

# DEVELOPMENT AGREEMENT APPLICATION

Updated: September, 2020



## CONTACT INFORMATION

Applicant's Name	Amanda Swor	Property Owner	CSW Las Colinas LP
Company	Drenner Group, PC	Company	
Applicant's Mailing Address	2705 Bee Caves Rd, Suite 100 Austin, TX 78746	Owner's Mailing Address	1703 W. 5th ST, Suite 850 Austin, TX 78703
Applicant's Phone #	512-807-2904	Owner's Phone #	
Applicant's Email	512-807-2904	Owner's Email	

## PROPERTY INFORMATION

Subject Property Address(es): S IH 35 NB Service Rd, San Marcos, TX 78666

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision Property is not platted.

Total Acreage: 82.912 Tax ID #: R 13319

Preferred Scenario Designation: Empl. Area and Low Intensity Existing Use of Property: Undeveloped

## DESCRIPTION OF REQUEST

Proposed New Preferred Scenario Designation, if any: Employment Area

Proposed Base Zoning Districts: LI

Proposed Land Uses: Warehouse and Distribution, Manufacturing

## 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 \$2,113 plus \$100 per acre      Technology Fee \$13      MAXIMUM COST \$5,013

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

**APPLY ONLINE – [WWW.MYGOVERNMENTONLINE.ORG/](http://WWW.MYGOVERNMENTONLINE.ORG/)**

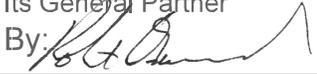
**PROPERTY OWNER AUTHORIZATION**

I, Robert O'Farrell (owner name) on behalf of  
CSW Las Colinas LP (company, if applicable) acknowledge that I/we  
am/are the rightful owner of the property located at  
S IH 35 NB Service Rd, San Marcos, TX (Parcel ID R13319) (address).

I hereby authorize Amanda Swor (agent name) on behalf of  
Drenner Group, PC (agent company) to file this application for  
Development Agreement (application type), and, if necessary, to work with  
the Responsible Official / Department on my behalf throughout the process.

CSW Las Colinas, LP  
(a Texas limited partnership)

By: CSW Manager, LLC  
(a Texas limited liability company)  
Its General Partner

Signature of Owner:  Date: 03/28/2023

Printed Name, Title: Robert O'Farrell, Manager

Signature of Agent:  Date: 03/29/2023

Printed Name, Title: Amanda Swor



March 29, 2023

Ms. Amanda Hernandez  
Planning and Development Services  
City of San Marcos  
630 E Hopkins Street  
San Marcos, TX 78666

Via Electronic Delivery

Re: Las Colinas ETJ – Development agreement application for the approximately 82.912-acre property known as Hays County Tax Parcel ID R13319, in Hays County, Texas (the “Property”)

Dear Ms. Hernandez:

As representatives of the owner of the Property, we respectfully submit the enclosed development agreement application package. The project is titled Las Colinas ETJ and is approximately 82.912 acres of land, bound by northbound IH-35 to the west and S Old Bastrop Hwy to the east and between Posey Road to the north and York Creek Road to the south. The Property is currently within the City of San Marcos’s (the “City”) extraterritorial jurisdiction (the “ETJ”), however as identified in the development agreement, annexation and zoning will be requested in conjunction with the development agreement.

A pre-development meeting was held with the City Planning and Development Services staff regarding this request on April 12, 2022, and it was determined that a comprehensive plan amendment was not required.

The Property was previously part of a larger annexation and zoning request and went to the Planning Commission in November 2022. However, upon further review the applicant has chosen to reduce the size of the project and request a development agreement in order to provide additional development standards that would be beneficial to the City, as well as the overall development in this area. The Property is currently undeveloped. The purpose of the development agreement is to allow for a cohesive development for light industrial, warehouse and distribution uses.

In conjunction with this development agreement request, we are proposing the following standards, not normally applicable in the City or ETJ, shall apply in order to create an attractive employment center for the City that is respectful of adjacent uses:

- 1) The following shall be prohibited uses on the Property, as shown in the accompanying land use matrix to this submittal:
  - i. Vehicle Services Use Category – Repair and service to passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle service includes the following uses.

- a. Car Wash; and
    - b. Vehicle Repair (minor).
  - ii. Waste Related Service Use Category - Characterized by uses that receive solid or liquid wastes or that manufacture or produce goods or energy from the composting of organic material. Waste related service includes the following use:
    - a. Animal waste processing;
    - b. Landfill;
    - c. Manufacture and production of goods from composting organic material;
    - d. Outdoor collection and storage of recyclable material;
    - e. Scrap Materials (indoor storage); and
    - f. Solid or liquid waste transfer station, waste incineration.
  - iii. Breweries and wineries, and
  - iv. Manufacturing of food and beverage products.
- 2) Uses permitted in the Base Zoning District and the following uses shall be permitted on the Property, as shown in the accompanying land use matrix to this submittal:
  - i. Outdoor collection & storage of waste in the normal course of business;
  - ii. Vehicle maintenance and/or repair related to normal course of business for a user/tenant as a private accessory use to an approved primary use;
  - iii. Storage and distribution of food and beverage products, as conforms with Section 5.1.7.4 of the San Marcos Development Code ("SMDC") (warehouse and distribution); and
  - iv. Indoor collection and storage of recyclable material.
- 3) Type D Protective Yard Standards will apply along the northeastern property line, as shown in the accompanying land use plan.
- 4) An 8-foot "fencecrete" screening wall will be constructed along the property line, as shown in the accompanying land use plan and spec sheet.
- 5) Buildings on the Property shall not exceed 4 stories, or 55 feet in height.
- 6) A five-foot wide trail shall be provided along the detention pond area, such trail shall be in compliance with the SDMC and City of San Marcos Codes of Ordinances.
- 7) Drainage facilities and/or the trail may encroach up to 15 feet within the Type D Protective Yard Standard setback.
- 8) Building facades facing the northeastern property line shall contain vertical and horizontal articulation using a variety of building materials, building articulations and paint.
- 9) Lighting standards shall be compliant with SMDC Chapter 7, Article 5 (Lighting and Glare Standards), which were modeled and developed in accordance with International Dark Sky Association standards. Owner shall not apply for any variance to such standards unless requested by the Director.
- 10) The owner commits to pursuing LEED Green Building standards, where feasible within the project.

The Property will be served by Crystal Clear water, City of San Marcos wastewater and PEC electric. The San Marcos Thoroughfare Master Plan calls for the extension of a proposed 50-foot avenue through the Property from the north. Additionally, City engineering staff has requested that a 26-foot thoroughfare connect through the Property from the Trace

development on the eastern portion of the Property. The applicant of the proposed project does not desire this connection and is amenable to its removal, if it be the desire of the City Council a revised Concept Land Use Plan will be submitted prior to final reading and approval at City Council. The proposed development agreement application package is attached with this letter.

At the time that City Council assigns a subcommittee to review and negotiate the proposed development agreement, it is the applicant's desire to participate in the discussion of the development agreement and its conditions (restrictions, design standards, etc.) in order to provide for an efficient development agreement negotiation regarding the proposed development.

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,



Amanda Swor

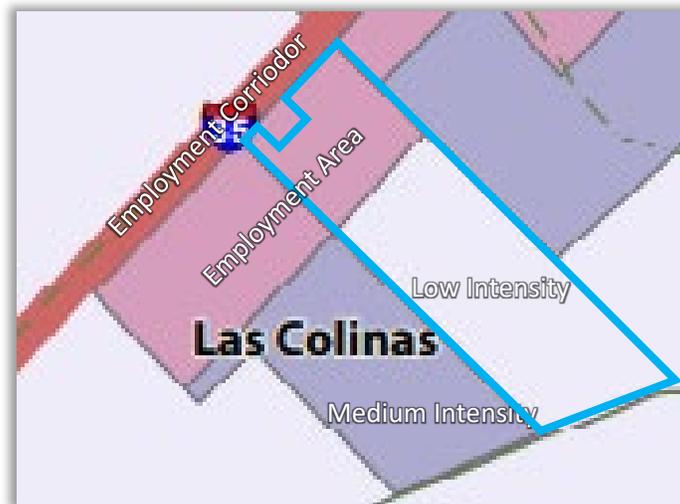


Preferred Scenario Map Alignment  
Las Colinas Development Agreement

The Preferred Scenario Map designates the Property as an Employment Area and Low Intensity located on IH-35 which is classified as an Employment Corridor. Based on this designation, the requested Development Agreement aligns with applicable policies in the Comprehensive Plan as contemplated in Section 4.1.1.3 of the Development Code and the Preferred Scenario Map. Per the Vision San Marcos Comprehensive Plan, these employment areas “are appropriate for industrial, large office park, and intensive commercial uses.”

The Employment area along IH-35 offers a Consider (C) recommendation in Table 4.1. The property’s north and south boundaries are situated along major thoroughfares and at the property’s interior are two Transportation Master Planned roads. These unique transportation factors make the site ideal for industrial development.

The Comprehensive Plan’s Economic Development element also calls for additional sites to accommodate continued growth and demand for manufacturing and technical jobs. The plan identifies the need for the space an infrastructure to support employment growth in these sectors, which would result in a significant competitive advantage to San Marcos.



STATE OF TEXAS §  
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of \_\_\_ of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the "**City**") and **CSW Las Colinas LP** ("**Owner**"). The **City** and **Owner** are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

**PURPOSES AND CONSIDERATIONS**

WHEREAS, Owner currently owns approximately 82.912 acres, more or less, ("the Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner desires to develop the Property with distribution and warehouse uses with the modifications in this Agreement, pursuant to the City's Development Code, as that code exists on the effective date of this Agreement, subject to the modifications set forth herein, and generally in accordance with the Conceptual Land Use Plan, as more particularly described in **Exhibit "B"** attached hereto; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owner in accordance with SUBCHAPTER G, CHAPTER 212, LOCAL GOVERNMENT CODE and Chapter 2, Article 4, Division 3 of the San Marcos Development Code, to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations, as required and/or authorized by San Marcos Development Code ("SMDC"), as applicable, to the extent the same are consistent with the development regulations contained herein and in the same manner the applicable regulations are enforced within the City's municipal boundaries; and
- C. Provide the terms of annexation of the Property; and
- D. Provide for approximately 82.912 acres of industrial development; and

- E. Pursuant to Section 2.4.3.1 of the SMDC, to prescribe land uses, environmental standards, development standards, and public facilities standards governing the Property during the term of this Agreement.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

## **SECTION 1: GENERAL TERMS AND CONDITIONS**

### 1.01 Conceptual Land Use Plan

- A. The City hereby approves the general use and development of the Property in accordance with the **Exhibit "B"**. The Conceptual Land Use Plan shall constitute the land use plan under Section 2.4.3.3 SMDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 2.4.3.7.C of the SMDC or as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

### 1.02 Proposed Schedule of Development and Phasing

The Property will be developed in a single phase, with construction anticipated to begin in 2023 and anticipated to be completed by 2025. Infrastructure will be completed in this phase simultaneously, however site and building work will be underway simultaneously and completion of infrastructure work shall not preclude site & vertical work from commencing.

### 1.03 Base Zoning District(s)

- A. Development will be developed using Light Industrial (LI) as the base zoning district(s).

### 1.04 Development Standards:

- A. All City of San Marcos codes and ordinances in effect on the Effective Date of this Agreement shall govern throughout the term of this Project, except as noted within this Agreement. In the event of a conflict between this Agreement and the SMDC or the City's Codes and Ordinances, this Agreement shall control.
- B. No variations or modifications to the SMDC and Other Special City Standards are requested.

- C. In addition to the standards within the SMDC, as modified by this agreement, the following special standards, not normally applicable in the City or ETJ shall apply:
1. The following shall be prohibited uses on the Property, as shown in the Land Use Matrix, which is incorporated herein as **Exhibit Exhibit "C"**:
    - i. Vehicle Services Use Category – Repair and service to passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle service includes the following uses.
      - a. Car Wash; and
      - b. Vehicle Repair (minor).
    - ii. Waste Related Service Use Category - Characterized by uses that receive solid or liquid wastes or that manufacture or produce goods or energy from the composting of organic material. Waste related service includes the following use:
      - a. Animal waste processing;
      - b. Landfill;
      - c. Manufacture and production of goods from composting organic material;
      - d. Outdoor collection and storage of recyclable material;
      - e. Scrap Materials (indoor storage); and
      - f. Solid or liquid waste transfer station, waste incineration.
    - iii. Breweries and wineries; and
    - iv. Manufacturing of food and beverage products.
  2. Uses permitted in the Base Zoning District and the following uses shall be permitted on the Property, as shown in **Exhibit "C"**:
    - i. Outdoor collection & storage of waste in the normal course of business;
    - ii. Vehicle maintenance and/or repair related to normal course of business for a user/tenant as a private accessory use to an approved primary use;
    - iii. Storage and distribution of food and beverage products, as conforms with Section 5.1.7.4 of the SMDC (warehouse and distribution); and
    - iv. Indoor collection and storage of recyclable material.
  3. Type D Protective Yard Standards will apply along the northeastern property line, as shown in **Exhibit "B,"**
  4. An 8-foot "Fencecrete" screening wall will be constructed along the property line, as shown in **Exhibits "B" and the Fencecrete Spec Sheet,** which is incorporated herein as **Exhibit "D."**
  5. Buildings on the Property shall not exceed 4 stories, or 55 feet in height.

6. A five-foot wide trail shall be provided along the detention pond area, such trail shall be in compliance with SMDC, Series 1300 and City of San Marcos Code of Ordinances.
7. Drainage facilities and/or the trail may encroach up to 15 feet within the Type D Protective Yard Standard setback.
8. Building facades facing the northeastern property line shall contain vertical and horizontal articulation using a variety of building materials, building articulations and paint.
9. Lighting standards shall be compliant with SMDC Chapter 7, Article 5 (Lighting and Glare Standards), which were modeled and developed in accordance with International Dark Sky Association standards. Owner shall not apply for any variance to such standards unless requested by the Director.
10. The Owner commits to pursuing LEED Green Building standards, where feasible within the project.

#### 1.05 Application Procedures

- A. Development of the Property shall be governed by the following:
  1. All procedures outlined in the SMDC and City of San Marcos Code of Ordinances, as they exist on the effective date of this Agreement, shall apply.
  2. Plat Approval: The Parties agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan and **Exhibit "B"** attached hereto.

#### 1.06 Public Facilities Schedule & Financing

- A. An Out of City Utility Connection / Extension application will not be required for the development of this Property provided that the terms of this Agreement are met.
- B. The Owner shall be responsible for the payment of all costs associated with the extension and improvements of the infrastructure required to properly serve development of the Property.
- C. Provisions for providing Water Service to the Property
  1. Crystal Clear is the water service provider and has the necessary CCN and service capacity to serve the Property based on any and all demand generated by the Base Zoning District(s) and Development Standards described herein.
- D. Provisions for providing Wastewater Service to the Property
  1. City of San Marcos shall be the wastewater service provider and has the necessary CCN and service capacity to serve the Property upon completion of annexation Property based on any and all

demand generated by the Base Zoning District(s) and Development Standards described herein. The City will incorporate this property in to their CCN upon completion of annexation, including by making and diligently furthering any and all applications required to the Texas Public Utility Commission.

- E. Provisions for providing Electric Service to the Property
  - 1. Pedernales Electric Cooperative is the electric service provider and has the necessary CCN to serve the Property.

#### 1.07 Annexation

- A. Upon approval of this Agreement, Owner agrees to full purpose annexation of the Property. Concurrent with annexation of the Property, the applicant shall initiate a zoning change to establish a zoning district that is consistent with the terms and conditions of this Agreement. Owner agrees to submit applications for Annexation and Zoning of the entire 82.912-acre Property within 90 days of the effective date of this Agreement. The City will make every effort to place the annexation and zoning on the first available meeting after applications have been received.

#### 1.08 Dedication of Land

- A. The City will compensate the Property owner for the Utility Easements and Right-of-Way (ROW) shown in **Exhibit "E"** and they shall be dedicated as public upon annexation of the Property.

## SECTION 2: MISCELLANEOUS PROVISIONS

### 2.01 Term

- A. The term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for a fifteen (15) year period by Owner, by delivering written notice of such election to the City on or before the expiration of the then-current term. Following expiration of the second 15-year term, the Agreement may be extended for up to three successive five (5) year periods by Owner, with City’s approval, by delivering written notice of such election to the City on or before the expiration of the then- current term. The land development codes in effect at the time of the initial approval shall be in effect for the duration of this agreement.

### 2.02 Enforcement and Default and Remedies for Default

- A. The Parties agree that the City shall be entitled to enforce the San Marcos Development Code as it exists on the effective date of this Agreement, as modified by this Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the City of San Marcos Code of Ordinances, as applicable.
- B. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party’s obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.
- C. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the

passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

## 2.03 Authority, Applicable Rules and Right to Continue Development

- A. This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code and pursuant to Chapter 2, Article 4, Division 3 of the SMDC. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land until Owner applies for annexation pursuant to this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- B. Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the uses and development contemplated in and authorized by this Agreement were planned for the Property more than ninety (90) days prior to the effective date of this Agreement and, therefore, more than ninety (90) days prior to the effective date of annexation of the Property, and (2) the Owner has filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Property. As a result of the foregoing sentence, Section 43.002 of the Texas Local Government Code applies to the uses and development of the Property contemplated in and authorized by this Agreement.
- C. In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Property will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency or a moratorium authorized by Subchapter E, Chapter 212 of

the Texas Local Government Code.

#### 2.04 Exhibits/Amendment

- A. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- B. Owner may make minor changes to the Conceptual Land Use Plan and other attachments to this agreement with approval from the Director of Planning & Development Services and may make major changes with approval by City Council. A minor change shall consist of but is not limited to:
  - 1. A change that does not materially affect a change of use, the allowed density or a deviation to the SMDC or City of San Marcos Code requirements contemplated by this Agreement, by more than 20%.
  - 2. Changes to accommodate tree preservation or the protection of KARST features.
- C. Owner may appeal the Planning and Development Services Director's determination of a minor change to the City Manager within 10 days of the date of notification of the decision.
- D. Major changes shall consist of but are not limited to:
  - 1. The addition of land area;
  - 2. Density beyond what is permitted in SMDC, except as allowed by this Agreement;
  - 3. Changes in roadway alignments more than what is necessary to meet Code;
  - 4. Change in the base zoning.

#### 2.05 Recordation

- A. Pursuant to the requirements of Section 212.172(f), Texas Local

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

- B. Owners agree that all restrictive covenants for the Property shall not be inconsistent with the requirements herein. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Hays County land records to place subsequent purchasers on notice at Owners' expense and Owners shall provide a copy of all such restrictive covenants to the City prior to filing.

#### 2.06 Assignment and Binding Effect Upon Successors

- A. Owner hereunder, may assign this Agreement, and the rights and obligations of Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Property or to an affiliate of the Owner provided that the assignee assumes all of the obligations hereunder, without any consent of the City being required. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- B. The provisions of this Agreement shall run with the land, will be binding upon, and inure to the benefit of the Parties, future owners of the Property, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

#### 2.07 Miscellaneous

- A. **Force Majeure** The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

1. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- B. **Governing Law, Jurisdiction and Venue** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- C. **Severability** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. The Parties agree to reasonably cooperate to effectuate the intent of this Agreement.
- D. **Parties** If any of the ownership entities fail or refuse to sign this Agreement or choose to opt out of this Agreement, those entities and their property shall be excluded. The Conceptual Land Plan will be amended to reflect the change and will automatically become part of this Agreement. Further, the county deed records will be amended by the Owner to reflect the change and evidence of the recordation will be provided to the City.
- E. **Notices** All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local San Marcos, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable

overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City:

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

With a copy to:

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

If to the Owner:

CSW LAS COLINAS LP  
1703 E. 5<sup>th</sup> Street, Suite 850  
Austin, Texas 78703

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

GOVERNMENTAL FUNCTION; IMMUNITY

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

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

CITY OF SAN MARCOS, TEXAS

By: \_\_\_\_\_  
Stephanie Reyes, City  
Manager

CSW LAS COLINAS LP

By: \_\_\_\_\_  
Robert O'Farrell,  
Manager

Acknowledgements

STATE OF TEXAS       §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_ 2023, by Stephanie Reyes, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

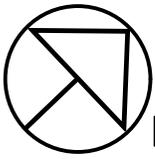
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_ 2023, by Robert O'Farrell, in their capacity as Manager for CSW LAS COLINAS LP

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**  
**Metes and Bounds**



**NORTH**

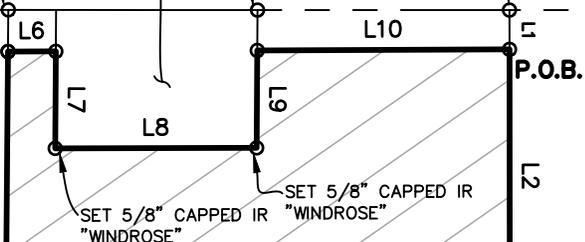
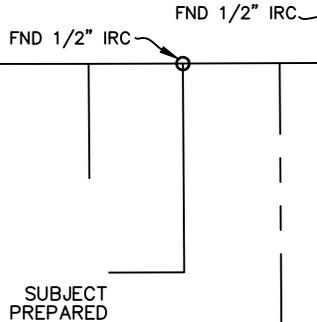
SCALE: 1" = 400'

CALLED 2.780 ACRES  
LAS ONCES COLINAS LLC  
DOC. NO. 21040281 OFFICIAL  
PUBLIC RECORDS HAYS COUNTY

FND 1/2" CAPPED IR  
"RPLS 5348"

INTERSTATE  
HIGHWAY 35

P.O.C.  
FND 5/8" IP



**GENERAL NOTES**

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

OFFICIAL PUBLIC RECORDS HAYS COUNTY  
CALLED 169.3 ACRES  
CSW LAS COLINAS, LP  
DOC. NO. 21071214

OFFICIAL PUBLIC RECORDS HAYS COUNTY

**81.082 ACRES**  
**3,531,947 SQ.FT.**

OFFICIAL PUBLIC RECORDS HAYS COUNTY  
CALLED 417.630 ACRES  
CALIFORNIA LIMITED LIABILITY COMPANY  
DOC. NO. 16010858

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 46°27'42" E	81.89'
L2	S 46°27'42" E	528.58'
L3	S 41°51'07" E	51.77'
L4	S 68°52'27" W	784.23'
L5	S 68°52'27" W	358.89'
L6	N 43°21'07" E	100.15'
L7	S 46°02'42" E	202.08'
L8	N 43°27'35" E	421.70'
L9	N 46°02'42" W	202.87'
L10	N 43°21'07" E	528.17'

N 45°55'12" W 3,186.86'

SET 5/8" CAPPED IR  
"WINDROSE"  
FND 1" IP  
BEARS S 21°56' E, 0.75'

S 45°57'58" E 1,800.69'

SET 5/8" CAPPED IR  
"WINDROSE"  
FND 5/8" IP  
BEARS S 45°15'35" E 1,298.77'

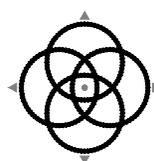
FND 1/2" CAPPED IR  
BEARS S 83°18' E, 0.53'

COUNTY ROAD 266

SAMUEL CRAFT SR SURVEY, A-89  
ABSTRACT NO. 464  
WILLIAM HAYNORN SURVEY

EXHIBIT OF  
81.082 AC. / 3,531,947 SQ. FT.  
SITUATED IN THE  
SAMUEL CRAFT SR SURVEY, A-89  
HAYS COUNTY, TEXAS

FILED BY: -	DATE: 04/11/2022
DRAWN BY: RO	REV: 04/28/2022
CHECKED BY: CSC	REV: 01/27/2023
JOB NO. 57652	REV:
SHEET 1 OF 3	REV:



**WINDROSE**  
LAND SURVEYING | PLATTING

11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281  
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



# WINDROSE

LAND SURVEYING | PLATTING

## DESCRIPTION OF 81.082 ACRES OR 3,531,947 SQ. FT.

A TRACT OR PARCEL CONTAINING 81.082 ACRES OR 3,531,947 SQUARE FEET OF LAND SITUATED IN THE SAMUEL CRAFT SR SURVEY, ABSTRACT NO. 89, HAYS COUNTY, TEXAS, BEING OUT OF A CALLED 169.3 ACRE TRACT CONVEYED TO CSW LAS COLINAS, LP, AS RECORDED UNDER HAYS COUNTY DOCUMENT NUMBER 21071214, OFFICIAL PUBLIC RECORDS HAYS COUNTY (O.P.R.H.C.), WITH SAID 81.082 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT A 5/8 INCH IRON PIPE FOUND ON THE SOUTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF INTERSTATE HIGHWAY 35 FOR THE WEST CORNER OF A CALLED 417.630 ACRE TRACT CONVEYED TO CALIFORNIA LIMITED LIABILITY COMPANY, AS RECORDED UNDER DOCUMENT NUMBER 16010858, O.P.R.H.C. AND THE NORTH CORNER OF SAID 169.3 ACRE TRACT;

**THENCE**, WITH THE COMMON LINE OF SAID 417.630 ACRE TRACT AND OF SAID 169.3 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 46 DEG. 27 MIN. 42 SEC. EAST, A DISTANCE OF 81.89 FEET TO THE MOST NORTHERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

SOUTH 46 DEG. 27 MIN. 42 SEC. EAST, A DISTANCE OF 528.58 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT, FROM WHICH A 1 INCH IRON PIPE FOUND BEARS FOR REFERENCE SOUTH 21 DEG. 56 MIN. EAST - 0.75 FEET;

SOUTH 45 DEG. 57 MIN. 58 SEC. EAST, A DISTANCE OF 1,800.69 FEET TO A TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

SOUTH 45 DEG. 15 MIN. 35 SEC. EAST, A DISTANCE OF 1,298.77 FEET TO A TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

SOUTH 41 DEG. 51 MIN. 07 SEC. EAST, A DISTANCE OF 51.77 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTH R.O.W. LINE OF COUNTY ROAD 266 FOR THE MOST EASTERLY CORNER OF SAID 169.3 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 68 DEG. 52 MIN. 27 SEC. WEST, WITH THE NORTH R.O.W. LINE OF SAID COUNTY ROAD 266, PASSING AT A DISTANCE OF 784.23 FEET TO A 5/8 INCH IRON PIPE FOUND WHICH BEARS FOR REFERENCE SOUTH 83 DEG. 18 MIN. EAST - 0.53 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 1,143.12 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND FOR AN ANGLE POINT OF THE SAID 169.3 ACRE TRACT;

**THENCE**, NORTH 45 DEG. 55 MIN. 12 SEC. WEST, OVER AND ACROSS SAID 169.3 ACRE TRACT, A DISTANCE OF 3,186.86 FEET TO THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 INCH IRON ROD STAMPED FOR AN ANLGE POINT OF SAID 169.3 ACRE TRACT BEARS NORTH 45 DEG. 55 MIN. 21 SEC. WEST - 86.86 FEET;

**THENCE**, NORTH 43 DEG. 21 MIN. 07 SEC. EAST, OVER AND ACROSS SAID 169.3 ACRE TRACT, A DISTANCE OF 100.15 FEET TO A POINT ON THE WEST LINE OF A CALLED 2.780 ACRE TRACT CONVEYED TO LAS ONCES COLINAS LLC, AS RECORDED UNDER DOCUMENT NUMBER 21040281, O.P.R.H.C.;

**THENCE**, SOUTH 46 DEG. 02 MIN. 42 SEC. EAST, WITH THE WEST LINE OF SAID 2.780 ACRE TRACT, A DISTANCE OF 202.08 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTH CORNER OF SAID 2.780 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 43 DEG. 27 MIN. 35 SEC. EAST, WITH THE SOUTH LINE OF SAID 2.780 ACRE TRACT, A DISTANCE OF 421.70 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE EAST CORNER OF SAID 2.780 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 46 DEG. 02 MIN. 42 SEC. WEST, WITH THE EAST LINE OF SAID 2.780 ACRE TRACT, A DISTANCE OF 202.87 FEET TO AN ANGLE POINT;

**THENCE**, NORTH 43 DEG. 21 MIN. 07 SEC. EAST, OVER AND ACROSS SAID 169.3 ACRE TRACT, A DISTANCE OF 528.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 81.082 ACRES OR 3,531,947 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57652, PREPARED BY WINDROSE LAND SERVICES.



ROBERT KNESS  
R.P.L.S. NO. 6486  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



04/08/2022  
DATE:  
REVISED: 4/28/2022  
REVISED: 01/27/2023

**Exhibit B**  
**Conceptual Land Use Plan**

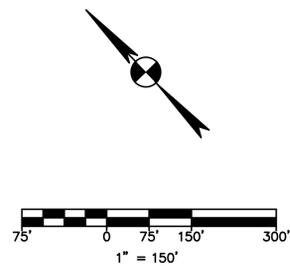
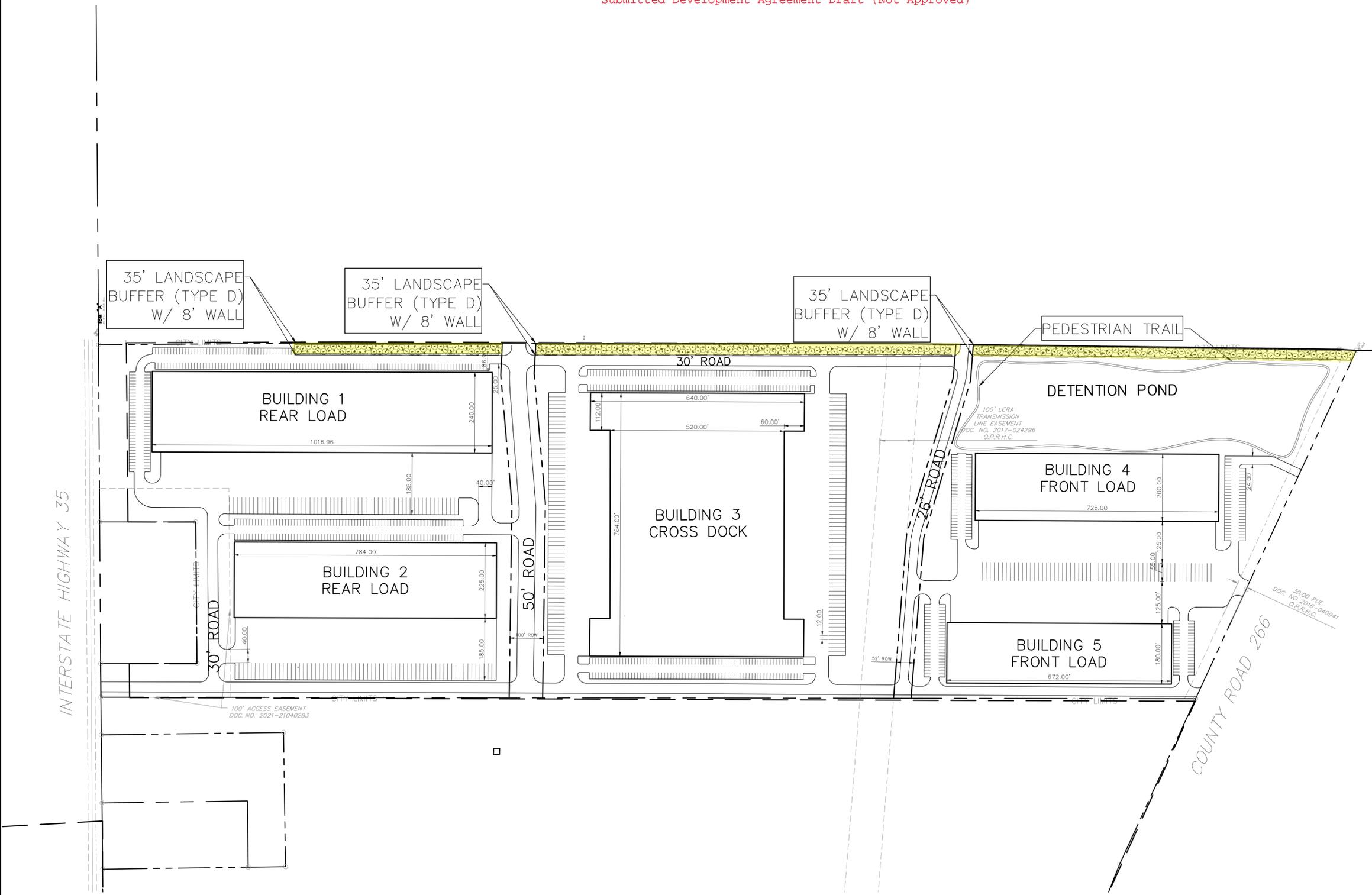
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DARREN HUCKERT #10112 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CONCEPTUAL LAND USE PLAN

IH-35 LOGISTICS PARK  
 SAN MARCOS, TEXAS  
 PRELIMINARY ENGINEERING

DRAWN BY:  
 DESIGNED BY:  
 QA / QC:  
 PROJECT NO.: 113859-0002

SHEET  
**01**  
 OF 01



NOTE:  
 PEDESTRIAN TRAIL SHOWN FOR ILLUSTRATION PURPOSES.  
 THE FINAL TRAIL ALIGNMENT WILL BE DETERMINED DURING  
 SITE DEVELOPMENT PERMIT.

**Exhibit C**  
**Land Use Matrix**

USE THIS SPACE TO NOTE ANY AMENDMENTS PROPOSED TO LAND USE MATRIX

STAFF WILL INSERT A FULL MATRIX IN FINAL DOCUMENT

Submitted Development Agreement Draft (Not Approved)

Section 5.1.1.2 Land Use Matrix

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS				DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
<b>AGRICULTURAL USES</b>																				
Barns or agricultural buildings	P	L	--	--	--	--	--	--	P	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.1
Stables	P	L	--	--	--	--	--	--	--	P	L	--	--	--	P	--	--	--	--	Section 5.1.2.2
Community Garden	P	P	L	L	L	L	L	--	P	P	L	L	L	L	P	P	P	P	P	Section 5.1.2.3
Urban Farm	P	C	C	C	C	L	L	C	P	P	L	L	C	C	P	P	--	P	C	Section 5.1.2.4
Plant Nursery	L	--	--	--	--	--	--	P	--	L	--	--	P	P	P	P	P	--	P	Section 5.1.2.5
<b>ACCESSORY USES AND STRUCTURES</b>																				
Accessory Building/Structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.1
Accessory Dwelling Unit	L	L	L	L	L	L	P	P	--	P	L	P	P	P	--	--	--	--	--	Section 5.1.3.1
Accessory Use, except as listed below:	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.3.2
Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	L	P	--	L	Section 5.1.3.2
Outdoor Display	--	--	--	--	--	--	--	L	--	--	--	--	L	L	P	--	--	--	L	Section 5.1.3.2
Food Truck	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.3.1
Drive-thru or Drive-in	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.3.2
Home Occupation	L	L	L	L	L	L	L	--	--	L	L	L	--	--	--	--	--	--	--	Section 5.1.3.4
Family Home Care	P	P	P	P	P	P	P	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.3.5
Short Term Rental	L	L	L	L	L	L	L	P	--	L	L	P	P	P	--	--	--	L	P	Section 5.1.3.6
<b>RESIDENTIAL USES</b>																				
Single Family Detached / Tiny Home	P	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Cottage Court	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Two Family	--	--	--	--	--	L	L	--	--	--	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Single Family Attached	--	--	--	--	L	L	L	L	--	--	P	P	P	P	--	--	--	--	--	Section 5.1.4.1
Small Multi-Family (up to 9 units)	--	--	--	--	--	L	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Courtyard Housing (up to 24 units)	--	--	--	--	--	--	L	L	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Multi-family (10 or more units)	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	Section 5.1.4.1
Purpose Built Student Housing	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

Submitted Development Agreement Draft (Not Approved)

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS				DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
Mobile Home Community / Manufactured Home Park / Tiny Home Village	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	Section 5.1.4.12
Fraternity or Sorority Building	--	--	--	--	--	--	C	C	--	--	--	C	P	P	--	--	--	--	--	Section 5.1.4.12
<b>COMMERCIAL USES</b>																				
Professional Office	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	--	--	P	Section 5.1.5.1
Medical, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.2
Urgent care, emergency clinic, or hospital	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	--	--	P	Section 5.1.5.2
Nursing/ retirement home	--	--	--	--	--	--	P	P	--	--	--	P	P	P	P	--	--	--	P	Section 5.1.5.2
Personal Services, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (indoor)	C	--	--	--	--	--	--	P	--	--	--	--	P	P	P	--	--	--	P	Section 5.1.5.3
Animal care (outdoor)	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.3
Funeral Home	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.3
Adult Oriented Businesses	See Section 18, Article 6 of the City Code																			
All Retail Sales, except as listed below:	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.4
Gasoline Sales	--	--	--	--	--	--	--	L	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Truck stop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	L	--	--	--	L	Section 5.1.5.4
Tattoo, body piercing	--	--	--	--	--	--	C	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Building material sales	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	P	P	--	P	Section 5.1.5.4
Vehicle Sales/ Rental	--	--	--	--	--	--	--	C	--	--	--	--	C	C	P	--	--	--	P	Section 5.1.5.4
Pawnshop	--	--	--	--	--	--	--	C	--	--	--	C	P	P	P	--	--	--	P	Section 5.1.5.4
Restaurant/ Bar, as listed below:																				
Eating Establishment	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	--	--	--	P	Section 5.1.5.5
Bar	--	--	--	--	--	--	--	C	--	--	--	--	C	C	C	--	--	--	C	Section 5.1.5.5
Mobile Food Court	--	--	--	--	--	--	--	C	--	--	--	--	P	P	--	--	--	--	--	Section 5.1.5.5
Sale of Alcohol for on premise consumption	--	--	--	--	--	--	C	C	--	--	--	C	C	C	C	--	--	--	C	Section 5.1.5.5

Submitted Development Agreement Draft (Not Approved)

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS				DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
Overnight Lodging, as listed below:																				Section 5.1.5.6
Bed and Breakfast (up to 8 rooms)	L	C	C	C	C	L	L	P	--	P	C	P	P	P	--	--	--	--	P	Section 5.1.5.6
Boutique Hotel (9 - 30 rooms)	--	--	--	--	--	--	C	P	--	--	--	P	P	P	--	--	--	--	P	Section 5.1.5.6
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	P	P	--	--	--	--	P	Section 5.1.5.6
Outdoor Recreation, except as listed below:	--	--	--	--	--	--	--	C	--	--	--	--	P	C	P	--	--	--	P	Section 5.1.5.7
Golf Course	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	C	C	Section 5.1.5.7
Traveler Trailers/ RVs Short Term stays	P	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	--	Section 5.1.5.7
Shooting Range	C	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	C	Section 5.1.5.7
Indoor Recreation, except as listed below:	--	--	--	--	--	--	--	P	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.5.8
Gym/ Health club	--	--	--	--	--	--	L	P	--	--	--	L	P	P	P	P	P	--	P	Section 5.1.5.8
Smoking Lounge	--	--	--	--	--	--	--	C	--	--	--	--	P	C	--	--	--	--	P	Section 5.1.5.8
Charitable Gaming Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	--	--	--	C	Section 5.1.5.8
Special Event Facility	C	C	--	--	--	--	--	C	--	C	--	--	--	--	--	--	--	--	--	Section 5.1.5.9
<b>PUBLIC &amp; INSTITUTIONAL</b>																				
Civic, except as listed below:	P	L	L	L	L	L	P	P	L	L	L	P	P	P	P	P	P	P	P	Section 5.1.6.1
Day Care Center	C	--	--	--	C	C	L	P	--	C	C	L	P	P	P	--	--	--	P	Section 5.1.6.1
Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.2
Minor Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section 5.1.6.3
Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																			
<b>INDUSTRIAL</b>																				
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	P	Section 5.1.7.2
Vehicle Service, as listed below:																				Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	C	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3

Submitted Development Agreement Draft (Not Approved)

**TABLE 5.1 LAND USE MATRIX**

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS				DEFINITION USE STANDARDS	
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH		EC
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P*	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

(Ord. No. 2020-60, 9-1-2020)

\*The following specified uses shall be Permitted ("P") on the Property:

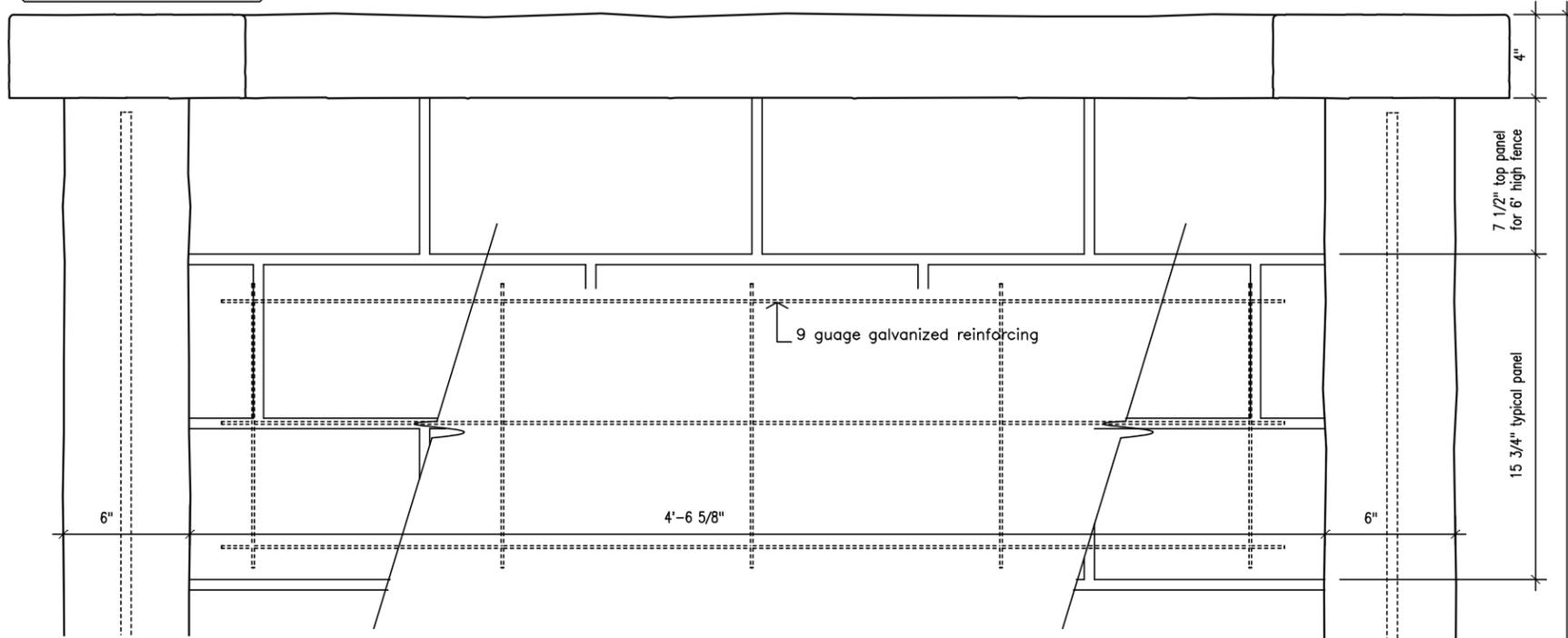
- i. outdoor collection & storage of waste in the normal course of business;
- ii. vehicle maintenance and/or repair related to normal course of business for a user/tenant as a private accessory use to an approved primary use;
- iii. storage and distribution of food and beverage products, as conforms with Section 5.1.7.4 of the SMDC (Warehouse and Distribution); or
- iv. indoor collection and storage of recyclable material.

**Exhibit D**  
**Fencecrete Specifications**



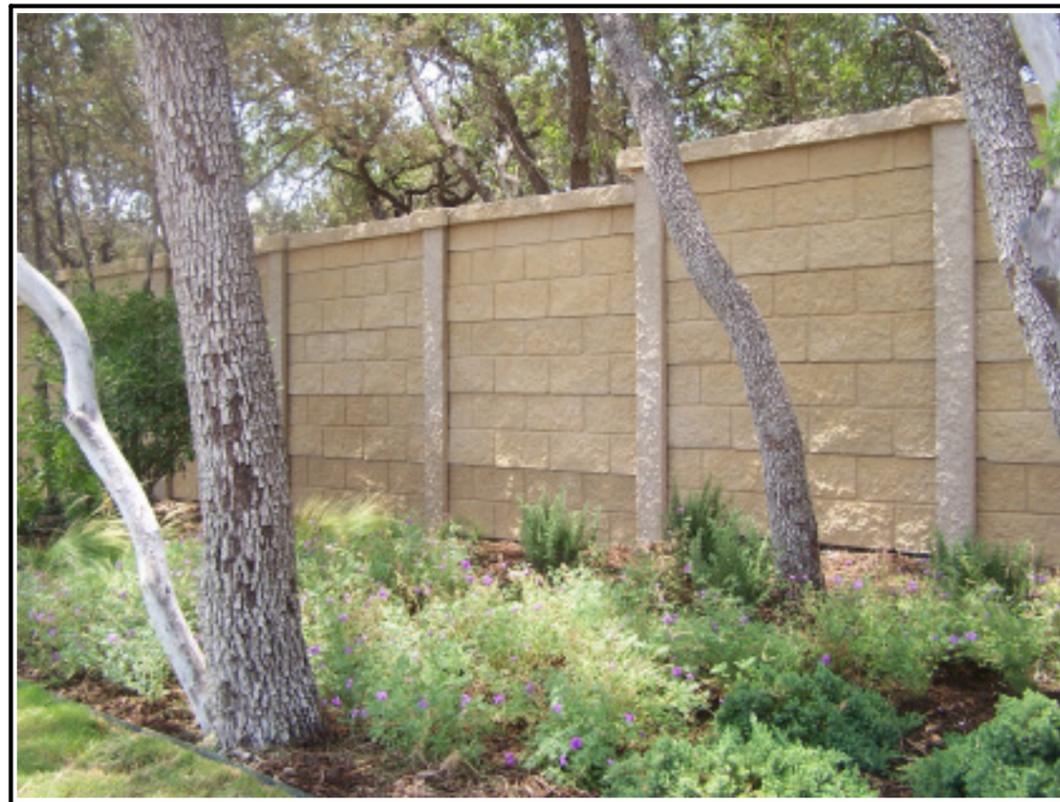
# FENCECRETE AMERICA, INC.

manufacturers of precast concrete fencing and masonry wall systems  
 15089 tradesmen drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com



Partial Fence Elevation

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



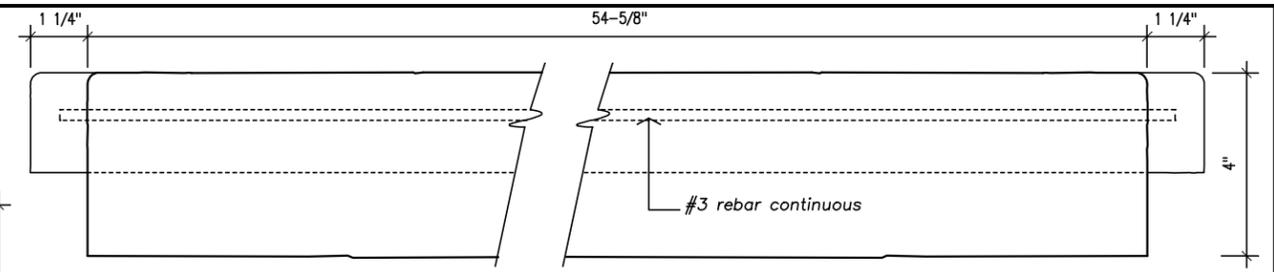
Split-Face CMU Style Concrete Fence

footing: 18" diameter, 24" deep (min.)  
 3000 p.s.i. concrete, varies according to local soil conditions

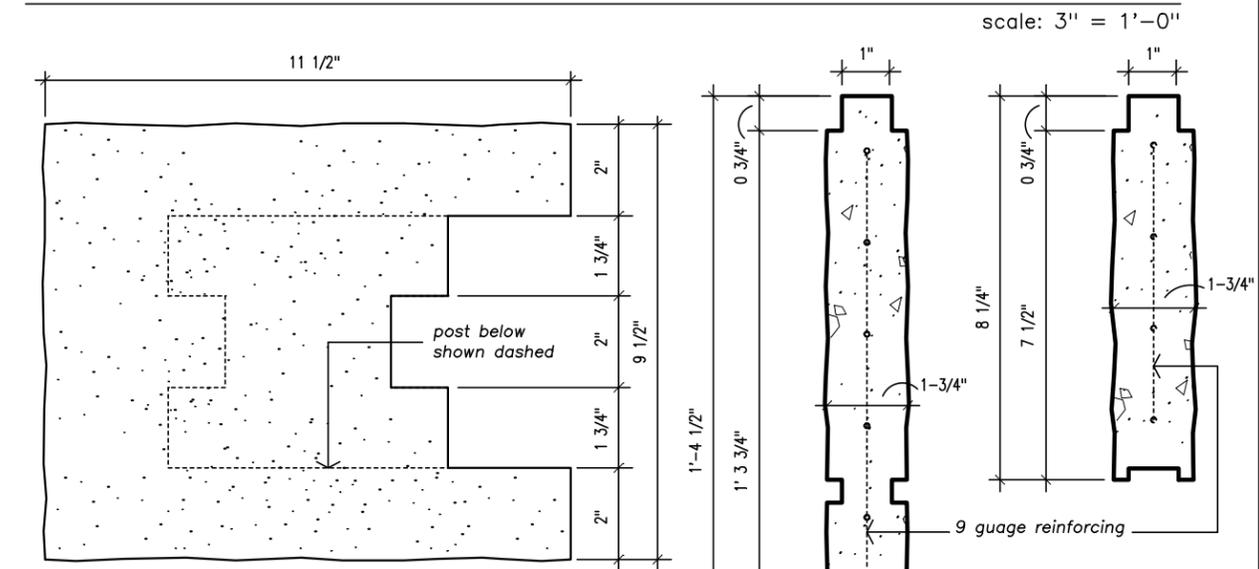
Post Reinforcing:  
 6' high fence:  
 2 each #4 rebars  
 8' high fence:  
 4 each #4 rebars

8'-0" maximum height

2'-0" (min.)

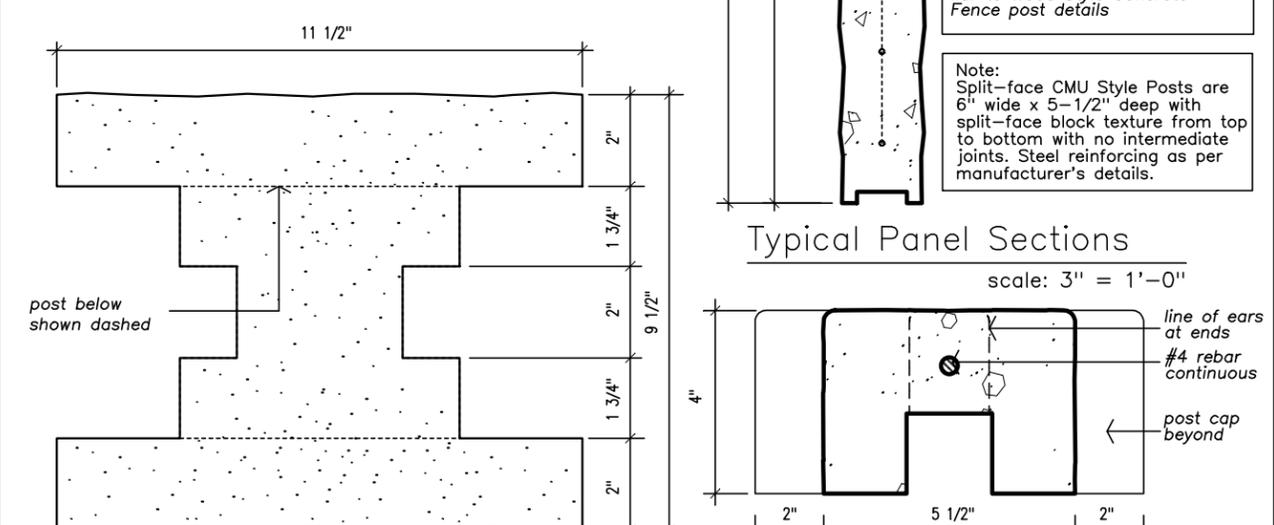


Caprail Elevation



Stop Post Cap

scale: 3" = 1'-0"



Running Post Cap

scale: 3" = 1'-0"

Caprail Section

scale: 3" = 1'-0"

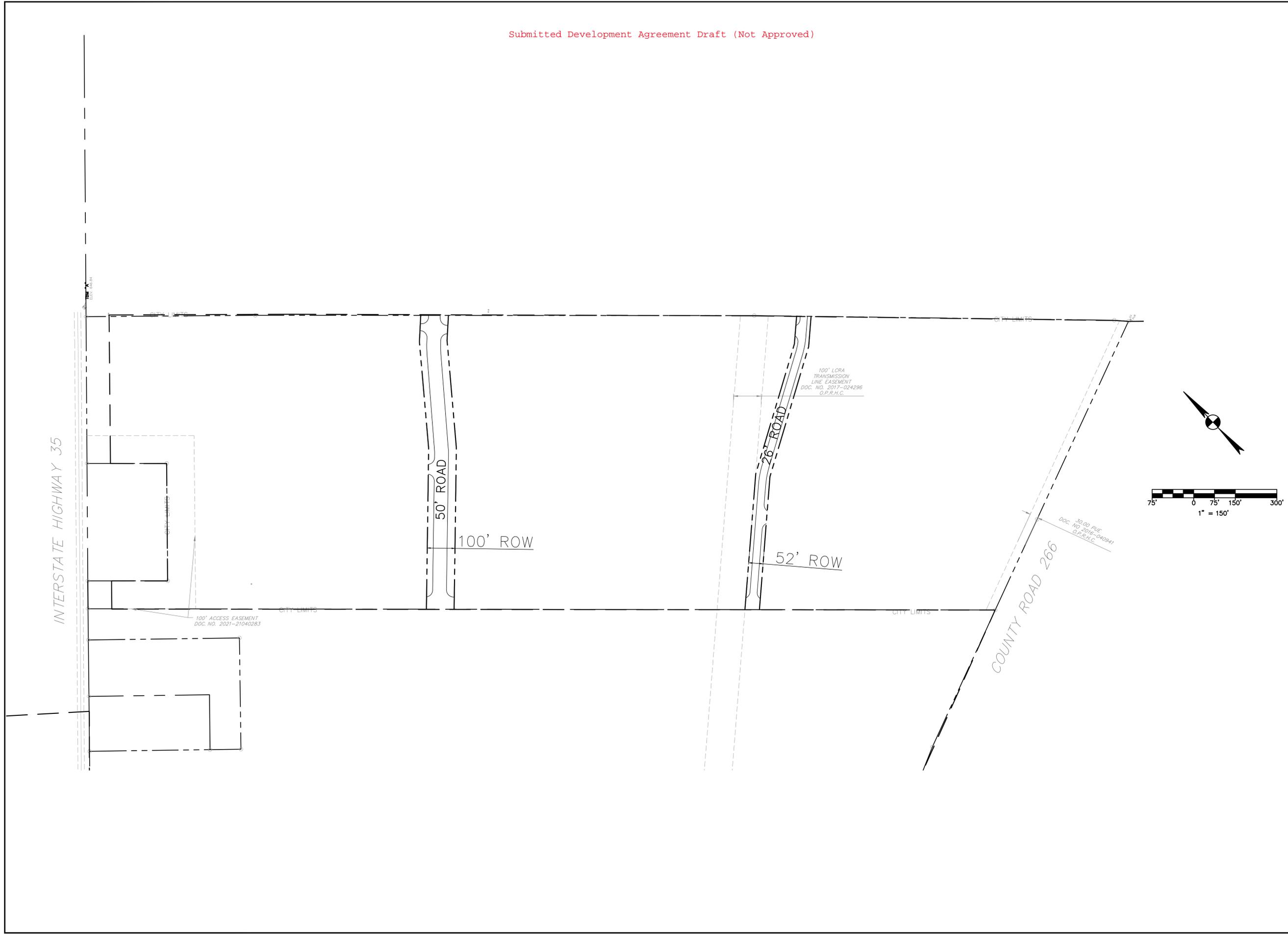
notes:

- The column height can be from 0 to a maximum of 10'-0". Additional heights are available upon special order.
- All fence concrete shall be 5000 p.s.i.
- All reinforcement shall be A.S.T.M. 615 grade 60. Special reinforcement is available upon special order.
- Concrete Footing: 12" - 18" diameter, 24" deep (min.), 3,000 p.s.i. concrete, depth varies according to local soil conditions.
- Split-face CMU Style panels can be provided in a variety of colors.
- Texture: All exposed sides have split-face block-like texture.
- Gates: Shall have additional steel supports adjacent to concrete columns.
- All steel reinforcement is prewelded with steel spacers so as to allow for maximum concrete coverage.
- A special silicone sealant is used to lock the caprail and post caps in place. This sealant requires special tools for removal.

We reserve the right to alter the design or specifications without incurring any obligation, all rights reserved.  
 Fencecrete America, Inc.

**Exhibit E**  
**Utility Easements and ROW**

Submitted Development Agreement Draft (Not Approved)



REVISION	NO.	DATE

**garza**  
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 Austin, Texas 78725  
 Tel. (512) 298-3284 Fax (512) 298-2592  
 TBPPE # F-14629  
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**PUBLIC ROW/UTILITY DEDICATION**

**IH-35 LOGISTICS PARK  
 SAN MARCOS, TEXAS**

**PRELIMINARY ENGINEERING**

DRAWN BY:	
DESIGNED BY:	
QA / QC:	
PROJECT NO.:	113858-0002

V:\113858-0002\CAD\EXHIBITS\SITE CONCEPT\113858-0002-SITE-CONCEPT\PUBLIC ROW DEDICATION.dwg modified by aregonriley on Feb 7, 23 3:35 PM