

OUT-OF-CITY UTILITY EXTENSION OR CONNECTION APPLICATION

Updated: March, 2023



CONTACT INFORMATION

Applicant's Name	Kevin Fleming	Property Owner	Qualico Developments (U.S.), Inc.
Company	Qualico Developments (U.S.), Inc.	Company	Qualico Developments (U.S.), Inc.
Applicant's Mailing Address	14400 The Lakes Blvd. Building C, Suite 200 Pflugerville, Texas 78660	Owner's Mailing Address	14400 The Lakes Blvd. Building C, Suite 200 Pflugerville, Texas 78660
Applicant's Phone #	512-944-8651	Owner's Phone #	512-944-8651
Applicant's Email	kevin.fleming@qualico.com	Owner's Email	kevin.fleming@qualico.com

PROPERTY INFORMATION

Subject Property Address: West of the intersection of Center Point Road and Beback Inn Rd.

Total Acreage: 306.51 **Tax ID #: R** 16859

Legal Description: Lot _____ Block _____ Subdivision _____

Development Name / Developer, if available: Mason

DESCRIPTION OF REQUEST

Proposed Use: ☒ Residential ☒ Commercial ☐ Industrial ☐ Other: _____

Service Requested: ☒ Water ☒ Wastewater *note: City wastewater is only available to City water service customers*

Type of Request: ☐ Connect to Existing Main ☒ Extend Existing Main to Subject Property*

**Utility extensions associated with a Final Plat require approved Public Improvement Construction Plans prior to consideration by City Council*

Estimated Utility Demand: 886 (residential LUEs) **Current Water Service Area (CCN):** City of San Marcos

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.

OCU – Extension Filing Fee \$1,000 Technology Fee \$15 **TOTAL COST \$1,015**

OCU – Connection Filing Fee \$650 Technology Fee \$15 **TOTAL COST \$665**

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

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

Agent Authorization Form
Mason Development
Hays County, Texas

On behalf of QUALICO DEVELOPMENTS, (U.S.), INC., and its respective subsidiaries, I, **Kevin Fleming, Assistant Secretary, Qualico Developments (U.S.), Inc.** do hereby designate **CARLSON, BRIGANCE AND DOERING ENGINEERING, INC. and Bill Couch** as the **AUTHORIZED AGENT** for the processing of applications, related plans and documents for professional services, including Entitlements, Engineering, Surveying, Planning, Permitting, Construction and other similarly related services for the **Mason** project in Hays County, Texas.

Signed: _____

Kevin Fleming, Assistant Secretary
Qualico Developments (U.S.), Inc.

Date: _____

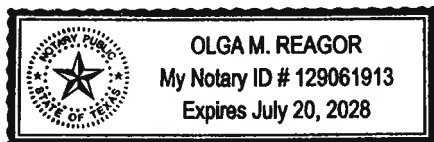
1/2/2025

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, Kevin Fleming, Notary Public, on this day personally appeared **Kevin Fleming, Assistant Secretary of Qualico Developments (U.S.), Inc.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed on behalf of said entity.

Given under my hand and seal of office on 2nd January, 2025.



Olga M Reagor
Notary Public, State of Texas

OWNER'S ACKNOWLEDGEMENT AND CONSENT TO ANNEXATION

I hereby certify that I am a duly authorized representative of Qualico Communities (U.S.), Inc. ("Owner"), and on Owner's behalf:

1. I understand the Property, as defined in the Settlement Agreement referenced below, has been withdrawn from the City of San Marcos' ("City") extraterritorial jurisdiction.
2. I understand all of the following policies of the City regarding out-of-city utility extensions and connections:
 - a. All costs for utility connections and extensions are to be borne by the Owner.
 - b. The City does not provide wastewater service unless City water service is used.
 - c. The Owner must consent to annexation of the Property into the City.
 - d. Utility extensions to the Property require a written request for annexation of an area at least 15 feet in width from each property owner along the intended route of the line extension if the Property is not contiguous to the existing city limits.
 - e. The Owner / applicant / developer waives their option to a development agreement in favor of annexation.
3. I also certify that I am not seeking vesting of development standards for any project by completing this application.
4. Owner has entered into a separate agreement (the "Settlement Agreement") whereby Owner consented to the delayed annexation of the property to be served by the utility, and I certify that I am either the owner of the subject property or the duly authorized agent of the owner. I understand that this Owner Acknowledgement and the Settlement Agreement will be binding on the current and future owners of the subject property, and that the Owner Acknowledgement and Settlement Agreement may be recorded in the official county records if this request is approved.

Signature: LaNelle Deardorf

Date: 11/20/24

Printed Name: LaNelle Deardorf, Vice President

Signature: Kevin Fleming

Date: 11/20/2024

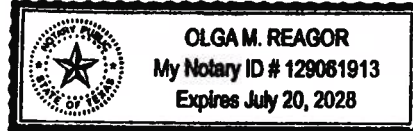
Printed Name: Kevin Fleming, Assistant Secretary

STATE OF TEXAS

COUNTY OF TRAVIS

SWORN TO AND SUBSCRIBED BEFORE ME ON 20th NOVEMBER, 2024 (date)
BY Lanette Deardorff, KNOWN PERSONALLY TO ME OR PROVIDED TO
ME BY A PHOTO IDENTIFICATION, TO BE THE PERSON WHO EXECUTED THIS INSTRUMENT

SIGNED Olga M. Reagor
NOTARY PUBLIC, STATE OF TEXAS
MY NOTARY EXPIRES ON 07/20/2028

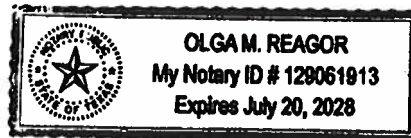


STATE OF TEXAS

COUNTY OF TRAVIS

SWORN TO AND SUBSCRIBED BEFORE ME ON 20th NOVEMBER, 2024 (date)
BY KEVIN FLEMING, KNOWN PERSONALLY TO ME OR PROVIDED TO
ME BY A PHOTO IDENTIFICATION, TO BE THE PERSON WHO EXECUTED THIS INSTRUMENT

SIGNED Olga M. Reagor
NOTARY PUBLIC, STATE OF TEXAS
MY NOTARY EXPIRES ON 07/20/2028





Hays County Commissioners Court

Date: 12/03/2024

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Development Agreement for the Mason Subdivision between Hays County and Qualico Developments (U.S.), Inc. **INGALSBE/PACHECO**

Summary:

The Mason Subdivision consists of approximately 886 single-family lots, 1 commercial lot, and 1 lot reserved as an emergency services site across 306.490 acres of land. The developer anticipates approximately a 10-year build out for the 6 phases currently planned. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines and standards for approval of all phases.

Fiscal Impact:

Amount Requested: NA

Line Item Number: 020.2010_194

Budget Office:

Source of Funds: Developer Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Local Government Code, Chapter 232

Auditor's Office:

G/L Account Validated Y/N?: Yes, Mason Development

New Revenue Y/N?: N/A

Comments:

Attachments

Mason Development Agreement

SUBDIVISION AGREEMENT

This Subdivision Agreement (this “Agreement”) is made and entered into effective as of the 3rd day of December, 2024 (the “Effective Date”), by and among HAYS COUNTY, TEXAS (the “County”), QUALICO DEVELOPMENTS (U.S.), INC., a Delaware corporation (the “Declarant”). The County and Declarant are sometimes referred to herein as the “Parties” and individually as the “Party”.

Purposes, Term and Consideration

- 1.01.** Declarant is developing approximately 306.490 acres of land (the “Property”), which Property is more fully described on Exhibit A attached hereto and incorporated herein for all purposes. The Property is located in a project being developed by Declarant as “Mason”, formerly known as Center Point Ranch located in Hays County, Texas.
- 1.02.** Declarant is authorized to enter into this Agreement with the County. The County is authorized to enter into this Agreement with Declarant by authority of Chapter 232 of the Texas Local Government Code, Subchapter E, and Chapter 771 of the Hays County Development Regulations (the “Development Regulations”).
- 1.03.** Declarant desires to subdivide the Property as a residential, commercial, and mixed-use subdivision as shown generally in the concept plan (the “Concept Plan”) attached hereto and incorporated herein as Exhibit B.
- 1.04.** The benefits to the Parties contained in this Agreement, which exceed the minimum requirements of state law and the Development Regulations, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.
- 1.05.** This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of ten (10) years from the Effective Date. This Agreement may be extended for an additional ten (10) years by written agreement signed by Declarant and County, and such agreement shall not be denied or delayed as long as the Declarant is actively pursuing development of the Project, but in no event shall the term of this Agreement exceed a total of forty (40) years.

The Project

- 2.01.** The “Project”, as that term is described in Chapter 245, Texas Local Government Code, is the master planning and subdivision platting of the Property into approximately 886 single-family residential lots, one (1) 1.8-acre commercial lot, and one (1) 2.3-acre lot designated as an emergency services site, as shown generally in

the Concept Plan; and the provision of roadways, parks and other open space, drainage facilities, utilities installation, water lines, wastewater lines and related storage facilities. The Project is subject to the Development Regulations as of the Effective Date, including fees, as they exist on the Effective Date, except as otherwise modified in this Agreement.

2.02. Declarant has designed and plans to develop, install, and construct the Project in multiple phases, which are included in the phasing plan (the “Phasing Plan”) attached hereto and incorporated herein as Exhibit C. The Parties acknowledge and agree that the Phasing Plan is preliminary and actual development and construction may vary from the proposed timing (subject to the limitations in Section 2.02(B), below), proposed phase boundaries, and proposed number of lots (subject to the limitations in Section 2.02(A), below) as necessary to improve the overall design of the Project. The Parties further agree that such variations are acceptable per this Agreement.

A. Declarant has identified all Project phases in the Concept Plan. The proposed number of single-family residential lots in the final plat of each phase of the Project may also vary from the approved preliminary plan for such phase by plus or minus twenty percent (20%), or an additional amount if such additional amount is acceptable to the County and agreed to in writing.

B. Declarant agrees to submit a final plat application for a particular phase by the end of the calendar year corresponding to that phase in Exhibit C. Provided, however, Declarant may submit to the County, and the County may approve an updated Exhibit C by majority vote of the Commissioners Court extending the time period for a phase, or phases, as long as the Declarant provides the updated Exhibit C to the County at least sixty (60) days prior to end of the calendar year corresponding to the phase being modified. In such event, the updated Exhibit C shall replace the current Exhibit C and be deemed incorporated into this Agreement. If Declarant fails to timely submit applications or modify the timelines pursuant to this Section, then the County may terminate this Agreement, subject to the notice and cure provisions set forth in Section 5.01, below. In the event this Agreement is terminated, any future development of the Property may be negotiated in a future development agreement, which shall be subject to the rules then applicable to subdivisions and development.

C. The Project shall be served by, and Declarant agrees to obtain, water service from a State approved public water supply and wastewater service from a public wastewater system. Declarant agrees no structure shall be occupied until connected to an individual water supply or state-approved community water system. No structure shall be occupied until connected to a public sewer system or to an on-site sewage facility approved and permitted by Hays County.

- D. No Construction or other development within the project may begin in a particular phase until all Hays County Development Authorization requirements have been satisfied for said phase, except as otherwise modified by this agreement.
- E. Declarant and County agree that before the County will accept for recording any final subdivision plat of all or a portion of the Project, Declarant shall cause to be constructed all streets and drainage facilities in accordance with all applicable County street and drainage standards, except as modified by this Agreement, or provide fiscal surety for the estimated cost to complete the construction of the remaining street and drainage facilities. Developer certifies its knowledge that said drainage facilities are not to be dedicated to the County and shall be maintained by the developer, builder, homeowner's association or another entity by agreement.
- F. Declarant agrees to submit a preliminary plan and pay a \$500 preliminary plat submittal fee and a review fee of \$50.00 per single-family residential lot. The review fee is due upon submittal of the final plat for each phase of the Project.
- G. Declarant agrees to pay a \$500 fee per final plat submittal and review fee of \$450.00 per single-family residential lot. The review fee is due upon submittal of the final plat for each phase of the Project. The \$450.00 per lot review fee is based on the total number of single-family residential lots in each final plat submitted for the applicable phase of the Project.
- H. Declarant acknowledges that the review fee schedule in the above subsection (F) does not include any other additional fees required by the County such as Flood Hazard Area permit and application fees, On-Site Sewage Facility permit and application fees, Driveway permit fees and application, etc.
- I. Declarant agrees to dedicate one hundred forty feet (140') of right-of-way through the Property for the future RC-29 arterial, as shown in the attached Concept Plan (Posey Road Extension to Beback Inn Road), with said right-of- way dedication starting at the proposed intersection with Old Bastrop Road and ending at the proposed intersection with Center Point Road ("Proposed Intersections"), as shown on the Concept Plan. The width of the dedicated right- of-way may be widened at the Proposed Intersections only to the extent such widening is determined necessary to accommodate certain intersection improvements, such as a roundabout, left-turn lane and/or acceleration and deceleration lanes. Declarant agrees to build two traffic lanes (one in each direction) as part of the phased subdivision improvements per the Center Point Traffic Impact Analysis (TIA) prepared by Carlson, Brigrance & Doering, Inc., dated May 24, 2024. No driveway access for single-family or townhome lots will be permitted to connect directly to RC-29. However, to the extent the Developer elects to exercise its ability to increase density pursuant to section 2.02(A) of this contract, a revised TIA may be required should said density increase materially affect the instant TIA's reliability.
- J. Developer agrees, should these rights be assigned, to remind the eventual builder of their duties and obligations under 233.154 of the Local Government Code to perform and submit inspection reports to the County via Hays County Development Services Department.

Development Standards

- 3.01.** The applicable roadway standards for roadways within the Project are the roadway standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the “Roadway Standards”). The applicable drainage standards for drainage within the Project are the storm water management standards in Chapter 725 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the “Drainage Standards”). Except as otherwise set forth in this Agreement, all roadways and driveways within the Property shall be built in accordance with the Roadway Standards and Drainage Standards. Exhibit D attached hereto and incorporated herein provides design standards for roadways within the Project and any applicable variances to the Roadway Standards for the Project.
- 3.02.** All residential lots meeting the minimum lot size requirements of Table 705.05.01 of the Development Regulations and restricted to single-family residential, including townhomes, will be exempt from the minimum lot frontage and driveway spacing requirements set forth in the Development Regulations.
- 3.03.** All alleys (if applicable) will be maintained by a property owners’ association or homeowners’ association, or assigns. Declarant will promulgate restrictions against on-alley parking.
- 3.04.** Declarant may dedicate right-of-way and additional right-of-way in excess of the County minimum right-of-way width set forth in the Roadway Standards and Drainage Standards, and in such event, the County agrees to grant a license to the Declarant, or a municipal utility district or other governmental entity, in general accordance with the form attached hereto as Exhibit E, to allow for the construction, installation, maintenance, repair and operation of landscaping improvements, irrigation, lighting, sidewalks or trails and related improvements within the right-of- way. However, Declarant acknowledges that the County shall not accept dedication, or maintenance, of sidewalks.
- 3.05.** Declarant shall dedicate to the County with each final plat a portion of the Property including all rights-of-way containing roads and related drainage improvements within said final plat. Maintenance of drainage improvements outside the right-of-way shall not be the responsibility of the County.
- 3.06.** Declarant agrees that all storm water treatment and detention ponds will be owned and maintained by a municipal utility district, other statutory district and/or a homeowner/property owners’ association. The County shall not be responsible for maintenance of any storm water treatment or detention ponds. Detention ponds shall be built in appropriate sequence and timing to capture stormwater runoff from each construction site at the beginning of each phase.
- 3.07.** Streets, driveways, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Project will be constructed by the Developer to the standards adopted by Hays County, including those in the International Fire Code.

Assignment of Commitments and Obligations

- 4.01.** Declarant’s rights and obligations under this Agreement may be assigned, in whole or in part,

to one or more related entities, purchasers of all or any portion of the Property, another developer(s) of the Property, or to a governmental entity. Declarant agrees to notify the County within thirty (30) calendar days of any assignment; said notice shall include the name and contact information of the party to whom the Declarant assigns, as well as what rights and obligations have been assigned.

- 4.02.** The terms of this Agreement will run with the Property. This Agreement and the Concept Plan shall be binding on the Parties, and their respective successors and assigns, and shall be effective for the duration through the final phase of the Project listed in the Phasing Plan, unless expired under the provisions set forth in this Agreement or renewed or extended by the Parties' mutual agreement.

Default

- 5.01.** 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 written 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 purpose of this Agreement. The non-defaulting Party may bring an action for specific performance against the defaulting Party. To the extent allowed by Texas law, the County waives immunity to suit and liability under this Agreement.

Notices

- 6.01.** Any notice to be given hereunder by any Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses 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 County shall be addressed to:

Hays County Development Services
Attn: Marcus Pacheco
2171 Yarrington Rd, Ste. 100
Kyle, TX 78640
Telephone No.: (512)393-2150
Email: marcus.pacheco@co.hays.tx.us

Any notice mailed to Declarant shall be addressed to:

Qualico Developments (U.S.), Inc.
14400 The Lakes Boulevard
Building C, Suite 200
Pflugerville, Texas 78660
Attn: LaNelle Deardorf
Telephone No.: (512) 703-9414
Email: ldoardorf@qualico.com

With a copy to:

McLean & Howard 4301
Bull Creek Road Suite
150
Austin, Texas 78731
Attn: William McLean
Telephone No.: (512) 328-2008
Email: bmclean@mcleanhowardlaw.com

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

Miscellaneous

- 7.01. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement among Parties hereto, and may not be amended, except in writing signed by all Parties and dated subsequent to the date hereof.
- 7.02. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.
- 7.03. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas.
- 7.04. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 7.05. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.
- 7.06. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 7.07. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 7.08. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- 7.09. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 7.10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. Provided, however, an entity related to one or more of the Parties is entitled to the benefits of, and may rely upon, this Agreement.
- 7.11. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as and if permitted by Texas law.
- 7.12. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- 7.13. Waiver. Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.
- 7.14. Indemnity. Pursuant to Chapter 771 of the Hays County Development Regulations, once this Development Agreement has been approved and executed, Declarant shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of the activities authorized in the Development Agreement.
- 7.15. Public Notice.

Written. Declarant and the County agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, the County and/or Declarant notified affected political subdivisions and the owners of Contiguous Properties through written notice, including (A) a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity, (B) a general description of the nature of the proposed development, including identification of

Declarant and a general description of the nature of the activities being considered by the Development Agreement, (C) any variances or exemptions from Hays County Development Regulations being considered in the Development Agreement, and (D) the date on which the Commissioners Court will consider the Development Agreement.

Published. The County and Declarant agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, notice was published in compliance with Chapter 701, Section 9.09 of the Hays County Development Regulations, citing the information contained in Section 13, above.

(SIGNATURE PAGES FOLLOW)

This Subdivision Agreement is hereby EXECUTED in multiple originals.

HAYS COUNTY TEXAS

By: [Signature]
Name: RUBEN BECERA
Title: COUNTY JUDGE

Date: 12-3-2024

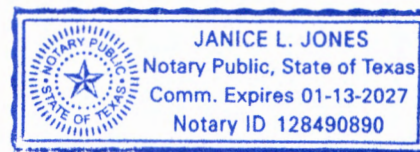
THE STATE OF TEXAS §

 §

COUNTY OF HAYS §

This instrument was acknowledged before me on this the 3rd day of December, 2024, by Ruben Becera,
as County Judge of HAYS COUNTY, a political subdivision of the
state of Texas on behalf of said political subdivision.

[Signature]
NOTARY PUBLIC, State of Texas



(SIGNATURES CONTINUE ON THE NEXT PAGE)

QUALICO DEVELOPMENTS (U.S.), INC.
a Delaware corporation

By: LaNelle Deardorf

Name: LaNelle Deardorf Title:

Vice President

By: Kevin Fleming

Name: Kevin Fleming

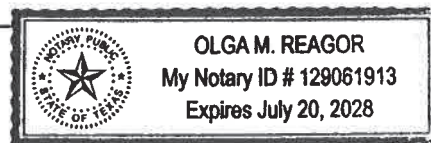
Title: Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 20th day of NOVEMBER, 2024, by LaNelle Deardorf, Vice-President of Qualico Developments, Inc., a Delaware corporation, on behalf of Licensee.

Olga M. Reagor
NOTARY PUBLIC, State of TEXAS



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 20th day of NOVEMBER, 2024, by Kevin Fleming, Secretary of Qualico Developments, Inc., a Delaware corporation, on behalf of Licensee.

Olga M. Reagor
NOTARY PUBLIC, State of TEXAS

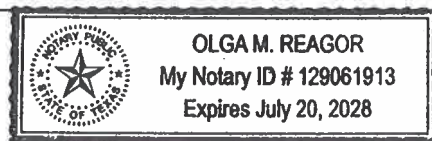


EXHIBIT A
LEGAL DESCRIPTION

FIELD NOTES

BEING ALL OF A CERTAIN 306.490 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN OWENS SURVEY, ABSTRACT NUMBER 352 AND THE ANDREW MITCHELL SURVEY, ABSTRACT NUMBER 298, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 306.55 ACRE TRACT OF LAND, CONVEYED TO HOLIGAN COMMUNITIES, INC., IN DOCUMENT NUMBER 2104685 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 306.490 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the west right-of-way line of Centerpoint Road (R.O.W. VARIES), being the the northeast corner of said 306.55 acre tract of land, also being the southeast corner of a right-of-way dedication by plat of record in Volume 5, Page 297, Plat Records, Hays County, Texas, for the northeast corner and the POINT OF BEGINNING of the herein described tract of land,

THENCE, S00°27'41"E, with the west right-of-way line of said Centerpoint Road and the east line of said 306.55 acre tract of land, a distance of 3,392.77 feet to a capped 1/2 inch iron rod found stamped "PAYNE" in the west line of said Centerpoint Road, being the southeast corner of said 306.55 acre tract of land, same being the northeast corner of a 0.784 acre tract of land conveyed to Carson Family Properties, Ltd., in Volume 3324, Page 452, Official Public Records, Hays County, Texas, for the southeast corner of the herein described tract,

THENCE, S89°15'49"W, with the north line of said 0.784 acre tract of land and the south line of said 306.55 acre tract of land, a distance of 3,766.78 feet to a capped 1/2 inch iron rod found stamped "PAYNE" at the northwest corner of said 0.784 acre tract,

THENCE, with the south line of said 306.55 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) N07°01'09"W, with the south line of said 306.55 acre tract of land, a distance of 5.24 feet to a 3/4 inch iron pipe found in the south line of a called 105.611 acre tract of land conveyed to Alvin E. Boenig in Volume, 416, Page 810, Official Public Record, Hays County, Texas, for corner,
- 2) N89°08'23"W, crossing said 105.611 acre tract with the south line of said 306.55 acre tract of land, a distance of 407.07 feet to a 60D nail found in cedar post, for the southwest corner of said 306.55 acre tract and the southwest corner hereof, being in the east line of a called 791.34 acre tract of land conveyed to Carson Select Investments, LP. in Volume 3493, Page 77, Official Public Records, Hays County, Texas, for corner,

THENCE, with the west line of said 306.55 acre tract of land and the east line of said 791.34 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

- 1) N00°59'20"W, a distance of 1,074.62 feet to a 1/2 inch iron rod found, for corner,
- 2) N01°25'31"W, a distance of 252.57 feet to a capped 1/2 inch iron rod found stamped "PAYNE", and
- 3) N00°52'06"W, a distance of 933.69 feet to a 3/8 inch iron rod found on the east line of said 791.34 acre tract of land, being the south corner of a 16.296 acre tract of land conveyed to William E. Cassidy in Volume 4323, Page 182, Official Public Records, Hays County, Texas, same being the northwest corner of said 306.55 acre tract of land, for the northwest corner of the herein described tract of land.

THENCE, with the south line of said 16.296 acre tract of land, the north line of said 306.55 acre tract of land, and the east line of a called 18.920 acre tract of land conveyed to William E. Cassidy and Maidne F. Cassidy in Volume 324, Page 279, Official Public Records, Hays County, Texas, the following three (3) courses and distances, numbered 1 through 3,

- 1) N72°12'40"E, a distance of 486.12 feet to a 3/8 inch iron rod found, for corner,

306.490 ACRES
JOHN OWENS SURVEY, ABSTRACT NUMBER 137
ANDREW MITCHEL SURVEY, ABSTRACT NUMBER 298
HAYS COUNTY, TEXAS
TITLE SURVEY

- 2) N16°17'28"E, a distance of 403.96 feet to a 3/8 inch iron rod found, and
- 3) N17°38'41"E, a distance of 615.82 feet to a 3/8 inch iron rod found at the southwest corner of a called 14.00 acre tract of land conveyed to Garry Ingalsbe and Debbie Ingalsbe in Volume 915, Page 426, Official Public Records, Hays County, Texas, being a northern corner of said 306.55 acre tract of land, for a northern corner of the herein described tract of land,

THENCE, S86°25'07"E, with the south line of said 14.00 acre tract of land, the north line of said 306.55 acre tract of land, and the south line of a called 1.00 acre tract of land conveyed to Garry Ingalsbe and Debbie Ingalsbe in Volume 915, Page 426, Official Public Records, Hays County, Texas, a distance of 652.99 feet to a 3/4 inch iron pipe found at the southeast corner of said 1.00 acre tract of and, being the southwest corner of Lot 1A1, Resubdivision of Lot 1A and 1B Establishing Lot 1A1 and Lot 1B1 of The Countryside, a subdivision recorded in Volume 12, Page 28, Plat Records, Hays County, Texas, for corner

THENCE, with the south line of said Lot 1A1 and the north line of said 306.55 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) S85°45'43"E, a distance of 925.51 feet to a capped 1/2 inch iron rod found stamped "EAGLE", and
- 2) N85°12'33"E, a distance of 655.25 feet to a 1/2 inch iron rod found at the southwest corner of Lot 11, The Countryside, a subdivision recorded in Volume 5, Page 297, Plat Records, Hays County, Texas, being the southeast corner of said Lot 1A1, for corner,

THENCE, N85°11'24"E, with the south line of said Lot 11 and the north line of said 306.55 acre tract of land, a distance of 1,199.50 feet to the **POINT OF BEGINNING** and containing 306.490 acre of land.

Surveyed by: _____



11/20/23

Eric John Dannheim, R.P.L.S. NO. 6075
Carlson, Brigrance & Doering, Inc.
Reg. # 10024900
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
Edannheim@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
DATE OF SURVEY: NOVEMBER 10, 2023

EXHIBIT B
CONCEPT PLAN

EXHIBIT C
PHASING PLAN

PHASING PLAN MASON		
Phase	No. of Lots	Final Plat Approval Year
Phase 1	179	2025
Phase 2	124	2026
Phase 3	173	2026
Phase 4	134	2027
Phase 5	134	2028
Phase 6	142	2028
TOTAL	886	

EXHIBIT D
DEVELOPMENT STANDARDS

Variances to Hays County Development Regulations

CHAPTER 705 SUBDIVISION AND PLATTING OF PROPERTY

§5.02. Water, Wastewater and Utility Information

(F) The Water and Wastewater systems built by Declarant and deeded to the City of San Marcos, will reside within the road ROW throughout the Property, with mainlines under the asphalt surface. Storm Drain lines will also be located within the road ROW. Dry utilities will be primarily located in a PUE beyond the ROW but may utilize the ROW where need be (crossings, streetlights).

§5.08. Sidewalks

Sidewalks shall be required on at least one side of all streets in all newly platted subdivisions resulting in 100 lots or more with an average lot size of one acre or less. All appropriate ADA requirements shall be met with detailed attention being given to street crossing and curb-cut standards. Sidewalks constructed inside proposed County ROW shall be maintained by the development's utility district or as specified in any associated Development Agreement. Sidewalks can be detached from the back of the curb, so long as Declarant provides for a moisture barrier between the back of the curb, extending four feet, or to the sidewalk, whichever is less, installed per the Street Section shown on the Preliminary Plat. Sidewalks shall only be required for new roads within Hays County. Sidewalks will be constructed and maintained to such a standard as set forth in the "Hays County Standards Specifications: Sidewalks".

CHAPTER 721 – ROADWAY STANDARDS

§5.10 Construction Quality Assurance for Regulated Roadways

Modified Table 721.02. provided below.

§6.02. Mail Kiosk

All mail kiosks located within dedicated public or private right of way shall be located adjacent to and off the right shoulder of typical neighborhood streets, not on collectors, and be at least 100 feet from the nearest intersection, unless located in a parking lot. Standards for USPS CBU delivery locations shall conform to U.S. Postal Service, National Delivery Planning Standards, Handbook PO-632, July 2020, which does not require designated on-street or off-street parking. ADA requirements will apply to all kiosk locations.

CHAPTER 761 – ECONOMIC INCENTIVES FOR DEVELOPMENT ACTIVITIES

§5.03(D). Stream Offsets/ Buffer Zones

Development within the buffer zone should be avoided when possible. Other than critical crossings, utilities and transportation infrastructure shall not be located within stream buffer zones. Where the Department determines utility and transportation crossings to be critical to the development, the number and locations of these crossings shall be minimized. Where crossings are located, their design should incorporate protections from future damage to the stream from these crossings. Structural BMPs are specifically prohibited from being located within stream buffer zones. Stream Offsets can include storm sewer pipe, headwalls and grading necessary to promote safe positive drainage.

MODIFIED TABLE 721.02
DESIGN REQUIREMENTS BASED ON ROADWAY CLASSIFICATION

Functional Classification	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
ADT*	<1000	1001-2500	2501-5000	5001-15000	15000 +
Design Speed (mph)	25	30	40	45	45
No. of Travel Lanes	2	2	2	4	4
Turn Lanes (ft)	No	No	No	12	12
Min. ROW Width (ft)	50	60	80	100	140
Building Setback (ft)	20	20	N/A**	N/A**	N/A**
Width of Travelway (ft)	27	33	37	48	48
Width of Shoulders (ft)	N/A	N/A	N/A	N/A	N/A
Min. Centerline Radius (ft)	200	300	575	675	675
Min. Tangent between Curves (ft)	50	150	300	500	500
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25
Intersection Street Angle Range (degrees)	80-100	80-100	80-100	80-100	80-100
Max. Grade (%)	10	10	9	8	8
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	125	125	125
Min. Stopping Sight Distance (ft)	175	200	305	360	360
Min. Intersection Sight Distance (ft)	250	335	445	500	500
Ditch Foreslope Grade	N/A	N/A	N/A	N/A	N/A
Ditch Backslope Grade	N/A	N/A	N/A	N/A	N/A
Min. Cul-de-sac ROW/Pavement Radius (ft)	60/50	N/A	N/A	N/A	N/A
Min. "T" End ROW/Pavement Length (ft)	N/A	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft) ***	40	40	N/A	N/A	N/A
Min. Drive Spacing (ft)	2	20	N/A	N/A	N/A

All residential driveways shall be constructed a minimum of 5' from edge of property line.

*ADT shall be based on an average of 10 one-way trips per dwelling units per day for residential lots.

**No residential lots shall front on these streets.

*** Minimum Lot Frontage to be measure at the front Building Setback Line.