

CITY OF KYLE

Notice of Regular City Council Meeting

Kyle City Hall, 100 W. Center Street, Kyle, TX 78640;
Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>



SPECIAL NOTE: Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held in-person and by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. Some City Council members will be present in the chamber while others will attend the meeting via videoconferencing. This meeting can be viewed live online at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on July 20, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

Posted this 16th day of July, 2021, prior to 11:00 a.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - July 6, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - July 6, 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. Presentation

3. Presentation on Crisis Counseling Assistance and Training Program for Youth and Adolescents "Supporting Mental Well-Being During Covid-19" - Texas Recovering Together Team - Ms. Myla Peterson and Celyne Diaz. ~ *Michael Tobias, Council Member*
4. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

V. Consent Agenda

5. Approve the 2021 Annual Service Plan update for the Southwest Kyle Public Improvement District (PID). ~ *Allison Snyder, P3Works, LLC, City's PID Administrator*
6. Approve the 2021 Annual Service Plan update for the 6 Creeks Public Improvement District (PID). ~ *Allison Snyder, P3Works, LLC, City's PID Administrator*
7. Approve a Resolution of the City Council of the City of Kyle, Texas accepting the Bunton Creek Reserve Phase 3 improvements: finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*
8. Approve postponement of public hearing and approval for the issuance of \$5,000,000.00 in Combination Tax and Revenue Certificates of Obligation for the City's Tax Increment Reinvestment Zone No. 2 (TIRZ #2) as originally scheduled and noticed to be conducted and acted upon by the City Council from July 20, 2021 to October 19, 2021. ~ *Perwez A. Moheet, CPA, Director of Finance*
9. *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending Chapter 41 of the Code of Ordinances by Amending Section 41-1 to Include a Definition of a Transportation Master Plan; and by Requiring Compliance with the City of Kyle Transportation Master Plan in the Development and Construction of Subdivisions; Providing for Repeal of Conflicting Ordinances; Providing for Severability; and Providing Effective Date and Open Meetings Clauses. ~ *Paige Saenz, City Attorney*

City Council voted 6-0 to approve on First Reading.

10. *(Second Reading)* An ordinance of the City of Kyle, Texas, annexing 120.458 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Kyle 120 LLC - ANNX-21-0010) ~ *Howard J. Koontz, Director of Planning and Community Development*

City Council voted 7-0 to approve on First Reading.

11. Authorize the City's Director of Finance to dispose through an auction facility police equipment identified in Lots #1-23, all city owned and formerly being provided via the 10-33 Program that has been determined to be surplus property by the Police Department. ~ *Jeff Barnett, Chief of Police*
12. Authorize the City's Director of Finance to dispose through an auction facility police equipment identified in Lots #1-9, all city owned and formerly being attached to City-owned police vehicles that has been determined to be surplus property by the Police Department. ~ *Jeff Barnett, Chief of Police*
13. Approve a Temporary Construction License Agreement – Heroes Memorial Park Project. ~ *Paige Saenz, City Attorney*
14. Approve a Temporary Construction License Agreement - Park Property. ~ *Paige Saenz, City Attorney*

VI. Consider and Possible Action

15. Approve a Resolution authorizing the City Manager and City Engineer to negotiate an agreement with K FRIESE & ASSOCIATES, Austin, Texas, a civil engineering consulting firm, to provide project management services for the design and construction of specific road projects throughout the City to be funded under the 2022 Road Bond Program and to bring back an agreement with all terms and conditions including contract amount for City Council's approval at a future Council meeting. ~ *Leon Barba, P.E., City Engineer*
16. Discussion and possible action to incorporate bond-related capital improvements into the scope of the City-wide Trail System Task Force. ~ *Rick Koch, Mayor Pro Tem*
17. Council consideration of forming a task force for bond-related capital improvements at Gregg-Clarke Park. ~ *Dex Ellison, Council Member*
18. *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending Article II to Include a Section 12-23 Roundabouts, Requiring Use of Roundabouts in Certain Intersections, Requiring Consideration of Roundabouts in Certain Intersections, Requiring Compliance with National Standards in the Construction of Roundabouts, Requiring Notice of Exclusions, Providing Severability, Effective Date, and Open Meetings Clauses; and Providing for Related Matters. ~ *Leon Barba, P.E., City Engineer*

The City Council voted 6-1 to approve on First Reading.

19. *[Postponed 7/6/21]* Consider Approving Site-Specific Declaration of Covenants, Restrictions and Easements for the Heroes Memorial Tracts and Authorize the City Manager to Execute Documents Related to Closing on the Parcel. ~ *Paige Saenz, City Attorney*
20. *(First Reading)* Approve an Ordinance regulating traffic, authorizing and directing

the installation and erection of stop signs for traffic control at the intersection of W Blanco Street and N Sledge Street in the city limits of Kyle. ~ *Leon Barba, P.E., City Engineer*

21. *(Second Reading)* An ordinance of the City of Kyle, Texas, annexing 24.563 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Shelia Lynn Webb and Rebecca Ann Hadsell, Independent Co-Executors of the Estate of Janell Hadsell - ANNX-21-0009)~ *Howard J. Koontz, Director of Planning and Community Development*

City Council voted 6-1 to approve on First Reading.

22. Approve a Resolution of the City Council of the City of Kyle, Texas to Adopt and Allocate Funds for an Outdoor Fitness Court® as Part of the 2021 National Fitness Campaign. ~ *Mariana Espinoza, Director of Parks & Recreation*
23. Discussion and possible action to consider adding Council workshop sessions. ~ *Travis Mitchell, Mayor*
24. *[Postponed 7/6/21] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning and rezone approximately 11.08 total acres of land from Agriculture 'AG' (.023-Acres) and Single Family 'R-1' (10.85-Acres) to Single Family Residential-3 'R-1-3' for property located between Scott Street and the 800 block of South Sledge Street, in Hays County, Texas. (LD Enterprises, LLC - Z-21-0084) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

- Public Hearing

25. *(First Reading)* Amendment to an Ordinance of the City of Kyle, Texas Regulating Oil and Gas Pipeline Building Standards and Provisions; Making Findings of Fact; Providing Severability and Open Meetings Clauses; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

VII. City Manager's Report

26. 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*
 - La Verde Groundbreaking event recap
 - Upcoming 2022 Budget worksessions
 - Dive-in Movie event
 - 2021 State of the City

VIII. Executive Session

27. 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.
 - Pipeline Ordinance Amendment
 - Intervention in proceedings at the Railroad Commission regarding implementation of HB 1520 related to recovery of extraordinary costs incurred by certain gas utilities due to Winter Storm Uri
 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - Possible Creation of TIRZ
 - Sign Code
 - American Fireworks Contract
 - Water Tower Painting Contract
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Property Acquisition
 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 Pacific Blue
 - Project Indigo

28. Take action on items discussed in Executive Session.

IX. 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 0706 Minutes

Meeting Date: 7/20/2021
Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - July 6, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0706 DRAFT Special Council Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 6, 2021, and due to COVID-19, some members attended virtually (v) <https://kyletx.new.swagit.com/events/9354>; Spectrum 10 with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch (v)
Council Member Dex Ellison (v)
Council Member Yvonne Flores-Cale
Council Member Robert Rizo (v)
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Paige Saenz, City Attorney (v)
Jerry Hendrix, Chief of Staff
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Leon Barba, City Engineer
Diana Torres, Economic Dev Director
Perwez Moheet, Finance Director (v)
Matt Dawson, IT Director
Grant Bowling, Video Production Specialist
Howard Koontz, Community Dev Director (v)
Jeff Barnett, Chief of Police (v)

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 5:05 p.m. 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 Bradshaw, and Council Member Tobias. A quorum was present. Council Member Rizo was not present for roll call but was in executive session virtually at 5:07 p.m.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 5:05 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:05 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.
 - Prairie Lakes MUD
 - CIEDAR
 - Bonded Indebtedness
 - LGI Sewer
 - Possible Creation of TIRZ
 - Federal Legislative Advocacy Services
 - City Lights and Kyle Marketplace Subdivision/Development
 - Bebee Road Development Agreement
 - Transportation Master Plan
 - Ordinance Adopting Extended Hours for Mixed Beverages
 - Sign Code
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 Valkyrie
 - Project Pacific Blue
 - Project Deep Golden
 - Project Tropical Green
 - Project Midnight Blue
 - Restaurant Incentive Program
 - Project Wild Blue

Council Member Flores-Cale 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 - Prairie Lakes MUD; CIEDAR; Bonded Indebtedness; LGI Sewer; Possible Creation of TIRZ; Federal Legislative Advocacy Services; City Lights and Kyle Marketplace Subdivision/Development; Bebee Road Development Agreement; Transportation Master Plan; Ordinance Adopting Extended Hours for Mixed Beverages; Sign Code ; 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 Valkyrie; Project Pacific Blue; Project Deep Golden; Project Tropical Green; Project Midnight Blue; Restaurant Incentive Program; Project Wild Blue.”

The City Council convened into executive session at 5:06 p.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:04 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Consider and Possible Action

3. Take action to approve a contract with a Federal Legislative Advocacy Agency. ~ *Travis Mitchell, Mayor*

No action was taken.

V. Adjourn

Mayor Mitchell moved to adjourn. No vote was held.

With no further business to discuss, the City Council adjourned at 7:04 p.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 0706 Minutes

Meeting Date: 7/20/2021
Date time:7:00 PM

Subject/Recommendation: City Council Meeting Minutes - July 6, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0706 DRAFT Council Meeting Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on July 6, 2021, and due to COVID-19, some members attended virtually (v) At <https://kyletx.new.swagit.com/events/9354>; Spectrum 10 with the following persons present:

Mayor Travis Mitchell	Jeff Thompson
Mayor Pro Tem Rick Koch (v)	Diana Woods
Council Member Dex Ellison (v)	Maxine Gilford
Council Member Yvonne Flores-Cale	Peter Parcher
Council Member Robert Rizo	Kay Rush
Council Member Ashlee Bradshaw	Steve "Coach" Davis
Council Member Michael Tobias	John Dean
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director (v)	
Sandra Duran, HR Director (v)	
Kristiana Spencer, HR Manager	
Matt Dawson, IT Director	
Grant Bowling, Video Production Specialist	
Paul Phelan, Library Director	
Mariana Espinoza, PARD Director	
Michele Jones, Parks Dept. Admin. Assistant	
Arthur Zamarripa, Parks Project Coordinator	
Benito Pereda, Parks Maintenance Technician	
Sotero Nino, Parks Maintenance Technician	
Stacy Anderson, Parks Maintenance Technician	
Joe Villarreal, Parks Maintenance Technician	
Mario Bautista, Parks Maintenance Technician	
Steven Sedillo, Trails Maintenance Technician	
Austin Haralson, Parks Dept. Rec Programmer	
Howard Koontz, Community Dev Director	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Harper Wilder, Director of Public Works	

I. Call Meeting to Order

Mayor Pro Tem Koch called the meeting to order at 7:06 p.m. The Pledge of Allegiance was recited. Mayor Pro Tem Koch 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.

III. Citizen Comment Period with City Council

Mayor Mitchell brought forward citizen comments out of order, ahead of Approval of Minutes. Mayor Mitchell opened citizen comments at 7:07 p.m.

Jeff Thompson was called to speak as registered. He was representing Capital Idea and Corridor Interfaith Alliance for Families. He spoke about a parable of the babies to the river. There was a village along the river, and they heard a baby scream in the middle of the river. The people went out and rescued the baby. Then there was another and another and another. They had to get all the villagers to help rescue babies - it was all they could do to rescue babies. One of the villagers ran upstream and it was said to him, we need you here to rescue babies- and in return he said, he was going to look to see who was causing this, throwing babies in the river. That is what the difference between charity and Capital Idea is. Rather than temporary solutions, they are providing solutions to last a lifetime. He asked Council to not consider Capital Idea as a charity in their budget considerations, but instead let it be seen as a work force/economic development opportunity. He said, in order to pull someone up by their bootstraps, they must first have boots.

Diana Woods was called to speak as registered. She was representing residents of the Country Ridge Subdivision. She is representing a neighborhood that will be profoundly impacted by the City Council. She stated that they found out that their zip code would be changed to 78640. She stated that the City describes her subdivision as transitional, but she has lived there for 31 of the subdivisions 35 years of existence. She asked to be released from Kyle's ETJ.

Maxine Gilford was called to speak as registered in opposition of Item Nos. 17 and 19. She asked Council not to approve the proposed amendment to the Transportation Master Plan. She spoke about having lived her nearly her entire life. She stated that the road will go right through the area by her home. She thanked Council Member Flores-Cale, Council Member Ellison, and City Engineer, Leon Barba for taking time to meet with her. She asked Council to consider the change because it will send large trucks through their neighborhood. She also spoke on behalf of Maddie Welch who was a prior City Council Member.

Peter Parcher was called to speak as registered. He thanked Council for those who have helped get the veteran's parade going. He thanked Ms. Espinoza for allowing them to volunteer with the fireworks.

Kay Rush was called to speak as registered. She asked the City Council to work with Hays County on the raise to property values. She stated that her home was raised \$20,000 in property value. She is retired and on a fixed income. She stated that at a certain point it begins to push the retired population. She spoke about a sign that was placed for Plum Creek, but large trucks are already running over it. She also spoke about HEB to Home Depot, road base for heavy trucks. She also spoke about Fireworks in Indian Paintbrush.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:21 p.m.

II. Approval of Minutes

1. City Council Special Meeting Minutes - June 15, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - June 15, 2021. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - June 26, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion after citizen comments.

Council Member Ellison moved to approve the minutes of the June 15, 2021 Special Council Meeting, June 15, 2021 Council Meeting, and the minutes of the June 26, 2021 Council Meeting Council Member Rizo seconded the motion. All votes aye; motion carried 6-0. Council Member Flores-Cale was absent for the vote.

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*
 - Senior Center Task Force
 - La Verde and Cultural Trail groundbreaking
 - Curative Testing Site Update
 - Election Info
 - James Adkins Pool opening
 - 4th of July recap

Mayor Mitchell brought forward the City Manager's Report. Mr. Sellers asked for the Mayor to move to the Parks and Recreation Month Proclamation while the presentation was brought up.

V. Presentation

5. Parks and Recreation Month Proclamation. ~ *Ashlee Bradshaw, Council Member*

Mayor Mitchell brought forward Item No. 5 for discussion and gave the floor to Council Member Bradshaw who presented the proclamation. Recognition was held for Arthur Zamarripa for his 25 years of service to the City of Kyle. No action was taken.

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*
 - Senior Center Task Force
 - La Verde and Cultural Trail groundbreaking
 - Curative Testing Site Update
 - Election Info
 - James Adkins Pool opening
 - 4th of July recap

Mayor Mitchell brought back the City Manager's Report after Item No. 5. Mr. Sellers spoke about the phenomenal job that the Parks Department does. Mr. Sellers mentioned the Senior Center Task Force. Council Member Flores-Cale mentioned she would like to serve on a task force for the Senior Center Task Force. In addition, Council Member Rizo nominated Council Members Tobias and Ellison to serve on the task force as well. Mr. Sellers stated that James Adkins Pool is now open. He spoke of the challenges that were overcome to make that happen. He continued with an invitation to the La Verde and Cultural Trail groundbreaking. Mr. Sellers stated that the Curative Testing Site is still operating with the additions of flu and RSV testing. He continued, speaking about the upcoming November 2021 Election. Finally, he brought forward the 4th of July recap. Ms. Espinoza introduced Steve "Coach" Davis with American Fireworks. Mr. Davis provided an apology and explanation for the challenges experienced for the fireworks show. No action was taken.

V. Presentation

6. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward the CIP/Road Projects and Consent Agenda after Item No. 4. Mr. Barba presented the update. No action was taken. Council Member Flores-Cale left the dais at approximately 8:24 p.m.

VI. Consent Agenda

Mayor Mitchell brought forward Consent Agenda Item Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 for consideration. Council Member Tobias pulled Item Nos. 8, 9, 10 and 11 for discussion. Council Member Ellison pulled Item No. 12.

7. Authorize the City Manager to negotiate a contract with Kyle Park Music, Inc., Fredericksburg, Texas in an amount not to exceed \$50,000 for brand ambassador efforts. ~ *Samantha Armbruster, Director of Communications*
13. Authorize award and execution of a Purchase Order to CONTECH ENGINEERED SOLUTIONS, Irving, Texas in an amount not to exceed \$22,137.35 for special drainage pipe to be used on the Old Post Road Project. ~ *Leon Barba, P.E., City Engineer*
14. Approve an Amendment to FUGRO USA LAND, INC., Austin, Texas, in the amount of \$2,550.00 increasing the total amount not to exceed \$27,800.00 for providing additional geotechnical services for 104 S. Burleson Street. ~ *Leon Barba, PE, City Engineer*
15. Consider joining the CIEDAR Consortium and signing the membership agreement. ~ *Scott Sellers, City Manager*
16. Approve the form of the Electrical Easement with Pedernales Electric Cooperative for the Brick and Mortar District. ~ *Paige Saenz, City Attorney*
17. (*First Reading*) An Ordinance of the City of Kyle, Texas, Amending Chapter 41 of the Code of Ordinances by Amending Section 41-1 to Include a Definition of a Transportation Master Plan; and by Requiring Compliance with the City of Kyle Transportation Master Plan in the Development and Construction of Subdivisions; Providing for Repeal of Conflicting

Ordinances; Providing for Severability; and Providing Effective Date and Open Meetings Clauses. ~ *Paige Saenz, City Attorney*

18. Approve an Independent Contractor Agreement with INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, Oak Brook, IL, in an amount not to exceed \$38,215.00 for the 2021 Kyle Police Department's Promotional Assessment Center. ~ *Kristiana Spencer, Civil Service Director*

Council Member Ellison moved to approve Consent Agenda Item Nos. 13-18 as written. Council Member Rizo seconded the motion.

There was discussion on the motion. Mayor Mitchell mentioned Item No. 7 should be addressed also. Council Member Rizo stated he would like to amend the motion to include Agenda Item No. 7. Council Member Ellison stated he would like to amend the motion to include Agenda Item No. 7.

All votes aye; motion carried 6-0. Council Member Flores-Cale was absent for the vote.

8. Authorize award and execution of a Purchase Order to ARTISTIC HOLIDAY DESIGNS, Lemont, Illinois in an amount not to exceed \$95,475.00 for Holiday Light Displays for Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*
9. Authorize award and execution of a Purchase Order to ARNETT MARKETING, LLC, San Antonio, Texas in an amount not to exceed \$59,110.00 for Holiday Decoration for Center Street. ~ *Mariana Espinoza, Director of Parks & Recreation*
10. Authorize award and execution of Purchase Order to ABC HOME AND COMMERCIAL SERVICES, San Marcos, Texas in an amount not to exceed \$16,136.40 for tree wrapping at Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*
11. Authorize award and execution of a Purchase Order to HOLIDAY LIGHTING DECORATION, Austin, Texas in an amount not to exceed \$17,895.00 for holiday decoration at the KRUG Activity Center and Large Oak Tree at Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*

Mayor Mitchell brought forward Item Nos. 8 - 11 and gave the floor to Council Member Tobias who pulled the items. Ms. Espinosa provided answers to Council Member Tobias's questions. Mr. Moheet clarified that the purchases are coming from the Park Development Fund.

Council Member Tobias moved to approve Item Nos. 8 - 11. Council Member Bradshaw seconded the motion.

Council Member Flores-Cale returned to the dais at 8:34 p.m. There was discussion on the motion. Council Member Ellison stated that he appreciated the questions regarding warranty on the items discussed and for Ms. Espinoza following up on the warranties.

All votes aye; motion carried 7-0.

12. Approve a Resolution declaring the City of Kyle's intent to participate in the TxDOT Turnback Program and assume ownership of Old Highway 81 and Hill Street from TxDOT. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 12 and gave the floor to Council Member Ellison who pulled the items. Mr. Sellers provided responses to Council Member Ellison's concerns.

Council Member Ellison moved to approve Item No. 12. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Rizo asked whether they would work on the shoulder as well. Mr. Sellers stated that the extent of Highway 81 will be from Martinez Loop back to the Frontage Road and would not hit anything from the north of the loop to Marketplace. Mr. Sellers mentioned a design from another project the city is working on to make improvement to area of shoulder. Council Member Rizo asked if we included sidewalks who would oversee the design. Mr. Sellers stated that the City would have to provide the plans.

All votes aye; motion carried 7-0.

VII. Consider and Possible Action

19. Consider and possible action to approve an update to Transportation Master Plan. ~ *John Dean, CP&Y, Inc.*

Mayor Mitchell brought forward Item No. 19 for discussion. Mr. John Dean presented the item.

Diana Woods spoke as registered for this item. She spoke about flood plain issues, and that the land has already been secured. She spoke about the residents who live in the area as being in poverty. She spoke about having block walked with her work with the Census. She encouraged the City Engineer to look at the flooding and erosion in that area. She stated that relationships are built. She asked Council to revisit this road and reconsider rather than approve tonight. Ms. Woods commented that the maps do not show the homes of the people who live there. She opposes planning this road. She asked Council to preserve the relationships with the people in this area.

Council discussion continued.

Council Member Rizo moved to approve an update to Transportation Master Plan. Mayor Mitchell seconded the motion. Motion carried 6-1 with Council Member Tobias dissenting.

20. *[Postponed 6/15/21] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning and rezone approximately 11.08 total acres of land from Agriculture 'AG' (.023-Acres) and Single Family 'R-1' (10.85-Acres) to Single Family Residential-3 'R-1-3' for property located between Scott Street and the 800 block of South Sledge Street, in Hays County, Texas. (LD Enterprises, LLC - Z-21-0084) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

- Public Hearing

Mayor Mitchell brought forward Item No. 20 for discussion. Mr. Koontz stated that the applicant requested postponement in light of the recently passed Item No. 19. Council Member Rizo left the dais at approximately 9:17 p.m.

Mayor Mitchell opened the public hearing at 9:17 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open at 9:17 p.m.

Mayor Mitchell moved to postpone Item No. 20 until the next regular council meeting. Council Member Tobias seconded the motion. All votes aye; motion carried 6-0. Council Member Rizo was absent for the vote.

21. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 4.56 acres of land from Agriculture 'AG' to Retail Service District 'RS' for property located at 145 Lehman Road, in Hays County, Texas. (Lucia Hernandez - Z-21-0081) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

City Council voted 4-3 to approve on First Reading.

- Public Hearing

Mayor Mitchell brought forward Item No. 21 for discussion. Mr. Koontz presented the item.

Mayor Mitchell opened the public hearing at 9:19 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:19 p.m.

Council Member Rizo returned at approximately 9:21 p.m.

Council Member Bradshaw moved to approve an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 4.56 acres of land from Agriculture 'AG' to Retail Service District 'RS' for property located at 145 Lehman Road, in Hays County, Texas. (Lucia Hernandez - Z-21-0081) Mayor Mitchell seconded the motion.

Mayor Mitchell requested a roll call vote. Council Member Flores-Cale voted nay; Mayor Mitchell voted aye; Council Member Rizo voted aye; Council Member Ellison voted aye; Council Member Tobias voted nay; Mayor Pro Tem Koch voted aye; and Council Member Bradshaw voted aye. Motion carried 5-2.

22. *[Postponed 6/15/21] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 10.81 acres of land to Retail Service District 'RS' and approximately 34.83 acres to Multi-Family Residential-3 'R-3-3' for property located at 20139 IH-35, in Hays County, Texas. (Sunrise Village Investments, LLC - Z-21-0082) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

- Public Hearing

Mayor Mitchell left the dais at 9:30 p.m. Mayor Pro Tem Koch brought forward Item No. 22 for discussion.

Mayor Pro Tem Koch opened the public hearing at 9:30 p.m. With no one wishing to speak, Mayor Pro Tem Koch left the public hearing open at 9:30 p.m. Council Member Bradshaw left the dais at 9:31 p.m.

Mayor Pro Tem Koch moved to postpone to first voting meeting in August. Council Member Ellison seconded the motion. All votes aye; motion carried 5-0. Mayor Mitchell and Council Member Bradshaw were absent for the vote.

23. *(First Reading)* An ordinance of the City of Kyle, Texas, annexing 24.563 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Shelia Lynn Webb and Rebecca Ann Hadsell, Independent Co-Executors of the Estate of Janell Hadsell - ANNX-21-0009) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Public Hearing

Mayor Pro Tem Koch brought forward Item No. 23 for discussion. Mr. Koontz presented the item. Mayor Mitchell returned to the dais at 9:31 p.m.

Mayor Mitchell opened the public hearing at 9:32 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:32 p.m.

Council Member Bradshaw returned to the dais at 9:33 p.m.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas, annexing 24.563 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. Council Member Bradshaw seconded the motion. Motion carried 6-1 with Council Member Tobias dissenting.

24. *(First Reading)* An ordinance of the City of Kyle, Texas, annexing 120.458 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Kyle 120 LLC - ANNX-21-0010) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Public Hearing

Mayor Mitchell brought forward Item No. 24 for discussion. Mr. Koontz presented the item.

Mayor Mitchell opened the public hearing at 9:36 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:37 p.m.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas, annexing 120.458 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Ellison asked if this item and the previous item were at the request of the property owner. Mr. Koontz answered that is correct that these were voluntary annexations.

All votes aye; motion carried 7-0.

Mayor Mitchell asked whether there were any objections to item no. 24 being finally passed. Mr. Koontz stated the item is required to be read twice according to state process for voluntary annexation and that it must follow the schedule from the last time they voted on this. Mr. Koontz stated the item would be listed under consent at the next Council meeting.

25. *(First Reading)* An ordinance amending the Code of Ordinances of the City of Kyle, Texas; amending Chapter 41 ("Subdivisions"); Section 41-146 - Streetlights; Repealing conflicting provisions and determining that the meeting at which this ordinance as passed as open to the public as required by law. ~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Mitchell brought forward Item No. 25 for discussion. Mr. Koontz presented the item.

Council Member Rizo moved to approve an ordinance amending the Code of Ordinances of the City of Kyle, Texas; amending Chapter 41 ("Subdivisions"); Section 41-146 - Streetlights; Repealing conflicting provisions and determining that the meeting at which this ordinance was passed as open to the public as required by law. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

26. *(First Reading)* 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. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 26 for discussion. Mr. Barba presented the item.

Council Member Rizo moved to 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 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. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Tobias asked if we were able to work with the family in discussions. Mr. Barba acknowledged that they had been in contact with the family.

All votes aye; motion carried 7-0.

Mayor Mitchell asked whether there were any objections to Item Nos. 25 and 26 being finally passed. There were none.

27. *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending Article II to Include a Section 12-23 Roundabouts, Requiring Use of Roundabouts in Certain Intersections, Requiring Consideration of Roundabouts in Certain Intersections, Requiring Compliance with National Standards in the Construction of Roundabouts, Requiring Notice of Exclusions, Providing Severability, Effective Date, and Open Meetings Clauses; and Providing for Related Matters. ~ *Leon Barba, P.E., City Engineer*

- Public Hearing

Mayor Mitchell brought forward Item No. 27 for discussion. Mr. Barba presented the item.

Mayor Mitchell opened the public hearing at 9:57 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:57 p.m.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas, Amending Article II to Include a Section 12-23 Roundabouts, Requiring Use of Roundabouts in Certain Intersections, Requiring Consideration of Roundabouts in Certain Intersections, Requiring Compliance with National Standards in the Construction of Roundabouts, Requiring Notice of Exclusions, Providing Severability, Effective Date, and Open Meetings Clauses; and Providing for Related Matters. Council Member Bradshaw seconded the motion. Motion carried 6-1 with Council Member Tobias dissenting.

28. Discussion and possible action to establish an arts commission. ~ *Paul Phelan, Director of Library Services*

Mayor Mitchell brought forward Item No. 28 for discussion. Mr. Phelan presented the item. No action was taken.

29. Consideration of Juneteenth as a City Holiday as it relates to the Federal holiday. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 29 for discussion and gave the floor to Council Member Ellison. Mr. Sellers and Ms. Duran provided information regarding City Holidays.

Council Member Ellison moved to approve an additional holiday to be the same title as the federal holiday for the United States of America for Juneteenth here in the city of Kyle. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

30. *[Postponed 6/15/21]* Consider Approving Site-Specific Declaration of Covenants, Restrictions and Easements for the Heroes Memorial Tracts and Authorize the City Manager to Execute Documents Related to Closing on the Parcel. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item No. 30 for discussion. Ms. Saenz presented the item.

Mayor Mitchell moved to postpone until the next regularly scheduled meeting. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

VIII. 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.
 - Prairie Lakes MUD
 - CIEDAR
 - Bonded Indebtedness
 - LGI Sewer
 - Possible Creation of TIRZ
 - Federal Legislative Advocacy Services
 - City Lights and Kyle Marketplace Subdivision/Development
 - Bebee Road Development Agreement
 - Transportation Master Plan
 - Ordinance Adopting Extended Hours for Mixed Beverages
 - Sign Code
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 Valkyrie
 - Project Pacific Blue
 - Project Deep Golden
 - Project Tropical Green
 - Project Midnight Blue
 - Restaurant Incentive Program
 - Project Wild Blue

Council Member Flores-Cale 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: 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 Valkyrie; Project Pacific Blue; Project Deep Golden; Project Tropical Green; Project Midnight Blue; Restaurant Incentive Program; and Project Wild Blue.”

The City Council convened into executive session at 10:47 p.m.

32. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 12:02 a.m. on July 7, 2021. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IX. Adjourn

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

With no further business to discuss, the City Council adjourned at 12:02 a.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Texas Recovering Together Presentation

Meeting Date: 7/20/2021
Date time:7:00 PM

Subject/Recommendation: Presentation on Crisis Counseling Assistance and Training Program for Youth and Adolescents "Supporting Mental Well-Being During Covid-19" - Texas Recovering Together Team - Ms. Myla Peterson and Celyne Diaz. ~ *Michael Tobias, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Mental Health Support If you or someone you know is feeling overwhelmed we are here for you

Crisis Counseling Program (CCP) & Our Team

Presented by

Crisis Counselor
Myla Peterson

&

Crisis Counselor
Celyne Diaz



TEXANS
RECOVERING
TOGETHER

*CRISIS COUNSELING ASSISTANCE
AND TRAINING PROGRAM*

Sponsored by the local Mental Health Authority: Hill Country MHDD

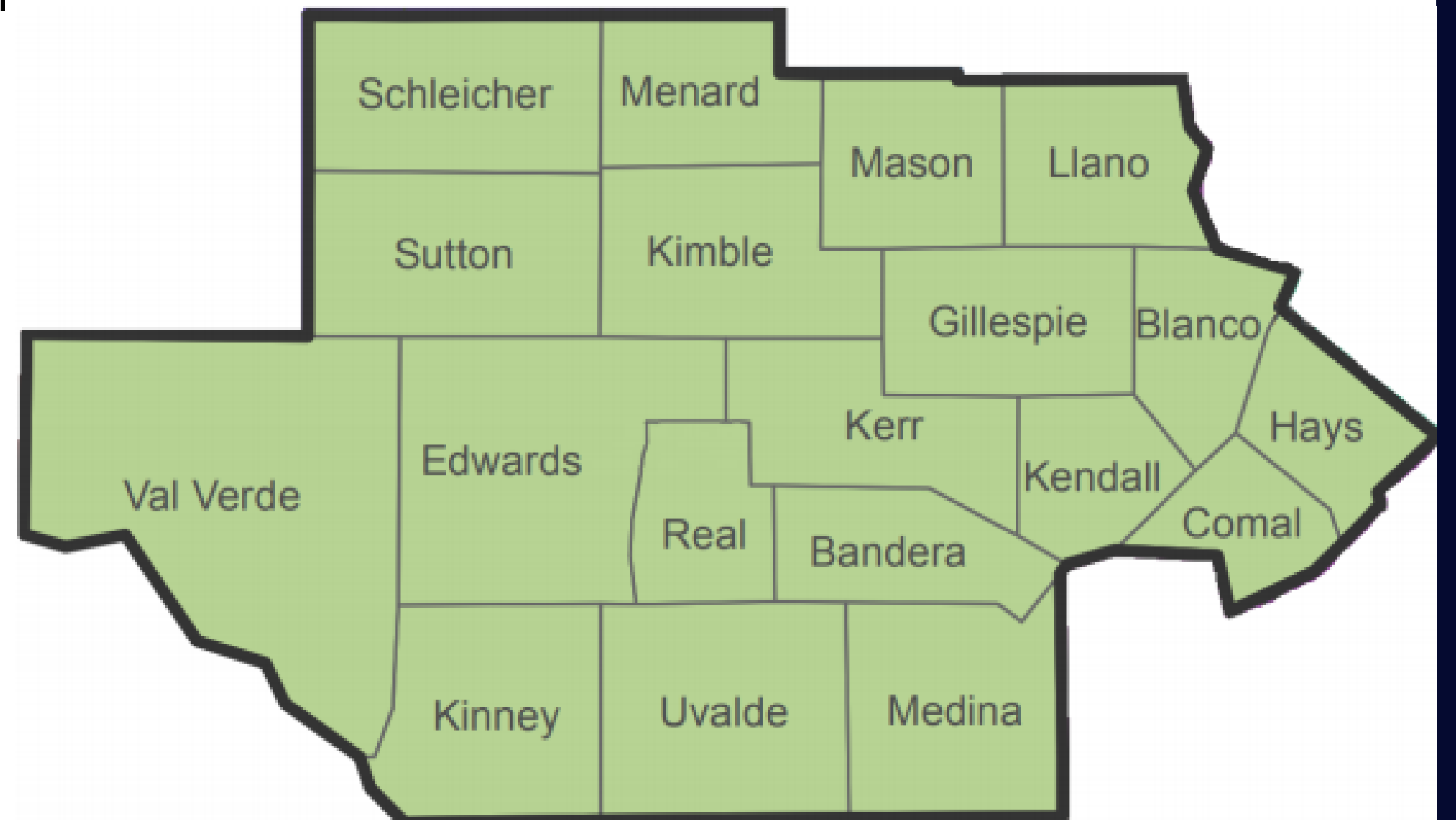
Item # 3

About Texans Recovering Together (TRT): Crisis Counseling Assistance & Training Program (CCP)

The CCP is a federally-funded program by the Federal Emergency Management Agency (FEMA). The FEMA grant allows the CCP to provide mental health assistance & training activities in counties included in a Presidential Disaster Declaration. Texans Recovering Together is the state CCP program. It is administered within the Disaster Behavioral Health Services branch of Human & Health Services (HHS). Our CCP Team, based in San Marcos, is dedicated in assisting individuals & communities across 19 counties in the Hill Country.

Our Sponsor & The Counties We Serve

Hill Country Mental Health & Developmental Disabilities Centers (Hill Country MHDD) is a non-profit entity formed September 1, 1997 through an inter-local agreement among 19 counties to provide community mental health & intellectual developmental disability services. Hill Country is designated as a Local Mental Health Authority (LMHA) by the Texas Health & Human Services Commission (HHSC).



*Counties: Bandera, Blanco, Comal, Edwards, Gillespie, Hays, Kendall, Kerr, Kimble, Kinney, Llano, Mason, Medina, Menard, Real, Schleicher, Sutton, Uvalde & Val Verde.

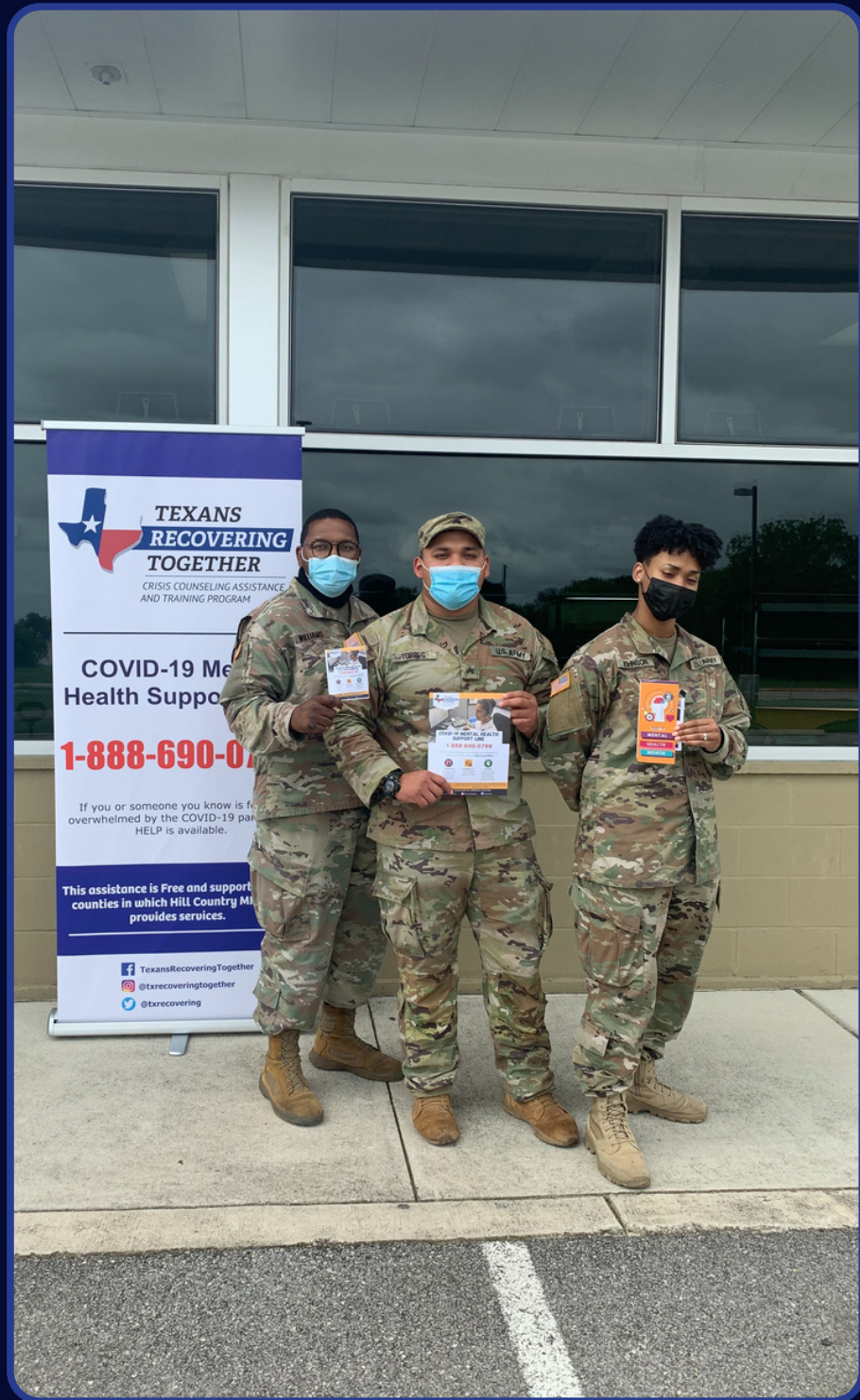
Who Do We Serve?



Those eligible for CCP services and resources, only have to be within our LMHA catchment area. If there is an organization or individual who is not within our counties of serve, we will still assist them with locating a CCP Team in their area. Or if no CCP Team available, we will provide a linkage to the services and resources needed. CCP Teams are here to help anyone affected by major events, like natural disasters and pandemics.



SERVED SO FAR:

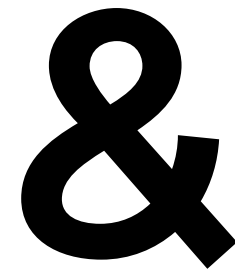




SERVED SO FAR:



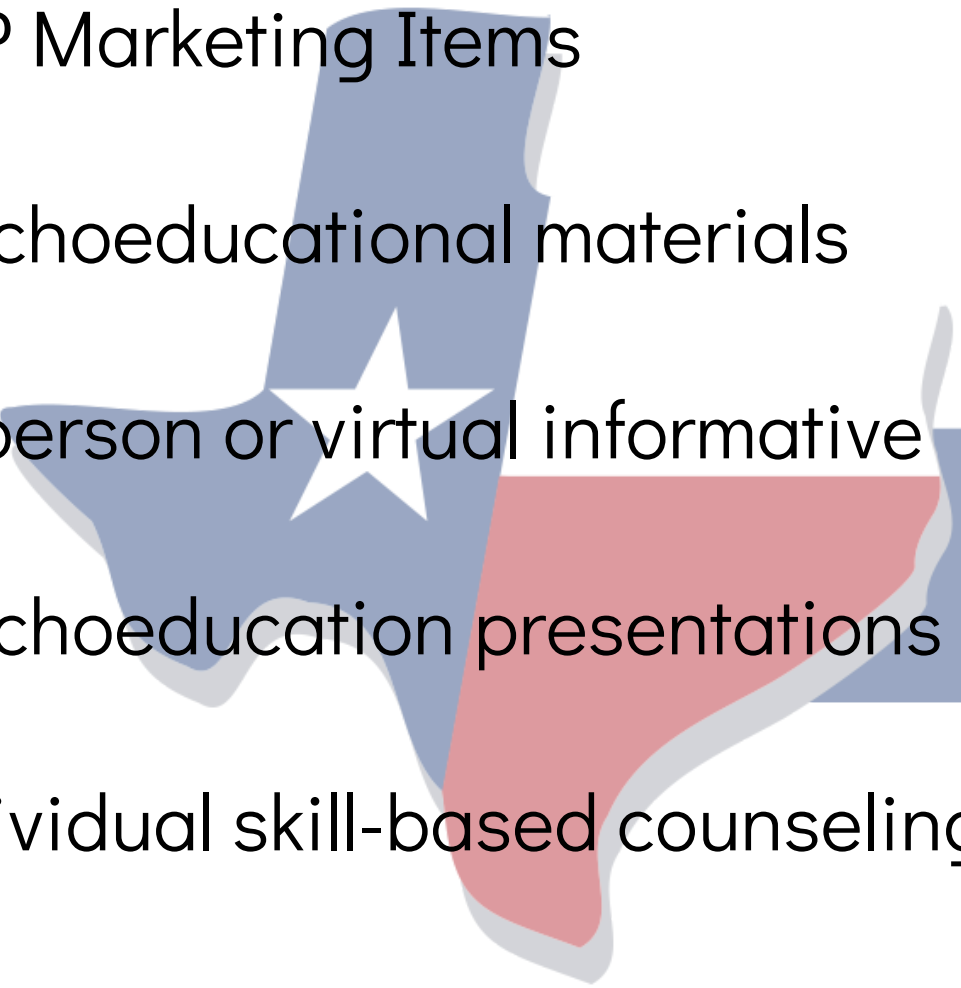
Services
Offered



Resources
Offered

- CCP Marketing Items
- Psychoeducational materials
- In-person or virtual informative psychoeducation presentations
- Individual skill-based counseling sessions
- Group skill-based counseling sessions

- Free Mental Health Support Line
AVAILABLE 24-7
1-888-690-0799
- Assistance, Referral & Linkage to Community resources



TEXANS
RECOVERING
TOGETHER

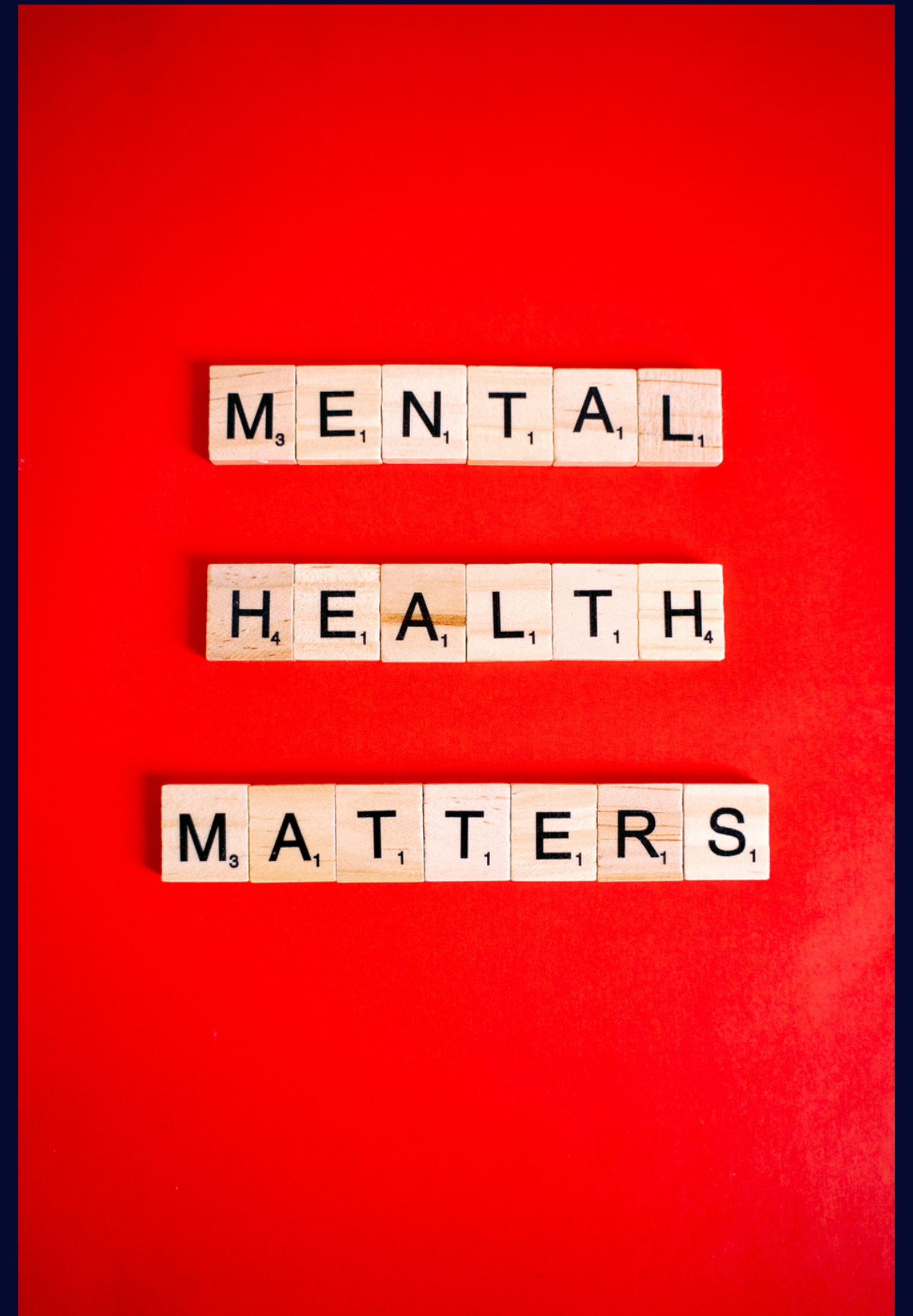
*CRISIS COUNSELING ASSISTANCE
AND TRAINING PROGRAM*

How to decide if you want services?

Ask one question.

Am I struggling with my mental health or do I know of someone or an organization who is, due to the COVID-19 Pandemic, to grief, to trauma, to lack of support or resources?

- If Yes, The CCP services that would be provided seeks to empower survivors by educating them about disaster reactions, teaching them coping skills, assessing them for individual needs and linking them to appropriate community resources to be better equipped in their recovery process.



To set up CCP Services, Please contact:

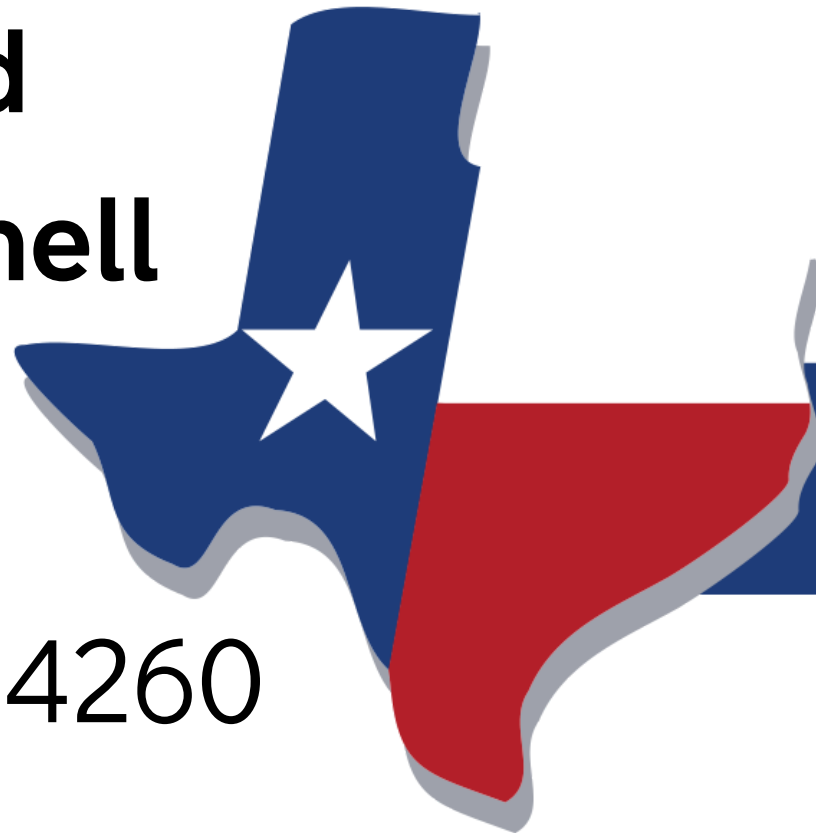
Team Lead
Lauren Mitchell

Call

PH# : (830) 777-4260

or Email

Email : lvasquez@hillcountry.org



TEXANS
RECOVERING
TOGETHER

*CRISIS COUNSELING ASSISTANCE
AND TRAINING PROGRAM*



COVID-19 MENTAL HEALTH SUPPORT LINE

1-888-690-0799

If you or someone you know is feeling overwhelmed by the COVID-19 Pandemic, **HELP** is available.



Free Service

This assistance is Free and supports all 19 counties in which Hill Country MHDDC provides services.



Available 24-7

Our team is available 24-7 to provide assistance and support.



Get Help

Speak with a mental health professional for help dealing with: anxiety, depression, stress, worry or grief related to COVID-19.

Hill Country MHDDC

Supporting the Communities of: Llano, Blanco, Hays, Comal, Medina, Uvalde, Kinney, Val Verde, Edwards, Real, Kendall, Bandera, Schleicher, Menard, Sullon, Kimble, Mason, Gillespie, and Kerr Counties.

Follow us on social media for additional resources.



TexansRecoveringTogether



@brcrecoveringtogether



@brcrecovering

Thank you!
We appreciate
you being here &
taking an interest
in our services!



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 7/20/2021

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

2021 Annual Service Plan Update & Approval - SW Kyle PID

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: Approve the 2021 Annual Service Plan update for the Southwest Kyle Public Improvement District (PID). ~ *Allison Snyder, P3Works, LLC, City's PID Administrator*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 Annual Service Plan Update



SOUTHWEST KYLE
PUBLIC IMPROVEMENT DISTRICT NO. 1
2021 ANNUAL SERVICE PLAN UPDATE

JULY 20, 2021

INTRODUCTION

Capitalized terms used in this 2021 Annual Service Plan Update shall have the meanings set forth in the 2019 Service and Assessment Plan (the “2019 SAP”) used for the issuance of PID Bonds.

On November 4, 2017, the City Council passed and approved Resolution No. 1083 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District.

On June 18, 2019, the City Council passed and approved Ordinance No. 1038 approving the 2019 SAP and authorizing the levy of Assessments on Improvement Area #1 Assessed Property. The 2019 SAP identifies the Authorized Improvements to be provided, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property for the costs of the Authorized Improvements. The City Council also adopted an Assessment Roll identifying the Assessments on each Lot, based on the method of assessment identified in the 2019 SAP.

On September 1, 2020, the City Council approved the 2020 Annual Service Plan Update by approving Resolution No. 1200. The 2020 Annual Service Plan Update updated the Assessment Roll for 2020.

Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

DEFINITIONS

“**Lot Type 1**” means a Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot.

“**Lot Type 2**” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot.

“**Lot Type 3**” means a Lot within Improvement Area #1 marketed to homebuilders as a 65’ Lot.

“**Non-Benefitted Property**” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

LISTED EVENTS

There have been Listed Events in the District.

- On June 28, 2019, David Weekley Homes sent a letter of Termination along with a contract-required executed Bills Paid Affidavit to Paramount Park, Ltd and Prosperity Title Company in Austin, Texas. Paramount Park Ltd is in the process of marketing and selling the 47 Lots David Weekley Homes had under contract to another builder.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat for Paramount Section One, consisting of 156 Residential Lots within Hays County, was recorded in the official public records of the County on September 14, 2020. 62 units are classified as Lot Type 1, 71 units are classified as Lot Type 2, 23 units are classified as Lot Type 3, and 8 Lots are Non-Benefitted Property. The final plat for Paramount Section One is attached as **Exhibit B**.

LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2021, there are currently 156 completed Lots. It is anticipated that Improvement Area #1 will be developed into 330 residential Lots. 120 lots are closed to Homebuilders and none are close to end users.

Homebuyer Disclosures are attached as **Exhibit C**.

OUTSTANDING ASSESSMENT

Improvement Area #1 has an outstanding Assessment of \$3,220,000.00¹.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$237,162.50.
- **Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$177,100.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in a Additional Interest Reserve amount due of \$16,100.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$31,927.20.

Improvement Area #1	
Due January 31, 2022	
Principal	\$ 85,000.00
Interest	\$ 152,162.50
Additional Interest	\$ 16,100.00
Annual Collection Costs	\$ 31,927.20
Total Annual Installment	\$ 285,189.70

See **Exhibit D** for the debt service schedule for the PID Bonds as shown in the official statement.

PREPAYMENT OF ASSESSMENTS IN FULL

No full prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments of Assessments have occurred within the District.

¹ Net of \$80,000 PID Bonds principal payment due September 1, 2021 which will be paid using the Annual Installment collected on January 31, 2021.

BOND FUND

P3Works has reviewed the following PID Bond accounts related to PID Bonds of the Southwest Kyle PID No. 1 as of March 31, 2021 and each account contains the amount shown below.

Bond Account	3/31/2021 Balance
PID Collection Account	\$ 2.40
Pledged Revenue Fund	\$ 175,789.91
Bond Fund	
Capitalized Interest Account	\$ -
Principal and Interest Account	\$ 0.36
Project Fund	
PID Improvements Account	\$ 1,162,286.44
Redemption Fund	\$ -
Reserve Fund	
Reserve Account	\$ 239,329.38
Additional Interest Reserve Account	\$ 16,502.49
Rebate Fund	\$ -
Administrative Fund	\$ 34,186.23

AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements remains at \$2,700,426.00 as shown on the table below. Improvement Area #1 Improvements and Major Improvements are still under construction.

	Improvement Area #1		
	Budget	Spent to Date ¹	% Complete
<i>Major Improvements</i>			
Offsite Sewer	\$ 246,852	\$ 375,700	152.20%
Roland Lane (Phase 1)	269,331	38,056	14.13%
Parking	55,353	27,087	48.94%
	<u>\$ 571,536</u>	<u>\$ 440,843</u>	<u>77.13%</u>
<i>Improvement Area #1 Improvements</i>			
Opal Lane	\$ 1,127,087	\$ 280,897	24.92%
Collector Street (Phase 1)	648,868	474,419	73.11%
Landscaping	352,936	19,018	5.39%
	<u>\$ 2,128,890</u>	<u>\$ 774,334</u>	<u>36.37%</u>
<i>Other Reimbursable Costs</i>			
Construction Management	\$ -	\$ 48,607	
Legal Fees	-	4,745	
PID Application Fee	-	25,000	
Expense Deposit for City	-	35,000	
Legal Expenses	-	68,901	
	<u>\$ -</u>	<u>\$ 182,253</u>	
Total	\$ 2,700,426	\$ 1,397,430	51.75%

Notes:

¹ As of Draw #20, dated 2/25/2021.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Annual Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ 85,000.00	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00	\$ 100,000.00
Interest		\$ 152,162.50	\$ 148,550.00	\$ 144,937.50	\$ 141,112.50	\$ 137,075.00
	(1)	\$ 237,162.50	\$ 233,550.00	\$ 234,937.50	\$ 236,112.50	\$ 237,075.00
Annual Collection Costs	(2)	\$ 31,927.20	\$ 32,565.74	\$ 33,217.06	\$ 33,881.40	\$ 34,559.03
Additional Interest Reserve	(3)	\$ 16,100.00	\$ 15,675.00	\$ 15,250.00	\$ 14,800.00	\$ 14,325.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 285,189.70	\$ 281,790.74	\$ 283,404.56	\$ 284,793.90	\$ 285,959.03

ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Lots shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBIT A – ASSESSMENT ROLL

Property ID [a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R173813	Open Space	\$ -	\$ -
R173814	Open Space	\$ -	\$ -
R173815	Lot Type 2	\$ 9,893.08	\$ 876.21
R173816	Lot Type 2	\$ 9,893.08	\$ 876.21
R173817	Lot Type 2	\$ 9,893.08	\$ 876.21
R173818	Lot Type 2	\$ 9,893.08	\$ 876.21
R173819	Lot Type 2	\$ 9,893.08	\$ 876.21
R173820	Lot Type 2	\$ 9,893.08	\$ 876.21
R173821	Lot Type 2	\$ 9,893.08	\$ 876.21
R173822	Lot Type 2	\$ 9,893.08	\$ 876.21
R173823	Lot Type 2	\$ 9,893.08	\$ 876.21
R173824	Lot Type 2	\$ 9,893.08	\$ 876.21
R173825	Lot Type 2	\$ 9,893.08	\$ 876.21
R173826	Lot Type 2	\$ 9,893.08	\$ 876.21
R173827	Lot Type 2	\$ 9,893.08	\$ 876.21
R173828	Lot Type 2	\$ 9,893.08	\$ 876.21
R173829	Lot Type 2	\$ 9,893.08	\$ 876.21
R173830	Lot Type 2	\$ 9,893.08	\$ 876.21
R173831	Lot Type 2	\$ 9,893.08	\$ 876.21
R173832	Lot Type 2	\$ 9,893.08	\$ 876.21
R173833	Lot Type 2	\$ 9,893.08	\$ 876.21
R173834	Lot Type 2	\$ 9,893.08	\$ 876.21
R173805	Lot Type 2	\$ 9,893.08	\$ 876.21
R173806	Lot Type 2	\$ 9,893.08	\$ 876.21
R173807	Lot Type 2	\$ 9,893.08	\$ 876.21
R173808	Lot Type 2	\$ 9,893.08	\$ 876.21
R173809	Lot Type 2	\$ 9,893.08	\$ 876.21
R173810	Lot Type 2	\$ 9,893.08	\$ 876.21
R173811	Lot Type 2	\$ 9,893.08	\$ 876.21
R173812	Lot Type 2	\$ 9,893.08	\$ 876.21
R173789	Lot Type 2	\$ 9,893.08	\$ 876.21
R173790	Lot Type 2	\$ 9,893.08	\$ 876.21
R173791	Lot Type 2	\$ 9,893.08	\$ 876.21
R173792	Lot Type 2	\$ 9,893.08	\$ 876.21
R173793	Lot Type 2	\$ 9,893.08	\$ 876.21
R173794	Lot Type 2	\$ 9,893.08	\$ 876.21
R173795	Lot Type 2	\$ 9,893.08	\$ 876.21
R173796	Lot Type 2	\$ 9,893.08	\$ 876.21
R173797	Lot Type 2	\$ 9,893.08	\$ 876.21
R173798	Lot Type 2	\$ 9,893.08	\$ 876.21

Property ID [a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R173799	Lot Type 2	\$ 9,893.08	\$ 876.21
R173800	Lot Type 2	\$ 9,893.08	\$ 876.21
R173801	Lot Type 2	\$ 9,893.08	\$ 876.21
R173802	Lot Type 2	\$ 9,893.08	\$ 876.21
R173803	Lot Type 2	\$ 9,893.08	\$ 876.21
R173804	Lot Type 2	\$ 9,893.08	\$ 876.21
R173768	Lot Type 1	\$ 8,094.33	\$ 716.90
R173769	Lot Type 1	\$ 8,094.33	\$ 716.90
R173770	Lot Type 1	\$ 8,094.33	\$ 716.90
R173771	Lot Type 1	\$ 8,094.33	\$ 716.90
R173772	Lot Type 1	\$ 8,094.33	\$ 716.90
R173773	Lot Type 1	\$ 8,094.33	\$ 716.90
R173774	Lot Type 1	\$ 8,094.33	\$ 716.90
R173775	Lot Type 1	\$ 8,094.33	\$ 716.90
R173776	Lot Type 1	\$ 8,094.33	\$ 716.90
R173777	Lot Type 1	\$ 8,094.33	\$ 716.90
R173778	Lot Type 1	\$ 8,094.33	\$ 716.90
R173779	Lot Type 1	\$ 8,094.33	\$ 716.90
R173780	Lot Type 1	\$ 8,094.33	\$ 716.90
R173781	Lot Type 1	\$ 8,094.33	\$ 716.90
R173782	Lot Type 1	\$ 8,094.33	\$ 716.90
R173783	Lot Type 1	\$ 8,094.33	\$ 716.90
R173784	Lot Type 1	\$ 8,094.33	\$ 716.90
R173785	Lot Type 1	\$ 8,094.33	\$ 716.90
R173786	Lot Type 1	\$ 8,094.33	\$ 716.90
R173787	Lot Type 1	\$ 8,094.33	\$ 716.90
R173788	Lot Type 1	\$ 8,094.33	\$ 716.90
R173742	Lot Type 1	\$ 8,094.33	\$ 716.90
R173743	Lot Type 1	\$ 8,094.33	\$ 716.90
R173744	Lot Type 1	\$ 8,094.33	\$ 716.90
R173745	Lot Type 1	\$ 8,094.33	\$ 716.90
R173746	Lot Type 1	\$ 8,094.33	\$ 716.90
R173747	Lot Type 1	\$ 8,094.33	\$ 716.90
R173748	Lot Type 1	\$ 8,094.33	\$ 716.90
R173749	Lot Type 1	\$ 8,094.33	\$ 716.90
R173750	Lot Type 1	\$ 8,094.33	\$ 716.90
R173751	Lot Type 1	\$ 8,094.33	\$ 716.90
R173752	Lot Type 1	\$ 8,094.33	\$ 716.90
R173753	Lot Type 1	\$ 8,094.33	\$ 716.90
R173754	Lot Type 1	\$ 8,094.33	\$ 716.90

Property ID [a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R173755	Lot Type 1	\$ 8,094.33	\$ 716.90
R173756	Lot Type 1	\$ 8,094.33	\$ 716.90
R173757	Lot Type 2	\$ 9,893.08	\$ 876.21
R173758	Lot Type 2	\$ 9,893.08	\$ 876.21
R173759	Lot Type 2	\$ 9,893.08	\$ 876.21
R173760	Lot Type 2	\$ 9,893.08	\$ 876.21
R173761	Lot Type 2	\$ 9,893.08	\$ 876.21
R173762	Lot Type 2	\$ 9,893.08	\$ 876.21
R173763	Lot Type 2	\$ 9,893.08	\$ 876.21
R173764	Lot Type 2	\$ 9,893.08	\$ 876.21
R173765	Lot Type 2	\$ 9,893.08	\$ 876.21
R173766	Lot Type 2	\$ 9,893.08	\$ 876.21
R173767	Lot Type 2	\$ 9,893.08	\$ 876.21
R173727	Lot Type 1	\$ 8,094.33	\$ 716.90
R173728	Lot Type 1	\$ 8,094.33	\$ 716.90
R173729	Lot Type 1	\$ 8,094.33	\$ 716.90
R173730	Lot Type 1	\$ 8,094.33	\$ 716.90
R173731	Lot Type 1	\$ 8,094.33	\$ 716.90
R173732	Lot Type 1	\$ 8,094.33	\$ 716.90
R173733	Lot Type 1	\$ 8,094.33	\$ 716.90
R173734	Lot Type 1	\$ 8,094.33	\$ 716.90
R173735	Lot Type 1	\$ 8,094.33	\$ 716.90
R173736	Lot Type 1	\$ 8,094.33	\$ 716.90
R173737	Lot Type 1	\$ 8,094.33	\$ 716.90
R173738	Lot Type 1	\$ 8,094.33	\$ 716.90
R173739	Lot Type 1	\$ 8,094.33	\$ 716.90
R173740	Lot Type 1	\$ 8,094.33	\$ 716.90
R173741	Lot Type 1	\$ 8,094.33	\$ 716.90
R173713	Open Space	\$ -	\$ -
R173714	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173715	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173716	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173717	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173718	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173719	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173720	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173721	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173722	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173723	Open Space	\$ -	\$ -
R173724	Lot Type 2	\$ 9,893.08	\$ 876.21

Property ID [a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R173725	Lot Type 2	\$ 9,893.08	\$ 876.21
R173726	Lot Type 2	\$ 9,893.08	\$ 876.21
R173712	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173700	Lot Type 1	\$ 8,094.33	\$ 716.90
R173701	Lot Type 1	\$ 8,094.33	\$ 716.90
R173702	Lot Type 1	\$ 8,094.33	\$ 716.90
R173703	Open Space	\$ -	\$ -
R173704	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173705	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173706	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173707	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173708	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173709	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173710	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173711	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173835	Lot Type 2	\$ 9,893.08	\$ 876.21
R173836	Lot Type 2	\$ 9,893.08	\$ 876.21
R173837	Lot Type 2	\$ 9,893.08	\$ 876.21
R173838	Lot Type 2	\$ 9,893.08	\$ 876.21
R173839	Lot Type 2	\$ 9,893.08	\$ 876.21
R173840	Lot Type 2	\$ 9,893.08	\$ 876.21
R173841	Lot Type 2	\$ 9,893.08	\$ 876.21
R173842	Lot Type 2	\$ 9,893.08	\$ 876.21
R173843	Lot Type 2	\$ 9,893.08	\$ 876.21
R173844	Lot Type 2	\$ 9,893.08	\$ 876.21
R173845	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173846	Open Space	\$ -	\$ -
R173847	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173848	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173849	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173850	Lot Type 3	\$ 11,330.27	\$ 1,003.50
R173851	Open Space	\$ -	\$ -
R173852	Lot Type 1	\$ 8,094.33	\$ 716.90
R173853	Lot Type 1	\$ 8,094.33	\$ 716.90
R173854	Lot Type 1	\$ 8,094.33	\$ 716.90
R173855	Lot Type 1	\$ 8,094.33	\$ 716.90
R173856	Lot Type 1	\$ 8,094.33	\$ 716.90
R173857	Lot Type 1	\$ 8,094.33	\$ 716.90
R173858	Lot Type 1	\$ 8,094.33	\$ 716.90
R173859	Lot Type 1	\$ 8,094.33	\$ 716.90

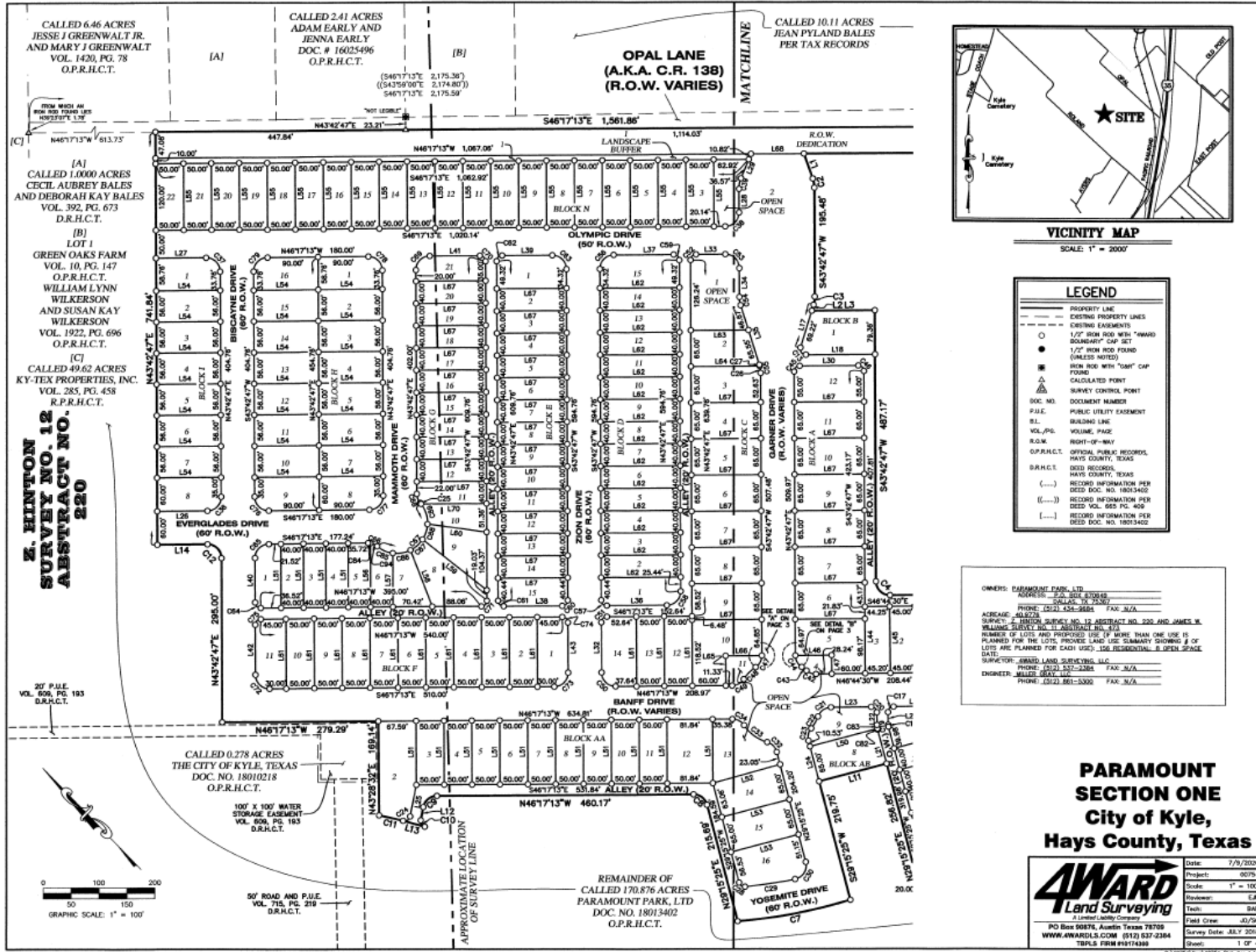
Property ID [a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R173860	Open Space	\$ -	\$ -
R173861	Lot Type 2	\$ 9,893.08	\$ 876.21
R173862	Lot Type 2	\$ 9,893.08	\$ 876.21
R173863	Lot Type 2	\$ 9,893.08	\$ 876.21
R18895	Unplatted [c]	\$ 351,029.34	\$ 31,090.05
R14786	Unplatted [c]	\$ 351,029.34	\$ 31,090.05
R18894	Unplatted [c]	\$ 351,029.34	\$ 31,090.05
R18896	Unplatted [c]	\$ 351,029.34	\$ 31,090.05
R18883	Unplatted [c]	\$ 351,029.34	\$ 31,090.05
R159862	Non-Benefitted	\$ -	\$ -
Total		\$ 3,220,000.00	\$ 285,189.70

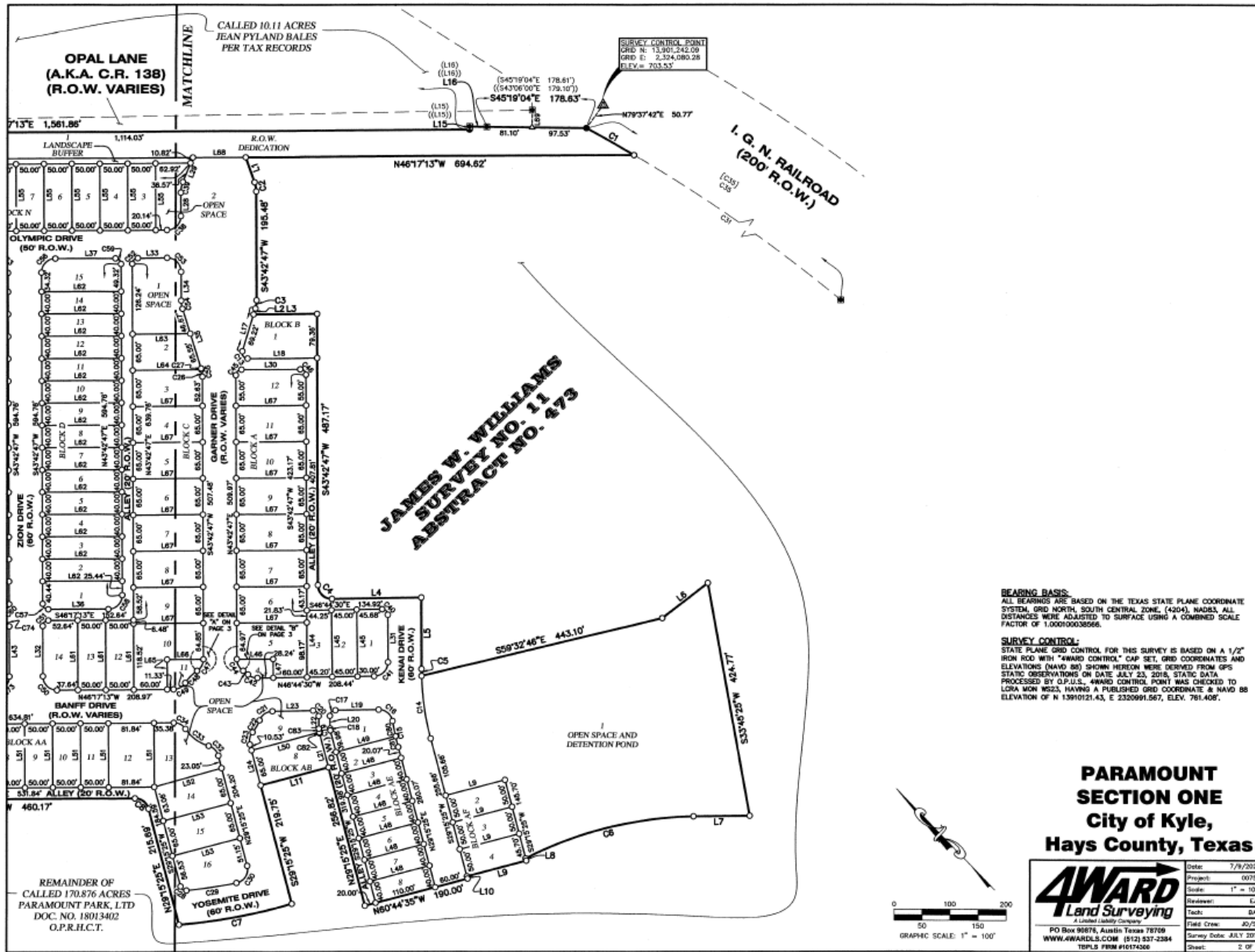
[a] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[b] The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.

[c] The Improvement Area #1 unplatted parcel consists of Tax IDs R18895, R14786, R18894, R18896, and R18883. Each of the five Tax IDs contained in the Improvement Area #1 unplatted parcel will be charged 20% of the Annual Installment due 1/31/2022.

EXHIBIT B – FINAL PLAT FOR PARAMOUNT SECTION 1





BEARING BASIS:
 ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4304). NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000100038566.

SURVEY CONTROL:
 STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET. GRID COORDINATES AND ELEVATIONS (NAVD 88) SHOWN HEREON WERE DERIVED FROM GPS STATION OBSERVATIONS ON DATE JULY 23, 2018. STATIC DATA PROCESSED BY G.P.U.S., 4WARD CONTROL POINT WAS CHECKED TO LORA MON W523, HAVING A PUBLISHED GRID COORDINATE & NAVD 88 ELEVATION OF N 13910121.43, E 2320991.567, ELEV. 781.405'.

PARAMOUNT SECTION ONE
City of Kyle,
Hays County, Texas

4WARD
 Land Surveying
 A Limited Liability Company

Date: 7/9/2020
 Project: 00754
 Scale: 1" = 100'
 Drawn: LAD
 Tech: BAP
 Field Date: 20/20
 Survey Date: JULY 2018
 Sheet: 2 OF 4

PO Box 98676, Austin Texas 78709
 WWW.4WARDLS.COM (512) 537-2384
 TEMPL #18174266

LINE #	DIRECTION	LENGTH
L1	S24°29'01"W	47.63
L2	S60°50'53"W	10.99
L3	S46°25'09"E	112.96
L4	S46°44'30"E	158.81
L5	S43°42'47"W	128.36
L6	S83°44'50"E	103.05
L7	N46°36'12"W	100.82
L8	S29°15'25"W	4.30
L9	N60°44'35"W	110.00
L10	S29°15'25"W	4.41
L11	N60°44'35"W	125.00
L12	S05°09'52"W	24.12
L13	N30°34'57"W	36.75
L14	N46°17'13"W	90.00
L15	N46°21'22"E	5.81
L16	S44°35'34"E	30.64
L17	S60°50'53"W	80.21
L18	S46°17'13"E	123.80
L19	N46°44'30"W	77.42
L20	S43°15'30"W	22.70
L21	N29°15'25"E	63.16
L22	N43°15'30"E	22.70
L23	N46°44'30"W	72.23
L24	S29°15'25"W	75.53

LINE #	DIRECTION	LENGTH
L25	N55°09'52"E	57.95
L26	S46°17'13"E	90.00
L27	N46°17'13"W	90.00
L28	N43°42'47"E	42.10
L29	N86°11'18"E	47.39
L30	S46°17'13"E	105.00
L31	S43°42'47"W	85.12
L32	N43°42'47"E	90.00
L33	S46°17'13"E	52.50
L34	S43°42'47"W	51.92
L35	S28°34'41"W	112.21
L36	S46°17'13"E	107.64
L37	N46°17'13"W	107.64
L38	N46°17'13"E	105.00
L39	S46°17'13"E	90.00
L40	N43°42'47"E	80.00
L41	S46°17'13"E	90.00
L42	S43°42'47"W	90.00
L43	N43°42'47"E	90.00
L44	N43°42'47"E	120.00
L45	S43°15'30"W	120.00
L46	S46°17'13"E	65.00
L47	S43°42'47"W	33.65
L48	N60°44'35"W	110.00

LINE #	DIRECTION	LENGTH
L49	N60°44'35"W	110.38
L50	N60°44'35"W	125.05
L51	N43°42'47"E	115.00
L52	N61°37'56"W	125.02
L53	S80°44'35"E	125.00
L54	S46°17'13"E	115.00
L55	S43°42'47"W	120.00
L56	S43°42'23"W	114.63
L57	N43°42'47"E	96.51
L58	S22°50'14"W	108.74
L59	N07°43'14"W	147.15
L60	S38°16'42"E	107.11
L61	N43°42'47"E	125.00
L62	S46°17'13"E	142.64
L63	N46°17'13"W	103.47
L64	S46°17'13"E	123.48
L65	N43°42'47"E	53.52
L66	S46°17'13"E	65.00
L67	S46°17'13"E	125.00
L68	S46°17'13"E	94.61
L69	S44°40'56"W	31.06
L70	N46°17'13"W	117.58

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	98.03	2,840.80	1°58'30"	S19°27'25"E	86.03
C2	16.78	50.00	191°34'05"	S34°05'54"W	16.70
C3	14.95	50.00	170°08'06"	S52°16'50"W	14.90
C4	39.47	25.00	90°27'18"	S01°30'52"E	35.50
C5	12.31	500.00	1°24'38"	S43°00'28"W	12.31
C6	312.38	885.00	26°07'43"	N60°04'07"W	309.68
C7	205.89	1,010.00	11°40'48"	N06°36'18"W	205.54
C8	32.96	25.00	75°32'38"	N03°30'54"W	30.63
C9	34.27	25.00	78°32'50"	N80°33'40"W	31.85
C10	14.78	10.00	84°43'58"	S12°49'31"W	13.47
C11	44.28	1,073.38	2°21'49"	N32°46'38"W	44.28
C12	39.27	25.00	90°00'00"	N01°17'13"W	35.36
C13	18.70	10.00	107°08'06"	S07°18'50"W	16.09
C14	113.84	500.00	13°02'44"	S38°46'47"W	113.60
C15	47.78	560.00	4°53'31"	N31°44'09"E	47.77
C16	35.29	25.00	80°53'17"	N06°17'52"W	32.44
C17	15.71	10.00	90°00'00"	S88°19'30"W	14.14
C18	3.67	15.00	14°00'04"	S36°19'32"W	3.66
C19	8.55	35.00	14°00'04"	N36°15'27"E	8.53
C20	15.71	10.00	90°00'00"	N01°44'30"W	14.14
C21	30.07	25.00	68°54'37"	N81°11'49"W	28.29
C22	24.82	75.00	18°57'30"	S73°49'38"W	24.70
C23	23.58	25.00	54°02'57"	S56°16'54"W	22.72
C24	16.27	10.00	93°16'14"	S78°12'56"E	14.54

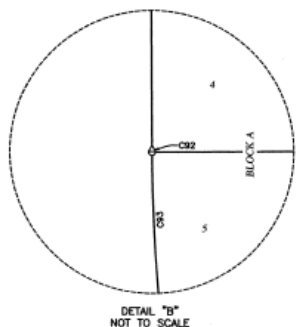
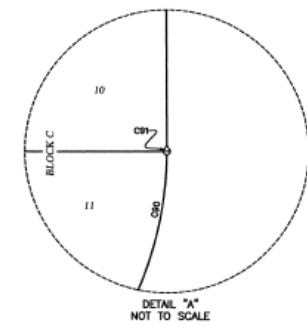
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C25	2.35	55.00	2°28'52"	N04°37'20"E	2.35
C26	12.50	50.00	14°19'21"	S38°33'07"W	12.47
C27	2.45	50.00	2°48'45"	S27°59'04"W	2.45
C28	14.15	10.00	81°07'35"	S11°18'22"E	13.04
C29	90.81	950.00	5°27'53"	S54°36'06"E	90.58
C30	40.76	25.00	63°24'32"	N75°57'41"E	36.38
C31	1,315.69	2,840.80	28°32'10"	S02°12'01"E	1,303.96
C32	25.81	25.00	58°08'31"	N00°18'50"W	24.68
C33	52.58	75.00	40°09'59"	N09°48'07"W	51.51
C34	24.68	25.00	56°34'06"	N18°06'10"W	23.69
C35	1,413.72	2,840.80	28°30'48"	S03°11'20"E	1,399.18
C36	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C37	39.27	25.00	90°00'00"	N01°17'13"W	35.36
C38	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C39	19.81	50.00	22°28'31"	N54°57'03"E	19.49
C40	15.79	10.00	90°27'18"	S01°30'52"E	14.20
C41	39.07	25.00	89°32'42"	S88°29'08"W	35.21
C42	18.44	25.00	42°15'14"	N25°36'53"W	18.02
C43	10.96	75.00	8°22'13"	N08°40'22"W	10.85
C44	24.68	25.00	56°34'16"	N15°25'39"E	23.69
C45	15.71	10.00	90°00'00"	N88°42'47"E	14.14
C46	15.71	10.00	90°00'00"	S01°17'13"E	14.14
C47	24.74	25.00	56°41'41"	S72°03'38"W	23.74
C48	30.62	75.00	23°23'33"	S88°42'42"W	30.41

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C49	24.74	25.00	56°41'52"	N74°38'08"W	23.74
C50	39.27	25.00	90°00'00"	N01°17'13"W	35.36
C51	15.71	10.00	90°00'00"	N88°42'47"E	14.14
C52	15.71	10.00	90°00'00"	N88°42'47"E	14.14
C53	39.27	25.00	90°00'00"	S01°17'13"E	35.36
C54	14.95	50.00	170°08'06"	S35°08'44"W	14.90
C55	14.95	50.00	170°08'06"	S35°08'44"W	14.90
C56	39.27	25.00	90°00'00"	S88°42'47"W	35.36
C57	15.71	10.00	90°00'00"	S01°17'13"E	14.14
C58	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C59	15.71	10.00	90°00'00"	N01°17'13"W	14.14
C60	15.71	10.00	90°00'00"	S88°42'47"W	14.14
C61	15.71	10.00	90°00'00"	N01°17'13"W	14.14
C62	15.71	10.00	90°00'00"	N88°42'47"E	14.14
C63	39.27	25.00	90°00'00"	S01°17'13"E	35.36
C64	15.71	10.00	90°00'00"	N01°17'13"W	14.14
C65	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C66	17.59	25.00	40°18'54"	N23°33'21"E	17.23
C67	163.79	55.00	17°03'47"	N88°42'47"E	169.63
C68	17.59	25.00	40°18'54"	N23°33'21"E	17.23
C69	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C70	15.71	10.00	90°00'00"	S01°17'13"E	14.14
C71	15.71	10.00	90°00'00"	S88°42'47"W	14.14
C72	39.27	25.00	90°00'00"	S01°17'13"E	35.36

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C73	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C74	15.71	10.00	90°00'00"	N01°17'13"W	14.14
C75	15.71	10.00	90°00'00"	S88°42'47"W	14.14
C76	39.27	25.00	90°00'00"	S01°17'13"E	35.36
C77	39.27	25.00	90°00'00"	N88°42'47"E	35.36
C78	39.27	25.00	90°00'00"	N01°17'13"W	35.36
C79	39.27	25.00	90°00'00"	S88°42'47"W	35.36
C80	27.86	560.00	2°51'00"	S32°43'16"W	27.85
C81	19.93	560.00	2°02'21"	S30°16'38"W	19.93
C82	1.84	35.00	3°01'00"	N30°45'55"E	1.84
C83	6.71	35.00	10°58'04"	N37°45'57"E	6.70
C84	4.28	25.00	9°49'28"	S41°22'46"E	4.28
C85	31.19	35.00	32°29'44"	S22°13'11"E	30.78
C86	32.55	55.00	33°54'40"	S55°25'23"E	32.08
C87	29.33	55.00	30°33'28"	S87°39'28"E	28.99
C88	29.33	55.00	30°33'28"	N61°47'05"E	28.99
C89	39.03	55.00	40°38'35"	N26°10'33"E	38.22
C90	24.58	25.00	56°20'34"	S72°14'12"W	23.61
C91	0.15	25.00	0°21'07"	N43°53'21"E	0.15
C92	0.03	25.00	0°04'48"	N43°40'24"E	0.03
C93	24.65	25.00	56°29'28"	N15°23'18"E	23.66
C94	13.31	25.00	30°28'46"	S21°15'14"E	13.15

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C35)	1,413.58	2,840.80	28°30'33"	S03°11'20"E	1,399.04

LINE #	DIRECTION	LENGTH
(L15)	N46°01'00"E	5.80
(L16)	S42°05'00"E	30.90
(L19)	N43°47'56"E	5.78
(L18)	S44°18'04"E	30.81



**PARAMOUNT
SECTION ONE**
City of Kyle,
Hays County, Texas

4WARD
Land Surveying
A Limited Liability Company

PO Box 9576, Austin Texas 78766
WWW.4WARDLS.COM (512) 537-2384
TSPS FROM 01/17/2000

Date: 7/9/2020
Project: 00754
Scale: 1" = 100'
Reviewer: C.B.
Tech: BAP
Field Crew: JO/JO
Survey Date: JULY 2018
Sheet: 3 OF 4
P:\00754\00754_001-001.dwg

STATE OF TEXAS §
COUNTY OF KYLE §
KNOW ALL MEN BY THESE PRESENTS, THAT PARAMOUNT PARK, LTD., ACTING BY AND THROUGH INTERMADCO, GP, LLC, OWNER OF 40.9776 ACRES (1,784,985 SQUARE FEET) OUT OF THE 2, 4 HUNTON SURVEY NO. 12, ABSTRACT NO. 220 AND THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 472 IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 170.876 ACRE TRACT CONVEYED BY DEED IN DOCUMENT NO. 1802402 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE THIS PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND TO HEREBY AGREE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON, AND TO HEREBY DECIDE TO

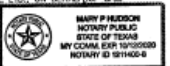
PARAMOUNT SECTION ONE

IN WITNESS WHEREOF, THE SAID PARAMOUNT PARK, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED BY MARIANNE PLANCHE, REPRESENTATIVE, AND THEREUNTO DULY AUTHORIZED:

MARIANNE PLANCHE, LTD.
BY: INTERMADCO, GP, LLC
ITS GENERAL PARTNER
MARIANNE PLANCHE, MANAGER
P.O. BOX 87649
DALLAS, TX 75287

STATE OF TEXAS §
COUNTY OF KYLE §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON THIS 7th DAY OF July A.D., 2020, BY MARIANNE PLANCHE, REPRESENTATIVE OF PARAMOUNT PARK, LTD., ON BEHALF OF SAID CORPORATION.

Marianne Planche
NOTARY PUBLIC STATE OF TEXAS



- GENERAL NOTES:**
- THE LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF KYLE WATER AND WASTEWATER SYSTEM.
 - WATER AND WASTEWATER SYSTEMS, INCLUDING METERS, SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF KYLE STANDARDS, PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF KYLE UTILITY DEPARTMENT FOR REVIEW.
 - ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO THE CITY OF KYLE STANDARDS.
 - NO BUILDING, FENCES, LANDSCAPING OR OTHER SUCH STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE.
 - PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PREVENT ACCESS BY GOVERNMENTAL AGENCY.
 - ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS. OBSTRUCTIONS IN DRAINAGE EASEMENTS IS PROHIBITED.
 - SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCES.
 - THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION, REPLACING AND/OR DEDICATION OF EASEMENTS BY SEPARATE INSTRUMENT MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
 - THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, VEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
 - ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT. ELECTRIC SERVICE TO EACH LOT SHALL BE UNDERGROUND.
 - THE SUBDIVISION IS SERVED BY THE FOLLOWING UTILITIES:
WATER: CITY OF KYLE
WASTEWATER: CITY OF KYLE
ELECTRIC: FERGUSON'S ELECTRIC COMPANY
TELEPHONE: VERIZON
GAS: CENTER POINT GAS
 - ALL LOTS CONTAINED IN THIS SUBDIVISION AND USERS THEREOF, SHALL HAVE RECIPROCAL ACCESS FOR INGRESS AND EGRESS THROUGH ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS.
 - PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
 - A 15 FOOT PUE IS DEDICATED ADJACENT TO THE FRONT OF ALL LOTS, A 10 FOOT PUE IS DEDICATED ALONG SIDE LINES ADJACENT TO STREET RIGHTS OF WAY, A 5 FOOT PUE IS DEDICATED ALONG EACH SIDE LOT LINE AND SIDE LOT LINES ADJACENT TO AN ALLEY, AND A 10 FOOT PUE IS DEDICATED ADJACENT TO ALL REAR LOT LINES.
 - REPAIRS TO SURFACE PAVING DUE TO MAINTENANCE AND/OR REPAIR OF CITY UTILITIES WITHIN PUBLIC UTILITY EASEMENTS INTERIOR TO LOTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
 - THIS ENTIRE SUBDIVISION IS LOCATED WITHIN THE BLANCO RIVER WATERSHED.
 - TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS, DEDICATION POINTS AND TRAILWAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS/AND OR PROPERTY OWNERS ASSOCIATIONS.
 - SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER AMENITIES TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTRIES.
 - SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF THE FOLLOWING STREETS: EVERGLADES DRIVE, OLYMPIC DRIVE, BISCAYNE DRIVE, MAMMOTH DRIVE, ZION DRIVE, BANFF DRIVE, YOSEMITE DRIVE, KENAI DRIVE AND SHARER DRIVE.
 - BLOCK A, LOT 4, BLOCK C, LOTS 1 AND 11, BLOCK H, LOTS 1 AND 2, BLOCK M, LOT 13, BLOCK N, LOT 5, AND BLOCK Q, LOT 1 ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE PARAMOUNT ASSOCIATION OF HOMEOWNERS.

LEGAL DESCRIPTION

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.9776 ACRES (1,784,985 SQUARE FEET) OUT OF THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473 AND THE 2, 4 HUNTON SURVEY NO. 12, ABSTRACT NO. 220 IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 170.876 ACRE TRACT OF LAND CONVEYED TO PARAMOUNT PARK, LTD. IN DOCUMENT NO. 1802402 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 40.9776 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE I. G. N. RAILROAD (200' RIGHT-OF-WAY) AND THE SOUTH RIGHT-OF-WAY LINE OF OPAL LAKE (COUNTY ROAD 136 - RIGHT-OF-WAY VARIES), BEING THE NORTHEAST CORNER OF SAID PARAMOUNT PARK TRACT, AND BEING THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, WITH THE WEST RIGHT-OF-WAY LINE OF SAID I. G. N. RAILROAD AND THE EAST LINE OF SAID PARAMOUNT PARK TRACT, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 2,840.80 FEET, WHOSE ARC LENGTH IS 28.33 FEET AND WHOSE CHORD BEARS S30°57'25"W, A DISTANCE OF 28.03 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF, FROM WHICH AN IRON ROD WITH 1/2" x 1/2" CAP BEARING FOR AN ANGLE POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID I. G. N. RAILROAD AND THE EAST LINE OF SAID PARAMOUNT PARK TRACT BEARS, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 2,840.80 FEET, WHOSE ARC LENGTH IS 1,315.69 FEET AND WHOSE CHORD BEARS S02°12'01"E, A DISTANCE OF 1,303.96 FEET;

THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID I. G. N. RAILROAD, OVER AND ACROSS SAID PARAMOUNT PARK TRACT THE FOLLOWING THIRTY-THREE (33) COURSES AND DISTANCES:

- 1) N46°17'13"W, A DISTANCE OF 694.62 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 2) S24°25'09"E, A DISTANCE OF 42.63 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 16.78 FEET AND WHOSE CHORD BEARS S30°57'25"W, A DISTANCE OF 16.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 4) S42°42'47"W, A DISTANCE OF 156.49 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 5) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 14.95 FEET AND WHOSE CHORD BEARS S27°57'50"W, A DISTANCE OF 14.90 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 6) S60°52'53"W, A DISTANCE OF 10.99 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 7) S42°25'09"E, A DISTANCE OF 112.26 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 8) S42°42'47"W, A DISTANCE OF 487.77 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 9) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 38.47 FEET AND WHOSE CHORD BEARS S07°30'02"E, A DISTANCE OF 35.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 10) S42°42'47"W, A DISTANCE OF 150.89 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 11) S42°42'47"W, A DISTANCE OF 128.38 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 12) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 12.35 FEET AND WHOSE CHORD BEARS S43°00'28"W, A DISTANCE OF 12.31 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 13) S29°32'45"E, A DISTANCE OF 44.31 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 14) S42°42'47"W, A DISTANCE OF 103.25 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 15) S32°45'25"W, A DISTANCE OF 424.77 FEET TO A CALCULATED POINT FOR AN ANGLE POINT AND THE SOUTHWEST CORNER HEREOF;
- 16) N46°38'12"W, A DISTANCE OF 106.82 FEET TO A CALCULATED POINT FOR A NON-TANGENT POINT OF CURVATURE HEREOF;
- 17) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 485.00 FEET, WHOSE ARC LENGTH IS 312.38 FEET AND WHOSE CHORD BEARS N00°40'07"W, A DISTANCE OF 308.68 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 18) S29°15'25"W, A DISTANCE OF 4.30 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 19) N62°44'35"W, A DISTANCE OF 110.00 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 20) S29°15'25"W, A DISTANCE OF 4.41 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 21) N62°44'35"W, A DISTANCE OF 180.00 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 22) N29°15'25"E, A DISTANCE OF 256.82 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 23) N62°44'35"W, A DISTANCE OF 125.00 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 24) S29°15'25"W, A DISTANCE OF 25.75 FEET TO A CALCULATED POINT FOR A NON-TANGENT POINT OF CURVATURE HEREOF;
- 25) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1,010.00 FEET, WHOSE ARC LENGTH IS 202.89 FEET AND WHOSE CHORD BEARS N02°26'18"W, A DISTANCE OF 202.54 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 26) N32°15'25"E, A DISTANCE OF 218.60 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 27) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 32.36 FEET AND WHOSE CHORD BEARS N28°58'54"W, A DISTANCE OF 30.63 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 28) N46°17'13"W, A DISTANCE OF 460.17 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 29) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 34.27 FEET AND WHOSE CHORD BEARS N28°58'54"W, A DISTANCE OF 31.88 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 30) S53°08'32"W, A DISTANCE OF 24.12 FEET TO A CALCULATED POINT FOR A NON-TANGENT POINT OF CURVATURE HEREOF;
- 31) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 14.78 FEET AND WHOSE CHORD BEARS S12°48'21"W, A DISTANCE OF 13.47 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 32) N30°34'57"W, A DISTANCE OF 38.75 FEET TO A CALCULATED POINT FOR A NON-TANGENT POINT OF CURVATURE HEREOF;
- 33) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 1,073.38 FEET, WHOSE ARC LENGTH IS 44.28 FEET AND WHOSE CHORD BEARS N32°48'40"W, A DISTANCE OF 44.28 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;

THENCE, CONTINUING OVER AND ACROSS SAID PARAMOUNT TRACT, IN PART WITH THE EAST AND NORTH LINE OF A CALLED 0.278 ACRE TRACT CONVEYED TO THE CITY OF KYLE, TEXAS IN DOCUMENT NO. 18020218 OF THE (O.P.R.H.C.T.) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) N43°28'32"E, A DISTANCE OF 189.14 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 2) N46°17'13"W, A DISTANCE OF 279.29 FEET TO A CALCULATED POINT FOR AN ANGLE POINT AND THE SOUTHWEST CORNER HEREOF;

THENCE, CONTINUING OVER AND ACROSS SAID PARAMOUNT TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) N42°42'47"E, A DISTANCE OF 296.00 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 38.27 FEET AND WHOSE CHORD BEARS N01°17'13"W, A DISTANCE OF 35.36 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 3) N49°17'13"W, A DISTANCE OF 90.00 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 4) N42°42'47"E, A DISTANCE OF 741.84 FEET TO A CALCULATED POINT FOR AN ANGLE POINT AND THE NORTHEAST CORNER HEREOF, BEING IN THE SOUTH RIGHT-OF-WAY LINE OF SAID OPAL LAKE, AND BEING IN THE NORTH LINE OF SAID PARAMOUNT TRACT, FROM WHICH A CALCULATED POINT (FROM WHICH A 1/2"-DIAM IRON ROD FOUND BEARS N39°23'07"E, A DISTANCE OF 1.78 FEET FOR THE NORTHEAST CORNER HEREOF), BEING IN THE EAST LINE OF A CALLED 49.62 ACRE TRACT OF LAND CONVEYED TO KY-TEX PROPERTIES, INC. IN VOLUME 285, PAGE 458 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS (R.P.R.H.C.T.) BEARS, N49°17'13"W, A DISTANCE OF 813.73 FEET;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID OPAL LAKE, AND THE NORTH LINE OF SAID PARAMOUNT TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) S46°17'13"E, A DISTANCE OF 1,581.86 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 2) N42°01'22"E, A DISTANCE OF 5.81 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 3) S42°01'22"E, A DISTANCE OF 30.64 FEET TO A CALCULATED POINT FOR AN ANGLE POINT HEREOF;
- 4) S45°19'04"E, A DISTANCE OF 178.63 FEET TO THE POINT OF BEGINNING HEREOF, AND CONTAINING 40.9776 ACRES (1,784,985 SQUARE FEET) MORE OR LESS.

PLANNING AND ZONING COMMISSION CERTIFICATION:
THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING & ZONING COMMISSION.
DATED, THIS 12 DAY OF FEBRUARY, 2019 A.D.
Michelle Christie
CHAIRPERSON DATE


REVIEWED BY:
Tim Well
DIRECTOR OF PUBLIC WORKS 8-18-20
DATE

REVIEWED BY:
Jason Buda
CITY ENGINEER 8/17/20
DATE

STATE OF TEXAS §
COUNTY OF HAYS §
I, Elaime H. Cardenas, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF September AT 3:30 O'CLOCK P.M. AND DULY RECORDED ON THE 14th DAY OF September, 2020 A.D. AT 3:40 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOC. NO. 180410127.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 14th DAY OF September, 2020 A.D.


Elaime H. Cardenas by *Justi Kathryn Roberts*
HAYS COUNTY, TEXAS COUNTY CLERK



ENGINEER'S CERTIFICATE:
I, SAMUEL C. SHORTER, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT, NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 15 ANNUAL CHANGE FLOODPLAIN AS DEFINED BY FEMA FIRM PLAN 482090385F DATED SEPTEMBER 2, 2005.

Samuel C. Shorter
7/9/2020
DATE


SAMUEL C. SHORTER, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 102393
MILLER GRAY, LLC
7320 N. WOPAC EXPRESSWAY
SUITE 203
AUSTIN, TEXAS 78731



SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN. THIS PLAT COMPLIES WITH ORDINANCE #439 OF THE CITY CODE OF KYLE.

Steven M. Quarte
7/9/20
DATE

STEVEN M. QUARTE, R.P.S.,
TEXAS REGISTERED PROFESSIONAL SURVEYOR NO. 35120
4940D LAND SURVEYING
2201 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78745



**PARAMOUNT SECTION ONE
City of Kyle,
Hays County, Texas**

AWARD
Land Surveying

Date: 9/30/2019
Project: 00754
Scale: 1" = 100'
Reviewer: E.H.
Text: S.A.P.
Paid Crew: 20/20
Survey Date: JULY 2019
Project: 180410127
Sheet: 4 OF 4

PO Box 6676, Austin Texas 78709
WWW.AWARDLS.COM (512) 537-2334
TERRILL FARM BROTHERS

EXHIBIT C – HOMEBUYER’S DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3

[Remainder of page left intentionally blank.]

SOUTHWEST KYLE PID NO. 1 – LOT TYPE 1 HOMEBUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL LOT TYPE 1 ASSESSMENT: \$8,094.33

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”), undertaken for the benefit of the property within “**Southwest Kyle Public Improvement District No. 1**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL AMOUNT OF THE LOT TYPE 1 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$8,094.33, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Kyle.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

IMPROVEMENT AREA #1, LOT TYPE 1 ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Installment
1/31/2022	\$ 213.67	\$ 382.50	\$ 80.26	\$ 40.47	\$ 716.90
1/31/2023	\$ 213.67	\$ 373.42	\$ 81.86	\$ 39.40	\$ 708.36
1/31/2024	\$ 226.24	\$ 364.34	\$ 83.50	\$ 38.33	\$ 712.41
1/31/2025	\$ 238.81	\$ 354.72	\$ 85.17	\$ 37.20	\$ 715.91
1/31/2026	\$ 251.38	\$ 344.57	\$ 86.87	\$ 36.01	\$ 718.83
1/31/2027	\$ 251.38	\$ 333.89	\$ 88.61	\$ 34.75	\$ 708.63
1/31/2028	\$ 263.95	\$ 323.21	\$ 90.38	\$ 33.50	\$ 711.03
1/31/2029	\$ 276.51	\$ 311.99	\$ 92.19	\$ 32.18	\$ 712.87
1/31/2030	\$ 289.08	\$ 300.24	\$ 94.03	\$ 30.79	\$ 714.15
1/31/2031	\$ 301.65	\$ 286.15	\$ 95.92	\$ 29.35	\$ 713.06
1/31/2032	\$ 314.22	\$ 271.44	\$ 97.83	\$ 27.84	\$ 711.33
1/31/2033	\$ 326.79	\$ 256.12	\$ 99.79	\$ 26.27	\$ 708.97
1/31/2034	\$ 351.93	\$ 240.19	\$ 101.79	\$ 24.63	\$ 718.54
1/31/2035	\$ 364.50	\$ 223.03	\$ 103.82	\$ 22.88	\$ 714.23
1/31/2036	\$ 377.07	\$ 205.26	\$ 105.90	\$ 21.05	\$ 709.28
1/31/2037	\$ 402.20	\$ 186.88	\$ 108.02	\$ 19.17	\$ 716.27
1/31/2038	\$ 414.77	\$ 167.28	\$ 110.18	\$ 17.16	\$ 709.38
1/31/2039	\$ 439.91	\$ 147.06	\$ 112.38	\$ 15.08	\$ 714.43
1/31/2040	\$ 465.05	\$ 125.61	\$ 114.63	\$ 12.88	\$ 718.17
1/31/2041	\$ 490.18	\$ 102.94	\$ 116.92	\$ 10.56	\$ 720.60
1/31/2042	\$ 515.32	\$ 79.04	\$ 119.26	\$ 8.11	\$ 721.73
1/31/2043	\$ 540.46	\$ 53.92	\$ 121.64	\$ 5.53	\$ 721.55
1/31/2044	\$ 565.60	\$ 27.57	\$ 124.08	\$ 2.83	\$ 720.08
Total	\$ 8,094.33	\$ 5,461.38	\$ 2,315.03	\$ 565.97	\$ 16,436.72

[a] Interest is calculated at a 5.5% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOUTHWEST KYLE PID NO. 1 – LOT TYPE 2 HOMEBUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL LOT TYPE 2 ASSESSMENT: \$9,893.08

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**"), undertaken for the benefit of the property within "**Southwest Kyle Public Improvement District No. 1**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL AMOUNT OF THE LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$9,893.08, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Kyle.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

IMPROVEMENT AREA #1, LOT TYPE 2 ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Installment
1/31/2022	\$ 261.15	\$ 467.50	\$ 98.09	\$ 49.47	\$ 876.21
1/31/2023	\$ 261.15	\$ 456.40	\$ 100.05	\$ 48.16	\$ 865.77
1/31/2024	\$ 276.51	\$ 445.30	\$ 102.06	\$ 46.85	\$ 870.73
1/31/2025	\$ 291.88	\$ 433.55	\$ 104.10	\$ 45.47	\$ 875.00
1/31/2026	\$ 307.24	\$ 421.15	\$ 106.18	\$ 44.01	\$ 878.58
1/31/2027	\$ 307.24	\$ 408.09	\$ 108.30	\$ 42.48	\$ 866.11
1/31/2028	\$ 322.60	\$ 395.03	\$ 110.47	\$ 40.94	\$ 869.04
1/31/2029	\$ 337.96	\$ 381.32	\$ 112.68	\$ 39.33	\$ 871.29
1/31/2030	\$ 353.32	\$ 366.96	\$ 114.93	\$ 37.64	\$ 872.85
1/31/2031	\$ 368.69	\$ 349.73	\$ 117.23	\$ 35.87	\$ 871.52
1/31/2032	\$ 384.05	\$ 331.76	\$ 119.57	\$ 34.03	\$ 869.41
1/31/2033	\$ 399.41	\$ 313.04	\$ 121.97	\$ 32.11	\$ 866.52
1/31/2034	\$ 430.13	\$ 293.57	\$ 124.41	\$ 30.11	\$ 878.21
1/31/2035	\$ 445.50	\$ 272.60	\$ 126.89	\$ 27.96	\$ 872.94
1/31/2036	\$ 460.86	\$ 250.88	\$ 129.43	\$ 25.73	\$ 866.90
1/31/2037	\$ 491.58	\$ 228.41	\$ 132.02	\$ 23.43	\$ 875.44
1/31/2038	\$ 506.94	\$ 204.45	\$ 134.66	\$ 20.97	\$ 867.02
1/31/2039	\$ 537.67	\$ 179.73	\$ 137.35	\$ 18.43	\$ 873.19
1/31/2040	\$ 568.39	\$ 153.52	\$ 140.10	\$ 15.75	\$ 877.76
1/31/2041	\$ 599.11	\$ 125.81	\$ 142.90	\$ 12.90	\$ 880.74
1/31/2042	\$ 629.84	\$ 96.61	\$ 145.76	\$ 9.91	\$ 882.11
1/31/2043	\$ 660.56	\$ 65.90	\$ 148.68	\$ 6.76	\$ 881.90
1/31/2044	\$ 691.29	\$ 33.70	\$ 151.65	\$ 3.46	\$ 880.09
Total	\$ 9,893.08	\$ 6,675.02	\$ 2,829.48	\$ 691.75	\$ 20,089.32

[a] Interest is calculated at a 5.5% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOUTHWEST KYLE PID NO. 1 – LOT TYPE 3 HOMEBUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

PRINCIPAL LOT TYPE 3 ASSESSMENT: \$11,330.27

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”), undertaken for the benefit of the property within “**Southwest Kyle Public Improvement District No. 1**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL AMOUNT OF THE LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$11,330.27, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Kyle.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

IMPROVEMENT AREA #1, LOT TYPE 3 ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Installment
1/31/2022	\$ 299.09	\$ 535.42	\$ 112.34	\$ 56.65	\$ 1,003.50
1/31/2023	\$ 299.09	\$ 522.71	\$ 114.59	\$ 55.16	\$ 991.54
1/31/2024	\$ 316.68	\$ 509.99	\$ 116.88	\$ 53.66	\$ 997.22
1/31/2025	\$ 334.28	\$ 496.53	\$ 119.22	\$ 52.08	\$ 1,002.11
1/31/2026	\$ 351.87	\$ 482.33	\$ 121.60	\$ 50.41	\$ 1,006.21
1/31/2027	\$ 351.87	\$ 467.37	\$ 124.04	\$ 48.65	\$ 991.93
1/31/2028	\$ 369.47	\$ 452.42	\$ 126.52	\$ 46.89	\$ 995.29
1/31/2029	\$ 387.06	\$ 436.72	\$ 129.05	\$ 45.04	\$ 997.86
1/31/2030	\$ 404.65	\$ 420.27	\$ 131.63	\$ 43.10	\$ 999.65
1/31/2031	\$ 422.25	\$ 400.54	\$ 134.26	\$ 41.08	\$ 998.13
1/31/2032	\$ 439.84	\$ 379.96	\$ 136.95	\$ 38.97	\$ 995.71
1/31/2033	\$ 457.43	\$ 358.51	\$ 139.68	\$ 36.77	\$ 992.40
1/31/2034	\$ 492.62	\$ 336.21	\$ 142.48	\$ 34.48	\$ 1,005.80
1/31/2035	\$ 510.21	\$ 312.20	\$ 145.33	\$ 32.02	\$ 999.76
1/31/2036	\$ 527.81	\$ 287.33	\$ 148.23	\$ 29.47	\$ 992.84
1/31/2037	\$ 562.99	\$ 261.59	\$ 151.20	\$ 26.83	\$ 1,002.62
1/31/2038	\$ 580.59	\$ 234.15	\$ 154.22	\$ 24.02	\$ 992.97
1/31/2039	\$ 615.78	\$ 205.84	\$ 157.31	\$ 21.11	\$ 1,000.04
1/31/2040	\$ 650.96	\$ 175.83	\$ 160.45	\$ 18.03	\$ 1,005.28
1/31/2041	\$ 686.15	\$ 144.09	\$ 163.66	\$ 14.78	\$ 1,008.68
1/31/2042	\$ 721.34	\$ 110.64	\$ 166.94	\$ 11.35	\$ 1,010.26
1/31/2043	\$ 756.52	\$ 75.48	\$ 170.27	\$ 7.74	\$ 1,010.02
1/31/2044	\$ 791.71	\$ 38.60	\$ 173.68	\$ 3.96	\$ 1,007.95
Total	\$ 11,330.27	\$ 7,644.72	\$ 3,240.52	\$ 792.24	\$ 23,007.75

[a] Interest is calculated at a 5.5% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT D - DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2019 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest⁽¹⁾</u>	<u>Total</u>
2019	-	\$27,223.44	\$27,223.44
2020	-	155,562.50	155,562.50
2021	\$80,000.00	155,562.50	235,562.50
2022	85,000.00	152,162.50	237,162.50
2023	85,000.00	148,550.00	233,550.00
2024	90,000.00	144,937.50	234,937.50
2025	95,000.00	141,112.50	236,112.50
2026	100,000.00	137,075.00	237,075.00
2027	100,000.00	132,825.00	232,825.00
2028	105,000.00	128,575.00	233,575.00
2029	110,000.00	124,112.50	234,112.50
2030	115,000.00	119,437.50	234,437.50
2031	120,000.00	113,831.26	233,831.26
2032	125,000.00	107,981.26	232,981.26
2033	130,000.00	101,887.50	231,887.50
2034	140,000.00	95,550.00	235,550.00
2035	145,000.00	88,725.00	233,725.00
2036	150,000.00	81,656.26	231,656.26
2037	160,000.00	74,343.76	234,343.76
2038	165,000.00	66,543.76	231,543.76
2039	175,000.00	58,500.00	233,500.00
2040	185,000.00	49,968.76	234,968.76
2041	195,000.00	40,950.00	235,950.00
2042	205,000.00	31,443.76	236,443.76
2043	215,000.00	21,450.00	236,450.00
2044	<u>225,000.00</u>	<u>10,968.76</u>	<u>235,965.76</u>
Total	<u>\$3,300,000.00</u>	<u>\$2,510,936.02</u>	<u>\$5,810,936.02</u>

Includes capitalized interest payments on September 1, 2019, March 1, 2020, and September 1, 2020.

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

EXHIBIT E - NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays Government Center
712 S Stagecoach Trail
San Marcos, TX 78666

Re: City of Kyle Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Kyle is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

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

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, as established by Ordinance No. 1038 which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF KYLE, TEXAS,
A Texas home rule municipality

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Kyle, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas



CITY OF KYLE, TEXAS

2021 Annual Service Plan Update & Approval - 6 Creeks PID

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: Approve the 2021 Annual Service Plan update for the 6 Creeks Public Improvement District (PID). ~ *Allison Snyder, P3Works, LLC, City's PID Administrator*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 Annual Service Plan Update



6 CREEKS
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE

JULY 20, 2021

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the 2019 Amended and Restated Service and Assessment Plan (the “2019 SAP”) used for the issuance of Bonds.

On June 6, 2017, the City Council passed and approved Resolution No. 1065 authorizing the creation of the Blanco River Ranch Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act.

On September 18, 2018, the City Council authorized the renaming of the Blanco River Ranch Public Improvement District to 6 Creeks Public Improvement District. Accordingly, the public improvement district established as Blanco River Ranch Public Improvement District is now and shall hereafter be known and referred to as 6 Creeks Public Improvement District.

On October 1, 2018, the City Council passed and approved Ordinance No. 1018 approving the Original Service and Assessment Plan and authorizing the levy of Assessments on Improvement Area #1 Assessed Property.

On May 7, 2019, the City Council passed and approved Ordinance No. 1034 approving an Amended and Restated Service and Assessment Plan which updated the Improvement Area #1 Assessment Roll for 2019. The 2019 SAP identifies the Authorized Improvements to be provided, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property for the costs of the Authorized Improvements. The City Council also adopted an Assessment Roll identifying the Assessments on each Lot, based on the method of assessment identified in the 2019 SAP.

On September 1, 2020, the City Council approved the 2020 Annual Service Plan Update by approving Resolution No. 1199. The 2020 Annual Service Plan Update updated the Assessment Roll for 2020.

On December 15, 2020, the City Council approved the 2020 Amended and Restated Service and Assessment Plan by approving Ordinance No. 1127 and Ordinance No. 1128. The 2020 Amended and Restated Service and Assessment Plan (1) issued Improvement Area #1 Additional Bonds, (2) levied the Improvement Area #2 Assessments, (3) issued Improvement Area #2 Initial Bonds, and (4) updated the Assessment Rolls.

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS

Improvement Area #1

There have not been any Listed Events in Improvement Area #1.

Improvement Area #2

There have not been any Listed Events in Improvement Area #2.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat for 6 Creeks – Phase 1, Section 1 consisting of 110 residential Lots and 4 non-benefitted Lots within Hays County, was recorded in the official public records of the County on November 5, 2018. 73 units are classified as Lot Type 1, 37 units are classified as Lot Type 3, and 4 Lots are Non-Benefitted Property.
- The final plat for 6 Creeks – Phase 1, Section 3 consisting of 103 residential Lots and 4 non-benefitted Lots within Hays County, was recorded in the official public records of the County on June 14, 2019. 50 units are classified as Lot Type 2, 53 units are classified as Lot Type 4, and 4 Lots are Non-Benefitted Property.
- The final plat for 6 Creeks – Phase 1, Section 2 consisting of 121 residential Lots and 1 non-benefitted Lot within Hays County, was recorded in the official public records of the County on March 3, 2020. 33 units are classified as Lot Type 3, 88 units are classified as Lot Type 1, and 1 Lot is Non-Benefitted Property. See **Exhibit B-1** for the final plat for 6 Creeks – Phase 1, Section 2.

Improvement Area #2

- The final plat for 6 Creeks – Phase 1, Section 5A consisting of 57 residential Lots and 3 non-benefitted Lots within Hays County, was recorded in the official public records of the County on March 21, 2021. 42 units are classified as Lot Type 6, 15 units are classified as Lot Type 8, and 3 Lots are Non-Benefitted Property. See **Exhibit B-2** for the final plat for 6 Creeks – Phase 1, Section 5A.

LOT AND HOME SALES

Improvement Area #1

Per the Quarterly Report dated March 31, 2021, there are currently 334 completed Lots in Improvement Area #1. Of the 334 Lots, 166 Lots are closed to a homebuilder and 156 homes are closed to end-users. 112 homes are currently under construction.

See **Exhibit C** for homebuyer disclosures.

Improvement Area #2

All 260 Lots anticipated to be constructed within Improvement Area #2 are under contract with homebuilders. Zero Lots have been closed to homebuilders, and zero are under construction.

See **Exhibit C** for homebuyer disclosures.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$11,625,000.00, of which \$7,310,000.00¹ is attributable to the Improvement Area #1 Initial Bonds, and \$4,315,000.00² is attributable to the Improvement Area #1 Additional Bonds.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of \$10,975,000.00, of which \$6,465,000.00 is attributable to the Improvement Area #2 Initial Bonds, and \$4,510,000.00 is attributable to the Improvement Area #2 Reimbursement Obligation.

ANNUAL INSTALLMENT DUE 1/31/2022

Improvement Area #1

- **Improvement Area #1 Initial Bonds Principal and Interest** – The total principal and interest required for the Annual Installment is \$520,562.50.
- **Improvement Area #1 Initial Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$402,050.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$36,550.00.
- **Improvement Area #1 Additional Bonds Principal and Interest** – The total principal and interest required for the Annual Installment is \$267,300.00.
- **Improvement Area #1 Additional Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$237,325.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$21,575.00.

¹ Net of \$185,000.00 Improvement Area #1 Initial Bonds principal payment due September 1, 2021 which will be paid using the Annual Installment collected on January 31, 2021.

² Net of \$105,000.00 Improvement Area #1 Additional Bonds principal payment due September 1, 2021 which will be paid using the Annual Installment collected on January 31, 2021.

- **Annual Collection Costs** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$29,282.24.
- **Overcollection Credit** – The amount due January 31, 2021 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment Due January 31, 2022, in the amount of \$125,578.48.

Improvement Area #1	
Due January 31, 2022	
<i>Improvement Area #1 Bonds</i>	
Principal	\$ 190,000.00
Interest	\$ 330,562.50
Additional Interest	\$ 36,550.00
	\$ 557,112.50
<i>Improvement Area #1 Additional Bonds</i>	
Principal	\$ 125,000.00
Interest	\$ 142,300.00
Additional Interest	\$ 21,575.00
	\$ 288,875.00
Annual Collection Costs	\$ 29,282.24
Overcollection Credit	\$ (125,578.48)
Total Annual Installment	\$ 749,691.26

See **Exhibit D-1** for the debt service schedule for the Improvement Area #1 Initial Bonds and the Improvement Area #1 Additional Bonds as shown in the official statement.

Improvement Area #2

- **Improvement Area #2 Initial Bonds Principal and Interest** – The total principal and interest required for the Annual Installment is \$400,175.00.
- **Improvement Area #2 Initial Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$355,575.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$32,325.00.
- **Improvement Area #2 Reimbursement Agreement Principal and Interest** - The total principal and interest required for the Annual Installment is \$213,582.50.
- **Annual Collection Costs** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of

outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$27,644.96.

Improvement Area #2	
Due January 31, 2022	
<i>Improvement Area #2 Bonds</i>	
Principal	\$ 170,000.00
Interest	\$ 230,175.00
Additional Interest	\$ 32,325.00
	\$ 432,500.00
<i>Improvement Area #2 Reimbursement Agreement</i>	
Principal	\$ 120,000.00
Interest	\$ 93,582.50
	\$ 213,582.50
Annual Collection Costs	\$ 27,644.96
Total Annual Installment	\$ 673,727.46

See **Exhibit D-2** for the debt service schedule for the Improvement Area #2 Initial Bonds as shown in the official statement, and **Exhibit D-3** for the Annual Installments associated with the Improvement Area #2 Reimbursement Obligation.

PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a Prepayment in full.

Improvement Area #1		
Property ID	Lot Type	Prepayment Date
R163874	1	3/30/2020
R165538	4	9/22/2020

See **Exhibit E** for a Form of Lien Release.

PARTIAL PREPAYMENT OF ASSESSMENTS

The following is a list of all Parcels or Lots that made a partial prepayment.

Improvement Area #1			
Property ID	Lot Type	Prepayment Amount	
R163940	1	\$	1,681.00

See **Exhibit E** for a Form of Lien Release.

BOND FUND

P3Works has reviewed the following bond accounts related to Improvement Area #1 Initial Bonds and Improvement Area #1 Additional Bonds of the 6 Creeks PID as of March 31, 2021 and each account contains the amount shown below.

Bond Account	3/31/2021 Balance
PID Collection Account - Series 2019 - 12	\$ 262,257.70
PID Collection Account - Series 2020 - 23	\$ -
Pledged Revenue Fund - Series 2019 - 1	\$ 272,822.09
Pledged Revenue Fund - Series 2020 - 13	\$ 160,786.08
Bond Fund	
Capitalized Interest Account - Series 2019 - 2	\$ -
Principal and Interest Account - Series 2019 - 3	\$ 0.60
Principal and Interest Account - Series 2020 - 14	\$ 0.10
Project Fund	
PID Improvements Account - Series 2019 - 4	\$ -
PID Improvements Account - Series 2020 - 15	\$ 10,569.30
PID Costs of Issuance Account - 2020 - 16	\$ 6,064.26
Redemption Fund - Series 2019 - 6	\$ 59,241.93
Redemption Fund - Series 2020 - 17	\$ 16,632.86
Reserve Fund	
Reserve Account - Series 2019 - 7	\$ 531,200.14
Reserve Account - Series 2020 - 18	\$ 73,747.13
Additional Interest Reserve Account - Series 2019 - 8	\$ 37,508.30
Additional Interest Reserve Account - Series 2020 - 19	\$ -
Rebate Fund - Series 2019 - 9	\$ -
Rebate Fund - Series 2020 - 20	\$ -
Reimbursement Fund - Series 2019 - 10	\$ -
Reimbursement Fund - Series 2020 - 21	\$ -
Administrative Fund - 11	\$ 18,752.83
Administrative Fund - Series 2020 - 22	\$ 15,000.61

AUTHORIZED IMPROVEMENTS

Improvement Area #1

All Improvement Area #1 Improvements have been completed and accepted by the City. In the Major Improvement Area, the Lift Station and Force Main improvements have been completed and accepted by the City.

Improvement Area #1				
	Budget ¹	Spent to Date ²	Percent Complete	
<i>Major Improvements</i>				
WWTP Capacity Payment	\$ 33,028	\$ 33,028	100.00%	
Lift Station & Force Main	80,977	59,701	73.73%	
Offsite Water	280,626	17,276	6.16%	
Old Stagecoach Road	210,469	12,874	6.12%	
Parks & Trails	265,191	-	0.00%	
Entry, Walls & Landscaping	923,259	576,461	62.44%	
	\$ 1,793,550	\$ 699,340	38.99%	
 <i>Improvement Area #1 Improvements</i>				
Streets	\$ 2,340,098	\$ 3,121,880	133.41%	
Water	1,186,104	1,479,737	124.76%	
Wastewater	1,534,249	1,718,017	111.98%	
Drainage	1,139,096	863,190	75.78%	
Detention/WQP	1,729,566	756,775	43.76%	
Soft Costs	1,654,328	894,825	54.09%	
Construction Management Fee	472,665	343,942	72.77%	
	\$ 10,056,106	\$ 9,178,367	91.27%	

Notes:

¹ Budgeted costs are adjusted from costs listed in the Amended and Restated Service and Assessment Plan to account for allocation to Soft Costs and Construction Management Costs.

² Per Quarterly Report dated March 31, 2021.

Improvement Area #2

Improvement Area #2 Improvements are still being constructed and are projected to be completed in September 2021. In the Major Improvement Area, the Lift Station and Force Main improvements have been completed and accepted by the City.

Improvement Area #2				
	Budget ¹	Spent to Date ²	Percent Complete	
<i>Major Improvements</i>				
WWTP Capacity Payment	\$ 178,899	\$ 178,899	100.00%	
Lift Station & Force Main	438,625	323,687	73.80%	
Offsite Water	218,451	13,453	6.16%	
Old Stagecoach Road	163,838	10,026	6.12%	
Parks & Trails	206,436	-	0.00%	
Entry, Walls & Landscaping	718,705	448,706	62.43%	
	\$ 1,924,954	\$ 974,770	50.64%	
<i>Improvement Area #2 Improvements</i>				
Streets	\$ 2,699,539	\$ -	0.00%	
Water	923,001	-	0.00%	
Wastewater	1,095,619	-	0.00%	
Drainage	348,539	-	0.00%	
Detention/WQP	438,208	-	0.00%	
Soft Costs	1,237,969	35,874	2.90%	
Construction Management Fee	353,705	-	0.00%	
	\$ 7,096,580	\$ 35,874	2.90%	
	\$ 18,946,236	\$ 9,913,581	52.32%	

Notes:

¹ Budgeted costs are adjusted from costs listed in the Amended and Restated Service and Assessment Plan to account for allocation to Soft Costs and Construction Management Costs.

² Per Quarterly Report dated March 31, 2021.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Improvement Area #1					
Annual Installments Due	1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
<i>Improvement Area #1 Initial Bonds</i>					
Principal	\$ 190,000.00	\$ 200,000.00	\$ 210,000.00	\$ 215,000.00	\$ 225,000.00
Interest	330,562.50	323,200.00	315,450.00	307,312.50	298,443.76
Additional Interest	36,550.00	35,600.00	34,600.00	33,550.00	32,475.00
(1)	\$ 557,112.50	\$ 558,800.00	\$ 560,050.00	\$ 555,862.50	\$ 555,918.76
<i>Improvement Area #1 Additional Bonds</i>					
Principal	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 135,000.00	\$ 135,000.00
Interest	142,300.00	139,175.00	136,050.00	132,925.00	129,550.00
Additional Interest	21,575.00	20,950.00	20,325.00	19,700.00	19,025.00
(2)	\$ 288,875.00	\$ 285,125.00	\$ 281,375.00	\$ 287,625.00	\$ 283,575.00
Annual Collection Costs	\$ 29,282.24	\$ 29,867.89	\$ 30,465.25	\$ 31,074.55	\$ 31,696.04
Overcollection/(Credit) ¹	(125,578.48)	-	-	-	-
(3)	\$ (96,296.24)	\$ 29,867.89	\$ 30,465.25	\$ 31,074.55	\$ 31,696.04
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 749,691.26	\$ 873,792.89	\$ 871,890.25	\$ 874,562.05

Improvement Area #2					
Annual Installments Due	1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
<i>Improvement Area #2 Initial Bonds</i>					
Principal	\$ 170,000.00	\$ 175,000.00	\$ 180,000.00	\$ 185,000.00	\$ 190,000.00
Interest	230,175.00	225,712.50	221,118.75	216,393.75	211,537.50
Additional Interest	32,325.00	31,475.00	30,600.00	29,700.00	28,775.00
(1)	\$ 432,500.00	\$ 432,187.50	\$ 431,718.75	\$ 431,093.75	\$ 430,312.50
<i>Improvement Area #2 Reimbursement Obligation</i>					
Principal	\$ 120,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 115,000.00
Interest	93,582.50	197,550.00	193,050.00	188,550.00	183,825.00
(2)	\$ 213,582.50	\$ 297,550.00	\$ 293,050.00	\$ 293,550.00	\$ 298,825.00
Annual Collection Costs	(3) \$ 27,644.96	\$ 28,197.86	\$ 28,761.81	\$ 29,337.05	\$ 29,923.79
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 673,727.46	\$ 757,935.36	\$ 753,530.56	\$ 753,980.80

Notes:

¹The amount due 1/31/21 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment due 1/31/22.

ASSESSMENT ROLL

Improvement Area #1

The list of current Lots within Improvement Area #1 of the PID, the corresponding total Improvement Area #1 Assessments, and current Improvement Area #1 Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A-1**. The Lots shown on the Improvement Area #1 Assessment Roll will receive the bills for the 2021 Improvement Area #1 Annual Installments which will be delinquent if not paid by January 31, 2022.

Due to the full and partial Prepayments, the Improvement Area #1 Annual Installment billed will not match the Improvement Area #1 Annual Installment due until PID Bonds are redeemed.

Improvement Area #2

The list of current Lots within Improvement Area #2 of the PID, the corresponding total Improvement Area #2 Assessments, and current Improvement Area #2 Annual Installment are shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit A-2**. The Lots shown on the Improvement Area #2 Assessment Roll will receive the bills for the 2021 Improvement Area #2 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R163837	3		\$ 37,887.59	\$ 2,444.00
R163838	3		\$ 37,887.59	\$ 2,444.00
R163839	3		\$ 37,887.59	\$ 2,444.00
R163840	3		\$ 37,887.59	\$ 2,444.00
R163841	3		\$ 37,887.59	\$ 2,444.00
R163842	3		\$ 37,887.59	\$ 2,444.00
R163843	Open Space		\$ -	\$ -
R163844	3		\$ 37,887.59	\$ 2,444.00
R163845	3		\$ 37,887.59	\$ 2,444.00
R163846	3		\$ 37,887.59	\$ 2,444.00
R163847	3		\$ 37,887.59	\$ 2,444.00
R163848	3		\$ 37,887.59	\$ 2,444.00
R163849	3		\$ 37,887.59	\$ 2,444.00
R163850	3		\$ 37,887.59	\$ 2,444.00
R163851	1		\$ 30,310.07	\$ 1,955.20
R163852	1		\$ 30,310.07	\$ 1,955.20
R163853	1		\$ 30,310.07	\$ 1,955.20
R163854	1		\$ 30,310.07	\$ 1,955.20
R163855	1		\$ 30,310.07	\$ 1,955.20
R163856	1		\$ 30,310.07	\$ 1,955.20
R163857	1		\$ 30,310.07	\$ 1,955.20
R163858	1		\$ 30,310.07	\$ 1,955.20
R163859	1		\$ 30,310.07	\$ 1,955.20
R163860	1		\$ 30,310.07	\$ 1,955.20
R163861	1		\$ 30,310.07	\$ 1,955.20
R163862	1		\$ 30,310.07	\$ 1,955.20
R163863	1		\$ 30,310.07	\$ 1,955.20
R163864	1		\$ 30,310.07	\$ 1,955.20
R163865	1		\$ 30,310.07	\$ 1,955.20
R163866	1		\$ 30,310.07	\$ 1,955.20
R163867	1		\$ 30,310.07	\$ 1,955.20
R163868	1		\$ 30,310.07	\$ 1,955.20
R163869	1		\$ 30,310.07	\$ 1,955.20
R163870	1		\$ 30,310.07	\$ 1,955.20
R163871	1		\$ 30,310.07	\$ 1,955.20
R163872	1		\$ 30,310.07	\$ 1,955.20
R163873	1		\$ 30,310.07	\$ 1,955.20
R163874	1	[c]	\$ -	\$ -
R163875	1		\$ 30,310.07	\$ 1,955.20
R163876	1		\$ 30,310.07	\$ 1,955.20

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R163877	1		\$ 30,310.07	\$ 1,955.20
R163878	1		\$ 30,310.07	\$ 1,955.20
R163879	1		\$ 30,310.07	\$ 1,955.20
R163880	1		\$ 30,310.07	\$ 1,955.20
R163881	1		\$ 30,310.07	\$ 1,955.20
R163882	1		\$ 30,310.07	\$ 1,955.20
R163883	1		\$ 30,310.07	\$ 1,955.20
R163884	1		\$ 30,310.07	\$ 1,955.20
R163885	1		\$ 30,310.07	\$ 1,955.20
R163886	1		\$ 30,310.07	\$ 1,955.20
R163887	1		\$ 30,310.07	\$ 1,955.20
R163888	1		\$ 30,310.07	\$ 1,955.20
R163889	1		\$ 30,310.07	\$ 1,955.20
R163890	1		\$ 30,310.07	\$ 1,955.20
R163891	1		\$ 30,310.07	\$ 1,955.20
R163892	1		\$ 30,310.07	\$ 1,955.20
R163893	1		\$ 30,310.07	\$ 1,955.20
R163894	Open Space		\$ -	\$ -
R163895	Open Space		\$ -	\$ -
R163896	3		\$ 37,887.59	\$ 2,444.00
R163897	3		\$ 37,887.59	\$ 2,444.00
R163898	3		\$ 37,887.59	\$ 2,444.00
R163899	3		\$ 37,887.59	\$ 2,444.00
R163900	3		\$ 37,887.59	\$ 2,444.00
R163901	3		\$ 37,887.59	\$ 2,444.00
R163902	3		\$ 37,887.59	\$ 2,444.00
R163903	3		\$ 37,887.59	\$ 2,444.00
R163904	3		\$ 37,887.59	\$ 2,444.00
R163905	3		\$ 37,887.59	\$ 2,444.00
R163906	3		\$ 37,887.59	\$ 2,444.00
R163907	3		\$ 37,887.59	\$ 2,444.00
R163908	3		\$ 37,887.59	\$ 2,444.00
R163909	Open Space		\$ -	\$ -
R163910	1		\$ 30,310.07	\$ 1,955.20
R163911	1		\$ 30,310.07	\$ 1,955.20
R163912	1		\$ 30,310.07	\$ 1,955.20
R163913	1		\$ 30,310.07	\$ 1,955.20
R163914	1		\$ 30,310.07	\$ 1,955.20
R163915	1		\$ 30,310.07	\$ 1,955.20
R163916	1		\$ 30,310.07	\$ 1,955.20

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R163917	1		\$ 30,310.07	\$ 1,955.20
R163918	1		\$ 30,310.07	\$ 1,955.20
R163919	1		\$ 30,310.07	\$ 1,955.20
R163920	1		\$ 30,310.07	\$ 1,955.20
R163921	1		\$ 30,310.07	\$ 1,955.20
R163922	1		\$ 30,310.07	\$ 1,955.20
R163923	1		\$ 30,310.07	\$ 1,955.20
R163924	1		\$ 30,310.07	\$ 1,955.20
R163925	1		\$ 30,310.07	\$ 1,955.20
R163926	1		\$ 30,310.07	\$ 1,955.20
R163927	1		\$ 30,310.07	\$ 1,955.20
R163928	3		\$ 37,887.59	\$ 2,444.00
R163929	3		\$ 37,887.59	\$ 2,444.00
R163930	3		\$ 37,887.59	\$ 2,444.00
R163931	3		\$ 37,887.59	\$ 2,444.00
R163932	3		\$ 37,887.59	\$ 2,444.00
R163933	3		\$ 37,887.59	\$ 2,444.00
R163934	3		\$ 37,887.59	\$ 2,444.00
R163935	3		\$ 37,887.59	\$ 2,444.00
R163936	3		\$ 37,887.59	\$ 2,444.00
R163937	3		\$ 37,887.59	\$ 2,444.00
R163938	3		\$ 37,887.59	\$ 2,444.00
R163939	1		\$ 30,310.07	\$ 1,955.20
R163940	1	[d]	\$ 28,629.07	\$ 1,846.28
R163941	1		\$ 30,310.07	\$ 1,955.20
R163942	1		\$ 30,310.07	\$ 1,955.20
R163943	1		\$ 30,310.07	\$ 1,955.20
R163944	1		\$ 30,310.07	\$ 1,955.20
R163945	1		\$ 30,310.07	\$ 1,955.20
R163946	1		\$ 30,310.07	\$ 1,955.20
R163947	1		\$ 30,310.07	\$ 1,955.20
R163948	1		\$ 30,310.07	\$ 1,955.20
R163949	1		\$ 30,310.07	\$ 1,955.20
R163950	1		\$ 30,310.07	\$ 1,955.20
R165442	2		\$ 33,473.91	\$ 2,159.29
R165443	2		\$ 33,473.91	\$ 2,159.29
R165444	2		\$ 33,473.91	\$ 2,159.29
R165445	2		\$ 33,473.91	\$ 2,159.29
R165446	2		\$ 33,473.91	\$ 2,159.29
R165447	2		\$ 33,473.91	\$ 2,159.29

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R165448	2		\$ 33,473.91	\$ 2,159.29
R165449	2		\$ 33,473.91	\$ 2,159.29
R165450	2		\$ 33,473.91	\$ 2,159.29
R165451	2		\$ 33,473.91	\$ 2,159.29
R165452	2		\$ 33,473.91	\$ 2,159.29
R165453	2		\$ 33,473.91	\$ 2,159.29
R165454	2		\$ 33,473.91	\$ 2,159.29
R165455	2		\$ 33,473.91	\$ 2,159.29
R165456	2		\$ 33,473.91	\$ 2,159.29
R165457	2		\$ 33,473.91	\$ 2,159.29
R165458	2		\$ 33,473.91	\$ 2,159.29
R165459	2		\$ 33,473.91	\$ 2,159.29
R165460	2		\$ 33,473.91	\$ 2,159.29
R165461	2		\$ 33,473.91	\$ 2,159.29
R165462	2		\$ 33,473.91	\$ 2,159.29
R165463	2		\$ 33,473.91	\$ 2,159.29
R165464	4		\$ 45,646.24	\$ 2,944.48
R165465	4		\$ 45,646.24	\$ 2,944.48
R165466	4		\$ 45,646.24	\$ 2,944.48
R165467	4		\$ 45,646.24	\$ 2,944.48
R165468	4		\$ 45,646.24	\$ 2,944.48
R165469	4		\$ 45,646.24	\$ 2,944.48
R165470	4		\$ 45,646.24	\$ 2,944.48
R165471	4		\$ 45,646.24	\$ 2,944.48
R165472	4		\$ 45,646.24	\$ 2,944.48
R165473	4		\$ 45,646.24	\$ 2,944.48
R165474	4		\$ 45,646.24	\$ 2,944.48
R165475	4		\$ 45,646.24	\$ 2,944.48
R165476	4		\$ 45,646.24	\$ 2,944.48
R165477	4		\$ 45,646.24	\$ 2,944.48
R165478	4		\$ 45,646.24	\$ 2,944.48
R165479	4		\$ 45,646.24	\$ 2,944.48
R165480	4		\$ 45,646.24	\$ 2,944.48
R165481	4		\$ 45,646.24	\$ 2,944.48
R165482	4		\$ 45,646.24	\$ 2,944.48
R165483	4		\$ 45,646.24	\$ 2,944.48
R165484	4		\$ 45,646.24	\$ 2,944.48
R165485	4		\$ 45,646.24	\$ 2,944.48
R165486	4		\$ 45,646.24	\$ 2,944.48
R165487	4		\$ 45,646.24	\$ 2,944.48

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R165488	4		\$ 45,646.24	\$ 2,944.48
R165489	4		\$ 45,646.24	\$ 2,944.48
R165490	4		\$ 45,646.24	\$ 2,944.48
R165491	Open Space		\$ -	\$ -
R165492	Open Space		\$ -	\$ -
R165493	2		\$ 33,473.91	\$ 2,159.29
R165494	2		\$ 33,473.91	\$ 2,159.29
R165495	2		\$ 33,473.91	\$ 2,159.29
R165496	2		\$ 33,473.91	\$ 2,159.29
R165497	2		\$ 33,473.91	\$ 2,159.29
R165498	2		\$ 33,473.91	\$ 2,159.29
R165499	2		\$ 33,473.91	\$ 2,159.29
R165500	2		\$ 33,473.91	\$ 2,159.29
R165501	2		\$ 33,473.91	\$ 2,159.29
R165502	2		\$ 33,473.91	\$ 2,159.29
R165503	4		\$ 45,646.24	\$ 2,944.48
R165504	2		\$ 33,473.91	\$ 2,159.29
R165505	4		\$ 45,646.24	\$ 2,944.48
R165506	2		\$ 33,473.91	\$ 2,159.29
R165507	2		\$ 33,473.91	\$ 2,159.29
R165508	2		\$ 33,473.91	\$ 2,159.29
R165509	2		\$ 33,473.91	\$ 2,159.29
R165510	2		\$ 33,473.91	\$ 2,159.29
R165511	2		\$ 33,473.91	\$ 2,159.29
R165512	2		\$ 33,473.91	\$ 2,159.29
R165513	2		\$ 33,473.91	\$ 2,159.29
R165514	2		\$ 33,473.91	\$ 2,159.29
R165515	2		\$ 33,473.91	\$ 2,159.29
R165516	2		\$ 33,473.91	\$ 2,159.29
R165517	2		\$ 33,473.91	\$ 2,159.29
R165518	2		\$ 33,473.91	\$ 2,159.29
R165519	2		\$ 33,473.91	\$ 2,159.29
R165520	2		\$ 33,473.91	\$ 2,159.29
R165521	2		\$ 33,473.91	\$ 2,159.29
R165522	2		\$ 33,473.91	\$ 2,159.29
R165523	4		\$ 45,646.24	\$ 2,944.48
R165524	4		\$ 45,646.24	\$ 2,944.48
R165525	4		\$ 45,646.24	\$ 2,944.48
R165526	4		\$ 45,646.24	\$ 2,944.48
R165527	4		\$ 45,646.24	\$ 2,944.48

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R165528	4		\$ 45,646.24	\$ 2,944.48
R165529	4		\$ 45,646.24	\$ 2,944.48
R165530	4		\$ 45,646.24	\$ 2,944.48
R165531	4		\$ 45,646.24	\$ 2,944.48
R165532	4		\$ 45,646.24	\$ 2,944.48
R165533	4		\$ 45,646.24	\$ 2,944.48
R165534	4		\$ 45,646.24	\$ 2,944.48
R165535	4		\$ 45,646.24	\$ 2,944.48
R165536	4		\$ 45,646.24	\$ 2,944.48
R165537	4		\$ 45,646.24	\$ 2,944.48
R165538	4	[c]	\$ -	\$ -
R165539	4		\$ 45,646.24	\$ 2,944.48
R165540	4		\$ 45,646.24	\$ 2,944.48
R165541	4		\$ 45,646.24	\$ 2,944.48
R165542	4		\$ 45,646.24	\$ 2,944.48
R165543	4		\$ 45,646.24	\$ 2,944.48
R165544	4		\$ 45,646.24	\$ 2,944.48
R165545	4		\$ 45,646.24	\$ 2,944.48
R165546	4		\$ 45,646.24	\$ 2,944.48
R165547	Open Space		\$ -	\$ -
R165548	Open Space		\$ -	\$ -
R170037	1		\$ 30,310.07	\$ 1,955.20
R170038	1		\$ 30,310.07	\$ 1,955.20
R170039	1		\$ 30,310.07	\$ 1,955.20
R170040	1		\$ 30,310.07	\$ 1,955.20
R170041	1		\$ 30,310.07	\$ 1,955.20
R170042	1		\$ 30,310.07	\$ 1,955.20
R170043	1		\$ 30,310.07	\$ 1,955.20
R170044	1		\$ 30,310.07	\$ 1,955.20
R170045	1		\$ 30,310.07	\$ 1,955.20
R170046	1		\$ 30,310.07	\$ 1,955.20
R170047	1		\$ 30,310.07	\$ 1,955.20
R170048	1		\$ 30,310.07	\$ 1,955.20
R170049	1		\$ 30,310.07	\$ 1,955.20
R170050	1		\$ 30,310.07	\$ 1,955.20
R170051	1		\$ 30,310.07	\$ 1,955.20
R170022	3		\$ 37,887.59	\$ 2,444.00
R170023	3		\$ 37,887.59	\$ 2,444.00
R170024	3		\$ 37,887.59	\$ 2,444.00
R170025	3		\$ 37,887.59	\$ 2,444.00

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R170026	3		\$ 37,887.59	\$ 2,444.00
R170027	1		\$ 30,310.07	\$ 1,955.20
R170028	1		\$ 30,310.07	\$ 1,955.20
R170029	1		\$ 30,310.07	\$ 1,955.20
R170030	1		\$ 30,310.07	\$ 1,955.20
R170031	1		\$ 30,310.07	\$ 1,955.20
R170032	1		\$ 30,310.07	\$ 1,955.20
R170033	1		\$ 30,310.07	\$ 1,955.20
R170034	1		\$ 30,310.07	\$ 1,955.20
R170035	1		\$ 30,310.07	\$ 1,955.20
R170036	1		\$ 30,310.07	\$ 1,955.20
R170015	3		\$ 37,887.59	\$ 2,444.00
R170016	3		\$ 37,887.59	\$ 2,444.00
R170017	3		\$ 37,887.59	\$ 2,444.00
R170018	3		\$ 37,887.59	\$ 2,444.00
R170019	3		\$ 37,887.59	\$ 2,444.00
R170020	3		\$ 37,887.59	\$ 2,444.00
R170021	3		\$ 37,887.59	\$ 2,444.00
R169931	3		\$ 37,887.59	\$ 2,444.00
R169932	3		\$ 37,887.59	\$ 2,444.00
R169933	3		\$ 37,887.59	\$ 2,444.00
R169934	3		\$ 37,887.59	\$ 2,444.00
R169935	3		\$ 37,887.59	\$ 2,444.00
R169943	3		\$ 37,887.59	\$ 2,444.00
R169944	3		\$ 37,887.59	\$ 2,444.00
R169945	3		\$ 37,887.59	\$ 2,444.00
R169946	3		\$ 37,887.59	\$ 2,444.00
R169947	3		\$ 37,887.59	\$ 2,444.00
R169948	3		\$ 37,887.59	\$ 2,444.00
R169949	3		\$ 37,887.59	\$ 2,444.00
R169950	3		\$ 37,887.59	\$ 2,444.00
R169951	3		\$ 37,887.59	\$ 2,444.00
R169952	3		\$ 37,887.59	\$ 2,444.00
R169953	3		\$ 37,887.59	\$ 2,444.00
R169954	3		\$ 37,887.59	\$ 2,444.00
R169955	3		\$ 37,887.59	\$ 2,444.00
R169956	3		\$ 37,887.59	\$ 2,444.00
R169957	3		\$ 37,887.59	\$ 2,444.00
R169958	1		\$ 30,310.07	\$ 1,955.20
R169959	1		\$ 30,310.07	\$ 1,955.20

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R169960	1		\$ 30,310.07	\$ 1,955.20
R169961	1		\$ 30,310.07	\$ 1,955.20
R169962	1		\$ 30,310.07	\$ 1,955.20
R169963	1		\$ 30,310.07	\$ 1,955.20
R169964	1		\$ 30,310.07	\$ 1,955.20
R169965	1		\$ 30,310.07	\$ 1,955.20
R169966	1		\$ 30,310.07	\$ 1,955.20
R169967	1		\$ 30,310.07	\$ 1,955.20
R169968	1		\$ 30,310.07	\$ 1,955.20
R169969	1		\$ 30,310.07	\$ 1,955.20
R169970	1		\$ 30,310.07	\$ 1,955.20
R169971	1		\$ 30,310.07	\$ 1,955.20
R169972	1		\$ 30,310.07	\$ 1,955.20
R169973	1		\$ 30,310.07	\$ 1,955.20
R169974	1		\$ 30,310.07	\$ 1,955.20
R169975	1		\$ 30,310.07	\$ 1,955.20
R169976	1		\$ 30,310.07	\$ 1,955.20
R169977	1		\$ 30,310.07	\$ 1,955.20
R169978	1		\$ 30,310.07	\$ 1,955.20
R169979	1		\$ 30,310.07	\$ 1,955.20
R169980	1		\$ 30,310.07	\$ 1,955.20
R169981	1		\$ 30,310.07	\$ 1,955.20
R169982	1		\$ 30,310.07	\$ 1,955.20
R169983	1		\$ 30,310.07	\$ 1,955.20
R169984	1		\$ 30,310.07	\$ 1,955.20
R169985	1		\$ 30,310.07	\$ 1,955.20
R169986	1		\$ 30,310.07	\$ 1,955.20
R169987	1		\$ 30,310.07	\$ 1,955.20
R169988	1		\$ 30,310.07	\$ 1,955.20
R169989	1		\$ 30,310.07	\$ 1,955.20
R169990	1		\$ 30,310.07	\$ 1,955.20
R169991	3		\$ 37,887.59	\$ 2,444.00
R169992	1		\$ 30,310.07	\$ 1,955.20
R169993	1		\$ 30,310.07	\$ 1,955.20
R169994	1		\$ 30,310.07	\$ 1,955.20
R169995	1		\$ 30,310.07	\$ 1,955.20
R169996	1		\$ 30,310.07	\$ 1,955.20
R169997	1		\$ 30,310.07	\$ 1,955.20
R169998	1		\$ 30,310.07	\$ 1,955.20
R169999	1		\$ 30,310.07	\$ 1,955.20

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2022 [b]
R170000	1		\$ 30,310.07	\$ 1,955.20
R170001	1		\$ 30,310.07	\$ 1,955.20
R170002	1		\$ 30,310.07	\$ 1,955.20
R170003	1		\$ 30,310.07	\$ 1,955.20
R170004	1		\$ 30,310.07	\$ 1,955.20
R170005	1		\$ 30,310.07	\$ 1,955.20
R169936	1		\$ 30,310.07	\$ 1,955.20
R169937	1		\$ 30,310.07	\$ 1,955.20
R169938	1		\$ 30,310.07	\$ 1,955.20
R169939	1		\$ 30,310.07	\$ 1,955.20
R169940	1		\$ 30,310.07	\$ 1,955.20
R169941	1		\$ 30,310.07	\$ 1,955.20
R169942	1		\$ 30,310.07	\$ 1,955.20
R170006	1		\$ 30,310.07	\$ 1,955.20
R170007	1		\$ 30,310.07	\$ 1,955.20
R170008	1		\$ 30,310.07	\$ 1,955.20
R170009	1		\$ 30,310.07	\$ 1,955.20
R170010	1		\$ 30,310.07	\$ 1,955.20
R170011	1		\$ 30,310.07	\$ 1,955.20
R170012	1		\$ 30,310.07	\$ 1,955.20
R170013	1		\$ 30,310.07	\$ 1,955.20
R170014	1		\$ 30,310.07	\$ 1,955.20
R166980	Open Space		\$ -	\$ -
R164466	Open Space		\$ -	\$ -
Total			\$ 11,547,362.68	\$ 744,879.54

Notes:

[a] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[b] The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.

[c] Full Prepayment.

[d] Partial Prepayment.

Open space is Non Benefitted Property and is not assessed.

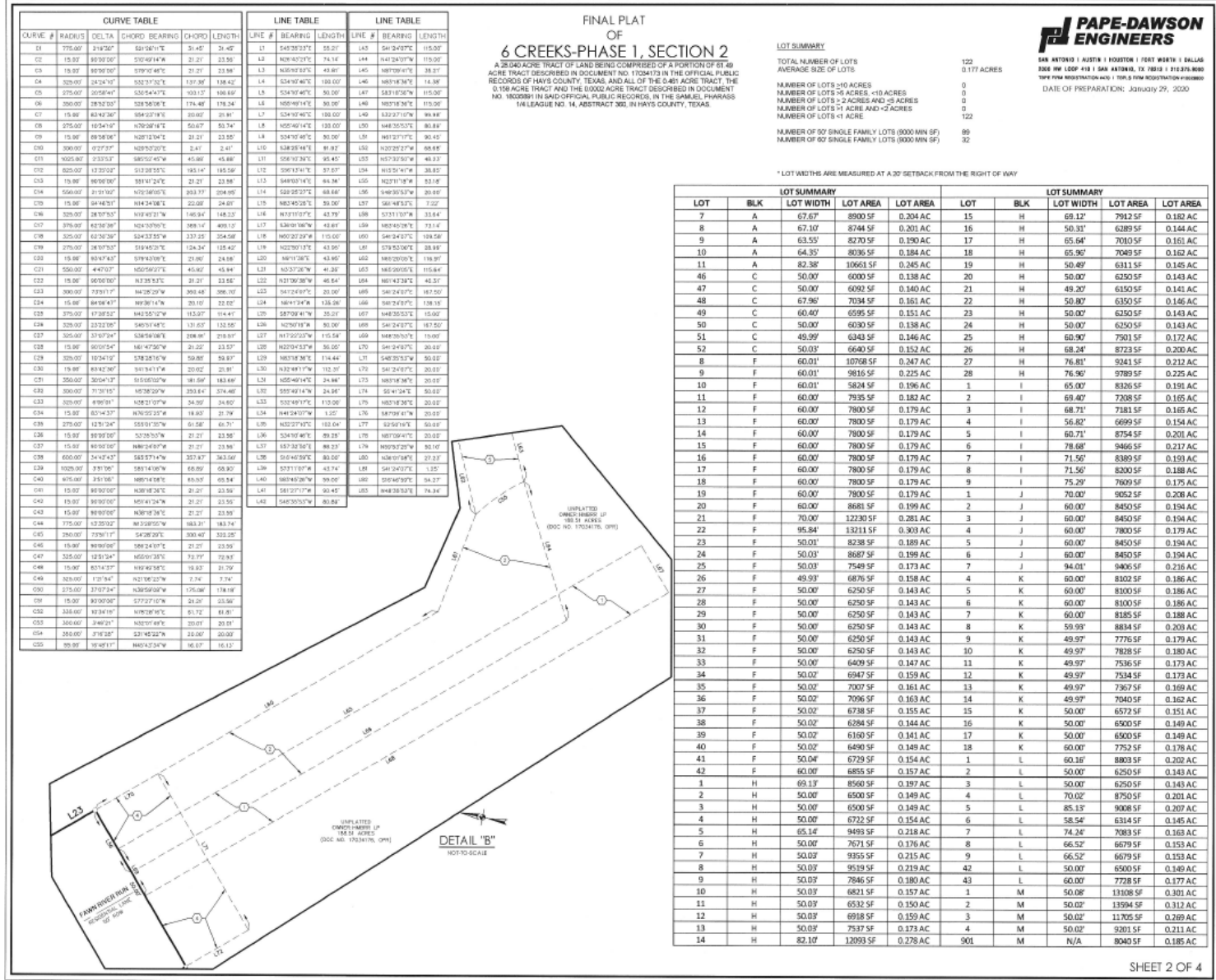
EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID [a]	Lot Type	Improvement Area #2	
		Outstanding Assessment	Annual Installment due 1/31/2022 [b]
R16898	Improvement Area #2 Initial Parcel	\$ 10,975,000.00	\$ 673,727.46
Improvement Area #2 Total		\$ 10,975,000.00	\$ 673,727.46

Notes:

[a] Property IDs within the District still to be finalized with Hays County Appraisal District.

[b] The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.



Pape-Dawson
ENGINEERS

IAN ANTONIO | JUSTIN | FORREST | FORT WORTH | DALLAS
2006 HWY LOOP #18 | 548 KIRKWOOD TX 76107 | 817.426.8800
STATE FIRM REGISTRATION # 17045 | FIRM REGISTRATION #1600000
DATE OF PREPARATION: January 29, 2020

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2
A 26.940 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF 51.49
ACRE TRACT DESCRIBED IN DOCUMENT NO. 17024173 IN THE OFFICIAL PUBLIC
RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF THE 0.491 ACRE TRACT, THE
0.156 ACRE TRACT AND THE 0.0002 ACRE TRACT DESCRIBED IN DOCUMENT
NO. 18009111 AND OFFICIAL PUBLIC RECORDS, IN THE SAME JURISDICTION
IN LEAGUE NO. 14, ABSTRACT 300, IN HAYS COUNTY, TEXAS.

LOT SUMMARY

TOTAL NUMBER OF LOTS	122
AVERAGE SIZE OF LOTS	0.177 ACRES
NUMBER OF LOTS >10 ACRES	0
NUMBER OF LOTS >5 ACRES - <10 ACRES	0
NUMBER OF LOTS >2 ACRES AND <5 ACRES	0
NUMBER OF LOTS >1 ACRE AND <2 ACRES	122
NUMBER OF 50' SINGLE FAMILY LOTS (8000 MIN SF)	89
NUMBER OF 60' SINGLE FAMILY LOTS (8000 MIN SF)	33

* LOT WIDTHS ARE MEASURED AT A 30' SETBACK FROM THE RIGHT OF WAY

LOT SUMMARY				LOT SUMMARY				
LOT	BLK	LOT WIDTH	LOT AREA	LOT	BLK	LOT WIDTH	LOT AREA	
7	A	67.67'	8900 SF	15	H	69.12'	7912 SF	0.182 AC
8	A	67.10'	8744 SF	16	H	50.31'	6289 SF	0.144 AC
9	A	63.55'	8270 SF	17	H	65.94'	7010 SF	0.161 AC
10	A	64.35'	8036 SF	18	H	65.96'	7049 SF	0.162 AC
11	A	82.38'	10661 SF	19	H	50.89'	6311 SF	0.145 AC
46	C	50.00'	6000 SF	20	H	50.00'	6250 SF	0.143 AC
47	C	50.00'	6092 SF	21	H	49.20'	6150 SF	0.141 AC
48	C	67.96'	7034 SF	22	H	50.87'	6350 SF	0.146 AC
49	C	60.40'	6995 SF	23	H	50.00'	6250 SF	0.143 AC
50	C	50.00'	6030 SF	24	H	50.00'	6250 SF	0.143 AC
51	C	49.59'	6243 SF	25	H	60.90'	7301 SF	0.172 AC
52	C	50.03'	6640 SF	26	H	68.24'	8723 SF	0.200 AC
9	F	60.01'	10768 SF	27	H	76.48'	9241 SF	0.212 AC
10	F	60.01'	9816 SF	28	H	76.96'	9789 SF	0.225 AC
11	F	60.01'	9824 SF	1	I	65.00'	8326 SF	0.191 AC
12	F	60.00'	7925 SF	2	I	69.40'	7208 SF	0.165 AC
13	F	60.00'	7800 SF	3	I	68.71'	7381 SF	0.165 AC
14	F	60.00'	7800 SF	4	I	56.80'	6699 SF	0.154 AC
15	F	60.00'	7800 SF	5	I	60.71'	8754 SF	0.201 AC
16	F	60.00'	7800 SF	6	I	78.68'	9466 SF	0.217 AC
17	F	60.00'	7800 SF	7	I	71.56'	8389 SF	0.191 AC
18	F	60.00'	7800 SF	8	I	71.56'	8200 SF	0.188 AC
19	F	60.00'	7800 SF	9	I	75.29'	7809 SF	0.175 AC
20	F	60.00'	7800 SF	1	J	70.00'	9052 SF	0.208 AC
21	F	60.00'	8681 SF	2	J	60.00'	8450 SF	0.194 AC
22	F	70.00'	12230 SF	3	J	60.00'	8450 SF	0.194 AC
23	F	95.84'	13211 SF	4	J	60.00'	7800 SF	0.178 AC
24	F	50.01'	8238 SF	5	J	60.00'	8450 SF	0.194 AC
25	F	50.01'	8687 SF	6	J	60.00'	8450 SF	0.194 AC
26	F	50.03'	7549 SF	7	J	94.01'	9406 SF	0.216 AC
27	F	49.93'	6876 SF	4	K	60.00'	8102 SF	0.186 AC
28	F	50.00'	6250 SF	5	K	60.00'	8100 SF	0.186 AC
29	F	50.00'	6250 SF	6	K	60.00'	8100 SF	0.186 AC
30	F	50.00'	6250 SF	7	K	60.00'	8185 SF	0.188 AC
31	F	50.00'	6250 SF	8	K	59.93'	8834 SF	0.203 AC
32	F	50.00'	6250 SF	9	K	49.97'	7776 SF	0.179 AC
33	F	50.00'	6250 SF	10	K	49.97'	7828 SF	0.180 AC
34	F	50.00'	6409 SF	11	K	49.97'	7536 SF	0.175 AC
35	F	50.00'	6947 SF	12	K	49.97'	7534 SF	0.175 AC
36	F	50.02'	7307 SF	13	K	49.97'	7367 SF	0.169 AC
37	F	50.02'	7096 SF	14	K	49.97'	7040 SF	0.162 AC
38	F	50.02'	6738 SF	15	K	50.00'	6572 SF	0.151 AC
39	F	50.02'	6284 SF	16	K	50.00'	6500 SF	0.149 AC
40	F	50.02'	6160 SF	17	K	50.00'	6500 SF	0.149 AC
41	F	50.02'	6490 SF	18	K	60.00'	7752 SF	0.178 AC
42	F	50.04'	6729 SF	1	L	60.16'	8803 SF	0.202 AC
1	H	69.13'	8560 SF	2	L	50.00'	6250 SF	0.143 AC
2	H	50.00'	6500 SF	3	L	70.02'	8750 SF	0.201 AC
3	H	50.00'	6500 SF	4	L	85.13'	9008 SF	0.207 AC
4	H	50.00'	6722 SF	5	L	58.54'	6314 SF	0.145 AC
5	H	65.14'	9489 SF	6	L	74.24'	7893 SF	0.181 AC
6	H	50.00'	7671 SF	7	L	66.52'	8679 SF	0.193 AC
7	H	50.03'	9355 SF	8	L	66.52'	8679 SF	0.193 AC
8	H	50.03'	9519 SF	9	L	50.00'	6500 SF	0.149 AC
9	H	50.03'	7846 SF	10	L	60.00'	7728 SF	0.177 AC
10	H	50.03'	6821 SF	11	M	50.08'	13108 SF	0.301 AC
11	H	50.03'	6532 SF	12	M	50.02'	13994 SF	0.312 AC
12	H	50.03'	6918 SF	13	M	50.02'	11705 SF	0.269 AC
13	H	50.03'	7537 SF	14	M	50.02'	9201 SF	0.211 AC
14	H	82.10'	12093 SF	901	M	N/A	8040 SF	0.185 AC

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2
A 20.060 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF 61.49
ACRE TRACT DESCRIBED IN DOCUMENT NO. 1704173 IN THE OFFICIAL PUBLIC
RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF THE 0.461 ACRE TRACT, THE 0.158 ACRE
TRACT AND THE 0.0002 ACRE TRACT DESCRIBED IN DOCUMENT NO. 1805891 IN SAID OFFICIAL PUBLIC RECORDS, IN THE
SAMUEL PHARRASS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS, SAID 28.040 ACRE TRACT BEING MORE
FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE
SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (NAD011) EPOCH 2010.00:

METES AND BOUNDS DESCRIPTION FOR

THENCE N 22°04'53" W, ALONG AND WITH THE WEST LINE OF SAID 61.49 ACRE TRACT AND THE EAST LINE OF SAID 198.51 ACRE TRACT, A DISTANCE OF 90.69 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON"; AT THE SOUTHWEST CORNER OF LOT 4, BLOCK C, 6 CREEKS-PHASE 1, SECTION 1,

THENCE ALONG AND WITH SAID 6 CREEKS-PHASE 1, SECTION 1 THE FOLLOWING BEARINGS AND DISTANCES:

N 69°02'44" E, A DISTANCE OF 142.32 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 02°19'00", A CHORD BEARING AND DISTANCE OF S 21°29'11" E, 31.45 FEET, FOR AN ARC LENGTH OF 31.45 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 69°43'24" E, A DISTANCE OF 200.47 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 49°52'02" E, A DISTANCE OF 55.21 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 31°27'21" E, A DISTANCE OF 74.14 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 32°01'21" E, A DISTANCE OF 151.45 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 35°10'02" E, A DISTANCE OF 42.81 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 59°49'14" E, A DISTANCE OF 127.08 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'48" E, A DISTANCE OF 100.00 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 19°49'14" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.98 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'48" E, A DISTANCE OF 90.00 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 79°10'09" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.98 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 59°49'14" E, A DISTANCE OF 50.00 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'48" E, A DISTANCE OF 100.00 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 59°49'14" E, A DISTANCE OF 120.00 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'48" E, A DISTANCE OF 100.00 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'48" E, A DISTANCE OF 90.00 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 35°25'48" E, A DISTANCE OF 91.92 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 59°10'09" E, A DISTANCE OF 36.45 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 59°10'09" E, A DISTANCE OF 57.67 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 49°21'4" E, A DISTANCE OF 64.38 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 49°12'3" W, A DISTANCE OF 120.08 FEET TO A FOUND 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 328.89 FEET, A CENTRAL ANGLE OF 02°28'11", A CHORD BEARING AND DISTANCE OF S 32°32'32" E, 132.28 FEET, FOR AN ARC LENGTH OF 136.42 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 32°32'32" E, A DISTANCE OF 49.88 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°04'11", A CHORD BEARING AND DISTANCE OF S 23°54'41" E, 100.13 FEET, FOR AN ARC LENGTH OF 100.69 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 41°24'02" E, A DISTANCE OF 182.22 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 29°25'00", A CHORD BEARING AND DISTANCE OF S 29°25'00" E, 174.48 FEET, FOR AN ARC LENGTH OF 173.34 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTH-EASTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 24°23'19" E, 20.22 FEET, FOR AN ARC LENGTH OF 21.21 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 85°42'59" E, A DISTANCE OF 59.00 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°04'11", A CHORD BEARING AND DISTANCE OF N 29°21'0" E, 90.57 FEET, FOR AN ARC LENGTH OF 92.74 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 71°10'11" E, A DISTANCE OF 43.79 FEET TO A SET 3/4" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 28°12'04" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.040 ACRES IN HAYS COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN CONNECTION WITH A SURVEY MADE ON THE GROUND UNDER JOB NUMBER 8148-BY PAPE-DAWSON ENGINEERS, INC.

- FINAL PLAT NOTES:**
1. THE FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
 2. THIS PLAT FALLS ENTIRELY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE, AND EAST OF BOTH THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE, AND THE EDWARDS AQUIFER RECHARGE ZONE.
 3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
 4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DETERMINED ON THE FLOOD INSURANCE RATE MAP NO. 4803020701, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPOON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
 6. STREETS TO BE ACCESSIBLE WILL BE CONSTRUCTED WITH CURBS AND GUTTER.
 7. LINEAR FOOTAGE OF STREET IMPROVEMENTS IS 25669.1 LF.
 8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
 9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 8.164 ACRES.
 10. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
 11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE ELEMENTS.
 12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY ASSOCIATIONS.
 13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2003 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE ENTITIES.
 14. THIS SUBDIVISION IS WITHIN THE CITY OF KYLE, TEXAS.
 15. ELECTRICITY PROVIDED BY FERRIERLES ELECTRIC COMPANY.
 16. WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
 17. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
 18. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MALLOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MALLOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MALLOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MALLOX AREA.
 19. FOR THE TWO (2) FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATION SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
 20. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #3 AND 19.
 21. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH #3 (A RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT #1701895) APPROVED BY THE HAYS COUNTY COMMISSIONERS COURT ON MARCH 21, 2017.
 22. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON-SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON-SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MAKE AVAILABLE FOR REVIEW BY THE CITY. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS IN A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 791, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
 23. IN IMPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
 24. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF COLD RIVER RUN, FAWN RIVER RUN, AND PAINTED CREEK WAYS. THOSE SIDEWALKS NOT ADJUTING RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS. SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #488, ARTICLE V, SEC. 10, KYLE CODE)
 25. THE MAINTENANCE OF SIDEWALKS SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 708, SUBCHAPTER 8.03.
 26. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
 27. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (NAD011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NSR COOPERATIVE CORRS NETWORK.
 28. CITY OWNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.

6 CREEKS-PHASE 1, SECTION 2
Civil Job No. 8141-09; Survey Job No. 8141-08

DATE: 08/26/2024 10:20:00 AM; PLOT: 6C-PID-2021-SP-PLAN-UPDATE; PLOT AREA: 20.060 ACRES

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2

A 20.040 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF 61.49 ACRE TRACT DESCRIBED IN DOCUMENT NO. 1703473 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF THE 0.461 ACRE TRACT, THE 0.159 ACRE TRACT AND THE 0.0322 ACRE TRACT DESCRIBED IN DOCUMENT NO. 18025891 IN SAID OFFICIAL PUBLIC RECORDS IN THE SAMUEL PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS.



THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED SEPTEMBER 20, 2017, RECORDED IN DOCUMENT 1703473, AND DEED DATED OCTOBER 5, 2018, RECORDED IN DOCUMENT 18025891, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 28.040 ACRES OF LAND OUT OF THE SAMUEL PHARRAS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 2

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

Clare L. Branson
HMBRR DEVELOPMENT INC.
BY *Clare L. Branson* JAY PHARRAS
VICE PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

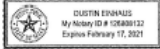
THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED *Sey Hanna* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF *February 11*, A.D. 2020.

Dustin Enghaus
NOTARY PUBLIC, STATE OF TEXAS



Dustin Enghaus
PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES 2/11/21



THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

David A. Casanova
DAVID A. CASANOVA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4221
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TSP# 5, FIRM REGISTRATION NO. 470
TSP# 2, FIRM REGISTRATION NO. 100228000
2000 HWY LOOP 410
SAN ANTONIO, TX 78213

1-29-2020
DATE



THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

Shauna L. Weaver
SHAUNA L. WEAVER
REGISTERED PROFESSIONAL ENGINEER NO. 89512
PAPE-DAWSON ENGINEERS, INC.
TSP# 5, FIRM REGISTRATION NO. 470
TSP# 2, FIRM REGISTRATION NO. 100228000
2000 HWY LOOP 410
SAN ANTONIO, TX 78213

2/11/20
DATE



THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 1703473 AND RECORDED DOCUMENT NUMBER 1704173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS *11* DAY OF *February*, A.D. 2020.

Clare L. Branson
CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
3630 BEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS *11* DAY OF *Feb*, 2020

Ryan Blanton
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NOTARY'S NAME



THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS *11th* DAY OF *February*, A.D. 2020

Ant R. McHutchens
CHAIRPERSON

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

Tom Pyle 2-25-2020
TOM PYLE, P.E., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

Catlyn Strickland 2-25-2020
CATLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

Myra White 2-13-20
DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

Jim Baulin 2/13/20
CITY ENGINEER

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

Catlyn Strickland 2-22-2020
CATLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

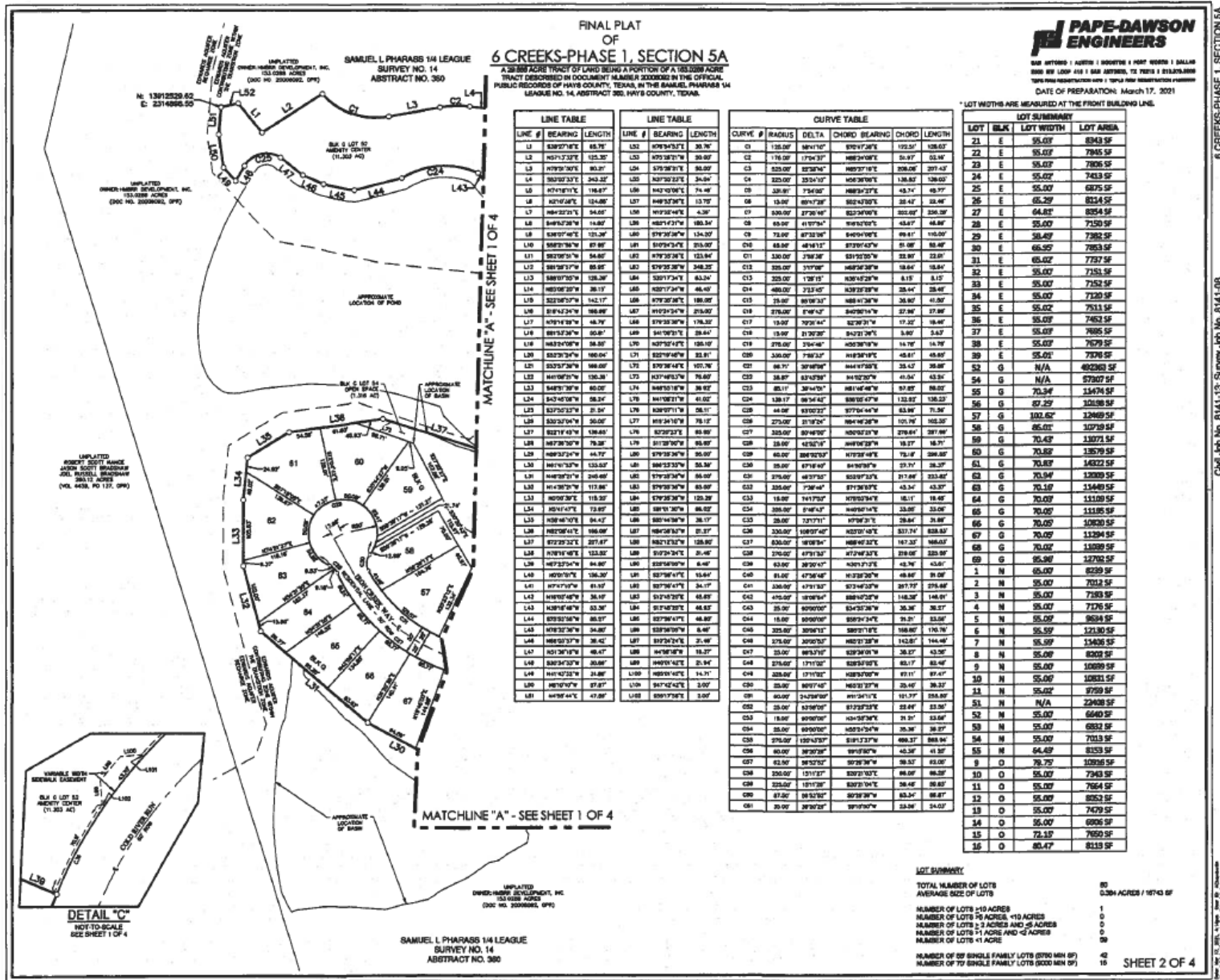
THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE *3* DAY OF *March*, 2020, A.D. AT *1:58* O'CLOCK *P.M.* AND DULY RECORDED ON THE *3* DAY OF *March*, 2020, A.D. AT *8:58* O'CLOCK *A.M.* IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN CTRL# *18663655*.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE *3* DAY OF *March*, 2020, A.D.

Elaine H. Cardenas by *Anthony*
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS





FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 5A

A 26.886 ACRE TRACT OF LAND BEING A PORTION OF A 160.000 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2002083 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAME, PHASES 1A THROUGH 14, ABSTRACT 280, HAYS COUNTY, TEXAS.



545 JEFFERSON | SUITE 100 | NORTH I-10 WEST | SHELBYVILLE, MO 64581
 816.487.1111 | FAX 816.487.1112 | WWW.PAPE-DAWSON.COM
 DATE PREPARED: MARCH 09, 2021

METES AND BOUNDS DESCRIPTION FOR

A 26.886 ACRE MORE OR LESS TRACT OF LAND OUT OF TRACT 26.886 ACRE TRACT DESCRIBED IN DEED TO HABER DEVELOPMENT, INC., ACCORDING TO BOOK 2002083 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE SAME, PHASES 1A THROUGH 14, ABSTRACT 280, HAYS COUNTY, TEXAS, SAID 26.886 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS AND DISTANCES ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 AND 83 (NAD 83) (EPOCH 2011.0):

COMMENCE: AT A POINT BEING THE CORNER OF THE WEST RIGHT-OF-WAY LINE OF OLD BLANCO HWY, A SURVEY PUBLIC RIGHT-OF-WAY, DESCRIBED IN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF LOT 18, BLOCK 5, 6 CREEKS-PHASE 1, SECTION 5A, RECORDED IN DOCUMENT NUMBER 2002083 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

THENCE: S 02°52'30" E, ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF OLD BLANCO HWY, A DISTANCE OF 161.14 FEET TO A POINT.

THENCE: SOUTHWESTERLY, CONTINUING ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF OLD BLANCO HWY, ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3628.95 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET FOR AN ARC LENGTH OF 36.48 FEET TO THE POINT OF BEGINNING OF THE ARCH DESCRIBED TRACT.

THENCE: ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF OLD BLANCO HWY, THE FOLLOWING: BEARING AND DISTANCE:

SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4535 FEET, A CENTRAL ANGLE OF 3°19'48", A CHORD BEARING AND DISTANCE OF S 2°59'58" E, 352.61 FEET, FOR AN ARC LENGTH OF 36.25 FEET TO A POINT.

SOUTHWESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8620 FEET, A CENTRAL ANGLE OF 41°12'58", A CHORD BEARING AND DISTANCE OF S 11°02'58" E, 481 FEET, FOR AN ARC LENGTH OF 42.8 FEET TO A POINT.

SOUTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 73.02 FEET, A CENTRAL ANGLE OF 87°20'48", A CHORD BEARING AND DISTANCE OF S 4°10'59" E, 88.1 FEET, FOR AN ARC LENGTH OF 119.99 FEET TO A POINT.

THENCE: DEPARTING THE WEST RIGHT-OF-WAY LINE OF OLD BLANCO HWY, OVER AND ACROSS SAID 161.1400 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3628.95 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET, FOR AN ARC LENGTH OF 36.48 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 148 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 47.85 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 44.85 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 58.85 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 58.15 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 162.15 FEET TO A POINT.

SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4275 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET, FOR AN ARC LENGTH OF 36.48 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 158.85 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 47.85 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 58.15 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 171.85 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 162.15 FEET TO A POINT.

SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3258 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET, FOR AN ARC LENGTH OF 36.48 FEET TO A POINT.

S 02°52'30" E, A DISTANCE OF 168.85 FEET TO A POINT.

NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4848 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET, FOR AN ARC LENGTH OF 36.48 FEET TO A POINT.

S 4°10'59" E, A DISTANCE OF 158.85 FEET TO A POINT.

SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3258 FEET, A CENTRAL ANGLE OF 0°19'58", A CHORD BEARING AND DISTANCE OF S 84°40'59" E, 36.85 FEET, FOR AN ARC LENGTH OF 36.48 FEET TO A POINT.

S 04°52'30" E, A DISTANCE OF 32.85 FEET TO A POINT.

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4535 FEET, A CENTRAL ANGLE OF 3°19'48", A CHORD BEARING AND DISTANCE OF S 2°59'58" E, 352.61 FEET, FOR AN ARC LENGTH OF 36.25 FEET TO A POINT.

SOUTHWESTERLY, ALONG A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4535 FEET, A CENTRAL ANGLE OF 3°19'48", A CHORD BEARING AND DISTANCE OF S 2°59'58" E, 352.61 FEET, FOR AN ARC LENGTH OF 36.25 FEET TO A POINT.

N 81°12'58" E, A DISTANCE OF 352.61 FEET TO A POINT.

N 4°52'30" E, A DISTANCE OF 348.85 FEET TO A POINT.

N 4°52'30" E, A DISTANCE OF 113.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 113.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 75.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 84.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

N 02°52'30" E, A DISTANCE OF 37.85 FEET TO A POINT.

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP AND, ADDITIONALLY, EFFECTIVE DATE OF FLOODING 3.308, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE SURVEYED AND APPROVED WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSIBLE SHALL BE CONSTRUCTED WITH CURBS AND GUTTERS.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS, AS PER L.P.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY - 47.52 ACRES.
10. ALL STREETS TO BE PUBLIC, PAVED AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING TREES OR LANDSCAPING WOULD INTERFERE WITH CONFORMANCE OF STORM WATER INFILTRATION AND/OR STORAGE REQUIREMENTS.
12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION POND AND RIGHT OF WAY TO THE FUNDAMENTAL TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION.
13. EXISTING PEDESTRIAN CROSSINGS AND OTHER PUBLIC UTILITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL BE MAINTAINED OR REPLACED AT THE EXPENSE OF THE CITY OF KYLE, TEXAS.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. GAS IS PROVIDED BY COUNTRYWIDE ENERGY (CWE) (800-427-4272).
16. ELECTRICITY IS PROVIDED BY PRECOULDES ELECTRIC COMPANY (888-954-4737).
17. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
18. WATERWATER IS PROVIDED BY THE CITY OF KYLE, TEXAS, (937-392-3900 (SEE NOTE AREA)).
19. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS, (937-392-3900).
20. INTERSECTIONS IS PROVIDED BY PRECOULDES ELECTRIC COMPANY (888-954-4737).
21. TRASH IS PROVIDED BY TEXAS DISPOSAL SYSTEMS (800-370-8575).
22. THE RECONSTRUCTION STANDARDS FOR MALLOWS INSTALLMENT WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND RESOLVING ALL SUCH MALLOWS TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MALLOWS SHALL HAVE A SEPARATE LIGHTSTREET LIGHT TO ILLUMINATE THE MALLOWS AREA.
23. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPMENT RAINFALL RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RAINFALL RATES. PRE AND POST DEVELOPMENT RAINFALL CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION STANDARDS FOR THIS SUBDIVISION.
24. THIS SITE IS LOCATED WITHIN HAYS COUNTY, TEXAS AND IS.
25. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH PHASE ONE SUBDIVISION, AREA 28-ANNEXATION AND DEVELOPMENT AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONERS COURT ON MARCH 21, 2017.
26. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND MAINTAIN A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL, CONTROL, MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETURNED ON SITE, SUCH AS AT THE OFFICE OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY. IN ORDER TO PROMOTE SAFE USE OF ROADSWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADS AND DRIVEWAYS CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 251, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
27. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BOUNDARIES OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHWAYS DELINEATED AND SHOWN ON THIS PLAT, AND ALL SIDINGS AND COLLECTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHWAYS, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ABSENCE NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THROUGHWAYS SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR COLLECTS IN CONNECTION THEREWITH.
28. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF IRON GREY WAY, SAID EAGLE LAKE, AND LEFT FORK DRIVE. THESE SIDEWALKS NOT BEING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #428, ARTICLE V, SEC 18, KYLE CODE).
29. ALL CURBETS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 701, SUBCHAPTER 1.0.2.
30. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THE SUBDIVISIONS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
31. ROAD WAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH PHASE 1 RESIDENTIAL AREA 28-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT # 170898).
32. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (EPOCH 2011.0) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE 888 COOPERATIVE CORNER NETWORK.
33. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG MAG WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
34. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET FROM A FIVE (5) FOOT SIDEWALK TO THE PROPERTY LINE. THIS EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT, A TEN (10) FOOT SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.
35. DIMENSIONS SHOWN ARE SURFACE.
36. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

6 CREEKS-PHASE 1, SECTION 5A
 Civil Job No. 8141-13; Survey Job No. 8141-08

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 5A
A 26.888 ACRE TRACT OF LAND BEING A PORTION OF A 162.000 ACRE
TRACT DESCRIBED IN DOCUMENT NUMBER 808888 IN THE OFFICIAL
PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SHARPLE, PHARRIS &
LEAGUE NO. 14, ABSTRACT 386, HAYS COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**
5401 WEST 148TH STREET, SUITE 100, HOUSTON, TEXAS 77040
DATE OF PREPARATION: February 25, 2021

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HERRIT DEVELOPMENT, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS COMPLETED BY DEED DATED FEBRUARY 14, 2020, RECORDED IN DOCUMENT 200082, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 26.888 ACRES OF LAND OUT OF THE SHARPLE, PHARRIS & LEAGUE SURVEY NO. 14, ABSTRACT 386, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 5A

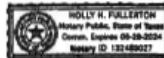
IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

[Signature]
HERRIT DEVELOPMENT, INC.
BY: BLAKE MADGE
PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED *[Signature]* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND WHOSE ACKNOWLEDGMENT TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HERIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF March, A.D. 2021.

[Signature]
Holly H. Fullerton
NOTARY PUBLIC, STATE OF TEXAS



[Signature]
Holly H. Fullerton
PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES: 9/28/2024

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OUT AS SHOWN HEREON.

[Signature]
DAVID GARDENAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4261
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TPEL, FIRM REGISTRATION NO. 479
TPELA, FIRM REGISTRATION NO. 1020880
2302 HWY LOOP 410
SAN ANTONIO, TX 78213

3-8-2021
DATE



THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROFESSIONAL ENGINEERING SUPERVISION HAS BEEN GIVEN THIS PLAT.

[Signature]
RENECCA ANNI CARROLL
REGISTERED PROFESSIONAL ENGINEER NO. 92606
PAPE-DAWSON ENGINEERS, INC.
TPEL, FIRM REGISTRATION NO. 479
TPELA, FIRM REGISTRATION NO. 1020880
2302 HWY LOOP 410
SAN ANTONIO, TX 78213

3-6-2021
DATE



THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 175819 AND RECORDED DOCUMENT NUMBER 175817, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11 DAY OF March, A.D. 2021

[Signature]
CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
300 SEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN 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 CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11 DAY OF March, 2021

[Signature]
DEREK MERTZOK
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NOTARY'S NAME



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. GROUNDWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST AVAILABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERPUMP SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

[Signature] 3-27-2021
YOSHIOKA, R.E. CLM
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

[Signature] 05-22-21
MARCO PADRICO
INTERIM DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REMOVED BY:
[Signature] 3-17-21
DIRECTOR OF PUBLIC WORKS

REMOVED BY:
[Signature] 3/16/21
CITY ENGINEER

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

[Signature] 07-22-21
MARCO PADRICO
INTERIM DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. GARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24 DAY OF MARCH, 2021, A.D. AT 3:00 O'CLOCK, P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN OFFICE 21014.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE 24 DAY OF MARCH, 2021, A.D.

[Signature]
ELAINE H. GARDENAS by: *[Signature]*, Deputy
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS 12 DAY OF JANUARY, 2021

[Signature]
MICHELLE CHRISTIE MADAM CHAIR

6 CREEKS-PHASE 1, SECTION 5A CIVL Job No. 8141-13, Survey Job No. 8141-28

EXHIBIT C – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

Improvement Area #1:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4

Improvement Area #2:

- Lot Type 6
- Lot Type 8

[Remainder of page left intentionally blank.]

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 1

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 1 ASSESSMENT: \$30,310.07

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 1 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$30,310.07, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Overcollection / (Credit)	Total Installment
	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest			
1/31/2022	\$ 495.39	\$ 861.88	\$ 95.30	\$ 325.91	\$ 371.02	\$ 56.25	\$ 76.86	\$ (327.42)	\$ 1,955.19
1/31/2023	\$ 521.46	\$ 842.69	\$ 92.82	\$ 325.91	\$ 362.87	\$ 54.62	\$ 78.39	\$ -	\$ 2,278.78
1/31/2024	\$ 547.54	\$ 822.48	\$ 90.21	\$ 325.91	\$ 354.73	\$ 52.99	\$ 79.96	\$ -	\$ 2,273.83
1/31/2025	\$ 560.57	\$ 801.26	\$ 87.48	\$ 351.99	\$ 346.58	\$ 51.36	\$ 81.56	\$ -	\$ 2,280.80
1/31/2026	\$ 586.65	\$ 778.14	\$ 84.67	\$ 351.99	\$ 337.78	\$ 49.60	\$ 83.19	\$ -	\$ 2,272.02
1/31/2027	\$ 612.72	\$ 753.94	\$ 81.74	\$ 365.02	\$ 327.22	\$ 47.84	\$ 84.86	\$ -	\$ 2,273.34
1/31/2028	\$ 638.79	\$ 728.66	\$ 78.68	\$ 378.06	\$ 316.27	\$ 46.02	\$ 86.55	\$ -	\$ 2,273.03
1/31/2029	\$ 664.87	\$ 702.31	\$ 75.48	\$ 391.10	\$ 304.93	\$ 44.13	\$ 88.28	\$ -	\$ 2,271.10
1/31/2030	\$ 690.94	\$ 674.89	\$ 72.16	\$ 404.13	\$ 293.19	\$ 42.17	\$ 90.05	\$ -	\$ 2,267.54
1/31/2031	\$ 717.01	\$ 642.93	\$ 68.70	\$ 430.21	\$ 281.07	\$ 40.15	\$ 91.85	\$ -	\$ 2,271.93
1/31/2032	\$ 756.12	\$ 609.77	\$ 65.12	\$ 443.24	\$ 266.01	\$ 38.00	\$ 93.69	\$ -	\$ 2,271.96
1/31/2033	\$ 782.20	\$ 574.80	\$ 61.34	\$ 469.32	\$ 250.50	\$ 35.79	\$ 95.56	\$ -	\$ 2,269.50
1/31/2034	\$ 821.31	\$ 538.62	\$ 57.43	\$ 495.39	\$ 234.07	\$ 33.44	\$ 97.47	\$ -	\$ 2,277.73
1/31/2035	\$ 860.42	\$ 500.64	\$ 53.32	\$ 508.43	\$ 216.73	\$ 30.96	\$ 99.42	\$ -	\$ 2,269.92
1/31/2036	\$ 899.52	\$ 460.84	\$ 49.02	\$ 534.50	\$ 198.94	\$ 28.42	\$ 101.41	\$ -	\$ 2,272.66
1/31/2037	\$ 938.63	\$ 419.24	\$ 44.52	\$ 560.57	\$ 180.23	\$ 25.75	\$ 103.44	\$ -	\$ 2,272.39
1/31/2038	\$ 990.78	\$ 375.83	\$ 39.83	\$ 573.61	\$ 160.61	\$ 22.94	\$ 105.51	\$ -	\$ 2,269.11
1/31/2039	\$ 1,029.89	\$ 330.01	\$ 34.87	\$ 599.68	\$ 140.53	\$ 20.08	\$ 107.62	\$ -	\$ 2,262.68
1/31/2040	\$ 1,082.04	\$ 282.37	\$ 29.72	\$ 625.76	\$ 119.55	\$ 17.08	\$ 109.77	\$ -	\$ 2,266.28
1/31/2041	\$ 1,134.18	\$ 230.98	\$ 24.31	\$ 651.83	\$ 97.64	\$ 13.95	\$ 111.97	\$ -	\$ 2,264.86
1/31/2042	\$ 1,186.33	\$ 177.10	\$ 18.64	\$ 677.90	\$ 74.83	\$ 10.69	\$ 114.21	\$ -	\$ 2,259.70
1/31/2043	\$ 1,238.48	\$ 120.75	\$ 12.71	\$ 717.01	\$ 51.10	\$ 7.30	\$ 116.49	\$ -	\$ 2,263.84
1/31/2044	\$ 1,303.66	\$ 61.92	\$ 6.52	\$ 743.09	\$ 26.01	\$ 3.72	\$ 118.82	\$ -	\$ 2,263.73
Total	\$ 19,059.50	\$ 12,292.06	\$ 1,324.58	\$ 11,250.58	\$ 5,312.41	\$ 773.27	\$ 2,216.95	\$ (327.42)	\$ 51,901.91

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] The amount due 1/31/21 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment due

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 2

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 2 ASSESSMENT: \$33,473.91

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$33,473.91, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Overcollection / (Credit)	Total Installment
	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest			
1/31/2022	\$ 547.10	\$ 951.85	\$ 105.24	\$ 359.93	\$ 409.75	\$ 62.12	\$ 84.88	\$ (361.60)	\$ 2,159.28
1/31/2023	\$ 575.90	\$ 930.65	\$ 102.51	\$ 359.93	\$ 400.75	\$ 60.33	\$ 86.58	\$ -	\$ 2,516.64
1/31/2024	\$ 604.69	\$ 908.33	\$ 99.63	\$ 359.93	\$ 391.75	\$ 58.53	\$ 88.31	\$ -	\$ 2,511.17
1/31/2025	\$ 619.09	\$ 884.90	\$ 96.61	\$ 388.73	\$ 382.75	\$ 56.73	\$ 90.08	\$ -	\$ 2,518.88
1/31/2026	\$ 647.88	\$ 859.36	\$ 93.51	\$ 388.73	\$ 373.04	\$ 54.78	\$ 91.88	\$ -	\$ 2,509.18
1/31/2027	\$ 676.68	\$ 832.64	\$ 90.27	\$ 403.13	\$ 361.37	\$ 52.84	\$ 93.71	\$ -	\$ 2,510.64
1/31/2028	\$ 705.47	\$ 804.72	\$ 86.89	\$ 417.52	\$ 349.28	\$ 50.82	\$ 95.59	\$ -	\$ 2,510.30
1/31/2029	\$ 734.27	\$ 775.62	\$ 83.36	\$ 431.92	\$ 336.75	\$ 48.74	\$ 97.50	\$ -	\$ 2,508.16
1/31/2030	\$ 763.06	\$ 745.33	\$ 79.69	\$ 446.32	\$ 323.80	\$ 46.58	\$ 99.45	\$ -	\$ 2,504.23
1/31/2031	\$ 791.86	\$ 710.04	\$ 75.87	\$ 475.11	\$ 310.41	\$ 44.34	\$ 101.44	\$ -	\$ 2,509.08
1/31/2032	\$ 835.05	\$ 673.42	\$ 71.91	\$ 489.51	\$ 293.78	\$ 41.97	\$ 103.47	\$ -	\$ 2,509.11
1/31/2033	\$ 863.84	\$ 634.80	\$ 67.74	\$ 518.31	\$ 276.65	\$ 39.52	\$ 105.54	\$ -	\$ 2,506.39
1/31/2034	\$ 907.04	\$ 594.85	\$ 63.42	\$ 547.10	\$ 258.50	\$ 36.93	\$ 107.65	\$ -	\$ 2,515.48
1/31/2035	\$ 950.23	\$ 552.90	\$ 58.89	\$ 561.50	\$ 239.36	\$ 34.19	\$ 109.80	\$ -	\$ 2,506.86
1/31/2036	\$ 993.42	\$ 508.95	\$ 54.13	\$ 590.29	\$ 219.70	\$ 31.39	\$ 112.00	\$ -	\$ 2,509.88
1/31/2037	\$ 1,036.61	\$ 463.00	\$ 49.17	\$ 619.09	\$ 199.04	\$ 28.43	\$ 114.24	\$ -	\$ 2,509.58
1/31/2038	\$ 1,094.20	\$ 415.06	\$ 43.98	\$ 633.48	\$ 177.38	\$ 25.34	\$ 116.52	\$ -	\$ 2,505.97
1/31/2039	\$ 1,137.39	\$ 364.45	\$ 38.51	\$ 662.28	\$ 155.20	\$ 22.17	\$ 118.85	\$ -	\$ 2,498.87
1/31/2040	\$ 1,194.98	\$ 311.85	\$ 32.83	\$ 691.07	\$ 132.02	\$ 18.86	\$ 121.23	\$ -	\$ 2,502.84
1/31/2041	\$ 1,252.57	\$ 255.09	\$ 26.85	\$ 719.87	\$ 107.84	\$ 15.41	\$ 123.65	\$ -	\$ 2,501.27
1/31/2042	\$ 1,310.16	\$ 195.59	\$ 20.59	\$ 748.66	\$ 82.64	\$ 11.81	\$ 126.13	\$ -	\$ 2,495.58
1/31/2043	\$ 1,367.75	\$ 133.36	\$ 14.04	\$ 791.86	\$ 56.44	\$ 8.06	\$ 128.65	\$ -	\$ 2,500.15
1/31/2044	\$ 1,439.74	\$ 68.39	\$ 7.20	\$ 820.65	\$ 28.72	\$ 4.10	\$ 131.22	\$ -	\$ 2,500.02
Total	\$ 21,048.97	\$ 13,575.13	\$ 1,462.85	\$ 12,424.94	\$ 5,866.93	\$ 853.98	\$ 2,448.36	\$ (361.60)	\$ 57,319.56

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] The amount due 1/31/21 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment due

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 3

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 3 ASSESSMENT: \$37,887.59

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$37,887.59, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Overcollection / (Credit)	Total Installment
	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest			
1/31/2022	\$ 619.24	\$ 1,077.35	\$ 119.12	\$ 407.39	\$ 463.78	\$ 70.32	\$ 96.07	\$ (409.28)	\$ 2,443.99
1/31/2023	\$ 651.83	\$ 1,053.36	\$ 116.03	\$ 407.39	\$ 453.59	\$ 68.28	\$ 97.99	\$ -	\$ 2,848.47
1/31/2024	\$ 684.42	\$ 1,028.10	\$ 112.77	\$ 407.39	\$ 443.41	\$ 66.24	\$ 99.95	\$ -	\$ 2,842.28
1/31/2025	\$ 700.72	\$ 1,001.58	\$ 109.34	\$ 439.98	\$ 433.22	\$ 64.21	\$ 101.95	\$ -	\$ 2,851.00
1/31/2026	\$ 733.31	\$ 972.67	\$ 105.84	\$ 439.98	\$ 422.22	\$ 62.01	\$ 103.99	\$ -	\$ 2,840.03
1/31/2027	\$ 765.90	\$ 942.42	\$ 102.17	\$ 456.28	\$ 409.02	\$ 59.81	\$ 106.07	\$ -	\$ 2,841.68
1/31/2028	\$ 798.49	\$ 910.83	\$ 98.34	\$ 472.58	\$ 395.33	\$ 57.52	\$ 108.19	\$ -	\$ 2,841.29
1/31/2029	\$ 831.08	\$ 877.89	\$ 94.35	\$ 488.87	\$ 381.16	\$ 55.16	\$ 110.36	\$ -	\$ 2,838.87
1/31/2030	\$ 863.67	\$ 843.61	\$ 90.20	\$ 505.17	\$ 366.49	\$ 52.72	\$ 112.56	\$ -	\$ 2,834.42
1/31/2031	\$ 896.27	\$ 803.67	\$ 85.88	\$ 537.76	\$ 351.34	\$ 50.19	\$ 114.81	\$ -	\$ 2,839.91
1/31/2032	\$ 945.15	\$ 762.21	\$ 81.40	\$ 554.06	\$ 332.51	\$ 47.50	\$ 117.11	\$ -	\$ 2,839.95
1/31/2033	\$ 977.74	\$ 718.50	\$ 76.67	\$ 586.65	\$ 313.12	\$ 44.73	\$ 119.45	\$ -	\$ 2,836.87
1/31/2034	\$ 1,026.63	\$ 673.28	\$ 71.78	\$ 619.24	\$ 292.59	\$ 41.80	\$ 121.84	\$ -	\$ 2,847.16
1/31/2035	\$ 1,075.52	\$ 625.80	\$ 66.65	\$ 635.53	\$ 270.92	\$ 38.70	\$ 124.28	\$ -	\$ 2,837.40
1/31/2036	\$ 1,124.41	\$ 576.05	\$ 61.27	\$ 668.13	\$ 248.67	\$ 35.52	\$ 126.76	\$ -	\$ 2,840.82
1/31/2037	\$ 1,173.29	\$ 524.05	\$ 55.65	\$ 700.72	\$ 225.29	\$ 32.18	\$ 129.30	\$ -	\$ 2,840.48
1/31/2038	\$ 1,238.48	\$ 469.79	\$ 49.78	\$ 717.01	\$ 200.76	\$ 28.68	\$ 131.89	\$ -	\$ 2,836.39
1/31/2039	\$ 1,287.36	\$ 412.51	\$ 43.59	\$ 749.60	\$ 175.67	\$ 25.10	\$ 134.52	\$ -	\$ 2,828.35
1/31/2040	\$ 1,352.55	\$ 352.97	\$ 37.15	\$ 782.20	\$ 149.43	\$ 21.35	\$ 137.21	\$ -	\$ 2,832.86
1/31/2041	\$ 1,417.73	\$ 288.72	\$ 30.39	\$ 814.79	\$ 122.06	\$ 17.44	\$ 139.96	\$ -	\$ 2,831.08
1/31/2042	\$ 1,482.91	\$ 221.38	\$ 23.30	\$ 847.38	\$ 93.54	\$ 13.36	\$ 142.76	\$ -	\$ 2,824.63
1/31/2043	\$ 1,548.10	\$ 150.94	\$ 15.89	\$ 896.27	\$ 63.88	\$ 9.13	\$ 145.61	\$ -	\$ 2,829.81
1/31/2044	\$ 1,629.57	\$ 77.40	\$ 8.15	\$ 928.86	\$ 32.51	\$ 4.64	\$ 148.52	\$ -	\$ 2,829.66
Total	\$ 23,824.37	\$ 15,365.07	\$ 1,655.73	\$ 14,063.22	\$ 6,640.51	\$ 966.58	\$ 2,771.18	\$ (409.28)	\$ 64,877.39

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] The amount due 1/31/21 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment due

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 4

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 4 ASSESSMENT: \$45,646.24

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$45,646.24, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Overcollection / (Credit)	Total Installment
	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest			
1/31/2022	\$ 746.05	\$ 1,297.97	\$ 143.52	\$ 490.82	\$ 558.75	\$ 84.72	\$ 115.75	\$ (493.09)	\$ 2,944.47
1/31/2023	\$ 785.31	\$ 1,269.06	\$ 139.79	\$ 490.82	\$ 546.48	\$ 82.26	\$ 118.06	\$ -	\$ 3,431.78
1/31/2024	\$ 824.58	\$ 1,238.63	\$ 135.86	\$ 490.82	\$ 534.21	\$ 79.81	\$ 120.42	\$ -	\$ 3,424.33
1/31/2025	\$ 844.21	\$ 1,206.68	\$ 131.74	\$ 530.09	\$ 521.94	\$ 77.35	\$ 122.83	\$ -	\$ 3,434.83
1/31/2026	\$ 883.48	\$ 1,171.86	\$ 127.51	\$ 530.09	\$ 508.69	\$ 74.70	\$ 125.29	\$ -	\$ 3,421.61
1/31/2027	\$ 922.74	\$ 1,135.41	\$ 123.10	\$ 549.72	\$ 492.78	\$ 72.05	\$ 127.79	\$ -	\$ 3,423.60
1/31/2028	\$ 962.01	\$ 1,097.35	\$ 118.48	\$ 569.35	\$ 476.29	\$ 69.30	\$ 130.35	\$ -	\$ 3,423.14
1/31/2029	\$ 1,001.27	\$ 1,057.67	\$ 113.67	\$ 588.98	\$ 459.21	\$ 66.46	\$ 132.95	\$ -	\$ 3,420.22
1/31/2030	\$ 1,040.54	\$ 1,016.37	\$ 108.67	\$ 608.62	\$ 441.54	\$ 63.51	\$ 135.61	\$ -	\$ 3,414.86
1/31/2031	\$ 1,079.80	\$ 968.24	\$ 103.46	\$ 647.88	\$ 423.28	\$ 60.47	\$ 138.33	\$ -	\$ 3,421.47
1/31/2032	\$ 1,138.70	\$ 918.30	\$ 98.07	\$ 667.51	\$ 400.61	\$ 57.23	\$ 141.09	\$ -	\$ 3,421.51
1/31/2033	\$ 1,177.97	\$ 865.63	\$ 92.37	\$ 706.78	\$ 377.24	\$ 53.89	\$ 143.91	\$ -	\$ 3,417.81
1/31/2034	\$ 1,236.87	\$ 811.15	\$ 86.48	\$ 746.05	\$ 352.51	\$ 50.36	\$ 146.79	\$ -	\$ 3,430.21
1/31/2035	\$ 1,295.76	\$ 753.95	\$ 80.30	\$ 765.68	\$ 326.40	\$ 46.63	\$ 149.73	\$ -	\$ 3,418.44
1/31/2036	\$ 1,354.66	\$ 694.02	\$ 73.82	\$ 804.94	\$ 299.60	\$ 42.80	\$ 152.72	\$ -	\$ 3,422.57
1/31/2037	\$ 1,413.56	\$ 631.37	\$ 67.05	\$ 844.21	\$ 271.42	\$ 38.77	\$ 155.78	\$ -	\$ 3,422.16
1/31/2038	\$ 1,492.09	\$ 565.99	\$ 59.98	\$ 863.84	\$ 241.88	\$ 34.55	\$ 158.89	\$ -	\$ 3,417.23
1/31/2039	\$ 1,550.99	\$ 496.98	\$ 52.52	\$ 903.11	\$ 211.64	\$ 30.23	\$ 162.07	\$ -	\$ 3,407.54
1/31/2040	\$ 1,629.52	\$ 425.25	\$ 44.76	\$ 942.37	\$ 180.03	\$ 25.72	\$ 165.31	\$ -	\$ 3,412.97
1/31/2041	\$ 1,708.05	\$ 347.84	\$ 36.62	\$ 981.64	\$ 147.05	\$ 21.01	\$ 168.62	\$ -	\$ 3,410.83
1/31/2042	\$ 1,786.58	\$ 266.71	\$ 28.07	\$ 1,020.91	\$ 112.69	\$ 16.10	\$ 171.99	\$ -	\$ 3,403.06
1/31/2043	\$ 1,865.12	\$ 181.85	\$ 19.14	\$ 1,079.80	\$ 76.96	\$ 10.99	\$ 175.43	\$ -	\$ 3,409.30
1/31/2044	\$ 1,963.28	\$ 93.26	\$ 9.82	\$ 1,119.07	\$ 39.17	\$ 5.60	\$ 178.94	\$ -	\$ 3,409.12
Total	\$ 28,703.14	\$ 18,511.54	\$ 1,994.79	\$ 16,943.10	\$ 8,000.36	\$ 1,164.52	\$ 3,338.67	\$ (493.09)	\$ 78,163.03

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] The amount due 1/31/21 was billed prior to the issuance of the Improvement Area #1 Additional Bonds, which resulted in interest savings that will be applied to the Annual Installment due

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 6

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 6 ASSESSMENT: \$39,196.43

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 6 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$39,196.43, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Annual Installment Due	Lot Type 6 - Improvement Area #2 Bonds			Lot Type 6 - Improvement Area #2 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Reserve	Principal	Interest [b]		
1/31/2022	\$ 607.14	\$ 822.05	\$ 115.45	\$ 428.57	\$ 334.22	\$ 98.73	\$ 2,406.17
1/31/2023	\$ 625.00	\$ 806.12	\$ 112.41	\$ 357.14	\$ 705.54	\$ 100.71	\$ 2,706.91
1/31/2024	\$ 642.86	\$ 789.71	\$ 109.29	\$ 357.14	\$ 689.46	\$ 102.72	\$ 2,691.18
1/31/2025	\$ 660.71	\$ 772.83	\$ 106.07	\$ 375.00	\$ 673.39	\$ 104.78	\$ 2,692.79
1/31/2026	\$ 678.57	\$ 755.49	\$ 102.77	\$ 410.71	\$ 656.52	\$ 106.87	\$ 2,710.93
1/31/2027	\$ 696.43	\$ 734.29	\$ 99.38	\$ 428.57	\$ 638.04	\$ 109.01	\$ 2,705.70
1/31/2028	\$ 714.29	\$ 712.52	\$ 95.89	\$ 446.43	\$ 618.75	\$ 111.19	\$ 2,699.07
1/31/2029	\$ 750.00	\$ 690.20	\$ 92.32	\$ 482.14	\$ 598.66	\$ 113.41	\$ 2,726.74
1/31/2030	\$ 767.86	\$ 666.76	\$ 88.57	\$ 500.00	\$ 576.96	\$ 115.68	\$ 2,715.84
1/31/2031	\$ 785.71	\$ 642.77	\$ 84.73	\$ 517.86	\$ 554.46	\$ 117.99	\$ 2,703.53
1/31/2032	\$ 821.43	\$ 614.29	\$ 80.80	\$ 535.71	\$ 531.16	\$ 120.35	\$ 2,703.75
1/31/2033	\$ 857.14	\$ 584.51	\$ 76.70	\$ 571.43	\$ 507.05	\$ 122.76	\$ 2,719.59
1/31/2034	\$ 875.00	\$ 553.44	\$ 72.41	\$ 607.14	\$ 481.34	\$ 125.22	\$ 2,714.55
1/31/2035	\$ 910.71	\$ 521.72	\$ 68.04	\$ 642.86	\$ 454.02	\$ 127.72	\$ 2,725.06
1/31/2036	\$ 946.43	\$ 488.71	\$ 63.48	\$ 660.71	\$ 425.09	\$ 130.27	\$ 2,714.69
1/31/2037	\$ 982.14	\$ 454.40	\$ 58.75	\$ 696.43	\$ 395.36	\$ 132.88	\$ 2,719.96
1/31/2038	\$ 1,017.86	\$ 418.79	\$ 53.84	\$ 732.14	\$ 364.02	\$ 135.54	\$ 2,722.19
1/31/2039	\$ 1,053.57	\$ 381.90	\$ 48.75	\$ 767.86	\$ 331.07	\$ 138.25	\$ 2,721.40
1/31/2040	\$ 1,107.14	\$ 343.71	\$ 43.48	\$ 803.57	\$ 296.52	\$ 141.01	\$ 2,735.43
1/31/2041	\$ 1,142.86	\$ 303.57	\$ 37.95	\$ 857.14	\$ 260.36	\$ 143.83	\$ 2,745.71
1/31/2042	\$ 1,196.43	\$ 257.86	\$ 32.23	\$ 892.86	\$ 221.79	\$ 146.71	\$ 2,747.87
1/31/2043	\$ 1,232.14	\$ 210.00	\$ 26.25	\$ 946.43	\$ 181.61	\$ 149.64	\$ 2,746.07
1/31/2044	\$ 1,285.71	\$ 160.71	\$ 20.09	\$ 982.14	\$ 139.02	\$ 152.64	\$ 2,740.32
1/31/2045	\$ 1,339.29	\$ 109.29	\$ 13.66	\$ 1,035.71	\$ 94.82	\$ 155.69	\$ 2,748.46
1/31/2046	\$ 1,392.86	\$ 55.71	\$ 6.96	\$ 1,071.43	\$ 48.21	\$ 158.80	\$ 2,733.98
Total	\$ 23,089.29	\$ 12,851.34	\$ 1,710.27	\$ 16,107.14	\$ 10,777.44	\$ 3,162.42	\$ 67,697.89

[a] Calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at a 4.50% rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 8

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF KYLE, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

LOT TYPE 8 ASSESSMENT: \$53,449.68

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE LOT TYPE 8 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$53,449.68, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

Annual Installment Due	Lot Type 8 - Improvement Area #2 Bonds			Lot Type 8 - Improvement Area #2 Reimbursement Obligation		Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Reserve	Principal	Interest [b]		
1/31/2022	\$ 827.92	\$ 1,120.98	\$ 157.43	\$ 584.42	\$ 455.76	\$ 134.63	\$ 3,281.14
1/31/2023	\$ 852.27	\$ 1,099.25	\$ 153.29	\$ 487.01	\$ 962.09	\$ 137.33	\$ 3,691.24
1/31/2024	\$ 876.62	\$ 1,076.88	\$ 149.03	\$ 487.01	\$ 940.18	\$ 140.07	\$ 3,669.79
1/31/2025	\$ 900.97	\$ 1,053.87	\$ 144.64	\$ 511.36	\$ 918.26	\$ 142.88	\$ 3,671.98
1/31/2026	\$ 925.32	\$ 1,030.22	\$ 140.14	\$ 560.06	\$ 895.25	\$ 145.73	\$ 3,696.73
1/31/2027	\$ 949.68	\$ 1,001.30	\$ 135.51	\$ 584.42	\$ 870.05	\$ 148.65	\$ 3,689.60
1/31/2028	\$ 974.03	\$ 971.62	\$ 130.76	\$ 608.77	\$ 843.75	\$ 151.62	\$ 3,680.55
1/31/2029	\$ 1,022.73	\$ 941.18	\$ 125.89	\$ 657.47	\$ 816.36	\$ 154.65	\$ 3,718.28
1/31/2030	\$ 1,047.08	\$ 909.22	\$ 120.78	\$ 681.82	\$ 786.77	\$ 157.75	\$ 3,703.41
1/31/2031	\$ 1,071.43	\$ 876.50	\$ 115.54	\$ 706.17	\$ 756.09	\$ 160.90	\$ 3,686.63
1/31/2032	\$ 1,120.13	\$ 837.66	\$ 110.19	\$ 730.52	\$ 724.31	\$ 164.12	\$ 3,686.93
1/31/2033	\$ 1,168.83	\$ 797.06	\$ 104.59	\$ 779.22	\$ 691.44	\$ 167.40	\$ 3,708.53
1/31/2034	\$ 1,193.18	\$ 754.69	\$ 98.74	\$ 827.92	\$ 656.37	\$ 170.75	\$ 3,701.65
1/31/2035	\$ 1,241.88	\$ 711.43	\$ 92.78	\$ 876.62	\$ 619.12	\$ 174.16	\$ 3,716.00
1/31/2036	\$ 1,290.58	\$ 666.42	\$ 86.57	\$ 900.97	\$ 579.67	\$ 177.65	\$ 3,701.86
1/31/2037	\$ 1,339.29	\$ 619.63	\$ 80.11	\$ 949.68	\$ 539.12	\$ 181.20	\$ 3,709.03
1/31/2038	\$ 1,387.99	\$ 571.08	\$ 73.42	\$ 998.38	\$ 496.39	\$ 184.82	\$ 3,712.08
1/31/2039	\$ 1,436.69	\$ 520.77	\$ 66.48	\$ 1,047.08	\$ 451.46	\$ 188.52	\$ 3,710.99
1/31/2040	\$ 1,509.74	\$ 468.69	\$ 59.29	\$ 1,095.78	\$ 404.34	\$ 192.29	\$ 3,730.14
1/31/2041	\$ 1,558.44	\$ 413.96	\$ 51.75	\$ 1,168.83	\$ 355.03	\$ 196.14	\$ 3,744.15
1/31/2042	\$ 1,631.49	\$ 351.62	\$ 43.95	\$ 1,217.53	\$ 302.44	\$ 200.06	\$ 3,747.10
1/31/2043	\$ 1,680.19	\$ 286.36	\$ 35.80	\$ 1,290.58	\$ 247.65	\$ 204.06	\$ 3,744.65
1/31/2044	\$ 1,753.25	\$ 219.16	\$ 27.39	\$ 1,339.29	\$ 189.57	\$ 208.14	\$ 3,736.79
1/31/2045	\$ 1,826.30	\$ 149.03	\$ 18.63	\$ 1,412.34	\$ 129.30	\$ 212.31	\$ 3,747.90
1/31/2046	\$ 1,899.35	\$ 75.97	\$ 9.50	\$ 1,461.04	\$ 65.75	\$ 216.55	\$ 3,728.16
Total	\$ 31,485.39	\$ 17,524.55	\$ 2,332.18	\$ 21,964.29	\$ 14,696.51	\$ 4,312.38	\$ 92,315.30

[a] Calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at a 4.50% rate.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT D-1 – DEBT SERVICE SCHEDULE FOR THE IMPROVEMENT AREA #1 INITIAL BONDS AND THE IMPROVEMENT AREA #1 ADDITIONAL BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the outstanding debt service for the Series 2019 Bonds and the debt service requirements for the Series 2020 IA#1 Bonds:

Year Ending (Sept. 30)	Series 2019 Bonds ⁽¹⁾			Series 2020 IA#1 Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	
2021	\$ 185,000.00	\$ 337,731.26	\$ 522,731.26	\$ 105,000.00	\$ 97,019.24	\$ 202,019.24	\$ 724,750.50
2022	190,000.00	330,562.50	520,562.50	125,000.00	142,300.00	267,300.00	787,862.50
2023	200,000.00	323,200.00	523,200.00	125,000.00	139,175.00	264,175.00	787,375.00
2024	210,000.00	315,450.00	525,450.00	125,000.00	136,050.00	261,050.00	786,500.00
2025	215,000.00	307,312.50	522,312.50	135,000.00	132,925.00	267,925.00	790,237.50
2026	225,000.00	298,443.76	523,443.76	135,000.00	129,550.00	264,550.00	787,993.76
2027	235,000.00	289,162.50	524,162.50	140,000.00	125,500.00	265,500.00	789,662.50
2028	245,000.00	279,468.76	524,468.76	145,000.00	121,300.00	266,300.00	790,768.76
2029	255,000.00	269,362.50	524,362.50	150,000.00	116,950.00	266,950.00	791,312.50
2030	265,000.00	258,843.76	523,843.76	155,000.00	112,450.00	267,450.00	791,293.76
2031	275,000.00	246,587.50	521,587.50	165,000.00	107,800.00	272,800.00	794,387.50
2032	290,000.00	233,868.76	523,868.76	170,000.00	102,025.00	272,025.00	795,893.76
2033	300,000.00	220,456.26	520,456.26	180,000.00	96,075.00	276,075.00	796,531.26
2034	315,000.00	206,581.26	521,581.26	190,000.00	89,775.00	279,775.00	801,356.26
2035	330,000.00	192,012.50	522,012.50	195,000.00	83,125.00	278,125.00	800,137.50
2036	345,000.00	176,750.00	521,750.00	205,000.00	76,300.00	281,300.00	803,050.00
2037	360,000.00	160,793.76	520,793.76	215,000.00	69,125.00	284,125.00	804,918.76
2038	380,000.00	144,143.76	524,143.76	220,000.00	61,600.00	281,600.00	805,743.76
2039	395,000.00	126,568.76	521,568.76	230,000.00	53,900.00	283,900.00	805,468.76
2040	415,000.00	108,300.00	523,300.00	240,000.00	45,850.00	285,850.00	809,150.00
2041	435,000.00	88,587.50	523,587.50	250,000.00	37,450.00	287,450.00	811,037.50
2042	455,000.00	67,925.00	522,925.00	260,000.00	28,700.00	288,700.00	811,625.00
2043	475,000.00	46,312.50	521,312.50	275,000.00	19,600.00	294,600.00	815,912.50
2044	500,000.00	23,750.00	523,750.00	285,000.00	9,975.00	294,975.00	818,725.00
Total	<u>\$7,495,000.00</u>	<u>\$5,052,175.10</u>	<u>\$12,547,175.10</u>	<u>\$4,420,000.00</u>	<u>\$2,134,519.24</u>	<u>\$6,554,519.24</u>	<u>\$19,101,694.34</u>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

**EXHIBIT D-2 – DEBT SERVICE SCHEDULE FOR THE IMPROVEMENT AREA #2
INITIAL BONDS**

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2020 IA#2 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ -	\$ 154,089.38	\$ 154,089.38
2022	170,000.00	230,175.00	400,175.00
2023	175,000.00	225,712.50	400,712.50
2024	180,000.00	221,118.76	401,118.76
2025	185,000.00	216,393.76	401,393.76
2026	190,000.00	211,537.50	401,537.50
2027	195,000.00	205,600.00	400,600.00
2028	200,000.00	199,506.26	399,506.26
2029	210,000.00	193,256.26	403,256.26
2030	215,000.00	186,693.76	401,693.76
2031	220,000.00	179,975.00	399,975.00
2032	230,000.00	172,000.00	402,000.00
2033	240,000.00	163,662.50	403,662.50
2034	245,000.00	154,962.50	399,962.50
2035	255,000.00	146,081.26	401,081.26
2036	265,000.00	136,837.50	401,837.50
2037	275,000.00	127,231.26	402,231.26
2038	285,000.00	117,262.50	402,262.50
2039	295,000.00	106,931.26	401,931.26
2040	310,000.00	96,237.50	406,237.50
2041	320,000.00	85,000.00	405,000.00
2042	335,000.00	72,200.00	407,200.00
2043	345,000.00	58,800.00	403,800.00
2044	360,000.00	45,000.00	405,000.00
2045	375,000.00	30,600.00	405,600.00
2046	390,000.00	15,600.00	405,600.00
Total	<u>\$6,465,000.00</u>	<u>\$3,752,464.46</u>	<u>\$10,217,464.46</u>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

**EXHIBIT D-3 – INSTALLMENT SCHEDULE FOR THE IMPROVEMENT AREA #2
REIMBURSEMENT OBLIGATION**

Improvement Area #2 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Total Installment
1/31/2022	\$ 120,000.00	\$ 93,582.50	\$ 213,582.50
1/31/2023	\$ 100,000.00	\$ 197,550.00	\$ 297,550.00
1/31/2024	\$ 100,000.00	\$ 193,050.00	\$ 293,050.00
1/31/2025	\$ 105,000.00	\$ 188,550.00	\$ 293,550.00
1/31/2026	\$ 115,000.00	\$ 183,825.00	\$ 298,825.00
1/31/2027	\$ 120,000.00	\$ 178,650.00	\$ 298,650.00
1/31/2028	\$ 125,000.00	\$ 173,250.00	\$ 298,250.00
1/31/2029	\$ 135,000.00	\$ 167,625.00	\$ 302,625.00
1/31/2030	\$ 140,000.00	\$ 161,550.00	\$ 301,550.00
1/31/2031	\$ 145,000.00	\$ 155,250.00	\$ 300,250.00
1/31/2032	\$ 150,000.00	\$ 148,725.00	\$ 298,725.00
1/31/2033	\$ 160,000.00	\$ 141,975.00	\$ 301,975.00
1/31/2034	\$ 170,000.00	\$ 134,775.00	\$ 304,775.00
1/31/2035	\$ 180,000.00	\$ 127,125.00	\$ 307,125.00
1/31/2036	\$ 185,000.00	\$ 119,025.00	\$ 304,025.00
1/31/2037	\$ 195,000.00	\$ 110,700.00	\$ 305,700.00
1/31/2038	\$ 205,000.00	\$ 101,925.00	\$ 306,925.00
1/31/2039	\$ 215,000.00	\$ 92,700.00	\$ 307,700.00
1/31/2040	\$ 225,000.00	\$ 83,025.00	\$ 308,025.00
1/31/2041	\$ 240,000.00	\$ 72,900.00	\$ 312,900.00
1/31/2042	\$ 250,000.00	\$ 62,100.00	\$ 312,100.00
1/31/2043	\$ 265,000.00	\$ 50,850.00	\$ 315,850.00
1/31/2044	\$ 275,000.00	\$ 38,925.00	\$ 313,925.00
1/31/2045	\$ 290,000.00	\$ 26,550.00	\$ 316,550.00
1/31/2046	\$ 300,000.00	\$ 13,500.00	\$ 313,500.00
Total	\$ 4,510,000.00	\$ 3,017,682.50	\$ 7,527,682.50

Notes:

[a] Interest is calculated at a 4.50% rate.

EXHIBIT E – NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays Government Center
712 S. Stagecoach Trail
San Marcos, TX 78666

Re: City of Kyle Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Kyle is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

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

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P: (817)393-0353
admin@p3-works.com



CITY OF KYLE, TEXAS

Acceptance of Bunton Creek Reserve Phase 3 Subdivision

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: Approve a Resolution of the City Council of the City of Kyle, Texas accepting the Bunton Creek Reserve Phase 3 improvements: finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law.
~ Leon Barba, P.E., City Engineer

Other Information: A final walk-through was completed on June 2, 2021. The punch list items have been completed on the project. The street, drainage, and wastewater improvements have been completed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond has been provided for a period of two (2) years.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Resolution for Bunton Creek Reserve Phase 3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE BUNTON CREEK RESERVE SUBDIVISION PHASE 3; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

WHEREAS, the subdivision improvements are defined as street, drainage, and wastewater improvements installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS hereby accepts the public improvements and certifies completion of the improvements for the Bunton Creek Reserve Subdivision Phase 3. The current maintenance surety is hereby \$688,119.06 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the subdivision improvements within the Bunton Creek Reserve Subdivision Phase 3 are hereby accepted for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of _____, 2021.

CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

EXHIBIT A

STAFF ACCEPTANCE MEMO




CITY OF KYLE

100 W. Center St.
Office (512) 262-3958

Kyle, Texas 78640
Fax (512) 262-3915

MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Leon Barba, P.E., City Engineer 

DATE: July 12th, 2021

SUBJECT: Bunton Creek Reserve Phase 3 Final Acceptance

The referenced subdivision is recommended for acceptance by the City of Kyle.

A final walk-through was completed on June 2th, 2021. The punch list items have been completed on the project. The street, drainage, and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Philadelphia Indemnity Insurance Company – Bond No. PB03016800746) in the amount of \$688,119.06 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Department
Pervez Moheet, Finance Department
Debbie Guerra, Planning and Zoning

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

June 29, 2021

Mr. Leon Barba, P.E.
City of Kyle
100 W. Center St.
Kyle, Texas 78640

Re: **Bunton Creek Reserve Phase 3**
Construction Plans
Engineer's Letter of Concurrence

Dear Mr. Barba:

I, the undersigned professional engineer in the State of Texas, or my representative, made periodic visits to the above referenced project and observed that the site grading, drainage structures, streets, water utilities and wastewater utilities were constructed in general conformance with the approved plans.

Punch list items generated during a walk-through on June 2, 2021, have also been addressed to my satisfaction.

A two-year maintenance bond with a minimum amount of \$688,119.06, a copy of the as-built drawings and digital files will be submitted to the City of Kyle.

Sincerely,



Stephen R. Jamison, P.E.
Jamison Civil Engineering LLC



06/29/2021

EXHIBIT B

MAINTENANCE BOND

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800746

Principal: DNT Construction, LLC

Obligee: City of Kyle

In the bonded maintenance limit is changing this bond effective 06/04/2021
in the following manner:

The bond limit is hereby amended from the amount of: \$446,603.85 to the amount of:
\$688,119.06.

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 30th day of June, 2021.

Philadelphia Indemnity Insurance Company
Surety



Tom Mulanax, Attorney-In-Fact

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800746

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Kyle as Obligee, in the penal sum of Four Hundred Forty Six Thousand Six Hundred Three and 85/100, (\$446,603.85) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Starlight Homes Texas, LLC dated August 4, 2020 for Bunton Creek Reserve Phase 3: Waste Water Improvements, Drainage Improvements, Street Improvements, Electric Improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.


No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 4th day of June, 2021.

DNT Construction, LLC
Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 
Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

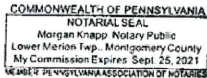
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of June, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CONTRACT: Bunton Creek Reserve Ph 3

CONTRACTOR: **DNT CONSTRUCTION**
P O Box 6210
Round Rock, Texas 78683

City of Kyle					
Wastewater Improvements					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
1	8-inch SDR-26 PVC Wastewater Line (All Depths)	3681	LF	\$ 28.00	\$103,068.00
2	4' Standard Wastewater Manhole (All Depths)	20	EA	\$ 3,750.00	\$75,000.00
3	6-inch Double Wastewater Service	48	EA	\$ 1,460.00	\$70,080.00
4	6-inch Single Wastewater Service	13	EA	\$ 1,000.00	\$13,000.00
5	Adjust Wastewater Manhole to Grade	20	EA	\$ 375.00	\$7,500.00
6	16" Steel Encasement	95	LF	\$ 120.00	\$11,400.00
7	Trench Safety	3681	LS	\$ 1.00	\$3,681.00
					\$283,729.00

Drainage Improvements					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	42-inch RCP CL IV STM	362	LF	\$ 146.00	\$52,852.00
2	42-inch RCP CL III STM	750	LF	\$ 125.00	\$93,750.00
3	36-inch RCP CL IV STM	522	LF	\$ 116.00	\$60,552.00
4	36-inch RCP CL III STM	808	LF	\$ 100.00	\$80,800.00
5	30-inch RCP CL III STM	477	LF	\$ 74.00	\$35,298.00
6	24-inch RCP CL III STM	381	LF	\$ 54.00	\$20,574.00
7	18-inch RCP CL III STM	1,211	LF	\$ 45.00	\$54,495.00
8	4'x4' Stormsewer Box Manhole	2	EA	\$ 2,590.00	\$5,180.00
9	5'x5' Stormsewer Box Manhole	3	EA	\$ 3,035.00	\$9,105.00
10	6'x6' Stormsewer Box Manhole	2	EA	\$ 4,025.00	\$8,050.00
11	8'x14' Stormsewer Box Manhole	1	EA	\$ 20,185.00	\$20,185.00
12	10'x10' Stormsewer Box Manhole	1	EA	\$ 12,290.00	\$12,290.00
13	4' Dia' Manhole	2	EA	\$ 2,490.00	\$4,980.00
14	10-foot Curb Inlets	24	EA	\$ 3,915.00	\$93,960.00
15	15-foot Curb Inlets	1	EA	\$ 5,875.00	\$5,875.00
16	Concrete Rip-Rap for 36" RCP	7	EA	\$ 2,205.00	\$15,435.00
17	36-Inch RCP CL III STM (Under Bunton Creek Blvd)	216	LF	\$ 135.00	\$29,160.00
18	Rem and Rep - Sidewalk, C&G, HMAc (20 LF Street)	1	LS	\$ 10,500.00	\$10,500.00
19	Traffic Control	1	LS	\$ 750.00	\$750.00
20	Concrete Rip-Rap for 18" RCP	1	EA	\$ 1,850.00	\$1,850.00
21	Rock Dissipation Area	39	SY	\$ 40.00	\$1,560.00
22	Trench Safety	4,727	LF	\$ 1.00	\$4,727.00
					\$621,928.00

Road Improvements					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Clear and Grub	33.3	AC	\$ 3,615.00	\$120,379.50
2	Excavation/Embankment (Includes Lots)	159,720	SY	\$ 1.50	\$239,580.00
3	2-inch HMAc	12,914	SY	\$ 11.75	\$151,739.50
4	2.5-inch HMAc	3,137	SY	\$ 14.65	\$45,957.05
5	10-inch Flexible Base Material (3' BOC)	17,135	SY	\$ 8.65	\$148,217.75
6	17-inch Flexible Base Material	3,986	SY	\$ 14.70	\$58,594.20
7	Subgrade Prep (3' BOC)	21,121	SY	\$ 1.95	\$41,185.95
8	Demo Existing Curb	90	LF	\$ 7.00	\$630.00
9	6-inch Curb and Gutter	9,114	LF	\$ 15.25	\$138,988.50
10	Curb Ramp	22	EA	\$ 1,160.00	\$25,520.00
11	Sidewalks	272	SY	\$ 60.00	\$16,320.00
12	Signage and Striping	1	LS	\$ 4,485.00	\$4,485.00
13	Street End Barricades	2	EA	\$ 1,150.00	\$2,300.00
14	Concrete Valley Gutter	4	EA	\$ 5,500.00	\$22,000.00
15	Gas Line Crossing Slab	2	EA	\$ 17,250.00	\$34,500.00
16	Temporary High Pressure Gas Line Crossing	1	EA	\$ 10,000.00	\$10,000.00
					\$1,060,397.45

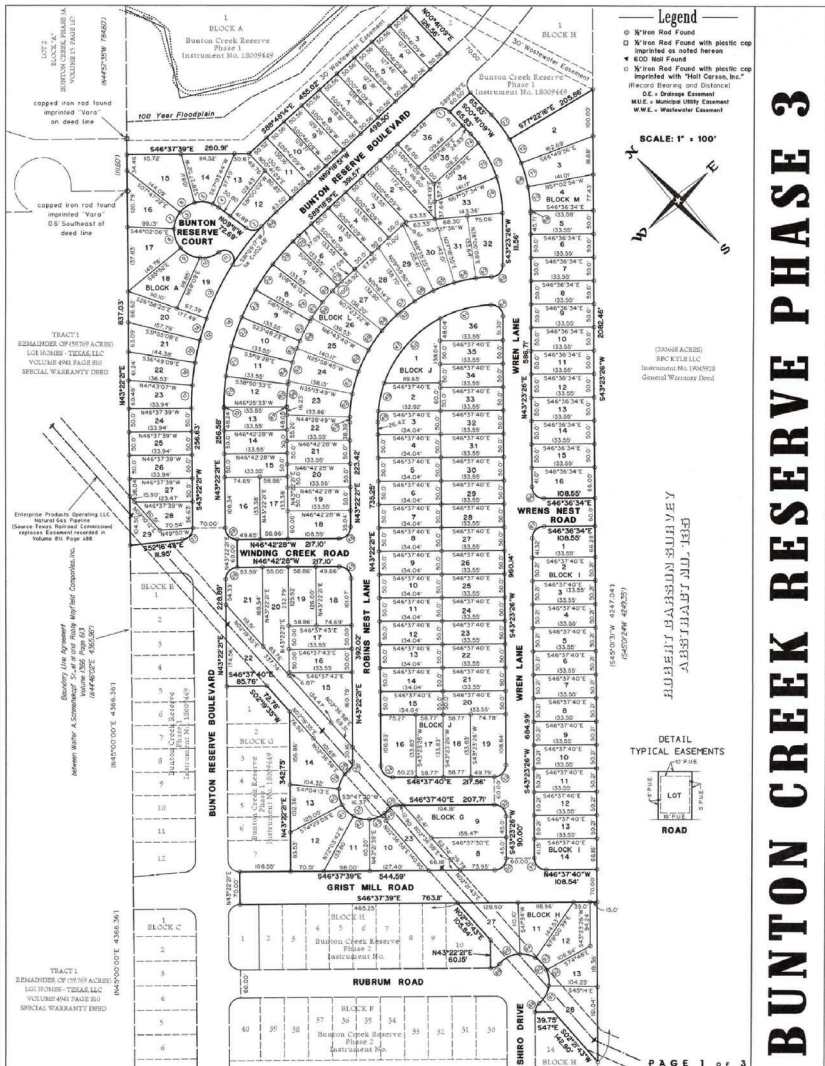
Total \$1,966,054.45

CONTRACT:

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

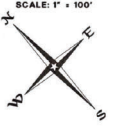
EXHIBIT C

SUBDIVISION MAP



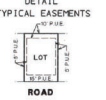
BUNTON CREEK RESERVE PHASE 3

Legend
 ○ N'iron Red Found
 ○ N'iron Red Found with plastic cap imported as noted herein
 ◆ 600 Mill Found
 ○ N'iron Red Found with plastic cap imported with "Hot Carbon, Inc."
 (Record Platting and Database)
 DE = Drainage Easement
 MLE = Multiple Entry Easement
 W.M.E. = Water/Water Easement



(OWNER ACRES)
 100% TIG LLC
 Instrument No. 1809218
 Geometric Warranty Deed

(OWNER ACRES)
 100% TIG LLC
 Instrument No. 1809218
 Geometric Warranty Deed



CURVE DATA

① A: 107°00'00" R: 25.00 T: 22.00 C: 35.36 A: 39.27	② A: 64°30'19" R: 25.00 T: 23.13 C: 33.62 A: 36.97	③ A: 54°22'18" R: 60.00 T: 60.00 C: 86.50 A: 266.38	④ A: 13°45'19" R: 60.00 T: 18.64 C: 14.37 A: 14.60	⑤ A: 39°35'51" R: 60.00 T: 24.04 C: 39.60 A: 40.42	⑥ A: 34°13'14" R: 60.00 T: 19.07 C: 37.33 A: 37.97	⑦ A: 34°14'44" R: 60.00 T: 24.35 C: 43.43 A: 48.43	⑧ A: 32°23'27" R: 60.00 T: 25.29 C: 43.43 A: 47.06	⑨ A: 31°56'09" R: 60.00 T: 24.01 C: 45.86 A: 47.06
⑩ A: 42°09'34" R: 60.00 T: 23.13 C: 33.62 A: 36.97	⑪ A: 159°33'06" R: 270.00 T: 166.01 C: 320.20 A: 55.59	⑫ A: 52°37'30" R: 270.00 T: 166.01 C: 320.20 A: 55.59	⑬ A: 12°58'15" R: 270.00 T: 128.76 C: 128.76 A: 129.20	⑭ A: 4°56'44" R: 270.00 T: 24.35 C: 43.43 A: 48.43	⑮ A: 4°54'01" R: 270.00 T: 24.35 C: 43.43 A: 48.43	⑯ A: 4°53'59" R: 270.00 T: 24.35 C: 43.43 A: 48.43	⑰ A: 4°54'32" R: 270.00 T: 24.35 C: 43.43 A: 48.43	⑱ A: 47°18'49" R: 270.00 T: 216.04 C: 482.71 A: 412.89
⑲ A: 0°12'07" R: 500.00 T: 0.88 C: 1.76	⑳ A: 7°33'00" R: 500.00 T: 32.85 C: 66.13	㉑ A: 7°31'05" R: 500.00 T: 32.85 C: 66.13	㉒ A: 7°31'05" R: 500.00 T: 32.85 C: 66.13	㉓ A: 7°31'05" R: 500.00 T: 32.85 C: 66.13	㉔ A: 7°31'05" R: 500.00 T: 32.85 C: 66.13	㉕ A: 7°31'05" R: 500.00 T: 32.85 C: 66.13	㉖ A: 11°56'18" R: 500.00 T: 8.46 C: 16.91	㉗ A: 34°20'56" R: 25.00 T: 22.65 C: 33.07 A: 36.80
㉘ A: 30°04'49" R: 25.00 T: 24.96 C: 35.38 A: 39.30	㉙ A: 89°55'11" R: 25.00 T: 24.96 C: 35.38 A: 39.30	㉚ A: 89°58'54" R: 25.00 T: 24.96 C: 35.38 A: 39.30	㉛ A: 90°01'05" R: 25.00 T: 25.01 C: 35.38 A: 39.30	㉜ A: 90°01'06" R: 25.00 T: 25.01 C: 35.38 A: 39.30	㉝ A: 89°58'55" R: 25.00 T: 24.99 C: 35.38 A: 39.30	㉞ A: 90°00'00" R: 25.00 T: 25.00 C: 35.38 A: 39.30	㉟ A: 49°40'47" R: 25.00 T: 11.57 C: 21.68 A: 21.68	㊱ A: 49°40'47" R: 25.00 T: 11.57 C: 21.68 A: 21.68
㊲ A: 189°21'35" R: 60.00 T: 60.00 C: 119.60 A: 198.30	㊳ A: 10°43'42" R: 60.00 T: 11.22 C: 11.22 A: 119.60	㊴ A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	㊵ A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	㊶ A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	㊷ A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	㊸ A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	㊹ A: 11°33'43" R: 60.00 T: 6.07 C: 12.09 A: 35.38	㊺ A: 90°04'49" R: 25.00 T: 25.00 C: 35.38 A: 39.30
㊻ A: 89°55'11" R: 25.00 T: 24.97 C: 35.33 A: 39.30	㊼ A: 88°10'52" R: 25.00 T: 24.97 C: 35.33 A: 39.30	㊽ A: 5°24'40" R: 25.00 T: 11.81 C: 23.62 A: 46.85	㊾ A: 14°07'08" R: 250.00 T: 30.98 C: 61.45 A: 61.45	㊿ A: 42°54'14" R: 250.00 T: 57.14 C: 188.89 A: 192.34	1 A: 25°44'50" R: 250.00 T: 57.14 C: 188.89 A: 192.34	2 A: 88°47'04" R: 310.00 T: 303.49 C: 480.37 A: 332.24	3 A: 6°08'34" R: 310.00 T: 16.63 C: 33.24 A: 46.96	4 A: 83°40'46" R: 310.00 T: 310.00 C: 466.92 A: 333.33
5 A: 84°43'39" R: 310.00 T: 29.77 C: 59.23 A: 47.31	6 A: 8°39'36" R: 310.00 T: 29.77 C: 59.23 A: 47.31	7 A: 8°39'36" R: 310.00 T: 29.77 C: 59.23 A: 47.31	8 A: 8°39'36" R: 310.00 T: 29.77 C: 59.23 A: 47.31	9 A: 8°39'36" R: 310.00 T: 29.77 C: 59.23 A: 47.31	10 A: 8°39'36" R: 310.00 T: 29.77 C: 59.23 A: 47.31	11 A: 9°15'05" R: 310.00 T: 29.08 C: 59.00 A: 51.61	12 A: 9°15'05" R: 310.00 T: 29.08 C: 59.00 A: 51.61	13 A: 9°15'05" R: 310.00 T: 29.08 C: 59.00 A: 51.61
14 A: 91°50'13" R: 25.00 T: 22.81 C: 35.99 A: 39.23	15 A: 88°45'59" R: 25.00 T: 24.97 C: 35.99 A: 39.23	16 A: 90°00'00" R: 25.00 T: 25.00 C: 35.99 A: 39.23	17 A: 90°00'00" R: 25.00 T: 25.00 C: 35.99 A: 39.23	18 A: 30°39'52" R: 25.00 T: 24.97 C: 35.99 A: 39.23	19 A: 0°47'33" R: 25.00 T: 2.34 C: 4.68 A: 4.68	20 A: 9°38'47" R: 25.00 T: 25.16 C: 35.99 A: 39.23	21 A: 9°47'02" R: 25.00 T: 25.16 C: 35.99 A: 39.23	22 A: 10°26'30" R: 25.00 T: 25.16 C: 35.99 A: 39.23
23 A: 42°42'17" R: 250.00 T: 57.14 C: 188.89 A: 192.34	24 A: 5°46'43" R: 250.00 T: 57.14 C: 188.89 A: 192.34	25 A: 19°00'39" R: 250.00 T: 57.14 C: 188.89 A: 192.34	26 A: 17°54'55" R: 250.00 T: 57.14 C: 188.89 A: 192.34	27 A: 12°02'25" R: 250.00 T: 57.14 C: 188.89 A: 192.34	28 A: 47°18'49" R: 250.00 T: 216.04 C: 482.71 A: 412.89	29 A: 47°18'49" R: 250.00 T: 216.04 C: 482.71 A: 412.89	30 A: 32°20'34" R: 250.00 T: 160.33 C: 327.70 A: 327.70	31 A: 7°31'05" R: 250.00 T: 32.85 C: 66.13 A: 66.13
32 A: 7°31'05" R: 250.00 T: 32.85 C: 66.13 A: 66.13	33 A: 7°31'05" R: 250.00 T: 32.85 C: 66.13 A: 66.13	34 A: 7°31'05" R: 250.00 T: 32.85 C: 66.13 A: 66.13	35 A: 7°31'05" R: 250.00 T: 32.85 C: 66.13 A: 66.13	36 A: 4°22'25" R: 250.00 T: 24.35 C: 43.43 A: 48.43	37 A: 0°12'07" R: 250.00 T: 0.88 C: 1.76 A: 1.76	38 A: 49°40'47" R: 250.00 T: 11.57 C: 21.68 A: 21.68	39 A: 49°40'47" R: 250.00 T: 11.57 C: 21.68 A: 21.68	40 A: 189°22'40" R: 250.00 T: 25.00 C: 35.99 A: 39.23
41 A: 41°15'06" R: 60.00 T: 22.08 C: 35.36 A: 39.27	42 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	43 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	44 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	45 A: 47°02'35" R: 60.00 T: 24.35 C: 43.43 A: 48.43	46 A: 8°44'34" R: 60.00 T: 8.46 C: 16.91 A: 16.91	47 A: 11°20'59" R: 60.00 T: 6.07 C: 12.09 A: 35.38	48 A: 11°21'48" R: 60.00 T: 6.07 C: 12.09 A: 35.38	49 A: 11°29'53" R: 60.00 T: 6.07 C: 12.09 A: 35.38
50 A: 25°30'34" R: 366.45 T: 14.61 C: 28.30 A: 28.31	51 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	52 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	53 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	54 A: 8°00'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	55 A: 8°44'34" R: 60.00 T: 8.46 C: 16.91 A: 16.91	56 A: 11°20'59" R: 60.00 T: 6.07 C: 12.09 A: 35.38	57 A: 11°21'48" R: 60.00 T: 6.07 C: 12.09 A: 35.38	58 A: 11°29'53" R: 60.00 T: 6.07 C: 12.09 A: 35.38
59 A: 41°15'06" R: 366.45 T: 14.61 C: 28.30 A: 28.31	60 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	61 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	62 A: 33°25'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	63 A: 8°00'00" R: 60.00 T: 18.01 C: 34.50 A: 34.50	64 A: 8°44'34" R: 60.00 T: 8.46 C: 16.91 A: 16.91	65 A: 11°20'59" R: 60.00 T: 6.07 C: 12.09 A: 35.38	66 A: 11°21'48" R: 60.00 T: 6.07 C: 12.09 A: 35.38	67 A: 11°29'53" R: 60.00 T: 6.07 C: 12.09 A: 35.38

JAMISON CIVIL ENGINEERING LLC
 (TX - PE FIRM REG. #F-17756)
 13812 RESEARCH BLVD. #2
 AUSTIN, TEXAS 78750
 OFFICE: (737) 484-0880
 INFO@JAMISONENG.COM

BUNTON CREEK RESERVE PHASE 3
FINAL PLAT
 KYLE, TEXAS 78640



The seal appearing on this document was authorized by Stephen Roy Johnson on 8/13/2020.

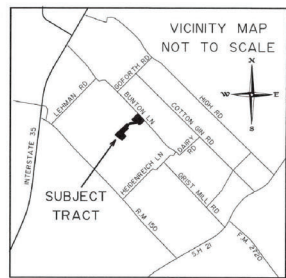
FILE: BUNTON CREEK RESERVE PHASE 3 PLAT.DWG
 Job No. _____
 Scale (Hor.) _____
 Scale (Vert.) _____
 Date: 02/05/20
 Checked By: GRU
 Drawn By: _____
 Revision 1: _____
 Revision 2: _____
 Revision 3: _____
 Revision 4: _____

CAUTION!
 CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. BOTH HORIZONTALLY AND VERTICALLY. THE DESIGN ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONDUITS THAT MAY BE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.



File Path: B:\BUNTON CREEK\DWG\PLANS\CONVEYANCE\CONVEYANCE\SPRAT.DWG
Job No. _____
Snapshot: _____
Scale (Hor.): _____
Scale (Vert.): _____
Date: 02/05/20
Checked By: GRU
Drawn By: _____
Revision 1: _____
Revision 2: _____
Revision 3: _____
Created: 02/05/20

BUNTON CREEK RESERVE PHASE 3



STATE OF TEXAS
 COUNTY OF TRAVIS
 I, HOLT CARSON AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE ARROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

SURVEYED BY: _____ DATE _____
 HOLT CARSON
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
 HOLT CARSON, INC.
 1024 FORTVIEW ROAD
 AUSTIN, TEXAS 78704
 FIRM REGISTRATION 0050700

STATE OF TEXAS
 COUNTY OF TRAVIS
 I, STEPHEN R. JAMISON, P.E., DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT. THE 100 YEAR FLOODPLAIN WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.

ENGINEERING BY: _____ DATE _____
 STEPHEN R. JAMISON P.E.
 JAMISON CIVIL ENGINEERING, LLC
 13812 RESEARCH BLVD #B-2
 AUSTIN TEXAS 78750
 FIRM REG. F-17756

THE STATE OF TEXAS
 THE COUNTY OF HAYS
 I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. 2020, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 2020.

ELAINE CARDENAS, COUNTY CLERK
 HAYS COUNTY, TEXAS.

DATE: DECEMBER 8, 2019
 TOTAL ACRES: 30.60
 SURVEY: ROBERT CARSON SURVEY, ABSTRACT NO. 155
 NO. OF SINGLE FAMILY LOTS: 144
 PUBLIC ACCESS, PUBLIC UTILITY, PARCEL AND DRAINAGE EASEMENT LOTS: 0
 NUMBER OF OPEN SPACE LOTS: 5
 NUMBER OF BLOCKS: 7
 TOTAL NUMBER OF LOTS: 149

F.T.M.A. MAP NO. 48030C D405 F HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005
 PLAT DATE: DECEMBER 8, 2019

GENERAL NOTES:

- ALL STREETS, DRAINAGE STRUCTURES AND PERMANENT EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF KYLE STANDARDS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC WATER SUPPLY SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED WASTEWATER DISPOSAL SYSTEM.
- NO PORTION OF THIS SUBDIVISION IS WITHIN ZONE AE 300 YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 48030C D405F, DATED SEPTEMBER 2, 2005.
- UTILITY SERVICE:
 WATER: COUNTY LINE S.U.D.
 WASTEWATER: CITY OF KYLE.
 ELECTRIC: FEDERNALES ELECTRIC COOPERATIVE, INC.
 GAS: ENTX.
 SCHOOL: HAYS COUNTY I.S.D.
- ELEVATION BENCHMARKS:
 A. 3/4" IRON ROD SET WITH AN ALUMINUM CAP IN CONCRETE NEAR NORTHWEST CORNER OF BUNTON CREEK RESERVE PHASE 1.
 ELEVATION = 604.90
 B. 3/4" IRON ROD SET WITH AN ALUMINUM CAP IN CONCRETE NEAR SOUTHEAST CORNER OF BUNTON CREEK RESERVE PHASE 1.
 ELEVATION = 614.90
- NO OBJECTS INCLUDING BUILDINGS, ACCESSORY BUILDINGS, FENCES OR LANDSCAPES SHALL BE ALLOWED TO BE PLACED OR ERRECTED WITHIN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE.
- PROPERTY OWNER SHALL ALLOW ACCESS TO DRAINAGE AND UTILITY EASEMENTS FOR INSPECTION, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
- DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE HOMEOWNER OR HER/HERS ASSIGNS.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF BUNTON RESERVE BOULEVARD, WINDING CREEK ROAD, GRIST HILL ROAD, WRENS NEST ROAD, BUNTON RESERVE COURT, ROBINS NEST LAKE, SHRO DRIVE, AND WREN LAKE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS. SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
- THIS SUBDIVISION IS LOCATED WITHIN THE BUNTON CREEK WATERSHED.
- A FIFTEEN FEET (15') PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- ACCESS TO CORNER LOTS IS LIMITED TO FRONT STREET ONLY.
- ALL SIDEWALKS WILL BE CONSTRUCTED TO MEET OR EXCEED 2010 ADA STANDARDS.
- A FIVE FEET (5') WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG EACH SIDE LINE OF ALL LOTS. A TEN FEET (10') WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG THE REAR LINE OF ALL LOTS.
- THE FOLLOWING LOTS ARE HEREBY DEDICATED AS OPEN SPACE LOTS:
 LOT 28 BLOCK A
 LOT 22 BLOCK B
 LOT 23 BLOCK B
 LOT 27 BLOCK H
 LOT 28 BLOCK H

STATE OF TEXAS
 COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. I, FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND JOINED THIS PLAT.

I, FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY. I, MY SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN TO BE KNOWN AS

BUNTON CREEK RESERVE PHASE 3

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE CITY OF KYLE FOR THE PUBLIC USE OF THE STREETS, EASEMENTS AND TRAILS SHOWN HEREON.

KEITH PEARSON VP OF LAND
 STARKLIGHT HOMES OF TEXAS, AS LIMITED AGENT FOR
 CW-BUNTON, LLC
 1070 RESEARCH BLVD, SUITE B-210
 AUSTIN, TEXAS 78750

STATE OF _____
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED KEITH PEARSON 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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF _____ 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 COMMISSION EXPIRES: _____

REVIEWED BY: _____

CITY ENGINEER _____

REVIEWED BY: _____

DIRECTOR OF PUBLIC WORKS _____

CITY OF KYLE
 CERTIFICATE OF APPROVAL:
 APPROVED AND AUTHORIZED TO BE RECORDED ON THE DAY OF _____
 20____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE.

CHAIRPERSON _____

CAUTION!
 CONTRACTOR SHALL LOCATE ANY ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK. BOTH HORIZONTALLY AND VERTICALLY. THE DESIGN ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.



CITY OF KYLE, TEXAS

Postponement of Public Hearing & TIRZ CO Bond Issuance

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: Approve postponement of public hearing and approval for the issuance of \$5,000,000.00 in Combination Tax and Revenue Certificates of Obligation for the City's Tax Increment Reinvestment Zone No. 2 (TIRZ #2) as originally scheduled and noticed to be conducted and acted upon by the City Council from July 20, 2021 to October 19, 2021.
~ Perwez A. Moheet, CPA, Director of Finance

Other Information: Due to the delay in negotiation of the terms and conditions of the Infrastructure Agreement between the City of Kyle and the developer for the design and construction of three roads in the Brick and Mortar District (Plum Creek development), the issuance of \$5,000,000.00 in Combination Tax and Revenue Certificates of Obligation for the City's Tax Increment Reinvestment Zone No. 2 to provide funding for the roads has been postponed from July 20, 2021 to October 19, 2021.

Staff is recommending postponement of the public hearing and approval for the issuance of \$5,000,000.00 in Combination Tax and Revenue Certificates of Obligation for the City's Tax Increment Reinvestment Zone No. 2 (TIRZ #2) as originally scheduled and noticed to be conducted and acted upon by the City Council from July 20, 2021 to October 19, 2021.

The City Council had authorized the posting of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation as follows:

NOTICE IS HEREBY GIVEN that the City Council of the City of Kyle, Texas, will convene at its regular meeting place of said City Council located at City Hall at 100 W. Center Street, Kyle, Texas, at 7:00 p.m. July 20, 2021, or by videoconference if necessary, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and, upon conclusion of the public hearing, will consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation for the purpose of paying contractual obligations of the City to be incurred for the design and construction of roads and recreational and cultural trails within, around, and related to Tax Increment Reinvestment Zone No. 2 and the Uptown Plum Creek Development, and the payment of professional services and costs of issuance related thereto. The combination tax and revenue certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a pledge of the surplus revenues of the Tax Increment Reinvestment Zone No.

2. The combination tax and revenue certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et seq.

As further required by Local Government Code Section 271.049(b), the following

additional information is provided:

The current principal of all outstanding debt obligations of the City is \$96,290,000.

The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$134,010,065.72.

The maximum principal amount of the certificates to be authorized is \$5,000,000.

The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is approximately \$6,719,504.17.

The maximum interest rate for the certificates to be authorized is 5.000%.

The maximum maturity date of the certificates to be authorized is 2041.

Pursuant to Texas Local Government Code Section 271.049, an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections.

Mayor, City of Kyle, Texas

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Notice of Public Hearing & Intention to Issue TIRZ CO Bonds

Public Notices

NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Kyle, Texas, will convene at its regular meeting place of said City Council located at City Hall at 100 W. Center Street, Kyle, Texas, at 7:00 p.m. July 20, 2021, or by videoconference if necessary, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and, upon conclusion of the public hearing, will consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation for the purpose of paying contractual obligations of the City to be incurred for the design and construction of roads and recreational and cultural trails within, around, and related to Tax Increment Reinvestment Zone No. 2 and the Uptown Plum Creek Development, and the payment of professional services and costs of issuance related thereto. The combination tax and revenue certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a pledge of the surplus revenues of the Tax Increment Reinvestment Zone No. 2. The combination tax and revenue certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et seq.

As further required by Local Government Code Section 271.049(b), the following additional information is provided:

The current principal of all outstanding debt obligations of the City is \$96,290,000.

The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$134,010,065.72.

The maximum principal amount of the certificates to be authorized is \$5,000,000.

The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is approximately \$6,719,504.17.

The maximum interest rate for the certificates to be authorized is 5.000%.

The maximum maturity date of the certificates to be authorized is 2041.

Pursuant to Texas Local Government Code Section 271.049, an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections.

Mayor, City of Kyle, Texas



CITY OF KYLE, TEXAS

Subdivision Ord. Amd. re TMP

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending Chapter 41 of the Code of Ordinances by Amending Section 41-1 to Include a Definition of a Transportation Master Plan; and by Requiring Compliance with the City of Kyle Transportation Master Plan in the Development and Construction of Subdivisions; Providing for Repeal of Conflicting Ordinances; Providing for Severability; and Providing Effective Date and Open Meetings Clauses. ~ *Paige Saenz, City Attorney*

City Council voted 6-0 to approve on First Reading.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 Subdivision Ordinance TMP

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 41 OF THE CODE OF ORDINANCES BY AMENDING SECTION 41-1 TO INCLUDE A DEFINITION OF A TRANSPORTATION MASTER PLAN; AND BY REQUIRING COMPLIANCE WITH THE CITY OF KYLE TRANSPORTATION MASTER PLAN IN THE DEVELOPMENT AND CONSTRUCTION OF SUBDIVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Chapter 41-1 Definitions. Section 41-1 “Definitions” of the City of Kyle Code of Ordinances (the “Code”) is hereby amended to include the following:

Plan, Transportation Master, means the Transportation Master Plan of the City approved by the City Council as amended from time to time. The Transportation Master Plan shall include a similarly-entitled plan that sets forth the planned transportation network for the City, and may include pedestrian transportation networks.

Section 3. Amendment of Chapter 41-2 - Authority and dedications. Section (b) of Section 41-2 “Authority and dedications” of the Code is hereby amended as follows:

(b) In accordance with the city's police powers and authority, and as specifically authorized by V.T.C.A., Local Government Code § 212.001 et seq., and other applicable laws, the planning and zoning commission and the city council, as a condition of subdivision plat or replat approval, may require the owners and developers of land who desire to subdivide, plat or replat land for urban development, to provide for building setback lines, to dedicate streets, alleys, parks, easements or other public places or facilities of adequate width and size and to coordinate street layouts and street planning with the comprehensive plan, Transportation Master Plan, with other plans and ordinances of the City of Kyle, with other municipalities, and with county, state and federally designated highways, as they may deem best in the interest of the general public.

Section 4. Amendment of Chapter 41-4 – Application and Administration. Section (c) of Section 41-4 “Application and Administration” of the Code is hereby amended as follows:

(c) This chapter shall be applied and administered in coordination with all other applicable ordinances, codes, development and standards and regulations. The provisions hereof shall also be applied and administered in conjunction with the adopted comprehensive plan, the adopted Transportation Master Plan, the adopted water and sewer plan and all other such official plans.

Section 5. Amendment of Chapter 41-78(e) – Streets in Planned Developments. Section (e) of Section 41-78 of the Code is hereby amended as follows:

(e) *Streets.* On planned development projects, private interior streets to be used only as local or collector streets within the development shall have a minimum pavement width of 30 feet face to face of curb. Any such private streets may not conflict with streets identified in the city's ~~comprehensive plan~~ Transportation Master Plan. If a potential exists for a private street to become a public street, the dedicated right-of-way and/or easements created for the private street should be the same width as the right-of-way required for a local street.

Section 6. Amendment of Chapter 41-108 – Concept plan package (CPP). Section (4) of Section 41-108 “Concept plan package (CPP)” of the Code is hereby amended as follows:

...

(4) Public plans. The developer's plan should take into account current public plans for the elements covered in subsection (3) of this section. The planning and zoning commission and council review will include city policy, good engineering practices, and public plans, including:

- a. Comprehensive plan;
- b. Area and neighborhood plan;
- c. Water master plan;
- d. Wastewater master plan.
- e. Transportation Master Plan

Section 7. Amendment of Chapter 41-134– General requirements. Section (a) of Section 41-134 “General requirements” of the Code is hereby amended to include a Subsection (8) as follows:

(a) Standards and plans. All construction plans and accepted subdivision improvements shall conform to the following standards and specifications, unless an exception is expressly approved by resolution of the council:

...

(8) Conformity with Transportation Plan. The subdivision shall be consistent with the adopted Transportation Master Plan.

Section 7. Amendment of Chapter 41-137– Streets. Sections (a), (b), (c), (i), and (r)(2) of Section 41-137 “Streets” of the Code are hereby amended as follows:

(a) Layout. Adequate streets shall be provided by the subdivider and the arrangement, character, extent, width, grade, and location of each shall conform to the comprehensive plan of the city, if any, and other applicable plans, including but not limited to the Transportation Master Plan, and shall be considered in their relation to existing and planned streets, to topographical conditions, public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served. In particular, subdivision layout should provide for a minimum practical number of intersections with major arterials, and those intersections should be with collector streets at intervals of not less than 800 feet.

(b) Relation to adjoining streets. Where necessary to the street circulation pattern within a neighborhood, existing streets in adjoining areas shall be continued and shall be at least as wide as such existing streets and in alignment therewith. Practical downsizing of streets will be permitted where obvious transition is from high to low traffic frequency and there are no comprehensive plan or Transportation Master Plan thoroughfare requirements.

(c) Projection of streets. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the future projection of streets into such unsubdivided areas, unless otherwise provided by the comprehensive plan or Transportation Master Plan. Subdivision plat design shall provide for the location of a reasonable number of street openings to adjoining properties. Such an opening shall occur at least every 1,000 feet or in alignment with existing or proposed subdivision streets along each boundary of the subdivision. An exception may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare, railroad, etc., prevents its implementation. The developer shall convey or dedicate land to the appropriate public entity for the future projection of collector and larger streets into adjoining, unsubdivided areas. For the future projection of local streets, the developer shall either dedicate land or convey to the city, by general warranty deed, a fee simple on condition subsequent estate in one or more lots. If the city, by resolution of the council, ever determines that the property will not be needed for street extension, the grantor (or successor) shall have the right to reenter and assume ownership of the property. A residential lane shall connect only to another residential lane or to a local residential street, either existing or proposed to be constructed concurrently with the residential lane in a single phase of development, and shall not be constructed as a dead-end residential lane provided to connect with a future street in adjacent land.

...

(i) *Comprehensive plan/Transportation Master Plan street.* Where subdivision embraces a street as shown on the comprehensive plan or the Transportation Master Plan of the city, such street shall be platted consistent with the location, purpose and width indicated by the comprehensive plan or the Transportation Master Plan, as applicable.

...

(r) Installation costs. The developer shall pay all costs for the installation of streets in a subdivision, including those streets and related drainage structures that are deemed by the planning and zoning commission and/or the council to be required because:

(1) A substantial amount of traffic will be generated from, to or through the subdivision because of existing and/or future conditions;

(2) The city's comprehensive plan, Transportation Master Plan, or street plan, indicates a need for certain major thoroughfares through or adjacent to the subdivision; or

(3) The city's ordinances require the installation of frontage roads or similar special access arrangements.

Section 8. Amendment of Section 12(B)(10), Streets Standards and Specifications, Plum Creek. Section 12(B)(10) of Exhibit A, Chapter 41 of the Code is hereby amended as follows:

(10) *Streets on comprehensive plan.* Where a subdivision embraces a street as shown on the comprehensive plan or the Transportation Master Plan of the city, such street shall be platted in the location and of the width indicated by the comprehensive plan or the Transportation Master Plan, as applicable. Modification to street platting indicated by the comprehensive plan or the Transportation Master Plan may be administratively approved by the director of public works if the owner or subdivider provides sufficient information related to the need for the revision in order to preserve the integrity of the Plum Creek PUD.

Section 9. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 10. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 11. 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 12. Open Meetings. 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.

PASSED AND APPROVED on the ____ day of _____, 2021.

PASSED AND FINALLY APPROVED on the ____ day of _____, 2021.

ATTEST:

CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell Mayor



CITY OF KYLE, TEXAS

Kyle 120 LLC - Annexation
(ANNX-21-0010)

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance of the City of Kyle, Texas, annexing 120.458 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Kyle 120 LLC - ANNX-21-0010) ~ *Howard J. Koontz, Director of Planning and Community Development*

City Council voted 7-0 to approve on First Reading.

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Annexation Ordinance
- Annexation Schedule
- Annexation Petition
- Development Agreement
- Deed
- Landowner Authorization Form
- Franchise Tax Account Status



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Howard J. Koontz – Director of Planning & Community Development

DATE: Tuesday, July 6, 2021

SUBJECT: Annexation of 120.458-Acres Owned by Kyle 120, LLC (ANNX-21-0010)

REQUEST

The applicant (Hunter Floyd, Kyle 120, LLC) has applied for annexation on behalf of Kyle 120, LLC and petitions the Mayor & Council to annex the 120.458 -acres associated with a Chapter 43 Non-Annexation Development Agreement approved on September 9, 2019.

LOCATION

The property is located between Bunton Lane and Plum Creek (City of Kyle Waterleaf Park), southeast of Bunton Creek Reserve community and northeast of Heidenreich Lane. The parcel is currently used for agriculture.



Red denotes 120.458-acres (Kyle 120, LLC)

Per State of Texas law, when a municipality considers annexing property into city boundaries, they must offer a non-annexation development agreement to property(s) with agricultural exemptions and/or used for agricultural, pastorage or timber production (Chapter 43, *Texas Local Government Code*). This allows the property to stay outside the city limits for a certain amount of time, and also places rules for reasons to annex the property. In 2019, the City of Kyle entered into a non-annexation development agreement with the Barry C. Wukasch, for approximately 24.653-acres of agriculture land. Since the agreement was implemented, Kyle 120, LLC purchased the property from Mr. Wukasch. The agreement is still in force.

As part of the agreement, it was agreed the 120.458-acres would not be developed, as this constitutes a development application. A development application is one of the items that triggers annexation into the City. Additionally, as part of the agreement, the owner(s) of the 120.458-acres agreed to not develop or build any additional structures other than those typical of farms (i.e. barns, stables, corrals, silos, etc.).

In 2020, representatives from Kyle 120, LLC (Rastegar) began discussions to develop the property in a town center manner. The property owners are continuing forward with this plan and intend to participate in road infrastructure project in the area (along with other property owners/developers). Following completion of the annexation, the following steps/permits will be taken:

- Zoning (PUD expected)
- Subdivision
- Building Permits

RECOMMENDATION

Staff supports the annexation petition and asks the Mayor and Council to support the annexation by affirmative vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 120.458 ACRES OF LAND, MORE OR LESS, LOCATED IN 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 and the owner of the subject property entered into that certain Development Agreement dated September 3, 2019 and recorded in the Hays County Clerk records on September 9, 2019, Doc. No. 19031783;

WHEREAS, the Development Agreement sets forth the terms by which the subject property will be annexed into the City;

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 120.458-acres, more or less, out of the Robert Carson Survey, Abstract No. 135 and the Albert Pace Survey, Number 55, Abstract No. 367, Hays County, Texas and of that certain 120.458-acre tract conveyed to Barry C. Wukasch in Volume 1276, Page 182 of the Official Public Records of Hays County, Texas and 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"

ANNEXED PROPERTY DESCRIPTION

FIELD NOTES

BEING ALL OF THAT CERTAIN 120.458 ACRE TRACT OR PARCEL OF LAND OUT OF THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, BOTH SITUATED IN HAYS COUNTY, TEXAS, SAID 120.458 TRACT OF LAND BEING ALL OF A CALLED 120.41 ACRE TRACT OF LAND CONVEYED TO BARRY C. WUKASCH IN VOLUME 1276, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 120.458 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped $\frac{1}{2}$ " iron rod found, being the northernmost corner of said 120.41 acre tract, same being the easternmost corner of a called 200.668 acre tract of land conveyed to RPC Kyle, LLC., in Document Number 19045928, and being also a point on a southwestern right-of-way line of County Road 151 (R.O.W. Varies) also known as Bunton Lane, for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract, from which a mag nail found, being a northern corner of said 200.668 acre tract, and being also a point on the southwestern right-of-way line of said County Road 151, bears N21°43'27"W, a distance of 257.21 feet

THENCE, with the common boundary line of said 120.41 acre tract and County Road 151, S45°48'00"E, a distance of 1200.35 feet to a $\frac{1}{2}$ " iron rod found, being a northeastern corner of said 120.41 acre tract, same being a point on a southwestern right-of-way line of said County Road 151, and being also the northernmost corner of a called 12.000 acre tract of land conveyed to Dennis Ray Gage in Volume 3086, Page 634 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 12.000 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S43°04'46"W, a distance of 1048.42 feet to a $\frac{1}{2}$ " iron rod found, and
2. S46°47'28"E, a distance of 495.00 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE", being an easternmost corner of said 120.41 acre tract, same being the southernmost corner of said 12.000 acre tract and being also a point on a northwestern boundary line of a called 48.725 acre tract of land conveyed to Diane Garoznik in Volume 2583, Page 504 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract and said 48.725 acre tract, S43°21'08"W, a distance of 2388.19 feet to a 4" wood fence post, being the southernmost corner of said 120.41 acre tract, same being the westernmost corner of said 48.725 acre tract, and being also a point on a northeastern boundary line of a called 66.57 acre tract of land described as Tract II and conveyed to Walton Texas, LP. in Volume 3913, Page 496 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract, and said 66.57 acre tract, N46°49'01"W, a distance of 1048.89 feet to a capped $\frac{1}{2}$ " iron rod found, being a southwestern corner of said 120.41 acre tract, same being the northernmost corner of said 66.57 acre tract, and being an eastern corner of a called 87.36 acre tract of land conveyed to The City of Kyle in Volume 477, Page 870 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 87.36 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N46°23'03"W, a distance of 591.65 feet to a capped $\frac{1}{2}$ " iron rod set stamped "CBD SETSTONE", and
2. N53°48'03"W, a distance of 23.48 feet to a capped $\frac{1}{2}$ " iron rod found stamped "PRO-TECH", being the westernmost corner of said 120.41 acre tract, same being a northeastern corner of said 87.36 acre tract, and being also a southeastern corner of said 200.668 acre tract, from which a capped $\frac{1}{2}$ " iron rod found, stamped "C.R. Ralph", bears S58°43'27"E, a distance of 8.03 feet,

120.458 ACRES
ROBERT CARSON SURVEY, ABSTRACT NUMBER 135
ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367
HAYS COUNTY, TEXAS

THENCE, with the common boundary line of said 120.41 acre tract and said 200.668 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. N43°50'20"E, a distance of 2040.90 feet to a capped ½" iron rod found,
2. N41°12'05"W, a distance of 62.76 feet to a capped ½" iron rod found stamped "CBD 5780", and
3. N43°42'30"E, a distance of 1409.66 feet to the **POINT OF BEGINNING** and containing 120.458 acres of land.

Surveyed by:  16 Nov 2020

Aaron V. Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4304)

MAP OF PROPERTY

HCAD ID: R17263

Approx. 120.4 Acres

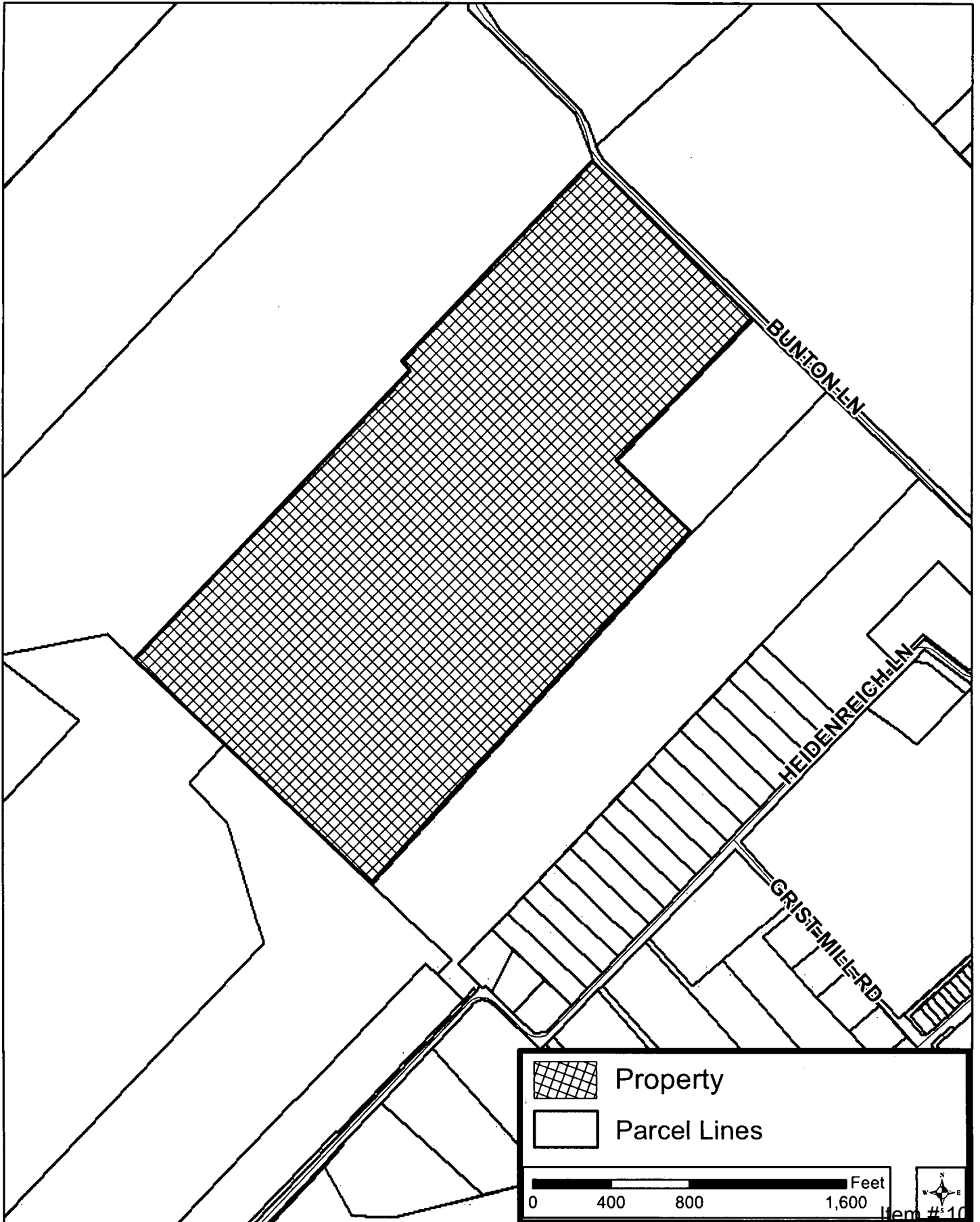


Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

This Agreement is entered into by and between the City of Kyle, Texas, a municipal corporation (“City”), and Kyle 120, LLC, and its successors and assigns (collectively, “Landowner”, whether one or more). Landowner and City may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Landowner owns land described more fully hereinafter and attached hereto (the “Subject Property”);

WHEREAS, upon the request of Landowner the City intends to institutes annexation proceedings to annex the Subject Property;

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property (the “Annexation Ordinance”), it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of the Annexation Ordinance (the “Effective Date”).

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 infrastructure 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, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

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 Landowner 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. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer 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 City-owned 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. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

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 City 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. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(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 herein:

A. Water service and maintenance of water facilities as follows:

(i) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility (County Line Special Utility District) holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect for the extension of water service.

If connected to the City's water utility system, the Subject Property's 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 Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property 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.

B. Wastewater service and maintenance of wastewater service as follows:

(i) The Subject Property Landowner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer 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 the ordinances, regulations and policies of the City. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Subject Property Landowner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as follows:

(i) The City will provide maintenance services on public streets within the Subject Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited to the following:

(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 for other similarly situated areas and customers of the City.

(C) The Subject Property Landowner(s) have specifically agreed that maintenance services will be of little benefit and not needed on the Subject Property prior to the Subject Property Landowner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Subject Property if dedicated and accepted, 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 Subject Property Landowner agrees that no improvements are required on such roadways to service the Subject Property at this time. If the Landowner(s) develop the Subject Property so as to impact abutting roadways pursuant to the City's subdivision regulations, the Landowner(s) agree to comply with such ordinances and policies of the City with regard to roadway improvements.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals or provide the services listed in (2)(A), (B) & (C), above, then in that event the Landowner(s) may request and obtain disannexation of the Subject Property pursuant to this Agreement; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Subject Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development or redevelopment of the Subject Property, the Landowner(s) will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances and policies 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.

(5) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.

(6) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and the exhibits attached to the Annexation Ordinance.

(7) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(8) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Hays County, Texas.

(9) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(10) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define

the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(11) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ___ day of July, 2021.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

LANDOWNER(S):

By: _____

Name (print): ARIAH ZATEGAR

Title: MANAGER

Date: 7/16/21

Subject Property Description

(insert)

EXHIBIT "A"**LEGAL DESCRIPTION**

BEING ALL OF THAT CERTAIN 120.458 ACRE TRACT OR PARCEL OF LAND OUT OF THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, BOTH SITUATED IN HAYS COUNTY, TEXAS, SAID 120.458 TRACT OF LAND BEING ALL OF A CALLED 120.41 ACRE TRACT OF LAND CONVEYED TO BARRY C. WUKASCH IN VOLUME 1276, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 120.458 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod found, being the northernmost corner of said 120.41 acre tract, same being the easternmost corner of a called 200.668 acre tract of land conveyed to RPC Kyle, LLC., in Document Number 19045928, and being also a point on a southwestern right-of-way line of County Road 151 (R.O.W. Varies) also known as Bunton Lane, for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract, from which a mag nail found, being a northern corner of said 200.668 acre tract, and being also a point on the southwestern right-of-way line of said County Road 151, bears N21°43'27"W, a distance of 257.21 feet

THENCE, with the common boundary line of said 120.41 acre tract and County Road 151, S45°48'00"E, a distance of 1200.35 feet to a ½" iron rod found, being a northeastern corner of said 120.41 acre tract, same being a point on a southwestern right-of-way line of said County Road 151, and being also the northernmost corner of a called 12.000 acre tract of land conveyed to Dennis Ray Gage in Volume 3086, Page 634 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 12.000 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S43°04'46"W, a distance of 1048.42 feet to a ½" iron rod found, and
2. S46°47'28"E, a distance of 495.00 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being an easternmost corner of said 120.41 acre tract, same being the southernmost corner of said 12.000 acre tract and being also a point on a northwestern boundary line of a called 48.725 acre tract of land conveyed to Diane Garoznik in Volume 2583, Page 504 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract and said 48.725 acre tract, S43°21'08"W, a distance of 2388.19 feet to a 4" wood fence post, being the southernmost corner of said 120.41 acre tract, same being the westernmost corner of said 48.725 acre tract, and being also a point on a northeastern boundary line of a called 66.57 acre tract of land described as Tract II and conveyed to Walton Texas, LP. in Volume 3913, Page 496 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract, and said 66.57 acre tract, N46°49'01"W, a distance of 1048.89 feet to a capped ½" iron rod found, being a southwestern corner of said 120.41 acre tract, same being the northernmost corner of said 66.57 acre tract, and being an eastern corner of a called 87.36 acre tract of land conveyed to The City of Kyle in Volume 477, Page 870 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 87.36 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N46°23'03"W, a distance of 591.65 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
2. N53°48'03"W, a distance of 23.48 feet to a capped ½" iron rod found stamped "PRO-TECH", being the westernmost corner of said 120.41 acre tract, same being a northeastern corner of said 87.36 acre tract, and being also a southeastern corner of said 200.668 acre tract, from which a capped ½" iron rod found, stamped "C.R. Ralph", bears S58°43'27"E, a distance of 8.03 feet,

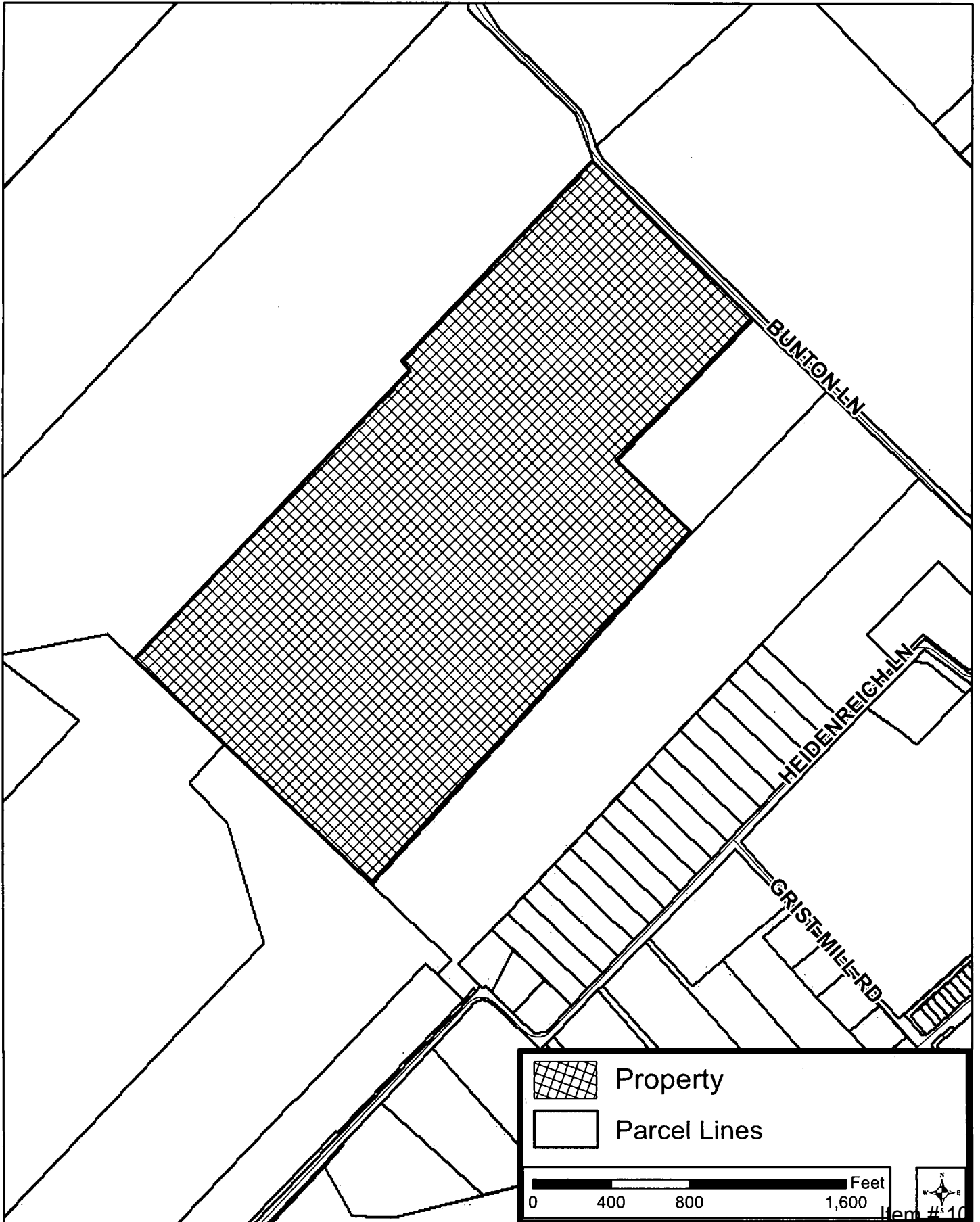
THENCE, with the common boundary line of said 120.41 acre tract and said 200.668 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. N43°50'20"E, a distance of 2040.90 feet to a capped ½" iron rod found,
2. N41°12'05"W, a distance of 62.76 feet to a capped ½" iron rod found stamped "CBD 5780", and
3. N43°42'30"E, a distance of 1409.66 feet to the **POINT OF BEGINNING** and containing 120.458 acres of land.

MAP OF PROPERTY

HCAD ID: R17263

Approx. 120.4 Acres



**SCHEDULE FOR VOLUNTARY ANNEXATION
OF KYLE 120, LLC PROPERTY ON BUNTON LANE +/- 120.458 - ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
June 1, 2021	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR JULY, 6 2021	Loc. Gov't Code, §43.0671
<p>June 23, 2021 **</p> <p>Publish notice of Public Hearing.</p> <p>&</p> <p>Send notice to school district and to each public entity.</p>	<p>NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.)</p> <p>POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.</p> <p>SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p> <p>PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Hays), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p>	<p>Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673</p> <p>Loc. Gov't Code, §§43.905 & 43.9051; <u>send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.</u></p>
July 6, 2021*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
July 6, 2021*	FIRST READING OF ORDINANCE REGULAR MEETING	Loc. Gov't Code, §43.0673
July 20, 2021 Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<p>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</p> <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 	ESD Notice: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable.

*Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.

**Newspaper notice to paper by 5 p.m. one week prior to publication

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF KYLE
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of certain area of land located within Hays County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Kyle, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees 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, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Kyle, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain area of land being 120.458-acres, more or less, out of the Robert Carson Survey, Abstract No. 135 and the Albert Pace Survey, Number 55, Abstract No. 367, Hays County, Texas and of that certain 120.458-acre tract conveyed to Barry C. Wukasch in Volume 1276, Page 182 of the Official Public Records of Hays County, Texas and 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 TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 120.458 - ACRES

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 City fire fighting force and the volunteer 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.

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.016, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.016, Texas Local Government Code is entered between the City of Kyle, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner’s Property;

WHEREAS, under Section 43.016, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.016 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the 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 43.016 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City. A "development document" is an application for a permit or approval that must be filed with a governmental entity that has jurisdiction over the Property in order to develop the Property.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District A (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Agricultural District A zoning regulations shall apply to the Property, and in addition to the uses authorized under Agricultural District A, the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Agricultural District A and applicable building codes and regulations, provided that building permits and related inspections shall only be required for additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building

permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized in Section 2.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c), or 2(d).
- (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
- (4) The filing for voluntary annexation of the Property into the City by the Owner.
- (5) The expiration of this Agreement.

- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request consent of the Owner and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.016(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. On the date not more than 180 days before the expiration of this Agreement, until the expiration of this Agreement, and at the request of the Owner and/or the City, and upon written consent of both parties, this Agreement may be extended for an additional term of up to fifteen (15) years from the date of expiration of the previous Agreement. Two such extensions may be enacted beyond the original term of this Agreement.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. Any claims regarding the City's ordinances and regulations that govern a project on the Property under Chapter 245 shall be determined as if the Property were located within the City limits and subject to Agricultural District A at the time that the application, plan for development, or plat application (except for those allowed under Section 2) was filed with a regulatory agency. The Owner further waives any and all claims that the Owner may have under Section 43.002(a) that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property

following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 is not modified by this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property or an authorized representative has signed this Agreement and that the Agreement is binding on all owners of the Property.

Section 8. 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. Furthermore, the Owner and the Owner’s heirs, successor, 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 the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Barry Wukasch
PO Box 4926
Cave Creek, AZ 85327-4926

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future Owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the

Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. 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 15. Effect of Future Laws. 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 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Section 20. Cooperation of Parties; Intent. The Parties shall reasonably cooperate in good faith to give effect to the provisions and intent of this Agreement. The intent of this Agreement is that the Property remain in the City's ETJ until the Property is developed or used for other than for agriculture, wildlife management, or timberland uses, as further defined in Section 2, and that development of the Property or changes in use of the Property, as defined in Section 3, will constitute the Owner's request to be annexed into the city so that the Property will be

annexed into the City.

Entered into this 26 day of August, 2019.

Owner (s)

Barry C. Wukasch

Printed Name: BARRY C, WUKASCH

Printed Name: _____

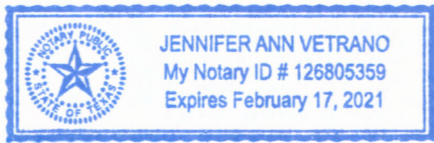
City of Kyle, Texas

Travis Mitchell
Travis Mitchell, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Barry C. Wukasch, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of August, 2019.



Jennifer A. Vetrano
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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 _____, 2019.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Travis Mitchell, Mayor, City of Kyle, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of September, 2019.

Jennifer A. Vetrano
Notary Public - State of Texas

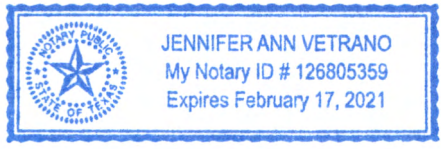


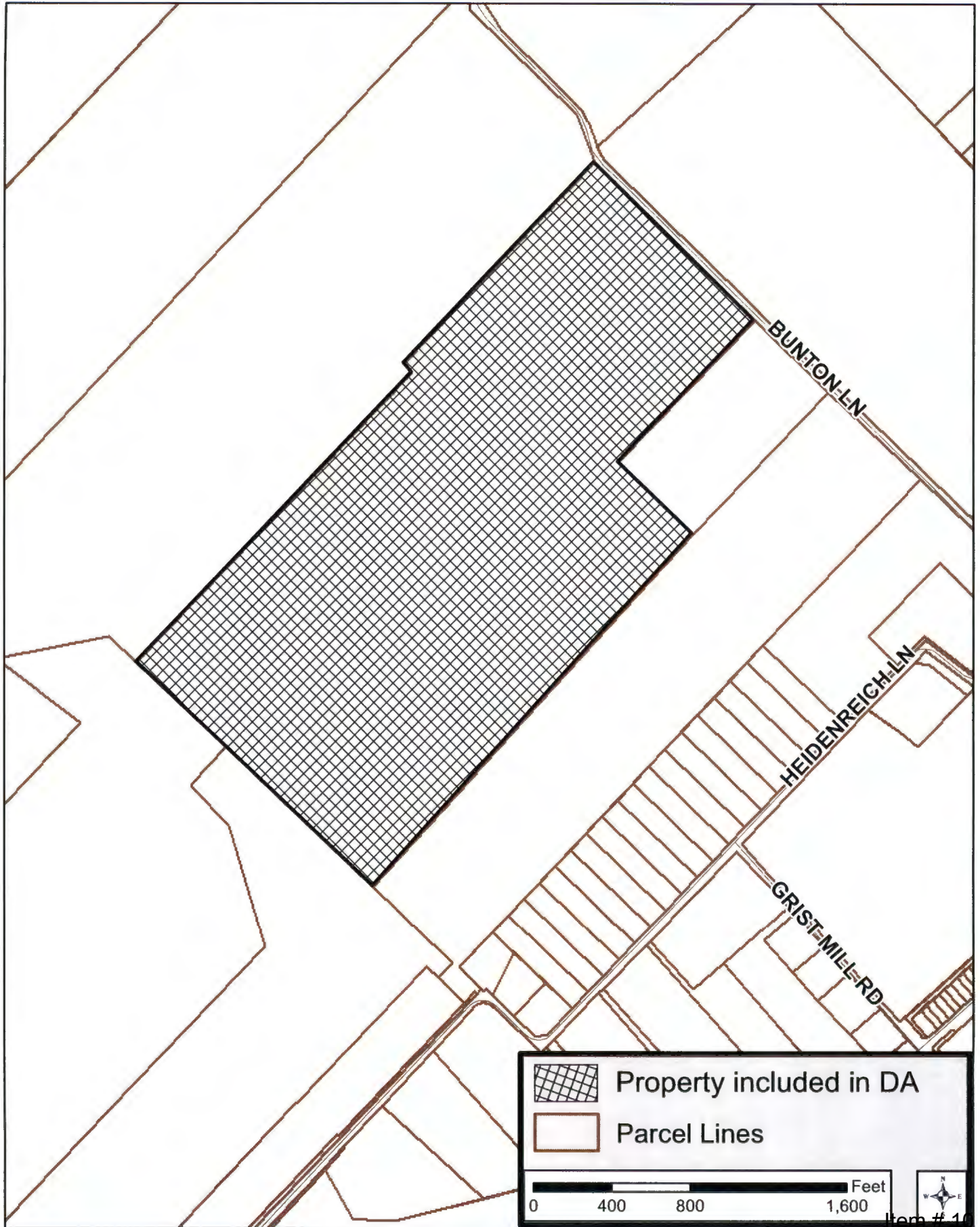
EXHIBIT "A"
Property Location Map

Exhibit A

Wukasch Development Agreement

HCAD ID: R17263

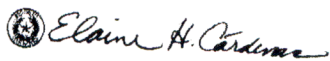
Approx. 120.4 Acres



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.

19031783 AGREEMENT
09/09/2019 03:07:57 PM Total Fees: \$62.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

15/ITC/PAA/2038812 -BCP

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.

After Recording Return to:

Capitol Life Insurance Company
1605 LBJ Freeway, Suite 700
Dallas, Texas 75234
Attn: Loan Servicing

Grantor's State of Org.: Delaware

HAYS COUNTY, TEXAS

**DEED OF TRUST, ASSIGNMENT
OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

This DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Instrument") is made this 9th day of February, 2021, by and among KYLE 120 LLC, a Delaware limited liability company ("Grantor") (Grantor, may be referred to as the "Borrower"), with a business address of 1705 S. Capital of Texas Hwy, Suite 400, Austin, Texas 78746, to James B. Parks, Esq., with a business address of 5728 Lyndon B Johnson Freeway, Suite 150, Dallas, Texas 75240 (together with any substitute or successor, the "Trustee"), for the benefit of CAPITOL LIFE INSURANCE COMPANY, a Texas insurance company ("Lender") with an address of 1605 LBJ Freeway, Suite 700, Dallas, Texas 75234:

A. CONSIDERATION AND CONVEYANCE. For and in consideration of that certain Promissory Note dated of even date herewith (the "Note") executed by Borrower and payable to the order of Lender, evidencing a loan in the original principal amount One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) made by Lender to Borrower, and of the making of the loan evidenced thereby and described in the Loan Agreement (as herein defined), Grantor does hereby grant, convey, and warrant to the Trustee, for the benefit of Lender, that certain real estate owned by such Grantor consisting of land with improvements located thereon in Hays County, Texas (collectively, the "Premises"), and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all the easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way pertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or in expectancy, now or hereafter acquired;

TOGETHER with all buildings, improvements and all other structures, and all replacements thereof, now or hereafter standing upon the Premises, or any part thereof, including all plant, equipment, apparatus, machinery and fixtures of any and every kind forming any part of such structures, buildings and/or improvements (collectively, the "Improvements");

TOGETHER with any and/or all personal property, fixtures, fittings, appliances, chattels, furniture, furnishings, apparatus, building materials, equipment and machinery, and/or articles of personal

property, including, but not limited to heating and air conditioning equipment, sprinkler and lighting systems, carpeting and window treatments and the replacements thereof, now or at any time hereafter owned by the Grantor and affixed to, attached to, placed upon, or used in any way in connection with, the complete and comfortable use, enjoyment, occupancy and/or operation of the Premises and the Improvements (collectively, the “**Equipment**”);

TOGETHER with all leases of, and contracts relating to, the Premises, the Improvements and/or the Equipment, whether now existing or hereafter entered into, and all rents, income, revenue, fees, issues and profits (collectively, the “**Rents and Profits**”) arising from the Premises, the Improvements and/or the Equipment, provided that until the occurrence of an Event of Default (as herein defined) and the failure to cure the same as set forth below and the election of the Lender to collect the Rents and Profits after such uncured Event of Default (as herein defined), Grantor shall have the right to collect and dispose of the Rents and Profits without restriction, and provided further that this assignment shall not impose upon the Trustee or the Lender any of the Grantor’s obligations under such leases or contracts except for obligations which arise after the Trustee or the Lender (or its agents) take possession of the Premises;

TOGETHER with any and all tangible or intangible property of the Grantor now or hereafter used in, arising out of, or relating to the construction, ownership or operation of the Premises, the Improvements and/or the Equipment, including, without limitation, documents, instruments, accounts, chattel paper, general intangibles and proceeds [each of the foregoing as defined in the Uniform Commercial Code of Texas or the Uniform Commercial Code of Delaware, (as applicable, the “**Code**”)], architectural and engineering plans and specifications for the Premises, the Improvements and/or the Equipment, or any portion thereof, contract rights, permits, licenses, agreements or other rights or agreements pertaining to the construction, leasing or management of the Property (as herein defined), including without limitation, any management agreement or any and all service contracts, interests in utility security deposits or bonds, reimbursement rights from water and other utility districts and any funds, letters of credit or other property which are now or hereafter provided by the Grantor to assure the payment of all indebtedness secured by this Security Instrument and the performance of all obligations of the Grantor to the Lender under the Loan Agreement (as herein defined); and

TOGETHER with all of the Grantor’s rights now owned or hereafter acquired to the proceeds from the sale, exchange, collection or other disposition or conversion, whether voluntary or involuntary, of any of the Property into cash or other liquidated claims, including, without limitation, all awards, payments and proceeds included thereon, and the right to receive the same, which may be made as the result of any casualty, any exercise of the right of eminent domain or deed in lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value of the Property, together with reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such awards, payments and proceeds;

IN TRUST to secure the performance of the covenants herein contained and in the loan agreement of even date herewith between Grantor and Lender (“**Loan Agreement**”) and the payment of the Note (as herein defined) executed by the Grantor and payable to the order of Lender. This Security Instrument shall also secure the payment of any and all additional indebtedness of the Grantor to Lender related to the Property as provided for in this Security Instrument, whether as future advancements or otherwise, together with any renewals or extensions of the Note and/or such additional indebtedness. The liens and security interests created and granted by this Security Instrument are obligations incurred for the construction of improvements on land. The sums secured by the Security Instrument shall be referred to as the “**Indebtedness**”.

B. **THE PROPERTY.** The Premises, the Improvements, the Equipment, the Rents and Profits, and all other real estate, fixtures, personal property and/or other property referred to above, as well as any interest therein now owned or held and/or hereafter acquired by the Grantor, are herein collectively referred to as the “**Property**.”

C. **SECURITY AGREEMENT.** This Security Instrument, in addition to creating and constituting a lien on real estate, is a security agreement within the meaning of the Code and shall support any

financing statement showing Lender's interest as a secured party with respect to any portion of the Property described in such financing statement, which description is hereby incorporated by reference. Lender, in addition to, and not in lieu or in limitation of, its rights and remedies provided herein, shall have all of the rights and remedies of a secured party under the Code with respect to the Property to the extent that the Property may be subject to the Code. This Security Instrument covers goods that are or are to become fixtures (as defined by the Code) and the recordation of this Security Instrument shall also constitute a fixture filing in accordance with the provisions of the Code (the Grantor is the debtor and Lender is the Secured Party). The Grantor consents to the filing of one or more financing statements, continuation statements or amendments in a form satisfactory to Lender, who is authorized to file the same in any location deemed necessary or advisable to perfect the security interest granted to Lender in this Security Instrument. The Grantor, at its expense, shall execute, deliver and record, from time to time, such further instruments as may be requested by Lender to confirm or perfect the lien of and/or the security interest created by this Security Instrument on or in any of the Property.

D. COVENANTS. Grantor covenants and agrees as follows:

1. Payment and Other Obligations. The Grantor shall pay the principal of, and interest on, the Note, together with all other sums thereunder, when and as the same shall become due, and the Grantor shall observe and perform all other provisions, terms, covenants, warranties, conditions and obligations contained in (a) this Security Instrument, (b) the Loan Agreement, (c) the Note, (d) any other certificate, indemnity, deed of trust, security agreement, assignment of leases and all other agreements which are now, or subsequently may be, executed to secure the obligations of the Grantor to Lender (items (a) through (d) above, sometimes collectively referred to in this Security Instrument as the "Loan Documents").

2. No Alteration or Demolition. Grantor shall not materially alter or demolish any of the Improvements without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed, and shall comply with all statutes, ordinances and requirements of any governmental authority relating to the Property, and any part thereof, or the Grantor's operations thereat.

3. Inspection. Lender may, at any time, cause an inspection by its representatives to be made of the Property, and such representatives shall be permitted reasonable access to the Property and every part thereof, subject, however, to the rights of the tenants therein. If any such inspection shows the need of restoration, repairs or maintenance and Lender makes reasonable demand therefor, Grantor shall proceed within thirty (30) days after such demand has been made to effect such restoration, repairs or maintenance and shall expeditiously complete the same in a good and workmanlike manner to the reasonable satisfaction of Lender.

4. No Liens or Subordinate Financing. Grantor shall keep the Property free from liens which may have priority over the lien of this Security Instrument, except liens for taxes not yet due, and shall not allow any subordinate mortgage, deed of trust or security interest to encumber the Property.

5. Indemnification. GRANTOR SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS THE TRUSTEE AND LENDER FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND REASONABLE EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST, THE TRUSTEE AND/OR LENDER BY REASON OF (A) ANY FAILURE ON THE PART OF THE GRANTOR TO PERFORM OR COMPLY WITH ANY OF THE COVENANTS OR CONDITIONS OF THIS SECURITY INSTRUMENT; (B) THE PERFORMANCE OF ANY LABOR OR SERVICES AND THE FURNISHING OF ANY MATERIALS OR OTHER PROPERTY WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF; OR (C) ANY ACCIDENT, INJURY TO OR DEATH OF PERSONS OR LOSS OF OR DAMAGE TO PROPERTY OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF. ALL MONEYS ADVANCED BY LENDER UNDER ANY PROVISIONS OF THIS PARAGRAPH SHALL BEAR INTEREST AT THE APPLICABLE RATE DEFINED IN THE NOTE FROM THE DATE ADVANCED AND SHALL BE SECURED BY THIS SECURITY INSTRUMENT AND SHALL BE REPAYED BY GRANTOR ON DEMAND OF THE LENDER. ALL SUCH CHARGES, WITH INTEREST,

SHALL BE DUE WITHIN THIRTY (30) DAYS AFTER LENDER NOTIFIES GRANTOR OF SUCH CHARGES, AND IF NOT PAID BY SUCH DATE, WILL BEAR INTEREST AT THE DEFAULT INTEREST RATE STATED (AND AS DEFINED) IN THE NOTE. PAYMENTS MADE FOR TAXES BY LENDER SHALL BE A FIRST LIEN ON THE PROPERTY TO THE EXTENT OF THE TAXES SO PAID WITH INTEREST FROM THE DATE OF PAYMENT, REGARDLESS OF THE RANK AND PRIORITY OF THIS SECURITY INSTRUMENT. IN THE EVENT THAT ANY ACTION, SUIT OR PROCEEDING IS BROUGHT AGAINST THE TRUSTEE AND/OR LENDER BY REASON OF ANY SUCH OCCURRENCE, THE GRANTOR, UPON LENDER'S REQUEST, SHALL, AT THE GRANTOR'S SOLE EXPENSE, RESIST AND DEFEND SUCH ACTION, SUIT OR PROCEEDING OR WILL CAUSE THE SAME TO BE RESISTED AND DEFENDED BY COUNSEL DESIGNATED BY THE GRANTOR AND APPROVED BY LENDER.

6. Insurance Requirements. The Grantor shall maintain and provide Lender with insurance in accordance with the Loan Agreement.

7. Insurance and Condemnation Proceeds. Proceeds of insurance, and any eminent domain or condemnation action shall be distributed in accordance with the terms of the Loan Agreement.

8. Property Management. In the Event of Default, Lender shall have the right to approve and/or reject any property management firm employed by the Grantor to manage the Premises, the Improvements and/or any portion thereof, as well as the right to require a change in such property management firm if, in Lender's reasonable opinion, the Premises and the Improvements are not being capably managed or managed so as to effectively maximize the income potential of the Premises and/or the Improvements, and any agreement with such property management and any fee payable thereunder must be subordinate to the Security Instrument and terminable by Lender in accordance with the provisions hereof and the other Loan Documents. Notwithstanding the foregoing, any affiliated property manager of the Grantor shall be approved.

9. Maintenance of Property. With respect to the Property, the Grantor shall keep the same in good condition and repair; pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable; furnish to Lender receipts showing payment of any such taxes and assessments; pay all utility charges, assessments and debts for repair or improvements of whatever nature now existing or hereafter arising that may become liens upon or charges against the Property; comply with, or cause to be complied with, all requirements of any governmental authority relating to the Property; and promptly repair, restore, replace or rebuild any part of the Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation proceeding or exercise of eminent domain, pursuant and subject to the terms and conditions of paragraph 7 hereof.

10. Waste, Use and Liens. Grantor shall not commit, nor suffer to be committed, any material waste of the Property; nor initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property, or any part thereof; nor permit any lien or encumbrance, of any kind or character, to accrue or remain on the Property or any part thereof without the written consent of the Lender.

11. Compliance with Laws and Regulations. To Grantor's knowledge, Grantor represents and warrants to Lender that the Premises complies with all requirements and conditions set forth in all zoning ordinances and state and local building codes, all federal, state and local governmental wetland, coastal waters and environmental protection acts and any other ecological, environmental or use restrictions and all other governmental laws, rules and regulations applicable to or affecting the Premises. Grantor shall continue to comply with the same now and in the future, and any failure to so comply shall constitute an Event of Default (as herein defined), subject to any applicable notice and cure period specifically set forth in the Loan Documents. In furtherance of the foregoing and without limiting any other rights and/or remedies of Lender, in the event that there shall be filed any lien against the Property by any entity with respect to any of the matters specified in this paragraph, then Grantor agrees to cause such lien to be removed from the Property or provide a bond satisfactory to Lender insuring that Lender shall continue to enjoy first lien status within sixty (60) days

from the date that such lien is placed against the Property or within such shorter period of time as the circumstances shall permit (but in all events at least ten (10) days before any sale of the Property to satisfy such lien) in the event that the holder of such lien takes the steps to cause the Premises to be sold pursuant thereto. Should Grantor cause, suffer or permit any violation of any of the foregoing laws, rules and/or regulations, or fail to remove or provide satisfactory bond as described herein in the event of the filing of any such lien, then this Security Instrument, the Note and all other instruments securing the Loan shall at the option of Lender become immediately due and payable.

12. Disclosure of Defaults and Liens. The Grantor shall promptly disclose to Lender any Event of Default (as herein defined) that is continuing of which the Grantor becomes aware. Furthermore, the Grantor shall promptly disclose to Lender any Disposition and/or Encumbrance (as herein defined) of which it becomes aware and shall immediately disclose to Lender any negotiations of which it becomes aware which are related to a Disposition and/or an Encumbrance.

13. Escrows. Grantor shall deposit and pay to Lender, on each payment date specified in the Note, a sum equivalent to one-twelfth (1/12) of the estimated annual taxes assessed or levied against the Property to be furnished by Grantor, and upon the date when any such tax or insurance premiums shall become due, shall pay Lender an amount which, taken together with tax theretofore made and not expended for taxes, shall be sufficient to pay and discharge such tax. Lender shall not be liable for interest on any such tax deposits and may mingle the same with its general funds, and such deposits shall create a debtor-creditor relationship and not that of a trust. Grantor shall procure and deliver to Lender, in advance, statements for such charges. Payments from said account for such purposes may be made by Lender at Lender's discretion, even though subsequent owners of the Property described herein may benefit thereby. In the event of any default under the terms of this Security Instrument, any part or all of the balance of said account may be applied to any part of the indebtedness hereby secured, and, in refunding any part of said account, Lender may deal with whomever is represented to be the owner of said Property at that time. The enforceability of the covenants relating to taxes and insurance premiums provided for herein shall not be affected, except to the extent that said obligations have been actually met by compliance with this paragraph.

14. Hazardous Materials. Grantor shall maintain the Property at all times so that (a) the Property is free from hazardous or toxic waste materials or substances ("**Hazardous Materials**") as defined by any law relating to environmental conditions, including without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. § 5101, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Clean Water Act, 33 U.S.C. § 7401, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all similar federal, state and local environmental statutes, ordinances and any regulations, orders, or decrees now or hereafter promulgated thereunder (collectively, the "**Hazardous Material Laws**") that violate acceptable levels permitted by such Hazardous Material Laws, (b) to Grantor's knowledge, without investigation or inquiry, no notice has been received that the Property is not subject to federal, state or local regulations or liability because of waste materials and/or debris, "**PCB's**" or PCB items (as defined in 40 C.F.R. § 761.3), underground storage tanks, "asbestos" (as defined in 40 C.F.R. § 763.63), or the past or present accumulation, spillage or leakage of any substance, and (c) no notice has been received that any condition exists which is, or may be, characterized by any federal or local government or agency as an actual or potential threat or danger to the environment. Grantor shall provide to Lender, within thirty (30) days after the Grantor's receipt thereof, copies of all notices from federal or local governments and/or agencies alleging any such threat or danger or alleging violation of any Hazardous Material Laws, or requesting information regarding the Property's compliance with the same. Grantor shall provide to Lender copies of all of the Grantor's responses to such notices and/or requests simultaneously with the responses to such government or agency. GRANTOR SHALL, AND HEREBY AGREES TO, INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS

LENDER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST (A) ANY LOSS, LIABILITY, DAMAGE, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN, ALL COSTS OF REPAIRS, CLEAN UP, DETOXIFICATION AND/OR REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WITH RESPECT TO THE PROPERTY AND ANY LIABILITY TO ANY THIRD PARTY IN CONNECTION WITH ANY VIOLATION OF A HAZARDOUS MATERIAL LAW; (B) ANY OTHER LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM WHICH MAY BE INCURRED BY OR ASSERTED AGAINST LENDER DIRECTLY OR INDIRECTLY ARISING FROM THE PRESENCE ON, OR UNDER, AND/OR THE DISCHARGE, EMISSION OR RELEASE FROM THE PROPERTY INTO OR UPON THE LAND, ATMOSPHERE, OR ANY WATERCOURSE, BODY OF SURFACE OR SUBSURFACE WATER OR WETLAND, ARISING FROM THE INSTALLATION, USE, GENERATION, MANUFACTURE, TREATMENT, HANDLING, REFINING, PRODUCTION, PROCESSING, STORAGE, REMOVAL, CLEAN UP OR DISPOSAL OF ANY HAZARDOUS MATERIAL WHETHER OR NOT CAUSED BY GRANTOR; (C) ANY LOSS OF VALUE OF THE PROPERTY AS A RESULT OF ANY SUCH LIEN, CLEAN UP, DETOXIFICATION, LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OR A FAILURE OR DEFECT IN TITLE OCCASIONED BY ANY HAZARDOUS MATERIAL OR HAZARDOUS MATERIAL LAW; AND (D) ALL FORESEEABLE AND UNFORESEEABLE INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY VIOLATION OF HAZARDOUS MATERIAL LAWS.

15. OFAC. At all times throughout the term of the Indebtedness made pursuant to and arising out of the Loan Documents, Grantor and all of its respective Affiliates (defined below) shall (i) not be a Prohibited Person (defined below), and (ii) be in full compliance with all applicable orders, rules, regulations and recommendations of the Office of Foreign Assets Control ("OFAC") of the U. S. Department of the Treasury. The term "Prohibited Persons" shall mean any person or entity: (i) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom Bank is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (iv) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specially designated national and blocked person" on the most current list published by OFAC at its website, www.ustreas.gov/offices/enforcement/ofac or at any replacement website or other replacement or supplemental official publication of such list; or (vi) who is an Affiliate of or affiliated with a person or entity listed above. The term "Affiliate" as used herein shall mean, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with such person or entity, or is a director or officer of such person or entity or of an Affiliate of such person or entity. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership or voting securities or interest, by contract or otherwise.

E. EVENT OF DEFAULT.

1. Event of Default. Upon an Event of Default (as defined in the Loan Agreement), or upon the default in any other covenant herein, or upon the occurrence of any default under any other Loan Document (after the provision of any required notice thereto and the application of any cure period applicable thereto), there shall be an event of default hereunder (an "Event of Default").

2. Remedies. If an Event of Default occurs and is continuing after expiration of applicable cure periods, Lender may, at Lender's election, and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Property. Enter the Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Grantor remains in possession of the Property after an Event of Default and without Lender's prior written consent, Lender may invoke any legal remedies to dispossess Grantor.

(c) Operation of Property. Hold, lease, develop, manage, operate or otherwise use the Property upon such terms and conditions as Lender may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Lender deems Lender necessary or desirable), and apply all Rents and Profits and other amounts collected by Lender or Trustee in connection therewith.

(d) Foreclosure and Sale. Sell or offer for sale the Property in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale shall be made in accordance with the applicable provisions of Section 51.002 of the Texas Property Code, as amended, or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust relating to the sale of real estate or by Chapter 9 of the UCC relating to the sale of collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same. At any such sale (i) whether made under the power herein contained, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to be physically present, or to have constructive possession of, the Property (Grantor shall deliver to Trustee any portion of the Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if Trustee had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Grantor, (iii) each recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law, and appointment of any successor Trustee hereunder, (iv) any prerequisites to the validity of such sale shall be conclusively presumed to have been performed, (v) the receipt of Trustee or other party making the sale shall be a sufficient discharge to the purchaser or purchasers for his or their purchase money and no such purchaser or purchasers, or his or their assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or non-application thereof, and (vi) to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Lender may be a purchaser at such sale and if Lender is the highest bidder, may credit the portion of the purchase price that would be distributed to Lender against the Indebtedness in lieu of paying cash.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Property for the repayment of the Indebtedness, the appointment of a receiver of the Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Property upon such terms as may be approved by the court.

(f) UCC. Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the personal property, and (ii) request Grantor at its expense to assemble the personal property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the personal property sent to Grantor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Grantor.

(g) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Security Instrument).

3. Separate Sales. The Property may be sold in one or more parcels and in such manner and order as Trustee, in his sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4. Remedies Cumulative, Concurrent and Nonexclusive. Lender shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and the other Loan Documents, or against the Property, or against any one or more of them, at the sole discretion of Lender, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Lender in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

5. Release of and/or Resort to Collateral. Lender may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Property.

6. Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of Trustee's election to exercise or his actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

7. Discontinuance of Proceedings. If Lender shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Lender shall have the unqualified right to do so and, in such an event, Grantor and Lender shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Lender thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

8. Application of Proceeds. The proceeds of any sale of, and the Rents and Profits and other amounts generated by the holding, leasing, management, operation or other use of the Property, shall be applied by Lender or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the reasonable costs and expenses of taking possession of the Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (i) Trustee's and receiver's fees and expenses, (ii) court costs, (iii) reasonable attorneys' and accountants' fees and expenses, (iv) costs of advertisement, (v) insurance premiums and (vi) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Lender under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the obligations of Grantor in such manner and order of preference as Lender in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

9. TARA. Notwithstanding anything to the contrary contained herein, Lender is entitled to all the rights and remedies of an assignee set forth in Chapter 64 of the Texas Property Code, the Texas Assignment of Rents Act ("TARA"). The assignment of leases and rents provided in this Security Instrument shall constitute and serve as a security instrument under TARA. Lender shall have the ability to exercise its rights related to the leases and rents, in Lender's sole discretion and without prejudice to any other remedy available, as provided in this Security Instrument or any other Loan Document or as otherwise allowed by applicable law, including, without limitation, TARA. Notwithstanding anything to the contrary contained in this Security Instrument or the other Loan Documents, to the extent this Security Instrument or any of the other Loan Documents contain any notice or cure period, the date enforcement of Lender's rights under TARA begins shall not be affected, extended or otherwise modified by reason of such periods.

10. Occupancy After Foreclosure. The purchaser at any foreclosure sale shall become the legal owner of the Property. All occupants of the Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Property.

11. Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Lender shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Lender under this Section 10, or otherwise under this Security Instrument or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Note), and all such sums, together with interest thereon, shall be secured by this Security Instrument.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Security Instrument and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Security Instrument and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Lender in respect thereof, by litigation or otherwise.

12. No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Security Instrument, the security interests granted hereunder, nor any other remedies afforded to Lender

under the Loan Documents, at law or in equity shall cause Lender to be deemed or construed to be a mortgagee in possession of the Property, to obligate Lender to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the leases of the Property.

13. Actions and Proceedings. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Grantor, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

14. Waiver of Deficiency Statute.

(a) In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Grantor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Grantor agrees that Lender shall be entitled to seek a deficiency judgment from Grantor and/or any other party obligated on the Indebtedness equal to the difference between the amount owing on the Indebtedness and the amount for which the Property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this Section 13 constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or Guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Grantor and/or others against whom recovery of a deficiency is sought.

(b) Alternatively, in the event the waiver provided for in Subsection (a) above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004 and 51.005 of the Property Code (as amended from time to time): (i) the Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve [12] months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorneys' fees, and marketing costs; (iv) the gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years' experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

F. TRUSTEE. The Trustee shall be under no duty to take any action hereunder, except as expressly required, or to perform any act which would involve them in expense or in liability or require them to institute or defend any suit in respect hereof, unless properly indemnified to their satisfaction. All reasonable expenses, charges, counsel fees and other disbursement incurred by the Trustee in and about the administration and execution of the trusts hereby created, and the performance of their duties and powers hereunder, shall be secured by the Security Instrument prior to the indebtedness represented by the Note, and shall bear interest at the Applicable Rate (as defined in the Note). From time to time, by an instrument signed and acknowledged by

of any other person so obligated, to take action to foreclose or otherwise enforce any of the provisions hereof or of any obligations secured hereby, (b) the release, regardless of consideration, of the whole, or any part of, the security held for the indebtedness secured hereby, and/or (c) any agreement or stipulation between any subsequent owner or owners of the Property, or any part thereof, and Lender to extend, from time to time, the time of payment or to modify the terms of the Note or this Security Instrument without first having obtained the consent of the Grantor or such other person.

3. Payments by Lender. Upon the failure of the Grantor to pay any installment due under the Note or other charges above-mentioned as they become due and payable, or to pay any other of the debts or liens above-mentioned at the time above mentioned, or to keep and maintain the Property in good repair and good condition, or to insure the Property, or to deliver the policies of insurance as herein agreed, or to perform any of the covenants and agreements herein, Lender is hereby authorized, at its option, as applicable: to insure the Property, and/or any part hereof, and to pay the costs of such insurance, or to pay such taxes, liens, assessments, cost of repair and/or maintenance and/or other charges herein mentioned, or any part thereof, or to remedy the Grantor's failure to perform hereunder and to pay the costs associated therewith. The Grantor shall refund on demand all sums so paid, with interest thereon at the Default Interest Rate as defined in the Note. The Security Instrument shall stand as security for all sums so paid, which shall become a part of the indebtedness hereby secured; provided, however, that the retention of a lien hereunder for any sums so paid shall not be a waiver of any subrogation or substitution which Lender might otherwise have had. In the event that (a) the Grantor shall fail to keep the Property insured in the manner and at the times herein provided, (b) any installment of interest or payment of principal is not paid at or within the time required by terms of the Note, (c) the actual demolition or removal of any of the Property is threatened, (d) the Grantor fails to timely do any of the things herein agreed to be done, or (e) there occurs any breach of any of the terms hereof or of the Note, then, and in any of such event, and when same shall constitute an Event of Default hereunder, whether or not Lender has paid any of the taxes, liens or other charges, or procured the insurance, or remedied the Grantor's failure to perform, all as mentioned above, Lender shall be entitled to exercise any or all remedies provided for or referred to in this Security Instrument.

4. Modification. This Security Instrument may not be changed orally, and no waiver or modification of this Security Instrument, or of any covenant, condition or provision herein contained, shall be valid unless in writing and duly executed by the Grantor, Trustee, and by a duly authorized officer or representative of Lender, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation arising out of or affecting the Security Instrument, or any rights or obligations hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

5. Severability. If any part, portion, term or provision of this Security Instrument is held to be invalid or illegal by a court of competent jurisdiction, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such part, portion, term or provision were not contained in this Security Instrument.

I. DUE ON TRANSFER. NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED HEREBY. If all, or any part of, the Property, or any equity interest in Grantor, or its members, partners or stockholders, or any interest therein, is (a) sold or transferred without Lender's prior written consent (collectively a "**Disposition**"), except as permitted in the Loan Documents, or (b) encumbered (whether voluntarily or involuntarily by another party, through attachment, levy or other means) or subjected to a security interest by Grantor to any party other than Lender (collectively an "**Encumbrance**") or if the existence of the Grantor is terminated (also a "**Disposition**" herein) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums due under the Note to be immediately due and payable. For the purpose of this paragraph, a sale, transfer or pledge of any portion of the ownership interest in Grantor shall be deemed a sale or transfer.

J. LATE CHARGES. The Note provides that Lender may charge a late payment equal to five percent (5%) of a late installment for any payment received more than ten (10) days after its due date, except for the final payment due on maturity of the Note, which shall not be subject to a late payment charge unless it is received more than thirty (30) days after its due date, and, therefore, all such late payment charges shall also be secured by this Security Instrument and all other Loan Documents.

K. CHANGE IN TAXATION METHOD. In the event of the passage after the date of this Security Instrument of any law of the State of Texas, deducting from the value of land, for the purpose of taxation, any lien thereon or changing in any way the laws now in force for the taxation of deeds of trusts or debts secured by mortgage for State or local purposes, or the manner of the collection of such taxes so as to cause the assessment of a tax on Lender or a lien or charge on this Security Instrument, the entire principal balance under said Note, together with all accrued interest thereon, at the option of said Lender, forthwith shall become due and payable; provided, however, that such option shall be ineffective if Grantor is permitted by law to pay the whole of such tax, in addition to all other payments required hereunder, and, if prior to such specified date, Grantor does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Security Instrument.

L. WAIVER OF TRIAL BY JURY, GRANTOR AND LENDER HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS OR ANY OTHER INSTRUMENT EVIDENCING, SECURING OR RELATING TO THE INDEBTEDNESS OR OTHER OBLIGATIONS SECURED HEREBY OR ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THE LOAN OR TO THE LOAN DOCUMENTS. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS. LENDER HAS IN NO WAY AGREED WITH OR REPRESENTED TO GRANTOR OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

M. CROSS-COLLATERALIZATION; CROSS-DEFAULT. In addition to the Note, this Security Instrument secures all obligations, debts, and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether a Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

[Signature page to follow]

EXHIBIT "A"**LEGAL DESCRIPTION**

BEING ALL OF THAT CERTAIN 120.458 ACRE TRACT OR PARCEL OF LAND OUT OF THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, BOTH SITUATED IN HAYS COUNTY, TEXAS, SAID 120.458 TRACT OF LAND BEING ALL OF A CALLED 120.41 ACRE TRACT OF LAND CONVEYED TO BARRY C. WUKASCH IN VOLUME 1276, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 120.458 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod found, being the northernmost corner of said 120.41 acre tract, same being the easternmost corner of a called 200.668 acre tract of land conveyed to RPC Kyle, LLC., in Document Number 19045928, and being also a point on a southwestern right-of-way line of County Road 151 (R.O.W. Varies) also known as Bunton Lane, for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract, from which a mag nail found, being a northern corner of said 200.668 acre tract, and being also a point on the southwestern right-of-way line of said County Road 151, bears N21°43'27"W, a distance of 257.21 feet

THENCE, with the common boundary line of said 120.41 acre tract and County Road 151, S45°48'00"E, a distance of 1200.35 feet to a ½" iron rod found, being a northeastern corner of said 120.41 acre tract, same being a point on a southwestern right-of-way line of said County Road 151, and being also the northernmost corner of a called 12.000 acre tract of land conveyed to Dennis Ray Gage in Volume 3086, Page 634 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 12.000 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S43°04'46"W, a distance of 1048.42 feet to a ½" iron rod found, and
2. S46°47'28"E, a distance of 495.00 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being an easternmost corner of said 120.41 acre tract, same being the southernmost corner of said 12.000 acre tract and being also a point on a northwestern boundary line of a called 48.725 acre tract of land conveyed to Diane Garoznik in Volume 2583, Page 504 (O.P.R.H.C.TX.), for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract and said 48.725 acre tract, S43°21'08"W, a distance of 2388.19 feet to a 4" wood fence post, being the southernmost corner of said 120.41 acre tract, same being the westernmost corner of said 48.725 acre tract, and being also a point on a northeastern boundary line of a called 66.57 acre tract of land described as Tract II and conveyed to Walton Texas, LP. in Volume 3913, Page 496 (O.P.R.H.C.TX.), for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said 120.41 acre tract, and said 66.57 acre tract, N46°49'01"W, a distance of 1048.89 feet to a capped ½" iron rod found, being a southwestern corner of said 120.41 acre tract, same being the northernmost corner of said 66.57 acre tract, and being an eastern corner of a called 87.36 acre tract of land conveyed to The City of Kyle in Volume 477, Page 870 (O.P.R.H.C.TX.),

THENCE, with the common boundary line of said 120.41 acre tract and said 87.36 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. N46°23'03"W, a distance of 591.65 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
2. N53°48'03"W, a distance of 23.48 feet to a capped ½" iron rod found stamped "PRO-TECH", being the westernmost corner of said 120.41 acre tract, same being a northeastern corner of said 87.36 acre tract, and being also a southeastern corner of said 200.668 acre tract, from which a capped ½" iron rod found, stamped "C.R. Ralph", bears S58°43'27"E, a distance of 8.03 feet,

THENCE, with the common boundary line of said 120.41 acre tract and said 200.668 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. N43°50'20"E, a distance of 2040.90 feet to a capped ½" iron rod found,
2. N41°12'05"W, a distance of 62.76 feet to a capped ½" iron rod found stamped "CBD 5780", and
3. N43°42'30"E, a distance of 1409.66 feet to the **POINT OF BEGINNING** and containing 120.458 acres of land.

**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.

21006991 DEEDOFTRUST
02/10/2021 08:05:06 AM Total Fees: \$86.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided:

A0367 ALBERT PACE SURVEY, ACRES 120.41

of lots (if subdivided): _____ # of acres: 120.458

Site APN/Property ID #(s): R17263

Location: 800 BUNTON LANE, KYLE, TX 78540 County: Hays County

Development Name: 800 BUNTON

OWNER

Company/Applicant Name: KYLE 120 LLC

Authorized Company Representative (if company is owner): ARIAH RASTEGAR

Type of Company and State of Formation: a Delaware limited liability company

Title of Authorized Company Representative (if company is owner): Manager

Applicant Address: 1705 S CAPITAL OF TEXAS HWY STE 400, AUSTIN, TX 78746

Applicant Fax: _____

Applicant Phone: (512)-729-7777

Applicant/Authorized Company Representative Email: rastegar@rastegarproperty.com

APPLICANT REPRESENTATIVE

Check one of the following:

 . I will represent the application myself; or

 X I hereby designate HUNTER FLOYD (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.

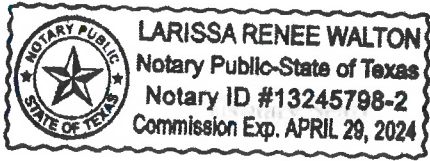
I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein 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:  Date: 05/20/2021

State of TX §

County of Travis §

This instrument was acknowledged before me on 05/20/2021 by Ariah Rastegar who is a manager of Kyle 120 LLC, a Delaware limited liability company.



SUBSCRIBED AND SWORN TO before me, this
the 20th day of May, 2021.

Larissa R. Walton

Notary Public's Signature

April 29, 2024

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: HUNTER FLOYD

Representative Address: 1705 S CAPITAL OF TEXAS HWY STE 400, AUSTIN, TX 78746-6551

Representative Phone: (512)-580-3484

Representative Email: hunter@rastegarproperty.com

Representative's Signature: _____

A handwritten signature in black ink, appearing to read "HUNTER FLOYD".

_____ Date: 05/20/2021



Franchise Tax Account Status

As of : 05/18/2021 11:04:52

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

KYLE 120 LLC	
Texas Taxpayer Number	32076654766
Mailing Address	1705 S CAPITAL OF TEXAS HWY STE 40 AUSTIN, TX 78746-6578
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	11/10/2020
Texas SOS File Number	0803826157
Registered Agent Name	ARIAH RASTEGAR
Registered Office Street Address	1705 S CAPITAL OF TEXAS HIGHWAY SUITE 400 AUSTIN, TX 78746



CITY OF KYLE, TEXAS

10-33 Program Surplus Items

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize the City's Director of Finance to dispose through an auction facility police equipment identified in Lots #1-23, all city owned and formerly being provided via the 10-33 Program that has been determined to be surplus property by the Police Department.
~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

☐ Conex Items



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: July 14, 2021
To: Jeff Barnett, Chief of Police
CC: Daniel Gooding, Sergeant *DLG*
From: Daniel Preston, Police Officer
Re: Request for approval to sell surplus equipment at auction

Chief Barnett,

I am formally requesting permission to sell surplus 10-33 equipment at auction. These lots of equipment have been in our possession for many years and have not been used/ needed. This list of equipment is not subject to recall from the 10-33 program and was free for us to collect. The items are listed below:

1. Lot #1- Entrenching tools w/ cases
2. Lot #2- 5 Drawer Locking cabinets
3. Lot #3- Targus Keypad w/ 34" cable
4. Lot #4- Gas mask pouches
5. Lot #5- Miscellaneous ACU patterned backpacks, knee/ elbow pads, hydration carriers, canteens w/ pouches, load bearing vest, pouches, clothing and bags
6. Lot #6- 8 port KVM w/ 17" console
7. Lot #7- Protective equipment cases
8. Lot #8- Microwaves
9. Lot #9- HP Compaq dc5800 Small Form Factor
10. Lot #10- Asus docking power stations
11. Lot #11- Wire shelf
12. Lot #12- Speakers
13. Lot #13- Insulated Booties
14. Lot #14- Portable fluorescent light set, task light
15. Lot #15- Laptop bags
16. Lot #16- Ammo cans
17. Lot #17- Vulcan Gas Griddle
18. Lot #18- Knee/shin guards
19. Lot #19- Molle II Alice clip adapters
20. Lot #20- HP Computer monitor
21. Lot #21- Sleeping pads
22. Lot #22- Alice pack frames
23. Lot #23- Diagraph Stencil Cutting Machine

Officer Daniel Preston
Fleet Maintenance and Technology

512-268-3232 512-268-2330

111 North Front Street, Kyle, TX 78640



CITY OF KYLE, TEXAS

PD Old Vehicle Items Surplus

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize the City's Director of Finance to dispose through an auction facility police equipment identified in Lots #1-9, all city owned and formerly being attached to City-owned police vehicles that has been determined to be surplus property by the Police Department. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Old Vehicle Items



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: July 14, 2021
To: Jeff Barnett, Chief of Police
CC: Daniel Gooding, Sergeant *DL730*
From: Daniel Preston, Police Officer
Re: Request for approval to sell surplus vehicle equipment at auction

Chief Barnett,

I am formally requesting permission to sell surplus vehicle equipment at auction. These lots of equipment have been removed from a 2014 Chevrolet Tahoe and will not be reused as we have decommissioned all 2014 units. This list of equipment is as follows:

1. Havis center console
2. Miscellaneous Whelen lights
3. 1 Full Progard prisoner transport system w/ weapon locks attached
4. Whelen 54" Legacy Series Lightbar red/blue/white color combo
5. Setina push bumpers (lights not included)
6. Plastix Plus trunk organizer for 2013 Tahoe
7. Data 911 computer screen
8. Coban dash cam screen
9. Stalker Radars and antennas

Officer Daniel Preston
Fleet Maintenance and Technology



512-268-3232 512-268-2330

111 North Front Street, Kyle, TX 78640

www.cityofkyle.com/police

Item # 12



CITY OF KYLE, TEXAS

Temporary Construction License Agreement – Heroes Memorial Park Project

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: Approve a Temporary Construction License Agreement – Heroes Memorial Park Project. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Temporary Construction License Agreement - Heroes Memorial - 364803 - 7 - DOCS

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

This Temporary Construction License Agreement (the “*Agreement*”), dated _____, 2021 (the “*Effective Date*”), is between MOUNTAIN PLUM, LTD., a Texas limited partnership (hereinafter “*Licensor*”), and CITY OF KYLE, TEXAS (hereinafter “*Licensee*”). CADENCE MCSHANE CONSTRUCTION COMPANY LLC, a Delaware Limited Liability Company (hereinafter “*Contractor*”) has joined in the execution hereof for the purposes specifically stated herein, and for the purpose of agreeing and consenting to all of the terms, provisions and conditions of this Agreement.

WHEREAS, Licensor is the owner of that certain real property located in Hays County, Texas, depicted as “License Area” in **Exhibit A** attached hereto (the “*License Area*”).

WHEREAS, pursuant to that certain Temporary Construction Easement and Access Agreement dated effective May 28, 2021, by and between Plum Creek Uptown District Property Owners’ Association, Inc., a Texas nonprofit corporation (the “*POA*”), as Grantor, and Licensee, as Grantee, the POA granted to Licensee a non-exclusive, temporary construction easement over that certain real property owned by the POA, located adjacent to the License Area and further described in **Exhibit B** attached hereto (the “*POA Property*”), for the purpose of performing certain construction activities relating to the construction a public memorial and recreation park and related public improvements (the “*Construction Project*”), pursuant to plans previously approved by Licensor and the POA (the “*Plans*”), as further set forth therein. During the course of the Construction Project, the POA intends to convey, *inter alia*, the POA Property to Licensee pursuant to that certain Letter Agreement dated March 12, 2021, by and among Licensee, Plum Creek Development Partners, Ltd. and Licensor, and acknowledged and agreed upon by the POA.

WHEREAS, Licensee has contracted with Contractor for the construction of the Construction Project.

WHEREAS, Licensee has requested that Licensor permit Licensee and Contractor to utilize the License Area for the Permitted Use (as hereinafter defined), in connection with the Construction Project.

WHEREAS, Licensor has agreed to grant Licensee a temporary license to utilize the License Area for the Permitted Use upon the terms, provisions and conditions hereinafter set forth.

NOW THEREFORE, for the consideration of One and No/100 Dollars (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Licensor does hereby give, grant and convey unto Licensee, its agents and employees, a non-exclusive, temporary construction license (the “*License*”) in, over, across, and under the License Area, for the temporary installation and utilization of one (1) construction trailer (the “*Construction Trailer*”), for the staging of various construction materials to be used in connection with the Construction Project, and temporary access to the Construction Project (the “*Permitted Use*”).

1. Use of License. Licensee, together with its agents, invitees, employees, contractors, licensees, successors and assigns (collectively, with Licensee, the “*Licensee Parties*”) shall have the right to use the License Area in accordance with the terms hereof for the Permitted Use, in accordance with all applicable laws and governmental standards pertaining to such Permitted Use and this Agreement. Accordingly, Licensee, at Licensee’s sole cost and expense, shall take or cause to be taken such actions as may be reasonably necessary or appropriate for the Permitted Use, subject to the preceding sentence and any other applicable laws, rules and regulations including, without limitation, the requirements of

any governmental authority with jurisdiction over the License Area. The Construction Trailer shall be operated and maintained in a good, workmanlike and professional manner. All staging areas shall be kept clean and orderly.

Licensee and Licensee Parties shall have the right of ingress and egress over and across the License Area for the Permitted Use. Licensee and Licensee Parties accept the License Area in its “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, affecting the License Area, will enter upon the License Area at their sole risk and hazard, and release Licensor from any claims relating to the condition of the License Area, whether arising from Licensee’s or Licensee Parties’ entry upon and/or use of the License Area or otherwise.

2. Term. Except as otherwise specified below, the term of the License (“**Term**”) shall automatically terminate and be null and void and of no further effect on the earlier to occur of (i) substantial completion of the Construction Project or (ii) March 31, 2022, without further action. As used herein, “**substantial completion**” shall mean the substantial completion of the Construction Project in accordance with the Plans.
3. No Interference. Licensor shall not construct any building, structure or other above or below ground obstruction on the License Area that unreasonably interferes with the Permitted Use. Subject to the foregoing, Licensor reserves the right to use the License Area for any use not inconsistent with Licensee’s rights granted herein. Licensee and Licensee Parties will exercise the rights granted under this Agreement in such a manner as will least interfere with Licensor’s continued use, ownership and operation of the License Area and any other property owned by Licensor near, adjacent or contiguous to the License Area.
4. Insurance.
 - a. Contractor agrees to obtain and maintain the following insurance coverages and policies during the Term, and shall deliver to Licensor a certificate of insurance evidencing such coverages prior to entering the License Area:
 - i. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Contractor’s interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License Area, with a “Combined Single Limit” covering personal injury liability, bodily injury liability and property damage liability) of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Licensor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the License Area. Further, the insurance policies required pursuant to this Agreement shall (i) provide that the policy shall not be cancelled or reduced in amount or coverage below the requirements of this Section 4.a., (ii) not be allowed to expire without at least thirty (30) days’ prior written notice by the insurer to each insured and to each additional insured, (iii) provide for severability of interests, (iv) provide that an act or omission of one (1) of the insureds or additional insureds, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds, and (v) provide for contractual liability coverage with respect to the indemnity obligations set forth herein. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the Licensee shall immediately stop all work on and use of the

License Area until either the required insurance is reinstated or replacement insurance is obtained, and evidence thereof is given to Licensor.

- ii. Workers' Compensation/Employer's Liability Insurance. Workers' compensation, including any insurance required by any applicable laws, and employer's liability insurance in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000) with a minimum limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) each accident for bodily injury, ONE MILLION AND NO/100 DOLLARS (\$1,000,000) each employee for bodily injury by disease.
 - b. Licensee agrees to obtain and maintain commercially standard general liability insurance, property insurance, automobile liability coverage, and worker's compensation as required by law. Insurance policies required by this subsection may be from an intergovernmental risk pool authorized to transact business in the State of Texas.
5. Indemnification by Contractor. Contractor hereby agrees to indemnify and hold harmless Licensor from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Licensor as a result of any injuries to persons or damage to the License Area caused by or arising out of (i) the use of the License Area by Contractor, Licensee or Licensee Parties; and (ii) any damage to property owned by Contractor, Licensee or Licensee Parties within the License Area, except to the extent such claim is caused by the grossly negligent acts or willful misconduct of Licensor. Neither Licensee nor Contractor will permit any mechanic's liens or other liens to be placed upon the License Area. In the event any such lien is attached to the License Area, Licensee or Contractor shall give notice to Licensor of the lien promptly following Licensee's or Contractor's (as applicable) awareness of such lien, together with any associated documents in the possession of Licensee and/or Contractor. If the lien is caused by or attributable to Contractor, Licensee or Licensee Parties, Contractor or Licensee shall promptly discharge or bond around the lien within thirty (30) days following written notice of such lien. In addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, discharge the same. Any amount paid by Licensor for any of the aforesaid purposes shall be paid by Contractor or Licensee to Licensor on demand. The terms and conditions of this Section 5 shall survive the expiration or termination of this Agreement.
6. Restoration. Upon expiration of the Term, Licensee, or Contractor, at such party's sole cost and expense, shall ensure that property owned by Contractor, Licensee or Licensee Parties and all surplus materials are removed from the License Area and that the surface and vegetation of the License Area are restored to, as nearly as possible, the condition which existed prior to Licensee's or Contractor's entry upon the License Area. If Licensee or Contractor fails to remove property owned by Licensee or Licensee Parties or surplus materials within the License Area or fails to restore the License Area as set forth in this Section 6, Licensor shall have the right to remove such property and materials and restore the License Area, and be reimbursed by Licensor or Contractor for all costs thereof on demand. The terms and conditions of this Section 6 shall survive the expiration or termination of this Agreement.
7. Severability. The parties agree that if any portion of this Agreement is deemed to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall not affect the legality, validity or enforceability of the remainder of this Agreement.
8. Governing Law. The parties agree that Texas law governs this Agreement and all obligations of the parties are performable in Hays County, Texas.
9. Authority. Each party hereto warrants that the individual or individuals who are executing this agreement on behalf of said party are authorized to execute this agreement on behalf of said party.

10. No Joint Venture; No Third Party Rights; No Dedication. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the parties. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Except as expressly set forth herein, this Agreement shall not be deemed, and is not intended, to effect a public dedication of any part of the License Area and, further, does not otherwise create any rights in any third party. Licensor shall have the right to block or obstruct the License Area on a temporary basis for the sole purpose of preventing a public dedication or the accrual of any rights to the public therein. Any such block or obstruction shall only remain as long as reasonably necessary to prevent a public dedication or accrual of rights to the public therein and, if such action is necessary by Licensor, Licensor shall work with Licensee to provide Licensee the ability to continue to perform the Permitted Use to the greatest extent possible.
11. Miscellaneous. This Agreement (including all attached exhibits) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. Each party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party which prepared the Agreement. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. Neither this Agreement nor a memorandum thereof may be recorded in the Real Property Records of Hays County, Texas.
12. Recitals and Exhibits. All of the above recitals and the attached exhibits are incorporated in, and made a part of, this Agreement by this reference.

[signature pages follow]

DATED as of the day and year first above written.

LICENSOR:

MOUNTAIN PLUM, LTD.,
a Texas limited partnership

By: MP General, L.L.C., a Texas limited liability company, its general partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas J. Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: Laura Negley Gill
Title: Manager

LICENSEE:

CITY OF KYLE, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED FOR THE PURPOSES STATED HEREIN:

CADENCE MCSHANE CONSTRUCTION COMPANY LLC,
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

EXHIBIT A
DEPICTION OF LICENSE AREA

[attached]

EXHIBIT B
DESCRIPTION OF POA PROPERTY

[attached]

EXHIBIT A
4.857 Acre Parcel

4.857 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
PN0897(kds)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 4.857 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 4.857 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171) and the west right-of-way line of F.M. Highway 1626, same being in the west line of that certain 28.91 acre tract described in the deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas, for the northeast corner of a called 0.254 acre right-of-way dedication described as Parcel No. 3, Tract 3 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, and for the southeast corner and POINT OF BEGINNING of the tract described herein;

THENCE S 88° 53' 16" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.254 acre right-of-way dedication, a distance of 541.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.254 acre right-of-way dedication, same being the northeast corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8, in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, and for the southwest corner of the tract described herein;

THENCE N 01° 06' 44" W, with the east line of the said 10.00 acre tract, a distance of 410.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of a called 0.0238 acre tract described as Exhibit "A" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, and for the northwest corner of the tract described herein;

THENCE N 88° 53' 16" E, with the south line of the said 0.0238 acre tract, at a distance of 15.00 feet pass a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 0.0238 acre tract, same being the southern southwest corner of a called 1.2623 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 668, Official Public Records of Hays County, Texas, and continuing with the south line of the said 1.2623 acre tract for a total distance of 77.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point;

THENCE N 58° 53' 16" E, with the southwest line of the said 1.2623 acre tract, a distance of 127.50 feet to a calculated point for the north corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 1.2623 acre tract bears N 58° 53' 16" E, a distance of 29.92 feet;

THENCE with the crossing the said 983.99 acre tract, the following four (4) courses and distances:

4.857 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
FN0897(kls)
Page 2 of 3

1. S 53° 55' 11" E, a distance of 100.89 feet to a calculated angle point,
2. S 23° 54' 05" E, a distance of 85.73 feet to a calculated angle point,
3. S 82° 24' 53" E, a distance of 131.55 feet to a calculated angle point, and
4. N 88° 50' 25" E, a distance of 124.99 feet to a calculated point in the west right-of-way line of said F.M. Highway 1626, same being in the west line of the said 28.91 acre tract, for the northwest corner of the tract described herein, from which a Type 2 Texas Department of Transportation monument bears N 03° 39' 40" W, a distance of 61.49 feet and S 68° 44' E, a distance of 0.17 feet;

THENCE with the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, the following two (2) courses and distances:

1. S 03° 39' 40" E, a distance of 286.04 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set, from which a Type 2 Texas Department of Transportation monument bears N 82° 45' E a distance of 0.21 feet, and
2. S 42° 46' 53" W, a distance of 39.16 feet to the POINT OF BEGINNING and containing 4.857 acres of land, more or less.

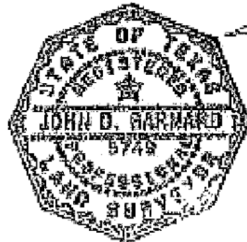
BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0897(kls)

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

That I, John D. Barnard, 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 that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 19th of February, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746



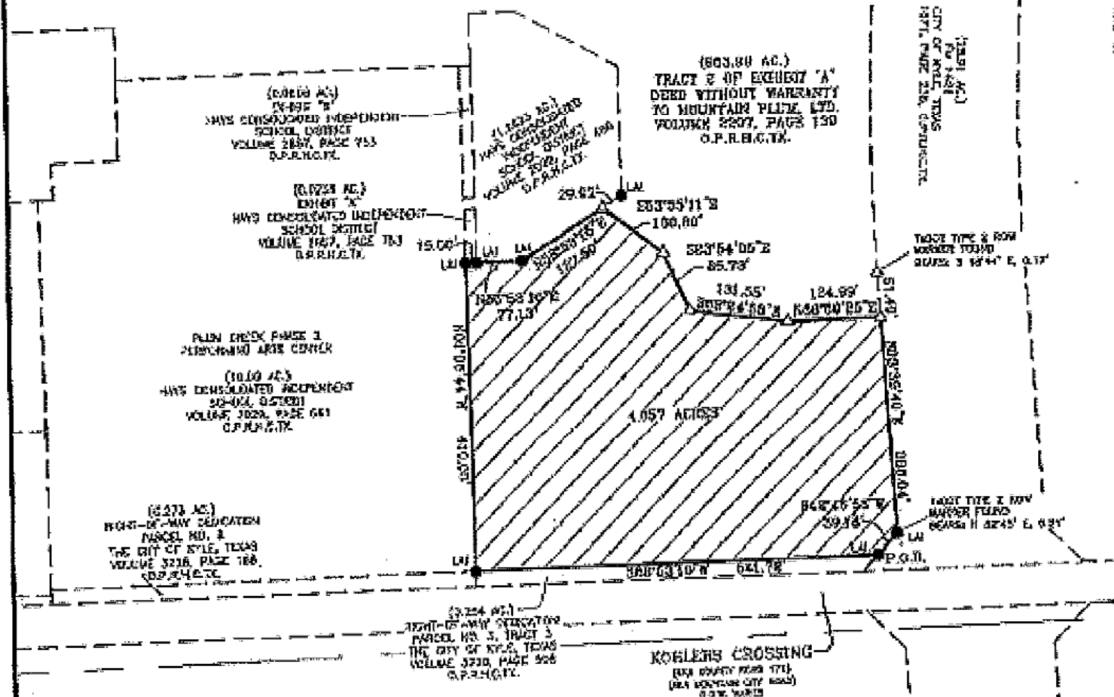
[Handwritten Signature]
John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



FEBRUARY, 2008
HAYS COUNTY, TEXAS

A-10
M.M. MCCARVER LEAGUE NO. 4

(893.00 AC.)
TRACT 3 OF EXHIBIT 'A'
DEED WITHOUT WARRANTY
TO MOUNTAIN PLUME LTD.
VOLUME 2807, PAGE 130
O.P.R.H.C.T.X.



LEGEND

- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

NOTES:

1. BEARING DATA IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE CORRECTED SCALE FACTOR.
3. THE CORRECTED SCALE FACTOR FOR THIS PROJECT IS 0.999907.

LOOMIS & ENVIRONMENTAL CONSULTING
AUSTIN
3103 Bee Cove Road, Suite 225, Austin Texas 78746
Phone (512) 327-1180; Fax (512) 327-4082; www.loomisec.com

SKETCH TO ACCOMPANY
FIELD NOTES (FN0807)

PAGE 3 OF 3



CITY OF KYLE, TEXAS

Temporary Construction License Agreement - Park Property

Meeting Date: 7/20/2021
Date time:7:00 PM

Subject/Recommendation: Approve a Temporary Construction License Agreement - Park Property. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Resolution for Project Management Services Engineering Firm (2022 Road Bond Program)

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: Approve a Resolution authorizing the City Manager and City Engineer to negotiate an agreement with K FRIESE & ASSOCIATES, Austin, Texas, a civil engineering consulting firm, to provide project management services for the design and construction of specific road projects throughout the City to be funded under the 2022 Road Bond Program and to bring back an agreement with all terms and conditions including contract amount for City Council's approval at a future Council meeting. ~ *Leon Barba, P.E., City Engineer*

Other Information: A Request for Qualifications (RFQ) was issued on May 26, 2021 seeking a qualified firm to provide project management services for initiating and monitoring the design and construction of various road projects throughout the city under the 2022 Road Bond Program.

Three (3) submittals were received in response to the RFQ prior to the June 23, 2021 (5:00 pm) deadline.

The proposals were evaluated and based on the panel's review, the top firm being recommended for Council approval is K Friese and Associates,

Legal Notes: N/A.

Budget Information: N/A.

ATTACHMENTS:

Description

- RESOL- Project Management Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH K FRIESE & ASSOCIATES, AUSTIN, TEXAS TO PROVIDE PROJECT MANAGEMENT SERVICES FOR VARIOUS ROAD PROJECTS THROUGHOUT THE CITY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Kyle requested qualifications from professional engineering firms to provide project management services required to initiate and monitor production for various road projects identified by the City; and,

WHEREAS, the City desires to obtain professional management services from K Friese & Associates;

WHEREAS, K Friese & Associates, is qualified and capable of performing the project management services proposed herein and is willing to enter into an Agreement with the City of Kyle to perform such services; and,

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

Section 1. Findings. The hereinabove 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. Authorization. The city manager is hereby authorized to execute a professional services agreement with K Friese & Associates for project management services.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was 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, Local Government Code.

PASSED AND APPROVED this _____ day of July 2021.

THE CITY OF KYLE, TEXAS

ATTEST:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

City-wide Trail System

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: Discussion and possible action to incorporate bond-related capital improvements into the scope of the City-wide Trail System Task Force. ~ *Rick Koch, Mayor Pro Tem*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

GCP Task Force

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: Council consideration of forming a task force for bond-related capital improvements at Gregg-Clarke Park. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Roundabout Ordinance

Meeting Date: 7/20/2021

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending Article II to Include a Section 12-23 Roundabouts, Requiring Use of Roundabouts in Certain Intersections, Requiring Consideration of Roundabouts in Certain Intersections, Requiring Compliance with National Standards in the Construction of Roundabouts, Requiring Notice of Exclusions, Providing Severability, Effective Date, and Open Meetings Clauses; and Providing for Related Matters. ~ Leon Barba, P.E., City Engineer

The City Council voted 6-1 to approve on First Reading.

Other Information: Roundabouts provide safer and more efficient traffic flow than standard intersections. By keeping traffic moving one-way in a counterclockwise direction, there are fewer conflict points and traffic flows smoothly.

Crash statistics show that roundabouts decrease traffic delays by 20%, reduce fatal crashes about 90%, injury crashes about 75%, and reduce overall crashes about 35% when compared to other types of intersection control.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Roundabout Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ARTICLE II TO INCLUDE A SECTION 12-23 ROUNDABOUTS, REQUIRING USE OF ROUNDABOUTS IN CERTAIN INTERSECTIONS, REQUIRING CONSIDERATION OF ROUNDABOUTS IN CERTAIN INTERSECTIONS, REQUIRING COMPLIANCE WITH NATIONAL STANDARDS IN THE CONSTRUCTION OF ROUNDABOUTS, PROVIDING SEVERABILITY, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") regulates the design and construction of roadways in the City limits and extraterritorial jurisdiction (the "City jurisdiction");

Whereas, the City has experienced growth causing the City jurisdiction to expand necessitating the creation of new roadways and alternation of existing roadways;

Whereas, the growth of City jurisdiction has resulted in an increase in population and accompanying roadway traffic which results in greater wear and tear on roadways and an increase in traffic congestion;

Whereas, roundabout style intersections have an associated decrease in traffic congestion, lower collision rates, and lower long-term maintenance;

Whereas, the City Council for the City desires to ensure that new and altered roadways are built in a way that is reliable, durable, safe and more efficient for the flow of traffic;

Whereas, the National Cooperative Highway Research Program compiled data and released a report describing standards for the construction of roundabout style intersections; and

Whereas, the City Council desires to ensure that all standards within National Cooperative Highway Research Program (NCHRP) Report 672 are complied with in the construction of roundabouts.

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 in the preamble of this Ordinance are found to be true and correct, and that they are hereby adopted by the Council and made a part hereof for all purposes.

Section 2. Amendment of Streets and Sidewalk Ordinance. Article II – Streets and Sidewalks, is hereby amended to include Section 12-23 Roundabouts.

12-23. Roundabouts

- (a) **Purpose.** Use of properly designed roundabouts encourages a safer and more efficient flow of traffic at intersections in residential areas.
- (b) **Inclusion of Roundabouts in Residential Areas.** Subdivisions are to include roundabout style intersections at major roadway connections in their plans unless such use is not feasible due to space or existing roadway designs and the exclusion of which is specifically approved by the City.
- (c) **Consideration of Roundabouts generally.** A traffic control study to consider the potential positive impact of a roundabout style intersection is required for all non-residential construction of intersections with anticipated traffic requiring traffic control measures greater than a stop-sign. When studies indicated both feasibility and a positive impact on traffic congestion, a roundabout style intersection will be used unless the exclusion of which is specifically approved by the City
- (d) **Design Standards for Roundabouts.** All roundabouts must be designed and constructed in compliance with the standards promulgated in the National Cooperative Highway Research Program (NCHRP) Report 672, as amended from time to time.
- (e) **Exclusion Request.** Companies wishing to exclude roundabouts where required herein, must notify the City that they are including an exclusion to this section and must submit a specific explanation for that exclusion when submitting plans to the City.

Section 3. Amendment of Conflicting Ordinances. Article II is hereby amended as provided in this ordinance. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 4. Effective Date. This Ordinance shall be in full force and effect immediately upon its final passage.

Section 5. 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 section, paragraph, sentence, clause or phrase 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 sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. 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 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on first reading this the ____ day of _____, 2021.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2021.

ATTEST:

CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

Site-Specific Declaration Heroes Memorial Tracts

Meeting Date: 7/20/2021
Date time:7:00 PM

Subject/Recommendation: *[Postponed 7/6/21]* Consider Approving Site-Specific Declaration of Covenants, Restrictions and Easements for the Heroes Memorial Tracts and Authorize the City Manager to Execute Documents Related to Closing on the Parcel. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- [Plum Creek] Site-Specific Declaration - Heroes Memorial Tracts.6.15.21

**SITE-SPECIFIC DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS**
[Heroes Memorial Tracts]

STATE OF TEXAS

COUNTY OF HAYS

This *Site-Specific Declaration of Covenants, Restrictions, and Easements [Heroes Memorial Tracts]* ("**Declaration**") is made this ____ day of _____, 2021 ("**Effective Date**"), between and among **PLUM CREEK DEVELOPMENT PARTNERS, LTD.**, a Texas limited partnership, and **MOUNTAIN PLUM, LTD.**, a Texas limited partnership, its successors and assigns (collectively, "**Declarant**"), **PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC.**, a Texas nonprofit corporation, its successors and assigns ("**POA**"), and the **THE CITY OF KYLE**, a Texas _____, and its affiliates ("**City**"). Collectively the Declarant, the POA, and the City shall hereinafter be referred to as the "**Parties**" or singularly as a "**Party**".

RECITALS

A. Declarant is the owner of that approximate 0.6851-acre parcel more particularly described under Exhibit "A", attached and incorporated herewith (the "**Declarant Parcel**").

B. The POA is the owner of that approximately 4.857-acre parcel more particularly described under Exhibit "B", attached and incorporated herewith (the "**Pond Parcel**").

C. The Declarant Parcel and the Pond Parcel are adjacent to or in the vicinity of certain real property which Declarant is developing as a mixed-use, master planned community known as Plum Creek (collectively, the "**Community**"). The land that may be made part of the Community by annexation is, as applicable, described in the _____ as may be supplemented and amended from time to time (collectively, the "**Community Declaration**").

D. Concurrent with the recordation of this Declaration in the Official Public Records of Hays County, Texas (the "**Official Records**"), the POA shall convey the Pond Parcel and the Declarant shall convey the Declarant Parcel to the City to be used for the site of the Heroes and Veteran's Memorial on which will be constructed the Heroes Memorial Improvements (as herein defined).

E. To provide for the development and use of the Heroes Memorial Tracts in a manner that complements the Community, the City hereby consents that the Heroes Memorial Tracts shall be subject to the terms, covenants, conditions, easements, and restrictions of this Declaration, as evidenced by its signature as attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, the POA, and the City hereby declares that the Heroes Memorial Tracts shall be owned, conveyed, maintained, and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title to such property and shall be binding upon all parties now or hereafter having any right, title, or interest in the Heroes Memorial Tracts, and their heirs, successors, successors-in-title, and assigns. This Declaration, as may be supplemented and amended from time to time, shall inure to the benefit of, and shall be enforceable by the Declarant and the POA.

1. **Definitions.** Definitions used herein but not defined shall have the meanings set forth in the Community Declaration. For purposes hereof:

- 1.1. The term “**Applicable Law**” means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, licenses, permits, applicable judicial decisions or decrees of any “**Governmental Authority**” or “**Governmental Authorities**” which such terms shall include all federal, state, county, city, township, or local governmental or quasi-governmental authority, entities, or bodies (or any department or agency thereof) exercising jurisdiction over the Heroes Memorial Tracts.
- 1.2. The term “**Benefited Party**” or “**Benefited Parties**” means any owner of a Benefited Property.
- 1.3. The term “**Benefited Property**” or “**Benefited Properties**” means any property within the 43.56-acre Basin A area depicted on Exhibit “C”, attached and incorporated herein, and made a part of the Drainage and Detention Plans, including but not limited to those properties that are benefited by the drainage easements conveyed under the Private Drainage Easements and any property benefitting under an Additional Easement.
- 1.4. The term “**Core Drainage Improvements**” means those devices, utilities, lines, equipment, or improvements necessary to the function of the Pond and the Heroes Memorial Tracts for the Drainage Purpose and as such improvements are repaired and modified by the POA pursuant to the terms of this Declaration to continue to serve the Drainage Purpose, including but not limited to the culverts; the permanent pool basin; the aerators; the concrete trickle channel; the outfall structures; the fabric and rock dissipation areas; the rock walls; the pool basin’s protective soil layer and clay liner; the rock berms; the silt fences; the waterstops; and the control box. The term “**Core Drainage Improvements**” shall specifically exclude the Heroes Memorial Improvements.
- 1.5. The term “**Drainage and Detention Plans**” means the *As-Built Construction Plans for Plum Creek Pond 3, FM 1626 and Kohlers Crossing, Kyle, Texas* dated September 11, 2008, and developed by Hanrahan Pritchard Engineering, Inc.
- 1.6. The term “**Drainage Purpose**” means the use of the Pond, the Core Drainage Improvements, and the Pond Parcel for storm water drainage and detention as described in the Drainage and Detention Plans, as provided in this Declaration, and as required by Applicable Law.
- 1.7. The term “**Heroes Memorial Improvements**” means the Heroes Memorial Tracts and all improvements constructed in, under, and on such parcels by the City as more particularly described in the Heroes Memorial Plans and as such improvements are repaired and modified by the City pursuant to the terms of this Declaration to continue to serve the Park Purpose, including but not limited to the bridge walk; the water walls; the honor walls; the Armed Forces/First Responder educational/information area; any signage; any picnic tables and seating; the rock and water cascade area, including any rocks, concrete floors and inlets related thereto; and all landscaping, including all gardens, trees, lawns, all aquatic plantings, and any other landscaping on the flooded slopes. The term “**Heroes Memorial Improvements**” shall specifically exclude the Core Drainage Improvements.

- 1.8. The term “**Heroes Memorial Plans**” means the plans attached and incorporated herein as Exhibit “D”, as such plans may be amended from time to time.
- 1.9. The term “**Heroes Memorial Tracts**” shall collectively mean the Declarant Parcel and the Pond Parcel.
- 1.10. The term “**Owner**” means the holder of record title to all or any portion of the Heroes Memorial Tracts.
- 1.11. The term “**Park Purpose**” means the use of the Heroes Memorial Tracts for a public municipal park and for public recreational purposes.
- 1.12. The term “**Pond**” means the storm water drainage and detention pond and the Core Drainage Improvements located on the Pond Parcel as further described in the Drainage and Detention Plans and as such improvement is repaired, modified, or enlarged pursuant to the terms of this Declaration.
- 1.13. The term “**Private Drainage Easements**” shall be those easements listed on Exhibit “E”, attached and incorporated herewith.

2. Use and Conduct

2.1. **Land Use Covenants.** The Heroes Memorial Tracts shall expressly NOT be a part of the Community or encumbered by the Community Declaration and, therefore, the Owner shall not be a member of the Association, but the Heroes Memorial Tracts, and any portion thereof, shall be subject to those covenants and restrictions set forth in this Declaration.

2.2. **Municipal Park Use.** The Heroes Memorial Tracts shall be used solely for the Park Purpose and the Drainage Purpose, and for no other purpose, unless otherwise approved by the Declarant, the POA, and the City. The Heroes Memorial Tracts and all structures, landscaping, signage, buildings, equipment, and other improvements and areas located therein and thereon shall be used in accordance with Applicable Law. By acceptance of title to any property subject to this Declaration, the Owner acknowledges and agrees that in the event the Heroes Memorial Tracts are no longer used for the Park Purpose or ownership of the Heroes Memorial Tracts reverts back to the POA or the Declarant, as applicable, then the POA or the Declarant, as applicable, shall have the right to annex the Heroes Memorial Tracts into the Community for use as open space and subject the Heroes Memorial Tracts to the terms and conditions of Community Declaration and the other governing documents referenced therein; provided that the use of the Park Parcel shall be used solely as open space, and provided further that improvements of the type commonly found in municipal parks may be constructed on the Park Parcel. The City further agrees that (i) except as necessary to construct and maintain the Heroes Memorial Improvements for the Park Purpose, the City shall not directly modify, remove, or destroy the Pond, the Core Drainage Improvements, or any other improvements located on the Heroes Memorial Tracts related to or used for the Drainage Purpose nor shall the City grant any drainage easement to drain into the Pond without the prior written consent of the Declarant or the POA; (ii) in no event shall the use of the Heroes Memorial Tracts for the Park Purpose or the City’s construction or repair of the Heroes Memorial Improvements interfere with the rights and benefits of the Benefited Parties or the capacity of the Pond or impair the operation of the Pond and the Core Drainage Improvements for the Drainage Purpose as detailed under the Drainage and Detention Plans, without the prior written consent of the Declarant or the POA; and (iii) in no event shall the use of the Heroes Memorial Tracts for the Park

Purpose or the City's construction or repair of the Heroes Memorial Improvements interfere with the rights and benefits granted to the the Declarant or the POA under this Declaration or the use of the Pond and the Core Drainage Improvements for the Drainage Purpose without the prior written consent of the Declarant or the POA (herein, collectively called the "**Restrictions**"). The Restrictions are imposed for the benefit of the the Declarant, the POA, and the Benefited Parties, and their successors and assigns, and may be enforced by any of the Declarant, the POA, or the Benefited Parties, or any successor or assign of such parties. The Benefited Parties are entitled to enforce the Restrictions only and may not enforce the other terms and conditions of this Declaration. The Restrictions are covenants running with the Heroes Memorial Tracts, touch and concern title to the Heroes Memorial Tracts, and shall be binding upon the successors and assigns of the City owning all or any interest in the Heroes Memorial Tracts.

3. Agreement Regarding Future Easements and Capacity.

3.1. Future Easements. The City acknowledges and agrees that in furtherance of the Drainage Purpose, it may be necessary or desirable that the City from time to time grant or dedicate additional drainage and detention easements over or within portions of the Heroes Memorial Tracts from time to time as requested by the POA for the benefit of a Benefited Party (singularly, the "**Additional Easement**" and collectively, the "**Additional Easements**"). The City agrees to reasonably cooperate with POA in connection with the granting of any Additional Easements desired and requested by the POA in order to continue providing drainage into the Pond by the Benefitted Parcels, provided that the the POA and the City shall reasonably cooperate as to the location of such Additional Easements so that they do not unreasonably interfere with the Heroes Memorial Improvements or the Park Purpose. If the POA requests in writing that the City execute and deliver any Additional Easement, from time to time throughout the Term, as may be reasonably appropriate or necessary for the development, construction, repair, restoration, or operation of the Pond and the Core Drainage Improvements for the Drainage Purpose, the City shall not unreasonably withhold, condition, or delay its consent to such request (provided that it shall not be considered unreasonable of City to withhold its consent to any such Additional Easement if such Additional Easement is otherwise prohibited by Applicable Law). Notwithstanding anything herein to the contrary, no drainage or detention easement can be granted in favor of any piece of property that is not within the 43.56 acre Basing Area shown on the Drainage and Detention Plans, including but not limited to Exhibit "C".

3.2. Future Capacity. In the event that the POA or the Declarant determines the capacity of the Pond and the Core Drainage Improvements must be increased or enlarged so that such improvements can continue to serve the Drainage Purpose for the Benefited Properties and any other parcels entitled to use the Pond and the Core Drainage Improvements for the Drainage Purpose, the City agrees that the POA or the Declarant may require such enlargement to occur (the "**Pond Enlargement**"), provided that the POA or the Declarant and the City shall reasonably cooperate as to design and construction of such Pond Enlargement to reasonably minimize its interference with the Heroes Memorial Improvements. If the POA or the Declarant requests in writing that the City execute or join with the POA or the Declarant in executing and delivering documents required to effectuate such Pond Enlargement from time to time throughout the Term, the City shall not unreasonably withhold, condition, or delay its consent to such request (provided that it shall not be considered unreasonable of the City to withhold its consent to any such document that is otherwise prohibited by Applicable Law). Pursuant to *Section 10.2*, if any of the POA Parties damage or destroy any portion of the Heroes Memorial Improvements during any Pond Enlargement, the POA shall be required to repair and restore the damaged portion of the Heroes Memorial Improvements to substantially the same condition in which they existed prior to any such damage or destruction, at the POA's sole expense. Prior to construction of the Pond Enlargement, the Declarant or the POA, as appropriate, shall procure and maintain commercially standard general liability

insurance, property insurance, automobile liability coverage, and worker's compensation as required by law to be and remain in effect during the period of construction of the Pond Enlargement. The POA may satisfy this requirement by causing the contractor for the Pond Enlargement to carry such insurance. The City shall be named as an additional insured on the general liability policy, and the City will be provided proof of such insurance coverage prior to entry into the Heroes Memorial Park Tract for the purpose of constructing the Pond Enlargement.

4. Division of Maintenance Rights and Responsibilities.

4.1. Heroes Memorial Improvements Maintenance. Except as otherwise provided herein, the City shall be responsible for the operation, construction, reconstruction, maintenance, management, replacement, and repair of the Heroes Memorial Improvements. All such operation, construction, reconstruction, maintenance, management, replacement, and repair shall be performed in compliance with Applicable Law and the requirements set forth herein, which shall include, without limitation, the following responsibilities:

4.1.1. The City agrees that the Pond and the Core Drainage Improvements will not be modified by the City without the consent of the POA and the Declarant (provided that the POA and the Declarant consent to the modification of the Pond and the Core Drainage Improvements as set forth in the Heroes Memorial Plans) and use of the Heroes Memorial Tracts for the Heroes Memorial Improvements by the City and the public, as well as the construction, maintenance, operation, modification, and removal of the Heroes Memorial Improvements by the City and its agents, contractors, and employees, shall not interfere with the easements and rights held by the Benefited Parties or the use of the Pond, the Core Drainage Improvements or the Heroes Memorial Tracts for the Drainage Purpose or as otherwise permitted hereunder. In the event that conditions of the Pond Parcel such as the placement of an improvement, vegetation, or the accumulation of litter unreasonably interferes with the day-to-day operation of the Pond, the Core Drainage Improvements, or the Pond Parcel for the Drainage Purpose or as otherwise interfere with the rights held by the Declarant and the POA hereunder, the City shall timely remove or modify such improvement to terminate such interference; provided that improvement installed in accordance with the Plans shall not be required to be modified or removed.

4.1.2. The City agrees that it shall provide written notice to the POA at least thirty (30) days in advance of the start of any planned construction, repair, or reconstruction of any portion of the Heroes Memorial Improvements pursuant to this Declaration ("**City Construction**"). Upon receipt of such notice by the POA, the City and the POA hereby agree that they shall work in good faith with each other to coordinate the date that the City Construction may commence to minimize the City Construction's interference with the POA's use of the Pond for the Drainage Purpose or the POA's Pond operation and maintenance activities. Prior to commencing the City Construction, the City shall be required to install signage, barriers, and fencing in sufficient quantities to reasonably deter the public from entering into the area in which the City Construction is occurring. The City shall also be required to remove such signage, barriers, and fencing within seven (7) days of the termination of the City Construction.

4.1.3. The City shall at all times, at the City's expense, maintain at a minimum the insurance coverage listed in *Section 8*.

4.2. Core Drainage Improvements Maintenance. The POA shall be responsible for the operation, maintenance, management, replacement, and repair of the Pond and the Core Drainage Improvements. All such operation, maintenance, management, replacement, and repairs shall be performed by the POA in a safe, first class manner, and consistent with the operation, maintenance, replacement, repair and management practices of the surrounding Community and in compliance with Applicable Law and the requirements set forth herein which shall include, without limitation, the following responsibilities:

4.2.1. The POA agrees that it shall provide written notice to the City at least thirty (30) days in advance of the start of any planned construction, repair, or reconstruction of any portion of the Pond or the Core Drainage Improvements pursuant to this Declaration ("**POA Construction**"). Upon receipt of such notice by the City, the POA and the City hereby agree that they shall work in good faith with each other to coordinate the date that the POA Construction may commence to minimize the POA Construction's interference with the City's use of the Heroes Memorial Tracts for the Park Purpose or the City's operation and maintenance activities. Prior to commencing the POA Construction, the POA shall be required to install signage, barriers, and fencing in sufficient quantities to reasonably deter the public from entering into the area in which the POA Construction is occurring. The POA shall also be required to remove such signage, barriers, and fencing within seven (7) days of the termination of the POA Construction.

4.2.2. The POA shall at all times, at the POA's expense, maintain at a minimum the insurance coverage listed in *Section 8*.

5. Division of Maintenance Rights and Responsibilities.

5.1. Restricted Activities and Uses. The following activities and uses are prohibited within the Heroes Memorial Tracts unless expressly authorized by the POA and the Declarant, and then subject to such conditions as may be imposed by the POA and the Declarant. The POA and the Declarant shall have the right to determine if any activities or uses violate this *Section 5.1* in POA's and the Declarant's reasonable discretion:

5.1.1. "adult entertainment uses", which term means and refer to any theater, establishment, equipment or system which: (A) shows, previews, sells, rents, distributes, displays, depicts or promotes in any way "adult" movies, films, motion pictures, videos, television shows, cable media, magazines, books or other medium, media or electronic experience (whether now or hereafter developed); or (B) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise (provided that nothing herein is intended to require the blocking of access to the same from any personal computer or internet access point or any future technological equivalent). For the purposes of the foregoing, the term "adult" means and refer to any material that is (i) obscene or pornographic as determined by the Declarant and the POA in its discretion, or (ii) rated X or NC-17 or its equivalent by the movie production industry (or any successor rating established by the movie production industry);

5.1.2. the sale of illicit drugs or paraphernalia for use of illicit drugs; or,

- 5.1.3. gambling for money facility or operation, including, but not limited to off track or sports betting parlor, table games such as black jack, poker, slot machines, video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such activities are incidental to the public use of the Park, or to activities which might be associated with gambling but whereby no money changes hands.

5.2. **Nuisances.** No unsightly article, building, condition, or any other item or condition creating a nuisance or otherwise in violation of law shall be permitted to exist or remain on or within the Heroes Memorial Tracts. The Owner and its employees, agents, visitors, guests, and licensees shall refrain from any conduct, actions, or use of any devices that would distract from the quality of the Heroes Memorial Tracts for the Park Purpose. The following activities are expressly prohibited within the Heroes Memorial Tracts:

- 5.2.1. the burning of materials that cause smoke to cross the Heroes Memorial Tracts;
- 5.2.2. the parking or storage of motor vehicles or motorcycles on the Heroes Memorial Tracts for more than twenty-four (24) hours;
- 5.2.3. the storage of materials or equipment except as permitted in the Heroes Memorial Plans or the Plans;
- 5.2.4. the staging of construction work except as permitted in the Heroes Memorial Plans or the Plans or that is related to Pre-Approved Improvements;
- 5.2.5. the storage of hazardous or toxic materials except as permitted in the Heroes Memorial Plans or the Plans and in compliance with all applicable laws;
- 5.2.6. the use or placement of underground storage tanks except as permitted in the Heroes Memorial Plans or the Plans and in compliance with all Applicable Law;
- 5.2.7. the use, enjoyment, and occupancy of the Heroes Memorial Tracts in a manner that causes or produces any effects that are discernible by or affect the owners or occupants of other parts of the Community by their volume, duration, pounding beat, frequency or shrillness, vibration, or light (collectively, the “**Disturbances**”). Notwithstanding the foregoing, this provision shall not apply to Disturbances that occur during a special event conducted on the Heroes Memorial Tracts such as an outdoor concert (“**Special Event**”), provided that the Special Event terminates at 10:00 P.M., as required by the City of Kyle Code of Ordinances, unless it is a Special Permitted Event. A “**Special Permitted Event**” is defined as a Special Event during which the Disturbances are not required to terminate at 10:00 P.M., as required by the City of Kyle Code of Ordinances. The City shall be allowed to conduct fourteen (14) Special Permitted Events a year on the Heroes Memorial Tracts and shall provide the Declarant and the POA written notice of the date that the Special Permitted Event shall occur at least sixty (60) days in advance of the Special Permitted Event, unless a shorter notice period is accepted by the Declarant or the POA;
- 5.2.8. the use of laser pointers, spotlights, drones, or other unmanned aerial vehicles or equipment or activity except in the event such equipment is being operated by the City or its designee;
- 5.2.9. the use of devices that unreasonably interfere with television or radio reception;
- 5.2.10. sleeping or camping overnight in the Heroes Memorial Tracts and the use of tents for such activity; or,

5.2.11. the discharge of firecrackers and other fireworks except in connection with fireworks, laser shows, or similar displays under a license or permit issued for that purpose and approved in advance by the POA and the Declarant. Notwithstanding the foregoing, the use of sparklers on the Heroes Memorial Tracts by the City and their invitees is permitted.

5.3. Parking. Neither the Declarant nor the POA shall be providing any parking for the Heroes Memorial Tracts. In addition, neither the Owner, nor its agents, representatives, or employees, nor any visitors to the Heroes Memorial Tracts shall be permitted to park vehicles within any privately owned areas of the Community, unless otherwise agreed to in writing by the owner of such privately owned areas.

5.4. Exterior Illumination. All permanent exterior illumination must be approved in advance and in writing by the Reviewer (as defined herein) and shall be designed and located to avoid the spreading of light onto adjacent property.

5.5. Screening. Unless otherwise approved in advance and in writing by the Reviewer or except as otherwise set forth in the Heroes Memorial Plans, exterior components of plumbing, storage areas, air conditioning and heating equipment, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash receptacles, and maintenance facilities, shall either be housed in closed buildings or otherwise screened from view.

6. Architectural Review

6.1. Reviewing Authority. The entity having architectural review and approval authority hereunder at any given time is hereinafter referred to in this Declaration as the “**Reviewer**”. Such authority is currently held by the POA and the Declarant. The Heroes Memorial Plans submitted by the City have been approved by the POA, serving as a Reviewer. Any improvements to be constructed, installed, altered, renovated, replaced, repaired, maintained, or otherwise added to the Heroes Memorial Tracts pursuant to the Heroes Memorial Plans (“**Pre-Approved Improvements**”) shall not require further approval by the Reviewer.

6.2. Plan Approval. Until such time that the Declarant no longer owns any property under the Community Declaration (“**Development Period**”), no other improvements that are not Pre-Approved Improvements shall be constructed, installed on, altered, renovated, replaced, repaired, maintained, or located within the Heroes Memorial Tracts until design and construction plans (“**Plans**”) for such improvements or work have been submitted to and approved in writing by the Declarant; provided that if such Plans are consistent with the vision for the Heroes Memorial Tracts set forth in the Heroes Memorial Plans such approval shall not be unreasonably withheld, conditioned, or delayed. In addition, any material amendment to the Heroes Memorial Plans (“**Plan Amendments**”) or any Plans for improvements to be constructed, installed, altered, renovated, or otherwise added to the Heroes Memorial Tracts that are not in accordance with the Heroes Memorial Plans must be approved by the Declarant; provided that if such Plans are consistent with the vision for the Heroes Memorial Tracts set forth in the Heroes Memorial Plans such approval shall not be unreasonably withheld, conditioned, or delayed. All Plans shall be accompanied by such information as to building materials, final appearance, and other related information as is necessary to establish the exterior appearance and basic structural integrity of the improvements, and must comply the following requirements:

- 6.2.1. Any buildings constructed on or within the Heroes Memorial Tracts shall be designed by and built in accordance with the plans and specifications of a licensed architect or building designer.
- 6.2.2. All improvements and other construction shall conform with the Plum Creek P.U.D. Master Plan, provided that any Commercial Design Guidelines that interfere with or restrict the use of the Heroes Memorial Tracts as a public park or change the standards for the improvements set forth in the Heroes Memorial Plans, Plan Amendments, or the Plans shall not apply unless approved by the City.
- 6.2.3. All improvements and other construction shall comply with the design, architectural, and landscaping standards of the Uptown District Design Standards & Guidelines attached hereto and incorporated herewith as Exhibit "F" as may be amended and supplemented ("**Commercial Design Guidelines**"), provided that any Commercial Design Guidelines that interfere with or restrict the use of the Heroes Memorial Tracts as a public park or change the standards for the improvements set forth in the Heroes Memorial Plans, Plan Amendments, or the Plans shall not apply unless approved by the City.

6.3. **ACC.** After expiration or termination of the Development Period, or in the event Declarant or the Board of the POA earlier delegates its architectural review authority, any construction, installation, or alteration of any improvements that are not Pre-Approved Improvements shall be subject to the prior review and approval by the architectural control committee established pursuant to the Community Declaration ("**ACC**"); provided that if such Plans are consistent with the vision for the Heroes Memorial Tracts set forth in the Heroes Memorial Plans such approval shall not be unreasonably withheld, conditioned, or delayed. The City shall be permitted to have one (1) voting representative serving on the ACC taking part in any reviews held by the ACC related to the Heroes Memorial Tracts.

6.4. **Right to Designate the Reviewer.** The Declarant shall have the right to designate another Reviewer ("**Designation**") or change or revoke a Designation from time to time by written instrument. Within ten (10) days of the executing a Designation, the POA, the Declarant, and the Owner shall record the Designation in the Official Public Records of Hays County, Texas. Notwithstanding the foregoing, a Designation shall not be considered void if the Designation is not recorded in the Official Public Records of Hays County, Texas.

7. Maintenance and Operation Requirements.

7.1. **Operation and Maintenance.** The Heroes Memorial Tracts and all structures, landscaping, signage, buildings, equipment, and improvements located therein and thereon shall be designed, constructed, operated, and maintained in a safe, first class manner, as reasonably determined by the POA and the City, and consistent with the design, construction, maintenance, and operation practices of the surrounding Community and in accordance with the requirements of this Declaration, the O&M Manual, and Applicable Law. Such operation and maintenance is subject to funds being appropriated in any applicable budget, which the City shall use its best efforts to appropriate.

7.2. **Rule Adoption.** Within nine (9) months of the Effective Date, the City shall adopt a binding design, construction, operation, and maintenance plan by resolution that shall be applicable to the Heroes Memorial Tracts and all equipment, components, improvements, or areas located therein or thereon (the "**O&M Manual**"), which shall govern the operations and maintenance of the Heroes

Memorial Tracts in accordance with the standards set forth herein. No amendments to the O&M Manual will materially impact the standards set forth herein.

8. Insurance.

8.1. Owner Insurance. The Owner will be required to procure and maintain commercially standard general liability insurance, property insurance, automobile liability coverage, and worker's compensation as required by law. Insurance policies required by this Section may be from an intergovernmental risk pool authorized to transact business in the State of Texas.

8.2. POA Insurance. The POA will be required to procure and maintain commercially standard general liability insurance, property insurance, automobile liability coverage, and worker's compensation as required by Applicable Law, and the City shall be named as an additional insured on the general liability and property insurance policies.

9. Repair and Reconstruction. Except as set forth under *Sections 3.2, 4.2, 10, 11, 13* or in the event of damage or destruction caused by the Declarant, the POA, or their respective agents, officers, directors, contractors, subcontractors, or employees, in the event of damage or destruction to any portion of the improvements on the Heroes Memorial Tracts, an Owner shall work diligently to repair or reconstruct the damaged improvements within a commercially reasonable period and in a manner consistent with the original construction, Heroes Memorial Plans, or such other Plans approved in accordance with *Article 6*. For any period prior to commencement of reconstruction of a structure on the Heroes Memorial Tracts, an Owner shall act diligently and in a commercially reasonable manner to clear the Heroes Memorial Tracts of debris and maintain it in a neat and attractive, landscaped condition consistent with this Declaration. Except as otherwise provided herein, an Owner shall pay any costs insurance proceeds do not cover.

10. Construction Damage

10.1. Construction Damage by the City. Notwithstanding anything in this Declaration to the contrary, if the public or the City or the City's builder, contractor, agent, or other invitee damages or destroys any portion of the Pond or the Core Drainage Improvements during the use of the Heroes Memorial Tracts or during the construction, maintenance, operation, modification, and removal of the Heroes Memorial Improvements, the City shall be required to repair and restore, or cause the repair and restoration of, the damaged portion of the Pond or the Core Drainage Improvements to substantially the same condition in which they existed prior to any such damage or destruction, at the City's sole expense. Any repair or restoration work must be commenced within a reasonable period of time not to exceed thirty (30) days after the date the City is notified in writing of the damage by the POA or the Declarant, and diligently pursued until such repair or restoration work is completed. All such repair or replacement work must comply with Applicable Law and requirements of this Declaration.

10.2. Construction Damage by the POA. Notwithstanding anything in this Declaration to the contrary, if any of the POA Parties damage or destroy any portion of the Heroes Memorial Improvements during any construction, maintenance, operation, modification, and removal of the Pond or the Core Drainage Improvements or any Pond Enlargement performed by such POA Parties, the POA shall be required to repair and restore the damaged portion of the Heroes Memorial Improvements to substantially the same condition in which they existed prior to any such damage or destruction, at the POA's sole expense. Any repair or restoration work must be commenced within a reasonable period of time not to exceed thirty (30) days after the date the POA is notified in writing of the damage by the City

and diligently pursued until such repair or restoration work is completed. All such repair or replacement work must comply with Applicable Law, the Heroes Memorial Plans, and requirements of this Declaration.

11. Self-Help; No Waiver

11.1. Self-Help. If the Owner fails to perform or comply with any term, condition, or obligation of this Declaration, and such failure continues for thirty (30) days after receipt of written notice from the POA, the Declarant, or a Benefited Party (or such longer period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the Owner failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the POA, the Declarant, or the Benefited Party, as applicable, will give the Owner at least five (5) days' notice of its intent to exercise self-help, except in case of emergency (an emergency for the purpose of this *Section 11.1* means any violation which may damage all or any portion of the Heroes Memorial Tracts, the Benefited Property, the Community, or the improvements located therein or thereon, or cause physical injury to any person). The POA, the Declarant, or the Benefited Party has the right to enter any portion of the Heroes Memorial Tracts to perform any maintenance required, or to abate or remove any improvement, thing, animal, person, vehicle, or condition that violates this Declaration. In exercising this right, such party is not trespassing and shall not seek reimbursement from the Owner for the costs incurred by the POA, the Declarant, or the Benefited Party, as applicable, or any of the agents, employees, or contractors of the POA, the Declarant, or the Benefited Party, as applicable, to cure the violations. The POA, the Declarant, and the Benefited Party, as applicable, shall further ensure that all costs incurred in exercising its remedies under this Section shall be paid in full and shall prevent any vendors or contractors from filing a lien against the Heroes Memorial Tracts. Nothing contained in this Section shall create any obligation on the part of the POA, the Declarant, or a Benefited Party to exercise the rights granted herein or perform another Owner's obligations. The rights of the POA, the Declarant, and the Benefited Parties to enforce this Declaration against the City shall be limited to the right to exercise self-help as set forth in this section and the right to seek injunctive relief.

11.2. No Waiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration. No breach shall entitle Owner to terminate this Declaration.

12. Easements.

12.1. Private Drainage Easements. All dedications, limitations, restrictions and reservations shown on any plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or the POA or any third-party prior to the Effective Date, including but not limited to the Private Drainage Easements, are incorporated herein by reference and made a part of this Declaration, and will be construed as being adopted in each and every contract, deed, or conveyance related to the Heroes Memorial Tracts.

12.2. Easement for Access. The City hereby grants to the POA and the Declarant, and the directors, officers, employees, agents, builder's, and contractors of the POA and the Declarant (the "**POA Parties**"), a nonexclusive, perpetual easement for the purpose of ingress and egress over, upon, and across the Heroes Memorial Tracts in a location reasonably agreed upon by the parties that does not unreasonably interfere with the Heroes Memorial Improvements or the Park Purpose and subject to the compliance with the terms and conditions of this Declaration for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with, and to enforce this Declaration, and to the

extent reasonably necessary to provide the POA Parties access to the Pond and the Core Drainage Improvements and to exercise the POA Parties' rights and obligations hereunder. Additionally, the City hereby grants the POA Parties the right and easement in a location reasonably agreed upon by the Parties that does not unreasonably interfere with the Heroes Memorial Improvements or the Park Purpose to reasonably inspect, construct, connect to, install, maintain, remove, replace, and enlarge the Pond and the Core Drainage Improvements pursuant to and in compliance with the terms of this Declaration and as necessary to enable the Pond and the Core Drainage Improvements to continuously provide storm water drainage and detention to the Benefited Properties as described by the Drainage and Detention Plans or as required by Applicable Law, so long as any damage done to the Heroes Memorial Improvements by the POA Parties in exercising these rights is repaired pursuant to *Section 10*. Such right may be exercised by the POA Parties and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

13. Miscellaneous.

13.1. Indemnification. POA and the Declarant shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the POA or the Declarant under *Sections 3.2, 4.2, 10.2, 11, or 12* of this Declaration, including any acts or negligent omissions of the POA or the Declarant, and its respective agents, officers, directors, contractors, subcontractors, or employees, while in the exercise or performance of the rights or duties under *Sections 3.2, 4.2, 10.2, 11, or 12* of this Declaration. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Declaration shall not be deemed to be a "negligent or willful act."

13.2. Term.

13.2.1. Subject to amendment or termination as provided herein, this Declaration shall remain in effect and shall be enforceable by the POA, the Declarant, and the City, and each such entity's successors and assigns, in accordance with the terms of this Declaration, for a term of thirty (30) years from the date this Declaration is recorded in the Official Public Records of Hays County, Texas ("**Public Records**") and, thereafter, shall automatically be renewed for successive periods of ten (10) years each so long as the Community Declaration remains in effect. Notwithstanding the foregoing, if the Heroes Memorial Tracts becomes subject to the Community Declaration or if the Heroes Memorial Tracts revert back to the ownership of the POA or the Declarant, as applicable, then this Declaration shall automatically terminate and be of no further force and effect and, thereafter, use, and development of the Heroes Memorial Tracts shall be subject to the terms of the Community Declaration and the other governing documents referenced therein; provided that the documents annexing the Heroes Memorial Tracts into the Community Declaration shall provide that the Heroes Memorial Tracts shall be used solely as open space and that any improvements constructed on the Heroes Memorial Tracts be limited to those of the type commonly found in municipal parks (the "**Open Space Restriction**"), which such Open Space Restriction shall survive termination of this Declaration.

13.2.2. If any provision of this Declaration would be unlawful, void or voidable by reason of any Texas law prohibiting covenants from extending more than twenty-one (21) years beyond

the death of a person identified in such covenant who is living at the time such covenant is made, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the initial recording of this Declaration in the Public Records, descendants of Elizabeth II, Queen of England.

13.3. Amendment. This Declaration may be amended only by written instrument signed by POA, the Declarant, and the Owner. Notwithstanding the foregoing, this Declaration cannot be amended to materially interfere with the easements and rights held by the Benefited Parties under this Declaration to use the Pond, the Core Drainage Improvements, or the Heroes Memorial Tracts for the Drainage Purpose without the written consent of the Benefited Party or Benefited Parties so affected.

13.4. Notices. Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by applicable law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Declarant, its successors and assigns, as applicable, for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Declarant, its successors and assigns, as applicable.

13.5. Recitals. The recitals above are incorporated herein and specifically made a part of this Declaration.

13.6. Construction and Interpretation. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

13.7. No Agency. Nothing in this Declaration shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

13.8. Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Declaration.

13.9. Assignability. The easements granted herein are appurtenant to, assignable, and run with the transfer of, the Benefited Properties or portions thereof. The easements may not be severed from the Benefited Properties or portions thereof except as consented to by the owner(s) of the Benefited Properties or portions thereof. This Declaration is assignable by the Parties. The POA specifically has the right to assign its rights and obligations under this Declaration to the Plum Creek Mixed-Use Property Owners' Association, Inc., a Texas nonprofit corporation.

13.10. Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

13.11. Further Assurances. Each of the Parties hereto agrees to execute and deliver any and all additional papers, documents, and other assurances that may be required, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Hays County, Texas.

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: PCDP General Partner, LLC, a Texas limited liability company, its General Partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

DECLARANT:

MOUNTAIN PLUM, LTD., a Texas limited partnership

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

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company, its manager

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

POA:

**PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS'
ASSOCIATION, INC.,**
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, who is known to me in his/her capacity as _____ of the PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said entity.

(seal)

Notary Public, State of Texas

THE CITY OF KYLE, TEXAS:

By: _____
Name: _____
Title: _____
Date: _____
Address: 100 West Center Street
Kyle, Texas 78641

STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the ___ day of _____, 2021, by
_____, _____ of _____, a
_____, on behalf of said _____.

Notary Public in and for the
State of Texas

Exhibit "A"

Legal Description of the Declarant Parcel

"TRACT 5"

Morton M. McCarver Survey No. 44
Abstract No. 10

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1377 ACRES (5,997 SQUARE FEET) OUT OF THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.263 ACRE TRACT ("TRACT 1") CONVEYED TO PLUM CREEK DEVELOPMENT PARTNERS, LTD. IN DOCUMENT NO. 19026207 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 0.1377 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

COMMENCING, at a 1/2-inch iron rod with "BCG" cap found in the north right-of-way line of Kohlers Crossing (aka County Road 171, aka Mountain City Road, right-of-way varies), being in the east line of the remainder of a called 10.00 acre tract conveyed to Board of Trustees for the Hays County Independent School District in Volume 2029, Page 661 (O.P.R.H.C.T.), being the southwest corner of a called 4.857 acre tract conveyed to Plum Creek Uptown District Owners' Association, Inc. in Volume 5258, Page 857 (O.P.R.H.C.T.), being the northeast corner of a called 0.273 acre right-of-way dedication ("Parcel No. 8") conveyed to the City of Kyle, Texas in Volume 3226, Page 168 (O.P.R.H.C.T.), and being the northwest corner of a called 0.254 acre right-of-way dedication ("Tract 3") conveyed to the City of Kyle, Texas in Volume 3220, Page 508 (O.P.R.H.C.T.), from which a 1/2-inch iron rod with "4Ward Boundary" cap found in the north right-of-way line of said Kohlers Crossing, for the most southerly southeast corner of said 4.857 acre tract, for the northeast corner of said 0.254 acre right-of-way dedication bears, N88°53'20"E, a distance of 541.89 feet;

THENCE, leaving the north right-of-way line of said Kohlers Crossing, with the common line of said 10.00 acre Hays County Independent School District tract and said 4.857 acre tract, N01°06'34"E, a distance of 410.00 feet to a 1/2-inch iron rod with "LAI" cap found, said point being the northwest corner of said 4.857 acre tract, also being the southwest corner of a called 0.0238 acre tract conveyed to Mountain Plum, Ltd. in Volume 2857, Page 753 (O.P.R.H.C.T.);

THENCE, with the north line of said 4.857 acre tract and the south line of said 0.0238 acre tract, N88°54'44"E, a distance of 15.00 feet to a 1/2-inch iron rod with "LAI" cap found for the southwest corner and **POINT OF BEGINNING** hereof, said point being the southeast corner of said 0.0238 acre tract, also being the most southerly southwest corner of a called 1.263 acre tract conveyed to Plum Creek Development Partners, Ltd. in Document No. 19026207 (O.P.R.H.C.T.);

THENCE, with the east line of said 0.0238 acre tract and the west line of said 1.263 acre tract, N01°07'08"W, a distance of 21.27 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, from which a 1/2-inch iron rod with "LAI" cap found for the northeast corner of said 0.0238 acre tract, being an angle point in the west line of said 1.263 acre tract, N01°07'08"W, a distance of 47.97 feet;

THENCE, over and across said Plum Creek Development Partners tract the following five (5) courses and distances:

- 1) N60°36'10"E, a distance of 61.98 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of curvature hereof,

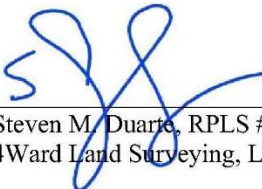
- 2) Along a curve to the right, whose radius is **229.29** feet, whose arc length is **82.93** feet, and whose chord bears **N70°57'51"E**, a distance of **82.48** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of compound curvature hereof,
- 3) Along a curve to the right, whose radius is **3.00** feet, whose arc length is **4.75** feet, and whose chord bears **S53°17'41"E**, a distance of **4.27** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof,
- 4) **S07°54'54"E**, a distance of **16.98** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, and
- 5) **N85°23'42"E**, a distance of **24.23** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being in the southeast line of said 1.263 acre tract, and being in the north line of said 4.857 acre tract, from which a 1/2-inch iron rod with "BCG" cap found for the most easterly southeast corner of said 1.263 acre tract, being in the south line of the remainder of a called 983.99 acre tract ("Tract 2") conveyed to Mountain Plum, Ltd. in Volume 2297, Page 139 (O.P.R.H.C.T.), bears **N58°52'03"E**, a distance of 41.34 feet;

THENCE, with the south line of said 1.263 acre tract and the north line of said 4.857 acre tract, the following two (2) courses and distances:

- 1) **S58°52'03"W**, a distance of **116.03** feet to a 1/2-inch iron rod with "BCG" cap found for an angle point hereof, and
- 2) **S88°54'44"W**, a distance of **62.15** feet to the **POINT OF BEGINNING** and containing 0.1377 Acres (5,997 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000100729605. See attached sketch (reference drawing: 01037-TITLE rev 3.dwg).

 **4/21/2021**
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC



Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.5474 ACRES (23,846 SQUARE FEET) OUT OF THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 983.99 ACRE TRACT (“TRACT 2”) CONVEYED TO MOUNTAIN PLUM, LTD. IN VOLUME 2297, PAGE 139 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 0.5474 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

COMMENCING, at a 1/2-inch iron rod with “4Ward Boundary” cap found in the west right-of-way line of FM 1626 (right-of-way varies, this portion of FM 1626 having been dedicated in Volume 1871, Page 236, O.P.R.H.C.T.), being the most easterly southeast corner of a called 4.857 acre tract conveyed to Plum Creek Uptown District Property Owners’ Association, Inc. in Volume 5258, Page 857 (O.P.R.H.C.T.), from which a 1/2-inch iron rod with “4Ward Boundary” cap found in the north right-of-way line of Kohlers Crossing (aka County Road 171, aka Mountain City Road, right-of-way varies), for the most southerly southeast corner of said 4.857 acre tract, for the northeast corner of a called 0.254 acre right-of-way dedication (“Tract 3”) conveyed to the City of Kyle, Texas in Volume 3220, Page 508 (O.P.R.H.C.T.), bears, S42°46’57”W, a distance of 39.17 feet;

THENCE, with the west right-of-way line of said FM 1626 and the east line of said 4.857 acre tract, N03°41’26”W, a distance of 286.28 feet to a 1/2-inch iron rod with “4Ward Boundary” cap found for the southeast corner and **POINT OF BEGINNING** hereof, said point being the northeast corner of said 4.857 acre tract, and being in the south line of said 983.99 acre remainder tract;

THENCE, leaving the west right-of-way line of said FM 1626, with the north line of said 4.857 acre tract and the south line of said 983.99 acre remainder tract the following four (4) courses and distances:

- 1) **S88°48’24”W**, a distance of **124.97** feet to a 1/2-inch iron rod with “4Ward Boundary” cap found for an angle point hereof,
- 2) **N82°26’54”W**, a distance of **131.53** feet to a 1/2-inch iron rod with “4Ward Boundary” cap found for an angle point hereof,
- 3) **N23°56’06”W**, a distance of **85.71** feet to a 1/2-inch iron rod with “4Ward Boundary” cap found for an angle point hereof, and
- 4) **N53°56’51”W**, a distance of **90.04** feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for the northwest corner hereof, from which a 1/2-inch iron rod with “4Ward Boundary” cap found for the north corner of said 4.857 acre tract, being in the south line of said 983.99 acre remainder tract, and being in the southeast line of a called 1.263 acre tract (“Tract 1”) conveyed to Plum Creek Development Partners, Ltd. in Document No. 19026207 (O.P.R.H.C.T.), bears, N53°56’51”W, a distance of 10.79 feet;

THENCE, over and across said 983.99 acre remainder tract the following seven (7) courses and distances:

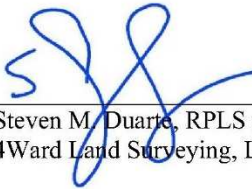
- 1) **S81°21’33”E**, a distance of **35.32** feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for an angle point hereof,
- 2) **S79°26’03”E**, a distance of **42.98** feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for an angle point hereof,
- 3) **S86°28’37”E**, a distance of **43.01** feet to a 1/2-inch iron rod with “4Ward Boundary” cap set for an angle point hereof,

- 4) **N90°00'00"E**, a distance of **103.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an external ell-corner hereof,
- 5) **S00°00'00"E**, a distance of **55.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
- 6) **S45°00'00"E**, a distance of **63.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 7) **N90°00'00"E**, a distance of **92.82** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northeast corner hereof, said point being in the west right-of-way line of said FM 1626;

THENCE, with the west right-of-way line of said FM 1626, over and across said 983.99 acre remainder tract, **S03°41'26"E**, a distance of **30.25** feet to the **POINT OF BEGINNING** and containing 0.5474 Acres (23,846 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000100729605. See attached sketch (reference drawing: 01037-TITLE rev3.dwg).

 **4/21/2021**
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

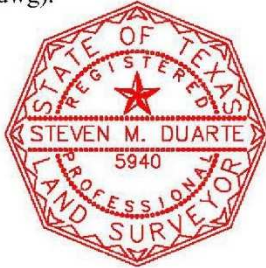


EXHIBIT "B"

Legal Description of the Pond Parcel

4.857 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
FN0897(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 4.857 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 4.857 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171) and the west right-of-way line of F.M. Highway 1626, same being in the west line of that certain 28.91 acre tract described in the deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas, for the northeast corner of a called 0.254 acre right-of-way dedication described as Parcel No. 3, Tract 3 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, and for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 88° 53' 16" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.254 acre right-of-way dedication, a distance of 541.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.254 acre right-of-way dedication, same being the northeast corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8, in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, and for the southwest corner of the tract described herein;

THENCE N 01° 06' 44" W, with the east line of the said 10.00 acre tract, a distance of 410.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of a called 0.0238 acre tract described as Exhibit "A" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, and for the northwest corner of the tract described herein;

THENCE N 88° 53' 16" E, with the south line of the said 0.0238 acre tract, at a distance of 15.00 feet pass a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 0.0238 acre tract, same being the southern southwest corner of a called 1.2623 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 668, Official Public Records of Hays County, Texas, and continuing with the south line of the said 1.2623 acre tract for a total distance of 77.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point;

THENCE N 58° 53' 16" E, with the southwest line of the said 1.2623 acre tract, a distance of 127.50 feet to a calculated point for the north corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 1.2623 acre tract bears N 58° 53' 16" E, a distance of 29.92 feet;

THENCE with the crossing the said 983.99 acre tract, the following four (4) courses and distances:

1. S 53° 55' 11" E, a distance of 100.89 feet to a calculated angle point,
2. S 23° 54' 05" E, a distance of 85.73 feet to a calculated angle point,
3. S 82° 24' 53" E, a distance of 131.55 feet to a calculated angle point, and
4. N 88° 50' 25" E, a distance of 124.99 feet to a calculated point in the west right-of-way line of said F.M. Highway 1626, same being in the west line of the said 28.91 acre tract, for the northwest corner of the tract described herein, from which a Type 2 Texas Department of Transportation monument bears N 03° 39' 40" W, a distance of 61.49 feet and S 68° 44' E, a distance of 0.17 feet;

THENCE with the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, the following two (2) courses and distances:

1. S 03° 39' 40" E, a distance of 286.04 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set, from which a Type 2 Texas Department of Transportation monument bears N 82° 45' E a distance of 0.21 feet, and
2. S 42° 46' 53" W, a distance of 39.16 feet to the **POINT OF BEGINNING** and containing 4.857 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0897(kls)

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

That I, John D. Barnard, 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 that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 19th of February, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746



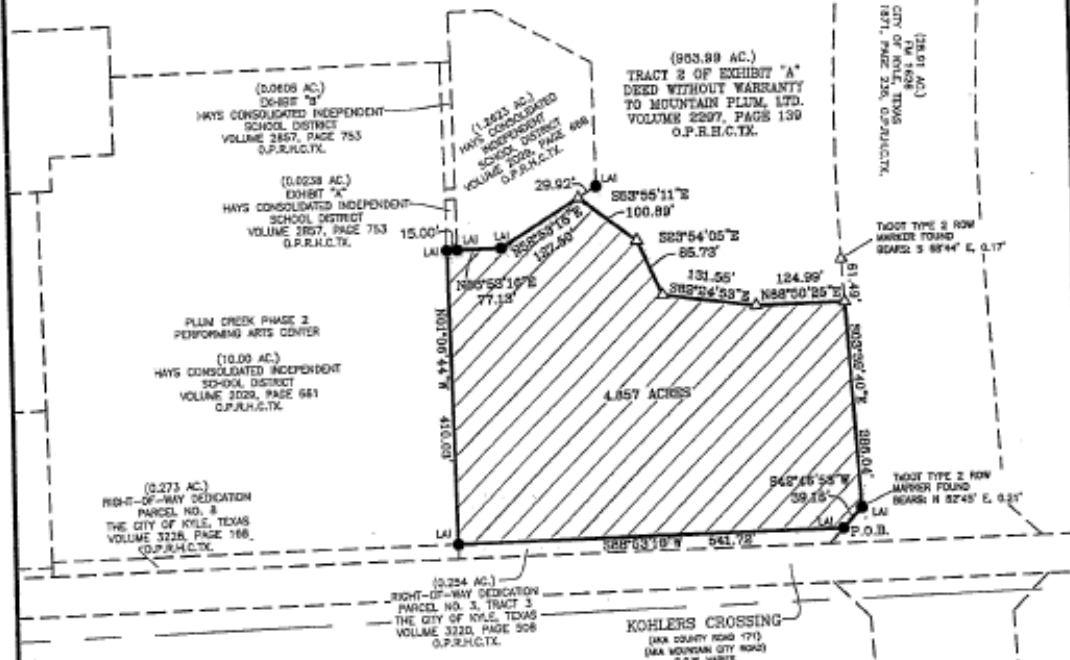
[Handwritten Signature]
 John D. Barnard
 Registered Professional Land Surveyor
 No. 5749 - State of Texas



FEBRUARY, 2008
HAYS COUNTY, TEXAS

A-10
M.M. McCARVER LEAGUE NO. 4

(883.99 AC.)
TRACT 2 OF EXHIBIT "A"
DEED WITHOUT WARRANTY
TO MOUNTAIN PLIM, LTD.
VOLUME 2297, PAGE 139
O.P.R.H.C.TX.



LEGEND

- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.

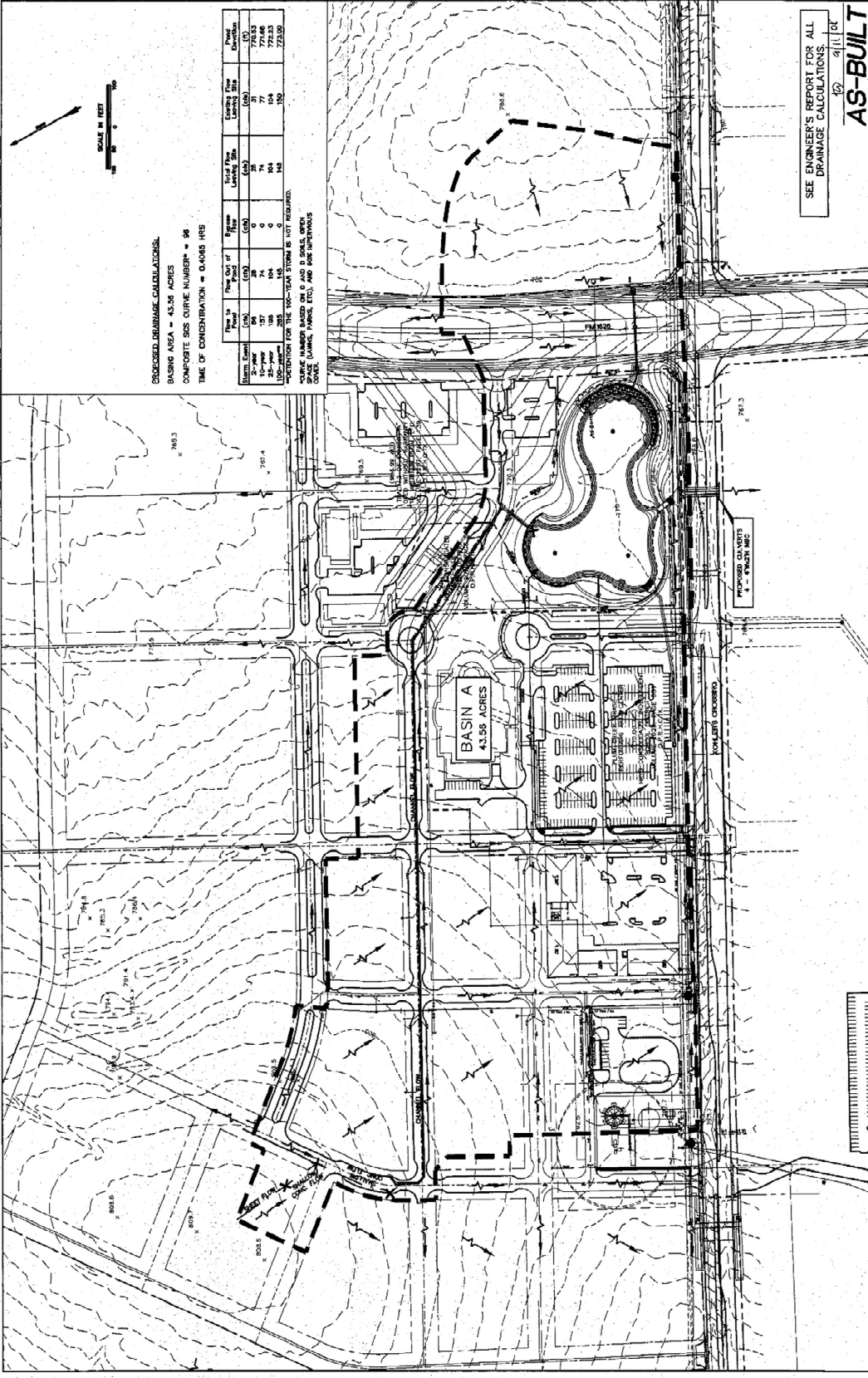
LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Coves Road, Suite 225, Austin Texas 78748
Phone: (512) 327-1180; Fax: (512) 327-4082; www.loomis-austin.com

SKETCH TO ACCOMPANY
FIELD-NOTES (FN0897)

PAGE 3 OF 3

Exhibit "C"

43.56-acre Basin A



CROSSED DRAINAGE CALCULATIONS:
 BASIN AREA = 43.56 ACRES
 COMPOSITE SCS CURVE NUMBER* = 96
 TIME OF CONCENTRATION = 0.008 HRS

Storm Depth (in)	Time Out of Pond		Basin Area (sq ft)	Solid Pkg Loading Rate (lb/sq ft)	Curb-to-Curb Length (ft)	Pond Depth (ft)
	min	sec				
1.0	137	74	0	74	771.68	171.03
1.5	137	74	0	74	771.68	171.03
2.0	137	74	0	74	771.68	171.03
2.5	137	74	0	74	771.68	171.03
3.0	137	74	0	74	771.68	171.03
3.5	137	74	0	74	771.68	171.03
4.0	137	74	0	74	771.68	171.03
4.5	137	74	0	74	771.68	171.03
5.0	137	74	0	74	771.68	171.03
5.5	137	74	0	74	771.68	171.03
6.0	137	74	0	74	771.68	171.03
6.5	137	74	0	74	771.68	171.03
7.0	137	74	0	74	771.68	171.03
7.5	137	74	0	74	771.68	171.03
8.0	137	74	0	74	771.68	171.03
8.5	137	74	0	74	771.68	171.03
9.0	137	74	0	74	771.68	171.03
9.5	137	74	0	74	771.68	171.03
10.0	137	74	0	74	771.68	171.03

*CURVE NUMBER BASED ON C AND D SOILS, WITH
 (SAND, SILT, CLAY, AND ORGANIC)
 CONTENTS

HANAHAN-PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 803 CHASE DRIVE
 ALBANY, TEXAS 75914
 OFFICE: 409-684-7444 FAX: 409-684-7445
 HPE

PROPOSED DRAINAGE MAP
 PLUM CREEK POND 3



Project: 10-10-03
 Revision: 1
 Date: 02/28/07
 Checked By: LHM
 Drawn By: ST/KA
 Scale: 1" = 10'-0"

SEE ENGINEER'S REPORT FOR ALL
 DRAINAGE CALCULATIONS.
 AS-BUILT
 10/11/07

Exhibit "D"

Heroes Memorial Plans

Exhibit "E"

Private Drainage Easements

1. Joint Agreement executed by Plum Creek Development Partners, Ltd, a Texas limited partnership, and A+ Federal Credit Union, and recorded on December 16, 2008 in Vol 3555, Page 638 of the Official Public Records of Hays County, Texas
2. Water Detention Pond Easement executed by Plum Creek Development Partners, Ltd, a Texas limited partnership, and KOP Plum Creek, LP and Rico Runner Plum Creek, LP, and recorded on February 29, 2008, in Vol 3339, Page 283 of the Official Public Records of Hays County, Texas
3. Drainage and Detention Easement Agreement by and between Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, and the Board of Trustees of Hays Consolidated Independent School District, an independent school district and political subdivision of the State of Texas, and recorded on _____, 2021, in _____ of the Official Public Records of Hays County, Texas.
4. Drainage and Detention Easement Agreement by and between Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, and PC Operating Partners, Ltd., a Texas limited partnership, and recorded on _____, 2021, in _____ of the Official Public Records of Hays County, Texas
5. Drainage and Detention Easement Agreement by and between Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, and Uptown at Plum Creek Phase 1A LLC, an Oklahoma limited liability company, and recorded on _____, 2021, in _____ of the Official Public Records of Hays County, Texas
6. Drainage and Detention Easement Agreement by and between Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, and Plum Creek Development Partners, Ltd., a Texas limited partnership, and recorded on _____, 2021, in _____ of the Official Public Records of Hays County, Texas
7. Drainage and Detention Easement Agreement by and between Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, and Mountain Plum, Ltd., a Texas limited partnership, and recorded on _____, 2021, in _____ of the Official Public Records of Hays County, Texas

Exhibit "F"

Commercial Design Guidelines



CITY OF KYLE, TEXAS

Installation of STOP signs at W Blanco Street and N Sledge Street

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Approve an Ordinance regulating traffic, authorizing and directing the installation and erection of stop signs for traffic control at the intersection of W Blanco Street and N Sledge Street in the city limits of Kyle. ~ *Leon Barba, P.E., City Engineer*

Other Information:

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Engineer's Memo
- Resolution
- Location Map



CITY OF KYLE

100 W. Center St.
Office (512) 262-3958

Kyle, Texas 78640
Fax (512) 262-3915

MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Jeff Prato, P.E., Engineer

DATE: July 12, 2021

SUBJECT: Multi-way Stop Investigation – W Blanco Street and N Sledge Street

W Blanco Street runs in a generally east and west direction starting at N Front Street and ending at Veterans Drive. The distance between the described intersection from these two points are approximately 1,300 feet and 1,350 feet, respectively.

Staff from the Kyle Police Department, the Public Works Department, and the Engineering Department visited the subject intersection to observe the existing conditions. The existing three-way intersection is located adjacent to Kyle Elementary School and is utilized as a crosswalk. There is one (1) existing stop sign located on N Sledge Street.

Based on staff observation, Guideline E (Optional Criterion 2 & 4) of the TMUTCD is met:

Criterion 2 - The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.

Criterion 4 - An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Please let me know if you need any additional information.

Jeff Prato

Xc: Harper Wilder, Director of Public Works
Jeff Barnett, Chief of Police

ORDINANCE NO. _____

AN ORDINANCE REGULATING TRAFFIC, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF STOP SIGNS FOR TRAFFIC CONTROL AT THE INTERSECTION OF W BLANCO STREET AND N SLEDGE STREET IN THE CITY LIMITS OF KYLE; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways within the City limits of the City of Kyle (the “City”) is essential and necessary to protect the traveling public and to preserve and protect the public safety of the City; and

WHEREAS, the: City Engineer, Director of Public Works, Chief of Police and City Council have reviewed the situation and issues that are the subject matter of this Ordinance; and

WHEREAS, the City Council of the City find that the safety and welfare of the citizens of the City requires that stop signs be provided at such points within the City;

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

SECTION 1: Findings. The recitals are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2: That all vehicles proceeding along the following streets shall come to a full stop immediately before reaching the intersections hereinafter set forth;

- AT THE INTERSECTION OF W BLANCO STREET AND N SLEDGE STREET

SECTION 3: That at each place designated in Section 2 of this ordinance, for vehicles to stop in proceeding along the street, there shall be placed a sign, either in the surface of the street or at the side thereof, directing traffic to stop at such point, and no provisions of this ordinance for which signs are required shall be enforceable against an alleged violator, if at the time and place of the alleged violation the sign herein required is not in proper position and sufficiently legible to be seen by an ordinarily observant person.

SECTION 4: That it shall be unlawful for the operator of any vehicle to disobey the instructions of the stop sign placed in accordance with the provisions of this ordinance.

SECTION 5: That it shall be unlawful for any person to willfully deface, injure, move, remove, obstruct or interfere with any stop sign under the provisions of this ordinance.

SECTION 6: Any person violating any provisions of this Ordinance shall be subject to the penalty provided in Section 1-14 of the Code of Ordinances.

SECTION 7. Conflicting Ordinances or Resolutions. All resolutions or ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby REPEALED to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this ordinance shall govern.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

SECTION 9. Effective Date. This ordinance shall be effective from and after its approval and passage in accordance with the Texas Local Government Code and the city charter.

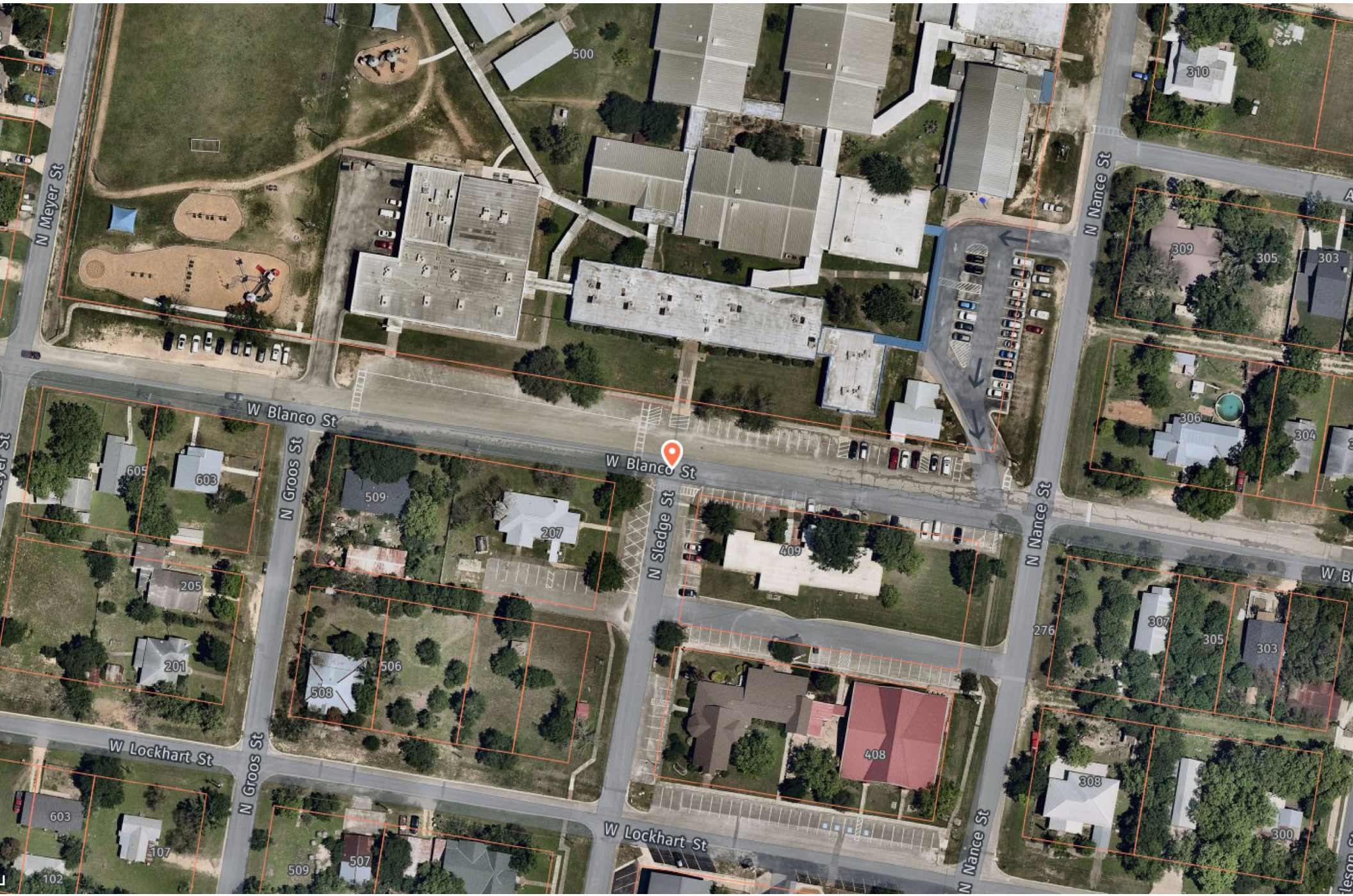
PASSED AND APPROVED on first reading this ___ day of _____, 2021
FINALLY PASSED AND APPROVED on this ___ day of _____, 2021.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer A. Holm, City Secretary



Item # 20



CITY OF KYLE, TEXAS

Shelia Lynn Webb and Rebecca Ann Hadsell, Independent Co-Executors of the Estate of Janell Hadsell - Annexation (ANNX-21-0009)

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance of the City of Kyle, Texas, annexing 24.563 acres, more or less, of land located in Hays County, Texas; 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 severability clause and an effective date; and providing for open meetings and other related matters. (Shelia Lynn Webb and Rebecca Ann Hadsell, Independent Co-Executors of the Estate of Janell Hadsell - ANNX-21-0009)~ *Howard J. Koontz, Director of Planning and Community Development*

City Council voted 6-1 to approve on First Reading.

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Annexation Ordinance
- Annexation Petition
- Annexation Schedule
- Development Agreement
- Deed
- Landowner Authorization Letter



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Howard J. Koontz – Director of Planning & Community Development

DATE: Tuesday, July 6, 2021

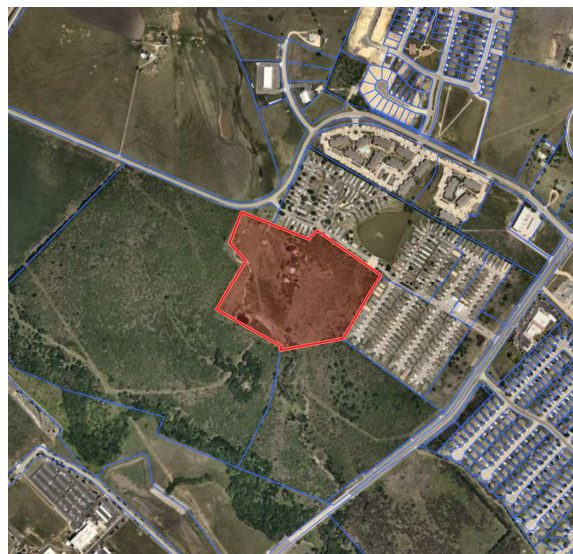
SUBJECT: Annexation of 24.563-Acres Owned by the Estate of Janelle Hadsell

REQUEST

The applicant (Nikelle Meade, Husch Blackwell) has applied for annexation on behalf of the Estate of Janelle Hadsell and petitions the Mayor & Council to annex the 24.563 - acres associated with a Chapter 43 Non-Annexation Development Agreement approved on October 6, 2009.

LOCATION

The property is located south and adjacent to the Lakeside Crossing Manufactured Home Park. The parcel is largely vacant with an abandoned homestead on site.



Red denotes 24.563-acres (Hadsell)

Per State of Texas law, when a municipality considers annexing property into city boundaries, they must offer a non-annexation development agreement to property(s) with agricultural exemptions and/or used for agricultural, pastorage or timber production (Chapter 43, *Texas Local Government Code*). This allows the property to stay outside the city limits for a certain amount of time, and also places rules for reasons to annex the property. In 2009, the City of Kyle entered into a non-annexation development agreement with the Hadsell family, for approximately 24.653-acres of agriculture land. The agreement is still in force.

As part of the agreement, it was agreed the 24.563-acres would not be developed, as this constitutes a development application. A development application is one of the items that triggers annexation into the City. Additionally, as part of the agreement, the owners of the 24.563-acres agreed to not develop or build any additional structures other than those typical of farms (i.e. barns, stables, corrals, silos, etc.).

In 2020, representatives from Husch Blackwell began discussions to develop the property relating to either the M-2 or M-3 zoning districts. Staff asked them to wait for the City initiated comprehensive plan update, but this was significantly delayed to due staffing levels. A few months back, staff gave permission for the applicant to begin development processes, beginning with a comprehensive plan amendment to include the M-2 & M-3 zoning districts in this part of the city. This passed recently, and now applicant is seeking annexation (next step). Following completion of the annexation, the following steps/permits will be taken:

- Zoning (M-2 or M-3 expected)
- Subdivision Plat

RECOMMENDATION

Staff supports the annexation petition and asks the Mayor and Council to support the annexation by affirmative vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 24.653 ACRES OF LAND, MORE OR LESS, LOCATED IN 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 and the owner of the subject property entered into that certain Development Agreement dated October 6, 2009;

WHEREAS, the Development Agreement sets forth the terms by which the subject property will be annexed into the City;

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 24.653-acres, more or less, out of the D. Downer Survey, Abstract No. 22 and the A. Brichta Survey, Hays County, Texas and being out of that certain 24.653-acre tract conveyed to the Jack & Janelle R. Hadsell in the warranty deed recorded in Volume 250, Pages 152, and the Quitclaim Deed recorded in Volume 3988, Page 777 Official Public Records of Hays County, Texas and being further described per Letters Testamentary as owned by the Estate of Janelle Hadsell and 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. 6.

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"

ANNEXED PROPERTY DESCRIPTION

All that certain area of land being 24.653-acres, more or less, out of the D. Downer Survey, Abstract No. 22 and the A. Brichta Survey, Hays County, Texas and being out of that certain 24.653-acre tract conveyed to the Jack & Janelle R. Hadsell in the warranty deed recorded in Volume 250, Pages 152, and the Quitclaim Deed recorded in Volume 3988, Page 777 Official Public Records of Hays County, Texas and being further described per Letters Testamentary as owned by the Estate of Janelle Hadsell and being more particularly shown and described by survey and metes and bounds in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 1

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

Tract 2

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a ½" iron rod set,

90012572	Bk OPR	Vol 3651	Pg 874
10028678	Bk OPR	Vol 3988	Pg 779

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a 1/2" iron rod set for the north corner of this description, and
3. **S 32°36'07" E 96.57 feet** to a 1/2" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a 1/2" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

Bk Vol Pg
90012572 OPR 3651 875
Bk Vol Pg
10078678 OPR 3988 780

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/4" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. # 5307

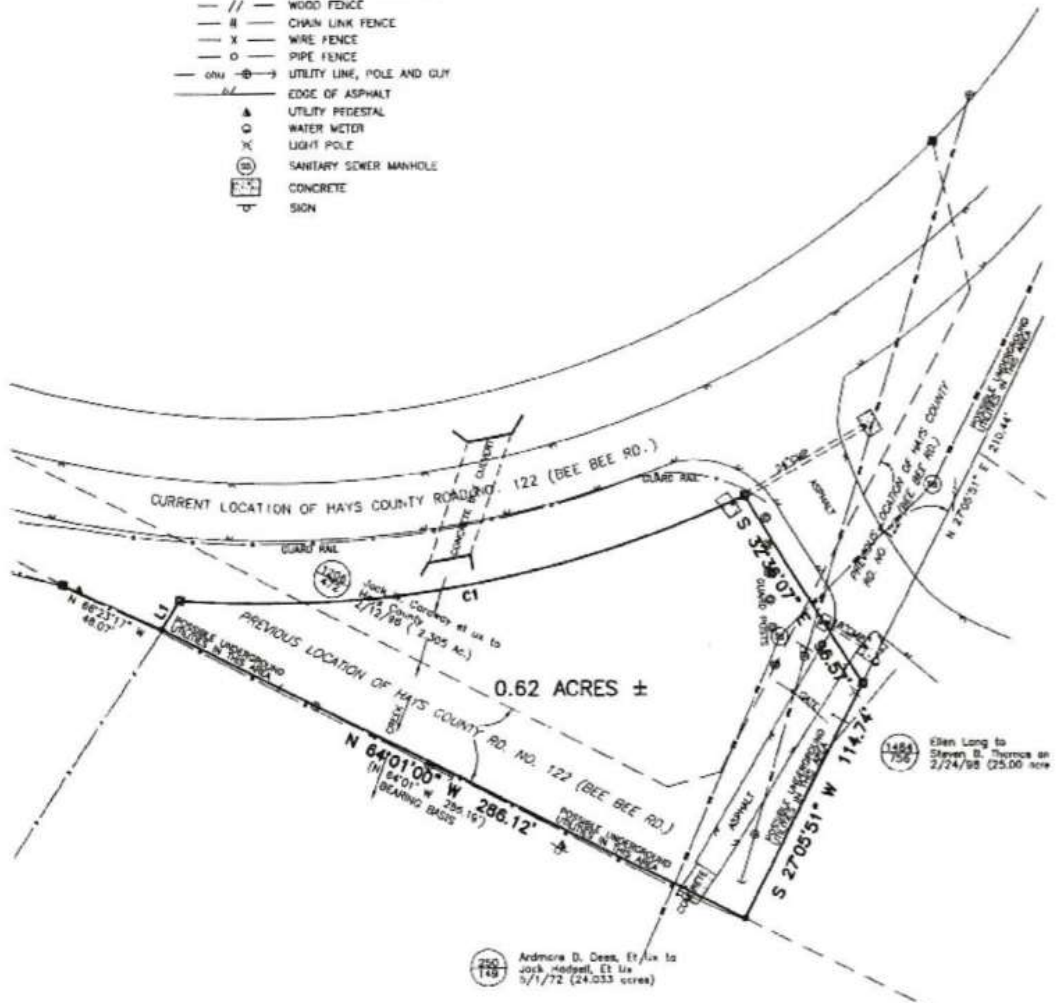


Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
END0.62

90012572 Blk Vol Pg
 OPR 3651 876
 ORIGINAL
 1" =
 10028678 Blk Vol Pg
 OPR 3988 781 A

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- PIPE FENCE
- UTILITY LINE, POLE AND GUY
- EDGE OF ASPHALT
- UTILITY PEDESTAL
- WATER METER
- LIGHT POLE
- SANITARY SEWER MANHOLE
- CONCRETE
- SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

Δ	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
29°27'53"	498.37'	258.29'	N 79°37'27" E	253.48'	

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

This Agreement is entered into by and between the City of Kyle, Texas, a municipal corporation (“City”) and the Sheila Lynn Webb and Rebecca Ann Hadsell as Independent Co-Executors of the Estate of Janelle Hadsell and its successors and assigns (collectively, “Landowner,” whether one or more). Landowner and City may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Landowner owns the land described in the Annexation Ordinance (defined below) and the exhibits attached to the Annexation Ordinance (the “Subject Property”);

WHEREAS, upon the request of Landowner the City intends to institute annexation proceedings to annex the Subject Property;

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property (the “Annexation Ordinance”), it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of the Annexation Ordinance (the “Effective Date”).

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 infrastructure 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, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by Section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

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 Landowner 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. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer 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 City-owned 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. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

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 City 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. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property and 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 herein:

A. Water service and maintenance of water facilities as follows:

(i) The Landowner shall construct the internal and off-site water lines and facilities (the "Water System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, 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. The Water System will be accepted and maintained by the City in accordance with the City's usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, City policies, and any agreements between the City and the Landowner in effect at the time a request for additional service is submitted shall govern the costs and request for water service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) The Subject Property Landowner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer 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 the ordinances, regulations and policies of the City. The Sewer System will be accepted and maintained by the City in accordance with the City's usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, City policies, and any agreements

between the City and the Landowner in effect at the time a request for additional service is submitted shall govern the costs and request for wastewater service.

C. Maintenance of streets, roadways, and rights-of-way as follows:

(i) The City will provide maintenance services on public streets, roadways, and rights-of-way within the Subject Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited to the following:

(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 for other similarly situated areas and customers of the City.

(C) The Landowner has specifically agreed that maintenance of public streets, roadways, and rights-of-way will be of little benefit and not needed on the Subject Property prior to the Landowner completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Subject Property if such public streets, roadways, and rights-of-way are dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, construction of gutters and construction of other such major improvements as the need therefor is determined by the governing body under established City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefor 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 Landowner agrees that no improvements are required on such roadways to service the Subject Property at this time. If the Landowner develops the Subject Property so as to impact abutting roadways pursuant to the City's subdivision regulations, the Landowner agrees to comply with the ordinances and policies of the City with regard to roadway improvements.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals or provide the services listed in (2)(A), (B) & (C), above, then in that event the Landowner may request and obtain disannexation of the Subject Property pursuant to this Agreement; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Subject Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development or redevelopment of the Subject Property, the Landowner(s) will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances and policies in effect at the time of development or redevelopment. No new capital improvements are necessary at this time to service the Subject Property.

(5) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.

(6) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and the exhibits attached to the Annexation Ordinance.

(7) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(8) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Hays County, Texas.

(9) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(10) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(11) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this

instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ___ day of July, 2021.

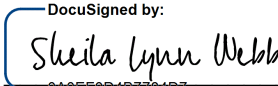
ATTEST:

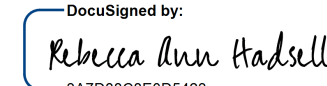
THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

LANDOWNER(S):

By:  _____
Sheila Lynn Webb
Title: Independent Co-Executor of Estate of Janelle Hadsell
Date: 7/16/2021

By:  _____
Rebecca Ann Hadsell
Title: Independent Co-Executor of Estate of Janelle Hadsell
Date: 7/16/2021

Certificate Of Completion

Envelope Id: 01CB01E32FB04091812CB15E4B9BBBD7 Status: Completed
 Subject: Please DocuSign: Agreement Regarding Post-Annexation Provision of Services for Property to be A...
 Client: 1
 Matter: 1
 Source Envelope:
 Document Pages: 6 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Julia Pearson
 AutoNav: Enabled Julia.Pearson@huschblackwell.com
 Enveloped Stamping: Disabled IP Address: 38.140.214.10
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original Holder: Julia Pearson Location: DocuSign
 7/16/2021 11:50:26 AM Julia.Pearson@huschblackwell.com

Signer Events

Rebecca Ann Hadsell
 rahadsell@yahoo.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

3A7D88C8E0D5423...
 Signature Adoption: Pre-selected Style
 Using IP Address: 69.59.91.193

Timestamp

Sent: 7/16/2021 12:00:00 PM
 Viewed: 7/16/2021 2:56:28 PM
 Signed: 7/16/2021 2:58:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/16/2021 2:56:28 PM
 ID: 31bcc88-3c51-4a83-b118-53c442855a01

Sheila Lynn Webb
 sheila7759@sbcglobal.net
 Security Level: Email, Account Authentication (None)

DocuSigned by:

0A0EF0D4B7784D7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 69.59.91.193

Sent: 7/16/2021 12:00:00 PM
 Viewed: 7/16/2021 2:15:57 PM
 Signed: 7/16/2021 3:00:19 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/16/2021 2:15:57 PM
 ID: a2ba39c5-849f-4610-9705-70b94de4aa6a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Bob Pence
 bpence@robertscommunities.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/16/2021 12:00:01 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Julia Pearson
julia.pearson@huschblackwell.com
Husch Blackwell LLP
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 7/16/2021 12:00:01 PM
Resent: 7/16/2021 3:00:20 PM

Nikelle Meade
nikelle.meade@huschblackwell.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/2/2021 11:35:17 AM
ID: 54134be9-5c77-432f-9d0c-6f023295cdcd

COPIED

Sent: 7/16/2021 12:00:01 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	7/16/2021 12:00:01 PM
Certified Delivered	Security Checked	7/16/2021 2:15:57 PM
Signing Complete	Security Checked	7/16/2021 3:00:19 PM
Completed	Security Checked	7/16/2021 3:00:19 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

CONSUMER DISCLOSURE

From time to time, Husch Blackwell LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Husch Blackwell LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: software.compliance@huschblackwell.com

To advise Husch Blackwell LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at software.compliance@huschblackwell.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Husch Blackwell LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to software.compliance@huschblackwell.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Husch Blackwell LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to software.compliance@huschblackwell.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and

browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Husch Blackwell LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Husch Blackwell LLP during the course of my relationship with you.

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF KYLE
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of certain area of land located within Hays County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Kyle, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees 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, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Kyle, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain area of land being 24.653-acres, more or less, out of the D. Downer Survey, Abstract No. 22 and the A. Brichta Survey, Hays County, Texas and being out of that certain 24.653-acre tract conveyed to the Jack & Janelle R. Hadsell in the warranty deed recorded in Volume 250, Pages 152, and the Quitclaim Deed recorded in Volume 3988, Page 777 Official Public Records of Hays County, Texas and being further described per Letters Testamentary as owned by the Estate of Janelle Hadsell and 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 TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Kyle and in the real property records of Hays County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 25th day of May 2021, with the City Secretary of the City of Kyle, Hays County, Texas.

Petitioner:

By: Sheila Lynn Webb
Name: Sheila Lynn Webb, Independent
Co-Executor of Estate of Janelle Hadsell
Title: Owner

By: Rebecca Ann Hadsell
Name: Rebecca Ann Hadsell, Independent
Co-Executor of Estate of Janelle Hadsell
Title: Owner

STATE OF TEXAS

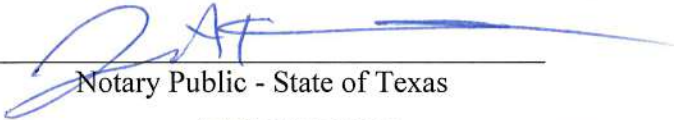
§
§
§

COUNTY OF LLANO

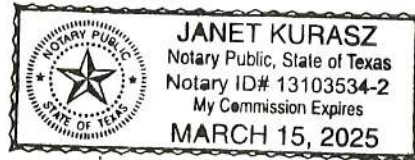
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SHEILA LYNN WEBB, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of May 2021.

(SEAL)



Notary Public - State of Texas



STATE OF TEXAS

§
§
§

COUNTY OF LLANO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared REBECCA ANN HADSELL, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of May 2021.

(SEAL)



Notary Public - State of Texas

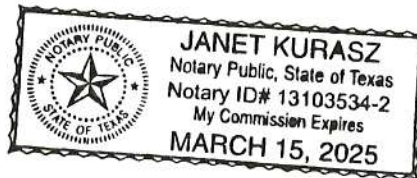


Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 24.653 - ACRES

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a ½" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a ½" iron rod set for the north corner of this description, and
3. **S 32°36'07" E 96.57 feet** to a ½" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a ½" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

Bk Vol Pg
90012572 OPR 3651 875
Bk Vol Pg
10078678 OPR 3988 780

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/4" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. # 5307



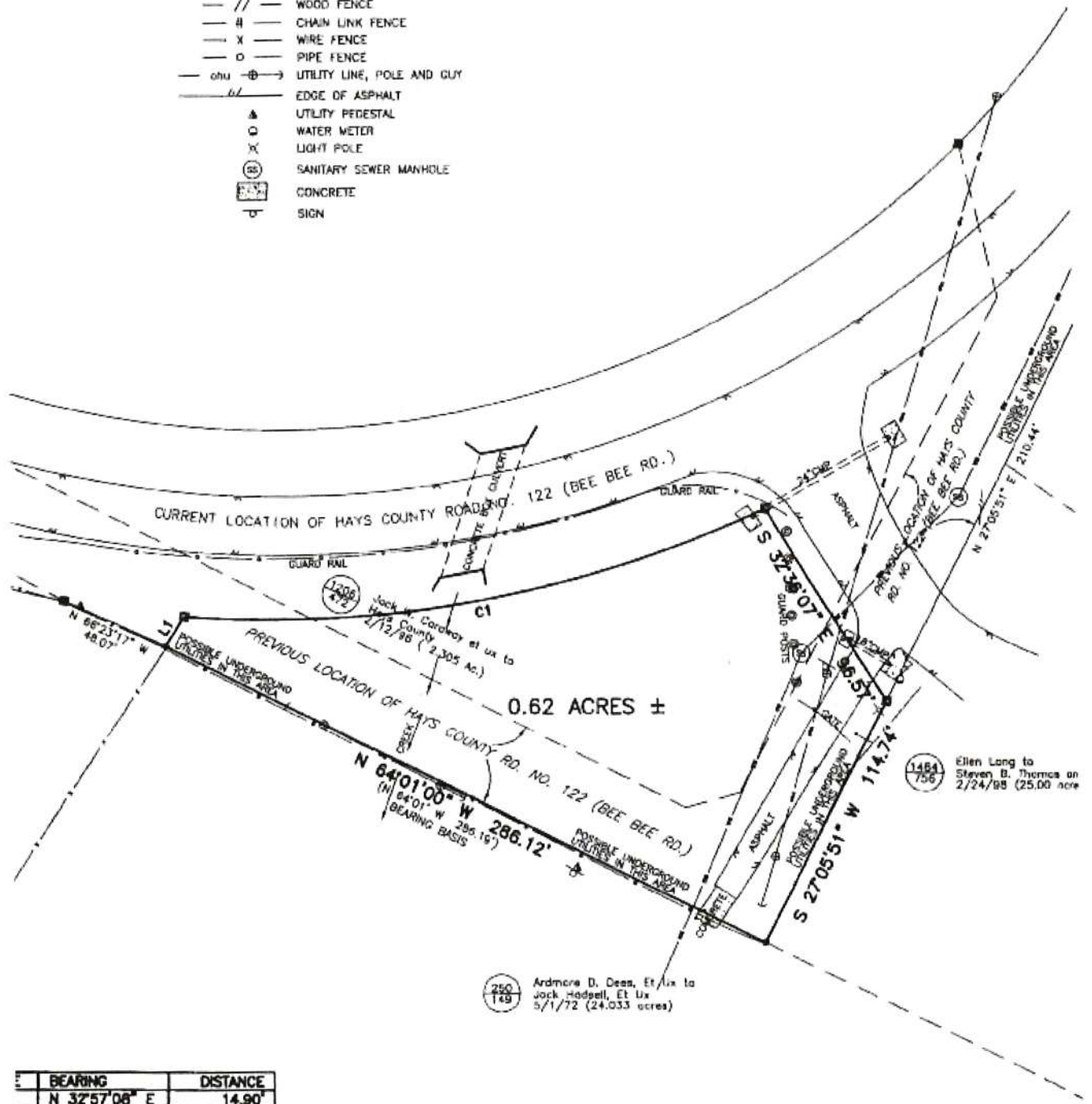
Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
END0.62

Blk Vol Pg
90012572 OPR 3651 876 ORIGINAL
1" =

Blk Vol Pg
10028678 OPR 3988 781 A

LEGEND

- (VOL / PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- O — PIPE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- / — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- × LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- CONCRETE
- ⊖ SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

ΔVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'

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 City fire fighting force and the volunteer 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.

**SCHEDULE FOR VOLUNTARY ANNEXATION
HADSSELL ESTATE ON BEBEE ROAD +/- 24.653 - ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
June 1, 2021	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR JULY, 6 2021	Loc. Gov't Code, §43.0671
June 23, 2021 ** Publish notice of Public Hearing. & Send notice to school district and to each public entity.	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Hays), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051 ; <u>send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.</u>
July 6, 2021*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
July 6, 2021*	FIRST READING OF ORDINANCE REGULAR MEETING	Loc. Gov't Code, §43.0673
July 20, 2021 Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	<u>ESD Notice:</u> Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable.

*Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.

**Newspaper notice to paper by 5 p.m. one week prior to publication

RESOLUTION NO. 690

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH JACK AND JANELLE HADSELL UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") has initiated several annexations for the purpose of filling gaps and providing for greater continuity within the city limits; and

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. Findings. 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. Agreement Approved. 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.

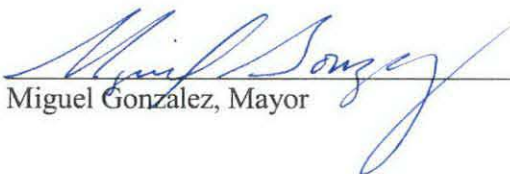
Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 6th day of October, 2009.

ATTEST:

THE CITY OF KYLE, TEXAS


Amelia Sanchez, City Secretary


Miguel Gonzalez, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 45.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement Under Section 45.035, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the 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, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement, without the prior written consent of the City.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City; provided that the Property may be subdivided into two parcels that are greater than five acres in size if required by a lender to finance the construction of a new single family home that is authorized to be constructed on the Property under Section 2(c).
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District (District "A") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences, except as authorized in this Section 2(c)) are exceptions to this Section 2(c). One additional new single family residence may be constructed on the Property if the residence is to be occupied by family members of the Owner who participate in the ownership or operation of the agricultural, timberland, or wildlife management uses of the Property. Proof of qualification for this exception must be presented at the time of application for a building permit.
- (d) The City's Agricultural District (District "A") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "A", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Agricultural District (District "A") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
- (1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 2), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. The Agreement may be extended for two additional fifteen year terms upon the agreement of both parties and approval by the City Council.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner 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. The Owner further waives any and all vested rights and claims that the Owner 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 the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. 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. Furthermore, the Owner and the Owner's heirs, successor, 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 the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. 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 15. Effect of Future Laws. 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 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2009.

Owner (s)

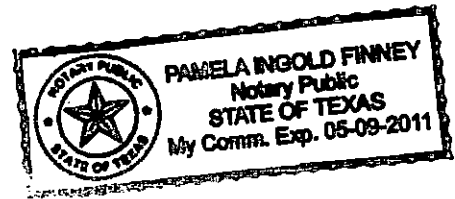
Jack Hadsell
Printed Name: Jack Hadsell

Janelle Hadsell
Printed Name: Janelle Hadsell

City of Kyle, Texas

Miguel Gonzalez
Miguel Gonzalez, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §



BEFORE ME the undersigned authority on this day personally appeared Jack Hadsell, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3 day of September, 2009.

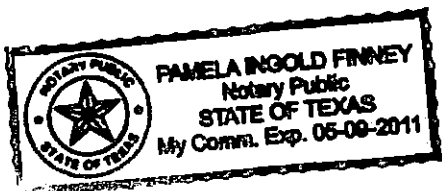
Pamela Finney
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Janelle Hadsell Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3 day of September, 2009.

Pamela Finney
Notary Public - State of Texas



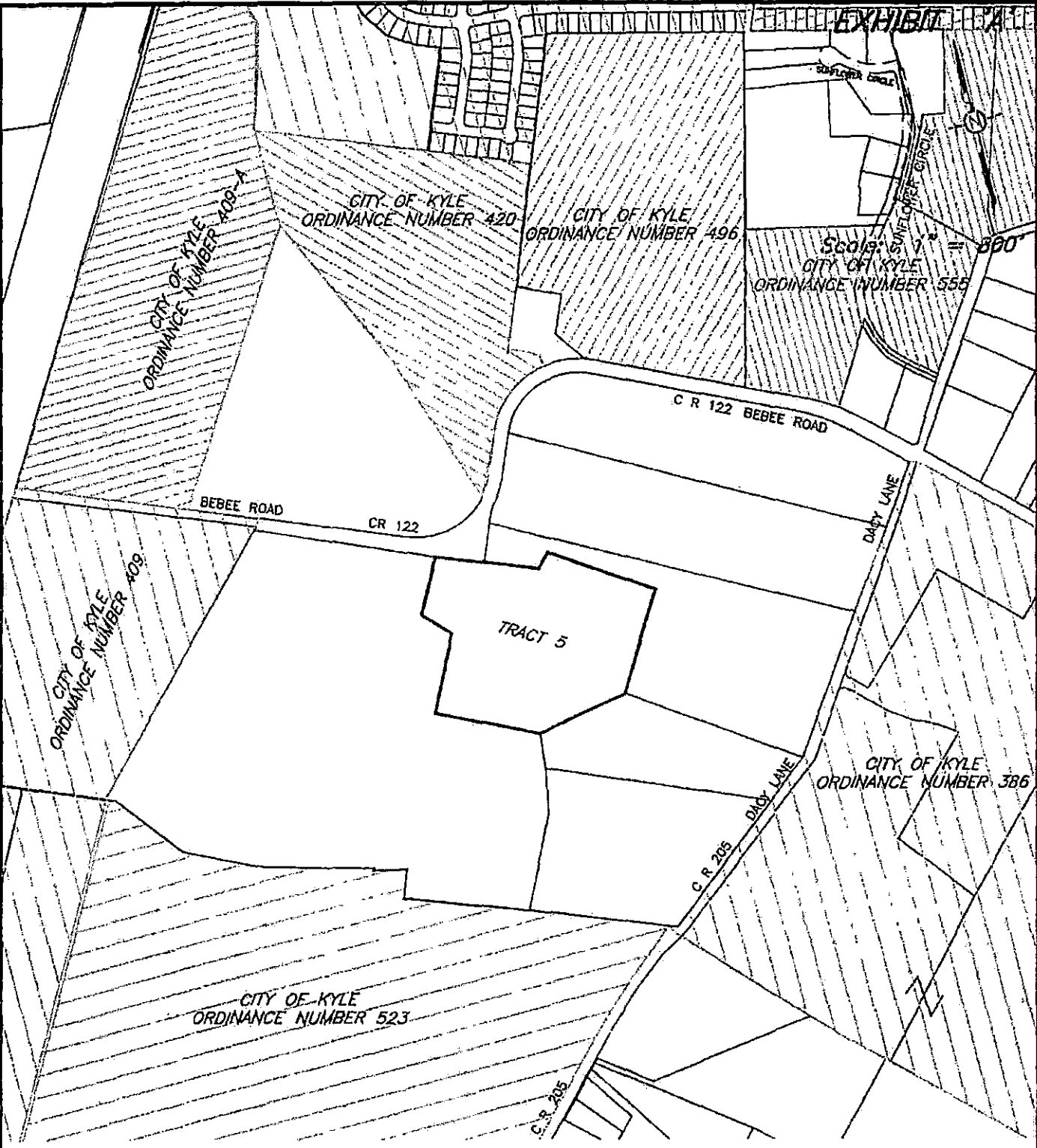
STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Miguel Gonzalez, Mayor, City of Kyle, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 2009.

Amelia L. Sanchez
Notary Public - State of Texas





**SKETCH OF
HADSSELL TRACT
OF +/-24.03 ACRES
HAYS COUNTY, TEXAS**

1190-70-3-A-DA2

10/07/09

HADSELL
DEVELOPMENT AGREEMENT
CITY OF KYLE, TEXAS

TRACT 5

All that certain tract or parcel of land conveyed to Jack Hadsell by deed as recorded in Volume 250, Page 149 (Tract B), Official Public Records of Hays County, Texas.

STATE OF TEXAS
 COUNTY OF HAYS

Y
 Y
 X

KNOW ALL MEN BY THESE PRESENTS:

#76546

76546

That we, Ardmore D. Dees and wife, Iris S. Dees, of the County of Hays and State of Texas, for the consideration hereinafter shown as paid and secured to be paid by Jack Hadsell and wife, Janelle R. Hadsell, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Jack Hadsell and Janelle R. Hadsell of the County of **TRAVIS** and State of Texas, subject to the hereinafter mentioned taxes, liens and mineral reservation, all of that certain parcel of land situated in Hays County, Texas, being 24.033 acres of land, same being out of and a part of the D. Downer Survey No. 22 and the A. Brichta Survey in Hays County, Texas; said 24.033 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

This conveyance is made subject to that undivided one sixteenth (1/16th) mineral estate reserved by the Federal Land Bank of Houston in that deed from said Bank to Mrs. C. C. Young, dated September 16, 1938, and recorded in Volume 123, pages 128-131, Hays County Deed Records.

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 Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors

vol 250 p 150

and administrators, to warrant and forever defend, all and singular the said premises unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned mineral reservation and the hereinafter described taxes and liens.

The consideration for this conveyance is as follows:

1. The assumption on the part of the said Jack Hadsell and Janelle R. Hadsell, effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby.

2. The sum of Ten Dollars (\$10.00) cash to us in hand paid by the said Jack Hadsell and Janelle R. Hadsell, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, express or implied, is retained.

3. The execution and delivery to the said Ardmore D. Dees by the said Jack Hadsell and Janelle R. Hadsell of their one certain promissory note dated of even date herewith, for the sum of Eight Thousand and No/100 Dollars (\$8,000.00) and payable to the said Ardmore D. Dees, or order, with interest and in installments as in said note provided. Said note is here referred to and made a part hereof for all pertinent purposes.

The vendor's lien is retained against the above described premises and improvements for the security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. Said note is further secured by a deed of trust of even date herewith from the maker of said note to Henry C. Kyle, Trustee, conveying said premises for the use and benefit of the holder of said note. Said deed of trust is here referred to for all pertinent purposes.

Witness our hands this the 1st day of May, 1972.

Ardmore D. Dees
Ardmore D. Dees

Iris S. Dees
Iris S. Dees

STATE OF TEXAS Y
 Y
COUNTY OF HAYS Y

BEFORE ME, the undersigned authority, on this day personally

NOTARIAL PUBLIC STATE OF TEXAS
COUNTY OF HAYS
I, _____, Notary Public for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Vol. 250 Page 152

appeared Ardmore D. Dees and Iris S. Dees, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of

May, 1972.

Albert G. Walker

Notary Public, Hays County, Texas.

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 3rd day of May A.D., 1972 at 3:20 o'clock P.M., and duly recorded on the 4th day of May A.D., 1972 at 10:20 o'clock A.M., in the Deeds Records of said County in Book Number 250 Pages 149-152 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By *[Signature]* Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

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.

QUITCLAIM DEED

10028678 Bk Vol Pg
0PR 3988 777

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Grantor: HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address: 111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee: Jack Hadsell

Grantee's Mailing Address: 2702 Jefferson
Austin, Texas 78703

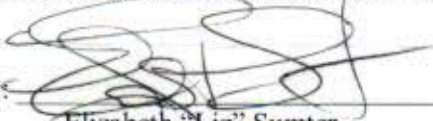
Property: That certain real property situated in Hays County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

By operation of law, the sufficiency of which is hereby acknowledged, and as authorized pursuant to that certain Resolution to Abandon, adopted by the Hays County Commissioners Court, dated May 12, 2010 and numbered 26129, a copy of which is attached hereto as Exhibit "B", Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

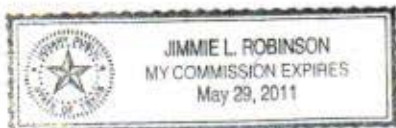
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 12th day of October, 2010.

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

By: 
Elizabeth "Liz" Sumter
Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October 12th, 2010 by Elizabeth "Liz" Sumter as County Judge of Hays County.




Notary Public, State of Texas



Bk Vol Pg
90012572 OPR 3651 873

Bk Vol Pg
10028678 OPR 3988 778

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a 1/2" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a ½" iron rod set for the north corner of this description, and
3. **S 32°36'07" E 96.57 feet** to a ½" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

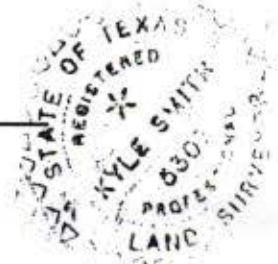
THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a ½" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



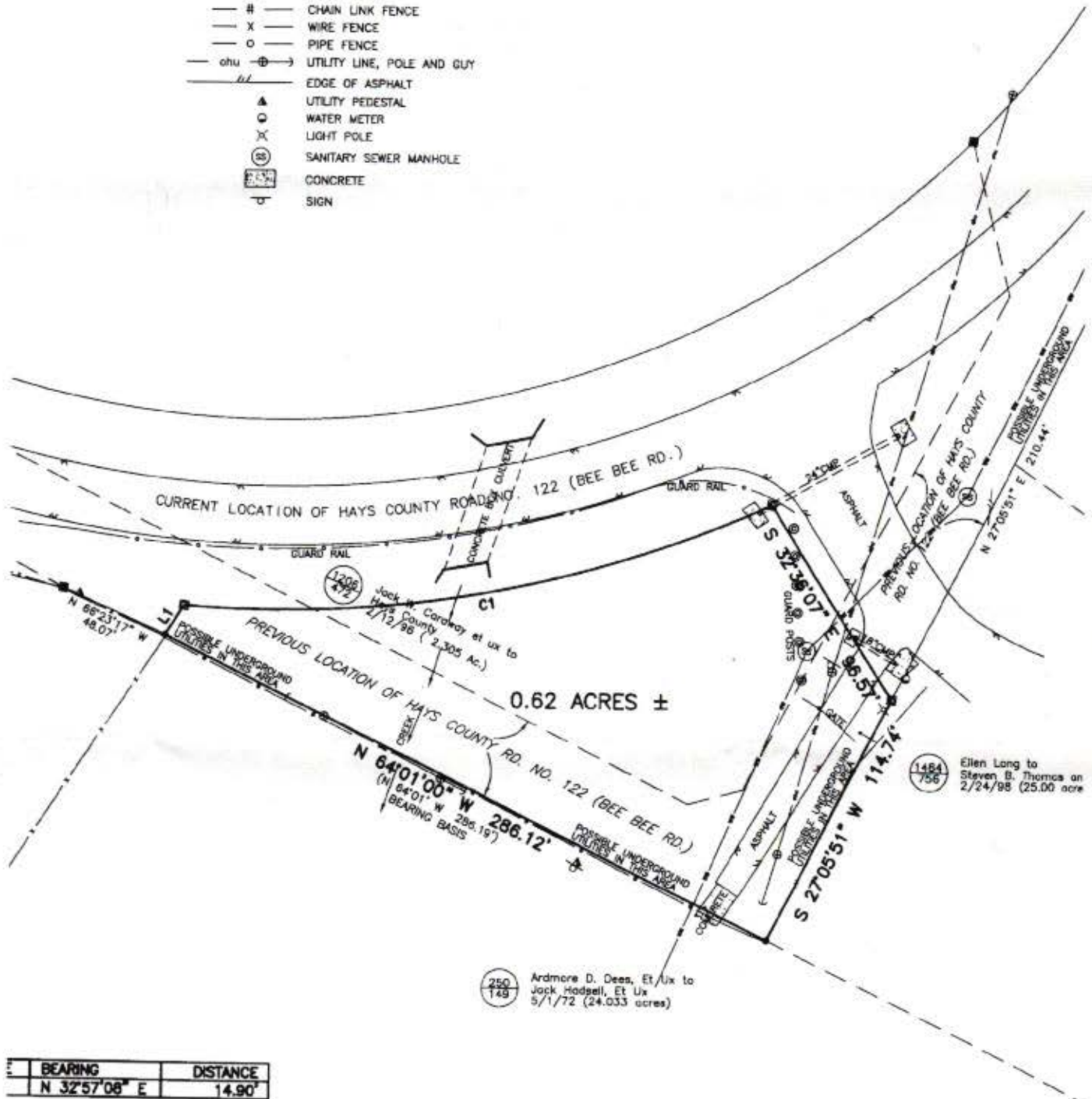
Kyle Smith, R.P.L.S. # 5307



Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
END0.62

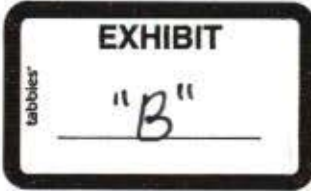
LEGEND

- (VOL PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- O — PIPE FENCE
- ohu ⊕ — UTILITY LINE, POLE AND GUY
- // — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- X LIGHT POLE
- ⊕ SANITARY SEWER MANHOLE
- CONCRETE
- ⊕ SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

Δ	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
Δ	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'



CERTIFIED COPY OF HAYS COUNTY COMMISSIONERS' COURT MINUTES

**STATE OF TEXAS *
COUNTY OF HAYS ***

ON THIS THE 12TH DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

**ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
WILL CONLEY
KAREN FORD
LINDA C. FRITSCHÉ**

**COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK**

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

26129 CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS [T1-1821]

RPTP Director Jerry Borcharding advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye".
MOTION PASSED

**THE STATE OF TEXAS
COUNTY OF HAYS**

I, Linda C. Fritsche, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Hays County, Texas, do hereby certify that the following contains a true and correct copy of the minutes of **MAY 12, 2010** under Resolution #26129 in the Commissioners' Court Minutes of Hays County, Texas:

Given under my hand and seal of office at San Marcos, Texas this the 16TH day of **JULY**, 2010.

**LINDA C. FRITSCHÉ, COUNTY CLERK AND
EXOFFICIO CLERK OF THE HAYS
COUNTY COMMISSIONERS' COURT**

BY *Liz Ingalsbe*
DEPUTY

Clerk's Note: Property Owner – Jack Hadsell, 2702 Jefferson St. Austin, TX 78703

LETTERS TESTAMENTARY

ESTATE OF
JANELLE HADSELL
DECEASED

C-1-PB-20-000850
IN PROBATE COURT NUMBER ONE
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS *
COUNTY OF TRAVIS *

I, the undersigned Clerk of the Probate Court No. 1 of Travis County Texas, do hereby certify that on **July 30, 2020**, **REBECCA ANN HADSELL AND SHEILA LYNN WEBB** was duly granted by said Court, Letters Testamentary of the Estate of **JANELLE HADSELL** Deceased, and that **they** qualified as **Independent Co-Executors** without bond of said estate on **July 30, 2020** as the law requires, said appointment is still in full force and effect.

Given under my hand and seal of office at Austin, Texas, on **July 30, 2020**.

Dana DeBeauvoir

County Clerk, Travis County, Texas

P.O. Box 149325 Austin, Texas 78714-9325

By Deputy


B. HICKS



ESTATE OF	§	IN THE PROBATE COURT
JANELLE HADSELL,	§	
DECEASED	§	NO. 1 OF
	§	
	§	TRAVIS COUNTY, TEXAS

PROOF OF DEATH AND OTHER FACTS

On this day, Sheila Lynn Webb ("Affiant") personally appeared in open court, and after being duly sworn, deposed and said:

1. My name is Sheila Lynn Webb and I am the daughter of Janelle Hadsell. Janelle Hadsell ("Decedent") died on January 24, 2020 at the Windchime Assisted Living Facility, 216 Covenant Lane, Kingsland, Llano County, Texas, 78639 at the age of 92 years. Four years have not elapsed since the date of Decedent's death.

2. Although Decedent died in Llano Country, the Decedent was domiciled and had a fixed place of residence in Austin, Travis County, Texas at the date of death.

3. The document dated November 5, 2009, now shown to me and which purports to be Decedent's Will, was never revoked so far as I know.

4. A necessity exists for the administration of this Estate because the Decedent owned assets that require administration.

5. After the date of the Will, no children were born to or adopted by Decedent.

6. After the date of this Will no marriage of Decedent was ever dissolved.

7. The State of Texas, a governmental agency of the State of Texas, or a charitable organization are not named by Decedent's Will as a Devisee.

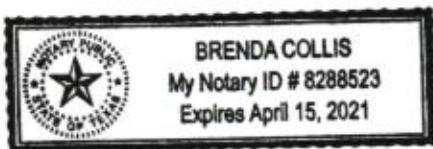
8. Decedent's Will named Rebecca Ann Hadsell and Sheila Lynn Webb, the Applicants herein, as Independent Co-Executors to serve without bond, and they are duly qualified and not disqualified by law from accepting Letters Testamentary or from serving as executors of this estate and are entitled to such letters.

C-1-PB-20-000850

SIGNED this 30th day of July, 2020.

Sheila Lynn Webb
Sheila Lynn Webb, Affiant

SUSCRIBED AND SWORN TO BEFORE ME by Sheila Lynn Webb this 30th day of July, 2020,
to certify which witness my hand and seal of office.



Brenda Collis
Notary Public in and for the State of Texas

STATE OF TEXAS
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

Jan 28 2020

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER

142-20-011177

1. LEGAL NAME OF DECEASED (include AKA's, if any) (First, Middle, Last) JANELLE HADSELL				(Before Marriage) RAPE		2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) JANUARY 24, 2020	
3. SEX FEMALE		4. DATE OF BIRTH (mm-dd-yyyy) MARCH 22, 1927		5. AGE - Last Birthday (Years) 92		6. BIRTHPLACE (City & State or Foreign Country) MINEOLA, TX	
7. SOCIAL SECURITY NUMBER 457-38-9673		8. MARITAL STATUS AT TIME OF DEATH: <input type="checkbox"/> Married <input type="checkbox"/> Divorced (but not remarried) <input checked="" type="checkbox"/> Widowed (but not remarried) <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			9. SURVIVING SPOUSE'S NAME (If spouse, give name prior to first marriage)		
10a. RESIDENCE STREET ADDRESS 1804 REDD ST				10b. APT. NO.		10c. CITY OR TOWN AUSTIN	
10d. COUNTY TRAVIS		10e. STATE TEXAS		10f. ZIP CODE 78745		10g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE GRADY RAPE				12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE ETNA HORTON			
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input checked="" type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)							
14. COUNTY OF DEATH LLANO				15. CITY/TOWN, ZIP - (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO) KINGSLAND, 78639		16. FACILITY NAME (If not institution, give street address) WINDCHIME	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED SHEILA WEBB - DAUGHTER				18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 304 BRIDGEPOINT DRIVE, KINGSLAND, TX 78639			
19. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Mausoleum <input type="checkbox"/> Other (Specify)				20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH ELIJAH M. HEATLEY, BY ELECTRONIC SIGNATURE - 116789		21. <input checked="" type="checkbox"/> Unknown Section _____ Block _____ Lot _____ Space _____	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) PUTNAM CREMATORY				23. LOCATION (City/Town, and State) KINGSLAND, TX			
24. NAME OF FUNERAL FACILITY PUTNAM FUNERAL HOME, LLC				25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 145 TEXAS AVE., KINGSLAND, TX 78639			
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.							
27. SIGNATURE OF CERTIFIER ALAN LEIFESTE, BY ELECTRONIC SIGNATURE				28. DATE CERTIFIED (mm-dd-yyyy) JANUARY 27, 2020		29. LICENSE NUMBER M0791	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) ALAN LEIFESTE 525 RANCH ROAD 2900, KINGSLAND, TX 78639				30. TIME OF DEATH (Actual or presumed) 03:24 PM			
32. TITLE OF CERTIFIER MD							
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. SENILE DEGENERATION OF BRAIN Due to (or as a consequence of) Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. b. _____ Due to (or as a consequence of) c. _____ Due to (or as a consequence of) d. _____							
PART 2. ENTER OTHER CAUSE GIVEN IN PART 1. SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING				34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
35. MANNER OF DEATH: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined				37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Previously <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	
36. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)		39. DATE OF INJURY (mm-dd-yyyy) 40a. DATE OF INJURY		39. TIME OF INJURY 40b. TIME OF INJURY		40c. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	
40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)				40e. COUNTY OF INJURY			
41. DESCRIBE HOW INJURY OCCURRED							
42a. REGISTRAR FILE NO.		42b. DATE RECEIVED BY LOCAL REGISTRAR		42c. REGISTRAR <i>Tara Das</i>			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 191.198)

VS-112 REV 1/2006

EDR NUMBER 00004444547864

This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Jan 30 2020

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

Tara Das
TARA DAS
STATE REGISTRAR

JON



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided:

- (1) R13831 - ABS 151 DANIEL DOWNS SURVEY 1.00 AC GEO#90601180;
(2) R13832 - ABS 151 DANIEL DOWNS SURVEY 23.03 AC GEO#90601181; and
(3) R132787 - DANIEL DOWNS SURVEY, ACRES 0.62, ABANDONED PORTION OF BEBEE RD

of lots (if subdivided): # of acres: 24.653
Site APN #(s): Property ID Nos: R13831 (1.00 ac); R13832 (23.03 ac); R132787 (0.62 ac)
Location: CR 122/Bebee Rd County: Hays
Development Name: Kyle Lakeside
Development Number(s):

OWNER Sheila Lynn Webb and Rebecca Ann Hadsell, Independent Co-Executors of
Company/Applicant Name: the Estate of Janell Hadsell
Authorized Company Representative (if company is owner):
Type of Company and State of Formation:
Title of Authorized Company Representative (if company is owner):
Applicant Address: 304 Bridgepoint Dr., Kingsland, TX 78639-9617
Applicant Fax:
Applicant Phone:
Applicant/Authorized Company Representative Email:

APPLICANT REPRESENTATIVE

Check one of the following:

I will represent the application myself; or

X I hereby designate Nikelle Meade (Husch Blackwell LLP) (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: See attached executed and notarized Agent Designation Letter. Date:

State of Texas §
County of Llano §

This instrument was acknowledged before me on , 2021 by Sheila Lynn Webb, Co-
Executor of the Estate of Janelle Hadsell.

SUBSCRIBED AND SWORN TO before me, this
the day of , 2021.

(Notary Seal)

Notary Public's Signature
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Nikelle Meade

Representative Address: 111 Congress Ave., Suite 1400, Austin, TX 78701

Representative Phone: (512) 992-6001

Representative Email: nikelle.meade@huschblackwell.com

Representative's Signature:  Date: 03/02/2021

Estate of Janelle Hadsell
c/o Sheila Webb
304 Bridgepoint Drive
Kingsland, TX 78639-9617

AGENT DESIGNATION LETTER

October 26, 2020

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

Re: Designation of agent for proposed annexation, zoning, platting and related matters for 24.653 acres of land located at CR 122/Bebee Rd, Kyle, TX 78640 under Property ID numbers R13831, R13832 and R132787 (the "Property")

To Whom It May Concern:

The undersigned, as the owner of the above-referenced Property, hereby appoints Husch Blackwell LLP (Nikelle Meade), as agent in connection with the annexation, zoning, platting and any related matters concerning the Property with the City of Kyle.

A map of the Property is attached hereto as Exhibit A.

Estate of Janelle Hadsell

By: Sheila Lynn Webb
Sheila Lynn Webb, Independent
Co-Executor

By: Rebecca Ann Hadsell
Rebecca Ann Hadsell, Independent
Co-Executor

[Notary blocks are on following page]

THE STATE OF TEXAS §
 §
 §
COUNTY OF LLANO §

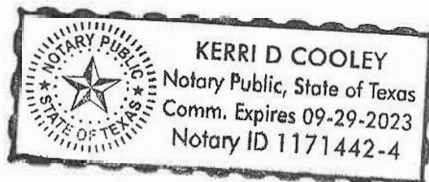
This instrument was acknowledged before me on the 28th day of October, 2020, by **Sheila Lynn Webb**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.



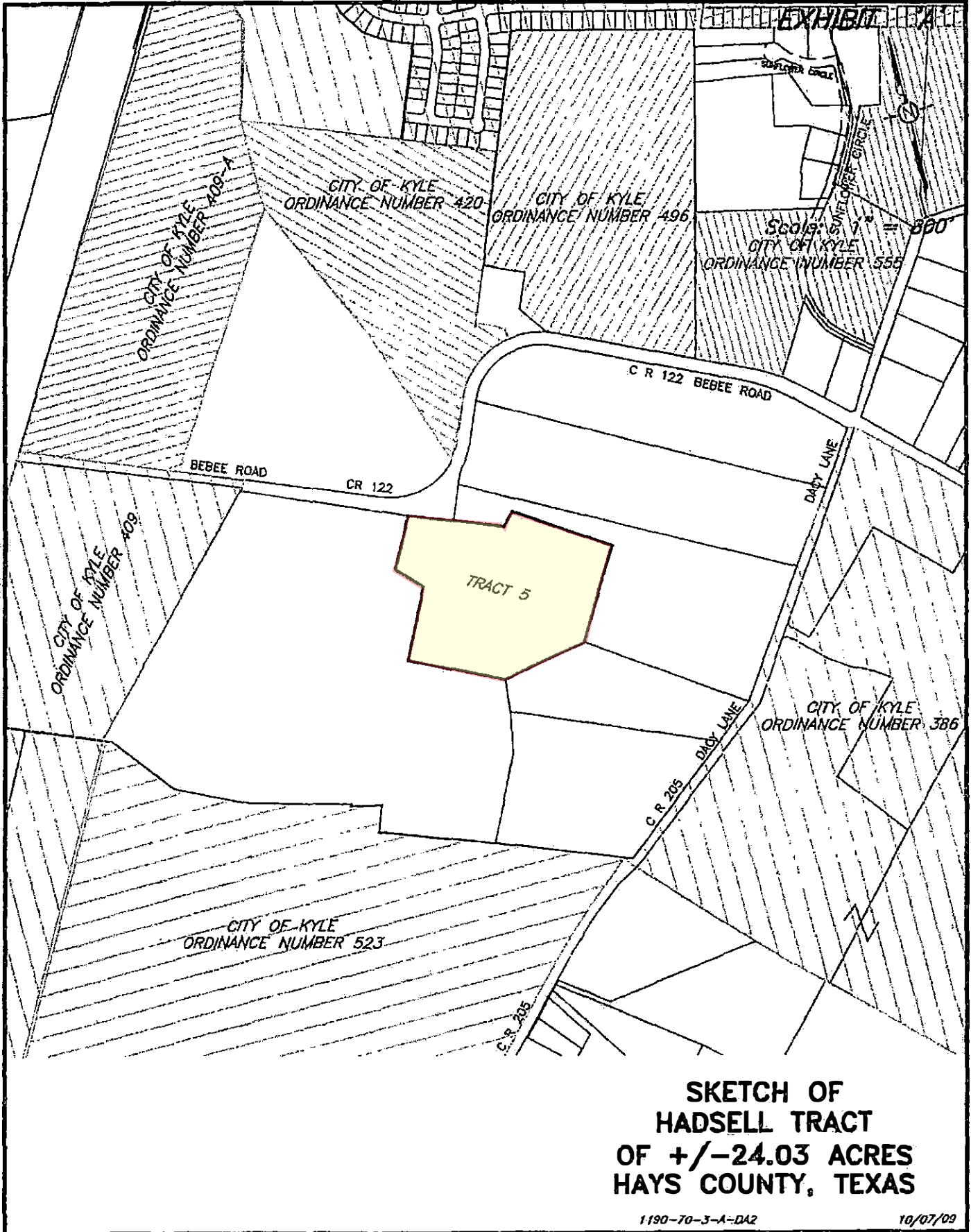
Kerri D Cooley
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
 §
COUNTY OF LLANO §

This instrument was acknowledged before me on the 28th day of October, 2020, by **Rebecca Ann Hadsell**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.



Kerri D Cooley
Notary Public, State of Texas



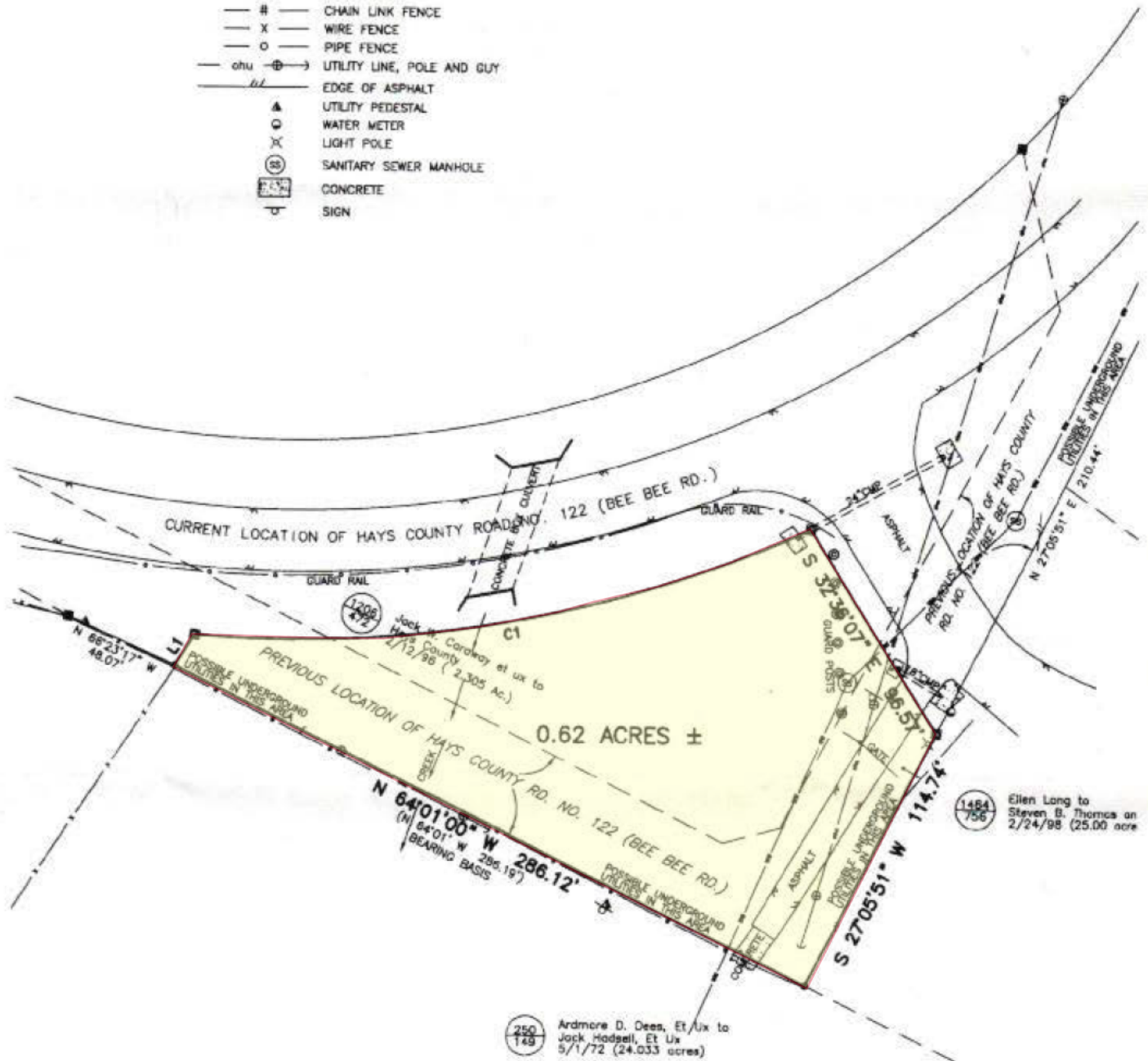
**SKETCH OF
HADSSELL TRACT
OF +/-24.03 ACRES
HAYS COUNTY, TEXAS**

1190-70-3-A-DA2

10/07/09

LEGEND

- VOL
PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- O — PIPE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- / / — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- × LIGHT POLE
- ⊗ SANITARY SEWER MANHOLE
- ⊞ CONCRETE
- ⊞ SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

ΔVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'



CITY OF KYLE, TEXAS

2021 National Fitness Campaign

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution of the City Council of the City of Kyle, Texas to Adopt and Allocate Funds for an Outdoor Fitness Court® as Part of the 2021 National Fitness Campaign. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: The National Fitness Campaign is an initiative to provide fitness courts that allow for free fitness opportunities for communities. PARD Staff presented the National Fitness Campaign to the Park Board who recommended proceeding with applying for the grant. The Park Board also recommended paying the local match with Park Land Dedication Funds, if awarded the grant. PARD staff were notified on June 30, 2021 that the Kyle Parks and Recreation Department was a recipient of a \$25,000 grant from the National Fitness Campaign for a community fitness court.

Legal Notes:

Budget Information: The fitness court will be funded through a \$25,000 grant from the National Fitness Campaign and a local match of \$105,000 from the Park Land Dedication Fund. PARD staff will also seek sponsorships to offset installation costs.

ATTACHMENTS:

Description

- NFC Resolution
- Grant Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS TO ADOPT AND ALLOCATE FUNDS FOR AN OUTDOOR
FITNESS COURT® AS PART OF THE 2021 NATIONAL FITNESS
CAMPAIGN**

WHEREAS, the City of Kyle has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2021 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the City of Kyle will accept a \$25,000 National Grant from our NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$105,000 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of Kyle will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

WHEREAS, the City of Kyle will commit to construction and launch of the outdoor Fitness Court® by the end of the 2021 calendar year, and;

WHEREAS, the City of Kyle believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2021 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

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

1. The City of Kyle will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.
2. Open Meetings. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.
3. Effective Date. This resolution will become effective immediately upon its passage by the Kyle City Council.

PASSED AND ADOPTED this _____ day of _____, 2021.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



Congratulations!

Kyle, TX has been selected as a 2021 National Fitness Campaign Grant Recipient!

Dear Mariana,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Kyle, TX has been selected as an awardee in the 2021 Healthy Cities Campaign! This award notification letter for one (1) 2021 NFC Grant is the first step towards formal confirmation of your participation. The next step is to schedule your official Grant Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$25,000 Grant Award will be confirmed pending the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 60 days of the Award Call. Upon receipt of the Resolution of Adoption, the attached formal Grant Program Requirements Document will be approved and signed by a representative from the NFC Grant Committee, and shared for countersignature and local adoption confirming 2021 grant funding commitment to your agency for the time specified in the GPR. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Jack Linehan – as your dedicated partner and champion in support of this partnership. Over the coming months, Gloria will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2021 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2021 Campaign, and we look forward to making world-class fitness free in Kyle, TX!

Best in Fitness,

Mitch Menaged, Founder
National Fitness Campaign



Kyle, TX - National Fitness Campaign 2021 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Resolution of Adoption or Letter of Support
 - **Requirement B:** Countersigned Grant Program Requirements Document
 - **Deadline:** Within 60 Days of completion of Grant Award call
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
 - **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** October 1, 2021

MILESTONE 3 : SHIPMENT

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** October 25, 2021

MILESTONE 4: INSTALL CONCRETE SLAB

- **Summary:** Review slab drawings, establish Fitness Court® orientation, schedule concrete installer
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline:** October 1, 2021

MILESTONE 5: FITNESS COURT® ART APPROVAL

- **Summary:** Finalize design with NFC design studio
- **Requirement:** Approve final art print preview for printing & shipment
- **Deadline:** October 1, 2021

MILESTONE 6: FITNESS COURT ASSEMBLY & PRESS LAUNCH CEREMONY

- **Summary:** Select Fitness Court® Assembly Team (NFC Factory Team EIS recommended), confirm install timeline, train ambassadors
- **Requirement:** Submit installation inspection photos, promote press release, hold Fitness Court® press launch event & ribbon cutting
- **Deadline:** November 15, 2021

Trent Matthias, Director
National Fitness Campaign

Mariana Espinoza, Parks and Recreation Director
Kyle, TX

It is noted by National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.



CITY OF KYLE, TEXAS

Council workshop sessions

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: Discussion and possible action to consider adding Council workshop sessions. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

LD Enterprises, LLC - Zoning (Z-21-0084)

Meeting Date: 7/20/2021
Date time: 7:00 PM

Subject/Recommendation: *[Postponed 7/6/21] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning and rezone approximately 11.08 total acres of land from Agriculture 'AG' (.023-Acres) and Single Family 'R-1' (10.85-Acres) to Single Family Residential-3 'R-1-3' for property located between Scott Street and the 800 block of South Sledge Street, in Hays County, Texas. (LD Enterprises, LLC - Z-21-0084) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

- Public Hearing

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Ordinance with Exhibit A & B
- Summary Letter
- Project Location Map
- Current Zoning Map
- Land Use Districts Map
- Deed
- Franchise Tax Account Status
- Landowner Authorization Letter
- Letter of Opposition

Property Location	Southeast of Scott Street, Northwest of S. Sledge St, North of Bradford Meadows subdivision
Owner	LD Enterprises, LLC 725 Edgewood Court, Woodland, CA 95695
Agent	John F. Patton 7701 Rialto Blvd, #1223 Austin, TX 78735
Request	Rezone 11.08-acres from “R-1” (Single Family Residential) & “A” (Agriculture) to “R-1-3” (Single Family Residential)

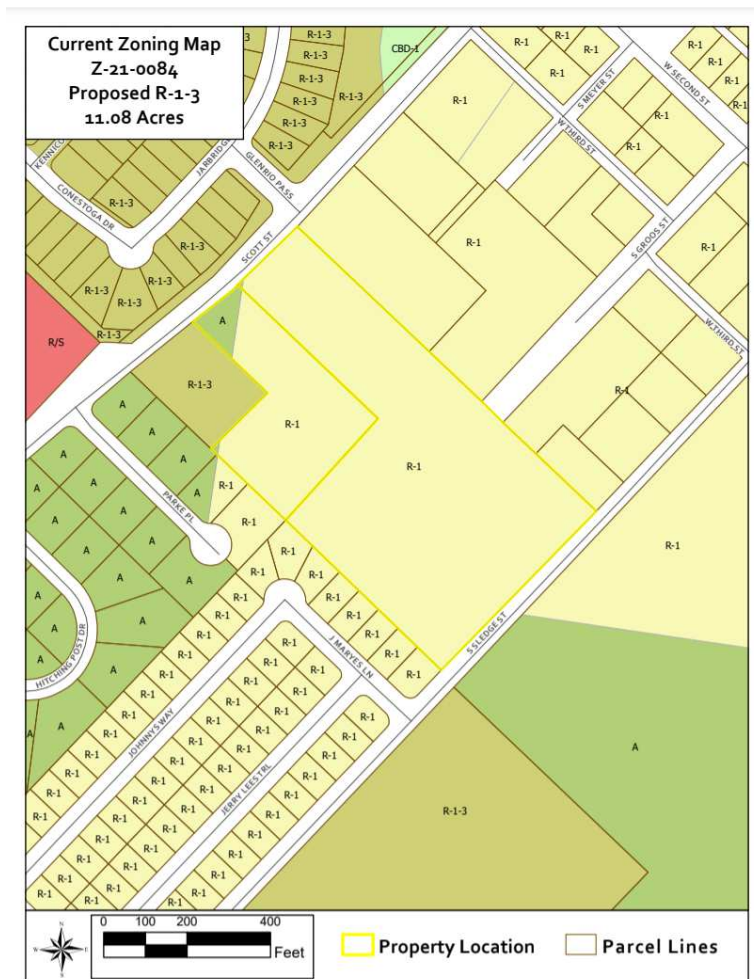
VICINITY MAP



SITE DESCRIPTION

The parcel, comprised of two unplatted lots, is approximately 11.08-acres. A majority of the parcel is zoned R-1 (Single Family Residential, Ord. No. 92). A small portion in the western corner (adjacent to Scott Street), is zoned “A” (Agriculture, approximately .23-acres). The site is undeveloped.

The applicant is requesting the entire property to be rezoned to R-1-3.



CURRENT ZONING MAP

Existing Zoning

R-1 (Single Family Residential, Ord. No. 92)

5.2 District R-1: Single Family Residential

5.2.a. Purpose: This district includes lands which are sub-divided into tracts for residential purposes. The district is designed to protect these areas from the undesirable encroachment of nonresidential uses, dense residential development and other similar uses not compatible with the character of one-family detached home type land use, and provided with necessary services and facilities. Mobile homes are excluded from this district.

Sec. 53-36. - Agricultural district A.

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

Proposed Zoning

SINGLE-FAMILY RESIDENTIAL 3 DISTRICT R-1-3

Sec. 53-101. - Purpose and permitted uses.

The R-1-3 single-family residential 3 district allows detached single-family residences with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 5,540 square feet. There shall be no more than 5.5 houses per buildable acre.

CONDITIONS OF THE ZONING ORDINANCE

Sec. 53-1205 Amendments

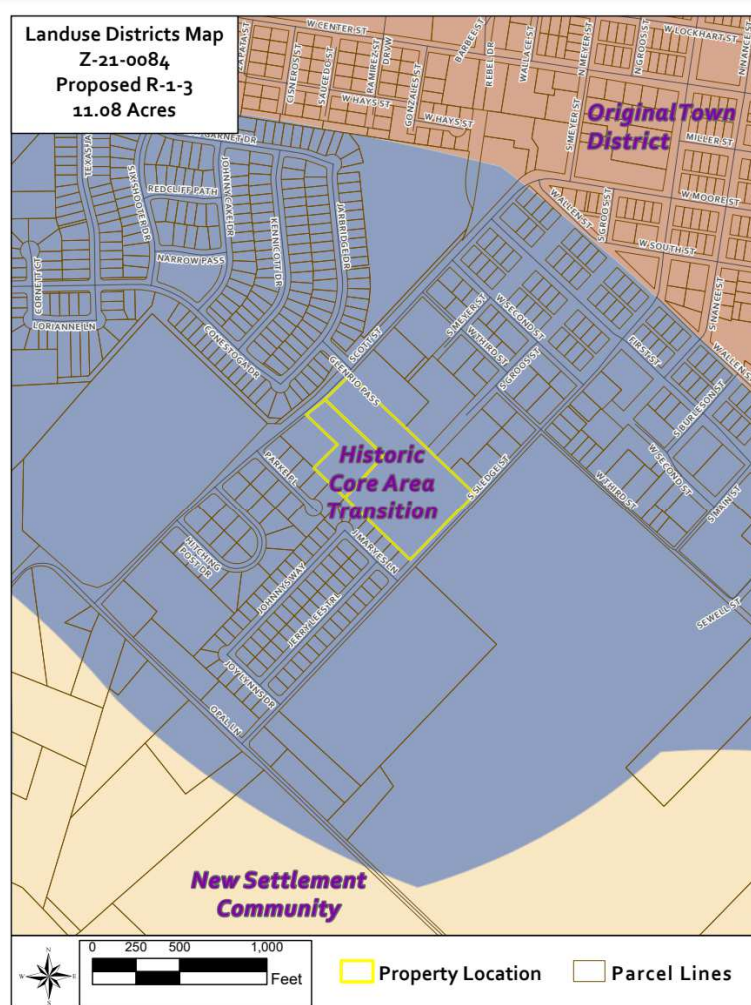
(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the

city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



COMPREHENSIVE PLAN TEXT

The subject site is located in the “Historic Core Area Transition” District. R-1-3 is recommended in the “Historic Core Area Transition” land use district.

Historic Core Area Transition District

Recommended: R-1-1, R-1-2, **R-1-3**, R-1-A

Conditional: A, R-2, R-3-1, R-1-T, UE, NC, E, RS, MXD

HISTORIC CORE AREA TRANSITION LAND USE DISTRICT

Character: The Historic Core Area Transition serves as a transition between the regular gridded development pattern that characterizes Downtown and the more rural patterns to the south and west, as well as newer development to the north. Significant features of this District include the intersection of Old Stagecoach Road and Center Street, the Gregg Clarke Park, Wallace Middle School, and the emerging commercial corridor along Rebel Road north from Center Street. This District is a “middle landscape” of historic residential forms that transition to more rural residential forms. The District should embody the historic character of existing uses while anticipating appropriate expansion of Old Town. Development in the Historic Core Area Transition District has historically been on a small, lot-by-lot basis, rather than on a larger, project-by-project basis. Because of this, the street serves as the organizing feature of the District. Therefore, as new development extends into the District from the Old Town District, care should be taken to ensure that the historic street pattern is preserved, as called for in ‘Kyle Connected’, the city’s Transportation Master Plan.

Intent: The purpose of the Historic Core Area Transition District is to accommodate the growth of residential and neighborhood commercial uses around the Old Town District, while preserving the historic rural fabric. The core of Kyle should be allowed to expand into this area as population growth increases in order to strengthen the core of the City. Land use transitions are critical in this District, as are architectural style transitions from traditional Rural Town Center/Old Town Block to curvilinear, rural residential, ensuring the shift from township to rural landscape should be maintained. This can be accomplished by transition in the built form and function from commercial uses to residential uses and finally to rural agricultural residential uses and by establishing transitions in density, decreasing outwardly from the Old Town District. Public spaces in this District should be used to preserve the character of ranch heritage, where appropriate.

ANALYSIS

The 11.08-acre site is currently vacant and primarily zoned R-1 (Ord. No. 92) with a small area of approximately .23-acres zoned “A”. The applicant is requesting to rezone to R-1-3, which is the modern equivalent of the now-vestigial R-1 zoning district. The R-1 zoning district was created with Ord. No. 92 in 1978 and allows for single family detached residences. The R-1-3 zoning district also allows for single family residences with minor differences to the design metrics in each district description. The two reasons the rezoning is requested is to account for the .23-acres of “A” that cannot be rezoned to the “R-1” district from 1972, as it’s no longer in our code (zoning continuity), and for reduced setbacks.

The entire 11.08-acres is within the “Historic Core Area Transition” land use district. This district allows for a transition area from the formal grid pattern of the “Original Town District” (Original Town of Kyle plat), to the more rural nature of Kyle (to the southwest). This area is expected to be primarily residential in nature, but does allow for limited commercial opportunities (as shown in the allowable zoning districts). New residential development in this area is expected to further implement the existing grid pattern of the Original Town of Kyle.

Zoning	Front Setback (feet)	Side Setback (feet)	Corner Lot Side Setback (feet)	Rear Setback (feet)	Min Lot Area (Sq. Ft.)	Min. Lot St. Width (feet)	Height Limit (feet)	Max. Building per Acre	Max Imp Cover
R-1	25’	7.5’	15’	15’	5,000	50’	35’	6	N/A
R-1-3	20’	5’	10’	10’	5,450	50’	35’	5.5	65%

Parking

R-1 = 1 space per residence

R-1-3 = 2 spaces minimum, plus .5 spaces per each bedroom above 2

While the older R-1 zoning provides a few, individual advantages in buildable units per acre (6 vs. 5.5), no impervious cover maximum, nor parking requirements, the R-1-3 zoning district is staff’s preference for rezoning. With the R-1-3 district, densities are slightly lower, the lot minimum is slightly larger and there are impervious cover

maximums. From an administration standpoint, there are more controls with the R-1-3 zoning district.

Road infrastructure is mostly adequate, especially from Scott Street. The condition, design, capacity and level of service possible on South Sledge Street may require discussion. Sidewalks will be installed along Scott Street and S. Sledge. Water and wastewater will be provided by the City of Kyle.

RECOMMENDATION

City staff has reviewed the application and believes the proposed R-1-3 district is appropriate. At the June 8, 2021, Planning & Zoning Commission meeting, the Commission voted 4-0 to recommend approval of the zoning request. Staff asks the Mayor & Council to vote to approve the request.

Attachments

- Summary Request Letter
- Location Map
- Current Zoning Map
- Land Use Districts Map
- Deed
- Landowner Authorization Letter
- Franchise Tax Account Status

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING AND TO REZONE APPROXIMATELY 11.08 TOTAL ACRES OF LAND FROM AGRICULTURE 'AG' (.023 ACRES) AND SINGLE FAMILY 'R-1' (10.85 ACRES) TO SINGLE FAMILY RESIDENTIAL-3 'R-1-3' FOR PROPERTY LOCATED BETWEEN SCOTT STREET AND THE 800 BLOCK OF SOUTH SLEDGE STREET, IN HAYS COUNTY, TEXAS. (LD ENTERPRISES, LLC – Z-21-0084); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE 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 the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign zoning to approximately 11.08 total acres of land from Agriculture 'AG' (.023 acres) and Single Family 'R-1' (10.85 acres) to Single Family Residential-3 'R-1-3', as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle 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.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

EXHIBIT "A"

METES & BOUNDS DESCRIPTION FOR 11.0757 ACRES OF LAND

A tract of land containing 11.0757 acres out of and part of the Z. Hinton Survey No. 12, Abstract No. 220, in Hays County, Texas, and being the combination of 2 tracts of land conveyed to Ernest Kimbro, Tract 1 being a called 2.54 acre tract conveyed and described in Volume 1304, Page 485, Official Public Records of Hays County, and Tract 2 being a called 8.539 acre tract conveyed and described in Volume 2623, Page 613, Official Public Records of Hays County, said 11.0757 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 7/8" iron pipe found in the southeast right-of-way of Scott Street at the base of a chain link fence post for the most westerly corner of the Rodriguez Tract as described in Volume 1297, Page 853, Official Public Records of Hays County, for the most northerly corner of the said Tract 2 and for the most northerly corner of the herein described tract;

THENCE S 45° 21' 53" E, at 434.45 feet passing a 5/8" iron rod found for the most southerly corner of the said Rodriguez Tract and the most westerly corner of the Moore Tract as described in Volume 1332, Page 329, Official Public Records of Hays County, and at 618.18 feet passing an iron rod with a plastic cap found for the most southerly corner of the said Moore Tract, and at 786.89 feet passing a 1/2" iron rod found for the most westerly corner of the Estrada Tract as described in Volume 1960, Page 299, Official Public Records of Hays County, in all a total distance of 986.85 feet to a 7/8" iron pipe found in the northwest right-of-way of Sledge Street for the most southerly corner of the said Estarda Tract, the most easterly corner of the said Tract 2 and the most easterly corner of this 11.0757 acre tract;

THENCE S 44° 26' 00" W, following the northwest right-of-way of Sledge Street, a distance of 531.73 feet to a PK nail set in a concrete drainage ditch for the most southerly corner of the said Tract 2 and the most southerly corner of this 11.0757 acre tract;

THENCE N 45° 18' 07" W, leaving the Sledge Street right-of-way, and at 7.5' passing an iron rod with a plastic cap found for the most easterly corner of Lot 1, Block A, Bradford Meadows Subdivision, as recorded in Volume 9, Page 362, Hays County Plat Records, in all a total distance of 525.85 feet to a 1/2" iron rod found for the most westerly corner of the said Tract 2, the most southerly corner of the said Tract 1, the most northerly corner of Lot 7, said Block A, Bradford Meadows Subdivision and for the most easterly corner of Lot 5, Four Oaks Subdivision, as recorded in Volume 1, Page 91, Hays County Plat Records;

THENCE N 45° 38' 33" W, a distance of 242.40 feet to a 1/2" iron pipe found in the northeast property line of Lot 3, said Four Oaks Subdivision, for the most southerly western corner of said Tract 1, the most southerly western corner of the herein described tract and for the most southerly corner of the Vaughn Tract as described in Volume 1978, Page 183, Official Public Records of Hays County;

THENCE N 43° 59' 44" E, a distance of 193.48 feet to a 5/8" iron rod set for an interior ell corner said Tract 1, an interior ell corner of this 11.0757 acre tract and the most easterly corner of the said Vaughn Tract;

THENCE N 45° 25' 00" W, a distance of 216.00 feet to a 5/8" iron rod set in the southeast right-of-way of Scott Street for the most northerly western corner of the said Tract 1, the most northerly western corner of the herein described tract and for a northeast corner of the said Vaughn Tract;

THENCE N 44° 07' 00" E, along the Scott Street right-of-way, a distance of 139.00 feet to a 7/8" iron pipe found for the most northerly corner of the said Tract 1, the most westerly corner of the said Tract 2 and for an angle point of the herein described tract, from which for reference and for the bearing basis used herein, a 7/8" iron pipe found for an interior ell corner of the said Tract 2 and for the most easterly corner of the said Tract 1 bears S 45° 25' 00" E, a distance of 457.79 feet;

THENCE N 44° 20' 01" E, along the Scott Street right-of-way, a distance of 200.07 feet to the POINT OF BEGINNING, containing 11.0757 acres.

Filed for Record in:
Hays County
On: Sep 25, 2007 at 12:25P
Document Number: 70028295
Amount: 28.00
Receipt Number - 179872
By:
Christina Sanchez, Deputy
Linda C. Fritscher, County Clerk
Hays County

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**THIS PAGE LEFT INTENTIONALLY BLANK FOR
RECORDING PURPOSES**

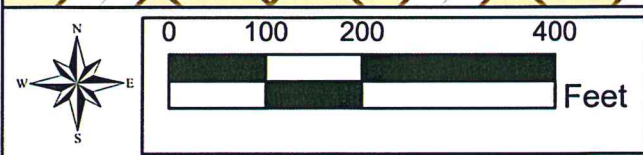
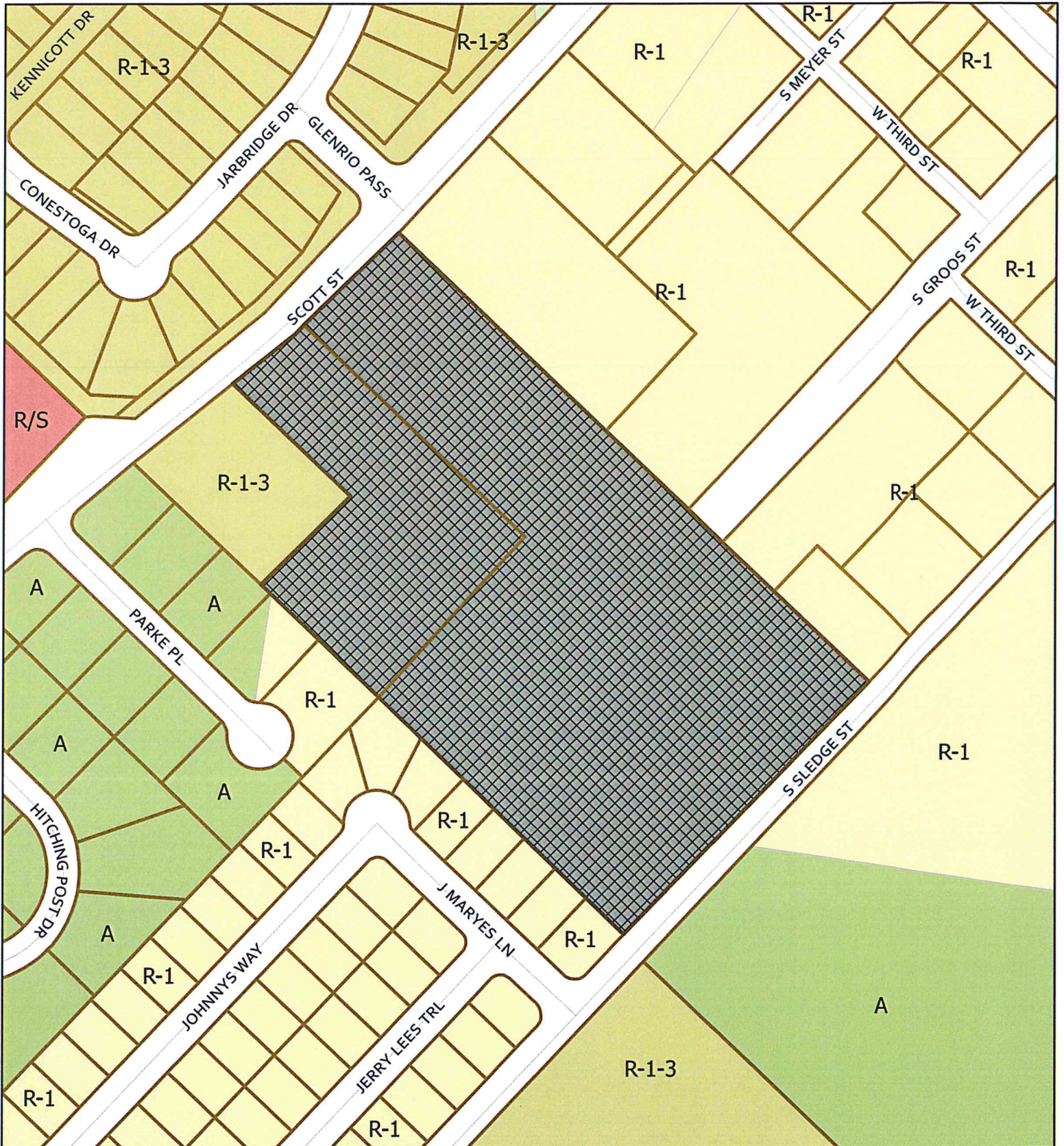
EXHIBIT "A"

Exhibit B

Z-21-0084

S Sledge St

11.08 Acres



Parcel Lines

To Be Zoned R-1-3

Item # 24



May 7, 2021

Debbie Guerra, Planning Technician
City of Kyle
100 W. Center St.
Kyle, TX 78640

**RE: 11.08 ACRE TRACT – SCOTT STREET
CCL 21-247**

Subject: ZONING CHANGE REQUEST LETTER

Dear Ms. Guerra:

On behalf of our Client, John Patton, we hereby request this zoning change from R-1: Residential Single Family and AG: Agriculture to R-1-3: Single-Family Residential 3.

The Landowner desires to install single family residential rentals on this tract.

Please advise if you have any questions concerning this matter.

Sincerely,

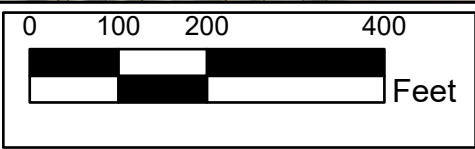
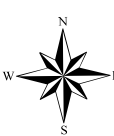
Chris Elizondo, E.I.T., S.I.T.
Project Manager

Attachments

Property Location Map
Z-21-0084
Proposed R-1-3
11.08 Acres



Maxar, Microsoft

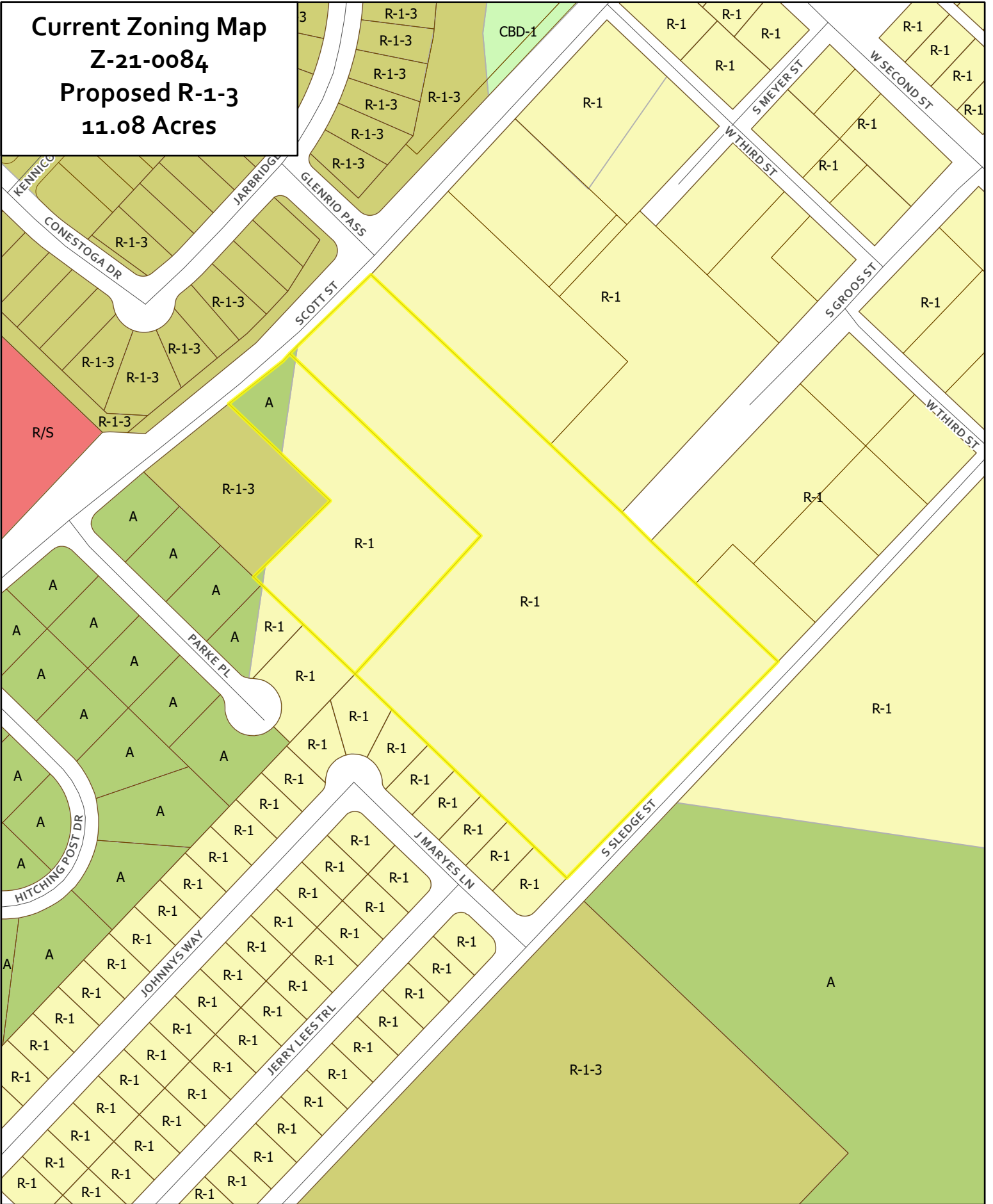


 **Property Location**

 **Parcel Lines**

Item # 24

Current Zoning Map
Z-21-0084
Proposed R-1-3
11.08 Acres



 **Property Location**  **Parcel Lines**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS - YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

§

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF HAYS

§

THAT **GRAY CAPITAL CORPORATION**, a *Texas corporation*, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the *assumption* and promise to pay by the Grantee herein that one certain promissory note dated *November 28, 2005*, in the original principal amount of *One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00)*, bearing interest and payable as therein provided, the payment of which note is secured by a Vendor's Lien retained herein, and is additionally secured by a Deed of Trust of even date therewith, and recorded in *Volume 2814, Page 377*, of the Real Property Records of Hays County, Texas, to *Wm. Z. Fitzgerald, Trustee*, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY UNTO **LD ENTERPRISES, LLC**, a *Texas Limited Liability Company*, all of the following described real property in Hays County, Texas, to wit:

A tract of land containing 11.0757 acres out of and part of the Z. Hinton Survey No. 12, Abstract No. 220, in Hays County, Texas, and being the combination of 2 tracts of land conveyed to Ernest Kimbro, Tract I, being called a 2.54 acre tract conveyed and described in Volume 1304, Page 485, of the Official Public Records of Hays County, and Tract 2, being called a 8.539 acre tract conveyed and described in Volume 2623, Page 613, of the Official Public Records of Hays County, said 11.0757 acre tract being more particularly described by *Metes and Bounds in Exhibit "A"* attached hereto; and, subject to easements, reservations, and restrictions of record or apparent on the ground, taxes for the current year and thereafter, and any prior reservations of minerals;

TO HAVE AND TO HOLD the above described premises, together with all and singular of the rights and appurtenances thereto in anywise belonging unto the said grantee, his heirs and assigns; and I do hereby bind myself, my heirs and assigns to WARRANT AND FOREVER

DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof,

But it is expressly agreed that the **VENDOR'S LIEN**, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face tenor, effect and reading thereof, when this Deed shall become absolute, and which Vendor's Lien and Superior Title is by the Grantors herein transferred to **Ernest W. Kimbro**.

EXECUTED this the 21 day of September, 2007.

GRAY CAPITAL CORPORATION,
a Texas corporation

By: [Signature]
SCOTT OLGUIN, President

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 21ST day of September, 2007, by **SCOTT OLGUIN, President of GRAY CAPITAL CORPORATION, a Texas corporation.**

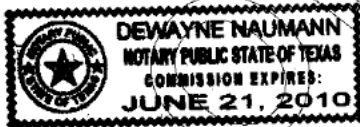
[Signature]

Notary Public in and for the
STATE OF TEXAS

DEWAYNE NAUMANN

Printed name of Notary

My Commission expires: JUNE 21, 2010



Please return to the mailing address of Grantee:

LD Enterprises, LLC, a Texas Limited Liability Company
Lee Wiegrefe, Manager
13105 Lake View Drive
Austin, Texas 78732

**THIS PAGE LEFT INTENTIONALLY BLANK FOR
RECORDING PURPOSES**

EXHIBIT "A"

EXHIBIT "A"

METES & BOUNDS DESCRIPTION FOR 11.0757 ACRES OF LAND

A tract of land containing 11.0757 acres out of and part of the Z. Hinton Survey No. 12, Abstract No. 220, in Hays County, Texas, and being the combination of 2 tracts of land conveyed to Ernest Kimbro, Tract 1 being a called 2.54 acre tract conveyed and described in Volume 1304, Page 485, Official Public Records of Hays County, and Tract 2 being a called 8.539 acre tract conveyed and described in Volume 2623, Page 613, Official Public Records of Hays County, said 11.0757 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 7/8" iron pipe found in the southeast right-of-way of Scott Street at the base of a chain link fence post for the most westerly corner of the Rodriguez Tract as described in Volume 1297, Page 858, Official Public Records of Hays County, for the most northerly corner of the said Tract 2 and for the most northerly corner of the herein described tract;

THENCE S 45° 21' 53" E, at 434.45 feet passing a 5/8" iron rod found for the most southerly corner of the said Rodriguez Tract and the most westerly corner of the Moore Tract as described in Volume 1332, Page 329, Official Public Records of Hays County, and at 618.18 feet passing an iron rod with a plastic cap found for the most southerly corner of the said Moore Tract, and at 786.89 feet passing a 1/2" iron rod found for the most westerly corner of the Estrada Tract as described in Volume 1960, Page 299, Official Public Records of Hays County, in all a total distance of 986.85 feet to a 7/8" iron pipe found in the northwest right-of-way of Sledge Street for the most southerly corner of the said Estrada Tract, the most easterly corner of the said Tract 2 and the most easterly corner of this 11.0757 acre tract;

THENCE S 44° 26' 00" W, following the northwest right-of-way of Sledge Street, a distance of 531.73 feet to a PK nail set in a concrete drainage ditch for the most southerly corner of the said Tract 2 and the most southerly corner of this 11.0757 acre tract;

THENCE N 45° 18' 07" W, leaving the Sledge Street right-of-way, and at 7.5' passing an iron rod with a plastic cap found for the most easterly corner of Lot 1, Block A, Bradford Meadows Subdivision, as recorded in Volume 9, Page 362, Hays County Plat Records, in all a total distance of 525.85 feet to a 1/2" iron rod found for the most westerly corner of the said Tract 2, the most southerly corner of the said Tract 1, the most northerly corner of Lot 7, said Block A, Bradford Meadows Subdivision and for the most easterly corner of Lot 5, Four Oaks Subdivision, as recorded in Volume 1, Page 91, Hays County Plat Records;

THENCE N 45° 38' 33" W, a distance of 242.40 feet to a 1/2" iron pipe found in the northeast property line of Lot 3, said Four Oaks Subdivision, for the most southerly western corner of said Tract 1, the most southerly western corner of the herein described tract and for the most southerly corner of the Vaughn Tract as described in Volume 1978, Page 183, Official Public Records of Hays County;

THENCE N 43° 59' 44" E, a distance of 193.48 feet to a 5/8" iron rod set for an interior ell corner said Tract 1, an interior ell corner of this 11.0757 acre tract and the most easterly corner of the said Vaughn Tract;

THENCE N 45° 25' 00" W, a distance of 216.00 feet to a 5/8" iron rod set in the southeast right-of-way of Scott Street for the most northerly western corner of the said Tract 1, the most northerly western corner of the herein described tract and for a northeast corner of the said Vaughn Tract;

THENCE N 44° 07' 00" E, along the Scott Street right-of-way, a distance of 139.00 feet to a 7/8" iron pipe found for the most northerly corner of the said Tract 1, the most westerly corner of the said Tract 2 and for an angle point of the herein described tract, from which for reference and for the bearing basis used herein, a 7/8" iron pipe found for an interior ell corner of the said Tract 2 and for the most easterly corner of the said Tract 1 bears S 45° 25' 00" E, a distance of 457.79 feet;

THENCE N 44° 20' 01" E, along the Scott Street right-of-way, a distance of 200.07 feet to the POINT OF BEGINNING, containing 11.0757 acres.

Filed for Record in:
Hays County
On: Sep 25, 2007 at 12:25P
Document Number: 70028295
Amount: 28.00
Receipt Number - 179872
By:
Christina Sanchez, Deputy
Linda C. Fritscher, County Clerk
Hays County

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Taxable Entity Search Results

1



the search string : 32033308993

 If

1-800-252-1300.

s about the search results, send an email to tax.help@cpa.texas.gov or call

Franchise Tax Account Status

As of : 06/10/2021 05:46:49


Results

This page is valid for most business transactions but is not sufficient for filings with the

Secretary of State

Name	Taxpayers ID#	Zip
LEE & DI ENTERPRISES LLC.	32033308993	78732

LEE & DI ENTERPRISES LLC.

Texas Taxpayer Number	32033308993
Mailing Address	13105 LAKE VIEW DR AUSTIN, TX 78732-1221
 Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	07/10/2007
Texas SOS File Number	0800841968
Registered Agent Name	LEE A WIEGREFE
Registered Office Street Address	13105 LAKE VIEW DR AUSTIN, TX 78732

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: 11.075 acres out of the Z. Hinton Survey No. 12, Abstract No. 220

of lots (if subdivided): _____ # of acres: 11.08

Site APN/Property ID #(s): R14662 & R70247

Location: _____ County: Hays

Development Name: Scott Street Subdivision

OWNER

Company/Applicant Name: LD Enterprises LLC

Authorized Company Representative (if company is owner): Diane Wiegrefe

Type of Company and State of Formation: Limited Liability Co. / TX

Title of Authorized Company Representative (if company is owner): Owner General Partner

Applicant Address: 13105 Lakeview Drive, Austin, TX 78732

Applicant Fax: N/A

Applicant Phone: N/A

Applicant/Authorized Company Representative Email: nanatoannika@gmail.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

X I hereby designate John F. Patton (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: LEE WIEGREFE Date: 5/13/21

State of Texas

County of Travis

Diane M Wiegrefe
Diane M Wiegrefe 5/13/21

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 13 day of May, 2021.

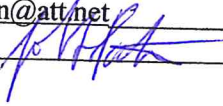
Elizabeth Reid

Notary Public's Signature

04-22-2023

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: John F. Patton
Representative Address: 7701 Rialto Blvd. #1223, Austin, TX 78735
Representative Phone: 512-923-0529
Representative Email: johnfpatton@att.net
Representative's Signature:  Date: 5/13/21

You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640
(attention: Zoning File # Z-21-0084).

Name: David Wiley Address: 184 J. Marys Ln.

I am in favor, this is why _____

I am not in favor, and this is why I live next door to this. I dont want 2 story houses behind me.



CITY OF KYLE, TEXAS

Pipeline Ordinance Amendment

Meeting Date: 7/20/2021

Date time:7:00 PM

Subject/Recommendation: *(First Reading)* Amendment to an Ordinance of the City of Kyle, Texas Regulating Oil and Gas Pipeline Building Standards and Provisions; Making Findings of Fact; Providing Severability and Open Meetings Clauses; and Providing for Related Matters.
~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 7/20/2021

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*

- La Verde Groundbreaking event recap
- Upcoming 2022 Budget worksessions
- Dive-in Movie event
- 2021 State of the City

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 7/20/2021

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 Pipeline Ordinance Amendment
 - o Intervention in proceedings at the Railroad Commission regarding implementation of HB 1520 related to recovery of extraordinary costs incurred by certain gas utilities due to Winter Storm Uri
 - o Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - o Possible Creation of TIRZ
 - o Sign Code
 - o American Fireworks Contract
 - o Water Tower Painting Contract
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - o Property Acquisition
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 Pacific Blue
 - o Project Indigo

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 7/20/2021
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