

# CITY OF KYLE

## Notice of Regular City Council Meeting



Kyle City Hall, 100 W. Center Street, Kyle, TX 78640  
The public can watch remotely at: Spectrum 10;  
<https://www.cityofkyle.com/kyletv/kyle-10-live>. One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on December 6, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 3rd day of December, 2021, prior to 4:00 p.m.

---

### **I. Call Meeting to Order**

### **II. Approval of Minutes**

1. City Council Special Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*

### **III. Citizen Comment Period with City Council**

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

### **IV. City Manager's Report**

3. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - Introduction of new Assistant City Manager, Amber Lewis
  - December City Council meeting scheduled
  - Planning and Zoning Commission opening

- Get Hired Job Fair Recap
- Nitro Announcement
- Tree Lighting Recap
- Santa Rides Through Kyle Update
- 25 Days of Christmas
- Runoff Election
- Team Kyle News

## **V. Appointments**

4. Nomination for the ethics commission Kassie Anderson. ~ *Robert Rizo, Council Member*

## **VI. Presentation**

5. Wastewater Treatment Plant Progress Update Video. ~ *Harper Wilder, Director of Public Works*
6. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

## **VII. Consent Agenda**

7. Ratify the approval of renting a stand-by generator from UNITED RENTALS, Round Rock, Texas, in an amount not to exceed \$21,223.21 during the time repairs are being conducted. ~ *Harper Wilder, Director of Public Works*
8. Authorize the City Manager to execute a Master Service Agreement with Mead & Hunt, Inc., Austin, Texas for on-demand services as needed. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
9. Approve of Work Order No. 1 to MEAD & HUNT, INC., Austin, Texas, in the amount not to exceed, \$24,660.00 for providing an Industrial Waste Survey for the City's Pretreatment Program. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
10. Approval of a contract with SCHAUMBURG & POLK, INC., Tyler, Texas, in an amount not to exceed \$84,000.00 for the TPWD Spring Branch Segment of Plum Creek Trail. ~ *J. Scott Sellers, City Manager*
11. Approve a Resolution of the City Council of the City of Kyle Selecting a Grant Writer/Administrator to Assist the City in its Application and Administration of a Contract, if Awarded, from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder, Director of Public Works*
12. Approve a Resolution of the City Council of the City of Kyle Selecting an Engineer in Conjunction with the Submittal of an Application for funding through the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder,*

*Director of Public Works*

13. Authorize the Police Department to apply for a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*
14. Authorize the Police Department to apply for a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*
15. Approve the conveyance of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*
16. Approve the termination and release of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*

**VIII.Consider and Possible Action**

17. Authorize City Manager to execute Standard Utility Agreement Phase Order No. 3 with Pedernales Electric Cooperative, Inc., P.E.C., to relocate overhead power lines around the premises of Krug Activity Center to adjacent streets, alleys, underground, as necessary for beautification of Downtown Square, Mary Kyle Hartson Park. ~ *Leon Barba, P.E., City Engineer*
18. Direct staff to issue and RFP for management services to include the maintenance of landscape, structures and furniture for the MKH, La Verde and Heroes Memorial parks with the required scope to ensure these parks are maintained to the Council's Stated "Gold Standard." ~ *J. Scott Sellers, City Manager*
19. *(First Reading)* Approve an Ordinance of the City of Kyle, Texas, Authorizing and Approving Exchanges and Conveyances of Land with the Alexander Family Trust, By and Through Mary Jane Alexander as the Director of Mary Jane Alexander GP, the General Partner of BJ - MJ Alexander, LTD.; Making Findings of Fact; and Providing for Related Matters; and Repealing Ordinance No. 1154 in its entirety. ~ *Leon Barba, P.E., City Engineer*
20. A Resolution of the City of Kyle, Texas, accepting the petition for annexation of approximately 102.1599 acres, located at the north corner of SH-21 & E FM 150, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (FM Rd 812, LLC - ANNX-21-0013) ~ *James R. Earp, Assistant City Manager*

21. A Resolution of the City of Kyle, Texas, accepting the petition for annexation of 201.377 acres, located at 1899 Six Creeks Blvd., more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *James R. Earp, Assistant City Manager*

22. (*Second Reading*) An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *James R. Earp, Assistant City Manager*

*Planning and Zoning Commission voted 5-0 to recommend approval.*

*City Council voted 7-0 to approve on first reading, and to bring back amendments as directed.*

23. Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC. ~ *Paige Saenz, City Attorney*

24. Approval of Change Order No. 1 to KOMPAN, INC., Austin, TX, in an additional amount of \$12,462.00 increasing the total contract amount not to exceed \$287,070.35 due to an increase in price of rubberized surface material to be installed for the La Verde Park playground. ~ *David Harding, AGCM Project Manager*

25. Approval of contingency increase for the Heroes Memorial Park, in an additional amount of \$424,351.60 increasing the total contract award to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, AUSTIN, TX, in an amount not to exceed \$8,745,000.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*

26. Approval of contingency increase for the La Verde Park, in an additional amount of \$245,750.00 increasing the total contract award to STODDARD ENTERPRISE LLC, SPRING BRANCH, TX, in an amount not to exceed \$5,160,750.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*

27. Arts Commission Update. ~ *Yvonne Flores-Cale, Council Member*

28. Discussion and possible action on the public safety center. ~ *Robert Rizo, Council Member*

29. Discussion and possible action on the city's bar hours of operation during the

holidays. ~ *Robert Rizo, Council Member*

30. Discussion and Update Traffic patterns, Pedestrian Safety Concerns, Update on Speed Study FM 150 to include possible future studies East of Kyle. ~ *Michael Tobias, Council Member*

## **IX. Executive Session**

31. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - o Center Street Village
    - o Limestone Creek PID
    - o Bebee Rd PUD
    - o Opal Lane TIRZ
    - o Honeywell Agreement
    - o NBR Development
    - o Extended Alcohol Sales Hours
    - o Downtown PUD
    - o Contingency for Park Construction
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - o Project Phoenix
    - o Project Zest
    - o Project Just Peachy
    - o Project Fire Engine Red
    - o Project Deep Golden
    - o Project Fresco
    - o Project Black Coral
    - o Project Goldfish
    - o Project Fire Engine Red
    - o Project Deep Golden
    - o Project Wild Strawberry
32. Take action on items discussed in Executive Session.

## **X. Adjourn**

*At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held*

\*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to: (1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



# CITY OF KYLE, TEXAS

## 2021 1116 Special Minutes

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- 2021 1116 DRAFT Special

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on November 16, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison\*  
Council Member Yvonne Flores-Cale  
Council Member Robert Rizo\*  
Council Member Ashlee Bradshaw  
Council Member Michael Tobias  
Scott Sellers, City Manager  
Paige Saenz, City Attorney  
Samantha Armbruster, Communications Dir.  
Grant Bowling, Video Production Specialist  
Jennifer Holm, City Secretary  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Mariana Espinoza, Parks & Recreation Director  
Will Atkinson, City Planner

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 5:35 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Council Member Flores-Cale, Council Member Bradshaw, and Council Member Tobias. A quorum was present. Mayor Pro Tem Koch, Council Member Ellison, and Council Member Rizo were absent. Council Member Rizo was attending via the City's website due to technical difficulties accessing the meeting virtually, and then he joined into executive session virtually. Council Member Ellison also experienced technical difficulties and joined executive session at approximately 5:37 p.m. virtually. Mayor Pro Tem Koch arrived in person at approximately 5:40 p.m. and entered into executive session.

### **II. Citizen Comment Period with City Council**

Mayor Mitchell opened citizen comments at 5:35 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:35 p.m.

### **III. Executive Session**

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.

\*One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall. Council Members attending virtually are designated by \*.



- Procurement Process
  - Prairie Lakes Development Agreement
  - Proposed City TIRZs
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Red Violet
    - Project Phoenix
    - Project Goldenrod

Council Member Bradshaw read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Procurement Process; Prairie Lakes Development Agreement; Proposed City TIRZs; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Red Violet; Project Phoenix; Project Goldenrod.”

The City Council convened into executive session at 5:37 p.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:02 p.m. Mayor Mitchell announced that no action took place in Executive Session but action would be taken now.

Mayor Mitchell moved to authorize the City Manager to develop an MOU for Project Phoenix. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

#### **IV. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 7:02 p.m.

---

Travis Mitchell, Mayor

Attest:

---

Jennifer Holm, City Secretary



# CITY OF KYLE, TEXAS

2021 1116 Minutes

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** City Council Meeting Minutes - November 16, 2021. ~ *Jennifer Holm, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- 2021 1116 DRAFT Regular Council Meeting Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on November 16, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Christopher Calkins
Mayor Pro Tem Rick Koch	Allen Fore
Council Member Dex Ellison	Gregory Miller
Council Member Yvonne Flores-Cale	Casey Sclar
Council Member Robert Rizo	Kevin Pierce
Council Member Ashlee Bradshaw	Ryan Rosborough
Council Member Michael Tobias	Amber Lewis
Scott Sellers, City Manager	Allison Kennaugh
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Samantha Armbruster, Communications Dir.	
Grant Bowling, Video Production Specialist	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Kathy Roecker, SWMP Administrator	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Mariana Espinoza, Parks & Recreation Director	
Will Atkinson, City Planner	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Catlyn Bone, Police Sergeant	
Dan Pruett, Police Officer	
James Plant, Police Officer	
Dago Pates, Police Officer	
Harper Wilder, Director of Public Works	

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 7:03p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

### **II. Approval of Minutes**

1. City Council Special Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*

3. City Council Special Meeting Minutes - November 9, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Tobias moved to approve the minutes of the November 1, 2021 Council Meeting, November 1, 2021 Special Council Meeting, and the minutes of the November 9, 2021 Special Council Meeting. Council Member Ellison seconded the motion.

There was discussion on the motion. Council Member Flores-Cale asked whether there were any abstentions in the last meeting. Ms. Holm stated that she would verify before the minutes are signed.

Motion carried 6-1 with Council Member Flores-Cale dissenting.

### **III. Citizen Comment Period with City Council**

Mayor Mitchell opened citizen comments at 7:05 p.m.

Christopher Calkins, representing AMVETS, was called to speak as registered. He stated that he appreciates the City of Kyle for what they did for the veterans. He stated that AMVETS offer services to veterans at 401 Veterans Drive. He said they serve breakfast to Veterans from 8:00 - 11:00 on Saturday's. He provided a small list of things they have done over the last year. He said they had conducted three Veterans funerals including honor guards and honors, provided three honor guard honors for Veterans at graveside. He spoke about overseas packages that had been sent to Iraq, Jordan, Qatar, Afghanistan, Syria, and South Africa. Provided facilities for COVID testing, provided honor guards for October parade, participated in groundbreaking ceremony for future Heroes Memorial Park and provided food for attendees, supported effort to change Rebel Drive to Veterans Drive, delivered food to citizens during February winter storm, partnered with Gary Sinise and Tito's vodka, along with other organizations and volunteers to serve over 130,000 people, meals to first responders, hospital emergency rooms and citizens in need. Provided a barbeque appreciation meal to workers and citizens after the winter storm, provided facilities to conduct community blood drive, taught children how to fish with help of a forest ranger on education of fishing rules, conducted education session of the proper retiring of the American flag, cookouts for fourth of July, provided facilities for community garage sales, provided honor guard for Buda Veterans parade and float, Thanksgiving for Veterans and citizens, Christmas same thing. He mentioned serving breakfast for Veterans Saturday from 8:00 - 10:00. Mr. Calkins ended by thanking everyone.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:09 p.m.

### **IV. City Manager's Report**

4. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

Veterans Parade recap, Mary Kyle Hartson Ribbon Cutting and Santa's Arrival; election info Get Hired! Event

Mayor Mitchell brought forward the City Manager's Report.

Ms. Espinoza gave a recap of the Veterans Parade events. A video from the event was shared. Council Member Tobias spoke about the planning of this event. He thanked many people for their input on this event. Mr. Sellers said in speaking about the event, "The parade was amazing, the fireworks were incredible, definitely a night to be remembered." Council Member Tobias spoke about honoring Veterans. He said the Veterans celebration was decades overdue. Council Member Tobias acknowledged the time and effort Council Member Rizo put into Heroes Memorial. He said as a city, it was nice to finally give the Veterans the honor, respect, and recognition they deserved. He gave a special thanks to city staff, citizens, Council Members, and individuals. Some of the names mentioned were: Samantha Armbruster, Rachel Sonnier, Grant Bowling, Sarah Watson, Benito Pereda and ground crew, Kyle Police Department, Council Member Flores-Cale, Peter Parcher, Eva McAdams, Martha Lyons, parade participants, Chapa family, and Council Member Ellison. He closed thanking the Veterans for their service. Council Member Flores-Cale thanked the veterans and gave kudos to the Fireworks company. She also thanked the council members who were present. She also thanked Peter Parcher. Ms. Espinoza spoke about the Mary Kyle Hartson Ribbon Cutting and Santa's Arrival. Ms. Holm presented the Runoff election info. Ms. Torres presented the Get Hired! event. Mr. Sellers December City Council meeting schedule, and Thanksgiving holidays and schedule. He introduced Amber Lewis, the City's newest Assistant City Manager. Ms. Duran presented Team Kyle News. Ms. Armbruster announced that the City of Kyle has recently received two awards for videos. First Place - COVID PSA (More Pie for You), and 3<sup>rd</sup> Place - Military (Heroes Memorial Park groundbreaking). Ms. Armbruster gave kudos to Grant Bowling for his work on the award-winning videos. Council Member Flores-Cale ended by thanking IT Director, Matt Dawson regarding his work for the city.

#### **V. Presentation**

5. Presentation regarding Kinder Morgan. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 5. Mayor Mitchell introduced Allen Fore who presented the item. No action was taken.

6. Presentation of graduates from the Kyle Citizens Police Academy Class #13. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 6 for discussion. Chief Barnett provided an overview of the item and introduced Officer Plant who recognized each of the graduates of the 13th Kyle Citizens Police Academy. He thanked Council for their support of this program. He spoke about the new event, a SWAT demonstration at the ALERRT Center by Hays County. Officer Plant read aloud the names of the graduates: Gloria Aguilar, Amy Crutch, Jeneva Garza, Alonso Iruegas, Albert Karch, Alma Medina, Aida Esquivel, Thelma Trahan, Patricia Meyers, Jessica Michallick, Mary Grace Montgomery, Juan Pineda, Mary Rehmann, Ryan Daniel, Tracy Scheel, Paula Rizo, and Council Member Robert Rizo. No action was taken.

Mayor Mitchell called a recess at 7:47 p.m.

Mayor Mitchell called the meeting back to order at 8:02 p.m.

7. CIP/Road Projects Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward the CIP/Road Projects. Mr. Barba presented the item. No action was taken.

**VI. Consider and Possible Action**

8. (*First Reading*) Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2021-2022 by appropriating \$537,032.00 to provide funding for Change Order Numbers 4 and 6 approved by City Council on 11-1-2021 to Cadence Construction Company, LLC, in the amount of \$438,030.00 for the Heroes Memorial Park project and \$99,002.00 to construct an 8-inch reclaimed waterline underneath Kohlers Crossing. ~ *Perwez A. Moheet, CPA, Director of Finance*

Mayor Mitchell brought forward Item No. 8 for discussion. Mr. Moheet presented the item. Mr. Sellers provided information about the project.

Council Member Rizo moved to approve an Ordinance amending the City's Approved Budget for Fiscal Year 2021-2022 by appropriating \$537,032.00 to provide funding for Change Order Numbers 4 and 6 approved by City Council on 11-1-2021 to Cadence Construction Company, LLC, in the amount of \$438,030.00 for the Heroes Memorial Park project and \$99,002.00 to construct an 8-inch reclaimed waterline underneath Kohlers Crossing. Council Member Ellison seconded the motion.

There was discussion on the motion. Council Member Ellison stated that he agreed with the reclaimed water line through the city - as far as the rest, the dollar amount is something that one might balk at, but the TIRZ will be refunding this. He stated that the TIRZ is doing well. He stated that the message is that Council is improving the quality of life, and with TIRZ reimbursing the City, it makes it all possible.

All votes aye; motion carried 7-0.

Mayor Mitchell asked if there were any objections to the Ordinance being finally passed. There were no objections.

9. Approve a Resolution of the City of Kyle, Texas Approving and Authorizing a Financing Agreement for the Kyle Plum Creek North Public Improvement District. ~ *Casey Sclar, P3Works, LLC, City's PID Administrator*

Mayor Mitchell brought forward Item No. 9 for discussion. Mr. Gregory Miller with Bickerstaff Heath Delgado Acosta LLP, City's bond counsel, presented the item.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas Approving and Authorizing a Financing Agreement for the Kyle Plum Creek North Public Improvement District. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

10. (*First Reading*) Consider and Possible Action on an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Plum Creek North Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property

in the District; Approving Assessment Rolls for the District; Levying Assessments Against Property Within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service And Assessment Plan; Approving Landowner Agreements; Providing for Related Matters In Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. ~ *Casey Sclar, P3Works, LLC, City's PID Administrator*

- Public Hearing

Mayor Mitchell brought forward Item No. 10 for discussion. Mr. Sclar presented the item. He introduced Mr. Kevin Pierce with Metcalfe Wolff Stuart & Williams, LLP, who requested first and final approval on this item.

Mayor Mitchell opened the public hearing at 8:20 p.m. With no one else wishing to speak, Mayor Mitchell closed the public hearing at 8:21 p.m.

Mr. Pierce addressed Council questions.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Plum Creek North Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in the District; Approving Assessment Rolls for the District; Levying Assessments Against Property Within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service And Assessment Plan; Approving Landowner Agreements; Providing for Related Matters In Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell asked if there were any objections to the Ordinance being finally passed. There were no objections.

11. Kyle Area Senior Zone Update and Discussion Regarding Selection of Construction Manager/Owner's Representative. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 11 for discussion. Mr. Sellers presented the item. He introduced Ryan Rosborough who provided information about the role of Owner's Representation.

Mayor Mitchell moved to direct the City Manager to bring back a contract engaging AGCM for Owner's Representation of services related to the Kyle Area Senior Zone. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

12. A Resolution of the City of Kyle, Texas, Authorizing the City Manager to Coordinate with the Texas Department of Transportation for Installation of a Sign at Interstate Highway 35 and South FM 1626 Prohibiting Soliciting, Begging Activity Directed at Drivers using the City Streets; Providing Open Meetings Clause; and Providing for Related Matters. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 12 for discussion. Chief Barnett presented the item.

Council Member Tobias moved to approve a Resolution of the City of Kyle, Texas, Authorizing the City Manager to Coordinate with the Texas Department of Transportation for Installation of a Sign at Interstate Highway 35 and South FM 1626 Prohibiting Soliciting, Begging Activity Directed at Drivers using the City Streets; Providing Open Meetings Clause; and Providing for Related Matters. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Bradshaw asked whether Chief Barnett intends to have the signs placed on the other side of I-35 as well. Chief Barnett stated that the intention is to work with TxDOT to put signs up on both sides. Mayor Mitchell asked if there was any consideration for the remainder of the streets on I-35 in the medians and intersections like Center Street and I-35 as well. Chief Barnett responded they felt they could manage the other areas. He said the above steps could inadvertently force people to a new location and there would be no harm to include that area. Mayor Mitchell asked whether anyone has any objections to amending the motion to include.

Mayor Mitchell moved to amend to include Center Street and I-35 as well. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell then called for the vote on the original motion. All votes aye; motion carried 7-0.

13. Consider a Request by Nitro Swimming to Grant a Special Exception for Parking on property located within Plum Creek PUD. ~ *Will Atkinson, City Planner*

Mayor Mitchell brought forward Item No. 13 for discussion. Mr. Atkinson presented the item. Mr. Sellers provided information about the company and their other locations and parking requirements. Allison Kennaugh, a civil engineer representing Nitro Swim, the applicant, spoke about the ratio calculations.

Council Member Rizo moved to approve a Request by Nitro Swimming to Grant a Special Exception for Parking on property located within Plum Creek PUD, increasing handicapped spaces from 8 to 12 with 4 being on the east side of the building, opposite of where they are currently planned. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Ellison said he thinks adding the four parking spots is great, but he was unsure if dictating the place of spots was of importance. Council Member Tobias stated he was just looking at the facility entrance itself including ramps and doors. Mr. Sellers stated ADA would dictate where the parking spaces would go. Ms. Kennaugh stated that if there is a way to write the item in a way where it would be of most benefit to the people using the spaces, they could think through. She thinks the back entrance is more mechanical utility and towards the front would make more sense.

Mayor Mitchell stated that he would like to move to amend the previous motion and remove requirement that the additional parking be placed in any particular area. Council Member Rizo seconded the amendment. All votes aye; motion carried 7-0.

Mayor Mitchell then called for the vote on the original motion. All votes aye; motion carried 7-0.



14. *(First Reading)* An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *William Atkinson, City Planner*

*Planning and Zoning Commission voted 5-0 to recommend approval.*

- Public Hearing

Mayor Mitchell brought forward Item No. 14 for discussion. Mr. Atkinson presented the item.

Mayor Mitchell opened the public hearing at 9:28 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:28 p.m.

The presentation and discussion continued.

Council Member Rizo moved to approve agenda Item No. 14, the first part of it, the Ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots, with the amendment requiring the subdivision or HOA to maintain mowing and to direct staff to bring back the Townhome Ordinance. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell objected to the Ordinance being finally passed on first reading.

15. Consideration and possible action to adopt the concrete washout standard detail attached to this item. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

Mayor Mitchell brought forward Item No. 15 for discussion. Ms. Roecker presented the item and stated that generally Council does not approve standard details. No action was taken.

17. Discussion and possible direction on redesigning layout of Council Chambers to accommodate an ADA accessible lectern. ~ *Samantha Armbruster, Director of Communications*

Mayor Mitchell brought forward Item No. 17 for discussion out of order, after Item No. 15. Ms. Armbruster presented the item. No action was taken.

## **VII. Executive Session**

19. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - Procurement Process
  - Prairie Lakes Development Agreement
  - Proposed City TIRZs
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - Project Red Violet
  - Project Phoenix
  - Project Goldenrod

16. Authorize public hearings on the proposed creation of City TIRZ's and authorize City staff to prepare and file with the City Secretary's Office TIRZ Preliminary Project Plans. ~ *J. Scott Sellers, City Manager*

After Item No. 17, Mayor Mitchell brought forward Executive Session.

Council Member Bradshaw read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Agenda Item No. 16; Prairie Lakes Development Agreement; and Proposed City TIRZs."

The City Council convened into executive session at 9:45 p.m.

20. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 10:23 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

18. Discussion of city trips. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell brought forward Item No. 18 for discussion after Executive Session and gave the floor to Council Member Flores-Cale.

Mayor Mitchell moved to direct the City Manager to provide a brief summary on any trips taken by Council that include either an overnight stay or a flight that is not to a conference in the City Managers report at the meeting after the traveling takes place. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

**VIII. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 10:57 p.m.

---

Travis Mitchell, Mayor

Attest:

---

Jennifer Holm, City Secretary

DRAFT



# CITY OF KYLE, TEXAS

## City Manager's Report

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Introduction of new Assistant City Manager, Amber Lewis
- December City Council meeting scheduled
- Planning and Zoning Commission opening
- Get Hired Job Fair Recap
- Nitro Announcement
- Tree Lighting Recap
- Santa Rides Through Kyle Update
- 25 Days of Christmas
- Runoff Election
- Team Kyle News

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Ethics Commission Appt

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Nomination for the ethics commission Kassie Anderson. ~ *Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## WWTP Progress update

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Wastewater Treatment Plant Progress Update Video. ~ *Harper Wilder, Director of Public Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## CIP/Road Projects Update

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## UNITED RENTALS stand-by generator

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Ratify the approval of renting a stand-by generator from UNITED RENTALS, Round Rock, Texas, in an amount not to exceed \$21,223.21 during the time repairs are being conducted. ~ *Harper Wilder, Director of Public Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- 2021.12.06 COUNCIL ITEM UNITED RENTAL





Job Site

JOBSITE  
941 NEW BRIDGE DR  
KYLE TX 78640

RECEIVED

NOV 22 2021

Kyle Public Works

Customer # : 1084811  
Invoice Date : 11/19/21  
Date Out : 10/04/21 10:00 AM  
Billed Through : 11/29/21 00:00  
UR Job Loc : 941 NEW BRIDGE DR, K  
UR Job # : 21  
Customer Job ID:  
P.O. # : 000003350  
Ordered By : RANDY WENDEL  
Reserved By : JOSH HANKS  
Salesperson : JOSH HANKS

Office: 512-262-3024 Cell: 830-445-9417

CITY OF KYLE PUBLIC WORKS  
PO BOX 40  
KYLE TX 78640-0040

Invoice Amount: \$15,924.21

Terms: Due Upon Receipt  
Payment options: Contact our credit office 212-333-6600 Ext. 84817  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	RR2403490	GENERATOR 1000-1199 KVA	4,851.00	2,425.50	4,851.00	14,553.00	14,553.00
	EQUIP# 131	CATALYST#					
14	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		12.00	24.00	72.00	1,008.00
14	241/5980	CABLE TAIL 4/0 FCAM BARE END		2.00	4.00	12.00	168.00
14	241/5970	CABLE TAIL 4/0 MCAM BARE END		2.00	4.00	12.00	168.00
Rental Subtotal:							15,897.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURT/MCI] 27.214	EACH	27.21
Sales/Misc Subtotal:				27.21
Agreement Subtotal:				15,924.21
Total:				15,924.21

COMMENTS/NOTES:

CONTACT: RANDY WENDEL  
CELL#: 830-445-9417  
PRIMARY - ROBERT D. WILL BE YOUR CONTACT  
IF DELIVERED ON MONDAY 512-214-4564  
SECONDARY - RANDY W. 737-414-3147

(1) additional week will be required  
(1) one additional week  
Total - \$5,299/wk

Billing period: 28 Days From 11/01/21 10:00 AM Thru 11/29/21 10:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?  
CONTACT UNITED ACADEMY TODAY  
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

CHOICE PARTNERS 18 072KC 06 UNITED RENTALS CONTRACT

\$15,924.21  
\$ 5,299.00

\$21,223.21

City of Kyle, Texas  
Approved For Payment

Signature \_\_\_\_\_ Date \_\_\_\_\_

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



# CITY OF KYLE, TEXAS

## Mead & Hunt - Master Service Agreement

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Authorize the City Manager to execute a Master Service Agreement with Mead & Hunt, Inc., Austin, Texas for on-demand services as needed. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

**Other Information:**

**Legal Notes:** N/A

**Budget Information:** N/A

---

**ATTACHMENTS:**

**Description**

- ☐ Master Services Agreement

**MASTER SERVICE AGREEMENT  
BETWEEN  
MEAD & HUNT, INC.  
AND  
CITY OF KYLE, TEXAS**

This Master Service Agreement (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MEAD & HUNT, INC. whose office is located in Austin, TX, hereinafter called “**Mead & Hunt**” and City of Kyle (the “**Client**”) whose offices are located at 100 W. Center Street, Kyle, TX 78640.

**WITNESSETH:**

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which the parties hereto hereby acknowledge, agree as follows:

1. **Services.** Subject to the terms and conditions contained in this Agreement Mead & Hunt shall perform the services described in each fully executed work order. Mead & Hunt shall not be obligated to perform any services until it is in receipt of a work order executed by both the parties hereto which described the services to be performed and the rates and fees to be paid in connection with the services. Work orders may be executed in counterparts and copies of signatures transmitted by facsimile, email, or other electronic means shall be deemed originals. Possession by the Mead & Hunt of a fully executed work order shall for all purposes be considered authorization for the Mead & Hunt to commence performance of the services. All services shall be performed in accordance with the *General Terms and Conditions* which is attached hereto and made part of this Agreement and labeled as Exhibit A.
  
2. **Basis of Remuneration.** As consideration for performing the services, Mead & Hunt shall be paid the sums stipulated in each work order and be reimbursed for expenses incurred in connection with performing said services at times and in the manner set forth in the work order.
  
3. **This Agreement Controls.** If the terms or conditions of this Agreement conflict with those contained in any fully executed work order made in connection with this Agreement this Agreement shall govern.
  
4. **Term.** This Agreement shall be in effect from December 1, 2021 to December 1, 2026. In the event the services described in a fully executed work order will not be completed during the term of this Agreement, though the work order was executed by the parties while the Agreement was in effect, Mead & Hunt shall continue to be obligated to perform the services and Client shall be obligated to pay for such services as provided in the applicable work order.
  
5. **Adequacy of Scope of Services.** The stated fees and scope of services contained in any work order constitute the best estimate of the fees and tasks required to perform the services as

**5. Adequacy of Scope of Services.** The stated fees and scope of services contained in any work order constitute the best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. A fully executed work order may only be amended by a written amendment signed by both parties to this Agreement. For those work orders whose described work involves conceptual or process development service, activities often cannot be fully defined during initial planning. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope. Mead & Hunt will inform the Client in writing of such situations so that changes to the applicable work order may be made as required. If the Client requests significant modifications or changes in the scope of the project, the time of performance of Mead & Hunt's services, the description of the services, and the applicable fees must be adjusted by amendment to the applicable work order before Mead & Hunt undertakes the additional work.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**MEAD & HUNT:**

**CITY OF KYLE, TEXAS:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Janet Sims

Name: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Date: 11/22/2021

Date: \_\_\_\_\_

Attachment: General Terms and Conditions

**Exhibit A. General Terms and Conditions**

**Mead & Hunt, Inc.**  
**General Terms and Conditions (“General Terms”) for Engineering,**  
**Architectural, or Consulting Services**  
**Texas**

1. City of Kyle (hereinafter “Client”) and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this “Agreement”). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.
2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days’ written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.
3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney’s fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client’s interference with Mead & Hunt, Inc.’s ability to provide the Services, including, but not limited to, Client’s failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.’s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.’s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with Wisconsin Statutes § 895.447, including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.
5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.
6. Mead & Hunt, Inc. will maintain insurance coverage for worker’s compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.
7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT LIABLE, IN CONTRACT OR TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR LIQUIDATED DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES (“DAMAGES”). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.’S OR ITS SUBCONSULTANTS’ LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**
8. Mead & Hunt, Inc.’s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.
9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.
10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES

SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.
13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.
17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

- dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.
18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.
  19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
  20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
  21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.
  22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
  23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.
  24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.
  25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
  26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.
  27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.





# CITY OF KYLE, TEXAS

## Mead & Hunt - WWTP Pretreatment WO#1

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Approve of Work Order No. 1 to MEAD & HUNT, INC., Austin, Texas, in the amount not to exceed, \$24,660.00 for providing an Industrial Waste Survey for the City's Pretreatment Program. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

**Other Information:** A pretreatment program protects the city's collection system, wastewater treatment plant and staff from industrial wastewater streams discharged to our collection system. The purpose of the pretreatment program is to regulate the introduction of pollutants, which can cause damage to equipment and interfere with the wastewater treatment process. The program is important in preventing harm to workers, the public and the environment.

Mead & Hunt, Inc. will provide the services provided in Exhibit A which include:

- Compiling a master list of potential industrial users located in the City of Kyle's service area;
- Develop a survey to collect the necessary information from the potential industrial users;
- Provide the survey in paper and/or electronic form to all potential industrial users;
- Review all survey responses and determine initial industrial user classification and identify industrial users that require follow-up activities to obtain additional information;
- Communicate by phone and email with potential industrial users as necessary to obtain complete information;
- Perform site visits at potential significant industrial users, as necessary, to determine applicable Pretreatment Standards and Requirements, independent of information supplied by the industrial user; and
- Prepare a final industrial user master list, suitable for submittal to TCEQ, that identifies all significant industrial users.

**Legal Notes:** N/A

**Budget Information:** Funding is available in the approved Fiscal Year 2021-2022 budget as follows:  
3110-82600-556391 - Services - Pretreatment Program - \$25,000.00

---

### ATTACHMENTS:

#### Description

- ☐ Work Order 1

**WORK ORDER #1**  
**TO**  
**MASTER SERVICES AGREEMENT**

**BETWEEN:** CITY OF KYLE (CLIENT)  
Kyle, Texas 78640

**AND:** MEAD & HUNT, INC. (CONSULTANT)  
A Wisconsin Corporation

**EFFECTIVE DATE:**

**RECITALS**

This is the first Task Order to the Master Services Agreement dated effective \_\_\_\_\_, between the Client of City of Kyle and Mead & Hunt, Inc. The Master Services Agreement effective 12/1/2021, is referred to herein as the Contract.

**AGREEMENT**

1. Services to be Provided. The Scope of Services is to: Assist with Identification of Significant Industrial Users for Pretreatment Program Development. The full Scope of Services is defined in Exhibit A.
2. Schedule. The project shall be completed within four months after receiving notice to proceed.
3. Consideration. The services shall be provided on a time and expenses basis not to exceed \$24,660, as described in Exhibit A. Progress payments shall be made in accordance with the Contract.

**APPROVAL AND ACCEPTANCE:** Approval and acceptance of the WORK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated (12/1/2021) All work and services defined in this WORK ORDER shall be performed in accordance

with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.”

Accepted by: CITY OF KYLE

Approved by: MEAD & HUNT, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Janet Sims

Title: \_\_\_\_\_

Title: Senior Project Manager

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

Date: 11/22/2021

Exhibit A  
City of Kyle

**Pretreatment Program Development Assistance  
Industrial Waste Survey**

**Task 1 Industrial Waste Survey**

Labor Summary		Labor Category & Projected Hours					Labor Subtotal
Activity	Description	Principal	Sr. Project Manager	Project Manager	Technician	Admin	
1	Prepare for and attend Kickoff meeting.		4	4			\$ 1,580
2	Compile a master list of potential industrial users located in the City of Kyle's service area.		4	16			\$ 3,800
3	Develop a survey to collect the necessary information from the potential industrial users.		2	8			\$ 1,900
4	Provide the survey in paper and/or electronic form to all potential industrial users.			8			\$ 1,480
5	Review all survey responses and determine initial industrial user classification, and identify industrial users that require follow-up activities to obtain additional information.		4	24			\$ 5,280
6	Communicate by phone and email with potential industrial users as necessary to obtain complete information			8			\$ 1,480
7	Perform site visits at potential significant industrial users, as necessary, to determine applicable Pretreatment Standards and Requirements, independent of information supplied by the industrial user			32			\$ 5,920
8	Prepare a final industrial user master list, suitable for submittal to TCEQ, that identifies all significant industrial users		2	8			\$ 1,900
<b>Total Hours</b>		<b>0</b>	<b>16</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>124</b>
Hourly Rate		\$ 220	\$ 210	\$ 185	\$ 98	\$ 78	
Labor Subtotal		\$0	\$3,360	\$19,980	\$0	\$0	\$23,340
Expense Summary							
Estimated Direct Expenses:							
	Travel (Mileage, food, and hotel)	\$ 1,000					
	Printing & Reproduction	\$ 50					
	Postage, Delivery, & Courier Charges	\$ 150					
	Misc.	\$ -					
Subconsultant Fees:							
	Geotechnical	\$ -					
	Electrical	\$ -					
	Structural	\$ -					
	Laboratory	\$ -					
		\$ -					
	Subtotal Direct Expenses	\$ 1,200					\$ 1,320
	Service Charge for Outside Direct Expenses	\$ 120					\$ 23,340
		<b>Total Professional Services Fee</b>					<b>\$ 24,660</b>

*Notes:  
City will provide list of commercial water accounts and 12 months of usage data.  
Costs associated with the mailing of surveys will be the responsibility of the City.  
City must attend all site visits to industrial user facilities or delegate right of entry to Mead and Hunt staff.*



# CITY OF KYLE, TEXAS

## TPWD Spring Branch

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Approval of a contract with SCHAUMBURG & POLK, INC., Tyler, Texas, in an amount not to exceed \$84,000.00 for the TPWD Spring Branch Segment of Plum Creek Trail. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Kyle TPWD Trail - Eng Contract

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_  
("Effective Date") between City of Kyle, Texas ("Owner") and Schaumburg & Polk, Inc.  
("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Spring Branch Segment of Plum Creek Trail ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Design, bidding, and construction phase services as further described in attached Exhibit 'A', Scope of Work dated November 11, 2021, which Exhibit 'A', Scope of Work is hereby incorporated as a binding part of this agreement.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 24 month
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and

expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at



the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any

and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount as follows:

<i>Engineering Services</i>	<i>\$84,000.00</i>
<i><b>Total Fee Amount</b></i>	<i><b>\$84,000.00</b></i>

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- C. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services*: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Kyle

ENGINEER: Schaumburg & Polk, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice-President

Date Signed: \_\_\_\_\_

Date Signed: 11/11/2021

Engineer License or Firm's Certificate Number: \_\_\_\_\_

State of: Tx Firm Registration #F-000520

Address for giving notices:

Address for giving notices:

100 W. Center Street

320 S. Broadway, Suite 200

Kyle, Texas 78640

Tyler, TX 75702

512-262-1010

\_\_\_\_\_

\_\_\_\_\_

**Exhibit A - Scope of Work  
City of Kyle, Texas  
Spring Branch Segment of Plum Creek Trail  
November 11, 2021**

**PRELIMINARY DESIGN**

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data. Includes 1 site visit to establish the trail alignment and features.
2. Visit site to collect field data needed for project design. Topographic survey is not included in the scope of work.
3. Advise Owner of any need for Owner to provide data or services which are not part of Engineer's Basic Services.
4. Prepare Preliminary Design Phase documents consisting of preliminary drawings and outline of specifications.
5. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable Construction Cost.
6. Furnish review copies of the Preliminary Design Phase documents to Owner and review them with Owner (via virtual meeting). Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.
8. Establishment of property boundaries is not included in the scope of work.

**FINAL DESIGN PHASE**

After acceptance of the Preliminary Design Phase documents by the Owner, the Engineer shall:

1. Prepare final Drawings, Specifications, and Contract Documents to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions, and design data for any required USACE Permitting, Cultural Resource Survey, and TDLR Reviews. TDLR design and final construction review fees are included. Any Cultural Resource Permits are not included.
3. Based on the information contained in the Final Design Phase documents, prepare an opinion of probable Construction Cost.

4. Prepare and furnish Bidding Documents for review by Owner, and review them with Owner (via virtual meeting). Owner shall submit to Engineer any comments and instructions for revisions.
5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

## **BIDDING PHASE**

After acceptance of the Final Design Phase documents by the Owner, the Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work. Advertisement fees are not included.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Tabulate bids and recommend contractor for award of project.

## **CONSTRUCTION PHASE**

Upon successful completion of the Bidding and Negotiating Phase by the Owner, the Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. Includes 1 site visit for this meeting.
3. *Schedules.* Receive, review, and determine the acceptability of any and all schedules.
4. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals the Engineer deems appropriate to the various stages of construction. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will

determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
  - c. Site visits include a visit at approx. 30%, 60%, and substantial construction completion of the project. Includes 3 site visits.
5. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
  6. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
  7. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
  8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
11. *Applications for Payment.* Based on Owner's and or Engineer's observations and review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
12. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates, or

other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

13. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Includes 1 site visit for the final inspection.
14. A Construction Representative is not included in this scope of work.

*Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents

**END OF SCOPE OF WORK**





# CITY OF KYLE, TEXAS

PW - TDEM HGMP Grant Admin  
Contract

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Approve a Resolution of the City Council of the City of Kyle Selecting a Grant Writer/Administrator to Assist the City in its Application and Administration of a Contract, if Awarded, from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder, Director of Public Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- HMGP - Resolution Procurement Admin

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE  
SELECTING A GRANT WRITER/ADMINISTRATOR TO ASSIST THE CITY IN  
ITS APPLICATION AND ADMINISTRATION OF A CONTRACT, IF  
AWARDED, FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT  
(TDEM) HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR DR-4586  
FEBRUARY WINTER WEATHER.**

WHEREAS, the City of Kyle and its citizens sustained significant damages as a result of the February Winter Weather event; and

WHEREAS, the repair and/or replacement of damages caused by or as a result of the February Winter Weather event, and other projects, as eligible, needed and determined by the City of Kyle, is of vital importance to the citizens of the City of Kyle; and

WHEREAS, the City of Kyle desires assistance in application preparation and, if awarded, the subsequent implementation and administration of the funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586; and

WHEREAS, the City of Kyle has sought proposals from administrative consultants for Application Preparation and Project Administration; and

WHEREAS, the City of Kyle performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

*Traylor & Associates as the administrative consultant for application preparation, project administration and project-related management services, if awarded, for funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather.*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE on this 6<sup>th</sup> day of December 2021.

ATTEST:

\_\_\_\_\_  
Jennifer Holm, TRMC  
City Secretary

\_\_\_\_\_  
Travis Mitchell  
Mayor



# CITY OF KYLE, TEXAS

## PW - TDEM HGMP Grant Engineer Contract

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Resolution of the City Council of the City of Kyle Selecting an Engineer in Conjunction with the Submittal of an Application for funding through the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather. ~ *Harper Wilder, Director of Public Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- HMGP - Resolution Procurement Engineering - Kyle

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE  
SELECTING AN ENGINEER IN CONJUNCTION WITH THE SUBMITTAL OF  
AN APPLICATION FOR FUNDING THROUGH THE TEXAS DIVISION OF  
EMERGENCY MANAGEMENT (TDEM) HAZARD MITIGATION GRANT  
PROGRAM (HMGP) FOR DR-4586 FEBRUARY WINTER WEATHER.**

WHEREAS, the City of Kyle and its citizens sustained significant damages as a result of the February Winter Weather event; and

WHEREAS, the repair and/or replacement of damages caused by or as a result of the February Winter Weather event, and other projects, as eligible, needed and determined by the City of Ralls, is of vital importance to the citizens of the City of Ralls; and

WHEREAS, the City of Kyle desires assistance in pre-award and post-award engineering services, if awarded, of the funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586; and

WHEREAS, the City of Kyle has sought proposals from engineering firms for Application Preparation and Project Implementation; and

WHEREAS, the City of Kyle performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

*KSA as the engineering firm for application preparation and project implementation, if awarded, for funding from the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP) for DR-4586 February Winter Weather.*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE on this 6<sup>th</sup> day of December 2021.

ATTEST:

\_\_\_\_\_  
Jennifer Holm, TRMC  
City Secretary

\_\_\_\_\_  
Travis Mitchell  
Mayor



# CITY OF KYLE, TEXAS

## STEP Comprehensive Grant Application

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Authorize the Police Department to apply for a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Request Council to Authorize TXDOT STEP Comprehensive Grant FY22-23



Date: November 30, 2021

To: Jeff Barnett, Chief of Police

From: Tracy Vrana, Traffic Enforcement Division Sergeant

Re: **Request to Authorize TXDOT STEP Comprehensive Grant FY2022-2023**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation (TXDOT). STEP enforcement is focused on reducing crashes and crash-related injuries and deaths in and across Texas. Per TXDOT and through (KA) crash data analysis, certain areas of the City of Kyle require focused traffic enforcement to reduce the number of these crashes. TXDOT has determined that the Kyle Police Department is eligible to apply for a STEP-Comprehensive grant for FY22-23 to support this effort.

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to utilize federal funds to increase traffic enforcement for an ultimate goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP Comprehensive grant to fund traffic enforcement for designated zones which are, per TXDOT's KA data, determined to be hotspots for serious crashes. Our hope is that we can bring the number of those motorists killed on our roadways to zero.

**Subject/Recommendation:**

Authorize the City Manager to accept a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023.

**Other Information:**

This grant is funded at an estimated 80% from TXDOT with a required estimated 20% City match. The total amount of \$14,996.17 will be used to fund an estimated 224 hours of traffic enforcement at an average overtime rate of \$59.33 per hour based on individual officer salaries. The Kyle Police Department will fund an estimated 20.26% match using fringe benefits for a total amount of \$3,038.17 though with a maximum request amount of \$3,500 to cover unforeseen deviations in percentages. A total benefit funding from TXDOT of 79.74% for the total in the amount of \$11,958.00 is calculated. Reimbursement of funds from TXDOT and data reporting will be conducted on a monthly basis. Funding for the fringe match will be pulled from the police department operating budget.

*Sgt. T. Vrana*



512-268-3232



512-268-2330





# CITY OF KYLE, TEXAS

## STEP CMV grant

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Authorize the Police Department to apply for a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Request Council to Authorize TXDOT STEP CMV Grant FY22-23



Date: November 30, 2021

To: Jeff Barnett, Chief of Police

From: Tracy Vrana, Traffic Enforcement Division Sergeant

Re: **Request to Authorize TXDOT STEP CMV Grant FY2022-2023**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation (TXDOT). STEP enforcement is focused on reducing crashes and crash-related injuries and deaths in and across Texas. Per TXDOT and through crash data analysis, certain areas of the City of Kyle require focused CMV (Commercial Motor Vehicle) traffic enforcement to reduce the number of CMV related crashes. TXDOT has determined that the Kyle Police Department is eligible to apply for a STEP CMV grant for FY22-23 to support this effort.

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to utilize federal funds to increase traffic enforcement for an ultimate goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP CMV grant to fund traffic enforcement for designated zones which are, per TXDOT's KA data, determined to be hotspots for CMV related serious crashes. Our hope is that we can bring the number of those motorists killed on our roadways to zero.

**Subject/Recommendation:**

Authorize the City Manager to accept a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2022-2023 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2022 and ending September 30, 2023.

**Other Information:**

This grant is funded at an estimated 80% from TXDOT with a required estimated 20% City match. The total of \$14,996.17 will be used to fund an estimated 224 hours of traffic enforcement at an average overtime rate of \$59.33 per hour based on individual officer salaries. The Kyle Police Department will fund an estimated 20.26% match using fringe benefits for a total of \$3,038.17 though with a maximum request amount of \$3,500 to cover unforeseen deviations in percentages. A total benefit funding from TXDOT of 79.74% for the total in the amount of \$11,958.00 is calculated. Reimbursement of funds from TXDOT and data reporting will be conducted on a monthly basis. Funding for the fringe match will be pulled from the police department operating budget.

*Sgt. T. Vrana*



512-268-3232



512-268-2330







# CITY OF KYLE, TEXAS

## Kyle Town Center Acceptance of WW Easement

**Meeting Date: 12/6/2021**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve the conveyance of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ WW Line Easement
- ☐ 2021-10-11 - Kyle Town Centre (WW Esmt Exhibit) (1) (1)

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**WASTEWATER LINE EASEMENT**

**Date:** November 30, 2021

**Grantor:** I35 KYLE CROSSING LOT 6, LTD.,  
I35 KYLE CROSSING LOT 14, LTD., and  
I35 KYLE CROSSING LOT 18, LTD.,  
each a Texas limited partnership

**Grantor's Address:** 500 West 5<sup>th</sup> Street, Suite 700  
Austin, Texas 78701

**Grantee:** City of Kyle  
Hays County, Texas

**Grantor's Address:** 100 West Center Street  
Kyle, TX 78640

**Easement Tract:** That certain real property more particularly described and depicted in **EXHIBIT A** attached hereto.

**Easement Duration:** Perpetual or until the Facilities are abandoned.

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities in the Easement Tract.

**Facilities:** Wastewater lines and associated appurtenances.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters that are valid, existing, and affect the Easement Tract as of the Date set forth herein and of record in the Real Property Records of Hays County, Texas in which the Easement Tract is located.

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality controls, rainwater harvesting system or trees, either above or below the surface of the Easement Tract.

**Eligible Improvements:** Irrigation systems that are installed perpendicular to the Facilities, walkways made of concrete, asphalt, granite or any other similar materials, driveways, access roads and parking areas at grade level, barbed-wire, chain-link, and wooden

fences, landscaping items such as plants, flowers, shrubs, bushes, hardscapes, rocks, pathways, and movable structure such as benches, gazebos and other similar items.

**City Permit:**

The approved and released City of Kyle Site Plan No. \_\_\_\_\_ as the site plan is amended, revised, or corrected, from time to time.

Grantor, for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the Grantee a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be reasonably necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that are not otherwise permitted hereunder and that interfere in any material way or are inconsistent with the rights granted the Grantee under this instrument for the Easement Purpose as determined by the Grantee in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract for the Easement Purpose (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the Grantee and Grantee's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract and to install, construct, operate, use, maintain, repair, modify, upgrade, and replace within the Easement Tract the improvements allowed under the City Permit and the Eligible Improvements, but in no event shall Grantor, except with respect to the improvements allowed under the City Permit and the Eligible Improvements, enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the Grantee under this Easement for the Easement Purpose as determined by Grantee in its reasonable discretion.

Grantee, at its sole cost and expense, shall be obligated to restore or replace (i) the surface of the Easement Tract that has been removed, relocated, or altered as a result of Grantee's use of the Easement Tract, in each case to substantially and a reasonably practicable to the same condition as existed immediately prior to Grantee's exercise of its rights and/or obligations hereunder, and (ii) to a good and functioning condition as determined by the Grantee in its reasonable discretion only the improvements allowed under the City Permit and the Eligible Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement Tract. Grantor reserves its interest in all oil, gas, and other minerals in and under and that may be produced from the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, Grantor includes Grantor's heirs, successors, and assigns and Grantee includes Grantee's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**GRANTOR:**

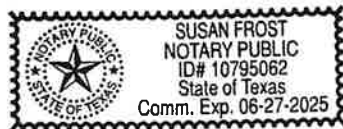
**EOP II SUB GP ONE, LLC**, a Texas limited liability company, as the general partner of, and executing this agreement on behalf of, the following Texas limited partnerships: I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 14, LTD., and I35 KYLE CROSSING LOT 18, LTD.

By: *Jeff Newberg*  
Name: Jeff Newberg  
Title: EVP

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me this 16<sup>th</sup> day of November, 2021, by Jeffrey Newberg, as Exec. V.P. of EOP II SUB GP ONE, LLC, general partner of and on behalf of the following Texas limited partnerships: I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 14, LTD., and I35 KYLE CROSSING LOT 18, LTD.

*Susan Frost*  
Notary Public for the State of Texas



**EXHIBIT A**

**Easement Tract**

[Attached]



**Exhibit " "**  
**Wastewater line Easement**

**FIELD NOTE DESCRIPTION**

DESCRIPTION OF A 0.6353 ACRE TRACT OF LAND BEING A PART OF LOTS 6, 13 AND 18, KYLE TOWNE CENTER, REPLAT OF LOT 1, BLOCK A, KYLE TOWN CENTER, SECOND REPLAT OF LOT 1, BLOCK A (KYLE TOWN CENTER), ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 20015578, PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID LOTS 6, 12, 13 AND 18, BEING A PART OF THAT LAND CONVEYED TO I35 KYLE CROSSING LTD., IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 20005427, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.6353 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a TxDOT Type I concrete highway monument found at a PI in the west right-of-way line of Interstate Highway No. 35, same being the west line of that tract of land conveyed to the State of Texas in a deed recorded in Volume 178, Page 100, of the Deed Records of said County, and the east line of said KYLE TOWN CENTER;

**THENCE**, South 31°29'11" West, along said west right-of-way line and along said east line, passing the common east corner of said Lot 13 and Lot 6 at a distance of 239.36 feet and continuing for a total distance of 248.72 feet to the POINT OF BEGINNING of the herein described tract;

**THENCE**, South 31°29'11" West, continuing along said west right-of-way line and said east line, a distance of 15.00 feet, from which a 1/2 inch iron rod found at a PI in said west right-of-way line and said east line, bears South 31°29'11" West a distance of 53.57 feet;

**THENCE**, departing the said west right-of-way line and said east line and over and across said Lots 6, 13 and 18, KYLE TOWN CENTER, the following fifteen (15) courses and distances:

1. North 58°32'22" West, a distance of 333.74 feet;
2. North 31°27'38" East, a distance of 89.66 feet;
3. North 53°18'44" East, a distance of 169.75 feet;
4. North 43°57'55" East, a distance of 131.10 feet;
5. North 28°18'09" East, a distance of 1016.74 feet;
6. North 07°53'34" East, a distance of 16.11 feet;
7. North 82°06'46" West, a distance of 84.71 feet;
8. North 08°06'05" East, a distance of 15.00 feet;
9. South 82°06'46" East, a distance of 99.65 feet;
10. South 07°53'34" West, a distance of 33.81 feet;

11. South 28°18'09" West, passing a common corner of Lot 6 and Lot 7, KYLE TOWN CENTER, at a distance of 7.69 feet, continuing along the common line of Lot 6 and Lots 7, 8, 9, 10, 11, and 12, KYLE TOWN CENTER, passing a common corner of Lot 6 and Lot 12 at a distance of 994.12 feet, for a total distance of 1021.51 feet;
12. South 43°57'55" West, a distance of 134.39 feet;
13. South 53°18'44" West, a distance of 168.08 feet;
14. South 31°27'38" West, a distance of 71.76 feet;
15. South 58°32'22" East, a distance of 318.75 feet to the **POINT OF BEGINNING** containing 0.6353 acre of land within these metes and bounds.

Reference is hereby made to the sketch of this tract accompanying this description.

Subject tract described herein is an easement. No monuments set for corners.

Bearing Basis: East line of Kyle Towne Center, Replat Of Lot 1, Block A, Kyle Town Center, Second Replat Of Lot 1, Block A. South 31°29'11" West

THE STATE OF TEXAS §  
 §                                    KNOWN ALL MEN BY THESE PRESENT  
 COUNTY OF TRAVIS §

That I, Tommy P. Watkins, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of December, 2017, January and February, 2018, and March, 2020, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 30th of June, 2020, A.D.

CUNNINGHAM-ALLEN, INC.  
 Tommy P. Watkins, R.P.L.S.  
 Texas Registration No. 4549



# SKETCH TO ACCOMPANY DESCRIPTION

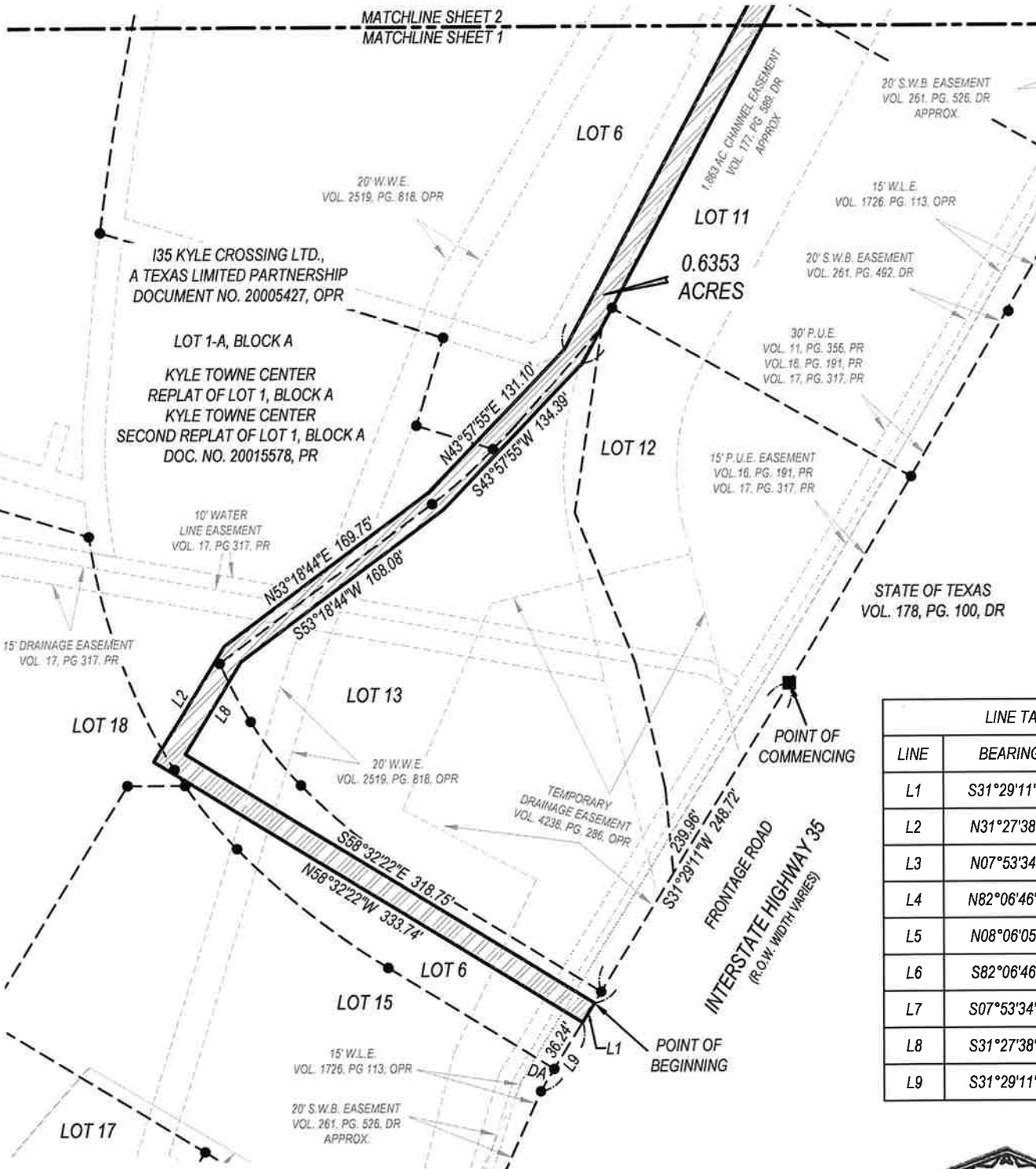
## WASTEWATER EASEMENT

### SHEET 3 OF 4

GRAPHIC SCALE



(IN FEET)  
1 inch = 100 ft.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S31°29'11"W	15.00'
L2	N31°27'38"E	89.66'
L3	N07°53'34"E	16.11'
L4	N82°06'46"W	84.71'
L5	N08°06'05"E	15.00'
L6	S82°06'46"E	99.65'
L7	S07°53'34"W	33.81'
L8	S31°27'38"W	71.76'
L9	S31°29'11"W	53.57'

REFERENCE IS HEREBY MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

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

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT.  
NO MONUMENTATION SET FOR CORNERS.

BEARING BASIS: EAST LINE OF KYLE TOWNE CENTER,  
REPLAT OF LOT 1, BLOCK A, KYLE TOWNE CENTER, SECOND  
REPLAT OF LOT 1, BLOCK A. SOUTH 31°29'11" WEST



**Cunningham|Allen**

Engineers • Surveyors

TBPELS REG # F-284 FIRM # 10000900

© COPYRIGHT 2020 CUNNINGHAM-ALLEN, INC.

TECH: DK



06/30/2020

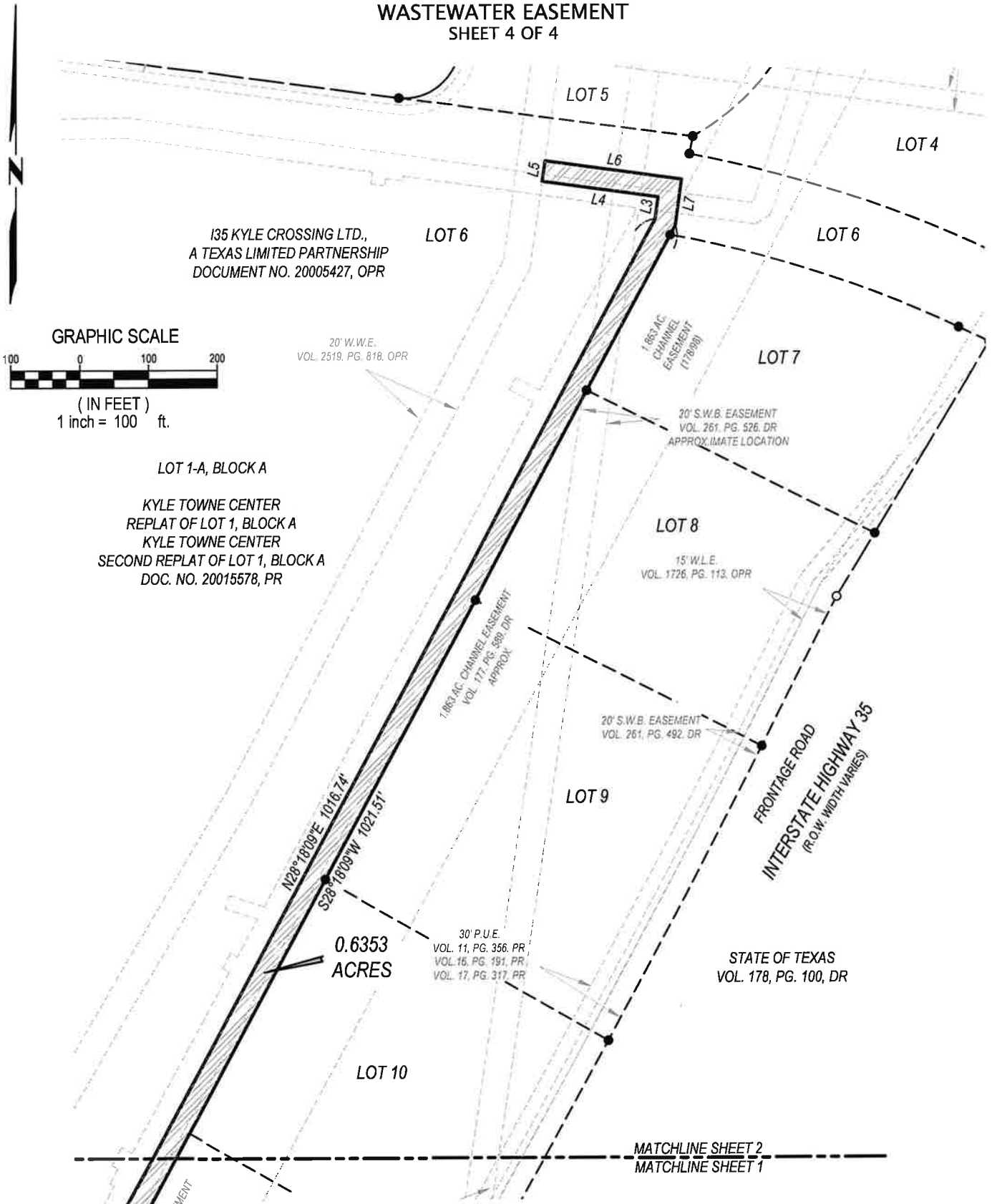
Item # 15

Drawing Path: S:\273702\_Kyle Town Center\Drawings\273702\_EASEMENT\_WW\_0.6353 AC.dwg Plotted By: Tom Watkins Date: 6/30/2020 10:10:20 AM Layout: WW ESMT SHT 1 Page Size: ANSI full bleed A (8.50 x 11.00 inches), 1:1

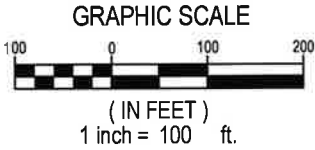


# SKETCH TO ACCOMPANY DESCRIPTION

## WASTEWATER EASEMENT SHEET 4 OF 4



135 KYLE CROSSING LTD.,  
A TEXAS LIMITED PARTNERSHIP  
DOCUMENT NO. 20005427, OPR



LOT 1-A, BLOCK A

KYLE TOWNE CENTER  
REPLAT OF LOT 1, BLOCK A  
KYLE TOWNE CENTER  
SECOND REPLAT OF LOT 1, BLOCK A  
DOC. NO. 20015578, PR

N28°18'09"E 1016.74'  
S28°18'09"W 1021.51'

**0.6353  
ACRES**

30' P.U.E.  
VOL. 11, PG. 356, PR  
VOL. 16, PG. 191, PR  
VOL. 17, PG. 317, PR

MATCHLINE SHEET 2  
MATCHLINE SHEET 1



Engineers • Surveyors

TBPELS REG # F-284 FIRM # 10000900  
© COPYRIGHT 2020 CUNNINGHAM-ALLEN, INC.

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

### LEGEND

- TxDOT TYPE I MONUMENT FOUND
- 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- PR PLAT RECORDS, HAYS CO., TX
- DR DEED RECORDS, HAYS CO., TX
- OPR OFFICIAL PUBLIC RECORDS, HAYS CO., TX
- CHAP CAP STAMPED "DOUCET & ASSOCIATES"

Drawing Path: S:\273702\_Kyle Town Center\Drawings\273702\_EASEMENT\_WW\_0.6353 AC.dwg Plotted By: Tom Watkins Date: 6/30/2020 10:10:30 AM Layout: WW ESM T SHT 2 Page Size: ANSI full bleed A (8.50 x 11.00 inches), 1:1

TECH: DK

Item # 15

## LIEN HOLDER CONSENT

**Date:** November 24, 2021  
**Lien Holder:** SOUTHSIDE BANK, a Texas state bank  
**Lien Holder Notice Address:** 11815 Alterra Parkway, Suite 100  
Austin, Travis County, Texas 78758

**Liens:** Collectively, (i) Deed of Trust and Security Agreement dated May 10, 2021, from I35 KYLE CROSSING LOT 2, LTD., I35 KYLE CROSSING LOT 5, LTD., I35 KYLE CROSSING LOT 8, LTD., I35 KYLE CROSSING LOT 9, LTD., I35 KYLE CROSSING LOT 10, LTD., I35 KYLE CROSSING LOT 11, LTD., I35 KYLE CROSSING LOT 12, LTD., I35 KYLE CROSSING LOT 18, LTD., I35 KYLE CROSSING LOT 19, LTD., I35 KYLE CROSSING LOT 20, LTD., I35 KYLE CROSSING LOT 21, LTD., I35 KYLE CROSSING LOT 22, LTD., I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 14, LTD., I35 KYLE CROSSING LOT 15, LTD., I35 KYLE CROSSING LOT 16, LTD., I35 KYLE CROSSING LOT 17, LTD. to **James D. Vandeventer**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$10,564,374.00**, payable to **Lien Holder**, of record in Document Number **21024396**, of the Official Public Records of Hays County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced; (ii) Deed of Trust and Security Agreement dated May 10, 2021, from I35 KYLE CROSSING LOT 4, LTD., to **James D. Vandeventer**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$10,564,374.00**, payable to **Lien Holder**, of record in Document Number **21024397**, of the Official Public Records of Hays County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced; (iii) Deed of Trust and Security Agreement dated May 10, 2021, from I35 KYLE CROSSING LOT 7, LTD., to **James D. Vandeventer**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$10,564,374.00**, payable to **Lien Holder**, of record in Document Number **21024398**, of the Official Public Records of Hays County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced; and (iv) Deed of Trust and Security Agreement dated May 10, 2021, from I35 KYLE CROSSING LOT 13, LTD., to **James D. Vandeventer**, Trustee, securing the payment of one promissory note of even date in the original

principal amount of \$10,564,374.00, payable to **Lien Holder**, of record in Document Number **21024399**, of the Official Public Records of Hays County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

- Grant Document:** The document to which this Lien Holder Consent is attached, and consented and subordinated to.
- Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**SOUTHSIDE BANK,  
A TEXAS STATE BANK**

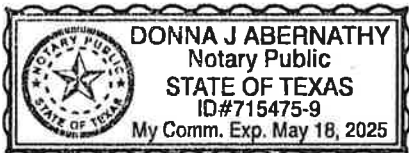
By: *Phyllis Milstead*  
Name: Phyllis Milstead  
Title: Executive Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF Tarrant   §

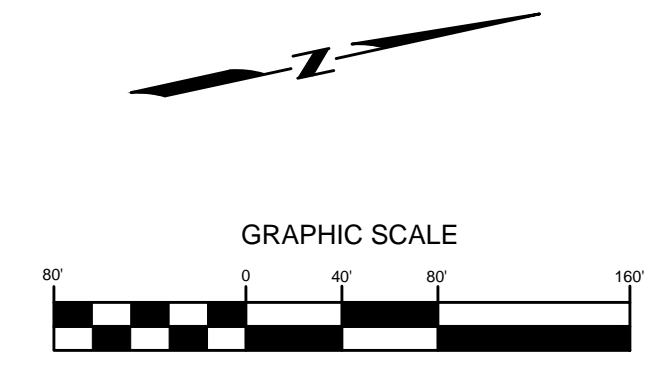
Before me, the undersigned notary, on this day personally appeared Phyllis Milstead, Executive Vice President of Southside Bank, a Texas state bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on November 24, 2021.

[Seal]



*Donna J. Abernathy*  
Notary Public, State of Texas



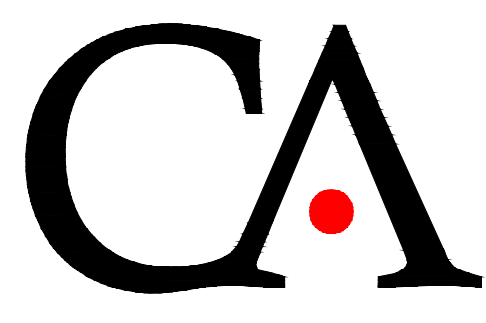
PROJECT:

# KYLE TOWN CENTRE

TITLE:

# WASTEWATER EXHIBIT

## (PROPOSED & VACATED EASEMENTS)



Cunningham | Allen, Inc.  
 Engineers • Surveyors • Planners  
 Tel: (512) 327-2946  
[www.cunningham-allen.com](http://www.cunningham-allen.com)  
 TBPE REG. NO. F-284  
 TBPLS FIRM NO. 10000900



# CITY OF KYLE, TEXAS

## Kyle Town Center Release of WW Easement

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve the termination and release of a wastewater easement to the City of Kyle, Hays County, Texas from Kyle Texas Company, LLC for Kyle Town Center. ~ *Leon Barba, P.E., City Engineer*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Release of WW Easement
- 2021-10-11 - Kyle Town Centre (WW Esmt Exhibit) (1) (1)

**TERMINATION AND RELEASE OF EASEMENT**

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

Recitals

WHEREAS, pursuant to that certain Wastewater Line Easement recorded in Volume 2519, Page 818 in the official public records of Hays County, Texas (“**Easement**”), Kyle Texas Company, LLC (“**Original Grantor**”) granted to the CITY OF KYLE (“**Grantee**”) a certain wastewater line easement in, under, over, and across the Easement Tract, as such term is defined and more particularly described in the Easement.

WHEREAS, I35 KYLE CROSSING LOT 5, LTD., I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 13, LTD., I35 KYLE CROSSING LOT 14, LTD., I35 KYLE CROSSING LOT 15, LTD., I35 KYLE CROSSING LOT 16, LTD., and I35 KYLE CROSSING LOT 17, LTD. (collectively, the “**Easement Tract Owners**”) are collectively the successors-in-interest to Original Grantor with respect to, and the current owners of, the Easement Tract.

WHEREAS, effective as of the date hereof, the Grantee and the Easement Tract Owners desire to terminate and release the Easement in its entirety.

Termination and Release

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and Easement Tract Owners hereby agree that the Easement is hereby terminated, vacated, and released of record, to be of no further force or effect, from, after, and effective as of the date hereof. This Termination and Release of Easement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, provided that all such counterparts shall constitute one and the same instrument.

[Signatures Appear on Following Page]

EXECUTED to be effective as of November 30, 2021.

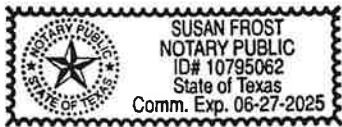
**EASEMENT TRACT OWNERS:**

**EOP II SUB GP ONE, LLC**, a Texas limited liability company, as the general partner of, and executing this agreement on behalf of, the following Texas limited partnerships: I35 KYLE CROSSING LOT 5, LTD., I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 13, LTD., I35 KYLE CROSSING LOT 14, LTD., I35 KYLE CROSSING LOT 15, LTD., I35 KYLE CROSSING LOT 16, LTD., and I35 KYLE CROSSING LOT 17, LTD.

By: [Signature]  
Name: Jeff Newberg  
Title: EVP

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me this 16<sup>th</sup> day of November, 2021, by Jeffrey Newberg, as Exec. V.P. of EOP II SUB GP ONE, LLC, general partner of and on behalf of the following Texas limited partnerships: I35 KYLE CROSSING LOT 5, LTD., I35 KYLE CROSSING LOT 6, LTD., I35 KYLE CROSSING LOT 13, LTD., I35 KYLE CROSSING LOT 14, LTD., I35 KYLE CROSSING LOT 15, LTD., I35 KYLE CROSSING LOT 16, LTD., and I35 KYLE CROSSING LOT 17, LTD.



[Signature]  
Notary Public for the State of Texas

[Signatures Continue on Following Page]



**GRANTEE:**

**THE CITY OF KYLE,**  
a municipal corporation situated  
in the County of Hays, State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

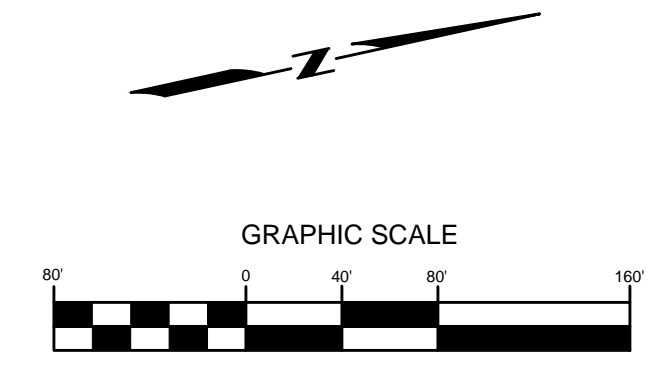
STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of THE CITY OF KYLE, a municipal corporation situated in the County of Hays, State of Texas, on behalf of such municipal corporation.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

[End of Signatures]



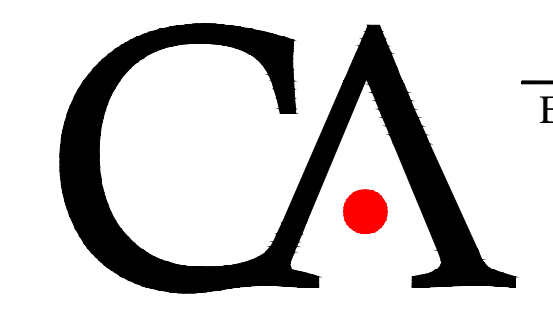
PROJECT:

# KYLE TOWN CENTRE

TITLE:

# WASTEWATER EXHIBIT

(PROPOSED & VACATED EASEMENTS)



Cunningham | Allen, Inc.  
Engineers • Surveyors • Planners  
Tel: (512) 327-2946  
www.cunningham-allen.com  
TBPE REG. NO. F-284  
TBPLS FIRM NO. 10000900



# CITY OF KYLE, TEXAS

## Mary Kyle Hartson Park Electric Service

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Authorize City Manager to execute Standard Utility Agreement Phase Order No. 3 with Pedernales Electric Cooperative, Inc., P.E.C., to relocate overhead power lines around the premises of Krug Activity Center to adjacent streets, alleys, underground, as necessary for beautification of Downtown Square, Mary Kyle Hartson Park. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Relocation of overhead power lines will require the City to compensate P.E.C. for all of their expenditures toward this effort. An agreement was executed with P.E.C. on July 28, 2021 for the purpose of developing and generating a project estimate.

In summary, P.E.C.'s estimate for their overhead relocation cost is estimated at :  
\$420,798.93.\*\*

\*\* This amount excludes the cost for all underground conduit costs; underground service re-connections to homes, businesses, Old City Hall grounds, new connection to City building; design costs for underground connections; tree trimming; aerial easements; and incidental work necessary for underground connectivity for transmission and services. These costs are the responsibility of the City.

As of mid October 2021, PEC's designer had not requested pay for their services from PEC. The designer estimated the amount due would be in the range of \$50,000. This amount is included in the PEC estimate above.

The City of Kyle's estimated project connectivity responsibility: \$394,410.00

Underground Conduit & Building Connections	- \$290,000.00
Fence Adjustment & Tree Clearing	- \$20,000.00
Design Plans by Consultant for letting	- \$64,410.00
Aerial Easements	- \$20,000.00
City of Kyle Sub-Total	- \$394,410.00
Overall estimated project cost	- \$815,208.93

**Legal Notes:**

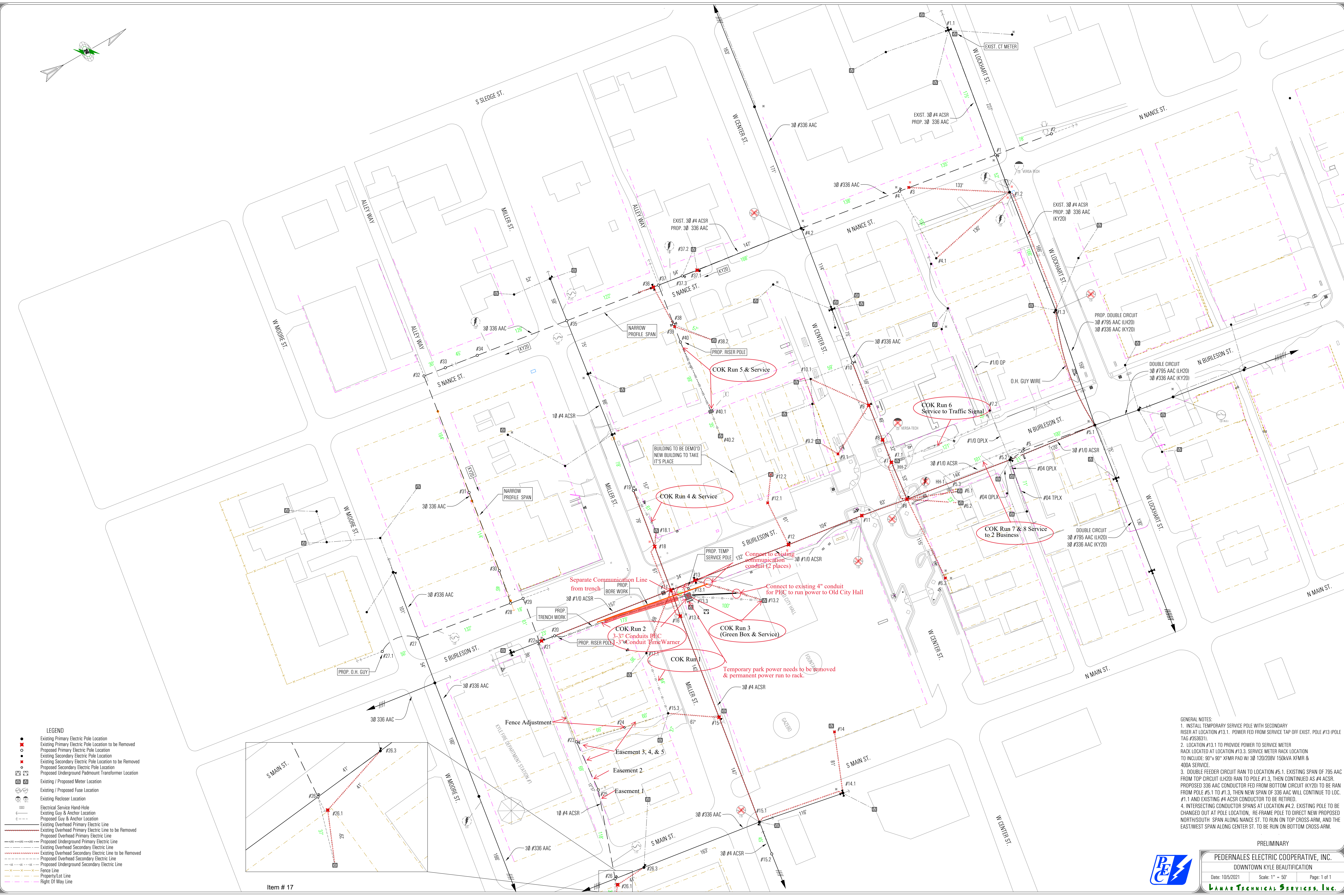
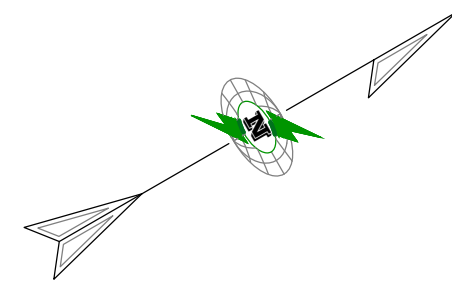
**Budget Information:**

---

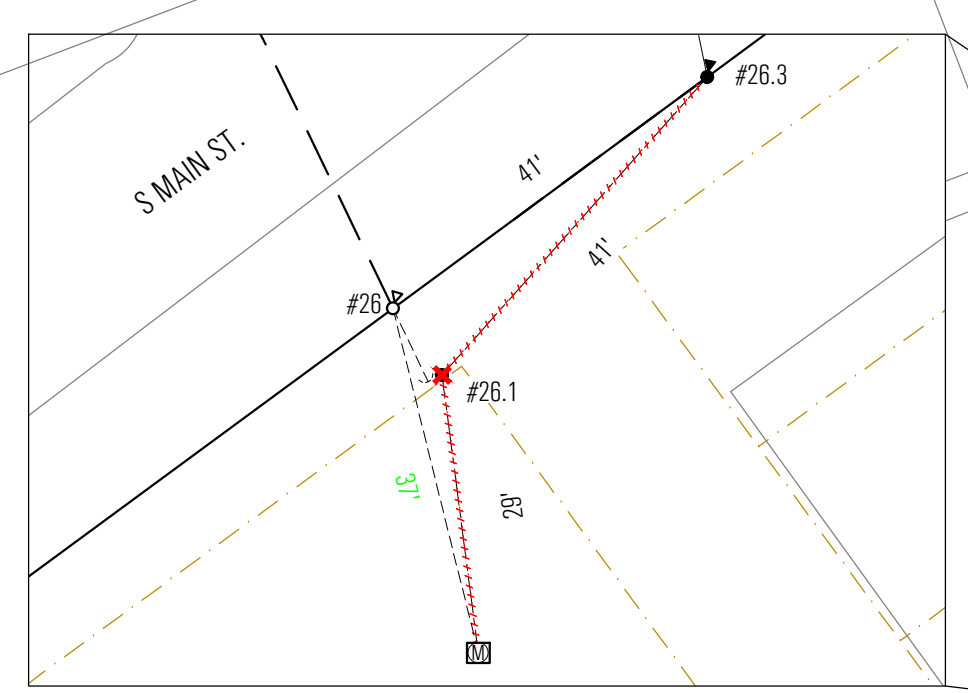
**ATTACHMENTS:**

**Description**

- ☐ PEC Layout
- ☐ PEC Cost Estimate
- ☐ PEC Agreement Page18 & 19
- ☐ K Friese Scope & Fees




- LEGEND**
- Existing Primary Electric Pole Location
  - Existing Primary Electric Pole Location to be Removed
  - Proposed Primary Electric Pole Location
  - Existing Secondary Electric Pole Location
  - Existing Secondary Electric Pole Location to be Removed
  - Proposed Secondary Electric Pole Location
  - Existing / Proposed Padmount Transformer Location
  - Existing / Proposed Meter Location
  - Existing / Proposed Fuse Location
  - Existing Recloser Location
  - Electrical Service Hand Hole
  - Existing Guy & Anchor Location
  - Proposed Guy & Anchor Location
  - Existing Overhead Primary Electric Line
  - - - Proposed Overhead Primary Electric Line
  - - - Proposed Underground Primary Electric Line
  - - - Existing Overhead Secondary Electric Line
  - - - Existing Overhead Secondary Electric Line to be Removed
  - - - Proposed Overhead Secondary Electric Line
  - - - Proposed Underground Secondary Electric Line
  - - - Existing Property/Lot Line
  - - - Right Of Way Line



Item # 17


- GENERAL NOTES:**
1. INSTALL TEMPORARY SERVICE POLE WITH SECONDARY RISER AT LOCATION #13.1. POWER FED FROM SERVICE TAP OFF EXIST. POLE #13 (POLE TAG #353631).
  2. LOCATION #13.1 TO PROVIDE POWER TO SERVICE METER RACK LOCATED AT LOCATION #13.3. SERVICE METER RACK LOCATION TO INCLUDE: 90"x90" XFMR PAD W/ 30 120/208V 150KVA XFMR & 400A SERVICE.
  3. DOUBLE FEEDER CIRCUIT RAN TO LOCATION #5.1. EXISTING SPAN OF 795 AAC FROM TOP CIRCUIT (LH20) RAN TO POLE #1.3, THEN CONTINUED AS #4 ACSR. PROPOSED 336 AAC CONDUCTOR FED FROM BOTTOM CIRCUIT (KY20) TO BE RAN FROM POLE #5.1 TO #1.3, THEN NEW SPAN OF 336 AAC WILL CONTINUE TO LOC. #1.1 AND EXISTING #4 ACSR CONDUCTOR TO BE RETIRED.
  4. INTERSECTING CONDUCTOR SPANS AT LOCATION #4.2. EXISTING POLE TO BE CHANGED OUT AT POLE LOCATION. RE-FRAME POLE TO DIRECT NEW PROPOSED NORTH/SOUTH SPAN ALONG NANCE ST. TO RUN ON TOP CROSS-ARM, AND THE EASTWEST SPAN ALONG CENTER ST. TO BE RUN ON BOTTOM CROSS-ARM.

PRELIMINARY



**PEDERNALES ELECTRIC COOPERATIVE, INC.**  
DOWNTOWN KYLE BEAUTIFICATION

Date: 10/5/2021    Scale: 1" = 50'    Page: 1 of 1





**PEDERNALES ELECTRIC COOPERATIVE, INC.**

**STANDARD UTILITY AGREEMENT**

**CITY OF KYLE DOWNTOWN AESTHETIC IMPROVEMENTS**

THE INFORMATION CONTAINED HEREIN IS INTENDED ONLY FOR THE USE OF THE ENTITY TO WHICH IT IS ADDRESSED, AND CONTAINS INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL.

Cost Summary  
Pedernales Electric Cooperative, Inc.

City of Kyle Downtown Aesthetic Improvements  
Burleson Miller Beautification OH and UG

Pedernales Electric Cooperative, Inc. (PEC) Cost Estimate: \$300,330.18

Lamar Technical Services, Inc. (LTSI) Cost Estimate: \$120,468.75

**Total Cost:** \$420,798.93

Reimbursement Eligibility Ratio: 100%

**Amount Eligible for Reimbursement:** **\$420,798.93**



# Statement of Estimated Cost

Itemized Invoice

10/18/2021

Kyle District  
 1810 FM 150 West  
 Kyle, Texas 78640

Estimate is for budgeting purposes only. Cost is subject to change pending review and approval of final design.

<b>MR_BURLESON_MILLER_BEAUTIFICATION ESTIMATE</b>				
DESCRIPTION	Quantity	MATERIAL	LABOR	AMOUNT
<b>INSTALL</b>				
A2	1	\$56.83	\$103.99	\$160.82
A5	2	\$30.16	\$226.89	\$257.05
A5-2	3	\$97.75	\$538.87	\$636.62
A5-3N	3	\$45.25	\$340.32	\$385.57
C1-2	3	\$640.07	\$595.58	\$1,235.65
C1-3	5	\$2,214.97	\$1,370.80	\$3,585.77
C7-7	14	\$3,538.55	\$5,294.06	\$8,832.61
C7-7N	1	\$248.07	\$302.51	\$550.58
C7-9	1	\$302.96	\$737.39	\$1,040.35
C8	6	\$1,816.14	\$4,878.09	\$6,694.23
C8-1	3	\$1,044.63	\$2,552.49	\$3,597.12
C9-2	1	\$542.35	\$283.61	\$825.96
E1-2	28	\$1,833.27	\$2,911.74	\$4,745.01
E1-3	5	\$917.51	\$614.49	\$1,532.00
E2-2	2	\$153.61	\$434.87	\$588.48
F1-3	8	\$326.95	\$1,285.69	\$1,612.64
F1-4	14	\$1,301.33	\$7,146.98	\$8,448.31
G10DV	5	\$4,016.41	\$2,457.96	\$6,474.37
G135	7	\$773.27	\$330.89	\$1,104.16
G25DV	4	\$4,738.70	\$1,966.38	\$6,705.08
G312	1	\$644.85	\$1,238.43	\$1,883.28
G75DVDB	1	\$2,020.67	\$491.58	\$2,512.25
K18	15	\$0.00	\$709.04	\$709.04
K19	2	\$0.00	\$94.53	\$94.53
L2-2.1A5	6	\$1,119.17	\$1,021.01	\$2,140.18
M2-2	28	\$3,197.65	\$1,852.91	\$5,050.56
M2-2.2	1	\$144.93	\$94.53	\$239.46



M3-1.1	6	\$851.00	\$737.39	\$1,588.39
M3-12-ELEC	3	\$2,292.20	\$3,374.97	\$5,667.17
M42-11	42	\$318.77	\$3,176.43	\$3,495.20
M42-13	107	\$1,195.36	\$8,092.35	\$9,287.71
M42-17	3	\$68.63	\$226.89	\$295.52
M5-2	10	\$194.56	\$472.69	\$667.25
M5-23.1.1	10	\$192.90	\$472.69	\$665.59
M5-23.3.1	57	\$970.91	\$2,694.31	\$3,665.22
M5-5	22	\$517.64	\$1,039.91	\$1,557.55
M5-61.3	4	\$1,001.33	\$529.41	\$1,530.74
O1-0 ACSR	527'	\$152.99	\$348.75	\$501.74
O1-0 TP	279'	\$280.36	\$580.28	\$860.64
O336 AAC	8798'	\$6,430.56	\$14,139.49	\$20,570.05
O350 MCM	249'	\$0.00	\$0.00	\$0.00
O4-0 ACSR	406'	\$201.89	\$191.93	\$393.82
O6 DP	109'	\$25.35	\$72.14	\$97.49
P35-5	3	\$716.00	\$879.19	\$1,595.19
P45-3	5	\$2,388.79	\$1,890.74	\$4,279.53
P50-1	23	\$17,481.17	\$10,654.29	\$28,135.46
P55-1	1	\$924.64	\$576.68	\$1,501.32
POLE SET - 7.5 CUB	29	\$2,300.86	\$274.15	\$2,575.01
REC1P-ELEC	3	\$19,547.94	\$425.43	\$19,973.37
U2-0 ALTP	381'	\$487.61	\$540.29	\$1,027.90
UJ6-3	1	\$62.69	\$94.53	\$157.22
UK6	2	\$549.90	\$415.97	\$965.87
UM2-1.3	18	\$500.14	\$1,701.66	\$2,201.80
UM33	1	\$782.35	\$122.90	\$905.25
UM6-4	3	\$467.15	\$198.53	\$665.68
VU1-0AL	907'	\$2,668.51	\$1,028.95	\$3,697.46
VUG150-3P208	1	\$7,765.44	\$189.07	\$7,954.51
VUM2-6S	2	\$2,542.97	\$2,363.42	\$4,906.39
VUM3-1	6	\$216.04	\$397.04	\$613.08
VUM40-04	3	\$649.75	\$255.25	\$905.00
VUM5-9	6	\$674.52	\$170.17	\$844.69
VUM6-11	3	\$90.10	\$85.07	\$175.17
ZC1B	1	\$146.79	\$122.90	\$269.69
ZC2B	2	\$667.65	\$245.79	\$913.44
ZC8B	2	\$595.94	\$1,493.69	\$2,089.63
M8-6-2-P (Labor Only)	1	\$0.00	\$425.42	\$425.42
G10DV (Labor Only)	1	\$0.00	\$491.59	\$491.59

<b>G135</b> (Labor Only)	<b>3</b>	\$0.00	\$141.81	\$141.81
<b>G25DV</b> (Labor Only)	<b>2</b>	\$0.00	\$983.18	\$983.18
<b>G312</b> (Labor Only)	<b>1</b>	\$0.00	\$1,238.44	\$1,238.44
<b>G75DVDB</b> (Labor Only)	<b>3</b>	\$0.00	\$1,474.77	\$1,474.77
<b>REMOVAL</b>				
<b>A1-1</b>	<b>1</b>	\$0.00	\$85.07	\$85.07
<b>A5-2N</b>	<b>1</b>	\$0.00	\$85.07	\$85.07
<b>A5-3N</b>	<b>3</b>	\$0.00	\$198.53	\$198.53
<b>C1</b>	<b>1</b>	\$0.00	\$94.53	\$94.53
<b>C1-1</b>	<b>3</b>	\$0.00	\$453.78	\$453.78
<b>C1-1N</b>	<b>1</b>	\$0.00	\$122.90	\$122.90
<b>C1-2</b>	<b>1</b>	\$0.00	\$103.99	\$103.99
<b>C1-3N</b>	<b>2</b>	\$0.00	\$245.79	\$245.79
<b>C7</b>	<b>1</b>	\$0.00	\$226.89	\$226.89
<b>C7-2</b>	<b>2</b>	\$0.00	\$453.78	\$453.78
<b>C7-5</b>	<b>1</b>	\$0.00	\$226.89	\$226.89
<b>C7-7N</b>	<b>1</b>	\$0.00	\$170.17	\$170.17
<b>C7-N</b>	<b>2</b>	\$0.00	\$378.15	\$378.15
<b>C7X</b>	<b>1</b>	\$0.00	\$189.07	\$189.07
<b>C8</b>	<b>1</b>	\$0.00	\$453.78	\$453.78
<b>C8N</b>	<b>1</b>	\$0.00	\$359.25	\$359.25
<b>C9</b>	<b>2</b>	\$0.00	\$453.78	\$453.78
<b>E1-1</b>	<b>1</b>	\$0.00	\$75.64	\$75.64
<b>E1-2</b>	<b>5</b>	\$0.00	\$378.15	\$378.15
<b>E1-3</b>	<b>3</b>	\$0.00	\$255.25	\$255.25
<b>E2-2</b>	<b>1</b>	\$0.00	\$122.90	\$122.90
<b>F1-3</b>	<b>6</b>	\$0.00	\$283.61	\$283.61
<b>F1-4</b>	<b>2</b>	\$0.00	\$340.32	\$340.32
<b>G10DV</b>	<b>4</b>	\$0.00	\$1,021.01	\$1,021.01
<b>G135</b>	<b>6</b>	\$0.00	\$226.89	\$226.89
<b>G25DV</b>	<b>7</b>	\$0.00	\$1,786.74	\$1,786.74
<b>G312</b>	<b>2</b>	\$0.00	\$1,380.23	\$1,380.23
<b>G50DV</b>	<b>1</b>	\$0.00	\$255.25	\$255.25
<b>J6</b>	<b>10</b>	\$0.00	\$378.15	\$378.15
<b>K14</b>	<b>8</b>	\$0.00	\$226.89	\$226.89
<b>K18</b>	<b>28</b>	\$0.00	\$1,323.51	\$1,323.51

K19	3	\$0.00	\$0.00	\$0.00
KDHC	1	\$0.00	\$9.46	\$9.46
L2-2.1	4	\$0.00	\$718.47	\$718.47
L2-2.1A5	3	\$0.00	\$226.89	\$226.89
L2-2.2	8	\$0.00	\$1,436.95	\$1,436.95
M2-2	18	\$0.00	\$850.83	\$850.83
M3-1.1	9	\$0.00	\$595.58	\$595.58
M3-12-ELEC	3	\$0.00	\$1,247.88	\$1,247.88
M3-2.1	3	\$0.00	\$226.89	\$226.89
M42-11	37	\$0.00	\$1,399.16	\$1,399.16
M42-13	16	\$0.00	\$605.03	\$605.03
M42-17	4	\$0.00	\$151.25	\$151.25
M5-2	3	\$0.00	\$85.07	\$85.07
M5-21	2	\$0.00	\$56.72	\$56.72
M5-23.1.1	19	\$0.00	\$359.25	\$359.25
M5-23.3.1	18	\$0.00	\$510.50	\$510.50
M5-23.7.1	3	\$0.00	\$85.07	\$85.07
M5-4	2	\$0.00	\$56.72	\$56.72
M5-5	10	\$0.00	\$283.61	\$283.61
M5-61.3	3	\$0.00	\$340.32	\$340.32
O1-0 ACSR	3326'	\$0.00	\$943.29	\$943.29
O1-0 TP	293'	\$0.00	\$360.10	\$360.10
O2 QP	123'	\$0.00	\$151.16	\$151.16
O2 TP	973'	\$0.00	\$919.83	\$919.83
O336 AAC	834'	\$0.00	\$788.45	\$788.45
O4 ACSR	4622'	\$0.00	\$1,310.84	\$1,310.84
O6 DP	408'	\$0.00	\$115.70	\$115.70
P30-5	2	\$0.00	\$302.51	\$302.51
P35-4	3	\$0.00	\$482.15	\$482.15
P35-5	2	\$0.00	\$321.43	\$321.43
P40-4	7	\$0.00	\$1,257.34	\$1,257.34
REC1P-ELEC	3	\$0.00	\$283.61	\$283.61
U2-0 ALTP	103'	\$0.00	\$194.74	\$194.74
UM2-1.3	3	\$0.00	\$141.82	\$141.82

<b>ZC1-1BN</b>	<b>1</b>	<b>\$0.00</b>	<b>\$103.99</b>	<b>\$103.99</b>
<b>ZC1B</b>	<b>1</b>	<b>\$0.00</b>	<b>\$66.18</b>	<b>\$66.18</b>
<b>ZC8B</b>	<b>1</b>	<b>\$0.00</b>	<b>\$501.04</b>	<b>\$501.04</b>
<b>ZM5-16B</b>	<b>1</b>	<b>\$0.00</b>	<b>\$66.18</b>	<b>\$66.18</b>
<b>G10DV</b> (Labor Only)	<b>1</b>	<b>\$0.00</b>	<b>\$255.25</b>	<b>\$255.25</b>
<b>G135</b> (Labor Only)	<b>3</b>	<b>\$0.00</b>	<b>\$113.46</b>	<b>\$113.46</b>
<b>G312</b> (Labor Only)	<b>1</b>	<b>\$0.00</b>	<b>\$690.12</b>	<b>\$690.12</b>
<b>G75</b> (Labor Only)	<b>3</b>	<b>\$0.00</b>	<b>\$765.75</b>	<b>\$765.75</b>
<b>Tree Trimming</b> (Labor Only)	<b>1</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>
<b>Traffic Control</b> (Labor Only)	<b>1</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>
<b>Switching</b> (Labor Only)	<b>1</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>
			<b>SUBTOTAL:</b>	<b>\$300,330.18</b>
			<b>TAX:</b>	
			<b>TOTAL:</b>	<b>\$300,330.18</b>

**DIRECT ALL INQUIRIES TO:**

Alan Herring - Electrical Distribution Design & Planning Manager

1-800-868-4791 Ext. 7520

[alan.herring@peci.com](mailto:alan.herring@peci.com)



## LAMAR TECHNICAL SERVICES, INC.

Please note that all information included in the attached cost estimate is strictly confidential and is intended only for the use of Hays County and Pedernales Electric Cooperative, Inc. (PEC) staff required to review. In no way shall this information be published, conveyed, transmitted or communicated in any fashion including to employees of Lamar Technical Services, Inc. (LTSI) or other vendors without prior written consent from LTSI.



**LAMAR TECHNICAL SERVICES, INC.**

2002 Windy Terrace  
 Cedar Park, TX 78613  
 (512) 996-8630

**STANDARD AGREEMENT COST ESTIMATE**

**MR\_KY20\_Burleson\_Miller to Center\_Beautification\_OH - WO# 143077 - PO# 4500076327**

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Engineering	1	Construction Drawings - Technician I	Hourly	150	\$105.00	\$15,750.00
	2	Field Staking - Line Staking Technician I	Hourly	90	\$105.00	\$9,450.00
	3	Field Staking - Line Staking Technician III	Hourly	45	\$55.00	\$2,475.00
	4	Staking Sheets - Technician I	Hourly	100	\$105.00	\$10,500.00
	5	GPS Mapping - Technician I	Hourly	50	\$105.00	\$5,250.00
	6	GPS Mapping - Technician III	Hourly	40	\$55.00	\$2,200.00
	7	Professional Engineer	Hourly	0	\$150.00	\$0.00
	8	Project Management - Technician I	Hourly	175	\$105.00	\$18,375.00
	9	Easements - Technician I	Hourly	15	\$105.00	\$1,575.00
	10	Reimbursement Agreement - Technician I	Hourly	15	\$105.00	\$1,575.00
	11	Hotel Expense	Daily	0	\$0.00	\$0.00
<b>TOTALS</b>				<b>680.00</b>		<b>\$67,150.00</b>
				Plus 25% incidentals		<b>\$ 83,937.50</b>

We appreciate the opportunity to provide an estimate for this project. Feel free to contact Blair Smith with any questions you may have.

Sincerely,

**Blair Smith**  
**Lamar Technical Services, Inc.**  
[blair.smith@lamartechnicalservices.com](mailto:blair.smith@lamartechnicalservices.com)



**LAMAR TECHNICAL SERVICES, INC.**

2002 Windy Terrace  
 Cedar Park, TX 78613  
 (512) 996-8630

**STANDARD AGREEMENT COST ESTIMATE**

**MR\_KY20\_Burleson\_Miller to Center\_Beautification\_UG - WO# 143078 - PO# 4500076324**

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Engineering	1	Construction Drawings - Technician I	Hourly	60	\$105.00	\$6,300.00
	2	Field Staking - Line Staking Technician I	Hourly	20	\$105.00	\$2,100.00
	3	Field Staking - Line Staking Technician III	Hourly	20	\$55.00	\$1,100.00
	4	Staking Sheets - Technician I	Hourly	50	\$105.00	\$5,250.00
	5	GPS Mapping - Technician I	Hourly	20	\$105.00	\$2,100.00
	6	GPS Mapping - Technician III	Hourly	15	\$55.00	\$825.00
	7	Professional Engineer	Hourly	0	\$150.00	\$0.00
	8	Project Managemant - Technician I	Hourly	90	\$105.00	\$9,450.00
	9	Easements - Technician I	Hourly	5	\$105.00	\$525.00
	10	Reimbursement Agreement - Technician I	Hourly	15	\$105.00	\$1,575.00
	11	Hotel Expense	Daily	0	\$0.00	\$0.00
<b>TOTALS</b>				<b>295.00</b>		<b>\$29,225.00</b>
				Plus 25% incidentals		<b>\$ 36,531.25</b>

**We appreciate the opportunity to provide an estimate for this project. Feel free to contact Blair Smith with any questions you may have.**

Sincerely,

**Blair Smith**  
**Lamar Technical Services, Inc.**  
[blair.smith@lamartechnicalservices.com](mailto:blair.smith@lamartechnicalservices.com)

## STANDARD UTILITY AGREEMENT

### City of Kyle Downtown Aesthetic Improvements

Project Boundary Border Limits:

Project to encompass an area with boundary Limits between  
Front Street to Nance Street & Lockhart Street to Moore Street

Project Letting Date: Described in Exhibit D.

This Standard Utility Agreement ("Agreement") by and between the City of Kyle, a Texas municipal corporation ("City") and Pedernales Electric Cooperative, Inc. ("Utility") acting by and through its duly authorized representative, (collectively, "Parties") shall be effective on the date of approval and execution by and on behalf of the City.

**WHEREAS**, the **City** has deemed it necessary to make certain aesthetic improvements and beautify the Downtown Block Area as designated by the **City** within the streets indicated in the Project Boundary Border Limits;

**WHEREAS**, the proposed street improvements and beautification will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work:

Convert overhead powerlines to underground within the Project Boundary Border limits, as more specifically identified by the City in writing, for the beautification of the City of Kyle; and more specifically shown in **Utility's** preliminary layout with associated estimated costs provided as Attachment "A" (the "Work");

**WHEREAS**, the **City** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities as provided for herein to the extent as the facility costs may be eligible for City participation.

**WHEREAS**, the **City**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

**NOW, THEREFORE, BE IT AGREED:**

The **City** will reimburse to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount of costs eligible for **City** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules, and regulations. **Utility** shall supply, upon request by the **City**, proof



of compliance with federal and state laws, rules, and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs for the Work by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **City**, or may, with the **City** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work here under will be submitted to **City** not later than 90 days after completion of the work.

Upon execution of this agreement by both parties, the **City** will, by written notice, (executed and completed appropriate Phase Order No. form attached), authorize the **Utility** to perform such work diligently by Phases. A Phase of Work shall not proceed until the City has executed the Standard Utility Agreement Phase Order form for the particular Phase of Work. The City Manager is authorized to execute Phase Order form up to an amount not to exceed one hundred thousand, \$100,000. Phase Order forms that cause the cost to the City to exceed \$100,000 must be approved by the City Council. The cost to be invoiced to the City under this Agreement and the completion date for the Phase of Work shall be set forth in each Phase Order form, and the completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **City** will, upon completion of each Phase of the Work and upon receipt of billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the billing up to the Final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement

Phase Order No. 1 Form for authorizing development of Preliminary Engineering documents:

2. Detailed preliminary layout and estimates of Cost for design, materials, labor, equipment, construction, internally or by sub-contractors. (Attachment "A").

Phase Order No. 2 Form for authorizing development of Engineering Design documents:

3. Plans, Specifications, and updated/revised Estimates of Costs (Attachment "B")
4. Utility's Accounting Method (Attachment 'C')
5. Utility's Schedule of Work and Estimated Date of Completion (Attachment "D")

6. Statement Covering Contract Work (Attachment "E")
7. Utility Joint Use Acknowledgement and or Utility Installation Request Form (Attachment "F")
8. Eligibility Ratio (Attachment "G")
9. Betterment Calculation and Estimates (Attachment "H")

Phase Order No. 3 Form for authorizing Adjustment of Utility Lines:

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement, or a written change or extra work order approved by the **City and Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized through an executed Phase Order No. 1 form and that such cancellation will not create any liability on the part of the **City**. However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The **City** may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the **City** to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the **City** with access to any information the **City** considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation of facilities at its own risk, and that **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall **Utility** or **City** be considered as or represent itself to be an agent of the other.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

EXECUTED in duplicate originals on this 28<sup>th</sup> day of July, 2021.

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: Alan Herring  
Electrical Distribution Design & Planning Manager  
Title

CITY OF KYLE

BY: [Signature]  
Authorized Signature  
City Manager  
Title

## Attachment "B"

### Plans, Specifications, and Estimated Costs

# "Participation or Notice of Buy America or Steel and Iron is Not a requirement of this Agreement"

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (\*).



Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.



There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.



We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

JSS  
Initial

7/28  
Date  
CITY

UH  
Initial

7-28-2021  
Date  
Utility

## Attachment "C" Accounting Method



### Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



### Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

7SS      7/28  
Initial      Date  
CITY

LH      7-28-2021  
Initial      Date  
Utility

## Attachment "D" Schedule of Work

Estimated Start Date Phase 1: July 26, 2021

Estimated Duration (week days): 10

Estimated Completion Date: August 9, 2021

Estimated Start Date Phase 2: August 16, 2021

Estimated Duration (week days): 20

Estimated Completion Date: September 14, 2021

Estimated Start Date Phase 3: October 5, 2021

Estimated Duration (week days): 50

Estimated Completion Date: December 15, 2021

7SS      7/28  
Initial      Date  
CITY

QH      7-28-2021  
Initial      Date  
Utility

## Attachment "E" Statement Covering Contract Work

### Construction Contract:

- Utility will provide a summary of own forces, contractors, sub-contractors job billings with copies of support documentation/invoices.
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

### Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will provide summary of own forces, consultant services and copy of invoices or actual costs.
- CITY will procure utility consultant.

JS      7/28  
Initial      Date  
CITY

LH      7-28-2021  
Initial      Date  
Utility

## Attachment "F" Utility Joint Use Agreement and/or Utility Installation Request

- Utility Joint Use Agreement (included)
  
- Utility Installation Review/Permit Number:

JS      7/28  
Initial      Date  
CITY

LH      7-28-2021  
Initial      Date  
Utility



## Attachment "G" Eligibility Ratio

Eligibility Ratio established: 100%

- Non-interstate Highway (Calculations attached)
- Interstate Highway

**ROW Utility Manual Chapter 8, Section 2**

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
<b>Totals</b>	<b>412</b>	<b>503</b>

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

7SS      7/28  
 Initial      Date  
 CITY

AK      7-28-2021  
 Initial      Date  
 Utility

## Attachment "H" Betterment Calculation and Estimate

- Elective Betterment Ratio established: \_\_\_\_\_ %  
(Calculation attached and justification below)
- Forced Betterment  
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:

JS      728  
Initial      Date  
CITY

QH      7-28-2021  
Initial      Date  
Utility

**STANDARD UTILITY AGREEMENT PHASE ORDER NO. 1**  
**City of Kyle Downtown Aesthetic Improvements**

Pursuant to the terms and conditions of our Standard Utility Agreement for the relocation of Pedernales Electric Cooperative, Inc. overhead lines along and adjoining the perimeter of City of Kyle Downtown Square executed and made effective the 28<sup>th</sup> day of July 2021 ("Contract") between City of Kyle ("Kyle") and Pedernales Electric Cooperative, Inc. ("Utility"), City hereby requests Utility perform and Utility agrees to perform the following enumerated services:

**Effective Date:** Phase Order No. 1 will be effective on July 28, 2021.

- 1. Project Identification: City of Kyle Downtown Aesthetics Improvements
- 2. Project Boundary Border Limits:

Project to encompass an area with boundary Limits between  
Front Street to Nance Street & Lockhart Street to Moore Street

3. Description of Proposed Project: Relocation of electric overhead lines to adjoining streets, alleys, overhead and underground as necessary around the perimeter of Old City Hall and the west side of Burleson Street from the alley between Moore Street and Miller Street to the alley between Center Street and Lockhart Street.

**A. SCOPE OF SERVICES**

Under Phase Order #1, Utility will perform the Preliminary Engineering functions of project development consisting of preparing - Detailed preliminary layout and estimates of Cost for design, materials, labor, equipment, construction, internally or by sub-contractors for relocation of existing overhead lines to adjoining streets and alleys for beautification of Downtown Square.

The City will review the Preliminary Engineering documents and will issue a Phase Order No. 2 if the costs are acceptable to the City. No work beyond Phase 1 is authorized or reimbursable by the City until which time Utility receives an executed Phase Order No. 2 work order form.

**B. COMPENSATION:** It is understood by Utility the City will furnish tax exempt certificates on eligible items.

The method of payment will be consistent with the requirements outlined in the Contract.

**C. SCHEDULE:** Utility proposes to complete the scope of work described herein no later than two weeks from date Phase Order #1 signed by both parties.

This Phase Order No. 1 and the above-referenced Contract constitute the complete understanding of the parties with respect to the Services specified herein.

**D. PHASE ORDER SUMMARY:**

Previous Phase Orders	\$	-0-
This Task Order	\$	
Total Through This Task Order	\$	

EXECUTED in duplicate originals on this 28<sup>th</sup> day of July, 2021.

Pedernales Electric Cooperative, Inc.

BY:

Alan Herring  
Electrical Distribution Design & Planning Manager  
Title

CITY OF KYLE

BY: [Signature]  
Authorized Signature  
City Manager  
Title

**ATTACHMENT F  
UTILITY JOINT USE ACKNOWLEDGEMENT  
REIMBURSABLE UTILITY ADJUSTMENT**

**County: Hays  
Project to encompass an area with  
Boundary limits between Front Street  
to Nance Street & Lockhart Street to  
Moore Street**

**Projected Letting Date: Described in Exhibit "D"**

**WHEREAS**, the City of Kyle, a Texas municipal corporation ("**City**"), has deemed it necessary to make certain aesthetic improvements and beautify the Main Streets of Kyle as indicated in the above described project boundary lines; and

**WHEREAS**, Pedernales Electric Cooperative, Inc., the ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, **City** and **Utility** (collectively, the "**parties**" mutually agree as follows):

It is agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify the **City of Kyle**, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify the **City of Kyle** promptly.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

**Utility** will, by written notice, advise the **City of Kyle** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City of Kyle** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the **City of Kyle** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

JS                      7/28  
Initial                      Date  
City

DH                      7-28-2021  
Initial                      Date  
Utility

The **Utility** and the **City of Kyle**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law. The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Utility: Pedernales Electric Cooperative, Inc.

City: City of Kyle

By: *Alan Herring*  
Authorized Signature  
Alan Herring  
Printed or Typed Name

By: *J. Scott Sellers*  
Authorized Signature  
J. Scott Sellers  
Printed or Typed Name

Title: *Electrical Distribution Design & Planning Manager*

Title: City Manager

Date: 7-28-2021

Date: 7/28/21

*JSS*  
Initial  
City

7/28  
Date

*AH*  
Initial  
Utility

7-28-2021  
Date

**STANDARD UTILITY AGREEMENT PHASE ORDER NO. 2**

City of Kyle Downtown Aesthetic Improvements

Pursuant to the terms and conditions of our Standard Utility Agreement for the relocation of Pedernales Electric Cooperative, Inc. overhead lines along and adjoining the perimeter of City of Kyle Downtown Square executed and made effective the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between City of Kyle ("City") and Pedernales Electric Cooperative, Inc. ("Utility"), City hereby requests Utility perform and Utility agrees to perform the following enumerated services:

**Effective Date:** Phase Order No. 2 will be effective on \_\_\_\_\_.

1. Project Identification: City of Kyle Downtown Aesthetics Improvements

2. Project Boundary Border Limits:

Project to encompass an area with boundary Limits between  
Front Street to Nance Street & Lockhart Street to Moore Street

3. Description of Proposed Project: Relocation of electric overhead lines to adjoining streets, alleys, overhead and underground as necessary around the perimeter of Old City Hall and west side of Burleson Street from the alley between Moore Street and Miller Street to the alley between Center Street and Lockhart Street.

**A. SCOPE OF SERVICES**

Under Phase Order No. 2, Utility will perform the Engineering Design functions of project development consisting of preparing: Plans, Specifications, and updated/revised Estimates of Costs (Attachment "B"); Utility's Accounting Method (Attachment 'C'); Utility's Schedule of Work and Estimated Date of Completion (Attachment "D"); Statement Covering Contract Work (Attachment "E"); Utility Joint Use Acknowledgement and or Utility Installation Request Form (Attachment "F"); Eligibility Ratio (Attachment "G"); Betterment Calculation and Estimates (Attachment "H").

The City will review the Preliminary Engineering documents developed under Phase 1 and will issue a Phase Order No. 2 if the costs are acceptable to the City. No work beyond Phase 1 is authorized or reimbursable by the City until Utility receives an executed Phase Order No. 2 work order form.

**B. COMPENSATION:** It is understood by Utility the City will furnish tax exempt certificates on eligible items.

The method of payment will be consistent with the requirements outlined in the Contract.

**C. SCHEDULE:** Utility proposes to complete the scope of work described herein no later than four weeks from date Phase Order No. 2 signed by both parties.

This Phase Order No. 2 and the above-referenced Contract constitute the complete understanding of the parties with respect to the Services specified herein.

**D. PHASE ORDER SUMMARY:**

Previous Phase Order #1	\$
This Task Order	\$
Total Through This Task Order	\$

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Pedernales Electric Cooperative, Inc.

BY:

\_\_\_\_\_

\_\_\_\_\_

Title

CITY OF KYLE

BY:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title



**STANDARD UTILITY AGREEMENT PHASE ORDER NO. 3**  
**City of Kyle Downtown Aesthetic Improvements**

Pursuant to the terms and conditions of our Standard Utility Agreement for the relocation of Pedernales Electric Cooperative, Inc. overhead lines along and adjoining the perimeter of City of Kyle Downtown Square executed and made effective the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Contract") between City of Kyle ("City") and Pedernales Electric Cooperative, Inc. ("Utility"), City hereby requests Utility perform and Utility agrees to perform the following enumerated services:

**Effective Date:** Phase Order No. 3 will be effective on \_\_\_\_\_.

1. Project Identification: City of Kyle Downtown Aesthetics Improvements

2. Project Boundary Border Limits:

Project to encompass an area with boundary Limits between  
Front Street to Nance Street & Lockhart Street to Moore Street

3. Description of Proposed Project: Relocation of electric overhead lines to adjoining streets, alleys, overhead and underground as necessary around the perimeter of Old City Hall and west side of Burleson Street from the alley between Moore Street and Miller Street to the alley between Center Street and Lockhart Street.

A. SCOPE OF SERVICES

Under Phase Order No. 3, Utility will adjust the agreed upon overhead lines by placing the necessary new infrastructure in place to provide the same electrical services as its current system with exception to City upgrades requested, (new three phase service to 104 S. Burleson and Mary Kyle Hartson Park improvements) for beautification of City of Kyle Downtown Square.

The City will review the estimated cost for construction developed under Phase 2 and will issue a Phase Order No. 3 if the costs are acceptable to the City. No work beyond Phase 2 is authorized or reimbursable by the City until Utility receives an executed Phase Order No. 3 work order form.

B. COMPENSATION: It is understood by Utility the City will furnish tax exempt certificates on eligible items.

The method of payment will be consistent with the requirements outlined in the Contract.

C. SCHEDULE: Utility proposes to complete the scope of work described herein no later than ten weeks from date Phase Order No. 3 signed by both parties.

This Phase Order No. 3 and the above-referenced Contract constitute the complete understanding of the parties with respect to the Services specified herein.

D. PHASE ORDER SUMMARY:

Previous Phase Orders	\$
This Task Order	\$
Total Through This Task Order	\$

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PEDERNALES ELECTRIC COOPERATIVE, INC.**

**BY:**

\_\_\_\_\_  
Title

**CITY OF KYLE**

**BY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



1120 S. Capital of Texas Highway  
CityView 2, Suite 100  
Austin, Texas 78746  
TBPE Firm #6535  
P - 512.338.1704 F - 512.338.1784  
kfriese.com

November 19, 2021

Ms. Jo Ann Garcia, PE  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

RE: Downtown Electrical Relocations  
VIA: E-Mail

Dear Ms. Garcia:

K Friese & Associates, Inc. (KFA) respectfully submits this proposal for the Downtown Electrical Relocations project. The total costs for the engineering services described herein is \$64,410.00. Thank you very much for the opportunity to continue to serve the City of Kyle. Please do not hesitate to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Blackburn', with a long horizontal flourish extending to the right.

Greg Blackburn, P.E.  
Project Manager

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

**PROJECT DESCRIPTION**

The City of Kyle (City) is relocating multiple overhead electrical lines to underground through downtown Kyle as part of the Downtown Kyle Beautification.

**SCOPE OF SERVICES**

The K Friese + Associates (KFA) team will provide engineering services in accordance with the terms and conditions of the Contract, including:

- Design Phase Services
- Bid Phase Services
- Construction Phase Services

Schneider Engineering, LLC (Schneider) is the electrical design subconsultant and will perform the technical design of the overhead electrical line relocations to underground.

McGray & McGray will provide limited topographic surveying services.

The scope of services to be provided is detailed in the following task descriptions.

**1. Design Phase Services**

- 1.1. Project Management - This task includes routine communication with the City, preparation of monthly project status reports; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring QA/QC efforts; and other activities associated with managing the project. It is assumed that the design phase will be completed in one (1) month, and one (1) in-person progress meeting will be attended throughout the design phase.
- 1.2. Site Visits – KFA will attend up to two (2) site visits during the design phase to review the proposed design and observe field conditions
- 1.3. Electrical Design – Schneider will design the electrical relocations, including plan sheets, contract documents, technical specifications, and cost estimate. A more detailed description of the electrical design scope is attached.
- 1.4. Survey – McGray & McGray will survey the project area to pick up existing utilities and add them to the project base file to be used for design. This item is a budgetary placeholder. A separate scope and fee will be submitted once the specific scope tasks for the surveyor are identified.

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

**2. Bid Phase Services**

- 2.1. Project Management - This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 2.2. Bid Advertisement – KFA will coordinate and assemble all contract documents for bidding, create a project bid advertisement on CivCast to post all required bid documents, including plan sheets, contract documents, technical specifications, responses to questions, and addenda.
- 2.3. Pre-Bid Conference – The KFA Team will assist the City in conducting one (1) pre-bid conference. The KFA Team will attend the pre-bid and present the project and assist in answering questions.
- 2.4. Bidder Questions – The KFA Team will assist the City in responding to technical questions received from bidders during the bid phase of the project.
- 2.5. Addenda - The KFA Team will assist the City in preparing and issuing required Addenda to the bidders. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
- 2.6. Bid Opening and Award Recommendation - The KFA Team will attend the bid opening, perform all bid tabulation, review bids, perform reference checks, and make an award recommendation to the City.

**3. Construction Phase Services**

- 3.1. Project Management - This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project. It is assumed that the construction phase will last four (4) months.
- 3.2. Conformed Documents - The KFA Team will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
- 3.3. Pre-Construction Conference - The KFA Team will attend a pre-construction conference with the City, Contractor, and other parties as appropriate, and prepare the meeting minutes.
- 3.4. Site Visits - The KFA Team will visit the site (4 visits) to check the progress of the work and verify general conformance with the project plans and technical specifications.
- 3.5. Submittal Reviews - The KFA Team will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

- 3.6. Requests for Information - The KFA Team will provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Four (4) RFI's have been assumed.
- 3.7. Contract Close-Out – The KFA Team will attend a final project walk-through, document “punch list items,” and issue an Engineer’s Concurrence for Project Acceptance letter.
- 3.8. Record Drawings – The KFA Team will use the Contractor’s redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City with one set of reproducible record drawings and provide one set of record drawings in electronic format.

**GENERAL ASSUMPTIONS**

1. This scope is based on the relocation of eight (8) locations from overhead electrical lines to underground, as shown on the attached exhibit.
2. KFA’s scope is limited to Project Management and coordination of the design effort. Schneider is responsible for all technical design and QA/QC of deliverables, as discussed in the attached scope.
3. No traffic control design is included in this scope. TxDOT traffic control standards will be provided in the plan set, but it is assumed that all traffic control will be the responsibility of the contractor.
4. No storm water pollution prevention plan (SWPPP) is included in this scope and will be the responsibility of the contractor.
5. The City will acquire all necessary easements.
6. The City will coordinate all necessary fencing adjustments or relocations on private property.
7. No geotechnical, environmental, or cultural resources investigations are included in this scope.
8. No relocations of utilities outside of the overhead electrical lines indicated in this scope are included.
9. Subsurface utility engineering (SUE) is not included in this scope.
10. Impacts to regulated floodplains are not anticipated.
11. All review, inspection, and permit fees will be paid for directly by the City.
12. City will provide to KFA all data in City’s possession relating to KFA’s services on the Project. KFA will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

SCOPE OF SERVICES  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS

13. City will give prompt notice to KFA whenever City observes or becomes aware of any development that affects the scope or timing of KFA's services.
14. The City shall examine information submitted by KFA and render in writing or otherwise provide comments and decisions in a timely manner.

**MANPOWER/BUDGET ESTIMATE  
CITY OF KYLE  
DOWNTOWN ELECTRICAL RELOCATIONS**

Task	\$200.00 Principal Hrs	\$160.00 QA/QC Engineer Hrs	\$190.00 Project Manager Hrs	\$145.00 Project Engineer Hrs	\$115.00 Engineer In-Training Hrs	\$100.00 Senior Technician Hrs	\$60.00 Admin Hrs	Subconsultants								
								Total Hrs	Labor Cost \$	Schneider \$	McGray & McGray \$	Total Subconsultants \$	Expenses \$	Total Cost \$		
<b>1 Design Phase Services</b>																
1.1 Project Management	1		20				6	27	\$4,360				\$0	\$50	\$4,410	
1.2 Site Visits (2)			6					6	\$1,140				\$0	\$100	\$1,240	
1.3 Electrical Design								0	\$0	\$32,200			\$32,200		\$32,200	
1.4 Survey			2					2	\$380		\$10,000		\$10,000		\$10,380	
<b>Subtotal Design Phase</b>																\$48,230
<b>2 Bid Phase Services</b>																
2.1 Project Management			12				2	14	\$2,400				\$0		\$2,400	
2.2 Bid Advertisement			12					12	\$2,280				\$0		\$2,280	
2.3 Pre-Bid Conference			2					2	\$380				\$0	\$50	\$430	
2.4 Bidder Questions			2					2	\$380				\$0		\$380	
2.5 Addenda			2					2	\$380				\$0		\$380	
2.6 Bid Opening & Award Recommendation			1					1	\$190				\$0	\$50	\$240	
<b>Subtotal Bid Phase</b>																\$6,110
<b>3 Construction Phase Services</b>																
3.1 Project Management			16				6	22	\$3,400				\$0		\$3,400	
3.2 Conformed Documents			1					1	\$190				\$0	\$50	\$240	
3.3 Pre-Construction Conference			2					2	\$380				\$0	\$50	\$430	
3.4 Site Visits (4)			8					8	\$1,520				\$0	\$200	\$1,720	
3.5 Submittal Reviews			12					12	\$2,280				\$0		\$2,280	
3.6 Requests for Information (4)			8					8	\$1,520				\$0		\$1,520	
3.7 Contract Close-Out			1					1	\$190				\$0	\$50	\$240	
3.8 Record Drawings			1					1	\$190				\$0	\$50	\$240	
<b>Subtotal Construction Phase</b>																\$10,070
<b>Total</b>	<b>1</b>	<b>0</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>123</b>	<b>\$21,560</b>	<b>\$32,200</b>	<b>\$10,000</b>		<b>\$42,200</b>	<b>\$650</b>	<b>\$64,410</b>	



SCHNEIDER ENGINEERING, LLC.



## PROFESSIONAL SERVICES AGREEMENT

PREPARED FOR  
K FRIESE + ASSOCIATES

NOVEMBER 19, 2021

## ATTACHMENT-1

---

<b>CLIENT:</b>	K Friese + Associates
<b>PROJECT:</b>	City of Kyle Underground Beautification

### **SCOPE OF WORK:**

“Schneider Engineering, LLC” as CONSULTANT will provide “K Friese + Associates” as CLIENT with engineering services related to the design and supporting bid document material of the electrical distribution system for the City of Kyle downtown area, based on the e-mail received from Jo Ann Garcia on November 8, 2021.

### **Layout and Design**

- Prepare a set of construction drawings for the electrical distribution system at eight overhead to underground conversions locations. Design and drawings to be based on approved plats, drawings, exhibits and other information provided by CLIENT. Loads to be determined from CLIENT provided information. Changes to the CLIENT-furnished loads, drawings, or other information after the design process has begun will result in additional costs.
- Provide construction specifications and general material take-offs for the installation of the electrical distribution system per the Pedernales Electrical Cooperative design criteria.
- Provide description of major material items to be installed as shown on layout drawings.
- Interim and final design review with CLIENT: CONSULTANT will maintain contact with the CLIENT and transmit preliminary review drawings during the design process to ensure details conform to project requirements. Upon completion of the design, CONSULTANT will submit final review drawings to the CLIENT for review prior to submittal to Pedernales Electrical Cooperative (PEC). CONSULTANT will update final review drawings per Client comments.
- Coordinate with PEC to obtain approved electrical plans: CONSULTANT will submit updated final review drawings to PEC for approval and update plans per PEC comments, not to exceed two iterations. Additional review iterations will result in additional costs.
- Five site visits are included: the initial site visit and four visits as needed for project completion.
- Coordinate additional survey work with City survey company.

### **Permits and Bidding**

- Provide material and labor bidding sheet with descriptions and quantities. Bid document to be created and assembled by others. Bidding document, advertisement, opening, recommendation by others. CONSULTANT will answer RFIs as needed for bid process.
- Attend Prebid meeting
- Project scope does not include construction bidding or contracting services.
- Project scope does not include Permits and applications.

### **Staking and Construction**

- Answer RFIs as requested. Re-design of approved plans will be at the expense of the CLIENT
- Staking and inspections by others.
- Attend Preconstruction meeting
- Submittal material reviews.
- Final walk project walk through
- Estimated construction duration is approximately 2 months.

**As-Built Documentation**

- CONSULTANT will provide electrical record drawings at the completion of construction. Contractor furnished "red line" drawings must be provided to make updates. Contractor is responsible for the accuracy of the red lines. Multiple iterations of record drawing updates due to inaccurate red line drawings will result in additional costs.

**Assumptions**

- Design of electrical facilities will be based on the finalized plat approved by the authority having jurisdiction. Developer will provide the finalized plat and associated CAD drawings. CAD drawings will be to scale and indicate the coordinate system and scale factor used. Finalized plat will include easements for electrical facilities. CAD drawings will show ROW limits and street details to include edge of pavement and striping.
- The CLIENT shall furnish to CONSULTANT, during the term of the design process, current information and data as necessary to perform the engineering services.
- It is the responsibility of the CLIENT to coordinate with other utilities for facility locations.
- CONSULTANT services do not include any description of easement requirements or easement drawings.
- Services do not include any additional off-site or other system improvements.
- Traffic control and plans to be provided by the contractor.

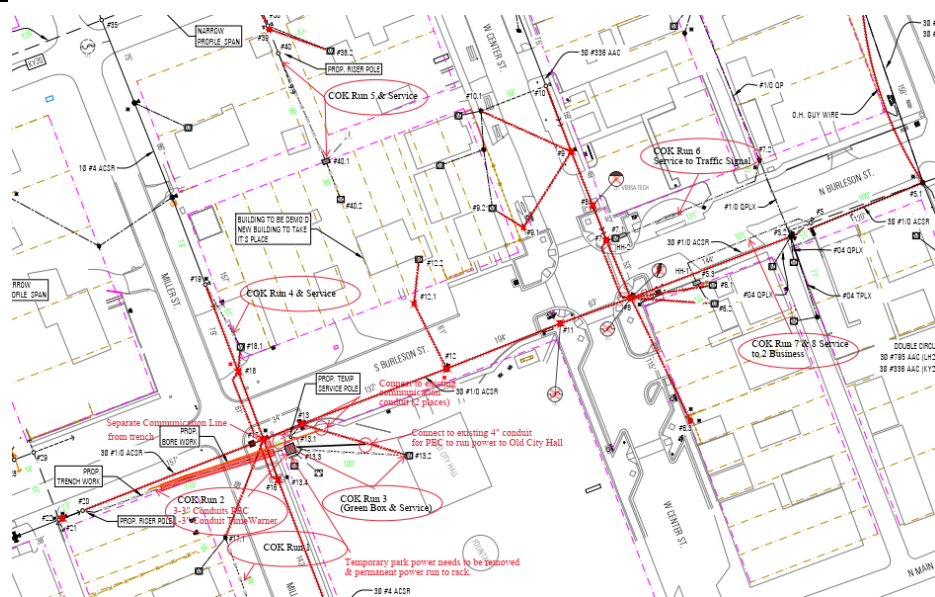
**COST PROPOSAL**

The estimated not to exceed cost for the engineering services for the scope of work outlined above is **\$32,200.**

**APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Project Area:**



## ATTACHMENT-2

The Owner shall pay the Engineer for services performed under this Agreement as follows:

POSITION	HOURLY RATE
President	\$250.00
Principal	\$230.00
Engineer VIII / Senior Consultant V	\$200.00
Engineer VII / Senior Consultant IV	\$185.00
Engineer VI / Senior Consultant III	\$170.00
Engineer V	\$155.00
Engineer IV	\$140.00
Engineer III	\$125.00
Engineer II	\$110.00
Engineer I	\$100.00
Project Manager V	\$180.00
Project Manager IV	\$165.00
Project Manager III / Senior Consultant II	\$155.00
Project Manager II / Senior Consultant I	\$140.00
Project Manager I	\$125.00
Project Analyst IV	\$120.00
Project Analyst III	\$105.00
Project Analyst II	\$90.00
Project Analyst I	\$75.00
Technician VI	\$135.00
Technician V	\$125.00
Technician IV / Designer III	\$110.00
Technician III / Designer II	\$95.00
Technician II / Designer I	\$85.00
Technician I	\$75.00
Technician Assistant	\$60.00
Administrative Staff	\$65.00
Administrative Assistant	\$55.00
Clerical	\$50.00

### **PERSONNEL OVERTIME CHARGES**

Hourly personnel overtime work will be invoiced at the base billing rate plus a multiplier of 1.5 times the employee hourly rate.

### **REIMBURSABLE EXPENSES**

- Mileage Reimbursement: \$0.62/mile for cars, \$0.80/mile for trucks, \$0.90/mile for fully equipped off-road survey trucks
- The following will be billed at cost plus 12%:
  - Copying costs
  - Transportation, subsistence and lodging
  - Approved sub-contract services



# CITY OF KYLE, TEXAS

## Park Maintenance RFPs

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Direct staff to issue and RFP for management services to include the maintenance of landscape, structures and furniture for the MKH, La Verde and Heroes Memorial parks with the required scope to ensure these parks are maintained to the Council's Stated "Gold Standard." ~ *J. Scott Sellers, City Manager*

**Other Information:** Respondents will be able to bid on all three park or each park separately. Responses will be required to include services for pest control, weed control, weeding, timely repair of equipment, furniture, landscape, irrigation systems, etc., as well as mostly reporting of activities.

Contracts will commence at the time a park is deeded over for city control.

**Legal Notes:**

**Budget Information:** A budget amendment will be required upon awarding of the contract(s).

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Alexander Tract

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* Approve an Ordinance of the City of Kyle, Texas, Authorizing and Approving Exchanges and Conveyances of Land with the Alexander Family Trust, By and Through Mary Jane Alexander as the Director of Mary Jane Alexander GP, the General Partner of BJ - MJ Alexander, LTD.; Making Findings of Fact; and Providing for Related Matters; and Repealing Ordinance No. 1154 in its entirety. ~ *Leon Barba, P.E., City Engineer*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Ordinance\_Swap\_Land\_Alexanders.12012021.2.withexhibits
- Special Warranty Deed.LandowntoCity.12012021
- Special Warranty Deed.CitytoLandowner.12012021
- Proposed City property
- Proposed Alexander property

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AUTHORIZING AND APPROVING EXCHANGES AND CONVEYANCES OF LAND WITH THE ALEXANDER FAMILY TRUST, BY AND THROUGH MARY JANE ALEXANDER AS TRUSTEE AND MARY JANE ALEXANDER AS THE DIRECTOR OF MARY JANE ALEXANDER GP, THE GENERAL PARTNER OF BJ -MJ ALEXANDER, LTD.; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City of Kyle, Texas (the “City”) is in the process of upgrading the roadway along County Road 158 (“CR 158”) where it intersects the frontage road on the east side of Interstate 35 (“Roadway Project”);

**Whereas**, the City owns parcels or portions of parcels of land on the southern side of CR 158, which is left over from right-of-way acquisition and/or dedication;

**Whereas**, The Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD. (the “Landowner”) own parcels or portions of parcels of land on the northern side of CR 158, which are needed for the upgrades to the Roadway Project;

**Whereas**, the Texas Local Government Code §272.001(b)(1) and (3) permits a city to be able to exchange property with a landowner under particularized conditions, to wit: (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances; or (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes. Further, §272.001(b) allows any land described thereunder to be conveyed, sold, or exchanged for less than the fair market value of the land or interest if the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple, which the Landowner does;

**Whereas**, the City previously approved a land swap under Ordinance No. 1154 which then required some additional modifications;

**Whereas**, the Landowners have accepted an offer to exchange property of an equal value to the property to be conveyed and in a location ideal for use as City road right-of-way and such exchange is hereby declared to be adequate compensation to authorize exchange of such properties.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:**

**Section 1. Findings of Fact.** The findings and recitations set out hereinabove are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Property to Landowner.** In consideration for receiving the conveyance of

property by the City to Landowner, as set forth and authorized in Section 3 below, the City Council hereby authorizes and directs the transfer/conveyance to the Landowner for acceptance and recordation the following property:

All of a certain 0.204 acre tract, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913 and recorded in Volume 64, Page 181 of the Hays County Deed Records, said portion having been reserved in a Deed from the Estate of R. J. Sledge to the Federal Land Bank of Houston dated January 5, 1939 and recorded in Volume 117, Page 563 of the Hays County Deed Records and said portion apparently being the subject of two affidavits concerning the "Sledge Filling Station" as recorded in Volume 2157, Page 73 and Page 76 of the Hays County Official Public Records as more particularly described in metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes ("Landowner Accepted Property").

**Section 3. Property to City.** In consideration of receiving the City's property described in Section 2 above, the Landowner hereby authorizes and directs the transfer/conveyance to the City for acceptance and recordation of the following property:

All of a certain 0.197 acre tract, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a portion of that 19.94 acre tract described in a Deed from Alex B. Kercheville et ux to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records, (and having been later partially conveyed in a Deed from Mary Jane Alexander, executrix to Mary Jane Alexander, Trustee dated December 3, 2007 and recorded in Volume 3368, Page 128 of the Hays County Official Plat Records) and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913, of record in Volume 64, Page 181 of the Deed Records of Hays County, Texas, as more particularly described in metes and bounds in Exhibit "B-1" attached hereto and incorporated herein for all purposes, together with

All of that certain 0.003 acres, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913, of record in Volume 64, Page 181 of the Deed Records of Hays County, Texas, as more particularly described in metes and bounds in Exhibit "B-2" attached hereto and incorporated herein for all purposes ("City Accepted Property").

**Section 4. Additional Consideration.** The following items constitute additional consideration from the City to the Landowner to facilitate the swap as shown further on Exhibit "C," attached hereto and incorporated herein for all purposes ("Additional Services/Items From City to Landowner"):

1. Fencing and Gates:



- a. New fencing on both sides of the new road. Exhibit “C” shows the approximate limits and locations.
  - b. The existing fences will be removed in the curved area of the existing road.
  - c. It includes two 12’ gates (with a removable center post) at the corner lot and one 12’ gate directly across the street.
  - d. The fence will have three barbed wires on top and the bottom will be goat fence (1-1/2” x 4” mesh); All 12’ gates will be wire filled.
  - e. Fence corners will be steel pipe H or corner braces. T-posts will be used in between the braces.
  - f. Meeting to be set up in the field with Landowner to confirm locations of all gates.
2. Changes to drainage, installation of a culvert, grading for runoff, filling in the drainage areas that are currently on the “new” Landowner’s lot as well as any additional filling in or reworking of existing ditches.
  3. Provision of two new water meters; location of one will be on the “new” Landowner’s lot and the other will be connected to the new waterline the City is installing in front of the house. Meter at second location will be at the property line between the two lots unless Landowner decides on a different location.
  4. City will pay for reconnection of the water line from the new location to the house based on Landowner’s plumbing estimate once new meter box is placed.
  5. City will provide the site plan for the zoning request. No fees will be charged by the City to initiate this request.
  6. Detention will not be required on the “new” lot.

**Section 4. Recordable Instruments.** To effectuate this property exchange, with no further monetary value being exchanged, the following is authorized:

(a) The City Council hereby authorizes and directs the Mayor of the City to execute and deliver a Special Warranty Deed, authorized in Section 2 above, in exchange for a properly executed and legally sufficient Special Warranty Deed, to be executed and delivered to the City as provided for in Section 3 above.

(b) The City Council further authorizes the Mayor to hold the Special Warranty Deed in escrow until such time as the Special Warranty Deed, conveying to the City the Land Property described in Section 3 above, from all owners has been recorded in the Hays County Deed Records. After the Mayor determines that the Special Warranty has been recorded, the Mayor will cause and direct the Special Warranty Deed, conveying to the Landowners the Landowner Accepted Property to be recorded in the Hays County Deed Records.

**Section 5. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 6. Savings Clause.** All rights and remedies of the City of Kyle are expressly saved as to any and all violations of the provisions of any ordinances affecting animals within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued

violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 7. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8. Repeal.** Ordinance No. 1154, previously approved by the City Council is hereby repealed in its entirety.

**Section 9. Open Meetings.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

**FINALLY PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

**The City of Kyle, Texas**

\_\_\_\_\_  
Jennifer Holm, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

**EXHIBIT "A"**

**Landowner Accepted Property**

**DESCRIPTION OF 0.204 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE "SLEDGE FILLING STATION" AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of that 19.94 acre tract described in a deed from Alex B. Kercheville et ux to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records and the west corner of the Sledge 204.91 acre tract, being within a roadway being used by the public also known as County Road 158 (and being the west corner of the "Sledge Filling Station" reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35' 58" E 22.45 feet to a point in the southwest line of the Alexander property, as fenced and used upon the ground;

**THENCE** leaving the record location of the Alexander 19.94 acre tract and the Sledge 204.91 acre tract with the common northeast line of Hays County Road No. 158 and the southwest line of the tract being fenced and used by the Alexander tract, the following three courses:

1. S 45° 50' 36" E 60.69 feet to a 2" pipe post for an angle point,
2. S 46° 51' 33" E 13.84 feet to a 8" tree for an angle point, and
3. S 65° 41' 20" E 10.31 feet to a 14" Hackberry tree at the intersection of the fence on the northeast side of Hays County Road No. 158 with the fence on the west side of a roadway used by the public known as "Old Post Road";

**THENCE** with said fence for the common east line of the Alexander tract as fenced and west line of Old Post Road, as fenced and used upon the ground, N 35° 22' 17" E 7.06 feet to a ½" iron rod set for the west corner and **PLACE OF BEGINNING** of this tract;

**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-2-c- dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of Old Post Road and the east line of the land fenced and used by the Alexander tract, the following three courses:

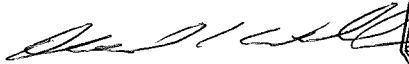
1. N 35° 22' 17" E 25.38 feet to a "T" post for an angle point,
2. N 11° 48' 23" E 18.72 feet to a "T" post for an angle point, and
3. N 05° 14' 06" E 37.38 feet to a concrete nail set for an angle point;

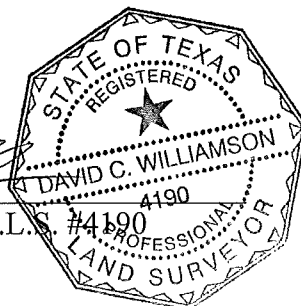
**THENCE** crossing Old Post Road N 45° 15' 00" E 102.71 feet to a ½" iron rod set for the north corner of this tract in a fence line on the east side of Old Post Road from which a ½" iron rod found for the west corner of Lot 18, Block M of the Post Oak Subdivision, Phase 6 as recorded in Volume 29, Page 11 of the Hays County Plat Records, being the southwest corner of a 10 foot wide strip of land dedicated to the public by said plat, and being an east line of the "1/5 acre" tract as shown on said plat (apparently being the "sledge Filling Station" tract) bears N 45° 15' 00" E 33.19 feet;

**THENCE** with a fence line on the southeast side of Old Post Road, the following seven courses:

1. S 29° 12' 16" W 12.82 feet to a 5" treated fence post for angle,
2. S 20° 36' 38" W 41.90 feet to a 5" treated fence post for an angle point,
3. S 13° 04' 34" W 21.11 feet to a 5" treated fence post for an angle point,
4. S 01° 18' 40" E 99.91 feet to an angle point,
5. S 21° 26' 16" E 55.29 feet to an angle point,
6. S 32° 05' 08" E 26.94 feet to an angle point, and
7. S 41° 28' 47" E 37.37 feet to a ½" iron rod found with a plastic cap stamped "Hodgkins" for the southeast corner of this tract, being in the northeast line of Hays County Road No. 158, and being the southerly west corner of a 10' wide strip of land dedicated to the public by aforereferenced plat of Post Oak Subdivision;

**THENCE** re-crossing Old Post Road with the projection of the northeast line of Hays County Road No. 158 **N 46° 21' 37" W 180.53 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.204 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
David C. Williamson, R.P.L.S. #4190



REV. 11-8-21  
Client: City of Kyle  
Date: October 6, 2021  
Survey: Jones, John, Abst No. 263  
County: Hays  
Job No: 27745-19-2  
FND 0.204 ac

**EXHIBIT “B-1”**

**City Accepted Property**

**DESCRIPTION OF 0.197 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A PORTION OF A 19.94 ACRE TRACT DESCRIBED IN A DEED FROM ALEX B. KERCHEVILLE ET UX TO EVA ELOIS ALEXANDER DATED DECEMBER 29, 1938 AND RECORDED IN VOLUME 117, PAGE 591 OF THE HAYS COUNTY DEED RECORDS, (AND HAVING BEEN LATER PARTIALLY CONVEYED IN A DEED FROM MARY JANE ALEXANDER, EXECUTRIX TO MARY JANE ALEXANDER, TRUSTEE DATED DECEMBER 3, 2007 AND RECORDED IN VOLUME 3368, PAGE 128 OF THE HAYS COUNTY OFFICIAL PLAT RECORDS), AND BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE “SLEDGE FILLING STATION” AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of the Alexander 19.94 acre tract and the west corner of the Sledge 204.91 acre tract, being within a roadway used by the public known as County Road No. 158 (and being the west corner of the “Sledge Filling Station” reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35’ 58” E 22.45 feet to a point in the southwest line of the Alexander property as currently fenced and used upon the ground and for the **PLACE OF BEGINNING** of this tract;



**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-1-c dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas, with the southwest line of the Alexander 19.94 acre tract, as fenced and used on the ground, being the northeast line of Hays County Road No. 158, as fenced and used by the public, **N 45° 50' 36" W 38.80 feet** to a ½" iron rod set for the west corner of this tract;

**THENCE** crossing the corner of the original Alexander 19.94 acre tract, the following two courses:

1. with a left breaking curve, having the following characteristics : central angle = 90° 33' 26", radius = 30.00 feet, arc length = 47.42 feet, and a chord which bears **N 88° 52' 41" E 42.63 feet** to a ½" iron rod set and
2. **N 43° 35' 58" E 282.54 feet** to a fence post in the northwest line, as fenced and used, of a roadway used by the public known as Old Post Road;

**THENCE** with the northwest line of Old Post Road, being the southeast line of the land fenced and used by the Alexander tract, the following seven courses:

1. **S 42° 34' 49" W 47.81 feet** to a "T" post for an angle point,
2. **S 40° 10' 36" W 31.72 feet** to a "T" post for an angle point,
3. **S 32° 35' 09" W 71.79 feet** to a "T" post for an angle point, pass at 30.20 feet a ½" iron rod set in the aforereferenced record common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract,
4. **S 25° 29' 48" W 31.83 feet** to a 2 ½" pipe post for an angle point,
5. **S 19° 28' 58" W 34.92 feet** to a "T" post for an angle point,
6. **S 10° 55' 17" W 14.80 feet** to a "T" post for an angle point, and
7. **S 05° 14' 06" W 10.41 feet** to a concrete nail set for an angle point;

**THENCE** leaving Old Post Road and entering the Alexander land, as fenced and used upon the ground, (still being within the record location of the Sledge 204.91 acre tract) **S 45° 15' 58" W 39.48 feet** to a ½" iron rod set;

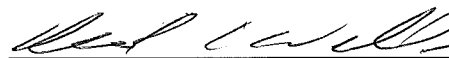
**THENCE** with a left-breaking curve, having the following characteristics: central angle = 91° 36' 37", radius = 30.00 feet, arc length = 47.97 feet, and a chord which bears **S 00° 33' 19" E 43.02 feet** to a ½" iron rod set;

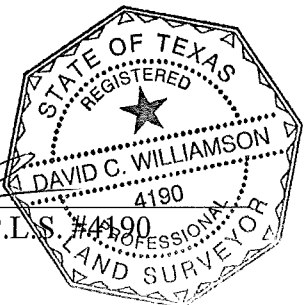
**THENCE** **S 46° 21' 37" E 7.87 feet** to a ½" iron rod set in a fence line for the east corner of this tract, being in the east line of the area occupied and used by the Alexander tract and being in the west line of the aforereferenced Old Post Road;

**THENCE** with said fence **S 35° 22' 17" W 7.06 feet** to a 14" Hackberry tree at the intersection of the fence along Old Post Road and the fence along the aforereferenced Hays County Road No. 158;

**THENCE** with the northeast line of the County Road No. 158 being the southwest line of the land fenced and used by the Alexander tract, the following three courses:

1. **N 65° 41' 20" W 10.31 feet** to a 3" tree for an angle point,
2. **N 46° 51' 33" W 13.84 feet** to a 2" pipe post for an angle point, and
3. **N 45° 50' 36" W 60.69 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.197 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
David C. Williamson, R.P.L.S. #4190



REV 11-8-21

Client: City of Kyle

Date: October 6, 2021

Survey: Jones, John, Abst No. 263

County: Hays

Job No: 27745-19-1

FND 0.197 ac

**EXHIBIT “B-2”**

**City Accepted Property**

**DESCRIPTION OF 0.003 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE "SLEDGE FILLING STATION" AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of that 19.94 acre tract described in a deed from Alex B. Kercheville et ux to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records and the west corner of the Sledge 204.91 acre tract, being within a roadway being used by the public also known as County Road 158 (and being the west corner of the "Sledge Filling Station" reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35' 58" E 22.45 feet to a point in the southwest line of the Alexander property, as fenced and used upon the ground;

**THENCE** leaving the record location of the Alexander 19.94 acre tract and the Sledge 204.91 acre tract with the common northeast line of Hays County Road No. 158 and the southwest line of the tract being fenced and used by the Alexander tract, the following three courses:

1. S 45° 50' 36" E 60.69 feet to a 2" pipe post for an angle point,
2. S 46° 51' 33" E 13.84 feet to a 8" tree for an angle point, and
3. S 65° 41' 20" E 10.31 feet to a 14" Hackberry tree at the intersection of the fence on the northeast side of Hays County Road No. 158 with the fence on the west side of a roadway used by the public known as "Old Post Road";

**THENCE** leaving Hays County Road No. 158 with the common west line of Old Post Road and the east line of the land fenced and used by the Alexander tract, the following three courses:

1. N 35° 22' 17" E 32.44 feet to a "T" post for an angle point,
2. N 11° 48' 23" E 18.72 feet to a "T" post for an angle point, and
3. N 05° 14' 06" E 37.38 feet to a concrete nail set for an angle point;

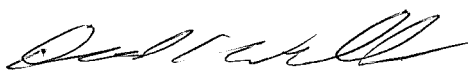
**THENCE** leaving the fence and crossing Old Post Road N 45° 15' 00" E 102.71 feet to a ½" iron rod set for the south corner and **PLACE OF BEGINNING** of this tract in a fence line on the southeast side of Old Post Road;

**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-1-c dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas with a fence line on the southeast side of Old Post Road, the following two courses:

1. N 29° 12' 16" E 11.75 feet to a fence post for angle point and
2. N 36° 19' 00" E 29.07 feet to a ½" iron rod set for the north corner of this tract in the southwest end of 10 foot wide strip of land dedicated to the public by the plat of the Post Oak Subdivision, Phase 6 as recorded in Volume 29, Page 11 of the Hays County Plat Records and being in the east line of the "1/5 acre" tract as shown on said plat (apparently being the "Sledge Filling Station" tract) and from which a ½" iron rod found for the west corner of said 10' wide strip bears N 03° 17' 04" W 3.71 feet;

**THENCE** with the southwest end of said 10' wide strip S 03° 27' 04" E 10.33 feet to a concrete nail found for the west corner of Lot 18 of Block M of said subdivision;

**THENCE** crossing the corner of an area fenced and used by the Alexander tract S 45° 15' 00" W 33.19 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.003 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
 David C. Williamson, R.P.L.S.



REV. 11-8-21  
 Client: City of Kyle  
 Date: October 6, 2021  
 Survey: Jones, John, Abst No. 263  
 County: Hays  
 Job No: 27745-19-2  
 FND 0.003 ac

## EXHIBIT “C”

### Additional Services/Items From City to Landowner

1. Moving adjacent gate for triangle property directly across from the dual gate. Meeting to be set up in the field with Mr. Alexander to confirm locations of all gates.
2. Dual gates to have ground anchor to latch at the center as noted on attached diagram.
3. All 12’ gates will be wire filled. Example as follows:  
[https://www.tractorsupply.com/tsc/product/wire-filled-gate-12-ft-3611004?store=1600&cm\\_mmc=feed--GoogleShopping--Product--3611004&gclid=EAIaIQobChMI0fLf3oPj8AIV4GxvBB2NDAI2EAQYASABEgLoPPD\\_BwE](https://www.tractorsupply.com/tsc/product/wire-filled-gate-12-ft-3611004?store=1600&cm_mmc=feed--GoogleShopping--Product--3611004&gclid=EAIaIQobChMI0fLf3oPj8AIV4GxvBB2NDAI2EAQYASABEgLoPPD_BwE)
4. Proposed gate leading to house removed.
5. Changes to drainage, installation of a culvert, grading for runoff, and inclusion/changes to ditches as noted on attached diagram
6. Provision of new water meters as noted on attached diagram.

SPECIAL WARRANTY DEED  
DEDICATION OF RIGHT-OF-WAY

THE STATE OF TEXAS                   §

COUNTY OF HAYS                   §     **KNOW ALL PERSONS BY THESE PRESENTS:**

That **The Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD.**, hereinafter called "**Grantor**," for and in consideration of 10.00 dollars, together with other good and valuable consideration, to Grantor provided by **The City of Kyle, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**," the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City, described as follows:

All of a certain 0.197 acre tract, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a portion of that 19.94 acre tract described in a Deed from Alex B. Kercheville et ux. to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records, (and having been later partially conveyed in a Deed from Mary Jane Alexander, executrix to Mary Jane Alexander, Trustee dated December 3, 2007 and recorded in Volume 3368, Page 128 of the Hays County Official Plat Records) and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913, of record in Volume 64, Page 181 of the Deed Records of Hays County, Texas, as more particularly described in metes and bounds in Exhibit "A-1" attached hereto and incorporated herein for all purposes, together with

All of that certain 0.003 acres, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913, of record in Volume 64, Page 181 of the Deed Records of Hays County, Texas, as more particularly described in metes and bounds in Exhibit "A-2" attached hereto and incorporated herein for all purposes ("City Accepted Property").

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, or now in force and existing of record in the office of the County Clerk of Hays County, Texas, to which reference is here made for all purposes.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Kyle, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Kyle, Texas**, the said Grantee, its successors and assigns,

against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

**EXECUTED** on this the \_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD.,**

By: \_\_\_\_\_  
Name: Mary Jane Alexander  
Title: Trustee, Alexander Family Trust

By: \_\_\_\_\_  
Name: Mary Jane Alexander  
Title: Director, Mary Jane Alexander GP,  
The general partner of BJ-MJ Alexander, LTD.

**THE STATE OF TEXAS   §**  
  §  
**COUNTY OF HAYS       §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mary Jane Alexander, Trustee of Alexander Family Trust, and Mary Jane Alexander, Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD., Grantor 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.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_ day of \_\_\_\_\_2021.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Travis Mitchell, Mayor



**AFTER RECORDING PLEASE RETURN TO:**

City of Kyle  
City Secretary  
P.O. Box 40  
Kyle, Texas 78640-0040

**EXHIBIT A-1**

**City Accepted Property**

**DESCRIPTION OF 0.197 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A PORTION OF A 19.94 ACRE TRACT DESCRIBED IN A DEED FROM ALEX B. KERCHEVILLE ET UX TO EVA ELOIS ALEXANDER DATED DECEMBER 29, 1938 AND RECORDED IN VOLUME 117, PAGE 591 OF THE HAYS COUNTY DEED RECORDS, (AND HAVING BEEN LATER PARTIALLY CONVEYED IN A DEED FROM MARY JANE ALEXANDER, EXECUTRIX TO MARY JANE ALEXANDER, TRUSTEE DATED DECEMBER 3, 2007 AND RECORDED IN VOLUME 3368, PAGE 128 OF THE HAYS COUNTY OFFICIAL PLAT RECORDS), AND BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE “SLEDGE FILLING STATION” AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of the Alexander 19.94 acre tract and the west corner of the Sledge 204.91 acre tract, being within a roadway used by the public known as County Road No. 158 (and being the west corner of the “Sledge Filling Station” reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35’ 58” E 22.45 feet to a point in the southwest line of the Alexander property as currently fenced and used upon the ground and for the **PLACE OF BEGINNING** of this tract;

**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-1-c dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas, with the southwest line of the Alexander 19.94 acre tract, as fenced and used on the ground, being the northeast line of Hays County Road No. 158, as fenced and used by the public, **N 45° 50' 36" W 38.80 feet** to a ½" iron rod set for the west corner of this tract;

**THENCE** crossing the corner of the original Alexander 19.94 acre tract, the following two courses:

1. with a left breaking curve, having the following characteristics : central angle = 90° 33' 26", radius = 30.00 feet, arc length = 47.42 feet, and a chord which bears **N 88° 52' 41" E 42.63 feet** to a ½" iron rod set and
2. **N 43° 35' 58" E 282.54 feet** to a fence post in the northwest line, as fenced and used, of a roadway used by the public known as Old Post Road;

**THENCE** with the northwest line of Old Post Road, being the southeast line of the land fenced and used by the Alexander tract, the following seven courses:

1. **S 42° 34' 49" W 47.81 feet** to a "T" post for an angle point,
2. **S 40° 10' 36" W 31.72 feet** to a "T" post for an angle point,
3. **S 32° 35' 09" W 71.79 feet** to a "T" post for an angle point, pass at 30.20 feet a ½" iron rod set in the aforereferenced record common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract,
4. **S 25° 29' 48" W 31.83 feet** to a 2 ½" pipe post for an angle point,
5. **S 19° 28' 58" W 34.92 feet** to a "T" post for an angle point,
6. **S 10° 55' 17" W 14.80 feet** to a "T" post for an angle point, and
7. **S 05° 14' 06" W 10.41 feet** to a concrete nail set for an angle point;

**THENCE** leaving Old Post Road and entering the Alexander land, as fenced and used upon the ground, (still being within the record location of the Sledge 204.91 acre tract) **S 45° 15' 58" W 39.48 feet** to a ½" iron rod set;

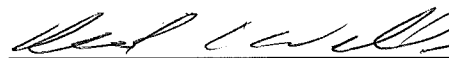
**THENCE** with a left-breaking curve, having the following characteristics: central angle = 91° 36' 37", radius = 30.00 feet, arc length = 47.97 feet, and a chord which bears **S 00° 33' 19" E 43.02 feet** to a ½" iron rod set;

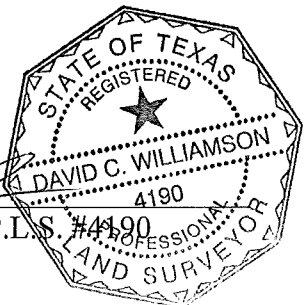
**THENCE** **S 46° 21' 37" E 7.87 feet** to a ½" iron rod set in a fence line for the east corner of this tract, being in the east line of the area occupied and used by the Alexander tract and being in the west line of the aforereferenced Old Post Road;

**THENCE** with said fence **S 35° 22' 17" W 7.06 feet** to a 14" Hackberry tree at the intersection of the fence along Old Post Road and the fence along the aforereferenced Hays County Road No. 158;

**THENCE** with the northeast line of the County Road No. 158 being the southwest line of the land fenced and used by the Alexander tract, the following three courses:

1. **N 65° 41' 20" W 10.31 feet** to a 3" tree for an angle point,
2. **N 46° 51' 33" W 13.84 feet** to a 2" pipe post for an angle point, and
3. **N 45° 50' 36" W 60.69 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.197 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
David C. Williamson, R.P.L.S. #4190



REV 11-8-21

Client: City of Kyle

Date: October 6, 2021

Survey: Jones, John, Abst No. 263

County: Hays

Job No: 27745-19-1

FND 0.197 ac

**EXHIBIT A-2**

**City Accepted Property**

**DESCRIPTION OF 0.003 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE "SLEDGE FILLING STATION" AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of that 19.94 acre tract described in a deed from Alex B. Kercheville et ux to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records and the west corner of the Sledge 204.91 acre tract, being within a roadway being used by the public also known as County Road 158 (and being the west corner of the "Sledge Filling Station" reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35' 58" E 22.45 feet to a point in the southwest line of the Alexander property, as fenced and used upon the ground;

**THENCE** leaving the record location of the Alexander 19.94 acre tract and the Sledge 204.91 acre tract with the common northeast line of Hays County Road No. 158 and the southwest line of the tract being fenced and used by the Alexander tract, the following three courses:

1. S 45° 50' 36" E 60.69 feet to a 2" pipe post for an angle point,
2. S 46° 51' 33" E 13.84 feet to a 8" tree for an angle point, and
3. S 65° 41' 20" E 10.31 feet to a 14" Hackberry tree at the intersection of the fence on the northeast side of Hays County Road No. 158 with the fence on the west side of a roadway used by the public known as "Old Post Road";

**THENCE** leaving Hays County Road No. 158 with the common west line of Old Post Road and the east line of the land fenced and used by the Alexander tract, the following three courses:

1. N 35° 22' 17" E 32.44 feet to a "T" post for an angle point,
2. N 11° 48' 23" E 18.72 feet to a "T" post for an angle point, and
3. N 05° 14' 06" E 37.38 feet to a concrete nail set for an angle point;

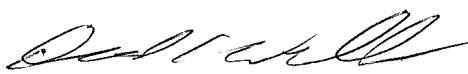
**THENCE** leaving the fence and crossing Old Post Road N 45° 15' 00" E 102.71 feet to a ½" iron rod set for the south corner and **PLACE OF BEGINNING** of this tract in a fence line on the southeast side of Old Post Road;

**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-1-c dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas with a fence line on the southeast side of Old Post Road, the following two courses:

1. N 29° 12' 16" E 11.75 feet to a fence post for angle point and
2. N 36° 19' 00" E 29.07 feet to a ½" iron rod set for the north corner of this tract in the southwest end of 10 foot wide strip of land dedicated to the public by the plat of the Post Oak Subdivision, Phase 6 as recorded in Volume 29, Page 11 of the Hays County Plat Records and being in the east line of the "1/5 acre" tract as shown on said plat (apparently being the "Sledge Filling Station" tract) and from which a ½" iron rod found for the west corner of said 10' wide strip bears N 03° 17' 04" W 3.71 feet;

**THENCE** with the southwest end of said 10' wide strip S 03° 27' 04" E 10.33 feet to a concrete nail found for the west corner of Lot 18 of Block M of said subdivision;

**THENCE** crossing the corner of an area fenced and used by the Alexander tract S 45° 15' 00" W 33.19 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.003 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
 David C. Williamson, R.P.L.S.



REV. 11-8-21  
 Client: City of Kyle  
 Date: October 6, 2021  
 Survey: Jones, John, Abst No. 263  
 County: Hays  
 Job No: 27745-19-2  
 FND 0.003 ac



SPECIAL WARRANTY DEED  
DEDICATION OF RIGHT-OF-WAY

THE STATE OF TEXAS           §

COUNTY OF HAYS               §     **KNOW ALL PERSONS BY THESE PRESENTS:**

That the **City of Kyle, Texas**, a Texas municipal corporation, hereinafter called "**Grantor**," for and in consideration of Ten Dollars (\$10.00), together with other good and valuable consideration, to Grantor provided by **Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD.**, hereinafter called "**Grantee**," the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City, described as follows:

All of a certain 0.204 acre tract, more or less, of land out of the John Jones Survey, Abstract No. 263, Hays County, Texas, and being a remaining portion of that 204.91 acre tract described in a Deed from Will G. Barber to R.J. Sledge dated May 29, 1913 and recorded in Volume 64, Page 181 of the Hays County Deed Records, said portion having been reserved in a Deed from the Estate of R. J. Sledge to the Federal Land Bank of Houston dated January 5, 1939 and recorded in Volume 117, Page 563 of the Hays County Deed Records and said portion apparently being the subject of two affidavits concerning the "Sledge Filling Station" as recorded in Volume 2157, Page 73 and Page 76 of the Hays County Official Public Records as more particularly described in metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes ("Landowner Accepted Property").

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, or now in force and existing of record in the office of the County Clerk of Hays County, Texas, to which reference is here made for all purposes.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD.**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The Alexander Family Trust, by and through Mary Jane Alexander as Trustee and Mary Jane Alexander as the Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD.**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

**EXECUTED** on this the \_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**The City of Kyle, Texas,  
A Municipal corporation of Texas**

By: \_\_\_\_\_  
Name: Travis Mitchell  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

**THE STATE OF TEXAS    §  
  §  
COUNTY OF HAYS        §**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mary Jane Alexander, Trustee of Alexander Family Trust, and Mary Jane Alexander, Director of Mary Jane Alexander GP, the general partner of BJ -MJ Alexander, LTD., Grantor 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.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_ day of \_\_\_\_\_2021.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
The Alexander Family Trust, by and through  
Mary Jane Alexander as Trustee and Mary Jane  
Alexander as the Director of Mary Jane Alexander  
GP, the general partner of BJ -MJ Alexander, LTD.

**AFTER RECORDING PLEASE RETURN TO:**

City of Kyle  
City Secretary  
P.O. Box 40  
Kyle, Texas 78640-0040

**EXHIBIT "A"**

**Landowner Accepted Property**

**DESCRIPTION OF 0.204 ACRES, MORE OR LESS, OF LAND AREA, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT 204.91 ACRE TRACT DESCRIBED IN A DEED FROM WILL G. BARBER TO R. J. SLEDGE DATED MAY 29, 1913 AND RECORDED IN VOLUME 64, PAGE 181 OF THE HAYS COUNTY DEED RECORDS, SAID PORTION HAVING BEEN RESERVED IN A DEED FROM THE ESTATE OF R. J. SLEDGE TO THE FEDERAL LAND BANK OF HOUSTON DATED JANUARY 5, 1939 AND RECORDED IN VOLUME 117, PAGE 563 OF THE HAYS COUNTY DEED RECORDS AND SAID PORTION APPARENTLY BEING THE SUBJECT OF TWO AFFIDAVITS CONCERNING THE "SLEDGE FILLING STATION" AS RECORDED IN VOLUME 2157, PAGE 73 AND PAGE 76 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a calculated point for the record south corner of that 19.94 acre tract described in a deed from Alex B. Kercheville et ux to Eva Elois Alexander dated December 29, 1938 and recorded in Volume 117, Page 591 of the Hays County Deed Records and the west corner of the Sledge 204.91 acre tract, being within a roadway being used by the public also known as County Road 158 (and being the west corner of the "Sledge Filling Station" reserved tract);

**THENCE** with the common southeast line of the Alexander 19.94 acre tract and the northwest line of the Sledge 204.91 acre tract N 43° 35' 58" E 22.45 feet to a point in the southwest line of the Alexander property, as fenced and used upon the ground;

**THENCE** leaving the record location of the Alexander 19.94 acre tract and the Sledge 204.91 acre tract with the common northeast line of Hays County Road No. 158 and the southwest line of the tract being fenced and used by the Alexander tract, the following three courses:

1. S 45° 50' 36" E 60.69 feet to a 2" pipe post for an angle point,
2. S 46° 51' 33" E 13.84 feet to a 8" tree for an angle point, and
3. S 65° 41' 20" E 10.31 feet to a 14" Hackberry tree at the intersection of the fence on the northeast side of Hays County Road No. 158 with the fence on the west side of a roadway used by the public known as "Old Post Road";

**THENCE** with said fence for the common east line of the Alexander tract as fenced and west line of Old Post Road, as fenced and used upon the ground, N 35° 22' 17" E 7.06 feet to a ½" iron rod set for the west corner and **PLACE OF BEGINNING** of this tract;

**THENCE** leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27745-19-2-c- dated October 6, 2021 as prepared for the City of Kyle by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of Old Post Road and the east line of the land fenced and used by the Alexander tract, the following three courses:

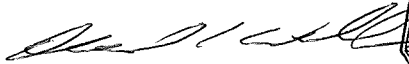
1. N 35° 22' 17" E 25.38 feet to a "T" post for an angle point,
2. N 11° 48' 23" E 18.72 feet to a "T" post for an angle point, and
3. N 05° 14' 06" E 37.38 feet to a concrete nail set for an angle point;

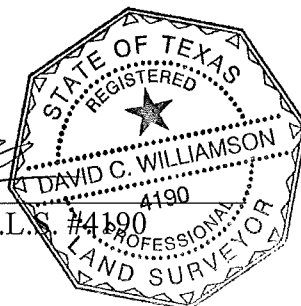
**THENCE** crossing Old Post Road N 45° 15' 00" E 102.71 feet to a ½" iron rod set for the north corner of this tract in a fence line on the east side of Old Post Road from which a ½" iron rod found for the west corner of Lot 18, Block M of the Post Oak Subdivision, Phase 6 as recorded in Volume 29, Page 11 of the Hays County Plat Records, being the southwest corner of a 10 foot wide strip of land dedicated to the public by said plat, and being an east line of the "1/5 acre" tract as shown on said plat (apparently being the "sledge Filling Station" tract) bears N 45° 15' 00" E 33.19 feet;

**THENCE** with a fence line on the southeast side of Old Post Road, the following seven courses:

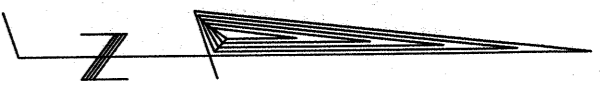
1. S 29° 12' 16" W 12.82 feet to a 5" treated fence post for angle,
2. S 20° 36' 38" W 41.90 feet to a 5" treated fence post for an angle point,
3. S 13° 04' 34" W 21.11 feet to a 5" treated fence post for an angle point,
4. S 01° 18' 40" E 99.91 feet to an angle point,
5. S 21° 26' 16" E 55.29 feet to an angle point,
6. S 32° 05' 08" E 26.94 feet to an angle point, and
7. S 41° 28' 47" E 37.37 feet to a ½" iron rod found with a plastic cap stamped "Hodgkins" for the southeast corner of this tract, being in the northeast line of Hays County Road No. 158, and being the southerly west corner of a 10' wide strip of land dedicated to the public by aforereferenced plat of Post Oak Subdivision;

**THENCE** re-crossing Old Post Road with the projection of the northeast line of Hays County Road No. 158 **N 46° 21' 37" W 180.53 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.204 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2021 and October, 2021 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.

  
David C. Williamson, R.P.L.S. #4190



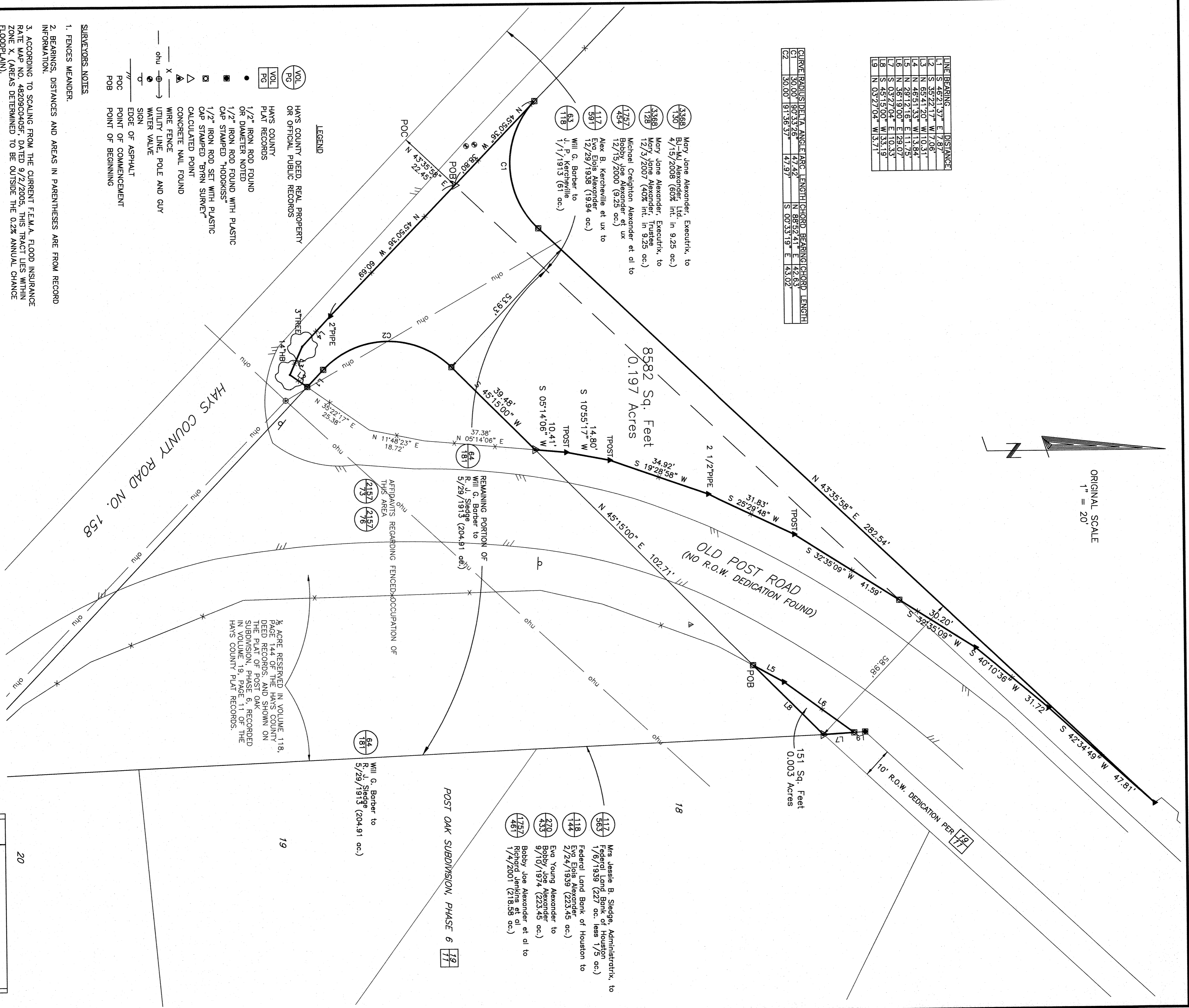
REV. 11-8-21  
Client: City of Kyle  
Date: October 6, 2021  
Survey: Jones, John, Abst No. 263  
County: Hays  
Job No: 27745-19-2  
FND 0.204 ac



ORIGINAL SCALE  
1" = 20'

LINE BEARING	DISTANCE
L1	S 48°21'37" E 7.87'
L2	S 35°22'17" W 7.06'
L3	N 65°41'20" W 10.31'
L4	N 48°51'33" W 13.84'
L5	N 29°12'16" E 11.75'
L6	N 36°19'00" E 29.07'
L7	S 03°27'04" E 10.33'
L8	S 45°15'00" W 33.19'
L9	N 03°27'04" W 3.71'

CURVE RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00°	90.33'±	N 88°52'41" E	42.63'
C2	30.00°	91.36'±	S 00°33'19" E	43.02'



- LEGEND**
- ⊙ VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
  - ⊙ VOL HAYS COUNTY PLAT RECORDS
  - 1/2" IRON ROD FOUND OR DIAMETER NOTED
  - 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HODGKISS"
  - ⊠ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
  - △ CALCULATED POINT
  - ▲ CONCRETE NAIL FOUND
  - X — WIRE FENCE
  - OHU — UTILITY LINE, POLE AND GUY
  - ⊕ WATER VALVE
  - ⊖ SIGN
  - / — EDGE OF ASPHALT
  - ⊙ POC POINT OF COMMENCEMENT
  - ⊙ POB POINT OF BEGINNING

**SURVEYORS NOTES**

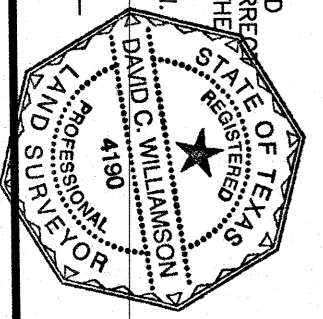
1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 4820900405F, DATED 9/2/2005, THIS TRACT LIES WITHIN RATE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/6/2021 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.

CLIENT: CITY OF KYLE  
 DATE: 10/6/2021  
 OFFICE: K. SMITH  
 CREW: K. SMITH  
 FB/P/G: 770/46  
 PLAT NO. 27745-19-1-c

TO THE CITY OF KYLE, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/6/2021, THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



1/2 ACRE RESERVED IN VOLUME 118, PAGE 144 OF THE HAYS COUNTY DEED RECORDS, AND SHOWN ON THE PLAT OF POST OAK SUBDIVISION, PHASE 6, RECORDED IN VOLUME 19, PAGE 11 OF THE HAYS COUNTY PLAT RECORDS.

POST OAK SUBDIVISION, PHASE 6

1117 Mrs. Jessie B. Sledge, Administratrix, to Federal Land Bank of Houston 1/6/1939 (227 ac. less 1/5 ac.)  
 563 Federal Land Bank of Houston to 5/2/47/1939 (223.45 ac.)  
 118 Eva Young Alexander to 9/10/1974 (223.45 ac.)  
 114 Bobby Joe Alexander to 9/10/1974 (223.45 ac.)  
 433 Bobby Joe Alexander et al to 1/4/2001 (218.58 ac.)  
 1757 461

64 Will G. Barber to R. J. Sledge 5/29/1913 (204.91 ac.)  
 181

64 AFFIDAVITS REGARDING FENCED OCCUPATION OF THIS AREA  
 2157  
 73  
 2157  
 76



P.O. BOX 1433 SAN MARCOS, TEXAS 78667  
 PHONE 512-366-2270 FAX 512-392-2945  
 FIRM NO. 10070500

PLAT OF TWO TRACTS BEING 0.197 OF AN ACRE AND 0.003 OF AN ACRE, MORE OR LESS, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, CITY OF KYLE, HAYS COUNTY, TEXAS



LINE BEARING	DISTANCE
L1 S 48°21'37" E	7.87'
L2 S 35°22'17" W	7.08'
L3 N 65°41'20" W	10.31'
L4 N 48°51'33" W	13.84'
L5 N 45°15'00" E	33.19'

1368 Mary Jane Alexander, Executrix, to  
 BL-MJ Alexander, Ltd. in 9.25 ac.)  
 4/15/2008 (60% int. in 9.25 ac.)  
 1369 Mary Jane Alexander, Executrix, to  
 Mary Jane Alexander, Trustee  
 12/3/2007 (40% int. in 9.25 ac.)  
 1757 Michael Creighton Alexander et al to  
 Bobby Joe Alexander et ux  
 12/15/2000 (9.25 ac.)  
 397 Alex B. Kercheville et ux to  
 12/29/1938 (19.94 ac.)  
 117 Will G. Barber to  
 J. P. Kercheville  
 1/1/1913 (61 ac.)  
 63 118

117 Mrs. Jessie B. Sledge, Administratrix, to  
 863 Federal Land Bank of Houston  
 1/6/1939 (227 ac. less 1/5 ac.)  
 114 Federal Land Bank of Houston to  
 Eva Elops Alexander  
 2/24/1939 (223.45 ac.)  
 433 Eva Young Alexander to  
 Bobby Joe Alexander  
 9/10/1974 (223.45 ac.)  
 1757 Bobby Joe Alexander et al to  
 Richard Jenkins et al  
 1/4/2001 (218.58 ac.)  
 461 77

REMAINING PORTION OF  
 WILL G. BARBER TO  
 J. P. KERCHEVILLE  
 5/29/1913 (204.81 ac.)  
 AFFIDAVITS REGARDING FENCED OCCUPATION OF  
 THIS AREA  
 2152 2157 718

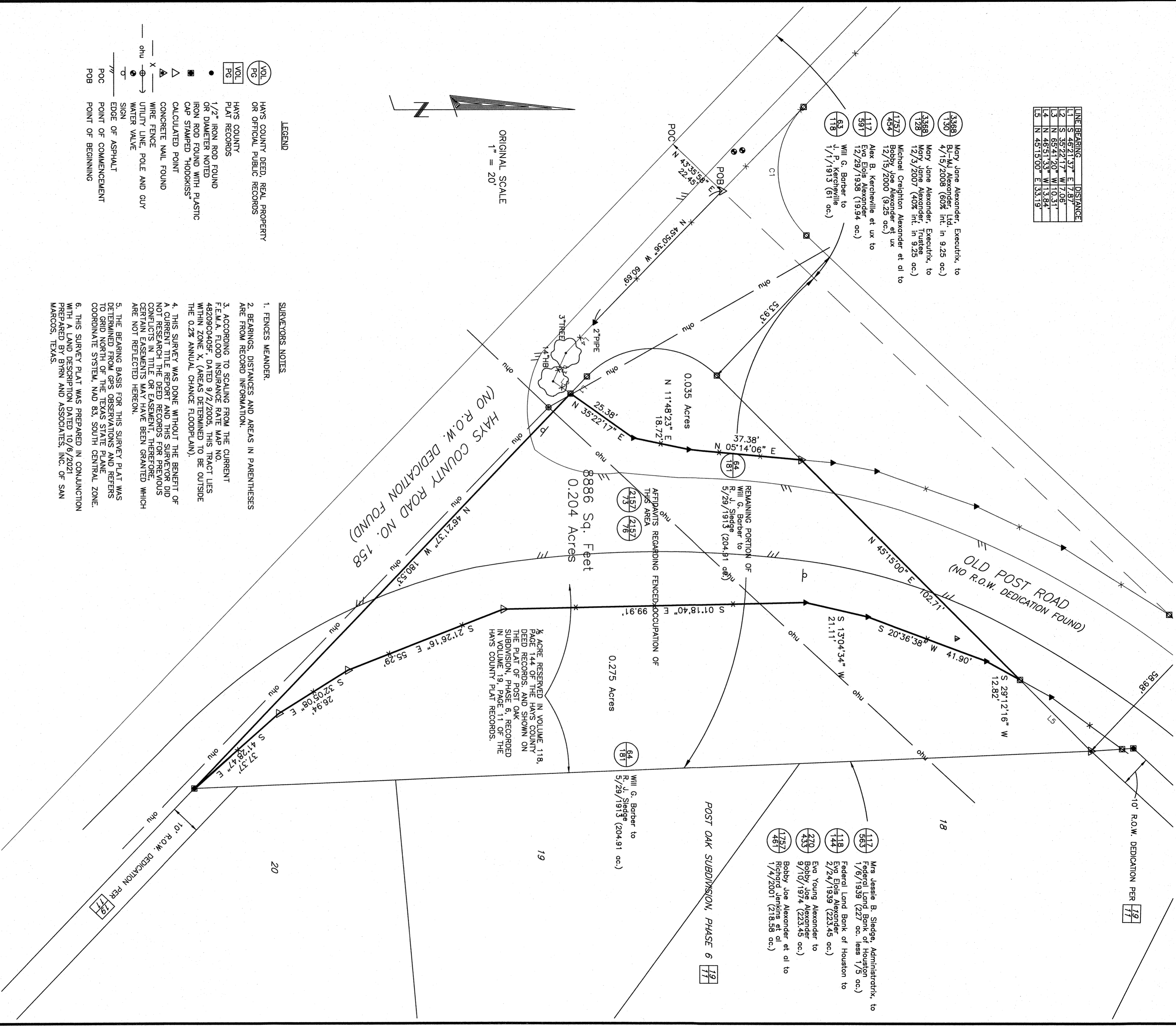
1/2 ACRE RESERVED IN VOLUME 118,  
 PAGE 144 OF THE HAYS COUNTY  
 DEED RECORDS, AND SHOWN ON  
 THE PLAT OF POST OAK  
 SUBDIVISION, PHASE 6, RECORDED  
 IN VOLUME 19, PAGE 11 OF THE  
 HAYS COUNTY PLAT RECORDS.



ORIGINAL SCALE  
1" = 20'

- LEGEND**
- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
  - HAYS COUNTY PLAT RECORDS
  - 1/2" IRON ROD FOUND OR DIAMETER NOTED
  - IRON ROD FOUND WITH PLASTIC CAP STAMPED "HODGKISS"
  - CALCULATED POINT
  - CONCRETE NAIL FOUND
  - WIRE FENCE
  - UTILITY LINE, POLE AND GUY
  - WATER VALVE
  - SIGN
  - EDGE OF ASPHALT
  - POINT OF COMMENCEMENT
  - POINT OF BEGINNING

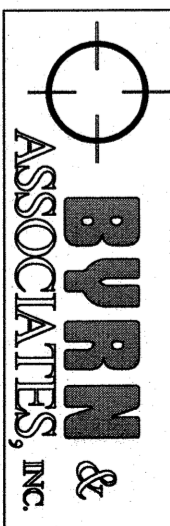
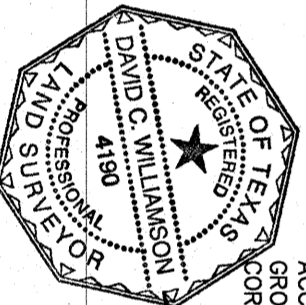
- SURVEYORS NOTES**
- FENCES MEANDER.
  - BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
  - ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 482080409F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
  - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
  - THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
  - THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED 10/6/2021 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.



TO THE CITY OF KYLE EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE, THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON 10/6/2021, THAT ALL PROPERTY CORNERS ARE MONUMENTED AS SHOWN HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



**BYRN & ASSOCIATES, INC.**  
SURVEYING  
P.O. BOX 1433 SAN MARCOS, TEXAS 78667  
PHONE 512-396-2270 FAX 512-392-2845  
FIRM NO. 10070500

PLAT OF 0.204 OF AN ACRE, MORE OR LESS, IN THE JOHN JONES SURVEY, ABSTRACT NO. 263, CITY OF KYLE, HAYS COUNTY, TEXAS

CLIENT: CITY OF KYLE  
DATE: 10/6/2021  
OFFICE: K. SMITH  
CREW: K. SMITH  
FB/Pc: 770/46  
PLAT NO. 27745-19-2-c



# CITY OF KYLE, TEXAS

Annexation Petition - FM Rd 812,  
LLC (ANNX-21-0013)

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** A Resolution of the City of Kyle, Texas, accepting the petition for annexation of approximately 102.1599 acres, located at the north corner of SH-21 & E FM 150, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (FM Rd 812, LLC - ANNX-21-0013)  
~ James R. Earp, Assistant City Manager

**Other Information:** See attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

---

## ATTACHMENTS:

### **Description**

- Staff Memo
- Summary Letter
- Annexation Schedule
- Resolution
- Ordinance
- Location Map
- Survey
- Deed
- Franchise Tax Account Status
- Landowner Authorization Letter
- Non-Annexation Resolution



# CITY OF KYLE

## Community Development Department

---

### MEMORANDUM

**TO:** Mayor & Council

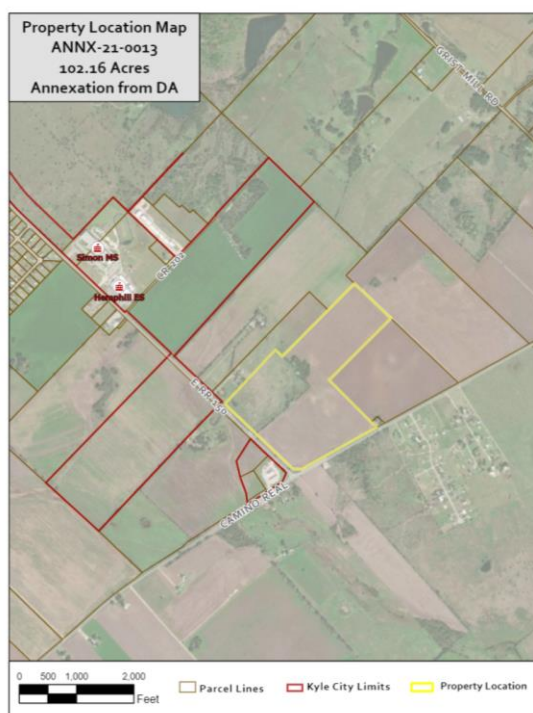
**FROM:** James Earp – Assistant City Manager

**DATE:** Monday, December 6, 2021

**SUBJECT:** Annexation – JD's Market (ANNX-21-0013)

### REQUEST

Upon request of the applicant, staff presents the annexation of approximately 102.1599 acres, located at the north corner of SH-21 and E FM 150 (Hays County, TX).



## **STAFF ANALYSIS**

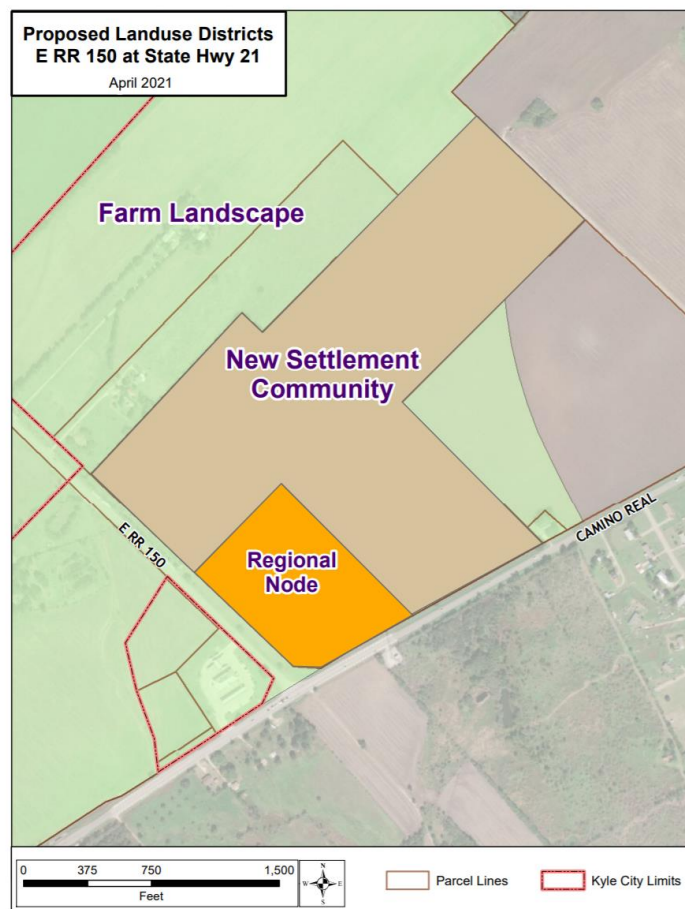
Approximately 1.5 years ago, representatives of JD's Supermarkets approach the City to purchase the 102.1599 acres at SH-21 and E FM 150. This property sits at the confluence of two state highways, and SH-21 is a major secondary corridor for vehicular traffic (IH-35 being the primary corridor). They intend to build a grocery store and associated ancillary uses on the 17.3 - acres of the hard corner. On May 4, 2021, the Mayor and Council voted to approve a comprehensive plan amendment to the property to allow the hard corner to be a portion of the "Regional Node". The remainder is currently an extension of the "New Settlement District".

### **Regional Node Zoning Districts**

- Recommended: R-1-C, R-3-2, R-3-3, CC, NC, RS, MXD
- Conditional: CBD-1, CBD-2, E, HS, R-3-1, O/I

### **New Settlement Zoning Districts**

- Recommended: O/I
- Conditional: E, R-1-A, R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, T/U, UE, NC, CC, MXD, RS, W



This site has a non-annexation development agreement that the previous property owners entered into with the City of Kyle (Resolution No. 874, 9/3/2013). Essentially, the City agreed not to annex the property if the owners continued to utilize it for agricultural purposes. If the property owners do anything that violates the terms of the agreement, then the property is annexed. Representatives of JD's Supermarkets purchased the property with the intent to develop it, which in turn triggers annexation.

Following annexation, the following processes will be followed to develop the site:

- Zoning
- Subdivision
- Site Development
- Conditional Use Permit
- Building Permit(s)

County Line SUD will provide water to the site, and currently there is not a wastewater provider for the parcel. The current plan is for JD's Supermarkets to have on site sewage facilities (septic system), until the time that wastewater is available. The existing road network is SH-21 and E FM 150. Both are owned and maintained by the Texas Department of Transportation.

Upon acceptance of this petition, a public hearing and first reading will be set for January 4<sup>th</sup>, 2022. A second reading of the ordinance will be set for January 18<sup>th</sup>, 2022.

### **RECOMMENDATION**

Staff recommends acceptance of the petition by resolution and asks the Mayor & Council to vote in affirmative, supporting the petition.

# FM RD 812 LLC

October 8, 2021

City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

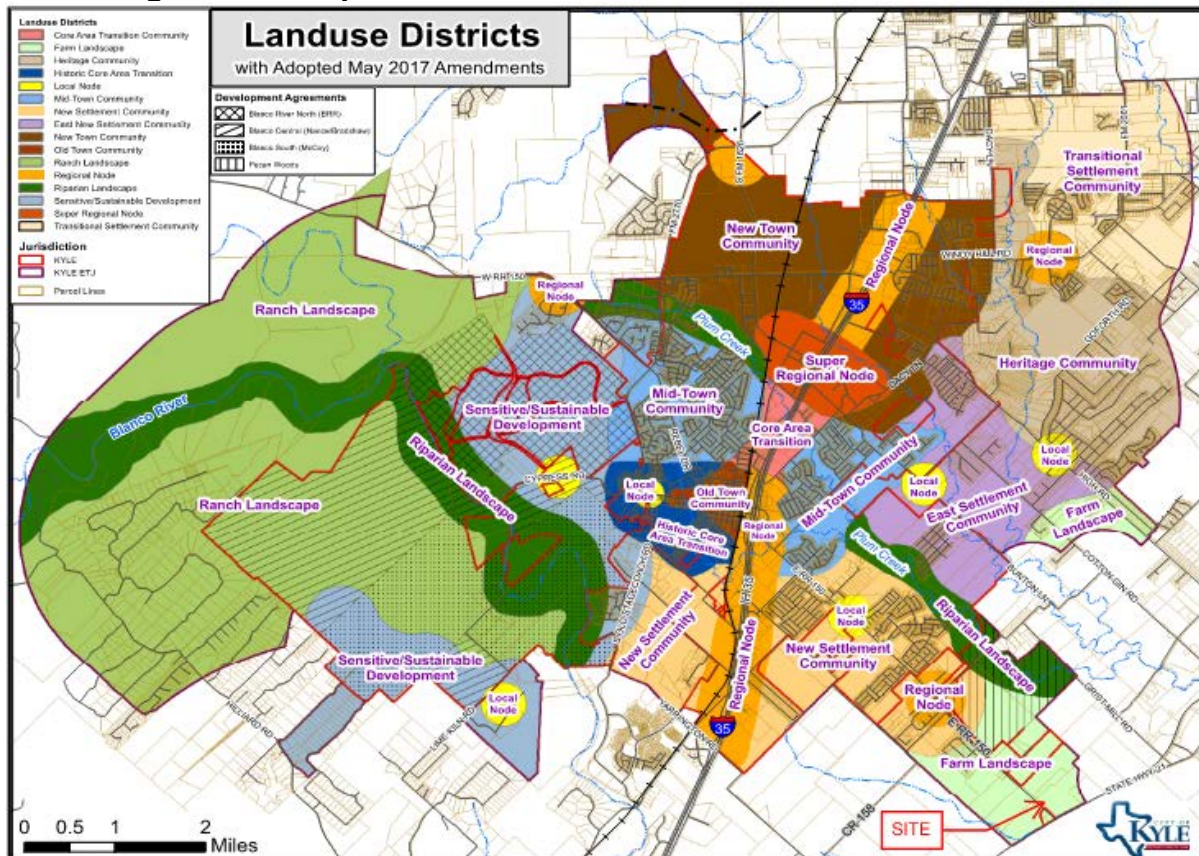
## Re: JD's Supermarket Kyle Project Annexation Request Letter

The proposed JD's Supermarket Kyle project (the "tract" or "site"), owned by FM RD 812, LLC is a 102.16-acre tract of land at the northeast corner of F.M. 150 and Hwy 21. This tract is contiguous to existing agricultural zoning located directly across FM 150. There are currently no residential units occupying the tract. Currently A portion of this tract is being used for agricultural purposes with the remainder being vacant. We are currently proposing a portion of the property be used for commercial with the remainder being used for residential development. Below you will find additional details pertaining to the tract.

### Hays County Tax Appraisal District Property ID Number: R14930

This tract is currently in the City of Kyle E.T.J. and Hays County. According to the City of Kyle's interactive Jurisdiction Map this tract has a Zoning Code of Development Agreement (Ordinance Date: 09/02/2013).

### According to the Comprehensive Plan this area is in the Farm District Landscape:



**Per the Comprehensive Plan for Farm District Landscape:**

**APPLICATION**

The following chart displays existing zoning categories and their applicability to the Farm District.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualification</u>
Agricultural District	A	Recommended	Neighborhood Commercial	Conditional
Central Business District 1	CBD-1	Not Recommended		
Central Business District 2	CBD-2	Not Recommended		
Construction/Manufacturing	C/M	Not Recommended		
Entertainment	E	Not Recommended		
Hospital Services	HS	Not Recommended		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Conditional		
Single-family Residential 2	R-1-2	Not Recommended		
Single-family Attached	R-1-A	Not Recommended		
Residential Condominium	R-1-C	Not Recommended		
Residential Townhouse	R-1-T	Not Recommended		
Residential Two-family	R-2	Not Recommended		
Multi-family Residential 1	R-3-1	Not Recommended		
Multi-family Residential 2	R-3-2	Not Recommended		
Apartments Residential	R-3-3	Not Recommended		
Retail/Service	R/S	Not Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Not Recommended		
Urban Estate District	UE	Recommended		
Warehouse	W	Not Recommended		

**Proposed Uses:**

For the +/- 15 to 20 acres directly adjacent to the intersection of F.M. 150 and Hwy 21, this project proposes a gas station / convenience store, a grocery store, retail space, oil change facility, self-service car wash bays with associated vacuum area and all associated grading, paving, water, wastewater, and drainage improvements.

**For this portion of the project, we would request a Regional Node designation. We are requesting a designation compatible with CBD-1, CBD-2 and R/S zoning districts.**

## Per the Comprehensive Plan for Regional Node:

### APPLICATION

The following chart displays existing zoning categories and their applicability to the Regional Nodes.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualifications</u>
Agricultural District	A	Not Recommended	Neighborhood Commercial	Recommended
Central Business District 1	CBD-1	Conditional	Community Commercial	Recommended
Central Business District 2	CBD-2	Conditional	Mixed-Use	Recommended
Construction/Manufacturing	C/M	Not Recommended	Office/Institutional	Conditional
Entertainment	E	Conditional		
Hospital Services	HS	Conditional		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Not Recommended		
Single-family Residential 2	R-1-2	Not Recommended		
Single-family Attached	R-1-A	Not Recommended		
Residential Condominium	R-1-C	Recommended		
Residential Townhouse	R-1-T	Not Recommended		
Residential Two-family	R-2	Not Recommended		
Multi-family Residential 1	R-3-1	Conditional		
Multi-family Residential 2	R-3-2	Recommended		
Apartments Residential	R-3-3	Recommended		
Retail/Service	R/S	Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Not Recommended		
Urban Estate District	UE	Not Recommended		
Warehouse	W	Not Recommended		



For the remaining +/- 82 to 87 acres, this project proposes mixture of residential, condo/townhome and multifamily uses.

**For this portion of the project, we would request a New Settlement District designation. We are requesting a designation compatible with R-1, R-2 and R/S zoning districts.**

**Per the Comprehensive Plan for New Settlement District:**

**APPLICATION**

The following chart displays existing zoning categories and their applicability to the New Settlement District.

Zoning Category	Abbreviation	Use Qualification	Zoning Category	Use Qualification
Agricultural District	A	Not Recommended	Office/Institutional	Recommended
Central Business District 1	CBD-1	Not Recommended	Community Commercial	Conditional
Central Business District 2	CBD-2	Not Recommended	Neighborhood Commercial	Conditional
Construction/Manufacturing	C/M	Not Recommended	Mixed-Use	Conditional
Entertainment	E	Conditional		
Hospital Services	HS	Not Recommended	Conditional by Development Agreement	
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended	McCoy D.A:	R-1-2, R-3-3, R/S
Manufactured Home Park	M-3	Not Recommended	Pecan Woods D.A:	R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Single-family Residential 1	R-1-1	Conditional		
Single-family Residential 2	R-1-2	Conditional		
Single-family Attached	R-1-A	Conditional		
Residential Condominium	R-1-C	Conditional		
Residential Townhouse	R-1-T	Conditional		
Residential Two-family	R-2	Conditional		
Multi-family Residential 1	R-3-1	Conditional		
Multi-family Residential 2	R-3-2	Conditional		
Apartments Residential	R-3-3	Not Recommended		
Retail/Service	R/S	Conditional		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Conditional		
Urban Estate District	UE	Conditional		
Warehouse	W	Conditional		

land use plan

**Justification:**

We strongly feel with the abundance of existing and proposed residential developments in this area of Kyle, along with the connectivity of the two major roadways, (F.M. 150 & Hwy 21), this tract would be a great opportunity to provide closer/local commercial, retail, grocery, gas, oil change, etc. for the entire surrounding area, (without having to drive further into Kyle to satisfy the needs of the community).

Your consideration of our request is greatly appreciated. Please let us know if you have any questions and/or if you need any additional information. Thank you for your time.

Sincerely,



**Adam Ahmad**  
President



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 102.1599 ACRES, LOCATED AT THE NORTH CORNER OF SH-21 & E FM 150, MORE OR LESS, OF LAND LOCATED IN HAYS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS (ANNX-21-0013).**

**WHEREAS**, the owner of certain property located within Hays County, Texas, has petitioned the City of Kyle, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the subject property by the City and to the extent not in conflict therewith, has further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, are hereby accepted:

All that certain area of land being 102.1599 acres, more or less, out of and a part of the William Hemphill Survey, Abstract No. 221, Hays County, Texas, being all of that called 102.167 acre of land, conveyed to Harvey and Gloria Evans, Trustees, in Volume 497, Page 528 of the Official Public Record of Hays County. Said 102.1599 acres being more particularly shown and described by survey and metes and bounds in the Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of January 4, 2022. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit “A” shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**THE CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Jennifer Holm, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

**Exhibit "A"**

**SUBJECT PROPERTY DESCRIPTION**

**+/- 102.1599 Acres**

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:

- 1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.
- 2) S47°37'54" E, for a distance of 165.07 feet to a ½" iron rod found on said common line.
- 3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:

- 1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.
- 2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ½" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:

- 1) S60°09'02" W, for a distance of 1490.09 feet to a ½" iron rod set.
- 2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:

- 1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.
- 2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.

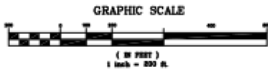
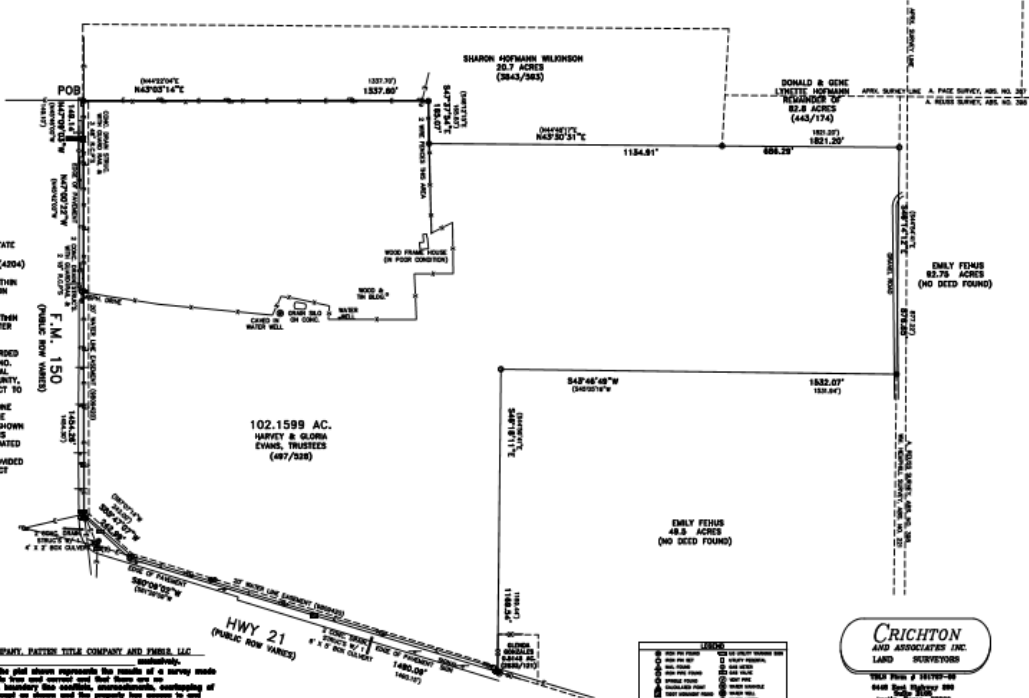


EXHIBIT A

SURVEY OF 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

NOTES:

- 1) BEARING BASIS = TEXAS STATE PLANE COORDINATES (NAD83), SOUTH CENTRAL TEXAS ZONE (4304)
- 2) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT
- 3) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
- 4) PER WARRANTY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 1988000004 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THIS TRACT IS "SUBJECT TO EASEMENT FOR OVERHEAD POWERLINES AND FOR TELEPHONE PEDESTAL (AND ANY TELEPHONE LINES CONNECTED TO IT) AS SHOWN ON PLAN OF A SURVEY OF THIS TRACT BY S. CRAIG HOLLAND DATED DEC. 10, 1984". THERE IS INSUFFICIENT INFORMATION PROVIDED BY SAID DEED TO SHOW EXACT LOCATION OF SAID EASEMENT.



REF: FMB12, LLC  
 S.F. NUMBER 1989-19-2027  
 DATED: AUG. 16TH, 2019  
 THE PERTON LAND TITLE INSURANCE COMPANY, PATTEN TITLE COMPANY AND FMB12, LLC

The undersigned do hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and in my own report and that there are no discrepancies, omissions, alterations in area, bearings, the location, measurements, containing of improvements, or other matters, except as shown and the property has access to and from a public highway.

The property shown herein is located in Zone "X" AREA OUT OF THE 500-YR. FLOOD PLAN

or shown as "Severely Flood Hazard" of the FLOOD HAZARD MAP prepared for HAYS COUNTY by the Federal Emergency Management Agency, U.S.A. Effective Date: 03/15/19

This survey is copyright 2019 by Crichton and Associates, Inc., and is being provided solely for the use of the named parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this transaction only.



LEGEND

1. Survey Boundary	10. Easement
2. Survey Station	11. Utility Line
3. Survey Line	12. Survey Point
4. Survey Point	13. Survey Line
5. Survey Station	14. Survey Point
6. Survey Line	15. Survey Point
7. Survey Station	16. Survey Point
8. Survey Line	17. Survey Point
9. Survey Station	18. Survey Point



SURVEY OF 102.1599 ACRES ON THE NORTHEAST CORNER OF F.M. 150 AND HWY 21, KYLE TEXAS.  
 DATE: AUG. 27, 2019 JOB NO. 19\_145  
 SCALE: 1" = 200' DPG. NO. 19\_145

# Exhibit “B”

## SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

**WHEREAS**, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

**WHEREAS**, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the ESD 11 (Travis County Fire Department) fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:



Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and

maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 102.1599 ACRES OF LAND, MORE OR LESS, LOCATED AT THE NORTH CORNER OF SH-21 & E FM 150, HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Kyle, Texas, (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owner’s request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to annex property at request of the property owner according to the metes & bounds survey attached hereto as Exhibit “A”;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:**

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

All that certain area of land being 102.1599 acres, more or less, out of and a part of the William Hemphill Survey, Abstract No. 221, Hays County, Texas, being all of that called 102.167 acre of land, conveyed to Harvey and Gloria Evans, Trustees, in Volume 497,

Page 528 of the Official Public Record of Hays County. Said 102.1599 acres being more particularly shown and described by survey and metes and bounds in the Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be temporarily zoned agricultural district A as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** The Annexed Property shall be assigned to Council District No. 2.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Jennifer Holm City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# **Exhibit “A”**

**SUBJECT PROPERTY DESCRIPTION**  
**+/- 102.1599 Acres**

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:

- 1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.
- 2) S47°37'54" E, for a distance of 165.07 feet to a ½" iron rod found on said common line.
- 3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:

- 1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.
- 2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ½" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:

- 1) S60°09'02" W, for a distance of 1490.09 feet to a ½" iron rod set.
- 2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:

- 1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.
- 2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.





# Exhibit “B”

## SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

**WHEREAS**, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

**WHEREAS**, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the ESD 11 (Travis County Fire Department) fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities,

construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

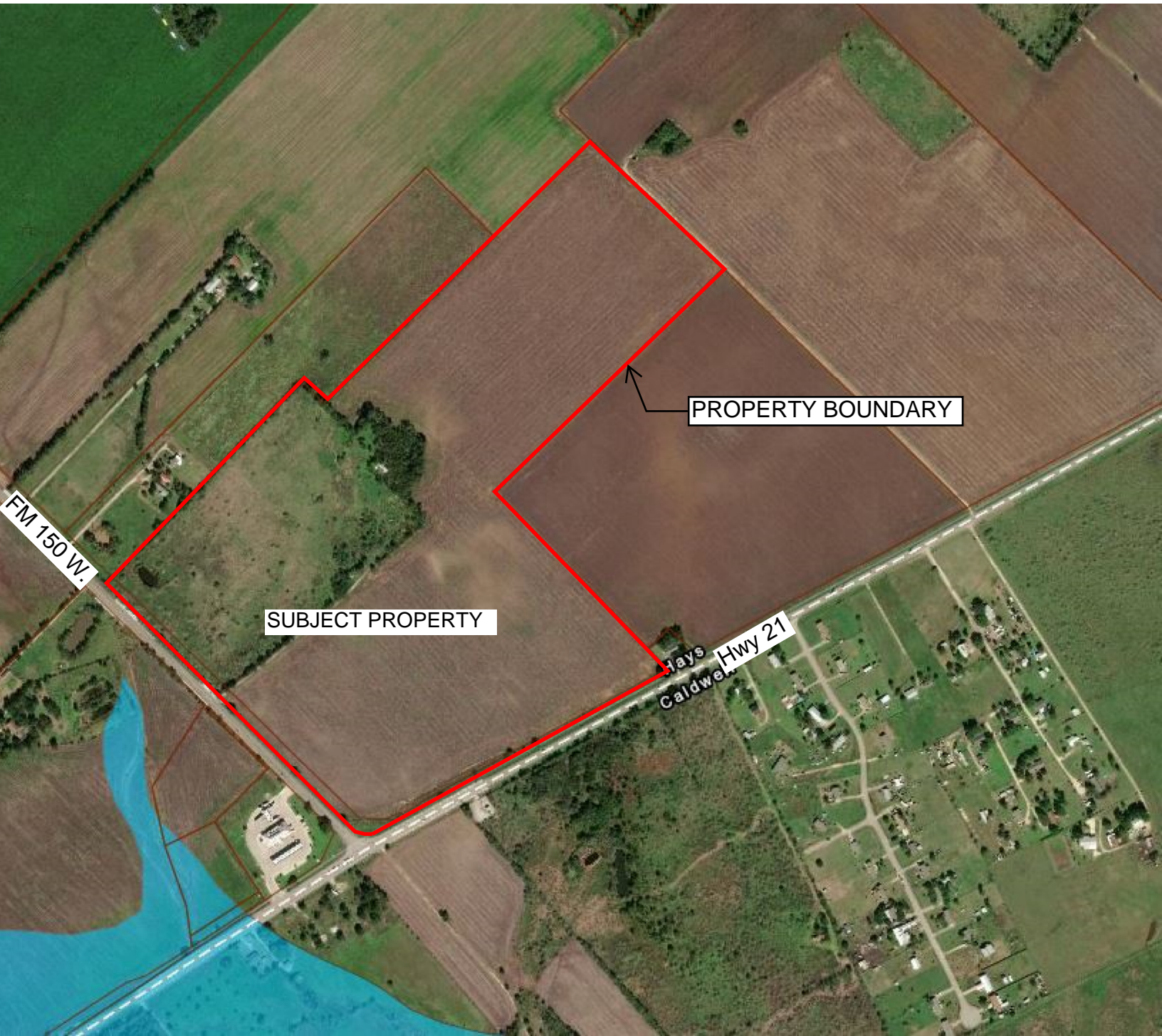
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.





**Legend**

-  JDs Kyle 150 & 21



Soil Conservation Service Site 4 Reservoir

M D Heatly Reservoir

152


156

202

153

to Market Road 150

227

 JDs Kyle 150 & 21

R-1008

Airport Hwy

Item # 20

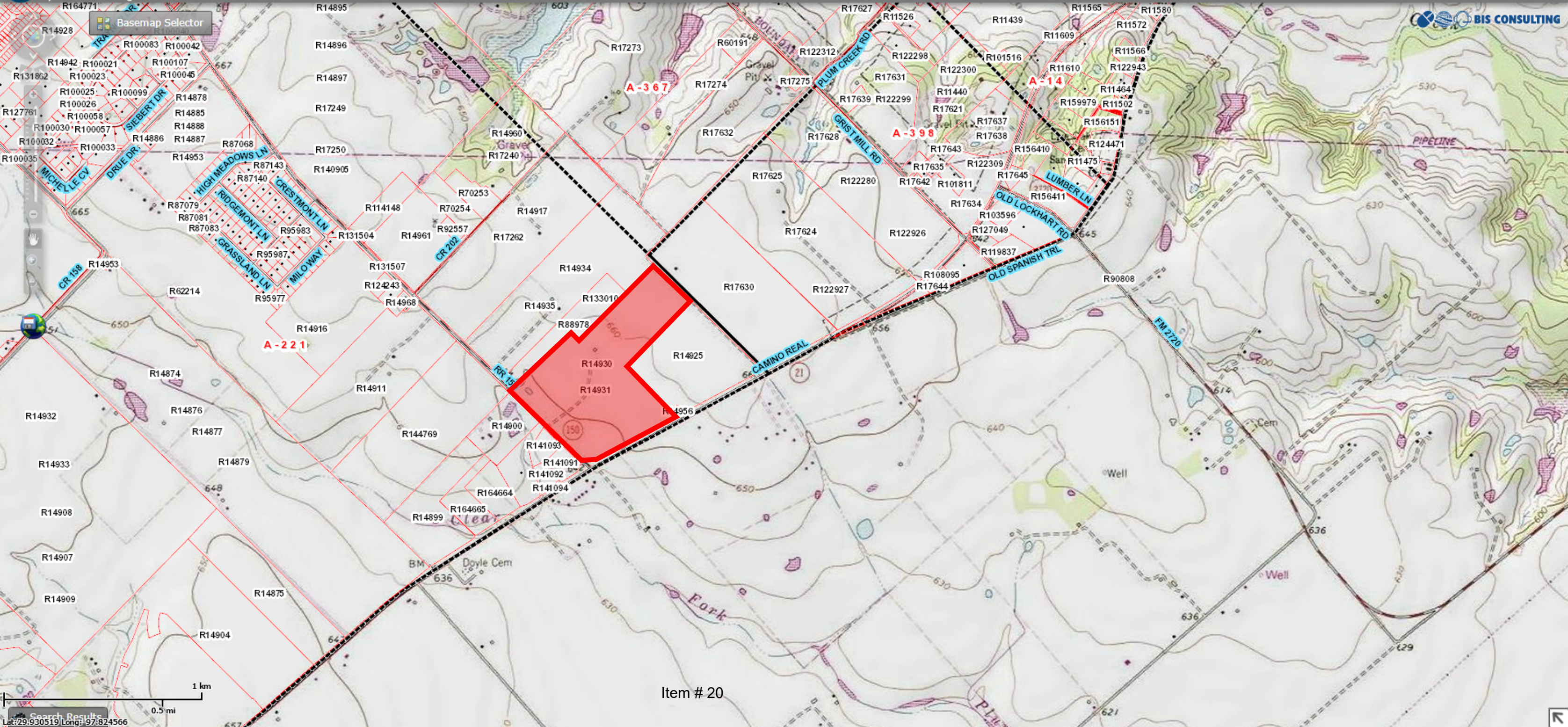
4000 ft



Google Earth

© 2018 Google

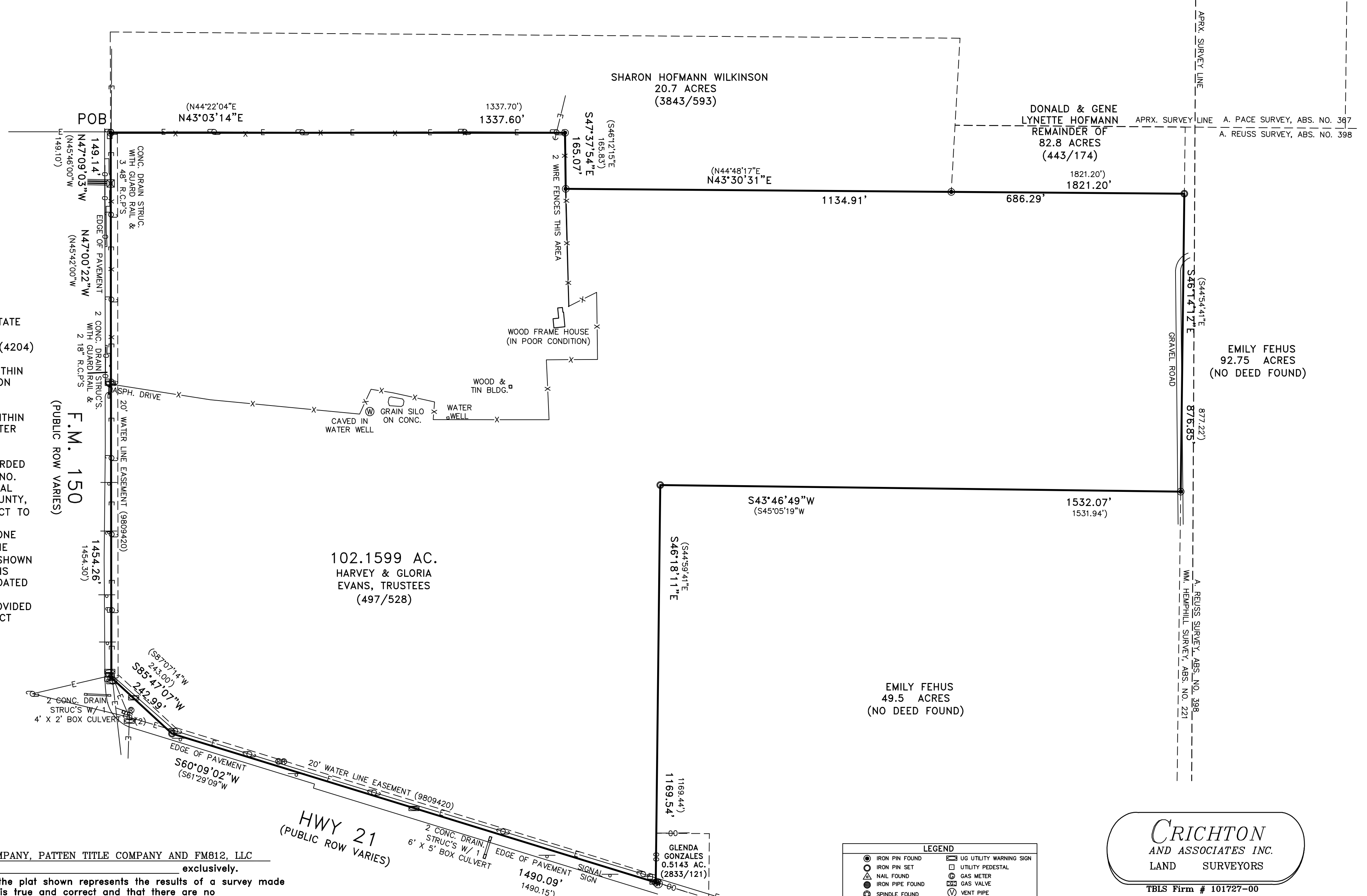
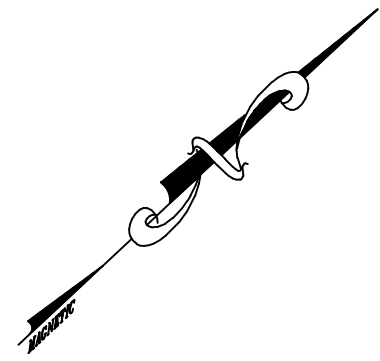
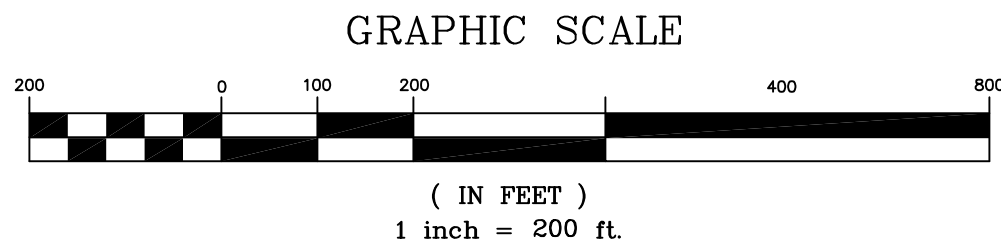
21



Item # 20

# EXHIBIT A

SURVEY OF 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.



**NOTES:**

\*) BEARING BASIS = TEXAS STATE PLANE COORDINATES (NAD83), SOUTH CENTRAL TEXAS ZONE (4204)

1) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT

2) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.

3) PER WARRANTY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 198500202204, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THIS TRACT IS "SUBJECT TO EASEMENT FOR OVERHEAD POWERLINES AND FOR TELEPHONE PEDESTAL (AND ANY TELEPHONE LINES CONNECTED TO IT) AS SHOWN ON PLAT OF A SURVEY OF THIS TRACT BY S. CRAIG HOLLMIG DATED DEC. 10, 1984". THERE IS INSUFFICIENT INFORMATION PROVIDED BY SAID DEED TO SHOWN EXACT LOCATION OF SAID EASEMENT.

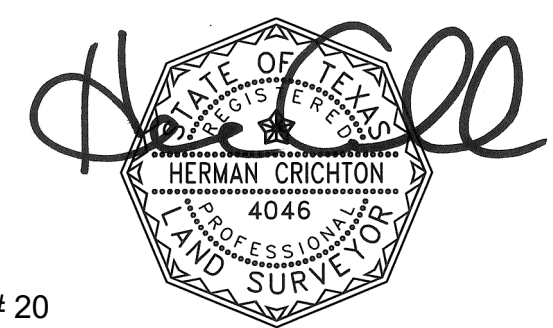
REF: FM812, LLC  
 G.F. NUMBER: 9991-19-2627  
 DATED: AUG. 16TH, 2019  
 To: WESTCOR LAND TITLE INSURANCE COMPANY, PATTEN TITLE COMPANY AND FM812, LLC exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway

The property shown hereon is located in Zone "X" AREAS OUT OF THE 500-YR. FLOOD PLAIN as shown on Community Panel Number \_\_\_\_\_ of the FLOOD INSURANCE RATE MAP prepared for HAYS COUNTY by the Federal Insurance Administration Department, H.U.D. Effective Date: JUNE 19, 2012

This survey is copyright 2019 by Crichton and Associates, Inc., and is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this transaction only.

HWY 21  
 (PUBLIC ROW VARIES)



LEGEND	
●	IRON PIN FOUND
○	IRON PIN SET
▲	NAIL FOUND
●	IRON PIPE FOUND
●	SPINDLE FOUND
△	CALCULATED POINT
⊠	TxDOT MONUMENT FOUND
( )	RECORD INFORMATION
⊕	POWER POLE
⊕	HIGH VOLTAGE
⊕	POWER POLE
⊕	GUY WIRE
—	OVERHEAD ELECT. LINE
⊕	ELECTRIC METER
⊕	ELECTRIC MANHOLE
⊕	TELEPHONE MANHOLE
⊕	CONC. PAD WITH ELEC.
⊕	ELECTRIC BOX
—	METAL FENCE
—	WOOD FENCE
—	CHAIN LINK FENCE
—	WIRE FENCE
—	UG WATER LINE
—	UG WASTEWATER LINE
⊕	UG UTILITY WARNING SIGN
⊕	UTILITY PEDESTAL
⊕	GAS METER
⊕	GAS VALVE
⊕	VENT PIPE
⊕	WATER MANHOLE
⊕	WATER WELL
⊕	WATER METER
⊕	WATER VALVE
⊕	PVC RISER
⊕	FIRE HYDRANT
⊕	STREET SIGN
⊕	FLAG POLE
⊕	SANITARY SEWER MANHOLE
⊕	SEWER CLEANOUT
⊕	SEPTIC LID
⊕	STORM SEWER MANHOLE
⊕	UTILITY VAULT
⊕	DRAIN GRATE
⊕	LIGHT POLE
⊕	COVERED CONCRETE
⊕	UG UNDERGROUND BUILDING LINE
⊕	P.U.E. PUBLIC UTILITY EASEMENT
⊕	D.E. DRAINAGE EASEMENT

**CRICHTON AND ASSOCIATES INC.**  
 LAND SURVEYORS

TBLS Firm # 101727-00  
 6448 East Highway 290  
 Suite B105  
 Austin, Texas 78723  
 (512) 244-3395  
 Orders@CrichtonandAssociates.com

SURVEY OF 102.1599 ACRES ON THE NORTHEAST CORNER OF F.M. 150 AND HWY 21, KYLE TEXAS.	
DATE: AUG. 27, 2019	JOB NO. 19_145
SCALE: 1" = 200'	DWG. NO. 19_145



Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

GF No. 9991-19-2627

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

---

**SPECIAL WARRANTY DEED**

---

**Date:** August 30, 2019

**Grantor:** Harvey Evans and Gloria Evans, holding title as Trustees on behalf of the Highway 21 Venture, a Texas general partnership

**Grantee:** FM RD 812, LLC, a Texas limited liability company

**Grantee's Mailing Address:**

1900 East Anderson Ln  
Austin, TX 78752

**Consideration:**

Ten and No/100 Dollars (\$10.00), good and other valuable consideration, the receipt of which is hereby acknowledged

**Property (including any improvements):**

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:

- 1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.
- 2) S47°37'54" E, for a distance of 165.07 feet to a ½" iron rod found on said common line.
- 3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

GF No. 9991-19-2627

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:

- 1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.
- 2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ½" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:

- 1) S60°09'02" W, for a distance of 1490.09 feet to a ½" iron rod set.
- 2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:

- 1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.
- 2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:** Subject to all easements, right-of-ways, mineral reservations and other matters of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

**HIGHWAY 21 VENTURE, a Texas general partnership**



Harvey Evans, Trustee and Managing Partner

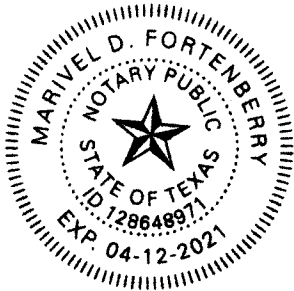


Gloria Evans, Trustee and Managing Partner

GF No. 9991-19-2627

STATE OF TEXAS §  
COUNTY OF Travis §

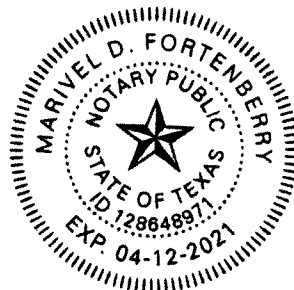
The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Harvey Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**



Mary  
Notary Public, State of Texas  
Marivel D. Fortenberry  
Printed Name of Notary  
4-12-2021  
My Commission Expires

STATE OF TEXAS §  
COUNTY OF Travis §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Gloria Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**



Mary  
Notary Public, State of Texas  
Marivel D. Fortenberry  
Printed Name of Notary  
4-12-2021  
My Commission Expires

AFTER RECORDING RETURN TO:

FM RD 812, LLC

1900 East Anderson Ln  
Austin, TX 78752

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

19030733 DEED  
09/03/2019 09:41:26 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas





## Franchise Tax Account Status

As of : 03/03/2021 10:26:29

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

FM RD 812, LLC	
<b>Texas Taxpayer Number</b>	32047122794
<b>Mailing Address</b>	1900 E ANDERSON LN STE 103 AUSTIN, TX 78752-1979
<b>Ⓜ Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>Effective SOS Registration Date</b>	02/27/2012
<b>Texas SOS File Number</b>	0801557446
<b>Registered Agent Name</b>	ADAM AHMAD
<b>Registered Office Street Address</b>	1900 EAST ANDERSON LANE, STE. 103 AUSTIN, TX 78752

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

**SUBJECT PROPERTY INFORMATION**

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 221 WM Hemphill Survey

# of lots (if subdivided): \_\_\_\_\_ # of acres: 102.16 ac.

Site APN #(s): R14930 / Geo ID #10-0221-0048-00000-2

Location: Hwy 21 Kyle, Tx. 78640 County: Hays

Development Name: JD's Supermarket Kyle

Development Number(s): N/A

**OWNER**

Company/Applicant Name: FM RD 812 LLC

Authorized Company Representative (if company is owner): Mohammed Ahmad

Type of Company and State of Formation: Limited Liability Company

Title of Authorized Company Representative (if company is owner): President

Applicant Address: 1900 E Anderson Ln. Suite 130 Austin , Tx. 78752

Applicant Fax: 512-339-8387

Applicant Phone: 512-339-6008

Applicant/Authorized Company Representative Email: acrbuilding.inc@gmail.com

**APPLICANT REPRESENTATIVE**

Check one of the following:

I will represent the application myself; or

I hereby designate Jamison Civil Engineering LLC (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the

"City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

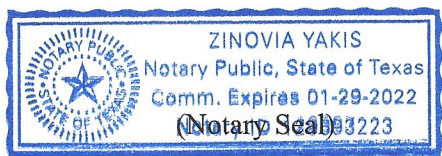
Owner's Signature: MA Date: 3/02/2021

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).



SUBSCRIBED AND SWORN TO before me, this the 2 day of March, 2021

[Signature]  
Notary Public's Signature  
1-29-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Jamison Civil Engineering LLC Attn: Stephen R. Jamison P.E.

Representative Address: 13812 Research Blvd #B-2 Austin, Tx. 78750

Representative Phone: 737-484-0880

Representative Email: steve@jamisoneng.com

Representative's Signature: [Signature] Date: 03/02/2021

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:**

**Section 1.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

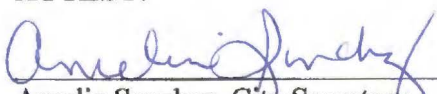
**Section 2.** The City Council hereby approves the Development Agreement for approximately 102.167 acres of Land in Hays County, Texas that is generally located northwest corner of the intersection of State Highway 21 and east RR 150 (as identified in exhibit C and more specially described in exhibit B).

**Section 3.** The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

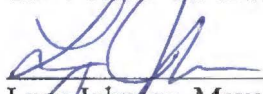
**Section 4.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

**FINALLY PASSED AND APPROVED on this the 3rd day of September, 2013.**

**ATTEST:**

  
Amelia Sanchez, City Secretary

**THE CITY OF KYLE, TEXAS**

  
Lucy Johnson, Mayor



**EXHIBIT A**  
**AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

**WHEREAS**, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

**WHEREAS**, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Section 1.** The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

**Section 2.** The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owners who sign this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

**Section 4.** Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

**Section 5.** In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

**Section 6.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle  
Attn: City Manager  
2110 4th Street  
Kyle, Texas 78640

**Section 7.** This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

**Section 8.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 9.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 10.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 11.** Venue for this Agreement shall be in Hays County, Texas.

**Section 12.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 13.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.  
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Gloria Evans Trustee

Name: Gloria EVANS Trustee

Date: 8/13/13

THE STATE OF TEXAS

COUNTY OF ~~HAYS~~

TRAVIS

§  
§  
§

RH/g

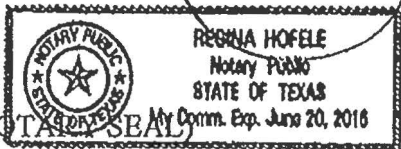
RH/g

2013

This instrument was acknowledged before me on the 13 day of AUGUST ~~2011~~, by GLORIA EVANS, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

*[Handwritten signature]*

Notary Public, State of Texas



(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: \_\_\_\_\_

Name: Lanny Lambert

Title: City Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, 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.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 102.167 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the northeast right-of-way of F.M. 150 (R.O.W varies), at the southernmost southeastern corner of a 20.7 acre (called) tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593 of the O.P.R.H.C.TX., also being the southwestern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the southeastern boundary line of said 20.7 acre tract and the remainder of a 6.75 acre tract conveyed to Mark, Sharon & Gene Lynette Hofmann, Tract 2 in Volume 443, Page 174 of the (O.P.R.H.C.TX.), common to the northwestern line of said 102.167 acre tract, the following three (3) courses and distances, numbered 1 through 3:

- 1) N44°22'04"E, for a distance of 1337.70 feet to a point,
- 2) S46°12'15"E, for a distance of 165.83 feet to a point, and
- 3) N44°48'17"E, for a distance of 1821.20 feet to a point for the northeastern corner of said 82.8 acre tract, also being in the southwestern line of a 92.75 acre tract conveyed to Emily Fehlis,

**THENCE**, with the common boundary line of said 92.75 acre tract, and said 102.167 acre tract, S44°54'41"E, for a distance of 877.22 feet to a point for the northernmost corner of a 49.5 acre tract conveyed to Emily Fehlis,

**THENCE**, with the common boundary line of said 49.5 acre tract and said 102.167 acre tract, S45°05'19"W, for a distance of 1531.94 feet to a point for the southwest corner of said 49.5 acre tract, also being an interior ELL corner of said 102.167 acre tract,

**THENCE**, with the southwestern boundary line of said 49.5 acre tract, and a 0.5143 acre tract conveyed to Glenda Gonzales in Volume 2833, Page 121 of the O.P.R.H.C.TX., common to a northeastern line of said 102.167 acre tract, S44°59'41"E, for a distance of 1169.44 feet to a point for the easternmost corner of the herein described tract, also being the southernmost corner of said 0.5143 acre tract and also being in the northwestern right-of-way line of Texas Highway 21 (R.O.W varies),

**THENCE**, with the northwestern right-of-way line of said Texas Highway 21 (R.O.W varies), also being the southeastern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:


- 1) S61°29'09"W, for a distance of 1490.15 feet to a point, and
- 2) S87°07'14"W, for a distance of 243.00 feet to a point for a southern corner of the herein described tract, also being in the northwestern right-of-way line of said F.M. 150 (R.O.W varies),

**THENCE**, with the northeastern right-of-way of said F.M. 150 (R.O.W varies) common to the southwestern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) N45°42'00"W, for a distance of 1454.30 feet to a point, and
- 2) N45°46'00"W, for a distance of 149.10 feet to the **POINT OF BEGINNING** and containing 102.167 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: \_\_\_\_\_

 8-27-13  
ROBERT J. GERTSON, R.P.L.S. NO. 6367  
Carlson, Briggance and Doering, Inc.  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
rgertson@cbdeng.com

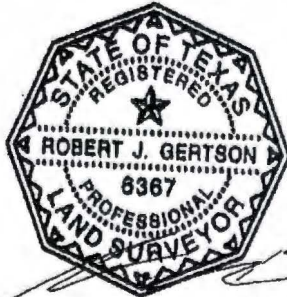
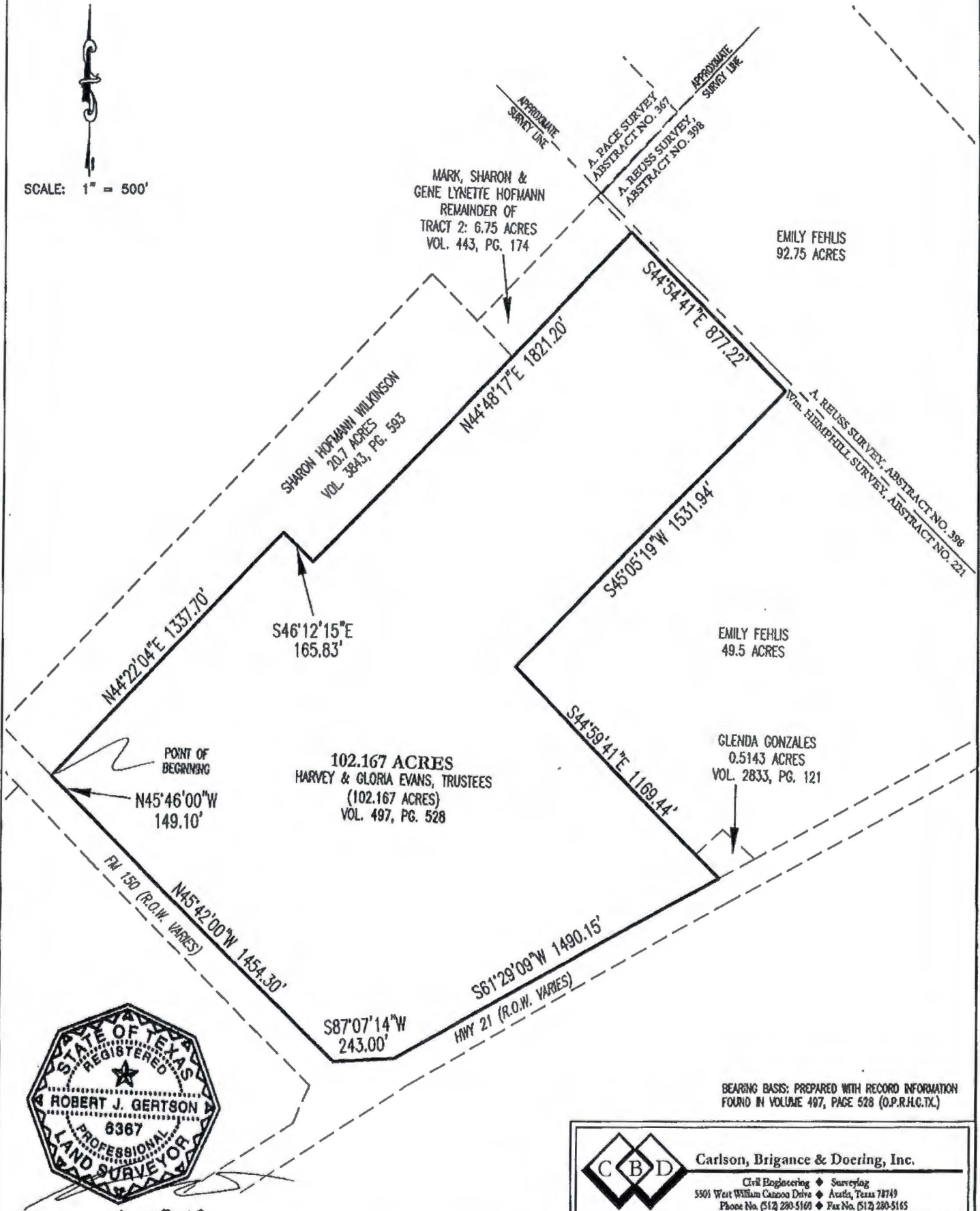




# SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 500'



8-27-13

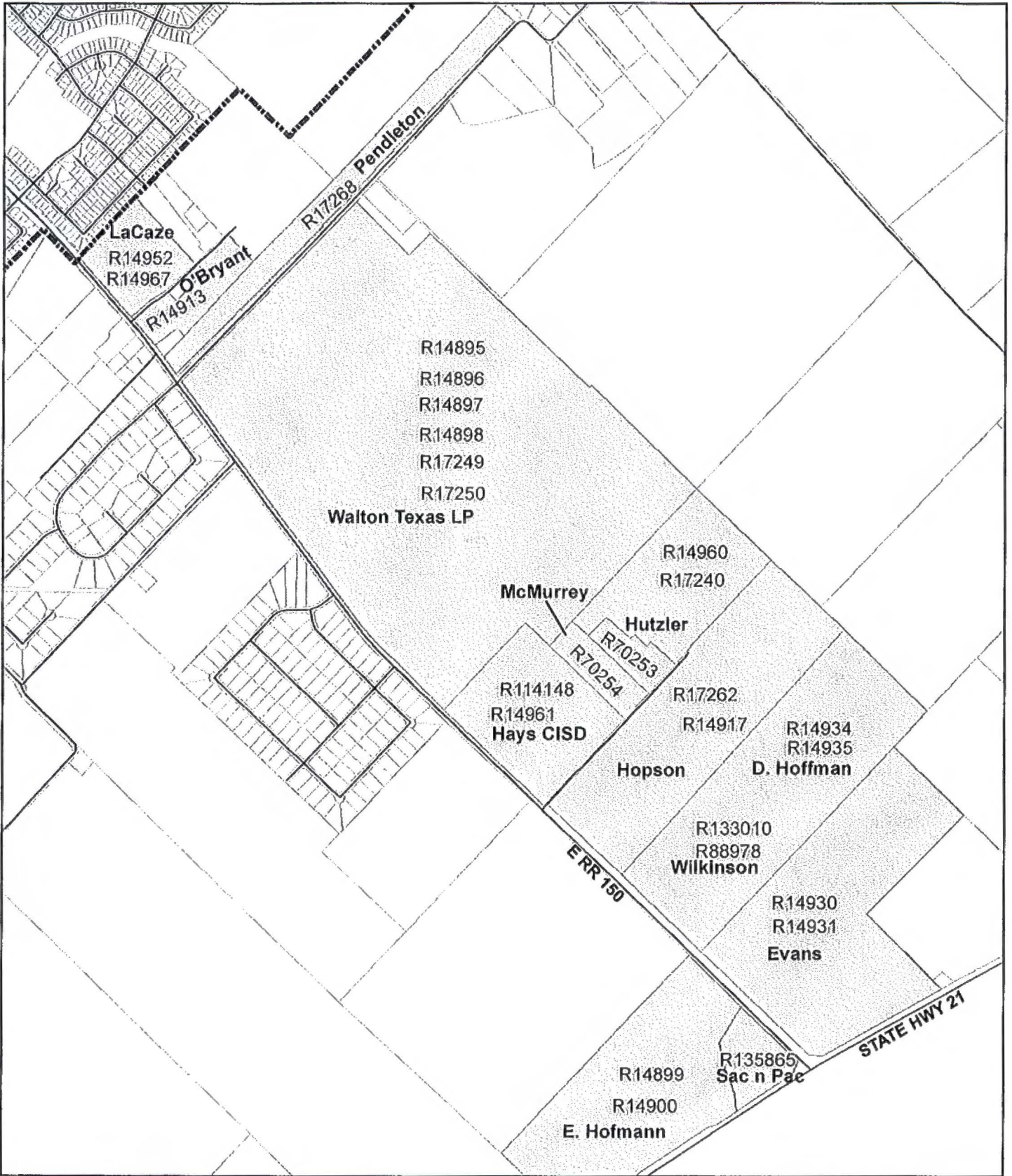
BEARING BASIS: PREPARED WITH RECORD INFORMATION  
FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.)

**Carlson, Brigance & Doering, Inc.**

Civil Engineering ♦ Surveying  
5501 West William Casasa Drive ♦ Austin, Texas 78749  
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

**EXHIBIT C**

**PROPERTY MAP**



	Parcel Lines	<p style="text-align: center;"><u>Proposed Annexations</u></p>		
	Proposed Annex		<p style="text-align: center;">Feet</p>	<p style="text-align: right;">item # 20</p>
	Current Kyle City			



# CITY OF KYLE, TEXAS

Annexation Petition - (Blanco River  
Ranch Properties, LP - ANNX-21-  
0014)

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** A Resolution of the City of Kyle, Texas, accepting the petition for annexation of 201.377 acres, located at 1899 Six Creeks Blvd., more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *James R. Earp, Assistant City Manager*

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

---

## ATTACHMENTS:

### **Description**

- Staff Memo
- Request Letter
- Annexation Schedule
- Resolution
- Ordinance
- Location Map
- Survey
- Blanco River Ranch - Interim Development Agreement
- Franchise Tax Account Status
- Landowner Authorization Letter
- Deed



# CITY OF KYLE

## Community Development Department

---

### MEMORANDUM

**TO:** Mayor & Council

**FROM:** James Earp – Assistant City Manager

**DATE:** Monday, December 6, 2021

**SUBJECT:** Annexation – Toll Brothers (ANNX-21-0014)

### REQUEST

Upon request of the applicant, staff presents the annexation of approximately 201.377 acres, located at 1899 Six Creeks Blvd (Hays County, TX).

### STAFF ANALYSIS

Over the last several months, representatives of Blanco River Ranch and Toll Brothers have coordinated with the City to purchase the 201.377-acres at 1899 Six Creeks Blvd. This property is the first project in “Phase 2” of the Blanco River Ranch property. It’s located just east of the designated commercial area (adjacent to the FM 150 Bypass/Waterridge Blvd), and north of the next section of Six Creeks Blvd. Toll Brothers is a high end, single-family residential builder and they plan to construct a subdivision within the afore mentioned acreage.

The acreage to be annexed sits within the Sensitive/Sustainable Land Use District, and has development regulations are currently controlled by the “Blanco River Ranch Interim Annexation and Development Agreement”. An updated development agreement will also be forthcoming in the near future, to account for more up-to-date development standards.

Sensitive/Sustainable Zoning Districts (per the development agreement)

Allowed: R-1-1, R-1-2, RS

Following annexation, the following processes will be followed to develop the site:

- Zoning
- Subdivision
- Building Permit(s)

The City of Kyle will provide water and wastewater to the site. Six Creeks Blvd will provide primary access to the project, with Waterridge Blvd (FM 150 Bypass) providing future connectivity when constructed.

Upon acceptance of this petition, a public hearing and first reading will be set for January 4<sup>th</sup>, 2022. A second reading of the ordinance will be set for January 18<sup>th</sup>, 2022.

### **RECOMMENDATION**

Staff recommends acceptance of the petition by resolution and asks the Mayor & Council to vote in affirmative, supporting the petition.

*Toll Brothers*<sup>®</sup>  
LAND DEVELOPMENT

---

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 18<sup>th</sup>, 2021

William A. Atkinson  
City of Kyle, City Planner  
100 W. Center Street, Kyle, TX 78640  
Kyle, TX 78640

Re: Waterridge – Savannah Tract- Annexation Request Letter  
Kyle, Texas 78640

Toll Brothers, Inc. is requesting annexation for the subject property located east of FM 150 and off Six Creeks Blvd. Kyle, Texas 78640, and further described in the attached Exhibit "A". The Hays County Parcel ID's have not yet been created for this project, but they will be updated at a later date. This property is currently owned Blanco River Ranch Properties, LP, but Toll Brothers will be purchasing this tract. Costello, Inc. will be acting as the agent for the owner. This tract is to be annexed by the City of Kyle based on a Development Agreement to be approved at the City Council Meeting on December 6<sup>th</sup>.

You may contact me at (412) 780-2312 or at [adonatucci@tollbrothers.com](mailto:adonatucci@tollbrothers.com) if you have any questions regarding this submittal.

Sincerely,

*Adrienne Donatucci*

Adrienne Donatucci  
Land Development Manager  
Toll Brothers





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KYLE, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 201.377 ACRES, LOCATED AT 1899 SIX CREEKS BLVD, MORE OR LESS, OF LAND LOCATED IN HAYS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS (ANNX-21-0014).**

**WHEREAS**, the owner of certain property located within Hays County, Texas, has petitioned the City of Kyle, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the subject property by the City and to the extent not in conflict therewith, has further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way (Exhibit 1), not previously annexed into the City and the draft services plan shown in Exhibit “2”, are hereby accepted:

Tract 1: Being 107.906 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “A” attached hereto.

Tract 2: Being 74.615 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas,

and being more particularly described by metes and bounds in Exhibit “B” attached hereto.

Tract 3: Being 18.856 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “C” attached hereto.

A public hearing has been set for the date of October 5, 2021. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit “A” shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**THE CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Jennifer Holm, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

**Exhibit "1"**

**SUBJECT PROPERTY DESCRIPTION**

**+/- 201.377 Acres**

# URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB  
September 3, 2021

## 107.906 Acres Tract One

### State of Texas County of Hays

**Fieldnotes**, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

**Commencing**, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

**Thence**, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

**Thence**, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

**Thence**, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

# URBANCIVIL

**Thence**, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

**Thence**, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Page 2 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

# URBANCIVIL

**Thence**, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*

URBAN CIVIL



*Keith W. Wooley*  
Keith W. Wooley, R.P.L.S.  
License No. 5463

# URBANCIVIL

EXHIBIT "B"

Job No. 2104.04.NB  
September 3, 2021

## 74.615 Acres Tract Two

### State of Texas County of Hays

**Fieldnotes**, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

**Beginning**, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.608.3913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

# URBANCIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

**Thence**, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;



# URBAN CIVIL

**Thence**, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*



URBAN CIVIL

*Keith W. Wooley*  
Keith W. Wooley, R.P.L.S.  
License No. 5463

Page 3 of 3

**18.856 Acres**  
**Tract Three**

**State of Texas**  
**County of Hays**

**Fieldnotes**, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

**Beginning**, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

**Thence**, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

**Thence**, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

# URBANCIVIL

**Thence**, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

**Thence**, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

**Thence**, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*



URBAN CIVIL

*Keith W. Wooley*  
Keith W. Wooley, R.P.L.S.,  
License No. 5463

Page 2 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005000



# Exhibit “2”

## SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

**WHEREAS**, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

**WHEREAS**, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the ESD 5 (Kyle Fired Department) fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the

annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public

streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
  - (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
  - (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
  - (D) Installation and maintenance of street lighting in accordance with established policies of the City;
- (iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 201.377 ACRES OF LAND, MORE OR LESS, LOCATED AT 1899 SIX CREEKS BLVD, HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Kyle, Texas, (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owner’s request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to annex property at request of the property owner according to the metes & bounds survey attached hereto as Exhibit “1”;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “2”.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:**

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

Tract 1: Being 107.906 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in

Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “A” attached hereto.

Tract 2: Being 74.615 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “B” attached hereto.

Tract 3: Being 18.856 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “C” attached hereto.

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “2”.

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be temporarily zoned agricultural district A as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** The Annexed Property shall be assigned to Council District No. 4.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Jennifer Holm City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

# **Exhibit “1”**

**SUBJECT PROPERTY DESCRIPTION**  
**+/- 201.377 Acres**

# URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB  
September 3, 2021

## 107.906 Acres Tract One

### State of Texas County of Hays

**Fieldnotes**, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

**Commencing**, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

**Thence**, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

**Thence**, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

**Thence**, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

# URBANCIVIL

**Thence**, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

**Thence**, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Page 2 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

# URBANCIVIL

**Thence**, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*



URBANCIVIL

*Keith W. Wooley*  
Keith W. Wooley, R.P.L.S.  
License No. 5463

# URBANCIVIL

EXHIBIT "B"

Job No. 2104.04.NB  
September 3, 2021

## 74.615 Acres Tract Two

### State of Texas County of Hays

**Fieldnotes**, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

**Beginning**, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.608.9913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10006900



# URBANCIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

**Thence**, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

**Thence**, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

# URBAN CIVIL

**Thence**, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*



URBAN CIVIL

Keith W. Wooley, R.P.L.S.  
License No. 5463

Page 3 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

# URBANCIVIL

EXHIBIT "C"

Job No. 2104.04.NB

September 3, 2021

## 18.856 Acres Tract Three

### State of Texas County of Hays

**Fieldnotes**, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

**Beginning**, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

**Thence**, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

**Thence**, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

Page 1 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130  
830.606.8913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

# URBANCIVIL

**Thence**, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

**Thence**, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

**Thence**, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying Map of tract described herein.*



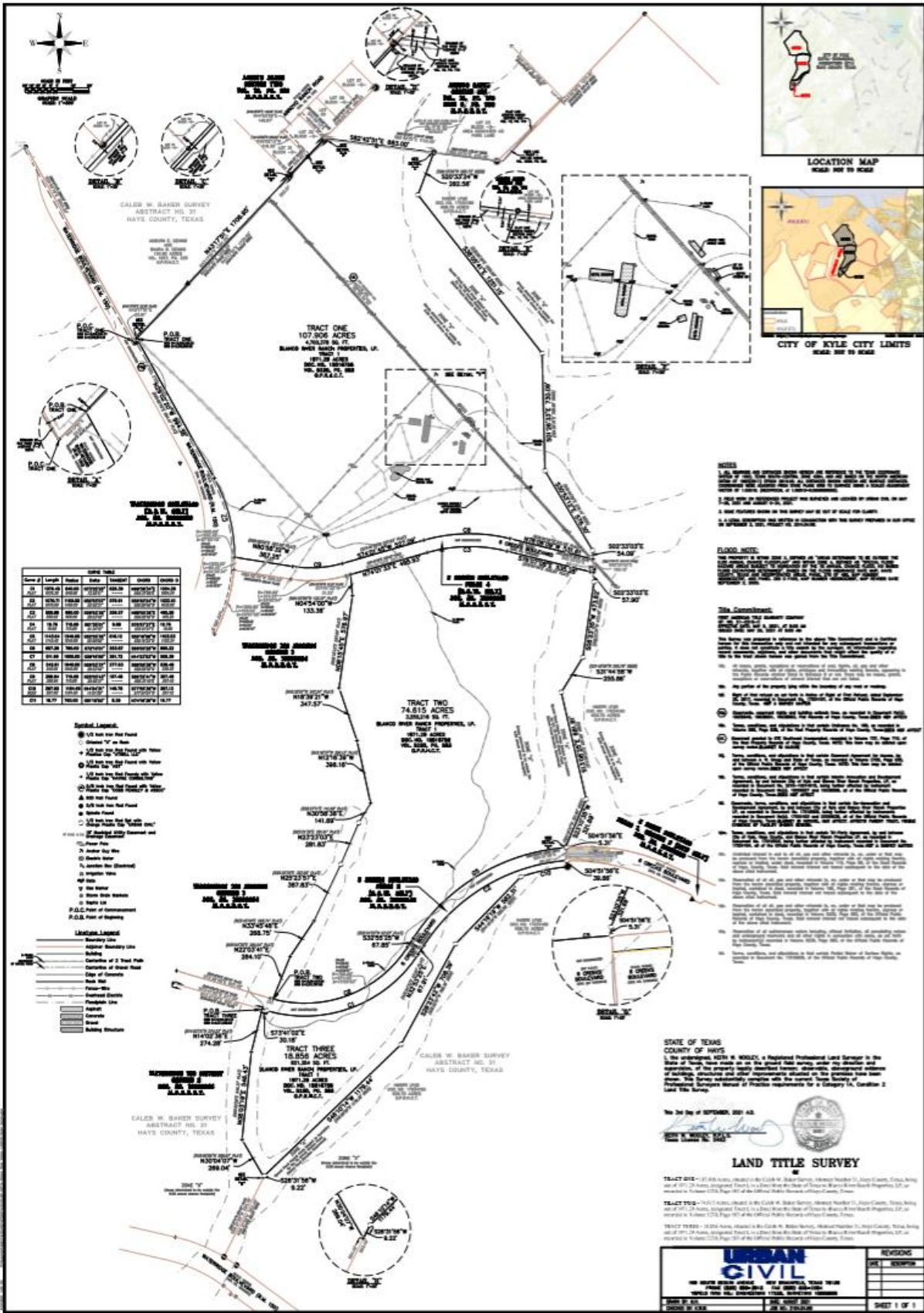
URBAN CIVIL

*Keith W. Wooley*  
Keith W. Wooley, R.P.L.S.  
License No. 5463

Page 2 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130  
830.606.3913 | [urbancivil.com](http://urbancivil.com)

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900



Line #	Length	Bearing	Date	Station	Station #
01	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
02	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
03	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
04	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
05	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
06	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
07	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
08	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
09	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
10	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
11	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
12	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
13	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
14	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
15	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
16	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
17	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
18	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
19	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
20	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
21	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
22	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
23	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
24	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
25	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
26	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
27	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
28	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
29	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906
30	107.906	S 89° 57' 30" W	08/20/10	107.906	107.906

- Symbol Legend:**
- UTM Zone and Grid
  - Corner "V" or "W"
  - 3/4" Iron Pipe Stake
  - 1/2" Iron Pipe Stake
  - 1/4" Iron Pipe Stake
  - 1/8" Iron Pipe Stake
  - 1/16" Iron Pipe Stake
  - 1/32" Iron Pipe Stake
  - 1/64" Iron Pipe Stake
  - 1/128" Iron Pipe Stake
  - 1/256" Iron Pipe Stake
  - 1/512" Iron Pipe Stake
  - 1/1024" Iron Pipe Stake
  - 1/2048" Iron Pipe Stake
  - 1/4096" Iron Pipe Stake
  - 1/8192" Iron Pipe Stake
  - 1/16384" Iron Pipe Stake
  - 1/32768" Iron Pipe Stake
  - 1/65536" Iron Pipe Stake
  - 1/131072" Iron Pipe Stake
  - 1/262144" Iron Pipe Stake
  - 1/524288" Iron Pipe Stake
  - 1/1048576" Iron Pipe Stake
  - 1/2097152" Iron Pipe Stake
  - 1/4194304" Iron Pipe Stake
  - 1/8388608" Iron Pipe Stake
  - 1/16777216" Iron Pipe Stake
  - 1/33554432" Iron Pipe Stake
  - 1/67108864" Iron Pipe Stake
  - 1/134217728" Iron Pipe Stake
  - 1/268435456" Iron Pipe Stake
  - 1/536870912" Iron Pipe Stake
  - 1/1073741824" Iron Pipe Stake
  - 1/2147483648" Iron Pipe Stake
  - 1/4294967296" Iron Pipe Stake
  - 1/8589934592" Iron Pipe Stake
  - 1/17179869184" Iron Pipe Stake
  - 1/34359738368" Iron Pipe Stake
  - 1/68719476736" Iron Pipe Stake
  - 1/137438953472" Iron Pipe Stake
  - 1/274877906944" Iron Pipe Stake
  - 1/549755813888" Iron Pipe Stake
  - 1/1099511627776" Iron Pipe Stake
  - 1/2199023255552" Iron Pipe Stake
  - 1/4398046511104" Iron Pipe Stake
  - 1/8796093022208" Iron Pipe Stake
  - 1/17592186444416" Iron Pipe Stake
  - 1/35184372888832" Iron Pipe Stake
  - 1/70368745777664" Iron Pipe Stake
  - 1/140737491555328" Iron Pipe Stake
  - 1/281474983110656" Iron Pipe Stake
  - 1/562949966221312" Iron Pipe Stake
  - 1/1125899932442624" Iron Pipe Stake
  - 1/2251799864885248" Iron Pipe Stake
  - 1/4503599729770496" Iron Pipe Stake
  - 1/9007199459540992" Iron Pipe Stake
  - 1/18014398919081984" Iron Pipe Stake
  - 1/36028797838163968" Iron Pipe Stake
  - 1/72057595676327936" Iron Pipe Stake
  - 1/144115191352655872" Iron Pipe Stake
  - 1/288230382705311744" Iron Pipe Stake
  - 1/576460765410623488" Iron Pipe Stake
  - 1/1152921530821246976" Iron Pipe Stake
  - 1/2305843061642493952" Iron Pipe Stake
  - 1/4611686123284987904" Iron Pipe Stake
  - 1/9223372246569975808" Iron Pipe Stake
  - 1/18446744493139958416" Iron Pipe Stake
  - 1/36893488986279916832" Iron Pipe Stake
  - 1/73786977972559833664" Iron Pipe Stake
  - 1/147573955945119667296" Iron Pipe Stake
  - 1/295147911890239334592" Iron Pipe Stake
  - 1/590295823780478669184" Iron Pipe Stake
  - 1/1180591647560957338368" Iron Pipe Stake
  - 1/2361183295121914676736" Iron Pipe Stake
  - 1/4722366590243829353472" Iron Pipe Stake
  - 1/9444733180487658706944" Iron Pipe Stake
  - 1/18889466360975317413888" Iron Pipe Stake
  - 1/37778932721950634827776" Iron Pipe Stake
  - 1/75557865443901269655552" Iron Pipe Stake
  - 1/151115730887802539311104" Iron Pipe Stake
  - 1/302231461775605078622208" Iron Pipe Stake
  - 1/604462923551210157244416" Iron Pipe Stake
  - 1/1208925847102420314488832" Iron Pipe Stake
  - 1/2417851694204840628977664" Iron Pipe Stake
  - 1/4835703388409681257955528" Iron Pipe Stake
  - 1/9671406776819362515911056" Iron Pipe Stake
  - 1/1934281355363872503822112" Iron Pipe Stake
  - 1/3868562710727745007644224" Iron Pipe Stake
  - 1/7737125421455490015288448" Iron Pipe Stake
  - 1/15474250842910980130576896" Iron Pipe Stake
  - 1/3094850168582196026115392" Iron Pipe Stake
  - 1/6189700337164392052230784" Iron Pipe Stake
  - 1/123794006743287841044615668" Iron Pipe Stake
  - 1/24758801348577568208923136" Iron Pipe Stake
  - 1/49517602697155136417846272" Iron Pipe Stake
  - 1/99035205394310272835692544" Iron Pipe Stake
  - 1/198070410788620546711375088" Iron Pipe Stake
  - 1/396140821577241093422750176" Iron Pipe Stake
  - 1/792281643154482186845500352" Iron Pipe Stake
  - 1/1584563287089643736911000704" Iron Pipe Stake
  - 1/3169126574179287473822001408" Iron Pipe Stake
  - 1/6338253148358574947644002816" Iron Pipe Stake
  - 1/1267650629671714989528805632" Iron Pipe Stake
  - 1/2535301259343429979057611264" Iron Pipe Stake
  - 1/507060251868685995811522528" Iron Pipe Stake
  - 1/1014120503737371991623045056" Iron Pipe Stake
  - 1/2028241007475543983246091112" Iron Pipe Stake
  - 1/4056482014951087966492182224" Iron Pipe Stake
  - 1/8112964029902175932984364448" Iron Pipe Stake
  - 1/1622592845804355186596872896" Iron Pipe Stake
  - 1/3245185691608710373193745792" Iron Pipe Stake
  - 1/6490371383217420746387491584" Iron Pipe Stake
  - 1/129807427643548414927776316672" Iron Pipe Stake
  - 1/25961485528709683855555263344" Iron Pipe Stake
  - 1/51922971057419367711110668688" Iron Pipe Stake
  - 1/103845941134838735422221333776" Iron Pipe Stake
  - 1/207691882269677470844442667552" Iron Pipe Stake
  - 1/415383764539354941688885335104" Iron Pipe Stake
  - 1/830767529078709883377770670208" Iron Pipe Stake
  - 1/166153505815741976675553340416" Iron Pipe Stake
  - 1/332307011637483953351110680832" Iron Pipe Stake
  - 1/664614023274967906702221361664" Iron Pipe Stake
  - 1/1329228046549354114044442723328" Iron Pipe Stake
  - 1/2658456093098708228088885446656" Iron Pipe Stake
  - 1/5316912186197416456177770893312" Iron Pipe Stake
  - 1/10633824372394832912355553786624" Iron Pipe Stake
  - 1/212676487447896658247111115732448" Iron Pipe Stake
  - 1/42535297489579331649422223146896" Iron Pipe Stake
  - 1/85070594979158663298844446293792" Iron Pipe Stake
  - 1/17014118995831732719768888858576" Iron Pipe Stake
  - 1/34028237991663465439537777717152" Iron Pipe Stake
  - 1/68056475983326930879075555534304" Iron Pipe Stake
  - 1/136112951966653861781511111108608" Iron Pipe Stake
  - 1/272225903933307723563022222217216" Iron Pipe Stake
  - 1/544451807866615447126044444434432" Iron Pipe Stake
  - 1/108890361573231089425208888868864" Iron Pipe Stake
  - 1/217780723146462178850417777737728" Iron Pipe Stake
  - 1/435561446292924357700835555475456" Iron Pipe Stake
  - 1/871122892585848715440171111190912" Iron Pipe Stake
  - 1/174224584573769730888034222381824" Iron Pipe Stake
  - 1/348449169147539461776168444763648" Iron Pipe Stake
  - 1/696898338295078923552336889527296" Iron Pipe Stake
  - 1/139379667590015784710467377154592" Iron Pipe Stake
  - 1/27875933518003156942093475430912" Iron Pipe Stake
  - 1/557518670360063138841869508618224" Iron Pipe Stake
  - 1/111503734072012627683737901736448" Iron Pipe Stake
  - 1/223007468144025255367475803472896" Iron Pipe Stake
  - 1/446014936288050510734951656945792" Iron Pipe Stake
  - 1/892029872576101021469931313891584" Iron Pipe Stake
  - 1/178405974515220204293982627783008" Iron Pipe Stake
  - 1/356811949030440408587965255566016" Iron Pipe Stake
  - 1/713623898060880817175930511132128" Iron Pipe Stake
  - 1/142724779612176173555181022226256" Iron Pipe Stake
  - 1/285449559224352347111162044452512" Iron Pipe Stake
  - 1/570899118448704694222324088885024" Iron Pipe Stake
  - 1/114179837697740938844464976976048" Iron Pipe Stake
  - 1/228359675395481877688891959532096" Iron Pipe Stake
  - 1/456719350790963755377783919164192" Iron Pipe Stake
  - 1/913438701581927510755567838328384" Iron Pipe Stake
  - 1/182687740316385502151113676566768" Iron Pipe Stake
  - 1/365375480632771004302227353313536" Iron Pipe Stake
  - 1/730750961265542008604454706627072" Iron Pipe Stake
  - 1/146150192253108401720889093324144" Iron Pipe Stake
  - 1/292300384506216803441777786656888" Iron Pipe Stake
  - 1/5846007690124336068835555733137776" Iron Pipe Stake
  - 1/11692015380248672137671111146675552" Iron Pipe Stake
  - 1/2338403076049734427534222333451104" Iron Pipe Stake
  - 1/4676806152099468855068444666902208" Iron Pipe Stake
  - 1/9353612304198937710136888933804416" Iron Pipe Stake
  - 1/1870722468399787542027377786688332" Iron Pipe Stake
  - 1/374144493679957508405475557337776" Iron Pipe Stake
  - 1/74828898735991501681095111146675552" Iron Pipe Stake
  - 1/1496577954719300333621810222333451104" Iron Pipe Stake
  - 1/299315590943860066724362444666902208" Iron Pipe Stake
  - 1/59863118188772013344888933804416" Iron Pipe Stake
  - 1/11972623637754402689777786688332" Iron Pipe Stake
  - 1/2394524727550880537955557337776" Iron Pipe Stake
  - 1/478904945510176107591111146675552" Iron Pipe Stake
  - 1/95780989102035221518222333451104" Iron Pipe Stake
  - 1/19156198204407043036444666902208" Iron Pipe Stake
  - 1/38312396408814086072888933804416" Iron Pipe Stake
  - 1/76624792817628172145777786688332" Iron Pipe Stake
  - 1/15324958563245634291155557337776" Iron Pipe Stake
  - 1/3064991712649126858231111146675552" Iron Pipe Stake
  - 1/612998342529825371646222333451104" Iron Pipe Stake
  - 1/122599664859765074329444666902208" Iron Pipe Stake
  - 1/24519932971953014864888933804416" Iron Pipe Stake
  - 1/4903986594390602972977786688332" Iron Pipe Stake
  - 1/980797318878120594595557337776" Iron Pipe Stake
  - 1/196159463757624118911111146675552" Iron Pipe Stake
  - 1/3923189275152482378222333451104" Iron Pipe Stake
  - 1/7846378550304964756444666902208" Iron Pipe Stake
  - 1/1569275710609929512888933804416" Iron Pipe Stake
  - 1/313855142121985902577786688332" Iron Pipe Stake
  - 1/627710284243971805155557337776" Iron Pipe Stake
  - 1/125542056848794361311111146675552" Iron Pipe Stake
  - 1/2510841136975887226222333451104" Iron Pipe Stake
  - 1/5021682273951774452444666902208" Iron Pipe Stake
  - 1/1004336454790354894888933804416" Iron Pipe Stake
  - 1/200867290958070978977786688332" Iron Pipe Stake
  - 1/40173458191614195795557337776" Iron Pipe Stake
  - 1/803469163832283915911111146675552" Iron Pipe Stake
  - 1/1606938276645678318222333451104" Iron Pipe Stake
  - 1/3213876553291356636444666902208" Iron Pipe Stake
  - 1/6427753106582713272888933804416" Iron Pipe Stake
  - 1/1285550621196542654577786688332" Iron Pipe Stake
  - 1/257110124239308530911111146675552" Iron Pipe Stake
  - 1/5142202484786170618222333451104" Iron Pipe Stake
  - 1/10284404969572341237444666902208" Iron Pipe Stake
  - 1/20568809939144682474888933804416" Iron Pipe Stake
  - 1/411376198782893649497786688332" Iron Pipe Stake
  - 1/822752397565787298995557337776" Iron Pipe Stake
  - 1/1645504771331574597991111146675552" Iron Pipe Stake
  - 1/329100954266314919598222333451104" Iron Pipe Stake
  - 1/658201908532629839197644666902208" Iron Pipe Stake
  - 1/131640381706525967839533804416" Iron Pipe Stake
  - 1/2632807634130519356790667337776" Iron Pipe Stake
  - 1/5265615268261038713581111146675552" Iron Pipe Stake
  - 1/10531230535220774271716222333451104" Iron Pipe Stake
  - 1/210624610704415485434244666902208" Iron Pipe Stake
  - 1/42124922140883097086888933804416" Iron Pipe Stake
  - 1/842498442817661941737786688332" Iron Pipe Stake
  - 1/168499685635532388349557337776" Iron Pipe Stake
  - 1/3369993712710647766991111146675552" Iron Pipe Stake
  - 1/673998742542129553398222333451104" Iron Pipe Stake
  - 1/1347997485084259106797644666902208" Iron Pipe Stake
  - 1/269599497016851821395533804416" Iron Pipe Stake
  - 1/539198994033703642791111146675552" Iron Pipe Stake
  - 1/107839798806740728558222333451104" Iron Pipe Stake
  - 1/21567959761348147117644666902208" Iron Pipe Stake
  - 1/431359195226962942352888933804416" Iron Pipe Stake
  - 1/8627183904539258847057786688332" Iron Pipe Stake
  - 1/172543678451765176941111146675552" Iron Pipe Stake
  - 1/34508735690353035388222333451104" Iron Pipe Stake
  - 1/6901747138070607077644666902208" Iron Pipe Stake
  - 1/138034942761412141552888933804416" Iron Pipe Stake
  - 1/2760698855228242831057786688332" Iron Pipe Stake
  - 1/55213977104564856621111146675552" Iron Pipe Stake
  - 1/11042795420912971324222333451104" Iron Pipe Stake
  - 1/2208559084182594248444666902208" Iron Pipe Stake
  - 1/4417118168365188496888933804416" Iron Pipe Stake
  - 1/88342363367303769937786688332" Iron Pipe Stake
  - 1/176684726734607539875557337776" Iron Pipe Stake
  - 1/353369453469215079751111146675552" Iron Pipe Stake
  - 1/70673890693843015950222333451104" Iron Pipe Stake
  - 1/14134778138768603900444666902208" Iron Pipe Stake
  - 1/28269556277537207800888933804416" Iron Pipe Stake
  - 1/565391125550744156017786688332" Iron Pipe Stake
  - 1/113078225111152832035557337776" Iron Pipe Stake
  - 1/226156450222305664071111146675552" Iron Pipe Stake
  - 1/45231290044461132814222333451104" Iron Pipe Stake
  - 1/9046258008892226562844666902208" Iron Pipe Stake
  - 1/180925160177844531256888933804416" Iron Pipe Stake
  - 1/3618503203556890625137786688332" Iron Pipe Stake
  - 1/7237006407113781251275557337776" Iron Pipe Stake
  - 1/1447401281436356252251111146675552" Iron Pipe Stake
  - 1/289480256287271250450222333451104" Iron Pipe Stake
  - 1/57896051257454250090044666902208" Iron Pipe Stake
  - 1/115792102514910851800888933804416" Iron Pipe Stake
  - 1/2315842050298216036017786688332" Iron Pipe Stake
  - 1/46316841005964320720

## Exhibit “2”

### SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

**WHEREAS**, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

**WHEREAS**, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the ESD 5 (Kyle Fire Department) fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities,



construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

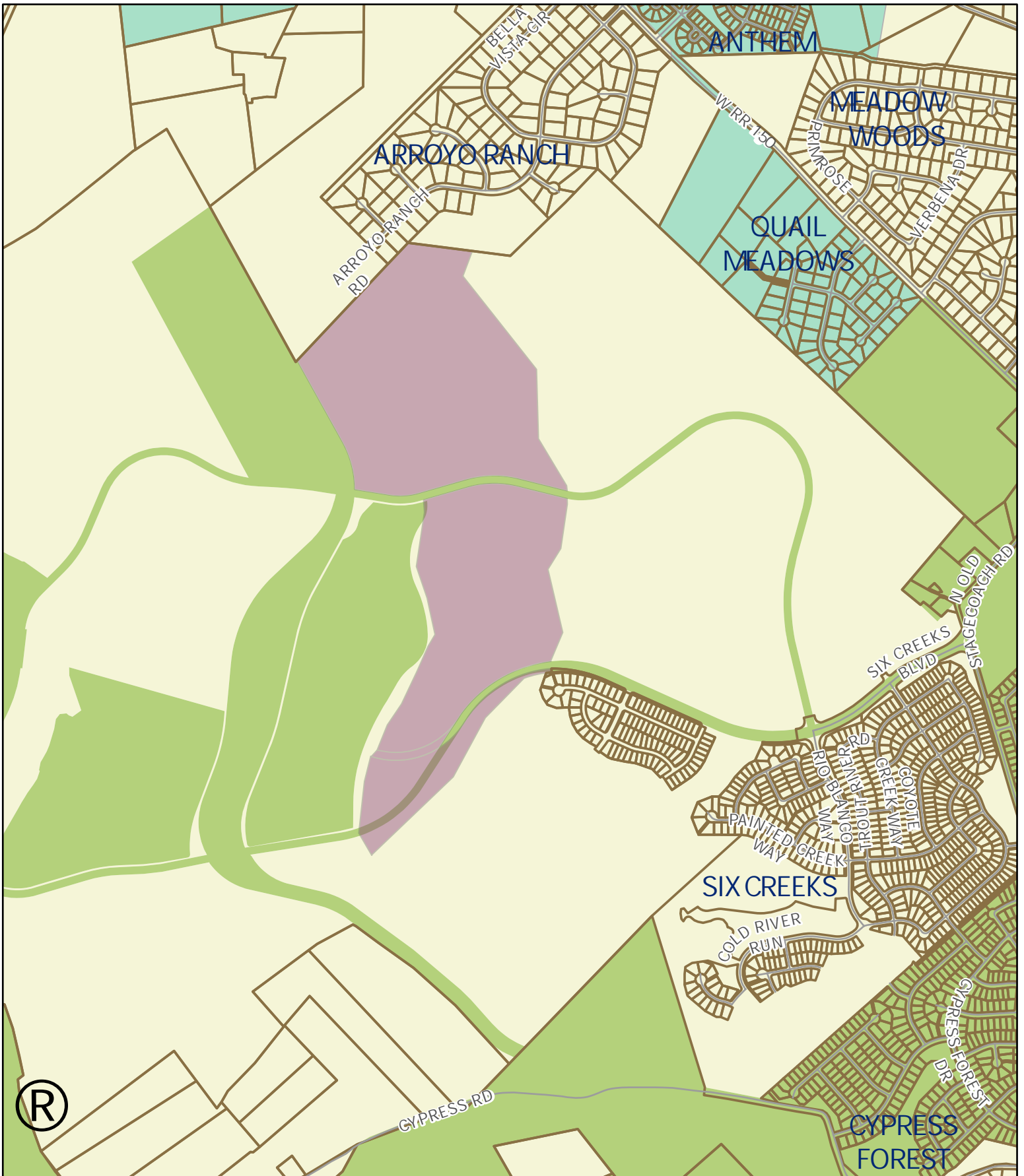
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

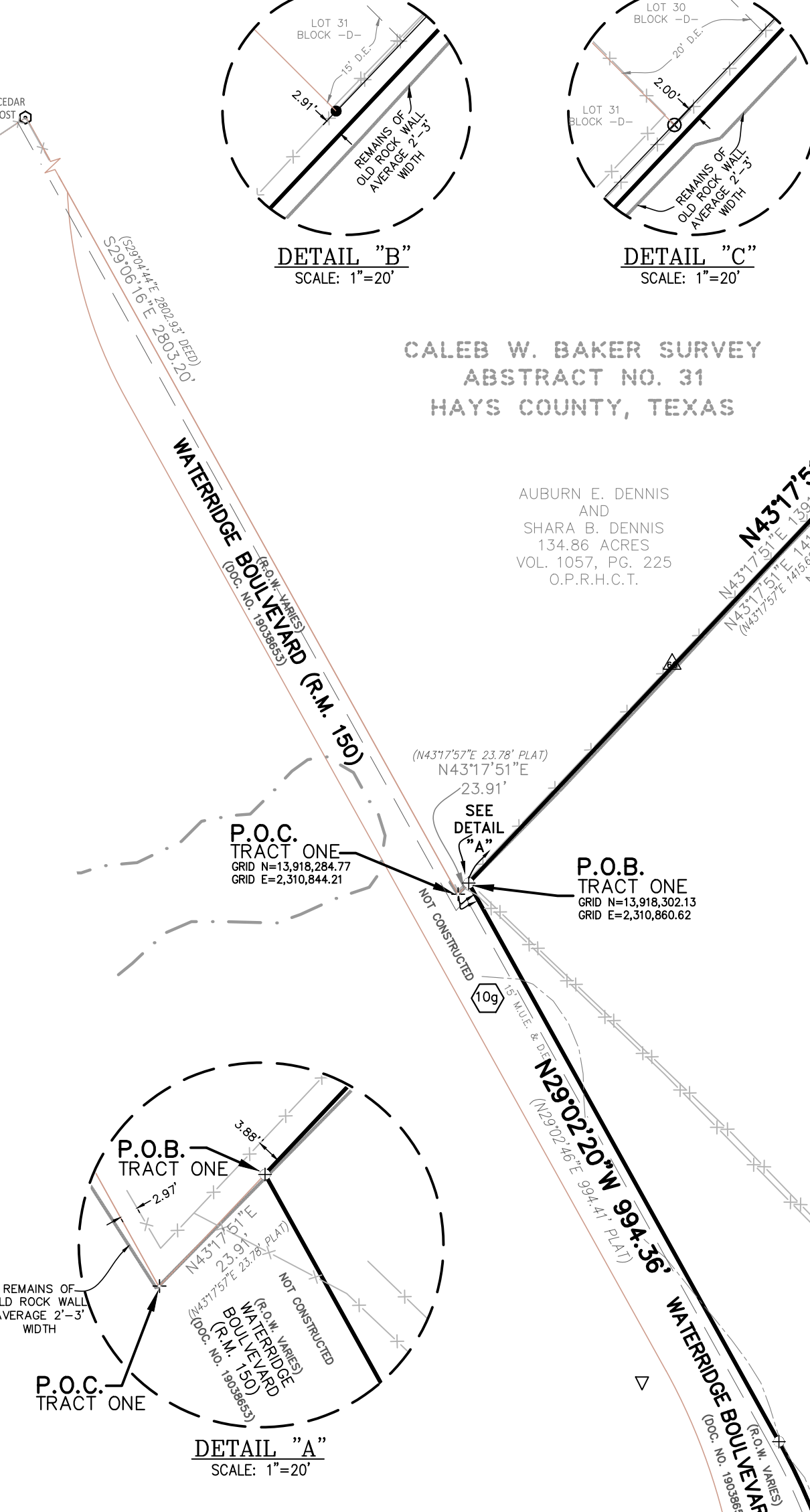
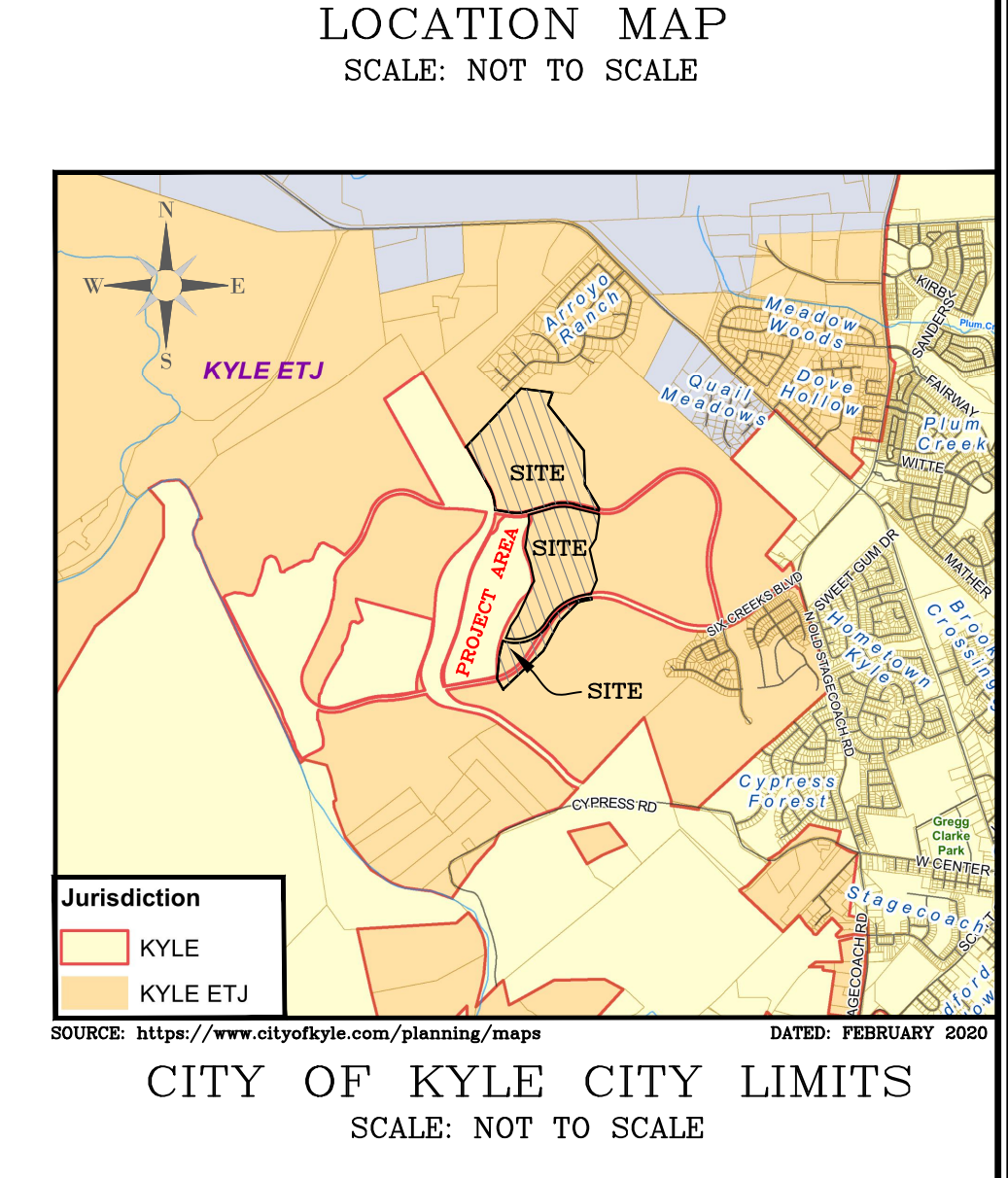
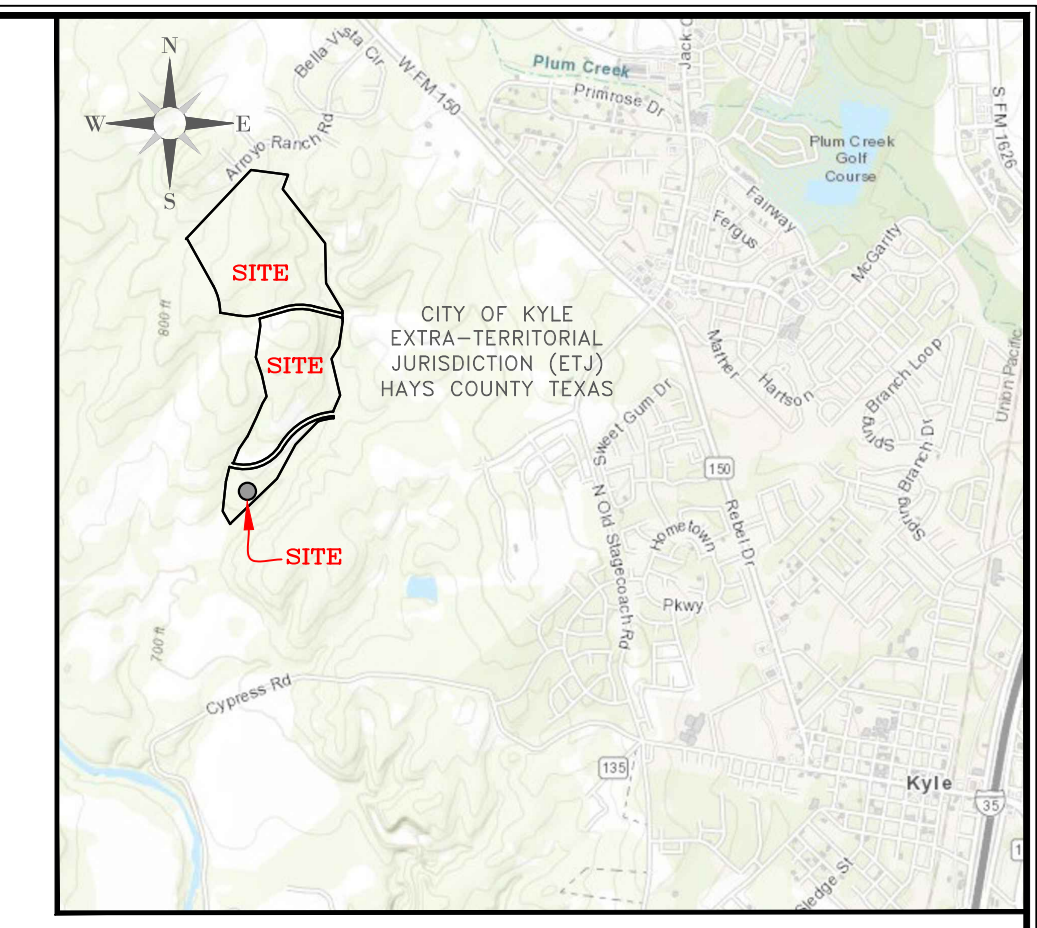
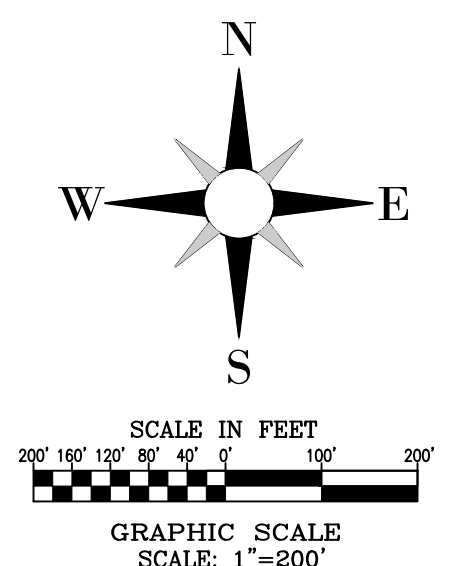
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



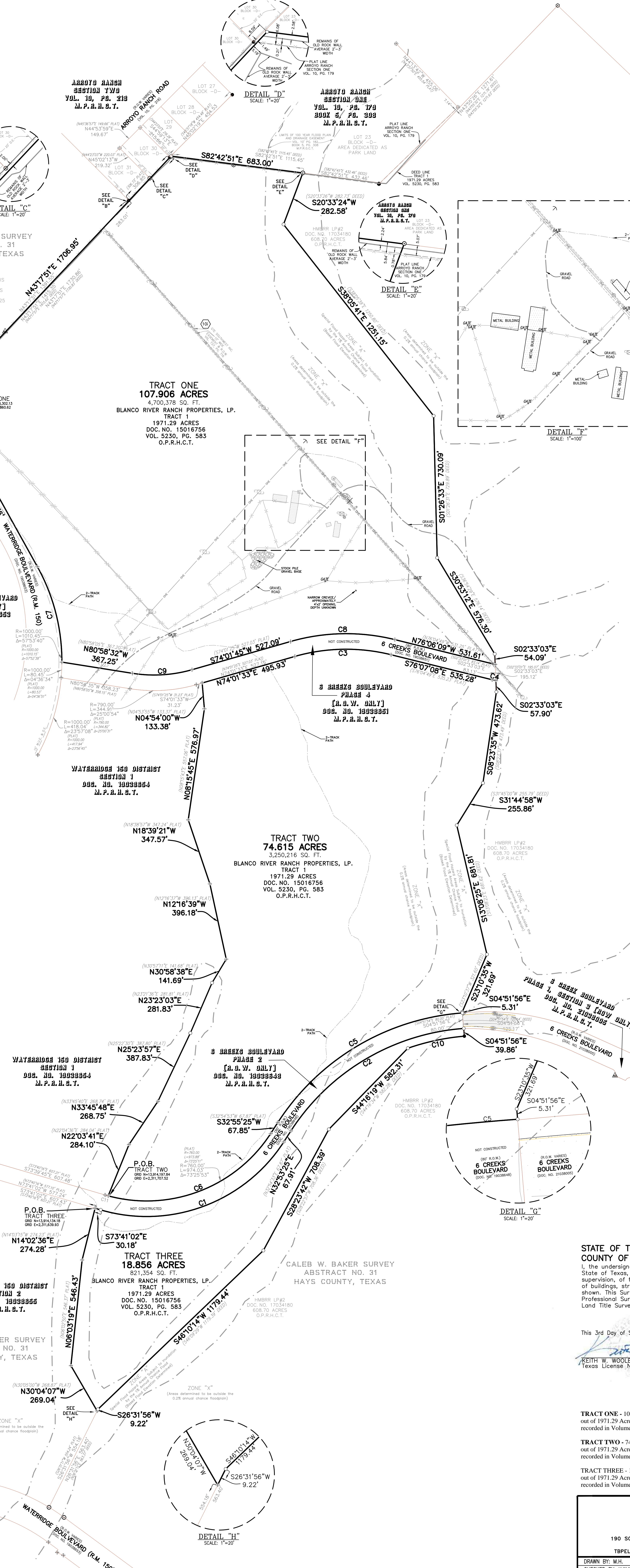
Property Location Map  
 ANNX-21-0014  
 Voluntary Annexation Petition  
 201.38 Acres

- KYLE CITY LIMITS
- KYLE ETJ
- MOUNTAIN CITY ETJ
- Area to be Annexed
- Parcel Lines



Curve #	Length	Radius	Delta	TANGENT	CHORD	CHORD D
C1	1076.45	840.00	073°25'25"	626.39	N69°38'34"E	1004.29
C2	1070.50	1160.00	052°33'07"	576.91	S69°20'24"W	1033.10
C3	500.86	960.00	029°53'35"	256.27	N89°00'36"E	495.20
C4	19.76	715.00	001°35'01"	9.88	S76°57'27"E	19.76
C5	1143.64	1240.00	052°50'36"	616.12	S59°19'09"W	1103.53
C6	957.26	780.00	072°10'01"	553.87	S69°00'25"W	895.22
C7	511.96	1000.00	029°19'59"	261.72	N14°23'53"W	506.39
C8	542.61	1040.00	029°53'37"	277.63	S88°58'36"W	536.48
C9	309.84	710.00	025°00'43"	157.48	S86°32'41"W	307.49
C10	287.92	1184.66	014°24'31"	149.75	S77°55'39"W	297.13
C11	16.77	760.00	001°15'52"	8.39	N74°16'39"W	16.77

- Symbol Legend:**
- 1/2 Inch Iron Rod Found
  - Chiseled "X" on Rock
  - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "ATWELL LLC"
  - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "AST"
  - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "HAYNE CONSULTING"
  - 5/8 Inch Iron Rod Found with Yellow Plastic Cap "COBB PENDLEY & ASSOC"
  - 60D Nail Found
  - 5/8 Inch Iron Rod Found
  - Spindle Found
  - 1/2 Inch Iron Rod Set with Orange Plastic Cap "URBAN CIVIL"
  - 15' Municipal Utility Easement and Drainage Easement
  - Power Pole
  - Anchor Guy Wire
  - Electric Meter
  - Junction Box (Electrical)
  - Irrigation Valve
  - Gate
  - Gas Marker
  - Storm Drain Manhole
  - Septic Lid
  - P.O.C. Point of Commencement
  - P.O.B. Point of Beginning
- Linetype Legend**
- Boundary Line
  - Adj. Boundary Line
  - Building
  - Centerline of 2 Tract Path
  - Centerline of Gravel Road
  - Edge of Concrete
  - Rock Wall
  - Fence-Wire
  - Overhead Electric
  - Floodplain Line
  - Asphalt
  - Concrete
  - Gravel
  - Building Structure



**NOTES**

- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCE TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH-CENTRAL ZONE 4204, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) EPOCH 2010.00. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. COORDINATES WERE ADJUSTED FROM STATE PLANE GRID TO SURFACE USING A SCALED ADJUSTMENT FACTOR OF 1.00010 (RECORDED IN 1:000100000000000).
- FIELD WORK ON REFERENCED PROJECT WAS SURVEYED AND LOCATED BY URBAN CIVIL ON MAY 7-26, 2021 AND AUGUST 9-24, 2021.
- SOME FEATURES SHOWN ON THIS SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- A LEGAL DESCRIPTION WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PREPARED IN OUR OFFICE ON SEPTEMBER 3, 2021, PROJECT NO. 2014.04.NB.

**FLOOD NOTE:**

THIS PROPERTY IS WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND WITHIN ZONE A, DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASED FLOOD ELEVATIONS DETERMINED", BASED ON THE FLOOD INSURANCE RATE MAP, HAYS COUNTY, TEXAS AND INCORPORATED AREAS, PANEL 270 OF 495, MAP NUMBER 4820903270F AND PANEL 385 OF 495, MAP NUMBER 4820903035F, MAP REVISED DATE SEPTEMBER 2, 2005.

**Title Commitment:**

FIRST AMERICAN TITLE GUARANTY COMPANY  
 OF NO. 21-2316-1  
 EFFECTIVE DATE: MAY 5, 2021, AT 8:00 AM  
 ISSUED DATE: MAY 26, 2021 AT 8:00 AM

- This Survey was prepared in reference to the above Title Commitment and is Certified hereon for this transaction only and not for any subsequent transfers, LPs or parties. It does not constitute a title search by the surveyor. All information regarding record easements, adjoiners, and other documents that might affect the quality of a title to the tract shown hereon was gained from the Title Commitment.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - Any portion of the property lying within the boundary of any road or roadway.
  - Right of first refusal as set forth in Notice of First Refusal, dated September 20, 2017, recorded in Document No. 17034187, of the Official Public Records of Hays County, Texas. **NOT A SURVEY MATTER**
  - Easements, easement rights and building setback lines, as recorded in Document No(s) 19038648, 19038651, 19038653, Plat Records of Hays County, Texas. **DOES NOT AFFECT**
  - Terms, conditions, and stipulations in that certain Ordinance No. 199, as recorded in Volume 565, Page 835, of the Real Property Records of Hays County, Texas. **NOT A SURVEY MATTER**
  - Easement granted to GTE Southwest Incorporated, recorded in Volume 737, Page 716, of the Real Property Records of Hays County, Texas. NOTE: This item may be deleted upon survey review. **BLANKET IN NATURE**
  - Terms, conditions, and stipulations in that certain Easement Agreement for Access, by and between A. W. Gregg and State of Texas, as recorded in Volume 2755, Page 835, of the Official Public Records of Hays County, Texas. NOTE: This item may be deleted upon survey review. **DOES NOT AFFECT**
  - Terms, conditions, and stipulations in that certain Interim Annexation and Development Agreement, by and between City of Kyle and Blanco River Ranch Properties, LP, as recorded in Document No(s) 17034183 and 00056036, of the Official Public Records of Hays County, Texas. **BLANKET IN NATURE, MAY AFFECT. AFFECTS PARENT TRACT, VISIBLE EVIDENCE OF FACILITY SHOWN HEREON.**
  - Terms, conditions, and stipulations in that certain Tri-Party Agreement, by and between City of Kyle, Hays County, and Blanco River Ranch Properties, LP, as recorded in Document No. 17018506, being further affected by instrument recorded in Document No. 17034184, of the Official Public Records of Hays County, Texas. **NOT A SURVEY MATTER**
  - Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed, recorded in Volume 110, Page 68, of the Deed Records of Hays County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
  - Reservation of all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed, recorded in Volume 5230, Page 583, of the Official Public Records of Hays County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
  - Reservation of all subterranean waters including, without limitation, all percolating waters and underground reservoirs and all other rights in connection with same, as set forth by instrument(s) recorded in Volume 5230, Page 583, of the Official Public Records of Hays County, Texas.
  - Terms, conditions, and stipulations in that certain Partial Waiver of Surface Rights, as recorded in Document No. 17018628, of the Official Public Records of Hays County, Texas.

STATE OF TEXAS  
 COUNTY OF HAYS

I, the undersigned, KEITH W. WOOLEY, a Registered Professional Land Surveyor in the State of Texas, have made an on the ground field survey, under my direction and supervision, of the property legally described hereon; observable, aboveground evidence of buildings, structures and other improvements situated on the premises have been shown. This Survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2 Land Title Survey.

Witness my hand and seal this 3rd Day of SEPTEMBER, 2021 A.D.

KEITH W. WOOLEY, R.P.L.S.  
 Texas License No. 5463

**LAND TITLE SURVEY**

of

TRACT ONE - 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

TRACT TWO - 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

TRACT THREE - 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

**URBAN CIVIL**

190 SOUTH SEGUIN AVENUE NEW BRAUNFELS, TEXAS 78130  
 PHONE (830) 606-3913 FAX (830) 625-2204  
 TBPELS FIRM NO.: ENGINEERING 17233, SURVEYING 10005900

DRAWN BY: M.H. DATE: AUGUST 2021  
 CHECKED BY: K.W.W. JOB NO.: 2104.04.NB

REVISIONS	
DATE	DESCRIPTION

SHEET 1 OF 1

**BLANCO RIVER RANCH**  
**INTERIM ANNEXATION AND DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS                   §

This Blanco River Ranch Interim Annexation and Development Agreement (the "**Agreement**") is made and entered into by and among the **CITY OF KYLE, TEXAS** a home rule city and municipal corporation (the "**City**"); and **BLANCO RIVER RANCH PROPERTIES, LP**, a Texas limited partnership ("**Owner**"). By the signature below, Owner warrants and represents that there are no other owners of any portion of the Property and no other third-parties holding an interest therein.

**RECITALS**

- A. Owner owns a total of approximately 2,166 acres of land located in Hays County, Texas contained within the area described in the attached Exhibit "A" (the "Property"). The Property is located in the City's extraterritorial jurisdiction ("ETJ"), and also within its corporate limits. Exhibit "A-1", "Jurisdiction Map" details the area of the Property located currently within the City of Kyle's corporate limits (the "Current City Limits Property").
- B. Owner intends to develop a portion of the Property as Commercial ("Commercial Land") and a portion of the Property as Residential ("Residential Land"), as shown on Exhibit "A-2".
- C. Owner has filed a petition for voluntary annexation, as amended, for the Commercial Land and the City has begun the process to institute annexation proceedings for the Property to be finalized contemporaneously herewith.
- D. In consideration of Owner agreeing to voluntary annexation of the Property, the Owner desires to (i) have the City enter into a Final Development Agreement for the Property; (ii) have the City create a Public Improvement District (PID) or other infrastructure financing mechanisms on the entire Property, (iii) enter into a Chapter 380 reimbursement agreement for the Commercial Land, and (iv) disannex the Current City Limits Property.
- E. The City acknowledges that the Chapter 380, PID, TIF or other infrastructure financing mechanisms on the Property are essential for development and economic value of the Property.

- F. The City and Owner intend to enter into a Final Development Agreement reflecting additional and more specific agreed terms.
- G. The City acknowledges that the Residential Land will not be annexed until the applicable PID bonds have been paid off and there are no more PID assessments on the Residential Land.
- H. This Agreement is entered into pursuant to Section 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City.
- I. This Agreement is to be recorded by the City in the Real Property Records of Hays County, Texas.
- J. The Owner and the City desire to enter into this Agreement to document agreed terms as of the effective date of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

“**City Code**” means the City Code of Ordinances of Kyle, in effect on the date hereof.

“**City Council**” means the City Council of the City or any other successor governing body.

“**Commercial Land**” means the portion of the Property proposed for annexation that contains property proposed for commercial development and certain portions of roadways, as shown on Exhibit A-2.

“**Concept Plan**” means the concept plan attached hereto as Exhibit “B”.

“**Effective Date**” and similar references means the date of the latest signature by authorized representatives of the parties.

“**ETJ**” means all land located within the City’s extraterritorial jurisdiction under Chapter 42 of the Texas Local Government Code, as reflected in the recitals of this Agreement.

“**Final Development Agreement**” shall mean the Final Annexation and Development Agreement which the Owner and City intend to enter into, reflecting additional and more specific agreed terms which will amend, restate and replace this Agreement.

“**Notice**” shall have the meaning set forth in Section 10.04.

“**Project**” shall mean a master-planned subdivision that will include approximately 3,500 single family homes, amenity area(s) with recreational facilities, commercial, mixed-use, retail, corporate campus, and destination resort development sites. The Project includes the construction of off-site and on-site utility facilities to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement. The Project may include multiple phases for platting and construction purposes.

“**Property**” means all land described in Exhibit “A”.

“**Requested Approvals**” means (i) the approval by the City Council of a Final Development Agreement for the Property; (ii) annexation of the Commercial Land for limited purposes; (iii) approval by the City Council of the creation of a PID on the entire Property and issuance of bonds; and (iv) approval of a Chapter 380 reimbursement agreement for the Commercial Land.

“**Residential Land**” means (i) the portion of the Property not proposed for annexation that contains property proposed for residential development and certain portions of roadways, as shown on Exhibit “A-2” and (ii) the Current City Limits Property.

**Section 1.02 Other Definitions.** All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

**Article II.**  
**ANNEXATION**

**Section 2.01      Annexation.**

- A.    The Commercial Land is being annexed contemporaneously herewith.
- B.    After full purpose annexation, all city ordinances, regulations and requirements applicable in the City's full purpose jurisdiction shall apply to the Commercial Land, except for those exclusions from the City Code described on Exhibit "C". The Owner covenants and agrees that while not having to comply with the City Code described on Exhibit "C", the Owner will not be prescribed any rights or authorities generally allowed by such codes. Additionally, the Owner agrees to not file any type of application for a subdivision plat or other development-related approval for any given portion of the Commercial Land with the City until the Public Improvement District ("PID") has been established or the Final Development Agreement has been executed.
- C.    The Commercial Land will initially be zoned as agricultural district A (City Code Section 53-35) until ultimately rezoned at the time of platting, in accordance with the Concept Plan to allow for the proposed commercial uses, as shown on Exhibit "B".
- D.    This Interim Annexation and Development Agreement is considered the first permit for purposes of Chapter 245 of the Texas Local Government Code.
- E.    Annexation of the Residential Land will be addressed in the Final Development Agreement, but it is intended that the Residential Land will be annexed once the applicable PID bonds have been paid off and there are no more PID assessments on the Residential Land

**Section 2.02      Disannexation.**

- A.    It is hereby agreed that this Agreement shall be deemed to be a petition to disannex the Current City Limits Property pursuant to Section 1.07 of the City Charter and the City agrees to support and in good faith diligently process Owner's petition to disannex the Current City Limits Property.

**Article III.**

**REQUESTED APPROVALS; ANTICIPATED SCHEDULE**

**Section 3.01      PID.**

A. The City's current requirements for approving a Public Improvement District under Chapter 372 of the Texas Local Government Code ("PID") are attached as Exhibit "D-1" (the "PID Requirements"). Subject to the submittal of a petition by Owner, including other materials required by the City's PID Requirements, (the "PID Petition") the City shall cooperate with Owner in good faith to form a Public Improvement District ("PID") generally incorporating the terms attached hereto as Exhibit "D", covering the Property and to issue bonds to fund Public Improvements for the Project. The bonds will be secured by the levy and collection of special assessments against the Property.

B. The purpose of the PID shall be to (a) pay for the PID qualified costs associated with the construction of on-site Public Improvements permitted under Tex. Local Gov't Code Chapter 372; (b) pay for the PID qualified costs associated with the construction of off-site Public Improvements that are permitted under Tex. Local Gov't Code Chapter 372; and (c) reimburse the City for administrative and/or operational costs resulting from the PID.

**Section 3.02      Commercial Zoning/Final Development Agreement.**

A. As provided in Article II, the Property is being annexed contemporaneously herewith and is being zoned as agricultural district A (City Code Section 53-35). Notwithstanding the foregoing, all presently existing uses on the Property, including the ability to have open burns, using firearms for hunting, and discharging rifles or any other firearms allowed under State law shall continue to be permitted on the Property following annexation. However such hunting and discharging of firearms will not be allowed within 500 feet of residential dwellings not on the Property.

B. Due to: (i) the Owner agreeing to voluntary annexation of the Commercial Land prior to the time that the Owner was ready to commence building infrastructure for the Project, and (ii) the Owner is still working on the conceptual layout and design for the Project, the Commercial Land was not ready for final zoning at the time of annexation. As a result, the Parties hereby acknowledge that it is intended that the Commercial Land will ultimately be zoned commercial at the time of platting, in accordance with the terms hereof, the Concept Plan, and the Final Development Agreement. The Parties intend that Final Development Agreement will include the following:

- Standards regarding perimeter streets and other adjustments to City Code
- Parks Plan
  - A city park will be dedicated along Blanco River as generally shown on Exhibit "E"



- Additional parkland will be provided
- Maintenance of the roads, sidewalks, parks, trails, and related items
- Rollback tax refunds

**Section 3.03**      **Chapter 380.** The City shall cooperate with Owner in good faith to enter into a Chapter 380 reimbursement agreement for the Commercial Land, generally in accordance with the terms of Exhibit "D" attached hereto.

**Section 3.04**      **Chapter 381.** The City acknowledges that Owner may apply for a Chapter 381 reimbursement agreement on the Commercial Land with Hays County. The City agrees to cooperate with Owner and support Owner's efforts to obtain a Chapter 381 reimbursement agreement with Hays County.

**Section 3.05**      **FM 150 Realignment.** The Final Development Agreement will include a mutually agreed upon alignment of FM 150 that is agreeable to Hays County, generally as shown on Exhibit "F".

**Section 3.06**      **Schedule.** Given the fact that the Owner and the City have had detailed discussions regarding the Requested Approvals and so long as the Owner timely provides all of the key information regarding the Requested Approvals, the City hereby agrees to use good faith diligent efforts to respond to submittals and schedule hearing and meetings so that the Requested Approvals can be obtained in accordance with the schedule set by the Owner.

#### **Article IV.**

#### **WATER AND WASTEWATER SERVICE**

**Section 4.01**      **Intent of the City of Kyle to Provide Water and Wastewater Services.** As indicated in letters from the City of Kyle dated March 25, 2015 and April 21, 2015 the City of Kyle has committed to provide water and wastewater service for the entire Blanco River Ranch Property. At this time it is anticipated that the development will include approximately 3,500 single family connections, one (1) elementary school, approximately 1,050,000 square feet of commercial space and a Destination Resort.

- a) **Wastewater Service.** It is understood that the Project may have multiple wastewater connection points to the City of Kyle's wastewater infrastructure network, generally as shown on Exhibit "G".

There is an existing manhole within the ROW of Old Stagecoach that the development may utilize for up to that number of LUEs to be determined

in the Final Development Agreement. Generally, this will serve the portion of the Project that gravity flows toward Old Stagecoach Road.

The City is planning to expand the Elliott Branch wastewater system and have second gravity wastewater connection point at the intersection of Old Stagecoach and Center Street. This connection will be sized for the remaining number of LUEs to be determined in the Final Development Agreement.

- b) Water Service. It is understood that the Project will connect to the existing 12" water main in Old Stagecoach and to the proposed 12" water main RR 150.

The Project will also be required to construct on-site storage in accordance with Texas Commission on Environmental Quality "TCEQ" criteria for the development.

The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing up to 4,221 LUEs of water service to the Property in accordance with the terms of this Agreement.

As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service for the Project. The Parties acknowledge that the Property will build out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. The Parties acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Owner further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Owner requires certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement.

Owner shall be responsible for completion of the improvements (the "Owner Wastewater Improvements") necessary to connect the Property to the City's existing wastewater system (or any expansions of the system required by the City pursuant to the preceding paragraph). Owner will only be responsible for paying for infrastructure that is needed onsite and offsite for Owner's

intended development of the Property (i.e. Owner will not be required to oversize water, wastewater lines or wastewater facilities infrastructure at Owner's expense). If the City desires that any infrastructure be oversized then the City shall within ninety (90) days of completion of that given component of the infrastructure reimburse Owner, or enter into a reimbursement agreement agreed to by the Owner for the incremental share of the costs of the infrastructure compared to the infrastructure necessary to serve the project. For example, if a 10-inch line is necessary to serve the project, and the City requests a 15-inch line, then the City shall be required to reimburse the Owner for the incremental cost associated with increasing the line from 10" to 15". This is typically determined by providing an engineering cost estimate for the construction of a 10" line, and an engineering cost estimate for construction of a 15" line then subtracting the two to arrive at the incremental cost. Final determination of the incremental cost shall be determined by the City Engineer or their designee.

City shall be responsible for expansions and/or upgrades to the City's existing wastewater facilities that are necessary for the City to provide service to the Property. The City shall complete any such expansions or upgrades in a timeframe necessary to meet the service needs of the Project.

- c) Any impact fees for water and wastewater service will be paid at building permit.

**NOTE: General Terms to be included in the Water and Wastewater Services Agreement to be executed with the Final Development Agreement:**

- a. **Service Connections fees**
- b. **Impact Fees and Charges**
- c. **Owner and City Improvement Construction Obligations**
- d. **Service Units Defined.**
- e. **Use of City Property and Easements.**
- f. **Easement Acquisition.**
- g. **Use of Condemnation for public purpose in accordance with state law.**

**Article V.**

## EFFECTS OF EARLY ANNEXATION

**Section 5.01 Nature of Final Development Agreement.** This Interim Development Agreement is intended as a precursor to a Final Development Agreement that addresses land use, development standards and similar customary issues to the mutual satisfaction of Owner and the City. This Interim Development Agreement authorizes the City to enter into the Final Development Agreement upon approval of the terms by Owner and the City Council and the Final Development Agreement shall be considered to have the same effective date as this Interim Development Agreement for all purposes. The City agrees to negotiate in good faith for a Final Development Agreement. This Interim Development Agreement shall cease to be effective on the earlier to occur of (a) the execution of the Final Development Agreement or (b) the disannexation of the Commercial Land pursuant to Section 8.03 below if the Parties cannot agree on a Final Development Agreement.

### Article VI.

## REPRESENTATIONS AND WARRANTIES

### **Section 6.01 Representations and Warranties of Owner.**

- A. **Organization and Good Standing.** Owner has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all his obligations under this Agreement for the entire Property.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform his obligations under this Agreement for the entire Property.

### **Section 6.02 Representations and Warranties of the City.**

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

## Article VII.

### FRUSTRATION OF PURPOSE

**Section 7.01** Frustration of Purpose. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is affected in whole or in part as a result of amendments to the underlying statutory authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends state law in a manner having the effect of limiting or curtailing any right or obligation of the parties under this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. In such case, the parties agree to work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized, including full purpose annexation if necessary. Owner agrees not to sponsor or support legislation that would hinder the City's ability to annex any portion of the Property in accordance with the provisions hereof.

## Article VIII.

### DEFAULT AND REMEDIES FOR DEFAULT

**Section 8.01** Default. It shall be a default under this Agreement by a party, if such party shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) business days after written notice of such failure. However, in the event the default is of a nature that cannot be cured within such thirty (30) day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question, but in no event more than ninety (90) days.

**Section 8.02** Remedies between the City and Owner. Should any default between Owner and the City remain uncured after Notice to the other as

provided in Section 9.01, the non-defaulting party, whether Owner or City, may pursue any remedy that is available at law or in equity at the time of breach.

**Section 8.03** Disannexation. If (1) the City and Owner are unable to negotiate a 380 Agreement or Final Development Agreement that is satisfactory to both parties within sixty (60) days of the effective date of this Agreement, (2) the Owner is unable to establish a PID per Section 3.01, or (3) if, despite the intentions of the Parties described in Section 2.02 above, the City Council does not approve disannexation of the Current City Limits Property, the Owner may petition for disannexation of the Commercial Land per Section 1.07 of the City Charter. The City in good faith will take action to disannex the Commercial Land. The Parties may mutually agree to extend the deadline stated above for an additional thirty (30) days.

## Article IX.

### MISCELLANEOUS PROVISIONS

**Section 9.01** Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner.

**Section 9.02** Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner. The Agreement shall terminate automatically upon the execution of the Final Development Agreement. In the event this Agreement is terminated by mutual agreement of the parties or by its terms, the parties shall promptly execute and file of record in the Official Public Records of Hays County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

**Section 9.03** Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all Owners. After the Effective Date hereof, this Agreement shall be recorded in the Official Public Records of Hays County, Texas.

**Section 9.04** Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee and shall give written notice of the sale or conveyance to the City. A copy of either notice required by this section shall be forwarded to the City at the following address:

City:

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

Owner:

Blanco River Ranch  
Attn: Gregg Reyes  
1901 Hollister Road  
Houston, Texas 77080

With a copy to:

Metcalf Wolff Stuart & Williams, LLP  
Attn: Steven C. Metcalfe  
221 W. 6<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

**Section 9.05**     **Severability.**     If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

**Section 9.06**     **Waiver.**     Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 9.07**     **Applicable Law and Venue.**     The construction and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in a Hays County Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 9.08**     **Reservation of Rights.**     To the extent not inconsistent with this Agreement, each party reserves all rights, privileges and immunities under applicable laws.

**Section 9.09**     **Counterparts.**     This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each





COUNTY OF HAYS

THIS INSTRUMENT is acknowledged before me on this 6<sup>th</sup> day of May, 2016, by R T Wilkerson, Mayor, of the City of Kyle, Texas, a municipal corporation, on behalf of that municipal corporation.



Amelia Luna Sanchez

Notary Public, State of Texas

My Commission Expires: 12/03/17

OWNER:

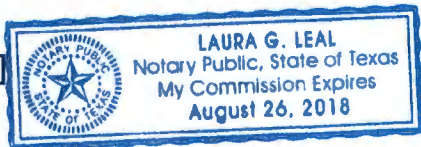
BLANCO RIVER RANCH PROPERTIES, LP,  
a Texas limited partnership

By: *Gregg T. Reyes*  
Name: Gregg T. Reyes  
Title: General Partner

THE STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT is acknowledged before me on this 4<sup>th</sup> day of May,  
2016, by Gregg T. Reyes, as General Partner of  
Blanco River Ranch Properties, Lp.

[SEAL]

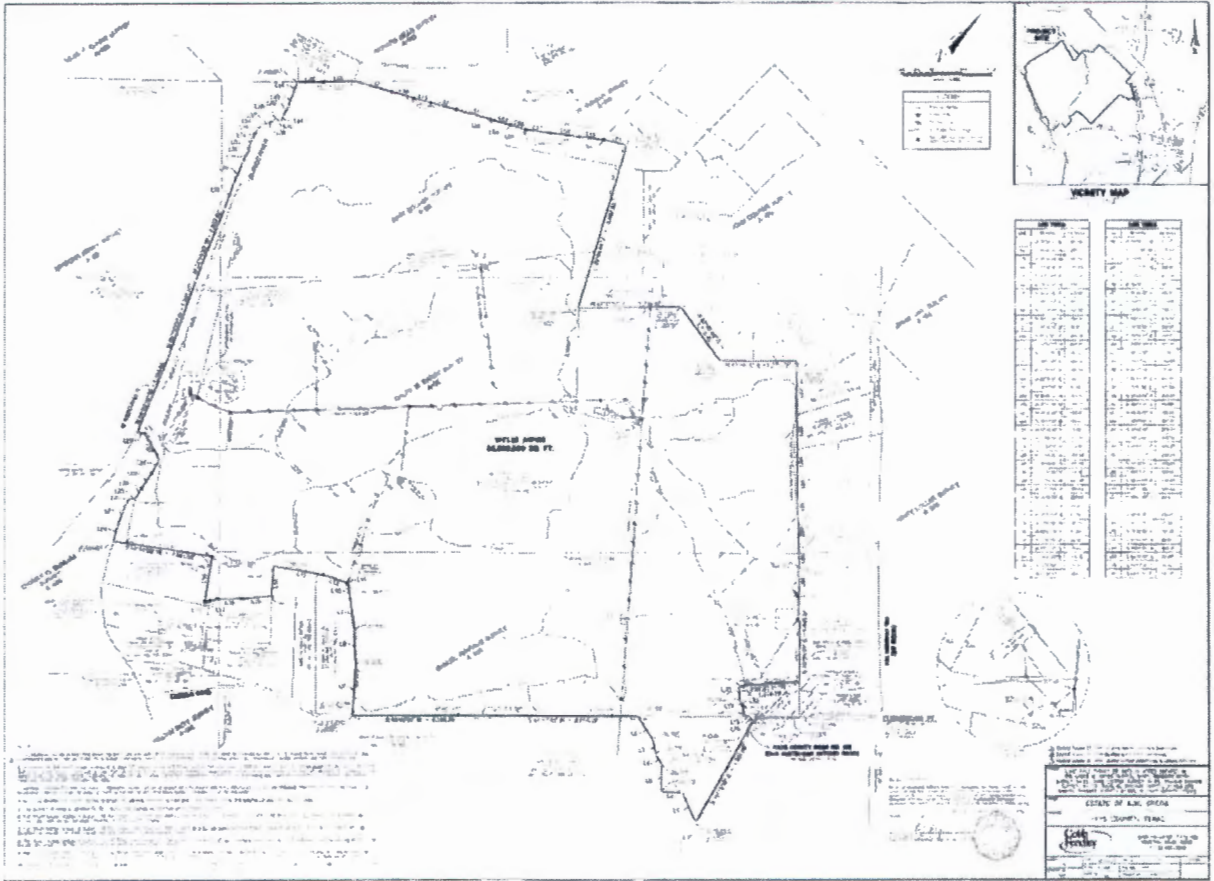


*Laura G. Leal*  
Notary Public, State of Texas

My Commission Expires: 8/26/2018

Exhibit "A"

Legal Description



DESCRIPTION OF A TRACT OF LAND CONTAINING  
1971.29 ACRES (85,869,500 SQUARE FEET) SITUATED  
IN THE CALEB W. BAKER SURVEY, A-31, SEABORN  
BERRY SURVEY A-32, JOHN COOPER SURVEY, A-99,  
WILLIAM DUNBAR SURVEY, A-156, THOS. C. SNAILUM  
SURVEY, A-409 AND THE SAMUEL PHARASS SURVEY,  
A-360 SURVEY, HAYS COUNTY, TEXAS

Being a tract of land containing 1971.29 acres (85 869 500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29-acre tract being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found 1/2-inch iron rod with cap marked "Byrn Survey" located at the south end of a culback for the intersection of the north line of Hays County Road No. 136 (Old Austin-San Antonio Road) (undefined width) and the west right-of-way line of FM150 (80 feet wide) for a southeast corner of a 10.00-acre tract as conveyed unto Robert C. Edge by deed recorded in Volume 2305 Page 645 of the Official Public Records of Hays County, Texas.

THENCE South 43° 45' 38" West with the north line of said County Road No. 136 and the south line of said 10.00-acre tract, a distance of 1100.66 feet to a found cedar fence corner post for the southwest corner of said 10.00-acre tract and the southeast corner of a 2.62-acre tract as conveyed unto Catholic Family Fraternal of Texas - K.J.Z.T. by deed recorded in Volume 1276, Page 32 of the Official Public Records of Hays County, Texas,

THENCE South 40° 38' 53" West continuing with the north line of said County Road No. 136 and the south line of said 2.62-acre tract, a distance of 176.82 feet to a found 8-inch fence post for the southeast corner of said 1938.67-acre tract, for the southwest corner of said 2.62-acre tract and for the southeast corner of a 12.46-acre tract as described in instrument "Right of First Refusal Agreement" between A.W. Gregg and Robie Gregg and children recorded in Volume 370, Page 660 of the Deed Records of Hays County, Texas;

THENCE continuing with the north line of said County Road No. 136, the south line of said 1938.67-acre tract and the south line of said 12.46-acre tract, the following courses and distances:

- South 43° 34' 16" West, a distance of 183.80 feet to a point;
- South 43° 45' 57" West, a distance of 231.21 feet to a found 1/2-inch iron rod;
- South 43° 38' 54" West, a distance of 85.60 feet to a found 1/2-inch iron rod,
- South 44° 08' 23" West, a distance of 243.18 feet to a stone fence corner;
- South 42° 38' 55" West, a distance of 19.28 feet to a point;

THENCE South 24° 57' 26" East continuing with the west line of said County Road No.136 and the east line of the residue of said 251-acre tract, a distance of 29.44 feet to a point;

THENCE South 16° 41' 25" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 66.01 feet to a found 1/2-inch iron rod for a southeast corner of said tract herein described and for the **POINT OF BEGINNING**,

- 1) THENCE South 16° 19' 59" East, a distance of 1931.88 feet to a found 60d nail at a fence post for a corner of said tract herein described, for the south corner of the residue of said 251-acre tract and for the east corner of a 195.27-acre tract as conveyed unto Robert Reed Hawn by deed recorded in Volume 266, Page 410 of the Deed Records of Hays County, Texas, and in by deed recorded in Volume 1201, Page 659 of the Official Public Records of Hays County, Texas;

THENCE in a northwesterly direction with the west line of the residue of said 251-acre tract and the east line of said 195.27-acre tract the following courses and distances (calls 2 through 7);

- 2) North 69° 28' 11" West, a distance of 542.50 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 3) South 46° 06' 24" West, a distance of 356.81 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 4) North 45° 28' 44" West, a distance of 460.09 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 5) North 77° 38' 18" West, a distance of 177.53 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 6) North 67° 17' 14" West, a distance of 251.72 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 7) North 78° 30' 33" West, a distance of 466.22 feet to cedar fence post located in the south line of said 1938.67-acre tract for an angle point in the south line of said tract herein described and for the northeast corner of said 195.27-acre tract;
- 8) THENCE South 44° 07' 43" West with the south line of said 1938.67-acre tract and the north line of said 195.27-acre tract, a distance of 2614.19 feet to found 5/8-inch iron rod with aluminum cap for an angle point in the south line of said tract herein described for the northwest corner of said 195.27-acre tract and the north corner of a 260.12-acre tract as conveyed unto Robert Nance and Martha Jane Allen by deed recorded in Volume 135, Page 456 of the Deed Records of Hays County, Texas;
- 9) THENCE South 44° 00' 02" West continuing with the south line of said 1938.67-acre tract and the north line of said 260.12-acre tract, a distance of 2165.22 feet to railroad spike at the base of an old cedar fence post for a corner in the south line of said tract herein described for the southeast corner of a 32.432-acre tract as conveyed unto Thomas H. Nance, Jr., and Flora Mae Roberts by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas;
- 10) THENCE North 42° 31' 45" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, at 73 feet pass a twin trunk Oak tree, continuing for a total distance of 835.00 feet to the end of a rock wall/stone fence for an angle point in a west line of said tract herein described;
- 11) THENCE North 48° 11' 44" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 581.59 feet to a 16-inch Hackberry tree in the fence line for an angle point in a west line of said tract herein described;
- 12) THENCE North 54° 28' 06" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 455.05 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 13) THENCE North 53° 21' 39" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 282.80 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 14) THENCE North 64° 39' 18" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 34.87 feet to an 18-inch Elm tree in the fence line for a corner in the south line of said tract herein described for the northeast corner of said 32.432-acre tract and for an interior corner of said 1938.67-acre tract;

THENCE with a south line of said 1938.67-acre tract, the following courses and distances (calls 15 through 23);

- 15) South 61° 37' 51" West with the north line of said 32.432-acre tract, a distance of 426.48 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the north line of a 22.421-acre tract as conveyed unto Martha Nance Pictor by deed recorded in Volume 651, Page 702 of the Hays County, Texas, for an angle point in the south line of said tract herein described;
- 16) South 53° 30' 25" West with the north line of a 22.421-acre tract, a distance of 842.81 feet to a found 1/2-inch iron rod for a corner in the south line of said tract herein described and for the northwest corner of said 22.421-acre tract;
- 17) South 41° 21' 25" East with the west line of said 22.421-acre tract, a distance of 491.62 feet to a found 1/2-inch iron rod located in the north line of a 17.313-acre tract as conveyed unto David Lavene Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for a corner in the south line of said tract herein described;
- 18) South 38° 21' 19" West with the north line of said 17.313-acre tract, a distance of 489.14 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 19) South 43° 54' 19" West, with the north line of said 17.313-acre tract, a distance of 409.24 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 20) South 30° 15' 19" West with the north line of said 17.313-acre tract, a distance of 133.80 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 21) South 38° 02' 19" West with the north line of said 17.313-acre tract, a distance of 81.45 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the east line of a 29.882-acre tract as conveyed unto David Lavene Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for an angle point in the south line of said tract herein described;
- 22) North 38° 45' 13" West with the east line of said 29.882-acre tract, a distance of 753.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described from which an 8-inch cedar fence post bears North 38° 44' West, a distance of 1.25 feet;
- 23) South 52° 58' 30" West with the north line of said 29.882-acre tract, at 1442.51 feet pass a fence corner, continuing for a total distance of 1691.02 feet to point located in the center of the east channel of the Blanco River and in the east line of a 102.04-acre tract as conveyed unto Janet Nance Bradshaw and Robert Scott Nance by deed recorded in Volume 902, Page 614 of the Official Public Records of Hays County, Texas, for the southwest corner of said tract described;

THENCE in a northwesterly direction with the east line of the 102.04-acre tract and the west line of said 1938.67-acre tract, the following courses and distances (calls 24 through 32);

- 24) North 31° 07' 28" West, with the centerline of said east channel of the Blanco River, a distance of 247.37 feet to an angle point in the west line of said tract herein described;
- 25) North 25° 35' 32" West, with the centerline of said east channel of the Blanco River, a distance of 406.01 feet to an angle point in the west line of said tract herein described;

- 26) North 05° 41' 30" West, a distance of 123.00 feet to a point located on the east bank of the east channel of the Blanco River for an angle point in the west line of said tract herein described;
- 27) North 52° 23' 30" East, a distance of 72.00 feet to an Oak tree in fence line for an angle point in the west line of said tract herein described;
- 28) North 11° 45' 34" West with a barbed wire fence, a distance of 203.32 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 29) North 13° 24' 25" West with a barbed wire fence, a distance of 303.51 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 30) North 18° 49' 22" West with a barbed wire fence, a distance of 265.24 feet to a cedar fence post for an angle point in the west line of said tract herein described;
- 31) North 75° 14' 22" West, a distance of 486.70 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 32) South 53° 35' 58" West, a distance of 119.76 feet to point located in the center of the Blanco River for a corner in the west line of said tract herein described and for the northeast corner of said 102.04-acre tract;

THENCE in a northwesterly direction with the meanders of the centerline of the Blanco River, the west line of said 1938.67-acre tract and the east line of a tract of land as conveyed unto Ezekiel Nance by deed recorded in Volume C Page 487 of the Deed Records of Hays County, Texas, the following courses and distances (calls 33 through 51):

- 33) North 24° 02' 16" West, a distance of 1344.85 feet to an angle point in the west line of said tract herein described;
- 34) North 26° 15' 21" West, a distance of 1341.47 feet to an angle point in the west line of said tract herein described;
- 35) North 24° 19' 33" West, a distance of 1253.62 feet to an angle point in the west line of said tract herein described;
- 36) North 26° 26' 21" West, a distance of 445.60 feet to an angle point in the west line of said tract herein described;
- 37) North 22° 07' 06" West, a distance of 388.02 feet to an angle point in the west line of said tract herein described;
- 38) North 20° 08' 10" West, a distance of 228.62 feet to an angle point in the west line of said tract herein described;
- 39) North 35° 50' 03" West, a distance of 95.94 feet to an angle point in the west line of said tract herein described;
- 40) North 20° 34' 03" West, a distance of 91.79 feet to an angle point in the west line of said tract herein described;
- 41) North 14° 58' 48" West, a distance of 185.29 feet to an angle point in the west line of said tract herein described;
- 42) North 00° 02' 25" East, a distance of 92.60 feet to an angle point in the west line of said tract herein described;
- 43) North 12° 09' 25" East, a distance of 32.16 feet to an angle point in the west line of said tract herein described;

- 44) North 29° 03' 12" East, distance of 72.03 feet to an angle point in the west line of said tract herein described;
- 45) North 19° 26' 32" East, a distance of 118.15 feet to an angle point in the west line of said tract herein described;
- 46) North 11° 55' 55" East, a distance of 32.54 feet to an angle point in the west line of said tract herein described;
- 47) North 65° 36' 10" East, a distance of 98.62 feet to an angle point in the west line of said tract herein described;
- 48) North 24° 23' 50" West, a distance of 99.11 feet to an angle point in the west line of said tract herein described;
- 49) North 19° 12' 41" West, a distance of 178.40 feet to an angle point in the west line of said tract herein described;
- 50) North 24° 38' 30" West, a distance of 220.03 feet to an angle point in the west line of said tract herein described;
- 51) North 25° 27' 37" West, a distance of 206.51 feet to a point located in the south line of a 24.52-acre tract as conveyed unto Charles M. Decker, III, William S. Decker, Dr. Robert D. Decker and Marilyn Decker Etwell by deed recorded in Volume 345, Page 837 of the Deed Records of Hays County, Texas, for the northwest corner of said tract herein described;
- 52) THENCE North 43° 08' 11" East with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 441.09 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the north line of said tract herein described;
- 53) THENCE North 42° 38' 11" East continuing with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 496.12 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described;
- THENCE in a northeasterly direction with a fence line, with the north line of said 1938.67-acre tract and with the south line of a 108.21-acre tract as conveyed unto Buckays Partners, Ltd. By deed recorded in Volume 2238, Page 145 of the Official Public Records of Hays County, Texas, the following courses and distances (calls 54 through 66);
- 54) North 59° 34' 50" East, a distance of 885.61 feet to an angle point in the north line of said tract herein described;
- 55) North 59° 27' 50" East, a distance of 379.99 feet to an angle point in the north line of said tract herein described;
- 56) North 58° 50' 50" East, a distance of 298.07 feet to an angle point in the north line of said tract herein described;
- 57) North 59° 24' 50" East, a distance of 439.02 feet to an angle point in the north line of said tract herein described;
- 58) North 59° 38' 50" East, a distance of 595.25 feet to an angle point in the north line of said tract herein described;
- 59) North 59° 56' 50" East, a distance of 68.18 feet to an angle point in the north line of said tract herein described;
- 60) North 59° 59' 50" East, a distance of 273.44 feet to an angle point in the north line of said tract herein described;



- 61) North  $59^{\circ} 37' 50''$  East, a distance of 267.94 feet to an angle point in the north line of said tract herein described;
- 62) North  $58^{\circ} 33' 50''$  East, a distance of 13.30 feet to an angle point in the north line of said tract herein described;
- 63) North  $52^{\circ} 04' 50''$  East, a distance of 417.87 feet to an angle point in the north line of said tract herein described;
- 64) North  $51^{\circ} 01' 50''$  East, a distance of 471.83 feet to an angle point in the north line of said tract herein described;
- 65) North  $50^{\circ} 58' 50''$  East, a distance of 409.28 feet to an angle point in the north line of said tract herein described;
- 66) North  $56^{\circ} 27' 50''$  East, a distance of 25.80 feet to 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for the southeast corner of said 108.21-acre tract and the west corner of Lot 2 of Oak Mesa, a subdivision plat recorded in Volume 6, Page 47 of the Plat Records of Hays County, Texas;
- 67) THENCE North  $56^{\circ} 24' 56''$  East continuing with the north line of said 1938.67-acre tract and a south line of said Lot 2, a distance of 392.99 feet to a found 1/2-inch iron rod for a corner in the north line of said tract herein described from which an 8-inch fence post bears North  $88^{\circ} 53'$  West, a distance of 1.4 feet;
- 68) THENCE South  $29^{\circ} 04' 44''$  East with an east line of said 1938.67-acre tract and the west line of said Lot 2 and Lot 1 of said Oak Mesa, at 932.02 feet passing the south line of said Lot 1 and the north line of the residue of a 134.86 acre tract as conveyed unto Auburn E. Dennis by deed recorded in Volume 1067, Page 225 of the Deed Records of Hays County, Texas, continuing for a total distance of 2802.93 feet to a point located in the centerline of a stone fence for a corner in the north line of said tract herein described from which a cedar fence post bears North  $00^{\circ} 28'$  West, a distance of 5.2 feet;
- 69) THENCE North  $43^{\circ} 17' 57''$  East with a north line of said 1938.67-acre tract and the south line of the residue of said 134.86-acre tract, at 1415.62 feet passing the southwest corner of Lot 31 of Arroyo Ranch, Section Two, a subdivision plat recorded in Volume 10, Page 219 of the Plat Records of Hays County, Texas, continuing for a total distance of 1730.83 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 5/8-inch iron rod bears South  $54^{\circ} 29'$  West, a distance of 8.7 feet;
- 70) THENCE South  $82^{\circ} 42' 45''$  East continuing with a north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1115.45 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 1/2-inch iron rod bears South  $88^{\circ} 50'$  West, a distance of 37.6 feet;
- 71) THENCE North  $43^{\circ} 55' 32''$  East continuing with the north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1271.78 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for an interior corner of Arroyo Ranch, Section One, a subdivision plat recorded in Volume 10, Page 179 of the Plat Records of Hays County, Texas;
- THENCE with the east line of said 1938.67-acre tract, the following courses and distances (call 72 through 80):

- 72) South  $46^{\circ} 21' 03''$  East at 185.13 feet passing the south line of said Arroyo Ranch, Section One, and the north line of a 21.3-acre tract as conveyed unto Sallys Knutson by deed recorded in Volume 353, Page 240 of the Deed Records of Hays County, Texas, continuing for a total distance of 887.35 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.3-acre tract and the northwest corner of a 21.30-acre tract as conveyed unto Robert T. Walker and Sandra F. Walker by deed recorded in Volume 1976, Page 458 of the Official Public Records of Hays County, Texas.
- 73) South  $46^{\circ} 29' 25''$  East with the west line of said 21.30-acre tract, a distance of 578.70 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.30-acre tract and the northwest corner of Quail Meadows Subdivision, a subdivision plat recorded in Volume 7, Page 47 of the Plat Records of Hays County Texas.
- 74) South  $46^{\circ} 13' 10''$  East with the west line of said Quail Meadows Subdivision, a distance of 408.76 feet to an angle point in the east line of said tract herein described.
- 75) South  $47^{\circ} 03' 10''$  East continuing with the west line of said Quail Meadows Subdivision, a distance of 405.20 feet to an angle point in the east line of said tract herein described.
- 76) South  $47^{\circ} 52' 44''$  East continuing with the west line of said Quail Meadows Subdivision, a distance of 296.23 feet to an angle point in the east line of said tract herein described.
- 77) South  $47^{\circ} 19' 33''$  East continuing with the west line of said Quail Meadows Subdivision, a distance of 499.63 feet to a found 6-inch cedar fence post for an angle point in the east line of said tract herein described for the southwest corner of said Quail Meadows Subdivision and for the northwest corner of said 62.10-acre tract;
- 78) South  $46^{\circ} 53' 37''$  East with the west line of said 62.10-acre tract, a distance of 359.95 feet to an angle point in the east line of said tract herein described;
- 79) South  $45^{\circ} 49' 07''$  East continuing with the west line of said 62.10-acre tract, a distance of 436.01 feet to an angle point in the east line of said tract herein described;
- 80) South  $46^{\circ} 25' 31''$  East continuing with the west line of said 62.10-acre tract, a distance of 1445.81 feet to a found cedar fence post for corner of said tract herein described and for the northeast corner of said 12.46-acre tract;
- 81) THENCE South  $40^{\circ} 21' 31''$  West with the north line of said 12.46-acre tract, a distance of 1018.19 feet to a found 1/2-inch iron rod for a corner of said tract herein described and for the northwest corner of said 12.46-acre tract;
- 82) THENCE South  $50^{\circ} 23' 48''$  East with the west line of said 12.46-acre tract, at 96.71 feet pass a cedar fence post, continuing for a total distance of 255.73 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 83) THENCE North  $40^{\circ} 43' 43''$  East with the west line of said 12.46-acre tract, a distance of 42.90 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 84) THENCE South  $52^{\circ} 52' 44''$  East with the west line of said 12.46-acre tract, a distance of 85.65 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;
- 85) THENCE South  $51^{\circ} 48' 28''$  East with the west line of said 12.46-acre tract, a distance of 159.01 feet to a found 1/2-inch iron rod for a corner of said tract herein described;

86) THENCE North 43° 53' 50" East with the south line of said 12.46-acre tract, a distance of 92.20 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;

87) THENCE South 78° 26' 49" East with the south line of said 12.46-acre tract, a distance of 101.28 feet to the POINT OF BEGINNING and containing 1971.29 acres (85,869,500 square feet) of land more or less

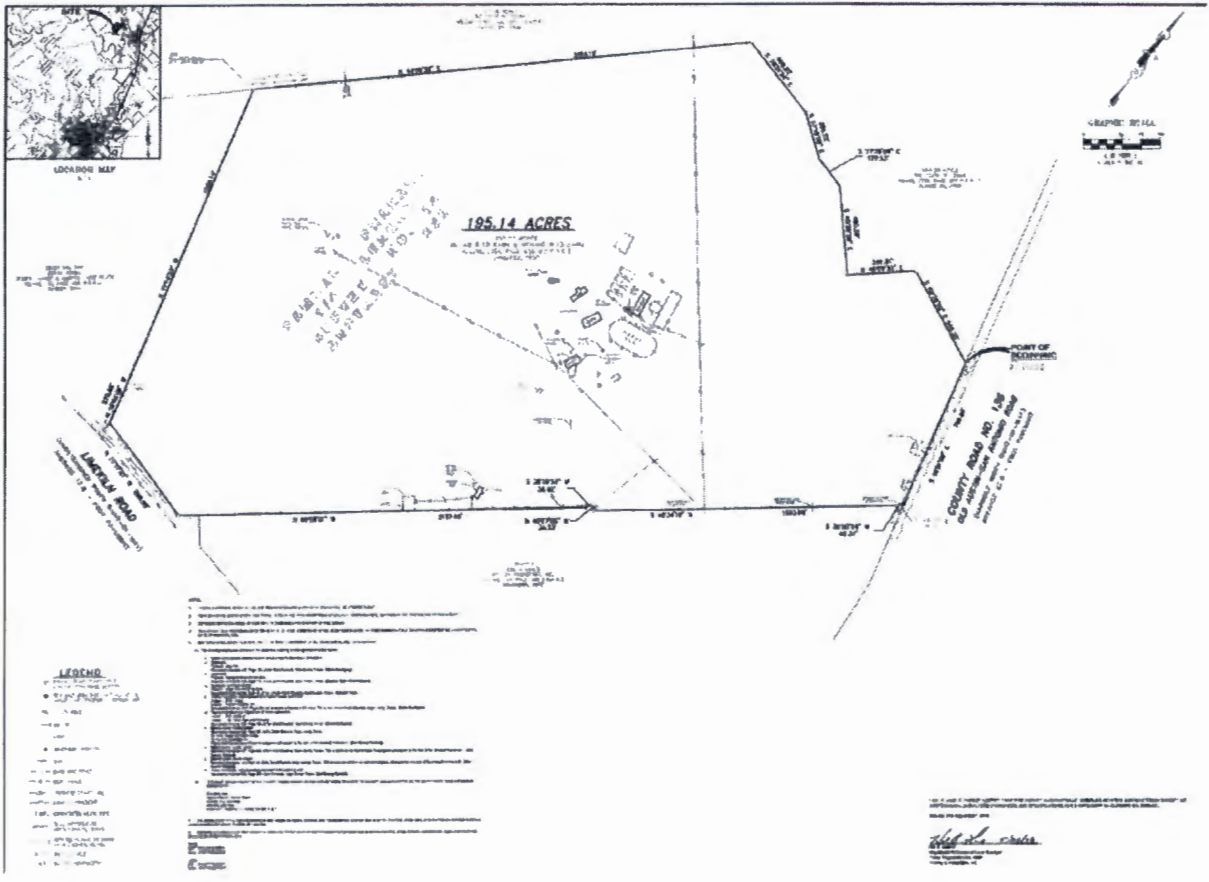
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

Cobb, Fendley & Associates, Inc.  
5300 Hollister, Suite 400  
Houston, Texas 77040  
Ph. 713-462-3242

Job No. 0402-070-01

August 9, 2005





**VICKREY & ASSOCIATES, Inc.**  
CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION  
FOR A 195.14 ACRE TRACT OF LAND  
OUT OF THE ONE-FOURTH LEAGUE SURVEY NO. 14  
ABSTRACT NO. 360  
HAYS COUNTY, TEXAS**

Being a 195.14 acre tract of land situated in the Samuel Phares 1/4 League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided 1/2 interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays; said 195.14 acre tract being more particularly described by metes and bounds with all bearings being referenced to North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

**BEGINNING** at a corner cedar fence post on the West right-of-way line of County Road No. 136 (an undetermined right-of-way width) also known as Old Austin - San Antonio Road and being the South corner of a 1971.29 acre tract of land as described in General Warranty Deed, conveyance from Ky-Tex Properties, L.P. to the The State of Texas, recorded in Volume 2755, Page 820 of the Official Public Records of Hays County, Texas, also being the most Eastern of Northeast corner of the herein described tract of land, said Beginning point having the Texas South Central Grid Coordinates of (N=13,913,246.00, E=2,318,255.92);

Thence S 16°51'08" E, along the said West right-of-way of County Road No. 136 a distance of 799.85 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap, being the Southeast corner of the herein described tract, from which a found 1/2" iron rod bears S 16°51'08" E, a distance of 61.11 feet being the most Eastern Northeast corner of a 135.78 acre tract of land recorded in Volume 254, Page 848 of the Deed records of Hays County, Texas;


Thence S 36°00'34" W, departing said West right-of-way line of County Road No. 136, a distance of 42.37 to a found cedar fence post at the common corner of said 135.78 acre tract and the herein described tract of land;

Thence along the common line of said 135.78 acre tract of land and the herein described tract of land, the following 4 courses and distances;

- S 48°34'19" W, a distance of 1583.69 feet to a found cedar fence post;
- N 49°27'05" W, a distance of 34.23 feet to found cedar fence post;
- S 25°39'52" W, a distance of 39.42' to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- S 48°28'51" W, a distance of 2127.99 feet to a found cedar fence post on North right of way line of Limekiln Road (an undetermined right-of-way width), and being the South corner of the herein described tract of land;

- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, Page 456 of the Deed records of Hays County, Texas;
- Thence N 16°49'06" W, along the common line of said 280.12 acre tract of land and the herein described tract of land a distance of 270.68 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- Thence N 17° 14'33" W, continuing along said common line a distance of 1808.14 feet to a found 5/8" iron rod with aluminum cap marked "Kent" on the Southeast line of the aforementioned 1971.29 acre tract of land and being the West corner of the herein described tract of land;
- Thence along the common line of said 1971.29 acre tract of land and the herein described tract of land the following 7 courses and distances;
- N 44°06'52" E, a distance of 2814.19 feet to a found cedar fence post;
  - S 78°31'24" E, a distance of 468.22 feet to a found cedar fence post;
  - S 57°18'05" E, a distance of 251.72 feet to a found cedar fence post;
  - S 77°39'09" E, a distance of 177.53 feet to a found cedar fence post;
  - S 45°29'35" E, a distance of 460.09 feet to a found cedar fence post;
  - N 46°05'33" E, a distance of 356.81 feet to a found cedar fence post;
  - S 69°29'02" E, a distance of 542.50 to the **POINT OF BEGINNING** containing 195.14 acres of land more or less.

Note: Survey Plat of even date accompanies this legal description.

  
Hal B. Lane III  
Registered Professional Land Surveyor  
Texas Registration Number 4690  
Vickrey & Associates, Inc.



Job No. 2042-003-104  
HL/gm m&b 195.14acres  
May 24, 2006

Exhibit "A-1"

Jurisdiction Map



Exhibit "A-2"

Residential Land and Commercial Land







Exhibit "C"

Exclusions from City Code

- Chapter 8 – Building Regulations
- Chapter 26 – Parks and Recreation
- Chapter 29 – Sign Standards and Permits
- Chapter 32 – Site Development
- Chapter 38 – Streets, Sidewalks and Other Public Places
- Chapter 41 - Subdivisions

Exhibit "D"

DRAFT PID and Chapter 380 Agreement Term Sheet

It is requested that the following limitations and performance standards shall apply to the Blanco River Ranch Public Improvement District ("the PID") agreed to by Blanco River Ranch Partners, LP or its affiliates and assignees ("the Owner"), and the City of Kyle, Texas ("the City") in connection with the development of the 2,166 acre Blanco River Ranch master planned community ("the Project"):

FINANCING CRITERIA – PUBLIC IMPROVEMENT DISTRICT

1. Maximum Authorized Improvements (including hard costs, soft costs, contingency, and a construction management fee) for the PID: \$225,000,000
2. Minimum appraised value to lien ratio for each PID Bond issued: 3:1
3. Maximum total equivalent tax rate including PID annual installment:  
Assessed Value \$3.10/\$100
4. Maximum years of capitalized interest : 2
5. Maturity of PID Bonds (to extent allowed by law) : 25 years
6. It is agreed that the improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. The aggregate principal amount of PID Bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

MISCELLANEOUS

1. **The PID may seek bond issues ("PID Bonds") in advance of construction of Authorized Improvements for the Project subject to compliance with these standards. No PID Bonds will be issued without the approval by the City of a Service and Assessment Plan for the District.**
2. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID's Authorized Improvements.**

3. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the property will bear a direct proportionate relationship to, and will not exceed, the special benefit of the Authorized Improvements to that improvement area.
4. The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds.
5. The PID Bonds' Trust Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
6. The PID will be responsible for payment of all of the City's reasonable and customary costs and expenses associated with the financing and administrative activities of the PID.
7. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
8. No additional security or surety will be provided by the Owner, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements.
9. It is agreed that all principal landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Trust Indenture or any other regulatory agreement or regulatory agency.
10. This term sheet shall remain in place and in force until such time and date that a Final Financing Agreement is executed by both the City and the Owner.

### **ADDITIONAL CRITERIA – RESIDENTIAL COMPONENT OF THE PROJECT**

1. The City will agree to support the creation of a PID for the Residential Component of the Project (“the Residential Component”) and to permit such portion of the Project to remain within the extra-territorial jurisdiction of the City (“the ETJ”);
2. The Owner agrees to dedicate up to 10 percent of the Authorized Improvements to be funded by the PID bonds for the construction, acquisition or reimbursement of City-identified PID Authorized Improvements that benefit the PID, whether located within the City limits or within the ETJ (“the City PID Improvements”), in consideration of the demands placed on City infrastructure by the development of the Project;
3. The City and the Owner agree that the cost estimates and timetable for construction and funding of the specific improvement project that will be classified as the City PID Improvements will be agreed upon prior to the execution of the final development agreement and that the costs will not exceed 10 percent of the estimated net PID Bond proceeds as calculated in the PID financial analyses submitted by the Owner and approved by the City; and,
4. The City agrees to defer annexation of each phase of the Residential Component of the Project until the termination of the PID for that phase by the repayment of all Assessments for that phase levied by the City.

### **ADDITIONAL CRITERIA – COMMERCIAL COMPONENT OF THE PROJECT**

1. The City will require that all proposed commercial components (“the Commercial Component”) of the Project be annexed into the City prior to development under terms and conditions acceptable to both the City and the Owner;
2. The City will agree to support the creation of a PID and the issuance of any requested PID Bonds for the commercial land uses within the Project; and,
3. The Owner will have the right to request from the City the creation of a 380 Agreement or other economic development incentives in connection with the Commercial Component which will be considered by the City at the time such request is made by the Owner.

## Exhibit "D-1"

### PID Requirements **Public Improvement District** **Policy**

#### **OVERVIEW**

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the Code"), provide the City of Kyle ("the City") an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction. A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital improvements or services. A PID may only be used to pay for public improvements, all other expenditures not related to public improvements may not be reimbursed.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the Code and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the District, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues to be addressed before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments.

#### **GENERAL**

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual and documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
  2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
  3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
-

4. Priority will be given to PID improvements:
  - a. In support of development that will generate economic development benefits to the City beyond what normal development would;
  - b. In the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
  - c. Which meet community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and/or water on or off-site improvements).
5. A PID's budget shall include sufficient funds to pay for all costs above and beyond the City's ordinary costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof.
7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in the Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the Council maintains discretion to approve or disapprove the PID application.
8. A PID zone must be identified as a PID with use of Signage along the main entry/exits located at the boundaries of the PID. All signage shall be a clearly visible to all motorist entering and exiting the PID.
9. Property owned by the City of Kyle that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
10. No PIDs will be allowed to be created that overlap the boundaries of another PID.
11. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.

#### PETITION REQUIREMENTS

In accordance with Texas Local Government Code §372.005(a) the petition must state:

1. the general nature of the proposed improvements;
  2. the estimated cost of the improvements;
  3. the boundaries of the proposed assessment district;
  4. the proposed method of assessment, which may specify included or excluded classes of assessable property;
  5. the proposed apportionment of costs between the public improvement district and the municipality or county as a whole;
  6. whether the district will be managed by the municipality or county, by the private sector, or by a partnership of the two;
-

7. that the persons signing the petition request or concur with the establishment of the district; and that an advisory board may be established to develop and recommend an improvement plan to the governing body of the municipality or the county; and
8. that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Additional requirements include:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*"
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a district to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual budget for the district is subject to review by City staff with final approval by the City Council.
4. Upon approval of the PID, the boundaries of the PID will be immediately annexed into the City of Kyle.

In addition, the following issues must be addressed before the City Council will take action on a petition:

1. A non-refundable application fee of \$15,000 will be required for all new or renewing PIDS. This fee is regulatory in character and approximates the costs of administering the PID through creation or renewal by City Staff.
  2. A petition will be viewed more favorably if it has attached a current tax roll with the signatures of the owners registering support of the petition next to the account for the owner's property on the tax rolls.
  3. A copy of the Market Feasibility study shall be submitted with the Petition.
-



## PID ADMINISTRATION

1. The City may contract with a qualified third party company to manage and administer the PID, subject to appropriate oversight by City staff.
2. Any management firm for a PID shall be required to submit quarterly reports of all activities and expenditures to the City; perform and submit an annual independent audit of all PID expenditures to the City; and shall hold an annual meeting open to all property owners and held in a public meeting space with written notice to all property owners in the PID at least two weeks prior to this meeting to provide an opportunity for property owner questions, comments and input to be considered during the PID Budget and Service Plan approval process.
3. If the City elects to hire a third party administrator, the administrator will coordinate the annual development of the Budget and Five Year Service Plan which will be submitted to the City Council for consideration following a public hearing conducted in accordance with the Code and any other applicable State of Texas law. The PID Service Plan shall contain procedures for the termination of the PID without imposing unintended costs on the City of Kyle. A PID cannot be dissolved without a petition from property owners and must be sufficient as for creation or renewal in accordance with Chapter 372, Section 372.005(b).

## BOND SIZE LIMITATIONS

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

- |  |          |
|--|----------|
| 1. Minimum appraised value to lien ratio at date of each bond issue:     | 3:1      |
| 2. Maximum annual permitted increase in annual assessment installment:   | 2%       |
| 3. Maximum years of capitalized interest for each bond issue:            | 3        |
| 4. Maximum maturity for each series of bonds (to extent allowed by law): | 20 years |

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future Bond issuances.

## FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual Phase of a Project subject to compliance with these standards.
  2. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund or support the PID Bonds.
  3. All proposed subsequent PID bond issues for a Project, if any, will be subject to approval by the City Council.
-

4. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
  5. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and PID assessments.
  6. Each PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
  7. A PID will be responsible for payment of all of the City's reasonable and customary costs and expenses including the cost of any appraisal.
  8. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
  9. Any PID Bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds, (ii) 10 percent of the Bond Par Amount, or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
  10. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b):
    - a. Landscaping and irrigation in public rights of way;
    - b. Erection of fountains, distinctive lighting, backlot street signs and way finding signs;
    - c. Acquiring, constructing, improving, widening, narrowing, closing or rerouting sidewalks, streets or any other roadway or their rights-of-way;
    - d. Construction or improvement of pedestrian malls;
    - e. Acquisition and installation of pieces of public art;
    - f. Acquisition, construction or improvement of libraries;
    - g. Acquisition, construction or improvement of public off-street parking facilities;
    - h. Acquisition, construction, improvement or rerouting of mass transportation facilities;
    - i. Acquisition, construction or improvement of water, wastewater or drainage improvements;
    - j. The establishment or improvement of parks;
    - k. Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
    - l. Acquisition, by purchase or otherwise, of real property that shall be designated as conservation habitat, protected with a conservation easement, or used in furtherance of the protection of endangered species, or aquifer recharge features;
    - m. Special supplemental services for improvement and promotion of the district, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture
-

- enhancement;
  - n. Payment of expenses incurred in the establishment, administration, and operation of the district, including expenses related to the operation and maintenance of mass transportation facilities; and
  - o. The development, rehabilitation, or expansion of affordable housing.
11. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location may not be funded or reimbursed by the PID.
  12. All public infrastructure within the PID that is to be reimbursed must be in compliance competitive bidding in accordance with Texas Local Government Code.
  13. All landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Indenture or any other regulatory agreement or regulatory agency.

## PROJECT CRITERIA

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
  2. The property owner must provide the City with its sources of funding the Public Improvements not being funded by the PID.
  3. The proposed development must be consistent with the entitlements on the property. All required zoning, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
  4. The property owner must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
  5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the district; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.
  6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to review and comment on the Budget and to attend the annual public hearing regarding the Service and Assessment Plan.
  7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section, which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and also evidence of insurance.
  8. The Service and Assessment Plan shall describe, if applicable, all City-owned land within the district as well as its proposed share of project costs.
  9. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City after the PID has dissolved. For the life of the PID, public infrastructure will be maintained by the PID, unless otherwise stated in a subsequent agreement.
-

### **Developer Reimbursement**

1. The Developer will submit expenses for reimbursements.
2. The appointed designee will verify expenses' validity towards the PID agreement.
3. Once expenses have been verified, payment will be processed within thirty (30) days.

### **Miscellaneous**

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
  2. Any waivers to this policy must be approved by the City Council of the City of Kyle.
  3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to Reimbursable Amounts under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.
  4. Recapture. In the event of default by Developer under the negotiated Agreement related to Reimbursement Amount Requests, the City shall, after providing Developer notice and an opportunity to cure, have the right to recapture Reimbursement Amount Requests.
  5. No Personal Liability of Public Officials. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.
  6. All PID Agreements shall include Indemnification language as follows:  
Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES,
-

DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW

# Exhibit "E"

## Parks, Trails, and Open Space



Exhibit "F"

FM 150 Alignment

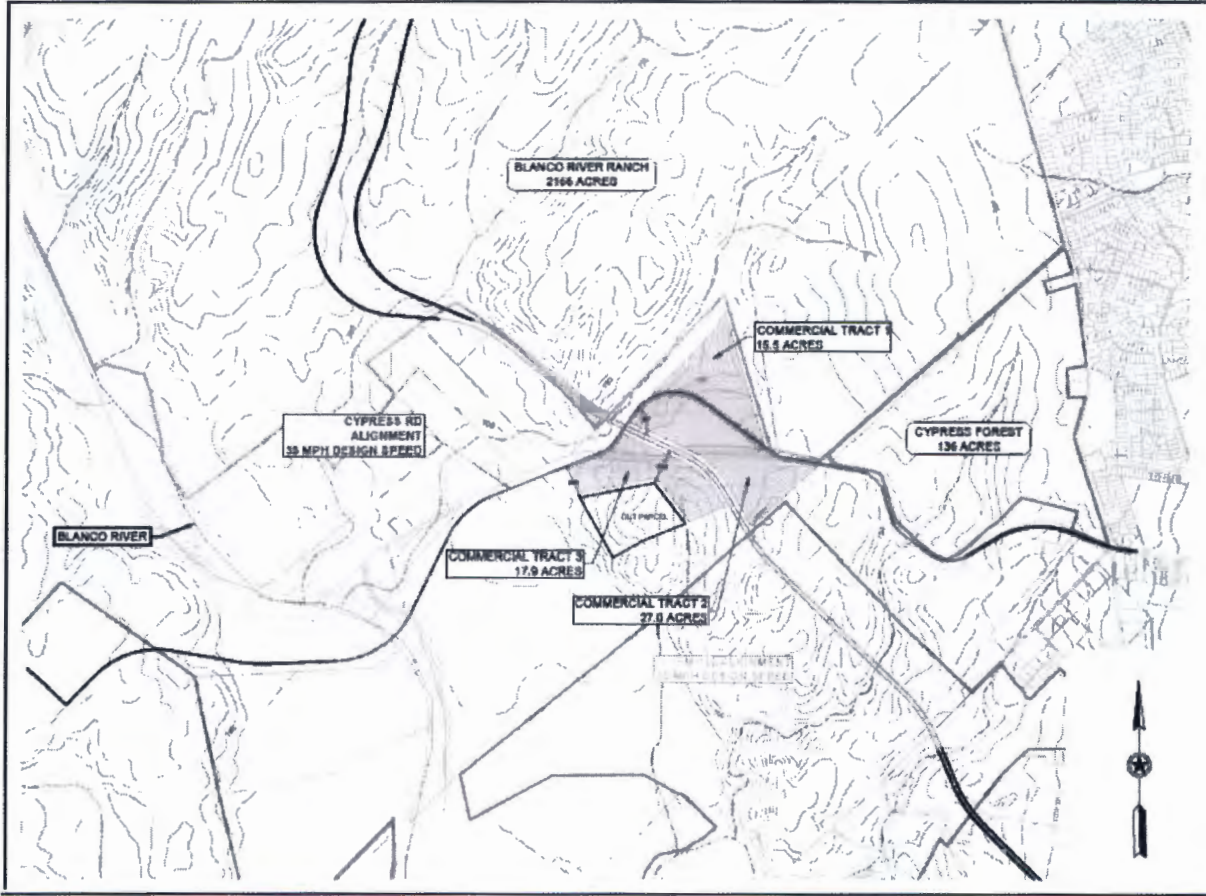
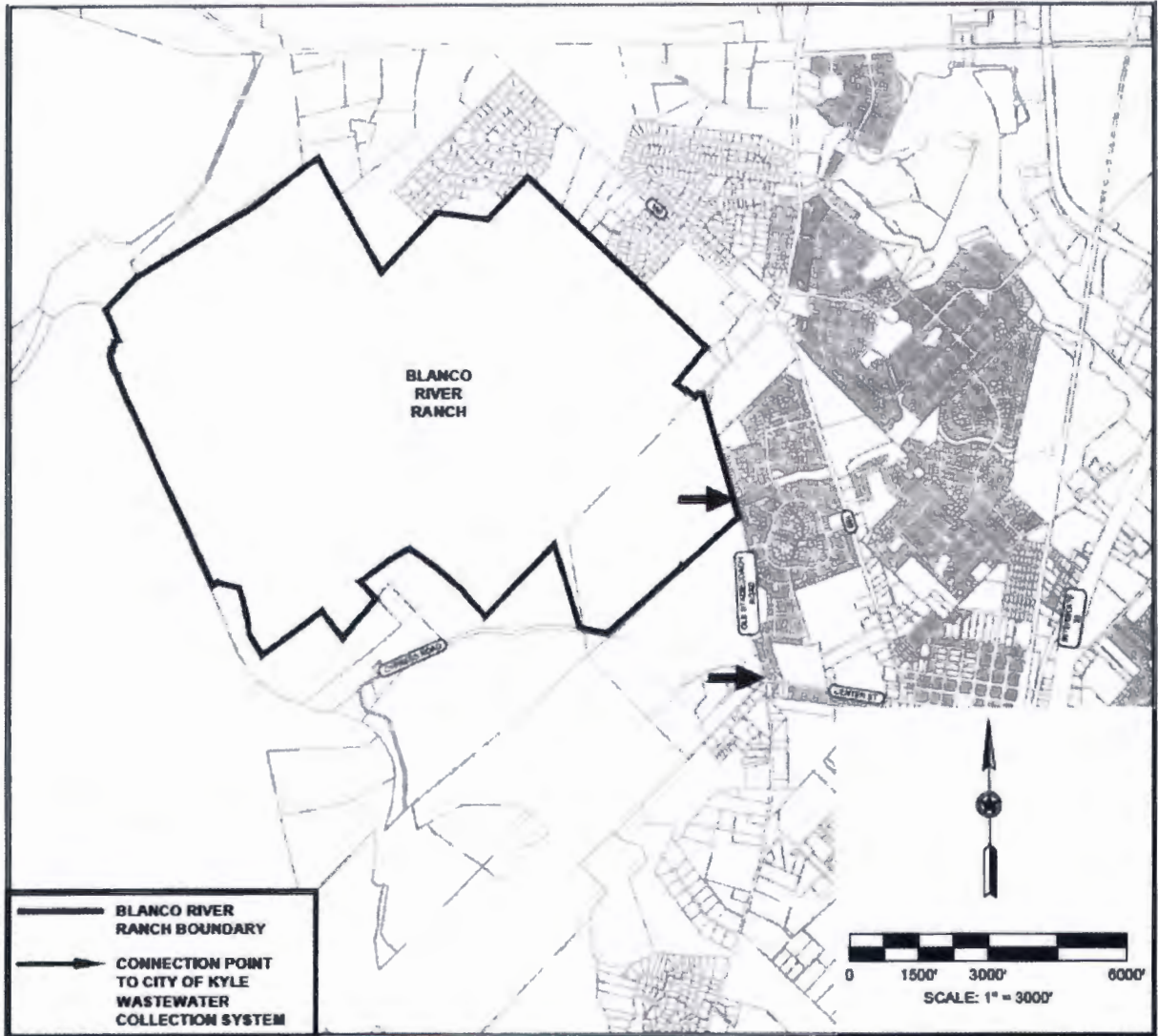


Exhibit "G"

City's Wastewater Connections





Hays TX  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2016 16014615

Instrument Number: 2016-16014615

Recorded On: May 09, 2016

As  
OPR RECORDINGS

Parties: KYLE CITY OF

Billable Pages: 45

To BLANCO RIVER RANCH PROPERTIES LP

Number of Pages: 46

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

OPR RECORDINGS 202.00  
Total Recording: 202.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-16014615  
Receipt Number: 428374  
Recorded Date/Time: May 09, 2016 10:15:01A

Record and Return To:

KYLE CITY OF  
ORIGINAL TO CUSTOMER  
SAN MARCOS TX 78666

User / Station: K Boggus - Cashiering #8



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and  
time stamped hereon and was recorded on the volume and page of the named records  
of Hays County, Texas

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk

-----  
Official Receipt for Recording in:

Hays County Clerk  
712 S. Stagecoach Trail  
Ste 2008  
San Marcos, Texas 78666

Issued To:  
KYLE CITY OF  
  
SAN MARCOS TX 78666

Recording Fees

-----

Filing Type	Number	Time	Recording Amount
OPPRECORDING	16014615	10:15:01a	202.00
DR-KYLE CITY OF IN-BLANCO RIVER RANCH PROPERTIES LP			

-----

202.00

Collected Amounts

-----

Payment Type	Amount
Credit Card	137883937
	202.00

-----

202.00

Total Received : 202.00  
Less Total Recordings: 202.00  
-----  
Change Due : .00

Thank You  
LIZ Q. GONZALEZ - County Clerk

By - Karol Boggus

Receipt# Date Time  
0428374 05/09/2016 10:15a



As of : 12/01/2021 12:22:56

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

[Obtain a certification](#) for filings with the Secretary of State.

BLANCO RIVER RANCH PROPERTIES, LP	
Texas Taxpayer Number	32057190053
Mailing Address	1221 LAMAR ST FL 16 HOUSTON, TX 77010-3039
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	05/08/2015
Texas SOS File Number	0802211838
Registered Agent Name	JOHN R SCHMIDT
Registered Office Street Address	1221 LAMAR ST, 16TH FL HOUSTON, TX 77010

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 31 CALEB W BAKER ACR 107.906, 74.615, 18.856
# of lots (if subdivided): # of acres: 200 acres
Site APN/Property ID #(s): R17719
Location: Kyle ETJ County: Hays County
Development Name: Waterridge

OWNER

Company/Applicant Name: Blanco River Ranch Properties, LP
Authorized Company Representative (if company is owner): Gregg Reyes
Type of Company and State of Formation: Limited Partnership and Texas
Title of Authorized Company Representative (if company is owner): General Partner
Applicant Address: 1901 Hollister, Houston, Texas 77080
Applicant Fax: 713-681-0077
Applicant Phone: 713-957-4003
Applicant/Authorized Company Representative Email: greyes@reytec.net

APPLICANT REPRESENTATIVE

Check one of the following:

. I will represent the application myself; or

XX I hereby designate Steven Buffum, P.E. / Costello, Inc. (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Owner's Signature: [Signature] Date: December 1, 2021

State of Texas §
County of Harris §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).




SUBSCRIBED AND SWORN TO before me, this the 1 day of December, 2021.

[Signature]
Notary Public's Signature
08/31/2025

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Steven Buffum, P.E.  
Representative Address: 9050 N. Capital of TX Hwy, Bldg. 3, Ste 390, Austin, Texas 78759  
Representative Phone: 512-646-3463  
Representative Email: sbuffum@costelloinc.com  
Representative's Signature:  Date: December 1, 2021

Hays TX  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



Instrument Number: 2015-15016756

Recorded On: June 03, 2015

As  
OPR RECORDINGS

Parties: TEXAS STATE OF

Billable Pages: 20

To BLANCO RIVER RANCH PROPERTIES LP

Number of Pages: 21

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

OPR RECORDINGS 102.00  
Total Recording: 102.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15016756  
Receipt Number: 398953  
Recorded Date/Time: June 03, 2015 10:58:10A  
Book-Vol/Pg: BK-OPR VL-5230 PG-583  
User / Station: C Rodriguez - Cashiering #6

Record and Return To:

HERITAGE TITLE  
401 CONGRESS AVE STE 1500  
AUSTIN TX 78701



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, County Clerk



This conveyance is made subject to all covenants, conditions, reservations, restrictions, rights of way, easements and leases, if any, that are valid, in existence, and of record, or are apparent by visual inspection.

Grantor expressly reserves all oil, gas, coal, lignite, sulphur, salt, potash, uranium, thorium, and all other minerals in and under the Property wherever located and by whatever method recovered, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, exploration and development, if any.

Grantor further reserves and retains all rights to groundwater and groundwater leasing, except Grantee shall have the right to use groundwater for household and domestic purposes related to development of the Property. Grantor waives the right to use the surface of the Property for such purposes, with the understanding that the development of the reserved groundwater and groundwater development rights will occur off the Property. Grantee, its successors and assigns, covenant and agree not to use any groundwater underlying the Property for commercial or industrial purposes.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties and covenants, whether express or implied, that might arise by common law as well as those in Section 5.023 of the Texas Property Code (or its successor) are excluded.

**GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ANY IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE GENERAL LAND OFFICE, THE SCHOOL LAND BOARD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

**BY CLOSING THIS TRANSACTION, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH**



**THE PROPERTY IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS", IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR IN PURCHASING THE PROPERTY FROM GRANTOR, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.**

Witness my hand and seal of office effective this the day 1st of June 2015.

The **STATE OF TEXAS** for the use and benefit of the Permanent School Fund.

DocuSigned by:  
By: G.P.B.  
GEORGE P. BUSH, COMMISSIONER,  
TEXAS GENERAL LAND OFFICE,  
CHAIRMAN, SCHOOL LAND BOARD



Approved:

Contents: \_\_\_\_\_

Legal: <sup>DS</sup> JG

Director: <sup>DS</sup> RT

Gen. Counsel: <sup>DS</sup> MX

Executive: <sup>DS</sup> AL

NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006, COMBINED WITH GOVERNMENT CODE § 2051.001, AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE SIGNATURE OF THE COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE.

AFTER RECORDING PLEASE RETURN TO:

Gregg Reyes  
1221 Lamar Street, 16th Floor  
Houston, Texas, 77010-3039

**Exhibit "A-1"**

**Metes and Bounds Description for Tract I**

**DESCRIPTION OF A TRACT OF LAND CONTAINING 1971.29 ACRES (85,869,500 SQUARE FEET) SITUATED IN THE CALEB W. BAKER SURVEY, A-31, SEABORN BERRY SURVEY A-32, JOHN COOPER SURVEY, A-99, WILLIAM DUNBAR SURVEY, A-156, THOS. C. SNAILUM SURVEY, A-409 AND THE SAMUEL PHARASS SURVEY, A-360 SURVEY, HAYS COUNTY, TEXAS**

Being a tract of land containing 1971.29 acres (85,869,500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29-acre tract being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at a found 1/2-inch iron rod with cap marked "Byrn Survey" located at the south end of a cutback for the intersection of the north line of Hays County Road No. 136 (Old Austin-San Antonio Road) (undefined width) and the west right-of-way line of FM150 (80 feet wide) for a southeast corner of a 10.00-acre tract as conveyed unto Robert C. Edge by deed recorded in Volume 2305, Page 645 of the Official Public Records of Hays County, Texas;

**THENCE** South 43° 45' 38" West with the north line of said County Road No. 136 and the south line of said 10.00-acre tract, a distance of 1100.56 feet to a found cedar fence corner post for the southwest corner of said 10.00-acre tract and the southeast corner of a 2.62-acre tract as conveyed unto Catholic Family Fraternal of Texas – K.J.Z.T. by deed recorded in Volume 1276, Page 32 of the Official Public Records of Hays County, Texas;

**THENCE** South 40° 38' 53" West continuing with the north line of said County Road No. 136 and the south line of said 2.62-acre tract, a distance of 176.82 feet to a found 8-inch fence post for the southeast corner of said 1938.67-acre tract, for the southwest corner of said 2.62-acre tract and for the southeast corner of a 12.46-acre tract as described in instrument "Right of First Refusal Agreement" between A.W. Gregg and Robie Gregg and children recorded in Volume 370, Page 660 of the Deed Records of Hays County, Texas;

**THENCE** continuing with the north line of said County Road No. 136, the south line of said 1938.67-acre tract and the south line of said 12.46-acre tract, the following courses and distances;

South 43° 34' 16" West, a distance of 163.80 feet to a point;  
 South 43° 45' 57" West, a distance of 231.21 feet to a found 1/2-inch iron rod;  
 South 43° 38' 54" West, a distance of 85.60 feet to a found 1/2-inch iron rod;  
 South 44° 06' 23" West, a distance of 243.16 feet to a stone fence corner;  
 South 42° 38' 55" West, a distance of 19.28 feet to a point;

**THENCE** South 24° 57' 26" East continuing with the west line of said County Road No.136 and the east line of the residue of said 251-acre tract, a distance of 29.44 feet to a point;

**THENCE** South 16° 41' 25" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 65.01 feet to a found 1/2-inch iron rod for a southeast corner of said tract herein described and for the **POINT OF BEGINNING**;

- 1) **THENCE** South 16° 19' 59" East, a distance of 1931.88 feet to a found 60d nail at a fence post for a corner of said tract herein described, for the south corner of the residue of said 251-acre tract and for the east corner of a 195.27-acre tract as conveyed unto Robert Reed Hawn by deed recorded in Volume 266, Page 410 of the Deed Records of Hays County, Texas, and in by deed recorded in Volume 1201, Page 659 of the Official Public Records of Hays County, Texas;

THENCE in a northwesterly direction with the west line of the residue of said 251-acre tract and the east line of said 195.27-acre tract the following courses and distances (calls 2 through 7);

- 2) North 69° 28' 11" West, a distance of 542.50 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 3) South 46° 06' 24" West, a distance of 356.81 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 4) North 45° 28' 44" West, a distance of 460.09 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 5) North 77° 38' 18" West, a distance of 177.53 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 6) North 57° 17' 14" West, a distance of 251.72 feet to a cedar fence post for an angle point in the south line of said tract herein described;
  - 7) North 78° 30' 33" West, a distance of 468.22 feet to cedar fence post located in the south line of said 1938.67-acre tract for an angle point in the south line of said tract herein described and for the northeast corner of said 195.27-acre tract;
  - 8) THENCE South 44° 07' 43" West with the south line of said 1938.67-acre tract and the north line of said 195.27-acre tract, a distance of 2614.19 feet to found 5/8-inch iron rod with aluminum cap for an angle point in the south line of said tract herein described for the northwest corner of said 195.27-acre tract and the north corner of a 260.12-acre tract as conveyed unto Robert Nance and Martha Jane Allen by deed recorded in Volume 135, Page 456 of the Deed Records of Hays County, Texas;
  - 9) THENCE South 44° 00' 02" West continuing with the south line of said 1938.67-acre tract and the north line of said 260.12-acre tract, a distance of 2165.22 feet to railroad spike at the base of an old cedar fence post for a corner in the south line of said tract herein described for the southeast corner of a 32.432-acre tract as conveyed unto Thomas H. Nance, Jr., and Flora Mae Roberts by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas;
  - 10) THENCE North 42° 31' 45" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, at 73 feet pass a twin trunk Oak tree, continuing for a total distance of 835.00 feet to the end of a rock wall/stone fence for an angle point in a west line of said tract herein described;
  - 11) THENCE North 48° 11' 44" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 591.59 feet to a 16-inch Hackberry tree in the fence line for an angle point in a west line of said tract herein described;
  - 12) THENCE North 54° 28' 06" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 455.05 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
  - 13) THENCE North 53° 21' 39" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 292.80 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
  - 14) THENCE North 64° 39' 18" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 34.87 feet to an 18-inch Elm tree in the fence line for a corner in the south line of said tract herein described for the northeast corner of said 32.432-acre tract and for an interior corner of said 1938.67-acre tract;
-

THENCE with a south line of said 1938.67-acre tract, the following courses and distances (calls 15 through 23);

- 15) South 61° 37' 51" West with the north line of said 32.432-acre tract, a distance of 426.48 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the north line of a 22.421-acre tract as conveyed unto Martha Nance Picton by deed recorded in Volume 651, Page 702 of the Hays County, Texas, for an angle point in the south line of said tract herein described;
- 16) South 53° 30' 25" West with the north line of a 22.421-acre tract, a distance of 842.81 feet to a found 1/2-inch iron rod for a corner in the south line of said tract herein described and for the northwest corner of said 22.421-acre tract;
- 17) South 41° 21' 25" East with the west line of said 22.421-acre tract, a distance of 491.62 feet to a found 1/2-inch iron rod located in the north line of a 17.313-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for a corner in the south line of said tract herein described;
- 18) South 38° 21' 19" West with the north line of said 17.313-acre tract, a distance of 489.14 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 19) South 43° 54' 19" West, with the north line of said 17.313-acre tract, a distance of 409.24 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 20) South 30° 15' 19" West with the north line of said 17.313-acre tract, a distance of 133.80 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 21) South 36° 02' 19" West with the north line of said 17.313-acre tract, a distance of 81.45 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the east line of a 29.882-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for an angle point in the south line of said tract herein described;
- 22) North 36° 45' 13" West with the east line of said 29.882-acre tract, a distance of 753.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described from which an 8-inch cedar fence post bears North 36° 44' West, a distance of 1.25 feet;
- 23) South 52° 58' 30" West with the north line of said 29.882-acre tract, at 1442.51 feet pass a fence corner, continuing for a total distance of 1661.02 feet to point located in the center of the east channel of the Blanco River and in the east line of a 102.04-acre tract as conveyed unto Janet Nance Bradshaw and Robert Scott Nance by deed recorded in Volume 902, Page 614 of the Official Public Records of Hays County, Texas, for the southwest corner of said tract described;

THENCE in a northwesterly direction with the east line of the 102.04-acre tract and the west line of said 1938.67-acre tract, the following courses and distances (calls 24 through 32);

- 24) North 31° 07' 28" West, with the centerline of said east channel of the Blanco River, a distance of 247.37 feet to an angle point in the west line of said tract herein described;
  - 25) North 25° 35' 32" West, with the centerline of said east channel of the Blanco River, a distance of 406.01 feet to an angle point in the west line of said tract herein described;
-

Page 4 of 8

- 26) North  $05^{\circ} 41' 30''$  West, a distance of 123.00 feet to a point located on the east bank of the east channel of the Blanco River for an angle point in the west line of said tract herein described;
- 27) North  $52^{\circ} 23' 30''$  East, a distance of 72.00 feet to an Oak tree in fence line for an angle point in the west line of said tract herein described;
- 28) North  $11^{\circ} 45' 34''$  West with a barbed wire fence, a distance of 203.32 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 29) North  $13^{\circ} 24' 25''$  West with a barbed wire fence, a distance of 303.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 30) North  $18^{\circ} 49' 22''$  West with a barbed wire fence, a distance of 265.24 feet to a cedar fence post for an angle point in the west line of said tract herein described;
- 31) North  $75^{\circ} 14' 22''$  West, a distance of 486.70 feet to a set 5/8-inch Iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 32) South  $53^{\circ} 35' 58''$  West, a distance of 119.76 feet to point located in the center of the Blanco River for a corner in the west line of said tract herein described and for the northeast corner of said 102.04-acre tract;

THENCE in a northwesterly direction with the meanders of the centerline of the Blanco River, the west line of said 1938.67-acre tract and the east line of a tract of land as conveyed unto Exekial Nance by deed recorded in Volume C, Page 487 of the Deed Records of Hays County, Texas, the following courses and distances (calls 33 through 51);

- 33) North  $24^{\circ} 02' 16''$  West, a distance of 1344.85 feet to an angle point in the west line of said tract herein described;
- 34) North  $26^{\circ} 15' 21''$  West, a distance of 1341.47 feet to an angle point in the west line of said tract herein described;
- 35) North  $24^{\circ} 19' 33''$  West, a distance of 1253.62 feet to an angle point in the west line of said tract herein described;
- 36) North  $26^{\circ} 26' 21''$  West, a distance of 445.60 feet to an angle point in the west line of said tract herein described;
- 37) North  $22^{\circ} 07' 09''$  West, a distance of 388.02 feet to an angle point in the west line of said tract herein described;
- 38) North  $20^{\circ} 08' 10''$  West, a distance of 228.62 feet to an angle point in the west line of said tract herein described;
- 39) North  $35^{\circ} 50' 03''$  West, a distance of 95.94 feet to an angle point in the west line of said tract herein described;
- 40) North  $20^{\circ} 34' 03''$  West, a distance of 91.79 feet to an angle point in the west line of said tract herein described;
- 41) North  $14^{\circ} 59' 48''$  West, a distance of 185.29 feet to an angle point in the west line of said tract herein described;
- 42) North  $00^{\circ} 02' 25''$  East, a distance of 92.60 feet to an angle point in the west line of said tract herein described;
- 43) North  $12^{\circ} 09' 25''$  East, a distance of 32.16 feet to an angle point in the west line of said tract herein described;
-

- 44) North 29° 03' 12" East, a distance of 72.03 feet to an angle point in the west line of said tract herein described;
- 45) North 19° 26' 32" East, a distance of 118.15 feet to an angle point in the west line of said tract herein described;
- 46) North 11° 55' 55" East, a distance of 32.54 feet to an angle point in the west line of said tract herein described;
- 47) North 65° 36' 10" East, a distance of 98.62 feet to an angle point in the west line of said tract herein described;
- 48) North 24° 23' 50" West, a distance of 99.11 feet to an angle point in the west line of said tract herein described;
- 49) North 19° 12' 41" West, a distance of 178.40 feet to an angle point in the west line of said tract herein described;
- 50) North 24° 39' 30" West, a distance of 220.03 feet to an angle point in the west line of said tract herein described;
- 51) North 25° 27' 37" West, a distance of 206.51 feet to a point located in the south line of a 24.52-acre tract as conveyed unto Charles M. Decker, III, William S. Decker, Dr. Robert D. Decker and Marilyn Decker Elwell by deed recorded in Volume 345, Page 837 of the Deed Records of Hays County, Texas, for the northwest corner of said tract herein described;
- 52) THENCE North 43° 08' 11" East with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 441.09 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the north line of said tract herein described;
- 53) THENCE North 42° 38' 11" East continuing with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 496.12 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described;
- THENCE in a northeasterly direction with a fence line, with the north line of said 1938.67-acre tract and with the south line of a 108.21-acre tract as conveyed unto Buckeye Partners, Ltd. By deed recorded in Volume 2238, Page 145 of the Official Public Records of Hays County, Texas, the following courses and distances (calls 54 through 66);
- 54) North 59° 34' 50" East, a distance of 665.61 feet to an angle point in the north line of said tract herein described;
- 55) North 59° 27' 50" East, a distance of 379.99 feet to an angle point in the north line of said tract herein described;
- 56) North 58° 50' 50" East, a distance of 298.07 feet to an angle point in the north line of said tract herein described;
- 57) North 59° 24' 50" East, a distance of 439.02 feet to an angle point in the north line of said tract herein described;
- 58) North 59° 39' 50" East, a distance of 595.25 feet to an angle point in the north line of said tract herein described;
- 59) North 59° 56' 50" East, a distance of 68.18 feet to an angle point in the north line of said tract herein described;
- 60) North 59° 59' 50" East, a distance of 273.44 feet to an angle point in the north line of said tract herein described;
-

- 61) North 59° 37' 50" East, a distance of 267.94 feet to an angle point in the north line of said tract herein described;
- 62) North 56° 33' 50" East, a distance of 13.30 feet to an angle point in the north line of said tract herein described;
- 63) North 52° 04' 50" East, a distance of 417.87 feet to an angle point in the north line of said tract herein described;
- 64) North 51° 01' 50" East, a distance of 471.83 feet to an angle point in the north line of said tract herein described;
- 65) North 50° 59' 50" East, a distance of 409.28 feet to an angle point in the north line of said tract herein described;
- 66) North 56° 27' 50" East, a distance of 25.80 feet to 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for the southeast corner of said 108.21-acre tract and the west corner of Lot 2 of Oak Mesa, a subdivision plat recorded in Volume 6, Page 47 of the Plat Records of Hays County, Texas;
- 67) THENCE North 56° 24' 56" East continuing with the north line of said 1938.67-acre tract and a south line of said Lot 2, a distance of 392.99 feet to a found 1/2-inch iron rod for a corner in the north line of said tract herein described from which an 8-inch fence post bears North 88° 53' West, a distance of 1.4 feet;
- 68) THENCE South 29° 04' 44" East with an east line of said 1938.67-acre tract and the west line of said Lot 2 and Lot 1 of said Oak Mesa, at 932.02 feet passing the south line of said Lot 1 and the north line of the residue of a 134.86 acre tract as conveyed unto Auburn E. Dennis by deed recorded in Volume 1057, Page 225 of the Deed Records of Hays County, Texas, continuing for a total distance of 2802.93 feet to a point located in the centerline of a stone fence for a corner in the north line of said tract herein described from which a cedar fence post bears North 00° 28' West, a distance of 5.2 feet;
- 69) THENCE North 43° 17' 57" East with a north line of said 1938.67-acre tract and the south line of the residue of said 134.86-acre tract, at 1415.62 feet passing the southwest corner of Lot 31 of Arroyo Ranch, Section Two, a subdivision plat recorded in Volume 10, Page 219 of the Plat Records of Hays County, Texas, continuing for a total distance of 1730.83 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 5/8-inch iron rod bears South 54° 29' West, a distance of 8.7 feet;
- 70) THENCE South 82° 42' 45" East continuing with a north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1115.45 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 1/2-inch iron rod bears South 88° 50' West, a distance of 37.6 feet;
- 71) THENCE North 43° 55' 32" East continuing with the north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1271.78 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for an interior corner of Arroyo Ranch, Section One, a subdivision plat recorded in Volume 10, Page 179 of the Plat Records of Hays County, Texas;

THENCE with the east line of said 1938.67-acre tract, the following courses and distances (call 72 through 80);

---



- 72) South 46° 21' 03" East, at 185.13 feet passing the south line of said Arroyo Ranch, Section One, and the north line of a 21.3-acre tract as conveyed unto Sallye Knutson by deed recorded in Volume 353, Page 240 of the Deed Records of Hays County, Texas, continuing for a total distance of 887.35 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.3-acre tract and the northwest corner of a 21.30-acre tract as conveyed unto Robert T. Walker and Sandra F. Walker by deed recorded in Volume 1976, Page 458 of the Official Public Records of Hays County, Texas;
- 73) South 46° 29' 25" East with the west line of said 21.30-acre tract, a distance of 578.70 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.30-acre tract and the northwest corner of Quail Meadows Subdivision, a subdivision plat recorded in Volume 7, Page 47 of the Plat Records of Hays County, Texas;
- 74) South 46° 13' 10" East with the west line of said Quail Meadows Subdivision, a distance of 408.76 feet to an angle point in the east line of said tract herein described;
- 75) South 47° 03' 10" East continuing with the west line of said Quail Meadows Subdivision, a distance of 405.20 feet to an angle point in the east line of said tract herein described;
- 76) South 47° 52' 44" East continuing with the west line of said Quail Meadows Subdivision, a distance of 296.23 feet to an angle point in the east line of said tract herein described;
- 77) South 47° 19' 33" East continuing with the west line of said Quail Meadows Subdivision, a distance of 499.63 feet to a found 6-inch cedar fence post for an angle point in the east line of said tract herein described, for the southwest corner of said Quail Meadows Subdivision and for the northwest corner of said 62.10-acre tract;
- 78) South 46° 53' 37" East with the west line of said 62.10-acre tract, a distance of 359.95 feet to an angle point in the east line of said tract herein described;
- 79) South 45° 49' 07" East continuing with the west line of said 62.10-acre tract, a distance of 436.01 feet to an angle point in the east line of said tract herein described;
- 80) South 46° 25' 31" East continuing with the west line of said 62.10-acre tract, a distance of 1445.81 feet to a found cedar fence post for corner of said tract herein described and for the northeast corner of said 12.46-acre tract;
- 81) THENCE South 40° 21' 31" West with the north line of said 12.46-acre tract, a distance of 1018.19 feet to a found 1/2-inch iron rod for a corner of said tract herein described and for the northwest corner of said 12.46-acre tract;
- 82) THENCE South 50° 23' 48" East with the west line of said 12.46-acre tract, at 96.71 feet pass a cedar fence post, continuing for a total distance of 255.73 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 83) THENCE North 40° 43' 43" East with the west line of said 12.46-acre tract, a distance of 42.90 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 84) THENCE South 52° 52' 44" East with the west line of said 12.46-acre tract, a distance of 85.65 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;
- 85) THENCE South 51° 46' 28" East with the west line of said 12.46-acre tract, a distance of 159.01 feet to a found 1/2-inch iron rod for a corner of said tract herein described;
-

86)THENCE North 43° 53' 50" East with the south line of said 12.46-acre tract, a distance of 92.20 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;

87)THENCE South 78° 26' 49" East with the south line of said 12.46-acre tract, a distance of 101.28 feet to the POINT OF BEGINNING and containing 1971.29 acres (85,869,500 square feet) of land, more or less.

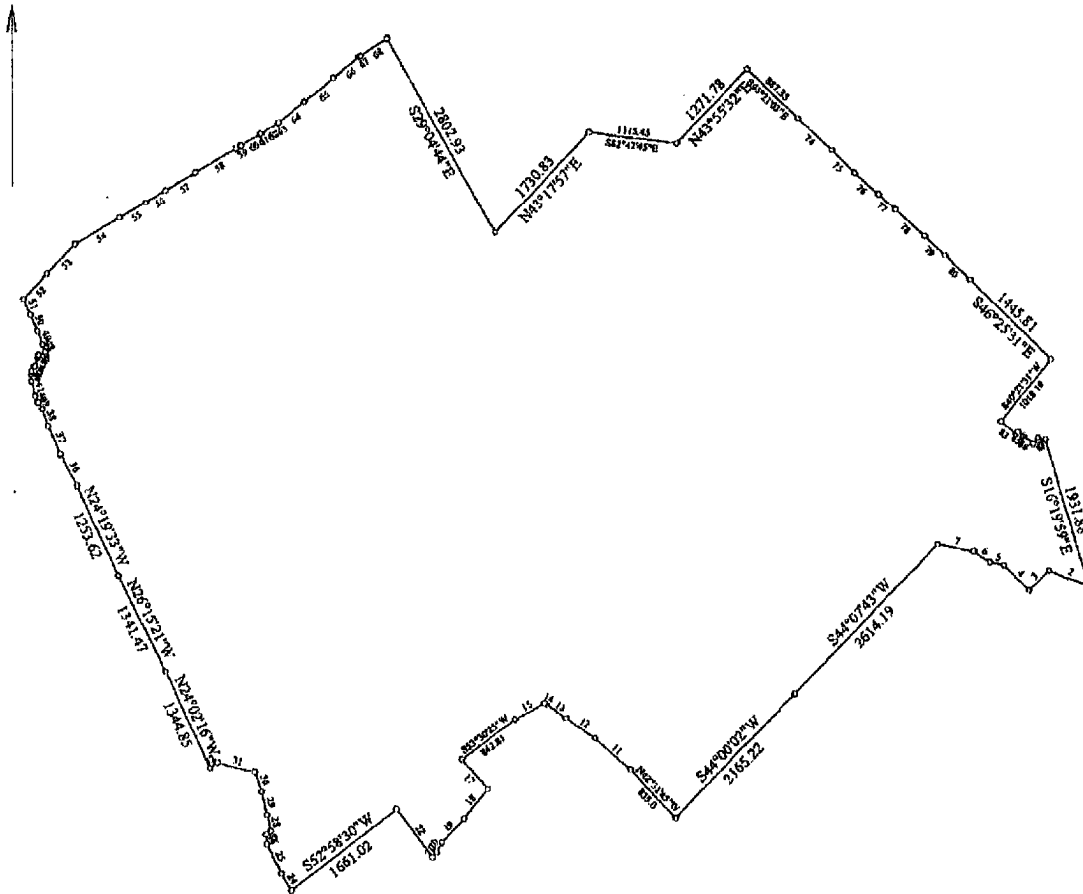
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

Cobb, Fendley & Associates, Inc.  
5300 Hollister, Suite 400  
Houston, Texas 77040  
Ph. 713-462-3242

Job No. 0402-070-01

August 9, 2005



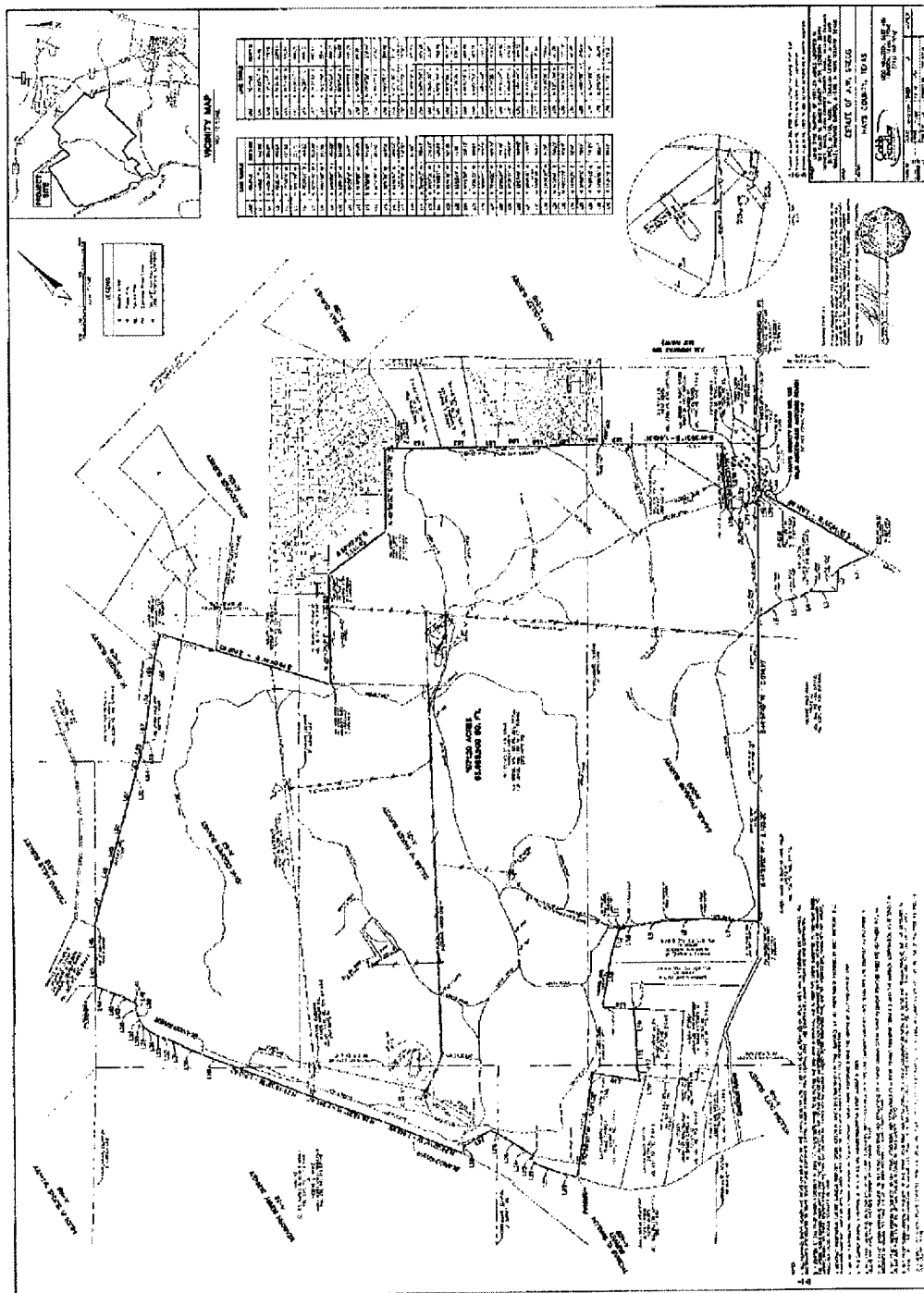


Title:		Date: 08-22-2005
Scale: 1 inch = 1800 feet	File:	

*OK 8/22/05  
CBT  
Revision 2  
8/19/05*

Data and Deed Call Listing of File:Tract 1: 1971.285 Acres: 85869163 Sq Feet; Closure = s46.0031e 0.05 Feet; Precision = 1/981753; Perimeter = 44868 Feet

001=S16.1959E 1931.88	058=N59.3950E 595.25
002=M69.2811W 542.50	059=N59.5650E 68.18
003=S46.0624W 356.81	060=N59.5950E 273.44
004=N45.2844W 460.09	061=N59.3750E 17.94
005=N77.3818W 177.53	062=N59.3750E 250.0
006=N57.1714W 251.72	063=N56.3350E 13.30
007=N78.3033W 468.22	064=N52.0450E 417.87
008=S44.0743W 2614.19	065=N51.0150E 471.83
009=S44.0002W 2165.22	066=N50.5950E 409.28
010=N42.3145W 835.0	067=N56.2750E 25.80
011=N48.1144W 591.59	068=N56.2456E 392.99
012=N54.2806W 455.05	069=S29.0444E 2802.93
013=N53.2139W 292.80	070=N43.1757E 1730.83
014=N64.3918W 34.87	071=S82.4245E 1115.45
015=S61.3751W 426.48	072=N43.5532E 1271.78
016=S53.3025W 842.81	073=S46.2103E 887.35
017=S41.2125E 491.62	074=S46.2925E 578.70
018=S38.2119W 489.14	075=S46.1310E 408.76
019=S43.5419W 409.24	076=S47.0310E 405.20
020=S30.1519W 133.80	077=S47.5244E 296.23
021=S36.0219W 81.45	078=S47.1933E 499.63
022=N36.4513W 753.61	079=S46.5337E 359.95
023=S52.5830W 1661.02	080=S45.4907E 436.01
024=N31.0728W 247.37	081=S46.2531E 1445.81
025=N25.3532W 406.01	082=S40.2131W 1018.19
026=N05.4130W 123.0	083=S50.2348E 255.73
027=N52.2330E 72.0	084=N40.4343E 42.90
028=N11.4534W 203.32	085=S52.5244E 85.65
029=N13.2425W 303.61	086=S51.4628E 159.01
030=N18.4922W 265.24	087=N43.5350E 92.20
031=N75.1422W 486.70	088=S78.2649E 101.28
032=S53.3538W 119.76	
033=N24.0216W 1344.85	
034=N26.1521W 1341.47	
035=N24.1933W 1253.62	
036=N26.2621W 445.60	
037=N22.0709W 388.02	
038=N20.0810W 228.62	
039=N35.5003W 95.94	
040=N20.3403W 91.79	
041=N14.5948W 185.29	
042=N00.0225E 92.60	
043=N12.0925E 32.16	
044=N29.0312E 72.03	
045=N19.2632E 118.15	
046=N11.5555E 32.54	
047=N65.3610E 98.62	
048=N24.2350W 99.11	
049=N19.1241W 178.40	
050=N24.3930W 220.03	
051=N25.2737W 206.51	
052=N43.0811E 441.09	
053=N42.3811E 496.12	
054=N59.3450E 665.61	
055=N59.2750E 379.99	
056=N58.5050E 298.07	
057=N59.2450E 439.02	



**Exhibit "A-2"**

**Metes and Bounds Description for Tract II**

**VICKREY & ASSOCIATES, Inc.**

CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION  
FOR A 195.14 ACRE TRACT OF LAND  
OUT OF THE ONE-FOURTH LEAGUE SURVEY NO. 14  
ABSTRACT NO. 360  
HAYS COUNTY, TEXAS**

Being a 195.14 acre tract of land situated in the Samuel Pharass 1/4 League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided 1/2 interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays; said 195.14 acre tract being more particularly described by metes and bounds with all bearings being referenced to North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

**BEGINNING** at a corner cedar fence post on the West right-of-way line of County Road No. 136 (an undetermined right-of-way width) also known as Old Austin - San Antonio Road and being the South corner of a 1971.29 acre tract of land as described in General Warranty Deed, conveyance from Ky-Tex Properties, L.P. to the The State of Texas, recorded in Volume 2755, Page 820 of the Official Public Records of Hays County, Texas, also being the most Eastern of Northeast corner of the herein described tract of land, said Beginning point having the Texas South Central Grid Coordinates of (N=13,913,246.00, E=2,318,255.92);

**Thence** S 16°51'08" E, along the said West right-of-way of County Road No. 136 a distance of 799.85 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap, being the Southeast corner of the herein described tract, from which a found 1/2" iron rod bears S 16°51'08" E, a distance of 61.11 feet being the most Eastern Northeast corner of a 135.78 acre tract of land recorded in Volume 254, Page 848 of the Deed records of Hays County, Texas;

**Thence** S 36°00'34" W, departing said West right-of-way line of County Road No. 136, a distance of 42.37 to a found cedar fence post at the common corner of said 135.78 acre tract and the herein described tract of land;

**Thence** along the common line of said 135.78 acre tract of land and the herein described tract of land, the following 4 courses and distances;

- S 48°34'19" W, a distance of 1583.69 feet to a found cedar fence post;
- N 49°27'05" W, a distance of 34.23 feet to found cedar fence post;
- S 25°39'52" W, a distance of 39.42' to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- S 48°28'51" W, a distance of 2127.99 feet to a found cedar fence post on North right of way line of Limekiln Road (an undetermined right-of-way width), and being the South corner of the herein described tract of land;



12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

Metes and Bounds Description  
195.14 Acres  
Page 2 of 2

- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, Page 456 of the Deed records of Hays County, Texas:
- Thence N 16°49'08" W, along the common line of said 260.12 acre tract of land and the herein described tract of land a distance of 270.68 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- Thence N 17° 14'33" W, continuing along said common line a distance of 1608.14 feet to a found 5/8" iron rod with aluminum cap marked "Kent" on the Southeast line of the aforementioned 1971.29 acre tract of land and being the West corner of the herein described tract of land;
- Thence along the common line of said 1971.29 acre tract of land and the herein described tract of land the following 7 courses and distances;
  - N 44°06'52" E, a distance of 2614.19 feet to a found cedar fence post;
  - S 78°31'24" E, a distance of 468.22 feet to a found cedar fence post;
  - S 57°18'05" E, a distance of 251.72 feet to a found cedar fence post;
  - S 77°39'09" E, a distance of 177.53 feet to a found cedar fence post;
  - S 45°29'35" E, a distance of 460.09 feet to a found cedar fence post;
  - N 46°05'33" E, a distance of 356.81 feet to a found cedar fence post;
  - S 69°29'02" E, a distance of 542.50 to the **POINT OF BEGINNING** containing 195.14 acres of land more or less.

Note: Survey Plat of even date accompanies this legal description.

*Hal B. Lane III*

Hal B. Lane III  
Registered Professional Land Surveyor  
Texas Registration Number 4690  
Vickrey & Associates, Inc.



Job No. 2042-003-104  
HL/gm m&b 195.14 acres  
May 24, 2006







11-GF#201500699 JPB  
RETURN TO: HERITAGE TITLE  
401 CONGRESS, SUITE 1500  
AUSTIN, TEXAS 78701

**THIS PAGE LEFT INTENTIONALLY BLANK FOR  
RECORDING PURPOSES**



# CITY OF KYLE, TEXAS

## Utility Lots and Townhome Code Amendment

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(Second Reading)* An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *James R. Earp, Assistant City Manager*

*Planning and Zoning Commission voted 5-0 to recommend approval.*

*City Council voted 7-0 to approve on first reading, and to bring back amendments as directed.*

**Other Information:** See attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### **ATTACHMENTS:**

#### **Description**

- Staff Memo
- Draft Amendment
- Ordinance With Exhibit



# CITY OF KYLE

## Community Development Department

---



### MEMORANDUM

**TO:** Mayor & Council

**FROM:** James Earp – Asst. City Manager

**DATE:** Monday, December 6, 2021

**SUBJECT:** Creation of Utility Lots (Sec. 41-136(g)) and Revision to Sec. 53-143(5) *Garages*

### REQUEST

Consider request to create subsection “g” of Sec. 41-136 (Utility Lots) and revise Sec. 53-143(5)(a) *Garages* (Townhome zoning district) of the City of Kyle Subdivision Code and Zoning Code.

### SUMMARY OF THE AMENDMENTS

#### Regarding Sec. 41-136(g) (Utility Lots)

For some time, both the Public Works and Planning Department have had a shared interest in amending the City of Kyle’s subdivision code to include “utility lots”. Currently our development code requires the minimum lot dimensions to match those of the zoning district. This means non-standard lots such as landscaping areas, gas easements, parks, etc, must be at least the minimum of the zoning district, and remain largely uniform in design (same width front to back and parallel side lot lines). This requirement tends to cause issues for typical non-standard lots, that are in almost every subdivision, and are expected.

Other than the Planning Department, Public Works (streets, water & wastewater), has provided the most encouragement regarding introducing this amendment. It is quite often that Public Works will require water lines to be looped between adjacent cul-de-sacs. This helps keep the lines cleaner, while minimizing flushing of water lines (large waste of water and staff time). When Public Works requires the looping of the water lines, currently an easement is required. Such an easement will typically overlay one or two lots, and said owner’s tend not to enjoy any maintenance of the water lines within their property (occasionally the line has to be dug up).

To avoid interfering with private landowner's use and enjoyment of the property, the creation of subsection "g" will allow the city to have it's own lot dedicated for looping of water lines. Additionally, the ordinance would give the City authority to require the developer to install appropriate fencing, and protect the utilities from encroachment. For clarification purposes, both developers and the City will be able to enjoy the advantage that the creation of this subsection would allow.

### Regarding Sec. 53-143(5)(a) Garages

Per both the Planning Department's and City Council's push to encourage more diversification in housing types in Kyle, staff has recognized a reoccurring issue with design requirements of the R-1-T zoning district. The issue being that the minimum garage size requirement is four hundred eighty (480) square feet. As a side note, townhomes are defined as four attached, sided by side, single family residences.

Over the past couple of years, almost every time staff has encouraged the R-1-T zoning district, developers will look into it and turn it down due to the 480 square foot requirement. On it's own the large size of the garage is fine, however the minimum allowed dimensions on a townhome lot are 22-feet wide and 880 sq. ft and a maximum of 10 units per buildable acre. The code allows for some design to be front loaded, but to be able to comply with this requirement, the garage would take up almost all of the bottom floor and front face of the home. This, by default, would exclude a front door.

To better facilitate alley loaded design, or designs that reduce how much the garage door takes up of the front of the residence, staff is proposing eliminating both the requirement for garages and the minimum square footage rule. This will also reduce cost for construction. Additionally, staff is adding an allowance for alley loaded design, as Sec. 53-143(5)(a) doesn't currently allow for alley loaded design for the R-1-T district.

\*To allay concerns regarding keeping minimum parking ratios, each unit will still need to provide an appropriate number of parking spaces per unit (2 space minimum, and an additional .5 spaces per each bedroom above 2).

**\*\*Per the Mayor and Council's request, staff has updated both sections. Sec. 41-136(g) now requires the applicable property owner's association to maintain the utility lots, and Sec. 53-143(5) has been updated to require covered parking.**

### RECOMMENDATION

Staff asks the Mayor & Council to support the updated code amendments by affirmative vote.

## Sec. 41-136 – Lots.

(g) Utility Lots. Utility lots may be platted within subdivisions and minimum standards for lot width, area and uniformity are not required, per the zoning district (example: municipal & private utility access, gas lines, overhead electrical lines, pocket parks, landscape lots, trail head access, areas for grouping of mailboxes). Placement of utility lots are conditional upon staff review, and subdivision design should only allow utility lots where necessary. Where space constraints do not allow for utility lots, city staff may require an easement of appropriate size with a screening fence or wall protecting the easement and utilities from encroachment. All utility lots will be maintained by the applicable property owner's association.

## Sec. 53-143. - Site development regulations.

The site development regulations as set forth in this section shall be exclusively applicable to residential townhouses, district R-1-T, and in addition to those in chart 1 in [section 53-33\(k\)](#):

(1) *Density.* Maximum dwelling units per buildable acre is ten units.

(2) *Front yard.* There shall be a front yard having a depth of not less than 15 feet extending from the property line of each individual lot to the nearest line of:

- a. The curblineline of any driveway or parking area;
- b. Any wall of any structure; or
- c. The boundary line of the property included within the townhouse development whichever is closer.

(3) *Side yard.* No side yard shall be required for individual lots. There shall be a side yard setback of not less than 15 feet from the walls of any building, or accessory building, to the nearest boundary line of any property not included within the townhouse development.

(4) *Rear yard minimum setback.* There shall be a rear yard setback having a depth of not less than 15 feet from the rear most wall of the dwelling unit to the back property line, or, if a garage is at the rear of the property, 15 feet from the rear most wall of the dwelling to the nearest wall or roofline of the garage. No building or structure shall be located within 15 feet of the boundary line of any property not included within the townhouse development.

(5) *Garages.*

a. Garages are **required** allowed and **covered parking is required** within the boundaries of the development site and must be one of the following designs:

1. Detached with a minimum setback of five feet from the front wall of the home facing front property line;
2. May be attached and must not protrude forward of the front or side wall of the home facing the front or any side property line; or

3. May be attached and meet minimum front setback requirements, but must face side property line.

4. May be at rear of residence, either attached or detached with garage or covered parking opening facing the side or rear property line. If detached, the garage or covered parking will follow Sec. 53-33(r) *Accessory Structures* regardless of setback requirements within this subsection.

~~Each dwelling unit must have a garage, which must be designed and constructed with a minimum of 480 square feet per dwelling unit, and may be located on or reasonably adjacent to the development lot.~~

b. A minimum of two off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all-weather asphalt, concrete, or paving stones, and in the case of open parking, curb and gutter.

c. No curblines of a driveway or parking area shall be less than five feet from the nearest boundary line of any property not within the townhouse development.

(6) *Approved materials.* All buildings and structures, garages, and/or accessory buildings constructed within this district must have all four sides composed of 100 percent brick, stone, hardiplank or other approved masonry product.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 41 (SUBDIVISIONS) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 41-136 – LOTS AND CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 53-143 – SITE DEVELOPMENT REGULATIONS (TOWNHOMES); AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. That Sections 41-136, 53-143 of the City of Kyle adopted in Chapter 41 (Subdivisions) & Chapter 53 (Zoning) be and the same is hereby amended as shown on the code section labeled Exhibit A.

SECTION 2. That the City Secretary is hereby authorized and directed to amend Sections 41-136 & 53-143 in the Code of Ordinances of the City of Kyle, as shown in Exhibit A and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.



APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

## **Exhibit A**

## **Sec. 41-136 – Lots.**

(g) *Utility Lots.* Utility lots may be platted within subdivisions and minimum standards for lot width, area and uniformity are not required, per the zoning district (example: municipal & private utility access, gas lines, overhead electrical lines, pocket parks, landscape lots, trail head access, areas for grouping of mailboxes). Placement of utility lots are conditional upon staff review, and subdivision design should only allow utility lots where necessary. Where space constraints do not allow for utility lots, city staff may require an easement of appropriate size with a screening fence or wall protecting the easement and utilities from encroachment. All utility lots will be maintained by the applicable property owner's association.

## **Sec. 53-143. - Site development regulations.**

The site development regulations as set forth in this section shall be exclusively applicable to residential townhouses, district R-1-T, and in addition to those in chart 1 in [section 53-33\(k\)](#):

(1) *Density.* Maximum dwelling units per buildable acre is ten units.

(2) *Front yard.* There shall be a front yard having a depth of not less than 15 feet extending from the property line of each individual lot to the nearest line of:

- a. The curblineline of any driveway or parking area;
- b. Any wall of any structure; or
- c. The boundary line of the property included within the townhouse development whichever is closer.

(3) *Side yard.* No side yard shall be required for individual lots. There shall be a side yard setback of not less than 15 feet from the walls of any building, or accessory building, to the nearest boundary line of any property not included within the townhouse development.

(4) *Rear yard minimum setback.* There shall be a rear yard setback having a depth of not less than 15 feet from the rear most wall of the dwelling unit to the back property line, or, if a garage is at the rear of the property, 15 feet from the rear most wall of the dwelling to the nearest wall or roofline of the garage. No building or structure shall be located within 15 feet of the boundary line of any property not included within the townhouse development.

(5) *Garages.*

a. Garages are allowed, and covered parking is required within the boundaries of the development site and must be one of the following designs:

1. Detached with a minimum setback of five feet from the front wall of the home facing front property line;

2. May be attached and must not protrude forward of the front or side wall of the home facing the front or any side property line; or

3. May be attached and meet minimum front setback requirements, but must face side property line.

4. May be at rear of residence, either attached or detached with garage or covered parking opening facing the side or rear property line. If detached, the garage or covered parking will follow Sec. 53-33(r) *Accessory Structures* regardless of setback requirements within this subsection.

b. A minimum of two off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all-weather asphalt, concrete, or paving stones, and in the case of open parking, curb and gutter.

c. No curblines of a driveway or parking area shall be less than five feet from the nearest boundary line of any property not within the townhouse development.

(6) *Approved materials.* All buildings and structures, garages, and/or accessory buildings constructed within this district must have all four sides composed of 100 percent brick, stone, hardiplank or other approved masonry product.



# CITY OF KYLE, TEXAS

## P3 Works PID, TIRZ Creation and Admin Svcs.

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services with P3Works, LLC. ~ *Paige Saenz, City Attorney*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ P3\_KYL\_Savannah\_PID-TIRZ\_Contract\_Draft\_v1

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) AND TAX INCREMENT  
REINVESTMENT ZONE (TIRZ) CREATION AND  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District (“PID”) and Tax increment Reinvestment Zone (“TIRZ”) Creation and Administration Services (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between P3Works, LLC (“P3Works”), and the City of Kyle, Texas (“City”).

**RECITALS**

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City may consider creating a Tax Increment Reinvestment Zone (“TIRZ”), in which the boundary will be commensurate with the boundary of the District, to fund certain improvements as authorized by the Tax Increment Financing Act, of the Texas Tax Code, Chapter 311, as amended; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District; the creation, revision and updating of the Final Project and Finance Plan (“Final Plan”) and the Annual Reporting of the TIRZ as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372, and Texas Tax Code 311; and

WHEREAS, the City desires to retain P3Works to provide District and TIRZ creation and administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties, and shall be for a period of

three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

## **ARTICLE II**

### **SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibits A and B, which are attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibits A and B.

## **ARTICLE III**

### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A and B, beginning the first day of the month following the execution of this Agreement. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

## **ARTICLE IV**

### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this

Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## **ARTICLE V**

### **GENERAL PROVISIONS**

5.0 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit C upon execution of the Agreement.

5.4 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.5 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

5.6 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.



5.7 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.8 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square, Ste. 100  
North Richland Hills, Texas 76182

To City:

Scott Sellers  
City Manager  
100 W. Center Street  
Kyle, Texas 78640

5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

*Signatures on Page to Follow*

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

City of Kyle

BY: \_\_\_\_\_  
Scott Sellers  
City Manager

**EXHIBIT A**  
**PUBLIC IMPROVEMENT DISTRICT SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and review the plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
3. Identify areas of risk and with the City's Financial Advisor, solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

## **BASIC DISTRICT ADMINISTRATION SERVICES**

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify and parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will advise the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In addition, P3Works will provide a link to District documents.

## **DISTRICT ADMINISTRATION SETUP SERVICES**

*\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

## **ADDITIONAL DISTRICT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<b><i>Title</i></b>	<b><i>Hourly Rate</i></b>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

### Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

### Development Agreement Review Specific to the PID/TIRZ Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

**EXHIBIT B**  
**TAX INCREMENT REINVESTMENT ZONE SERVICES TO BE PROVIDED**

**TIRZ FORMATION, PRELIMINARY AND FINAL PROJECT AND FINANCE PLAN PREPARATION SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of TIRZ Project and Finance Plan

1. P3Works will review project information and prepare a Preliminary Plan for the proposed creation, including:
  - a) Assessed value schedules and overall structuring to achieve City goals and objectives.
  - b) Drafting the TIRZ Agreement.
  - c) At the direction of Staff, facilitate presentations to the Council and the TIRZ Board.
2. Estimated annual TIRZ Credit by lot type for each improvement area.

Preparation of Preliminary and Final Project Plan

1. P3Works will prepare a Preliminary Project and Finance Plan (“PPFP”) and a Final Project and Finance Plan (“FPFP”) to be adopted by the TIRZ Board and the City Council and included in the Official Statement for the PID Bonds based on the Plan of Finance.
2. P3Works will prepare a draft TIRZ Agreement to be adopted by the TIRZ Board
3. P3Works will present the PPFP to the Council at the creation of the TIRZ and request approval of TIRZ Creation Ordinance.
4. P3Works will present the FPFP to the Council after conducting all necessary steps for public hearings and notifications and request approval of TIRZ FPFP.
5. P3Works will file the necessary creation forms with the Secretary of the State of Texas after the creation of the TIRZ.

Bond Issuance Support

1. P3Works will ensure bond documents, including the bond indenture and official statement are all consistent with the TIRZ Final Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.
2. If requested by the City, P3Works will respond to any calls and or emails relating to the

TIRZ.

3. P3Works will only provide technical answers relating to the annual TIRZ Credit or the TIRZ generally.
4. P3Works will not provide any commentary on City policy relating to TIRZs.

## **BASIC DISTRICT ADMINISTRATION SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*Preparation of the Annual Report to be filed with the Secretary of State and then presented to the TIRZ Board and City Council for approval.*

*See Section below related to "Consulting Services Relating to Future Improvement Areas and related Bond Issuance" for hourly fees if future TIRZ changes are contemplated.*

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
2. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

### Prepare Annual Report

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for TIRZ improvements
2. Update Annual Report as necessary to account for any changes in development plan or land uses.
3. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to anticipated estimate of Tax Increment to be generated.
4. Calculate annual TIRZ Credit for each parcel.
5. Present preliminary Annual Report to TIRZ Board. Upon approval by TIRZ Board, submit final Annual Report to the Texas Secretary of State.



**EXHIBIT C**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
Suite 100  
North Richland Hills,  
Texas 76182

Mary V. Petty  
Managing Partner  
+1.817.393-0353 Phone  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)

December 2, 2021

Scott Sellers  
City Manager  
100 W. Center Street  
Kyle, Texas 78640

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_, 20\_\_, that the City of Kyle (the "City") has engaged and is represented by \_\_\_\_\_, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty  
Managing Partner  
P3Works, LLC

Jon Snyder  
Managing Partner  
P3Works, LLC



# CITY OF KYLE, TEXAS

## Approval of Change Order No. 1, Kompan Playground Installation Services

**Meeting Date: 12/6/2021**

**Date time:7:00 PM**

**Subject/Recommendation:** Approval of Change Order No. 1 to KOMPAN, INC., Austin, TX, in an additional amount of \$12,462.00 increasing the total contract amount not to exceed \$287,070.35 due to an increase in price of rubberized surface material to be installed for the La Verde Park playground. ~ *David Harding, AGCM Project Manager*

**Other Information:** The original contract with Kompan, Inc. was executed in December 2020 with the expectation that installation of the playground equipment for the Uptown Central Park would be at the end of 2021. Due to worldwide shortages caused by COVID restrictions, there was an increase in price for rubberized surface material. The City did not incur price increases for purchased playground equipment itself.

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Kompan - Change Order #1
- Kompan Correspondence



## Jeff Prato

---

**From:** Steven Spears <steven@momarkdevelopment.com>  
**Sent:** Thursday, November 11, 2021 7:34 PM  
**To:** David Harding; Jeff Prato  
**Subject:** Fwd: Uptown Central Park-2022 Poured in Place PI and Stored Materials Memo  
**Attachments:** image001.png; Memo - Stored Inventory.pdf; Change Order 001\_Uptown Central Park\_11-11-2021.pdf; SP79990 Uptown Central Park Install & Surfacing.pdf; IMG\_3088.jpg; IMG\_3090.jpg; IMG\_3091.jpg; IMG\_3087.jpg; IMG\_3089.jpg; FW: Kompan Playground Equipment ASSEMBLY INSTRUCTIONS - Uptown Central Park

Please review and let's jump on a call to discuss.

Have a great evening

Steven Spears FASLA, PLA, AICP

Begin forwarded message:

**From:** Maximino Ruiz <MaxRui@kompan.com>  
**Date:** November 11, 2021 at 7:17:43 PM CST  
**To:** Steven Spears <steven@momarkdevelopment.com>, Steve Rauch <SteRau@kompan.com>, Becky Wilson <BecWil@kompan.com>  
**Subject:** **FW: Uptown Central Park-2022 Poured in Place PI and Stored Materials Memo**

Steven,

Thank you for taking the time out of your schedule to speak with me about the pricing and storage topics that we discussed yesterday. I understand that you act as a liaison between Kompan and the City of Kyle for the Uptown Central Park project, and need to update your customer on the details of this email. Please pass along the attachments and information to your customer, and let me know when the best time will be to schedule a call so we can answer any questions they might have.

2022 PI:

Our contract with the City of Kyle for the Uptown Central Park project was executed in December of 2020 with the expectation of instillation and project completion to be by the end of 2021. We had the paperwork executed before the new year to secure pricing. There are annual price increases (PI's) at the beginning of each year for most products, goods, and services that we did not want you to incur.

Due to COVID restrictions being lifted and businesses reopening, in February there were PI's on most goods and services due to worldwide shortages for wood and steel, and another PI in April/May timeframe due to extended shortages and shipping delays. Your project was NOT affected by any of the price changes that happened in 2021.

Attached is the email correspondence between Becky Wilson, our Project Manager, and the GC that is handling your project in Kyle. The email states that instillation of products and surface for Uptown would not be complete until April 2022. This is the reason for me reaching out yesterday.

Due to the size and sensitive nature of this project, Becky proactively reached out to all of our vendors to see if 2022 PI's would need to be applied to any projects being pushed into the new year.

For Uptown Central Park...Kompan has agreed to hold firm on its promised pricing for products, and our 3<sup>rd</sup> party vendors handling product instillation have also agreed to honor the amount signed for in 2020. In addition, our vendor for the EWF surfacing/install portion is also going to honor their pricing as well.

Our vendor for Poured in Place (PIP) however, was the only portion of the project that couldn't keep the prices they agreed to in 2020 due to the shortages and rising costs of rubberized surfacing. Attached is a copy of the original signed agreement for the surfacing portion. Along with that agreement is a change

order, provided by Becky Wilson for \$12k, for the expected difference in cost associated with this PIP portion.

Kompan did not include our standard percentage to this amount, to keep costs as low as possible, and to show that we always do what is best for our customers. If this project was being installed before they end of the year, this wouldn't be a discussion for us to have. Going into the 2<sup>nd</sup> Qtr of 2022 opened the doors for all projects in the US being pushed out. If you have any questions in regards to this upcoming 2022 PIP for the Poured in Place portion of the Kyle project, please let me know when we can meet and discuss further. We will be happy to explain in further detail if necessary.

**Stored Inventory:**

I have included some photos of the Uptown products that are currently staged in our warehouse. The photos don't do the products any justice, but you will get a much better idea of the scale and detail when you come by our offices next week for lunch and tour our facility.

I will be providing lunch for you and your team, so let me know if either Wednesday Nov 17<sup>th</sup>, or if Thursday Nov 18<sup>th</sup> at 11am or 12pm works for you...along with any allergies and preferences your team might have.

I have included the Storage memo we are sending out to customers who's projects are being pushed into the new year to let you all know that Kompan will gladly store your products, and will be providing additional assurances. Since your equipment is already in-house, and is expected to install in April, we will be holding for 6 months. For accounting purposes, the memorandum also explains the need for these customers to accept transfer of title and invoicing...but all products will be safely stored and insured. The policy details are below and on the memo. If you have any questions regarding this memo, please let me know when the best time to meet so we can explain in further detail if needed.

**Policy:**

*All customer owned inventory will be:*

- a. Physically segregated in the warehouse*
- b. Physically labeled, taped, and sealed as NOT FOR SALE – Customer Owned with the corresponding Sales Order prominently displayed*
- c. Fully insured against (but not limited to) fire, flood, or any property causality event*
- d. Fully insured against any damage during storage*
- e. Formal transfer of title document or photo records of inventory are available on request*

Let me know if we need to hold a call to explain in further detail, and I will be happy to send an invite. Otherwise, we can discuss in person when you come by. Please don't hesitate to call if you have any questions. Talk with you soon.

Best Regards

**Maximino Ruiz**  
Sales Representative  
Austin/San Antonio

M 2104259910

**Let's play at [Kompan.com](https://www.kompan.com) | [LinkedIn](#)**



# CITY OF KYLE, TEXAS

## Approval of Contingency Increase, Heroes Memorial Park

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Approval of contingency increase for the Heroes Memorial Park, in an additional amount of \$424,351.60 increasing the total contract award to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, AUSTIN, TX, in an amount not to exceed \$8,745,000.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*

**Other Information:**

Original contract amount = \$7,950,000.00  
Approved change orders = \$537,032.00  
Current amount with approved change orders = \$8,487,032.00

Proposed contingency = 5% of 8,487,032.00 = \$424,351.60  
Proposed contract amount = \$8,911,383.60

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Approval of Contingency Increase, La Verde Park

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Approval of contingency increase for the La Verde Park, in an additional amount of \$245,750.00 increasing the total contract award to STODDARD ENTERPRISE LLC, SPRING BRANCH, TX, in an amount not to exceed \$5,160,750.00 for the purpose of future construction scope changes. ~ *David Harding, AGCM Project Manager*

**Other Information:** Original contract amount = \$4,915,000.00

Proposed contingency = 5% of 4,915,000.00 = \$245,750.00

Proposed contract amount = \$5,160,750.00

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Arts Commission Update

**Meeting Date: 12/6/2021**

**Date time: 7:00 PM**

**Subject/Recommendation:** Arts Commission Update. ~ *Yvonne Flores-Cale, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Vision-Mission-Values Statement DRAFT
- Kyle Arts Commission Ordinance DRAFT
- Kyle Arts Commission Job Description DRAFT

## **Vision Statement**

The Kyle Arts Commission imagines a Kyle where power of art is vital to strengthening neighborhoods, enhancing economic development, and fostering positive social change. We believe the arts create inspiring personal experiences, illuminate the human condition, and suggest meaningful ways to engage with each other and the world around us. We envision a vibrant Kyle where creativity, prosperity and progress work hand in hand.

## **Kyle Arts Commission Mission Statement**

It is the mission of the Kyle Arts Commission to advise the City Council of the needs of the artistic and cultural community; to promote the City's history, diverse culture and sense of place; to encourage and promote arts programs and events that engage community members and local businesses to build a flourishing and vibrant arts and cultural environment; to provide advice to artists and cultural organizations by sponsoring events, programs, and to advise the City Council with respect to possible sources of funding.

## **Equity and Inclusion Statement**

The Kyle Arts Commission respects and honors the dignity and value of every human being. We aspire to be a diverse, equitable, and inclusive community in which all people are valued and respected. Equity and inclusion requires that we focus on the diversity within our community and develop effective strategies to move all of us towards an equitable future.

## **Values Statement**

- Cultural equity and access to high quality arts experience for all
- Utilize arts as a system for positive social change and prosperity
- Recognize art and artists as an integral part to making Kyle a city where people want to live, work and play
- Responsiveness to community needs
- Collaboration and partnerships
- Accountability and data-driven decision-making

## **Article -- City of Kyle Arts Commission**

### **Sec. -- -Establishment of Kyle Arts Commission.**

The City of Kyle shall establish and maintain an Arts Commission which shall consist of seven (7) voting members and four (4) ex-officio members who shall be appointed by the Mayor and City Council. The voting members will be required to demonstrate an expertise, or experience in one of the following areas and professional fields: literature, visual arts, graphic arts, plastic arts, decorative arts, architecture or urban planning, and performing arts. Two (2) ex-officio members will be appointed as citizen community representatives and one (1) ex-officio member will be appointed from the business community. One (1) ex officio member shall be a member of the City Council and shall serve as liaison between the Commission and the City Council.

### **Sec.-- - Kyle Arts Commission General Powers and Duties.**

The Kyle Arts Commission is appointed by the City Council and shall serve in an advisory capacity to the City Council on matters relating to the arts activities, events and projects that will benefit the residents of the City and achieve the “Gold Standard” set by the City Council. The Commission shall advise the City Council on the use of any funds or funding that may be available from private and/or public sources that will benefit any local arts activity, project or organization serving the residents of the City; such advice and/or recommendations on uses of funds shall not be restricted in any manner except by law.

### **Sec.-- - Qualifications for Appointment.**

In determining the criteria for appointment to the Kyle Arts Commission, the City Council shall consider qualified individuals who have shown an interest in the arts activities of the City and a passion for advancing the arts and culture of the City. Appointees shall have resided within the city limits or extraterritorial jurisdiction of Kyle for at least 12 consecutive months prior to their appointment. The ex-officio business appointee shall own or be employed in a business within the city limits or extraterritorial jurisdiction of the City of Kyle.

### **Sec.-- -Officers.**

The Kyle Arts Commission shall elect such officers as the members of the Commission deem necessary to conduct their business affairs.

### **Sec. -- -Term of Office.**

The term of office for the members of the Kyle Arts Commission shall be for two (2) years or until their successor has been appointed and qualified. Members initially appointed to create the Kyle Arts Commission shall be appointed for such terms that two members' terms will expire after one year, two members' terms will expire after two years, and the other three members shall expire after three years. Members shall be eligible for reappointment any time following the termination of their two-year term. Vacancies on the Kyle Arts Commission, occurring other than by expiration of the term, shall be filled by the City Council for the remainder of that term.

**Sec. -- -Meetings.**

- (a) Regular meetings. The Kyle Arts Commission shall endeavor to hold at least one regular meeting each month and shall prescribe by rule regular meeting dates at a regular meeting place.
- (b) Quorum. A quorum shall consist of four voting members. A motion to approve any matter before the Kyle Arts Commission or to recommend approval of any request requiring city council action shall require a simple majority vote of the quorum members present. Any quorum member may make or second a motion. In conducting all meetings of the Kyle Arts Commission, it shall be the Commission's intent to generally follow Robert's Rules of Order.
- (c) Open meetings. The Kyle Arts Commission meetings will be open to the public and will follow all rules of the Open Meetings Act. The secretary will take minutes each meeting, which shall be approved at the next regular scheduled meeting. These minutes will be kept in accordance with the Open Meetings Act.
- (d) Voting. Voting shall be by roll call vote. The presiding officer shall be entitled to vote on matters before the Kyle Arts Commission. All voting members of the Kyle Arts Commission present shall vote upon every issue, subject or matter properly before the Council and requiring a Commission vote; provided that, if any member of the Commission has a conflict of interest that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue.
- (e) Annual report. The Kyle Art Commission shall present an annual report on the status of the art program to the City Council at the end of each fiscal year, by October 1.

**Sec. -- -Gifts and Donations.**

The Kyle Arts Commission is authorized to solicit gifts and bequests of money or other personal property, or donations to be applied, principle or income, for either temporary or permanent use for activities, programs and/or other efforts on behalf of the City of Kyle art community. All monetary gifts and bequests shall be made and received directly by the City and placed in a special account or fund established for such purposes. Any gifts such as actual works or art or property will be contingent on written agreement signed and approved by the City and all other relevant parties.

**Sec. -- - Cooperation with Other Agencies.**

The Kyle Arts Commission, working through the Kyle Public Library Director, is authorized to work jointly with the other city departments and, upon approval of an agreement by the City Council, with other political subdivisions to provide and establish, operate, conduct, and maintain a robust arts program and to acquire, operate, improve, and maintain property, both real and personal, for facilities and activities the promote, enhance and further the arts in the City of Kyle.

Kyle Arts Commission

Job Description

2021.07.24

Last updated on 2021.08.11

Last reviewed/discussed on 2021.07.25

### **General Description**

The City of Kyle Arts Commission (herein referenced as the “Commission”) established by Ordinance # is appointed by the City of Kyle, City Council (herein referenced as “City Council”). The Commission shall serve in an advisory capacity to the City Council on matters relating to arts activities and events and projects that will benefit the residents of the City of Kyle (herein referenced as the “City”) and achieve the “Gold Standard” set by City Council. The Commission shall advise City Council regarding the use of any funds or funding available from private and/or public sources that will benefit local arts activity, project or organization serving the residents of the City; such advice and/or recommendations regarding the use of such funds shall not be restricted in any manner except by law.

### **Roles and Responsibilities**

It will be the goal and responsibility of the Commission to:

- Promote the development and utilization of a Public Arts Program for the City; and
- Make recommendations to City Council for the display of permanent and temporary art displays in and around the City; and
- Make recommendations to City Council for the enactment of cultural programs; and
- Increase the understanding and enjoyment of art by Kyle residents and visitors; and
- Encourage the collaboration between artists, architects, engineers, businesses, non-profit organizations, and City of Kyle Staff; and
- Encourage and support arts education and art in institutions in and around the City; and
- Encourage the continuing development of the City’s cultural infrastructure and its support facilities; and
- Encourage participation by community and business organizations.

### **Commission Terms**

The term of office for the members of the Kyle Arts Commission shall be for two (2) years or until their successor has been appointed and qualified. Members initially appointed to create the Commission shall be appointed for such terms that two members' terms will expire after one year, two members' terms will expire after two years, and the other three members shall expire after three years. Members shall be eligible for reappointment any time following the termination of their two-year term. Vacancies on the Commission, occurring other than by expiration of the term, shall be filled by City Council for the remainder of that term.

## **Meetings**

- (a) Regular meetings. The Commission shall endeavor to hold at least one regular meeting each month and shall prescribe by rule regular meeting dates at a regular meeting place.
- (b) Quorum. A quorum shall consist of four voting members. A motion to approve any matter before the Commission or to recommend approval of any request requiring City Council action shall require a simple majority vote of the quorum members present. Any quorum member may make or second a motion. In conducting all meetings of the Commission, it shall be the Commission's intent to generally follow Robert's Rules of Order.
- (c) Open meetings. The Commission meetings will be open to the public and will follow all rules of the Open Meetings Act. The secretary will take minutes each meeting, which shall be approved at the next regular scheduled meeting. These minutes will be kept in accordance with the Open Meetings Act.
- (d) Voting. Voting shall be by roll call vote. The presiding officer shall be entitled to vote on matters before the Commission. All voting members of the Commission present shall vote upon every issue, subject or matter properly before Council and requiring a Commission vote; provided that, if any member of the Commission has a conflict of interest that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue.

## **Attendance**

Unexcused Absences. If a member of a board is absent for three regular consecutive meetings, the regular member office will be considered vacant unless the member is sick or has first obtained a leave of absence from the majority of the Commission members present at a regular meeting. The Commission shall decide whether the member qualifies for three consecutive unexcused absences.

## **Board Member Qualifications**

In determining the criteria for appointment to the Commission, City Council shall consider qualified individuals who have shown an interest in the arts activities of the City and a passion for advancing the arts and culture of the City. Appointees shall have resided within the city limits, or extraterritorial jurisdiction of the City, for a minimum of 12 consecutive months prior to their appointment. The ex-officio business appointee shall own or be employed in a business within the city limits or extraterritorial jurisdiction of the City.



# CITY OF KYLE, TEXAS

PSC

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Discussion and possible action on the public safety center. ~ *Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## City's Bar Hours

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Discussion and possible action on the city's bar hours of operation during the holidays. ~  
*Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Traffic patterns, Pedestrian Safety

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Discussion and Update Traffic patterns, Pedestrian Safety Concerns, Update on Speed Study FM 150 to include possible future studies East of Kyle. ~ *Michael Tobias, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session - Convene

Meeting Date: 12/6/2021

Date time: 7:00 PM

**Subject/Recommendation:** Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - o Center Street Village
  - o Limestone Creek PID
  - o Bebee Rd PUD
  - o Opal Lane TIRZ
  - o Honeywell Agreement
  - o NBFR Development
  - o Extended Alcohol Sales Hours
  - o Downtown PUD
  - o Contingency for Park Construction
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - o Project Phoenix
  - o Project Zest
  - o Project Just Peachy
  - o Project Fire Engine Red
  - o Project Deep Golden
  - o Project Fresco
  - o Project Black Coral
  - o Project Goldfish
  - o Project Fire Engine Red
  - o Project Deep Golden
  - o Project Wild Strawberry

**Other Information:**

**Legal Notes:**

**Budget Information:**

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 12/6/2021  
Date time: 7:00 PM

**Subject/Recommendation:** Take action on items discussed in Executive Session.

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available