



**NOTICE OF MEETING OF THE
PLANNING AND ZONING COMMISSION
TUESDAY, MARCH 26, 2024 – 6:30 PM
COUNCIL CHAMBERS ROOM 1098
405 E. LOOP STREET, BUILDING 100
BUDA, TX 78610**

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular Planning & Zoning Meeting** of the City of Buda, TX, will be held at which time the following subjects will be discussed and may be acted upon.

A. CALL TO ORDER

B. MOMENT OF SILENCE

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Chair Emily Jones

Vice Chair David Nuckels

Commissioner Matthew Gonzales

Commissioner Virginia Jurika

Commissioner Jim Ladner

Commissioner Walker Smith

Commissioner Chris Ulibarri

E. PUBLIC COMMENT/PUBLIC TESTIMONY

Members of the public who wish to participate in Public Comment must complete a form and turn it into the City Clerk before the period provided for Public Comment is called for consideration by the presiding officer. Members of the public who wish to participate during the Public Testimony period provided for any item on the agenda must complete a form and turn it into the City Clerk before the item they wish to participate in is called for consideration by the presiding officer.

F. CONSENT AGENDA

F.1 Approval of the minutes of the regular meeting of the Planning and Zoning Commission held on February 13th, 2024.

F.2 Consideration and approval of the Final Plat of Sunfield Phase Five, Section Five, being +/- 41.413 acres out of the W. Porter Survey No. 6, Abstract No. 359, City of Buda ETJ, Hays County, TX (FP 21-11) (Planner Tyler Frost).

G. REGULAR AGENDA

G.1 Consideration and possible action regarding a request for Alternative Compliance to allow the grouping of required Perimeter Landscaping trees in accordance with UDC subsection 2.09.01.E.2 for the property known as Carpenter Hill Section 1A, Block B, Lot 1A, located at the northwest corner of FM 967 and Carpenter Hill Drive (AC 24-01) (Planner Tyler Frost).

G.2 Deliberation and possible action in regard to a request for a Tree Removal Permit for a

26-caliper inch Signature Tree for a property known as CVS Buda Subdivision, Lot 7B, located southwest of the intersection of FM 1626 and RM 967 (2023-754). (Planner Alejandro Hernández)

G.3 Hold a Public Hearing and consider a request by Buda Cole Springs JV LTD for a Development Agreement (DA) between the City of Buda and the subject property owners for a 98.96 acre tract of land, generally located between Cole Springs Road and Old Black Colony Road, out of the Phillip J. Allen Survey No. 5, Abstract 1, Hays County, Texas (DA 23-01) (Assistant Development Services Director Will Parrish).

G.4 Hold a Public Hearing and consider a request by Buda Cole Springs JV LTD for a Zoning Map Amendment from ETJ to PD for a 98.96 acre tract of land, generally located between Cole Springs Road and Old Black Colony Road, out of the Phillip J. Allen Survey No. 5, Abstract 1, Hays County, Texas (Z 24-01) (Assistant Development Services Director Will Parrish).

G.5 Hold a Public Hearing and consider a request by Buda Venture Real Estate, LLC for a Development Agreement (DA) between the City of Buda and the subject property owners for a 44.66 acre tract of land out of the Phillip J. Allen Survey, A-1, Hays County, Texas, generally located west of the intersection of FM 1626 and Cole Springs Road (DA 22-02) (Assistant Development Services Director Will Parrish).

G.6 Hold a Public Hearing and consider a request by Buda Venture Real Estate, LLC for a Zoning Map Amendment from ETJ to PD for a 44.66 acre tract of land out of the Phillip J. Allen Survey, A-1, Hays County, Texas, generally located west of the intersection of FM 1626 and Cole Springs Road (Z 23-05) (Assistant Development Services Director Will Parrish).

H. DEVELOPMENT SERVICES DIRECTOR'S REPORTS

Developments, Development Services Department, FY 2024 Budget, 2014 & 2021 Bond Program, Capital Improvement Projects, Drainage Projects, Wastewater Projects, Water Project, Grant Related Projects, Legislative Update, Library Projects, Main Street Program, Buda Economic Development Corporation (EDC), Tourism Projects, Parks & Recreation Department, Historic Preservation Commission, Sustainability Commission, Road Projects, Status of Future Agenda Item Requests, Strategic Plan (Development Services Director/City Engineer Angela Kennedy)

I. COMMISSION REQUESTS FOR FUTURE AGENDA ITEMS

J. ADJOURNMENT

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to the meeting. Please contact City Hall at (512) 312-0084, or fax (512) 312-1889 for information or assistance. I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning and Zoning Commission of the City of Buda, was posted on the bulletin board in front of Buda City Hall, which is readily accessible to the public at all times, by 5:00 pm on March 22nd, 2024.
/s/ _____ Angela Kennedy, P.E., CFM, Development Services Director/City Engineer/Board Liaison

Meetings scheduled in the Council Chambers are set up to publicly broadcast meetings. You may be audio and video recorded while in this facility. Meetings scheduled in other City Facilities are set up to publicly audio record meetings. You may be audio recorded in the other City Facilities.

In accordance with Article III, Section 3.10, of the Official Code of the City of Buda, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on meetings may be obtained from the Board Liaison, or video of the entire meeting may be downloaded from the website. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

A Public Comment period will be provided to allow for members of the public to participate and speak to the Board/Commission on any topic that is not on the meeting agenda. At this time, comments will be taken from the audience on non-agenda related topics. A Public Testimony period will be provided at each meeting of the Board/Commission to allow members of the public to participate and speak to the Board/Commission on any topic that is on the meeting agenda, prior to any vote on the matter up for consideration. During these periods, the presiding officer shall routinely provide three (3) minutes to each person who desires to speak but may provide no less than one (1) minute and no more than five (5) minutes to each person addressing the Board/Commission. The amount of time provided to each person, if altered by the presiding officer, shall be announced by the presiding officer prior to recognizing persons to speak and shall be objectively applied to all persons speaking during Public Comment or each Public Testimony period.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.



Agenda Item Report

Legislative Board:

Planning and Zoning
Commission

Date:

March 26, 2024

Contact:

Alejandro Hernandez

Agenda Item ID /

Number:

2024-236- / F.1

ITEM TITLE: Approval of the minutes of the regular meeting of the Planning and Zoning Commission held on February 13th, 2024.

1. EXECUTIVE SUMMARY

This item is to consider approval of the meeting minutes for the Planning and Zoning Commission meeting held on February 13th, 2024.

2. BACKGROUND/HISTORY

3. ANALYSIS

4. FINANCIAL IMPACT

5. STRATEGIC PLAN/GOALS

OTHER

6. STRATEGIC PLAN OBJECTIVES

N/A.

7. PROS AND CONS

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Attachments:

[PZ 2.13.24 Minutes.pdf](#)

CITY OF BUDA
PLANNING & ZONING COMMISSION
REGULAR MEETING MINUTES
FEBRUARY 13, 2024 - 6:00 PM

A. CALL TO ORDER

Vice Chair Nuckels called the meeting to order at 6:00 pm.

B. MOMENT OF SILENCE

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Chair – Emily Jones	Present (Virtual)
Vice Chair – David Nuckels	Present
Commissioner – Matthew Gonzales	Present
Commissioner – Virginia Jurika	Present
Commissioner – Jim Ladner	Present
Commissioner – Walker Smith	Present
Commissioner – Chris Ulibarri	Present (Virtual)

E. PUBLIC COMMENT/PUBLIC TESTIMONY

None.

F. CONSENT AGENDA

F.1 Approval of the minutes of the regular meeting of the Planning and Zoning Commission held on January 23rd, 2024.

A motion to approve the Consent Agenda was made by Commissioner Ladner and seconded by Commissioner Jurika. The motion carried 7-0.

G. PUBLIC HEARINGS

G.1 Hold a public hearing, deliberation, and possible action in regard to a request for a Specific Use Permit (SUP) for the Warehouse use in the Light Industrial (LI) zoning district within the Gateway Corridor (O-G) Overlay District for a property known as Loop 4 Addition, Block A, Lot 2, and located at 550 South Loop St, Buda TX 78610 (SUP 23-04). (Assistant Development Services Director Will Parrish)

G.2 Hold a public hearing, deliberation, and possible action in regard to a request for a Specific Use Permit (SUP) for the Warehouse use in the Light Industrial (LI) zoning district within the Gateway Corridor (O-G) Overlay District for a property known as Loop 4 Addition, Block A, Lot 1, and located at 520 South Loop St, Buda TX 78610 (SUP 23-05). (Assistant Development Services Director Will Parrish)

G.1 and G.2 were presented together but were voted on separately. Assistant Development Services Director Will Parrish presented the items to the Commission. The applicant is requesting two Specific Use Permits (SUP) to allow the “Warehouse” use for a property in the Light Industrial (LI) zoning district that is also within the Gateway Corridor Overlay (O-G) District.

The proposed project includes 4 warehouse buildings that would together have 90,825 square feet of light industrial space. Staff recommended that for both SUPs, the Commission recommends approval of the requests with the conditions that 1) completion of staff review of the site plan for adherence to the Buda UDC and other related requirements; 2) the property is subject to the conditions provided in the Letter of Intent (LOI) from the applicant and repeated herein: a) owners establish a shared parking agreement across the two lots, b) each tenant space to have a minimum of 15% office space with parking available for 25%, c) no industrial or heavy manufacturing uses, d) no outside storage, e) all activities must be contained inside the building, f) no businesses which generate loud noise, g) no tenants utilizing 18-wheel trucks, h) no emission of dust or other pollutants, i) no businesses which generate trash beyond what can be contained within the provided dumpster enclosure, j) no single CO can be issued which results in the warehouse use not meeting its minimum parking requirements for the office/warehouse building area that is remaining without a CO at the minimum weighted average ratio provided in the approved SUP; the property owner should provide a tally of the available parking spaces with each CO requested.

Chair Jones asked for an explanation on how these SUPs are tied together and why they exist as separate applications. Mr. Parrish and the applicant, Chris Elizondo, explained the history of these lots and that the reason they kept the applications separate was to avoid additional unnecessary fees. Chair Jones also asked for clarification on the binding affect of the LOIs. Mr. Parrish detailed how the LOIs are simply something that Staff uses to understand a proposal and request. Chair Jones had additional questions regarding her concern for the ability for 18-wheelers to come and go due to this proposal. Mr. Elizondo described how the site is not designed for heavy 18-wheeler traffic and makes attempts to discourage their use. Chair Jones followed up with a question about the number of service bays in each building. Mr. Elizondo detailed that this would not be determined until the tenant build-out phase. Chair Jones had additional questions regarding compliance with O-G standards, particularly building design and sidewalk lead ups. Mr. Parrish gave explanations as to why certain standards didn’t need to be followed due to either not meeting a threshold, interpretation by Staff, or because the application predated certain amendments to the Unified Development Code (UDC). Commissioner Ladner expressed his appreciation of the heightened design of the building compared to what is already on S Loop 4. Commissioner Gonzales asked for clarification on 18-wheeler access. Mr. Parrish explained how the site will likely occasionally get deliveries from suppliers in 18-wheelers but will not be able to deliver goods with them. Commissioner Jurika

commended the design of the project but had questions regarding potential nuisances to the neighbors. The applicant, Tommy Knight, explained what his goals were for the project and the types of tenants he's looking for. Mr. Elizondo also explained that all activity would be inside the building regardless of hours of operation. Commissioner Gonzales asked about how the common access will continue on the property after the owner changes. Mr. Parrish explained how SUPs remain applicable to properties regardless of owner. Mr. Elizondo added that these access agreements would be discussed in the title process. Commissioner Nuckels expressed his appreciation for the proposal.

Clark Beach testified neutrally before the Commission for this proposal, explaining his desire for reduced impacts to the area and belief that Staff's conditions will be adequate.

A motion to recommend approval of the first SUP (23-04) with conditions—that 1) completion of staff review of the site plan for adherence to the Buda UDC and other related requirements; 2) the property is subject to the conditions provided in the Letter of Intent (LOI) from the applicant and repeated herein: a) owners establish a shared parking agreement across the two lots, b) each tenant space to have a minimum of 15% office space with parking available for 25%, c) no industrial or heavy manufacturing uses, d) no outside storage, e) all activities must be contained inside the building, f) no businesses which generate loud noise, g) no tenants utilizing 18-wheel trucks, h) no emission of dust or other pollutants, i) no businesses which generate trash beyond what can be contained within the provided dumpster enclosure, j) no single CO can be issued which results in the warehouse use not meeting its minimum parking requirements for the office/warehouse building area that is remaining without a CO at the minimum weighted average ratio provided in the approved SUP; the property owner should provide a tally of the available parking spaces with each CO requested—as was presented by Staff was made by Commissioner Nuckels and seconded by Commissioner Ladner. The motion carried 6-1.

A motion to recommend approval of the second SUP (23-05) with conditions—that 1) completion of staff review of the site plan for adherence to the Buda UDC and other related requirements; 2) the property is subject to the conditions provided in the Letter of Intent (LOI) from the applicant and repeated herein: a) owners establish a shared parking agreement across the two lots, b) each tenant space to have a minimum of 15% office space with parking available for 25%, c) no industrial or heavy manufacturing uses, d) no outside storage, e) all activities must be contained inside the building, f) no businesses which generate loud noise, g) no tenants utilizing 18-wheel trucks, h) no emission of dust or other pollutants, i) no businesses which generate trash beyond what can be contained within the provided dumpster enclosure, j) no single CO can be issued which results in the warehouse use not meeting its minimum parking requirements for the office/warehouse building area that is remaining without a CO at the minimum weighted average ratio provided in the approved SUP; the property owner should provide a tally of the available parking spaces with each CO requested—as was presented by Staff was made by Commissioner Nuckels and seconded by Commissioner Ladner. The motion carried 6-1.

G.3 Hold a public hearing, deliberation, and possible action in regard to a request for a Specific Use Permit (SUP) for the Food Truck Park use in the Form District

F5H (F5H) zoning district for a property known as Original Town of Buda, Block 1, Lot 1-2, +/- 0.44 acres out of the S.V.R. Eggleston Survey, A-5, Section 3, City of Buda, Hays County, TX, located at 408 N. Main St, Buda, TX 78610 (SUP 23-09).

Planner Alejandro Hernández presented the item to the Commission. The applicant is requesting a Specific Use Permit (SUP) to allow the “Food Truck Park” use for a property in the Form District F5H (F5H) zoning district.

The proposed project would add 2 additional food trucks to a property, bringing the total up to 5. Staff recommended that the Commission recommend approval of the request with the conditions that 1) mobile food vendors are allowed to operate on the lot between the hours of 6:00am-10:00pm, allowing for later hours during special events/holidays, 2) a vehicle capable of moving any carts, trailers, or kitchens mounted on a chassis remain on the premises at all times, 3) electricity for mobile food vendors is not required to solely come from a generator, 4) food truck spacing between other trucks and structures be set to what the Buda Fire Department approves, 5) an existing business in a permanent structure with a Certificate of Occupancy (CO) is not required for mobile food vendors to operate, 6) loading and unloading on Main Street for businesses can be only up to 2 consecutive hours at a time.

Chair Jones had questions surrounding the process that single food trucks go through to get permits from the City. Assistant Development Services Director Will Parrish explained how while they still need to receive permits, they do not have to demonstrate their plans in the same way they would have to with this SUP. Chair Jones also had questions on how food trucks are examined to meet the character of the Historic Overlay (O-H) District. Mr. Parrish explained the City’s policy to not take food trucks before the Historic Preservation Commission to receive a Certificate of Appropriateness due to their temporary nature.

A motion to recommend approval of the SUP with conditions—that 1) mobile food vendors are allowed to operate on the lot between the hours of 6:00am-10:00pm, allowing for later hours during special events/holidays, 2) a vehicle capable of moving any carts, trailers, or kitchens mounted on a chassis remain on the premises at all times, 3) electricity for mobile food vendors is not required to solely come from a generator, 4) food truck spacing between other trucks and structures be set to what the Buda Fire Department approves, 5) an existing business in a permanent structure with a CO is not required for mobile food vendors to operate, 6) loading and unloading on Main Street for businesses can be only up to 2 consecutive hours at a time—as was presented by Staff was made by Commissioner Lander and seconded by Commissioner Jurika. The motion carried 7-0.

H. REGULAR AGENDA

H.1 Deliberation and possible action in regard to a request from LJA Engineering on behalf of 4550 FM 967, LTD for Subdivision Waivers to Section 2.07.01 Residential Dimensional Standards, and Section 3.05.8(D)1 Minimum Number of Access Points, for the proposed Kali Kate Preliminary Plat, being +/- 46.26 acres out

of the S.D. Gervais Survey No. 8, City of Buda, Hays County, Texas (PP 22-19). (Assistant Development Services Director Will Parrish)

H.2 Deliberation and possible action in regard to a request from LJA Engineering on behalf of 4550 FM 967, LTD for a Preliminary Plat for the proposed Kali Kate Preliminary Plat, being +/- 46.26 acres out of the S.D. Gervais Survey No. 8, City of Buda, Hays County, Texas (PP 22-19). (Assistant Development Services Director Will Parrish)

Commissioner Ladner recused himself from discussing and voting on items H.1 and H.2.

H.1 and H.2 were presented together but were voted on separately. Assistant Development Services Director Will Parrish presented the items to the Commission. The applicant is requesting a Subdivision Waiver from the minimum lot depth requirement of 100 feet that two proposed lots do not meet, as well as a Subdivision Waiver from the requirement of 2 access points for a subdivision between 0-149 lots. The applicant has also submitted a Preliminary Plat for review by the City that would create 80 lots that are generally 9000 square feet.

The new subdivision would be for a neighborhood called Kali Kate. All proposed lots are intended to have single-family residential uses for them. Staff recommended 1) approval of the request to modify the minimum access point requirements of § UDC-3.05.08D.1 under the condition that the proposed emergency access easement through Carpenter Hill Elementary School is granted by Hays CISD, 2) the finding that the request to waive dimensional standards per § UDC-2.07.01 for Lots 1 and 2, Block A does not provide the same benefit as the request to modify access requirements, though the proposed side loading of garages does mitigate potential adverse effects. Staff also recommended that should the Commission recommend approval of the Subdivision Waivers; the Commission should approve the Preliminary Plat with the condition that City Council also approves the Subdivision Waivers as submitted without modifications.

Chair Jones asked what the driveway spacing should be for two entrances for a Subdivision. Mr. Parrish detailed the Unified Development Code's (UDC) requirements of 200 feet. Following-up, Chair Jones also asked how far apart the new driveway would be from the Carpenter Hill Elementary School driveway would be. Mr. Parrish recollected that they would be 400 feet apart from each other. Chair Jones asked for more information on how the emergency access would be used in case of an emergency. Mr. Parrish detailed that if an emergency were to arise, the Buda Fire Department would open the gates for their own use and allow the main driveway to be used as an exit. Chair Jones expressed additional concerns on car stacking. Mr. Parrish explained how the proposal attempts to mitigate for this for cars exiting but relented that it remains a concern. Chair Jones asked if a deceleration/acceleration lane would be included in this proposal. The applicant explained that they will be providing a TxDOT approved deceleration lane. Chair Jones also had questions about the timing of public improvements and future residents moving in. Development Services Director/City Engineer Angela Kennedy explained the City's process of ensuring public improvements are adequate before building permits are released and well before Certificates of Occupancy (CO) are issued. Commissioner Jurika expressed her concerns with traffic at Moe & Gene Johnson High School due to the current design of the site.

A motion to recommend approval of the Subdivision Waivers with the condition that the proposed emergency access easement through Carpenter Hill Elementary School is granted by Hays CISD as was presented by Staff was made by Commissioner Jurika and seconded by Commissioner Gonzales. The motion carried 5-1.

A motion to approve the Preliminary Plat with the condition that City Council also approves the Subdivision Waivers as submitted without modifications as was presented by Staff was made by Vice Chair Nuckels and seconded by Commissioner Gonzales. The motion carried 5-1.

I. DEVELOPMENT SERVICES DIRECTOR REPORTS

Development Services Director/City Engineer Angela Kennedy reported on upcoming meetings, Buda Local Legends nominations for Buda's Birthday, the City's Black History Celebration, Buda's 2nd Annual Volunteer Fair, open applications for Buda Board and Commissions vacancies, the 2024 Eggstravaganza, and preparations for the Solar Eclipse.

J. COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

Chair Jones requested an update on the progress of the Mobile Food Vendor Ordinance rewrite.

K. ADJOURNMENT

A motion to adjourn the meeting was made by Commissioner Ladner and seconded by Commissioner Jurika. The meeting was adjourned at 7:42 pm.



Agenda Item Report

Legislative Board: Planning and Zoning Commission
Date: March 26, 2024
Contact: Tyler Frost, Planner I
Agenda Item ID / Number: 2024-239- / F.2

ITEM TITLE: Consideration and approval of the Final Plat of Sunfield Phase Five, Section Five, being +/- 41.413 acres out of the W. Porter Survey No. 6, Abstract No. 359, City of Buda ETJ, Hays County, TX (FP 21-11) (Planner Tyler Frost).

1. EXECUTIVE SUMMARY

This is the action item for considering approval of the Sunfield Phase Five, Section Five Subdivision Final Plat. The preliminary plat for Sunfield Phase 5 was approved on November 30, 2021.

2. BACKGROUND/HISTORY

This plat covers 41.413 acres and encompasses 109 lots, 104 of which are designated for single family residential use. The remaining lots are designated as lots for parkland, an amenity center, and as pedestrian easements. The residential lots in this section vary in size, ranging from 6,900 square feet to 18,617 square feet. The typical in-line lot in this section is approximately 7,200 square feet, or 60' by 120'. The lot and street layouts in this plat are largely consistent with the Sunfield Phase Five Preliminary Plat approved in November 2021.

Although this section is vested under a previous UDC, it has a connectivity ratio of 1.67, exceeding the City's current minimum requirement of 1.6. To ensure pedestrian connectivity, the plat features mid-block pedestrian crossings, which will improve the section's walkability over the 1.67 connectivity ratio which represents the roadway connectivity only.

Water service will be provided by Goforth Water Supply Company, and wastewater service will be provided by the Sunfield MUD No. 4.

Hays County has reviewed and approved the plat under the terms of the City's 1445 agreement with the County.

3. ANALYSIS

Staff recommends approval of the Sunfield Phase Five, Section Five Final Plat as submitted to staff.

Criteria for Approval

The following criteria shall be used by the Commission to determine whether the Application for a Final Plat shall be approved, approved with conditions, or denied:

1. With Prior Approved Preliminary Plat

- a. The Final Plat conforms to the approved Preliminary Plat except for minor amendments that

are authorized under 3.03.05.K. Amendments to Preliminary Plats Following Approval and that may be approved without the necessity of revising the approved Preliminary Plat;

This plat generally conforms to the Preliminary Plat approved by the Planning and Zoning Commission on November 30, 2021. Discrepancies between the two applications include Lot 503 on the Final Plat being redesignated as a "Park" lot instead of a Landscape Easement, the removal of a Landscape Easement along the northern frontage of Lot 504, and the inclusion of a Parking and Sidewalk Easement along the eastern frontage of Lot 504. Per UDC subsection 3.03.05.K, these are considered minor amendments to the Preliminary Plat and that can be included in the Final Plat without the necessity of re-approval of a Preliminary Plat.

b. All conditions imposed at the time of approval of the Preliminary Plat, as applicable, have been satisfied;

Preliminary Plat was approved without conditions on November 30, 2021.

c. The Construction Plans conform to the requirements of 3.04.01. Construction Plans and have been approved by the City Engineer;

The Construction Plans for Sunfield Phase 5 Section Five were reviewed by Freese and Nichols (FNI), and a recommendation letter of approval was issued by FNI on September 22, 2023. The plan set was signed and issued by City staff on November 3, 2023.

d. Where Public Improvements have been installed, the improvements conform to the approved Construction Plans and have been approved for acceptance by the City Engineer;

The Municipal Utility District (MUD) engineer that will be maintaining the streets and utilities has approved the plans and will accept the infrastructure.

e. Where the City Engineer has authorized Public Improvements to be deferred, an Improvement Agreement has been executed and submitted by the property owner in conformity with Subsection 3.04. Construction Plans and Procedures;

There is not an applicable Public Improvement Agreement.

e. The final layout of the Subdivision or development meets all standards for adequacy of public facilities contained in this UDC;

This lot within the ETJ meets the platting requirements.

f. The Plat conforms to design requirements and construction standards as set forth in the Engineering Criteria Manual; and

The plat meets this requirement.

g. The plat conforms to Director of Planning's subdivision Application checklists and UDC regulations.

This plat meets the checklist requirements.

4. FINANCIAL IMPACT

As this subdivision is in the Buda ETJ, the site does not generate property taxes or building permit fees. The subdivision will produce subdivision and construction plan review fees. Each new house in Sunfield generates a \$100 fee at its initial closing. The resident will likely generate sales taxes at city businesses after the project is completed.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Other

7. PROS AND CONS

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff recommends approval of the Sunfield Phase Five, Section Five Final Plat as submitted by the applicant.

Attachments:

[Hays County 1445 Approval Letter.pdf](#)

[FP 21-11 Sunfield 5-5 Plat.pdf](#)

[Sunfield Phase 5 Preliminary Plat - General Layout.pdf](#)



Hays County Development Services
2171 Yarrington Road, Ste 100, Kyle TX 78640
512-393-2150 / www.hayscountytexas.com

February 13th, 2024

Angela Kennedy
Director of Development Services
City of Buda

Re: Sunfield, Ph 5, Sec 5, Final (PLN-1858-NP)

Ms. Kennedy,

The Hays County Development Services staff has had an opportunity to review the aforementioned subdivisions for compliance with Hays County subdivision and development regulations. Hays County staff has no further review comments at this time.

Pursuant to the Interlocal Cooperation Agreement between Hays County and the City of Buda for subdivision regulation within the extraterritorial jurisdiction of the City of Buda, please move forward with Approval of the plat as submitted.

If you have any questions, please let me know.

Regards,

Marcus Pacheco

Marcus Pacheco
Director
Hays County Development Services

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

THAT SUNFIELD DEVELOPMENT LLC, LOCATED AT 16380 ADDISON ROAD, ADDISON, TEXAS 75001, ACTING HEREIN BY AND THROUGH THE UNDERSIGNED, AND OWNER OF 41.413 ACRES OF LAND, BEING A PORTION THOSE CERTAIN TRACTS AS CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. 21000103, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DOCUMENT NO. 2021000441, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE W. PORTER SURVEY NO. 6 ABSTRACT NO. 359, DOES HEREBY SUBDIVIDE SAID 41.413 ACRES OF LAND TO BE KNOWN AS SUNFIELD, PHASE FIVE, SECTION FIVE SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

SUNFIELD DEVELOPMENT LLC,
a Delaware limited liability company

IHP SF Investment LLC,
a Delaware limited liability company
Its Manager

By:_____

By:_____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS
CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE
INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS
CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,
ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

ON _____, 2023, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____ AND _____, WHO PROVED TO ME ON
THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES,
AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE
PERSONS 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)

I, ALICIA RAMIREZ, CITY CLERK OF THE CITY OF BUDA,
HEREBY CERTIFY THAT THE ABOVE FOREGOING PLAT
OF SUNFIELD PHASE FIVE SECTION FIVE WAS
APPROVED ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF BUDA, TEXAS ON THE _____ DAY OF _____,
20____. SAID ADDITION SHALL BE SUBJECT TO ALL
REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF BUDA.

WITNESS MY HAND THIS THE _____ DAY OF _____,
20____ A.D.

ALICIA RAMIREZ, TRMC, CPM
CITY OF BUDA CITY CLERK

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

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

ENGINEERED BY: _____
ROBERT B. WILLIAMS, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER No. 122115
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735

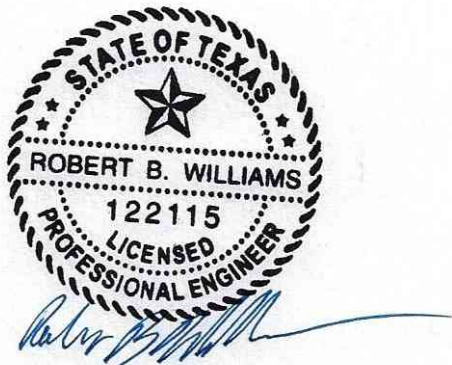
THIS SUBDIVISION LIES WITHIN ZONE AE AND ZONE X ACCORDING TO THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 48209C0285F, REVISED 9/2/2005.

ROBERT B. WILLIAMS, P.E. _____ DATE
REGISTERED PROFESSIONAL ENGINEER No. 122115
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735

I JOHN G. MOSIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY
THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF
THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER
MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE _____ DAY OF _____.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166



UTILITY PROVIDERS:

WATER: GOFORTH WATER SUPPLY CORPORATION
WASTEWATER: SUNFIELD MUD NO. 4
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE

OWNER:
SUNFIELD DEVELOPMENT LLC.
BY: IHP SF INVESTMENT LLC
16380 ADDISON ROAD, ADDISON TEXAS 75001
PH: (972) 380-5900 FAX: (972) 380-5960
CONTACT: BRUCE D. BROWNE

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735
TBPE FIRM REGISTRATION NO. F-928
PH: (737) 241-9084
CONTACT: ROBERT B. WILLIAMS, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
TBPLS FIRM REGISTRATION NO. 10193973
PH: (210) 541-9166 FAX: (210) 541-8699
CONTACT: JOHN G. MOSIER, R.P.L.S.

TOTAL ACRES: 41.413
TOTAL NUMBER OF LOTS: 109
NUMBER OF BLOCK: 7

TOTAL LINEAR FEET OF ALL STREETS: 5,908 L.F.
CONNECTIVITY INDEX: 1.67
CONNECTION TO EX STREETS: 2
STUB STREETS: 4
SUBMITTAL DATE: 6/27/2022.

41.413 ACRE TRACT OF LAND SITUATED IN THE W.
PORTER SURVEY No. 6, ABSTRACT No. 359, CITY OF
BUDA E.T.J. HAYS COUNTY, TEXAS.

RIGHT-OF-WAY: 6.982 AC
SINGLE FAMILY LOTS: 20.728 AC
WATER QUALITY/DETENTION POND/
DRAINAGE/PARK/DRAINAGE/ UTILITY/PEDESTRIAN
ACCESS/AMENITY CENTER/LOTS: 13.703 AC

NUMBER OF WATER QUALITY/DETENTION
POND/DRAINAGE/PARK/DRAINAGE/
UTILITY/PEDESTRIAN ACCESS/OPEN SPACE/AMENITY
CENTER LOTS: 5
NUMBER OF RESIDENTIAL LOTS: 104

EASEMENTS: ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE
THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING,
FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH
IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION,
MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY
OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT OR FILED
BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY;
AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT
AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID
EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION,
INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING
ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY
AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS
SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE
TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE
RESPONSIBILITY TO REPLACE THEM.

FINAL PLAT
SUNFIELD PHASE FIVE, SECTION FIVE
41.413 ACRE (1,803,945 SQUARE FEET) TRACT OF LAND
SITUATED IN THE W. PORTER SURVEY No. 6, ABSTRACT No.
359, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS.

GENERAL NOTES:

- ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO CITY OF BUDA STANDARDS, TO BE MAINTAINED BY SUNFIELD MUD #4, AND IN NO CASE SHALL THEY BE CONSTRUCTED TO A STANDARD LESS THAN CITY OF BUDA STANDARDS.
- THIS SECTION IS LOCATED IN THE ONION CREEK AND PLUM CREEK WATERSHEDS, WHICH IS CLASSIFIED AS SUBURBAN, AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE WASTEWATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN COMPLIANCE WITH CITY OF BUDA DESIGN AND CONSTRUCTION STANDARDS, AS REQUIRED IN SECTION III, A OF THE HB1445 INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND CITY OF BUDA, IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PLANS AND SPECIFICATIONS AND IN ACCORDANCE WITH THE SUNFIELD M.U.D. No. 4 STANDARDS. THE WATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN COMPLIANCE WITH THE CITY OF BUDA DESIGN AND CONSTRUCTION STANDARDS, AS REQUIRED IN SECTION III, A OF THE HB1445 INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND CITY OF BUDA, IN ACCORDANCE WITH GOFORTH WATER SUPPLY CORPORATION STANDARDS AND IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PLANS AND SPECIFICATIONS. IN THE EVENT ANY STANDARD OR SPECIFICATION APPLICABLE TO THE WASTEWATER SYSTEM OR WATER SYSTEM CONFLICTS WITH ANOTHER APPLICABLE STANDARD OR SPECIFICATION, THE MORE STRINGENT STANDARD OR SPECIFICATION SHALL APPLY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF BUDA FOR APPROVAL.
- PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF BUDA FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE, ARE RECORDED IN VOLUME 3341, PAGE 143-221 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF BUDA STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT, AND WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. No. 4. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. INTERNAL STREETS ARE LISTED IN THE STREET STANDARD CHART.
- THE PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP ANY EASEMENTS CLEAR. PEDERNALES ELECTRIC COOPERATIVE, INC. WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. PEDERNALES ELECTRIC COOPERATIVE, INC. WORK SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- ALL DRAINAGE EASEMENTS, ON PRIVATE PROPERTY, SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PRIOR TO THE RECORDING OF THIS FINAL PLAT, FISCAL SURETY SHALL BE PROVIDED FOR THE FOLLOWING IMPROVEMENTS:
 - STREET CONSTRUCTION AND RELATED INFRASTRUCTURE, INCLUDING PAVING, DRAINAGE, SIDEWALK, WATER SUPPLY AND WASTEWATER COLLECTION FOR THE FOLLOWING STREET: GINGER STREET, LOST TREE DRIVE, DIAMONDLEAF DRIVE, KAPOK STREET, BEGONIA STREET.
 - ENVIRONMENTAL AND SAFETY CONTROLS AND OTHER RELATED: TERMS (E.G. EROSION AND SEDIMENTATION CONTROLS, RESTORATION CHANNEL WORK, PIPE IN EASEMENTS, DETENTION, WATER QUALITY POND, ETC.) AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE RESTORATION COST WILL BE BASED ON DISTURBED AREA INCLUDING THE FOLLOWING STREETS: GINGER STREET, LOST TREE DRIVE, DIAMONDLEAF DRIVE, KAPOK STREET, BEGONIA STREET.
- THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 25-8 OF THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- ALL FIFTEEN FOOT (15') DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT.
- PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- THIS SITE IS NOT LOCATED WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER NOR THE EDWARDS AQUIFER RECHARGE ZONE.
- A TEN FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS a) A PERMIT FOR USE OF THE SUNFIELD MUD #4 ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 9 SECTION 9.6 OF THE 2004 CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- CITY OF BUDA SINGLE FAMILY PARKLAND REQUIREMENTS: 1 ACRE / 50 DWELLING UNITS. TOTAL PARKLAND AREA PROVIDED FOR THIS SECTION = 13.645 ACRES. LOTS DEDICATED AS PARKLAND BY THIS SECTION ARE LOTS 500,501,503 & A PORTION OF 504. TOTAL PARKLAND DEDICATION REQUIRED FOR PHASES 1 THROUGH 4 = 75.58 ACRES. TOTAL PARKLAND PROVIDED BY PHASES 1 THROUGH 4 = 78.31 ACRES.
- ALL PARKS, MEDIAN LOTS, PEDESTRIAN AND LANDSCAPE EASEMENT LOTS WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. No. 4.
- SUNFIELD PHASE FIVE, SECTION FIVE IS LOCATED WITHIN THE HAYS CONSOLIDATED ISD, ESD #8, AND ESD #2.
- PEDERNALES ELECTRIC COOPERATIVE TO PROVIDE ELECTRIC UTILITY.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PREDEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725.3.02.
- THE SUBJECT TRACT IS NOT SUBJECT TO THE TCEQ EDWARDS AQUIFER REGULATIONS IN 30 TAC §213, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705.5.03.
- ALL PROPOSED ROADWAYS WILL BE DEDICATED TO SUNFIELD M.U.D. No. 4.
- THIS SITE IS WITHIN THE PLUM CREEK CONSERVATION DISTRICT.
- THIS PROJECT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
- THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON NOVEMBER 30, 2021.
- BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE 2004 CITY OF BUDA UNIFIED DEVELOPMENT CODE AND SUBSEQUENT AGREEMENTS BETWEEN THE CITY OF BUDA AND SUNFIELD MUDDS.
- NO STRUCTURE (OTHER THAN THE RETAINING WALL), SWIMMING POOL, LANDSCAPING, OR ANY OTHER FEATURE WHICH ADDS LOAD TO THE RETAINING WALL, SHALL BE CONSTRUCTED WITHIN THE NO-BUILDING ZONE.
- THE HAYS COUNTY FLOOD PLAIN INFORMATION SHOWN ON THIS DRAWING IS BASED ON SHAPEFILES OF THE "BEST AVAILABLE FLOOD PLAIN" FROM THE HAYS COUNTY GIS DATABASE AVAILABLE AT THIS LINK: <https://hays-county-haysgis.hub.arcgis.com/datasets/best-available-floodplain/explore?location=30.044118%2C-98.002730%2C11.06>
- NO EXCAVATION DEEPER THAN 2' SHALL BE ALLOWED WITHIN THE RETAINING WALL BACK FILL ZONE FOR ANY STRUCTURE, LANDSCAPING, PLANT OR TREE. FOR LOTS DENOTED WITH AN ASTERISK (*), NO STRUCTURE, SWIMMING POOL, LANDSCAPING, OR ANY OTHER FEATURE THAT ADDS LOAD TO THE RETAINING WALL, SHALL BE CONSTRUCTED WITHIN THE SURCHARGE ZONE (1.5 x WALL HEIGHT) WITHOUT SPECIAL DESIGN TO BE FULLY SELF SUPPORTING. SEE RETAINING WALL DETAILS BY JORDAN CONSULTING ENGINEERS, INC. DATED JULY 18, 2023, FOR ADDITIONAL DETAILS. CONTACT SUNFIELD MUD 4 AT (972) 788-1600 FOR PLANS.

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT,
HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY
REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS
COUNTY AND THE CITY OF BUDA FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF BUDA.

MARCUS PACHECO, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES.

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED
FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20____, AT
O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN
INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____,
A.D. 20____.

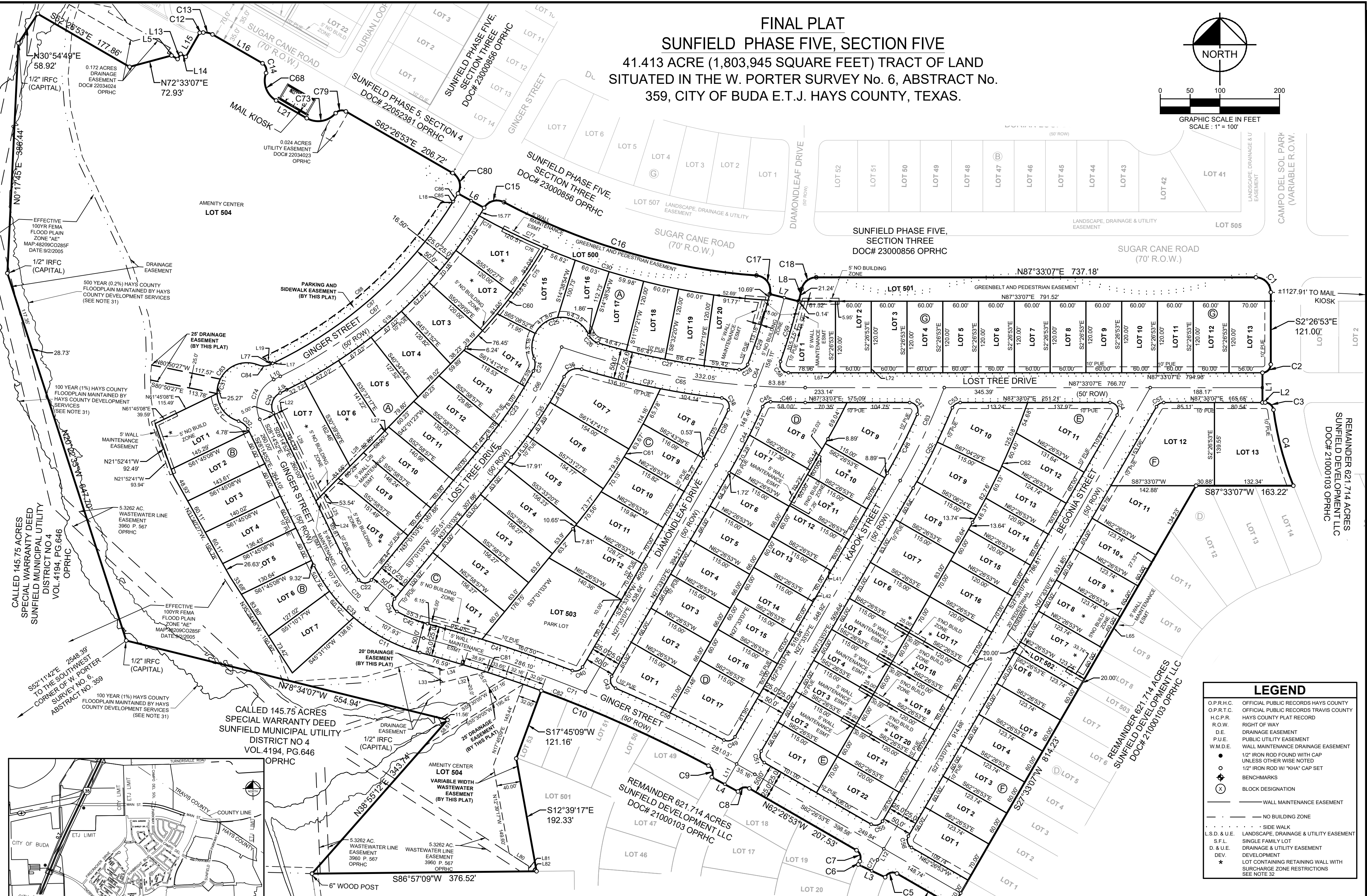
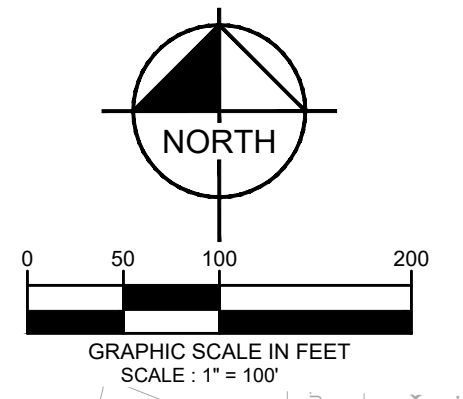
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
San Antonio, Texas 78216 TBPLS FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	1/25/24	064404158	1 OF 3

FINAL PLAT
SUNFIELD PHASE FIVE, SECTION FIVE
41.413 ACRE (1,803,945 SQUARE FEET) TRACT OF LAND
SITUATED IN THE W. PORTER SURVEY No. 6, ABSTRACT No.
359, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS.



LEGEND	
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
H.C.P.R.	HAYS COUNTY PLAT RECORD
R.O.W.	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
W.M.D.E.	WALL MAINTENANCE DRAINAGE EASEMENT
●	1/2" IRON ROD FOUND WITH CAP
○	UNLESS OTHERWISE NOTED
⊕	1/2" IRON ROD W/ "KHA" CAP SET
⊗	BENCHMARK
⊙	BLOCK DESIGNATION
---	WALL MAINTENANCE EASEMENT
- - -	NO BUILDING ZONE
...	SIDE WALK
L.S.D. & U.E.	LANDSCAPE, DRAINAGE & UTILITY EASEMENT
S.F.L.	SINGLE FAMILY LOT
D. & U.E.	DRAINAGE & UTILITY EASEMENT
DEV.	DEVELOPMENT
*	LOT CONTAINING RETAINING WALL WITH SURCHARGE ZONE RESTRICTIONS SEE NOTE 32

- SURVEYOR'S NOTES:
- All corners of the platted lots in the subdivision will be monumented with 1/2-inch iron rods with a plastic cap stamped "KHA" after construction and prior to lot sales, unless otherwise noted.
 - The bearings shown hereon are based on the Texas State Plane Coordinate System Surface, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99998. The unit of linear measurement is U.S. Survey Feet.

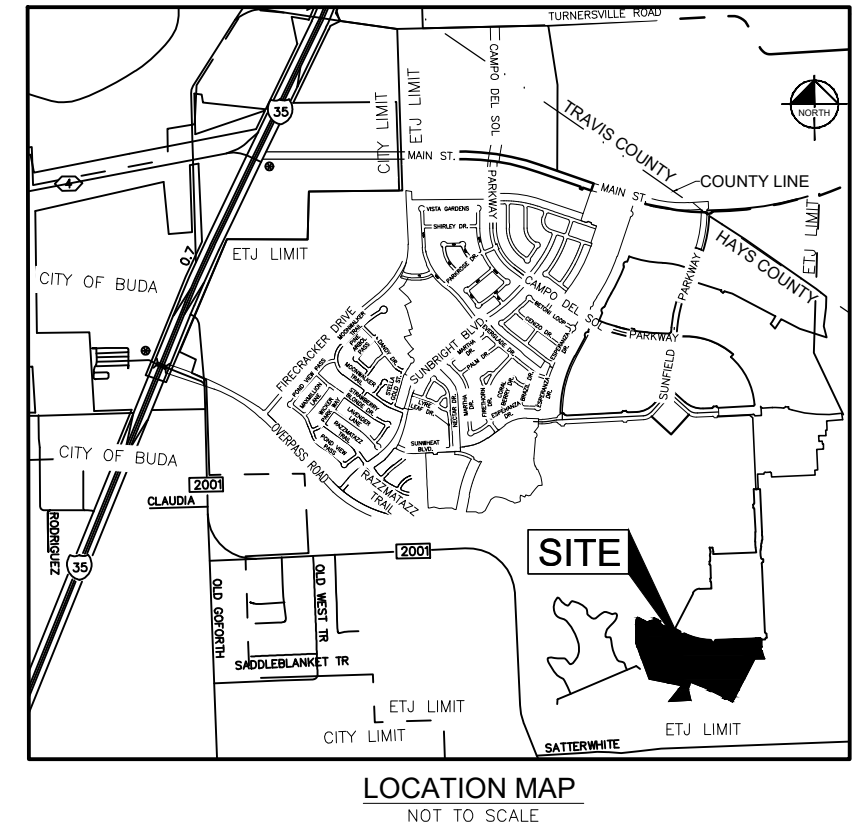
Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216

TBP FIRM # 928
TBPLS FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	1/25/24	064404158	2 OF 3



FINAL PLAT

SUNFIELD PHASE FIVE, SECTION FIVE

41.413 ACRE (1,803,945 SQUARE FEET) TRACT OF LAND

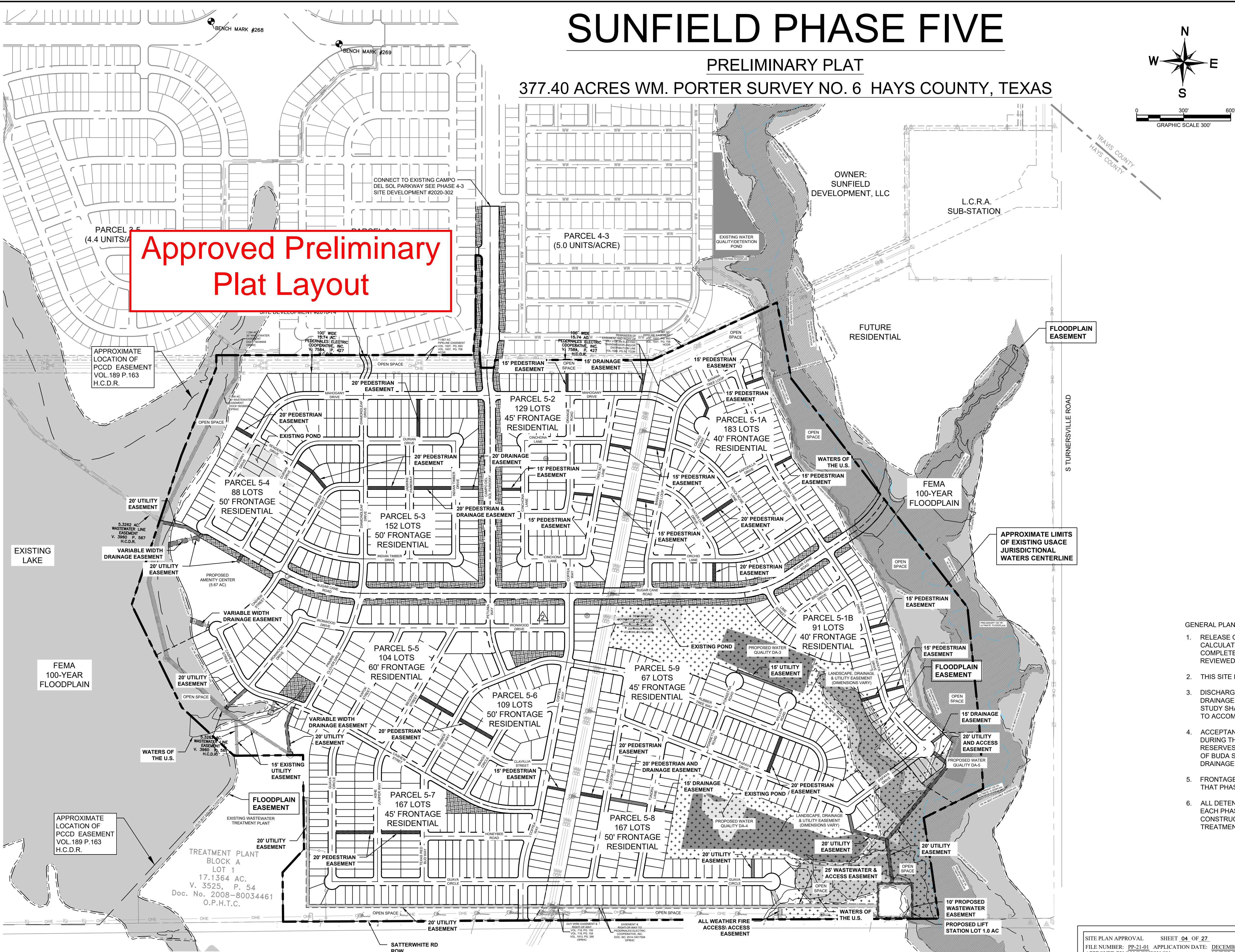
SITUATED IN THE W. PORTER SURVEY No. 6, ABSTRACT No.

359, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS.

LOT TABLE BLOCK "A"				LOT TABLE BLOCK "B"				LOT TABLE BLOCK "D"				LOT TABLE BLOCK "E"				LOT TABLE BLOCK "F"				LOT TABLE BLOCK "G"					
LOT NO.	ACRES	SQ. FT.	LOT TYP.	LOT NO.	ACRES	SQ. FT.	LOT TYP.	LOT NO.	ACRES	SQ. FT.	LOT TYP.	LOT NO.	ACRES	SQ. FT.	LOT TYP.	LOT NO.	ACRES	SQ. FT.	LOT TYP.	LOT NO.	ACRES	SQ. FT.	LOT TYP.		
1	0.220	9,596	DEV.	1	0.232	10,107	DEV.	1	0.198	8,615	DEV.	1	0.184	8,008	DEV.	1	0.198	8,620	DEV.	1	0.215	9,381	DEV.		
2	0.208	9,073	DEV.	2	0.200	8,714	DEV.	2	0.174	7,590	DEV.	2	0.158	6,900	DEV.	2	0.170	7,424	DEV.	2	0.165	7,200	DEV.		
3	0.199	8,676	DEV.	3	0.195	8,509	DEV.	3	0.174	7,590	DEV.	3	0.158	6,900	DEV.	3	0.170	7,424	DEV.	3	0.165	7,200	DEV.		
4	0.205	8,944	DEV.	4	0.190	8,293	DEV.	4	0.174	7,590	DEV.	4	0.158	6,900	DEV.	4	0.170	7,424	DEV.	4	0.165	7,200	DEV.		
5	0.224	9,740	DEV.	5	0.185	8,041	DEV.	5	0.174	7,590	DEV.	5	0.158	6,900	DEV.	5	0.170	7,424	DEV.	5	0.165	7,200	DEV.		
6	0.255	11,122	DEV.	6	0.210	9,158	DEV.	6	0.174	7,590	DEV.	6	0.185	8,050	DEV.	6	0.170	7,424	DEV.	6	0.165	7,200	DEV.		
7	0.294	12,811	DEV.	7	0.201	8,747	DEV.	7	0.187	8,132	DEV.	7	0.219	9,545	DEV.	7	0.170	7,424	DEV.	7	0.165	7,200	DEV.		
8	0.309	13,464	DEV.	LOT TABLE BLOCK "C"	LOT NO.	ACRES	SQ. FT.	LOT TYP.	8	0.263	11,466	DEV.	8	0.195	8,478	DEV.	8	0.170	7,424	DEV.	8	0.165	7,200	DEV.	
9	0.205	8,932	DEV.						9	0.287	12,508	DEV.	9	0.208	9,059	DEV.	9	0.170	7,424	DEV.	9	0.165	7,200	DEV.	
10	0.198	8,617	DEV.						10	0.158	6,900	DEV.	10	0.260	11,340	DEV.	10	0.170	7,424	DEV.	10	0.165	7,200	DEV.	
11	0.191	8,301	DEV.						11	0.158	6,900	DEV.	11	0.296	12,892	DEV.	11	0.280	12,189	DEV.	11	0.165	7,200	DEV.	
12	0.183	7,981	DEV.						12	0.158	6,900	DEV.	12	0.176	7,676	DEV.	12	0.427	18,617	DEV.	12	0.165	7,200	DEV.	
13	0.196	8,544	DEV.						13	0.158	6,900	DEV.	13	0.169	7,354	DEV.	LANDSCAPE, DRAINAGE, PEDESTRIAN, UTILITY EASEMENT AND PARK LOT	LOT NO.	ACRES	SQ. FT.	LOT TYPE	500	0.455	19,810	GREENBELT AND PEDESTRIAN ESMT.
14	0.189	8,215	DEV.						14	0.158	6,900	DEV.	14	0.166	7,214	DEV.									
15	0.224	9,777	DEV.						15	0.158	6,900	DEV.	15	0.165	7,200	DEV.									
16	0.137	5,947	DEV.						16	0.158	6,900	DEV.	16	0.193	8,400	DEV.									
17	0.173	7,538	DEV.						17	0.158	6,900	DEV.	17	0.193	8,400	DEV.									
18	0.174	7,588	DEV.						18	0.165	7,200	DEV.	18	0.165	7,200	DEV.									
19	0.174	7,588	DEV.						19	0.165	7,200	DEV.	19	0.165	7,200	DEV.									
20	0.226	9,830	DEV.						20	0.165	7,200	DEV.	20	0.165	7,200	DEV.									
									21	0.165	7,200	DEV.	21	0.165	7,200	DEV.									
									22	0.192	8,358	DEV.	22	0.192	8,358	DEV.									

CURVE TABLE						CURVE TABLE						CURVE TABLE																																																																																															
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD																																																																																										
C1	90°00'00"	25.00'	39.27'	S47°26'53"E	35.36'	C41	6°24'28"	2285.00'	255.54'	N74°30'49"W	255.41'	C81	5°28'12"	2235.00'	213.37'	N74°58'57"W	213.29'																																																																																										
C2	90°00'00"	14.00'	21.99'	S42°33'07"W	19.80'	C42	14°05'00"	225.00'	55.31'	S70°40'32"E	55.17'	C82	13°21'21"	2235.00'	520.99'	N71°02'22"W	519.81'																																																																																										
C3	82°32'00"	14.00'	20.17'	S51°10'53"E	18.47'	C43	96°53'57"	14.00'	23.68'	S20°53'51"E	20.95'	C83	114°30'51"	50.00'	99.93'	S52°41'06"W	84.11'																																																																																										
C4	14°24'26"	525.00'	132.01'	S17°07'06"E	131.67'	C44	6°19'52"	1125.00'	124.31'	N24°23'11"E	124.25'	C84	48°11'23"	25.00'	21.03'	N85°50'50"E	20.41'																																																																																										
C5	94°45'13"	14.00'	23.15'	S70°10'30"W	20.60'	C45	68°55'02"	14.00'	16.84'	S55°40'46"W	15.84'	C85	58°31'10"	3.00'	3.06'	N58°47'31"E	2.93'																																																																																										
C6	1°17'05"	275.00'	6.17'	N23°26'27"E	6.17'	C46	2°35'10"	1285.00'	58.00'	N88°50'42"E	58.00'	C86	1°15'29"	725.00'	15.92'	N28°43'37"E	15.92'																																																																																										
C7	86°31'52"	14.00'	21.14'	N19°10'57"W	19.19'	C47	113°49'43"	14.00'	27.81'	N35°32'00"W	23.46'	C87	32°23'47"	725.00'	409.93'	N45°33'15"E	404.49'																																																																																										
C8	90°00'00"	14.00'	21.99'	S72°33'07"W	19.80'	C48	6°10'17"	1030.00'	110.94'	N24°27'58"E	110.89'	C88	32°28'04"	708.50'	401.49'	N46°32'31"E	396.14'																																																																																										
C9	91°54'49"	14.00'	22.46'	N18°24'17"W	20.13'	C49	88°09'05"	14.00'	21.54'	N71°37'40"E	19.48'	<div>LINE TABLE</div> <table><tr><th>NO.</th><th>BEARING</th><th>LENGTH</th></tr><tr><td>L1</td><td>S02°26'53"E</td><td>50.00'</td></tr><tr><td>L2</td><td>N87°33'07"E</td><td>4.57'</td></tr><tr><td>L3</td><td>N67°12'06"W</td><td>50.00'</td></tr><tr><td>L4</td><td>N63°52'01"W</td><td>50.02'</td></tr><tr><td>L5</td><td>N62°26'53"W</td><td>11.72'</td></tr><tr><td>L6</td><td>S63°41'08"E</td><td>50.02'</td></tr><tr><td>L7</td><td>S78°18'51"E</td><td>50.00'</td></tr><tr><td>L8</td><td>N11°08'29"E</td><td>21.38'</td></tr><tr><td>L9</td><td>S61°45'08"W</td><td>12.29'</td></tr><tr><td>L10</td><td>S61°45'08"W</td><td>12.29'</td></tr><tr><td>L11</td><td>S27°33'07"W</td><td>39.21'</td></tr><tr><td>L12</td><td>S27°33'07"W</td><td>21.51'</td></tr><tr><td>L13</td><td>S27°33'07"W</td><td>10.00'</td></tr><tr><td>L14</td><td>N62°26'53"W</td><td>10.00'</td></tr><tr><td>L15</td><td>S27°33'07"W</td><td>46.70'</td></tr><tr><td>L16</td><td>N62°26'53"W</td><td>96.87'</td></tr><tr><td>L17</td><td>N61°45'08"E</td><td>2.14'</td></tr><tr><td>L21</td><td>N62°26'51"W</td><td>59.27'</td></tr><tr><td>L22</td><td>N61°45'08"E</td><td>10.00'</td></tr><tr><td>L23</td><td>N28°14'52"W</td><td>196.27'</td></tr><tr><td>L24</td><td>S61°45'08"W</td><td>10.00'</td></tr><tr><td>L25</td><td>S28°14'52"E</td><td>35.49'</td></tr><tr><td>L26</td><td>S43°01'18"W</td><td>150.85'</td></tr><tr><td>L27</td><td>S51°12'47"E</td><td>15.28'</td></tr><tr><td>L28</td><td>N40°59'39"E</td><td>146.40'</td></tr><tr><td>L29</td><td>S28°14'52"E</td><td>150.16'</td></tr><tr><td>L32</td><td>N73°52'09"E</td><td>79.06'</td></tr><tr><td>L33</td><td>N04°10'57"W</td><td>20.44'</td></tr><tr><td>L34</td><td>S73°52'09"W</td><td>41.38'</td></tr></table>						NO.	BEARING	LENGTH	L1	S02°26'53"E	50.00'	L2	N87°33'07"E	4.57'	L3	N67°12'06"W	50.00'	L4	N63°52'01"W	50.02'	L5	N62°26'53"W	11.72'	L6	S63°41'08"E	50.02'	L7	S78°18'51"E	50.00'	L8	N11°08'29"E	21.38'	L9	S61°45'08"W	12.29'	L10	S61°45'08"W	12.29'	L11	S27°33'07"W	39.21'	L12	S27°33'07"W	21.51'	L13	S27°33'07"W	10.00'	L14	N62°26'53"W	10.00'	L15	S27°33'07"W	46.70'	L16	N62°26'53"W	96.87'	L17	N61°45'08"E	2.14'	L21	N62°26'51"W	59.27'	L22	N61°45'08"E	10.00'	L23	N28°14'52"W	196.27'	L24	S61°45'08"W	10.00'	L25	S28°14'52"E	35.49'	L26	S43°01'18"W	150.85'	L27	S51°12'47"E	15.28'	L28	N40°59'39"E	146.40'	L29	S28°14'52"E	150.16'	L32	N73°52'09"E	79.06'	L33	N04°10'57"W	20.44'	L34	S73°52'09"W	41.38'
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C10	7°53'09"	2235.00'	307.62'	N68°18'16"W	307.37'	C50	5°03'02"	2285.00'	201.42'	N66°49'19"W	201.36'																																																																																																
C11	26°21'47"	275.00'	126.53'	S64°32'09"E	125.42'	C51	90°00'00"	14.00'	21.99'	S17°26'53"E	19.80'																																																																																																
C12	6°52'12"	50.00'	6.00'	N84°07'01"E	5.99'	C52	7°57'49"	1080.00'	150.11'	N23°34'13"E	149.99'																																																																																																
C13	36°52'12"	25.00'	16.09'	N80°52'59"W	15.81'	C53	67°57'49"	14.00'	16.61'	S53°34'11"W	15.65'																																																																																																
C14	79°36'21"	13.50'	18.76'	N22°38'42"W	17.28'	C54	120°00'00"	14.00'	29.32'	N32°26'53"W	24.25'																																																																																																
C15	87°35'36"	25.00'	38.22'	N71°46'46"E	34.61'	C55	90°00'00"	14.00'	21.99'	N72°33'07"E	19.80'																																																																																																
C16	23°39'58"	1075.00'	444.03'	S76°15'25"E	440.88'	C56	90°00'00"	14.00'	21.99'	S17°26'53"E	19.80'																																																																																																
C17	99°46'33"	25.00'	43.54'	S38°12'08"E	38.24'	C57	60°00'00"	14.00'	14.66'	S57°33'07"W	14.00'																																																																																																
C18	76°57'17"	25.00'	33.58'	N49°04'28"E	31.11'	C58	109°31'11"	14.00'	26.76'	S37°41'17"E	22.87'																																																																																																
C19	33°46'10"	775.00'	456.78'	N44°52'03"E	450.19'	C59	5°23'10"	1125.00'	105.75'	N14°22'43"E	105.71'																																																																																																
C20	90°00'00"	25.00'	39.27'	S16°45'08"W	35.36'	C60	13°35'32"	895.00'	212.32'	N35°13'37"E	211.82'																																																																																																
C21	14°05'00"	225.00'	55.31'	S35°17'22"E	55.17'	C61	14°57'13"	1065.00'	277.95'	N29°32'26"E	277.17'																																																																																																
C22	100°39'05"	14.00'	24.59'	N87°20'36"E	21.55'	C62	10°37'26"	1195.00'	221.58'	N22°14'24"E	221.26'																																																																																																
C23	11°07'31"	701.24'	136.16'	N31°27'17"E	135.95'	C63	9°23'03"	1055.00'	172.79'	N22°51'35"E	172.60'																																																																																																
C24	50°30'59"	25.00'	22.04'	N00°38'02"E	21.33'	C64	15°51'58"	1100.00'	304.61'	N19°37'08"E	303.64'																																																																																																
C25	177°59'43"	50.00'	155.33'	S64°22'25"W	99.98'	C65	18°54'49"	1260.00'	415.93'	S82°59'29"E	414.04'																																																																																																
C26	49°30'00"	25.00'	21.60'	S51°22'44"E	20.93'	C66	15°41'49"	726.24'	198.96'	N29°10'08"E	198.34'																																																																																																
C27	11°10'22"	1235.00'	240.83'	S81°42'54"E	240.44'	C67	33°42'50"	750.00'	441.31'	S44°53'43"W	434.97'																																																																																																
C28	74°24'39"	14.00'	18.18'	N55°29'35"E	16.93'	C68	79°19'12"	38.50'	53.30'	S22°30'08"E	49.14'																																																																																																
C29	6°36'07"	1075.00'	123.87'	N14°59'12"E	123.80'	C69	10°42'56"	890.00'	166.45'	N34°09'23"E	166.21'																																																																																																
C30	26°09'44"	1115.00'	509.13'	S76°10'45"E	504.72'	C70	49°28'11"	250.00'	215.85'	S52°58'57"E	209.21'																																																																																																
C31	186°22'46"	50.00'	162.65'	S16°45'08"W	99.85'	C71	15°16'10"	2260.00'	602.29'	S70°04'58"E	600.51'																																																																																																
C32	48°11'23"	25.00'	21.03'	N52°20'33"W	20.41'	C72	4°45'13"	250.00'	20.74'	S25°10'30"W	20.74'																																																																																																
C33	49°28'11"	275.00'	237.44'	S52°58'57"E	230.13'	C73	79°36'21"	38.50'	53.49'	N77°44'56"E	49.29'																																																																																																
C34	100°39'05"	14.00'	24.59'	S13°18'30"E	21.55'	C74	90°00'00"	50.00'	78.54'	S16°45'08"W	70.71'																																																																																																
C35	12°21'10"	751.24'	161.97'	N30°50'28"E	161.65'	C75	11°26'54"	900.00'	179.83'	N33°47'24"E	179.53'																																																																																																
C36	79°50'48"	25.00'	34.84'	S64°35'17"W	32.09'	C76	3°35'10"	1120.00'	70.10'	S67°12'14"E	70.09'																																																																																																
C37	10°42'43"	1285.00'	240.24'	S80°50'41"E	239.89'	C77	4°10'28"	1110.00'	80.87'	S67°29'53"E	80.86'																																																																																																
C38	108°53'58"	14.00'	26.61'	N31°45'03"W	22.78'	C78	2°18'46"	1115.00'	45.01'	S64°15'16"E	45.00'																																																																																																
C39	4°51'11"	1075.00'	91.05'	N25°07'31"E	91.03'	C79	79°36'21"	13.50'	18.76'	S77°44'56"W	17.28'																																																																																																
C40	81°08'18"	14.00'	19.83'	N68°07'16"E	18.21'	C80	90°33'26"	25.00'	39.51'	N17°10'51"W	35.53'																																																																																																

Plotted By: Davis, Ashley Date: November 03, 2021 11:15:27am File Path: K:\SAU_Civil\064404042 Sunfield Phase 5\04a Phase 5 Preliminary Plan\Sheets\OVERALL PLAN.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any part of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





Agenda Item Report

Legislative Board: Planning and Zoning Commission
Date: March 26, 2024
Contact: Tyler Frost, Planner I
Agenda Item ID / Number: 2024-237- / G.1

ITEM TITLE: Consideration and possible action regarding a request for Alternative Compliance to allow the grouping of required Perimeter Landscaping trees in accordance with UDC subsection 2.09.01.E.2 for the property known as Carpenter Hill Section 1A, Block B, Lot 1A, located at the northwest corner of FM 967 and Carpenter Hill Drive (AC 24-01) (Planner Tyler Frost).

1. EXECUTIVE SUMMARY

This is the action item regarding an Alternative Compliance request to the perimeter landscaping requirements of UDC subsection 2.09.01.A.1. In accordance with UDC subsection 2.09.01.E.2, an applicant may request Alternative Compliance, subject to approval by the Planning and Zoning Commission, to the perimeter landscaping requirements by grouping the required landscaping into one or two areas.

Exhibits showing the landscaping plan from the approved Site Plan (Exhibit 1) and the proposed Alternative Compliance approach (Exhibit 2) have been included following this staff report.

2. BACKGROUND/HISTORY

This project dates back to 2021 when staff received a Site Plan application (Project #2021-122) for the development of a commercial office building for the property located at the northwest corner of FM 967 and Carpenter Hill Drive, platted as Carpenter Hill Section 1A, Block B, Lot 1A. Staff review of the Site Plan was completed in November 2021 and the permit was issued on April 25, 2022 with construction beginning shortly after.

Planning and Engineering staff inspected the site for completion and conformance to the approved Site Plan on February 8, 2024. During the site inspection, it was determined that the row of trees along FM 967 that was approved with the Site Plan were clustered toward the southwest corner of the site and not in line as required by the UDC. Additionally, the majority of the trees throughout the entire site were planted at a caliper size of less than 2 inches, which is smaller than the 4 inch trees that were proposed with the approved Site Plan, with some of them appearing to be a different species as well.

Following discussions between staff and the owner and contractors, staff directed them toward a request for Alternative Compliance to potentially allow for the grouping of the trees along FM 967. It was stated by the owner that the desire to group the trees along FM 967 is to provide for visibility of the monument sign (shown in Exhibit 2), located between the building and FM 967, which was permitted and constructed with this development.

3. ANALYSIS

UDC subsection 2.09.01.A.1 outlines the requirements for perimeter landscaping for all nonresidential developments. For this project, the UDC requires a 10 foot wide perimeter landscaping strip along the portion of the site that fronts to FM 967 and a 5 foot strip for the portion along Carpenter Hill Drive. Plantings within the perimeter landscaping area are required to include at least one shade tree for every 40 feet of frontage, as well as complete coverage of natural landscape

materials provided with shrubs, groundcover, or ornamental grasses with a rock or mulch base. The landscaping plan from the approved Site Plan (Exhibit 1) meets the requirements of the UDC.

UDC subsection 2.09.01.E details the Alternative Compliance Option specifically regarding landscaping. This section outlines two options for requesting Alternative Compliance: 1) Minor reductions of the Perimeter Landscaping and Buffers, and 2) Grouping of All Required Landscaping within One or Two areas; the applicant has chosen to pursue the latter.

The UDC further describes requirements in requesting Grouping of All Required Landscaping within One or Two Areas; these are:

- a) In order to provide flexibility in site design, an Applicant may request Alternative Compliance to group all required landscaping (e.g. the landscape buffer and parking lot landscaping) into one or two areas.
- b) In order to offset the movement of landscaping from its original required location, an additional twenty-five (25) percent of the total landscaped area will be required. For example, if 1,000 square feet of total landscaping was required, then 1,250 square feet would be required to meet the grouping option.
- c) In addition to the twenty-five (25) percent increase in total landscape area, the grouped landscaping shall be located either in the front yard or area visible from the street.

In this case, the applicant is not requesting to group all of the required landscaping throughout the entire site, but specifically the shade trees planted along FM 967. Additionally, the applicant is wanting to shift the location of the trees along Carpenter Hill Drive slightly west, due to the fact that the original landscaping plans were approved in a location that conflicts with underground utility lines.

In regard to requirement **b)** above, the Perimeter Landscaping regulations of the UDC do not require a specific square footage of landscaping along the perimeter. However, Internal Landscaping (meaning landscaping required within the paved boundaries of the parking lot) requires 20 square feet of landscaping for every parking space. This development has 51 parking spaces and proposed 2,115 square feet of internal landscaping through a combination of trees, shrubs, and groundcover, which is beyond the 1,020 square feet required based on the number of parking spaces. As such, staff feels that the additional 25 percent landscaping outlined in the Alternative Compliance requirements has been provided.

UDC subsection 2.11.01.B outlines three criteria for evaluating Alternative Compliance requests. Below are the criteria and staff's evaluation.

1) Be in agreement with and promote the recommendations and policies within the Comprehensive Plan;

Staff finds that this request does not conflict with the goals of the City's Comprehensive Plan.

2) Does not reduce a standard unless it is, to the greatest extent practical, equally mitigated or improved by increasing standards of other requirements; and

Staff feels that by grouping the shade trees where proposed, the intent of the Alternative Compliance option is met while also preserving much of the base code requirements regarding perimeter landscaping.

3) Does not modify the land uses allowed in the zoning district in which the subject property is located.

By approving this request, the land use for the site or the encompassing zoning district is not being modified.

As such, staff recommends approval of the request for Alternative Compliance with the following conditions:

- 1) The trees planted between Building 1 and FM 967 and Carpenter Hill Drive are replaced with the correct caliper size and species as shown in the approved Site Plan.
- 2) For the remaining trees on site, a fee-in-lieu of tree replacement is paid to make up the difference in number of inches planted and the total number of inches proposed in the approved Site Plan.

4. FINANCIAL IMPACT

This request does not have a financial impact to the City.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Other

7. PROS AND CONS

8. ALTERNATIVES

The Commission may approve the request as presented by the applicant, approve the request with conditions, deny the request, or table for future consideration.

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff recommends approval of the request with the following conditions: 1) The trees planted between Building 1 and FM 967 and Carpenter Hill Drive are replaced with the correct caliper size and species as shown in the approved Site Plan. 2) For the remaining trees on site, a fee-in-lieu of tree replacement is paid to make up the difference in number of inches planted and the total number of inches proposed in the approved Site Plan.

Attachments:

[Applicant's Request for Alternative Compliance.pdf](#)

[Exhibit 1 - Approved Landscaping Plan.pdf](#)

[Exhibit 2 - Proposed Landscaping Plan.pdf](#)



March 21, 2024

Tyler Frost
City of Buda
405 E. Loop St., Bldg., Suite 100
City of Buda, TX

Re: SDP: 2021-122
171 Carpenter Hill Dr.
Alternative Variance for Tree Locations

Dear Mr. Frost:

We are writing to request an alternative variance for tree locations at the development at 171 Carpenter Hill Dr. in Buda, TX. The requested variance would apply to the following code sections:

- 2.09.01.A.1 – Landscaping along perimeter (grouping / spacing of trees)

We are requesting to move required trees along both Carpenter Hill Dr. and FM 967. Clustering required trees along 967 allows for clear visibility to the development's monument sign, as well as allowing for better visibility across the intersection.

Moving the tree locations along Carpenter Hill is necessary due to constraints from paved surfaces and underground utility lines.

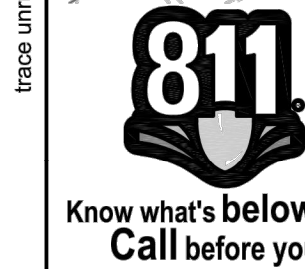
Please reference the attached exhibits.

Note that any deficiency in minimum tree caliper size, as it pertains to required perimeter and buffer trees, shall be accounted for by paying a fee in lieu per caliper inch to the city.

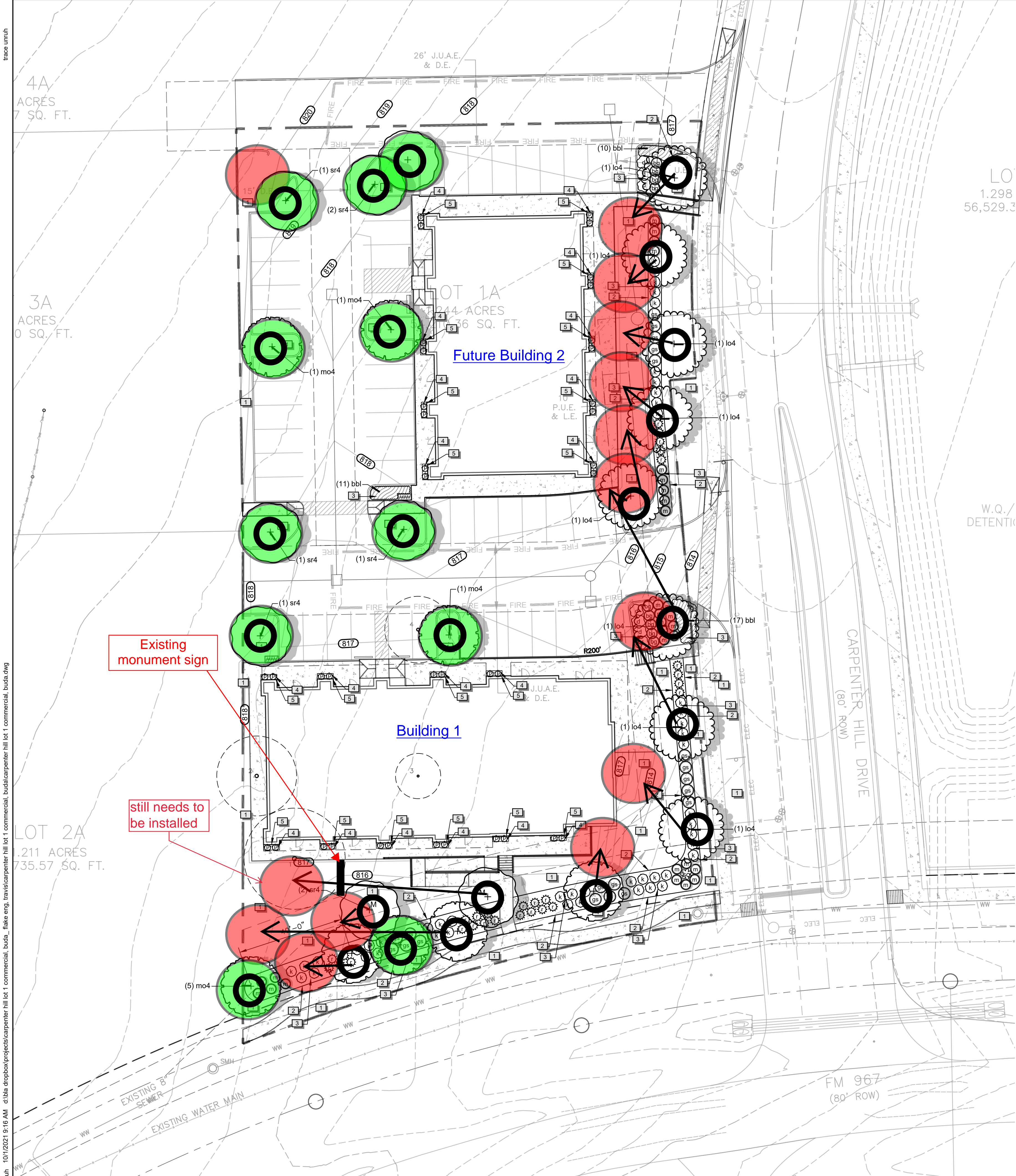
If you have any questions or require additional information, please contact me at (512) 535-7303.
Sincerely yours,

A handwritten signature in black ink, appearing to read 'Patrick T. Dean'.

Patrick T. Dean, P



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LANDSCAPE CALCULATIONS

PERIMETER LANDSCAPING		REQUIRED	PROVIDED
Front, East Carpenter Hill (30' setback)			
• Trees (1 per 40 lf, 300 lf)		8	8
• Shrub Buffer		60 lf	60 lf
Side, South FM 969 (15' setback)			
• Trees (1 per 40 lf, 183)		5	5
• Shrub Buffer		183 lf	183 lf
INTERNAL LANDSCAPING		REQUIRED	PROVIDED
• Landscape Area		510(10%)	2,115sf
• Trees		4	4
• (1 per 15 stalls, 51stalls)			

EXISTING TREES	TOTAL	KEPT	REMOVED	REQUIRED	ADJUSTED
Protected Trees					
• Heritage 30"+	0"	0"	0"	0" (400%)	
• Signature Tree 20"-30"	0"	0"	0"	0" (300%)	
• Protected 8"-19.9"					
• Tree # 1	19"	0"	19"	19" (100%)	
• Tree # 2	15"	0"	15"	15" (100%)	0" (0%)*
• Tree # 3	8.5"	0"	8.5"	8.5" (100%)	
• Tree # 4	12.5"	0"	12.5"	12.5" (100%)	

TOTAL: 40" of Mitigation

*Tree #2 proposed at 0 mitigation per tree condition and Arborist Assessment provided.

REPLACEMENT TREES

Required caliper inches replaced = 40"
Number & Size of replacement tree total:
96" by proposed trees
• 24 trees @ 4" caliper = 96"
• Less Perimeter Tree Inches
• 13 trees @ 3" caliper = (39")
• Less Parking Trees Inches
• 5 trees @ 3" caliper = (15")
• Total Provided Mitigation = 42"

NOTES

- Provide mulch tree ring for all trees outside of beds. Install per detail #1 on specifications sheet. Provide bubbler. Mulch is in addition to quantities listed.
- Contractor is responsible for verifying all plant and material quantities.
- Irrigation sleeves shall be run to all landscaped areas prior to concrete pour.
- Drip irrigation in all beds, & spray irrigation in all sod lawn areas.

TREES

TAG	SPECIES	CALIPER	STATUS: CONDITION (ARBORIST)
1	Pecan 19"		Remove
2	Live Oak 15"		Remove: 0% Mitigation proposed Very poor structure, poor vigor. 25% potential canopy, trunk decay, significant decay, excessive storm damage, significant cavities, Every limb is decayed and/or damaged by storm rips
3	Live Oak 8.5"		Remove
4	Pine 12.5"		Remove

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	Lawn, Sod
2	Steel Edge
3	Mulch
4	River Cobble
5	Planter

PLANT SCHEDULE

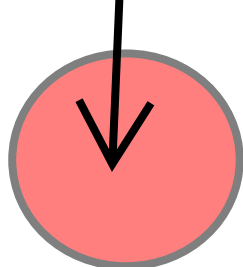
TREES	CODE	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY
	lo4	Live Oak	Quercus virginiana	-	4"Cal	6' H min	8
	mo4	Monterey Oak	Quercus polymorpha 'Monterey'	-	4"Cal	6' H min	8
	sr4	Shumard Red Oak	Quercus shumardii	-	4"Cal	6' H min	8
SHRUBS	CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE		
	bg	Bush Germander	Teucrium fruticans 'Compacta'	5 gal			9
	d	Dwarf Palmetto	Sabal minor	5 gal			7
	gs	Green Cloud Sage	Leucophyllum frutescens 'Green Cloud' TM	5 gal			20
	k	Knock Out Rose	Rosa acicularis 'Knock Out'	5 gal			47
	m	Maiden Grass	Miscanthus sinensis 'Gracillimus'	5 gal			29
	p	Spineless Prickly Pear	Opuntia ellisiana	1 gal			38
	r	Red Yucca	Hesperaloe parviflora	5 gal			28
	so	Sotol	Dasylirion texanum	5 gal			1
SHRUB AREAS	CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING	
	bbi	Big Blue Lilyturf	Liriope muscari 'Big Blue'	1 gal		30" o.c.	38



Original tree species and location remains



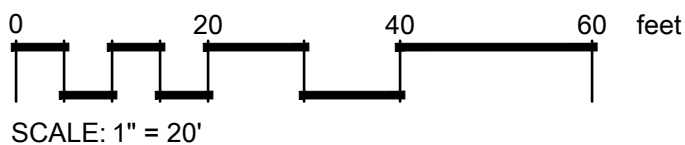
Original tree location



New tree location



NORTH



SITE PLAN APPROVAL	SHEET _____ OF _____
FILE NUMBER _____	APPLICATION DATE _____
APPROVED BY COMMISSION ON _____	N/A UNDER THE CITY OF BUDA
UNIFIED DEVELOPMENT CODE:	
EXPIRATION DATE _____	CASE MANAGER _____
City Engineer, City of Buda	ZONING: _____
RELEASED FOR GENERAL COMPLIANCE:	
REV. 1 _____	CORRECTION 1 _____
REV. 2 _____	CORRECTION 2 _____
REV. 3 _____	CORRECTION 3 _____

Final Plat must be recorded by the project expiration date, if applicable. Subsequent Site Plans which do not comply with the code current at the time of filing, and all required building permits and/or a notice of construction (if a building permit is not required), must also be approved prior to the Project Expiration Date.

Date

Description

Rev

Consultant Seal

Company Name and Address

William S. Blair
(512) 522-8979
info@blairla.com
www.blairla.com
100 Congress Ave.
Ste 2000
Austin, TX 78701

BLAIR LANDSCAPE ARCHITECTURE, LLC
QUALITY. INTEGRITY. RELIABILITY.

Project Name and Address

Carpenter Hill Lot 1 Commercial
FM 969
Buda, TX

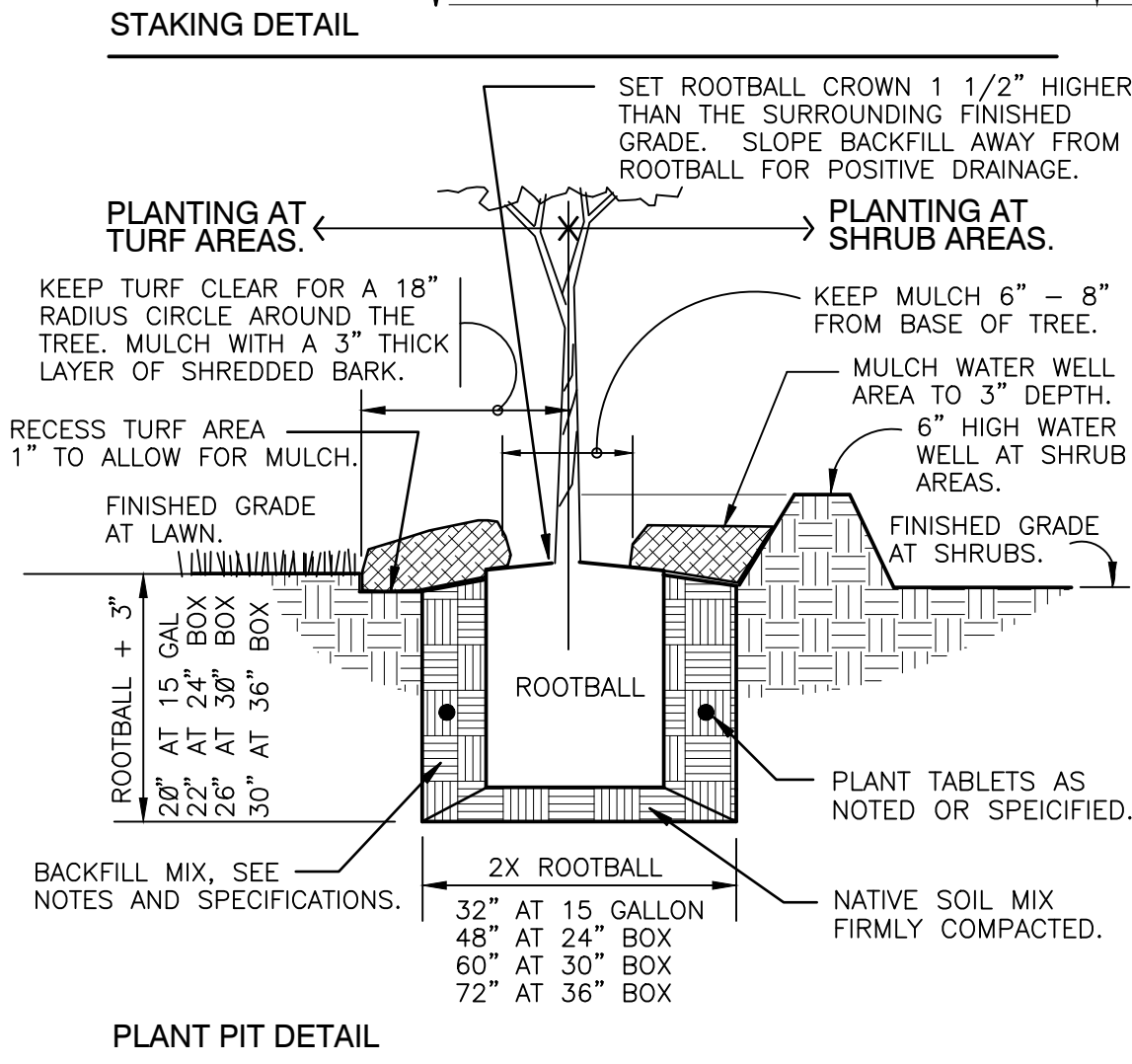
Sheet Title

Landscape Plan

Design By: Will Blair
Checked By: xxxx
Issue Date: 01/15/2021
Project Number: 21003-LP

L1
OF 2

- 1) Guarantee - All labor, materials and plants will be guaranteed for a period of twelve (12) months after the final acceptance of work by Owner. All plants that have died or are unhealthy shall be replaced no later than 30 days from the anniversary date of the final acceptance. This guarantee does not apply to plant material that dies due to abnormal freezes, hail, abnormal high winds, or other acts of God, vandalism or lack of normal maintenance and watering. This guarantee does not apply to annual plantings.
- 2) Contractor is to verify all site dimensions and layout prior to the commencement of landscape construction. Any discrepancies between the drawings and the actual site conditions shall be brought to the attention of the owner's representative immediately.
- 3) Contractor is responsible for verification of the location of all underground utilities, repair to said utilities as a result of the work of the contractor shall be the responsibility of the contractor. Refer to the drawing for any additional information.
- 4) Contractor is responsible for maintaining positive drainage in all shrub and turf planting areas.
- 5) Tree pits are to be the same depth as the root ball and 24" wider. Prior to planting the tree pit should be filled with water to check for good drainage. If water does not drain the Contractor should check with the Landscape Architect to relocate the tree.
- 6) Trees should be positioned in the center of the tree pits, back filled with soil that was excavated from the pit until the surface is level with the surrounding area and the crown of the plant is at the finished grade. Build a water basin around the tree (36" dia.). Water until planting pit is soaked and soil has settled. Add soil necessary to bring soil level flush with surrounding ground. Fill the basin with three (3) inches of compost.
- 7) All plant material shall conform to the standards of the latest edition of "American Standard for Nursery Stock" by The American Association of Nurserymen and "Grades and Standards" by The Texas Association of Nurserymen. A plant shall be dimensioned as it stands in its natural position. All plants shall be at least the minimum size indicated. Larger stock is acceptable at no additional cost, and providing that the larger plants will not be cut back to size indicated.
- 8) It is the landscape contractor's responsibility to provide plants free of disease or pests.
- 9) Space specified quantity of plant materials to evenly fill designated areas, adjusting spacing indicated on the drawings as required. Landscape architect or owner to have final approval of locations of all trees, shrubs and groundcover beds.
- 10) Contractor is responsible for removing all clods, rocks, concrete, trash and any other debris from beds prior to adding soil or plant material.
- 11) All planting beds should have three (3) inches of compost tilled into them to a depth of six (6) inches. A three (3) inch layer of shredded hardwood bark mulch should be applied to all beds after planting is completed. Four (4) inch pots and ground cover may be planted through the mulch.
- 12) Contractor is responsible for removal of trash and repair of hazardous conditions (tools, open holes, et.) on a daily basis by the end of the work day.
- 13) Water all plantings in bed areas thoroughly on a daily basis until final acceptance.



1" = 1'-0"

- 14) To prepare turf areas treat them with a selective herbicide two weeks prior to sodding or seeding. Then rake area to remove stones, sticks and other debris. Add two (2) inches of topsoil to the turf area. Rake area to a finish grade (1" below walks and curbs).
- 15) If sodding is to take place the sod should be gathered and planted within a 48 hour period. Lay the sod to form a solid mass with tight fitting joints. Butt ends and sides of sod and offset joints in adjacent courses. Roll sod to ensure good contact with soil. If planting on a slope be sure to lay courses parallel to the contours and secure sod with pins if necessary. Site preparation and maintenance will be the same for hydromulching.
- 16) Water sod daily so as to not allow turf blades to wilt. If necessary water twice per day.
- 17) Apply slow release fertilizer 15-15-15 or equal at a rate of 2 lbs. per 100 s.f. to all turf or planted areas.

LAWN AREAS - SOD / HYDROMULCH / SEED MIX

1. Lawn, Bermuda "Tif 419" Sod. Provide spray irrigation. Temporary irrigation only within septic fields or Right of Way (R.O.W.). Pre emergent weed treatment recommended.

STEEL EDGE

2. Steel edge, 3/16" x 4" landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.

MULCHES / GRAVELS / RIVER ROCK / BOULDERS

3. Mulch, Native Hardwood. 3" deep with drip irrigation. Ensure that drip line is placed above rootballs.

4. River Cobble, Arizona. 70% 1-3" size mixed with 30% 3-8" size. 3" deep, weed barrier cloth beneath. If used in areas near plants provide irrigation bubblers to plants and use the following bed prep: 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilted into existing soil in all areas of the bed. Pocket planting acceptable where plant material is not matted or limestone is present.

5. Planters at downspouts. Color and type to be chosen by Owner. 6.0' width x 2.0' depth x 3.0' height. Planter to be 2/3 filler material and 1/3 planting soil with liner between the two materials. No irrigation required as plant material proposed is drought tolerant but supplemental watering is recommended in times of drought.

*Four planters along the west facade of Building 1 have planters that are 1.0' in depth to allow for 3.0' sidewalk clearance.



NO SCALE

Diagram illustrating the limit of construction line as shown on plan. The diagram shows a cross-section of a structure with a hatched area representing the construction limit. A line with an arrow points to the boundary of the hatched area, labeled "LIMIT OF CONSTRUCTION LINE AS SHOWN ON PLAN."

- 1) Regular maintenance of all required landscape areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching or other needed maintenance, in accordance with generally accepted horticultural practice.
- 2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition.
- 3) The regular maintenance, repair, or replacement, where necessary, of any required screening or buffering.
- 4) All open space areas that are to be preserved as natural plant communities shall be trimmed, at least once a year, of all exotic vegetation, lawn grasses, trash, or other debris. Natural area should be mulched, pruned and otherwise maintained so that plants are vigorous.

- 1) Irrigation contractor will provide pipes for sleeves and specify locations for placement of sleeves by general contractor prior to pouring concrete or laying asphalt.
- 2) Irrigation contractor will install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local governing authorities.
- 3) Find location of backflow preventer, and automatic controller location shall be approved by the owner's authorized representative.

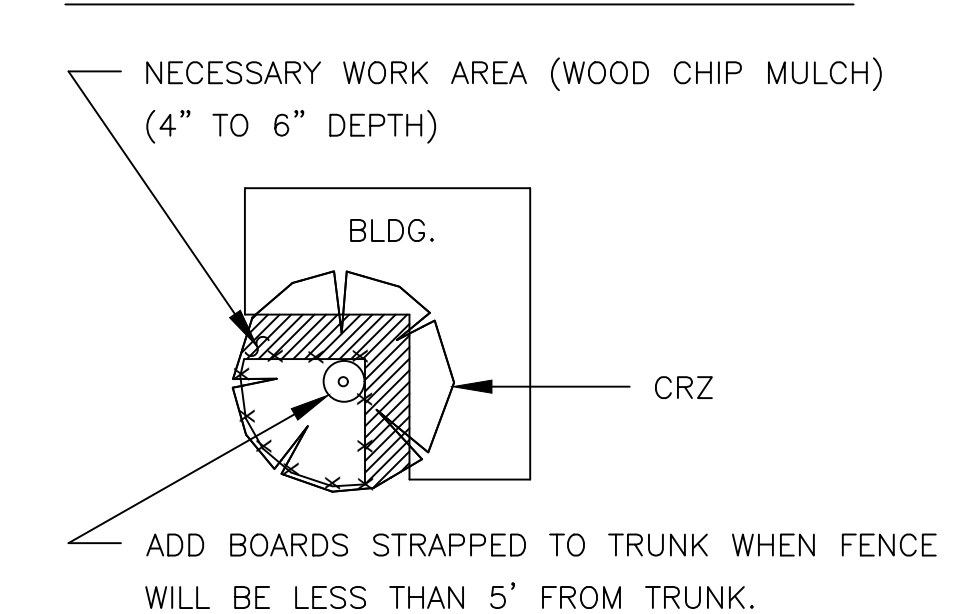
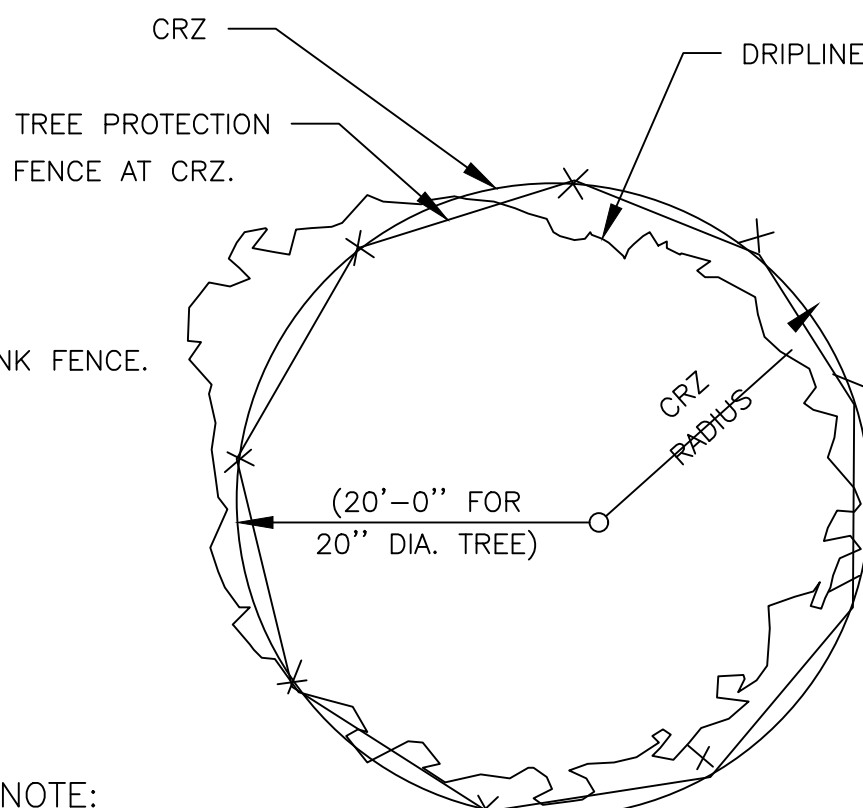
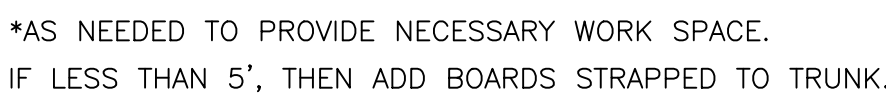
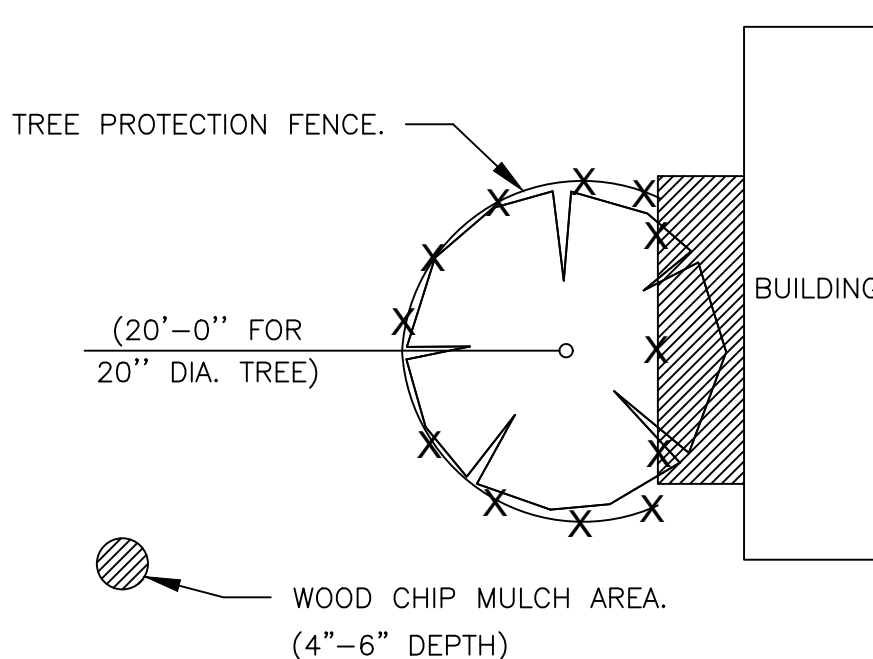


Diagram illustrating a typical CRZ (Critical Resource Zone) layout. The diagram shows a central area with several circular sub-zones, each containing a star-like pattern. Labels include "FENCING AT CRZ. (TYP.)" and "FENCING AT CRZ." with arrows pointing to the boundaries.

LIMITS OF MULCH AREAS AND DISTANCE FROM TRUNKS TO WORK,
PERMEABLE PAVING AREAS SHALL BE SUBJECT TO THE APPROVAL
OF THE FORESTRY MANAGER.





LIMITS OF WOOD CHIP MULCH AREA AND DISTANCE FROM TRUNK TO WORK AREA SHALL BE SUBJECT TO THE APPROVAL OF THE FORESTRY MANAGER.



SITE PLAN APPROVAL _____ SHEET _____ OF _____
 FILE NUMBER _____ APPLICATION DATE _____
 APPROVED BY COMMISSION ON _____ UNDER THE CITY OF BUDA
 UNIFIED DEVELOPMENT CODE.
 EXPIRATION DATE _____ CASE MANAGER _____

 City Engineer, City of Buda
 RELEASED FOR GENERAL COMPLIANCE: _____ ZONING: _____
 REV. 1 _____ CORRECTION 1 _____
 REV. 2 _____ CORRECTION 2 _____
 REV. 3 _____ CORRECTION 3 _____

Final Plat must be recorded by the project expiration date, if applicable. Subsequent Site Plans which do not comply with the code current at the time of filing, and all required building permits and/or a notice of construction (if a building permit is not required), must also be approved prior to the Project Expiration Date.

<p>Design By: Will Blair</p> <p>Checked By: xxxxx</p> <p>Issue Date: 01/15/2021</p> <p>Project Number: 172003-LP</p>		<p>Sheet Title</p> <p>Landscape Details & Specifications</p>		<p>Carpenter Hill Lot 1</p> <p>Commercial</p> <p>FM 969 Buda, TX</p>		<p>Project Name and Address</p> <p>William S. Blair October 1, 2021</p>						<p>Company Name and Address</p> <p>William S. Blair (512) 522-8979 info@BlairLA.com www.BlairLA.com Blair Landscape Architecture, LLC 10000 Westpark Drive, Suite 2000 Austin, TX 78701</p>		<p>Consultant Seal</p>		<p>Rev</p> <p>Description</p> <p>Date</p>	<p>-25-</p>
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Agenda Item Report

Legislative Board: Planning and Zoning Commission
Date: March 26, 2024
Contact: Alejandro Hernandez
Agenda Item ID / Number: 2024-278- / G.2

ITEM TITLE: Deliberation and possible action in regard to a request for a Tree Removal Permit for a 26-caliper inch Signature Tree for a property known as CVS Buda Subdivision, Lot 7B, located southwest of the intersection of FM 1626 and RM 967 (2023-754). (Planner Alejandro Hernández)

1. EXECUTIVE SUMMARY

This is an action item regarding a Tree Removal Permit request to allow for the removal of a 26-caliper inch Signature Tree on a property southwest of the intersection of FM 1626 and RM 967.

The tree has been identified as a White Mulberry by the applicant's arborist, and is classified as a Signature Tree in the Unified Development Code (UDC) due to it being between 20-30 caliper inches in size. The tree is not considered exempt and as such, requires approval from the Planning and Zoning Commission in order to be removed.

The UDC requires that Signature Trees be mitigated at a 3:1 caliper inch ratio for every tree removed, and that replacement trees be at least 3 caliper inches in size. Alternatively, a fee-in-lieu can be accepted at \$350 per caliper inch needing mitigation. For a 26-inch tree, 78 caliper inches would need mitigation and the applicant is proposing to plant 9, 3-caliper inch trees, for 27 caliper inches of mitigation and paying \$17,850 for the other 51 caliper inches needing mitigation.

2. BACKGROUND/HISTORY

The applicant had submitted a site plan application (2023-754) last November for a proposed Chick-fil-A that would encompass both this lot (7B) and an adjacent lot (6B) with its main structure and parking area. As part of their proposal, the applicant is seeking to remove all existing trees from Lot 7B which includes 22 Protected Trees (trees between 8-20 caliper inches), 2 Signature Trees (the tree under consideration and a 26.5-caliper inch Arizona Ash that is exempt due to being in poor health), and 13 additional trees that are either exempt or are too small for preservation.

In addition to what the UDC requires for Signature Tree mitigation, it also requires that Protected Trees be mitigated at a 1:1 caliper inch ratio, and that replacement trees be at least 3 caliper inches in size. Fee-in-lieu can be accepted at \$200 per caliper inch. There are 272 caliper inches of Protected Trees needing to be mitigated in total for the site; the applicant is proposing to pay \$54,400 to cover the mitigation required. The removal of these trees are not under consideration as the UDC only requires administrative approval for Protected Trees. Mitigation for tree removal must be done in addition to normal landscaping requirements set by [§ UDC-2.09.01](#). Staff is still in review of the site plan application, but finds that the project as proposed is compliant with the UDC's landscaping requirements.

In addition to being in direct conflict with the desired position of the building, the applicant has stated that the tree being an invasive species and at the end of its life cycle (50-75 years) warrant its removal. Overall, the tree is in healthy condition with some dieback due to freeze damage. In January, Staff went out and confirmed the reported health and size of the tree under consideration as well as the 26.5-caliper inch Arizona Ash. The applicant's consulting arborist has reported that

should construction occur on the site, the tree would not survive any external impacts as a result and that relocating the tree would not be justifiable due to its age. The applicant also references how § 3.5.4.A.2.b of the City of Austin's *Environmental Criteria Manual* does not require mitigation for this particular species of tree. While that criteria manual is an officially adopted technical manual, the UDC's provisions for tree mitigation prevail in this aspect. Should the tree remain, the applicant has stated that the project would not proceed as it would heavily interfere with desired site layout and parking counts.

3. ANALYSIS

Staff has reviewed the application and finds that all mitigation measures as proposed are sufficient for the UDC's requirements. Based off the characteristics of the tree being invasive and at the end of its life cycle, as well as the fact that the area it sits in has the topography of a bowl—which makes it prone to flooding and damaging any trees on site—Staff is supportive of the proposed removal with required mitigation.

4. FINANCIAL IMPACT

Should the Tree Removal Permit be approved and the site plan application proceed, the City would collect \$72,250 in fee-in-lieu for tree mitigation that can be used in the future for tree plantings as part of capital improvement projects (CIP) or other City reforestation initiatives.

As with any project, approval or denial could also have an impact on future permitting fees and sales and property taxes collected off of this and surrounding sites. This decision could also have implications for improvements or maintenance needed in the future.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Balance residential and commercial growth.

7. PROS AND CONS

Pros: Applicant would be able to proceed with their desired site design for their proposal and the City would collect a significant amount of fee-in-lieu for tree mitigation.

Cons: An otherwise large and healthy tree would come down (in addition to the other trees that are not under consideration) should the project move forward, and it would be several decades before mitigating trees have a similar impact on the local environment.

8. ALTERNATIVES

Approval of the Tree Removal Permit is entirely discretionary. As such, Staff presents the following options:

1. Approve the Tree Removal Permit.
2. Modify and approve the Tree Removal Permit.
3. Table the Tree Removal Permit pending receipt of additional information.
4. Deny the Tree Removal Permit.

Any decision made by the Planning and Zoning Commission for Tree Removal Permits can be appealed to City Council.

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff has reviewed the request and recommends the Planning and Zoning Commission approve the request.

Attachments:

[2023-754 Site Plan Landscaping Pages.pdf](#)
[2023-754 TMS 1002 Report.pdf](#)
[2023-754 Arborist Supporting Letter.pdf](#)
[2023-754 USDA NRCS Plant Guide - White Mulberry.pdf](#)
[2023-754 Invasive Plant Atlas - White Mulberry.pdf](#)

LEGAL DESCRIPTION:

TRACT 1:

LOTS 6B AND 7B, REPLAT OF LOT 2A, RESUBDIVISION OF CVS BUDA SUBDIVISION, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED UNDER CLERK'S FILE NO. 19003280, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT 2:

NON-EXCLUSIVE EASEMENT FOR UNRESTRICTED PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED AND DESCRIBED IN DECLARATION ESTABLISHING ACCESS EASEMENT FILED JANUARY 16, 2015, RECORDED IN VOLUME 516, PAGE 779, UNDER CLERK'S FILE NO. 2015-15001406, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AS AMENDED IN DOCUMENT NO. 20015596, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT 3:

NON-EXCLUSIVE EASEMENTS AS CREATED AND DEPICTED IN THAT CERTAIN DECLARATION ESTABLISHING RECIPROCAL EASEMENTS DATED APRIL 23, 2020, RECORDED IN DOCUMENT NO. 20015587, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SERVICE PROVIDERS:

SANITARY: CITY OF BUDA
POTABLE WATER: CITY OF BUDA
DRAINAGE/STORM WATER: CITY OF BUDA
ELECTRIC: FEDERNALES ELECTRIC CO.
TELEPHONE: AT&T / VERIZON
INTERNET: AT&T / VERIZON
GAS: CENTERPOINT ENERGY
ROADWAY REGULATORY AUTHORITIES: CITY OF BUDA / TXDOT

(SERVICE PROVIDERS ARE BASED ON MEMBERS NOTIFIED IN THE UTILITY LOCATE REQUEST AND INFORMATION FOUND ONLINE.)

GENERAL NOTES:

1. THIS SURVEY WAS COMPLETED TO REFLECT THE TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY ON FEBRUARY 15, 2023, BEARING C.F. NUMBER 4715003226.
2. ALL BEARINGS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
3. ACCORDING TO FEMA'S FLOOD INSURANCE MAP NOS. 48209C0260F/0260F, DATED: SEPTEMBER 2, 2005, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X". FLOOD ZONE LOCATION IS BASED ON SCALED FIRM ONLY. ACCESS SURVEYORS, LLC DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OF SAID FIRM.
4. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88), BASED ON RTK-GNSS OBSERVATION AND TIED TO TBM1'S VRS NETWORK (USING GEOID18).
5. ALL MATTERS SHOWN ON RECORDED PLATS ARE SHOWN ON THE SURVEY.

SURVEYOR'S CERTIFICATION:

TO: CHICK-FIL-A, INC., A GEORGIA CORPORATION, CHICAGO TITLE INSURANCE COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6A, 7A, 7B1, 8, 9, 11A, 11B, 15, 16, 17 & 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON MARCH 4, 2023.
DATE OF PLAT OR MAP: APRIL 12, 2023.
UPDATED: MAY 30, 2023.
REVISED: JANUARY 29, 2024.



Scott N. Brackin
Registered Professional Land Surveyor No. 6650

LEGEND

- (--) = CALLED BEARING, DISTANCE
- = POWER POLE
- = OVERHEAD ELECTRIC
- ⊕ = WATER VALVE
- — — = METAL FENCE
- - - = OLD TRACT LINE
- ⚡ = FIRE HYDRANT
- ⊙ = MANHOLE
- ⊙ = TEMPORARY BENCH MARK
- ⊙ = SIGN
- ⊙ = TREE

ABBREVIATIONS
LEGEND

- OPRHCT = OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- PM = PAINT MARK
- MH = MANHOLE
- SSMH = SANITARY SEWER MANHOLE
- SWMH = STORM WATER MANHOLE
- TBM = TEMPORARY BENCH MARK
- C.M. = CONCRETE MONUMENT
- HWL = HEADWALL
- WWL = WING WALL

BENCH MARK
LEGEND

- TBM 1 = PK NAIL IN CONCRETE CURB @ ELEVATION: 770.6'
- TBM 2 = PK NAIL IN SIDEWALK @ ELEVATION: 767.2'
- TBM 3 = ROD CAPPED "WARD" FOUND @ ELEVATION: 764.1'

PARKING

- 0 = STANDARD
- 1 = HANDICAP
- 0 = TOTAL

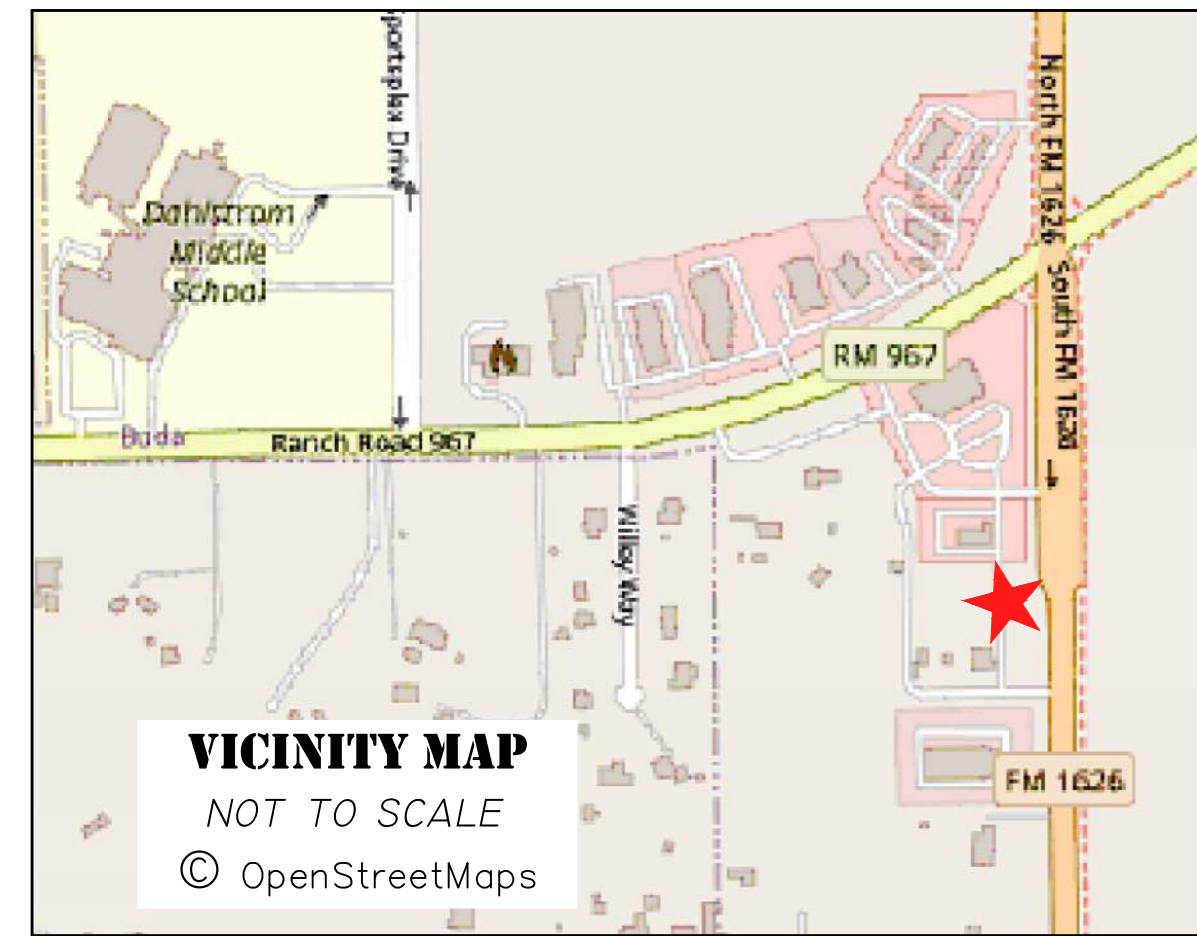
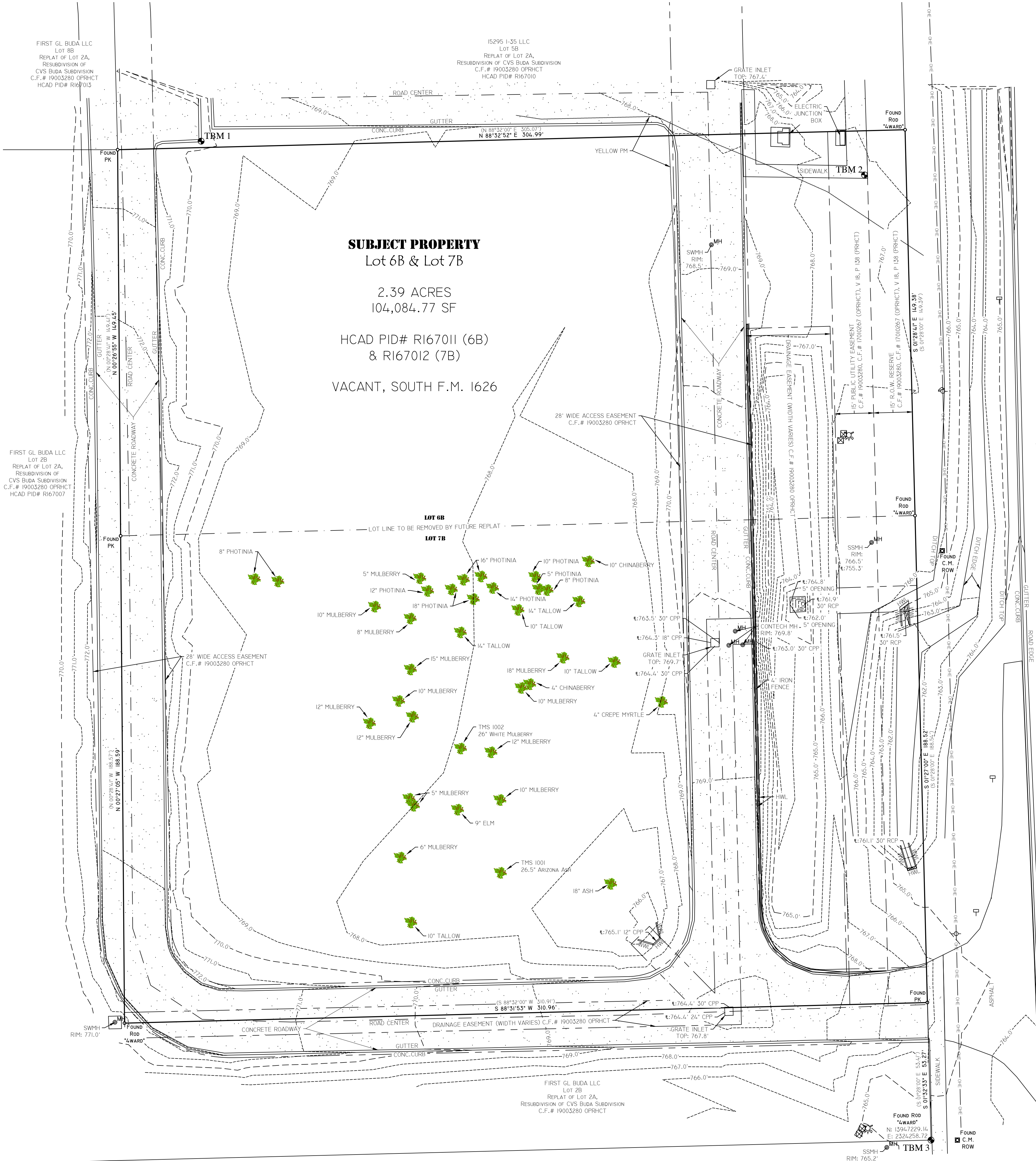
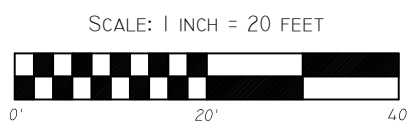
TABLE A ITEMS:

- ITEM 2) PROPERTY VACANT AT TIME OF SURVEY. ADDRESS TO BE CREATED AT TIME OF REPLAT.
- ITEM 6A) NO ZONING LETTER OR REPORT HAS BEEN PROVIDED TO THE SURVEYOR.
- ITEM 7A, B) PROPERTY VACANT AT TIME OF SURVEY.
- ITEM 11A) NO UTILITY PLANS AND/OR REPORTS HAVE BEEN PROVIDED TO THE SURVEYORS.
- ITEM 11B) A TEXAS 811 LOCATE REQUEST WAS MADE UNDER TICKET NO. 2359060234. ALL UNDERGROUND FACILITIES MARKED AT THE TIME OF THIS SURVEY ARE SHOWN HEREON.
- ITEM 16) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY.
- ITEM 17) THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.



Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com & rpls5163@aol.com

FILE: 202321 FIRM NO. 10156400 TECHNICIAN: A.M.LEA

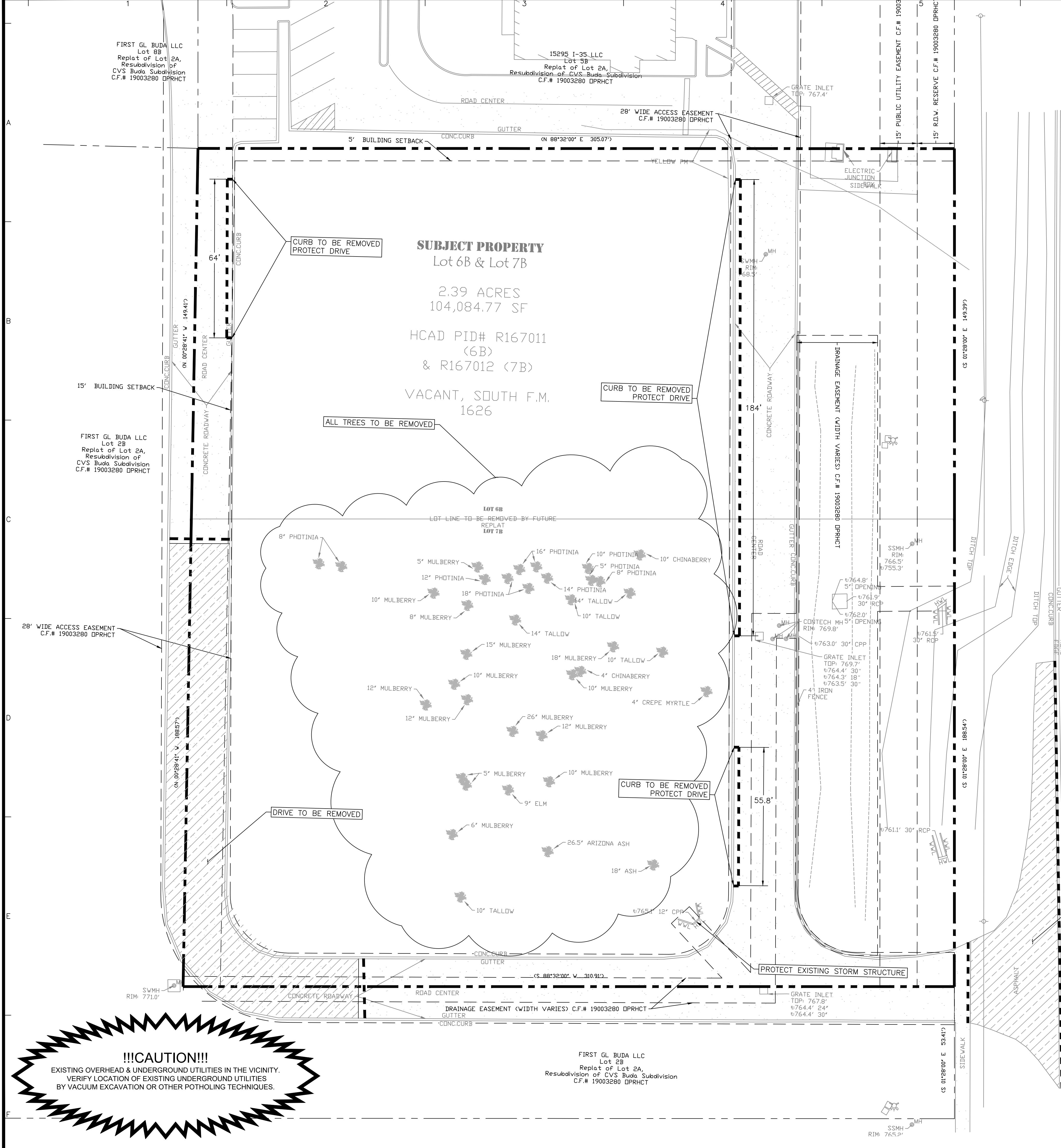


SURVEY RELATED SCHEDULE B ITEMS:

- I) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: THOSE RECORDED IN VOLUME 2, PAGE 15 - NOT SUBJECT TO. AND VOLUME 18, PAGE 138 - SUBJECT TO AS SHOWN. PLAT RECORDS OF HAYS COUNTY, TEXAS. VOLUME 275, PAGE 558 - NOT SUBJECT TO. VOLUME 277, PAGE 75 - NOT SUBJECT TO. DEED RECORDS OF HAYS COUNTY, TEXAS. VOLUME 3190, PAGE 713 - SUBJECT TO. VOLUME 5118, PAGE 6 - SUBJECT TO. VOLUME 5401, PAGE 184 - SUBJECT TO. DOCUMENT NO. 17010267 (PLAT) - SUBJECT TO AS SHOWN. DOCUMENT NO. 18038791 - NOT SUBJECT TO. DOCUMENT NO. 19003280 (PLAT) - SUBJECT TO AS SHOWN. DOCUMENT NO. 20015596 - NOT SUBJECT TO. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- II) E) BUILDING SETBACK LINES AS SET OUT IN VOLUME 2, PAGE 15, PLAT RECORDS OF HAYS COUNTY, TEXAS AND IN RESTRICTIONS RECORDED IN VOLUME 275, PAGE 558 AND VOLUME 277, PAGE 75, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. NO LONGER AFFECTS SUBJECT PROPERTY.
- III) F) EASEMENTS SET OUT IN PLAT RECORDED IN VOLUME 2, PAGE 15, PLAT RECORDS OF HAYS COUNTY, TEXAS. NO LONGER AFFECTS SUBJECT PROPERTY.
- IV) G) EASEMENTS AS SET OUT IN PLATS RECORDED IN VOLUME 18, PAGE 138, PLAT RECORDS OF HAYS COUNTY, TEXAS AND DOCUMENT NO. 17010267 (PLAT) AND DOCUMENT NO. 19003280 (PLAT), OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AFFECT SUBJECT PROPERTY AS SHOWN.
- V) H) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: FEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: AS PROVIDED IN SAID INSTRUMENT RECORDING DATE: OCTOBER 7, 1975 RECORDING NO: VOLUME 278, PAGE 698, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. BLANKET IN NATURE, MAY AFFECT SUBJECT PROPERTY.
- VI) I) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: GENERAL TELEPHONE COMPANY OF THE SOUTHWEST PURPOSE: AS PROVIDED IN SAID INSTRUMENT RECORDING NO: VOLUME 624, PAGE 781, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. PER PLATS RECORDED IN V 18, P 138 (OPRHCT), C.F.# 17010267 (OPRHCT) & C.F.# 19003280 (OPRHCT), THIS EASEMENT HAS BEEN WAIVED, RELEASED AND TERMINATED.
- VII) J) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CENTERPOINT ENERGY RESOURCES CORP. DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS. PURPOSE: AS PROVIDED IN SAID INSTRUMENT RECORDING DATE: JULY 23, 2019 RECORDING NO: DOCUMENT NO. 19024923, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AFFECTS LOTS 28-88 (INCLUDING THE SUBJECT LOTS 6B & 7B). BLANKET IN COVERAGE AND NOT PLOTTABLE.
- VIII) K) MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AFFIDAVIT TO THE PUBLIC EXECUTED BY: BETTY LINDSAY RECORDING DATE: MARCH 12, 2012 RECORDING NO: VOLUME 4297, PAGE 40, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS WHICH PROVIDES FOR, AMONG OTHER THINGS: AS PROVIDED IN SAID INSTRUMENT. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- IX) L) MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: ORDINANCE NO. 2014-03 DATED: JANUARY 23, 2014 EXECUTED BY: CITY OF BUDA RECORDING DATE: JANUARY 23, 2014 RECORDING NO: VOLUME 4843, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS WHICH PROVIDES FOR, AMONG OTHER THINGS: AS PROVIDED IN SAID INSTRUMENT. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. ORDINANCE TO ANNEX 52.44 ACRES TO THE CITY OF BUDA, SUBJECT PROPERTY FALLS WITHIN ANNEXATION.
- X) M) MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AFFIDAVIT FOR ON-SITE SEWAGE FACILITIES EXECUTED BY: RUSTY HEAD RECORDING DATE: JANUARY 27, 2014 RECORDING NO: VOLUME 4844, PAGE 271, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS WHICH PROVIDES FOR, AMONG OTHER THINGS: AS PROVIDED IN SAID INSTRUMENT. REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY.
- XI) N) TERMS, CONDITIONS AND STIPULATIONS AS SET OUT IN THAT CERTAIN DECLARATION ESTABLISHING ACCESS EASEMENT FILED JANUARY 16, 2015, RECORDED IN VOLUME 516, PAGE 779, UNDER CLERK'S FILE NO. 2015-15001406, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AS AMENDED IN DOCUMENT NO. 20015596, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. DOES NOT APPLY TO SUBJECT PROPERTY.
- XII) O) TERMS, CONDITIONS AND STIPULATIONS AS SET OUT IN THAT CERTAIN RECIPROCAL EASEMENT AND RESTRICTION AGREEMENT FILED JANUARY 23, 2020, RECORDED IN DOCUMENT NO. 20015587, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. APPLIES TO SUBJECT PROPERTY. REFER TO INSTRUMENT FOR FULL PARTICULARS.
- XIII) P) TERMS, CONDITIONS AND STIPULATIONS AS SET OUT IN THAT CERTAIN DECLARATION ESTABLISHING RECIPROCAL EASEMENTS DATED APRIL 23, 2020, RECORDED IN DOCUMENT NO. 20015587, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. APPLIES TO SUBJECT PROPERTY. REFER TO INSTRUMENT FOR FULL PARTICULARS.
- XIV) Q) SAME AS IO: L ABOVE.
- XV) R) AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: MEMORANDUM OF LEASE LESSOR: FIRST GL BUDA, LLC LESSEE: STARBUCKS CORP. RECORDING DATE: NOVEMBER 1, 2018 RECORDING NO: DOCUMENT NO. 18038791, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. A COPY OF THE LEASE WAS NOT PROVIDED.

ALTA/NSPS LAND TITLE SURVEY

Lot 6B & Lot 7B,
REPLAT OF LOT 2A,
RESUBDIVISION OF CVS BUDA SUBDIVISION,
(RECORDED UNDER DOCUMENT NO. 19003280,
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS)
LYING IN THE
PHILLIP ALLEN LEAGUE No.5
ABSTRACT NUMBER I
LOCATED AT
F.M. 1626
BUDA, TEXAS 78610



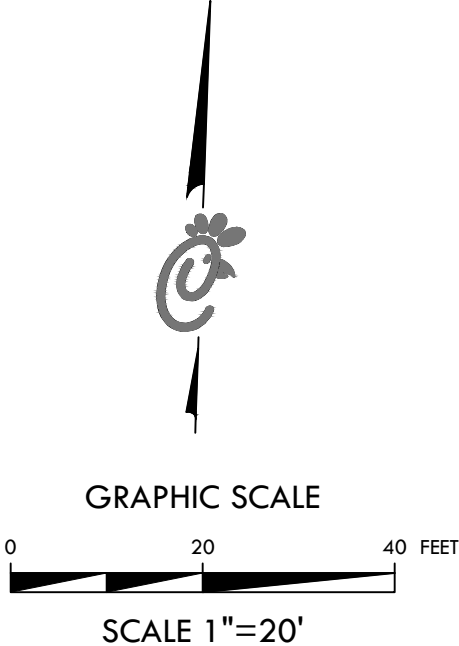
F.M. 1626
(Public R.O.W. Width Varies)
Asphalt Roadway

LEGEND

EXISTING PAVEMENT

PAVEMENT TO BE REMOVED

SAWCUT LINE



5200 Buffington Rd. Atlanta
Georgia, 30349-2998

Revisions:
Mark Date By

△

Mark Date By

△

Mark Date By

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Mark Date By

△

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW. AGENCY APPROVAL AND COMMENT UNDER THE AUTHORITY OF MATTHEW DAVID KORTE, P.E. TX LICENSE No. 135690 THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES

CHICK-FIL-A 05508
WEST BUDA FSU

STORE

P14-LSP-LRG

SHEET TITLE

DEMOLITION PLAN

For Permit
For Bid
For Construction

Job No. : 520061201

Store : 05508

Date : 2/13/2024

Drawn By : DT

Checked By : TT

Sheet

C-3.0



Know what's below.
Call before you dig.

SITE PLAN APPROVAL

FILE NUMBER 2023-754

APPROVED BY COMMISSION ON _____ UNDER THE CITY OF BUDA

EXPIRATION DATE: _____ CASE MANAGER: A. HERNANDEZ

City Engineer, City of Buda

RELEASED FOR GENERAL COMPLIANCE: _____ ZONING: E4

Rev. 1 _____ Correction 1 _____

Rev. 2 _____ Correction 2 _____

Rev. 3 _____ Correction 3 _____

Final Plat must be recorded by the project expiration date, if applicable, subsequent site plans which do not comply with the Code current at the time of filing, and all required building permits and/or notice of construction (if a building permit is not required), must also be approved prior to the project expiration date.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF BUDA MUST RELY ON UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

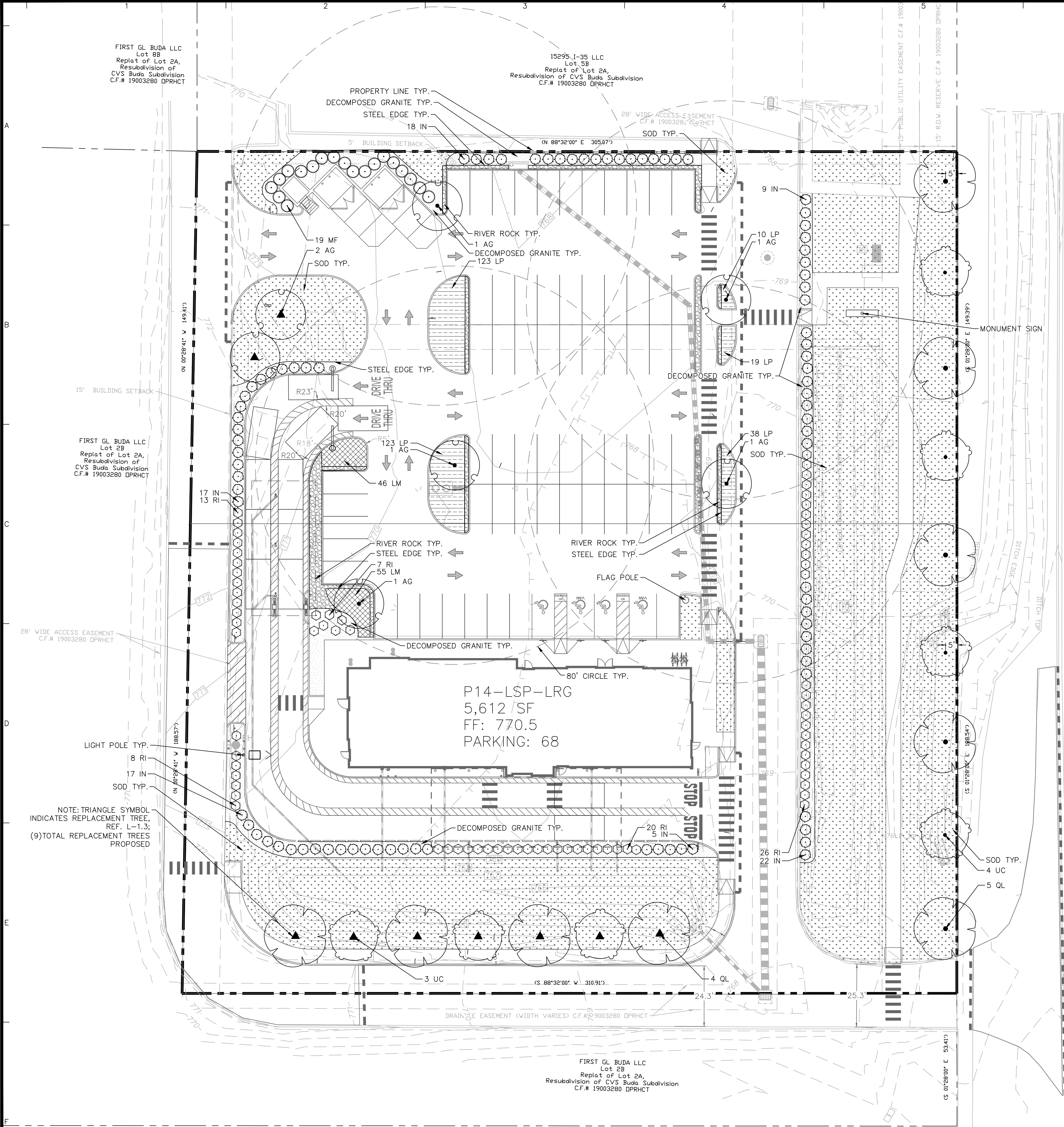
LANGAN

Langan Engineering and Environmental Services, Inc.

2999 Olympus Boulevard, Suite 165
Dallas, TX 75019

T: 817.328.3200 www.langan.com

TBPE FIRM REG. #F-13709



F.M. 1626
(Public R.O.W. Width Varies)
Asphalt Roadway

BUDA, TX LANDSCAPE ORDINANCE CHART			
ORDINANCE SECTION	DESCRIPTION	REQUIRED/PROVIDED	COMPLIANCE
Unified Development Code-2.09.01 Landscaping	Minimum of a ten (10) feet wide buffer along F.M. 1626	REQUIRED: 10' wide buffer PROVIDED: 60' wide buffer	COMPLIES
	One (1) shade tree for every forty (40) feet of frontage along F.M. 1626	REQUIRED: 340'/40'= 8.5 Trees PROVIDED: 9 Trees	COMPLIES
	Where parking lots, drives, and access easements abut the perimeter landscaping, 5 gallon shrubs shall be planted to form a continuous hedge.	REQUIRED: continuous row of 5 gallon sized shrubs PROVIDED: continuous row of 5 gallon sized shrubs	COMPLIES
	Ten (10) sq.ft of internal landscaping for each parking space	REQUIRED: 68 Total parking spaces x 10 sq.ft= 680 sq.ft of internal landscape PROVIDED: 2,500 sq.ft	COMPLIES
2.09.01.A.2 Internal Landscaping	One (1) Shade tree or two (2) ornamental trees for every fifteen (15) parking spaces.	REQUIRED: 68 Total parking spaces/15= 4.5 Shade trees or 10 Ornamental trees PROVIDED: 5 Shade trees	COMPLIES
	All parking spaces must be within eighty (80) feet of a shade tree	REQUIRED: Every parking space is within 80' of a tree PROVIDED: Every parking space is within 80' of a tree	COMPLIES

PLANT SCHEDULE

TREES	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	AVERAGE MATURE HEIGHT / SPREAD
	AG	7	ACER GRANDIDENTATUM / BIGTOOTH MAPLE	3" CAL.	B&B	28-35' H X 28-35' W
	QL	9	QUERCUS LACEY / LACEY OAK	3" CAL.	B&B	38-50' H X 28-30' W
	UC	7	ULMUS CRASSIFOLIA / CEDAR ELM	3" CAL.	B&B	48-78' H X 48-78' W
SHRUBS	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	AVERAGE MATURE HEIGHT / SPREAD
	IN	88	ILEX VOMITORIA 'NANA' / DWARF YAU-PON HOLLY	5 GAL.	CONTAINER	2-4' H X 2-4' W
	MF	19	MYRTICA CERIFERA 'NANA' / DWARF SOUTHERN WAX MYRTLE	5 GAL.	CONTAINER	4-6' H X 4-6' W
	RI	74	RHAPHIOLEPIS INDICA / INDIAN HAWTHORN	5 GAL.	5 GAL.	4-6' H X 4-6' W
GROUND COVERS	KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	AVERAGE MATURE HEIGHT / SPREAD
	LM	101	LIRIOPE MUSCARI / LILYTURF	1 GAL.	CONTAINER	1-2' H X 18-24" W
	LP	313	LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA	1 GAL.	CONTAINER	1-2' H X 1-2' W
	SOD					
			RIVER ROCK (REFER TO L-1.1 AND L-1.2 FOR DETAILS AND SPECIFICATIONS)			
			DECOMPOSED GRANITE (REFER TO L-1.1 AND L-1.2 FOR DETAILS AND SPECIFICATIONS)			

NOTE:
1) TREES COUNTED AS REPLACEMENT TREES FOR MITIGATION INDICATED WITH ▲ AT TRUNK; REF L-1.3.
2) ALL PLANTS ARE FROM CITY OF AUSTIN'S NATIVE AND ADAPTED LANDSCAPE PLANT GUIDE.
3) WE CAN'T STRICTLY MEET THE CODE, SO WE ARE OFFERING 9 MORE TREES FOR ALTERNATIVE MITIGATION FOR COMPLIANCE. PLANTING MORE TREES THAN THE MINIMUM WILL REALLY KIND OF HELP BUILD THE CASE THAT THE OWNER IS COMMITTED TO THE SPIRIT AND INTENT OF THE ORDINANCE.

SITE PLAN APPROVAL
FILE NUMBER 2023-754
APPROVED BY COMMISSION UNDER THE CITY OF BUDA
EXPIRATION DATE: _____

SHEET L-1.0 OF _____
APPLICATION DATE: 11/20/2023
CASE MANAGER: A. HERNANDEZ

City Engineer, City of Buda

RELEASED FOR GENERAL COMPLIANCE: _____ ZONING: E4
Rev. 1 _____ Correction 1 _____
Rev. 2 _____ Correction 2 _____
Rev. 3 _____ Correction 3 _____

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LANGAN
Langan Engineering and Environmental Services, Inc.
2999 Olympus Boulevard, Suite 165
Dallas, TX 75019
T: 817.328.3200 www.langan.com
TBPE FIRM REG. #F-13709

5200 Buffington Rd. Atlanta Georgia, 30349-2998

Revisions:
Mark Date By
△
Mark Date By
△
Mark Date By
△

JAYNE SPECTOR, RLA
TEXAS LIC. NO. 3031

Project: CHICK-FIL-A 05508
WEST BUDA FSU

Store: P14-LSP-LRG

SHEET TITLE: LANDSCAPE PLAN

☒ For Permit
☐ For Bid
☐ For Construction

Job No. : 520061201
Store : 05508
Date : 2/2/2024
Drawn By : DH
Checked By : AM/JOS

Sheet: L-1.0

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SITE DEVELOPMENT # 2023-754 31

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LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

DESCRIPTION

Provide trees, shrubs, ground covers, sod, and annuals/perennials as shown and specified on the landscape plan. The work includes:

- Soil preparation.
- Trees, shrubs, ground covers, and annuals/perennials.
- Planting mixes.
- Top Soil, Mulch and Planting accessories.
- Maintenance.
- Decorative stone.

Related Work:

- Irrigation System; see irrigation specifications (sheet L-2.2)

QUALITY ASSURANCE

Plant names indicated; comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the sources of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to take this precaution will not relieve the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner. The Landscape Architect shall approve any substitutes of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

DELIVER, STORAGE AND HANDLING

Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment inventory or order to stock. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Landscape Architect. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

PROJECT CONDITIONS

Protect existing utilities, paving, and other facilities from damage caused by landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations; at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape accessory work before completion of final grading or surfacing.

WARRANTY

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Replace, in accordance with the drawings and specifications, all plants that are dead or, are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for 1 year after installation.

Warranty shall not include damage, loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants, found to be unsatisfactory during the initial planting installation.

Maintain and protect plant material, lawns, and irrigation until final acceptance is made.

ACCEPTANCE

Inspection of planted areas will be made by the Owner's representative.

- Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

CODES, PERMITS AND FEES

Obtain any necessary permits for this Section of Work and pay any fees required for permits.

The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto; also as depicted on the landscape and irrigation construction set.

PART 2 - PRODUCTS

MATERIALS

Plants: Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held on storage will be rejected if they show signs of growth during the storage period.

- Balled and plants wrapped with burlap, to have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls, or signs of circling roots are not acceptable.
- Container-grown stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - No plants shall be loose in the container.
 - Container stock shall not be pot bound.
- Plants planted in rows shall be matched in form.
- Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
 - If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
 - The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list.
 - No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
 - Evergreen trees shall be branched to the ground or as specified in plant list.
- Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list.
 - The measurements for height shall be taken from the ground level to the height of the top of the plant and not the longest branch.
 - Single stemmed or thin plants will not be accepted.
 - Side branches shall be generous, well-twigged, and the plant as a whole well-bushed to the ground.
- Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

ACCESSORIES

Topsoil: Shall be Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.

Note: All planting areas shall be cleaned of construction debris (ie. Concrete, rubble, stones, building material, etc.) prior to adding and spreading of the top soil.

- Sod Areas: Spread a minimum 4" layer of top soil and rake smooth.
- Planting bed areas: Spread a minimum 4" layer of top soil and rake smooth.

- Landscape Islands/Medians: Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum berm 6"-8" height above island curbing.
- Annual/Perennial bed areas: Add a minimum of 4" organic matter and till to a minimum 12" depth.

Mulch: Type selected dependent on region and availability; see landscape plans for type of material to be used. Hold Rock 4" from tree trunks and shrub stems.

- River Rock: (color) light gray to buff to dark brown, washed river rock, 1" – 3" in size. Install in shrub beds to an even depth of 3". Weed control barrier to be installed under all rock mulch areas. Use caution during installation not to damage plant material.
- Hardwood: 6 month old well rotted double shredded native hardwood bark mulch not larger than 4" in length and 3/4" in width, free of wood chips and sawdust. Install minimum depth of 3".
- Pine Straw: Pine straw to be fresh harvest, free of debris, bright in color. Bales to be wired and tightly bound. Needles to be dry. Install minimum depth of 3".
- Mini Nuggets: Install to a minimum depth of 2"-3" at all locations of annual and perennial beds. Lift the stems and leaves of the annuals and carefully spread the mulch to avoid injuring the plants. Gently brush the mulch off the plants.

Guying/Staking:

- Arbortite: Green (or white) staking and guying material to be flat, woven, polypropylene material, 3/4" wide 900 lb. break strength. Arbortite shall be fastened to stakes in a manner which permits tree movement and supports the tree.
- Remove Guying/Staking after one year from planting.

Tree Wrap: Tree wraps should be used on young, newly planted thin-barked trees (Cherry, Crabapple, Honey Locust, Linden, Maple, Mountain Ash, Plum) that are most susceptible to sun scald/Sunburn. Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe Draft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Wrap the tree in the fall and leave the wrap in place throughout the winter and early spring. Tree wraps are temporary and no longer needed once trees develop corky bark.

PART 3 – EXECUTION

INSPECTION

Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve top soil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.

PREPARATION

Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

Locate plants as indicated on the plans or as approved in the field after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect; spacing of plant material shall be as shown on the landscape plan.

Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 24" greater for trees. Depth of pit shall accommodate the root system. Provide undisturbed sub grade to hold root ball at nursery grade as shown on the drawings.

INSTALLATION

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structures. Set plant material 2" – 3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with topsoil mix and excavated material. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and wrapped in burlap plants are set, muddle planting soil mixture around bases of balls and fill all voids.

- Remove all burlap, ropes, and wires from the top 1/3 of the root ball

Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

Mulching:

- Mulch tree and shrub planting pits and shrub beds with required mulching material (see landscape plan for mulch type), depth of mulch as noted above. Hold rock back 4" away from tree trunks and shrub stems. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

Decorative Stone (River rock or Decomposed granite): (where indicated on landscape plan)

- Install weed control barrier over sub-grade prior to installing stone. Lap 6" on all sides.
- Place stone without damaging weed barrier.
- Arrange stones for best appearance and to cover all weed barrier fabric.

Wrapping, guying, staking:

- Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
- Wrapping:
 - Wrap trunks of all young newly planted trees known to have thin bark. Wrap spirally from bottom to top with specified tree wrap and secure in place.
 - Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
- Secure tree wrap in place with twine wound spirally downward in the opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
- Wrap the trees in the fall and leave the wrap in place throughout the winter and early spring.
- Tree wraps are temporary and no longer needed once the trees develop corky bark.
- Staking/Guying:
 - Stake/guy all trees immediately after lawn sodding operations and prior to acceptance.
 - Stake deciduous trees 2" caliper and less. Stake evergreen trees under 7'-0" tall.
 - Stakes are placed in line with prevailing wind direction and driven into undisturbed soil.
 - Ties are attached to the tree, usually at the lowest branch.
 - Guy deciduous trees over 2" caliper. Guy evergreen trees 7'-0" tall and over.
 - Guy wires to be attached to three stakes driven into undisturbed soil, with one stake placed in the direction of the prevailing wind.
 - Ties are attached to the tree as high as practical.
 - The axis of the stake should be at 90 degree angle to the axis on the pul of the guy wire.
- Remove all guying and staking after one year from planting.

Pruning:

- Prune deciduous trees and evergreens only to remove broken or damaged branches.

WORKMANSHIP

During landscape/irrigation installation operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of installation operations, all excess materials, equipment, debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles. Sweep parking and walks clean of dirt and debris. Remove all plant tags and other debris from lawns and planting areas.

Any damage to the landscape, the structure, or the irrigation system caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

MAINTENANCE

Contractor shall provide maintenance until work has been accepted by the Owner's Representative.

Maintenance shall include mowing, fertilizing, mulching, pruning, cultivation, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants and lawns free of insects and diseases.

- Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
- repair guy wires and stakes as required. Remove all stakes and guy wires after 1 year.
- Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
- Water trees, plants and ground cover beds within the first 24 hours of initial planting, and not less than twice per week until final acceptance.

LANDSCAPE MAINTENANCE SPECIFICATIONS

The Contractor shall provide as a separate bid, maintenance for a period of **1 year** after final acceptance of the project landscaping. The Contractor must be able to provide continued maintenance if requested by the Owner or provide the name of a reputable landscape contractor who can provide maintenance.

STANDARDS

The landscape maintenance services shall be performed by trained personnel using current, acceptable horticultural practices.

All work shall be performed in a manner that maintains the original intent of the landscape design.

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified applicator.

APPROVALS

Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the Owner's Representative (General Manager of the restaurant).

All seasonal color selections shall be approved by the General Manager prior to ordering and installation.

SOIL TESTING

The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results

Landscape Trees and Shrubs	
Turf	
pH Range	5.0-7.0 6.0-7.0 >1.5%
Organic Matter	>2.5%
Magnesium (Mg)	100+lbs./acre 100+lbs./acre
Phosphorus (P2O5)	150+lbs./acre 150+lbs./acre
Potassium (K2O)	120+lbs./acre 120+lbs./acre
Soluble salts/	Not to exceed 900ppm/1.9 mmhos/cm
Conductivity	Not to exceed 750ppm/0.75 mmhos/cm in soil, not exceed 1400 ppm/2.5 mmhos/cm in high organic mix in soil; not exceed 2000 ppm/2.0 mmhos/cm in high organic mix

For unusual soil conditions, the following optional tests are recommended with levels not to exceed:

Boron
3 pounds per acre
Manganese
50 pounds per acre
Potassium (K2O)
450 pounds per acre
Sodium
20 pounds per acre

WORKMANSHIP

During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor, shall be repaired by the maintenance contractor without charge to the owner.

TURF

GENERAL CLEAN UP

Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved areas.

MOWING

Warm season grasses (i.e. Bermuda grass) shall be maintained at a height of 1" to 2" during the growing season.

Cool season grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, and parking areas. Caution: Weed eaters should NOT be used around trees because of potential damage to the bark.

EDGING

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

LIMING & FERTILIZING

A soil test shall be taken to determine whether an application of limestone in late fall is necessary. If limestone is required, the landscape contractor shall specify the rate, obtain approval from the owner and apply it at an additional cost. A unit price for liming of turf shall accompany the bid based on a rate of 50 pounds per 1000 square feet.

Fertilizer shall be applied in areas based on the existing turf species.

LAWN WEED CONTROL: HERBICIDES

Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. **Read the label prior to applying any chemical.**

INSECT & DISEASE CONTROL FOR TURF

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turf" for control. The licensed applicator shall be familiar with the label provided for the selected product prior to application.

Inspection and treatment to control insect pests shall be included in the contract price.

TREES, SHRUBS, & GROUND COVER

PRUNING

All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shapes. **Do not shear trees or shrubs.** If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

Pruning Guidelines:

- Prune those that flower before the end of June immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display.
- Prune those that flower in summer or autumn in winter or spring before new growth begins, since these plants develop flowers on new growth.
- Delay pruning plants grown for ornamental fruits, such as cotoneasters, pyracanthas and viburnums.
- Hollies and other evergreens may be pruned during winter in order to use their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.
- Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens off.
- Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
- Conifers shall be pruned, if required, according to their genus.
 - Yews, junipers, hemlocks, arborvitae, and false-cypress may be pruned after new growth has hardened off in late summer. If severe pruning is necessary, it must be done in early spring.
 - Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side buds. Never cut central leader.
 - Pines may be lightly pruned in early June by reducing candles.
- Groundcover shall be edged and pruned as needed to contain it within its borders.
- Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on crepe myrtles, lilacs, viburnums, smoke bush, etc.
- Renewal pruning: Remove oldest branches of shrub at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may be best done over a three-year period. Renewal pruning may be used on abelia, forsythia, deutzia, spiraea, etc.

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

Shade trees that cannot be adequately pruned from the ground shall not be included in the Maintenance Contract. A certified arborist under a separate contract shall perform this type of work.

SPRING CLEANUP

Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g. ornamental grasses, Sedum Autumn Joy.

FERTILIZING

For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet; for narrow-leaf evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet; for broadleaf evergreens, 1 to 3 pounds of Nitrogen per 1000 square feet.

Shrubs and groundcover shall be top-dressed with compost 1" deep, or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 100 square feet of bed area. Eriacaceous material shall be fertilized with an ericaceous fertilizer at the manufacturer's recommendation rate. If plants are growing poorly, a soil sample should be taken.

WEEDING

All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times.

Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in accordance with the product's label.

INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUND COVER

The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state Cooperative Service publication on insect control on landscape plant material.

Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides shall be made when the owner authorizes it.

If the contractor notes an especially insect-or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is *Insects that feed on Trees and Shrubs* by Johnson and Lyon, Comstock Publishing Associates. For plant pathogenic diseases, two references are suggested: *Scouting and Controlling Woody Ornamental Diseases in Landscapes and Nurseries*, authorized by Gary Moorman, published by Penn State College of Agricultural Sciences, and *Diseases of Trees and Shrubs* by Sinclair and Lyon, published by Comstock Publishing Press.

TRASH REMOVAL

The maintenance contractor shall remove trash from all shrub and groundcover beds with each visit.

LEAF REMOVAL

All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the maintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

WINTER CLEAN-UP

The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March.

Clean-up includes:

- Cleaning curbs and parking areas
- Removing all trash and unwanted debris
- Turning mulch where necessary
- Inspection of grounds

SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS

The installation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, installed and billed to the owner.

SEASONAL COLOR MAINTENANCE

Perennialization of Bulbs:

- After flowering, cut off spent flower heads.
- Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
- Allow leaves of other bulbs to yellow naturally and then cut off at base.
- Apply fertilizer after flowering in spring, possibly again in fall. Apply 10-10-10 at the rate of 2 pounds per 1000 square feet, or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

Flower Rotation:

- Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner, and install new plants if included in contract.
- Summer Annuals or Fall Plants:
 - Dead heading: Pinch and remove dead flowers on annuals as necessary.
 - Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer. Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly; or mulch with compost 1" deep.
- Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and then removed, unless otherwise directed by the owner.

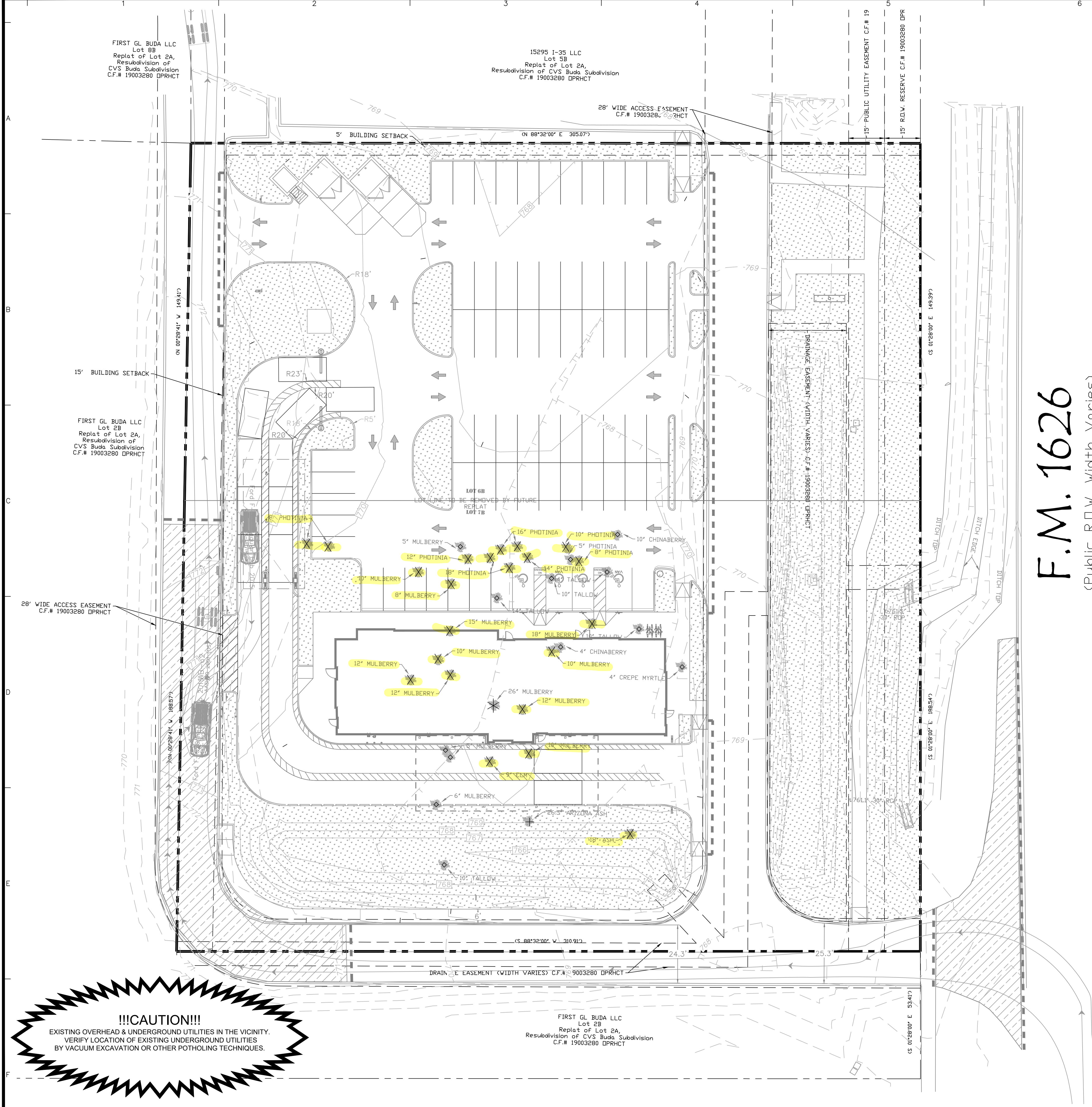
Perennials:

- After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
- The following year:
 - Fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer, or mulch perennials with compost 1" deep.
 - Cut all deciduous perennials flush to the ground by March 1, if this was not done the previous fall, to allow new growth to develop freely.
 - Inspect for insect or disease problems on perennials. Monitor and control slugs on hostas and ligularias. Powdery mildew on philox, monardas, and asters can be prevented with properly timed fungicides or use of disease-resistant varieties.
 - Weed perennial bed as specified in "WEDING" above.
 - Prune branching species to increase density. Cut only the flowering stems after blooming. Do not remove the foliage.
- The following fall cut back deteriorating plant parts unless instructed to retain for winter interest, e.g. Sedum Autumn Joy and ornamental grasses.
- Long-term Care:
 - Divide plants that overcrowd the space provided. Divide according to the species. Some need frequent dividing, e.g. asters and yarrow every two years; other rarely, if ever, e.g. peonies, hostas, and astilbe.
 - For detailed information regarding the care of specific perennials, refer to *All About Perennials* by Ortho; *Perennials: How to Select, Grow and Enjoy* by Pamela Harper and Frederick McQuay; *Hi Books Publisher, Herbaceous Perennial Plants: A Treatise on their Identification, Culture and Garden Attributes* by Allan Amlage, Stipes Pub LLC.

SUMMARY OF MAINTENANCE

LAWN MAINTENANCE

- Soil analysis performed annually to determine pH. If pH does not fall within specified range, adjust according to soil test recommendations.
- Maintain proper fertility and pH levels of the soil to provide an environment conducive to turf vitality for cool season grasses.
- Mow warm and cool season on a regular basis

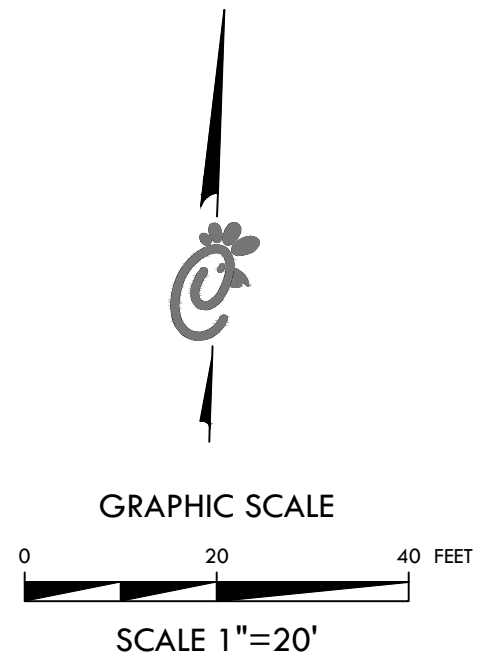


LEGEND

- ◊ TREES TO BE REMOVED THAT ARE EXEMPT FROM MITIGATION
- * PROTECTED TREES TO BE REMOVED THAT REQUIRE MITIGATION
- X SIGNATURE TREES TO BE REMOVED THAT REQUIRE MITIGATION
- + TREES THAT ARE DEAD- NO MITIGATION REQUIRED

TREE INVENTORY	
TOTAL NUMBER OF CALIPER INCHES TO BE PRESERVED	0
PROPOSED TREE PRESERVATION CREDITS	0
N/A - All trees on site proposed to be removed	
TREE PROTECTION METHODS	
CALIPER INCHES TO BE REMOVED THAT REQUIRE MITIGATION	
A. "Signature" tree	26
B. "Protected" trees	272
Total:	298
CALCULATED MITIGATION REQUIREMENT (IN CALIPER INCHES)	
A. "Signature" tree at ratio of (3:1)	78
B. "Protected" trees at ratio of (1:1)	272
Total:	350
PROPOSED MITIGATION	
A1. "Signature" Tree Replacement: (9) 3" Cal. trees for 27 caliper inches	Ref. L1.0 for locations
A2. "Signature" Tree Fee-in-lieu @ \$350 per caliper inch for 51 caliper inches	\$17,850
B. "Protected" Trees Fee-in-lieu @ \$200 per caliper inch for 272 caliper inches	\$54,400
Total Proposed Fee-in-lieu:	\$72,250

NOTE:
1) REFER TO L1.0 FOR PROPOSED REPLACEMENT TREE LOCATIONS
2) CRITICAL ROOT ZONES NOT SHOWN SINCE ALL EXISTING TREES ARE TO BE REMOVED

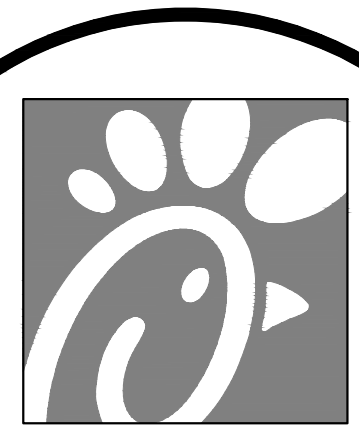


Know what's below.
Call before you dig.

SITE PLAN APPROVAL	SHEET L-1.3 OF
FILE NUMBER 2023-754	APPLICATION DATE: 11/20/2023
APPROVED BY COMMISSION	UNDER THE CITY OF BUDA
UNIFIED DEVELOPMENT CODE.	
EXPIRATION DATE:	CASE MANAGER: A. HERNANDEZ
City Engineer, City of Buda	
RELEASED FOR GENERAL COMPLIANCE: ZONING: E4	
Rev. 1	Correction 1
Rev. 2	Correction 2
Rev. 3	Correction 3
Final Plat must be recorded by the project expiration date, if applicable, subsequent site plans which do not comply with the Code current at the time of filing, and all required building permits and/or notice of construction (if a building permit is not required), must also be approved prior to the project expiration date.	

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF BUDA MUST RELY ON UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

LANGAN
Langan Engineering and Environmental Services, Inc.
2999 Olympus Boulevard, Suite 165
Dallas, TX 75019
T:817.328.3200 www.langan.com
TBPE FIRM REG. #F-13709



Chick-fil-A

5200 Buffington Rd. Atlanta Georgia, 30349-2998

Revisions:
Mark Date By

△

Mark Date By

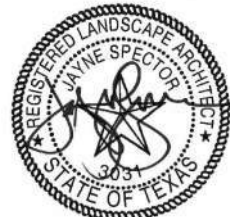
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JAYNE SPECTOR, RLA
TEXAS LIC. NO. 3031

CHICK-FIL-A 05508
WEST BUDA FSU

STORE

P14-LSP-LRG

SHEET TITLE

TREE
REMOVAL
PLAN

☒ For Permit
☐ For Bid
☐ For Construction

Job No. : 520061201

Store : 05508

Date : 2/2/2024

Drawn By : DH

Checked By : APJS

Sheet

L-1.3

Address	370 FM-1626 Buda TX 78610 US
Tree Number	1002
Tree Species	White Mulberry
Diameter (DBH)	26
Multi Stem	
Condition	Fair
Notes	
Summary	<p>Tree # 1002, a 26" White Mulberry, is in healthy condition and receives a Fair overall condition rating and is a fair candidate for preservation. Tree has some dieback from past freeze damage and has significant adventitious growth (suckering). This tree would benefit from a crown cleaning pruning but overall in a healthy condition. As evidenced by size and vitality, tree is overly-mature and likely nearing end of it's relatively short life span (50 - 75 years max) and would not likely take well to construction impacts and may not have the longevity to justify preservation in lieu of transplanting or relocation of proposed improvements on site (if in significant conflict).</p> <p>Tree has no tag and survey has no reference tag number but it is directly to the east of tree # 5054.</p> <p>This tree (as well as many other species present on site) is a non-native, invasive species and not indigenous to this area. It's an introduced exotic and our recommendation is to request exemption for this tree due to being listed on the Invasive Plant Atlas of the United States as well as the United States Department of Agriculture Forest Service.</p> <p>Thank you,</p> <p>Justin R. Krobot, PMP, BCMA Operations Manager South Texas Market Manager Tree Mann Solutions, LLC O: 512.710.0643 C: 210.428.9341 E: justin@treemannsolutions.com M: Tree Mann Solutions, LLC 723 West University Ave. #273 Georgetown, TX 78626 ISA Board Certified Master Arborist & Municipal Specialist # TX-3937-BM TRAQ TOWQ #167 Member – American Society of Consulting Arborists</p>



Signature

A handwritten signature in black ink, appearing to be 'JH' or similar, written in a cursive style.

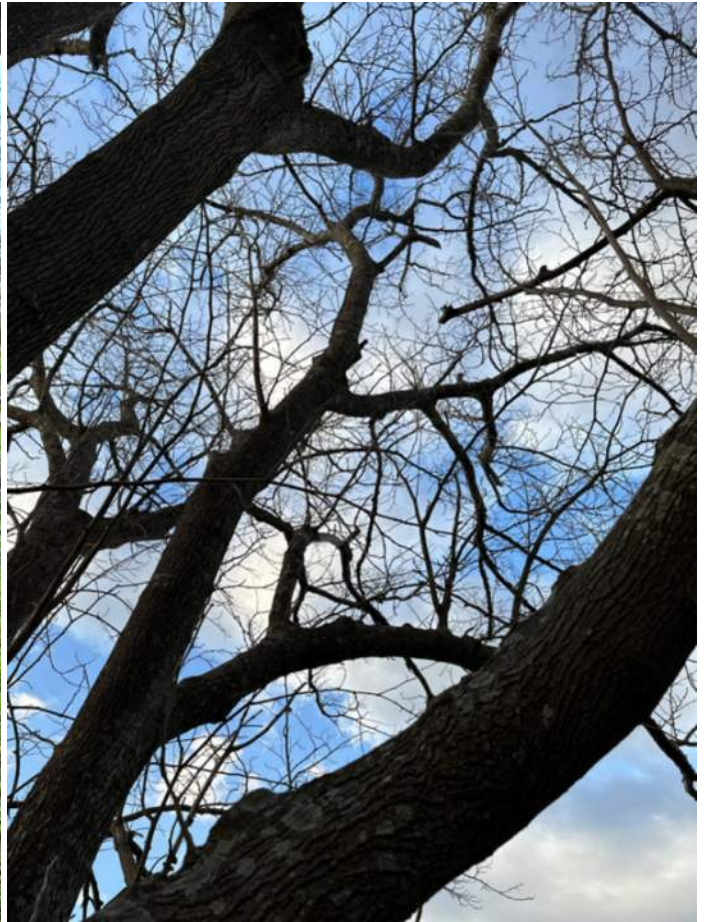
Signed 1/11/2024, 6:08:19 PM HAST

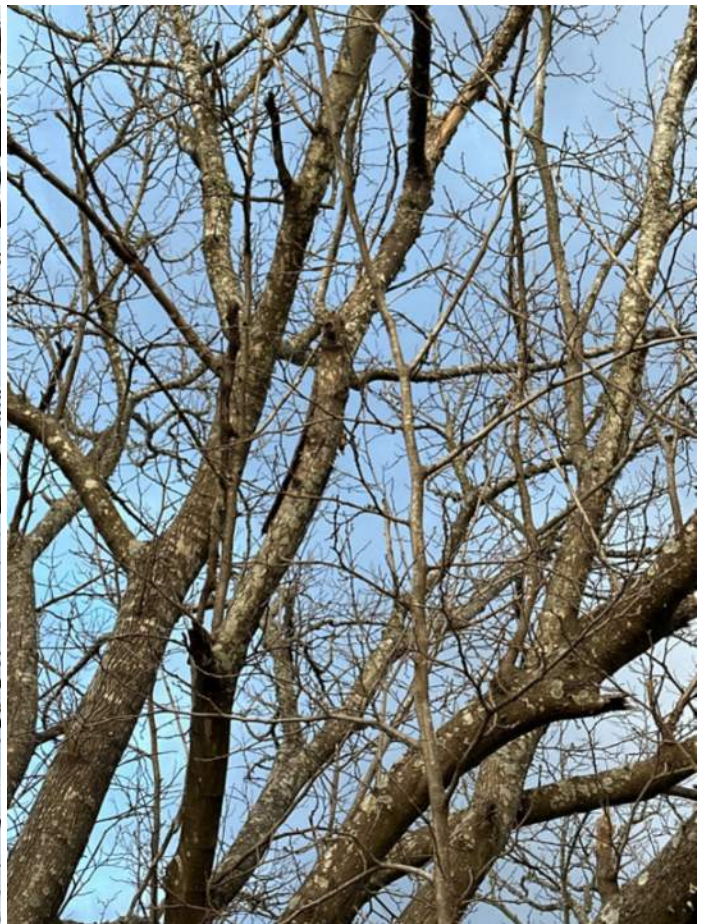


Photos



Tree Mann Solutions, LLC
723 W UNIVERSITY AVE # 273
GEORGETOWN, TX 78626-2662







February 2, 2024

City of Buda Planning and Zoning Commission
405 E. Loop Street, Building 100, Buda, Texas 78610

**Re: Tree Removal Hearing at P&Z Commission
Chick-fil-A West Buda FSU
FM 1626 & FM 967, Buda, TX 78610
Buda Site Plan No.: 2023-754**

Dear City of Buda Planning and Zoning Commission:

Regarding tree number 1002, our recommendation is for removal if it is not convenient to preserve with the site design. Although not specifically exempted in the City of Buda ordinance as a non-native, invasive species, this species of White mulberry can be found in many creek ways in the area, and they are known to displace native trees. White Mulberry is listed as an invasive species in the "Invasive Plant Atlas of the United States" and is native to Asia.

This tree species is required to be surveyed in the adjacent city of Austin, but no mitigation is required in Austin due to it being an exempted species per the City of Austin Environmental Criteria Manual Section 3.5.4 on Mitigation. In addition, White mulberry is a short-lived tree species that was planted intentionally, as all trees on this lot, around a homestead that was demolished in 2017 and has no apparent historical or ecological significance that would warrant prioritization for preservation.

Tree number 1002 itself is in "Fair" condition although it has suffered some freeze damage and is not an ideal candidate for preservation as it's vigor and age regards it less tolerant of construction impacts. It likely would not survive the significant impacts required for construction within the project area. Again, it is our recommendation that this tree be removed for the construction of the proposed project.

We appreciate your consideration in this matter.

Sincerely,
Justin R. Krobot, PMP, BCMA
Board Certified Master Arborist
Operations Manager; South Texas Market Manager
Tree Mann Solutions, LLC

Enclosure(s): Tree Evaluation Report, "TMS1002 – 26 White Mulberry"
Supporting Documentation, "USDA White Mulberry Publication"
Supporting Documentation, "Invasive Plant Atlas White Mulberry Publication"

cc: Katie Stewart, PE
Rob Adams, PE
Matt Korte, PE

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For Reference, City of Austin Environmental Criteria Manual Section 3.5.4 – Mitigation

2. Exemptions from Mitigation Requirements
A permit is required for removal of or impact to any regulated tree, including those exempt from mitigation requirements.

a. Dead, Diseased, or Imminent Hazard
Per Land Development Code 25-8-642, no mitigation shall be required for the removal of any regulated tree determined by the City Arborist to be dead, diseased, or an imminent hazard.

b. Mitigation-Exempt Species
No mitigation shall be required for removal of one of the following species:

[EXPAND](#)

Arizona Ash (<i>Fraxinus velutina</i>)	Chinaberry (<i>Melia azedarach</i>)	Chinese Parasol (<i>Firmiana simplex</i>)
Chinese Pistache (<i>Pistacia chinensis</i>)	Chinese Tallow (<i>Triadica sebifera</i>)	Koelreuteria (<i>Koelreuteria</i> spp.)
Ligustrum (<i>Ligustrum</i> spp.)	Mimosa (<i>Albizia julibrissin</i>)	Mulberry, Paper (<i>Broussonetia papyrifera</i>)
Mulberry, White (<i>Morus alba</i>)	Photinia (<i>Photinia</i> spp.)	Salt Cedar (<i>Tamarix</i> spp.)
Siberian Elm (<i>Ulmus pumila</i>)	Tree of Heaven (<i>Ailanthus altissima</i>)	Vitex (<i>Vitex agnus-castus</i>)

WHITE MULBERRY

Morus alba L.

Plant Symbol = MOAL

Contributed by: USDA NRCS National Plant Data Center



Department of Botany
University of Wisconsin, Madison

Alternative Names

Chinese white mulberry, common mulberry, Russian mulberry, silkworm mulberry, chi sang, chin sang, moral blanco

Uses

Ethnobotanic: The fruits may be eaten cooked or raw and are made into jellies, jams, pies and is added to bread, cookies, or puddings. The fruit is also an ingredient in mulberry wine and is used as a raisin substitute. The inner bark was roasted and grounded into a meal and then used as a thickener in soups or mixed with cereals when making bread. The young shoots were used as a tea substitute

Economic: White mulberry was introduced along the Atlantic seaboard during colonial times when an attempt was made to establish the silkworm industry in this country (Harrar & Harrar 1962). A fiber was obtained from the bark and used in weaving. A brown dye can be obtained from the trunk.

The wood is valued for sporting goods due to its durability, flexibility, and elasticity. It is used mainly for tennis and badminton rackets, hockey sticks, furniture, agricultural implements, and house and boat building materials. The stem is fibrous and is used in Europe and China for making paper.

Medicinal: The leaves are taken internally in the treatment of sore throats, colds, eye infections, and nose bleeds. The stems are used in the treatment of spasms, rheumatic pains, and high blood pressure. The fruit is used in the treatment of urinary incontinence, dizziness, diabetes, pre-maturing gray hair, and constipation in the elderly.

Wildlife: White mulberry leaves are eaten as a vegetable and are useful as a cattle fodder. Wild birds, hogs, and poultry eat the mulberry fruit.

Agroforestry: *Morus alba* is used in tree strips for windbreaks. They are planted and managed to protect livestock, enhance production, and control soil erosion. Windbreaks can help communities with harsh winter conditions better handle the impact of winter storms and reduce home heating costs during the winter months.

Status

Introduced into the U.S. and it is considered invasive by several sources. Please consult the Plants Web site and your State Department of Natural Resources for this plant's current status, such as, state noxious status and wetland indicator values.

Weediness

This plant may become weedy or invasive in some regions or habitats and may displace desirable vegetation if not properly managed. Please consult with your local NRCS Field Office, Cooperative Extension Service office, state natural resource, or state agriculture department regarding its status and use. Weed information is also available from the PLANTS Web site at plants.usda.gov. Please consult the Related Web Sites on the Plant Profile for this species for further information.

Description

General: Mulberry family (Moreaceae). White mulberry is an introduced, small to medium sized shrub or tree. The leaves are alternate, simple, serrate or dentate, ovate to broad ovate, and two to seven inches long (Dirr 1990). The flowers are small, greenish, crowded in clusters, and hanging in catkins. The fruit is blackberry like, typically white but sometimes pinkish violet, insipid and so plentiful it litters lawns and pavements (Taylor 1965). The bark is light brown to gray and smooth, becoming divided into narrow scaly ridges.

Distribution: *Morus alba* is a Chinese tree, cultivated throughout the world wherever silkworms are raised. It is occasionally cultivated in Japan, Europe, North America, and Africa. In Michigan, white mulberry is frequent in urban environments in the southern half of the Lower Peninsula, occasionally in the northern half of the Lower Peninsula and the Upper Peninsula (Barnes & Wagner 1981). This species is naturalized in the urban environment and rare in disturbed forest communities (Ibid.). For current distribution, please consult the Plant profile page for this species on the PLANTS Web site.

Adaptation

White mulberry grows well on a wide variety of soils. It prefers a warm, moist, well-drained loamy soil in a sunny position. It withstands drought once well established. *Morus alba* is quite salt tolerant. This species is also fairly wind-resistant.

Establishment

Propagation from Seed: Sow the seeds as soon as they are ripe in a cold frame. Germination of fresh seed may vary because some seed will contain dormant embryos and impermeable seed coats (Dirr & Heuser 1987). Germination is improved by cold stratification at 33 to 41°F for one to three months (Ibid.). After germination, the seeds require half shade for a few weeks.

Propagation from Cuttings: Cutting are taken from bushes at pruning time. The branches are cut twenty-two to thirty centimeters long with three buds and planted immediately. June and July are optimum months for rooting (Dirr & Heuser). The cuttings are buried in soil about six to nine centimeters deep and watered frequently. After about a month when the buds have shoots, they are taken out and planted. Mid July cuttings with bases are dipped in 8000 ppm IBA-talc and sand, that roots in three weeks with heavy root systems (Ibid.).

Management

Mulberries have brittle roots and need to be handled with care when being planted. Pruning should be done in the winter when the plant is fully dormant. Only badly placed branches or dead wood should be removed during pruning. Mulberries are bleeders and should not be cut when the sap is flowing.

Different mulberry trees vary in fruit production. Sericulture is the most important commercial use for white mulberry. Young, fully developed leaves are best for feeding silkworm larvae. White mulberry can become weed trees as fruits are distributed by birds and other wildlife (Dirr 1997).

Control

Please contact your local agricultural extension specialist or county weed specialist to learn what works best in your area and how to use it safely. Always read label and safety instructions for each control method. Trade names and control measures appear in this document only to provide specific information. USDA NRCS does not guarantee or warranty the products and control methods named, and other products may be equally effective.

Cultivars, Improved and Selected Materials (and area of origin)

‘Charparral’, ‘Pendula’, ‘Teas’, ‘Bellaire’, and ‘Lingan’ are some of the cultivars of *Morus alba*. ‘Charparral’ is fruitless, with a weeping form, reaching a height of twelve feet. ‘Pendula’ has a slender weeping form, reaching a height and spread of twenty feet. ‘Teas’ is grown for its edible fruit. ‘Bellaire’ has a distinctive form and multiple trunk (Dirr 1990), ‘Lingan’ is a type with leathery, lustrous foliage. It is fruitless, fast growing, and drought resistant (Ibid.).

Consult your local nurseries to choose the right cultivar for your specific landscape.

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<<http://www.wisc.edu/botit/img/bot/130/Plant%20Morphology/130%20Required%20Terms/Leaf%20Structure/Lobed/>>

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Edited: 10jan02 jsp; 24feb03 ahv; 060802 jsp

For more information about this and other plants, please contact your local NRCS field office or Conservation District, and visit the PLANTS Web site <<http://plants.usda.gov>> or the Plant Materials Program Web site <<http://Plant-Materials.nrcs.usda.gov>>

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Invasive Plant Atlas

of the United States


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white mulberry

Morus alba L.

USDA PLANTS Symbol: **MOAL**

U.S. Nativity: Exotic

Habit: Hardwood Trees Shrub or Subshrub

Jump to: [Resources](#) | [Images](#) | [Distribution Maps](#) | [Sources](#)

Taxonomic Rank: Magnoliopsida: Urticales: Moraceae

Synonym(s): mulberry

Native Range: China ([REHD](#)); Temp. Asia-China ([GRIN](#));

Appearance

Morus alba is a small, 30-50 ft. (9.1-15.2 m) tall, deciduous tree that invades disturbed areas throughout the United States.

Foliage

The alternate leaves are polymorphic (variably shaped), 2-8 in. (5.1-20.3 cm) long and shiny with blunt teeth and heart-shaped bases. Young bark, the bark along the roots, and the inner bark along the trunk are often bright orange in color. Older bark is gray with narrow, irregular fissures.

Flowers

Flowering occurs in April. Plants are normally dioecious (male and female flowers on separate plants). Male flowers are small, green and occur in 1-2 in. (2.5-5.1 cm) long catkins. Female flowers are inconspicuous and crowded in short spikes.

Fruit

Fruits are multiple-seeded berries. They can range in color from black to pink or even white when ripe.

Ecological Threat

Morus alba is very similar to the native red mulberry (*Morus rubra*), but may be distinguished by the leaves. *Morus alba* leaves have glossy surfaces whereas the leaves of *Morus rubra* do not. *Morus alba* is found throughout the United States, where it invades old fields, urban lots, roadsides, forest edges, and other disturbed areas. It poses an ecological threat by displacing native species, possibly hybridizing with and transmitting a root disease to the native *Morus rubra*. *Morus alba* is native to Asia and was introduced in colonial times as a food source for silkworms.

Identification, Biology, Control and Management Resources

Weed of the Week - USDA Forest Service

Plant Invaders of Mid-Atlantic Natural Areas - National Park Service and U.S. Fish and Wildlife Service

Selected Images from Invasive.org

[View All Images at Invasive.org](#)



Tree(s); habitat

Robert Vidéki, Doronicum Kft., Bugwood.org
[Additional Resolutions & Image Usage](#)



Foliage;

David J. Moorhead, University of Georgia,
Bugwood.org

[Additional Resolutions & Image Usage](#)



Foliage;

David J. Moorhead, University of Georgia,
Bugwood.org

[Additional Resolutions & Image Usage](#)



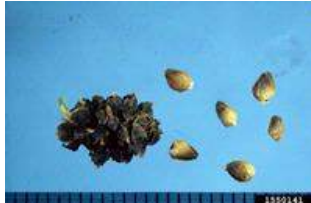
Foliage; Leaves smooth

Rebekah D. Wallace, University of Georgia,
Bugwood.org

[Additional Resolutions & Image Usage](#)

**Foliage; Leaves and fruit**John M. Randall, The Nature Conservancy,
Bugwood.org[Additional Resolutions & Image Usage](#)**Plant(s); in fruit**John Cardina, The Ohio State University,
Bugwood.org[Additional Resolutions & Image Usage](#)**Fruit(s);**Theodore Webster, USDA Agricultural Research
Service, Bugwood.org[Additional Resolutions & Image Usage](#)**Fruit(s);**

Chris Evans, University of Illinois, Bugwood.org

[Additional Resolutions & Image Usage](#)**Seed(s);**Ohio State Weed Lab , The Ohio State University,
Bugwood.org[Additional Resolutions & Image Usage](#)**Twig(s)/Shoot(s); stick; bud**

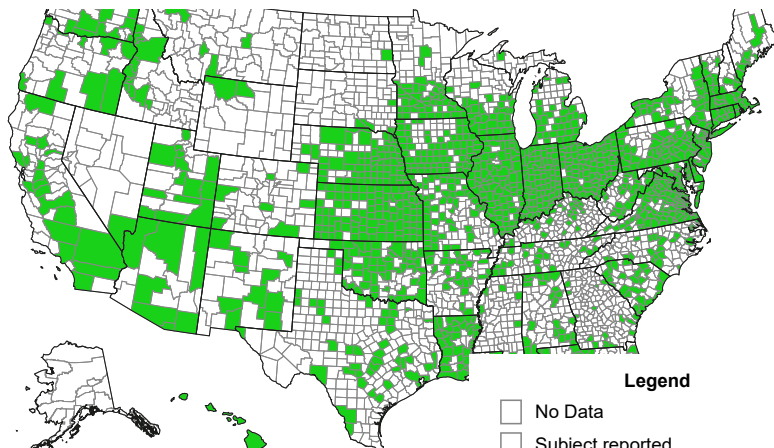
Robert Vidéki, Doronicum Kft., Bugwood.org

[Additional Resolutions & Image Usage](#)**Feature(s); branch**John Cardina, The Ohio State University,
Bugwood.org[Additional Resolutions & Image Usage](#)**Bark; Bark.**

Vern Wilkins, Indiana University, Bugwood.org

[Additional Resolutions & Image Usage](#)**EDDMapS Distribution:**

This map is incomplete and is based only on current site and county level reports made by experts and records obtained from USDA Plants Database. For more information, visit www.eddmaps.org

white mulberry (*Morus alba*) including child taxa
[Share](#) [Download](#) [Flag](#) [FullScreen](#)
**State List**

This map identifies those states that list this species on their invasive species list or law.

**U.S. National Parks where reported invasive:**

Colonial National Historical Park (Virginia)

Invasive Listing Sources:

City of Ann Arbor Michigan Parks and Recreation

Georgia Exotic Pest Plant Council

Hoffman, R. & K. Kearns, Eds. 1997. Wisconsin manual of control recommendations for ecologically invasive plants. Wisconsin Dept. Natural Resources, Bureau of Endangered Resources. Madison, Wisconsin. 102pp.

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Kentucky Exotic Pest Plant Council

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Non-Native Invasive Plants of Arlington County, Virginia

Non-Native Invasive Plants of the City of Alexandria, Virginia

Rhode Island Natural History Survey

South Carolina Exotic Pest Plant Council

Virginia Invasive Plant Species List

West Virginia Native Plant Society, Flora West Virginia Project, and West Virginia Curatorial Database System, September 3, 1999



Website developed by [The University of Georgia - Center for Invasive Species and Ecosystem Health](#) and the [National Park Service](#) in cooperation with the [Invasive Plant Atlas of New England](#), [Invasive Plant Control, Inc.](#), [USDA Forest Service](#), [USDA NRCS PLANTS Database](#), [Lady Bird Johnson Wildflower Center](#), [National Association of Exotic Pest Plant Councils](#), [Plant Conservation Alliance](#), and [Biota of North America Program](#).

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Last updated October 2018 / [Privacy](#)



Agenda Item Report

Legislative Board:

Planning and Zoning
Commission

Date:

March 26, 2024

Contact:

Will Parrish

Agenda Item ID /

Number:

2024-242- / G.3

ITEM TITLE: Hold a Public Hearing and consider a request by Buda Cole Springs JV LTD for a Development Agreement (DA) between the City of Buda and the subject property owners for a 98.96 acre tract of land, generally located between Cole Springs Road and Old Black Colony Road, out of the Phillip J. Allen Survey No. 5, Abstract 1, Hays County, Texas (DA 23-01) (Assistant Development Services Director Will Parrish).

1. EXECUTIVE SUMMARY

This is the Public Hearing and action item regarding the Development Agreement (DA) for a project known as The Reserve. Additionally, a Planned Development (PD) zoning application has been submitted for this property.

The purpose of this DA is to create an in City Municipal Utility District that will construct park, utility, and roadway improvements to serve the associated development of approximately 233 single family lots. Additionally, the DA memorializes the responsibilities associated with the realignment and reconstruction of Cole Springs Road and the extension of utilities from the western boundary of this property to HWY 1626.

2. BACKGROUND/HISTORY

At one point, this project was associated with the neighboring Development, known as "The Colony", however in its current form it is an independent development. The applicants have provided multiple workshops for the Planning and Zoning Commission and City Council.

Public Notice was sent on March 8, 2024 to all property owners within 400 feet of the property for the March 26, 2024 Planning and Zoning Commission Meeting.

3. ANALYSIS

The DA establishes the following general standards:

1. The development will not plat more than 235 home lots.

2. 4.7 acres of Parkland (per UDC) will be constructed and dedicated to the City, and responsibilities shall be divided as follows:

- The City will be responsible for marinating hardscapes, structures, the parking lot, and playgrounds.
- The HOA will maintain all landscaping, irrigation, and nature trails.
- Additional 8 acres of parkland that exceeds maximum slope requirements.

3. The Developer shall provide an additional approximately 16 acres of open space, which shall be owned and maintained by the HOA.

4. The Developer will be allowed to remove 23% of Heritage Trees and 20% of Signatures Trees, and shall mitigate for all removals with 3 inch plantings. These plantings will be allowed within each home lot as well as along both sides of the Cole Springs realignment and Neighborhood Collector roads.

5. The Developer shall design and construct a N/S Neighborhood Collector Road that will travel 1,1211 linear feet north from Cole Springs and terminate at the northern property line, providing for future connectivity in compliance with the Buda Transportation Mobility Master Plan, as provided for in this DA.

6. The Developer shall design and construct the Cole Springs Realignment through the subject property, in compliance with the Buda Transportation Mobility Master Plan, as provided for in this DA.

7. The Developer will design and construct the Western Cole Springs Extension from westernmost edge of the subject property to HWY 1626 in compliance with the Buda Transportation Mobility Master Plan, as provided for in this DA.

- The City agrees to initiate acquisition procedures, including condemnation, to acquire, in the CITY's name, the additional right-of-way necessary to construct to roadway.
- The City is responsible for the costs associated with acquisition of ROW and relocation of existing utilities.
- The City has until the later of A) 3 years from the approval of this ordinance or B) 90 days after the City's acceptance of the Phase 1 infrastructure to complete the ROW acquisition.

8. Water Quality protections from section 4.05.05 of the UDC will apply to the property with the exception of the modifications attached. Additionally the impervious coverage for the property will not exceed 43% of the total property.

9. The City will provide retail service of water and wastewater to the property. The Developer will design and construct all facilities to serve the development and then convey them to the City.

10. The City agrees to provide Impact Fee Credits towards the cost of oversizing capital water and wastewater improvements beyond the needs of the development.

11. The City agrees to use good faith efforts to obligate the West Oak Developer in such development agreement or in a separate written agreement to pay to design and construct a 12-inch water line and 21 inch wastewater line from the western boundary of the development to 1626 within the Western Cole Springs Extension.

- If the West Oak Developer fails to reimburse the Developer for the utility extension, the City shall pay for the Utility extension.

12. The Municipal Utility District has the authority to issue bonds to pay for the infrastructure to serve the development.

4. FINANCIAL IMPACT

The Development proposes to reconstruct a substantial portion of Cole Springs Road, and provides a mechanism to extend utilities to 1626.

The City will collect typical development review fees for platting and building plans. Additionally the development will provide utility customers for water and wastewater.

The agreement does obligate the City to purchase ROW for the Cole Springs Extension, and requires that the City provide impact fee credits for oversizing of utilities.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Balance residential and commercial growth

7. PROS AND CONS

Pros:

- Will construct significant planned transportation and utility infrastructure that will provide connectivity and utilities to 1626.
- Mix of single family residential products, between 55' and 75' lots.
- Approximately 30 acres of parkland and open space.

Cons:

- Development generates traffic
- Residents of this development will pay additional taxes to the Developer established MUD.

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff has reviewed the request and recommends approval of the request as submitted.

Attachments:

[City of Buda Annexation, Development, and Municipal Utility District Consent Agreement for Reserve at Cole Springs-4853-5365-1582-v14.pdf](#)

[Concept Plan \(1\).pdf](#)

[Parkland and Open Space \(2\).pdf](#)

[PZ -Reserve at Cole Springs DA - March 2024.pdf](#)

**CITY OF BUDA ANNEXATION, DEVELOPMENT, AND MUNICIPAL UTILITY
DISTRICT CONSENT AGREEMENT
FOR THE RESERVE AT COLE SPRINGS**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This CITY OF BUDA ANNEXATION, DEVELOPMENT, AND MUNICIPAL UTILITY DISTRICT CONSENT AGREEMENT FOR THE RESERVE AT COLE SPRINGS (this “AGREEMENT”), dated [REDACTED], 2024 (the “EFFECTIVE DATE”), is hereby made by and between the CITY OF BUDA, TEXAS, a home rule municipality located in Hays County, Texas (the “CITY”), and Buda Cole Springs JV, LP, a Texas limited partnership (the “DEVELOPER”). Subsequent to its creation, Buda Municipal Utility District No. 2, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this AGREEMENT (the “DISTRICT”), will become a party to this AGREEMENT. The CITY, the DEVELOPER, and the DISTRICT may be referred to individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, the DEVELOPER owns approximately 98.961 acres of real property, more or less, located in Hays County, Texas that is currently within the extraterritorial jurisdiction of the CITY, such real property being more particularly described and depicted in **Exhibit A** attached hereto and fully incorporated into this AGREEMENT and for all purposes referred to herein as the “PROPERTY”; and

WHEREAS, the DEVELOPER has voluntarily petitioned the CITY to annex the PROPERTY into the municipal boundaries of the CITY pursuant to the Petition for Voluntary Annexation attached as **Exhibit B** (the “PETITION FOR VOLUNTARY ANNEXATION”), with the understanding of the PARTIES that the CITY will consider the annexation and zoning of PROPERTY contemporaneously with the approval of this AGREEMENT by the CITY; and

WHEREAS, the DEVELOPER intends that the PROPERTY be developed solely for residential purposes; and

WHEREAS, the PROPERTY has certain constraints which, if developed, will result in development costs greater than the costs of similar land; and

WHEREAS, the DEVELOPER intends to construct and/or upgrade new and existing utility facilities, transportation facilities, public parks, and trails exceeding applicable CITY regulations for in-city development or cause same to be constructed and/or upgraded; and

WHEREAS, the DEVELOPER has petitioned the CITY for the CITY’s consent to the creation of the DISTRICT, an in-city municipal utility district, to be located entirely within the territorial limits of the CITY and to encompass the PROPERTY pursuant to the Petition for Consent to Creation of District attached as **Exhibit C** (the “PETITION FOR CONSENT TO CREATION OF DISTRICT”); and

WHEREAS, in recognition of the mutual benefits to be derived from the development of the PROPERTY, the PARTIES desire to enter into this AGREEMENT to coordinate (i) the annexation of the PROPERTY pursuant to Sections 43.0671-.0673 and 212.172 of the Texas Local Government Code, and subsequent zoning; (ii) the development and land use of the PROPERTY; and (iii) the CITY's consent to the creation of the DISTRICT pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code; and

WHEREAS, the City Council has found that City Staff mailed written notice to the property owners owning property within 200' of the proposed development of the location, date, time, and opportunity to comment before the City Council prior to its final consideration and action on the ordinances and agreements regarding The Reserve at Cole Springs development; and

WHEREAS, the CITY Planning and Zoning Commission has considered and made its recommendation regarding this AGREEMENT, and the City Council of the CITY has considered, authorized, and approved this AGREEMENT, each at regularly scheduled meetings subject to and conducted in accordance with the Texas Open Meetings Act and the ordinances and Charter of the CITY; and

WHEREAS, this AGREEMENT was passed and approved by Ordinance on [REDACTED], 2024 contained in the records of the CITY and recorded minutes adopted and approved for such meeting.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which are hereby acknowledged by the CITY and the DEVELOPER, the PARTIES agree as follows:

A. IN GENERAL

1. *Effective Date.* The EFFECTIVE DATE shall be noted in the recitals of this AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be the effective date of the ordinances described in this **Section A.1** of this AGREEMENT. Prior to the execution of this AGREEMENT, the CITY adopted: (i) the ordinance approving this AGREEMENT noted in the recitals above and attached as **Exhibit D** (the "AGREEMENT ORDINANCE"), (ii) an ordinance authorizing the annexation contemplated herein attached as **Exhibit E** (the "ANNEXATION ORDINANCE"), (iii) a zoning ordinance enacting the zoning of the PROPERTY contemplated herein attached as **Exhibit F** (the "ZONING ORDINANCE"), and (iv) an ordinance approving the creation of the DISTRICT over the PROPERTY attached as **Exhibit G** (the "CONSENT ORDINANCE"). The foregoing ordinances will not be individually operative unless and until all such ordinances have been finally passed. This AGREEMENT shall become effective on the EFFECTIVE DATE as to the CITY and the DEVELOPER upon the CITY's execution of this AGREEMENT. The AGREEMENT shall become effective to the DISTRICT as of the date of execution by the DISTRICT.

2. *Findings.* The foregoing recitals are hereby found to be true and correct and are hereby adopted by the PARTIES and made a part of this AGREEMENT for all purposes.
3. *Property.* The DEVELOPER and the CITY acknowledge and agree that the PROPERTY is, upon the EFFECTIVE DATE of this AGREEMENT, the real property subject to this AGREEMENT.

B. DEFINITIONS

Definitions. In addition to the terms defined elsewhere in this AGREEMENT, the following terms and phrases used in this AGREEMENT will have the meanings set out below:

APPLICABLE RULES means the CITY's rules, ordinances, and regulations in effect as of the EFFECTIVE DATE, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the CITY for the PROPERTY; (iii) any additional restrictions or regulations agreed to by the DEVELOPER in writing; and (iv) the UDC, hereinafter defined, as modified or amended by this AGREEMENT and the ZONING ORDINANCE and any subsequent modifications thereto.

BONDS means bonds, notes, or other obligations or indebtedness issued or incurred by the DISTRICT under the DISTRICT's borrowing power.

CITY OBJECTION is defined in Section G.2(b).

CITY MANAGER means the City Manager of the CITY.

CONCEPT PLAN means the Concept Plan for the PROPERTY contained in Exhibit H, as amended from time to time in accordance with this Agreement, which shall be deemed to constitute a development plan for the PROPERTY for purposes of Chapter 212 of the Texas Local Government Code.

COUNTY means Hays County, Texas.

DEVELOPER means Buda Cole Springs JV, LP, a Texas limited partnership, or any proper assignee pursuant to Section K.4 of this AGREEMENT.

DISTRICT IMPROVEMENTS means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), roads and improvements in aid of roads, public park and recreational facilities, and other public improvements, including both on-site and off-site facilities and improvements, as authorized by the Texas Constitution, Texas Water Code, or other applicable law, to serve the area within the DISTRICT's boundaries, as further delineated and described in Exhibit A.

LANDOWNER DISCLOSURE means the Landowner Disclosure attached as Exhibit I.

PARKLAND AND OPEN SPACE PLAN means the Parkland and Open Space Plan for the PROPERTY attached as **Exhibit J**.

PHASE I or II shall mean the individual phases to be constructed, as depicted and described in the CONCEPT PLAN.

PROPERTY means the approximately 98.961 acres of land, more or less, as described by metes and bounds in **Exhibit A**.

REIMBURSABLE COSTS means all costs of the DISTRICT IMPROVEMENTS (including land and easement acquisition costs) that are eligible for reimbursement from the net proceeds of BONDS issued in accordance with this AGREEMENT and, as applicable, the rules and regulations, as amended, of the TCEQ, hereinafter defined.

ROAD PROJECTS means any road projects or improvements in aid of such road projects that the DISTRICT is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the DISTRICT by special act of the Texas Legislature.

ROAD SPECIFICATIONS means the Road Specifications attached as **Exhibit K**.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

TRANSPORTATION IMPROVEMENTS PLAN means the Transportation Improvements Plan for the PROPERTY attached as **Exhibit L**.

TXDOT means the Texas Department of Transportation.

UDC means the Unified Development Code of the City of Buda as adopted on October 2, 2017, as amended by Ordinance Number 2019-24 adopted December 3, 2019, excluding any provisions thereof which have been or which may become in the future preempted or otherwise invalidated by state law.

WASTEWATER INFRASTRUCTURE means the wastewater facilities depicted and described in the WATER AND WASTEWATER PLAN.

WATER AND WASTEWATER PLAN means the Water and Wastewater Plan for the PROPERTY attached as **Exhibit M**.

WATER INFRASTRUCTURE means the water facilities depicted and described in the WATER AND WASTEWATER PLAN.

WATER QUALITY BUFFER ZONES PLAN means the Water Quality Buffer Zones Plan for the PROPERTY attached as **Exhibit N**.

WATER QUALITY TREATMENT SPECIFICATIONS mean the Water Quality Treatment Specifications for the PROPERTY attached as **Exhibit O**.

WRITTEN AGREEMENT REGARDING SERVICES means the Written Agreement Regarding Services attached as **Exhibit P**.

C. ANNEXATION AND ZONING

1. *Voluntary Annexation.* The DEVELOPER submitted the PETITION FOR VOLUNTARY ANNEXATION to the CITY, which was formally received by the City Council on [REDACTED], 2024, in compliance with Section 2.02 of the CITY Charter. Concurrently with approval of the ordinance approving this AGREEMENT, the CITY considered the PETITION FOR VOLUNTARY ANNEXATION submitted by the DEVELOPER. The DEVELOPER was permitted to voluntarily withdraw its PETITION FOR VOLUNTARY ANNEXATION at any time prior to adoption of the ANNEXATION ORDINANCE, including by written request or by offering testimony at a meeting of the City Council.
2. *Written Agreement Regarding Services.* The DEVELOPER and the CITY have entered into the WRITTEN AGREEMENT REGARDING SERVICES as required by Section 43.0672, Texas Local Government Code, regarding the provision of services to the PROPERTY.
3. *Contemplated Zoning.* The CITY considered zoning the PROPERTY subsequent to annexation of the PROPERTY and adopted the ZONING ORDINANCE concurrently with approval of the AGREEMENT ORDINANCE. The PARTIES acknowledge that zoning is a legislative act that cannot be guaranteed or agreed to by contract.

D. LAND USE

1. *Land Use.* The DEVELOPER covenants and agrees not to use the PROPERTY for any use other than (i) the current existing uses of the PROPERTY, and (ii) the uses provided for pursuant to this AGREEMENT, without the prior written consent of the CITY by ordinance or by amendment of this AGREEMENT.
2. *Municipal Regulations.*
 - (a) Except as provided for herein, subsequent to the annexation of the PROPERTY into the municipal boundaries of the CITY pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code, the CITY is authorized to enforce the APPLICABLE RULES, including all CITY land use regulations and planning authority, on the PROPERTY. The CITY specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government code to exercise eminent domain over property that is subject to a development agreement recognized by Chapter 43 or Chapter 212 of the Texas Local Government Code.
 - (b) Unless otherwise agreed to in this AGREEMENT and except as otherwise provided in the CONCEPT PLAN or the ZONING ORDINANCE, the UDC is applicable to the PROPERTY. The PARTIES acknowledge that the PROPERTY has been zoned as Planned Development pursuant to the ZONING ORDINANCE and agree that

the PROPERTY is further regulated by the provisions contained within the ZONING ORDINANCE. The PARTIES agree that the ZONING ORDINANCE may not be amended without approval by all PARTIES.

3. *Development Obligations.* In the event of a conflict in interpretation of development obligations shown in the CONCEPT PLAN and the written terms of this AGREEMENT, the written terms of this AGREEMENT shall control.
4. *Parkland.* The PARTIES agree that the total parkland dedication required for the development of PROPERTY is 4.7 acres and that no more than 235 home lots will be platted on the PROPERTY. The DEVELOPER agrees to dedicate at least 13.4 acres of parkland (“PARKLAND”). The PARKLAND will be designed and constructed to provide connectivity of parks, as further delineated in the PARKLAND AND OPEN SPACE PLAN. The DEVELOPER shall design and complete construction of a public park within the PARKLAND that includes a parking lot with a minimum of 15 parking spaces, playground equipment, improved greenspace area for open play activities, a trail loop, picnic areas, and a shade pavilion. Approximately 3,685 linear feet of trails shall be provided within such PARKLAND. All trails will be constructed at the same time and in accordance with the development of lots as described by the CONCEPT PLAN. Trails shall be a minimum of 6 feet in width and may be constructed of concrete, decomposed granite, or double shredded mulch. d
5. *Open Space.* The DEVELOPER shall incorporate approximately 16 additional acres of open space (“OPEN SPACE”), as shown on the PARKLAND AND OPEN SPACE PLAN for landscaping and/or drainage facilities. The PARTIES agree that the OPEN SPACE shall be owned and maintained by a HOA and/or the DISTRICT.
6. *Tree Survey and Mitigation.* A tree survey has been prepared by the DEVELOPER and submitted to the CITY. The DEVELOPER shall comply with the UDC regarding all Heritage Trees, as defined by the UDC, on the PROPERTY. The DEVELOPER shall not remove greater than 23% of Heritage Trees and 20% of Signature Trees, as defined by the UDC, and any such removals will be mitigated pursuant to the UDC. The DEVELOPER will plant 3-inch trees along both sides of the NEIGHBORHOOD COLLECTOR ROAD and the COLE SPRINGS ROAD REALIGNMENT, both as defined herein. In addition, the builder of any homes on home lots within the PROPERTY will plant two 3-inch trees in each home lot within the portions of the PROPERTY that are designated as R-3 zoning and will plant three 3-inch trees in each home lot within the portions of the PROPERTY that are designated as R-2 zoning. Street trees and yard trees planted pursuant to the foregoing two sentences will count towards the mitigation required by the UDC. Upon the approval of this AGREEMENT, the DEVELOPER shall not be required to solicit or obtain any additional approvals from the CITY relating to tree removal and/or mitigation on the PROPERTY, so long as all removals and/or mitigation is undertaken in compliance with this subsection.
7. *Neighborhood Collector Road.* The DEVELOPER shall design and construct a two-lane neighborhood collector road approximately 1,211 linear feet in length from Cole Springs Road to the northern boundary of the PROPERTY (the “NEIGHBORHOOD

COLLECTOR ROAD”), as further depicted in the TRANSPORTATION IMPROVEMENTS PLAN and in conformance with the ROAD SPECIFICATIONS. The NEIGHBORHOOD COLLECTOR ROAD will be constructed and completed in phases as depicted on the CONCEPT PLAN. No PHASE I building permits shall be issued until the NEIGHBORHOOD COLLECTOR ROAD within PHASE I has been inspected and accepted by the CITY, which will not be unreasonably withheld or delayed. Notwithstanding the previous sentence, assuming the PHASE I plat has been recorded, the CITY agrees to approve building permits for up to four model homes and up to ten spec homes prior to the CITY’s acceptance of the PHASE I infrastructure, provided that the roadways within the PHASE I have been paved.

8. *Realignment of Cole Springs Road.* The DEVELOPER shall design and construct the realignment of Cole Springs Road through the PROPERTY, as further depicted in the TRANSPORTATION IMPROVEMENTS PLAN and in conformance with the ROAD SPECIFICATIONS (the “COLE SPRINGS ROAD REALIGNMENT”). The COLE SPRINGS ROAD REALIGNMENT will be constructed and completed as part of PHASE I. No PHASE I building permits shall be issued until the COLE SPRINGS ROAD REALIGNMENT has been inspected and accepted by the CITY, which acceptance will not be unreasonably withheld or delayed. Notwithstanding the previous sentence, assuming the PHASE I plat has been recorded, the CITY agrees to approve building permits for up to four model homes and up to ten spec homes prior to the CITY’s acceptance of the PHASE I infrastructure, provided that the roadways within the PHASE I have been paved.
9. *Western Cole Springs Road Extension.* The DEVELOPER shall design and construct improvements to approximately 1,885 feet of the existing Cole Springs Road from the western edge of the PROPERTY to FM 1626, as further depicted in the TRANSPORTATION IMPROVEMENTS PLAN and in conformance with the ROAD SPECIFICATIONS (the “WESTERN COLE SPRINGS ROAD EXTENSION”). Upon approval of this AGREEMENT, the CITY agrees to initiate acquisition procedures, including condemnation, to acquire, in the CITY’s name, the additional right-of-way necessary to construct the WESTERN COLE SPRINGS ROAD EXTENSION. The CITY is responsible for all costs associated with the acquisition of such additional right-of-way and relocation of utilities for the WESTERN COLE SPRINGS ROAD EXTENSION. The CITY will provide prompt notice to the DEVELOPER to confirm the acquisition of all additional right-of-way necessary to construct the WESTERN COLE SPRINGS ROAD EXTENSION (the “ROW NOTICE”) in accordance with the ROAD SPECIFICATIONS. If the CITY fails to acquire all of the additional right-of-way necessary to construct the WESTERN COLE SPRINGS ROAD EXTENSION within 3 years after the EFFECTIVE DATE (the “ROW DEADLINE”), the DEVELOPER shall construct as much of the WESTERN COLE SPRINGS ROAD EXTENSION as possible within the available right-of-way. In the event that any portion of the available right-of-way is not sufficient for the anticipated WESTERN COLE SPRINGS ROAD EXTENSION, the CITY and DEVELOPER shall determine the appropriate street improvements to be constructed within such area and the design of the WESTERN COLE SPRINGS ROAD EXTENSION will be modified accordingly. The DEVELOPER shall finalize the design of the

WESTERN COLE SPRINGS ROAD EXTENSION within 180 calendar days after the later to occur of receipt of the ROW NOTICE or approval of the preliminary plat for PHASE I, and will submit all plans and specifications to the CITY, as well as any other authority with jurisdiction, relating to the design of the WESTERN COLE SPRINGS ROAD EXTENSION for review and approval. Upon the later to occur of (i) sixty (60) calendar days after the receipt of all necessary approvals relating to the construction of the WESTERN COLE SPRINGS ROAD EXTENSION or (ii) the date that all necessary approvals relating to the construction plans for PHASE I are received (as applicable, the "APPROVAL DATE"), the DEVELOPER, on behalf of the DISTRICT, will solicit bids, in accordance with all APPLICABLE RULES, to construct the WESTERN COLE SPRINGS ROAD EXTENSION. Upon the receipt of bids, the DEVELOPER, on behalf of the DISTRICT, will promptly award the construction contract to the lowest qualified bidder for the construction of the WESTERN COLE SPRINGS ROAD EXTENSION and undertake payment of all costs, on behalf of the DISTRICT, relating to the construction of the WESTERN COLE SPRINGS ROAD EXTENSION. Upon completion of the WESTERN COLE SPRINGS ROAD EXTENSION, the DEVELOPER shall convey, on behalf of the DISTRICT, all facilities relating to the WESTERN COLE SPRINGS ROAD EXTENSION to the CITY or any other applicable regulatory authority.

10. *Water Quality.* Water Quality Standards as adopted in the UDC, including the provisions contained in Section 4.05.05 of the UDC, are applicable to the PROPERTY except that the modifications to the UDC as provided in the WATER QUALITY TREATMENT SPECIFICATIONS and the WATER QUALITY BUFFER ZONES PLAN will apply and impervious coverage calculations for the PROPERTY will not exceed 43% percent of the total area within the PROPERTY. Calculations and standards contemplated in this section apply to the initial development of the PROPERTY. The DEVELOPER shall not be held accountable for such standards after lots have been developed with homes and sold to third parties.

E. CONSENT TO CREATION OF THE DISTRICT

1. *Consent to Creation of District.* The DEVELOPER has submitted the PETITION FOR CONSENT TO CREATION OF THE DISTRICT to the CITY and the CITY has acknowledged receipt of the DEVELOPER's request, in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, for creation of the DISTRICT over the PROPERTY. Concurrently with the approval of this AGREEMENT, the CITY adopted the CONSENT ORDINANCE consenting to the inclusion of the PROPERTY within the DISTRICT. The CITY agrees that the CONSENT ORDINANCE will constitute and evidence the CITY's consent to the creation of the DISTRICT within the CITY's corporate limits in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, and that no further consent will be required on the part of the CITY to evidence the CITY's consent to the creation of the DISTRICT. Notwithstanding anything in this AGREEMENT to the contrary, this AGREEMENT will not become effective unless and until the CONSENT ORDINANCE has been duly approved, as contemplated herein. The PARTIES acknowledge that consent to the creation of the DISTRICT is a legislative act that cannot be guaranteed or agreed to by contract.

2. *District Execution of Agreement.* The DEVELOPER shall cause the DISTRICT to approve, execute, and deliver to the CITY this AGREEMENT within thirty (30) calendar days after the date the DISTRICT's Board of Directors holds its organizational meeting. If the DISTRICT fails to do so within such 30-day period, then (after notice and opportunity to cure) the CITY may terminate this AGREEMENT and may repeal the CONSENT ORDINANCE. If the DISTRICT fails to execute this AGREEMENT within 24 months after the EFFECTIVE DATE, this AGREEMENT shall be automatically terminated, and the CONSENT ORDINANCE shall be automatically repealed unless otherwise agreed to by the PARTIES. The obligation of the DEVELOPER to reimburse the CITY for any costs incurred by the CITY under this AGREEMENT shall survive any termination of this AGREEMENT, and such reimbursement shall occur with thirty (30) calendar days of such termination.
3. *District Bonds.* If the DISTRICT fails to approve, execute, and deliver this AGREEMENT to the CITY as required by **Section E.2** of this AGREEMENT and if the CITY does not terminate this AGREEMENT, such failure shall operate to prohibit the DISTRICT from taking any actions to issue BONDS until the failure has been cured. The CITY shall have the right to enjoin the issuance of BONDS during any period in which such a material breach exists.
4. *Reimbursement Agreements.* If the DISTRICT fails to approve, execute, and deliver this AGREEMENT to the CITY as required by **Section E.2** of this AGREEMENT and if the CITY has not terminated this AGREEMENT, such failure shall operate to prohibit the DEVELOPER from entering into any reimbursement agreements with the DISTRICT until the failure has been cured. The CITY shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.
5. *Intent of Parties Related to Allocation Agreement.* Under Section 54.016(f), Texas Water Code, the CITY, as a municipality providing written consent for inclusion of land in a district, may provide for a contract designated as an "allocation agreement", to be entered into between the CITY and the DISTRICT. The PARTIES acknowledge that the provision for an "allocation agreement" under Section 54.016(f) is at the CITY's discretion. The CITY confirms that it is intentionally not providing for an allocation agreement. The PARTIES agree that this AGREEMENT does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).
6. *Tax Rate.* In consideration of the CITY's consent to the creation of the DISTRICT, the DISTRICT agrees that, as a condition to issuing BONDS, the DISTRICT's Financial Advisor must certify in writing that it is feasible for the DISTRICT to sell the BONDS and maintain a projected total tax rate (inclusive of both the debt service portion and the operation and maintenance portion) of not more than \$0.75 per \$100.00 in assessed valuation ("TAX RATE LIMIT"), unless otherwise approved by the CITY. The foregoing shall not be construed as a limitation on the DISTRICT's authority to levy an unlimited tax rate, it being understood and acknowledged that the DISTRICT's BONDS shall be payable from and secured by a pledge of the proceeds of an ad valorem tax, without legal limit as to rate or amount. It is agreed that the TAX RATE LIMIT is sufficient to accomplish the

purposes of the DISTRICT, and that the DEVELOPER and the DISTRICT have voluntarily agreed to the TAX RATE LIMIT.

F. WATER AND WASTEWATER UTILITIES; DESIGN, FINANCING,
CONSTRUCTION, CONVEYANCE, OWNERSHIP, OPERATION, AND MAINTENANCE
OF DISTRICT IMPROVEMENTS

1. *Water and Wastewater Utilities.*

- (a) *City Provision of Services.* Retail water supply and wastewater collection and treatment services to the PROPERTY will be provided by the CITY. After design and construction of the water distribution and wastewater collection systems to serve the DISTRICT, the DEVELOPER shall convey such systems to the CITY on behalf of the DISTRICT and same shall be owned by the CITY as further described in **Section F.7** of this AGREEMENT. The CITY will provide water and wastewater service to customers within the DISTRICT in the same manner and on the same terms and conditions as the CITY provides service to other retail customers inside its corporate limits. The CITY's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the CITY's corporate limits will be applicable to facilities constructed, connections made, and services provided within the DISTRICT. The CITY agrees and commits to provide water and wastewater service sufficient for the full build-out of the DISTRICT at flow rates and pressures (including residential fire flows) sufficient to meet the minimum requirements of all applicable regulations and agrees to provide written confirmation of the availability of service upon the DISTRICT's request if required in connection with any DISTRICT BOND sale. The CITY hereby allocates, guarantees, and reserves 245 living unit equivalents of capacity in its water and wastewater utility system for the PROPERTY.
- (b) *Water Service Area and Wastewater Service Area.* The CITY will make the necessary filings with the Texas Public Utility Commission to expand and extend its certified service area (CCN) for water service and to establish a CITY wastewater CCN to include the PROPERTY to the extent any portion of PROPERTY is not already within the CITY's certified CCNs.
- (c) *Construction, Operation, and Maintenance.* The DEVELOPER, on behalf of the DISTRICT, shall construct all on-site and off-site water and wastewater improvements necessary for the delivery of water service and wastewater service to the PROPERTY and within the PROPERTY, as further described in **Section F.6** of this AGREEMENT. The CITY shall be responsible for the operation and maintenance of such improvements subsequent to the acceptance by the CITY of such on-site and off-site water and wastewater facilities. The CITY shall require a two-year maintenance bond for all water and wastewater facilities conveyed to the CITY.

2. *Wastewater Interceptor.* As part of PHASE I of the development as provided in the WATER AND WASTEWATER PLAN, the DEVELOPER, on behalf of the DISTRICT, will bid, design, and complete construction of a 21-inch wastewater interceptor (the “WASTEWATER INTERCEPTOR”) within the right-of-way of the COLE SPRINGS ROAD REALIGNMENT within the boundaries of the PROPERTY, as further described in the WATER AND WASTEWATER PLAN. This extension will benefit the region by expanding the regional system in accordance with the CITY's future infrastructure plans. The PARTIES agree that a 12-inch interceptor is sufficient to serve the PROPERTY. The DEVELOPER shall submit all design and construction costs, including invoices, for the WASTEWATER INTERCEPTOR to the CITY for review and approval of same, and the CITY shall promptly provide approval and notice of acceptance of such costs. Upon completion of construction, the DEVELOPER shall convey the WASTEWATER INTERCEPTOR to the CITY for operation and maintenance.
3. *Water Line Extension.* As part of PHASE I, the DEVELOPER, on behalf of the DISTRICT, will bid, design, and complete construction of a 12-inch water line (the “WATER LINE EXTENSION”) within the NEIGHBORHOOD COLLECTOR ROAD within the PROPERTY, as further described in the WATER AND WASTEWATER PLAN. The WATER LINE EXTENSION will benefit the region by expanding the regional system in accordance with the CITY's future infrastructure plans. The PARTIES agree that an 8-inch water line is sufficient to serve the PROPERTY. The DEVELOPER shall submit all design and construction costs, including invoices, for the WATER LINE EXTENSION to the CITY for review and approval of same, and the CITY shall promptly provide approval and notice of acceptance of such costs. Upon completion of construction, the DEVELOPER shall convey the WATER LINE EXTENSION to the CITY for operation and maintenance.
4. *Western Cole Springs Road Utility Extensions.* The CITY has advised DEVELOPER that, as of the EFFECTIVE DATE, the CITY and the owner (the “WEST OAK DEVELOPER”) of approximately 44.73 acres of land located at 1480 S. FM 1626, Buda, Texas 78610 (the “WEST OAK PROPERTY”) are negotiating an agreement pertaining to the development of the WEST OAK PROPERTY. The CITY agrees to use good faith efforts to obligate the WEST OAK DEVELOPER in such development agreement or in a separate written agreement to pay to design and construct a 12-inch water line (the “WESTERN COLE SPRINGS ROAD WATER LINE EXTENSION”) and a 21-inch wastewater line (the “WESTERN COLE SPRINGS ROAD WASTEWATER LINE EXTENSION” and, together with the WESTERN COLE SPRINGS ROAD WATER LINE EXTENSION, the “WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS”) within the right-of-way of COLE SPRINGS ROAD west of the PROPERTY and extending to FM 1626. In the event that the CITY and WEST OAK DEVELOPER execute a development or other agreement that obligates WEST OAK DEVELOPER to pay to design and construct the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS (the “WEST OAK AGREEMENT”) on or before the earlier of issuance of any ROW NOTICE or expiration of the ROW DEADLINE (the “WEST OAK AGREEMENT DEADLINE”), the CITY hereby agrees that: (i) WEST OAK DEVELOPER and DEVELOPER will be permitted to enter into a separate written agreement (the “DEVELOPER AGREEMENT”) pursuant to

which DEVELOPER, on behalf of WEST OAK DEVELOPER, would bid, design, and construct the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS as a part of DEVELOPER's other construction activities under this AGREEMENT, subject to reimbursement by WEST OAK DEVELOPER; and (ii) if WEST OAK DEVELOPER fails to reimburse DEVELOPER for any portion of the DEVELOPER-incurred costs of the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS, the CITY will reimburse DEVELOPER for same through the issuance of additional impact fee credits pursuant to **Section F.5** below. Provided, however, that if a WEST OAK AGREEMENT is not executed on or before the WEST OAK AGREEMENT DEADLINE, the CITY hereby agrees that: (i) DEVELOPER will become obligated to design and construct the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS; and (ii) the CITY will reimburse DEVELOPER for all DEVELOPER-incurred costs of the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS through the issuance of additional impact fee credits pursuant to **Section F.5** below. The PARTIES agree that, as of the EFFECTIVE DATE, the total estimated cost to design and construct the WESTERN COLE SPRINGS ROAD WATER LINE EXTENSION is \$529,139.00 and the estimated total cost to design and construct the WESTERN COLE SPRINGS ROAD WASTEWATER LINE EXTENSION is \$652,099.00, which in the aggregate total \$1,181,238. Any DEVELOPER-incurred costs of the WESTERN COLE SPRINGS ROAD WATER LINE EXTENSION that the CITY is required to reimburse DEVELOPER for pursuant to the foregoing are referred to as the "WATER REIMBURSEMENT COSTS" and any DEVELOPER-incurred costs of the WESTERN COLE SPRINGS ROAD WASTEWATER LINE EXTENSION that the CITY is required to reimburse DEVELOPER for pursuant to the foregoing are referred to as the "WASTEWATER REIMBURSEMENT COSTS." Upon completion of construction of any portion of the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS by DEVELOPER pursuant to the foregoing, the DEVELOPER shall convey such portion of the WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS to the CITY for operation and maintenance.

5. *Impact Fee Credits.* The CITY and the DEVELOPER agree that, other than any WESTERN COLE SPRINGS ROAD UTILITY EXTENSIONS that DEVELOPER may finance and construct pursuant to **Section F.4** above, the DEVELOPER will finance and construct water capital improvements in the total estimated amount of \$313,205.50 and will finance and construct wastewater capital improvements in the total estimated amount of \$1,258,722.40, which in the aggregate total \$1,571,927.90. The CITY and the DEVELOPER agree that the CITY will issue a water impact fee credit for the CITY-verified expenses paid for such water capital improvements as further described below in the amount of \$89,601.68 (equal to the cost of oversizing the water improvements within the PROPERTY) and will issue a wastewater impact fee credit for the CITY-verified expenses paid for such wastewater capital improvements as further described below in the amount of \$647,662.00 (equal to the cost of oversizing the wastewater improvements within the PROPERTY) which, in the aggregate total \$737,263.68 against the applicable impact fees otherwise due from the new development for such costs pursuant to Texas Local Government Code Section 395.019(2). The CITY and the DEVELOPER further agree that the foregoing water impact fee credit amount will be increased by the actual

amount of any WATER REIMBURSEMENT COSTS and the foregoing wastewater impact fee credit amount will be increased by the actual amount of any WASTEWATER REIMBURSEMENT COSTS.

- (a) *Water Impact Fees.* The PARTIES agree that the CITY shall reimburse the DEVELOPER, through the application of credits of Water Impact Fees due for the development of lots on the PROPERTY, up to \$89,601.68. The CITY agrees to suspend the DEVELOPER's obligation to pay to the CITY the first \$89,601.68 of Water Impact Fees when due, subject to the occurrence of: a) all design and construction costs for the WATER INFRASTRUCTURE being documented with invoices and submitted for the CITY's review and approval of same, b) the CITY's provision of notice of the acceptance of such costs and c) the CITY's acceptance of the WATER INFRASTRUCTURE. Upon such acceptance, the CITY shall apply the amount of the documented DEVELOPER-incurred and the CITY-approved costs estimated at \$89,601.68 to the suspended obligation to pay Water Impact Fees. In the event the documented costs are more or less than \$89,601.68, the amount of such actual costs will be applied to the suspended Water Impact Fees and the total amount of the Water Impact Fees to be credited by the CITY hereunder will be adjusted by the amount of the difference between the CITY-approved costs and \$89,601.68. If the CITY has not accepted the WATER INFRASTRUCTURE within 7 years from the EFFECTIVE DATE, the suspension period expires and all Water Impact Fees owed shall become immediately due and payable to the CITY. Notwithstanding the foregoing or anything else to the contrary, the foregoing amounts will be increased by the actual amount of the WATER REIMBURSEMENT COSTS, if any.
- (b) *Wastewater Impact Fees.* The PARTIES agree that the CITY shall reimburse the DEVELOPER, through the application of credits of Wastewater Impact Fees due for the development of lots on the PROPERTY, up to \$647,662.00. The CITY agrees to suspend the DEVELOPER's obligation to pay to the CITY the first \$647,662.00 of Wastewater Impact Fees when due, subject to the occurrence of: a) all design and construction costs for the WASTEWATER INFRASTRUCTURE being documented with invoices and submitted for the CITY's review and approval of same, b) the CITY's provision of notice of the acceptance of such costs and c) the CITY's acceptance of the WASTEWATER INFRASTRUCTURE. Upon such acceptance, the CITY shall apply the amount of the documented DEVELOPER-incurred and the CITY-approved costs estimated at \$647,662.00 to the suspended obligation to pay Wastewater Impact Fees. In the event the documented costs are more or less than \$647,662.00, the amount of such actual costs will be applied to the suspended Wastewater Impact Fees and the total amount of Wastewater Impact Fees to be credited by the CITY hereunder will be adjusted by the amount of the difference between the CITY-approved costs and \$647,662.00. If the CITY has not accepted the WASTEWATER INFRASTRUCTURE within 7 years from the EFFECTIVE DATE, the suspension period expires and all Wastewater Impact Fees owed shall become immediately due and payable to the CITY. Notwithstanding the

foregoing or anything else to the contrary, the foregoing amounts will be increased by the actual amount of the WASTEWATER REIMBURSEMENT COSTS, if any.

6. *Design, Financing, and Construction of District Improvements.* Unless otherwise specifically provided in this AGREEMENT, the DEVELOPER will design, finance, and construct, on behalf of the DISTRICT, all DISTRICT IMPROVEMENTS as further specified in the TRANSPORTATION IMPROVEMENTS PLAN, THE ROAD SPECIFICATIONS, and the WATER AND WASTEWATER PLAN, at no cost to the CITY. All construction will be bid in accordance with the requirements applicable to the DISTRICT under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All DISTRICT IMPROVEMENTS will be designed and constructed in accordance with the APPLICABLE RULES and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the CITY. Unless the DEVELOPER's service requirements for the PROPERTY change or the PARTIES otherwise agree or have otherwise provided in this AGREEMENT, the CITY will not require that the DEVELOPER or the DISTRICT oversize, finance, or construct any utility, park, or road improvements to serve property other than the PROPERTY.
7. *Conveyance, Ownership, Operation, and Maintenance of Park, Road, Water, and Wastewater Facilities.* Unless otherwise provided in this AGREEMENT, upon completion of construction of each phase of DISTRICT IMPROVEMENTS that are park, road, water, and wastewater facilities and improvements: (a) the CITY will promptly accept such improvements and facilities for operation and maintenance in accordance with the APPLICABLE RULES; (b) the DEVELOPER will promptly convey those improvements and facilities to the CITY, subject to (i) the CITY's obligation to provide service to the DISTRICT as provided in this AGREEMENT, (ii) a reservation of all capacity in those improvements or facilities for the benefit of the DISTRICT, except where otherwise agreed to in this AGREEMENT, and only as may be applicable, and (iii) the DEVELOPER's right(s), if any, to reimbursement from the DISTRICT for the cost of those improvements and facilities in accordance with the rules of the TCEQ, and (c) the DEVELOPER will acquire and assign to the CITY a two-year maintenance bond for DISTRICT IMPROVEMENTS at the time of conveyance. The DEVELOPER will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities and improvements conveyed to the CITY. The CITY agrees that its acceptance of such improvements and facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the CITY agrees to operate and maintain such improvements and facilities in good condition and working order and to provide service to the DISTRICT in accordance with this AGREEMENT. After any park and recreational facilities and improvements have been conveyed to the CITY in accordance with the foregoing, upon request by DEVELOPER, the CITY will grant a license and/or easement to the HOA and/or the DISTRICT in accordance with **Section D.4** above. Conveyance will not affect the DEVELOPER's right to reimbursement from the DISTRICT for the cost of any improvements or facilities. Nothing herein will prevent the CITY from using DISTRICT IMPROVEMENTS to serve customers outside of the DISTRICT provided that there is sufficient capacity reserved to serve the residents and property owners within the DISTRICT as and when required by development within the PROPERTY.

8. *Conveyance, Ownership, Operation, and Maintenance of Drainage Facilities.* The DEVELOPER shall convey to the DISTRICT or a HOA and the DISTRICT or HOA, as applicable, shall be responsible for the operation and maintenance of all DISTRICT IMPROVEMENTS that are drainage facilities and improvements, unless otherwise provided in this AGREEMENT. In the event the District is not created and confirmed pursuant to Section 49.102, Texas Water Code, the DEVELOPER may convey such drainage improvements and facilities to the CITY or the HOA and the CITY or HOA, as applicable, shall be responsible for the operation and maintenance of all such drainage improvements and facilities, unless otherwise provided in this AGREEMENT.

G. AUTHORITY TO ISSUE BONDS

1. *Authority to Issue Bonds.* The DISTRICT may issue BONDS only as permitted by this AGREEMENT. The DISTRICT may reimburse the DEVELOPER for expenditures authorized by TCEQ rules and regulations and this AGREEMENT; however, the purposes for which the DISTRICT may issue BONDS are restricted to:
- (a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:
 - (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the APPLICABLE RULES);
 - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;
 - (4) Design, acquire, construct, and finance ROAD PROJECTS;
 - (5) Refunding any outstanding BONDS, provided such refunding BONDS satisfy the terms and conditions of this AGREEMENT;
 - (6) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155, Texas Water Code;
 - (7) Paying other expenses authorized by Section 49.155, Texas Water Code; and
 - (8) Finance, own, develop, construct, improve, manage, maintain, and operate park and recreational facilities if authorized by Subchapter N of Chapter 49, Texas Water Code.

2. *City Submittals; Objections.*

- (a) The DISTRICT agrees to give written notice to the CITY of its intention to issue BONDS as follows:
 - (1) If the DISTRICT intends to issue BONDS that require TCEQ approval, the DISTRICT will provide notice of same to the CITY MANAGER and the City Attorney concurrently with the DISTRICT's submittal of each application to the TCEQ for approval of issuance of BONDS, which notice shall include:
 - A. A copy of the DISTRICT's application to the TCEQ, including the amount of BONDS proposed for issuance, a general description of the projects to be funded by the BONDS, the engineering report, the projected debt service schedule, the projected DISTRICT debt service tax rate after the closing date of the BONDS, and the projected final maturity date of the BONDS;
 - B. Written certification by the DISTRICT's financial advisor that the BONDS, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in the COUNTY; and
 - C. Written certification by the DISTRICT that the DISTRICT is in compliance in all material respects with the terms and conditions of this AGREEMENT.
 - (2) If the DISTRICT intends to issue BONDS that do not require TCEQ approval (*e.g.*, BONDS for ROAD PROJECTS or refunding BONDS), the DISTRICT will provide notice of same to the CITY MANAGER and the City Attorney at least thirty (30) calendar days prior to pricing of the BONDS, which notice shall include:
 - A. The amount of BONDS proposed for issuance, a general description of the projects to be funded by the BONDS or BONDS to be refunded by such BONDS, the engineering report (if applicable), the projected debt service schedule, the projected DISTRICT debt service tax rate after the closing date of the BONDS, and the projected final maturity date of the BONDS;
 - B. Written certification by the DISTRICT's financial advisor that the BONDS, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in the COUNTY; and
 - C. Written certification by the DISTRICT that the DISTRICT is in compliance in all material respects with the terms and conditions of this AGREEMENT.

(3) Within five (5) calendar days after pricing of any BONDS and no less than fourteen (14) calendar days before the closing date of such BONDS, the DISTRICT shall provide the CITY with the following information:

A. If TCEQ approval is required, a copy of the TCEQ order approving the BONDS;

B. A description of the DISTRICT IMPROVEMENTS to be funded by the BONDS, if applicable;

C. The amount of BONDS being proposed for issuance;

D. A debt service schedule for the BONDS;

E. The proposed DISTRICT debt service tax rate after the closing date of the BONDS;

F. A savings schedule for any refunding BONDS; and

G. Written certification by the DISTRICT that the DISTRICT is in compliance in all material respects with the conditions set forth in this AGREEMENT, including without limitation the information necessary to evidence compliance with the requirements of **Section G.4** of this AGREEMENT.

(b) The CITY may object to a BOND application or to the issuance of a series of BONDS only for the reason that the DEVELOPER or the DISTRICT is in default of any provision of this AGREEMENT. If the CITY objects to a BOND application or issuance due to such a default (a "CITY OBJECTION"), the CITY shall have a period of thirty (30) calendar days after receiving the information required by **Sections G.2.(a)(1)** or **G.2.(a)(2)**, as applicable, and a period of ten (10) calendar days after receiving the information required by **Section G.2.(a)(3)** within which to notify the DISTRICT of the CITY OBJECTION. If the CITY timely objects to a BOND application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the CITY fails to object to a BOND application or issuance within such periods specified herein, the CITY shall be deemed to have waived all objections. If the CITY objects to a BOND application or issuance, such CITY OBJECTION must: (a) be in writing; (b) be given to the DISTRICT; (c) be signed by the CITY MANAGER or the CITY MANAGER's designee; and (d) specifically identify the applicable provision of this AGREEMENT as to which the DISTRICT or the DEVELOPER is in default. If a CITY OBJECTION is timely given to the DISTRICT with respect to a specific BOND application or issuance of BONDS, the CITY and the DISTRICT shall cooperate to resolve the CITY OBJECTION within a reasonable time, and the BOND application or issuance of BONDS to which the CITY OBJECTION applies shall be delayed until the CITY OBJECTION has been cured or waived by written agreement.

- (c) Within thirty (30) calendar days after the closing date of a series of BONDS, the DISTRICT shall deliver to the CITY MANAGER a copy of the final official statement for such series of BONDS and a copy of any report on REIMBURSABLE COSTS required by the rules of the TCEQ. The DISTRICT shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the CITY MANAGER within thirty (30) calendar days after filing such notices with the applicable federal agency. If the CITY requests any additional information regarding any issue of BONDS, the DISTRICT will promptly provide any such information to the CITY.
- 3. *Bond Limit Amount.* The total amount of BONDS issued by the DISTRICT, excluding refunding BONDS, shall not exceed \$25,200,000 unless approved by the CITY.
- 4. *Terms and Conditions of Bonds.*
 - (a) BONDS, including refunding BONDS, issued by the DISTRICT shall, unless otherwise agreed to by the CITY, comply with the following requirements:
 - (1) No individual series of BONDS will be issued with a term which exceeds 30 years from the closing date of such series of BONDS;
 - (2) The BONDS (other than refunding BONDS and BONDS sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no BONDS shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on BONDS so sold, taking into account any discount or premium as well as the interest rate borne by such BONDS, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the 30-day period next preceding the date notice of the sale of the BONDS is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);
 - (3) The DISTRICT shall reserve the right to redeem its BONDS not later than the tenth (10th) anniversary of the closing date of such BONDS, without premium;
 - (4) No variable rate BONDS shall be issued by the DISTRICT;
 - (5) No BONDS (other than refunding BONDS) shall be issued by the DISTRICT subsequent to the fifteenth (15th) anniversary of the EFFECTIVE DATE of this AGREEMENT;
 - (6) Any refunding BONDS must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding BONDS may not extend beyond the latest maturity of the refunded BONDS; and

(7) Capitalized interest shall not exceed two years interest.

5. *Limit of City's Liability.* Unless the CITY dissolves the DISTRICT and assumes the assets and liabilities of the DISTRICT under Section H of this AGREEMENT, the BONDS or any other obligations of the DISTRICT shall never become an obligation of the CITY. The CITY's obligations under this AGREEMENT shall not extend beyond its express agreements hereunder, including the obligations to operate and maintain the DISTRICT IMPROVEMENTS after conveyance to the CITY and to use the DISTRICT IMPROVEMENTS to serve the PROPERTY.

H. DISSOLUTION OF THE DISTRICT

Dissolution. The CITY may dissolve the DISTRICT at any time after the DISTRICT has issued BONDS to finance all REIMBURSABLE COSTS paid or incurred to construct the DISTRICT IMPROVEMENTS that are required to serve full development of the PROPERTY. Upon dissolution of the DISTRICT, the CITY shall assume the indebtedness and legal obligations of the DISTRICT to the extent required by law.

I. DEVELOPMENT MATTERS

1. *Concept Plan.* The CITY hereby confirms: (i) its approval of the CONCEPT PLAN, and (ii) that the CONCEPT PLAN complies with the Our Buda, Our Future 2024 Comprehensive Plan, as amended. The CITY approves the land uses, densities, exceptions, roadway alignments and widths, and other matters shown on the CONCEPT PLAN, and confirms that the CONCEPT PLAN has been approved by all required CITY departments, boards, and commissions.
2. *Uniform and Continued Development; Vesting.* The PARTIES intend that this AGREEMENT authorize certain land uses and development on the PROPERTY; provide for the uniform review and approval of plats and development plans for the PROPERTY; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the PROPERTY will be developed and the infrastructure required for the PROPERTY will be designed and constructed in accordance with the APPLICABLE RULES, the CONCEPT PLAN, and this AGREEMENT. Subject to the terms and conditions of this AGREEMENT, the CITY confirms and agrees that the DEVELOPER hereunder has vested authority to develop the PROPERTY in accordance with the APPLICABLE RULES and this AGREEMENT. Ordinances, rules, or regulations, or changes or modifications to the CITY's ordinances, rules, and regulations, adopted after the EFFECTIVE DATE of this AGREEMENT will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the APPLICABLE RULES and the terms of this AGREEMENT, the terms of this AGREEMENT will control. The DEVELOPER and the CITY each acknowledge that the detailed submissions to the CITY (in the aggregate) regarding the planned uses and development of the PROPERTY illustrate the planned use for the land which existed before the 90th day before the date any annexation proceedings will be instituted in connection with this property. The DEVELOPER and the CITY each further acknowledge that one or more licenses, certificates, permits, approvals or other forms of authorization by the CITY

were required by law for the planned uses, and that the DEVELOPER filed one or more completed applications for the initial authorization for such uses with the CITY before the date any annexation proceedings were instituted in connection with this PROPERTY. The DEVELOPER and the CITY also acknowledge that the preceding detailed submissions regarding the development of the PROPERTY meet all requirements and conditions set forth in Texas Local Government Code Section 43.002(a), triggering the statutory prohibition upon annexation which prohibits the CITY from prohibiting the DEVELOPER from continuing to develop the PROPERTY in the manner planned prior to the annexation. This acknowledgement does not otherwise constitute approval or denial of any regulatory power or contractual agreement related to the PROPERTY.

3. *Term of Approvals.* Except as provided below, the CONCEPT PLAN will be effective for the term of this AGREEMENT. Any preliminary subdivision plat or final subdivision plat that is consistent with the CONCEPT PLAN, this AGREEMENT, the APPLICABLE RULES, and State law will be effective for the term of this AGREEMENT. The CONCEPT PLAN will be deemed to have expired if no final plat on any portion of the PROPERTY is recorded for a period of five (5) years after the EFFECTIVE DATE or five (5) years expires after the recordation of the last final plat.
4. *Amendments to Concept Plan.* Due to the fact that the PROPERTY comprises a significant land area and its development will occur in phases over a number of years, modifications to the CONCEPT PLAN may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the CONCEPT PLAN that do not increase the overall density of development of the PROPERTY will not require an amendment to the CONCEPT PLAN. Minor changes to the CONCEPT PLAN, including changes to the number and/or sizes of phases; minor modifications of street alignments; minor changes to road or trail lengths that do not materially change the routing of such roads or trails; minor changes in lot lines; the designation of land for public or governmental uses; increases in lot sizes that do not result in an increase in the overall density of development of the PROPERTY (including any increase in lot sizes resulting in a decrease in the total number of lots); or any change to a public use, including, but not limited to school use, will not require an amendment to the CONCEPT PLAN or an amendment to this AGREEMENT; however, such must be approved in writing by the CITY MANAGER or the CITY MANAGER's designee. Any denial of same by the CITY MANAGER may be appealed to the City Council of the CITY; any approved reversal of a decision of the CITY MANAGER by the City Council must be condensed in writing and shall constitute an amendment to this AGREEMENT. Major changes to the CONCEPT PLAN must be consistent with the terms of this AGREEMENT and will necessitate an amendment to this AGREEMENT.
5. *Director Lots.* The conveyance, from time to time, by metes and bounds or otherwise of any portion of the PROPERTY to any person for the purpose of qualifying such person to be a member of the Board of Directors of the DISTRICT (each, a "DIRECTOR LOT") will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the CITY. No DIRECTOR LOT may be located within any portion of the PROPERTY to be designated as public PARKLAND.

6. *Other Utilities.* The CITY will provide solid waste and recycling services within the DISTRICT for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the CITY provides solid waste and recycling services to other customers inside its corporate limits. The DISTRICT will have no liability for charges for such services except for charges for services provided to the DISTRICT, if any. The DEVELOPER will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the PROPERTY, subject to applicable CITY franchise agreements for such services.
7. *Manufactured Home for District Elections.* One (1) HUD-certified manufactured home may be located within the PROPERTY solely for the purpose of providing qualified voters within the DISTRICT for the DISTRICT’s confirmation, director, and bond elections. The manufactured home permitted by this AGREEMENT will not require any permit or other approval by the CITY except for normal and customary approvals or permits related to establishing utility connections at such manufactured home in accordance with the APPLICABLE RULES and will be promptly removed when no longer needed.
8. *Impact Fees.* Any impact fees payable to the CITY with respect to the PROPERTY will be paid by or on behalf of the DEVELOPER to the CITY in accordance with the APPLICABLE RULES or will be credited on the DEVELOPER’s behalf as provided for herein; and, in consideration of the payment of impact fees or application of credit of impact fees by the CITY as contemplated in Section F of this AGREEMENT, the DEVELOPER will acquire, on behalf of the DISTRICT, the guaranteed right to receive service from the CITY’s water or wastewater systems, as applicable, for the living unit equivalents of service for which impact fees have been paid or credited as contemplated in Section F of this AGREEMENT.

J. AUTHORITY

1. *Authority.* This AGREEMENT is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the CITY to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the CITY one or more projects and, in part, by Section 212.172, Texas Local Government Code, which authorizes the CITY to enter into a written contract relating to the annexation and development of the PROPERTY.
2. *Landowner Disclosure.* The CITY has provided the LANDOWNER DISCLOSURE as required by Section 212.172(b-1) of the Texas Local Government Code.

K. GENERAL TERMS.

1. *Amendments.* Neither this AGREEMENT nor any term herein may be changed, waived, discharged, or terminated except by an agreement in writing signed by all PARTIES hereto.

2. *Notice.* Any notice given under this AGREEMENT must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the PARTY to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing “next day delivery”, addressed to the PARTY to be notified and with all charges prepaid; or (iii) by personally delivering it to the PARTY, or any agent of the PARTY listed in this AGREEMENT. Notice will be effective only when received. For purposed of notice, the addresses of the PARTIES will, until changed as provided below, be as follows:

CITY: City of Buda
405 E. Loop St.
Building 100
Buda, Texas 78610
Attn: City Manager

With Required Copy to:

DEVELOPER: Buda Cole Springs JV, LP
Attn.: Elliot Jones
1308 Tinnin Ford Road, Unit 2
Austin, Texas 78741

DISTRICT: Buda Municipal Utility District No. 2
Attn: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The PARTIES may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days’ written notice to the other PARTY. Any PARTY may, by giving at least five (5) calendar days’ written notice to the CITY, designate additional PARTIES to receive copies of notices under this AGREEMENT.

3. *Law Governing.* This AGREEMENT shall be deemed to be a contract under the laws of the State of Texas, which is performable in the COUNTY, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
4. *Assignment; Binding Effect.*
- (a) This Agreement, and the rights of the DEVELOPER hereunder, may be assigned by the DEVELOPER, with the CITY’s prior consent, as to all or any portion of the PROPERTY. Any assignment will be in writing, specifically set forth the assigned

rights and obligations, be executed by the proposed assignee, and be delivered to the CITY, except that an assignment may not occur that divorces obligations from rights. The CITY's consent to any proposed assignment will not be unreasonably withheld or delayed.

- (b) If the DEVELOPER assigns its rights and obligations hereunder as to a portion of the PROPERTY, then the rights and obligations of any assignee and the DEVELOPER will be severable, and the DEVELOPER will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one DEVELOPER, the CITY may pursue all remedies against that nonperforming DEVELOPER but will not impede development activities of any performing DEVELOPER as a result of that nonperformance.
 - (c) Subject to Section K.4(a) of this AGREEMENT, this AGREEMENT and all its terms and provisions shall be binding upon and inure to the benefit of the CITY and the DEVELOPER and their respective successors and assigns, including all future owners of the PROPERTY. However, this AGREEMENT is not intended to be binding upon, or create any encumbrance to title as to the purchaser of a fully developed and improved residential lot with a home conveyed to a third party within the PROPERTY.
- 5. *Term.* The term of this Agreement shall commence on the EFFECTIVE DATE and (unless terminated pursuant to Section E of this AGREEMENT) shall continue until the DISTRICT is dissolved in accordance with Section H of this AGREEMENT or as limited by Section 212.172, Texas Local Government Code, whichever occurs sooner. However, if the CITY dissolves the DISTRICT prior to the completion of lots in accordance with the CONCEPT PLAN, the DEVELOPER shall retain all vested rights relating to the development of the PROPERTY and the CITY shall reimburse the DEVELOPER for all REIMBURSABLE COSTS incurred and owed to the DEVELOPER.
- 6. *Termination and Amendment by Agreement.* This AGREEMENT may be terminated or amended as to all of the PROPERTY at any time by mutual written consent of the CITY, the DEVELOPER, and, following creation of the DISTRICT, the DISTRICT; may be terminated or amended only as to a portion of the PROPERTY at any time by the mutual written consent of the CITY and the DEVELOPER of the portion of the PROPERTY affected by the amendment or termination and, following creation of the DISTRICT, the DISTRICT; and, after full-build out of the PROPERTY, may be terminated or amended at any time by the mutual written consent of the CITY and the DISTRICT.
- 7. *Remedies.*
 - (a) If the CITY defaults under this AGREEMENT, the DEVELOPER or the DISTRICT may give notice setting forth the event of default ("NOTICE") to the CITY. If the CITY fails to cure any default that can be cured by the payment of money ("MONETARY DEFAULT") within forty-five (45) calendar days from the date the CITY receives the NOTICE, or fails to commence the cure of any default specified in the NOTICE that is not a MONETARY DEFAULT within forty-five

(45) calendar days of the date of the NOTICE, and thereafter to diligently pursue such cure to completion, the DEVELOPER or the DISTRICT may enforce this AGREEMENT by a writ of mandamus or other declaratory or injunctive relief from a court of competent jurisdiction; however, any such remedy will not revoke the CITY's consent to the creation of the DISTRICT.

- (b) If the DEVELOPER defaults under this AGREEMENT, the CITY or the DISTRICT may give NOTICE to the DEVELOPER. If the DEVELOPER fails to cure any MONETARY DEFAULT within forty-five (45) calendar days from the date it receives the NOTICE, or fails to commence the cure of any default specified in the NOTICE that is not a MONETARY DEFAULT within forty-five (45) calendar days of the date of the NOTICE, and thereafter to diligently pursue such cure to completion, the CITY or the DISTRICT may enforce this AGREEMENT by injunctive or declaratory relief from a court of competent jurisdiction; however, except as permitted by **Section E.2** of this AGREEMENT, any such remedy will not revoke the CITY's consent to the creation of the DISTRICT.
- (c) If the DISTRICT defaults under this AGREEMENT, the CITY or the DEVELOPER may give NOTICE to the DISTRICT. If the DISTRICT fails to cure any MONETARY DEFAULT within forty-five (45) calendar days from the date it receives the NOTICE, or fails to commence the cure of any default specified in the NOTICE that is not a MONETARY DEFAULT within forty-five (45) calendar days of the date of the NOTICE, and thereafter to diligently pursue such cure to completion, the CITY or the DEVELOPER may enforce this AGREEMENT by a writ of mandamus or other declaratory or injunctive relief from a court of competent jurisdiction; however, any such remedy will not revoke the CITY's consent to the creation of the DISTRICT.
- (d) If any PARTY defaults, the prevailing PARTY in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing PARTY.

8. *Cooperation.*

- (a) The PARTIES each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- (b) The CITY agrees to cooperate with the DEVELOPER in connection with any waivers or approvals that the DEVELOPER may desire from the COUNTY or any other government authority with jurisdiction in order to avoid the duplication of facilities or services in connection with the development of the PROPERTY.
- (c) In the event of any third-party lawsuit or other claim relating to the validity of this AGREEMENT or any actions taken hereunder, the PARTIES agree 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 in their respective rights and obligations under this AGREEMENT.

9. *Force Majeure.* If, by reason of FORCE MAJEURE, hereinafter defined, any PARTY shall be rendered wholly or partially unable to carry out its obligations under this AGREEMENT after its EFFECTIVE DATE, then such PARTY shall give written notice of the particulars of such FORCE MAJEURE to the other PARTY within a reasonable time after the occurrence thereof. The obligations of the PARTY giving such notice, to the extent affected by such FORCE MAJEURE, shall be suspended during the continuance of the inability claimed and for no longer period, and any such PARTY shall in good faith exercise its best efforts to remove and overcome such inability.

The term “FORCE MAJEURE” as utilized herein shall mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the PARTY claiming such inability.

10. *Capacity to Execute Agreement.* Any representatives executing this AGREEMENT on behalf of any other entity, each independently represent, warrant and contract individually that he or she possesses the right and actual authority, as defined by law, to execute this AGREEMENT and thereby fully bind the PARTY represented to the terms and obligations contained herein.
11. *Duties and Obligations.* This AGREEMENT shall be filed in the COUNTY deed records for the PROPERTY. Any filing fees shall be paid by the DEVELOPER. This AGREEMENT shall not be binding upon a third-party purchaser of a fully developed and improved residential lot with a home or any land conveyed to the DISTRICT or a HOA, except as otherwise provided in this AGREEMENT.
12. *Counterparts.* To facilitate execution, this AGREEMENT may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all PARTIES hereto be contained on any one counterpart herein. Transmission by facsimile or other electronic format (e.g., PDF via email) shall be deemed to be an original signature.
13. *Interested Parties.* The DEVELOPER acknowledges that Section 2252.908, Texas Government Code (as amended, “SECTION 2252.908”) requires disclosure of certain matters by certain business entities, including a sole proprietorship, partnership, or corporation, but not including individual persons, entering into a contract with local governmental entities such as the CITY and the DISTRICT. The DEVELOPER understands and agrees, if such disclosure is required under SECTION 2252.908, the CITY, and the DISTRICT at the time of the DISTRICT’s proposed joinder to this AGREEMENT, may not enter into this AGREEMENT until the CITY and the DISTRICT, as applicable, have received completed and signed Texas Ethics Commission (TEC) Form 1295s with the applicable certificate number assigned by the TEC, pursuant to SECTION 2252.908 and the rules promulgated thereunder by the TEC. The DEVELOPER

understands that failure to provide said forms, if required, complete with the applicable certificate numbers assigned by the TEC may prohibit the CITY and the DISTRICT from entering this AGREEMENT. Pursuant to the rules prescribed by the TEC, the TEC Form 1295s must be completed online through the TEC's website, assigned certificate numbers, printed, signed, and provided to the CITY and the DISTRICT, as applicable. The CITY and the DISTRICT do not have the ability to verify the information included in a TEC Form 1295.

14. *Chapter 2271 Representation.* If required under Chapter 2271 of the Texas Government Code (as amended, "CHAPTER 2271"), the DEVELOPER represents and warrants that, neither it, nor any of its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or other affiliates that exist to make a profit, if any, boycott Israel or will boycott Israel during the term of the AGREEMENT. The foregoing verification is made solely to comply with CHAPTER 2271, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The DEVELOPER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the DEVELOPER and exists to make a profit. This section does not apply to an individual person or business entity which is a sole proprietorship and/or which has less than 10 full-time employees.
15. *Chapter 2252 Representation.* If required by Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "SUBCHAPTER F"), the DEVELOPER represents and warrants that, neither it, nor any of its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or other affiliates that exist to make a profit, if any, are companies identified on a list prepared and maintained by the COMPTROLLER described within SUBCHAPTER F and posted on the COMPTROLLER's internet website at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to comply with SUBCHAPTER F, to the extent such subchapter does not contravene applicable federal law, and only applies to a "company" as defined in SUBCHAPTER F, that the United States government has not affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. The DEVELOPER understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the DEVELOPER that exists to make a profit.
16. *Energy Boycott.* If required under Chapter 2276 of the Texas Government Code (as amended, "CHAPTER 2276"), DEVELOPER represents and warrants that, at the time of execution and delivery of this AGREEMENT, neither DEVELOPER nor any of its wholly or majority-owned subsidiaries, parent companies, or affiliates, if any, that exist to make a profit boycott energy companies or will boycott energy companies during the term of this AGREEMENT or are companies that are identified on a list prepared and maintained by the COMPTROLLER described in Subchapter B of Chapter 809 of the Texas Government

Code and posted on the COMPTROLLER's internet website at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing verification is made solely to comply with CHAPTER 2276 and does not apply if the CITY determines the requirements of CHAPTER 2276 are inconsistent with the CITY's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy companies" has the meaning set forth in CHAPTER 2276.

17. *Firearms.* If required under Chapter 2274 of the Texas Government Code (as amended, "CHAPTER 2274"), DEVELOPER represents and warrants that, at the time of execution and delivery of this AGREEMENT, neither DEVELOPER, nor any wholly or majority-owned subsidiary, parent company, or affiliate of DEVELOPER that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the AGREEMENT against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with CHAPTER 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of CHAPTER 2274.
18. *Critical Infrastructure.* For purposes of Chapter 2275 of the Texas Government Code (as amended, "CHAPTER 2275"), DEVELOPER represents and warrants that, at the time of execution and delivery of this AGREEMENT, neither DEVELOPER, nor any wholly or majority-owned subsidiary, parent company, or affiliate of DEVELOPER that exists to make a profit, if any, is (A) owned by or has a majority of stock or ownership interest held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. The foregoing verification is made solely to comply with CHAPTER 2275. As used in the foregoing verification, the term "designated country" has the meaning ascribed to it in CHAPTER 2275.

EXHIBITS:

EXHIBIT A The Property
EXHIBIT B Petition for Voluntary Annexation
EXHIBIT C Petition for Consent to Creation of District
EXHIBIT D Agreement Ordinance
EXHIBIT E Annexation Ordinance
EXHIBIT F Zoning Ordinance
EXHIBIT G Consent Ordinance
EXHIBIT H Concept Plan
EXHIBIT I Landowner Disclosure
EXHIBIT J Parkland and Open Space Plan

EXHIBIT K Road Specifications
EXHIBIT L Transportation Improvements Plan
EXHIBIT M Water and Wastewater Plan
EXHIBIT N Water Quality Buffer Zones Plan
EXHIBIT O Water Quality Treatment Specifications
EXHIBIT P Written Agreement Regarding Services

EXECUTED by the PARTIES hereto to be effective as of the EFFECTIVE DATE.

CITY OF BUDA, TEXAS:

By: _____
Micah Grau, City Manager

ATTEST:

By: _____
Alicia Ramirez, City Clerk

For CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Micah Grau, City Manager of the City of Buda, Texas, a home rule municipality located in Hays County, Texas, on behalf of said municipality.

(SEAL)

Notary Public Signature

For CITY CLERK

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Alicia Ramirez, City Clerk of the City of Buda, Texas, a home rule municipality located in Hays County, Texas, on behalf of said municipality.

(SEAL)

Notary Public Signature

DEVELOPER:

BUDA COLE SPRINGS JV, LP, a Texas limited partnership

By: Buda Cole Springs JV GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

For DEVELOPER

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of Buda Cole Springs JV GP, LLC, a Texas limited liability company, General Partner of Buda Cole Springs JV, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public Signature

**APPROVAL AND EXECUTION OF CITY OF BUDA ANNEXATION,
DEVELOPMENT, AND MUNICIPAL UTILITY DISTRICT CONSENT AGREEMENT
FOR THE RESERVE AT COLE SPRINGS BY BUDA MUNICIPAL UTILITY
DISTRICT NO. 2**

Buda Municipal Utility District No. 2 (the “DISTRICT”) hereby approves and executes the City of Buda Annexation, Development, and Municipal Utility District Consent Agreement for the Reserve at Cole Springs dated effective _____, 2024 (the “AGREEMENT”) between the City of Buda, Texas (the “CITY”), Buda Cole Springs JV, LP, a Texas limited partnership, and the District, and directs that an original copy be delivered to the CITY in accordance with **Section E.2.** of the AGREEMENT.

DISTRICT:

BUDA MUNICIPAL UTILITY DISTRICT NO. 2

By: _____

Name: _____

Title: President, Board of Directors

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 202__ by _____, President of the Board of Directors of Buda Municipal Utility District No. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

(SEAL)

Notary Public Signature

EXHIBIT A

THE PROPERTY

A METES AND BOUNDS DESCRIPTION OF A 98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-inch iron pipe found for corner;
3. North 45°32'05" West, 206.86 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
4. North 84°55'08" West, 609.67 feet to a 3-inch metal fence post found for corner;
5. North 1°38'51" West, 12.00 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
6. North 21°39'22" West, 97.94 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
7. North 3°14'35" West, 274.38 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
8. North 3°23'35" West, 421.57 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
9. North 51°19'35" West, 79.88 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
10. North 63°58'38" West, 56.87 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
11. South 83°52'49" West, 449.85 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. North 8°18'55" West, 15.71 feet to a 2-inch pipe found marking the southeast corner of that certain 1.19 acre tract described in instrument to Alejandro Martinez in Document No. 17040875 of the Official Public Records of Hays County;
3. North 2°06'38" West, 251.91 feet to a 1/2-inch iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier

09/20/2023

**EXHIBIT OF A
98.961 ACRE TRACT**
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
2. North 87°39'07" East, 238.23 feet to a 1/2-inch iron rod found marking the southeast corner of that certain Tract No. 7 described in instrument to Bunton Family Trust in Document No. 11004052, and the southwest corner of that certain 6.52 acre tract described in instrument to Alex Sedillo in Document No. 80039605, both in the Official Public Records of Hays County;
3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

THENCE, South 76°21'44" East, 133.54 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of that certain 26.827 acre tract described in instrument to Home Living Hospitality in Document No. 15007138 of the Official Public Records of Hays County, along the northerly and easterly boundary of the said 42.72 acre tract;

THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

1. South 15°43'45" East, 344.16 feet to a 1/2-inch iron rod found for a point corner;
2. South 16°41'21" East, 1284.62 feet to the **POINT OF BEGINNING**, and containing 98.961 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/19/2023 at 2:06 PM, based on geometry in the drawing file K:\SNA_Survey\Meritage Homes Buda Cole Springs\067783115-Meritage BUDA\DWG\Exhibits\98.961 AC Boundary.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
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John G. Mosier

09/20/2023

**EXHIBIT OF A
98.961 ACRE TRACT**
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

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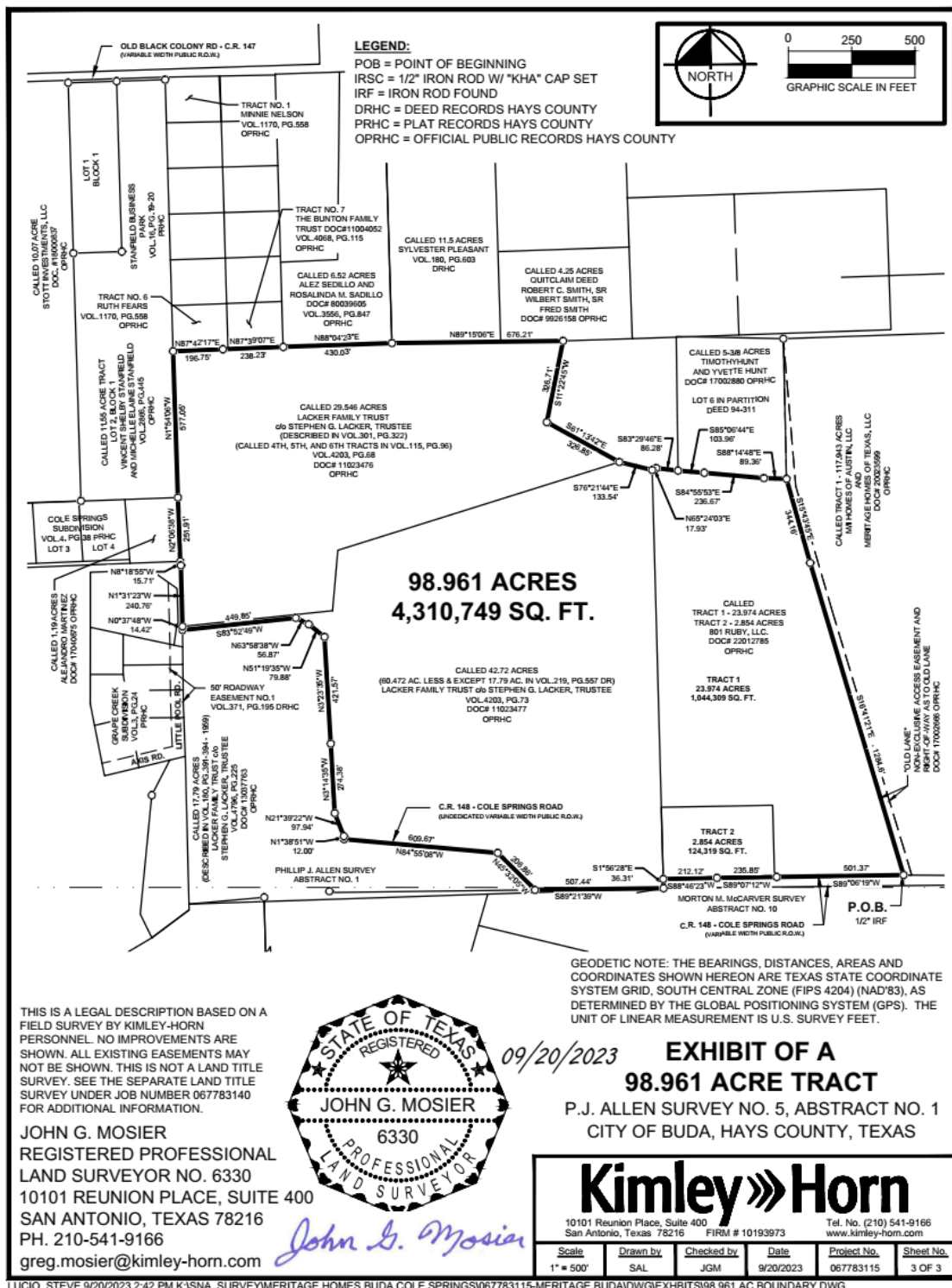


EXHIBIT B
PETITION FOR VOLUNTARY ANNEXATION

[to be replaced with final executed version prior to recordation of Agreement]

ANNEXATION PETITION

STATE OF TEXAS
COUNTY OF HAYS
CITY OF BUDA

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF BUDA, A HOME RULE
MUNICIPALITY IN AND OF THE STATE OF TEXAS:

The undersigned owner of the hereinafter described tract of land hereby petitions the City Council of Buda, in accordance with Section 43.0671 Local Government Code, to extend the present city limits so as to include as part of the City of Buda, Texas, the following territory to wit:

Being a 98.961-acre tract of land more particularly described by property description and plat of survey attached as **Attachment A**.

The undersigned owner certifies that the above described tract of land is contiguous and adjacent to the city limits of the City of Buda, Texas, and that this petition is signed by each and every person having an interest in said land.

This petition can be withdrawn at any time prior to final City Council action.

SIGNED:

BUDA COLE SPRINGS JV, LP, a Texas limited liability company

By: Buda Cole Springs JV GP, LLC,
a Texas limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO PETITION FOR VOLUNTARY ANNEXATION THE PROPERTY

A METES AND BOUNDS

DESCRIPTION OF A

98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-inch iron pipe found for corner;
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5. North 1°38'51" West, 12.00 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
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11. South 83°52'49" West, 449.85 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
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3. North 2°06'38" West, 251.91 feet to a 1/2-inch iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

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John G. Mosier

09/20/2023

EXHIBIT OF A
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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
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3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

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THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

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John G. Mosier

09/20/2023

**EXHIBIT OF A
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P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

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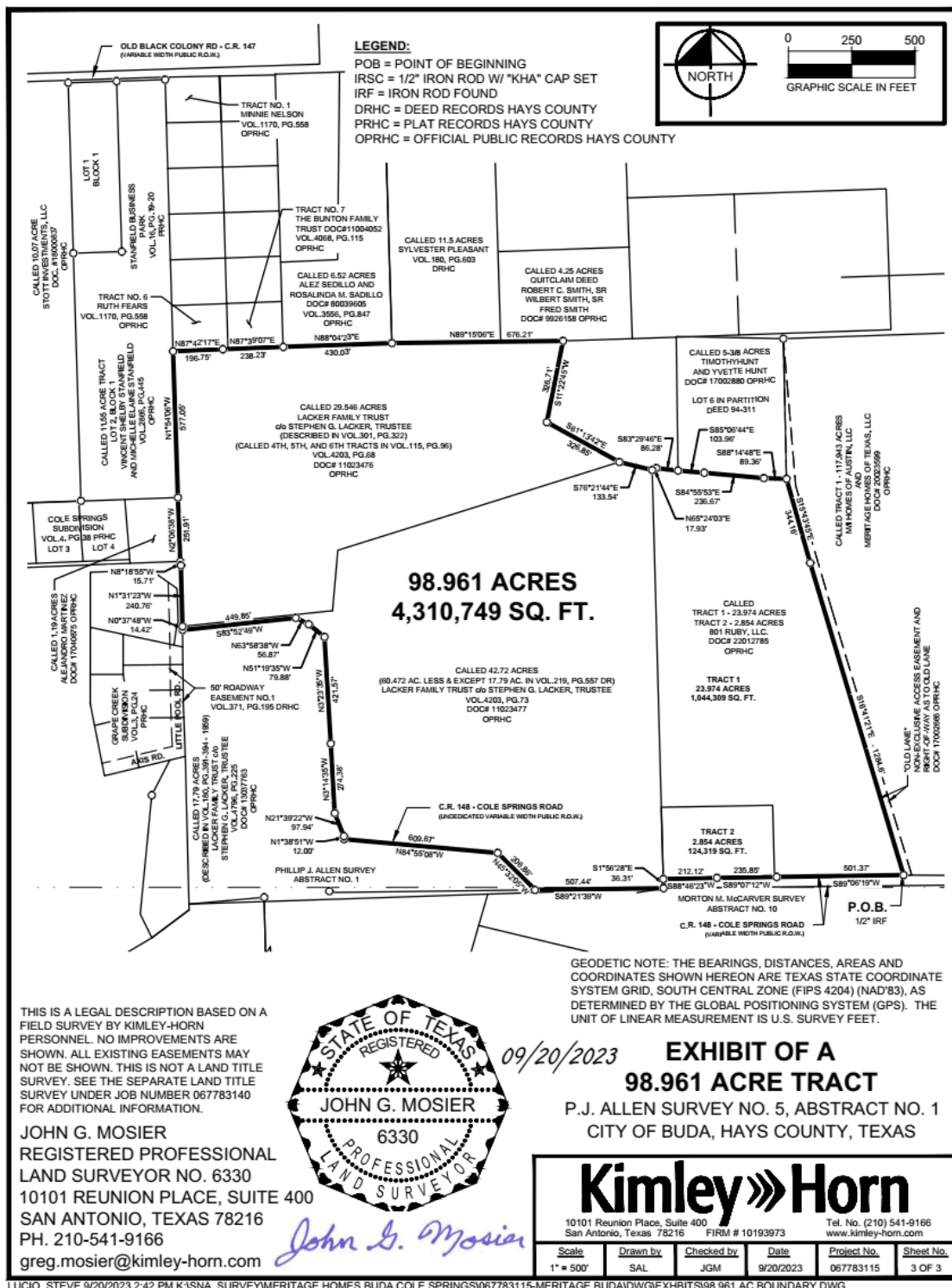


EXHIBIT C
PETITION FOR CONSENT TO CREATION OF DISTRICT

[to be replaced with final executed version prior to recordation of Agreement]

**PEITION FOR CONSENT TO CREATION
OF BUDA MUNICIPAL UTILITY DISTRICT NO. 2**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BUDA, TEXAS:

The undersigned (the “Petitioner”), holding title to a majority in value of the land described by metes and bounds on **Attachment A** (the “Land”), as indicated by the tax rolls of Hays County, Texas, and acting pursuant to Section 54.016 of the Texas Water Code, as amended, and Section 42.042 of the Texas Local Government Code, as amended, respectfully petitions the City Council of the City of Buda, Texas (the “City”) for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is BUDA MUNICIPAL UTILITY DISTRICT NO. 2 (the “District”) of Hays County, Texas. There is no other conservation and reclamation district in Hays County, Texas with the same name.

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto. It is further proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District consists of the 98.961 acres, more or less, situated in Hays County, Texas, more particularly described by metes and bounds on **Attachment A**, attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, the Petitioner has voluntarily requested that the Land be annexed into the municipal boundaries of the City. The Land may properly be included in the District.

IV.

The Petitioner holds title to and is the owner of a majority in value of the Land, as indicated by the tax rolls of Hays County, Texas. The Petitioner represents that there are no lienholders on the Property and that there are no residents on the Property.

V.

The general nature of the work to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance, of an adequate and efficient waterworks and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or

necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for single-family use. The health and welfare of the present and future inhabitants of the area and of the adjacent areas requires the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such a waterworks system, sanitary sewer system, and drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioner, from such information as is available at this time, that such cost will be approximately \$37,135,938. The proposed improvements are feasible and practicable, and the terrain of the Land is such that a water works system, a sanitary sewer system, a drainage and storm sewer system, and a roadway system can be constructed at a reasonable cost.

VIII.

The Petitioner, by submission of this Petition, requests the City's consent to the creation of the District as a municipal utility district containing the Land described in this Petition.

WHEREFORE, the Petitioner requests that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

[SIGNATURE PAGES FOLLOW]

EXECUTED effective as of the ____ day of _____, 20__.

PETITIONER:

BUDA COLE SPRINGS JV, LP, a Texas limited partnership

By: Buda Cole Springs JV GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, _____ of Buda Cole Springs JV GP, LLC, a Texas limited liability company, General Partner of Buda Cole Springs JV, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

ATTACHMENT A TO PETITION FOR CONSENT TO CREATION OF DISTRICT THE LAND

A METES AND BOUNDS

DESCRIPTION OF A

98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-iron pipe found for corner;
3. North 45°32'05" West, 206.86 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
4. North 84°55'08" West, 609.67 feet to a 3-inch metal fence post found for corner;
5. North 1°38'51" West, 12.00 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
6. North 21°39'22" West, 97.94 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
7. North 3°14'35" West, 274.38 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
8. North 3°23'35" West, 421.57 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
9. North 51°19'35" West, 79.88 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
10. North 63°58'38" West, 56.87 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
11. South 83°52'49" West, 449.85 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. North 8°18'55" West, 15.71 feet to a 2-inch pipe found marking the southeast corner of that certain 1.19 acre tract described in instrument to Alejandro Martinez in Document No. 17040875 of the Official Public Records of Hays County;
3. North 2°06'38" West, 251.91 feet to a 1/2-iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier

09/20/2023

EXHIBIT OF A
98.961 ACRE TRACT
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
2. North 87°39'07" East, 238.23 feet to a 1/2-inch iron rod found marking the southeast corner of that certain Tract No. 7 described in instrument to Bunton Family Trust in Document No. 11004052, and the southwest corner of that certain 6.52 acre tract described in instrument to Alex Sedillo in Document No. 80039605, both in the Official Public Records of Hays County;
3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

THENCE, South 76°21'44" East, 133.54 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of that certain 26.827 acre tract described in instrument to Home Living Hospitality in Document No. 15007138 of the Official Public Records of Hays County, along the northerly and easterly boundary of the said 42.72 acre tract;

THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

1. South 15°43'45" East, 344.16 feet to a 1/2-inch iron rod found for a point corner;
2. South 16°41'21" East, 1284.62 feet to the **POINT OF BEGINNING**, and containing 98.961 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/19/2023 at 2:06 PM, based on geometry in the drawing file K:\SNA_Survey\Meritage Homes Buda Cole Springs\067783115-Meritage BUDA\DWG\Exhibits\98.961 AC Boundary.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

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John G. Mosier

09/20/2023

**EXHIBIT OF A
98.961 ACRE TRACT**
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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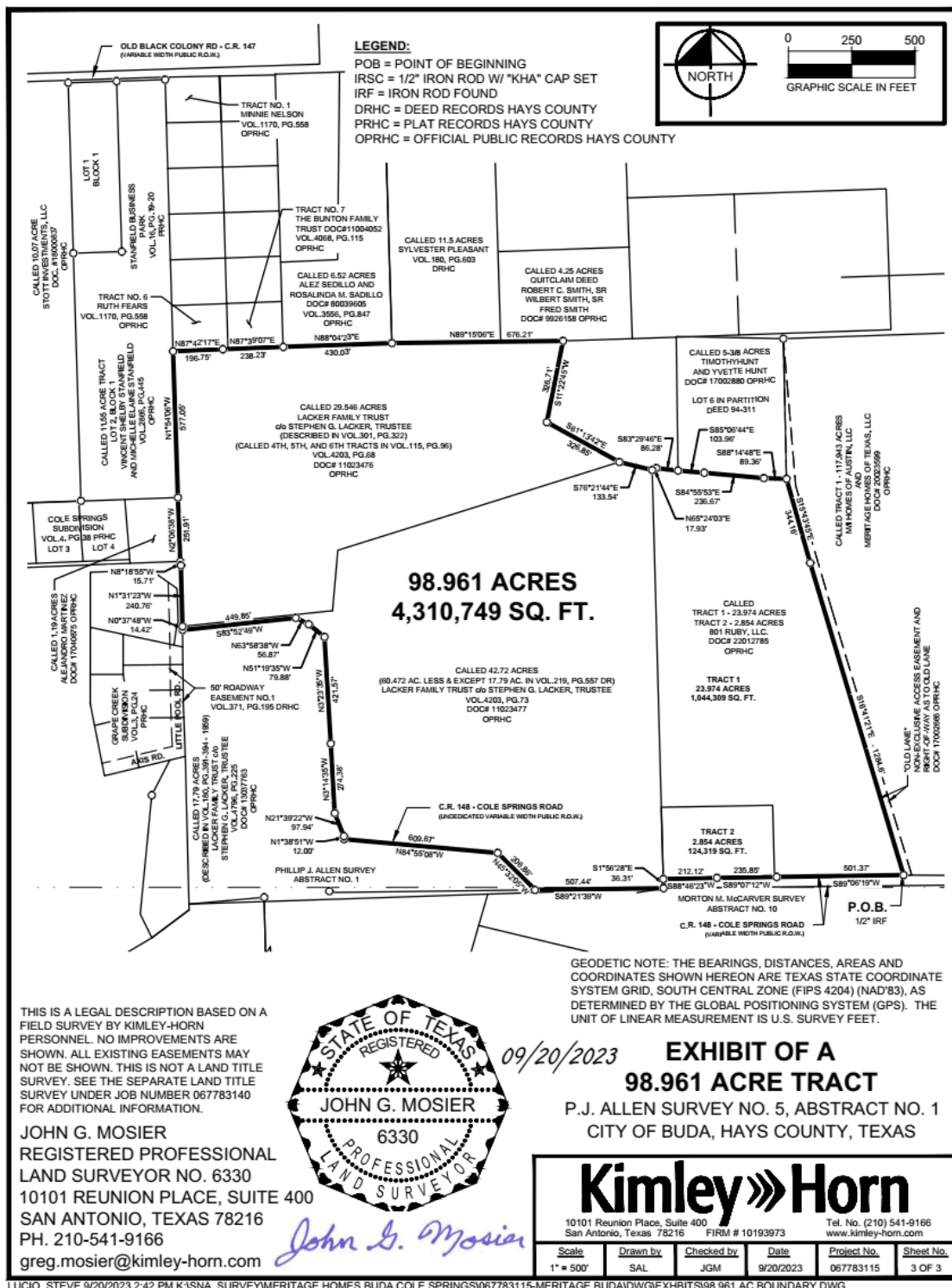


EXHIBIT D
AGREEMENT ORDINANCE

[to be attached prior to recordation of Agreement.]

EXHIBIT E
ANNEXATION ORDINANCE

[to be attached prior to recordation of Agreement.]

EXHIBIT F
ZONING ORDINANCE

[to be replaced with final executed version prior to recordation of Agreement]

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BUDA, TEXAS, INSTITUTING THE ZONING CLASSIFICATION OF APPROXIMATELY 98.961 ACRES OF LAND LOCATED SOUTH OF OLD BLACK COLONY ROAD AND WEST AND NORTH OF COLE SPRINGS ROAD AS PLANNED DEVELOPMENT NO. ____; DESCRIBING SAID 98.961 ACRES OF LAND; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF BUDA, TEXAS; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Buda Cole Springs JV, LP, a Texas limited partnership (the “Owner”), owns certain real property (“Property”) located in Hays County, Texas, such real property being more particularly described and depicted in **Attachment A**, attached hereto and fully incorporated into this Ordinance for all purposes; and

WHEREAS, Owner intends to develop the Property for residential uses; and

WHEREAS, Owner has requested the negotiation of a development agreement with the City and City consent to the creation of a municipal utility district over the Property (the “District”); and

WHEREAS, Owner has also requested that the Property be zoned immediately upon annexation, rather than after the District has been established and has executed the development agreement; and

WHEREAS, Owner has executed the City of Buda Annexation, Development, and Municipal Utility District Consent Agreement for the Reserve at Cole Springs (the “Development Agreement”) providing for all rights, obligations, and entitlements in relation to the development of the Property and has consented to same; and

WHEREAS, on _____, 2024, and prior to the adoption of this Ordinance, the City Council of the City of Buda, Texas annexed the Property into the corporate limits of the City of Buda, Texas by ordinance (the “Annexation Ordinance”) to be effective only upon the occurrence of certain conditions; and

WHEREAS, Owner has made an application to the City of Buda, Texas to institute the zoning classification of said Property as Planned Development No. ____; and

WHEREAS, said application was submitted to the City of Buda, Texas with proof of ownership or control of all of the Property; and

WHEREAS, the City of Buda, Texas, has performed the studies necessary to officially adopt a zoning district for this newly annexed land; and

WHEREAS, the City Council has instructed the Planning and Zoning Commission and the Director of Planning to study and make recommendations concerning the use of said land to promote the general welfare and to be in accordance with the Comprehensive Plan (defined below); and

WHEREAS, the Planning and Zoning Commission and the Director of Planning have conducted such studies; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Buda, Texas have each conducted, in the time and manner and after the notice required by law and the City of Buda Unified Development Code, a public hearing on such zoning classification; and

WHEREAS, the City of Buda Planning and Zoning Commission and the Director of Planning have issued recommendations regarding the zoning classification of the Property, and the City Council of the City of Buda, Texas now deems it appropriate to grant such requested zoning classification.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS:

Section 1: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

Section 2: As required by law, the City Council of the City of Buda conducted the public hearing on the request for zoning classification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3: The zoning classification of the Property is hereby instituted as Planned Development No. _____ (the “Planned Development District”). The Property is described in **Attachment A**, attached hereto and made a part hereof for all purposes.

Section 4: The Planned Development District shall be developed in accordance with the Buda Code of Ordinances, including the City of Buda Unified Development Code (the “UDC”; as defined as the Unified Development Code of the City of Buda as adopted on October 2, 2017, as amended by Ordinance Number 2019-24 adopted December 3, 2019, including any provisions thereof which have been or which may become in the future preempted or otherwise invalidated by state law), as modified by the Development Agreement and the land use densities, exceptions, roadway alignments and widths, and all other matters set forth in the Concept Plan attached as **Attachment B** and made a part hereof for all purposes (the “Concept Plan”), which is hereby approved, and as further modified by the following regulations and restrictions:

- A. **Purpose.** The Planned Development District includes a residential development with open space and transportation improvements. Improvements to the site will be designed to enhance the overall urban design and nature of the surrounding area.
- B. **Use Regulations.** In the Planned Development District, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered, or enlarged except as provided in this Ordinance.

Current existing uses shall be allowed until land is developed, at which time, only the following form bases uses, as they are defined in the UDC at the time of passage of this Ordinance, shall be allowed:

- 1. Suburban Residential District (R-2) for the area depicted as “R-2” in the Zoning Designations Plan attached as **Attachment C** (the “Zoning Designations Plan”), limited to single-family detached dwellings, provided that the minimum side yard setbacks within such area will be 10 feet for corner lots and 7.5 feet all other lots and up to 10% of the lots within such area will be permitted to have maximum building coverage of 50% and maximum impervious cover of 60%.
- 2. One & Two Family Residential District (R-3) for the area depicted as “R-3” in the Zoning Designations Plan, limited to single-family detached dwellings and the following incidental uses: an amenity center and parking lot, parks, playgrounds, trails, trailhead parking lot, water quality features, and other public infrastructure and utility facilities.

- C. **Development Regulations.** The Planned Development District will be developed in accordance with the Development Agreement.

Section 5: Zoning District Map. The zoning changes imposed by this Ordinance shall be incorporated into the Official Zoning District Map of the City of Buda promptly after the adoption of this Ordinance by the City Council of the City of Buda.

Section 6: Comprehensive plan deviation. To the extent this Ordinance represents any deviation from the Our Buda, Our Future 2024 Comprehensive Plan (the “Comprehensive Plan”), such plan is hereby amended to conform with this Ordinance.

Section 7: Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Buda, Texas, and this Ordinance shall not operate amend, change, supplement or repeal any such other ordinances except insofar as the provisions thereof might be inconsistent or in

conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinances are hereby repealed.

Section 8: Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 9: Passage. Pursuant to Section 3.12 of the Charter of the City of Buda, Texas, if the Council determines that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance is passed by a the affirmative vote of four or more members of the City council, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 10. Penalty. Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this Zoning Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this Zoning Ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 11. Effective Date. This Ordinance shall become effective on _____, 2024 in accordance with Section 3.12 of the Charter of the City of Buda, Texas; provided however, the adoption of an ordinance annexing the Property and the adoption of an ordinance consenting to the creation of an in-City municipal utility district are conditions precedent to this Ordinance becoming effective; in the event such ordinances annexing the Property and consenting to in-City municipal utility district creation are not adopted by _____, 2024, this Ordinance shall never take effect and shall be null and void.

Section 12: It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED AND APPROVED on first reading on the ____ day of _____, 2024, at a regular meeting of the City Council of the City of Buda, Texas.

PASSED, APPROVED AND ADOPTED on second and final reading on the ____ day of _____, 2024, at a regular meeting of the City Council of the City of Buda, Texas.

THE CITY OF BUDA, TEXAS

Lee Urbanovsky, Mayor
City of Buda, Texas

ATTEST:

Alicia Ramirez, City Clerk
City of Buda, Texas

ATTACHMENT A TO ZONING ORDINANCE THE PROPERTY

A METES AND BOUNDS

DESCRIPTION OF A

98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-inch iron pipe found for corner;
3. North 45°32'05" West, 206.86 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
4. North 84°55'08" West, 609.67 feet to a 3-inch metal fence post found for corner;
5. North 1°38'51" West, 12.00 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
6. North 21°39'22" West, 97.94 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
7. North 3°14'35" West, 274.38 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
8. North 3°23'35" West, 421.57 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
9. North 51°19'35" West, 79.88 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
10. North 63°58'38" West, 56.87 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
11. South 83°52'49" West, 449.85 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. North 8°18'55" West, 15.71 feet to a 2-inch pipe found marking the southeast corner of that certain 1.19 acre tract described in instrument to Alejandro Martinez in Document No. 17040875 of the Official Public Records of Hays County;
3. North 2°06'38" West, 251.91 feet to a 1/2-inch iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

JOHN G. MOSIER
REGISTERED PROFESSIONAL
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PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier

09/20/2023

EXHIBIT OF A
98.961 ACRE TRACT
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
2. North 87°39'07" East, 238.23 feet to a 1/2-inch iron rod found marking the southeast corner of that certain Tract No. 7 described in instrument to Bunton Family Trust in Document No. 11004052, and the southwest corner of that certain 6.52 acre tract described in instrument to Alex Sedillo in Document No. 80039605, both in the Official Public Records of Hays County;
3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

THENCE, South 76°21'44" East, 133.54 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of that certain 26.827 acre tract described in instrument to Home Living Hospitality in Document No. 15007138 of the Official Public Records of Hays County, along the northerly and easterly boundary of the said 42.72 acre tract;

THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

1. South 15°43'45" East, 344.16 feet to a 1/2-inch iron rod found for a point corner;
2. South 16°41'21" East, 1284.62 feet to the **POINT OF BEGINNING**, and containing 98.961 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/19/2023 at 2:06 PM, based on geometry in the drawing file K:\SNA_Survey\Meritage Homes Buda Cole Springs\067783115-Meritage BUDA\DWG\Exhibits\98.961 AC Boundary.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

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09/20/2023

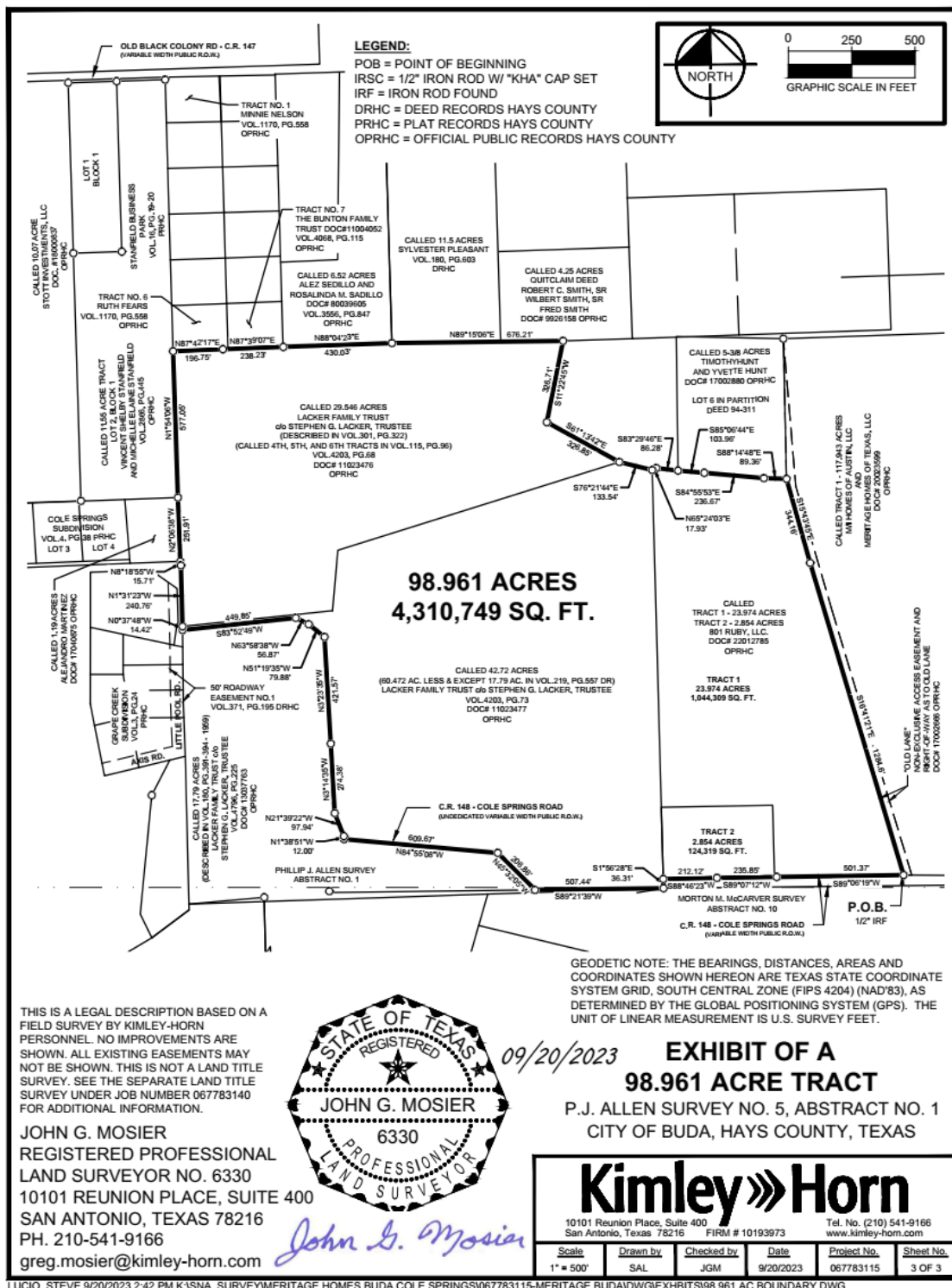
**EXHIBIT OF A
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ATTACHMENT B TO ZONING ORDINANCE
CONCEPT PLAN

[to be attached.]

ATTACHMENT C TO ZONING ORDINANCE **ZONING DESIGNATIONS PLAN**

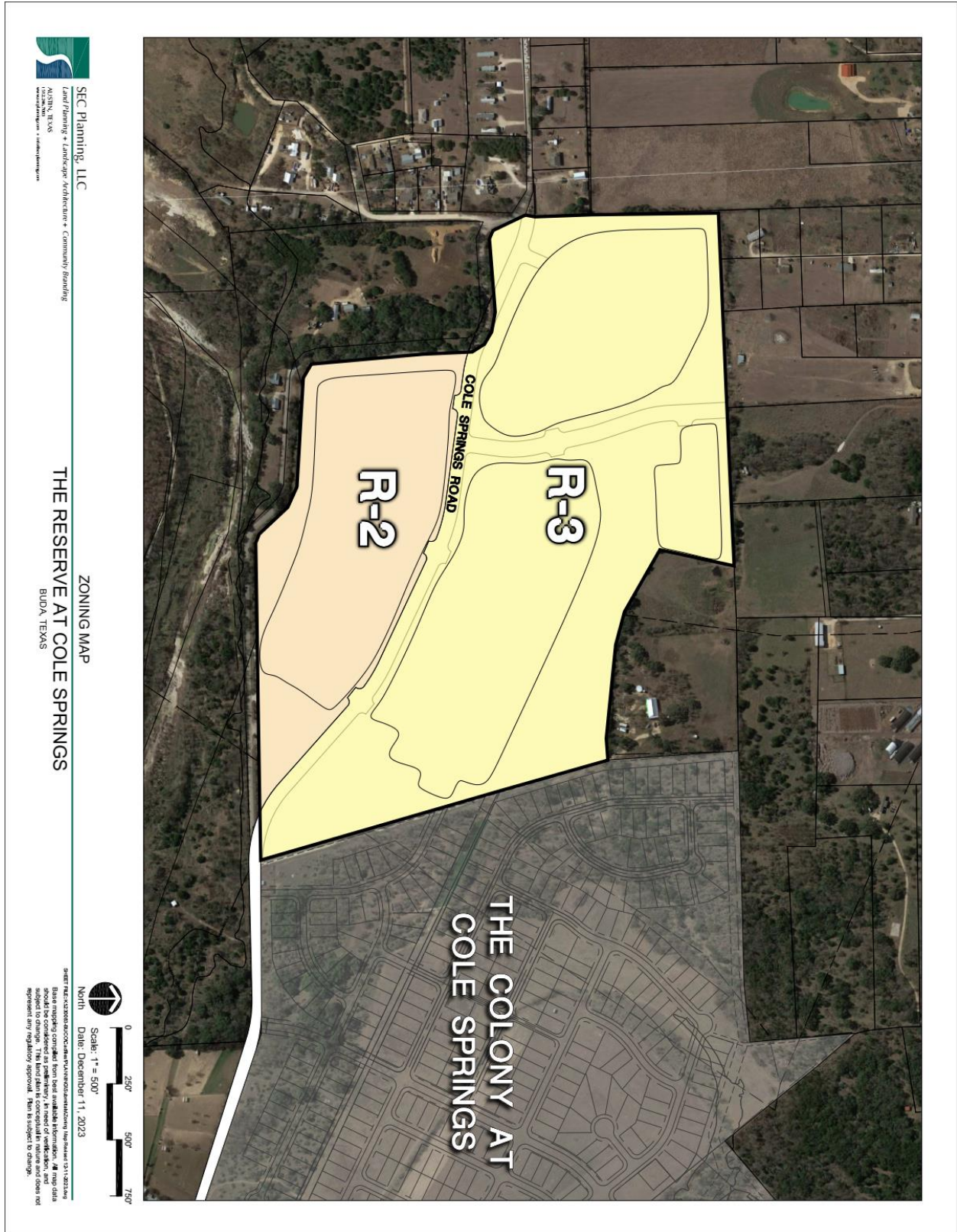


EXHIBIT G
CONSENT ORDINANCE

[to be replaced with final executed version prior to recordation of Agreement]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BUDA, TEXAS, GRANTING THE CONSENT OF THE CITY OF BUDA, TEXAS TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS “BUDA MUNICIPAL UTILITY DISTRICT NO. 2” WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF BUDA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Buda Cole Springs JV, LP, a Texas limited partnership (the “Owner”), owns approximately 98.961 acres of real property located in Hays County, Texas, such real property being more particularly described on **Attachment A** attached hereto and fully incorporated herein for all purposes (the “Property”); and

WHEREAS, the Owner has submitted to the City the petition attached as **Attachment B** (the “Petition”) requesting the City’s consent to the creation of a municipal utility district over the Property proposed to be named “Buda Municipal Utility District No. 2” (the “District”); and

WHEREAS, as of the effective date of this Ordinance, the Property is located in the municipal boundaries of the City; and

WHEREAS, Section 54.016, *Texas Water Code*, and Section 42.042, *Texas Local Government Code*, provide that land within the municipal boundaries of a municipality may not be included within a municipal utility district without the municipality’s written consent; and

WHEREAS, the City desires to grant the Petition and consent to the creation of the District over the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUDA, TEXAS THAT:

Section 1: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

Section 2: The City hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Property.

Section 3: The Mayor of the City of Buda is hereby authorized to sign this Ordinance and the City Secretary of the City of Buda to attest.

Section 4: *Repeal.* This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Buda, Texas, and this Ordinance shall not operate to amend, change, supplement, or repeal any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which even such conflicting provisions, if any, in such other ordinances are hereby repealed.

Section 5: *Severability.* If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6: *Passage.* Pursuant to Section 3.12 of the Charter of the City of Buda, Texas, if the Council determines that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance is passed by an affirmative vote of four or more members of the City Council, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7: *Effective Date.* This Ordinance shall become effective on _____, 2024, immediately after the ordinance annexing the Property becomes effective, in accordance with Section 3.12 of the Charter of the City of Buda, Texas.

Section 8: It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED AND APPROVED on first reading on the ____ day of _____, 2024, at a regular meeting of the City Council of the City of Buda, Texas.

PASSED, APPROVED, AND ADOPTED on second and final reading on the ____ day of _____, 2024, at a regular meeting of the City Council of the City of Buda, Texas.

APPROVED:

Lee Urbanovsky, Mayor
City of Buda, Texas

ATTEST:

Alicia Ramirez, City Clerk
City of Buda, Texas

ATTACHMENT A TO CONSENT ORDINANCE THE PROPERTY

A METES AND BOUNDS DESCRIPTION OF A 98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-iron pipe found for corner;
3. North 45°32'05" West, 206.86 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
4. North 84°55'08" West, 609.67 feet to a 3-inch metal fence post found for corner;
5. North 1°38'51" West, 12.00 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
6. North 21°39'22" West, 97.94 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
7. North 3°14'35" West, 274.38 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
8. North 3°23'35" West, 421.57 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
9. North 51°19'35" West, 79.88 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
10. North 63°58'38" West, 56.87 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
11. South 83°52'49" West, 449.85 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. North 8°18'55" West, 15.71 feet to a 2-inch pipe found marking the southeast corner of that certain 1.19 acre tract described in instrument to Alejandro Martinez in Document No. 17040875 of the Official Public Records of Hays County;
3. North 2°06'38" West, 251.91 feet to a 1/2-iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

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CITY OF BUDA, HAYS COUNTY, TEXAS

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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
2. North 87°39'07" East, 238.23 feet to a 1/2-inch iron rod found marking the southeast corner of that certain Tract No. 7 described in instrument to Bunton Family Trust in Document No. 11004052, and the southwest corner of that certain 6.52 acre tract described in instrument to Alex Sedillo in Document No. 80039605, both in the Official Public Records of Hays County;
3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

THENCE, South 76°21'44" East, 133.54 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of that certain 26.827 acre tract described in instrument to Home Living Hospitality in Document No. 15007138 of the Official Public Records of Hays County, along the northerly and easterly boundary of the said 42.72 acre tract;

THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

1. South 15°43'45" East, 344.16 feet to a 1/2-inch iron rod found for a point corner;
2. South 16°41'21" East, 1284.62 feet to the **POINT OF BEGINNING**, and containing 98.961 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/19/2023 at 2:06 PM, based on geometry in the drawing file K:\SNA_Survey\Meritage Homes Buda Cole Springs\067783115-Meritage BUDA\DWG\Exhibits\98.961 AC Boundary.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

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EXHIBIT H
CONCEPT PLAN

[to be attached.]

EXHIBIT I
LANDOWNER DISCLOSURE

A. At the time a municipality makes an offer to a landowner to enter into a development agreement pursuant to Local Government, Section 212.172, the municipality must provide the landowner with a written disclosure that includes:

- (1) a statement that the landowner is not required to enter into the agreement;
- (2) the authority under which the municipality may annex the land with references to relevant law;
- (3) a plain-language description of the annexation procedures applicable to the land;
- (4) whether the procedures require the landowner's consent; and
- (5) a statement regarding the municipality's waiver of immunity to suit.

B. You, the landowner, are not required to enter into this Agreement.

C. The City of Buda may only annex your property as provided by Local Government Code Section 43.016, "Authority of Municipality to Annex Area Qualified for Agricultural or Wildlife Management Use or as Timber Land;" Local Government Code, Section 212.172, "Development Agreement;" Subchapter C-3, "Annexation of Area on Request of Owners;" or Subchapter C-4, "Annexation of Areas with Population of Less Than 200 by Petition."

D. Annexation Procedures, Generally, in Local Government Code

Section 43.016, "Authority of Municipality to Annex Area Qualified for Agricultural or Wildlife Management Use or as Timber Land," provides that for a municipality to annex an area eligible for a development agreement under Local Government Code, Chapter 212, and appraised for ad valorem tax purposes as land for agricultural or wildlife management use or for timberland under the Tax Code, (1) the municipality must offer to make a development agreement under Local Government Code, Section 212.172, that would (A) guarantee continuation of the extraterritorial status of the area, and (B) authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber, and (2) the landowner must decline to make that development agreement.

Chapter 43, Subchapter C-3, "Annexation of Area on Request of Owners," provides that a municipality may annex an area if each owner of land in the area requests the annexation. Before adopting an ordinance to complete an annexation under Subchapter C-3, the City must first negotiate and enter into a written agreement with the landowners for the provision of services to the area, and hold one public hearing where persons interested in the annexation could be heard.

Chapter 43, Subchapter C-4, " of Areas with Population of Less Than 200 by Petition," provides that, before annexing an area with a population of less than 200, the City must first receive a petition consenting to the annexation signed by (1) more than 50% of the registered voters of the area and (2) if the registered voters of the area do not own more than 50% of the land in the area, more than 50% of the owners of land in the area. The City must then pass a resolution detailing services to be provided within the area after annexation, and mail to each resident and property owner in the area notice of the proposed annexation along with the services to be provided, date

of the public hearing to be held, and an explanation of the 180-day petition period for the above-mentioned petition.

Section 212.172, “Development Agreement,” provides that a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to, among other things, provide for the annexation of the land and to provide for the terms of the annexation. At the time a municipality makes an offer to a landowner to enter into such a development agreement, the municipality must provide the landowner a disclosure that includes the five items listed in Section A of this Exhibit E.

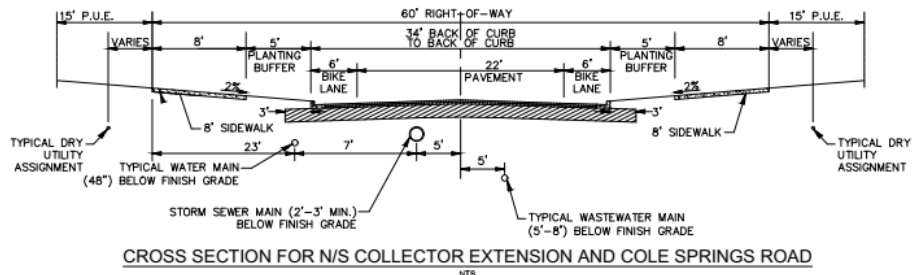
E. A municipality that enters a contract waives immunity from suit for the purpose of adjudicating a claim for breach of the contract. A development agreement entered into pursuant to Local Government Code Section 212.172 is a contract and constitutes a permit under Local Government Code Chapter 245.

EXHIBIT J
PARKLAND AND OPEN SPACE PLAN

[to be attached.]

EXHIBIT K

ROAD SPECIFICATIONS



Road Specifications

Buda, Texas
December 2023

DWG NAME
LAST SAVED

Kimley»Horn

501 S. Austin Ave.
Suite 1310
Georgetown, Texas 78626
512-520-0768
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT L TRANSPORTATION IMPROVEMENTS PLAN

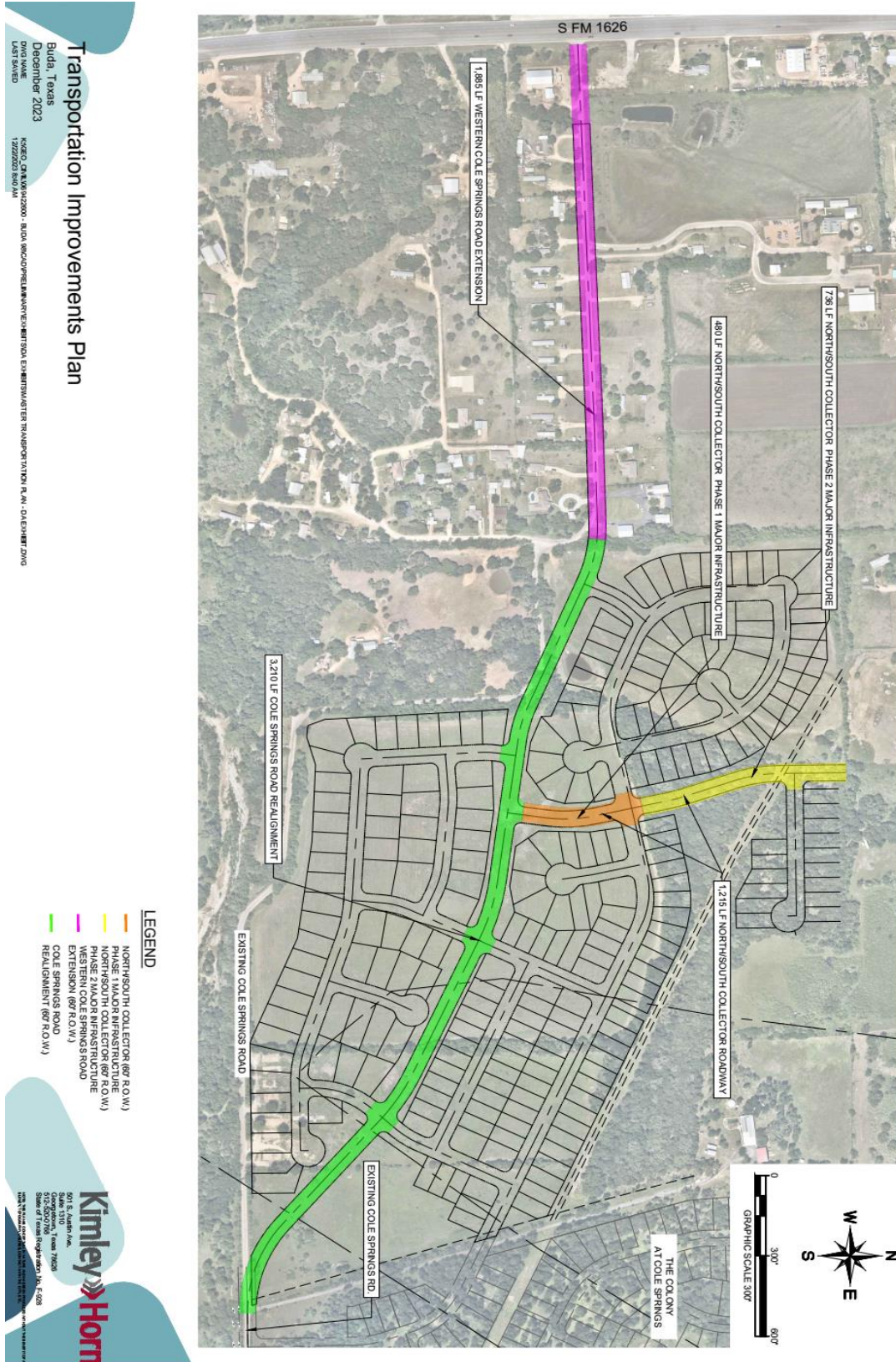


EXHIBIT M **WATER AND WASTEWATER PLAN**

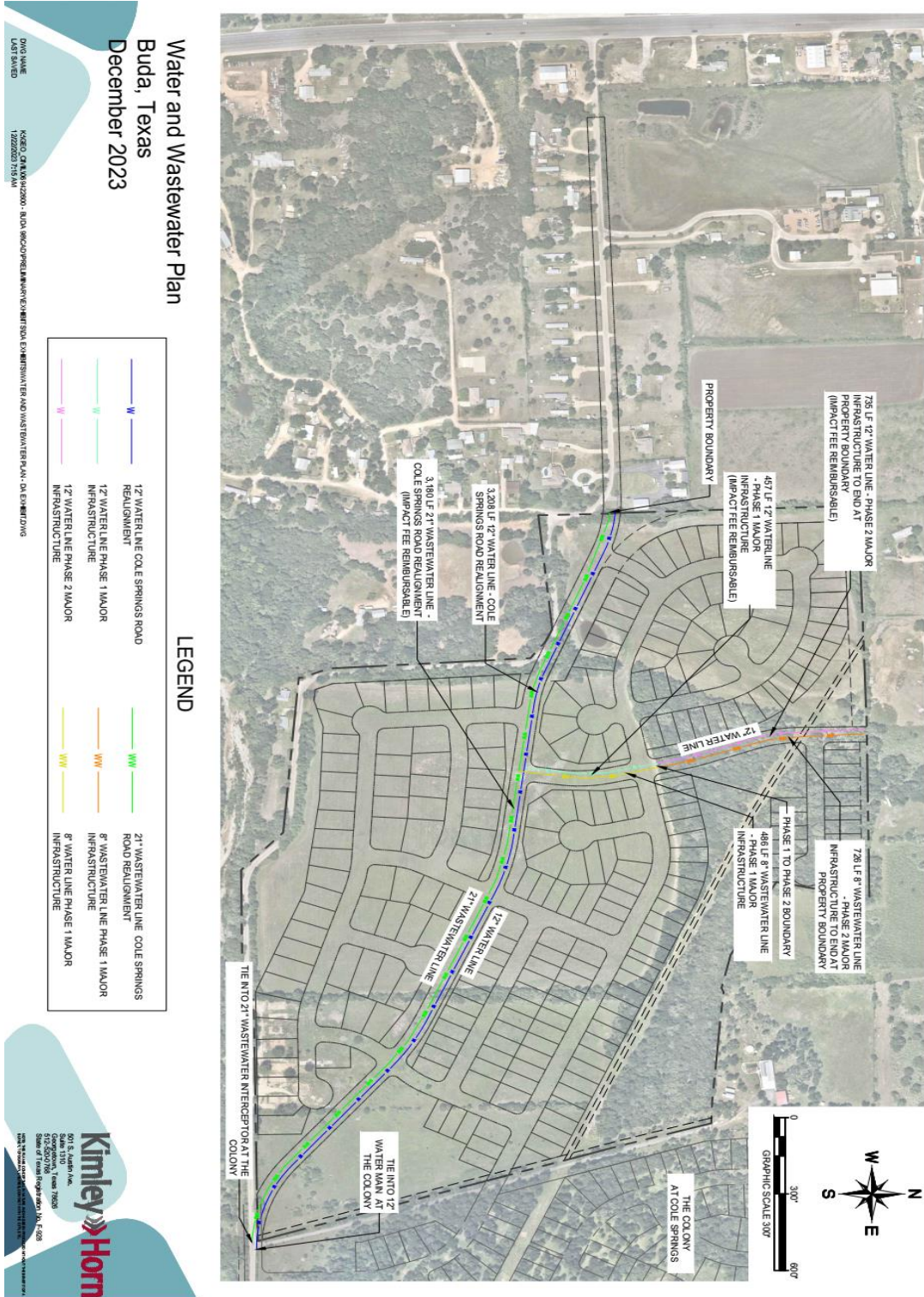


EXHIBIT N **WATER QUALITY BUFFER ZONES PLAN**

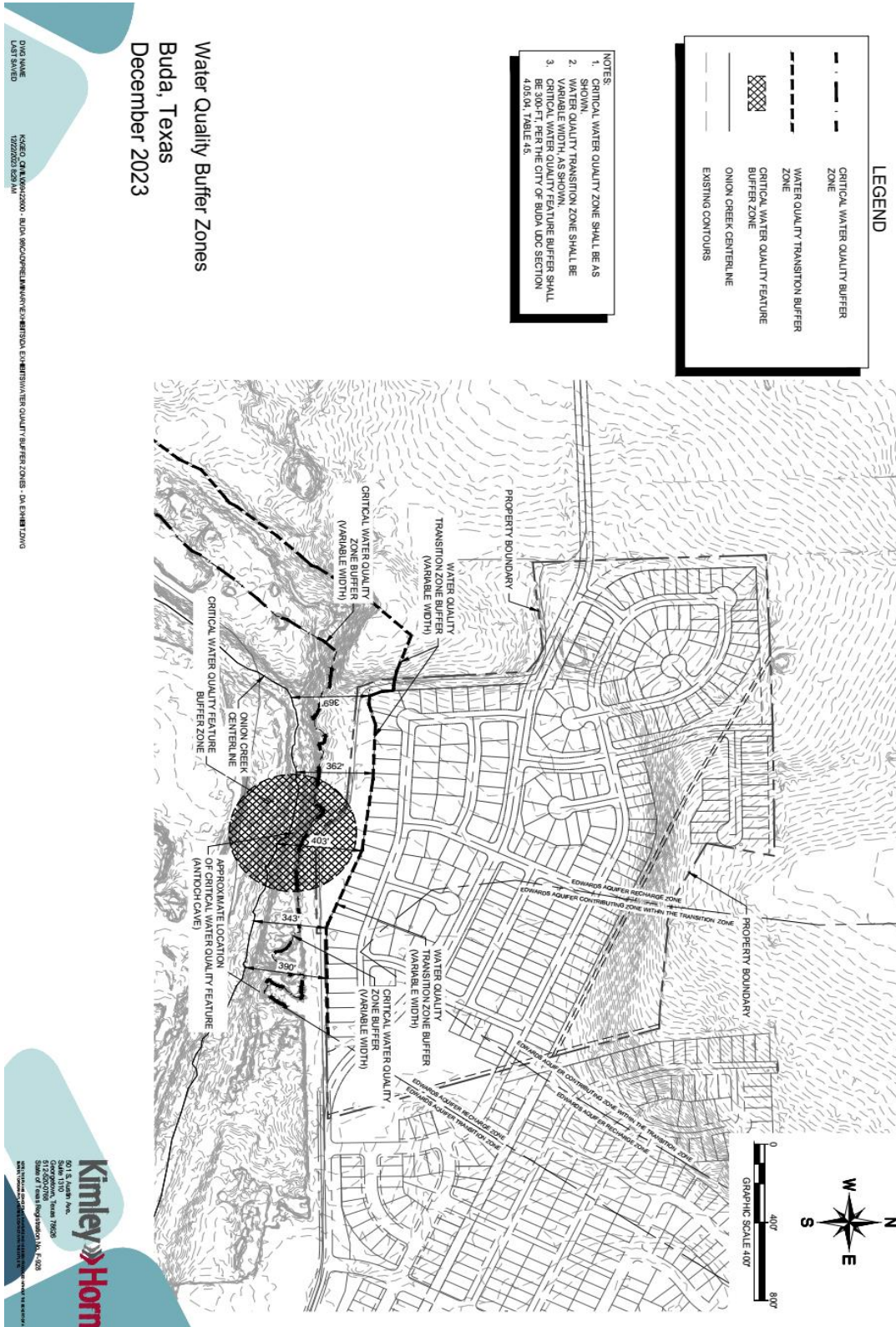


EXHIBIT O
WATER QUALITY TREATMENT SPECIFICATIONS

1. RUNOFF FROM THE PROJECT SHALL BE MANAGED THROUGH WATER QUALITY CONTROLS AND ON-SITE POLLUTION PREVENTION MEASURES WITH THE GOAL THAT NO INCREASES OCCUR IN RESPECTIVE AVERAGE ANNUAL LOADINGS OF TOTAL SUSPENDED SOLIDS, TOTAL PHOSPHORUS, TOTAL NITROGEN, CHEMICAL OXYGEN DEMAND, AND OIL AND GREASE FROM THE SITE.
2. THE IMPERVIOUS COVER PARAMETERS STATED IN SECTION 4.05.04.A.2 SHALL BE SUPERSEDED BY AN IMPERVIOUS COVER WAIVER ALLOWING 43% IMPERVIOUS COVER. THE IMPERVIOUS COVER PARAMETERS DO NOT INCLUDE SIDEWALKS AND MASTER TRAILS.
3. THE FOLLOWING SECTIONS OF THE UDC ARE HEREBY AMENDED BY “WATER QUALITY BUFFER ZONES”, AS ATTACHED: 04.05.04 B, C, AND E.
4. IRRIGATION AREA SLOPES STATED IN THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL SECTION 1.6.7.5.A.4.D SHALL BE SUPERSEDED BY AN ALLOWANCE UP TO 15%.
5. BATCH DETENTION PONDS SHALL BE UTILIZED AS AN ALLOWABLE FIRST STORMWATER CONTROL MEASURE AND SHALL BE DESIGNED PER TCEQ STANDARDS.
6. WATER QUALITY TREATMENT SHALL BE REQUIRED TO TREAT AREAS AS SHOWN IN THE “WATER QUALITY BUFFER ZONES PLAN” ATTACHED TO THE CITY OF BUDA ANNEXATION, DEVELOPMENT, AND MUNICIPAL UTILITY DISTRICT CONSENT AGREEMENT FOR THE RESERVE AT COLE SPRINGS DATED , 2024, AS MAY BE AMENDED, LIMITED TO THE EDWARDS AQUIFER RECHARGE ZONE. NO TREATMENT VIA ONSITE STORMWATER CONTROL MEASURES SHALL BE REQUIRED FOR THE AREAS LOCATED OUTSIDE OF THE EDWARDS AQUIFER RECHARGE ZONE.

EXHIBIT P
WRITTEN AGREEMENT REGARDING SERVICES

[to be replaced with final executed version prior to recordation of Agreement]

**SERVICES AGREEMENT
BETWEEN THE CITY OF BUDA, TEXAS
AND BUDA COLE SPRINGS JV, LP**

This Services Agreement (“Services Agreement”) is entered into by and between the City of Buda, Texas, a home-rule municipality of the State of Texas, (“City”) and Buda Cole Springs JV, LP, a Texas limited partnership (the “Landowner”). The City and Landowner shall be referred to collectively as “Parties.”

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Services Agreement.

WHEREAS, Landowner owns certain real property located in Hays County, Texas that is currently within the extraterritorial jurisdiction of City, such real property being more particularly described in **Attachment A** attached hereto and fully incorporated into this Services Agreement and for all purposes referred to herein as the “Property”; and

WHEREAS, Landowner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code; and

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area; and

WHEREAS, City and Landowner desire to set out the City services to be provided for the Property and consider this Services Agreement to constitute a written agreement in conformance with Section 43.0672 of the Local Government Code; and

WHEREAS, contemporaneously with this Services Agreement, the City and Landowner have executed an Annexation, Development, and Municipal Utility District Consent Agreement (“Development Agreement”) concerning, in part, the development of the Property.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Landowner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.
2. **MUNICIPAL SERVICES AS OF EFFECTIVE DATE OF ANNEXATION.**

Commencing on the Effective Date of the Annexation, the City will provide the municipal services set forth below to the Property.

- (a) Police. The City will provide police protection and law enforcement services in the manner same are provided to all other residents of the City.
- (b) Land Use. The City will provide comprehensive planning, land development, land use, and building review and inspection services within the Property in accordance with all existing applicable laws, rules, and regulations in the same manner as provided within the City's corporate limits, except as may be otherwise provided in the Development Agreement executed contemporaneously with this Services Agreement.
- (c) Parks, Recreational and Community Facilities. Residents of the Property will be permitted to utilize public City parks, recreational and community facilities in the manner same are provided to all other residents of the City.
- (d) Solid Waste. The City will provide solid waste collection services in accordance with existing City ordinances and policies in the same manner as provided to all other residents of the City.
- (e) Permitting and Inspection. The City will provide permitting and inspection services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City, except as may be otherwise provided in the Development Agreement executed contemporaneously with this Services Agreement.
- (f) Code Compliance. The City will provide code compliance services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City.
- (g) Animal Control. The City will provide animal control services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City.

3. **SCHEDULED MUNICIPAL SERVICES.** Due to the size and vacancy of the Property and the plans and schedule for the development of the Property as further set forth in the Development Agreement, the following municipal services will be provided in accordance with the following schedule:

- (a) Parks, Recreational and Community Facilities. City will provide for maintenance and operation of certain park and recreational facilities within the Property, as defined in the Development Agreement, upon acceptance of legal title thereto by the City and appropriations therefor.

- (b) Streets and Rights-of-Way. The City will maintain the public streets and rights-of-way and improvements therein upon final acceptance of same by the City as provided in the Development Agreement in accordance with existing City ordinances and policies and appropriations therefor.
- (c) Water service and maintenance of water facilities as follows:
 - A. Inspection of water distribution lines as provided by law and city ordinance; and
 - B. Water service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the provision of water service and pursuant to the terms of the Development Agreement. All water facilities necessary to serve the Property, including internal water lines, off-site water lines, and additional water distribution infrastructure, shall be constructed pursuant to the terms and conditions of the Development Agreement. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies, except as otherwise provided in the Development Agreement. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.
- (d) Wastewater service and maintenance of wastewater service as follows:
 - A. Inspection of sewer lines as provided by law and city ordinance; and
 - B. Wastewater service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the provision of wastewater service and pursuant to the terms of the Development Agreement. All wastewater facilities necessary to serve the Property, including internal wastewater lines, off-site wastewater lines, wastewater force main(s), and additional wastewater infrastructure, shall be constructed pursuant to the terms and conditions of the Development Agreement. The wastewater system will be accepted and maintained by the City in accordance with its usual policies, except as otherwise provided in the Development Agreement. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

4. **LANDOWNER'S STIPULATIONS.** The Landowner agrees and stipulates that Landowner has submitted a petition for the voluntary annexation of Property into the City of Buda

Reserve at Cole Springs Development Agreement

Exhibit P - Page 3 of 10

boundaries of the City, and that the annexation of the Property is voluntary.

5. **EXCLUDED SERVICES.** It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other property within the City limits.
6. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
7. **AUTHORITY.** City and Landowner represent that they have full power, authority and legal right to execute this Services Agreement.
8. **SEVERABILITY.** If any part, term, or provision of this Services Agreement is held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the legality, validity and enforceability of the remainder of the Services Agreement and the Services Agreement will be construed as if the part, term, or provision was never part of the Agreement.
9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
10. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts of Hays County, Texas. This Agreement shall be construed under the law of the State of Texas.
11. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
12. **GOVERNMENTAL IMMUNITY; DEFENSES.** Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Landowner.
13. **BENEFIT.** This Agreement shall be for the sole and exclusive benefit of the Parties and their proper successors and assigns, as contemplated in the Development Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
16. **NOTICE.** Any notice given under this Services must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY: City of Buda
405 E. Loop St.
Building 100
Buda, Texas 78610
Attn: City Manager

With Required Copy to:



LANDOWNER: Buda Cole Springs JV, LP
Attn.: Elliot Jones
1308 Tinnin Ford Road, Unit 2
Austin, Texas 78741

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days’ written notice to the other Party. Any Party may, by giving at least five (5) calendar days’ written notice to the CITY, designate additional persons or entities to receive copies of notices under this Services Agreement.

17. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Landowner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Services Agreement. This Services Agreement will be recorded in the Official Public Records of Hays County.
18. **CONFLICT WITH DEVELOPMENT AGREEMENT.** All rights and obligations related to the Property are subject to the Development Agreement which will be recorded in the Official Public Records of Hays County contemporaneously with the recordation of this Services Agreement. To the extent this Services Agreement conflicts with any terms

of the Development Agreement, the Development Agreement shall control.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior oral and written agreements between said parties, except as otherwise provided herein. This Agreement shall not be amended unless executed in writing by both parties.

EXECUTED by the PARTIES hereto to be to be effective on the effective date of annexation of the Property.

CITY OF BUDA, TEXAS:

By: _____
Micah Grau, City Manager

ATTEST:

By: _____
Alicia Ramirez, City Clerk

For CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Micah Grau, City Manager of the City of Buda, Texas, a home rule municipality located in Hays County, Texas, on behalf of said municipality.

(SEAL)

Notary Public Signature

For CITY CLERK

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Alicia Ramirez, City Clerk of the City of Buda, Texas, a home rule municipality located in Hays County, Texas, on behalf of said municipality.

(SEAL)

Notary Public Signature

LANDOWNER:

BUDA COLE SPRINGS JV, LP,
a Texas limited partnership

By: Buda Cole Springs JV GP, LLC,
a Texas limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

Date: _____

For LANDOWNER

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of Buda Cole Springs JV GP, LLC, a Texas limited liability company, General Partner of Buda Cole Springs JV, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public Signature

ATTACHMENT A TO WRITTEN AGREEMENT REGARDING SERVICES THE PROPERTY

A METES AND BOUNDS

DESCRIPTION OF A

98.961 ACRE TRACT OF LAND

BEING a 98.961 acre (4,310,749 square feet) tract of land situated in the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas; and containing all of that certain Tract 1 (23.974 acres) and that certain Tract 2 (2.854 acres) described in instrument to 801 Ruby, LLC., recorded in Document No. 22012785 of the Official Public Records of Hays County, containing all of that certain 42.72 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 60.47 acres save and except 17.79 acres in Volume 219, Page 557) in Document No. 11023477 and in Volume 4203, Page 73 of the Official Public Records of Hays County, and containing all of that certain 29.546 acre tract described in instrument to Lacker Family Trust c/o Stephen G. Lacker, Trustee (originally described as 29.546 acres in Volume 301, Page 322) in Document No. 11023476 and Volume 4203, Page 68 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the northerly right-of-way line of County Road No. 148 (Cole Springs Road - variable width public right-of-way) and the westerly line of Old Lane, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 of the Official Public Records of Hays County, marking the southeast corner of a called 26.827 acre of the herein described tract, and marking the southwest corner of that certain 117.943 acre tract described in instrument to M/I HOMES OF AUSTIN, LLC and MERITAGE HOMES OF TEXAS, LLC, recorded in Document No. 20023599 of the Official Public Records of Hays County;;

THENCE, along the northerly right-of-way line of said County Road 148 and the southerly line of said 26.828 acre tract the following three (3) courses and distances:

1. South 89°06'19" West, 501.37 feet to a 6" cedar fence post found for corner;
2. South 89°07'12" West, 235.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. South 88°46'23" West, 212.12 feet to a 6" cedar fence post found for corner on the easterly boundary line of that said 42.72 acre tract;

THENCE, crossing said Cole Springs Road, and along the northerly and easterly lines of the said 17.79 acre tract, same being the apparent southerly and westerly lines of said Cole Springs Road the following eleven (11) courses and distances:

1. South 1°56'28" East, 36.31 feet crossing said Cole Springs Road;
2. South 89°21'39" West, 507.44 feet to a 1/2-inch iron pipe found for corner;
3. North 45°32'05" West, 206.86 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
4. North 84°55'08" West, 609.67 feet to a 3-inch metal fence post found for corner;
5. North 1°38'51" West, 12.00 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
6. North 21°39'22" West, 97.94 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
7. North 3°14'35" West, 274.38 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
8. North 3°23'35" West, 421.57 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
9. North 51°19'35" West, 79.88 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
10. North 63°58'38" West, 56.87 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
11. South 83°52'49" West, 449.85 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of the said 17.79 acre tract, the northern-most southeast corner of the aforesaid 42.72 acre tract, and marking the intersection of the apparent southerly line of said Cole Springs Road with the easterly line of Little Pool Road (called Road Easement No. 1 in Volume 371, Page 195);

THENCE, North 0°37'48" West, 14.42 feet along the westerly boundary of said 42.72 acre tract, and crossing said Cole Springs Road to a 2-inch iron pipe found marking the southwest corner of the aforesaid 29.546 acre tract and the northwest corner of the said 42.72 acre tract;

THENCE, along the westerly boundary of said 29.546 tract, and continuing across said Cole Springs Road the following three (3) courses and distances:

1. North 1°31'23" West, 240.76 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for corner;
2. North 8°18'55" West, 15.71 feet to a 2-inch pipe found marking the southeast corner of that certain 1.19 acre tract described in instrument to Alejandro Martinez in Document No. 17040875 of the Official Public Records of Hays County;
3. North 2°06'38" West, 251.91 feet to a 1/2-inch iron pipe found marking the northeast corner of the said 1.19 acre tract and the southeast corner of Lot 2, Block 1 of Stanfield Business Park, plat of which is records in Volume 16, Page 19 of the Plat Records of Hays County;

THENCE, North 01°54'06" West, 577.05 feet to a 1/2-inch iron rod found along the easterly line of said Lot 2, Block 1 marking the southwest corner of that certain Tract No. 6 described to Ruth Fears in Volume 1170, Page 558, and marking the northwest corner of said 29.546 acre tract;

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier

09/20/2023

EXHIBIT OF A
98.961 ACRE TRACT
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

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**A METES AND BOUNDS
DESCRIPTION OF A
98.961 ACRE TRACT OF LAND
CONTINUED**

THENCE, along the northerly boundary of the said 29.546 acre tract the following four (4) courses and distances:

1. North 87°42'17" East, 196.75 feet to a 1/2-inch iron rod found marking the southeast corner of the said Tract No. 6;
2. North 87°39'07" East, 238.23 feet to a 1/2-inch iron rod found marking the southeast corner of that certain Tract No. 7 described in instrument to Bunton Family Trust in Document No. 11004052, and the southwest corner of that certain 6.52 acre tract described in instrument to Alex Sedillo in Document No. 80039605, both in the Official Public Records of Hays County;
3. North 88°04'23" East, 430.03 feet to a 1/2-inch iron rod found marking the southeast corner of the said 6.52 acre tract and the southwest corner of that certain 11.5 acre tract described in instrument To Sylvester Pleasant in Volume 180, Page 603 of the Deed Records of Hays County;
4. North 89°15'06" East, 676.21 feet to a 1/2-inch iron rod found on the southerly boundary of that certain 4.25 acre tract described in Quitclaim Deed to Robert C. Smith et al in Document No. 9926158 of the Official Public Records of Hays County, and marking the northwest corner of the said 29.546 acre tract and the herein described tract;

THENCE, along the easterly boundary of the said 29.546 acre tract the following two (2) courses and distances:

1. South 11°22'45" West, 326.71 feet to a 60D nail found in a 46-inch live oak tree for corner;
2. South 61°13'42" East, 326.85 feet to a 60D nail found in a 40-inch live oak tree marking the east corner of the said 29.546 acre tract and the north corner of the aforesaid 42.72 acre tract;

THENCE, South 76°21'44" East, 133.54 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the northwest corner of that certain 26.827 acre tract described in instrument to Home Living Hospitality in Document No. 15007138 of the Official Public Records of Hays County, along the northerly and easterly boundary of the said 42.72 acre tract;

THENCE, along the northwest northerly boundary corner of said 26.827 acre tract the following two (2) courses and distances:

1. North 65°24'03" East, 17.93 feet to a 1/2-inch iron rod pipe found for corner;
2. South 83°29'46" East, 86.28 feet to a 1/2-inch iron rod pipe for corner, marking the southwest corner of that certain a called 5-3/8 acre tract of land described in instrument to Timothy Hunt and Yvette Hunt recorded in Document No. 17002880 of the Official Public Records of Hays County;

THENCE, along the southerly boundary line of said 5-3/8 acre tract the following three (3) courses and distances:

1. South 85°06'44" East, 103.96 feet to a 1/2-inch iron rod found for corner;
2. South 84°55'53" East, 236.67 feet to a 1/2-inch iron rod found for corner;
3. South 88°14'48" East, 89.36 feet to a 1/2-inch iron rod found on the westerly line of aforesaid Old Lane and aforesaid 117.943 acre tract for corner, marking the southeast corner of said 5-3/8 acre tract and northeast corner of said 26.827 acre tract;

THENCE, along the easterly line of said 26.287 827 acre tract, and the westerly line of said Old Lane and the 117.943 acre tract, a non-exclusive access easement and right-of-way recorded in Document No. 17002666 and the westerly line of a called 123.670 acre tract of land described in instrument to Fred and Paula Trudeau recorded in Document No. 15007277 of the Official Public Records of Hays County the following the following two (2) courses and distances:

1. South 15°43'45" East, 344.16 feet to a 1/2-inch iron rod found for a point corner;
2. South 16°41'21" East, 1284.62 feet to the **POINT OF BEGINNING**, and containing 98.961 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/19/2023 at 2:06 PM, based on geometry in the drawing file K:\SNA_Survey\Meritage Homes Buda Cole Springs\067783115-Meritage BUDA\DWG\Exhibits\98.961 AC Boundary.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

JOHN G. MOSIER
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John G. Mosier

09/20/2023

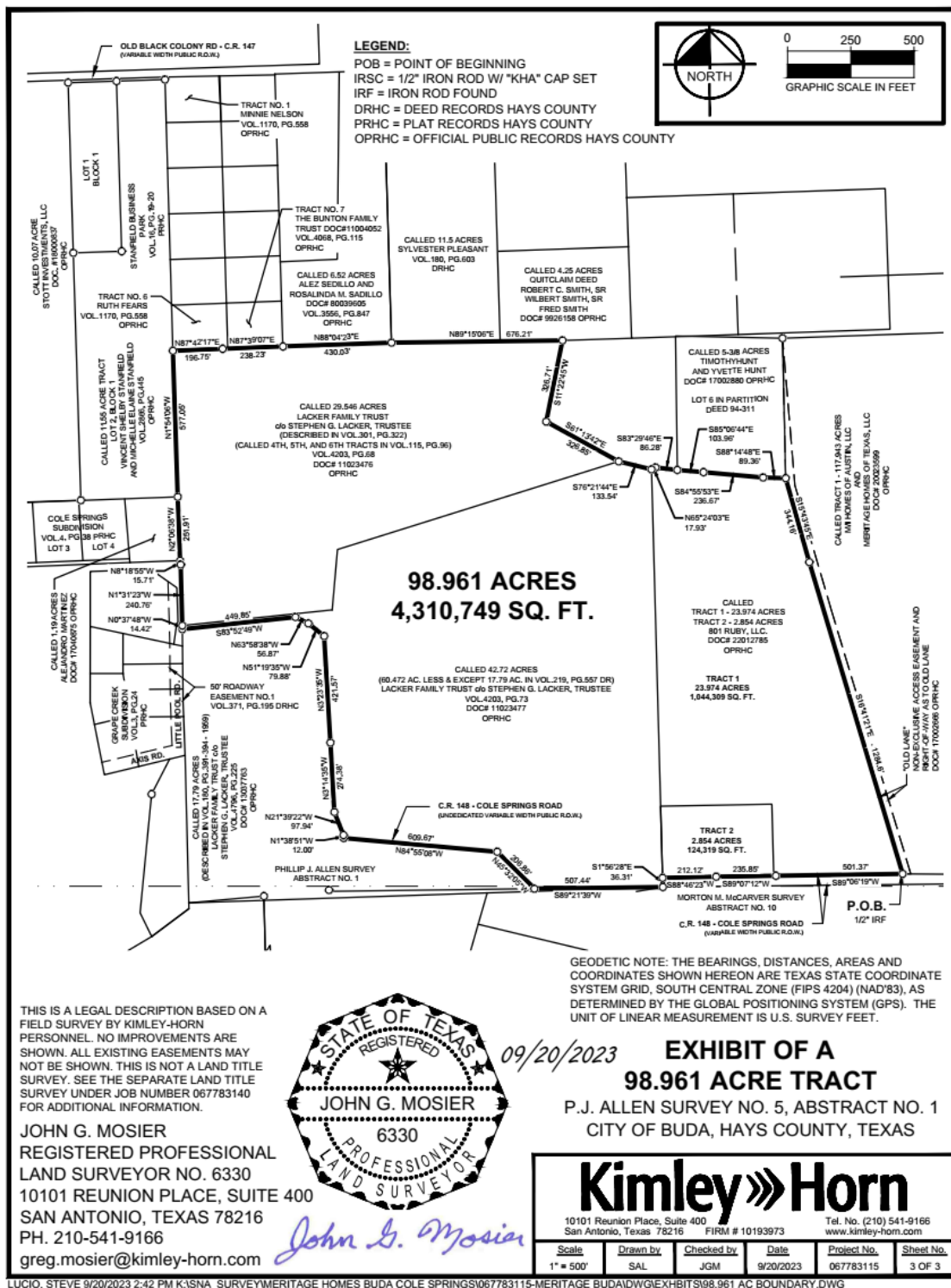
**EXHIBIT OF A
98.961 ACRE TRACT**
P.J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
CITY OF BUDA, HAYS COUNTY, TEXAS

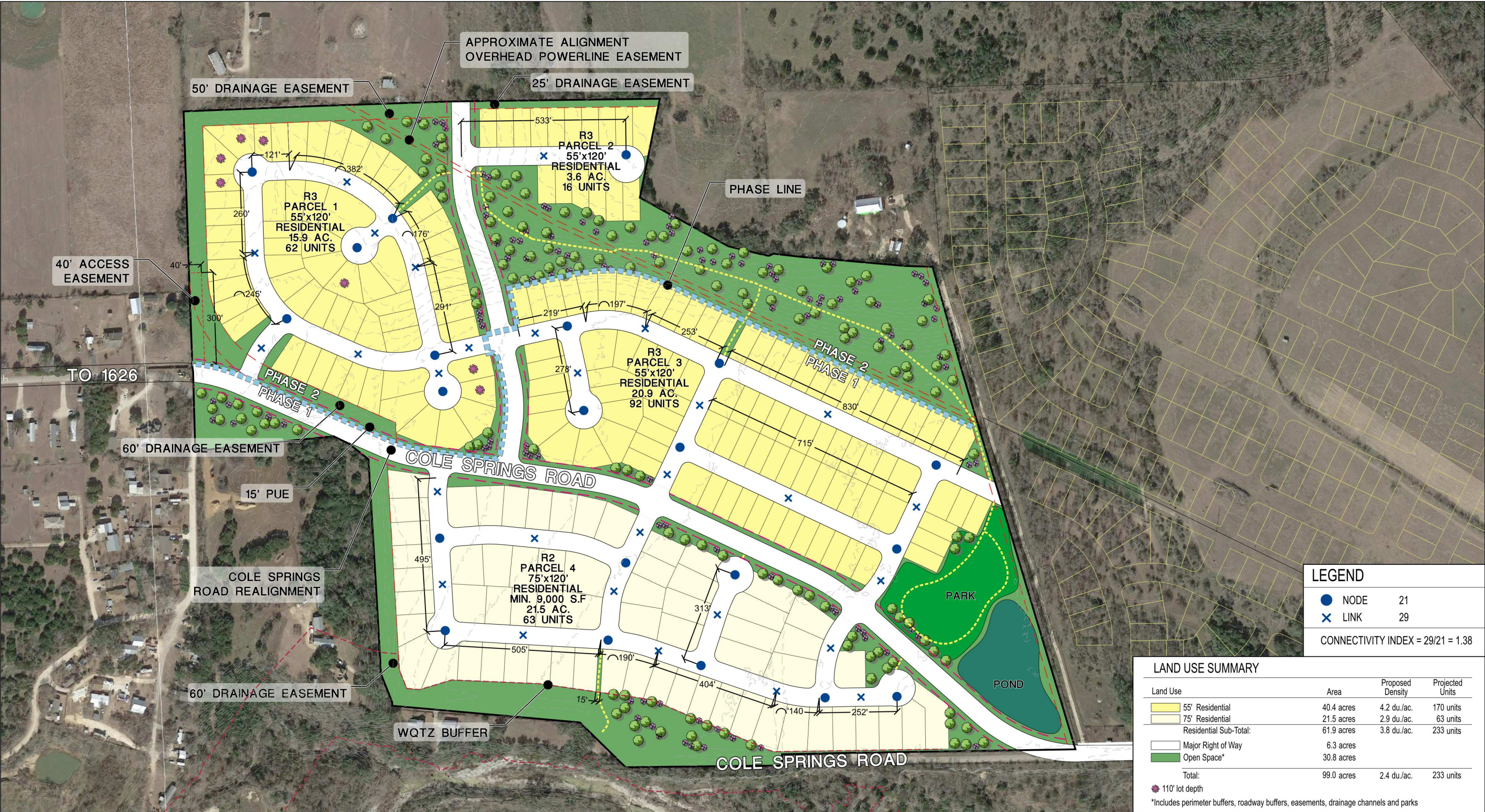
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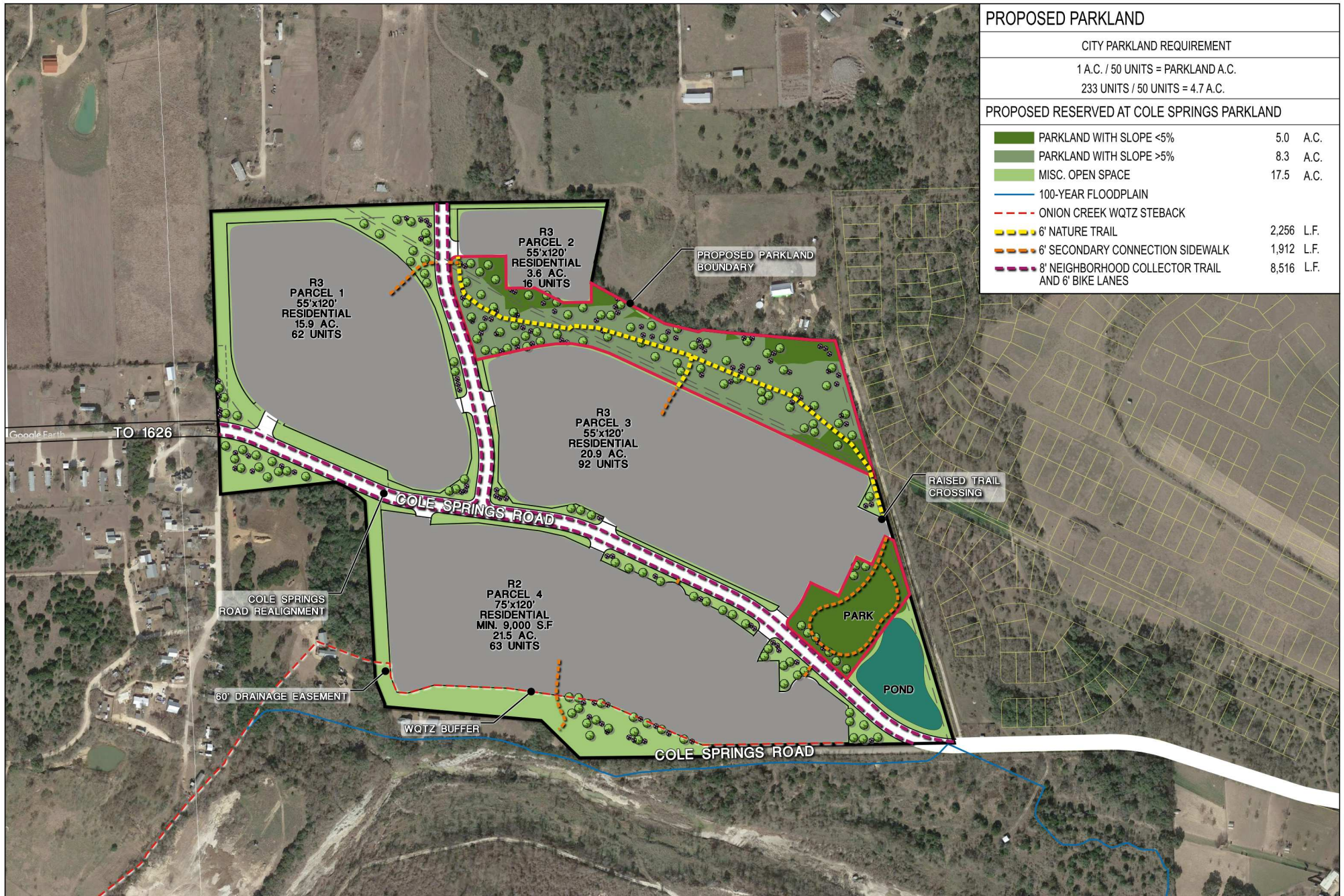
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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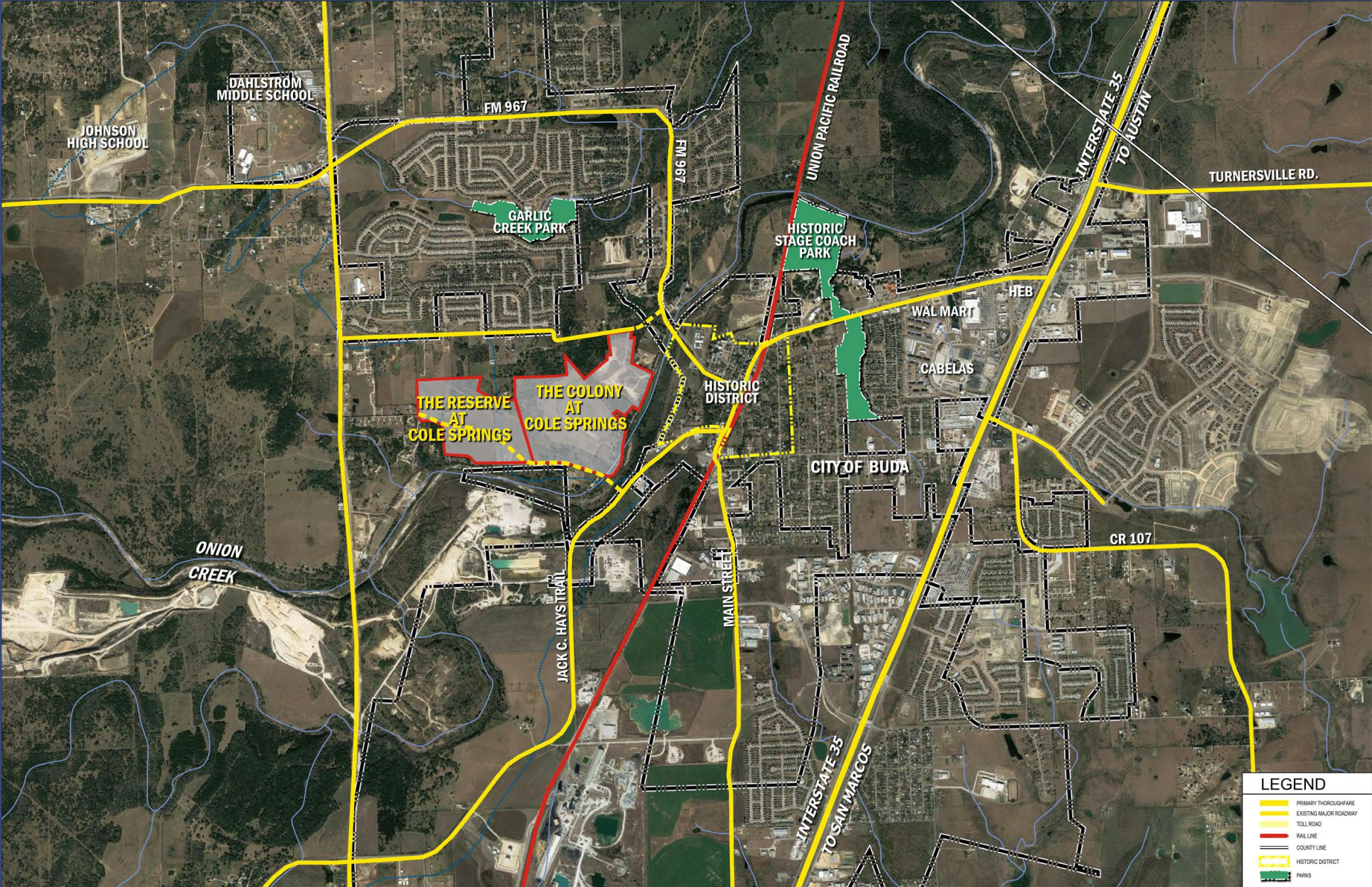
THE RESERVE

- AT COLE SPRINGS -

Development Agreement
P&Z Commission, City of Buda
March 26, 2024



Context Map



Land Use Plan – Reserve at Cole Springs



- Creates an in-City MUD to finance enhanced roadway, utility and park improvements
- Re-aligns, widens and straightens Cole Springs Road to FM 1626
- Create north south collector in compliance with City thoroughfare map
- Approx. 233 lots: (170) 55' width; (63) 75' wide or larger
- Lot standards in general compliance with UDC regulations for zoning categories R-2 and R-3
- 7.5' side setbacks on R-2 and R-3 homes; up to 10% of R-2 homes allowed 50% building coverage and 60% IC
- Approximately 30 acres of open space

Park and Trails Plan



- Code Requirement 1 acre per 50 units = 4.7 acres Required
- Parkland Proposed = 13.3 acres
- Wider sidewalks along each side of collector road
- Bike lanes along each side of Cole Springs and the new N/S collector roadway
- Internal trails connected to Colony
- Neighborhood park with a parking lot, playground, picnic area, outdoor gaming, and trails

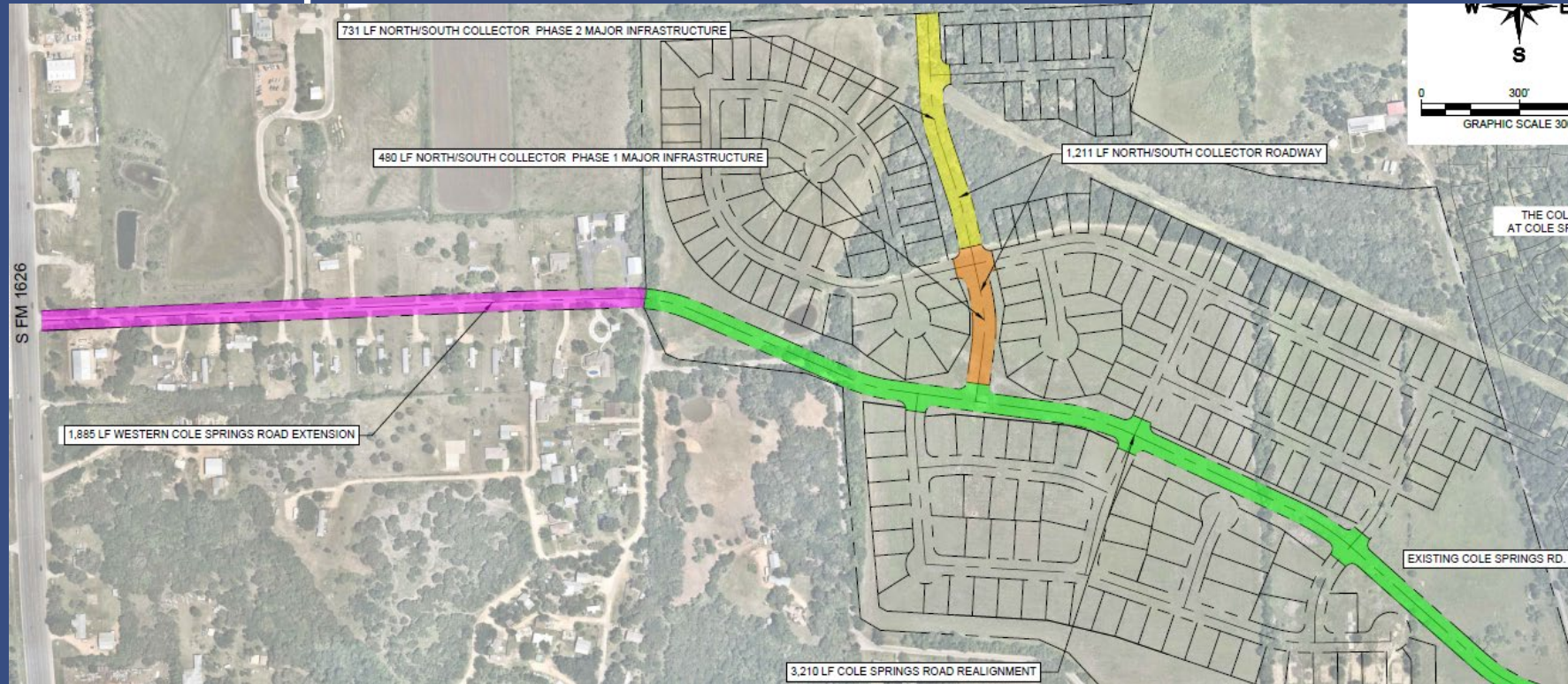
Reserve at Cole Springs Neighborhood Park Concept



- ❑ New neighborhood park with parking, pavilion, playground, open play, trails
- ❑ Trails and bike lanes connect the overall master plan
- ❑ Raised trail crossings at street intersections

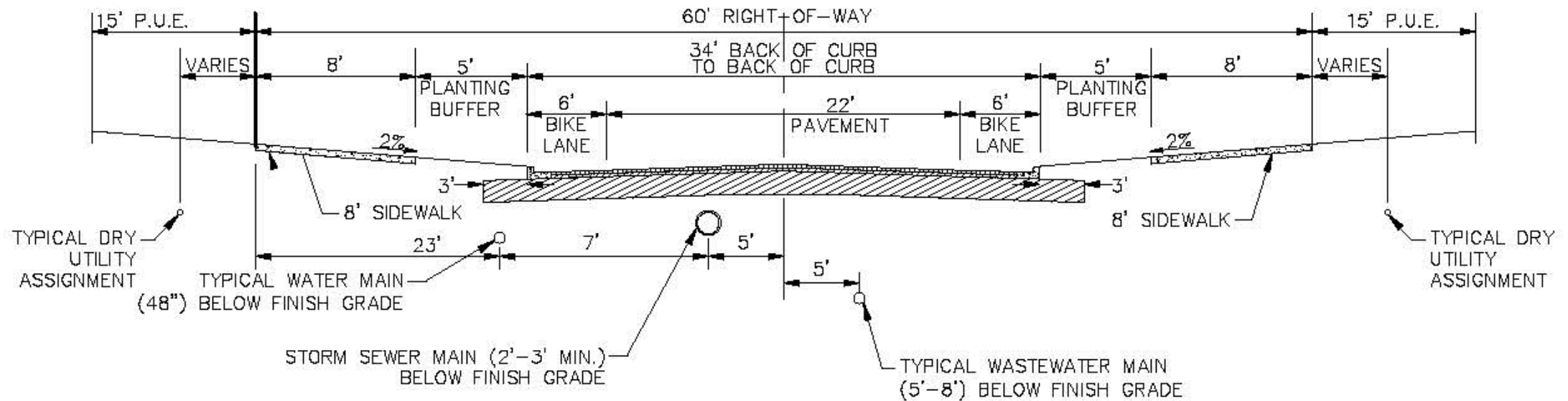


Transportation Improvements



- Developer constructs the realigned CSR through the property with Phase 1.
- Developer designs/constructs ~1,885 LF from Western Boundary to FM 1626 (aka “Western Cole Springs Road Extension”)
 - City begins ROW acquisition upon approval of DA; provides “ROW Notice” upon completion
 - Developer will finalize design within later of (i) 180 days after receipt of ROW Notice, or (ii) approval of prelim plat for Phase 1
 - Developer begins construction later of (i) 60-days following approvals for road, or (ii) approvals of construction plans for Phase 1
- ROW Deadline
 - For ROW acquisition, City has until the later of (i) 3 years following Effective Date; or (ii) 90-days following City’s acceptance of Phase 1 Infrastructure
 - If any portion of ROW is not acquired, City and Developer will modify design of road accordingly.

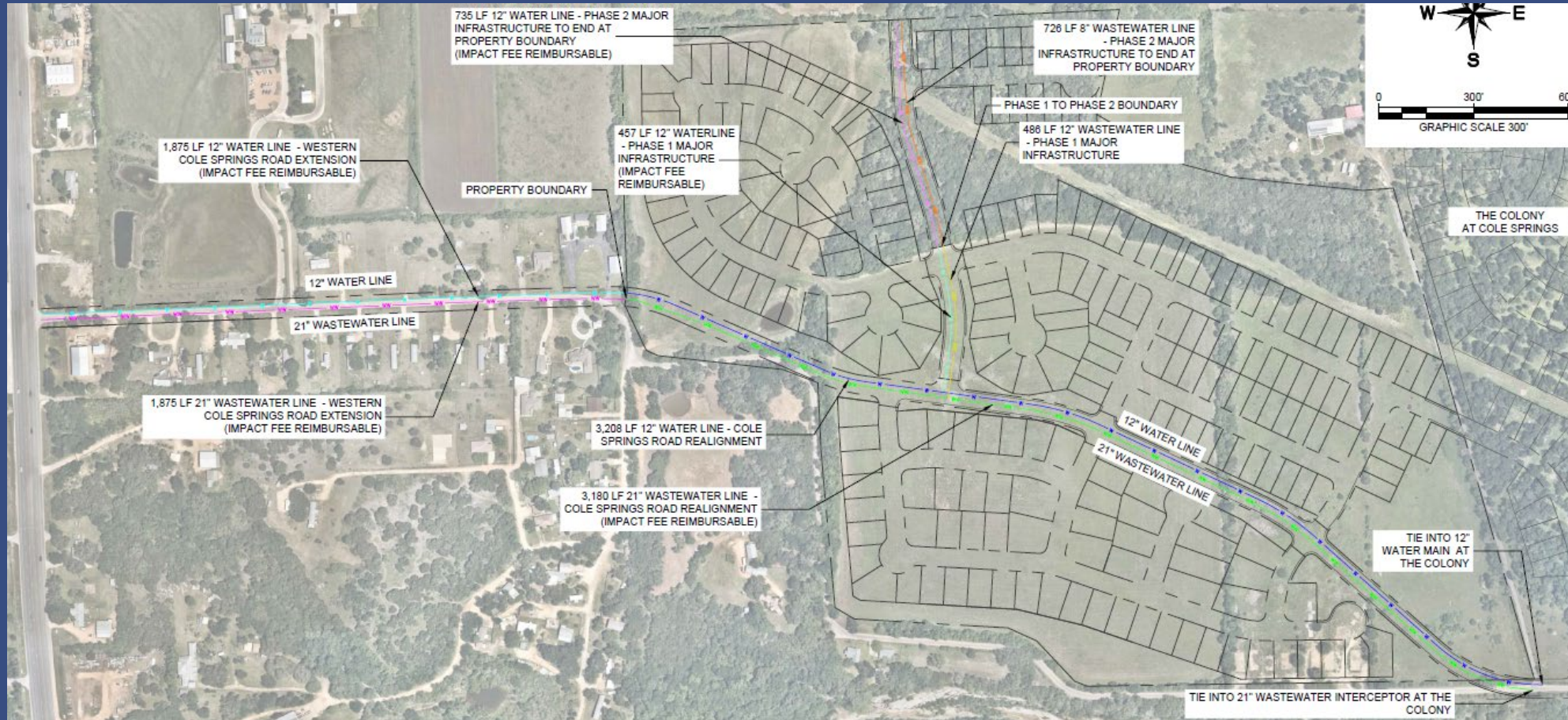
Cole Springs Rd - Cross Section



CROSS SECTION FOR N/S COLLECTOR EXTENSION AND COLE SPRINGS ROAD

NTS

Utilities



- Developer constructs 12" Water line and oversized 21" Wastewater line within CSR as part of Phase 1.
- Per separate agreement, West Oak funds & Developer designs/constructs the following utilities totaling \$1,181,238
 - 12" Water line in Western Cole Springs Road, est. cost \$529,139
 - 21" Wastewater line in Western Cole Springs Rd, est. cost \$652,099
- If City fails to execute agreement with West Oak:
 - Developer becomes obligated to construct offsite utilities
 - City agrees to reimburse for costs of offsites through impact fee credits

Utility Impact Fees

Calculation of Impact Fee Credits

			Impact Fees					
			Total Eligible For Credit	Impact Fee	Connections	Total Impact Fees	Impact Fee Credit	Net Impact Fees to City
	City Needs	District Needs						
Water	12" Wtr Line	8" Wtr Line						
N/S Collector Road	\$ 313,206	223,604	\$ 89,602					
Total	\$ 313,206	\$ 223,604	\$ 89,602	\$ 3,595	245	\$ 880,775	\$ 89,602	\$ 791,173
Wastewater	21" Gravity Line	12" Gravity Line						
CS Road Realignment	\$ 1,258,722	\$ 611,061	\$ 647,662					
	\$ 1,258,722	\$ 611,061	\$ 647,662	\$ 3,515	245	\$ 861,175	\$ 647,662	\$ 213,513
Projected Total Impact Fee Credits			\$ 737,264			\$ 1,741,950	\$ 737,264	\$ 1,004,686

Community Benefits made possible by MUD:

- ❑ Transportation Improvements exceed traditional development requirements
 - ❑ New North South Collector (\$2,511,176)
 - ❑ New Cole Springs Alignment (\$5,532,531)
 - ❑ New Cole Springs Extension to FM 1626 (\$2,460,878)
- ❑ Oversized wastewater line and water line connection to serve future growth
- ❑ Connectivity to downtown businesses
- ❑ Parks / trails exceed requirements
- ❑ Master Planned Community cohesive design utilizing City UDC



Questions and Discussion



Agenda Item Report

Legislative Board:

Planning and Zoning
Commission

Date:

March 26, 2024

Contact:

Will Parrish

Agenda Item ID /

Number:

2024-243- / G.4

ITEM TITLE:

Hold a Public Hearing and consider a request by Buda Cole Springs JV LTD for a Zoning Map Amendment from ETJ to PD for a 98.96 acre tract of land, generally located between Cole Springs Road and Old Black Colony Road, out of the Phillip J. Allen Survey No. 5, Abstract 1, Hays County, Texas (Z 24-01) (Assistant Development Services Director Will Parrish).

1. EXECUTIVE SUMMARY

This request is for a Planned Development that will include Suburban Residential (R-2) single-family uses and One and Two Family Residential (R-3) single-family and incidental uses with continuity of building materials and uniformity in signage, lighting, and landscaping.

The Development will consist of approximately 21.5 acres of Suburban Residential (R-2) single-family lots, approximately 40.4 acres of One and Two Family Residential (R-3) single-family detached dwellings, approximately 30.8 acres of parkland and open space, and approximately 6.3 acres of major right-of-way for transportation improvements, which will include realigning Cole Springs Road within the center portion of the Property to align with the existing 60-foot right-of-way for Cole Springs Road within The Colony development and a neighborhood collector road from Cole Springs Road to the northern boundary of the Property.

2. BACKGROUND/HISTORY

This project, referred to as "The Reserve" is the project formally known as "The Colony Reserve" and is proposed to be constructed along Cole Springs Road directly adjacent to the development known as "The Colony".

Both the City Council and Planning and Zoning Commission have had multiple workshops regarding this project over the course of the last year. The intent of this request is to construct single family homes along Cole Springs Road, with some minor adjustments to some dimensional standards within the R-2 and R-3 zoning districts.

This project will also include the realignment and reconstruction of Cole Springs Road, constructing a more adequate street facility, as well as provide parkland and open space.

3. ANALYSIS

The Developer proposes two base zoning districts, "Suburban Residential" (R2) and "One & Two Family Residential" (R3). The only proposed uses allowed within the development will be detached single family homes.

The Developer is proposing to modify the side setbacks and impervious cover in the following manner:

R-2**R-3**

Minimum Front Yard Setback (ft)	20	20
Minimum Side Yard Setback (Interior/Corner) (ft)	<u>7.5/10</u> (UDC is 10/15)	<u>7.5/10</u> (UDC is 7.5/10)
Minimum Rear Yard Setback (ft)	25	20
Minimum Lot Area (sqft) or Maximum Dwelling Units per Acre	9,000	6,000 8 DU/ac
Minimum Lot Frontage	50	35
Minimum Lot Width (Interior/Corner) (ft)	70/75	55/60
Minimum Lot Depth (ft)	100	100
Maximum Height (ft)	35	30
Maximum Building Coverage (%)	40*	50
Maximum Impervious Cover (%)	50*	60

*10% of the R2 zoned lots will be permitted to have maximum building coverage of 50% and maximum impervious cover of 60%.

The Developer will construct parkland in accordance with the UDC, providing a 15 space parking lot, playground equipment, trail loop, and shade pavilion.

4. FINANCIAL IMPACT

Development will provide typical review fees for public improvements, platting, and building permits. Additionally the Development will provide for new water and wastewater utility customers.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Balance commercial and residential growth

7. PROS AND CONS

Pros:

- Will construct significant planned transportation and utility infrastructure that will provide connectivity and utilities to 1626.
- Mix of single family residential products, between 55' and 75' lots.
- Approximately 30 acres of parkland and open space.

Cons:

- Development generates traffic

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff has reviewed the request and recommends approval as submitted.

Attachments:

[Reserve Design Statement Exhibit A.pdf](#)
[Reserve Concept Plan Exhibit B](#)
[Reserve Zoning Exhibit C](#)
[Reserve Parkland and Open Space Exhibit D](#)

ATTACHMENT A TO ZONING ORDINANCE
DESIGN STATEMENT FOR PLANNED DEVELOPMENT NO. [REDACTED]

A. PROPERTY

Planned Development No. [REDACTED] (the “Planned Development District”) is located east of FM 1626 and directly north of the existing Cole Springs Road, is situated to the west of The Colony development, encompasses approximately 98.96 acres (the “Property”) more particularly described in **Attachment A** to the Ordinance to which this Design Statement is attached (the “Zoning Ordinance”), and is proposed to be developed as The Reserve at Cole Springs development.

B. PURPOSE

The Planned Development District will include Suburban Residential (R-2) single-family uses and One and Two Family Residential (R-3) single-family and incidental uses with continuity of building materials and uniformity in signage, lighting, and landscaping. The Development will consist of approximately 21.5 acres of Suburban Residential (R-2) single-family lots, approximately 40.4 acres of One and Two Family Residential (R-3) single-family detached dwellings, approximately 30.8 acres of parkland and open space, and approximately 6.3 acres of major right-of-way for transportation improvements, which will include realigning Cole Springs Road within the center portion of the Property to align with the existing 60-foot right-of-way for Cole Springs Road within The Colony development and a neighborhood collector road from Cole Springs Road to the northern boundary of the Property. The Development is planned to be constructed in two phases as shown on the Concept Plan (defined below).

This Design Statement is a summary of the development and design standards for the Planned Development District and is intended to augment and/or modify the standards for development in the Buda Code of Ordinances, including the City of Buda Unified Development Code (the “UDC”; as defined as the Unified Development Code of the City of Buda as adopted on October 2, 2017, as amended by Ordinance Number 2019-24 adopted December 3, 2019, including any provisions thereof which have been or which may become in the future preempted or otherwise invalidated by state law) in order to implement the vision for the Property in a cohesive, quality development not otherwise anticipated by the underlying base zone district.

The Planned Development District will be developed in accordance with the UDC, as augmented and/or modified by: (i) the City of Buda Annexation, Development, and Municipal Utility District Consent Agreement for the Reserve at Cole Springs (the “Development Agreement”) between the City of Buda, Texas (the “City”) and Buda Cole Springs JV, LP; (ii) the land use densities, exceptions, roadway, alignments and widths, and all other matters set forth in the Concept Plan and; (iii) all other purposes, use regulations, and development restrictions set forth in this Design Statement.

C. APPLICABILITY AND BASE ZONING

All development within the Planned Development District shall conform with the base zoning districts of R-2 (Suburban Residential) and R-3 (One & Two Family Residential) except as otherwise set forth in this Design Statement. All development standards established in the most current version of the UDC at time of development shall be applicable, including any modifications or amendments adopted after the date of the Zoning Ordinance, except for those requirements specifically deviated by this Design Statement. In the case that this Design Statement does not address a specific item, the UDC shall apply. In the event of a conflict between this Design Statement and the UDC, including any amendments or ordinances adopted after the date of the Zoning Ordinance, the regulations in this Design Statement shall control.

D. CONCEPT PLAN

A Concept Plan for the Planned Development District (the “Concept Plan”) is attached as **Attachment A** to the Zoning Ordinance and attached as Exhibit H to the Development Agreement. The City hereby confirms: (i) its approval of the Concept Plan, and (ii) that the Concept Plan complies with the Our Buda, Our Future 2024 Comprehensive Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths, and other matters shown on the Concept Plan, and confirms that the Concept Plan has been approved by all required City departments, boards, and commissions. The Concept Plan may be amended from time to time in accordance with the Development Agreement and shall be deemed to constitute a development plan for the Property for purposes of Section 212 of the Texas Local Government Code.

E. LAND USES

In the Planned Development District, current existing uses shall be allowed until the Property is developed, at which time, only the following form base uses shall be allowed:

a. Suburban Residential (R-2) Permitted Uses

Land Use	Parking Requirement
Dwelling, Single Family (Detached)	2 spaces/dwelling

b. One and Two Family Residential (R-3) Permitted Uses

Land Use	Parking Requirement
Dwelling, Single Family (Detached)	2 spaces/dwelling

The following incidental uses are allowed: a parking lot, parks, playgrounds, trails, water quality features, and other public infrastructure and utility facilities.

F. DESIGN STANDARDS

1. Densities [see tables below]
2. Setbacks [see tables below]
3. Building Heights [see tables below]

	Suburban Residential (R-2)	One and Two Family Residential (R-3)
Minimum Front Yard Setback (ft)	20	20
Minimum Side Yard Setback (Interior/Corner) (ft)	7.5/10	7.5/10
Minimum Rear Yard Setback (ft)	25	20
Minimum Lot Area (sqft) or Maximum Dwelling Units per Acre	9,000	6,000 8 DU/ac
Minimum Lot Frontage	50	35
Minimum Lot Width (Interior/Corner) (ft)	70/75	55/60
Minimum Lot Depth (ft)	100	100
Maximum Height (ft)	35	30
Maximum Building Coverage (%)	40*	50
Maximum Impervious Cover (%)	50*	60

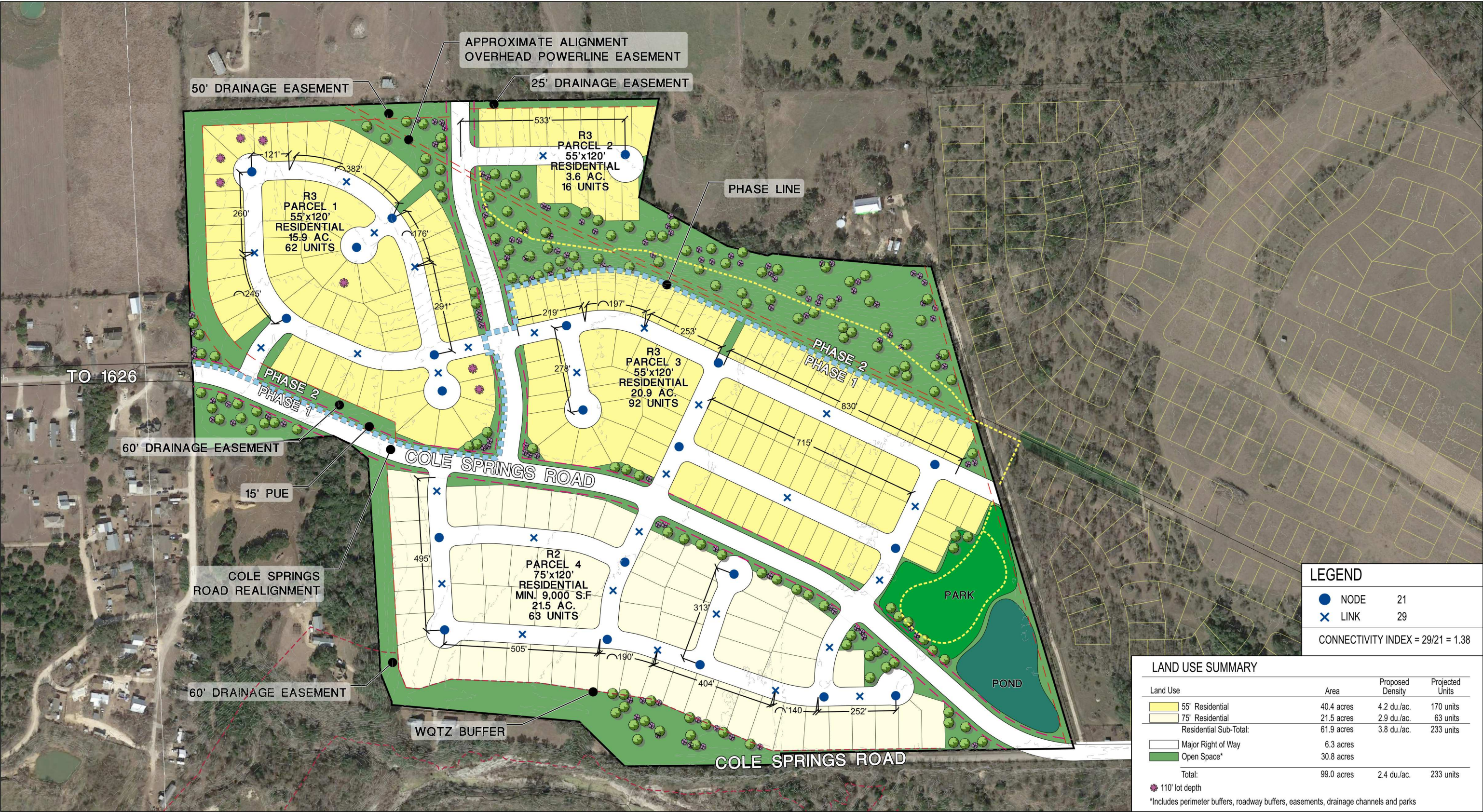
***10% of the R2 zoned lots will be permitted to have maximum building coverage of 50% and maximum impervious cover of 60%.**

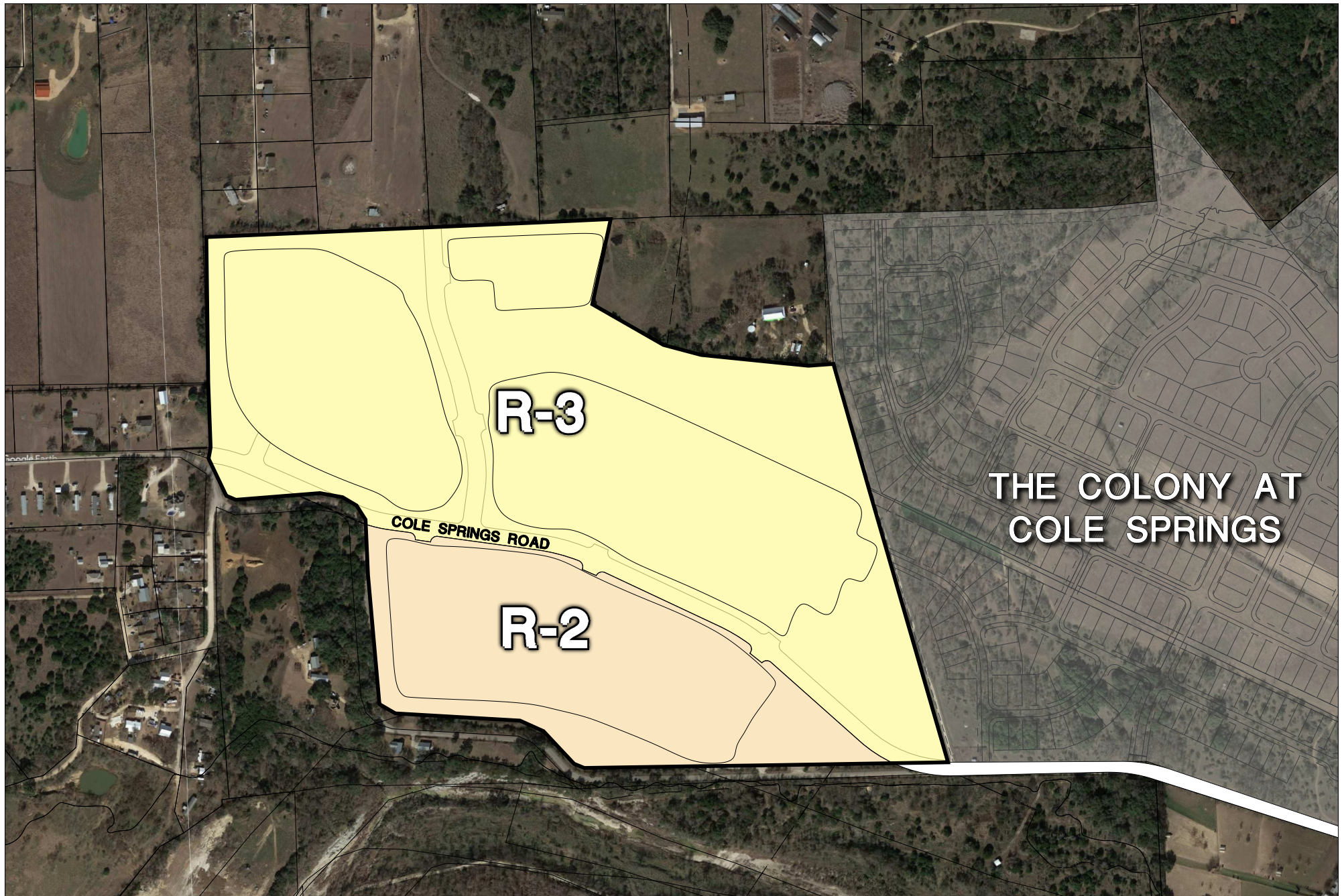
G. VEHICULAR ACCESS AND CIRCULATION

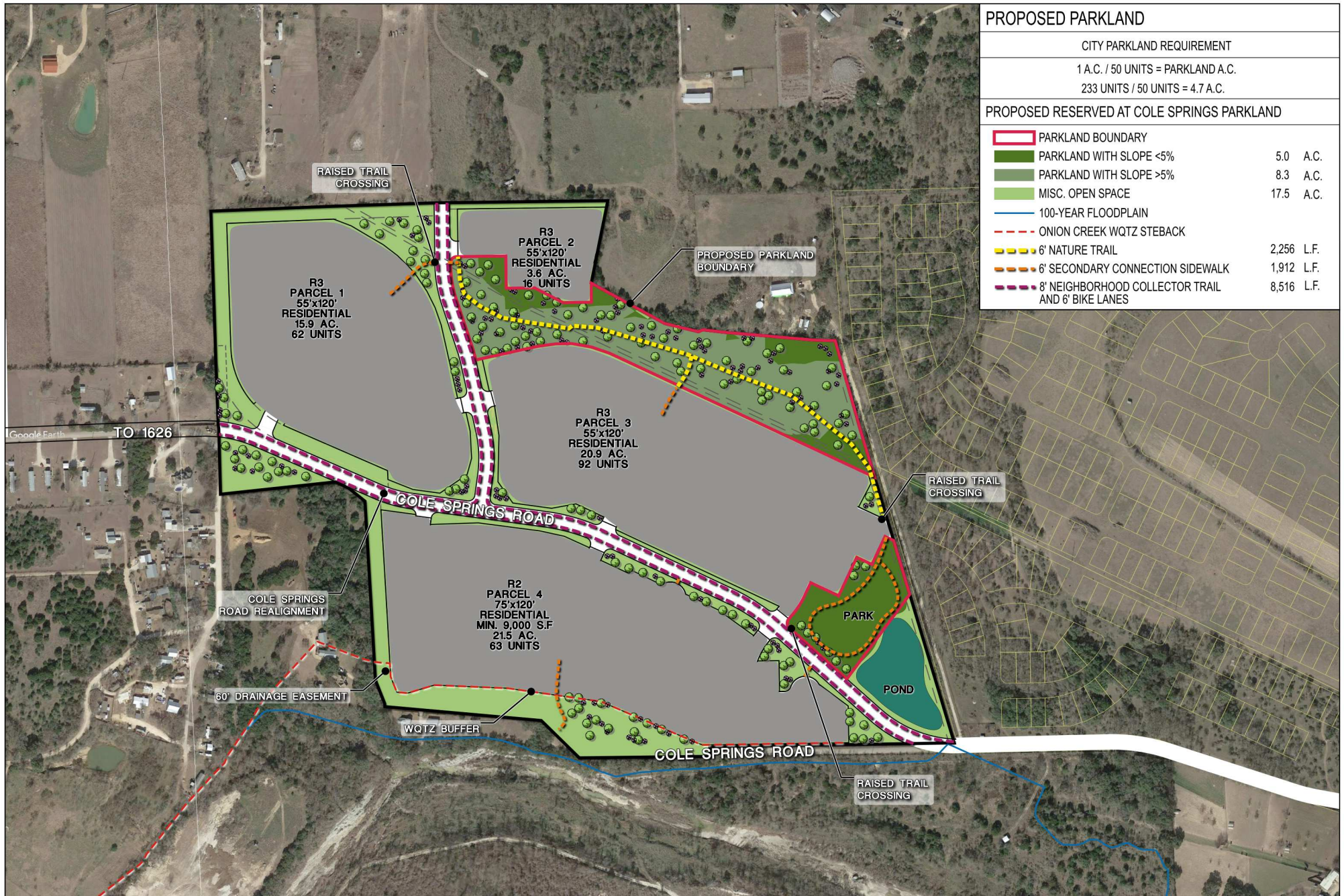
1. **Traffic Impact Analysis (TIA).** A Traffic Impact Analysis (TIA) report has been submitted, reviewed, and approved by the City, referenced as “*Ligouri and Lacker TIA*”. No additional analysis is required.

H. Parkland and Open Space.

At least 13.4 acres of land within the Property will be for use as parkland (“Parkland”). Such Parkland will be designed and constructed to provide connectivity of parks, as further delineated in the Parkland and Open Space Plan attached as **Attachment D** (the “Parkland and Open Space Plan”). A public park will be designed and completed within the Parkland that includes a parking lot with a minimum of 15 parking spaces, playground equipment, improved greenspace area for open play activities, a trail loop, picnic areas, and a shade pavilion. All trails will be constructed at the same time and in accordance with the development of lots as described by the Concept Plan. Trails shall be a minimum of 6 feet in width and may be constructed of concrete, decomposed granite, or double shredded mulch. A fence will be constructed along the northern boundary line of the Parkland in order to separate the Parkland from the adjacent land to the north of the Property. Such fence may be constructed of t-poles and wire or other similar materials that are agreed upon by Owner and the owner of the adjacent land to the north of the Property.









Agenda Item Report

Legislative Board:

Planning and Zoning
Commission

Date:

March 26, 2024

Contact:

Will Parrish

Agenda Item ID /

Number:

2024-244- / G.5

ITEM TITLE: Hold a Public Hearing and consider a request by Buda Venture Real Estate, LLC for a Development Agreement (DA) between the City of Buda and the subject property owners for a 44.66 acre tract of land out of the Phillip J. Allen Survey, A-1, Hays County, Texas, generally located west of the intersection of FM 1626 and Cole Springs Road (DA 22-02) (Assistant Development Services Director Will Parrish).

1. EXECUTIVE SUMMARY

This is the Public Hearing and action item regarding the Development Agreement (DA) for a project known as West Oak. There is an existing Development Agreement associated with this project that requires the property to annex into the City prior to development of the site. Additionally, a Planned Development (PD) zoning application has been submitted for this property.

The primary purpose of this DA is to ensure and reserve access to water and wastewater LUE's, bind the annexation of this property to the proposed PD, and provide a vehicle for a waiver to the impervious cover requirements of the Edwards Aquifer Recharge Zone compliant with the requirements of Section 4.05.04(O) and clarify water quality regulations for the development of this site. Additionally, this DA establishes a requirements on the phasing of the development.

The associated attachments to this agreement, if approved, will be part of the ordinance and serve as the development regulations for this site in tandem with the PD at this site. Any future plat and site plan submittals must conform to these plans for standards or be revised in accordance with the Development Agreement process and be considered for approval by P&Z and City Council.

2. BACKGROUND/HISTORY

This project is proposing to construct between 100,000 and 120,000 square feet of commercial space, as well as 600 residential units in multifamily apartments. Additionally, the applicant is proposing 6 acres of privately maintained, but publicly accessible open space, two public roads, including the extension of Cole Springs across 1626, and a north/south connection along the far west property line, and private streets that will have public access easements on them.

Notice for this meeting was sent to all property owners within 400 feet of this property on November 10, 2023, 13 property owners were notified within 400 feet of the subject property. Development Services Staff did receive a fact finding email from a nearby property, who was not opposed to the project overall but was opposed to the idea of an increase in impervious cover.

Additionally, the applicant held a public meeting on October 19, 2023 at the Garlic Creek Community Center. The applicant emailed 1,500 people using the HOA email lists for Garlic Creek, Whispering Hollow, and Cullen Creek. There were 20 attendees present at the meeting. Meeting notes are attached.

The Planning and Zoning Department held a Public Hearing at their November 28, 2023 meeting, and voted to table action in order to digest the request by a 4-0 vote.

Public Notice was sent out again on March 8, 2024 to all property owners within 400 feet of the property for the March 26, 2024 Planning and Zoning Commission Meeting.

3. ANALYSIS

Phasing

This DA establishes the following standards for any potential phasing of the development.

The Project will be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. However, notwithstanding the previous statement, the first phase of this development shall include, at a minimum, up to 320 residential units, the 6 AC park, and the extension of Cole Springs Road. The second phase shall include all commercial development south of the Cole Springs Road extension, specifically the 8,000 square foot entertainment/commercial area identified in Concept Plan. The third phase of the development shall contain 20,000 square feet of commercial space and the remaining residential units. The final Certificate of Occupancy for 30 residential units shall be withheld until a total of 75,000 square feet of commercial space, throughout all phases, has been constructed to a cold, dark shell condition.

Duration of Planned Development

This DA modifies Section 2.10.08(C)2(e) of the UDC by extending the expiration date of the PD from 2 years if no substantial progress is made to 5 years.

Water And Wastewater

This DA establishes that the City will serve water and wastewater utilities to the site, and the developer will have access to a minimum of 700 LUE's, support the residential and commercial development.

Additionally, the developer will be responsible for constructing the water and wastewater infrastructure to the site, in accordance with all City regulations.

Impervious Cover/Water Quality

The applicant has provided an environmental report on the site which has satisfied Staff that development of this site with more than 15% impervious cover shall not have a significant impact on the ability for the aquifer to recharge. The applicant is proposing a total impervious cover of 68%.

Additionally, the applicant has agreed to the higher than standard water quality controls that are required on other sensitive sites over the designated recharge zone in order to ensure that runoff leaving the property is as clean as possible.

Termination of Agreement

Unlike the previous version of the Development Agreement, the current version uses standard language requiring both parties to fulfill their obligations as discussed in the Agreement. The previous version had language related to incentives that had not been fully vetted by Staff and the Economic Development Board. Since this past November, the applicant, Staff, and the Economic Development Board have had a chance to work towards a more complete understanding of the incentive requests. The current incentive request has the support of Staff and the Economic Development Board.

Review Criteria

1. The agreement promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City

Staff has not identified critical issues with the potential uses in the PD district that would negatively affect the health, safety or general welfare of the City and the safe, orderly and healthful development of the City.

The additional roads and trails constructed as part of this development will increase connectivity in an orderly and healthful manner.

2. The proposed agreement is consistent with the Comprehensive Plan;

This property is within the 1626 Corridor Plan area and has preferred land uses of Corridor Commercial and Mixed-Use Community according to the Future Land Use Map. The Corridor Commercial land use abuts 1626 and has a stated intent of focusing on the development of businesses that serve the local and regional area, providing an opportunity for diverse retail, employment, and mixed use destinations along the corridor at value intense intersections.

The applicant is proposing to preserve all Heritage trees on site and provide 6 acres of publicly accessible open space and expand the existing pond. Additionally, the applicant is proposing new roads and trails consistent with the TMMP and our block length requirements, and proposed Trails Master Plan in order to provide for future transportation needs.

4. FINANCIAL IMPACT

The applicant is requesting credit for their impact fees to pay for the oversizing of water and wastewater utility infrastructure that they will need to extend along the length of Cole Springs Road.

As the lines will be sized to serve more than this development, they will provide access to City Utilities to additional future developments along 1626, providing more customers for City Utilities.

If approved, this development will pay typical development review fees for site plan, building, and

public infrastructure.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Balance residential and commercial growth

7. PROS AND CONS

Pros:

- Proposed Development will construct the utility infrastructure needed to open up the 1626 corridor to development.
- Minimum 100,000 square feet of commercial development added to 1626 Corridor.
- Two new roads, including the Cole Springs extension and the N/S collector along the west side of the property.
- Traffic Signal to be constructed at 1626 and Cole Springs.
- 6 acre park open to the public but privately maintained.

Cons:

- Will generate additional traffic on 1626.

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff has reviewed the Development Agreement and recommends Approval of the request as submitted

Attachments:

[West Oak Development Agreement](#)
[West Oak Concept Plan.pdf](#)

1480 S FM 1626
DEVELOPMENT AGREEMENT

By and between

City of Buda, Texas

and

Buda Venture Real Estate, LLC

1480 S FM 1626 DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This **1480 S FM 1626 Development Agreement** (this “Agreement”) is made and entered into by and among the **CITY OF BUDA, TEXAS**, a Texas Home Rule city, acting by and through its duly authorized Mayor (the “City”), and **BUDA VENTURE REAL ESTATE, LLC**, Texas limited liability company and their successors and assigns (the “Owner”). The City and Owner are sometimes each individually herein referred to as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner owns approximately 44.660 acres of land, more or less, located within the corporate limits of the City, and the City’s extra territorial jurisdiction (“ETJ”) in Hays County, Texas, and described on the attached Exhibit “A” (the “Property”).
- B. Owner plans to develop a master-planned mixed-use community (the “Project”), as generally depicted on the Concept Plan (defined herein) attached hereto as Exhibit “B”.
- C. Owner and the City intend that the Project be developed as a high-quality, master-planned community, including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City pursuant to development regulations contained in this Agreement.
- D. Owner and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City’s jurisdiction and regulatory authority with respect to the Project through this Agreement.
- E. It is intended that the City shall cooperate with Owner in good faith to enter into a reimbursement agreement provided under Chapter 380 of the Texas Local Government Code (the “Economic Incentives Agreement”).
- F. It is intended that the City shall cooperate with Owner in good faith to enter into the “Services Agreement” (as defined below).
- G. Owner and the City desire to have the portion of the Property in the ETJ annexed into the City pursuant to the terms hereof.
- H. This Agreement is intended to amend, restate, and replace in its entirety the Chapter 43 Texas Local Government Code Development Agreement by and between the City and the then-owner of the Property, entered into on March 18, 2016.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

ARTICLE I **RECITALS**

Section 1.01 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II **DEFINITIONS**

Section 2.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“Applicable Requirements” shall mean the applicable federal, state and local laws, rules and regulations.

“Association” shall mean a homeowners’ or property owners’ association over the Property created by the Owner.

“City” shall mean the **CITY OF BUDA**, Texas, a Texas Home-Rule city.

“City Administration” shall mean the person or entity engaged by the City to serve in the capacity of the City’s chief administrative officer, or their designee.

“City Code” shall mean the Ordinances of the City, together with all related administrative rules and technical criteria manuals in effect on the date hereof, as modified by the Development Waivers.

“City Council” shall mean the City Council of the City or any successor governing body.

“City Engineer” shall mean the engineer for the City.

“Concept Plan” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment); and if the U.S. Department of Commerce Index is discontinued, then Owner and City shall, in good faith, agree on a suitable substitute.

“Development Waivers” shall mean any deviation from City Code as set forth on Exhibit “E”, or otherwise modified by the PD Ordinance.

“Dwelling Unit” shall mean a residential unit other than a mobile home providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.

“Effective Date” and similar references shall mean the date defined in Section 14.01.

“**Engineer**” shall mean BGE, Inc., or its successor engineering firm duly engaged by the Owner.

“**Exhibits**” shall mean, collectively, all of the exhibits to this Agreement.

“**Final Plat**” shall mean a map of a subdivision, addition or development to be recorded in the applicable county plat records after approval by the City.

“**LUE**” shall mean Living Unit Equivalent as defined in the UDC.

“**Major Amendment**” shall have the same meaning as the term is used in Section 2.10.08(D) of the UDC.

“**Minor Amendment**” shall have the same meaning as the term is used in Section 2.10.08(D) of the UDC.

“**PD Ordinance**” shall mean that certain Planned Development Ordinance No. _____ covering the Property adopted on even date herewith.

“**Preliminary Plat**” shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

“**Project**” shall mean the development of the Property as a master-planned community, as depicted on the Concept Plan attached as Exhibit “B”.

“**Property**” shall mean the land described on Exhibit “A”.

“**UDC**” shall mean the City’s Unified Development Code adopted by Ordinance 2017-13, as amended by Ordinance 2022-16.

“**Services Agreement**” shall mean the written agreement regarding services, as required by Section 43.0672 of the Texas Local Government Code, in the form attached hereto as Exhibit “D”.

“**Water and Wastewater Facilities**” shall mean the extension of City water and wastewater facilities, to be constructed by or on behalf of Owner, to serve – among other property – the Project, as further described in the Exhibits.

ARTICLE III

JURISDICTIONAL AUTHORITY AND VESTING RIGHTS

Section 3.01 Annexation. Owner and the City agree to the annexation of the Property into the City’s corporate city limits as set forth in Article IX, Annexation. Concurrently with annexation, the Parties shall enter into the Services Agreement.

Section 3.02 Chapter 245 Permit. The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several year period. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. Owner shall be deemed vested (and

rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to these regulations as follows:

- (a) Uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code, then in effect;
- (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described herein or in the Services Agreement);
- (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons;
- (d) Regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;
- (e) Construction standards for public works located on public lands or easements.
- (f) Regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to (a), through (f) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

Section 3.03 Owner's Rights to Continue Development. In consideration of Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

ARTICLE IV

LAND USE

Section 4.01 Regulations. All development within the Property shall generally comply with (i) the Concept Plan attached hereto as Exhibit “B”, (ii) the City Code (as modified by Development Waivers and otherwise by this Agreement), and (iii) the other terms and conditions of this Agreement (including the Exhibits).

Section 4.02 Zoning. Upon annexation, it is intended that the Property as shown on Exhibit “B” will be zoned Planned Development in accordance with the City Code and with the zoning regulations for the Arterial Business (B-2) zoning classification and the Form District 4 (F4) zoning classification, as applicable, as contained in the City Code (except as modified by the Exhibits and the PD Ordinance).

ARTICLE V

CONCEPT PLAN, APPLICABLE DEVELOPMENT

REGULATIONS AND RELATED MATTERS

Section 5.01 Phased Development. Owner intends to develop the Project in phases. The City acknowledges and agrees that the portions of the Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management.

Section 5.02 Phasing/Updates. The Project will be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. However, notwithstanding the previous statement, the first phase of this development shall include, at a minimum, up to 320 residential units, the 6 AC park, and the extension of Cole Springs Road. The second phase shall include all commercial development south of the Cole Springs Road extension, specifically the 8,000 square foot entertainment/commercial area identified in Concept Plan. The third phase of the development shall contain 20,000 square feet of commercial space and the remaining residential units. The final Certificate of Occupancy for 30 residential units shall be withheld until a total of 75,000 square feet of commercial space, throughout all phases, has been constructed to a cold, dark shell condition.

Section 5.03 Concept Plan. The Concept Plan complies with the City’s goals and objectives in the City’s Comprehensive Plan and the City approves the land uses, densities, exceptions, utility and roadway alignments and sizes, and other matters shown on the Concept Plan. This Agreement, in accordance with the Concept Plan, allows for the construction of up to six hundred (600) Dwelling Units, as well as approximately 100,000 to 120,000 square feet of commercial space and amenities, including multiple signature pavilion buildings.

The Concept Plan shall be approved in accordance with the terms and conditions of this Agreement upon approval of the City Council and execution of this Agreement. Final Plats that comply in all material aspects with the Concept Plan, this Agreement, the Preliminary Plat, state law and federal law shall be approved by the City in accordance with applicable law when submitted for review and approval.

Section 5.04 Amendments. The Project comprises a significant land area and its development will occur in phases over a number of years. Owner may make Major Amendments or Minor

Amendments to the Concept Plan upon approval of the City. If the City Administration and Owner dispute the classification of an amendment as a Major Amendment or Minor Amendment, the issue shall be referred to the City Council for final determination. Amendments to the Concept Plan shall not be considered a waiver of Owner's vested rights as described in Section 3.02 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

Section 5.05 Duration. Approval of the PD Ordinance, when submitted to and approved by the City, will remain in effect for a period of five (5) years, as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

Section 5.06 Parks, Trails and Open Space Dedication. Parks, Trails, and Open Space requirements are specified in the PD Ordinance.

Section 5.07 Permitting. The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

Section 5.08 Approval of Tree Removal and Mitigation. Pursuant to Section 04.04.01(C) of the City Code, the removal of twenty-four (24) Signature Trees and one hundred and fourteen (114) Protected Trees simultaneously with the rest of the approvals shall be approved with the PD Ordinance as more particularly described on Exhibit "G" (to the PD Ordinance). The developer shall be able to decide on a tree-by-tree basis whether to plant trees on site, request City approval to plant trees off-site, or to pay the mitigation fee.

ARTICLE VI

WASTEWATER AND WATER FACILITIES

Section 6.01 Water and Wastewater.

- (a) At the time of execution of this Agreement, and subject to the construction of the Water and Wastewater Facilities, the City agrees that it will have sufficient water and wastewater capacity to serve the Project. Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City that sufficient water and wastewater capacity is available to serve the platted lots at the time of plat approval. Owner agrees to complete the design, permitting, construction and funding of the Water and Wastewater Facilities pursuant to the Services Agreement. All Water and Wastewater Facilities required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.
- (b) Owner will have rights to 600 LUE's for the Property however the Water and Wastewater Facilities may be oversized above this amount.

- (c) Pursuant to the terms of a separate development agreement between the City and the developer of the adjacent “Reserve at Cole Spring” project (the “**Reserve**”), the City has agreed to initiate acquisitions procedures, including condemnation, to acquire, in the City’s name and funded by the City, the additional right-of-way necessary to construct the “Western Cole Springs Road extension,” which comprises a sixty foot (60’) wide ROW from the western boundary of The Reserve to FM 1626.
- (d) The ROW acquisition must be completed by the City by April 1, 2027. If the ROW acquisition does not take place by this time, Owner will have the right to construct the water and wastewater utilities in the existing ROW of Cole Springs Road in accordance with the terms and conditions set forth below in this Section 6.01.
- (e) Owner will either design and construct, or enter into a separate agreement with the developer of the Reserve to design and construct (subject to reimbursement by Owner), water and wastewater utilities within Western Cole Springs Road extension. In either case, upon approval and acceptance of water and wastewater utilities, Owner will be eligible for reimbursement from the City for cost of facilities from sources in the following manner: 100% impact fees paid by Owner. The City further agrees that the following costs will be reimbursable: (1) oversized costs of water and wastewater utilities within Western Cole Springs Road extension + oversized bore at FM 1626 with underground extensions; and (2) oversized portion of utilities within the Project.
- (f) The agreement between Owner and the developer of the Reserve will further provide, among other things, that: (1) Owner will be responsible for the design and construction of water and wastewater utilities for the Western Cole Springs Road extension only; (2) the developer of the Reserve will be responsible for all other design and construction and will make those improvements during its initial phase of construction; (3) the developer of the Reserve will also be obligated to fund and manage the design, bidding and construction of Cole Springs Road and utilities from the eastern boundary with Colony to FM 1626; and (4) Owner will have the right to construct the utilities and be reimbursed by the developer of the Reserve if construction of the utilities does not begin by a date mutually agreeable to the developer of the Reserve and Owner, which date shall be no earlier than April 1, 2026.
- (g) Upon completion of construction of the Water and Wastewater Facilities, and the City’s acceptance of the Water and Wastewater Facilities, Owner will convey the Water and Wastewater Facilities to the City, on form(s) approved by the City and Owner and at no cost to the City, subject to the City’s obligation to provide water and wastewater service to the Project. Any such conveyance will not affect Owner’s right to reimbursement pursuant to this Agreement or the Services Agreement. The City agrees that its acceptance of such Water and Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Water and Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and Owner’s providing a two (2) year maintenance bond, the City agrees to operate and maintain such Water and Wastewater Facilities to provide

service to the Project in accordance with this Agreement and the Services Agreement.

- (h) By providing written notice to the City, Owner may increase the total LUE's for the Project by up to an additional one hundred (100) LUE's for the purpose of supporting commercial development.

Section 6.02 Services Agreement. Upon completion of the Water and Wastewater Facilities, the City will provide utility service to all customers within each phase of the Project subject to the conditions stated in this Agreement, the Services Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

The Parties agree that the City will:

- (a) provide water utility service to customers within the Project in the amount of six hundred (600) LUEs (as such number may be increased per Section 6.01 (e)); and
- (b) provide wastewater utility service to customers within the Project in the amount of six hundred (600) LUEs (as such number may be increased per Section 6.01 (e)).

Section 6.03 Economic Incentives Agreement. The Parties expressly contemplate and agree that the Economic Incentives Agreement shall provide, among other things, for certain economic incentives to be provided from the City to Owner in connection with development of the Project, including incentives for: (i) a family oriented entertainment use; (ii) an amphitheater building, signature restaurant building and/or junior box uses; and (iii) upgrades to storm water management and water control related to meeting those requirements in the Edwards Aquifer.

ARTICLE VII

ENVIRONMENTAL REGULATIONS

Section 7.01 Impervious Cover. Notwithstanding anything to the contrary contained in Section 04.05.04(A)(2) of the City Code, and in consideration of the geologic assessment relating to the Property attached hereto as Exhibit "G," impervious cover shall be permitted up to sixty eight percent (68%) across the areas of the Property zoned as Form District 4 (F4) zoning classification and areas of the Property zoned as Arterial Business (B-2) zoning classification, as more particularly described in the Development Waivers. The foregoing shall constitute a waiver by the City of otherwise applicable impervious cover requirements in accordance with Section 04.05.04(O) of the City Code, so long as the Development complies with the terms and conditions more particularly described in Exhibit "C" attached hereto and made a part hereof.

Section 7.02 Water Quality Treatment/Regulations. Owner will be deemed to have complied with Section 4.05 of the UDC by complying with the terms and conditions more particularly described in Exhibit "C" attached hereto and made a part hereof.

ARTICLE VIII

TRANSPORTATION

Section 8.01 Roadways. The streets shall be designed in accordance with the City of Austin Transportation Criteria Manual for roadways and City Ordinances, as modified by the Development Waivers.

Section 8.02 Dedication of Roadways. Owner shall dedicate to the City those portions of Cole Springs Road and the North-South Multifamily Collector Street within the Project. For other roads, the Owner may choose to install private streets. All roadways, if and once dedicated and accepted, shall be maintained by the City. Completed roadways dedicated to the City within the Project will be covered by a two (2) year maintenance bond.

ARTICLE IX

ANNEXATION

Section 9.01 Annexation by City. Owner and the City hereby agree to the annexation of the portion of the Property located in the ETJ into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for and consent to Annexation.

Section 9.02 Zoning of Annexed Land. Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Property consistent with the land use regulations described in Article IV, subject to the Exhibits, the PD Ordinance and the terms and waivers of this Agreement.

ARTICLE X

AMENDMENTS TO THE AGREEMENT

Section 10.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property; provided, however, an owner of a portion of the Property and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that: (i) the Owner listed on the signature page of this Agreement must be Party to such amendment if such Owner then owns twenty-five percent (25%) or more of land area within the Property; and (ii) as long as the Owner listed on the signature page of this Agreement owns any portion of the Property, such Owner and the City may amend this Agreement without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.01 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligations of the City and the Owner, enforceable against City and Owner in accordance with its terms. Both City and Owner have the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 11.02 Performance. Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

Section 11.03 Organization and Good Standing. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

ARTICLE XII

DEFAULT AND REMEDIES FOR DEFAULT

Section 12.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 12.02 Default. It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Section 12.03 Default Unique to the City. In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by a state or federal law, rule, regulation or administrative directive outside of City's control, or due to an emergency constituting a threat to the public health or safety, provided that any such requirement, standard, or moratorium will continue with respect to the Project only during the duration of the emergency.

Section 12.04 Remedies Between the City and Owner. If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention

to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

Section 12.05 No Liability For Actions of Others. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

Section 12.06 INDEMNIFICATION AND HOLD HARMLESS. OWNER, AND OWNER'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF OWNER, INCLUDING THE NEGLIGENCE OF OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS. OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S GROSS NEGLIGENCE.

Section 12.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

Section 12.08 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.

Section 12.09 Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Effective Date. The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by both Parties.

Section 13.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is thirty-five (35) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (the “Term”).

Section 13.03 Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property. This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Hays County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

Notwithstanding any verbiage to the contrary, Owner may elect to have this Agreement deemed terminated, void ab initio and of no further force or effect in the event that the Economic Incentives Agreement is not executed between the City and Owner on or before the date that is one-hundred eighty (180) days after the Effective Date of this Agreement (subject to automatic extension for a period of sixty (60) days so long as the Parties are working diligently toward resolution). If the Agreement is terminated, the Property will revert to its prior state before the Agreement was negotiated.

Section 13.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit “F” shall be recorded in the real property records of Hays County, Texas.

Section 13.05 Assignment.

- (a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

For assignments to other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this

Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment.

Upon such assignment, as to the portion of the Property assigned, the assignee shall assume all of the obligations assigned, and Owner shall be deemed to be automatically released from such assigned obligations.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

- (b) The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

Section 13.06 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 13.07 Notice. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the Party to be notified, or (iv) by sending same by facsimile with receipt of confirmation. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owner:

Buda Venture Real Estate, LLC
Attn: Doruk Borekci
1420 Techny Road
Northbrook, Illinois 60062

With a copy to:

Kareem Hajjar, Attorney
Hajjar Peters, LLP
3144 Bee Caves Road
Austin, Texas 78746

City:

City of Buda, Texas
Attn: City Manager
405 E. Loop Street, Building 100
Buda, Texas 78610

With a copy to:

Alan Bojorquez, City Attorney
Bojorquez Law Firm, P.C.
11675 Jollyville Road, Suite 300
Austin, TX 78759
Telephone: 512-250-0411
Fax: 512-250-0749

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

Section 13.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

Section 13.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays and Sundays, but excluding legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 13.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil

commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, strikes, or work stoppages.

Section 13.11 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 13.12 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 13.13 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

Section 13.14 Applicable Law and Venue. **THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Hays County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 13.15 Further Assurances. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 13.16 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

Section 13.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 13.18 Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 13.19 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 13.20 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

Section 13.21 Effect of Agreement. This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the City Code, this Agreement shall control.

Section 13.22 Exhibits.

<u>Exhibit "A"</u>	Description of the Property
<u>Exhibit "B"</u>	Concept Plan
<u>Exhibit "C"</u>	Water Quality Treatment
<u>Exhibit "D"</u>	Services Agreement
<u>Exhibit "E"</u>	Development Waivers
<u>Exhibit "F"</u>	Memorandum of Agreement
<u>Exhibit "G"</u>	Geologic Assessment

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this ____ day of _____, 2024.

CITY:

CITY OF BUDA, Texas,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF HAYS

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024, by _____ as the _____ of the City of Buda, Texas, a municipal corporation, on behalf of said city.

(SEAL)

Notary Public, State of Texas

OWNER:

BUDA VENTURE REAL ESTATE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024,
by _____ as the _____ of Buda Venture Real Estate, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
Metes and Bounds Description of the Property

Description of a 45.623 acre tract of land

located in Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas, and being the remainder of a called 49.44 acre tract described in deed dated 11/21/1968 from Weldon Stimson and Beverly Stimson, husband and wife, to Jerry V. Kahlbau and La Nelle J. Kahlbau, husband and wife, recorded in Volume 227, Page 131 of the Deed Records of Hays County, Texas, less a called 3.755 acre tract described in Award of Commissioners, dated 8/15/1989, to the State of Texas, Plaintiff, recorded in Volume 795, Page 888 of the Real Property Records of Hays County, Texas. Said 45.623 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Weaver 4427" set within the right-of-way of F.M. 1626, in the North line of the said 49.44 acre tract, for the Southeast corner of a called 44.6470 acre tract described in deed dated 1/02/1991 from Louise Eeds to Walter S. Pearson and wife, Judith E. Pearson, recorded in Volume 857, Page 493 of the Official Public Records of Hays County, Texas, the Southeast corner of a called 0.308 acre tract described as Part 1 in deed dated 1/15/2015 from Walter S. Pearson and wife, Judith E. Pearson to Hays County, recorded in Volume 5116, Page 486 of the Official Public Records of Hays County, Texas, the Southwest corner of a called 0.321 acre tract described as Part 2 in deed dated 11/03/1988 from Dr. Louise Eeds to the State of Texas, recorded in Volume 758, Page 291 of the Real Property Records of Hays County, Texas, the Northeast corner of a called 0.960 acre tract described in Possession and Use Agreement for Transportation Purposes between the County of Hays and Jerry V. Kahlbau, recorded in Document No. 18018278 of the Official Public Records of Hays County, Texas, the Northwest corner of a called 3.755 acre tract described in Award of Commissioners dated 8/15/1989, to the State of Texas, Plaintiff, recorded in Volume 795, Page 888 of the Real Property Records of Hays County, Texas, and the Northeast corner of the herein described tract of land;

THENCE, South 01 degrees 50 minutes 18 seconds East, crossing through the right-of-way of F.M. 1626 and the said 49.44 acre tract, with the East line of the said 0.960 acre tract, the West line of the said 3.755 acre tract and the East line of the herein described tract, a distance of 1923.22 feet to a 1/2 inch iron rod with cap stamped "Weaver 4427" set within the right-of-way of F.M. 1626, in the South line of the said 49.44 acre tract, the North line of a called 300.0 acre tract described in deed dated 1/27/1964, from Boone Heep, Jr. and Camille Heep, husband and wife, to William C. King and Flora Robinson King, husband and wife, recorded in Volume 199, Page 172 of the Deed Records of Hays County, Texas, for the Southeast corner of the said 0.960 acre tract, the Southwest corner of the said 3.755 acre tract, the Northeast corner of a called 0.353 acre tract described as Part 2 in deed dated 6/09/2016 from Patricia R. Tyler, Individually and as Trustee of the Patricia R. Tyler Exempt King Ranch Trust u/w/o William C. King and Patricia R. Tyler as Trustee of the Patricia R. Tyler Nonexempt King Ranch Trust u/w/o William C. King to Hays County, recorded in Document No. 16019990 of the Official Public Records of Hays County, Texas, the Northwest corner of a called 1.039 acre tract described as Part 1 in deed dated 8/01/1988 from William C. and Flora Robinson King to the State of Texas, recorded in Volume 744, Page 162 of the Real Property Records of Hays County, Texas and the Southeast corner of the herein described tract of land;

THENCE, South 89 degrees 17 minutes 20 seconds West, with the South line of the said 49.44 acre tract, the North line of the said 300.0 acre tract and the South line of the said 0.960 acre tract, at a distance of 19.25 feet, pass a 1/2 inch iron rod with an aluminum cap stamped "Texas Department of Transportation ROW", found in the West right-of-way line of F.M. 1626, the South line of the said 49.44 acre tract, the North line of the said 300.0 acre tract and the South line of the herein described tract, for the Southwest corner of the said 0.960 acre tract and continue with the South line of the said 49.44 acre tract, the North line of the said 300.0 acre tract, a total distance of 1046.74 feet to a 10 inch fence corner post found in the North line of the said 300.0 acre tract, for the Southwest corner of the said 49.44 acre tract, the Southeast corner of a called 172.69 acre tract described in deed dated 11/15/1965 from Boone Heep, Jr. and Camille Heep, husband and wife, to William C. King and Flora Robinson King, husband and wife, recorded in Volume 208, Page 449 of the Deed Records of Hays County, Texas, and the Southwest corner of the herein described tract of land;

THENCE, North 01 degrees 41 minutes 48 seconds West, with the East line of the said 172.69 acre tract, the West line of the said 49.44 acre tract and the West line of the herein described tract, a distance of 1883.21 feet to an 8 inch fence corner post found in the East line of the said 172.69 acre tract, for the Southwest corner of the said 44.6470 acre tract, the Northwest corner of the said 49.44 acre tract and the Northwest corner of the herein described tract of land;

THENCE, North 87 degrees 05 minutes 37 seconds East, with the South line of the said 44.6470 acre tract, the North line of the said 49.44 acre tract and the North line of the herein described tract, at a distance of 1017.63 feet, pass a 1/2 inch iron rod with an aluminum cap stamped "Texas Department of Transportation ROW", found in the West right-of-way line of F.M. 1626, the South line of the said 44.6470 acre tract and the North line of the said 49.44 acre tract, for the Southwest corner of the said 0.308 acre tract and the Northwest corner of the said 0.960 acre tract, and continue a total distance of 1042.06 feet to the POINT OF BEGINNING, containing 45.623 acres of land

EXHIBIT A
DESCRIPTION OF THE PROPERTY

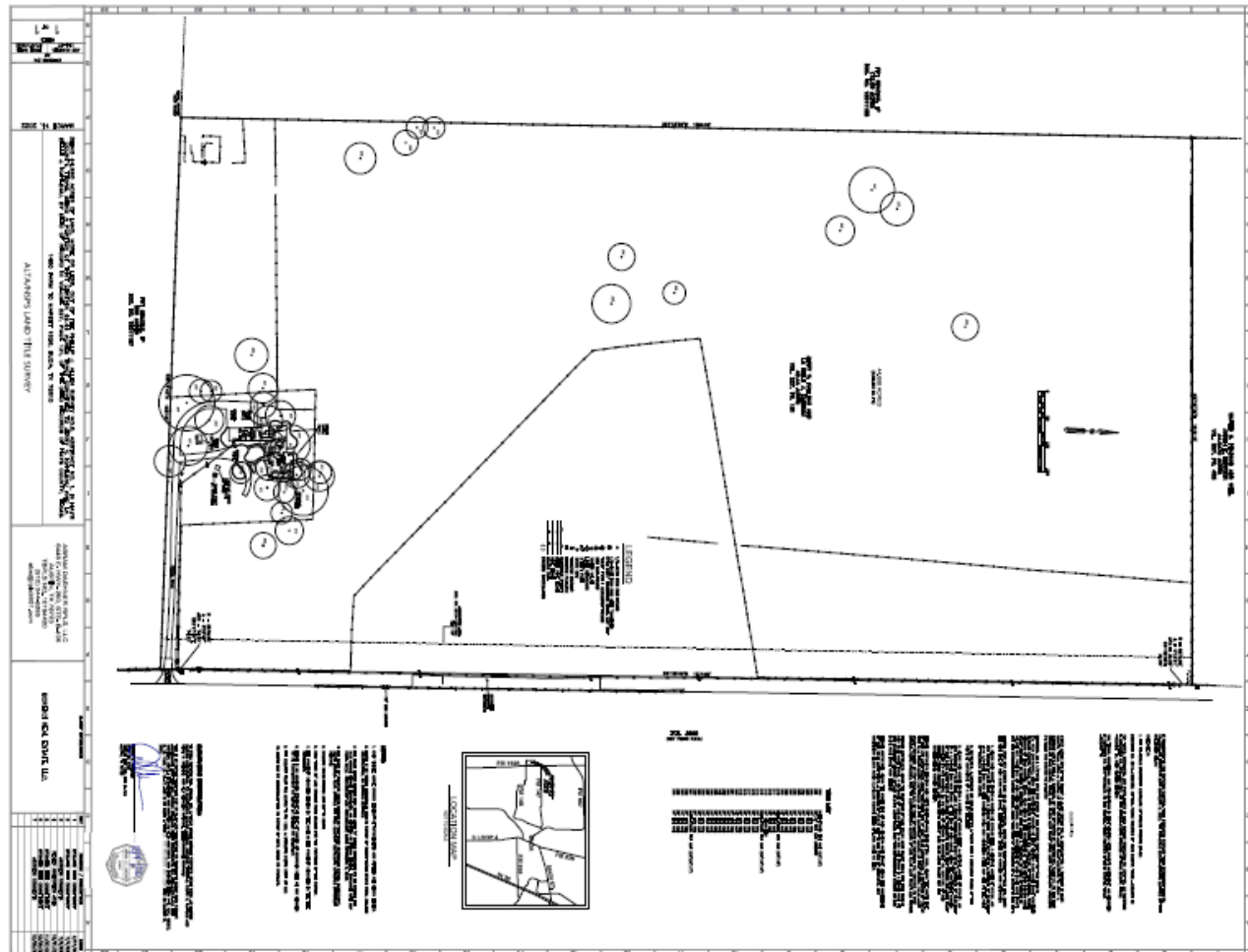


EXHIBIT “B”
CONCEPT PLAN

EXHIBIT “C”

WATER QUALITY TREATMENT

1. Runoff from the project shall be managed through water quality controls and on-site pollution prevention with the goal that no increases occur in the respective average annual loadings of total suspended solids, total phosphorus, total nitrogen, chemical oxygen demand, and oil and grease from the site.
2. The impervious cover parameters stated in 4.05.04.A.2 shall be superseded by an impervious cover waiver allowing 68% impervious cover.
3. Sidewalks and multi-use trails in a right-of-way or publicly accessible easement [such as open space or park area] are not calculated as impervious cover for purposes of water quality design, calculations, and compliance in compliance with the City of Austin Environmental Criteria Manual Section (COA ECM) 1.8.1.
4. Detention and water quality controls on-site are permitted to be privately owned and maintained.
5. The following sections of the UDC will not apply to the project: 04.05.04.B, C, and E.
6. For purposes of compliance with UDC 04.05.04.G, Critical Environmental Features will be defined as: bluffs, canyon rimrocks, caves, sinkholes, and springs.
7. Wet ponds and rain gardens designed in accordance with the Engineering Criteria Manual may be utilized as an allowable first stormwater control measure. Required pond liners will include a geomembrane material to ensure impermeability. Pond water losses, performance criteria and supplemental water requirements will be provided as required by COA ECM 1.6.6. Prior to build out, potable water must be used for makeup water, and an initial water meter must be set for makeup water. The meter set for the purpose of providing this water will be sized based on the performance criteria calculation and be subject to impact fees. Air conditioner condensate from commercial and multifamily buildings may be used a secondary source of make-up water.
8. Development must include at least four (4) low impact development elements in addition to the required elements from UDC Section 2.09.13 Table 22 throughout the site to minimize environmental impact and protect the Edwards Aquifer.

EXHIBIT “D”

SERVICES AGREEMENT - 1480 S FM 1626

This Services Agreement (this “**Services Agreement**”) is entered into by and between the **CITY OF BUDA, TEXAS**, a Home Rule city, acting by and through its duly authorized Mayor (the “**City**”), and **BUDA VENTURE REAL ESTATE, LLC**, Texas limited liability company and its successors and assigns (“**Landowner**”). The City and Landowner shall be referred to collectively as the “**Parties**.”

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Services Agreement.

WHEREAS, Landowner owns certain real property located in Hays County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this Services Agreement and for all purposes referred to herein as the “**Property**”; and

WHEREAS, Landowner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Section 43.0672 of the Texas Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area; and

WHEREAS, the City and Landowner desire to set out the City services to be provided for the Property and consider this Services Agreement to constitute a written agreement in conformance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, contemporaneously with execution of this Services Agreement, the City and Landowner have executed a development agreement concerning, among other things, the development of the Property (the “**Development Agreement**”).

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and Landowner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property.
2. **MUNICIPAL SERVICES AS OF EFFECTIVE DATE OF ANNEXATION.** Commencing on the Effective Date of the Annexation, the City will provide the municipal services set forth below to the Property.
 - a. **Police, Fire and Emergency Services.** The City will provide police, fire and emergency services in the manner same are provided to all other residents of the City.

- b. Land Use. The City will provide comprehensive planning, land development, land use, and building review and inspection services within the Property in accordance with all existing applicable laws, rules, and regulations in the same manner as provided within the City's corporate limits, except as may be otherwise provided in the Development Agreement executed contemporaneously with this Services Agreement.
 - c. Parks, Recreational and Community Facilities. Residents of the Property will be permitted to utilize public City parks, recreational and community facilities in the manner same are provided to all other residents of the City.
 - d. Solid Waste. The City will provide solid waste collection services in accordance with existing City ordinances and policies in the same manner as provided to all other residents of the City.
 - e. Permitting and Inspection. The City will provide permitting and inspection services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City, except as may be otherwise provided in the Development Agreement executed contemporaneously with this Services Agreement.
 - f. Code Compliance. The City will provide code compliance services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City.
 - g. Animal Control. The City will provide animal control services in accordance with existing City ordinances and policies in the manner same are provided to all other residents of the City.
3. SCHEDULED MUNICIPAL SERVICES. Due to the size and vacancy of the Property and the plans and schedule for the development of the Property, as further set forth in the Development Agreement, the following municipal services will be provided in accordance with the following schedule:
- a. Streets and Rights-of-Way. The City will maintain the public streets and rights-of-way and improvements therein upon final acceptance of same by the City as provided in the Development Agreement in accordance with existing City ordinances and policies and appropriations therefor.
 - b. Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by law and city ordinance; and

(B) Water service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the provision of water service and pursuant to the terms of the Development Agreement. All water facilities necessary to serve the Property, including internal water lines, off-site water lines, and additional water distribution infrastructure, shall be constructed pursuant to the terms and conditions of the Development Agreement. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies, except as otherwise provided in the Development Agreement. New water line extensions will be installed and extended upon request under the costs and terms set forth in the Development Agreement.

c. Wastewater service and maintenance of wastewater service as follows:

(A) Inspection of sewer lines as provided by law and city ordinance; and

(B) Wastewater service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the provision of wastewater service and pursuant to the terms of the Development Agreement. All wastewater facilities necessary to serve the Property, including internal wastewater lines, off-site wastewater lines, wastewater force main(s), and additional wastewater infrastructure, shall be constructed pursuant to the terms and conditions of the Development Agreement. The wastewater system will be accepted and maintained by the City in accordance with its usual policies, except as otherwise provided in the Development Agreement. Requests for new wastewater line extensions will be installed and extended upon request under the costs and terms set forth in the Development Agreement.

4. **LANDOWNER'S STIPULATIONS.** Landowner agrees and stipulates that, as the sole owner of the Property, it has submitted a petition for the voluntary annexation of the Property into the boundaries of the City, and that the annexation of the Property is voluntary.
5. **EXCLUDED SERVICES.** It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, the City agrees to provide all services to the Property that the City uniformly provides to all other property within the City limits.
6. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

7. **AUTHORITY.** The City and Landowner each represent that they have full power, authority and legal right to execute this Services Agreement.
8. **SEVERABILITY.** If any part, term, or provision of this Services Agreement is held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the legality, validity and enforceability of the remainder of the Services Agreement and the Services Agreement will be construed as if the part, term, or provision was never part of the Agreement.
9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
10. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts Hays County, Texas. This Agreement shall be construed under the law of the State of Texas.
11. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
12. **GOVERNMENTAL IMMUNITY; DEFENSES.** Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Landowner.
13. **BENEFIT.** This Agreement shall be for the sole and exclusive benefit of the Parties and their proper successors and assigns, as contemplated in the Development Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
15. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
16. **NOTICE.** Any notice given under this Services Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY: City of Buda
405 E. Loop St.
Building 100
Buda, Texas 78610
Attn: City Manager

With Required Copy to:

Alan Bojorquez, City Attorney
Bojorquez Law Firm, P.C.
11675 Jollyville Road, Suite 300
Austin, TX 78759
Telephone: 512-250-0411
Fax: 512-250-0749

LANDOWNER: Buda Venture Real
Estate, LLC
Attn: Doruk Borekci
1420 Techny Road
Northbrook, IL 60062

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Party. Any Party may, by giving at least five (5) calendar days' written notice to the City, designate additional persons or entities to receive copies of notices under this Services Agreement.

17. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Landowner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Services Agreement. This Services Agreement will be recorded in the Official Public Records of Hays County.

18. CONFLICT WITH DEVELOPMENT AGREEMENT. All rights and obligations related to the Property are subject to the Development Agreement, a memorandum of which will be recorded in the Official Public Records of Hays County contemporaneously with the recordation of this Services Agreement. To the extent this Services Agreement conflicts with any terms of the Development Agreement, the Development Agreement shall control.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties, except as otherwise provided herein. This Agreement shall not be amended unless executed in writing by both parties.

EXECUTED by the Parties hereto to be to be effective on the effective date of annexation of the Property.

CITY:

CITY OF BUDA, Texas,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF HAYS

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024, by _____ as the _____ of the City of Buda, Texas, a municipal corporation, on behalf of said city.

(SEAL)

Notary Public, State of Texas

LANDOWNER:

BUDA VENTURE REAL ESTATE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024,
by _____ as the _____ of Buda Venture Real Estate, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of _____

EXHIBIT “E”

DEVELOPMENT WAIVERS

<u>Code Section</u>	<u>Proposed PD Regulations</u>
2.10.11 Development in the Rural Heritage Overlay (O-R) District	<p>2.10.11 C Development will not be subject to the Buildings and Site Development requirements pertaining to roof materials, roof pitch, building orientation, internal landscaping, streetscape, and building materials. Building materials will be regulated by Exhibit D & H of the PD Ordinance. The property will be subject to the mounting height requirements for lighting in 2.10.11.C.3.c. The property will be required to have a 40' buffer that will satisfy (O-R) 2.10.11.C.3.d all other landscape buffer requirements along FM 1626 notwithstanding other requirements in the UDC. The project shall incorporate (1) Alternative instead of (4). Signage in 2.10.11.C.3 will be regulated by a master sign plan to be approved at a later date.</p> <p>2.10.11 D The use chart in 2.06.05 as amended by the PD Ordinance shall govern notwithstanding the exceptions in Table 28.</p>
2.06.05 Use Chart	Allow for all uses permitted in the B2 (Arterial Business) Zoning District without requiring a special use permit. Despite the last sentence, the following uses shall not be permitted: Animal Shelter or Pet Boarding (with Outside Yard/Kennels), Animal Veterinary Office or Grooming (with Outside Yard/Kennels), Automobile Service Garage (Minor), and Car Wash, Self Service. In F4, Allows for Multi-Family (Apartment) use to permitted without requiring a special use permit.
02.09.03.B.1. Off- Street Parking: Number of Spaces	The minimum number of spaces for Multi Family shall be as follows: 1 space per unit for Studio; 1.25 spaces per unit for 1 Bedroom; 1.5 spaces per unit for 2 Bedroom; 2 spaces per unit for 3 Bedroom
02.09.03.B.2.c.iii Off-Street Parking: Residential Parking Areas and Driveways	Along North-South Collector Street and western 250' of Cole Springs Road, parking for multiple family dwellings is not allowed between the front façade and a public street or public access easement unless it is screened by 3 ft masonry wall with 2 ft decorative metal fence.
02.09.03.E.3.b. Off- Street Parking: Circulation and Parking Requirements for all Nonresidential Developments	No more than fifty (50) percent of parking may be located between the front facade and a public street unless outlots are present, in a Rural Heritage Overlay (O-R), or unless screened by shrubs or hedges or landscaping installed in accordance with the PD Ordinance or the UDC.
02.09.05.B. Exterior Material Requirements for all Multi- Family Units	<ul style="list-style-type: none">- Residential Material Standards will be regulated by Exhibit H of the PD Ordinance.- The director of planning may approve substitution of materials based on high quality design.- No EIFS for exterior material, unless for de minimis trim or soffits.- 25% class 1 masonry; 25% class 2 masonry.

EXHIBIT “E”

DEVELOPMENT WAIVERS

<u>Code Section</u>	<u>Proposed PD Regulations</u>
02.09.05.C. Exterior Material Requirements for Nonresidential Zoning Districts and Uses	<ul style="list-style-type: none">- Nonresidential Material Standards will be regulated by Exhibit H of the PD Ordinance.- The director of planning may approve substitution of materials based on high quality design.- No EIFS for exterior material, unless for de minimis trim or soffits.- 25% class 1 masonry; 25% class 2 masonry.- The eastern façade facing FM 1626 shall be 50% class 1 masonry and 25% class 2 masonry.
2.09.01.B.1.a Perimeter Landscaping	Min. 5 ft: along the North-South Collector Road.
2.09.01.B.1.d Multiple Building Landscaping	If more than one Dwelling, Multi- Family (Apartment) building is placed upon a single lot, the following areas shall be landscaped: <ul style="list-style-type: none">i. A ten (10) foot strip along the front or rear of the buildings as measured from the foundation. Patios may be located in this area.ii. A five (5) foot strip along all other sides of the buildings as measured from the foundation. Patios may be located in this area.
2.09.09.A.2 Off street parking	Along the North-South Collector Road and the western 250’ of Cole Springs Road, off street parking is not allowed in the required front yard setback unless screened by a 3’ masonry wall topped by a 2’ ornamental metal fence.
2.09.08.D.1 - Garages, Driveways, and Parking	A minimum of twenty- five percent (25%) of parking shall be covered through the use of carports. No garage parking shall be required.
02.08.07.A.6 Green Space	Min. 25%. Sidewalks within green space shall not be deducted from green space.
02.08.07.B.1 Building Setbacks from Primary Street	Min. 10ft.
02.08.07.H.D.3 Build to Zone	70%. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20% on Cole Springs Road and 100% on North South Collector Street.
02.08.07.I.D.3 Build to Zone	70%. Applies only to West Oak Avenue and Cole Springs Road. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20%.
02.08.07.C.1 Parking Setbacks	10ft from Primary Street
2.08.07-H Multifamily Building Type	Exhibits D and H to the PD Ordinance shall govern.

EXHIBIT “E”

DEVELOPMENT WAIVERS

<u>Code Section</u>	<u>Proposed PD Regulations</u>
2.08.07.H.D.1 Building Height	60’ maximum.
2.7.2 Nonresidential Building Type	Exhibits D and H to the PD Ordinance shall govern.
2.08.07.B.1 Building Setbacks	Min. 0 ft from Primary Street
2.08.07.C.1 Parking Setback	Min. 10 ft from Primary Street
2.08.07 Frontage Types	Frontage Types may be satisfied by design elements as shown in Exhibit H to the PD Ordinance. The director of planning may approve substitutional material based on high quality design
2.09.01.iii and iv	iii. No Perimeter Landscaping is required along West Oak Ave.
2.08.05 Street Types	Exhibit F to the PD Ordinance shall guide street section.
4.02.08 C Monument Signs	Up to four (4) monument signs shall be allowed to be 18’ tall. The rest of the monument signs shall conform to the UDC.
04.02.08 F Hanging Signs, H Awning Signs, I Canopy Signs	Number of signs per business, max =1.
4.05.04 (B) Waterways, (C) Critical Water Quality Zones, (E) Water Quality Transition Zones, and (G) Critical Environmental Features	Exhibit C to the PD Ordinance shall govern.
4.04.01 (C) Tree Preservation.	Developer may select on a tree by tree basis whether to mitigate on site, pay a fee in lieu, or request City approval for off-site mitigation.
4.05.04 (A)2 Recharge Zone Impervious Cover Limitations and Pollution Prevention Requirements	68% impervious cover.
2.10.8 (D)1. Minor PD Amendment and Adjustment.	Director of Planning may approve changes up to 10% from the PD Ordinance requirements.
2.10.8(E) Reversion.	PD Ordinance to remain in force for 5 years.

EXHIBIT “F”

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
 §
HAYS COUNTY §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain 1480 S FM 1626 Development Agreement dated effective as of _____, 2024 (the “Agreement”), by and among the **City of Buda, Texas**, a Texas Home Rule city acting by and through its duly authorized Mayor (the “City”), and Buda Venture Real Estate, LLC, a Texas limited liability company (herein reference as the “Owner”). Owner is an owner of that certain real property located in Hays County, Texas, as described on **Exhibit A** (the “Property”). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Hays County, Texas and (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either Owner or the City.

[Signatures Continued on Next Page]

CITY:

CITY OF BUDA, Texas,
a municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF HAYS

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024,
by _____ as the _____ of the City of Buda, Texas, a municipal
corporation, on behalf of said city.

(SEAL)

Notary Public, State of Texas

OWNER:

BUDA VENTURE REAL ESTATE, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2024,
by _____ as the _____ of Buda Venture Real Estate, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of _____

EXHIBIT "G"

Geologic Assessment

Texas Commission on Environmental Quality

For Regulated Activities on The Edwards Aquifer Recharge/transition Zones and Relating to 30 TAC §213.5(b)(3), Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. My signature certifies that I am qualified as a geologist as defined by 30 TAC Chapter 213.

Print Name of Geologist: Russell Ford, P.G.

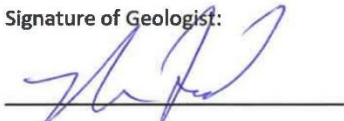
Telephone: 512 442-1122

Date: 5/26/20

Fax: 512-442-1181

Representing: Terracon Consultants, Inc.; TBPG 50058 (Name of Company and TBPG or TBPE registration number)

Signature of Geologist:



Regulated Entity Name: 45.623-Acre Tract, FM 1626 at Cole Springs Road, Buda, Hays County, Texas

Project Information

1. Date(s) Geologic Assessment was performed: 5/18/20

2. Type of Project:

- ☒ WPAP
☐ SCS

- ☐ AST
☐ UST

3. Location of Project:

- ☒ Recharge Zone
☐ Transition Zone
☐ Contributing Zone within the Transition Zone



1 of 3

TCEQ-0585 (Rev.02-11-15)

4. ☒ **Attachment A - Geologic Assessment Table.** Completed Geologic Assessment Table (Form TCEQ-0585-Table) is attached.
5. ☒ Soil cover on the project site is summarized in the table below and uses the SCS Hydrologic Soil Groups* (Urban Hydrology for Small Watersheds, Technical Release No. 55, Appendix A, Soil Conservation Service, 1986). If there is more than one soil type on the project site, show each soil type on the site Geologic Map or a separate soils map.

Table 1 - Soil Units, Infiltration Characteristics and Thickness

Soil Name	Group*	Thickness(feet)
KrC	D	0 to 6.5
AnB	D	0 to 5
CrD	D	0-2
RaD	B	0-5
RuD	C	0-5

** Soil Group Definitions (Abbreviated)*

- A. Soils having a high infiltration rate when thoroughly wetted.
- B. Soils having a moderate infiltration rate when thoroughly wetted.
- C. Soils having a slow infiltration rate when thoroughly wetted.
- D. Soils having a very slow infiltration rate when thoroughly wetted.

6. ☒ **Attachment B – Stratigraphic Column.** A stratigraphic column showing formations, members, and thicknesses is attached. The outcropping unit, if present, should be at the top of the stratigraphic column. Otherwise, the uppermost unit should be at the top of the stratigraphic column.
7. ☒ **Attachment C – Site Geology.** A narrative description of the site specific geology including any features identified in the Geologic Assessment Table, a discussion of the potential for fluid movement to the Edwards Aquifer, stratigraphy, structure(s), and karst characteristics is attached.
8. ☒ **Attachment D – Site Geologic Map(s).** The Site Geologic Map must be the same scale as the applicant's Site Plan. The minimum scale is 1" = 400'

Applicant's Site Plan Scale: 1" = _____'

Site Geologic Map Scale: 1" = 200'

Site Soils Map Scale (if more than 1 soil type): 1" = 200'
9. Method of collecting positional data:

☒ Global Positioning System (GPS) technology.

☐ Other method(s). Please describe method of data collection: _____
10. ☒ The project site and boundaries are clearly shown and labeled on the Site Geologic Map.
11. ☒ Surface geologic units are shown and labeled on the Site Geologic Map.

2 of 3

TCEQ-0585 (Rev.02-11-15)

12. ☒ Geologic or manmade features were discovered on the project site during the field investigation. They are shown and labeled on the Site Geologic Map and are described in the attached Geologic Assessment Table.
- ☐ Geologic or manmade features were not discovered on the project site during the field investigation.
13. ☐ The Recharge Zone boundary is shown and labeled, if appropriate.
14. All known wells (test holes, water, oil, unplugged, capped and/or abandoned, etc.): If applicable, the information must agree with Item No. 20 of the WPAP Application Section.
- ☒ There are 1 (#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply.)
- ☐ The wells are not in use and have been properly abandoned.
- ☐ The wells are not in use and will be properly abandoned.
- ☒ The wells are in use and comply with 16 TAC Chapter 76.
- ☐ There are no wells or test holes of any kind known to exist on the project site.

Administrative Information

15. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

ATTACHMENT A

GEOLOGIC ASSESSMENT TABLE										PROJECT NAME: 43.022-Ace Tract, FM 4029 at Cole Spring Road, Burd, Hays County, Texas									
LOCATION				FEATURE CHARACTERISTICS						EVALUATION						PHYSICAL SETTING			
1A	1B *	1C *	2A	2B	3	4	5	6A	7	8A	8B	9	10	11	12				
FEATURED	LATITUDE	LONGITUDE	FEATURE TYPE	FORMATION	CHIEF DESCRIPTION	THIRD (OPTIONAL)	DEPT (IN FT)	DEPTH (IN FT)	APPROXIMATE (IN FT)	APPROXIMATE (IN FT)	RELATIVE ELEVATION (FEET)	TOTAL	REMARKS	DATE	TOPOGRAPHY				
VW4-1	30.07943	-97.27604	MB	30	Ked						5	35	X		4.16	Hilltop			
* DATUM: NAD27																			

2A TYPE	TYPE	2B POINTS
C	Cave	30
SC	Solution cavity	20
SF	Solution-enlarged feature(s)	20
F	Fault	20
O	Other natural bedrock features	5
MB	Man-made feature in bedrock	30
SW	Swallow hole	30
SH	Shrubs	20
CD	Non-herbaceous depression	5
Z	Zone, clustered or aligned features	30

12 TOPOGRAPHY
Cliff, Hilltop, Hillside, Drainage, Floodplain, Streambed

I have read, I understand, and I have followed the Texas Natural Resource Conservation Commission's Instructions to Geologists. The information presented here complies with that document and is a true representation of the conditions observed in the field.

My signature certifies that I am qualified as a geologist as defined by 30 TAC 213

Date 5/26/20

TNRCC-0585-Table (Rev. 5-1-02)

Sheet 1 of 1



Attachment B
 Stratigraphic Column
 45.623-Acre Tract
 FM 1626 at Cole Springs Road
 Buda, Texas

HYDROGEOLOGIC SUBDIVISION	FORMATION	THICKNESS (feet)	LITHOLOGY
Upper Confining Unit	Buda	45	Limestone; fine grained, hard, massive
	Del Rio Clay	60	Blue green to yellow brown, calcareous, fossiliferous clay

Source: Small, Hanson, and Hauwert, 1996



**ATTACHMENT C
SITE-SPECIFIC GEOLOGY**

The 45.623-Acre tract consist of partially developed, ranchland located just west of the intersection of FM 1626 and Cole Springs Road, in Buda, Texas. Exhibit 1 is a site location map depicting the site in relationship to the surrounding area. The site consists of mostly undeveloped ranchland property with one residence. Vegetation consists of mostly native grasses with scattered hardwood vegetation. The area surrounding the site is predominately residential or undeveloped property.

The site is characterized as gently sloping to the east. Site elevation ranges from about 760 feet above mean sea level (msl) to about 750 feet msl. A stock pond is located in the east central portion of the site and drainage offsite is via the overflow from the pond toward the east.

The Geologic Site Map is provided as Exhibit 2. The site is located entirely within the Recharge Zone of the Edwards aquifer. The recharge zone boundary is located approximately ½ mile east of the site. The surficial geologic units present at the site have been identified as the Buda Formation and the Del Rio Clay. Both units comprise part of the upper confining unit of the Edwards aquifer.

The Buda Formation consists of a variably nodular, hard, massive limestone. The Buda is approximately 40 to 50 feet thick in the area. The Del Rio Formation underlies the Buda and is about 65 feet in the area and forms the confining unit for the Edwards aquifer. The formation consists of calcareous, fossiliferous clay that contains abundant pyrite and gypsum. Exposure of the various geologic deposits was generally obscured by the presence of a relatively thick soil cover and site vegetation.

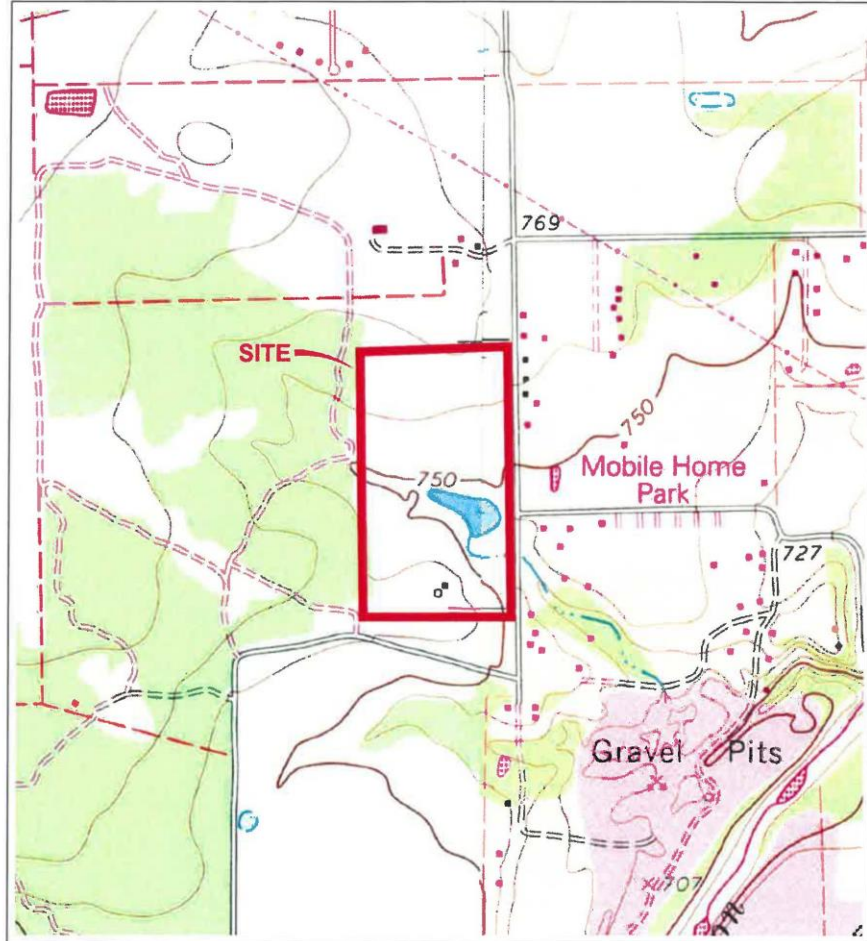
A review of aerial photographs did not reveal any lineations or faults and there was no surficial evidence of site faulting. However, a fault is mapped as crossing the far southeastern corner of the site as depicted on Exhibit 2. The fault, locally referred to as the Mustang Branch Fault, is associated with the Balcones Fault zone. The faults trend to the northeast and form the dominant structural trend in the area.

No geologic features, as defined in 30 TAC §213, were observed on the site. An existing private water well was observed onsite near the ranch house and its location is depicted as WW-1 on Exhibit 2. The well is located within a small shed and is equipped with a sanitary well seal and downhole pumping equipment which prevented access into the well. No other information regarding the well was available. Based upon the lack of any significant sensitive recharge features onsite, the potential for fluid flow through the site is considered low.

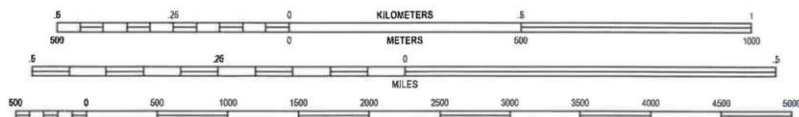


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UNITED STATES — DEPARTMENT OF THE INTERIOR — GEOLOGICAL SURVEY



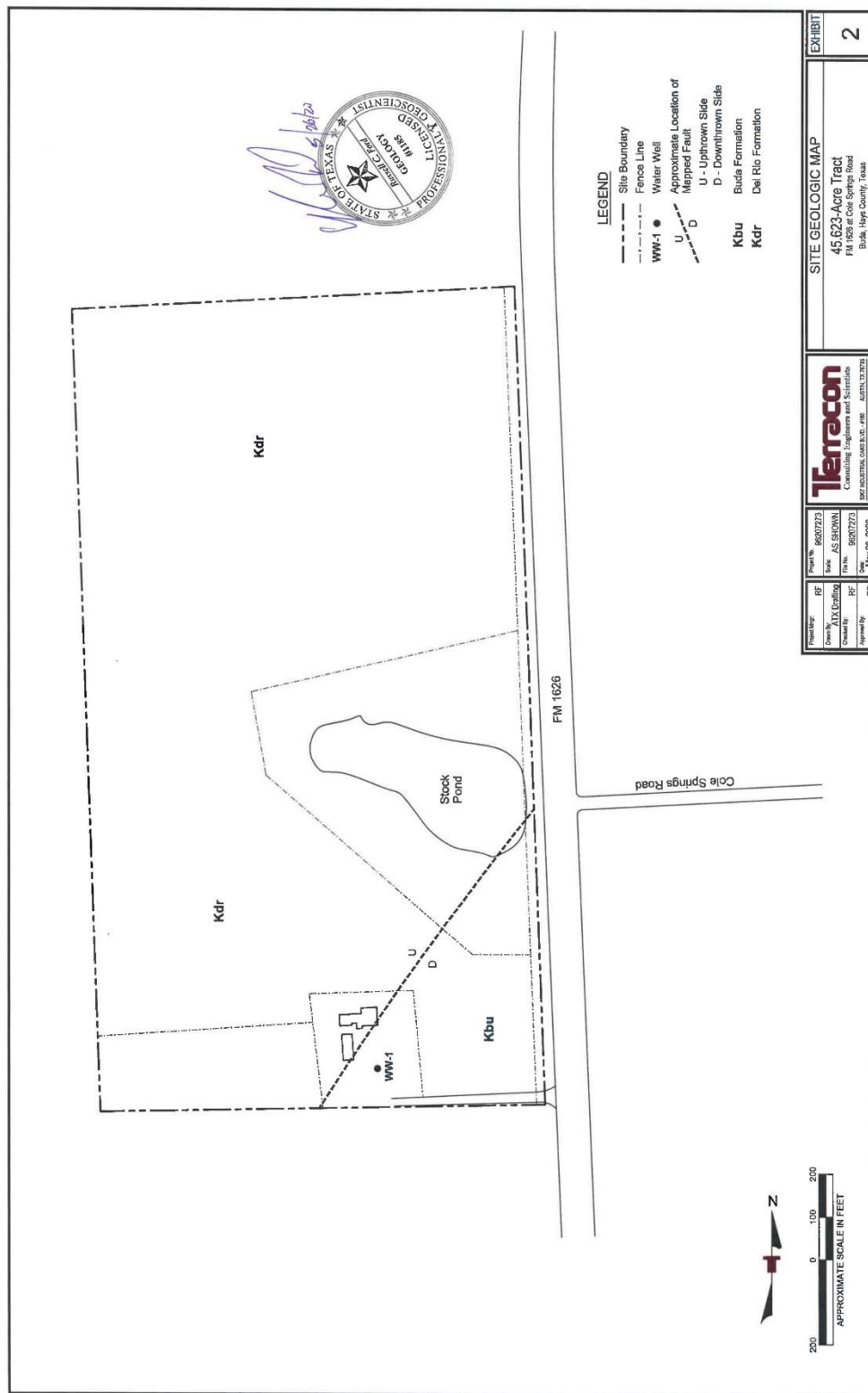
SCALE 1:12,000



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

Buda, Texas
30097-A7-TF-024
1968 (Photorevised 1994)
7.5 MINUTE SERIES (TOPOGRAPHIC)

Project Mgr:	RF	Project No:	96207273	 Terracon Consulting Engineers and Scientists 6307 INDUSTRIAL OAKS BLVD. - #180 AUSTIN, TX 78735 PH: (512) 442-1122 FAX: (512) 442-1181	TOPOGRAPHIC MAP	EXHIBIT
Drawn By:	ATX Drafting	Scale:	AS SHOWN		45.623-Acre Tract	1
Checked By:	RF	File No:	96207273		FM 1626 at Cole Springs Road	
Approved By:	RF	Date:	May 26, 2020		Buda, Hays County, Texas	



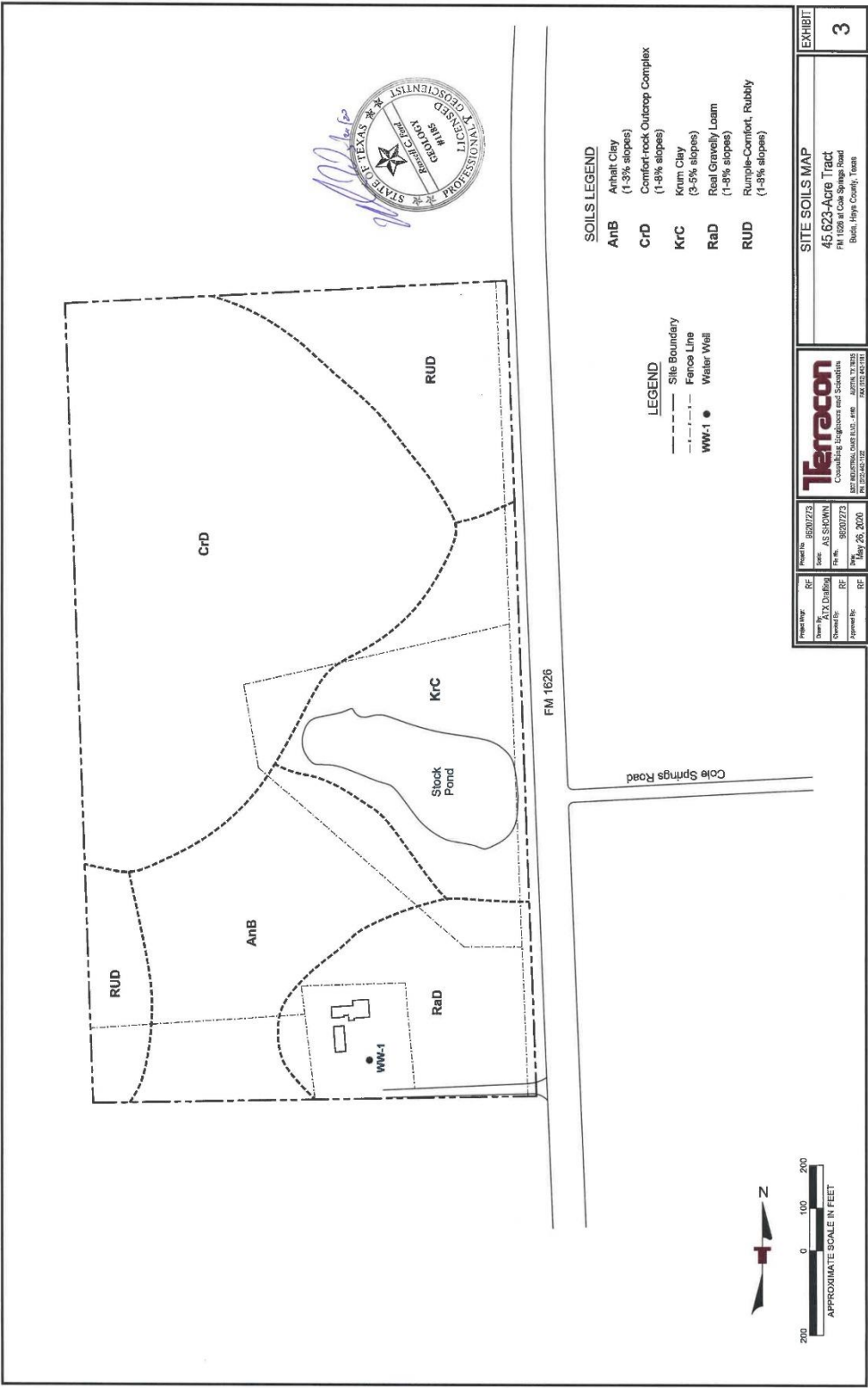


EXHIBIT C
CONCEPT PLAN

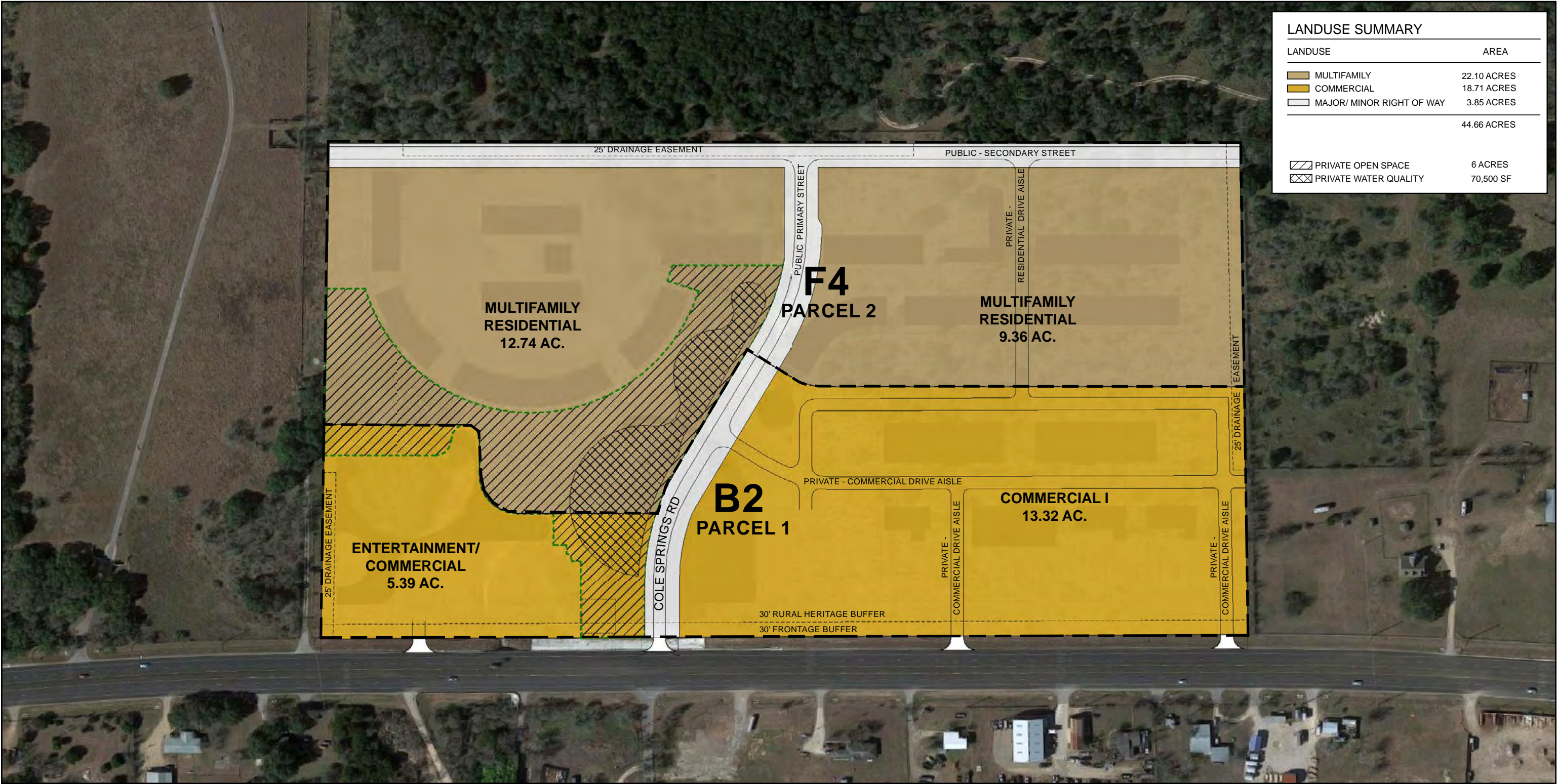


EXHIBIT C CONCEPT PLAN





Agenda Item Report

Legislative Board:

Planning and Zoning
Commission

Date:

March 26, 2024

Contact:

Will Parrish

Agenda Item ID /

Number:

2024-245- / G.6

ITEM TITLE: Hold a Public Hearing and consider a request by Buda Venture Real Estate, LLC for a Zoning Map Amendment from ETJ to PD for a 44.66 acre tract of land out of the Phillip J. Allen Survey, A-1, Hays County, Texas, generally located west of the intersection of FM 1626 and Cole Springs Road (Z 23-05) (Assistant Development Services Director Will Parrish).

1. EXECUTIVE SUMMARY

This is the Public Hearing and action item regarding the rezoning for a project known as West Oak. There is a Development Agreement associated with this project.

The applicant has requested this Planned Development (PD) zoning request is to modify the standards of the of the Arterial Business (B-2) and Form District 4 (F4) Zoning Districts, as well as the Rural Heritage Overlay (R-O) District. A small portion of this property is already within City Limits and is zoned B-2. The applicant is also proposing to increase the allowable impervious cover from 15% to 68% with the associated Development Agreement.

The proposed zoning Planned Development (PD) for the areas depicted in the attached exhibits. The underlying base zoning district is proposed to be B-2 on the east side of the property along Hwy 1626 and F4 along the west side of the property. The Rural Heritage Gateway Corridor is proposed to be heavily modified, particularly in regard to the architectural elements, for which the applicant has proposed new standards.

In accordance with the Unified Development Code (UDC) Section 2.05.04, the purpose of the Planned Development (PD) District is to provide land for uses and developments that promote development that is more sensitive to the natural environment, create a significantly enhanced natural setting or sense of place, or otherwise enhance the standard pattern of development in Buda. Development must provide a higher level of amenities to its users or residents than is usually required under the normal standards of this code. A PD may be used to permit new or innovative concepts in land use not permitted by other zoning districts in this Code or to permit development projects that existing districts cannot easily accommodate

The attachments submitted with this application, if approved, will be part of the ordinance and serve as the "Master Plan" for the PD at this site. Any future plat and site plan submittals must conform to these plans for standards or be revised in accordance with the rezoning process and be considered for approval by P&Z and City Council.

2. BACKGROUND/HISTORY

This project is proposing to construct between 100,000 and 115,000 square feet of commercial space, as well as 600 residential units in multifamily apartments. Additionally, the applicant is proposing 6 acres of privately maintained, but publicly accessible open space, two public roads, including the extension of Cole Springs across 1626, and a north/south connection along the far west property line, and private streets that will have public access easements on them.

Adjacent land uses include:

North	ETJ – Extraterritorial Jurisdiction (No zoning district) <ul style="list-style-type: none">• Rural
East	ETJ – Extraterritorial Jurisdiction (No zoning district) <ul style="list-style-type: none">• Variety of small businesses and some rural residential B-2 – Arterial Business <ul style="list-style-type: none">• Zoning district is very shallow, only incorporating the 1626 ROW.
South	ETJ – Extraterritorial Jurisdiction (No zoning district) <ul style="list-style-type: none">• Rural
West	ETJ – Extraterritorial Jurisdiction (No zoning district) <ul style="list-style-type: none">• Rural

3. ANALYSIS

Notice for this meeting was sent to all property owners within 400 feet of this property on November 10, 2023, 13 property owners were notified within 400 feet of the subject property. Development Services Staff did receive a fact finding email from a nearby property, who was not opposed to the project overall but was opposed to the idea of an increase in impervious cover.

Additionally, the applicant held a public meeting on October 19, 2023 at the Garlic Creek Community Center. The applicant emailed 1,500 people using the HOA email lists for Garlic Creek, Whispering Hollow, and Cullen Creek. There were 20 attendees present at the meeting. Meeting notes are attached.

The Planning and Zoning Department held a Public Hearing at their November 28, 2023 meeting, and voted to table action in order to digest the request by a 4-0 vote.

Public Notice was sent out again on March 8, 2024 to all property owners within 400 feet of the property for the March 28, 2024 Planning and Zoning Commission Meeting.

Plan Analysis

The last time the Planning and Zoning Commission saw this item was prior to the Council adoption of the new OurBuda Comprehensive Plan. As such, analysis included the previous Comprehensive Plan. As the new Comprehensive Plan has been adopted, Staff will focus analysis on the current plan.

1626 Corridor Study

The OurBuda Comprehensive Plan developed a Corridor Plan to take a more fine grained approach to long range planning along 1626. The 1626 Corridor Plan recommends the Corridor Commercial land use fronting the length of 1626, with a Mixed-Use Community land use just to the west of the commercial uses, tapering off to Residential Conservation Estates further west.

The Corridor Commercial land use states that the Rural Heritage Overlay landscaped setback is important, and should be between 40 and 60 feet in depth.

The Corridor Commercial land use abuts 1626 and has a stated intent of focusing on the development of businesses that serve the local and regional area, providing an opportunity for diverse retail, employment, and mixed use destinations along the corridor at value intense intersections.

The proposed B-2 zoning district is compatible with the Corridor Commercial land use, and F4 is a compatible zoning for the Mixed-Use Community Land Use. However, the Mixed-Use Community Land use envisions more integration of commercial and residential uses, where this proposal has the two distinctly separated.

Based on information from the comprehensive plan, approval of this zoning change would NOT constitute spot zoning, as it could be considered consistent with the Comprehensive Plan. Spot zoning is the application of zoning to a specific parcel or parcels of land within a larger zoned area when the rezoning is usually at odds with a city's master plan and current zoning restrictions and appears wholly out-of-place in comparison to surrounding zoning. The detail and Exhibits attached to the ordinance establishes and provides the base and use standards for development. The proposed development must show substantial compliance with the PD standards and exhibits adopted as part of this zoning ordinance.

The proposed PD exhibits are attached to the ordinance and all Site Plan requirements shall comply with the intent of the PD and "master plan". Anything not expressly waived or amended through the PD shall be developed according to the UDC.

For any development on this property, the Applicant will be required to comply with applicable development standards such as platting, site development plans, maximum impervious cover, water detention/quality, and site/building design, pursuant to the Unified Development Code and subsequent Planned Development (PD).

The Applicant, as well as Staff, have determined a project consistent with the property's characteristics is possible with the Planned Development (PD) district regulations. The proposed zoning change does not negatively affect planned infrastructure capacity or adequacy. The property will be served water and wastewater by the City of Buda. The applicant, as with any developer, is responsible for construction of their infrastructure improvements as well as any off-site improvements caused by the project.

ITEMS OF DISCUSSION

Rural Heritage Overlay Standards (2.10.11)

The applicant is asking for approval of four modifications to the Rural Heritage Overlay Standards in Section 2.10.11 of the Unified Development Code. These standards would apply to the property where it is proposed to be zoned B-2 along 1626, as Section 2.05.01(B) states that as property is annexed along 1626 south of Oyster Creek, the first 400 feet in depth shall have the Overlay applied.

The applicant is asking for modify most of the Rural Heritage Overlay, as much of it deals in architectural requirements. The applicant is proposing modified architectural requirements of there own.

The Applicant is requesting the following standards to the Rural Heritage Overlays through the PD:

- 2.10.11(C)1 – Buildings and Site Development
 - Applicant is requesting to modify the requirements that
 - Buildings have a minimum roof pitch of at least 4:12
 - Applicant is proposing generally flat roofs and more modern architectural designs provided in Exhibit H
 - Buildings must face the roadway,
 - Applicant is proposing that several buildings on the north side of the Cole Springs Road extension face an internal private street, to create a “main street”
 - Buildings be constructed of 100% Class A
 - Applicant is proposing 25% Class 1 Masonry and 25% Class 2 Masonry.
 - Applicant is proposing that 50% of the east facing facades along 1626 will be required to be Class 1 Masonry and 25% Class 2 Masonry. **(Update from November 2023 meeting)**
 - 2.10.11(C)2 – Parking
 - Applicant is requesting remove the standard requires additional landscaping within the parking area if a parking lot is located between the building and the street.
 - The applicant is proposing that because some of the buildings on the north side of the development will be facing the internal private street, that they should not be required to provide additional landscaping in parking lots between the buildings and
- 2.10.11(C)3 – Streetscape
 - Applicant is requesting to modify the following:
 - All lighted signs must use reverse channel lettering or fully shielded downward facing
 - Applicant is proposing to waive these standards and is requesting an administratively approved Sign Master Plan to be approved by the Development Services Director at a later date.
 - A meandering sidewalk of at least 6 feet in width must be provided.
 - Applicant is proposing a 10 foot shared use path that is consistent with the proposed Trails Master
 - Applicant is proposing to keep 40 landscaped buffer along 1626. However they are requesting that it count towards Open Space. The area requested to count towards open space is approximately 1.25 acres

Allowable Uses

The applicant is requesting additional uses that are either not currently allowed within the Rural Heritage Overlay, or require a Special Use Permit currently. These additional uses can be found in

the Design Statement in Exhibit A. It should be noted that the applicant is explicitly requesting up to three Drive-Thru restaurants by right, which currently require Special Use Permits.

Additionally, the Applicant has identified some uses that are currently allowed within the B-2 zoning district within the Rural Heritage Overlay that may not be appropriate at this location, and removed them from the allowable uses. **(Updated from November 2023 Meeting)**

In the F4 portion of the property, the applicant is requesting that Multifamily Apartment Building type be allowed by right.

Parking

Other than the proposed removal of additional landscape standards for parking lots along 1626 in the Rural Heritage Overlay, the applicant is requesting several modifications to parking standards for the multifamily portion of the project.

- 2.09.03(B).1(a) – Off Street parking
 - UDC requires the following parking ratio:

Studio	1 parking space
1 bedroom	2 parking spaces
2 bedroom	2 parking spaces
3+ bedroom	2 parking spaces + .5 per additional bedroom over 2
Guest Parking	1 per 10 units

- Applicant is proposing the following parking ratio:

Studio	1 parking space
1 bedroom	1.25 parking spaces
2 bedroom	1.5 parking spaces
3+ bedroom	2 parking spaces
Guest Parking	On Street parking along Cole Springs as available in the evenings.

- Based on applicants assumed unit ratio, Off-Street parking would be 343 spaces less than UDC would
 - Applicant has proposed that On-Street parking along Cole Springs can be used as public parking for both the park/open space and guests of residents.
- 2.09.08(D).1 – Garages, Driveways, and Parking
 - UDC requires 75% of parking spaces be covered, at least 2/3rds
 - Applicant is requesting to modify to a total of 25% covered with car ports
- 2.09.03(B)2(c)iii – Off Street Parking: Residential
 - UDC requires that parking cannot be located between the façade of a residential building and the
 - Applicant is requesting that in specific areas near the western property line, particularly along the n/s road, that parking be allowed between the buildings and the street as long as there is a low screening
 - The wall shall be composed of a 3 feet of masonry topped by 2 feet of a decorative metal

- 2.09.03(E)3(b). – Off- Street Parking: Nonresidential
 - UDC states that no more than 50% of parking spaces may be located between the front façade of a nonresidential structure and the street, unless outlots are
 - Applicant is requesting to remove this requirement as much of the commercial development will face towards the internal private
 - Additionally, the commercial on the south side of the Cole Springs extension backs up to the open
- 2.08.07(H)C1 – Parking Setbacks
 - UDC requires 20 foot parking setbacks from the front property line for Apartments in the F4
 - Applicant is requesting 10 foot parking setbacks.

Building Materials/Design

The applicant is proposing modified building materials from base code for all commercial and residential structures. These changes affect property both within the Rural Heritage Overlay (as discussed above) and outside of it. Proposed Building Elevations are provided in Exhibit H and these elevations will be considered minimum code requirements.

- 2.09.05(B). – Exterior Material Requirements for all Multi- Family Units
 - The UDC requires multifamily to have exterior cladding of a minimum of 75% Class 1 Masonry and the remainder of Class 2 Masonry
 - Applicant is requesting 25% Class 1 and 25% Class 2 Masonry
 - Applicant is asking that the Director of Development Services be able to approve a substitution for other high quality materials.
- 2.09.05(C) – Exterior Material Requirements for Nonresidential Zoning Districts and Uses
 - The UDC requires 100% Class 1 Masonry for residential facades
 - Applicant is requesting 25% Class 1 and 25% Class 2 Masonry
 - Applicant is asking that the Director of Development Services be able to approve a substitution for other high quality materials.
 - Applicant has added that a minimum of 50% of the east facing façade of commercial buildings along FM 1626 will be required to be Class 1 Masonry, and 25% Class 2 Masonry. **(Update from November 2023 meeting)**
- 2.09.11. – Nonresidential Design
 - The UDC has specific design criteria for building
 - The applicant has developed elevations for the majority of the commercial buildings, but is asking for the ability to request potential design variations from the Development Services Director of a minor nature in case they are needed to ensure compliance with overall Concept.
- 2.08.07(H)D1 - Apartment Building Height
 - The UDC states that the maximum building height for an Apartment building type in F4 is 45 feet.
 - Applicant is requesting a maximum Apartment building type to be 60 feet.

Perimeter Landscaping

Applicant is requesting some minor modifications to perimeter landscaping requirements.

- 2.09.01(B)1(d) – Multiple Building Landscaping
 - This section of the UDC conflicts with the F4 zoning district requirements by requiring a 10 foot landscaped buffer, while the buildings are required to be within 10 feet of the front property
 - Applicant is proposing to clarify code requirement by allowing patios within the Landscaped buffer and shrinking actual landscape buffers to 5 feet.
- 2.09.01 – Perimeter Landscaping
 - Applicant is proposing no perimeter landscaping along “West Oak Drive” the private street that runs through the center of the development n/s, as the buildings are proposed to be located directly along the
 - Street trees will be provided along this street.

Build-To-Zone

Applicant has proposed modification to the Build-to-Zone to clarify what can count towards the Build-to calculation.

- 2.08.07(H)D(3) - Build-to-Zone
 - UDC requires 70% of the of the Build-To-Zone to be activated with building frontage for Apartment buildings within the F4 zoning
 - Applicant is requesting that the 70% apply only to Primary Streets (Cole Springs and two Internal Private Streets)
 - Applicant is requesting that publicly accessible open space be counted toward the Build-To-Zone
 - Applicant has also requested that the screening wall referred to in the parking section above be able to count towards 20% of the Build-To requirement along Primary Streets, and 100% along the Secondary Street (n/s collector) on the west side of the development.
- 2.08.07(H)B1 – Building Setbacks
 - UDC has a minimum 10 foot setback for Apartment buildings in the F4 district.
 - Applicant is requesting a minimum 0 foot setback

Signage

Applicant has proposed general standards for some monument signs along 1626. Additional sign standards are proposed to be memorialized in a Common Signage Plan at a later date through the typical UDC process.

- 4.02.08(C) – Monument Signs
 - Monument signs are limited to 12 feet in height in the
 - Applicant is proposing up to four monument signs along 1626 with a maximum height of 18 feet.

Trees

The applicant is proposing to preserve all heritage trees on site. See Exhibit G.

- 4.04.01(C) Tree Preservation
 - UDC requires Signature Tree removal and fee-in-lieu of mitigation to be approved by

P&Z.

- Applicant is proposing removal of 24 Signature Trees to be approved with this PD, as well as the option to pay fee-in-lieu or plant on site.

Detention/Water Quality/Impervious Cover

The Applicant has submitted a Development Agreement simultaneous with this PD request. The Development Agreement covers Water Quality and Impervious Cover concerns and methods.

- 4.05.04(A)2 – Impervious Cover
 - UDC limits impervious Cover over the designated recharge zone to 15%.
 - Applicant has provided documentation that this property does not contain karst features, and is requesting a waiver to the impervious cover limit from 15% to 69% through the associated Development Agreement.

Parks/Open Space

Applicant is proposing to provide 6 acres of publicly accessible, but privately owned and maintained open space within this development. This meets the criteria for half of the required parkland dedication requirement of the UDC. Section 4.04.02(D)4(b) allows for a development to provide up to 50% of the parkland requirement through privately owned open space, if the remaining portion of the requirement is paid for in parkland fee-in-lieu. The Parks Board recommended approval of this plan at their 5/17/23 meeting.

In addition to the 6 acres required to meet the 50% dedication requirement, the applicant is requesting that up to 1.25 acres of the Rural Heritage Overlay landscaping buffer count as Open Space. This would not reduce their fee-in-lieu obligations, as the UDC limits private parkland to a maximum of 50% credit.

Transportation

The Transportation Mobility Master Plan (TMMP) identifies one road that bisects this property, Cole Springs Drive, which is a Collector level roadway. In addition to the TMMP, the UDC has minimum block length requirements to ensure adequate access minimize congestion at intersections.

Block Standards are based on land uses types and zoning districts, as certain land uses generate the need more connections. Multifamily land uses have the tightest block lengths, at a maximum of 600 feet.

This development is a mix of land uses, with multifamily in the rear and commercial along 1626. Additionally, there is a open space/park with a large body of water on the southern side that makes block length difficult to achieve. Where streets were not achievable due to obstacles like the water body, trails and paths have been proposed to meet the objectives.

The applicant has worked with Staff to establish the minimum number of streets, both private and public, to ensure adequate connectivity to future developments to the north, south, and west of this property. The n/s collector along the westernmost boundary will be critical in the future for reducing congestion on 1626, and ensuring the developability of adjacent lots.

TXDOT has reviewed the TIA for this project and has approved a light to be installed at Cole Spring Drive.

A 10 foot Shared Use Path has been proposed along the 1626 corridor, which is consistent with the TMMP, and the proposed Trails Master Plan. Additionally, 10 foot Shared Use Paths are proposed on Cole Springs Drive, and through the open space to connect Cole Springs at 1626 to the southwestern most corner of the lot.

Streets

Applicant has provided proposed street sections based on the Transportation Mobility Master Plan and Section 2.08.05 of the UDC. These cross sections can be found in Exhibit F

REVIEW CRITERIA

The following constitutes a preliminary evaluation of the proposed zoning change using the UDC's criteria:

1. The zoning change is consistent with the Comprehensive Plan;

This property is within the 1626 Corridor and is proposed to develop in a manner generally consistent with goals of the 1626 Corridor Plan and Future Land Use Map.

The applicant is proposing to preserve all Heritage trees on site and provide a 6 acres of publicly accessible open space and expand the existing pond. Additionally, the applicant is proposing new roads and trails consistent with the TMMP and our block length requirements, and proposed Trails Master Plan in order to provide for future transportation needs.

2. The zoning change promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City;

Staff has not identified critical issues with the potential uses in the PD district that would negatively affect the health, safety or general welfare of the City and the safe, orderly and healthful development of the City.

The additional roads and trails constructed as part of this development will increase connectivity in an orderly and healthful manner.

3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood;

This tract is surrounded on three sides by rural properties that are undeveloped. A portion of this property is already zoned B-2. The east side of the property is bounded by 1626, the length of which is zoned B-2. The Comprehensive Plan does state that these uses may be compatible with the Green Growth District.

4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map;

The property is suitable for the proposed amendment.

5. Infrastructure, including roadway adequacy, sewer, water and storm water facilities, is or is committed to be available that is generally suitable and adequate for the proposed use.

The applicant is proposing to develop roads identified on the TMMP over this property to as well as required by block length requirements.

City of Buda water and wastewater will be extended to this site by the applicant, and there is sufficient capacity for both services.

4. FINANCIAL IMPACT

The development will construct a considerable amount of future TMMP roadways, and extend utility service to 1626, providing new utility customers, both with this development and future developments that will have the ability to tie onto the utility service once extended.

The development will also pay typical review fees associated with site planning, building plans, and public infrastructure plans.

5. STRATEGIC PLAN/GOALS

BALANCED AND INTENTIONAL GROWTH

6. STRATEGIC PLAN OBJECTIVES

Balance residential and commercial growth

7. PROS AND CONS

Pros:

- Proposed Development will construct the utility infrastructure needed to open up the 1626 corridor to development.
- Minimum 100,000 square feet of commercial development added to 1626 Corridor.
- Two new roads, including the Cole Springs extension and the N/S collector along the west side of the property.
- Traffic Signal to be constructed at 1626 and Cole Springs.
- 6 acre park open to the public but privately maintained.

Cons:

- Will generate additional traffic on 1626.

8. ALTERNATIVES

9. REQUESTED ACTION / SUGGESTED MOTION / RECOMMENDATION

Staff has reviewed the request for compliance with the Comprehensive Plan and recommends the Planning and Zoning Commission consider this request for approval with the following clarifications:

1. Development Agreement allowing the increase in Impervious Cover requested is approved.

Attachments:

[West Oak Design Statement Exhibit A](#)

[West Oak Exhibits B - H](#)

[West Oak P&Z Presentation 3-21-2024 reduced file size.pdf](#)

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
DESIGN STATEMENT**

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Buda Code of Ordinances, as amended, hereinafter referred to as “the Code”.

2. PROPERTY

This Planned Development (PD) covers approximately 44.66 acres of land, located within the City of Buda ETJ, Texas, and more particularly described in **Exhibit “B”**. The property is divided into Parcel 1 and Parcel 2, more particularly described in **Exhibit “C”**.

3. PURPOSE

This PD serves to augment and/or modify the standards for development outlined in Buda’s Unified Development Code in order to implement the vision for the property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning districts. This Design Statement is a summary of the development and design standards for the Property.

4. APPLICABILITY OF CITY ORDINANCES

Zoning Ordinance

All aspects not specifically covered by this PD shall be regulated by the **F4 (Form District 4 Urban)** and the **B2 (Arterial Business)**, as amended. If there is a conflict between this PD and the Code, this PD shall control.

The following City Ordinances shall not apply to the Property or shall be modified in the case of a):

- a) Rural Heritage Overlay District (O-R) 2.10.11 C Development will not be subject to the Buildings and Site Development requirements pertaining to roof materials, roof pitch, building orientation, internal landscaping, streetscape, and building materials. The property will be subject to the mounting height requirements for lighting in 2.10.11.C.3.c. Building materials will be regulated by Exhibit D & H of the PD. The property will be required to have a 40’ buffer that will satisfy (O-R) 2.10.11.C.3.d and all other landscape buffer requirements along FM 1626 notwithstanding other requirements in the UDC. The project shall incorporate (1) Alternative instead of (4). Signage in 2.10.11.C.3 will be regulated by a master sign plan to be approved at a later date by the Director of Planning. 2.10.11 D The use chart in 2.06.05 as amended by the PD shall govern notwithstanding the exceptions in Table 28.
- b) **967/1626 Community Node:** Property is confirmed to not be in the 967/1626 Community Node. However, the Development will include at least four (4) low impact design element alternatives in addition to the required elements from the UDC Section 2.09.13 Table 22 throughout the site to minimize environmental impact and protect the Edwards Aquifer.
- c) **Residential Adjacency:** For the purpose of clarity, the residential adjacency shall not apply since there are no R1, R2, or R3 districts within 400’ of the property.

All other Ordinances within the Code, as applicable and as amended, shall apply to the Property, except as modified by this PD. In the event of a conflict, the terms of this PD shall control.

5. CONCEPT PLAN

Exhibit “C” shall serve as the Concept Plan for the project. The development will substantially conform to the Concept Plan and the exhibits in the PD otherwise the UDC will apply.

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
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6. COMPREHENSIVE PLAN

This development plan conforms with the Future Land Use Map of the Buda 2030 Comprehensive Plan identified as the Green Growth District.

7. PERMITTED USES

7.1 Parcel 1-B2

All uses permitted in the **B2 (Arterial Business)** zoning district as well as the following uses shall be permitted by right, without requiring a special use permit unless a special use permit is called for below:

- a) Amusement, Commercial (Indoors)
- b) Amusement, Commercial (Outdoors)
- c) Banquet Hall, Bar/Tavern (=75% sales from Alcohol) (shall require special use permit)
- d) Brewery, Micro
- e) Dance Hall, Night Club, or Live Music Venue, Indoors (shall require special use permit)
- f) Dance Hall, Night Club, or Live Music Venue, Outdoors (shall require special use permit)
- g) Distillery, Micro
- h) Farmer's Market
- i) Food Truck Park
- j) Hotel, Select Service
- k) Mobile Retail/Service
- l) Residential Sales Center (up to 5,000 square feet)
- m) Restaurant or Cafeteria, with Curb or Drive-Thru Service
- n) Retail Store, Big Box
- o) Stadium or Play Field (with lighting)
- p) Winery, Micro,
- q) Uses that serve alcohol:
 - i. For alcoholic beverage production, the property is currently not within an R-1, R-2, or R-3 district. The use will be permitted even if one of those districts is subsequently located within 400'.
 - ii. For alcohol related businesses, admission fees, cover charges and minimum purchases will be allowed.
 - iii. For bars with 75% sales from alcohol or on-premise consumption, there are no churches or schools within 300'. These uses will be allowed even if subsequently such uses are built within 300'. The only private school within 1000' is the Montessori School. No subsequently built private school will be allowed to protest the uses described in this section.
 - iv. Use that serve alcohol deemed approved even if church or school locates with the 300' or 1000' parameters referenced above.
 - v. The distances mentioned above are measured from the front door/public entrance of the alcohol serving establishment to the property line of the school or church.
- r) Drive-thrus: up to three (3) drive-thrus shall be a permitted use.

7.2 Parcel 1-B2 Prohibited Uses

Despite Section 7.1, the following uses shall not be permitted: Animal Shelter or Pet Boarding (with Outside Yard/Kennels), Animal Veterinary Office or Grooming (with Outside Yard/Kennels), Automobile Service Garage (Minor), and Car Wash, Self Service.

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
DESIGN STATEMENT**

7.3 Parcel 2-F4

All uses permitted in the **F4 (Form District 4 Urban)** zoning district as well as the following uses shall be permitted by right, without requiring a special use permit: Dwelling, Multi-Family (Apartment) – Building Type H as modified by **Exhibit “D” and Exhibit “H”**. Parking ratio for Multi-family (Apartment) and Single Family Attached shall be 1 space per Studio unit, 1.25 spaces per 1 Bedroom unit, 1.5 spaces per 2 Bedroom unit and 2 spaces per 3 Bedroom unit. Unit count will be limited to 600.

8. SITE DEVELOPMENT AND DESIGN REGULATIONS

Development regulations for uses in both Parcel 1-B-2 and Parcel 2-F4 shall follow regulations as modified in **Exhibit “D”**. **Exhibit “H”** includes elevation and materials guidelines that will apply to the project. Regulations not covered by Exhibits D & H will be governed by the UDC. Signage regulations not specifically indicated in Exhibit D & H will be governed by a master sign plan to be approved at a later date by the Director of Planning. Buildings that are not described by elevations in Exhibit H will be subject to the UDC or further review in subsequent permitting phases, although materials shall be 25% class 1 masonry and 25% class 2 masonry with no EIFS for exterior material, unless for de minimis trim or soffits. Any buildings with elements over the right of way will be designed with sufficient height to allow vehicular traffic and will be subject to a license agreement with the City of Buda. The project will incorporate 5,000 square feet of pervious paving.

9. PARKS, TRAILS, AND OPEN SPACE

The project shall comply with Section 4.04.02(D) as evidenced by the Buda Parks Board approval of the West Oak Open Space Plan. The project shall be generally in conformance with the Parks, Trails and Open Space Plan attached as **Exhibit “E”** and by doing so will qualify for the 50% fee in lieu credit for private, publicly accessible parkland facilities. 30’ of the Rural Heritage setback shall be considered parkland and open space. The parks, trails, and open space shall be maintained by the Owner and/or an Association. Multi-use paths finish Type 1 shall be a 10’ concrete path [unless an alternate material is approved by the Director of Planning]. Multi-use paths finish Type 2 shall be 8’ crushed stone. Pedestrian Path 1 shall be 6’ concrete, except on West Oak Avenue where sidewalks are 8’ concrete. Pedestrian paths may be crushed stone in the park. Pedestrian Path 2 shall be 8’ concrete.

10. TRANSPORTATION

10.1 Street Types

Streets may be designed in accordance with the City of Buda, Texas Design and Construction Standards for roadways, per the adopted TMMP, and Code Sections 2.08.05 or as modified in **Exhibit “F”** including the extension of Cole Springs Road. Block lengths materially consistent with the Concept Plan shall be deemed in compliance.

10.2 Right-of-Way

1.7 +/- acres of land for the new Cole Springs Road will be dedicated as a public road and 2.0 +/- acres of land for the new North / South Road will be dedicated as a public road.

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
DESIGN STATEMENT**

11. ENVIRONMENTAL

11.1 Detention/Water Quality

Compliance with Section 04.05 of the Code shall be covered in the Development Agreement.

11.2 Trees

Pursuant to Code Section 04.04.01(C), the removal of twenty-four Signature Trees and one hundred and fourteen Protected Trees simultaneously with the rest of the approvals shall be approved with this Planned Development as more particularly described on **Exhibit “G”**. The developer shall be able to decide on a tree-by-tree basis whether to plant trees on site, request City approval to plant trees off-site, or to pay the mitigation fee.

11.3 Impervious Cover

Notwithstanding anything to the contrary contained in Code Section 04.05.04(A)(2) of the Code, impervious cover shall be permitted up to sixty-eight percent (68%). This will be achieved with an impervious cover waiver in Section 7 of the Development Agreement.

12. CHANGES TO DEVELOPMENT PLAN

12.1 Minor Changes

Code Section 02.10.08(D)(1)(c) shall include that a minor change of the allocation of land to particular uses or the relationship of uses within the project are not substantially altered by more than 10 percent.

12.2 Expiration

The following will be addressed in the Development Agreement: UDC Chapter 2 Subsection 2.10.08(C)(2)(e) be amended as follows: If, after five (5) years from the date of approval of a Planned Development Master Plan, no substantial development progress has been made within the Planned Development (PD), then the Planned Development Master Plan shall expire unless otherwise agreed to by development agreement.

**EXHIBIT A
WEST OAK
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DESIGN STATEMENT**

13. MODIFICATIONS CHART

<u>Code Section</u>	<u>Proposed PD Regulations</u>
2.10.11 Development in the Rural Heritage Overlay (O-R) District	<p>2.10.11 C Development will not be subject to the Buildings and Site Development requirements pertaining to roof materials, roof pitch, building orientation, internal landscaping, streetscape, and building materials. Building materials will be regulated by Exhibit D & H of the PD. The property will be subject to the mounting height requirements for lighting in 2.10.11.C.3.c. The property will be required to have a 40' buffer that will satisfy (O-R) 2.10.11.C.3.d all other landscape buffer requirements along FM 1626 notwithstanding other requirements in the UDC. The project shall incorporate (1) Alternative instead of (4). Signage in 2.10.11.C.3 will be regulated by a master sign plan to be approved at a later date.</p> <p>2.10.11 D The use chart in 2.06.05 as amended by the PD shall govern notwithstanding the exceptions in Table 28.</p>
2.06.05 Use Chart	Allow for all uses permitted in the B2 (Arterial Business) Zoning District without requiring a special use permit. Despite the last sentence, the following uses shall not be permitted: Animal Shelter or Pet Boarding (with Outside Yard/Kennels), Animal Veterinary Office or Grooming (with Outside Yard/Kennels), Automobile Service Garage (Minor), and Car Wash, Self Service. In F4, Allows for Multi-Family (Apartment) use to permitted without requiring a special use permit.
02.09.03.B.1. Off- Street Parking: Number of Spaces	The minimum number of spaces for Multi Family shall be as follows: 1 space per unit for Studio; 1.25 spaces per unit for 1 Bedroom; 1.5 spaces per unit for 2 Bedroom; 2 spaces per unit for 3 Bedroom
02.09.03.B.2.c.iii Off- Street Parking: Residential Parking Areas and Driveways	Along North-South Collector Street and western 250' of Cole Springs Road, parking for multiple family dwellings is not allowed between the front façade and a public street or public access easement unless it is screened by 3 ft masonry wall with 2 ft decorative metal fence.
02.09.03.E.3.b. Off- Street Parking: Circulation and Parking Requirements for all Nonresidential Developments	No more than fifty (50) percent of parking may be located between the front facade and a public street unless outlots are present or unless screened by shrubs or hedges or O-R landscaping installed in accordance with the PD or the UDC.
02.09.05.B. Exterior Material Requirements for all Multi- Family Units	<ul style="list-style-type: none"> - Residential Material Standards will be regulated by Exhibit H. - The director of planning may approve substitution of materials based on high quality design. - No EIFS for exterior material, unless for de minimis trim or soffits. - 25% class 1 masonry; 25% class 2 masonry.

**EXHIBIT A
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<u>Code Section</u>	<u>Proposed PD Regulations</u>
02.09.05.C. Exterior Material Requirements for Nonresidential Zoning Districts and Uses	<ul style="list-style-type: none"> - Nonresidential Material Standards will be regulated by Exhibit H. - The director of planning may approve substitution of materials based on high quality design. - No EIFS for exterior material, unless for de minimis trim or soffits. - 25% class 1 masonry; 25% class 2 masonry. - The eastern façade facing FM 1626 shall be 50% class 1 masonry and 25% class 2 masonry.
02.09.11. Nonresidential Design	The director of planning may approve design variation based on high quality design.
2.09.01.B.1.a Perimeter Landscaping	Min. 5 ft: along the North-South Collector Road.
2.09.01.B.1.d Multiple Building Landscaping	<p>If more than one Dwelling, Multi- Family (Apartment) building is placed upon a single lot, the following areas shall be landscaped:</p> <ul style="list-style-type: none"> i. A ten (10) foot strip along the front or rear of the buildings as measured from the foundation. Patios may be located in this area. ii. A five (5) foot strip along all other sides of the buildings as measured from the foundation. Patios may be located in this area.
2.09.09.A.2 Off street parking	Along the North-South Collector Road and the western 250' of Cole Springs Road, off street parking is not allowed in the required front yard setback unless screened by a 3' masonry wall topped by a 2' ornamental metal fence.
2.09.08.D.1 - Garages, Driveways, and Parking	A minimum of twenty- five (25) percent of parking shall be covered through the use of carports. No garage parking shall be required.
02.08.07.A.6 Green Space	<p>Min. 25%.</p> <p>Sidewalks within green space shall not be deducted from green space.</p>
02.08.07.B.1 Building Setbacks from Primary Street	Min. 10ft.
02.08.07.H.D.3 Build to Zone	70%. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20% on Cole Springs Road and 100% on North South Collector Street.
02.08.07.I.D.3 Build to Zone	70%. Applies only to West Oak Avenue and Cole Springs Road. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20%.
02.08.07.C.1 Parking Setbacks	10ft from Primary Street
2.08.07-H Multifamily Building Type	Exhibits D and H shall govern.

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
DESIGN STATEMENT**

<u>Code Section</u>	<u>Proposed PD Regulations</u>
2.08.07.H.D.1 Building Height	60' maximum.
2.7.2 Nonresidential Building Type	Exhibits D and H shall govern.
2.08.07.B.1 Building Setbacks	Min. 0 ft from Primary Street
2.08.07.C.1 Parking Setback	Min. 10 ft from Primary Street
2.08.07 Frontage Types	Frontage Types may be satisfied by design elements as shown in Exhibit H. The director of planning may approve substitutional material based on high quality design
2.09.01.iii and iv	iii. No Perimeter Landscaping is required along West Oak Ave.
2.08.05 Street Types	Exhibit F shall guide street section.
4.02.08 C Monument Signs	Up to four (4) monument signs shall be allowed to be 18' tall. The rest of the monument signs shall conform to the UDC.
04.02.08 F Hanging Signs, H Awning Signs, I Canopy Signs	Number of signs per business, max =1.
4.05.04 (B) Waterways, (C) Critical Water Quality Zones, (E) Water Quality Transition Zones, and (G) Critical Environmental Features	Exhibit C of the Development Agreement shall govern
4.04.01 (C) Tree Preservation.	Developer may select on a tree by tree basis whether to mitigate on site, pay a fee in lieu, or request City approval for off-site mitigation.
4.05.04 (A)2 Recharge Zone Impervious Cover Limitations and Pollution Prevention Requirements	68% impervious cover.
2.10.8 (D)1. Minor PD Amendment and Adjustment.	Director of Planning may approve changes up to 10% from the PD requirements.
2.10.8(E) Reversion.	PD to remain in force for 5 years.

**EXHIBIT A
WEST OAK
PLANNED DEVELOPMENT
DESIGN STATEMENT**

LIST OF EXHIBITS

Exhibit A – PD Design Statement
Exhibit B – Survey and Legal Description
Exhibit C – Concept Plan
Exhibit D – Site Development and Design Regulations
Exhibit E – Parks, Trails, and Open Space
Exhibit F – Transportation - Streets and Right-of-Way
Exhibit G – Trees
Exhibit H – Elevations and Materials



WEST OAK DEVELOPMENT

Prepared for Buda Venture Real Estate LLC



EXHIBIT C
CONCEPT PLAN

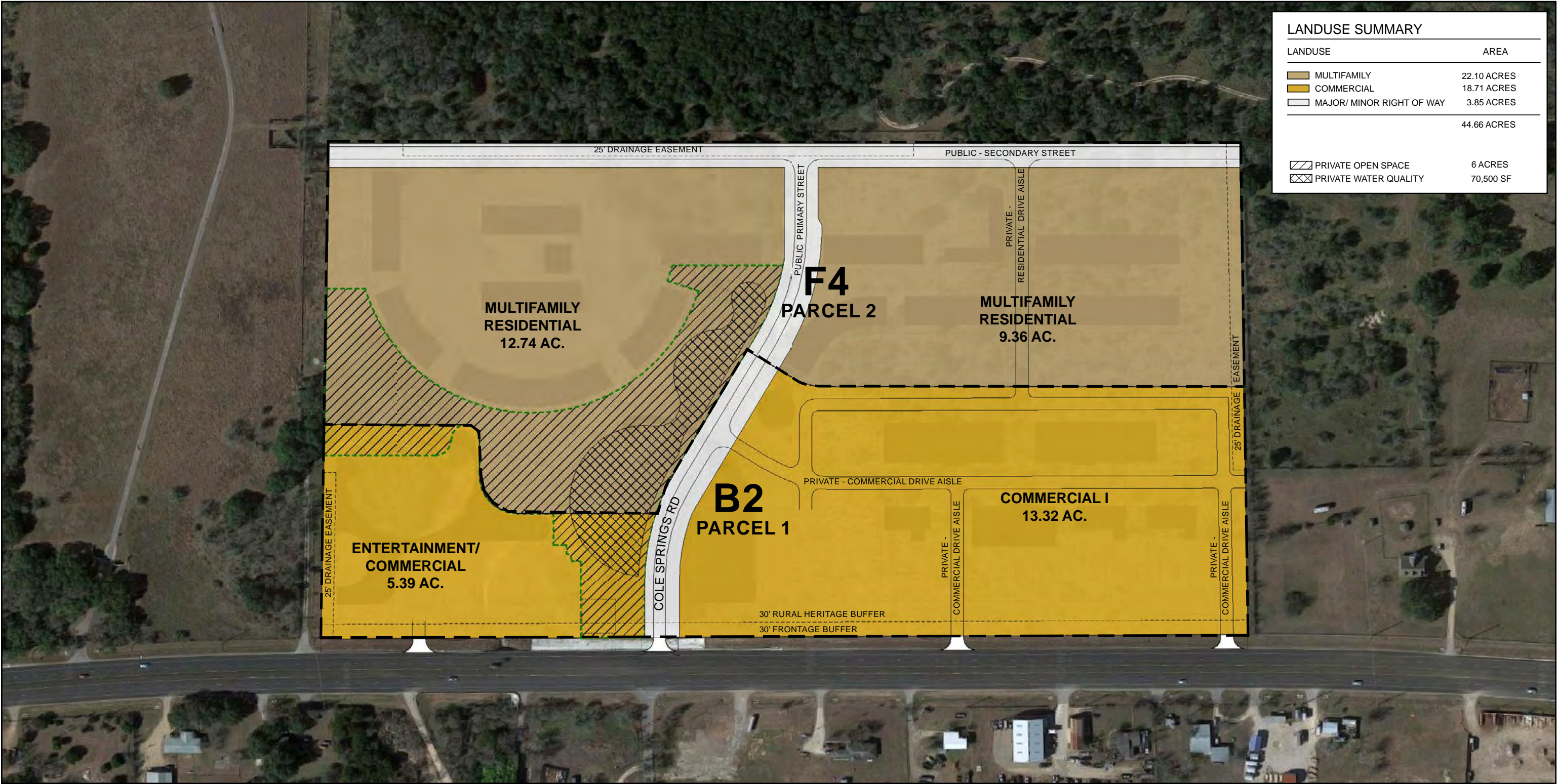


EXHIBIT C CONCEPT PLAN



EXHIBIT D

ZONING DESIGN REGULATIONS

02.09 ZONING DEVELOPMENT REGULATIONS

Section	Applicable New Code
02.09.03.B.1. Off-Street Parking: Number of Spaces	The minimum number of spaces for Multi Family shall be as follows: 1 space per unit for Studio 1.25 spaces per unit for 1 Bedroom 1.5 spaces per unit for 2 Bedroom 2 spaces per unit for 3 Bedroom
02.09.03.B.2.c.iii Off-Street Parking: Residential Parking Areas and Driveways	Along North South Collector Road and the western 250' of Cole Springs Road, parking for multiple family dwellings is not allowed between the front façade and a public street or public access easement unless it is screened by 3 ft masonry wall with 2 ft decorative metal fence.
02.09.03.E.3.b. - Off-Street Parking: Circulation and Parking Requirements for all Nonresidential Developments	No more than fifty (50) percent of parking may be located between the front facade and a public street unless outlots are present or unless screened by shrubs or hedges or Rural Heritage Overlay landscaping installed in accordance with the PD or UDC.
02.09.05.B. - Exterior Material Requirements for all Multi-Family Units	B. Exterior Material Requirements for all Multi-Family Units. <ol style="list-style-type: none"> 1. Applicability. This section applies to all multi-family units. Area used for doors and windows shall be excluded from calculations. 2. Residential Material Standards. <ol style="list-style-type: none"> a. Materials standards will be regulated by Exhibit H. b. The director of planning may approve substitution of materials based on high quality c. design. No EIFS for exterior material, unless for deminimus trim or soffits. d. 25% class 1 masonry ; 25% class 2 masonry.
02.09.05.C. - Exterior Material Requirements for Nonresidential Zoning Districts and Uses	C. Exterior Material Requirements for Nonresidential Zoning Districts and Uses. <ol style="list-style-type: none"> 1. Applicability. This section applies to all nonresidential buildings. Area used for doors and windows shall be excluded from calculations. 2. Nonresidential Material Standards. <ol style="list-style-type: none"> a. Materials standards will be regulated by Exhibit H. b. The director of planning may approve substitution of materials based on high quality c. design. No EIFS for exterior material, unless for deminimus trim or soffits. d. 25% class 1 masonry ; 25% class 2 masonry. e. The eastern façade facing FM 1626 shall be 50% class 1 masonry and 25% class 2 masonry. 3. Maximum Material Coverage. No single building material shall cover more than eighty (80) percent of the front of any building, with the exception of on-site utility or service structures. 4. Windows: <ol style="list-style-type: none"> a. Clear glass shall be used for commercial storefront display windows and doors. b. Windows shall be individually defined with detail elements such as frames, sills, and lintels, and placed to visually define the building stories.
02.09.11. Nonresidential Design	The director of planning may approve design variation based on high quality design.

EXHIBIT D

ZONING DESIGN REGULATIONS - RURAL HERITAGE OVERLAY

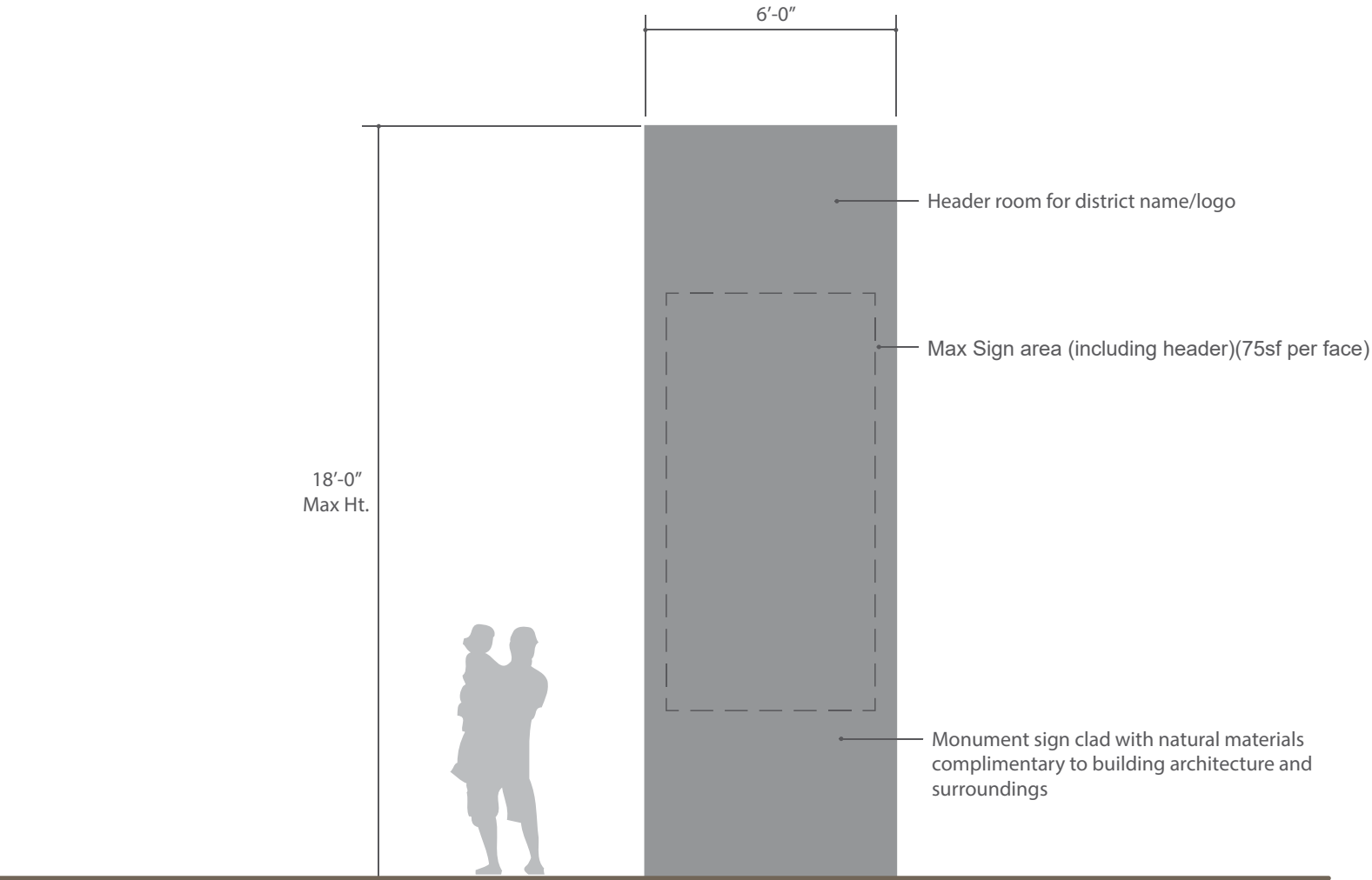
02.10.11 DEVELOPMENT IN RURAL HERITAGE OVERLAY (O-R) DISTRICT

Section	Applicable New Code
02.10.11 Development in Rural Heritage Overlay (O-R) District.	<p>2.10.11 C Development will not be subject to the Buildings and Site Development requirements pertaining to roof materials, roof pitch, building orientation, internal landscaping, streetscape, and building materials. Building materials will be regulated by Exhibit D & H of the PD. The property will be subject to the mounting height requirements for lighting in 2.10.11.C.3.c. The property will be required to have a 40' buffer that will satisfy (O-R) 2.10.11.C.3.d all other landscape buffer requirements along FM 1626 notwithstanding other requirements in the UDC. The project shall incorporate (1) Alternative instead of (4). Signage in 2.10.11.C.3 will be regulated by a master sign plan to be approved at a later date.</p> <p>2.10.11 D The use chart in 2.06.05 as amended by the PD shall govern notwithstanding the exceptions in Table 28.</p>

EXHIBIT D
ZONING DESIGN REGULATIONS - SIGNAGE DESIGN

SIGNAGE DESIGN

Section	Applicable New Code
04.02.08 C Monument Signs	Up to four (4) monument signs shall be allowed to be 18' tall. The rest of the monument signs shall conform to the UDC.
04.02.08 F Hanging Signs	Number of signs per business, max =1.
04.02.08 H Awning Signs	Number of signs per business, max =1.
04.02.08 I Canopy Signs	Number of signs per business, max =1.
02.10.11.C.3a (Rural Heritage Overlay – signage)	Shall be subject to master sign plan approved at later date.
02.10.11.C.3c (Rural Heritage Overlay – signage)	Shall be subject to master sign plan approved at later date.



MONUMENT SIGNAGE

EXHIBIT D

ZONING DESIGN REGULATIONS - SIGNAGE DESIGN



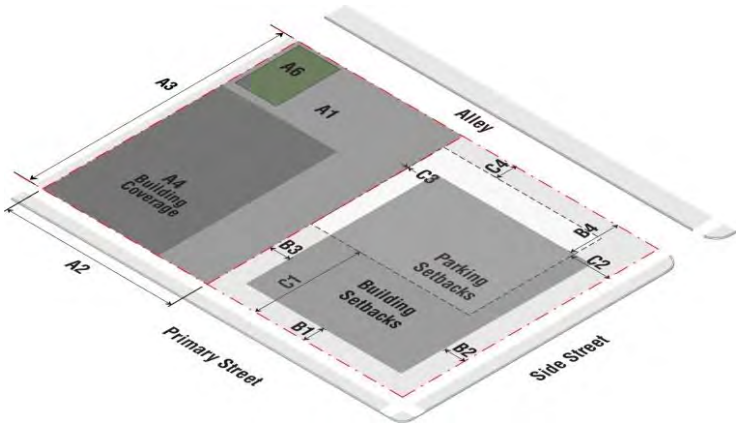
○ MONUMENT SIGNAGE LOCATIONS

EXHIBIT D

F4 - DESIGN GUIDELINES AND MODIFICATION - MF

02.09.09 - MUTLI FAMILY DESIGN

Section	Applicable New Code
02.09.09.A.2 - Off street parking	Along North-South Collector Street and western 250' of Cole Springs Road, off street parking is not allowed in the required front yard setback unless screened by a 3' masonry wall topped by a 2' ornamental metal fence.
02.09.09.D1 - Garages, Driveways, and Parking	A minimum of twenty-five (25) percent of parking shall be covered using carports. No garage parking shall be required.



02.08.07-H MULTIFAMILY BUILDING TYPE

Lot Dimension	Proposed
A1. Area (min)	15,000 ft
A2. Width (min)	100 ft
A3. Depth (min)	150 ft
A4. Building Coverage	Applies to total site allowable building coverage
A5. Impervious Coverage	Applies to total site allowable impervious coverage
A6. Green Space	Min. 25%. Sidewalks within green space not deducted from green space.
Building Setbacks	
B1. From primary street (min)	10 ft
B2. From side street (min)	10 ft
B3. From side lot line (min)	0 or 5 ft
B4. From rear lot line (min)	15 ft
Build-to-Zone	
D1. Primary Street (min/max)	B1./ B1. plus 10 ft
D2. Side Street (min/max)	10 ft/20 ft
D3. Building to Lot Width in Build-to (min)	70%. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20% on Cole Springs Road and 100% on North South Collector Street..
Parking Setbacks	
C1. From Primary Street (min)	10 ft
C2. From Side Street (min)	5 ft
C3. From side lot line (min)	0 ft
C4. From rear lot line (min)	5 ft
Height	
D1. Primary Building (max)	60 ft
Transparency	
F1. Ground Story (min)	15%
F2. Upper Story (min)	15%
Pedestrian Access	
One pedestrian entrance must front onto Primary Street.	

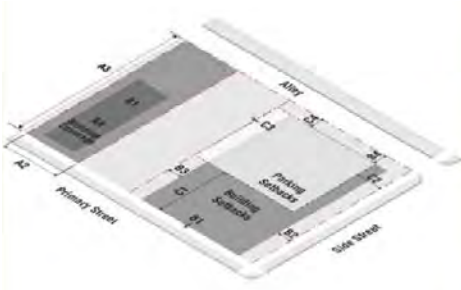
02.09.01 MULTIFAMILY LANDSCAPING REQUIREMENT

a. Perimeter Landscaping (2.09.01 B.1-a)	Min. 5 ft along North-South Collector Road. <ul style="list-style-type: none">(a) Along all Freeways, Parkway Streets, Arterial Streets, and Collector Streets at least one (1) Shade Tree for every forty feet (40) of frontage shall be installed. One existing tree may be substituted for each new tree provided the existing tree is in good health and form. New trees must be planted within five (5) feet of the front lot line along the street and in line with other trees but not in conflict with utilities. The Director of Planning may permit additional minor setbacks or other adjustments to the planting strip to accommodate future right-of-way expansions, sidewalks, and utility lines.(b) Complete coverage of natural landscape materials shall be provided with Shrubs, Groundcover, Ornamental Grasses with a Rock/Crushed Rock Landscape Base, or Ornamental Grasses with a Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.
d. Multiple Building Landscaping Requirements (2.09.01 B.1-d)	If more than one Dwelling, Multi-Family (Apartment) building is placed upon a single lot, the following areas shall be landscaped: <ul style="list-style-type: none">i. A ten (10) foot strip along the front or rear of the buildings as measured from the foundation. Patios may be located in this area.ii. A five (5) foot strip along all other sides of the buildings as measured from the foundation. Patios may be located in this area.iii. Landscaping strip may consist of Shrubs, Groundcover, Ornamental Grasses with a Rock/ Crushed Rock Landscape Base or Mulch Base, or Turf Grass.iv. Areas for driveways shall be exempt from this requirement.

EXHIBIT D

B2 - DESIGN GUIDELINES AND MODIFICATION - NON RESIDENTIAL

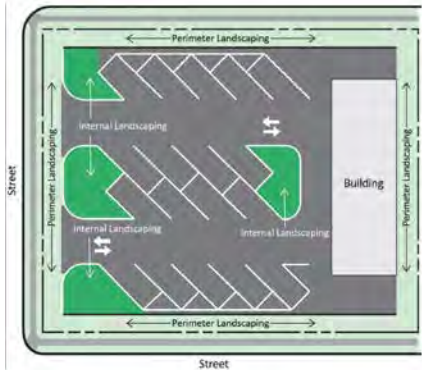
02.08.07 COMMERCIAL CORRIDOR BUILDING TYPE



Lot Dimension	Proposed
A1. Area (min)	5,000 ft
A2. Width-interior (min)	50 ft
A2. Width-corner (min)	55 ft
A3. Depth (min)	80 ft
A4. Building Coverage	90%
Building Setbacks	
B1. From primary street (min)	0 ft
B2. From side street (min)	5 ft
B3. From side lot line (min)	5 ft
B4. From rear lot line (min)	5 ft
Parking Setbacks	
C1. From Primary Street (min)	10 ft
C2. From Side Street (min)	5 ft
C3. From side lot line (min)	0 ft
C4. From rear lot line (min)	5 ft
Build-to-Zone	
D1. Primary Street (min/max)	0 ft/20 ft or the average setback of adjacent buildings on the block face
D2. Building to Lot Width in Build-to (min)	5 ft/15 ft
D3. Building to Lot Width in Build-to (min)	70%. Applies only to West Oak Avenue and Cole Springs Road. Publicly accessible open space counts toward the minimum. Screening as described in the amended 2.09.02.A.2 count towards the minimum up to 20%.
Height	
D1. Primary Building (max)	45 ft
Transparency	
F1. Ground Story (min)	20%
F2. Upper Story (min)	15%
Pedestrian Access	One pedestrian entrance must front onto Primary Street.
Vehicular Access	Vehicular access should be located off the alley or secondary street. Vehicular access should be discouraged off of the primary street.
Frontage Types	Shopfront, Gallery, Arcade, Slip Road Parking <ul style="list-style-type: none">Frontage Types may be satisfied by design elements as shown in Exhibit H.The director of planning may approve substitutional material based on high quality design.

02.09.01 NON RESIDENTIAL LANDSCAPING REQUIREMENT

Perimeter Landscaping (2.09.01 A.1-a)



- Perimeter Landscaping shall be provided adjacent to all streets.
 - The Perimeter Landscaping shall be the following minimum **widths**, exclusive of street Right-of-Way.
 - Adjacent to Interstate 35, Main Street east of the westernmost boundary of Bradfield Park, and Cabela's Drive: Fifteen (15) feet
 - Adjacent to Arterial Street: **Ten (10) feet**
 - Adjacent to Collector Street: **Five (5) feet**
 - Adjacent to Local Street: **Five (5) feet**
 - Plantings within the Perimeter Landscaping shall be determined by the following:
 - Along all Freeways, Parkway Streets, Arterial Streets, and Collector Streets at least one (1) Shade Tree for **every forty (40) feet** of frontage shall be installed. One existing tree may be substituted for each new tree provided the existing tree is in good health and form. New trees must be planted within five (5) feet of the front lot line along the street and in line with other trees but not in conflict with utilities. The Director of Planning may permit additional minor setbacks or other adjustments to the planting strip to accommodate future right-of-way expansions, sidewalks, and utility lines.
 - Complete coverage of natural landscape materials shall be provided with Shrubs, Groundcover, Ornamental Grasses with a Rock/Crushed Rock Landscape Base, or Ornamental Grasses with a Mulch Base. The use of Turf Grass as a landscape material is prohibited in fulfilling the requirements of this subsection.
- No Perimeter Landscaping is required along West Oak Ave.

EXHIBIT E

PARKS, TRAILS AND OPEN SPACE PLAN



■■■■■ PRIVATE AMENITY

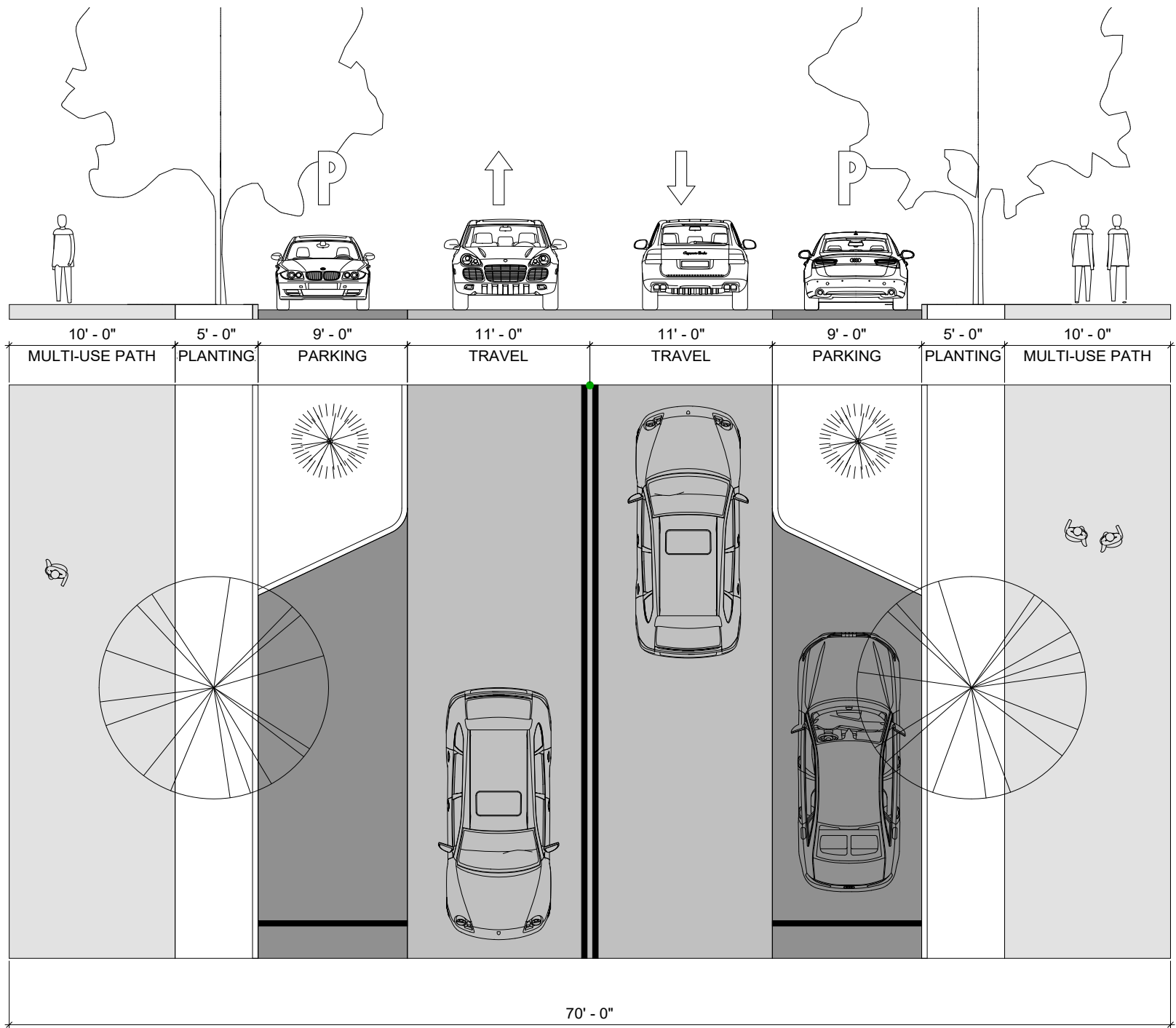
■■■■■ PRIVATE PARK - PUBLICLY ACCESSIBLE

EXHIBIT E

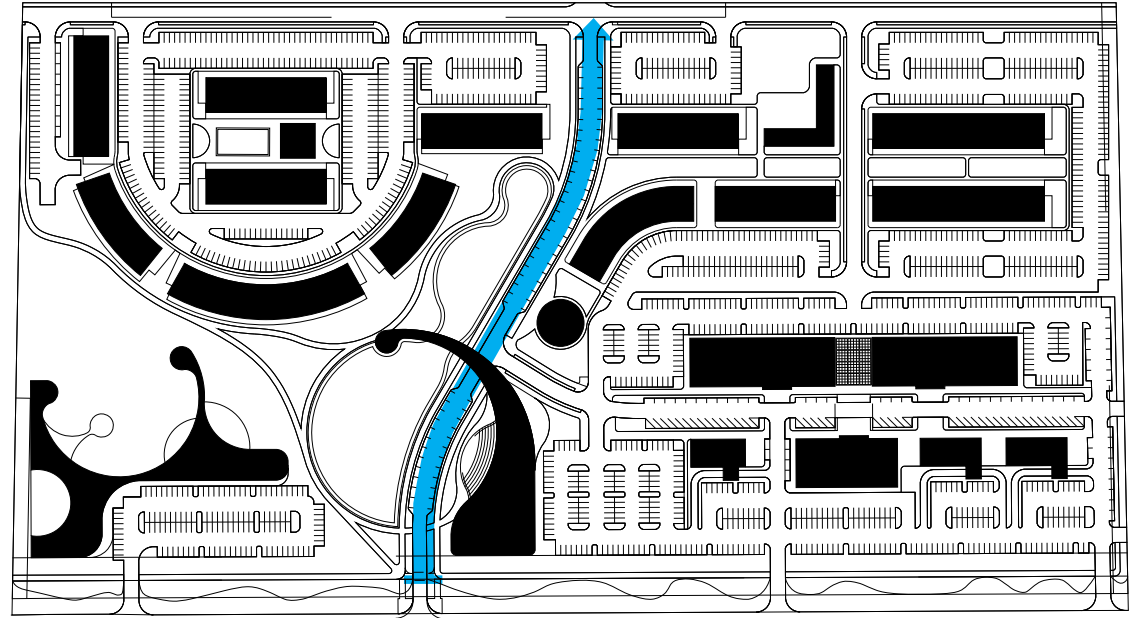
PARKS, TRAILS AND OPEN SPACE PLAN



EXHIBIT F
STREET SECTION - COLE SPRINGS ROAD

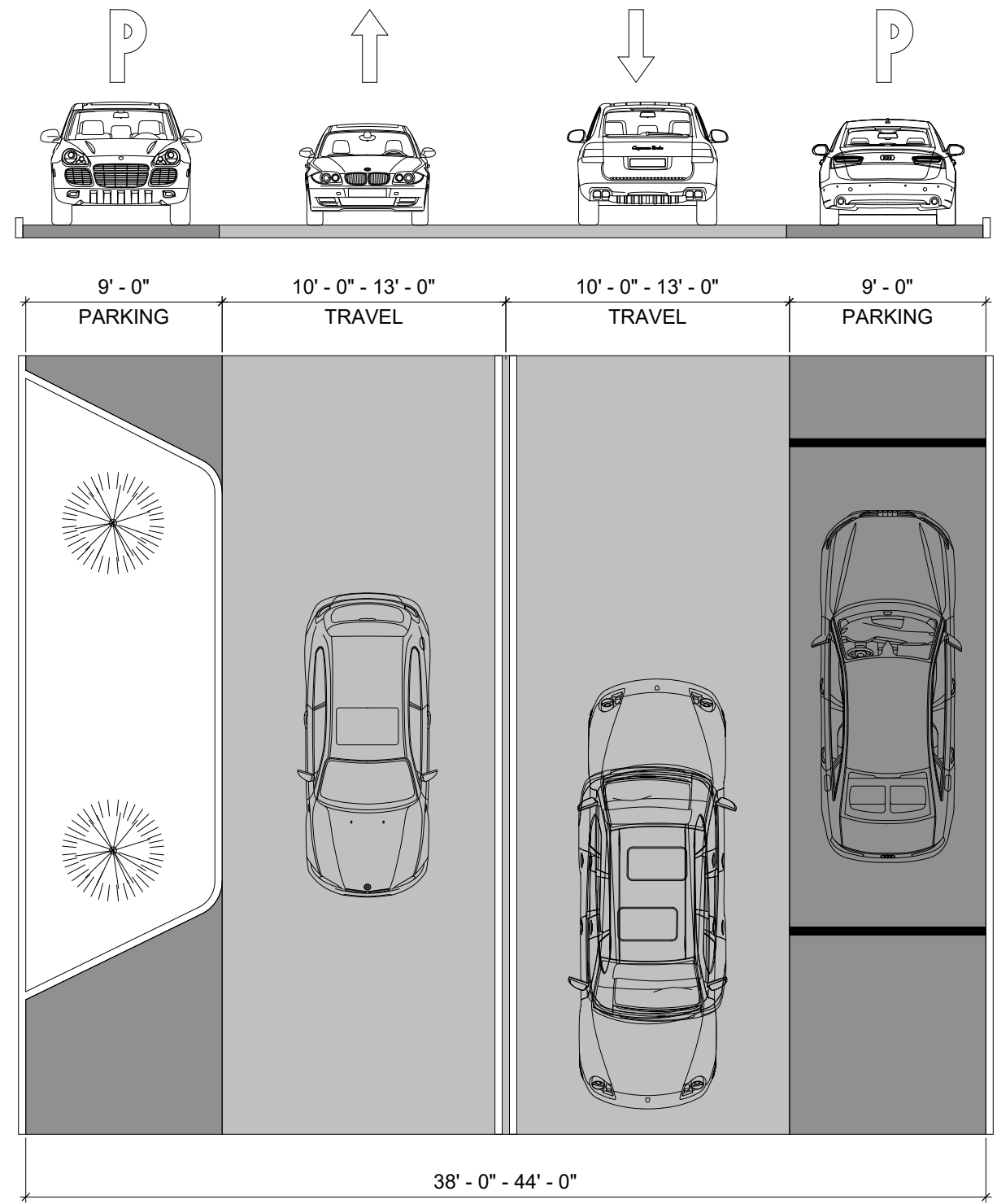


	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Planting: 5 ft Sidewalk: 10 ft Tree Spacing: 1 per 40 ft.	Planting: 5 ft Sidewalk: 10 ft Tree Spacing: 1 per 40 ft.	Sidewalk varies based on demand and land use. Planting area is residual. Curbs located in Planting area. Raised pedestrian Raised pedestrian crosswalk and enhanced paving to be located at Cole Springs Rd & West Oak Ave intersection Raised pedestrian crosswalk and enhanced paving to be located at Cole Springs Rd & North-South Road intersection
Parking	9 ft	9 ft	Bump outs can be used to minimize crosswalk distance at intersections. Parking can be on one or both sides of the street depending on demand.
Travel Lanes	11 ft Number of Lanes: 2	11 ft Number of Lanes: 2	Travel lane widths vary by speed limit and number of lanes.



COLE SPRINGS PUBLIC ROAD SECTION

EXHIBIT F
STREET CROSS SECTION - E-W DRIVE AISLE ACCESS 1



	Minimum Standards*	Maximum Standards*	Notes
Parking	9 ft	9 ft	Parking can be on one, both, or neither side of the street depending on demand. Bump outs can be used to minimize crosswalk distance at intersections.
Travel Lanes	10 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Travel lanes adjacent to parking must be at least 12 ft to allow safe maneuvering. Subject to adopted Fire Code and Fire Marshal approval.

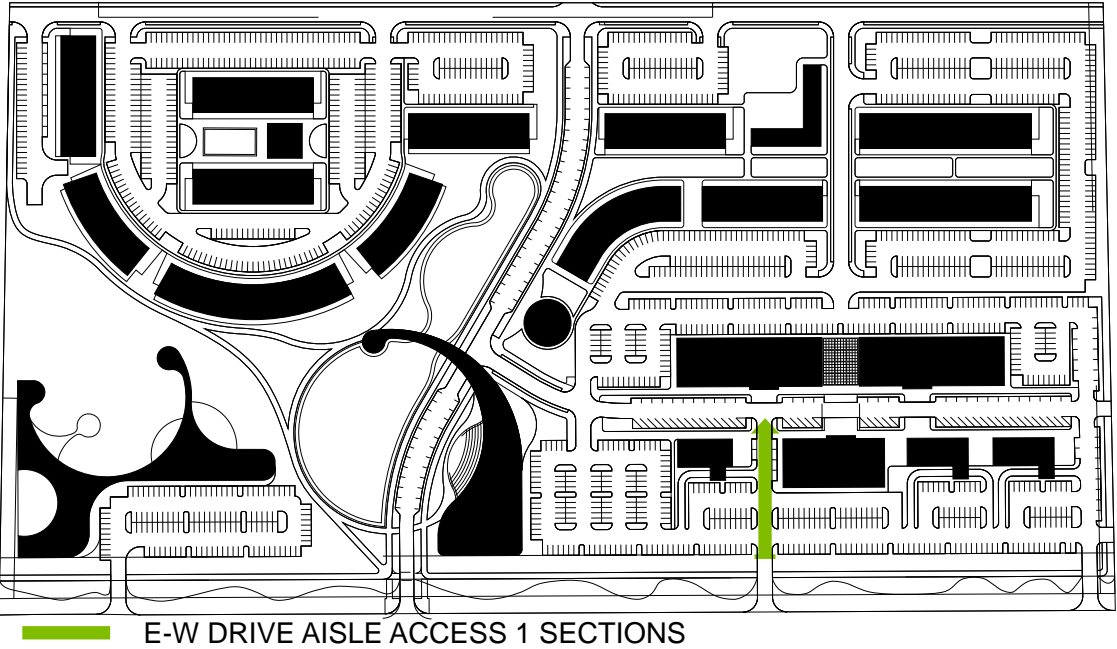
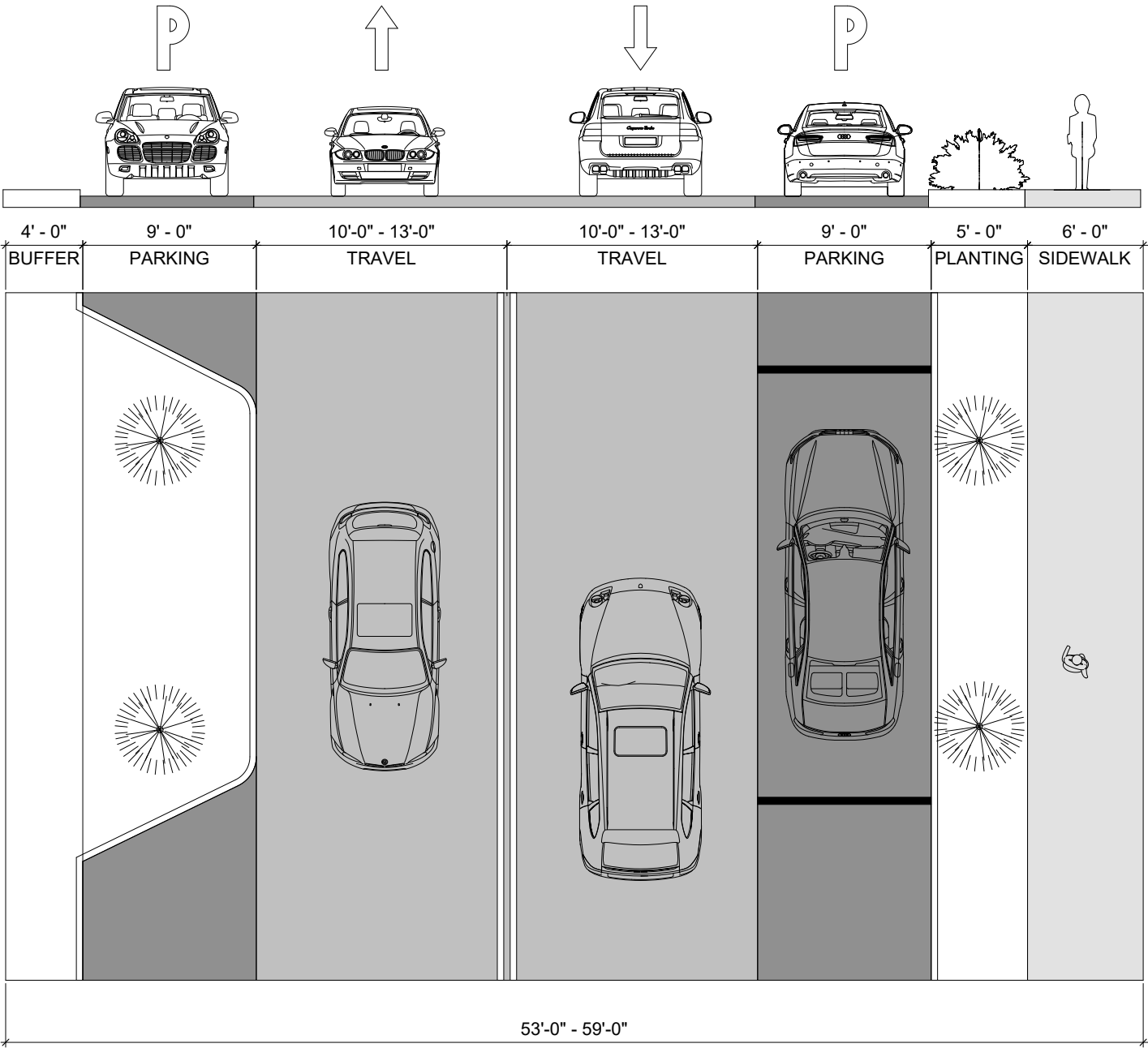


EXHIBIT F
STREET CROSS SECTION - E-W DRIVE AISLE ACCESS 2



	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Planting: no minimum Sidewalk: 6 ft Tree Spacing: 1 per 40 ft.	Planting: no max Sidewalk: no max Tree Spacing: 1 per 40 ft	Sidewalk & Planting varies based on demand and land use. Planting area is residual and to be allocated within parallel parking endcaps. Curbs located in planting area.
Buffer Zone	No minimum Number of zones: 1	No max Number of zones: 2	Buffer varies based on demand and land use.
Parking	9 ft	9 ft	Parking can be on one, both, or neither side of the street depending on demand. Bump outs can be used to minimize crosswalk distance at intersections.
Travel Lanes	10 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Travel lanes adjacent to parking must be at least 12 ft to allow safe maneuvering. Paved width may vary depending on demand. Subject to adopted Fire Code and Fire Marshal approval.

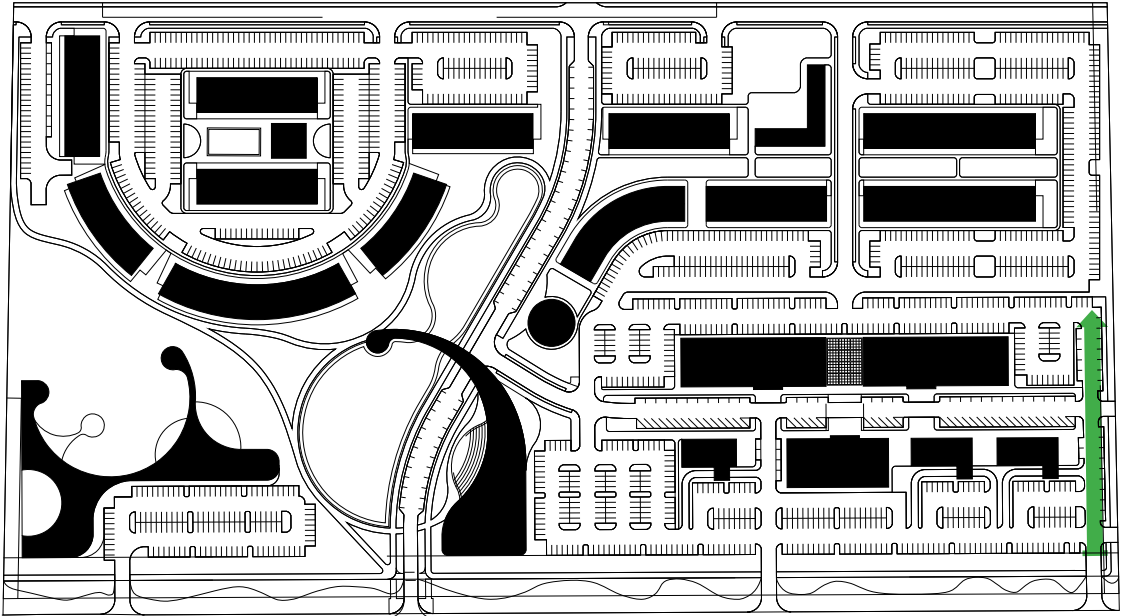
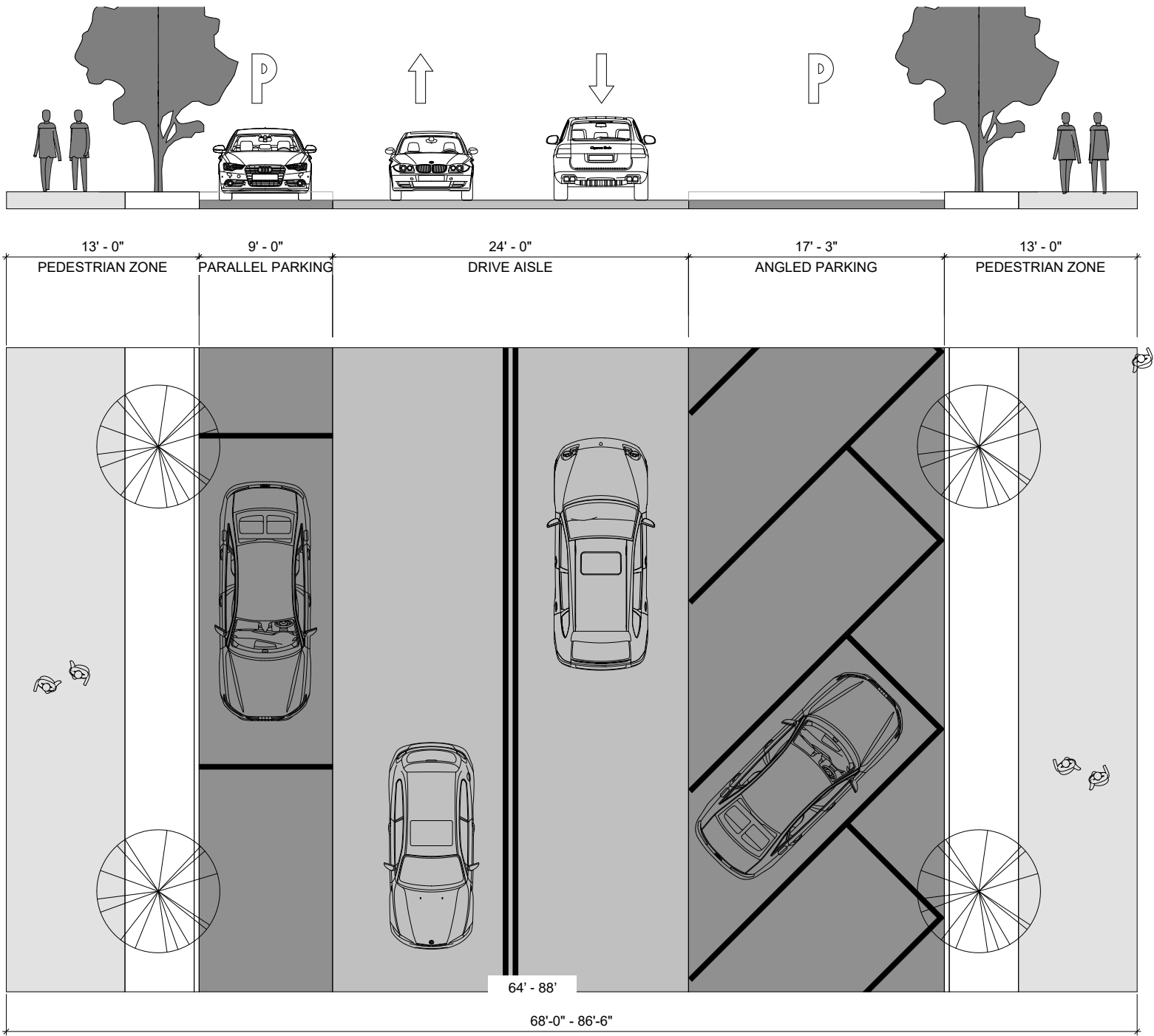


EXHIBIT F STREET CROSS SECTION - WEST OAK AVENUE



	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Planting: 5 ft (tree wells can be grated) Sidewalk: 6 ft Tree Spacing: 25 ft	Planting: no max Sidewalk: no max Tree Spacing: varies based on demand and land use.	In high volume pedestrian areas, replace planting with grate. Sidewalk width can be asymmetrical and varies by use. Curbs located in planting area
Parking	Parallel: 9 ft wide; 20 ft length Angled: 9 ft wide; 17.25 ft deep	Parallel: 9 ft wide; 23 ft length Angled: 9 ft wide; 17.25 ft deep	Parallel and angled parking allocation varies based on land use. Bump outs can be used for planting and to minimize crosswalk distance. Parking can be on one or both sides of the street depending on demand.
Travel Lanes	12 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Travel lanes adjacent to parking must be at least 12 ft to allow safe maneuvering. Subject to adopted Fire Code and Fire Marshal approval.

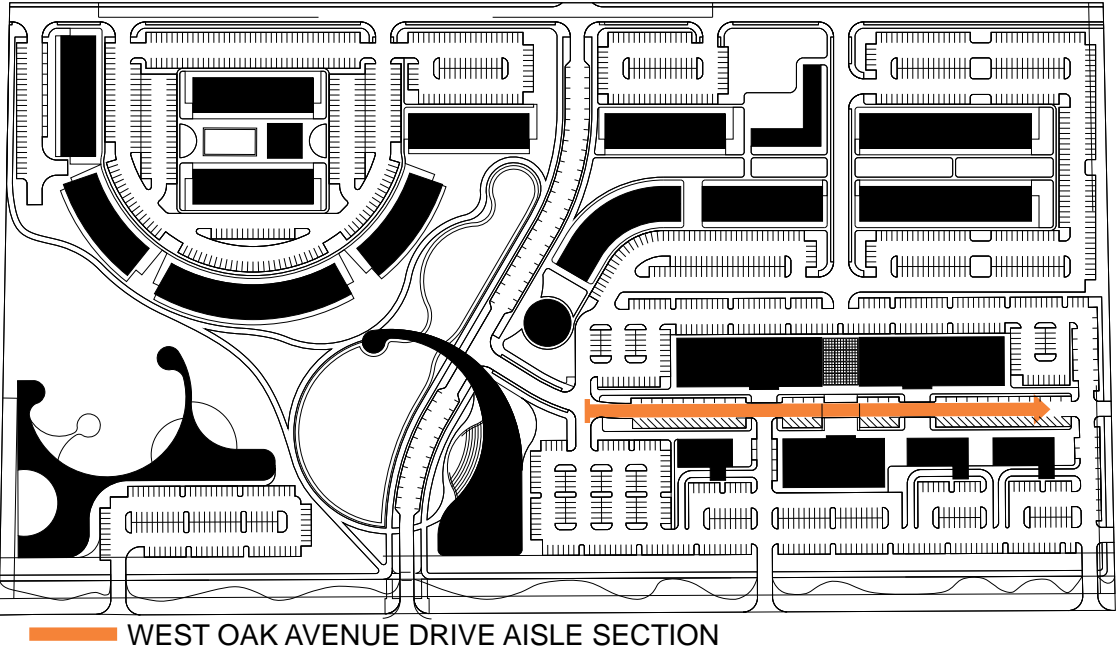
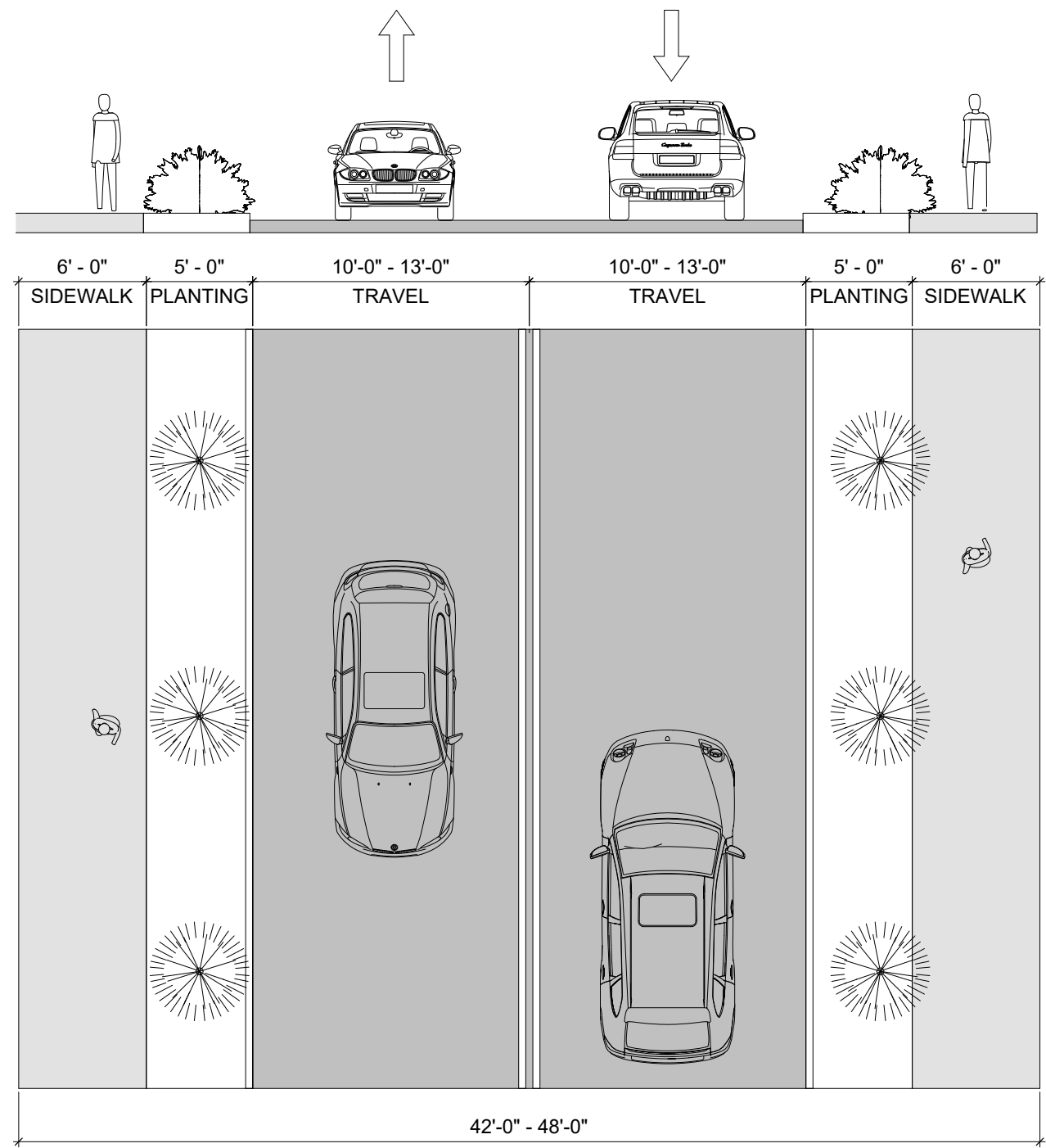


EXHIBIT F
STREET CROSS SECTION - E-W MULTIFAMILY DRIVE AISLE



	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Planting: 5 ft Sidewalk: 6 ft Tree Spacing: 1 per 40 ft.	Planting: no max Sidewalk: no max Tree Spacing: 1 per 40 ft.	Sidewalk varies based on demand and land use. Planting area is residual. Curbs located in Planting area.
Travel Lanes	10 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Paved width may vary depending on demand. Subject to adopted Fire Code and Fire Marshal approval.

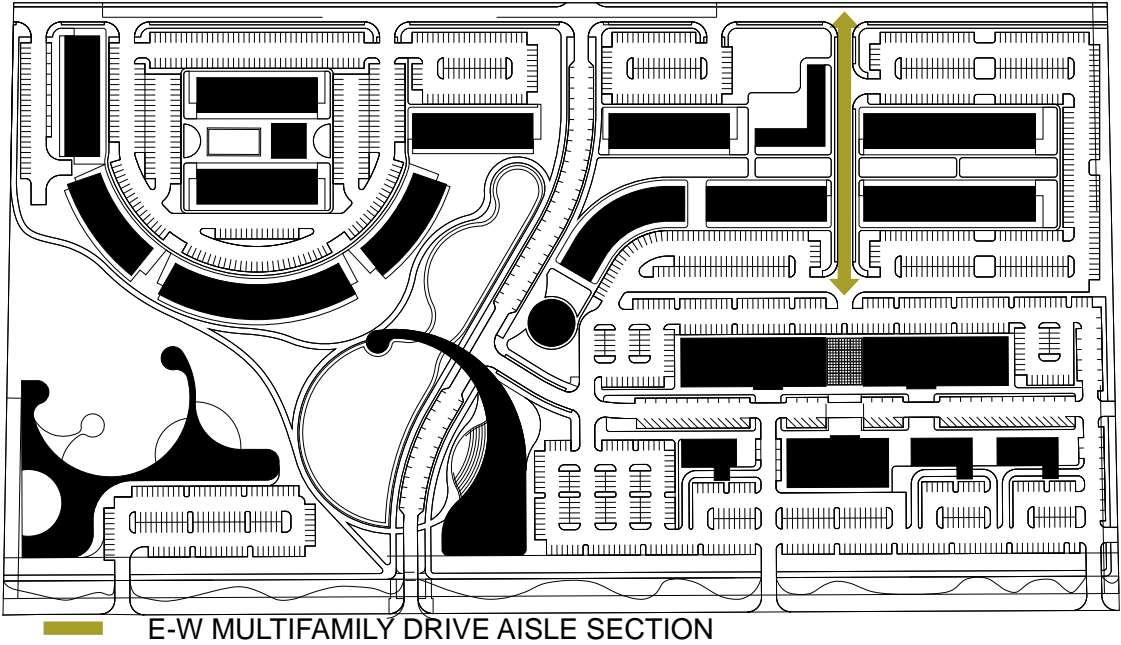
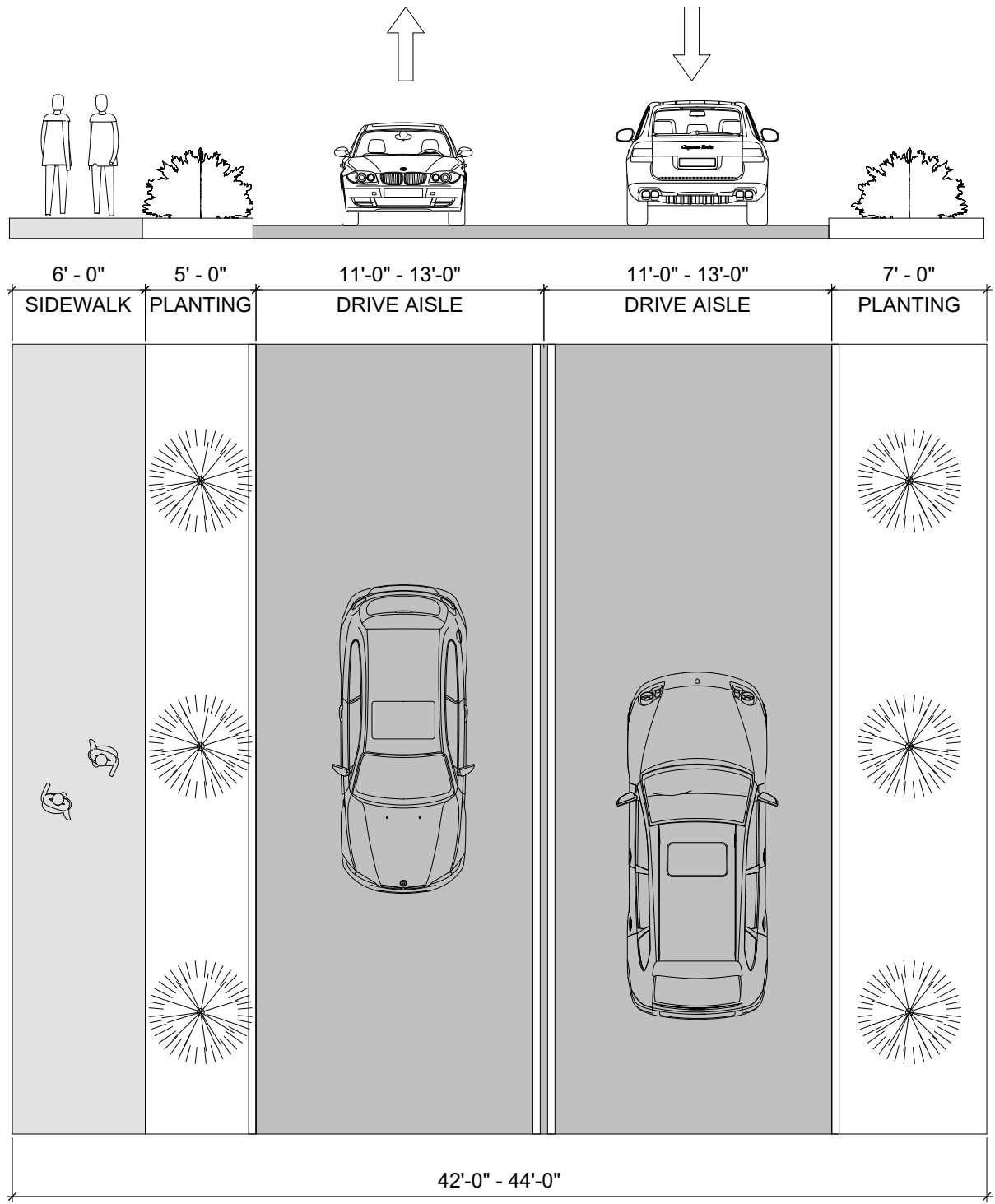
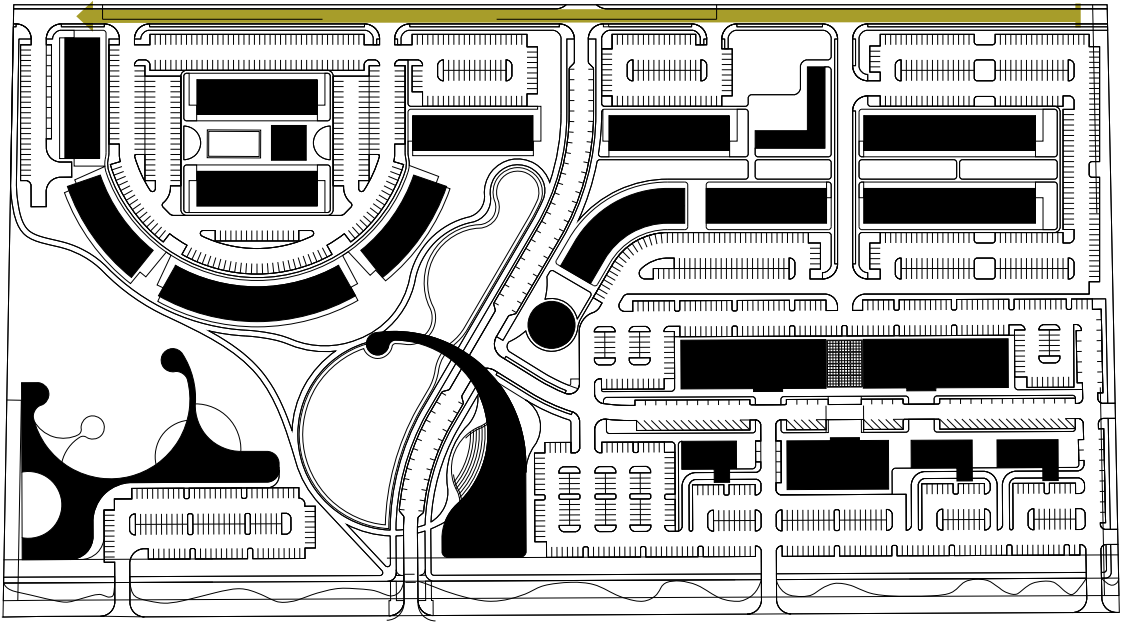


EXHIBIT F
STREET CROSS SECTION - N-S MULTIFAMILY COLLECTOR STREET

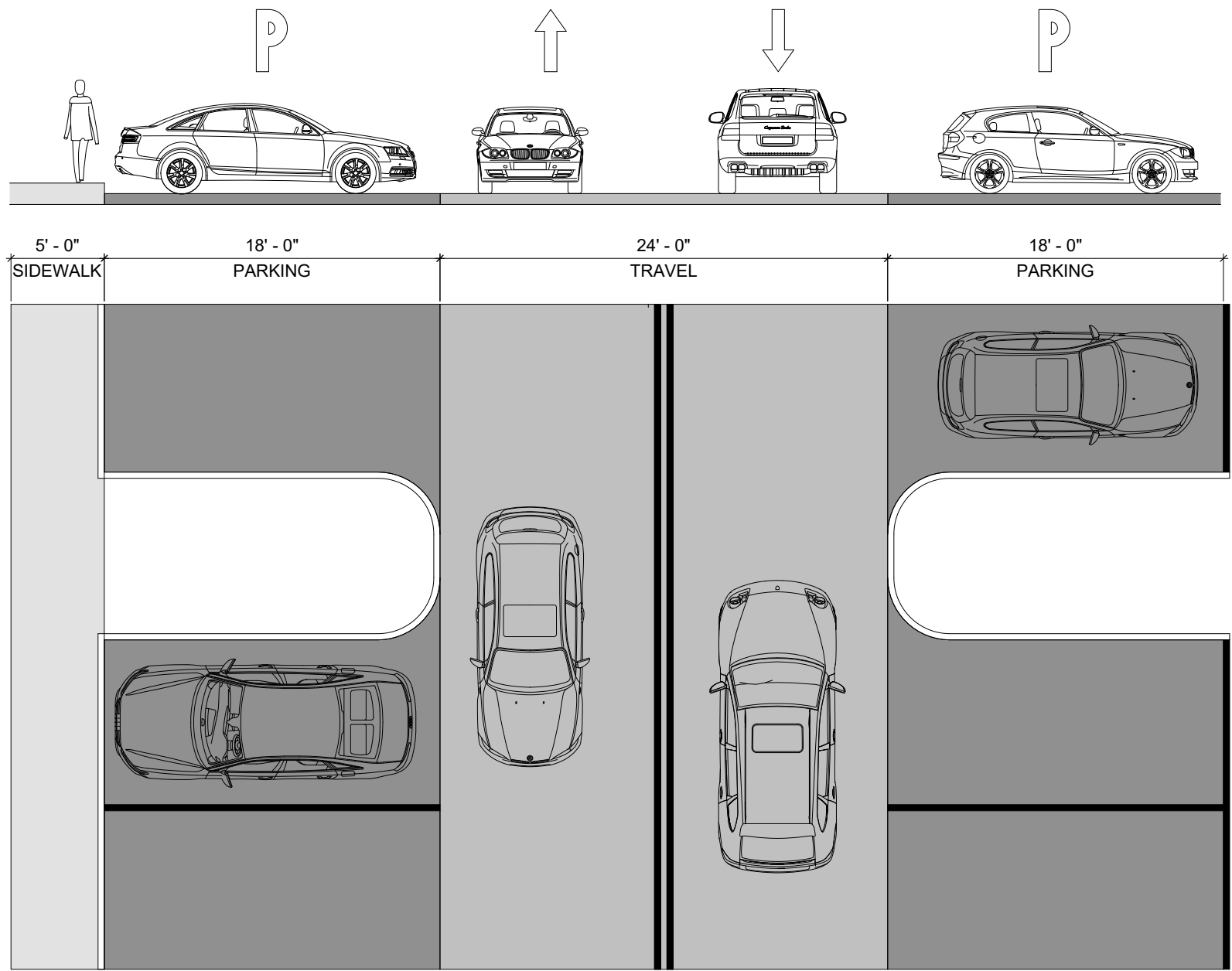


	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Planting: 5 ft Sidewalk: 6 ft Tree Spacing: 1 per 40 ft.	Planting: no max Sidewalk: no max Tree Spacing: 1 per 40 ft.	Sidewalk varies based on demand and land use. Sidewalk to be located on one side of street. Planting area is residual. Curbs located in Planting area.
Travel Lanes	11 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Paved width may vary depending on demand. Subject to adopted Fire Code and Fire Marshal approval.

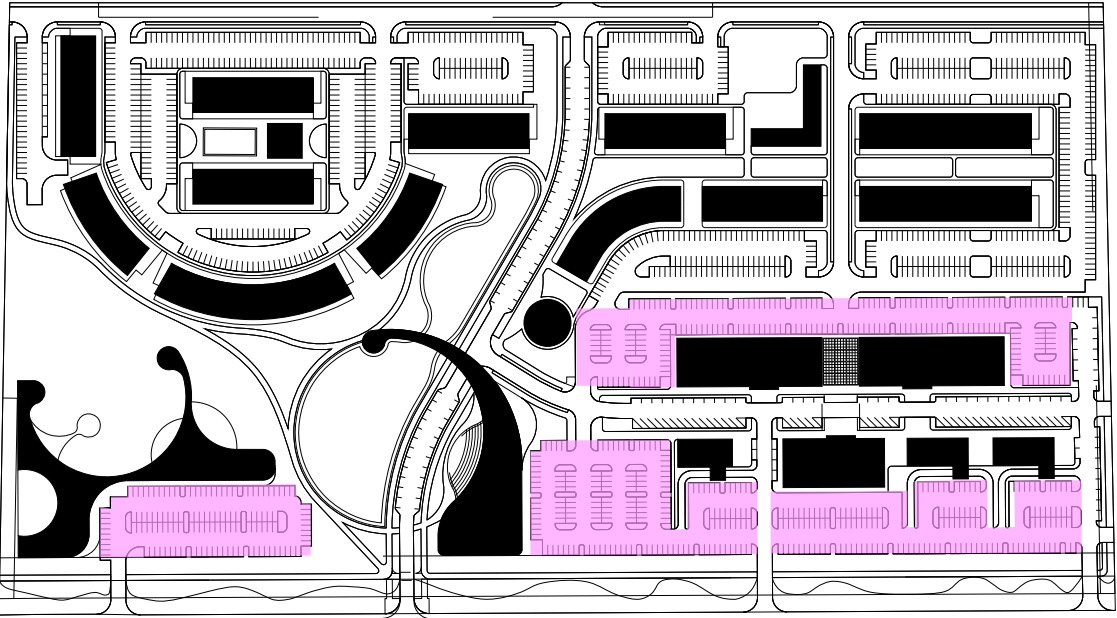


N-S MULTIFAMILY COLLECTOR STREET SECTION

EXHIBIT F
STREET CROSS SECTION - PARKING LOT SECTIONS

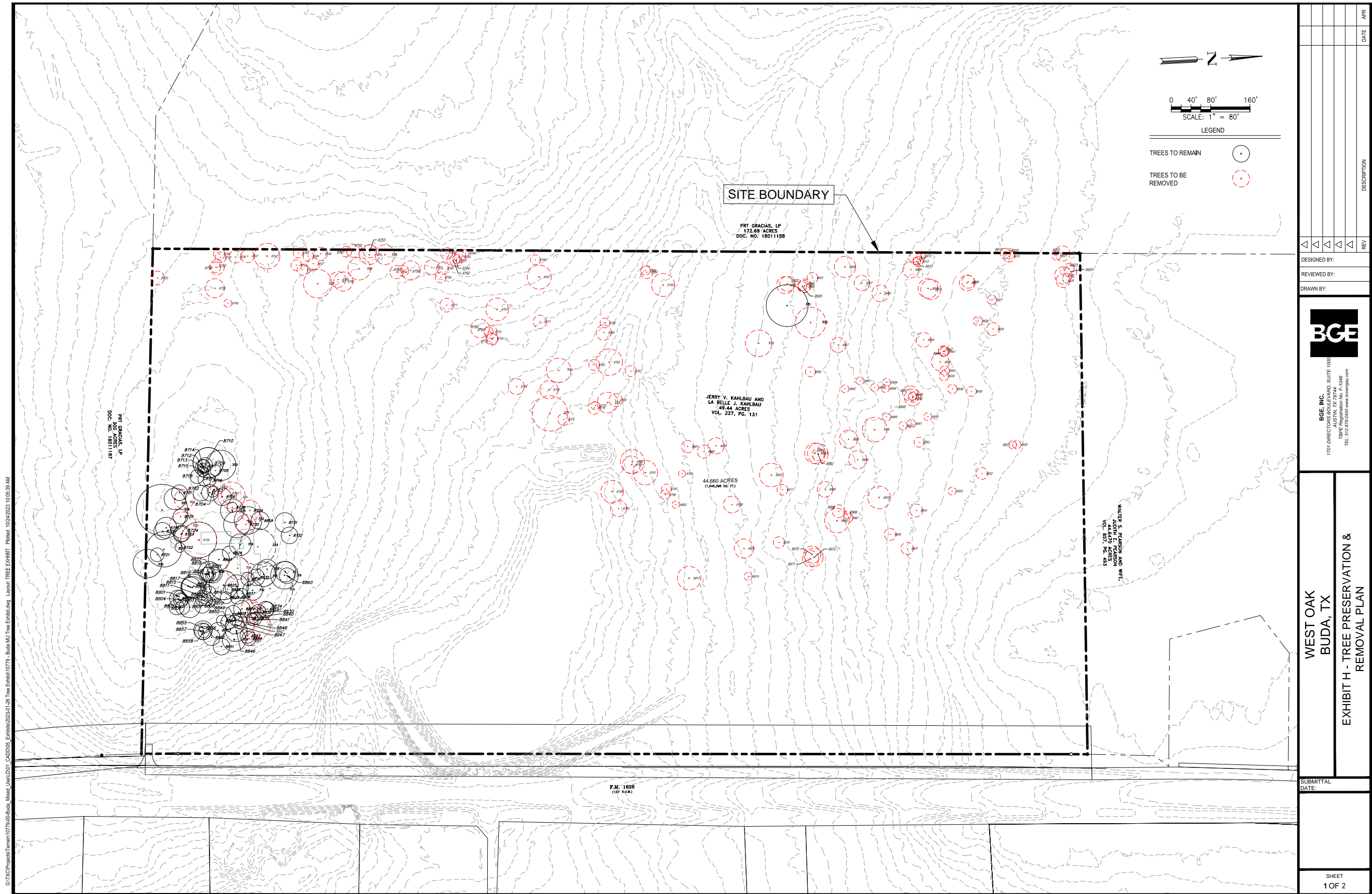


	Minimum Standards*	Maximum Standards*	Notes
Pedestrian Zone	Sidewalk: 5 ft Tree Spacing: 1 per 40 ft.	Sidewalk: no max Tree Spacing: 1 per 40 ft	Sidewalk varies based on demand and land use. Planting area is residual.
Parking	9 ft (Parallel to travel lane) 18 ft (Perpendicular to travel lane)	9 ft (Parallel to travel lane) 18 ft (Perpendicular to travel lane)	Bump outs can be used to minimize crosswalk distance at intersections. Parking can be on one or both sides of the street depending on demand.
Travel Lanes	12 ft Number of Lanes: 2	13 ft Number of Lanes: 2	Travel lanes adjacent to parking must be at least 12 ft to allow safe maneuvering. Subject to adopted Fire Code and Fire Marshal approval.

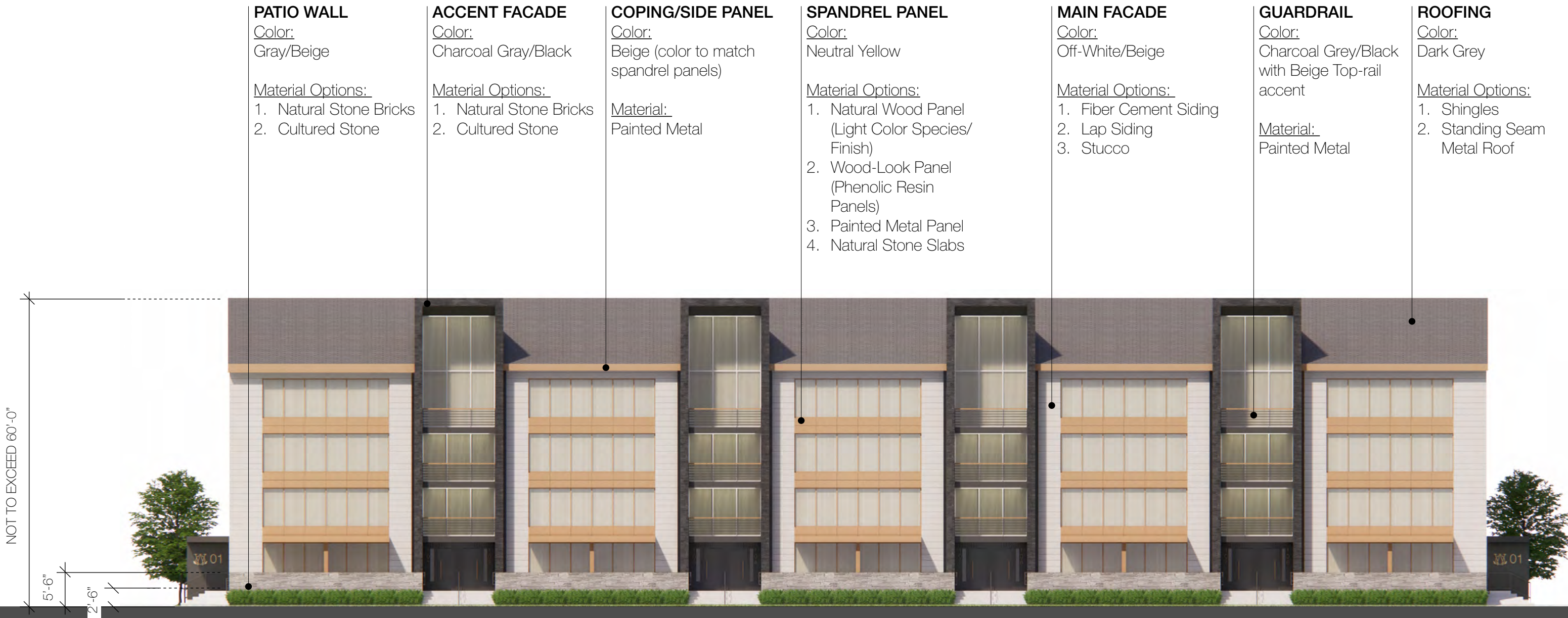


PARKING LOT SECTIONS

EXHIBIT G
TREE REMOVAL



RESIDENTIAL - STREET FACADE



RESIDENTIAL - ENTRANCE FACADE

PATIO WALL

Color:
Gray/Beige

- Material Options:
1. Natural Stone Bricks
 2. Cultured Stone

ACCENT FACADE

Color:
Charcoal Gray/Black

- Material Options:
1. Natural Stone Bricks
 2. Cultured Stone

COPING/SIDE PANEL

Color:
Beige (color to match spandrel panels)

Material:
Painted Metal

SPANDREL PANEL

Color:
Neutral Yellow

- Material Options:
1. Natural Wood Panel (Light Color Species/Finish)
 2. Wood-Look Panel (Phenolic Resin Panels)
 3. Painted Metal Panel
 4. Natural Stone Slabs

ACCENT FACADE

Color:
Charcoal Gray/Black

- Material Options:
1. Fiber Cement Siding
 2. Stucco

MAIN FACADE

Color:
Off-White/Beige

- Material Options:
1. Fiber Cement Siding
 2. Lap Siding
 3. Stucco

ENTRANCE

Color:
Charcoal Gray/Black with Wood/Beige accents

Material:
Painted Metal



MAIN STREET ELEVATION

BASE	COPING	FACADE	FACADE/NICHE	MULLION	CANOPY
<u>Color:</u> Charcoal Gray/Black	<u>Color:</u> Charcoal Gray/Black	<u>Color:</u> Off-White/Beige	<u>Color:</u> Neutral Yellow	<u>Color:</u> Charcoal Gray/Black	<u>Color:</u> Charcoal Gray/Black
<u>Material Options:</u> 1. Cultured Stone 2. Natural Stone	<u>Material:</u> Painted Metal	<u>Material Options:</u> 1. Natural Stone 2. Painted Metal Panel 3. Stucco	<u>Material Options:</u> 1. Natural Wood Panel (Light Color Species/ Finish) 2. Wood-Look Panel (Phenolic Resin Panels) 3. Painted Metal Panel	<u>Material:</u> Painted Metal	<u>Material:</u> Painted Metal

NOT TO EXCEED 45'-0"



EAST RETAIL BUILDING BACK ELEVATION

COPING

Color:
Charcoal Gray/Black

Material:
Painted Metal

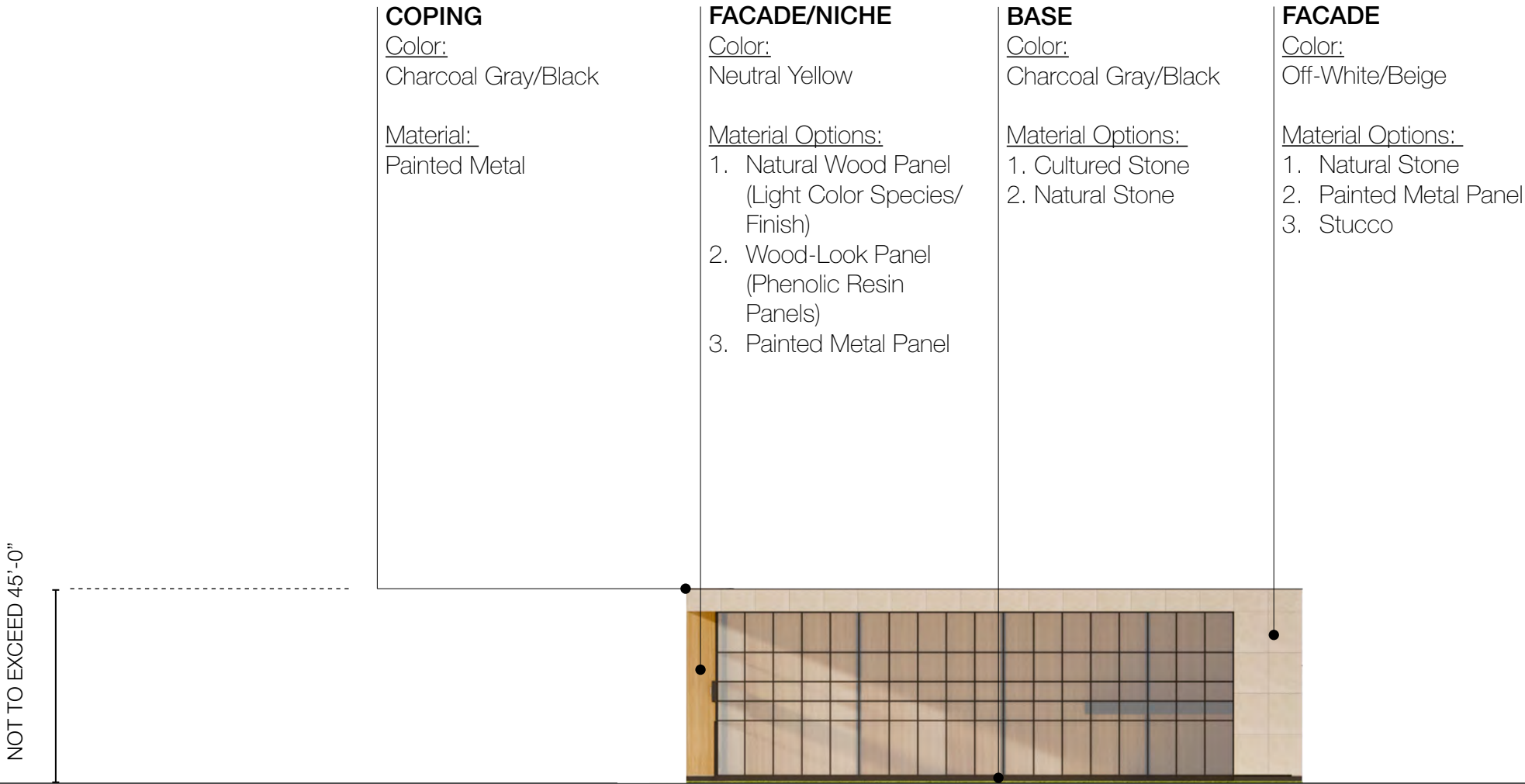
FACADE

Color:
Neutral Yellow

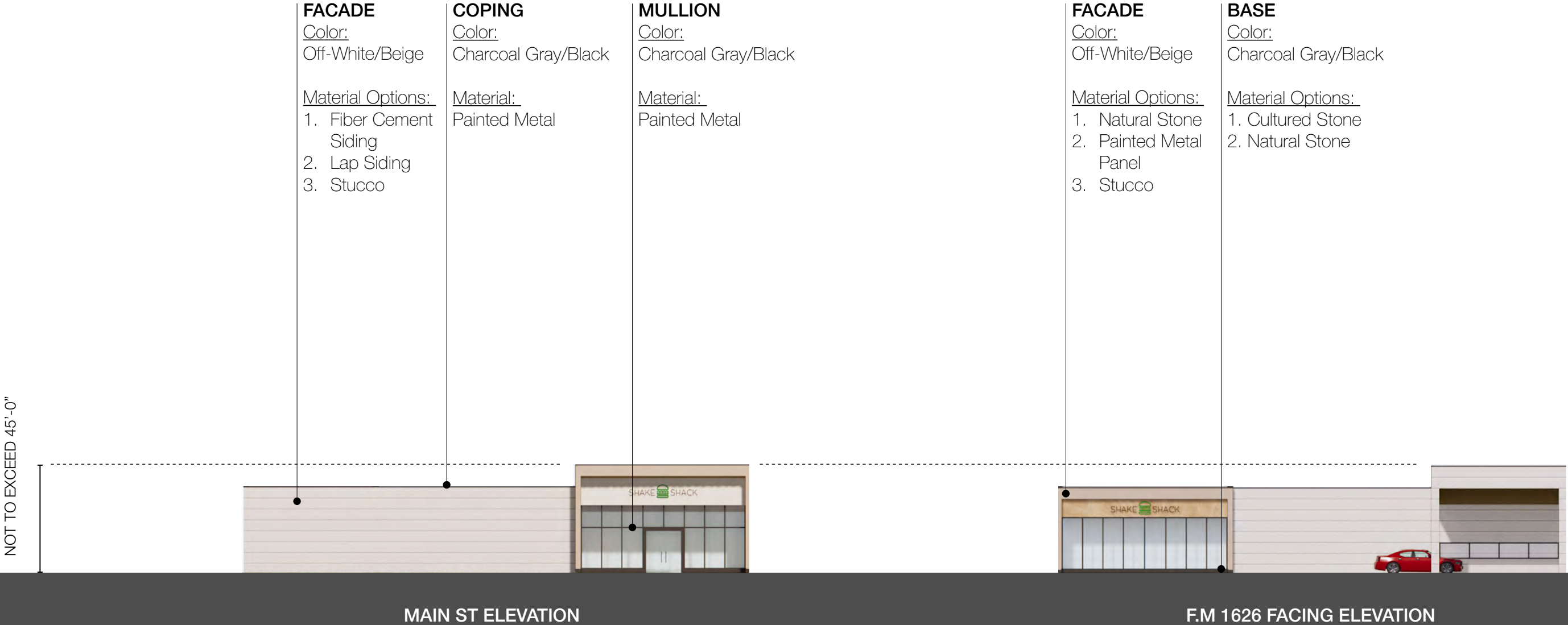
- Material Options:
- 1. Natural Wood Panel
(Light Color Species/
Finish)
 - 2. Wood-Look Panel
(Phenolic Resin
Panels)
 - 3. Painted Metal Panel
 - 4. Stucco



RETAIL PLAZA ELEVATION



QSR ELEVATIONS





WEST OAK

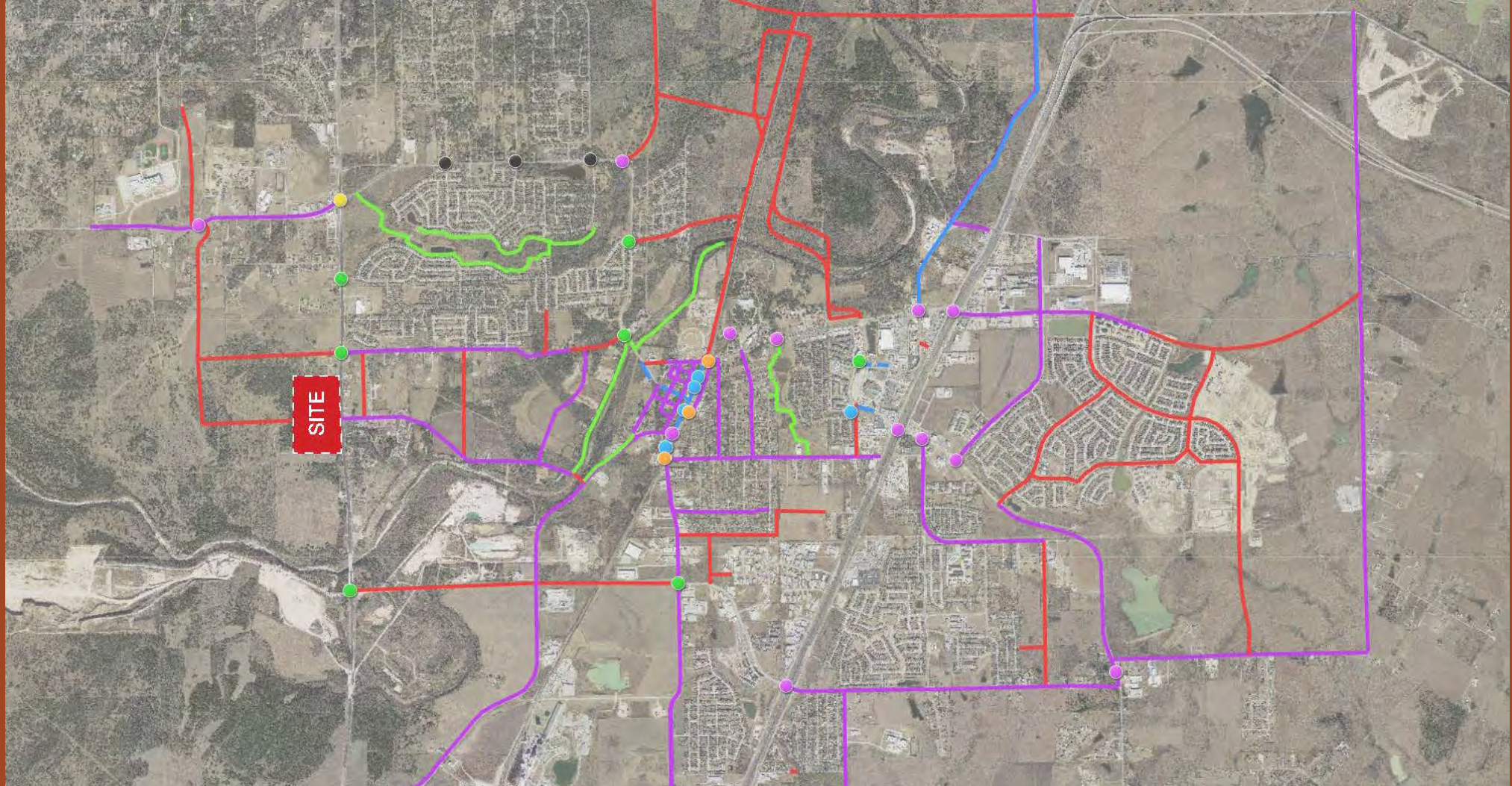
BUDA, TEXAS

**PLANNING & ZONING
COMMISSION MEETING**
MARCH 26, 2024

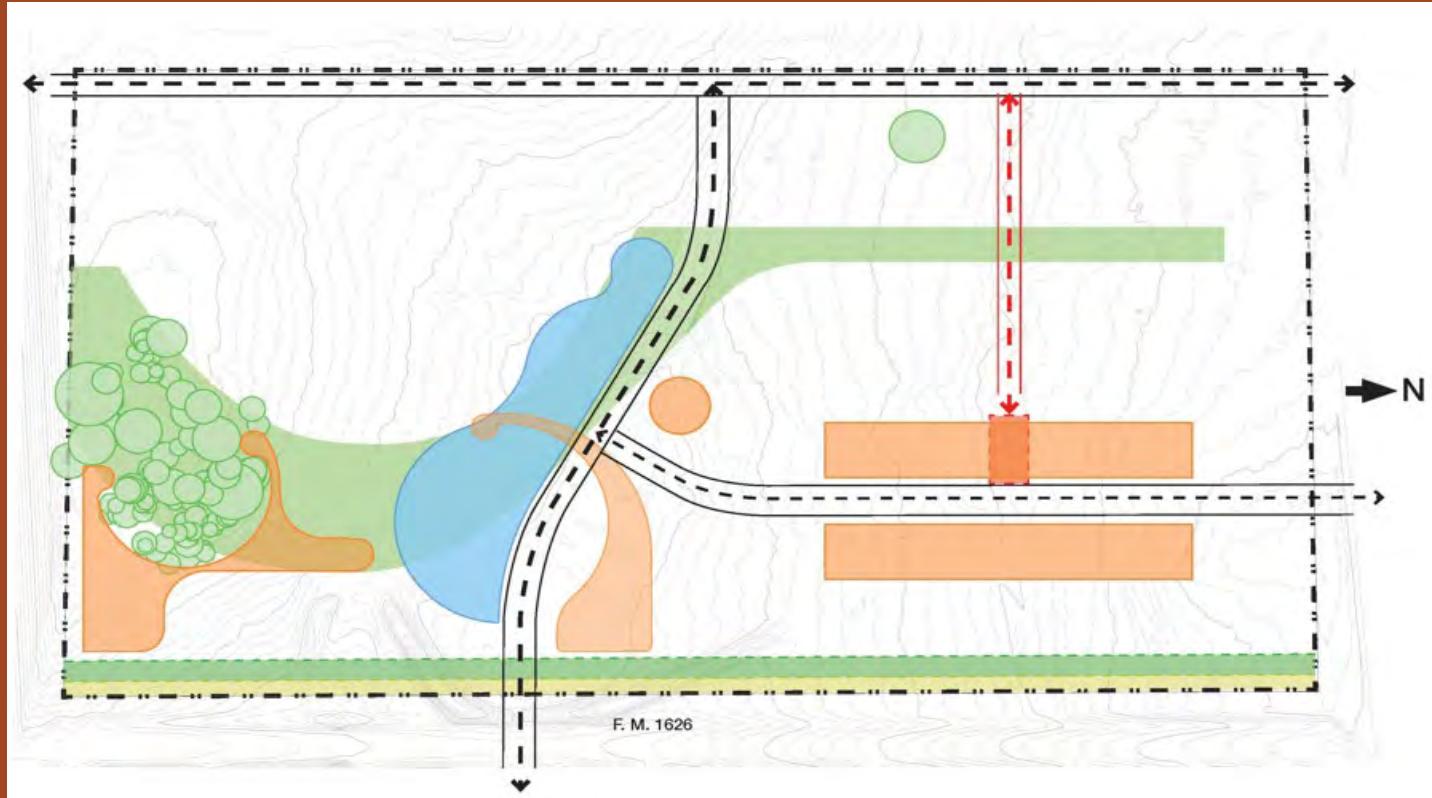
West Oak Site



Transportation Master Mobility Plan



Master Planning



- Cole Springs Road extension & North-South Road
- New Park and green areas
- Detention pond – water amenity
- Heritage and Signature Trees
- West Oak Avenue retail
- Signature retail buildings
- Family oriented entertainment use
- Rural Heritage setback
- FM 1626 reservation

West Oak Site Plan



What is West Oak?



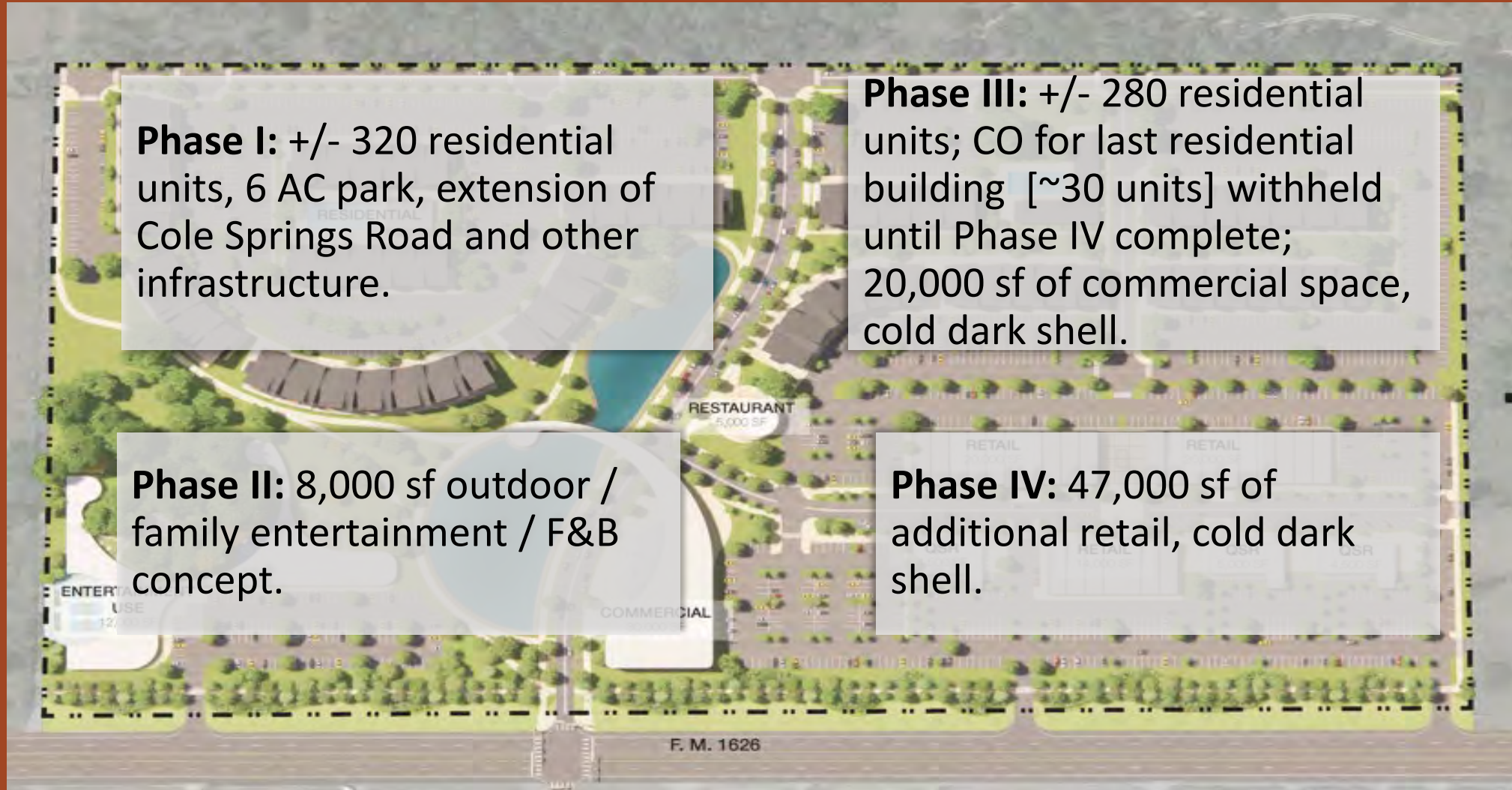
Phasing

Phase I: +/- 320 residential units, 6 AC park, extension of Cole Springs Road and other infrastructure.

Phase II: 8,000 sf outdoor / family entertainment / F&B concept.

Phase III: +/- 280 residential units; CO for last residential building [~30 units] withheld until Phase IV complete; 20,000 sf of commercial space, cold dark shell.

Phase IV: 47,000 sf of additional retail, cold dark shell.



Family Entertainment Use



- 8,000 sf
- Extended canopy system for indoor/outdoor effect
- Active area for outdoor activities – currently programmed for pickleball
- Full commercial kitchen

West Oak Avenue



- Pedestrian oriented “Main Street” retail
- 54,000 sf in-line center
- 25 to 35 establishments
- Drive-thrus also front on West Oak Avenue
- Curbside parking along West Oak Avenue

Amphitheater Building + Restaurant Building



- 30,000 sf on two levels
- Outdoor amphitheater, 150-200 seats
- Separate 5,000 sf circular restaurant building along Cole Springs Road
- Connects to park via pedestrian bridge

Residential



- First Phase: 320 units +/-
- Second Phase: 280 units +/-
- High Quality design and materials
- Needed density for retail
- 4 story; max. height = 60'
- Hidden by landscaping, buildings; 500' back from FM 1626
- Pays for infrastructure to start the project
- Meets Comprehensive Plan
- Parking: 25% carports



Residential



Traffic



- \$7m of improvements
- New traffic signal @ Cole Springs Road
- 4 Deceleration lanes
- New roads: Cole Springs Road & North-South Road
- Connectivity
- No negative impact on traffic
- Supports regional traffic plan

Park



- 6 AC park, privately maintained but useable by the public
- Preservation of a grove of over 100 trees
- A private recreational venue combining family entertainment with active outdoor facilities, such as pickle ball.
- 5000' liner feet of trails and pathways connecting to local and regional trails.

Trails



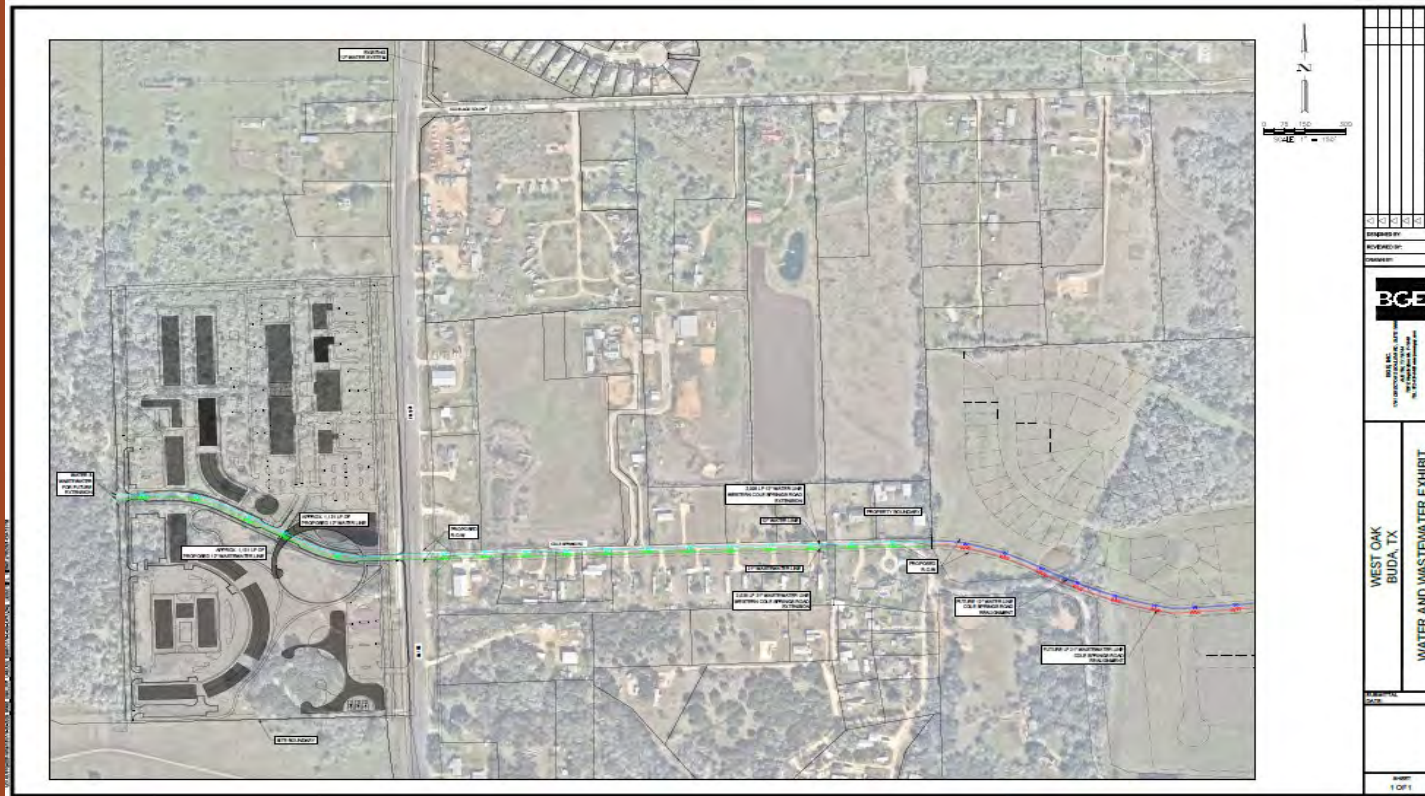
- Multi-use paths finish Type 1: 10' concrete path.
- Multi-use paths finish Type 2: 8' crushed stone.
- Pedestrian Path 1: 6' concrete, except on West Oak Avenue: 8' concrete.
- Pedestrian Path 2: 8' concrete.
- Pedestrian paths may be crushed stone in the park.

Impervious Cover, Water Quality & Water Control



- Meets COA and exceeds TCEQ criteria
- Wet pond with liner
- Re-irrigation system
- Secondary BMPs
 - Rain gardens
 - Pervious paving
- Condensate water from AC
- LID's

Wet Utility Connections to FM 1626



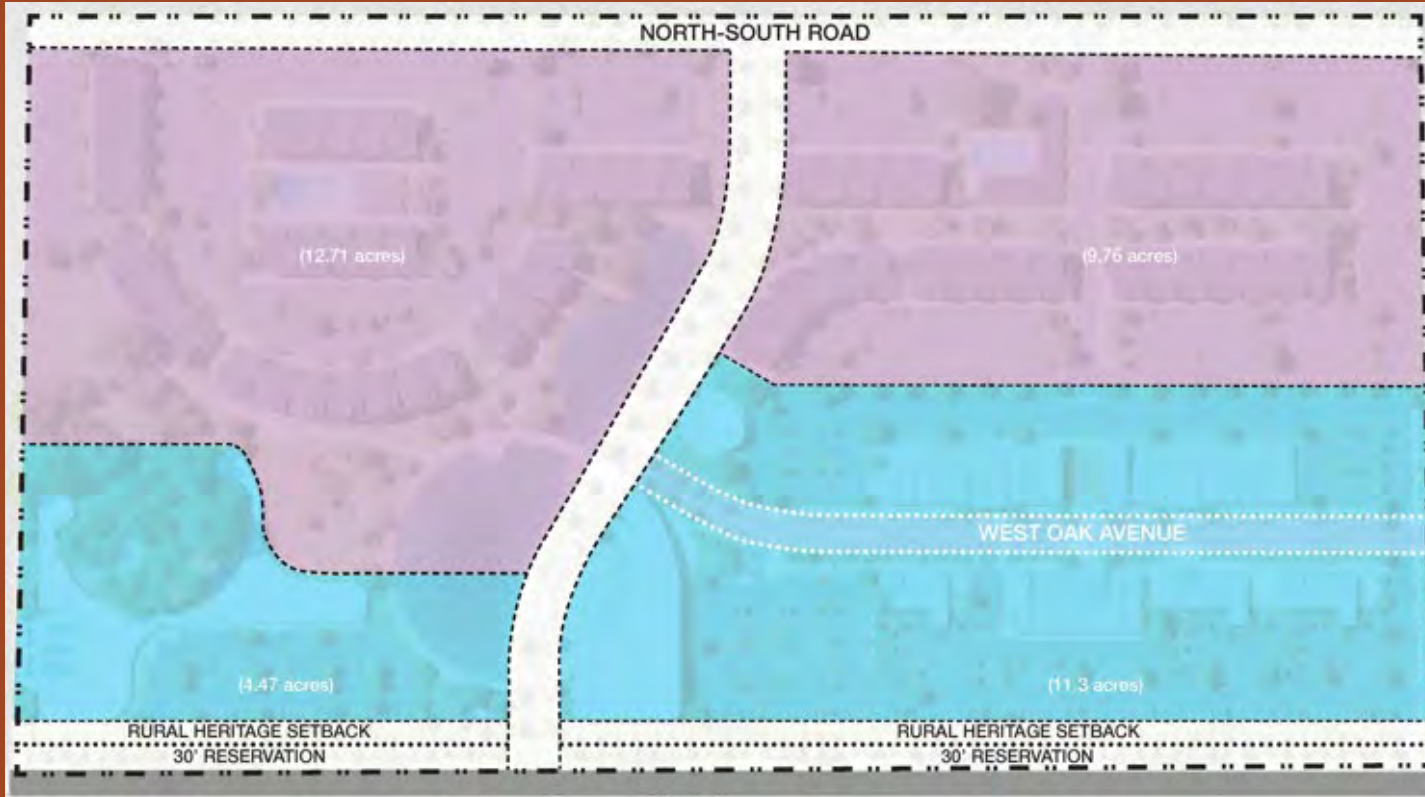
- According to DA terms with the City of Buda and also agreements with the Reserve
- West Oak to extend 2025' water and wastewater line from Reserve boundary to FM 1626 and through West Oak property for another 1092'

P&Z Items from 11/28



1. **Pervious pavers.** Added 5,000 sf of pervious paving at a location to be determined.
2. **Lighting height per the Rural Heritage Overlay.** Agreed to the lighting heights per the guidelines.
3. **Uses.** Removed: Animal Shelter or Pet Boarding (with Outside Yard/Kennels), Animal Veterinary Office or Grooming (with Outside Yard/Kennels), Automobile Service Garage (Minor), and Car Wash, Self Service.
4. **Impervious cover.** Reduced IC to 68% down from 69%.
5. **Materials on FM 1626.** Increased the stone % on the FM 1626 façade.
6. **Signage.** All other signage changes go through regular process.

Zoning Summary – Land Use



Land Use:

- 49% of site is committed to commercial or roads
- 51% of site is committed to residential
- 6+ AC for ROW and frontage
- 6 AC park
- Units / AC = 13.4 which is less than the 16 / AC per 2024 Comprehensive Plan update

Zoning Summary – Variances

West Oak provides a superior mixed-use design and master plan and offers multiple publicly available amenities, including a 6AC park. To do this, certain modifications are needed to the UDC via the PD:

- 1. Rural Heritage Overlay.** Relief from: pitched roofs, building siting, building materials, parking lot landscaping, signage, design, and sidewalk design. The 40' landscaped buffer is however maintained and counts toward open space.
- 2. Allowable Uses.** B2 zoning is used for FM 1626 frontage and F4 is used deeper within the property.
 - a. Most uses in B2 are allowed without special uses.
 - b. Multi-family residential up to 600 units is a permitted use.
 - c. Removed certain Animal Shelter and Automobile uses at P&Z suggestion.
 - d. Up to three [3] drive-thrus are permitted.
- 3. Parking.** Total parking provided for the site is over 1,600 spaces.
 - a. Modified parking: 1 bedrooms (BR) = 1.25 spaces / unit; 2 BR = 1.5 spaces / unit; 3 BR = 2 spaces / unit.
 - b. Retail parking has excess capacity of 300 spaces.
 - c. 60+ spaces along Cole Springs Road are for guest parking and for the park.
 - d. Covered and garage parking requirement is 25% carports instead of 75% covered and 50% garaged.

Zoning Summary – Variances

4. Building Design & Materials.

- a. Materials: 100% Class I Masonry replaced by 25% Class I and 25% Class II.
- b. FM 1626 façade for retail will have 50% Class I Masonry.
- c. Building height = 60' maximum.
- d. Minor relief is needed from Build-To-Zone requirements and Building Setbacks.
- e. Block length is addressed with trails and paths in certain instances.
- f. Parking allowed in front of buildings and setbacks altered in certain locations and where screened.

5. Perimeter Landscaping.

- a. Minor change needed to landscape buffers to reconcile UDC and F4 conflict.
- b. West Oak Avenue buildings are intentionally at the street to create a “Main Street” character.

6. Signage. Allow four monument signs to be 18' v. 12'. The rest of the signs will follow the normal process.

7. Water Quality/Impervious Cover. Water Quality and Impervious Cover requirements are addressed in the DA to protect the Edwards Aquifer. The Impervious Cover limit is raised by waiver to 68% from 15%.

Zoning Summary – Other Items

OTHER ITEMS

- 8. Trees.** Requests removal of 24 Signature Trees. All Heritage Trees remain. Will abide by mitigation or fee-in-lieu requirements.
- 9. Open Space.** 6AC park. Publicly accessible but privately maintained. 50% open space credit approved by Buda Parks Board on 5.17.23.
- 10. Transportation.** Adding Cole Springs Road extension and North/South Collector and a new traffic signal among \$7M of traffic improvements.
- 11. Streets.** Streets sections are based on the Transportation Master Mobility Plan and the UDC and are covered in Exhibit F of the PD.

2024 Comprehensive Plan & FM 1626 Corridor Study



Alignment with West Oak

- Mixed-use: commercial & residential & open space
- Placemaking
- Landscape setbacks
- Support infrastructure expansion
- Support local retail
- Walkable
- Extend street network
- Appropriate transitional density

West Oak Results and Deliverables



Results & Deliverables

- \$140M mixed-use investment in FM 1626 corridor
- 100,000+ sf of “Main Street”, walkable amenities
- \$88.8M of fiscal impact over 20 years
- 6 AC park
- \$7M of traffic improvements
- 100+ Signature & Heritage Trees saved
- Over 100 jobs



WEST OAK

BUDA, TEXAS

WEST OAK SITE



SITE PLAN

Total # of Units: 600 Units
Total Commercial Area: 115,000 sq.ft.











RESIDENTIAL - STREET FACADE

City of Buda Unified Development Code

☐ 2.09.09 Multi-Family Design.

2. All multifamily buildings must use four (4) or more of the following design element options.

a. Awnings/canopies on at least twenty-five (25) percent of exterior windows.

b. Balconies at least fifty (50) square feet in size.

c. Patios or porches of at least fifty (50) square feet in size.

d. Stoops at least two (2) feet tall by four (4) feet wide.

e. At least seventy-five (75) percent of windows contain decorative features such as multi-pane, curvilinear, arched design, or are enhanced with shutters, or a combination thereof.

f. At least seventy-five (75) percent of the units have views of a water feature, such as a fountain, pond, heavily wooded creek areas, or are located within one hundred (100) feet of such area (excludes swimming pools).

g. Others as approved by the Director of Planning.



RESIDENTIAL - STREET FACADE

City of Buda Unified Development Code

□ 2.09.09 Multi-Family Design.

4. Building Articulation.

- a. Walls (Horizontal Articulation). Walls visible from a public street shall have an offset of at least four (4) feet for every thirty (30) feet of wall plane.
- b. Roof Surface (Vertical Articulation). At least thirty (30)* percent of the roof surface shall be dormers or other architectural offsets.

*NOTE: 30% to be reduced to 25%



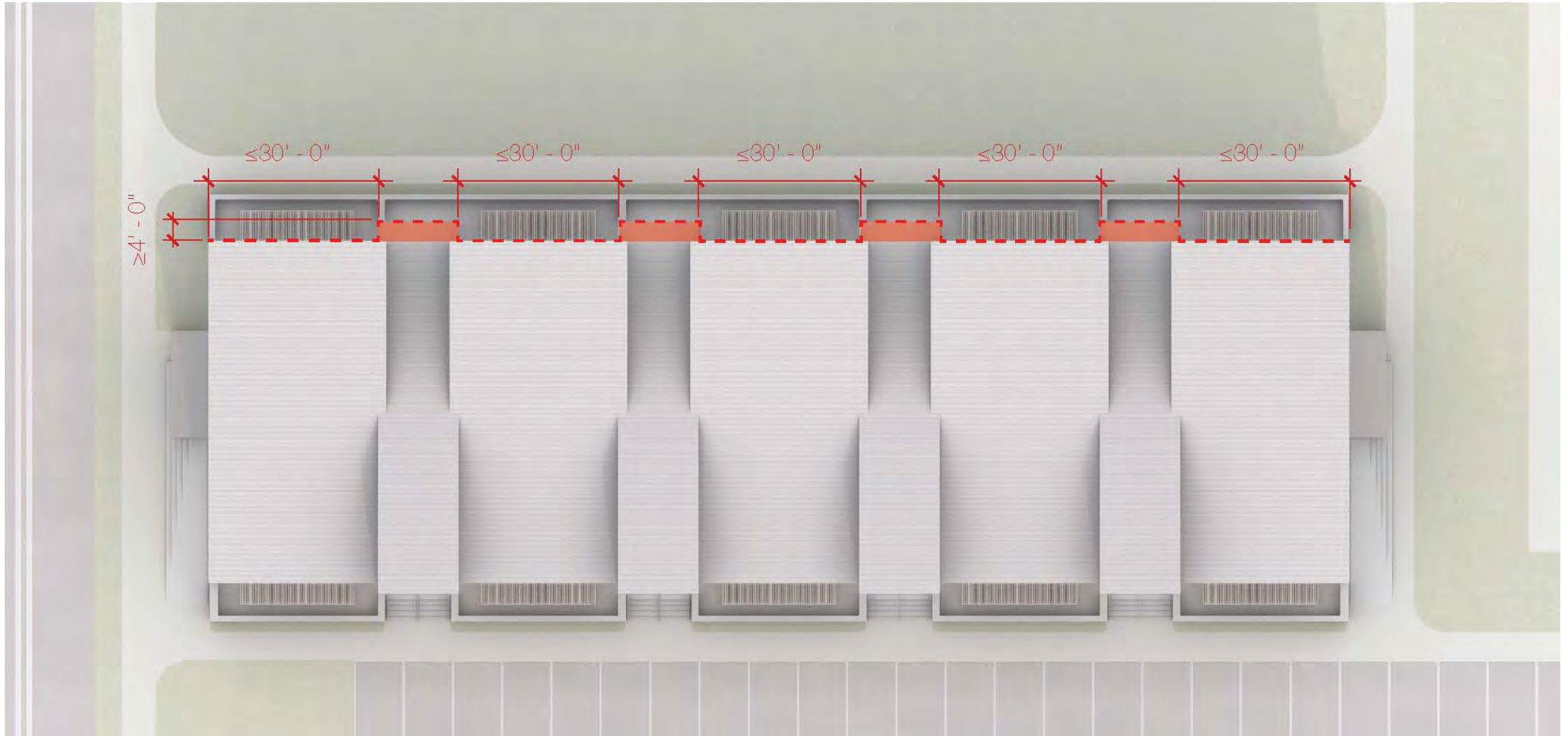
RESIDENTIAL

City of Buda Unified Development Code

☐ 2.09.09 Multi-Family Design.

4. Building Articulation.

- a. Walls (Horizontal Articulation). Walls visible from a public street shall have an offset of at least four (4) feet for every thirty (30) feet of wall plane.
- b. Roof Surface (Vertical Articulation). At least thirty (30) percent of the roof surface shall be dormers or other architectural offsets.



RESIDENTIAL - STREET FACADE



RESIDENTIAL - ENTRANCE FACADE

PATIO WALL

Color:

Gray/Beige

Material Options:

1. Natural Stone Bricks
2. Cultured Stone

ACCENT FACADE

Color:

Charcoal Gray/Black

Material Options:

1. Natural Stone Bricks
2. Cultured Stone

COPING/SIDE PANEL

Color:

Beige (color to match spandrel panels)

Material:

Painted Metal

SPANDREL PANEL

Color:

Neutral Yellow

Material Options:

1. Natural Wood Panel (Light Color Species/Finish)
2. Wood-Look Panel (Phenolic Resin Panels)
3. Painted Metal Panel
4. Natural Stone Slabs

ACCENT FACADE

Color:

Charcoal Gray/Black

Material Options:

1. Fiber Cement Siding
2. Stucco

MAIN FACADE

Color:

Off-White/Beige

Material Options:

1. Fiber Cement Siding
2. Lap Siding
3. Stucco

ENTRANCE

Color:

Charcoal Gray/Black with Wood/Beige accents

Material:

Painted Metal



RESIDENTIAL - STREET FACADE



RESIDENTIAL - STREET FACADE







WEST OAK AVENUE (MAIN STREET RETAIL)



WEST OAK AVENUE (MAIN STREET RETAIL)



WEST OAK AVENUE (MAIN STREET RETAIL)
City of Buda Unified Development Code

☐ 2.09.11 Nonresidential Design.

A. Purpose and Intent.

2. A building's floor area shall determine the minimum number of required design elements implemented in its construction as set forth in the table below.

Table 20. Required Minimum Number of Design Element Options	
Building Square Footage	Minimum Number of Design Elements
0 - 50,000 sqft	3
50,001 - 100,000 sqft	5
Over 100,001 sqft	7

D. Nonresidential Elements Options.

1. Following is a list of design elements that, based upon the size of a building (see 2 below), shall be incorporated into a building's design:

Table 19. Menu of Nonresidential Design Element Options	
#	Element
1	Canopies, awnings, or porticos
2	Overhangs
3	Recesses or projections
4	Arcades
5	Peaked roof forms
6	Arches
7	Outdoor patios
8	Display windows
9	Architectural details (e.g., tile work or moldings, integrated into the building facade)
10	Integrated planters or wing walls that incorporate landscape and sitting areas
11	Offsets, reveals, or projecting ribs used to express architectural or structural bays



WEST OAK AVENUE (MAIN STREET RETAIL)
City of Buda Unified Development Code

2.09.11 Nonresidential Design.

- G. Tripartite Building Design/Composition.
1. Buildings shall incorporate a tripartite building composition (base, middle and top).
 2. The tripartite shall be proportioned to the other elements of the tripartite and the overall structure.

Figure 46. Tripartite Building Design/Composition



SIGNAGE AREA

City of Buda Unified Development Code

WALL SIGN

HANGING SIGN



WEST OAK AVENUE (MAIN STREET RETAIL)



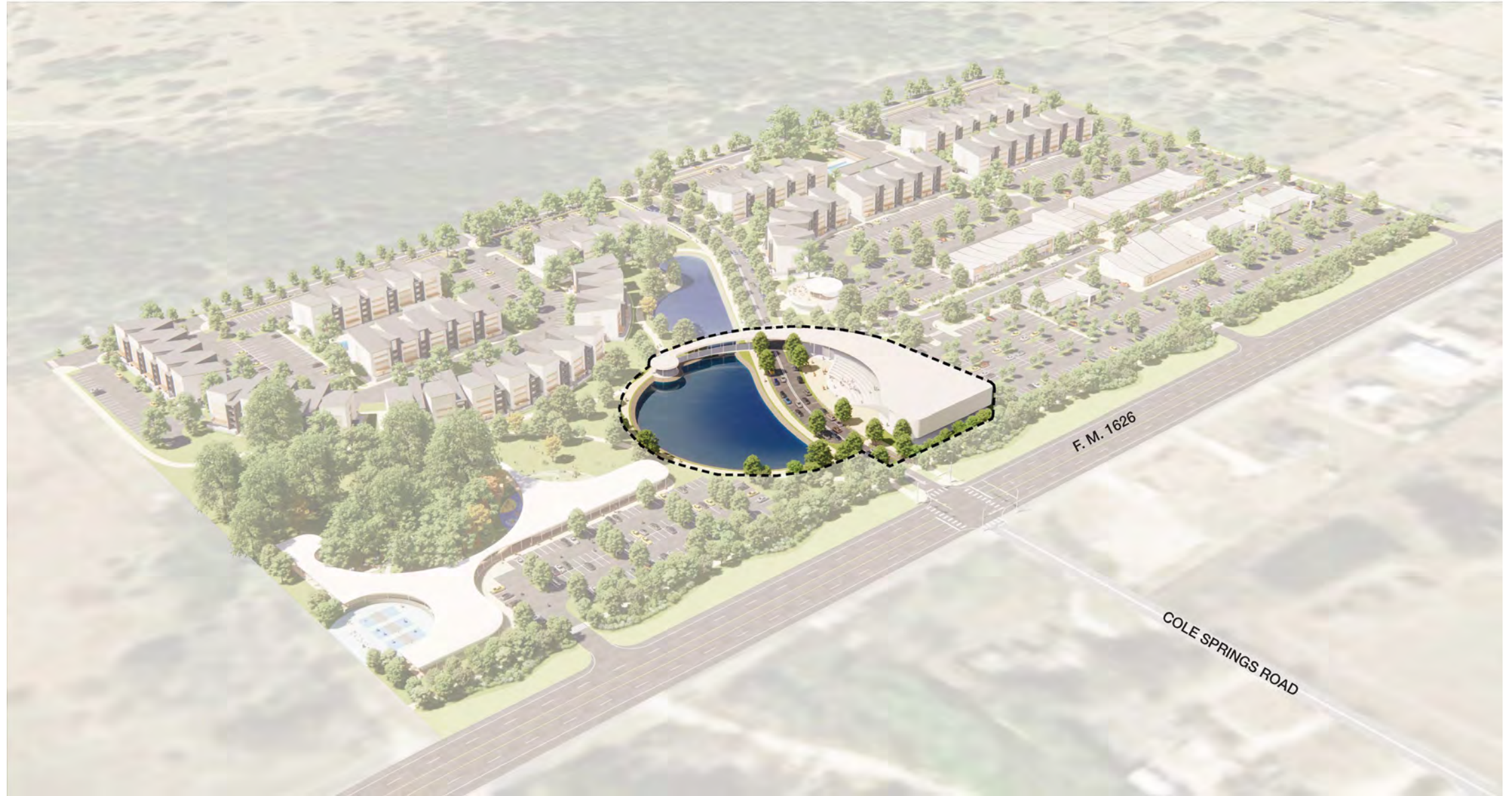




SCULPTURAL RECREATIONAL BUILDING













WEST OAK

BUDA, TEXAS