



**NOTICE OF MEETING OF THE
PLANNING AND ZONING COMMISSION
OF
BUDA, TX
6:30 PM - Tuesday, June 22, 2021
VIDEO CONFERENCE
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. VIDEO CONFERENCE

Please register to attend the online Meeting - June 22, 2021 at 6:30 PM CDT at:

<https://attendee.gotowebinar.com/register/2744881716402664972> Webinar ID 918-312-403

- After registering, you will receive a confirmation email containing information about joining the meeting.

- Attendees may call in to listen only.

- CALL-IN NUMBER (LONG DISTANCE) +1 (415) 655-0060 - ATTENDEE ID-muted 596-912-396

B. CALL TO ORDER

C. ROLL CALL

Chair Colin Strother

Vice-Chair Meghan McCarthy

Commissioner Henry Altmiller

Commissioner Jeff Cottrill

Commissioner Emily Jones

Commissioner Virginia Jurika

Commissioner David Nuckels

D. PUBLIC COMMENTS/PUBLIC TESTIMONY

OPPORTUNITY FOR PUBLIC COMMENT OR PUBLIC TESTIMONY:

Public Comment and Public Testimony will be recognized upon the Chairperson's announcement. When recognized, please state your name and address for the record.

An attendee has three options:

1) Access the webinar and use the "raise the hand" feature during the meeting.

2) Complete the online form for Virtual Public Comment / Public Testimony.

3) Use the email option at comments@ci.buda.tx.us. Please include the Council, or which Board/Commission name, and meeting date in subject line.

E. CONSENT AGENDA

E.1. [Approval of the Minutes of the regular Planning and Zoning Commission meeting held June 8, 2021.](#)

[Minutes from PZ 6.8.2021.pdf](#)

- E.2. Consideration and approval of the Final Plat of Elm Grove Elementary School, being 19.635 acres out of the Phillip J. Allen Survey No. 5, Hays County, Texas, and addressed as 801 FM 1826 Buda, TX 78610 (FP 20-12) (Senior Planner David Fowler)**

[Elm Grove Elem FP Staff Report 6-22-2021.pdf](#)

[FP 20-12-final plat elm grove elementary school-210504-sht 1.pdf](#)

[FP 20-12-final plat elm grove elementary school-210504-sht 2-signed.pdf](#)

- E.3. Consideration and approval of the Final Plat of Sunfield Light Industrial subdivision, being 78.49 +/- acres out of the Trinidad Varcinas Survey No. 9, Abstract No. 465 Hays County Texas, generally located west of Fire Cracker Drive, approximately 400 feet south of Main Street (FP 21-04) (Senior Planner David Fowler)**

[Sunfield Light Industrial Final Plat \(FP 21-04\) SR.pdf](#)

[Sunfield Light Industrial Final - 1445 Approval Letter - 6-1-21.pdf](#)

[SUNFIELD LIGHT INDUSTRIAL FINAL PLAT-18x24-FINAL PLAT \(SHEET 1 - 4\) \(00C\).pdf](#)

[2428 Partners LLC Shops at Sunfield DA 1st Amdmt 2019-0107.pdf](#)

[Shops at Sunfield - Development Agreement - Recorded \(2\).pdf](#)

F. WORKSHOP

- F.1. Workshop and presentation and possible action on the proposed 2021 bond referendum election (Deputy City Manager Micah Grau, Jeff Barton and Kara Buffington of Gap Strategies)**

[06.15.21 Buda City Council Brief 2 - BBAC.pdf](#)

[Buda City Council Update #2.pdf](#)

G. REGULAR AGENDA

- G.1. Deliberation and possible action regarding a request for a waiver of water quality regulations for Elm Grove Elementary School, a property located in the Edwards Aquifer Recharge zone, being +/- 19.635 acres of land out of the Phillip J. Allen Survey, and addressed as 801 FM 1626 (2021-249) (Senior Project Engineer Angela Kennedy)**

[2021-249-elm_grove impervious cover waiver.pdf](#)

[2021-249-elm_grove siteplan reference.pdf](#)

- G.2. Hold a public hearing, deliberation and possible action regarding proposed text amendments to Subsection 2.09.04 of the Buda Unified Development Code (UDC) (Director of Planning Melissa McCollum) [PUBLIC TESTIMONY]**

[UDC Amendments SR 06222021 update.pdf](#)

[Citizen ordinance amendments- Comments.pdf](#)

H. PLANNING DIRECTOR'S REPORTS

COVID-19, Developments, Engineering Department, Transportation Mobility and Master Plan, 2014 Bond Program, Capital Improvement Projects, Drainage Projects, Wastewater Projects, and Water Project, General/Special Election, 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, MFV Ad Hoc Committee, Road Projects, Status-Future Agenda Request (Planning Director Melissa McCollum)

I. COMMISSION REQUEST 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 June 18, 2021.

/s/ _____
Melissa M. McCollum, AICP
Planning Director / 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.



Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-360- #E.1

Contact: David Fowler

Subject: Approval of the Minutes of the regular Planning and Zoning Commission meeting held June 8, 2021.

- 1. Executive Summary**
- 2. Background/History**
- 3. Staff's review and analysis**
- 4. Financial Impact**
- 5. Summary/Conclusion**
- 6. Pros and Cons**
- 7. Alternatives**
- 8. Recommendation**

CITY OF BUDA
PLANNING AND ZONING COMMISSION REGULAR MEETING
(VIDEO CONFERENCE)
MEETING MINUTES
JUNE 8, 2021 - 6:30 PM.

A. VIDEO CONFERENCE

B. CALL TO ORDER

Chair Strother called the virtual meeting to order at 6:35 PM.

C. ROLL CALL

Chair Colin Strother	Present
Vice-Chair Meghan McCarthy	Present
Commissioner Henry Altmiller	Present
Commissioner Jeff Cottrill	Present
Commissioner Emily Jones	Present
Commissioner Virginia Jurika	Present
Commissioner David Nuckels	Present

D. PUBLIC COMMENTS/PUBLIC TESTIMONY

Public comments regarding the opposition of the "Persimmon" development: David Patterson, 16220 Remuda Trail, and comments via email by Lorraine Gerimine and Sindy Skinner.

E. CONSENT AGENDA

E.1. Approval of the minutes of the regular Planning and Zoning Commission meeting held May 15, 2021.

Commissioner Altmiller moved to approve the minutes with Vice-Chair McCarthy seconding. The motion carried 7-0.

Items E.2 and E.3 were pulled from the Consent Agenda and acted on separately

E.2. Consideration and approval of the Final Plat of Dahlstrom Middle School, being 27.427 acres out of the Phillip J. Allen Survey No. 5, Abstract No. 1, Hays County, Texas and addressed as 3600 FM 967, Buda, TX 78610 (FP 20-13)

David Fowler, Senior Planner, presented the case to the Commission. The site is in the City, and consists of 1 lot 27.427 acres for the current Dahlstrom Middle School. The plat was triggered by the site plan and building permit filed for the school's building expansion.. The Hays Central Appraisal District (HaysCAD) shows that it is not a currently platted lot and a recorded plat is required for issuance of the permits. The well on-site will continue to be used

and all current school operations will continue. Staff has reviewed the plat for conformance and recommended the plat for approval.

Vice-Chair McCarthy moved to approve the plat with Commissioner Jones seconding. The item passed 7-0.

E.3. Consideration and approval of the Preliminary Plat of Sunfield Light Industrial Subdivision, being 78.49 acres out of the Trinidad Varcinas Survey No. 9, Abstract No. 465, Hays County, Texas, generally located west of Fire Cracker Drive, approximately 400 feet south of Main Street (PP 20-20)

David Fowler, Senior Planner, presented the case to the Commission. The site is in the ETJ and is subject to the updated 2019, Shops at Sunfield Development Agreement. Water and wastewater through Goforth SUD and Sunfield MUD. Commissioners asked where Development Agreements reside, the exact location of the subject property and that it is outside of the City Limits where there are no land-use regulations. Staff reviewed the plat for conformance and recommended the plat for approval.

Applicant Chris Mase, Vice President of construction management for United Properties, does not have the exact businesses or tenants finalized but is actively engaging with possible users. The use was described as long-term storage to short-term storage, light manufacturing, and is fairly consistent with other light industrial areas.

Vice-Chair McCarthy moved to approve the plat with Commissioner Jones seconding. A roll call vote was taken, and six commissioners voted 'yes' with Commissioner Jurika opposing. The motion carried 6-1

F. REGULAR AGENDA

F.1. Hold a public hearing, deliberation, and possible action regarding a request to change the zoning from Extraterritorial Jurisdiction (ETJ) to Urban Residential (R-5) for the property known as The Emerson Subdivision, Block A, Lot 1, being 16.14 +/- acres and addressed as 950 FM 2001, Buda, TX 78610 (Z 21-03)

David Fowler, Senior Planner, presented the case to the Commission. The site is in the ETJ and is scheduled for an annexation hearing on June 15, 2021, at City Council. The Development Agreement was approved by City Council on October 3, 2018. 90 neighboring properties were notified as well as a sign was placed off FM 200. no negative responses were received.

Commissioners had questions regarding the difference in R4 and R5 zoning, the development agreement parking allowances, lack of parkland onsite, the acceptance of fees in lieu of tree mitigation, connectivity to Stonecrest Blvd, and emergency access to the site.

Commissioner Altmiller moved to approve the item with Vice-Chair McCarthy seconding. The motion carried 7-0.

G. PLANNING DIRECTOR'S REPORTS

COVID-19, Developments, Engineering Department, Transportation Mobility and Master Plan, 2014 Bond Program, Capital Improvement Projects, Drainage Projects, Wastewater Projects, and Water Project, General/Special Election, Grant Related Projects, Legislative Update, Library Projects, Main Street Program, Tourism Projects, Parks & Recreation Department, Historic Preservation Commission, Sustainability Commission, Road Projects, Status-Future Agenda Request (Planning Director Melissa McCollum

- Bailey Development would be presenting a Workshop to the P&Z Commission at a future meeting in June or July.
- Gap Strategies Bond Update/Discussion at the June 22, 2021 P&Z meeting
- Information on Porch at DuPre will be emailed
- Railroad Safety will be a future agenda item
- Dixon Resources Unlimited is hosting an Open House at City Hall Monday, June 14, 2021, 5 PM-7 PM

H. PLANNING AND ZONING COMMISSION REQUEST FOR FUTURE AGENDA ITEMS

- Request for signage updates regarding signs incorporated into buildings
- Any trainings that Commissioners can participate in to learn more about Boards and Commissions

I. ADJOURNMENT OF PLANNING AND ZONING COMMISSION

Vice-Chair McCarthy made a motion to adjourn the meeting, with Commissioner Cottrill seconding the motion. The motion carried 7-0, and the meeting was adjourned at 7:31 PM.

ATTEST:

Melissa McCollum, AICP Planning Director

Recording Secretary



Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-361- #E.2

Contact: David Fowler

Subject: Consideration and approval of the Final Plat of Elm Grove Elementary School, being 19.635 acres out of the Phillip J. Allen Survey No. 5, Hays County, Texas, and addressed as 801 FM 1826 Buda, TX 78610 (FP 20-12) (Senior Planner David Fowler)

- 1. Executive Summary**
- 2. Background/History**
- 3. Staff's review and analysis**
- 4. Financial Impact**
- 5. Summary/Conclusion**
- 6. Pros and Cons**
- 7. Alternatives**
- 8. Recommendation**



Planning and Zoning Commission Agenda Item Report

June 22, 2021

Contact – David Fowler, AICP, Senior Planner
512-312-5745 / dfowler@ci.buda.tx.us

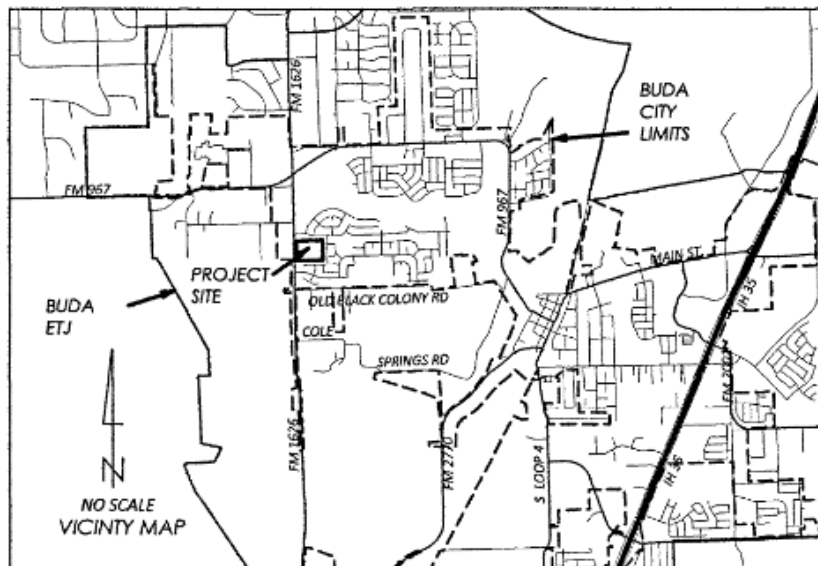
SUBJECT: CONSIDERATION AND APPROVAL OF THE FINAL PLAT OF ELM GROVE ELEMENTARY SCHOOL, BEING 19.635 +/- ACRES OUT OF THE PHILLIP J. ALLEN SURVEY NO. 5, HAYS COUNTY, TEXAS, AND ADDRESSED AS 801 FM 1626, BUDA, TX 78610 (FP 20-12).

1. BACKGROUND/HISTORY

This is the action item for considering approval of a final plat of Elm Grove Elementary School Subdivision. The subdivision is the site of an existing elementary school. The purposes of this plat are to create a platted lot for new building expansions. This plat also creates water line easements within the site. The plat is a requirement for the close-out of the site plan and the issuance of building permits.

Water and wastewater service are provided through the City of Buda. The site is mostly within the Edwards Aquifer Recharge Zone, except for a small area within the Contributing Zone within the Transition Zone in the northwest corner of the site. There is no FEMA flood plain on the site.

In addition to this Final Plat, Hays CISD is seeking an impervious cover waiver due to the site's location within the Edwards Aquifer Recharge Zone and the city's 15 percent impervious coverage limit within the Recharge Zone. This request will be addressed in a separate agenda item on the same meeting agenda.



2. FINDINGS/CURRENT ACTIVITY

This plat encompasses 1 lot, covering 19.635 acres, within the Buda city limits. The lot fronts on the east side of FM 1626. The property is bordered by the Elm Grove and Whispering Hollow subdivisions to the north, south, and east. The site is zoned R-2 (Suburban Residential). The site is also located within the Rural Heritage Overlay District.

Water and wastewater services are provided by the City of Buda. There are numerous utility easements noted on the plat designed to carry existing nearby utilities to the interior of the site.

3. FINANCIAL IMPACT

The site has or will generate permitting and site plan fees for the proposed campus expansion.

4. ACTION OPTIONS/RECOMMENDATION

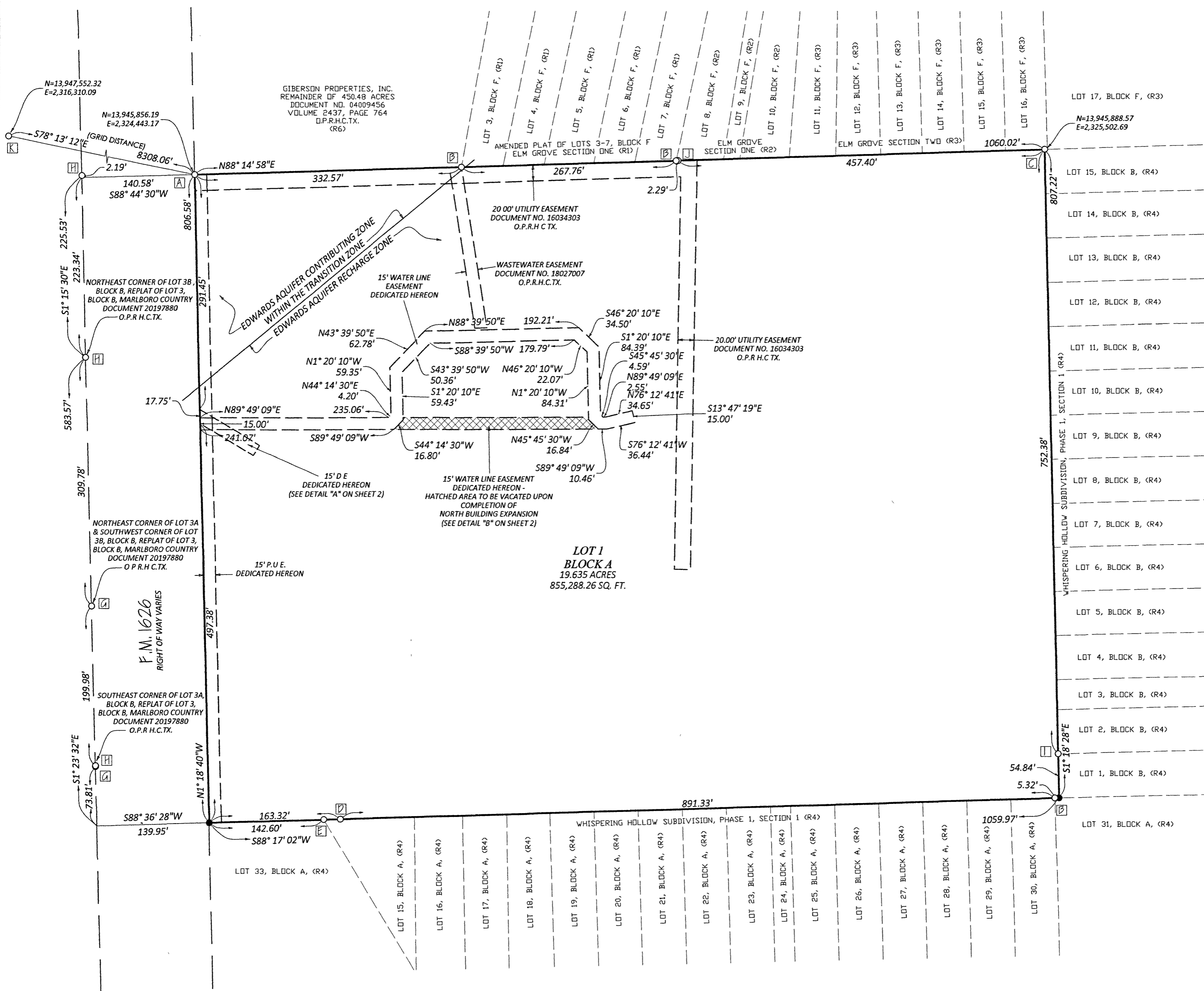
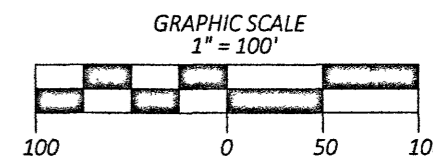
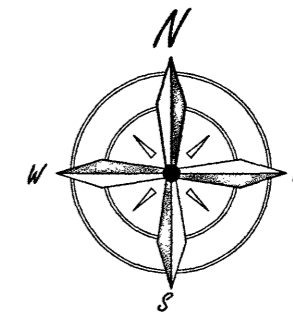
Staff recommends approval of this final plat as it is consistent with the requirements of the Unified Development Code (UDC).

5. ATTACHMENTS

Final Plat of Elm Grove Elementary Subdivision

FINAL PLAT OF ELM GROVE ELEMENTARY SCHOOL

BEING 19.635 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY NO. 5,
ABSTRACT NO. 1, CITY OF BUDA, HAYS COUNTY, TEXAS



LEGEND:
 D.E. = DRAINAGE EASEMENT
 P.U.E. = PUBLIC UTILITY EASEMENT
 P.R.H.C.TX. = PLAT RECORDS OF HAYS COUNTY, TEXAS
 O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

MONUMENT LEGEND / NOTES:
 ○ = FOUND MONUMENT AS DESCRIBED.
 ● = 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING" SET.
 [A] FOUND IRON ROD WITH CAP STAMPED "SAM".
 [B] FOUND 1/2" IRON ROD.
 [C] FOUND IRON ROD WITH ALUMINUM CAP STAMPED "KENT MCMILLAN 215".
 [D] FOUND IRON ROD WITH ALUMINUM CAP STAMPED "KENT MCMILLAN 213", 0.62' NORTH OF P.L.
 [E] FOUND IRON ROD WITH CAP - ILLEGIBLE.
 [F] FOUND HUB AND TACK.
 [G] FOUND IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING".
 [H] FOUND TXDOT CONCRETE MONUMENT.
 [I] FOUND IRON ROD WITH CAP - OBLITERATED.
 [J] FOUND IRON ROD WITH RED PLUG.
 [K] FOUND HAYS COUNTY MONUMENT NO. 62.

LINETYPE LEGEND:
 — = BOUNDARY
 - - - = EASEMENT
 - · - · = RIGHT OF WAY
 - · - · - · = ADJOINERS

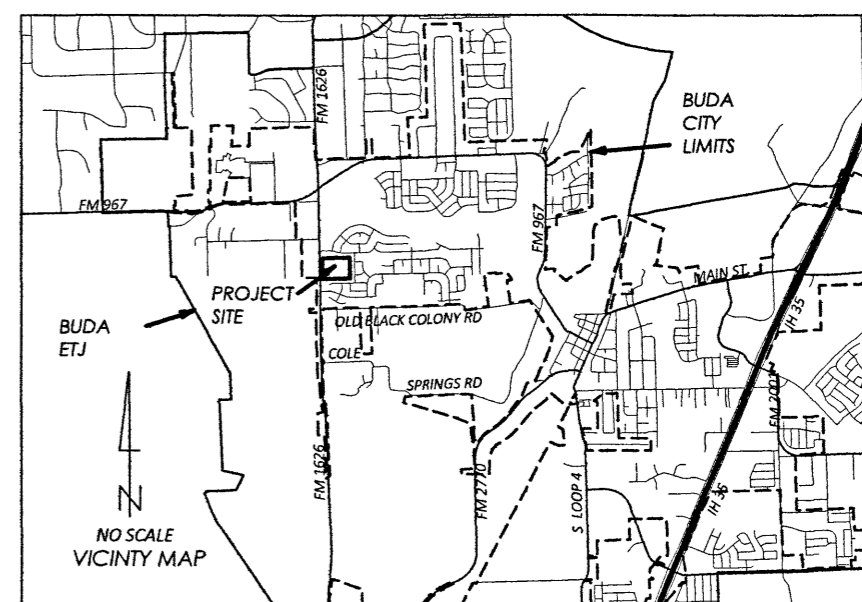
REFERENCE LEGEND:
 (R1) = AMENDED PLAT OF LOTS 3-7, BLOCK F ELM GROVE SECTION ONE, VOLUME 16, PAGE 357, P.R.H.C.TX.
 (R2) = ELM GROVE SECTION ONE, VOLUME 14, PAGE 152, P.R.H.C.TX.
 (R3) = ELM GROVE SECTION TWO, VOLUME 16, PAGE 97, P.R.H.C.TX.
 (R4) = WHISPERING HOLLOW SUBDIVISION, PHASE 1, SECTION 1, VOLUME 12, PAGE 64, P.R.H.C.TX.
 (R5) = DOCUMENT NO. 9810355, O.P.R.H.C.TX.
 (R6) = VOLUME 2437, PAGE 764, O.P.R.H.C.TX.
 (R7) = DOCUMENT NO. 16034303, O.P.R.H.C.TX.

GENERAL INFORMATION BLOCK:
 OWNER: HAYS INDEPENDENT SCHOOL DISTRICT
 ACRES: 19.635
 SURVEYOR: SPOT ON SURVEYING, INC.
 BLOCKS: 1
 LOTS: 1
 1ST SUBMITTAL DATE: JUNE 18, 2020
 PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1
 BENCHMARK: HAYS COUNTY MONUMENT H062
 ELEVATION = 814.41', NAVD88
 DEVELOPMENT LOTS: 19.635 ACRES
 DEVELOPMENT LOTS: 1

FLOOD PLAIN NOTE:
 NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NFIP FLOOD INSURANCE RATE MAP 48209C0280F, DATED SEPTEMBER 2, 2005, THIS TRACT FALLS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

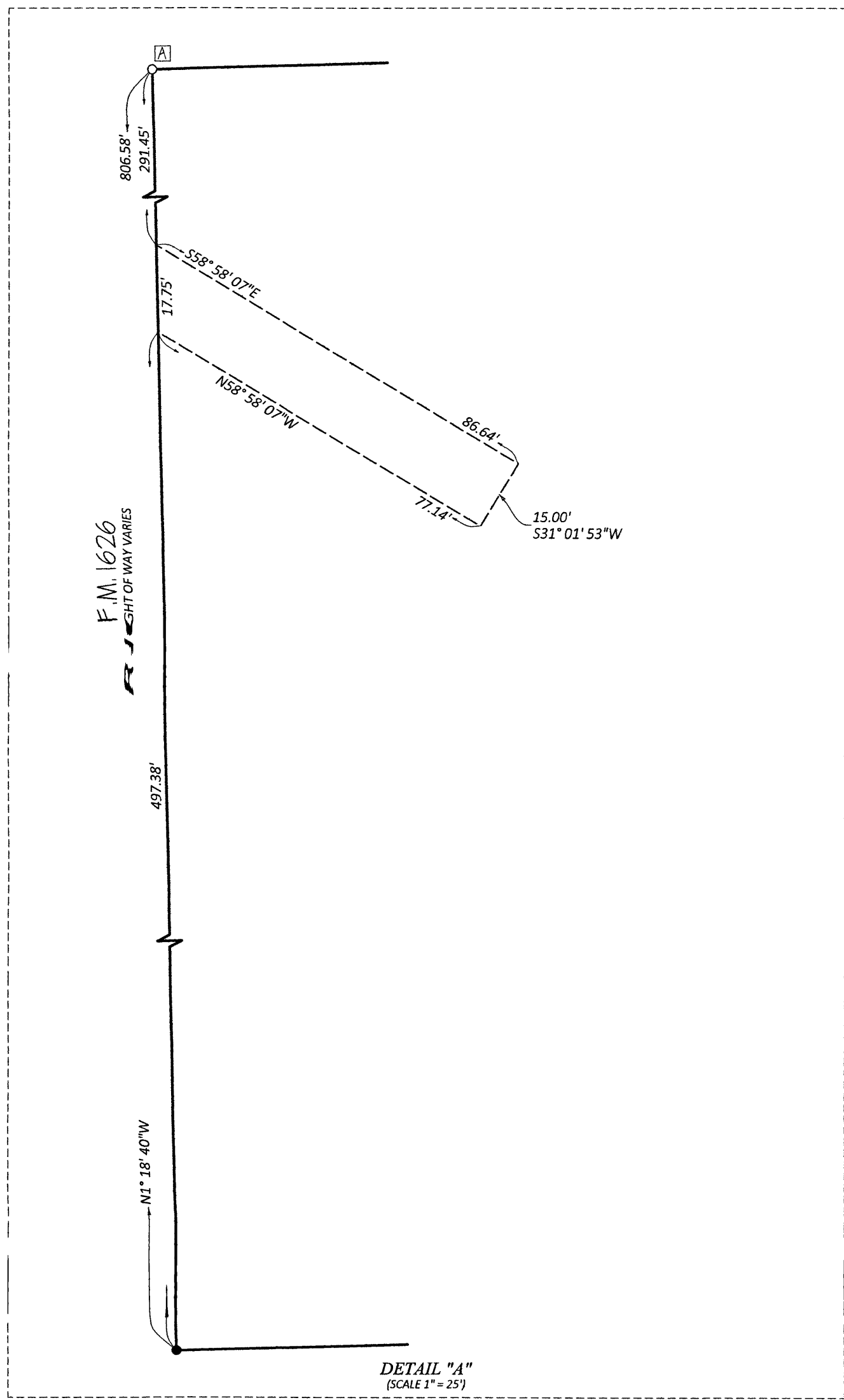
SURVEYORS NOTICE:
 ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

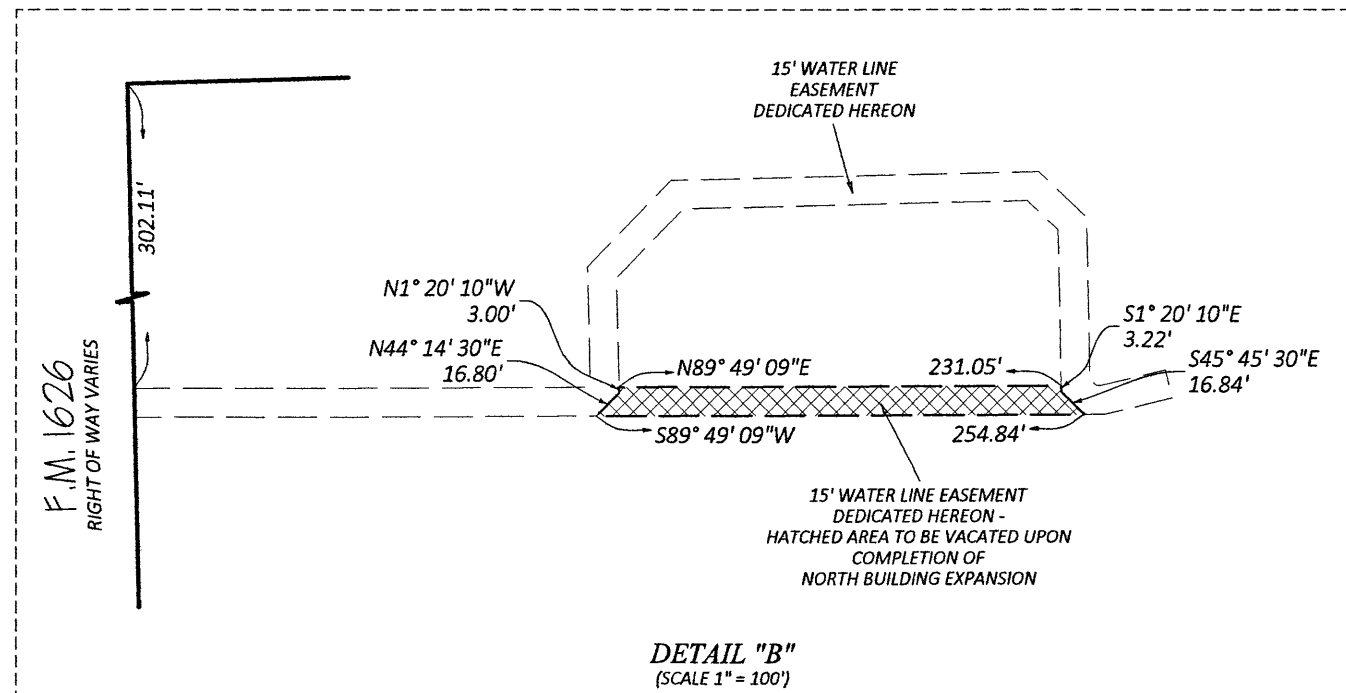


FINAL PLAT OF ELM GROVE ELEMENTARY SCHOOL

BEING 19.635 ACRES OUT OF THE PHILLIP J. ALLEN SURVEY NO. 5,
ABSTRACT NO. 1, CITY OF BUDA, HAYS COUNTY, TEXAS



DETAIL "A"
(SCALE 1" = 25')



DETAIL "B"
(SCALE 1" = 100')

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.

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

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (H.C.I.S.D.), OWNER OF A 19.635 ACRE TRACT OF LAND OUT OF THE PHILLIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1, IN HAYS COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CONVEYED TO US BY DOCUMENT NO. 9810355, RECORDED IN VOLUME 1415, PAGE 608, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, EXCEPT THAT 0.365 ACRE TRACT CONVEYED TO HAYS COUNTY, TEXAS BY DEED RECORDED AS DOCUMENT NO. 15036248, IN VOLUME 5373, PAGE 560, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, FOR RIGHT OF WAY PURPOSES, DO HEREBY SUBDIVIDE SAID 19.635 ACRES TO BE KNOWN AS:

FINAL PLAT OF ELM GROVE ELEMENTARY SCHOOL

AS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED AND NOT RELEASED.

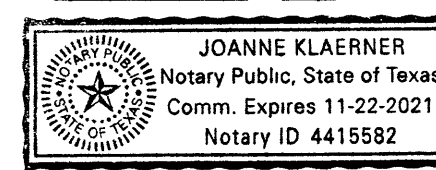
Esperanza Onosco 3-1-2021
Esperanza Onosco, REPRESENTATIVE DATE
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
21003 I.H.-35, KYLE, TEXAS 78640

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, *Esperanza Onosco*, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24 DAY OF March, 2021, A.D.

Joanne Klaerner
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



CITY CERTIFICATION:

THIS FINAL PLAT OF ELM GROVE MIDDLE SCHOOL HAS BEEN SUBMITTED TO AND APPROVED ON BEHALF OF THE CITY COUNCIL OF THE CITY OF BUDA ON THE ___ DAY OF ___, 20__.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF ___, 20__, A.D.

ALICIA RAMIREZ, CITY CLERK
CITY OF BUDA, TEXAS

STATE OF TEXAS § KNOWN ALL MEN BY THESE PRESENTS
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 ___, 20__ A.D., AT ___ O'CLOCK ___ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NUMBER ___, O.P.R.H.C.TX.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE ___ DAY OF ___, 20__, A.D.

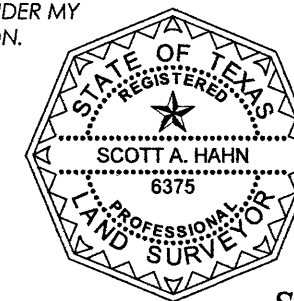
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Scott A. Hahn 4/8/2021
DATE

SCOTT A. HAHN
TEXAS REGISTRATION NO. 6375
SPOT ON SURVEYING
614 JERRY'S LANE
BUDA, TX. 78610
TBPLS FIRM NO.: 10193894



SOS J/N: 0013-19-001

ESD NOTE:
THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY ESD #8 AND ESD #2.

GENERAL NOTES:

1. THIS SUBDIVISION FALLS WITHIN THE CITY OF BUDA.
2. THIS SUBDIVISION LIES WITHIN THE HAYS INDEPENDENT SCHOOL DISTRICT.
3. PEDERNALES ELECTRIC HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THESE PUBLIC UTILITY EASEMENTS CLEAR. PEDERNALES ELECTRIC WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE 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.
5. A SITE DEVELOPMENT PERMIT ISSUED BY THE CITY OF BUDA SHALL BE REQUIRED PRIOR TO THE DEVELOPMENT ON THESE LOTS.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE, AND THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE.
7. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF BUDA ZONING ORDINANCE REQUIREMENTS.
8. UTILITY SERVICES:
ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE, INC.
WATER - CITY OF BUDA
WASTEWATER - CITY OF BUDA
9. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2017 BUDA UNIFIED DEVELOPMENT CODE AND MAINTAINED BY THE CITY OF BUDA.
11. A 15' PUBLIC UTILITY EASEMENT WILL BE PROVIDED ALONG STREETSIDE PROPERTY LINES.
12. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
13. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NFIP FLOOD INSURANCE RATE MAP 48209C0280F, DATED SEPTEMBER 2, 2005. THIS TRACT FALLS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).



Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-362- #E.3

Contact: David Fowler

Subject: Consideration and approval of the Final Plat of Sunfield Light Industrial subdivision, being 78.49 +/- acres out of the Trinidad Varcinas Survey No. 9, Abstract No. 465 Hays County Texas, generally located west of Fire Cracker Drive, approximately 400 feet south of Main Street (FP 21-04) (Senior Planner David Fowler)

- 1. Executive Summary**
- 2. Background/History**
- 3. Staff's review and analysis**
- 4. Financial Impact**
- 5. Summary/Conclusion**
- 6. Pros and Cons**
- 7. Alternatives**
- 8. Recommendation**



Planning and Zoning Commission Agenda Item Report

June 22, 2021

Contact – David P. Fowler, AICP, Senior Planner
512-312-5745 / dfowler@ci.buda.tx.us

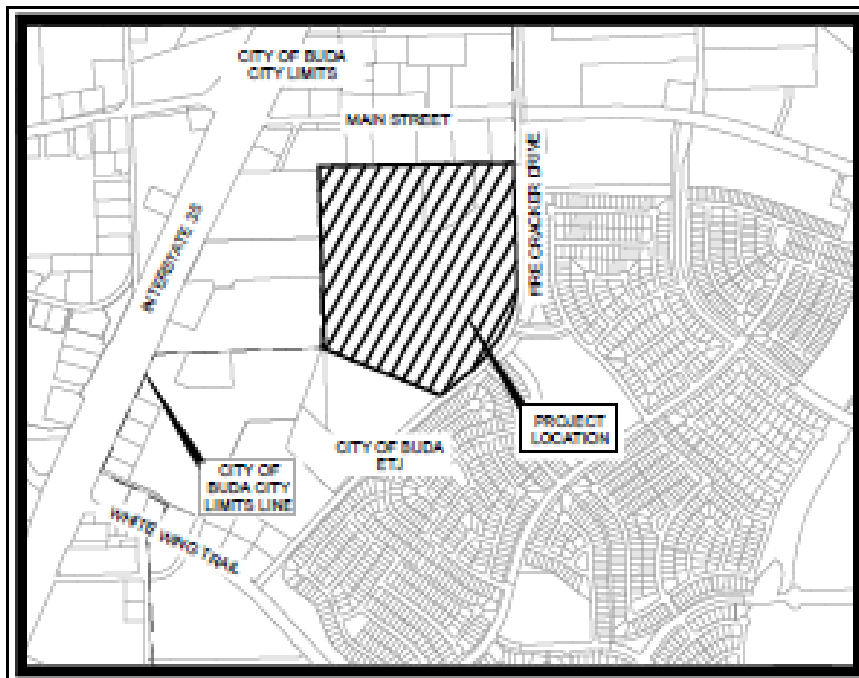
SUBJECT: CONSIDERATION AND APPROVAL OF THE FINAL PLAT OF SUNFIELD LIGHT INDUSTRIAL SUBDIVISION, BEING 78.49 +/- ACRES OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465, HAYS COUNTY TEXAS, GENERALLY LOCATED WEST OF FIRE CRACKER DRIVE, APPROXIMATELY 400 FEET SOUTH OF MAIN STREET (FP 21-04).

1. BACKGROUND/HISTORY

This is the action item for considering approval of the Sunfield Light Industrial Final Plat.

Water and sewer service are provided through the Sunfield Municipal Utility District (MUD). Sunfield MUD is responsible for road maintenance, though the city reviews and approves infrastructure plans.

The Preliminary Plat (PP 20-20) was approved at the June 8, 2021 Planning and Zoning commission meeting.



2. FINDINGS/CURRENT ACTIVITY

The plat covers 78.49 acres, along Fire Cracker Drive just south of Main Street. The proposed layout contains six (6) lots, in order to create a light industrial and office park. The parent site has just over 2,547 feet of frontage on Fire Cracker Drive and is 1793' deep on its north property line.

The site is on the west side of Fire Cracker Drive between Overpass Road and Main Street. The site is in the Buda ETJ and is subject to the Shops at Sunfield Development Agreement. The Development Agreement specifies permitted land use types, building materials, parking requirements, and other elements, effectively serving as the zoning ordinance for that area. For anything not specified in the development agreement, the agreement refers to the current version of the UDC and the 2006 version, depending on the section.

The site does not have any FEMA flood plain, but there is a small pond on the site. The site drains from south to north, resulting in the location of the drainage lots along the northeast corner of the Firecracker Road frontage

Water service will be provided by the Sunfield MUD through Goforth SUD. Wastewater service will be provided by the Sunfield MUD. As a result of the project, the sewer main will be extended along Firecracker to just short of Main Street at the edge of the ETJ.

Hays County has reviewed and approved the plat under the terms of the City's 1445 agreement with the county and issued an approval letter.

3. FINANCIAL IMPACT

The subdivision will generate plat, site plan review and building permit fees. Additionally, the City of Buda has building plan review and building inspection authority in the Shops at Sunfield, generating fees from those processes.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends approval of the Sunfield Light Industrial Final Plats as submitted June 18, 2021.

5. ATTACHMENTS

Final Plat of Sunfield Light Industrial Subdivision
Hays County 1445 Approval Letter
Shops at Sunfield Development agreements



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

June 1st, 2021

David P. Fowler
Senior Planner
City of Buda

Re: Sunfield Light Industrial, Final (PLN-1720-NP)

Mr. Fowler,

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

OWNER:
SUNFIELD DEVELOPMENT LLC,
16380 ADDISON ROAD
ADDISON, TEXAS 75001
PH: (214) 578-3103
CONTACT: SCOT WHITWER

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (512) 418-1771 FAX: (512) 418-1791
CONTACT: BRIAN J. PARKER, P.E.

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
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.

FINAL PLAT SUNFIELD LIGHT INDUSTRIAL

78.814 ACRES OUT OF THE
T. VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

CALLLED 29.97 ACRES
JOHNSON SPECIAL LAND, L.T.D.
SPECIAL WARRANTY DEED
VOL. 2468, PAGE 77
OPRHC

CALLLED 35.000 ACRES
AUSTIN 35 ASSURANCE, LLC
SPECIAL WARRANTY DEED
VOL. 3784, PAGE 860
OPRHC

CALLLED 10.00 ACRES
BUDA SCHOOL DEVELOPMENT LLC
DOC# 20058074
OPRHC

LEGEND
IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
PRHC = PLAT RECORDS OF HAYS COUNTY, TEXAS
OPRHC = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
OPRTC = OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
— BOUNDARY LINE
- - - EASEMENT LINE
- · - · - · SIDEWALK

BENCH MARK LIST
TBM #301 "PK-NAIL WITH WASHER" SET ON NW CORNER OF INLET AT THE WEST SIDE OF FIRE CRACKER DRIVE ±732' SOUTH OF MAIN STREET. ELEVATION = 700.66 FEET (AS SHOWN)
TBM #302 "PK-NAIL WITH WASHER" SET ON SW CORNER OF INLET AT THE WEST SIDE OF FIRE CRACKER DRIVE ±535' SOUTH OF SUNDOWN AVE. ELEVATION = 714.23 FEET (AS SHOWN)

LINE TYPE LEGEND

---	EASEMENT LINE
---	BUILDING LINE
W	WATER LINE
SS	SANITARY SEWER LINE
---	STORM SEWER LINE
---	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
---	FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

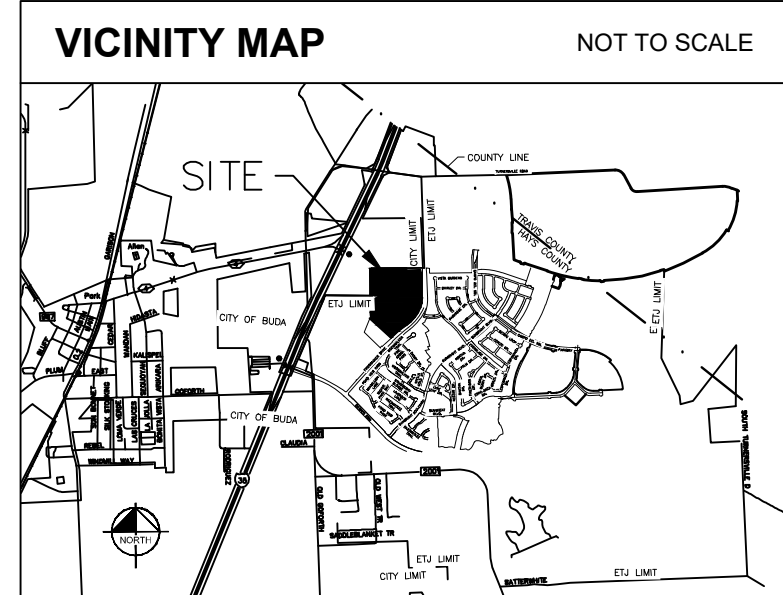
LOT TABLE

LOT NO.	ACRES	SQ. FT.	LOT TYPE
1	38.669	1,684,410	LIGHT INDUSTRIAL
2	18.936	824,858	LIGHT INDUSTRIAL
3	8.641	376,403	LIGHT INDUSTRIAL
4	8.306	361,826	LIGHT INDUSTRIAL
5	2.920	127,203	POND
6	1.342	58,438	POND

TYPE	NO. OF LOTS	ACREAGE OF LOTS
DEVELOPED LOTS	4	74.552 AC
DEDICATED GREEN SPACE LOTS	0	0
DEDICATED RIGHTS OF WAY	0	0
WATER QUALITY AND DETENTION	2	4.262 AC
TOTAL LOTS AND ACREAGE	6	78.814 AC

SITE INFORMATION
TOTAL ACRES: 78.814 ACRES
GREEN SPACE: 21.47 ACRES
LAND USE: LIGHT INDUSTRIAL
ZONING: N/A (ETJ)

PLAT INFORMATION
PROPERTY OWNER: SUNFIELD DEVELOPMENT LLC.
TOTAL DEVELOPMENT ACRES: 78.814 ACRES
ENGINEER: LUKE W. CARAWAY, PE
SURVEYOR: JOHN G. MOSIER, RPLS
NUMBER OF LOTS: 6
NUMBER OF DEVELOPED LOTS: 6
NUMBER OF BLOCKS: 1
BLOCK: A
CENTERLINE LINEAR FOOTAGE OF ALL NEW PUBLIC STREETS: 0
NUMBER OF CONNECTIONS TO EXISTING STREETS: 0
NUMBER OF STUB STREETS TO ADJACENT PROPERTIES TO BE CREATED: 0
MAIN COLLECTORS: 70' ROW
SUBMITTAL DATE: 03/18/2021
ENCOMPASSING LAND SURVEY:
T. VARCINAS SURVEY NO. 9,
ABSTRACT NO. 465, HAYS COUNTY, TEXAS

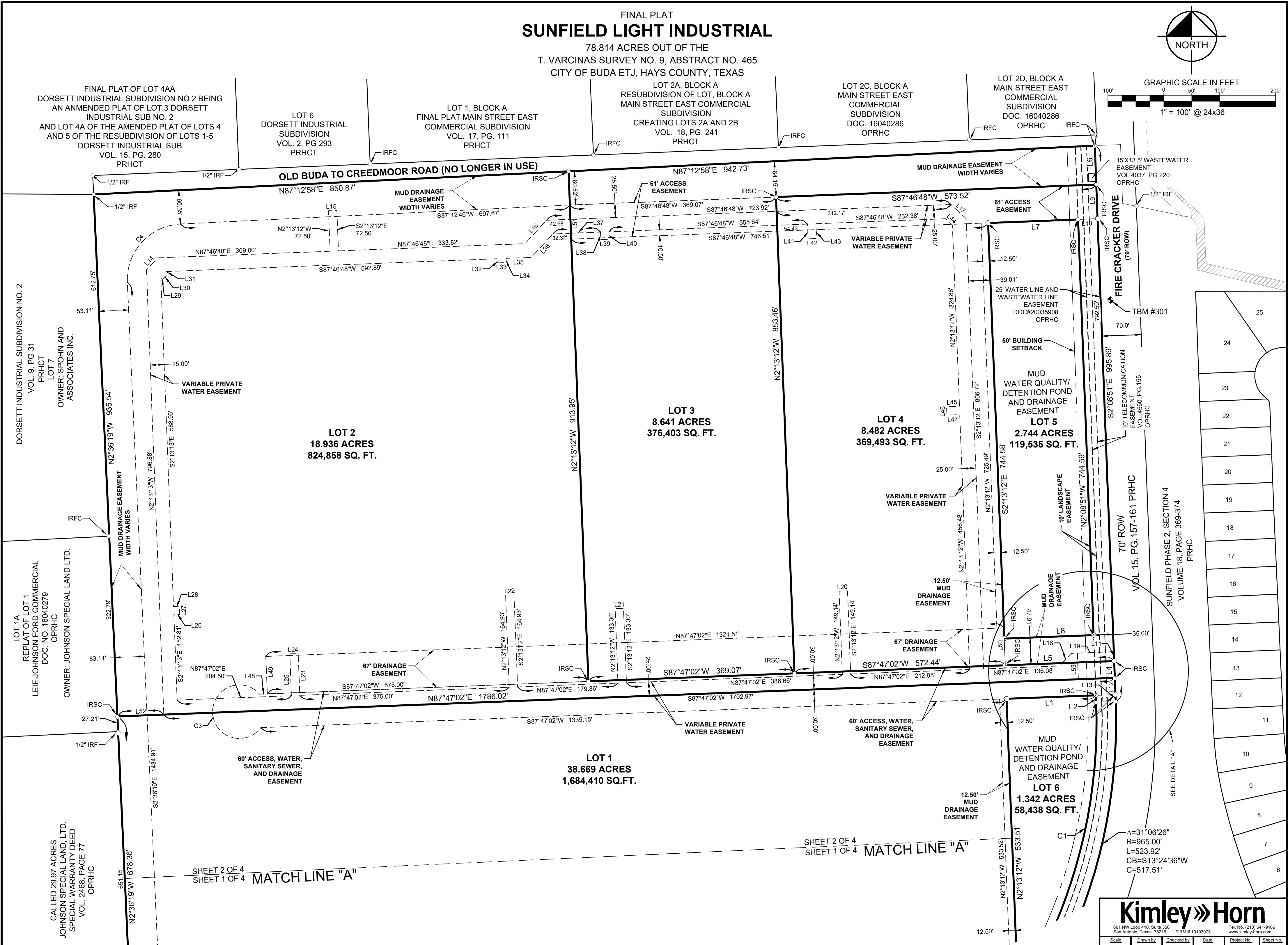
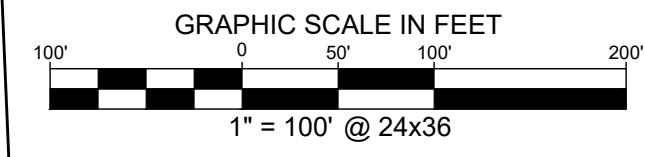
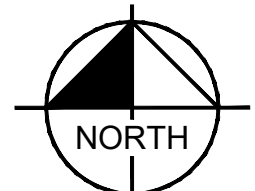


Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/24/2021	069284600	1 OF 4

FINAL PLAT
SUNFIELD LIGHT INDUSTRIAL

78.814 ACRES OUT OF THE
 T. VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
 CITY OF BUDA ETJ, HAYS COUNTY, TEXAS



Kimley»Horn

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/24/2021	069284600	2 OF 4

THE STATE OF TEXAS)
COUNTY OF _____)

FINAL PLAT
SUNFIELD LIGHT INDUSTRIAL
78.814 ACRES OUT OF THE
T. VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

PLAT NOTES:

THAT SUNFIELD DEVELOPMENT LLC, WHICH ADDRESS IS 16380 ADDISON ROAD, ADDISON TEXAS 75001, AND _____, OWNER OF 78.814 ACRES OF LAND, LOCATED IN THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, CITY OF BUDA, HAYS COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED FROM 2428 PARTNERSHIP, L.P. IN VOLUME 2596, PAGE 239-244, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 78.814 ACRES OF LAND TO BE KNOWN AS "SUNFIELD LIGHT INDUSTRIAL", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND PUBLIC EASEMENTS SHOWN HEREON.

- 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 MUD NO. 1 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 THE 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.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF BUDA STANDARDS, ARE REQUIRED ALONG ALL STREETS. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE OR A FEE-IN-LIEU PAID PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS OR PAY THE FEE-IN-LIEU, MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. NO. 1.
- 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 CHAPTER SEVEN THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SITE 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.
- DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT AND OPEN CHANNEL.
- 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.
- NO DRIVEWAY CONSTRUCTED ON THIS LOT SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED AND B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, OR C) A PERMIT FOR USE OF THE TXDOT ROADWAY RIGHT OF WAY HAS BEEN ISSUED.
- SUNFIELD LIGHT INDUSTRIAL IS LOCATED WITHIN THE HAYS CONSOLIDATED ISD, AND HAYS COUNTY EMERGENCY SERVICES DISTRICT #2, AND #8.
- SIDEWALKS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2017 CITY OF BUDA UNIFIED DEVELOPMENT CODE
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PREDEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, 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.
- ACCORDING TO COMMUNITY PANEL NO. 48209C0280F AND 48209C0285F, DATED SEPTEMBER 02, 2005 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), THE SUBJECT TRACT IS LOCATED WITHIN ZONE "X" (UN-SHADED) WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," COMMONLY KNOWN AS THE 500-YEAR FLOODPLAIN. ZONE "X" (UN-SHADED) IS OUTSIDE OF ANY FEMA ESTABLISHED FLOOD HAZARD ZONE. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE ANY LIABILITY ON THE PART OF KIMLEY-HORN OR THE UNDERSIGNED.
- SETBACKS SHALL BE IN ACCORDANCE WITH THE 2017 BUDA UNIFIED DEVELOPMENT CODE.
- THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION ON 6/8/21.
- THIS SUBDIVISION IS SUBJECT TO THE SHOPS AT SUNFIELD DEVELOPMENT AGREEMENT, AS AMENDED.
- THIS PROJECT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
- THIS PLAT LIES WHOLLY WITHIN THE BOUNDARIES OF SUNFIELD MUD, #1 THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BUDA, AND HAYS COUNTY.
- ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- THE DRAINAGE FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF BUDA 2004 UNIFIED DEVELOPMENT CODE.
- NO BUILDING OR OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS WILL BE ISSUED BY THE CITY OF BUDA, TEXAS, FOR CONSTRUCTION WITHIN THIS SUBDIVISION UNTIL SUCH TIME AS ALL PUBLIC IMPROVEMENTS OF THE SUBDIVISION HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE APPLICABLE AUTHORITY OR AGENCY OR THE GUARANTEE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS REQUIRED BY THE CITY OF BUDA 2004 UNIFIED DEVELOPMENT CODE HAS BEEN ACCEPTED BY THE CITY.
- OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE DRAINAGE EASEMENTS, RESERVES, CHANNELS AND FACILITIES IS VESTED IN SUNFIELD MUD #1.

SUNFIELD DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: IHP SF INVESTMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

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 _____
ON _____ BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I, THE UNDERSIGNED, PRESIDENT OF SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1 REQUIREMENTS AND CERTIFY THAT SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1 HEREBY ACCEPTS ALL EASEMENT(S) GRANTED TO SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1 PURSUANT TO THIS SUBDIVISION PLAT.

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1
BY: _____
KINDRA POAGE, PRESIDENT, BOARD OF DIRECTORS

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

THE STATE OF TEXAS
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED NOTARY, THIS _____ DAY OF _____, 2021, BY KINDRA POAGE, PRESIDENT OF THE BOARD OF DIRECTORS OF SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, ON BEHALF OF SAID POLITICAL SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SIGNATURE _____

THE STATE OF TEXAS)
COUNTY OF _____)

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

I, ALICIA RAMIREZ, CITY CLERK OF THE CITY OF BUDA, HEREBY CERTIFY THAT THE ABOVE FOREGOING PLAT OF SUNFIELD LIGHT INDUSTRIAL 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.

NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0285F DATED SEPTEMBER 02, 2005.

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

Luke W. Caraway
LUKE W. CARAWAY, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 125677
KIMLEY-HORN AND ASSOCIATES, INC.
2600 VIA FORTUNA TERRACE I, SUITE 300
AUSTIN, TX 78746



ALICIA RAMIREZ, TRMC, CPM
CITY OF BUDA CITY CLERK

STATE OF TEXAS)
COUNTY OF HAYS)

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.

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

WITNESS MY HAND THIS 18 DAY OF June, 2021.

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

John G. Mosier
JOHN G. MOSIER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6754
KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410
SAN ANTONIO, TX 78216



ELAINE HANSON CARDENAS,
HAYS COUNTY CLERK

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.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M., INTERIM HAYS COUNTY
FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

UTILITY PROVIDERS:
WATER: GOFORTH WATER SUPPLY CORPORATION
WASTEWATER: SUNFIELD MUD NO. 3
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE

DRIVEWAY PERMIT NOTE

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-8166
www.kimley-horn.com

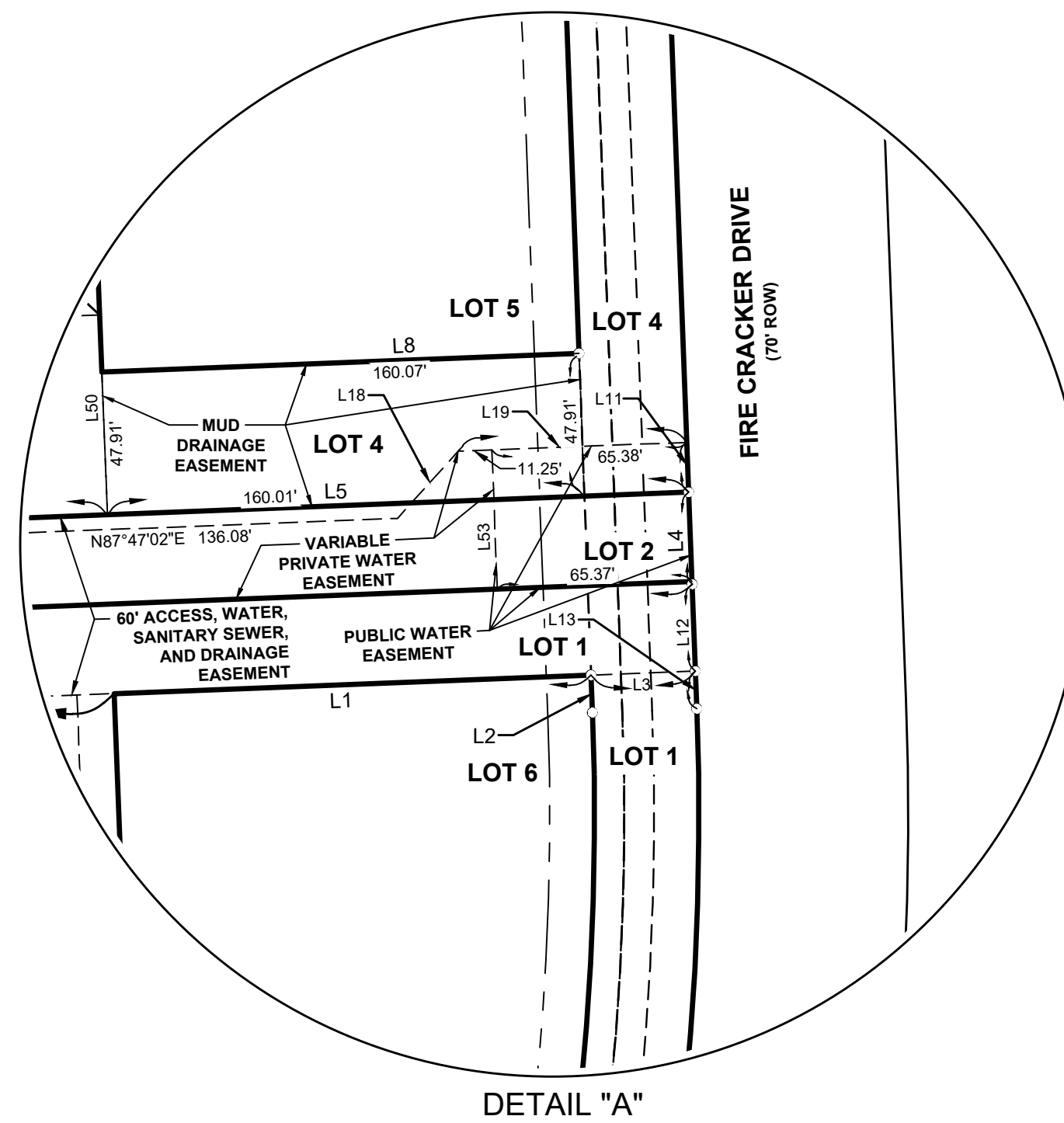
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/24/2021	069284600	3 OF 4

FINAL PLAT
SUNFIELD LIGHT INDUSTRIAL

78.814 ACRES OUT OF THE
 T. VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
 CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S87°47'02"W	159.94'	L41	N02°13'12"W	26.50'
L2	N02°08'51"W	12.54'	L42	S87°46'48"W	15.00'
L3	N87°47'02"E	35.00'	L43	S02°13'12"E	26.50'
L4	N02°08'51"W	30.00'	L44	N47°13'12"W	16.43'
L5	N87°47'02"E	195.01'	L45	N87°46'48"E	23.00'
L6	N02°08'51"W	69.80'	L46	N02°13'12"W	15.00'
L7	S87°46'48"W	161.01'	L47	S87°46'48"W	23.00'
L8	S87°47'02"W	160.07'	L48	S87°47'02"W	13.64'
L9	S02°08'51"E	61.00'	L49	N02°13'12"W	67.00'
L10	S87°46'48"W	35.00'	L50	S02°13'12"E	67.00'
L11	S02°08'51"E	16.72'	L51	N02°13'12"W	61.00'
L12	S02°08'51"E	30.00'	L52	S87°47'02"W	83.05'
L13	S02°08'51"E	12.59'	L53	S02°08'51"E	46.72'
L14	S42°46'48"W	28.99'			
L15	S87°46'48"W	15.00'			
L16	S42°46'48"W	57.28'			
L17	N47°13'12"W	37.14'			
L18	S42°15'38"W	30.44'			
L19	S87°47'02"W	76.63'			
L20	N87°46'48"E	15.00'			
L21	N87°46'48"E	15.00'			
L22	N87°46'48"E	15.00'			
L23	S02°13'12"E	74.91'			
L24	N87°45'02"E	15.00'			
L25	N02°13'12"W	74.90'			
L26	S87°46'48"W	10.43'			
L27	S02°13'12"E	15.00'			
L28	N87°46'48"E	10.43'			
L29	N47°11'09"W	4.14'			
L30	S42°48'51"W	15.00'			
L31	S47°11'09"E	4.15'			
L32	N02°13'12"W	7.50'			
L33	S87°46'48"W	15.00'			
L34	S02°13'12"E	7.50'			
L35	S87°46'48"W	45.18'			
L36	S42°46'48"W	57.28'			
L37	S87°46'48"W	85.18'			
L38	N02°13'12"W	13.36'			
L39	S87°46'48"W	15.00'			
L40	S02°13'12"E	13.36'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	31°06'26"	930.00'	504.92'	N13°24'36"E	498.74'
C2	1°55'03"	1435.00'	48.03'	N29°55'20"E	48.02'
C3	282°38'08"	48.00'	236.78'	S02°12'58"E	60.00'
C4	89°49'05"	100.00'	156.76'	S42°18'14"W	141.20'



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/24/2021	069284600	4 OF 4

**First Amendment to Development Agreement
(The Shops at Sunfield Development)**

This First Amendment to Development Agreement (The Shops at Sunfield Development) (this "Amendment") is made and entered into as of the 7th day of January, 2019 (the "Effective Date"), by and between the City of Buda, Texas, a Texas municipal corporation (the "City") and 2428 Partners LLC, a Texas limited liability company ("2428"). The City and 2428 are sometimes hereinafter referred to individually as "Party," and collectively as the "Parties." The Parties agree as follows:

Purposes and Consideration

WHEREAS, the City is a home-rule municipality located in Hays County, Texas.

WHEREAS, on December 23, 2011, 2428 Partners, L.P. filed a Certificate of Conversion of a Limited Partnership Converting to a Limited Liability Company with the Texas Secretary of State converting 2428 Partners, L.P. to 2428 Partners LLC.

WHEREAS, 2428 currently owns that certain 88.817 acre parcel of land (the "Parcel") more particularly described in Exhibit A-1 to this Amendment incorporated herein as if set forth in full, which is located in the extraterritorial jurisdiction of the City;

WHEREAS, the Parcel is subject to that certain Development Agreement (The Shops at Sunfield Development) (the "Development Agreement") effective November 8, 2006, recorded under document number 70022494 and in Book Volume 3220, Page 308 of the Official Public Records of Hays County, Texas;

WHEREAS, 2428 may develop the Parcel with one or more light industrial buildings, as permitted by the Development Agreement;

WHEREAS, the City and 2428 wish to amend the Development Agreement to clarify the development regulations and types of buildings permitted on the Parcel;

WHEREAS, the City's Unified Development Code Section 3.03.12(B)(1)(a) authorizes an applicant to seek an amendment of the Development Agreement;

WHEREAS, under Section 4.01(d) of the Development Agreement, the Parties have the right to amend the Development Agreement as to the portion the property affected by and described in such agreement of amendment;

WHEREAS, the City, through the City Manager and/or the Director of Planning, has the authority to approve the Amendment under Section 3.03.12(B)(4) of the Unified Development Code without written, published, or posted notice; and

WHEREAS, the City finds that the Amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City, and is consistent with the Comprehensive Plan;

NOW THEREFORE, the City and 2428, in consideration of the Premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

ARTICLE I
Amendment of Development Standards

1.01 Capitalized Terms. The capitalized terms used herein shall have the same meaning ascribed to them in the Development Agreement.

1.02 Governing Development Regulations. The Development Standards governing the Parcel set forth in Exhibit F of the Development Agreement are hereby modified and restated as provided by Exhibit "F-1" to this Amendment, which is incorporated herein as if set forth in full. All other Governing Regulations applicable to the Property set forth in Section 1.03 of the Development Agreement shall remain in place. The Parties intend no amendment to the Governing Regulations of the Development Agreement with respect to any portion of the Property not lying within the Parcel.

ARTICLE II
Miscellaneous

2.01 Vested Rights. This Amendment does not amend or alter 2428's vested rights under Paragraph 4.03 of the Development Agreement.

2.02 Notices. Any notice to be given to 2428 under the Development Agreement or this Amendment shall also be addressed to:

2428 Partners LLC
c/o Sunfield Scarborough, LLC its authorized agent
c/o Ryan Burkhardt
16380 Addison Rd.
Addison, Texas 75001
972-380-5900
rburkhardt@landmarkinterests.com

2.03 Entire Agreement. The Development Agreement and this Amendment, together with any exhibits attached hereto, constitute the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written understandings or representations of the Parties with respect to the subject matter herein contained.

2.04 Severability. If any sentence, section, subsection, clause, phrase, part or provision of the Development Agreement, this Amendment or Exhibit F-1 hereto be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect the same shall not affect any other provisions of the Development Agreement or this Amendment as a whole, or any part thereof, other than the part declared to be invalid, illegal or unenforceable.

2.05 Authority. The City represents and warrants that this Amendment has been approved and duly adopted by the City in accordance with all applicable requirements and that the individual executing this Amendment on behalf of the City is authorized to do so. 2428 represents and warrants that this Amendment has been approved by appropriate action of 2428 and that the individual executing this Amendment on behalf of 2428 has been authorized to do so. 2428 further represents and warrants that the lienholder of record, if any, with respect to the Parcel has consented to this Amendment and Exhibit F-1 hereto.

2.06 Assignment. 2428 may assign the Development Agreement, including this Amendment, to any entity or affiliate that acquires all or any portion of 2428's interest in the Parcel.

2.07 Recordation. Pursuant to the requirements of Section 212.172(f) of the Local Government Code, this Amendment shall be recorded in the Official Public Records of Hays County, Texas. This Amendment shall be binding upon: (a) the Parties; (b) the Parties' assignees; (c) the Parcel; and (d) future owners of all or any part of the Parcel. Notwithstanding the foregoing, however, this Amendment shall not be binding upon, and shall not constitute an encumbrance of title as to, any end-buyer of a fully developed and improved lot within the Parcel except for land use and development regulations that apply to specific lots.

2.08 Counterpart Originals. This Amendment may be executed in counterparts, each of which shall be deemed an original.

EXECUTED as of the date or dates set forth below and effective for all purposes as of the Effective Date.

[Signature pages to follow]

CITY OF BUDA

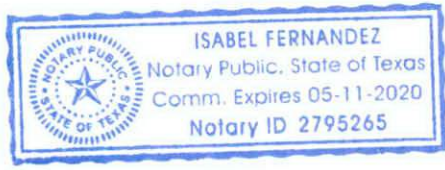
By: K.R. Williams
Kenneth Williams, City Manager

Attest: Alicia Ramirez
Alicia Ramirez, City Clerk



STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on January 17, 2019, by Kenneth Williams of the City of Buda, a Texas municipal corporation, on behalf of said corporation.



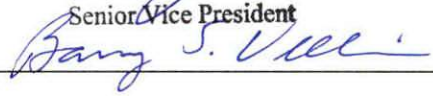
Isabel Fernandez
Notary Public in and for the State of Texas

Printed or Typed Name of Notary

2428 PARTNERS LLC,
a Texas limited liability company

By: 

C. Blaine Peterson
Senior Vice President

By: 

Barry S. Villines
Chief Financial Officer

Clifford W. Peterson
Vice President

Tom S. Wilson
Chief Financial Officer

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.

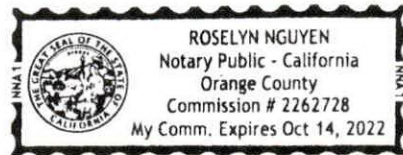
State of California)
County of orange)

On January 7, 2019 before me, Roselyn Nguyen, Notary Public, personally appeared C. BLAINE PETERSON AND BARRY S. VILINES who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



(Seal)

**First Amendment to Development Agreement
Exhibit A-1
Description of Light Industry Parcel**

METES AND BOUNDS

DESCRIPTION OF A

88.817 ACRE TRACT OF LAND

A Metes and Bounds description of an 88.817 acre (3,868,850 square feet) tract of land located in the T. Vardnas Survey No. 9, Abstract No. 465, Hays County, Texas; being a portion of that certain tract called 362.110 acres in Instrument to 2428 Partners, LP in Volume 2566, Pages 235-244, Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING, at a ½ inch iron rod with cap found at the intersection of the southerly right of way line of Old Buda to Creedmoor Road (width by occupation - no longer in use) and the westerly right of way line of County Road 118 - Fire Cracker Drive (70 feet wide); said rod being the most westerly-northwest corner of Sunfield Phase One Section Three, plat of which is recorded in Volume 15, Page 157-161, Official Public Records of Hays County; same marking the northeasterly corner of said 362.110 acre tract;

THENCE, along the westerly right-of-way line of said Fire Cracker Drive (70 feet wide), same being the westerly line of said Sunfield Phase One Section Three, the following seven (7) courses and distances:

1. South 2°08'51" East, 995.89 feet to a ½ inch iron rod found for the point of curvature;
2. In a southwesterly direction, along a tangent curve to the right, a central angle of 31°06'26", a radius of 965.00 feet, a chord bearing and distance of South 13°24'36" West, 517.51 feet, and a total arc length of 523.92 feet to a ½ inch iron rod with "KHA" cap set for a point of curvature;
3. In a southwesterly direction, along a tangent compound curve to the right, a central angle of 23°56'56", a radius of 1470.00 feet, a chord bearing and distance of South 40°56'17" West, 609.98 feet, and a total arc length of 614.44 feet to a ½ inch iron rod found for a point of curvature;
4. In a southwesterly direction, along a tangent reverse curve to the left, a central angle of 7°09'54", a radius of 5030.00 feet, a chord bearing and distance of South 49°19'48" West, 628.60 feet, and a total arc length of 629.01 feet to a ½ inch iron rod found with cap for a corner;
5. South 45°44'51" West, 461.10 feet to a ½ inch iron rod with "KHA" cap set for a point of curvature;
6. In a southwesterly direction, along a tangent curve to the left, a central angle of 3°16'16", a radius of 1035.00 feet, a chord bearing and distance of South 44°06'43" West, 59.08 feet, and a total arc length of 59.09 feet to a ½ inch iron rod with cap found for a corner;
7. South 42°28'35" West, 11.64 feet to a ½ inch iron rod with cap found for the easterly corner of that certain 5.810 acre tract conveyed to Buda Huntington Partners, LTD. in a Special Warranty Deed described in Volume 3794, Page 84 Official Public Records of Hays County, and the southerly corner of herein described tract;

THENCE, North 47°36'51" West, 756.64 feet, along the northeasterly line of said 5.810 acre tract to a ½ inch iron rod with "KHA" cap set for corner on the southeasterly line of that certain 35.000 acre tract conveyed to Austin 35 Assurance, LLC. In a Special Warranty Deed described in Volume 3794, Page 860 Official Public Records of Hays County, and from which a ½ inch iron rod with cap found for the most easterly-southeasterly corner of said 35.000 acre tract bears: South 18° 35' 44" West, 110.23 feet;

THENCE, North 18°35'58" East, 561.74 feet to a ½ inch iron rod found for the northeasterly corner of said 35.000 acre tract, and the southeasterly corner of that certain 29.97 acre tract conveyed to Johnson Special Land, LTD. in a Special Warranty Deed described in Volume 2468, Page 77 Official Public Records of Hays County;

THENCE, North 2°36'19" West, at a distance of 651.15 feet passing a ½ inch iron rod found for the northeasterly corner of said 29.97 acre tract, at a distance of 350.00 feet passing a ½ inch iron rod with cap found for the northeasterly corner of Lot 1A, Replat of Lot 1 Leif Johnson Ford Commercial, as described in Document No. 16040279 Official Public Records of Hays County, for a total 1613.90 feet to a ½ inch iron rod found with cap on the southerly right of way line of aforesaid Old Buda to Creedmoor Road, for the northeasterly corner of Lot 7, Dorsett Industrial Subdivision No. 2, as described in Volume 9, Page 31 Official Public Records of Hays County, and the northwesterly corner of herein described tract;

THENCE, North 87°12'58" East, 1793.60 feet along the southerly right of way line of said Old Buda to Creedmoor Road to the **POINT OF BEGINNING** and containing 88.817 acres of land in Hays County, Texas.

EXHIBIT "F-1"

AMENDED AND RESTATED DEVELOPMENT STANDARDS FOR THE 88.817 ACRE PARCEL

The following development standards shall apply to and control all phases of development within the Parcel. "Parcel" has the meaning assigned in the First Amendment to the Development Agreement. Except as specifically noted herein, any reference to the City's Unified Development Code is a reference to the Unified Development Code in effect on November 8, 2006.

1. PERMITTED USES: The following uses are permitted by right anywhere within the Parcel, without any further special or conditional use approval: a) Residential Uses - Any residential uses, which do not include single family homes, duplexes or manufactured homes are permitted, including without limitation, parking structures, apartments, townhomes, condominiums, senior housing facilities and/ or residential retirement centers, etc.; provided however that the density of such uses shall be at least fifteen (15) units per gross acre, shall not exceed thirty (30) units to the acre, and no more than two thousand (2000) residential units shall be developed within the Property. Notwithstanding the above, if any phase of development includes any residential building(s) which also contain(s) retail and/ or office uses on the ground floor of one or more of said buildings, then in that case the maximum residential density for that phase of development shall be increased to fifty (50) units per acre. b) Nonresidential Uses - All office, retail, and other commercial uses, including without limitation, retail and commercial uses containing outside storage and/or sales areas, parking structures, shopping centers, retail shops, discount stores, department stores, home improvement stores, wholesale club and sales facilities, grocery stores, food markets, pharmacies, restaurants, bars or taverns where at least twenty five (25%) of their total sales apply to the sale of nonalcoholic beverages, food and/ or other items, liquor stores, convenience stores, fuel service stations, hotels, motels, and other lodging facilities, financial institutions, offices, medical offices, medical clinics, hospitals, assisted living/nursing home, animal clinics and kennels, light industrial buildings, self-storage units, schools, government facilities, movie theatres, indoor or outdoor entertainment facilities, health clubs, sports facilities, auto and truck sales, leasing, servicing, repair facilities (provided however said auto and/ or truck facilities shall not total more than twenty (20) acres in one or more tracts and the eastern boundary line of any such tract(s) shall not extend more than one thousand (1000) feet west of the eastern boundary line of the I-35 frontage road), car washes., etc. The following uses are prohibited uses which are not permitted anywhere within the Parcel: flea markets, sexually oriented businesses, pawn shops, heavy industrial equipment sales or rentals, heavy industrial warehousing, and heavy industrial or manufacturing operations. For the purposes of this paragraph, light industrial buildings include light industrial and assembly processes, warehouses, and wholesale centers. "Heavy industrial or manufacturing operations," "light industrial and assembly process," "warehouses," and "wholesale centers" have the meanings assigned to them by the Unified Development Code in effect on June 22, 2018.

2. **HEIGHT:** No buildings or other improvements located within two hundred (200) feet of the eastern boundary line of the Parcel, as described herein, shall exceed three (3) stories in height. No buildings or other improvements located within four hundred (400) feet of the eastern boundary line of the Parcel, as described herein, shall exceed four (4) stories in height. Notwithstanding the above, no buildings or other improvements located within the Parcel, which are located more than four hundred (400) feet from the eastern boundary line of the Parcel, as described herein, shall exceed eight (8) stories in height. For any light industrial building(s) or self-storage units on the Parcel, height shall be measured from finished floor elevation to the top of the parapet, mansard roof, or highest point on a pitched roof. A story shall be deemed equivalent to 12' of height. In addition to the height standards in this paragraph, the height of any light industrial building(s) or self-storage units on the Parcel shall also comply with Section 2.09.06(D)(3) (*Residential Adjacency*) of the City of Buda Unified Development Code in effect on June 22, 2018.
3. **DESIGN STANDARDS:** The exterior finish of all buildings shall be at least sixty percent (60%) masonry, except for doors, windows, roofs, patios, balconies, awnings, gutters, special decorative features and trim areas. For purposes hereof, "masonry" shall mean stone, simulated stone, brick, or other similar materials, tile, split faced block, stucco, concrete tiltwall panels (but all tiltwall panels shall either be masonry veneered or texture coated; however no aggregate pebble coating of tiltwall panels shall be permitted), or such other materials as from time to time approved by either the City Planner or the City Administrator. Roofs may be flat or pitched. Roofing materials on all buildings shall consist of a minimum of twenty (20) year asphalt shingles, or tile, slate, simulated slate or tile, copper, non-reflective metal, or such other materials as from time to time approved by either the City Planner or the City Administrator. No more than ten percent (10%) of the ground floor building facade located within a nonresidential building facing a public street shall be required to contain windows or doors that allow for visibility into that building. Notwithstanding anything herein contained, the exterior finish of all light industrial buildings developed within the Property shall comply with the requirements set forth in the Code. In lieu of the foregoing, any light industrial building(s) or self-storage units on the Parcel located within 400' of properties used for single family residences shall comply with the standards set forth in Section 2.09.05(C)(2)(a)(i)(a) (*Building Materials*) and Section 2.09.06(D)(1) (*Residential Adjacency*) of the Unified Development Code in effect on June 22, 2018.
4. **MAINTENANCE:** All buildings, as well as all other improvements constructed or installed within the Parcel, including without limitation, parking areas, parking structures, loading and service areas, drives, streets, ramps, sidewalks, trash enclosure areas, service and mechanical equipment, etc. shall be maintained in good condition and repair. For purposes hereof, "good condition and repair" shall mean and include: maintaining all paved areas in a level condition; removing all papers, debris and refuse and sweeping or cleaning as is reasonably necessary to keep all areas in a clean condition; repairing and/or replacing any lighting, signs, markers and pavement lines; and maintaining all perimeter building walls and other walls in good condition and repair.

5. **BUILDING SETBACKS:** Minimum building setbacks (including car ports and garages) from any public street shall be a minimum of fifteen (15) feet. No internal side yard setbacks shall be required for any lots within the Parcel. Side yard setbacks for any building located within the Parcel, to any external boundary line of the Parcel, shall be a minimum of fifteen (15) feet. Notwithstanding the above, if approved by the City Planner or the City Administrator, the minimum building setbacks may be reduced from the above referenced minimums in order to create a more “urban design” or type of development within portions of the Parcel. Notwithstanding the above, the minimum building setback running along the eastern external boundary line of the Parcel, as described herein, shall be a minimum of thirty (30) feet.

6. **LOT SIZE:** All residential lots shall have a minimum lot width of twenty six (26) feet. All nonresidential lots shall have a minimum lot width of fifty (50) feet; provided however that the minimum required lot frontage on any public or private street, including any flag lots, shall be twenty (20) feet, unless further reduced by the City Planner or City Administrator, for flag lots which are accessed by joint use driveways. All lots shall have a minimum lot area of two thousand (2000) square feet.

7. **SERVICE/MECHANICAL/LOADING AREAS:** All trash and refuse storage areas shall be enclosed. Enclosures must be of sufficient height to visually screen all refuse containers. All such enclosures must be constructed of masonry materials for residential and nonresidential buildings. All such enclosures shall be designed to have sufficient capacity to contain all trash and refuse generated from such building(s) between scheduled collections. Gates are required on said enclosures for all nonresidential building and parking areas. For residential buildings and parking areas, gates are required on said enclosures if the delivery side of the trash enclosure faces a public street. All ground mounted service equipment (e.g. air conditioners, utility transformers, trash collection equipment, etc.) shall be visually screened, which screening can be achieved either by the installation of permanent and evergreen landscaping or by the above referenced enclosures. All roof mounted mechanical equipment must be visually screened from view from all parking areas, or public or private streets. All loading dock and service areas shall be visually screened by using either the installation of permanent and evergreen landscaping, by the above referenced enclosures, or by being depressed in order to meet visual screening requirements. All delivery vehicles shall park in the designated loading and service areas parking spaces. All loading and service area parking spaces must be clearly denoted on the pavement. All loading dock and service areas must be paved and drained. Notwithstanding the foregoing, any loading areas within the Parcel located within 400’ of properties used for single family residences shall be screened in compliance with the screening requirements set forth in Section 2.09.06(D)(2) (*Residential Adjacency*) of the Unified Development Code in effect on June 22, 2018, and all such refuse receptacles shall comply with Section 2.09.06(D)(7). All other loading dock, service areas and refuse receptacles shall be screened as otherwise provided in this paragraph. A screen of permanent and evergreen landscaping is adequate for purposes of this paragraph if it consists of evergreen trees of a minimum of three caliper inches (3”) planted no more than forty (40) feet apart, measured from center.

8. STREET LANDSCAPING: A minimum of a ten (10) foot wide landscape easement shall be provided adjacent to the right of way for all public streets, which either border the Parcel or are otherwise located within the Parcel. All areas within said landscape easements shall be used for the purpose of installing landscaping, sidewalks, water features, decorative pavers, ramps, paths, streets or driveways crossing said easement areas, lighting, signage, decorative or entry features, irrigation, drainage areas, utilities, meters, utility structures and other utility equipment. Street trees shall be planted within said landscape easement areas adjacent to all public streets. Said street trees shall be a minimum of three inches (3") in caliper size, shall be planted no more than forty (40) feet apart, and shall be detailed in a landscaping plan submitted to the City with the site plan submitted for any phase of development that includes a public street(s). All of said street trees and said street landscaped easement areas shall be either seeded, sodded, or contain permanent and evergreen ground cover and all such areas shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris. As and when a public street is ever constructed along the eastern boundary line of the Property, as described herein, the aforesaid landscape easement area running along the western right of way line for said street shall be maintained by 2428 Partners LLC (or its successors or designees) at its sole cost and expense, to the extent that it owns the land contiguous to a particular portion of said western right of way line for said street.

9. PARKING LOT LANDSCAPING: A minimum of sixty (60) square feet of landscaping area shall be required for every twelve (12) parking spaces located within any parking lot. Either a landscaped island, median, or peninsula shall be located within seventy five (75) feet of any part of any parking spaces located within a parking lot. Landscaped islands, medians, or peninsulas shall have a minimum width of six (6) feet, as measured from the inside of the curb. At least one (1) tree, which is at least two (2) inches in caliper size shall be located within seventy five (75) feet of any part of any parking spaces located within a parking lot.

10. LANDSCAPE MAINTENANCE/OPEN SPACE LANDSCAPING: In conjunction with the development of any portion of the Parcel, all landscaped areas existing within said portion(s) of the Parcel subsequent to the completion of said development shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris and free of dead trees, shrubs and other plants. In conjunction with the development of any portion of the Parcel, subsequent to the completion of said development, all areas which are not located within landscaped easement areas adjacent to public streets, or which do not contain building(s), streets, sidewalks, ramps, paths, decorative features, water features, driveways, parking areas, or other improvements (i.e. areas which include open space, e.g. utility easements and drainage and flood plain areas, etc.), shall be either seeded, sodded or contain permanent and evergreen ground cover as set forth in the Code and shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris. Notwithstanding the above, until development of any portion of the Parcel is completed, pursuant to a site plan submitted to and approved by the City, as hereinafter provided in this Agreement, none of the open space landscape or irrigation requirements set forth in this paragraph shall apply to that portion of the Parcel; provided however, said portion of

the Parcel must still be mowed and maintained so as to remain in a clean condition, free of debris.

11. UTILITY LINES: All utility service lines installed within the Parcel must be underground to connection points provided by the utility service provider.
12. FENCING: Fencing may be constructed anywhere within the Parcel for the purpose of visual screening or security. For any nonresidential phase of development all fencing shall either be wrought iron, masonry or some combination thereof; provided however that no concrete panelized fencing shall be permitted. Notwithstanding the above, in the case of any retail building(s) which are constructed so as to abut the eastern boundary line of the Parcel, as herein described, and where the rear of such retail building(s) face(s) the eastern boundary line of the Parcel, as herein described, only masonry fencing shall be permitted as a visual screen for the length of any such retail building(s). For any residential phase of development in addition to the fencing requirements set forth above, treated wood fences with wood covered poles or columns are also permitted. In addition, other fencing or fencing materials that are approved by either the City Planner or the City Administrator, may be utilized for fences, gates or as decorative features for any fencing located within the Parcel.
13. SITE PLAN: In order to determine compliance with the development standards set forth in this Exhibit "F-1", a site plan for each phase of development within the Parcel shall be submitted to the City Planner or the City Administrator's office, prior to the submittal of an application for a building permit. In general, the site plan shall show the location of the building(s), any parking areas, loading areas, driveways, sidewalks and streets, if any, to be located within that phase of development; as well as a preliminary landscape plan for the landscaped areas depicted on the site plan. Once submitted, the City shall either approve the site plan, in writing, or issue a letter to the applicant stating any objections to the site plan, within thirty (30) days after its submittal to the City. Any objection(s) to the site plan shall be limited to the failure of the site plan to meet a specific requirement of the Code or of this Exhibit "F-1", in the reasonable discretion of the City Planner or the City Administrator.
14. PARKING LOT LIGHTING: All light fixtures shall be shielded or hooded so that light is generally directed downward to minimize excessive glare. For nonresidential parking areas, light standards shall be metal poles, not to exceed forty (40) feet in height. For residential parking areas, light standards shall be metal poles, not to exceed thirty (30) feet in height. Notwithstanding the above, galvanized poles shall not be permitted. In addition to the foregoing, lighting on the Parcel shall comply with the standards of Section 2.09.12(D) of the Unified Development Code in effect on June 22, 2018.
15. OUTDOOR SALES AND DISPLAY: Outdoor sales and display areas are permitted as an accessory use in conjunction with the principal use of a building, which principal use includes ground floor square footage designated for retail sales to the public; provided however that said outdoor sales and display areas shall not block any sidewalks located adjacent to any buildings within the Parcel, and outdoor sales and display areas for retailers

whose gross building square footage is less than ten thousand (10,000) square feet, shall be limited to temporary or seasonal sales and displays, not to exceed thirty (30) days in continuous duration, nor exceed a total of sixty (60) total days in a one calendar year.

16. PARKING: All parking spaces shall be a minimum of nine (9) feet in width. Angled parking shall be permitted. Shared parking and/ or smaller parking spaces designated for compact cars shall be permitted, subject to the written approval of either the City Planner or the City Administrator. For each phase of residential development within the Parcel, the following minimum parking requirements shall apply: one (1) parking space for each one bedroom dwelling unit, and two (2) parking spaces for each dwelling unit that contains more than one bedroom. Parking requirements for senior housing and/or residential retirement center units located within any phase of development may be reduced, subject to the approval of the City Planner or City Administrator, based upon reasonable requirements and parking standards utilized for comparable residential developments within the State of Texas. For each phase of nonresidential development within the Parcel, the following minimum parking requirements shall apply to the following uses based upon the total square footage of enclosed and air conditioned floor area that is contained within the building(s) located within that phase of development: a) Office - four (4) spaces per 1000 square feet; b) Retail - five (5) spaces per 1000 square feet; c) Medical Office - five (5) spaces per 1000 square feet, Health Clubs - eight (8) spaces per 1000 square feet; d) Light Industrial - one (1) space per 250 square feet for any office use, and one (1) space per 2,000 square feet for any warehouse or other permitted light industrial use; e) Restaurants, Bars and Taverns - ten (10) spaces per 1000 square feet. For any Hotel or Lodging Facilities, the following minimum parking requirements shall apply - one (1) space per hotel or lodging room. For any Movie Theatres, the following minimum parking requirements shall apply - one (1) parking space for every four (4) seats contained with the movie theatre complex. All other parking requirements, for uses not specifically set forth above, shall be as required by the Code. In lieu of and as an alternative to the foregoing, parking will be deemed sufficient if it meets the minimum parking requirements of the current Unified Development Code.

17. SIGNS: Building signs identifying occupants having their own individual external entrances to a building are permitted on the ground floor on all four (4) sides of nonresidential buildings. However the length of any such building sign shall not exceed seventy-five (75) percent of the total building frontage width for that occupants space within the building. In addition the height of any such building sign shall not exceed thirty (30) inches, for one (1) line of copy, or thirty six (36) inches for two (2) lines of copy. All such signs shall either be raceway or wireway mounted signs. For nonresidential buildings where a sign is requested for the occupant of a space which does not have its own external public entrance to the building or is requested to identify the building name, then in such case, a building sign for that occupant or a sign identifying the building name may be placed above the ground floor of the building. In such case, the height and area of such sign shall be as set forth in the Code. At the election of the applicant requesting a freestanding sign(s), all freestanding signs will either be monument signs or pylon signs. The structural base of all such monument or pylon sign, including the structural poles for any pylon sign (but excluding the display areas of any sign, where sign panels, letters,

numbers or logos are located) shall be constructed with masonry materials (as the term "masonry" is described in paragraph 3 above). All monument signs shall not exceed ten (10) feet in height. Except as set forth below, all pylon signs shall not exceed thirty (30) feet in height. Except as set forth below, no more than one (1) pylon or monument sign may be located on any lot within any phase of development and the maximum area of said signs (herein defined as the total area contained within a polygon containing the actual lettering and any logo shown on the sign), shall be one hundred and fifty (150) square feet on each side of the sign. Said sign may identify more than one business, building or designated area of development within the Parcel, whether or not said business, building or designated area of development is located on that lot. Notwithstanding the above on lots which front on two (2) public or private streets, two (2) pylon or monument signs may be located on that lot (i.e. one on each side of the lot, which contains a street). Notwithstanding the above, on lots totaling two (2) acres or more, two (2) additional freestanding monument or pylon signs may be installed; provided that such additional signs meet the height and area requirements set forth above, and provided that all such signs are located at least one hundred and fifty (150) feet apart on the lot. Notwithstanding anything herein contained, in addition to the monument and pylons signs referred to above, three (3) additional pylon signs may be located anywhere within the Parcel that is also within five hundred (500) feet of the western boundary line of the Parcel, which exceed the height and area requirements set forth above; provided that each of these pylon signs does not exceed fifty (50) feet in height and does not exceed four hundred (400) square feet of total area on each side of the sign. These three (3) pylon signs may identify any shopping center, residential development or mixed use development located within the Parcel, and may also identify more than one business, building, or designated development area within the Parcel, whether or not any of the above are located on the lot on which any of such pylon sign is located. Notwithstanding the above, all pylon signs or monument signs located along the right of way for FM 2001, and located within five hundred (500) feet of the southeast corner of the Parcel, shall not exceed fifteen (15) feet in height. For purposes of this Agreement, any architectural or decorative feature or structure which is constructed on the Parcel (e.g. a windmill, tower, flagpole, etc.) and which may or may not designate the name of a particular phase of development located within the Parcel but which does not advertise any specific business or businesses located within the Parcel, shall not be deemed to be a "sign". However, any such feature or structure constructed or installed shall not exceed seventy five (75) feet in height, and shall not be located within five hundred (500) feet of the eastern exterior boundary line of the Parcel, as herein described. A rooftop sign shall be permitted only within five hundred (500) feet of the western boundary line of the Parcel provided the upper edge of the sign does not exceed a point more than fifty (50) feet in height from the roofline of the building, the sign does not exceed four hundred (400) square feet of total area on each side of the sign, and the sign does not constitute an off-premise sign or changeable electronic variable message sign. Any sign located within four hundred (400) feet of properties used for single family residences shall comply with Subsection 4.02 of the Unified Development Code in effect on June 22, 2018.

18. EXISTING CITY UNIFIED DEVELOPMENT CODE: With respect to any approvals by the City of any proposed use(s), site plan(s), subdivision plat(s), or any other matters pertaining to any phase of development within the Parcel, the following Sections or Tables

contained within the Code are hereby deleted in their entirety and no longer applicable to the Parcel: Table 4.2, Section 4.91 Section 4.121 Table 5.1, Section 6.5(2), Section 7.5, Section 7.6 (3)(d)(e)(f) and (g), Section 8.6, Tables 10.1, 10.2 and 10.3, and Section 10.4(13). Notwithstanding the above, and in addition thereto, with respect to any of the aforesaid approvals by the City, to the extent that any other conflicts, disputes or variances occur between the interpretation and/ or application of the terms and conditions contained in the Agreement and this Exhibit "F-1" and any of the terms and conditions contained within the Code, including any amendments or substitutions thereof, then in all cases, the terms and conditions contained in the Agreement and this Exhibit "F-1" shall control and govern the disposition of any such conflicts or variances.

**DEVELOPMENT AGREEMENT
(The Shops at Sunfield Development)**

This Development Agreement (The Shops at Sunfield Development) (this "Agreement") is made and entered into as of the 8th of November, 2006 (the "Effective Date"), by and between the City of Buda, Texas, a Texas municipal corporation (the "City"); 2428 Partners, L.P., a Texas limited partnership ("2428"); and PRA Buda II, L.P., a Texas limited partnership ("PRA"). The City, 2428, and PRA are sometimes hereinafter referred to individually as "Party", and collectively as the "Parties". The Parties agree as follows:

Purposes and Consideration

WHEREAS, the City is a Type A general law municipality with an estimated population as of the Effective Date of less than 5,000; and

WHEREAS, 2428 currently owns that certain 63.02 acre parcel of land ("Parcel 1") and that certain 92.549 acre parcel of land ("Parcel 2"), which two parcels of land are located in the extraterritorial jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described in Exhibit "A" and Exhibit "B", respectively, which Exhibits are attached hereto and incorporated herein for all purposes; and

WHEREAS, PRA currently owns 2.88 acres of land (collectively, "Parcel 3"), which parcel of land is located in the ETJ of the City, Hays County, Texas, and more particularly described in Exhibit "C", which Exhibit is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to a "Contract of Sale of Unimproved Property", dated November 14, 2005, between 2428 and PRA, as amended ("Contract of Sale"), 2428 has agreed to sell and convey to PRA and PRA has agreed to buy from 2428, Parcel 1 and Parcel 2 subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Contract of Sale and an "Escrow Agreement", dated March 14, 2006, 2428 has acquired the option to purchase Parcel 3 from PRA subject to the terms and conditions set forth therein; and

WHEREAS, a 2.771 acre parcel of land, being a portion of the F.M. 2001 right-of-way and I.H. 38 right-of-way (the "ROW Parcel"), is located in the ETJ of the City, Hays County, Texas, and is more particularly described in Exhibit "D", which Exhibit is attached hereto and incorporated herein for all purposes; and

WHEREAS, the ROW Parcel is adjacent to Parcel 1 and Parcel 3, and 2428 and PRA are negotiating with TxDOT for the abandonment of F.M. 2001 through the ROW Parcel; and

WHEREAS, PRA desires to develop Parcel 1, Parcel 2, and Parcel 3 (hereinafter collectively referred to as the "Property") as a mixed use retail, commercial, office, light industrial, and high density residential development in accordance with the Master Plan (the "Master Plan"), as more particularly described in Exhibit "E" attached hereto and incorporated herein for all purposes; and

WHEREAS, upon the abandonment of F.M. 2001 through the ROW Parcel and reversion or conveyance of the ROW Parcel to PRA, the ROW Parcel shall be deemed to be included within the meaning of the term "Property" for all purposes of this Agreement; and

WHEREAS, the Property and the ROW Parcel are located wholly within: the boundaries of Sunfield Municipal Utility District No. 1 (the "District") and the boundaries of the retail water service area of the Goforth Water Supply Corporation (the "WSC") pursuant to Certificate of Convenience and Necessity No. 11356; and

WHEREAS, the PRA and 2428 are negotiating agreements with the District and WSC pursuant to which sanitary sewer and water facilities will be constructed, and services made available to the Property at no cost to the City; and

WHEREAS, the City has entered into an interlocal agreement with Hays County pursuant to which the City has exclusive jurisdiction over subdivision regulations and platting within the City's ETJ, and Hays County shall have and exercise no jurisdiction over such matters; and

WHEREAS, the City is authorized to make and enter into this written Agreement with PRA and 2428 in accordance with Subchapter G, Chapter 212, Local Government Code, to accomplish the following purposes:

- A. Extend the City's planning authority over the Property in accordance with the Master Plan and the terms hereof under which certain uses and development of the Property are authorized;
- B. Authorize enforcement by the City of municipal land use and development regulations to the extent the same are consistent with the Master Plan and the terms hereof, and in the same manner the applicable regulations are enforced within the City's municipal boundaries.
- C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City's boundaries, as may be agreed to by the Parties;
- D. Specify the uses and development of the Property before and after annexation, if annexation is agreed to by the Parties;
- E. Include other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City, 2428, and PRA in consideration of the Premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

ARTICLE I
General Terms

1.01 Annexation. The Property shall continue to maintain its extraterritorial jurisdiction status and shall not be subject to full purpose annexation during the Term hereof until as described in the "Strategic Partnership Agreement Between The City of Buda and Sunfield Municipal Utility District No. 1", approved by the City on September 19, 2006.

1.02 Master Plan. The City hereby approves the use and development of the Property in accordance with the Master Plan attached hereto and incorporated herein as **Exhibit "E"**, and specifically approves the land use designations as more particularly described and identified on the Master Plan.

1.03 Governing Development Regulations. (a) Development of the Property shall be governed by: (i) the Master Plan as shown on **Exhibit "E"**; (ii) the City's Unified Development Code, dated July 30, 2004 as amended as of the Effective Date the ("UDC"); (iii) the Development Standards contained on **Exhibit "F"** attached hereto and incorporated herein (the "Development Standards"); and (iv) construction plans and final plats for portions of the Property that are approved, from time to time, by the City (the "Approved Plats"). The Master Plan, UDC, Development Standards, and Approved Plats shall hereinafter be referred to collectively as the "Governing Regulations." It is further agreed and understood that no ordinance or regulation adopted by the City after the effective date of this agreement shall in any manner impair the developer's rights under this agreement provided that any ordinance or regulation exempted by Section 245 of the Texas Local Government Code may be enforced on the property.

(b) Plat Approval. A preliminary plat and final plat for all or any portion of the Property shall be approved by the City if such plat is in substantial compliance with the Governing Regulations. The Owners and the City agree that the approved land uses in each final plat of portions of the Property shall be as specified on the Master Plan or the Development Standards, unless otherwise mutually agreed upon by both the City and Owners.

(c) Conflicts. In the event of a conflict between the UDC and the Master Plan, the Master Plan shall control. In the event of a conflict between the UDC and the Development Standards, the Development Standards shall control. In the event of any conflict between the UDC and any Approved Plat, the Approved Plat shall control. In the event of any conflict between the UDC and this Agreement, this Agreement shall control. In the event of a conflict between the Master Plan and the Development Standards, the Development Standards shall control.

1.04 Other City Ordinances. All other ordinances of the City shall apply to the Property, except as clearly made inapplicable by the Master Plan, the Development Standards or this Agreement.

1.05 Enforcement. The Parties agree that the City shall be entitled to enforce all municipal land use and development regulations for the Property that are not in conflict with the approved Governing Regulations and this Agreement in the same manner that such land use and development regulations are enforced within the City's corporate boundaries. The City shall have the right to enforce the Governing Regulations.

1.06 Streets. To the extent any public streets are built within the Project (hereinafter defined), the Parties agree that such streets shall be built to the City construction standards as adopted on the Effective Date. All public street improvements, if any, shall be built at no cost to the City. All other streets or driveways shall be constructed in accordance with the Development Standards at no cost to the City.

1.07 Drainage Facilities. Drainage and detention facilities as shown on the Master Plan shall be built in accordance with all drainage and detention requirements of the City as adopted on the Effective Date at no cost to the City.

1.08 Water and Wastewater Facilities. All internal water and wastewater line improvements and any off-site facilities project, shall be built in accordance with the requirements of the utility provider and shall be built at no cost to the City.

ARTICLE II **The Project**

2.01 Description. The "Project" as that term is used in this Agreement means the development of THE SHOPS AT SUNFIELD. The Project is the development of the Property into a mixed use high density residential, commercial, office, retail, and light industrial project as shown on the Master Plan and the construction of the necessary utility, street and drainage infrastructure to serve such development. The Project includes approximately 161 acres.

The Project shall include the construction of all public or private streets internal to the Project, if any, as well as certain **driveways**, boundary street improvements, sidewalks, lighting, drainage and other infrastructure improvements within or adjacent to the boundaries of the Property as are identified in the Master Plan or on any **Approved Plat** or any site plan **submitted to the City** for any portion of the Property.

2.02 Development Plan and Permitted Uses. The Master Plan for the Property designates the Property as a "Floating Zone 2", which shall include all of the permitted uses by right (without any further requirements for any additional specific or conditional use approvals), contained in the following use classifications set forth in the UDC: HR,

DR, MFR, R1,R2,R3,C1, C2,C3,II, P1, and P2, all of which may be located on any portion of the Property. All uses permitted by the Master Plan and the Development Standards may be located on any portion of the Property without any further requirements from any additional specific or conditional use approvals.

2.03 Buildings and Other Improvements. Building use, location, design, size, dimension, height, building setbacks, building materials, landscaping, screening, fencing, lighting, parking, signage, etc., for all portions of the Property shall be determined as set forth in the Development Standards.

2.04 Phasing. The development of the Property, or portions thereof, may be phased into more than one phase as determined by the applicable Owner (hereinafter defined).

ARTICLE III **Assignment**

As of the Effective Date, 2428 and PRA each owns a separate and distinct portion of the Property. Unless PRA acquires both Parcel 1 and Parcel 2 from 2428 pursuant to the Contract of Sale, 2428 and PRA will continue to own separate portions of the Property. Until the date that PRA purchases both Parcel 1 and Parcel 2, for purposes of the Agreement, both 2428 and PRA are sometimes hereinafter referred to individually as "Owner", and collectively as "Owners". At such time as PRA acquires Parcel 1, 2428 shall no longer be deemed as "Owner" under this Agreement with respect to Parcel 1. At such time as PRA acquires both Parcel 1 and Parcel 2, 2428 shall no longer be deemed as "Owner" under this Agreement with respect to the Property. An Owner may assign its rights and obligations under this Agreement to any third party(ies) without having first obtained the prior written consent of any other Party hereto; provided however that a written copy of said assignment shall be delivered to all other Parties. An Owner shall be permitted without first having obtained the prior written consent of any other Party hereto, to sell, lease, grant interests in or rights to or otherwise transfer or encumber portions of the Property that it owns, together with the assignment of all development rights and obligations relating to such portions of the Property that it owns contained in this Agreement. The terms of this Agreement including Exhibit F, shall be covenants running with the land and binding on successors and assigns.

ARTICLE IV **Term, Authority, and Vesting of Rights**

4.01 Term.

(a) Initial Term. The initial term (the "Initial Term") of this Agreement will commence on the Effective Date and continue for 15 years thereafter.

(b) Extensions. After the Initial Term, the Agreement may be extended for successive periods (any such extension not to exceed 15 years) as to all of the Property by mutual written agreement of the City and the Owners or only as to a portion of the Property by the mutual written agreement of the City and the Owner of only the portion of the Property affected by and described in such agreement of extension. The total duration of the Agreement, including the Initial Term and all extensions, shall not exceed 30 years (the Initial Term as extended by any extensions, the "Term").

(c) Expiration. After the Term, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from Project approvals previously granted, or any entitlement relating to the Project assigned under Chapter 245, Local Government Code.

(d) Termination or Amendment. This Agreement may be terminated or amended as to all of the Property at any time by mutual written agreement of the City and the Owners or may be terminated or amended only as to a portion of the Property by the mutual written agreement of the City and the Owner of only the portion of the Property affected by and described in such agreement of amendment or termination.

4.02 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Property as provided in Section 1.01 of 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, including the continuation of land uses and zoning upon annexation of any portion of the Property to the City.

4.03 Vesting of Rights. The City acknowledges that the Owners have initiated the subdivision and development process for the Project. The City agrees that, in accordance with Chapter 245, Local Government Code, the City will consider any further approvals necessary for the Project based solely on the Governing Regulations and this Agreement. Further, the City agrees that, upon approval of this Agreement, the Owners have vested authority to develop the Property in accordance with the Governing Regulations and this Agreement.

4.04 Owners' Right to Continue Development. In consideration of the Owners' agreements hereunder, the City agrees that, during the Term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy, or other necessary approvals within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing, or sequencing of development or construction of all or any part of the Project will apply to the Property if such moratorium, restriction, or other limitation conflicts with this Agreement or would have the effect of increasing the Owners' obligations or decreasing the Owners' rights and benefits under this Agreement. This Agreement on the

part of the City will not apply to temporary moratoriums uniformly imposed throughout the City 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.

4.05 Equivalent Substitute Obligation. If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

4.06 Cooperation. The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.07 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the parties hereunder, the Owners and the City 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 of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court or competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

ARTICLE V Miscellaneous

5.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party's obligations under this Agreement by specific performance.

5.02 Governmental Powers; Waiver of Immunity. It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section 5.02. The City waives its governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section 5.02 shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

5.03 Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue shall be in Hays County, Texas.

5.04 Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

5.05 Notices. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Administrator
City of Buda
P.O. Box 1218
Buda, Texas 78610
(512) 312-1889 (fax)

With copy to:

Mr. Charlie Crossfield
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664
(512) 255-8986 (fax)

Any notice mailed to 2428 shall be addressed to:

2428 Partners, L.P.
c/o IHP Capital Partners
One Lincoln Centre

5400 LBJ Freeway, Suite 1560
Dallas, Texas 75240
Attn: Tim Moore
(972) 404-0642 (fax)

With copy to:

IHP Capital Partners
19800 MacArthur Boulevard, Suite 700
Irvine, California 92612
Attn: Shelli J. Black
(949) 706-9328 (fax)

Michael H. Gentry
West, Webb, Allbritton & Gentry, P.C.
1515 Emerald Plaza
College Station, Texas 77845
(979) 694-8000 (fax)

Any notice mailed to PRA shall be addressed to:

c/o Provident Realty Advisors, Inc.
975 One Lincoln Centre
5400 LBJ Freeway
Dallas, Texas 75240
Attn: Kim A. Wise

With copy to:

Kevin Cherry, Esq.
Cherry, Petersen & Landry, LLP
9400 North Central Expressway, Suite 1616
Dallas, Texas 75231
(214) 265-7008 (fax)

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

5.06 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written understandings or representations of the Parties with respect to the subject matter herein contained.

5.07 Severability. If any sentence, section, subsection, clause, phrase, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect the same shall not affect any other

provisions of this Agreement as a whole, or any part thereof, other than the part declared to be invalid, illegal or unenforceable.

5.08 Interpretation. This Agreement shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity hereof. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

5.09 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. 2428 represents and warrants that this Agreement has been approved by appropriate action of 2428 and that the individual executing this Agreement on behalf of 2428 has been authorized to do so. 2428 further represents and warrants that the lienholder of record, if any, with respect to Parcel 1 and Parcel 2 has consented to Exhibit "F" hereto. PRA represents and warrants that this Agreement has been approved by appropriate action of PRA and that the individual executing this Agreement on behalf of PRA has been authorized to do so. PRA further represents and warrants that the lienholder of record, if any, with respect to Parcel 3 has consented to Exhibit "F" hereto.

5.10 Recordation. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the deed records of Hays County, Texas. This Agreement shall be binding upon: (a) the Parties; (b) the Parties' assignees; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots.

5.11 List of Exhibits.

Exhibit "A" - Metes and bounds description of Parcel 1
Exhibit "B" - Metes and bounds description of Parcel 2
Exhibit "C" - Metes and bounds description of Parcel 3
Exhibit "D" - Metes and bounds description of ROW Parcel
Exhibit "E" - Master Plan
Exhibit "F" - Development Standards

5.12 Counterpart Originals. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

EXECUTED as of the date or dates set forth below and effective for all purposes as of the Effective Date.

**2428 Partners, L.P.,
a Texas limited partnership**

By: 2428 Management, L.L.C., a Delaware limited liability company

By: IHP Investment Fund III, L.P., a California limited partnership
Its sole Manager

By: [Signature]
Name: J. Tim Moore
Title: Senior Vice President

By: [Signature]
Name: David R. Blom,
Title: Senior Vice President

Date of Execution: _____, 2006

**PRA Buda II, L.P.,
a Texas limited partnership**

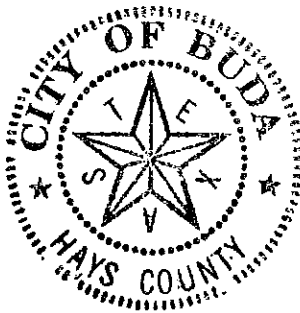
By: PRA GP No. 2, Inc., a Texas corporation
Its sole general partner

By: [Signature]
Name: Leon J Backes
Title: Sole General Partner

Date of Execution: 11-17-, 2006

CITY OF BUDA, TEXAS

By: [Signature]
Mayor, John Trube



STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on November 17, 2006, by John Trube, Mayor of City of Buda, a municipal corporation, on behalf of said municipal corporation.



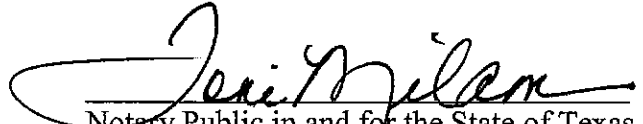

Notary Public in and for the State of Texas

EXHIBIT A

TRACT 1
63.020 ACRES
BUDA PRA II, LP

FN. NO. 06-549(MAZ)
SEPTEMBER 29, 2006
BPI JOB NO. 1428-02.93

DESCRIPTION

OF 63.020 ACRES OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 362.110 ACRE TRACT HAVING BEEN CONVEYED TO 2428 PARTNERS, L.P., BY THE DEED OF RECORD IN VOLUME 2566, PAGE 235, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 63.020 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found for the westerly common corner of said 362.110 acre tract and that certain called 20.697 acre tract described in the deed to Johnson Special Land, Ltd., of record in Volume 2468, Page 77 of said Official Public Records, for the northwesterly corner hereof, from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of IH-35, at or near TXDOT Station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 1104.77 feet;

THENCE, N87°29'17"E, leaving said easterly right-of-way line along the southerly line of said 20.697 acre tract, being a portion of the westerly line of said 362.110 acre tract, for the northerly line hereof, a distance of 1543.36 feet to a 1/2 inch iron rod found for the southeasterly corner of said 20.697 acre tract and interior ell corner of said 362.110 acre tract, for the northeasterly corner hereof, from which a 1/2 inch iron rod found in the westerly line of said 362.110 acre tract for the easterly common corner of said 20.697 acre tract and Lot 1, Leif Johnson Commercial subdivision, of record in Volume 5, Page 105 of the Plat Records of Hays County, Texas bears N02°36'05"W, a distance of 651.22 feet;

THENCE, over and across said 362.110 acre tract along the easterly line hereof, the following five (5) courses and distances:

- 1) S18°37'25"W, a distance of 971.31 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 2) S47°34'40"E, a distance of 661.14 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 3) S42°29'07"W, a distance of 605.06 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 4) S41°02'15"W, a distance of 447.64 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the left;

- 5) Along said curve to the left, having a radius of 25.00 feet, a central angle of $88^{\circ}34'53''$, an arc length of 38.63 feet, and a chord which bears $S03^{\circ}13'44''E$, a distance of 34.90 feet to a 1/2 inch iron rod with cap set for the point of compound curvature of a curve to the left and being the southerly most corner hereof, also being in the apparent northerly right-of-way line of a constructed roadway, recording data unknown;

THENCE, continuing over and across said 362.110 acre tract along said northerly right-of-way line, for the southwesterly line hereof, the following three (3) courses and distances:

- 1) Along said curve to the left, having a radius of 2560.00 feet, a central angle of $16^{\circ}19'02''$, an arc length of 729.06 feet, and a chord which bears $N55^{\circ}40'50''W$, a distance of 726.60 feet to 1/2 inch iron rod with cap set for the end of said curve;
- 2) $N64^{\circ}23'24''W$, a distance of 108.29 feet to 1/2 inch iron rod with cap set for an angle point;
- 3) $N68^{\circ}03'06''W$, a distance of 377.48 feet to 1/2 inch iron rod with cap set in the easterly right-of-way line of F.M. Highway 2001 (80' R.O.W.), the same being the westerly line of said 362.110 acre tract, for the southwesterly corner hereof, from which a TXDOT concrete right-of-way monument found in said easterly right-of-way line at or near FM 2001 Station 17+75.80, 40' LT. bears the following two calls: $S06^{\circ}26'28''E$, a distance of 147.96 feet to a 1/2 inch iron rod with cap set, and along the arc of a curve to the right having a radius of 3859.29 feet, a central angle of $05^{\circ}06'00''$, an arc length of 343.52 feet, and a chord which bears $S03^{\circ}53'28''E$, distance of 343.41 feet, also from which a TXDOT concrete right-of-way monument found in the southerly line of Overpass Road (100' R.O.W.), at or near TXDOT IH-35 Station 78+68.04, 338.08' LT. bears $N81^{\circ}48'36''W$, a distance of 452.22 feet (direct survey tie);

THENCE, along said easterly right-of-way line of F.M. Highway 2001, the same being the westerly line of said 362.110 acre tract, for a portion of the westerly line hereof, the following three (3) courses and distances:

- 1) $N06^{\circ}26'28''W$, a distance of 41.22 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right;
- 2) Along said curve to the right, having a radius of 5688.95 feet, a central angle of $03^{\circ}55'59''$, an arc length of 390.51 feet, and a chord which bears $N04^{\circ}28'29''W$, a distance of 390.43 feet to a 1/2 inch iron rod with cap set for the end of said curve;

- 3) N02°30'26"W, passing a TXDOT concrete monument found at a distance of 768.43 feet, continuing for a total distance of 851.54 feet to a 1/2 inch iron rod with cap set for an angle point of said 362.110 acre tract and hereof, being in the easterly right-of-way line of IH-35(R.O.W. varies);

THENCE, N22°55'15"E, along the easterly right-of-way line of IH-35, being a portion of the westerly line of said 362.110 acre tract and hereof, a distance of 259.49 feet to the POINT OF BEGINNING, containing an area of 63.020 acres (2,745,163 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS NOTE: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS E335, H061, A521, AND A520.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF JUNE, 2006 UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION, REFERENCE BPI SURVEY PLAN NO.142802TI17.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark A. Zientek 6-1-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



EXHIBIT B

TRACT 2
92.549 ACRES
BUDA PRA II, LP

FN. NO. 06-550 (MAZ)
SEPTEMBER 29, 2006
BPI JOB NO. 1428-02.93

DESCRIPTION

OF 92.549 ACRES OF LAND OUT OF THE TRINIDAD VARCINAS SURVEY NO. 9, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 362.110 ACRE TRACT HAVING BEEN CONVEYED TO 2428 PARTNERS, L.P., BY THE DEED OF RECORD IN VOLUME 2566, PAGE 235, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 92.549 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the northeasterly corner of said 362.110 acre tract, the same being at the intersection of the westerly right-of-way line of Hays County Road No. 118 (unspecified width) and the fenced southerly line of Old Buda Creedmoor Public Road (no longer in use), for the northeasterly corner hereof;

THENCE, S02°08'32"E, along the easterly line of said 362.110 acre tract, the same being the westerly line of said County Road 118, a distance of 685.32 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right, from which a 1/2 inch iron rod found for an angle point in the easterly line of said 362.110 acre tract and the westerly line of said county road bears S02°08'32"E, a distance of 2713.38 feet;

THENCE, leaving the westerly line of said County Road 118, over and across said 362.110 acre tract the following six (6) courses and distances:

- 1) Along said curve to the right, having a radius of 4053.34 feet, a central angle of 28°08'06", an arc length of 1990.39 feet, and a chord which bears S28°20'56"W, a distance of 1970.45 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 2) S45°45'21"W, a distance of 113.26 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 3) S45°44'45"W, a distance of 376.31 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 4) S42°29'07"W, a distance of 414.10 feet to a 1/2 inch iron rod with cap set for the southerly corner hereof;
- 5) N47°34'40"W, a distance of 661.14 feet to a 1/2 inch iron rod with cap set for an angle point hereof;
- 6) N18°37'25"E, a distance of 971.31 feet to a 1/2 inch iron rod found for the southeasterly corner of that certain called 20.697 acre tract described in the Deed to Johnson Special Land Ltd. of record in Volume 2468, Page 77, of said Official Public Records, also being an interior ell corner in the westerly line of said 362.110 acre tract, for an angle point hereof;

THENCE, N02°36'05"W, along a portion of the westerly line of said 362.110 acre tract, being in part the easterly line of said 20.697 acre tract, in part the easterly line of Lot 1, Leif Johnson Commercial subdivision, of record in Volume 5, Page 105 of the Plat Records of Hays County, Texas, and in part the easterly line of Lot 7, Dorsett Industrial Subdivision No. 2, of record in Volume 9, Pages 31-32 of said Plat Records, passing at a distance of 651.22 feet a 1/2 inch iron rod found for the easterly common corner of said 20.697 acre tract and said Lot 1, continuing for a total distance of 1614.14 feet to a 1/2 inch iron rod in concrete found for the northwesterly corner of said 362.110 acre tract and hereof, being the common easterly corner of said Lot 7 and Lot 4 of said Dorsett Industrial Subdivision No. 2, the same being in said fenced southerly line of Old Buda Creedmoor Public Road;

THENCE, N87°13'02"E, along said southerly line of Old Buda Creedmoor Public Road as found fenced on the ground, the same being the northerly line of said 362.110 tract, a distance of 1793.62 feet to the POINT OF BEGINNING, containing an area of 92.549 acres (4,031,442 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS NOTE: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS E335, H061, A521, AND A520.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF JUNE 2006, UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION, REFERENCE BPI SURVEY PLAN NO.142802TI17.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark A. Zientek 6-1-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



EXHIBIT C

2.489 ACRES
BUDA
PRA-BUDA II TRACTS

FN. NO. 06-325(CAG)
JUNE 9, 2006
B+I JOB NO. 1428-02.93

DESCRIPTION

OF 2.489 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.291 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2842, PAGE 460; ALL OF THAT CERTAIN 0.228 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2878, PAGE 86; ALL OF THAT CERTAIN 0.294 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2928, PAGE 434; ALL OF THAT CERTAIN 0.979 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2739, PAGE 398; ALL OF THAT CERTAIN 0.194 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2794, PAGE 86; ALL OF THAT CERTAIN 0.380 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2768, PAGE 496; AND ALL OF THAT CERTAIN 0.154 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2789, PAGE 248, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.489 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron with cap stamped "Hinkle Surveyors" found on the easterly right-of-way line of Interstate Highway No. 35 (R.O.W. varies), for the common westerly corner of said 0.291 acre tract and that certain 1.694 acre tract of land conveyed to Three Visions II by deed of record in Document No. 9918434 of said Official Public Records, for the southwesterly corner hereof, from which a concrete monument found at TXDOT IH-35 called station 78+68.04, 338.08' LT. (C.S.J. No. 001601095-TYP), being on the southerly line of Overpass Road (100' R.O.W.) bears S15°01'28"E, a distance of 208.37 feet (Direct survey tie);

THENCE, N22°55'15"E, along the easterly right-of-way line of Interstate Highway No. 35, for the westerly line hereof, being the westerly lines of said 0.291 acre tract, said 0.228 acre tract, said 0.294 acre tract, and said 0.979 acre tract, a distance of 549.01 feet to a calculated point for the northwesterly corner hereof, being at or near TXDOT IH-35 Station 71+52.74, 222.40' IT., from which a 1/2 inch iron rod found bears N38°18'08"E, a distance of 0.55 feet, and also from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of IH-35, being at or near TXDOT Station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 1917.53 feet;

THENCE, N88°18'08"E, continuing along the easterly right-of-way line of Interstate Highway No. 35, being the northerly line of said 0.979 acre tract and hereof, a distance of 157.58 feet to a calculated point for the northeasterly corner hereof lying in the westerly right-of-way line of F.M. 2001 (80' R.O.W.), from which a 1/2 inch iron rod found bears N88°18'08"E, a distance of 0.76 feet;

THENCE, S02°30'28"E, along the westerly right-of-way line of F.M. 2001, the same being in part the easterly line of said 0.979 acre tract, the easterly line of said 0.194 acre tract, and a portion of the easterly line of said 0.380 acre tract, for the easterly line hereof, a distance of 349.64 feet to a calculated point of curvature of a curve to the left at or near TXDOT F.M. 2001 Station 8+53.3, 40' RT.;

THENCE, continuing along the westerly right-of-way line of F.M. 2001, along said curve to the left, being in part a portion of the easterly line of said 0.380 acre tract, and the easterly line of said 0.154 acre tract, said curve having a radius of 5768.94 feet, a central angle of 0°51'34", an arc length of 86.54 feet, and a chord which bears S02°56'16"E, a distance of 86.54 feet to a calculated point for the southeasterly corner of said 0.154 acre tract and hereof, the same being the northeasterly corner of said 1.694 acre tract, from which a 1/2 inch iron rod found bears N88°43'02"E, a distance of 1.76 feet, and also from which a TXDOT right-of-way monument found at the northwesterly intersection of F.M. 2001 and said Overpass Road, being the southeasterly corner of that certain 0.20 acre tract of land conveyed to Robert Lee Hill & Eddie Royston Hill by deed of record in Volume 473, Page 740 bears along a curve to the left having a radius of 5768.94 feet, a central angle of 02°37'48", an arc length of 264.80 feet and a chord that bears S04°40'58"E, a distance of 264.78 feet;

THENCE, leaving the westerly right-of-way line of F.M. 2001, along the northerly line of said 1.694 acre tract, being in part the southerly and westerly lines of said 0.154 acre tract, a portion of the southerly line of said 0.380 acre tract, a portion of the easterly line of said 0.228 acre tract, and the easterly and southerly lines of said 0.291 acre tract for the southerly line hereof, the following five (5) courses and distances:

- 1) S88°43'02"W, a distance of 88.46 feet to a 1/2 inch iron rod found for the southwesterly corner of said 0.154 acre tract for an angle point hereof;
- 2) N03°04'20"W, a distance of 74.92 feet to a 1/2 inch iron rod found for the northwesterly corner of said 0.154 acre tract, lying in the southerly line of said 0.380 acre tract, for an angle point hereof;
- 3) S89°14'59"W, a distance of 134.33 feet to a 1/2 inch iron rod found in the easterly line of said 0.228 acre tract for the southwesterly corner of said 0.380 acre tract, for the northwesterly corner of said 1.694 acre tract, and an angle point hereof;

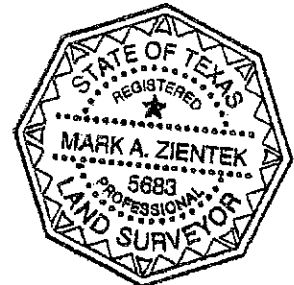
- 4) S22°58'10"W, passing at a distance of 20.55 feet a 1/2 inch iron rod with "Hinkle Surveyors" cap found for the southeasterly corner of said 0.228 acre tract and the northeasterly corner of said 0.291 acre tract, continuing for a total distance of 154.51 feet to a 1/2 inch iron rod with "Hinkle Surveyors" cap found for the southeasterly corner of said 0.291 acre tract and an angle point hereof;
- 5) S88°07'22"W, a distance of 104.05 feet to the **POINT OF BEGINNING**, containing an area of 2.489 acres (108,418 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF OCTOBER 2005 AND APRIL 2006. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

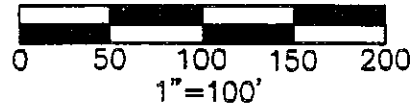
BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark A. Zientek 6-13-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	00°51'34"	5768.94	86.54	86.54	S02°56'16"E
C2	02°37'48"	5768.94	264.80	264.78	S04°40'58"E



TXDOT IH-35
STA 52+22.55 191.37' LT.
CSJ NO. 001601095

TXDOT FM2001
STA 5+04
40' RT.

TXDOT IH-35
STA 71+52.74
222.40' LT.

LINE TABLE

No.	Bearing	Distance
L1	S88°43'02"W	88.46
L2	N03°04'20"W	74.92
L3	S89°14'59"W	134.33
L4	S88°07'22"W	104.05
L5	N88°18'08"E	0.55
L6	N88°18'08"E	0.76
L7	N88°43'02"E	1.76

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- MONUMENT FOUND
- P.O.B. POINT OF BEGINNING

PRA BUDA, LP TRACTS:

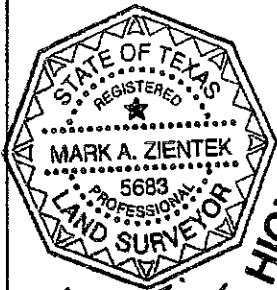
1. 0.291 ACRE
VOLUME 2842, PAGE 460
2. 0.228 ACRE
VOLUME 2878, PAGE 86
3. 0.294 ACRE
VOLUME 2928, PAGE 434
- 10 4. 0.979 ACRE
VOLUME 2739, PAGE 398
5. 0.194 ACRE
VOLUME 2794, PAGE 86
6. 0.380 ACRE
VOLUME 2768, PAGE 496
7. 0.154 ACRE
VOLUME 2789, PAGE 248

ADJOINER TRACTS

8. 0.20 ACRES
ROBERT LEE HILL & EDDIE ROYSTON HILL
VOLUME 473, PAGE 740
9. 0.186 ACRE
MARCUS ALBERT LEE BROWN & DROSIE ROYSTON BROWN
VOLUME 473, PAGE 755
10. 362.110 ACRES
2428 PARTNERS, L.P.
VOLUME 2566, PAGE 235

THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

PAGE 4 OF 4



Mark A. Zientek
4-13-06

P.O.B.
W/ CAP
"HINKLE SURVEYORS"

TXDOT IH-35
STA 78+68.04
338.08' LT.
CSJ NO. 001601095

INTERSTATE HIGHWAY 35
 S.V.R. EGGLESTON SURVEY NO. 3
 (R.O.W. VARIES)

W/ CAP
"HINKLE SURVEYORS"

W/ CAP
"HINKLE SURVEYORS"

OVERPASS ROAD
(100' ROW)

1.694 ACRES
THREE VISIONS II
DOCUMENT
NO. 9918434

2.489 ACRES
(108,418 SQ. FT.)

PRA BUDA, LP

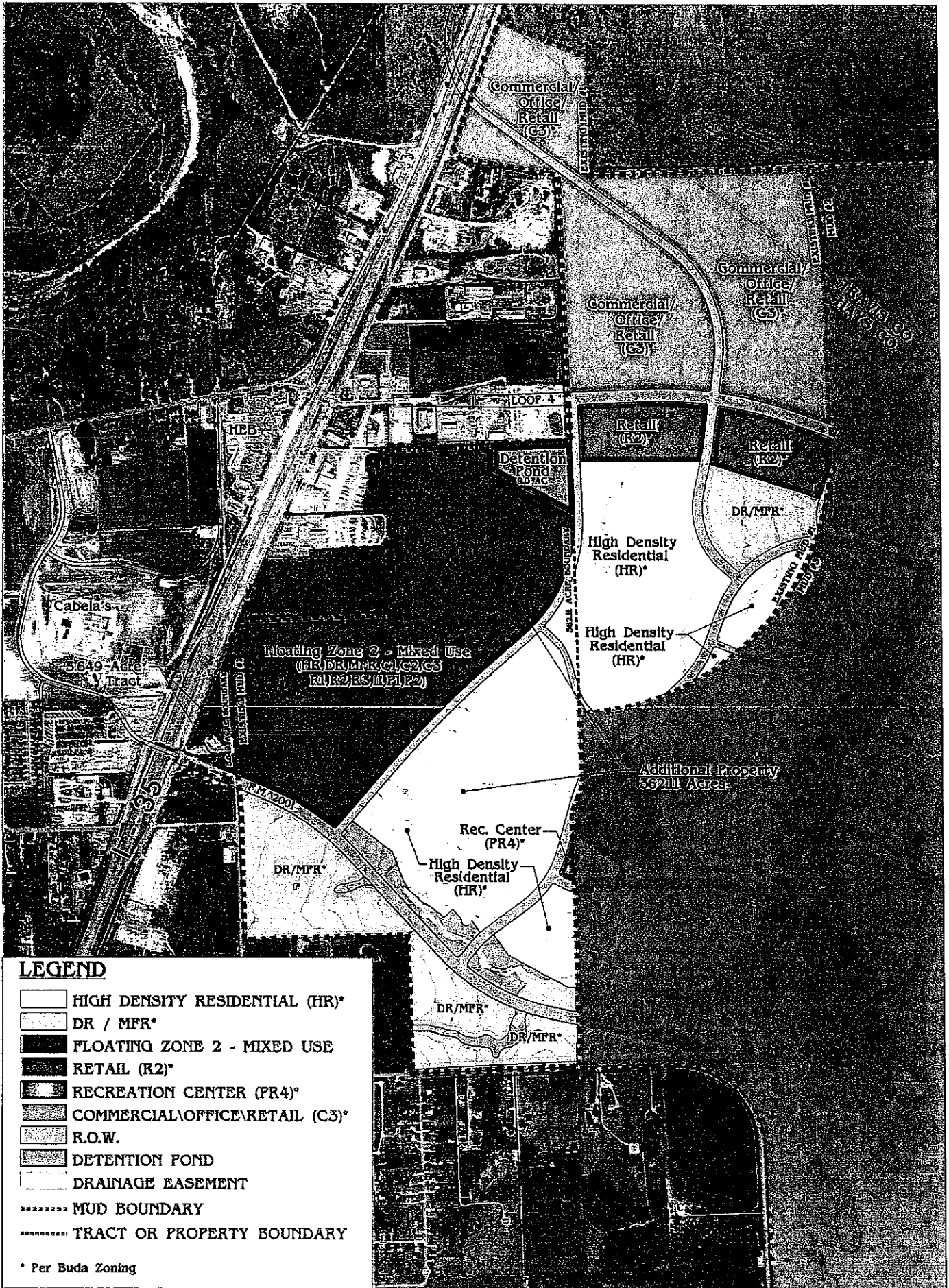
TXDOT FM2001
STA 8+53.3
40' RT.

FM 2001
(80' R.O.W.)

SKETCH TO ACCOMPANY DESCRIPTION

OF 2.489 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.291 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2842, PAGE 460; ALL OF THAT CERTAIN 0.228 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2878, PAGE 86; ALL OF THAT CERTAIN 0.294 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2928, PAGE 434; ALL OF THAT CERTAIN 0.979 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2739, PAGE 398; ALL OF THAT CERTAIN 0.194 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2794, PAGE 86; ALL OF THAT CERTAIN 0.380 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2768, PAGE 496; AND ALL OF THAT CERTAIN 0.154 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2789, PAGE 248, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

Bury+Partners
ENGINEERING SOLUTIONS
3345 Bee Caves Road, Suite 200
Austin, Texas 78746
Tel. (512)328-0011 Fax (512)328-0325
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LEGEND

- HIGH DENSITY RESIDENTIAL (HR)*
- DR / MFR*
- FLOATING ZONE 2 - MIXED USE
- RETAIL (R2)*
- RECREATION CENTER (PR4)*
- COMMERCIAL/OFFICE/RETAIL (C3)*
- R.O.W.
- DETENTION POND
- DRAINAGE EASEMENT
- MUD BOUNDARY
- TRACT OR PROPERTY BOUNDARY

* Per Buda Zoning

EXHIBIT 'C'

Sunfield MUD #1 - Land Use Plan

EXHIBIT D

2.771 ACRES
BUDA PRA II, LP

FN. NO. 06-347(MAZ)
JUNE 22, 2006
BPI JOB NO. 1428-02.93

DESCRIPTION

OF 2.771 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3 AND TRINIDAD VARCINAS SURVEY NO. 9, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF F.M. 2001 AND I.H.-35 RIGHT-OF-WAYS DESCRIBED IN DEEDS OF RECORD IN VOLUME 108, PAGE 183, VOLUME 157, PAGE 163, VOLUME 157, PAGE 549, AND VOLUME 157, PAGE 431, ALL OF THE DEED RECORDS OF HAYS COUNTY TEXAS; SAID 2.771 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the easterly right-of-way line of IH-35, for the westerly common corner of that certain called 362.110 acre tract described in the deed to 2428 Partners, L.P., of record in Volume 2566, Page 235 of the Official Public Records of Hays County, Texas and that certain 20.697 acre tract described in the deed to Johnson Special Land, Ltd., of record in Volume 2468, Page 77 of said Official Public Records, from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of IH-35, at or near TXDOT Station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 1104.77 feet;

THENCE, S22°55'15"W along said easterly right-of-way line of IH-35, the same being the westerly line of said 362.110 acre tract, a distance of 259.49 feet to a calculated angle point at or near TXDOT Station 65+97.66, 231.87 LT., for the **POINT OF BEGINNING** and northerly corner hereof, the same being the intersection of said easterly right-of-way line of IH-35 and the easterly right-of-way line of FM 2001;

THENCE, along said easterly right-of-way line of FM 2001, the same being the westerly line of said 362.110 acre tract, the following three courses and distances:

- 1) S02°30'26"E, passing a TXDOT concrete right-of-way monument found at a distance of 83.10 feet, continuing for a total distance of 851.54 feet to a calculated angle point for the point of curvature of a curve to the left;
- 2) Along said curve to the left, having a radius of 5688.95 feet, a central angle of 03°55'59", an arc length of 390.51 feet, and a chord which bears S04°28'29"E, a distance of 390.43 feet to a calculated point for the end of said curve;
- 3) S06°26'28"E, a distance of 41.22 feet to a calculated point for the southeasterly corner hereof, from which from which a TXDOT concrete right-of-way monument found in said easterly right-of-way line at or near FM 2001 Station 17+75.80 bears the following two calls: S06°26'28"E, a distance of 147.96 feet to a calculated point and along the arc of a curve to the right having a radius of 3859.29 feet, a central angle of 05°06'00", an arc length of 343.52 feet, and a chord which bears S13°53'28"E, distance of 343.41 feet;

THENCE, N68°03'06"W, leaving the westerly line of said 362.110 acre tract, over and across said FM 2001 right-of-way along the southerly line hereof, a distance of 90.93 feet to a calculated point for the southwesterly corner hereof, being in the curving westerly right-of-way line of said F.M. Highway 2001, the same being in the easterly line of Overpass Road right-of-way (100' R.O.W.)- Volume 175, Page 292, of said Deed Records, from which a TXDOT concrete right-of-way monument found in the southerly line of Overpass Road, at or near TXDOT IH-35 Station 78+68.04, 338.08' LT. bears N85°12'38"W, a distance of 364.55 feet (direct survey tie);

THENCE, in part along said easterly right-of-way of Overpass Road, the westerly right-of-way line of F.M. Highway 2001, and the easterly right-of-way line of IH-35, the same being in part the easterly line of that certain 0.20 acre tract described in the deed to Robert Hill and Eddie Royston, of record in Volume 474, Page 740 of said Deed Records, in part the easterly line of that certain 1.698 acre tract described in the deed to Three Visions II of record in Document No. 9918434, in part the easterly line of that certain 0.154 acre tract described in the deed to PRA Buda II, LP of record in Volume 2789, Page 248, in part the easterly line of that certain 0.380 acre tract described in the deed to PRA Buda II, LP of record in Volume 2768, Page 496, in part the easterly line of that certain 0.194 acre tract described in the deed to PRA Buda II, LP of record in Volume 2794, Page 86, and in part the easterly line and northerly line of that certain 0.979 acre tract described in the deed to PRA Buda II, LP of record in Volume 2739, Page 398, all of the Official Public Records of Hays County, Texas, the following three (3) calls:


- 1) Along a curve to the right, having a radius of 5768.94 feet, passing at an arc distance of 42.88 feet a TXDOT right-of-way monument found for the northeasterly corner of said of said Overpass Road right-of-way, continuing for a total central angle of 3°54'47", an arc length of 393.99 feet, and a chord which bears N04°27'53"W, a distance of 393.91 feet to the calculated end of said curve, being at or near TXDOT F.M. 2001 Station 8+53.3, 40' RT.;
- 2) N02°30'28"W, a distance of 349.64 feet to a calculated angle point, being the northeasterly corner of said 0.979 acre tract, at or near TXDOT F.M. 2001 Station 5+04, 40' RT. and IH-35 Station 70+88.73, 366.63' LT.;
- 3) S98°18'03"W, a distance of 157.53 feet to a calculated point for the northwesterly corner of said 0.979 acre tract, for an angle point in the easterly right-of-way line of IH-35 (R.O.W. varies), at or near TXDOT IH-35 Station 71+52.74, 222 40' LT.;

THENCE, N22°55'15"E, over and across said IH-35, right-of-way, a distance of 553.28 feet to the POINT OF BEGINNING, containing an area of 2.771 acres (120,700 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS NOTE: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS E335, H061, A521, AND A520.

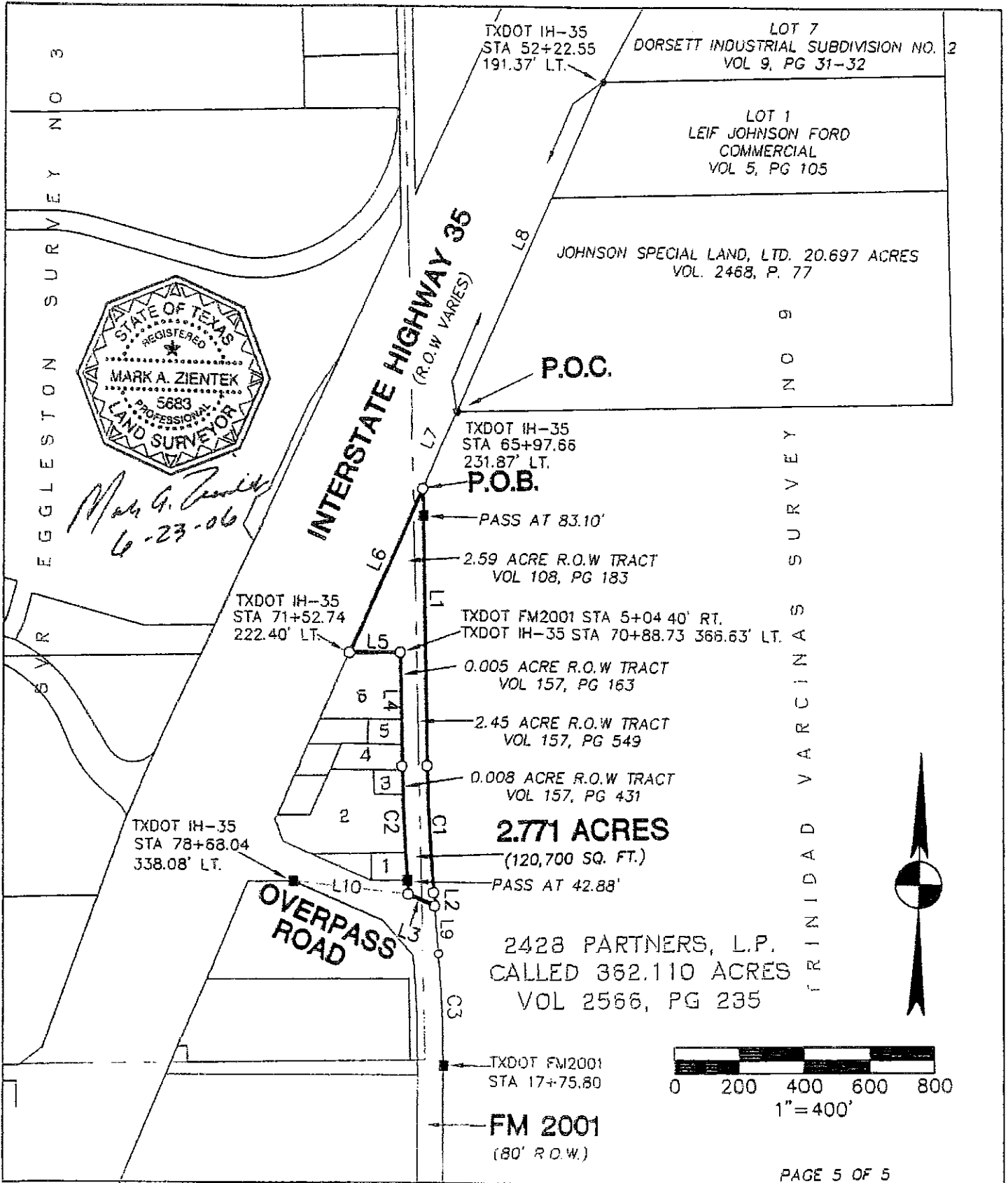
I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION, REFERENCE BPI SURVEY PLAN NO.142802EX10.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746


MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



4-23-06



PAGE 5 OF 5

<p>Bury Partners ENGINEERING SOLUTIONS 3345 Bee Caves Road Suite 200 Austin, Texas 78746 Tel: (512) 323-8911 Fax: (512) 323-3323 Bury+Partners, Inc. ©Copyright 2008</p>	<p>SKETCH TO ACCOMPANY DESCRIPTION OF A 2.771 ACRE TRACT BEING A PORTION OF F.M. 2001 R.O.W. AND IH-35 R.O.W., SITUATED IN HAYS COUNTY, TEXAS.</p>	<p>PROVIDENT REALTY ADVISORS</p>
---	--	---

ADJACENT PROPERTY TABLE

1 ROBERT HILL & EDIE ROYSTON 0.20 ACRE VOL. 474, PG. 740	2 THREE VISIONS II 1.698 ACRES DOC. 9918434	3 PRA BUDA II, LP 0.154 ACRE VOL. 2789, PG. 248
4 PRA BUDA II, LP 0.380 ACRE VOL. 2768, PG. 496	5 PRA BUDA II, LP 0.194 ACRE VOL. 2794, PG. 86	6 PRA BUDA II, LP 0.979 ACRE VOL. 2739, PG. 398

LEGEND

- 1/2-INCH IRON ROD FOUND
- CALCULATED POINT
- R.O.W. MONUMENT FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

LINE TABLE

No.	Bearing	Distance
L1	S02°30'26"E	851.54
L2	S06°26'28"E	41.22
L3	N68°03'06"W	90.93
L4	N02°30'28"W	349.64
L5	S88°18'08"W	157.58
L6	N22°55'15"E	553.28
L7	S22°55'15"W	259.49
L8	N22°55'15"E	1104.77
L9	S06°26'28"E	147.96
L10	N85°12'38"W	364.55

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	3°55'59"	5688.95	390.51	390.43	S04°28'29"E
C2	3°54'47"	5768.94	393.99	393.91	N04°27'53"W
C3	5°06'00"	3859.29	343.52	343.41	S03°53'28"E

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARM GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335

PAGE 5 OF 5

b Bury-Partners
 ENGINEERING SOLUTIONS
 3345 Bee Caves Road, Suite 200
 Austin, Texas 78746
 Tel. (512)328-9011 Fax (512)328-0225
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SKETCH TO ACCOMPANY DESCRIPTION
 OF A 2.771 ACRE TRACT BEING A PORTION OF F.M. 2001
 R.O.W. AND H-35 R.O.W., SITUATED IN HAYS COUNTY,
 TEXAS.

**PROVIDENT
 REALTY
 ADVISORS**

EXHIBIT E

EXHIBIT "F"

DEVELOPMENT STANDARDS

The following development standards shall apply to and control all phases of development within the Property:

1. PERMITTED USES: The following uses are permitted by right anywhere within the Property, without any further special or conditional use approval: a) Residential Uses - Any residential uses, which do not include single family homes, duplexes or manufactured homes are permitted, including without limitation, parking structures, apartments, townhomes, condominiums, senior housing facilities and/or residential retirement centers, etc.; provided however that the density of such uses shall be at least fifteen (15) units per gross acre, shall not exceed thirty (30) units to the acre, and no more than two thousand (2000) residential units shall be developed within the Property. Notwithstanding the above, if any phase of development includes any residential building(s) which also contain(s) retail and/or office uses on the ground floor of one or more of said buildings, then in that case the maximum residential density for that phase of development shall be increased to fifty (50) units per acre. b) Nonresidential Uses - All office, retail, and other commercial uses, including without limitation, retail and commercial uses containing outside storage and/or sales areas, parking structures, shopping centers, retail shops, discount stores, department stores, home improvement stores, wholesale club and sales facilities, grocery stores, food markets, pharmacies, restaurants, bars or taverns where at least twenty five (25%) of their total sales apply to the sale of non alcoholic beverages, food and/or other items, liquor stores, convenience stores, fuel service stations, hotels, motels, and other lodging facilities, financial institutions, offices, medical offices, medical clinics, hospitals, animal clinics and kennels, light industrial buildings (provided however that no industrial buildings shall be located more than one thousand five hundred (1500) feet south of the northern exterior boundary line of the Property, as described herein, nor within four hundred (400) feet of the eastern exterior boundary line of the Property, as described herein), self storage units (provided however that no self storage buildings shall be located more than one thousand five hundred (1500) feet south of the northern exterior boundary line of the Property, as describe herein, nor within four hundred (400) feet of the eastern boundary line of the

Property, as described herein), schools, government facilities, movie theatres, indoor or outdoor entertainment facilities, health clubs, sports facilities, auto and truck sales, leasing, servicing, repair facilities (provided however said auto and/or truck facilities shall not total more than twenty (20) acres in one or more tracts and the eastern boundary line of any such tract(s) shall not extend more than one thousand (1000) feet west of the eastern boundary line of the I-35 frontage road), car washes, etc. The following uses are prohibited uses which are not permitted anywhere within the Property = flea markets, sexually oriented businesses, pawn shops, heavy industrial equipment sales or rentals, heavy industrial warehousing, and manufacturing

2. HEIGHT: No buildings or other improvements located within two hundred (200) feet of the eastern boundary line of the Property, as described herein, shall exceed three (3) stories in height. No buildings or other improvements located within four hundred (400) feet of the eastern boundary line of the Property, as described herein, shall exceed four (4) stories in height. Notwithstanding the above, no buildings or other improvements located within the Property, which are located more than four hundred (400) feet from the eastern boundary line of the Property, as described herein, shall exceed eight (8) stories in height.
3. DESIGN STANDARDS: The exterior finish of all buildings shall be at least sixty percent (60%) masonry, except for doors, windows, roofs, patios, balconies, awnings, gutters, special decorative features and trim areas. For purposes hereof, "masonry" shall mean stone, simulated stone, brick, or other similar materials, tile, split faced block, stucco, concrete tiltwall panels (but all tiltwall panels shall either be masonry veneered or texture coated; however no aggregate pebble coating of tiltwall panels shall be permitted), or such other materials as from time to time approved by either the City Planner or the City Administrator. Roofs may be flat or pitched. Roofing materials on all buildings shall consist of a minimum of twenty (20) year asphalt shingles, or tile, slate, simulated slate or tile, copper, non-reflective metal, or such other materials as from time to time approved by either the City Planner or the City Administrator. No more than ten percent (10%) of the ground floor building façade located within a nonresidential building facing a public street shall be required to contain windows or doors that allow for visibility into that building. Notwithstanding anything herein contained, the exterior finish of all light industrial buildings developed within the Property shall comply with the requirements set forth in the Code.

4. MAINTENANCE: All buildings, as well as all other improvements constructed or installed within the Property, including without limitation, parking areas, parking structures, loading and service areas, drives, streets, ramps, sidewalks, trash enclosure areas, service and mechanical equipment, etc. shall be maintained in good condition and repair. For purposes hereof, "good condition and repair" shall mean and include: maintaining all paved areas in a level condition; removing all papers, debris and refuse and sweeping or cleaning as is reasonably necessary to keep all areas in a clean condition; repairing and/or replacing any lighting, signs, markers and pavement lines; and maintaining all perimeter building walls and other walls in good condition and repair.
5. BUILDING SETBACKS: Minimum building setbacks (including car ports and garages) from any public street shall be minimum of fifteen (15) feet. No internal side yard set backs shall be required for any lots within the Property. Side yard setbacks for any building located within the Property, to any external boundary line of the Property, shall be a minimum of fifteen (15) feet. Notwithstanding the above, if approved by the City Planner or the City Administrator, the minimum building setbacks may reduced from the above referenced minimums in order to create a more "urban design" or type of development within portions of the Property. Notwithstanding the above, the minimum building setback running along the eastern external boundary line of the Property, as described herein, shall be a minimum of thirty (30) feet.
6. LOT SIZE: All residential lots shall have a minimum lot width of twenty six (26) feet. All nonresidential lots shall have a minimum lot width of fifty (50) feet; provided however that the minimum required lot frontage on any public or private street, including any flag lots, shall be twenty (20) feet, unless further reduced by the City Planner or City Administrator, for flag lots which are accessed by joint use driveways. All lots shall have a minimum lot area of two thousand (2000) square feet.
7. SERVICE/MECHANICAL/LOADING AREAS: All trash and refuse storage areas shall be enclosed. Enclosures must be of sufficient height to visually screen all refuse containers. All such enclosures must be constructed of masonry materials for residential and nonresidential buildings. All such enclosures shall be designed to have sufficient capacity to contain all trash and refuse generated from such building(s) between scheduled collections. Gates are required on said enclosures for

all nonresidential building and parking areas. For residential buildings and parking areas, gates are required on said enclosures if the delivery side of the trash enclosure faces a public street. All ground mounted service equipment (e.g. air conditioners, utility transformers, trash collection equipment, etc.) shall be visually screened, which screening can be achieved either by the installation of permanent and evergreen landscaping or by the above referenced enclosures. All roof mounted mechanical equipment must be visually screened from view from all parking areas, or public or private streets. All loading dock and service areas shall be visually screened by using either the installation of permanent and evergreen landscaping, by the above referenced enclosures, or by being depressed in order to meet visual screening requirements. All delivery vehicles shall park in the designated loading and service areas parking spaces. All loading and service area parking spaces must be clearly denoted on the pavement. All loading dock and service areas must be paved and drained.

8. STREET LANDSCAPING: A minimum of a ten (10) foot wide landscape easement shall be provided adjacent to the right of way for all public streets, which either border the Property or are otherwise located within the Property. All areas within said landscape easements shall be used for the purpose of installing landscaping, sidewalks, water features, decorative pavers, ramps, paths, streets or driveways crossing said easement areas, lighting, signage, decorative or entry features, irrigation, drainage areas, utilities, meters, utility structures and other utility equipment. Street trees shall be planted within said landscape easement areas adjacent to all public streets. Said street trees shall be a minimum of two inches (2") in caliper size, shall be planted no more than fifty (50) feet apart, and shall be detailed in a landscaping plan submitted to the City with the site plan submitted for any phase of development that includes a public street(s). All of said street trees and said street landscaped easement areas shall be either seeded, sodded, or contain permanent and evergreen ground cover and all such areas shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris. As and when a public street is ever constructed along the eastern boundary line of the Property, as described herein, the aforesaid landscape easement area running along the western right of way line for said street shall be maintained by either PRA (or its successors or designees) or 2428 (or its successors or designees), as the case may be, at their sole cost and expense, to the extent that either party owns the land contiguous a particular portion of said western right of way line for said street. To the extent landscaping is ever installed within the median of

roadway FM 2001, which runs along the southern boundary line of the Property, then such median landscaping shall be maintained by PRA (or its successors or designees) for the distance commencing where the landscaped median is first installed east of the FM 2001/I-35 intersection, running easterly to the point which is the eastern boundary line of the Property, as herein described. In such case, 2428 shall reimburse PRA (or its successors or designees) for fifty percent (50%) of the total cost for maintaining said landscaped median, on a quarterly basis, paid within thirty (30) days after receipt of invoice.

9. PARKING LOT LANDSCAPING: A minimum of sixty (60) square feet of landscaping area shall be required for every twelve (12) parking spaces located within any parking lot. Either a landscaped island, median, or peninsula shall be located within seventy five (75) feet of any part of any parking spaces located within a parking lot. Landscaped islands, medians, or peninsulas shall have a minimum width of six (6) feet, as measured from the inside of the curb. At least one (1) tree, which is at least two (2) inches in caliper size shall be located within seventy five (75) feet of any part of any parking spaces located within a parking lot.

10. LANDSCAPE MAINTENANCE/OPEN SPACE LANDSCAPING: In conjunction with the development of any portion of the Property, all landscaped areas existing within said portion(s) of the Property subsequent to the completion of said development shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris and free of dead trees, shrubs and other plants. In conjunction with the development of any portion of the Property, subsequent to the completion of said development, all areas which are not located within landscaped easement areas adjacent to public streets, or which do not contain building(s), streets, sidewalks, ramps, paths, decorative features, water features, driveways, parking areas, or other improvements (i.e. areas which include open space, e.g. utility easements and drainage and flood plain areas, etc.), shall be either seeded, sodded or contain permanent and evergreen ground cover as set forth in the Code and shall be irrigated, mowed and maintained so as to remain in a clean condition, free of debris. Notwithstanding the above, until development of any portion of the Property is completed, pursuant to a site plan submitted to and approved by the City, as hereinafter provided in this Agreement, none of the open space landscape or irrigation requirements set forth in this paragraph shall apply to that portion of the Property; provided

however, said portion of the Property must still be mowed and maintained so as to remain in a clean condition, free of debris.

11. UTILITY LINES: All utility service lines installed within the Property must be underground to connection points provided by the utility service provider.
12. FENCING: Fencing may be constructed anywhere within the Property for the purpose of visual screening or security. For any nonresidential phase of development all fencing shall either be wrought iron, masonry or some combination thereof; provided however that no concrete panelized fencing shall be permitted. Notwithstanding the above, in the case of any retail building(s) which are constructed so as to abut the eastern boundary line of the Property, as herein described, and where the rear of such retail building(s) face(s) the eastern boundary line of the Property, as herein described, only masonry fencing shall be permitted as a visual screen for the length of any such retail building(s). For any residential phase of development in addition to the fencing requirements set forth above, treated wood fences with wood covered poles or columns are also permitted. In addition, other fencing or fencing materials that are approved by either the City Planner or the City Administrator, may be utilized for fences, gates or as decorative features for any fencing located within the Property.
13. SITE PLAN: In order to determine compliance with the development standards set forth in this Exhibit "F", a site plan for each phase of development within the Property shall be submitted to the City Planner or the City Administrator's office, prior to the submittal of an application for a building permit. In general, the site plan shall show the location of the building(s), any parking areas, loading areas, driveways, sidewalks and streets, if any, to be located within that phase of development; as well as a preliminary landscape plan for the landscaped areas depicted on the site plan. Once submitted, the City shall either approve the site plan, in writing, or issue a letter to the applicant stating any objections to the site plan, within thirty (30) days after its submittal to the City. Any objection(s) to the site plan shall be limited to the failure of the site plan to meet a specific requirement of the Code or of this Exhibit "F", in the reasonable discretion of the City Planner or the City Administrator.
14. PARKING LOT LIGHTING: All light fixtures shall be shielded or hooded so that light is generally directed downward to minimize excessive glare. For nonresidential parking areas, light standards shall

be metal poles, not to exceed forty (40) feet in height. For residential parking areas, light standards shall be metal poles, not to exceed thirty (30) feet in height. Notwithstanding the above, galvanized poles shall not be permitted.

15. OUTDOOR SALES AND DISPLAY: Outdoor sales and display areas are permitted as an accessory use in conjunction with the principal use of a building, which principal use includes ground floor square footage designated for retail sales to the public; provided however that said outdoor sales and display areas shall not block any sidewalks located adjacent to any buildings within the Property, and outdoor sales and display areas for retailers whose gross building square footage is less than ten (10) thousand square feet, shall be limited to temporary or seasonal sales and displays, not to exceed thirty (30) days in continuous duration, nor exceed a total of sixty (60) total days in a one calendar year.

16. PARKING: All parking spaces shall be a minimum of nine (9) feet in width. Angled parking shall be permitted. Shared parking and/or smaller parking spaces designated for compact cars shall be permitted, subject to the written approval of either the City Planner or the City Administrator. For each phase of residential development within the Property, the following minimum parking requirements shall apply: one (1) parking space for each one bedroom dwelling unit, and two (2) parking spaces for each dwelling unit that contains more than one bedroom. Parking requirements for senior housing and/or residential retirement center units located within any phase of development may be reduced, subject to the approval of the City Planner or City Administrator, based upon reasonable requirements and parking standards utilized for comparable residential developments within the State of Texas. For each phase of nonresidential development within the Property, the following minimum parking requirements shall apply to the following uses based upon the total square footage of enclosed and air conditioned floor area that is contained within the building(s) located within that phase of development: a) Office = four (4) spaces per 1000 square feet; b) Retail = five (5) spaces per 1000 square feet; c) Medical Office = five (5) spaces per 1000 square feet, Health Clubs = eight (8) spaces per 1000 square feet; d) Light Industrial = three (3) spaces per 1000 square feet; e) Restaurants, Bars and Taverns = ten (10) spaces per 1000 square feet. For any Hotel or Lodging Facilities, the following minimum parking requirements shall apply = one (1) space per hotel or lodging room. For any Movie Theatres, the following minimum parking requirements shall apply = one (1) parking space for every four (4) seats

contained with the movie theatre complex. All other parking requirements, for uses not specifically set forth above, shall be as required by the Code.

17. SIGNS: No roof top signs shall be permitted. Building signs identifying occupants having their own individual external entrances to a building are permitted on the ground floor on all four sides of nonresidential buildings. However the length of any such building sign shall not exceed seventy-five (75%) percent of the total building frontage width for that occupants space within the building. In addition the height of any such building sign shall not exceed thirty (30) inches, for one (1) line of copy, or thirty six (36) for two (2) lines of copy. All such signs shall either be raceway or wireway mounted signs. For nonresidential buildings where a sign is requested for the occupant of a space which does not have its own external public entrance to the building or is requested to identify the building name, then in such case, a building sign for that occupant or a sign identifying the building name may be placed above the ground floor of the building. In such case, the height and area of such sign shall be as set forth in the Code. At the election of the applicant requesting a freestanding sign(s), all freestanding signs will either be monument signs or pylon signs. The structural base of all such monument or pylon sign, including the structural poles for any pylon sign (but excluding the display areas of any sign, where sign panels, letters, numbers or logos are located) shall be constructed with masonry materials (as the term "masonry" is described in paragraph 3 above). All monument signs shall not exceed ten (10) feet in height. Except as set forth below, all pylon signs shall not exceed thirty (30) feet in height. Except as set forth below, no more than one (1) pylon or monument sign may be located on any lot within any phase of development and the maximum area of said signs (herein defined as the total area contained within a polygon containing the actual lettering and any logo shown on the sign), shall be one hundred and fifty (150) square feet on each side of the sign. Said sign may identify more than one business, building or designated area of development within the Property, whether or not said business, building or designated area of development is located on that lot. Notwithstanding the above on lots which front on two (2) public or private streets, two (2) pylon or monument signs may be located on that lot (i.e. one on each side of the lot, which contains a street). Notwithstanding the above, on lots totaling two (2) acres or more, two (2) additional freestanding monument or pylon signs may be installed; provided that such additional signs meet the height and area requirements set forth above, and provided that all such signs are

located at least one hundred and fifty (150) feet apart on the lot. Notwithstanding anything herein contained, in addition to the monument and pylons signs referred to above, three (3) additional pylon signs may be located anywhere within the Property that is also within five hundred (500) feet of the western boundary line of the Property, which exceed the height and area requirements set forth above; provided that each of these pylon signs does not exceed fifty (50) feet in height and does not exceed four hundred (400) square feet of total area on each side of the sign. These three (3) pylon signs may identify any shopping center, residential development or mixed use development located within the Property, and may also identify more than one business, building, or designated development area within the Property, whether or not any of the above are located on the lot on which any of such pylon sign is located. Notwithstanding the above, all pylon signs or monument signs located along the right of way for FM 2001, and located within five hundred (500) feet of the southeast corner of the Property, shall not exceed fifteen (15) feet in height. For purposes of this Agreement, any architectural or decorative feature or structure which is constructed on the Property (e.g. a windmill, tower, flagpole, etc.) and which may or may not designate the name of a particular phase of development located within the Property; but which does not advertise any specific business or businesses located within the Property, shall not be deemed to be a "sign". However, any such feature or structure constructed or installed shall not exceed seventy five (75) feet in height, and shall not be located within five hundred (500) feet of the eastern exterior boundary line of the Property, as herein described.

18. EXISTING CITY UNIFIED DEVELOPMENT CODE: With respect to any approvals by the City of any proposed use(s), site plan(s), subdivision plat(s), or any other matters pertaining to any phase of development within the Property, the following Sections or Tables contained within the Code are hereby deleted in their entirety and no longer applicable to the Property: Table 4.2, Section 4.9, Section 4.12, Table 5.1, Section 6.5(2), Section 7.5, Section 7.6 (3)(d)(e)(f) and (g), Section 8.6, Tables 10.1, 10.2 and 10.3, and Section 10.4(13). Notwithstanding the above, and in addition thereto, with respect to any of the aforesaid approvals by the City, to the extent that any other conflicts, disputes or variances occur between the interpretation and/or application of the terms and conditions contained in the Agreement and this Exhibit "F" and any of the terms and conditions contained within the Code, including any amendments or substitutions thereof, then in all cases, the terms and

conditions contained in the Agreement and this Exhibit "F" shall control and govern the disposition of any such conflicts or variances.

Filed for Record in:
Hays County
On: Aug 01, 2007 at 08:19A
Document Number: 70022494
Amount: 188.00
Receipt Number - 176143
By,
Alisha Herzog, Deputy
Linda C. Fritsche, County Clerk
Hays County



Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-285- #F.1

Contact: Micah Grau

Subject: Workshop and presentation and possible action on the proposed 2021 bond referendum election (Deputy City Manager Micah Grau, Jeff Barton and Kara Buffington of Gap Strategies)

1. Executive Summary

The purpose of this presentation is to provide an update to the Planning and Zoning Commission (P&Z) on the Buda Bond Advisory Committee process. Staff, along with Gap Strategies, also seeks input and feedback from P&Z that can help City Council set priorities and direction.

2. Background/History

In 2020, the City Council directed staff to take steps to prepare for a bond referendum to be held in November 2021. General Obligation bonds are voter approved bonds used for the design and construction of capital projects such as facilities, transportation, parks & trails, drainage, etc. These bonds are backed by the full faith and credit of the City and supported by ad valorem rates.

In December 2020, the City Council appointed an 11-member bond advisory committee to review potential projects and to report back with a recommended slate of projects. In January 2021, the City Council authorized a contract with Gap Strategies for bond facilitation services. Since that time, the Buda Bond Advisory Committee has met three times and has completed an initial round of public input to gauge residents attitudes towards a bond election and to identify priorities.

Gap Strategies will provide an update on the process and seek feedback.

3. Staff's review and analysis

The Government Code Chapter 1251 and the Texas Elections Code directs how bond elections are conducted.

The Buda Bond Advisory Committee has provided an initial ranking of mobility, park, and drainage projects. Please see the attached report that details the rankings and dollar amounts. Staff is seeking

feedback from the City Council on the Committee's rankings and to see if any further direction should be provided to the Committee. The City Council ultimately decides what is included and considered as part of the election.

4. Financial Impact

The financial impact of a bond election is subject to the timing of bonds, the assessed taxable value of the City, the City's bond rating, and the amount needed for projects.

5. Summary/Conclusion

The purpose of this presentation is to provide an update to the P&Z on the Buda Bond Advisory Committee process. Staff, along with Gap Strategies, also seeks input and feedback from the P&Z to help City Council set priorities and direction.

6. Pros and Cons

Not applicable.

7. Alternatives

Not applicable.

8. Recommendation

Staff asks that the P&Z provide feedback on the potential bond project priorities.

City Council Packet Brief: Buda Bond Advisory Committee (BBAC)

The Buda Bond Advisory Committee appointed by Council is in the midst of a several-months-long process to review potential bond projects, prioritize them, and make recommendations to the City Council. The effort is being facilitated by an outside planning consultant, Gap Strategies, with assistance from City staff. Jeff Barton from Gap Strategies last updated City Council on May 15th.

Committee members have now met five times (four virtual meetings and one in-person meeting), and plan to next meet in the first week of July. BBAC members are engaged in extensive homework assignments as well as voting exercises to narrow down project recommendations for the bond. The projects below are not a final draft. The committee will meet again on July 6 to consider Facilities projects and to finish prioritizing mid-tier items based on a variety of factors, from quality of life to mobility and economic development.

So far, BBAC members have voted on Transportation projects, Parks and Recreation projects, and Drainage projects. BBAC members have put the projects into tentative categories in order to prioritize the most important projects that should be included in the bond. Tier 1 projects are high-priority projects, and will be included in the final bond recommendations if possible. Tier 2 projects are medium-priority projects. They will be included if the bond amount has a surplus, or if a Tier 1 project becomes undoable. Tier 3 projects are low-priority projects, and will most likely not be included in the final bond language.

Additionally, the BBAC members have had the opportunity to hear a presentation from the City's Financial Advisor, Jennifer Ritter, about the City's bond capacity. The conservative estimate for a \$10 per month I&S tax increase is \$87,125,000. Initial pricing for Transportation projects the BBAC has put into Tier 1 is \$36,055,000; the pricing for Parks projects in Tier 1 is \$8,950,000; combined these Tier 1 projects would be \$45,005,000. Drainage projects being considered add up to an additional \$11.35 million. Potential Facilities projects are more than \$7.5 million.

Project Rankings

Mobility Project Rankings

(These rankings were unanimously agreed upon by the committee members in BBAC #5)

Tier 1

1. M09 Old Black Colony Road Reconstruction - \$6,100,000
2. M10 West Goforth Road Reconstruction - \$5,900,000
3. M27 Overpass Road / FM 2001 Intersection Improvements - \$800,000
4. Bike/Pedestrian improvements throughout the city - \$2,000,000
5. Elm Grove Lane (Right turn onto FM 1626) *needs more discussion* - TBD
6. M29 RM 967 Accel / Decel Lanes - \$2,100,000
7. M21 Austin Street Reconstruction - \$2,600,000
8. FM 2770 / Main St / China St Pedestrian Connections - TBD

9. M14 Talley Loop Rehabilitation - \$455,000
10. MO6 IH 35 to Old San Antonio Road Connector - \$400,000
11. M24 Cole Springs Road Reconstruction - \$14,300,000
12. M16 Green Meadows Lane Rehabilitation - \$1,400,000

Tier 1 Total: \$36,055,000

Tier 2

1. M26 Downtown Streets Reconstruction - \$4,100,000
2. ** SH 45 SW tie-in from Bailey Ranch - TBD - (added in BBAC #4)
3. M17 Middle Creek Drive Rehabilitation - \$2,000,000
4. M25 Old Goforth Rd / FM 2001 Reconstruction (Overpass to Hillside Terr.) - \$6,200,000
5. M20 Railroad Street Reconstruction - \$1,600,000
6. Downtown Parking - Cost TBD
7. M31 Downtown Railroad Xing Safety Improvements - \$8,400,000
8. M07 Downtown Streetscaping Improvements – Main St - \$1,232,000
9. M23 Interstate Drive Reconstruction - \$458,000
10. Accelerate General Pavement Management - \$21,000,000
11. Railroad Street Connection to West Goforth - Cost TBD
12. **Garlic Creek East-West Arterial - \$16,100,000
13. M15 Oyster Creek Drive Rehabilitation - \$920,000
14. M28 Oyster Ck / Mark's Overlook at RM 967 Signal - \$400,000
15. Garison Road Extension - \$12,000,000

Tier 2 Total: \$74,410,000

Tier 3

1. M03 Cabela's Dr at Old San Antonio Rd Traffic Signal - \$400,000
2. Main St East to Turnersville Rd. and widening of Main St. East - Cost TBD
3. M32 Harvest Meadows Roadway Extension - \$1.9 M
4. Extend Main Street from Sunfield Pkwy to Turnersville (with Hays Co.) - Cost TBD

Parks and Recreation Project Rankings

Tier 1

1. Garlic Creek Trail (Pedestrian Bridge From Cullen County To 967/White Oak) - \$330,000
2. Acquisition Of Eastside Park - \$7,000,000
3. Onion Creek Trailhead And Improved Trail From Lower Campus To Garison Park - \$200,000
4. Green Meadows Park Enhancements - \$210,000
5. Onion Creek Trail From Cole Springs To Lower Campus - \$210,000
6. City Park Parking Lot - \$1,000,000

Tier 1 Total: \$8,950,000

Tier 2

1. Onion Creek Trail, Garison Park To Camp Moody - \$560,000
2. Buda Sportsplex, Final Phase - \$3,200,000
3. Greenbelt Park Improvements - \$800,000
4. Garison Park, Phase 1 - \$11,000,000

Tier 2 Total: \$15,560,000

Tier 3

1. Garison Park, Phase 2 (Nature Center) - \$9,000,000

Drainage Project Rankings

(These tiers are not final, but the committee is considering leaving out most drainage projects out of the bond)

Tier 1

None

Tier 2

1. D02 Whispering Hollow Street Drainage - \$410,000
2. D03 Garlic Creek Tributary Under RM 967 - \$320,000
3. D05 West Lifschutz Area Drainage - \$1,700,000
4. D07 Lifschutz Central Area Drainage - \$1,400,000

Total: \$3,830,000

Tier 3

1. D06 Drainage Master Plan - \$175,000
2. D08 West Goforth Drainage Improvements - \$150,000
3. D09 Wild Wind Cove Groundwater Study - \$50,000

Mobility Projects Ranking Exercise Comments

"I realize this may be a small thing, but sidewalks need to be addressed on FM967. While there may be a need to fix a sidewalk gap near Cabela's, I would think pedestrian access and safety in front of subdivisions would have a priority. While there are some sidewalks, there are quite a few gaps. I believe fixing these gaps should be in this bond program, specifically stated."

"If drainage is not improved on failing roadways, improvements to those roadways will be short lived and cost more in the long run. We need to be mindful of relieving current congestion in conjunction with anticipating future growth."

"A modest \$ approach overall, don't go too big. The 1626/967 intersection and potential connections to SH45 loom large on the west side."

"Buda should have the goal of full treeshaded sidewalks and bike lanes by 2030."

"Best time to build is now, build the small items for speed and the small victories the community can see and notice the positive impact, focus on high growth/traffic areas, rehab streets with worst condition scores before others."

"Some of these items were in the bond package from 2014 and were deleted due to other changes made. Safety is important. I have concerns with the City of Buda taxpayers paying for rehabilitation and or construction of roads that are not in the City of Buda and are county roads. I also feel more should be done by developers in the area where new developments are going. I also have concerns with making major changes to roads (ex. 967) that have already been reconstructed."

"Main St just east of IH 35 needs repainting. It's very dangerous that drivers can't see the roads narrowing to one lane. Yes, the future growth will need Main St to Firecracker widen. But in the meantime, repainting is needed."

Parks and Recreation Projects Ranking Exercise Comments

"I disagree with not including parks in the 2021 bond package. I don't believe all residences of the City of Buda only want improvements to roads. In my opinion some of the roads that were part of a subdivision should have been taken care of by the developers. Not the city. They should have been built correctly with the development. When developers donate park space, the space has to be developed by the City of Buda. The developers don't develop the park land they donated. There are specific guidelines that determine whether a developer donates land or pays the fee in lieu. My first choice is to purchase land for a park on the east side of Buda. It seems most of the developments on the west side of Buda have received a great deal of improvements to their parks. City

Park and Garrison Park and the land acquisition on the east side would be for the enjoyment of all of the City of Buda, not just the people who live in a specific development.”

“We should not be addressing parks in this bond. We just allocated millions of dollars for parks in the last bond, have a robust park system already, and every other time a developer comes forward it seems like the staff finds a way to justify allowing them to avoid dedicating their own park space and instead paying fee in lieu. If we need additional park space it should come as a part of new developments and paid for by the developers. I have ranked towards the top projects that would actually address mobility and connectivity, in addition to the downtown greenbelt. This bond is not the appropriate place for \$20+m in new parks projects. In the final analysis there is, in fact, a finite amount of money that the taxpayers will approve and our priority must be on moving vehicles and bodies.”

“East side options for parks are vital, more pedestrian access to and from parks”

CITY OF BUDA 2021 BOND FACILITATION

Buda City Council Update #2
June 15th, 2021

Gap Strategies

Policy | Planning | Public Engagement

01

**WELCOME & WHERE WE
ARE NOW**

Welcome, review agenda, and goals for meeting

02

BBAC #5 RECAP

Recap of BBAC #5 including Jennifer Ritter's bond capacity presentation

03

NEXT STEPS

Review the process we'll be using with the BBAC, and what we anticipate needing from staff moving forward

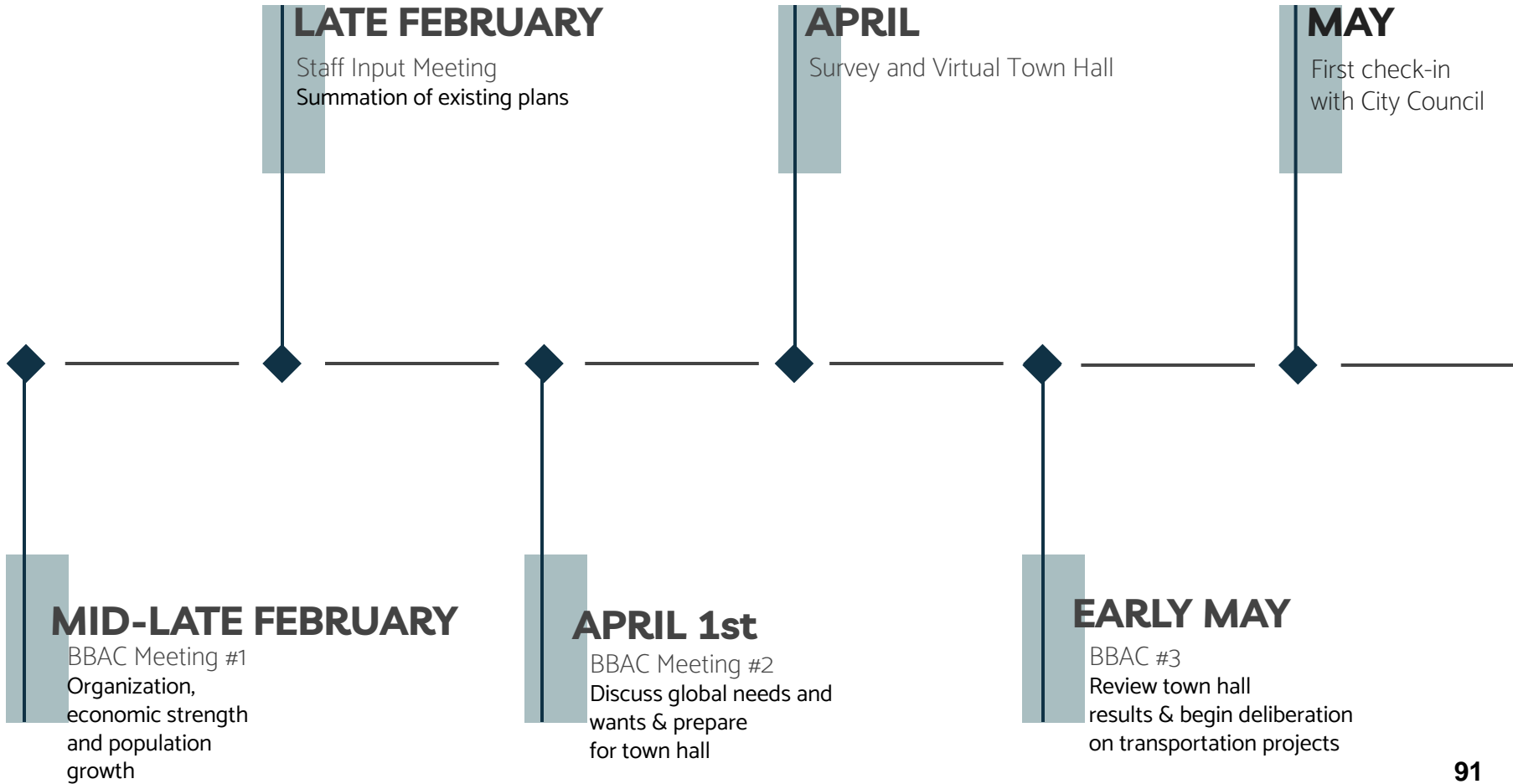
An aerial photograph of a town, likely Buda, Texas. In the foreground, a large white water tower stands on a metal lattice structure. To its right, railroad tracks run parallel to a paved road. The town features a mix of residential houses, commercial buildings, and parking lots. The background is filled with green trees under a blue sky with scattered white clouds. A dark grey semi-transparent box is overlaid on the top left of the image, containing the text 'WHERE WE ARE NOW' in white, bold, sans-serif font. The word 'BUDA' is faintly visible in the background of this box.

**WHERE WE ARE
NOW**

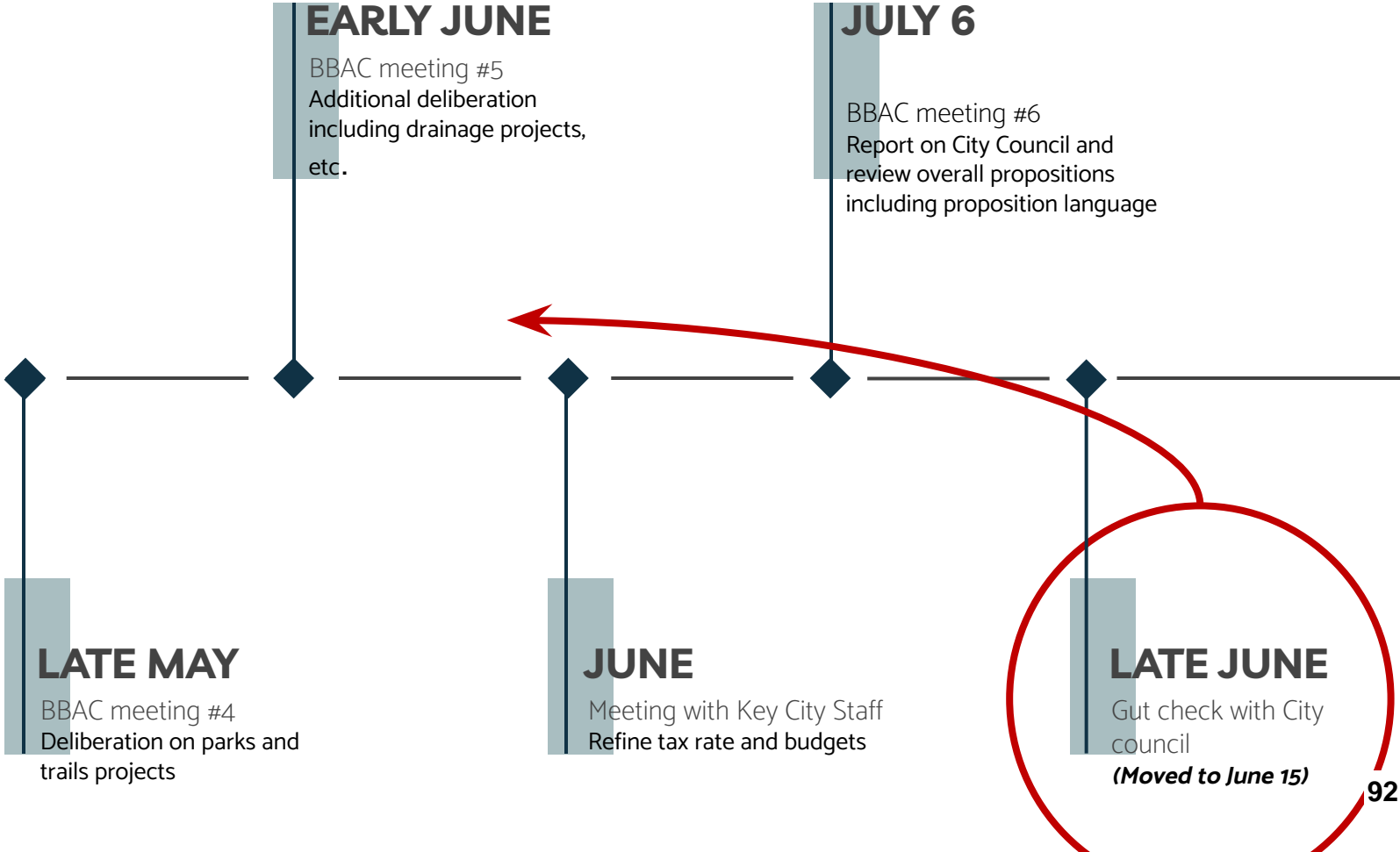
BUDA

WELCOME

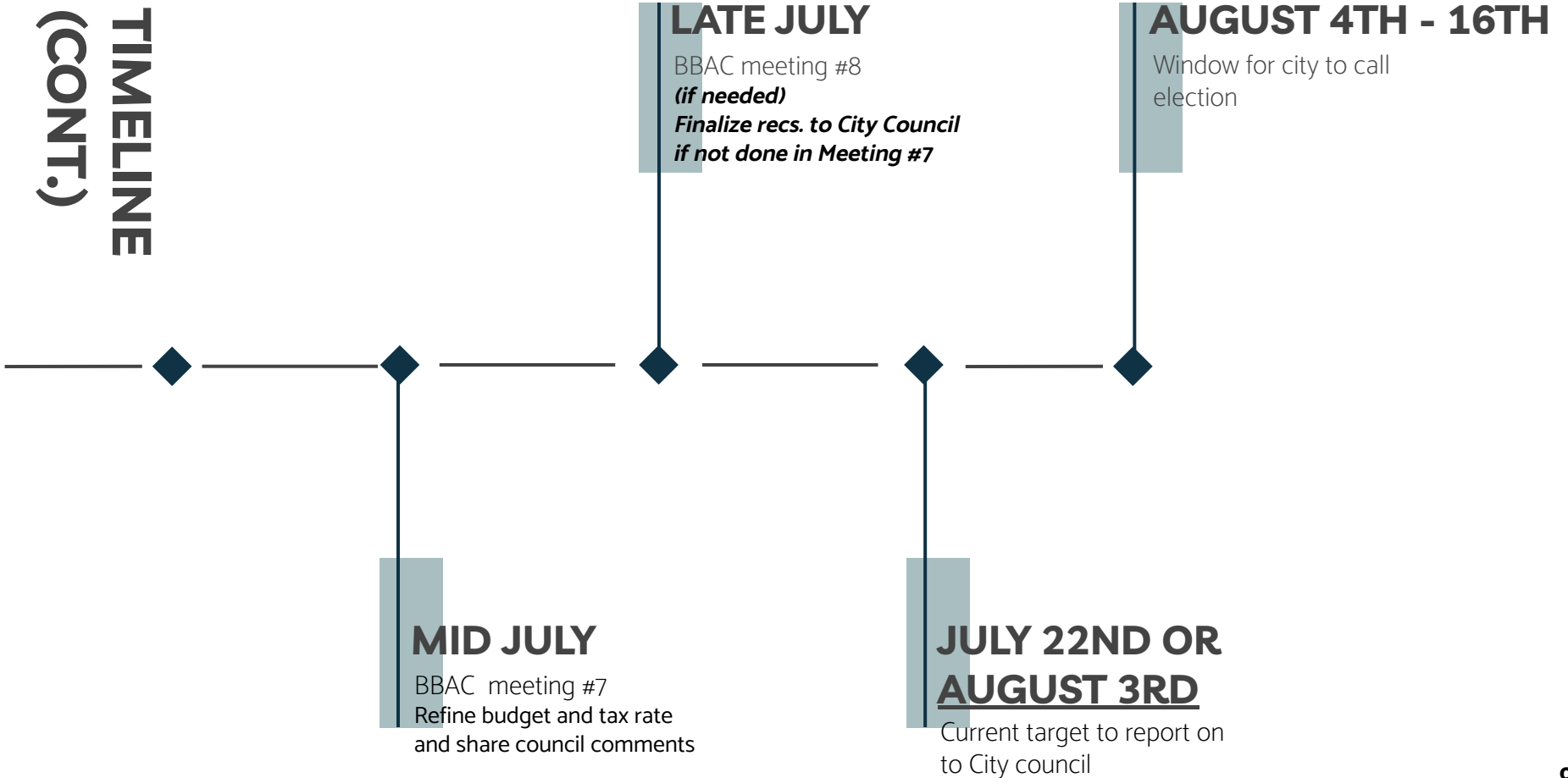
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BBAC #5 RECAP



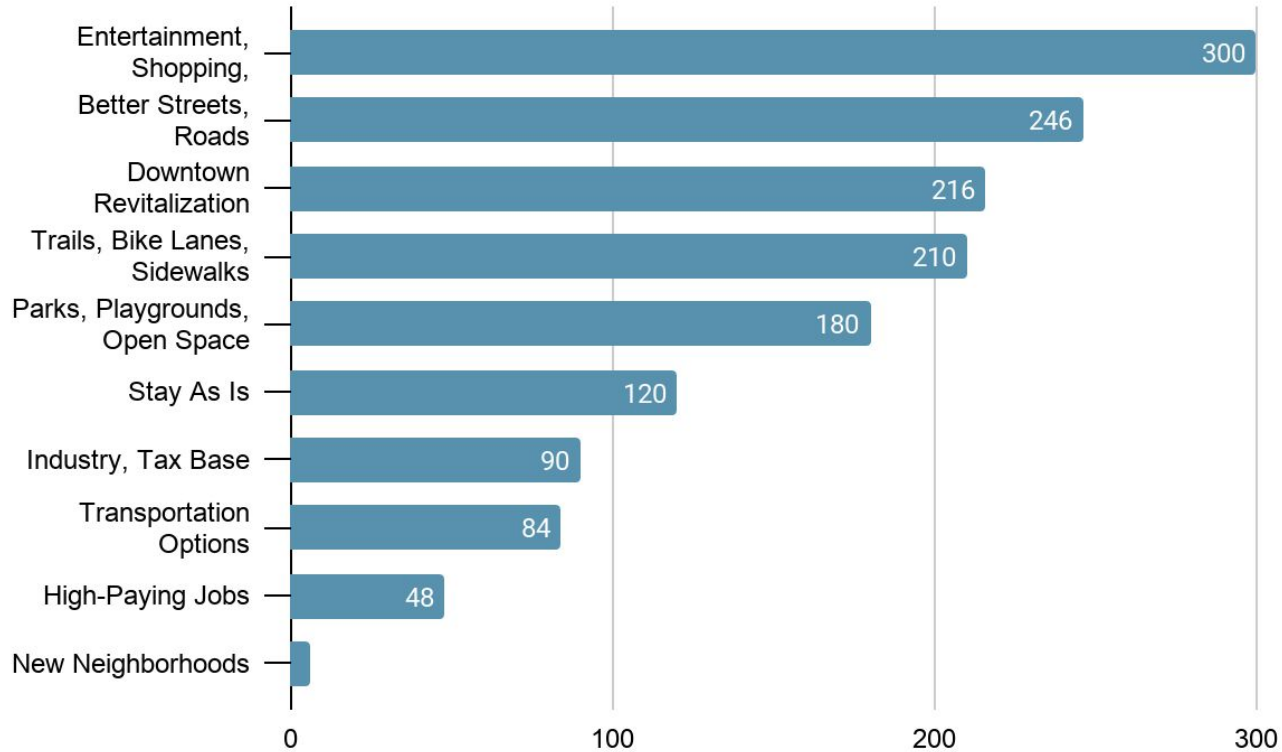
02

SUMMARY OF PROGRESS

- There have been five community advisory meetings,
- A town hall meeting with a community survey
- Preliminary coordination with Financial Advisor and Bond Counsel

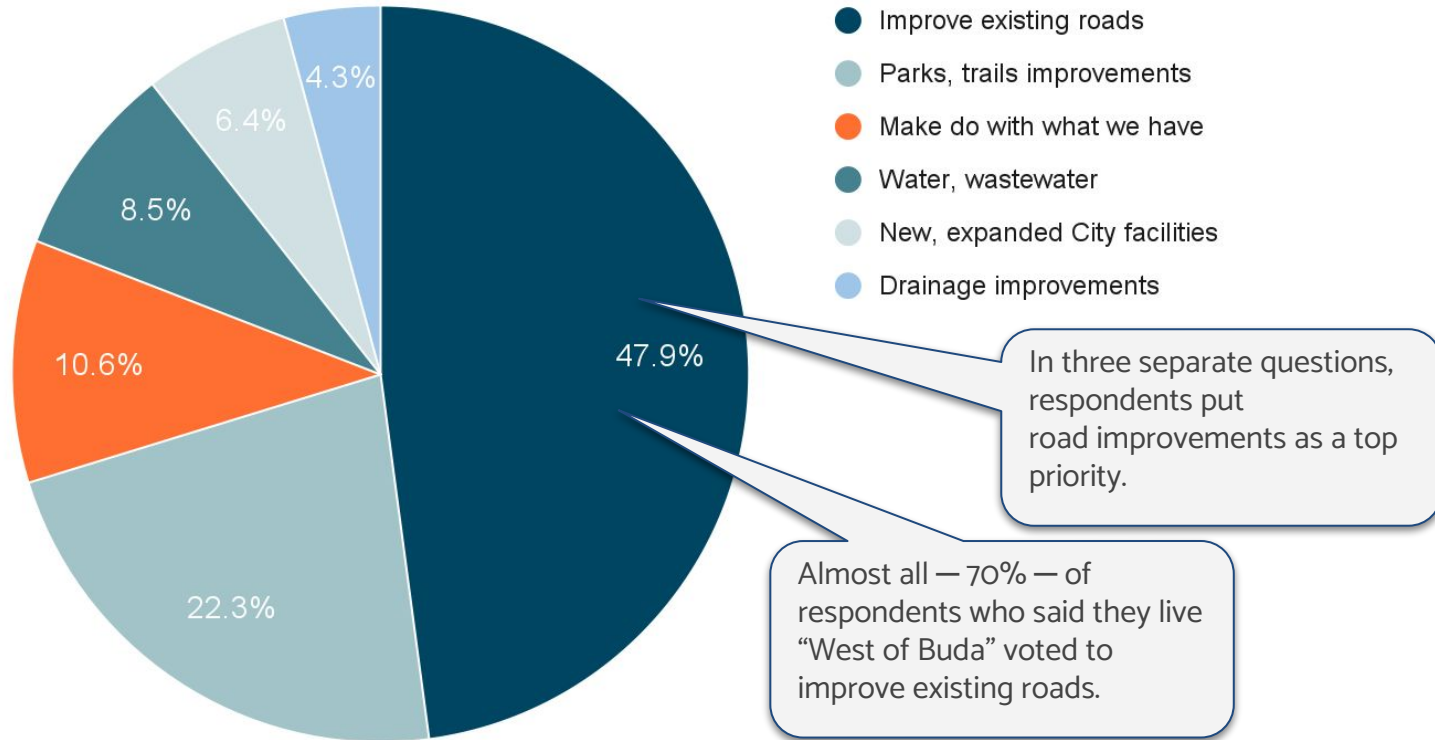
REVIEW COMMUNITY SURVEY

Q: WHAT WOULD YOU LIKE TO SEE MORE OF?



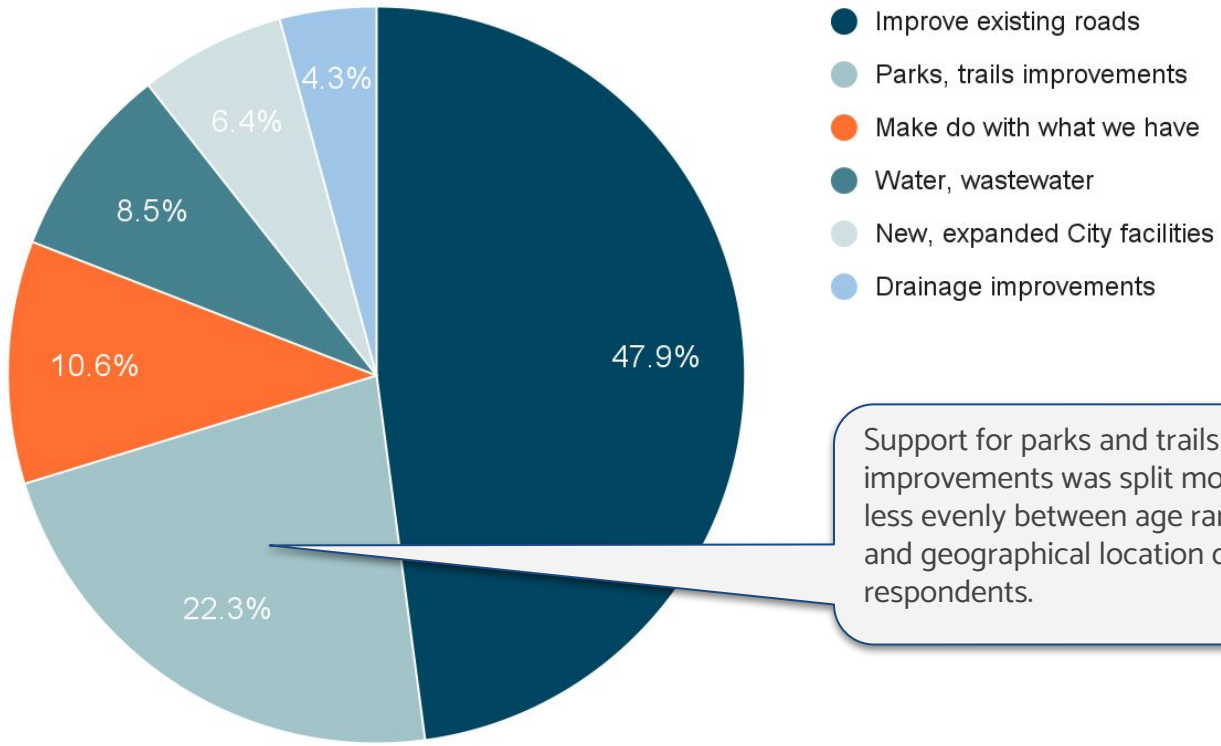
REVIEW COMMUNITY SURVEY

Q: WHERE SHOULD CITY LEADERS PUT PRIORITIES?



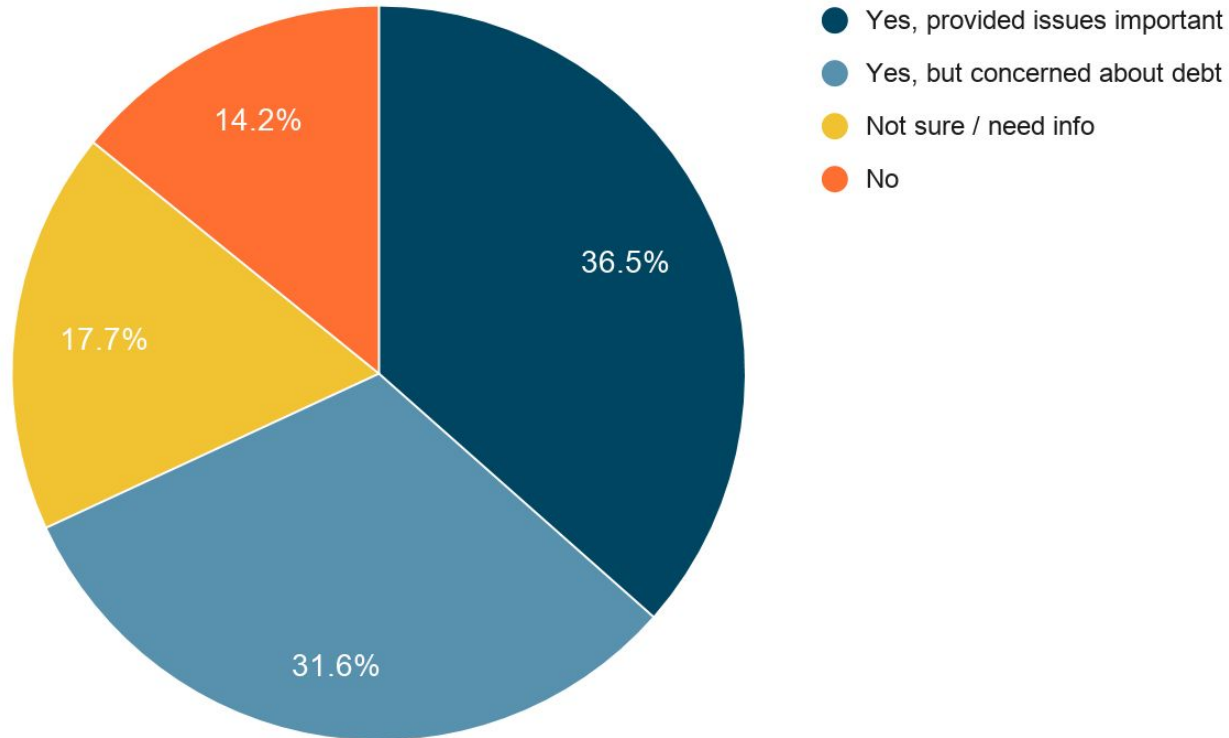
REVIEW COMMUNITY SURVEY

Q: WHERE SHOULD CITY LEADERS PUT PRIORITIES?

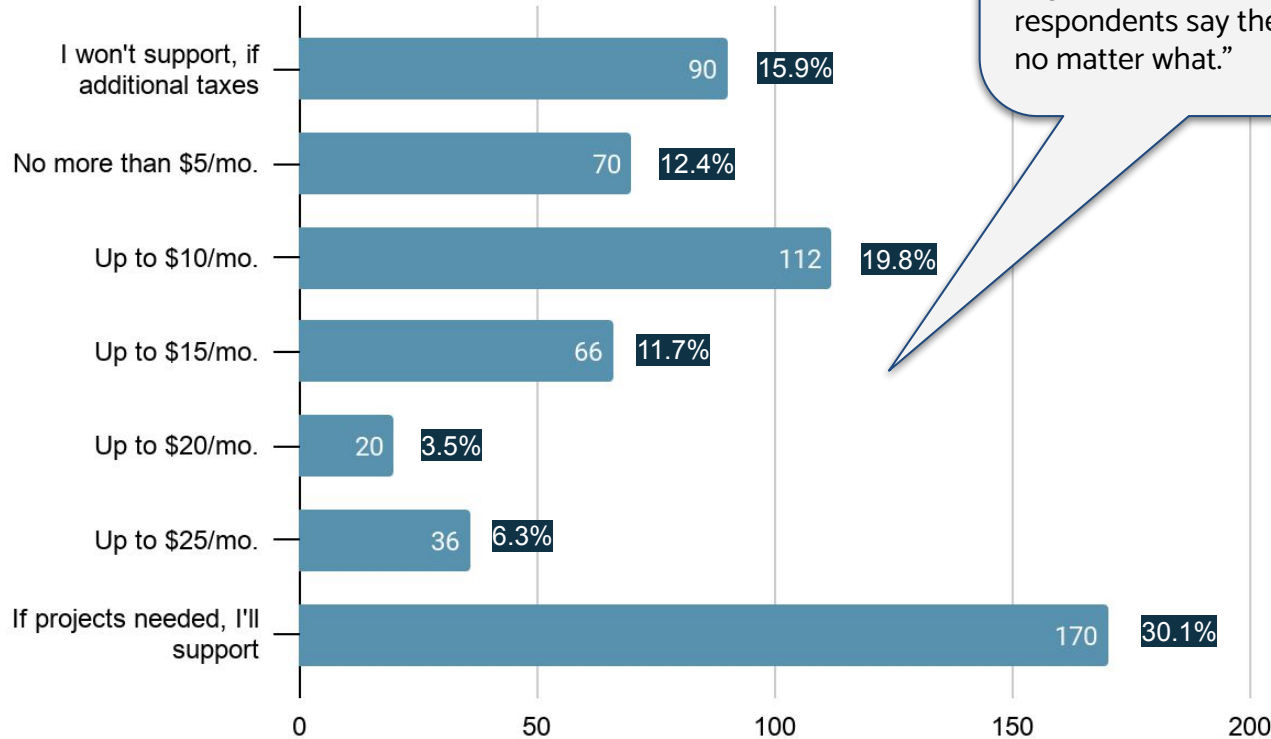


Support for parks and trails improvements was split more or less evenly between age ranges and geographical location of respondents.

ARE YOU SUPPORTIVE OF RAISING TAXES, BONDS?



HOW MUCH ARE YOU WILLING TO PAY



Split pretty evenly among geography, age, where you live, and how long you've lived here.

Slightly more West Buda respondents say they'll "support no matter what."

REVIEW: ANALYSIS/CONCLUSIONS

- In three separate questions, respondents put **road improvements as a top priority**
- Respondents ranked **parks and trail improvements as second highest priority**
- Over 60% of respondents said they would **support raising taxes/ bonds**, however, nearly half of those respondents are **concerned about debt**
- Over 50% of respondents are willing to **pay \$15 or more in taxes**; 16% of respondents **won't support additional taxes**

CONSENSUS ON PRIORITIES AT LAST MEETING

- BBAC members were shown a presentation from the City's Financial Advisor, Jennifer Ritter, about the City's bond capacity
- BBAC members voted on Transportation and Drainage, and Parks and Rec tiers
- Next BBAC meeting will happen on July 6 to discuss remaining projects, finalize project tiers, and review bond language.

Who We Are



- Specialized Public Finance serves as the City's financial advisor.
- We represent approximately 450 municipal entities across the state of Texas.
- Jennifer Ritter has worked with the City since 2004.
- Financial advisor has a legal responsibility to represent the City's interest ahead of their own (fiduciary duty.)

New Financing Capacity

- Capacity is determined by several factors:
 1. Taxable Assessed Valuation of the City
 2. Interest Rate on Bonds
 3. Existing Debt Profile
- Largest factor in capacity is the estimated growth in the City's tax base.
- Preliminary estimates show Fiscal Year 2022 Value growing by 14%.
- We assumed 7.5% growth for next nine years (with 2 exceptions) and 2.5% growth thereafter.
- City has always planned conservatively.
- Assumes following interest rates:
 - 2.50%, 20-year term for 2022 issue
 - 3.00%, 20-year term for 2023 issue

10-Year History of *The Bond Buyer's* 20 Bond G.O. Index



Source: *The Bond Buyer*

Cabela's Tax Increment Refinance Zone (TIRZ)

- Cabela's TIRZ was created in 2004 and encompasses a 126 acre tract of land along IH 35.
 - Payments (based on revenues generated within the Zone):
 - 56% of City's Sales and Use Tax (ends 2030)
 - 85% of the EDC's half cent Sales and Use Tax (ends 2030)
 - 40% of City's Hotel Occupancy Tax (ends 2030)
 - *City and County Property Tax Revenue generated in the Zone above the baseline value (ends 2024)*
- Cabela's TIRZ current value is \$154,579,321
- That means when the value is taxed in 2025 for the City, it will generate an additional \$351,823 annually for bond repayment (assuming current I&S rate of 22.76 cents)

Debt Capacity with 4 cent tax rate increase

- Survey results showed super majority supported \$10 per month I&S tax increase. Based on the average home value of approximately \$300,000, a \$10 monthly increase (\$120 per year) equates to 4 cents of tax rate. Note that monthly impact will vary based on home value.
- Formula for annual increase =
$$(\text{HOME VALUE}/100) * \text{TAX RATE INCREASE IN PENNIES}$$
- Four cents for the average homeowner creates \$87,125,000 in total new bond capacity.
- Issuance would be split between bond sales in 2022 & 2023.
 - February 2022 issue of \$55,840,000
 - May 2023 issue of \$31,285,000
- Debt (I&S) rate begins to decline again in 2030, but could be faster with higher tax base growth (than projection.)

Debt Capacity with 6 cent tax rate increase

- Survey results showed slim majority of residents support a \$15 month I&S tax increase. Based on the average home value of approximately \$300,000, a \$15 monthly increase (\$180 per year) equates to 6 cents of tax rate.
- Six cents for the average homeowner creates \$104,620,000 in total new bond capacity.
- Issuance would be split between bond sales in 2022 & 2023.
 - February 2022 issue of \$68,245,000
 - May 2023 issue of \$36,375,000
- Debt (I&S) rate begins to decline again in 2031, but could be faster with higher tax base growth (than projection.)

Is Debt a Four-Letter Word?

- Cash funding infrastructure places the burden for payment on the current taxpayers.
- In 2000, the Census reflected a population of 2,404. In 2010, it was 7,295. Current estimates are closer to 17,000. That equates to a growth rate of over 700% in the last 20 years.
- If Buda had cash funded projects during that period, a very small percentage of the current population would have actually paid for the improvements. The vast majority would have received a free ride.
- Debt funding allows repayment to be extended over the useful life of the asset so that all taxpayers who benefit help pay for it.
- Debt allows growth to pay for growth.

Final Thoughts

- As the City grows, you have been able to borrow for additional projects without raising the debt portion of the tax rate.
- The City has always budgeted conservatively on bond assumptions to deliver below estimates.
- With the 2014 bond election, voters were originally given an estimated tax increase of 14.69 cents (to an I&S rate of 33 cents.)
- Actual increase was only to 7.83 cents to 26.14 (has been dropping ever since - now at 22.76 cents.)
- With the City growing as quickly as it is, it's important to note that the debt rate is exempt from revenue cap calculation on M&O side of the budget.
- Some fast growth cities have moved eligible projects to the debt rate to preserve M&O monies for essential services, like public safety.

INTRO TO THE PROJECT RANKING

- Initial projects were identified through staff input and the City's long range plans
- Facilitated by Gap Strategies, members were given summaries of each project and ranked them in order of priority into Tier 1, Tier 2, or Tier 3.

TIER EXPLAINER

TIER 1

High-priority projects, and will be included in the final bond recommendations if possible.

TIER 2

Medium-priority projects. They will be included if the bond amount has a surplus, or if a Tier 1 project becomes undoable

TIER 3

Low-priority projects, and will most likely not included in the final bond language.

An aerial photograph of a water treatment facility. In the foreground, several large, circular, cylindrical tanks are visible, some with wooden slat structures on top. To the right, there are several industrial buildings with dark, corrugated metal roofs. A paved road with a few cars is visible on the right side. The background shows more of the facility and some greenery.

TRANSPORTATION & DRAINAGE PROJECTS

BBAC TRANSPORTATION POLL COMMENTS

"I realize this may be a small thing, but sidewalks need to be addressed on FM 967...I believe fixing these gaps should be in this bond program, specifically stated."

"If drainage is not improved on failing roadways, improvements to those roadways will be short lived and cost more in the long run. We need to be mindful of relieving current congestion in conjunction with anticipating future growth."

"Buda should have the goal of full tree-shaded sidewalks and bike lanes by 2030."

"A modest \$ approach overall, don't go too big. The 1626/967 intersection and potential connections to SH45 loom large on the west side."

"Main St just east of IH 35 needs repainting. It's very dangerous that drivers can't see the roads narrowing to one lane."

TIER ONE RANKINGS

1. M09 Old Black Colony Road Reconstruction - \$6.1 M
2. M10 West Goforth Road Reconstruction - \$5.9 M
3. M27 Overpass Rd / FM 2001 Intersection Improvements - \$800,000
4. Pedestrian and bike improvements throughout City - \$2 M
5. *Elm Grove Lane (Right turn onto FM 1626) - TDB - (added in BBAC #4)*
6. M29 RM 967 Accel / Decel Lanes - \$2.1 M
7. M21 Austin Street Reconstruction - \$2.6 M
8. FM 2770 / Main St / China St Pedestrian Connections - Cost TBD
9. M14 Talley Loop Rehabilitation - \$455,000
10. MO6 IH 35 to Old San Antonio Road Connector - \$400,000
11. M24 Cole Springs Road Reconstruction - \$14.3 M
12. M16 Green Meadows Lane Rehabilitation - \$1.4 M

Est. Total: \$48.67+ million, **Current CIP Est. Total:** \$36.055 million
Additional 35% in soft costs, contingency, and escalation

TIER TWO RANKINGS

1. M26 Downtown Streets Reconstruction - \$4.1 M
2. SH 45 SW tie-in from Bailey Ranch - TBD - (added in BBAC #4)
3. M17 Middle Creek Drive Rehabilitation - \$2 M
4. M25 Old Goforth Rd / FM 2001 Reconstruction (Overpass to Hillside Terr.) - \$6.2 M
5. M20 Railroad Street Reconstruction - \$1.6 M
6. Downtown Parking - Cost TBD
7. M31 Downtown Railroad Xing Safety Improvements - \$8.4 M
8. M07 Downtown Streetscaping Improvements - Main St - \$1.232 M
9. M23 Interstate Drive Reconstruction - \$458,000
10. Accelerate General Pavement Management - \$21 M
11. Railroad Street Connection to West Goforth - Cost TBD
12. Garlic Creek East-West Arterial - \$16.1 M
13. M15 Oyster Creek Drive Rehabilitation - \$920,000
14. M28 Oyster Ck / Mark's Overlook at RM 967 Signal - \$400,000
15. Garison Road Extension - \$12 M

Est. Total: \$100.45+ million, **Current CIP Est. Total:** \$74.41+ million

Additional 35% in soft costs, contingency, and escalation

TIER THREE RANKINGS

These will soon be dropping out of discussion

1. M03 Cabela's Dr at Old San Antonio Rd Traffic Signal - \$400,000
2. Main St East to Turnersville Rd. and widening of Main St. East - Cost TBD
3. M32 Harvest Meadows Roadway Extension - \$1.9 M
4. Extend Main Street from Sunfield Pkwy to Turnersville (with Hays Co.) - Cost TBD

POTENTIAL PROJECTS

DO2 Whispering Hollow Street Drainage **\$410,000**

DO3 Garlic Creek Tributary Under RM 967 **\$320,000**

DO5 West Lifschutz Area Drainage **\$1.7 M**

DO6 Drainage Master Plan **\$175,000**

DO7 Lifschutz Central Area Drainage **\$1.4 M**

DO8 West Goforth Drainage Improvements **\$150,000**

DO9 Wild Wind Cove Groundwater Study **\$50,000**

Est. Total: \$11.35 million, **Current CIP Est. Total:** \$8.4 million

A dirt path winds through a park. The path is reddish-brown and leads into the distance. On the right side of the path, there is a large, green prickly pear cactus. In the foreground and along the path, there are numerous bluebonnet flowers in various stages of bloom, from small buds to fully open blue and white flowers. The background shows a line of trees, some with bare branches and some with green leaves, under a blue sky with light clouds.

PARKS & RECREATION PROJECTS

DISCUSSION AND RANKING

BBAC PARKS AND REC POLL COMMENTS

I disagree with not including parks in the 2021 bond package... City Park and Garrison Park and the land acquisition on the east side would be for the enjoyment of all of the City of Buda not just the people who live in a specific development.

We should not be addressing parks in this bond. We just allocated millions of dollars for parks in the last bond, have a robust park system already...there is a finite amount of money that the taxpayers will approve and our priority must be on moving vehicles and bodies.

East side options for parks are vital, more pedestrian access to and from parks.

TIER ONE RANKINGS

1. Garlic Creek Trail
(Pedestrian Bridge from Cullen Country to 967/White Oak) - **\$330,000**
2. Acquisition of land for Eastside Park - **\$7 M**
3. Onion Creek Trailhead And Improved Trail From Lower Campus To Garison Park - **\$200,000**
4. Green Meadows Park Enhancements - **\$210,000**
5. P5 Onion Creek Trail from Cole Springs from Lower Campus- **\$210,000**

Est. Total: \$12 million, **Current CIP Est. Total:** \$8.95 million
Additional 35% in soft costs, contingency, and escalation

TIER TWO RANKINGS

1. P7 Onion Creek Trail, Garison Park to Camp Moody - **\$560,000**
2. P3 Buda Sportsplex, Final Phase - **\$3.2 M**
3. P8 Greenbelt Park Improvements - **\$800,000**
4. P1 Garison Park Improvements, Phase 1 - **\$11 M**

Est. Total: \$21 million, **Current CIP Est. Total:** \$15.56 million
Additional 35% in soft costs, contingency, and escalation

TIER THREE RANKINGS

This will soon be dropping out of discussion

1. P2 Garison Park Improvements, Phase 2 (Nature Center) - **\$9 M**

POTENTIAL BOND PACKAGE

- \$10/month tax increase will give us **\$87 million** for the bond, and \$15/month will generate about **\$105 million**
- Initial pricing for Tier 1 Mobility projects **\$48.6 Million (but will likely rise as we update price estimates)**
- Initial pricing for Tier 1 Parks & Rec projects: **\$12 Million**
- Potential Facilities projects would be approximately **\$7.5 million** if included

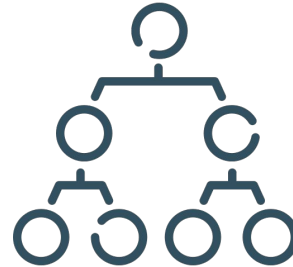
Total projects in tier 1: **\$70 - 90 million** *(with soft cost and updated estimates)*

An aerial photograph of a town, likely in the South, showing a mix of residential and commercial buildings, a railway line, and a large green field. A dark, semi-transparent rectangular overlay is positioned in the upper left quadrant, containing the text 'NEXT STEPS' in white, bold, sans-serif font. The text is arranged in two lines: 'NEXT' on top and 'STEPS' below it.

NEXT STEPS

03

1. Review feedback from Council with BBAC members
2. Further conversations with BBAC, Richard Donoghue, and Jennifer Ritter
3. Additionally, we'll use a decision tree to look closely at each project; alternative funding, economic development, project timetable, etc.



4. Add phasing considerations, inflation factors for length of projects, and review the final CAD tax appraisal
5. Final prioritizations and considerations of tier 2 projects based on budget and tax rate
6. Recommendations to council on whether to call a bond, structure and size, and specific projects



Gap Strategies for Buda Decision Tree

Based off Senator Kirk Watson's "Transit Working Group" Deliberations

DECISION TREE

1. Is the process transparent and accountable?

Project History:

- A. To what degree have local government authorities, or the public, previously endorsed this or related proposals?
- B. To what degree have local government authorities, or the public, incorporated this, or related proposals, into their planning, or into other projects?
- C. Should this proposal receive special consideration relative to other proposals because of previous governmental or public endorsement of this proposal, or because this proposal has been incorporated into other plans or projects?

2. What is the purpose of this project? Can the project create the following benefits? If so, how?

- A. Mobility benefits
 - a. Manage growth of VMT, commute time, congestion, or other appropriate metric
 - b. Transportation network capacity
 - c. Public security
 - d. System efficiency
- B. Economic Development Benefits for the Community
 - a. Financial stability
 - b. Regional economic competitiveness
 - c. Property value
 - d. Financial viability of small cities/towns
 - e. Local community priority
 - f. Smart growth, active centers
- C. Environmental and Public Health Benefits
 - a. Air Quality
 - b. Water Quality
 - c. Noise Impacts
 - d. Pedestrian Activity
 - e. Growth away from sensitive areas/towards desired areas
- D. Social Equity/Quality of Life Benefits
 - a. Access to jobs, health care, education, cultural and/or recreational destinations for everyone, especially most vulnerable
 - b. Predictability of commute and travel time
 - c. personal safety
 - d. serve a "historically underserved" area of the region
 - e. visual and aesthetic quality
 - f. sense of place, regional and/or local

3. What does the project cost?

- A. What is the actual capital cost, in dollars, of the project and any additional, necessary, directly related projects as determined by SAFETEA-LU standards or some other uniform criteria?
- B. What are the actual operating in maintenance costs of the project over its anticipated usual life?
- C. Have the cost measures been considered?
- D. Are there other actual costs that should be considered because of the type or nature of the project?

4. What are the indirect cost necessary to implement the project?

- A. Include cost to local businesses, costs created by removal of infrastructure such as parking, loss of rail capacity for uses such as freight, or other costs?

5. What jurisdictions can or should fund the project?

- A. Why should the jurisdictions be considered?
- B. What criteria is being considered?
- C. Should the jurisdiction that benefits from the project not contribute?
- D. Is there a way for a regional entity to be involved in the financing (or to be created to assist the financing)?

6. What mechanisms are available to fund the project?

- A. Are the financing mechanisms associated with specific participating jurisdictions?
- B. Are the financing mechanisms available for capital costs, operating costs, or both?

7. What is the projects deadline?

- A. Should the project be phased, if so how?

8. What are the opportunity costs of moving forward with the project relative to alternative projects?

- A. Is there another comparable project that accomplishes the same purposes and/or benefits at lower cost?
- B. Are there services or projects, including non-transportation projects, either now or in the future that will be impacted by the creation of this project?

THANKS

jeff@gapstrategies.com

kara@gapstrategies.com

512-312-9683





Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-363- #G.1

Contact: Angela Kennedy

Subject: Deliberation and possible action regarding a request for a waiver of water quality regulations for Elm Grove Elementary School, a property located in the Edwards Aquifer Recharge zone, being +/- 19.635 acres of land out of the Phillip J. Allen Survey, and addressed as 801 FM 1626 (2021-249) (Senior Project Engineer Angela Kennedy)

1. Executive Summary

On March 24, 2021, the City received a waiver request for proposed impervious cover exceeding 15 percent for expansions and improvements to the existing Elm Grove Elementary School which is located within the Edwards Aquifer Recharge Zone. The applicant is seeking a waiver to increase impervious cover on the site to a maximum of 40%. The Site Plan application (2021-249) currently under review includes expansion the existing building, reconstruction of the parking area, and new detention and water quality facilities.

2. Background/History

The City of Buda has in place Environmental Protection and Water Quality Regulations adopted under the 2017 Unified Development Code (UDC). These regulations serve as the basis for requiring water quality treatment of stormwater prior to such stormwater leaving a site. Section 4.05.04.A of the UDC establishes that, in order to prevent pollution, impervious cover for all such development shall be limited to a maximum of 15 percent in the Edwards Aquifer Recharge Zone and runoff from such development shall be managed through water quality controls (best management practices) and onsite 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. Boundaries for the recharge zone are based on previous geologic interpretations of the Edwards Aquifer zones—that is, the recharge, transition, and contributing within the transition zones, as defined in Title 30 Texas Administrative Code Chapter 213.

Section 4.05.04.O of the UDC provides a means of granting a waiver to these requirements resting that power with the Planning and Zoning Commission and City Council. A waiver may not be granted

if it would provide the applicant with any special privileges not enjoyed by other similarly situated properties with similarly timed development or if based on a special or unique condition which was created as a result of the method by which a person voluntarily subdivides land after the effective date of the ordinance.

HCISD previously received approval from the City in 2008 for expansion the existing driveway at the school. TCEQ approved a Water Pollution Abatement Plan (WPAP) for the project and granted an exception from permanent BMPs because of the low (<20%) impervious cover and on-site vegetative filter strips that act as a means of water quality protection. In 2019, HCISD further expanded the existing driveway and received a water quality waiver from the City to increase the impervious cover on the site further exceeding 15 percent. An extended detention pond was incorporated into the site at that time.

The applicant has submitted a modification to the approved WPAP to TCEQ in April 2021 for construction activities related to the completion of the proposed building expansion and other planned improvements, which is pending approval.

3. Staff's review and analysis

The current impervious cover on the Elm Grove Elementary School property is 25.45 percent of the site (217,679 sf). The site is located within the Suburban Residential (R2) zoning district, which would allow a maximum impervious cover of 50 percent outside of the Edwards Aquifer Recharge Zone. The proposed building expansion and parking improvements will increase the total impervious cover to 32.6% of the site (278,450 sf). The applicant is seeking a maximum allowance of 40 percent impervious cover to account for all future improvements not included in the current site plan.

Section 4.05.04.H of the UDC requires that water quality controls over the Edwards Recharge Zone be designed in accordance with the Engineering Criteria Manual to provide adequate pollutant removal efficiency to ensure that no increases occur in average annual loadings resulting from development. The proposed project will include detention and water quality facilities that will provide 80 percent TSS removal for the entire site with up to 40 percent impervious cover, rather than just the net increase from the proposed development, which exceeds the required standard.

4. Financial Impact

N/A

5. Summary/Conclusion

6. Pros and Cons

7. Alternatives

8. Recommendation

Staff recommends that the Planning and Zoning Commission recommend approval of a waiver of water quality regulations that limit impervious cover to 15 percent and allow a maximum of 40 percent impervious cover for the proposed improvements at Elm Grove Elementary School subject to approval of the WPAP modification by TCEQ.

May 24, 2021

City of Buda
405 E Loop Street, Building 100
Buda, Texas 78610

RE: Elm Grove Elementary School Improvements
Formal Waiver Request for Impervious Cover Exceeding 15 percent in the Edwards Aquifer
Recharge Zone

On behalf of our client, Hays CISD, as part of the Application for Site Development Review for expansions and improvements to the existing Elm Grove Elementary School we are requesting a formal waiver from code section UDC §4.05.04.A.2. A final plat application has already been submitted.

A formal waiver is being requested from code section UDC §4.05.04.A.2 on the expansions and improvements to the existing Elm Grove Elementary. The existing School is inside the Edwards Aquifer Recharge Zone. The code restricts impervious cover to 15%. Previous expansions exceeded the 15% requirement and received approval. According to TCEQ documents, previous to this expansion the impervious cover was 19.7% while calculations from the aerials appear to show it was more, and with this expansion the net impervious cover will be 32%. It is being requested the impervious cover allowable be increased to 40% to account for future improvements.

The proposed site improvements include a mitigating factor related to the treatment of the impervious cover. Before this expansion most of the school was untreated likely due to the fact that impervious cover was listed to be under 20% which allows TCEQ to exempt the site from their requirements. Since this expansion exceeds the 20% requirement, rather than try to utilize BMP's that would only treat the new portions, it was decided that the design would bring the entire site up to TCEQ 80% TSS removal requirements which would greatly exceed Buda's 100% TSS requirement for the new expanded areas only.

Due to the mitigating factor and that previous expansions and improvements were granted waivers of this type, we respectfully request the approval of this waiver for up to but not exceeding 40 percent.

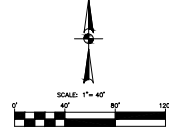
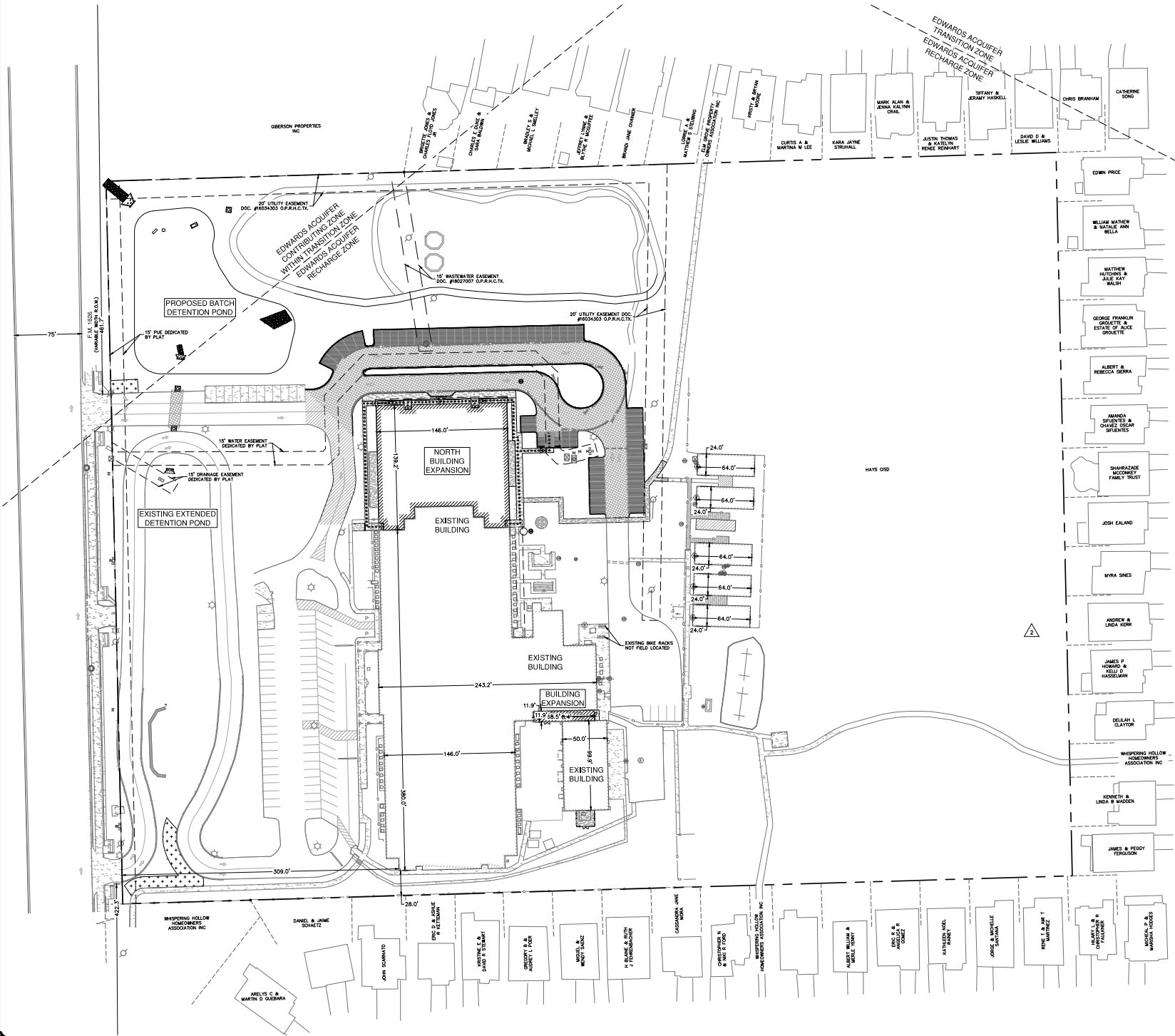
Please contact our office if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration #470



Brent Tuley, P.E.
Project Manager

\\pape-dawson.com\aus-pd\Projects\511\53\01\301 Construction Documents\Documents\Reports\Waiver - Impervious Cover.docx



LEGEND

---	PROPERTY LINE
- - - - -	EXISTING OVERHEAD ELECTRICAL
- - - - -	EXISTING FENCE
-----	PROPOSED ADA PATH
○	EXISTING UTILITY POLE
□	EXISTING COMMUNICATION BOX
□	EXISTING TRAFFIC BOX
○	EXISTING LIGHT POLE
○	EXISTING SIGN
○	PARKING COUNT
○	PROPOSED AREA INLET
▨	PROPOSED BUILDING
▨	PROPOSED SIDEWALK
▨	LIGHT DUTY ASPHALT PAVEMENT (SEE SHEET C7.01)
▨	HEAVY DUTY ASPHALT PAVEMENT (SEE SHEET C7.01)
▨	AREA TO BE REPAIRED BY CONTRACTOR
▨	VEGETATIVE FILTER STRIP

BENCHMARK INFORMATION
 HAYS COUNTY BENCHMARK NO. H062
 WITH THE LOCATION OF 814-H FEET, NAVD 88
 DATUM, BEING 1" = 1" EDC MONUMENT STAMPED 'HAYS COUNTY 1993 GPS CONTROL MONUMENT #2'

SITE PLAN APPROVAL SHEET 12 OF 21
 FILE NUMBER: 2021-249 APPLICATION DATE: MAY 11, 2021
 APPROVED BY COMMISSION ON: N/A UNDER THE CITY OF RUDA
 UNIFIED DEVELOPMENT CODE:
 EXPIRATION DATE: N/A CASE MANAGER: B. BOWLER
 CITY ENGINEER, CITY OF RUDA
 RELEASED FOR GENERAL COMPLIANCE:
 Plan No. 2021-249 ZONING: R-1
 Date: 05/29/2021
 Revision: 1
 Description: 05/29/2021
 2. ADDENDUM 2: 05/29/21

Plan also must be recorded by the Project Engineer Date: if applicable. Subsequent Date Plans shall not be created until the final contract is in place. All work approved by the Project Engineer and a notice of construction (if applicable) must be approved prior to the Project Engineer Date.

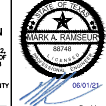
ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF RUDA MUST RELY UPON THE ACCURACY OF THE WORK OF THE DESIGN ENGINEER.

2021-249

PAPE-DAWSON ENGINEERS
 1001 E. 14TH AVENUE, SUITE 1000, DENVER, CO 80202
 303.733.8800
 1001 E. 14TH AVENUE, SUITE 1000, DENVER, CO 80202
 303.733.8800

O'CONNELL ROBERTSON
 801 FM 1626, BUDA, TX 78610
 512.289.7444
 512.289.7444
 512.289.7444

**HAYS CSD
 ELM GROVE ES IMPROVEMENTS**
 801 FM 1626, BUDA, TX 78610



04/29/2021
 Project No. 1903/2021
 CONTRACT DOCUMENTS
 CIVIL
 C3.01



Planning and Zoning Commission Agenda Item Report

Date: Tuesday, June 22, 2021

Agenda Item No. 2021-277- #G.2

Contact: Melissa McCollum

Subject: Hold a public hearing, deliberation and possible action regarding proposed text amendments to Subsection 2.09.04 of the Buda Unified Development Code (UDC) (Director of Planning Melissa McCollum) [PUBLIC TESTIMONY]

- 1. Executive Summary**
- 2. Background/History**
- 3. Staff's review and analysis**
- 4. Financial Impact**
- 5. Summary/Conclusion**
- 6. Pros and Cons**
- 7. Alternatives**
- 8. Recommendation**



**Planning and Zoning Commission
Agenda Item Report
June 22, 2021**

**Contact – Melissa McCollum, AICP, Planning Director
512-312-5745 / melissa.mccollum@ci.buda.tx.us**

SUBJECT: HOLD A PUBLIC HEARING, DELIBERATION AND POSSIBLE ACTION REGARDING PROPOSED TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC).

1. SUMMARY

This item was discussed at a May 11, 2021 workshop and the following is the possible consideration and action.

City Council recently adopted the Unified Development Code (UDC) amendments forwarded from Planning and Zoning Commission except the changes to Subsection 2.09.04 regarding accessory buildings for residential lots over one acre in size.

This is an opportunity to discuss and evaluate potential changes to subsection 2.09.04 for accessory buildings for large 1+ acre residential lots, as well as discuss potential future UDC amendments.

A link to the UDC can be reached here:

[Franklin Buda UDC](#)

2. BACKGROUND

At the City Council meeting of April 20, 2021, Council asked staff to provide additional information regarding the allowance of accessory buildings for residential lots 1+ acres. After the P&Z meeting of March 9, 2021, staff received the attached citizen letter requesting additional allowance for accessory buildings/structures.

City Council approved all UDC amendments but asked Staff and the P&Z commission to reevaluate accessory buildings for large lot residential.

3. CHANGE TO SUBSECTION 2.09.04, ALLOWANCES FOR RESIDENTIAL ACCESSORY STRUCTURES FOR LOTS OVER 1 ACRE

Because many of the city's older large-lot subdivisions are characterized by smaller houses on larger lots, many owners of lots in those neighborhoods have been surprised at the limitation that the total area of all accessory structures on a lot must be 50 percent or less of the ground floor area of the primary structure. To address this issue, Staff originally proposed changes that would allow the total floor area of accessory structures such as garages, barns, and accessory dwelling units to be less than or equal to the total floor area of the primary residential structure of the lot.

However, based on feedback received Staff is proposing to use the budding coverage requirements of the zoning district allowance of Section 2.07.01 and raising the limitation of accessory buildings from three (3) to five (5). The redline in the following chart represents staff's recommended change.

SUBSECTION 02.09. ZONING DEVELOPMENT REGULATIONS

02.09.04. ACCESSORY STRUCTURES

Table 17. Residential Accessory Structure Requirements

	Lots up to 7,500 sq ft	Lots up to 1 acre	Lots over 1 acre
Maximum Number of Accessory Structures	2	2	3 <u>5</u>
Maximum Floor Area of All Accessory Structures Combined	484 sq ft	1,000 sq ft	50% of the ground floor area of the main structure- <u>Standards of Subsection 2.07.01 apply for all structures</u>
Maximum Height	18'	25'	N/A
Minimum Front Setback	Behind the front façade of the main building	Behind the front façade of the main building	Behind the front façade of the main building
Minimum Side and Rear Setback	10' if height does not exceed 20'; otherwise same standards as main building	10' if height does not exceed 20'; otherwise same standards as main building	10' if height does not exceed 20'; otherwise same standards as main building

Staff evaluated how many large residential lots are over one acre in the City Limits. GIS analysis reveals there is approximately 117 lots zoned R-1, R-2, R-3, R-4, R-MH, F3, F3H, F4, or F4H that are 1+ acres in size. The total number of residentially zoned lots amounts to 4,416 lots. These large residential lots (1+ acres) roughly amount to 2.65% of the total residential lots.

These proposed amendments would apply to the residentially zoned lots, of R-1, R-2, R-3, R-4 and R-MH as the Form Base Zoning Districts have their own building type requirements related to accessory buildings in accordance with Section 2.08.07C. Accessory Buildings.

Most of the large residential lots are in the Oxbow Trails subdivision (zoned R-1). Please also note that many of our drainage/parkland areas are also zoned residential districts and show up as being over one acre in size.

The following tables from 2.07.01 show the maximum building coverage allowed for each district.

02.07.01. Residential Dimensional Regulations

	R-1	R-2	R-3	R-4	R-MH
Minimum Front Yard Setback (ft)	30	20	20	20	20
Minimum Side Yard Setback (Interior/Corner) (ft)	15/20	10/15	7.5/10	5/10	5/10
Minimum Rear Yard Setback (ft)	25	25	20	10	10
Minimum Lot Area (sq. ft.) or Maximum Dwelling Units per Acre	30,000	9,000	6,000/8 DUA*	5,000/12 DUA*	7,500
Minimum Lot Frontage	75	50	35	30	40
Minimum Lot Width (Interior/Corner) (ft)	100/105	70/75	55/60	35/40	55/60
Minimum Lot Depth (ft)	200	100	100	90	N/A
Maximum Height (ft)	35	35	30	30	30
Maximum Building Coverage (%)	25	40	50	50	40
Maximum Impervious Cover (%)	30	50	60	60	45

4. OTHER UDC AMENDMENTS

Staff is working to analyze possible other UDC amendments related to signage, and other clean up items, but is bringing this item forward for Planning and Zoning Commission to consider.

5. ATTACHMENTS

Citizen Request

From: [David Patterson](#)
To: [Comments](#); [Melissa McCollum](#)
Subject: ordinance amendments
Date: Thursday, April 1, 2021 10:01:03 AM

The ordinance amendments for accessory structures in Section 2.09.04 for larger lots (over 1 acre) should be limited to the building coverage of the zoning of the lot.

I purchased my lot in 1980 and built my house on one of the two acres. I have always planned to build a guest house on the other acre. In the meantime, I needed storage so I got two 12'x12' buildings to avoid the building inspection costs of buying one 288 sq.ft. building not knowing about the accessory structure limit. Those of us who bought two acre lots might have the need for a barn, a workshop, a greenhouse, chicken coops, and horse stalls. Limiting accessory buildings to only the square footage of the primary structures would severely limit the size of the accessory building, preventing the property owners from materializing their vision. Please increase the number of accessory buildings from 3 to 5.

Thank you for your consideration.

--

David Patterson
16220 Remuda Trl.
Buda TX. 78610
512-694-7360