

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Minutes

REQUESTED BY: Sally W. Peters, Deputy Clerk / Administrative Assistant
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 1 minute

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on approval of the Minutes for February 24, 2014.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

☒ Regular Agenda : 3 /10/2014

☐ Supplemental Agenda: _____

☐ Special Agenda: _____

☐ Executive Session: _____

SUBJECT: Accounts Payable Claims

REQUESTED BY: Corinna Speer, County Auditor

(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the approval of accounts payable claims for
purchases, services, and vendors.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Extension Update

REQUESTED BY: Stephen Zoeller and Jana Osbourn, County AgriLife Extension Agents
(Please print your name and title)

PHONE #/EXT: 362 TIME NEEDED FOR PRESENTATION: 10 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Presentation on Texas A&M AgriLife Extension activities, including 4-H.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: American Cancer Society Relay For Life Proclamation

REQUESTED BY: Darrel Lux, County Judge
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear):

Consideration and action to approve the Proclamation that proclaims the week of March 23-29, 2014 as
Relay For Life Week in Kendall County and encourages participation in the Relay For Life event Friday,
March 28-29, 2014 at the Champion High School Stadium Track.

**American Cancer Society Relay For Life® Proclamation
for
Kendall County**

WHEREAS, Relay For Life is the signature fund raiser of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Kendall County supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, Relay For Life helped to fund \$448 million in cancer research;

NOW, THEREFORE, BE IT RESOLVED, that we, the Kendall County Commissioners Court do hereby proclaim the week of March 23rd through March 29th, 2014 to be

RELAY FOR LIFE WEEK

in Kendall County, and encourage citizens to participate in the Relay For Life event held at the Champion High School Stadium Track on Friday, March 28th and Saturday, March 29th, 2014.

Signed this 10th day of March 2014.

Darrel L. Lux, County Judge

Mike Fincke
Commissioner Precinct 1

Gene Miertschin
Commissioner Precinct 2

Richard J. Chapman
Commissioner Precinct 3

Kenneth M. Rusch
Commissioner Precinct 4

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Market Days Use of Courthouse Grounds

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to approve the Lease Agreements with the Boerne Merchants Association to
allow them the use of the Courthouse grounds for Market Days on June 14-15, setting up on June 13 no
earlier than 5:30 p.m.; and on October 11-12, setting up on October 10th no earlier than 5:30 p.m.

**STATE OF TEXAS
KENDALL COUNTY**

LEASE AGREEMENT

PARTIES: The parties to this agreement are the owner of the Property, KENDALL COUNTY (hereinafter "COUNTY") and the lessee of the Property, BOERNE MERCHANTS ASSOCIATION, (hereinafter "TENANT").

PROPERTY: COUNTY leases to TENANT that certain real property identified as the parking areas and grounds around the Courthouse located at 201 East San Antonio, Boerne, Texas (the "Premises").

TERM: This lease commences at 5:30 p.m. on June 13, 2014 (Commencement Date) and ends at 5:00 p.m. on June 15, 2014 (Termination Date) unless extended by agreement of the parties.

TERMINATION: Either party may terminate this agreement at anytime for cause. Either party may terminate this agreement for any reason by giving the other party at least fifteen (15) days notice of its intent to do so.

RENT: TENANT shall pay COUNTY rent in the amount of five hundred and no/100 dollars (\$500.00) (the "rental amount") no later than fourteen (14) days prior to the Commencement Date. The failure of TENANT to timely pay the rental amount shall result in cancellation of this agreement with no further obligation on either party.

UTILITIES: TENANT will be permitted to connect into the Courthouse utilities provided that such can be done without damage to the premises, the Courthouse, surrounding areas or the utility system(s); and provided further that any use of utilities by TENANT is minimal and results in minimal or no expense to COUNTY.

USE AND OCCUPANCY:

1. ALLOWABLE USES: TENANT shall use the premises for the following purposes: Booths and activities for Boerne Market Days. All booths and activities shall be confined to the Courthouse grounds including the paved parking areas on the Courthouse grounds. All vehicular traffic shall be confined to paved areas and pedestrian traffic should be confined to sidewalks and paved areas as much as possible to prevent damage to the Courthouse grounds and vegetation.
2. PROHIBITIONS: TENANT may not permit the premises to be used for any activity that is unlawful, offensive, and dangerous or that causes damage to the premises or surrounding areas or that constitutes a nuisance.

ACCESS BY COUNTY: This is a non-exclusive lease agreement and COUNTY's officers, agents or employees or other persons authorized by COUNTY may enter the premises at any time for any lawful purposes.

MAINTENANCE AND UPKEEP OF THE PREMISES:

1. TENANT's responsibilities: TENANT shall clean up and dispose of all trash, garbage and debris resulting from TENANT's use of the premises and ensure that all trash, garbage and debris is removed from the premises, including the Courthouse grounds, parking areas, sidewalks and adjacent common areas prior to leaving the premises at the expiration of the lease period. TENANT shall take precautions to prevent damages to the premises. In the event that any damages occur to the premises, the Courthouse, Courthouse grounds or any other structures or property located at 201 East San Antonio, Boerne, Texas during the lease period, TENANT shall be responsible for the cost of repairs which shall be done under the supervision of and to the satisfaction of COUNTY. TENANT shall promptly notify COUNTY of any damages to the premises or surrounding areas.

ASSIGNMENT AND SUBLETTING: It is understood that spaces will be sublet by TENANT to third parties for the location of booths and activities for Boerne Market Days. Other than such booths and activities, TENANT shall not assign or sublet the premises or any part thereof without COUNTY's consent.

INSURANCE: TENANT shall provide, at TENANT's expense, liability insurance in an amount not less than the limits set forth in the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101 or successor statute, as applicable to a Texas County.

INDEMNIFICATION: TENANT does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement or TENANT's presence, use and/or occupancy of the premises or surrounding areas, and/or arising from third parties use or presence on the premises or the surrounding areas during the term of this Agreement, it being TENANT's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this Agreement.

MISCELLANEOUS PROVISIONS:

1. **LAW:** The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties concerning the subject of the lease of the premises between the parties. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. **BINDING EFFECT:** This agreement is binding upon and inures to the benefit of the parties to this lease and to their respective heirs, executors, administrators, and permitted successors and assigns.
4. **NOTICES:** All notices under this agreement shall be delivered to the persons who execute this agreement on behalf of the parties or by delivering such notices to the address that the parties may designate.

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 10th DAY OF MARCH 2014.

DARREL L. LUX
COUNTY JUDGE

Date: _____

Address: _____

NAME: _____

TITLE: _____

Date: _____

Address: _____

**STATE OF TEXAS
KENDALL COUNTY**

LEASE AGREEMENT

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PROPERTY: COUNTY leases to TENANT that certain real property identified as the parking areas and grounds around the Courthouse located at 201 East San Antonio, Boerne, Texas (the "Premises").

TERM: This lease commences at 5:30 p.m. on October 10, 2014 (Commencement Date) and ends at 5:00 p.m. on October 12, 2014 (Termination Date) unless extended by agreement of the parties.

TERMINATION: Either party may terminate this agreement at anytime for cause. Either party may terminate this agreement for any reason by giving the other party at least fifteen (15) days notice of its intent to do so.

RENT: TENANT shall pay COUNTY rent in the amount of five hundred and no/100 dollars (\$500.00) (the "rental amount") no later than fourteen (14) days prior to the Commencement Date. The failure of TENANT to timely pay the rental amount shall result in cancellation of this agreement with no further obligation on either party.

UTILITIES: TENANT will be permitted to connect into the Courthouse utilities provided that such can be done without damage to the premises, the Courthouse, surrounding areas or the utility system(s); and provided further that any use of utilities by TENANT is minimal and results in minimal or no expense to COUNTY.

USE AND OCCUPANCY:

1. **ALLOWABLE USES:** TENANT shall use the premises for the following purposes: Booths and activities for Boerne Market Days. All booths and activities shall be confined to the Courthouse grounds including the paved parking areas on the Courthouse grounds. All vehicular traffic shall be confined to paved areas and pedestrian traffic should be confined to sidewalks and paved areas as much as possible to prevent damage to the Courthouse grounds and vegetation.
2. **PROHIBITIONS:** TENANT may not permit the premises to be used for any activity that is unlawful, offensive, and dangerous or that causes damage to the premises or surrounding areas or that constitutes a nuisance.

ACCESS BY COUNTY: This is a non-exclusive lease agreement and COUNTY's officers, agents or employees or other persons authorized by COUNTY may enter the premises at any time for any lawful purposes.

MAINTENANCE AND UPKEEP OF THE PREMISES:

1. **TENANT's responsibilities:** TENANT shall clean up and dispose of all trash, garbage and debris resulting from TENANT's use of the premises and ensure that all trash, garbage and debris is removed from the premises, including the Courthouse grounds, parking areas, sidewalks and adjacent common areas prior to leaving the premises at the expiration of the lease period. TENANT shall take precautions to prevent damages to the premises. In the event that any damages occur to the premises, the Courthouse, Courthouse grounds or any other structures or property located at 201 East San Antonio, Boerne, Texas during the lease period, TENANT shall be responsible for the cost of repairs which shall be done under the supervision of and to the satisfaction of COUNTY. TENANT shall promptly notify COUNTY of any damages to the premises or surrounding areas.

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INDEMNIFICATION: TENANT does hereby agree to indemnify and hold harmless COUNTY, its officers, agents and employees, against any and all claims, demands or causes of action that may be made against COUNTY, its officers, agents or employees, by reason of, or in any way arising from this agreement or the performance of the terms of this agreement or TENANT's presence, use and/or occupancy of the premises or surrounding areas, and/or arising from third parties use or presence on the premises or the surrounding areas during the term of this Agreement, it being TENANT's intention to fully indemnify COUNTY, its officers, agents and employees from any liability arising from this Agreement.

MISCELLANEOUS PROVISIONS:

1. **LAW:** The provisions of this agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any suit arising from this agreement shall be in Kendall County, Texas.
2. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties concerning the subject of the lease of the premises between the parties. No amendment to this agreement shall be valid unless it is in writing, signed by both parties or their authorized agent and dated subsequent to the date of this agreement.
3. **BINDING EFFECT:** This agreement is binding upon and inures to the benefit of the parties to this lease and to their respective heirs, executors, administrators, and permitted successors and assigns.
4. **NOTICES:** All notices under this agreement shall be delivered to the persons who execute this agreement on behalf of the parties or by delivering such notices to the address that the parties may designate.

DATED AND SIGNED AS INDICATED BELOW AND EFFECTIVE ON THE 10th DAY OF MARCH 2014.

DARREL L. LUX
COUNTY JUDGE

Date: _____

Address: _____

NAME: _____

TITLE: _____

Date: _____

Address: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Burn Ban

REQUESTED BY: Darrel L. Lux, County Judge / Jeffery Fincke, Fire Marshal
(Please print your name and title)

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Proclaim Month of March as Red Cross Month

REQUESTED BY: Jeffery Fincke, Emergency Management Coordinator
(Please print your name and title)

PHONE #/EXT: 451 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to proclaim March as Red Cross Month.

American Red Cross
Red Cross Month
March 2014

Proclamation

March is American Red Cross Month, a special time to recognize and thank our Everyday Heroes – those who reach out to help their neighbors when they are in need.

American Red Cross heroes are on the front lines every day. They volunteer their time, give blood, take life-saving courses or provide financial donations to help those in need.

We would like to remember our heroes here in Kendall County who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They provide round-the-clock support to members of the military, veterans and their families, and teach lifesaving classes in CPR, aquatics safety and first aid.

Across the country and around the world, the American Red Cross responded to hurricanes, tornadoes, floods and wildfires, the tragedy at the Boston Marathon, and typhoon Haiyan in the Philippines.

When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

Now, therefore, I, Darrel L. Lux, Judge of Kendall County, Texas, do hereby proclaim March 2014 as American Red Cross Month. I encourage all Americans to support this organization and its noble humanitarian mission.

Signed this 10th day of March 2014

Darrel L. Lux
Kendall County Judge

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 3 /10/2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Network and Information Technology Services Proposal

REQUESTED BY: Corinna Speer, County Auditor

(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to award the Network and Information
Technology Services Proposal, No. 2014.02.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Street Closures

REQUESTED BY: Kenneth Rusch, Commissioner Pct. 4

PHONE #/EXT: 830-995-3798 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to approve closing the following streets in Comfort starting at 3:00 p.m. on
April 4, 2014 through midnight on April 5, 2014 for the annual Fruhlingsfest (German Spring Festival)
event:

Seventh Street between Highway 27 and Main Street,

High Street between Sixth and Eighth Streets,

and from the intersection of High Street and Eighth Street to just past 806 High Street.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Letter of Permission to the TABC for Fruhlingsfest in Comfort

REQUESTED BY: Kenneth Rusch, Commissioner Pct. 4

PHONE #/EXT: 830-995-3798 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the request by the Comfort Chamber of Commerce for a letter of permission
from Commissioners' Court to the Texas Alcohol & Beverage Commission (TABC) to allow the
Chamber to sell alcohol on Saturday, April 5, 2014 at the Chamber booth on 7th Street, which will be
closed to traffic, during the annual Fruhlingsfest (German Spring Festival) event.

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Abandon Portion of Pankratz Rd.

REQUESTED BY: Bob Eason

(Please print your name and title)

PHONE NUMBER/EXTENSION: 294

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to abandon a portion of
Pankratz Road which has not been used by the public
and not maintained by the County

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 10, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Final Plat Cordillera Ranch Unit 301A

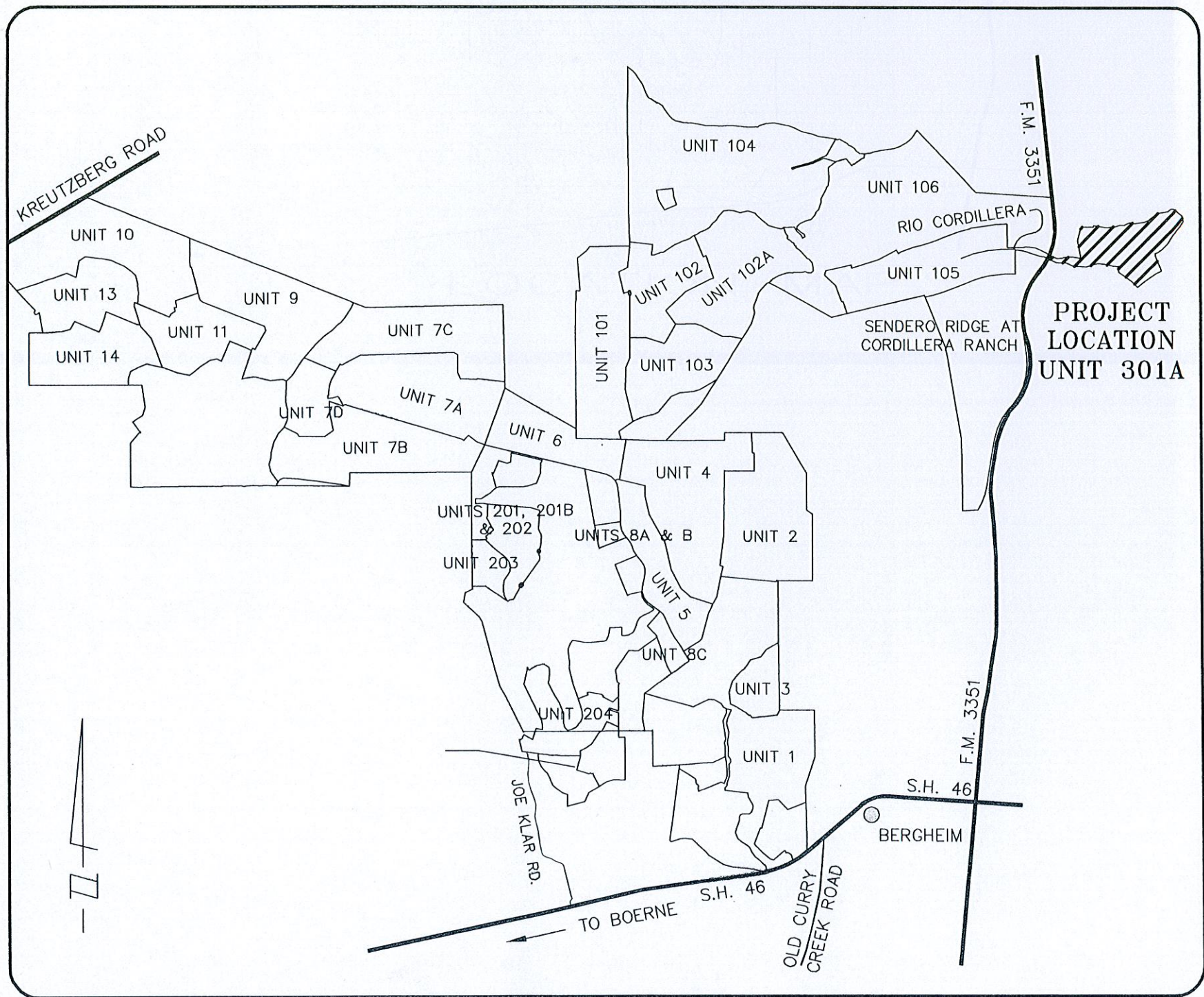
REQUESTED BY: Richard Tobolka – Development Manager
(Please print your name and title)

PHONE NUMBER/EXTENSION: _____ ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action for the Final Plat for Cordillera Ranch Unit 301A consisting of 47.59
acres divided into 35 residential lots, 2 parks, trail, common area lots and 4717 feet of new
roadway, In accordance to section 203 of the Kendall County Development Guidelines and
Regulations effective January 1, 1997. The Subdivision will be served by central water and
central sewer. Preliminary Plat for Unit 301A-301E was approved April 22, 2013.



LOCATION MAP



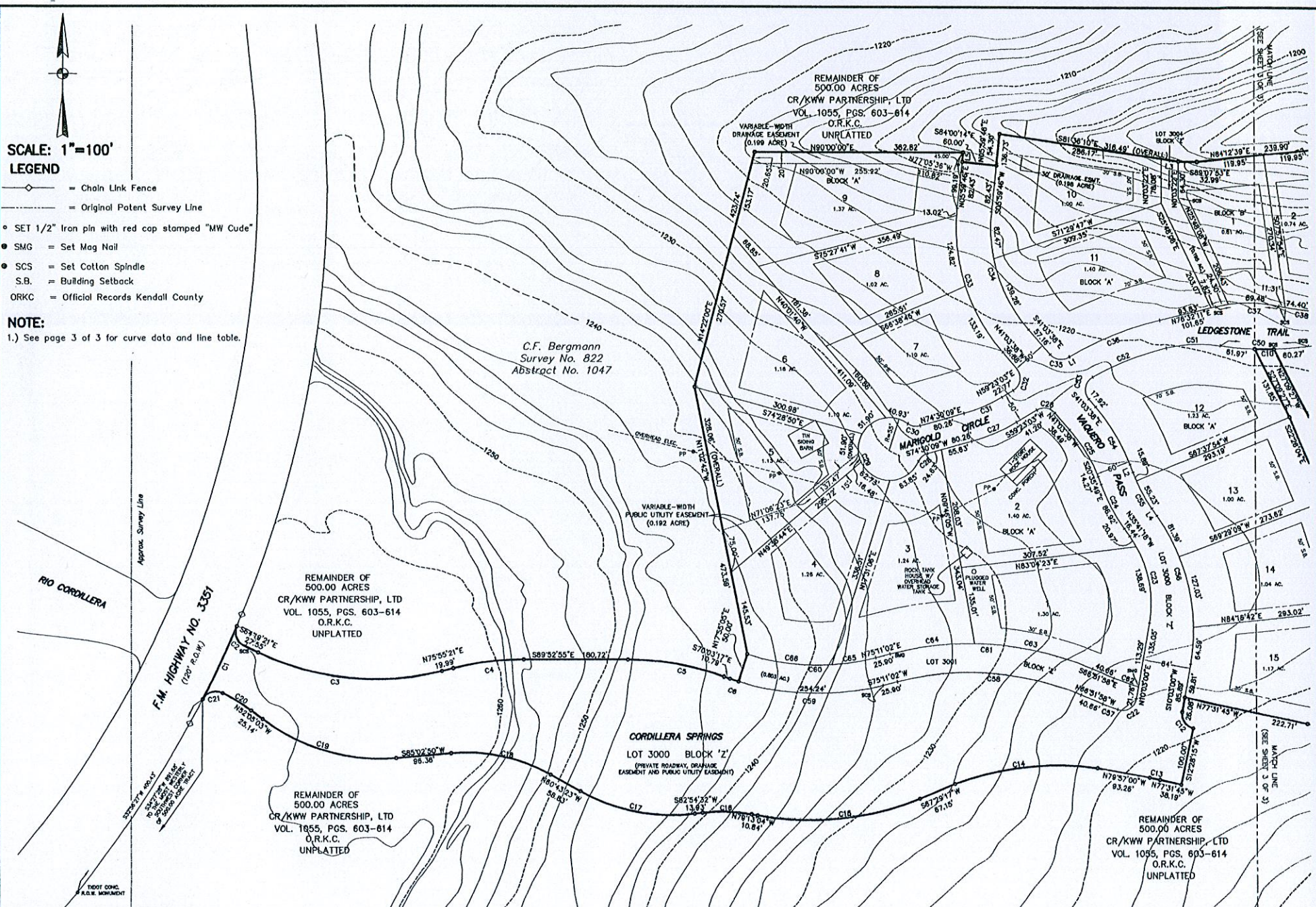
SCALE: 1"=100'

LEGEND

- Chain Link Fence
- Original Patent Survey Line
- SET 1/2" Iron pin with red cap stamped "MW Cude"
- SMG = Set Mag Nail
- SCS = Set Cotton Spindle
- S.B. = Building Setback
- ORKC = Official Records Kendall County

NOTE:

1.) See page 3 of 3 for curve data and line table.



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2651 • FAX 210.523.1112
WWW.CUDEENGINEERS.COM
TYPE REGISTERED ENGINEERING
FIRM #455

CORDILLERA SPRINGS
UNIT 301A
SHEET 2 OF 3

LEGEND

- = Chain Link Fence
- = Original Patent Survey Line
- SET 1/2" Iron pin with red cap stamped "MW Cude"
- SMG = Set Mag Nail
- SCS = Set Cotton Spindle
- S.B. = Building Setback
- ORCK = Official Records Kendall County

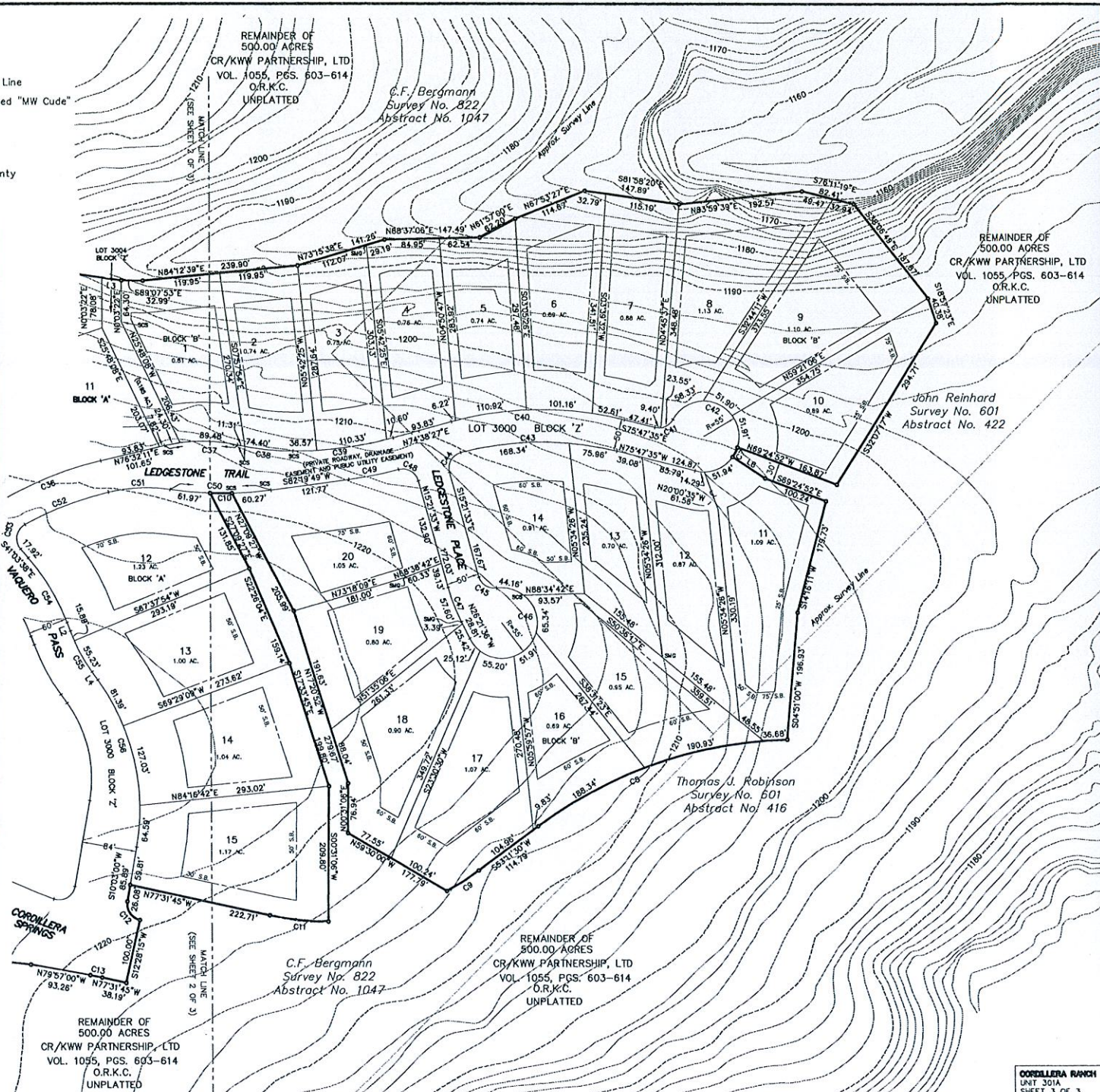
SCALE: 1"=100'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	04°03'04"	1869.86	139.27	89.67	N25°04'55"E	139.25
C2	07°22'43"	25.00	38.13	23.88	S20°38'00"E	34.54
C3	39°45'18"	471.00	326.81	170.29	S84°12'00"E	320.29
C4	14°11'44"	500.00	123.88	62.28	N83°01'13"E	123.58
C5	19°49'38"	495.00	171.30	86.51	S79°58'08"E	170.44
C6	02°01'58"	445.00	15.74	7.87	S11°04'08"E	15.74
C7	17°37'23"	55.00	16.92	8.53	S26°23'56"W	16.82
C8	35°18'26"	675.00	415.95	214.82	S70°50'43"W	409.40
C9	08°33'04"	395.00	58.95	29.53	S57°28'02"W	58.90
C10	03°31'29"	550.00	33.64	16.92	N89°37'42"W	33.83
C11	12°50'38"	395.00	88.54	44.48	N83°57'03"W	88.36
C12	87°34'45"	25.00	38.21	23.87	S33°44'23"E	34.50
C13	02°25'15"	445.00	15.81	9.40	N78°44'23"W	16.80
C14	32°33'43"	445.00	252.90	129.97	S83°48'08"W	249.51
C15	33°17'39"	495.00	287.64	148.01	S84°08'08"W	283.61
C16	17°52'24"	275.00	85.78	43.24	N88°09'16"W	85.44
C17	36°22'05"	325.00	205.29	106.75	N78°54'28"W	202.85
C18	34°13'47"	300.00	179.23	92.38	N77°50'17"W	176.57
C19	42°52'07"	329.00	246.16	129.16	N73°31'07"W	240.46
C20	12°35'53"	271.00	58.59	29.91	N58°23'00"W	59.47
C21	88°12'37"	25.00	38.49	24.23	S71°12'44"W	34.60
C22	99°26'39"	25.00	43.39	29.50	N59°48'20"E	38.15
C23	45°44'18"	200.00	159.66	84.36	N12°49'10"W	155.45
C24	15°05'29"	330.00	86.92	43.71	N82°08'34"W	86.67
C25	20°27'49"	270.00	96.43	48.74	N30°49'43"W	95.92
C26	79°33'19"	25.00	34.71	20.81	N80°50'18"W	31.99
C27	15°07'08"	325.00	85.78	43.13	S66°58'36"W	85.51
C28	51°19'04"	25.00	22.39	12.01	S48°50'37"W	21.65
C29	282°38'07"	55.00	271.31	115.29	N15°29'51"W	68.75
C30	51°19'04"	25.00	22.39	12.01	S79°50'19"E	21.65
C31	15°07'08"	275.00	72.56	36.49	N66°58'36"W	72.35
C32	100°26'41"	25.00	43.83	30.03	N09°09'42"E	38.43
C33	47°03'24"	330.00	271.03	143.88	N17°31'58"W	283.47
C34	47°03'24"	270.00	221.75	117.56	S17°31'58"E	218.57
C35	79°33'19"	25.00	34.71	20.81	S80°50'18"E	31.99
C36	17°09'08"	575.00	172.13	86.72	N87°57'37"E	171.49
C37	26°04'32"	250.00	113.78	57.89	N89°34'27"E	112.80
C38	12°18'58"	400.00	85.71	43.02	S83°31'35"E	85.54
C39	15°41'40"	575.00	157.50	79.25	N82°29'17"E	157.01
C40	29°33'58"	525.00	270.91	136.55	N89°25'26"E	267.92
C41	75°31'19"	25.00	32.95	19.38	N66°28'45"E	30.62
C42	255°31'24"	55.00	245.29	124.82	S23°33'15"E	86.96
C43	29°28'08"	475.00	244.30	124.82	S89°28'22"W	241.62
C44	80°05'54"	25.00	39.31	25.04	S29°41'23"W	35.39
C45	82°49'12"	25.00	36.14	22.05	S56°48'09"E	33.07
C46	251°49'07"	55.00	241.73	124.82	S27°43'51"W	89.09
C47	11°00'03"	300.00	57.60	28.89	N20°51'34"W	57.51
C48	89°31'25"	25.00	39.06	24.79	N80°07'18"W	35.21
C49	07°12'48"	825.00	78.89	39.39	S76°43'25"W	78.63
C50	16°15'35"	550.00	156.08	78.57	N89°32'23"W	155.58
C51	22°03'14"	250.00	96.23	48.72	S87°33'48"W	95.64
C52	15°13'21"	525.00	139.48	70.16	S88°55'30"W	139.07
C53	102°22'24"	25.00	44.67	31.08	S10°07'35"W	38.96
C54	20°27'49"	330.00	117.66	59.57	S30°49'43"E	117.24
C55	15°05'29"	270.00	71.12	35.77	S28°08'34"E	70.91
C56	45°44'18"	342.00	273.01	144.25	S12°49'10"E	265.82
C57	03°38'29"	445.00	28.28	14.15	N68°41'14"W	28.28
C58	37°57'00"	495.00	327.86	170.20	N85°50'28"W	321.90
C59	32°44'03"	445.00	254.74	130.89	N86°28'58"W	250.79
C60	32°44'03"	395.00	225.67	116.01	S86°28'58"E	222.62
C61	37°56'59"	545.00	360.98	187.39	S85°50'28"E	354.42
C62	08°42'08"	395.00	46.21	23.13	N70°13'03"W	46.18
C63	22°10'03"	545.00	210.86	108.78	N77°57'00"W	208.54
C64	15°48'51"	545.00	150.12	75.54	S83°04'51"W	149.85
C65	11°12'55"	395.00	77.32	38.78	S80°47'30"W	77.20
C66	21°31'08"	395.00	148.35	75.06	N82°50'28"W	147.48

LINE TABLE

LINE	BEARING	DISTANCE
L1	N59°23'03"E	1.85
L2	S20°33'49"E	1.27
L3	S81°38'10"E	30.32
L4	S35°41'18"E	15.36
L5	S05°59'46"W	16.76
L6	S56°39'56"E	59.88



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REMAINDER OF
500.00 ACRES
CR/KWW PARTNERSHIP, LTD
VOL. 1055, PGS. 603-614
O.R.K.C.
UNPLATTED

REMAINDER OF
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VOL. 1055, PGS. 603-614
O.R.K.C.
UNPLATTED

COROLLERA RANCH
UNIT 301A
SHEET 3 OF 3

Received: _____

Commissioners' Agenda

Date: _____

Time: _____

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : March 10, 2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Final Plat Cordillera Ranch Unit 301B

REQUESTED BY: Richard Tobolka – Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action for the Final Plat for Cordillera Ranch Unit 301B consisting of 63.71

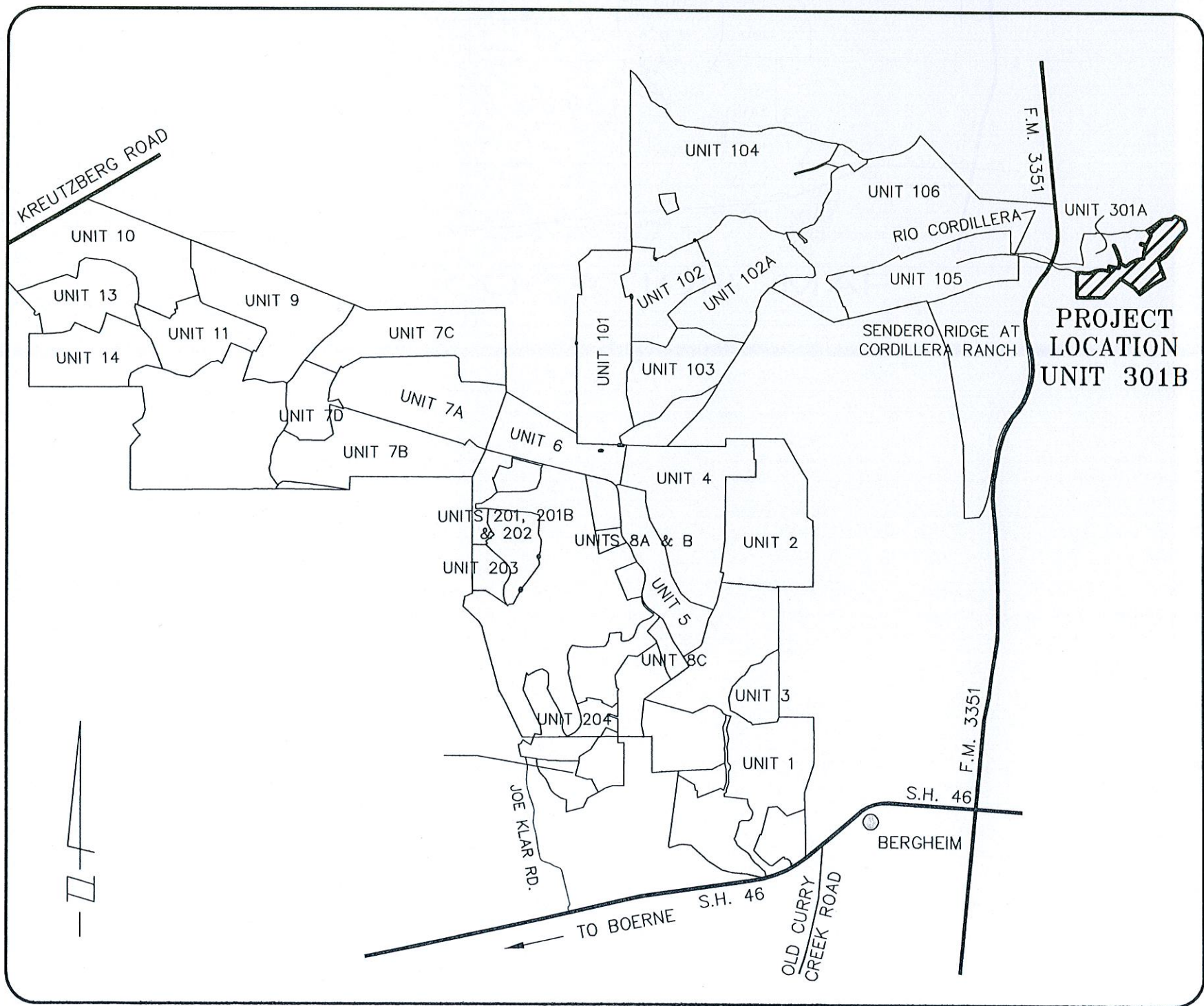
acres divided into 31 residential lots, 2 parks, trail, common area lots and 2823 feet of new

roadway, In accordance to section 203 of the Kendall County Development Guidelines and

Regulations effective January 1, 1997. The Subdivision will be served by central water and

central sewer except lots 1-7, Block D will employ on-site sewage facilities. Preliminary Plat for

Unit 301A-301E was approved April 22, 2013.



LOCATION MAP



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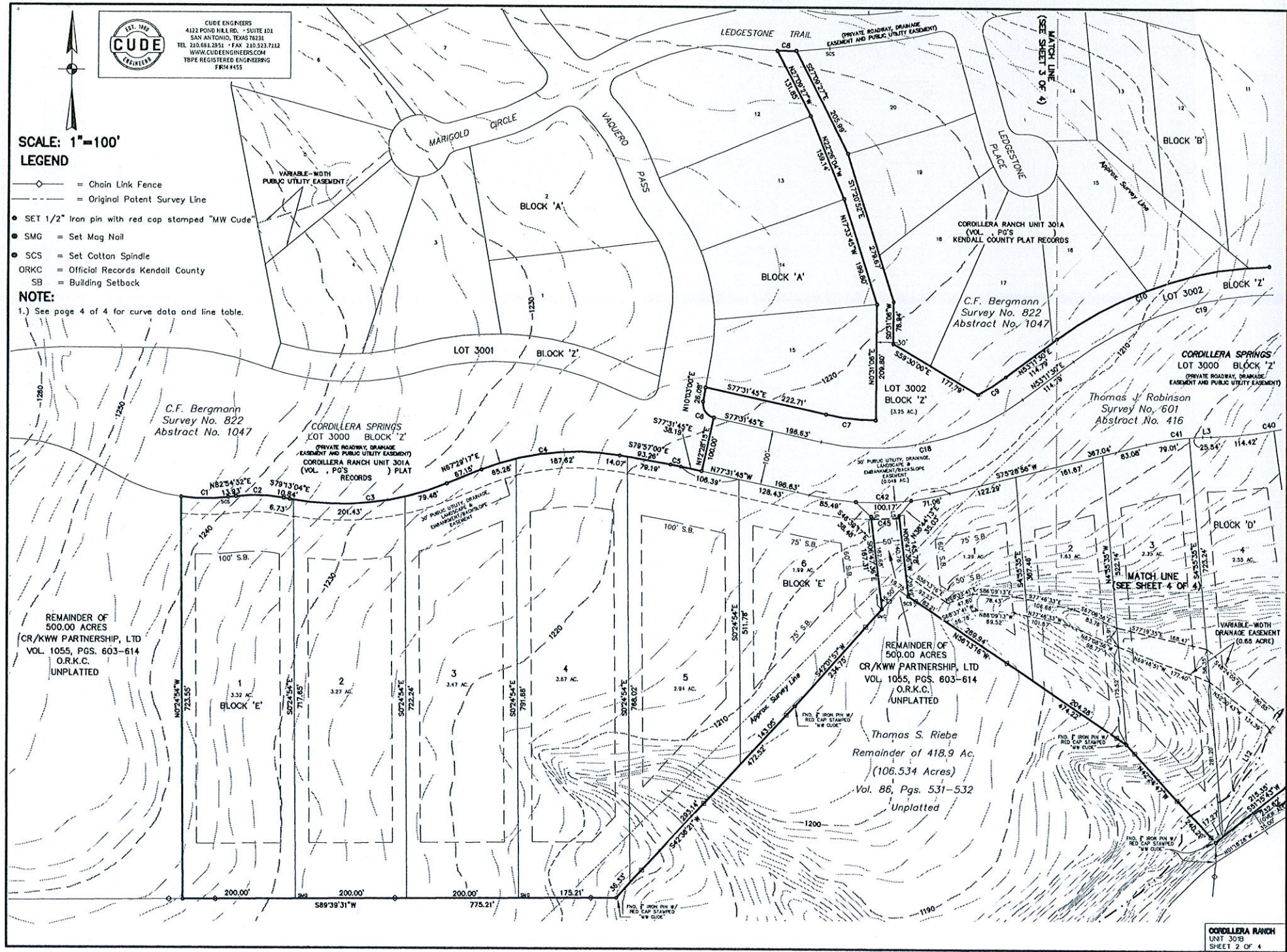
SCALE: 1"=100'

LEGEND

- Chain Link Fence
- - - - - Original Patent Survey Line
- SET 1/2" Iron pin with red cap stamped "MW Cude"
- SMG = Set Mag Nail
- SCS = Set Cotton Spindle
- ORKC = Official Records Kendall County
- SB = Building Setback

NOTE:

1.) See page 4 of 4 for curve data and line table.



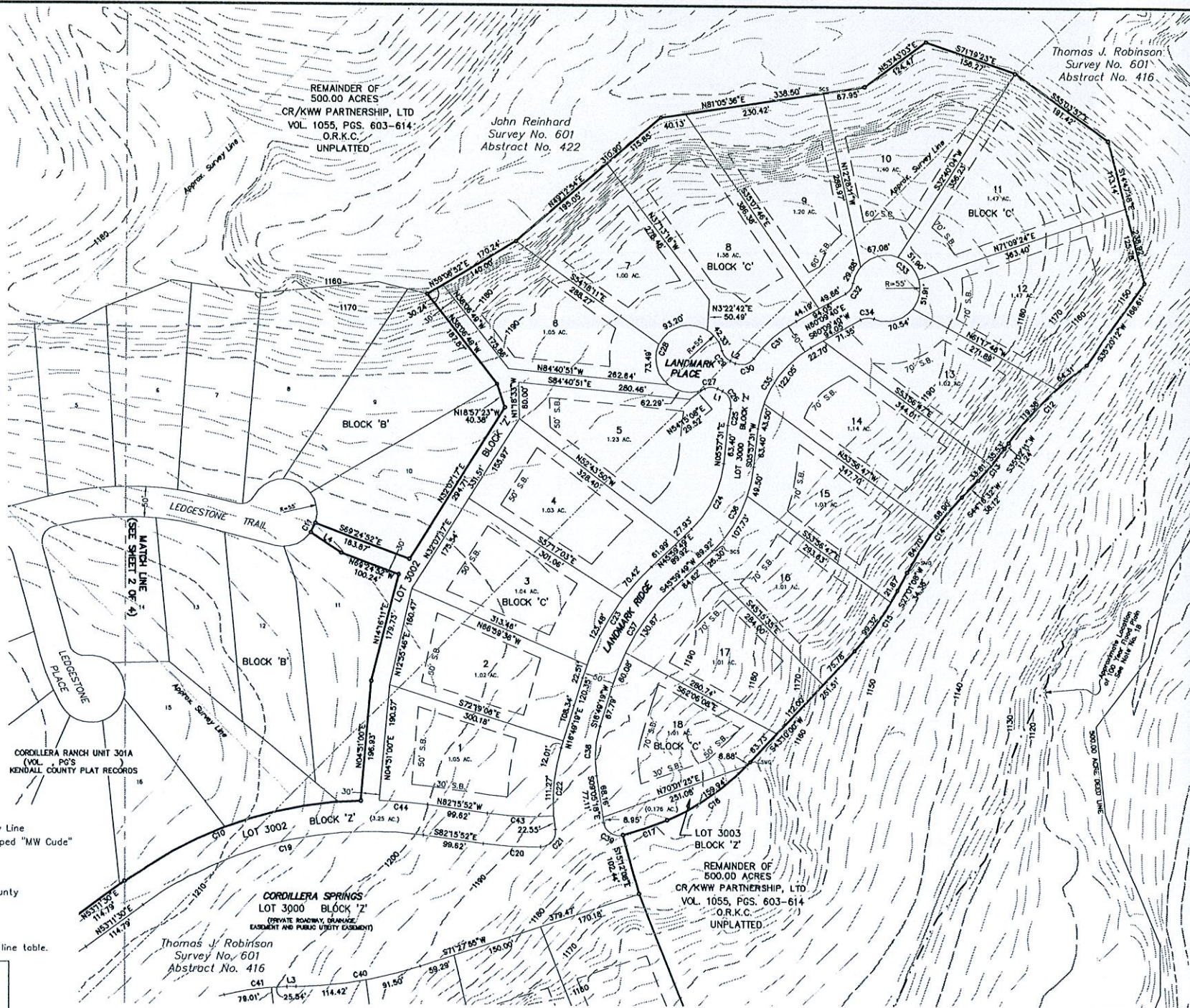


SCALE: 1"=100'

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UNPLATTED

John Reinhard
Survey No. 601
Abstract No. 422

Thomas J. Robinson
Survey No. 601
Abstract No. 416



LEGEND

- ◇— = Chain Link Fence
- = Original Patent Survey Line
- SET 1/2" Iron pin with red cap stamped "MW Cude"
- SMG = Set Mag Nail
- SCS = Set Cotton Spindle
- ORKC = Official Records Kendall County
- SB = Building Setback

NOTE:

1.) See page 4 of 4 for curve data and line table.

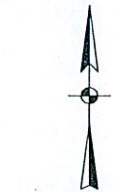


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Thomas J. Robinson
Survey No. 601
Abstract No. 416

REMAINDER OF
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CR/KWW PARTNERSHIP, LTD
VOL. 1055, PGS. 603-614
O.R.K.C.
UNPLATTED

CORDILLERA RANCH
UNIT 301B
SHEET 3 OF 4



LEGEND

- ◇— = Chain Link Fence
- = Original Patent Survey Line
- SET 1/2" Iron pin with red cap stamped "MW Cude"
- SMG = Set Mag Nail
- SCS = Set Cotton Spindle
- ORKC = Official Records Kendall County
- SB = Building Setback

SCALE: 1"=100'

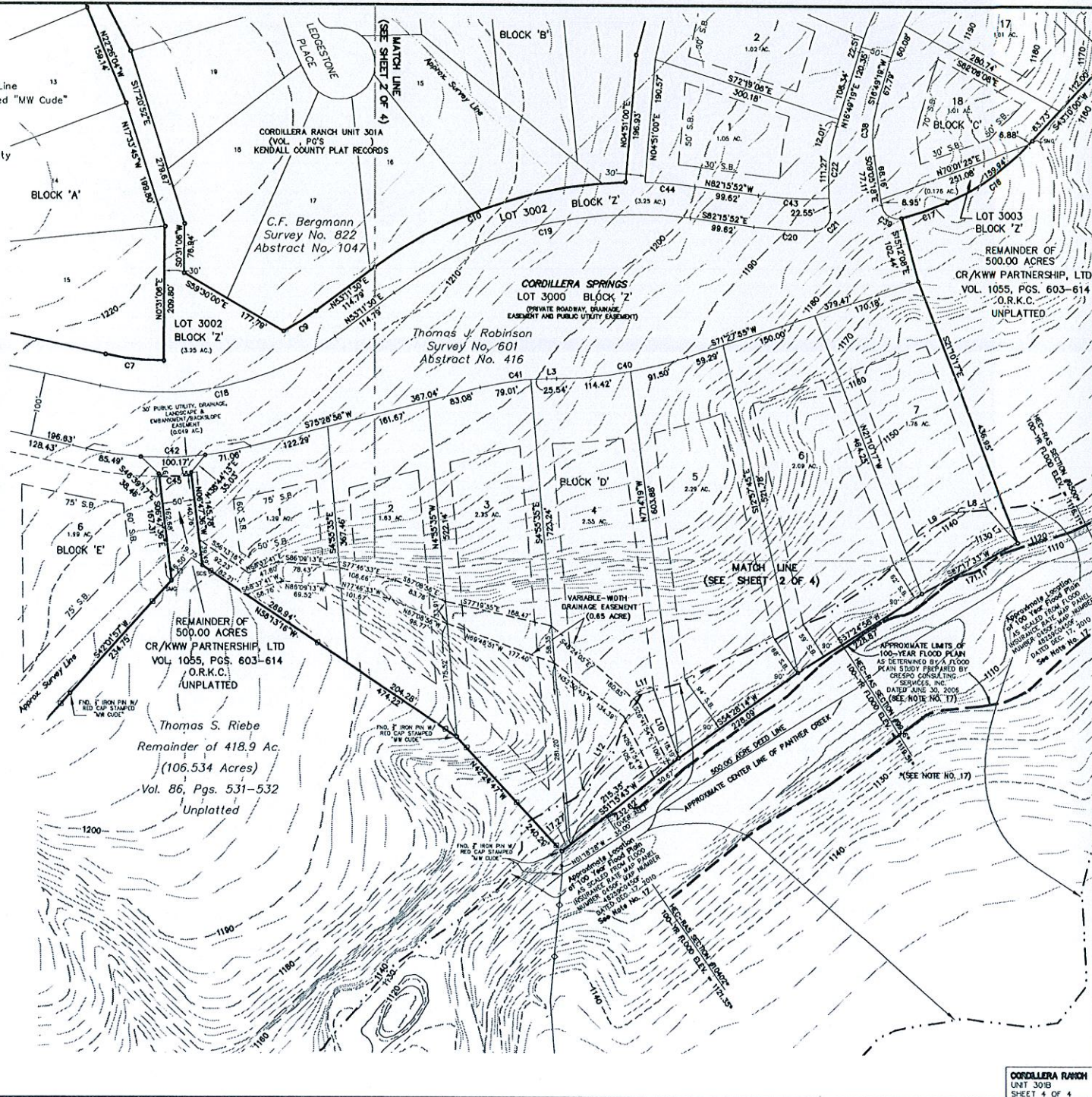
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	14°48'18"	325.00'	63.79'	42.13'	S89°42'19"E	83.56'
C2	17°52'24"	275.00'	65.78'	43.24'	S89°09'18"E	85.44'
C3	33°17'39"	495.00'	287.84'	148.01'	N84°08'08"E	283.81'
C4	32°33'43"	445.00'	252.90'	129.97'	N83°46'08"E	249.51'
C5	02°25'15"	445.00'	18.81'	9.40'	S78°44'23"E	18.80'
C6	87°54'45"	25.00'	36.21'	23.97'	N33°44'23"W	34.60'
C7	12°50'25"	395.00'	88.54'	44.48'	S83°57'03"E	86.30'
C8	03°31'28"	550.00'	33.84'	16.82'	S89°37'42"E	33.83'
C9	08°33'04"	395.00'	58.95'	28.53'	N57°28'02"E	58.80'
C10	35°18'26"	675.00'	415.95'	211.82'	N70°50'43"E	409.40'
C11	17°37'23"	55.00'	16.92'	8.53'	N28°23'38"E	16.85'
C12	20°38'11"	510.00'	183.60'	92.85'	S45°11'17"W	182.70'
C13	09°14'21"	430.00'	69.34'	34.74'	S32°52'22"W	69.28'
C14	17°15'24"	510.00'	153.61'	77.38'	S35°38'50"W	153.03'
C15	16°08'52"	430.00'	121.19'	61.00'	S35°05'34"W	120.79'
C16	23°53'44"	400.00'	168.82'	84.64'	S55°08'52"W	165.82'
C17	07°30'59"	575.00'	76.43'	38.27'	S70°52'13"W	76.38'
C18	49°18'45"	445.00'	382.74'	204.11'	N77°49'53"E	371.05'
C19	44°32'38"	625.00'	485.90'	255.97'	N75°27'49"E	473.75'
C20	09°28'57"	575.00'	95.18'	47.69'	S87°00'21"E	95.06'
C21	98°59'14"	25.00'	42.37'	28.25'	N38°45'32"E	37.44'
C22	29°33'28"	300.00'	133.82'	68.04'	N04°02'38"E	132.71'
C23	28°10'30"	425.00'	218.41'	110.81'	N31°24'34"E	214.08'
C24	40°02'18"	175.00'	122.29'	63.78'	N25°58'40"E	118.62'
C25	07°16'59"	225.00'	28.60'	14.32'	N09°38'00"E	28.58'
C26	78°27'42"	25.00'	34.24'	20.41'	N25°59'25"E	31.62'
C27	51°19'04"	25.00'	22.39'	12.01'	N24°40'44"E	21.65'
C28	282°38'09"	55.00'	271.31'	12.01'	S22°50'20"E	58.75'
C29	51°19'04"	25.00'	22.39'	12.01'	S29°33'45"E	21.65'
C30	78°27'42"	25.00'	34.24'	20.41'	N75°32'53"E	31.62'
C31	23°50'44"	225.00'	93.64'	47.51'	N48°14'18"E	92.97'
C32	51°19'04"	25.00'	22.39'	12.01'	N34°30'08"E	21.65'
C33	282°38'09"	55.00'	271.31'	12.01'	S22°50'20"E	58.75'
C34	51°19'04"	25.00'	22.39'	12.01'	S85°49'12"W	21.65'
C35	54°12'09"	175.00'	165.55'	88.58'	S33°03'38"W	159.45'
C36	40°02'18"	225.00'	157.23'	81.88'	S25°58'40"W	154.05'
C37	29°10'30"	375.00'	190.85'	97.59'	S31°24'34"W	188.89'
C38	25°54'37"	180.00'	81.40'	41.41'	S03°52'00"W	80.71'
C39	96°13'57"	25.00'	41.99'	27.80'	S57°12'17"E	37.23'
C40	172°44'44"	675.00'	205.92'	103.77'	S80°12'17"E	205.12'
C41	132°27'42"	445.00'	104.55'	52.52'	S82°12'48"W	104.31'
C42	26°59'19"	345.00'	258.72'	130.79'	S88°58'38"W	254.35'
C43	11°59'03"	525.00'	109.81'	55.11'	S88°15'24"E	109.61'
C44	08°40'48"	675.00'	76.70'	39.30'	S85°36'18"E	78.85'
C45	05°00'03"	575.00'	50.19'	25.11'	S87°57'30"W	50.17'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N85°13'16"W	8.71'
L2	S85°13'16"E	8.71'
L3	S88°58'39"W	14.81'
L4	N56°39'56"W	59.98'
L5	N06°47'36"W	5.02'
L6	S06°47'36"E	4.83'
L7	S41°44'14"W	71.17'
L8	S84°31'22"W	47.58'
L9	S58°22'30"W	75.44'
L10	N20°12'25"W	111.40'
L11	S72°42'05"W	21.88'
L12	S31°32'55"W	173.58'



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FIRM #455



February 26, 2014

Irrevocable Letter of Credit in the amount of \$706,696.00 Unit 301A, Cordillera Ranch, Kendall County, Texas

Beneficiary:
Kendall County Commissioner's Court
201 E. San Antonio
Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8747400 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Seven Hundred Six Thousand Six Hundred Ninety Six Dollars and Zero Cents (\$706,696.00) expiring 02/26/2016 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR/KWW Partnership, Ltd.", has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 301A, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

8. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
9. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8747400 issued by First Bank and Trust East Texas".
10. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
11. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
12. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
13. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been

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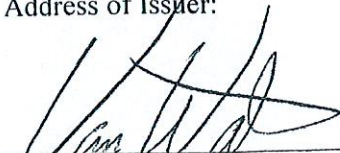
extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

14. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, TX 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson:

Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006

February 26, 2014

Irrevocable Letter of Credit in the amount of \$579,724.00 Unit 301A, Cordillera Ranch, Kendall County, Texas

Beneficiary:
Kendall County Commissioner's Court
201 E. San Antonio
Boerne, Tx 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8747440 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Five Hundred Seventy Nine Thousand Seven Hundred Twenty Four Dollars and Zero Cents (\$579,724.00) expiring 02/26/2016 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR/KWW Partnership, Ltd." has failed to complete certain subdivision improvements consisting of the construction of water and wastewater improvements (the "Improvements") for Unit 301A, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8747440 issued by First Bank and Trust East Texas".
3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.

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6. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."
7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Tx 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson:
Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006

February 26, 2014

Irrevocable Letter of Credit in the amount of \$438,661.00 Unit 301B, Cordillera Ranch, Kendall County, Texas

Beneficiary:
Kendall County Commissioner's Court
201 E. San Antonio
Boerne, TX 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8747630 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Four Hundred Thirty Eight Thousand Six Hundred Sixty One Dollars and Zero Cents (\$438,661.00) expiring 02-26-2016 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR/KWW Partnership, Ltd.", has failed to complete certain subdivision improvements consisting of the construction of streets and drainage structures (the "Improvements") for Unit 301B, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

8. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
9. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8747630 issued by First Bank and Trust East Texas".
10. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
11. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
12. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
13. Until the Improvements are completed in accordance with the plans and specifications and accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective

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stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

14. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, TX 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson
Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006

February 26, 2014

Irrevocable Letter of Credit in the amount of \$276,044.00 Unit 301B, Cordillera Ranch, Kendall County, Texas

Beneficiary:
Kendall County Commissioner's Court
201 E. San Antonio
Boerne, Tx 78006

We, FIRST BANK & TRUST EAST TEXAS do hereby establish our Irrevocable Letter of Credit No. 8747430 in Beneficiaries favor for account of CR/KWW Partnership, Ltd. (the "Developer"), up to the aggregate sum of Two Hundred Seventy Six Thousand Forty Four Dollars and Zero Cents (\$276,044.00) expiring February 26, 2016 at our counters available by payment against Beneficiary's draft at sight on First Bank & Trust East Texas (the "Bank") accompanied by:

Written certification signed by the County Judge, any County Commissioner or the County Treasurer that "CR/KWW Partnership, Ltd." has failed to complete certain subdivision improvements consisting of the construction of water and wastewater improvements (the "Improvements") for Unit 301B, Cordillera Ranch within two (2) years from the date of approval of the final plat by the Kendall County Commissioners Court or, alternatively, that the Improvements have not been completed and that CR/KWW Partnership, Ltd., has failed to timely extend this Letter of Credit."

SPECIAL CONDITIONS:

1. This Letter of Credit may not be canceled by the Applicant on or before the expiration date without the written consent of the Beneficiary.
2. Any draft drawn under this credit must be marked "Drawn under Irrevocable Letter of Credit No. 8747430 issued by First Bank and Trust East Texas".
3. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).
4. Any funds drawn under this Letter of Credit shall be used to complete the Improvements in accordance with the plans and specifications and the applicable Kendall County, Texas Regulations, Rules and Specifications for Roads and Subdivisions (the "Subdivision Regulations").
5. Upon completion of the Improvements in accordance with the plans and specifications and the Subdivision Regulations, Kendall County shall release this Letter of Credit and return it to Developer.
6. Until the Improvements are completed in accordance with the plans and specifications and

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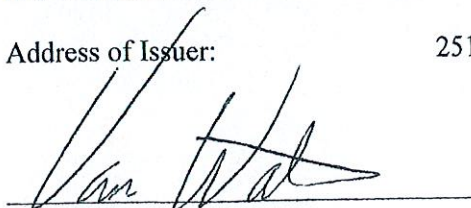
accepted by Kendall County Commissioners Court, this Letter of Credit shall be extended at least forty-five (45) days before the expiration date. If this Letter of Credit has not been extended within such time, Kendall County will give written notice at least fourteen (14) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that "this Letter of Credit is about to expire (in forty-five (45) days or less) and that construction of the Improvements has not been completed, and that Kendall County intends to draw upon this Letter of Credit unless a substitute Letter of Credit in an approved form, and in an amount equal to the Stated Amount stated hereinabove or such reduced amount approved by the County Commissioner's Court, is substituted prior to the expiration date of this Letter of Credit."

7. Prior to collecting on this Letter of Credit because of Developer's failure to timely complete the Improvements in accordance with the plans and specifications and County Subdivision Regulations, Kendall County will give written notice at least seven (7) days prior to calling for funds on this Letter of Credit, to Bank and Developer at their respective stated addresses sent by courier/certified mail, return receipt requested, that the Improvements have not been completed in accordance with the plans and specifications and County Subdivision Regulations and that Kendall County intends to draw upon this Letter of Credit.

We hereby engage with the Beneficiary that drafts drawn and presented in conformity with the terms of this credit will be duly honored on presentation to First Bank & Trust East Texas, 2510 W. Frank, Lufkin, Tx 75904 on or before the expiration date indicated above or as extended by amendment. Drafts must be drawn and presented by the close of business of the Issuer. Drafts will be honored within seven (7) working days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws will be permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit shall be surrendered to us.

Address of Issuer:

2510 W. Frank, Lufkin, TX 75904



Van Watson
Executive Vice President

Address of Developer:
CR/KWW Partnership, Ltd.
102-A Cordillera Ridge
Boerne, TX 78006

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 03-10-2014
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Racial Profiling Report from Kendall County Constable Precinct 3

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to accept the Racial Profiling Report for 2013 from Kendall County Constable Precinct 3 that was received February 27, 2014.

Kendall County Constable Pct. 3 Racial Profile Report for Jan 1, 2013 to Dec. 31, 2013

TCOLE RACIAL PROFILING AGENCY REPORT WIZARD



You have chosen to report Fully Exempt from Racial Profiling Reporting. Please review the information in the table below that will be provided to the general public via our website about your report. If all data is correct, please check the certification statement and submit your report.

Your report is not filed until you check the check box for certification statement below and click the submit button.
If you notice an error, please click [here](#) to go back to the public information form and correct the error.

Agency Name	Filing Status	Reason for Filing as Tier 1 or Tier 2	Chief Administrator and Agency Contact Information*	Date Filed	Online Electronic Report	Agency Supplied Report
KENDALL CO. CONST. PCT. 3 Agency No: 259103	Exempt		FORRES L. MEADOWS Phone: 8302305362 Email: FORRES.MEADOWS@GMAIL.COM Mailing Address: KENDALL CO. CONST. PCT. 3 PO Box 1287 Boerne, TX 78006	02/25/2014	View	

***Should you have any questions about the content of the report please use the agency contact information provided.**

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

Electronic Signature

☒ I hereby certify that it is not the policy of KENDALL CO. CONST. PCT. 3 to make traffic stops in the routine performance of its officers' official duties and agree I am submitting this Racial Profiling Report to TCLEOSE on behalf of KENDALL CO. CONST. PCT. 3's Chief Administrator on this date, 02/25/2014.

Forres Meadows
2/25/2014

