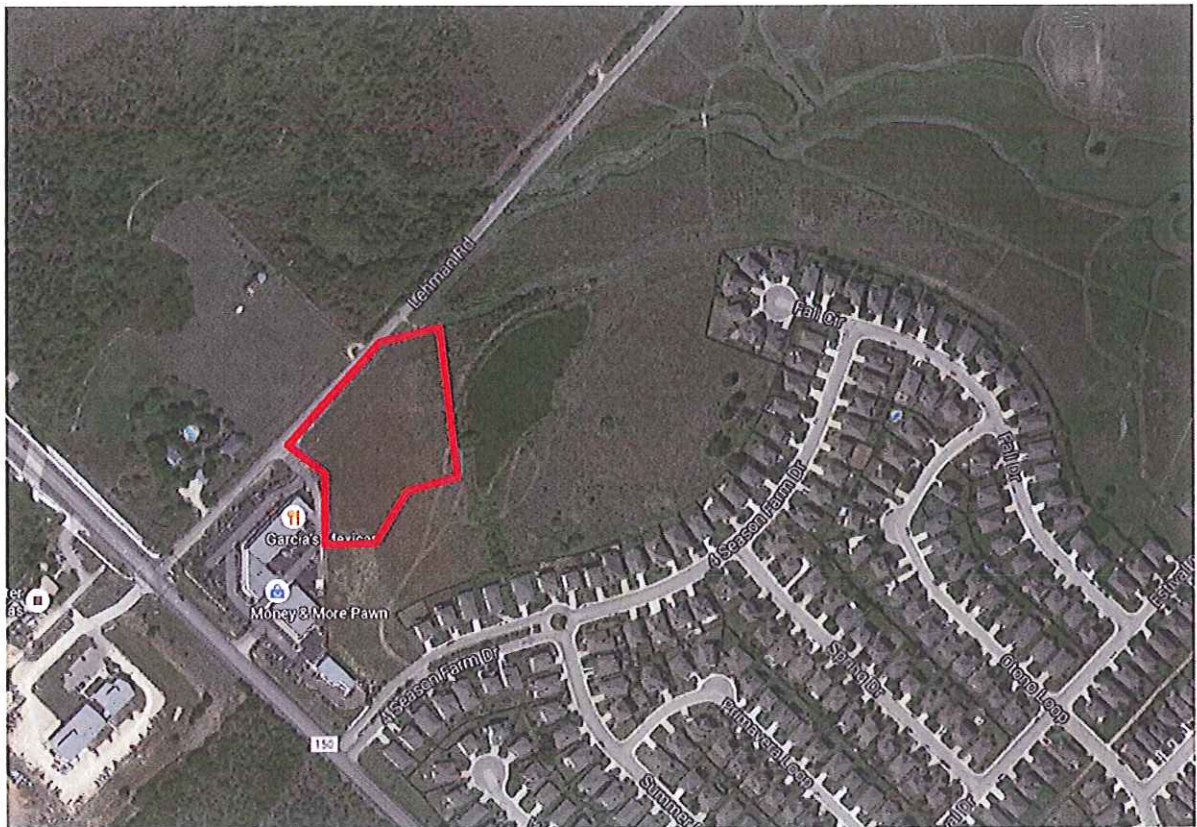


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<b>Property Location</b>	<b>Replat Four Seasons Farms, Section III, Part of Lot 2, Lehman Road</b>
<b>Owner</b>	<b>Charles D. Nash P.O. Box 1988 Austin, Texas 78767</b>
<b>Petitioner</b>	<b>Herman Vigil Vigil and Associates 4303 Russell Drive Austin, Texas 78704</b>
<b>Request</b>	<b>Rezone 3.11 acres from R-3-2 (Multi-Family Residential) to W (Warehouse)</b>

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**Vicinity Map**



The site is located along the east side of Lehman Road, just north of its intersection with RR 150 East. The undeveloped site is directly north of the retail plaza located at the corner of Lehman and RR 150 East. The entire property, comprising 16.63 acres, is

currently zoned R-3-2 (Multi-Family Residential 2), and has up until now been the site of a future garden apartment complex.

The adjacent parcels to the west and north (across Lehman Road) are zoned 'AG' (Agriculture) and are developed with large lot single family detached homes; the parcel to the north that is adjacent to the development site is also zoned 'AG', the Lake Kyle park property. The lots to the northeast, east, and south comprise the Four Seasons housing development and are zoned R-1-1 (Single Family Residential). The property to the south, immediately adjacent to the development site, is zoned R/S and is currently a retail plaza with a restaurant and retail stalls. The applicant seeks to subdivide and rezone 3.11 acres of the whole parcel from R-3-2 to 'W' (Warehouse District), a category "designed to provide locations for outlets offering goods and services to a targeted segment of the general public as well as industrial users".

## **Conditions of the Zoning Ordinance**

### §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**

As viewed on the city's future land use map, the subject site is located in a border region between the 'Regional Node' and 'Mid-Town Community' character areas, primarily located in the Regional Node. In the Regional Node, it is not recommended that 'Warehouse' be approved as a zoning district.

Regional Node 'Character': "Regional Nodes should have regional scale retail and commercial activity complemented by regional scale residential uses. These Nodes should represent the character and identity of Kyle, and signal these traits to the surrounding community. Regional Nodes have a radius of approximately 1/3 of a mile so that they are walkable, but are able to contain a greater range of uses at a larger scale than those found in Local Nodes. Appropriate uses may include grocery stores,



retail shopping centers, multi-family housing, and municipal services, such as libraries and recreation centers.”

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

## **Recommendation**

Establishing Warehouse zoning on this parcel entitles not only those uses prescribed in the zoning ordinance for warehouse, but also for Retail/Service (R/S), Central Business District 1 (CBD-1), and Central Business District 2 (CBD-2). Staff has had conversations with the applicant, and although the potential for the site to be developed as an employment center is a favorable event, the role of the planning commission is to evaluate all possible outcomes of establishing warehouse on this tract.

A warehouse designation for this site could benefit from its proximity to residential districts, as the labor pool for the district could be sourced from the adjacent population, and those same residents could serve as local clientele for the businesses in the district. However, that same benefit wouldn’t necessarily be achieved by the nearby residents, as a locally unwanted land use can erode the sense of place of an established, stable neighborhood.

The diminutive area of the site would certainly attenuate any possible negative impact from a less-than-desirable land use on the site, but it wouldn’t preclude them entirely. The property is indicated in the city Comprehensive Plan to be located in a region poised for an increase in activity and development density. Establishing the warehouse district would be another step toward making that prediction a reality. The buffer of the remaining 13 acres, immediately adjacent to the east-/southeast, works to insulate the warehouse use from the nearby neighborhood(s).

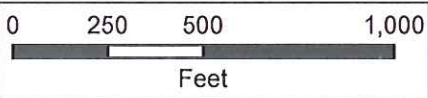
In any case, it would be a significant act of faith on the part of the planning commission to expect that the project would be developed into a neighborhood amenity that increases the region’s quality of life and benefits the city as a whole, in light of the extensive list of permissible uses enabled by warehouse zoning.

## **Attachments**

- Application
- Letter of intent
- Overhead map of the subject vicinity



**Project Location**  
**Z-15-010**  
**3.1 Acres**  
**300 Block of Lehman Rd**



 Property Location

 Parcel Lines



CITY OF KYLE  
**APPLICATION & CHECKLIST - ZONING CHANGE**

Zoning: Charles D. Nash, Sr.

AUG 06 2015

(Name of Owner)

(Submittal Date)

**INSTRUCTIONS:**

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

(Z-15-010)

PLANNING DEPARTMENT

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

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

- ✓ 1. Completed application form with owner's original signature.
- ✓ 2. Letter explaining the reason for the request.
- ✓ 3. Application fee: \$428.06, plus \$3.62 per acre or portion thereof. \$3.62 x 3.1132 acres = \$11.27  
Newspaper Publication Fee: \$190.21  
Total Fee: \$629.54
- ✓ 4. A map or plat showing the area being proposed for rezoning.
- ✓ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- ✓ 6. Certified Tax certificates: County Hays School Hays City Kyle  
CISD
- ✓ 7. Copy of Deed showing current ownership.

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

1. **Zoning Request:**  
Current Zoning Classification: R-3-2  
Proposed Zoning Classification: W  
Proposed Use of the Property: Warehouse  
Acreage/Sq. Ft. of Zoning Change: 3.1132 acres

2. **Address and Legal Description:**  
Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.  
Street Address: \_\_\_\_\_  
Subdivision Name/Lot & Block Nos.: Replat of Four Seasons Farm, Section III, Part of Lot 2

Property Recording Information:  Hays County  
Volume/Cabinet No. 200

Page/Slide No. 346

**3. Ownership Information:**

Name of Property Owner(s): Charles D. Nash, Sr.

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

Address of Owner: P.O. Box 1988

Austin TX 78767-1988

Phone Number: 512 753-6443

Fax Number: \_\_\_\_\_

Email Number: Chucknash@Chucknash.com

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

Signed: \_\_\_\_\_

Date: 8-5-2015

**4. Agent Information:**

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

Agent's Name: Hermann Vigil - Vigil and Associates

Agent's Address: 4303 Russell Drive

Austin TX 78704

Agent's Phone Number: 512 326-2667

Agent's Fax Number: \_\_\_\_\_

Agent's Mobile Number: 512 431-3525

Agent's Email Number: hermann@vigilandassociates.com

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

Owner's Signature: \_\_\_\_\_

Date: 8-5-2015

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200"   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property   

Accepted for Processing By: Debbie A. Guerra                      Date: 8/6/15

Date of Public Notification in Newspaper: 8/19/15

Date of Public Hearing Before Planning and Zoning Commission: 9/8/15

Date of Public Hearing Before City Council: 9/15/15 + 10/6/15

**W** **VIGIL & ASSOCIATES**  
CONSULTING SERVICES

Firm Registration No. F-4768  
4303 Russell Drive, Austin, TX 78704, Phone: (512) 326-2667

July 22, 2015

Mr. Howard Koontz, Director  
Planning Dept., City of Kyle  
100 W. Center Street  
P.O. Box 40  
Kyle TX 78640

Dear Mr. Koontz,

On behalf of my client, Mr. Charles D. Nash, Sr., I would like to request a zoning change for 16.6322 acres of land that is currently subdivided as Lot 2, Replat of Four Seasons Farm, Section III. The property is on the east side of Lehman Road approximately 400 feet north of the intersection of F.M. 150 and Lehman Road and also has access to Four Seasons Farm Boulevard. It is currently zoned R-3-2 .

We propose to rezone the property into two different zoning categories, 13.5190 acres adjacent to the single family portion of Four Seasons Farm, Section II to R-2 (Duplex) and 3.1132 acres along Lehman Road to W (Warehouse). Our purpose is to create a gated duplex community more compatible with the adjacent single family uses and to provide a buffer to the proposed office/warehouse use along Lehman Road, which is a use more consistent with the retail property to the south.

Please review our application and note the merits of our proposal. Thank you very much for your consideration.

Sincerely,

  
Herman Vigil, P.E.



WOL 200 PAGE 346

THE STATE OF TEXAS ) 49309  
COUNTY OF TRAVIS ) KNOW ALL MEN BY THESE PRESENTS:

That we, Billy McGee and wife, Jewell McGee,

of the County of Hays, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash, and other good and valuable consideration to us in hand paid by Charles Durham Nash, receipt of all of which consideration is hereby acknowledged and payment of no part of which is secured by a lien, expressed or implied, upon the hereinafter described premises, and the further consideration as follows: The assumption of and the promise to pay by the Grantee herein the balance remaining unpaid as of this date on that certain promissory note for the original principal sum of \$28,763.20, dated January 2, 1962, executed by Grantors herein, payable to the order of Edwin Cullen, of Austin, Texas, bearing interest and being due and payable in monthly installments as therein provided, said note being secured by vendor's lien retained in deed of even date from Edwin Cullen and by deed of trust of even date therewith, executed by Grantors herein to Charles H. Young, Trustee, for the use and benefit of Edwin Cullen, of Austin, Texas, duly recorded in the Deed of Trust Records of Hays County, Texas; and the Grantee herein, by the acceptance of this deed, expressly assumes and promises to pay in full said note above described and perform all acts and covenants contained in said deed of trust as part of the consideration for this conveyance,

HAVE GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Charles Durham Nash, of the County of Travis, State of Texas, all that certain lot, tract or parcel of land lying and being situated in the County of Hays, State of Texas, known and described as follows, to-wit:

222.44 acres of land out of the John Jones Survey No. 263 in Hays County, Texas, being all that certain land conveyed to Billy McGee, et ux. by Edwin Cullen by deed recorded in Volume 190, Page 36-38 of the Deed Records of Hays County, Texas, and being also the same property conveyed to Charles H. Young, Trustee, for Edwin Cullen by Billy McGee, et ux., by deed of trust dated January 2, 1962:

Beginning at an iron pipe in the occupied Southeast line of the John Jones Survey No. 263 and the Northwest line of the M. B. Atkinson Survey No. 10, said point being in the Northeast right-of-way line of FM Highway 150 and being the most Southerly corner of that certain tract conveyed to Billy McGee, et ux. by Edwin Cullen by deed recorded in Vol. 190, Page 36-38 of the Deed Records of Hays County, Texas, for the most Southerly corner of the tract herein described;

Thence with the fence along the Northeast line of FM Highway 150, N. 45 deg. 00' W. a distance of 1408.6 feet to a concrete right-of-way marker for an angle point in said highway, for an angle point in this tract;

Thence continuing with the fence along the Northeast line of the said highway, N. 45 deg. 30' W. a distance of 620.1 feet to an iron stake at fence corner post at intersection of the Northeast line of the said highway with the Southeast line of a county road, for the most Westerly corner of this tract;

Thence with the fence along the Southeast line of the said county road, N. 44 deg. 44' E. a distance of 776.0 feet to an angle post in fence for an angle point in this tract;

Thence continuing with the fence along the Southeast line of the said county road, N. 42 deg. 48' E. a distance of 917.7 feet to an angle post in fence, for an angle point in this tract;

Thence continuing with the fence along the Southeast line of the said county road, N. 44 deg. 44' E. a distance of 3025.6 feet to an iron stake at fence corner post at the most Northerly corner of the said Billy McGee tract, for the most Northerly corner of this tract;

Thence with the fence along the Northeast line of the said McGee tract, S. 44 deg. 53' E. a distance of 2001.2 feet to a fence corner post near the most Easterly corner of the said McGee tract, for the most Easterly corner of this tract;

Thence with a fence along the courses and distances as follows: S. 31 deg. 43' W. 239.6 feet, S. 39 deg. 29' W. 198.3 feet to a nail set in fence corner post for an angle point in this tract in the Southeast line of the said McGee tract in the occupied Southeast line of the John Jones Survey;

Thence with the fence along the Southeast line of the said John Jones Survey, being also the Southeast line of the said McGee tract, S. 44 deg. 55' W. a distance of 4278.8 feet to the place of beginning, containing 222.44 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Charles Durham Nash, his heirs, executors, administrators, and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Charles Durham Nash, his heirs and assigns, executors and administrators, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, subject to covenants, conditions, restrictions and easements of record.

But it is expressly agreed and stipulated that the vendor's lien is retained in favor of Billy McGee and wife Jewel McGee, against the above described property, premises and improvements until the above described promissory note payable to the order of Edwin Cullen, together with all interest thereon, has been fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute provided,

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however, the execution of a release of the above described note and liens by the holder thereof shall operate as a release of the vendor's lien retained herein.

WITNESS OUR HANDS this the 17 day of April, A.D. 1964.



Billy McGee Billy McGee

Jewell McGee Jewell McGee

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared Billy McGee and wife, Jewell McGee, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Jewell McGee, wife of Billy McGee, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Jewell McGee, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> April, A.D. 1964.

Robert G. Neenan, Jr.  
Notary Public in and for Travis County, Texas

Filed for record the 22<sup>nd</sup> day of April, A.D., 1964, at 9:45 o'clock A. M.

Recorded the 27<sup>th</sup> day of April, A.D., 1964, at 8:45 o'clock A. M.

Lydell B. Clayton  
Lydell B. Clayton, County Clerk, Travis County, Texas.

# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
 WPC - Plum Creek Groundwater District  
 FHA - Hays Co ESD #5  
 ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
 RSP - Special Road Dist  
 GHA - Hays County  
 CKY - City Of Kyle

**Property Information**

**Owner Information**

Property ID : 11-3043-0000-00200-2  
 Quick-Ref ID : R110708

Owner ID : O24600

Value Information

KYLE, TX 78640	Land HS	:	\$0.00
	Land NHS	:	\$646,620.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
FOUR SEASONS FARM	Ag Mkt	:	\$0.00
SEC III, LOT 2, ACRES	Ag Use	:	\$0.00
16.6322	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$646,620.00

NASH, CHARLES D, SR  
 P O BOX 1988  
 AUSTIN, TX 78767-1988

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	142.26	0.00	0.00	0.00	0.00
SHA	2014	9,943.08	0.00	0.00	0.00	0.00
RSP	2014	283.22	0.00	0.00	0.00	0.00
WPC	2014	142.26	0.00	0.00	0.00	0.00
GHA	2014	2,749.43	0.00	0.00	0.00	0.00
FHA	2014	646.62	0.00	0.00	0.00	0.00
CKY	2014	3,480.75	0.00	0.00	0.00	0.00
ACCD	2014	609.12	0.00	0.00	0.00	0.00

**Total for current bills if paid by 7/31/2015 : \$0.00**

**Total due on all bills 7/31/2015 : \$0.00**

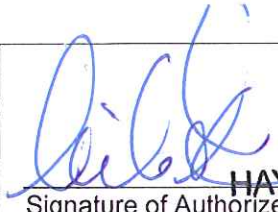
2014 taxes paid for entity PCC \$142.26  
 2014 taxes paid for entity SHA \$9,943.08  
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 2014 taxes paid for entity WPC \$142.26  
 2014 taxes paid for entity GHA \$2,749.43  
 2014 taxes paid for entity FHA \$646.62  
 2014 taxes paid for entity CKY \$3,480.75  
 2014 taxes paid for entity ACCD \$609.12

**2014 Total Taxes Paid : \$17,996.74**

**Date of Last Payment : 01/20/15**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (l) of the Texas Property Tax Code.



**HAYS COUNTY TAX DEPUTY**

Signature of Authorized Officer of the Tax Office

Date of Issue	: 07/22/2015
Requestor	: NASH, CHARLES D, SR
Receipt	: SM-2015-827934
Fee Paid	: \$20.00
Payer	: VIGIL AND ASSOCIATES

# REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2015-803587**

Payor: CDN FARM LTD. ()  
6200 SOUTH IH 35  
AUSTIN, TX 78745

Owner: NASH, CHARLES D, SR (O24600)  
P O BOX 1988  
AUSTIN, TX 78767-1988

Quick Ref ID: R110708  
Owner: NASH, CHARLES D, SR (O24600) - 100%  
Owner Address: P O BOX 1988  
AUSTIN, TX 78767-1988

Property: 11-3043-0000-00200-2  
Legal Description: FOUR SEASONS FARM SEC III, LOT 2,  
ACRES 16.6322  
Situs Address: KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2014					
Plum Creek	646,620	0.022000	142.26	142.26	142.26
Hays Consolidated	646,620	1.537700	9,943.08	9,943.08	9,943.08
Special Road Dist	646,620	0.043800	283.22	283.22	283.22
Plum Creek	646,620	0.022000	142.26	142.26	142.26
Hays County	646,620	0.425200	2,749.43	2,749.43	2,749.43
Hays Co ESD #5	646,620	0.100000	646.62	646.62	646.62
City Of Kyle	646,620	0.538300	3,480.75	3,480.75	3,480.75
AUSTIN COMMUNITY	646,620	0.094200	609.12	609.12	609.12

Total Payment Amount	<b>17,996.74</b>
Check Payment (Ref # 1029) Tendered	17,996.74
Total Tendered	<b>17,996.74</b>

Remaining Balance Due, including other fees,  
as of 7/22/2015 **0.00**

Date Paid: 01/20/2015  
Effective Date: 01/20/2015  
Station/Till: Monica/Monica's Till  
Cashier:

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SEC III, LOT 2, ACRES	Ag Use	:	\$0.00
16.6322	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$646,620.00

**Owner Information**

Owner ID : O24600

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 P O BOX 1988  
 AUSTIN, TX 78767-1988

Ownership: 100.00%

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Signature of Authorized Officer of the Tax Office

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P O BOX 1988  
AUSTIN, TX 78767-1988

Quick Ref ID: R110708  
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Situs Address: KYLE, TX 78640

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as of 7/22/2015 **0.00**

Date Paid: 01/20/2015  
Effective Date: 01/20/2015  
Station/Till: Monica/Monica's Till  
Cashier:

---

<b>Property Location</b>	<b>Replat Four Seasons Farms, Section III, Part of Lot 2, Lehman Road</b>
<b>Owner</b>	<b>Charles D. Nash P.O. Box 1988 Austin, Texas 78767</b>
<b>Petitioner</b>	<b>Herman Vigil Vigil and Associates 4303 Russell Drive Austin, Texas 78704</b>
<b>Request</b>	<b>Rezone 13.519 acres from R-3-2 (Multi-Family Residential) to R-2 (Residential Two Family)</b>

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**Vicinity Map**



The site is located along the east side of Lehman Road, just north of its intersection with RR 150 East. The undeveloped site is directly north of the retail plaza located at the corner of Lehman and RR 150 East. The entire property, comprising 16.63 acres, is

currently zoned R-3-2 (Multi-Family Residential 2), and has up until now been the site of a future garden apartment complex.

The adjacent parcels to the west and north (across Lehman Road) are zoned 'AG' (Agriculture) and are developed with large lot single family detached homes; the parcel to the north that is adjacent to the development site is also zoned 'AG', the Lake Kyle park property. The lots to the northeast, east, and south comprise the Four Seasons housing development and are zoned R-1-1 (Single Family Residential). The property to the south, immediately adjacent to the development site, is zoned R/S and is currently a retail plaza with a restaurant and retail stalls. The applicant seeks to subdivide and rezone the bulk of the parent property, 13.519 acres, from R-3-2 to 'R-2' (Residential Two Family), a category which "allows single-family dwellings and duplex housing not to exceed six units per buildable acre".

## **Conditions of the Zoning Ordinance**

### **§53-1205 – Amendments**

...

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

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

## **Comprehensive Plan Text**

The subject site is located in a border region between the 'Regional Node' and 'Mid-Town Community' character areas, primarily located in the Mid-Town Community area. In the Mid-Town Community, it is recommended that 'R-2' be approved as a zoning district.

Mid-Town Community "Character": "The Mid-Town District contains sites of recent residential development in Kyle. The residential uses in this District are organized around curvilinear streets, rather than the regular, rectilinear grid that characterizes the Old Town District. The Plum Creek waterway flows through and adjacent to the Mid-Town District, offering opportunities for recreation and environmental conservation. This District has a neighborhood-oriented form built around shared spaces such as

streets, yards, porches and common areas. Neighborhood legibility and continuity is enhanced through these shared spaces. Distinctive landscape forms, including creekways, vistas, and rolling hills, give identity to this District and should be preserved, protected, and incorporated into development plans.”

Mid-Town Community “Intent”: “The purpose of the Mid-Town District is to maximize the value capture of new residential development in Kyle. This District enjoys unusual proximity to amenities, such as open space, Downtown, commercial nodes, and transit options. The area is therefore well-positioned to define an economic and lifestyle pattern that is unique to Kyle. New development should accommodate mid- to high-density residential uses within the unique landscape forms that are present in the District. Legibility of neighborhood identity, definition, and transportation should be improved within the Mid-Town District through such elements as trails, sidewalks, signage, and interconnected shared spaces.”

### **Recommendation**

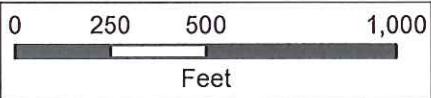
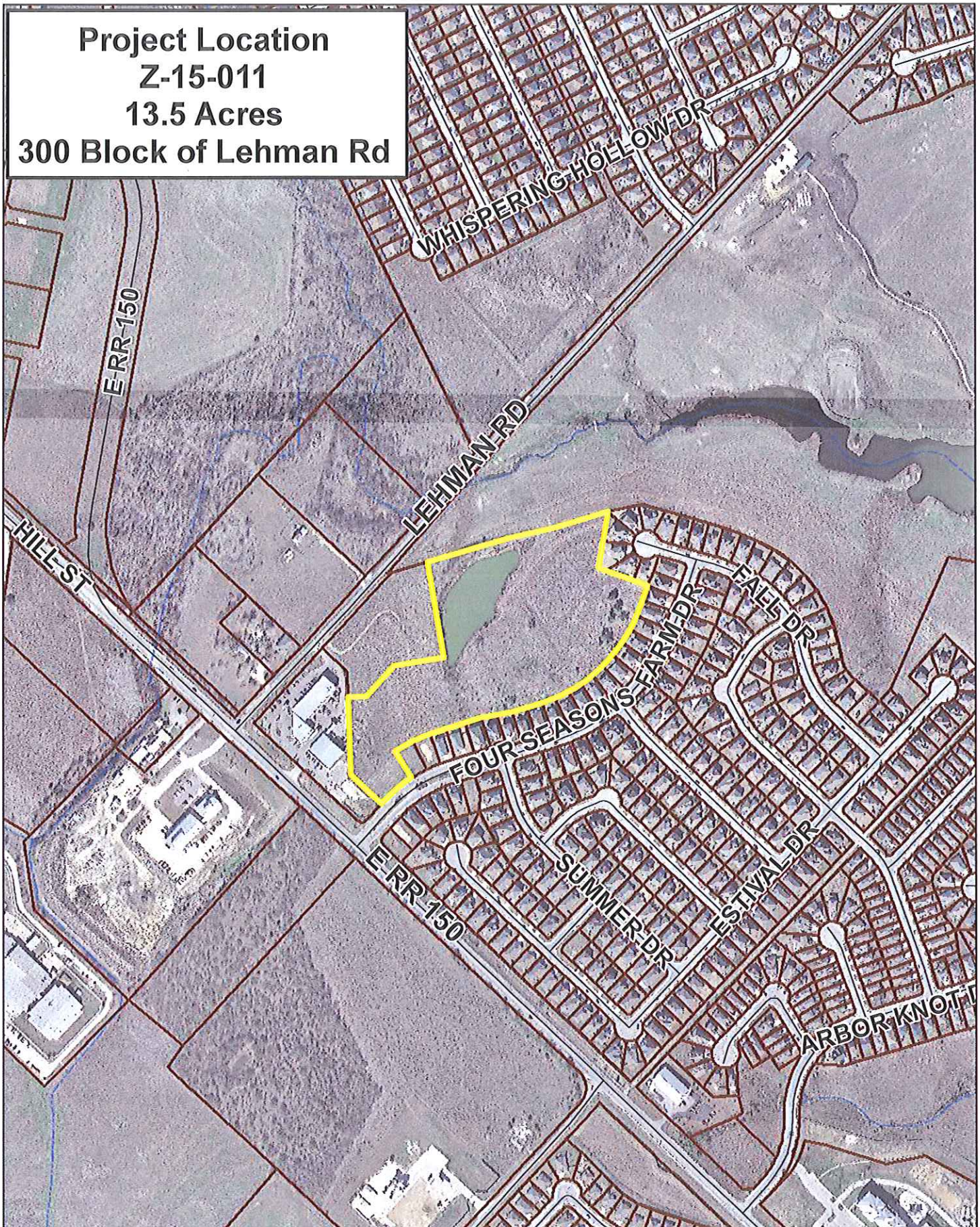
The proposed use is exactly appropriate for the site, as it furthers the tenants of the city’s comprehensive plan and serves as a land use buffer between the existing low-density residential to the east and the proposed activity center to the west, across Lehman Road. Staff recommends the request be considered favorably.

### **Attachments**

- Application
- Letter of intent
- Overhead map of the subject vicinity



**Project Location**  
**Z-15-011**  
**13.5 Acres**  
**300 Block of Lehman Rd**



 Property Location

 Parcel Lines



APPLICATION & CHECKLIST – ZONING CHANGE

CITY OF KYLE

Zoning: Charles D. Nash, Sr.

AUG 06 2015

(Name of Owner) (2-15-011)

(Submittal Date)

INSTRUCTIONS:

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

PLANNING DEPARTMENT

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

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

- 1. Completed application form with owner's original signature.
2. Letter explaining the reason for the request.
3. Application fee: \$428.06, plus \$3.62 per acre or portion thereof. \$3.62 x 13.5190 acres=\$48.94
Newspaper Publication Fee: \$190.21

Total Fee \$667.21

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

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

1. Zoning Request:

Current Zoning Classification: R-3-2
Proposed Zoning Classification: R-2
Proposed Use of the Property: Duplexes
Acreage/Sq. Ft. of Zoning Change: 13.5190 acres

2. Address and Legal Description:

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

Street Address:
Subdivision Name/Lot & Block Nos.: Replat of Four Seasons Farm, Section III, Part of Lot 2



Property Recording Information:  Hays County  
Volume/Cabinet No. 200

Page/Slide No. 346

**3. Ownership Information:**

Name of Property Owner(s): Charles D. Nash, Sr.

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

Address of Owner: P.O. Box 1988

Austin TX 78767-1988

Phone Number: 512 753-6443

Fax Number: \_\_\_\_\_

Email Number: Chucknash@Chucknash.com

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

8-5-2015

**4. Agent Information:**

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

Agent's Name: Hermann Vigil - Vigil and Associates

Agent's Address: 4303 Russell Drive

Austin TX 78704

Agent's Phone Number: 512 326-2667

Agent's Fax Number: \_\_\_\_\_

Agent's Mobile Number: 512 431-3525

Agent's Email Number: hermann@vigilandassociates.com

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

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8-5-2015

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200'   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property   

Accepted for Processing By: Debbie A. Grunow                      Date: 8/6/15

Date of Public Notification in Newspaper: 8/19/15

Date of Public Hearing Before Planning and Zoning Commission: 9/8/15

Date of Public Hearing Before City Council: 9/15/15 & 10/6/15

**V**IGIL & ASSOCIATES  
CONSULTING SERVICES

Firm Registration No. F-4768  
4303 Russell Drive, Austin, TX 78704, Phone: (512) 326-2667

July 22, 2015

Mr. Howard Koontz, Director  
Planning Dept., City of Kyle  
100 W. Center Street  
P.O. Box 40  
Kyle TX 78640

Dear Mr. Koontz,

On behalf of my client, Mr. Charles D. Nash, Sr., I would like to request a zoning change for 16.6322 acres of land that is currently subdivided as Lot 2, Replat of Four Seasons Farm, Section III. The property is on the east side of Lehman Road approximately 400 feet north of the intersection of F.M. 150 and Lehman Road and also has access to Four Seasons Farm Boulevard. It is currently zoned R-3-2 .

We propose to rezone the property into two different zoning categories, 13.5190 acres adjacent to the single family portion of Four Seasons Farm, Section II to R-2 (Duplex) and 3.1132 acres along Lehman Road to W (Warehouse). Our purpose is to create a gated duplex community more compatible with the adjacent single family uses and to provide a buffer to the proposed office/warehouse use along Lehman Road, which is a use more consistent with the retail property to the south.

Please review our application and note the merits of our proposal. Thank you very much for your consideration.

Sincerely,

  
Herman Vigil, P.E.



Thence with the fence along the Northeast line of FM Highway 150, N. 45 deg. 00' W. a distance of 1408.6 feet to a concrete right-of-way marker for an angle point in said highway, for an angle point in this tract;

Thence continuing with the fence along the Northeast line of the said highway, N. 45 deg. 30' W. a distance of 620.1 feet to an iron stake at fence corner post at intersection of the Northeast line of the said highway with the Southeast line of a county road, for the most Westerly corner of this tract;

Thence with the fence along the Southeast line of the said county road, N. 44 deg. 44' E. a distance of 776.0 feet to an angle post in fence for an angle point in this tract;

Thence continuing with the fence along the Southeast line of the said county road, N. 42 deg. 48' E. a distance of 917.7 feet to an angle post in fence, for an angle point in this tract;

Thence continuing with the fence along the Southeast line of the said county road, N. 44 deg. 44' E. a distance of 3025.6 feet to an iron stake at fence corner post at the most Northerly corner of the said Billy McGee tract, for the most Northerly corner of this tract;

Thence with the fence along the Northeast line of the said McGee tract, S. 44 deg. 53' E. a distance of 2001.2 feet to a fence corner post near the most Easterly corner of the said McGee tract, for the most Easterly corner of this tract;

Thence with a fence along the courses and distances as follows: S. 31 deg. 43' W. 239.6 feet, S. 39 deg. 29' W. 198.3 feet to a nail set in fence corner post for an angle point in this tract in the Southeast line of the said McGee tract in the occupied Southeast line of the John Jones Survey;

Thence with the fence along the Southeast line of the said John Jones Survey, being also the Southeast line of the said McGee tract, S. 44 deg. 55' W. a distance of 4278.8 feet to the place of beginning, containing 222.44 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Charles Durham Nash, his heirs, executors, administrators, and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Charles Durham Nash, his heirs and assigns, executors and administrators, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, subject to covenants, conditions, restrictions and easements of record.

But it is expressly agreed and stipulated that the vendor's lien is retained in favor of Billy McGee and wife Jewell McGee, against the above described property, premises and improvements until the above described promissory note payable to the order of Edwin Cullen, together with all interest thereon, has been fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute provided,

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however, the execution of a release of the above described note and liens by the holder thereof shall operate as a release of the vendor's lien retained herein.

WITNESS OUR HANDS this the 17 day of April, A.D. 1964.



Billy McGee Billy McGee

Jewell McGee Jewell McGee

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared Billy McGee and wife, Jewell McGee, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Jewell McGee, wife of Billy McGee, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Jewell McGee, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> April, A.D. 1964.

Robert J. Neenan, Jr.  
Notary Public in and for Travis County, Texas

Filed for record the 22<sup>nd</sup> day of April, A.D., 1964, at 9:45 o'clock A. M.

Recorded the 27<sup>th</sup> day of April, A.D., 1964, at 8:45 o'clock A. M.

Lydell B. Clayton  
Lydell B. Clayton, County Clerk, Travis County, Texas.



# TAX CERTIFICATE

**Luanne Caraway Tax Assessor-Collector, Hays County**

712 S. Stagecoach Trail  
 San Marcos, TX 78666  
 Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2014

**Entities to which this certificate applies:**

SHA - Hays Consolidated ISD  
 WPC - Plum Creek Groundwater District  
 FHA - Hays Co ESD #5  
 ACCD - AUSTIN COMMUNITY COLLEGE DISTRICT

PCC - Plum Creek Conservation District  
 RSP - Special Road Dist  
 GHA - Hays County  
 CKY - City Of Kyle

**Property Information**

Property ID : 11-3043-0000-00200-2  
 Quick-Ref ID : R110708

Value Information

KYLE, TX 78640	Land HS	:	\$0.00
	Land NHS	:	\$646,620.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
FOUR SEASONS FARM	Ag Mkt	:	\$0.00
SEC III, LOT 2, ACRES	Ag Use	:	\$0.00
16.6322	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$646,620.00

**Owner Information**

Owner ID : O24600  
 NASH, CHARLES D, SR  
 P O BOX 1988  
 AUSTIN, TX 78767-1988  
 Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
PCC	2014	142.26	0.00	0.00	0.00	0.00
SHA	2014	9,943.08	0.00	0.00	0.00	0.00
RSP	2014	283.22	0.00	0.00	0.00	0.00
WPC	2014	142.26	0.00	0.00	0.00	0.00
GHA	2014	2,749.43	0.00	0.00	0.00	0.00
FHA	2014	646.62	0.00	0.00	0.00	0.00
CKY	2014	3,480.75	0.00	0.00	0.00	0.00
ACCD	2014	609.12	0.00	0.00	0.00	0.00

**Total for current bills if paid by 7/31/2015 : \$0.00**

**Total due on all bills 7/31/2015 : \$0.00**

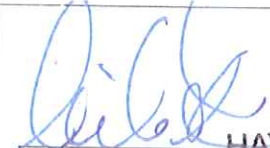
2014 taxes paid for entity PCC \$142.26  
 2014 taxes paid for entity SHA \$9,943.08  
 2014 taxes paid for entity RSP \$283.22  
 2014 taxes paid for entity WPC \$142.26  
 2014 taxes paid for entity GHA \$2,749.43  
 2014 taxes paid for entity FHA \$646.62  
 2014 taxes paid for entity CKY \$3,480.75  
 2014 taxes paid for entity ACCD \$609.12

**2014 Total Taxes Paid : \$17,996.74**

**Date of Last Payment : 01/20/15**

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.

  
HAYS COUNTY TAX DEPUTY  
Signature of Authorized Officer of the Tax Office

Date of Issue : 07/22/2015  
Requestor : NASH, CHARLES D, SR  
Receipt : SM-2015-827934  
Fee Paid : \$20.00  
Payer : VIGIL AND ASSOCIATES

# REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2015-803587**

Payor: CDN FARM LTD. ()  
6200 SOUTH IH 35  
AUSTIN, TX 78745

Owner: NASH, CHARLES D, SR (O24600)  
P O BOX 1988  
AUSTIN, TX 78767-1988

Quick Ref ID: R110708  
Owner: NASH, CHARLES D, SR (O24600) - 100%  
Owner Address: P O BOX 1988  
AUSTIN, TX 78767-1988

Property: 11-3043-0000-00200-2  
Legal Description: FOUR SEASONS FARM SEC III, LOT 2,  
ACRES 16.6322  
Situs Address: KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2014					
Plum Creek	646,620	0.022000	142.26	142.26	142.26
Hays Consolidated	646,620	1.537700	9,943.08	9,943.08	9,943.08
Special Road Dist	646,620	0.043800	283.22	283.22	283.22
Plum Creek	646,620	0.022000	142.26	142.26	142.26
Hays County	646,620	0.425200	2,749.43	2,749.43	2,749.43
Hays Co ESD #5	646,620	0.100000	646.62	646.62	646.62
City Of Kyle	646,620	0.538300	3,480.75	3,480.75	3,480.75
AUSTIN COMMUNITY	646,620	0.094200	609.12	609.12	609.12

Total Payment Amount	<b>17,996.74</b>
Check Payment (Ref # 1029) Tendered	17,996.74
Total Tendered	<b>17,996.74</b>

Remaining Balance Due, including other fees,  
as of 7/22/2015 **0.00**

Date Paid: 01/20/2015  
Effective Date: 01/20/2015  
Station/Till: Monica/Monica's Till  
Cashier: