

WATER SYSTEM EXTENSION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

THIS AGREEMENT is made and entered into by and between **KENSINGTON PLACE VENTURES, LTD.**, hereinafter referred to as “Developer”, and **CITY OF KYLE**, a Texas Municipal Corporation, hereinafter referred to as “City” on this 12th day of July 2016.

WHEREAS, Developer intends to subdivide a 6.32 acre tract of land in Hays County, Texas, referred to as the Kensington Trails, Section 5D (“the Property” or the “Subdivision”) and shown by the map or drawing attached to this Agreement as **EXHIBIT A**; and

WHEREAS, City owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within the City of Kyle; and

WHEREAS, City currently has facilities on the neighboring Southlake subdivision and existing sections of the Kensington Trails subdivision; and

WHEREAS, City desires to connect the 8-inch water line to be constructed by Developer from the Property to the existing water line stub at the Spillway Drive cul-de-sac in the Southlake subdivision thereby looping the lines and ensuring the water quality and reliability for the customers in Kensington Trails and Southlake subdivisions; and

WHEREAS, a dispute has arisen as to whether Developer is obliged by agreement or otherwise to extend the water line connecting the Southlake and Kensington Trails subdivision; and

WHEREAS, the parties desire to reach mutually agreeable compromise and thereby avoid the delay, cost and expense of litigation; and

WHEREAS, Texas Local Government Code Sec. 212.071 *et seq.* provides that a municipality may enter into a contract with a developer for the construction of public improvements;

NOW THEREFORE, that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by these parties, Developer and City agree as follows:

1. Design of Water System Extension.

- a. The Water System Extension will include the on-site facilities and services required to connect the 8-inch water main from the Property to the 8-inch main located at Southlake subdivision. The Water System Extension will be designed and constructed in a single phase and will consist of an approximately 2,118 foot long extension of an 8-inch main from the southern boundary of the Property across the adjacent City-owned park and through Lot 47 of Block G of the Southlake subdivision owned by the Southlake Ranch HOA to the 8-inch main located near the northwestern boundary of the Southlake subdivision. The construction of the Water System

Extension may begin at any time after approval by City's Engineer of the plans and specifications and contract documents for the Water System Extension.

- b. The Developer shall cause the Water System Extension to be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of City and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the City Engineer prior to the construction of any portion of the Water System Extension, said approval may not be unreasonably withheld provided the design meets acceptable engineering practices and City's technical specifications and notes, is sealed by the Developer's engineer and is designed in compliance with this Agreement. Upon such approval of the plans and specifications by the City Engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define the "Water System Extension."
- c. The parties will fully cooperate with one another and will cause their respective employees, engineers and contractors to fully cooperate with each other in the design and construction of the Water System Extension. Developer and City will coordinate the design, construction and repair of the streets, sidewalks, and drainage and Water System Extension to minimize costs and disruption to the Developer and to minimize costs and disruption to City during the operation and maintenance of the Water System Extension. Developer may incorporate the Water System Extension in its subdivision plat and plans for the Kensington Trails Section 5D. In such event, the subdivision plat will remain subject to applicable City, county and state rules and ordinances for review and approval of the subdivision plat. This Agreement will govern the review and approval of the subdivision plat and plans only as it pertains to the Water System Extension.

2. Required Easements or Rights-of-Way.

- a. City will provide Developer a temporary construction easement for purposes of construction of the portions of the Water System Extension located on City-owned property. The temporary construction easement will be substantially in the form described in **EXHIBIT B**.
 - i. City will be responsible for acquiring any additional easement(s) and right of way that may be needed for the Water System Extension.
 - ii. Within 5 days of City's approval of the plans for the Water System Extension, Developer will provide City a survey, including field notes and sketch, of the Water System Extension.
 - iii. Within 5 days of receipt of the survey from Developer, City will submit its request for a water line easement for the portion of the Water System Extension located on Southlake HOA property. Southlake Ranch HOA has provisionally agreed to provide the proposed easement at no cost to City, but City will bear the cost of acquiring the easement in the event Southlake Ranch HOA should demand a fee.
- b. Developer will be responsible for obtaining any approvals and permits as may be required to traverse bridges, roads, pipelines, drainage canals, dams, creeks and lakes located along the

route of the Water System Extension. Developer may include up to 30% of the permit fee paid to third parties, if any, for such crossings to the Purchase Price. City agrees to waive any city permit fees for such crossings.

3. Construction of the Water System Extension.

- a. Developer shall, at its cost, cause the Water System Extension to be constructed in strict accordance with the plans and specifications approved by the City's consulting engineer. Developer may choose the contractor(s) for the work and must directly, or through its contractors, provide performance and payment bonds in the amount of the contract for constructing both Section 5D and the Water System Extension. The contract between the Developer and the contractor, whether one or more, shall allow for claims for defects in labor and materials, require the contractor to provide a one-year warranty on the work, and material and the performance bond shall include the twelve-month warranty on the work and material which warranty shall be transferable to City and shall name City as co-obligee. In addition, the Developer shall require the contractor to provide insurance for the typical coverage for the work being performed, such insurance naming the Developer and City as additional insured for the work performed by the contractor on the Extension. Developer shall provide City a copy of the contract with the contractor, the performance and payments bonds, and insurance certificate before allowing the contractor to start work under the contract. Developer authorizes City to stop work by the contractor if contractor starts work prior to City receiving the above-described documents and Developer agrees to defend, hold harmless and indemnify City for any claims or causes of action relating to the stop-work order.
- b. City shall have the right to inspect all phases of the construction of the Water System Extension and to require additional inspection to be performed by a construction inspection services company approved by City. Developer will bear the cost of such additional inspection should the additional inspection find material design deficiencies, construction deficiency, or defects in the construction, material, equipment or similar items requiring corrective action. City will bear the cost of the additional inspection if the additional inspection finds no such material defects. Developer must give written notice to City of the date on which construction is scheduled to begin so that City may assign an inspector.
- c. Developer shall remain responsible for the labor and materials (including water) required to fill/flush and test the Water System Extension during its construction.
- d. Developer shall provide construction observation services through the Developer's engineer and upon completion, the engineer shall provide City a Certificate of Completion stating that construction of the Water System Extension was accomplished in accordance with the plans and specifications approved by the City, acting by and through City Engineer.
- e. Upon completion of the Water System Extension, the Developer shall provide to City a complete set of mylar reproducible construction plans and an additional set in electronic form for the Water System Extension, certified "as built" by the engineer responsible for providing engineering services during the construction phase. The Developer's engineer will deliver to City a signed and sealed certificate stating that the Water System Extension were constructed in accordance with the plans and specifications approved by the City Engineer.

- f. The Developer will warrant that the Water System Extension constructed by Developer or Developer's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date of transfer of the Water System Extension to City. The liability of Developer, the engineer, and contractor for warranty work and to correct design and construction deficiencies are not limited to the amount of the bond or insurance. This section will survive Closing.
- g. Developer will be responsible for making good or paying the cost of all repairs to or other corrective action or damages resulting from design deficiencies, construction deficiency, or defects in the construction, material, equipment, observation or testing, except to the extent that City receives payment for such costs from the engineer or contractor or from the proceeds of the bonds or insurance. Developer's construction contract will provide that Developer shall hold a 10% retainage, subject to final completion Water System Extension, including resolution of all punch list items. City may choose, in its sole discretion, not to close on its purchase of the Water System Extension and refuse to accept title to any of the Water System Extension or any particular improvement if the Water System Extension, or any portion of the Water System Extension, or particular improvement are subject to design or construction related deficiencies. If the Developer accepts title to the Water System Extension, either before or after City is aware of the design or construction related deficiencies, City may, in its sole discretion, either choose to correct a design or construction related deficiency in the Water System Extension and obtain reimbursement from the Developer's engineer or contractor or not correct the design or construction related deficiencies. Developer will reimburse City for the amount due City under this section within ten days after written demand by City. To the extent that the Developer, by action or inaction, reduces or impairs City's rights to pursue claims against the design engineer and/or contractor(s), the Developer will be responsible to City.

4. Sale of Water System Extension to City.

- a. Upon proper completion of construction of the Water System Extension (or portion thereof) and final inspection and approval thereof by City, the Water System Extension shall be conveyed to the City by an appropriate bill of sale substantially in the form included in **EXHIBIT C**. The bill of sale will transfer all permits and warranties and further provide that Developer is responsible for any and all repair, including parts, labor, water loss, etc. for a period of one year after execution. The Water System Extension shall thereafter be owned and maintained by City.
- b. The Purchase Price for the Water System will be 30% of the cost of the project as described in Section 5. City will pay the Purchase Price to Developer at Closing.
- c. If the construction of the Water System Extension, or portion of the Water System Extension does not meet the standards set forth in the plans and specifications approved by City's engineer or Developer is in violation of any of City's tariff, or other applicable law or regulation, or Developer is in default of this Agreement with City, or claims or litigation are pending regarding the Water System Extension, City may elect to not close on the conveyance and not accept the construction for ownership or maintenance of the Water System Extension, or the portion of the Water System Extension, and City may choose to disconnect the Water System Extension from City system or refuse to connect the Water System Extension to City's system, as the case may be. The measure of damages for breach of this policy by the Developer is the reasonable cost

of completing the Water System Extension in conformance with the plans and specifications approved by City's engineer and City's tariff, requirements, procedures, and specifications.

5. Cost of the Water System Extension.

- a. Developer shall pay all costs associated with the Water System Extension (subject to required reimbursement under Section 2, above). Costs shall include the following:
 - i. engineering and design of Water System Extension;
 - ii. permit fees paid to third parties, if any, for crossing of gas pipelines, creeks, roadways, etc.;
 - iii. construction of Water System Extension;
 - iv. inspection; and
 - v. testing, sampling and other costs relating to obtaining governmental or regulatory approvals required to lawfully provide service

The sum of the above-listed costs multiplied times 30% will be the Purchase Price for the Water System Extension. [Example: \$80,000.00 x .30 = \$24,000.00 Purchase Price]

- b. Developer shall indemnify City, its officers, directors, employees and agents and hold City harmless from all of the foregoing costs as well as any claims for personal injury, breaches of contract asserted by Developer's contractors and/or subcontractors, or damage to property, tangible or intangible arising directly or indirectly from the construction of the Water System Extension. Nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its conveyance to City or to be responsible to guarantee payment by any customer of City after the Water System Extension has been conveyed to and accepted by City.

6. Closing. Except as otherwise provided in this agreement, Closing will occur 20 days after Developer delivers to City a Completion Package for the Water System Extension. The closing will take place at the offices of Stewart Title, 205 Cimarron Park Loop, Buda, TX 78610 ("Title Company"), unless otherwise provided herein or mutually extended by the Parties.

- a. At Closing, Developer will deliver the following items in a Completion Package:
 - i. Bill of Sale conveying Water System Extension;
 - ii. Costs to prepare and record documents to cure and resolve any unpaid judgments, debts and liens encumbering the Water System Extension;
 - iii. Any other documents that may be required by Title Company to close this transaction and issue title policy; and
 - iv. Evidence of Developer's authority to close this transaction
- b. At Closing, City will deliver the following items:
 - i. Purchase Price;

- ii. Closing costs including, title policy premium, recording deed and closing fees to Title Company;
 - iii. Any other documents that may be required by the Title Company to close this transaction and issue title policy; and
 - iv. Evidence of City's authority to close this transaction
- c. The documents listed above are collectively known as the "Closing Documents." Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. At closing, the Water System Extension will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature and no work or materials will have been furnished to the on-site facilities by Developer that might give rise to mechanic's, materialman's, or other liens against the Property.

7. Effect of Force Majeure.

- a. In the event either party is rendered unable by force majeure to carry out any of its obligations under this agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party; provided however, Force Majeure will not apply to, or excuse City or Developer from their respective obligations in connection with (i) any obligation to pay a sum of money owed under this Agreement to the other party or any third party, or (ii) City's obligation to timely close on the purchase of the Water System Extension.
- b. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, order of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. Notices.

- a. Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

- b. Any notice mailed to the City office shall be addressed:

City of Kyle Public Works Dept.
520 E RR150
Kyle, TX 78640
Attn: Harper Wilder

Email: hwilder@cityofkyle.com

- c. Any notice mailed to Developer shall be addressed:

Kensington Place Ventures, Ltd. In care of
Intermandeco GP, LLC
P.O. Box 670649
Dallas, TX 75367
Attn: Cary L. Cobb

Email: ccobb@intermandeco.com

- d. Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.
- e. The email addresses for the parties are provided for the convenience of the parties, but any notice required to be given under this Agreement shall be valid only if mailed via the United States Postal Service.

9. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had ever been contained therein.

10. Entire Agreement. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the City

and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Hays County, Texas.

13. Venue. Venue for any suit arising hereunder shall be in Hays County, Texas.

14. Successors and Assigns. This Agreement shall be binding on and shall inure the benefit of the heirs, successors and assigns of the parties.

15. Authority. The parties each represent to the other that this Agreement was approved by the governing body of the party and that the person signing this Agreement on behalf of the party has the full authority to do so.

16. Effective Date. This Agreement shall be effective from and after the date of due execution by all parties; provided, however, if Developer does not begin construction of the Water System Extension within eighteen months, unless extended or due to delay caused by CITY, CITY may terminate this Agreement without liability to Developer.

17. Successors. This Agreement shall be binding upon Developer's successors and assigns. If Developer fails to satisfy its obligations under this Agreement, City may terminate this Agreement or refuse to extend service to future owners of land within the Property.

18. City Approval. This Agreement is contingent upon approval by the City Council for the City of Kyle, Texas. However, upon execution of this Agreement, City will remove its requirement for construction of the Water System Extension from Developer's preliminary plat for the Property and in the final plat submitted to City Council for review and approval.

19. Mutual Release and Compromise. City and Developer acknowledge and agree that this Agreement is a compromise and resolution of the parties' dispute arising from Developer's pending subdivision plat submitted to City for the proposed development of the Property and City's demand that Developer pay for construction of the Water System Extension (the "Dispute").

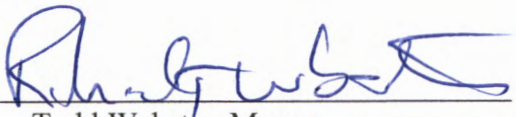
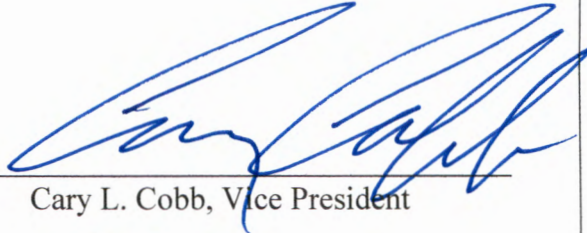
- a. In exchange for agreements and good and valuable consideration set forth herein, Developer releases and discharge City, and City's past, present, and future employees, officials, and agents, from any and all claims or counterclaims, causes of action, remedies, damages, liabilities, debts, suits, demands, actions, costs, expenses, fees, controversies, set-offs, third-party actions or proceedings of whatever kind or nature, whether at law, in equity, administrative proceedings, arbitration, or otherwise, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, which it may have had or has ever had against any of them arising from or relating to the Dispute, or any other claims or causes of action that were or could have been brought in a lawsuit, or that could have been asserted in connection with the Dispute.
- b. In exchange for the agreements and good and valuable consideration set forth herein, City hereby releases and discharges Developer, its affiliates, subsidiaries, and parents (the

“Developer Entities”), the Developer Entities’ past, present, and future employees, stockholders, officers, directors, and agents, from any and all claims or counterclaims, causes of action, remedies, damages, liabilities, debts, suits, demands, actions, costs, expenses, fees, controversies, set-offs, third-party actions or proceedings of whatever kind or nature, whether at law, in equity, administrative proceedings, arbitration, or otherwise, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, which it may have had or has ever had against any of them arising from or relating to the Dispute, or any other claims or causes of action that were or could have been brought in a lawsuit, or that could have been asserted in connection with the Dispute.

19. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, constitute one and the same document.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CITY OF KYLE, TEXAS, a Texas municipal corporation	KENSINGTON PLACE VENTURES, LTD.
	BY: INTERMANDECO GP, LLC, its General Partner
By:  Todd Webster, Mayor	By:  Cary L. Cobb, Vice President
Date: <u>7-12-16</u>	Date: <u>7-8-16</u>

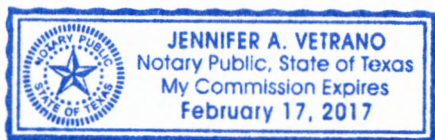
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ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 12th day of July 2016, by Todd Webster, mayor of City of Kyle, a Texas municipal corporation, on behalf of such municipality.

(Notary Seal)



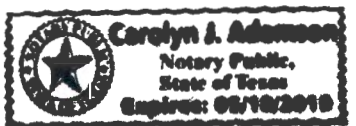
Jennifer A. Vetrano
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 8th day of July 2016, by Cary L. Cobb, Vice President of Intermandeco GP, LLC, the general partner of Kensington Place Ventures, Ltd.

(Notary Seal)



Carolyn A. Adamson
Notary Public, State of Texas

EXHIBIT A

Description of Kensington Trails, Section 5D

FIELD NOTE DESCRIPTION FOR A 6.32 ACRE TRACT OF LAND, HAYS COUNTY, TEXAS: (TRACT "D")

BEING A TRACT OR PARCEL OF LAND SITUATED IN HAYS COUNTY, TEXAS AND BEING OUT OF AND A PART OF THE JOHN STUART SURVEY, ABSTRACT NO. 14, AND BEING A PART OF THAT CERTAIN 34.72 ACRES OF LAND, CONVEYED TO KENSINGTON PLACE VENTURES, LTD, A TEXAS LIMITED PARTNERSHIP, RECORDED IN VOLUME 3064, PAGE 544, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the southwest right-of-way line of County Road No. 122, also known as Bebee Road, for the North corner of that certain tract of land as described in a General Warranty Deed to Thomas D. Odell, Michael S. Odell and Bradley W. Odell from Harry Christian Crag and Patrick Lyndon Nugent, recorded in Volume 1111, Page 447, of the Official Public Records of Hays County, Texas, for the East corner of the said Kensington Place Ventures tract;

THENCE with the northwest line of the said Odell and Robert L. Schlortt tracts, the same being the southeast line of the said Kensington Place Ventures tract, the following four (4) courses:

1. South 45°17'31" West, a distance of 362.40 feet to an iron rod found, for an angle corner of this tract;
2. South 44°39'36" West, a distance of 648.45 feet to an iron rod found, marking the most Westerly corner of said Odell tract common with the most northerly corner of that certain tract of land conveyed to Robert E. Schlortt, Jr., et ux, recorded in Volume 362, Page 708, of the Official Public Records of Hays County, Texas, for an angle corner of this tract;
3. South 45°04'53" West, a distance of 152.49 feet to an iron rod set, for an angle corner of this tract;
4. South 45°04'02" West, a distance of 196.48 feet to an iron rod set, marking the POINT OF BEGINNING and most easterly corner of this tract;

THENCE along northwest line of said Schlortt tract and southeast line of the tract, common with the southeast line of said Kensington Place Ventures tract, the following three (3) courses:

1. South 45°04'02" West, a distance of 189.18 feet to an iron rod set, for an angle corner of this tract;
2. South 37°41'46" East, a distance of 219.46 feet to an iron rod found, for an angle corner of this tract;

3. South $45^{\circ}05'26''$ West, a distance of 590.04 feet to an iron rod found, lying on the northeast line of a certain tract conveyed to the City of Kyle in Volume 2028, Page 772, of the Official Public Records of Hays County, Texas, marking the most southerly corner of this tract,

THENCE North $17^{\circ}24'50''$ West, along the southwest line of Said Kensington Place Ventures tract common with the southwest line of this tract, a distance of 129.18 to an iron rod found lying on a curve to the right, for an angle corner of this tract;

THENCE Along said curve to the right and southwest line of this tract, an arc length of 90.70 feet, having a radius of 55.00 feet, a delta angle of $94^{\circ}29'16''$, a chord bearing North $60^{\circ}10'12''$ West, for a distance of 80.76 feet to an iron rod found, for an angle corner of this tract;

THENCE South $71^{\circ}08'55''$ West along said southwest line of Said Kensington Place Ventures tract s common with the southwest line of this tract, a distance of 140.92 feet to an iron rod set lying on the northeast line of said City of Kyle tract, for the most westerly corner of this tract;

THENCE North $27^{\circ}08'57''$ East, along the northwest line of this tract common with the southeast line of said City of Kyle tract, a distance of 334.36 feet to an iron found marking an angle corner of said City of Kyle tract and the most southern corner of Kensington Trails Subdivision Section 4B recorded in Volume 13, Page 288 of the Plat Records of Hays County, Texas, for an angle corner of this tract;

THENCE North $27^{\circ}08'39''$ East, along the northwest line of this tract common with the southeast line of said Kensington Trails Subdivision Section 4B tract, a distance of 551.38 feet, to an iron set marking the most northerly corner of this tract;

THENCE departing the northwest line of this tract, through and across said Kensington Place Ventures tract, South $62^{\circ}51'21''$ East, a distance of 110.00 feet to an iron rod set, marking an angle corner of this tract;

THENCE South $27^{\circ}08'39''$ West, a distance of 45.58 feet to an iron rod set, for an angle corner of this tract;

THENCE South $62^{\circ}51'21''$ East, along the northeast line of this tract, a distance of 200.58 feet to the POINT OF BEGINNING, containing 6.32 acres of land, more or less.

George E. Lucas
R.P.L.S. No. 4160
State of Texas
July 7, 2016



KENSINGTON TRAILS SUBDIVISION SECTION 5D FINAL PLAT

SUMMARY

TOTAL ACRES	= 0.30 AC
NO. OF PARCELS, LOTS	= 36
LENGTH OF CORNER	= 1.100 OF
AREA OF 0.0%	= 1.00 AC

LEGEND

- BOUNDARY CORNER AND MARK
- CORNER 1/4" x 1/4" x 1/4"
- CORNER 1/4" x 1/4" x 1/4"
- PUBLIC HIGH CORNER
- CORNER CORNER
- CORNER CORNER
- CORNER CORNER

NOTES

1. ALL LOTS ARE SHOWN WITH 1/4" x 1/4" x 1/4" CORNER MARKS.

2. ALL LOTS ARE SHOWN WITH 1/4" x 1/4" x 1/4" CORNER MARKS.

3. ALL LOTS ARE SHOWN WITH 1/4" x 1/4" x 1/4" CORNER MARKS.

BOUNDARY CORNER MARKS

LINE #	LINE LENGTH	BEARING	CORNER MARK	CORNER MARKS	CORNER MARKS	LINE #
1	10.00	00.00	0.00	0.00	0.00	1
2	10.00	00.00	0.00	0.00	0.00	2
3	10.00	00.00	0.00	0.00	0.00	3
4	10.00	00.00	0.00	0.00	0.00	4
5	10.00	00.00	0.00	0.00	0.00	5
6	10.00	00.00	0.00	0.00	0.00	6
7	10.00	00.00	0.00	0.00	0.00	7
8	10.00	00.00	0.00	0.00	0.00	8
9	10.00	00.00	0.00	0.00	0.00	9
10	10.00	00.00	0.00	0.00	0.00	10
11	10.00	00.00	0.00	0.00	0.00	11
12	10.00	00.00	0.00	0.00	0.00	12
13	10.00	00.00	0.00	0.00	0.00	13
14	10.00	00.00	0.00	0.00	0.00	14
15	10.00	00.00	0.00	0.00	0.00	15
16	10.00	00.00	0.00	0.00	0.00	16
17	10.00	00.00	0.00	0.00	0.00	17
18	10.00	00.00	0.00	0.00	0.00	18
19	10.00	00.00	0.00	0.00	0.00	19
20	10.00	00.00	0.00	0.00	0.00	20
21	10.00	00.00	0.00	0.00	0.00	21
22	10.00	00.00	0.00	0.00	0.00	22
23	10.00	00.00	0.00	0.00	0.00	23
24	10.00	00.00	0.00	0.00	0.00	24
25	10.00	00.00	0.00	0.00	0.00	25
26	10.00	00.00	0.00	0.00	0.00	26
27	10.00	00.00	0.00	0.00	0.00	27
28	10.00	00.00	0.00	0.00	0.00	28
29	10.00	00.00	0.00	0.00	0.00	29
30	10.00	00.00	0.00	0.00	0.00	30
31	10.00	00.00	0.00	0.00	0.00	31
32	10.00	00.00	0.00	0.00	0.00	32
33	10.00	00.00	0.00	0.00	0.00	33
34	10.00	00.00	0.00	0.00	0.00	34
35	10.00	00.00	0.00	0.00	0.00	35
36	10.00	00.00	0.00	0.00	0.00	36

LOCATION MAP

CUATRO
CONSTRUCTION

EXHIBIT B

Form of Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENT, That CITY OF KYLE, TEXAS (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by KENSINGTON PLACE VENTURES, LTD., (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged.

Grantor does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a twenty-foot wide temporary construction easement along the path of the waterline extension as shown on the approved plans, prepared by _____ and dated _____, 2016, and on file at the City of Kyle, Public Works Department, Kyle, Texas.

The temporary construction easement shall terminate upon the completion of the construction of a water pipeline and upon closing conveying the water pipeline to Grantor. In no event will the term of this temporary construction easement extend beyond 120 days from the Effective Date, unless otherwise extended in writing by Grantor.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____ ("Effective Date").

CITY OF KYLE, TEXAS

Todd Webster, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of June 2016, by Todd Webster, mayor of City of Kyle, a Texas municipal corporation, on behalf of such municipality.

(Notary Seal)

Notary Public, State of Texas

EXHIBIT C

Form of Bill of Sale

**Bill of Sale For
Utility System Assets**

Date: _____, 2016

Seller: **KENSINGTON PLACE VENTURES, LTD.**
a Texas limited partnership

Seller's Mailing Address:

Intermandeco GP, LLC
P.O. Box 670649
Dallas, Texas 75367

Buyer: **CITY OF KYLE**, a Texas Municipal Corporation

Buyer's Mailing Address:

City of Kyle
520 E RR150
Kyle, Texas 78640
Attn: Public Works Department

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency which is acknowledged and confessed by Seller.

Transferred Properties:

All of Seller's interest in assets, real and personal, owned by Seller described as follows:

1. All personal property, fixtures and all permanent improvements comprising the Utility System described in Exhibit "A" attached hereto owned by Seller.
2. All plans and specifications, warranties, guaranties, bonds, permits, consents, rights and obligation of Seller that are directly related to Seller's interest in the Utility System.
3. All files and records in Seller's possession and control concerning the operation of the Utility System including but not limited to water system plats, drawings, and maps, all known correspondence with and reports from any regulatory agencies associated with the water system, utility tariffs, lab reports, meter testing reports of the Utility System.
4. All assets to be sold, assigned or transferred shall specifically include all permits held by Seller, in whole or part, necessary to operate the Utility System and/or cross any creeks,

roads, bridges, gas lines, etc.

5. All right, title and interest (express or created at law) to all rights-of-way, and easements for all underground water utility plant and all required sanitary control easements used and useful in operating and owning the Utility System that Seller may possess for use of the Utility System and within real property not already owned by Buyer.

Warranties and Representations:

Buyer expressly agrees and acknowledges that except as otherwise expressly stated in this Bill of Sale, all of the Representations and Warranties given and made in the Water System Extension Agreement, executed by Buyer and Seller and dated June _____, 2016, remain true and correct as of the effective date of this Bill of Sale.

Seller, for the Consideration sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise.