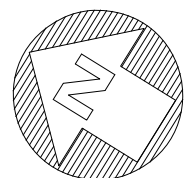


**NOT APPROVED**

F.M. HWY NO. 3407/WONDER WORLD DRIVE



CRADDOCK AVE. SITE PLAN  
 CRADDOCK AVE. @ WONDER WORLD DRIVE  
 SCALE: N.T.S.  
 DATE: 07.07.23  
 16 FUEL DISPENSERS  
 PARKING: 71 SPACES

PARKING REQUIREMENTS  
 C-STORE: 34 SPACES  
 QSR: 13 SPACES  
 47 REQUIRED, 71 PROVIDED

**SITE PLAN**



5.64 ACRES OF LAND LOCATED IN THE T.J. CHAMBERS SURVEY, A-2, HAYS COUNTY, TEXAS. BEING THAT PART OF A CALLED 501.30 ACRES, RECORDED IN VOLUME 1360, PAGES 92-112, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

**SURVEY NOTES:**

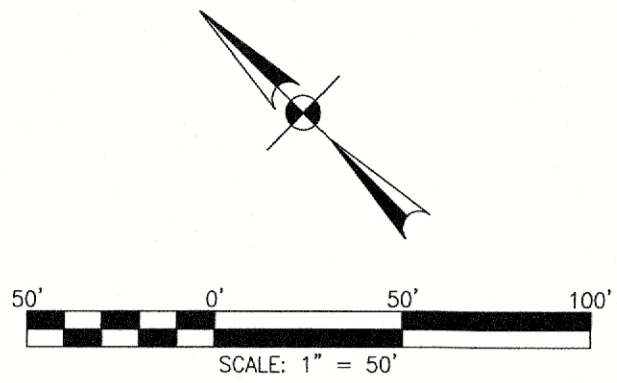
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

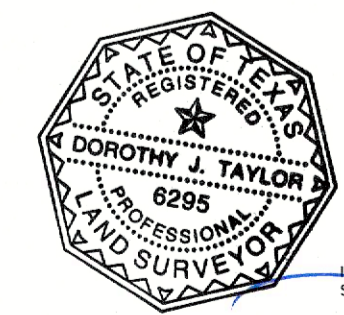
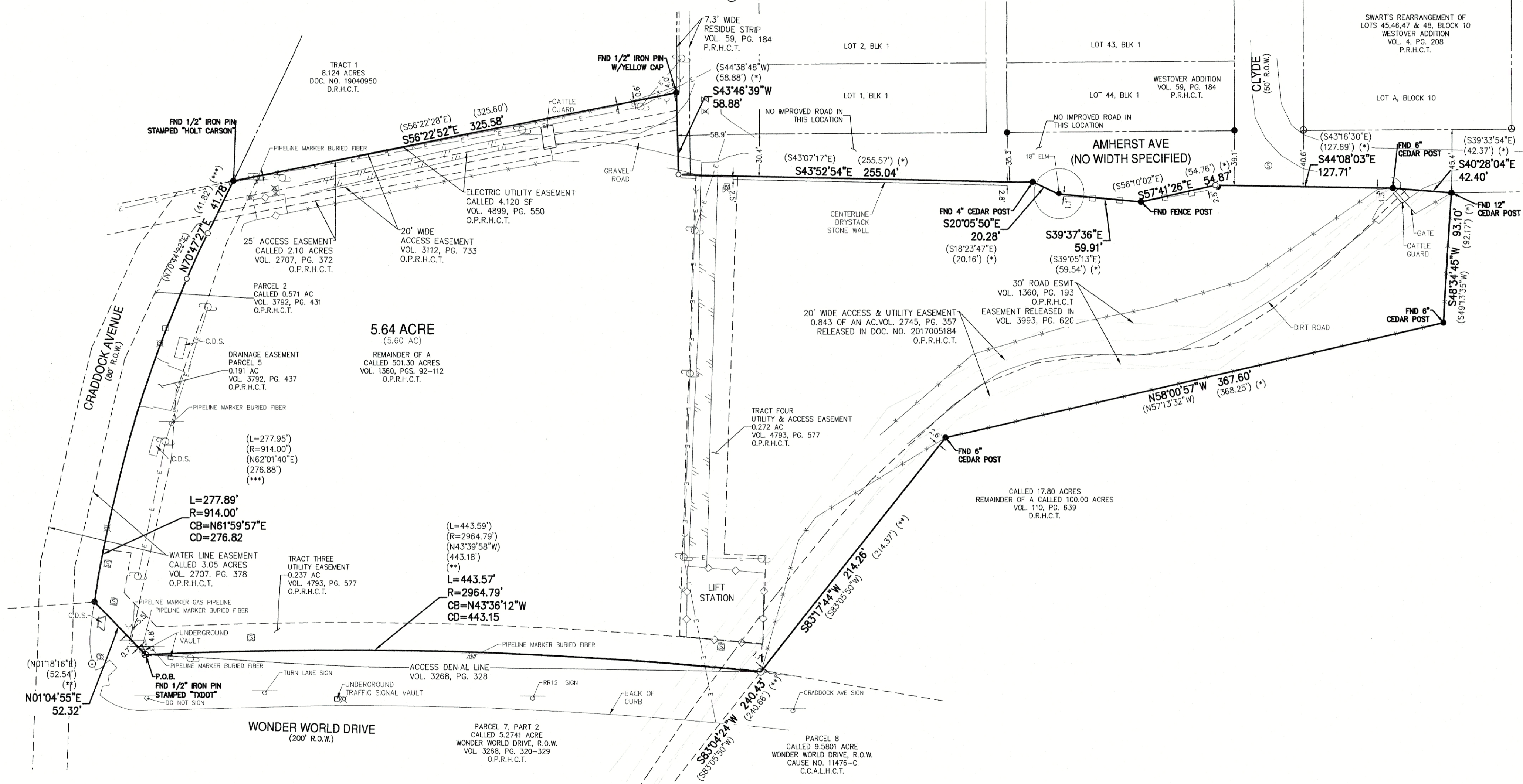
NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

FENCES SHOWN HEREON ARE GRAPHIC ONLY, WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY MEANDER BETWEEN SAID MEASURED LOCATIONS. THE DIMENSIONS SHOWING THE DISTANCE BETWEEN THE FENCE AND THE PROPERTY LINE ALSO INDICATES WHICH SIDE OF THE PROPERTY LINE THE FENCE IS ON.



- LEGEND:**
- = FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
  - ⊙ = FND 1/2" IRON PIN W/CAP "SWART"
  - ⊗ = FND MAG NAIL
  - = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT" UNLESS OTHERWISE NOTED
  - B.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - R.O.W. = RIGHT-OF-WAY
  - (\*) = RECORD CALLS
  - O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
  - D.R.H.C.T. = DEED RECORDS OF HAYS COUNTY, TEXAS
  - P.R.H.C.T. = PLAT RECORDS OF HAYS COUNTY, TEXAS
  - \* = VOL. 1360, PG. 92
  - \*\* = VOL. 3268, PG. 320 (WONDERWORLD)
  - \*\*\* = VOL. 3792, PG. 431 (CRADDOCK)
  - ⊠ = WATER METER
  - ⊞ = CABLE PEDESTAL
  - ⊞ = WATER VALVE
  - ⊞ = LIGHT POLE
  - ⊞ = SANITARY SEWER MANHOLE
  - ⊞ = SIGN
  - ⊞ = POWER POLE
  - ⊞ = GUY ANCHOR
  - ⊞ = TRAFFIC SIGNAL POLE
  - E — = OVERHEAD ELECTRIC
  - X — = BARBED WIRE FENCE
  - ◊ — = CHAIN LINK FENCE
  - ◊ — = HOG WIRE FENCE
  - / / — = EDGE OF ASPHALT



CRADDOCK AVE & RR 12  
SAN MARCOS, TEXAS

THIS SURVEY IS CERTIFIED TO:  
C&G DEVELOPMENT

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION  
THIS 22ND DAY OF MARCH 2022  
DOROTHY J. TAYLOR  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

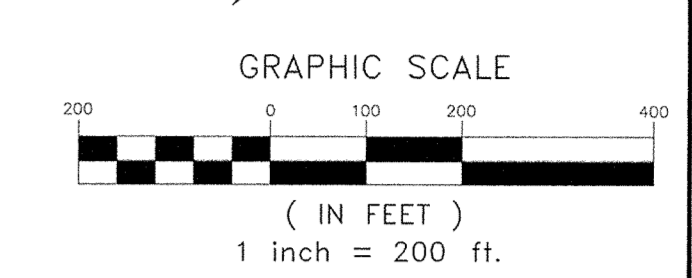
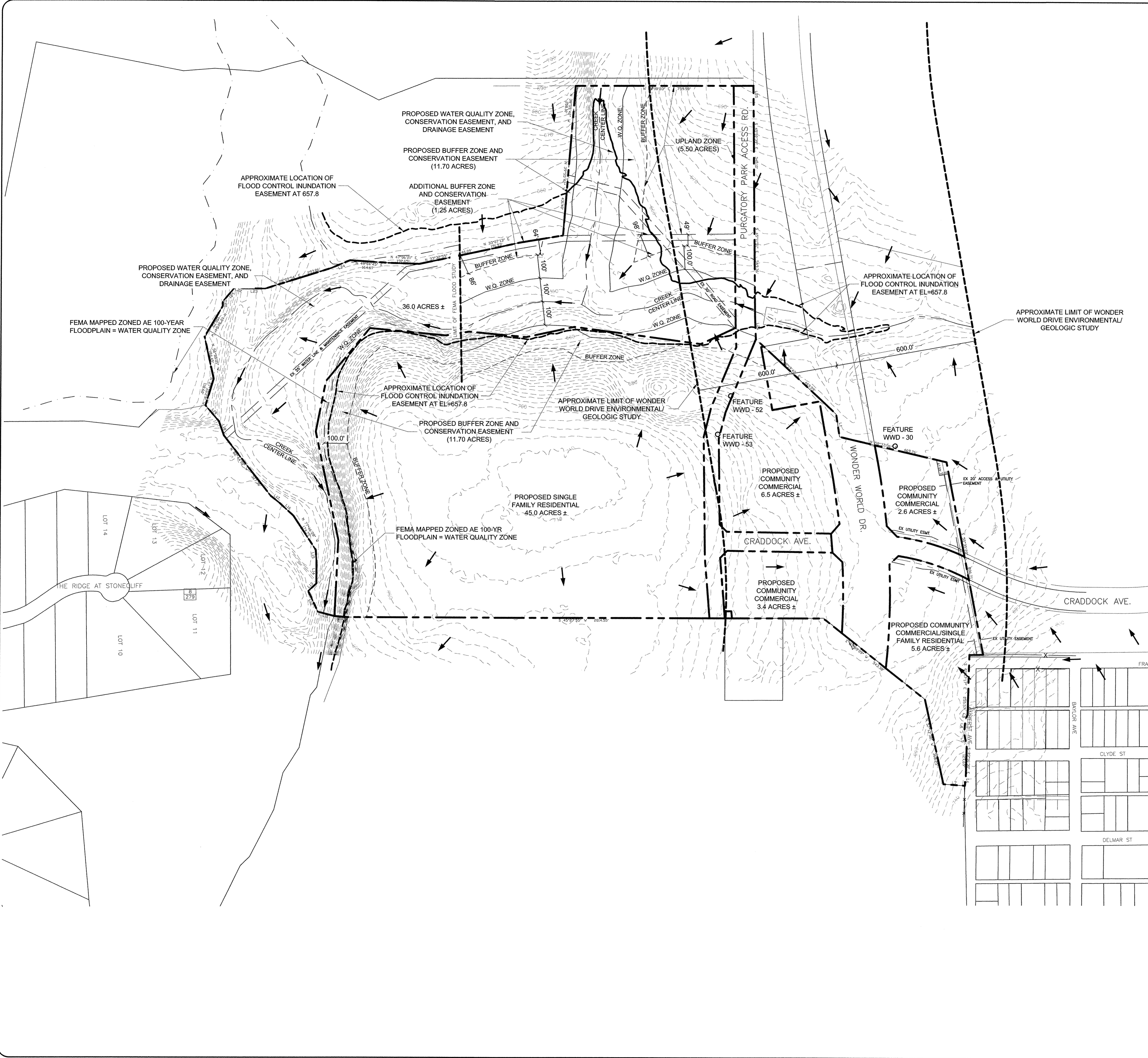
DRAWN BY: JS  
FIELD CREW: MZ

**HMT**  
ENGINEERING & SURVEYING

290 S. CASTELL AVE., STE. 100  
NEW BRAUNFELS, TX 78130  
TBPE FIRM F-10961  
TBPLS FIRM 10153600

REVISED: 07/03/23 - UPDATED CURVE RADIUS OF THE SOUTH R.O.W. LINE OF CRADDOCK AVENUE

S:\Projects\_1\0420-RAMSEY ENGINEERING\0420-021-12 C&G Work in Progress\WPP1\2012-2-23\_WATERSHED-HASE-1 - PROPOSED IMPROVEMENTS.dwg; Layout: "PROPOSED IMPROVEMENTS PLAN"; Fri, Mar 23, 2012, 1:50pm; By: Miguel G



**ALLOWED IMPERVIOUS COVER**

a. Per Section 5.2.3.1, allowed impervious cover (IC) = 20% x 99.1 acres = 19.82 acres.

b. Per Section 5.2.8.1(a)(1), IC bonus of 7,000 s.f. per Buffer Zone acre, with Planning & Zoning Commission approval of this Qualified WPP1 Permit. The dedication of a Conservation Easement for the Buffer Zone will remove all of the allowed development out of the Buffer Zone. The effective width of the Buffer Zone will be increased. IC Bonus = 7,000 s.f./Buffer Zone acre x (11.70 Acres + 1.25 Acres Additional Buffer Zone Area) = 2.08 Acres.

c. Per Section 5.2.8.1(a)(3), additional IC incentives may be granted by the Planning & Zoning Commission for innovative best management practices (BMPs) for water quality. We are proposing low impact development (LID) methods for water quality controls that exceed both the City's LDC and TCEQ requirements. See comment response no. 1 above for the numerical demonstration that 85% removal of the TSS increase from 25.00 acres of impervious cover will exceed 80% removal from 19.82 acres of IC. In addition, through the Development Agreement currently in process between the property owner and the City, the approximate 36.0 acre tract is to be dedicated/donated to the City for parkland. Only about 2.03 acres of parkland dedication is required. We request consideration for additional impervious cover allowed with this large amount of parkland dedication over what is required. The total impervious cover incentive requested is 3.10 acres.

d. Total requested allowable impervious cover = 25.00 acres.

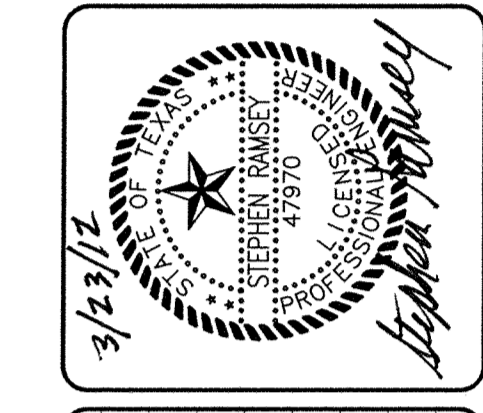
**ANTICIPATED IMPERVIOUS COVER SUMMARY**

Individual Development Tract Area (Acres)	Land Use	Anticipated Impervious Cover Area (Acres)-
45.0+/-	Single-Family Residential*	11.52
6.5+/-	Community Commercial	4.48
3.4+/-	Community Commercial	2.34
2.6+/-	Community Commercial	1.80
5.6+/-	Comm. Commercial 3.3+/- Ac.	3.86
	Single Family Res. 2.3+/-Ac.	
	<b>TOTAL</b>	<b>24.00</b>

\*Estimated No. of Lots = 120.  
 Per Section 7.5.1.7, Impervious Cover per Lot = 3,000 S.F. + Driveway Approach = 9.5 Ft x 16 Ft = 152 S.F.  
 Total Lots Impervious Cover = 3,152 S.F. x 120 = 378,240 S.F. = 8.68 Acres  
 Plus Streets Impervious Cover = 2.50+/- Acres  
 Plus Community Center for Single Family Residential = 15,000 S. F. = 0.34 Acres  
 Total Anticipated Single Family Residential Impervious Cover = 11.52 Acres

- NOTES:**
- TOTAL SITE AREA IS 499 AC.
  - THIS PROJECT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
  - PROPERTY BOUNDARY LINWORK AND EASEMENT INFORMATION ARE BASED UPON SURVEY BY BYRN & ASSOCIATES.
  - TOPOGRAPHY SHOWN IS BASED ON GIS INFORMATION.
  - ADJACENT PROPERTY INFORMATION BASED UPON LATEST HAYS COUNTY APPRAISAL DISTRICT INFORMATION.
  - NO FEDERAL PERMITS WILL BE REQUIRED FOR THE PROPOSED DEVELOPMENT.
  - PORTIONS OF THE PROPERTY LIE WITHIN THE FEMA 100YR FLOODPLAIN AS SCALED FROM F.I.R.M. 46209C0389F, DATED SEPTEMBER 2, 2005.
  - CRADDOCK AVENUE RIGHT OF WAY (ROW), PURGATORY PARK ACCESS ROW, AN WONDER WORLD ROW ARE NOT PART OF THIS 99 ACRE TRACT.
  - AN ON-SITE DETENTION WAIVER IS BEING REQUESTED WITH THE WPP PHASE 1 APPLICATION.
  - EXISTING FEATURES SHOWN ARE APPROXIMATE AND BASED ON THE WONDER WORLD DRIVE ENVIRONMENTAL/ GEOLOGIC ASSESSMENT.

Ramsey Engineering, LLC  
 Civil Engineering • Consulting  
 TBPE Firm No. F-12606  
 Call: 512-650-6800  
 ramsey-eng@att.net  
 3206 Yellowpine Terrace  
 Austin, Texas 78757  
 DESIGNED: SR  
 DRAWN: AL  
 REVIEWED: MG, CD



NO.	DATE	REVISIONS	RECORD

SHEET TITLE PROJECT  
 C&G DEVELOPMENT  
 SAN MARCOS, TX  
 PROPOSED IMPROVEMENTS PLAN

PROJECT No.  
 12-002-10

SHEET No.  
 F



# Fischer's Neighborhood Market

San Marcos Planning and Zoning Commission Presentation



# The Fischer Focus on Community

Fischer's Neighborhood Markets pride themselves on making a difference in our surrounding communities. We partner with many local non-profits, area schools and national charity organizations.



**American Cancer Society**  
American Cancer Society®

**American Heart Association**  
American Heart Association®

**New Braunfels FOOD BANK**  
SERVING SOUTHWEST TEXAS  
New Braunfels Food Bank

**San Antonio FOOD BANK**  
SERVING SOUTHWEST TEXAS  
San Antonio Food Bank

**MDA** Muscular Dystrophy Association

**CONNECTIONS**  
INDIVIDUAL AND FAMILY SERVICES  
Connections Individual and Family Services

**HSNBA**  
Humane Society of New Braunfels

**CASA**  
Court Appointed Special Advocates FOR CHILDREN  
CASA OF CENTRAL TEXAS, INC.  
CASA of Central Texas

**Brighton Center**  
Here there are only possibilities.  
Brighton Center

# Environmental Protection is Our Priority



Solar Power

Electric Vehicle Charging Stations



Tree Preservation

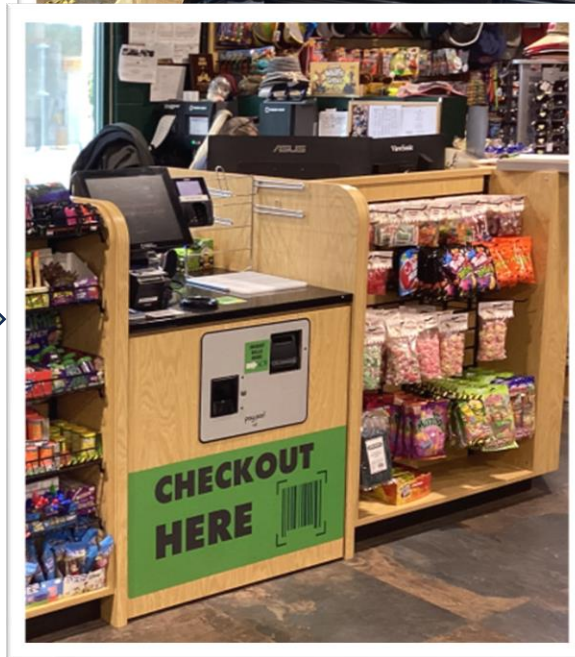


# Inside Fischer's Neighborhood Markets

Fresh Meat & Produce



Self Checkout



Self-serve Beverage Stations

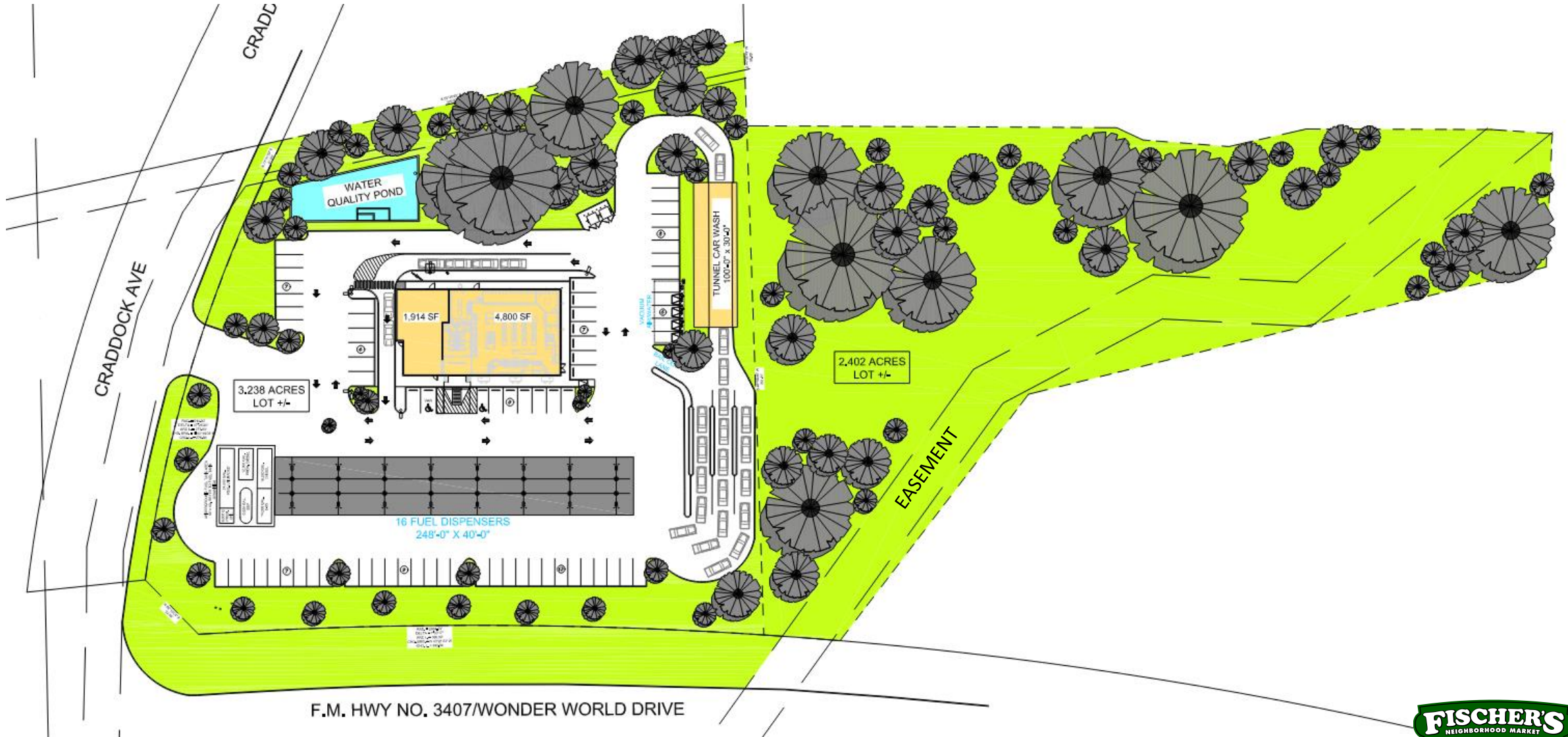


Unique Merchandise Selection



Multiple Ready-To-Eat Options

# Proposed Site Plan



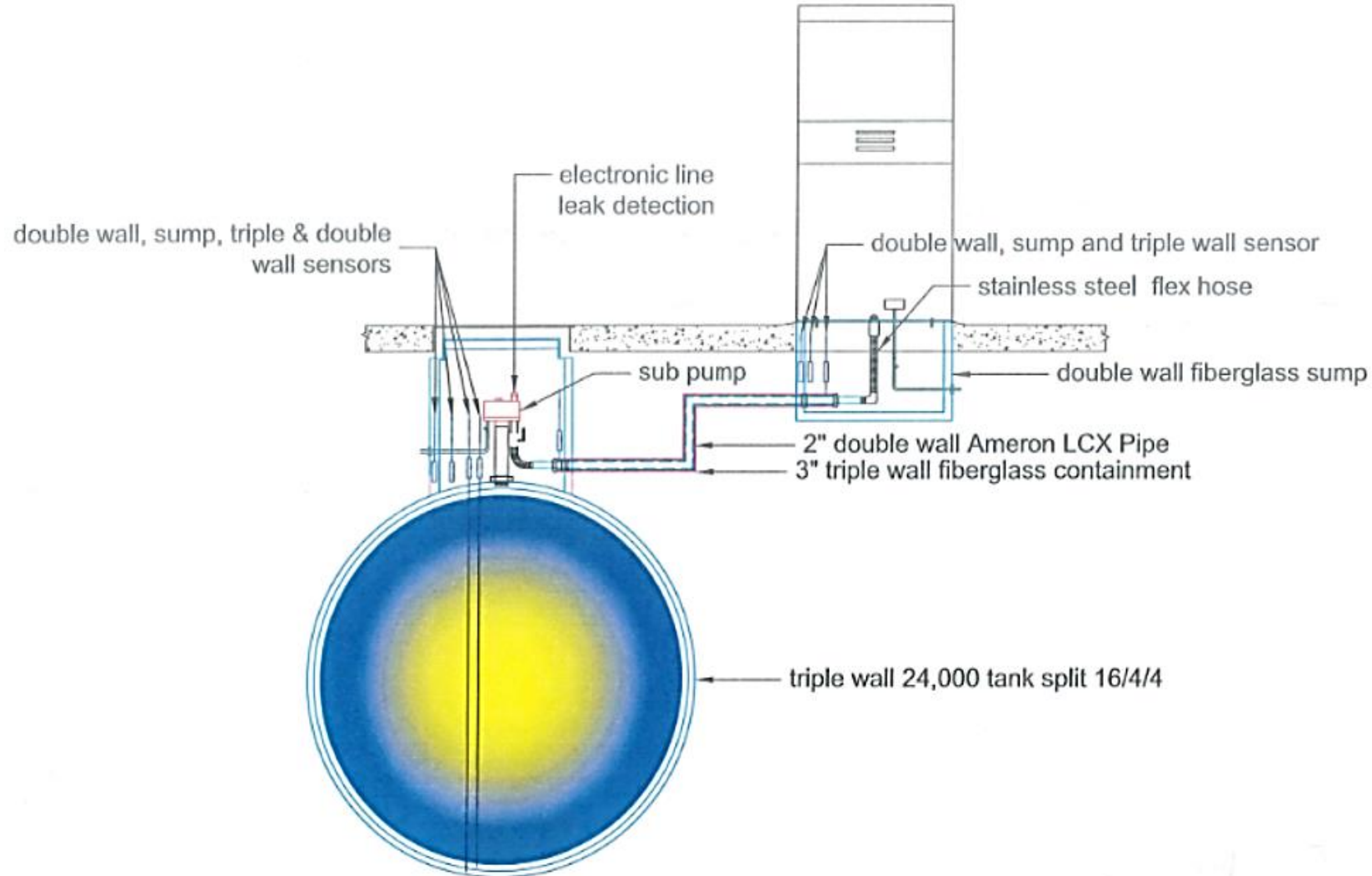


# Previous Site Development Concerns

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- Fuel system leakage and safety
- Protective yard buffer from residential area
- Wonder World and Craddock driveways
- Car wash water treatment
- Setting precedent for other nearby properties

# Triple Containment Fuel System



## Fuel System Installation

- TCEQ Fuel Tank Permit requirements
- Triple wall tank
- Double wall, sump, triple and double wall sensors
- Safeguards include:
  - No known occurrences of leakage utilizing triple wall containment system
  - Monthly and annual inspections exceed TCEQ standards for fuel tank installation over Edwards Aquifer Recharge Zone
  - Multiple sensors
  - Continuous line testing with automatic shutoff
  - Spill and overfill protection
  - Overfill alarm with acknowledgement

# Project Considerations

---

## Site requirements

- Geologic evaluation by professional geologist has identified no recharge features on-site.
- Watershed protection plan Phase 2 will be required prior to the site preparation permit. Water-quality BMP's will be required.
- Property Owner agreement with deed restrictions to the prohibit other fuel tanks on Wonder World Drive and Craddock Avenue.

## Wonder World Drive and Craddock Avenue Access

- Direct Wonder World access not proposed.
- Access location to Craddock Avenue existing and approved by staff.

## Car Wash Drainage

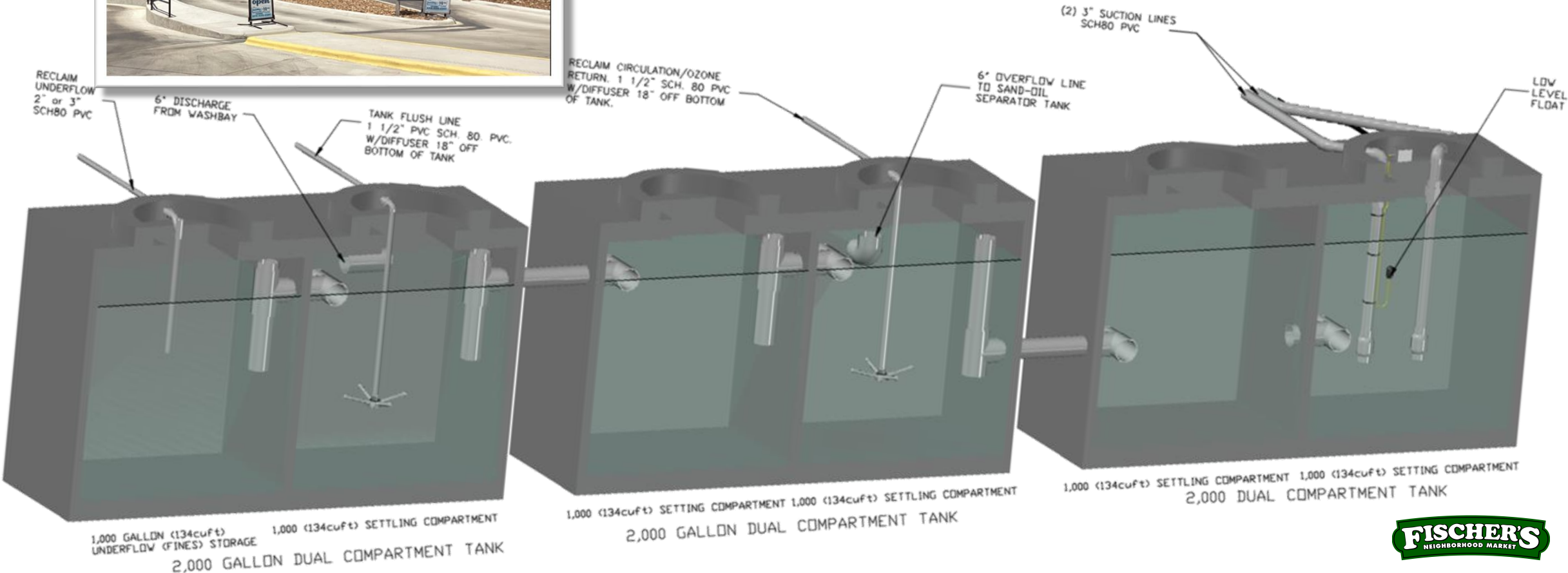
- Water reclamation and recycling systems will be utilized for the subject site.

# Property Owner Agreement With Deed Restrictions

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# Car Wash With Reclamation System





Thank you for your time and consideration.

July 27, 2023

Planning & Development Services  
630 East Hopkins  
San Marcos, Texas 78666

Re: Conditional Use Permit Written Statement  
1390 Wonder World Drive

To Whom it may concern,

A Convenience Store with Gas Sales, Drive-Through Restaurant, and a Drive-Through Car Wash is being proposed at 1390 Wonder World Drive in San Marcos, Texas. As per the City of San Marcos Code, a Conditional Use Permit is required for a Convenience Store with Gas Sales and a Car Wash with Vacuum Stations.

The proposed design addresses previous concerns with development on the subject site. Below is a list of previous concerns from the Council.

- Oil and Gas Leaks into the Edwards Aquifer Recharge Zone
- Proposed Curb Cut on Craddock Avenue
- Location of Drive-Through Window / No proposed Protective Yard placed by Drive-Through
- Concerns regarding impervious cover over the Edwards Aquifer Recharge Zone

Overall, the application addresses the concerns of the previously submitted application and meets the City of San Marcos development code standards.

Sincerely,  
*Kimberly Johnson-Hopkins*

Kimberly Johnson-Hopkins  
Planner, Land Development  
Doucet & Associates

## Business Detail

July 27, 2023

Planning & Development Services  
630 East Hopkins  
San Marcos, Texas 78666

Subject Site: 1390 Wonder World Drive

Business Trade Name: Fischer's Neighborhood Market

Type of Entity: Gas Station, Car Wash, and Drive-Through Restaurant

### Contact Information:

Edward Caffey  
C& G Development, Inc.  
P.O Box 1171 San Marcos, Texas 78667-1171  
[caffeyed@yahoo.com](mailto:caffeyed@yahoo.com)



Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2012 12015202

Instrument Number: 2012-12015202

As

Recorded On: June 11, 2012

OPR RECORDINGS

Parties: SAN MARCOS CITY OF

To

Billable Pages: 21

Number of Pages: 22

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	96.00
Total Recording:	96.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

File Information:

Document Number: 2012-12015202  
Receipt Number: 305656  
Recorded Date/Time: June 11, 2012 11:31:00A  
Book-Vol/Pg: BK-OPR VL-4358 PG-447  
User / Station: S Breland - Cashiering #3

Record and Return To:

CITY OF SAN MARCOS  
ATTN PLANNING DEPARTMENT  
650 E HOPKINS ST  
SAN MARCOS TX 78666



State of Texas |  
County of Hays

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

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

RESOLUTION 2012 - 46R

12015202 Bk Val Pg  
0PR 4358 448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN MARCOS AND C&G DEVELOPMENT, LTD. CONCERNING 99.2 ACRES OF LAND NEAR WONDER WORLD DRIVE AND FRANKLIN STREET PROVIDING FOR TERMS OF ANNEXATION FOR PORTIONS OF SAID LAND, ESTABLISHING ZONING, DEVELOPMENT, ENVIRONMENTAL, IMPERVIOUS COVER AND ARCHITECTURAL STANDARDS, PROVIDING FOR PARKLAND DEDICATION, AND PROVIDING FOR THE CITY'S PARTICIPATION IN THE COST OF A LIFT STATION IN AN AMOUNT NOT TO EXCEED \$113,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AMENDMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The attached Development Agreement between the City of San Marcos and C&G Development, Ltd. (the "Agreement") is approved.


PART 2. The City Manager is authorized to execute the Agreement on behalf of the City.

PART 3. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on May 1, 2012.

  
Daniel Guerrero  
Mayor

Attest:

  
Jamie Lee Pettijohn  
City Clerk

**DEVELOPMENT AGREEMENT (INCLUDING ARCHITECTURAL STANDARDS) BETWEEN C&G DEVELOPMENT, LTD. AND THE CITY OF SAN MARCOS, TEXAS REGARDING 99.2 ACRES OF LAND OUT OF JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, AND THE T.J. CHAMBERS SURVEY, ABSTRACT NO. 2, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED FROM MARTHA E. HOLMES, ET AL TO C&G DEVELOPMENT, INC. AND RECORDED IN VOLUME 1360, PAGE 92 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS OWNED BY C&G DEVELOPMENT, LTD.**

This **DEVELOPMENT AGREEMENT** is made and entered into as of the 1st day of May, 2012 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas municipal corporation (the "City") and **C&G DEVELOPMENT, LTD.**, a Texas Limited Partnership ("C&G" or the "Owner"). The City and C&G are sometimes hereinafter referred to individually as "Party", and collectively as the "Parties".

### SECTION 1: RECITALS AND PURPOSES

- 1.01 C&G currently owns 99.2 acres, more or less, of land, a portion of which is located in the extraterritorial jurisdiction ("ETJ") of the City, Hays County, Texas, and a portion of which is located in the City's municipal boundaries, all as more particularly described in Exhibit "A" and shown in Exhibit "B," each attached hereto and incorporated herein for all purposes (the "Property").
- 1.02 C&G intends to develop the Property to include commercial and residential uses.
- 1.03 The City is authorized to make and enter into Development Agreements with developers with respect to land in its extraterritorial jurisdiction ("ETJ") proposed for development in accordance with Subchapter G, Chapter 212 of the Texas Local Government Code ("Chapter 212") and Article 2, Chapter 2 of the City's Land Development Code ("LDC"), to accomplish the following purposes:
- A. Extend the City's planning authority over such land in accordance with a development plan approved by the City under which certain uses and development of the of the land are authorized;
  - B. Authorize enforcement by the City of municipal land use and development regulations for the land to the extent the same are consistent with the development plan, and in the same manner the applicable regulations are enforced within the City's municipal boundaries.
  - C. Authorize enforcement by the City of land use and development regulations for the land other than those that apply within the City's boundaries, as may be agreed to between the City and the developer;
  - D. Specify the uses and development of the land before and after annexation, if annexation is agreed to by the developer;
  - E. Provide for infrastructure for the land, including but not limited to streets and roads, street and road drainage, land drainage, and water, wastewater and other utility systems; and
  - F. Include other lawful terms and considerations the City and developer consider appropriate.
- 1.04 The City and C&G seek to enter into an agreement to enable development of land in the ETJ to occur at densities or intensities of use that require public water and wastewater services and to establish parameters for annexation in the future consistent with the requirements of Chapter 212 and Article 2 of the LDC.

- 1.05 In consideration of the foregoing and the mutual covenants and agreements of the Parties herein, the Parties enter into this Agreement.

## SECTION 2: GENERAL TERMS AND CONDITIONS

### 2.01 Development Plan.

The City hereby approves the general use and development of the Property in accordance with the Development Plan, which is incorporated herein as Exhibit "B".

### 2.02 Annexation

- A. Upon approval of this Agreement, C&G agrees to the full purpose annexation of that portion of the Property located within the ETJ of the City (the "ETJ Parcel," as identified and described in Exhibit "A"), provided, however, that the City hereby guarantees the continuing ETJ status of the portion of the Property located within the ETJ until a subdivision plat application (concept plan, preliminary plat, or final plat) is submitted for all or any portion of the Property at which time the City may annex that area subject to the aforementioned subdivision plat application.
- B. The Parties hereby agree that all regulations and planning authority of the City's LDC that do not interfere with the use of the Property for agriculture, wildlife management or timber may be enforced on the Property. Any burning on the Property shall require approval of the City of San Marcos Fire Marshal.
- C. Notwithstanding annexation of the ETJ Parcel, the terms, rights, duties, and obligations of this Agreement shall remain in full force and effect for the Initial Term of this Agreement and any extensions thereof, unless this Agreement is terminated in accordance with Section 3.01 below.
- D. A full geotechnical report shall be required prior to the issuance of permits, to allow for assessment of buildable area and geologic constraints.

### 2.03 Permitted Uses and Development Standards

- A. The Parties hereby agree that all regulations and rights applicable to the development of the "Commercial Area" shall be in accordance with the uses, development standards, and other applicable regulations required by the LDC for the Community Commercial zoning classification immediately upon approval of this Agreement. The Commercial Area shall be identified as the following areas as shown in Exhibit "B":
1. The 2.6 acres located at the northeast corner of Wonder World Drive and Craddock Avenue.
  2. The 6.5 acres located at the northwest corner of Wonder World Drive and Craddock Avenue.
  3. The 3.4 acres located at the southwest corner of Wonder World Drive and Craddock Avenue.
  4. Approximately 3.28 acres out of the 5.6 acres located at the southeast corner of Wonder World Drive and Craddock Avenue. The property owner shall submit an application to establish the Community Commercial zoning classification on these 3.28 acres currently located within the City Limits.

- B. The Parties hereby agree that all regulations and rights applicable to the development of the "Residential Area" shall be in accordance with the uses, development standards and other applicable regulations indicated herein. The Residential Area shall be identified as the following areas as shown in Exhibit "B":
1. The 45 acres on the west side of the Park Access Road at the terminus of Craddock Avenue.
  2. Approximately 2.36 acres out of the 5.6 acres located at the southeast corner of Wonder World Drive and Craddock Avenue. This area is currently zoned Single Family District (SF-6) and may be developed in accordance with the standards and regulations within this district.
- C. The 45 acre portion of the Residential Area located at the terminus of Craddock Avenue may be developed in accordance with the uses, development standards and other applicable regulations required by the City's LDC for the Single Family (SF-11) District, the Single Family (SF-6) District and the Patio-Home, Zero Lot Line (PH-ZL) Residential District.
- D. The maximum number of units permitted shall be 142 units in accordance with the maximum density permitted within the Very Low Density Residential Land Use Designation.

#### 2.04 Impervious Cover

- A. The Permitted Maximum Allowable Project Impervious Cover for the Property shall be in accordance with the finally approved Watershed Protection Plan, Phase 1 (WPP1). The maximum impervious cover shall be contingent upon completion and outcome of final studies, including a full geologic assessment of the developed portions of the Property. The total permitted impervious cover may be distributed throughout the Property as necessary provided that the total impervious cover does not exceed the maximum permitted impervious cover indicated in the WPP1.
- B. Clustering Incentives for the 36 acre proposed Open Space area as shown in Exhibit "B" in accordance with Section 5.2.8.1 of the LDC shall be applicable to the Property. The total permitted project impervious cover may be clustered onto any portion of the Property provided that the total impervious cover does not exceed the total amount indicated in the WPP1. Any development on the Property shall be subject to review by the City and approval of all applicable City permits including Watershed Protection Plans, Site Preparation Permits, and Environmental and Geologic Assessments, and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any are identified.

#### 2.05 Environmental, Water Quality & Detention Standards

- A. Development of the Property will adhere to a standard for removal of a minimum of 85 percent of the increase in total suspended solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property as established by the WPP1. The 85 percent TSS removal will be accomplished utilizing a combination of traditional best management practices (BMP's) and approved low-impact development (LID) practices designed in accordance with the City of Austin Environmental Criteria Manual and the City of San Marcos LID manual. All BMP's shall be designed and maintained by the property owner to achieve the performance standard of 85 percent TSS removal. BMP's for treatment and detention of stormwater proposed for development of the Property may include, but shall not be limited to detention ponds, rain gardens, bioswales, biofiltration ponds and native drought-

tolerant plants for landscaping. Approved vegetative buffers and filters shall not include invasive species.

- B. Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property shall incorporate various LID techniques, in one form or another, that will work in conjunction with traditional BMP's to achieve the 85 percent TSS removal indicated.
- C. Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City.
- D. During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.
- E. Discharge of sediment from the construction site shall not be permitted. It shall be the responsibility of the property owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the developer and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.
- F. A full geotechnical report, prepared by a licensed third-party geotechnical engineer, shall be provided by the developer and approved by the City, prior to the issuance of any development permits on the property or any portion thereof. The geotechnical report and related civil engineering documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved geotechnical report) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.
- G. A maintenance agreement for the permanent BMPs on the site written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring

purposes in favor of and in a form acceptable to the City must be provided by G&G or any successor property owner.

## 2.06 Parkland and Open Space Dedication

Required Project Parkland Dedication: Based on the maximum number of units permitted, the total required parkland dedication shall be 1.917 acres. C&G hereby agrees to dedicate the approximately 36 acres of land indicated on the Development Plan and located to the west of the 45 acre residential tract to meet the parkland dedication requirements. This approximately 36 acre tract includes an approximately 5.50 acre area indicated as the "Upland Zone" on the WPP1. The City hereby agrees to provide an access easement to ensure continued access across the parkland area to the adjacent property commonly known as the Holmes Tract.

## 2.07 Governing Development Regulations

A. Development of the Property shall be governed by the following:

1. The Development Plan and this Agreement;
2. The LDC in effect on the 9<sup>th</sup> day of January, 2012 (the "Submittal Date");
3. Any Zoning standards and regulations adopted for the Property upon annexation and subsequent initial zoning classification(s); and
4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (the "Approved Plats").
5. ~~The parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Watershed Protection Plan, Phase Two, including any required environmental studies and/or geologic assessments, and a Traffic Impact Analysis will be required.~~

B. The Development Plan, this Development Agreement, the LDC, the Zoning Regulations and the Approved Plats shall hereinafter be referred to collectively as the "Governing Regulations." It is further agreed and understood that no ordinance or regulation adopted by the City after the Submittal Date shall in any manner impair C&G's rights under this Development Agreement provided that:

1. Any ordinance or regulation exempted by or not subject to Chapter 245 of the Texas Local Government Code may be enforced on the Property; and
2. Ordinances or regulations adopted pursuant to a requirement of State or Federal law may be enforced on the Property.

## 2.08 Use of Park Access Road

The Owner acknowledges the City's existing 65 foot wide park access road adjacent to the 45 acre single family tract and extending into the 36 acre open space portion of the Property as shown in Exhibit "B" providing access to the City's Purgatory Creek Green space. The City acknowledges that the existing 65 feet of right-of-way is sufficient to serve development of the Property and accommodate the City's park needs and no additional right-of-way dedication will be required. ~~access to the park road acceptable to the City is provided from the adjacent 45 acre residential tract or the adjacent 3.4 or 6.5 acre commercial tracts, then C&G or successor property owner will be~~

responsible for a proportionate share of the construction costs for construction of that portion of the park road at the time of development of the adjacent parcel. The proportionate share of construction costs for the park road shall be determined at the time of platting of the adjacent parcel upon approval of a Subdivision Improvement Agreement as outlined in the LDC. Furthermore, C&G or successor property owner hereby agrees to work with the City to identify appropriate locations for identification and/or directional signage to facilitate directing the public to the City's Purgatory Creek Greenspace, and to provide and install those signs as mutually agreed by the parties. The proposed road to the Nature Center/Dedicated Parkland shall include a ten foot (10') wide shared use path, separated from the roadway, and surfaced with decomposed granite or similar weather-resistant, semi-pervious surface.

## 2.09 Architectural Design Standards

- A. Architecture and the built environment make many important contributions to San Marcos's visual context. Due to the importance of these elements, all architectural styles shall produce a cohesive visual framework while maintaining architectural variety. All architecture shall reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony shall be avoided. A Texas Hill Country style shall be reflected through the use of natural materials and textures.
- B. Achieving a high quality of architectural design for all buildings within the Property is considered a principal goal of these design standards. Reflecting the vision of the development of the Property, the development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas. In order to achieve this design intent, a limited palette and range of exterior materials, colors, textures and finishes have been selected for all construction within the Property. The following Architectural Design Standards shall be applicable to all nonresidential buildings on the Property:
1. All facades shall use one or more of three native limestone colors: Leuders, Cordova Cream, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
  2. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
  3. All buildings within the Development shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. 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. Details and materials shall be consistent on all sides of buildings.
  4. A minimum of 80 percent of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick. Buildings greater than one (1) story in height may utilize lap-sided Hardie-plank as a masonry material above the first floor.
  5. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary



structures on the Property. Alternative designs for accessory structures may utilize different styles and materials than the primary structure upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.

6. Alternative design standards may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

## 2.10 Wastewater Lift Station

- A. The development of the 45 acre residential tract and the 6.5 and 3.4 acre commercial tracts on the west side of Wonder World Drive requires the construction of a lift station and associated infrastructure to provide wastewater service to these tracts. C&G shall construct these improvements in accordance with plans and specifications acceptable to the City. The City hereby agrees to participate in the cost of construction of a public lift station to be built by C&G on the west side of Wonder World Drive for an amount not to exceed the lesser of 30 percent of the contract price, or \$113,000, in accordance with the construction cost estimate attached hereto as Exhibit "C." The construction cost estimate attached in Exhibit "C" may be adjusted, subject to the City's review and approval of the adjusted cost estimate, at the time of detailed engineering, design and permitting of the proposed lift station provided, however, that the City's participation amount will continue to be the lesser of 30 percent of the total construction contract price or \$113,000.00. The City's participation in the cost of improvements under this paragraph shall be subject to the requirements of Subchapter C, Chapter 212 of the Texas Local Government Code. The City will not be required to make payment for its cost participation amount until the improvements under this section have been completed by C&G and accepted by the City.
- B. This lift station is intended to provide service to the tracts identified herein as well as service for the City's proposed nature center, if constructed. In the event that additional improvements are required as part of the construction of the lift station, such as oversizing of the wet well or pumps, these costs shall be the responsibility of the City or the developer of property requiring said additional improvements.

## SECTION 3: MISCELLANEOUS PROVISIONS

### 3.01 Term

- A. The Initial term of this Agreement will commence on the Effective Date and continue for 15 years thereafter. After the Initial Term, the Agreement may be extended for successive period (any such extension not to exceed 15 years) as to all or any portion of the Property by the mutual written agreement of the City and C&G. The total duration of the Agreement, including the Initial Term and all extensions, shall not exceed 30 years (the Complete Term).
- B. After the Complete Term, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from development approvals previously granted, or any entitlement relating to development of the Property assigned under Chapter 245, Texas Local Government Code.
- C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and C&G.

### 3.02 Authority

This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas.

### 3.03 Vesting of Rights

The City hereby acknowledges that the Development Plan attached hereto as Exhibit "B" constitutes a Plan for Development of the Property in accordance with Chapter 245 of Texas Local Government Code and the City will consider any further applications or approvals necessary for development of the Property based solely on the Governing Regulations and this Agreement.

### 3.04 Actions Performable

The City and the Owner agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

### 3.05 Governing Law; Venue; Attorney Fees

The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. Venue for any dispute shall be in Hays County, Texas. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

### 3.06 Severability

If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

### 3.07 Entire Agreement

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

### 3.08 Exhibits

All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

**3.09 Interpretation**

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

**3.10 Notice**

Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager  
City of San Marcos  
630 E. Hopkins Street  
San Marcos, Texas 78666

Any notice mailed to C&G shall be addressed to:

C&G Development  
P.O. Box 1171  
San Marcos, Texas 78667

**3.11 Force Majeure**

Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

**3.12 Assignment**

This Agreement may be assigned by the Owner only with the prior written approval of the City Manager of the City.

**3.13 Authority**

The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. C&G represents and warrants that this Agreement has been approved by appropriate action of C&G and that the individual executing this Agreement on behalf of C&G has been authorized to do so.

**3.14 Default**

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the

default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute any action at law or in equity 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, subject to the limitations under Section 3.15 below.

### **3.15 Governmental Powers; Waiver of Immunity**

It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities, defenses or rights.

### **3.16 Recordation; Binding on Successors in Interest**

Pursuant to the requirements of Section 212.172(f) of Chapter 212, this Agreement shall be recorded in the Official Public Records of Hays County, Texas. This Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assignees; (c) the Property; and (d) future owners (regardless of whether reference is made only to C&G) of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots.

EXECUTED to be effective as of the Effective Date of May 1, 2012 first stated above.

**[SIGNATURES ON NEXT PAGE]**

CITY OF SAN MARCOS, TEXAS

By: [Signature]  
James R. Nuse, P.E., City Manager

C&G DEVELOPMENT, LTD

BY: THE CAFFEY-GRIBBON COMPANY, LLC,  
ITS GENERAL PARTNER

By: [Signature]  
Daniel M. Gribbon, Member

By: [Signature]  
Edward Caffey, Member

Acknowledgments

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on April 25, 2012, by Daniel M. Gribbon, Member of the Caffey-Gribbon Company, L.L.C., General Partner of C&G Development. Ltd., in such capacity, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on April 25, 2012, by Edward Caffey, Member of the Caffey-Gribbon Company, L.L.C., General Partner of C&G Development. Ltd., in such capacity, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on May 3, 2012, by James R. Nuse, P.E., City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

[Signature]  
Notary Public, State of Texas



	Bk	Vol	Pg
12015202	OPR	4358	460

EXHIBIT "A"  
Property Description  
(next page)

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RECORDING PURPOSES**

99.2 acres, more or less, in the John Williams Survey, A-490 and the T. J. Chambers Survey, A-2, Hays County, Tx. being described as all of that tract conveyed as "501.3 acres... save and except 57.14 acres" In a deed from Martha E. Holmes et al to C. & G. Development, Inc. and recorded in Volume 1360, Page 92 of the Hays County Official Public Records plus all of that 22 acre tract conveyed in a deed from Martha E. Holmes et al to C. & G. Development, Inc. and recorded in Volume 1360, Page 113 of the Hays County Official Public Records; LESS and EXCEPT all of that 326.3 acre tract described in a deed from C. & G. Development, Ltd. to the City of San Marcos and recorded in Volume 1922, Page 338 of the Hays County Official Public Records; LESS and EXCEPT all of that 5.2741 acre tract describe in a deed from C. & G. Development, Ltd. to the City of San Marcos and recorded in Volume 3268, Page 320 of the Hays County Official Public Records; LESS and EXCEPT all of that 4.82 acre tract describe in a deed from C. & G. Development, Ltd. to the City of San Marcos and recorded in Volume 3268, Page 330 of the Hays County Official Public Records; LESS and EXCEPT all of that 0.571 acre tract describe in a deed from C. & G. Development, Ltd. to the City of San Marcos and recorded in Volume 3792, Page 431 of the Hays County Official Public Records; LESS and EXCEPT all of that 900 square foot (0.02acres) tract describe in a deed from C. & G. Development, Ltd. to the City of San Marcos and recorded in Volume 3279, Page 446 of the Hays County Official Public Records; and LESS and EXCEPT 29.97 acres being all the Ridge At Stonecliff Subdivision as recorded in Volume 8, Page 279 of the Hays County Plat Records.

**EXHIBIT "B"**  
**Development Plan**  
**(next page)**

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RECORDING PURPOSES**





**EXHIBIT "C"**  
**Lift Station Cost Estimate**  
**(next page)**

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RECORDING PURPOSES**

3206 Yellowpine Terrace  
Austin, Texas 78757  
Cell: 512-650-6800  
skramsey53@att.net

**Ramsey Engineering, LLC**  
Civil Engineering - Consulting  
TBPE Firm No. F-12606



C&G DEVELOPMENT TRACTS  
WONDER WORLD DRIVE AT CRADDOCK AVENUE  
PUBLIC WASTEWATER IMPROVEMENTS  
ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION AND PROJECT COST

MARCH 9, 2012

Item No.	Description	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$ 10,000.00	\$ 10,000
2	Clearing and Grubbing	1.0 AC	\$ 3,000.00	\$ 3,000
3	112 GPM Lift Station, 12+/-Foot Depth, 6+/- Foot Diameter Wet Well, 2 Pumps, 3-Phase Electrical, Telemetry and Odor Control	1 LS	\$ 110,000.00	\$ 110,000
4	4" PVC Force Main, All Depths	2,770 LF	\$ 20.00	\$ 55,400
5	Force Main Road Bore of Wonder World Drive, 12" Steel Encasement Pipe	220 LF	\$ 200.00	\$ 44,000
6	Trench Safety	2,550 LF	\$ 2.00	\$ 5,100
7	Lift Station Perimeter Fence with Gate	225 LF	\$ 25.00	\$ 5,625
8	1" Water Service For Lift Station	100 LF	\$ 15.00	\$ 1,500
9	1" Water Meter and Box	1 EA	\$ 2,000.00	\$ 2,000

C&G Development Tracts  
 Public Wastewater Improvements  
 March 9, 2012  
 Page 2

	Estimated Quantity	Unit Price	Total Cost
10	1 EA	\$ 2,000.00	\$ 2,000
11	100 LF	\$ 10.00	\$ 1,000
12	1 EA	\$ 1,500.00	\$ 1,500
13	2,800 LF	\$ 3.00	\$ 8,400
14	100 LF	\$ 30.00	\$ 3,000
15	9,000 SY	\$ 1.00	\$ 9,000
		Subtotal Construction Cost	\$261,525
		+ 15% Contingency	\$ 39,229
		Total Construction Cost	\$300,754

Professional Services Fees (18.0%) \$ 54,136  
 (Includes Engineering, Surveying and Geotechnical.  
 Environmental and Archaeological Assessment by Wonder World Drive  
 And Buie Tract Subdivision.)  
 Special Services - Purgatory Creek Trib. 100-Year Floodplain Analysis \$ 10,000  
 COSM Watershed Protection Plan Phase I Permit Fee \$ 2,000 Est.  
 TCEQ Sewage Collection System Plan Fee \$ 2,000 Est.  
 TCEQ TPDES Permit Fee \$ 325

C&G Development Tracts  
Public Wastewater Improvements  
March 9, 2012  
Page 3

Total  
Cost  
\$ 2,500 Est.  
\$ 4,511

COSM Public Improvements Construction Plan Review Fee  
COSM Construction Inspection Fee  
(At 1.5% of Construction Cost)

TOTAL PROJECT COST

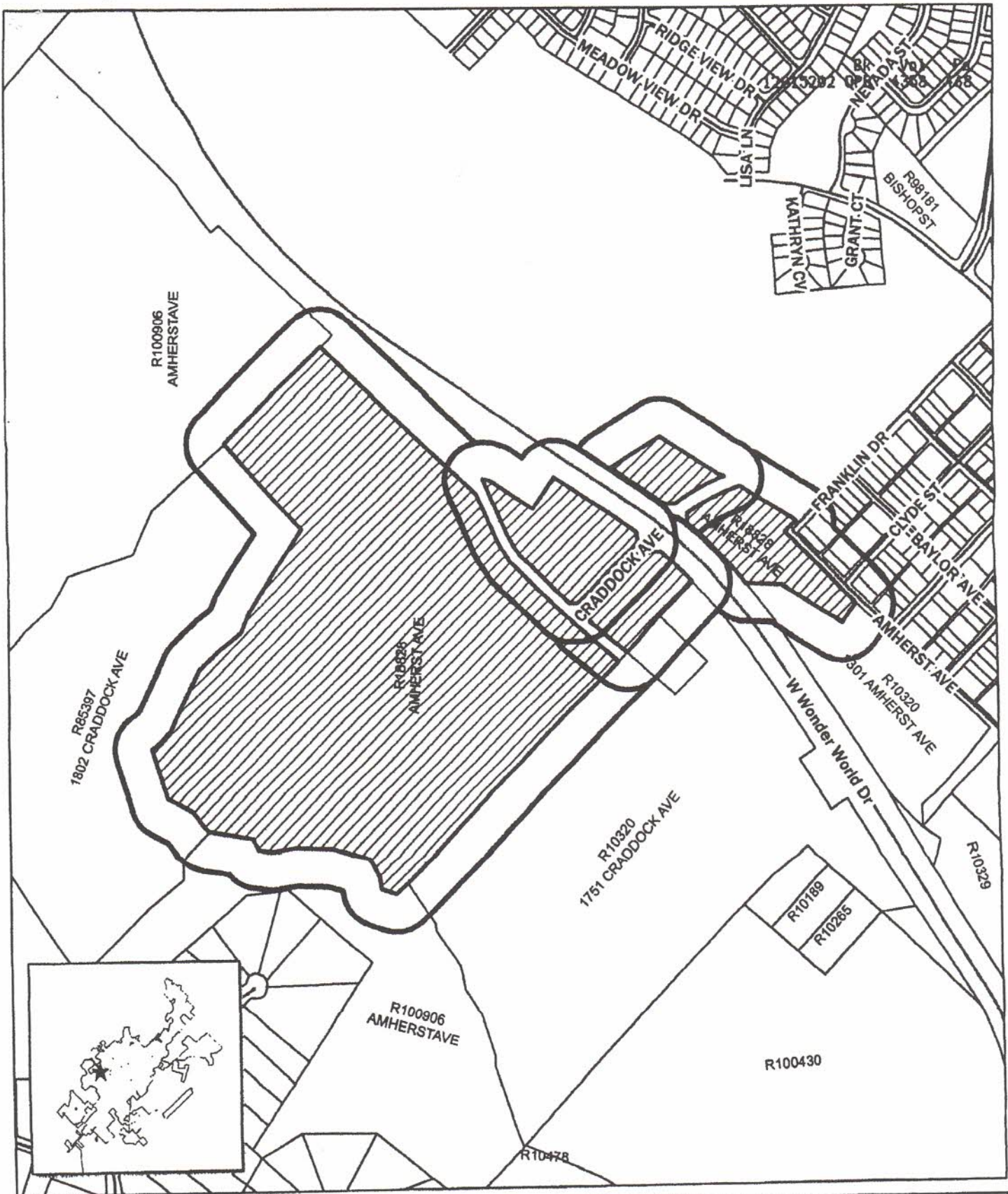
\$376,226

Note: 1. Existing access road from Craddock Avenue to  
Purgatory Park to be utilized for lift station access.

3/9/12



*Stephen Ramsey*



**PDA-10-02**  
**C&G Development**  
**R18828/R124345**  
**Map Date: 1/14/11**



Notification Buffer  
 (200 feet)  
 Site Location  
 Historic District

This map was created by Development Services for reference purposes only. No warranty is made concerning the map's accuracy or completeness.



METES AND BOUNDS DESCRIPTION  
FOR A 5.64 ACRE TRACT OF LAND  
EXHIBIT "A"

Being a 5.64 of an acre tract of land located in the T.J. Chambers Survey, Abstract No. 2, Hays County, Texas, being that part of a called 501.30 acre tract of land, recorded in Volume 1360, Pages 92-112, Official Public Records, Hays County, Texas, said 5.64 acre tract of land being more particularly described as follows:

BEGINNING: At a found ½" iron rod stamped "TXDOT" marking the West corner of the herein described tract, also lying in the flare corner of the Northeast side of Wonder World Drive and the Southwest side of Craddock Avenue;

THENCE, N 01°04'55" E, along the West line of the herein described tract and the flare corner of said right of way, a distance of 52.32 feet to a found ½" iron rod, marking the Northwest corner of the herein described tract and also lying in the Southwest right of way line of Craddock Avenue;

THENCE, along the Northwest line of the herein described tract, also being the Southwest right of way line of Craddock Avenue the following two (2) calls:

1. with the arc of a curve to the right, having a radius of 914.00 feet, an arc length of 277.84 feet and having a chord bearing and distance of N 61°59'57" E, 276.82 feet to a set ½" iron rod stamped "HMT" to a point marking the end of the curve;
2. N 70°47'27" E, a distance of 41.78 feet to a found ½" iron rod marking the North corner of the herein described tract, also being the West corner of a called 8.124 acre tract, called Tract 1, recorded in Document No. 19040950, Deed Records, Hays County, Texas, also lying the Southwest right of way line of Craddock Avenue;

THENCE, departing Craddock Avenue, with the North line of said 501.30 acre tract, S 56°22'52" E, a distance of 325.58 feet to a found ½" iron rod with a yellow cap, marking the South corner of said 8.124 acre tract, and a point for a corner of the herein described tract, also being a point for a corner of a called 7.3 foot residue strip, recorded in Volume 59, Page 184, Plat Records, Hays County, Texas;

THENCE, S 43°46'39" W along the common line of said 7.3 foot residue strip and the 501.30 acre tract, a distance of 58.88 feet to a set ½" iron rod stamped "HMT" to a point for a corner of the herein described tract and the West corner of said 7.3 foot residue strip and an inner ell corner of said 501.30 acre tract;

THENCE, along the Southwest line of said 7.3 foot residue strip and a Northeast line of said 501.30 acre tract, and the Northwest right of way line of Amherst Avenue, platted in Westover Addition, recorded in Volume 59, Page 184 of the Hays County Plat records, (No R.O.W. width given and there is no improved road along the South portion of Block 1, in this location at time of survey) the following six (6) calls:

1. S 43°52'54" E, a distance of 255.04 feet to a found 4" Cedar Fence Post;
2. S 20°05'50" E, a distance of 20.28 feet to an 18" Elm Tree;
3. S 39°37'36" E, a distance of 59.91 feet to a found fence post;
4. S 57°41'26" E, a distance of 54.87 feet to a set ½" iron rod stamped "HMT";



ENGINEERING & SURVEYING

290 S. Castell Avenue, Ste. 100  
New Braunfels, TX 78130  
(830) 625-8555  
TBPE-FIRM F-10961  
TBPLS FIRM 10153600

- 5. S 44°08'03" E, a distance of 127.71 feet to a found 6" Cedar Fence Post;
- 6. S 40°28'04" E, a distance of 42.40 feet to a found 12" Cedar Fence Post marking the East corner of the herein described tract and the Easternmost corner of said 501.30 acre tract, also being a North corner of a called 17.80 acre tract, recorded in Volume 110, Page 639, Deed Records, Hays County, Texas, and a point for a corner in the Southwest right of way line of Amherst Avenue;

THENCE, along the common line of said 501.30 acre tract and said 17.80 acre tract the following three (3) calls:

- 1. S 48°34'45" W, a distance of 93.10 feet to a found 6" Cedar Fence Post;
- 2. N 58°00'57" W, a distance of 367.60 feet to a found 6" Cedar Fence Post;
- 3. S 83°17'44" W, a distance of 214.26 feet to a found Mag Nail stamped "Byrn" at the base of a fence post, marking a Southwest corner of the herein described tract, also being the West corner of a said 17.80 acre tract and lying in the Northeast right of way line of Wonder World Drive;

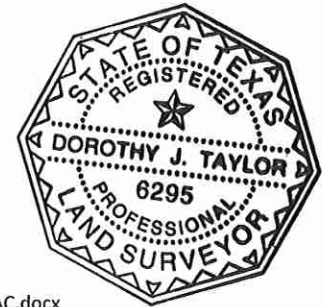
THENCE, along the Southwest line of the herein described tract and the Northwest right of way line of Wonder World Drive, with the arc of a curve to the left, having a radius of 2964.79 feet, an arc length of 443.57 feet and having a chord bearing and distance of N 43°36'12" W, 443.15 feet to the POINT OF BEGINNING, containing 5.64 acres of land in Hays County, Texas;

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Field work and Boundary Date: March 2022, M&B written July 3, 2023.  
Reference survey of said 5.64 acre tract of land prepared May 26, 2022.

Dorothy J. Taylor  
Registered Professional Land Surveyor No.6295

7-3-23



S:\Projects\383 - C&G Development\003 - Northeast Tract of Craddock Ave. & Ranch Road 12\M&B's\5.64 AC.docx