

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the "**City**") and **Holman-Farrar Holdings, LLC** ("**Owner**"). The **City** and **Owner** are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, Owner currently owns approximately 1.11 acres, more or less, located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Owner desires to connect to City utilities; and

WHEREAS, as a condition of its consent to the connection of utilities, the City requires consent to and a request for annexation; and

WHEREAS, Owner desires to be annexed into the city limits of the City and to zone all of the Property as a Light Industrial "LI" District pursuant to Subpart B of the City of San Marcos Code of Ordinances, as that Code exists on the Effective Date of this Agreement, subject to the modifications set forth herein, and generally in accordance with the Site Plan, as more particularly described in **Exhibit "B"** attached hereto; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owner in accordance with SUBCHAPTER G, CHAPTER 212, LOCAL GOVERNMENT CODE and Chapter 2 of the San Marcos Development Code ("SMDC"), to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Site Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations, as required and/or authorized by the SMDC, as applicable, to the extent the same are consistent with the development regulations contained herein and in the same manner the applicable regulations are enforced within the City's municipal boundaries; and
- C. Provide the terms of annexation of the property; and
- D. Pursuant to Section 2.4.3.1 of the SMDC, to prescribe land uses, environmental standards, development standards, and public facilities standards governing the Property during the term of this agreement.

NOW THEREFORE, the City and Owner 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:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.01 Site Plan

The City hereby approves the general use and development of the Property in accordance with the Site Plan, which is incorporated herein as **Exhibit "B"**. The Site Plan shall constitute the Land Use Plan under Section 2.4.3.3 of the SMDC. The Site Plan may require amendments to increase conformance with the SMDC. The Site Plan may also be amended as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Site Plan.

1.02 Proposed Schedule of Development and Phasing

Subject to the terms of this Agreement, Owner plans to develop the property in one phase immediately following the adoption of this Development Agreement and after issuance of required permits.

1.03 Base Zoning District(s)

Development will follow development standards for the LI District, as those standards exist on the Effective Date of this Agreement subject to the modifications set forth herein.

1.04 Development Standards:

- A. Permitted Uses: No uses other than Self Storage Facility and associated office space will be permitted on the Property.
- B. Dimensional and Development Standards: The Property shall be developed in compliance with the SMDC as it exists on the Effective Date of this Agreement.
- C. Architectural Design Standards:
 - 1. Owner agrees to construct the buildings using Stucco or other Durable Building Material approved in Section 4.3.5.17.D of the SMDC for a minimum of 50 percent of the front facade and in substantial conformance with the illustrations or specifications shown in **Exhibit "C"**.
 - 2. The maximum height of the building shall not exceed 50 feet.

D. Site Standards:

1. Owner agrees to provide tree preservation and landscaping in accordance with **Exhibit "D"**.
2. Owner agrees to remove the western-most curb cut on Ranch Road 12.
3. Owner agrees to remove existing buildings, driveways, and parking and redevelop to provide an overall reduction of 3,500 square feet of impervious cover on the Property (an 8 percent decrease).
4. Parking requirements for the self-storage facility shall consist of eleven (11) spaces including one (1) ADA space.
5. Lighting Plan shall be Dark Sky compliant and shown as **Exhibit "E"**.

E. Variations from SMDC:

1. The proposed redevelopment shall be exempt from Code Section 6.1.1.1(2) due to the overall reduction of the impervious cover in place prior to 1973.
 - i. The Water Pollution Abatement Plan (WPAP) approved by the Texas Commission on Environmental Quality dated October 1, 2021, as attached hereto as **Exhibit "F"**, indicates no impact to the Edward Aquifer Recharge Zone.
 - ii. This variation shall only apply to development in accordance with Exhibit B (Site Plan), and shall not apply to any future development or redevelopment of the Property.

F. All other regulations of the San Marcos Development Code shall apply.

1.05 Application Procedures

- A. Development of the Property shall follow the standard development process identified in the SMDC and applicable ordinances of the City.

1.06 Special Standards: there are no additional, special standards that apply to this development.

1.07 Utilities

- A. Owner shall connect to the City's waste water infrastructure when available to the Property. Owner is currently served by an existing OSSF permitted by Hays County. Owner has submitted engineering plans requested by City of San Marcos for location, depth and alignment for extending sanitary sewer line to property. Owner reserves the right to use existing septic system until City of San Marcos offsite wastewater main is complete and accepted for service by the City. At that time, the Owner will transfer wastewater service to central system. Existing OSSF system will be abandoned per TCEQ once all services are transferred to the City system.
- B. The City currently provides water service.
- C. City of San Marcos Electric Utility currently provides electrical service.

1.08 Annexation

- A. The owner shall request annexation prior to approval of a Final Subdivision Plat. The City shall annex the property prior to issuance of a Certificate of Occupancy.

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement shall be automatically renewed for two successive fifteen (15) year periods. This Agreement may be terminated before the expiration of any renewal period, however, if the Owner submits a written request to the City to allow uses other than self-storage facility or office under section 1.04(A), and the City approves such request. If the City approves the request, then this Agreement shall automatically terminate upon such approval.

2.02 Enforcement and Default and Remedies for Default

- A. The Parties agree that the City shall be entitled to enforce the SMDC as the SMDC exists on the Effective Date of this Agreement, as modified by permits issued pursuant to this Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the City of San Marcos Code of Ordinances, as applicable.

- B. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or 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 or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.
- C. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

2.03 Authority, Applicable Rules and Right to Continue Development

- A. This Agreement is entered under the statutory authority of Sections 42.042 and 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; 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 Land to the City.
- B. Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245.

2.04 Exhibits/Amendment

- A. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- B. All changes to this agreement shall be presented to the City Council for review and final approval as an amendment to this agreement in accordance with the procedures established in the City's Development Code.

2.05 Recordation

Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property.

2.06 Assignment and Binding Effect Upon Successors

- A. Owner hereunder, may assign this Agreement, and the rights and obligations of Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- B. The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

2.07 Miscellaneous

- A. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- B. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- C. Notices. All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local San Marcos, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt

requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City:

City of San Marcos
Attn: City Manager
630 East Hopkins Street
San Marcos, Texas 78666

With a copy to:

City of San Marcos
Attn: City Attorney
630 East Hopkins Street
San Marcos, TX 78666

If to the Owner:

Thomas Holman
5236 McCormick Mountain Drive
Austin, Texas 78734
tom.holman@unitedpropertiesgroup.com
214-986-8787

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

- D. **GOVERNMENTAL FUNCTION; IMMUNITY.** The City's execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS:

By: _____, City Manager

Acknowledgment

§
§
§

This instrument was acknowledged before me on the ____ day of _____
2021, by _____, City Manager of the City of San Marcos, in such capacity, on behalf of
said entity.

Notary Public, State of Texas

Holman-Farrar Holdings, LLC.:

By: _____

Name: _____

Title: _____

Acknowledgement

§
§
§

This instrument was acknowledged before me on the ____ day of _____ 2021, by _____, in his capacity as owner of Holman-Farrar Holdings, LLC

Notary Public, State of Texas

Exhibit A
Metes and Bounds

FIELD NOTE DESCRIPTION FOR A 1.11 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

BEING A 1.11 ACRE TRACT OF LAND OUT OF THE T.H.W. FORSYTH SURVEY, ABSTRACT NO. 173, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO HOLMAN-FARRAR, LLC., RECORDED IN DOCUMENT NO. 18022900 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found, lying in the north right-of-way line of Old Ranch Road 12, a public road, marking the southwest corner of a 50 foot right-of-way easement recorded in Volume 1277, Page 71 of the Official Public Records of Hays County, Texas, for the south corner of this tract;

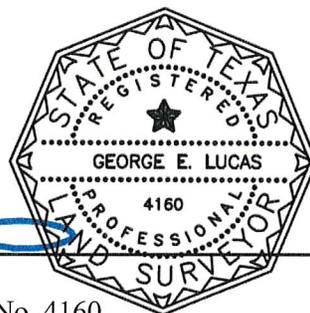
THENCE, North $61^{\circ}43'36''$ West, a distance of 111.62 feet, to a magnail found in concrete, lying in the north right-of-way line of said Old Ranch Road 12, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

THENCE, along said curve to the right, an arc length of 43.97 feet, said curve having radius of 29.19 feet, a chord which bears North $18^{\circ}04'44''$ West, for a distance of 39.93 feet to a 1/2" iron rod lying in the southeast line of a 50 foot access easement recorded in Volume 309, Page 533 and Volume 308, Page 670 of the Official Public Records of Hays County, Texas, at the point-of-tangency of said curve, for the west corner of this tract;

THENCE, North $25^{\circ}13'17''$ East, a distance of 318.53 feet, along the east line of said 50 foot access easement, common with the northwest line of this tract, to a 1/2" iron rod found, marking the west corner of a 0.94 acre tract of land conveyed by Deed to Herman and Adelina Flores, recorded in Document No. 00116610 of the Official Public Records of Hays County, Texas, for the north corner of this tract;

THENCE, South $64^{\circ}47'07''$ East, a distance of 138.39 feet, along the southwest line of said 0.94 acre tract, common with the northeast line of this tract, to a 1/2" iron rod found, lying in the northwest line of said 50 foot right-of-way easement, marking the south corner of said 0.94 acre tract, for the east corner of this tract;

THENCE, South $25^{\circ}08'50''$ West, a distance of 353.56 feet, along the northwest line of said 50 foot right-of-way easement, common with the southeast line of this tract, to the POINT OF BEGINNING, containing 1.11 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: June 21, 2021

Exhibit B
Site Plan

PROPOSED IMPERVIOUS COVER

TOTAL SITE AREA: (1.11 AC.)	48,352 SF
ZONING: COMMERCIAL	
PROPOSED BUILDING:	11,875 SF
PAVED AREA:	6,989 SF
SIDEWALK:	330 SF
DUMPSTER PAD:	0 SF
MISC. CONCRETE:	132 SF

TOTAL PROPOSED IMPERVIOUS COVER: 19,326 SF
 TOTAL IMPERVIOUS COVERAGE= 19,326 / 48,352 = 39.97%

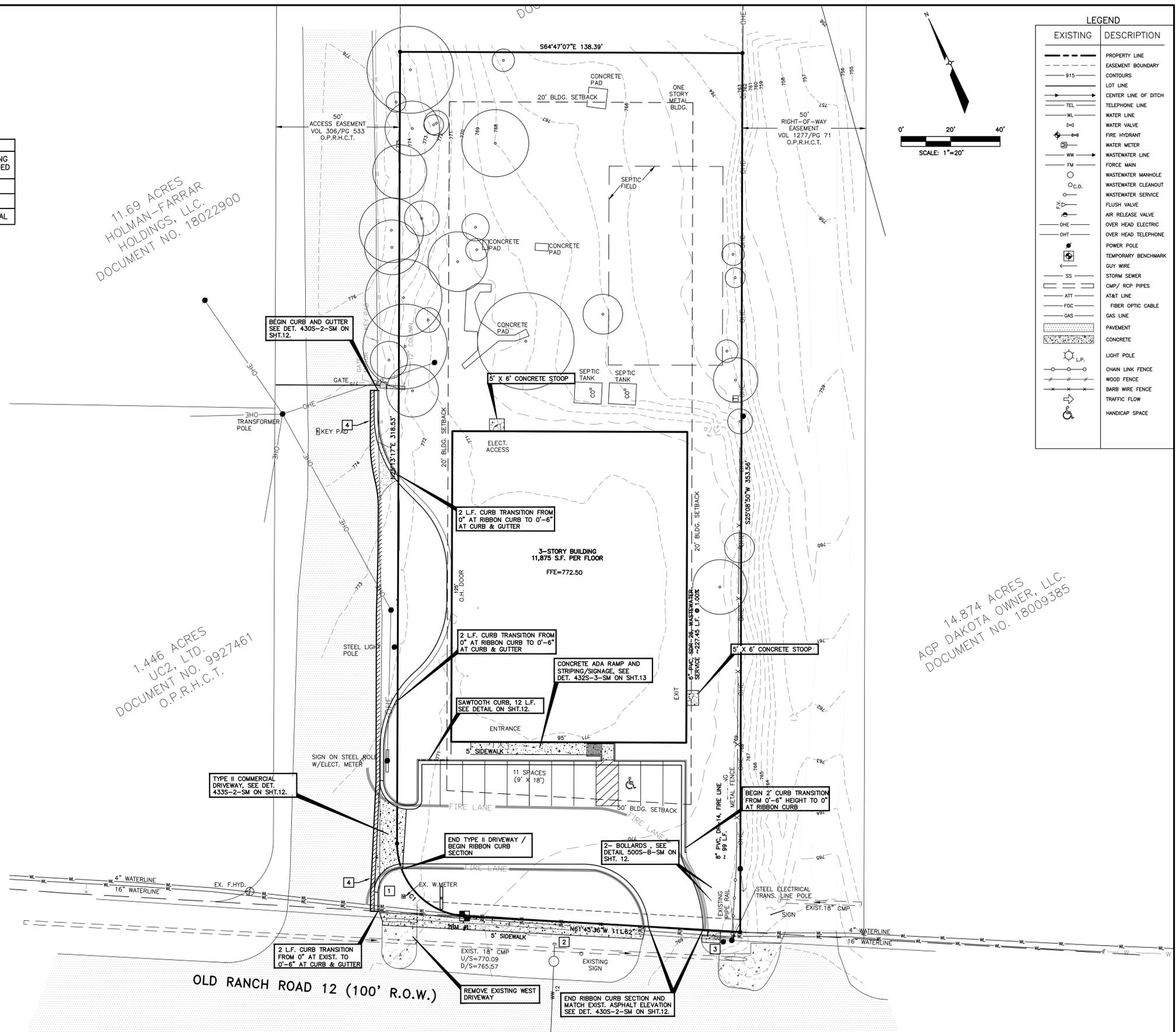
PARKING REQUIREMENTS:

USE	TOTAL AREA	PARKING RATIO	PARKING REQUIRED	HANDICAP PARKING REQUIRED	HANDICAP PARKING PROVIDED	PARKING PROVIDED
COMMERCIAL	11,875 SF				1	10
	11,875 SF				1	11 TOTAL

11.69 ACRES
 HOLMAN-FARRAR
 HOLDINGS, LLC.
 DOCUMENT NO. 18022900

1.446 ACRES
 UC2, LTD.
 DOCUMENT NO. 9927461
 O.P.R.H.C.T.

14.874 ACRES
 AGP DAKOTA OWNER, LLC.
 DOCUMENT NO. 18009385



LEGEND

EXISTING	DESCRIPTION
---	PROPERTY LINE
---	EASEMENT BOUNDARY
915	CONTOURS
---	LOT LINE
---	CENTER LINE OF DITCH
TEL	TELEPHONE LINE
WL	WATER LINE
WV	WATER VALVE
+	FIRE HYDRANT
+	WATER METER
WW	WASTEWATER LINE
FM	FORCE MAIN
○	WASTEWATER MANHOLE
○	WASTEWATER CLEANOUT
○	WASTEWATER SERVICE
+	FLUSH VALVE
+	AIR RELEASE VALVE
OHE	OVER HEAD ELECTRIC
OHT	OVER HEAD TELEPHONE
+	POWER POLE
+	TEMPORARY BENCHMARK
+	GUY WIRE
SS	STORM SEWER
---	CMP/ RCP PIPES
---	ATT LINE
---	FIBER OPTIC CABLE
---	GAS LINE
---	PAVEMENT
---	CONCRETE
+	LIGHT POLE
+	CHAIN LINK FENCE
+	WOOD FENCE
+	BARB WIRE FENCE
+	TRAFFIC FLOW
+	HANDICAP SPACE



PLOTING DATE:

FILE NAME:

BENCHMARKS

1 TBM #1: MAG NAIL FOUND AT BOUNDARY RETURN AT SOUTHWEST CORNER OF PROPERTY ELEVATION=770.15

UTILITY CONSTRUCTION NOTES:

- CONTRACTOR SHALL CONNECT NEW 2" WATER SUPPLY LINE AT EXISTING METER.
- CONTRACTOR SHALL CONNECT TO STUBOUT AT NEW WASTEWATER SERVICE MANHOLE AFTER NEW MANHOLE IS INSTALLED AND ACCEPTED BY THE CITY.
- CONTRACTOR SHALL TAP EXISTING 16" WATER LINE PER DETAIL AND CONNECT NEW 8" FIRE LINE.
- CONTRACTOR SHALL SAWCUT AND REPLACE PAVING AND FLEX. BASE. SEE DETAIL 430S-2-SM ON SHEET 12 FOR CURB CONSTRUCTION.

OLD RANCH ROAD 12 (100' R.O.W.)

DATE:	
BY:	
DESCRIPTION:	
REVISION:	
SITE PLAN	RANCH ROAD STORAGE 1850 RANCH ROAD 12 SAN MARCOS, TEXAS 78666
CLIENT:	HOLMAN-FARRAR HOLDINGS, LLC 1850 RANCH ROAD 12 SAN MARCOS, TEXAS 78666 (512) 221-7707
DATE:	MARCH, 2021
PROJECT:	JOB # 21-216
DRAWING'S NAME:	RR12 SITE PLAN
DESIGN:	CDE
CHECKED:	CDE
DRAWN:	RA
APPROVED:	HE Jr.
SHEET:	1 OF 1

Exhibit C
Architectural Design Standards



MAULDIN ARCHITECTS, PLLC
8603 CROWN HILL BLVD., #30
SAN ANTONIO, TEXAS 78209
PHONE: 210-313-3197
INFO@MAULDINARCHITECTS.COM

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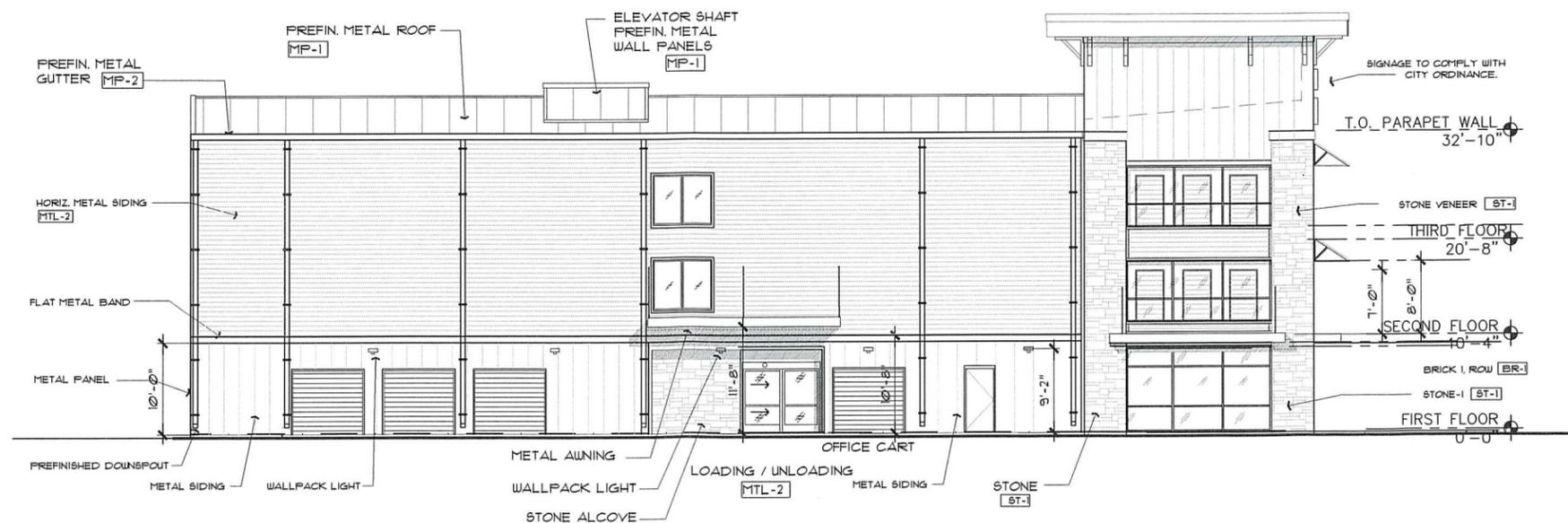
PRELIMINARY
DRAWING - NOT FOR
CONSTRUCTION
ISSUED FOR ZONING
CITY REVIEW AND
OWNER APPROVAL.

MICHAEL D. MAULDIN
TEXAS #16733



**FRONT ELEVATION NORTH
RANCH ROAD SELF STORAGE**
1900 Ranch Road 12 San Marcos, Texas

MAULDIN ARCHITECTS
San Antonio, Texas



**WEST SIDE
RANCH ROAD SELF STORAGE**
1900 Ranch Road 12 San Marcos, Texas

MAULDIN ARCHITECTS
San Antonio, Texas

**New Building
Ranch Road Self-Storage
Ranch Road 12
San Marcos, Texas**

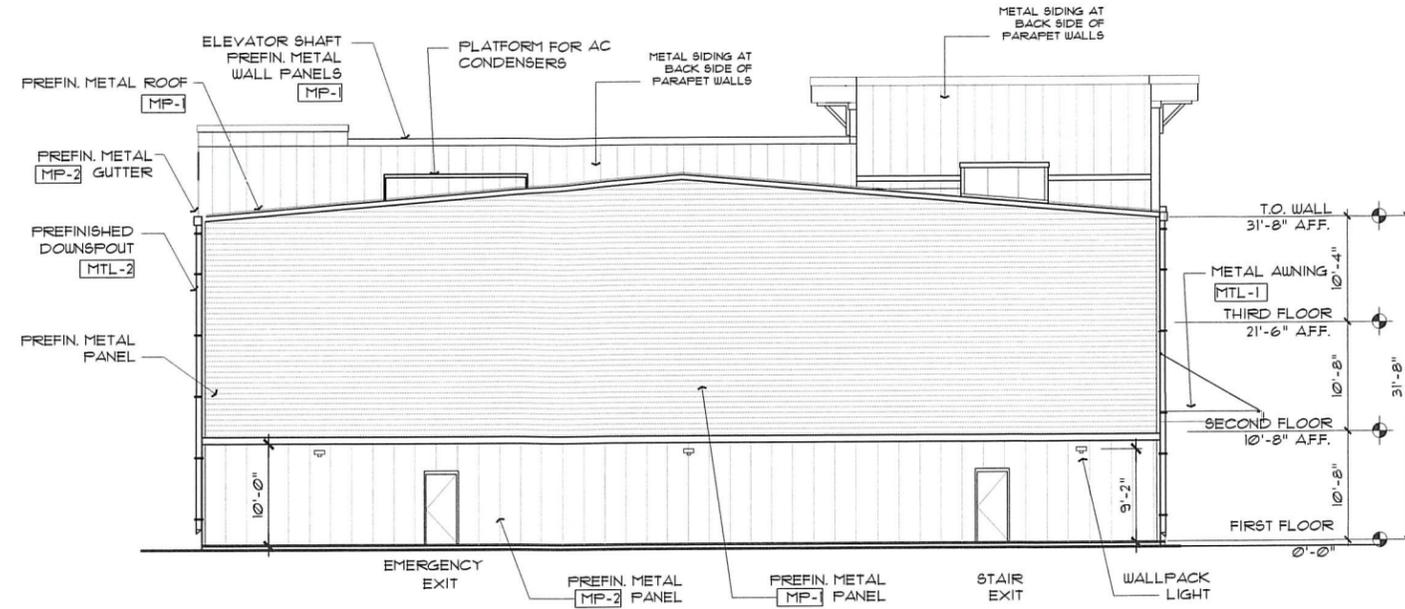
REVISIONS:	NO.	DESCRIPTION	DATE

DATE: 06/02/2021

SHEET TITLE:
ELEVATIONS

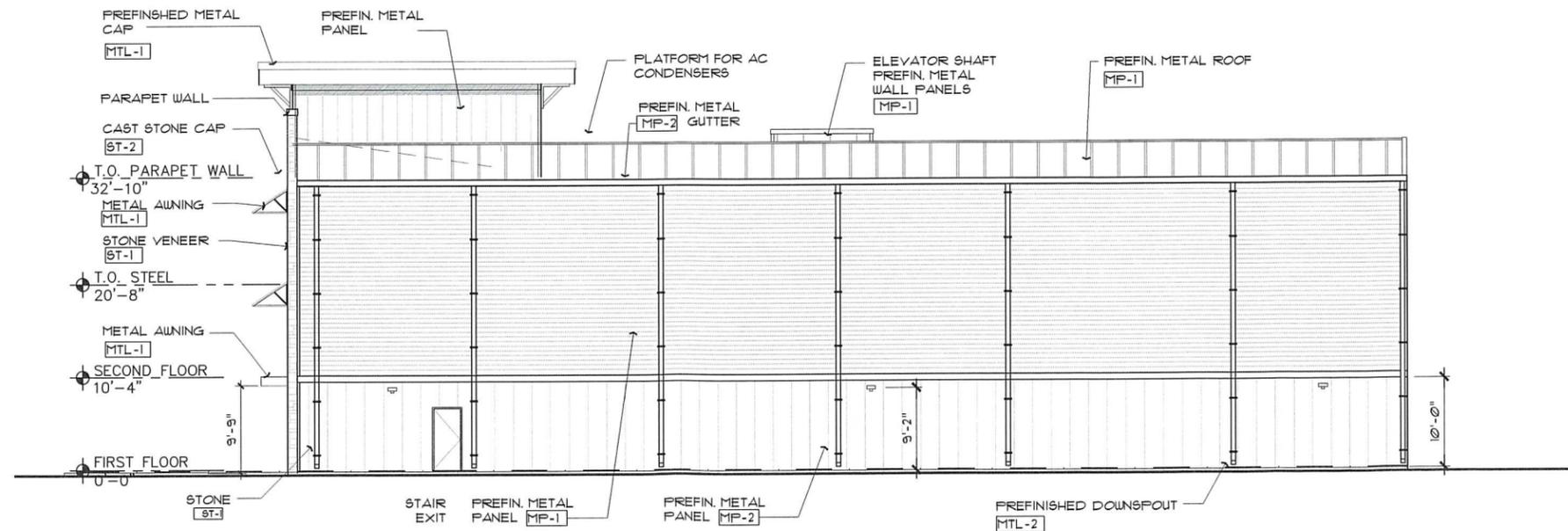
SHEET NUMBER:

A2.1



BACK ELEVATION NORTH
RANCH ROAD SELF STORAGE
 1900 Ranch Road 12 San Marcos, Texas

MAULDIN ARCHITECTS
 San Antonio, Texas



EAST SIDE
RANCH ROAD SELF STORAGE
 1900 Ranch Road 12 San Marcos, Texas

MAULDIN ARCHITECTS
 San Antonio, Texas

New Building
Ranch Road Self-Storage
Ranch Road 12
San Marcos, Texas

REVISIONS:	NO.	DESCRIPTION	DATE

DATE: 06/02/2021

SHEET TITLE:
 ELEVATIONS

SHEET NUMBER:
A2.2

Exhibit D
Landscape Standards

0.94 ACRES
HERMAN FLORES &
ADLEINA FLORES
DOCUMENT NO. 116610

11.69 ACRES
HOLMAN-FARRAR
HOLDINGS, LLC.
DOCUMENT NO. 18022900

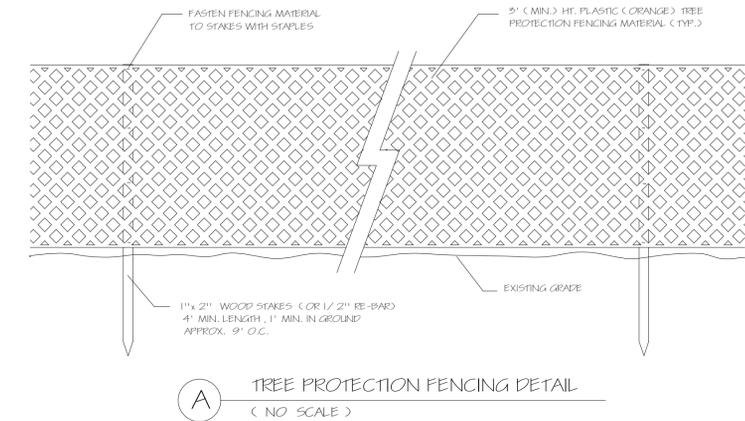
1.446 ACRES
UC2, LTD.
DOCUMENT NO.
9927461
O.P.R.H.C.T.

TREE NO.	*SPECIES	**CALIPER 9" - 23.99"	***CALIPER 24" + [SPECIMEN]	PRESERVED (X)	REMOVED (X)	****BLDG FOOTPRINT (X)	MITIGATION TREES	MITIGATION INCHES [SPECIMEN TREES]
1	HACKBERRY		30"	X				
2	HACKBERRY	16"		X				
3	HACKBERRY	22"		X				
4	HACKBERRY	12"		X				
5	HACKBERRY	10"		X				
6	HACKBERRY	18"		X				
7	HACKBERRY	9"		X				
8	HACKBERRY	8"		X				
9	HACKBERRY	9"		X				
10	ELM	9"		X				
11	ELM	19"		X				
12	ELM	11"		X				
13	ELM	9"		X				
14	ELM	16"		X				
15	MESQUITE	13"		X				
16	HACKBERRY	15"		X				
17	ELM	24"		X				
18	HACKBERRY	10"		X				
19	ELM	22"		X				
20	CHINA BERRY	14"		X				
21	HACKBERRY	17"		X				
22	CEDAR	14"		X				
23	CHINA BERRY	14"		X				
24	OAK	13"		X				
25	OAK	8"		X				
26	OAK	10"		X				
27	HACKBERRY	8"		X				
28	LIVE OAK		35"					
TOTAL MITIGATION TREES		NONE	NONE	ALL	NONE	NONE	NONE	NONE
TOTAL SPECIMEN INCHES			65"					

TREE PROTECTION / PRESERVATION SPECIFICATIONS :

- 1.) Install Tree Protection Fencing in areas indicated on plan prior to site clearing, grading and construction. Remove only when necessary or prior to landscape and irrigation installation.
- 2.) Apply shredded hardwood mulch underneath protected trees prior to time of fencing at a minimum depth of 3".
- 3.) Prevent storage or operation of heavy equipment within tree protection Fencing.
- 4.) Prevent storage or mixing of any deleterious chemicals or other construction materials within tree protection fencing.
- 5.) When grading or trenching must occur adjacent to protected trees any necessary cutting of tree roots must be done in a clean fashion using appropriate cutting tools such as chain-saws, pruners or hand saws to avoid ripping or fracturing roots that may result in rotting and disease.
- 6.) Minimize any additional fill soils on top of root zones. When new sidewalks are constructed in the root zones of protected trees contractor should try to install walkway 1" on top of the root system and not "through" the root system in order to minimize damage to "significant" surface roots.

14.874 ACRES
AGP DAKOTA OWNER, LLC.
DOCUMENT NO. 18009385



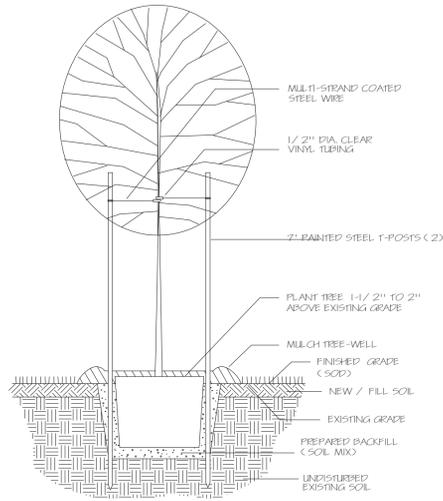
OLD RANCH ROAD 12

SCALE : 1" = 20'

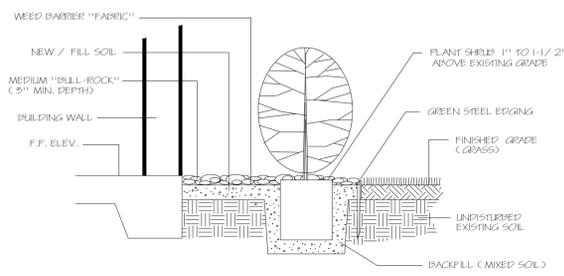


ISSUES AND REVISIONS

NO.	DATE	DESCRIPTION
06/06/21		ISSUE FOR PERMIT
10/12/21		CITY COMMENTS



B CONTAINER TREE PLANTING DETAIL
(NO SCALE)



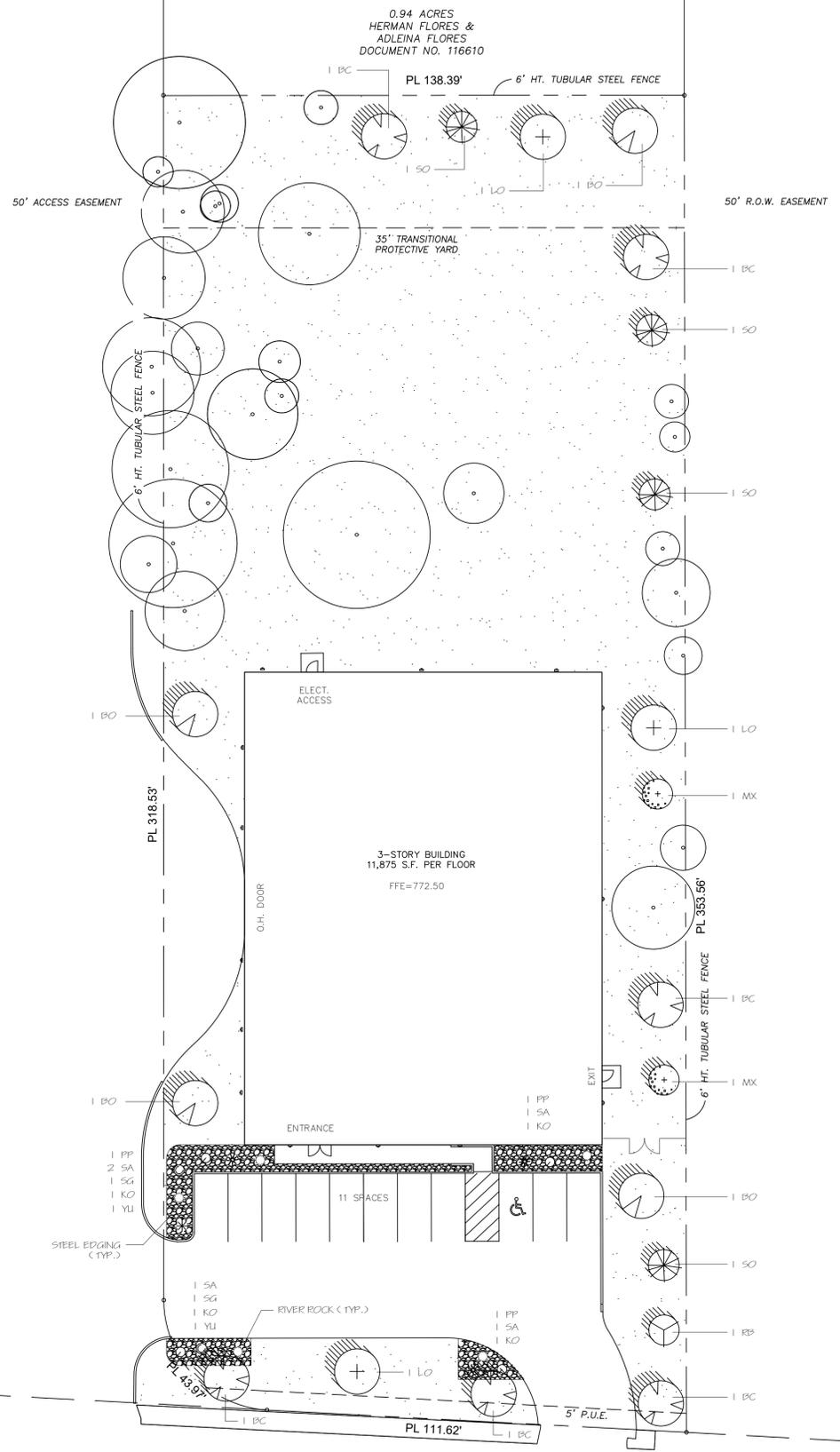
A RIVER ROCK / PLANTING DETAIL
(NO SCALE)

LANDSCAPE CONSTRUCTION SPECIFICATIONS:

- 1.) General Contractor to bring all areas to final grade with a boxblade using a good quality, gradeable topsoil.
- 2.) Prepare all new planting beds by removing all rocks, concrete and construction debris and fill in 3" to 4" of new Soil Mix and pre-emergent herbicide (such as Penncarb or Eptam) at the recommended rates, then rake all bed areas smooth prior to planting.
- 3.) Grade all planting beds to edges of beds and away from buildings prior to planting for positive drainage away from foundation. Install green Ryerson Steel landscape edging (1/8" thick x 4" tall) between turf and planting beds. Cut exposed corners at 45 degrees when steel butts up against curbs or walkways for pedestrian safety.
- 4.) Fertilize all new trees, shrubs and groundcovers with Osmocote (or equal) time-release fertilizer.
- 5.) Cover all new planting beds with "River Rock" ("Bull Rock"). Gravel for planting beds to be brown "River Rock" (or "Bull Rock") of medium aggregate size (1.5" to 3.5") applied at a minimum thickness/depth of 2.5" to 3.5" maximum. Mulch for new trees to be typical shredded hardwood bark mulch at a minimum rate of 2" thick.
- 6.) Double-Stake all specified trees (see plant list) with 2 (7" tall painted metal T-Posts, multi-strand coated steel wire and clear vinyl tubing.
- 7.) Root-Stimulate all new trees with Superthrive brand root-stimulator (or equal) as per manufacturers recommendations.
- 8.) Plant sizes shown are the minimum acceptable. Plants will be inspected and measured for conformance. Plants specified with container size only shall be of or better than locally accepted nursery standards. Obviously undersized, misshapen, weak or inadequately rooted plants will be rejected. The Owner's decision will be final in matters concerning plant size, condition and health. Plants larger in size than specified may be used if approved by the Landscape Architect or the Owner, but the use of larger plants will not automatically increase the contract amount.
- 9.) Thoroughly hand water all new plantings immediately after planting.
- 10.) Fine grade all new turf areas (by hand if necessary) prior to installation of grass. This is for a nice smooth turf-bed as well as for normal drainage purposes.
- 11.) Solid sod within property to be 99 percent pure Common Bermuda grass. Sod to be rolled immediately after wetting and installation. Hydromulch to be Common Bermuda grass hydromulch at a rate of 2 lbs. hulled seed per 1000 s.f. and includes green cellulose fiber and fertilizer.
- 12.) Landscape contractor is responsible for keeping jobsite neat, clean and safe at all times in reference to their landscape work. Excess excavated soil, accumulations of landscape related trash, plant containers etc. to be removed from jobsite by Landscape Contractor daily and at the end of the project.
- 13.) The Owner, Landscape Architect and general Contractor reserve the right to inspect the progress of the project and any or all of the materials and procedures used at any time. Such materials and procedures will be subject to approval or rejection at that time and promptly followed up in writing to all concerned parties.

11.69 ACRES
HOLMAN-FARRAR
HOLDINGS, LLC.
DOCUMENT NO. 18022900

1,446 ACRES
UC2, LTD.
DOCUMENT NO.
9927461
O.P.R.H.C.T.



OLD RANCH ROAD 12

CITY OF SAN MARCOS DEPT. OF PLANNING AND DEVELOPMENT
LANDSCAPE ANALYSIS FORM

A.) REQUIRED LANDSCAPE AREA RETAIL AND COMMERCIAL: 10% LANDSCAPE AREA REQUIRED TOTAL SITE AREA: 48,952 S.F. X 10 = 4,895 S.F. LANDSCAPE AREA REQUIRED LANDSCAPE AREA: 19,216 S.F. / 48,952 S.F. = 39.4% LANDSCAPE AREA PROVIDED
B.) INTERNAL PLANTINGS 4,895 S.F. / 1000 S.F. = 5 TREES AND 19 SHRUBS REQUIRED
C.) STREET TREES OLD RANCH ROAD 12 193.62' / 90 = 3 TOTAL STREET TREES REQUIRED
D.) PARKING LOT LANDSCAPING (NOT APPLICABLE. ONLY 17 PARKING SPACES PROPOSED)

PLANT LIST				
QUANT.	SYMBOL	PLANT TYPE	SIZE	NOTES
6	B C	BALD CYPRESS Taxodium distichum	45 GAL 2.5" CAL. MIN.	SINGLE-TRUNK, DOUBLE-STAKED 9' - 11' HT. X 4" - 5" SPR., MATCHING
4	B O	BUR OAK Quercus macrocarpa	45 GAL 3" CAL. MIN.	SINGLE-TRUNK, DOUBLE-STAKED 9' - 11' HT. X 5" - 6" SPR., MATCHING
4	K O	KNOCK OUT SHRUB ROSE Rosa compacta 'Double Knock-Out'	3 GAL	2' - 3" O.C., FULL, HEALTHY, MATCHING
2	L O	LIVE OAK Quercus virginiana	45 GAL 2.5" CAL. MIN.	SINGLE-TRUNK, DOUBLE-STAKED 10' - 12' HT. X 5" - 6" SPR., MATCHING
2	M X	MEXICAN PLUM Prunus mexicana	30 GAL 2" CAL. MIN.	SINGLE-TRUNK 8' - 9' HT. X 4" - 5" SPR., MATCHING
3	P P	PRICKLY PEAR CACTUS Opuntia engelmannii	7 - 10 GAL.	FULL, HEALTHY, MATCHING 22" - 30" HT. X 22" - 30" SPR., FULL
1	R B	TEXAS REDBUD Cercis canadensis 'Texensis'	30 GAL 2" CAL. MIN.	SINGLE-TRUNK, DOUBLE-STAKED 9' - 10' HT. X 4" - 5" SPR.
5	S A	SAGE, "SILVERADO" Leucophyllum frutescens 'Silverado'	3 GAL	3' - 6" O.C., FULL, HEALTHY, MATCHING 22" - 28" HT. X 18" - 22" SPR.
2	S G	AUTUMN SAGE Salvia greggii	3 GAL 2.5" CAL. MIN.	FULL, HEALTHY, MATCHING 12" MIN. HT. X 3.5" - 4.5" SPR., MATCHING
4	S O	TEXAS SOPHORA Sophora affinis	30 GAL 2" CAL. MIN.	SINGLE-TRUNK, FULL TO GROUND 7' - 9' HT. X 3.5" - 4" SPR.
2	Y U	TWISTED LEAF YUCCA Yucca rupicola	7 GAL - 10 GAL.	FULL, HEALTHY, MATCHING 22" - 30" HT. X 24" - 36" SPR., FULL
	HYDRO	COMMON BERMUDAGRASS	SQ. FT.	WITH GREEN CELLULOSE FIBER AND FERTILIZER - APPLY WHERE INDICATED
	SOD	COMMON BERMUDAGRASS	SQ. YD.	SOLID SOD, ROLLED INSTALL WHERE INDICATED

NOTES:

- 1.) EDGE ALL NEW PLANTING BEDS, CURBS, WALKWAYS, BUILDING FOUNDATIONS AND ANY OTHER PAVING WITH 2 ROWS OF SOLID SOD (3" WIDTH) AND HYDROMULCH ALL REMAINING CONSTRUCTION DISTURBED TURF AREAS.
- 2.) ALL NEW LANDSCAPE AREAS AND PLANTINGS TO BE IRRIGATED WITH A PROFESSIONALLY DESIGNED AND INSTALLED AUTOMATIC LANDSCAPE IRRIGATION SYSTEM. (TO BE DESIGNED UPON SITE AND LANDSCAPE PLAN APPROVAL.)

PLANT LEGEND	
BC	BALD CYPRESS
BO	BUR OAK
LO	LIVE OAK
MX	MEXICAN PLUM
RB	TEXAS REDBUD
SO	TEXAS SOPHORA
PP *	PRICKLY PEAR CACTUS
SA	SILVERADO SAGE
SG	SALVIA GREGGII
KO	KNOCK-OUT SHRUB ROSE
YU *	TEXAS YUCCA

14.874 ACRES
AGP DAKOTA OWNER, LLC.
DOCUMENT NO. 18009385



LANDSCAPE PLAN

SCALE: 1" = 20'

INTEGRATED LANDSCAPE ARCHITECTURE, LLC
765 ROLLING OAKS DRIVE
DRIFTWOOD, TEXAS 78619
E-MAIL: INFO@LANDARCHTX.COM
PHONE: 713-973-7851



ISSUES AND REVISIONS

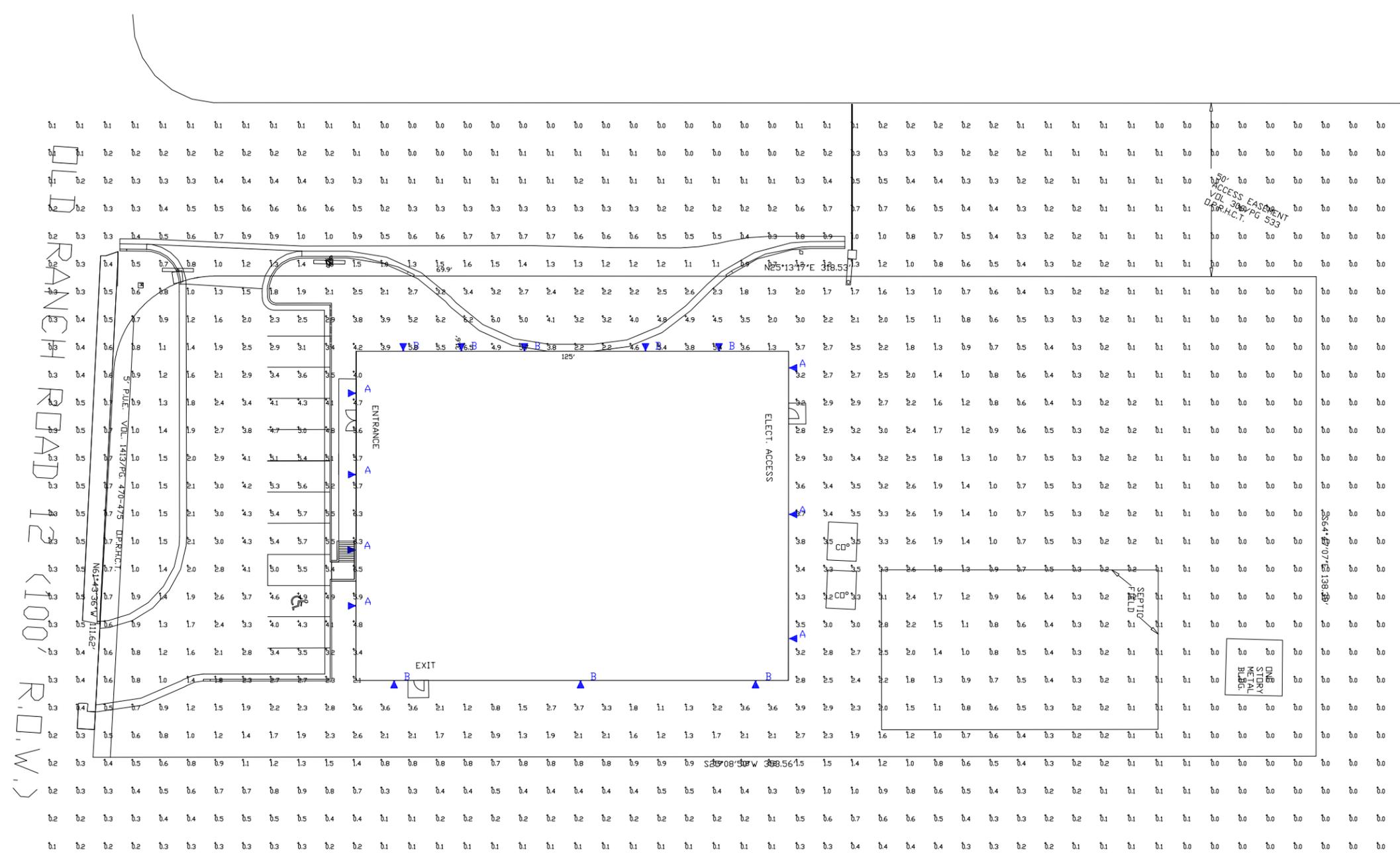
NO.	DATE	DESCRIPTION
06/06/21		ISSUE FOR PERMIT
10/12/21		CITY COMMENTS

RANCH ROAD STORAGE
1900 RANCH ROAD 12
SAN MARCOS, TEXAS 78666
FOR: HOLMAN-FARRAR HOLDINGS, LLC

Landscape Plan

L1.0

Exhibit E
Photometric Plan



Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts
▲	7	A	SINGLE	XWM-FT-LED-12L-50 MTD @ 24'	1.000	1.000	0.900	11838	102.2
▲	8	B	SINGLE	XWM-FT-LED-04L-50 MTD @ 10'	1.000	1.000	0.900	3991	29.5

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL CALC POINTS	Illuminance	Fc	1.02	6.5	0.0	N.A.	N.A.
INSIDE CURB	Illuminance	Fc	2.83	5.7	0.5	5.66	11.40

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Total Project Watts
Total Watts = 9514



LIGHTING PROPOSAL		LD-153933-1	
SELF STORAGE OLD RANCH ROAD 12 SAN MARCOS, TX			
DATE: 06-07-21	REV: 10-13-21	SHEET 1 OF 1	
SCALE: 1"=16'		16	

Exhibit F
Texas Commission on Environmental Quality

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 1, 2021

Mr. Tom Holman
Holman-Farrar Holdings, LLC
7925 S. Broadway Ave. Ste. 220
Tyler, TX 75703

Re: Edwards Aquifer, Hays County

NAME OF PROJECT: Ranch Road Storage; Located at 1900 Ranch Rd 12; ETJ of San Marcos, Texas

TYPE OF PLAN: Request for Approval of a Water Pollution Abatement Plan (WPAP) and Organized Sewage Collection System (SCS); 30 Texas Administrative Code (TAC) Chapter 213 Edwards Aquifer

Regulated Entity No. RN102136629; Additional ID No. 11002605 and 11002606

Dear Mr. Holman:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the WPAP and SCS applications for the above-referenced project submitted to the Austin Regional Office by Cuatro Consultants, Ltd. on behalf of Holman-Farrar Holdings, LLC on July 30, 2021. Final review of the WPAP and SCS was completed after additional material was received on September 24, 2021. As presented to the TCEQ, the Temporary and Permanent Best Management Practices (BMPs) were selected, and construction plans were prepared by a Texas Licensed Professional Engineer to be in general compliance with the requirements of 30 TAC Chapter 213 and Chapter 217. These planning materials were sealed, signed, and dated by a Texas Licensed Professional Engineer. Therefore, based on the engineer's concurrence of compliance, the planning materials for construction of the proposed project and pollution abatement measures are hereby approved subject to applicable state rules and the conditions in this letter. The applicant or a person affected may file with the chief clerk a motion for reconsideration of the executive director's final action on this Edwards Aquifer Protection Plan. A motion for reconsideration must be filed no later than 23 days after the date of this approval letter. This approval expires two (2) years from the date of this letter unless, prior to the expiration date, more than 10 percent of the construction has commenced on the project or an extension of time has been requested.

PROJECT DESCRIPTION

WPAP DESCRIPTION

The proposed commercial project will have an area of approximately 1.11 acres. It will include demolition and reconstruction of the existing Ranch Road Storage facility which was constructed prior to 1973 and consisted of 0.54 acres of impervious cover. The project will result in an overall reduction of impervious cover on the site. The impervious cover will be 0.44 acres (39.7 percent).

SCS DESCRIPTION

The proposed sewage collection system will consist of 2,073 linear feet of 12-inch diameter pipe. The pipe material will be SDR-26, ASTM D-2241. The proposed sewage collection system will provide disposal service for development along Ranch Road 12, including the 1.11 acres proposed commercial project.

The system will be connected to an existing City of San Marcos wastewater line for conveyance to the City of San Marcos Wastewater Treatment Plant for treatment and disposal. The project is located in the San Marcos ETJ and will conform to all applicable codes, ordinances, and requirements of the City of San Marcos.

PERMANENT POLLUTION ABATEMENT MEASURES

The project has pre-rule impervious cover and will have a net decrease in impervious cover; thereby reducing the total suspended solid (TSS) load within the project area. No additional BMPs are therefore being proposed for this area. The approved measures meet the required 80 percent removal of the increased load in total suspended solids caused by the project.

GEOLOGY

According to the Geologic Assessment (GA) included with the application, the surficial units on site are Buda Limestone (Kbu), Del Rio Clay (Kdg), and the Georgetown Formation (Kgt). The soils present on site are characterized as Comfort-Rock outcrop, Krum clay, and Rumble-Comfort series soils. No sensitive geologic features were identified in the GA. The TCEQ site assessment conducted on September 17, 2021 determined the site to be generally as described.

SPECIAL CONDITIONS

- I. All permanent pollution abatement measures shall be operational prior to occupancy of the facility.
- II. All sediment and/or media removed from the water quality basin during maintenance activities shall be properly disposed of according to 30 TAC 330 or 30 TAC 335, as applicable.
- III. By the responsible engineer's dated signature and seal on the Engineering Design Report attached to the submitted application, all information therein accurately reflects the information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer in accordance with the requirements of 30 TAC 213.5 (c) and Chapter 217.

STANDARD CONDITIONS

1. Pursuant to Chapter 7 Subchapter C of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.
2. The holder of the approved Edwards Aquifer protection plan must comply with all provisions of 30 TAC Chapter 213 and all best management practices and measures contained in the approved plan. Additional and separate approvals, permits, registrations and/or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, UIC) can be required depending on the specifics of the plan.
3. In addition to the rules of the Commission, the applicant may also be required to comply with state and local ordinances and regulations providing for the protection of water quality.

Prior to Commencement of Construction:

4. Within 60 days of receiving written approval of an Edwards Aquifer Protection Plan, the applicant must submit to the Austin Regional Office, proof of recordation of notice in the county deed records, with the volume and page number(s) of the county deed records of the county in which the property is located. A description of the property boundaries shall be included in the deed recordation in the county deed records. A suggested form (Deed Recordation Affidavit, TCEQ-0625) that you may use to deed record the approved WPAP is enclosed.
5. All contractors conducting regulated activities at the referenced project location shall be provided a copy of this notice of approval. At least one complete copy of the approved WPAP and SCS plans and this notice of approval shall be maintained at the project location until all regulated activities are completed.
6. Modification to the activities described in the referenced WPAP and SCS application following the date of approval may require the submittal of a plan to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval prior to initiating construction of the modifications.
7. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the Austin Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the date on which the regulated activity will commence, the name of the approved plan and program ID number for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person. The executive director will use the notification to determine if the approved plan is eligible for an extension.
8. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved applications, must be installed prior to construction and maintained during construction. Temporary E&S controls may be removed when vegetation is established and the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.
9. All borings with depths greater than or equal to 20 feet must be plugged with non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring. All borings less than 20 feet must be backfilled with cuttings from the boring. All borings must be backfilled or plugged within four (4) days of completion of the drilling operation. Voids may be filled with gravel.

During Construction:

10. During the course of regulated activities related to this project, the applicant or agent shall comply with all applicable provisions of 30 TAC Chapter 213 and Chapter 217. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity, upon which that person or entity shall assume responsibility for all provisions and conditions of this approval.
11. This approval does not authorize the installation of temporary aboveground storage tanks on this project. If the contractor desires to install a temporary aboveground storage tank for use during construction, an application to modify this approval must be submitted and approved prior to installation. The application must include information related to tank location and spill containment. Refer to Standard Condition No. 6, above.
12. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the Austin Regional Office of the discovery

of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potentially adverse impacts to water quality. The plan must be sealed, signed, and dated by a Texas Licensed Professional Engineer.

13. All water wells, including injection, dewatering, and monitoring wells must be in compliance with the requirements of the Texas Department of Licensing and Regulation under Title 16 TAC Chapter 76 (relating to Water Well Drillers and Pump Installers) and all other locally applicable rules, as appropriate.
14. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50 percent. Litter, construction debris, and construction chemicals shall be prevented from becoming stormwater discharge pollutants.
15. Intentional discharges of sediment laden water are not allowed. If dewatering becomes necessary, the discharge will be filtered through appropriately selected best management practices. These may include vegetated filter strips, sediment traps, rock berms, silt fence rings, etc.
16. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
17. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.
18. No part of the system shall be used as a holding tank for a pump-and-haul operation.

After Completion of Construction:

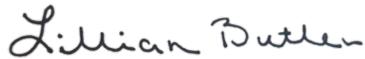
19. Certification by a Texas Licensed Professional Engineer of the testing of sewage collection systems required by 30 TAC Chapter 213 and Chapter 217 shall be submitted to the Austin Regional Office within 30 days of test completion and prior to the new sewage collection system being put into service. The certification should include the project name as it appeared on the approved application, the program ID number, and two copies of a site plan sheet(s) indicating the wastewater lines and manholes that were tested and are being certified as complying with the appropriate regulations. The engineer must certify in writing that all wastewater lines have passed all required testing to the appropriate regional office within 30 days of test completion and prior to use of the new collection system. Should any test result fail to meet passing test criteria and then subsequently pass testing, the result(s) and an explanation of what repair, adjustment, or other means were taken to facilitate a subsequent passing result shall be provided.
20. Every five years after the initial certification, the sewage collection system shall be retested. Any lines that fail the test must be repaired and retested. Certification that the system continues to meet the requirements of 30 TAC Chapter 213 and Chapter 217 shall be submitted to the Austin Regional Office. The certification should include the project name as it appeared on the approved application, the program ID number and two copies of a site plan sheet(s) indicating the wastewater lines and manholes that were tested and are being certified as complying with the appropriate regulations. Should any test result fail to meet passing test criteria, and then subsequently pass testing, the result(s) and an explanation of what repair, adjustment, or other means were taken to facilitate a subsequent passing result shall be provided.

Mr. Tom Holman
Page 5
October 1, 2021

21. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved Edwards Aquifer protection plan. If the new owner intends to commence any new regulated activity on the site, a new Edwards Aquifer protection plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.
22. An Edwards Aquifer protection plan approval or extension will expire, and no extension will be granted if more than 50 percent of the total construction has not been completed within ten years from the initial approval of a plan. A new Edwards Aquifer protection plan must be submitted to the Austin Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.
23. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality. If you have any questions or require additional information, please contact Savannah Finger of the Edwards Aquifer Protection Program of the Austin Regional Office at 512-239-2929.

Sincerely,



Lillian Butler, Section Manager
Edwards Aquifer Protection Program
Texas Commission on Environmental Quality

LIB/sjf

Enclosures: Deed Recordation Affidavit, Form TCEQ-0625

cc: Mr. Hugo Elizondo, P.E., Cuatro Consultants LLC