

PREFERRED SCENARIO MAP AMENDMENT APPLICATION



Updated: March, 2023

CONTACT INFORMATION

Applicant's Name	Shannon Mattingly	Property Owner	see attached multiple
Company	Drenner Group	Company	
Applicant's Mailing Address	2705 Bee Cave Road, Ste. 100, Austin, Texas 78746	Owner's Mailing Address	
Applicant's Phone #	830-807-2900	Owner's Phone #	
Applicant's Email	smattingly@drennergroupp.com	Owner's Email	

PROPERTY INFORMATION

Subject Property Address(es): multiple properties (see Attached)

Legal Description: Lot _____ Block _____ Subdivision _____

Total Acreage: 1.13 Tax ID #: R34773, R141054, R133230

Existing Preferred Scenario Designation: Existing neighborhood

Existing Zoning: MF 12, MF18, MF24 Existing Land Use(s): _____

DESCRIPTION OF REQUEST

Proposed Preferred Scenario Designation: High Intensity, Neighborhood-high (proposed plan)

Proposed Zoning: CD-5D Proposed Land Use(s): Student housing

Reason for the Change: Request to change high intensity in order to match the intensity of the existing zoning to multifamily

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee \$1,000 plus \$150 per acre

Technology Fee \$15

MAXIMUM COST \$5,015

Submittal of this digital Application shall constitute as acknowledgment and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

**AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS**

The City of San Marcos Development Code requires public notification in the form of notification signs on the subject property, published notice, and / or personal notice based on the type of application presented to the Planning Commission and / or City Council.

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. ***It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.***
- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be \$150 plus a \$15 technology fee.***
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be \$150 plus a \$15 technology fee.***

I have read the above statements and agree to the required public notification, as required, based on the attached application. The City's Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.

Signature: _____



Date: _____

08/02/23

Print Name: _____

Shannon Mattingly

PROPERTY OWNER AUTHORIZATION

I, Peggy Taylor (owner name) on behalf of _____ (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 421/419 North St, San Marcos TX (address).

I hereby authorize Shannon Mattingly (agent name) on behalf of Drenner Group (agent company) to file this application for zoning, cwp, psa and alternative compliance (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: Peggy Taylor Date: 7-17-23

Printed Name, Title: Peggy Taylor

Signature of Agent: Shannon Mattingly Date: 7-17-23

Printed Name, Title: Shannon Mattingly, Director

Form Updated October, 2019

PROPERTY OWNER AUTHORIZATION

I, Peggy Taylor (owner name) on behalf of _____ (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 413 Lindsey st, San Marcos TX (address).

I hereby authorize Shannon Mattingly (agent name) on behalf of Dienner Group (agent company) to file this application for Zoning, CUP, psn and alternative compliance (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: Peggy Taylor Date: 7-17-23

Printed Name, Title: Peggy Taylor

Signature of Agent: Shannon Mattingly Date: 7-17-23

Printed Name, Title: Shannon Mattingly, Director

Form Updated October, 2019

PROPERTY OWNER AUTHORIZATION

I, Daryl Burtschell (owner name) on behalf of _____

(company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
409 North Street, San Marcos, TX 78666 (address).

I hereby authorize Shannon Mattingly (agent name) on behalf of
Drenner Group (agent company) to file this application for
Zoning, CUP, PSA, and Alternative Compliance (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner:  Date: 7/17/23

Printed Name, Title: Daryl Burtschell

Signature of Agent:  Date: 7/17/23

Printed Name, Title: Shannon Mattingly

Form Updated October, 2019

DRENNER GROUP

Shannon Mattingly
direct dial: (512) 807-2904
smattingly@drennergroupp.com

September 5, 2023

Amanda Hernandez
Planning Director, City of San Marcos
630 East Hopkins
San Marcos, TX 78666

Via Electronic Delivery

Re: PSA 23-02, ZC 23-19, CUP 23-22, AC 23-09– Preferred Scenario Map Amendment, Rezoning, Conditional Use Permit and Alternative Compliance request applications for the approximately 2.557 acre property located at southeast corner of North and Lindsey Street in the City of San Marcos, Hays County, Texas (the “Property”)

Dear Ms. Hernandez:

As representatives of the owner of the Property, we respectfully submit the enclosed package that includes a Preferred Scenario Map Amendment Application, a Rezoning Application, a Conditional Use Permit Application for purpose-built student housing with a reduction in parking to 0.75 and an Alternative Compliance request to allow up to 7 stories. The Property consists of 2.557 acres and is located adjacent to Texas State University (the “University”) at the southeast corner of North Street and Lindsey Street in the City of San Marcos, Texas.

The purpose of these applications is to change the Preferred Scenario map for the Property from Existing Neighborhood to High Intensity per the currently adopted comprehensive plan or Neighborhood High per the proposed unadopted comprehensive plan. The Property is intended to be redeveloped with a student housing project. The Property is currently zoned multi-family and is surrounded by the University, other multi-family and sorority houses. The Property not adjacent to residential. Currently, 0.626 acres of the Property is zoned CD-5D. We are requesting that the remaining 1.931 acres of property be rezoned to CD-5D to have consistent zoning on all lots to accommodate a student housing project.

We believe that this location is ideal to accommodate the increased student population, and the need for student housing adjacent to the University. Therefore, we are requesting a CUP for purpose-built student housing and a reduction in parking spaces as part of the CUP. We recognize that most students will bring a car to campus, therefore we are proposing a parking

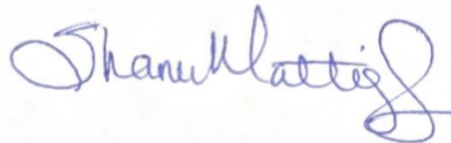
structure to accommodate the vehicles of the students. We commissioned a student housing evaluation to determine the parking utilization rates at comparable student housing properties located within one mile of the site. Our survey covered 10 properties that contained a total of 4,302 beds in 1,730 units. At these 10 properties, there are 3,230 parking spaces available to students. The average number of spaces per bed is 0.75 and the average vacancy rate is 10%, however, the majority of the vacant spaces are at the two most “overparked” projects, Sanctuary Lofts and Vie Lofts. Based on the current occupancy rates, the current ratio of spaces leased per leased bed is 0.69. Our project is proposing a parking ratio of 0.75, which has been determined to be more than we need to accommodate the project as a whole. The City’s recently adopted city-wide booting ordinance will also help to discourage students to park within the neighborhoods and the new proposed transit routes should also help to decrease traffic by allowing students an alternative to driving to get to areas outside of downtown. The adjacency to the University is an ideal location for this product type allowing students to walk across the street and be on campus.

We are also requesting an alternative compliance to increase the height of the project from 5 to 7 stories. This project is outside of the downtown area immediately adjacent to the University. We have provided a 3D rendering to show the height of the building as it related to surrounding properties. In order to serve the needs of the University student population given the limited number of sites that exist that are across from the University and not adjacent to single family, an increase in height is necessary to get the density to make the project beneficial for all.

This project is ideal, due to its location adjacent to campus, its proximity to services within the downtown area that are walkable. It will include an improved pedestrian experience with a well-connected network of streets to accommodate the increased walkability of students without the need to drive to class or to access their cars for work or to shop or access other services.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,



Shannon Mattingly

**Preferred Scenario Exhibit and Parcel Information
McLain Multifamily**



TRACT	Parcel Number	Property Owner	Mailing Address	Property Address	Lot	Block	Subdivision	Acreage	Preferred Scenario (Existing)	Existing Zoning	Proposed Zoning
A	R34773	Peggy and Brett Taylor	PO Box 40 Martindale, TX 78655-0040	421 Lindsey Street	Part of 10 & 11	14	Lindsey and Harvey Addition	0.301	Existing Neighborhood	MF-24	CD-5D
B	R141054	Peggy and Brett Taylor	PO Box 40 Martindale, TX 78655-0040	413 & 419 North Street	9-A	14	Lindsey and Harvey Addition	0.49	Existing Neighborhood	MF-18	CD-5D
C	R133230	Daryl Burttschell	2301 Willow Arbor San Marcos, TX 78666	499 North Street	4A	14	Lindsey and Harvey Addition	0.339	Existing Neighborhood	MF-12	CD-5D

DESCRIPTION

DESCRIPTION OF A 1.139 ACRE TRACT OF LAND BEING ALL OF LOT 9-A BLOCK 14 OF THE LINDSEY AND HARVEY ADDITION AS RECORDED IN BOOK 17 PAGE 221 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS AND BEING FURTHER DESCRIBED IN A GENERAL WARRANTY DEED WITH A VENDOR'S LIEN TO BRETT S. TAYLOR AND WIFE PEGGY J. TAYLOR AS RECORDED IN VOLUME 2180 PAGE 708 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF LOT 4A BLOCK 14 AS SHOWN ON THE AMENDED PLAT OF LOTS 3,4,5,10, & 11 BLOCK 14 OF THE LINDSEY AND HARVEY ADDITION AS RECORDED IN VOLUME 15 PAGE 308 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED IN A WARRANTY DEED WITH A VENDOR'S LIEN TO DARYL BURTTSCHELL AND WIFE HEATHER BURTTSCHELL AS RECORDED IN VOLUME 3550 PAGE 883 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF A CALL 0.3141 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED WITH A VENDOR'S LIEN TO BRETT S. TAYLOR AND WIFE PEGGY J. TAYLOR AS RECORDED IN VOLUME 1891 AND 294 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.139 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND DISTANCES BEING GRID BASED ON NAD83/2018 ADJUSTMENT TEXAS SOUTH CENTRAL ZONE 4204:

BEGINNING at a 1" iron pipe found at the southwest corner of the intersection of North Street (variable width right of way) with Lindsey Street (variable width right of way) and being the northeast corner of said Lot 9-A Lindsey and Harvey Addition;

THENCE departing the south right of way line of Lindsey Street and with the west right of way line of North Street being common with the east line of said Lot 9-A **S 08°43'23" E** for a distance of **136.02** feet to a ½" iron rod with cap stamped "Cardinal Surveying" set monumenting the southeast of said Lot 9-A and the northeast corner of Lot 4A Block 14

THENCE continuing with the said west right of way of North Street being common with the east line of said Lot 4A Block 14 **S 08°42'08" E** for a distance of **80.73** feet to a ½" iron rod with cap stamped "Cardinal Surveying" set monumenting the southeast corner of said Lot 4A Block 14 and the northeast corner of Lot 3A Block 14 as described in a Warranty Deed to the Delta Zeta Housing Corporation as recorded in Volume 1321 Page 56 of the Official Public Records of Hays County, Texas;

THENCE departing the said west right of way line of North Street with the south lines of Lot 4A Block 14 being common with the north lines of said Lot 3A Block 14 the following two (2) courses and distances;

1. **S 81°19'27" W** for a distance of **88.34** feet to an iron rod with cap found at the base of a stone wall,

2. **S 71°21'03" W** for a distance of **101.00** feet to an iron rod with cap found at the base of a stone wall, monumenting the northwest corner of Lot 3A and the southwest corner of Lot 4A, said iron rod with cap being in the east line of Lot 8 Block 14 as described in a General

Warranty Deed to 427 Lindsey Street Partnership LTD as recorded in Volume 1724 Page 523 of the Official Public Records of Hays county, Texas,

THENCE departing the said north line of Lot 3A with a line common to the east line of Lot 8 Block 14 **N 44°08'09" W** for a distance of **58.38** feet a ½" iron rod found monumenting the southwest corner of the said 0.3141 acre tract being part of Lots 10 and 11 Block 14 of the Lindsey and Harvey Addition as recorded in Book E Page 416 of the Deed Records of Hays County, Texas, and being the northwest corner of Lot 4A Block 14;

THENCE continuing with the said east line of Lot 8 Block 14 being common with the west line of the said 0.3141 acre tract **N 46°26'03" W** for a distance of **105.12** feet to a ½" inch iron rod found in the south right of way line of Lindsey Street monumenting the northeast corner of Lot 8 Block 14 and the northwest corner of the said 0.3141 acre tract

THENCE with the south right of way line of Lindsey Street being common with the north line of the 0.3141 acre tract **N 44°03'29" E** for a distance of **140.56** feet to a ½" iron rod with cap stamped "Cardinal Surveying" set monumenting the northeast corner of the 0.3141 acre tract and the northwest corner of said Lot 9-A;

THENCE continuing with the said south right of way line of Lindsey Street being common with the north line of Lot 9-A **N 75°15'52" E** for a distance of **175.02** feet to the **POINT OF BEGINNING** of the herein described tract and containing 1.139 acres of land more or less.



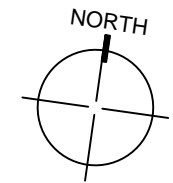
David Paul Carr
August 13, 2023



MCLAIN TRACT
SAN MARCOS, TX

ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION
KELLY GROSSMAN
ARCHITECTS, L.L.C.
280 ADDIE ROY ROAD SUITE 210 AUSTIN, TEXAS 78746 PH: +1.512.227.3397

SITE PLAN- FLOOR 1



0 15' 30' 60'
SCALE= 1" = 30'-0"
IF THIS BAR SCALE DOES NOT MEASURE 2", THEN THE DRAWING IS NOT TO SCALE.

7 STORY

BLDG #	FLOOR	TYPE	A1	B1	B2	D1	TOTAL	# of BEDS	
1	LL1	IA	0	1	1	1	3	8	
1	1	IIIA	2	3	3	5	13	34	
1	2	IIIA	2	4	3	5	14	36	
1	3	IIIA	2	4	3	5	14	36	
1	4	IIIA	2	4	3	5	14	36	
1	5	IIIA	2	4	3	5	14	36	
1	6	IIIA	2	4	3	5	14	36	
1	7	IIIA	2	2	2	4	10	26	
<hr/>									
2	LL1	IA	0	4	0	2	6	16	
2	1	IIIA	0	7	0	4	11	30	
2	2	IIIA	0	7	0	4	11	30	
2	3	IIIA	0	7	0	4	11	30	
2	4	IIIA	0	7	0	4	11	30	
2	5	IIIA	0	7	0	4	11	30	
2	6	IIIA	0	7	0	4	11	30	
2	7	IIIA	0	3	0	2	5	14	
<hr/>									
3	1	IA	4	10	4	8	26	64	
3	2	IIIA	4	11	4	8	27	66	
3	3	IIIA	4	11	4	8	27	66	
3	5	IIIA	4	11	4	8	27	66	
3	5	IIIA	4	11	4	8	27	66	
3	6	IIIA	4	11	4	8	27	66	
3	7	IIIA	4	11	4	8	27	66	
TOTAL		0	42	151	49	119	361	918	
			11.6%	41.8%	13.6%	33.0%	100.0%		

BLDGS 1&2
458 BEDS

BLDG 3
460 BEDS
188 UNITS

UNIT	TYPE	QTY	SF/UNIT	TOTAL SF
A1	1br	42	600	25,200
B1	2br	151	900	135,900
B2	2br	49	1,000	49,000
D1	4br	119	1,400	166,600
TOTAL		361		210,100
AVERAGE UNIT SF				582

	bldg	2	3
Garage	LL 2	52	98
	LL 1	48	98
	Level 1	52	0
	Level 2	52	0
	Level 3	52	0
	Level 4	52	0
	Level 5	52	0
	Level 6	52	0
	Level 7	52	0
	Level 8	52	0
PARKING PROVIDED		516	196

PARKING PER BED: 1.13 0.43

Overall
712 SPACES
0.78



Important Notice

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas comm**law**.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USER OF THE ATTACHED TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE T-7
Issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Old Republic National Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued through the Office of:
Old Republic National Title Insurance Company
4200 Westheimer Rd, Ste 150
Houston, TX 77027
Phone: 713-482-2800

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary



SCHEDULE A

Diane Murphy

RH1/ TD:

Effective Date: April 18, 2023, 8:00 A.M.

G.F. No. or File No. **23002249**

Issued Date: May 1, 2023

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$3,400,000.00
PROPOSED INSURED: Kenyon Companies LLC
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
[Brett S. Taylor and Peggy J. Taylor](#)

4. Legal description of land:
Tract 1:

Lot 9-A, LINDSEY AND HARVEY ADDITION, according to the map or plat thereof, recorded in [Volume 17, Page 221](#), Plat Records, Hays County, Texas.

Tract 2:

Part of Lots Nos. Ten (10) and Eleven (11), Block Fourteen (14), LINDSEY AND HARVEY ADDITION to the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded [Volume "E", page 416](#), Deed Records of Hays County, Texas, more fully described in Exhibit "A" attached hereto.

A tract of land containing 0.3141 acres out of and part of Lot Ten (10) and Lot Eleven (11), Block Fourteen (14), Lindsey and Harvey Addition to the City of San Marcos, Hays County, Texas, according to the plat recorded in Volume E, Page 416, Hays County Deed Records, said 0.3141 acres being the same tract (called 0.309 acres) as conveyed and recorded in Volume 1081, Page 628, Official Public Records Hays County, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the southeast ROW of Lindsey Street for the northeast corner of Lot 12, Block 14,

Lindsey and Harvey Addition, the northwest corner of the aforementioned Lot 11, Lindsey and Harvey Addition and for the northwest corner of the herein described tract;

THENCE N 44° 17' 20" E, following the Lindsey Street ROW and the northwest line of Lot 11, a distance of 140.63 feet to a 1/2" iron set for the northeast corner of this tract and the northwest corner of the Ball Tract as recorded in Volume 1346, Page 503, Official Public Records Hays County, and at 83.33 feet passing the original shared corner between Lot 11 and Lot 10;

THENCE S 23° 40' 12" E, leaving the ROW and entering Lot 10, a distance of 137.40 feet to a 1/2" iron rod found for the southeast corner of this tract, the southwest corner of the Ball Tract and located in the north line of the Musgrave Tract as described in Volume 986, Page 897, Official Public. Records Hays County;

THENCE S 58° 15' 03" W, traversing across Lot 10 and Lot 11, a distance of 92.63 feet to a 1e" iron rod found in the southwest line of Lot 11 for the southwest corner of this tract, the northwest corner of the Musgrave Tract and being N 45° 15' 51" W, a distance of 58.20' from the southeast corner of the aforementioned Lot 12;

THENCE N 45° 15' 51" W, following the southwest line of Lot 11, a distance of 105.01 feet to the POINT OF BEGINNING, containing 0.3141 acres.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'."
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. Rights of parties in possession. (Owner Policy only.)

- b. Rights of Lessees under the terms of any unrecorded Leases.
- c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land. *(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)*
- d. 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.
- e. Public Utility easement 10 feet in width along the North and East property line(s) as shown by the plat recorded in [Volume 17, Page 221](#), Plat Records, Hays County, Texas. (Tract 1)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust dated January 31, 2019, recorded in Hays County Clerk's File No(s). [19003575](#), Official Public Records of Hays County, Texas, executed by Brett S. Taylor and Peggy J. Taylor, husband and wife, to Morton W. Baird II, Trustee(s), securing the payment of one note filed February 5, 2019 in the sum of \$340,000.00, payable to Randolph-Brooks Federal Credit Union. (Tract 2)
6. Deed of Trust dated May 28, 2021, recorded in Hays County Clerk's File No(s). [21029001](#), Official Public Records of Hays County, Texas, executed by Brett S. Taylor and Peggy J. Taylor, husband and wife, to Morton W. Baird II, Trustee(s), securing the payment of one note filed June 1, 2021 in the sum of \$360,000.00, payable to Randolph-Brooks Federal Credit Union. (Tract 1)
7. Deed of Trust dated August 5, 2021, recorded in Hays County Clerk's File No(s). [21042706](#), Official Public Records of Hays County, Texas, executed by Brett S. Taylor and Peggy J. Taylor, husband and wife, to Morton W. Baird II, Trustee(s), securing the payment of one note filed August 5, 2021 in the sum of \$240,000.00, payable to Randolph-Brooks Federal Credit Union. (Tract 1)
8. Company requires determination of the marital status of Record Owner and recitation of same on any instrument(s) of conveyance.
9. Company must be furnished a satisfactory current survey together with a complete metes and bounds legal description to be reviewed by this company prior to the issuance of any title policy for the proposed transaction.

NOTE TO ALL BUYERS, SELLERS BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. THE TEXAS DEPARTMENT OF INSURANCE

HAS ADOPTED PROCEDURAL RULE P-27 WHICH WILL REQUIRE THAT "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUNDS ACCOUNT. "GOOD FUNDS" IS DEFINED AS:

- a. Cash or wire transfers;
- b. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
- c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.
- d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.
- e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.
- f. Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
- g. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
- h. State of Texas Warrants;
- i. United States Treasury Checks;
- j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution;
- k. Checks by city and county governments located in the State of Texas.

Countersigned



Authorized Signatory

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

G.F. No. or File No. 23002249

Effective Date: April 18, 2023, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY	JOHN M. DIXON	STEVE R. WALKER
DENNIS P. VAN MIEGHEM	ARNOLD L. STEINER	A. C. ZUCARO
RANDE K. YEAGER	JIMMY A. DEW	FREDERICKA TAUBITZ
STEVEN J. BATEMAN	CHARLES F. TITTERTON	SPENCER LEROY, III
PETER B. MCNITT	GLENN W. REED	CHARLES J. KOVALESKI
HARRINGTON BISCHOF		

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President	RANDE K. YEAGER, Executive Chairman
MARK A. BILBREY, CEO	JEFFERY J. BLUHM, Executive Vice President
CURTIS J. HOFFMAN, Executive Vice President	MARK M. BUDZINSKI, Executive Vice President
DANA C. SOLMS, Executive Vice President	PATRICK A. CONNOR, Executive Vice President
DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel	BENEDICT CORBETT, Vice President, Treasurer
GARY J. HORN, Executive Vice President	ROGER A. GAIO, Executive Vice President
CHERYL JONES, Executive Vice President	ROBERT E. ZELLAR, Executive Vice President
CHRIS G. LIESER, Executive Vice President	MICHAEL B. SKALKA, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

(a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows: Old Republic Title Insurance Companies, Inc.—100%

(b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows. Same as Section 1.

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent. Directors: Same as Section 1

The Officers are as follows:

CAROLYN J. MONROE, President	MARK A. BILBREY, CEO
CURTIS HOFFMAN, Executive Vice President	JEFFERSON C. WEBB, Vice President, Houston Div. Manager
AMY RODRIGUEZ, Vice President, DFW Div. Manager	DALE LEWIS, Vice President, San Antonio Div. Manager

Old Republic National Title Insurance Company

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is shown in Section 3 below.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy	\$15,967.00
Loan Policy	\$0.00
Total	\$15,967.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
--	---

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

-MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-678-1700 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

Old Republic National Title Insurance Company

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations and Exclusions.



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

I request deletion of the Arbitration provision.

Signature

Date

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact (713-682-4144).

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (713-682-4144).

Usted puede llamar al numero de telefono gratis de Old Republic National Title Insurance Company para informacion o para someter una queja al:

1-888-678-1700

Usted tambien puede escribir a Old Republic National Title Insurance Company:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Department de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de information y no se convierte en parte o condicion del documento adjunto.

AN "OUT-OF-COUNTY TITLE COMPANY" IS DEFINED TO BE A TITLE INSURANCE COMPANY, TITLE INSURANCE AGENT, OR ANY REPRESENTATIVE OR AGENT THEREOF, WHICH HAS NOT CONTRACTED WITH TITLE DATA TO ACCESS THE TITLE PLANT USED TO PREPARE A TITLE INSURANCE COMMITMENT. A LIST OF TITLE DATA'S SUBSCRIBERS IS AVAILABLE WWW.TITLEDATA.COM BY SELECTING THE *RESTRICTIONS* OPTION. THIS COVER LETTER *MUST* ACCOMPANY A TITLE INSURANCE COMMITMENT PROVIDED TO AN OUT-OF-COUNTY TITLE COMPANY

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment *if and only if* (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy *all* of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

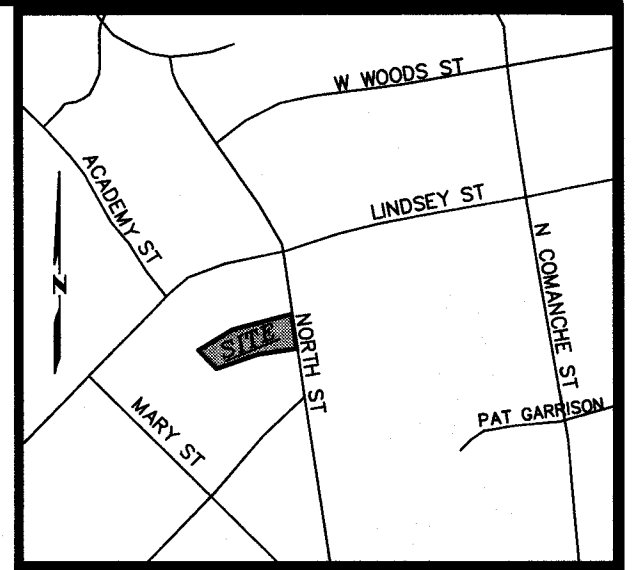
In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

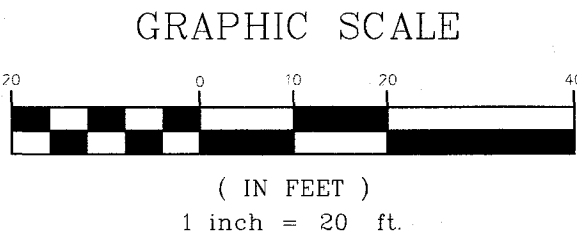
Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

PROPERTY ADDRESS:
409 NORTH STREET
SAN MARCOS, TEXAS 78666



NOT TO SCALE



LINDSEY & HARVEY ADDITION
VOLUME E, PAGE 416
D.R.H.C.T.

LOT 9-A LINDSEY & HARVEY ADDITION
BOOK 17, PAGE 221
P.R.H.C.T.

BRETT S. TAYLOR & PEGGY J. TAYLOR
VOLUME 2180, PAGE 708
O.P.R.H.C.T.

BRETT S. TAYLOR & PEGGY J. TAYLOR
VOLUME 1891, PAGE 294
O.P.R.H.C.T.

PART OF LOTS 10 & 11 BLOCK 14

AMENDING PLAT
LOTS 3,4,5,10 & 11 BLOCK 14
LINDSEY & HARVEY ADDITION
VOLUME 15, PAGE 308
P.R.H.C.T.

LOT 4A
0.339 ACRES

WARRANTY DEED W/VENDOR'S LIEN
DARYL BURTSCHHELL & HEATHER BURTSCHHELL
VOLUME 3550, PAGE 883
O.P.R.H.C.T.

DELTA ZETA HOUSING CORP
VOLUME 1321, PAGE 56
O.P.R.H.C.T.

LOT 3A BLOCK 14

DESCRIPTION

DESCRIPTION OF A 0.339 ACRE TRACT OF LAND BEING ALL OF LOT 4A AS SHOWN ON THE AMENDED PLAT OF LOTS 3,4,5,10, & 11 BLOCK 14 OF THE LINDSEY AND HARVEY ADDITION AS RECORDED IN VOLUME 15 PAGE 308 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED IN A WARRANTY DEED WITH A VENDOR'S LIEN TO DARYL BURTSCHHELL AND WIFE HEATHER BURTSCHHELL AS RECORDED IN VOLUME 3550 PAGE 883 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.339 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND DISTANCES BEING GRID BASED ON NAD83/2018 ADJUSTMENT TEXAS SOUTH CENTRAL ZONE 4204:

COMMENCING at a 1" iron pipe found at the southwest corner of the intersection of North Street (variable width right of way) with Lindsey Street (variable width right of way) and being the northeast corner of Lot 9-A Lindsey and Harvey Addition as recorded in Book 17 Page 221 of the Plat Records of Hays County, Texas, being the same tract as described in a General Warranty Deed with a Vendor's Lien to Brett S. Taylor and wife Peggy J. Taylor as recorded in Volume 2180 Page 708 of the Official Public Records of Hays County, Texas;

THENCE departing the south right of way line of Lindsey Street and with the west right of way line of North Street being common with the east line of said Lot 9-A S 08°43'23" E for a distance of 138.02 feet to a 1/2" iron rod with cap stamped "Cardinal Surveying" set monumenting the southeast of said Lot 9-A and the northeast corner of Lot 4A Block 14 and the POINT OF BEGINNING of the herein described tract;

THENCE continuing with the said west right of way of North Street being common with the east line of said Lot 4A S 08°42'08" E for a distance of 80.73 feet to a 1/2" iron rod with cap stamped "Cardinal Surveying" set monumenting the southeast of said Lot 4A and the northeast corner of Lot 3A Block 14 as described in a Warranty Deed to the Delta Zeta Housing Corporation as recorded in Volume 1321 Page 56 of the Official Public Records of Hays County, Texas;

THENCE departing the said west right of way line of North Street with the south lines of Lot 4A being common with the north lines of said Lot 3A the following two (2) courses and distances:

- S 81°19'27" W for a distance of 88.34 feet to an iron rod with cap found at the base of a stone wall,
- S 71°21'03" W for a distance of 101.00 feet to an iron rod with cap found at the base of a stone wall, monumenting the northwest corner of Lot 3A and the southwest corner of Lot 4A and of the herein described tract, said iron rod with cap being in the east line of Lot 8 Block 14 as described in a General Warranty Deed to 427 Lindsey Street Partnership LTD as recorded in Volume 1724 Page 523 of the Official Public Records of Hays County, Texas,

THENCE departing the said north line of Lot 3A with a line common to the east line of Lot 8 Block 14 N 44°08'09" W for a distance of 58.38 feet to a 1/2" iron rod found monumenting the southwest corner of a call 0.3141 acre tract being part of Lots 10 and 11 Block 14 of the Lindsey and Harvey Addition as recorded in Book E Page 416 of the Deed Records of Hays County, Texas and being fully described in a Warranty with Vendor's Lien to Brett S. Taylor and wife Peggy J. Taylor as recorded in Volume 1891 Page 294 of the Official Public Records of Hays County, Texas, and being northwest corner of Lot 4A and of the herein described tract;

THENCE departing the east line of said Lot 8 Block 14 with the south line of the part of Lots 10 and 11 Block 14 being common with the north line of Lot 4A and of the herein described tract N 58°11'26" E for a distance of 91.01 feet to a 1/2" iron rod found monumenting the southwest corner of the aforementioned Lot 9A and the southeast corner of said Lots 10 and 11 Block 14, and being an angle point in the north line of Lot 4A;

THENCE with the south line of said Lot 9A being common with a north line of Lot 4A N 75°09'07" E for a distance of 138.76 feet to the POINT OF BEGINNING of the herein described tract and containing 0.339 acres of land more or less.

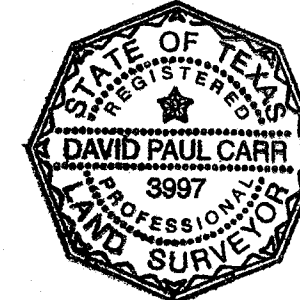
SURVEY NOTES:

BASIS OF BEARINGS IS GRID BASED ON GPS OBSERVATIONS FROM THE LEICA SMARTNET NAD 83/2018 ADJUSTMENT TEXAS PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE 4204. DISTANCES & COORDINATES SHOWN HEREON ARE GRID.

ACCORDING TO THE FEMA FLOOD MAP 48209C0389F DATED SEPTEMBER 2, 2005 THE SUBJECT TRACT LIES IN ZONE " X " UNSHADED AREA OF MINIMAL FLOOD HAZARD.

NO TITLE COMMITMENT FURNISHED AT THE TIME OF THE SURVEY.

- LEGEND**
- IRON ROD FOUND
 - IRON ROD W/ CAP FOUND
 - "IRSC (IRON ROD W/CAP SET)
 - ⊙ 1" INCH IRON PIPE FOUND
 - ⊖ UNKNOWN UTILITY
 - ⊖ POWER POLE
 - ⊖ DOWN GUY
 - WOOD PICKET FENCE
 - CHAINLINK FENCE
 - SIGN
 - SDWK. SIDEWALK
 - POST
 - () PLAT CALLS
 - P.R.H.C.T. PLAT RECORDS
 - HAYS COUNTY, TEXAS
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS
 - HAYS COUNTY, TEXAS



TO: MATT KENYON, DARYL BURTSCHHELL AND WIFE HEATHER BURTSCHHELL:

I DAVID PAUL CARR DO HEREBY CERTIFY THAT THE FOREGOING MAP IS OF A SURVEY PERFORMED BY ME PERSONALLY IN NOVEMBER 2020, AND IT SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF A CATEGORY 1A CONDITION II LAND TITLE SURVEY AS OUTLINED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING PUBLISHED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THAT THERE ARE NO PROTRUSION INTO OR OUT OF THE SUBJECT TRACT UNLESS SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENT INTO OR OUT OF DEDICATED EASEMENTS UNLESS SHOWN HEREON.

David Paul Carr
DAVID PAUL CARR R.P.L.S.
TEXAS REGISTRATION NO. 3997

Aug 3 2023
DATE

DATE	BY	REVISIONS

Cardinal
Surveying  Mapping

1405 Knoll Ridge Drive
Cedar Park, Texas 78613
(512) 284-5705
carrdp@gmail.com

TBPELS FIRM No. 10194078

CATEGORY 1A CONDITION II LAND TITLE SURVEY
LOT 4A BLOCK 14 LINDSEY & HARVEY ADDITION
VOLUME 15 PAGE 308
PLAT RECORDS HAYS COUNTY, TEXAS

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2008 80038674

Instrument Number: 2008-80038674

As

Recorded On: December 08, 2008

OPR RECORDINGS

Parties: MUSGRAVE ALVIN W JR

Billable Pages: 3

To BURTTSCHELL DARYL

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

OPR RECORDINGS	24.00
Total Recording:	24.00

***** 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: 2008-80038674
Receipt Number: 208202
Recorded Date/Time: December 08, 2008 03:46:54P
Book-Vol/Pg: BK-OPR VL-3550 PG-883
User / Station: L Curry - Cashiering #3

Record and Return To:

INDEPENDENCE TITLE
SAN MARCOS
SAN MARCOS TX 7866



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 hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

ITC/DOE/0816238-SMA

Bk Vol Pg
20038674 OPR 3550 884

12-8-08 (3)
24.00

After Recording Return To:
Independence Title Company

Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: December 6, 2008

Grantor: ALVIN W. MUSGRAVE, JR., owning, occupying and otherwise claiming other property as homestead

Grantor's Mailing Address: 18540 Castle Hill Drive
Morgan Hill, CA 95037

Grantee: DARYL BURTTSCHELL and HEATHER BURTTSCHELL, husband and wife

Grantee's Mailing Address: 2301 Willow Arbor
San Marcos, TX 78666

Consideration: Cash and a note of even date executed by Grantee and payable to the order of PROSPERITY BANK-35 in the principal amount of One Hundred Thirty One Thousand Two Hundred Fifty and 00/100 Dollars (\$131,250.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of PROSPERITY BANK-35 and by a first-lien deed of trust of even date from Grantee to DAVID ZALMAN, Trustee.

PROSPERITY BANK-35, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of PROSPERITY BANK-35 and are transferred to PROSPERITY BANK-35 without recourse against Grantor.

Property (including any improvements):

Being part of Lots 3, 4, 5, 9, 10 and 11, Block 14, LINDSEY AND HARVEY ADDITION, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume E, Page 416, corrected in Volume Z, Page 29, Deed Records, Hays County, Texas. Said tract of land being more particularly described by metes and bounds description shown in EXHIBIT "A" attached hereto and incorporated hereby for all purposes.

"EXHIBIT A"

FIELD NOTES DESCRIBING A PORTION OF LOTS 3, 4, 5, 9, 10, AND 11, BLOCK 14, LINDSEY AND HARVEY ADDITION A SUBDIVISION IN SAN MARCOS, TEXAS, IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORDED IN VOLUME E, PAGE 416, AND CORRECTED IN VOLUME Z, PAGE 29, DEED RECORDS OF SAID COUNTY AND BEING THAT PROPERTY DESCRIBED IN VOLUME 986, PAGE 897, OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron pipe found at the intersection of the south r.o.w. line of Lindsey Street and the west r.o.w. line of North Street same being the northeast corner of the Taylor Tract described in Volume 2180, Page 708, Official Public Records of said county;

THENCE along the west r.o.w. line of North Street and the east line of the Taylor Tract, South 08°00'00" East, 136.03 feet to a p.k. nail set in the south edge of a concrete wall for the northeast corner hereof and the POINT-OF-BEGINNING of this description;

THENCE continuing along the west r.o.w. line of North Street, South 08°00'00" East 80.70 feet to a ½ inch iron rod found at the northeast corner of Lot 3A, Block 14, of the Resubdivision of Lots 3 and 4, Block 14, of the Lindsey and Harvey Addition said Lot 3A, recorded in Volume 4, Page 140, Plat Records of said county for the southeast corner hereof;

THENCE along the north line of Lot 3A, and the south line of the herein described tract South 82°00'00" West, 88.40 feet to a cap iron rod set for an angle point hereof;

THENCE continuing along the north line of said Lot 3A, the south line of the herein described tract South 72°11'33" West, 101.00 feet to a cap iron rod found at the northwest corner of said Lot 3A, same being the common corners of Lindsey Street Partnership recorded in Volume 2016, Page 710, and also the Lindsey Street Partnership Tract recorded in Volume 1724, Page 523, for the Official Records of said county for the southwest corner hereof;

THENCE along the easterly line of the Lindsey Street Partnership Tract, North 43°33'49" West, 58.33 feet to a ½ inch iron rod found in the southwest corner of the Taylor Tract recorded in Volume 1891, Page 294, for the northwest corner hereof;



THENCE along the south line of the Taylor Tract, North 58°54'13" East, 91.17 feet to a ½ inch iron rod found for the southeast corner of the Taylor Tract for an angle point hereof;

THENCE along the south line of the Taylor Tract described in Volume 2180, Page 708, and the north line of the herein described tract, North 75°55'19" East, 138.77 feet to the PLACE OF BEGINNING.

Bearing Basis iron pipe found at the northeast corner of the Taylor Tract recorded in Volume 2180, Page 708, and the southeast corner of the Alvin W. Junior Musgrave Tract recorded in Volume 986, Page 897, same being the southeast corner of the herein described tract (South 08°00'00", East) distance of 216.73.

FIELD NOTES ONLY TO BE USED WITH THE ATTACHED PLAT.

R1201308
12/03/08

Issue Date 7/14/2023

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail Suite 1120
San Marcos TX 78666
Phone 512-393-5545 Fax 512-393-5547

This certificate includes tax years up to 2022

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos

SSM - San Marcos CISD
GHA - Hays County

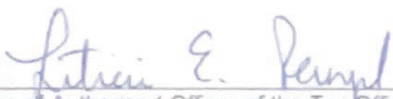
Property Information		Owner Information	
Property ID 11-4950-1400-01000-3		Owner ID 09133693	
Quick-Ref ID R34773		TAYLOR BRETT S & PEGGY J	
	Value Information	P O BOX 40	
421 LINDSEY SAN MARCOS 78666	Land HS \$0.00	MARTINDALE, TX 78655-0040	
	Land NHS \$210,290.00	Ownership: 100.00%	
	Imp HS \$0.00		
LINDSEY & HARVEY	Imp NHS \$0.00		
ADDITION, BLOCK 14, LOT	Ag Mkt \$0.00		
PT OF 10-11, ACRES 0.301	Ag Use \$0.00		
	Tim Mkt \$0.00		
	Tim Use \$0.00		
	HS Cap Adj \$0.00		
	Assessed \$210,290.00		

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s):

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2022	2,384.23	0.00	0.00	0.00	0.00
RSP	2022	36.80	0.00	0.00	0.00	0.00
GHA	2022	620.35	0.00	0.00	0.00	0.00
CSM	2022	1,268.04	0.00	0.00	0.00	0.00

Total for current bills if paid by 7/31/2023 : \$0.00
Total due on all bills 7/31/2023 : \$0.00
 2022 taxes paid for entity SSM \$2,384.23
 2022 taxes paid for entity RSP \$36.80
 2022 taxes paid for entity GHA \$620.35
 2022 taxes paid for entity CSM \$1,268.04
2022 Total Taxes Paid : \$4,309.42
Date of Last Payment : 12/21/22

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.


 Signature of Authorized Officer of the Tax Office

Date of Issue : 07/14/2023
 Requestor : TAYLOR BRETT S & PEGGY J
 Receipt : SM-2023-1562188
 Fee Paid : \$10.00
 Payer : JOHN & SHANNON MATTINGLY

Issue Date 7/14/2023

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County

712 S Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Phone 512-393-5545 Fax 512-393-5547

This certificate includes tax years up to 2022

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos

SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID 11-4950-1400-004A0-3
Quick-Ref ID R133230

Value Information

409 NORTH ST SAN MARCOS 78666	Land HS	:	\$0.00
	Land NHS	:	\$263,150.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$239,980.00
LINDSEY & HARVEY ADDN, BLOCK 14, Lot 4A, ACRES 0.339	Ag Mkt	:	\$0.00
	Ag Use	:	\$0.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$503,130.00

Owner Information

Owner ID 00089027
BURTTSCHELL DARYL & HEATHER
2301 WILLOW ARBOR
SAN MARCOS, TX 78666-4928
Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2022	5,704.40	0.00	0.00	0.00	0.00
RSP	2022	88.05	0.00	0.00	0.00	0.00
GHA	2022	1,484.24	0.00	0.00	0.00	0.00
CSM	2022	3,033.87	0.00	0.00	0.00	0.00

Total for current bills if paid by 7/31/2023 : \$0.00
Total due on all bills 7/31/2023 : \$0.00
 2022 taxes paid for entity SSM \$5,704.40
 2022 taxes paid for entity RSP \$88.05
 2022 taxes paid for entity GHA \$1,484.24
 2022 taxes paid for entity CSM \$3,033.87
2022 Total Taxes Paid : \$10,310.56
Date of Last Payment : 12/16/22

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.


Signature of Authorized Officer of the Tax Office

Date of Issue : 07/14/2023
Requestor : BURTTSCHELL DARYL & HEATHER
Receipt : SM-2023-1562189
Fee Paid : \$10.00
Payer : SHANNON & JOHN MATTINGLY

Issue Date : 7/14/2023

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Phone 512-393-5545 Fax: 512-393-5547

This certificate includes tax years up to 2022

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos

SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 11-4950-1400-009A0-3
Quick-Ref ID : R141054

Value Information

413/419 NORTH ST SAN MARCOS 78666	Land HS	:	\$0.00
	Land NHS	:	\$342,320.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$394,731.00
LINDSEY & HARVEY ADDN, BLOCK 14, Lot 9-A, ACRES 0.49	Ag Mkt	:	\$0.00
	Ag Use	:	\$0.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$737,051.00

Owner Information

Owner ID : O9133693
TAYLOR BRETT S & PEGGY J
P O BOX 40
MARTINDALE, TX 78655-0040
Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2022	8,356.55	0.00	0.00	0.00	0.00
RSP	2022	128.98	0.00	0.00	0.00	0.00
GHA	2022	2,174.30	0.00	0.00	0.00	0.00
CSM	2022	4,444.42	0.00	0.00	0.00	0.00

Total for current bills if paid by 7/31/2023 : \$0.00

Total due on all bills 7/31/2023 : \$0.00

2022 taxes paid for entity SSM \$8,356.55

2022 taxes paid for entity RSP \$128.98

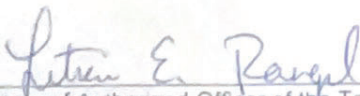
2022 taxes paid for entity GHA \$2,174.30

2022 taxes paid for entity CSM \$4,444.42

2022 Total Taxes Paid : \$15,104.25

Date of Last Payment : 12/21/22

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9 3040) or property omitted from the appraisal roll as described under Tax Code Section 25 21 is not included in this certificate.


Signature of Authorized Officer of the Tax Office

Date of Issue : 07/14/2023
Requestor : TAYLOR BRETT S & PEGGY J
Receipt : SM-2023-1562190
Fee Paid : \$10.00
Payer : JOHN & SHANNON MATTINGLY



Student Housing Parking Utilization Study

Prepared for

Mr. Matt Kenyon
Kenyon Companies
4826 East Cesar Chavez
Austin, Texas 78702

By

Capitol Market Research, Inc.
1102 West Avenue, Suite 100
Austin, Texas 78701

On

July 17, 2023



Real Estate Research, Land Development Economics & Market Analysis

July 17, 2023

Mr. Matt Kenyon
Kenyon Companies
4826 E Cesar Chavez
Austin, TX 78702

Re: San Marcos Student Housing Market Research and Parking Utilization Study

Dear Mr. Kenyon:

As you requested, we have just completed a student housing evaluation to determine the parking utilization rates at comparable student properties located within one mile of the site where you would like to build, at 420 North Street, in downtown San Marcos, Texas. Our survey covered 10 properties that contain a total of 4,301 beds in 1,730 units. At these 10 properties, there are 3,230 parking spaces available for students to lease (Table 1). The average number of spaces per bed is 0.75 and the average vacancy rate is 10%, but a majority of the vacant spaces are at the two most "overparked" projects, Sanctuary Lofts and Vie Lofts (Table 2). Based on the current occupancy rates, the current ratio of spaces leased per leased bed is 0.69 (Table 3).

Based on this analysis, Capitol Market Research suggests a parking ratio of 0.70 spaces per bed at the subject property. After you have reviewed the report and our recommendation, we invite you to call with any questions or comments that you may have.

Respectfully submitted,

CAPITOL MARKET RESEARCH

A handwritten signature in black ink, which appears to read "Charles H. Heimsath". The signature is written in a cursive style and is positioned above a horizontal line.

Charles H. Heimsath
President

CHH/cad

Capitol Market Research, Inc.
1102 West Avenue, Suite 100
Austin, Texas 78701
Phone: (512) 476-5000
cheimsath@cmraustin.com

Table (1)
Garage Parking Analysis
San Marcos Student Housing

Map No.	Project	YOC	Total Units	No. Beds	Parking Cost per month	Total Spaces	Vacant Spaces
Built 2006 +							
1	Aspire San Marcos	2020	225	755	\$100	514	0
2	Cheatham Street Flats	2020	143	234	\$85	162	0
3	Pointe San Marcos	2017	109	345	\$35 S / \$65 R	265	0
4	Sanctuary Lofts	2006	202	481	\$30	548	234
5	The Local	2017	96	304	\$64.95	200	0
6	The Lyndon	2019	233	515	\$60 un /\$85 Covered	314	32
7	The Parlor	2021	261	452	\$75 S / \$90 R	350	0
8	The View on the Square	2021	120	386	\$90 un /\$120 Covered	249	6
9	Vie Lofts at San Marcos	2016	86	230	\$30 S / \$40 R	228	50
10	Vistas San Marcos	2013	255	599	\$50	400	10
Total			1,730	4,301		3,230	

Source: Capitol Market Research, telephone survey of each property, July 2023

* S = Standard

* R = Reserved

Table (2)

Resident Parking Information
Number of Beds and Parking Spaces

Map No.	Project	YOC	Total Units	No. Beds	Total Spaces	Spaces Per Bed	Vacant Spaces	Vacancy Rate
<i>Built 2010 +</i>								
1	Aspire San Marcos	2020	225	755	514	0.68	0	0.0%
2	Cheatham Street Flats	2020	143	234	162	0.69	0	0.0%
3	Pointe San Marcos	2017	109	345	265	0.77	0	0.0%
4	Sanctuary Lofts	2006	202	481	548	1.14	234	42.7%
5	The Local	2017	96	304	200	0.66	0	0.0%
6	The Lyndon*	2019	233	515	314	0.61	32	10.2%
7	The Parlor	2021	261	452	350	0.77	0	0.0%
8	The View on the Square	2021	120	386	249	0.65	6	2.4%
9	Vie Lofts at San Marcos	2016	86	230	228	0.99	50	21.9%
10	Vistas San Marcos	2013	255	599	400	0.67	0	0.0%
Total			1,730	4,301	3,230	0.75	322	10.0%

Source: Capitol Market Research, apartment community survey July 2023

parking_sm.xlsx

The properties selected were recently completed (2006+) and had a parking garage

With the exception of The Lyndon, all are located within one mile from 420 North Street.

Table (3)

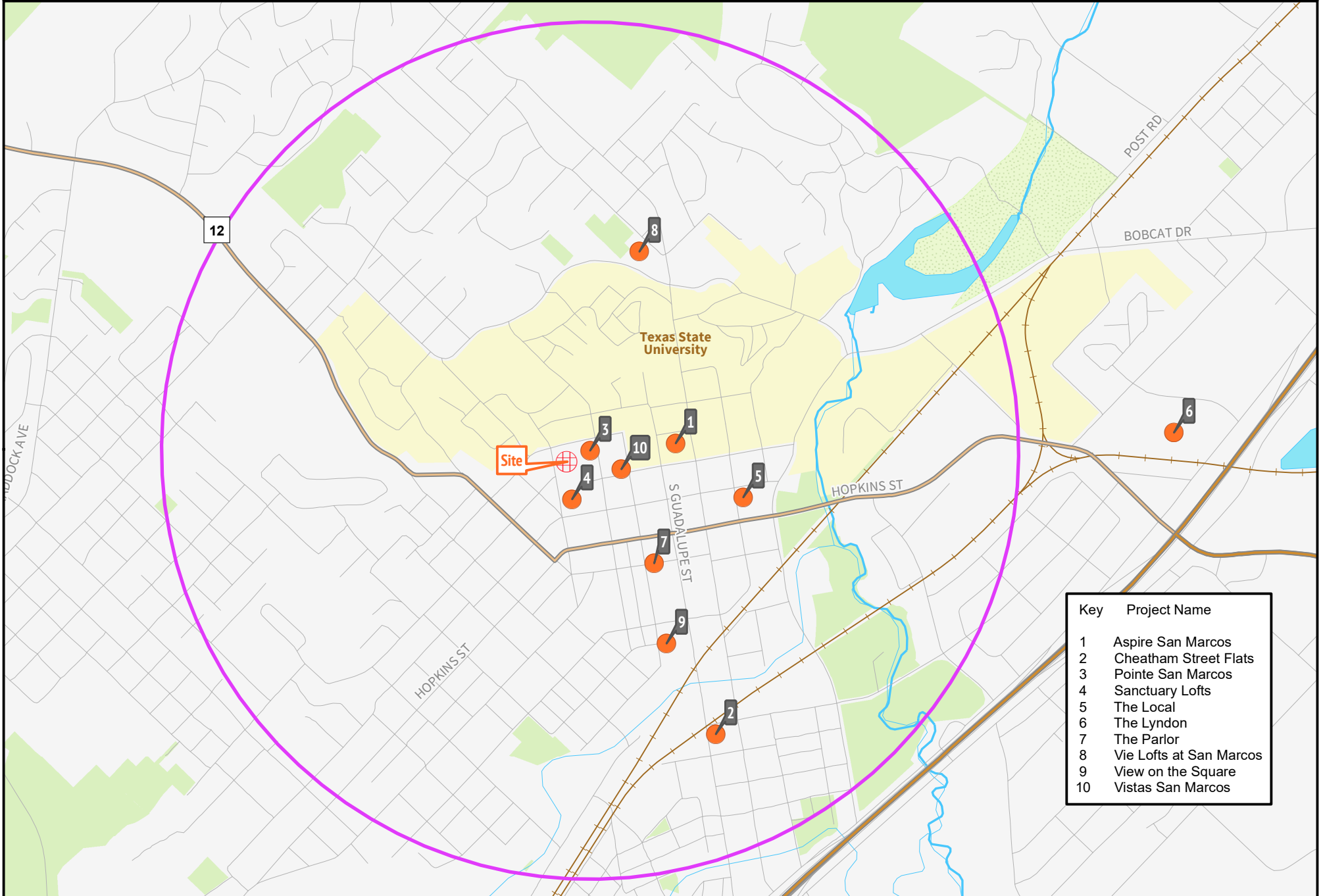
Resident Parking Information
Parking Ratios Based on Occupied Beds

Map No.	Project	YOC	Total Units	Total Number of Beds	Beds Leased	Total Spaces	Spaces Leased	Ratio of Spaces Leased Per Leased Bed
Built 2010 +								
1	Aspire San Marcos	2020	225	755	755	514	514	0.68
2	Cheatham Street Flats	2020	143	234	234	162	162	0.69
3	Pointe San Marcos	2017	109	345	345	265	265	0.77
4	Sanctuary Lofts	2006	202	481	460	548	314	0.68
5	The Local	2017	96	304	304	200	200	0.66
6	The Lyndon*	2019	233	515	506	314	309	0.61
7	The Parlor	2021	261	452	452	350	350	0.77
8	The View on the Square	2021	120	386	364	249	243	0.67
9	Vie Lofts at San Marcos	2016	86	230	230	228	178	0.77
10	Vistas San Marcos	2013	255	599	593	400	400	0.67
Total			1,730	4,301	4,243	3,230	2,935	0.69

Source: Capitol Market Research, apartment community survey July 2023

The properties selected were recently completed (2006+) and had a parking garage

With the exception of The Lyndon, all are located within one mile from 420 North Street.



Key	Project Name
1	Aspire San Marcos
2	Cheatham Street Flats
3	Pointe San Marcos
4	Sanctuary Lofts
5	The Local
6	The Lyndon
7	The Parlor
8	Vie Lofts at San Marcos
9	View on the Square
10	Vistas San Marcos