



AGREEMENT FOR DONATION OF REAL PROPERTY

STATE OF TEXAS

§
§
§

Parcel #: 1

Project: Marketplace Avenue Extension

COUNTY OF HAYS

THIS AGREEMENT is entered into between the Contracting Parties, as defined below.

I. Contracting Parties:

Donor: Sheldon-Tanglewood, Ltd., a Texas limited partnership ("Donor")

City: City of Kyle, a Texas municipal corporation ("City")

II. Background:

Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) section §24.108 states that an owner whose real property is being acquired may, after being fully informed by the City of the right to receive just compensation for such property, donate such property or any part thereof, any interest therein, or any compensation paid therefor, to the Agency as such owner shall determine. The City is responsible for ensuring that an appraisal of the real property is obtained unless the owner releases the Agency from such obligation, except as provided in § 24.102(c)(2).

Donor is a property owner desiring to donate property described herein to the City. The City wishes to accept the donation of property and to enter into this Agreement with Donor.

III. Agreement:

Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "**Property**") to the City. The City certifies that its acceptance of the Property will further the City's abilities to meet its responsibilities.

The value of the Property as agreed by the Contracting Parties is \$5,300,947.08 (\$23.00 per gross square foot). Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. (_____) Donor's Initial

IV. Covenants, Representations and Warranties:

- A. Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- B. Donor acknowledges that there is no official relationship between Donor and the City.
- C. Donor acknowledges that it will receive no pecuniary benefit as a result of the donation of the Property.
- D. Donor is not the subject of City regulation or oversight or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the City, other than in Donor's capacity as an owner of real property within the City.
- E. The City determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the City in the performance of its duties.
- F. Donor acknowledges that, except to the extent permitted by law, the City's acceptance of the donation does not bind a future City Council to exercise its legislative discretion to approve a course of action that would require such approval. The City acknowledges and agrees that the Property will be used

only for an extension of Marketplace Avenue with associated water, sewer, storm drains, lighting, sidewalks, utility stubs, and underground 3-phase electric from the existing underground line at Old Bridge Trail north through the entire Marketplace Avenue extension, including junction boxes and switchgears as required by Pedernales Electric Cooperative to be constructed in accordance with plans approved by Donor (collectively, the "Marketplace Avenue Extension"), and all other items and activities necessary and incidental to the extension of Marketplace Avenue Extension and City activities to provide public services.. The City will commence construction of the Marketplace Avenue Extension on or before March 31, 2025, and diligently pursue completion of construction. In the event the City does not begin construction by March 31, 2025, or begins construction by such date, but fails to diligently pursue completion of construction, the Contracting Parties agree that Donor reserves the right and license to construct and complete the Marketplace Avenue Extension, subject to reimbursement from the City for all costs incurred by Donor directly related to the construction and completion of the Marketplace Avenue Extension.

- G. The City will install any needed pedestrian crosswalks on Marketplace Avenue, including at the intersection of Old Bridge Trail in accordance with the plans for the Market Place Extension.
- H. If needed by the City, Donor will grant the City a temporary construction staging area along Marketplace Avenue in a mutually acceptable location and subject to terms and conditions to be agreed upon within 60 days following Donor's receipt of written request therefor from the City, including requirements that the City, at its sole cost and expense, install a new gate on Marketplace Avenue and temporary fencing for livestock.
- I. Within 30 days after the effective date of this Agreement, the City shall install fencing along the boundary of Marketplace Avenue and the abutting tract to the east owned by Donor.
- J. If needed, the Contracting Parties will negotiate in good faith to agree upon the form of an excavation easement and placement of fill material.
- K. The Contracting Parties will negotiate in good faith to agree upon the form of a drainage easement for stormwater outfall.
- L. At least 30 days prior to the Closing Date, the City shall provide Donor with the necessary documentation to verify that the Marketplace Avenue improvements will capture and convey all the drainage in the current public city stormwater system in existing Marketplace Avenue and Old Bridge Trail (western drainage basin), including the outfall from the current HEB site, in a manner sufficient to obtain vacation and release of the existing Private Drainage Easement Agreement recorded at Volume 2779, Page 716, of the Official Public Records of Hays County, Texas.
- M. City and Donor shall comply with any additional obligations set forth in the Development Agreement for the Kyle Lake Park District between Donor and City dated December __, 2023, related to the Property, In the event of a conflict which renders a party unable to comply with both this Agreement and the Development Agreement for the Kyle Lake Park District, the provisions of this Agreement shall control.
- N. The City neither approves nor is responsible for any representations made by Donor for tax purposes.
- O. Donor acknowledges that the City will act in reliance of and in consideration of the promises made by Donor in this Agreement. City acknowledges that Donor's donation of the Property will be made in reliance on and in consideration of the promises made by City in this Agreement.
- P. Donor acknowledges that this Agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.
- Q. Donor acknowledges receipt of all information required by Texas Property Code Section 21.0111 and has received a Bona Fide Offer as described in Texas Property Code Section 21.0113.
- R. The covenants, representations and warranties of this Section IV shall survive Closing.

V. Hold Harmless: Intentionally deleted.

VI. No Warranty of Use: Donor makes no representation or warranty, express or implied or

arising by operation of law with respect to any matter concerning the Property, including, without limitation, the following: (i) title (other than the special warranty of title of the Donation Deed in the form attached hereto as Exhibit "B"), (ii) habitability, merchantability or suitability or fitness of the Property for a particular purpose or use, (iii) the nature and condition of the Property, including, without limitation, water, drainage and grading, soil and geology, zoning, annexation, extraterritorial jurisdiction and other zoning and jurisdictional issues, location of cemeteries, utility availability or hook-up, easement rights, flood plains (or portions of the Property in a flood plain) and the costs and requirements of same, access to streets, costs of utilities, location of curb cuts and median breaks in streets, sewage facilities (including, without limitation, availability or nonavailability of appropriate water and sewer capacity) or other governmental rights or obligations, (iv) completeness, accuracy or approval of permits, surveys, plats, preliminary plats, pollution abatement plans, subdivision plans or reports concerning the Property, (v) tax consequences, (vi) compliance of all or any part of the Property with applicable environmental laws, rules or regulations with respect to health, the environment, endangered species and wetlands (collectively, "Environmental Laws") including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Endangered Species Act (16 U.S.C. §1531, et seq.), as amended, the Texas Water Code, as amended, the Texas Natural Resource Code, as amended, and the Texas Solid Waste Disposal Act, as amended, (vii) the existence of asbestos, oil, arsenic, petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substances as those terms and similar terms are defined or used in applicable Environmental Laws, (viii) nature and extent of access to rights-of-way or utilities, availability of permits to access rights-of-way or utilities on the Property, rights-of-way, or encumbrances (except liens), or (ix) compliance with any law, ordinance or regulation of any governmental entity or body. Sale of the Property is made on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis. The City acknowledges that the City has the full, complete and unfettered right to inspect the Property to the City's satisfaction and that the conveyance to be made by Donor shall be without warranty or representation (except the special warranty of title contained in the Donation Deed). The City hereby agrees to rely only upon the City's own inspections as to the condition of the Property, or its own decision not to inspect any matter. This provision shall be set forth in the Donation Deed.

VII. Relocation Assistance: *(If applicable)*

Relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

VIII. Costs:

- A. The City, without cost to Donor, shall pay the cost of recording all instruments conveying title to the City, and the City may, but is not obligated to, purchase an owner's title policy at the City's expense.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by the City. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to the City; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the City failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be

filed with the City within six months after you are notified of the City's determination on any claim for reimbursement.

IX. Termination/Withdrawal:

If Donor withdraws from this Agreement, in writing, before it is executed by the City, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the City and Donor under this Agreement.

X. Closing:

The closing ("**Closing**") of this Agreement shall be held at the offices of Corridor Title, LLC, 410 W. San Antonio Street, Suite 100, New Braunfels, Texas 78130, Attn: Cindy Carroll, Telephone: (830) 387-4739, Facsimile: (830) 387-4864, E-mail: cindy@corridortitleco.com ("**Title Company**"), or elsewhere as the Contracting Parties may agree, on or before the date that is thirty (30) days after the Contracting Parties have executed a comprehensive Development Agreement for other land owned by Donor in the City.

XI. Sole Agreement:

This Agreement, the Development Agreement for the Kyle Lake Park District and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the City's Relocation Assistance Program.

XII. Notices:

Any notice or communication including any required documents or instruments required or permitted hereunder shall be in writing and shall be deemed to be delivered, (i) whether actually received or not, two (2) days after it was deposited in the United States mail, postage fully prepaid, registered or certified mail, (ii) when received via same-day local hand courier service, or (iii) the next business day after deposit by the sender with a national overnight courier service such as Federal Express. Notices to the Contracting Parties shall be sent to their respective addresses as follows:

Donor:	City:
Sheldon-Tanglewood, Ltd., a Texas limited partnership Attn: Richard K. Sheldon 601 Sonterra Blvd. San Antonio, TX 78258-4150	City of Kyle, a Texas municipal corporation Attn: Bryan Langley, City Manager 100 W. Center Street Kyle, TX 78640
With a copy to:	With a copy to:
Bell Nunnally & Martin LLP Attn: Allison Elko 2323 Ross Ave., Suite 1900 Dallas, Texas 75201	The Knight Law Firm, LLP Attn: Paige Saenz 223 West Anderson Ln., Suite A-105 Austin, Texas 78752

Either party may change its address by sending written notice of the change to the other in the manner provided.

XIV. Exhibits:

- A. Property Location Map or Survey
- B. Donation Deed

[SIGNATURE PAGE FOLLOWS]

The City and Donor have executed duplicate counterparts of this Agreement.

CITY		DONOR
The undersigned signatory warrants that he or she is an official representative of the City and is authorized to accept the donation and to enter into this Agreement on behalf of the City.		The undersigned signatory warrants that he is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.
City of Kyle, Texas, a Texas municipal corporation		SHELDON-TANGLEWOOD, LTD., a Texas limited partnership
By: _____		By: Tanglewood Acquisition, L.C., a Texas limited liability company, its General Partner
Name: Bryan Langley		BY: _____
Title: City Manager		Richard K. Sheldon, Member
Date: _____		Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

Page 1 of 9
September 8, 2023

County: Hays
Parcel No.: 3
Highway: Marketplace Avenue
Limits: From: F.M. 1626
To: Kohler's Crossing

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 5.291 ACRE (230,490 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN KING SURVEY SECTION NO. 20, ABSTRACT NO. 276, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN A DEED TO SHELDON-TANGLEWOOD, LTD., RECORDED JUNE 30, 2004 IN VOLUME 2495, PAGE 677, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.) AND A PORTION OF THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN A DEED TO SHELDON-TANGLEWOOD, LTD., RECORDED JUNE 30, 2004 IN VOLUME 2495, PAGE 658, O.P.R.H.C.TX.; SAID 5.291 ACRE (230,490 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 745.07 feet right of Marketplace Avenue Engineer's Centerline Station (E.C.S.) 140+41.53 for the northeast corner of the said remainder of a called 126.130 acre tract and the southeast corner of Lot 2, Block A, Plum Creek Phase 1, Section 7B, a subdivision of record in Document Number 21021024, O.P.R.H.C.TX, described in a deed to Plum Creek 2022, LP, In Document No. 21070107, O.P.R.H.C.TX.;

THENCE S 46°04'49" W, with the common line of said Lot 2 and said remainder of a called 126.130 acre tract, a distance of 933.64 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set (Surface Coordinates: N= 13,923,263.69, E= 2,328,946.23) 60.00 feet right of Marketplace Avenue E.C.S. 134+07.21 on the proposed east right-of-way line of Marketplace Avenue, for the northeast corner and POINT OF BEGINNING of the parcel described herein;

THENCE, departing the common line of said Lot 2 and said remainder of a called 126.130 acre tract, with the proposed east right-of-way line of Marketplace Avenue, over and across said remainder of a called 126.130 acre tract and said remainder of a called 70.657 acre tract, the following three (3) courses and distances numbered 1 – 3:

- 1) S 01°07'20" E, a distance of 549.24 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet right of Marketplace Avenue E.C.S. 128+57.97, for the beginning of a curve to the right,
- 2) With said curve to the right, through a central angle of 31°01'44", having a radius of 1,860.00 feet, an arc length of 1,007.29 feet and a chord which bears S 14°23'32" W, a distance of 995.03 feet to a mag nail in concrete set 60.00 feet right of Marketplace Avenue E.C.S. 118+83.17, and
- 3) S 29°53'24" W, a distance of 321.91 feet, a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet right of Marketplace Avenue E.C.S. 115+61.26, on the existing north right-of-way line of Old Bridge Trail, a variable width right-of-way, per plat recorded in Vol. 14, Pg. 84, P.R.H.C.TX.;

THENCE, departing the proposed east right-of-way line of Marketplace Avenue, with the existing north right-of-way line of Old Bridge Trail, the following two (2) courses and distances numbered 4 – 5:

- 4) S 29°53'24" W, a distance of 25.00 feet to a calculated point, and
- 5) N 60°06'04" W, a distance of 110.10 feet to a 5/8-inch iron rod found on the existing west right-of-way line of Marketplace Avenue, a 110 feet wide right-of-way, per plat recorded in Vol. 14, Pg. 84, P.R.H.C.TX., same being the east line of said remainder of a called 70.657 acre tract;

THENCE, departing the existing north right-of-way line of Old Bridge Trail, with the existing west right-of-way line of Marketplace Avenue, same being the east line of said remainder of a called 70.657 acre tract, the following two courses and distances numbered 6 - 7:

AGREEMENT FOR DONATION OF REAL
PROPERTY (MARKETPLACE)

Exhibit A-1

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina
14774.00003

- 6) S 29°54'23" W, a distance of 1,207.23 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "DUNNAWAY ASSOC. LP" found at the beginning of a curve to the right, and
- 7) With said curve to the right, through a central angle of 89°55'02", having a radius of 30.00 feet, an arc length of 47.08 feet, and a chord which bears S 74°51'54" W, a distance of 42.40 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "DUNNAWAY ASSOC. LP" found on the existing north right-of-way line of F.M. 1626, a variable width right-of-way, as described in Vol. 1904, Pg. 623 and in Vol. 2022, Pg. 363, O.P.R.H.C.TX.;

8) **THENCE**, N 60°10'35" W, departing the existing west right-of-way line of Marketplace Avenue, with the existing north right-of-way line of F.M. 1626, a distance of 10.30 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 90.26 feet left of Marketplace Avenue E.C.S. 102+99.01 on the proposed west right-of-way line of Marketplace Avenue, from which a Texas Department of Transportation (TXDOT) Type II concrete monument found on the existing north right-of-way line of F.M. 1626 bears N 60°10'35" W, a distance of 352.74 feet;

THENCE, departing the existing north right-of-way line of F.M. 1626, over and across said remainder of a called 70.657 acre tract and said remainder of a called 126.130 acre tract, the following four (4) courses and distances numbered 9 – 12:

- 9) N 74°54'23" E, a distance of 42.80 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 103+29.27,
- 10) N 29°54'23" E, a distance of 1,553.92 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 118+83.17, for the beginning of a curve to the left,
- 11) With said curve to the left, through a central angle of 31°01'44", having a radius of 1,740.00 feet, an arc length of 942.30 feet, and a chord which bears N 14°23'32" E, a distance of 930.83 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 128+57.97, and
- 12) N 01°07'20" W, a distance of 437.85 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 132+95.82, on the north line of said remainder of a called 126.130 acre tract and the south line of Lot 4, Block A, Plum Creek Phase 1, Section 7C, a subdivision of record in Document No. 20028511, O.P.R.H.C.TX, described in a deed to NP Austin Industrial 2, LLC, recorded in Document No. 21028252, O.P.R.H.C.TX;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Hays
Parcel No.: 3
Highway: Marketplace Avenue
Limits: From: F.M. 1626
To: Kohler's Crossing

Page 3 of 9
September 8, 2023

THENCE, departing the proposed west right-of-way line of Marketplace Avenue, with the north line of said remainder of a called 126.130 acre tract and the south line of said Lot 4, the following two (2) courses and distances numbered 13 – 14:

- 13) N 45°39'45" E, a distance of 27.44 feet to a calculated point on the existing west right-of-way line of Marketplace Avenue, an 80 foot wide right-of-way, per plat recorded in Document No. 20028511, O.P.R.H.C.T.X., and
- 14) N 46°04'49" E, a distance of 136.28 feet to the **POINT OF BEGINNING**, and containing 5.291 acres (230,490 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00013. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

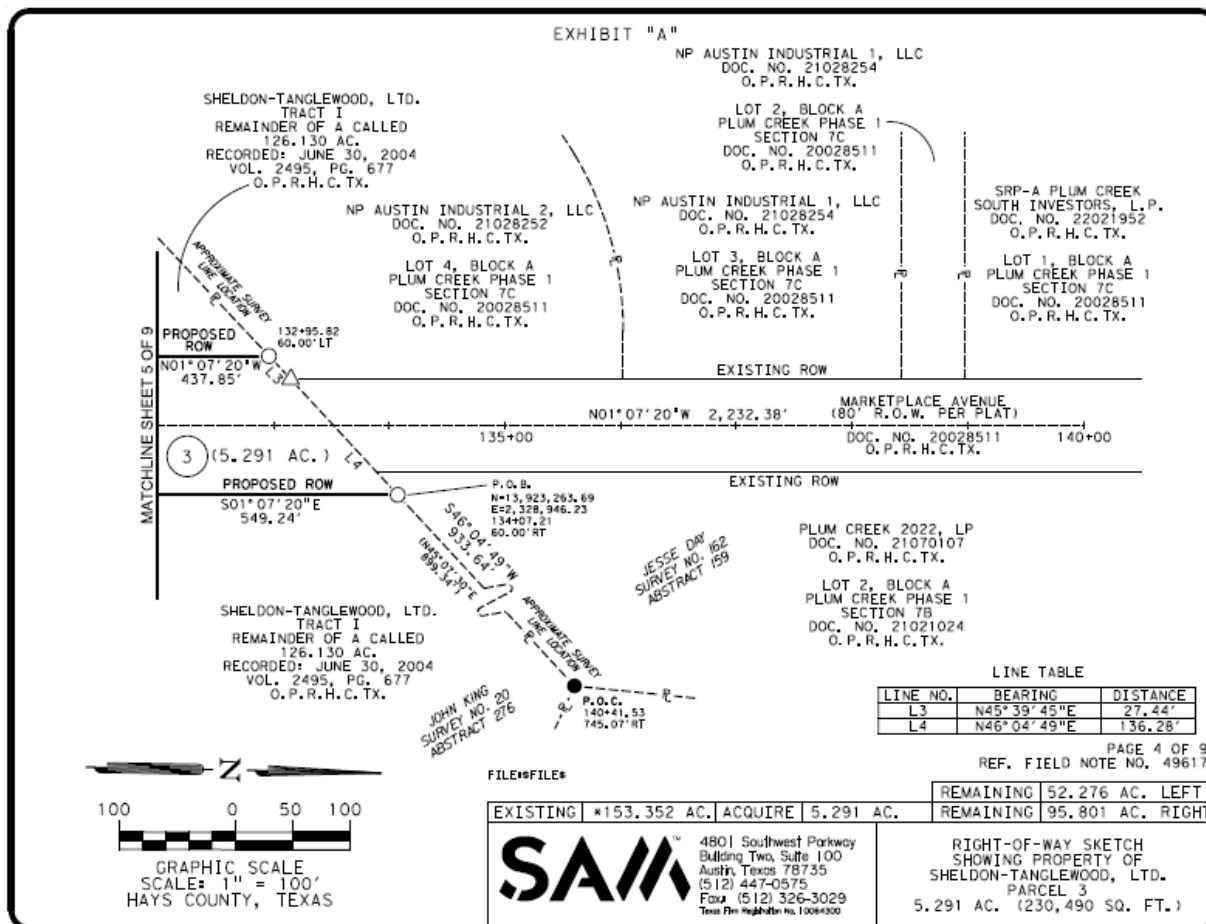
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/8/2023
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 8860 – State of Texas

FN 49617

SAM Job No. 71789

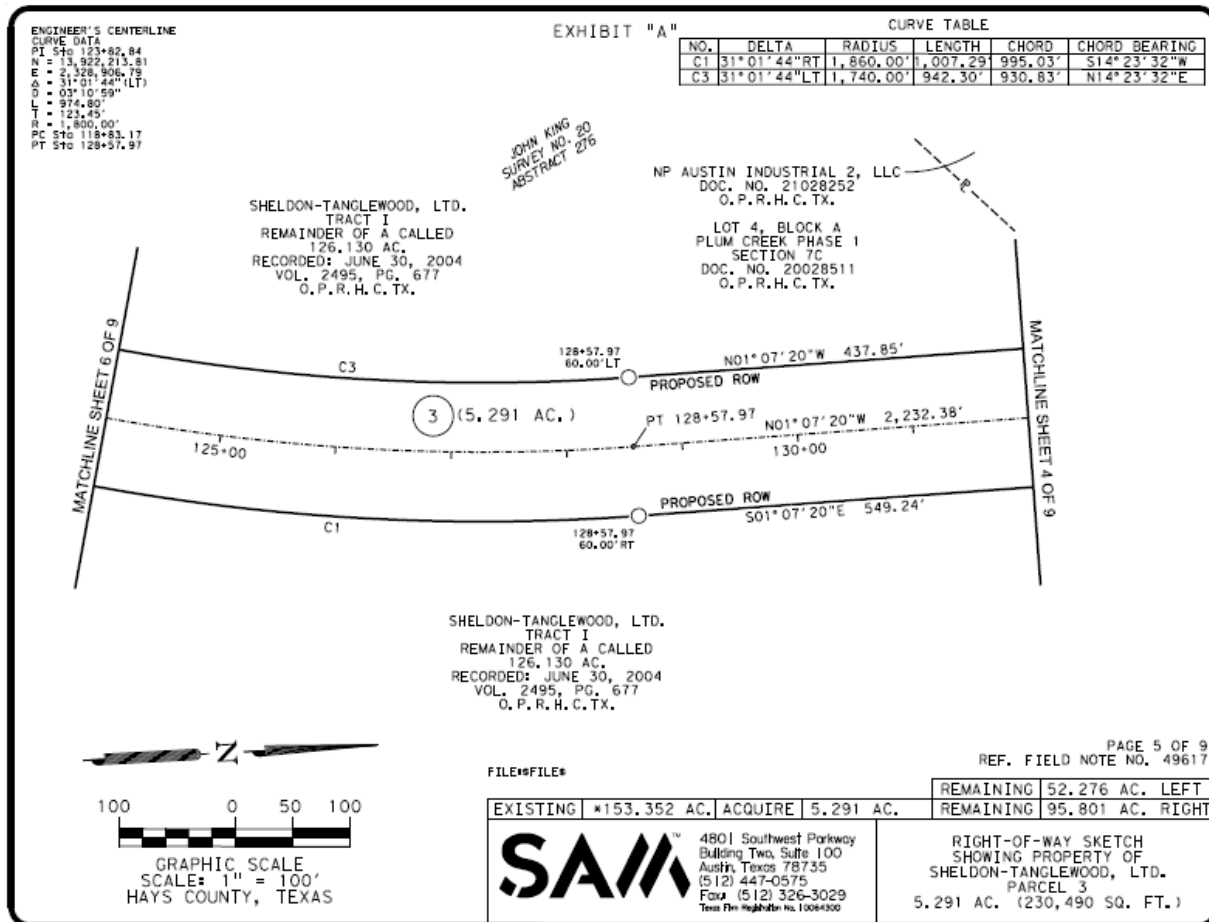


AGREEMENT To ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-4

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

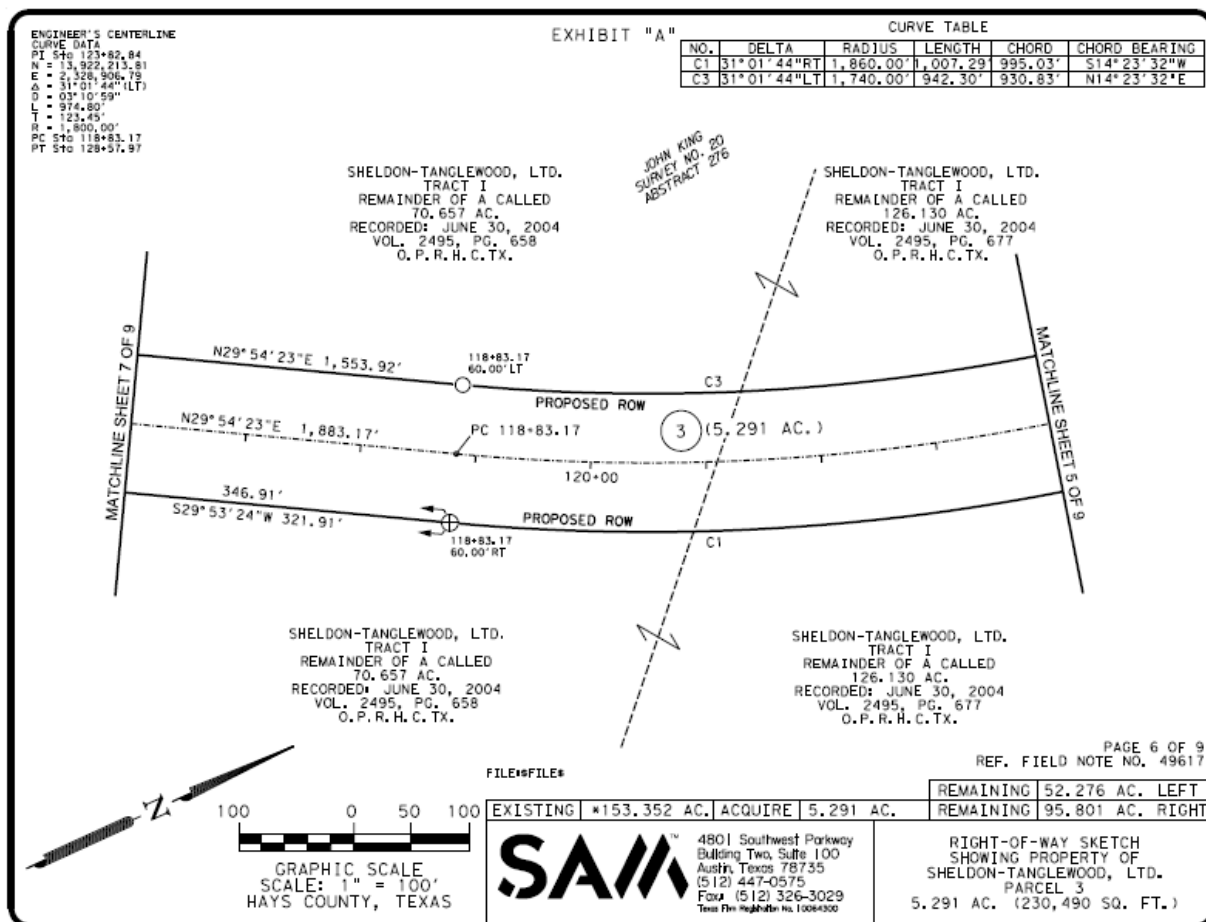


AGREEMENT To ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-5

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

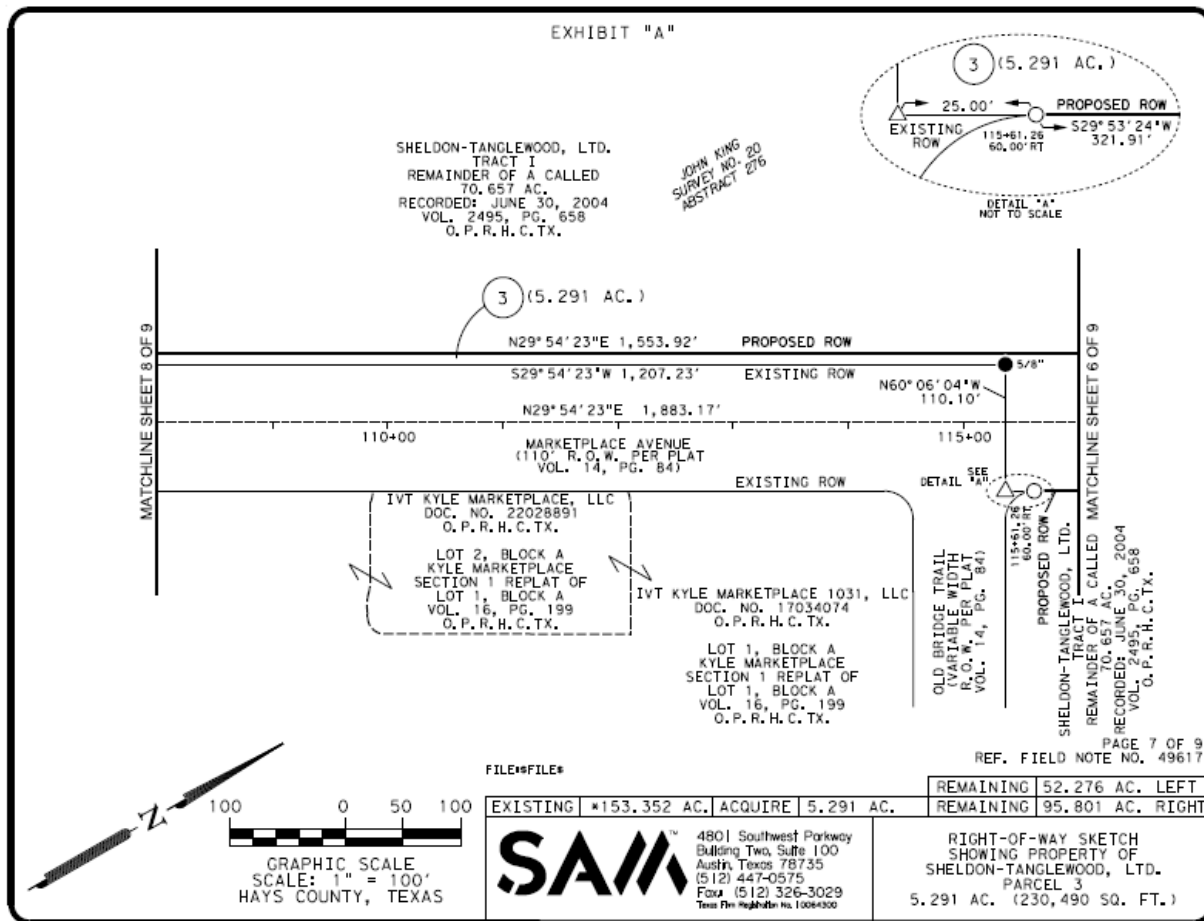


AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-6

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

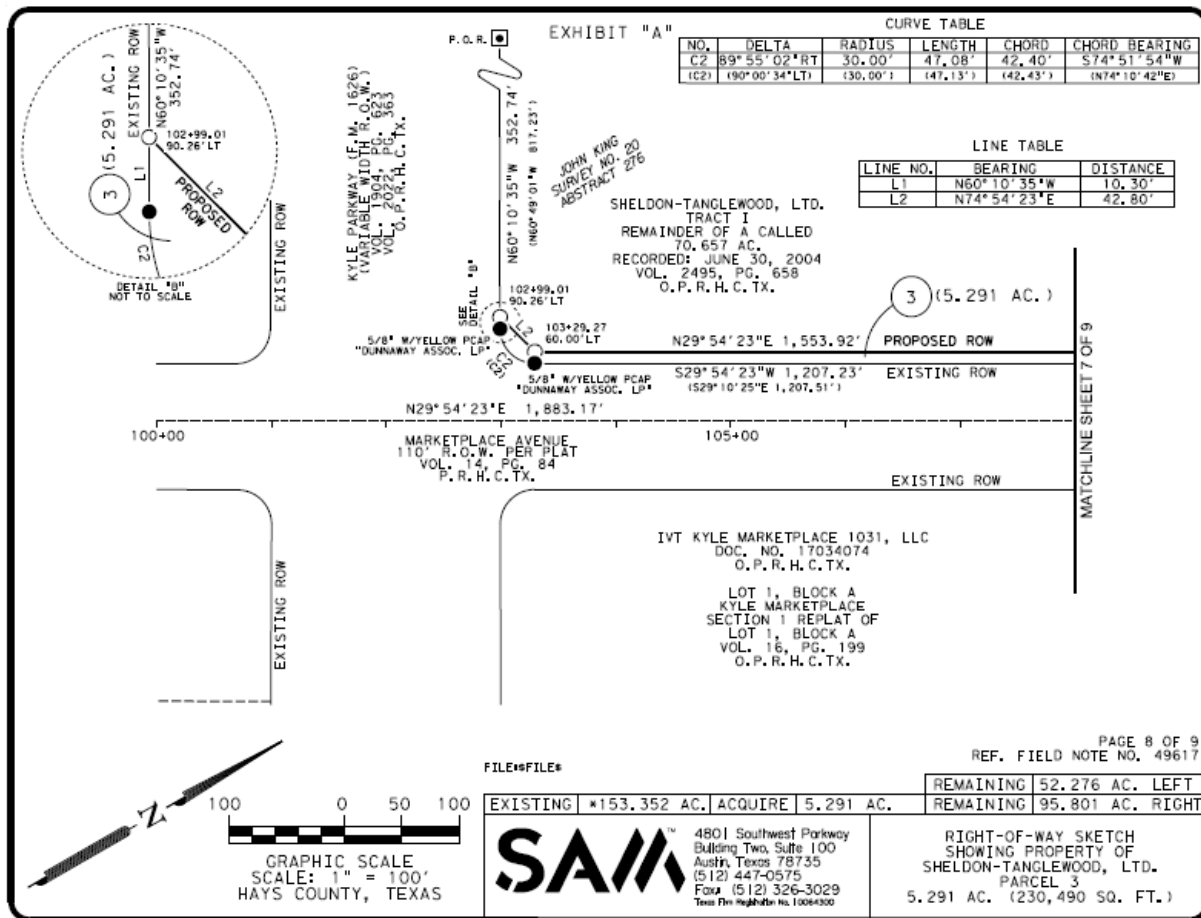


AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-7

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

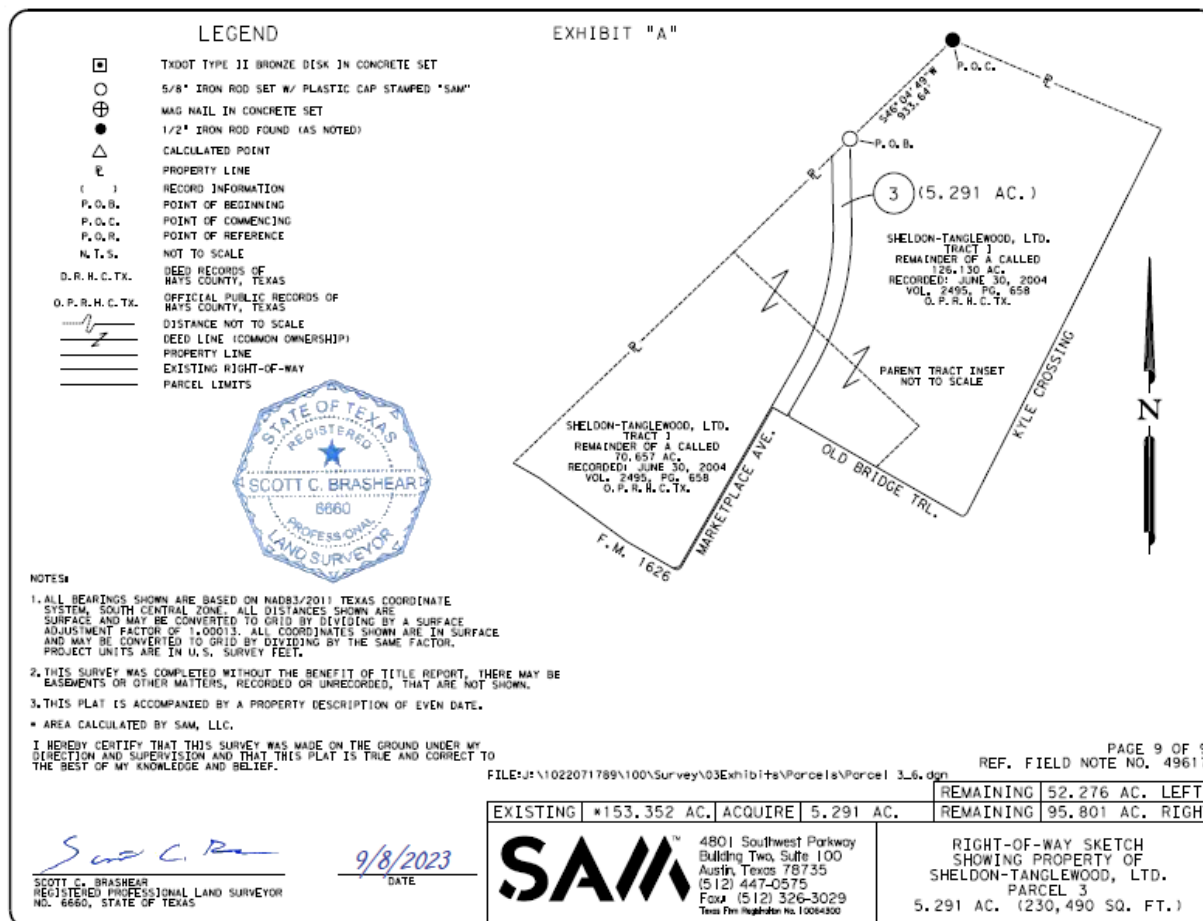


AGREEMENT To ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-8

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

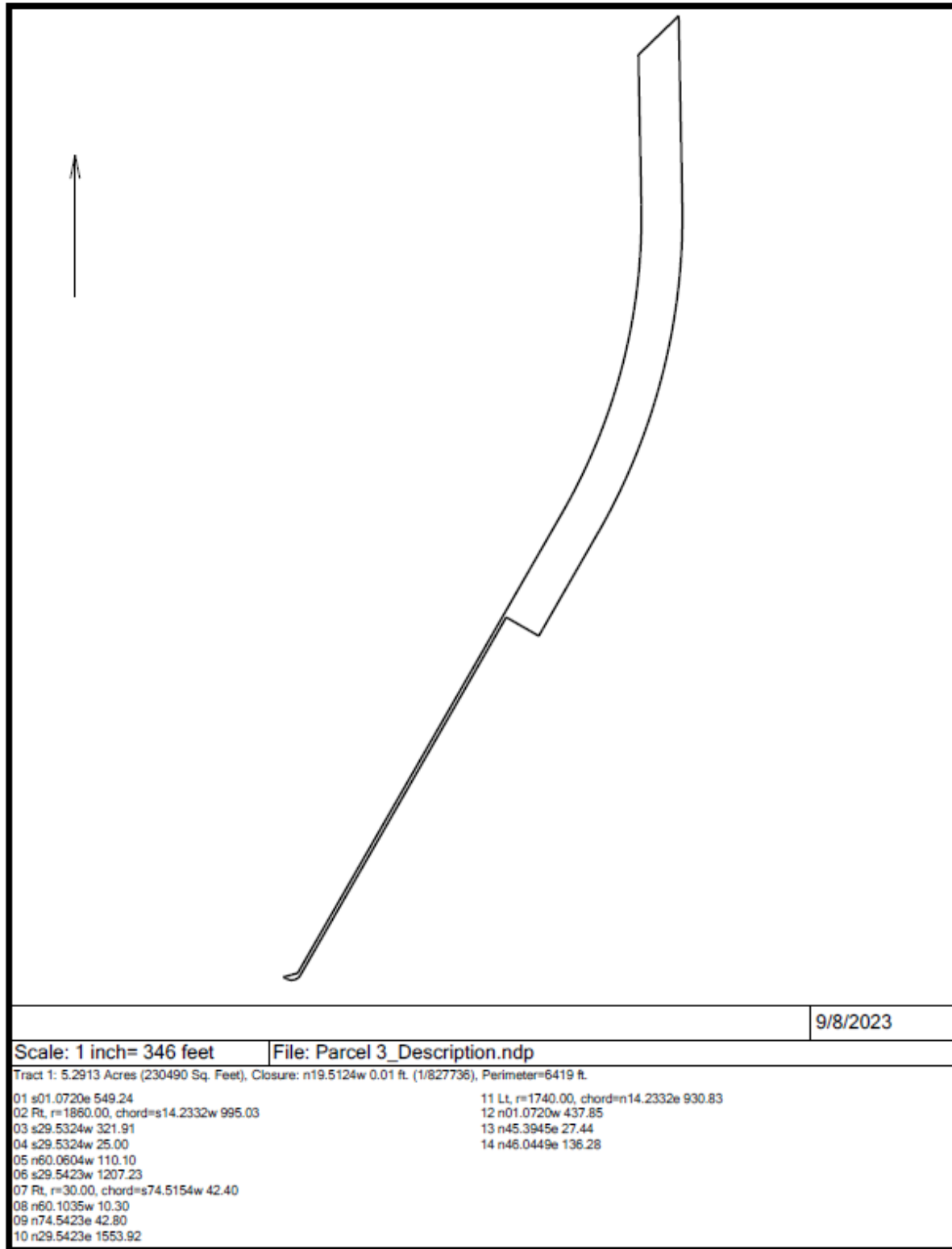


AGREEMENT To ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-9

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

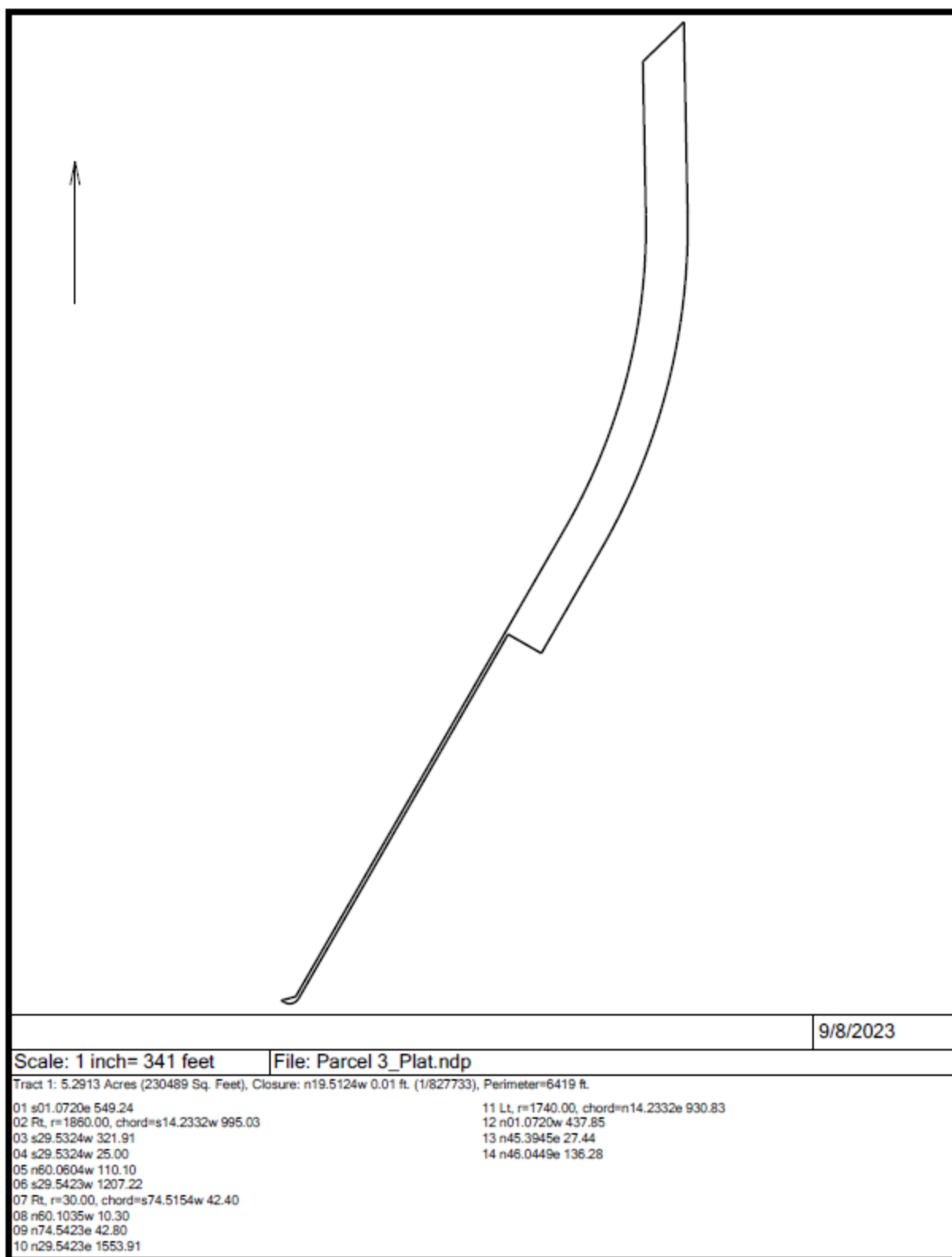


AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-10

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003



AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-11

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina
14774.00003

```

1  * BENTLEY HORIZONTAL ALIGNMENT REVIEW
2  *
3  * Alignment name: Parcel 3
4  * Alignment description:
5  * Alignment style:
6  *
7
8  Element: Linear
9      POT(          )          0+00.000          13923263.691          2328946.230
10     PC(           )          5+49.235          13922714.561          2328956.987
11     Tangential Direction:  S01°07'20.239"E
12     Tangential Length:    549.235
13
14  Element: Circular
15     PC(           )          5+49.235          13922714.561          2328956.987
16     PI(           )          10+65.561          13922198.334          2328967.099
17     CC(           )          13922678.135          2327097.344
18     PT(           )          15+56.525          13921750.762          2328709.665
19     Radius:              1860.000
20     Delta:                31°01'43.504" Right
21     Degree of Curvature(Arc): 03°04'49.506"
22     Length:               1007.290
23     Tangent:              516.326
24     Chord:                995.026
25     Middle Ordinate:      67.772
26     External:             70.335
27     Tangent Direction:     S01°07'19.752"E
28     Radial Direction:      S88°52'40.248"W
29     Chord Direction:       S14°23'32.000"W
30     Radial Direction:      N60°05'36.248"W
31     Tangent Direction:     S29°54'23.752"W
32
33  Element: Linear
34     PT(           )          15+56.525          13921750.762          2328709.665
35     PI(           )          19+03.434          13921449.998          2328536.788
36     Tangential Direction:   S29°53'23.973"W
37     Tangential Length:     346.909
38
39  Element: Linear
40     PI(           )          19+03.434          13921449.998          2328536.788
41     PI(           )          20+13.531          13921504.878          2328441.344
42     Tangential Direction:   N60°06'03.562"W
43     Tangential Length:     110.097
44
45  Element: Linear
46     PI(           )          20+13.531          13921504.878          2328441.344
47     PC(           )          32+20.761          13920458.402          2327839.436
48     Tangential Direction:   S29°54'23.264"W
49     Tangential Length:     1207.230
50
51  Element: Circular
52     PC(           )          32+20.761          13920458.402          2327839.436
53     PI(           )          32+50.718          13920432.435          2327824.500
54     CC(           )          13920473.360          2327813.431
55     PT(           )          32+67.842          13920447.333          2327798.511
56     Radius:              30.000
57     Delta:                89°55'02.041" Right
58     Degree of Curvature(Arc): 190°59'09.354"
59     Length:               47.081
60     Tangent:              29.957
61     Chord:                42.396
62     Middle Ordinate:      8.771
63     External:             12.396
64     Tangent Direction:     S29°54'23.264"W
65     Radial Direction:      N60°05'36.736"W
66     Chord Direction:       S74°51'54.284"W

```

67	Radial Direction:	N29°49'25.305"E		
68	Tangent Direction:	N60°10'34.695"W		
69				
70	Element: Linear			
71	PT()	32+67.842	13920447.333	2327798.511
72	PI()	32+78.146	13920452.458	2327789.572
73	Tangential Direction:	N60°10'34.695"W		
74	Tangential Length:	10.304		
75				
76	Element: Linear			
77	PI()	32+78.146	13920452.458	2327789.572
78	PI()	33+20.940	13920463.601	2327830.890
79	Tangential Direction:	N74°54'23.264"E		
80	Tangential Length:	42.795		
81				
82	Element: Linear			
83	PI()	33+20.940	13920463.601	2327830.890
84	PC()	48+74.849	13921810.592	2328605.646
85	Tangential Direction:	N29°54'23.264"E		
86	Tangential Length:	1553.908		
87				
88	Element: Circular			
89	PC()	48+74.849	13921810.592	2328605.646
90	PI()	53+57.863	13922229.289	2328846.471
91	CC()		13922678.131	2327097.344
92	PT()	58+17.152	13922712.211	2328837.010
93	Radius:	1740.000		
94	Delta:	31°01'43.503" Left		
95	Degree of Curvature(Arc):	03°17'34.299"		
96	Length:	942.304		
97	Tangent:	483.015		
98	Chord:	930.831		
99	Middle Ordinate:	63.400		
100	External:	65.797		
101	Tangent Direction:	N29°54'23.264"E		
102	Radial Direction:	S60°05'36.736"E		
103	Chord Direction:	N14°23'31.512"E		
104	Radial Direction:	N88°52'39.761"E		
105	Tangent Direction:	N01°07'20.239"W		
106				
107	Element: Linear			
108	PT()	58+17.152	13922712.211	2328837.010
109	PI()	62+55.004	13923149.978	2328828.434
110	Tangential Direction:	N01°07'20.239"W		
111	Tangential Length:	437.851		
112				
113	Element: Linear			
114	PI()	62+55.004	13923149.978	2328828.434
115	PI()	62+82.446	13923169.157	2328848.062
116	Tangential Direction:	N45°39'45.257"E		
117	Tangential Length:	27.443		
118				
119	Element: Linear			
120	PI()	62+82.446	13923169.157	2328848.062
121	POT()	0+00.000	13923263.691	2328946.230
122	Tangential Direction:	N46°04'49.440"E		
123	Tangential Length:	136.284		
124				
125				
126				

Exhibit B

Donation Deed

THE STATE OF TEXAS)
)
COUNTY OF HAYS) **SPECIAL WARRANTY DEED**

1

premises unto The City of Kyle, Texas, the said Donee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Donor, but not otherwise.

DONOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE OF THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, ANNEXATION, EXTRATERRITORIAL JURISDICTION AND OTHER ZONING AND JURISDICTIONAL ISSUES, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "**ENVIRONMENTAL LAWS**") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, THE TEXAS WATER CODE, AS AMENDED, THE TEXAS NATURAL RESOURCE CODE, AS AMENDED, AND THE TEXAS SOLID WASTE DISPOSAL ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY, RIGHTS-OF-WAY, OR ENCUMBRANCES, OR (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY. SALE OF THE PROPERTY IS MADE ON AN "**AS IS, WHERE IS**" AND "**WITH ALL FAULTS**" BASIS. DONEE ACKNOWLEDGES THAT DONEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO DONEE'S SATISFACTION AND THAT THIS CONVEYANCE WAS MADE BY DONOR WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE SPECIAL WARRANTY OF TITLE). BY ACCEPTANCE OF THIS DEED, DONEE ACKNOWLEDGES THAT DONEE HAS RELIED ONLY UPON DONEE'S OWN INSPECTIONS AS TO THE

CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER. IN ADDITION, BY ACCEPTANCE OF THIS DEED, DONEE AND ANYONE CLAIMING BY, THROUGH OR UNDER DONEE, HEREBY FULLY RELEASES DONOR, DONOR'S PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS AGAINST ANY OF THEM FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, THE RIGHT OF CONTRIBUTION) ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS WHATSOEVER AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAUSES (i) THROUGH (ix) SET FORTH ABOVE AND ANY ALLEGED NEGLIGENCE OF DONOR. THIS COVENANT RELEASING DONOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Donor has caused this instrument to be executed on this the _____ day of January, 2024.

DONOR:

**SHELDON-TANGLEWOOD, LTD.,
a Texas limited partnership**

By: Tanglewood Acquisition, L.C.,
a Texas limited liability company,
its General Partner

By: _____
Richard K. Sheldon, Member

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of January, 2024, personally appeared Richard K. Sheldon, Member of Tanglewood Acquisition, L.C., General Partner, on behalf of Sheldon-Tanglewood, Ltd., a Texas limited partnership, as Donor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

ACCEPTED BY THE CITY OF KYLE, TEXAS, a Texas municipal corporation (Donee):

By: _____

Name: Bryan Langley

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the __ day of January, 2024, personally appeared Bryan Langley, City Manager of the City of Kyle, on behalf of the City of Kyle, Texas, a Texas municipal corporation, Donee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]

Notary Public-State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Kyle
Attn: City Secretary
100 W. Center Street
Kyle, TX 78640

**EXHIBIT A
PROPERTY DESCRIPTION**

County: Hays
Parcel No.: 3
Highway: Marketplace Avenue
Limits: From: F.M. 1626
To: Kohler's Crossing

Page 1 of 9
September 8, 2023

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 5.291 ACRE (230,490 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN KING SURVEY SECTION NO. 20, ABSTRACT NO. 276, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN A DEED TO SHELTON-TANGLEWOOD, LTD., RECORDED JUNE 30, 2004 IN VOLUME 2495, PAGE 677, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.) AND A PORTION OF THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND, TRACT I, DESCRIBED IN A DEED TO SHELTON-TANGLEWOOD, LTD., RECORDED JUNE 30, 2004 IN VOLUME 2495, PAGE 658, O.P.R.H.C.TX.; SAID 5.291 ACRE (230,490 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 745.07 feet right of Marketplace Avenue Engineer's Centerline Station (E.C.S.) 140+41.53 for the northeast corner of the said remainder of a called 126.130 acre tract and the southeast corner of Lot 2, Block A, Plum Creek Phase 1, Section 7B, a subdivision of record in Document Number 21021024, O.P.R.H.C.TX, described in a deed to Plum Creek 2022, LP, In Document No. 21070107, O.P.R.H.C.TX.;

THENCE S 46°04'49" W, with the common line of said Lot 2 and said remainder of a called 126.130 acre tract, a distance of 933.64 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set (Surface Coordinates: N= 13,923,263.69, E= 2,328,946.23) 60.00 feet right of Marketplace Avenue E.C.S. 134+07.21 on the proposed east right-of-way line of Marketplace Avenue, for the northeast corner and POINT OF BEGINNING of the parcel described herein;

THENCE, departing the common line of said Lot 2 and said remainder of a called 126.130 acre tract, with the proposed east right-of-way line of Marketplace Avenue, over and across said remainder of a called 126.130 acre tract and said remainder of a called 70.657 acre tract, the following three (3) courses and distances numbered 1 – 3:

- 1) S 01°07'20" E, a distance of 549.24 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet right of Marketplace Avenue E.C.S. 128+57.97, for the beginning of a curve to the right,
- 2) With said curve to the right, through a central angle of 31°01'44", having a radius of 1,860.00 feet, an arc length of 1,007.29 feet and a chord which bears S 14°23'32" W, a distance of 995.03 feet to a mag nail in concrete set 60.00 feet right of Marketplace Avenue E.C.S. 118+83.17, and
- 3) S 29°53'24" W, a distance of 321.91 feet, a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet right of Marketplace Avenue E.C.S. 115+61.26, on the existing north right-of-way line of Old Bridge Trail, a variable width right-of-way, per plat recorded in Vol. 14, Pg. 84, P.R.H.C.TX.;

THENCE, departing the proposed east right-of-way line of Marketplace Avenue, with the existing north right-of-way line of Old Bridge Trail, the following two (2) courses and distances numbered 4 – 5:

- 4) S 29°53'24" W, a distance of 25.00 feet to a calculated point, and
- 5) N 60°06'04" W, a distance of 110.10 feet to a 5/8-inch iron rod found on the existing west right-of-way line of Marketplace Avenue, a 110 feet wide right-of-way, per plat recorded in Vol. 14, Pg. 84, P.R.H.C.TX., same being the east line of said remainder of a called 70.657 acre tract;

**EXHIBIT A
PROPERTY DESCRIPTION**

County: Hays
Parcel No.: 3
Highway: Marketplace Avenue
Limits: From: F.M. 1626
To: Kohler's Crossing

Page 1 of 9
September 8, 2023

THENCE, departing the existing north right-of-way line of Old Bridge Trail, with the existing west right-of-way line of Marketplace Avenue, same being the east line of said remainder of a called 70.657 acre tract, the following two courses and distances numbered 6 - 7:

- 6) S 29°54'23" W, a distance of 1,207.23 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "DUNNAWAY ASSOC. LP" found at the beginning of a curve to the right, and
- 7) With said curve to the right, through a central angle of 89°55'02", having a radius of 30.00 feet, an arc length of 47.08 feet, and a chord which bears S 74°51'54" W, a distance of 42.40 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "DUNNAWAY ASSOC. LP" found on the existing north right-of-way line of F.M. 1626, a variable width right-of-way, as described in Vol. 1904, Pg. 623 and in Vol. 2022, Pg. 363, O.P.R.H.C.TX.;
- 8) **THENCE**, N 60°10'35" W, departing the existing west right-of-way line of Marketplace Avenue, with the existing north right-of-way line of F.M. 1626, a distance of 10.30 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 90.26 feet left of Marketplace Avenue E.C.S. 102+99.01 on the proposed west right-of-way line of Marketplace Avenue, from which a Texas Department of Transportation (TXDOT) Type II concrete monument found on the existing north right-of-way line of F.M. 1626 bears N 60°10'35" W, a distance of 352.74 feet;

THENCE, departing the existing north right-of-way line of F.M. 1626, over and across said remainder of a called 70.657 acre tract and said remainder of a called 126.130 acre tract, the following four (4) courses and distances numbered 9 - 12:

- 9) N 74°54'23" E, a distance of 42.80 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 103+29.27,
- 10) N 29°54'23" E, a distance of 1,553.92 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 118+83.17, for the beginning of a curve to the left,
- 11) With said curve to the left, through a central angle of 31°01'44", having a radius of 1,740.00 feet, an arc length of 942.30 feet, and a chord which bears N 14°23'32" E, a distance of 930.83 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 128+57.97, and
- 12) N 01°07'20" W, a distance of 437.85 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" set 60.00 feet left of Marketplace Avenue E.C.S. 132+95.82, on the north line of said remainder of a called 126.130 acre tract and the south line of Lot 4, Block A, Plum Creek Phase 1, Section 7C, a subdivision of record in Document No. 20028511, O.P.R.H.C.TX, described in a deed to NP Austin Industrial 2, LLC, recorded in Document No. 21028252, O.P.R.H.C.TX;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A PROPERTY DESCRIPTION

EXHIBIT "A"

County: Hays
Parcel No.: 3
Highway: Marketplace Avenue
Limits: From: F.M. 1626
To: Kohler's Crossing

Page 3 of 9
September 8, 2023

THENCE, departing the proposed west right-of-way line of Marketplace Avenue, with the north line of said remainder of a called 126.130 acre tract and the south line of said Lot 4, the following two (2) courses and distances numbered 13 – 14:

13) N 45°39'45" E, a distance of 27.44 feet to a calculated point on the existing west right-of-way line of Marketplace Avenue, an 80 foot wide right-of-way, per plat recorded in Document No. 20028511, O.P.R.H.C.T.X., and

14) N 46°04'49" E, a distance of 136.28 feet to the **POINT OF BEGINNING**, and containing 5.291 acres (230,490 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00013. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

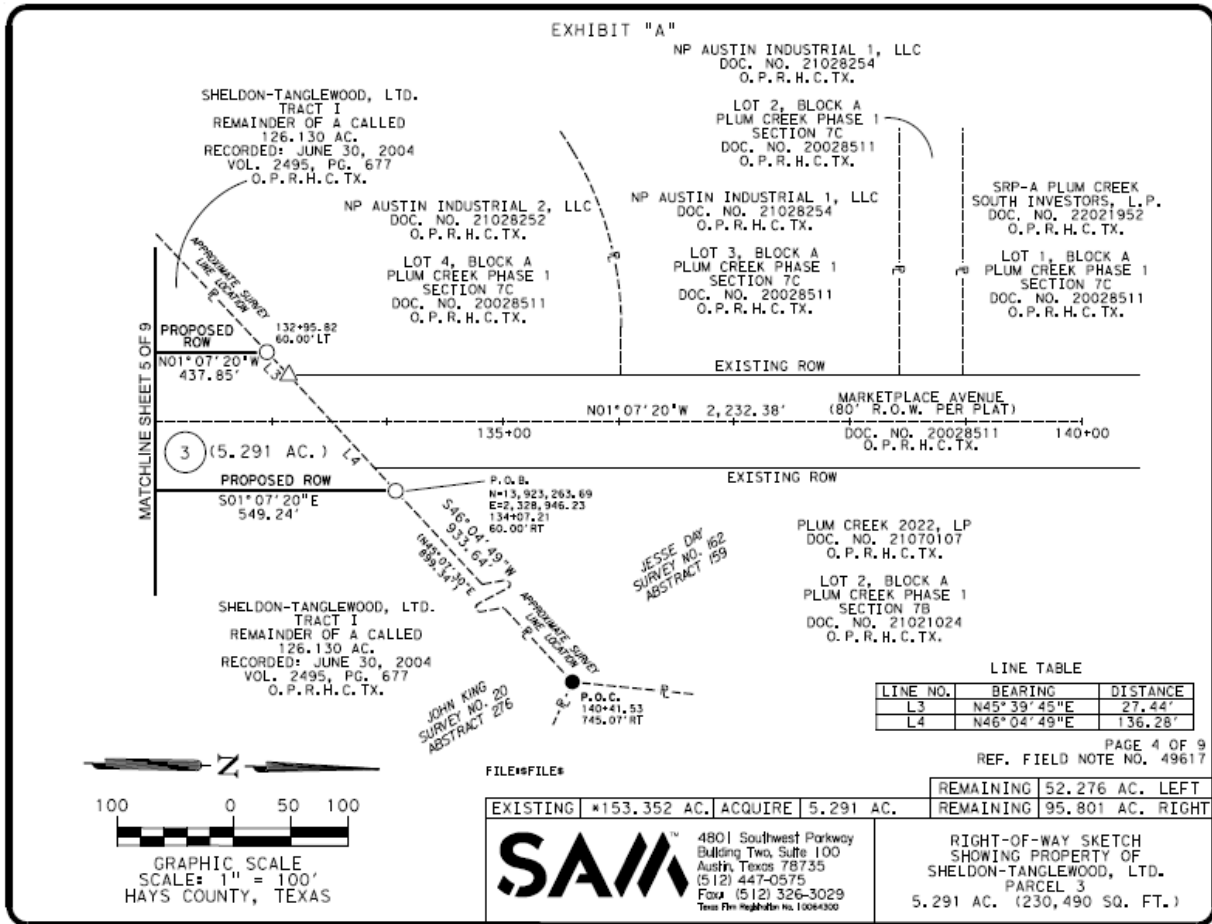
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

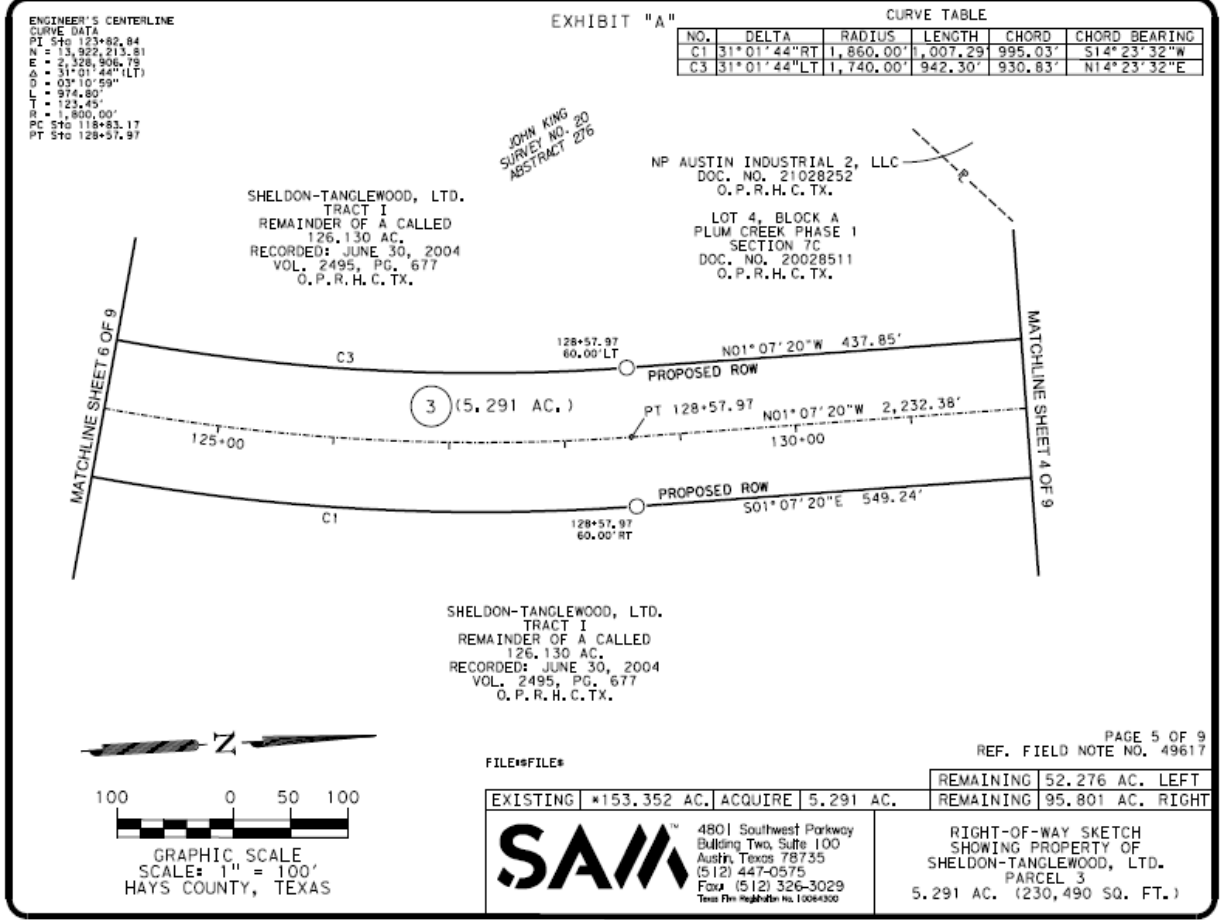


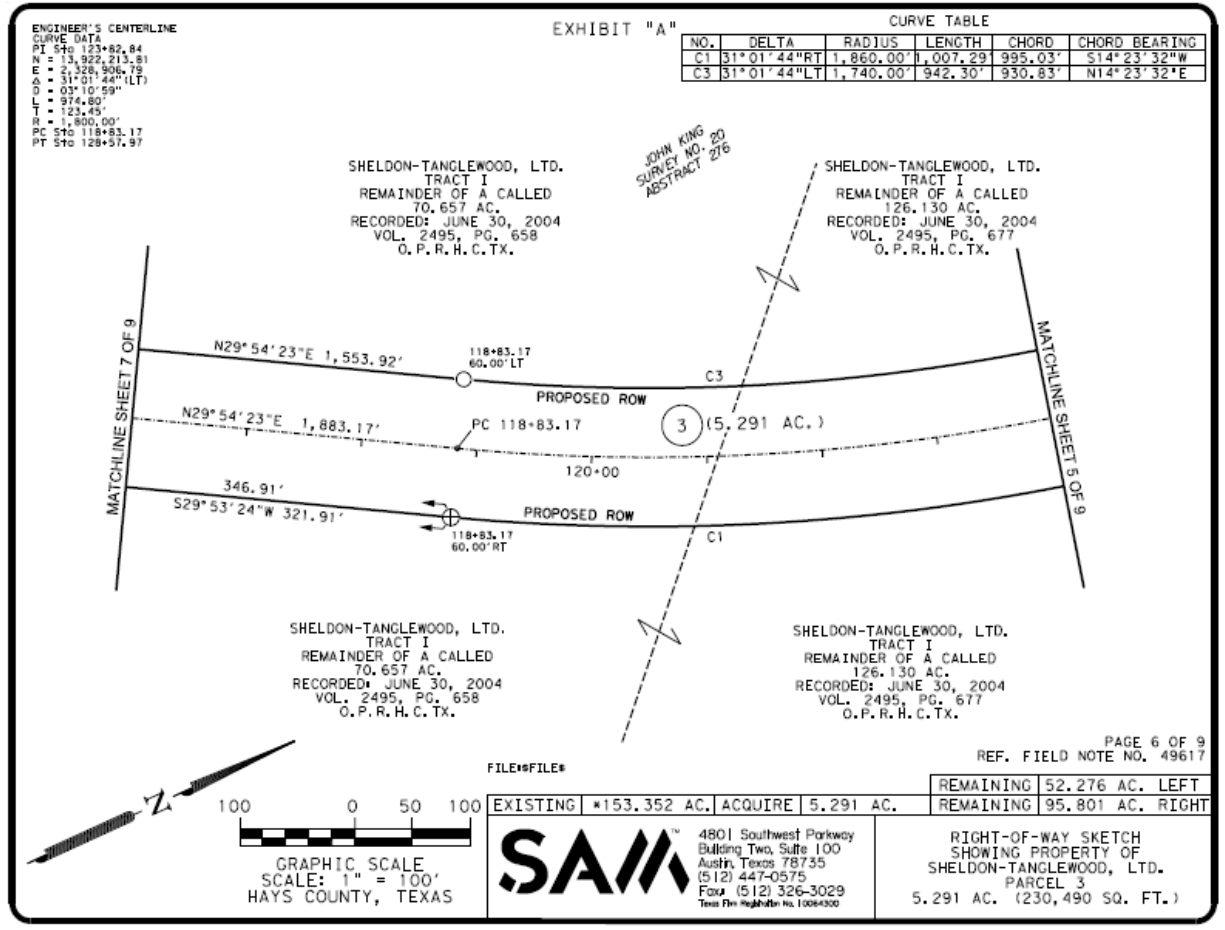
Scott C. Brashear 9/8/2023
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

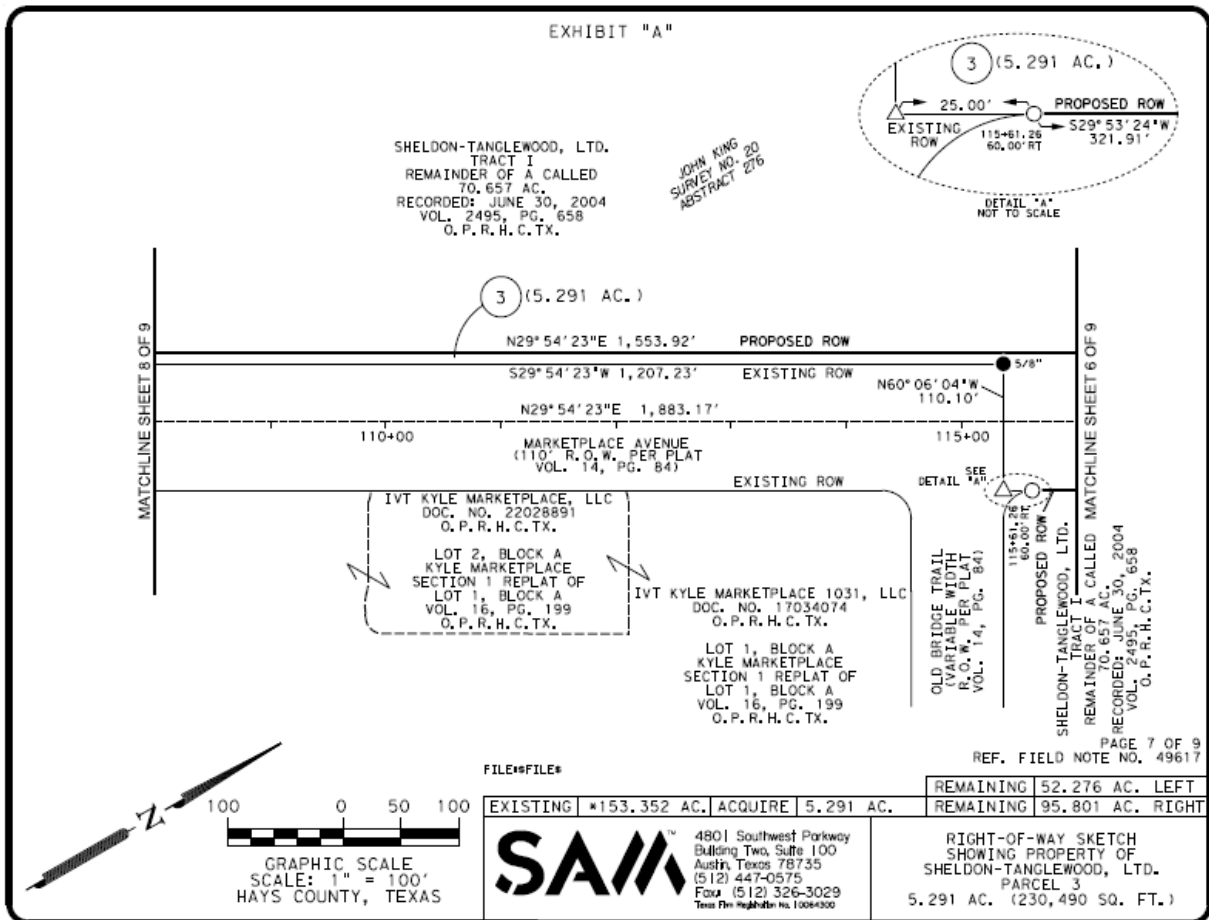
FN 49617

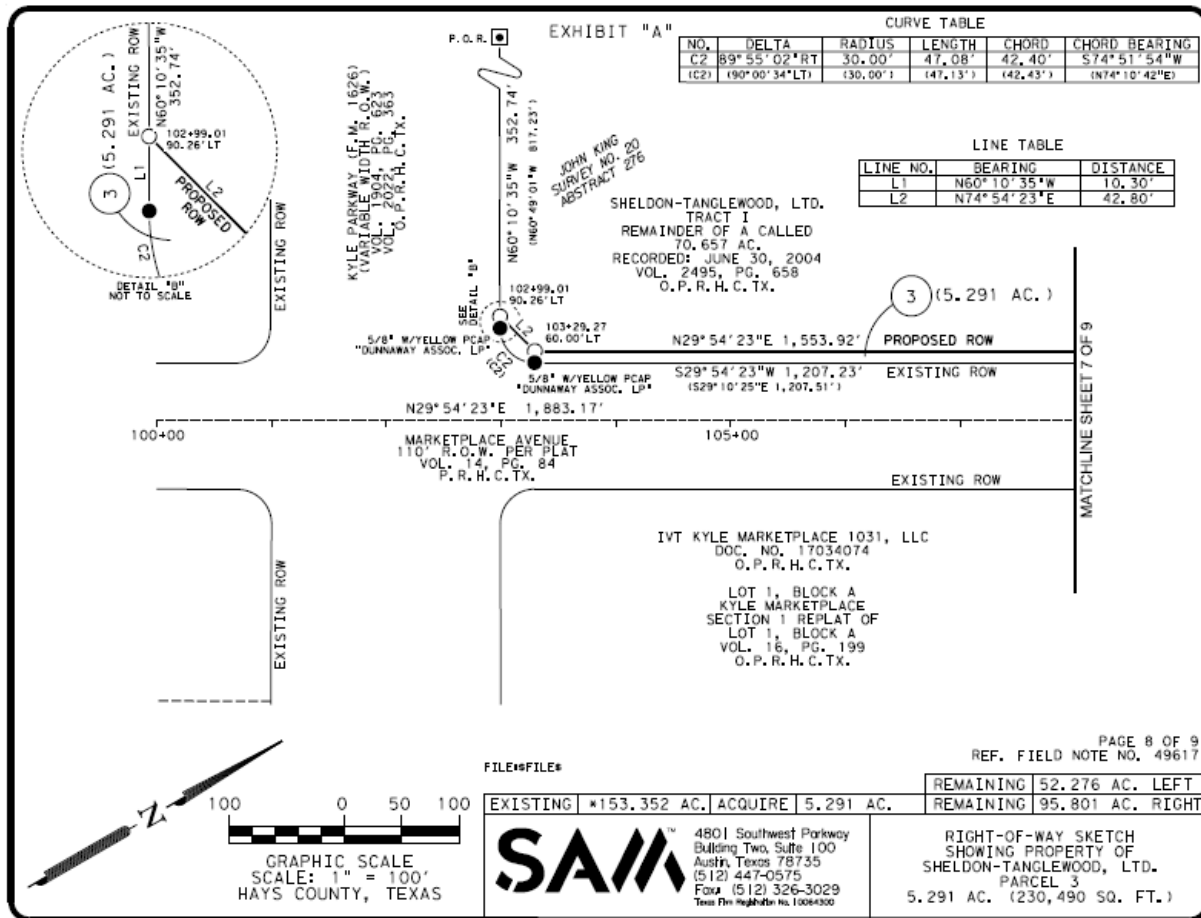
SAM Job No. 71789

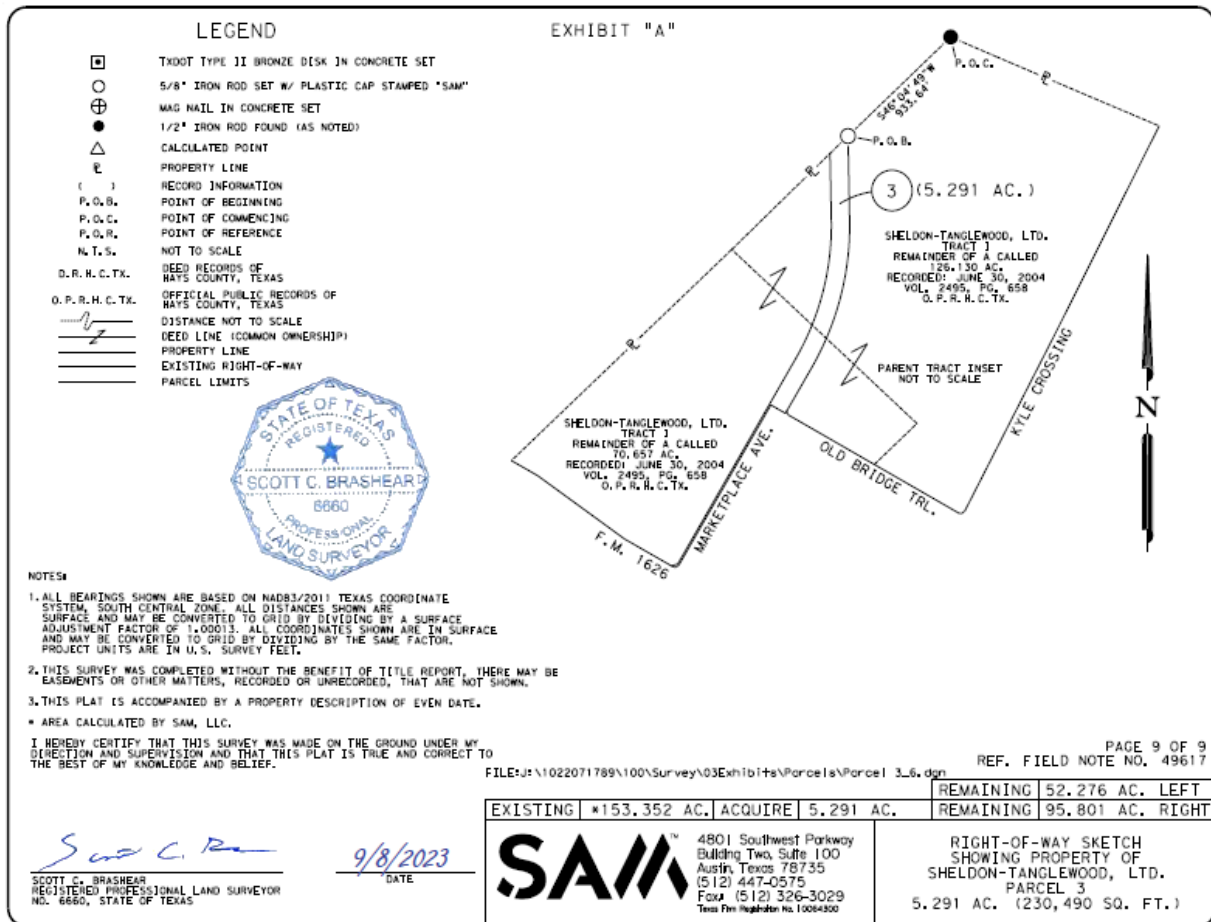


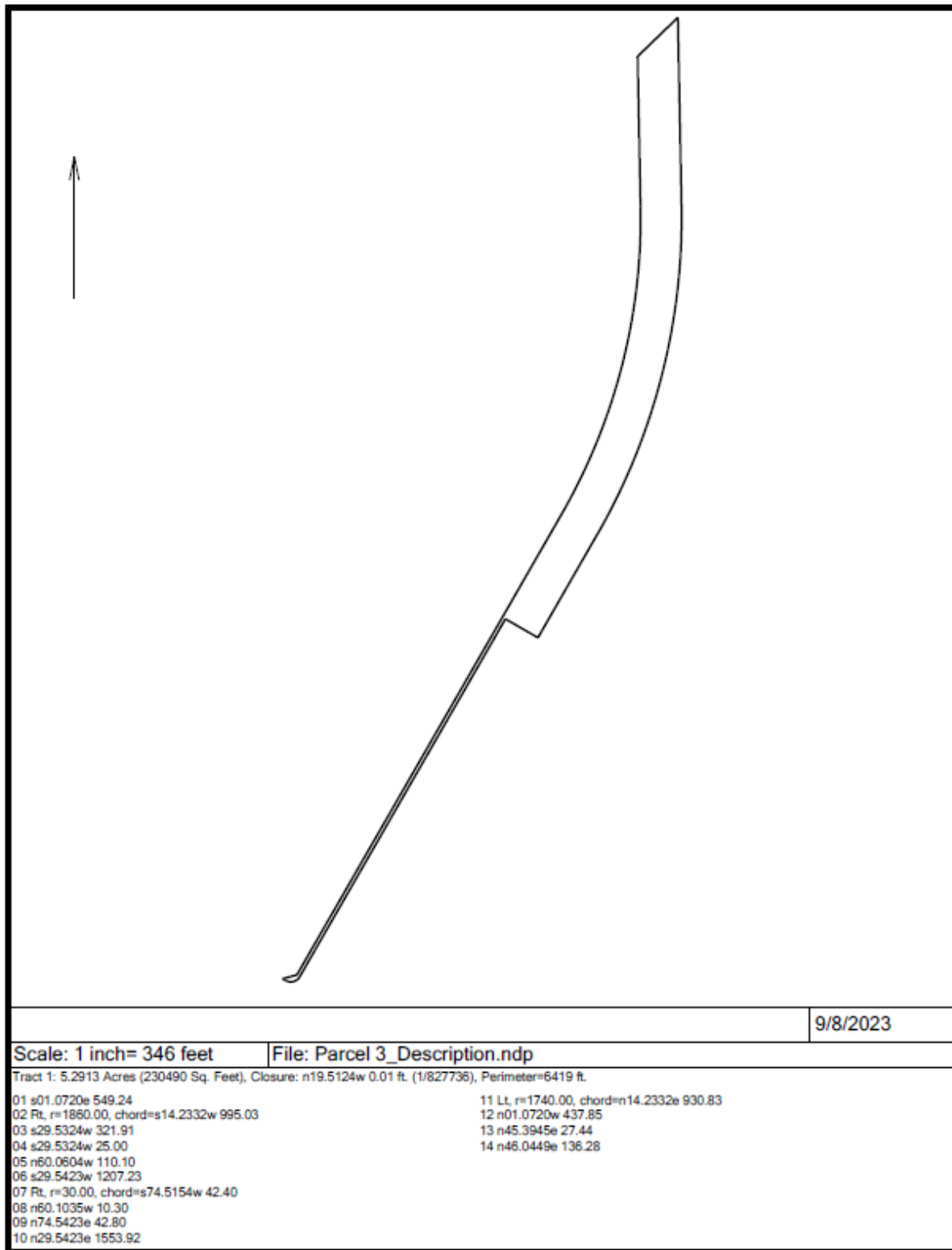


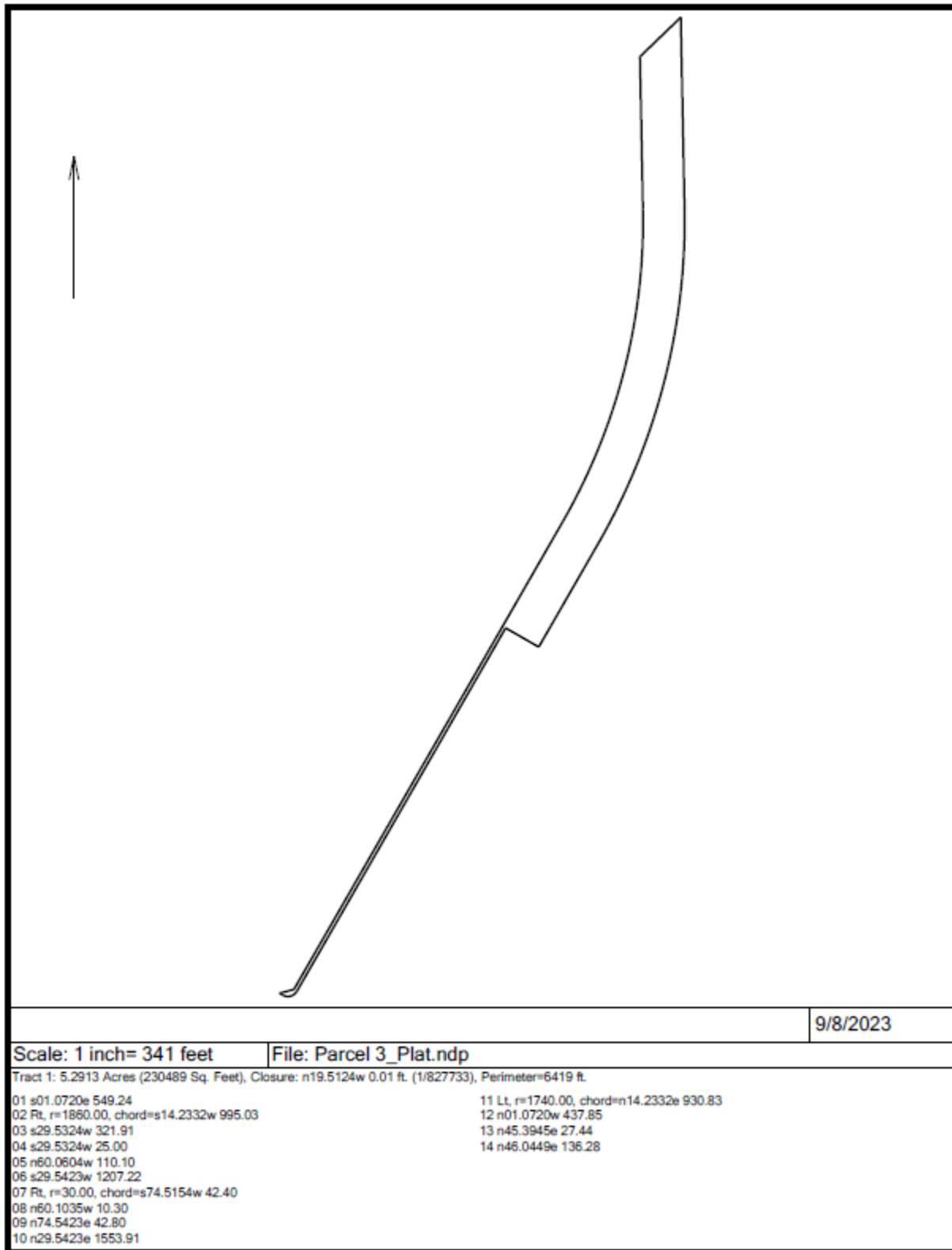












```

1  * BENTLEY HORIZONTAL ALIGNMENT REVIEW
2  *
3  * Alignment name: Parcel 3
4  * Alignment description:
5  * Alignment style:
6  *
7
8  Element: Linear
9      POT(          )          0+00.000      13923263.691      2328946.230
10     PC(          )          5+49.235      13922714.561      2328956.987
11     Tangential Direction: S01°07'20.239"E
12     Tangential Length:    549.235
13
14  Element: Circular
15     PC(          )          5+49.235      13922714.561      2328956.987
16     PI(          )          10+65.561      13922198.334      2328967.099
17     CC(          )          13922678.135      2327097.344
18     PT(          )          15+56.525      13921750.762      2328709.665
19     Radius:          1860.000
20     Delta:          31°01'43.504" Right
21     Degree of Curvature (Arc): 03°04'49.506"
22     Length:          1007.290
23     Tangent:          516.326
24     Chord:           995.026
25     Middle Ordinate: 67.772
26     External:        70.335
27     Tangent Direction: S01°07'19.752"E
28     Radial Direction: S88°52'40.248"W
29     Chord Direction:  S14°23'32.000"W
30     Radial Direction: N60°05'36.248"W
31     Tangent Direction: S29°54'23.752"W
32
33  Element: Linear
34     PT(          )          15+56.525      13921750.762      2328709.665
35     PI(          )          19+03.434      13921449.998      2328536.788
36     Tangential Direction: S29°53'23.973"W
37     Tangential Length:  346.909
38
39  Element: Linear
40     PI(          )          19+03.434      13921449.998      2328536.788
41     PI(          )          20+13.531      13921504.878      2328441.344
42     Tangential Direction: N60°06'03.562"W
43     Tangential Length:  110.097
44
45  Element: Linear
46     PI(          )          20+13.531      13921504.878      2328441.344
47     PC(          )          32+20.761      13920458.402      2327839.436
48     Tangential Direction: S29°54'23.264"W
49     Tangential Length:  1207.230
50
51  Element: Circular
52     PC(          )          32+20.761      13920458.402      2327839.436
53     PI(          )          32+50.718      13920432.435      2327824.500
54     CC(          )          13920473.360      2327813.431
55     PT(          )          32+67.842      13920447.333      2327798.511
56     Radius:          30.000
57     Delta:          89°55'02.041" Right
58     Degree of Curvature (Arc): 190°59'09.354"
59     Length:          47.081
60     Tangent:          29.957
61     Chord:           42.396
62     Middle Ordinate: 8.771
63     External:        12.396
64     Tangent Direction: S29°54'23.264"W
65     Radial Direction:  N60°05'36.736"W
66     Chord Direction:  S74°51'54.284"W

```

67	Radial Direction:	N29°49'25.305"E		
68	Tangent Direction:	N60°10'34.695"W		
69				
70	Element: Linear			
71	PT()	32+67.842	13920447.333	2327798.511
72	PI()	32+78.146	13920452.458	2327789.572
73	Tangential Direction:	N60°10'34.695"W		
74	Tangential Length:	10.304		
75				
76	Element: Linear			
77	PI()	32+78.146	13920452.458	2327789.572
78	PI()	33+20.940	13920463.601	2327830.890
79	Tangential Direction:	N74°54'23.264"E		
80	Tangential Length:	42.795		
81				
82	Element: Linear			
83	PI()	33+20.940	13920463.601	2327830.890
84	PC()	48+74.849	13921810.592	2328605.646
85	Tangential Direction:	N29°54'23.264"E		
86	Tangential Length:	1553.908		
87				
88	Element: Circular			
89	PC()	48+74.849	13921810.592	2328605.646
90	PI()	53+57.863	13922229.289	2328846.471
91	CC()		13922678.131	2327097.344
92	PT()	58+17.152	13922712.211	2328837.010
93	Radius:	1740.000		
94	Delta:	31°01'43.503" Left		
95	Degree of Curvature (Arc):	03°17'34.299"		
96	Length:	942.304		
97	Tangent:	483.015		
98	Chord:	930.831		
99	Middle Ordinate:	63.400		
100	External:	65.797		
101	Tangent Direction:	N29°54'23.264"E		
102	Radial Direction:	S60°05'36.736"E		
103	Chord Direction:	N14°23'31.512"E		
104	Radial Direction:	N88°52'39.761"E		
105	Tangent Direction:	N01°07'20.239"W		
106				
107	Element: Linear			
108	PT()	58+17.152	13922712.211	2328837.010
109	PI()	62+55.004	13923149.978	2328828.434
110	Tangential Direction:	N01°07'20.239"W		
111	Tangential Length:	437.851		
112				
113	Element: Linear			
114	PI()	62+55.004	13923149.978	2328828.434
115	PI()	62+82.446	13923169.157	2328848.062
116	Tangential Direction:	N45°39'45.257"E		
117	Tangential Length:	27.443		
118				
119	Element: Linear			
120	PI()	62+82.446	13923169.157	2328848.062
121	POT()	0+00.000	13923263.691	2328946.230
122	Tangential Direction:	N46°04'49.440"E		
123	Tangential Length:	136.284		
124				
125				
126				

EXHIBIT B SITE RESTRICTIONS

1. Marketplace Avenue. The Property shall be used only for a roadway to be known as Marketplace Avenue and associated water, sewer, storm drains, lighting, sidewalks, utility stubs and other improvements necessary and incidental to the Marketplace roadway extension project. Donee shall begin construction of Marketplace Avenue by no later than March 31, 2025, and Donee shall diligently pursue completion of construction of Marketplace Avenue and all utilities in the right-of-way in order to allow Marketplace Avenue to be open to the public on a timely basis. In the event Donee does not begin construction of Marketplace Avenue by March 31, 2025, or begins construction by such date but fails to diligently pursue completion of construction, Donor reserves the right and license to construct and complete the extension of Marketplace Avenue, subject to reimbursement from Donee for all costs incurred by Donor directly related to the construction and completion of the extension of Marketplace Avenue. The roadway shall be maintained by Donee in a good, aesthetic condition at all times.

2. Other Improvements. Donee shall not construct any improvements on the Property, other than Marketplace Avenue, without the prior written approval, in each instance, of Donor, with such approval not to be unreasonably withheld, conditioned or delayed. If Donor approves such other improvements, the design and specifications therefor shall be submitted to Donor for Donor's approval prior to the construction thereof, with such approval not to be unreasonably withheld, conditioned, or delayed.