STATE OF TEXAS § DEVELOPMENT AGREEMENT COUNTY OF HAYS §

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 **CASATA SAN MARCOS**, **LLC**, a Texas limited liability company ("**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 or is acquiring approximately 31.77 acres, more or less, ("the Property") 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; and

WHEREAS, Owner desires to connect to City utilities; and

WHEREAS, as a condition of the City's consent to connection of utilities requires consent to annexation; and

WHEREAS, Owner desires to zone approximately 5 acres of the Property as a Character District 4 (CD-4) and approximately 27 acres of the Property as Manufactured Home District (MH) pursuant to Subpart B of the City of San Marcos Code of Ordinances, as amended, and in accordance with the Concept 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 Land Use 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 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 for an estimated maximum density of 250 residential units across the approximately 31.77 acres; and
- D. This Agreement runs with the land, and thus shall be notarized, then filed in and among the land records of Hays County, and is binding on subsequent purchasers of the Property, or any portions thereof.

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 Concept Plan

The City hereby approves the general use and development of the Property in accordance with the Concept Plan, which is incorporated herein as **Exhibit "B"**, in conjunction with the development standards contained herein. The Concept Plan shall constitute the land use plan under Section 2.4.3.3 of the SMDC. The Concept Plan may only be amended to increase conformance with the SMDC or as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Concept Plan.

Minor changes to the details contained within the Concept Plan which do not substantially and adversely change the Plan and which do not alter the basic physical relationship of the development to adjacent properties, including, but not limited to, layout of buildings, number and size of buildings, design of parking areas, etc., may be approved administratively by the Director of Development Services at the time of site plan approval subject to meeting the standards contained in this Agreement and all other applicable City standards. Any decision of the Director of Development Services and/or the Permit Center Manager may be appealed to the Planning and Zoning Commission.

1.02 Proposed Schedule of Development and Phasing

Owner plans to develop the property in phases beginning with the Micro Home Community followed by the Single Family Community.

1.03 Base Zoning District(s)

Unless otherwise modified or amended by this Agreement, the development will follow the development standards for the CD-4 District for the Single Family Community and MH for the Micro Home Community, as amended.

1.04 Development Standards:

A. CD-4 Single Family Community.

The following standards shall be applicable to the 5 acre CD-4 Single Family Community:

- 1. <u>Permitted Uses</u>: The following uses allowed in Table 5.1 Land Use Matrix of Section 5.1.1.2 Land Use Matrix of the SMDC shall be permitted within the 5-acre Single Family Community:
 - a. Single Family Detached
 - b. Two Family
 - c. Single Family Attached
 - d. Accessory Building/Structure
 - e. Accessory Dwelling Unit

All other uses allowed in the CD-4 District in Table 5.1 Land Use Matrix of Section 5.1.1.2 Land Use Matrix of the SMDC shall be prohibited.

- 2. <u>Project Density</u>: Maximum Density shall be 8 units per acre for a maximum total of 40 units. Maximum Impervious Cover shall be 70%.
- 3. <u>Dimensional and Development Standards</u>: The 5.00 acre Single Family Community area shall be developed in accordance with the following:

Building Type	Lot Area	Lot Width
House (SF Detached)	3,000 sq. ft. min.	30 ft. min. / 120 ft. max
Duplex (Two Family)	4,500 sq. ft. min.	40 ft. min. / 120 ft. max
Townhouse	1,500 sq. ft. min.	20 ft. min. / 120 ft. max

Building Standards		
Principle Building Height	2 stories max.	35 ft. max.
Accessory Structure Height	N/A	24 ft. max.
Principle Building Square Footage*	1,100 min.	2,400 max.
* Minimum square footage shall be the minimum	conditioned space of	the dwelling unit.

All other standards shall be in conformance with the Dimensional and Development Standards of the CD-4 District.

B. MH Micro Home Community

The following standards shall be applicable to the 26.789 acre Micro Home Community:

1. <u>Permitted Uses</u>: The following uses shall be permitted within the 26.789 acre Micro Home Community:

- a. Micro Home: Single family detached dwelling ranging in size from 380 1,100 square feet, constructed on a permanent foundation meeting the requirements of the International Residential Code (IRC), as applicable and adopted by the City.
- b. Accessory Uses

All other uses allowed in the MH District in Table 5.1 Land Use Matrix of Section 5.1.1.2 Land Use Matrix of the SMDC shall be prohibited.

2. <u>Project Density</u>: Maximum density shall be 7.84 units per acre for a maximum total of 210 units. Maximum impervious cover shall be 65%.

<u>Dimensional and Development Standards</u>: The 26.789 acre Micro Home Community shall be developed in accordance with the following:

Lot Standards	
Area of Micro Home Space or Lot	
Interior Lot or Space	1,560 sf min.
Corner Lot or Space	1,560 sf min.
Width of Micro Home Lot or Space	
Interior Lot or Space	26 ft. min.
Corner Lot or Space	26 ft. min.
Depth of Micro Home Lot or Space	60 ft. min

Setbacks	
Front Yard of Micro Home Lot or Space	10 ft. min
Side, Interior of Micro Home Lot or Space	5 ft. min
Side, Corner of Micro Home Lot or Space	15 ft. min
Rear Yard of Micro Home Lot or Space	10 ft. min

Building \$	Standards	
Height	1 story max.	
Micro Home Square Footage*	380 sf min. / 1,100 sf max.	
* Minimum square footage shall be the minimum conditioned space of the dwelling unit.		

- C. Architectural Design Standards:
 - 1. All structures shall be built to the current International Residential Code (IRC), as applicable and adopted by the City.
 - 2. The Property shall be developed with the following architectural styles of units: Contemporary, Craftsman, Farmhouse, Colonial, Cottage and Cape Code.
 - 3. All buildings shall be similar in architecture to the representative elevations attached in **Exhibit "C"**. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community's desired character and

- image. All facades shall use exterior materials, colors, textures and finishes similar to those included in the representative elevations in **Exhibit "C"**.
- 4. A minimum of 100% of each building, excluding doors, windows, fascia, soffit, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco, split face concrete units, faux stone or brick, cementitious fiberboard or a combination thereof. Fascia, trim, columns, soffits, handrails, guardrails, decks, and other similar architectural details may be constructed of wood or other durable natural material.
- 5. E.I.F.S. is not permitted as a building material. If such a finish is desired, stucco on masonry backup or a mechanically fastened system is required.
- 6. Minor changes including, but not limited to, floorplans/layouts, exterior materials, and unit sizes, to the details contained within the Architectural & Design Standards in Exhibit "C" may be approved administratively by the Director of Development Services and/or the Permit Center Manager at the time of building permit approval subject to meeting the standards contained in this Agreement and all other applicable City standards. Any decision of the Director of Development Services and/or the Permit Center Manager may be appealed to the Planning and Zoning Commission.
- D. Variations: Owner requests the following variations to the San Marcos Development Code:

1. The following is a list of variations from the CD-4 District:

Variation	CD-4	Proposed	Justification
Lot Area, House Building	4,500	3,000	Allow development of a rear loaded detached product
Туре			similar to other areas of the City.
Minimum Lot Width,	40 ft. min.	30 ft. min.	
House Building Type			
Principle Building Height	3 stories max. /	2 stories max. / 35	Reduction in height exceeds code requirements
	50 ft. max.	ft. max.	
Building Square Footage,	None	1,100 sf min. &	Providing min. & max. square footages ensures variety of
Min. & Max.		2,400	housing types and exceeds code requirements
Impervious Cover Max.	80%	70%	Reduction in impervious cover exceeds code
			requirements

2. The following is a list of variations from the standards of the MH District:

Variation	MH	Proposed	Justification
Defined Use	Product Not	Provided	Existing Tiny Home definition excludes proposed product and
	Defined	Definition	building type
Density	9.0 max. units	7.84 max. units	Reduction in density exceeds code standards
	per acre	per acre	
Area of Lot or Space	3,200 sf min. or	1,560 sf min.	The proposed building type is not defined by code. Modifications
	4,400 sf min.		are minimum necessary to accommodate proposed product and
Width of Lot or	40 ft. min. or 55	26 ft. min.	building type
Space	ft. min.		
Depth of Lot or	80 ft. min.	60 ft. min.	
Space			
Side Setback,	25 ft. min.	15 ft. min.	
Corner Lot or Space			
Rear Setback of Lot	20 ft. min.	10 ft. min.	
or Space			
Building Height	2 stories max.	1 story max.	Proposed product and building type is 1 story. Reduction in height
			exceeds code requirements.
Impervious Cover,	75%	65%	Reduction in impervious cover exceeds code requirements
Max			

1.05 Application Procedures

- A. Development of the Property shall follow the standard development process identified in the SMDC.
- 1.06 Special Standards: The following additional standards shall be applicable to the property:
 - A. Occupancy of all units shall be restricted to a family and up to one other person who is not related to any of the other family members by blood, legal adoption, marriage, or conservatorship.
 - B. Purpose-Built Student Housing shall be prohibited.
 - C. The Owner or Developer shall be responsible for construction of a covered bus shelter within the Property or adjacent to Post Road for use by the City and/or University bus service. The Owner or Developer shall coordinate with the City to designate the appropriate location and access to the bus shelter at the time of site development. The bus shelter shall be constructed the earlier of (1) issuance of a Certificate of Occupancy or (2) within six (6) months of receiving notice that a bus route has been established to serve the property and the stop has been included on said route.

1.07 Public Infrastructure Improvements

- A. An Out of City Utility Connection / Extension application will not be required for the development of this Property provided that the terms of this Agreement are met.
- B. Owner shall connect to City wastewater.
- C. Maxwell Water Supply Company shall provide water services.
- D. Pedernales Electric Cooperative shall provide electrical services.

1.08 Annexation

A. Upon submission of a final subdivision plat application, the Owner or Developer shall submit complete applications for annexation and zoning for the portion of the Property being platted. Said zoning district(s) shall be consistent with the terms and conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a recorded final plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the SMDC in effect on the date hereof (as modified herein) shall be enforced on the Property.

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 those outlined in 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

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 Plans adopted 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.

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.

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

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.

Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245.

2.04 Exhibits/Amendment

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.

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

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2.06 Assignment and Binding Effect Upon Successors

all or any portion of the Property.

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.

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.

2.08 Miscellaneous

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.

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.

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: Casata San Marcos, LLC

PO Box 90638

Austin, Texas 78709

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

[Signature Page Follows]

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: Bert Lumbreras, City Manager
STATE OF TEXAS	§	
	§	
COUNTY OF HAYS	§	
		pefore me on the day of2021, City of San Marcos, in such capacity, on behalf
		Notary Public, State of Texas
	[Signatu	ıre Page Follows]

Casata San Marcos, LLC

Ву:		
Aaron Levy, CEO		
	Acknowledgements	
STATE OF TEXAS	§	
	§	
COUNTY OF TRAVIS	§	
	acknowledged before me on the, in his capacity as owner.	day of2020,
		D. I. I. O. J. T.
	Nota	ry Public, State of Texas

Exhibit A Metes and Bounds



EGAL DESCRIPTION OF LAND:

BEING A 26.789 ACRE (1,166,927 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM WARD SURVEY, ABSTRACT 467 AND THE J. M. VERAMENDI LEAGUE, ABSTRACT 17, CITY OF SAN MARCOS, HAYS COUNTY, TEXAS; AND BEING THE SAME TRACT OF LAND, CALLED 26.78 ACRES, DESCRIBED TO ROBERT JACKSON, ET UX, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 11027603 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE FOUND AT THE SOUTH CORNER OF A CALLED 15.1703 ACRE TRACT OF LAND DESCRIBED TO ZETA ETA HOUSE CORPORATION OF DELTA GAMMA AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 90029425 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; FOR THE WEST CORNER OF THIS TRACT;

HENCE NORTH 44°27'40" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID 15.1703 ACRE TRACT, A DISTANCE OF 1379.92 FEET TO A 1 INCH IRON PIPE FOUND IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (VARIABLE (MIDTH R.O.W.) AND AT AN EAST CORNER OF SAID 15.1703 ACRE TRACT; FOR THE NORTH CORNER OF THIS TRACT

THENCE, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD THE FOLLOWING THREE (3) COURSES

- 1. SOUTH 17°52'20" EAST, A DISTANCE OF 659.99 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET AT A POINT OF CURVATURE FOR THIS TRACT;
- 2. IN A SOUTHEASTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 3°02'34", A RADIUS OF 3769.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 16°17'20" EAST, 200.18 FEET, AND A TOTAL ARC LENGTH OF 200.20 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET AT A POINT OF COMPOUND
- 3. IN A SOUTHWESTERLY DIRECTION. ALONG A NON-TANGENT CURVE TO THE RIGHT. A CENTRAL ANGLE OF 3°02'34". A RADIUS OF 3769.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 16°17'20" EAST, 200.18 FEET, AND A TOTAL ARC LENGTH OF 200.20 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET AT A NORTHEAST CORNER OF A CALLED 71.41 ACRE TRACT OF LAND DESCRIBED TO 4-D ASSOCIATES I LTD. AS SHOWN ON INSTRUMENT RECORDED IN

VOLUME 1480, PAGE 745 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; FOR A SOUTHEAST CORNER OF THIS TRACT: HENCE, WITH THE NORTHERLY BOUNDARY LINE OF SAID 71.41 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1. NORTH 86°39'20" WEST, A DISTANCE OF 311.52 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT:
- 2. NORTH 86°25'20" WEST, A DISTANCE OF 261.18 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP
- 3. SOUTH 38°26'40" WEST, A DISTANCE OF 128.90 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR THE SOUTH CORNER OF THIS TRACT;

STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT:

- 4. NORTH 45°18'20" WEST, A DISTANCE OF 390.81 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR THE SOUTH CORNER OF THIS TRACT;
- 5. NORTH 46°29'20" WEST, A DISTANCE OF 484.97 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 26.789 ACRES OF LAND, MORE OR LESS, IN HAYS COUNTY, TEXAS.

BEING A 5,000 ACRES (217,800 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM WARD SURVEY, ABSTRACT 467, CITY OF SAN MARCOS. HAYS COUNTY. TEXAS: AND BEING A OUT OF A CALLED 15.1703 ACRE TRACT OF LAND DESCRIBED TO ZETA ETA HOUSE CORPORATION OF DELTA GAMMA AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 90029425 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. TEXAS: AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT 3/4 INCH IRON PIPE FOUND IN THE NORTHEAST BOUNDARY LINE OF A CALLED 10 62 ACRE TRACT OF LAND DESCRIBED. O SAN MARCOS-BLANCO CEMETERY ASSOCIATION AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 42, PAGE 151 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; AT THE EAST CORNER OF A CALLED 26.78 ACRES TRACT OF LAND DESCRIBED TO ROBERT ACKSON, ET UX, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 11027603 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; FOR THE SOUTH CORNER OF SAID 15.1703 ACRE TRACT AND THE SOUTH CORNER OF THIS TRACT;

HENCE NORTH 47°22'13" WEST, A DISTANCE OF 529.93 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED RPLS 5703" FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF POST ROAD (VARIABLE WIDTH PUBLIC R.O.W); AT THE NORTH CORNER OF SAID 10.62 ACRE TRACT; FOR THE WEST CORNER OF SAID 15.1703 ACRE TRACT AND THE WEST CORNER OF THIS TRACT;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID POST ROAD, THE FOLLOWING TWO (2) COURSES AND

- 1. NORTH 63°28'16" EAST, A DISTANCE OF 457.74 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF SAID 15.1703 ACRE TRACT AND AN ANGLE CORNER OF THIS TRACT;
- 2. NORTH 58°26'11" EAST, A DISTANCE OF 64.11 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR THE NORTH CORNER OF THIS TRACT:

HENCE SOUTH 47°22'13" EAST, ACROSS SAID 15.1703 ACRE TRACT, A DISTANCE OF 365.26 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET IN THE NORTHWEST BOUNDARY LINE OF A SAID 26.78 ACRE TRACT AND THE ; SOUTHEAST BOUNDARY LINE OF SAID 15.1703 ACRE TRACT, FOR THE EAST CORNER OF THIS TRACT

HENCE SOUTH 44°27'40" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 26.78 ACRE TRACT AND SAID 15.1703 ACRE TRACT, A DISTANCE OF 489.73 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.000 ACRES OF LAND, MORE OR LESS, IN HAYS COUNTY,

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

ΓLE COMMITMENT 1A - TRACT 1

- PURSUANT TO COMMITMENT FOR TITLE INSURANCE LISTED IN GENERAL NOTE 1.)
-). THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.
- RIGHTS OF PARTIES IN POSSESSION. (OWNER'S POLICY ONLY) THIS EXCEPTION MAY BE DELETED AT THE REQUEST OF THE PROPOSED INSURED, UPON A PHYSICAL INSPECTION BY THE TITLE COMPANY AND PAYMENT OF ITS REASONABLE AND ACTUAL COSTS HEREOF. (NOT A SURVEY MATTER)
- ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS, AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM "ENCROACHMENT" INCLUDES ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND. IN THE EVENT OF A CONFLICT BETWEEN THIS EXCEPTION AND COVERED RISK '1.(C)', THIS EXCEPTION SHALL CONTROL. (APPLIES TO OWNER'S POLICY ONLY) (NOT A
- RIGHTS OF TENANTS IN POSSESSION UNDER RECORDED LEASES OR RENTAL AGREEMENTS. (NOT A SURVEY MATTER)
- E. EASEMENT EXECUTED BY GEORGE KYLE, TO TEXAS POWER & LIGHT COMPANY, DATED NOVEMBER 3, 1927, RECORDED IN VOLUME 94, PAGE 579, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. (UNABLE TO DETERMINE, VAGUE DESCRIPTION)

EASEMENT EXECUTED BY ALMA KYLE MITCHELL, TO MAXWELL WATER SUPPLY CORPORATION, DATED DECEMBER 10, 1970,

- EASEMENT EXECUTED BY BESSIE KYLE, TO TEXAS POWER & LIGHT COMPANY, DATED NOVEMBER 30, 1927, RECORDED IN VOLUME 94 PAGE 580 OF THE DEED RECORDS OF HAYS COUNTY TEXAS (UNABLE TO DETERMINE VAGUE DESCRIPTION
- RECORDED IN VOLUME 240, PAGE 741, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. (SUBJECT TO, BLANKET IN EASEMENTS AS SHOWN IN DEEDS RECORDED IN VOLUME 351, PAGE 329, VOLUME 362, PAGE 218, AND VOLUME 377, PAGE
- 481 CORRECTED IN VOLUME 393, PAGE 460, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. (DOES NOT AFFECT, NOT TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN EASEMENT AGREEMENT, BY AND BETWEEN GEORGE KYLE AND BESSIE J. KYLE AND ARABELLA C. YARRINGTON, AS RECORDED IN VOLUME 106, PAGE 325, OF THE DEED RECORDS OF HAYS
- COUNTY, TEXAS, (SUBJECT TO AS SHOWN) SUBJECT PROPERTY LIES WITHIN THE EDWARDS UNDERGROUND WATER DISTRICT. (SUBJECT TO, NOT SHOWN)
- SUBJECT PROPERTY LIES WITHIN THE UPPER SAN MARCOS WATERSHED. (SUBJECT TO, NOT SHOWN) THIS POLICY DOES NOT INSURE THE VALUE OF ANY MANUFACTURED HOME SITUATED ON THE INSURED REAL PROPERTY (OR ANY IMPROVEMENTS ATTACHED OR RELATED THERETO), FOR WHICH A STATEMENT OF OWNERSHIP AND LOCATION

HAS NOT BEEN OBTAINED AND RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED. THE COVERAGE OF THIS POLICY DOES NOT EXTEND TO ANY LIEN ON SUCH MANUFACTURED HOME. OR TO ANY CONSEQUENCES OF FORECLOSURE OR ATTEMPTED FORECLOSURE OF ANY SUCH LIEN.(NOT A SURVEY MATTER)

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

- FITLE COMMITMENT 1B TRACT 2 . THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE
- MUST INSERT MATTERS OR DELETE THIS EXCEPTION.) RIGHTS OF PARTIES IN POSSESSION. (OWNER'S POLICY ONLY) THIS EXCEPTION MAY BE DELETED AT THE REQUEST OF THE PROPOSED INSURED, UPON A PHYSICAL INSPECTION BY THE TITLE COMPANY AND PAYMENT OF ITS REASONABLE AND ACTUAL COSTS HEREOF. (NOT A SURVEY MATTER)
- ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS, AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.(NOT A SURVEY MATTER
- ANY ENCROACHMENT. ENCUMBRANCE. VIOLATION. OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM "ENCROACHMENT" INCLUDES ENCROACHMENT OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND. IN THE EVENT OF A CONFLICT BETWEEN THIS EXCEPTION AND COVERED RISK '1.(C)', THIS EXCEPTION SHALL CONTROL. (APPLIES TO OWNER'S POLICY ONLY) (NOT A
- RIGHTS OF TENANTS IN POSSESSION UNDER RECORDED LEASES OR RENTAL AGREEMENTS. (NOT A SURVEY MATTER)
- d. 20' WIDE RIGHT OF WAY EASEMENT GRANTED IN VOLUME 106, PAGE 235, DEED RECORDS OF HAYS COUNTY, TEXAS. (SUBJECT TO, AS SHOWN EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 124, PAGE 18, DEED
- RECORDS OF HAYS COUNTY, TEXAS. (UNABLE TO DETERMINE, VAGUE DESCRIPTION) EASEMENT GRANTED TO MAXWELL WATER SUPPLY CORPORATION, RECORDED IN VOLUME 240, PAGE 746, DEED RECORDS

ABLE TV MARKER FLA

OMMUNICATIONS MARKER SIGN

I GAS METER

GAS MANHOL

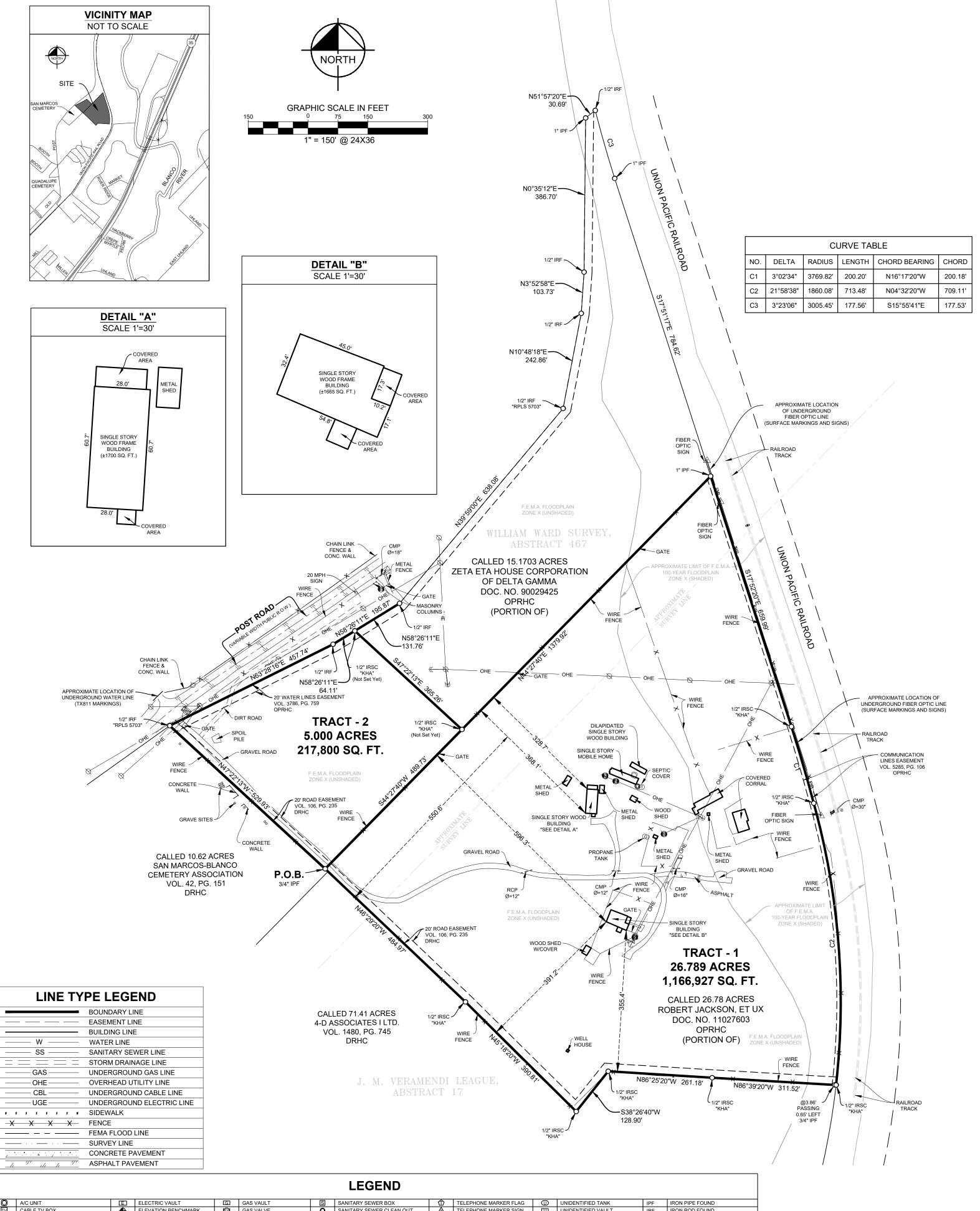
COMMUNICATIONS VAULT

CTRIC MANHOLE

ELECTRIC MARKER SIGN

ECTRIC MARKER FLAG

- OF HAYS COUNTY, TEXAS. (SUBJECT TO, BLANKET IN NATURE) EASEMENT GRANTED TO MAXWELL WATER SUPPLY CORPORATION, RECORDED IN VOLUME 3786, PAGE 758, OFFICIAL
- PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (SUBJECT TO, AS SHOWN)
- EASEMENT AWARDED TO QWEST COMMUNICATIONS COMPANY, ET AL, BY EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, A CERTIFIED COPY OF WHICH IS FILED IN VOLUME 5285, PAGE 106, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (SUBJECT TO, AS SHOWN)
- AFFIDAVIT TO THE PUBLIC REGARDING A NON-STANDARD AND/OR PROPRIETARY ON SITE SEWAGE FACILITY INSTALLED ON SUBJECT PROPERTY, AS RECORDED IN VOLUME 2283, PAGE 38, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (SUBJECT TO, NOT GRAPHICALLY SHOWN)



.C. POINT OF BEGINNING
.C. POINT OF COMMENCING

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ALUMINUM DISK FOLINI

TORM SEWER METER

TORM SEWER VAUL

TELEPHONE BOX

PIPELINE VALVE

RR RAILROAD BOX

GENERAL NOTES:

- 1.) TITLE COMMITMENTS 1A: THIS SURVEY WAS PERFORMED UTILIZING THAT CERTAIN TITLE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, G.F. NO. 20-3356-C (ISSUE DATE: FEBRUARY 3, 2021, EFFECTIVE DATE: JANUARY 26, 2021) AND REFLECTS ONLY THOSE EASEMENTS AND ENCUMBRANCES OF RECORD MENTIONED THEREIN. KIMLEY-HORN DID NOT ABSTRACT THE PUBLIC RECORDS. THE SURVEYED TRACT MAY BE SUBJECT TO ADDITIONAL GOVERNMENT
- 1B: THIS SURVEY WAS PERFORMED UTILIZING THAT CERTAIN TITLE REPORT PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, G.F. NO. 20-3668-C (ISSUE DATE: MAY 12, 2021, EFFECTIVE DATE: APRIL 21, 2021) AND REFLECTS ONLY THOSE EASEMENTS AND ENCUMBRANCES OF RECORD MENTIONED THEREIN. KIMLEY-HORN DID NOT ABSTRACT THE PUBLIC RECORDS. THE SURVEYED TRACT MAY BE SUBJECT TO ADDITIONAL GOVERNMENT REGULATIONS AND RESTRICTIONS PRIOR TO FURTHER SITE DEVELOPMENT
- 2.) ACCORDING TO COMMUNITY PANEL NO. 48209C0392F, MAP NO. 48209C0392F, EFFECTIVE DATE: SEPTEMBER 2, 2005 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), A PORTION OF THE SUBJECT TRACT IS LOCATED IN ZONE "AE FLOODWAY" WHICH IS DEFINED BY FEMA AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASE IN FLOOD HEIGHTS.", A PORTION OF THE SUBJECT TRACT IS LOCATED WITHIN ZONE "AE" WHICH IS DEFINED BY FEMA AS "100-YEAR FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS DETERMINED". A PORTION OF THE SUBJECT TRACT IS LOCATED WITHIN ZONE "X" (SHADED) WHICH IS DEFINED BY FEMA AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD". THE REMAINDER OF THE SUBJECT TRACT IS LOCATED WITHIN ZONE "X" (UN-SHADED) WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN." ALL ZONE DELINEATIONS SHOWN
- 3.) THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT
- 4.) PER ALTA/NSPS SURVEY MINIMUM STANDARDS ITEM 5, SECTION C. PARAGRAPH III: THE TERM "ENCROACHMENT" IMPLIES A LEGAL OPINION. "EVIDENCE OF POTENTIALLY ENCROACHING STRUCTURAL APPURTENANCES AND PROJECTIONS OBSERVED IN THE PROCESS OF CONDUCTION FIELDWORK" RELATIVE TO TITLE LINES, SETBACKS, ADJOINING PROPERTIES, AND RIGHTS-OF-WAYS, WILL BE SHOWN, BUT THE SURVEY WILL MAKE NO JUDGMENT OF "ENCROACHMENT" OR
- 5.) THE SUBJECT TRACT HAS ACCESS TO THE PUBLIC STREET RIGHT-OF-WAYS OF POST ROAD.

REGULATIONS AND RESTRICTIONS PRIOR TO FURTHER SITE DEVELOPMENT.

- 6.) THIS SURVEY DOES NOT REFLECT ZONING STATUS OR RESTRICTIONS. PER ALTA/NSPS OPTIONAL TABLE A NO. 6 (A)(B), A PRIVATE ZONING REPORT WAS NOT PROVIDED BY THE OWNER OR THE INSURER. THE SURVEYOR WILL NOT RESEARCH OR INTERPRETED ANY ITEM RELATED TO ZONING IN ORDER SHOW SAID
- 7.) ANY UNDERGROUND UTILITIES SHOWN HEREON ARE FROM TEXAS 811 MARKINGS LOCATED BY SURVEY CREWS, OR RECORD DRAWINGS OBTAINED FROM UTILITY COMPANIES REPRESENTATIVES. KIMLEY-HORN CANNOT GUARANTEE THE LOCATIONS OF SAID UTILITIES, EXCEPT THOSE THAT ARE OBSERVED AND READILY VISIBLE ON THE SURFACE AT THE TIME OF THIS SURVEY, KIMLEY-HORN HAS MADE NO ATTEMPT TO OBTAIN OR SHOW DATA CONCERNING THE SIZE, DEPTH. CONDITION, OR CAPACITY OF ANY BURIED UTILITIES OR UNDERGROUND FACILITIES, FOR INFORMATION REGARDING SAID UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES. TEXAS 811 MARKINGS SHOWING THE LOCATION OF BURIED UTILITIES WERE OBSERVED AND LOCATED BY SURVEY CREWS WHILE PERFORMING THE FIELD SURVEY. KIMLEY-HORN CANNOT GUARANTEE THE ACCURACY AND THOROUGHNESS OF UTILITY COMPANY REPRESENTATIVES MARKING EFFORT. KIMLEY-HORN ASSUMES NO LIABILITY FOR POORLY OR IMPROPERLY MARKED UTILITY LOCATIONS. NO PRIVATE INTERIOR SERVICE LINES WERE MARKED AND NOT ARE SHOWN.
- 8.) THIS PROPERTY IS CURRENTLY UN-PLATTED AND IS SUBJECT TO THE TEXAS LOCAL GOVERNMENT CODE, TITLE 7, SUBTITLE A, CHAPTER 212 MUNICIPAL REGULATION OF SUBDIVISIONS, SUBCHAPTER A - REGULATION OF SUBDIVISIONS. A SUBDIVISION PLAT WILL BE REQUIRED FOR SITE DEVELOPMENT.
- 9.) THE SURVEY CREW OBSERVED NO EVIDENCE OF RECENT EARTH MOVING WORK ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
- 10.) THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES TO STREET RIGHT-OF-WAYS AND THERE WERE NO VISIBLE EVIDENCE OF CHANGES TO STREET RIGHT-OF-WAYS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
- 11.) THE SURVEY CREW OBSERVED NO EVIDENCE OF READILY VISIBLE MARKERS DELINEATING THE WETLANDS ON THE SUBJECT TRACT AT THE TIME OF SURVEY. 12.) THE SURVEY CREW OBSERVED NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON THE SUBJECT TRACT AT THE TIME OF
- SURVEY, EXCEPT AS SHOWN ON SURVEY
- 13.) THE SURVEY CREW OBSERVED NO PARKING SPOTS, HANDICAPPED OR OTHERWISE ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
- 15.) THE EXTERIOR "FOOT PRINT" DIMENSIONS OF ALL BUILDING SHOWN HEREON ARE USED FOR SQUARE FOOTAGE CALCULATIONS.

SURVEYOR'S CERTIFICATION:

14.) KIMLEY-HORN DID NOT REVIEW LEASE INTEREST WHILE PERFORMING SURVEY.

TO: FIRST AMERICAN TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,3,4,8,9,13 AND 16 OF TABLE A THEREOF

FIELD SURVEY COMPLETION DATE: MARCH 15, 2021. SURVEY COMPLETION DATE: July 7, 2021

ZACHARY KEITH PETRUS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6769 10814 JOLLYVILLE ROAD CAMPUS IV, SUITE 200 AUSTIN, TEXAS 78759 PH. (512) 572-6674 ZACH.PETRUS@KIMLEY-HORN.COM

NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR

VIEWED OR RELIED

UPON AS A FINAL

SURVEY DOCUMENT

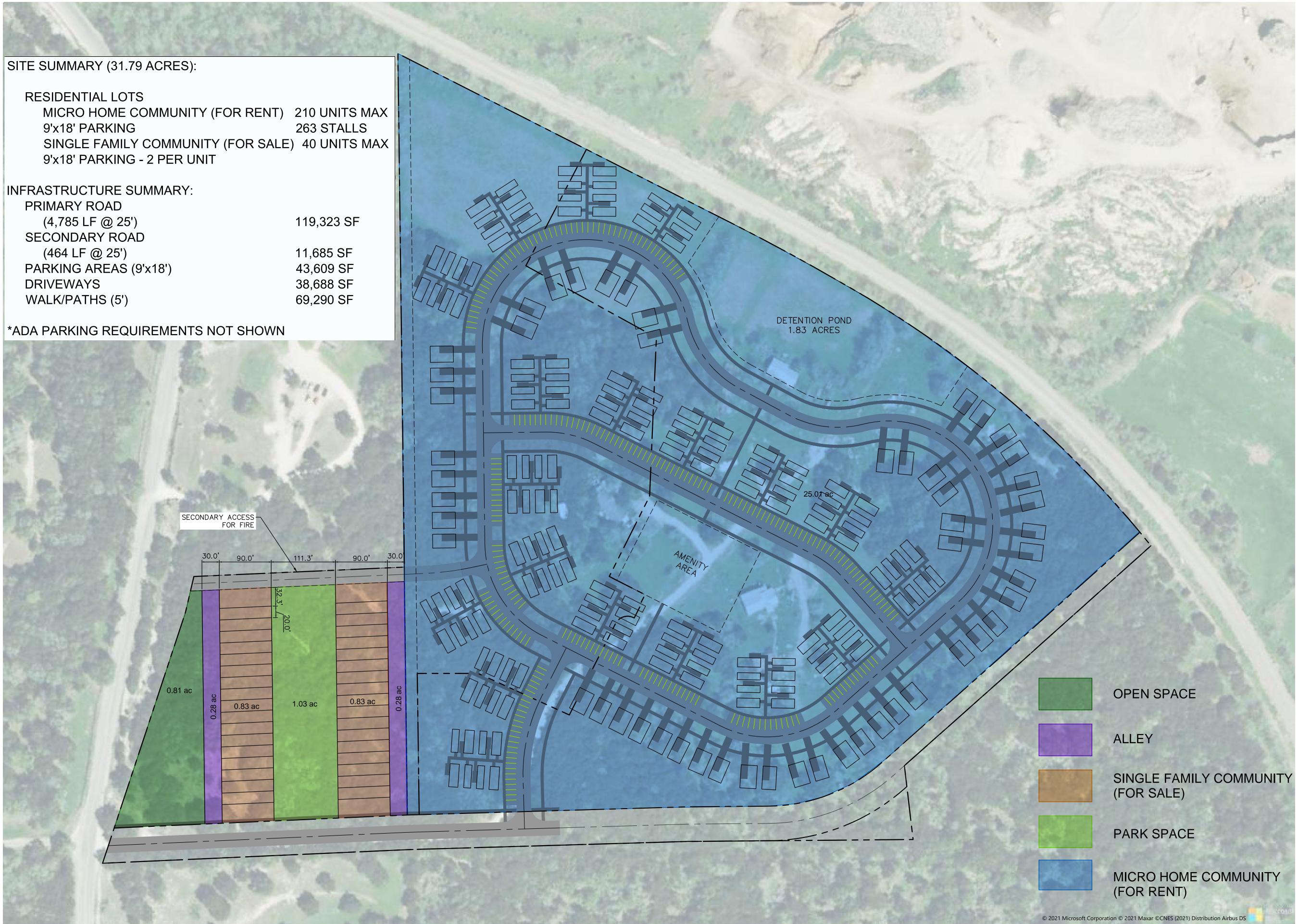
ALTA/NSPS LAND TITLE SURVEY OF **TRACT 1 - 26.789 ACRES** & TRACT 2 - 5.000 ACRES BEING OUT OF THE

WILLIAM WARD SURVEY, ABSTRACT 467 & THE J. M. VERAMENDI LEAGUE, ABSTRACT 17 CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

SUITE 200, AUSTIN, TEXAS 78759 FIRM # 10194624 WWW.KIMLEY-HORN.COM <u>Date</u> KIMLEY-HORN AND ASSOCIATES, INC. No. REVISION DESCRIPTION 1" = 150' NLS ZKP 069278804

Exhibit B Concept Plan







2600 Via Fortuna, Terrace I Suite 300 Austin, Texas 78746 512-646-2241 State of Texas Registration No. F-928

CASATA POST ROAD CONCEPT PLAN San Marcos, Texas July 21

Exhibit C Typical Renderings and Architectural Details



Single Family Detached

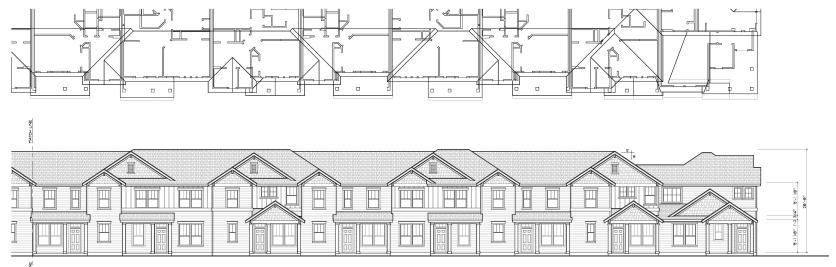








Single Family Attached



9 L Sketch 1493 R Sketch 1560 L Sketch 1659 R Sketch 1493 L Sketch 1560 R Sketch 1493 L Sketch 1659 R Sketch 1845 R

Building 1 - 16-Plex 'A' Front Elevation - Rear Load

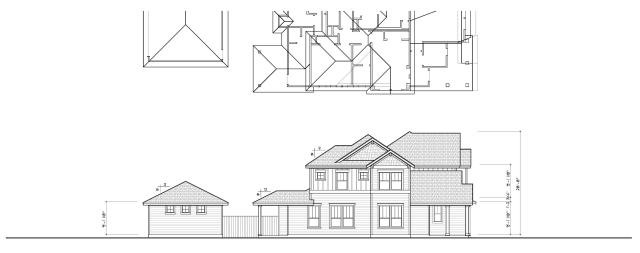
(Craftsman)

Scale: 1/8" = 1'-0"

TOWNBRIDGE CAPITAL



11776 Jollyville Rd. Suite 100 Austin, Texas 78759



Sketch 1845 L

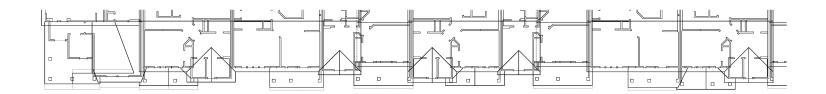
Building 1 - 16-Plex 'A' Left Elevation - Rear Load (Craftsman)

Scale: 1/8" = 1'-0"

TOWNBRIDGE CAPITAL



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Sketch 1845 L Sketch 1659 L Sketch 1560 R Sketch 1493 L Sketch 1659 R Sketch 1493 L Sketch 1560 R Sketch 1659 L Sketch 1659 L

Building 2 - 16-Plex 'B' Front Elevation - Rear Load

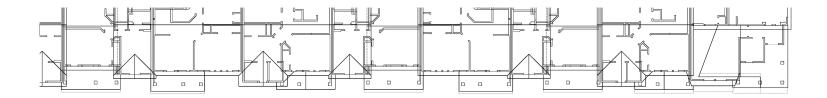
(Farmhouse)

Scale: 1/8" = 1'-0"

TOWNBRIDGE CAPITAL



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9 L 🖟 Sketch 1493 R Sketch 1560 L Sketch 1659 R Sketch 1493 L Sketch 1560 R Sketch 1493 L Sketch 1659 R Sketch 1845 I

Building 2 - 16-Plex 'B' Front Elevation - Rear Load

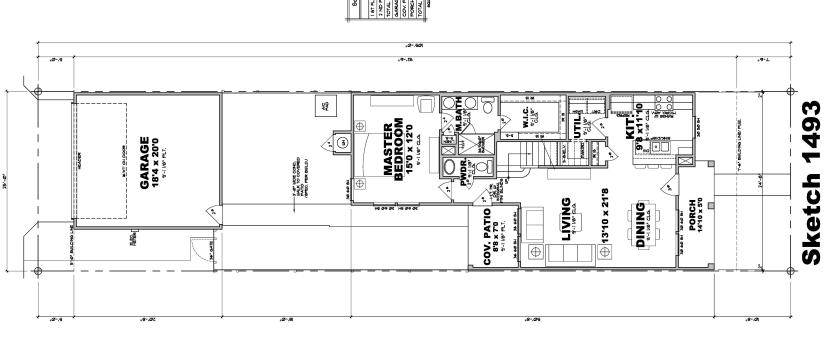
(Farmhouse)

Scale: 1/8" = 1'-0"

TOWNBRIDGE CAPITAL



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BED. 2 *** BED. 2 ***

Sketch 1493

2nd Level Floor Plan Townbridge Capitol

1st Level Floor Plan

Townbridge Capitol

KIPP*FLORES
ARCHITECTS
ARCHITECTS
(STREETS)
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KIPPP * FLORES

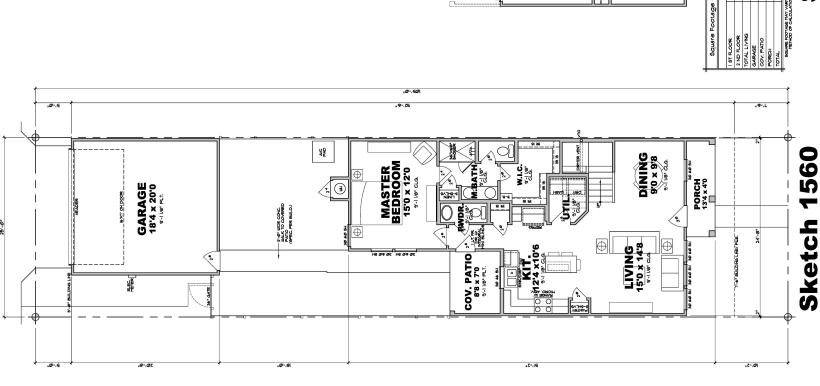
A R C H I T E C T S

(SI) 335-547. fix (SI): 335-548.

11776 Jollyville Rd. Sulte 100 Austin, Toxas 78789

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A Rope measured from policy in propagate in two prime promises.



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LOFT 10'10 x 9'8 ₃-।⊮' વ.હ.

BED. 2 12'10 x 10'2 9-110" CLG. \Box

BATH 2

, W.I.C.

BED. 3 10'4 x 12'6 **! \signal ct.e.

Sketch 1560

2nd Level Floor Plan Townbridge Capitol

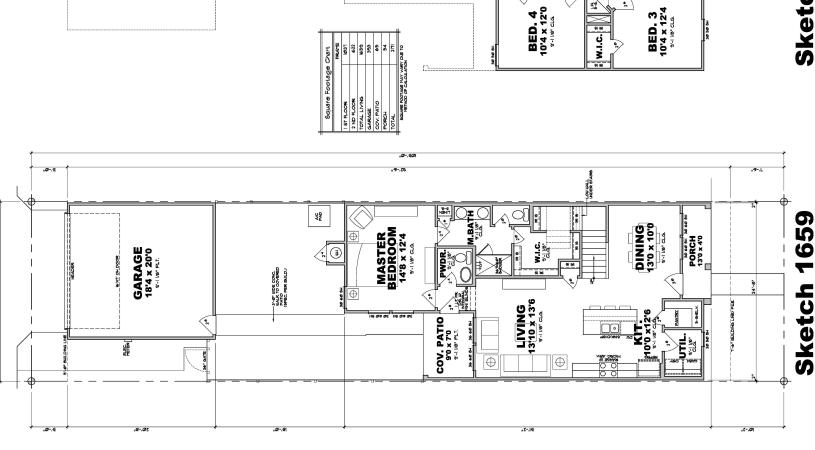
1st Level Floor Plan

Capitol

Townbridge

KIPP*FLORES ARCHITECTS (512) 335-5477 fax (512) 335-5652





-42" H. SHELP W. MDP. CAP. (PROVIDE DETAIL)

7° °

BED. 2 11'0 x 10'0 3'-1 \rightarrow C.G.

W STL SE T WINDHS

M.I.C. BATH 2

Sketch 1659

Townbridge Capitol 2nd Level Floor

Floor Plan

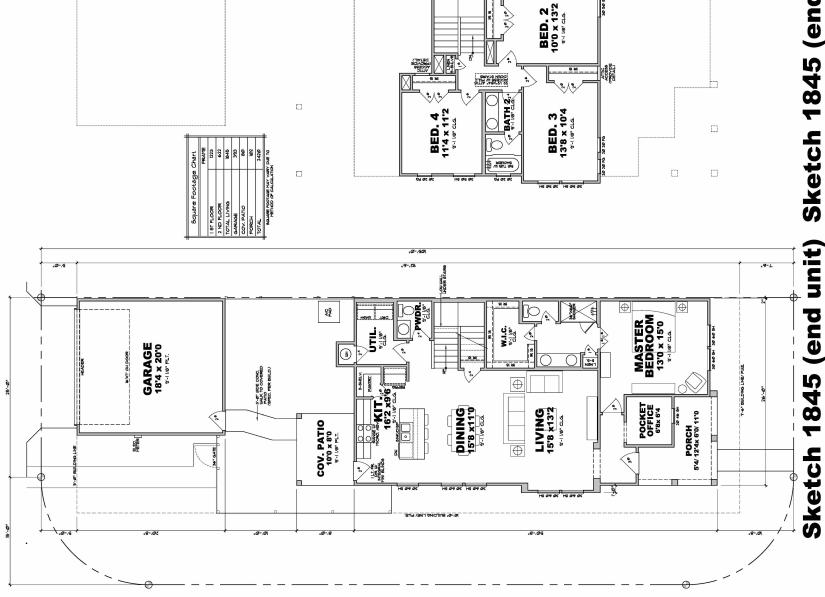
1st Level

Capitol

Townbridge

KIPP*FLORES
ARCHITECTS
(512) 335-5477 14x (512) 335-5822
mored (\$2020) the Sulliv 100 Austin, Toxas 78729
mored (\$2020) the sulliv 100 Austin, Toxas 78729





Sketch 1845 (end unit)

2nd Level Floor Plan Capitol **Townbridge**

1st Level Floor Plan

Capitol

Townbridge

KIPP*FLORES

ARCHITECTS
(512) 338-6477 fax (512) 335-5892

(11775-04)/ville R. Lande 100 Authori. Towas 78799

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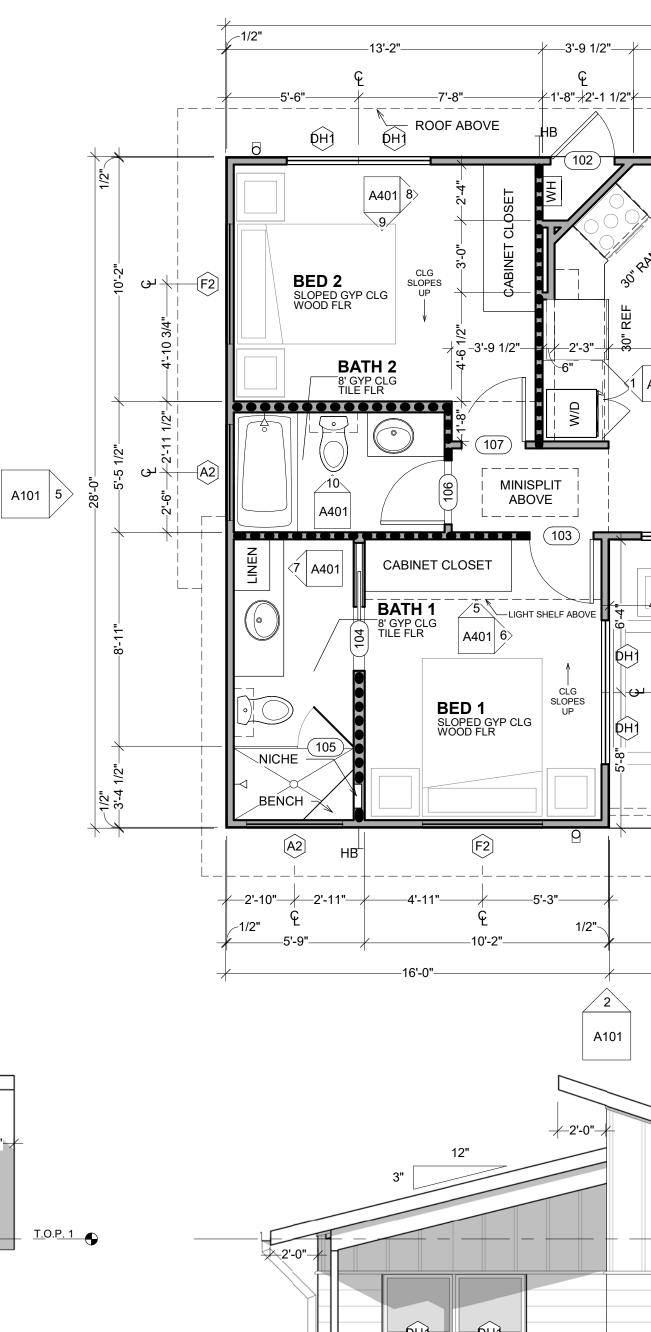
CEMENTITIOUS BOARD AND BATTEN SIDING

METAL ROOF 3:12 SLOPE

CEMENTITIOUS PANEL SIDING

CEMENTITIOUS LAP SIDING 8" EXPOSURE





1. REPORT ANY/ALL DISCREPANCIES, ERRORS, AND/OR OMISSIONS TO THE ARCHITECT PRIOR TO ORDERING ANY MATERIALS AND/OR COMMENCEMENT OF CONSTRUCTION. 2. ALL DIMENSIONS TO BE VERIFIED AT JOBSITE. HOWEVER, UNDER NO CIRCUMSTANCES SHALL DRAWINGS BE SCALED FOR CRITICAL DIMENSIONS IF A CRITICAL DIMENSION, SUCH AS A HEADER, SPECIAL PLATE HEIGHT, OR OTHERWISE, IS MISSING FROM THESE PLANS, CONTACT ARCHITECT FOR VERIFICATION.

3 A101

3. WALL PLATE HEIGHTS ARE <u>8'-1 1/8"</u>, U.N.O.

GENERAL NOTES

4. WINDOW HEADERS ARE <u>6'-10" (+/·)</u> ABOVE SLAB, TO ALLOW FOR ALIGNMENT w/ <u>6'-8"</u> DOOR UNITS AS SHOWN ON ELEVATIONS EXCEPT WHERE NOTED OTHERWISE. VERIFY ROUGH OPENINGS AND OTHER SPECIAL FRAMING REQUIREMENTS w/ SUPPLIER.

REVISIONS:

DATE: AUG 10, 2021

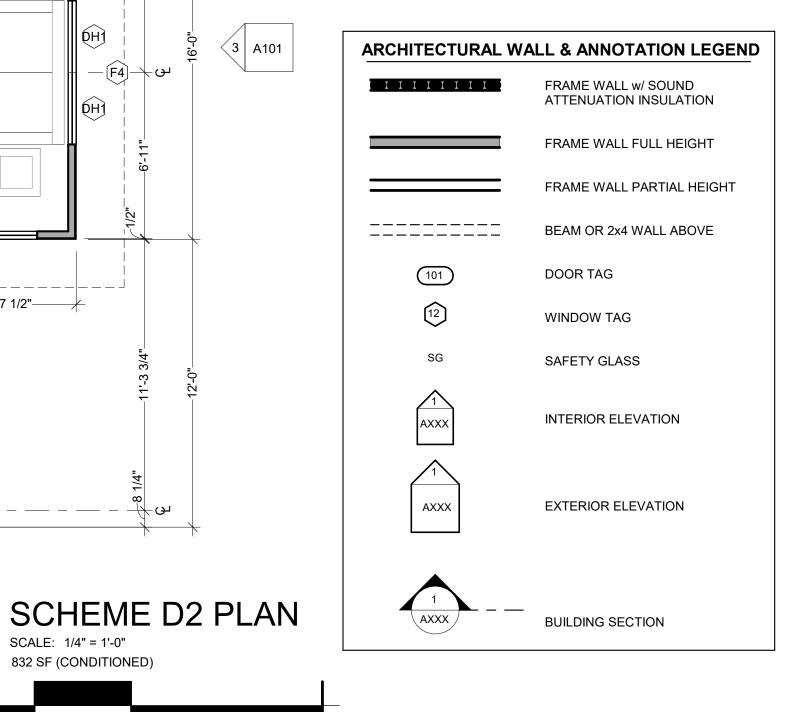
CHECKED BY: OM

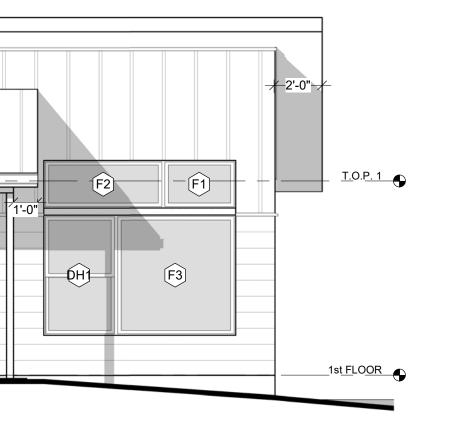
DRAWN BY: **JE**

DESIGN DEVELOPMENT CLIENT REVIEW SET

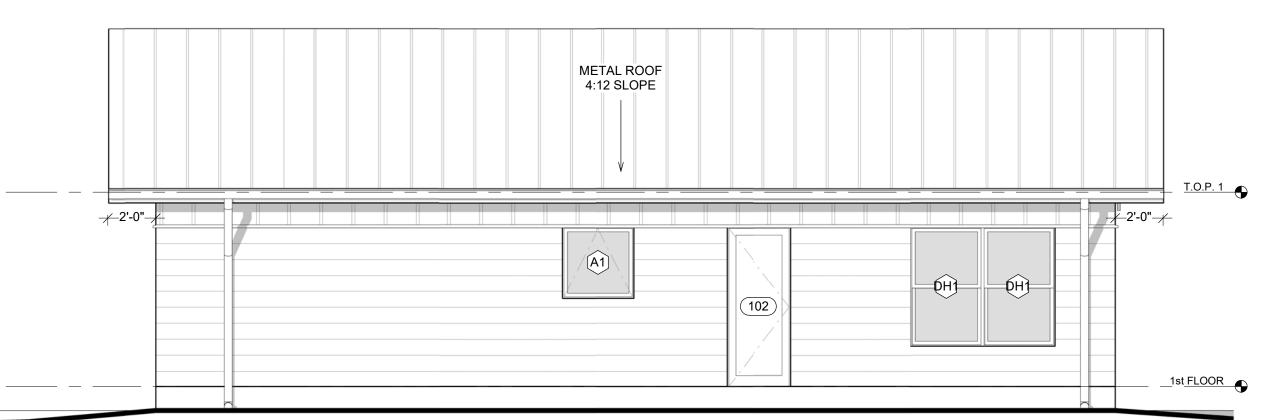
rley|**Pfeiffer**Architecture

. SHOWER/BATH STALL WINDOW WILL HAVE TILE RETURNS. THIS GENERALLY REQUIRES AN INCREASED ROUGH OPENING DIMENSION TO ACCOMMODATE THE TILE THICKNESS. VERIFY FINAL TILE SELECTION.

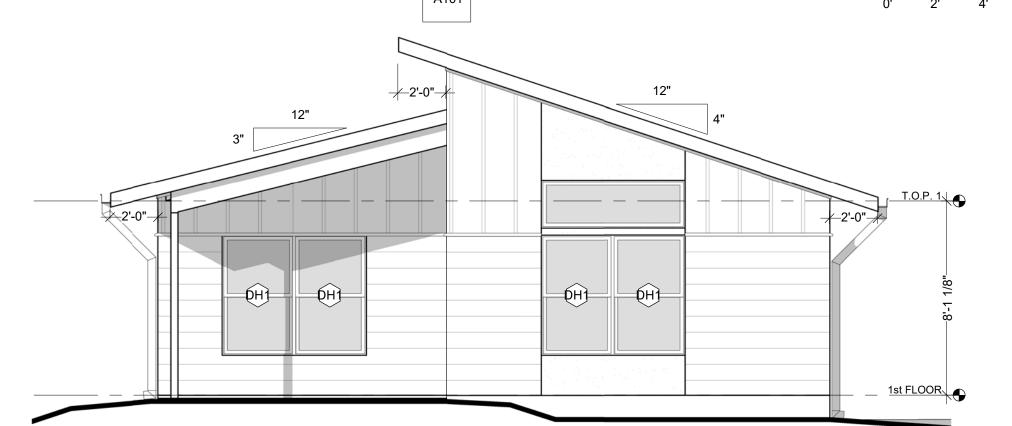




A10	· 4	_	JTF 1/4" = 1'-	 LEV	Ά Τ	TIC	N	



NORTH ELEVATION



/ 3'-9 1/2" /

ROOF ABOVE

√G-3'-9 1/2"—**=** √2'-3"

MINISPLIT

ABOVE

A401 6>

1	EAST ELEVATION SCALE: 1/4" = 1'-0"
71101	SCALE: 1/4" = 1"-0"

—22'**-**11 1/2"–

LIGHT SHELF ABOVE

LIVING

SLOPED WOOD CLG CONC FLR

8 1/4"—

- BEAM ABOVE -

- ROOF ABOVE

12'-11 3/4"

3'-6 1/2"

—18**'-**4 3/4"—

CLG SLOPES UP

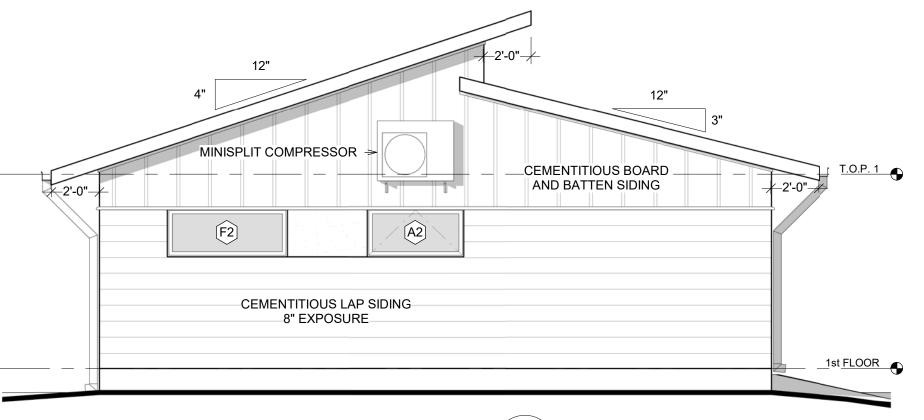
5'-7 1/2"----

SCALE: 1/4" = 1'-0" 832 SF (CONDITIONED)

A401

4x4 COLUMN

PLAN NORTH



5	WEST ELEVATION
1	SCALE: 1/4" = 1'-0"

DOOR SCHEDULE									
NUM	WIDTH	HEIGHT	TYPE	STYLE	MATERIAL	COMMENTS			
101	3' - 0"	6' - 8"	SGL SWING	FULL LITE		ENTRY DOOR			
102	2' - 8"	6' - 8"	SGL SWING	SINGLE PANEL	FIBERGLASS	SERVICE DOOR			
103	2' - 8"	6' - 8"	SGL SWING	SINGLE PANEL	MDF				
104	2' - 8"	6' - 8"	SGL POCKET	SINGLE PANEL	MDF	THRESHOLD			
105	2' - 4"	6' - 8"	SGL SWING	SGL SWING	GLASS	SHOWER DOOR			
106	2' - 8"	6' - 8"	SGL SWING	SINGLE PANEL	MDF	THRESHOLD			
107	2' - 8"	6' - 8"	SGL SWING	SINGLE PANEL	MDF				

WINDOW SCHEDULE						
NUM	WIDTH	HEIGHT	OPERATION	MATERIAL	COMMENTS	
A 1	3' - 0"	3' - 0"	AWNING	FIBERGLASS		
A2	4' - 0"	2' - 0"	AWNING	FIBERGLASS		
DH1	3' - 0"	5' - 0"	DOUBLE HUNG	FIBERGLASS		
F1	3' - 0"	2' - 0"	FIXED	FIBERGLASS		
F2	5' - 0"	2' - 0"	FIXED	FIBERGLASS		
F3	5' - 0"	5' - 0"	FIXED	FIBERGLASS		
F4	6' - 0"	2' - 0"	FIXED	FIBERGLASS		

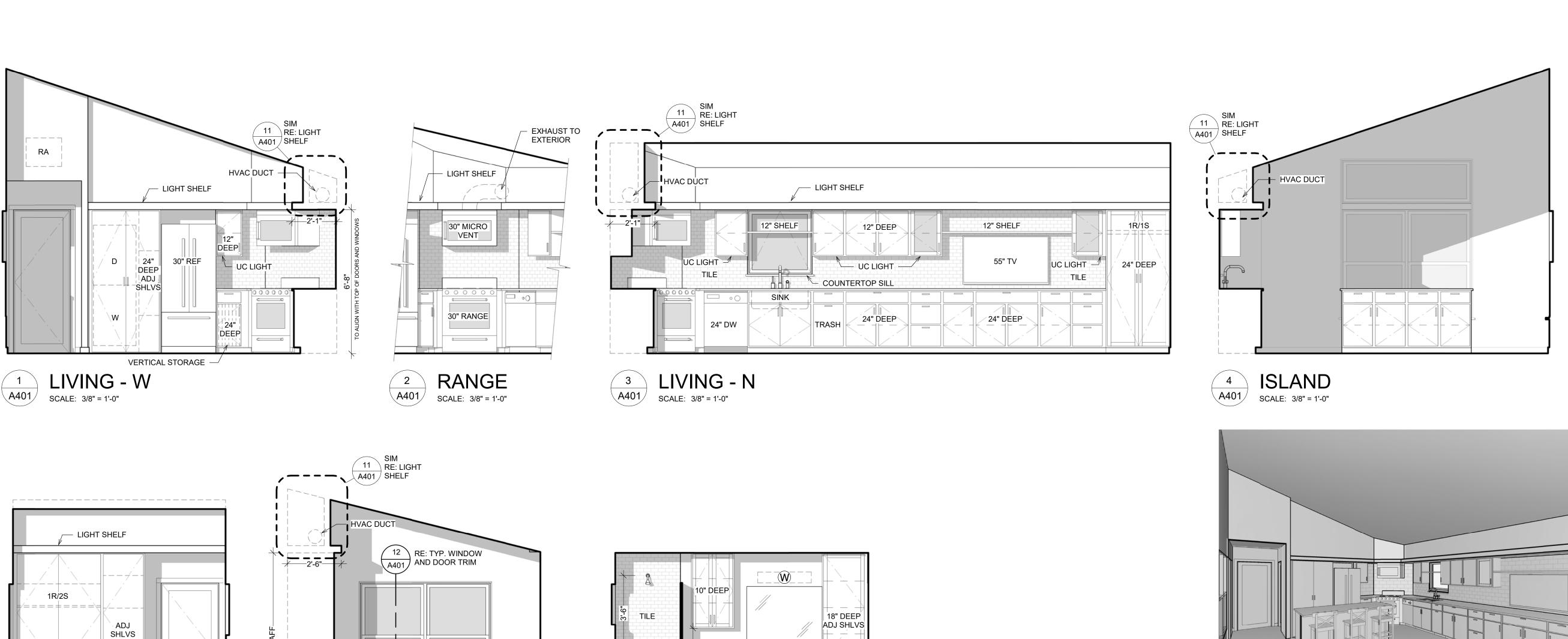
NOT FOR REGULATORY APPROVAL, PERMITTING,

CONSTRUCTION

JOB NO.: 4044B SHEET: FLOOR PLAN

PHASE: DD

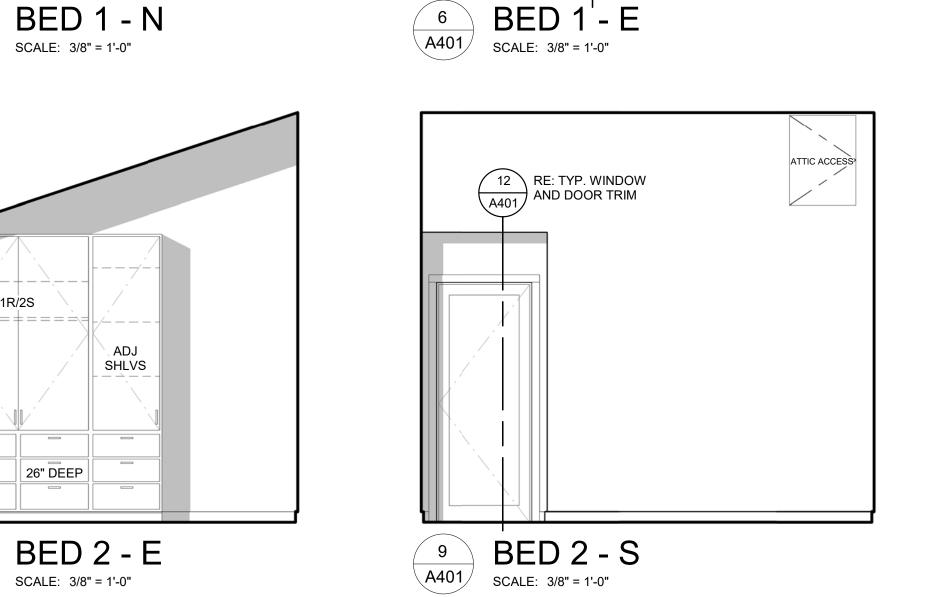
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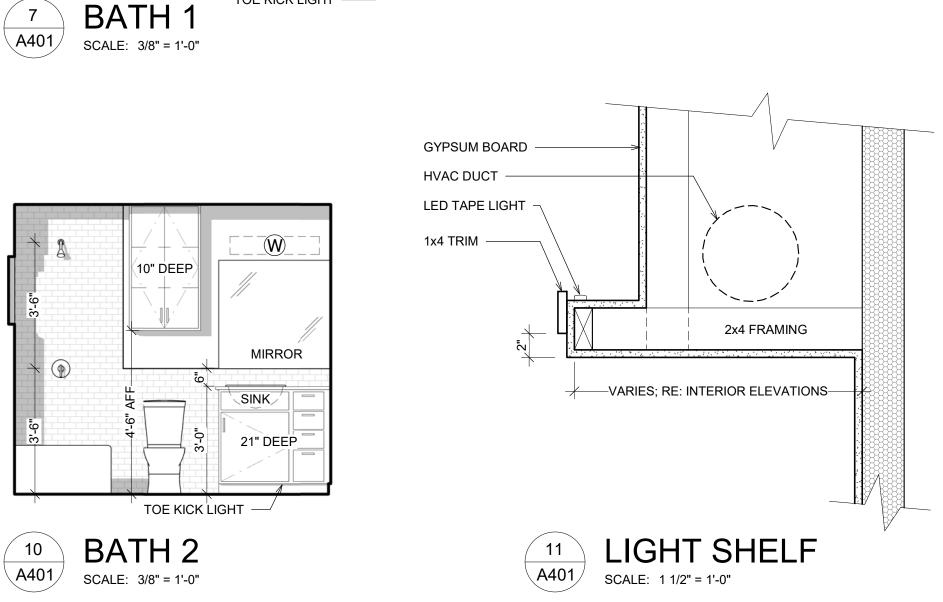


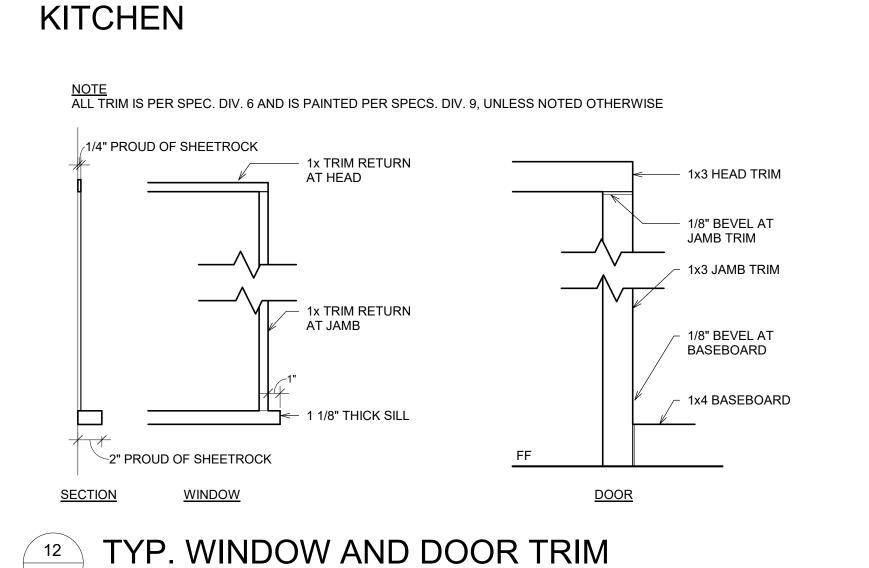
SINK/

TOE KICK LIGHT ——



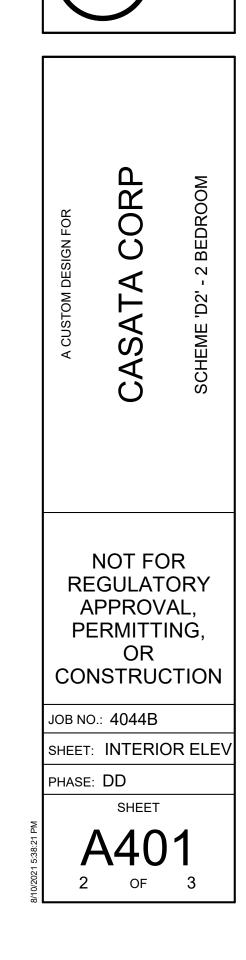






A401

SCALE: 1 1/2" = 1'-0"



REVISIONS

DATE: AUG 10, 2021

CHECKED BY: OM

DRAWN BY: **JE**

DESIGN DEVELOPMENT CLIENT REVIEW SET

rley Pfeiffer Architecture

26" DEEP

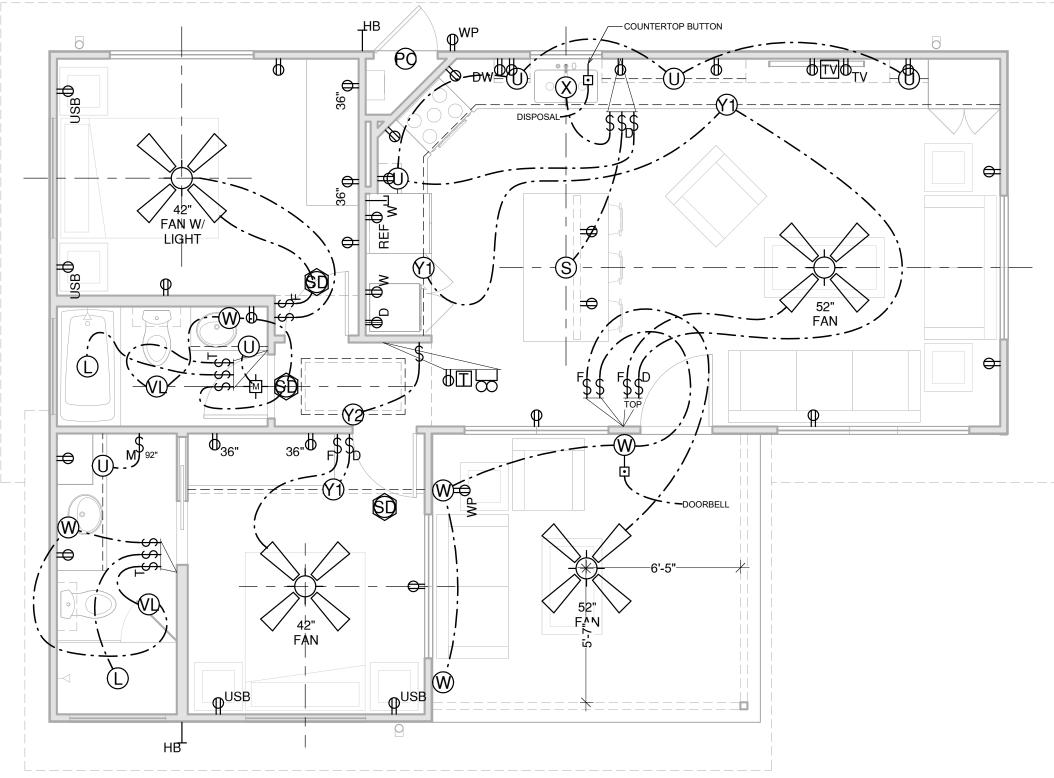
5 A401

1R/2S

8 A401

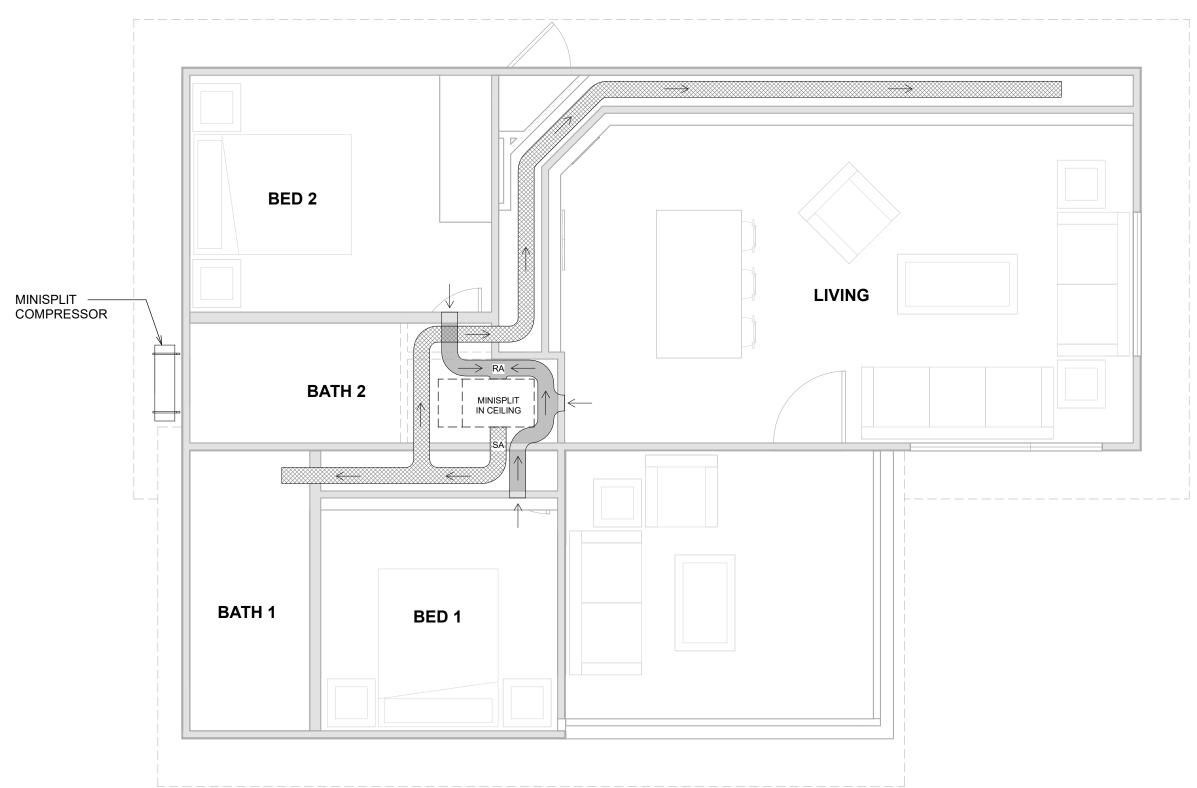
26" DEEP

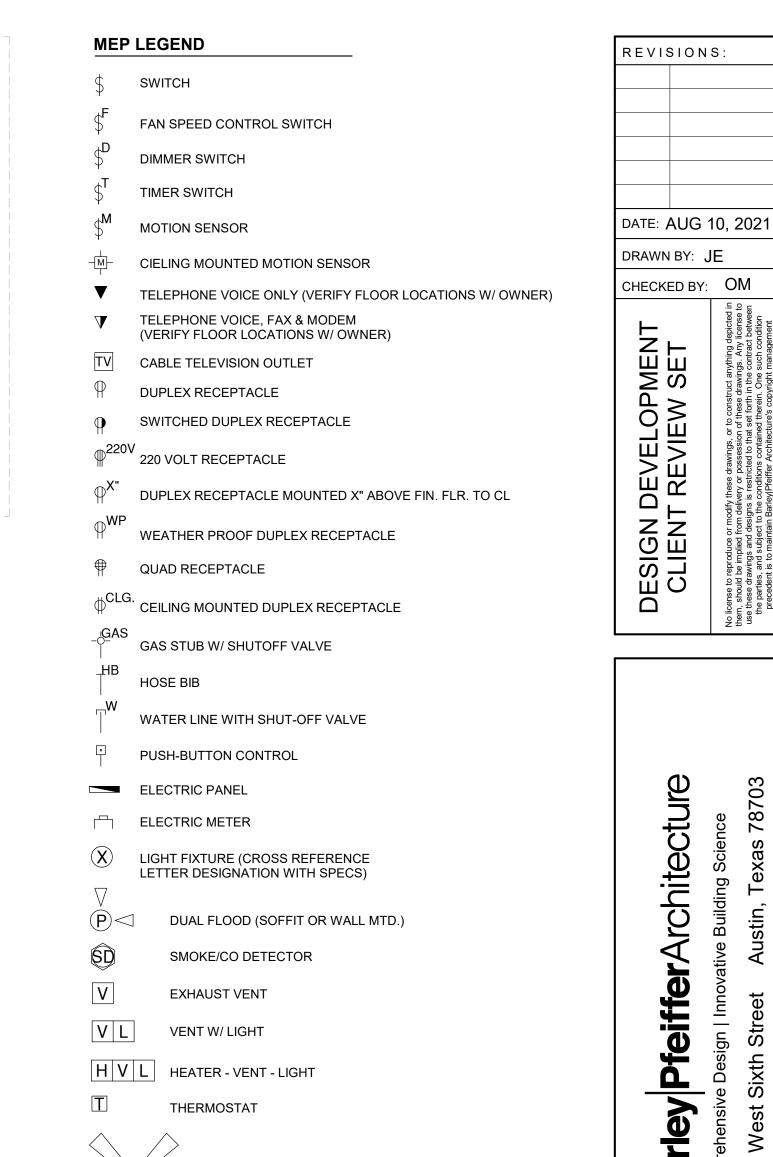
LIGHTING FIXTURE LEGEND:						
NOTE: COORDINATE LIGHTING FIXTURE TYPE WITH SPEC	IFICATIONS. CONFIRM SELECTIONS WITH OWNER.					
C 4" RECESSED CAN LIGHT	U UNDER CABINET LED TAPE LIGHT					
(E) 4" RECESSED CAN WITH ANGLED TRIM	W WALL SCONCE SELECTED BY OWNER					
L 4" MOISTURE RATED CAN LIGHT	X CEILING SURFACE MOUNT FIXTURE SELECTED BY OWNER					
(VL) 6" MOISTURE RATED CAN LIGHT W/ EXHAUST VENT	(Y1) COVE MOUNTED LED TAPE LIGHT					
PULL CHAIN PORCELAIN LAMP HOLDER	(Y2) GYPSUM BOARD REVEAL LED TAPE LIGHT					
S PENDANT SELECTED BY OWNER						



1 ELECTRICAL PLAN SCALE: 1/4" = 1'-0"

2 MECHANICAL PLAN SCALE: 1/4" = 1'-0"





THERMOSTAT

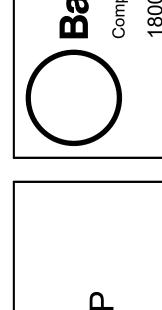
JUNCTION BOX

FLOOR DRAIN

CEILING FAN WITH LIGHT UNLESS NOTED OTHERWISE

DOOR CHIMES, VERIFY LOCATION(S) W/OWNER





CASATA

NOT FOR REGULATORY APPROVAL, PERMITTING,

CONSTRUCTION

JOB NO.: 4044B SHEET: MEP PLANS

PHASE: DD



CEMENTITIOUS LAP SIDING

4" EXPOSURE —

VERTICAL METAL SIDING

CEMENTITIOUS LAP SIDING 4" EXPOSURE

OPTIONAL

✓ VENT HOOD EXHAUST

2x2 SCREENING



METAL ROOF

3:12 SLOPE

(102)

VERTICAL METAL SIDING

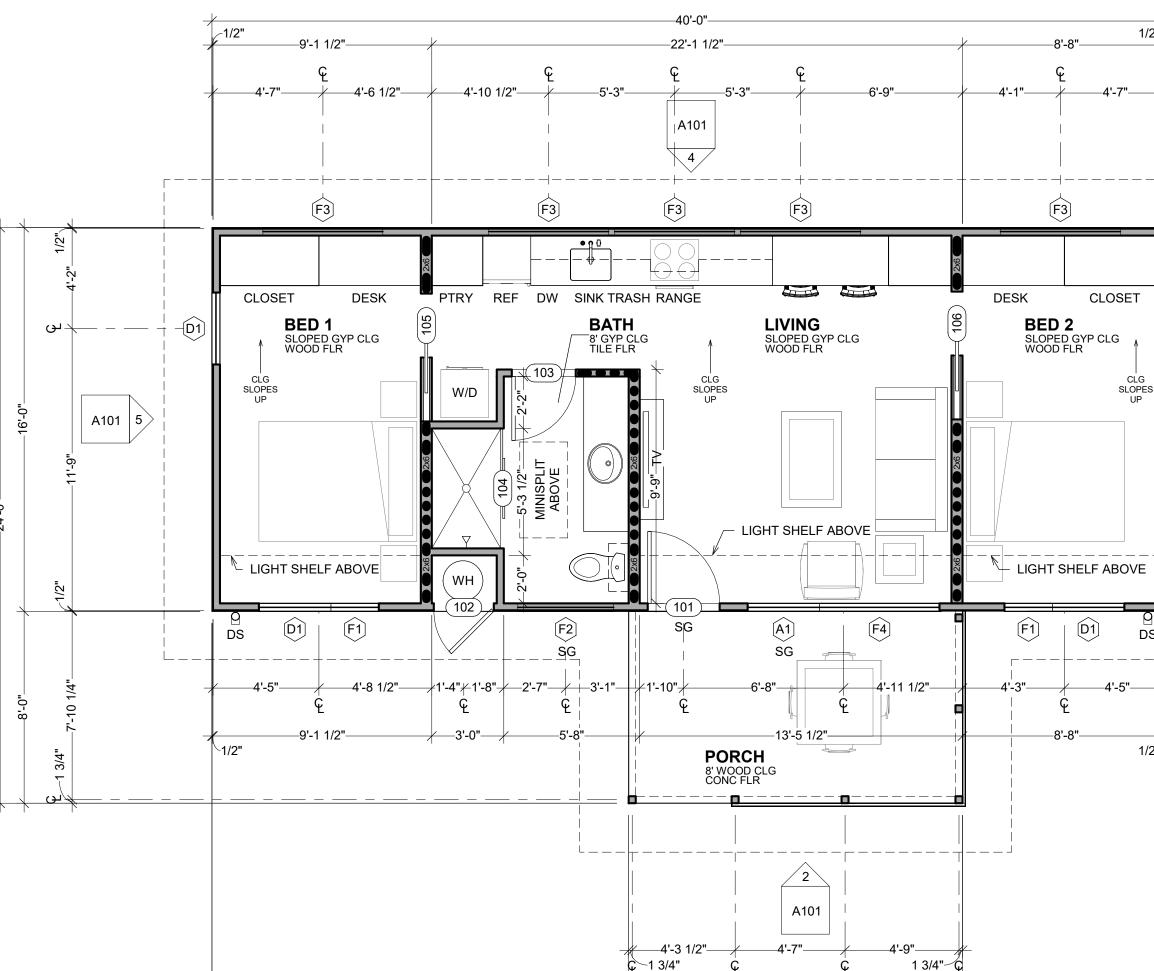
CEMENTITIOUS LAP SIDING

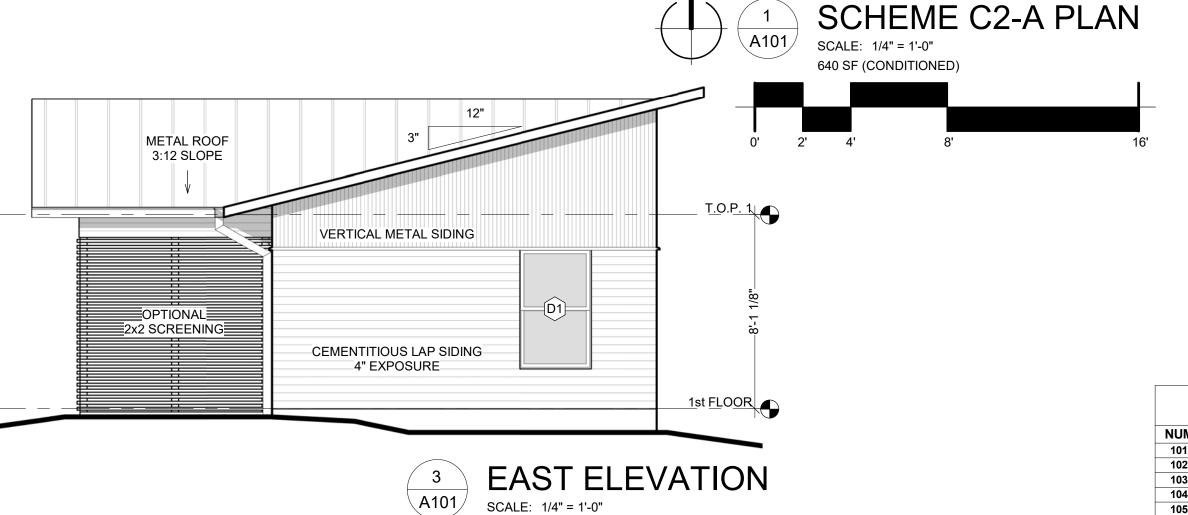
4" EXPOSURE

■ BATH EXHAUST VENT

SG

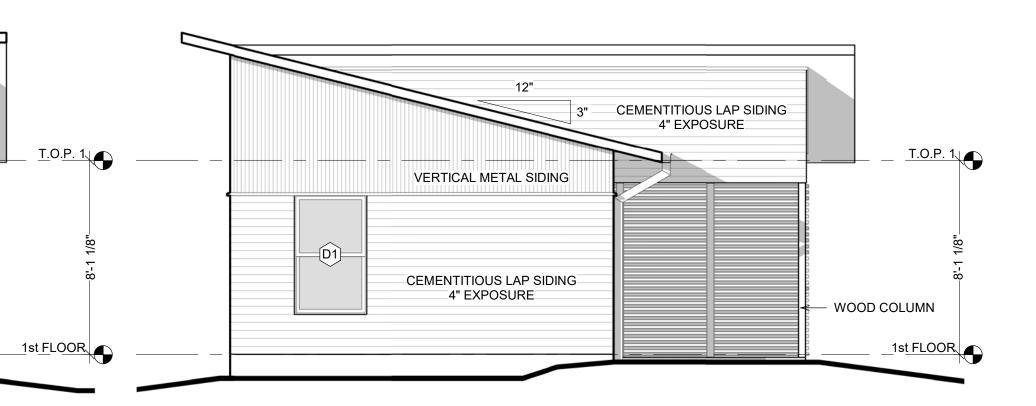
WOOD COLUMN





PLAN

NORTH



—17'**-**4 1/2"—



METAL ROOF

3:12 SLOPE

VERTICAL METAL SIDING

D1

1st FLOOR

CEMENTITIOUS LAP SIDING

4" EXPOSURE

SOUTH (FRONT) ELEVATION
SCALE: 1/4" = 1'-0"

F3



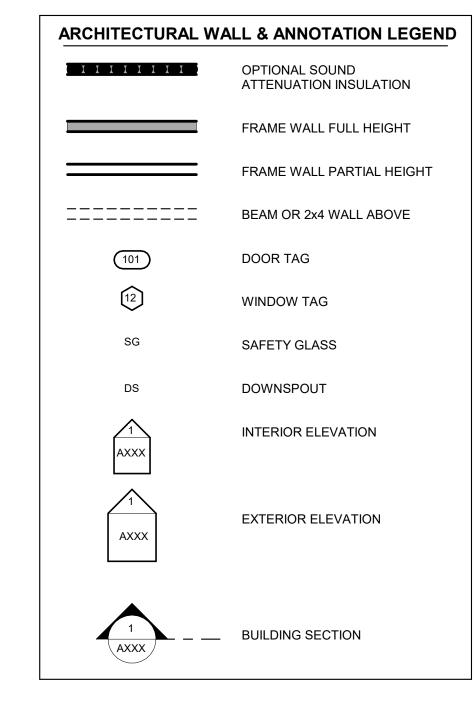
GENERAL NOTES

SLOPES UP

–8'**-**8 1/2"—

<3 | A101 |

- I. REPORT ANY/ALL DISCREPANCIES, ERRORS, AND/OR OMISSIONS TO THE ARCHITECT PRIOR TO ORDERING ANY MATERIALS AND/OR COMMENCEMENT OF CONSTRUCTION.
- 2. ALL DIMENSIONS TO BE VERIFIED AT JOBSITE. HOWEVER, UNDER NO CIRCUMSTANCES SHALL DRAWINGS BE SCALED FOR CRITICAL DIMENSIONS IF A CRITICAL DIMENSION, SUCH AS A HEADER, SPECIAL PLATE HEIGHT, OR OTHERWISE, IS MISSING FROM THESE PLANS, CONTACT ARCHITECT FOR VERIFICATION.
- 3. WALL PLATE HEIGHTS ARE <u>8'-1 1/8"</u>, U.N.O.
- 4. WINDOW HEADERS ARE <u>6'-10" (+/-)</u> ABOVE SLAB, TO ALLOW FOR ALIGNMENT W/ <u>6'-8"</u> DOOR UNITS AS SHOWN ON ELEVATIONS EXCEPT WHERE NOTED OTHERWISE. VERIFY ROUGH OPENINGS AND OTHER SPECIAL FRAMING REQUIREMENTS w/ SUPPLIER.
- 5. SHOWER/BATH STALL WINDOW WILL HAVE TILE RETURNS. THIS GENERALLY REQUIRES AN INCREASED ROUGH OPENING DIMENSION TO ACCOMMODATE THE TILE THICKNESS. VERIFY FINAL TILE SELECTION.



NUM	WIDTH	HEIGHT	TYPE	STYLE	MATERIAL	COMMENTS				
101	3' - 0"	6' - 8"	SGL SWING	FULL LITE	FIBERGLASS	ENTRY DOOR				
102	2' - 6"	6' - 8"	SGL SWING	FLAT SLAB	FIBERGLASS	SERVICE DOOR				
103	2' - 8"	6' - 8"	SGL SWING	SINGLE PANEL	MDF					
104	5' - 0"	6' - 8"	BYPASS	FLAT SLAB	GLASS	SHOWER DOOR				
105	2' - 8"	6' - 8"	SGL POCKET	SINGLE PANEL	MDF					
106	2' - 8"	6' - 8"	SGL POCKET	SINGLE PANEL	MDF					

WINDOW SCHEDULE									
NUM	WIDTH	HEIGHT	OPERATION	MATERIAL	COMMENTS				
A 1	3' - 0"	3' - 6"	AWNING	FIBERGLASS					
D1	3' - 0"	5' - 0"	DOUBLE HUNG	FIBERGLASS					
F1	2' - 0"	5' - 0"	FIXED	FIBERGLASS					
F2	4' - 0"	2' - 0"	FIXED	FIBERGLASS					
F3	5' - 0"	2' - 0"	FIXED	FIBERGLASS					
F4	5' - 0"	3' - 6"	FIXED	FIBERGLASS					

DATE: SEPT 14, 2021 DRAWN BY: **JE** CHECKED BY: OM

REVISIONS:

DESIGN DEVELOPMENT PROGRESS SET

rley|**Pfeiffer**Architecture

ASATA MICRO HOMES

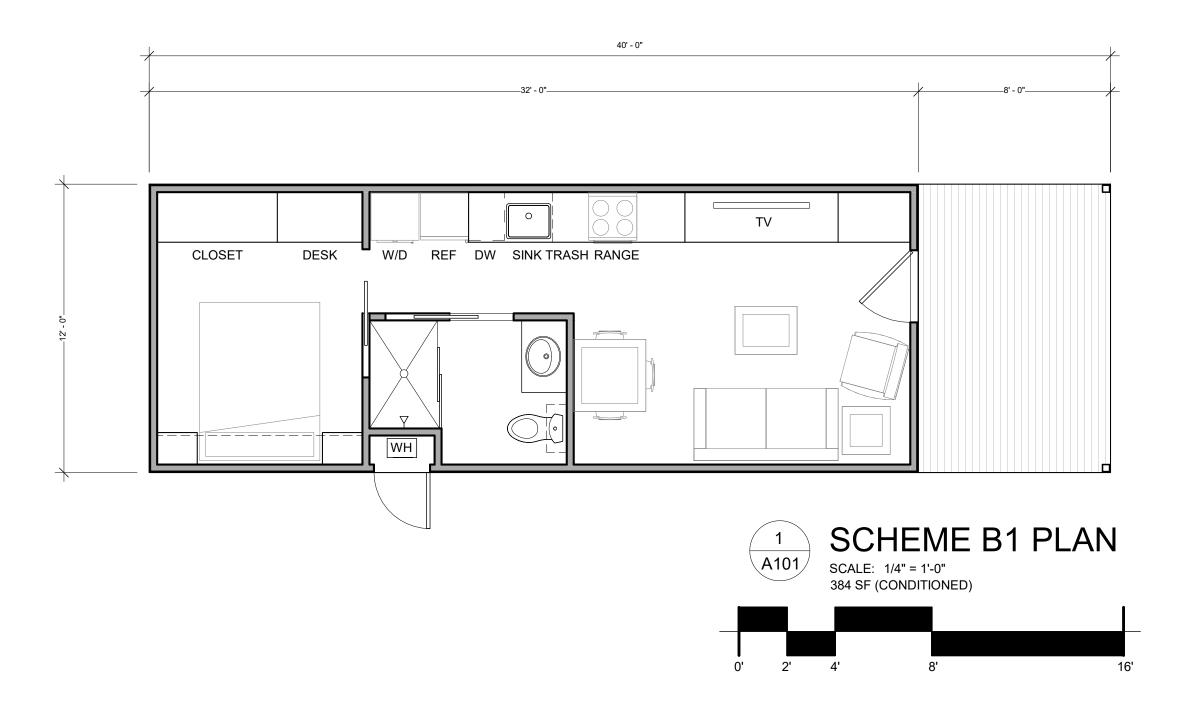
S

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CONSTRUCTION

JOB NO.: 4044B SHEET: FLOOR PLAN

PHASE: DD



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DATE: SEPT 1, 2021

SCHEMATIC DESIGN PROGRESS SET

CORP CASATA

A CUSTOM DESIGN FOR

SCHEME 'B1' - 1 BEDROOM

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JOB NO:4044B

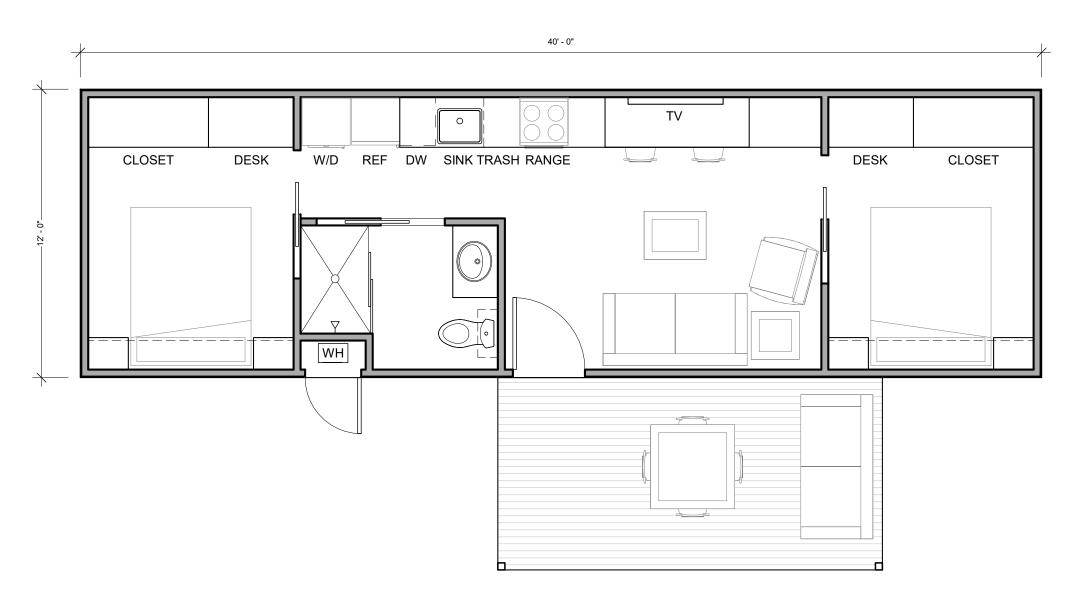
SHEET:FLOOR PLAN

PHASE: SD

SHEET

A101

OF



SCHEME B2-A PLAN A101 SCALE: 1/4" = 1'-0" 480 SF (CONDITIONED)



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DATE: SEPT 1, 2021

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CASATA CORP

A CUSTOM DESIGN FOR

SCHEME 'B2-A' - 2 BEDROOM

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JOB NO:4044B

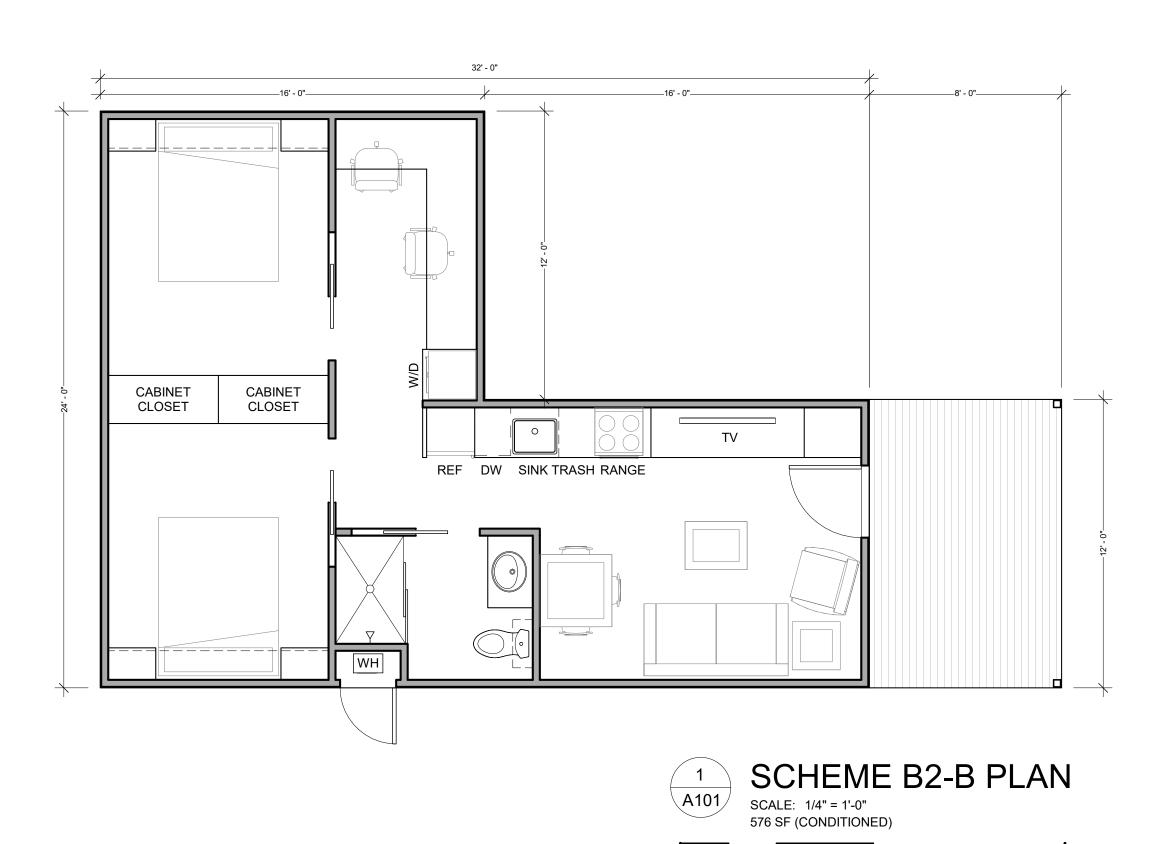
SHEET:FLOOR PLAN

PHASE: SD

SHEET

A101

OF



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CASATA CORP

A CUSTOM DESIGN FOR

SCHEME 'B2-B' - 2 BEDROOM

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JOB NO:4044B

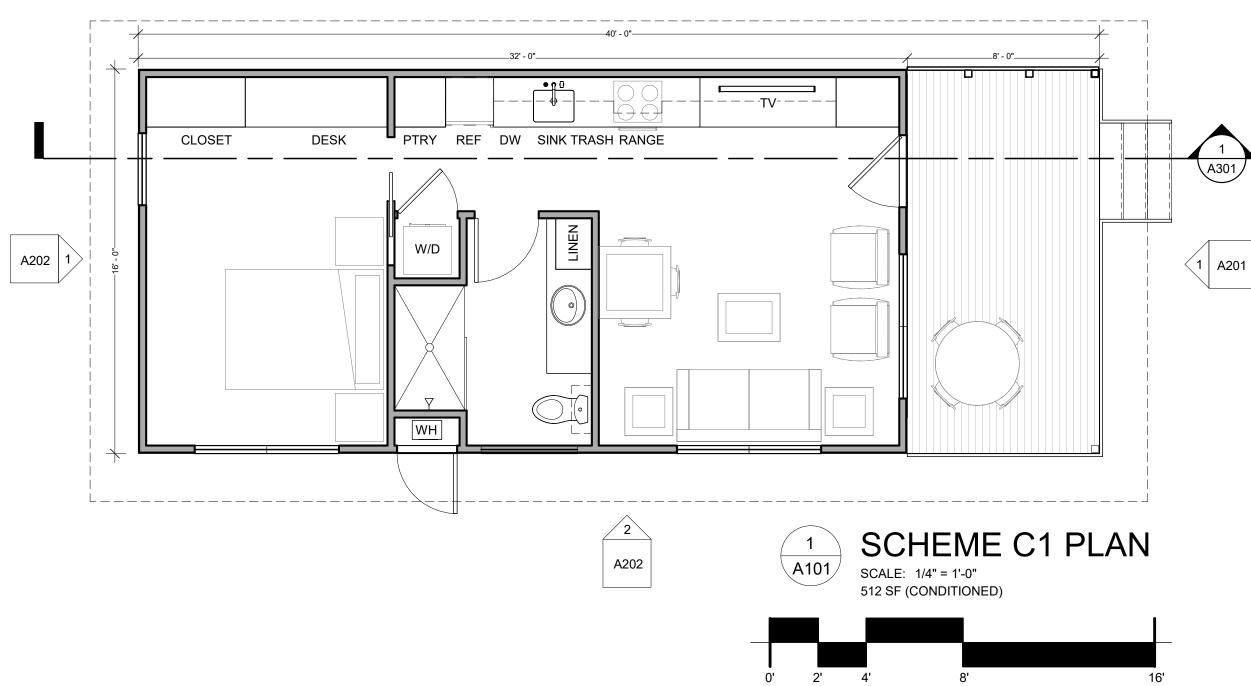
SHEET:FLOOR PLAN

PHASE: SD

SHEET

A101 OF





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CASATA MICRO HOMES

A CUSTOM DESIGN FOR

SCHEME 'C1' - 1 BEDROOM

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JOB NO:4044B

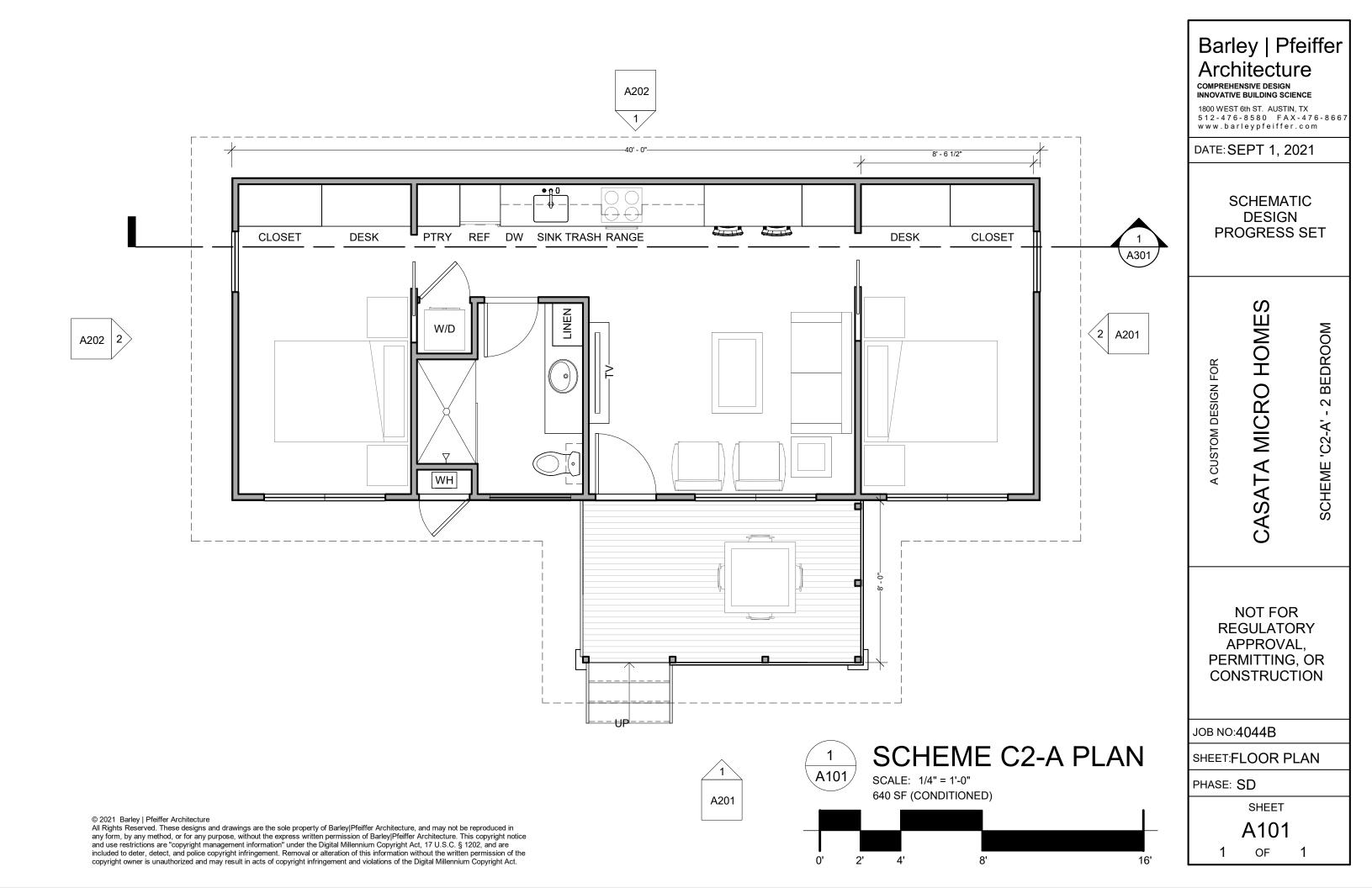
SHEET:FLOOR PLAN

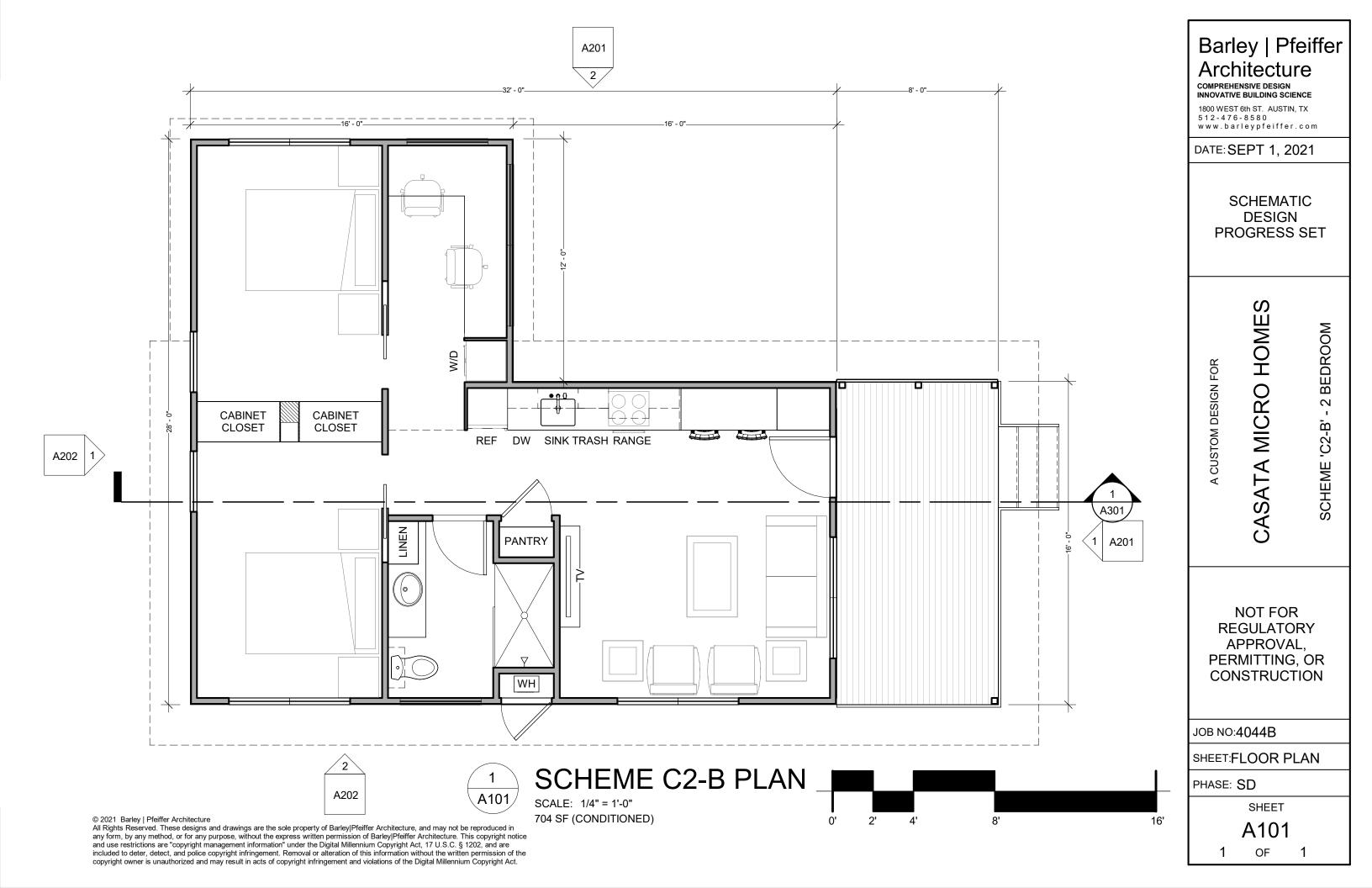
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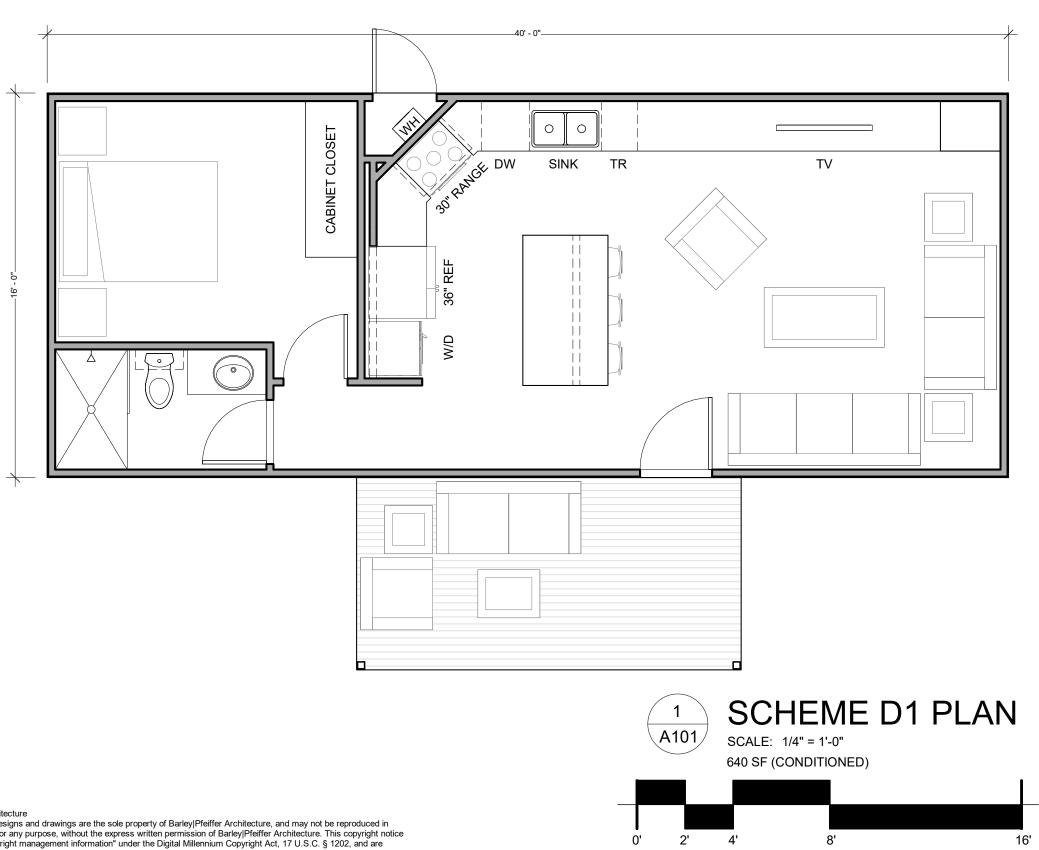
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OF







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DATE: SEPT 1, 2021

SCHEMATIC DESIGN PROGRESS SET

A CUSTOM DESIGN FOR

CASATA CORP

SCHEME 'D1' - 1 BEDROOM

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

JOB NO:4044B

SHEET:FLOOR PLAN

PHASE: SD

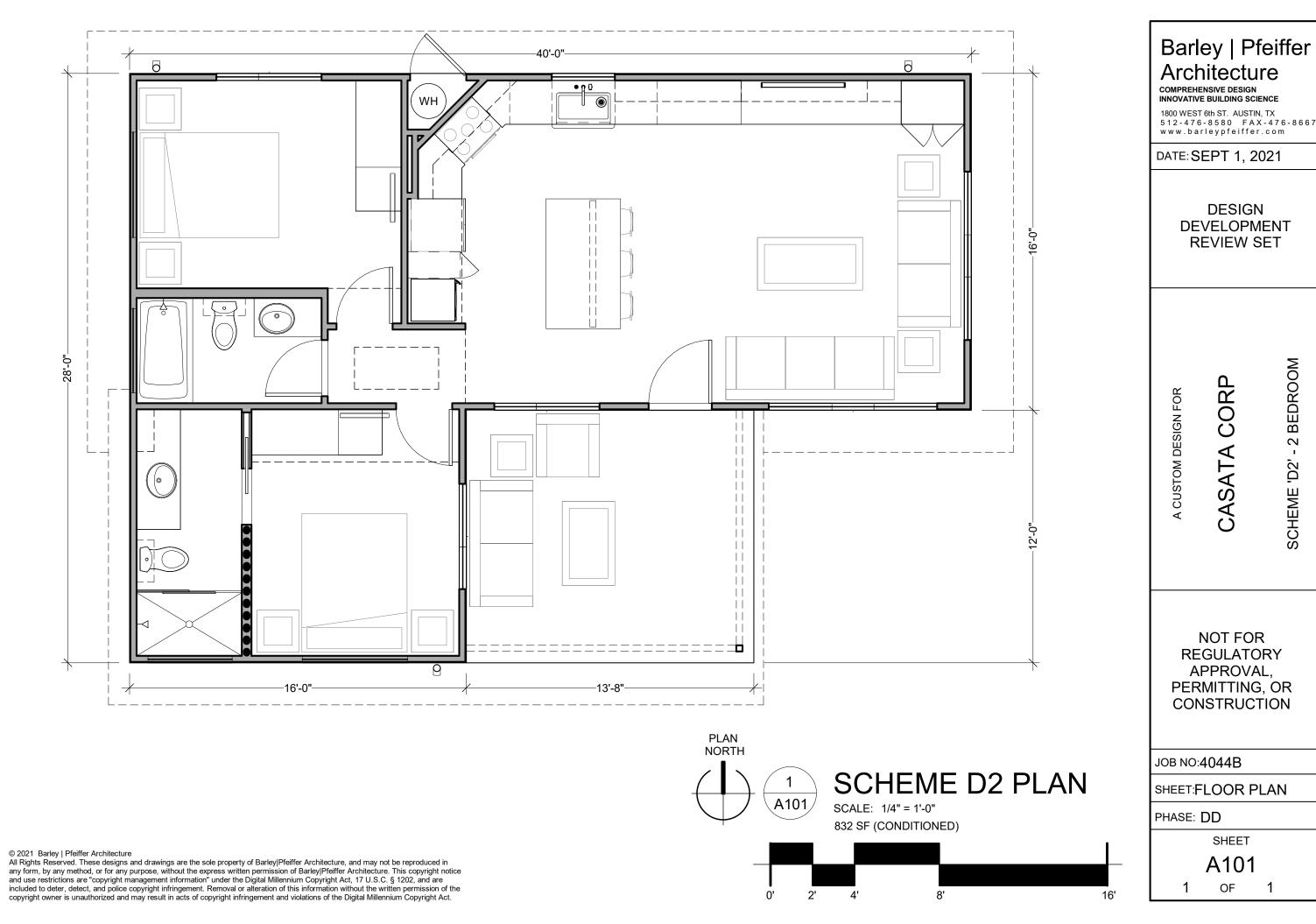
SHEET

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SCHEME 'D2' - 2 BEDROOM

2'

OF

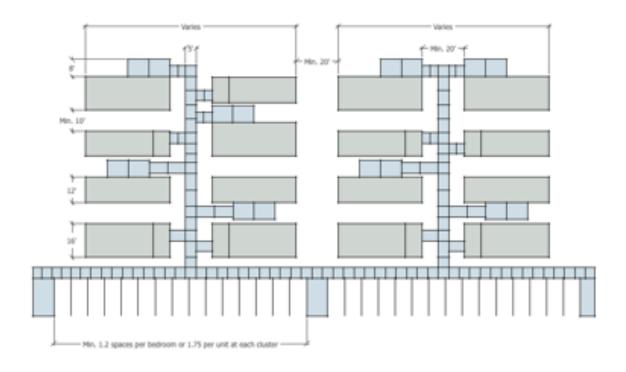
16'

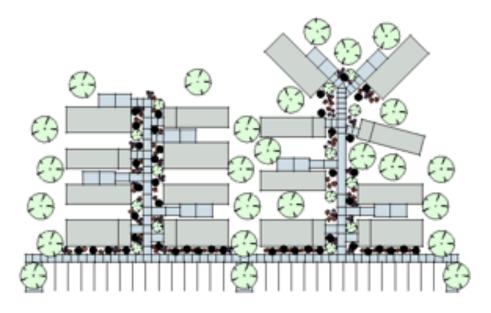
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Pedestrian Clustered Micro Homes







Front Loaded Micro Homes

