



**NOTICE OF MEETING
OF THE
GOVERNING BODY OF
BUDA, TEXAS**

*An agenda information packet is available for public inspection
In the Buda Public Library.*

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular Council Meeting** of the City of Buda, Texas, will be held on **Wednesday, October 07, 2009** at **6:30 PM.** in the City Hall Council Chambers at 121 Main Street, Buda, Texas 78610, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP

1. Review of the Parks Regulations Ordinance
Jake Eason, Parks Director

D. PUBLIC COMMENTS At this time, comments will be taken from the audience on non-agenda related topics for a length of time not to exceed three minutes per person. To address the City Council, please submit a Citizen's Comment Form to the City Secretary **prior** to the start of the meeting. *No action may be taken by the City Council during Public Comments*

E. PRESENTATION

1. Fire Chief, Clay Huckaby, Buda Fire Department, ESD #8, to make a brief presentation regarding the Susan G. Komen Foundation/American Cancer Society's Fundraiser "Care Enough to Wear Pink Campaign".
Chief Huckaby, Buda Fire Department
2. Tom Dahlstrom, representing Pedernales Electric Co-op, will make a presentation to Mayor Lane and members of the Council providing them with an update on the Cooperative's activities in the Buda area as well as answer any questions.
Tom Dahlstrom, Pedernales Electric Cooperative

F. PUBLIC HEARINGS

1. Hold a public hearing on a request for a change of zoning from Medium Density Residential (MR) to High Density Residential (HR) for Lots 54-60, Block A, Lots 1-37 Block C, Lots 1-2, Block D and Lots 1-5, Block E of the Green Meadows

Subdivision Section 2B consisting of approximately 12.91 acres of land generally located at the intersection of Feathergrass Drive and Old West Trail.

2. Hold a public hearing to receive written and/or oral comments regarding a City initiated proposal for the Full Purpose Annexation of certain properties containing approximately 157 acres of land located on the west side of IH 35, south of West Goforth Road and including the adjacent right-of-way (ROW) the same property being the Park 35 South Subdivision.

G. CONSENT AGENDA All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approval of the September 10, 2009 Special Called Council Meeting Minutes.
Toni Milam, City Secretary
2. Approval of the September 15, 2009 City Council Minutes
Toni Milam, City Secretary

H. REGULAR AGENDA ITEMS

1. Deliberation and possible action on the appointment of (2) Parks Commissioners.
Jake Eason, Parks Director
2. Deliberation and possible action on a request for a change of zoning from Medium Density Residential (MR) to High Density Residential (HR) for Lots 54-60, Block A, Lots 1-37 Block C, Lots 1-2, Block D and Lots 1-5, Block E of the Green Meadows Subdivision Section 2B consisting of approximately 12.91 acres of land generally located at the intersection of Feathergrass Drive and Old West Trail.
Ed Theriot, City Planner
3. Deliberation and possible action on a revised Preliminary Plan for the Stonefield Subdivision located on the northeast corner of Hillside Terrace and IH 35 between Old Goforth Road and IH 35.
Ed Theriot, City Planner
4. Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 2, consisting of 1.168 acres of land located at the northwest corner of Sandstone Trail and Shellstone Trail.
Ed Theriot, City Planner
5. Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 3, consisting of 14.171 acres of land located northeast of the corner of Sandstone Trail and Shellstone Trail.
Ed Theriot, City Planner

6. Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 4, consisting of 9.350 acres of land located northwest of the corner of Hillside Terrace and Old Goforth Road.
Ed Theriot, City Planner
7. Discussion and possible direction to staff regarding a request by Clear Wireless, LLC for a Tower License Agreement to allow the placement of an a wireless communications system on the City of Buda water tower located at 500 S. Loop 4 in Buda, Texas.
Ed Theriot, City Planner
8. Deliberation and possible action to accept the donation of Water and Wastewater Line Easements by Buda Wood Works, Davey Plumbing, Thomas and Theresa Lemman and Chisum Chance Inc. for the Rebel Drive Water and Wastewater Line extensions and authorizing the City Manager to execute the easements and contracts.
Stanley R. Fees, City Engineer
9. Deliberation and possible action accepting the donation of a Wastewater Easement by Southern Hills Church of Christ of Buda, John Godwin and Hays Consolidated Independent School District for the Hays Consolidated Independent School District Elementary #12 and authorizing the City Manager to execute the easements and donation contracts.
Stanley R. Fees, City Engineer
10. Deliberation and possible action on the Approval of the placement of the State mandated signs regarding the use of Cell Phones in School Zones.
Mike Beggs, Director of Public Works
11. Deliberation and possible action on the request for funding for the Buda Fine Arts Festival in the amount of \$4,000 for FY 09-10.
Kenneth Williams, City Manager

I. EXECUTIVE SESSION-CLOSED SESSION

12. The City Council will meet in Executive Session under Tex. Gov't Code 551.071 Attorney/Client Consultation; Pending and/or Contemplated litigation on the following: 1) Discussion regarding the threat of litigation correspondence from Attorney Terrence L. Irion regarding petition requesting referendum on Amendment No. 3 to the Agreement Concerning Creation and Operation of Sunfield Municipal Utility District No. 1 (Formerly Winfield Municipal Utility District No. 1); 2) Discussion regarding Barbara Pecuch, Ann-Marie Pecuch Sheely and Stephanie Pecuch v. The City of Buda and Bobby Lane; in the 200th Judicial District, Hays County, Texas, No. 08-1286.
Susan Rocha, City Attorney

EXECUTIVE SESSION-OPEN SESSION

13. Discussion and possible action regarding Barbara Pecuch, Ann-Marie Pecuch Sheely and Stephanie Pecuch v. The City of Buda and Bobby Lane; in the 200th Judicial District, Hays County, Texas, No. 08-1286.

Susan Rocha, City Attorney

J. STAFF REPORTS

1. City Manager’s Report.

Kenneth Williams, City Manager

- Citizen Advisory Committee Update
- Water projects
- Wastewater projects
- Drainage projects
- Road projects
- Capital Improvement projects
- Grant related projects
- Special projects
- Developments

K. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

No deliberation or discussion may take place by the City Council during this agenda item

EXECUTIVE SESSIONS

The City Council will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, Economic Development negotiations, or personnel matters as listed on this agenda. The City Council may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other items on this agenda.

L. ADJOURNMENT

The City Council reserves the right to adjourn into Executive session at any time regarding any issue on this agenda for which it is legally permissible.

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 312-0084, or FAX (512) 312-1889 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Buda, was posted on the bulletin board in front of Buda City Hall, which is readily accessible to the public at all times, by 6:30 p.m. on Friday, October 2, 2009.

Toni Milam, City Secretary, TRMC

I hereby certify that the above shown notice was removed from the posting location at the Buda City Hall, 121 Main Street, Buda, Texas 78610, at ____ on the ____ day of _____ 2009 and satisfies the 72-hour posting requirement.

Toni Milam, TRMC
City Secretary



City Council Agenda Item Report

October 7, 2009

Workshop Item No.

Contact – Jake Eason, City of Buda, 512-312-0084

jeason@ci.buda.tx.us

SUBJECT: DISCUSSION OF PARKS ORDINANCE WITH EMPHASIS ON COMMERCIAL USE.

1. Background / History

On June 2, 2009 Council approved a 90 day moratorium upon the issuance of permits for and the use of the following parks for commercial purposes: City Park, Greenbelt, Cullen Country; Bonita Vista; Bradfield; and Stoneridge. During that 90 day period staff was to research other cities ordinances and policies then present them to Park Commission for discussion and recommendation about amending Ordinance 031104-2 to either allow or not allow commercial use in the described parks.

2. FINDINGS/CURRENT ACTIVITY

Staff placed commercial use in city parks as an agenda item for a special called Parks meeting on August the 12th and regular scheduled meeting on August the 19th both of which didn't have a quorum due to commissioners having the flu. Staff scheduled another special called parks commission meeting on August 24, 2009 for recommendation of commercial use in parks. The parks commission discussed the implementation of a policy and a possible amendment to the ordinance to allow commercial use. They voted unanimously (4-0-0) to keep Ordinance 031104-2 as it currently reads addressing commercial use in the city parks.

3. FINANCIAL IMPACT

We currently do not charge for commercial use in parks. The current ordinance reads under Section 2 General: "No commercial activities shall be permitted except when hosted by or operated under the auspices of a community event for which a permit has been issued." There are daily rental fees collected for those community events.

4. ACTION OPTIONS/RECOMMENDATION

No action needs to be taken.



City of Buda Municipal Park Definitions

- a.) City Parks - means all parks in the corporate limits of the City of Buda that have been dedicated to the public, including all such Parks that are subsequently annexed into the city limits or dedicated to the public in the Buda corporate limits. The term also incorporates the Greenbelt area that is owned by the city, adjacent to the Missouri Pacific Railroad line and the Gazebo constructed therein.
- b.) Department – The City of Buda Park and Recreation Department.
- c.) Director – The Director of the Park and Recreation Department and/or his designated representative.
- d.) Community Event - means an event in the City that is open to the public in general and that enjoys widespread support, not only from the citizens of Buda, but also from the surrounding areas. This will also be classified as exclusive park rental and a community/special events packet must be completed.
- e.) Special Event - means any community event requiring a permit, road closure, sales of good or services or charging of admission. This will be classified as exclusive park rental and a community/special events packet must be completed.
- f.) Commercial activity - Commercial activities - includes any person, group, or organization, that makes or attempts to make a profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public parkland and that is owned and operated by the City of Buda. This includes Nonprofit Training/Fundraising Activity, Outdoor Revenue Generating Program, and Educational groups that receive money from participants in activities occurring on department land.
- g.) Sports associations, organizations or Foundations- any outside organized non-profit sports program that is not operated and or staffed by the city of buda.

Section 1 Public Park hours of operation

- a. The city parks shall be open to the general public between the hours of 6:00am to 10:00pm. In case of an emergency, or for other good cause, a park, or any part thereof, may be closed to the public by a city official.

*The city assumes no responsibility for the protection of persons utilizing the trail system because of its inability to supervise the entire trail.

- b. Any exceptions to the requirements of this section are authorized only by Council approval.

Section 2 Insurance and Liability

The City of Buda and its agents disclaim all liability resulting from the exclusive use of a municipal park, its facilities and/or equipment, gazebo and Greenbelts for events which are open to the public (community events, special events, or any other activity specified in these policies).

Organizers of these public events must provide proof of insurance indemnifying the city of Buda against any liability arising from such exclusive use. However, closed events (birthday parties, family reunion, etc) will not require the liability insurance. The city council shall have the right to waive the insurance requirement for charitable events. The waiver will be made on a case by case basis.

Section 3 Regulated/Prohibited items and Activities

- a. Hunting, Fishing and Camping: There shall be no hunting, catching or trapping of wildlife within any public park. Any fishing activities must comply with the current applicable federal, state, and local guidelines. Fishing will only be allowed in designated areas. Overnight camping within any publicly owned park or playground within the city limits is prohibited with the exception of a city sponsored program or community/special event.
- b. Alcoholic beverages: Possession, consumption, or distribution of alcoholic beverages is prohibited within all City parks and Recreation facilities except as follows:
 - (i) Except as provided in subsection (ii) below, possession and consumption of alcoholic beverages is limited to beer and wine served on the premises during community or private special events by individuals or organizations that have obtained all necessary approval and documents required by the Texas Alcoholic Beverage Commission, and the City of Buda. The permit holder will hold all liability responsibilities.
 - (ii) Possession and consumption of beer and wine is allowed during designated City sponsored events in designated areas. Consumption and possession is limited to wine and beer brought to the site by event Patrons for personal consumption and is limited in time to one hour preceding the event and during the event.
- c. Glass containers: It shall be a violation for anyone exhibiting, using, carrying or disposing of glass beverage containers in all city parks.
- d. Motor vehicles: it shall be a violation for any person or persons to operate any motor vehicle, including but not limited to motorcycles, motor scooters and mini bikes, in or through any city owned or operated park, except on parking areas and driving lanes provided.
- e. Sound Amplification: It shall be a violation for any person to engage in using sound amplification equipment of any kind without a proper permit.
- f. Open Fires: It shall be a violation to use any open fires or unauthorized cooking pits inside the boundaries of any city parks without proper permit.

- g. Fireworks, Firecrackers, Explosives: It shall be a violation to use fireworks, firecrackers, or explosives of any kind, in any City Parks unless authorized to do so by obtaining proper permits through Hays County and the City of Buda.
- h. Pets: All pets must be on a leash
- i. Sports Association /Organization/ Foundation Facility Fees
- (i) These groups must meet with the Parks and Recreation Director or an appointed agent and agree to terms in a written contract agreement. This contract will cover fees, policies and procedures, maintenance, and operation and standards in which the City of Buda facilities will be maintained.
 - (ii) Individual or entities must provide documentation of transactions for goods and/or services as well as provide a copy of liability insurance policy naming the city of Buda as an additional insured party when appropriate.
- j. Commercial activity
- (i) *No commercial activities shall be permitted except when hosted by or operated under the auspices of a community or special event in which a proper permit has been issued.*
 - (ii) *Commercial use in Public Park and is not authorized without approval from the City of Buda. Individuals or entities engaged with the provision and sale of goods and/or services on City of Buda park and will be required to provide all necessary documentation provided by the Parks and Recreation Department. Upon the completion of all required documentation, it is the City of Buda's sole discretion to approve the application.*
- Nonprofit Training/Fundraising Activity- A program/training class operated under the auspices of a not for profit organization that does not collect fees directly from class participants but operates for the ultimate purpose of generating revenues.
 - Commercial Use Permit- Written authorization from the Parks and Recreation Department to the applicant to conduct organized educational /leisure classes at designated park sites and to charge a fee of participants who desire to attend or participate in the commercial activity whether it's for profit or fundraising.
 - Outdoor Fee-based Activities- An organized program or activity that takes place at a regular meeting time daily or weekly over a consecutive number of weeks and in which the participants pay an enrollment fee to the organizer or instructor to attend.



- Outdoor Revenue Generating Program- Activities/events that are held three or more times a month to generate revenue.
- Education Program- program in which attendees pay a fee for any type of training or Educational Activity.
- Commercial Use Permit- Written authorization from the Parks and Recreation Department to the applicant to conduct organized educational /leisure classes at designated park sites and to charge a fee of participants who desire to attend or participate in the commercial activity whether it's for profit or fundraising.

k) Exceptions

Any exceptions to the requirements of this section are authorized only by council approval. Any exceptions to any of these requirements once approved by council must show and have all proper insurance and permits pertaining to their event or organization.

Section 4 Activities requiring permits

The city shall promulgate application and permit forms that are required or authorized by this policy, and the parks and recreation staff shall issue permits consistent with the buda parks policy. Permits are required for the following uses.

Distribution and sale of alcoholic beverages
Concerts/Sound Amplification
Use of Fireworks, Firecrackers, Explosives
Commercial activity
Carnivals

Section 5 Parks and Recreation Rental application Guidelines

a.) Requests for the rental of city park(s) facilities and equipment shall be directed to the parks and recreation department, who shall decide the appropriate procedure for approval. Community and special events may require an additional special /community event application which will be reviewed by the directors or assigned staff of the appropriate departments. Once reviewed this application will be put on the agenda for Council Approval.

(i) The special event application must be completed and returned to the department 60 days prior to the event.

- (1) Individuals, clubs, organizations, or businesses may rent city parks and recreation facilities, when available.
- (2) A deposit shall be required to rent City Parks, Recreation facilities and equipment. The deposit shall be a separate check from rental payment. Upon inspection and determination that parks and recreation facilities and or equipment have not been damaged and clean up cost have not incurred, the deposit shall be refunded. Parks should be left as they were upon arrival.



Section 6 Facilities available for Rental

Pavilions & Gazebo available at City Parks

Buda Sportsplex

(Available for practices, tournaments and special events).
4 recreation / Soccer / football fields & 4 softball fields

City park
Large Pavilion
Small Pavilion

Exclusive Municipal Park Rental for Community Event / Special Events

Individuals or groups wanting to have exclusive use of any Buda Parks and Recreation facilities must fill out the Community/Special event application. The Exclusive Rental rate will be applied for every 24 hour period the park is rented.

City Park (no admission charge)
Deposit (Refundable)
Greenbelt
Deposit (Refundable)

(A) Refunds

- (1) Cancellation of Reservations: must be made no less than 14 days prior to the reserved date in order to receive a refund. Non-use due to inclement weather conditions will be taken into consideration.
- (2) Deposits: Will be refunded upon inspection of the parks staff. The standard of cleanup shall be leave the park as it was when you arrived.

(B) Waiving of fees

(i) the City of Buda may waive all or a portion of the fee with the recommendation of the Parks and Recreation Commission and the approval of the city council when appropriate.

Section 7 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 of the agreement and the agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been a part of it.



Create community through people, parks and programs.

Draft

Commercial Use Checklist

Name of Business/Organization: _____

Contact Person: _____

Contact Information: _____

_____ Background Check

_____ Proof of Insurance showing The City of Buda as additional insured

_____ Food Handler's Permit Hays County

_____ Parking Plan

_____ Fee

_____ Description of Product or Service Being Sold

_____ Sales Tax Permit

_____ Signs/Advertisement

_____ Electrical Requirements

Definitions:

Commercial activities - includes any person, group, or organization, that makes or attempts to make a profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public parkland that is owned and operated by the City of Buda. This includes Nonprofit Training/Fundraising Activity, Outdoor Revenue Generating Program, and Educational groups that receive money from participants in activities occurring on department land.

(By type of group and type of activity)

- Nonprofit Training/Fundraising Activity- A program/training class operated under the auspices of a not for profit organization that does not collect fees directly from class participants but operates for the ultimate purpose of generating revenues.
(Ex. Farmers Market)
- Commercial Use Permit- Written authorization from the Parks and Recreation Department to the applicant to conduct organized educational/leisure classes at designated park sites and to charge a fee of participants who desire to attend or participate in the commercial activity whether it's for profit or fundraising.
(Ex. One time user, TPWD fishing class, food vendor)
- Outdoor Fee-Based Activities – An organized program or series of classes that takes place at a regular meeting time daily or weekly over a consecutive number of weeks and in which the participants pay an enrollment fee to the organizer or instructor to attend.
- Outdoor Revenue Generating Program- Activities/events that are held three or more times a month to generate revenue.
(Ex. Motorcycle training class in parking lots, Ice skate rink at City Park)
- Educational Program- Program in which attendees pay a fee for any type of training or educational activity.

**Checklist: Required items must be completed and attached to the
Commercial Use application**

- **Background Check(s)** – To ensure the safety of the participants / citizens a background check must be conducted on all individuals associated with the commercial activities. Applicants must distribute a background consent form provided by the city to all individuals associated with the commercial activity; this includes volunteers, paid employees and owners. All individuals associated with the commercial applicants operations must complete and sign the consent form accompanied with a photo id .

Received on: _____	Signature: _____ <p style="text-align: right;">PARD Representative</p>
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- **Proof of Insurance showing The City of Buda as additional insured-** Any commercial activity operating on City Parkland must have insurance in the amount of One (1) million dollar liability coverage. This can be in the form of a one day event insurance or by including the business as a rider on an existing insurance policy. The insurance policy must name the City of Buda as an additional insured.

Received on: _____	Signature: _____ <p style="text-align: right;">PARD Representative</p>
Insurance Carrier: _____	Policy #: _____

- **Food Handler's Permit Hays County-** To ensure the safety of visitors and citizens it is required that any organization, business or individual selling or distributing food must have and display a food handlers permit issued by Hays County.

Received on: _____	Signature: _____ <p style="text-align: right;">PARD Representative</p>
Permit #: _____	

- Parking Plan- Parking is very important when planning your operation. Residents need access in and out of their homes. Emergency Vehicles will also need to be able to move in and out of the designated area if necessary. A detailed parking plan is required. The plan needs to include location, transportation, direction, traffic flow etc.

Received on: _____	Signature: _____
	PARD Representative

- Fee- There are fees associated with the use of public parks for commercial use. These fees are set by the City Council and must be paid prior to approval of commercial operation.

Received on: _____	Signature: _____
	PARD Representative
Amount: _____	Receipt Attached: _____

- Description of Product or Service Being Sold- A full description of services, items, and all products being sold or advertised must be provided to the parks and recreation department. This includes all and any costs associated with the products and/or services.

Received on: _____	Signature: _____
	PARD Representative

- Sales Tax Permit- Proof of a sales tax permit issued by Hays County for the associated business must be provided.

Received on: _____	Signature: _____
	PARD Representative
Permit #: _____	

- Signs/Advertisement – All signs must comply with city ordinance. All advertisement materials including websites and fliers must be approved by the parks department. Advertising at the park will only be allowed during the operation of the organization.

Received on: _____	Signature: _____
Permit #: _____	PARD Representative

- Electrical Requirements

The need for electrical services for your operation must be carefully considered when planning your business and addressed very early in the planning stages. The cost to design and install electrical services for your business is the responsibility of the sponsoring organization.

A licensed electrician must perform all electrical work and be permitted through ATS inspections, City of Buda inspector and/or Fire Marshall's office. Any service located on City property that needs alteration for you use, must be restored to the previous condition following the event.

The City of Buda will not pay for your electrical set-up needs. The extent of your electrical use may require a consumption charge or the use of generators.

The following must be considered when speaking to your electrician:

- How many food vending booths will you have that require an electrical source? A list of all electrical items to be used in each booth must be provided to the electrician in order to provide adequate electricity to prevent breakers from tripping. This includes microwaves, crock pots, grills, hot plates, etc.
- If you are having any live or recorded amplified music, a stage plot indicating the amount of electricity required must be provide to the electrician. Live bands can consume large amounts of electricity and will require a generator.
- Do you require electrical service and lighting inside you tents?
- Electrical extension cords must be grounded free of splices and cracks and be UL approved.

The City of Buda reserves the right to approve / deny any electrical work done on city property. A consulting electrician might be required for your event depending on the extent of work performed.

Additional Electrical Source information:

- All plugs and lights located in the park are not necessarily active. Plugs are kept off for safety and fire ant reasons. You will need to discuss the layout of the operation with Parks staff before making plans that might not be achievable.

Will your event require any of the previously mentioned electrical sources? Yes _____ No _____

Electricians Name / Company: _____ Electricians Signature: _____

I have read the above information and understand that I am responsible for any damage to the electrical sources that I have performed work on. I am also responsible for any injury that may occur to any person(s) as a result of such work.

City of Buda



Commercial Use Application & Permit

Permit No. _____

Application for Commercial Use

Please circle the park you will be renting

Buda City Park	Bradfield Village	Bonita Vista	Cullen Country	Stoneridge
Greenbelt		Whispering Hollow		Sportsplex

Applicant information

Name of Organization: _____ Applicant: _____

Title: _____ Address: _____

City: _____ Non Profit IRS #(if applicable): _____

Home Phone: _____ Work Phone: _____ Cell phone: _____

Email address: _____

Commercial Use information (additional Packet must be completed)

Date(s) of rental: _____ Type of rental: _____ day _____ week _____ monthly

Use Time: _____ to _____ (hours) Must be within normal parks hours.

Hours of Operation if Day use or Monthly _____

Completion of Commercial Use Packet Date: _____ Reviewed By: _____

Parks Commission approval: _____ City Council Approval: _____

Commercial Fee (staff use only)

DESCRIPTION	HOURS	RATE	AMOUNT

Draft



Community & Special Events Checklist

Name of Event _____

Date of Event _____ Time of Event _____

Contact Person: _____ Phone _____

____ Park rental application and Special Events Packet Complete

____ Liability Insurance certificate
(Naming the City of Buda as the additional ly insured)

____ Security

____ Emergency Safety Management Plan

____ Alcohol Licensing and Permits

____ Structures (tents, amusement structures, etc.)

____ Electrician and needs

____ Fireworks Display Permit

____ Street Closures and Banners

____ Portable Toilets (delivery _____ / pick up _____)

____ Trash Collection (delivery _____ / pick up _____)

____ Parking

____ Layout of the event (parking and parade route if applicable)

____ Music/Sound Amplification permit



Special Events

A guidebook for
Special Events

To all event coordinators,

Thank you for choosing the City of Buda as your host site for your event. The City of Buda Parks and Recreation department is eager to assist you with the coordination of your special event. This information packet is designed to help you understand and comply with all city policies, regulations, and ordinances related to the production of a special event. It is the responsibility of the event coordinator to review all information contained in this packet and to comply with all policies, regulations, and ordinances.

The City of Buda Parks and Recreation Department requires that an application be filled out and submitted at least 60 days prior to the event. We will check the availability of the facility being requested and put a temporary contract on the date until the event receives final approval from the Parks Director and possibly the City Council. A member of the parks and recreation staff will inform you of staffs decision, at that time you will need to come in and make payment on the facility and sign the contract. At this time a timeline and meeting dates will be set. The purpose of this meeting is to discuss the content and focus of your event, how it will impact city services, park patrons, and ultimately to ensure that participants enjoy a safe and well planned experience.

If your event is less than 3 months away, based on its content and nature; you may or may not be permitted to proceed. Regardless, please submit the application for review.

The City of Buda Parks and Recreation Department also requires a post-event meeting be scheduled following the event to evaluate and make recommendations for future events.

As an event coordinator you are undertaking a large responsibility for the production of your special event. Remember that advanced planning will help ensure that your event runs smoothly; last minute planning will create havoc and headache.

Sincerely,

Jake Eason
Director Parks and Recreation
City of Buda
512-312-0084

City of Buda
 Buda Public Parks Rental Application
 Permit No. _____



Application for City parks. Please Type or Print neatly

Please circle the park you will be renting.

Buda City Park

Historic Stagecoach Park

Greenbelt

Applicant information

Name of Organization: _____ Applicant: _____

Title: _____ Address: _____

City: _____ Non Profit IRS #(if applicable) _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email address: _____

Park Use information

Date(s) of rental: _____ Type of rental: _____ hourly _____ daily _____ Exclusive
 Use Time: _____ to _____ (4 hour time slots)

Additional Information

Please see the parks and amenities spreadsheet for a detailed listing of each park.

Parks	Buda City Park	Historic Stagecoach Park	Greenbelt
Large Pavilion			
Small Pavilion			
Gazebo			
Movie Screen			
Stage			
Staff			

Pavilions: Rented in 4 Hour increments. Both pavilions can be reserved all day or Exclusive City Park Rental.

Gazebo: Rented in 4 Hour increments. Gazebo is included in exclusive Greenbelt rental.

Movie Screen: Requires 4 parks and Recreation Staff Members

Stage: Placement requirements must be submitted with the application.

Staff: you can request a Buda Parks and Recreation Staff members for trash pick-up, or other maintenance needs that might arise during your event.

Event Insurance

Any event that is open to the public must have insurance in the amount of One (1) million dollar liability coverage. This can be in the form of a one day event insurance or by including the event as a rider on an existing insurance policy. The insurance policy must name the City of Buda as an additional insured.

A copy of the insurance certificate must be turned in to the Parks and Recreation Department one week prior to the event.

Certificate received on: _____	Signature: _____
	PARD Representative
Insurance Carrier: _____	Policy #: _____

Security Requirements

Based on the size and content of your event, the City may require the use of certified/uniformed peace officers (Hays County Sheriffs Department / Buda Patrol). Security for special events is the responsibility of the sponsoring organization. The sponsoring organization must pay for any cost related to the security.

Security guards must be present 30 minutes prior to the beginning of the event to 30 minutes after the event is over. Officers must receive a schedule of the event and the hours they will be required on site as well as an itinerary for the event. The names, and contact information of these officers will be required by the Parks and Recreation Department and due one week prior to the event.

Guard requirements: two (2) officers for the first 500 people and one (1) officer for every additional 500 participants.

The City of Buda has the right to require additional security

Security information received on: _____	Signature: _____
	PARD Representative
<u>NAME OF SECURITY BEING USED FOR THIS EVENT:</u>	
Security Company: _____	Phone#: _____
Officer #1: _____	Phone#: _____
Officer #2: _____	Phone#: _____
Officer #3: _____	Phone#: _____
Officer #4: _____	Phone#: _____
Officer #5: _____	Phone#: _____
Officer #6: _____	Phone#: _____

Safety Management Plan

Events that are held on City Property must also submit a written Public Safety Management Plan. As the event coordinator, you are responsible for the safety of all participants. Consideration of safety must be a top priority in all aspects of event planning. The following topics are a suggestion and must be covered in your plan.

- Security Name and Schedule
- Crowd Management
- Command Post
- First Aid Station
- Traffic Flow
- Inclement Weather
- Ingress and Egress of Event / Park
- Emergency Services on site if applicable
- Lost Children / Lost and Found Area
- Fencing and Barriers – ingress and egress

A copy of this plan must be submitted to the City of Buda Parks and Recreation Department for obtaining a signature of review from the Fire Marshall and Law Enforcement.

Emergency Plan received on: _____	Signature: _____ PD Representative
Approved: Yes ____ No ____	Signature: _____ Fire Marshall Representative

Alcoholic Beverage Policy

The Texas Alcoholic Beverage Commission (TABC) controls the sale or distribution of alcoholic beverages. In addition to the rules and regulations set by TABC, the City of Buda has rules that apply to alcoholic beverages.

- a. **Alcoholic beverages:** Possession, consumption, or distribution of alcoholic beverages is prohibited within all City parks and Recreation facilities except as follows.
 - (i) **Except as provided in subsection (ii) below, possession and consumption of alcoholic beverages is limited to beer and wine served on the premises, during community or private special events by individuals or organizations that have obtained all necessary approval and documents required by the Texas Alcohol Beverage Commission, and the City of Buda. The permit holder will hold all liability responsibilities.**
 - (ii) **Possession and consumption of beer and wine is allowed during designated City sponsored events in designated areas. Consumption and possession is limited to wine and beer brought to the site by event**

Patrons for personal consumption and is limited in time to one hour preceding the event and during the event.

Alcoholic Beverage Policy cont.

- b. **Glass containers:** It shall be a violation for anyone exhibiting, using, carrying or disposing of glass beverage containers in all city parks.

A copy of the TABC license must be provided to the Parks and Recreation Department 1 week prior to the event

Will alcohol be sold at this event: Yes ____ No ____ TABC Certificate received on (if applicable :) _____ Signature: _____ PARD Representative
--

Food Service

To ensure the safety of visitors and citizens it is required that any organization, business or individual selling or distributing food have their food handlers permit through Hays County.

A copy of the Food Handlers Permit must be provided to the Parks and Recreation Department 1 week prior to the event

Will food be sold at this event: Yes ____ No ____ Food Handlers Permit received on (if applicable :) _____ Signature: _____ PARD Representative

Temporary Structures

All temporary structures, portable buildings, fences, food booths, stands, stages etc. will require a "Temporary Structure" permit available through the Parks and Recreation Department. A map of the event site, detailing the location of all structures must be provided in order to obtain a permit. The sponsoring organization is required to pay for all permit fees.

Structure listing received on: _____ Signature: _____ PARD Representative
Approved: Yes ____ No ____ Permits issued on: _____ Initial: _____

Temporary Tents, Canopies and Membrane Structures

Tents and membrane structures having an area in excess of 200 square feet (14'x14') and canopies in excess of 400 square feet (20'x20') shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Buda Fire Marshal's Office. A map of the event

site, detailing the location of all structures must be provided in order to obtain permit. A Permit Fee of \$50 dollars shall be paid to the Buda Fire Department for each tent, canopy or membrane structure.

A **Flame Retardant Certificate** is required for each permit required tent. Flame Retardant Certificates can be faxed to the Buda Fire Marshal's office at 512-295-5818.

Tent Vender: _____	Phone #: _____
Flame Retardant Certificate received on: _____	Signature: _____ Fire Marshal Representative
Inspection of tents Approved: Yes _____ No _____	
Signature: _____, Fire Chief and/ or Fire Marshal Rep.	

Electrical Requirements

The need for electrical services for your event must be carefully considered when planning your event and addressed very early in the planning stages. The cost to design and install electrical services for your event is the responsibility of the sponsoring organization.

A licensed electrician must perform all electrical work and be permitted through ATS inspections, City of Buda inspector and/or Fire Marshall's office. Any service located on City property that needs alteration for you use, must be restored to the previous condition following the event.

The City of Buda will not pay for your electrical set-up needs. The extent of your electrical use may require a consumption charge or the use of generators.

The following must be considered when speaking to your electrician:

- How many food vending booths will you have that require an electrical source? A list of all electrical items to be used in each booth must be provided to the electrician in order to provide adequate electricity to prevent breakers from tripping. This includes microwaves, crock pots, grills, hot plates, etc.
- If you are having any live or recorded amplified music, a stage plot indicating the amount of electricity required must be provide to the electrician. Live bands can consume large amounts of electricity and will require a generator.
- Do you require electrical service and lighting inside you tents?
- Electrical extension cords must be grounded free of splices and cracks and be UL approved.

Electrical Requirements Cont.

The City of Buda reserves the right to approve / deny any electrical work done on city property. A consulting electrician might be required for your event depending on the extent of work performed.

Additional Electrical Source information:

- All plugs and lights located in the park are not necessarily active. Plugs are kept off for safety and fire ant reasons. You will need to discuss the layout of the event with Parks staff before making plans that might not be achievable.

<p>Will your event require any of the previously mentioned electrical sources? Yes _____ No _____</p> <p>Electricians Name / Company: _____ Electricians Signature: _____</p> <p><i>I have read the above information and understand that I am responsible for any damage to the electrical sources that I have performed work on. I am also responsible for any injury that may occur to any person(s) as a result of such work.</i></p>

Street Closures

All requests for city street closures must be handled through the Buda Police and Public Works department. The Parks and Recreation Department will assist in the procedure for street closure. Final authorization of the street closure will go through city council. The sponsoring organization will be responsible for all associated costs. A detailed map must be submitted outlining street closure request and times of closures.

Request for street closure received on: _____	Signature: _____ PARD Representative
Council Approved: Yes ____ No ____	Signature: _____ Buda Police Chief
Signature: _____ Fire Chief / Marshal	Signature: _____ Director of Public Works

Street Signs and Banners

Street signs are an effective way to advertise your event and direct participants to designated parking areas. When you choose to use street signs, please be aware that you will need to obtain permission from the appropriate authorities; this will include the City of Buda Code Enforcement and/or the Texas Department of Transportation depending on the location(s) of the sign(s). The Pedernales Electric Company performs the installation of the overhead street banners.

Request for placement of banner received on: _____	Approved: Yes _____ No _____
	Signature: _____ PARD Representative

Restroom Facilities

Depending upon the size and the location of the event, the addition of portable toilets may be necessary. The following guidelines will help you with the coordination of portable toilets for your event.

- An adequate number of toilets must be provided depending upon the number of participants expected and the duration of the event. Other factors include the ratio of male to female participants and the availability / consumption of alcoholic beverages at the event.
- ADA approved accessible toilets must be provided at the event.
- Toilets must be located on a surface that has adequate water drainage. The location must be approved by the Parks and Recreation Department.

Supplier of Port-O-Cans: _____ Phone # : _____

Date and time of delivery: _____

Date and time of Pick up: _____

Trash and Litter Removal

Clean well kept grounds are important to the safety and the satisfaction of the event participants. Large numbers of trash containers placed throughout the event site in high traffic and eating areas will help minimize the amount of trash that ends up on the ground. The use of a rental dumpster is the recommended method for disposing of trash. The following rules and guidelines apply to trash and litter removal.

- The sponsoring organization is responsible for scheduling and paying for dumpsters and trash containers.
- The number of dumpsters necessary will depend on the number of participants at the event, the amount of food and drink available, and the actual size of the event.
- Plans for a clean-up crew are required. Cleaning crews should be working throughout (multiple day events), and at the conclusion of the event. Failure to adequately clean will result in the loss of your deposit.
- Event sites must be cleared of all ground trash immediately following the event or as specified by the Parks and Recreation Department. Dumpsters must be removed no later than 24 hours following the event.

Supplier of Trash Receptacles: _____ Phone # : _____

Number of Dumpsters: _____ Number of trash cans: _____

Date and time of delivery: _____

Date and time of Pick up: _____

Parking

Parking is very important when planning your event. Residents need access in and out of their homes. Emergency Vehicles will also need to be able to move in and out of the event if necessary. A detailed parking plan is required. The plan needs to include location, transportation, direction, traffic flow etc.

Fireworks Display

All fireworks displays require a Fireworks Display Permit. The permit application can be obtained from the Fire Marshal's Office. The Permit Fee of \$50 dollars shall be paid to the Buda Fire Department. Additional information needed for the permit shall include a diagram of the location at which the display will be conducted, including the site from which fireworks will be discharged; the location of buildings, highways, overhead obstructions and utilities; the lines behind which the audience will be restrained and audience parking.

Request for fireworks display received on: _____ Approved: Yes _____ No _____
Signature: _____ Fire Marshal's Representative

Amplified Music

Amplified music is permitted and allowed in the following parks

- City Park
- Downtown Greenbelt

Park Curfew

All parks are closed from 10 pm to 6am

Any request for extended hours must be submitted in writing and all departments must review the request.

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and its officers, employees, and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture, or equipment caused by the occupancy or our organization on the premises.

Signature

Date



BUDA PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF LOCAL 4650
PO BOX 683
BUDA, TX 78610

CARE ENOUGH TO WEAR PINK CAMPAIGN

Buda Professional Fire Fighters Association Local 4650

Did you know...

The American Cancer Society estimates that women will die of the following cancers:

<input type="checkbox"/> Lung cancer	71,030
<input type="checkbox"/> Breast cancer	40,480
<input type="checkbox"/> Colon cancer	25,700
<input type="checkbox"/> Pancreatic cancer	16,790
<input type="checkbox"/> Lymphoma	10,020

What can I do to prevent from being a statistic? The American Cancer Society recommends early detection screening.

- Yearly mammograms beginning at age 40
- Self examinations as early as 20
- Beginning at age 50 women AND men should begin screening involving examinations related to colon and rectum cancers
- Individuals with personal or family history of colorectal cancer or adenomas, inflammatory bowel disease, or high-risk genetic syndromes should continue to follow the most recent recommendation for individuals at increased or high risk.

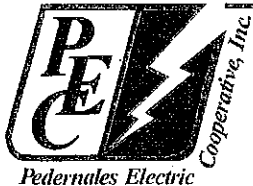
How can I get involved? Simply contact a Buda firefighter to purchase a pink shirt. We encourage all Buda area residents to join with your firefighters and wear your pink shirts on October 25th, 26th, and 27th. This is when we will be wearing our shirts as our on duty uniform. The cost of the shirts will be \$15 and all of the proceeds raised from the sale will go to the Susan G. Komen Foundation and to the Firefighters Cancer Support Network.

For more information or to purchase a shirt please visit www.iaff4650.org or call the Buda Fire Main Station at 512-295-2232.

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P.O. Box 1 Johnson City, Texas 78636-0001
(830) 868-7155 • 1-888-554-4732
www.pec.coop

REC'D SEP 23 2009

September 21, 2009


The Honorable Bobby Lane
City of Buda
P. O. Box 1218
Buda, Texas 78610

Dear Mayor Lane:

Pedernales Electric requests that time be reserved on the Buda city council agenda for the meeting scheduled October 6, 2009, at 7:00 p.m. Tom Dahlstrom will be attending to provide the council with an update on the Cooperative's activities in your area as well as answer any questions you may have.

If there is a change in the date or time of the above scheduled meeting, please notify Cheryl Forté at (830) 868-5046 or toll free at 1-888-554-4732, Extension 5046.

Sincerely,



Jeanell Davis
Assistant General Manager

JD:caf

cc: Archie Lopez
Mr. Kenneth Williams

CITY OF BUDA
PUBLIC HEARING NOTICE

The City of Buda Planning and Zoning Commission will hold a public hearing at 7:00 P.M. on Tuesday, September 22, 2009 and the City of Buda City Council will hold a public hearing at 7:00 P.M. on Tuesday, October 6, 2009 at Buda City Hall, 121 Main St., Buda, Texas to receive written and/or oral comments in regards to a request for a change of zoning from Medium Density Residential (MR) to High Density Residential (HR) for Lots 54-60, Block A, Lots 1-37 Block C, Lots 1-2, Block D and Lots 1-5, Block E of the Green Meadows Subdivision Section 2B consisting of approximately 12.91 acres of land generally located at the intersection of Feathergrass Drive and Old West Trail.

CITY OF BUDA
ANNEXATION
PUBLIC HEARING

The City of Buda City Council will hold public hearings at 7:00 P.M., Wednesday, October 7, 2009 and Tuesday October 20, 2009 at Buda City Hall, 121 Main St., Buda, Texas to receive written and or oral comments in regards to a City initiated proposal for the Full Purpose Annexation of certain properties containing approximately 123 acres of land located on the west side of IH 35, south of West Goforth Road and including the adjacent right-of-way (ROW) the same property being the Park 35 South Subdivision. The City Council will consider the adoption of the annexation Ordinance on Tuesday, November 3, 2009. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.



City Council Agenda Item Report

October 07, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Hold a public hearing to receive written and/or oral comments regarding a City initiated proposal for the Full Purpose Annexation of certain properties containing approximately 157 acres of land located on the west side of IH 35, south of West Goforth Road and including the adjacent right-of-way (ROW) the same property being the Park 35 South Subdivision.

1. BACKGROUND/HISTORY

The City of Buda has initiated a proposed full purpose annexation of approximately 157 acres located on the west side of IH 35 and better known as the Park 35 Subdivision. At their July 21, 2009 meeting, the City Council adopted a resolution directing staff to prepare a service plan and initiate annexation proceedings accordingly.

This is a predominantly platted area that is currently developed with commercial and light industrial uses.

2. FINDINGS/CURRENT ACTIVITY

This is the first of two (2) required public hearings. The second hearing is scheduled for the October 20, 2009 regular City Council meeting. City staff has prepared a service plan outlining the level of current municipal services to the land and the timeline planned for the provision of certain services which is included in the Council's packet.

3. FINANCIAL IMPACT

Water service to the area is currently provided by Goforth and Southwest Water systems. Private on-site systems are being utilized for wastewater service. Any necessary water and wastewater infrastructure to serve the development of this property will be the responsibility of the property developer or the water service provider.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the City Council hear public comments related to the annexation. No action is required at this time.

Park 35 Annexation and Zoning Timetable

- September 4th** – Send Written Annexation Notice to all Property Owners and Service Providers
- September 11th** – Send Annexation Public Notice to Newspaper
- September 16th** – Publish Annexation Public Notice (also must be posted on website)
- September 16th** – Post Annexation Notice Signs along Right of Way (IH 35 Frontage)
- September 18th** – Send Zoning Public Hearing Notice to Newspaper
- September 23rd** – Publish Public Hearing Notice for Initial Zoning (also must be posted on website)
- September 23rd** – Post Zoning Notice Signs along Right of Way (IH 35 Frontage)
- October 2nd** – Send Written Zoning Notice to all Property Owners
- October 7th** – 1st Public Hearing – City Council
- October 13th** – Public Hearing and Planning and Zoning Commission Recommendation on Initial Zoning
- October 20th** – 2nd Public Hearing – City Council
- November 3rd** – City Council Consideration of Annexation Ordinance
- November 3rd** – City Council Public Hearing on Initial Zoning and Consideration of Zoning Ordinance

SERVICE PLAN CITY OF BUDA, TEXAS

SERVICE PLAN FOR ANNEXATION OF 157 ACRES

Upon annexation of the area identified above and as identified on Exhibit A, the City of Buda will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

As used in this plan, the term "services provided" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City with like topography, land use and population density as those found within the newly annexed areas, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances.

1. **Police Protection**

Hays County, Texas will provide law enforcement services to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas.

2. **Fire Protection and Emergency Medical Services**

The Hays County Emergency Services District # 8 will continue to provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

The Hays County Emergency Services District # 2 will continue to provide EMS services to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**

The annexation area is currently in the water service area of the Goforth Water Supply (GWS) system and all water and all existing water facilities will continue to be owned and maintained by GWS. Water facility extensions shall be in accordance with the rules and policies of GWS.

All water and wastewater facilities owned or maintained by the City of Buda at the time of the proposed annexation shall continue to be maintained by the City of Buda. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Buda to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Buda standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. **Solid Waste Collection**

Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is

received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Sanitation Manager. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowners association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

The City of Buda, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Buda, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Buda, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

Police and Fire Protection and Solid Waste Collection

The City of Buda, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Buda, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water and Wastewater Facilities**

For the next 2 ½ years, the City of Buda, Texas finds and determines that there is sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Buda extension policies.

3. **Roads and Streets**

The City of Buda Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Buda Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Buda, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Buda.

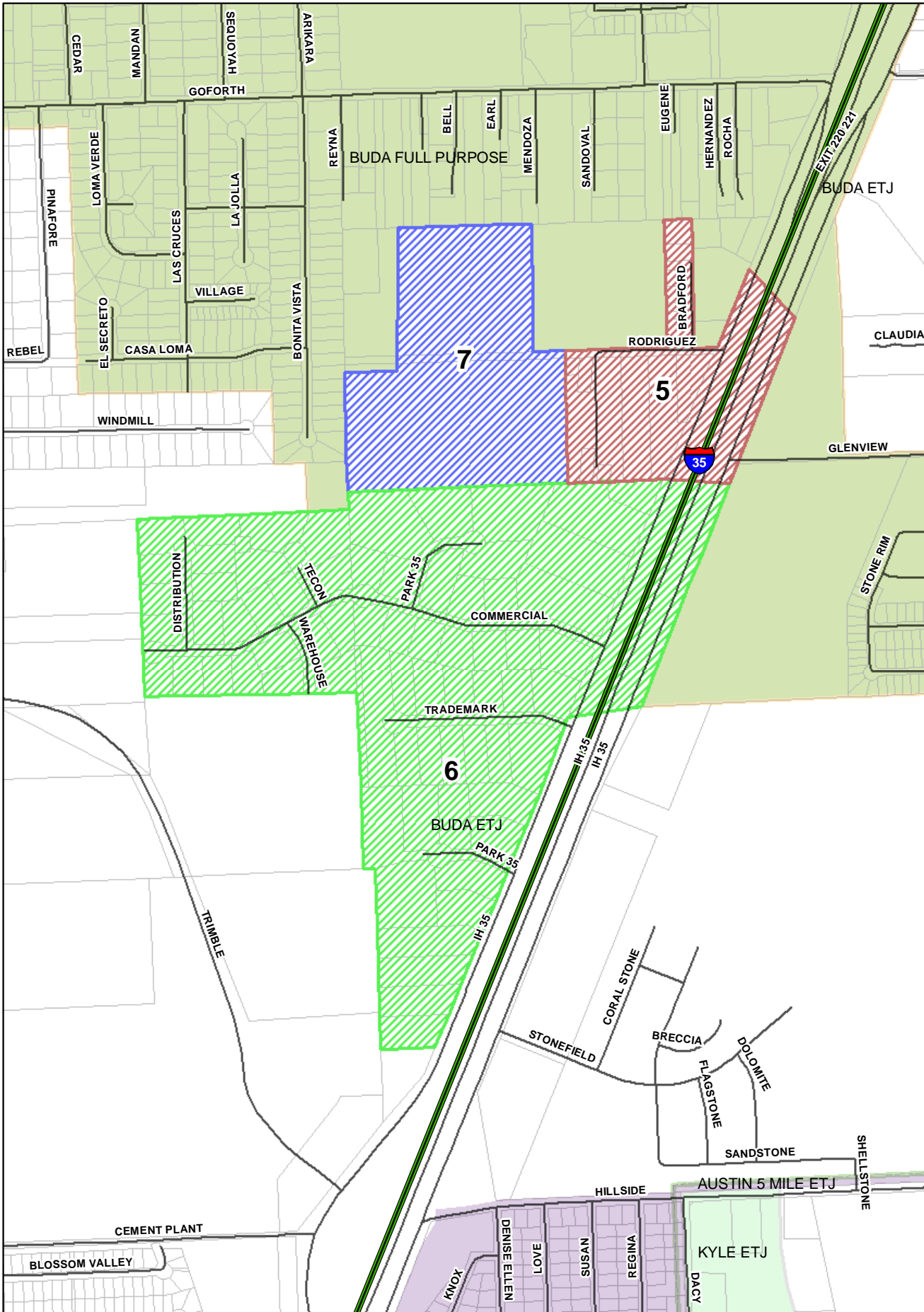
LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

City of Buda - Potential Growth Area



Proposed Annexation

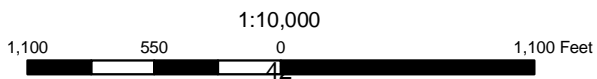
- 7, Adjacent Property
- 6, Park 35 South
- 5, North of Park 35 S.
- Parcels
- Buda City Limit
- Buda 1 Mile ETJ
- Streets



Projection: Lambert Conformal Conic
 (Central Texas StatePlane - FIPS 4203)
 Units: Feet
 Datum: NAD83
 Central Meridian: 100.3333333
 Standard Parallel 1: 30.1166667
 Standard Parallel 2: 31.8833333
 Latitude Of Origin: 29.6666667
 False Easting: 299583.3333333
 False Northing: 984250.0000000

Lockwood, Andrews & Newnam Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.

Created by: Richard McEntee, GSP
 July, 2009





**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane

Austin, Texas 78744

157.207 ACRE

POLITICAL SUBDIVISION DESCRIPTION (PROPOSED ANNEXATION)

CITY OF BUDA, TEXAS

A DESCRIPTION OF 157.207 ACRES (APPROXIMATELY 6,847,930 S.F.) OF LAND OUT OF THE GEORGE HERDER SURVEY NO, 537, ABSTRACT NO. 239, TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT 465, JACOBS LENTS SURVEY NO. 32, ABSTRACT NO. 284 AND JAMES HERDMAN SURVEY NO. 33, ABSTRACT NO.231, IN HAYS COUNTY, TEXAS, CONSISTING OF: LOTS 2 THROUGH 13, BLOCK A, PARK 35 SOUTH SECTION 1, A SUBDIVISION RECORDED IN BOOK 8, PAGE 397; ALL OF THE AMENDED PLAT OF LOTS 4, 5 AND 8 BLOCK A, PARK 35 SOUTH SECTION 1, A SUBDIVISION RECORDED IN BOOK 11, PAGE 370; ALL OF PARK 35 SOUTH SECTION 2A, BLOCK A, A SUBDIVISION RECORDED IN BOOK 11, PAGE 245; ALL OF PARK 35 SOUTH SECTION 2B, BLOCK A, A SUBDIVISION RECORDED IN BOOK 12, PAGE 319; ALL OF PARK 35 SOUTH SECTION 4A, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 10, PAGE 105; ALL OF PARK 35 SOUTH SECTION 4B, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 10, PAGE 389; ALL OF PARK 35 SOUTH SECTION 3, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 9, PAGE 125; ALL OF THE RESUBDIVISION OF LOT 26, BLOCK B, PARK 35 SOUTH SECTION 3, A SUBDIVISION RECORDED IN BOOK 9, PAGE 309 ALL OUT OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF STATE OF TEXAS, DEPARTMENT OF TRANSPORTATION, EXISTING RIGHT OF WAY SURVEY, INTERSTATE HIGHWAY NO. 35, TRAVIS / HAYS COUNTY, R.O.W. CSJ NO. 0016-01-095; SAID 157.207 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southwest corner of Lot 2, Block A, of said Park 35 South, Section 1, being also the northwest corner of Lot 1, Block A, of Park 35 South, Section 1, and in the east line of a 115.351 acre tract recorded in Volume 2482, Page 9, of the Official Public Records of Hays County, Texas;

THENCE North 01°48'01" West, along the common line of the 115.351 acre tract and in part Park 35 South, Section 1, and said Amended Plat of Lots 4, 5 & 8, Block A, Park 35 South, a distance of 1,105.85 feet to a 1/2" rebar found for the northwest corner of lot 8, Block A, Amended Plat and being in the south line of Lot 9, Block A, Park 35 South;

THENCE South 89°20'51" West, along the common line of the 115.351 acre tract and Park 35 South, Section 1, a distance of 75.77 feet to a 1/2" pipe found for the southwest corner of Lot 9, Block A, Park 35 South, being also in the north line of the 115.351 acre tract and the southeast corner of a 53.392 acre tract recorded in Volume 1631, Page 234, of the Official Public Records of Hays County, Texas;

THENCE leaving the north line of the 115.351 acre tract, along the common line of the 53.392 acre tract and in part Park 35 South, Section 1 and said Park 35 South, Section 2A the following three (3) courses and distances:

1. North 01°33'09" West, a distance of 913.16 feet to an aluminum cap found;
2. North 88°27'09" East, a distance of 15.04 feet to an aluminum cap found;
3. North 01°21'21" West, a distance of 157.06 feet to a 1/2" rebar in concrete found for in the west line of lot 18, Block A, Park 35 South, Section 2A, being also the southeast corner of said Park 35 South, Section 4A and being in the north line of the 53.392 acre tract;

THENCE South 88°33'23" West, along the south line of Park 35 South, Section 4A, the south line of said Park 35 South, Section 4B, the north line of the 53.392 acre tract and the north line of a 16.00 acre less and except tract recorded in Volume 1093, Page 281, of the Official Public Records of Hays County, Texas, a distance of 1,313.07 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set for the southwest corner of Park 35 South, Section 4B", being also in the north line of the 53.392 acre tract and the southeast corner of a 50.09 acre tract recorded in Volume 992, Page 889, of the Official Public Records of Hays County, Texas;

THENCE North 01°28'16" West, along the west line of Park 35 South, Section 4B, and the east line of the 50.09 acre tract and the east line of a 14.74 acre tract, recorded in Volume 1199, Page 541, of the Official Public Records of Hays County, Texas, a distance of 1,123.81 feet to a 1/2" rebar found for the northwest corner of Park 35 South, Section 4B, being also the northeast corner of the 14.74 acre tract and an interior corner of the 50.09 acre tract;

THENCE North 88°13'45" East along the north line of Park 35 South, Section 4B, a distance of 1,310.89 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set for the northeast corner of Park 35 South, Section 4B, being also in the west line of Park 35 South, Section 3;

THENCE North 01°24'45" West, along the west line of Park 35 South, Section 3, a distance of 102.79 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set for the northwest corner of Park 35 South, Section 3, being also in the east line of the 50.09 acre tract and the southwest corner of Lifschutz Subdivision, a subdivision recorded in Book 142, Page 480, of the Plat Records of Hays County, Texas;

THENCE North 88°07'18" East, along the north line of Park 35 South, Section 3, being also the south line of Lifschutz Subdivision, a distance of 1,928.50 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set for the northeast corner of Park 35 South, Section 3, being also in the northwest right-of-way line Interstate Highway 35 (IH 35) (right-of-way width varies);

THENCE North 88°07'18" East, over and across the IH 35 right-of-way, a distance of 429.77 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set in the southeast right-of-way line of IH 35, being also in the west line of a 21.570 acre tract (tract 2) recorded Volume 1795, Page 103, of the Official Public records of Hays County, Texas;

THENCE South 22°38'29" West, along the southeast right-of-way line of IH 35, a distance of 3,750.61 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set in the southeast right-of-way line of IH 35;

THENCE South 88°10'34" West, over and across the IH 35 right-of-way, a distance of 429.53 feet to a 1/2" rebar with plastic cap stamped "Chaparral" set for the southeast corner of Lot 2, Block A, Park 35 South, Section 1, being also in the northwest right-of-way line of IH 35 and the northeast corner of Lot 1, Block A, Park 35 South, Section 1;

THENCE South 88°10'33" West, along the common line of Lots 1 and 2, Block A Park 35 South, Section 1, a distance of 326.31 feet to the **POINT OF BEGINNING**, containing an area of 157.207 acres of land, more or less.

Surveyed on the ground August, 2009. Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Survey Drawing No. 315-012-BD1.dwg.

 9/10/09

David Klotz Date
Registered Professional Land Surveyor
State of Texas No. 5428



SKETCH TO ACCOMPANY A DESCRIPTION OF 157.207 ACRES (APPROXIMATELY 6,847,930 S.F.) OF LAND OUT OF THE GEORGE HERDER SURVEY NO, 537, ABSTRACT NO. 239, TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT 465, JACOBS LENTS SURVEY NO. 32, ABSTRACT NO. 284 AND JAMES HERDMAN SURVEY NO. 33, ABSTRACT NO.231, IN HAYS COUNTY, TEXAS, CONSISTING OF: LOTS 2 THROUGH 13, BLOCK A, PARK 35 SOUTH SECTION 1, A SUBDIVISION RECORDED IN BOOK 8, PAGE 397; ALL OF THE AMENDED PLAT OF LOTS 4, 5 AND 8 BLOCK A, PARK 35 SOUTH SECTION 1, A SUBDIVISION RECORDED IN BOOK 11, PAGE 370; ALL OF PARK 35 SOUTH SECTION 2A, BLOCK A, A SUBDIVISION RECORDED IN BOOK 11, PAGE 245; ALL OF PARK 35 SOUTH SECTION 2B, BLOCK A, A SUBDIVISION RECORDED IN BOOK 12, PAGE 319; ALL OF PARK 35 SOUTH SECTION 4A, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 10, PAGE 105; ALL OF PARK 35 SOUTH SECTION 4B, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 10, PAGE 389; ALL OF PARK 35 SOUTH SECTION 3, BLOCKS B & C, A SUBDIVISION RECORDED IN BOOK 9, PAGE 125; ALL OF THE RESUBDIVISION OF LOT 26, BLOCK B, PARK 35 SOUTH SECTION 3, A SUBDIVISION RECORDED IN BOOK 9, PAGE 309 ALL OUT OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF STATE OF TEXAS, DEPARTMENT OF TRANSPORTATION, EXISTING RIGHT OF WAY SURVEY, INTERSTATE HIGHWAY NO. 35, TRAVIS / HAYS COUNTY, R.O.W. CSJ NO. 0016-01-095

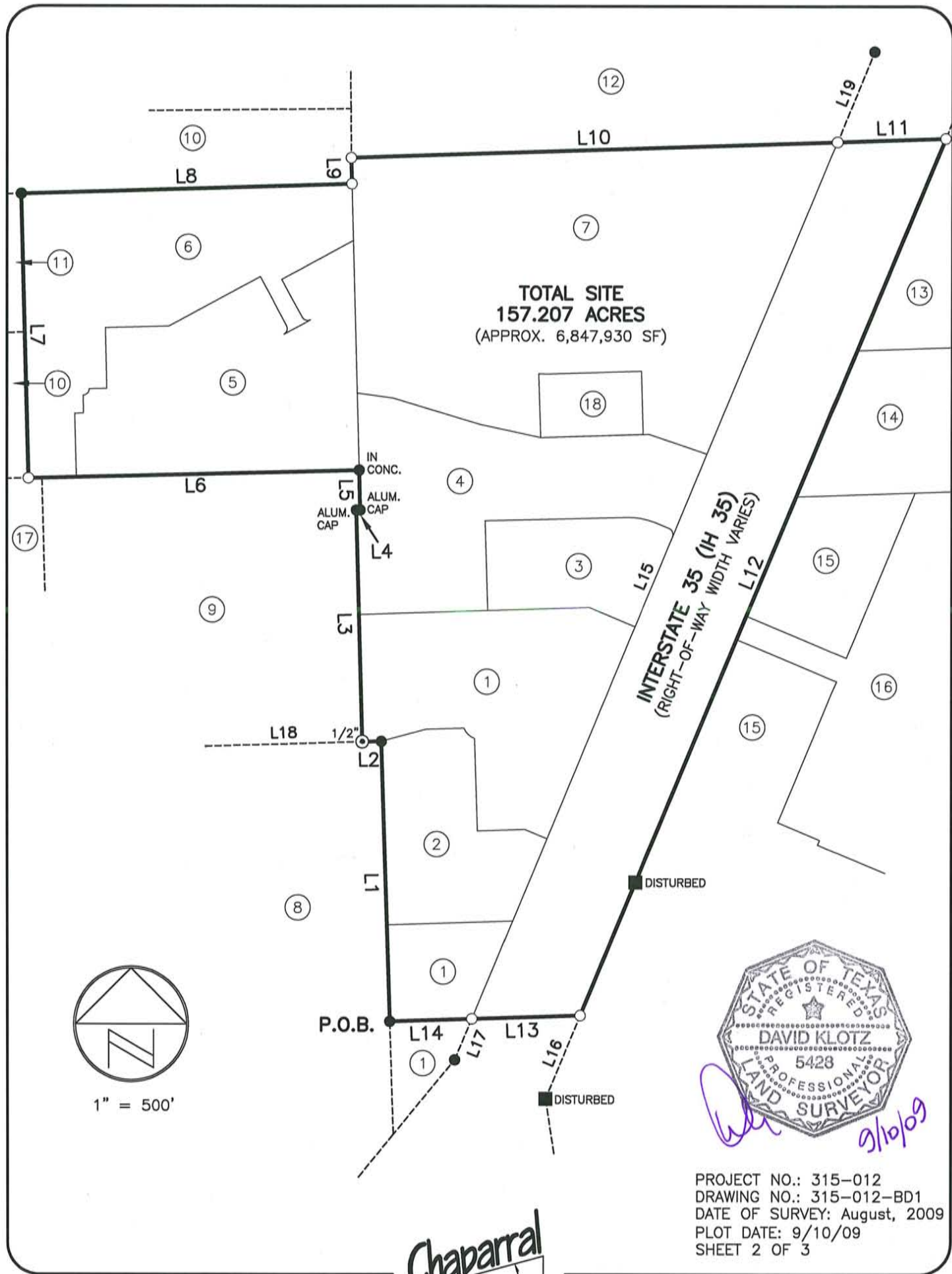
LINE TABLE			
No.	BEARING	LENGTH	RECORD
L1	N01°48'01"W	1105.85'	(N01°05'50"W 105.80')
L2	S89°20'51"W	75.77'	(S89°53'55"W 75.63')
L3	N01°33'09"W	913.16'	(N00°49'54"W 913.57')
L4	N88°27'09"E	15.04'	(N88°51'01"E 15.00')
L5	N01°21'21"W	157.06'	(N00°32'55"W 156.73')
L6	S88°33'23"W	1313.07'	(S89°34'06"W 1312.58')
L7	N01°28'16"W	1123.81'	(N00°26'04"W 1123.72')
L8	N88°13'45"E	1310.89'	(N89°14'17"E 1310.53')
L9	N01°24'45"W	102.79'	(N00°32'21"W 102.74')
L10	N88°07'18"E	1928.50'	(N88°51'01"E 1928.50')
L11	N88°07'18"E	429.77'	
L12	S22°38'29"W	3750.61'	[N22°38'24"E TxDOT]
L13	S88°10'34"W	429.53'	
L14	S88°10'33"W	326.31'	(S88°54'10"W 326.21')
L15	S22°38'26"W	3750.13'	(N23°21'33"E 3749.65') [N22°38'24"E TxDOT]
L16	S22°38'27"W	356.88'	
L17	S22°39'27"W	175.73'	(S23°21'33"W 175.77')
L18	S88°17'27"W	622.17'	
L19	N22°21'18"E	384.47'	

PROJECT NO.: 315-012
DRAWING NO.: 315-012-BD1
DATE OF SURVEY: August, 2009
PLOT DATE: 9/10/09
SHEET 1 OF 3

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 315-012-BD1.DOC



BEARING BASIS: Grid azimuth for Texas South Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

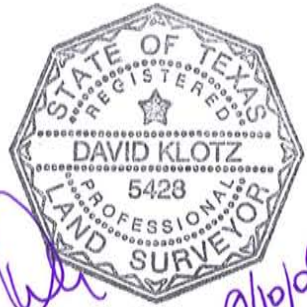


TOTAL SITE
157.207 ACRES
(APPROX. 6,847,930 SF)

INTERSTATE 35 (IH 35)
(RIGHT-OF-WAY WIDTH VARIES)



1" = 500'



PROJECT NO.: 315-012
DRAWING NO.: 315-012-BD1
DATE OF SURVEY: August, 2009
PLOT DATE: 9/10/09
SHEET 2 OF 3

Chaparral

①
PARK 35 SOUTH
SECTION 1
(8/397)

⑦
PARK 35 SOUTH
SECTION 3
(9/125)

⑬
15.162 AC
TRACT 2
(1795/103)

②
AMENDED PLAT OF LOTS 4, 5
AND 8 BLOCK A
PARK 35 SOUTH
SECTION 1
(11/370)

⑧
THE MEADOWS
AT BUDA
(2482/79)

⑭
15.162 AC
TRACT 1
(1795/103)

③
PARK 35 SOUTH
SECTION 2A
(11/245)

⑨
SHOAL CREEK
PROPERTIES LTD
(1631/234)

⑮
REMAINDER OF
216.33 ACRES
"TRACT 1"
(1314/375)

④
PARK 35 SOUTH
SECTION 2B
(12/319)

⑩
JOE ROGERS &
EDWIN ERMIS
(992/889)

⑯
188.387 AC
LENNAR HOMES
(3405/655)

⑤
PARK 35 SOUTH
SECTION 4A
(10/105)

⑪
AUSTIN EQUIPMENT
COMPANY
(1199/541)

⑰
TEXAS COMMERCE
BANK NATIONAL ASSC.
(1093/278)

⑥
PARK 35 SOUTH
SECTION 4B
(10/389)

⑫
LIFSCHUTZ SUBD.
(142/480)

⑰
RESUBDIVISION OF LOT 26, BLOCK A
PARK 35 SOUTH
SECTION 3
(9/309)

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH CHAPARRAL CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- ⊙ TxDOT TYPE II DISK FOUND
- CONC. HIGHWAY MON. FOUND
- CALCULATED POINT

PROJECT NO.: 315-012
DRAWING NO.: 315-012-BD1
DATE OF SURVEY: August, 2009
PLOT DATE: 9/10/09
SHEET 3 OF 3

Chaparral

City of Buda
Special Called City Council Meeting Minutes
September 10, 2009 – 7:00 p.m.

A. CALL TO ORDER

Mayor Lane called the Regular Meeting of the City Council of the City of Buda Texas to order at 7:02 p.m.

B. ROLL CALL

Mayor Bobby Lane – Present
Councilmember Place 1 Ron Fletcher – Present
Councilmember Place 2 Kelly Allen – Present
Councilmember Place 3 Sandra Tenorio – Present
Councilmember Place 4 Cathy Chilcote – Present
Councilmember Place 5 Tom Crouse – Present
Councilmember Place 6 Scott Dodd – Present

C. PUBLIC COMMENTS At this time, comments will be taken from the audience on non-agenda related topics for a length of time not to exceed three minutes per person. To address the City Council, please submit a Citizen’s Comment Form to the City Secretary **prior** to the start of the meeting. *No action may be taken by the City Council during Public Comments*

D. PUBLIC HEARING

1. Public hearing on the issue of providing Public Safety and Law Enforcement Services to the City of Buda.

Kenneth Williams, City Manager

Mayor Lane called the public hearing at 7:03 p.m. Resident Tommy Poer spoke regarding the possibility of a Buda Police Department, she saw good things when we had our interlocal agreement with Hays County and the Buda Patrol was in Buda. She called HCSO several times, with no response from the Sheriff’s office. Prior to former Chief Kidd being relieved of his duties, she spoke highly of the Buda Patrol and the visibility they had in the community.

Richard Carey spoke regarding creating a Buda Police Department which would be in the best interest of the citizens of Buda.

Rachel Najara resident of Bradfield Village spoke in favor of creating the Buda Police Department. She spoke regarding being targeted and has had her car broken into twice within the last year, and today she had her vehicle stolen out of her driveway. When she called HCSO for an officer to come out, she was told by the dispatcher that they had no one available. She also mentioned being told they were in the middle of a “shift change”. Buda needs their own police department.

Michael Hemby lives in the Sequoyah subdivision and has been in law enforcement for 20 years. He was a part of the law enforcement citizen’s advisory group back in 2002 that was put together. Financially are we ready, as in training, crime labs, investigations, you want to hire the best that you can get. Mr. Hemby stated you need to be prepared for economic downturns. Spoke at length about a transition period in working with the City of Bee Cave.

Carolyn Fees, resident of Whispering Hollow encouraging Council to form their own Buda Patrol. The citizens deserve protection, and needs 24/7 protection. She stated she is not seeing any patrol in her sub-division, and the citizens deserve better. Need the law

enforcement services here in Buda. She stated she doesn't think the Sheriff is going to negotiate a new contract. Without our own law enforcement, HCSO will offer 2 officers at the most, and that's not acceptable.

John Spiller, resident of Oxbow sub-division, asked why the contract was cancelled, was it a lack of control by the City, or was it due to the re-assignment of an officer. Kenneth responded changes in the term of the contract, issues with protocol. Buda definitely needs the protection, and doesn't think HCSO is going to neglect servicing Buda. Are you still willing to negotiate the contract? Councilmember Chilcote responded that the City cannot get the Sheriff to respond to the City via either a phone call or by e-mail, or by correspondence.

Jeff Barton, Hays County Commissioner Precinct 2 here to answer questions that Council may have. Emphasized from his perspective and from the County Commissioners perspective they are willing to work through the same common goal of providing public safety for our citizens. He stated the County is determined to protect the citizens of Buda. They want to be cooperative in helping Buda to find the level of law enforcement coverage that they deserve. He spoke with their Sheriff's office and was assured by the Sheriff that their services would continue for Buda. The County is willing to negotiate a longer term and is optimistic that we can work through negotiating an agreement mutually. Councilmember Chilcote stated she was very disappointed in the Sheriff's office, having no contact with the Sheriff's office, concerns from citizens, no patrol going on, just very disappointing. She stated that she tries to make decisions with the information she's given, but doesn't understand why the break down in communication. Councilmember Crouse spoke from his perspective 4-5 years ago, looked at creating a Buda police force, didn't want it, because we couldn't afford it then, and not sure we can afford it today. We have no control over the police department, and when we turned it over to the HCSO, the County has dropped the ball, and when we approach the County, we're not getting any response, which led us to re-assess our situation because we are spending tax payer's money. Mr. Crouse stated he would like to see Buda work with the County to form a plan to get to a Buda PD within a certain amount of time. Do you think the County has the resources to help Buda to get to that point? Commissioner Barton stated, from his perspective, he doesn't want to direct Buda to any one direction, that's for the council to decide, but does think the county has some resources, and as Cities grow, the Counties have to re-invent what they do, to working with the cities, and offer the resources or a super-infrastructure of law enforcement services. As we grow, it will mean more costs, you're spending a lot of money, but you are getting the biggest bang for your buck. As Mr. Hemby spoke there are a lot of hidden costs, however, Hays County Sheriff's Office feels as though they can provide the resources. Councilmember Allen asked "how do we get that communication started"? Commissioner Barton stated he could speak with Sheriff Ratliff again with an emphasis of the citizens concerns. According to Commissioner Barton, the Sheriff has expressed a sincere interest to about wanting to continue offering the services to Buda. Councilmember Tenorio said we need to know which direction as a council we need to go in, whether it's to create our own Police Department or to go into a transition period before sitting down with the Sheriff and having a conversation. Captain Mike Davenport from the Hays County Sheriff's Office in attendance stated they will have 2 additional officers in Buda starting next week as per the contract. Commissioner Barton offered a contract amendment if the council is willing to agree to the amendment, in lessening the dollar amount of the contract with the replacement of a Captain with a Lieutenant. Commissioner Barton also mentioned they had a meeting on September 9, 2009, with offering area wide dispatch services. Councilmember Tenorio stated she doesn't question the commitment of the Sheriff when it comes to law enforcement, but does question his personal concern, there are some perception problems, but with a decline of citations being issued at 59%, there is a bigger issue here. Councilmember Crouse would like to work with the County over the next 60-90 days to come up with some contract changes. Councilmember Tenorio mentioned the 60-90 days is over the timeline required for the budget. Questions were raised regarding the amendment to the agreement with regards to an additional 4 experienced officers, which we still do not have to date. Councilmember Dodd thought the objective was to get 24 hour coverage. Captain

Davenport said any day, but would not be specific as to when that would happen. Mayor Lane relayed a personal situation of a vehicle being broken into also. Mayor Lane closed the public hearing at 8:45 p.m. and called for a 10 minute recess.

E. REGULAR AGENDA ITEM

1. Presentation and possible action on the issue of providing Public Safety and Law Enforcement Services to the City of Buda.

Kenneth Williams, City Manager

Mayor Lane opened the regular order of business at 8:58 pm. Kenneth Williams, City Manager gave a presentation to the Mayor and Council regarding the Public Safety and Law Enforcement Services to the City of Buda. Mr. Williams offered some history on his background in working with public safety and law enforcement. He then gave some history regarding how Buda began looking at the law enforcement issues. In 2007, an Interlocal Cooperation Agreement between City of Buda and Hays County Texas was created. In August, 2009 City of Buda gave the County a Notice of Termination to the Agreement which would commence in 9 months.

Motion by Councilmember Tenorio, with a second by Mayor Lane authorizing the City Manager to review a phasing in approach and phasing out of the contract with Hays County Sheriff's Office and the hiring of a police chief. Motion approved with Councilmember Allen voting no.

F. EXECUTIVE SESSION

The Mayor announced at 9:11 p.m. City Council will go into Executive Session, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, Economic Development negotiations, or personnel matters as listed on this agenda. The City Council may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other items on this agenda.

1. Discuss legal ramifications and issues regarding the changes for Buda Law Enforcement Services made to the Interlocal Cooperation Agreement between Hays County, Texas, and the City of Buda, Texas by Hays County and relevant opt out provisions, and other legal remedies available.

Susan Rocha, City Attorney

The Mayor announced at 10:03 p.m. City Council reconvened back into the regular session of the Council meeting. No formal action was taken.

G. PUBLIC HEARINGS

1. Public Hearing on the Fiscal Year 2009/10 Proposed Budget.

Sarah Mangham, Director of Finance

Mayor Lane opened the public hearing at 10:08 p.m. Hearing no public comments, Mayor Lane closed the public hearing at 10:15 p.m.

2. Public Hearing on the Proposed Tax Rate of .225 cents per \$100 valuation.

Sarah Mangham, Director of Finance

Mayor Lane opened the public hearing at 10:15 p.m. Hearing no public comments, Mayor Lane closed the public hearing at 10:17 p.m.

3. The City of Buda City Council will hold a public hearing at 7:00 p.m. on Thursday, September 10, 2009 at Buda City hall, 121 Main St., Buda, Texas to receive written and/or oral comments in regards to the Hays CISD Safe Routes to School Plan and the potential City of Buda Safe Routes to School grant application for sidewalk improvements.

Stanley Fees, City Engineer

Mayor Lane opened the public hearing at 10:18 p.m. KSA Engineering provided a presentation regarding the safe routes to schools program for the purpose of putting together a grant application for the City of Buda. Mayor Lane read in for the record a letter received from the Buda Economic Development Corporation who is strongly in support of this project. Hearing no other public comments, Mayor Lane closed the public hearing at 10:50 p.m.

EXECUTIVE SESSIONS

The City Council will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, Economic Development negotiations, or personnel matters as listed on this agenda. The City Council may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other items on this agenda.

H. ADJOURNMENT 10:52 p.m.

Bobby D. Lane, Mayor

Toni Milam, City Secretary, TRMC

City of Buda
Regular Called City Council Meeting Minutes
September 15, 2009 – 6:30 p.m.

A. CALL TO ORDER

Mayor Lane called the Workshop portion of the City Council of the City of Buda Texas to order at 6:35 P.M.

B. ROLL CALL

Mayor Bobby Lane – Present
Councilmember Place 1 Ron Fletcher – Present
Councilmember Place 2 Kelly Allen – Present
Councilmember Place 3 Sandra Tenorio – Present
Councilmember Place 4 Cathy Chilcote – Present
Councilmember Place 5 Tom Crouse – Present
Councilmember Place 6 Scott Dodd – Present

C. WORKSHOP

1. Discussion and direction to Staff concerning loss of sales tax revenues by Buda Fire Department due to proposed City of Buda annexations.

Kenneth Williams, City Manager

Kenneth Williams, City Manager gave some history background when the City Council passed a resolution at their July 21, 2009 regular meeting to initiate annexation of several areas adjacent to the City Limits. Several of the areas contemplated for annexation are existing developed commercial properties.

Since the passage of the annexation resolutions, the City has been discussing the impacts of those annexations with the Hays County Emergency Services District #8 (ESD #8). ESD #8 collects sales tax revenues from all properties located outside the City limits and within the boundaries of the ESD. This sales tax revenue goes to the payment of debt and operations of facilities including the Buda Fire Department.

The City has held numerous meetings with representatives from ESD #8 and the Buda EDC to attempt to negotiate a solution which would mitigate the loss in sales tax revenues for ESD #8. The City and Buda EDC are currently in the process of reviewing and adopting their budgets.

The Buda EDC Board met on September 8, 2009 and discussed this issue. The recommendation of the Executive Director of Buda EDC was to enter into an agreement with ESD #8 to do the following:

Authorize the provision of not more than one-fourth (1/4) of one percent (1%) of the Type B sales and use tax revenue, not to exceed \$80,000 per year, that would be attributable to the sales tax revenue which would have been collected by the ESD #8 before annexation of the area by the City of Buda beginning on January 1, 2010 and thereafter;

The agreement terminates upon the payoff of bonds or other debt instruments issued to finance the construction of Fire Station No. 2, or twenty years, whichever is sooner;

The agreement is executed after following all necessary legal procedures and upon approval by the City Council of the City of Buda following all necessary legal procedures.

The EDC Board did not take action on this item at their September 8, 2009 meeting. During the discussion on this item, representatives of ESD #8 expressed a desire to make minor amendments to the agreement to allow for flexibility related to the use of the EDC funds for payment of debt on capital improvements. Additionally, there were several new members appointed to the EDC Board and the EDC Board had to elect officers and did not feel comfortable taking action until the new treasurer had been given an opportunity to review this item and present his findings to the EDC Board. The EDC Board will be considering this item a future meeting.

Staff is requesting that the City Council consider the request by ESD #8 and discuss possible funding options and mechanisms to offset the loss in sales tax revenue to ESD #8 as a result of the proposed annexations by the City. Staff will need direction from the Council to amend the City's budget as necessary.

The goal of ESD #8 is to maintain the current levels of one-half percent (1/2%) sales tax revenue collection. The proposal by the EDC is to provide one-quarter percent (1/4%) sales tax revenue to the ESD. In order to meet the desires of ESD #8, the City would need to provide one-quarter percent (1/4%) sales tax revenue to the ESD.

Based on the 2008 sales tax revenue generated by the businesses in the Park 35 South subdivision, the following would occur after annexation:

§ ESD #8 would lose \$122,556.96 in sales tax revenue annually

§ The City of Buda would gain \$245,113.92 in sales tax revenue annually

§ The Buda EDC would gain \$122,556.96 in sales tax revenue annually

If the City of Buda and the EDC Board each agreed to give one-fourth percent (1/4%) of the sales tax revenue that would be generated from the annexation of the Park 35 South area, the following would occur:

§ ESD #8 would maintain current sales tax revenue levels of \$122,556.96 annually

§ The City of Buda would gain \$183,835.44

§ The Buda EDC would gain \$61,278.48

The examples provided above are for one full year and are based on the 2008 calendar year tax generated. Because these annexations are not anticipated to be completed until the end of this calendar year, the City's current budget anticipates nine (9) months of revenue to be collected. The estimated cost to the City for FY2009-2010 is approximately \$45,958.86.

The City has a variety of mechanisms by which it could provide funding to the ESD. The Council should consider all possible options that are available under the law and provide direction to staff regarding any necessary changes to the Budget. The City may adopt its budget prior to reaching an agreement with ESD #8; however, any funding that is agreed upon would require a budget adjustment after adoption of the FY2009/2010 budget. Any action necessary would be to establish terms for an agreement to provide funds to ESD #8 and how to adjust the budget accordingly. Chief Huckaby added comments regarding this agenda item.

1. **PUBLIC COMMENTS** At this time, comments will be taken from the audience on non-agenda related topics for a length of time not to exceed three minutes per person. To address the City Council, please submit a Citizen's Comment Form to the City Secretary **prior** to the start of the meeting. *No action may be taken by the City Council during Public Comments.*

Todd Ruge, 302 N. Cedar St. spoke regarding the upcoming FireFest event and the fire department does a good job of blocking the streets, but he is mainly concerned about the blocking of the fire hydrants, asks staff to work with the Buda Patrol and the Fire Department in trying to eliminate the blocking of fire hydrants.

Tommy Poer spoke regarding the referendum petition and read excerpts from a letter dated September 28, 2007 addressed to the registered voters in Buda defining the form of local government and establishing organization provisions; citizens determining the necessary controls over their City government such as elections, referendums, initiatives, and recall, and defining the procedures to amend the Charter. Essentially, the Home Rule Charter describing and defining local government based on local preferences and controls as opposed to general laws which have been written by the Texas Legislature. "Question, how can there be any doubt or denying Buda residents who have asked for there to be an election"?

David Patterson, resident of the Oxbow sub-division, spoke regarding the petition referendum, putting the land-use amendment on the ballot. Put the amendment on the ballot voluntarily. The residents have spoken and would like to see this issue on a ballot.

D. PUBLIC HEARINGS

1. Hold a public hearing regarding a final plat of Lots 1A-1F, Block C, Cabela's Section One being a replat of Lot 1, Block C, Cabela's Subdivision Section One

containing approximately 41.465 acres of land located at the south east corner of Cabela's Drive and Old San Antonio Road the same being on the south side of Old San Antonio Road between IH 35 and Cabela's Drive.

Mayor Lane opened the public hearing at 7:36 p.m. Hearing no comments during this public hearing, the Mayor closed the public hearing at 7:37 p.m.

E. CONSENT AGENDA All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approval on second and final reading of an Ordinance annexing certain properties located on the west side of FM 967, north of Cole Springs Road containing approximately 10.799 acres of land out of the SVR Eggleston Survey, Abstract No. 5, Patent No. 25, Vol. No. 16, Hays County Texas and being commonly known as the Stonewood Commons Subdivision.

Ed Theriot, City Planner

2. Approval on second and final reading of an Ordinance establishing initial zoning of Duplex Residential (DR) on approximately 10.799 acres of land out of the SVR Eggleston Survey, Abstract No. 5, Patent No. 25, Vol. No. 16, Hays County Texas located on the west side of FM 967, north of Cole Springs Road and being commonly known as the proposed Stonewood Commons Subdivision.

Ed Theriot, City Planner

3. Approval regarding the special event / street closure application submitted by the Buda Fire Department for the Annual Buda Fire Fest Event October 2, 2009 through October 4, 2009.

Jake Eason, Parks and Recreation Director

4. Approval of the City Council Minutes dated September 1, 2009.

Toni Milam, City Secretary

Motion by Councilmember Tenorio, with a second by Councilmember Dodd to approve the consent agenda items as presented, with a correction so noted on the September 1, 2009 minutes, to reflect Councilmember Allen was absent. Motion approved, with Councilmember Tenorio and Councilmember Allen abstaining on consent agenda item #4.

F. REGULAR AGENDA ITEMS

1. Deliberation and possible action on adoption Ordinance approving and adopting a budget for operating the Municipal Government of the City of Buda for the Fiscal year beginning October 1, 2009 and ending September 30, 2010; appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal sinking fund requirements on all indebtedness; providing a savings and severability clause; repealing all ordinances and appropriations in conflict with the provisions of this ordinance; and establishing an effective date.

Kenneth Williams, City Manager

Motion by Councilmember Scott, with a second by Councilmember Allen to adopt the Ordinance approving and adopting a budget for operating the Municipal Government of the City of Buda for the Fiscal year beginning October 1, 2009 and ending September 30, 2010;

appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and principal sinking fund requirements on all indebtedness; providing a savings and severability clause; repealing all ordinances and appropriations in conflict with the provisions of this ordinance; and establishing an effective date, and instruct the City Manager to come back to Council with a budget amended if needed to include funding for the Buda Fire Department. Friendly amendment made by Mayor Lane, with a second by Councilmember Allen to correct the Buda Fire Department to Hays County ESD #8. Motion approved.

2. Deliberation and possible action on adoption of Ordinance adopting the tax rate and levying a tax upon all property subject to taxation within the City of Buda, Texas, for the 2009 Tax Year for the use and support of the Municipal Government of the City of Buda for the Fiscal Year beginning October 1, 2009 and ending on September 30, 2010; apportioning said levy amount the various funds and items for which revenue must be raised including providing a sinking fund for the retirement of the bonded debt of the City; and establishing an effective date.

Kenneth Williams, City Manager

Motion by Councilmember Dodd, with a second by Allen, to approve property taxes be increased by the adoption of a tax rate of .225. Motion approved.

3. Deliberation and possible action on Resolution ratifying the recently adopted budget that contains a property tax rate that raises more total property taxes than last year.

Kenneth Williams, City Manager

Motion by Councilmember Fletcher, with a second by Councilmember Allen that Council vote to ratify the recently adopted budget containing a property tax increase that raises more revenue from property taxes than was raised from property taxes in the previous year. Motion approved.

4. Deliberation and possible action on ordinance approving and adopting an amendment to the budget for operating the Municipal Government of the City of Buda for the Fiscal Year beginning October 1, 2008 and ending on September 30, 2009; and establishing a savings clause and effective date.

Kenneth Williams, City Manager

Motion by Mayor Lane, with a second by Councilmember Dodd to approve Ordinance approving and adopting an amendment to the budget for operating the Municipal Government of the City of Buda for the Fiscal Year beginning October 1, 2008 and ending on September 30, 2009. Motion approved.

5. Deliberation and possible action on adoption of Ordinance prescribing and levying rates and charges for sales made and services rendered in connection with the utility systems of the City of Buda including water, wastewater, garbage, and for all uses of such water and wastewater connections and facilities.

Kenneth Williams, City Manager

Motion by Councilmember Chilcote, with a second by Mayor Lane to approve the adoption of an Ordinance prescribing and levying rates and charges for sales made and services rendered in connect with the utility systems of the City of Buda including water, wastewater, garbage, and for all uses of such water and wastewater connections and facilities. Motion approved.

6. Deliberation and possible action on adoption of Ordinance setting fees for various city services and consolidating those fees for convenience; amending various City Ordinances; and containing a severability clause and an effective date.

Kenneth Williams, City Manager

Motion by Mayor Lane, with a second Councilmember Crouse approving the adoption of Ordinance setting fees for various city services and consolidating fees for convenience; amending various city ordinances; and containing a severability clause and an effective date. Motion approved.

7. Deliberation and possible action on approval of a Resolution to the Regional Water Supply Contract between the Hays Caldwell Public Utility Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos; and declaring an effective date.

Graham Moore, Lockwood, Andrews, and Newnam

Motion by Mayor Lane, with a second by Councilmember Tenorio to approve Resolution to the Regional Water Supply Contract between the Hays Caldwell Public Utility Agency and the Canyon Regional Water Authority, the City of Buda, the City of Kyle, and the City of San Marcos, declaring an effective date. Motion approved.

8. Deliberation and possible action on approval of a Final Plat for Lot 1, Block A, Silverado Buda Phase IIA Subdivision containing 0.929 acres of land located on the south side of Main Street/Loop 4 approximately 1,000 feet west of Cabela's Drive.

Ed Theriot, City Planner

Motion by Councilmember Tenorio, with a second by Mayor Lane to approve the Final Plat for Lot 1, Block A, Silverado Buda Phase IIA Subdivision containing 0.929 acres of land located on the south side of Main Street/Loop 4 approximately 1,000 feet west of Cabela's Drive. Motion approved.

9. Deliberation and possible action on approval of a revised Preliminary Plan for Lot 1, Block C, Cabela's Subdivision Section One containing approximately 41.465 acres of land located at the south east corner of Cabela's Drive and Old San Antonio Road the same being on the south side of Old San Antonio Road between IH 35 and Cabela's Drive.

Ed Theriot, City Planner

Motion by Councilmember Chilcote, with a second by Mayor Lane to approve the revised Preliminary Plan for Lot 1, Block C, Cabela's Subdivision Section One containing approximately 41.465 acres of land located at the south east corner of Cabela's Drive and Old San Antonio Road the same being on the south side of Old San Antonio Road between IH 35 and Cabela's Drive. Motion approved with Councilmember Tenorio absent when the vote was taken.

10. Deliberation and possible action on approval of a final plat of Lots 1A-1F, Block C, Cabela's Section One, being a replat of Lot 1, Block C, Cabela's Subdivision Section One containing approximately 41.465 acres of land located at the south east corner of Cabela's Drive and Old San Antonio Road the same being on the south side of Old San Antonio Road between IH 35 and Cabela's Drive.

Ed Theriot, City Planner

Motion by Councilmember Crouse, with a second by Mayor Lane on the approval of a final plat of Lots 1A-1F, Block C, Cabela's Section One, being a replat of Lot 1, Block C, Cabela's Subdivision Section One containing approximately 41.465 acres of land located at the south east corner of Cabela's Drive and Old San Antonio Road the same being on the south side of

Old San Antonio Road between IH 35 and Cabela's Drive. Motion approved with Councilmember Tenorio absent when the vote was taken.

11. Deliberation and possible action on approval of a Preliminary Plan for Lot 1, Huntington Senior Apartments containing approximately 5.81 acres of land on the east side of Firecracker Drive, north of FM 2001.

Ed Theriot, City Planner

Motion by Councilmember Chilcote, with a second by Mayor Lane to approve a Preliminary Plan for Lot 1, Huntington Senior Apartments containing approximately 5.81 acres of land on the east side of Firecracker Drive, north of FM 2001. Motion approved.

12. Deliberation and possible action on approval of a Final Plat for Lot 1, Huntington Senior Apartments containing approximately 5.81 acres of land on the east side of Firecracker Drive, north of FM 2001.

Ed Theriot, City Planner

Motion by Mayor Lane, with a second by Councilmember Chilcote on the approval of a Final Plat for Lot 1, Huntington Senior Apartments containing approximately 5.81 acres of land on the east side of Firecracker Drive, north of FM 2001. Motion approved.

G. EXECUTIVE SESSION – CLOSED SESSION

13. The City Council will meet in executive Session under Tex. Gov't Code 551.071 Attorney/Client Consultation; Pending and/or Contemplated litigation on the following: (1) Discuss legal issues involved in the proposed referendum on Amendment No. 3 to the Agreement Concerning Creation and Operation of Sunfield Municipal Utility District No. 1 (Formally Winfield Municipal Utility District No. 1) and application of the provisions of the Buda Home Rule Charter, state law, and case law precedent; (2) Discuss legal issues involved in the Interlocal Cooperation Agreement between Hays County, Texas, and the City of Buda, Texas for Law Enforcement Service; (3) Discussion regarding possible litigation against Austin Bridge and Road LP regarding the Bonita Vista subdivision road construction project.

Susan Rocha, City Attorney

Mayor Lane announced at 7:40 p.m. that Council would go into Executive Session under Tex. Gov't Code 551.71 Attorney/Client Consultation; pending and/or contemplated litigation on the legal issues involved in the proposed referendum on Amendment No. 3 to the Agreement Concerning Creation and Operation of Sunfield Municipal Utility District No. 1 (Formally Winfield Municipal Utility District No. 1) and application of the provisions of the Buda Home Rule Charter, state law, and case law precedent; and to discuss possible litigation against Austin Bridge and Road LP regarding the Bonita Vista subdivision road construction project. Discussion regarding an Interlocal Cooperation Agreement between Hays County, Texas, and the City of Buda, Texas for Law Enforcement Services was pulled from the Executive Session.

Mayor Lane announced at 8:12 p.m. that Council was back in session.

H. EXECUTIVE SESSION – OPEN SESSION

14. Presentation by City Secretary of referendum petition certification process and determination of sufficiency.

Toni Milam, City Secretary

No formal action taken. City Secretary, Toni Milam made a presentation to the Mayor and Councilmember regarding the referendum petition certification process and determination of sufficiency. Total number of registered voters – 3514; total number of signatures

gathered was 792 with 4 signatures found to be invalid. However, 20% of the signatures gathered totaled 788.

15. Deliberation and possible action on petition received and certified by City Secretary for a proposed referendum on Amendment No. 3 to the Agreement Concerning Creation and Operation of Sunfield Municipal Utility District No. 1 (Formally Winfield Municipal Utility District No. 1) and application of the provisions of the Buda Home Rule Charter Section 9.13; and direction to Staff.

Susan Rocha, City Attorney

Nancy Brinkley spoke regarding the petition referendum on Amendment No. 3 asking Council to allow the voters to decide to vote for or against this Amendment.

Motion by Councilmember Crouse, “Based on the legal advice of the City Attorney, I move to reject the referendum petition regarding Amendment No. 3 to the Agreement Concerning the Creation and Operation of Sunfield Municipal Utility District No. 1 (formally Winfield Municipal Utility District No. 1) because it does not qualify as an ordinance, is not an issue that is subject to the referendum provisions of the Buda Home Rule Charter, and therefore, the action requested may not be taken regardless of the outcome of the election”, motion seconded by Councilmember Allen. Motion approved, with Councilmember Tenorio voting nay.

16. Deliberation and possible action regarding the Interlocal Cooperation Agreement for Law Enforcement Services between Hays County, Texas, and the City of Buda, Texas; alternatives available and direction to Staff.

Susan Rocha, City Attorney

This agenda item was pulled and no action was taken.

17. Deliberation and possible action authorizing the City Attorney to file suit against Austin Bridge and Road LP and pursue all necessary legal action against Austin Bridge and Road LP relating to any and all claims associated with the Bonita Vista subdivision road construction project.

Susan Rocha, City Attorney

Motion by Councilmember Chilcote, with a second by Councilmember Tenorio to authorize the City Manager and the City Attorney to take any necessary action, including litigation when they deem appropriate, to resolve and correct the roads conditions in the Bonita Vista subdivision. Motion approved.

I. STAFF REPORTS

1. City Manager’s Report.

Kenneth Williams, City Manager

- Citizen Advisory Committee Update
- Water projects
- Wastewater projects
- Drainage projects
- Road projects
- Capital Improvement projects
- Grant related projects
- Special projects
- Developments

J. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

No deliberation or discussion may take place by the City Council during this agenda item
Councilmember Dodd requested taking a look at the fire hydrants for markings and for fire land markings.

Councilmember Chilcote requested bring back the discussion on City Park

K. ADJOURNMENT 10:00 p.m.

Bobby D. Lane, Mayor

Toni Milam, City Secretary, TRMC



City Council Agenda Item Report

October 7, 2009

Agenda Item No.

Contact – Jake Eason, City of Buda, 512-312-0084

jeason@ci.buda.tx.us

**SUBJECT: Deliberation and possible action on the appointment of
(2) Parks Commissioners.**

1. BACKGROUND/HISTORY

Last month one of the available positions on the Parks Commission was filled by the appointment of Keli Daniels. That left one open position.

2. FINDINGS/CURRENT ACTIVITY

THE PARKS COMMISSION CURRENTLY HAS TWO POSITIONS AVAILBALE TO FILL. ONE OF THOSE POSITIONS IS VACANT THE OTHER IS AN EXPIRED TERM WHICH IS NOW AVAILABLE FOR REAPPOINTMNET OR APPOINTMENT OF APPLICANTS. CITY SECRETARY TONI MILAM RECEIVED THREE APPLICATIONS FOR THE VACANT POSITIONS. APPLICATIONS WERE SUBMITTED BY JANICE KEARLY AND JOHN SANCHEZ. THE OTHER APPLICATION WAS RECEIVED BY COMMISSIONER ALTMILLER SEEKING REAPPOINTMENT TO HER CURRENT POSITION. IF APPOINTED, ALL SEATS ON THE PARKS COMMISSION WILL BE FILLED.

3. FINANCIAL IMPACT

There is no financial impact.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the appointment of two of the applicants to the Parks Commission.



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Board or Commission Name: Parks Commission

Name:	<u>Altmitter</u>	<u>Eileen</u>	<u>K.</u>
	(Last)	(First)	(Middle)
Mailing Address:	<u>P.O. Box 1405 Buda</u>		<u>78610</u>
			(Zip)
Daytime Phone:	<u>512-295-4616</u>	Alternate Phone:	
Employer:	<u>Retired St. Edward's Univ.</u>		Business Phone:
Occupation/Position:	<u>Library Director Grants Administrator</u>		Fax Number:
e-mail Address:	<u>eileen@Austin.TX.com</u>		

The City of Buda recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Buda's diverse community, including citizens of all ethnic groups as well as people with disabilities.

- In which geographic area of Buda do you reside? Old Town Buda
- Are you a registered voter? Yes No
- Are you a City of Buda resident? Yes No
- Are you now or have you in the last three years registered/worked as a city lobbyist? Yes No

§ 8-16-4 of the City Code requires a person meeting the following criteria to register with the City Clerk as a registered lobbyist:

- (A) receives compensation of \$200 or more in a calendar quarter for lobbying;
- (B) receives reimbursement of \$200 or more in a calendar quarter to lobbying;
- (C) expends \$200 or more in a calendar quarter for lobbying; or
- (D) lobbies as the agent or employee of a person who:
 - (1) receives compensation of \$200 or more in a calendar quarter for lobbying;
 - (2) receives reimbursement of \$200 or more in a calendar quarter for lobbying;
 - (3) expends \$200 or more in a calendar quarter for lobbying.

- Do you or your employer have any business dealings with the City of Buda that might present a conflict of interest? Yes No
- Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings? Yes No

- Do you agree to complete any training necessary for the Board or Commission to which you are applying? Yes No

Describe any qualifications, expertise, or special interests that relate to your possible appointment, and any elaborations of your responses above.

Significant Board/Commission experience both locally and regionally. Six? years experience on the Parks Commission. Please see attachment.

It is suggested you submit a cover letter and resume with your application. Please return the original to the City of Buda City Clerk for processing.

Your application, which is public information under the Texas Open Records Act, will be kept on file for twelve (12) months.

*** ADA COMPLIANCE ***

Reasonable accommodations and equal access to communication are provided upon request.

Return to:
City Administrator
P.O. Box 1218, Buda, Texas 78610
Phone: (512) 295-6331
Fax: (512) 312-1889
e-mail tmilam@ci.buda.tx.us

9/29/2009

Jake Eason, Director
City of Buda Parks Department

Enclosed please find an application for a current vacancy on the City of Buda Parks Commission. My second term on the Parks Commission expired in June 2009, but I have continued to attend meetings to help achieve a quorum.

It is important to have both continuity, new members and diversity on a commission, and I have waited a few months to reapply to ensure other interested applicants would be considered.

I have lived in Old Town Buda since November 1986 and have been an active member of the community serving on the Buda Public Library Board, Buda Elementary PTO Board, Hays Youth Soccer Association Board, Old Town Buda Neighborhood Association, and since 2003, on the City of Buda Parks Commission. I am currently President of the Friends of the Buda Library.

I have also served the greater Central Texas community by serving on the Texas State Library and Archives Commission Texshare Advisory Board, the State of Texas Telecommunications Infrastructure Fund Board's (TIFB) Library Advisory Subcommittee and in 2004 was elected by the then 77 member libraries of the Central Texas Library System to the CTLS, Inc. Board. I have not sought any of these opportunities for service, but have generally been drafted.

Parks (and libraries) create strong communities. As more of Buda and Hays County become developed, access to parks, open space and natural beauty become even more important. I would like to see more of the projects the Parks Commission and the Parks Department have worked on come to fruition. The revision of the Unified Development Code (UDC) to strengthen the city's ability to accept only appropriate parkland has been crucial and the City staff , City Council and Parks Commission need to take advantage of the freedom it provides. There should be opportunities for training and development for Parks Commissioners and clear communication procedures between the Parks Commission, Planning and Zoning Commission and City Council. Parks need to be sustainable, and Commissions need to understand the financial constraints of the city.

Originally my first priority was City Park. Now six years later as other priorities have been addressed, I hope to work on a Parks Commission that will revitalize City Park. I would also like to work for additional parks programming and would welcome an opportunity to continue to serve the City of Buda on the Parks Commission.

Sincerely,



Eileen Altmiller

September 5, 2009

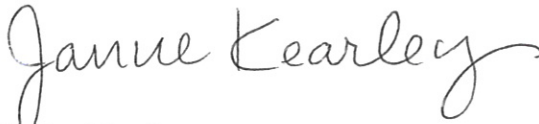
To Whom It May Concern,

I am applying for a position on the Parks Commission. Being a parent, a former school teacher, and having a great love for parks, a position on the Parks Commission could be a good fit for me.

I live on San Marcos Street in downtown Buda, in what used to be the Selman's home. My husband and I have lived here for seven years. I was a Montessori school teacher in Austin at Austin Montessori School for ten years until we had our daughter, who is now almost two. I stay home with her. I also run a small business making, and selling Montessori Baby toys.

I have never been on a commission before, but would be very willing to learn and contribute. I am also interested to know what the time commitment is usually like for such a position.

Thank you for your consideration,



Janice Kearley

207 N. San Marcos Street
Buda, Texas 78610

janicestephen@verizon.net
www.pinkhousehandworks.com



APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Board or Commission Name: Parks Commission

Name:	<u>Kearley</u>	<u>Janice</u>	<u>M.</u>
	(Last)	(First)	(Middle)
Mailing Address:	<u>207 N. San Marcos St.</u>		<u>78610</u>
			(Zip)
Daytime Phone:	<u>512-312-2472</u>	Alternate Phone:	_____
Employer:	<u>self employed</u>	Business Phone:	_____
Occupation/Position:	<u>toy maker</u>	Fax Number:	_____
e-mail Address:	<u>janicestephen@verizon.net</u>		

The City of Buda recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Buda's diverse community, including citizens of all ethnic groups as well as people with disabilities.

- In which geographic area of Buda do you reside? Old Town Buda
- Are you a registered voter? Yes No
- Are you a City of Buda resident? Yes No
- Are you now or have you in the last three years registered/worked as a city lobbyist? Yes No

§ 8-16-4 of the City Code requires a person meeting the following criteria to register with the City Clerk as a registered lobbyist:

- (A) receives compensation of \$200 or more in a calendar quarter for lobbying;
- (B) receives reimbursement of \$200 or more in a calendar quarter to lobbying;
- (C) expends \$200 or more in a calendar quarter for lobbying; or
- (D) lobbies as the agent or employee of a person who:
 - (1) receives compensation of \$200 or more in a calendar quarter for lobbying;
 - (2) receives reimbursement of \$200 or more in a calendar quarter for lobbying;
 - (3) expends \$200 or more in a calendar quarter for lobbying.

- Do you or your employer have any business dealings with the City of Buda that might present a conflict of interest? Yes No
- Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings? Yes No

- Do you agree to complete any training necessary for the Board or Commission to which you are applying? Yes No

Describe any qualifications, expertise, or special interests that relate to your possible appointment, and any elaborations of your responses above.

Please see attached letter.

It is suggested you submit a cover letter and resume with your application. Please return the original to the City of Buda City Clerk for processing.

Your application, which is public information under the Texas Open Records Act, will be kept on file for twelve (12) months.

*** ADA COMPLIANCE ***

Reasonable accommodations and equal access to communication are provided upon request.

Return to:
City Administrator
P.O. Box 1218, Buda, Texas 78610
Phone: (512) 295-6331
Fax: (512) 312-1889
e-mail tmilam@ci.buda.tx.us



REC'D SEP 18 2009

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Board or Commission Name: Board of Park Development

Name:	<u>Sanchez</u>	<u>John</u>	<u>Henry</u>
	(Last)	(First)	(Middle)
Mailing Address:	<u>161 Wildhorse Cir Buda Tx 78610</u>		
	(Zip)		
Daytime Phone:	<u>512-587-1074</u>	Alternate Phone:	<u>512-791-9200</u>
Employer:	<u>URT Fitness</u>	Business Phone:	<u>512-587-1074</u>
Occupation/Position:	<u>Owner & Trainer</u>	Fax Number:	
e-mail Address:	<u>j.sanchez@urtfitness.com</u>		

The City of Buda recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Buda's diverse community, including citizens of all ethnic groups as well as people with disabilities.

- In which geographic area of Buda do you reside? Whispering Hollow
- Are you a registered voter? Yes No
- Are you a City of Buda resident? Yes No
- Are you now or have you in the last three years registered/worked as a city lobbyist? Yes No

§ 8-16-4 of the City Code requires a person meeting the following criteria to register with the City Clerk as a registered lobbyist:

- (A) receives compensation of \$200 or more in a calendar quarter for lobbying;
- (B) receives reimbursement of \$200 or more in a calendar quarter to lobbying;
- (C) expends \$200 or more in a calendar quarter for lobbying; or
- (D) lobbies as the agent or employee of a person who:
 - (1) receives compensation of \$200 or more in a calendar quarter for lobbying;
 - (2) receives reimbursement of \$200 or more in a calendar quarter for lobbying;
 - (3) expends \$200 or more in a calendar quarter for lobbying.

- Do you or your employer have any business dealings with the City of Buda that might present a conflict of interest? Yes No
- Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings? Yes No

I am the owner of URT Fitness and would abstain from any vote obtaining to the commercial use of the park.

- Do you agree to complete any training necessary for the Board or Commission to which you are applying? Yes No

Describe any qualifications, expertise, or special interests that relate to your possible appointment, and any elaborations of your responses above.

I am very interested in the growth and use of park in the Buda area. Parks are a great place for family and friends to get together for recreation and enjoy the outdoors, and I want to help to make sure that this continues.

It is suggested you submit a cover letter and resume with your application. Please return the original to the City of Buda City Clerk for processing.

Your application, which is public information under the Texas Open Records Act, will be kept on file for twelve (12) months.

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City Council Agenda Item Report

October 7th, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Deliberation and possible action on a request for a change of zoning from Medium Density Residential (MR) to High Density Residential (HR) for Lots 54-60, Block A, Lots 1-37 Block C, Lots 1-2, Block D and Lots 1-5, Block E of the Green Meadows Subdivision Section 2B consisting of approximately 12.91 acres of land generally located at the intersection of Feathergrass Drive and Old West Trail.

1. BACKGROUND/HISTORY

The final plat of Green Meadows 2B was approved on August 19, 2008. The zoning of the Green Meadows Subdivision is divided between (HR) High Density Residential and (MR) Medium Density Residential. Centex Homes has been developing this property for single family residential development.

2. FINDINGS/CURRENT ACTIVITY

The City has been reviewing and approving building permits for homes within Section 2B. Section 2B contains 54 total single family lots. Of these 54 lots, 51 are zoned MR and three (3) are zoned HR. 46 lots have either been constructed and sold, are under construction or have approved building permits issued for the lots. It was recently discovered by the developer that the approved building permits were reviewed and approved for compliance with the setback requirements for the HR District. The following chart illustrates the development standards for the HR and MR Districts:

Standard	MR District	HR District
Allowable Density (upa)	4.00	8.00
Minimum Lot Area (sq. ft.)	7,500	5,063
Minimum Lot Width (ft)	55	45
Minimum Front Yard	20	15
Minimum Back Yard	10	5
Minimum Side Yard	5	5

The homes in this subdivision have been approved and/or constructed with a front yard setback of 18.5 feet. As a result, these homes encroach into the front yard setback by approximately three and one-half feet (3.5'). All other lot development and dimensional standards have been met for the MR District.

The Developer and Homeowners are requesting a zoning change from MR to HR to allow for the front yard setback to be in conformance with the zoning requirements. Since this subdivision has been platted, this zoning change request would have no impact on any other lot standards without a replat.

Included in the Council's packets are the zoning change request letter and several exhibits illustrating the affected lots.

3. FINANCIAL IMPACT

N/A

4. ACTION OPTIONS/RECOMMENDATION

This request for zoning has been reviewed for consistency with existing City codes and ordinances. Section 3.7(4)c. of the UDC provides for the general criteria for approval of a zoning change:

- (i.) The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.
- (ii.) Zoning changes may be approved when the following standards are met:
 - 1. The zoning change is consistent with the Comprehensive Plan;
 - 2. The zoning change promotes the health, safety or general welfare of the City and the safe, orderly and healthful development of the City;
 - 3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood.
 - 4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map;
 - 5. Infrastructure, including roadway adequacy, sewer, water and stormwater facilities, is or is committed to be available that is generally suitable and adequate for the proposed use;
 - 6. Zoning variance requests will not be considered. Zoning changes must be made by Zoning Map Amendment.
- (iii.) All amendments must be in accordance with the Comprehensive Plan, which may be amended according to the procedure in this Section. Newly annexed areas shall be zoned during the annexation process.

On September 22, 2009, the Planning and Zoning Commission recommended approval of the proposed zoning change by a vote of 6 to 1. In addition to the approval recommendation, the P&Z requested that staff provide Centex Homes with a copy of the zoning change Ordinance once it is approved and that Centex provide this Ordinance to all property owners within the development. Centex agreed to this request.

CENTEX HOMES

August 31, 2009

Mr. Stanley Fees
City Engineer
City of Buda
P.O. Box 1218
Buda, Texas 78610

Re: Re-Zoning Request for certain lots in Green Meadows Section 2B - Letter of Intent

Mr. Fees:

Centex Homes is the owner and developer of the Green Meadows Subdivision. This community consists of lots designated as Medium Density Residential (MR) and High Density Residential (HR). We have been the sole lot developer and homebuilder in this community since its inception. Green Meadows Section 2B contains 54 single family lots...51 of these are zoned MR and 3 are zoned HR. Our house permits mistakenly did not indicate the proper front building setback on the MR lots and 46 of those homes were set at an 18.5' building setback instead of the required 20' in MR zoning.

Centex, our surveyor and the city of Buda permit reviewers never caught this error. We finally recognized the mistake(s) on August 24, 2009 and contacted you immediately for an appropriate resolution.

Centex Homes respectfully requests a rezoning of the 51 lots from MR to HR. This would make the existing setbacks on the houses conform to the provisions of the zoning category (MR requires 20' front building setbacks; HR requires 15' front building setbacks).

As of today's date, 8 of the 51 lots have been sold to homeowners, 5 of the 51 lots are still vacant lots, and the remaining 38 are at various stages of construction from foundation to complete and ready for occupancy.

Attached to this Letter of Intent is a completed and executed Zoning Change Application Form and the application signatures from the owners of the 8 properties that have already closed. Also attached is the application fee in the amount of \$2,200.00.

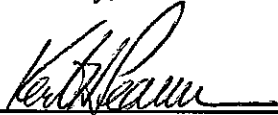
Regardless of MR or HR zoning, there will effectively be no difference in the finished products that are built. The lot sizes and every other aspect of the development conform to MR zoning. The only difference is that the houses were built 1.5 feet closer to the front property line than what MR zoning allows. With HR zoning, all construction on these lots is in full conformance to city requirements.

Most of the Green Meadows community is presently zoned for High Density residential (232 of the 326 lots). Although the regulations allow for 15' front setbacks in this area, Centex has used 18.5' on these lots for aesthetic and functional reasons. We regret the oversight of carrying this setback into the Medium Density lots of Section 2B, but this was done unintentionally and we are making a good faith effort to correct the situation.

A location map of the entire Green Meadows community and a second map specific to the affected lots are attached.

If you require any additional information or action, please do not hesitate to contact me.

Sincerely,

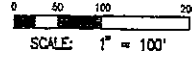
A handwritten signature in black ink, appearing to read "Keith Pearson", written over a horizontal line.

Keith Pearson
Director of Land Development

Attachments

HGISD ELEMENTARY SCHOOL

HGISD ELEMENTARY SCHOOL



COUNTY ROAD 119

BLOCK 'A' 1

BLOCK 'H' 1

GREEN MEADOWS LANE

BLOCK 'A' 2 PARK

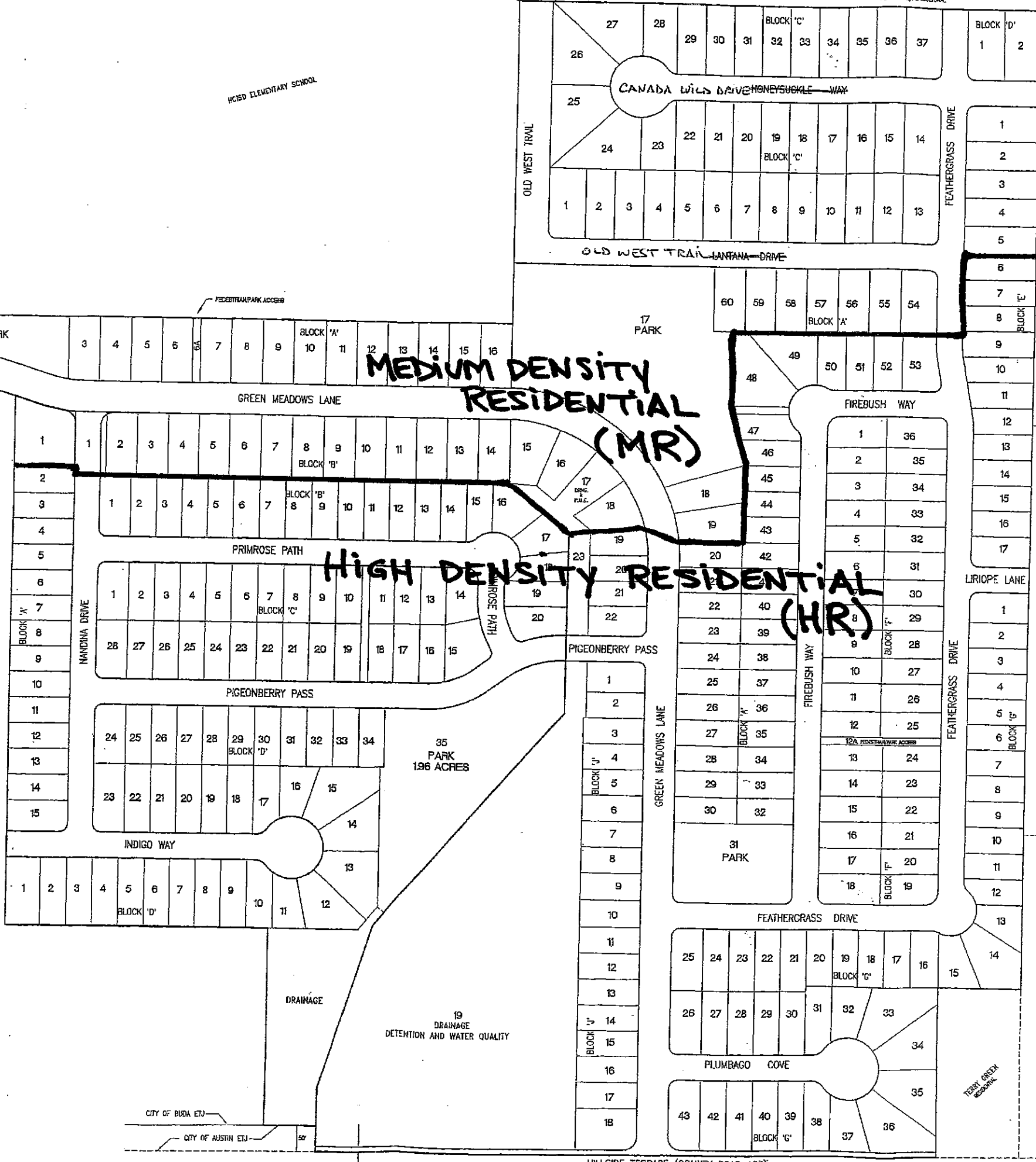
FEATHERGRASS PARK ACCESS

MEDIUM DENSITY RESIDENTIAL (MR)

HIGH DENSITY RESIDENTIAL (HR)

EXISTING ZONING

STATE OF TEXAS



BLUE RAY & GORRI CARPUS
REGISTERED ARCHITECTS

JAMES W. A. WELLS
REGISTERED ARCHITECT

ISVA INC.
CIVIL ENGINEER
COMMERCIAL AND RESIDENTIAL

NO.	REVISIONS	DATE

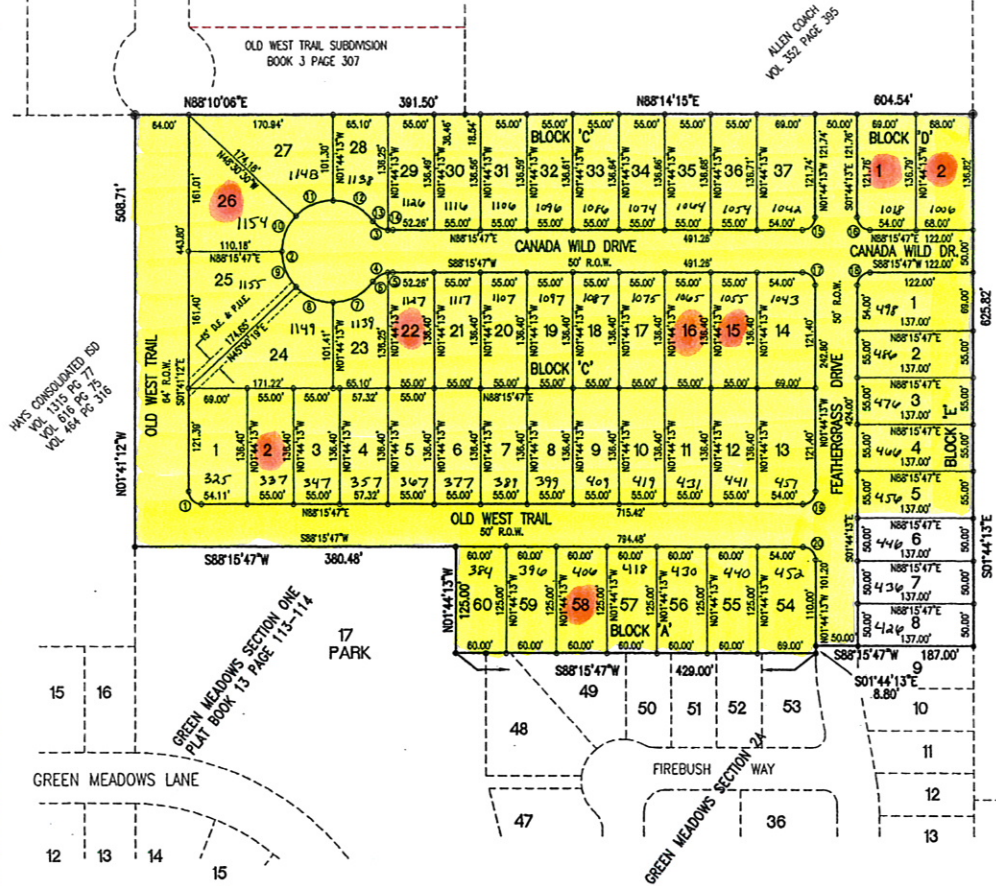
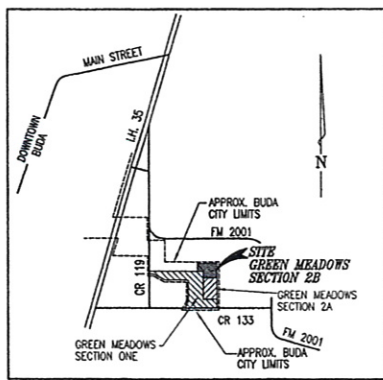


NATHAN D. SMITH, P.E.
CONSULTING ENGINEER
1214 WEST FIFTH STREET
AUSTIN, TEXAS 78703
512-478-3839

**GREEN MEADOWS
COMMUNITY PLAN**

SHEET NO.
5

FINAL PLAT
GREEN MEADOWS SECTION 2B
 CITY OF BUDA, TEXAS
 13.378 ACRES OUT OF THE GEORGE HERDER
 SURVEY NO. 537 ABSTRACT 239
 CITY OF BUDA, HAYS COUNTY, TEXAS



LEGAL DESCRIPTION: 13.378 ACRES OUT OF THE GEORGE HERDER SURVEY NO. 537 ABSTRACT 239 HAYS COUNTY, TEXAS

OWNER: CENTEX HOMES
 12301-B RATA TRACE PARKWAY
 BLDG 2
 AUSTIN, TEXAS 78727

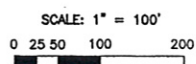
ENGINEER: NATHAN D. SMITH
 1214 WEST FIFTH STREET
 AUSTIN, TEXAS 78703
 512-478-3339

SURVEYOR: ROY D. SMITH, RPLS
 ROY D. SMITH SURVEYORS, P.C.
 1214 WEST FIFTH STREET
 AUSTIN, TEXAS 78703
 512-478-9821

LAND USE SUMMARY:
 NUMBER OF LOTS: 54 SINGLE FAMILY LOTS 10.037 ACRES
 54 TOTAL 10.037 ACRES
 RIGHT-OF-WAY 3.341 ACRES
 TOTAL 13.378 ACRES

WVS CONSIDERED 50
 VOL. 115 PG. 277
 VOL. 404 PG. 316

JOHN D. GANNESS
 VOL. 227 PAGE 598



DATE OF SUBMITTAL:

- LEGEND:
- 1/2" IRON PIN FOUND
 - 1/2" CAPPED IRON PIN SET
 - P.U.E. PUBLIC UTILITY EASEMENT
 - B.L. BUILDING LINE
 - DRNG. ESMT. DRAINAGE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - WW ESMT. WASTEWATER EASEMENT

CURVE DATA

CURVE	ADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	15.00'	23.58'	15.01'	21.22'	N46°42'42"W	90°03'01"
2	60.00'	301.43'	43.64'	70.59'	N01°44'13"W	287°58'10"
3	25.00'	23.25'	12.75'	22.59'	S44°45'10"E	83°58'05"
4	25.00'	23.58'	12.75'	22.59'	S01°18'44"W	53°58'05"
5	25.00'	2.74'	1.37'	2.74'	N89°07'07"E	02°17'21"
6	25.00'	20.80'	11.05'	20.31'	N88°08'04"E	47°40'44"
7	60.00'	55.62'	28.99'	53.85'	N69°50'57"E	53°08'31"
8	60.00'	49.02'	25.87'	47.87'	S89°13'27"E	48°48'38"
9	60.00'	46.13'	24.27'	45.00'	S33°45'41"E	44°02'55"
10	60.00'	46.13'	24.27'	45.00'	S80°17'14"W	44°02'55"
11	60.00'	49.02'	25.87'	47.87'	S89°43'02"W	48°48'38"
12	60.00'	55.62'	28.99'	53.85'	N64°19'23"W	53°05'11"
13	25.00'	23.58'	12.75'	22.59'	N01°18'30"W	47°40'44"
14	25.00'	2.74'	1.37'	2.74'	N88°30'32"W	02°17'21"
15	15.00'	23.58'	15.00'	21.21'	S43°15'47"W	90°00'00"
16	15.00'	23.58'	15.00'	21.21'	N46°44'13"W	90°00'00"
17	15.00'	23.58'	15.00'	21.21'	S46°44'13"W	90°00'00"
18	15.00'	23.58'	15.00'	21.21'	N43°15'47"E	90°00'00"
19	15.00'	23.58'	15.00'	21.21'	S43°15'47"W	90°00'00"
20	15.00'	23.58'	15.00'	21.21'	S46°44'13"E	90°00'00"

PROPOSED AREA OF RE-ZONING
FROM MR TO HR

LOTS OCCUPIED BY RESIDENTS
(NOT OWNED BY CENTEX)



City Council Agenda Item Report

October 07, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Deliberation and possible action on a revised Preliminary Plan for the Stonefield Subdivision located on the northeast corner of Hillside Terrace and IH 35 between Old Goforth Road and IH 35.

1. BACKGROUND/HISTORY

The preliminary plan for Stonefield was originally approved in the fall of 2005 and was originally referred to as the “Horton Tract”. The applicant is proposing to revise the existing preliminary plan to adjust the lot/street layout, revise the location and size of detention facilities and revise the park plan.

2. FINDINGS/CURRENT ACTIVITY

This revised preliminary plat contains a total of 698 residential lots and 31 additional lots being commercial, access, parkland, landscape and other type lots. The preliminary plan is being revised to adjust the lot and street layout, to reflect changes to phases that have already been approved and recorded and to reflect other minor changes.

The following is a list of changes related to the revised preliminary plan:

1. Block H becomes Block Y
2. Lots 1-43, Block H become Lots 1-38 Block Y and Detention/Water Quality Pond #2 configuration changes
3. Lots 15-22 Block O and the Detention/Water Quality Pond #3 become Lots 15-30, Block O with a smaller detention/water quality pond
4. Blocks J, K, L, and M change in configuration and number of lots
 - a. Block J, Lots 1-6 move north
 - b. Block K, Lots 1-21 become Lots 1-24
 - c. Block L, Lots 1-21 become Lots 1-17
 - d. Block M, Lots 1-29 become Lots 1-21
5. The Section One lot and block numbers change to reflect the lot and block numbers on the recorded plat.

The Parks Commission met on September 16, 2009 to consider this item and voted unanimously to recommend approval of the proposed parks plan with a fee-lieu payment of \$418,800 for parkland improvements. The payment will be collected on a per lot pro-rated basis as the property is platted. Sections 2, 3, and 4 of Stonefield consist of a total of 81 lots and are proposed for final platting at tonight's meeting. Thus the amount to be collected for these sections will be \$59,829.03.

3. FINANCIAL IMPACT

N/A

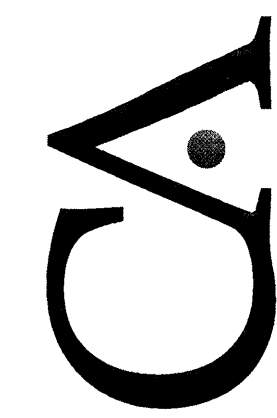
4. ACTION OPTIONS/RECOMMENDATION

Full size copies of the preliminary plan have been included in your packet. All staff review comments have been adequately addressed. Staff recommends approval of this preliminary plan and the P&Z unanimously recommended the approval of the Plan on September 22, 2009.

STONEFIELD PRELIMINARY PLAN

216.132 ACRES OF LAND SITUATED IN THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239 BUDA, TEXAS

Cunningham Allen, Inc.
Engineers • Surveyors
Tel: (512) 327-2946
www.cunningham-allen.com
TYPE REG. NO. F-284
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**STONEFIELD
PRELIMINARY PLAN**
 216.132 ACRES OF LAND SITUATED IN THE GEORGE
 HERDER SURVEY NO. 537, ABSTRACT NO. 239
 BUDA, TEXAS
COVER SHEET

PROJECT No.	351.0104
DESIGN	MR
DRAWN	SET
CAD MANAGER	SET

SHEET
1 OF 20

OWNERS: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD
BUILDING 4, SUITE 100
AUSTIN, TX 78759
BY: RYAN MATTOX

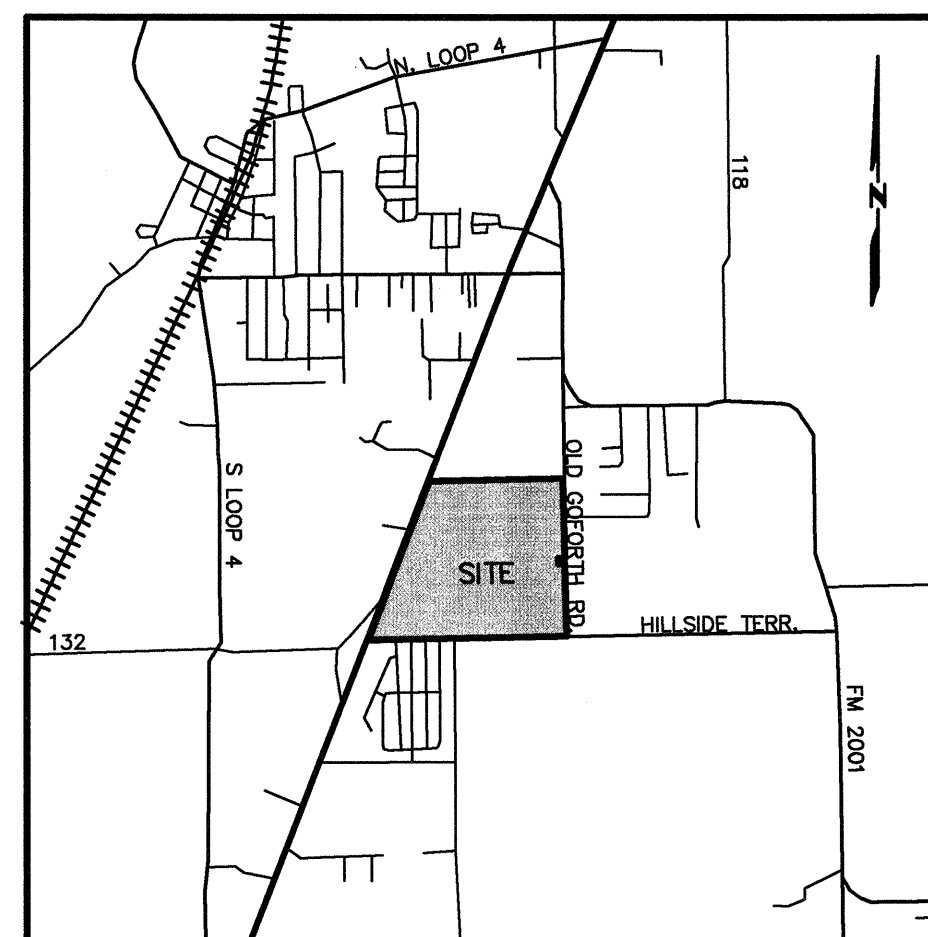
SUBDIVIDER/DEVELOPER: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD
BUILDING 4, SUITE 100
AUSTIN, TX 78759
BY: RYAN MATTOX

SURVEYOR: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX 78746
(512) 327-2946

ENGINEER: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX 78746
(512) 327-2946

PLANNERS: FOR R2 TBG
3050 POST OAK BKVD., SUITE 1100
HOUSTON, TX. 77056
(713) 739-0027

PLANNERS: FOR R1 CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
(512) 327-2946



VICINITY MAP (NOT TO SCALE)

Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAN
3	PRELIMINARY PLAN
4	PRELIMINARY PLAN
5	EXISTING SITE AND TREE SURVEY
6	SLOPE MAP-HIGH DENSITY RESIDENTIAL
7	SLOPE MAP-MEDIUM DENSITY RESIDENTIAL
8	SLOPE MAP-COMMERCIAL
9	EXISTING DRAINAGE MAP
10	OVERALL DRAINAGE AND DETENTION POND MAP
11	OVERALL DRAINAGE AND STORM SEWER
12	DRAINAGE AREA AND STORM SEWER MAP
13	DRAINAGE AREA AND STORM SEWER MAP
14	DRAINAGE AREA AND STORM SEWER MAP
15	DRAINAGE AREA CALCULATIONS
16	DRAINAGE AREA CALCULATIONS
17	WATER AND WASTEWATER PLAN
18	WATER AND WASTEWATER PLAN
19	WATER AND WASTEWATER PLAN
20	OFFSITE WASTEWATER FORCE MAIN

FLOODPLAIN:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0140C WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 18, 1998. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF LINES DELINEATING FLOOD PLAINS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S). THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD.

BEARING REFERENCE: GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM NAD83 (CORS) CENTRAL ZONE.

LEGAL DESCRIPTION:
216.132 ACRES OF LAND SITUATED IN THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WILMOT ROBERDEAU HORTON AND JOHN COLEMAN HORTON OF RECORD IN VOLUME 1314, PAGE 375 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

NOTES:

- THIS SITE IS LOCATED WITHIN THE CITY OF BUDA ETJ.
- PROVISIONS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE (LATEST REVISION) SHALL GOVERN THIS PROJECT, EXCEPT AS MODIFIED BY OTHER CONSENT AGREEMENTS.
- THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
- THE 100-YR STORM EVENT FOR THE FULLY DEVELOPED WATERSHED CONDITION SHALL BE CONTAINED WITHIN THE PROPOSED DRAINAGE EASEMENTS.
- WATER IS PROVIDED BY GOFORTH WATER SUPPLY CORPORATION.
- THIS SITE IS LOCATED WITHIN THE BOUNDARY OF THE SOUTH BUDA W.C.I.D. #1.
- WASTEWATER IS PROVIDED BY THE CITY OF BUDA.
- THIS PROJECT IS NOT LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE.
- COMMERCIAL LOT DRIVEWAY LOCATIONS, TO BE DETERMINED BY TxDOT.
- DRAINAGE EASEMENTS, DETENTION AND WATER QUALITY POND LOCATIONS ON THE COMMERCIAL LOTS WILL BE DETERMINED DURING SITE PLAN STAGE.
- IN ADDITION TO THE EASEMENTS SHOWN, THE FOLLOWING EASEMENTS ARE ALSO PROPOSED FOR EACH LOT:
FRONT - 15' PUBLIC UTILITY EASEMENT
- SIDEWALKS SHALL BE LOCATED ON BOTH SIDES OF ALL STREETS AND WITHIN PEDESTRIAN PATH LOTS
- DISCHARGE FROM ANY DETENTION POND OUTFALL OR STORM DRAIN OUTFALL MAY REQUIRE AN OFFSITE DRAINAGE EASEMENT TO ACCOMMODATE THE FLOW. IF AN OFFSITE DRAINAGE EASEMENT IS REQUIRED, A STUDY SHALL BE MADE OF THE OFF-SITE PROPERTY TO DETERMINE THE SIZE OF THE DRAINAGE EASEMENT TO ACCOMMODATE THE FLOW.
- ACCEPTANCE OF THE DRAINAGE FEATURES IDENTIFIED ON THE PRELIMINARY PLAN ARE SUBJECT TO CHANGE DURING THE FINAL PLAN PROCESS AND DO NOT CONSTITUTE SUBSEQUENT APPROVAL OF SAME. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL DATA OR STUDIES TO ENSURE COMPLIANCE WITH CITY OF BUDA SUBDIVISION AND LAND REGULATIONS, DRAINAGE DESIGN CRITERIA AND COMPREHENSIVE MASTER DRAINAGE PLAN.

NOTES: (CONTINUED)

- PRIVATE PARK LOT NO. 37 WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AND THE PUBLIC LOT NO. 38 WILL BE MAINTAINED BY SOUTH BUDA WCID #1.
- BASED ON PRELIMINARY ENVIRONMENTAL SURVEYS A PORTION OF THE PROPERTY COULD BE CONSIDERED SUBJECT TO WATERS OF THE U.S. PERMITTING REQUIREMENTS. HORIZON ENVIRONMENTAL SERVICES, INC. (HORIZON) HAS BEEN RETAINED TO CONDUCT A SECTION 404 (CLEAN WATER ACT) JURISDICTIONAL DELINEATION TO CONFIRM THE PRESENCE OR ABSENCE OF WETLANDS AND/OR OTHER "WATERS OF THE US" FOR THE PROPOSED AREAS OF IMPACT ASSOCIATED WITH THE FUTURE DEVELOPMENT OF THE HORTON PROPERTY. THIS DELINEATION WOULD BE CONDUCTED ACCORDING TO THE METHODOLOGY PRESCRIBED BY THE 1987 US ARMY CORPS OF ENGINEERS (USACE) WETLANDS DELINEATION MANUAL. AFTER COMPLETING THE JURISDICTIONAL DELINEATION, AN IMPACT ANALYSIS WILL BE CONDUCTED TO INCLUDE A REVIEW OF THE PROPOSED SITE DEVELOPMENT PLANS TO DETERMINE IF AUTHORIZATION UNDER A NATIONWIDE PERMIT (NWP) IS WARRANTED. IMPACTS UP TO 0.10 ACRES (4356 SQUARE FEET) CAN BE AUTHORIZED UNDER A NWP WITHOUT PRE-CONSTRUCTION NOTIFICATION TO THE USACE. IMPACTS OF 0.10 ACRES (4356 SQUARE FEET) TO 0.50 ACRES (21,780 SQUARE FEET) CAN BE AUTHORIZED UNDER A NWP, BUT PRE-CONSTRUCTION NOTIFICATION AND A MITIGATION PLAN OF PROPOSED IMPACTS WILL BE REQUIRED TO COMPENSATE FOR THE LOSS OF FUNCTIONS WITHIN JURISDICTIONAL IMPACTS THAT SURPASS 0.50-ACRE REQUIRE INDIVIDUAL PERMITTING WITH THE USACE AND A MITIGATION PLAN.
- A VARIANCE TO EXCEED THE 1700 FT MAXIMUM BLOCK LENGTH AND HAVING MORE THAN 18 LOTS PER BLOCK FACE IF EVERY 12 LOTS THERE WAS A 15' ACCESS EASEMENT WAS APPROVED FOR BLOCK A BY THE PLANNING AND ZONING COMMISSION ON DECEMBER 13, 2005.
- DIRECT ACCESS TO STONEFIELD TRAIL IS PROHIBITED FROM ALL RESIDENTIAL LOTS.

LAND USE SUMMARY

TOTAL ACREAGE:	216.131 ACRES
COMMERCIAL: NO. OF LOTS:	25.9 ACRES 3
MEDIUM DENSITY RESIDENTIAL: NO. OF LOTS:	39.9 ACRES 113
HIGH DENSITY RESIDENTIAL: NO. OF LOTS:	145.4 ACRES 585
* ACCESS WAY LOTS: NO. OF LOTS:	0.5 ACRES 6
* PARKLAND NO. LOTS:	12.8 ACRES 5
* NEW ROAD R.O.W.:	28.5 ACRES
RIGHT-OF-WAY DEDICATION:	4.7 ACRES
* DETENTION/WATER QUALITY NO. OF LOTS:	22.04 ACRES 3
* LANDSCAPE LOTS NO. OF LOTS:	2.5 ACRES 13
GAS LOT NO. OF LOTS:	0.5 ACRES 1

* NOTE: THESE ACREAGES ARE ACCOUNTED FOR WITHIN THE MEDIUM AND HIGH DENSITY AREAS.
TOTAL ACREAGE = MEDIUM DENSITY + HIGH DENSITY + RIGHT-OF-WAY DEDICATION + GAS LOT = APPROX. 216 ACRES.

REVISIONS/CORRECTIONS		
NO.	DESCRIPTION	APPROVED/DATE
1	ADDED 5 LANDSCAPE LOTS MOVED PARK LOT, REVISED BLOCK A AND ADDED 1 MEDIUM DENSITY LOT.	
2	REVISED LOT LAYOUT EXCEPT FOR STONEFIELD PHASE 1 PLATTED, REVISED PHASE 1 LOT AND BLOCK NUMBERS TO REFLECT THE RECORDED PLAT. ADDED LIFT STATION LOCATION IN LOT 2, BLOCK E. REVISED ALL LEGENDS AND KEY MAPS. REVISED TO COVER SHEET INFORMATION. REVISED REVISION BLOCK, ADDED CITY OF BUDA SIGNATURE BLOCK, REVISED SHEET MATCHLINES.	
3	REVISED LOT LAYOUT EXCEPT FOR STONEFIELD PHASE 1 PLATTED, REVISED PHASE 1 LOT AND BLOCK NUMBERS TO REFLECT THE RECORDED PLAT. REVISED IMPERVIOUS COVER CALCULATIONS ASSOCIATED WITH LAYOUT MODIFICATION.	

LOT DENSITY CALCULATION

LOT DENSITY = # OF LOTS/AREA = UNITS/AC.

WHERE: AREA (IN ACRES) INCLUDES LOTS, EASEMENTS, PARKS, AND STREET R.O.W., ASSOCIATED WITH LOT DENSITY DESIGNATION

THE TOTAL RESIDENTIAL AREA = TOTAL SUBDIVISION AREA - ROW DEDICATION AREA - COMMERCIAL LOTS - GAS LOT
= 216.1 AC. - 4.7 AC. - 25.9 AC. - 0.5 AC. = **185 AC.**
= (MEDIUM DENSITY LOT AREA + HIGH DENSITY LOT AREA)

MEDIUM DENSITY

NUMBER OF LOTS PROVIDED = 113

AREA = 40.4 AC. - 0.5 AC. GAS LOT=39.9 AC.

PROPOSED LOT DENSITY = 113/39.9 = **2.8 UNITS/AC.**

ALLOWABLE DENSITY PER CITY OF BUDA UDC = **4.0 UNITS/AC.**

HIGH DENSITY

NUMBER OF LOTS PROVIDED = 585

AREA = 145.4 AC.

PROPOSED LOT DENSITY = 585/145.4 = **4.0 UNITS/AC.**

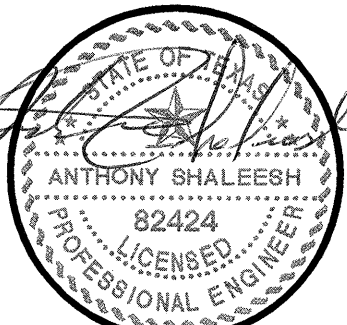
ALLOWABLE DENSITY PER CITY OF BUDA UDC = **8.0 UNITS/AC.**

R3

R2

Anthony Shaleesh
P.E. 8/21/09
DATE

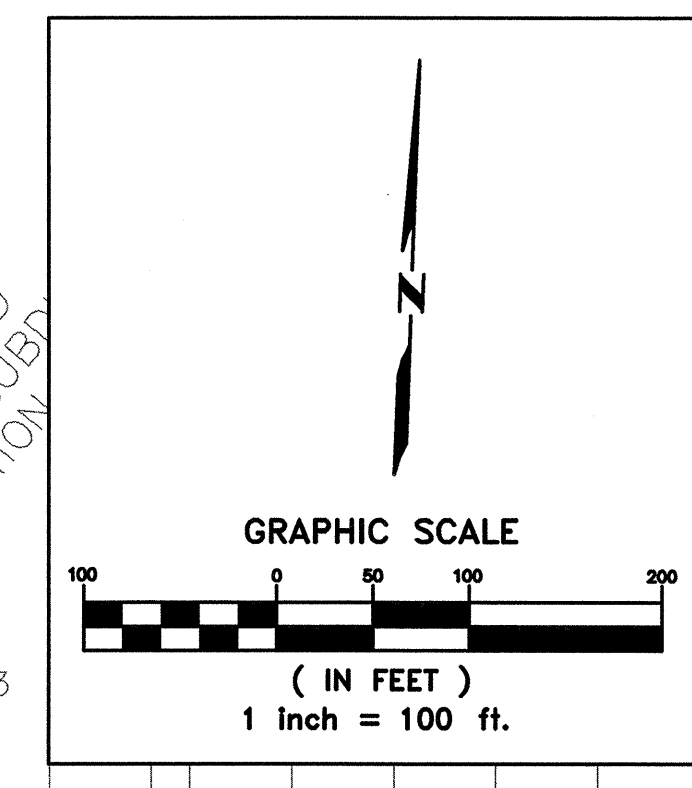
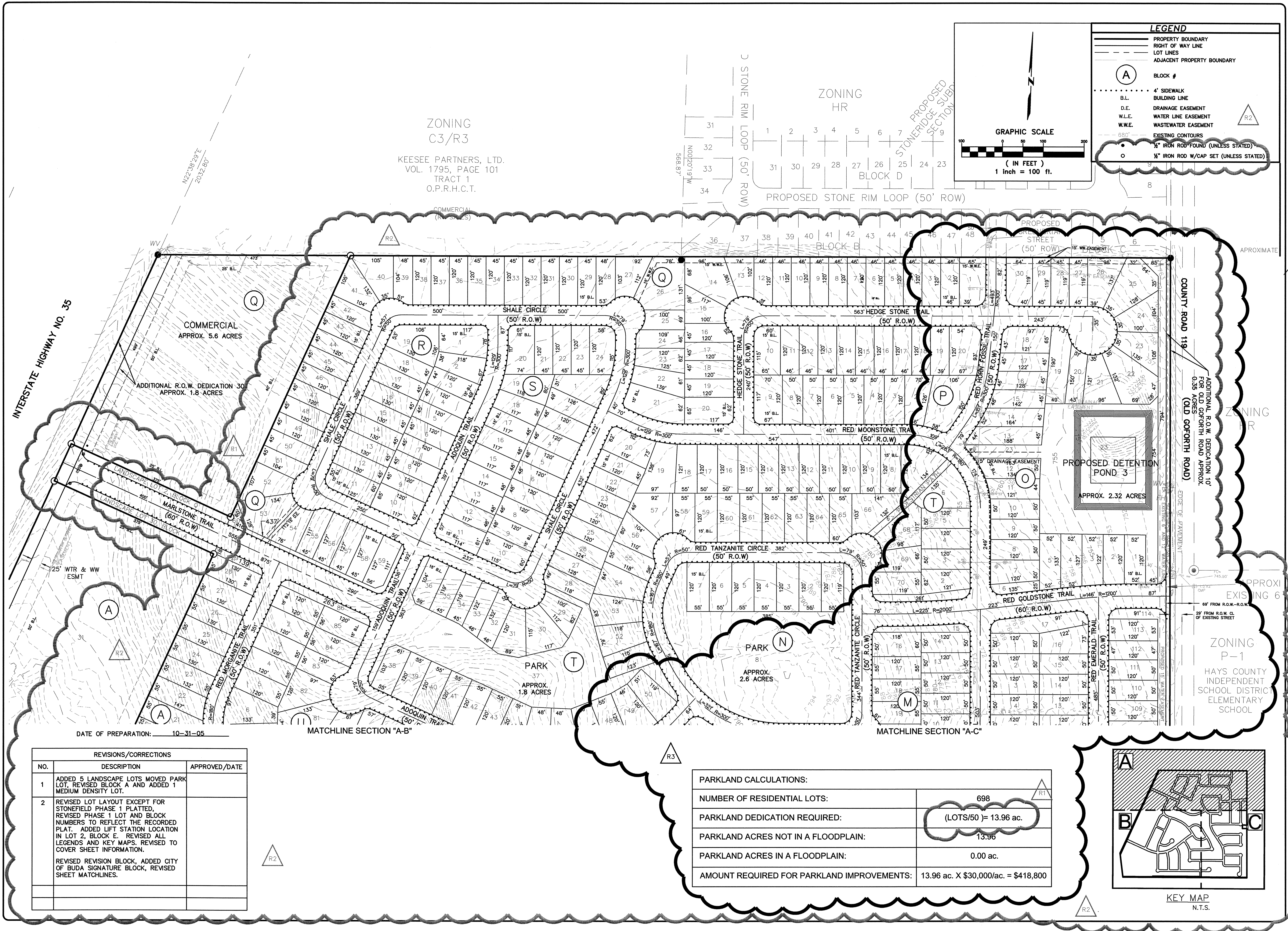
CITY OF BUDA DATE



8/20/09
 For R3

STONEFIELD PRELIMINARY PLAN
 216.132 ACRES OF LAND SITUATED IN THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239 BUDA, TEXAS

PROJECT No. 351.0104
 DESIGN
 SURVEY
 DRAWN
 SET
 ROAD MANAGER
 SET
SHEET
 2 OF 20



LEGEND

	PROPERTY BOUNDARY
	RIGHT OF WAY LINE
	LOT LINES
	ADJACENT PROPERTY BOUNDARY
	BLOCK #
	4' SIDEWALK
	BUILDING LINE
	DRAINAGE EASEMENT
	WATER LINE EASEMENT
	WASTEWATER EASEMENT
	EXISTING CONTOURS
	1/2" IRON ROD FOUND (UNLESS STATED)
	1/2" IRON ROD W/CAP SET (UNLESS STATED)

ZONING
 C3/R3
 KEESEE PARTNERS, LTD.
 VOL. 1795, PAGE 101
 TRACT 1
 O.P.R.H.C.T.

DATE OF PREPARATION: 10-31-05

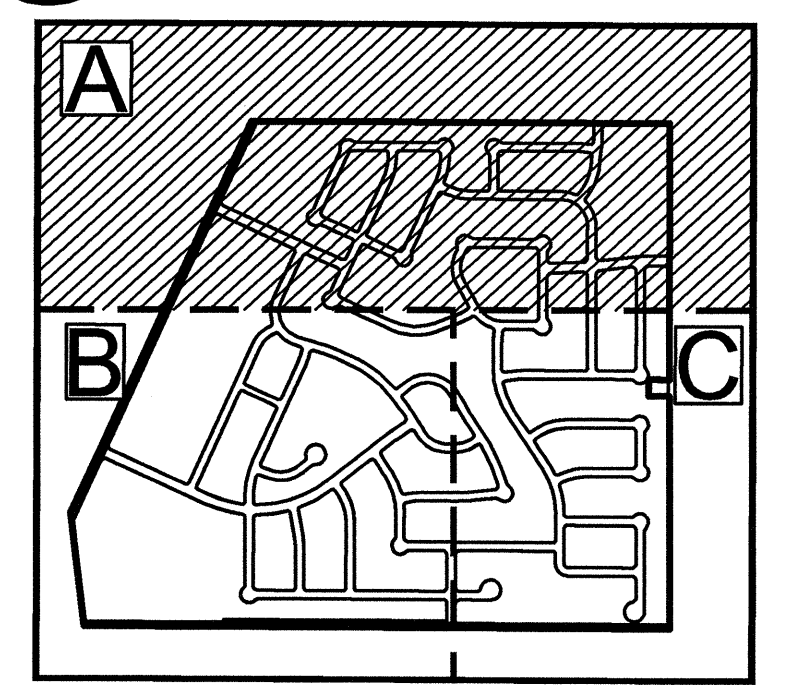
MATCHLINE SECTION "A-B"

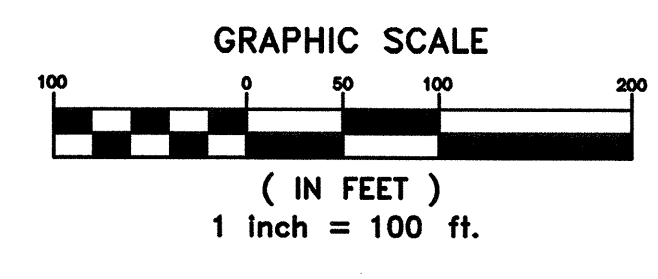
MATCHLINE SECTION "A-C"

REVISIONS/CORRECTIONS		
NO.	DESCRIPTION	APPROVED/DATE
1	ADDED 5 LANDSCAPE LOTS MOVED PARK LOT. REVISED BLOCK A AND ADDED 1 MEDIUM DENSITY LOT.	
2	REVISED LOT LAYOUT EXCEPT FOR STONEFIELD PHASE 1 PLATTED. REVISED PHASE 1 LOT AND BLOCK NUMBERS TO REFLECT THE RECORDED PLAT. ADDED LIFT STATION LOCATION IN LOT 2, BLOCK E. REVISED ALL LEGENDS AND KEY MAPS. REVISED TO COVER SHEET INFORMATION. REVISED REVISION BLOCK, ADDED CITY OF BUDA SIGNATURE BLOCK, REVISED SHEET MATCHLINES.	

PARKLAND CALCULATIONS:

NUMBER OF RESIDENTIAL LOTS:	698
PARKLAND DEDICATION REQUIRED:	(LOTS/50) = 13.96 ac.
PARKLAND ACRES NOT IN A FLOODPLAIN:	13.96
PARKLAND ACRES IN A FLOODPLAIN:	0.00 ac.
AMOUNT REQUIRED FOR PARKLAND IMPROVEMENTS:	13.96 ac. X \$30,000/ac. = \$418,800



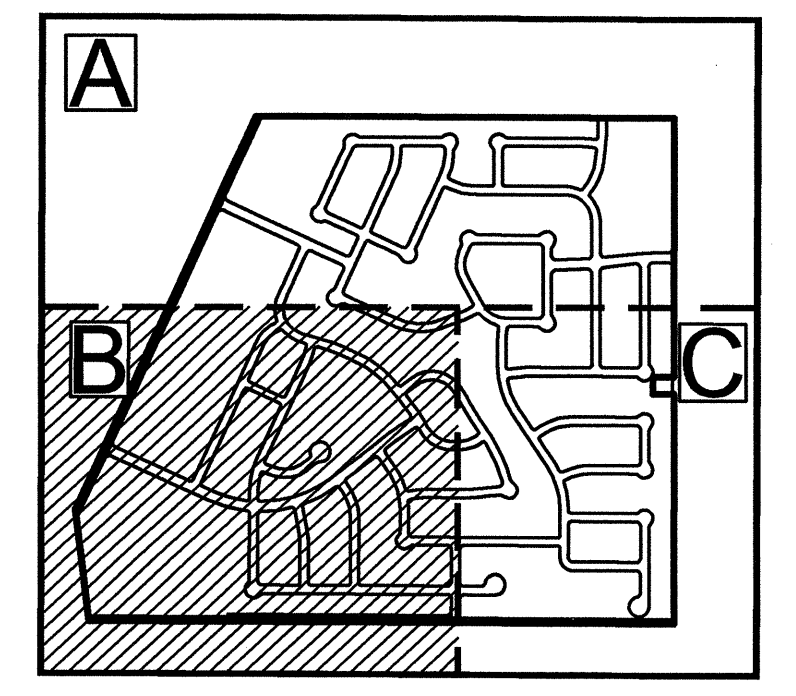


LEGEND

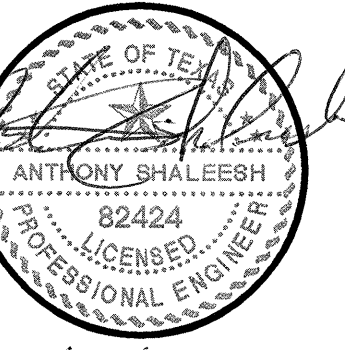
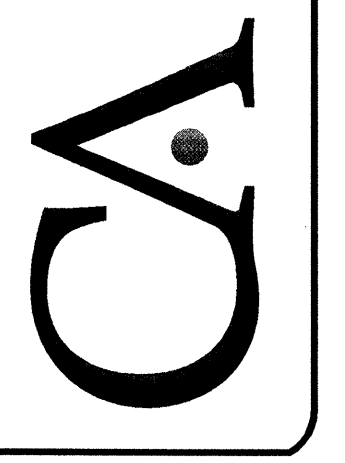
	PROPERTY BOUNDARY
	RIGHT OF WAY LINE
	LOT LINES
	ADJACENT PROPERTY BOUNDARY
	BLOCK #
	4' SIDEWALK
	BUILDING LINE
	DRAINAGE EASEMENT
	WATER LINE EASEMENT
	WASTEWATER EASEMENT
	EXISTING CONTOURS
	1/2" IRON ROD FOUND (UNLESS STATED)
	1/2" IRON ROD W/CAP SET (UNLESS STATED)

DATE OF PREPARATION: 10-31-05

REVISIONS/CORRECTIONS		
NO.	DESCRIPTION	APPROVED/DATE
1	ADDED 5 LANDSCAPE LOTS MOVED PARK LOT, REVISED BLOCK A AND ADDED 1 MEDIUM DENSITY LOT.	
2	REVISED LOT LAYOUT EXCEPT FOR STONEFIELD PHASE 1 PLATTED, REVISED PHASE 1 LOT AND BLOCK NUMBERS TO REFLECT THE RECORDED PLAT. ADDED LIFT STATION LOCATION IN LOT 2, BLOCK E. REVISED ALL LEGENDS AND KEY MAPS. REVISED TO COVER SHEET INFORMATION. REVISED REVISION BLOCK, ADDED CITY OF BUDA SIGNATURE BLOCK, REVISED SHEET MATCHLINES.	



Cunningham | Allen, Inc.
 Engineers & Surveyors
 Tel: (512) 327-2946
 www.cunningham-allen.com
 TBP# REG. NO. 17384
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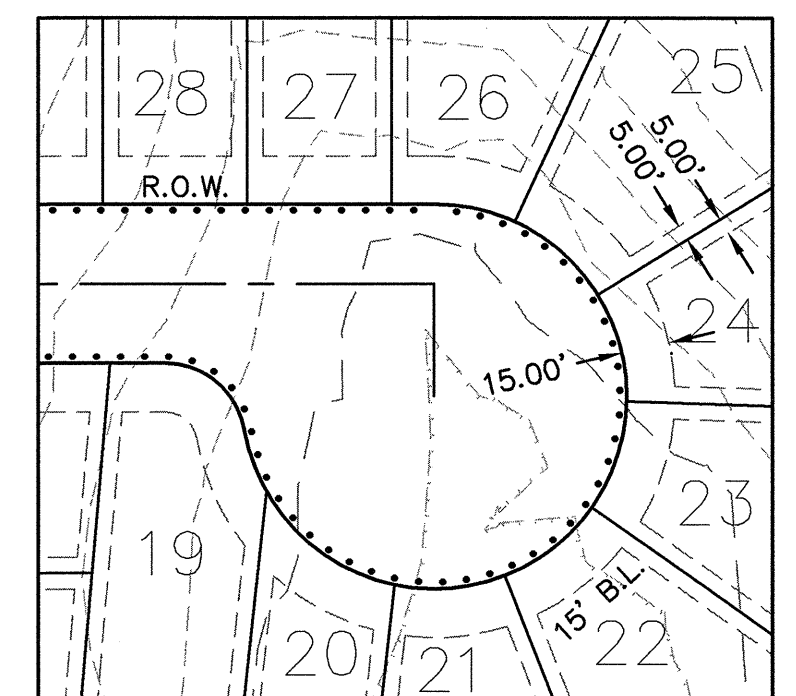
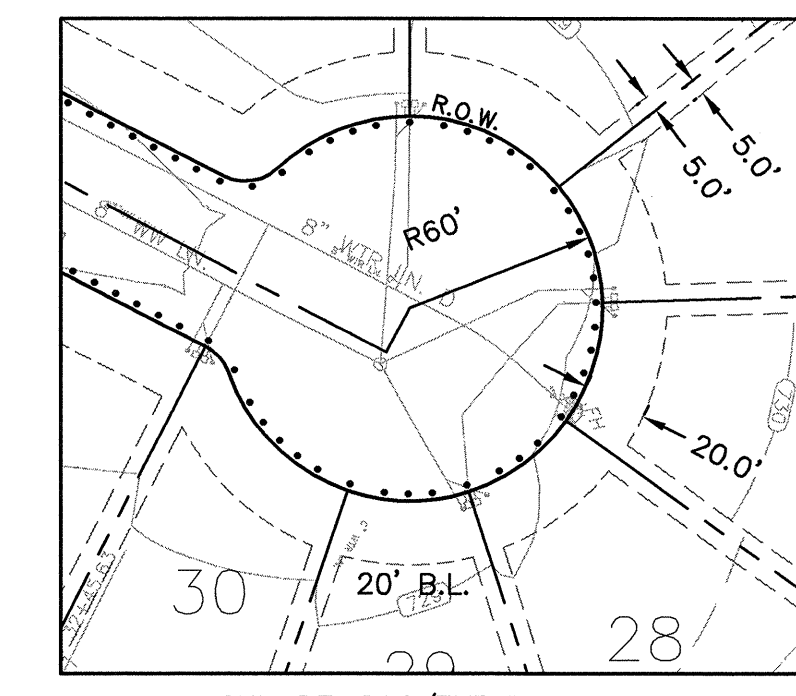
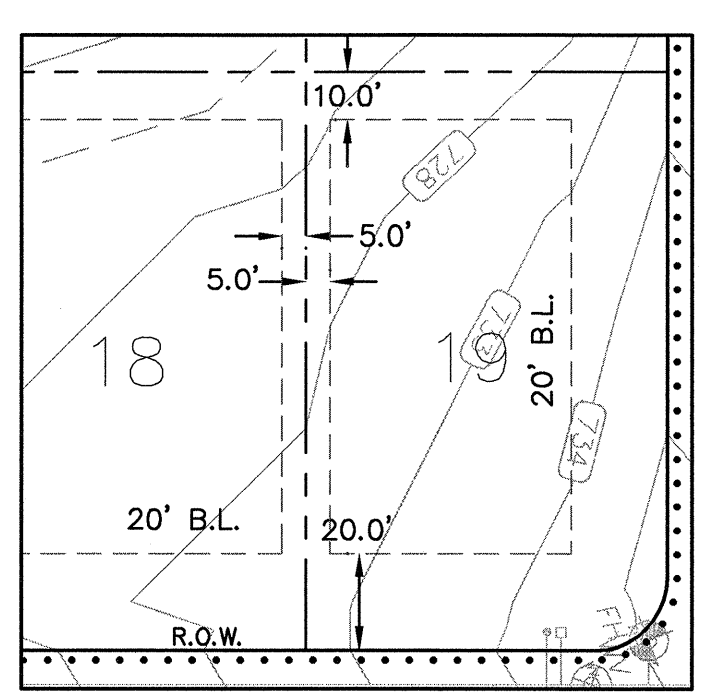
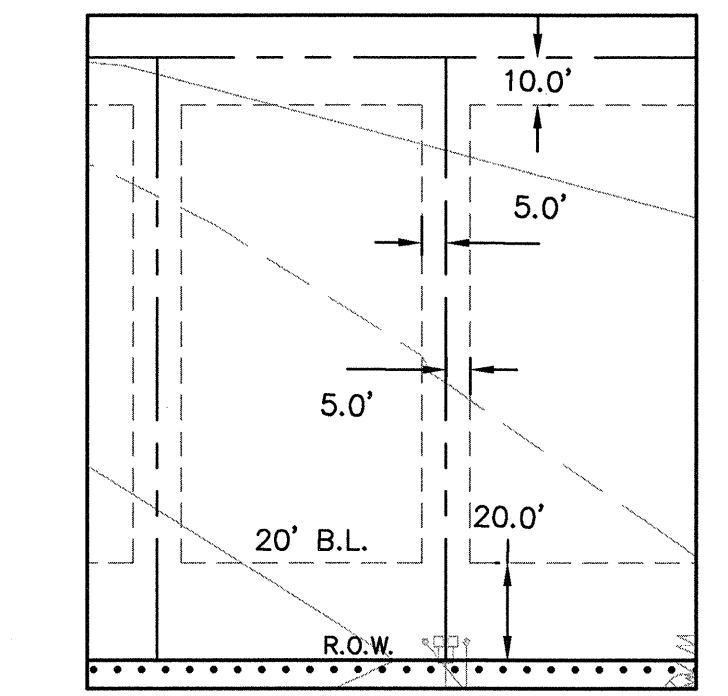
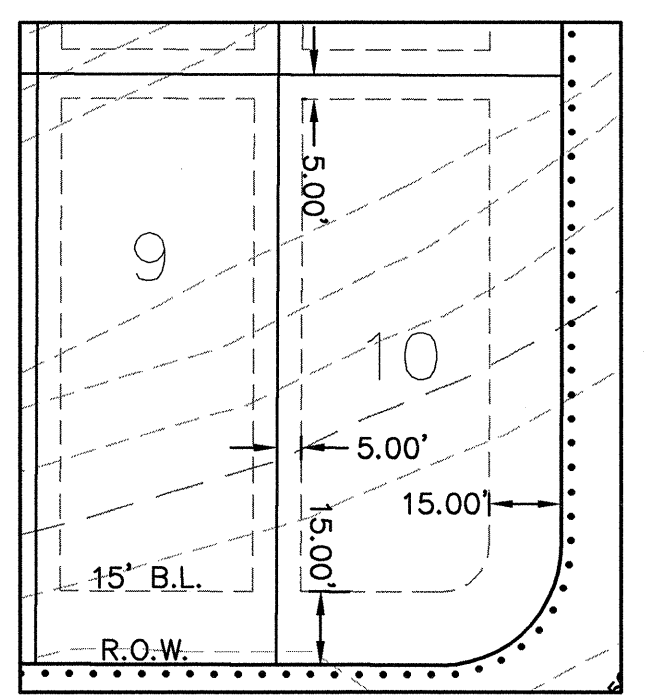
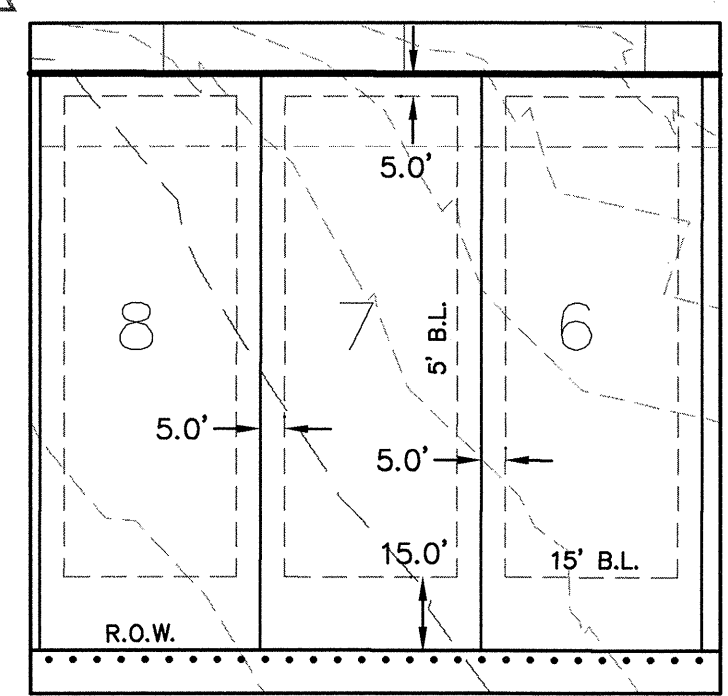
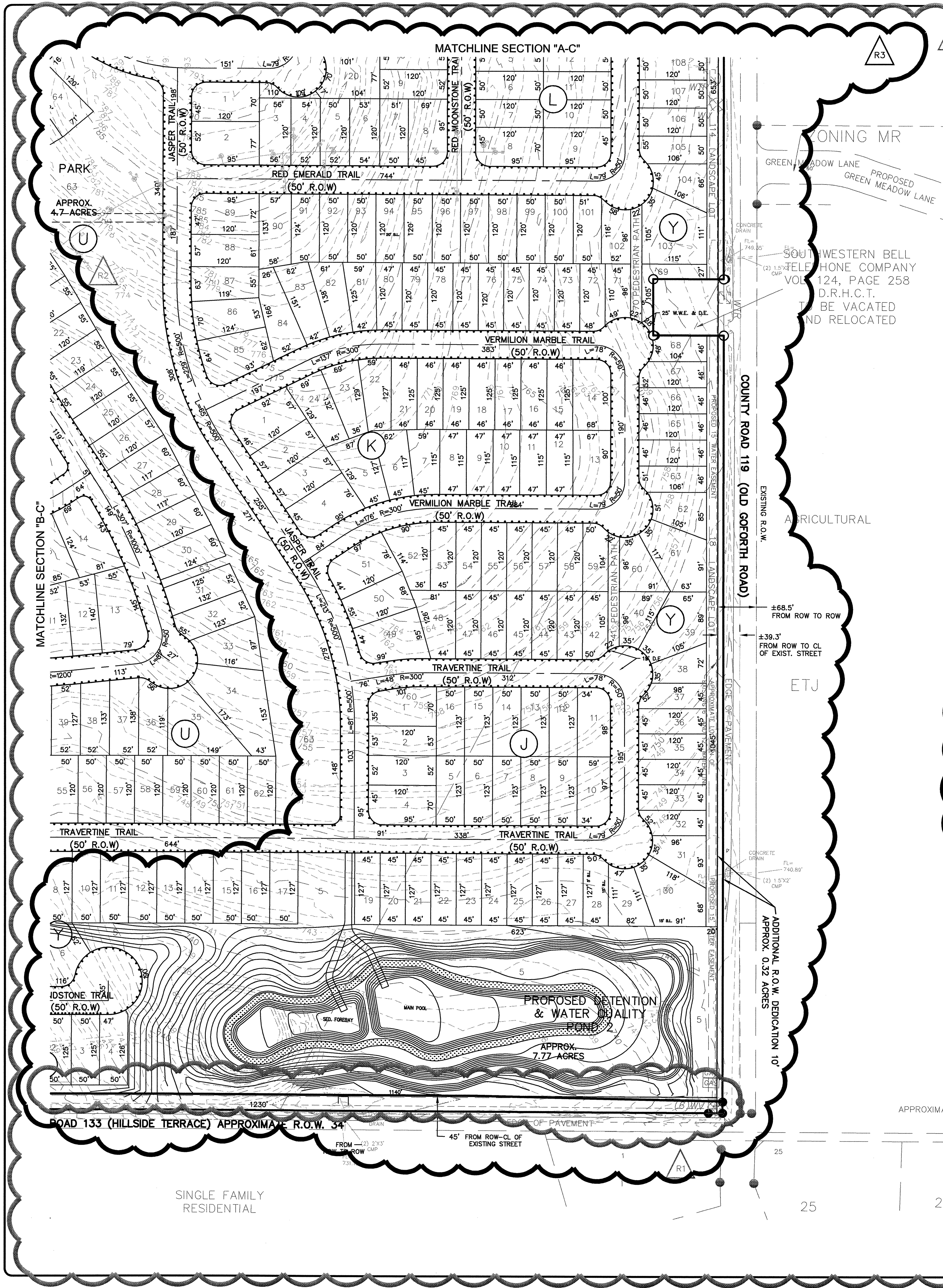


8/20/09
for R3

STONEFIELD
PRELIMINARY PLAN
 216.132 ACRES OF LAND SITUATED IN THE GEORGE
 HERDER SURVEY NO. 537, ABSTRACT NO. 239
 BUDA, TEXAS

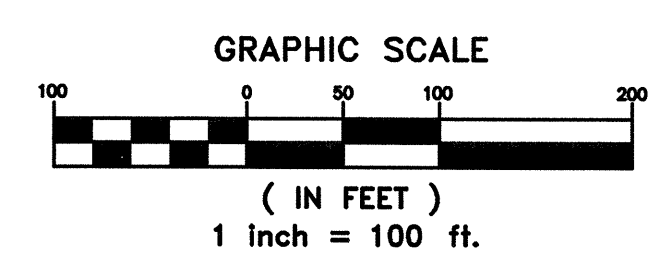
PROJECT No. 351.0104
 DESIGN MR
 DRAWN SET
 CAD MANAGER SET

SHEET
 3 OF 20



IN ADDITION TO THE EASEMENTS SHOWN, THE FOLLOWING EASEMENTS ARE ALSO PROPOSED FOR EACH LOT:
FRONT - 15' PUBLIC UTILITY EASEMENT

*MEDIUM DENSITY LOTS
BLOCKS: A; LOTS 18-36
B; LOTS 1-19, C; LOTS 22-31
D; LOTS 7-8, AND LOTS 12-31
E; LOTS 1-13, F; LOTS 1-15
G; LOTS 1-10

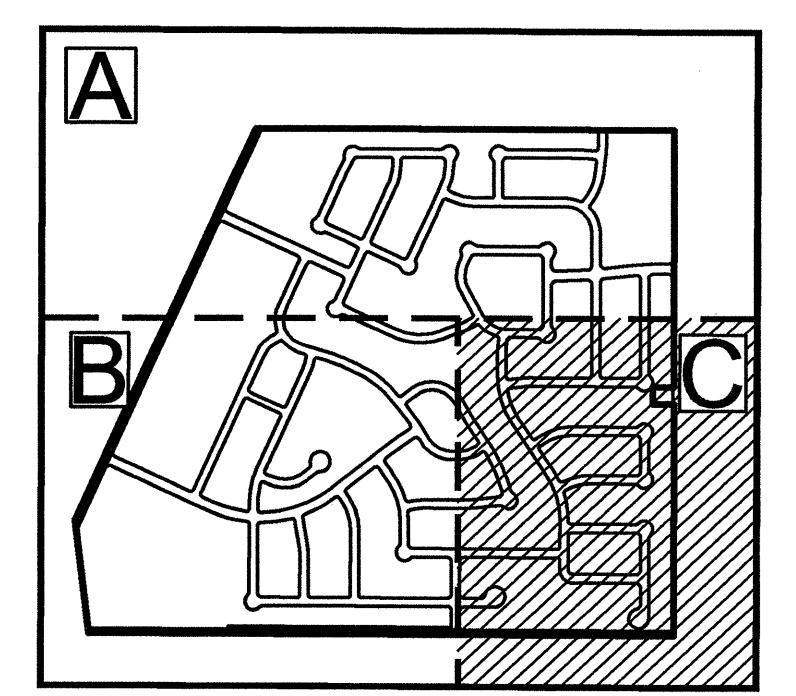


LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- LOT LINES
- ADJACENT PROPERTY BOUNDARY
- (A) BLOCK #
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- W.L.E. WATER LINE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- EXISTING CONTOURS
- 60" 1/2" IRON ROD FOUND (UNLESS STATED)
- 60" 1/2" IRON ROD W/CAP SET (UNLESS STATED)

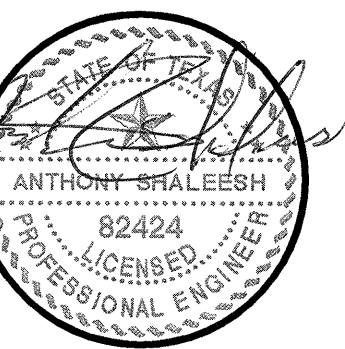
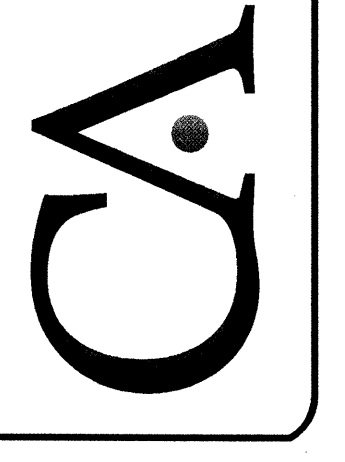
DATE OF PREPARATION: 10-31-05

REVISIONS/CORRECTIONS		
NO.	DESCRIPTION	APPROVED/DATE
1	ADDED 5 LANDSCAPE LOTS MOVED PARK LOT, REVISED BLOCK A AND ADDED 1 MEDIUM DENSITY LOT.	
2	REVISED LOT LAYOUT EXCEPT FOR STONEFIELD PHASE 1 PLATTED, REVISED PHASE 1 LOT AND BLOCK NUMBERS TO REFLECT THE RECORDED PLAT. ADDED LIFT STATION LOCATION IN LOT 2, BLOCK E. REVISED ALL LEGENDS AND KEY MAPS. REVISED TO COVER SHEET INFORMATION. REVISED REVISION BLOCK, ADDED CITY OF BUDA SIGNATURE BLOCK, REVISED SHEET MATCHLINES.	



KEY MAP
N.T.S.

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Engineers & Surveyors
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8/20/09
for RS

STONEFIELD
PRELIMINARY PLAN
216.132 ACRES OF LAND SITUATED IN THE GEORGE
HERDER SURVEY NO. 537, ABSTRACT NO. 239
BUDA, TEXAS

PROJECT No.
351.0104
DESIGN
MR
DRAWN
SET
SAD MANAGER
SET

SHEET
4 OF 20



City Council Agenda Item Report

October 07, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 2, consisting of 1.168 acres of land located at the northwest corner of Sandstone Trail and Shellstone Trail.

1. BACKGROUND/HISTORY

The Council will be considering a revised preliminary plan for Stonefield at their October 7, 2009 regular meeting. This is the second section to be platted in this subdivision.

2. FINDINGS/CURRENT ACTIVITY

This final plat consists of eight (8) single family lots. Access to this section will be provided from the existing Sandstone Trail. Water service is being provided by Goforth. Wastewater service is being provided by South Buda WCID #1. The City of Buda will be responsible for maintenance of the wastewater facilities pursuant to the WCID agreement.

3. FINANCIAL IMPACT

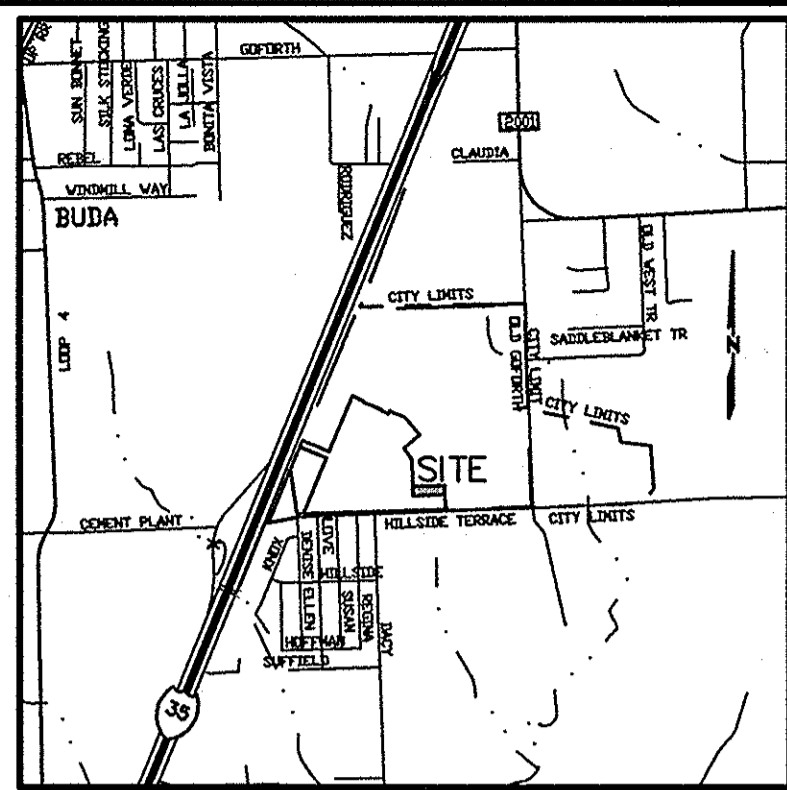
N/A

4. ACTION OPTIONS/RECOMMENDATION

Full size copies of the final plat have been included in your packet. All staff review comments have been adequately addressed. Staff recommends approval of this final plat and the P&Z unanimously recommended approval on September 22, 2009.

STONEFIELD SECTION TWO

1.168 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS



LOCATION MAP (NOT TO SCALE)

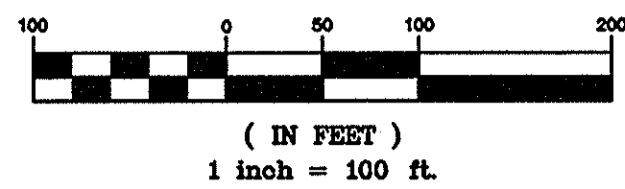
OWNER: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 100
AUSTIN, TX. 78759

ENGINEER: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

SURVEYOR: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

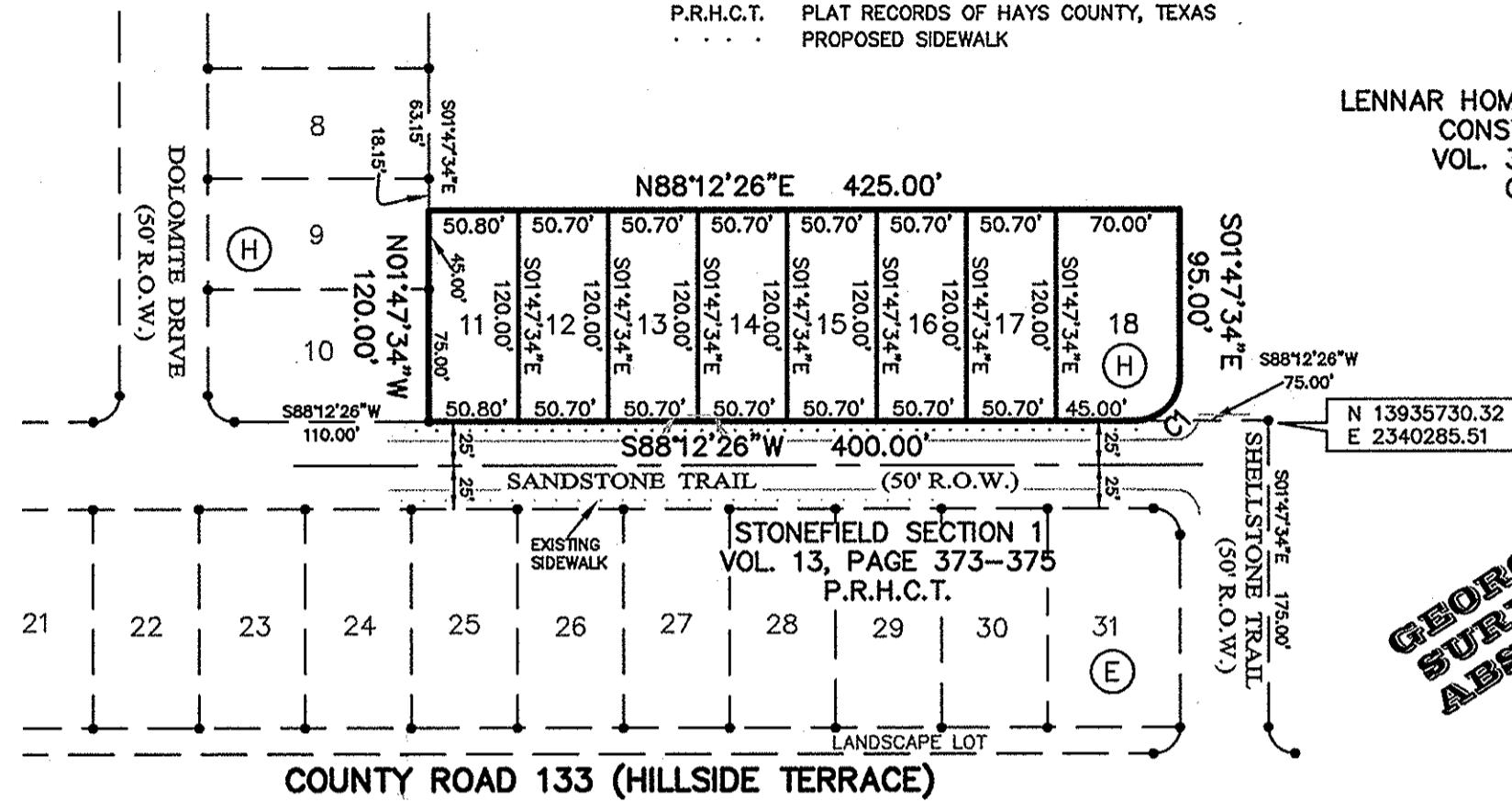
PLANNER: TGB, INC.
3050 POST OAK BLVD.
HOUSTON, TX. 77056

SUBDIVIDER/DEVELOPER:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 450
AUSTIN, TX. 78759
BY: JOHN HAMMOND



LEGEND

- 1/2" IRON ROD W/CAP FOUND STAMPED "CUNNINGHAM ALLEN INC. (UNLESS STATED)
- 1/2" IRON ROD W/CAP SET STAMPED "CUNNINGHAM ALLEN INC."
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS
- PROPOSED SIDEWALK



LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD.,
VOL. 3405, PAGE 656
O.P.R.H.C.T.

**GEORGE HERDER
SURVEY NO. 537
ABSTRACT # 239**

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	25.00'	39.27'	90°00'00"	S43°12'26"W	35.36'

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) SOUTH CENTRAL ZONE.

THE COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES SCALED FROM GRID (U.S. SURVEY FEET), USING A COMBINED SCALE FACTOR (CSF) OF 0.99991194 (GRID=SURFACE*CSF)

REFERENCE BENCHMARKS: (NAVD 88)

NGS MONUMENT U-1305 (STAINLESS STEEL ROD)
ELEVATION = 748.73'

NGS MONUMENT V-1305 (STAINLESS STEEL ROD)
ELEVATION = 716.57'

SITE BENCHMARKS: (NAVD 88)

#1 "L" CUT ON THE NORTHEAST CORNER OF POST OFFICE BOX SLAB, WEST SIDE OF DENISE ELLEN ST. AND +/- 70' SOUTH OF THE CL OF HILLSIDE TERRACE ST, BEING 162' +/- EAST AND 162' +/- SOUTH OF THE SOUTHWEST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 708.23'

#2 "L" CUT ON THE TOP OF CURB EAST SIDE OF OLD GOFORTH RD., +/- 9' NORTH FROM THE EXISTING CURB, BEING 50+/- NORTH AND 64' +/- WEST OF THE SOUTHEAST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 747.02'

#3 "L" CUT ON THE TOP OF CURB, EAST SIDE OF OLD GOFORTH RD., NORTH SIDE OF SCHOOL ENTRANCE AT THE WEST END OF CURB, BEING 1083' +/- SOUTH AND 115' +/- EAST OF THE NORTHEAST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 749.95'

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF BUDA ETJ.
- NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- NO LOTS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE APPROVED DEVELOPMENT AGREEMENT.
- UTILITY SERVICE:
ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE - VERIZON
WATER - GOFORTH WSC
WASTEWATER - SOUTH BUDA WCID#1 AND CITY OF BUDA
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS. THE REQUIREMENT IS 4' AND 6' FOR LOCAL AND COLLECTOR STREETS, RESPECTIVELY.
- THIS SUBDIVISION IS LOCATED IN THE PLUM CREEK WATERSHED AND IS SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF THE BUDA WATER QUALITY PROTECTION ORDINANCE.
- A 15' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL AND ADJACENT TO ALL STREET RIGHT OF WAY LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE SOUTH BUDA WCID#1

STATE OF TEXAS:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER OF 139.56 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, HAYS COUNTY, TEXAS AS CONVEYED BY DEED DATED MAY 30, 2008, AND RECORDED IN VOLUME 3405, PAGE 656 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 1.168 ACRES OF LAND TO BE KNOWN AS

"STONEFIELD SECTION TWO"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT, JOHN HAMMOND, THEREUNTO DULY AUTHORIZED,

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: _____
JOHN HAMMOND
VICE PRESIDENT

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN HAMMOND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

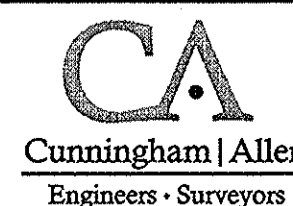
CITY CERTIFICATION:

THIS PLAT, STONEFIELD SECTION TWO, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL BY THE UNIFIED DEVELOPMENT CODE, SEC. 3.8(5).

DATED THIS _____ DAY OF _____, 20____, A.D.

SECRETARY _____

SUBMITTAL DATE: -



3103 Bee Cave Road, Suite 202 Tel.: (512) 327-2946
Austin, Texas 78746-6819 Fax: (512) 327-2973

DATE: JANUARY 2009 PROJECT NO.: 351.0104
DRAWN BY: DED SHEET 1 OF 1

TOTAL AREA: 1.168 ACRES

NUMBER OF LOTS: 8.....1.168 ACRES
SINGLE FAMILY.....0.....0 ACRES
PARKS.....0.....0 ACRES
LANDSCAPE.....0.....0 ACRES
DRAINAGE AND WATER QUALITY EASEMENT.....0.....0 ACRES
R.O.W. DEDICATION: (NEW STREETS).....0.....0 ACRES
TOTAL.....8.....1.168 ACRES

TOTAL NUMBER OF BLOCKS: 1

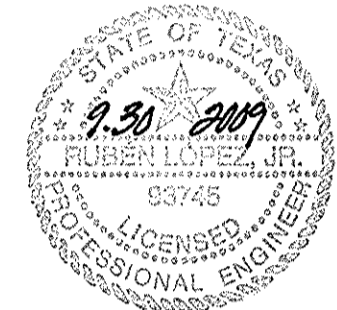
SURVEY: GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239

STREET DEDICATION: 0 LF

ENGINEER'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, ANTHONY SHALEESH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN ACCORDING TO THE DATA FROM THE FEDERAL INSURANCE/ADMINISTRATION FIRM PANEL NO. 48209C0290 F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.

RUBEN LOPEZ JR., P.E. 93745
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
PHONE: 512-327-2946
FAX: 512-327-2973
TBPE REG # F-284



SURVEYOR'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

MIGUEL A. ESCOBAR, R.P.L.S. 5630
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
PHONE: 512-327-2946
FAX: 512-327-2973

PRELIMINARY FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
CUNNINGHAM-ALLEN, INC.
DATE 09-29-09

STATE OF TEXAS:

COUNTY OF HAYS:
I, LINDA FRITSCHE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LINDA FRITSCHE, COUNTY CLERK
HAYS COUNTY, TEXAS

S:\3510101\Drawings\FINAL PLAT PHASE 2\FINAL PLAT PHASE 2.dwg 1/15/2009 10:24:52 AM CST



City Council Agenda Item Report

October 07, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 3, consisting of 14.171 acres of land located northeast of the corner of Sandstone Trail and Shellstone Trail.

1. BACKGROUND/HISTORY

The Council will be considering a revised preliminary plan for Stonefield at their October 7, 2009 regular meeting. This is the third section to be platted in this subdivision.

2. FINDINGS/CURRENT ACTIVITY

This final plat consists of 26 single family lots, one (1) pedestrian path lot and one (1) drainage and water quality easement lot. Access to this section will be provided through the extension of the existing Shellstone Trail and Sandstone Trail and the creation of a new street, Travertine Trail. Water service is being provided by Goforth. Wastewater service is being provided by South Buda WCID #1. The City of Buda will be responsible for maintenance of the wastewater facilities pursuant to the WCID agreement.

3. FINANCIAL IMPACT

N/A

4. ACTION OPTIONS/RECOMMENDATION

Full size copies of the final plat have been included in your packet. All staff review comments have been adequately addressed. Staff recommends approval of this final plat and the P&Z unanimously recommended approval on September 22, 2009.

STONEFIELD SECTION THREE

14.171 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239,
SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

OWNER: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 100
AUSTIN, TX. 78759

ENGINEER: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

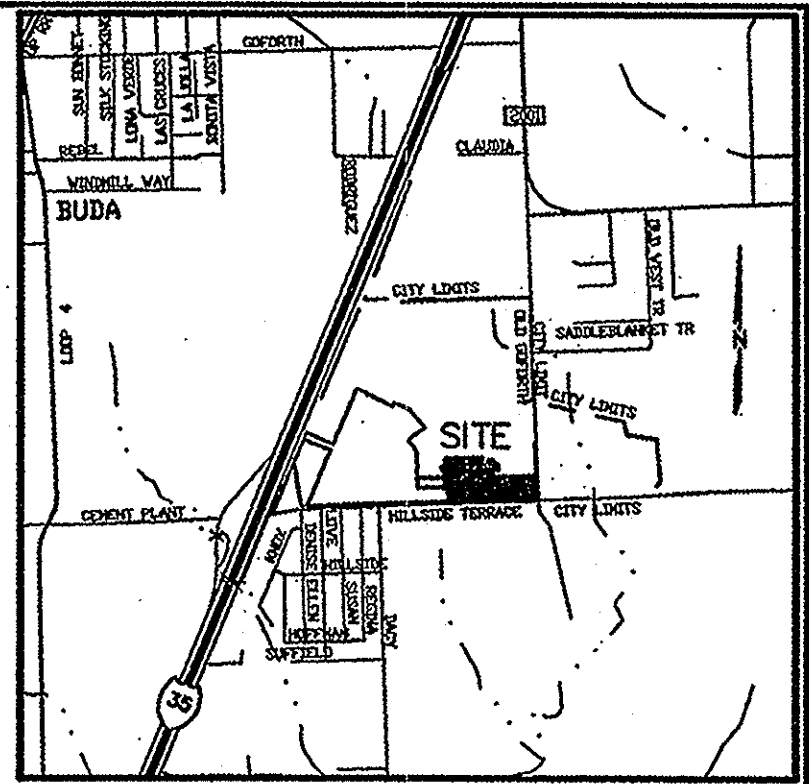
SURVEYOR: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

PLANNER: TGB, INC.
3050 POST OAK BLVD.
HOUSTON, TX. 77058

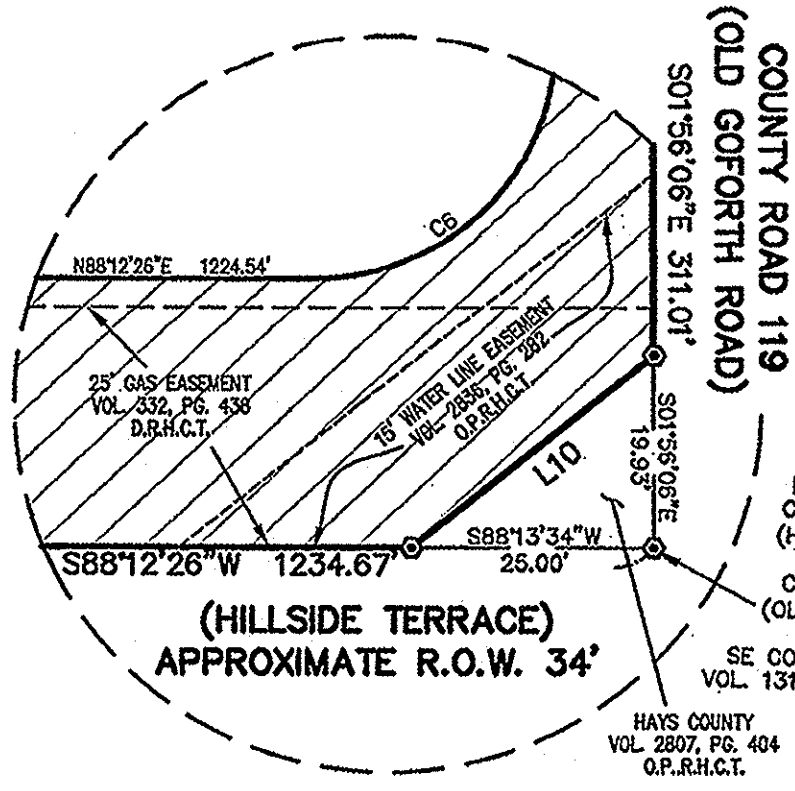
SUBDIVIDER/DEVELOPER:
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD,
BLDG. 4, SUITE 100
AUSTIN, TX. 78759
BY: JOHN HAMMOND

TOTAL AREA: 14.171 ACRES
NUMBER OF LOTS:
SINGLE FAMILY.....26.....3.865 ACRES
PEDESTRIAN PATH.....1.....0.041 ACRES
PARKS.....0.....0.000 ACRES
LANDSCAPE.....0.....0.000 ACRES
LANDSCAPE AND PUE.....0.....0.000 ACRES
DRAINAGE AND WATER QUALITY EASEMENT.....1.....7.680 ACRES
R.O.W DEDICATION.....(COUNTY ROAD 133 & 119).....0.877 ACRES
R.O.W DEDICATION.....(NEW STREETS).....1.708 ACRES
TOTAL.....28.....14.171 ACRES

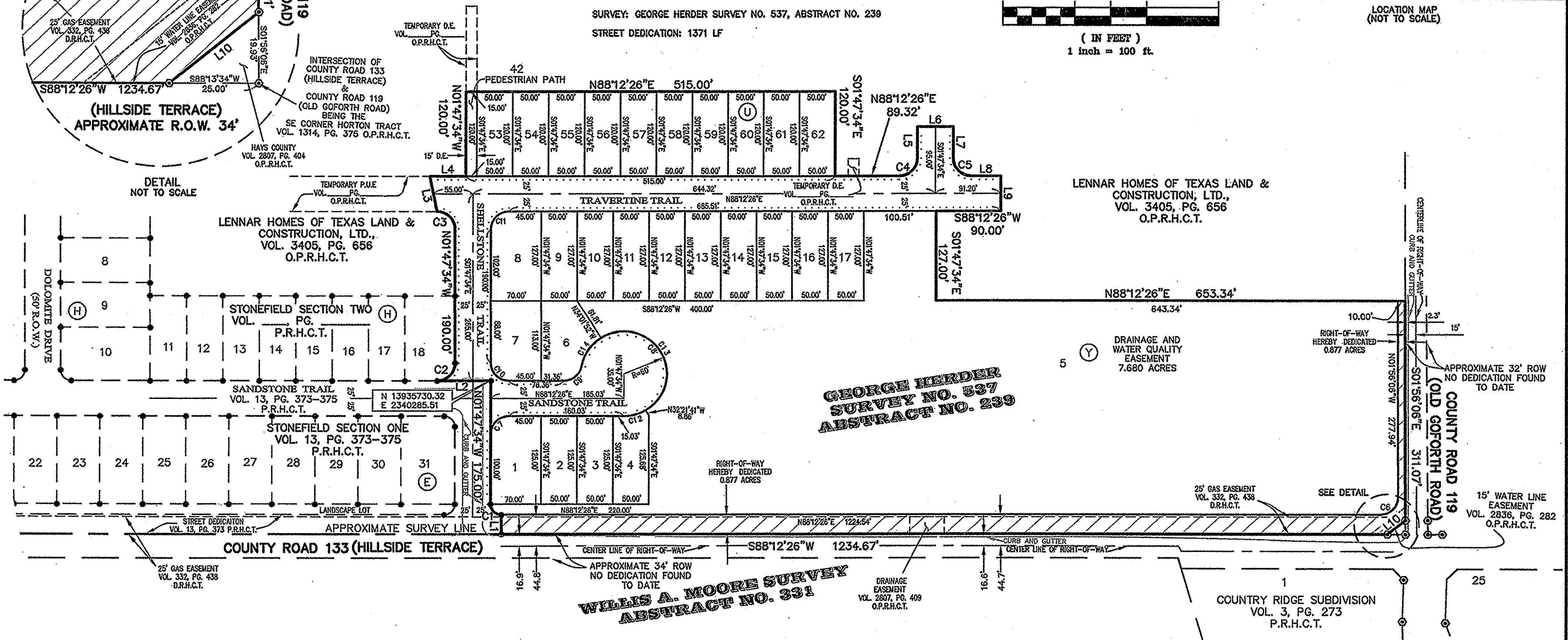
TOTAL NUMBER OF BLOCKS: 2
SURVEY: GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239
STREET DEDICATION: 1371 LF



(IN FEET)
1 inch = 100 ft.



DETAIL
NOT TO SCALE



**GEORGE HERDER
SURVEY NO. 537
ABSTRACT NO. 239**

**WILLIS A. MOORE SURVEY
ABSTRACT NO. 331**

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	15.00'	23.56'	90°00'00"	N46°47'34"W	21.21'
C2	25.00'	39.27'	90°00'00"	N43°12'26"E	35.36'
C3	25.00'	39.27'	90°00'00"	N46°47'34"W	35.36'
C4	25.00'	39.27'	90°00'00"	N43°12'26"E	35.36'
C5	25.00'	39.27'	90°00'00"	S46°47'34"E	35.36'
C6	25.00'	39.33'	90°08'32"	N43°08'10"E	35.40'
C7	25.00'	39.27'	90°00'00"	S43°12'26"W	35.36'
C8	60.00'	272.10'	259°50'09"	N41°42'38"W	92.04'
C9	25.00'	34.83'	79°50'09"	N48°17'22"E	32.08'
C10	25.00'	39.27'	90°00'00"	S46°47'34"E	35.36'
C11	25.00'	39.27'	90°00'00"	S43°12'26"W	35.36'
C12	60.00'	31.96'	30°31'01"	N72°56'56"E	31.58'
C13	60.00'	190.36'	181°46'33"	N33°11'51"W	119.99'
C14	60.00'	49.79'	47°32'35"	S32°08'35"W	48.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°47'34"W	28.00'
L2	S88°12'26"W	75.00'
L3	N13°06'09"W	50.99'
L4	N88°12'26"E	50.00'
L5	N01°47'34"W	45.00'
L6	N88°12'26"E	50.00'
L7	S01°47'34"E	45.00'
L8	N88°12'26"E	41.20'
L9	S01°47'34"E	50.00'
L10	S49°35'17"W	31.93'

LEGEND

- ⊙ 1/2" IRON ROD FOUND (UNLESS STATED)
- 1/2" IRON ROD FOUND STAMPED "CUNNINGHAM ALLEN INC. (UNLESS STATED)
- 1/2" IRON ROD W/CAP SET STAMPED "CUNNINGHAM ALLEN INC."
- PUE PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS OF HAYS COUNTY, TEXAS
- PROPOSED SIDEWALK

PRELIMINARY
FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE
CUNNINGHAM-ALLEN, INC.
DATE

SUBMITTAL DATE: -

 Engineers - Surveyors	3103 Bee Cave Road, Suite 202 Tel.: (512) 327-2946 Austin, Texas 78746-6819 Fax: (512) 327-2973	
	DATE: JULY 2009 DRAWN BY: DED	PROJECT NO.: 351.0104 SHEET 1 OF 2

S:\3510104 Drawings\3510104 final plat section 3.stonefield.dwg 1/27/2009 12:26:11 PM CST

STONEFIELD SECTION THREE

14.171 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239,
SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) SOUTH CENTRAL ZONE.

THE COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES SCALED FROM GRID (U.S. SURVEY FEET), USING A COMBINED SCALE FACTOR (CSF) OF 0.99991194 (GRID=SURFACE*CSF)

REFERENCE BENCHMARKS: (NAVD 88)

NGS MONUMENT U-1305 (STAINLESS STEEL ROD)
ELEVATION = 748.73'

NGS MONUMENT V-1305 (STAINLESS STEEL ROD)
ELEVATION = 716.57'

SITE BENCHMARKS: (NAVD 88)

#1 "L" CUT ON THE NORTHEAST CORNER OF POST OFFICE BOX SLAB, WEST SIDE OF DENISE ELLEN ST. AND +/- 70' SOUTH OF THE CL OF HILLSIDE TERRACE ST, BEING 162' +/- EAST AND 162' +/- SOUTH OF THE SOUTHWEST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 708.23'

#2 "L" CUT ON THE TOP OF CURB EAST SIDE OF OLD GOFORTH RD, +/- 9' NORTH FROM THE EXISTING CURB, BEING 50 +/- NORTH AND 64 +/- WEST OF THE SOUTHEAST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 747.02'

#3 "L" CUT ON THE TOP OF CURB, EAST SIDE OF OLD GOFORTH RD., NORTH SIDE OF SCHOOL ENTRANCE AT THE WEST END OF CURB, BEING 1083 +/- SOUTH AND 115' +/- EAST OF THE NORTHEAST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 749.95'

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF BUDA ETJ.
- NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- NO LOTS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF BUDA ZONING ORDINANCE REQUIREMENTS FOR HIGH DENSITY RESIDENTIAL.
- UTILITY SERVICE:
ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE - VERIZON
WATER - GOFORTH WSC
WASTEWATER - SOUTH BUDA WCID #1 AND CITY OF BUDA
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS AND WITHIN PEDESTRIAN PATH LOTS. THE REQUIREMENT IS 4' AND 6' FOR LOCAL AND COLLECTOR STREETS, RESPECTIVELY. 6' SIDEWALKS ARE LOCATED WITHIN THE PEDESTRIAN PATH LOTS.
- THIS SUBDIVISION IS LOCATED IN THE PLUM CREEK WATERSHED AND IS SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF THE BUDA WATER QUALITY PROTECTION ORDINANCE.
- A 15' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL AND ADJACENT TO ALL STREET RIGHT OF WAY LINES.
- LOT 42 BLOCK U IS A PEDESTRIAN PATH LOT. THE HOMEOWNERS' ASSOCIATION WILL OWN AND MAINTAIN THIS LOT.
- A SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO DEVELOPMENT ON ANY NONRESIDENTIAL LOT.
- THE OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT SHOWN HEREON AND NOT PROHIBIT ACCESS TO THE EASEMENT AS MAY BE NECESSARY FOR MAINTENANCE AND/OR INSPECTIONS BY THE CITY OF BUDA.
- ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY SOUTH BUDA WCID#1.
- ACCESS TO LOT 5, BLOCK Y (DRAINAGE AND WATER QUALITY EASEMENT) FROM THE SIDE OR REAR OF ANY ADJACENT LOT IS EXPRESSLY PROHIBITED. ACCESS TO THIS LOT MAY ONLY BE PROVIDED THROUGH AN APPROVED DEDICATED PUBLIC STREET OR ACCESS EASEMENT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE SOUTH BUDA WCID#1.

STATE OF TEXAS:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER OF 139.56 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, HAYS COUNTY, TEXAS AS CONVEYED BY DEED DATED MAY 30, 2008, AND RECORDED IN VOLUME 3405, PAGE 656 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 14.171 ACRES OF LAND TO BE KNOWN AS

"STONEFIELD SECTION THREE"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT, JOHN HAMMOND, THEREUNTO DULY AUTHORIZED,

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: _____
JOHN HAMMOND
VICE PRESIDENT

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN HAMMOND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

CITY CERTIFICATION:

THIS PLAT, STONEFIELD SECTION THREE, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF _____, 20____, A.D.

SECRETARY

ENGINEER'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, RUBEN LOPEZ, JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN ACCORDING TO THE DATA FROM THE FEDERAL INSURANCE ADMINISTRATION FIRM PANEL NO. 48209C0290 F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.

Ruben Lopez Jr.
RUBEN LOPEZ, JR., P.E. 93745
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX 78746
PHONE: 512-327-2946
FAX: 512-327-2973
TBPE REG # F-284



SURVEYOR'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

MIGUEL A. ESCOBAR, R.P.L.S. 5630
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX 78746
PHONE: 512-327-2946
FAX: 512-327-2973

PRELIMINARY
FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE
CUNNINGHAM-ALLEN, INC.
9-29-09

STATE OF TEXAS:
COUNTY OF HAYS:

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 200____, A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LINDA FRITSCH, COUNTY CLERK
HAYS COUNTY, TEXAS

SUBMITTAL DATE: -

 Cunningham Allen Engineers • Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819		Tel.: (512) 327-2946 Fax: (512) 327-2973	
	DATE: JULY 2009	PROJECT NO.: 351.0104		
DRAWN BY: DED	SHEET 2 OF 2			



City Council Agenda Item Report

October 07, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Deliberation and possible action on the Final Plat of Stonefield Subdivision, Section 4, consisting of 9.350 acres of land located northwest of the corner of Hillside Terrace and Old Goforth Road.

1. BACKGROUND/HISTORY

The Council will be considering a revised preliminary plan for Stonefield at their October 7, 2009 regular meeting. This is the fourth section to be platted in this subdivision.

2. FINDINGS/CURRENT ACTIVITY

This final plat consists of 47 single family lots, one (1) pedestrian path and PUE lot and one (1) landscape lot. Access to this section will be provided through the extension of Travertine Trail from the adjacent Section 3 and the creation of a new street, Jasper Trail. Water service is being provided by Goforth. Wastewater service is being provided by South Buda WCID #1. The City of Buda will be responsible for maintenance of the wastewater facilities pursuant to the WCID agreement.

3. FINANCIAL IMPACT

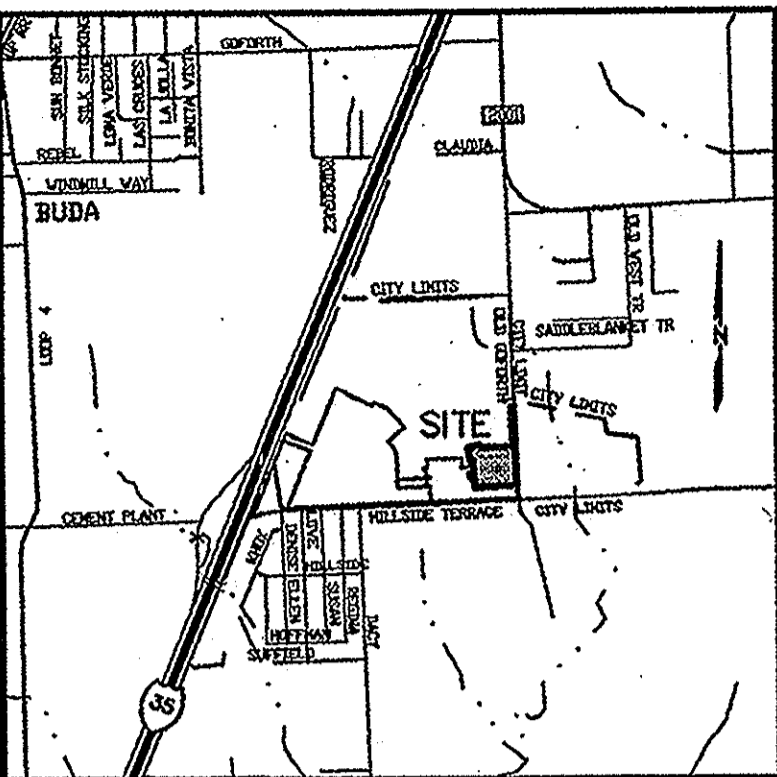
N/A

4. ACTION OPTIONS/RECOMMENDATION

Full size copies of the final plat have been included in your packet. All staff review comments have been adequately addressed. Staff recommends approval of this final plat and the P&Z unanimously recommended approval on September 22, 2009.

STONEFIELD SECTION FOUR

9.350 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239,
SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS



LOCATION MAP
(NOT TO SCALE)



(IN FEET)
1 inch = 100 ft.

SOUTHWESTERN BELL
TELEPHONE COMPANY
VOL. 124, PG. 258
D.R.H.C.T.

TOTAL AREA: 9.350 ACRES

NUMBER OF LOTS:		
SINGLE FAMILY	47	6.754 ACRES
PEDESTRIAN PATH	0	0.000 ACRES
PEDESTRIAN PATH & P.U.E.	0	0.046 ACRES
PARKS	0	0.000 ACRES
LANDSCAPE	0	0.480 ACRES
LANDSCAPE AND PUE	0	0.000 ACRES
DRAINAGE AND WATER QUALITY EASEMENT	0	0.000 ACRES
R.O.W. DEDICATION: (COUNTY ROAD 119)	0	0.240 ACRES
R.O.W. DEDICATION: (NEW STREETS)	0	1.830 ACRES
TOTAL	49	9.350 ACRES

TOTAL NUMBER OF BLOCKS: 2

SURVEY: GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239

STREET DEDICATION: 1493 LF

LEGEND

- ⊙ 1/2" IRON ROD FOUND (UNLESS STATED)
- 1/2" IRON ROD FOUND STAMPED "CUNNINGHAM ALLEN INC. (UNLESS STATED)
- 1/2" IRON ROD W/CAP SET STAMPED "CUNNINGHAM ALLEN INC."
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- WE WASTEWATER EASEMENT
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS OF HAYS COUNTY, TEXAS
- PROPOSED SIDEWALK

OWNER: LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 100
AUSTIN, TX. 78759

ENGINEER: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

SURVEYOR: CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746

PLANNER: TGB, INC.
3050 POST OAK BLVD.
HOUSTON, TX. 77056

SUBDIVIDER/DEVELOPER:
LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD.
12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 450
AUSTIN, TX. 78759
BY: JOHN HAMMOND

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	475.00'	209.43'	25°15'51"	N14°25'29"W	207.76'
C2	25.00'	39.27'	90°00'00"	N48°47'34"W	35.36'
C3	500.00'	80.81'	9°15'37"	N08°26'22"W	80.72'
C4	500.00'	139.66'	16°00'14"	N19°03'18"W	139.21'
C5	300.00'	48.49'	9°15'37"	S83°34'38"W	48.43'
C6	525.00'	98.85'	10°47'17"	N21°39'46"W	98.70'
C7	25.00'	36.99'	84°47'03"	N59°39'39"W	33.71'
C8	325.00'	52.53'	9°15'37"	S83°34'38"W	52.47'
C9	25.00'	21.03'	48°11'23"	S64°06'45"W	20.41'
C10	50.00'	162.52'	186°14'14"	N46°51'50"W	99.85'
C11	25.00'	21.03'	48°11'23"	N22°09'38"E	20.41'
C12	25.00'	21.03'	48°11'23"	N26°01'47"W	20.41'
C13	50.00'	162.77'	186°31'18"	N43°08'10"E	99.84'
C14	25.00'	21.03'	48°11'23"	S87°41'52"E	20.41'
C15	525.00'	37.06'	4°02'40"	N03°48'54"W	37.05'
C16	25.00'	36.99'	84°47'09"	N36°33'21"E	33.71'
C17	275.00'	44.45'	9°15'37"	N83°34'38"E	44.40'
C18	25.00'	39.21'	89°51'28"	S46°51'50"E	35.31'
C19	25.00'	39.33'	90°08'32"	S43°08'10"W	35.40'
C20	525.00'	55.08'	6°00'33"	N24°03'08"W	55.04'
C21	525.00'	43.79'	4°46'43"	N18°39'30"W	43.77'
C22	50.00'	10.05'	11°31'01"	S43°46'34"W	10.03'
C23	50.00'	22.08'	25°17'49"	S64°10'59"W	21.90'
C24	50.00'	35.00'	40°06'25"	N83°06'53"W	34.29'
C25	50.00'	35.00'	40°06'25"	N43°00'28"W	34.29'
C26	50.00'	35.00'	40°06'25"	N02°54'03"W	34.29'
C27	50.00'	25.40'	29°08'07"	N31°42'14"E	25.12'
C28	25.00'	2.25'	5°10'02"	S04°31'08"E	2.25'
C29	25.00'	18.77'	43°01'21"	S28°36'48"E	18.33'
C30	50.00'	33.36'	38°13'38"	N31°00'40"W	32.74'
C31	50.00'	35.00'	40°06'25"	N08°09'22"E	34.29'
C32	50.00'	35.00'	40°06'25"	N48°15'47"E	34.29'
C33	50.00'	47.03'	53°53'38"	S84°44'11"E	45.32'
C34	50.00'	12.38'	14°11'12"	S50°41'47"E	12.35'
C35	525.00'	1.55'	0°10'10"	N01°52'39"W	1.55'
C36	525.00'	35.61'	3°52'30"	N03°53'59"W	35.50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°03'54"E	30.00'
L2	N88°12'26"E	90.00'
L3	N01°47'34"W	50.00'
L4	S88°12'26"W	41.20'
L5	N01°47'34"W	45.00'
L6	S88°12'26"W	50.00'

LENNAR HOMES OF TEXAS LAND &
CONSTRUCTION, LTD.,
VOL. 3405, PG. 656
O.P.R.H.C.T.

LENNAR HOMES OF TEXAS LAND &
CONSTRUCTION, LTD.,
VOL. 3405, PG. 656
O.P.R.H.C.T.

STONEFIELD SECTION THREE
VOL. _____ PG. _____
P.R.H.C.T.

DRAINAGE AND
WATER QUALITY
EASEMENT

**GEORGE HERDER
SURVEY NO. 537
ABSTRACT NO. 239**

PRELIMINARY
FOR REVIEW ONLY
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FOR ANY PURPOSE
CUNNINGHAM-ALLEN, INC.
DATE 08-11-09

SUBMITTAL DATE: -

 Engineers - Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819	Tel.: (512) 327-2946 Fax: (512) 327-2973
	DATE: JULY 2009 DRAWN BY: DED	PROJECT NO.: 351.0104 SHEET 1 OF 2

STONEFIELD SECTION FOUR

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- LOT 41 BLOCK Y IS A PEDESTRIAN PATH LOT. THE HOMEOWNERS' ASSOCIATION WILL OWN AND MAINTAIN THIS LOT.
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STATE OF TEXAS:
COUNTY OF _____

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BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: _____
JOHN HAMMOND
VICE PRESIDENT

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN HAMMOND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

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DATED THIS _____ DAY OF _____, 20____, A.D.

SECRETARY

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RUBEN LOPEZ, JR., P.E. 93745
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
PHONE: 512-327-2946
FAX: 512-327-2973
TBPE REG# F-284



SURVEYOR'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

MIGUEL A. ESCOBAR, R.P.L.S. 5630
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
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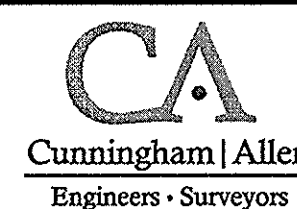
I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 200____, A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____, PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LINDA FRITSCH, COUNTY CLERK
HAYS COUNTY, TEXAS

SUBMITTAL DATE: -



3103 Bee Cave Road, Suite 202 Tel.: (512) 327-2946
Austin, Texas 78746-6819 Fax: (512) 327-2973

DATE: JULY 2009 PROJECT NO.: 351.0104
DRAWN BY: DEB SHEET 2 OF 2



City Council Agenda Item Report

October 7, 2009

Agenda Item

Contact – Ed Theriot, City Planner
512-312-0084 / ed@etrdevcon.com

SUBJECT: Discussion and possible direction to staff regarding a request by Clear Wireless, LLC for a Tower License Agreement to allow the placement of an a wireless communications system on the City of Buda water tower located at 500 S. Loop 4 in Buda, Texas.

1. BACKGROUND/HISTORY

Clear Wireless, LLC has requested permission to place a wireless communications system on the City water tower located at 500 S. Loop 4. The system will consist of three antenna arrays attached to the existing tower catwalk (see attached pictures) and the installation of a 4' high control box at the base of the tower.

Clear Wireless is proposing the approval of a Cell Tower License Agreement that would provide for a six year lease of the water tower facility.

2. FINDINGS/CURRENT ACTIVITY

The City of Buda currently has Lease Agreements with one other wireless communication company on the Loop 4 water tower. This agreement is consistent with the terms of the other agreement.

3. FINANCIAL IMPACT

The proposed lease specifies six annual payments to the City of Buda as follows:

1 st year	\$13,800
2 nd year	\$14,130
3 rd year	\$14,470
4 th year	\$14,820
5 th year	\$15,180
6 th year	\$15,552

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends that the City Council discuss the item and consider action on the requested lease agreement.

The City Council reviewed this item on August 18th and requested additional information related to the following:

1. Is Clear Wireless LLC a direct service provider or does the company provide antennas for other service providers? Please describe the business operations of Clear Wireless LLC in detail.

Clearwire Communications provides direct broadband high-speed internet service to consumers and businesses. Clear Wireless is a direct service provider offering 4G wireless services for consumers and businesses at speeds much faster than any other services provider. Specifically; wireless mobile broadband, which includes internet, email and voice over IP services. See attached company overview.

2. What will be the direct benefit to the citizens of Buda? Will this communications system improve service to people in the Buda area? If so, in what capacity?

Type of service is subscription based, and a competitor to cable modem, DSL, and existing mobile broadband systems.

3. The City of Buda currently has several antennas on the tower for our Itron meter reading system. Please provide a study that determines if any interference with this system will occur?

No harmful interference is predicted as a result of Clearwire's proposed collocation affecting existing carriers on this structure as per Waterford Consultants study dated 9/23/09.

4. Please provide an engineering study that identifies how many systems are currently located on the tower, and how much space will there be for future systems if the Council decides to approve your request.

There are currently 10 antennas belonging to three separate systems on the water tower. Structural capacity is currently available for six additional providers as per C. Faulkner Engineering Structural Assessment dated 9/224/09.

**CITY OF BUDA CELL TOWER LICENSE AGREEMENT WITH
Clear Wireless, LLC**

This License is for Clear Wireless LLC, a Nevada limited liability company, (hereinafter referred to as **LICENSEE**) and given by the **CITY OF BUDA, TEXAS**, a Texas Municipal Corporation, acting by and through its City Manager (hereinafter referred to as **CITY**), and

WITNESSETH:

WHEREAS, LICENSEE is requesting a license from the **CITY OF BUDA** for wireless communication services; and

WHEREAS, the CITY is the owner of a property which may be utilized by private wireless telecommunications providers to erect communication towers; and

WHEREAS, it is the CITY'S, goal to minimize the proliferation of telecommunications towers throughout the **CITY** by promoting the co-location of multiple providers on a single tower; and

WHEREAS, the CITY intends to balance its desire to accommodate the telecommunications market by providing tower sites with its desire to protect public interests; and

WHEREAS, a uniform structure is incorporated into this License in order to promote co-location and insure that all providers are treated the same.

NOW THEREFORE THE ABOVE PARTIES AGREE TO THE FOLLOWING:

I.

DEMISE, DESCRIPTION, AND USE

1.01 The **CITY** is the owner of the following described real property lying and being situated in the County of Hays, and State of Texas: 500 S Main St. City of Buda, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, (hereinafter referred to as the "**PREMISES**").

1.02 Ownership of said property lies with the **CITY OF BUDA** and the **CITY** hereby agrees to a license to operate a wireless communication system on the **CITY'S WATER TANK** to **LICENSEE** in accordance with the provisions of this license agreement.

1.03 A wireless telecommunications provider that has obtained a **CITY** license is hereinafter referred to as "**PROVIDER.**"

1.04 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the location of the **CITY'S WATER TANK** and related improvements and is hereinafter referred to as the "**COMMON TOWER AREA.**"

1.05 A portion of the **PREMISES** is illustrated on Exhibit "A" showing the location of electrical and telephone lines serving the **COMMON TOWER AREA** and is hereinafter referred to as the "**COMMON UTILITY AREA.**"

1.06 The **CITY** hereby grants a license to **LICENSEE** for the placement of wireless communications equipment on the **CITY'S WATER TANK** for the construction, operation, control and maintenance of a wireless telecommunications facility (e.g. generator and related improvements on the City owned tower); and the non-exclusive use of the **COMMON TOWER AREA** for the construction, operation, control and maintenance of a wireless communications equipment and related improvements.

1.07 **Co-location by CITY.** The **CITY** shall maintain space on the **CITY'S WATER TANK**, placement of which will not interfere with **LICENSEE'S** operations therein.

II.

ACCEPTANCE AND CONDITION OF Clearwire US LLC, a Nevada limited liability company **'S LICENSE**

2.01 **LICENSEE** shall have the opportunity to examine the license allowance for space on the **CITY'S WATER TANK** and the **COMMON TOWER AREA** and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. However, such waiver of claims for damages is limited to damages resulting from an inherent danger or condition which the **LICENSEE** knew or should have known of by virtue of the inspection of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**. The non-exclusive possession of the **COMMON TOWER AREA** shall be conclusive evidence of the **LICENSEE'S** acceptance thereof in good order and satisfactory condition, and the **LICENSEE** hereby accepts the license allowance of **SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** in its present **AS IS, WHERE IS, WITH ALL FAULTS IN IT'S CURRENT CONDITION FORM**, as suitable for their commercial purpose.

2.02 **LICENSEE** agrees that no representations, respecting the condition of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**, and no promises to decorate, alter, repair, or improve the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**, either before or after the execution hereof, have been made by the **CITY** or its agents to the **LICENSEE** unless the same are contained herein or made a part hereof by specific reference herein.

III. ACCESS

3.01 **LICENSEE** shall use the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** and any **CITY** facilities to which it is given access under this License with the same degree of care as it accords to its own properties, and insure that its equipment and use thereof shall not alter, damage or otherwise impair the usefulness of any such property, excepting for normal wear and tear, and shall in no way interfere with the operations of **CITY'S** property.

3.02 **LICENSEE** shall have access at all times 24 hours per day, 7 days per week, to the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** during the term of this License. The **CITY** shall make available to **LICENSEE** at all times the necessary arrangements required to gain access. Additionally, upon authorization by **LICENSEE**, its engineers, employees, contractors, or agents of **LICENSEE**, Federal Communications Commission representatives or person under their supervision shall be permitted to enter the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** at reasonable times for purposes of servicing equipment or other business related matters, with signing-in required of such parties.

3.04 Except when escorted by a designated **CITY** representative, the **LICENSEE'S** personnel are required to notify the City Engineer prior to or immediately upon entering any secured **CITY** facility.

3.05 Except for subcontractors which the **CITY** has approved, subcontractors used by the **LICENSEE** shall at all times be escorted by a **LICENSEE** representative when on a secured **CITY** facility. Keys, lock combinations, magnetic access cards or other access control devices to the **CITY** properties that are issued to the **LICENSEE** shall not be loaned to subcontractor personnel.

3.06 While on the **CITY** premises, **LICENSEE'S** personnel must wear a suitable photo ID badge, to be provided by the **LICENSEE** that includes a nominal 1/2" square personal photo, unique logo and labeling that identifies the **LICENSEE** and the employee by name, and a telephone number where confirmation of employment may be readily confirmed.

3.07 **LICENSEE** shall at all times assure that the **CITY** has a current list of all of its personnel who are authorized to be on the **PREMISES** on its behalf. The **CITY** shall be notified to immediately remove the name of any employee subject to disciplinary probation or termination, and shall be notified of additional personnel to be added to this list. **CITY** shall have the right to exclude any employee, agent or representative of the **LICENSEE** from **CITY** property, for reasonable cause, if deemed by the **CITY** to be necessary for the proper security of its facilities, the safety of its employees, or the enforcement of this license agreement.

3.08 **LICENSEE** shall park its maintenance truck, or any other vehicle owned by **LICENSEE**, in a designated parking area as approved by the **CITY**. **CITY** shall have the final authority to determine parking locations. In no event, shall **LICENSEE** interfere with the operations of the **CITY**.

IV. TERM AND OPTION TO EXTEND

4.01 The **CITY** hereby grants a license to **LICENSEE** for space on the **CITY'S WATER TANK** and the non-exclusive use of the **COMMON TOWER AREA**; for the operation of a wireless telecommunications facility, and uses normally incident thereto, for a term of 6 Years, commencing on the date of execution and ending 11/15/2009 to 11/15/2015 thereafter subject to the termination provisions in Section 4.05 and 4.06.

4.02 An extension shall be requested by **LICENSEE'S** by delivering to the **CITY** in person or by the United States mail, at any time on or before ninety (90) days prior to the expiration date of the initial Six (6) year term of this License, written notice of its election to extend the term.

4.03 **Holding Over.** In the event the **LICENSEE** does not extend the initial Six (6) year term of this License as provided herein, and **LICENSEE** holds over beyond the expiration of the term hereof, **LICENSEE** shall be on a month-to-month license at rate which is 1.5 X the then current rate per month, payable on first day of each and every month thereafter, until the license is terminated in the manner provided by this License or by law.

4.04 The right is expressly reserved to the **CITY** to temporarily suspend this License in case of an emergency.

4.05 Further, in accordance with the current **CITY OF BUDA** City Ordinances, the Council may terminate this License in the event the use of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** shall have been found to be a nuisance. In the event of termination by City Council, the **CITY** shall give the **LICENSEE** notice in writing at least ninety (90) days prior to the termination date, except in cases of emergency.

4.06 **LICENSEE** may cancel this License by giving ninety (90) days written notice to the **CITY**.

4.07 Upon termination of this License by either the **CITY** or the **LICENSEE**, or by operation of law, the **LICENSEE** agrees to restore the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** to its condition prior to the commencement of this License, except for reasonable wear and tear. **LICENSEE** also agrees to remove any improvements, including, but not limited to any buildings or antennas installed by the **LICENSEE**, if removal is requested by the **CITY**.

**V.
LICENSE RATE STRUCTURE**

5.01 **LICENSEE** agrees to pay the **CITY** at the Office of the City Secretary, the rates for the term of years as provided for space on the **CITY'S WATER TANK** and the non-exclusive use of the **COMMON TOWER AREA**:

1 st year	\$13,800
2 nd year	\$14,130
3 rd year	\$14,470
4 th year	\$14,820
5 th year	\$15,180
6 th year	\$15,552

In consideration for this License, **LICENSEE** shall tender to the **CITY** at the office of the City Manager City of Buda, P.O. Box 1218, 121 Main Street, Buda, TX 78610 a monthly payment of the yearly rate as set out in Section 5.01 above no later than the 5th day of each month.

5.02 **Effect of Default.** If the **LICENSEE** defaults in the payment of any monthly installment of the yearly rate hereunder, such installment shall bear interest at the highest rate allowed by Texas law at the time of default, from the date it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to the **CITY** from the **LICENSEE** under the terms hereof, or which are paid by the **CITY** because of **LICENSEE'S** default hereunder, shall bear interest at the highest rate allowed by Texas law, from the date due until paid, or in the case of sums paid by the **CITY**, because of the **LICENSEE'S** default hereunder, from the date such payments are made by the **CITY** until the date the **CITY** is reimbursed by **LICENSEE** therefor. **CITY**, in its sole discretion, may waive any interest.

5.03 **Processing Fee.** Prior to erecting communication equipment or antennas, **LICENSEE** agrees to satisfy a processing fee of Two Thousand Five Hundred and no/100 dollars (\$2,500.00).

VI.
CO-LOCATION, TOWER EXTENSION COSTS

6.01 **CITY**, in its sole discretion, has the authority to determine whether a **CITY** owned property is suitable for a wireless telecommunications tower or antenna. **CITY** will identify possible sites through a Site Selection process. Sites identified by the **CITY** through its Site Selection process do not preclude the **CITY** from approving additional **CITY** owned sites suggested by a **PROVIDER**. However, each time an additional site is approved; all locally licensed wireless telecommunications **PROVIDERS** will be notified and given the opportunity to co-locate on that site.

6.02 All Licensees who license space on the **CITY'S WATER TANK** shall abide by the requirements set by the **CITY** related to the use of tower space through all applicable City Ordinances, including Zoning rules and regulations, Unified Development Code rules, Building Code rules and regulations, and all other City, State and Federal laws, rules and policies, including, but not limited to, those described in this License.

VII.
INTERFERENCE

7.01 **LICENSEE** agrees that its equipment on the **CITY'S WATER TANK** and the **COMMON TOWER AREA** and the operation thereof will not cause any harmful interference, electromagnetic or otherwise, to the useful operation of the **CITY'S** fire, police and emergency services equipment and/or any communications equipment.

7.02 Should the **CITY** determine that the **LICENSEE'S** operation is causing such harmful interference, it shall notify the **LICENSEE**, and after receipt of such notice, **LICENSEE** will be given a reasonable period of time, at least thirty (30) days, to correct such harmful interference or remove the equipment which is causing such interference. However, if such interference creates an emergency situation, as determined by the **CITY**, then the thirty (30) day period does not apply, and the provider shall rectify the problem immediately, or cease operations on that tower until the problem is rectified. Costs of reducing such interference shall be borne by the **LICENSEE**.

VIII.
UTILITIES

8.01 **LICENSEE** shall maintain separate utility meters or sub-meters on the **PREMISES**. **LICENSEE** shall, during the term hereof, pay all charges for telephone, gas, electricity, water or any other power or utilities used by it for or on **LICENSEE'S LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** before they shall become delinquent and shall hold the **CITY** harmless from any liability therefore.

8.02 The **CITY** licenses to **LICENSEE** the non-exclusive use of the **COMMON UTILITY**

City of Buda Cell Tower License Agreement With Clear Wireless LLC

AREA for the construction, operation, control and maintenance of electrical and telephone lines to service the **COMMON TOWER AREA**.

**IX.
INSURANCE**

9.01 **LICENSEE** agrees to secure, prior to commencing any activities under this License, and to maintain, with respect to the **LICENSED SPACE ON THE CITY’S WATER TANK** from the execution date of this License and for the duration of this License and for the duration of this License and any extensions thereof, insurance, with companies admitted to do business in the State of Texas, in the following types and amounts to cover the indemnity provision as described in Article XI of this License.

	<u>Type</u>	<u>Amount</u>
A.	Workers Compensation and Employer’s Liability	Statutory - \$500,000.00 each Occurrence
B.	Commercial General Liability to include coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractors (3) Products/Completed Operations (4) Personal Injury (5) Contractual Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000.00 per occurrence (or its equivalent)
C.	As applicable, if requested by City’s Risk Manager: Business Automobile Liability Insurance to include coverage for: (1) Owned/Leased Automobiles (2) Non-owned Automobiles (3) Hired Automobiles	Combined Single Limit for Bodily Injury and Property Damage: \$500,000.00 or its equivalent
D.	Property Insurance for physical damage to the property of a LICENSEE , including improvements and betterments of LICENSED SPACE ON CITY’S CELL TOWER and the COMMON TOWER AREA	Coverage for a minimum of one hundred percent (100%) of the replacement cost

E. **LICENSEE** may choose to provide Self-Insurance for C. and D. above only if **LICENSEE** provides a certification, executed by its authorized officer, and has a financial worth and provable assets sufficient to meet Self-Insurance standards which will be available to cover the indemnity provisions as described in Article XI in this License Agreement. The Self-Insurance certification is subject to the approval of City Manager. If approved, the **LICENSEE** agrees to maintain its financial worth and provable assets to sufficiently cover the applicable insurance and indemnity provisions.

9.02 **LICENSEE** further agrees that with respect to the above required insurances, the **CITY** shall:

- A. Be named as an additional insured on General Liability coverage.
- B. Be provided with a Waiver of Subrogation, but only as it pertains to Workers' Compensation and Employers' Liability.
- C. Be provided with thirty (30) days advance notice, in writing, of cancellation of material change.
- D. Be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of this License and thereafter, with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of such policy. Said notices and Certificates of Insurance shall be provided to:
 - (1) City Secretary of the CITY OF BUDA, and
 - (2) City Manager of the CITY OF BUDA, and
 - (3) City Engineer of the CITY OF BUDA.

9.03 Any alternate plan for Employer's Liability must be approved in advance by the City Manager.

9.04 The City Manager is hereby authorized to reduce or increase the requirements set forth above in the event he or she determines that such reduction or increase is in the **CITY'S** best interest.

9.05 **LICENSEE** further agrees that with respect to the above required insurance, each insurance policy required by this License shall contain the following clauses:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' written notice has been given to:

City Manager, City of Buda

City of Buda Cell Tower License Agreement With Clear Wireless LLC

P.O. Box 1218
121 Main Street
Buda, TX 78610

and

- (a) City Secretary, City of Buda
P.O. Box 1218
121 Main Street
Buda, TX 78610

"It is agreed that the insurance provided by **LICENSEE** is primary to any insurance or self-insurance maintained by the City of Buda."

**X.
INDEMNITY**

10.01 LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this LICENSE, including any acts or omissions of LICENSEE, and any respective agent, officer, director, representative, employee, consultant or sublessor of LICENSEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this LICENSE, all without, however, waiving any governmental immunity available to the city under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity. LICENSEE shall promptly advise the city in writing of any claim or demand against the CITY or LICENSEE known to the LICENSEE related to or arising out of LICENSEE'S activities under this LICENSE and shall see to the investigation and defense of such claim or demand at LICENSEE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LICENSEE of any of its obligations under this paragraph.

XI.

MAINTENANCE AND SAFETY

11.01 **LICENSEE** shall not commit, or suffer to be committed, any waste on the **PREMISES**, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** or use the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** for any unlawful purpose and, **LICENSEE** shall, at all times, keep the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** neat, clean, and clear of any potential safety hazards and unused equipment.

11.02 **LICENSEE** shall prominently post easily readable signs on the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** advising of any hazard(s) which may be common, known, or that the provider should be aware of through the exercise of ordinary diligence, to the operation of the equipment located on said **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**.

11.03 **LICENSEE** shall have a reasonable time, not to exceed ten (10) days after **CITY** mails notice to the **LICENSEE**, to correct any safety hazard that exists on the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** after receipt of notice from any appropriate **CITY** official. Failure to comply with this provision may result in termination of this License, however, the **CITY** will extend such time period if good faith efforts are being made by the **LICENSEE**, to the **CITY'S** satisfaction, to correct said hazard.

11.04 **LICENSEE** will make all arrangements for installation of any control lines, or other equipment as may be required for the operation of its radio equipment. If, under the terms of this License, power is not specifically included in the license, **LICENSEE** shall arrange for and bear the cost of the installation and use of power facilities using space provided by the **CITY** for the power meter.

11.05 **LICENSEE** will, at the termination of this License, return the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** to the **CITY** in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

11.06 **LICENSEE** agrees that the **CITY** shall not be liable for any theft, damages, or destruction of signs, goods, and/or other property of the **LICENSEE** both during the initial term and any extended terms of this License and as so left on the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** after the **LICENSEE** vacates the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**. If said signs, goods, and/or other property placed by the **LICENSEE** upon the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** are not removed by it within thirty (30) days after the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** are vacated, then the **CITY** may remove and sale at public sale the same without further notice or liability therefore
City of Buda Cell Tower License Agreement With Clear Wireless LLC

to the **LICENSEE**.

XII. ABATEMENTS

12.01 It is understood and agreed that the **CITY** is not an insurer, and that the rates herein provided is based solely on the value of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** provided in this License. If the **LICENSEE'S** use of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** is interrupted due to acts of God, the rates for the period during which use is interrupted shall abate, and the **CITY** shall have no other liability beyond the payment abatement.

XIII. ASSIGNMENT AND SUBLET

13.01 **LICENSEE** shall not transfer or assign this License or any of the privileges associated with this License without having first obtained the prior written consent of the **CITY** which may be given only by or pursuant to an ordinance enacted by the City Council of Buda, Texas, provided, however, that the foregoing shall not apply to and shall not prevent the assignment of this License to **LICENSEE'S** affiliate or to any corporation with which the **LICENSEE** may merge or consolidate or which may succeed to a controlling interest in the business of the **LICENSEE**. Notwithstanding the foregoing and for so long as any pledge or collateral assignment of the **LICENSEE'S** interest in the License shall be by instrument substantially in such form as shall have previously been approved by the City Council, the consent of the **CITY** to such pledge or collateral assignment may be given by the **CITY** acting by and through the City Manager.

XIV. IMPROVEMENTS AND REPAIRS

14.01 **LICENSEE** shall not construct any material improvements or structures on the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** not otherwise allowed under the terms of this License, nor shall **LICENSEE** make any material alterations to said **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**, other than repairs in the ordinary course of business without the prior written approval of the **CITY** as evidenced by the passage of an ordinance, if necessary, and any and all other necessary departments and agencies of the **CITY**, which approval shall not be unreasonably withheld.

14.02 **LICENSEE** covenants that it shall not bind, or attempt to bind, the **CITY** for the payment of any money in connection with the repair, alteration, addition, or reconstruction in, on, or about the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**. Further, the **LICENSEE** agrees to remove, within thirty (30) days after filing, by payment or provisions for bonding any mechanic's or materialman's liens filed against the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** and to indemnify **CITY** in connection with

such liens to the extent of any damages, expenses, attorney's fees, or court costs incurred by **CITY**.

**XV.
PERMITS, TAXES, AND LICENSES**

15.01 **LICENSEE** shall pay, on or before its respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the **LICENSED SPACE ON CITY'S WATER TANK**, or upon **LICENSEE**, or upon the business conducted by the Licensee on the **LICENSED SPACE ON CITY'S WATER TANK**, or upon any of the **LICENSEE'S** property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the **LICENSEE**. Failure to comply with the foregoing provision shall constitute grounds for termination of this License by the **CITY**, however, the **LICENSEE** reserves the right to contest the tax, if such contest occurs, **LICENSEE** agrees to post a bond in **CITY'S** favor in the amount of said taxes contested, including the amount of all penalties and interest due or to be due during the period of such contest.

**XVI.
DEFAULT AND REMEDIES**

16.01 The following events shall be deemed to be event of default by the **LICENSEE** under this License:

- A. **LICENSEE** shall fail to pay monthly installments for the yearly rate as provided for in this License and such failure shall continue for a period of ten (10) days following receipt of written notice of failure to pay any monthly installment of the yearly rate when due and owing.
- B. Except for the correction of safety hazards as provided in Section 11.03 and of interference as provided in Section 7.02 hereinbefore, **LICENSEE** shall fail to comply with any material term, as reasonably determined by the **CITY**, provision or covenant of this License, other than the rate payment, and shall not cure such failure within thirty (30) days after written notice thereof to the **LICENSEE**.
- C. The taking by a court of competent jurisdiction of the **LICENSEE** and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act.

16.02 Upon the occurrence of an event of default as heretofore provided, **CITY** may, as its option, declare this License, and all rights and interest created by it, terminated. Upon **CITY** electing to terminate, this License shall cease and come to an end as if that were the day originally fixed herein

City of Buda Cell Tower License Agreement With Clear Wireless LLC

for the expiration of the term hereof; or the **CITY**, its employees, representatives, agents, or attorney may, at its option, resume possession of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** and license the same for the remainder of the term, whether initial or an extended term, for the best rate the **CITY**, its, employees, representatives, agents, or attorney may obtain for the license of the **LICENSEE** without relieving the **LICENSEE** of any liability hereunder as to rates still due and owing in this License, or any extension thereof, as applicable. **LICENSEE** shall make good any deficiency.

16.03 Any termination of this License, as herein provided, except under Article IV, Section 4.06, shall not relieve the **LICENSEE** from the payment of such sum or sums that shall then be due and payable or become due and payable to the **CITY** hereunder, or any claim for damages then or theretofore accruing against the **LICENSEE** hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from the **LICENSEE** for any default hereunder. All rights, options, and remedies of the **CITY** contained in this License shall be cumulative of the other, and **CITY** shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this License. No waiver by the **CITY** of a breach of any of the covenants, conditions, or restrictions of this License shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any covenant, condition, or restriction herein contained.

16.04 Upon any such expiration or termination of this License, **LICENSEE** shall quit and peacefully surrender the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** to the **CITY** within a reasonable period of time, and **CITY**, upon or at any reasonable time after such expiration or termination may, without further notice, enter upon and re-enter the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** and possess and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, any may dispossess **LICENSEE** and remove the **LICENSEE** and all other persons and property, including all signs, furniture, trade fixtures, and other property which may be disputed as to its status as fixtures, from the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA**, and such action by the **CITY** shall not constitute the **CITY'S** acceptance of abandonment and surrender of the **LICENSED SPACE ON CITY'S WATER TANK** and the **COMMON TOWER AREA** by **LICENSEE** or prevent the **CITY** from pursuing all legal remedies available to it.

16.05 Bankruptcy on the part of the **LICENSEE**, or of any of its assignees or sublessees, shall be deemed an act of default and a breach of this License.

XVII. QUIET ENJOYMENT

17.01 **CITY** covenants and agrees, subject to the provisions of this License, that the **LICENSEE**, on paying the rate and all other charges in this License provided for and observing and performing the covenants, agreements, and conditions of this License on its part to be observed and performed, shall lawfully and quietly hold, occupy, and enjoy the **PREMISES** during the term without hindrance or molestation of any kind whatsoever.

XVIII. ENVIRONMENTAL LAWS

Except as provided by law, **CITY** represents that it has no knowledge of any substance, Chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. **CITY** and **LICENSEE** shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. **CITY** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. **CITY** agrees to defend, indemnify and hold harmless from Claims resulting from Actions on the Property not caused by **CITY** or **LICENSEE** prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section shall survive the termination or expiration of this Agreement.

XIX. CONFLICT OF INTEREST

19.01 **LICENSEE** acknowledges that it is informed that Texas law prohibits contracts between the **CITY** and any local public official, such as a **CITY** officer or employee, and that the prohibition extends to an officer and employee of **CITY** agencies, such as **CITY** owned utilities and certain **CITY** boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. **LICENSEE** certifies (and this License is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this License, is an officer or employee of the **CITY** or any of its agencies. The **LICENSEE** further certifies that it has complied with the **CITY'S** ethics ordinance.

**XX.
ENTIRE AGREEMENT/AMENDMENT**

20.01 This License, together with its attached Exhibit "A", in writing, constitutes the entire agreement between the parties.

20.02 No amendment, modification, or alteration of the terms of this License shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**XXI.
SEPARABILITY**

21.01 If any clause or provision of this License is illegal, invalid, or unenforceable under present or future laws effective during the term of this License, then and in that event it is the intention of the parties hereto that the remainder of this License shall not be affected thereby, and it is also the intention of the parties to this License that in lieu of each clause or provision of this License that is illegal, invalid, or unenforceable, there be added as part of this License a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

**XXII.
NOTICES**

22.01 Any notice or demand given under this License shall be in writing and shall be effectively delivered when deposited in the United States Mail, in Certified or Registered form, postage prepaid, addressed as follows:

If to the CITY:

City Secretary's Office
City of Buda
P.O. Box 1218
121 Main Street
Buda, TX 78610

With a copy to:

City Manager's Office
City of Buda
P.O. Box 1218
121 Main Street
Buda, TX 78610

If to the LICENSEE:

Clear Wireless LLC
Attn: Site Leasing
4400 Carrillon Point
Kirkland WA. 98033

With copies to:

ClearWireless LLC
Attn: Site Leasing
4400 Carrillon Point
Kirkland WA. 98033

Telephone 425-2167900
Fax:425-216.7600
Email Sitelease@clearwire.com

Telephone 425-216-7900
Fax:425-216.7600

22.02 Notice given in any other manner shall be effective only when actually received. Either party may change the address herein specified from time to time giving five days written notice of same.

22.03 This Contract is to be construed under the laws of the State of Texas and is performable in Hays County, Texas.

**XXIII.
PARTIES BOUND**

23.01 The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors, and assigns, and if there shall be more than one party designated as the **LICENSEE** in this License, they shall each be bound jointly and severally hereunder.

**XXIV.
LAW TO APPLY**

24.01 **THIS LICENSE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HAYS COUNTY, TEXAS.**

**XXV.
GENDER**

25.01 Words of any gender used in this License shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVI.
CAPTIONS**

26.01 The captions contained in this License are for convenience of reference only and in no way limit or enlarge the terms and conditions of this License.

**XXVII.
AUTHORITY**

27.01 The signer of this License for the **LICENSEE** hereby represents and warrants that he or she has full authority to execute this License on behalf of the **LICENSEE**.

IN WITNESS WHEREOF, in duplicate originals, we have affirmed our signatures this day of _____, 2007.

CITY OF BUDA

By: _____
Kenneth Williams, City Manager

By: _____
Printed name: _____
Title: _____

ATTEST:

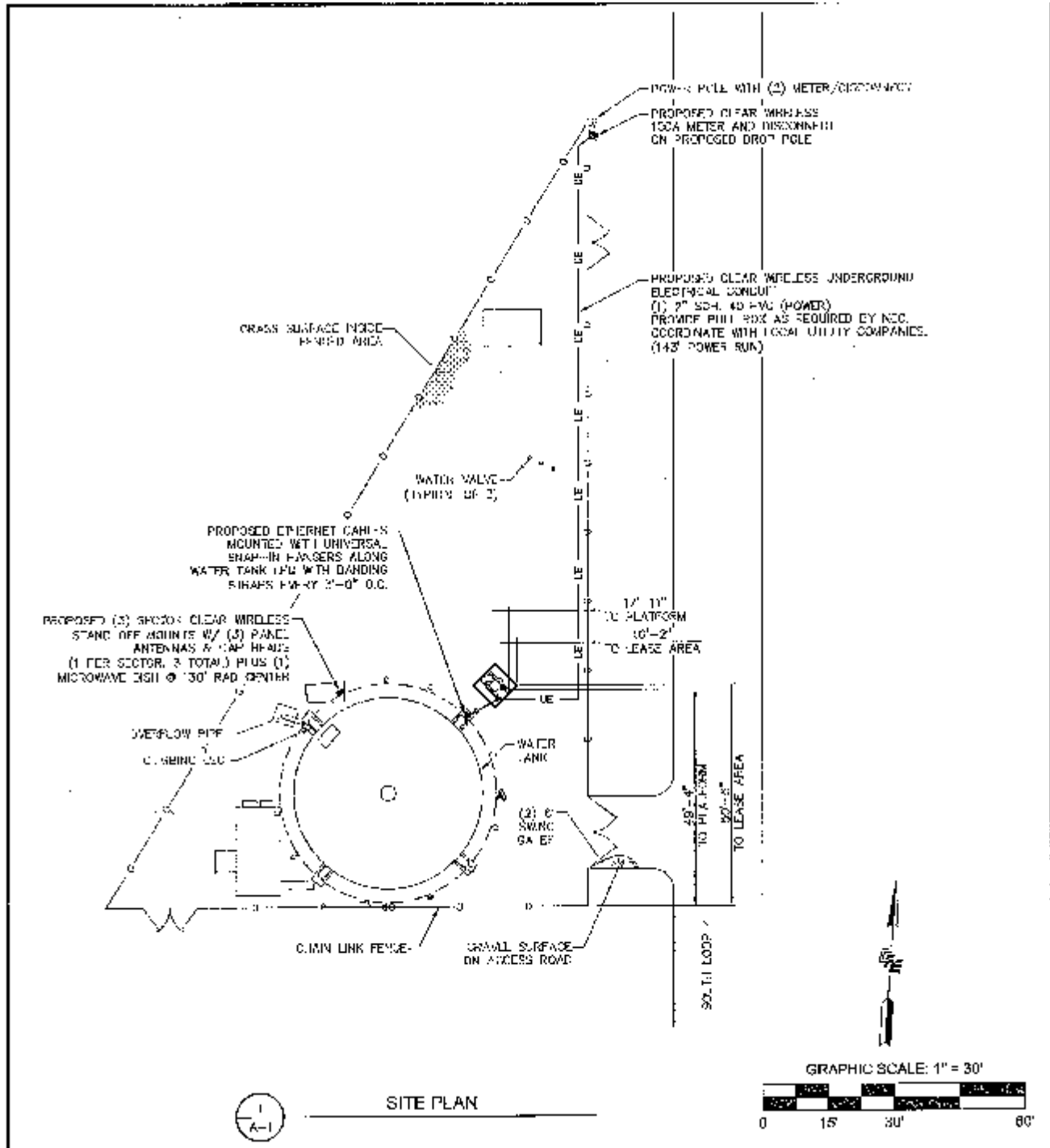
By: _____
Toni Milam, City Secretary

ATTEST:
By: _____
Printed name: _____
Title: _____

APPROVED AS TO FORM:

Charles E. Zech, City Attorney
City of Buda

Exhibit A



CFE TELECOM907 West 5th Street, Suite 250
Austin, Texas 78703PO Box 1528
Austin, Texas 78767-1528P: 512.495.9470
F: 512.495.9473

August 05, 2009

Robert Trimble
 Construction Manager
 Network Deployment South Texas
 Clear Wireless, LLC
 4400 Carillon Point
 Kirkland, WA 98033
 Tel: 480.678.7290
 Fax: 425.216.7900

Subject: Structural Assessment of an Existing Water Tower
 Clear Wireless TX-AUS0163 Buda WT (4163.039-03)

Carrier Designation: Clear Wireless Co-Locate
Carrier Site Number: TX-AUS0163
Carrier Site Name: Buda Water Tank

Site Data: 500 S. Loop 4, Buda, Hays County, TX 78610
Latitude 30.07617° N, Longitude 97.84528° W
Existing Water Tank

Dear Mr. Trimble,

CFE Telecom (CFE), is pleased to submit this “**Structural Assessment Report**” to determine the suitability of the water tower to support the (1) proposed Argus LLPX310R 42” panel antenna and (1) Motorola DAP I/II RF Module at each of (3) sector locations around the periphery of the water tower catwalk. In addition, (1) Andrew VHLP2-11 24” MW antenna will also be mounted at the same elevation.

An evaluation of the relative weights and wind loads of the proposed antennas was made to assess the impact on the water tank. This assessment has been performed in accordance with the IBC 2006 and based on a basic wind speed of 90 mph.

For each sector, the proposed antenna will be mounted at an elevation of 130 ft. (center-line of catwalk) on a 2 1/2” standard pipe mount, attached directly to the catwalk of the water tower.

Representatives of CFE visited the site to photograph and document the existing water tank. See attached photographs. The water tank was found to have approximately (10) antennas mounted to the catwalk and catwalk railing and approximately (7) antennas mounted on top of the tank.

DOCUMENTS PROVIDED

DOCUMENTS	BY COMPANY	REFERENCE	DATE
Prelim Const. Dwgs., rev 0	CFE Telecom	TX-AUS0163	5/26/2009
Tank Mapping	CFE Telecom	Project No. 4163.039-03	07/31/2009

Since the railing is already heavily impacted by the existing antennas, the proposed Clear Wireless antennas are to be mounted at the centerline of the catwalk thus minimizing the loading on the railing.

An evaluation of the resulting loads of the proposed installation indicates the total applied wind force to be 141 lbs and a weight of approximately 103 lbs. per sector installation. Only 38 of this wind load is transmitted to the existing catwalk or railing, which by code, must be capable of a lateral load of 50 pounds per lineal foot.

Based on our assessment, we have determined the water tower is sufficient for the proposed loading. The increase in wind loads and gravity loads on the entire water tower is less than 5% of the overall water tower loads, therefore, per the 2006 IBC, no further analysis is required. Therefore, the water tower can be expected to have the design capacity to support the proposed loading for load cases applicable in Hays County, Texas. The performance of the structure remains the responsibility of the original contractor for the workmanship and material properties.

CFE Telecom appreciates the opportunity of providing our continuing professional services. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully submitted,
CFE Telecom


Ray D. Ullrich
Senior Project Manager



Attachments:

Photos

Attachment - Photos

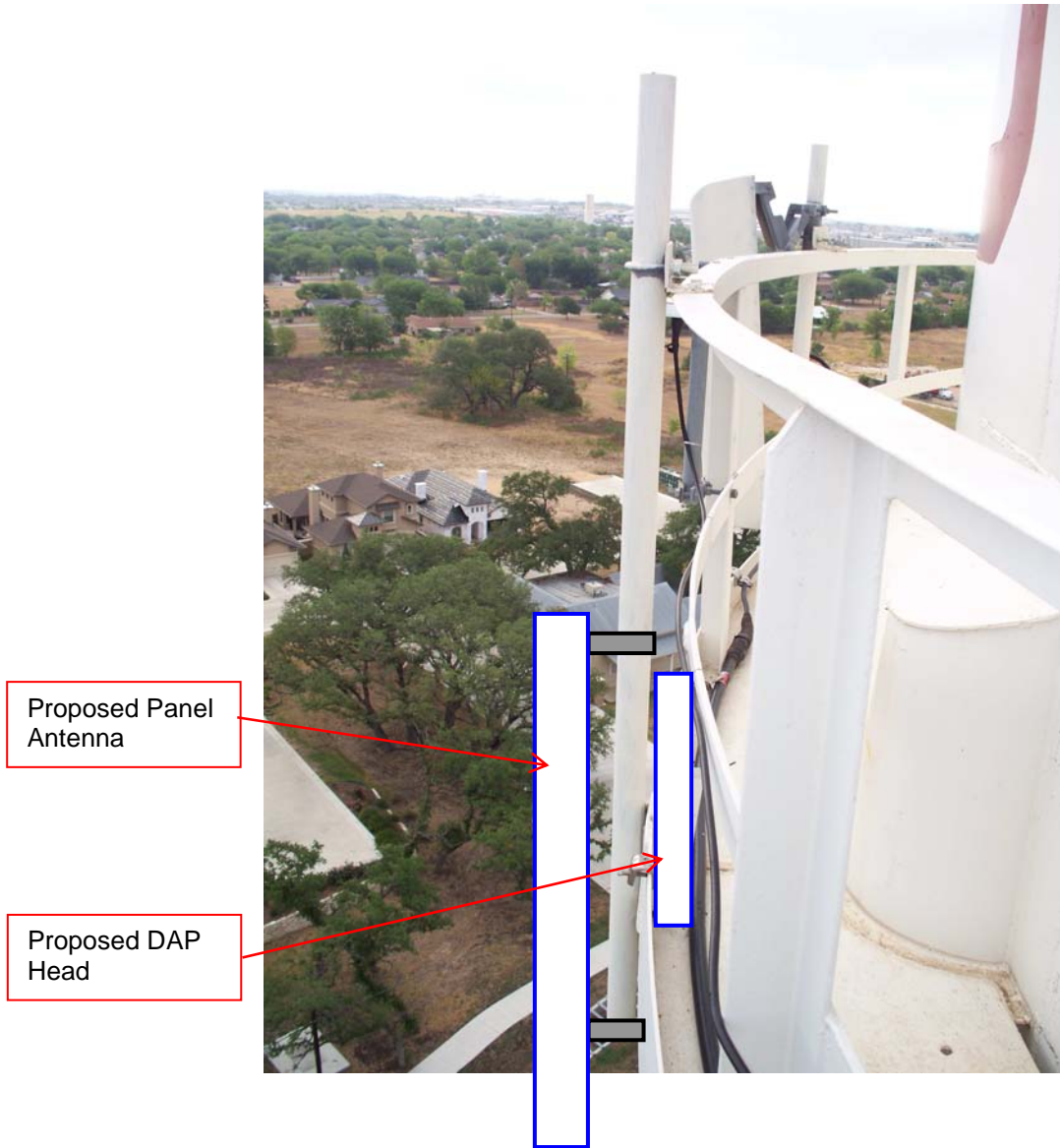


Location of Typical
Proposed Sector
Antenna

Location of Typical
Proposed MW
Antenna



Attachment - Proposed Antenna Mount



CFE TELECOM907 West 5th Street, Suite 250
Austin, Texas 78703PO Box 1528
Austin, Texas 78767-1528

P: 512.495.9470

F: 512.495.9473



September 24, 2009

Robert Trimble
Construction Manager
Network Deployment South Texas
Clear Wireless, LLC
4400 Carillon Point
Kirkland, WA 98033
Tel: 480.678.7290
Fax: 425.216.7900

Subject: Structural Assessment: Future Capacity of an Existing Water Tower
Clear Wireless TX-AUS0163 - Buda WT (4163.039-05)

Carrier Designation: Clear Wireless Co-Location
Carrier Site Number: TX-AUS0163
Carrier Site Name: Buda Water Tank

Site Data: 500 S. Loop 4, Buda, Hays County, TX 78610
Latitude 30.07617° N, Longitude 97.84528° W
Existing Water Tank

Dear Mr. Trimble,

CFE Telecom (CFE), is pleased to submit this supplemental **"Structural Assessment Report"** for the above referenced water tank site. On August 5, 2009 CFE prepared a letter, sealed by a CFE staff structural engineer licensed in the State of Texas that determined that this water tower has the structural capacity to support Clearwire's proposed Argus LLPX310R 42" panel antenna (1) and Motorola DAP I/II RF Module (1) at each of three (3) sector locations around the periphery of the water tower catwalk including (1) Andrew VHLP2-11 24" MW antenna that will also be mounted at the same elevation.

An evaluation of the relative weights and wind loads of the proposed antennas was made to assess the impact on the water tank. This assessment has been performed in accordance with the IBC 2006 and based on a basic wind speed of 90 mph. For each sector, the proposed antenna will be mounted at an elevation of 130 ft. (center-line of catwalk) on a 2 1/2" standard pipe mount, attached directly to the catwalk of the water tower. Since the railing is already heavily impacted by the existing antennas, the proposed Clear Wireless antennas are to be mounted at the centerline of the catwalk thus minimizing the loading on the railing. Currently, the water tank was found to have approximately (10) antennas mounted to the catwalk and catwalk railing and approximately (7) antennas mounted on top of the tank.

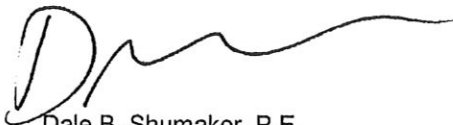
An evaluation of the resulting loads of the proposed installation indicates the total applied wind force to be 141 lbs. and a weight of approximately 103 lbs. per sector installation. Only 38 lbs. of this wind load is transmitted to the existing catwalk or railing, which by code, must be capable of a lateral load of 50 pounds per lineal foot.

Based on this prior assessment, it was determined the water tower is sufficient for the proposed loading. The increase in wind loads and gravity loads on the entire water tower is less than 5% of the overall water tower loads, therefore, per the 2006 IBC, no further analysis is required. Therefore, the water tower can be expected to have the design capacity to support the proposed loading for load cases applicable in Hays County, Texas. The performance of the structure remains the responsibility of the original contractor for the workmanship and material properties of the subject structure.

As a supplement to this assessment, CFE has now been asked to determine, within certain tolerances, the future capacity of this water tank structure to support additional loading similar to that proposed by Clear Wireless. This analysis must be qualified to the extent that actual future loading characteristics, attachments methods and attachment locations are presently unknown. Based on the current loading on the water tank, inclusive of the proposed Clear Wireless installation, it is our determination that, if properly affixed and distributed per Clear Wireless' minimum spacing requirements (2' minimum horizontal separation), the water tank has the potential to accommodate up to (6) Clear Wireless equivalent antenna installations prior to exceeding its structural capacity as determined by 2006 IBC code standards. This analysis should not be construed as pre-approval for these future installations; an additional analysis by a registered engineer will be required for future installations. Furthermore, the minimum spacing requirements between antennas should be verified prior to installing future systems and RF intermodulation frequency interference studies are recommended.

CFE Telecom appreciates the opportunity of providing our continuing professional services. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully submitted,



Dale B. Shumaker, P.E.
Principal
CFE Telecom



9-24-09

Attachment - Photo



TX-AUS0163 Collocation Study for Clearwire

September 23, 2009



Prepared By:

Waterford Consultants

18333 Turnberry Drive

Round Hill, VA 20141

(703) 782-0007

Engineer: Richard P. Biby, P.E.

No Harmful Interference is predicted as a result of Clearwire's proposed collocation affecting existing carriers on this structure.

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TX-AUS0163 Collocation Study for Clearwire

1.0 Executive Summary

This report presents a radio frequency interference (RFI) analysis which was performed on the TX-AUS0163 site. The RFI analysis consists of transmitter noise, receiver desensitization, intermodulation, harmonic and transmitter spurious output interference. The report consists of Sections that provide details of the communications site, antenna systems, operational frequencies and each interference analysis mode.

A summary of the interference analysis results is depicted in the following Table.

Interference Analysis Mode	Type Mix	Status	Summary	Worst-Case Margin (dB)
Transmitter Noise	N/A	Passed	No Interference was predicted	34.8
Receiver Desensitization	N/A	Passed	No Interference was predicted	75.8
Transmitter Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Transmitter Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	1 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	2 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	3 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	4 Tx	Passed	No Interference was predicted	N/A
Receiver Intermodulation	5 Tx	Passed	No Interference was predicted	N/A
Transmitter Harmonics	N/A	Passed	No Interference was predicted	N/A
Transmitter Spurious Output	N/A	Passed	No Interference was predicted	N/A

The analysis was performed with the setup options depicted in the Table below.

Analysis	Description
Receiver Performance	Receiver sensitivity threshold plus 6/12 dB margin
Receiver Bandwidth	Receiver Dependent
Antenna Patterns Considered	Yes
Measured Antenna Isolation Data	No
Filters/Multicouplers Considered	Yes
Number of Simultaneous Transmitters Mixed	5
Highest Intermodulation Order Tested	7
Tx/Rx Systems Excluded	None

TX-AUS0163 Collocation Study for Clearwire

2.0 Site Description

The communication systems located at this site are described in this section as well as the configuration of the antenna systems.

The site parameters are:

Site Name: TX-AUS0163
Site Description: Water Tank
Address: 500 South Loop 4
Buda, TX 78610

Notes: Clearwire is seeking collocation on this structure.

2.1 Communications Systems

System	Provider	Technology	Frequency Band
1	Clearwire (Proposed)	WiMAX	2496 - 2700 MHz
2	Sprint-Nextel	IDEN	806 - 896 MHz - Land Mobile
3	City of Buda	Wireless Data Access	1427 - 1435 MHz - Mobile
4	City of Buda	Microwave	5250 - 5850 MHz
5	City of Buda	OFDM	5250 - 5850 MHz

TX-AUS0163 Collocation Study for Clearwire

2.2 Antenna Systems

Ant #	Mfg	Antenna Model	Gain (dBd)	Hgt (ft)	Orient (deg)	Sector	Ant Use	Transmission Line Type	Line Loss (/100')	Line Length (ft)
1	Argus	LLPX310R	15.8	130	30	A	Dplx	RG-8/U	0.001	160
2	Argus	LLPX310R	15.8	130	150	B	Dplx	RG-8/U	0.001	160
3	Argus	LLPX310R	15.8	130	255	C	Dplx	RG-8/U	0.001	160
4	Commscope	DB844H90E-XY	12.4	135	30	A	Dplx	7/8 in. Foam	1.31	165
5	Commscope	DB844H90E-XY	12.4	135	30	A	Dplx	7/8 in. Foam	1.31	165
6	Commscope	DB844H90E-XY	12.4	135	30	A	Dplx	7/8 in. Foam	1.31	165
7	Commscope	DB844H90E-XY	12.4	135	150	B	Dplx	7/8 in. Foam	1.31	165
8	Commscope	DB844H90E-XY	12.4	135	150	B	Dplx	7/8 in. Foam	1.31	165
9	Commscope	DB844H90E-XY	12.4	135	150	B	Dplx	7/8 in. Foam	1.31	165
10	Commscope	DB844H90E-XY	12.4	135	270	C	Dplx	7/8 in. Foam	1.31	165
11	Commscope	DB844H90E-XY	12.4	135	270	C	Dplx	7/8 in. Foam	1.31	165
12	Commscope	DB844H90E-XY	12.4	135	270	C	Dplx	7/8 in. Foam	1.31	165
13	Til-Tek	TA-1450-T0	7.8	155	0		Tx/Rx	1-1/4 in. Foam	1.3	185
14	Ubiquiti	PS5-22V	38.5	150	5		Tx/Rx	Integrated Radio Units		
15	Motorola	5440AP's	40.5	150	0		Tx/Rx	Integrated Radio Units		
16	Motorola	5440AP's	40.5	150	0		Tx/Rx	Integrated Radio Units		
17	Motorola	5440AP's	40.5	150	0		Tx/Rx	Integrated Radio Units		
18	Motorola	5440AP's	40.5	150	0		Tx/Rx	Integrated Radio Units		

TX-AUS0163 Collocation Study for Clearwire

3.0 Transmitter Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Power (Watts)	BW (KHz)
1	1	Clearwire (Proposed)	Motorola	WIMAX	Chan 1	A	2501.7500	4	5000
2	1	Clearwire (Proposed)	Motorola	WIMAX	Chan 10	B	2551.5000	4	5000
3	1	Clearwire (Proposed)	Motorola	WIMAX	Chan 19	C	2601.7500	4	5000
4	1	Clearwire (Proposed)	Motorola	WIMAX	Chan 28	D	2651.5000	4	5000
5	2	Clearwire (Proposed)	Motorola	WIMAX	Chan 4	E	2518.5000	4	5000
6	2	Clearwire (Proposed)	Motorola	WIMAX	Chan 13	F	2568.0000	4	5000
7	2	Clearwire (Proposed)	Motorola	WIMAX	Chan 22	G	2617.7500	4	5000
8	2	Clearwire (Proposed)	Motorola	WIMAX	Chan 31	H	2668.0000	4	5000
9	3	Clearwire (Proposed)	Motorola	WIMAX	Chan 7	I	2535.0000	4	5000
10	3	Clearwire (Proposed)	Motorola	WIMAX	Chan 16	J	2583.7500	4	5000
11	3	Clearwire (Proposed)	Motorola	WIMAX	Chan 25	K	2635.0000	4	5000
12	3	Clearwire (Proposed)	Motorola	WIMAX	Chan 34	L	2684.5000	4	5000
13	4	Sprint-Nextel	Motorola	IDEN	Chan 441	M	862.01250	50	18
14	4	Sprint-Nextel	Motorola	IDEN	Chan 481	N	863.01250	50	18
15	4	Sprint-Nextel	Motorola	IDEN	Chan 521	O	864.01250	50	18
16	4	Sprint-Nextel	Motorola	IDEN	Chan 561	P	865.01250	50	18
17	4	Sprint-Nextel	Motorola	IDEN	Chan 601	Q	866.01250	50	16
18	4	Sprint-Nextel	Motorola	IDEN	Chan 641	R	866.55000	50	18
19	4	Sprint-Nextel	Motorola	IDEN	Chan 681	S	867.07500	50	18
20	4	Sprint-Nextel	Motorola	IDEN	Chan 721	T	867.60000	50	18
21	4	Sprint-Nextel	Motorola	IDEN	Chan 761	U	868.12500	50	18
22	4	Sprint-Nextel	Motorola	IDEN	Chan 801	V	868.62500	50	18
23	7	Sprint-Nextel	Motorola	IDEN	Chan 460	W	862.48750	50	18
24	7	Sprint-Nextel	Motorola	IDEN	Chan 500	X	863.48750	50	18
25	7	Sprint-Nextel	Motorola	IDEN	Chan 540	Y	864.48750	50	18
26	7	Sprint-Nextel	Motorola	IDEN	Chan 580	Z	865.48750	50	18
27	7	Sprint-Nextel	Motorola	IDEN	Chan 620	AA	866.26250	50	18
28	7	Sprint-Nextel	Motorola	IDEN	Chan 660	AB	866.78750	50	18
29	7	Sprint-Nextel	Motorola	IDEN	Chan 700	AC	867.31250	50	18
30	7	Sprint-Nextel	Motorola	IDEN	Chan 740	AD	867.83750	50	18
31	7	Sprint-Nextel	Motorola	IDEN	Chan 780	AE	868.36250	50	18
32	7	Sprint-Nextel	Motorola	IDEN	Chan 820	AF	868.86250	50	18
33	10	Sprint-Nextel	Motorola	IDEN	Chan 480	AG	862.98750	50	18
34	10	Sprint-Nextel	Motorola	IDEN	Chan 520	AH	863.98750	50	18
35	10	Sprint-Nextel	Motorola	IDEN	Chan 560	AI	864.98750	50	18
36	10	Sprint-Nextel	Motorola	IDEN	Chan 600	AJ	865.98750	50	18
37	10	Sprint-Nextel	Motorola	IDEN	Chan 640	AK	866.53750	50	18
38	10	Sprint-Nextel	Motorola	IDEN	Chan 680	AL	867.06250	50	18
39	10	Sprint-Nextel	Motorola	IDEN	Chan 720	AM	867.58750	50	18
40	10	Sprint-Nextel	Motorola	IDEN	Chan 760	AN	868.11250	50	18
41	10	Sprint-Nextel	Motorola	IDEN	Chan 800	AO	868.61250	50	18
42	4	Sprint-Nextel	Motorola	IDEN	Chan 1	AP	935.01250	50	18
43	4	Sprint-Nextel	Motorola	IDEN	Chan 21	AQ	935.26250	50	18
44	4	Sprint-Nextel	Motorola	IDEN	Chan 41	AR	935.51250	50	18
45	4	Sprint-Nextel	Motorola	IDEN	Chan 61	AS	935.76250	50	18
46	4	Sprint-Nextel	Motorola	IDEN	Chan 81	AT	936.01250	50	18
47	4	Sprint-Nextel	Motorola	IDEN	Chan 101	AU	936.26250	50	18
48	4	Sprint-Nextel	Motorola	IDEN	Chan 121	AV	936.51250	50	18
49	4	Sprint-Nextel	Motorola	IDEN	Chan 141	AW	936.76250	50	18
50	4	Sprint-Nextel	Motorola	IDEN	Chan 161	AX	937.01250	50	18
51	4	Sprint-Nextel	Motorola	IDEN	Chan 181	AY	937.26250	50	18
52	7	Sprint-Nextel	Motorola	IDEN	Chan 110	AZ	936.37500	50	18
53	7	Sprint-Nextel	Motorola	IDEN	Chan 130	BA	936.62500	50	18
54	7	Sprint-Nextel	Motorola	IDEN	Chan 150	BB	936.87500	50	18
55	7	Sprint-Nextel	Motorola	IDEN	Chan 170	BC	937.12500	50	18
56	7	Sprint-Nextel	Motorola	IDEN	Chan 190	BD	937.37500	50	18
57	7	Sprint-Nextel	Motorola	IDEN	Chan 210	BE	937.62500	50	18
58	7	Sprint-Nextel	Motorola	IDEN	Chan 230	BF	937.87500	50	18

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Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Power (Watts)	BW (KHz)
59	7	Sprint-Nextel	Motorola	iDEN	Chan 250	BG	938.12500	50	18
60	7	Sprint-Nextel	Motorola	iDEN	Chan 270	BH	938.37500	50	18
61	10	Sprint-Nextel	Motorola	iDEN	Chan 200	BI	937.50000	50	18
62	10	Sprint-Nextel	Motorola	iDEN	Chan 220	BJ	937.75000	50	18
63	10	Sprint-Nextel	Motorola	iDEN	Chan 240	BK	938.00000	50	18
64	10	Sprint-Nextel	Motorola	iDEN	Chan 260	BL	938.25000	50	18
65	10	Sprint-Nextel	Motorola	iDEN	Chan 280	BM	938.50000	50	18
66	10	Sprint-Nextel	Motorola	iDEN	Chan 300	BN	938.75000	50	18
67	10	Sprint-Nextel	Motorola	iDEN	Chan 320	BO	939.00000	50	18
68	10	Sprint-Nextel	Motorola	iDEN	Chan 340	BP	939.25000	50	18
69	10	Sprint-Nextel	Motorola	iDEN	Chan 360	BQ	939.50000	50	18
70	10	Sprint-Nextel	Motorola	iDEN	Chan 380	BR	939.75000	50	18
71	13	City of Buda	Motorola	Wireless Data Access	Chan - 1	BS	1431.7750	5	36
72	14	City of Buda	Itron	Microwave	Chan - 1	BT	5180.0000	.63	20000
73	14	City of Buda	Itron	Microwave	Chan - 2	BU	5280.0000	.63	20000
74	15	City of Buda	Motorola	Microwave	Chan - 1	BV	5480.0000	.63	10000
75	15	City of Buda	Motorola	Microwave	Chan - 2	BW	5495.0000	.63	10000
76	15	City of Buda	Motorola	Microwave	Chan - 3	BX	5510.0000	.63	10000
77	15	City of Buda	Motorola	Microwave	Chan - 4	BY	5520.0000	.63	10000

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4.0 Receiver Frequencies

Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Sen (dBm)	BW (KHz)
1	1	Clearwire (Proposed)	Motorola	WiMAX	Chan 1	A	2496.2500	-100	5000
2	1	Clearwire (Proposed)	Motorola	WiMAX	Chan 10	B	2546.0000	-100	5000
3	1	Clearwire (Proposed)	Motorola	WiMAX	Chan 19	C	2596.2500	-100	5000
4	1	Clearwire (Proposed)	Motorola	WiMAX	Chan 28	D	2646.0000	-100	5000
5	2	Clearwire (Proposed)	Motorola	WiMAX	Chan 4	E	2513.0000	-100	5000
6	2	Clearwire (Proposed)	Motorola	WiMAX	Chan 13	F	2562.5000	-100	5000
7	2	Clearwire (Proposed)	Motorola	WiMAX	Chan 22	G	2612.2500	-100	5000
8	2	Clearwire (Proposed)	Motorola	WiMAX	Chan 31	H	2662.5000	-100	5000
9	3	Clearwire (Proposed)	Motorola	WiMAX	Chan 7	I	2529.5000	-100	5000
10	3	Clearwire (Proposed)	Motorola	WiMAX	Chan 16	J	2578.2500	-100	5000
11	3	Clearwire (Proposed)	Motorola	WiMAX	Chan 25	K	2629.5000	-100	5000
12	3	Clearwire (Proposed)	Motorola	WiMAX	Chan 34	L	2679.0000	-100	5000
13	4	Sprint-Nextel	Motorola	iDEN	Chan 441	M	817.01250	-119	25
14	4	Sprint-Nextel	Motorola	iDEN	Chan 481	N	818.01250	-119	25
15	4	Sprint-Nextel	Motorola	iDEN	Chan 521	O	819.01250	-119	25
16	4	Sprint-Nextel	Motorola	iDEN	Chan 561	P	820.01250	-119	25
17	4	Sprint-Nextel	Motorola	iDEN	Chan 601	Q	821.01250	-119	25
18	4	Sprint-Nextel	Motorola	iDEN	Chan 641	R	821.55000	-119	25
19	4	Sprint-Nextel	Motorola	iDEN	Chan 681	S	822.07500	-119	25
20	4	Sprint-Nextel	Motorola	iDEN	Chan 721	T	822.60000	-119	25
21	4	Sprint-Nextel	Motorola	iDEN	Chan 761	U	823.12500	-119	25
22	4	Sprint-Nextel	Motorola	iDEN	Chan 801	V	823.62500	-119	25
23	7	Sprint-Nextel	Motorola	iDEN	Chan 460	W	817.48750	-119	25
24	7	Sprint-Nextel	Motorola	iDEN	Chan 500	X	818.48750	-119	25
25	7	Sprint-Nextel	Motorola	iDEN	Chan 540	Y	819.48750	-119	25
26	7	Sprint-Nextel	Motorola	iDEN	Chan 580	Z	820.48750	-119	25
27	7	Sprint-Nextel	Motorola	iDEN	Chan 620	AA	821.26250	-119	25
28	7	Sprint-Nextel	Motorola	iDEN	Chan 660	AB	821.78750	-119	25
29	7	Sprint-Nextel	Motorola	iDEN	Chan 700	AC	822.31250	-119	25
30	7	Sprint-Nextel	Motorola	iDEN	Chan 740	AD	822.83750	-119	25
31	7	Sprint-Nextel	Motorola	iDEN	Chan 780	AE	823.36250	-119	25
32	7	Sprint-Nextel	Motorola	iDEN	Chan 820	AF	823.86250	-119	25
33	10	Sprint-Nextel	Motorola	iDEN	Chan 480	AG	817.98750	-119	25
34	10	Sprint-Nextel	Motorola	iDEN	Chan 520	AH	818.98750	-119	25
35	10	Sprint-Nextel	Motorola	iDEN	Chan 560	AI	819.98750	-119	25
36	10	Sprint-Nextel	Motorola	iDEN	Chan 600	AJ	820.98750	-119	25
37	10	Sprint-Nextel	Motorola	iDEN	Chan 640	AK	821.53750	-119	25
38	10	Sprint-Nextel	Motorola	iDEN	Chan 680	AL	822.06250	-119	25
39	10	Sprint-Nextel	Motorola	iDEN	Chan 720	AM	822.58750	-119	25
40	10	Sprint-Nextel	Motorola	iDEN	Chan 760	AN	823.11250	-119	25
41	10	Sprint-Nextel	Motorola	iDEN	Chan 800	AO	823.61250	-119	25
42	4	Sprint-Nextel	Motorola	iDEN	Chan 1	AP	896.01250	-119	25
43	4	Sprint-Nextel	Motorola	iDEN	Chan 21	AQ	896.26250	-119	25
44	4	Sprint-Nextel	Motorola	iDEN	Chan 41	AR	896.51250	-119	25
45	4	Sprint-Nextel	Motorola	iDEN	Chan 61	AS	896.76250	-119	25
46	4	Sprint-Nextel	Motorola	iDEN	Chan 81	AT	897.01250	-119	25
47	4	Sprint-Nextel	Motorola	iDEN	Chan 101	AU	897.26250	-119	25
48	4	Sprint-Nextel	Motorola	iDEN	Chan 121	AV	897.51250	-119	25
49	4	Sprint-Nextel	Motorola	iDEN	Chan 141	AW	897.76250	-119	25
50	4	Sprint-Nextel	Motorola	iDEN	Chan 161	AX	898.01250	-119	25
51	4	Sprint-Nextel	Motorola	iDEN	Chan 181	AY	898.26250	-119	25
52	7	Sprint-Nextel	Motorola	iDEN	Chan 110	AZ	897.37500	-119	25
53	7	Sprint-Nextel	Motorola	iDEN	Chan 130	BA	897.62500	-119	25
54	7	Sprint-Nextel	Motorola	iDEN	Chan 150	BB	897.87500	-119	25
55	7	Sprint-Nextel	Motorola	iDEN	Chan 170	BC	898.12500	-119	25
56	7	Sprint-Nextel	Motorola	iDEN	Chan 190	BD	898.37500	-119	25
57	7	Sprint-Nextel	Motorola	iDEN	Chan 210	BE	898.62500	-119	25
58	7	Sprint-Nextel	Motorola	iDEN	Chan 230	BF	898.87500	-119	25
59	7	Sprint-Nextel	Motorola	iDEN	Chan 250	BG	899.12500	-119	25

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Freq #	Ant #	Provider	Model	Technology	Channel Label	ID	Frequency	Sen (dBm)	BW (KHz)
60	7	Sprint-Nextel	Motorola	iDEN	Chan 270	BH	899.37500	-119	25
61	10	Sprint-Nextel	Motorola	iDEN	Chan 200	BI	898.50000	-119	25
62	10	Sprint-Nextel	Motorola	iDEN	Chan 220	BJ	898.75000	-119	25
63	10	Sprint-Nextel	Motorola	iDEN	Chan 240	BK	899.00000	-119	25
64	10	Sprint-Nextel	Motorola	iDEN	Chan 260	BL	899.25000	-119	25
65	10	Sprint-Nextel	Motorola	iDEN	Chan 280	BM	899.50000	-119	25
66	10	Sprint-Nextel	Motorola	iDEN	Chan 300	BN	899.75000	-119	25
67	10	Sprint-Nextel	Motorola	iDEN	Chan 320	BO	900.00000	-119	25
68	10	Sprint-Nextel	Motorola	iDEN	Chan 340	BP	900.25000	-119	25
69	10	Sprint-Nextel	Motorola	iDEN	Chan 360	BQ	900.50000	-119	25
70	10	Sprint-Nextel	Motorola	iDEN	Chan 380	BR	900.75000	-119	25
71	13	City of Buda	Motorola	Wireless Data Access	Chan - 1	BS	1431.7750	-100	36
72	14	City of Buda	Ittron	Microwave	Chan - 1	BT	5180.0000	-72	20000
73	14	City of Buda	Ittron	Microwave	Chan - 2	BU	5280.0000	-72	20000
74	15	City of Buda	Motorola	Microwave	Chan - 1	BV	5480.0000	-72	10000
75	15	City of Buda	Motorola	Microwave	Chan - 2	BW	5495.0000	-72	10000
76	15	City of Buda	Motorola	Microwave	Chan - 3	BX	5510.0000	-72	10000
77	15	City of Buda	Motorola	Microwave	Chan - 4	BY	5520.0000	-72	10000

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5.0 Transmitter Noise Analysis

Transmitter noise interference occurs because a transmitter radiates energy on its operating frequency as well as frequencies above and below the assigned frequency. The energy that is radiated above and below the assigned frequency is known as sideband noise energy and extends for several megahertz on either side of the operating frequency. This undesired noise energy can fall within the passband of a nearby receiver even if the receiver's operating frequency is several megahertz away. The transmitter noise appears as "on-channel" noise interference and cannot be filtered out at the receiver. It is on the receiver's operating frequency and competes with the desired signal, which in effect, degrades the operational performance.

The analysis predicts each transmitter's noise signal level present at the input of each receiver. It takes into account the transmitter's noise characteristics, frequency separation, power output, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by transmitter noise interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
None								

No transmitter noise interference problems were predicted.

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6.0 Receiver Desensitization Analysis

Receiver desensitization interference occurs when an undesired signal from a nearby "off-frequency" transmitter is sufficiently close to a receiver's operating frequency. The signal may get through the RF selectivity of the receiver. If this undesired signal is of sufficient amplitude, the receiver's critical voltage and current levels are altered and the performance of the receiver is degraded at its operating frequency. The gain of the receiver is reduced, thereby reducing the performance of the receiver.

A transmitter can be operating several megahertz away from the receiver frequency and/or its antenna can be located several thousand feet from the receiver's antenna and still cause interference.

The analysis predicts each transmitter's signal level present at the input of each receiver. It takes into account the transmitter's power output, frequency separation, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in both systems. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required, if any, to prevent receiver performance degradation caused by receiver desensitization interference. The Table below depicts the results of this analysis. For each receiver, the transmitter that has the worst-case impact is displayed. The Signal Margin represents the margin in dB, before the receiver's performance is degraded. A negative number indicates that the performance is degraded and the value indicates how much additional isolation is required to prevent receiver performance degradation.

Receiver Provider	Receive Channel	Receive Frequency (MHz)	Transmitter Provider	Transmit Channel	Transmit Frequency (MHz)	Attn Required (dB)	Attn Provided (dB)	Signal Margin (dB)
None								

No receiver desensitization interference problems were predicted.

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7.0 Intermodulation Interference Analysis

There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range.

"Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

Communication sites with co-located transmitters, usually have RF coupling between each transmitter and antenna system. This results in the signals of each transmitter entering the nonlinear final output (PA) circuitry of the other transmitters. When intermodulation (IM) products are created in the output circuitry and they fall within the passband of the final amplifier, the IM products are re-radiated and may interfere with receivers at the same site or at other nearby sites. Additionally, these strong transmitter signals may directly enter a receiver and drive the RF amplifier into a nonlinear operation, or if not filtered effectively by the receiver input circuitry, these signals could mix in the nonlinear circuitry of the receiver front-end or mixer, creating IM products directly in the receiver.

The frequencies of IM products are derived from mathematical formulae. IM products are classified by their "order" (2nd, 3rd, 4th, ...Nth). Some of the more common forms of mixing are illustrated in the following examples. Note that The "A", "B", and "C" designations are the mixing frequencies. The numerical number assigned to the letter designation indicates the harmonic relationship of the frequency. Thus, 2A means the 2nd harmonic of frequency A.

<u>Order</u>	<u>Mixing Formulae</u>
First	$A=B, A=C, \text{ etc.}$
Second	$A \pm B, A \pm C, \text{ etc.}$
Third	$A + B - C, A \pm 2B, 2A \pm B, \text{ etc.}$
Fourth	$A \pm 3B, 2A \pm 2B, 3A \pm B, \text{ etc.}$
Fifth	$A \pm 4B, 2A \pm 3B, 3A \pm 2B, 4A \pm B, \text{ etc.}$
Sixth	$A \pm 3B \pm 2C, 2A \pm 2B \pm 2C, 3A \pm 2B \pm C, \text{ etc.}$
Seventh	$A \pm 6B, 2A \pm 5B, 3A \pm 4B, 4A \pm 3B, 5A \pm 2B, \text{ etc.}$
Eighth	$A \pm 7B, 2A \pm 6B, 3A \pm 5B, 4A \pm 4B, 5A \pm 3B, 6A \pm 2B, \text{ etc.}$
Ninth	$A \pm 8B, 2A \pm 7B, 3A \pm 6B, 4A \pm 5B, 5A \pm 4B, 6A \pm 3B, \text{ etc.}$

The above IM product formulae are just a few of the many possible combinations. When there are four frequencies involved at one time, the mixing possibilities increase tremendously. Not all of the mixing possibilities are significant in creating interference signals. Some fall "out-of-band" of the receiver and the higher order IM products are usually weaker in signal strength.

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7.1 Transmitter Generated Intermodulation Analysis

Intermodulation in transmitters occurs when a signal from another transmitter is impressed on the nonlinear final output stage circuitry, usually via antenna coupling. The power level of the IM product is determined by the power level of the incoming extraneous signal from another transmitter and by a conversion loss factor. The conversion loss factor takes into account the mixing efficiency of the transmitter's final output stage. Conversion loss differs with transmitter design, adjustment, frequency separation of the source signals, and with the order of the IM product.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers all possible sources of IM generation in the transmitters. For example, if there are four transmitters involved, the analysis will calculate the IM signal level that would be generated in each transmitter. For this example, that would be four possible mixing conditions.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing transmitter generated intermodulation interference are depicted in the following Table.

Tx 1 Source Mix Tx		Tx 2 Source		Tx 3 Source		Tx 4 Source		Tx 5 Source		Intermod Hit		Affected Receiver		Attn Need
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
N														
o														
n														
e														

No transmitter generated intermodulation interference problems were predicted.

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7.2 Receiver Generated Intermodulation Analysis

Within a receiver, when two or more strong off-channel signals enter and mix in the receiver and one of the IM product frequencies created coincides with the receiver operating frequency, potential interference results. This internal IM mixing process takes place in the receiver's RF amplifier when it operates in a nonlinear range and/or in the first mixer, which, of course, has been designed to operate as a nonlinear device.

Receivers have a similar conversion loss type factor and receiver performance is commonly described in terms of conversion loss with respect to the 2A - B type products. Here, conversion loss is the ratio of a specified level of A and B to the level of the resulting IM product, when the product is viewed as an equivalent on-channel signal. Receiver conversion loss varies with input levels, AGC action, and product order.

The analysis calculates all possible IM product frequencies that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. It then predicts each IM signal level present at the input of each affected receiver. For each IM frequency, the analysis considers that the IM signal is generated directly in the receiver.

The analysis takes into account the transmitter's power output, modulation bandwidth, conversion losses, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for each IM interference signal that occurs. Receivers experiencing receiver generated intermodulation interference are depicted in the following Table.

Tx 1 Source		Tx 2 Source		Tx 3 Source		Tx 4 Source		Tx 5 Source		Intermod Hit		Affected Receiver		Attn Need
ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	ID	Freq (MHz)	Freq (MHz)	Ord	ID	Freq (MHz)	
N														
o														
n														
e														

No receiver generated intermodulation interference problems were predicted.

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8.0 Transmitter Harmonic Output Interference Analysis

Transmitter harmonic interference is due to non-linear characteristics in a transmitter. The harmonics are typically created due to frequency multipliers and the non-linear design of the final output stage of the transmitter. If the harmonic signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account the transmitter's harmonic characteristics, output level, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any harmonics that fall within a receiver's passband. Receivers experiencing transmitter harmonic interference are depicted in the following Table.

Transmitter		Harmonic		Affected Receiver		Attn Needed
ID	Frequency (MHz)	Frequency (MHz)	Order	ID	Frequency (MHz)	
None						

No transmitter generated harmonic interference problems were predicted.

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9.0 Transmitter Spurious Output Interference Analysis

Transmitter spurious output interference can be attributed to many different factors in a transmitter. The generation of spurious frequencies could be due to non-linear characteristics in a transmitter or possibly the physical placement of components and unwanted coupling. If a spurious signal falls within the passband of a nearby receiver and the signal level is of sufficient amplitude, it can degrade the performance of the receiver.

The analysis takes into account a transmitter's spurious output specification, output levels, transmission line losses, filters, duplexers, combiners, isolators, multi-couplers and other RF devices that are present in each system. Additionally, the analysis considers the antenna separation space loss, horizontal and vertical gain components of the antennas as well as how they are mounted on the structure. The gain components are derived from antenna pattern data published by each manufacturer.

The analysis determines how much isolation is required to prevent receiver performance degradation for any transmitter spurious signals that fall within a receiver's passband. Receivers experiencing transmitter spurious output interference are depicted in the following Table.

Transmitter		Affected Receiver		Attn Needed
ID	Frequency (MHz)	ID	Frequency (MHz)	
None				

No transmitter generated spurious interference problems were predicted.

10.0 Discussion and Recommendations

None.

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11.0 Professional Certification

Engineering Statement Re:

Potential for Interference to Existing Services

At

TX-AUS0163, for Clearwire

Upon Penalty of Perjury, my signature on the cover of this study hereby certifies and affirms:

That I am a registered as a Professional Engineer in the jurisdiction indicated; and

That I am employed by Waterford Consultants, LLC which provides engineering services to clients in the Radio Communications field; and

That I am familiar with the Rules and Regulations and the policies of the Federal Communications Commission both in general and specifically as they apply to the treatment of interference to other services such as may be created by Commission licenses; and

That I have examined the technical information supplied by Clearwire and their representatives relating to their intention to install antennas, transmitters and associated technical equipment on an existing communication site, on an existing tower/structure, currently identified as TX-AUS0163; and

That the technical equipment to be installed by Clearwire represents the state of the art and that it has been carefully designed to preclude the possibility of interference to other services, including the transmission and reception of broadcast AM, FM, and Television and other communications services, such as police, fire, utility and other public safety and public service facilities as well as private communications installations, such as cordless telephones, and Citizen's Band and Radio Amateur stations; and

That the equipment to be installed by Clearwire, meets or exceeds all Federal Communications Commission emission requirements to avoid interfering with other services and home/business equipment; and

That frequency information provided by Clearwire concerning existing installations on this structure has been examined to estimate the potential for interference to existing and proposed operations, resulting from the introduction of the Clearwire's operation; and

That this examination involved the computation of intermodulation products, transmitter harmonics, receiver desensitization, and transmitter spurious emissions produced by the combination of frequencies associated with existing services known to currently operate at the TX-AUS0163 site, and these frequencies, which could be used by others at the TX-AUS0163 site

That intermodulation products were computed (as a minimum) for the fundamental (f_0), second ($2 f_0$) thru seventh ($7 f_0$) harmonic components of frequencies at this site; and

That predicted products were not found to potentially cause intermodulation to Clearwire's proposed operations or to the other licenses currently operating at the TX-AUS0163 site; and

That no additional isolation needs to be provided between antennas in the horizontal and vertical planes, and the attenuation along the nadir and zenith associated with vertical plane radiation patterns; and

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That after examination the levels of RF energy present at the TX-AUS0163 site, receiver sensitivity will not be degraded by either the existing or Clearwire's proposed operations; and

That, if interference were to occur as a result of Clearwire's operations, Clearwire would be expected to recognize its responsibility to act promptly to take steps necessary to correct the interference, including, but not limited to, filtering and frequency coordination; and

In summary, it is stated here that there is not an indication that the installation being proposed by Clearwire will create interference to their own operations, or the operations of any of the services currently operating at the TX-AUS0163 site. Even in the event that, upon installation of Clearwire's equipment, interference was determined to exist and to be the actual interference source, frequency coordination and filtering would be Clearwire's primary corrective course of action, and should successfully eliminate the problem.



A handwritten signature in black ink that reads "Richard P. Biby".

September 23, 2009
Richard P. Biby
Registered Professional Engineer
Commonwealth of Virginia Reg. No. 026132

Richard P. Biby, P.E.

Digitally signed by Richard P. Biby, P.E.
DN: cn=Richard P. Biby, P.E., o=Waterford Consultants,
LLC, ou, email=rbiby@waterfordconsultants.com, c=US
Date: 2009.09.23 18:39:12 -04'00'

Overview

Annual Meeting of Stockholders

Meeting was held June 17th, 2009 at 9:00 a.m. PT

[Annual Meeting Materials](#)

About Clearwire Corporation

Clearwire Communications, LLC, an operating subsidiary of Clearwire Corporation, (NASDAQ: CLWR), offers a robust suite of advanced high-speed Internet services to consumers and businesses. As part of a multi-year network build-out plan, Clearwire's 4G service, called CLEAR™, will be available in major metropolitan areas across the U.S. and bring together an unprecedented combination of speed and mobility. Clearwire's open all-IP network, combined with significant spectrum holdings, provides unmatched network capacity to deliver next generation broadband access. Strategic investors include Intel Capital, Comcast, Sprint, Google, Time Warner Cable, and Bright House Networks. Clearwire currently provides 4G service, utilizing WiMAX technology in two markets and provides pre-WiMAX communications services in 50 markets across the U.S. and Europe. Headquartered in Kirkland, Wash., additional information about Clearwire is available at www.clearwire.com.

Recent News

09/15/09

[Clearwire Launches CLEAR 4G WIMAX Innovation Network in Silicon Valley](#)



[Print Page](#) [Close Window](#)

News Release

Clearwire to Officially Launch CLEAR 4G Service in 10 Markets on September 1, 2009

Super Fast Mobile Internet Service Coming to Boise, Idaho; Bellingham, Wash.; and Eight Texas Markets, Including Abilene, Amarillo, Corpus Christi, Killeen/Temple, Lubbock, Midland/Odessa, Waco and Wichita Falls

KIRKLAND, Wash.--(BUSINESS WIRE)--Aug. 3, 2009-- Clearwire Communications, LLC, an operating subsidiary of Clearwire Corporation, (NASDAQ:CLWR) today announced the official launch day of CLEAR™ 4G service in Boise, Idaho; Bellingham, Wash.; and eight markets throughout Texas, including: Abilene, Amarillo, Corpus Christi, Lubbock, Midland/Odessa, Killeen/Temple, Waco and Wichita Falls will occur on September 1, 2009. CLEAR offers the first super fast mobile Internet service that works as fast on the go as it does at home. Customers in these new markets interested in experiencing CLEAR today can activate service now via clear.com.

Clearwire will celebrate the official launches in each market with local events, retail store openings, ad campaigns and promotional offers throughout the fall.

A CLEAR Difference

CLEAR offers the first super fast mobile Internet service that works as fast on the go as it does at home. Unlike other wireless services, CLEAR delivers a mobile broadband internet experience on par with speeds typically experienced only on wired connections, like DSL.

The CLEAR customer experience is similar to that provided by Wi-Fi, but without the short range limitations of a traditional hot spot. CLEAR uses a 4G technology that differs from Wi-Fi called WiMAX, which provides service areas measured in miles, not feet.

Clearwire's 4G network is now available in four markets, with the expected September 1st launches adding an additional 10 markets, and the company plans to bring CLEAR to 80 markets covering up to 120 million people by the end of 2010. In addition to the markets announced today, consumers and businesses can now purchase the company's 4G services online and at various retail locations in Atlanta; Baltimore; Las Vegas and Portland, Oregon.

Some of the additional markets planned to launch in 2009 include Chicago, Charlotte, Dallas/Ft. Worth, Honolulu, Philadelphia and Seattle. In 2010, Clearwire plans to launch 4G service in New York, Boston, Washington, D.C., Houston and the San Francisco Bay Area among others.

Please visit www.clear.com for more information about coverage, service options and devices, or connect with CLEAR on Facebook: www.facebook.com/CLEARinsider.

2009 CLEAR Launch Plans & Second Quarter Financial Results

Clearwire will provide additional information regarding the remainder of the 2009 CLEAR market launch plans during the company's second quarter earnings announcement on Tuesday, August 11. The financial release will be available at <http://newsroom.clearwire.com> at approximately 4 p.m. Eastern Time. Clearwire executives will host a conference call and webcast following the release at 4:30 p.m. Eastern Time. A live broadcast of the conference call will be available online on the company's Investor Relations website located at: <http://investors.clearwire.com>. Interested parties can access the conference call by dialing 800.901.5241, or outside the United States 617.786.2963, five minutes prior to the start time. The passcode for the call is 84387819.

About Clearwire

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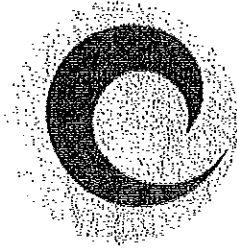
Cautionary Statement Regarding Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the securities laws. The statements in this release regarding plans for the development and deployment of the first nationwide next-generation wireless broadband network based on mobile WiMAX technology; the timing, availability, capabilities and coverage of our network, including market launch plans; products and services to be offered on our network; planned marketing and branding efforts and other statements that are not historical facts are forward-looking statements. The words "will," "would," "may," "should," "estimate," "project," "forecast," "intend," "expect," "believe," "target," "designed," "plan" and similar expressions are intended to identify forward-looking statements. Forward-looking statements are projections reflecting management's judgment and assumptions based on currently available information and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements.

Future performance cannot be assured. Actual results may differ materially from those in the forward-looking statements due to a variety of factors, including, but not limited to, the risks referenced in the section of Clearwire's Annual Report on Form 10-K entitled "Risk Factors," filed March 26, 2009.

Clearwire believes the forward-looking statements in this release are reasonable; however, you should not place undue reliance on forward-looking statements, which are based on current expectations and speak only as of the date of this release. Clearwire is not obligated to publicly release any revisions to forward-looking statements to reflect events after the date of this release.

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TX-AUS0163

500 S. LOOP 4
BUDA, TEXAS 78610
HAYS COUNTY

APPROVALS FOR CONSTRUCTION

NETWORK DEPLOYMENT	DATE
RF	DATE
SITE ACQUISITION	DATE
BACK HAUL	DATE
PROPERTY OWNER	DATE

SHEET INDEX

REVISION

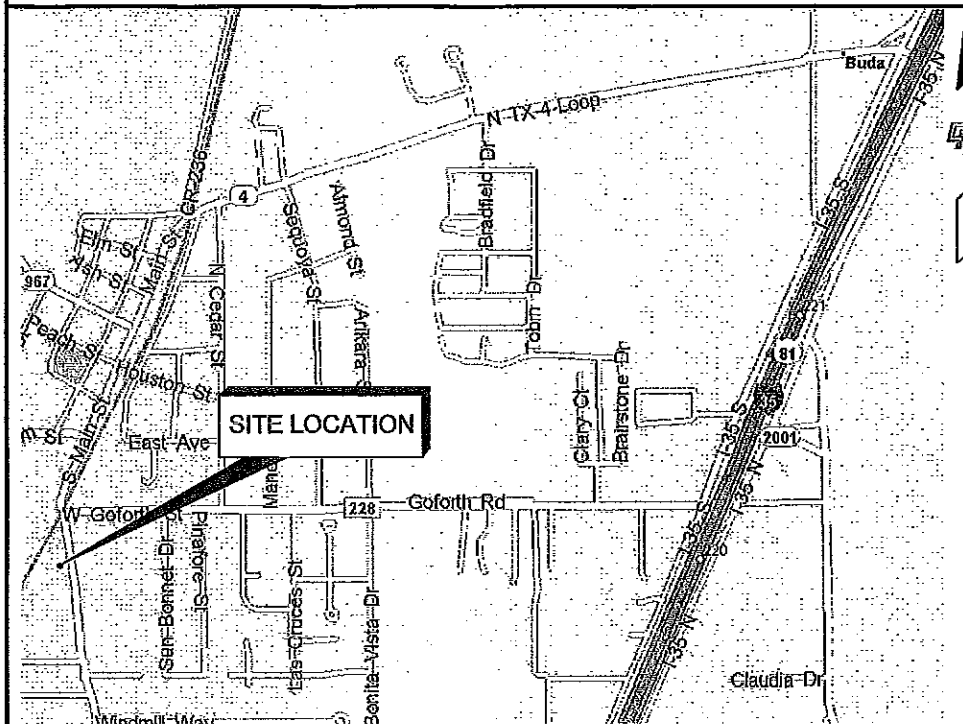
DRIVING DIRECTIONS

PROJECT SUMMARY

T-1	TITLE SHEET	0
A-1	SITE PLAN	0
A-1.1	PRE/POST ANTENNA PLACEMENT PLAN	0
A-1.2	ELEVATION	0
A-1.3	STRUCTURAL DETAILS	0
A-2	DETAILS AND NOTES	0
A-3	STRUCTURAL NOTES, SECTIONS AND DETAILS	0
A-4	EQUIPMENT DETAILS	0
E-1	ELECTRICAL SITE PLAN	0
E-2	GROUNDING PLAN	0
E-3	ELECTRICAL DETAILS	0
E-4	GROUNDING DETAILS AND NOTES	0
E-5	ANTENNA GROUNDING DETAILS	0

FROM THE INTERSECTION OF I-35 SOUTH AND N LOOP 4 IN BUDA, TEXAS, TAKE N LOOP 4/MAIN STREET
SOUTHWEST FOR APPROXIMATELY 2 MILES. THE WATER TOWER WILL BE ON THE RIGHT.

VICINITY MAP



SCALE: N.T.S.

SCOPE OF WORK: PROPOSED (3) SECTOR ANTENNAS, BTS, & MICROWAVE DISHES MOUNTED ON AN EXISTING TOWER. EQUIPMENT CABINET WILL BE LOCATED AT THE BASE OF THE TOWER ON A RAISED PLATFORM. SITE IS AN UNMANNED TELECOMMUNICATION FACILITY.

SITE NAME: BUDA WATER TANK

SITE NUMBER: TX-AUS0163

SITE ADDRESS: 500 S. LOOP 4
BUDA, TEXAS 78610

TOWER OWNER: CITY OF BUDA
CONTACT: MIKE BEGGS
512.312.2876

APPLICANT: CLEAR WIRELESS, LLC
4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033

SITE ACQUISITION: MDL CONSULTING, INC.
5100 WESTHEIMER, SUITE 200
HOUSTON, TEXAS 77056
CONTACT: GEORGE C. RODRIGUEZ
PHONE: 210.885.4315
FAX: 866.576.9888

LATITUDE: 30.0756
LONGITUDE: -97.8453
LAT/LONG TYPE: GPS-NAD83

COUNTY: HAYS
JURISDICTION: CITY OF BUDA
TAX ID NUMBER: R25560

CPE TELECOM: P.O. BOX 1528
AUSTIN, TEXAS 78767
PHONE: 512.495.9470
FAX: 512.495.9473

UTILITY COMPANIES: POWER: PEDERNALES ELECTRIC COOPERATIVE, INC.
(TEL.) 888.554.4732
CALL BEFORE YOU DIG:
(TEL.) 1.800.545.6005

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C Faulkner Engineering, LP
907 West 5th Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473

P.O. Box 1528
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www.cfeamerica.com

TBPE NO. #7728

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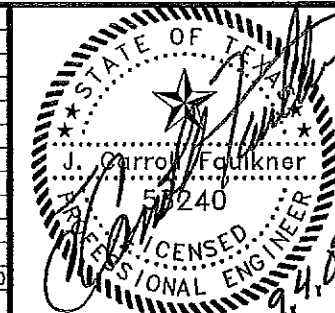


CLEAR WIRELESS, LLC
4400 CARILLON POINT
KIRKLAND, WA 98033
TEL: 425.216.7600
FAX: 425.216.7900

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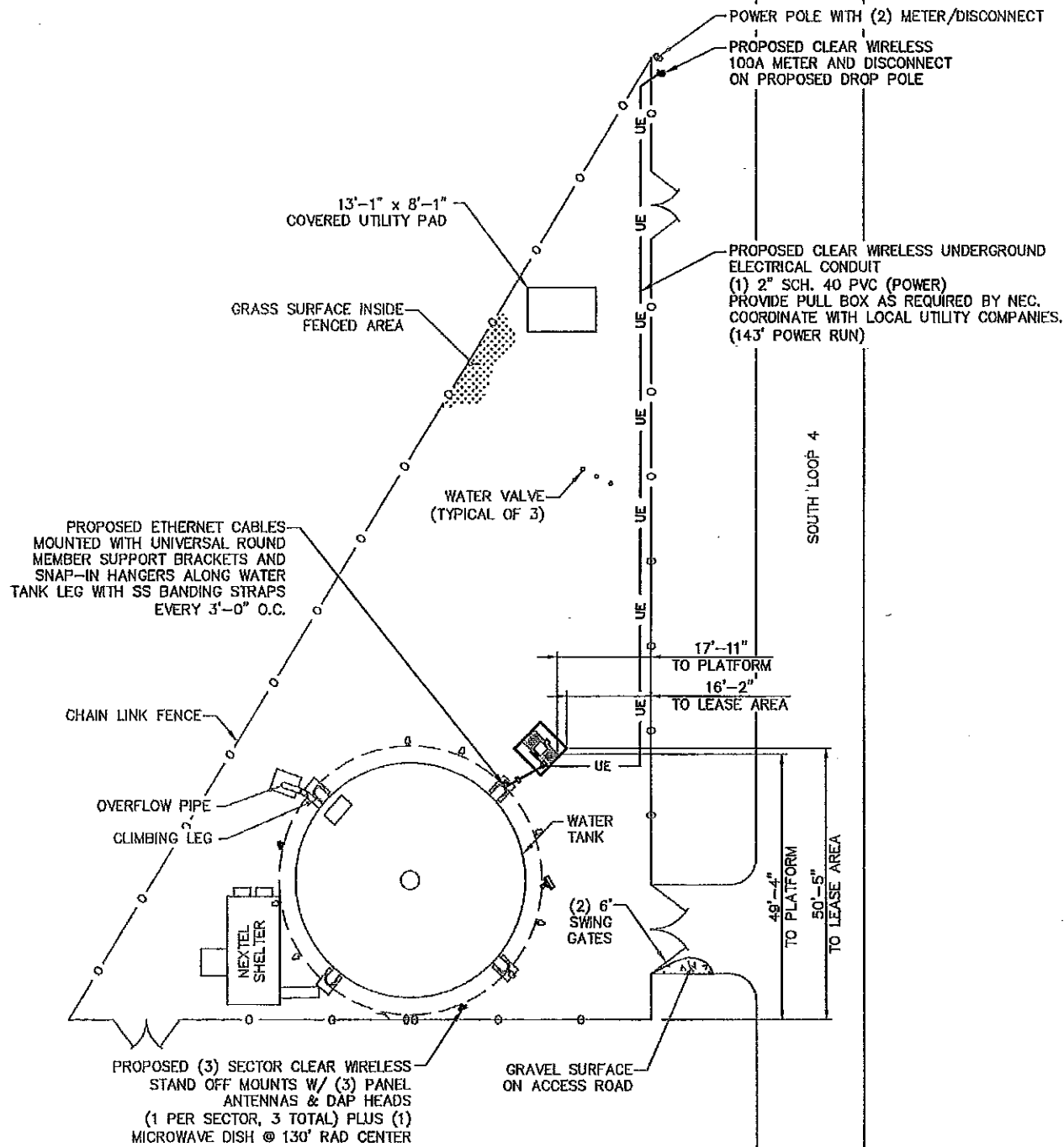
500 S. LOOP 4
BUDA, TEXAS 78610
HAYS COUNTY

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1	08/19/09	PRELIM CONSTRUCTION DWGS	LG	TB	TB
0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN			DESIGNED: TB	DRAWN: CS	



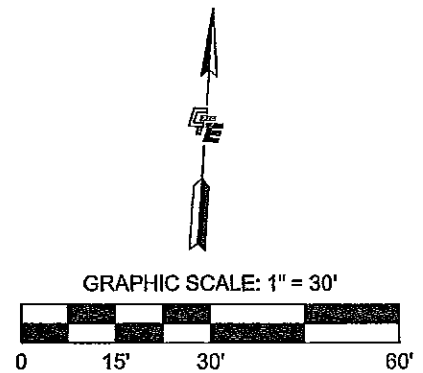
TITLE SHEET

DRAWING NUMBER	REV
T-1	0



1
A-1

SITE PLAN



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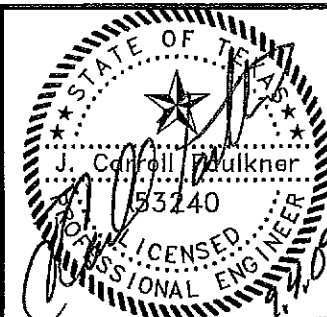


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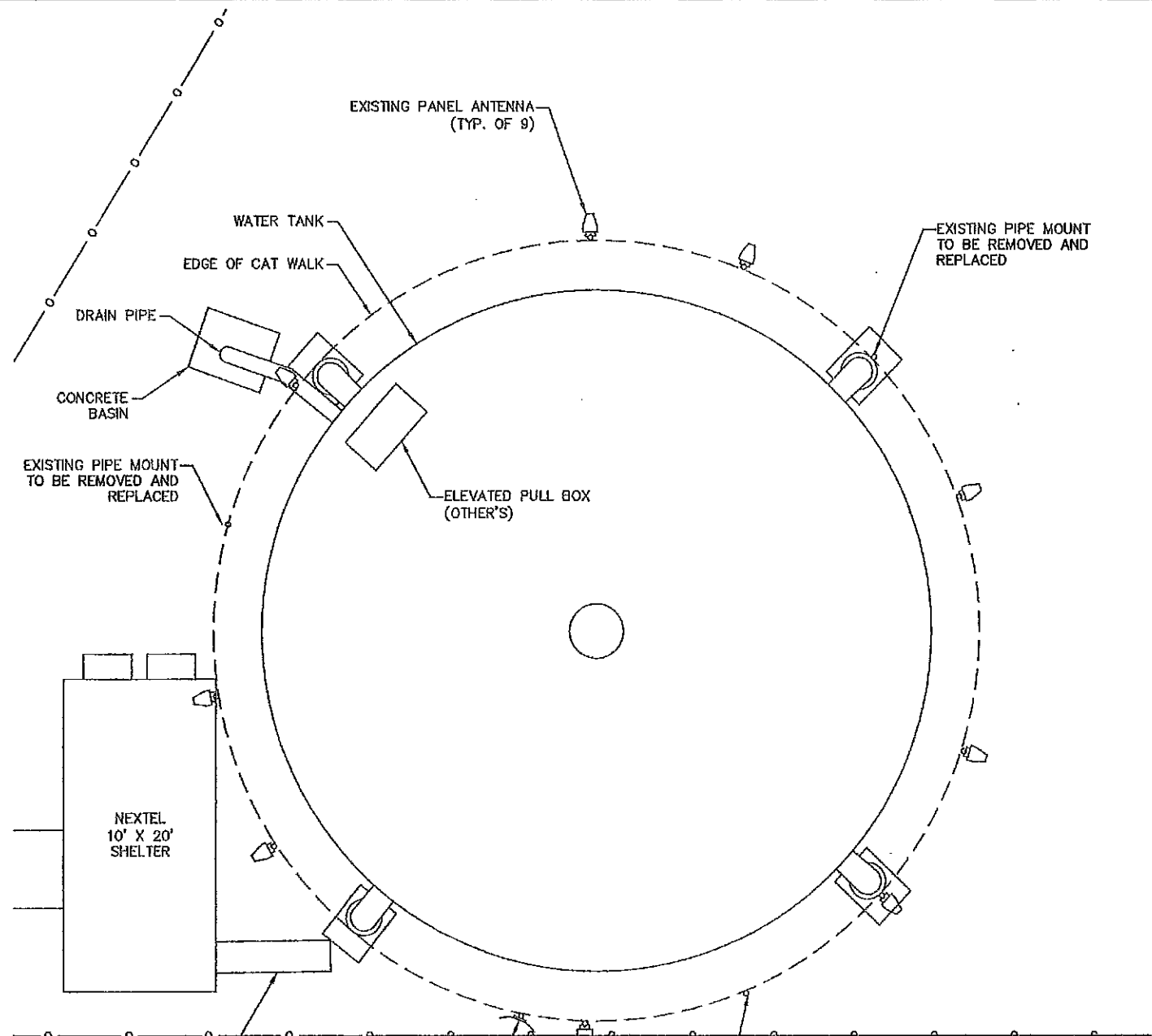
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BUDA, TEXAS 78610
HAYS COUNTY

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0	05/04/09	LEASE EXHIBITS	JB	TB	TB
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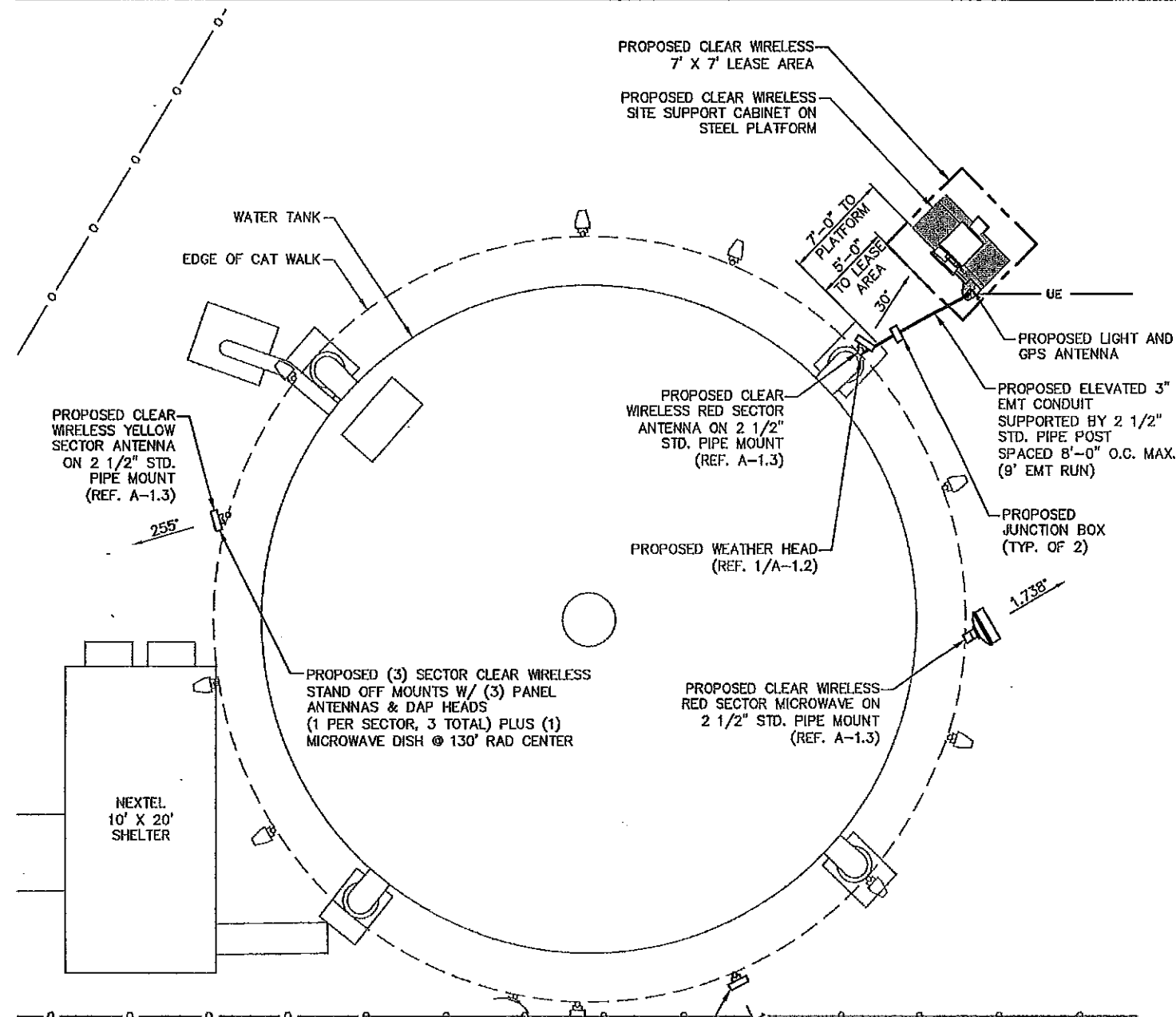
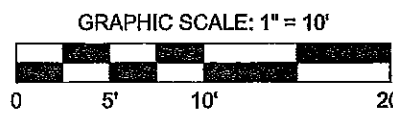


SITE PLAN

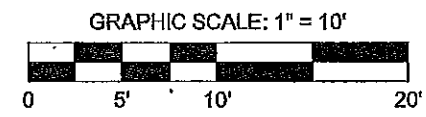
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A-1	0



1 PRE-ANTENNA PLACEMENT
A-1.1



2 POST-ANTENNA PLACEMENT
A-1.1



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TELECOM

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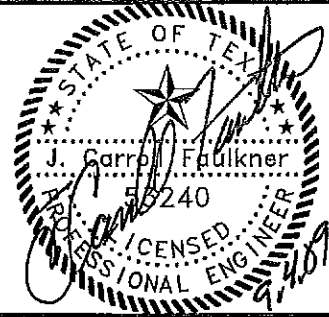
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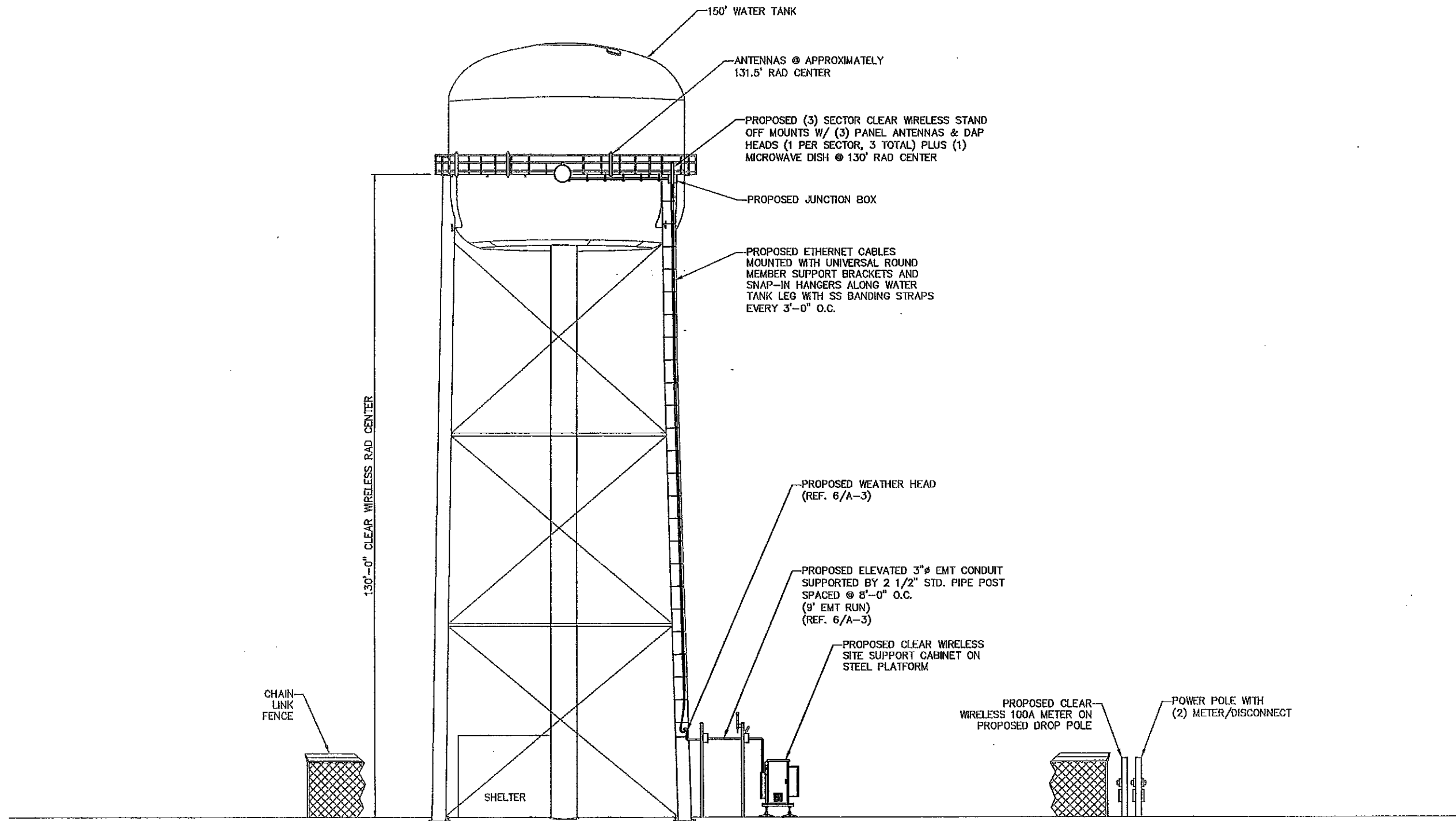
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 HAYS COUNTY

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PRE/ POST ANTENNA PLACEMENT PLAN

DRAWING NUMBER	REV
A-1.1	0



1
A-1.2

ELEVATION
N.T.S.



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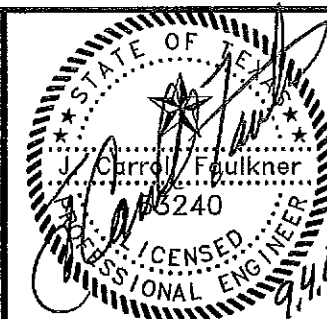


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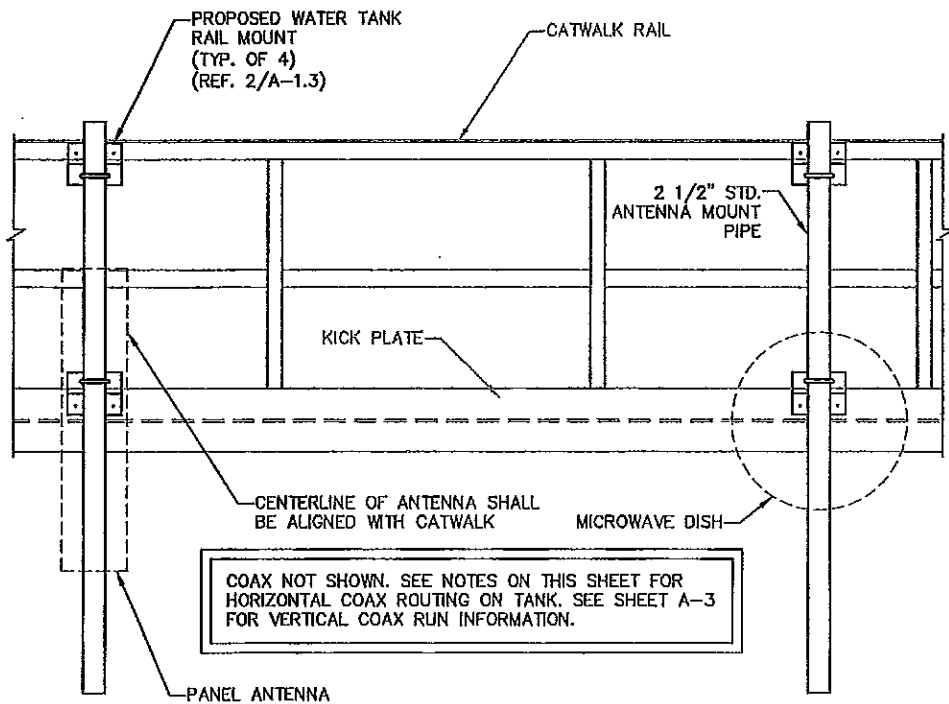
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0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB
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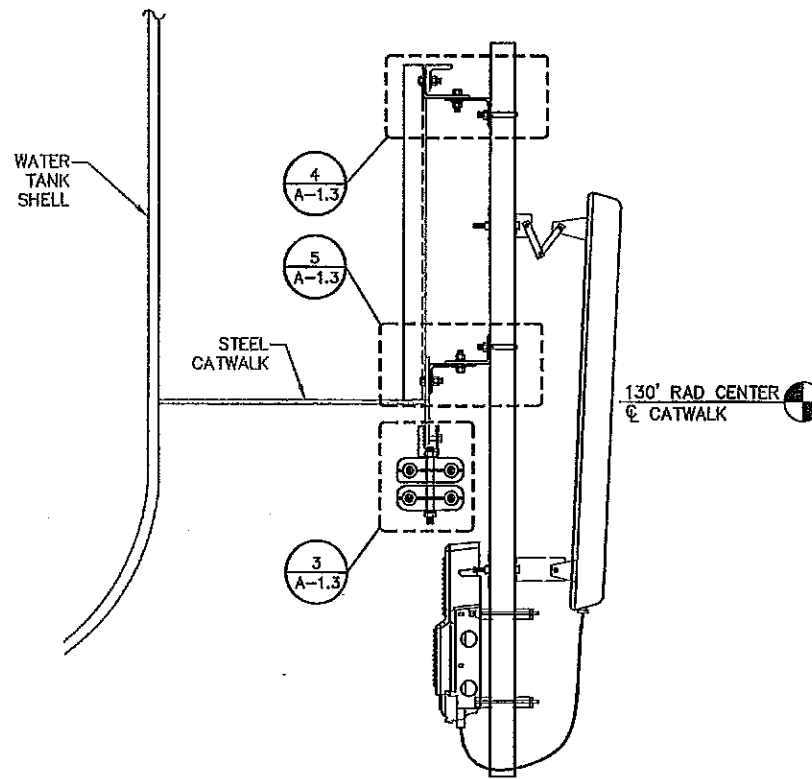


ELEVATION

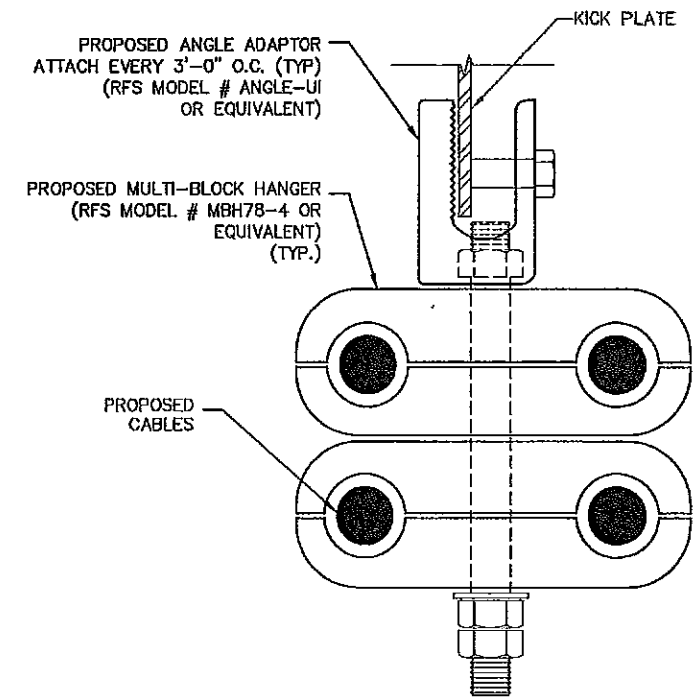
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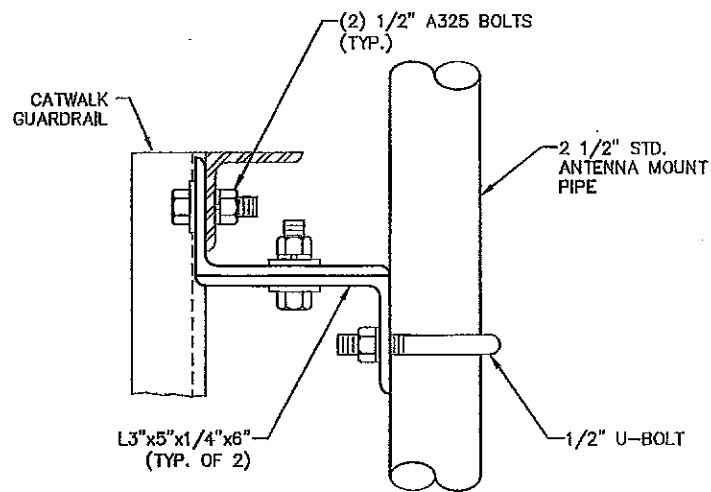
1 ANTENNA MOUNT ELEVATION
SCALE: N.T.S.



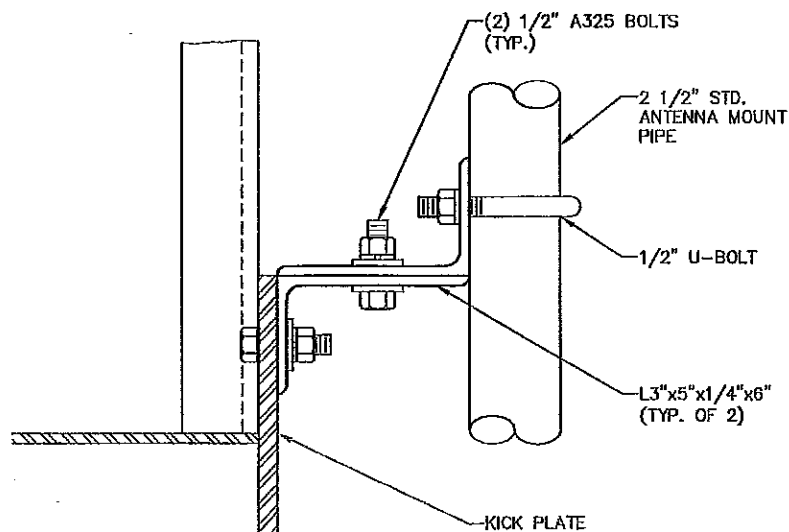
2 ANTENNA MOUNT SECTION
SCALE: N.T.S.



3 HORIZONTAL COAX MOUNTING
SCALE: N.T.S.



4 UPPER PIPE MOUNTING
SCALE: N.T.S.



5 LOWER PIPE MOUNTING
SCALE: N.T.S.

ANTENNA MOUNT NOTES:

1. ALL FIELD DRILLED HOLES SHALL BE TREATED WITH 2 COATS OF COLD GALVANIZING AND REPAINTED PER LANDLORD'S REQUIREMENTS.
2. ALL NEW STEEL IS TO BE HOT DIP GALVANIZED.
3. ALL HARDWARE IS TO BE GALVANIZED OR STAINLESS STEEL.
4. ANTENNAS ARE TO BE PAINTED TO MATCH WATER TANK.

COAX NOTES:

1. CONTRACTOR IS TO FIELD DETERMINE MOUNTING POSITION OF COAX IN COORDINATION WITH EXISTING CONDITIONS AND ANY LANDLORD DIRECTIONS.
2. COAX SHALL NOT BE ROUTED WHERE IT WILL INTERFERE WITH WATER TANK WALKWAY PASSAGE OR ACCESS LADDER.
3. PREFERRED LOCATION TO MOUNT COAX IS THE UNDERSIDE OF THE KICK PLATE. IF THAT LOCATION IS UNAVAILABLE THEN THE COAX SHALL BE MOUNTED TO A HAND RAIL MEMBER. IF NO SPACE IS AVAILABLE TO HANG THE COAX THEN "Z" MOUNTS AND CLIP-INS MAY BE USED.
4. CONTRACTOR SHALL AVOID ROUTING COAX WHERE IT WILL INTERFERE WITH EXISTING COAX LINES.
5. COAX SHALL BE SUPPORTED EVERY 3' (MAXIMUM SUPPORT SPACING).
6. THE PROPOSED NON-METALLIC PAINT SHALL RESEMBLE THE EXISTING PAINT COLOR AND FINISH ON THE WATER TANK PER THE CITY REQUIREMENTS.



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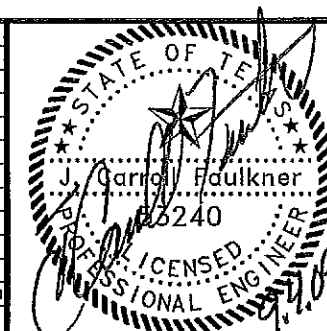


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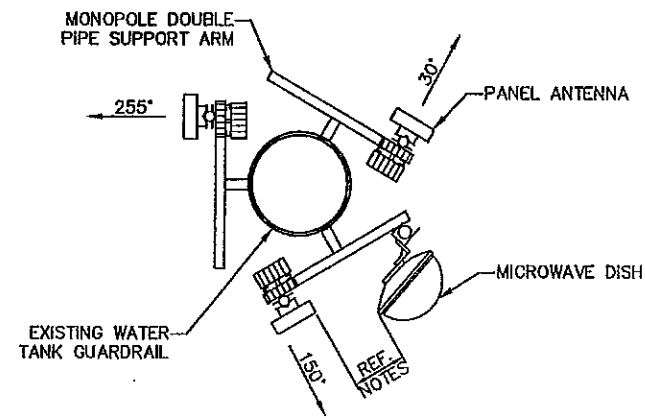
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HAYS COUNTY

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0	05/04/09	LEASE EXHIBITS	JB	TB	TB
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**STRUCTURAL
DETAILS**

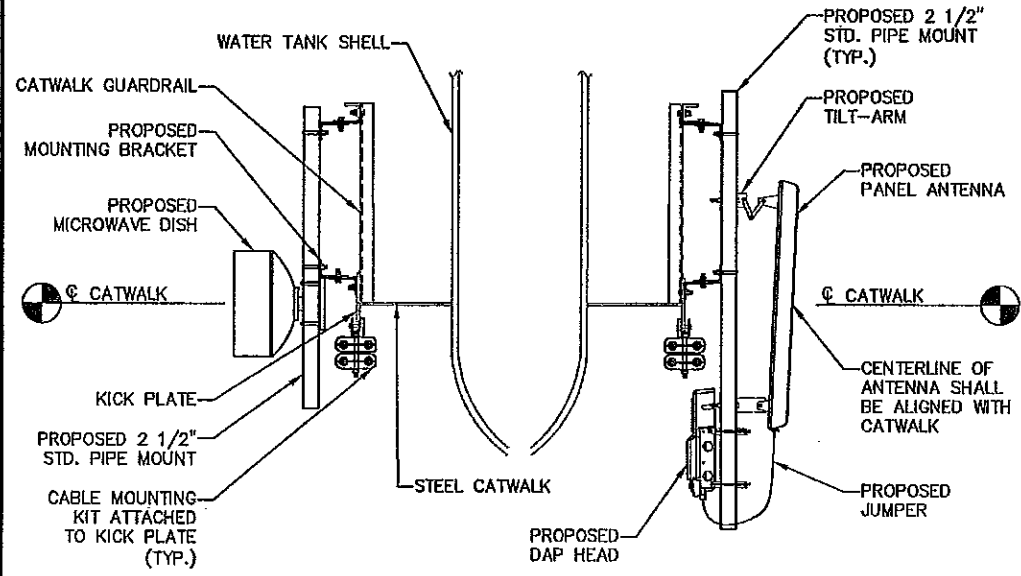
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A-1.3	0



TYPICAL ANTENNA AND MICROWAVE DISH ORIENTATION

1. PROVIDE 2 FT MIN. HORIZONTAL SEPARATION BETWEEN ALL AP AND M/W ANTENNAS AS MEASURED FROM THE EDGES OF RADOMES. IF POSSIBLE, ALLOW 4 FT HORIZONTAL SEPARATION WITH 746 AND 806 MHZ ANTENNAS.
2. ALLOW 1 FT MIN. AND PREFERABLY 2 FT OF VERTICAL SEPARATION BETWEEN ANTENNAS AS MEASURED FROM RADOMES EDGES
3. ALL ANTENNAS FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED
4. MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER.
5. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0". ANTENNA HEIGHTS ARE SHOWN ON TOWER ELEVATION DETAIL 2/A-1.
6. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTH WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
7. LOCAL MAGNETIC DECLINATION FACTOR, PER THE NATIONAL GEOPHYSICAL DATA CENTER, IS 5'0" W BY 0'7" W PER YEAR.

1 ANTENNA ORIENTATION PLAN
A-2 N.T.S.



ANTENNA/MICROWAVE MOUNT DETAIL
N.T.S.

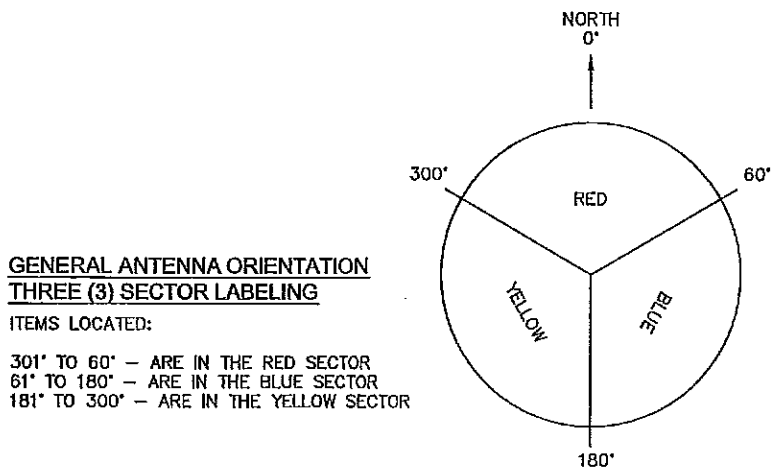
NOTES:

1. LABEL EACH ANTENNA ABOVE THE DOWN-TILT KNOB AND ON THE DOWN-TILT OUTER CAP WITH COLORED TAPE, LABEL AS FOLLOWS:
RED: RFU_1
BLUE: RFU_2
YELLOW: RFU_3
2. CONDUIT SHALL BE PLACED INSIDE CONDUIT RACEWAY AND ATTACHED TO TOWER WITH UNIVERSAL SNAP-IN HANGERS AS REQUIRED

SECTOR DEGREE RANGE	MARKING METHOD COLORED BANDS	MARKING METHOD NUMBER OF BANDS
301° TO 60°	RED	SMALLEST # IN THIS RANGE = R1 NEXT LARGER # = R2
61° TO 180°	BLUE	SMALLEST # IN THIS RANGE = B1 NEXT LARGER # = B2
181° TO 300°	YELLOW	SMALLEST # IN THIS RANGE = Y1 NEXT LARGER # = Y2

4 ANTENNA AND MICROWAVE LABELING
A-2 N.T.S.

1. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS NOT REQUIRED).
2. FACILITY HAS NO PLUMBING.
3. FACILITY WILL BE INDEPENDENTLY POWERED WITH SEPARATE METER.
4. ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
5. CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL O.S.H.A. SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEAR WIRELESS, LLC.
6. CONTRACTOR SHALL PERFORM A SAFETY INSPECTION PRIOR TO COMMENCING ALL WORK AT A CLEAR WIRELESS, LLC LEASED OR OWNED SITE. CLEAR WIRELESS, LLC SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARD(S) FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO THE PROPERTY. ALL WORK SHALL BE HALTED UNTIL THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF POSSIBLE, SHOULD BE CORRECTED BY THE CONTRACTOR WHILE ON SITE AFTER THE CONTRACTOR HAS NOTIFIED CLEAR WIRELESS, LLC OF THE HAZARD AND HAS RECEIVED APPROVAL FROM CLEAR WIRELESS, LLC TO PERFORM THE CORRECTION.
7. TOWER MODIFICATIONS, IF REQUIRED, ARE TO BE COMPLETED BEFORE THE INSTALLATION OF ANY EQUIPMENT.



GENERAL ANTENNA ORIENTATION
THREE (3) SECTOR LABELING

ITEMS LOCATED:
301° TO 60° - ARE IN THE RED SECTOR
61° TO 180° - ARE IN THE BLUE SECTOR
181° TO 300° - ARE IN THE YELLOW SECTOR

3 ANTENNA SECTOR NAMING
A-2 N.T.S.

1P, 2P, & 3P
A/C
ADJ.
AFF
APPROX.
ASTM
AWG
A. OR AMP.
BLDG.
BLK.
BMR
B/S
CU.
C.O.
C.
C.B.
CKT.
CLG
CLR.
CONC.
CONS.
CONT.
C.F.C.I
DBL.
DIA., Ø
DIAG.
DIM.
DN
DTL, DETL
DWG.
DEF
EA.
EL, ELEV
ELECT
EQ.
EQUIP.
E.W.
EXIST.
EXT
EMT.
E.C.
EGB
FIN.
FLUOR.
FLR.
FT.
GRC.
G. OR GRD.
GA.
GALV
GC
GWB
GYP. BD.
HARD'WD
HORIZ.
HR
HT.
HVAC
I.D.
IN.
INFO
INSUL.
INT.
KW
LB(S)
MAX.
MECH
MET, MTL
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O.F.C.I.
OC, O/C
OD
OPG.
OPP

SINGLE POLE, TWO POLE, & THREE POLES
AIR CONDITIONING
ADJUSTABLE
ABOVE FINISH FLOOR
APPROXIMATELY
AMERICAN SOCIETY FOR TESTING AND MATERIALS
AMPERE
BUILDING
BLOCK
BASE MOBILE RADIO
BUILDING STANDARD
COPPER
CONDUIT ONLY
CONDUIT SIZE AS NOTED
CIRCUIT BREAKER
CIRCUIT
CEILING
CLEAR
CONCRETE
CONSTRUCTION
CONTINUOUS
CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DOUBLE
DIAMETER
DIAGONAL
DIMENSION
DOWN
DETAIL
DRAWING
DUAL ELEMENT FUSES
EACH
ELEVATION
ELECTRICAL
EQUAL
EQUIPMENT
EACH WAY
EXISTING
EXTERIOR
ELECTRICAL METALLIC TUBING (THIN WALL)
ELECTRICAL CONTRACTOR
EQUIPMENT GROUND BUS
FINISH
FLUORESCENT
FLOOR
FOOT
GALVANIZED RIGID CONDUIT
GROUND
GAUGE
GALVANIZE(D)
GENERAL CONTRACTOR
GYPSUM WALL BOARD
GYPSUM BOARD
HARDWOOD
HORIZONTAL
HOUR
HEIGHT
HEATING, VENTING AND AIR CONDITIONING
INSIDE DIAMETER
INCH
INFORMATION
INSULATION
INTERIOR
KILOWATTS
POUND(S)
MAXIMUM
MECHANICAL
METAL
MANUFACTURER
MANAGER
MINIMUM
MISCELLANEOUS
MAIN GROUND BUS
MOUNTED
NEUTRAL
NOT APPLICABLE
NOT IN CONTRACT
NOT TO SCALE
OWNER FURNISHED, CONTRACTOR INSTALLED
ON CENTER
OUTSIDE DIAMETER
OPENING
OPPOSITE

OE
OT
PVC.
PLYWD.
PR
PROJ
PROP
PT
RECP.T.
REQ'D
RM
R.A.
SWITCH
SHT
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SPEC.
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VERT.
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WIN
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W
U.P.
XFMR

OVERHEAD ELECTRIC
OVERHEAD TELEPHONE
SCHEDULE 40 PLASTIC CONDUIT
PLYWOOD
PAIR
PROJECT
PROPERTY
PRESSURE TREATED
RECEPTACLE
REQUIRED
ROOM
ROUGH OPENING

SHEET
SIMILAR
SPECIFICATION
SQUARE
STAINLESS STEEL
STEEL
STRUCTURAL
SUSPENDED
SHEET VINYL
THROUGH
TINNED
TOP OF CONCRETE
TOP OF MASONRY
TYPICAL
UNLESS OTHERWISE NOTED
UNIFORM BUILDING CODE
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE
VERTICAL
VERIFY IN FIELD
VINYL TILE
WITH
WINDOW
WITHOUT
WATTS
WEATHERPROOF
TRANSFORMER

△ = REVISION
① = KEY NOTES
①/A-1 = DETAIL REFERENCE
① = KEYED NOTES

①/A-1 = ELEVATION REFERENCE
①/A-1 = SECTION REFERENCE

↑ = NORTH ARROW

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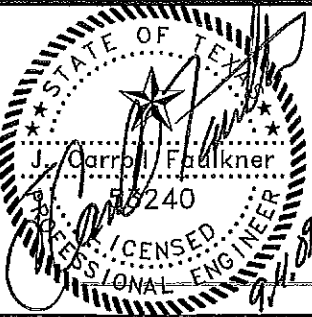
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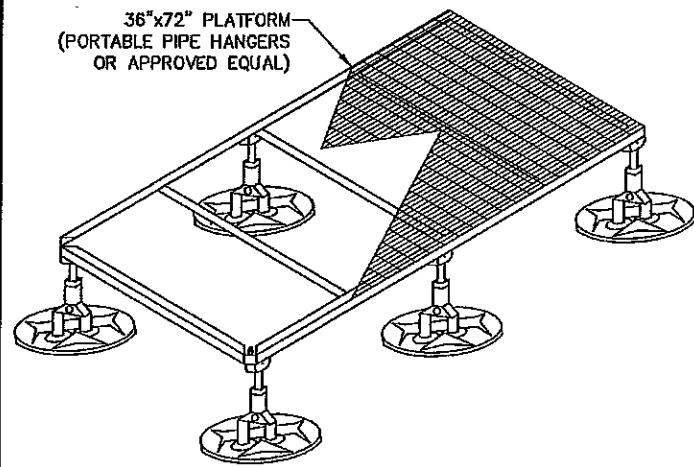
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1	08/19/09	PRELIM CONSTRUCTION DWGS	LG	TB	TB
0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB

SCALE: AS SHOWN | DESIGNED: TB | DRAWN: CS

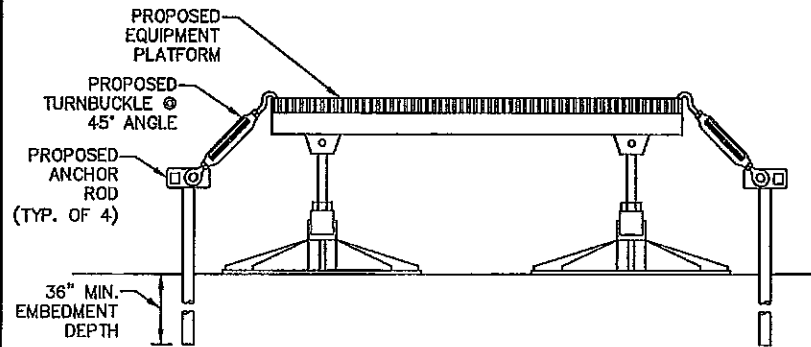


DETAILS AND NOTES

DRAWING NUMBER	REV
A-2	0

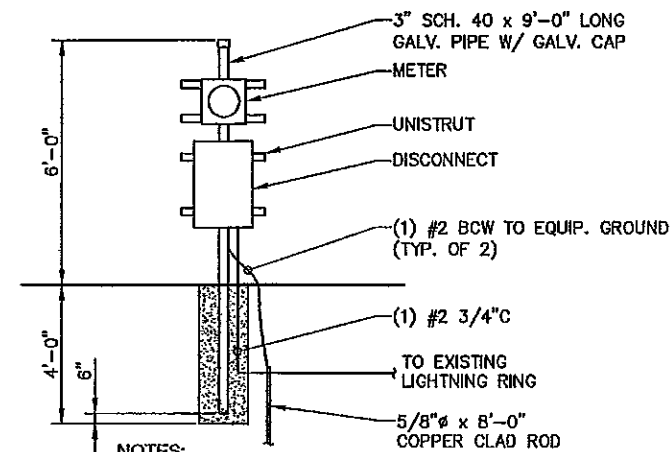


1 36" X 72" PLATFORM DETAIL
A-3 N.T.S.



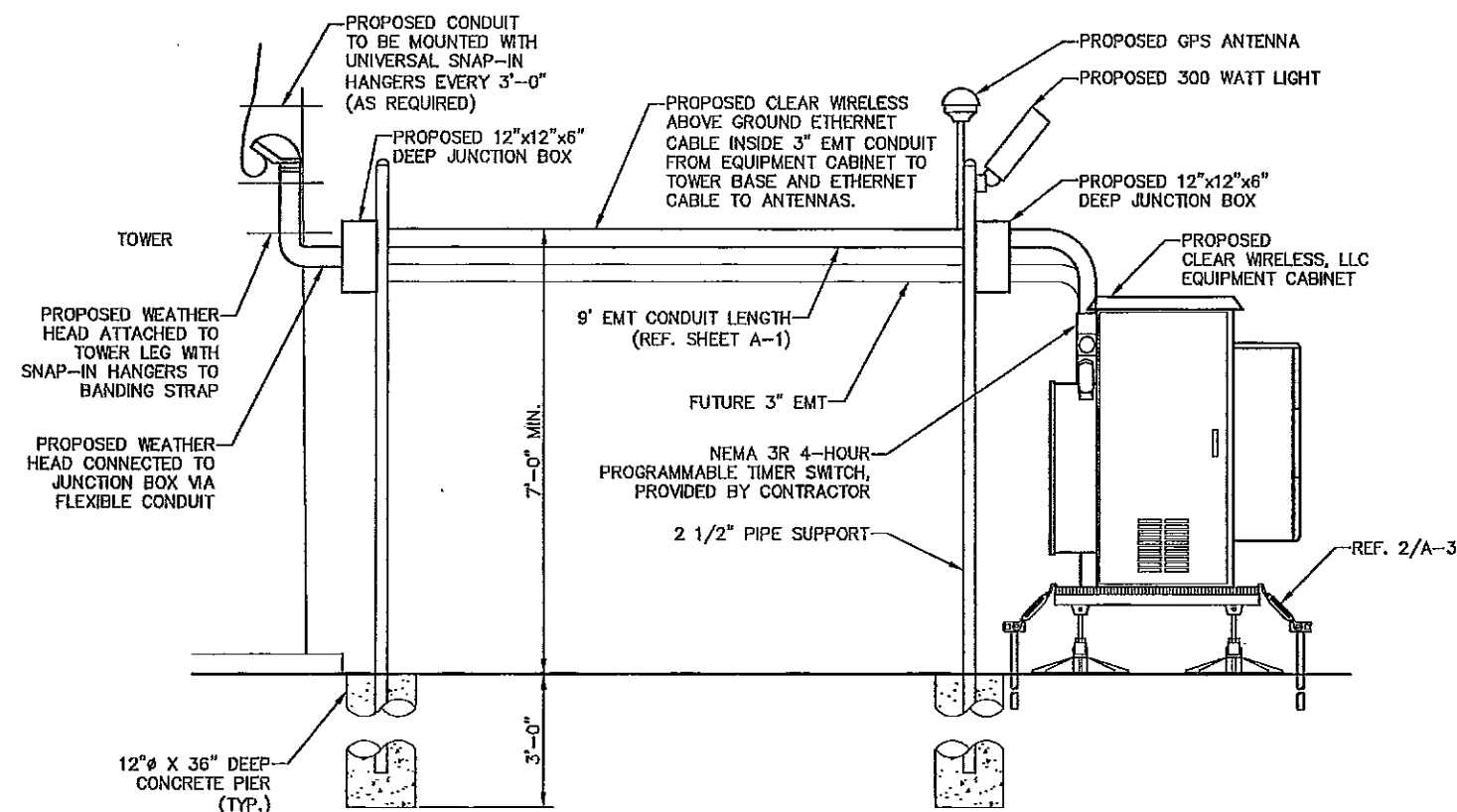
- NOTES:
1. PROPOSED ANCHOR ROD WITH TURNBUCKLE TO BE INSTALLED AT FOUR CORNERS OF EQUIPMENT PLATFORM FOR STABILITY.
 2. ANCHOR RODS TO BE EMBEDDED 36" MIN. BELOW GRADE.

2 TURNBUCKLE STABILIZER
A-3 N.T.S.

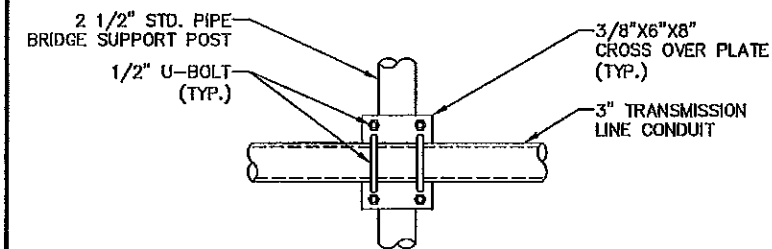


- NOTES:
1. CONTRACTOR TO COMPLY WITH LOCAL JURISDICTIONS FOR METER SPECIFICATIONS.
 2. ALL MATERIALS FURNISHED BY CONTRACTOR U.N.O.

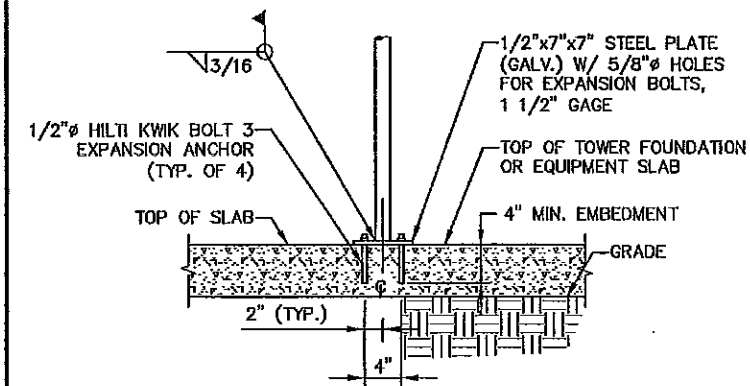
3 H-FRAME (IF APPLICABLE)
A-3 N.T.S.



6 ELEVATION
A-3 N.T.S.



4 CONDUIT SUPPORT AT INTERMEDIATE SUPPORT POST (IF REQUIRED)
A-3 N.T.S.



5 CONCRETE SLAB OR CONCRETE EXPANSION CONNECTION
A-3 N.T.S.

GENERAL NOTES:

1. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENTS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
2. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
3. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS, ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
4. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
5. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1.96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
6. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS NOTED OTHERWISE. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
7. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT TIE WRAPS OR STAINLESS STEEL HARDWARE.
8. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM THE ENGINEER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
9. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS.
10. CONCRETE FOR THE EQUIPMENT PAD SHALL BE 4000 PSI NORMAL WEIGHT CONCRETE WITH FIBERMESH ADMIXTURE. CONTRACTOR MAY USE APPROVED PRECAST EQUIVALENT.
11. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
12. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
13. ALL FIELD CUT METAL WILL BE SCRAPPED OF ANY RUST AND COLD GALVANIZED.
14. RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNISTRUT ENDS.

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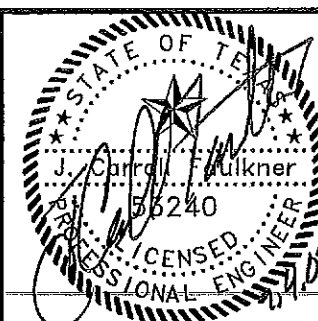
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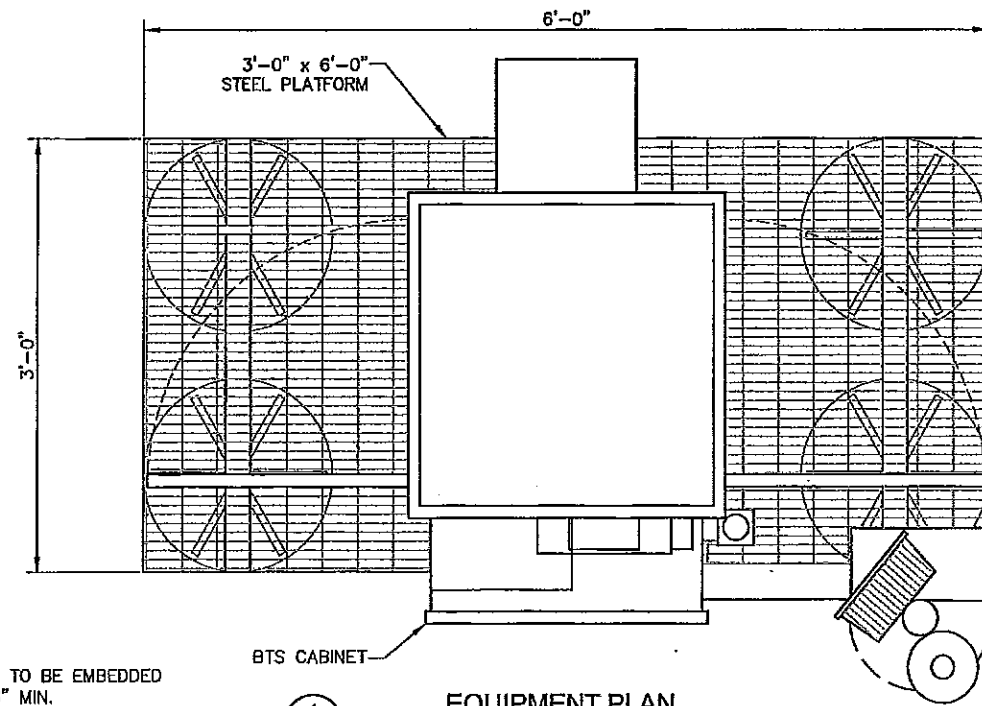
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0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB
SCALE: AS SHOWN			DESIGNED: TB	DRAWN: CS	



STRUCTURAL
NOTES,
SECTIONS,
AND DETAILS

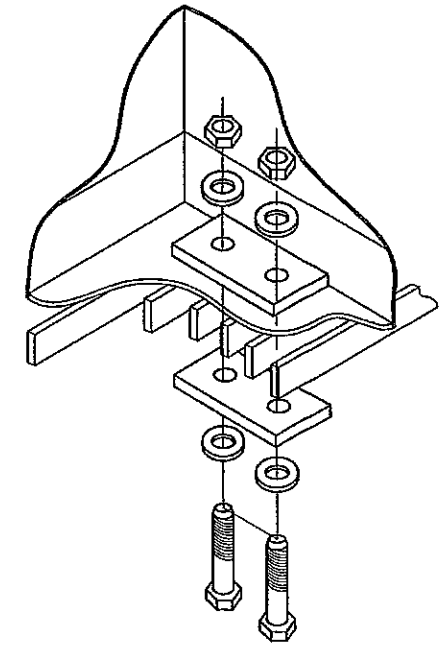
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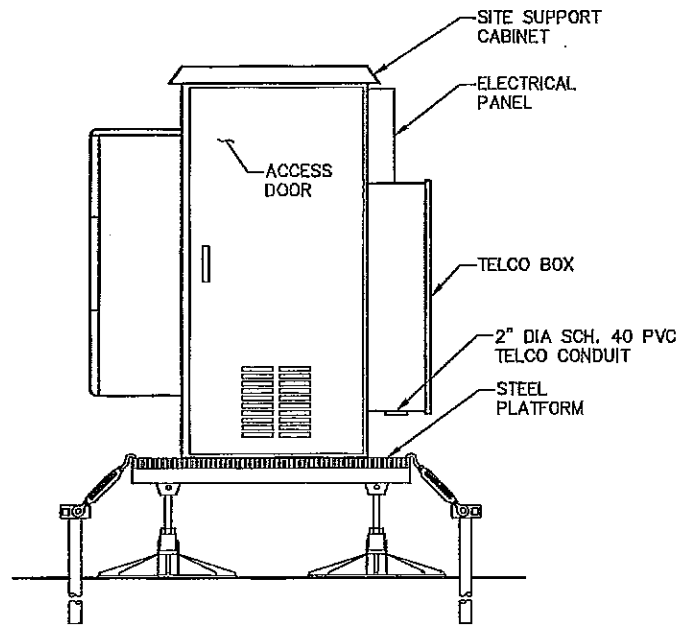
NOTE:
ANCHOR RODS TO BE EMBEDDED
IN GROUND 36" MIN.

1
A-4
EQUIPMENT PLAN
SCALE: 3/4" = 1'-0"

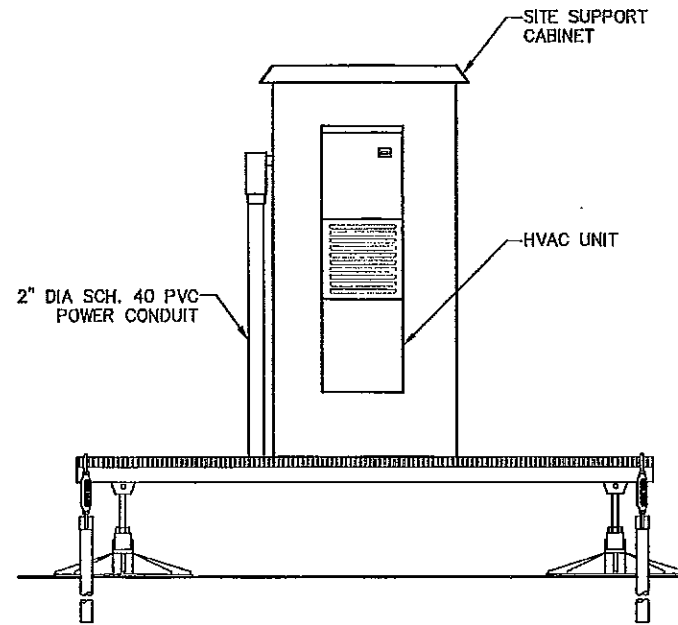
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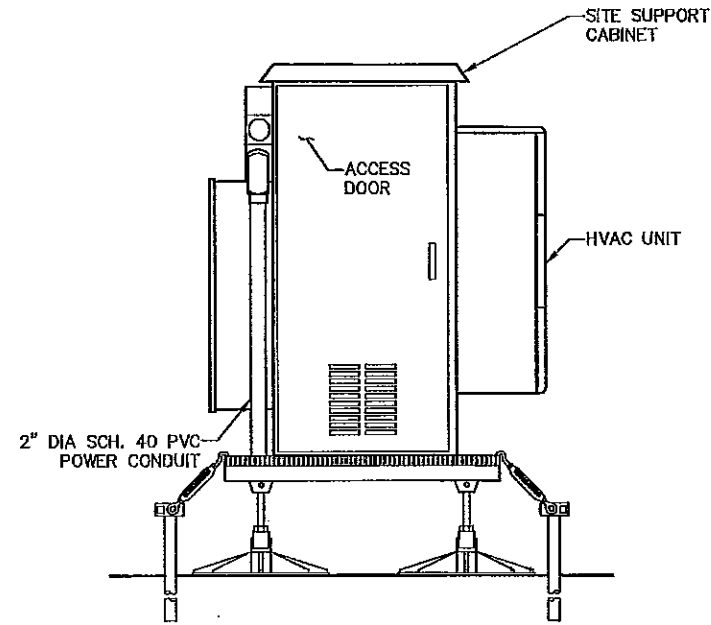
3
A-4
CABINET MOUNTING
DETAIL ON GRATING
N.T.S.



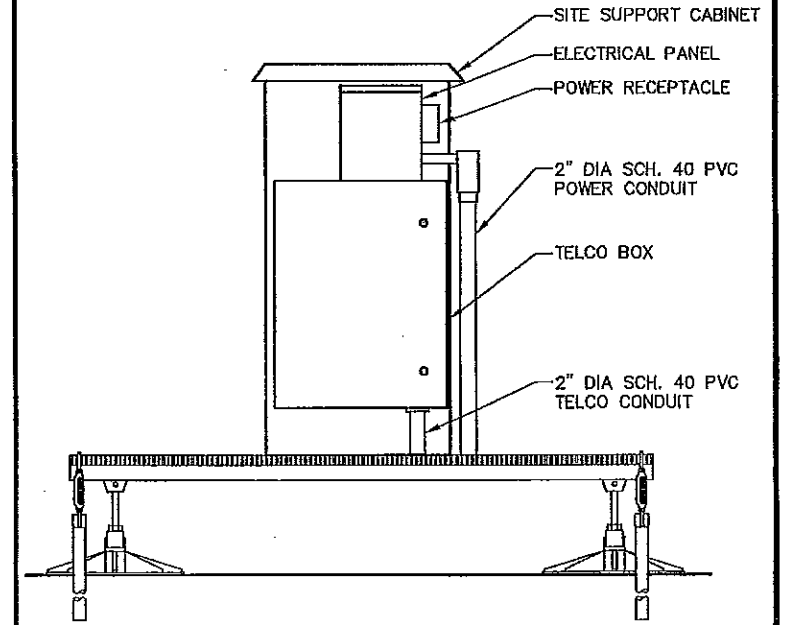
4
A-4
CABINET MOUNTING DETAIL
N.T.S.



5
A-4
CABINET MOUNTING DETAIL
N.T.S.



6
A-4
CABINET MOUNTING DETAIL
N.T.S.



7
A-4
CABINET MOUNTING DETAIL
N.T.S.



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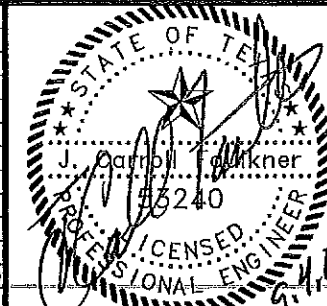


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0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB
SCALE: AS SHOWN			DESIGNED: TB		DRAWN: CS

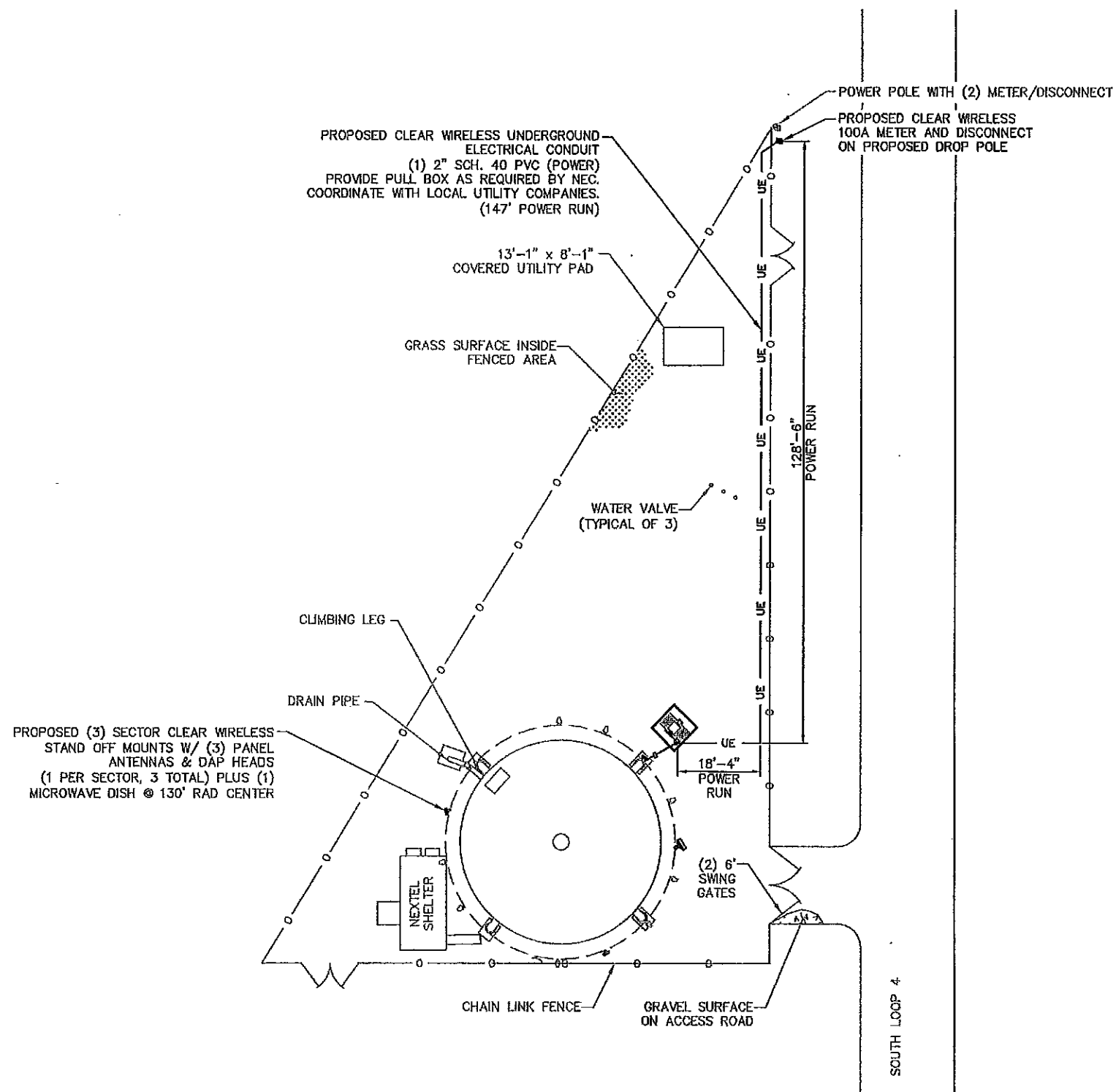


EQUIPMENT
DETAILS

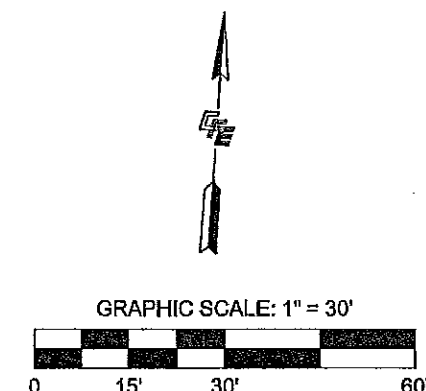
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A-4	0

GENERAL NOTES:

1. WIRING SHALL BE AWG STRANDED COPPER WITH THHN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED IN 1/2" MINIMUM CONDUIT. SIGNAL WIRING SHALL BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.
2. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
3. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 - A. AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
 - B. UNDERWRITER'S LABORATORY (UL)
 - C. NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
 - D. AMERICAN STANDARDS ASSOCIATION (ASA)
 - E. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
4. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 - F. NATIONAL ELECTRIC CODE (NFPA 70)
 - G. THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
 - H. THE LIFE SAFETY CODE (NFPA 101)
 - I. LOCAL BUILDING CODES
5. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR.
6. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
7. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL, NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE OF SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
8. LABEL ALL EQUIPMENT SERVED FROM CLEAR WIRELESS, LLC PANELBOARD WITH PHENOLIC LABELS SIZED IN RELATION TO USAGE.
9. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE.
10. WHERE EMT IS USED, IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
11. CONTRACTOR TO PROVIDE AND INSTALL ENGRAVED LABEL ON THE CLEAR WIRELESS, LLC METER SOCKET ENCLOSURE.



1
E-1
ELECTRICAL PLAN



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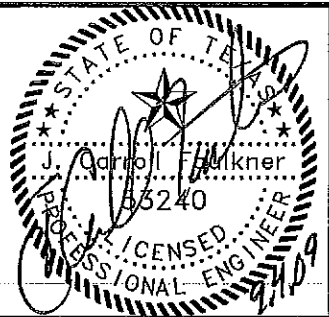
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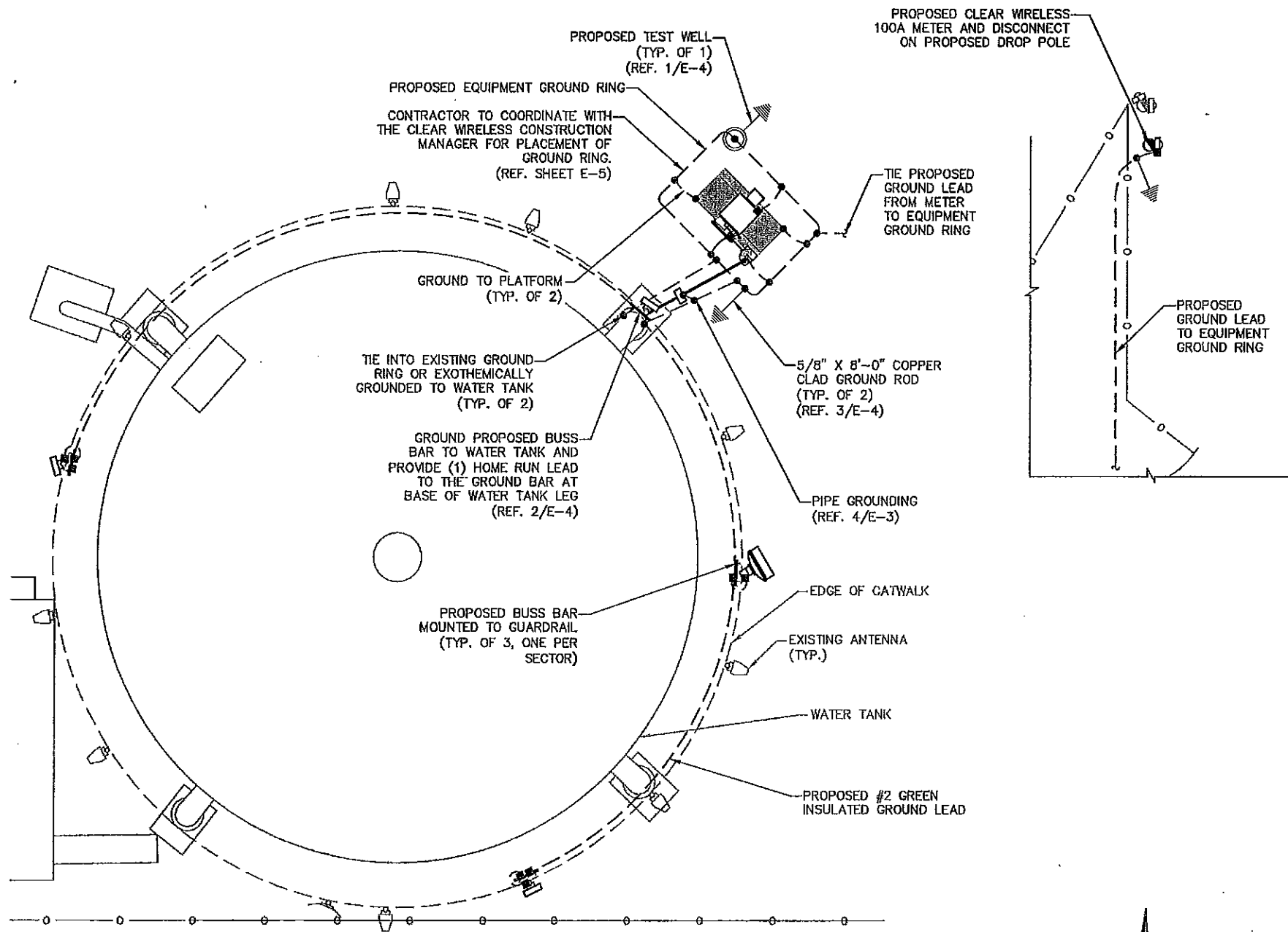
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ELECTRICAL SITE PLAN

DRAWING NUMBER	REV
E-1	0



GROUNDING SPECIFICATIONS:

1. GROUNDING IS REQUIRED FOR FACILITIES AND STRUCTURES TO REDUCE THE HAZARDS OF ELECTRICAL SHOCK TO PERSONNEL, PROTECT WIRING AND COMPONENTS FROM DAMAGE, REDUCE LONGITUDINAL CURRENTS AND REDUCE NOISE.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRIC CODE.
3. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
4. GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS AND CEILING. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
5. EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
6. ALL CONDUCTORS USED IN THE GROUND RING AND GROUND RING STUBS SHALL BE #2 SOLID WIRE. ALL STUBS SHALL BE CONNECTED TO THE GROUND RING USING EXOTHERMIC WELDS WITH TAC 2 BY 2 MOLDS AND #90 WELD METAL.

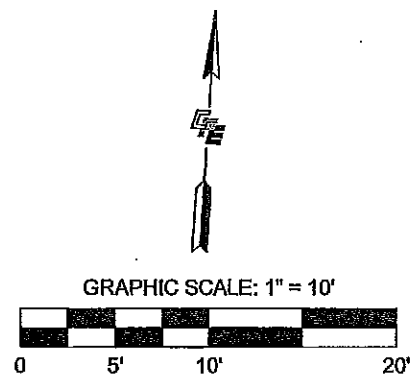
GROUND RING INSTALLATION:

1. THE TRENCH FOR THE GROUND RING SHALL BE A MINIMUM OF 2 FEET DEEP OR BELOW THE FROST LINE.
2. THE TRENCH SHALL BE INSTALLED AROUND THE CLEAR WIRELESS EQUIPMENT PLATFORM AND TO THE TOWER WHERE THE BOTTOM BUSS BAR WILL BE INSTALLED.
3. ONCE ALL THE DIRT IS REMOVED FROM THE TRENCH, THE GROUND RODS WILL BE SPACED AT A MINIMUM OF 8' APART FROM EACH OTHER. THE GROUND RODS WILL BE DRIVEN INTO THE GROUND TO A MAXIMUM OF 6" ABOVE THE GROUND AT TRENCH LEVEL. THE TOP OF THE GROUND ROD MUST BE 1'-6" BELOW GRADE.
4. AFTER THE GROUND RODS HAVE BEEN INSTALLED, MAKE A MEASUREMENT AND CUT FOR THE #2 WIRE TO BE INSTALLED FOR THE GROUND RING. ENSURE THE #2 WIRE IS LONG ENOUGH TO MAKE A CONTINUOUS RUN FOR THE GROUND RING.
5. THE GROUND RING MUST BE ONE WIRE AND SHOULD BE EXOTHERMICALLY WELDED AT THE END OF THE GROUND RING.
6. START AT ONE OF THE GROUND RODS PREVIOUSLY INSTALLED AND MAKE AN EXOTHERMIC WELD CONNECTION BETWEEN THE GROUND ROD AND THE #2 WIRE. CONTINUE THIS STEP UNTIL ALL GROUND RODS HAVE BEEN CONNECTED TO THE #2 WIRE FOR THE GROUND RING.
7. ONCE A CONTINUOUS RUN HAS BEEN MADE WITH THE #2 WIRE FROM EACH GROUND ROD, OVERLAP THE #2 WIRE BY 1' AND SPLICE THE #2 WIRE TO ITSELF WITH A 2 TO 2 EXOTHERMIC WELD MOLD. THIS SHOULD BE THE ONLY SPLICE MADE WITHIN THE GROUND RING.

GROUND RING CONNECTIONS:

1. GROUNDING CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELD UNLESS NOTED OTHERWISE.
2. CLEAN METAL TO SHINY METAL WHERE GROUND WIRES ARE EXOTHERMICALLY WELDED TO GALVANIZED SURFACES. TREAT ALL EXOTHERMIC WELDS WITH A GALVANIZING PAINT OR TOUCH UP WITH GALVANOX OR EQUIVALENT.
3. PRIOR TO INSTALLING LUGS ON GROUND WIRES AND/OR MAKING ANY OTHER MECHANICAL CONNECTIONS, APPLY GALVANOX OR EQUIVALENT. PRIOR TO BOLTING GROUND WIRES TO GROUND BARS, APPLY GALVANOX OR EQUIVALENT.
4. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL NUTS, BOLTS AND LOCK WASHERS 3/8" DIAMETER MINIMUM.
5. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO THE GROUND RING, INSTALL WIRE IN 1/2" PVC SLEEVE, FROM 1" ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL.
6. PREPARE BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTIOXIDATION PAINT.
7. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE (ABOVE GRADE COMPRESSION FITTINGS) OR EXOTHERMIC WELDS. SPLIT BOLTS ARE NOT ACCEPTABLE.
8. CONNECTIONS SHALL BE CRIMPED USING THE PROPER HYDRAULIC CRIMPING TOOL.
9. ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OR EQUIPMENT, AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL.

1
E-2
GROUNDING PLAN



LEGEND	
●	EXOTHERMIC WELD
■	MECHANICAL CONNECTION
---	#2 TINNED SOLID CONDUCTOR
⬅	GROUND ROD WITH EXOTHERMIC WELD
⊙	GROUND ROD WITH INSPECTION WELL

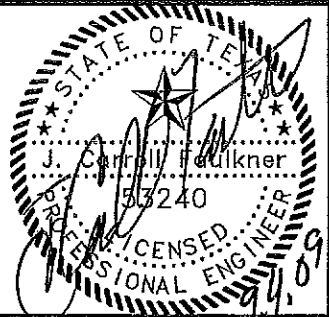
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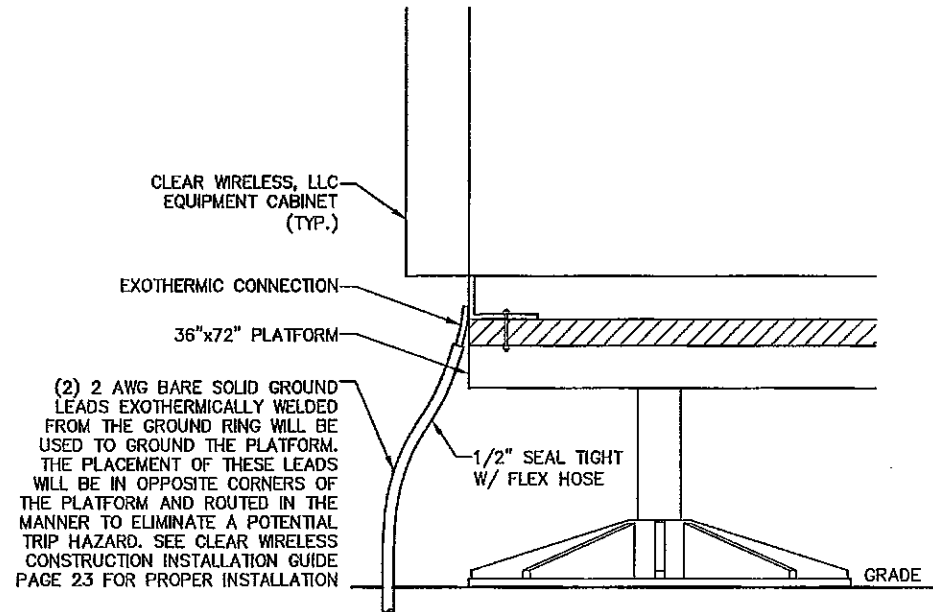
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 CLEAR WIRELESS, LLC
 4400 CARILLON POINT
 KIRKLAND, WA 98033
 TEL: 425.216.7600
 FAX: 425.216.7900

TX-AUS0163
 500 S. LOOP 4
 BUDA, TEXAS 78610
 HAYS COUNTY

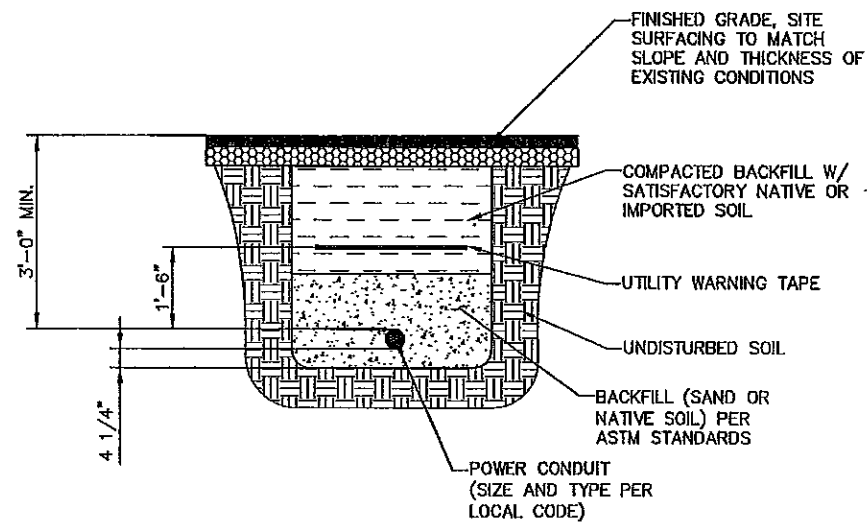
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1	08/19/09	PRELIM CONSTRUCTION DWGS	LG	TB	TB
0	05/26/09	PRELIM CONSTRUCTION DWGS	TB	TB	TB
0	05/04/09	LEASE EXHIBITS	JB	TB	TB
SCALE: AS SHOWN		DESIGNED: TB	DRAWN: CS		



GROUNDING PLAN	
DRAWING NUMBER	REV
E-2	0



1 PLATFORM GROUNDING DETAIL
E-3 N.T.S.

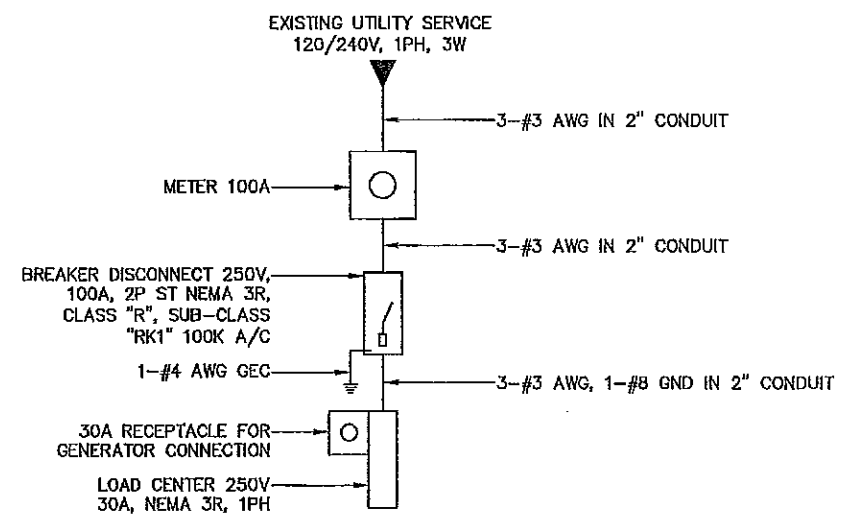


2 TYPICAL TRENCH SECTION
E-3 N.T.S.

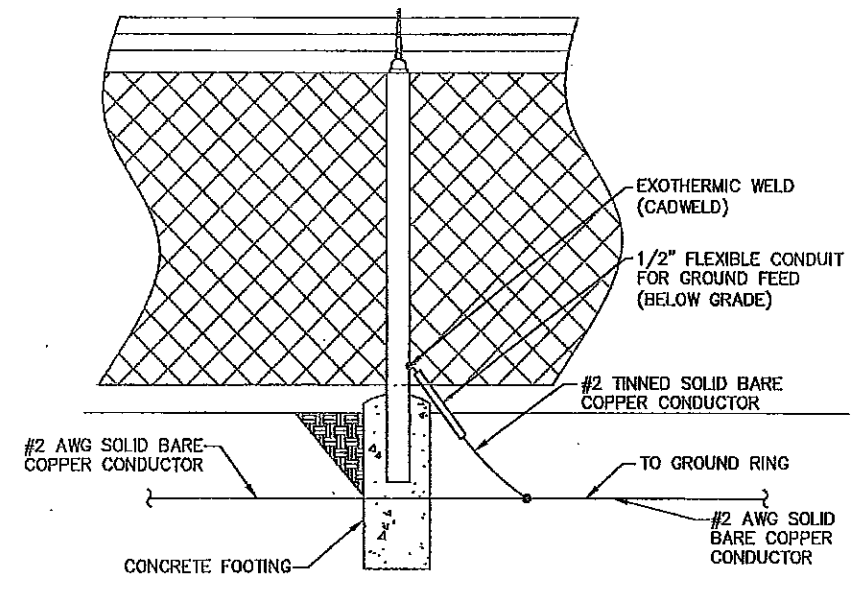
GENERAL NOTES:

- OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLEAR WIRELESS, LLC.
- SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
- REDLINED AS-BUILTS ARE TO BE DELIVERED TO CLEAR WIRELESS, LLC REPRESENTATIVE.
- PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
- FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
- ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEAR WIRELESS, LLC REPRESENTATIVE.
- CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
- PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
- REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY MANNER WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
- CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
- IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE. FEEDERS AND EQUIPMENT/ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
- CONTRACTOR SHALL VERIFY SEPARATION DISTANCE BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY, LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
- CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2(B).
- THE EQUIPMENT/PROTECTIONS MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCLUDING EQUIPMENT AND/OR UTILITY COMPANY AIC RATE.

NOTE:
FIELD VERIFY EXACT LOCATION OF UTILITY SERVICE. MAX. #3 CONDUCTOR LENGTH OF 350' FROM EXISTING UTILITY SERVICE TO LOAD CENTER.



3 ONE LINE DIAGRAM
E-3 N.T.S.



4 TYPICAL PIPE/FENCE GROUNDING DETAIL
E-3 N.T.S.



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TBPE NO. #7728



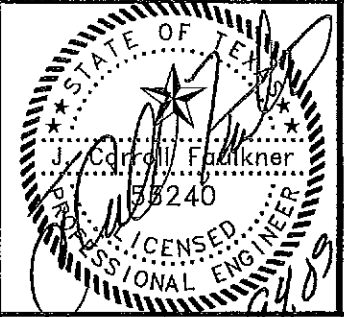
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0	05/04/09	LEASE EXHIBITS	JB	TB	TB

SCALE: AS SHOWN DESIGNED: TB DRAWN: CS



ELECTRICAL DETAILS

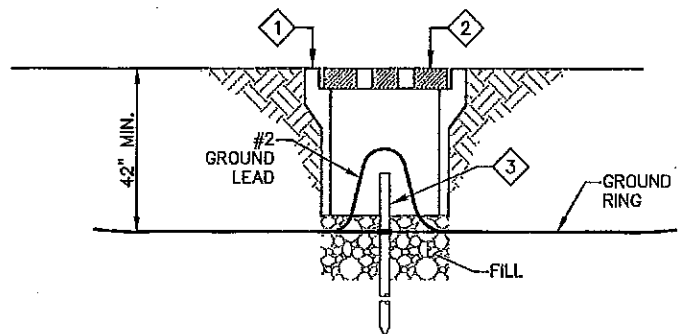
DRAWING NUMBER	REV
E-3	0

KEYED NOTES:

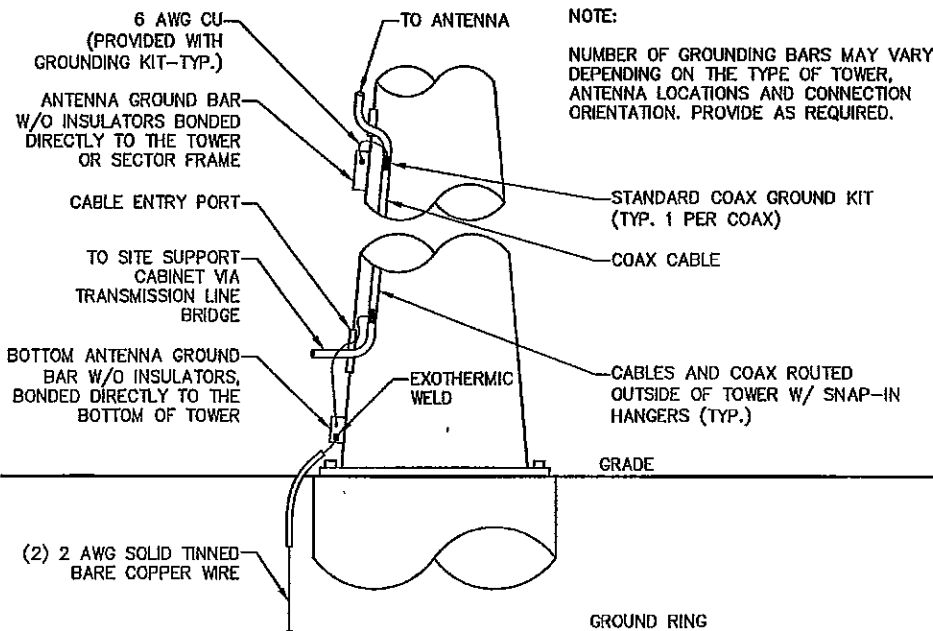
- 1 PVC OR CONCRETE 8" DIA. X 12" LONG GROUND
- 2 WELL-COVER-8" SCREW TYPE WITH ANTI-SEIZE LUBRICANT.
- 3 GROUND AND ROD CONNECTION (5/8")-#2 SOLID CONDUCTOR-CAD WELD TYPE GT CONNECTION CAD MOLD #GTC161T CAD WELD METAL #90

GENERAL NOTES:

- A. LOCATE GROUND ROD 2" OFF CENTER TO PROVIDE ADEQUATE WORKING SPACE.
- B. TOP OF GROUND TEST WELL TO BE FLUSHED WITH FINISHED SURFACE.
- C. MOLDS ARE CADWELD HEAVY DUTY.
- D. INSPECTION HAND HOLE MAY BE CONCRETE OR PVC AND SHALL BE A MINIMUM OF 8" IN WIDTH/DIAMETER

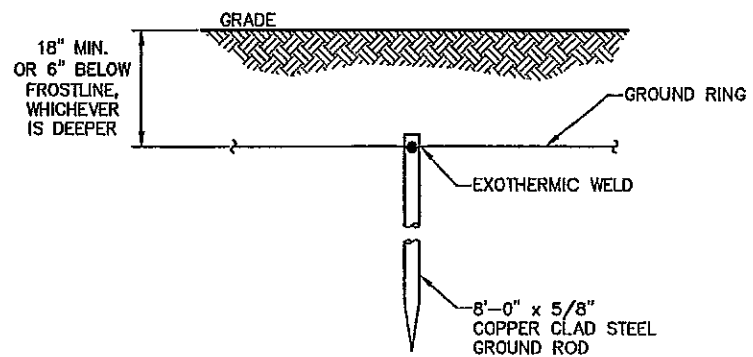


1
E-4
TYPICAL TEST WELL DETAIL
N.T.S.

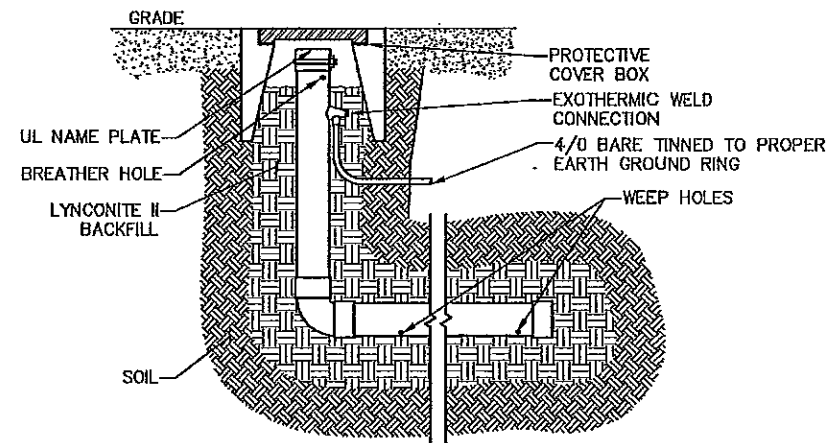


2
E-4
ANTENNA CABLE GROUNDING DETAIL
N.T.S.

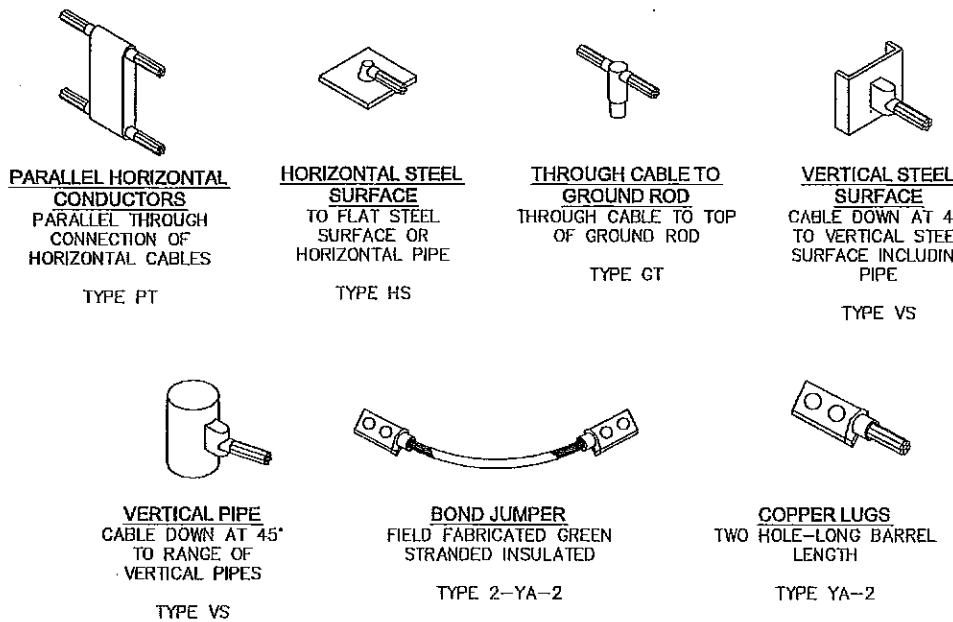
NOTE:
NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.



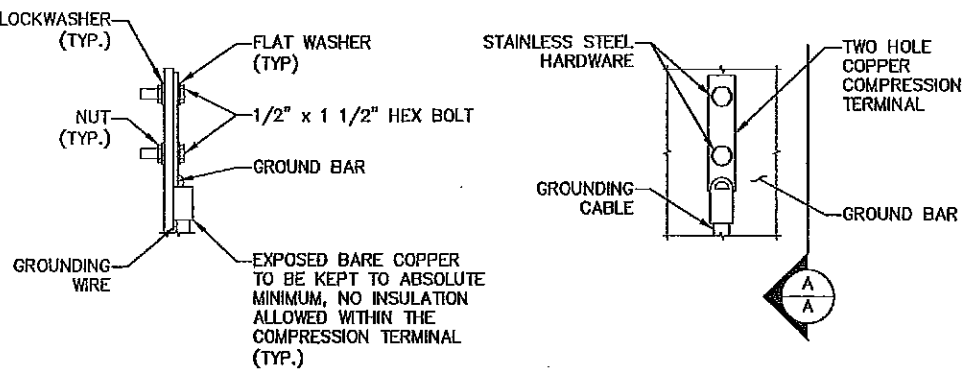
3
E-4
TYPICAL GROUND ROD DETAIL
N.T.S.



6
E-4
CHEMICAL ROD DETAIL
N.T.S.



4
E-4
TYPICAL CADWELD TYPES
N.T.S.



5
E-4
TYPICAL GROUND BAR CONNECTION DETAILS
N.T.S.

- NOTE:**
- 1. "DOUBLING UP" OR "STACKING" OF CONNECTIONS IS NOT PERMITTED
 - 2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS AND TO BE APPLIED PRIOR TO ADDING HARDWARE.

- 1) ALL GROUNDING DEVICES SHALL BE U.L APPROVED OR LISTED FOR THEIR INTENDED USE.
- 2) ROUTE GRADING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITHIN MANUFACTURER'S SPECIFICATIONS.
- 3) HARDWARE (I.E. NUTS, BOLTS, WASHERS, ETC) IS TO BE STAINLESS STEEL.
- 4) HARDWARE AND WIRES ARE SITE SPECIFIC AND SHALL BE CONTRACTOR SUPPLIED.
- 5) THE CONTRACTOR SHALL PROVIDE THE FOLLOWING GENERAL MATERIALS:
 - A) GROUND WIRES SHALL BE #2 SOLID WIRE UNLESS NOTED OTHERWISE
 - B) 1/2" PVC SLEEVE
 - C) SILICONE MATERIALS
 - D) GROUND RODS SHALL BE COPPER CLAD STEEL 5/8" X 8' (3/4" FOR CLASS 1 OR CLASS 2 REQUIREMENTS) SPACED NOT LESS THAN 8' O.C.
 - E) STAINLESS STEEL BOLTS, NUTS, AND LOCK WASHERS 3/8" DIAMETER MINIMUM
 - F) GALVANOX OR EQUIVALENT
 - G) TWO HOLE BOLTED TONGUE COMPRESSION
 - H) STAINLESS STEEL SELF-TAPPING SCREWS
 - I) GROUND BARS (SECTOR, COLLECTOR, MASTER) SHALL BE BARE ERITECH 1/4"x2"x10" COPPER; LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS.
- 6) THE HARDWARE SECURING THE MGB SHALL ELECTRICALLY INSULATE THE MGB FROM ANY STRUCTURE TO WHICH IT IS FASTENED.
- 7) ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDIGN SYSTEM CONDUCTORS AND PVC CONDUITS SHALL BE PVC TYPE (NON-CONDUCTIVE).
- 8) DO NOT USE METAL BRACKETS OR SUPPORTS WHICH FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.

TELECOM

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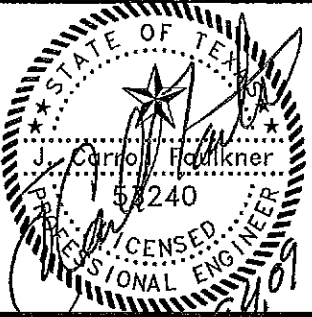
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super fast mobile internet

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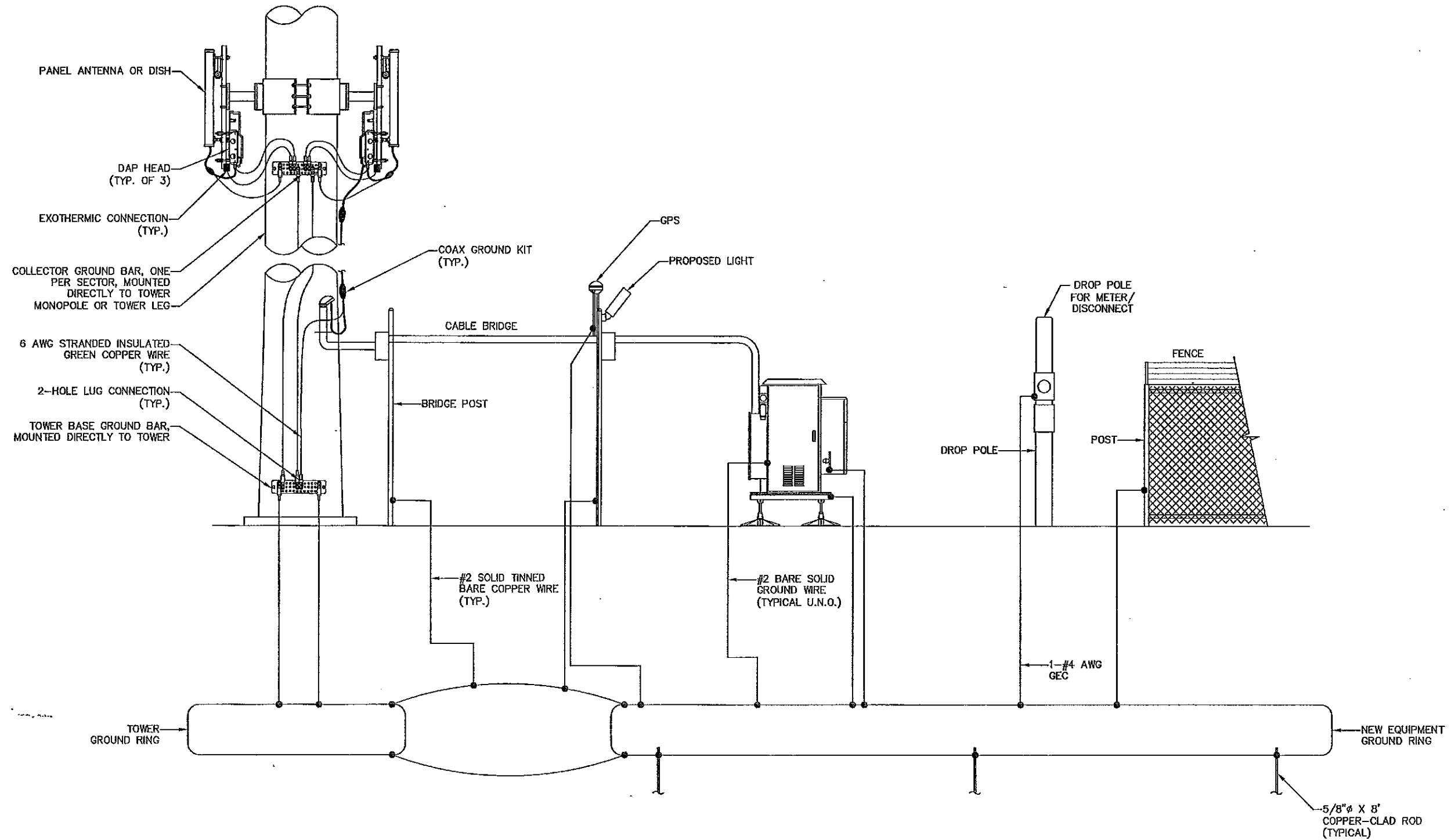
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SCALE: AS SHOWN			DESIGNED: TB	DRAWN: CS	



GROUNDING DETAILS AND NOTES

DRAWING NUMBER	REV
E-4	0



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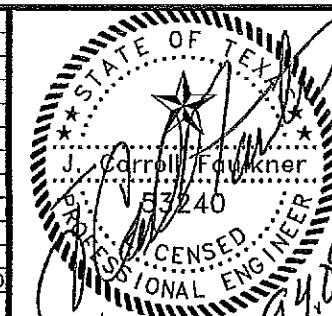


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SCALE: AS SHOWN			DESIGNED: TB	DRAWN: CS	



ANTENNA
 GROUNDING
 DETAILS

DRAWING NUMBER	REV
E-5	0



City Council Agenda Item Report

October 7, 2009

Agenda Item No. _____

Contact – Stanley R. Fees, P.E., CFM City Engineer 312-0084
sfees@ci.buda.tx.us

SUBJECT: Deliberation and possible action to accept the donation of Water and Wastewater Line Easements by Buda Wood Works, Davey Plumbing, Thomas and Theresa Lemman and Chisum Chance Inc. for the Rebel Drive Water and Wastewater Line extensions and authorizing the City Manager to execute the easements and contracts.

1. BACKGROUND/HISTORY

The City of Buda authorized Lockwood Andrews and Newnam (LAN) to proceed with easement acquisition for extending the waterline from Rebel Drive south along FM 967 and then east to Well #3. LAN was also authorized to proceed with easement acquisition for extending the wastewater line from Bella Vita Subdivision south along FM 967 approximately 1,450 lf to provide wastewater service to the properties along FM 967.

2. FINDINGS/CURRENT ACTIVITY

The Buda Wood Works property owners have agreed to a purchase price to cover the cost of relocating the fence for the water and wastewater line extensions. The City of Buda has agreed to waive the wastewater tap fees in exchange for donating the necessary water and wastewater easements. Davey Plumbing has agreed to a purchase price to cover the cost of damages to the sprinkler system. Chisum Chance Inc. and Thomas and Theresa Lemman have agreed to donate the necessary easements.

3. FINANCIAL IMPACT

The City will not collect the \$688 tap fee for each property.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends City Council accept the donation of the Water and Wastewater Line Easements by Buda Wood Works, Davey Plumbing, Thomas and Theresa Lemman and Chisum Chance Inc. for the Rebel Drive Water and Wastewater Line extensions and authorizing the City Manager to execute the easements and contracts.

"EXHIBIT A"

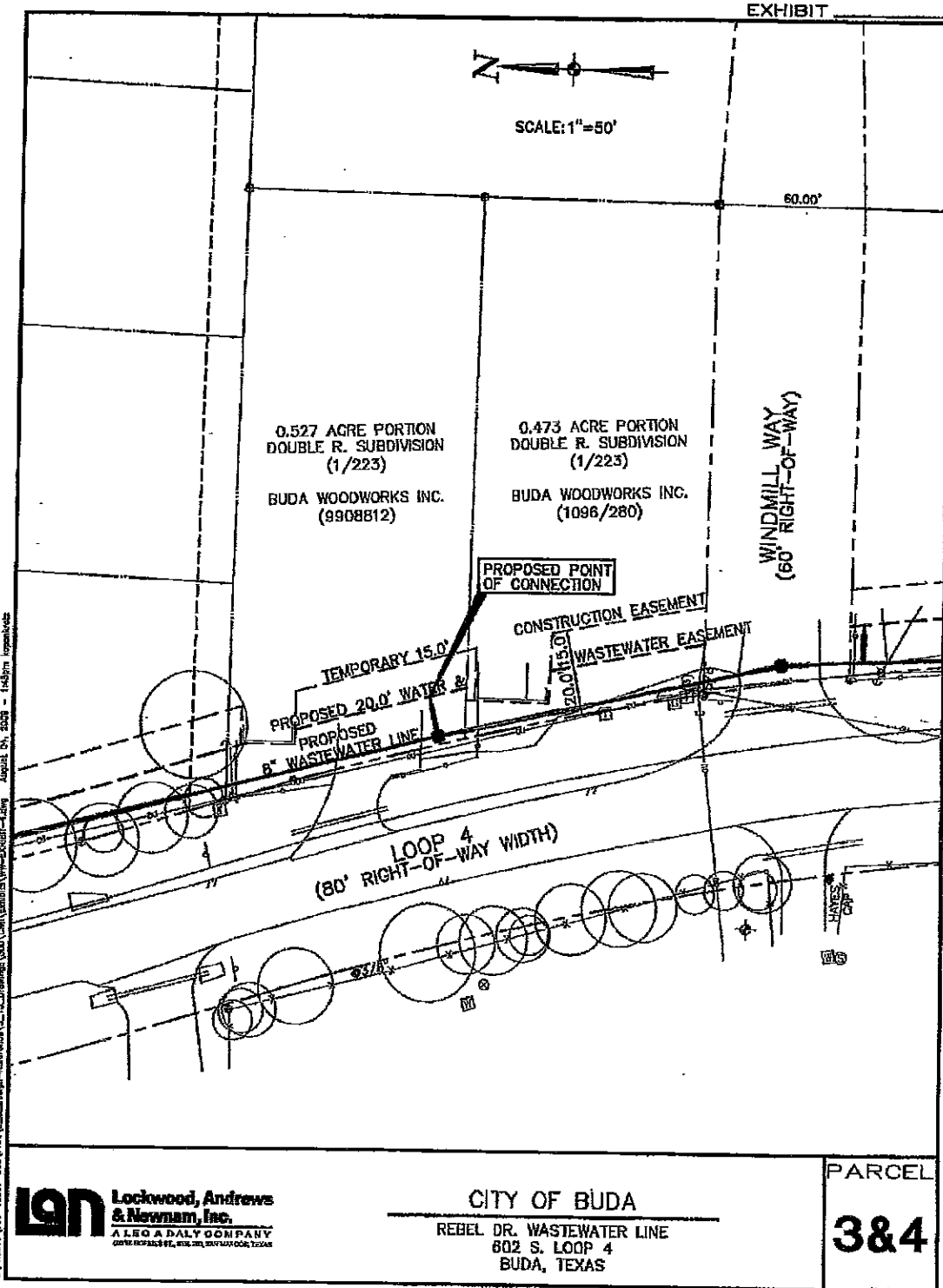


EXHIBIT "B"
Agreement for Water & Wastewater Easement

Date: _____, 2009

Grantors: BWB, Inc., a Texas corporation.

Grantor's Mailing Address: 602 S. Loop 4, Buda, Hays County, Texas 78610

Grantee/Holder: CITY OF BUDA, a Texas municipal corporation.

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of water and wastewater lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and

assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantor will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Covenants Running with the Land.* The parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Development described above.
8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

BWW, INC., A Texas corporation
By:

/Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by _____, as _____ of **BWW, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

ACCEPTED:

The City of Buda

By: _____
Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by **Kenneth Williams** City Manager of the City of Buda, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "B"
Agreement for Water & Wastewater Easement

Date: _____, 2009

Grantors: BWW, Inc., a Texas corporation.

Grantor's Mailing Address: 602 S. Loop 4, Buda, Hays County, Texas 78610

Grantee/Holder: CITY OF BUDA, a Texas municipal corporation.

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

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Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of water and wastewater lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

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assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantor will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Covenants Running with the Land.* The parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Development described above.
8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

BWW, INC., A Texas corporation
By:

/Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by
_____, as _____ of BWW, Inc., a Texas
corporation, on behalf of said corporation.

Notary Public, State of Texas

ACCEPTED:

The City of Buda

By: _____
Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by
Kenneth Williams City Manager of the City of Buda, a Texas Municipal Corporation, on behalf of said
Municipal Corporation.

Notary Public, State of Texas

Exhibit "A"

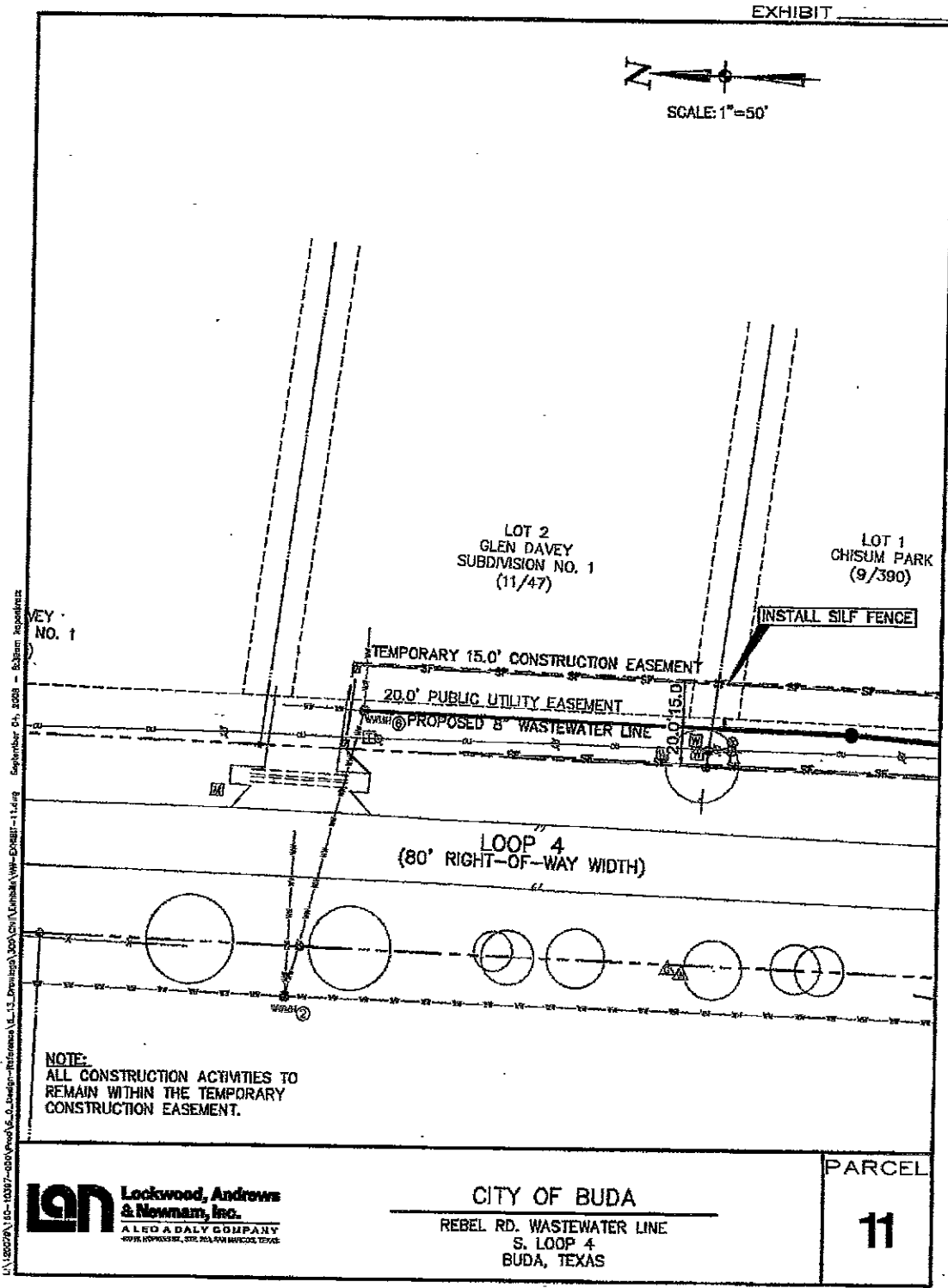


Exhibit "B"

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THAT GLEN & CARRIE DAVEY LIVING TRUST of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantors, in hand paid by the City of Buda, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Buda, a municipal corporation situated in the County of Hays, State of Texas, a Temporary Construction Easement, ("Easement") to be used during the initial construction period only, upon and across the abutting land, to-wit

The temporary construction easement area being described as all that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas described on EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the same during the initial construction period to the City of Buda, it's successors and assigns, together with the right and privilege at any and all times during the initial construction period to enter said easement premises for the purposes of construction, reconstruction, construction excavation, temporary access, traffic re-routing, spoil storage, equipment storage, and any and all other uses necessary or desirable to effectuate construction of a waterline transmission main all upon the condition that the City of Buda will after doing any work in connection with the construction of said project repair and restore premises to a like condition that existed prior to construction to the extent such restoration is reasonably feasible.

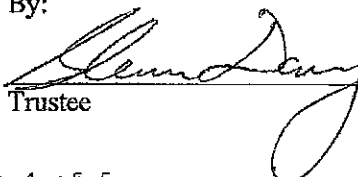
The Temporary Construction Easement shall automatically expire upon the earlier of (a) completion of the construction of the waterline and wastewater line project or (b) three (3) years from the date hereof.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Hays County, Texas.

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this 4th day of September 2009.

GLEN & CARRIE DAVEY LIVING TRUST

By:


Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on this the 4 day of Sept, 2009 by
Glenn Davey, Trustee, of the GLEN & CARRIE DAVEY LIVING TRUST.



Karen S. Jones
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THAT CHISUM CHANCE, INC., a Texas Corporation, of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash, a right to connect to the city wasterline through a stub out connection provided by the City, and other good and valuable consideration to Grantors, in hand paid by the City of Buda, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Buda, a municipal corporation situated in the County of Hays, State of Texas, a Temporary Construction Easement, ("Easement") to be used during the initial construction period only, upon and across the abutting land, to-wit

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The Temporary Construction Easement shall automatically expire upon the earlier of (a) completion of the construction of the waterline and wastewater line project or (b) three (3) years from the date hereof.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Hays County, Texas.

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this 8 day of SEPT., 2009.

CHISUM CHANCE, INC., a Texas Corporation

By:



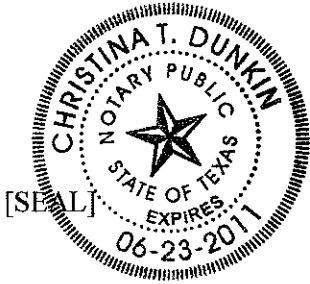
Title PRES.

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ HAYS §

This instrument was acknowledged before me on September 8, 2009 by Michael Thames, as the [title] President of CHISUM CHANCE, INC., a Texas Corporation, on behalf of said corporation.

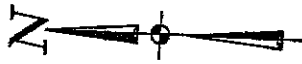


Christina J. Dunkin
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666

EXHIBIT



SCALE: 1"=50'

LOT 2
CHISUM PARK
(9/390)

LOT 3
CHISUM PARK
(9/390)

LOT 7
POSSUM TROT
PARK
(2/13)

LOT 6
POSSUM TROT
PARK
(2/13)

THOMAS E. AND
THERESA C.
LEMMAN
(3371/262)

PROPOSED POINT
OF CONNECTION

TEMPORARY 15.0'
CONSTRUCTION EASEMENT

20.0' PUBLIC
UTILITY EASEMENT

PROPOSED 8" WASTEWATER LINE

REBEL DRIVE
(50' RIGHT-OF-WAY WIDTH)

LOOP 4
(80' RIGHT-OF-WAY WIDTH)

L:\120076\150-10387-000\Prod\5_0_Design-References\5_1_3_Drawing\300\Civil\Exhibits\WV-EXHIBIT-7.dwg August 04, 2009 - 2:14pm koppenrath

LAN Lockwood, Andrews
& Newman, Inc.
A LEG A DALY COMPANY
800 W. HICKENS ST., STE. 200, SAN MARCOS, TEXAS

CITY OF BUDA

REBEL DR. WASTEWATER LINE
S. LOOP 4
BUDA, TEXAS

PARCEL

8

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THAT CHISUM CHANCE, INC., a Texas Corporation, of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash, a right to connect to the city wasterline through a stub out connection provided by the City, and other good and valuable consideration to Grantors, in hand paid by the City of Buda, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Buda, a municipal corporation situated in the County of Hays, State of Texas, a Temporary Construction Easement, ("Easement") to be used during the initial construction period only, upon and across the abutting land, to-wit

The temporary construction easement area being described as all that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas described on EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

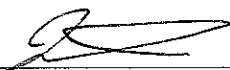
TO HAVE AND TO HOLD the same during the initial construction period to the City of Buda, it's successors and assigns, together with the right and privilege at any and all times during the initial construction period to enter said easement premises for the purposes of construction, reconstruction, construction excavation, temporary access, traffic re-routing, spoil storage, equipment storage, and any and all other uses necessary or desirable to effectuate construction of a wastewater line and a waterline transmission main all upon the condition that the City of Buda will after doing any work in connection with the construction of said project repair and restore premises to a like condition that existed prior to construction to the extent such restoration is reasonably feasible.

The Temporary Construction Easement shall automatically expire upon the earlier of (a) completion of the construction of the waterline and wastewater line project or (b) three (3) years from the date hereof.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Hays County, Texas.

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this 5 day of SEPT., 2009.

CHISUM CHANCE, INC., a Texas Corporation
By:



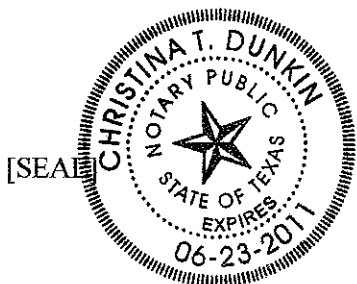
Title PR.F.

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ HAYS §

This instrument was acknowledged before me on September 8, 2009 by Michael Thames, as the [title] President of CHISUM CHANCE, INC., a Texas Corporation, on behalf of said corporation.



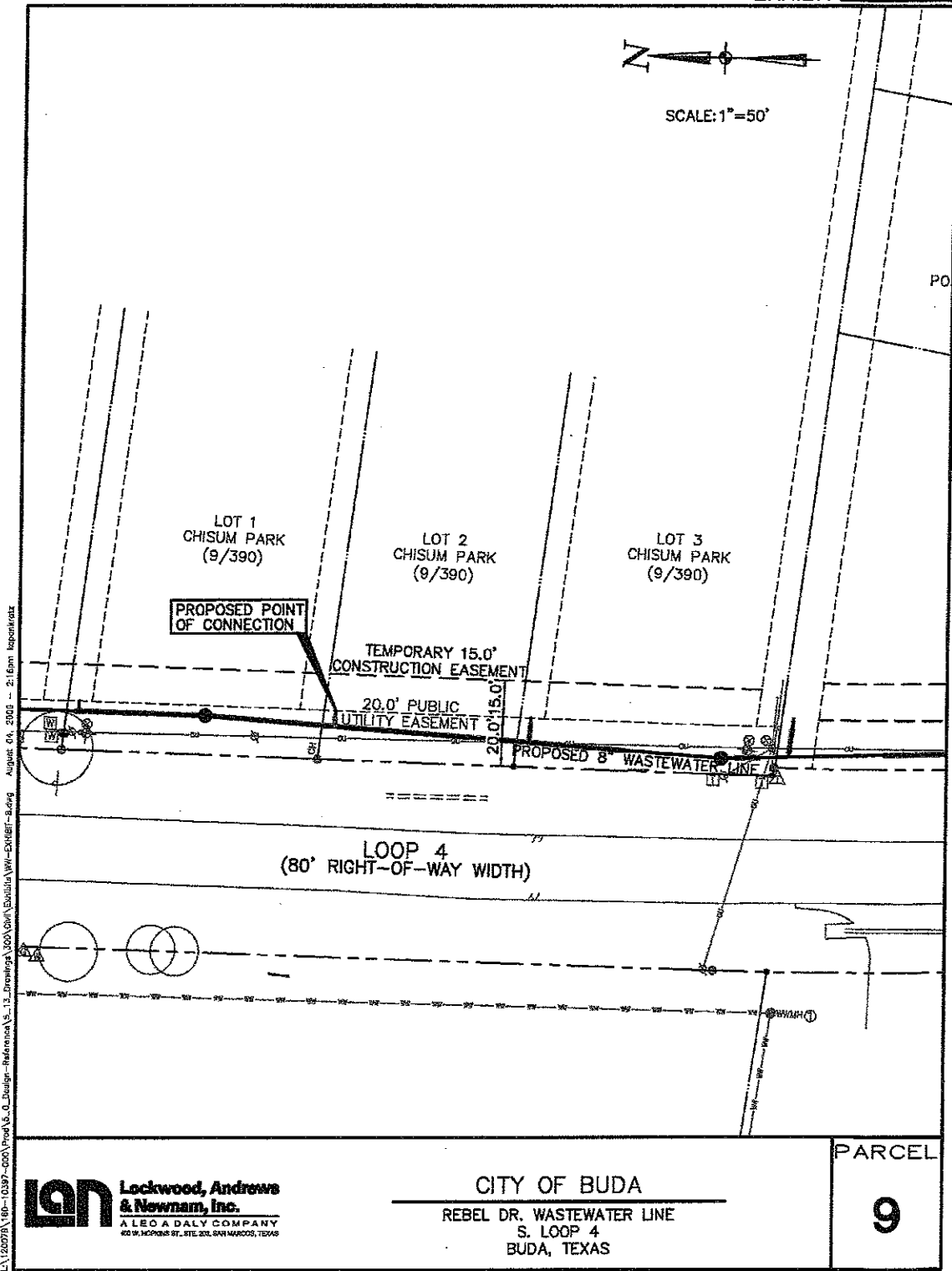
Christina J. Dunkin
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666

EXHIBIT "A"

EXHIBIT



L:\120079A\160-0397-000\Prod\A_S_0_Design-Hadriana\A_S_12_Drawing\300\DWG\Exhibit\W-EXHIBIT-8.dwg August 04, 2003 - 2:16pm hadriana

LAN Lockwood, Andrews & Newnam, Inc.
 A LEICA DALY COMPANY
 60 W. MC PHERSON ST., STE. 200, DALLAS, TEXAS

CITY OF BUDA
 REBEL DR. WASTEWATER LINE
 S. LOOP 4
 BUDA, TEXAS

PARCEL
9

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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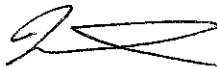
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CHISUM CHANCE, INC., a Texas Corporation
By:



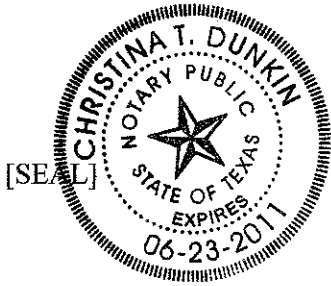
Title Pres.

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ HAYS §

This instrument was acknowledged before me on September 8, 2009 by Michael Thames, as the [title] President of CHISUM CHANCE, INC., a Texas Corporation, on behalf of said corporation.



Christina J. Dunkin
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666



SCALE: 1"=50'

LOT 2
GLEN DAVEY
SUBDIVISION NO. 1
(11/47)

LOT 1
CHISUM PARK
(9/390)

LOT 2
CHISUM PARK
(9/390)

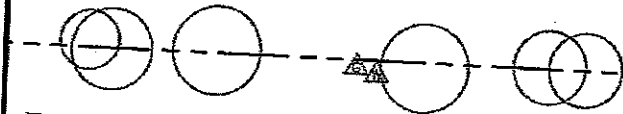
LOT 3
CHISUM PARK
(9/390)

PROPOSED POINT
OF CONNECTION

TEMPORARY 15.0'
CONSTRUCTION EASEMENT
20.0' PUBLIC
UTILITY EASEMENT

PROPOSED 8" WASTEWATER LINE

LOOP 4
(80' RIGHT-OF-WAY WIDTH)



August 04, 2009 - 2:17pm kopakretz

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LAN Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
400 W. HOPKINS ST., STE. 200, SAN MARCOS, TEXAS

CITY OF BUDA

REBEL RD. WASTEWATER LINE
S. LOOP 4
BUDA, TEXAS
174

PARCEL

10

DONATION CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT WITNESSETH that the undersigned herein called Owners, whether one or more, for good and valuable consideration, agree to grant a Water and Wastewater Line Easement and Temporary Construction Easement to the City of Buda, herein called the City, a municipal corporation situated in Hays County, State of Texas, and the City agrees to acquire these easements for the consideration and subject to the terms herein stated, upon the following described real property, to-wit:

Water and Wastewater Line Easement and its Temporary Construction Easement:

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

Consideration:

In exchange for the donation of the dedication of these Easements, the City shall grant Owner: the right to connect to said wastewater line through a stub out at the connection point, which shall be not be less than ^{SIX INCH} four inches (inside diameter), provided by the City as shown on plan attached as EXHIBIT "A"; a waiver of the normal City connection "tap fees", and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Owner.

Owners agree to convey to the City easement rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owners for a proportionate part of the above consideration.

Owners at closing shall deliver to the City a duly executed and acknowledged Water and Wastewater Line Easement in a form and substance as the attached instrument shown as EXHIBIT "B" incorporated herein.

Owners and the City will finalize the transaction by closing on or before ninety (90) days after the effective date of this Donation Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the City.

Owners hereby agree to comply with the terms of this contract, and agree that the Water and Wastewater Line Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Water and Wastewater Line Easement for the above-described properties at no expense to the Owners and to pay the costs of title insurance and closing costs.

Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lien holders execute and deliver a Subordination of Lien covering the property hereinabove described on or before Closing. Also, it is a condition

precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Owner and the City agree that the easements described above are being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

The City agrees to restore the surface of the easement area to a condition like or better than that which existed prior to the installation of the line(s), including grass and paving.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

BUYER: City of Buda

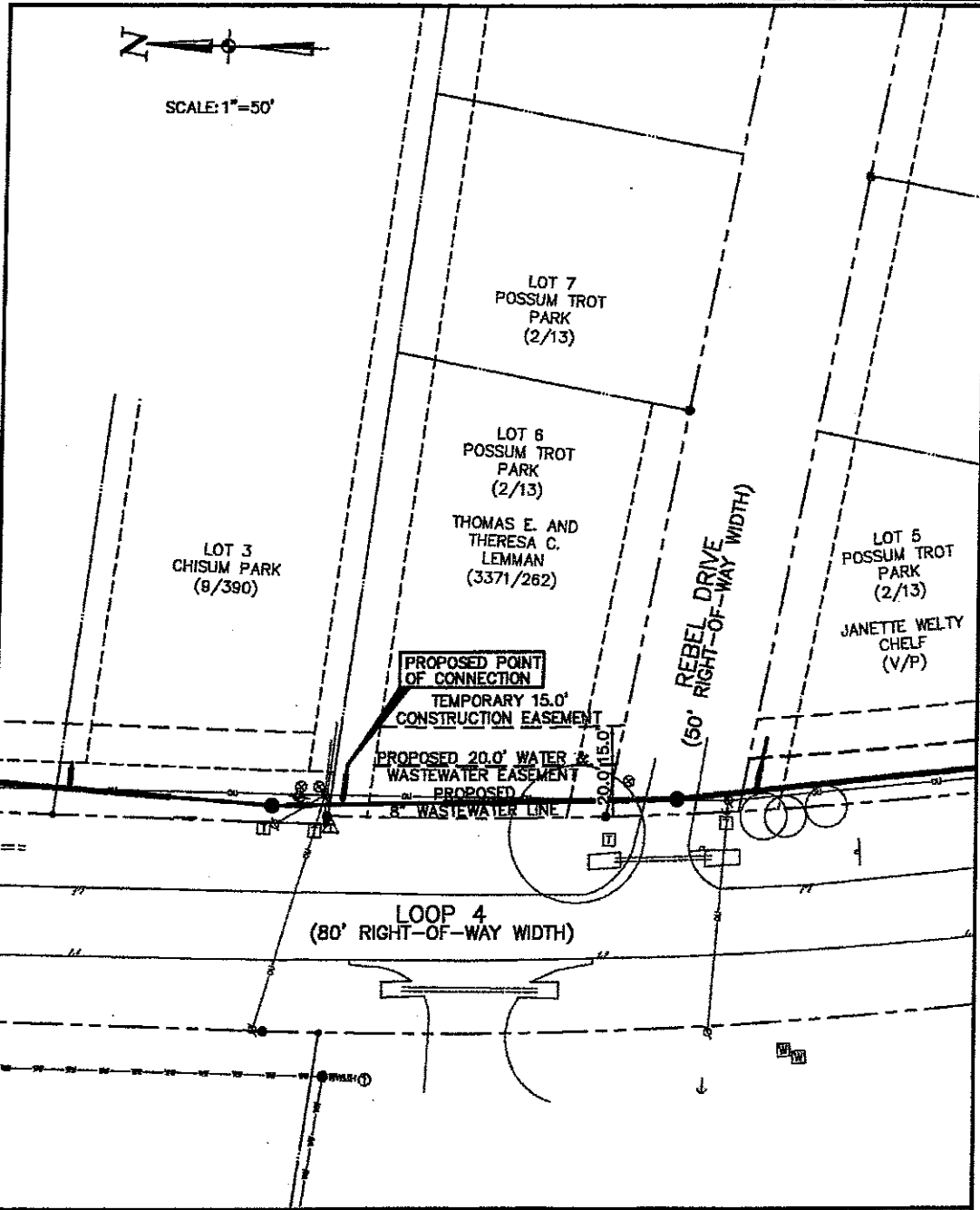
Date: _____ By: _____
Kenneth Williams, City Manager

SELLER(S): Thomas E. Lemman and Theresa C. Lemman

Date: 9/9/09 Name: Thomas E. Lemman

Date: 9/9/09 Name: Theresa C. Lemman

EXHIBIT "A"



L:\150079\150-10197-000\Prod\G.D. Design-Reference\15-13_Drains\3300\City\Exhibits\WRF-EXHIBIT-B.dwg August 04, 2009 - 14:55m ksp/soz

L&N Lookwood, Andrews & Nowman, Inc.
 A LEQ & DALY COMPANY
 400 W. HOPKINS ST., STE. 201, SAN MARCO, TEXAS

CITY OF BUDA
 REBEL DR. WASTEWATER LINE
 REBEL DR.
 BUDA, TEXAS

PARCEL
1

EXHIBIT "B"

Agreement for Water and Wastewater Easement

Date: _____, 2009

Grantors: THOMAS E. LEMMAN and THERESA C. LEMMAN, husband and wife.

Grantor's Mailing Address: 12600 Live Oak Lane, Buda, Hays County, Texas 78610

Grantee/Holder: CITY OF BUDA, a Texas Municipal Corporation.

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of water and wastewater lines and sewer lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:


1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are

nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.


2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

GRANTORS:



Thomas E. Lemman



Theresa C. Lemman

ACKNOWLEDGMENTS

STATE OF TEXAS

§

COUNTY OF HAYS §
 §

This instrument was acknowledged before me on _____, 2009 by **THOMAS E. LEMMAN** and **THERESA C. LEMMAN**, husband and wife, for the purposes herein stated.

Notary Public, State of Texas

ACCEPTED:

The CITY OF BUDA
By:

Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by **Kenneth Williams** City Manager of the City of Buda, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a _____ lien dated _____, 20__, recorded at Volume _____, Page _____, Real Property Records of _____ County, Texas, securing the payment of an obligation in the amount of \$_____, hereby consents to the foregoing Water and Wastewater Line Easement and agrees that its _____ lien is subject to and subordinate to the Water Line Easement, and that the undersigned has authority to execute and deliver this Consent of Lien holder, and that all necessary acts necessary to bind the Lien holder have been taken.

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20__.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Lockwood, Andrews, & Newnam, Inc.
Right of Way Services
400 W. Hopkins, Suite 203
San Marcos, TX 78666



City Council Agenda Item Report

October 7, 2009

Agenda Item No. _____

Contact – Stanley R. Fees, P.E., CFM City Engineer 312-0084
sfees@ci.buda.tx.us

SUBJECT: Deliberation and possible action accepting the donation of a Wastewater Easement by Southern Hills Church of Christ of Buda, John Godwin and Hays Consolidated Independent School District for the Hays Consolidated Independent School District Elementary #12 and authorizing the City Manager to execute the easements and donation contracts.

1. BACKGROUND/HISTORY

The City of Buda authorized Lockwood Andrews and Newnam (LAN) to proceed with easement acquisition for the wastewater line for the Hays Consolidated Independent School District (HCISD) Elementary #12. The easement across the HCISD property was donated as part of the Final Plat for the property. There were additional easements required at the eastern end of the project on the north side of FM 967. These properties are owned by Southern Hill Church of Christ of Buda, John Godwin and HCISD.

2. FINDINGS/CURRENT ACTIVITY

The property owners have agreed to donate the necessary wastewater easements in exchange for the City of Buda waiving the wastewater tap fees.

3. FINANCIAL IMPACT

The City will not collect the \$688 tap fee for each property.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends City Council accept the donation of a Wastewater Easement by Southern Hills Church of Christ of Buda, John Godwin and Hays Consolidated Independent School District for the Hays Consolidated

Independent School District Elementary #12 and authorizing the City Manager to execute the easements and donation contracts.

DONATION CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT WITNESSETH that the undersigned herein called Owners, whether one or more, for good and valuable consideration, agree to grant a Wastewater Line Easement to the City of Buda, herein called the City, a municipal corporation situated in Hays County, State of Texas, and the City agrees to acquire these easements for the consideration and subject to the terms herein stated, upon the following described real property, to-wit:

Wastewater Line Easement:

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

Consideration:

In exchange for the donation of the dedication of this Easements, the City shall grant Owner: the right to connect to said wastewater line through a stub out at the connection point to be provided by the City at suitable location along the wastewater line, a waiver of the normal City connection "tap fees", and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Owner.

Owners agree to convey to the City easement rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owners for a proportionate part of the above consideration.

Owners at closing shall deliver to the City a duly executed and acknowledged Wastewater Line Easement in a form and substance as the attached instrument shown as EXHIBIT "B" incorporated herein.

Owners and the City will finalize the transaction by closing on or before ninety (90) days after the effective date of this Donation Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the City.

Owners hereby agree to comply with the terms of this contract, and agree that the Wastewater Line Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Line Easement for the above-described properties at no expense to the Owners and to pay the costs of title insurance and closing costs.

Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lien holders execute and deliver a Subordination of Lien covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in

possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Owner and the City agree that the easements described above are being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

The City agrees to restore the surface of the easement area to a condition like or better than that which existed prior to the installation of the line(s), including grass and paving.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

BUYER: City of Buda

Date: _____ By: _____
Kenneth Williams, City Manager

SELLER(S): Southern Hills Church of Christ of Buda

Date: 9-3-09 By: Don H. Williams
Don H. Williams, President ~~Secretary~~

EXHIBIT "A"

Page 1 of 5



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.7193 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 17.465 ACRE TRACT OF LAND CONVEYED TO SOUTHERN HILLS CHURCH OF CHRIST OF BUDA BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 9915765 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" rebar found for the southwest corner of said 17.465 acre tract and the southeast corner of an 17.343 acre tract of land conveyed to Fellowship Church Austin by instrument of record in Volume 3354, Page 692 of the Official Public Records of Hays County, Texas and known therein as "Tract 2" and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies); from which a TxDOT Type I concrete monument found in the south line of said 18.47 acre tract and being in said north right-of-way line of F.M. Highway Number 967, 40.00 feet left of and perpendicular to Engineer's Centerline Station 205+17.6 bears South 88°26'53" West a distance of 39.55 feet (record: South 79°09' West a distance of 40.00 feet);

THENCE North 10°34'27" East (record: North 01°13' East), along the west line of the 17.465 acre tract, the east line of said 17.343 acre tract, and the centerline of said 30.00 foot wide roadway easement a distance of 40.91 feet to a calculated point;

THENCE North 88°26'53" East, crossing through the 17.465 acre tract along a line 40.00 feet north of (as measured perpendicularly) and parallel with the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 779.09 feet to a calculated point in the east line of the 17.465 acre tract and the west line of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas; from which a 1/2" rebar found for an angle point in the east line of the 17.465 acre tract and being the northwest corner of said 1.00 acre tract bears North 1°13'06" West (record: North 10°31'02" West) a distance of 168.88 feet;

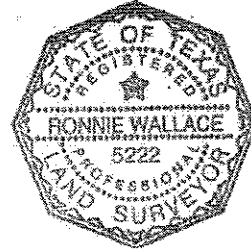
THENCE South 01°13'06" East (record: South 10°31'02" East), along the east line of the 17.465 acre tract and the west line of the 1.00 acre tract a distance of 40.00 feet to a calculated point for the southeast corner of the 17.465 acre tract and the southwest corner of the 1.00 acre tract and being in the north right-of-way line of F.M. Highway Number 967;

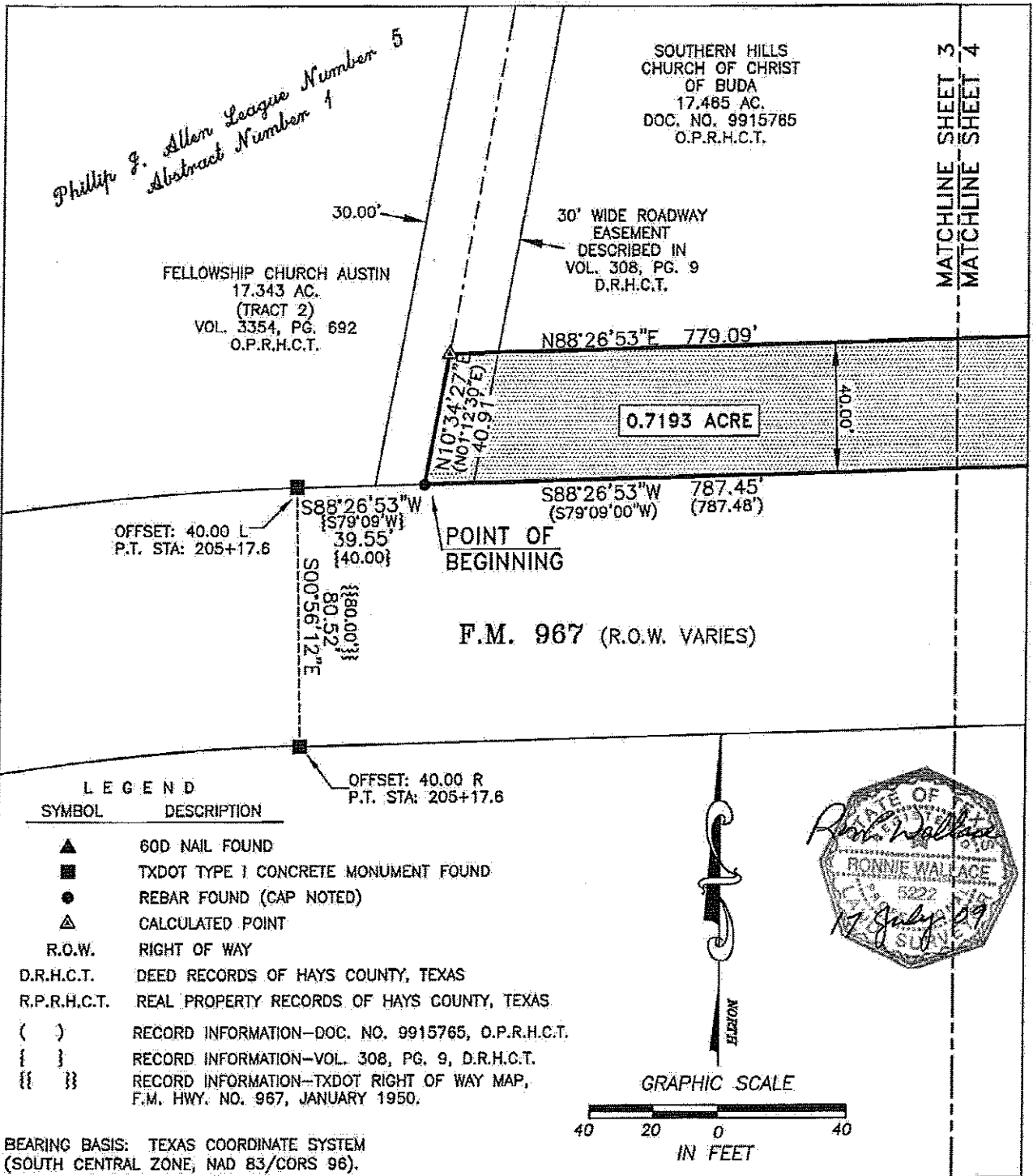
THENCE South 88°26'53" West (record: South 79°09'00" West), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 787.45 feet (record: 787.48 feet) to the POINT OF BEGINNING.

This parcel contains 0.7193 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
File: S:\Projects\Dahlstrom\119 Ac.\Docs\Field Notes\Parcel 10 40' W & WW Esmt_fn.doc

Ronnie Wallace 17 July 2009
Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722





LEGEND

SYMBOL	DESCRIPTION
▲	60D NAIL FOUND
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	REBAR FOUND (CAP NOTED)
△	CALCULATED POINT
R.O.W.	RIGHT OF WAY
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.T.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
()	RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
{ }	RECORD INFORMATION—VOL. 308, PG. 9, D.R.H.C.T.
{{ }}	RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.

BEARING BASIS: TEXAS COORDINATE SYSTEM (SOUTH CENTRAL ZONE, NAD 83/CORS 96).

SKETCH TO ACCOMPANY DESCRIPTION
 OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 17.465 ACRE TRACT OF LAND CONVEYED TO SOUTHERN HILLS CHURCH OF CHRIST OF BUDA BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 9915765 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ron-baseline@austln.r.com

File: S: Proj\Dalstrom\20 Ac\Draw\PARCEL 18 40' W & WAY Esmt.dwg	SHEET 3 of 5
Job No. Layer State:	
Scale (Hor.): 1"=40'	Scale (Vert.):
Date: 06/16/09	Checked By: JSL Drawn By: RLW

MATCHLINE SHEET 3
MATCHLINE SHEET 4

MATCHLINE SHEET 4
MATCHLINE SHEET 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

N88°26'53"E 779.09'

0.7193 ACRE

40.00'

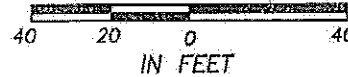
S88°26'53"W 787.45'
(S79°09'00"W) (787.48')

F.M. 967 (R.O.W. VARIES)

*Phillip J. Allen League Number 5
Abstract Number 1*



GRAPHIC SCALE



SEE SHEET 3
FOR LEGEND

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED
AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J.
ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
TEXAS AND BEING A PORTION OF A 17.465 ACRE TRACT
OF LAND CONVEYED TO
SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
BY INSTRUMENT OF RECORD IN
DOCUMENT NUMBER 9915785 OF
THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

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PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.875.9743
ron-baseline@austin.tx.us

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Scale (Hor): 1"=40'	Scale (Vert.):
Date: 06/16/09	Checked By: JSL
Drawn By: RLW	

SHEET
4 of 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

*Phillip J. Allen League Number 5
Abstract Number 1*

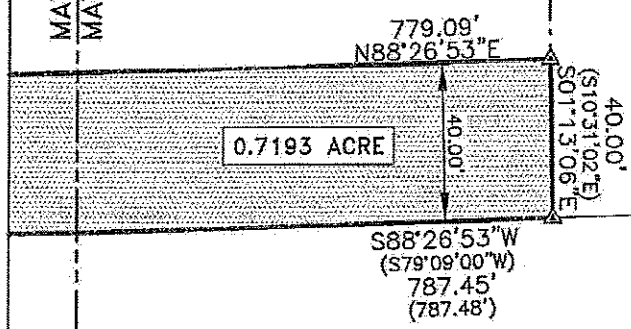
MATCHLINE SHEET 4
MATCHLINE SHEET 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.



SEE SHEET 3
FOR LEGEND

JOHN W. &
KATHLEEN GODWIN
1.00 AC.
VOL. 540, PG. 158
R.P.R.H.C.T.



F.M. 967 (R.O.W. VARIES)

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED
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ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
TEXAS AND BEING A PORTION OF A 17.465 ACRE TRACT
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SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
BY INSTRUMENT OF RECORD IN
DOCUMENT NUMBER 9915765 OF
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OFFICE: 512.374.9722 FAX: 512.873.9743
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File: S:\Proj\Dehstrom\20 Ac\Dig\PARCEL 10 40' W & VIV Esmt.dwg	Layer State:
Job No.:	Scale (Hor.): 1"=40'
Scale (Ver.):	Scale (Vert.):
Date: 06/16/09	Checked By: JSL
	Drawn By: RLW

SHEET
5 of 5

EXHIBIT "B"
Agreement for Wastewater Line Easement

Date: _____, 2009

Grantors: SOUTHERN HILLS CHURCH OF CHRIST OF BUDA, a Texas nonprofit corporation.

Grantor's Mailing Address: 3740 Ranch Road 967, Buda, Hays County Texas 78610

Grantee/Holder: CITY OF BUDA, a Texas Municipal Corporation, Texas

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of wastewater lines and sewer lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
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11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Grantor

SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
By:

Don H. Williams, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by **Don H. Williams**, as President of **SOUTHERN HILLS CHURCH OF CHRIST OF BUDA**, a Texas Non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

ACCEPTED:

The City of Buda
By:

Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by **Kenneth Williams** City Manager of the **City of Buda**, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Agreement for Wastewater Line Easement

Date: Sept _____, 2009

Grantors: SOUTHERN HILLS CHURCH OF CHRIST OF BUDA, a Texas nonprofit corporation

Grantor's Mailing Address: 3740 Ranch Road 967, Buda, Hays County Texas 78610

Grantee/Holder: CITY OF BUDA, a Texas Municipal Corporation, Texas

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of wastewater lines and sewer lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

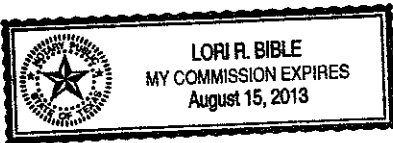
Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* I any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Grantor



SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
By:

Don H. Williams
Don H. Williams, ~~President~~ Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 3rd day of September, 2009 by **Don H. Williams**, as ~~President~~ ^{Secretary} of **SOUTHERN HILLS CHURCH OF CHRIST OF BUDA**, a Texas Non-profit corporation, on behalf of said corporation.

Lori R Bible
Notary Public, State of Texas

ACCEPTED:

The City of Buda

By: _____
Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by **Kenneth Williams** City Manager of the City of Buda, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 5



Land Surveyors, Inc.

8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.7193 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 17.465 ACRE TRACT OF LAND CONVEYED TO SOUTHERN HILLS CHURCH OF CHRIST OF BUDA BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 9915765 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" rebar found for the southwest corner of said 17.465 acre tract and the southeast corner of an 17.343 acre tract of land conveyed to Fellowship Church Austin by instrument of record in Volume 3354, Page 692 of the Official Public Records of Hays County, Texas and known therein as "Tract 2" and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies); from which a TxDOT Type I concrete monument found in the south line of said 18.47 acre tract and being in said north right-of-way line of F.M. Highway Number 967, 40.00 feet left of and perpendicular to Engineer's Centerline Station 205+17.6 bears South 88°26'53" West a distance of 39.55 feet (record: South 79°09' West a distance of 40.00 feet);

THENCE North 10°34'27" East (record: North 01°13' East), along the west line of the 17.465 acre tract, the east line of said 17.343 acre tract, and the centerline of said 30.00 foot wide roadway easement a distance of 40.91 feet to a calculated point;

THENCE North 88°26'53" East, crossing through the 17.465 acre tract along a line 40.00 feet north of (as measured perpendicularly) and parallel with the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 779.09 feet to a calculated point in the east line of the 17.465 acre tract and the west line of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas; from which a 1/2" rebar found for an angle point in the east line of the 17.465 acre tract and being the northwest corner of said 1.00 acre tract bears North 1°13'06" West (record: North 10°31'02" West) a distance of 168.88 feet;

THENCE South 01°13'06" East (record: South 10°31'02" East), along the east line of the 17.465 acre tract and the west line of the 1.00 acre tract a distance of 40.00 feet to a calculated point for the southeast corner of the 17.465 acre tract and the southwest corner of the 1.00 acre tract and being in the north right-of-way line of F.M. Highway Number 967;

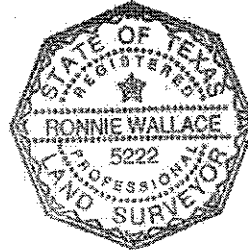
THENCE South 88°26'53" West (record: South 79°09'00" West), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 787.45 feet (record: 787.48 feet) to the POINT OF BEGINNING.

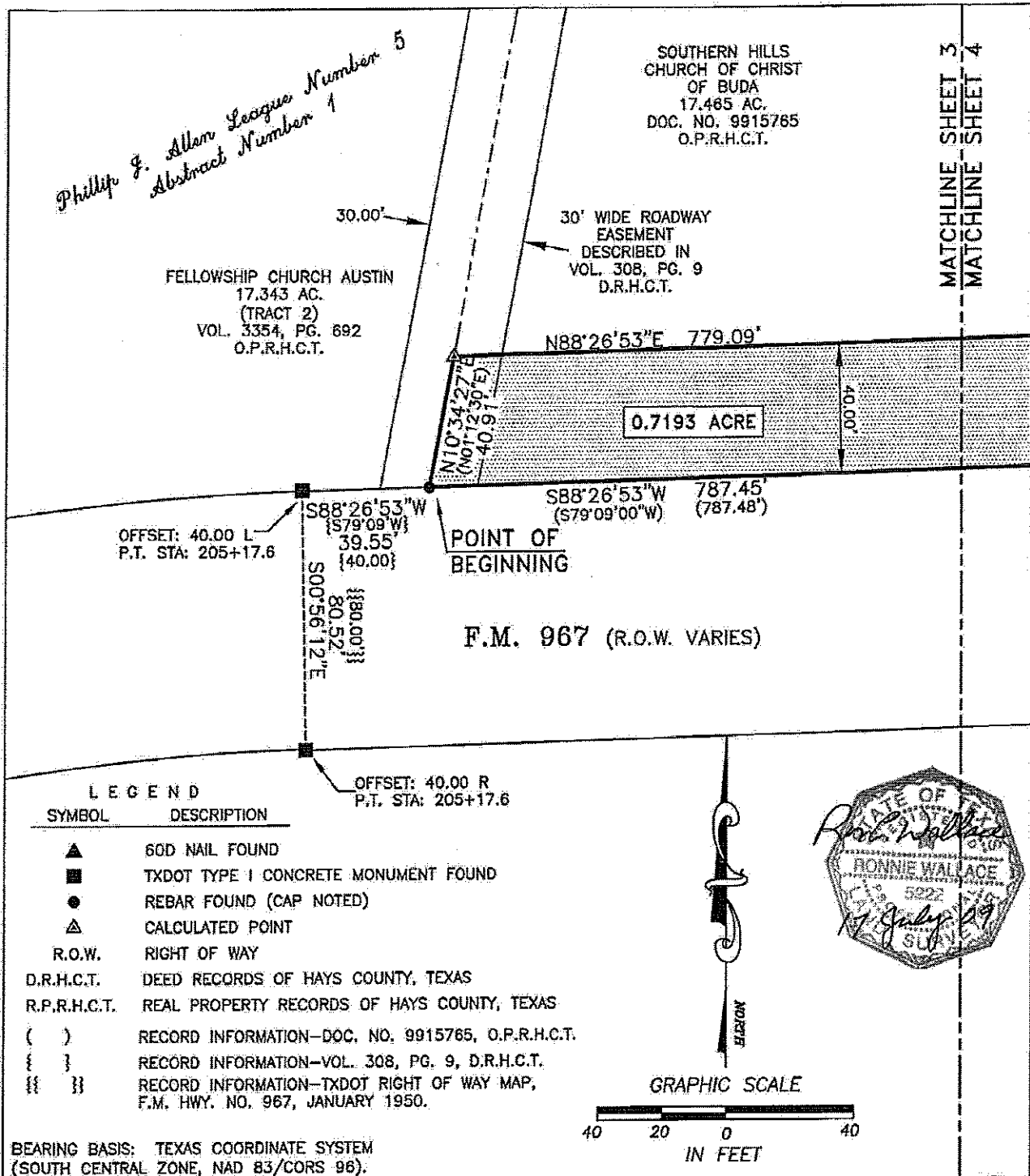
This parcel contains 0.7193 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
File: S:\Projects\Dahlstrom\119 Ac.\Docs\Field Notes\Parcel 10 40' W & WW Esmt_in.doc

Ron. Wallace 17 July 2009

Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722





*Phillip J. Allen League Number 5
Abstract Number 1*

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

FELLOWSHIP CHURCH AUSTIN
17.343 AC.
(TRACT 2)
VOL. 3354, PG. 692
O.P.R.H.C.T.

30' WIDE ROADWAY
EASEMENT
DESCRIBED IN
VOL. 308, PG. 9
D.R.H.C.T.

MATCHLINE SHEET 3
MATCHLINE SHEET 4

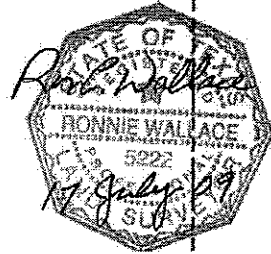
0.7193 ACRE

POINT OF
BEGINNING

F.M. 967 (R.O.W. VARIES)

LEGEND
SYMBOL DESCRIPTION

- ▲ 60D NAIL FOUND
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- REBAR FOUND (CAP NOTED)
- △ CALCULATED POINT
- R.O.W. RIGHT OF WAY
- D.R.H.C.T. DEED RECORDS OF HAYS COUNTY, TEXAS
- R.P.R.H.C.T. REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
- () RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
- { } RECORD INFORMATION—VOL. 308, PG. 9, D.R.H.C.T.
- || || RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.



BEARING BASIS: TEXAS COORDINATE SYSTEM
(SOUTH CENTRAL ZONE, NAD 83/CORS 96).

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED
AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J.
ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
TEXAS AND BEING A PORTION OF A 17.465 ACRE TRACT
OF LAND CONVEYED TO
SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
BY INSTRUMENT OF RECORD IN
DOCUMENT NUMBER 9915765 OF
THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com

File: S:\Proj\Dalstrom\20 A\Draw\PARCEL 10 40' W & WW EsmL.dwg	SHEET
Job No. _____	Layer State: _____
Scale (Hor.): 1"=40'	Scale (Vert.): _____
Date: 06/16/09	Checked By: JSL
	Drawn By: RLW

3 of 5

MATCHLINE SHEET 3
MATCHLINE SHEET 4

MATCHLINE SHEET 4
MATCHLINE SHEET 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

N88°26'53"E 779.09'

0.7193 ACRE

40.00'

S88°26'53"W 787.45'
(S79°09'00"W) (787.48')

F.M. 967 (R.O.W. VARIES)

*Phillip J. Allen League Number 5
Abstract Number 1*



GRAPHIC SCALE



SEE SHEET 3
FOR LEGEND

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED
AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J.
ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
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BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9745
ron-baseline@austin.rr.com

File: S:\Proj\Dallas\20 Ac\Orig\PARCEL 10 40' W & WW Esmt.dwg	Layer State:
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Date: 06/16/09	Scale (Vert.):
Checked By: JSL	Drawn By: RLW

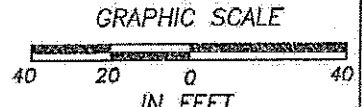
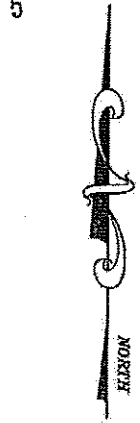
SHEET
4 of 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

*Phillip J. Allen League Number 5
Abstract Number 1*

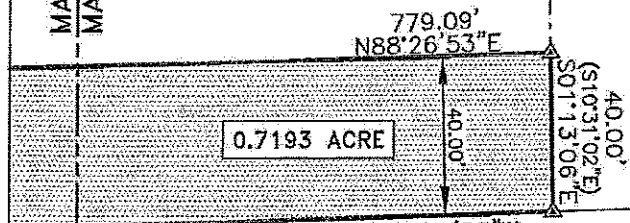
MATCHLINE SHEET 4
MATCHLINE SHEET 5

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.



SEE SHEET 3
FOR LEGEND

JOHN W. &
KATHLEEN GODWIN
1.00 AC.
VOL. 540, PG. 158
R.P.R.H.C.T.



S88°26'53"W
(S79°09'00"W)
787.45'
(787.48')

F.M. 967 (R.O.W. VARIES)

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.7193 OF ONE ACRE OF LAND, CONFIGURED
AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J.
ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
TEXAS AND BEING A PORTION OF A 17.465 ACRE TRACT
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SOUTHERN HILLS CHURCH OF CHRIST OF BUDA
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DOCUMENT NUMBER 9915765 OF
THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
roh-baseline@austin.rr.com

File: S:\Proj\Dehstrom\20 Ac\Draw\PARCEL 10 40' W & WW Esnt.dwg	Layer State:	SHEET 5 of 5
Job No.:	Scale (Hor.): 1"=40'	
Scale (Vert.):	Scale (Vert.):	Date: 06/18/09
Date: 06/18/09	Checked By: JSL	Drawn By: RLW

DONATION CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT WITNESSETH that the undersigned herein called Owners, whether one or more, for good and valuable consideration, agree to grant a Wastewater Line Easement to the City of Buda, herein called the City, a municipal corporation situated in Hays County, State of Texas, and the City agrees to acquire these easements for the consideration and subject to the terms herein stated, upon the following described real property, to-wit:

Wastewater Line Easement:

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

Consideration:

In exchange for the donation of the dedication of this Easements, the City shall grant Owner: the right to connect to said wastewater line through a stub out at the connection point to be provided by the City at suitable location along the wastewater line, a waiver of the normal City connection "tap fees", and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Owner.

**see note on pg. 2, which term is part of this agreement*

Owners agree to convey to the City easement rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owners for a proportionate part of the above consideration.

Owners at closing shall deliver to the City a duly executed and acknowledged Wastewater Line Easement in a form and substance as the attached instrument shown as EXHIBIT "B" incorporated herein.

Owners and the City will finalize the transaction by closing on or before ninety (90) days after the effective date of this Donation Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the City.

Owners hereby agree to comply with the terms of this contract, and agree that the Wastewater Line Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Line Easement for the above-described properties at no expense to the Owners and to pay the costs of title insurance and closing costs.

Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lien holders execute and deliver a Subordination of Lien covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in

possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Owner and the City agree that the easements described above are being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

The City agrees to restore the surface of the easement area to a condition like or better than that which existed prior to the installation of the line(s), including grass and paving.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

BUYER: City of Buda

Date: _____ By: _____
Kenneth Williams, City Manager

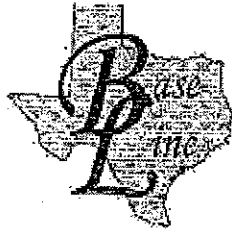
SELLER(S): John W. Godwin

Date: Sept 3rd 2008 Name: [Signature]

Note: Seller will not be responsible for impact fees in excess of \$1,400 per U.E. [Signature]

EXHIBIT "A"

Page 1 of 4



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office 512.374.9722
Fax 512.873.9743

METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.1918 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 1.00 ACRE TRACT OF LAND CONVEYED TO JOHN W. AND KATHLEEN GODWIN BY INSTRUMENT OF RECORD IN VOLUME 540, PAGE 158 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2" rebar found for the southwest corner of a 17.465 acre tract of land conveyed to Southern Hills Church of Christ of Buda by instrument of record in Document Number 9915765 of the Official Public Records of Hays County, Texas and being the southeast corner of an 18.47 acre tract of land conveyed to Sarah Jane Brown Browalow by instrument of record in Volume 308, Page 9 of the Deed Records of Hays County, Texas and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies);

THENCE North 88°26'53" East (record: North 79°09'00" East), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 787.45 feet (record: 787.45 feet) to a calculated point for the southwest corner of said 1.00 acre tract and the southeast corner of the 17.465 acre tract for the POINT OF BEGINNING.

THENCE North 1°13'06" West (record: North 10°31'02" West), along the west line of the 1.00 acre tract and the east line of the 17.465 acre tract a distance of 40.00 feet to a calculated point; from which a 1/2" rebar found for the northwest corner of the 1.00 acre tract and being an angle point in the east line of the 17.465 acre tract bears North 01°13'06" West (record: North 10°31'02" West) a distance of 168.88 feet;

THENCE North 88°26'53" East, crossing through the 1.00 acre tract along a line 40.00 feet north of (as measured perpendicularly) and parallel with the south line of the 1.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 208.86 feet to a calculated point in the east line of the 1.00 acre tract and the west line of the remainder of a 30.00 acre tract of land conveyed to Hays Consolidated Independent School District by instrument of record in Volume 452, Page 398 of the Real Property Records of Hays County, Texas; from which a 1/2" rebar found for the northeast corner of the 1.00 acre tract and being in the west line of said 30.00 acre tract bears North 01°13'06" West (record: North 00°37'15" West) a distance of 169.02 feet;

THENCE South $01^{\circ}13'06''$ East (record: South $00^{\circ}57'15''$ East), along the east line of the 1.00 acre tract and the west line of the remainder of a 30.00 acre tract a distance of 40.00 feet to a calculated point for the southeast corner of the 1.00 acre tract; the southwest corner of the 30.00 acre tract and being in the north right-of-way line of F.M. Highway Number 967;

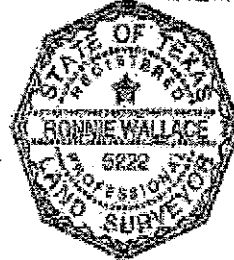
THENCE South $88^{\circ}26'53''$ West (record: South $79^{\circ}09'00''$ West), along the south line of the 1.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 203.86 feet to the POINT OF BEGINNING.

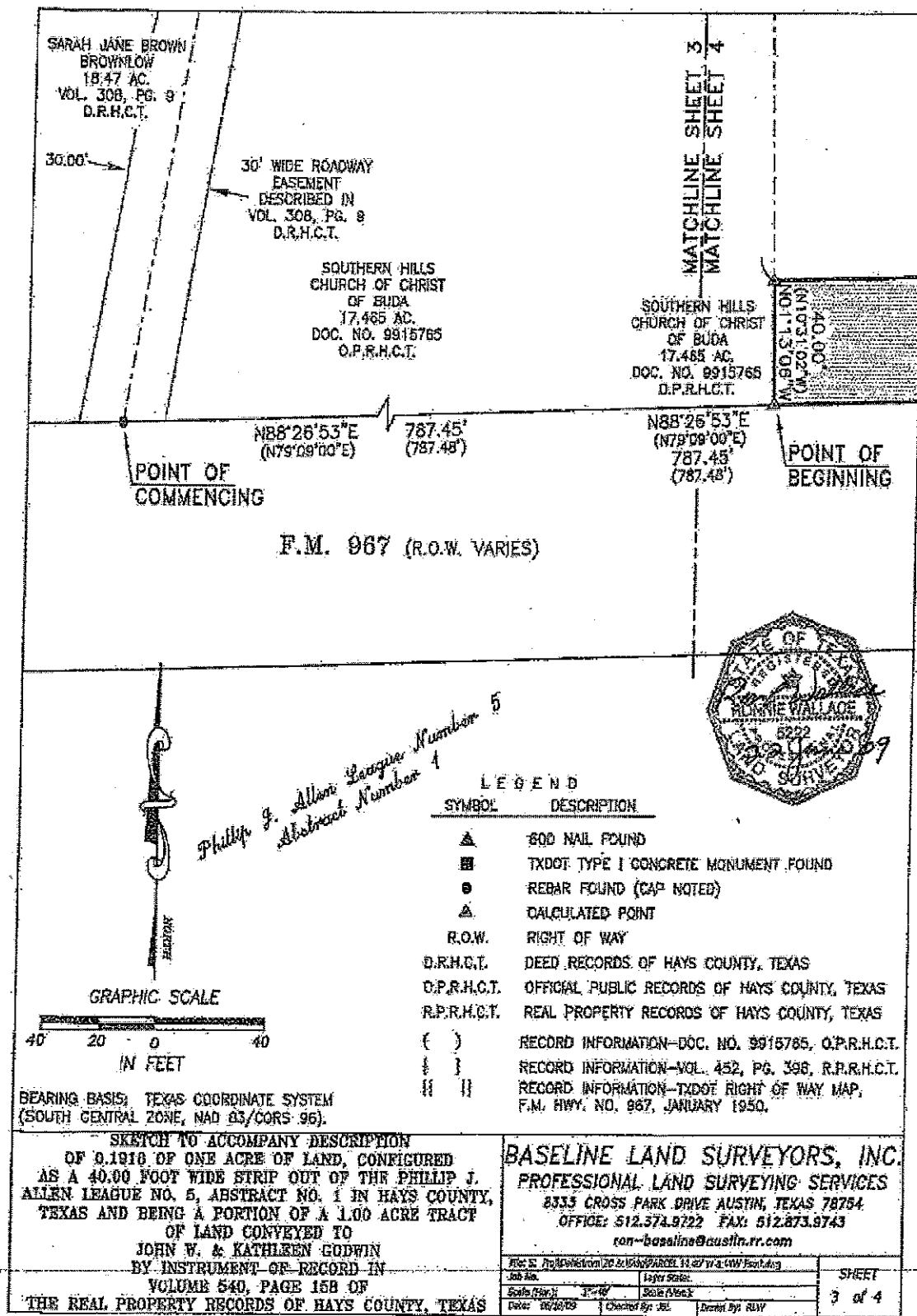
This parcel contains 0.1918 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
File: S:\Projects\Dahlstrom\119 Ac.\Docs\Field Notes\Parcel 11 40' W & WW Esut_in.doc

Ronnie Wallace 22 June 2009

Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722





SARAH JANE BROWN
BROWNLOW
18.47 AC.
VOL. 308, PG. 9
D.R.H.C.T.

30.00'

30' WIDE ROADWAY
EASEMENT
DESCRIBED IN
VOL. 308, PG. 9
D.R.H.C.T.

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

SOUTHERN HILLS
CHURCH OF CHRIST
OF BUDA
17.465 AC.
DOC. NO. 9915765
O.P.R.H.C.T.

40.00'
N88°26'53\"/>

MATCHLINE SHEET 3
MATCHLINE SHEET 4

POINT OF COMMENCING

N88°26'53\"/>

N88°26'53\"/>

POINT OF BEGINNING

F.M. 967 (R.O.W. VARIES)



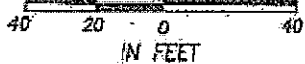
*Phillip J. Allen League Number 5
Abstract Number 1*



LEGEND

SYMBOL	DESCRIPTION
▲	800 NAIL FOUND
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	REBAR FOUND (CAP NOTED)
△	CALCULATED POINT
R.O.W.	RIGHT OF WAY
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.T.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
()	RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
{ }	RECORD INFORMATION—VOL. 452, PG. 398, R.P.R.H.C.T.
	RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.

GRAPHIC SCALE

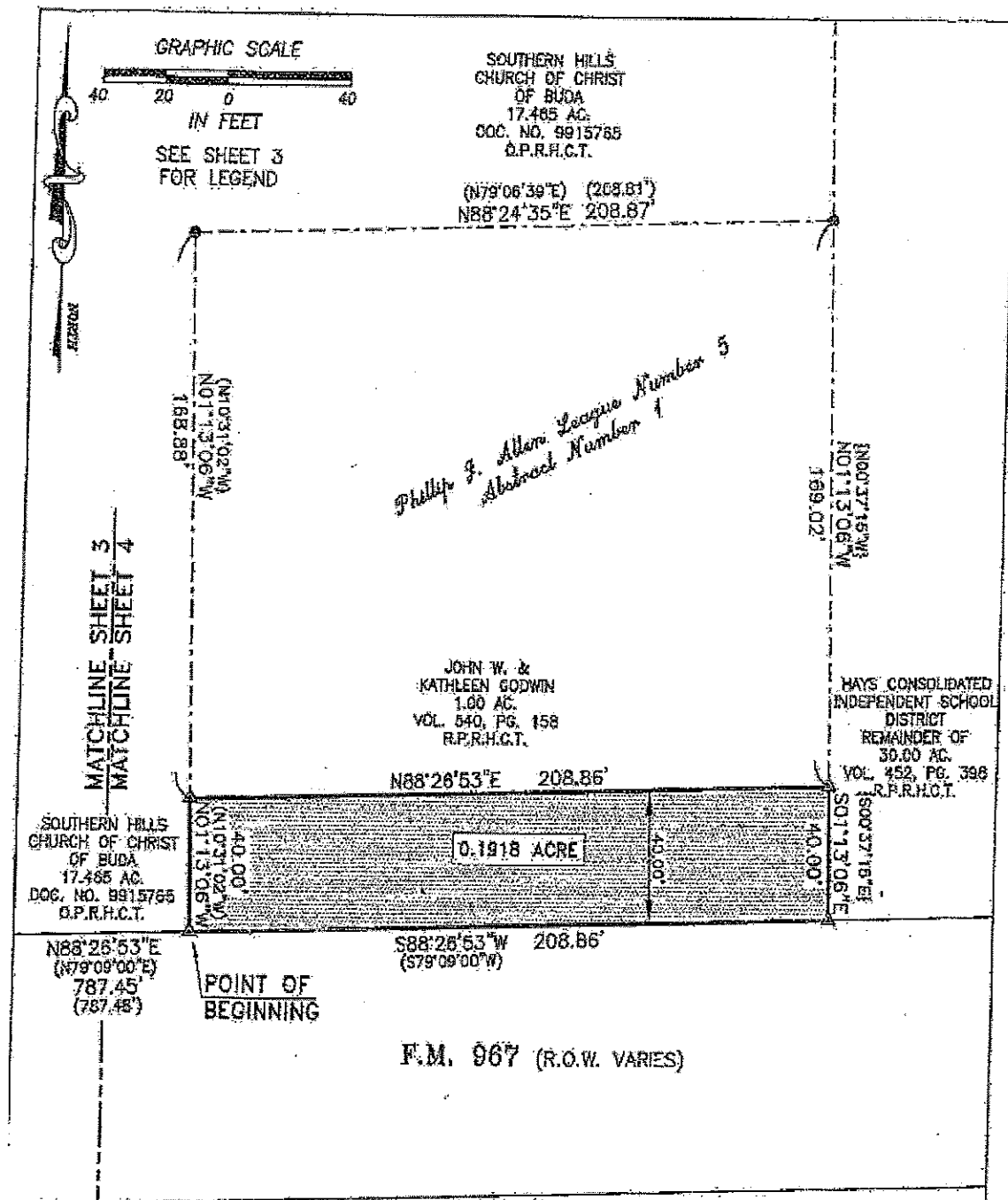


BEARING BASIS: TEXAS COORDINATE SYSTEM
(SOUTH CENTRAL ZONE, NAD 83/CORS 96).

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.1918 OF ONE ACRE OF LAND, CONFIGURED
AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J.
ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
TEXAS AND BEING A PORTION OF A 100 ACRE TRACT
OF LAND CONVEYED TO
JOHN W. & KATHLEEN GODWIN
BY INSTRUMENT OR RECORD IN
VOLUME 540, PAGE 158 OF
THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8335 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.373.9722 FAX: 512.873.9743
ron-baseline@austin.txrr.com

Plot No.	Project/Abstract/Doc No.	Scale	Sheet
Job No.	Layer	Scale	3 of 4
Date	Checked By	Drawn By	



SKETCH TO ACCOMPANY DESCRIPTION OF 0.1918 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 1.00 ACRE TRACT OF LAND CONVEYED TO JOHN W. & KATHLEEN GODWIN BY INSTRUMENT OF RECORD IN VOLUME 540, PAGE 158 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.875.9743
rob-basalline@austlnl.com

File #	Project #	Client	Parcel #	W & W	Ext. Log
Job #	Scale (Hori.)	Scale (Vert.)	Drawn By	Checked By	DATE

SHEET 4 of 4

EXHIBIT "B"

Agreement for Wastewater Line Easement

Date: _____, 2009

Grantors: JOHN W. GODWIN, an unmarried man.

Grantor's Mailing Address: PO Box 372, Manchaca, Travis County, TX 78652-0372

Grantee/Holder: CITY OF BUDA, a Texas municipal corporation.

Grantee's Mailing Address: 121 Main Street, Buda, Hays County, Texas 78610

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of wastewater lines and sewer lines, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that currently adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein, including also the right to connect to said wastewater line as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

GRANTOR

JOHN W. GODWIN

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on this the ____ day of _____, 2009 by

JOHN W. GODWIN.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED:

The City of Buda

By: _____
Kenneth Williams, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2009 by
Kenneth Williams City Manager of the City of Buda, a Texas Municipal Corporation, on behalf
of said Municipal Corporation.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Lockwood, Andrews, & Newnam, Inc.
Right of Way Services
400 W. Hopkins, Suite 203
San Marcos, TX 78666

Easement Agreement for Wastewater Lines

Date: _____, 2009

Grantors: Hays Consolidated Independent School District, Hays County, Texas

Grantor's Mailing Address: Hays CISD Central Administration, 21003 Interstate 35,
Kyle, TX 78640

Grantee/Holder: City of Buda, Hays County, Texas

Grantee's Mailing Address: 121 Main Street, Buda, Texas 78610

Dominant Estate: All that certain parcel of land described as the remainder of a 30.00-acre tract out of and a part of the Phillip J. Allen League Number 5, Abstract Number 1, Hay County, Texas and more fully described in the document recorded in Volume 452, Page 398, Official Public Records of Hays County, Texas.

Easement Property: All those certain tracts, pieces or parcels of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof for all purposes, to which reference are here made for a more particular descriptions of said properties.

Easement Purpose: The easement shall be used for the purpose of excavating for, laying, constructing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, making connections to or repairing of wastewater lines and related appurtenances upon and across the EASEMENT PROPERTY.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are acknowledged by Grantor.

Restrictive Covenant: The following restrictive covenant is included as mandated by standing orders in Civil Action No. 5281, United States v. Texas, et al, in the United States District Court for the Eastern District of Texas:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

1. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
2. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon the Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in paragraph "1" above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in paragraph "2" above shall be construed for the benefit of any public school district or any person prejudiced by its violation."

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easements referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the

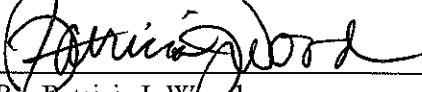
right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work. If the fence was constructed after this easement agreement, replacement shall be at the expense of the grantor.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in

this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

BOARD OF TRUSTEES OF THE HAYS
CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT



By: Patricia J. Wood

President, Board of Trustees

STATE OF TEXAS

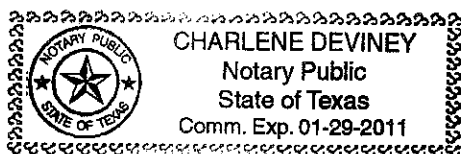
)
)
)

ACKNOWLEDGMENT

COUNTY OF HAYS

On this day personally appeared Patricia J. Wood, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon his oath, stated that he was the President of the Board of Trustees of the Hays Consolidated Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on September 21, 2009; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this 22 day of September 2009.



Charlene Deviney

Notary Public in and for the State of Texas

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CITY OF BUDA

By: Kenneth Williams
City Manager

STATE OF TEXAS

)

ACKNOWLEDGMENT

)

COUNTY OF HAYS

)

On this day personally appeared Kenneth Williams, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon his oath, stated that he was the City Manager of the City of Buda; that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this ____ day of _____, 2009.

Notary Public in and for the State of Texas

After Recording, Return to:

Lockwood, Andrews & Newnam, Inc
c/o ROW Services
400 W. Hopkins, Suite 203
San Marcos, TX 78666

EXHIBIT "A"

Page 1 of 5



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.5590 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a 1/2" rebar found for the southwest corner of a 17.465 acre tract of land conveyed to Southern Hills Church of Christ of Buda by instrument of record in Document Number 9915765 of the Official Public Records of Hays County, Texas and being the southeast corner of an 18.47 acre tract of land conveyed to Sarah Jane Brown Brownlow by instrument of record in Volume 308, Page 9 of the Deed Records of Hays County, Texas and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies);

THENCE North 88°26'53" East (record: North 79°09'00" East), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967, passing at a distance of 787.45 feet (record: 787.48 feet) a calculated point for the southwest corner of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas and the southeast corner of the 17.465 acre tract; from which a 1/2" rebar found for the northwest corner of the 1.00 acre tract and being an angle point in the east line of the 17.465 acre tract bears North 1°13'06" West a distance of 208.88 feet (record: North 10°31'02" West a distance of 208.78 feet) and continuing along the north right-of-way line of F.M. Highway Number 967 and the south line of said 1.00 acre tract for a total distance of 996.31 feet to a calculated point for the southeast corner of the 1.00 acre tract and being the southwest corner of said remainder of a 30.00 acre tract for the POINT OF BEGINNING.

THENCE North 01°13'06" West (record: North 00°37'15" West), along the west line of the remainder of a 30.00 acre tract and the east line of the 1.00 acre tract a distance of 40.00 feet to a calculated point; from which a 1/2" rebar found for the northeast corner of the 1.00 acre tract and being in the west line of said 30.00 acre tract bears North 01°13'06" West (record: North 00°37'15" West) a distance of 169.02 feet;

EXHIBIT "A"

Page 2 of 5

THENCE crossing through the remainder of a 30.00 acre tract the following two (2) courses:

1. North $88^{\circ}26'53''$ East, along a line 40.00 feet north of (as measured perpendicularly) and parallel with the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 608.64 feet to a calculated point;
2. South $01^{\circ}33'07''$ East a distance of 40.00 feet to a calculated point in the south line of the remainder of a 30.00 acre tract and being in the north right-of-way line of F.M. Highway Number 967;

THENCE South $88^{\circ}26'53''$ West (record: South $79^{\circ}09'00''$ West), along the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 608.87 feet to the POINT OF BEGINNING.

This parcel contains 0.5590 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
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Ronnie Wallace 22 June 2009
Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722

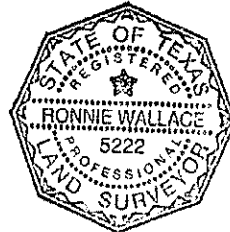
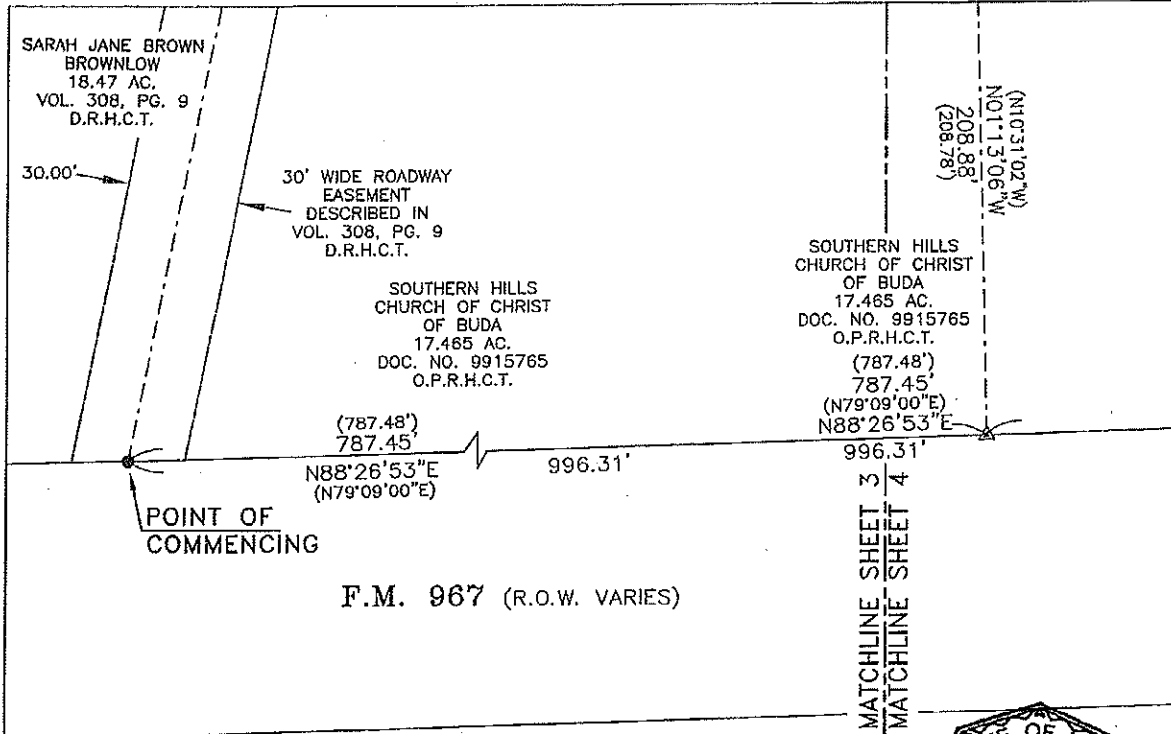


EXHIBIT "A"



GRAPHIC SCALE

IN FEET

BEARING BASIS: TEXAS COORDINATE SYSTEM
(SOUTH CENTRAL ZONE, NAD 83/CORS 98).

LEGEND

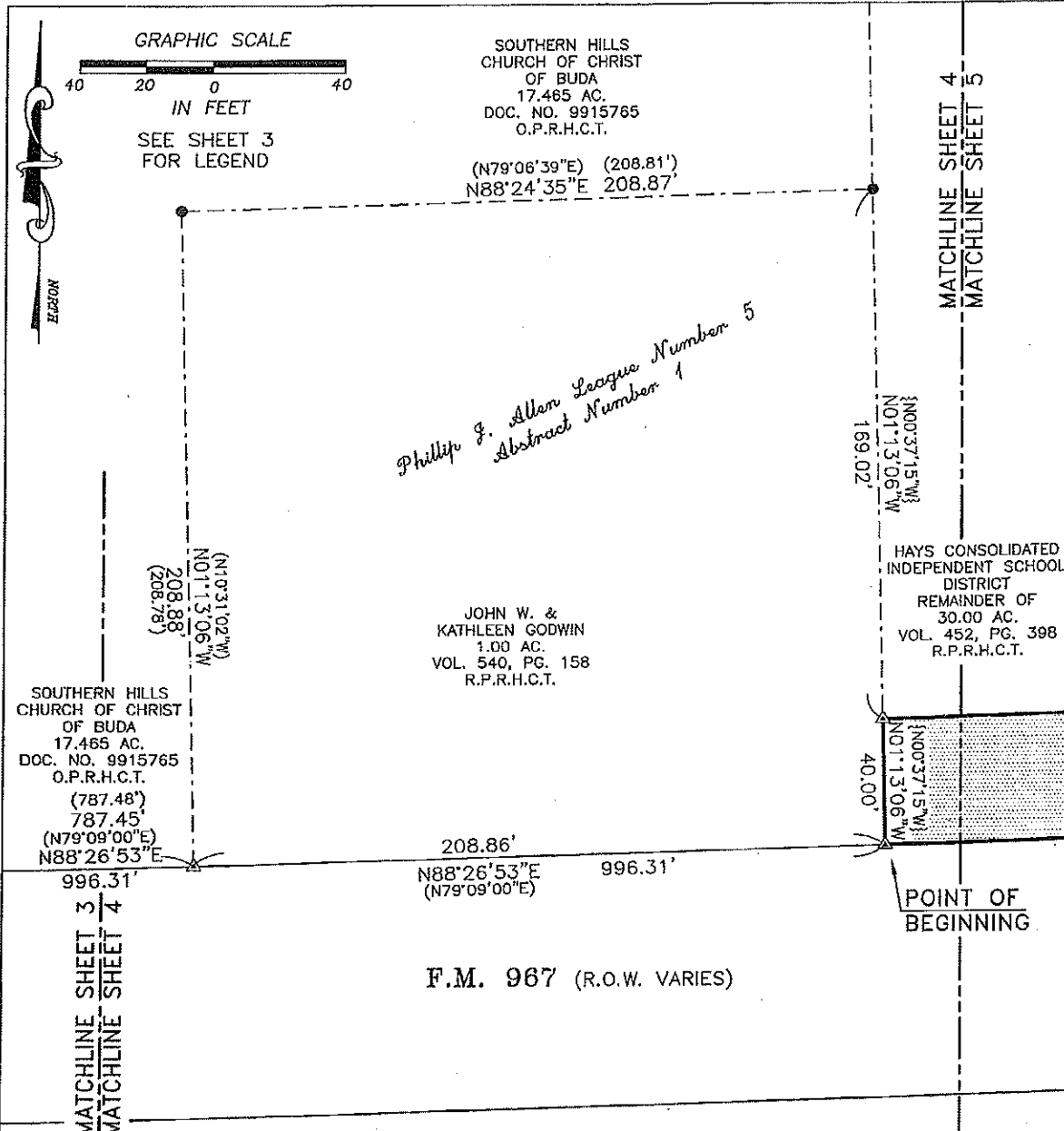
SYMBOL	DESCRIPTION
▲	60D NAIL FOUND
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	REBAR FOUND (CAP NOTED)
△	CALCULATED POINT
R.O.W.	RIGHT OF WAY
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.T.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
()	RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
{ }	RECORD INFORMATION—VOL. 452, PG. 398, R.P.R.H.C.T.
{} {}	RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.

SKETCH TO ACCOMPANY DESCRIPTION
 OF 0.5590 OF ONE ACRE OF LAND, CONFIGURED
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 ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY,
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 BY INSTRUMENT OF RECORD IN
 VOLUME 452, PAGE 398 OF
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BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ran-baseline@austin.rr.com

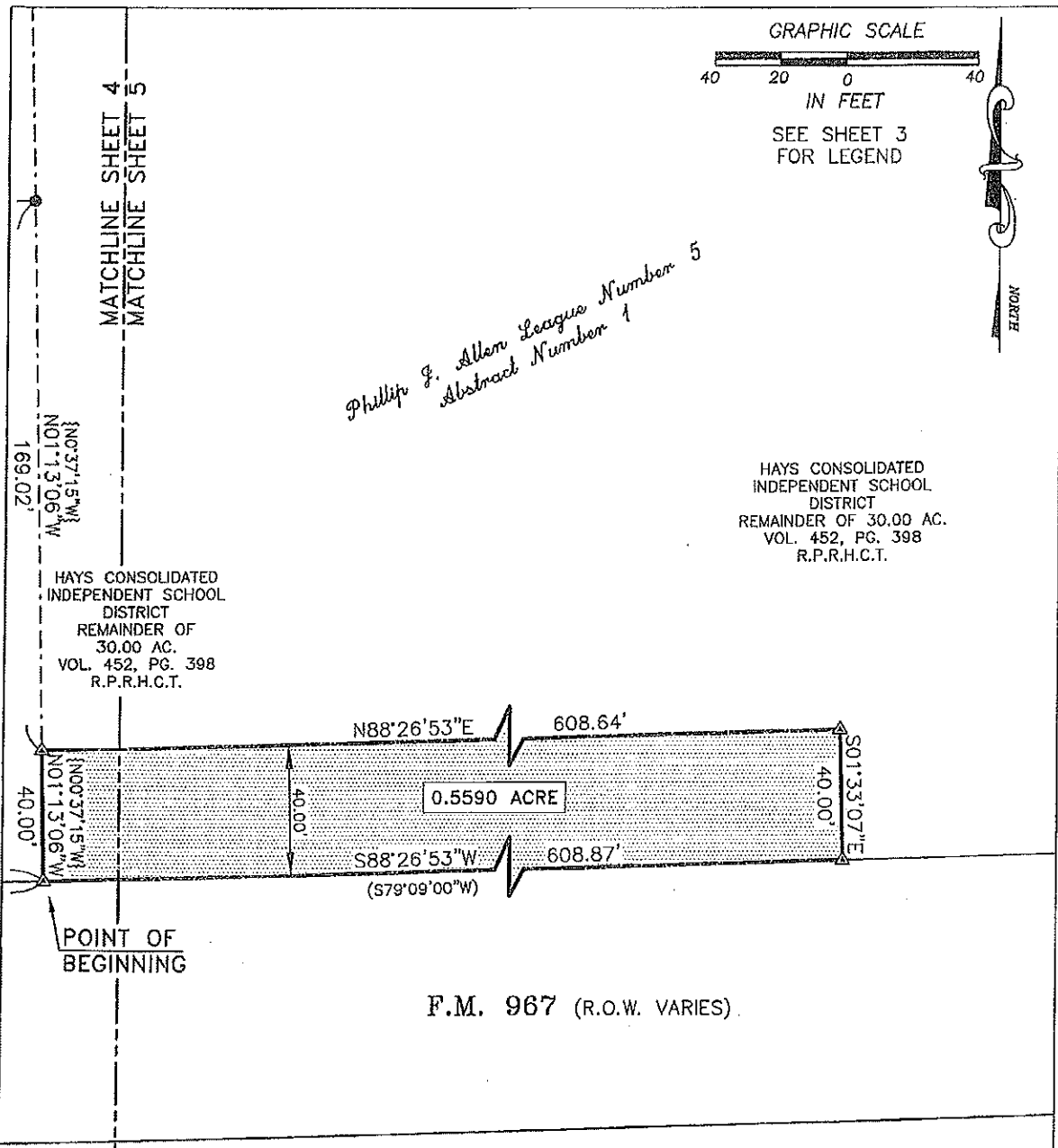
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Job No.	Layer State:	
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Date: 06/17/09	Checked By: JSL	Drawn By: RLW

EXHIBIT "A"



<p>SKETCH TO ACCOMPANY DESCRIPTION OF 0.5590 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS</p>	<p>BASELINE LAND SURVEYORS, INC. PROFESSIONAL LAND SURVEYING SERVICES 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754 OFFICE: 512.374.9722 FAX: 512.873.9743 ron-basallne@austin.rr.com</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <tr> <td>File: S:\Proj\Bastrom\20 Ac\Draw\PARCEL 12 40' W & WW Esmc.dwg</td> <td rowspan="2" style="text-align: center;">SHEET</td> </tr> <tr> <td>Job No. _____ Layer State: _____</td> </tr> <tr> <td>Scale (Hor.): 1"=40' Scale (Vert.): _____</td> <td rowspan="2" style="text-align: center;">4 of 5</td> </tr> <tr> <td>Date: 06/17/09 Checked By: JSL Drawn By: RLW</td> </tr> </table>	File: S:\Proj\Bastrom\20 Ac\Draw\PARCEL 12 40' W & WW Esmc.dwg	SHEET	Job No. _____ Layer State: _____	Scale (Hor.): 1"=40' Scale (Vert.): _____	4 of 5	Date: 06/17/09 Checked By: JSL Drawn By: RLW
File: S:\Proj\Bastrom\20 Ac\Draw\PARCEL 12 40' W & WW Esmc.dwg	SHEET						
Job No. _____ Layer State: _____							
Scale (Hor.): 1"=40' Scale (Vert.): _____	4 of 5						
Date: 06/17/09 Checked By: JSL Drawn By: RLW							

EXHIBIT "A"



GRAPHIC SCALE
 40 20 0 40
 IN FEET
 SEE SHEET 3
 FOR LEGEND

NORTH

MATCHLINE SHEET 4
 MATCHLINE SHEET 5

*Phillip J. Allen League Number 5
 Abstract Number 1*

HAYS CONSOLIDATED
 INDEPENDENT SCHOOL
 DISTRICT
 REMAINDER OF
 30.00 AC.
 VOL. 452, PG. 398
 R.P.R.H.C.T.

HAYS CONSOLIDATED
 INDEPENDENT SCHOOL
 DISTRICT
 REMAINDER OF 30.00 AC.
 VOL. 452, PG. 398
 R.P.R.H.C.T.

N88°26'53"E 608.64'
 S01°33'07"E 40.00'
 S88°26'53"W 608.87'
 (S79°09'00"W)
 N01°13'06"W 169.02'
 N00°37'15"W 40.00'
 N01°13'06"W 40.00'

POINT OF BEGINNING

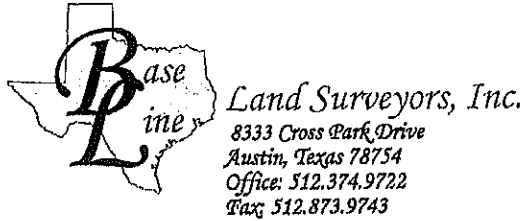
SKETCH TO ACCOMPANY DESCRIPTION
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Job No. _____	5 of 5
Scale (Hor.): 1"=40'	Scale (Vert.): _____
Date: 06/17/09	Checked By: JSL Drawn By: RLW

EXHIBIT "B"

Page 1 of 4



METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.2201 OF ONE ACRE OF LAND, CONFIGURED AS A 20.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a 1/2" rebar found for the southwest corner of a 17.465 acre tract of land conveyed to Southern Hills Church of Christ of Buda by instrument of record in Document Number 9915765 of the Official Public Records of Hays County, Texas and being the southeast corner of an 18.47 acre tract of land conveyed to Sarah Jane Brown Brownlow by instrument of record in Volume 308, Page 9 of the Deed Records of Hays County, Texas and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies);

THENCE North 88°26'53" East (record: North 79°09'00" East), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967, passing at a distance of 787.45 feet (record: 787.48 feet) a calculated point for the southwest corner of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas and the southeast corner of the 17.465 acre tract; from which a 1/2" rebar found for the northwest corner of the 1.00 acre tract and being an angle point in the east line of the 17.465 acre tract bears North 01°13'06" West a distance of 208.88 feet (record: North 10°31'02" West a distance of 208.78 feet) and continuing along the north right-of-way line of F.M. Highway Number 967 and the south line of said 1.00 acre tract a further distance of 208.86 feet to a calculated point for the southeast corner of the 1.00 acre tract and being the southwest corner of said remainder of a 30.00 acre tract; from which a 1/2" rebar found for the northeast corner of the 1.00 acre tract and being in the west line of the remainder of a 30.00 acre tract bears North 01°13'06" West (record: North 00°37'15" West) a distance of 209.02 feet and continuing along the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 for a total distance of 1605.18 feet to a calculated point;

THENCE crossing through the remainder of a 30.00 acre tract the following five (5) courses:

1. North 01°33'07" West a distance of 20.00 feet to a calculated point for the POINT OF BEGINNING.
2. continue North 01°33'07" West a distance of 20.00 feet to a calculated point;
3. North 43°26'53" East a distance of 333.12 feet to a calculated point;

EXHIBIT "B"

Page 2 of 4

4. North $01^{\circ}10'17''$ West, along a line 20.00 feet west of (as measured perpendicularly) and parallel with the east line of the remainder of a 30.00 acre tract and the west right-of-way line of Buda Parkway (70' R.O.W.) a distance of 129.66 feet to a calculated point;
5. North $88^{\circ}49'43''$ East a distance of 20.00 feet to a calculated point in the east line of the remainder of a 30.00 acre tract and said west right-of-way line of Buda Parkway;

THENCE South $01^{\circ}10'17''$ East, along the east line of the remainder of a 30.00 acre tract and the west right-of-way line of Buda Parkway a distance of 137.87 feet to a calculated point;

THENCE crossing through the remainder of a 30.00 acre tract the following two (2) courses:

1. South $43^{\circ}26'53''$ West a distance of 349.61 feet to a calculated point;
2. South $88^{\circ}26'53''$ West a distance of 8.28 feet to the POINT OF BEGINNING.

This parcel contains 0.2201 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
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Ronnie Wallace 22 June 2009
Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722

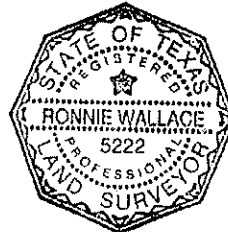
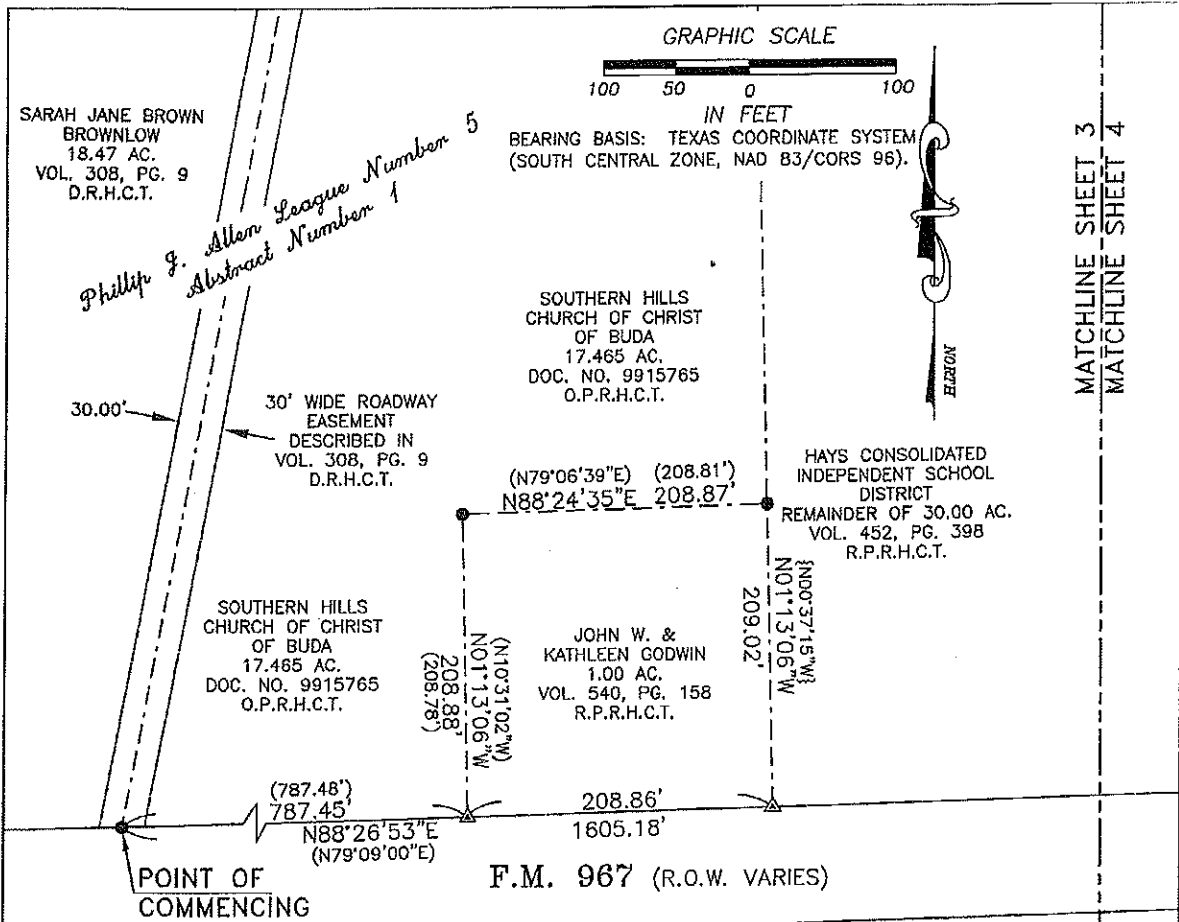
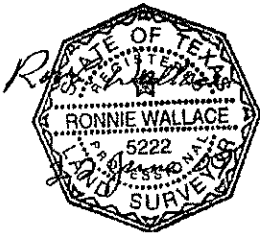


EXHIBIT "B"



LEGEND

SYMBOL	DESCRIPTION
▲	60D NAIL FOUND
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	REBAR FOUND (CAP NOTED)
△	CALCULATED POINT
R.O.W.	RIGHT OF WAY
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.T.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
()	RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
{ }	RECORD INFORMATION—VOL. 452, PG. 398, R.P.R.H.C.T.
{ }	RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.

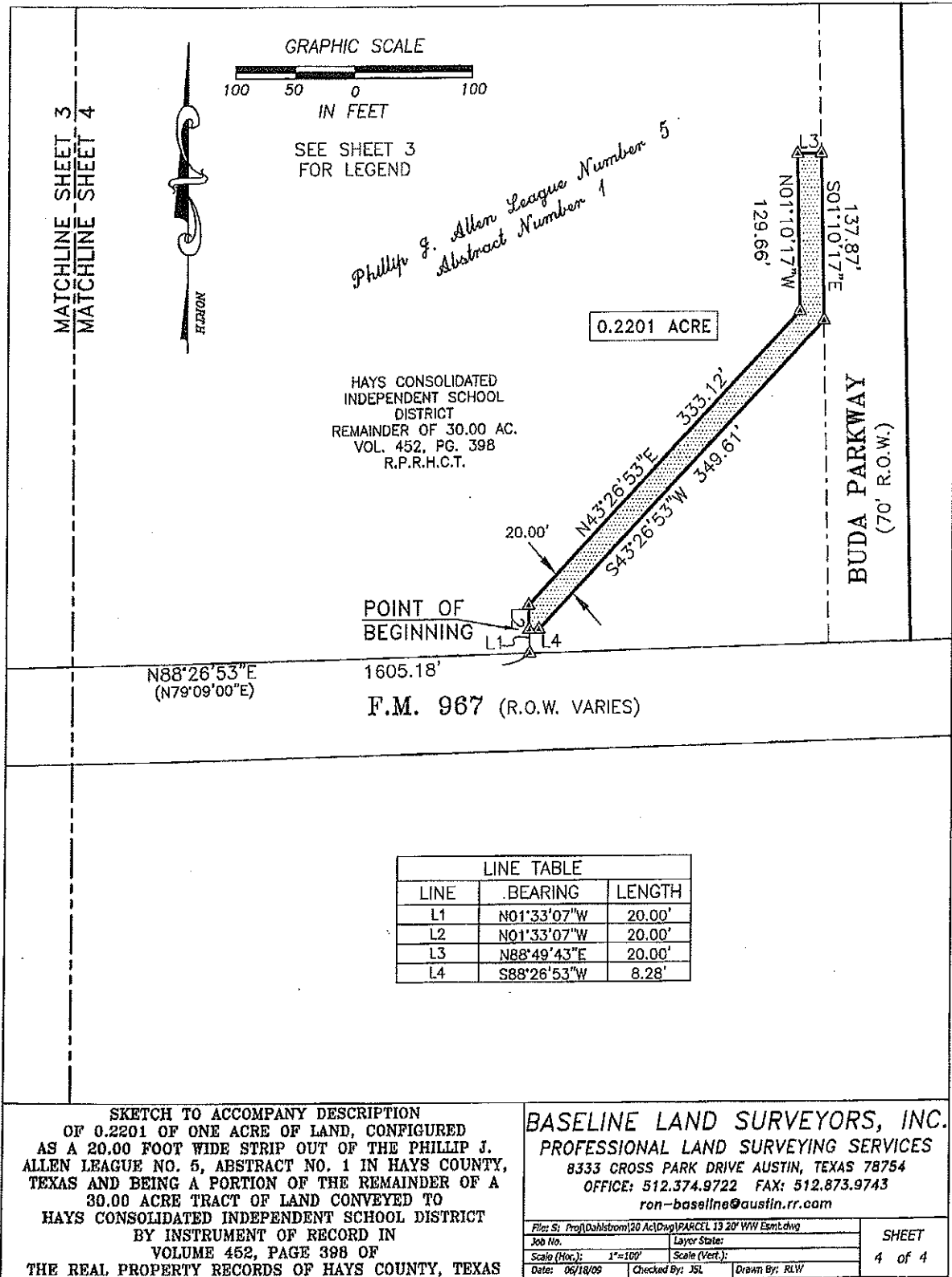


SKETCH TO ACCOMPANY DESCRIPTION OF 0.2201 OF ONE ACRE OF LAND, CONFIGURED AS A 20.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NO. 5, ABSTRACT NO. 1 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS

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PROFESSIONAL LAND SURVEYING SERVICES
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OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com

File: S:\Proj\Delistrom\20 Ac\Draw\PARCEL 13 20' W/W Easmt.dwg	Layer State:	SHEET 3 of 4
Job No:	Scale (Vert.):	
Scale (Hor.): 1"=100'	Scale (Vert.):	
Date: 06/18/09	Checked By: JSL	Drawn By: RLW

EXHIBIT "B"



SKETCH TO ACCOMPANY DESCRIPTION
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Job No.	Layer State:	
Scale (Hor.): 1"=100'	Scale (Vert.):	
Date: 06/18/09	Checked By: JSJ	Drawn By: RLW

Easement Agreement for Wastewater Lines

Date: _____, 2009

Grantors: Hays Consolidated Independent School District, Hays County, Texas

Grantor's Mailing Address: Hays CISD Central Administration, 21003 Interstate 35,
Kyle, TX 78640

Grantee/Holder: City of Buda, Hays County, Texas

Grantee's Mailing Address: 121 Main Street, Buda, Texas 78610

Dominant Estate: All that certain parcel of land described as the remainder of a 30.00-acre tract out of and a part of the Phillip J. Allen League Number 5, Abstract Number 1, Hay County, Texas and more fully described in the document recorded in Volume 452, Page 398, Official Public Records of Hays County, Texas.

Easement Property: All those certain tracts, pieces or parcels of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof for all purposes, to which reference are here made for a more particular descriptions of said properties.

Easement Purpose: The easement shall be used for the purpose of excavating for, laying, constructing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, making connections to or repairing of wastewater lines and related appurtenances upon and across the EASEMENT PROPERTY.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are acknowledged by Grantor.

Restrictive Covenant: The following restrictive covenant is included as mandated by standing orders in Civil Action No. 5281, United States v. Texas, et al, in the United States District Court for the Eastern District of Texas:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

1. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
2. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon the Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in paragraph "1" above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in paragraph "2" above shall be construed for the benefit of any public school district or any person prejudiced by its violation."

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easements referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the

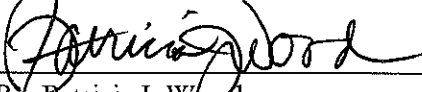
right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work. If the fence was constructed after this easement agreement, replacement shall be at the expense of the grantor.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in

this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

BOARD OF TRUSTEES OF THE HAYS
CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT



By: Patricia J. Wood

President, Board of Trustees

STATE OF TEXAS

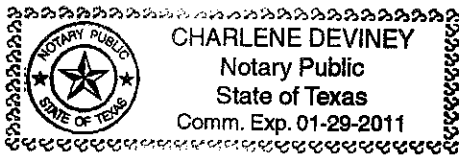
)
)
)

ACKNOWLEDGMENT

COUNTY OF HAYS

On this day personally appeared Patricia J. Wood, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon his oath, stated that he was the President of the Board of Trustees of the Hays Consolidated Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on September 21, 2009; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this 22 day of September 2009.



Charlene Deviney

Notary Public in and for the State of Texas

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF BUDA

By: Kenneth Williams
City Manager

STATE OF TEXAS

)

ACKNOWLEDGMENT

)

COUNTY OF HAYS

)

On this day personally appeared Kenneth Williams, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon his oath, stated that he was the City Manager of the City of Buda; that he was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this ____ day of _____, 2009.

Notary Public in and for the State of Texas

After Recording, Return to:

Lockwood, Andrews & Newnam, Inc
c/o ROW Services
400 W. Hopkins, Suite 203
San Marcos, TX 78666

EXHIBIT "A"

Page 1 of 5



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.5590 OF ONE ACRE OF LAND, CONFIGURED AS A 40.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a 1/2" rebar found for the southwest corner of a 17.465 acre tract of land conveyed to Southern Hills Church of Christ of Buda by instrument of record in Document Number 9915765 of the Official Public Records of Hays County, Texas and being the southeast corner of an 18.47 acre tract of land conveyed to Sarah Jane Brown Brownlow by instrument of record in Volume 308, Page 9 of the Deed Records of Hays County, Texas and being in the centerline of a 30.00 foot wide roadway easement described in Volume 308, Page 9 of the Deed Records of Hays County, Texas also being in the north right-of-way line of F.M. Highway Number 967 (R.O.W. varies);

THENCE North 88°26'53" East (record: North 79°09'00" East), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967, passing at a distance of 787.45 feet (record: 787.48 feet) a calculated point for the southwest corner of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas and the southeast corner of the 17.465 acre tract; from which a 1/2" rebar found for the northwest corner of the 1.00 acre tract and being an angle point in the east line of the 17.465 acre tract bears North 1°13'06" West a distance of 208.88 feet (record: North 10°31'02" West a distance of 208.78 feet) and continuing along the north right-of-way line of F.M. Highway Number 967 and the south line of said 1.00 acre tract for a total distance of 996.31 feet to a calculated point for the southeast corner of the 1.00 acre tract and being the southwest corner of said remainder of a 30.00 acre tract for the POINT OF BEGINNING.

THENCE North 01°13'06" West (record: North 00°37'15" West), along the west line of the remainder of a 30.00 acre tract and the east line of the 1.00 acre tract a distance of 40.00 feet to a calculated point; from which a 1/2" rebar found for the northeast corner of the 1.00 acre tract and being in the west line of said 30.00 acre tract bears North 01°13'06" West (record: North 00°37'15" West) a distance of 169.02 feet;

EXHIBIT "A"

Page 2 of 5

THENCE crossing through the remainder of a 30.00 acre tract the following two (2) courses:

1. North $88^{\circ}26'53''$ East, along a line 40.00 feet north of (as measured perpendicularly) and parallel with the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 608.64 feet to a calculated point;
2. South $01^{\circ}33'07''$ East a distance of 40.00 feet to a calculated point in the south line of the remainder of a 30.00 acre tract and being in the north right-of-way line of F.M. Highway Number 967;

THENCE South $88^{\circ}26'53''$ West (record: South $79^{\circ}09'00''$ West), along the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 a distance of 608.87 feet to the POINT OF BEGINNING.

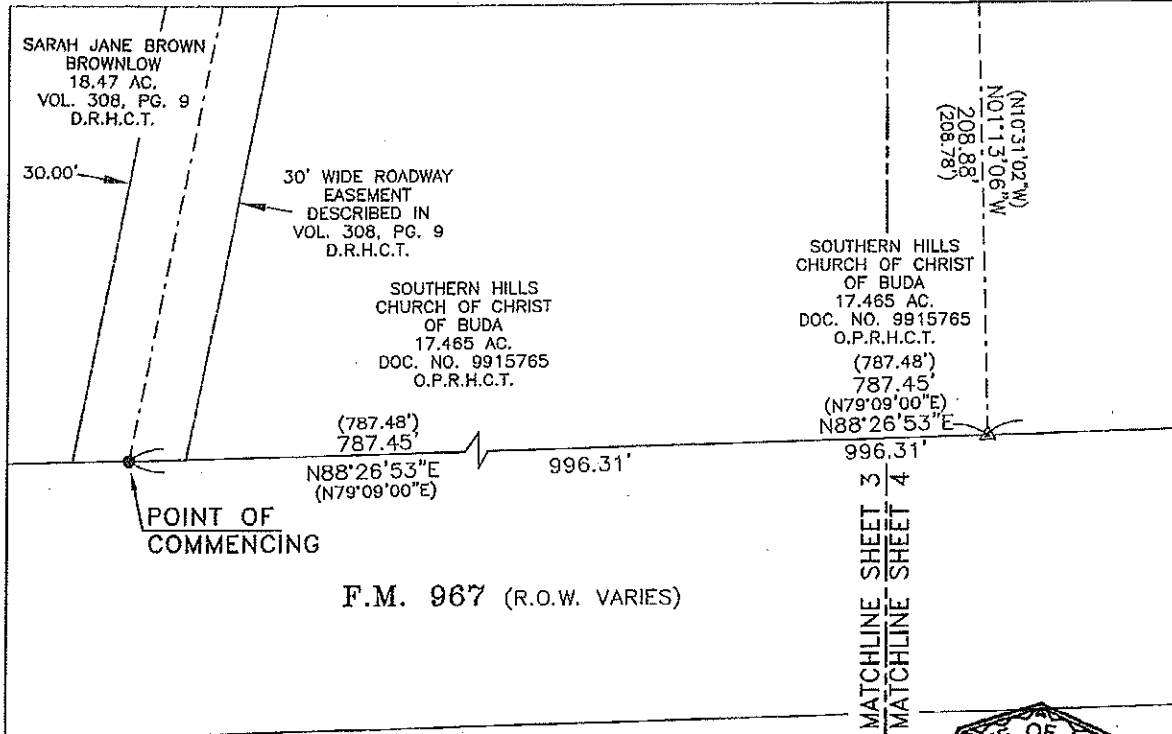
This parcel contains 0.5590 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
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Ronnie Wallace 22 June 2009
Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722



EXHIBIT "A"



*Phillip J. Allen League Number 5
Abstract Number 1*

GRAPHIC SCALE

40 20 0 40
IN FEET

BEARING BASIS: TEXAS COORDINATE SYSTEM
(SOUTH CENTRAL ZONE, NAD 83/CORS 98).

LEGEND

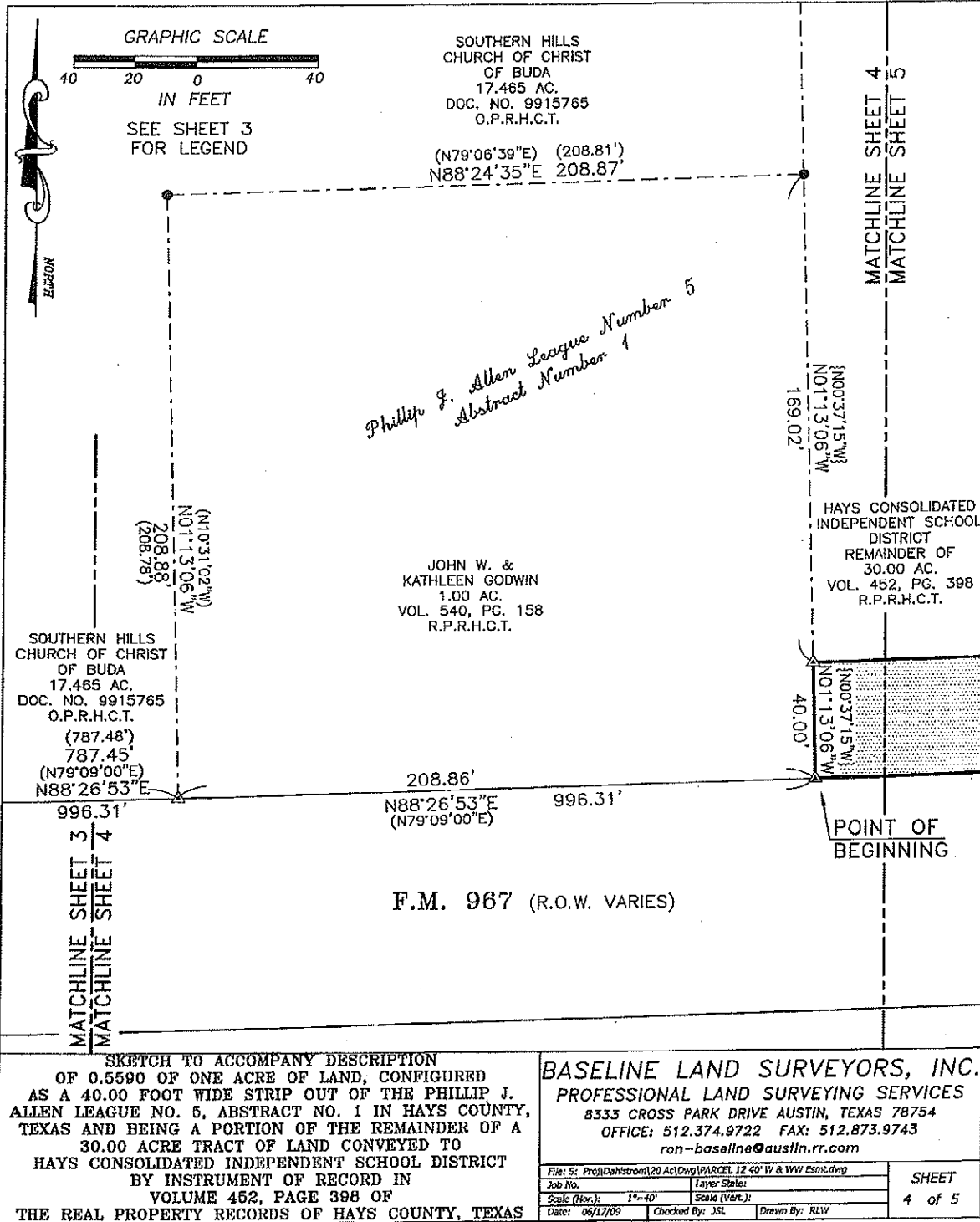
SYMBOL	DESCRIPTION
▲	60D NAIL FOUND
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	REBAR FOUND (CAP NOTED)
△	CALCULATED POINT
R.O.W.	RIGHT OF WAY
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.T.	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
()	RECORD INFORMATION—DOC. NO. 9915765, O.P.R.H.C.T.
{ }	RECORD INFORMATION—VOL. 452, PG. 398, R.P.R.H.C.T.
{ } { }	RECORD INFORMATION—TXDOT RIGHT OF WAY MAP, F.M. HWY. NO. 967, JANUARY 1950.

SKETCH TO ACCOMPANY DESCRIPTION
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 BY INSTRUMENT OF RECORD IN
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BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
 OFFICE: 512.374.9722 FAX: 512.873.9743
 ran-baseline@austin.rr.com

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Job No.	Layer State:	
Scale (Hor): 1"=40'	Scale (Vert):	
Date: 06/17/09	Checked By: JSL	Drawn By: RLW

EXHIBIT "A"

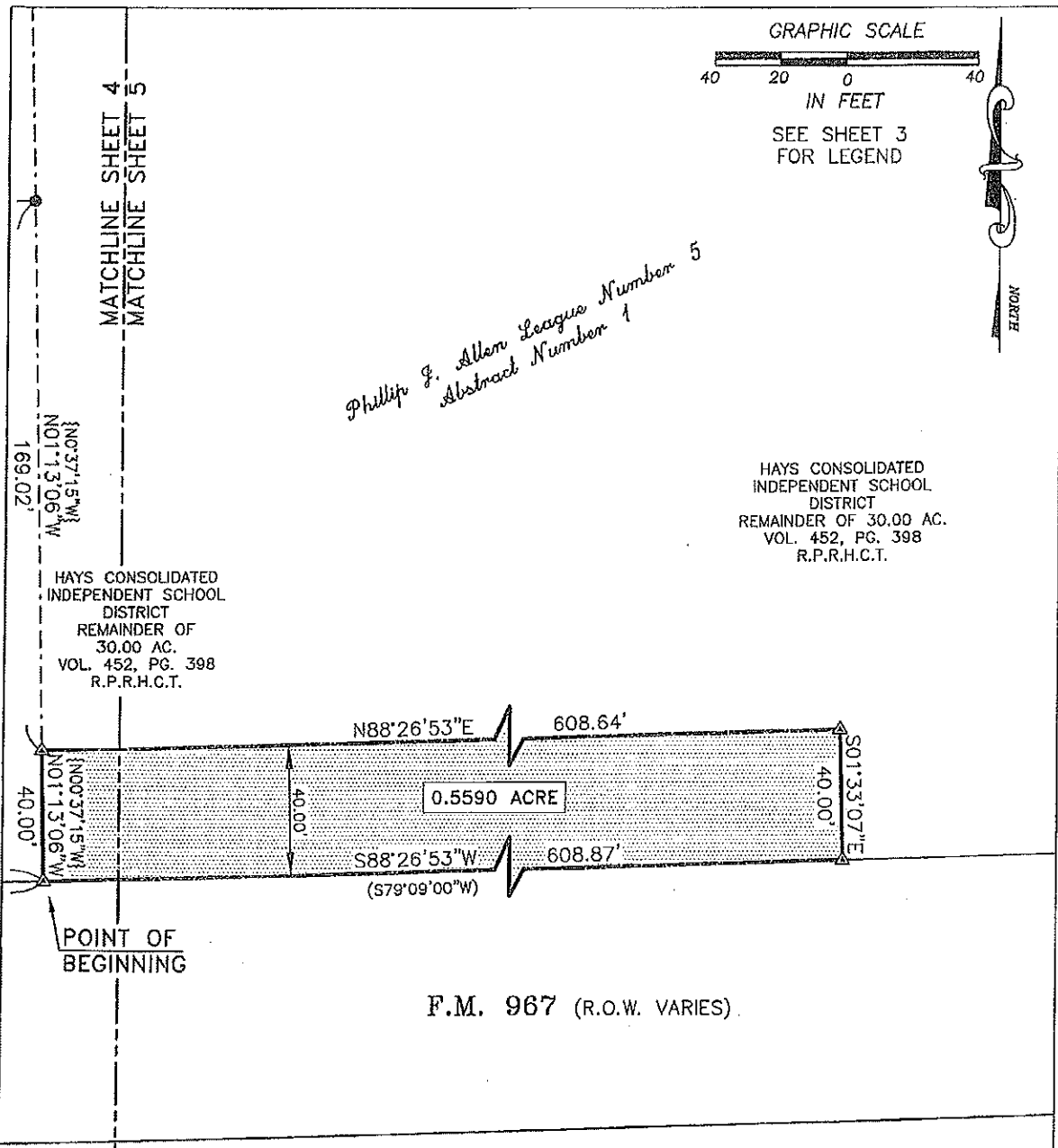


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EXHIBIT "A"



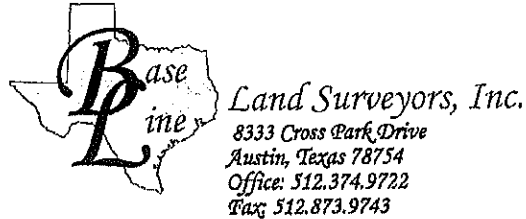
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Date: 06/17/09	Checked By: JSL Drawn By: RLW

EXHIBIT "B"

Page 1 of 4



METES AND BOUNDS DESCRIPTION WITH ACCOMPANYING SKETCH

BEING 0.2201 OF ONE ACRE OF LAND, CONFIGURED AS A 20.00 FOOT WIDE STRIP OUT OF THE PHILLIP J. ALLEN LEAGUE NUMBER 5, ABSTRACT NUMBER 1, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A 30.00 ACRE TRACT OF LAND CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT OF RECORD IN VOLUME 452, PAGE 398 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE North 88°26'53" East (record: North 79°09'00" East), along the south line of the 17.465 acre tract and the north right-of-way line of F.M. Highway Number 967, passing at a distance of 787.45 feet (record: 787.48 feet) a calculated point for the southwest corner of a 1.00 acre tract of land conveyed to John W. and Kathleen Godwin by instrument of record in Volume 540, Page 158 of the Real Property Records of Hays County, Texas and the southeast corner of the 17.465 acre tract; from which a 1/2" rebar found for the northwest corner of the 1.00 acre tract and being an angle point in the east line of the 17.465 acre tract bears North 01°13'06" West a distance of 208.88 feet (record: North 10°31'02" West a distance of 208.78 feet) and continuing along the north right-of-way line of F.M. Highway Number 967 and the south line of said 1.00 acre tract a further distance of 208.86 feet to a calculated point for the southeast corner of the 1.00 acre tract and being the southwest corner of said remainder of a 30.00 acre tract; from which a 1/2" rebar found for the northeast corner of the 1.00 acre tract and being in the west line of the remainder of a 30.00 acre tract bears North 01°13'06" West (record: North 00°37'15" West) a distance of 209.02 feet and continuing along the south line of the remainder of a 30.00 acre tract and the north right-of-way line of F.M. Highway Number 967 for a total distance of 1605.18 feet to a calculated point;

THENCE crossing through the remainder of a 30.00 acre tract the following five (5) courses:

1. North 01°33'07" West a distance of 20.00 feet to a calculated point for the POINT OF BEGINNING.
2. continue North 01°33'07" West a distance of 20.00 feet to a calculated point;
3. North 43°26'53" East a distance of 333.12 feet to a calculated point;

EXHIBIT "B"

Page 2 of 4

4. North $01^{\circ}10'17''$ West, along a line 20.00 feet west of (as measured perpendicularly) and parallel with the east line of the remainder of a 30.00 acre tract and the west right-of-way line of Buda Parkway (70' R.O.W.) a distance of 129.66 feet to a calculated point;
5. North $88^{\circ}49'43''$ East a distance of 20.00 feet to a calculated point in the east line of the remainder of a 30.00 acre tract and said west right-of-way line of Buda Parkway;

THENCE South $01^{\circ}10'17''$ East, along the east line of the remainder of a 30.00 acre tract and the west right-of-way line of Buda Parkway a distance of 137.87 feet to a calculated point;

THENCE crossing through the remainder of a 30.00 acre tract the following two (2) courses:

1. South $43^{\circ}26'53''$ West a distance of 349.61 feet to a calculated point;
2. South $88^{\circ}26'53''$ West a distance of 8.28 feet to the POINT OF BEGINNING.

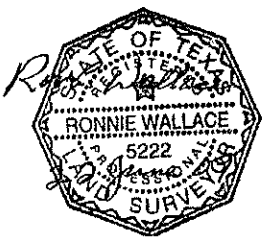
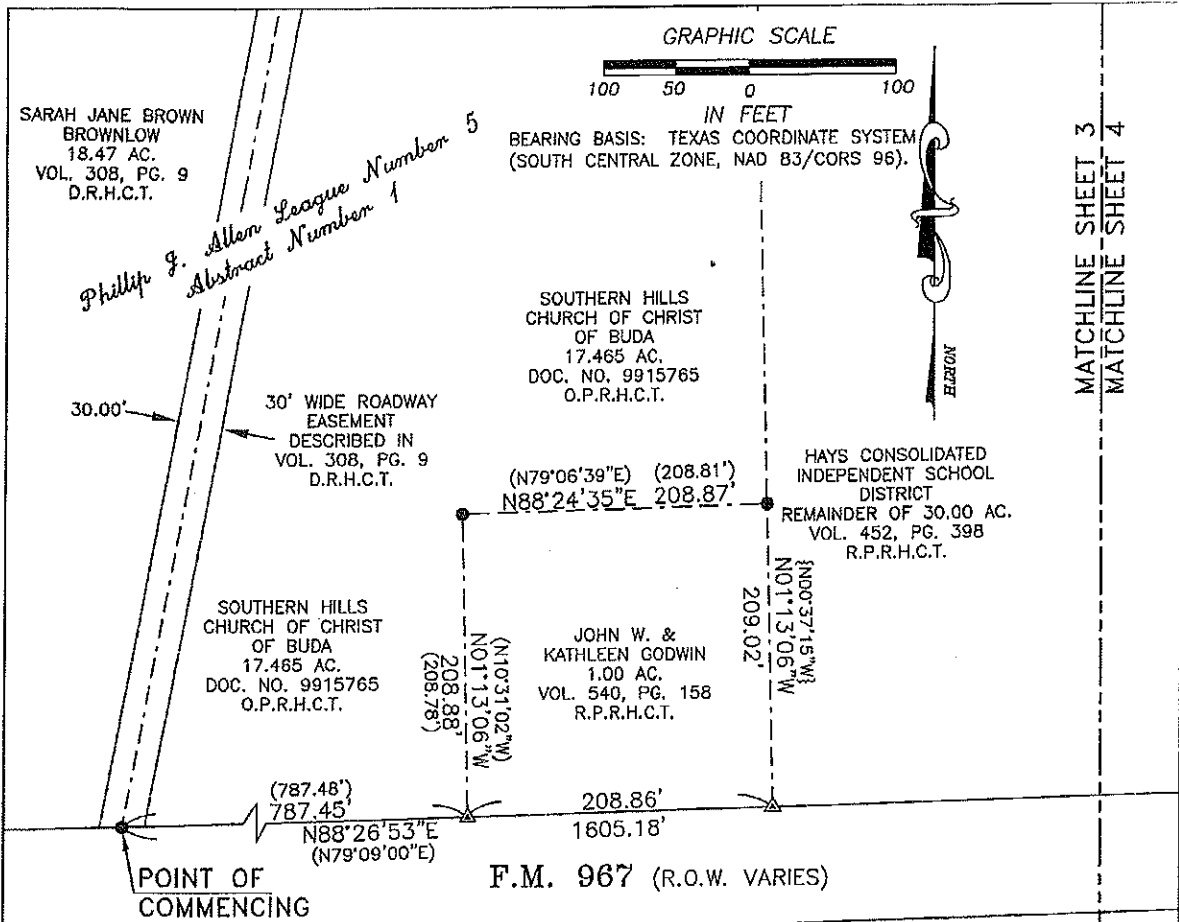
This parcel contains 0.2201 of one acre of land, more or less, out of the Phillip J. Allen League No. 5, Abstract No. 1 in Hays County, Texas.

Bearing Basis: the Texas Coordinate System (South Central Zone, NAD 83/CORS 96).
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Ronnie Wallace 22 June 2009
Ronnie Wallace
Registered Professional Land Surveyor
No. 5222 State of Texas
Baseline Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
(512) 374.9722



EXHIBIT "B"

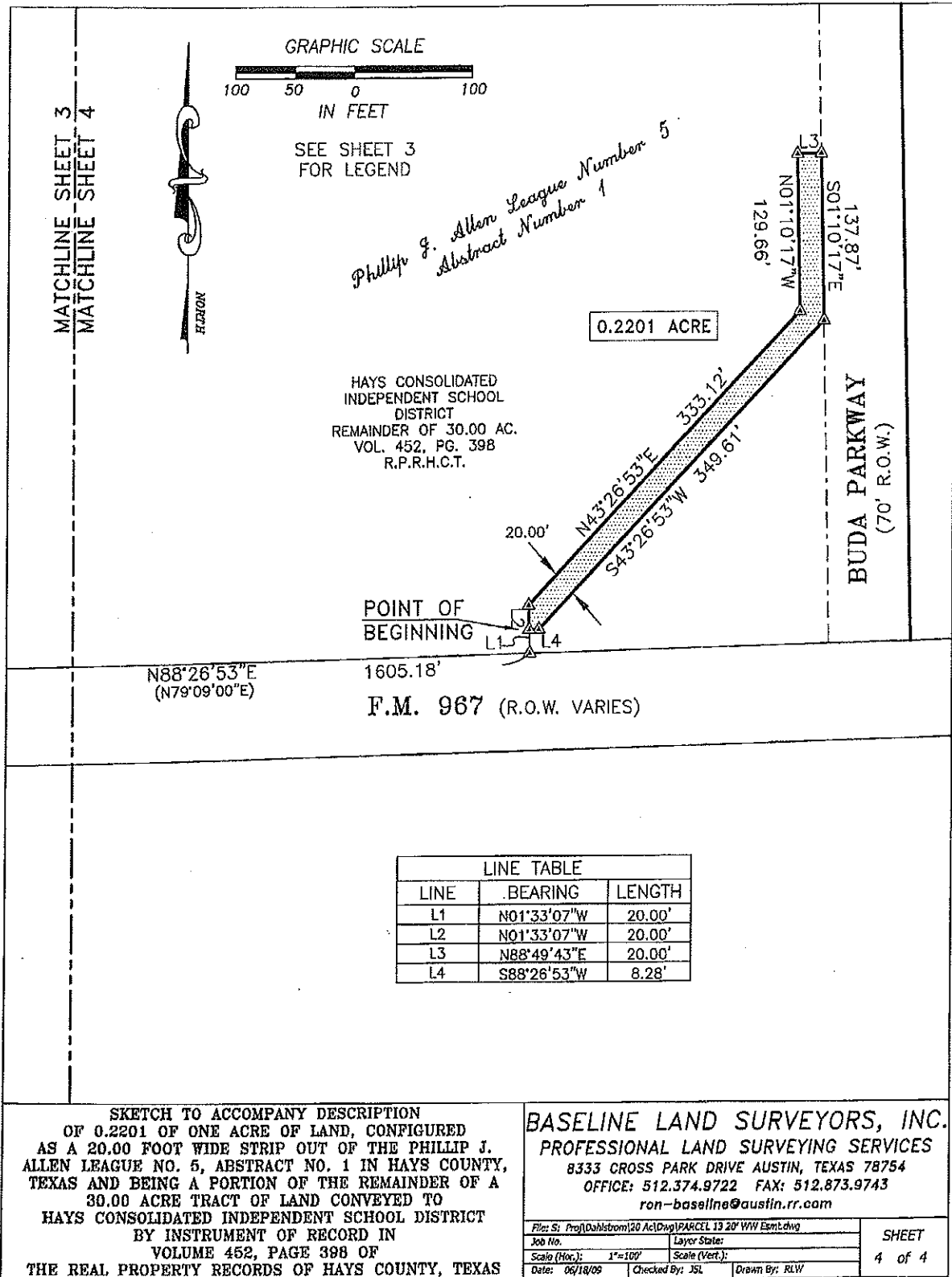


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PROFESSIONAL LAND SURVEYING SERVICES
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OFFICE: 512.374.9722 FAX: 512.873.9743
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Date: 06/18/09	Checked By: JSL	Drawn By: RLW

EXHIBIT "B"



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Date: 06/18/09	Checked By: JSJ	Drawn By: RLW



City Council Agenda Item Report

October 7, 2009

Regular Agenda Item

Contact – Mike Beggs, City of Buda, 512-312-0084

mbeggs@ci.buda.tx.us

SUBJECT: Deliberation and possible action on the Approval of the placement of the State mandated signs regarding the use of Cell Phones in School Zones.

1. Background/History

The Public Works Dept. received documentation from TXDOT stating that HB 55 was passed by the State Legislature which prohibits the use of cell phones in school zones that are posted with signs prohibiting the use of cell phones. This prohibition does not apply to the use of cell phones in the zone with a hands free device. The enforcement in these zones cannot be carried out if the signage is not there.

2. FINDINGS/CURRENT ACTIVITY

The current locations for the City of Buda for signs to be posted will be located at Main St. at San Antonio St. and Elm St. at Main St. Other school zones within the city are located on state highways and will be posted by TXDOT after notification by the city. The surrounding cities are posting signs prohibiting cell phone use. The law goes into effect September 1, 2009.

3. FINANCIAL IMPACT

The City of Buda requires four signs in the two zones with a total cost of \$100.00 to the City of Buda. Signs in school zones along state highways will be installed at TXDOT's cost. Possibly more revenues due to citations being issued.

4. ACTION OPTIONS/RECOMMENDATION

City Council action on the possible placement of signs stating the prohibition of cell phone use in school zones in the City of Buda with enforcement action allowed by law enforcement agencies.



Texas Department of Transportation

P.O. BOX 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

August 19, 2009

City Manager
City of Buda
PO Box 1218
Buda, TX 78610

REC'D AUG 24 2009

Dear Sir/Madam:

In accordance with HB 55, 81st Legislature, TxDOT has adopted the "Cell Phone Use Prohibited-Up To \$200 Fine" (S7-1T) sign. *(HB55 attached)*

HB 55 which becomes effective September 1, 2009, states "A municipality, county, or other political subdivision that enforces this section shall post a sign that complies with the standards described by this subsection at the entrance to each school crossing zone in the municipality, county, or other political subdivision".

As required, the "Cell Phone Use Prohibited-Up To \$200 Fine" (S7-1T) sign shall be posted below the School Speed Limit (S5-1) sign.

The signs details can be found in Section 5 of the Standard Highway Sign Design Manual (SHSD), which can be found at the following web address: *(Attached)*

http://www.txdot.gov/txdot_library/publications/highway_signs.htm

Starting September of 2009, the Texas Department of Transportation (TxDOT), Austin District will be installing these signs in school zones on state maintained roadways throughout our eleven county area of control. However, if the zone is located on a non-state maintained roadway, it will be city's responsibility to coordinate with the stakeholders, install and maintain these signs. We are in the process of notification to individual school districts of our intent to install these signs on our roadways.

If you have any questions or suggestions, please contact me at (512) 832-7115 or David Baroi, Ph.D., P.E. at (512)-832-7014.

Sincerely,

Imelda L. Barrett, P.E.
Director of Transportation Operations

cc: Carlos A. Lopez, P.E., Austin District Engineer, TxDOT
Robert Guydosh, P.E., Austin District Signal Shop, TxDOT

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

AN ACT

1
2 relating to an offense of using a wireless communication device
3 while operating a motor vehicle.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 545.425, Transportation Code, is amended
6 to read as follows:

7 Sec. 545.425. USE OF WIRELESS COMMUNICATION DEVICE; OFFENSE
8 [BY CERTAIN MOTORISTS]. (a) In this section:

9 (1) "Hands-free device" means speakerphone capability
10 or a telephone attachment or other piece of equipment, regardless
11 of whether permanently installed in the motor vehicle, that allows
12 use of the wireless communication device without use of either of
13 the operator's hands.

14 (2) "Wireless communication device" means a device
15 that uses a commercial mobile service, as defined by 47 U.S.C.
16 Section 332.

17 (b) Except as provided by Subsection (c), an operator may
18 not use a wireless communication device while operating a motor
19 vehicle within a school crossing zone, as defined by Section
20 541.302, Transportation Code, unless:

21 (1) the vehicle is stopped; or

22 (2) the wireless communication device is used with a
23 hands-free device.

24 (b-1) A municipalit²⁴⁸ county, or other political

1 subdivision that enforces this section shall post a sign that
2 complies with the standards described by this subsection at the
3 entrance to each school crossing zone in the municipality, county,
4 or other political subdivision. The department shall adopt
5 standards that:

6 (1) allow for a sign required to be posted under this
7 subsection to be attached to an existing sign at a minimal cost; and

8 (2) require that a sign required to be posted under
9 this subsection inform an operator that:

10 (A) the use of a wireless communication device is
11 prohibited in the school crossing zone; and

12 (B) the operator is subject to a fine if the
13 operator uses a wireless communication device in the school
14 crossing zone.

15 (c) An operator [~~A person~~] may not use a wireless
16 communication device while operating a passenger bus with a minor
17 passenger on the bus unless [~~except in case of emergency or if~~] the
18 passenger bus is stopped [~~not in motion~~].

19 (d) It is an affirmative defense to prosecution of an
20 offense under this section that:

21 (1) the wireless communication device was used to make
22 an emergency call to:

23 (A) an emergency response service, including a
24 rescue, emergency medical, or hazardous material response service;

25 (B) a hospital;

26 (C) a fire department;

27 (D) a health clinic;

1 (E) a medical doctor's office;
2 (F) an individual to administer first aid
3 treatment; or

4 (G) a police department; or
5 (2) a sign required by Subsection (b-1) was not posted
6 at the entrance to the school crossing zone at the time of an
7 offense committed in the school crossing zone.

8 (e) This section does not apply to:

9 (1) an operator of an authorized emergency vehicle
10 using a wireless communication device while acting in an official
11 capacity; or

12 (2) an operator who is licensed by the Federal
13 Communications Commission while operating a radio frequency device
14 other than a wireless communication device.

15 (f) This section preempts all local ordinances, rules, or
16 regulations that are inconsistent with specific provisions of this
17 section adopted by a political subdivision of this state relating
18 to the use of a wireless communication device by the operator of a
19 motor vehicle.

20 SECTION 2. The change in law made by this Act applies only
21 to an offense committed on or after the effective date of this Act.
22 An offense committed before the effective date of this Act is
23 governed by the law in effect when the offense was committed, and
24 the former law is continued in effect for that purpose. For
25 purposes of this section, an offense was committed before the
26 effective date of this Act if any element of the offense was
27 committed before that date. 250

H.B. No. 55

1 SECTION 3. This Act takes effect September 1, 2009.

 President of the Senate

 Speaker of the House

I certify that H.B. No. 55 was passed by the House on May 15, 2009, by the following vote: Yeas 106, Nays 32, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 55 on May 29, 2009, by the following vote: Yeas 138, Nays 4, 1 present, not voting.

 Chief Clerk of the House

I certify that H.B. No. 55 was passed by the Senate, with amendments, on May 26, 2009, by the following vote: Yeas 27, Nays 4.

 Secretary of the Senate

APPROVED: _____

Date

 Governor

LEGISLATIVE BUDGET BOARD
Austin, Texas

FISCAL NOTE, 81ST LEGISLATIVE REGULAR SESSION

May 28, 2009

TO: Honorable Joe Straus, Speaker of the House, House of Representatives

FROM: John S. O'Brien, Director, Legislative Budget Board

IN RE: **HB55** by Branch (Relating to an offense of using a wireless communication device while operating a motor vehicle.), **As Passed 2nd House**

No significant fiscal implication to the State is anticipated.

The bill would amend the Transportation Code to prohibit an operator of a motor vehicle from using a wireless communication device while operating a motor vehicle within a school crossing zone unless the vehicle is stopped or the wireless device is used with a hands-free device. An exception to the use of a wireless communication device in a school zone would be allowed for making an emergency call to certain entities and would not apply to certain entities. An offense would be a misdemeanor punishable by a fine of not more than \$50.

A municipality, county, or other political subdivision that enforces the applicable section of the Transportation Code would be required to post a sign at the entrance to each school crossing zone within the entity's jurisdiction. The Department of Public Safety would be required to adopt standards related to the signs.

The proposed change in law would preempt all local ordinances, rules, or regulations adopted by a political subdivision of the state related to the use of a wireless communication device by the operator of a motor vehicle that are inconsistent with the specific provisions of the bill. The change in law would apply only to an offense committed on or after the effective date of the bill, which would take effect on September 1, 2009.

It is anticipated that any costs associated with enforcement would be absorbed using existing resources.

Local Government Impact

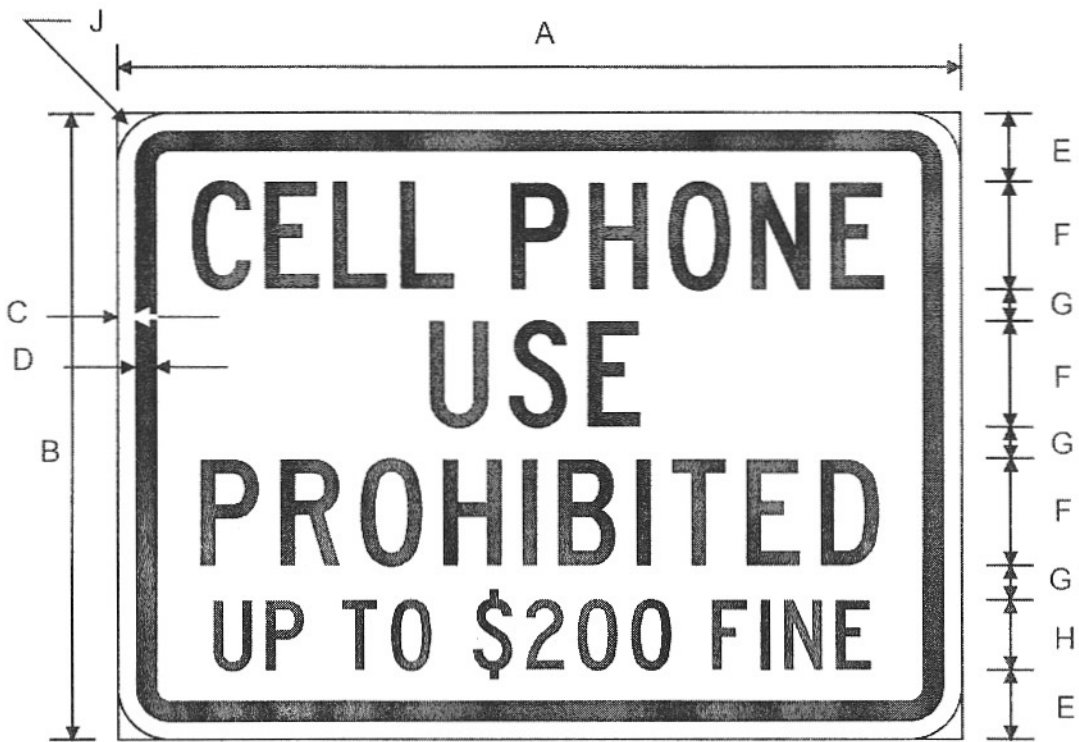
A municipality, county, or other political subdivision would incur costs for purchasing and posting signs at all school crossing zones. According to information obtained from the Texas Department of Transportation, the cost of a small mounted sign is between \$450 and \$650. The total cost for each affected unit of local government would depend on the standards established for the size and type of sign and the number of school crossing zones within each municipality, county, or other political subdivision.

Costs could also be incurred to make administrative adjustments if a local government entity has existing ordinances, rules, or regulations that would be preempted; depending on fines imposed by the current local ordinance, rule, or regulation, a local government's revenue could also be affected.

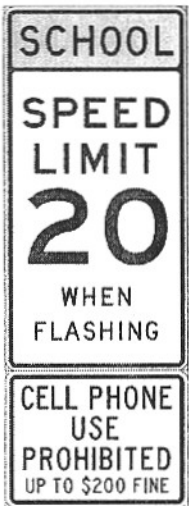
Any revenue gain related to the fine specified in the bill would depend on the number of offenses prosecuted and the amount of the fine imposed up to the \$50 limit.

Source Agencies: 405 Department of Public Safety

LBB Staff: JOB, KJG, DB



S7-1T



A	B	C	D	E	F	G	H	J
24	18	.375	.625	2	3C	1	2C	1.5
36	18	.375	.625	2	3C	1	2C	1.5
48	36	.75	1.25	4	5C	3	4C	3

COLORS: LEGEND - BLACK
 BACKGROUND - WHITE (RETROREFLECTIVE)



City Council Agenda Item Report

October 7, 2009

Agenda Item No.

Contact – Kenneth Williams, City of Buda, 512-312-0084

kwilliams@ci.buda.tx.us

SUBJECT: Deliberation and possible action on the request for funding for the Buda Fine Arts Festival in the amount of \$4,000 for FY 09-10.

1. BACKGROUND/HISTORY

Staff has had a request from a City Council Member to reconsider The Buda Fine Arts Festival organization for funding in the FY 2009-2010 Hotel/Motel Tax Budget. Previously in budget discussions, for various reason this group was not approved for funding. Their signature event is the Buda Fine Arts Festival which is held on the first weekend in October in conjunction with Fire Fest.

2. FINDINGS/CURRENT ACTIVITY

The Fine Arts Festival group has been funded by the City of Buda in the past. A budget with accompanying expenses has been submitted as supporting documentation. The festival will be held in the greenbelt area and they have paid their rental fee and deposit for the use of the park. Fine Art will be on display for sale by local and visiting artist.

3. FINANCIAL IMPACT

The Fine Arts Festival was funded in the amount of \$4,000 dollars in the 2008-2009 budget. This money would come out of Hotel/Motel Tax Funds of which money is available. Activities supported by the Hotel/Motel Tax Fund should help to promote tourism and visitors to the city or put "heads in beds" at hotels/motels in the City of Buda.

4. ACTION OPTIONS/RECOMMENDATION

City Council consideration of funding the Fine Arts Festival through Hotel/Motel Tax proceeds for fiscal year 2009/2010.

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2009

475-Hotel / Motel Tax Fund

Culture/Recreation

Hotel / Motel

% OF YEAR COMPLETED: 100.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Designated Services</u>						
475.4747.540.5429 Buda Lions Club	5,000	0.00	5,000.00	0.00	0.00	100.00
475.4747.540.5430 Budafest	2,500	0.00	2,500.00	0.00	0.00	100.00
475.4747.540.5433 Chamber of Commerce	24,400	0.00	24,400.00	0.00	0.00	100.00
475.4747.540.5435 Firefest	5,000	0.00	5,000.00	0.00	0.00	100.00
475.4747.540.5438 Fine Arts Festival	4,000	0.00	4,000.00	0.00	0.00	100.00
475.4747.540.5450 Buda Sportsplex Progra	0	0.00	0.00	0.00	0.00	0.00
TOTAL Designated Services	40,900	0.00	40,900.00	0.00	0.00	100.00

TOTAL Hotel / 40,900 0.00 40,900.00 0.00 0.00 0.00 100.00

25

TOTAL Culture/Recreation 40,900 0.00 40,900.00 0.00 0.00 0.00 100.00

TOTAL EXPENDITURES 40,900 0.00 40,900.00 0.00 0.00 0.00 100.00

REVENUE OVER/(UNDER) EXPENDITURES 91,914 9,354.83 75,907.18 0.00 16,006.82 82.59

Buda Fine Arts Festival Proposed Budget 2009

Income:

Booth Rental: (40 booths x \$150, 2 x 200)	\$ 6400.00
EDC Support:	4000.00
Chamber Support:	500.00
Sponsors: (2 @ 2,500.00)	5000.00
(4 @ 500.00)	2000.00
(2 @ 750.00)	1500.00
(4 @ 250.00)	1000.00
Art After Dark: 150@ 25.00	3750.00
City of Buda Support	0.00
Wrist Band Sales:	2000.00

Total Income:

\$ 26,150.00

Expenses:

Tent Rental:	\$ 3,150.00
Security:	700.00
Porta-potties:	650.00
Postage:	500.00
Welcome Home Printing:	200.00
Hospitality:	1,000.00
Music:	1,500.00
Electricity:	1,300.00
Art After Dark:	3,000.00
Advertising:	7400.00
Green Belt Rental:	450.00
Awards: Best of Show	50.00
People's Choice	0.00
Chef's Choice	200.00
Wristbands:	500.00
Signage:	600.00
Postcards:	75.00
Table and Chairs:	300.00

Water bottles	200.00
Bags	300.00

<i>Total Expenses:</i>	<u>\$22,075.00</u>
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**Buda Fine Arts Festival
2009 Advertisement Schedule**

DUE	PUBLICATION	CONTACT	COLOR/SIZE	RUN	AMOUNT	PAID
8/1	Austin Monthly	Lindsey Godbery 263-9133 x233/F:263-1370 lindseygodbery@austinmonthly.com	2Color -1/3 horizontal	Sept	\$1,219	x
9/9	Free Press - Art After Dark	Tracy Conan	Color - 1/4 page	mid Sept	\$326	x
9/9	Free Press - List Artists w/ sponsors	Tracy Conan	BW - 1/2 page	late Sept	\$651	x
9/1	Free Press - 2 Articles	Jen Biendo		mid Sept	Free	
7/1	Hill country JFS Chamber assignment		Text	Monthly	Free	
8/1	Slaughter Creek Reporter 10 AAD tickets for raffle	Ken Vargus 280-2637 laholeman78@yahoo.com	Color - 1/4 page	9/18	\$250	
5/15	Southwest Art Magazine	Colleen Franco colleen.franco@fwmedia.com	4Color - 1/4 page	7/9	Free	
6/15	Southwest Art Magazine	Colleen Franco	4Color - 1/4 page	8/9	\$843	
7/15	Southwest Art Magazine	Colleen Franco	4Color - 1/2 page	9/9	\$1,786	x
5/1	Southwest Art Marketplace	Doni Williams 800-237-9851 x248/F:800-649-6712 dwilliams@ria-ads.com	BW	July	\$158	
6/1	Southwest Art Marketplace		BW	Aug		
7/1	Southwest Art Marketplace		BW	Sept		
8/15	Southwest Art Marketplace		125 words	Sept		
9/1	Southwest Art Marketplace		BW	Oct		
6/1	Texas Events		BW-2 lines of words		Free	
8/1	Flyers - 1000		Color - 8x10	9/21		
5/15	Post Cards & Welcome Home - 500					
5/1	Press Release & Packets			9/21		
9/1	Radio & TV - Mike			9/8		
	recreation@statesman.com	calendars@statesman.com				
	bestbets@statesman.com	ivannyzin@statesman.com				

INVOICE



*p& 1058
8-20-09*

Christie Smith
 dba The Quotable Quill
 122 Retama
 Kyle, Texas 78640
 Phone/Fax 512.268.5996 Alternate 512.775.6748

INVOICE #349
 DATE: AUGUST 11, 2009

TO:
 Buda Fine Arts Festival Committee
 c/o Valerie Corry

*Christie Smith
 \$ 125.00
 # 1067
 8-28*

Project	DESCRIPTION	UNIT PRICE	TOTAL
Ad	Ad for Austin Monthly -- Revise for SWART	\$75	\$75
Postcard	Design/print/ship postcards (2,500)	\$135	\$210
Tickets	Design/print/ship 500 AAD Tickets	\$60	\$270
TOTAL DUE			\$270

DUE BY AUGUST 21, 2009

Make all checks payable to Christie Smith

If you have any questions concerning this invoice, contact Christie Smith, 512.268.5996, christie@quotablequill.com

Thank you for your business!



RUSSELL JOHNS ASSOCIATES, LLC
Publishers Representative

Ad Confirmation

Advertiser ID	Date	Confirmation #
100011417	5/11/2009	511865030

1001 S. Myrtle Avenue, Suite 7
Clearwater, FL 33756
(800) 237-9851
<http://www.rja-ads.com>

Advertiser

Buda Fine Arts Festival
13204 Onion Creek
Manchaca TX 78652

Adv Phone	Adv E-Mail	Adv Fax	Ad Type	Ad Text	Size
512 295 3015	joellens@austin.rr.com	512 295 3519	Print ad	6th Annual...	1 inch
Account Rep.	RJA Phone No.	RJA Fax No.	PO No.	Client/Ref.	Enhancement
Doni Williams	800-237-9851	(800) 649-6712			2 - color
Tear Sheet	Pay Method	CC Trxn Date	CC Appr Code	Check No.	Comments
Yes	Check			1004	1x Run
Last Issue Running	Next Available Issue	Renew By	Classification	New to RJA	
7/1/2009	8/1/2009	6/2/2009	Artists Wanted	No	

Item	Issue Date	New / PU	Pick Up From	Due Date	Amount	Lineage	Key Code
Southwest Art Col. Inch	7/1/2009	New			157.30	.033	

Total \$157.30

Handwritten signature and date: 5.13

Southwest Art

116 Central Ave SW, Suite 201
 Albuquerque, New Mexico
 Phone: 505.245.4200 Fax: 505.245.4200

Renee - need to pay JCS for committee file A

ADVERTISING CONTRACT

Date: 05/01/09
 Company: Buda Fine Arts Festival
 Address: PO Box 1050
Buda, TX 78610
 Studio: _____ Cell: _____
 Contact: Joellen Simmons
 Email: joellens@austin.rr.com
 Billing Address: _____ Rate Card # 21

Agency: _____
 Contact: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____
 Frequency: _____
 Contract Period: 07/09 to 12/09

SCHEDULE

ISSUE	SIZE	COLOR	RATE
JAN 200			
FEB 200			
MAR 200			
APR 200			
MAY 200 <u>Q</u>			
JUN 200 <u>Q</u>			

ISSUE	SIZE	COLOR	RATE
Jul-09	1/4 page	4c	COMP
Aug-09	1/4 page	4c	\$843
Sep-09	1/4 page	4c	\$843
Oct-09	1/2 page	4c	\$1,786
NOV 200			
DEC 200			

Special Notes All production charges are INCLUDED in above rates

Prepayment required for first-time \$ _____ enclosed.

Cancellations cannot be accepted after published closing date.
 All Copy, including all elements, is subject to Publisher approval.

Advertiser and/or agency acknowledges receipt of and agrees to the publication's current rate card and on the back of this contract. Non-fulfillment of this contract will result in a short rate.

Ad material due in Boulder office by: 15th of mo 2 mos prior

Special Section: _____

Signed: [Signature]
 Customer contact or Authorized Agent

Date

By: [Signature] JFSimmons
 Customer contact or Authorized Agent (type or print)

Title

By: Colleen C Franco
 Southwest Art Regional Sales Manager

5/1/2009
 Date

AUSTIN

M O N T H L Y

Division of Conley Magazines, LLC
555 Beichl Avenue
PO Box 3001
Beaver Dam, WI 53916

Invoice 2009-14392

Bill To:

Renee Hill
Buda Fine Arts Festival
P.O. Box 1050
Buda, TX 78610

Client ID: 15417

Client Name: Buda Fine Arts Festival

DATE	INVOICE #	TERMS	SALES REP								
8/21/2009	2009-14392	Net 20	Lindsey Godbery								
Pub.	Issue Year	PO/IO Number	Section	Ad Size	Color	Freq.	Prod Chg	Invoice Notes	Gross	Net	Amount
Retail Austin Monthly	Sep 2009		Arts Section	1/3 Horizontal	4 Color	1x			\$1,219.00	1,219.00	1,219.00
										Total Due	\$1,219.00

Remit to: Conley Magazines, LLC
PO Box 3001
Beaver Dam, WI 53916
For questions regarding this invoice call 888-926-6539

PO 9-7
#1059

Payments received after the due date will be assessed a 1.5% monthly finance charge.

Thank you for your business.



Buda Hampton Inn & Suites

1201 Cabelas Drive, Buda, TX 78610

tel: 512.295.4900
fax: 512.295.3999

October 1, 2009

TJ Higginbotham
P.O.Box 1050
Buda, Texas 78610

Dear TJ:

The hotel is gearing up for another sold-out weekend, thanks in-part to local events taking place in Buda. According to our tracking system we have nine individuals with reservations that have indicated the Fine Arts Festival as the reason for their stay. It's possible we have more; guests booking reservations online or through a travel agent seldom specify a reason for their stay.

We will have the Fine Arts Festival poster displayed in our lobby and have asked our Front Desk Agents to encourage guests to attend local events during their weekend visit to Buda.

Good luck with the event. I know it will be a great success!

Best Regards,

Megan StClair
Director of Sales
Buda Hampton Inn & Suites



for reservations please visit us at www.hampton.com or call 1.800.hampton