



# CITY OF KYLE

---

100 W. Center - P.O. Box 40 - Kyle, Texas 78640 (512) 262-1010 FAX (512) 262-3800

April 30, 2018

Asif Karowalia  
PO Box 270184  
Austin, TX 78727

RE: Agreement regarding Settlement of Dispute Related to the Development of the Property  
(defined below)

This letter sets forth the agreement (the "Agreement") between the City of Kyle, Texas, a home rule city, (the "City") and Asifali Karowalia (the "Owner"), related to settlement of a dispute regarding the use of 1001/1003 Windy Hill Rd, also known as the GEORGIA LEA SUB, BLOCK A, LOT 4 (5.051 acres) and the ROSY PEACH SUB, BLOCK A, LOT 1 (1.564 acres) (the "Property"). The City will not oppose the development of 5.714 acres of the Property (shown in Exhibit A) (the "MF Tract") as a 120 unit multi-family development, provided that the Owner shall and hereby agrees to develop the MF Tract in accordance with the ordinances, rules, and regulations applicable to the R-3-2 zoning district, as well as the City's subdivision, site development, storm drainage, building regulations and any other ordinances, regulations or requirements adopted by the City that apply to development of land within the City as of the date of this agreement, and amendments to those regulations that are allowed to apply under applicable law (the "City Regulations"). The Owner further agrees to develop 0.901 acres of the Property (as shown in Exhibit A) in accordance with the development standards for the zoning district approved by the City and the City Regulations. The City intends to initiate permanent zoning for the Property as follows: 5.714 acres (the MF Tract) to the R-3-2 zoning district, and .901 acres (Retail Tract) to the RS zoning district; and, Owner consents to and supports the City zoning the Property in this manner. The zoning of the property to multifamily and retail as provided in this paragraph is subject to the processes and procedures set forth in Chapter 211, Local Gov't Code.

AK

In the event that the City does not zone the MF Tract to the R-3-2 zoning district, the Owner shall nevertheless be entitled to develop the MF Tract as a 120 unit multi-family development in accordance with the development standards for the R-3-2 zoning district and the City Regulations. By signing this Agreement, the Owner waives any and all claims it has to develop the Property in a manner other than in accordance with this Agreement or the zoning district approved for the Property and the City Regulations.

This Agreement only inures to the benefit of, and may only be enforced by, the Parties hereto and their respective successors and assigns. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision, and must be executed with the same formalities as this instrument. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties, executed with the same formalities as this instrument. No agent of either the City or the Owner, unless authorized in writing by the agent's principal, has any authority to waive, alter, or enlarge this Agreement, or to make any new or substituted or different contracts, representations, or warranties.

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas without regard to conflicts of law principles, and all obligations of the Parties are performable in Hays County, Texas. Venue for any action to enforce or construe this Agreement shall be Hays County, Texas.



---

Scott Sellers  
City Manager, City of Kyle

AGREED:

OWNER:



---

Asif Kafowalia

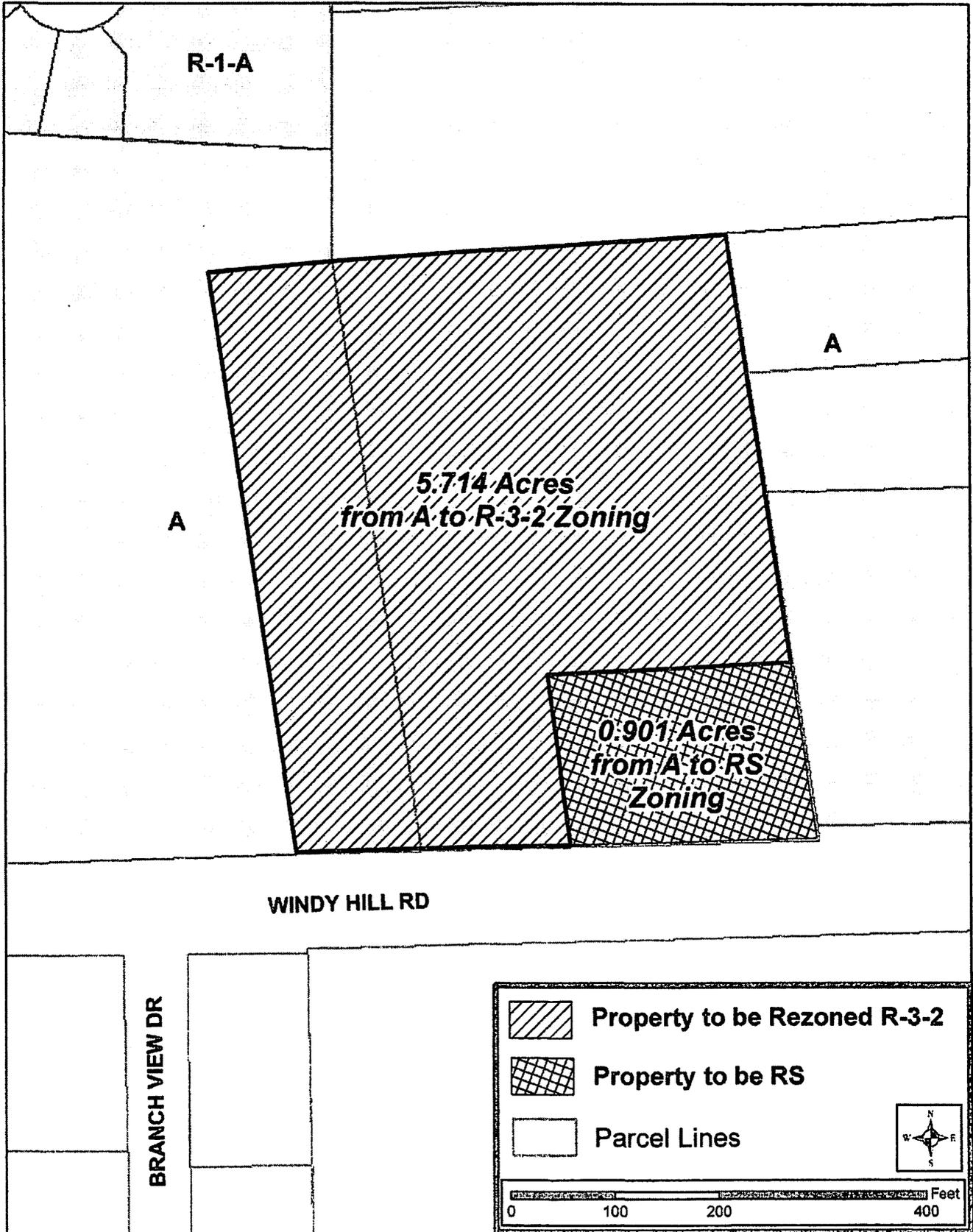
Attachments: Exhibit A Property

# Proposed Zoning

Z-17-019

1001 & 1049 Windy Hill Rd

6.615 Acres



Ask