

RESOLUTION NO. 1464

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT FOR THE LAKE PARK DISTRICT BETWEEN THE CITY OF KYLE, TEXAS AND SHELDON-TANGLEWOOD, LTD.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the City Council of the City of Kyle, Texas (the "City") desires to enter into in the Development Agreement for the Lake Park District to provide for the development of the Property described therein; and

WHEREAS, the City Council finds that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public;

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

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

SECTION TWO: The Development Agreement for the Lake Park District between the City of Kyle, Texas and Sheldon-Tanglewood, Ltd. attached hereto as Exhibit A and incorporated herein for all purposes is hereby approved, and the City Manager is authorized to execute said Agreement.


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

SECTION FOUR: 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED this the 19th day of December, 2023.

ATTEST:

CITY OF KYLE, TEXAS:


Jennifer Kirkland, City Secretary




Travis Mitchell, Mayor

Exhibit A

**DEVELOPMENT AGREEMENT
FOR THE KYLE LAKE PARK DISTRICT**

This Development Agreement for the Kyle Lake Park District (“**Agreement**”) by and between the CITY OF KYLE, Texas, a Texas home rule municipal corporation (“**City**”), and SHELDON-TANGLEWOOD, LTD., a Texas limited partnership (“**Owner**”), is entered into this 19th day of December, 2023 (“**Effective Date**”). The term “Parties” or “Party” means the City and Owner collectively or singularly.

RECITALS

WHEREAS, Owner owns a parcel of real property (the “**Property**”) in Hays County, Texas, which is more particularly described in the attached **Exhibit “A”**;

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the Property is located inside the corporate limits of the City and Owner seeks to protect and enhance the beauty, heritage, and economic value of the Property;

WHEREAS, Owner wishes to develop the Property as an urban, mixed-use development including multi-family residential, condominium residential, senior living, assisted living, hotel, hotel/conference center, retail services, restaurant, entertainment, office, office condominium, and other commercial uses (“**Project**”). Owner desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance, as shown in **Exhibits “B-1”, “B-2, and B-3”** (collectively, “**Development Standards**”);

WHEREAS, Owner benefits from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City’s building permit and inspection processes and will help ensure that the Project is built out as planned by Owner. The City will benefit from this Agreement by having assurance regarding certain development standards for the Project, having certainty that such Development Standards may be enforced by the City, and by preservation of property values within the City;

WHEREAS, Owner and the City desire to provide for the construction and extension of City streets, the future dedication of parks and trails, the conveyance of land to the City for a water tank site (the “**Water Tank Property**”, defined herein), the making of a site available for a conference center and hotel development (the “**Conference Center and Hotel Tract**”, defined herein), the provision of utilities, and the provision of other public infrastructure improvements encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the City Council for the City (“**City Council**”) has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged by both Parties, the City and Owner agree as follows:

ARTICLE 1 PROJECT AND TERMS

1.01 Project Defined. The Project established by this Agreement consists of an urban, mixed-use development including multifamily residential, condominium residential, senior living, assisted living, hotel, hotel/conference center, retail services, restaurant, entertainment, office, office condominium, and other commercial uses. The Project includes the subdivision of the Property, the construction of off-site and on-site utility facilities and Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement. The Project may include multiple phases for infrastructure plans, site development permits, platting, and construction purposes.

1.02 Term. The term of this Agreement will commence on the Effective Date (defined below) and continue for thirty (30) years thereafter, unless sooner terminated under this Agreement as provided herein (“**Initial Term**”). Prior to the end of the Initial Term, Owner, or any of its successors and assigns, may request an extension of this Agreement.

1.03 Control of Development. Owner intends to market and sell the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncodified ordinances of the City (collectively, the “**Code**”) in effect on the Effective Date to the contrary, the timing, composition, and sequencing of the sale of the Property will be solely determined by Owner, and the ultimate development of the Project will be based on market demand and conditions and may be completed as and when it is economically feasible provided the development of the Property shall be in accordance with the Land Plan further described in Section 2.06 below, as such Land Plan may be amended from time to time pursuant to Section 2.07, below.

ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as provided in this Agreement, all development applications and development of the Property will comply with the Code and PUD Ordinance (defined below) in effect as of the Effective Date. Owner, its grantees, successors and assigns agree that the City’s fees and charges currently provided for in the City’s rules and standard fee schedule may be amended by the City from time to time and are not waived, except as provided in this Agreement. If there is any direct conflict between the terms of this Agreement and the Code or PUD Ordinance,

the PUD Ordinance will control; provided, however, Owner will comply with the Development Standards adopted by this Agreement.

2.02 PUD Ordinance. The Parties anticipate that the Property and the Hospital Tract (the approximately 49.6925 acre tract of land further described by metes and bounds in Exhibit “A-1”, attached hereto, hereinafter the “Hospital Tract”) will be granted Planned Unit Development (“PUD”) zoning in substantial conformity with Exhibit “C”. The PUD Ordinance shall require that the Permitted Uses and Development Standards of the RS, Retail and Services Zoning District shall apply to development of the Property, except as modified by this Agreement and the Code modifications and waivers attached hereto as Exhibit “D”. Except as modified by the Prohibited Uses attached hereto as Exhibit “F”, and the Code modifications and waivers attached hereto as Exhibit “D”, all uses permitted within the RS, Retail and Services Zoning District shall be permitted uses within the PUD. Nothing in this Agreement shall be construed to require City Council to exercise its legislative function to adopt particular zoning for the Property and the Hospital Tract; however, if City Council does not approve PUD zoning in substantial conformity with Exhibit “C” for the Property and the Hospital Tract on or before December 31, 2023, then this Agreement will be void and of no effect, Owner will have no obligation to make the dedications and improvements described herein, and the Parties will have no further obligation to one another hereunder.

2.03. Development Standards. The exterior walls and surfaces of structures located on the Property shall be constructed in accordance with Exhibit “B-1” for a residential or mixed-use structure, Exhibit “B-2” for a retail structure, and Exhibit “B-3” for an office structure. Building elevations shall be reasonably similar in nature to the illustrative elevations attached as Exhibit “E”. Exterior design and or materials changes may be made at Owner’s discretion based on factors including but not limited to the availability of materials and/or the cost of those materials, with the approval of the Planning Director. If Owner does not agree with the Planning Director’s decision, Owner shall submit a request for a Conditional Use Permit to the Planning and Zoning Commission for approval and file an appeal with City Council if the Planning and Zoning Commission does not approve the request.

2.04 Development of the Property.

- (a) Except as modified by this Agreement, the Project and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances, the PUD Ordinance, such other zoning regulations applicable to the Property, such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (“**Applicable Regulations**”). If there is a conflict between the Applicable Regulations and the Development Standards, the Applicable Regulations shall control. If there is a conflict between this Agreement and the PUD Ordinance, the PUD Ordinance shall control. If there is a conflict between this Agreement or the PUD Ordinance and the recorded donation agreements for Owner’s donation of Marketplace Avenue, the Water Tank Property, and the Conference Center and Hotel Tract (as discussed herein in Sections 5.02-5.04) (“**Donation Agreements**”), the Donation Agreements shall control.

- (b) Owner agrees to restrict the Property from the uses identified on **Exhibit “F”** attached hereto and made a part hereof.

2.05 Building Permits. Owner acknowledges and agrees that compliance with Section 2.04 will be a condition of issuance of building permits and certificates of occupancy. Owner further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 2.04 above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

2.06 Land Plan. The Parties approve the Land Plan attached hereto as **Exhibit “G-1”** and the Project Density shown on **Exhibit “G-2”**. Development of the Project or any portion thereof, including any subsequent subdivision plats and site plans, shall be approved if it complies with the Land Plan, the Code in effect on the Effective Date, and the PUD Ordinance. The City confirms that the Land Plan complies with the City’s zoning district regulations applicable to the Property as set forth in this Agreement, and the City’s Comprehensive Master Plan, notwithstanding the provisions otherwise required by the Code.

2.07 Amendments. Owner may submit minor amendments to the Land Plan, including changes to the layout of permitted uses, driveways, lots and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with the PUD Ordinance. For purposes of this section, a minor amendment is an amendment that: (1) does not alter by more than ten (10) percent the total number of residential units or gross floor area allowed for the Project as shown on **Exhibit “G-2”**; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance and the Code Modifications; (3) does not increase the number of LUEs allotted under this Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plan. Further, Owner may amend the Land Plan to include other uses permitted in the applicable base district or the Code Modifications, subject to compliance with the Prohibited Uses in **Exhibit “F”** and subject to application to and approval by the City Manager or the City Manager’s designated representative. Approval of the Owner’s application to allow other uses permitted by the applicable base district or the Code Modifications shall be granted if the new use is consistent with the Project Description and if compliant with the minor amendment conditions (1) through (4), above. Owner may appeal the denial of a requested amendment by the City Manager to the City’s Planning Commission and the City Council. Any amendment to the Land Plan that is not defined as minor amendments in this subsection must be consistent with the terms of this Agreement and shall require the approval of the Planning and Zoning Commission and the City Council.

2.08 City Review and Approval. This Agreement will supplement the Code, but not replace the Code, and shall govern the review of site development plans, conditional use permits, preliminary plans, subdivision plats, subdivision construction plans and other approvals, variances

or other municipal authorizations hereafter required or requested by Owner. The City will review and approve applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property if the site development plans, conditional use permits, preliminary plans, final plats, subdivision construction plans and site development permits for the Property comply with the requirements of this Agreement, the PUD Ordinance and generally comply with the Land Plan. Any preliminary plans, final plats, subdivision construction plans and site development permits for the Property not consistent with the Land Plan, as amended by Owner in accordance with Section 2.07, will require City approval.

2.09 Vertical Mixed Use. The Project shall include the development of Vertical Mixed Use Buildings within Vertical Mixed Use Building Corridors as shown in **Exhibit “G-3”**, attached hereto. A “Vertical Mixed Use Building” for purposes of the Project, shall be defined as “a mixed use building where the use on the ground floor is different from a use on an upper floor. The ground floor shall not consist of residential uses and is limited to retail, restaurant, or other commercial uses”.

ARTICLE 3 PARKLAND DEDICATION

3.01 Parkland Dedication/Extension of City’s Vybe Trail. Owner shall, upon mutually agreeable terms, dedicate and convey mutually acceptable land/easement to the City at or prior to the time the first building permit is issued for any building for the Project, but on or before thirty-six (36) months from the Effective Date of this Agreement subject to completion of the optional final FEMA CLOMR approval and completion of final park improvement plans including a construction start date for the park improvements for: (1) approximately 20+ acres of land, which may include floodplain; (2) the lake for the proposed Lake Park; (3) land for the Lake Park Trails which said land shall be in the general area depicted in **Exhibit “P”**; and (4) the easement for the extension of the City’s Vybe Trail through the Property. As part of the parkland dedication, Owner will also either (a) convey approximately 10 additional acres to the City for parkland with a portion not including floodway; or (b) dedicate approximately 10 additional acres as privately owned open space land accessible to the public, such approximately 10 additional acres being depicted on **Exhibit “I”**. If Owner dedicates privately owned open space land, Owner shall also dedicate to the City a public access easement to the privately owned open space in a form acceptable to the City. Owner agrees to work collaboratively with the City to identify and finalize the boundaries of the parkland within the Project being dedicated and conveyed to the City. Owner agrees to work collaboratively with the City regarding the dedication of an easement to the City for the extension of the City’s Vybe Trail through the Project, which shall be constructed and maintained by the City. The City Manager is authorized to negotiate and execute all documents related to the dedication and conveyance of the Vybe Trail Easement and parkland. The City agrees to waive the Park land dedication fees in consideration of the dedication of the easement for the Vybe Trail and conveyance of land for the other parkland facilities. Owner shall pay the City’s parkland improvement fees, unless the City agrees to Owner’s development of the parkland.

3.02 Additional Private Amenities. If Owner constructs additional private amenities on the Property that are not dedicated to the City but are to be owned and maintained by a property owners’ association, then Owner will form a property owners’ association, which association shall

be a non-profit corporation (“POA”). The POA shall be formed prior to the conveyance by Owner to a third-party of a lot within the Property. The POA shall require dues and will be responsible for the maintenance, repair, and replacement of any amenities or common areas conveyed by Owner to the POA. If requested by the City, Owner agrees to provide public access to any POA-owned and maintained private amenities relating to parks and trails through an easement in a form acceptable to the City.

ARTICLE 4 VESTED RIGHTS

4.01 Vested Rights. The Land Plan, attached hereto as **Exhibit “G-1”** and the Project Density attached hereto as **Exhibit “G-2”** constitute a plan of development for the Property as provided in Chapter 245 of the Texas Local Government Code (“Chapter 245”) and deemed filed as of the Effective Date of this Agreement initiating the subdivision and development permit process for the Property. Subject to the terms and conditions of this Agreement, the City acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the City ordinances, rules and regulations in effect on the Effective Date of this Agreement, as modified by the PUD Ordinance, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245 (“**Vested Rights**”), provided that, except as provided below, the Vested Rights shall terminate and expire in the event that: (1) on the fifth anniversary from the date the Land Plan is filed with the City if no development of any portion or phase of the Project has commenced; (2) this Agreement is terminated by reason of Owner’s default beyond any applicable notice and cure periods; (3) Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (4) an application for a major change to the Land Plan is submitted by Owner which substantially changes the Project from that approved by this Agreement; or (5) state law or court order mandates otherwise. Notwithstanding the foregoing, prior to the expiration of the 5 year period, Owner may apply to the City for an extension of the 5 year period and such extension may be approved by the City Council. Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. Owner’s minor amendment of a Land Plan pursuant to Section 2.07, above, shall not constitute a major change of the Project from that approved by this Agreement. The Parties acknowledge and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

ARTICLE 5 SUBDIVISION INFRASTRUCTURE

5.01 Subdivision Infrastructure. All public drainage, water and wastewater lines and facilities and all other public infrastructure within the Property (“**Subdivision Infrastructure**”), other than the Marketplace Avenue extension and the Public Water and Wastewater Lines associated infrastructure provided for in Section 6.02, will be constructed to meet Code standards and will be dedicated and conveyed to the City at no cost to the City, except as provided in Section 6.02.

5.02 Marketplace Avenue. Within thirty (30) days after the execution of this Agreement and the City’s final approval and execution of the PUD Ordinance, Owner shall convey to the City via

special warranty deed right of way for Marketplace Avenue in the approximate alignment shown on **Exhibit “K”** hereto (“**Marketplace Avenue Tract**”) and pursuant to an Agreement for Donation of Real Property in substantially the form attached hereto as **Exhibit “K-1”**. The City may obtain a survey of the Marketplace Avenue Tract and may obtain title insurance for the Marketplace Avenue Tract at its sole cost and expense. The conveyance shall be subject to any and all easements, rights-of-way, restrictions, reservations, covenants, and other encumbrances of record in the Office of the County Clerk of Hays County, Texas, which cover or affect the Marketplace Avenue Tract, to the extent the same are validly existing and applicable to the Marketplace Avenue Tract. The City shall construct the extension of Marketplace Avenue within the Marketplace Avenue Tract, including improvements for water, wastewater, storm drainage facilities, power, sidewalks, and streetlights (“**Marketplace Avenue Improvements**”) in conformity with the Code and the City’s standards for streets and thoroughfares and the design and construction standards set forth on **Exhibit “K”**. The Marketplace Avenue Improvements shall also include providing 3 –phase electricity from the existing underground line at Old Bridge Trail north through the entire Marketplace Avenue extension, including junction boxes and switchgears, with stub-outs across Marketplace Avenue to both sides as required by Pedernales Electric Cooperative. Owner consents to the design and location of the proposed Marketplace Avenue extension based upon Owner’s review of the 30% design plans prepared by the City. so long as the City’s final design plans for the extension of Marketplace Avenue are consistent with the 30% design plans consented to by Owner and also include all Marketplace Avenue Improvements, Owner’s consent to the final design plans for the Marketplace Avenue extension shall not be required. However, Owner’s consent to the final design plans for the Marketplace Avenue extension shall be required if the final design plans are not consistent with the 30% design plans or don’t include all Marketplace Avenue Improvements. In such event, Owner’s consent shall not be unreasonably withheld or delay the construction of the extension of Marketplace Avenue. Owner agrees to provide the City a temporary staging area for the City’s construction of Marketplace Avenue within sixty (60) days of the City notifying Owner of: (1) the need for such temporary staging area and (2) that the City is ready to begin construction. The City shall begin construction by no later than March 31, 2025, and the City shall diligently pursue completion of construction of Market Place Avenue and all utilities in the right of way in order to allow Marketplace Avenue to be open to the public on a timely basis. In the event City does not begin construction by March 31, 2025 or begins construction by such date but fails to diligently pursue completion of construction, the Parties agree that Owner reserves the right to construct and complete the extension of Marketplace Avenue, subject to reimbursement from the City for all costs incurred by Owner directly related to the construction and completion of the extension of Marketplace Avenue.

5.03 Water Tank Property. Within thirty (30) days after final approval of the PUD Ordinance and after execution of this Agreement by all Parties, whichever is later, Owner shall convey an approximately 2.2 acre tract of land described by metes and bounds in **Exhibit “L”**, attached hereto and incorporate herein (the “**Water Tank Property**”) to the City via special warranty deed for the additional consideration of TEN DOLLARS and NO/100 (\$10.00) and pursuant to an Agreement for Donation of Real Property in substantially the form attached hereto as **Exhibit “L-1”**. The City may obtain a survey of the Water Tank Property and obtain title insurance for the Water Tank Property at its sole cost and expense. The conveyance shall be subject to any and all easements, rights-of-way, restrictions, reservations, covenants, and other encumbrances of record

in the Office of the County Clerk of Hays County, Texas, which cover or affect the Water Tank Property, to the extent the same are validly existing and applicable to the Water Tank Property. Prior to the issuance of the first building permit on the Hospital Tract, the City shall install fencing around the Water Tank Property in accordance with Exhibit "M" attached hereto or as modified by agreement of Owner. Simultaneously with Owner's conveyance of the Water Tank Property to the City, the Parties shall execute the First Amendment to Roadway Easement Agreement in substantially the form attached hereto as Exhibit "N".

5.04 Conference Center and Hotel Tract. Subject to a mutually agreed upon plan for the development of a conference center and hotel, Owner agrees to make available, upon such timeframe and terms as Owner, in its sole discretion shall decide, an approximately 4 acre tract of land for the development and construction of a conference center and hotel project (the "**Conference Center and Hotel Tract**"). In order to ensure that the design and quality of the conference center and hotel is consistent with the overall quality of the Project, Owner shall have input upon and final approval authority for the design of the conference center and hotel to be constructed on the Conference Center and Hotel Tract. The City agrees with the Owner's intent that the conference center and hotel shall be designed and managed to be consistent with the overall quality of the Project. The development and construction of the Conference Center and Hotel Tract shall not affect the Project Land Plan (Exhibit "G-1"), the Project Density (Exhibit "G-2") or the Water and Wastewater Service commitment to the Project (as provided in Section 6.01, herein).

5.05 Rollback Taxes. The Parties agree to scheduling and meeting with the appraisal district to determine the amount of rollback taxes that may be assessed for the change of use of the Marketplace Avenue Tract, the Conference Center and Hotel Tract, the Water Tank Property, the parkland facilities described in Section 3.01, the Connector Road (if applicable), and any related easements so that the amount can be mitigated. The City shall not be responsible for paying any rollback taxes assessed on the land or related easements, if any, conveyed to the City.

5.06 Floodplain Modification. The City will support Owner's application(s) for any FEMA Conditional Letter of Map Revision ("CLOMR") or Letter of Map Revision ("LOMR") required for the Project and with resolving any floodplain, Atlas 14 or drainage issues with FEMA affecting the Project by responding to and/or reviewing documents required by FEMA. Owner agrees that the City will not be involved in any work product associated with the filing and processing of application(s) or pay for any fees or costs associated with the application(s) filed by Owner.

5.07 Traffic Impact Fees. The Project shall be exempt from all City traffic impact fees, other than the City's adjacent lane miles fee. The City shall not require a traffic impact analysis or study for the Project, or require any off-site traffic or roadway improvements.

ARTICLE 6 UTILITY SERVICE

6.01 Water and Wastewater Service. The City represents and warrants to Owner to provide (i) 665 Living Unit Equivalents ("LUEs") of water and wastewater service to the Lake Park Tract (the 3 tracts of land totaling approximately 98.544 acres, further described by metes and bounds in Exhibit "A", attached hereto and incorporated herein ("**Lake Park Tract**")) (665 LUEs

available as of the Effective Date of this Agreement, and an additional 1625 LUEs, in accordance with the conditions described in this Agreement for a total of 2250 LUEs) and (ii) 867 LUE's of water and wastewater service for the "Hospital Campus Project" (as defined in the St. David's Hospital District Development Agreement) on the Hospital Tract, as described in **Exhibit "A-1"** ("Hospital Tract") (500 LUE's available, as of the Effective Date of this Agreement, and an additional 367 LUEs available in 2036 to the Hospital Campus Project). Approval of the PUD Zoning Ordinance and this Development Agreement shall satisfy this requirement which is based on 7.5 LUEs/acre for 155.4434 acres from the City's utility demand plan for the Lake Park Tract and the Hospital Tract. The City further represents and warrants to Owner that, as of the Effective Date of this Agreement, it has sufficient water and wastewater treatment capacity to provide 500 LUEs of water and wastewater service for the Hospital Campus Project, as supported by the Hospital Tract-Hospital Campus Utility Demand Calculations (**Exhibit "H-1"**). In the event the Hospital Campus is not built, City guarantees that it will provide at least 1790 LUEs of water and wastewater treatment capacity for the Mixed Use Development, as supported by the Hospital Tract Mixed Use Development Utility Calculations (**Exhibit "H"**) pursuant to this Agreement. Capacity and modeling reports shall be conducted prior to site development but any water or wastewater improvements required shall be the responsibility of the City and not the Owner up to the 665 LUEs (Lake Park Tract) and 500 LUEs (Hospital Tract) guaranteed by the City. After Owner has utilized 665 LUEs (Lake Park Tract) and 500 LUEs (Hospital Tract), improvements, if needed, to the system per the capacity and modeling report may be required for Owner participation (pro rata share) up to the total LUEs available to the Lake Park Tract, which is 2250 LUEs, and the total LUEs available to the Hospital Tract, which is 1790 LUEs (for the Mixed Use Development of the Hospital Tract if not developed as the Hospital Campus Project). For clarity and to avoid confusion, the Hospital Campus Project will have 500 LUEs available for use without the need to construct additional utility system improvements and without the need to design, permit, or construct water and wastewater infrastructure necessary to serve the Project. For clarity and to avoid confusion, the Lake Park Tract will have 665 LUEs available for use without the need to construct additional utility system improvements and without the need to design, permit, or construct water and wastewater infrastructure necessary to serve the Project. After Owner has utilized 665 LUEs (Lake Park Tract), Owner agrees to design, permit and construct all water and wastewater infrastructure necessary to serve the Project in accordance with the Applicable Rules. After Owner has utilized 665 LUEs (Lake Park Tract), any cost sharing or oversizing of utilities at the City's request shall share the cost between the City and the Owner as required under the City's Applicable Rules and this Agreement. System improvements may include pipe/route upsizes or upgrades, but shall not include upgrades or upsizing of the City's water and sewer treatment plants. The City also acknowledges and agrees that the Hospital Tract can utilize water and wastewater capacity committed to the Lake Park Tract, and vice versa, as needed and if available. Owner agrees that any water and/or wastewater capacity utilized from the Lake Park Tract for the Hospital Tract, or vice versa, shall not exceed the number of water and wastewater LUEs the City has agreed to provide herein. Owner further agrees that the LUEs committed herein by the City are for the Project and Owner shall not sell the LUEs to another person or entity for use in another development. Any LUEs not utilized on the Project after completion shall revert to the City and not be made available to other parties by Owner. All utility fees charged by the City to the Project will be calculated at the rate when the fees are due.

6.02 Public Water and Wastewater Lines. At the time it constructs the Marketplace Avenue extension, the City will construct and install at its sole expense water and wastewater lines in the street's right of way ("**Public Water and Wastewater Lines**") in the alignment and configuration and in conformity with the dimensions and other requirements shown on **Exhibit "O"** attached hereto. The City shall further install stub outs for service to the Property in the approximate locations shown on **Exhibit "O"**, with the final locations to be determined by Owner prior to the commencement of construction. The City hereby consents, at no cost to Owner, to the use of any and all appropriate and available City rights of way, sites or easements that may be reasonably necessary to construct any subdivision infrastructure, or for Owner to perform its obligations under this Agreement; provided, however, that the City's consent is subject to City approval of the location of a utility improvement within the right of way and easements and avoidance of utility facilities existing in such right of way and easements.

6.03 Satisfactory Completion of Subdivision Infrastructure. Upon completion of construction of any subdivision infrastructure by Owner, the City shall be provided with final "record" drawings of the Subdivision Infrastructure, in both hard copy and digital (PDF or CAD, as requested by the City). Subdivision Infrastructure completion shall follow the requirements and process provided in the Code for acceptance by the City for ownership, operation and maintenance.

6.04 City Acceptance of Subdivision Infrastructure.

(a) As a precondition to the City's final acceptance of subdivision infrastructure, the Owner shall submit all documentation required by the Code and comply with all applicable requirements of the Code related to the City's final acceptance of subdivision infrastructure.

(b) Upon the City issuing a Letter of Satisfactory Completion, the subdivision infrastructure shall be dedicated to the City. The City shall accept each such completed subdivision infrastructure for ownership, operation, and maintenance in accordance with the requirements and procedures of the Code and the Applicable Regulations.

6.05 City to Own, Operate, and Maintain Subdivision Infrastructure. From and after the time of the City's final acceptance of subdivision infrastructure, the City will own, operate, and maintain each utility improvement as part of the City's utility system and shall be responsible for all future maintenance costs associated with same. Upon the City's acceptance of all the utility improvements within a particular utility facility phase and the City's acceptance of water and wastewater service lines within a recorded final plat, Owner shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat, provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

ARTICLE 7
ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

7.01 Assignment of Owner Rights. Owner may assign in whole or in part its rights and obligations under this Agreement to the POA (if applicable) or persons purchasing all of the Property or a part of the Property. In the event Owner assigns all of its respective rights under this Agreement in conjunction with the conveyance of any portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas, in order to be effective. This Agreement may be assigned by Owner in whole or in part without the consent of the City to any Owner-affiliated or related entity or to any successor owner of any portion of the Property, any such assignment of Owner's rights and obligations hereunder will release Owner from its obligations under this Agreement to the extent of the assignment. For any assignment requiring the City's approval, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

7.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

7.03 Covenant Running with the Land; Agreement Binding on Assigns. This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof, whether so expressed or not.

ARTICLE 8
MISCELLANEOUS

8.01 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement, provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question, but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies

will be cumulative, and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

8.02 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

8.03 Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

8.04 Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default or of the right to require performance of the same or any other provision of this Agreement in the future.

8.05 Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

8.06 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

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

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640
Phone: (512) 233-1144
Email: bryan.langley@cityofkyle.com

Paige Saenz
The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Phone: (512) 323-5778
Email: Paige@cityattorneytexas.com

Any notice mailed to Owner shall be addressed:

Sheldon-Tanglewood, Ltd.
Attn: Rick Sheldon
601 Sonterra Blvd.
San Antonio, Texas 78258
Phone: (210) 490-2500
Email: Ricksheldon3@gmail.com

Sheldon-Tanglewood, Ltd.
Attn: Nancy Hiatt
601 Sonterra Blvd.
San Antonio, Texas 78258
Phone: (210) 490-2500
Email: Nhiatt@ricksheldonrealestate.com

With a required copy to:

Pam Madere
Jackson Walker LLP
100 Congress Avenue, Ste. 1100
Austin, Texas 78701
Phone: (512) 236-2048
Email: pmadere@jw.com

Attn: Allison Elko
 Bell Nunnally & Martin, LLP
 2323 Ross Avenue, Ste. 1900
 Dallas, Texas 75201
 Email: aelko@bellnunnally.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

8.08 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Notwithstanding the foregoing, Owner does not waive any potential claims, causes of action, rights or benefits available to Owner under Chapter 245 of the Texas Local Government Code.

8.09 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

8.10 Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

8.11 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present, and future officers, elected officials, employees, and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public's health, safety, and welfare.

8.12 No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a

default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by Owner.

8.13 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

8.14 Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Owner shall be recorded in the Official Public Records of Hays County, Texas.

8.15 Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall lie exclusively in Hays County, Texas.

8.16 Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

8.17 Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

8.18 Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

8.19 Statutory Verifications.

(a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(c) Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

(d) Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

8.20 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

8.21 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – Property Description
- Exhibit A-1**-Description of Hospital Tract
- Exhibits B-1, B-2, B-3** – Development Standards
- Exhibit C** – PUD Ordinance

- Exhibit D** – Code Modifications and Waivers
- Exhibit E** – Illustrative Elevations
- Exhibit F** – Prohibited Uses
- Exhibits G-1** – Land Plan
- Exhibit G-2** – Project Density
- Exhibit G-3** – Vertical Mixed Use Building Corridors
- Exhibit H** – Hospital Tract Mixed Use Development Utility Calculations
- Exhibit H-1**- Hospital Tract-Hospital Campus Utility Demand Calculations
- Exhibit I** – Depiction of Additional 10 Acres of Land To Be Conveyed as Parkland or Dedicated as Private Open Space
- Exhibit J** – Omitted
- Exhibit K** – Marketplace Avenue
- Exhibit K-1**- Agreement for Donation of Real Property (Marketplace Avenue Extension)
- Exhibit L** – Water Tank Property Description
- Exhibit L-1**- Agreement for Donation of Real Property (Water Tank Property)
- Exhibit M** – Water Tank Fencing
- Exhibit N** – First Amendment to Roadway Easement Agreement
- Exhibit O** – Public Water and Wastewater Lines
- Exhibit P**-General Location of Parkland Facilities to Be Conveyed

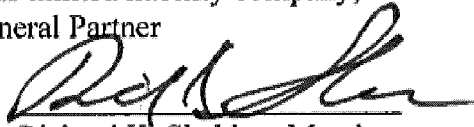
EXECUTED in multiple originals this the 19th day of December 2023.

[SIGNATURE PAGES FOLLOW]

OWNER:


SHELDON-TANGLEWOOD, LTD.,
a Texas limited partnership

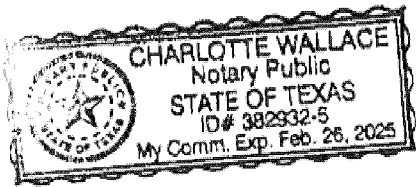
By: Tanglewood Acquisition, L.L.C.,
a Texas limited liability company,
its General Partner

By: 
Richard K. Sheldon, Member


STATE OF TEXAS §
 §
COUNTY OF McLennan §

This instrument was acknowledged before me, the undersigned authority, this 14th day of December, 2023, by Richard K. Sheldon, as Member of Tanglewood Acquisition, L.L.C., a Texas limited liability company, as General Partner of Sheldon-Tanglewood, Ltd., a Texas limited partnership, on behalf of said entities.

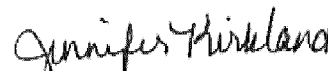

Notary Public, State of Texas



CITY OF KYLE,
a Texas home rule municipality

By: 
Bryan Langley, City Manager

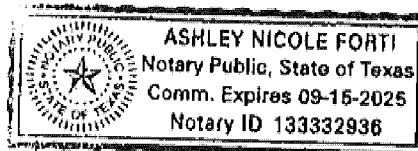
ATTEST:


Jennifer Kirkland, City Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me, the undersigned authority, this 19th day of December, 2023, by Bryan Langley, City Manager of the City of Kyle, Texas, a Texas municipality, on behalf of said municipality.


Notary Public, State of Texas



LIENHOLDER CONSENT

Sheldon-Tanglewood, Ltd. (“*Owner*”) is the owner of that certain tract of land being more particularly described on Exhibit “A” attached hereto (the “*Property*”).

International Bank of Commerce (“*Lender*”) holds a lien against the Property under the following described documents:

Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated September 25, 2006, recorded in Volume 3028, Page 510 of the Official Public Records of Hays County, Texas; Assignment of Leases and Rents dated September 25, 2006, recorded in Volume 3028, Page 526 of the Official Public Records of Hays County, Texas; and Financing Statement filed on October 6, 2006, recorded in Volume 3028, Page 531 of the Official Public Records of Hays County, Texas; as modified by that certain Renewal, Extension and/or Modification Agreement dated September 8, 2008, a memorandum of which was recorded in Volume 3480, Page 434 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement dated September 8, 2008, a memorandum of which was recorded in Volume 3491, Page 268 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement dated August 2009, a memorandum of which was recorded in Volume 3724, Page 315 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement dated August 23, 2010, a memorandum of which was recorded in Volume 3980, Page 631 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement for Commercial Loans dated December 13, 2012, recorded in Volume 4512, Page 437 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement dated December 18, 2012, a memorandum of which was recorded in Volume 4512, Page 451 of the Official Public Records of Hays County, Texas; Renewal, Extension and/or Modification Agreement for Commercial Loans dated March 1, 2019, a memorandum of which was recorded as Instrument No. 19017457 of the Official Public Records of Hays County, Texas; and as further modified by that certain Partial Release of Lien dated July 2, 2020, recorded as Instrument No. 20027476 of the Official Public Records of Hays County, Texas.

In consideration of \$10.00, and other good and valuable consideration, the receipt of which is acknowledged, Lender agrees as follows:

1. Lender consents to the Development Agreement by and between the City of Kyle and Owner (“*Development Agreement*”) dated December 19, 2023.
2. Lender agrees that any foreclosure of its liens will not extinguish or terminate the Development Agreement.
3. Lender affirms that the undersigned has the authority to bind Lender, and that all corporate acts necessary to bind Lender have been taken.

EXECUTED this 14th day of December, 2023.

Lender

International Bank of Commerce

By: _____
Name: Michael Andrade
Title: 1st VP

STATE OF TEXAS

§
§
§

COUNTY OF Bexar

This instrument was acknowledged before me, the undersigned authority, this 14th day of December, 2023, by Michael Andrade, 1st VP of International Bank of Commerce, on behalf of said bank.

[Signature]
Notary Public * State of Texas

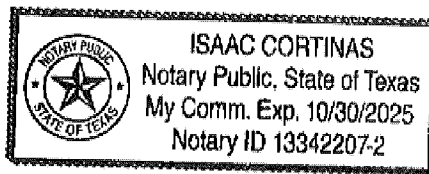


Exhibit A
Property Description

EXHIBIT "A"

Three tracts of land located in Hays County, Texas, with Tract One containing 92.6759 acres as more particularly described by metes and bounds description set forth on Exhibit "A-1" attached hereto, Tract Two containing 1.7099 acres as more particularly described on Exhibit "A-2" attached hereto, and Tract Three containing 4.1686 acres of land as more particularly described on Exhibit "A-3" attached hereto, all as depicted below.

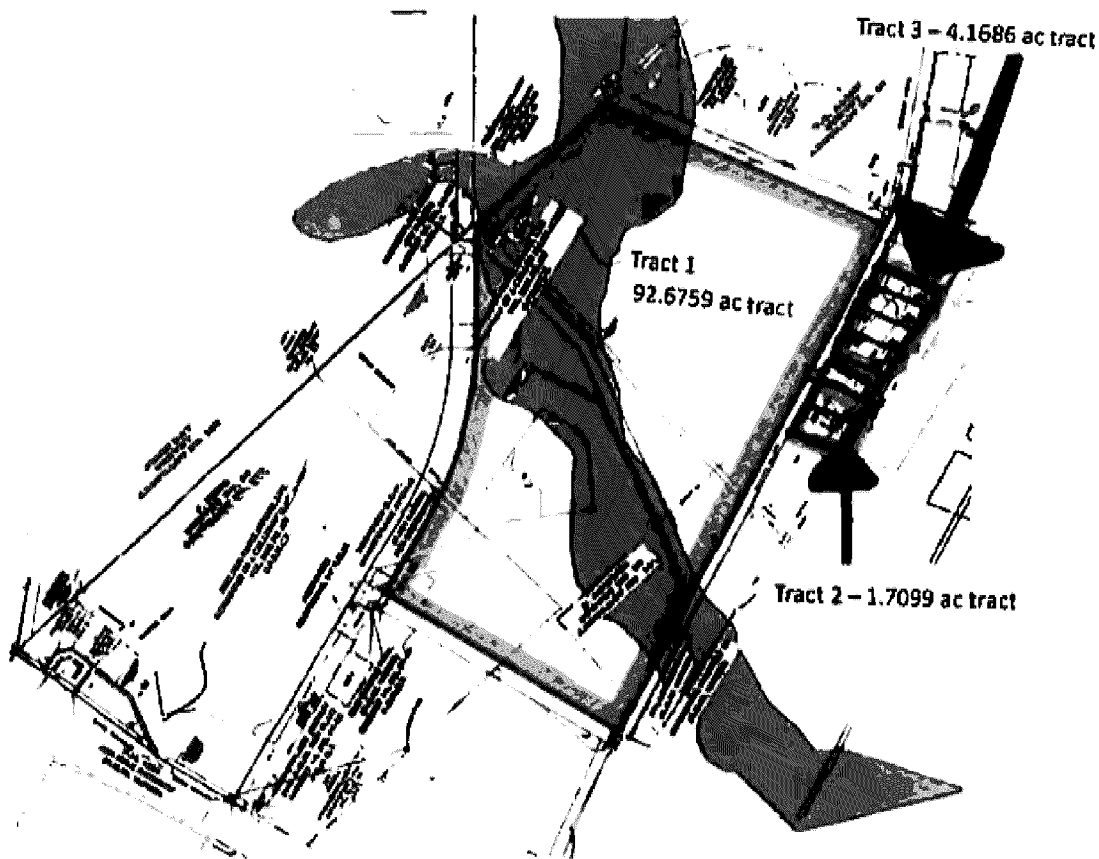


EXHIBIT "A-1"

EXHIBIT "A-1"

John King Survey, Abstract No. 276
 Dan Downer Survey, Abstract No. 151
 Thomas G. Allen Survey, Abstract No.

Legal Description

BEING A TRACT OF LAND CONTAINING 92.6759 ACRES (4,036,961 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276, THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151, AND THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, AND BEING THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 677 (O.P.R.H.C.T.), SAID 92.6759 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90476
 Austin, TX 78709
 512.537.2384
www.4wardls.com

BEGINNING. at a 1/2" iron rod with "4WARD BOUNDARY" cap set in the northwest line of said 126.130 acre tract, being the southeast line of Lot 2, Block A of Plum Creek Phase 1, Section 7B, recorded in Document No. 21021024 of the Plat Records of Hays County, Texas (P.R.H.C.T.), for the west corner of a 2.735 acre tract conveyed to Majestic Kyle, LLC in Document No. 20027520 (O.P.R.H.C.T.) and the north corner hereof, from which a 1/2-inch iron rod found at the common corner of said 2.735 acre tract, said 126.130 acre tract and Lot 3 of Majestic Industrial Park recorded in Document No. 2018025013 (P.R.H.C.T.) bears, N45°04'39"E a distance of 87.09 feet;

THENCE, over and across said 126.130 acre tract, with the south line of said 2.735 acre tract, S67°08'34"E, a distance of 1,505.25 feet to a calculated point on curve, being the west line of Parcel No. 3, a 0.390 acre right-of-way dedication recorded in Volume 2941 Page 666 (O.P.R.H.C.T.) and the current west right-of-way line of Kyle Crossing (right-of-way varies), and the east corner hereof;

THENCE, with the west line of said Parcel No. 3, being the west right-of-way of Kyle Crossing, the following three (3) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is 937.00 feet, whose arc length is 10.75 feet and whose chord bears S26°31'22"W, a distance of 10.75 feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said Parcel No. 3 and an angle point hereof;
- 2) S26°52'25"W, a distance of 766.14 feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said Parcel No. 3 and an angle point hereof;
- 3) S26°28'30"W, a distance of 939.44 feet to a 1/2-inch iron rod with LOOMIS cap found at the southwest corner of said Parcel No. 3, same being the northwest corner of Parcel No. 4, a 0.055 acre right-of-way dedication recorded in Volume 2941, Page 666 (O.P.R.H.C.T.), being an angle point hereof;

THENCE, with the west line of said Parcel No. 4, being the west right-of-way of said Kyle Crossing, the following two (2) courses and distances:

- 1) S26°51'51"W, a distance of 240.29 feet to a calculated point for an angle point in said Parcel No. 4 and an angle point hereof;

- 2) **S24°23'48"W**, a distance of **150.37** feet to a calculated point for the south corner of said Parcel No. 4 and an angle point hereof;

THENCE, with the east line of said 126.130 acre tract and the west right-of-way line of said Kyle Crossing, **S27°03'31"W**, a distance of **639.76** feet to a calculated point at the north end of a curve return at the intersection of the west right-of-way line of said Kyle Crossing and the north right-of-way line of Old Bridge Trail (right-of-way varies) dedicated in Final Plat of Kyle Marketplace Section 1 recorded in Cabinet 14, Pages 84-85 (P.R.H.C.T.);

THENCE, with the northeast right-of-way line of said Old Bridge Trail the following three (3) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is **30.00** feet, whose arc length is **48.61** feet and whose chord bears **S73°28'20"W**, a distance of **43.46** feet to a calculated point on the northeast right-of-way of said Old Bridge Road;
- 2) **N60°06'20"W**, a distance of **1,281.89** feet to a calculated point for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is **25.00** feet, whose arc length is **39.28** feet and whose chord bears **N15°05'58"W**, a distance of **35.36** feet to 5/8" iron rod with "SAM" cap found at a point of tangency on the proposed east right-of-way line of the Marketplace Avenue extension (120' right-of-way);


THENCE, over and across said 70.657 acre tract and said 126.130 acre tract, with the proposed east right-of-way line of said Marketplace Avenue extension, the following three (3) courses and distances:

- 1) **N29°54'24"E**, a distance of **321.94** feet to a 5/8" iron rod with "SAM" cap found at a point of curvature to the left;
- 2) Along the arc of said curve to the left, whose radius is **1,860.00** feet, whose arc length is **1,007.29** feet and whose chord bears **N14°23'32"E**, a distance of **995.03** feet to 5/8" iron rod with "SAM" cap found at a point of tangency;
- 3) **N01°07'20"W**, a distance of **549.05** feet to a 5/8" iron rod with "SAM" cap found in the northwest line of said 126.130 acre tract, being the southeast line of said Lot 2, of Plum Creek Phase 1, Section 7B;

THENCE, with the northwest line of said 126.130 acre tract, being the southeast line of said Lot 2 **N46°04'39"E**, a distance of **846.48** feet to **THE POINT OF BEGINNING** hereof and containing **92.6759** Acres (4,036,961 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)


 9/7/23
 Jason Ward, RPLS #5811
 4Ward Land Surveying, LLC
 TBPLS Firm #10174300

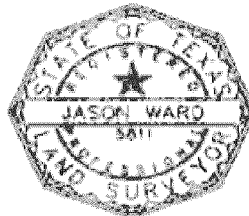


EXHIBIT "A-2"

EXHIBIT - A-2

Dan Downer Survey, Abstract, No 151

Legal Description

BEING A TRACT OF LAND CONTAINING 1.7099 ACRES (74,481 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151, AND BEING A PORTION OF LOTS 1, 2 AND 3 OF KYLE INDUSTRIAL PARK, RECORDED IN VOLUME 3, PAGE 364, PLAT RECORDS OF HAYS COUNTY TEXAS (P.R.H.C.T.) AND CONVEYED TO SHELDON, TANGLEWOOD, LTD. IN VOLUME 3080, PAGE 586 OF THE DEED RECORDS OF HAYS COUNTY TEXAS (D.R.H.C.T.), SAID 1.7099 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

4WARD
Land Surveying

PO Box 90876
Austin, TX 78709
512.532.2384
WWW.4WARDLLC.COM

BEGINNING. at a 1/2-inch iron rod with TXDOT cap found on the south line of said Lot 1, for the southwest corner of Parcel No. 15, a 0.112 acre right-of-way donation recorded in Volume 3823, Page 861 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), being at the intersection of the west right-of-way line of Interstate Highway 35 and the north right-of-way line of a County Road (abandoned - not in use) recorded in said Kyle Industrial Park Subdivision;

THENCE, with the south line of said Lot 1, the north line of said abandoned County Road, N67°35'37" W, a distance of 259.79 feet to a calculated point for the southwest corner of said Lot 1, being on the east right-of-way line of Kyle Crossing (right-of-way varies), a.k.a. County Road No. 210;

THENCE, N26°56'56" E, with the east right-of-way line of said Kyle Crossing, being the west line of said Lot 1, at a distance of 143.92 feet passing a 1/2-inch iron rod found at the common corner of said Lots 1 and 2 and continuing with the west line of said Lot 2, for a total distance of 273.64 feet to a calculated point for a non-tangent point of curvature at the southwest corner of a 0.5397 acre tract (proposed right-of-way) conveyed to Hays County Texas by Donation Deed recorded in Volume 4060, Page 25 (O.P.R.H.C.T.).

THENCE, With the south line of said 0.5397 acre tract, over and across said Lot 2 and partially in said Lot 3, the following five (5) courses and distances:

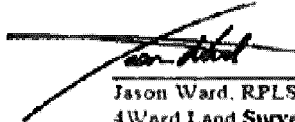
- 1) Along the arc of a curve to the right, whose radius is 27.00 feet, whose arc length is 26.54 feet and whose chord bears N88°49'11" E, a distance of 25.48 feet to a calculated point for an angle point hereof.
- 2) S63°25'39" E, a distance of 165.16 feet to calculated point, for an angle point.
- 3) Along the arc of a curve to the right, whose radius is 260.00 feet, whose arc length is 21.40 feet and whose chord bears S61°04'13" E, a distance of 21.39 feet to a calculated point for a point of tangency hereof.
- 4) S58°42'47" E, a distance of 60.71 feet to a calculated point for an angle point hereof.

5) S13°07'06"E, a distance of 10.88 feet to a calculated point on the west line of Parcel No. 14, a 0.099 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), being the west right-of-way line of said Interstate Highway 35.

THENCE, with the west line of said Parcel No. 14, S32°32'53"W, at a distance of 99.90 feet passing a 1/2-inch iron rod with TXDOT cap found on the common line of Lots 1 and 2, for the common corner of said Parcels 14 and Parcel 15, a 0.112 acre right-of-way donation, also recorded in Volume 3823, Page 861 (O.P.R.H.C.T.) and continuing for a total distance of 146.63 feet to the POINT OF BEGINNING hereof and containing 1.7099 Acres (74,482 Square Feet) more or less

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)


12/1/21
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC
TBPLS Farm #10174300

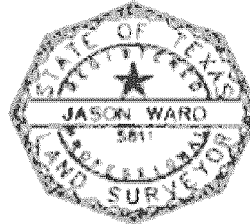


EXHIBIT "A-3"

EXHIBIT "A-3"

John King Survey, Abstract No. 276
Dan Downer Survey, Abstract, No. 151Legal Description

BEING A TRACT OF LAND CONTAINING 4.1686 ACRES (181,586 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276 AND THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151, AND BEING A PORTION OF LOTS 3, 4, 5, 6 AND 7 OF KYLE INDUSTRIAL PARK, RECORDED IN VOLUME 3, PAGE 364, PLAT RECORDS OF HAYS COUNTY TEXAS (P.R.H.C.T.) AND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 3080, PAGE 586 (LOTS 3 AND 4), VOLUME 2926, PAGE 107 (LOT 5) AND VOLUME 3227, PAGE 715 (LOTS 6 AND 7), ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.T.), SAID 4.1686 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90870
Austin, TX 78709
512-537-2584
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with TXDOT cap found on the north line of said Lot 7, for the northwest corner of Parcel No. 10, a 0.106 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), being the west right-of-way line of Interstate Highway 35 (right-of-way varies);

THENCE, S33°32'53"W, with the west right-of-way of said Interstate Highway 35, at a distance of 375.56 passing a 1/2-inch iron rod with TXDOT cap found on the common line of said Lots 4 and 5, at the common corner of Parcel 11, a 0.068 acre right-of-way donation and Parcel 12, a 0.076 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), and continuing with the west lines of said Parcel 12 and Parcel 13, a 0.087 acre right-of-way donation recorded in Volume 3823, Page 763 (O.P.R.H.C.T.) for a total distance of 574.51 feet to a calculated point on the west line of said Parcel 13, being the west right-of-way line of said Interstate Highway 35 and the northeast corner of a 0.5397 acre tract (proposed right-of-way) conveyed to Hays County Texas by Donation Deed recorded in Volume 4060, Page 25 (O.P.R.H.C.T.);

THENCE, With the north line of said 0.5397 acre tract (proposed right-of-way), over and across said Lot 3, the following five (5) courses and distances:

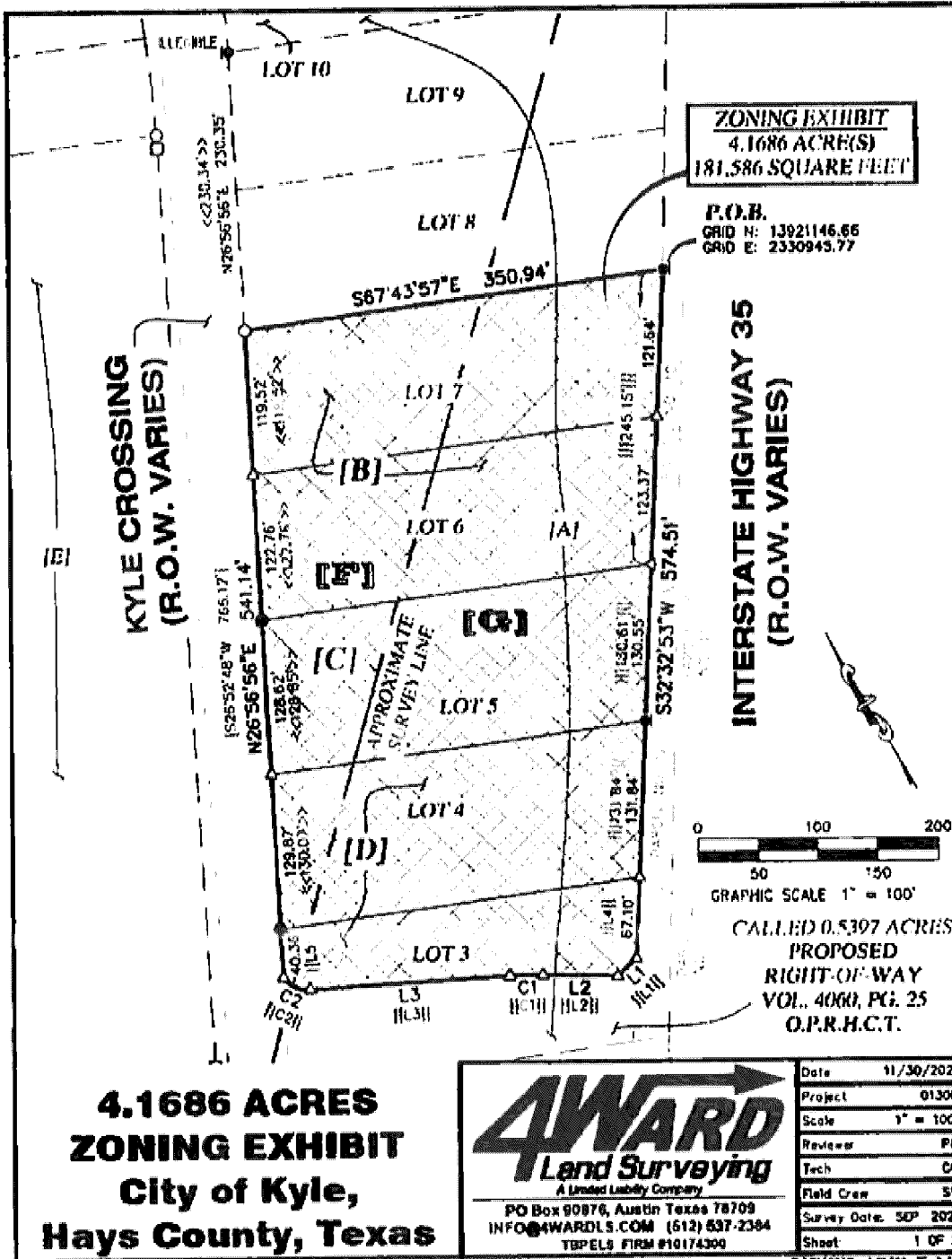
- 1) S76°52'54"W, a distance of 21.53 feet to a calculated point, for an angle point hereof;
- 2) N58°42'47"W, a distance of 62.37 feet to a calculated point for a point of curvature hereof;
- 3) Along the arc of a curve to the left, whose radius is 340.00 feet, whose arc length is 27.98 feet and whose chord bears N61°04'13"W, a distance of 27.97 feet to a calculated point for a point of tangency hereof;
- 4) N63°25'39"W, a distance of 164.99 feet to a calculated point for a point of curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is 27.00 feet, whose arc length is 25.77 feet and whose chord bears N36°04'56"W, a distance of 24.80 feet to a calculated point on the west line of said Lot 3, being the east right-of-way line of Kyle Crossing (right-of-way varies), aka County Road No. 210, for the west corner hereof;

THENCE, with the east right-of-way line of said Kyle Crossing and the west line of said Lot 3, **N26°56'56"E**, at a distance of 40.36 feet passing a 1/2-inch iron rod found at the common corner of Lots 3 and 4, and continuing with the west lines of Lots 4 and 5, at a distance of 298.85 feet passing a 1/2-inch iron rod found at the common corner of Lots 5 and 6, and continuing with the west lines of Lots 6 and 7, for a total distance of **541.14** feet to a calculated point at the northwest corner of said Lot 7, from which a 1/2-inch iron rod found at the common corner of Lots 9 and 10 bears, **N26°56'56"E** a distance of 230.35 feet;

THENCE, with the north line of said Lot 7 and the south line of Lot 8 of said Kyle Industrial Park, **S67°43'57"E**, a distance of **350.94** feet to the **POINT OF BEGINNING** hereof and containing 4.1686 Acres (181,586 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	340.00'	27.98'	4°42'53"	N61°04'13"W	27.97'
C2	27.00'	25.77'	54°40'41"	N36°04'56"W	24.80'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
[[C1]]	340.00'	27.98'	4°42'53"	N61°00'27"W	27.97'
[[C2]]	27.00'	25.77'	54°40'43"	N36°01'10"W	24.80'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S76°52'54"W	21.53'
L2	N58°42'47"W	62.37'
L3	N63°25'38"W	164.99'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[[L1]]	S76°58'40"W	21.43'
[[L2]]	N58°39'01"W	62.37'
[[L3]]	N63°21'53"W	164.99'
[[L4]]	N32°32'20"E	67.15'
[[L5]]	N26°54'31"E	40.36'

(A)
**KYLE INDUSTRIAL
 PARK**
 VOL. 3, PG. 364
 P.R.H.C.T.

(E)
**SHELDON-
 TANGLEWOOD, LTD.**
 REMAINDER OF A
 CALLED 126.130 ACRES
 VOL. 2495, PG. 677
 O.P.R.H.C.T.

(F)
**J. KING
 SURVEY
 NO. 20
 ABSTRACT
 NO. 276**


(B)
**SHELDON-
 TANGLEWOOD, LTD.**
 VOL. 3227, PG. 715
 O.P.R.H.C.T.

(C)
**SHELDON-
 TANGLEWOOD, LTD.**
 VOL. 2926, PG. 107
 O.P.R.H.C.T.

(D)
**SHELDON-
 TANGLEWOOD, LTD.**
 VOL. 3080, PG. 586
 O.P.R.H.C.T.

(G)
**D. DOWNER
 SURVEY
 NO. 22
 ABSTRACT
 NO. 151**

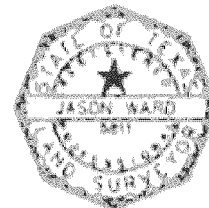
**4.1686 ACRES
 ZONING EXHIBIT
 City of Kyle,
 Hays County, Texas**

 A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TBPELS FIRM #10174300	Date	11/30/2021
	Project	01308
	Scale	1" = 100'
	Reviewer	PG
	Tech	CC
	Field Crew	SV
	Survey Date	SEP 2021
Sheet	2 OF 3	

p:\01308\dwg\01308_TK_3.dwg

LEGEND	
—	PROPERTY LINE
—	EXISTING PROPERTY LINES
○	1/2" IRON ROD WITH "AWARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊖	IRON ROD WITH "TxDOT" CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
□	TxDOT TYPE II 5/8" IRON ROD ALUMINUM CAPPED FOUND
P.O.B	POINT OF BEGINNING
VOL./PG	VOLUME, PAGE
CAB./SLU.	COURNEY, SLIDE
DOC NO	DOCUMENT NUMBER
R.O.W	RIGHT-OF-WAY
P.L.R.C.T	PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.C.T	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.C.T	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.C.T	DEED RECORDS, TRAVIS COUNTY, TEXAS
I I	RECORD INFORMATION PER DEED VOL. 2941 PG. 666
II II	RECORD INFORMATION PER DEED VOL. 4080 PG. 25
< >	RECORD INFORMATION PER DEED DOC NO. 20027520
III III	RECORD INFORMATION PER DEED VOL. 3823 PG. 661
<< >>	RECORD INFORMATION PER PLAT VOL. 3, PG. 364

Jason Ward
12/01/2021



NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000100784286.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**4.1686 ACRES
ZONING EXHIBIT
City of Kyle,
Hays County, Texas**

4WARD
Land Surveying
A Limited Liability Company
PO Box 99878, Austin Texas 78709
INFO@4WARDLS.COM (512) 637-2384
TPELS FIRM #10174300

Date	12/1/2021
Project	01308
Scale	1" = 100'
Reviewer	PG
Tech	CC
Field Crew	SV
Survey Date	SEP 2021
Sheet	3 OF 3

Exhibit A-1
Description of Hospital Tract

EXHIBIT "A"
PROPERTY DESCRIPTION

John King Survey, Abstract No. 276

Legal Description

BEING A TRACT OF LAND CONTAINING 49.6925 ACRES (2,164,606 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276 AND BEING THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 677 (O.P.R.H.C.T.), SAID 49.6925 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
www.4wards.com

BEGINNING, at a 1/2-inch iron rod with "CP&Y" cap found on the southeast line of Lot 4, Block A of Plum Creek Phase 1, Section 7C, recorded in Document No. 20028511 of the Plat Records of Hays County, Texas (P.R.H.C.T.), being the northwest line of said remainder of a called 70.657 acre tract, at the northwest corner of a called 2.222 acre tract, donated to the City of Kyle for Pump Station Expansion (surveyed July 26, 2023 by CP&Y, Inc.); from which a 1/2-inch iron rod with "BCG" cap found on the north right-of-way line of Farm-to-Market (F.M.) 1626, a.k.a. Kyle Parkway (right-of-way varies), at the most southerly southeast corner of said Lot 4 and the southwest corner of said called 2.222 acre tract bears, S46°04'39"W, a distance of 428.66 feet;

THENCE, with the southeast line of said Lot 4 and in part with the northwest line of said 70.657 acre tract and in part with the northwest line of said 126.130 acre tract, N46°04'39"E, a distance of 2,467.79 feet to a 1/2-inch iron rod with "SAM" cap found on said line for the west right-of-way line of the proposed Marketplace Avenue extension (120' right-of-way), from which a 1/2-inch iron rod with "LAND DEV" cap found at the northeast corner of said Lot 4, also being in the existing west right-of-way of Marketplace Avenue (80' right-of-way) as recorded in Cabinet 14, Slide 34-35, (P.R.H.C.T.), bears N46°04'39"E a distance of 27.85 feet;

THENCE, departing said line, over and across said 70.657 acre tract and said 126.130 acre tract, with the west right-of-way line of said proposed Marketplace Avenue extension the following three (3) courses and distances:

1. S01°07'20"E, a distance of 437.92 feet to a 1/2-inch iron rod with "SAM" cap found, for a point of curvature of a curve to the right;
2. Along the arc of said curve to the right, whose radius is 1,740.00 feet, whose arc length is 942.30 feet and whose chord bears S14°23'32"W, a distance of 930.83 feet to a 1/2-inch iron rod with "SAM" cap found at point of tangency;
3. S29°54'24"W, a distance of 1,553.83 feet to a 1/2-inch iron rod with "SAM" cap found at the north end of a cut back of said proposed Marketplace Avenue and the north right-of-way line of said F.M. 1626, being 10 feet west of the existing west right-of-way of Marketplace Avenue dedicated in the Final Plat of Kyle Marketplace Section 1, recorded in Cabinet 14, Pages 84-85 (P.R.H.C.T.);

THENCE, along said cut back, S74°48'58"W, a distance of 42.77 feet to a 1/2-inch iron rod with "SAM" cap found on the north right-of-way line of said F.M. 1626, being the south line of said 70.657 acre tract;

THENCE, with the north right-of-way line of said F.M. 1626, being the south line of said 70.657 acre tract, the following two (2) courses and distances:

- 1) **N60°10'32"W**, a distance of **352.26** feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said line;
- 2) **N54°00'02"W**, a distance of **557.15** feet to a 1/2-inch iron rod with DOUCET cap found at the southeast corner of a called 0.6336 acre tract (Water Tank Site) recorded in Volume 3516, Page 509 (O.P.R.H.C.T.);

THENCE, departing the north right-of-way line of said F.M. 1626, with the east line of said 0.6336 acre tract (Water Tank Site), **N35°59'48"E**, a distance of **159.94** feet to a 1/2-inch iron rod with DOUCET cap found for the northeast corner of said 0.6336 acre tract and being the southeast corner of said 2.222 acre tract, Pump Station Expansion tract:

THENCE, with the east and north lines of the aforementioned 2.222 acre tract, the following two calls and distances:

- 1) **N35°57'50"E**, a distance of **241.16** feet to a 1/2-inch iron rod with "CP&Y" cap found for the northeast corner of said 2.222 acre tract;
- 2) **N53°59'17"W**, a distance of **269.49** feet to **THE POINT OF BEGINNING** hereof and containing 49.6925 Acres (2,164,606 Square Feet) more or less.

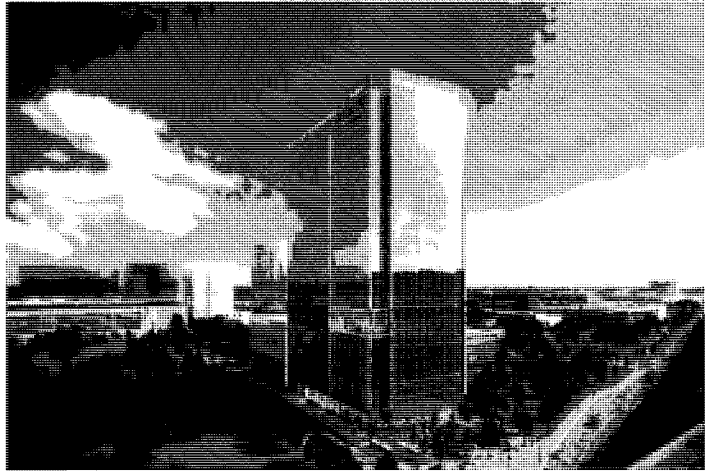
NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306_49 Acres.dwg)

Paul N. Guerrero, RPLS #5992
4Ward Land Surveying, LLC
TBPLS Firm #10174300

**Exhibit B-1
Development Standards
(Residential and Mixed-Use)**

**Exhibit B-1
Development Standards
(Residential and Mixed-Use)**



Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

**Exhibit B-2
Development Standards
(Retail)**

**Exhibit B-2
Development Standards
(Retail)**



Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

**Exhibit B-3
Development Standards
(Office)**

**Exhibit B-3
Development Standards
(Office)**



Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

Exhibit C
PUD Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS CODE OF ORDINANCES, REZONING APPROXIMATELY 32 ACRES OF LAND FROM “RS” (RETAIL AND SERVICES), APPROXIMATELY 67 ACRES OF LAND FROM “R-3-3” (MULTIFAMILY APARTMENTS RESIDENTIAL 3), AND 56 ACRES OF LAND FROM “W” (WAREHOUSE) TO “PUD” (PLANNED UNIT DEVELOPMENT) COLLECTIVELY CONSISTING OF APPROXIMATELY 155 ACRES OF LAND FOR PROPERTY LOCATED AT 3040 KYLE CROSSING, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; MAKING FINDINGS OF FACT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the owner of the property described hereinafter (the “Property”) has requested that the Property be rezoned from zoning districts “RS” (Retail and Services), “R-3-3” (Multifamily Apartments Residential 3) and “W” (Warehouse) to zoning district “PUD” (Planned Unit Development);

WHEREAS, after giving ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission of the City of Kyle, Texas held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council of the City of Kyle, Texas (“City Council”); and

WHEREAS, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired.

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

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

SECTION 2. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 155 acres from “RS” (Retail and Services), “R-3-3” (Multifamily Apartments Residential 3) and “W” (Warehouse) to Planned Unit Development “PUD” for property located at 1500 E FM 150, Hays County, Texas and the property location map labeled Attachment “A” as more particularly described by metes and bounds in Attachments “A-1” (hereinafter referred to as the “Lake Park Tract”) and “A-2” (hereinafter referred to as the “Hospital Tract”). .

SECTION 3. 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, as shown in Attachment “A” and by proper endorsement indicate the authority for said notation.

SECTION 4. The associated PUD standards and land plans are attached as Attachments “B”, “B-1”, and “B-2”, and the PUD standards will control over portions of City of Kyle development code where such standards vary from the City of Kyle requirements.

SECTION 5. 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 6. 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 7. 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 _____, 2023, 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 _____, 2023, 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 _____, 2023.

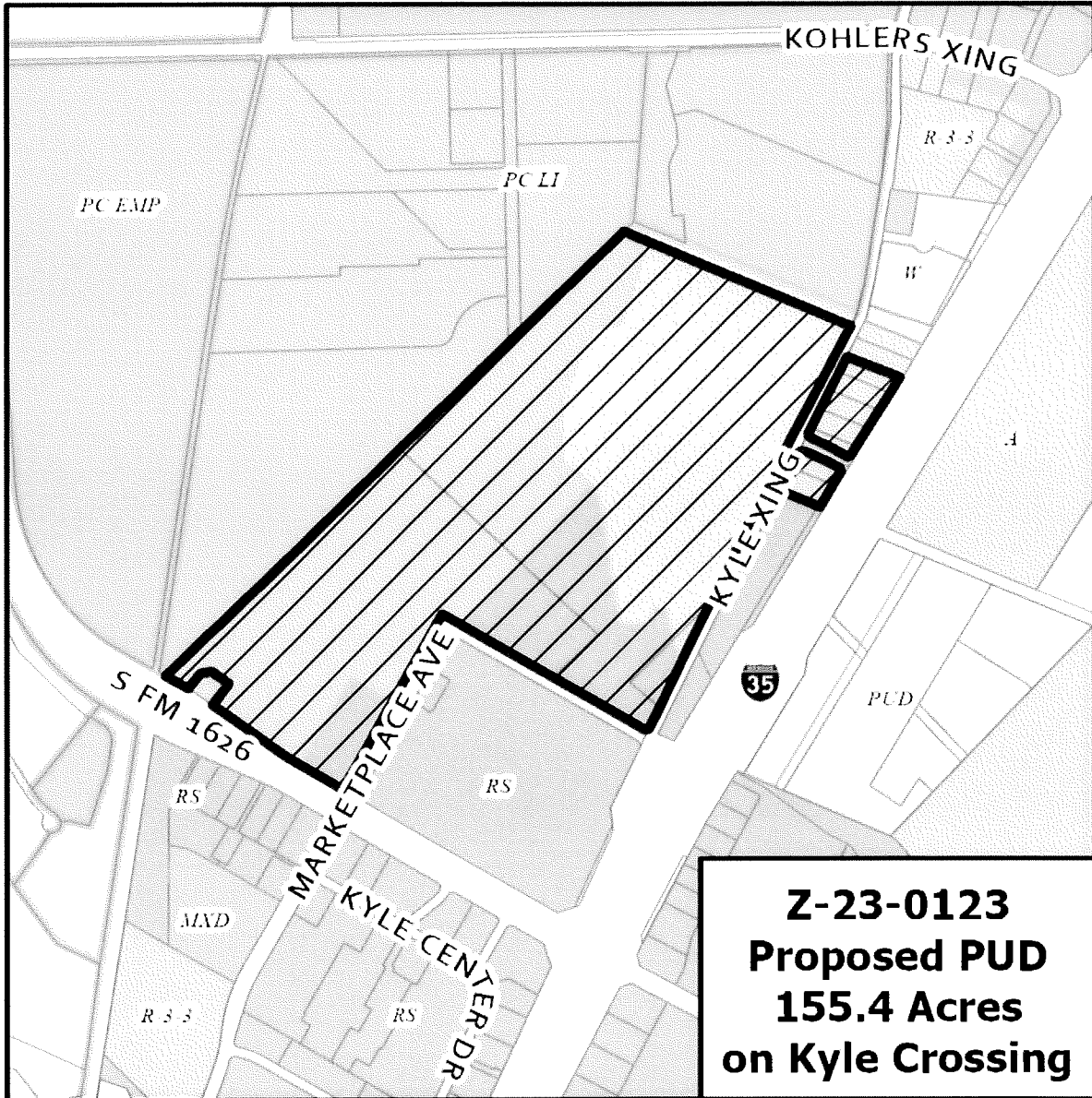
ATTEST:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

Attachment "A"

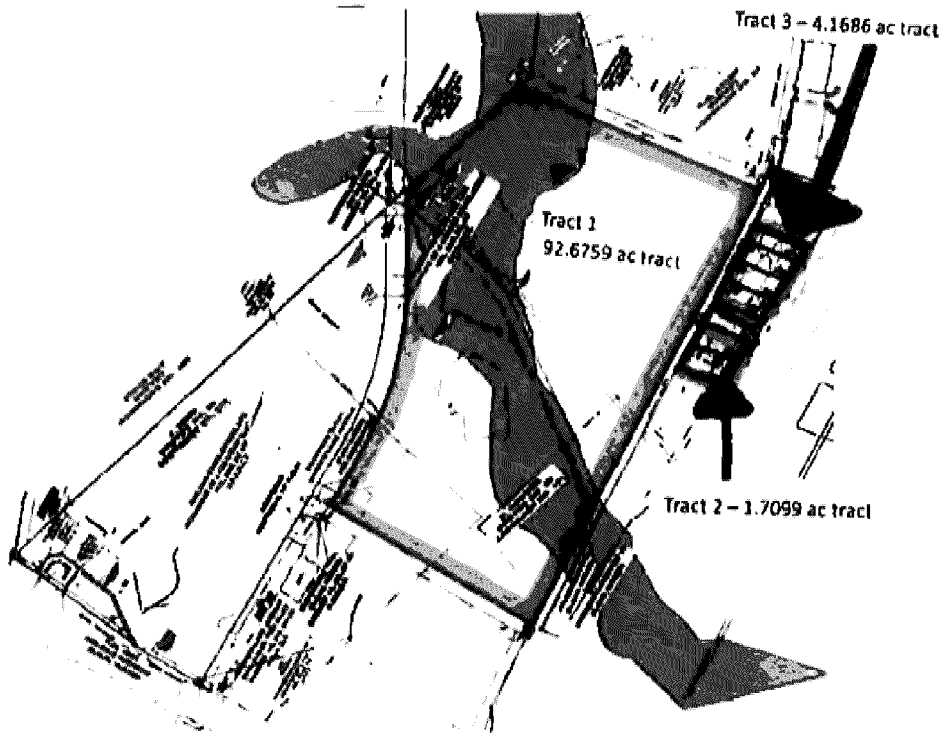
Location Map



Attachment "A-1"
Property Description

EXHIBIT "A"

Three tracts of land located in Hays County, Texas, with Tract One containing 92.6759 acres as more particularly described by metes and bounds description set forth on Exhibit "A-1" attached hereto, Tract Two containing 1.7099 acres as more particularly described on Exhibit "A-2" attached hereto, and Tract Three containing 4.1686 acres of land as more particularly described on Exhibit "A-3" attached hereto, all as depicted below.



Kyle/eng/DA/Exhibit A v03

EXHIBIT "A-1"

EXHIBIT "A-1"

John King Survey, Abstract No. 276
 Dan Downer Survey, Abstract No. 151
 Thomas G. Allen Survey, Abstract No.

Legal Description

BEING A TRACT OF LAND CONTAINING 92.6759 ACRES (4,036,961 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276, THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151, AND THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, AND BEING THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 677 (O.P.R.H.C.T.), SAID 92.6759 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
 Austin, TX 78769
 512.337.2984
www.awardls.com

BEGINNING, at a 1/2" iron rod with "AWARD BOUNDARY" cap set in the northwest line of said 126.130 acre tract, being the southeast line of Lot 2, Block A of Plum Creek Phase I, Section 7B, recorded in Document No. 21021024 of the Plat Records of Hays County, Texas (P.R.H.C.T.), for the west corner of a 2.735 acre tract conveyed to Majestic Kyle, LLC in Document No. 20027520 (O.P.R.H.C.T.) and the north corner hereof, from which a 1/2-inch iron rod found at the common corner of said 2.735 acre tract, said 126.130 acre tract and Lot 3 of Majestic Industrial Park (recorded in Document No. 2018025013 (P.R.H.C.T.)) bears N45°04'39"E a distance of 87.09 feet;

THENCE, over and across said 126.130 acre tract, with the south line of said 2.735 acre tract, S67°08'34"E, a distance of 1,505.25 feet to a calculated point on curve, being the west line of Parcel No. 3, a 0.390 acre right-of-way dedication recorded in Volume 2941, Page 666 (O.P.R.H.C.T.) and the current west right-of-way line of Kyle Crossing (right-of-way varies), and the east corner hereof;

THENCE, with the west line of said Parcel No. 3, being the west right-of-way of Kyle Crossing, the following three (3) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is 937.00 feet, whose arc length is 10.75 feet and whose chord bears S26°31'22"W, a distance of 10.75 feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said Parcel No. 3 and an angle point hereof;
- 2) S26°52'25"W, a distance of 766.14 feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said Parcel No. 3 and an angle point hereof;
- 3) S16°28'10"W, a distance of 939.44 feet to a 1/2-inch iron rod with LOOMIS cap found at the southwest corner of said Parcel No. 3, same being the northwest corner of Parcel No. 3, a 0.055 acre right-of-way dedication recorded in Volume 2941, Page 666 (O.P.R.H.C.T.), being an angle point hereof;

THENCE, with the west line of said Parcel No. 3, being the west right-of-way of said Kyle Crossing, the following two (2) courses and distances:

- 1) S26°51'41"W, a distance of 240.29 feet to a calculated point for an angle point in said Parcel No. 1 and an angle point hereof;

- 2) $S24^{\circ}23'48''W$, a distance of 159.37 feet to a calculated point for the south corner of said Parcel No. 4 and an angle point hereof;

THENCE, with the east line of said 126.130 acre tract and the west right-of-way line of said Kyle Crossing, $S27^{\circ}03'31''W$, a distance of 639.76 feet to a calculated point at the north end of a curve return at the intersection of the west right-of-way line of said Kyle Crossing and the north right-of-way line of Old Bridge Trail (right-of-way varies) dedicated in Final Plat of Kyle Marketplace Section 1 recorded in Cabinet 14, Pages 84-85 (P.R.H.C.T.);

THENCE, with the northeast right-of-way line of said Old Bridge Trail the following three (3) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is 30.00 feet, whose arc length is 48.61 feet and whose chord bears $S73^{\circ}28'20''W$, a distance of 43.46 feet to a calculated point on the northeast right-of-way of said Old Bridge Road;
- 2) $N60^{\circ}06'20''W$, a distance of 1,281.89 feet to a calculated point for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is 25.00 feet, whose arc length is 39.28 feet and whose chord bears $N15^{\circ}05'58''W$, a distance of 35.36 feet to 5/8" iron rod with "SAM" cap found at a point of tangency on the proposed east right-of-way line of the Marketplace Avenue extension (120' right-of-way).

THENCE, over and across said 70.657 acre tract and said 126.130 acre tract, with the proposed east right-of-way line of said Marketplace Avenue extension, the following three (3) courses and distances:

- 1) $N29^{\circ}54'24''E$, a distance of 321.94 feet to a 5/8" iron rod with "SAM" cap found at a point of curvature to the left;
- 2) Along the arc of said curve to the left, whose radius is 1,860.00 feet, whose arc length is 1,007.29 feet and whose chord bears $N14^{\circ}23'32''E$, a distance of 995.03 feet to 5/8" iron rod with "SAM" cap found at a point of tangency;
- 3) $N01^{\circ}07'20''W$, a distance of 849.05 feet to a 5/8" iron rod with "SAM" cap found in the northwest line of said 126.130 acre tract, being the southeast line of said Lot 2, of Plum Creek Phase 1, Section 7B;

THENCE, with the northwest line of said 126.130 acre tract, being the southeast line of said Lot 2 $N46^{\circ}04'39''E$, a distance of 846.48 feet to **THE POINT OF BEGINNING** hereof and containing 92,6759 Acres (4,036,901 Square Feet) more or less

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)


9/7/23
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC
TBPLS Firm #10174300

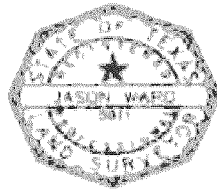


EXHIBIT "A-2"

EXHIBIT "A-2"

Dan Downer Survey, Abstract No. 151

Legal Description

BEING A TRACT OF LAND CONTAINING 1.7099 ACRES (74,482 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE DAN DOWNER SURVEY NO. 21, ABSTRACT NO. 151, AND BEING A PORTION OF LOTS 1, 2 AND 3 OF KYLE INDUSTRIAL PARK, RECORDED IN VOLUME 3, PAGE 364, PLAT RECORDS OF HAYS COUNTY TEXAS (P.R.H.C.T.) AND CONVEYED TO SHELDON TANGLEWOOD, LTD. IN VOLUME 3080, PAGE 586 OF THE DEED RECORDS OF HAYS COUNTY TEXAS (D.R.H.C.T.), SAID 1.7099 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a 1/2-inch iron rod with TXDOT cap found on the south line of said Lot 1 for the southwest corner of Parcel No. 15, a 0.112 acre right-of-way donation recorded in Volume 3823, Page 861 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), being at the intersection of the west right-of-way line of Interstate Highway 35 and the north right-of-way line of a County Road (abandoned - not in use) recorded in said Kyle Industrial Park Subdivision.

THENCE, with the south line of said Lot 1, the north line of said abandoned County Road N67°35'37"W, a distance of 259.79 feet to a calculated point for the southwest corner of said Lot 1, being on the east right-of-way line of Kyle Crossing (right-of-way varies), a.k.a. County Road No. 210.

THENCE, N16°56'56"E, with the east right-of-way line of said Kyle Crossing, being the west line of said Lot 1, at a distance of 143.92 feet passing a 1/2-inch iron rod found at the common corner of said Lots 1 and 2 and continuing with the west line of said Lot 2, for a total distance of 273.64 feet to a calculated point for a non-tangent point of curvature at the southwest corner of a 0.5397 acre tract (proposed right-of-way) conveyed to Hays County Texas by Donation Deed recorded in Volume 4060, Page 25 (O.P.R.H.C.T.).

THENCE, With the south line of said 0.5397 acre tract, over and across said Lot 2 and partially in said Lot 3, the following five (5) courses and distances:


- 1) Along the arc of a curve to the right, whose radius is 27.00 feet, whose arc length is 26.54 feet and whose chord bears N80°49'11"E, a distance of 25.48 feet to a calculated point for an angle point hereof.
- 2) S63°28'39"E, a distance of 165.16 feet to calculated point, for an angle point.
- 3) Along the arc of a curve to the right, whose radius is 260.00 feet, whose arc length is 21.40 feet and whose chord bears S61°04'13"E, a distance of 21.39 feet to a calculated point for a point of tangency hereof.
- 4) S58°42'47"E, a distance of 60.71 feet to a calculated point for an angle point hereof.

- 5) $S33^{\circ}07'06''E$ a distance of 20.88 feet to a calculated point on the west line of Parcel No. 14, a 0.099 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), being the west right-of-way line of said Interstate Highway 35.

THENCE, with the west line of said Parcel No. 14, $S33^{\circ}32'53''W$, at a distance of 99.90 feet passing a 1/2-inch iron rod with TXDOT cap found on the common line of Lots 1 and 2, for the common corner of said Parcel 14 and Parcel 15, a 0.113 acre right-of-way donation, also recorded in Volume 3823, Page 861 (O.P.R.H.C.T.) and continuing for a total distance of 246.03 feet to the POINT OF BEGINNING hereof and containing 1.7099 Acres (74,382 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)


 12/1/21
 Jason Ward, RPLS #5511
 4Ward Land Surveying, LLC
 TBPLS Firm #10174300

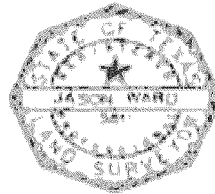
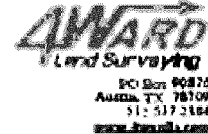


EXHIBIT "A-3"

EXHIBIT A-3

John King Survey, Abstract No. 276
Dan Downer Survey, Abstract, No. 151Legal Description

BEING A TRACT OF LAND CONTAINING 4.1686 ACRES (181,586 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276 AND THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151, AND BEING A PORTION OF LOTS 3, 4, 5, 6 AND 7 OF KYLE INDUSTRIAL PARK, RECORDED IN VOLUME 3, PAGE 364, PLAT RECORDS OF HAYS COUNTY TEXAS (P.R.H.C.T.) AND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 3080, PAGE 586 (LOTS 3 AND 4), VOLUME 2926, PAGE 107 (LOT 5) AND VOLUME 3117, PAGE 715 (LOTS 6 AND 7), ALL OF THE OFFICAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.T.), SAID 4.1686 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a 1/2-inch iron rod with TXDOT cap found on the north line of said Lot 7, for the northwest corner of Parcel No. 10, a 0.106 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), being the west right-of-way line of Interstate Highway 35 (right-of-way varies).

THENCE, S32°32'53"W, with the west right-of-way of said Interstate Highway 35, at a distance of 375.56 passing a 1/2-inch iron rod with TXDOT cap found on the common line of said Lots 4 and 5, at the common corner of Parcel 11, a 0.068 acre right-of-way donation and Parcel 12, a 0.076 acre right-of-way donation, recorded in Volume 3823, Page 861 (O.P.R.H.C.T.), and continuing with the west lines of said Parcel 12 and Parcel 13, a 0.087 acre right-of-way donation recorded in Volume 3823, Page 763 (O.P.R.H.C.T.) for a total distance of 574.51 feet to a calculated point on the west line of said Parcel 13, being the west right-of-way line of said Interstate Highway 35 and the northeast corner of a 0.5397 acre tract (proposed right-of-way) conveyed to Hays County Texas by Donation Deed recorded in Volume 4080, Page 25 (O.P.R.H.C.T.).

THENCE, With the north line of said 0.5397 acre tract (proposed right-of-way) over and across said Lot 3, the following five (5) courses and distances:

- 1) S76°52'54"W, a distance of 21.53 feet to a calculated point, for an angle point hereof.
- 2) N48°42'47"W, a distance of 61.37 feet to a calculated point for a point of curvature hereof.
- 3) Along the arc of a curve to the left, whose radius is 140.00 feet, whose arc length is 17.98 feet and whose chord bears N61°04'13"W, a distance of 27.97 feet to a calculated point for a point of tangency hereof.
- 4) N63°25'39"W, a distance of 164.99 feet to a calculated point for a point of curvature hereof.
- 5) Along the arc of a curve to the right, whose radius is 27.00 feet, whose arc length is 25.77 feet and whose chord bears N36°04'56"W, a distance of 24.80 feet to a calculated point on the west line of said Lot 3, being the east right-of-way line of Kyle Crossing (right-of-way varies), aka County Road No. 210, for the west corner hereof.

P:\01306\Metes & Bounds & Certifications\01306 Lots 3,7 Kyle Industrial Park.docx Page 1 of 2

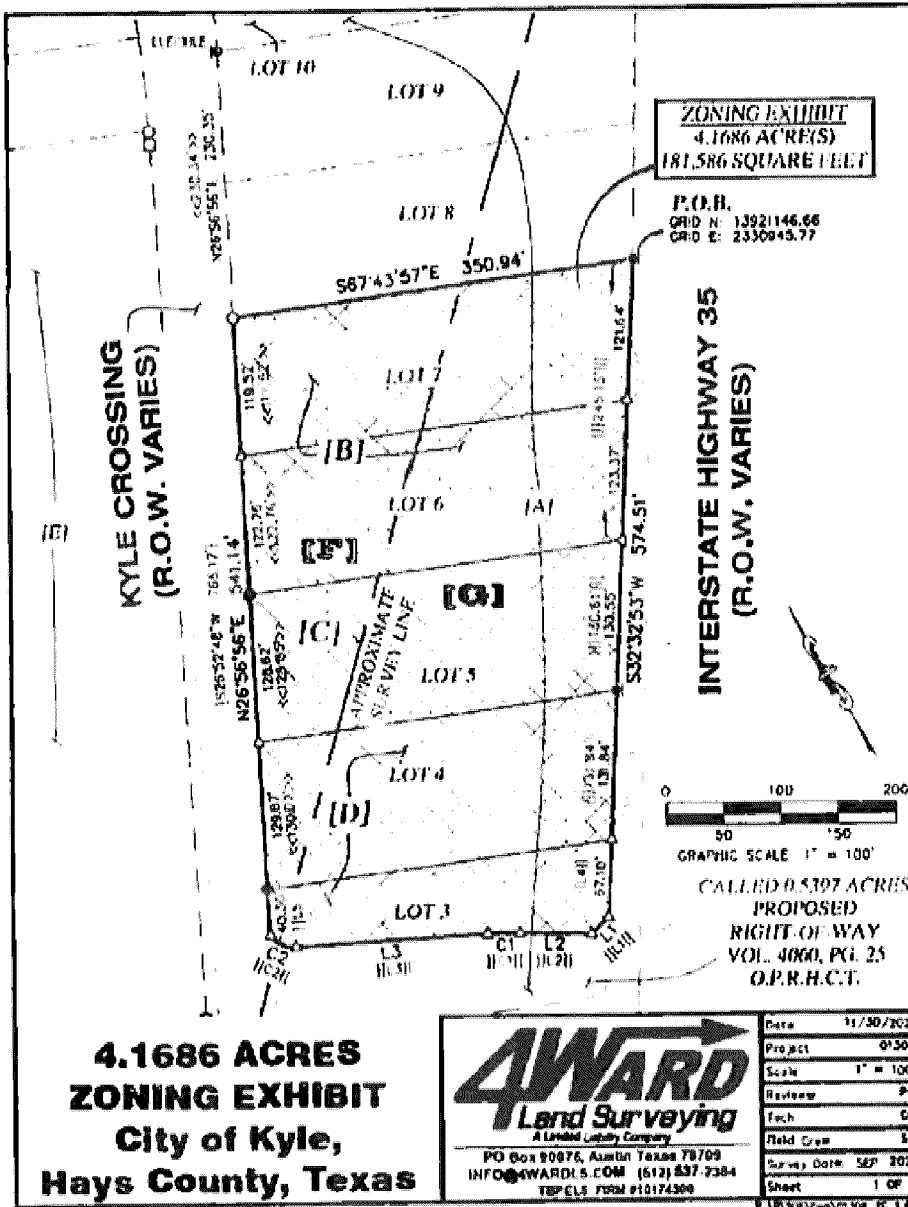
Kyle/eng/DA/exhibit A v03

THENCE, with the east right-of-way line of said Kyle Crossing and the west line of said Lot 3, **N26°56'56"E**, at a distance of 40.36 feet passing a 1/2-inch iron rod found at the common corner of Lots 3 and 4, and continuing with the west lines of Lots 4 and 5, at a distance of 298.85 feet passing a 1/2-inch iron rod found at the common corner of Lots 5 and 6, and continuing with the west lines of Lots 6 and 7, for a total distance of **541.14** feet to a calculated point at the northwest corner of said Lot 7, from which a 1/2-inch iron rod found at the common corner of Lots 9 and 10 bears, **N26°56'56"E** a distance of 230.35 feet;

THENCE, with the north line of said Lot 7 and the south line of Lot 8 of said Kyle Industrial Park, **S67°43'57"E**, a distance of **350.94** feet to the **POINT OF BEGINNING** hereof and containing 4.1686 Acres (181,586 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306.dwg)



Kyle/eng/DA/Exhibit A v02

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	340.00'	27.98'	4°42'53"	N61°04'13"W	27.97'
C2	27.00'	25.77'	54°40'41"	N36°04'56"W	24.80'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
[[C1]]	340.00'	27.98'	4°42'53"	N61°00'27"W	27.97'
[[C2]]	27.00'	25.77'	54°40'43"	N36°01'10"W	24.80'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S70°52'54"W	21.53'
L2	N58°42'47"W	62.37'
L3	N63°25'38"W	184.89'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[[L1]]	S70°08'40"W	21.43'
[[L2]]	N58°38'01"W	62.37'
[[L3]]	N63°21'53"W	164.09'
[[L4]]	N52°32'26"E	67.15'
[[L5]]	N26°54'31"E	40.36'

(A)
 KYLE INDUSTRIAL
 PARK
 VOL. 3, PG. 364
 P.R.H.C.T.

(H)
 SHELDON-
 TANGLEWOOD, LTD.
 REMAINDER OF A
 CALLED 126.130 ACRES
 VOL. 2493, PG. 677
 O.P.R.H.C.T.

(F)
**J. KING
 SURVEY
 NO. 20
 ABSTRACT
 NO. 276**

(B)
**SHELDON-
 TANGLEWOOD, LTD.
 VOL. 3227, PG. 715
 O.P.R.H.C.T.**

(C)
**SHELDON-
 TANGLEWOOD, LTD.
 VOL. 2926, PG. 107
 O.P.R.H.C.T.**

(D)
**SHELDON-
 TANGLEWOOD, LTD.
 VOL. 3080, PG. 586
 O.P.R.H.C.T.**

(G)
**D. DOWNER
 SURVEY
 NO. 22
 ABSTRACT
 NO. 151**


**4.1686 ACRES
 ZONING EXHIBIT
 City of Kyle,
 Hays County, Texas**

4WARD
Land Surveying
 A Limited Liability Company
 PO Box 90876, Austin Texas 78709
 INFO@4WARDS.COM (512) 537-2384
 TRIPLE FURN #10174300

Date	11/30/2021
Project	01306
Scale	1" = 100'
Revised	PG
Tech	CC
Field Crea	SV
Survey Date	SEP 2021
Sheet	2 OF 3

LEGEND

	PROPERTY LINE
EXISTING PROPERTY LINES	
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	IRON ROD WITH "1000" CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
■	TRDOT TYPE I CONCRETE MONUMENT FOUND
□	TRDOT TYPE II 5/8" IRON ROD ALUMINUM CAPPED FOUND
P.O.B	POINT OF BEGINNING
VOL. / PG	VOLUME, PAGE
CAB. / SQ.	CABINET, SHEET
DOC. NO.	DOCUMENT NUMBER
R.O.W	RIGHT-OF-WAY
P.P.T.C.T	PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.P.T.C.T	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.P.T.C.T	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.P.T.C.T	DEED RECORDS, TRAVIS COUNTY, TEXAS
I	RECORD INFORMATION PER DEED VOL. 2811 PG. 664
II	RECORD INFORMATION PER DEED VOL. 1040 PG. 29
<	RECORD INFORMATION PER DEED DOC. NO. 20027570
III	RECORD INFORMATION PER DEED VOL. 3423 PG. 867
<<	RECORD INFORMATION PER PLAT VOL. 3, PG. 364



San. Akab
12/01/2021

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000100784286.


2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

4.1686 ACRES

ZONING EXHIBIT

City of Kyle,

Hays County, Texas



4WARD
Land Surveying
A Limited Liability Company

PO Box 60876, Austin Texas 78706
INFO@4WARDLS.COM (512) 637-7384
TSPELS FOUR #10174300

Date	12/01/2021
Project:	01308
Scale	1" = 100'
Paralel:	PG
Tech:	CC
Field Crew:	SV
Survey Date:	5/27/2021
Sheet:	3 OF 3

Kyle/eng/OA/Exhibit A v02

Attachment "A-2"
Property Description

EXHIBIT "A"
PROPERTY DESCRIPTION

John King Survey, Abstract No. 276

Legal Description

BEING A TRACT OF LAND CONTAINING 49.6925 ACRES (2,164,606 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276 AND BEING THE REMAINDER OF A CALLED 70.657 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND THE REMAINDER OF A CALLED 126.130 ACRE TRACT OF LAND CONVEYED TO SHELDON-TANGLEWOOD, LTD. IN VOLUME 2495, PAGE 677 (O.P.R.H.C.T.), SAID 49.6925 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
www.awards.com

BEGINNING, at a 1/2-inch iron rod with "CP&Y" cap found on the southeast line of Lot 4, Block A of Plum Creek Phase 1, Section 7C, recorded in Document No. 20028511 of the Plat Records of Hays County, Texas (P.R.H.C.T.), being the northwest line of said remainder of a called 70.657 acre tract, at the northwest corner of a called 2.222 acre tract, donated to the City of Kyle for Pump Station Expansion (surveyed July 26, 2023 by CP&Y, Inc.); from which a 1/2-inch iron rod with "BCG" cap found on the north right-of-way line of Farm-to-Market (F.M.) 1626, a.k.a. Kyle Parkway (right-of-way varies), at the most southerly southeast corner of said Lot 4 and the southwest corner of said called 2.222 acre tract bears, S46°04'39"W, a distance of 428.66 feet;

THENCE, with the southeast line of said Lot 4 and in part with the northwest line of said 70.657 acre tract and in part with the northwest line of said 126.130 acre tract, N46°04'39"E, a distance of 2,467.79 feet to a 1/2-inch iron rod with "SAM" cap found on said line for the west right-of-way line of the proposed Marketplace Avenue extension (120' right-of-way), from which a 1/2-inch iron rod with "LAND DBV" cap found at the northeast corner of said Lot 4, also being in the existing west right-of-way of Marketplace Avenue (80' right-of-way) as recorded in Cabinet 14, Slide 34-35, (P.R.H.C.T.), bears N46°04'39"E a distance of 27.85 feet;

THENCE, departing said line, over and across said 70.657 acre tract and said 126.130 acre tract, with the west right-of-way line of said proposed Marketplace Avenue extension the following three (3) courses and distances:

1. S01°07'20"E, a distance of 437.92 feet to a 1/2-inch iron rod with "SAM" cap found, for a point of curvature of a curve to the right;
2. Along the arc of said curve to the right, whose radius is 1,740.00 feet, whose arc length is 942.30 feet and whose chord bears S14°23'32"W, a distance of 930.83 feet to a 1/2-inch iron rod with "SAM" cap found at point of tangency;
3. S29°24'24"W, a distance of 1,553.83 feet to a 1/2-inch iron rod with "SAM" cap found at the north end of a cut back of said proposed Marketplace Avenue and the north right-of-way line of said F.M. 1626, being 10 feet west of the existing west right-of-way of Marketplace Avenue dedicated in the Final Plat of Kyle Marketplace Section 1, recorded in Cabinet 14, Pages 84-85 (P.R.H.C.T.);

THENCE, along said cut back, S74°48'58"W, a distance of 42.77 feet to a 1/2-inch iron rod with "SAM" cap found on the north right-of-way line of said F.M. 1626, being the south line of said 70.657 acre tract;

THENCE, with the north right-of-way line of said F.M. 1626, being the south line of said 70.657 acre tract, the following two (2) courses and distances:

- 1) **N60°10'32"W**, a distance of **352.26** feet to a 5/8-inch iron rod with aluminum TXDOT cap found at an angle point in said line;
- 2) **N54°00'02"W**, a distance of **557.15** feet to a 1/2-inch iron rod with DOUCET cap found at the southeast corner of a called 0.6336 acre tract (Water Tank Site) recorded in Volume 3516, Page 509 (O.P.R.H.C.T.);

THENCE, departing the north right-of-way line of said F.M. 1626, with the east line of said 0.6336 acre tract (Water Tank Site), **N35°59'48"E**, a distance of **159.94** feet to a 1/2-inch iron rod with DOUCET cap found for the northeast corner of said 0.6336 acre tract and being the southeast corner of said 2.222 acre tract, Pump Station Expansion tract:

THENCE, with the east and north lines of the aforementioned 2.222 acre tract, the following two calls and distances:

- 1) **N35°57'50"E**, a distance of **241.16** feet to a 1/2-inch iron rod with "CP&Y" cap found for the northeast corner of said 2.222 acre tract;
- 2) **N53°59'17"W**, a distance of **269.49** feet to **THE POINT OF BEGINNING** hereof and containing 49.6925 Acres (2,164,606 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2021. 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 1.000100784266. See attached survey map (reference drawing: 01306_49 Acres.dwg)

Paul N. Guerrero, RPLS #5992
4Ward Land Surveying, LLC
TBPLS Firm #10174300

Attachment “B”

Lake Park and Hospital PUD

Development Standards

Section 1. General Provisions

(A) Project Described. The Lake Park and Hospital PUD shall be an urban, mixed-use development including a hospital, medical clinic, medical office, medical supply, pharmacy and health care related principal and accessory uses, and multifamily residential, condominium residential, senior living, assisted living, hotel, hotel/conference center, retail services, restaurant, entertainment, office, office condominium and other commercial uses in accordance with the overall land plan depicted herein (“Lake Park and Hospital PUD Overall Land Plan”).

(B) Project Enhancements. The Developer will provide the following enhancements in conjunction with the project:

- (1) donate approximately 5.291 acres for Marketplace Avenue;
- (2) donate 2.222-acre Tank Site tract simultaneously with the release of the existing Roadway Access Easement created when the original Tank Site was donated;
- (3) grant necessary easement(s) for the Vybe Trail
- (4) donate approximately 20 acres of mutually acceptable parkland and floodplain, the lake for Lake Park, and dedicate the Lake Park Trails and Vybe Trail through the Lake Park District;
- (5) Donate an approximately 4 acre Conference Center and Hotel site subject to a mutually agreed upon hotel master plan; and
- (6) provide a staging area for the Marketplace Avenue construction.

(C) Applicability. Development of and uses within the Lake Park and Hospital PUD shall conform to the limitations and conditions set forth herein. If the regulations of the Lake Park and Hospital PUD and the attached exhibits conflict with the City Code, the regulations set forth herein shall control. Except as otherwise specifically modified by the Lake Park and Hospital PUD, all other rules, regulations, and ordinances of the City in effect at the time of the permit applications apply to development within the Lake Park and Hospital PUD.

(D) Development Agreements. The Lake Park and Hospital PUD will be accompanied by Development Agreements with the City of Kyle, TX further establishing Development

Standards and agreements between the City of Kyle and the developer. Said agreements will include architectural standards and discussion of parkland dedication to the City.

Section 2. Development Standards

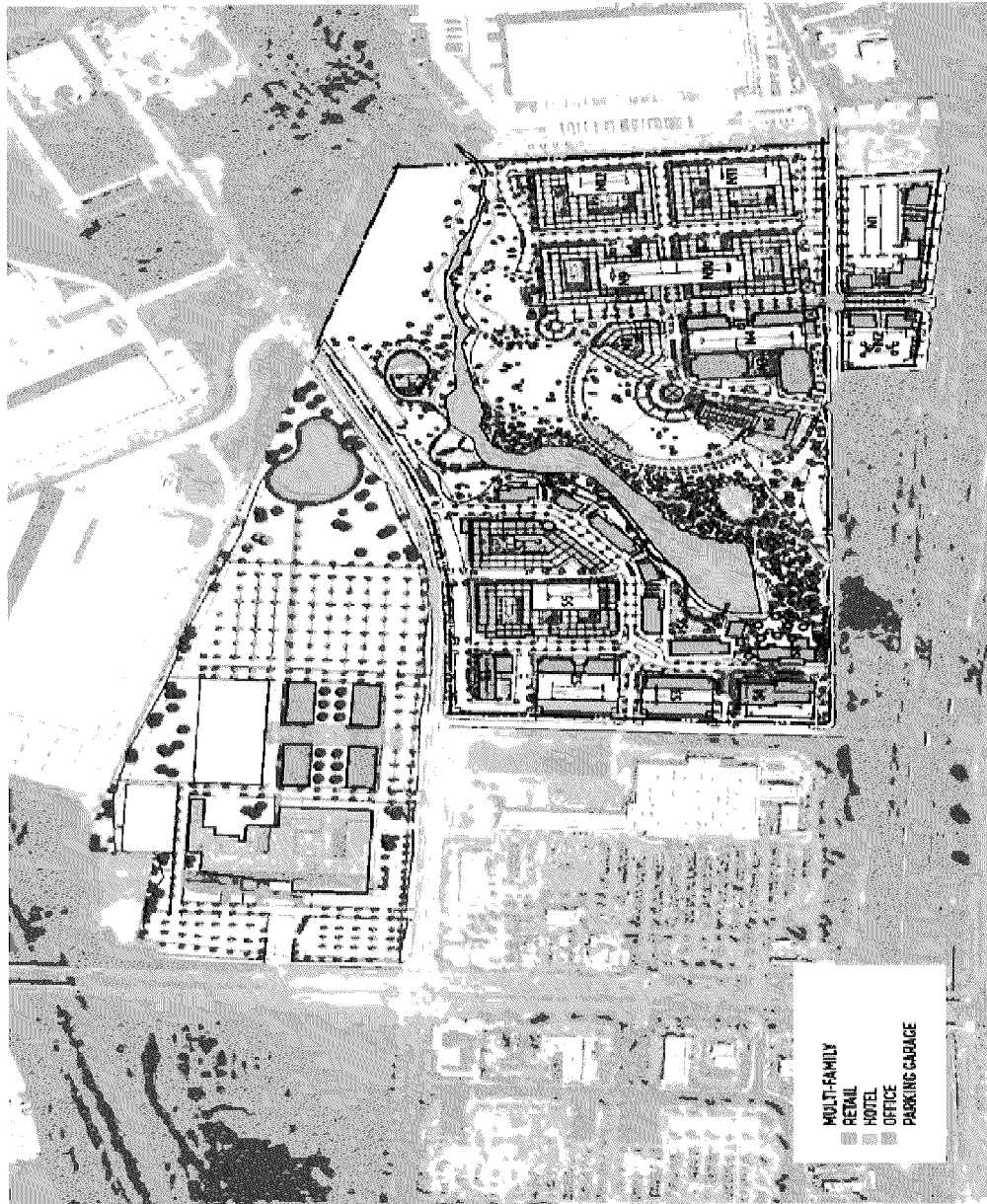
(A) Development Standards. The development standards for the Lake Park and Hospital PUD shall apply as follows:

(1) The Lake Park Tract Development Standards are set forth in Attachment “B-1” and shall be applicable to the property described in Attachment “A-1”; and

(2) The Hospital Tract Development Standards are set forth in Attachment “B-2” and shall be applicable to the property described in Attachment “A-2”.

(B) Hospital Tract Development. The Hospital Tract may develop as (a) HS, Hospital Services District for a Hospital Campus, as modified by this PUD Ordinance and the Hospital Campus Code Modifications included as Exhibit “D-1” in Attachment “A-2”; or (b) RS, Retail and Services District if the Hospital Campus is not developed and the Property is developed as the Mixed Use Development, as modified by this PUD Ordinance and the Mixed Use Development Code Modifications included as Exhibit “D-2” in Attachment “B-2”.

Lake Park and Hospital PUD Overall Land Plan



THE LAND PARK DISTRICT

Gensler

Attachment “B-1”

Lake Park Tract Development Standards

ATTACHMENT “B-1”

Development Standards for Lake Park Tract

1. **Property Description:** 92.6759 acres, per Metes and Bounds Description in **Attachment “A-1”** (the “Property”).
2. **Description of Project:** A mixed use development including multifamily residential, condominium residential, senior living, hotel, hotel/conference center, retail services, restaurant, entertainment, office, Office condominium and other commercial uses (“Mixed Use Development”).
3. **Zoning Base District:** RS, Retail and Services District, as modified by this PUD Ordinance and the Code Modifications included as **Exhibit “D”**.
4. **Permitted Uses:** The Mixed Use Development may include all uses authorized under the RS, Retail and Services District, as modified by this PUD Ordinance, the Code Modifications in **Exhibit “D”** and subject to the Prohibited Uses in **Exhibit “F”**. The following uses are additional permitted uses:
 - (1) Multi-family Residential (except walk-up type suburban style multi-family is prohibited)
 - (2) Condominium Residential
 - (3) 55 & Over (Active Community)
 - (4) Assisted Living
 - (5) Memory Care
 - (6) Nursing Home
 - (7) Restaurant With Bar/Outdoor Seating/Entertainment
 - (8) Medical and Dental Office
 - (9) Professional Office
 - (10) Hotel and or Conference Center
 - (11) Office Condominium
 - (12) Vertical Mixed Use Buildings

5. **Definition for “Vertical Mixed Use Building”**: “Vertical Mixed Use Building” for purposes of the PUD shall be defined as follows: “A mixed use building where the use on the ground floor is different from a use on an upper floor. The ground floor shall not consist of residential uses and is limited to retail, restaurant, or other commercial uses.” Vertical Mixed Use Buildings shall be developed in the Mixed Use Development within the Vertical Mixed Use Building Corridors in **Exhibit “G-3”**.

6. **Land Plan for Mixed Use Development**: included as **Exhibit “G-1”**.

7. **Project Density**: included as **Exhibit “G-2”**.

8. **Code Modifications for Lake Park Mixed Use Development**: included as **Exhibit “D”**.

9. **Prohibited Uses**: included as **Exhibit “F”**. Uses allowed on a conditional basis in the list of Prohibited Uses shall be Permitted Uses (Gas Station and Convenience Store, Liquor Stores, Veterinary Hospital, Medical/Dental, Freestanding Financial Institutions), subject to compliance with the applicable conditions.

10. **Development Standards for Mixed Use Development**: The exterior walls and surfaces of structures proposed for the Mixed Use Development shall be constructed in substantial accordance with **Exhibits “B-1”, “B-2” and “B-3”**, subject to applicable Code Modifications in **“Exhibit D”**. Exterior design and or materials changes may be made at Owner’s discretion based on factors including but not limited to the availability of materials and/or the cost of those materials, with the approval of the Planning Director. If Owner does not agree with the Planning Director’s decision, Owner shall submit a request for a Conditional Use Permit to the Planning and Zoning Commission for approval and file an appeal with City Council if the Planning and Zoning Commission does not approve the request.

11. **Amendment of Land Plan**: Owner may submit minor amendments to the Land Plans, including changes to the layout of uses, driveways, lots, and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with this PUD Ordinance. A minor amendment is an amendment that: (1) does not alter by more than ten (10) percent the total gross floor area allowed for the Mixed Use Development as shown on **Exhibit “G-2”**; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance and the Code Modifications; (3) does not increase the number of LUEs allotted under the Development Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plan. Further, Owner may amend the Land Plan to allow other uses permitted by the RS, Retail and Services District base zoning district, or the Code Modifications, subject to compliance with the Prohibited Uses in **Exhibit “F”**, and subject to application to and approval by the City Manager or the City Manager’s designated representative. Approval of the Owner’s application to allow other uses permitted by the applicable base district

or the Code Modifications shall be granted if the new use is consistent with the Project Description and if compliant with minor amendment conditions (1) through (4) above. Owner may appeal the denial of a requested amendment by the City Manager to the City's Planning Commission and the City Council. Any amendment that is not a minor amendment shall require approval of the City Council.

12. **Traffic Impact Fees.** The Project shall be exempt from all City traffic impact fees, other than the City's adjacent lane miles fees. The City shall not require a traffic impact analysis or study for the Project, or require any off-site traffic or roadway improvements.

13. **Signs.** Code Modifications relating to signs on the Property are as set forth in **Exhibit "D"**.

LIST OF EXHIBITS:

Exhibit A - Property Description

Exhibits B-1, B-2, B-3 – Development Standards

Exhibit D – Code Modifications and Waivers

Exhibit F – Prohibited Uses

Exhibit G-1- Land Plan

Exhibit G-2- Project Density

Exhibit G-3 VMU Corridors

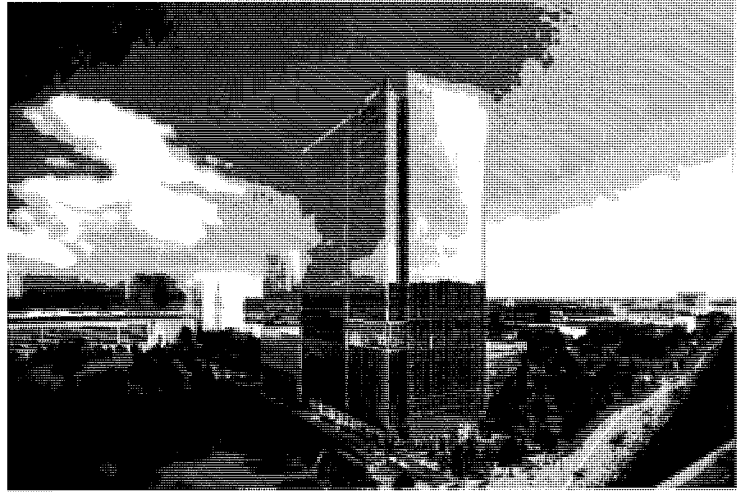
Exhibit A

Property Description

Same as Attachment A-1 provided above.

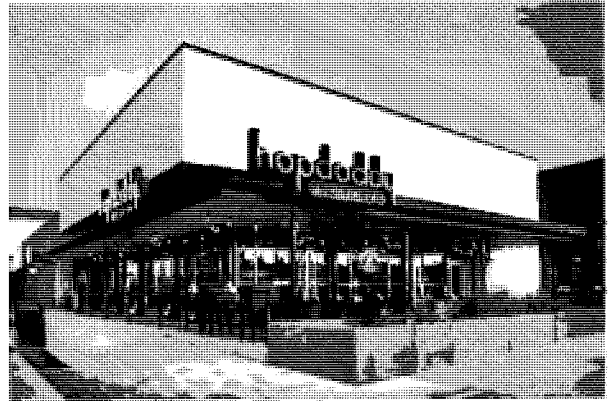
Exhibits B-1, B-2, B-3
Development Standards

**Exhibit B-1
Development Standards
(Residential and Mixed-Use)**



Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

**Exhibit B-2
Development Standards
(Retail)**



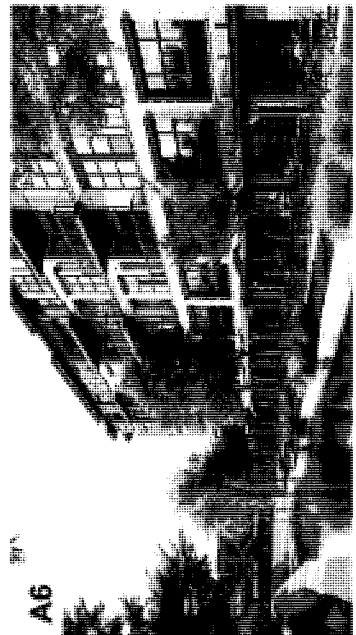
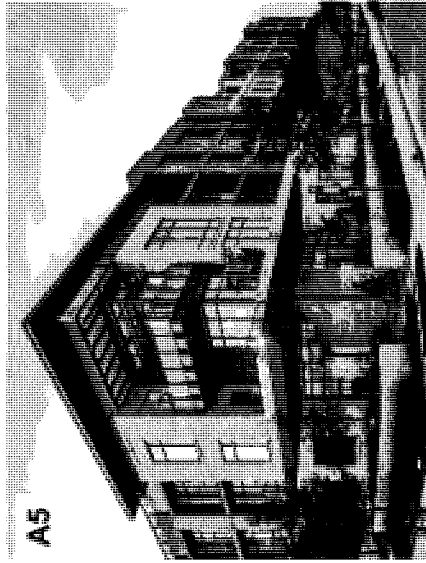
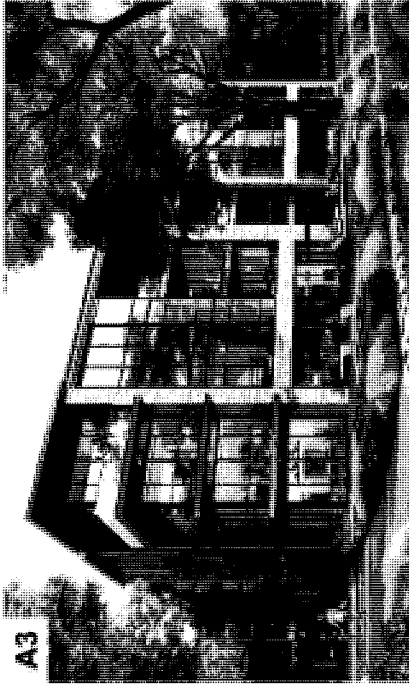
Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

**Exhibit B-3
Development Standards
(Office)**

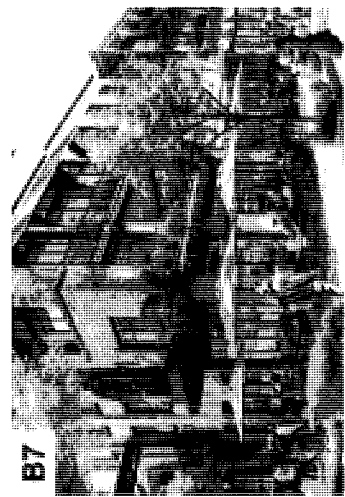
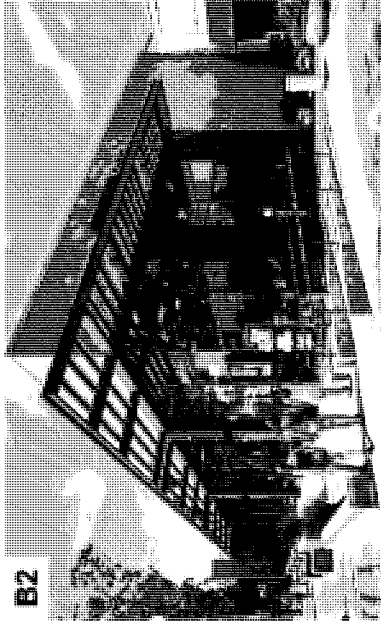


Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

MULTI-FAMILY
26

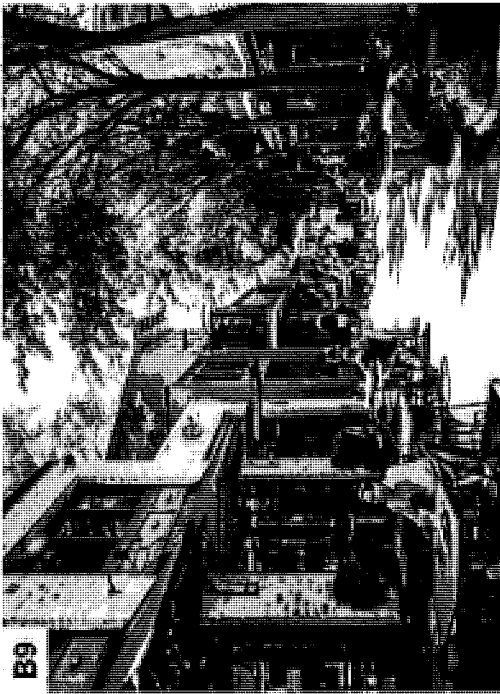


RETAIL
27





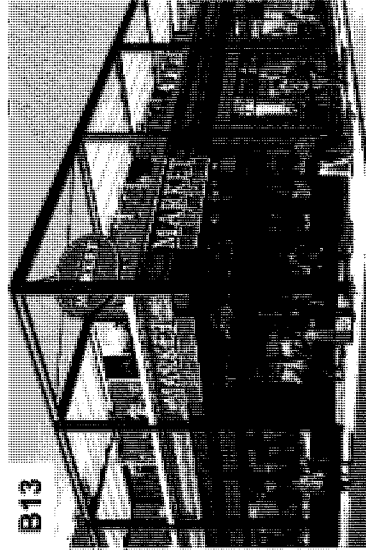
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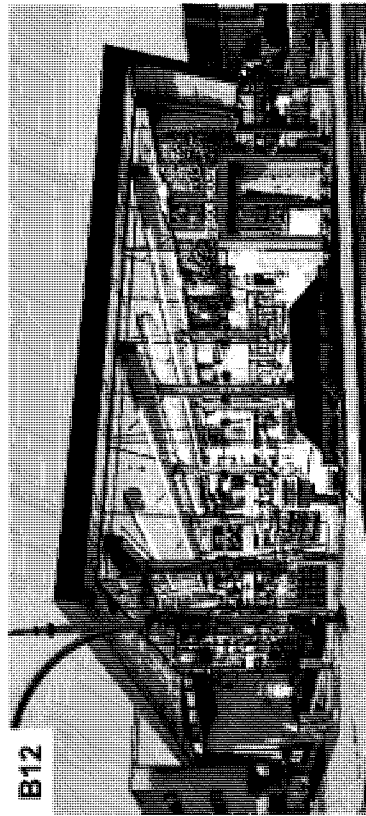
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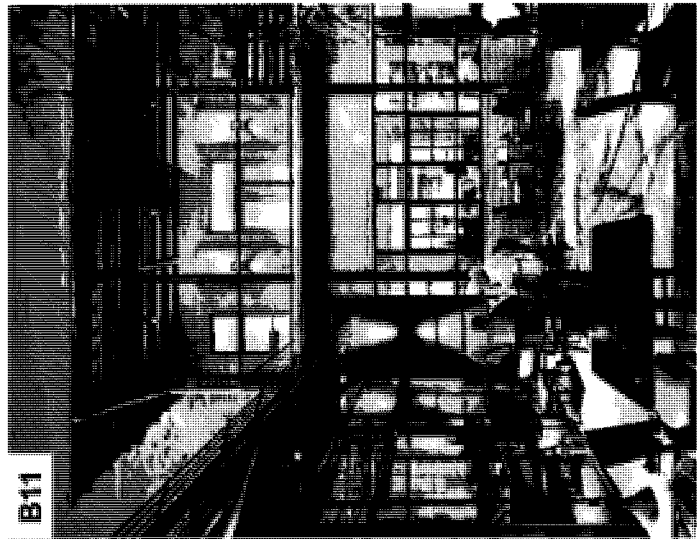
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B13

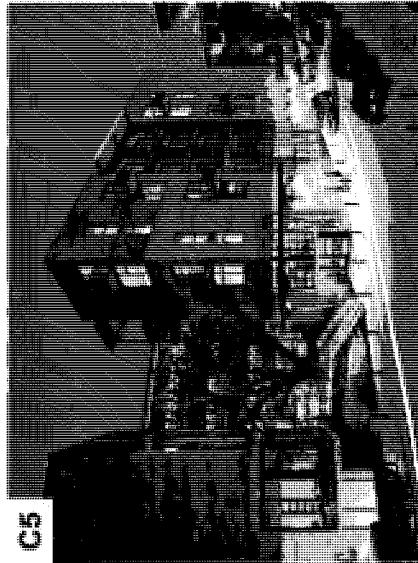
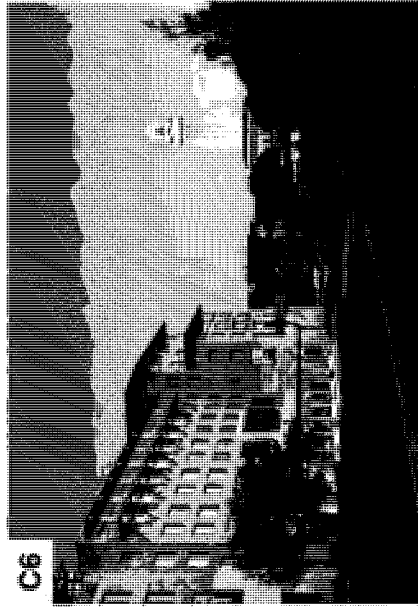
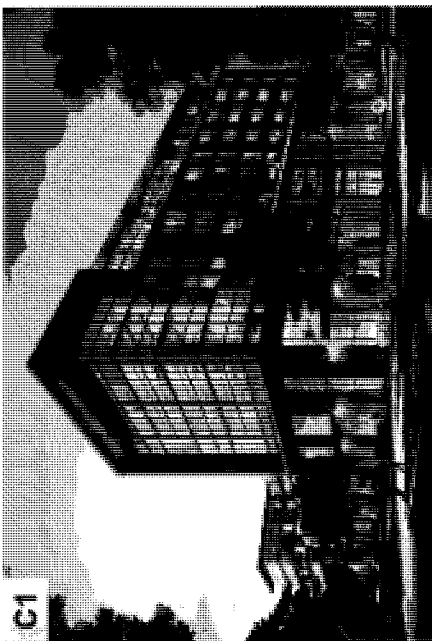
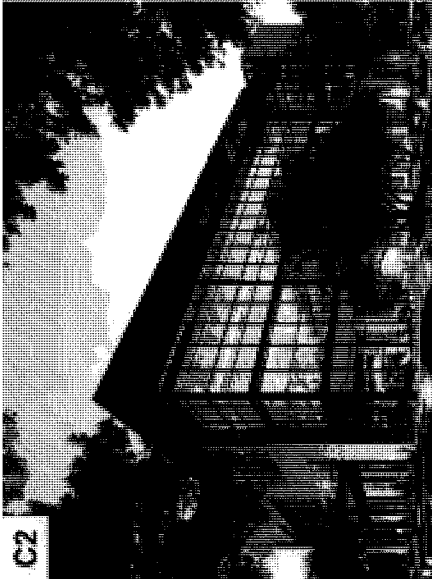


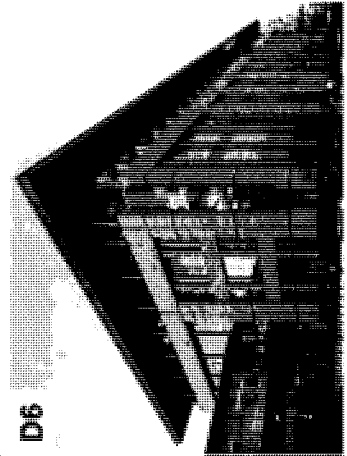
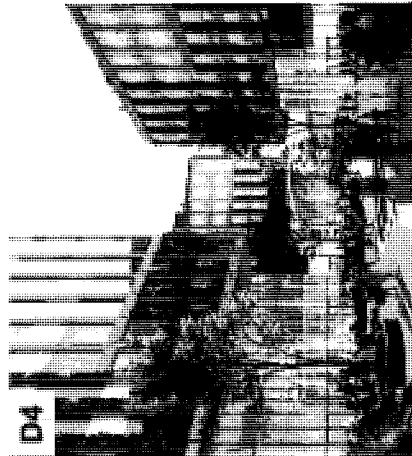
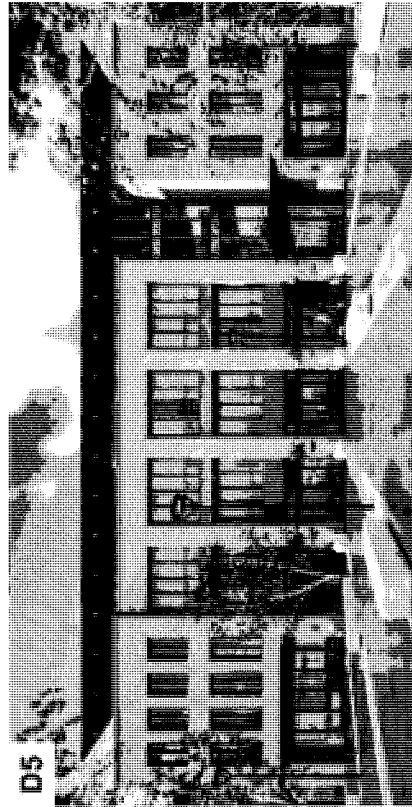
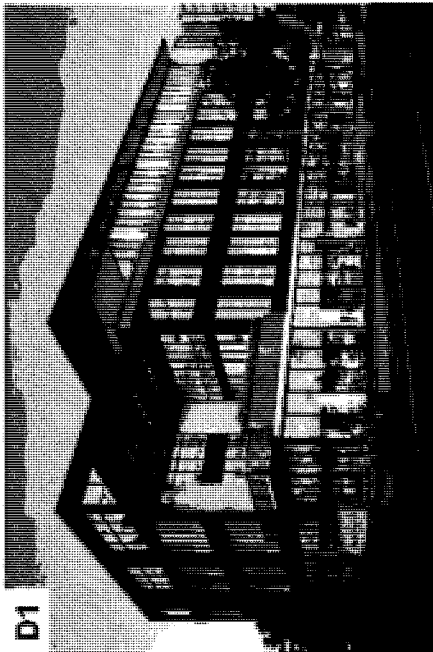
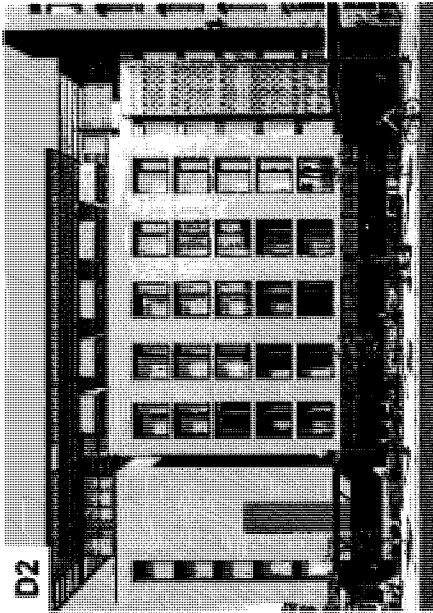
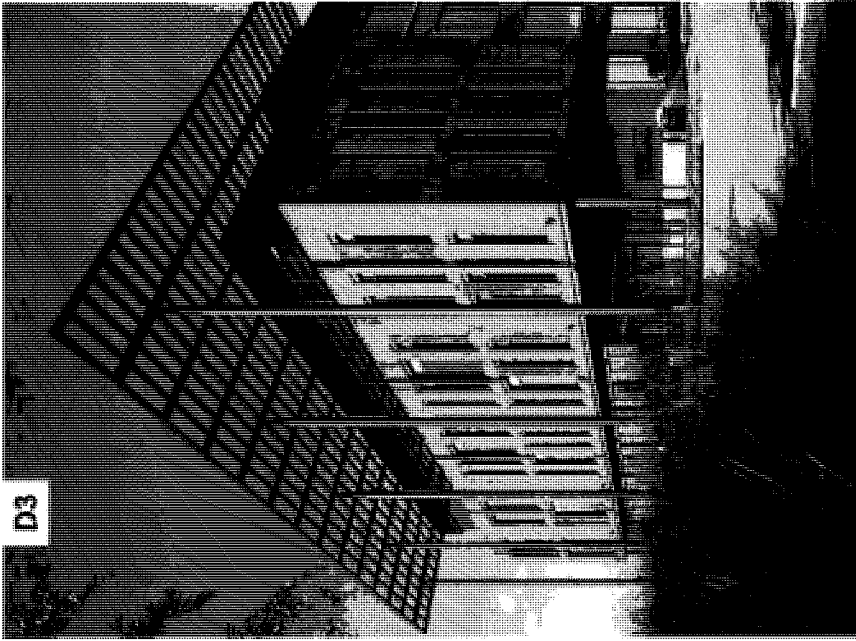
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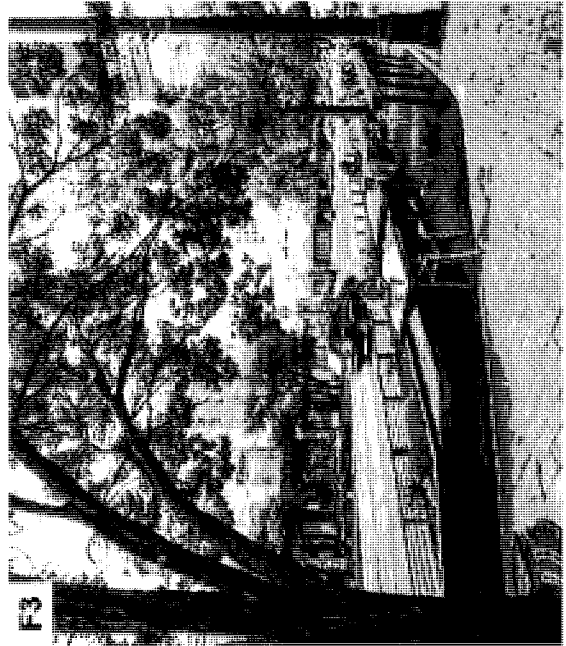


B11

HOTEL 29







STREET EXPERIENCE
31

Exhibit D
Code Modifications and Waivers

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Retail and Services District Development Standards (following 53-480)

Code Section	Title	Code Standard	Project Standard
Chapter 29	Sign Standards and Permits	Entire Chapter	Signage shall comply with Sec. 29-16(g)(2) for wall signage and Sec. 29-17 for all other applicable signage. For any sign types not included under these sections, the applicable Code section shall apply.
Chapter 29 Sec. 29-19 (a) and (b)	Sign Standards and Permits		Awning signs and canopy signs may extend above or below the roof line. The calculation for such signs shall follow the City's Code for wall signage as outlined in Sec. 29-16(g)(2).
Chapter 29 Signs Sect. 29-17	Sign Regulations Relating to Commercial Located on Interstate 35 Sign Category		Shall apply for signage for all development for Lake Park Tract.
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Setbacks	Setbacks: Front = 25'; Side = 10', Corner Side (Street/Alley) = 15', Street Side = 15'; Rear = 15'	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to at the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities. Front setbacks may be administratively approved and adjusted via the site development permit application.
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Lot Area	6,000 sf	No minimum area or depth, provided that adequate fire access, setbacks, and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Street Line Width (feet)	50 feet	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site and each lot shall be reviewed and approved via the City's adopted subdivision process, to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross-access shall be allowed
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Height limit	45 feet	14 stories and a maximum of 120' for the hotel conference facility, hospital facility and office towers. Maximum 10 stories for multi-family for lease or sale.
53-483	Building façade requirements [RS]	100% stone, brick, masonry, stucco, masonry veneer, or similar granular product excluding doorways and windows	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3]	Multifamily Project	Multifamily units may be for sale or lease
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3] Minimum Lot Area	12,000 sf plus 1,500 sf for each residential unit	No minimum area or depth but adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Density shall be per PUD Project Density Exhibits (Exhibit F-4 for Hospital Tract and Exhibit G-2 for Lake Park Tract).

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

53-33 (l) - Chart 2	Impervious Coverage. Maximum Lot Coverage by Percent [RS]	80% per lot	85% impervious cover averaged across gross site area of overall project area limits to be provided in a summary chart at Site Development for tracking against the total available/total used with each permit. Gross Site Area includes the entire PUD boundary.
53-33 (m) - Chart 3	floor area ratio / Building Area Maximum Floor Area Ratio to Land Area	R/S: 1:8:1	FAR and density (units per acre, total units, total square footage of uses) will be tied to overall height limits and maximums by use category for entire project per PUD and Development Agreement. Density is per the PUD Project Density Exhibits (Exhibit F-4 for the Hospital Tract and Exhibit G-2 for the Lake Park Tract.) A Tracking Chart will be included with permitting documents for each pad site.
53-294 (4)	Site development regulations [R-3-3] Approved materials	100% brick, stone, hardiplank or other approved masonry product	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-172 (Residential Condominium District), 53-238 (Multifamily Residential 1 District), 53-261 (Multifamily Residential 2 District), and 53-292 (Apartment Residential District)	Multifamily, Senior Living, Assisted Living, and Condominium Minimum living area sizes	Code Sections impose minimum living area size limitations for condominium and apartment units	Exempt. Shall be based on adopted Building Code (2021 IBC)
53-724	Amendments to PUDs	Code Section specifies considerations for amendments to PUDs	Modify to substitute the following: Modify to Substitute the following: Owner may submit minor amendments to the Land Plan, including changes to the layout of permitted uses, driveways, lots and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with the PUD Ordinance. For purposes of this section, a minor amendment is an amendment that: (1)

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

			<p>does not alter by more than ten (10) percent the total number of residential units or gross floor area allowed for the Project as shown on Exhibit "G-2"; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance and the Code Modifications; (3) does not increase the number of LUEs allotted under this Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plan. Further, Owner may amend the Land Plan to include other uses permitted in the applicable base district or the Code Modifications, subject to compliance with the Prohibited Uses in Exhibit "F" and subject to application to and approval by the City Manager or the City Manager's designated representative. Approval of the Owner's application to allow other uses permitted by the applicable base district or the Code Modifications shall be granted if the new use is consistent with the Project Description and if compliant with the minor amendment conditions (1) through (4), above. Owner may appeal the denial of a requested amendment by the City Manager to the City's Planning Commission and the City Council. Any amendment to the Land Plan that is not defined as minor amendments in this subsection must be consistent with the terms of this Agreement and shall require the approval of the Planning and Zoning Commission and the City Council.</p>
<p>53-480</p>	<p>Permitted Uses in RS, Retail Services District</p>	<p>Code Section specifies permitted uses within RS District</p>	<p>Amend 53-480 to add the following additional Permitted Uses:</p> <ul style="list-style-type: none"> Multifamily Residential (but prohibits walk-up type suburban style multi-family) Condominium Residential 55 & Over (Active Community), Assisted Living, Memory Care, and Nursing Home Restaurant with Bar/Outdoor Seating/Entertainment

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

			<p>Medical and Dental Office</p> <p>Professional Office</p> <p>Hotel</p> <p>Conference Center</p> <p>Vertical Mixed Use Building: a mixed use building where the use on the ground floor is different from a use on an upper floor. (Additional detail provided in Vertical Mixed Use Corridor Exhibits (Exhibit G-3 for Lake Park Tract and Exhibit f-5 for Hospital Tract).</p>
53-684	[MXD] Off-street parking	various requirements /positioning on site	<p>Off-street parking for Vertical Mixed Use Buildings will be per the Land Plan - one row of parking/fire lane allowed between street and building where shown and no parking along Vertical Mixed Use Building Corridors. Parking may be surface or structured or a combination. Parking ratios by use will be as detailed for the overall project. No maximums limits will apply. Parking studies documenting shared parking across uses and project areas shall be allowed. See 53-33 (n) (1) & Chart 4. Parking. Parking regulations. (see ratios below, 53-31 (n) (1) & Chart 4 as modified below)</p>
53-685	[MXD] Transparency	60% from 2'-8', 3 1/2' above sidewalk max	<p>Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.</p>
53-687	[MXD] Vehicle and driveway access	No more than two public street curb cuts are allowed. No more than one allowed at less than 300 foot intervals.	<p>Vertical Mixed Use Buildings shall be exempt. Land Plan shall govern access for project and access shall comply with the City's Transportation Criteria Manual.</p>

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Setbacks	modified by underlying use district (see RS above)	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Lot Area	5 acres	No modification, provided any future modification to a portion of the overall PUD will not have to meet a minimum Area. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Street Line Width (feet)	modified by underlying use district (see RS above)	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access shall be allowed.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Height limit	modified by underlying use district (see RS above)	14 stories and a maximum of 120' for hotel conference facility, hospital facility, and office towers. 10 stories for multifamily lease or sale.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 (b)	Access	Each lot shall front a public street of, in the case of a planned development, have access to a public way by access easement sufficient to meet the requirements of the fire code adopted by the city...	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress through shared access easements for fire lane, required services (deliveries/solid waste), residents, and customers, street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access easements shall be allowed.
53-892, 53-893 & 53-899	I-35 overall district development standards	various requirements, including conditional use permit	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-892 & 53-893	1626 overall district development standards	various requirements, including conditional use permit	Compliance with the PUD and Development Agreement shall be considered compliance
53-33 (n) (1) & Chart 4	Parking. Parking regulations.	Bars, varies, restaurants, taverns, night clubs: 1 per 4 seats or 1 per 3 persons of occupancy. RS/E districts 1 per 250 s.f. unless otherwise stated by SIC code. Hotels/motels 1 space per bedroom and 1 space per 2 employees.	Multifamily, Condominium, Vertical Mixed Use Building, Senior Living, condo & MF = 1.5 parking space per dwelling unit plus 10% guest parking; Hotel = 1.1 parking spaces per living unit or hotel room; Assisted Living: 1 parking space per 4 residents; Non-residential uses: 1 parking space per 300 s.f. (office, retail, services, etc.); restaurant area/entertainment area: 1 parking space per 100 s.f. (patio seating at 1 space per 4 seats or based upon gross square footage); no maximum limits shall apply to any uses/parking ratios.
53-33 (n) (3)	Maximum parking	Maximum = 150% of Required	No maximums will apply

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

53-33 (n) (5) & (8)	Reduction of parking & Special exception	5% reduction for each of certain initiatives, max 10% reduction, additional council discretion	Shall meet Code and parking minimums established in this PUD.
41-48 (b), (c)	Concept Plan package (CPP)	Concept plan required for larger projects	Approved PUD and Development Agreement shall satisfy the provisions of this code section.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-51.1 & 51-53(f)	Expiration	2 years individual permit / 5 years overall project	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. Zoning does not sunset. PUD valid until amended. Permits and site plans shall be in accordance with current City regulations, with an automatic 2-year extension.
53-725	Expiration	2 years unless 25% of public infrastructure is constructed, 50% of first phase with phasing	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. See above comments. Infrastructure construction and phasing shall be in accordance with City regulations and processes, with an automatic 2-year extension.
53-723	Final site plan	Following the approval of the preliminary site plan,...The final site plan providing all the detail required for development, subdivision, zoning, and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.	Overall development shall in accordance with the applicable Land Plan, but pad site development shall require a development site plan for each site, in accordance with adopted City process.
41-135 (b) & (c)	Blocks. Length.	1,000 to 1,200 feet	Block lengths may be extended via allowable means provided by City Fire Code and other applicable Code provisions.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-137	Streets	Non-Urban Requirements	<p>Urban streets shall be allowed for public streets with on-street parking, narrow rights-of-way, wide pedestrian sidewalks, street trees, storefront, café dining, plazas, parklets, etc. to create mixed use urban walkability and pedestrian experience enhancements. Pavement shall be a minimum of 26 feet to meet fire lane requirements. Urban streets that have utilities located under street pavement, common areas, or sidewalks shall be privately maintained.</p>
41-141	Municipal utility easements (MUEs)	varies	<p>MUEs shall be required where utilities are located. MUE locations shall be reviewed as part of the City's subdivision process.</p>
53-1014	Lighting curfews	varies	<p>Due to I-35 proximity, commercial/industrial adjacency, density, walkability, hotel, hospital proximity and unique mix of uses, lighting curfews will not be required on this project. Should there be a parcel that is not part of the street connectivity with closing times that will not impact safety and security of the residents/guests, those specific areas may choose to have lighting curfews at owner/developer discretion.</p>

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Stormwater & Floodplain

Code Section	Title	Code Standard	Project Standard
41-140 (a) (2) & (b) (2) (k) & 41-140 (3) i.3.	Watershed and flood prevention. Stormwater management. General design requirements.	All development establishing impervious cover or otherwise modifying an existing site shall incorporate facilities to prevent any increase in the peak rate of runoff from a two-year, ten-year, 25-year and 100-year frequency storm. The city engineer may waive this requirement...	Approved detention exemption study with approval letter exists for the project site utilizing Atlas 14 rainfall event (Kyle Storm). Project shall be exempt from the requirement to provide stormwater detention facilities for up to 85% impervious cover per the approved study dated 08/17/2020 by J. Travis Wilson, P.E., MillerGRAY, using the Kyle Storm (Atlas 14) approved per letter dated 10/23/2020 signed by City Engineer and Floodplain Administrator. Impervious Cover in excess of 85% (gross site) will require detention facilities for the excess impervious cover per code or a new/supplemental detention study of the additional impervious cover.
50-411 (a)(b)	Overland flow	(a) Drainage patterns must be designed to: various. (b) The applicant shall design an enclosed storm drain to mitigate potential adverse impacts...	Where limited by parkland, park improvements or amenities, Vybe or lake trails, utility crossings (ARWA, Gas Transmission, City of Kyle Bunton Wastewater Interceptor, or similar), stormwater drainage patterns are allowed to include overland flow, but not required to be conveyed by overland flow. Internal project drainage shall be via enclosed storm drain.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

17-24	Methods of reducing flood losses and nuisance conditions.	(7) & (8) stream buffer/setback	Notwithstanding Sec 17-24, parkland improvements and amenities with appropriate anchoring, flood hardening, etc. shall be allowed within the stream buffer/setback. Additionally private improvements and amenities related to recreation, trails, and greenspace shall be allowed within the stream buffer/setback. Additionally restaurant, entertainment, retail, hotel, and wellness center uses on the south bank (ref. Land Plan, Exhibit G-1) shall be allowed within the stream buffer/setback to provide unique lakeside experiences. Additionally, fire lane, access drives, service drives, pedestrian routes, and other necessary support circulation shall be allowed within the buffer/setback to facilitate these uses/lakeside experiences.
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Utilities

Code Section	Title	Code Standard	Project Standard
54-5	Landscape and Screening Requirements	10% of property	Ag exempt property is exempted, future phases are exempted, floodplain is exempted from the calculation and the landscaping and screening requirements. Additionally, any land in Ag may be allowed to have any length grazing plants, grass, wildflower/pollinator meadows, or other ag or wildlife ecosystems as required to support the ag exemption. Mowing shall not be required on these parts of the project, except that mowing may be required immediately adjacent to or within 50 feet of developed portions of the Project.
54-11 (b) (3)	Screening	fences up to 10 feet	Fences up to 12 feet are allowed around utility facilities, services areas, and equipment yards. Fencing shall comply with other requirements of the City's landscape ordinance.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Parkland (41-147)

Code Section	Title	Code Standard	Project Standard
41-147 (h)(1) a. & b. & c.	Parkland dedication. Additional requirements.	Any land dedicated to the city under this section must be suitable for recreational purposes...	The proposed parkland along Bunton Creek / Lake District is suitable for greenbelt, nature, and water recreation activities. It is an integral part of the Vybe network and shall be deemed to provide for suitable recreational purposes regardless of items a, b, c. This land shall be acceptable as parkland dedication. Parkland dedication & improvement fees shall be waived per the Development Agreement.
41-147 (h)(4)	Parkland dedication. Additional requirements.	Each park must have ready access to an improved public street. Park entrance must be visible to the public.	Project frontage along Marketplace Avenue and Kyle Crossing will satisfy this requirement.

Exhibit F
Prohibited Uses

Exhibit F
Prohibited Uses

1. Gas Station and Convenience Store-prohibited except one total Gas Station and Convenience Store is allowed for parcels with frontage on I-35. Prohibition does not apply to electric vehicle charging stations, which are allowed without prohibition throughout the Project as amenities/accessory uses or as stand-alone uses.
2. Liquor Store (Alcoholic Beverages, Off Premises)-prohibited except as in-line retail tenant (i.e. small wine shop, etc.)
3. Mattress Store-prohibited
4. Veterinary Hospital-allowed for domesticated animals only (ie. cats, dogs, guinea pigs, etc.). Not allowed for livestock/large animals.
5. Second Hand store or Surplus Store-prohibited. Prohibition does not apply to a Nike Factory Outlet, Last Call, Nordstrom Rack, Saks Off-Fifth, or a like user.
6. Nail Salons larger than 3,000 square feet-prohibited.
7. Auto dealer, sales, repair, or service uses-prohibited.
8. Motor Cycle Store-prohibited.
9. Car Wash-prohibited.
10. Tire repair store-prohibited. Tire sales/installation stores-prohibited
11. Tobacco Store-prohibited.
12. Tattoo Parlor-prohibited.
13. Tanning Salon-prohibited.
14. Gun Store-prohibited.
15. Pawn Shop-prohibited.
16. Vape Shop-prohibited.
17. Payday Lender-prohibited.

Exhibit G-1

Land Plan

**Exhibit G-1
Land Plan**

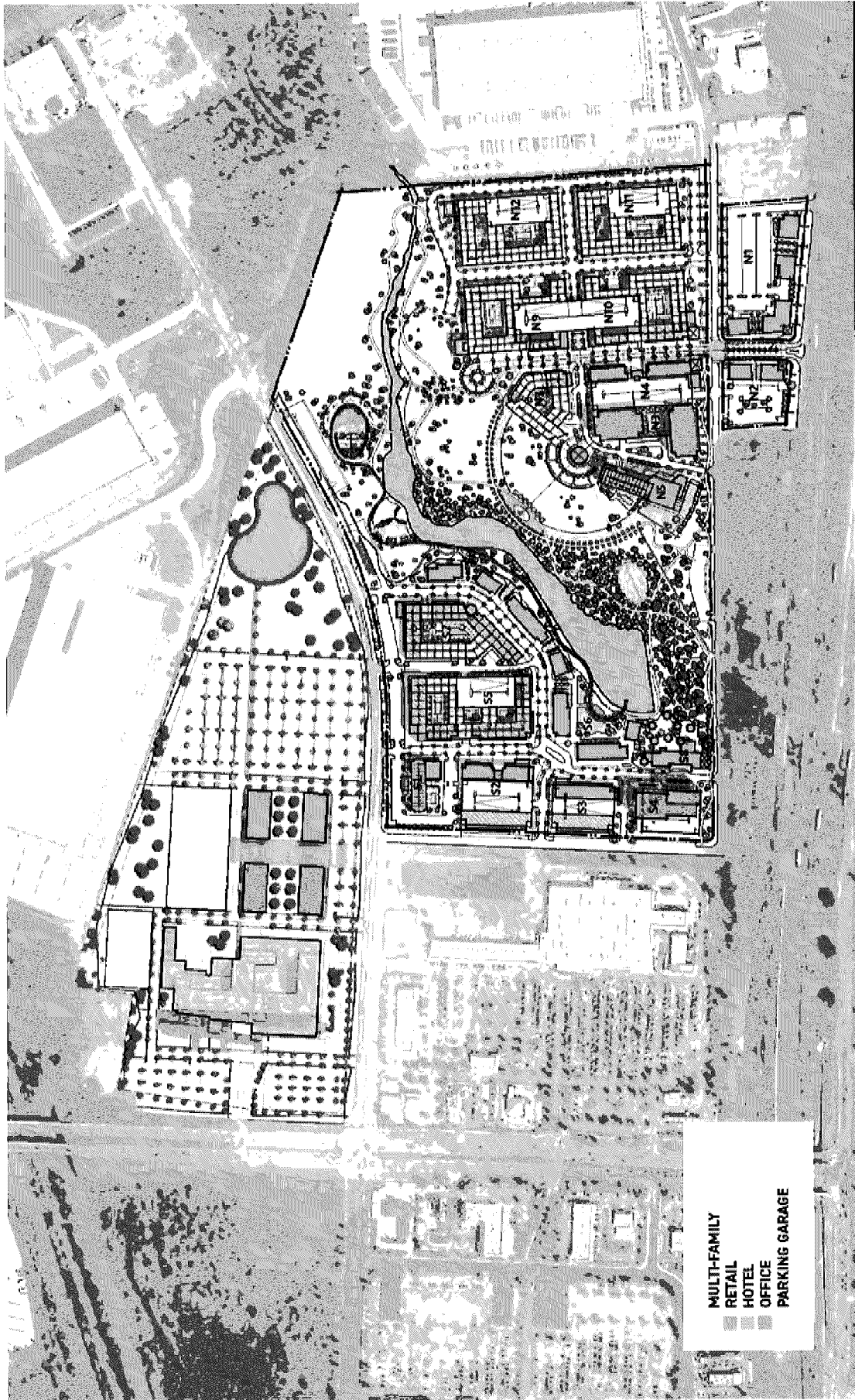


Exhibit G-2
Project Density

**Exhibit G-2
Project Density**

THE LAKE PARK DISTRICT
1000 W. 10TH AVE. SUITE 200
DENVER, CO 80202

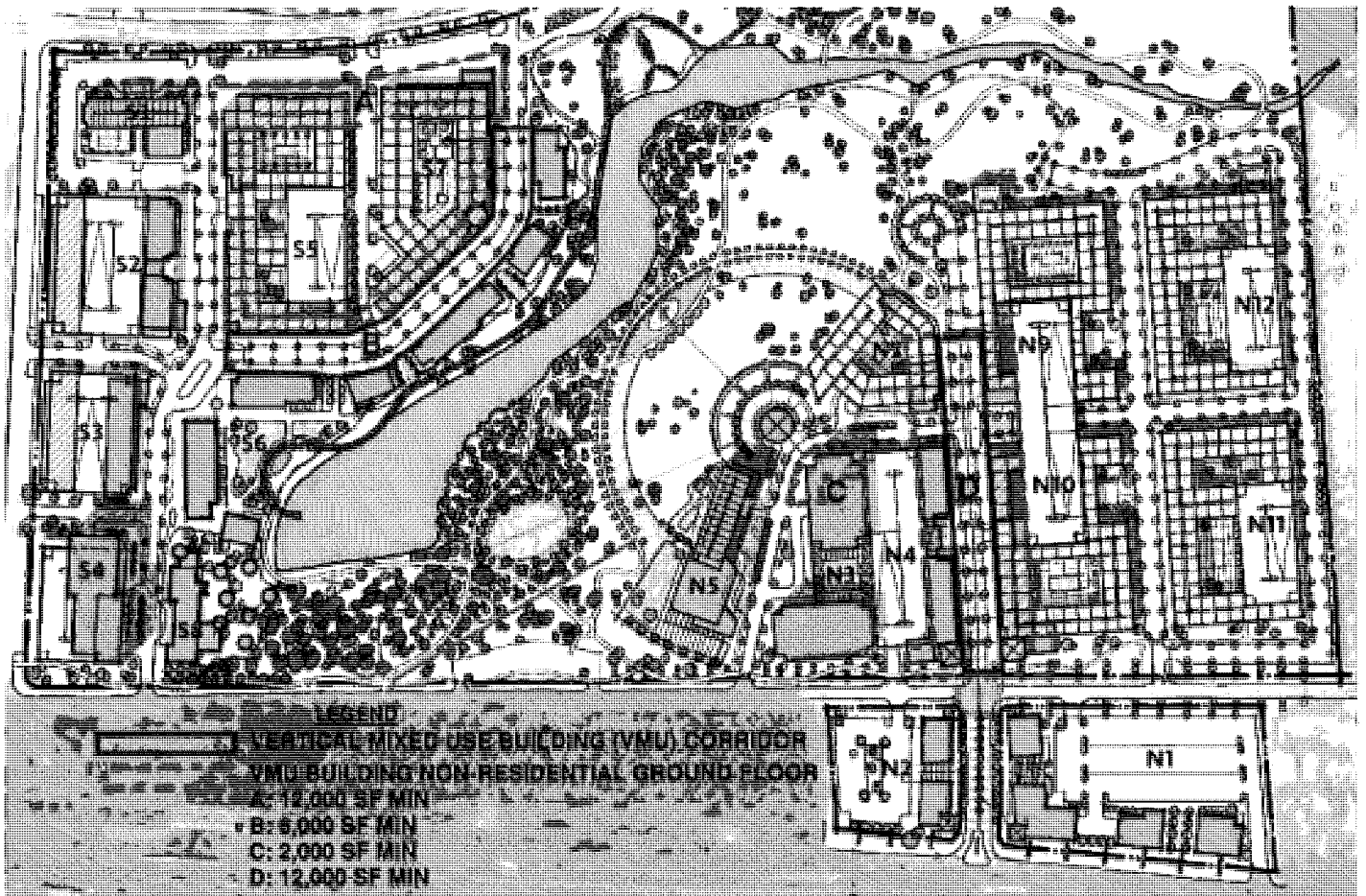
SOUTH	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses						Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds		
S1	Hotel (Limited Service)	10	150,000						150,000			0	150	0
S2	Office w/Retail	3	95,000	30,000	65,000							0	0	0
S3	Office w/Retail	3	88,000	28,000	60,000							0	0	0
S4	Office (no retail)	9	250,000		250,000							0	0	0
S5	MF w/Retail	5	350,000	50,000		300,000					300	0	0	0
S6	Retail (lakeside - 7 bldgs, area per Gensler tally)	1	60,000	60,000								0	0	0
S7	MF w/Retail	6	345,000	45,000		300,000					300	0	0	0
S8	Wellness Center/Hotel (Boutique)	2	40,000					40,000				0	40	0

NORTH	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses						Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds		
N1	Hwy Retail (site area per survey)	1	24,000	24,000								0	0	0
N2	Hwy Retail (site area per survey)	1	10,000	10,000								0	0	0
N3	Office (only)	7	150,000		150,000							0	0	0
N4	Office w/Retail	6	173,000	23,000	150,000							0	0	0
N5	Hotel (Full service with conference center)	14	240,000					240,000				0	240	0
N6	Retail/Restaurant	1	4,000	4,000								0	0	0
N7	Condo Tower	8	275,000	5,000		270,000					270	0	0	0
N8	RESERVED FOR FUTURE USE													
N9	MF w/Retail	5	266,000	6,000		260,000					260	0	0	0
N10	MF w/Retail	5	274,000	24,000		250,000					250	0	0	0
N11	MF	5	280,000			280,000					280	0	0	0
N12	MF	5	290,000			290,000					290	0	0	0

WEST	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses						Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds		
W5	St. David's Hospital	7	693,000									0	0	550
MOB 1*	Medical Office Building	4	80,000				60,000					0	0	0
MOB 2*	Medical Office Building	4	80,000				60,000					0	0	0
MOB 3*	Medical Office Building	4	80,000				60,000					0	0	0
MOB 4*	Medical Office Building	4	80,000				60,000					0	0	0

Exhibit G-3
VMU Corridors

Exhibit G-3 Vertical Mixed Use Corridors



“Vertical Mixed Use Building” for purposes of the PUD shall be defined as follows: “A mixed use building where the use on the ground floor is different from a use on an upper floor”.

Attachment “B-2”
Hospital Tract Development Standards

ATTACHMENT “B-2”

Development Standards for Hospital Tract

1. **Property Description:** 49.6925 acres, per Metes and Bounds Description in **Attachment “A-2”** (the “Property”).

2. **Description of Project:** A mixed use development including hospital, medical office and health care related uses (“Hospital Campus”), and multifamily residential, condominium residential, senior living, hotel/conference center, retail, restaurant, office, and other commercial uses (“Mixed Use Development”).

3. **Zoning Base District:** (a) HS, Hospital Services District for the Hospital Campus, as modified by this PUD Ordinance and the Hospital Campus Code Modifications included as **Exhibit “D-1”**; or (b) RS, Retail and Services District if the Hospital Campus is not developed and the Property is developed as the Mixed Use Development, as modified by this PUD Ordinance and the Mixed Use Development Code Modifications included as **Exhibit “D-2”**.

4. **Permitted Uses for the Hospital Campus:** All uses permitted under the HS, Hospital Services District, as modified by this PUD Ordinance, the Hospital Campus Code Modifications and subject to the Prohibited Uses. The following uses are additional Permitted Uses:

- (a) Inpatient Services;
- (b) Helipad Emergency Facility as a permitted accessory use to a Hospital principal use, either at grade or on the roof, provided the Helipad Emergency Facility complies with applicable FAA requirements;
- (c) Uses permitted within the RS, Retail and Services District; and
- (d) Automatic Teller Machines (ATM).

5. **Permitted Uses for Mixed Use Development:** Mixed Use Development may include all uses authorized under the RS, Retail and Services District, as modified by this PUD Ordinance, the Mixed Use Development Code Modifications in **Exhibit “D-2”** and subject to the Prohibited Uses in **Exhibit “G”**. The following uses are additional permitted uses:

- (1) Multi-family Residential (except walk-up type suburban style multi-family is prohibited)
- (2) Condominium Residential
- (3) 55 & Over (Active Community)

- (4) Assisted Living
- (5) Memory Care
- (6) Nursing Home
- (7) Restaurant With Bar/Outdoor Seating/Entertainment
- (8) Medical and Dental Office
- (9) Professional Office
- (10) Hotel and or Conference Center
- (11) Office Condominium
- (12) Vertical Mixed Use Buildings

6. **Definition for “Vertical Mixed Use Building”:** “Vertical Mixed Use Building” for purposes of the PUD shall be defined as follows: “A mixed use building where the use on the ground floor is different from a use on an upper floor. The ground floor shall not consist of residential uses and is limited to retail, restaurant, or other commercial uses.” Vertical Mixed Use Buildings shall be developed in the Mixed Use Development within the Vertical Mixed Use Building Corridors in **Exhibit “ F-5”**.

7. **Pocket Plazas/Green Space Within Mixed Use Development:** The Mixed Use Development will provide a minimum of four pocket plazas/green spaces areas along the Vybe Trail, ground floor retail, or other public spaces within the Mixed Use Development to provide interest and activation to the spaces while also enhancing the public experience. These could include something as simple as a small area with pavers and seating-wall planters at a corner of a site, outdoor seating at a café, a small cluster of benches or tables with umbrellas, a trellised area, and/or some additional landscape clustering with access to wander through.

8. **Phasing Plan for Hospital Campus:** The proposed Phasing Plan for development of the Hospital Campus is included as **Exhibit “E”**.

9. **Land Plan for Hospital Campus:** included as **Exhibit “F-1”**.

10. **Project Density for Hospital Campus:** included as **Exhibit “F-2”**.

Hospital: 7 floors with total gross floor area of 693,000 square feet (550 hospital beds)

Medical Office Building 1 (MOB 1): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 2 (MOB 2): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 3 (MOB 3): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 4 (MOB 4): 4 floors with total gross floor area of 80,000 square feet;

11. **Land Plan for Mixed Use Development:** included as **Exhibit “F-3”**.

12. **Project Density for Mixed Use Development:** included as **Exhibit “F-4”**.

Use	Maximum Density
Retail	150,000 SF
Restaurant / Entertainment	75,000 SF
Office	300,000 SF
Multifamily	1950 Dwelling Units
Senior Living	250 Units
Hotel	250 Keys

13. **Code Modifications for Hospital Campus:** included as **Exhibit “D-1”**.

14. **Code Modifications for Mixed Use Development:** included as **Exhibit “D-2”**.

15. **Prohibited Uses:** included as **Exhibit “G”**. Uses allowed on a conditional basis in the list of Prohibited Uses shall be Permitted Uses (Gas Station and Convenience Store, Liquor Stores, Veterinary Hospital, Medical/Dental, Freestanding Financial Institutions), subject to compliance with the applicable conditions.

16. **Development Standards for Hospital Structure:** The exterior walls and surfaces of proposed Hospital shall be constructed in substantial accordance with **Exhibit “B”** and applicable Hospital Campus Code Modifications in **Exhibit “D-1”**. Exterior design and or materials changes may be made at Owner’s discretion based on factors including but not limited to the availability of materials and/or the cost of those materials, with the approval of the Planning Director. If Owner does not agree with the Planning Director’s decision, Owner shall submit a request for a Conditional Use Permit to the Planning and Zoning Commission for approval and file an appeal with City Council if the Planning and Zoning Commission does not approve the request.

17. **Development Standards for Mixed Use Development:** The exterior walls and surfaces of structures proposed for the Mixed Use Development shall be constructed in substantial accordance with **Exhibits “B-1”, B-2 and “B-3”** and applicable Mixed Use Development Code Modifications in **Exhibit “D-2”**. Exterior design and or materials changes may be made at Owner’s discretion based on factors including but not limited to the availability of materials and/or the cost of those materials, with the approval of the Planning Director. If Owner does not agree with the Planning Director’s decision, Owner shall submit a request for a Conditional Use Permit to the Planning and Zoning Commission for approval and file an appeal with City Council if the Planning and Zoning Commission does not approve the request.

18. **Amendment of Land Plans:** Owner may submit minor amendments to the Land Plans, including changes to the layout of uses, driveways, lots, and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with this PUD Ordinance. A minor amendment is an amendment that: (1) does not alter by more than ten (10) percent the total gross floor area allowed for the Hospital Campus as shown on **Exhibit “F-2”**, or allowed for the Mixed Use Development as shown on **Exhibit “F-4”**; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance; (3) does not increase the number of LUEs allotted under the Development Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plans. Further, Owner may amend the **Exhibit “F-3”** Mixed Use Development Land Plan to allow other uses permitted by the applicable base district, or the Code Modifications, subject to compliance with the Prohibited Uses in **Exhibit “G”**, and subject to application to and approval by the City Manager or the City Manager’s designated representative. Approval of the Owner’s application to allow other uses permitted by the applicable base district or the Code Modifications shall be granted if the new use is consistent with the scope of the Project and if compliant with minor amendment conditions (1) through (4) above. Owner may appeal the denial of a requested amendment by the City Manager to the City’s Planning Commission and the City Council. Any amendment that is not a minor amendment shall require approval of the City Council.

19. **Traffic Impact Fees.** The Project shall be exempt from all City traffic impact fees, other than the City’s adjacent lane miles fees. The City shall not require a traffic impact analysis or study for the Project, or require any off-site traffic or roadway improvements.

20. **Signs.** General location and presentation of signs are set forth on **Exhibit “J”**. Code modifications related to signs on the Hospital Tract are set forth on **Exhibit “D-1”**. Code Modifications related to signs on the Mixed Use Development are set forth on **Exhibit “D-2”**.

21. **Conflicts.** To the extent of any conflicts between the PUD Ordinance and the Development Agreement pertaining to land use, site development regulations or land development matters, this PUD Ordinance shall prevail.

Exhibit “A” - Property Description

Exhibit “B”- Hospital Development Standards

Exhibits “B-1”, “B-2”, and “B-3”- Mixed Use Development Development Standards

Exhibit “D-1” – Hospital Campus Code Modifications

Exhibit “D-2”- Mixed Use Development Code Modifications

Exhibit “E”- Hospital Campus Phasing Plan

Exhibits “F-1”- Hospital Campus Land Plan

Exhibit “F-2”- Hospital Campus Project Density

Exhibit “F-3”- Mixed Use Development Land Plan

Exhibit “F-4” Mixed Use Development Project Density

Exhibit “F-5”-Vertical Mixed Use Building Corridors

Exhibit “G”-Prohibited Uses

Exhibit “J”- Hospital Tract Signage

Exhibit "A"

Property Description

Same as Attachment A-2 provided above.

Exhibit “B”

Hospital Development Standards

SOUTH ELEVATION
Materiality

METAL
PANEL

CURTAIN
WALL

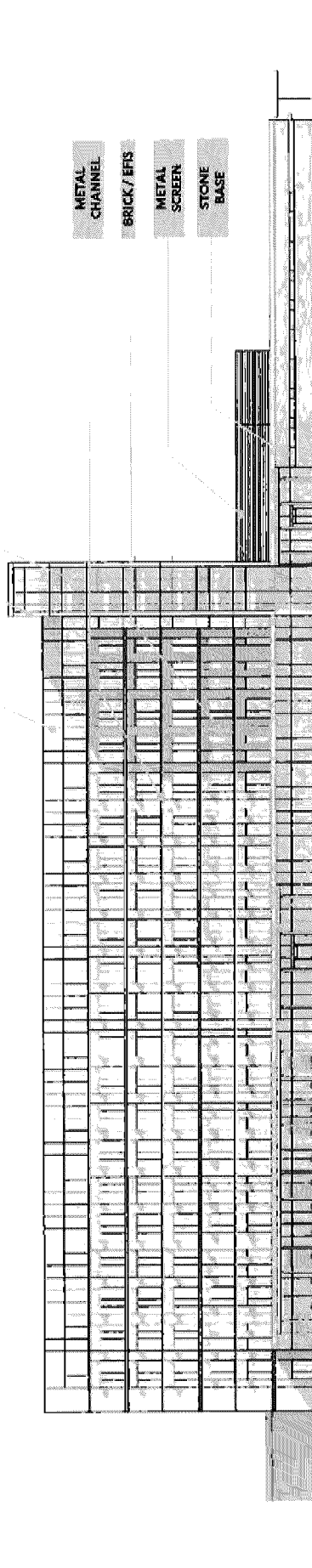
METAL
CHANNEL

BRICK / ERS

METAL
SCREEN

STONE
BASE

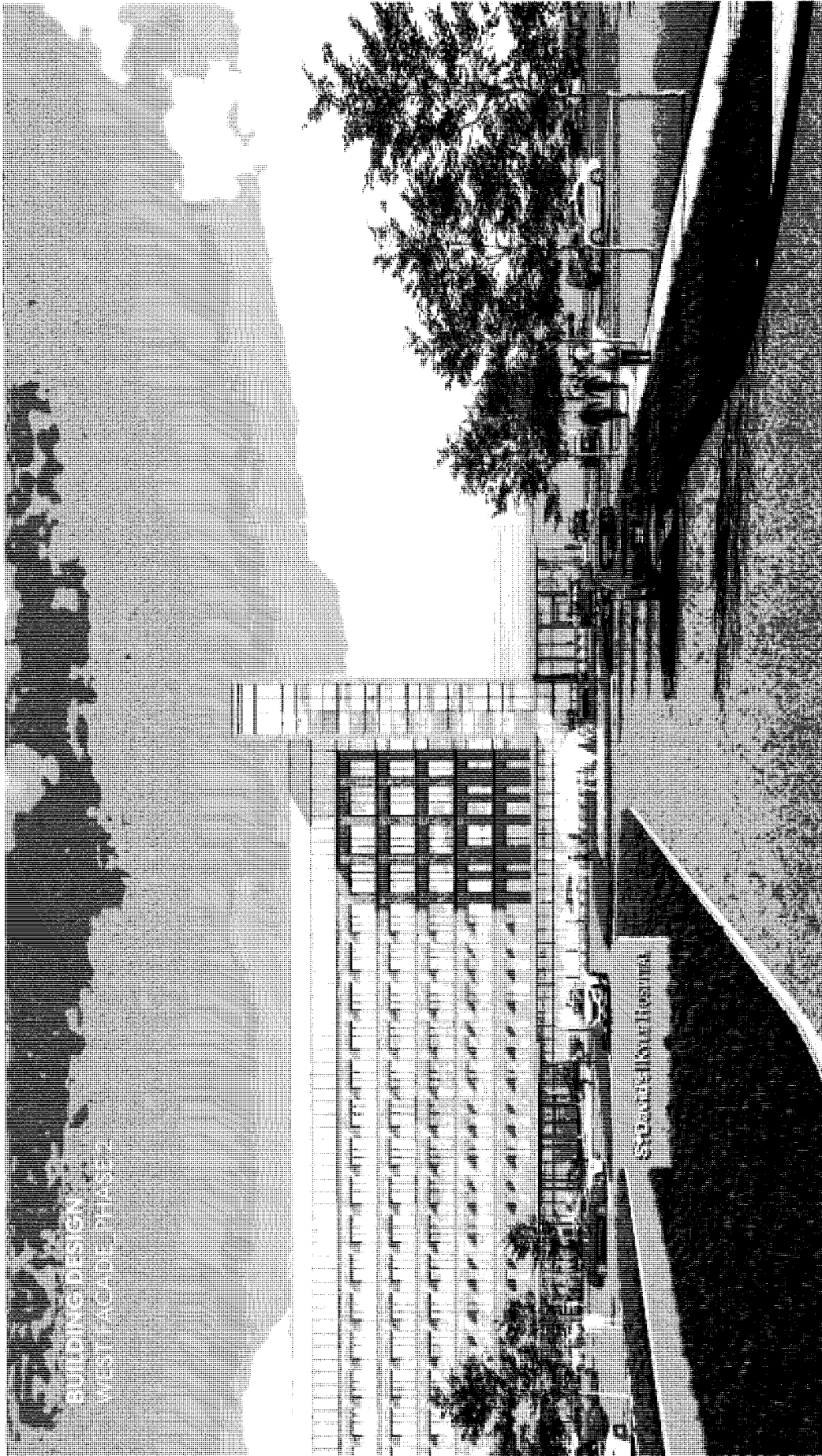
METAL
CANOPY















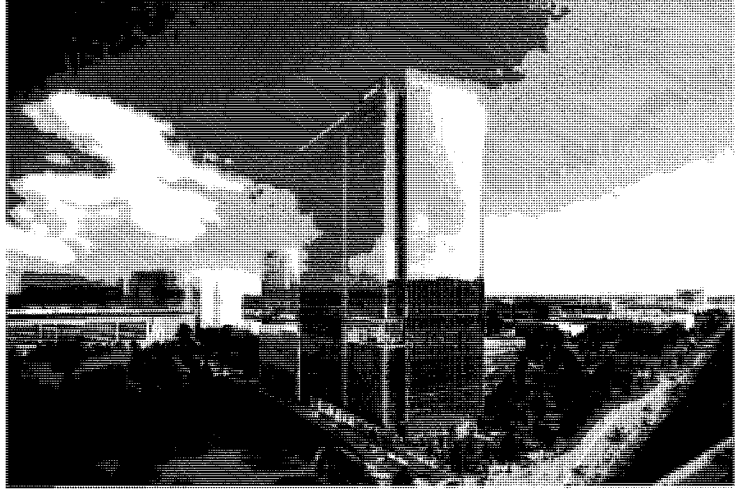




Exhibits “B-1”, “B-2”, and “B-3”

Mixed Use Development Development Standards

**Exhibit B-1
Development Standards
(Residential and Mixed-Use)**



Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

**Exhibit B-2
Development Standards
(Retail)**



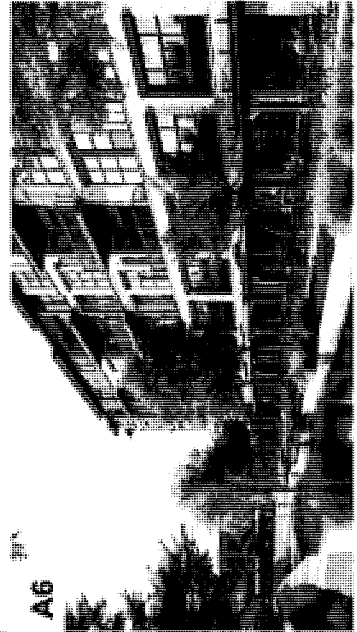
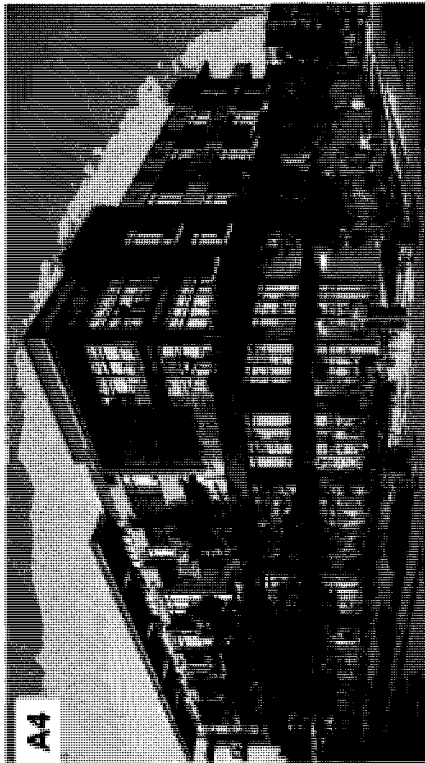
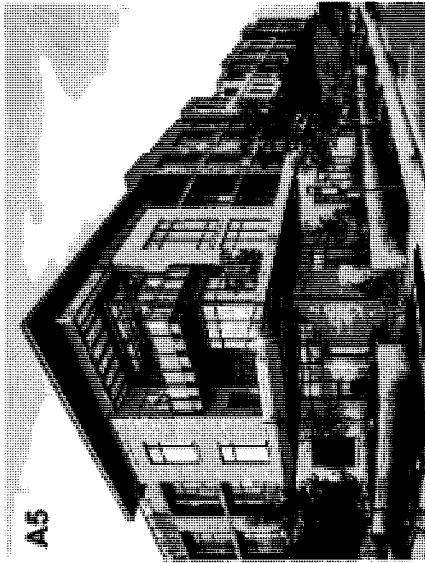
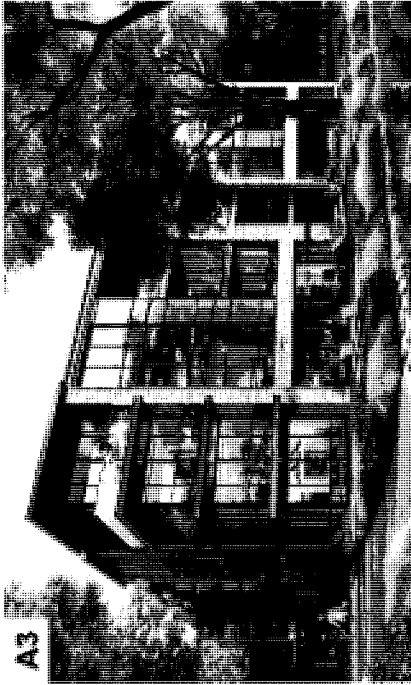
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**Exhibit B-3
Development Standards
(Office)**

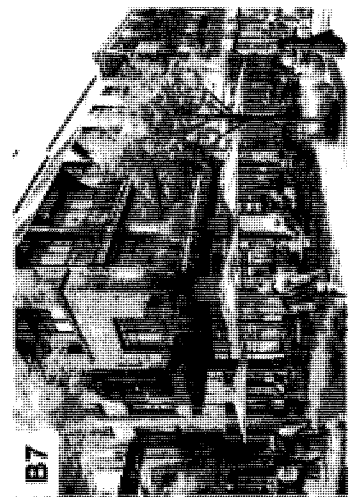
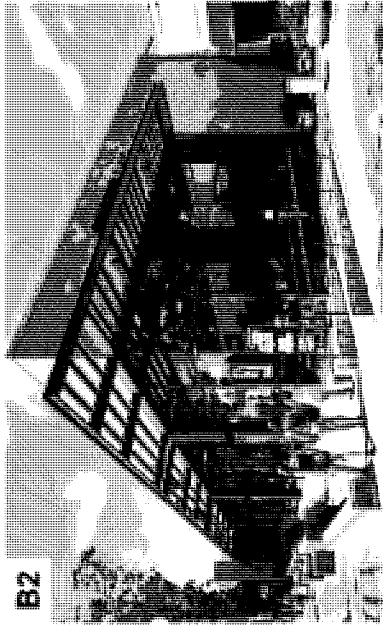


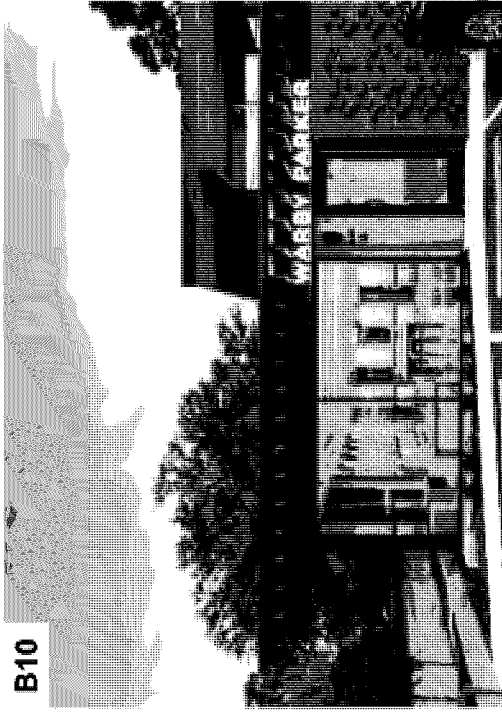
Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

MULTI-FAMILY ⁷⁴

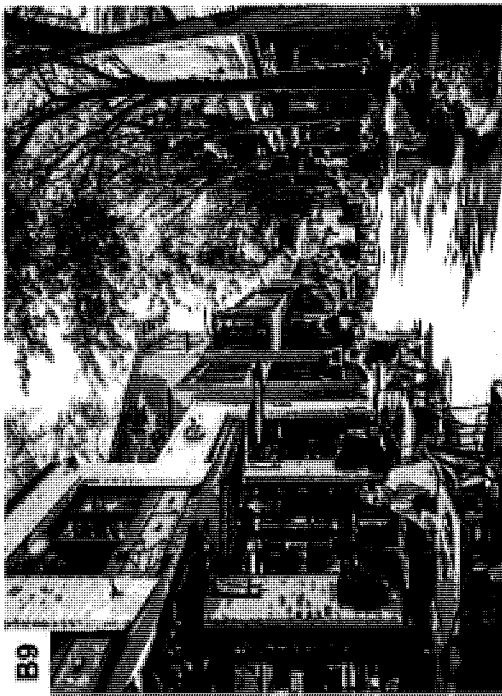


RETAIL
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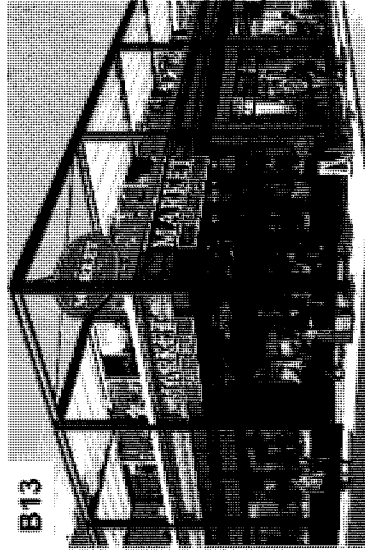
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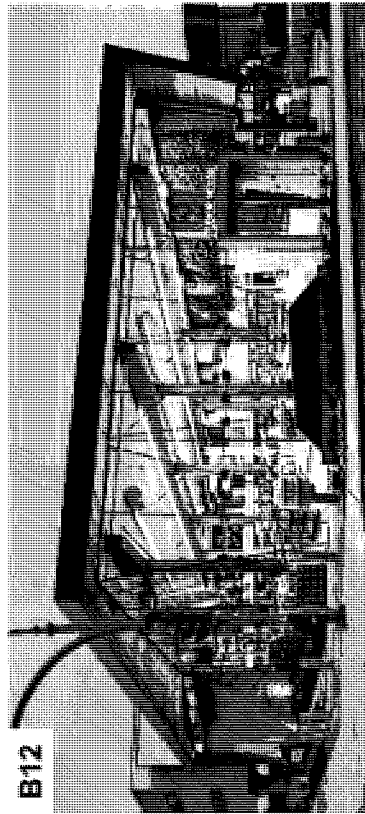
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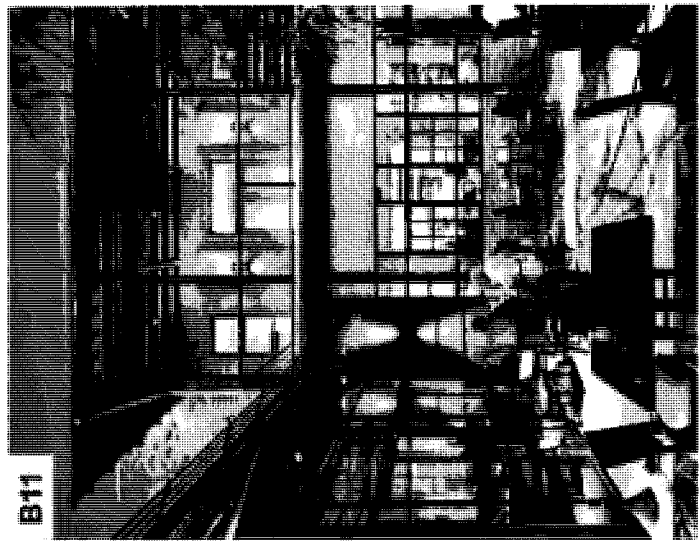
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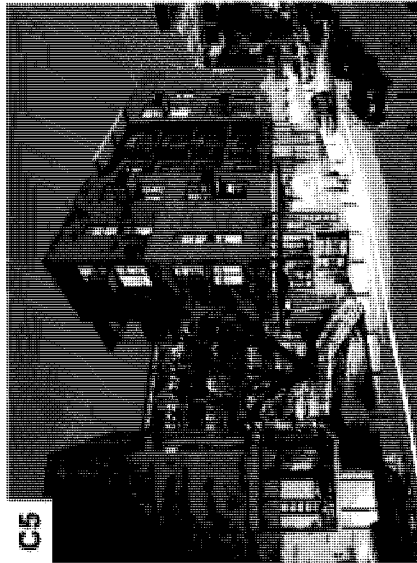
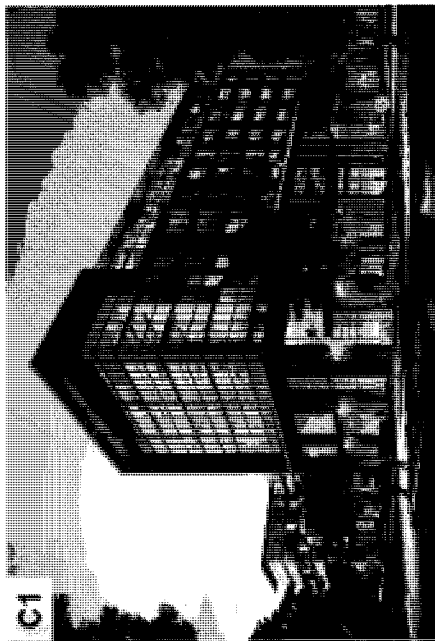
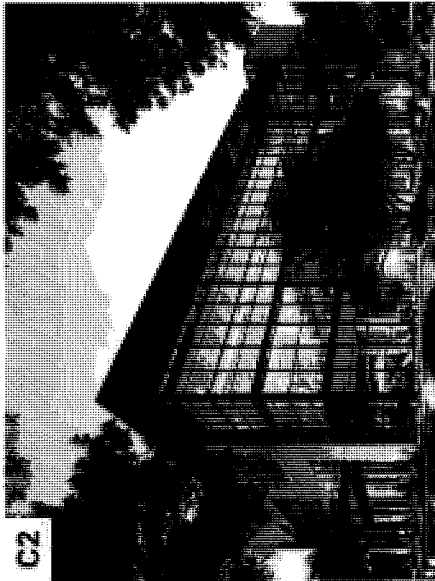
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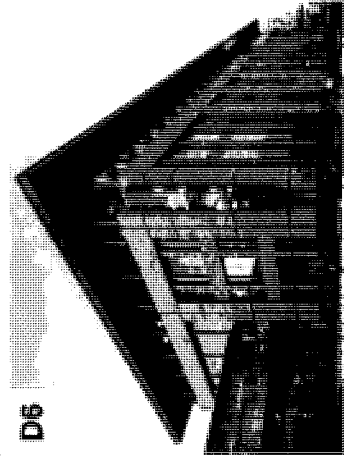
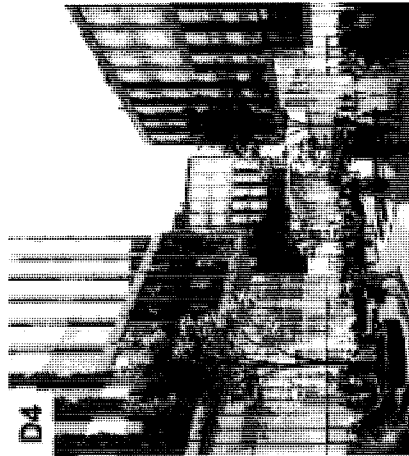
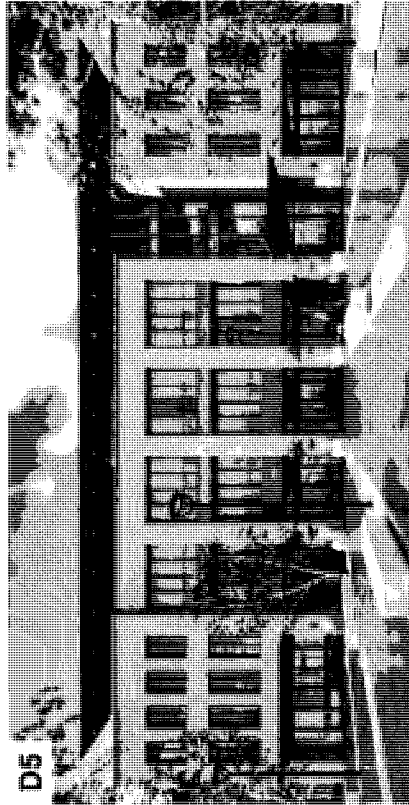
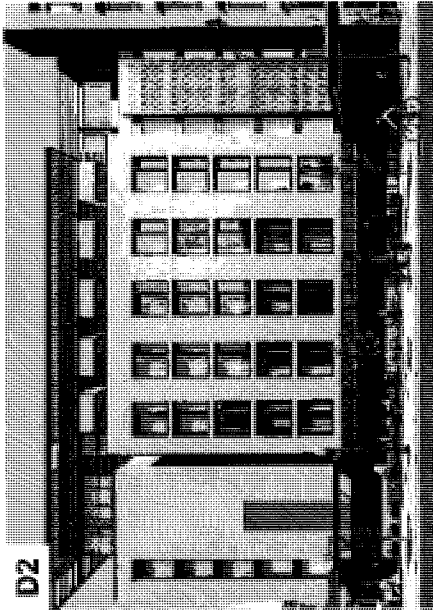


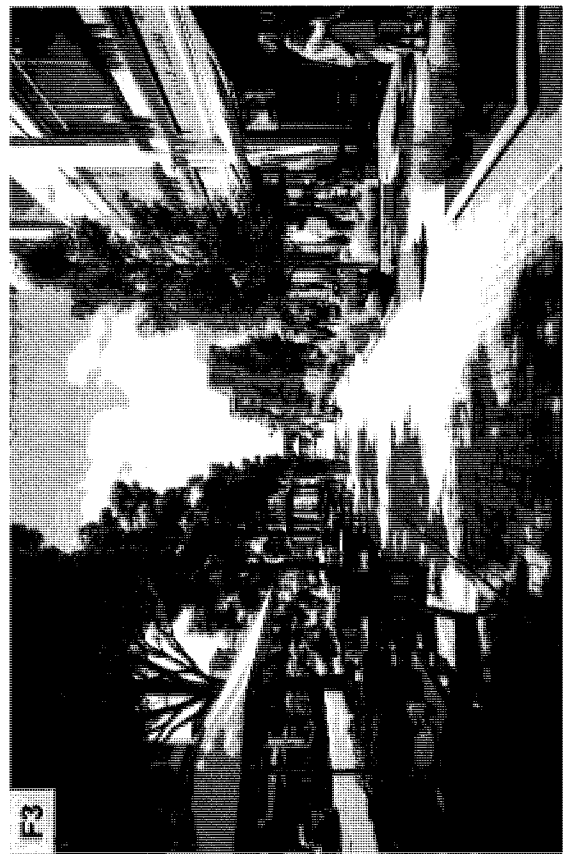
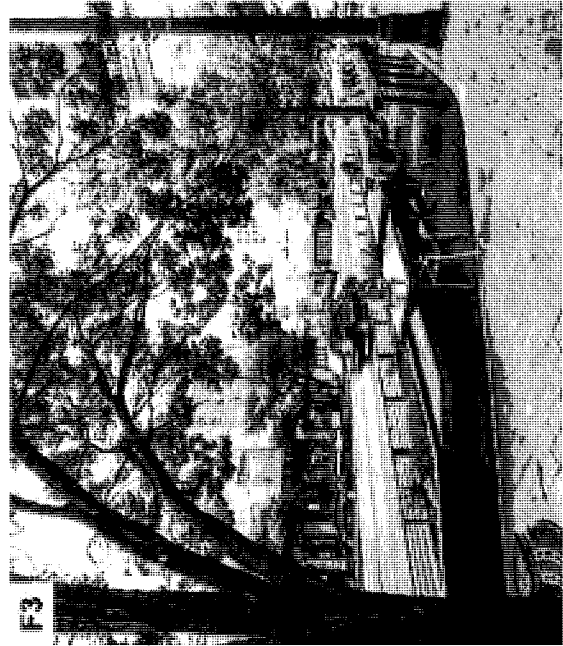
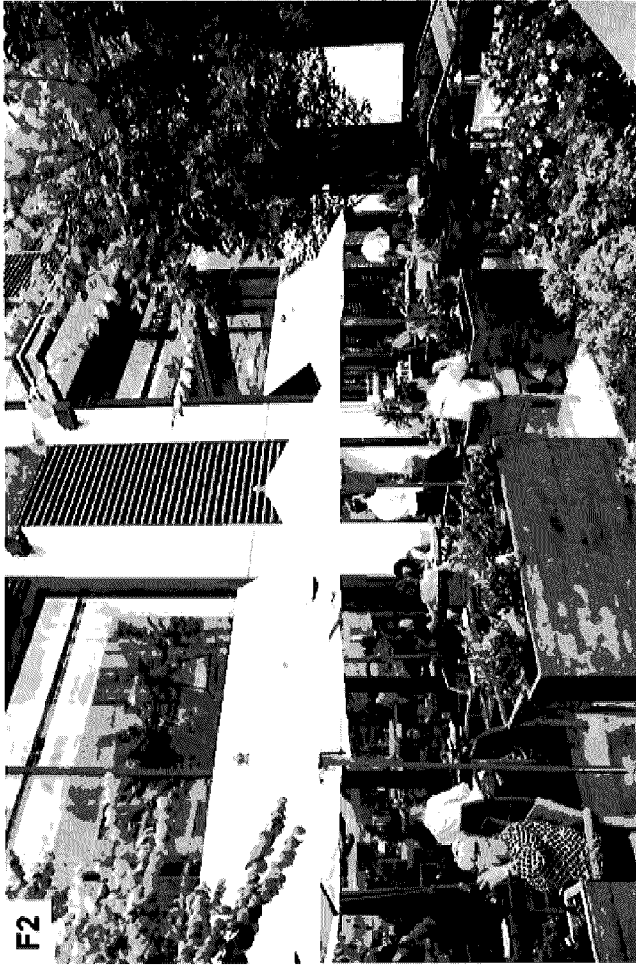
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B11







STREET EXPERIENCE⁷⁹

Exhibit "D-1"

Hospital Campus Code Modifications

Exhibit D-1
Code Modifications and Waivers
Hospital Tract

Code Section	Title	Code Standard	Project Standard
Ch. 29	Sign Standards and Permits	Entire Chapter	<p>Signs will be permitted in the Hospital District in accordance with the Hospital Tract Sign Package as shown in Exhibit J.</p> <p>Signs will be permitted in MUEs and the hospital shall assume liability for any sign repair or replacement in the event the City needs to access the MUE. If a utility line is damaged by a sign or during sign installation, the hospital shall be responsible for the repair or replacement of that section of utility line. Internally illuminated signs shall be allowed.</p>
Chapter 29 Sec. 29-19 (a) and (b)	Sign Standards and Permits		<p>Awning signs and canopy signs may extend above or below the roof line. The calculation for such signs shall follow the City's Code for wall signage as outlined in Sec. 29-16(g)(2).</p>
41-48 (b), (c)	Concept Plan package (CPP)	Concept plan required for larger projects	<p>Approved PUD and Development Agreement shall satisfy the provision of this code section.</p>
41-136 (b)	Access	<p>Each lot shall front a public street of, in the case of a planned development, have access to a public way by access easement sufficient to meet the requirements of the fire code adopted by the city...</p>	<p>In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress through shared access easements for fire lane, required services (deliveries/solid waste), residents, and customers, street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site/MOB site shall submit a development site plan to ensure</p>

J

Exhibit D-1
Code Modifications and Waivers
Hospital Tract

			compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access easements may be allowed.
41-135 (b)	Blocks; Length	Blocks shall not exceed 1,000'	Blocks shall be permitted to exceed 1000' provided they remain in compliance with the fire code.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [HS] Setbacks	Setbacks: Front = 50'; Side = 50', Corner Side (Street/Alley) = 50', Street Side = 50'; Rear = 50'	Front setbacks may be administratively approved and adjusted via the site development permit application.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [HS] Minimum Lot Area	10 acres	No minimum area or depth Provided that adequate fire access, setbacks, and other requirements of City codes are satisfied. The hospital shall submit a development site plan to ensure compliance with the DA, zoning, and other city regulations.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [HS] Minimum Street Line Width (feet)	200'	Street line width requirements may be administratively approved and adjusted via the site development permit application, provided that adequate fire access, setbacks, and other requirements of City codes are satisfied.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [HS] Height limit	100'	Maximum height of 150' for the hospital. Maximum height of 75' for the Medical Office Buildings.
41-137 (a)	Streets; Layout	Intersections required every 800'	No distance or interval requirement for intersections.

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Exhibit D-1
Code Modifications and Waivers
Hospital Tract

41-139	Crosswalks	Establishes requirements for crosswalk ways; provides guidance for intersections of Vybe Trail System and shared use paths with streets	Exempt project from any crosswalk connections, or traffic control signals across FM 1626 or Marketplace Avenue for pedestrian facilities. Owner shall determine need and specifications for crosswalks on Property.
41-140	Watershed and Flood Prevention	Establishes storm water management requirements	Exempt Project from requirement to provide on-site facilities for storm water detention if impervious cover does not exceed 85%.
41-141 (a)	Municipal Utility Easements; Rear and Side Lots	Rear and side lot lines shall contain or have access to a municipal utility easement at the rear of each lot and/or at other locations as determined by City	MUEs shall be required where utilities are located. MUE locations shall be reviewed as part of the City's subdivision process.
41-146	Streetlights	Establishes requirements for provision of streetlights	Streetlights or site lighting may be included within the project but streetlights shall not be required on Old Bridge Trail or Marketplace Avenue. Streetlights along FM 1626 shall be determined administratively.
41-147	Parkland Dedication	Establishes parkland dedication requirements	Exempt Project from parkland dedication requirements for development and construction of Doctor/Nurse/Staff living quarters, overnight accommodation facilities or other inpatient facilities accessory to a primary use within the Project.
53-33 (n) – Chart 4	Hospital Parking and Parking Garage Construction		Off-street parking for the Hospital facility within the Hospital Campus shall be provided by surface parking and parking garage. Off-street parking spaces shall be allowed to be in front of the principal building and shall be screened from the public right-of-way pursuant to the City's Landscaping Ordinance, including Section 51-11(b)(4) ("Evergreen vegetative screens"). Surface parking shall not exceed 35% of the overall site. The Hospital facility shall not exceed 450 medical/surgical beds, as reported to the Texas Department of State Health Services, without constructing the parking garage for the Hospital to supplement the surface parking. The Owner will maintain

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Exhibit D-1
Code Modifications and Waivers
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			conde-required minimum parking except during construction. During times of construction, parking spaces can be utilized for temporary construction offices or construction parking.
53-632 (1)(a)	Accessory Uses	Accessory uses may not exceed 25% of the total floor area of the principal building	Allow the sum of all accessory uses in a principal building to exceed 25 percent of the total floor area of the principal building.
53-631	Purpose and Permitted Uses	Establishes permitted uses	Allow Inpatient Services and Automated Teller Machine as permitted uses.
53-633 (1)	Conditions and limitations	Varies	Allow the building to achieve a maximum height of 150 feet for all buildings. Permitted height can exceed the height when and only when structured parking is included in the construction design of the building and occurs in the same phase of construction as the building. Penthouse shall not exceed 14 ft. height. Helipad to include Federal Aviation Administration regulatory compliance. Helipad to be allowed on grade and on roof of hospital structure.
53-633 (2)	Lot coverage	80%	Impervious cover allowed up to 85% without onsite detention.
53-633 (3)	Floor area ratio	1.8:1	No maximum floor area ratio.
53-633 (4)	Off-street parking	Varies	Allow off-street parking spaces to be in front of the principal building and not screened from the public right-of-way. Surface parking shall not exceed 35% of the overall site. The Hospital facility shall not exceed 450 medical/surgical beds, as reported to the Texas Department of State Health Services, without constructing the parking garage for the Hospital to supplement the surface parking.

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Hospital Tract

53-634 (3)(a)	Site development regulations; Materials	Varies	Elevations shall comply with the Elevation Exhibit.
53-634 (4) 54-5	Landscaping and screening requirements	Varies; 10% of property	Agriculturally exempt property is exempted, future phases are exempted, floodplain is exempted from the calculation and the landscaping and screening requirements. Additionally, any agricultural land may be allowed to have any length grazing plants, grass, wildflower/pollinator meadows, or other ag or wildlife ecosystems as required to support the ag exemption. Mowing shall not be required on these parts of the project, except that mowing may be required immediately adjacent to or within 50 feet of developed portions of the Project. The minimum landscaping area requirement shall be calculated cumulatively across the Property, even if the Property is subdivided.
54-11 (b)(1)	Screening	Varies	Exempt the Project from screening requirements for off street parking lots and at-grade helipad facilities and associated equipment regulated by the FAA.
54-11	Screening	Fences up to 10'	Fences up to 12 feet are allowed around utility facilities, services areas, and equipment yards. Fencing shall comply with other requirements of the City's landscape ordinance.
53-893	Conditional use permit required	A conditional use permit is required for the construction of any new structure for a commercial, retail or business use within an overlay district	Exempt the Project from the conditional use permit requirement for construction of structures within any portion of the Project within the FM 1626 Overlay District. Future CUP requirements may apply but CUP may be approved administratively and not by P&Z. Owner may appeal administrative CUP approval to P&Z and City Council.

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53-900	The Vybe	Construction and maintenance of the Vybe is generally borne by property owners	City is responsible for the construction and maintenance of the Vybe and all Vybe Trail elements within the Project, including all accessory components of the Vybe Trail including, but not limited to lighting, seating, signage, security cameras, etc.
41-51.1 51-53(f)	Expiration	2 years individual permit / 5 years overall project	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) to 20 years. Zoning does not sunset. PUD valid until amended. Permits and site plans shall be in accordance with current City regulations, with an automatic 2-year extension.
53-725	Expiration	2 years unless 25% of public infrastructure is constructed, 50% of first phase with phasing	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. See above comments. Infrastructure construction and phasing shall be in accordance with City regulations and processes, with an automatic 2-year extension.
53-723	Final site plan	Following the approval of the preliminary site plan,...The final site plan providing all the detail required for development, subdivision, zoning, and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.	Overall development shall be in accordance with the applicable Land Plan and phasing plan, but pad site/MOB development may require a development site plan for each site, in accordance with adopted City process.

Exhibit "D-2"

Mixed Use Development Code Modifications

Exhibit D-2
Code Modifications and Waivers

Retail and Services District Development Standards (following 53-480)

Code Section	Title	Code Standard	Project Standard
Chapter 29	Sign Standards and Permits		Signage shall comply with Sec. 29-16(g)(2) for wall signage and Sec. 29-17 for all other applicable signage. For any sign types not included under these sections, the applicable Code section shall apply.
Chapter 29 Sec. 29-19 (a) and (b)	Sign Standards and Permits		Awning signs and canopy signs may extend above or below the roof line. The calculation for such signs shall follow the City's Code for wall signage as outlined in Sec. 29-16(g)(2).
Chapter 29 Signs Sect. 29-17	Sign Regulations Relating to Commercial Located on Interstate 35 Sign Category		Shall apply for signage for all Mixed-Use Development of Hospital Tract
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Setbacks	Setbacks: Front = 25'; Side = 10', Corner Side (Street/Alley) = 15', Street Side = 15'; Rear = 15'	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to at the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities. Front setbacks may be administratively approved and adjusted via the site development permit application.
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Lot Area	6,000 sf	No minimum area or depth, provided that adequate fire access, setbacks, and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.

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41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Street Line Width (feet)	50 feet	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site and each lot shall be reviewed and approved via the City's adopted subdivision process, to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access shall be allowed.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Height limit	45 feet	14 stories and a maximum of 120' for the hotel conference facility, hospital facility and office towers. Maximum 10 stories for multi-family for lease or sale.
53-483	Building façade requirements [RS]	100% stone, brick, masonry, stucco, masonry veneer, or similar granular product excluding doorways and windows	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3]	Multifamily Project	Multifamily units may be for sale or lease
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3] Minimum Lot Area	12,000 sf plus 1,500 sf for each residential unit	No minimum area or depth but adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Density shall be per PUD Project Density Exhibits (Exhibit F-4 for Hospital Tract and Exhibit G-2 for Lake Park Tract).

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Code Modifications and Waivers

53-33 (l) - Chart 2	Impervious Coverage. Maximum Lot Coverage by Percent [RS]	80% per lot	85% impervious cover averaged across gross site area of overall project area limits to be provided in a summary chart at Site Development for tracking against the total available/total used with each permit. Gross Site Area includes the entire PUD boundary.
53-33 (m) - Chart 3	floor area ratio / Building Area Maximum Floor Area Ratio to Land Area	R/S: 1:8:1	FAR and density (units per acre, total units, total square footage of uses) will be tied to overall height limits and maximums by use category for entire project per PUD and Development Agreement. Density is per the PUD Project Density Exhibits (Exhibit F-4 for the Hospital Tract and Exhibit G-2 for the Lake Park Tract.) A Tracking Chart will be included with permitting documents for each pad site.
53-33 (n) – Chart 4	Hospital Parking and Parking Garage Construction		Off-street parking for the Hospital facility within the Hospital Campus shall be provided by surface parking and parking garage. Off-street parking spaces shall be allowed to be in front of the principal building and shall be screened from the public right-of-way pursuant to the City's Landscaping Ordinance, including Section 51-11(b)(4) ("Evergreen vegetative screens"). Surface parking shall not exceed 35% of the overall site. The Hospital facility shall not exceed 450 medical/surgical beds, as reported to the Texas Department of State Health Services, without constructing the parking garage for the Hospital to supplement the surface parking. The Owner will maintain code-required minimum parking except during construction. During times of construction, parking spaces can be utilized for temporary construction offices or construction parking.
53-294 (4)	Site development regulations [R-3-3] Approved materials	100% brick, stone, hardiplank or other approved masonry product	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP

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			approval to P & Z and City Council.
53-172 (Residential Condominium District), 53-238 (Multifamily Residential 1 District), 53-261 (Multifamily Residential 2 District), and 53-292 (Apartment Residential District)	Multifamily, Senior Living, Assisted Living, and Condominium Minimum living area sizes	Code Sections impose minimum living area size limitations for condominium and apartment units	Exempt. Shall be based on adopted Building Code (2021 IBC)
53-724	Amendments to PUDs	Code Section specifies considerations for amendments to PUDs	Modify to substitute the following: Owner may submit minor amendments to the Land Plans, including changes to the layout of permitted uses, driveways, lots and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with the PUD Ordinance. For purposes of this section, a minor amendment is an amendment that: (1) does not alter by more than ten (10) percent the total approximate gross floor area allowed for the Hospital Campus as shown on Exhibit "F-2" or allowed for the Mixed Use Development as shown on Exhibit "F-4" ; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance; (3) does not increase the number of LUEs allotted under this Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plans. Further, Owner may amend the Land Plan to include other uses permitted in the applicable base district or the applicable Code Modifications, subject to compliance with the Prohibited Uses in Exhibit "G" and subject to application to and approval by the City Manager or the City Manager's designated representative. Approval of the Owner's application to allow other uses permitted by the applicable base district or the Code Modifications shall be granted if the new use is consistent with the Project Description and if compliant

Exhibit D-2**Code Modifications and Waivers**

			with the minor amendment conditions (1) through (4), above. Owner may appeal the denial of a requested amendment by the City Manager to the City's Planning Commission and the City Council. Any amendment to the Land Plans that are not defined as minor amendments in this subsection must be consistent with the terms of this Agreement and shall require the approval of the Planning and Zoning Commission and the City Council.
53-480	Permitted Uses in RS, Retail Services District	Code Section specifies permitted uses within RS District	<p>Amend 53-480 to add the following additional Permitted Uses:</p> <p>Multifamily Residential (but prohibits walk-up type suburban style multi-family)</p> <p>Condominium Residential</p> <p>55 & Over (Active Community), Assisted Living, Memory Care, and Nursing Home</p> <p>Restaurant with Bar/Outdoor Seating/Entertainment</p> <p>Medical and Dental Office</p> <p>Professional Office</p> <p>Hotel</p> <p>Conference Center</p> <p>Vertical Mixed Use Building: a mixed use building where the use on the ground floor is different from a use on an upper floor. (Additional detail provided in Vertical Mixed Use Corridor Exhibits (Exhibit G-3 for Lake Park Tract and Exhibit f-5 for Hospital Tract).</p>

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53-684	[MXD] Off-street parking	various requirements /positioning on site	Off-street parking for Vertical Mixed Use Buildings will be per the Land Plan - one row of parking/fire lane allowed between street and building where shown and no parking along Vertical Mixed Use Building Corridors. Parking may be surface or structured or a combination. Parking ratios by use will be as detailed for the overall project. No maximums limits will apply. Parking studies documenting shared parking across uses and project areas shall be allowed. See 53-33 (n) (1) & Chart 4. Parking. Parking regulations. (see ratios below, 53-31 (n) (1) & Chart 4 as modified below)
53-685	[MXD] Transparency	60% from 2'-8", 3 1/2' above sidewalk max	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-687	[MXD] Vehicle and driveway access	No more than two public street curb cuts are allowed. No more than one allowed at less than 300 foot intervals.	Vertical Mixed Use Buildings shall be exempt. Land Plan shall govern access for project and access shall comply with the City's Transportation Criteria Manual.

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41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Setbacks	modified by underlying use district (see RS above)	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Lot Area	5 acres	No modification, provided any future modification to a portion of the overall PUD will not have to meet a minimum Area. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Street Line Width (feet)	modified by underlying use district (see RS above)	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access shall be allowed.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Height limit	modified by underlying use district (see RS above)	14 stories and a maximum of 120' for hotel conference facility, hospital facility, and office towers. 10 stories for multifamily lease or sale.

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41-136 (b)	Access	Each lot shall front a public street of, in the case of a planned development, have access to a public way by access easement sufficient to meet the requirements of the fire code adopted by the city...	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress through shared access easements for fire lane, required services (deliveries/solid waste), residents, and customers, street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access easements shall be allowed.
53-892, 53-893 & 53-899	I-35 overall district development standards	various requirements, including conditional use permit	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-892 & 53-893	1626 overall district development standards	various requirements, including conditional use permit	Compliance with the PUD and Development Agreement shall be considered compliance
53-33 (n) (1) & Chart 4	Parking. Parking regulations.	Bars, varies, restaurants, taverns, night clubs: 1 per 4 seats or 1 per 3 persons of occupancy. RS/E districts 1 per 250 s.f. unless otherwise stated by SIC code. Hotels/motels 1 space per bedroom and 1 space per 2 employees.	Multifamily, Condominium, Vertical Mixed Use Building, Senior Living, condo & MF = 1.5 parking space per dwelling unit plus 10% guest parking; Hotel = 1.1 parking spaces per living unit or hotel room; Assisted Living: 1 parking space per 4 residents; Non-residential uses: 1 parking space per 300 s.f. (office, retail, services, etc.); restaurant area/entertainment area: 1 parking space per 100 s.f. (patio seating at 1 space per 4 seats or based upon gross square footage); no maximum limits shall apply to any uses/parking ratios.
53-33 (n) (3)	Maximum parking	Maximum = 150% of Required	No maximums will apply

Exhibit D-2**Code Modifications and Waivers**

53-33 (n) (5) & (8)	Reduction of parking & Special exception	5% reduction for each of certain initiatives, max 10% reduction, additional council discretion	Shall meet Code and parking minimums established in this PUD.
41-48 (b), (c)	Concept Plan package (CPP)	Concept plan required for larger projects	Approved PUD and Development Agreement shall satisfy the provisions of this code section.

Exhibit D-2
Code Modifications and Waivers

41-51.1 & 51-53(f)	Expiration	2 years individual permit / 5 years overall project	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. Zoning does not sunset. PUD valid until amended. Permits and site plans shall be in accordance with current City regulations, with an automatic 2-year extension.
53-725	Expiration	2 years unless 25% of public infrastructure is constructed, 50% of first phase with phasing	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. See above comments. Infrastructure construction and phasing shall be in accordance with City regulations and processes, with an automatic 2-year extension.
53-723	Final site plan	Following the approval of the preliminary site plan,...The final site plan providing all the detail required for development, subdivision, zoning, and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.	Overall development shall in accordance with the applicable Land Plan, but pad site development shall require a development site plan for each site, in accordance with adopted City process.
41-135 (b) & (c)	Blocks. Length.	1,000 to 1,200 feet	Block lengths may be extended via allowable means provided by City Fire Code and other applicable Code provisions.

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41-137	Streets	Non-Urban Requirements	<p>Urban streets shall be allowed for public streets with on-street parking, narrow rights-of-way, wide pedestrian sidewalks, street trees, storefront, café dining, plazas, parklets, etc. to create mixed use urban walkability and pedestrian experience enhancements. Pavement shall be a minimum of 26 feet to meet fire lane requirements. Urban streets that have utilities located under street pavement, common areas, or sidewalks shall be privately maintained.</p>
41-141	Municipal utility easements (MUEs)	varies	<p>MUEs shall be required where utilities are located. MUE locations shall be reviewed as part of the City's subdivision process.</p>
53-1014	Lighting curfews	varies	<p>Due to I-35 proximity, commercial/industrial adjacency, density, walkability, hotel, hospital proximity and unique mix of uses, lighting curfews will not be required on this project. Should there be a parcel that is not part of the street connectivity with closing times that will not impact safety and security of the residents/guests, those specific areas may choose to have lighting curfews at owner/developer discretion.</p>

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Code Modifications and Waivers

Stormwater & Floodplain

Code Section	Title	Code Standard	Project Standard
41-140 (a) (2) & (b) (2) (k) & 41-140 (3) i.3.	Watershed and flood prevention. Stormwater management. General design requirements.	All development establishing impervious cover or otherwise modifying an existing site shall incorporate facilities to prevent any increase in the peak rate of runoff from a two-year, ten-year, 25-year and 100-year frequency storm. The city engineer may waive this requirement...	Approved detention exemption study with approval letter exists for the project site utilizing Atlas 14 rainfall event (Kyle Storm). Project shall be exempt from the requirement to provide stormwater detention facilities for up to 85% impervious cover per the approved study dated 08/17/2020 by J. Travis Wilson, P.E., MillerGRAY, using the Kyle Storm (Atlas 14) approved per letter dated 10/23/2020 signed by City Engineer and Floodplain Administrator. Impervious Cover in excess of 85% (gross site) will require detention facilities for the excess impervious cover per code or a new/supplemental detention study of the additional impervious cover.
50-411 (a)(b)	Overland flow	(a) Drainage patterns must be designed to: various. (b) The applicant shall design an enclosed storm drain to mitigate potential adverse impacts...	Where limited by parkland, park improvements or amenities, Vybe or lake trails, utility crossings (ARWA, Gas Transmission, City of Kyle Bunton Wastewater Interceptor, or similar), stormwater drainage patterns are allowed to include overland flow, but not required to be conveyed by overland flow. Internal project drainage shall be via enclosed storm drain.

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Code Modifications and Waivers

17-24	Methods of reducing flood losses and nuisance conditions.	(7) & (8) stream buffer/setback	Notwithstanding Sec 17-24, parkland improvements and amenities with appropriate anchoring, flood hardening, etc. shall be allowed within the stream buffer/setback. Additionally private improvements and amenities related to recreation, trails, and greenspace shall be allowed within the stream buffer/setback. Additionally restaurant, entertainment, retail, hotel, and wellness center uses on the south bank (ref. Land Plan, Exhibit G-1) shall be allowed within the stream buffer/setback to provide unique lakeside experiences. Additionally, fire lane, access drives, service drives, pedestrian routes, and other necessary support circulation shall be allowed within the buffer/setback to facilitate these uses/lakeside experiences.
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Utilities

Code Section	Title	Code Standard	Project Standard
54-5	Landscape and Screening Requirements	10% of property	Ag exempt property is exempted, future phases are exempted, floodplain is exempted from the calculation and the landscaping and screening requirements. Additionally, any land in Ag may be allowed to have any length grazing plants, grass, wildflower/pollinator meadows, or other ag or wildlife ecosystems as required to support the ag exemption. Mowing shall not be required on these parts of the project, except that mowing may be required immediately adjacent to or within 50 feet of developed portions of the Project.
54-11 (b) (3)	Screening	fences up to 10 feet	Fences up to 12 feet are allowed around utility facilities, services areas, and equipment yards. Fencing shall comply with other requirements of the City's landscape ordinance.

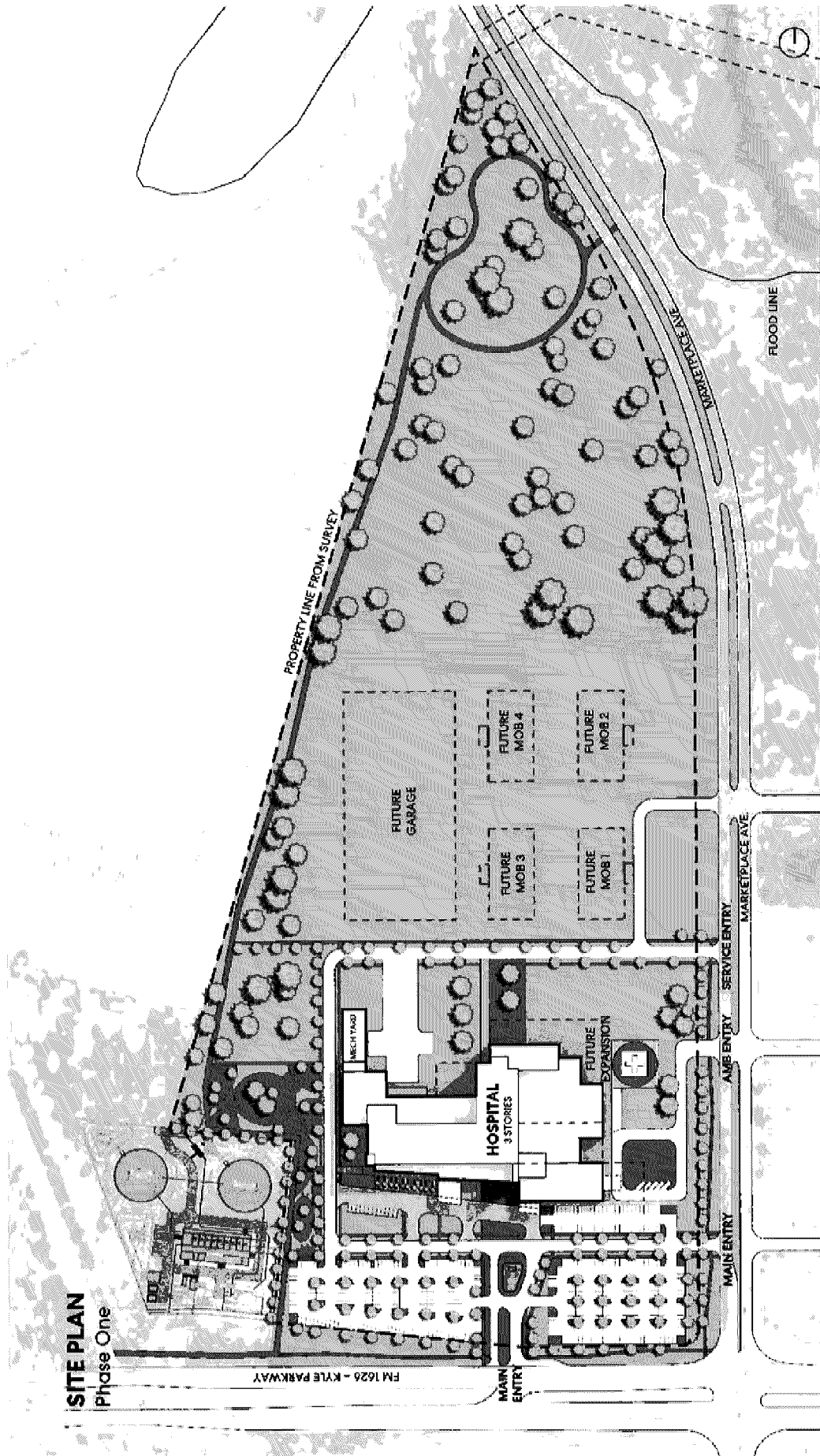
Exhibit D-2
Code Modifications and Waivers

Parkland (41-147)

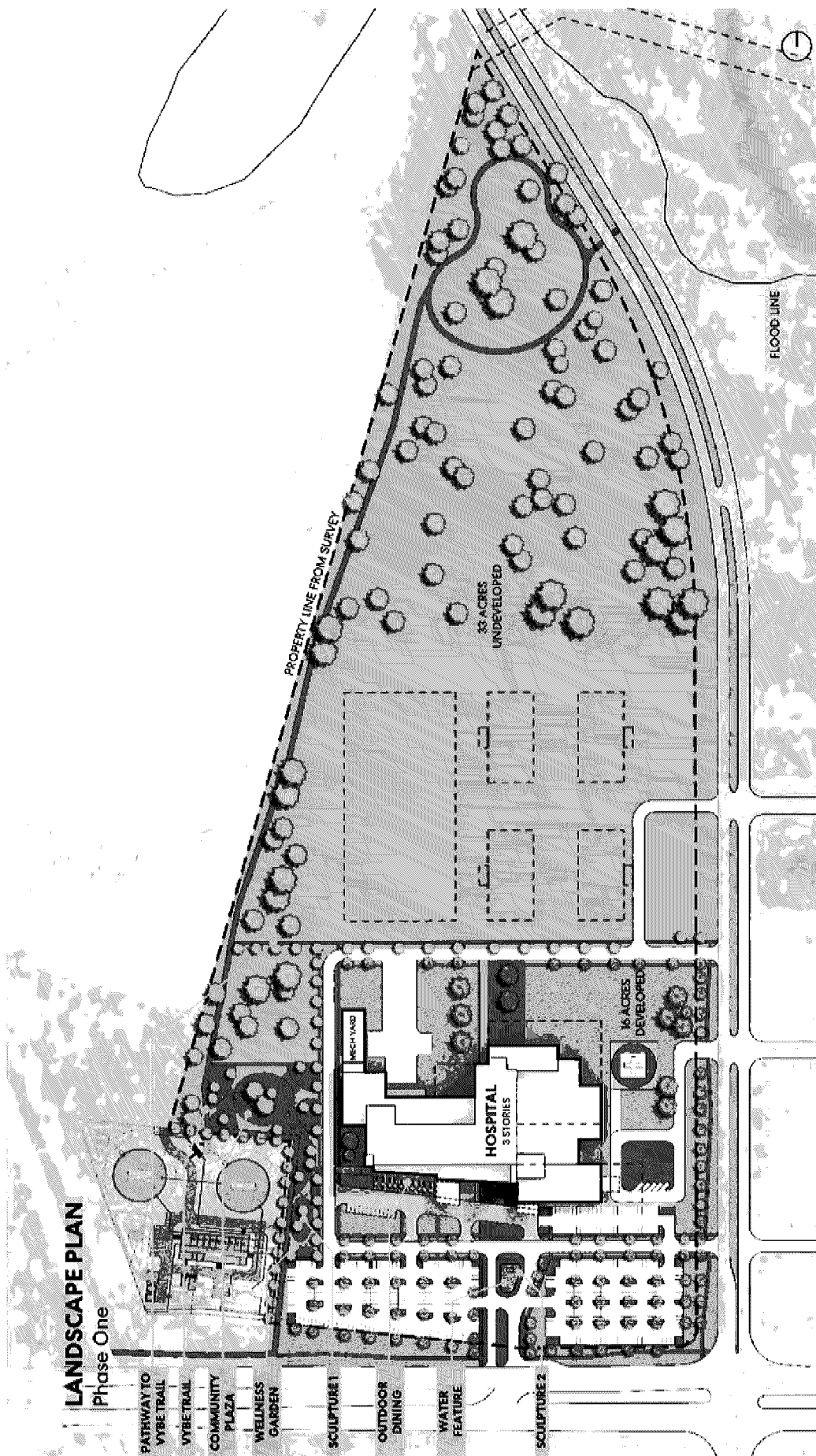
Code Section	Title	Code Standard	Project Standard
41-147 (h)(1) a. & b. & c.	Parkland dedication. Additional requirements.	Any land dedicated to the city under this section must be suitable for recreational purposes...	The proposed parkland along Bunton Creek / Lake District is suitable for greenbelt, nature, and water recreation activities. It is an integral part of the Vybe network and shall be deemed to provide for suitable recreational purposes regardless of items a, b, c. This land shall be acceptable as parkland dedication. Parkland dedication & improvement fees shall be waived per the Development Agreement.
41-147 (h)(4)	Parkland dedication. Additional requirements.	Each park must have ready access to an improved public street. Park entrance must be visible to the public.	Project frontage along Marketplace Avenue and Kyle Crossing will satisfy this requirement.

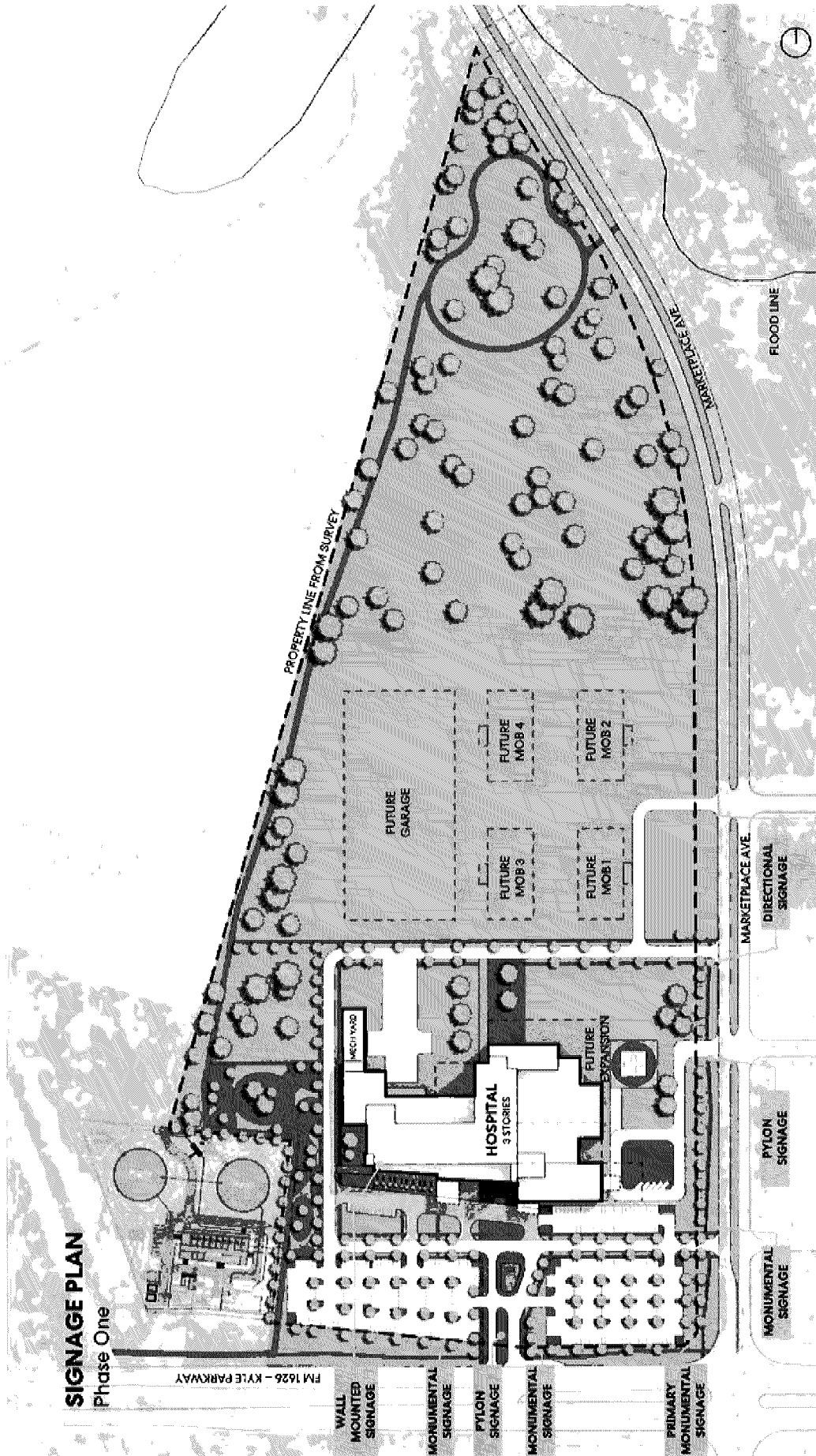
Exhibit "E"

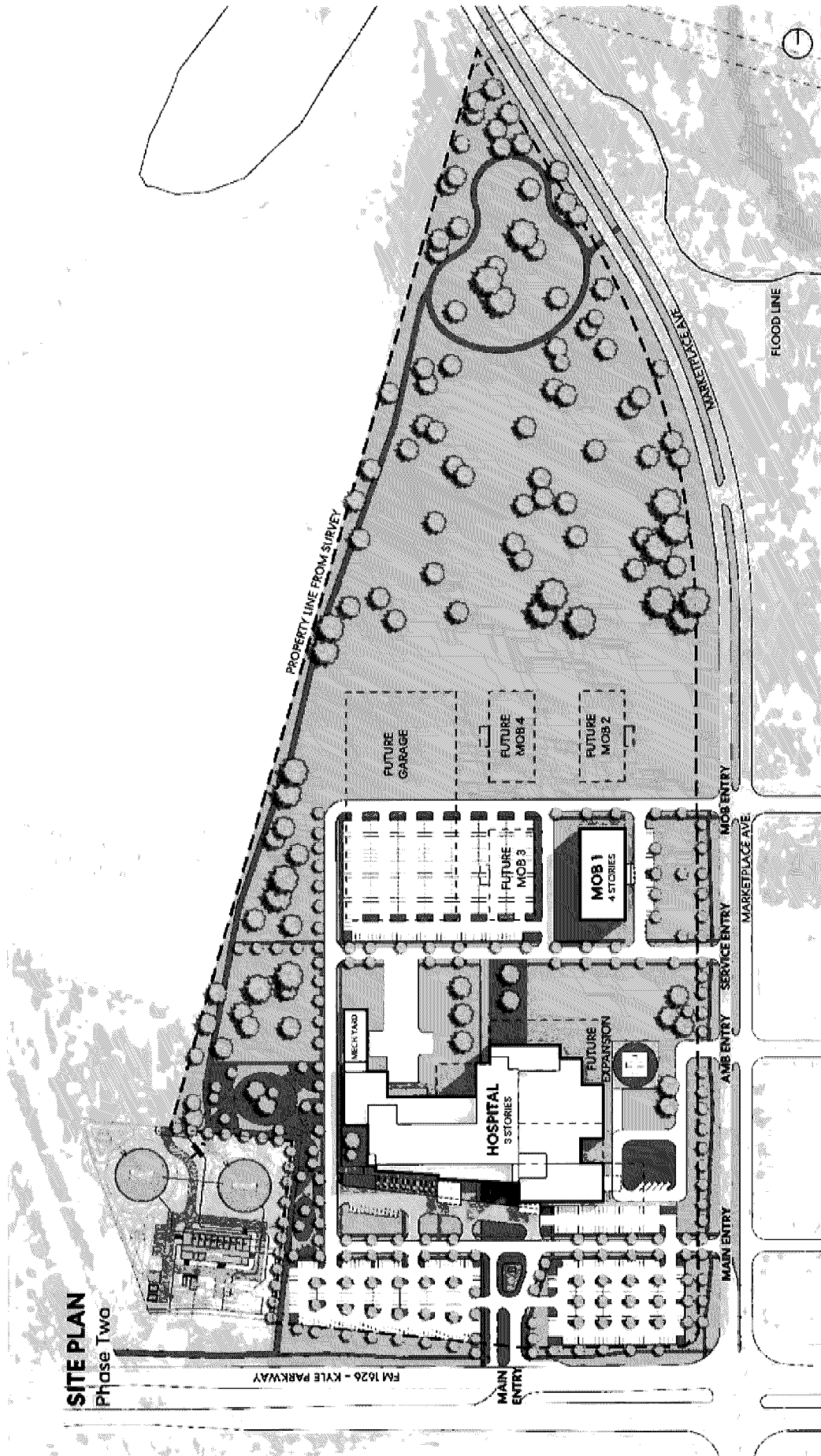
Hospital Campus Phasing Plan



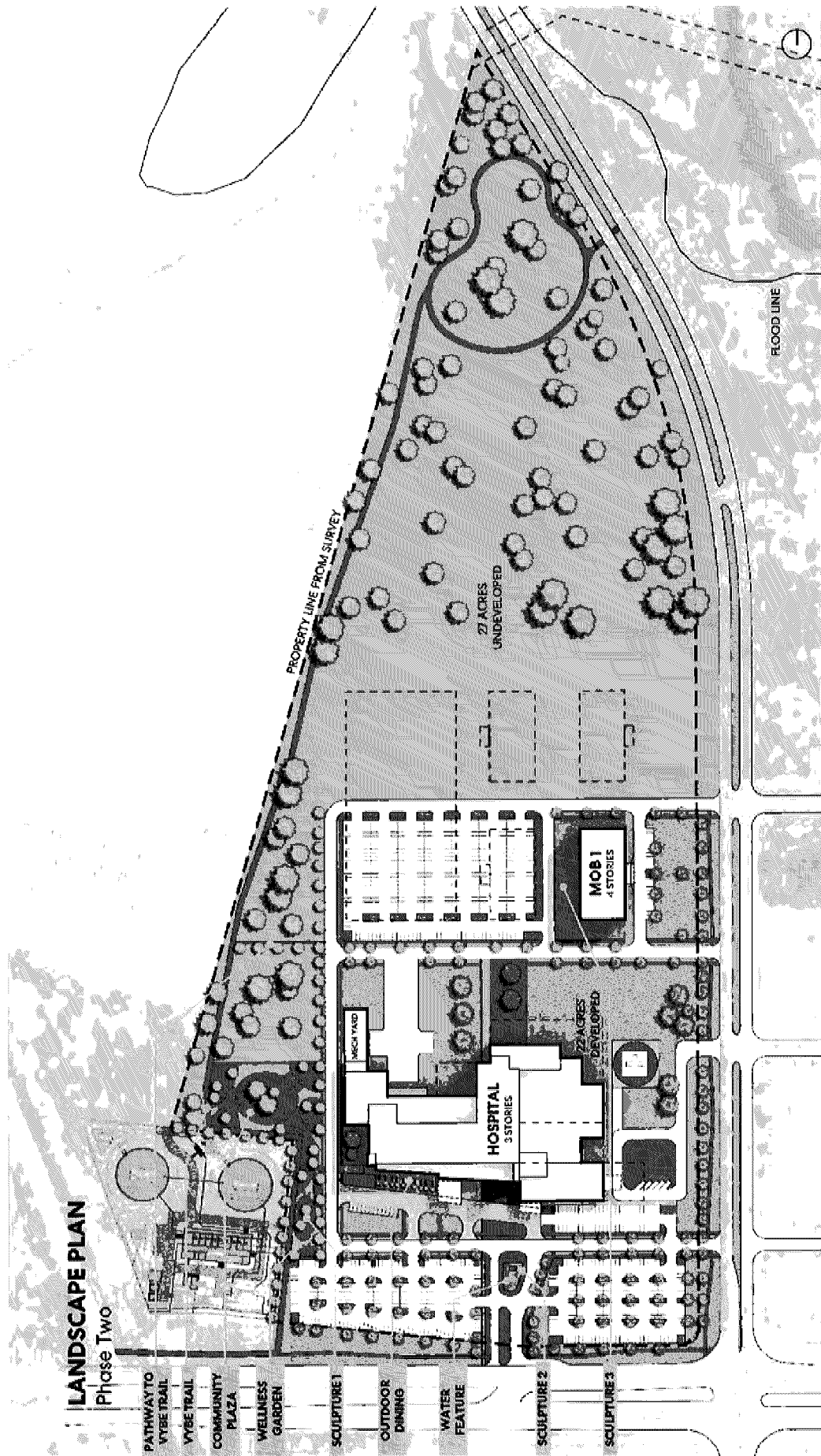
SITE PLAN
Phase One

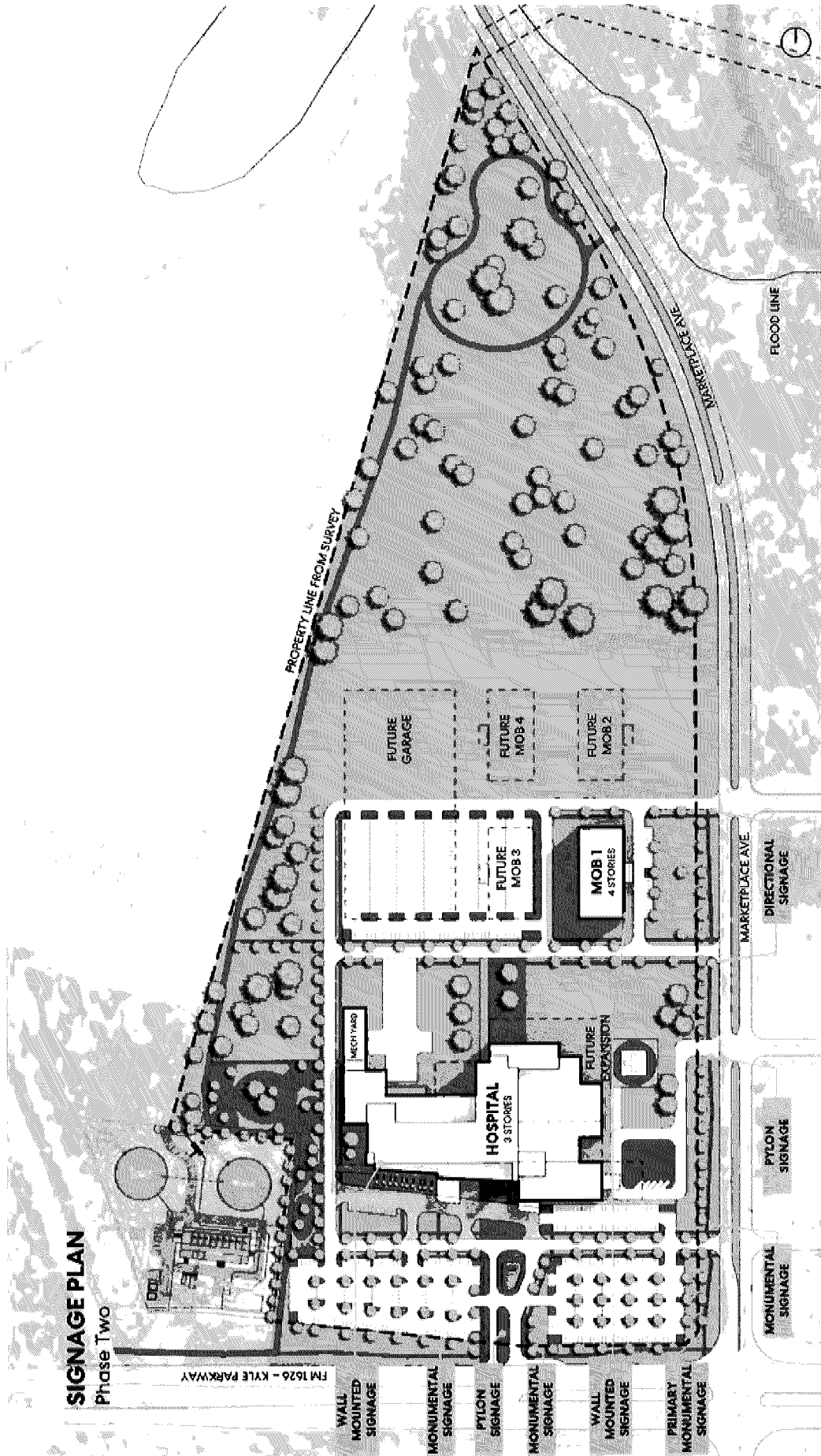






SITE PLAN
Phase Two





SIGNAGE PLAN
Phase Two

FM 1626 - KYLE PARKWAY

WALL MOUNTED SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

MONUMENTAL SIGNAGE

WALL MOUNTED SIGNAGE

PRIMARY MONUMENTAL SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

DIRECTIONAL SIGNAGE

MARKETPLACE AVE

FLOOD LINE

MARKETPLACE AVE

PROPERTY LINE FROM SURVEY

FUTURE GARAGE

FUTURE MOB 4

FUTURE MOB 2

FUTURE MOB 3

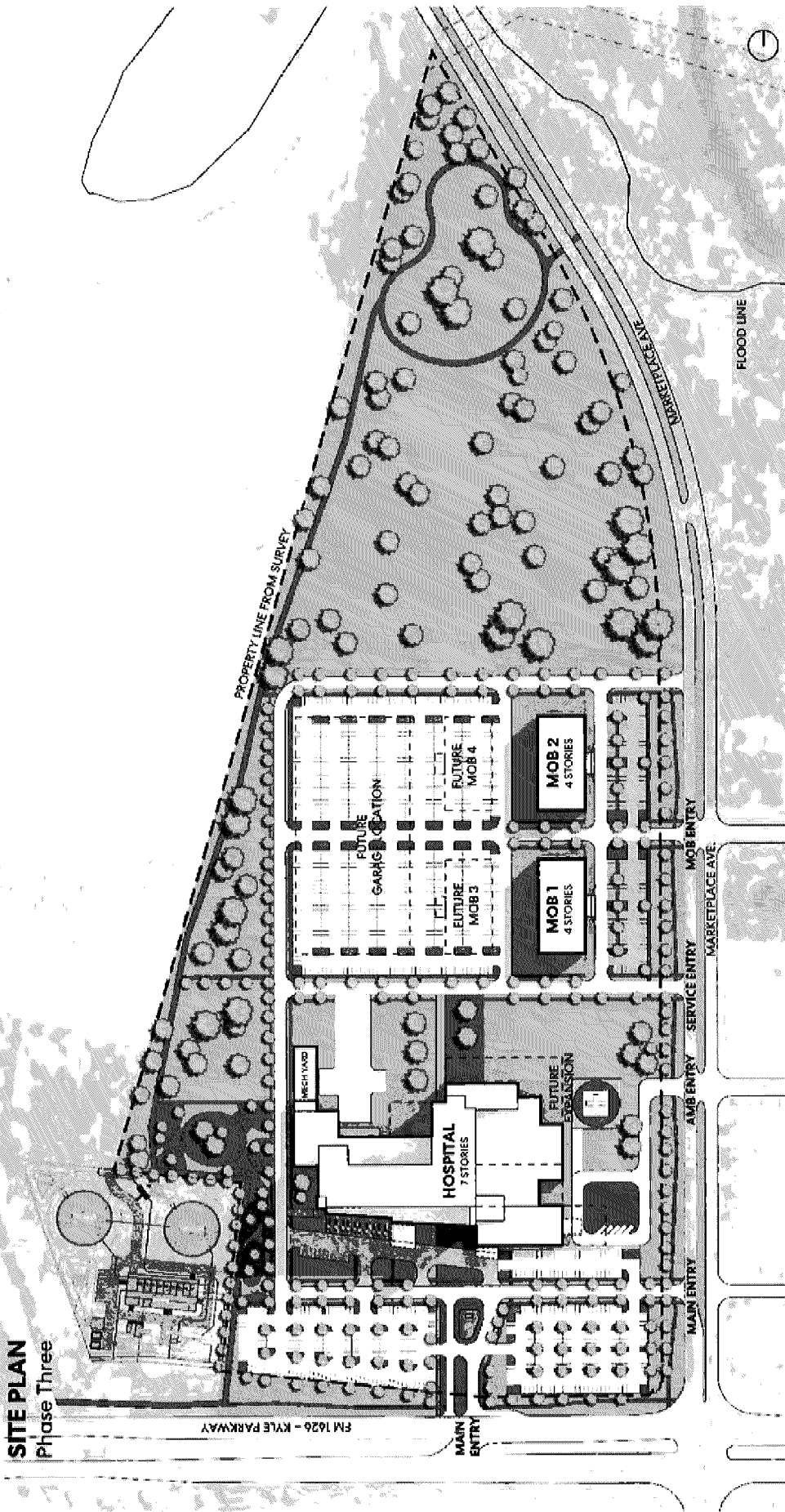
MOB 1 4 STORES

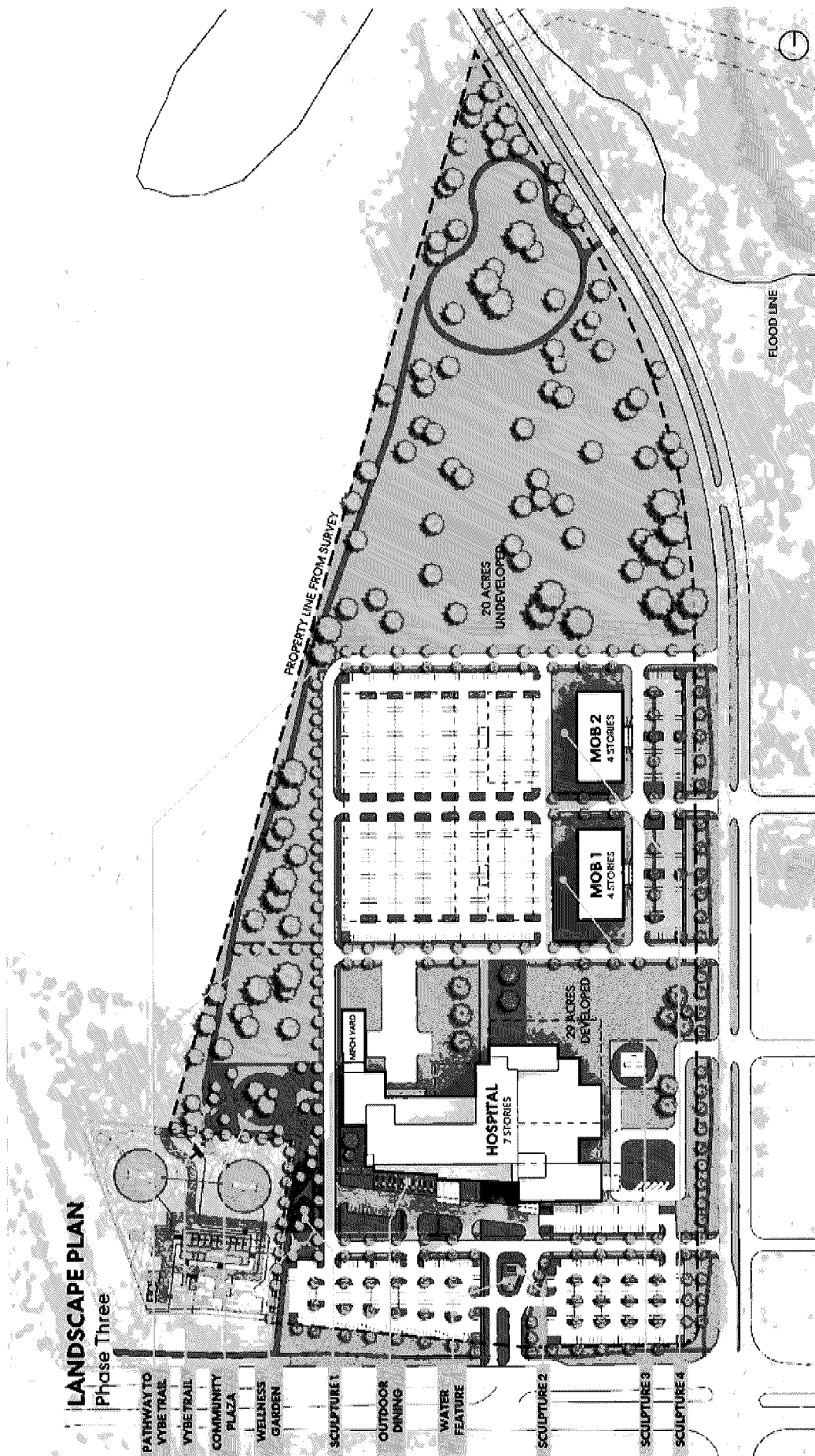
MECH YARD

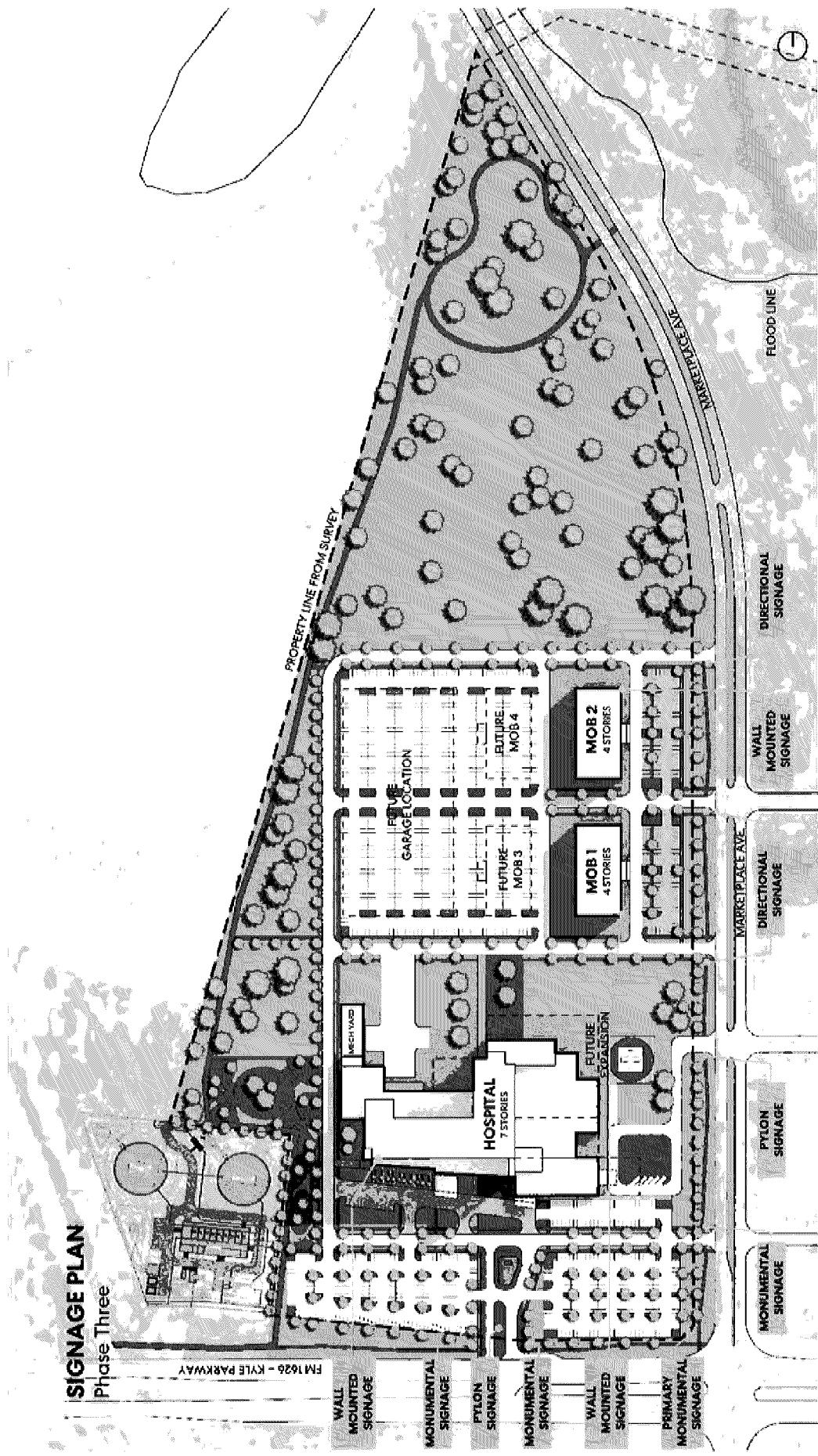
HOSPITAL 3 STORES

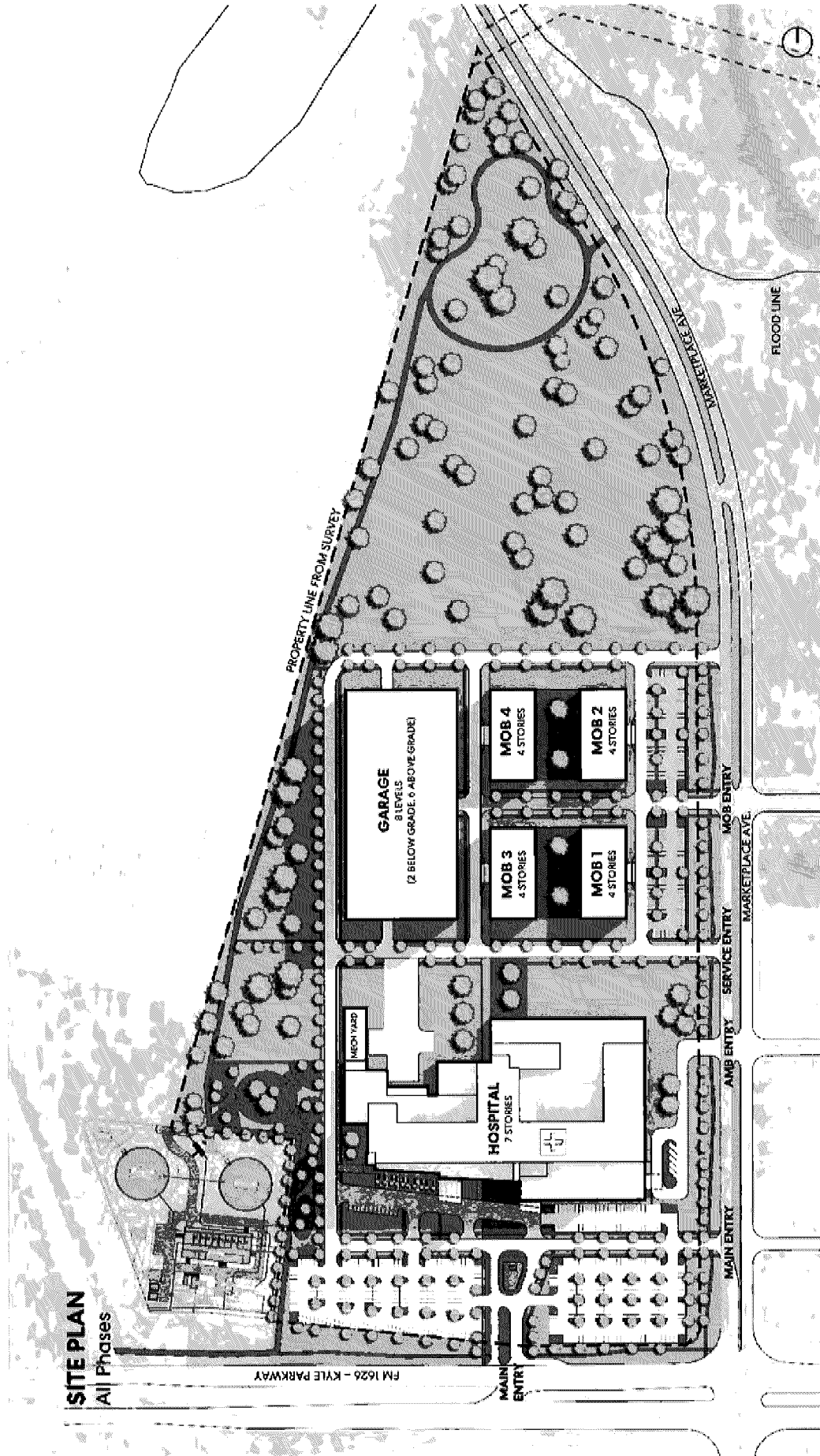
FUTURE EXPANSION

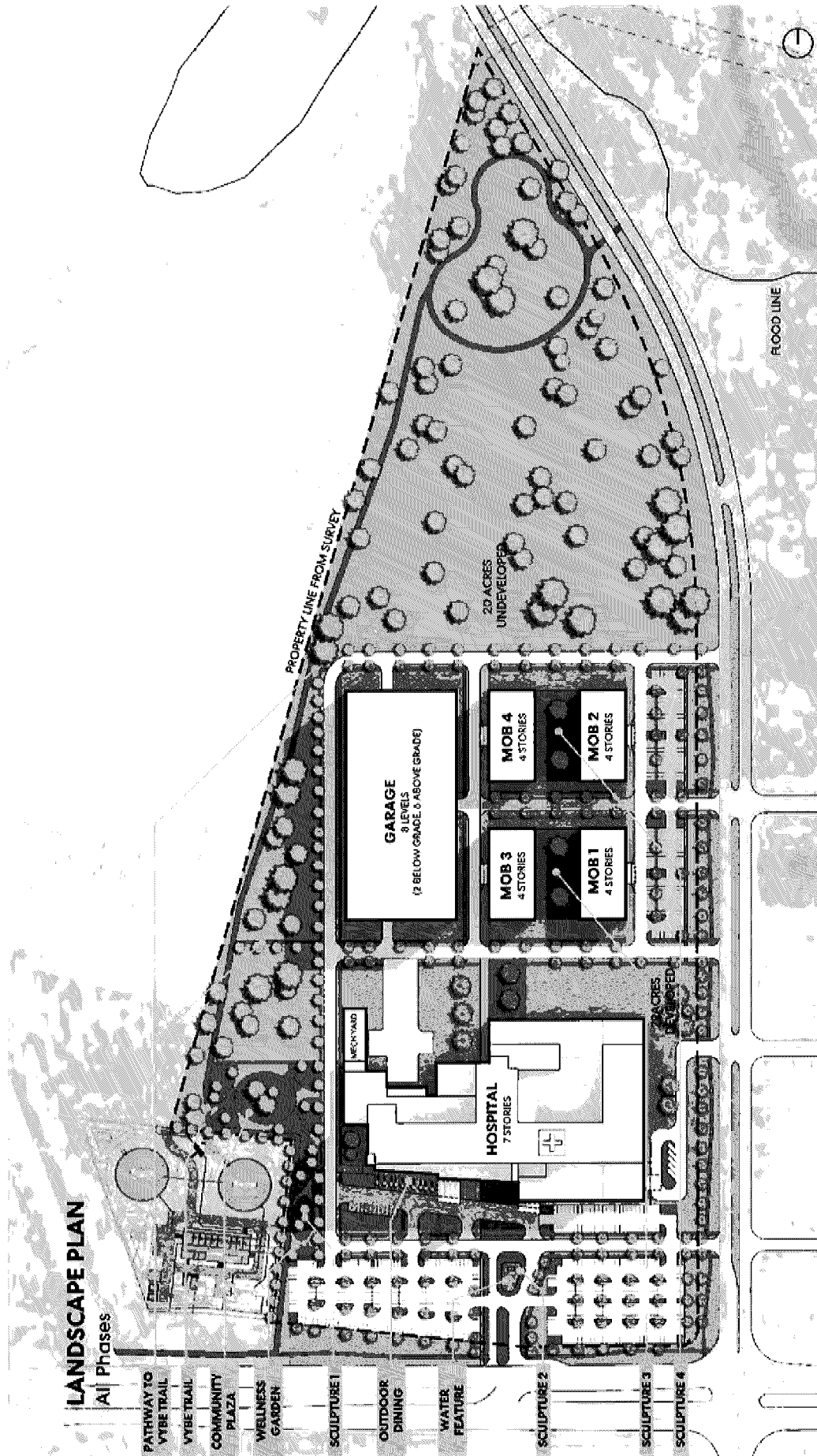
SITE PLAN
Phase Three

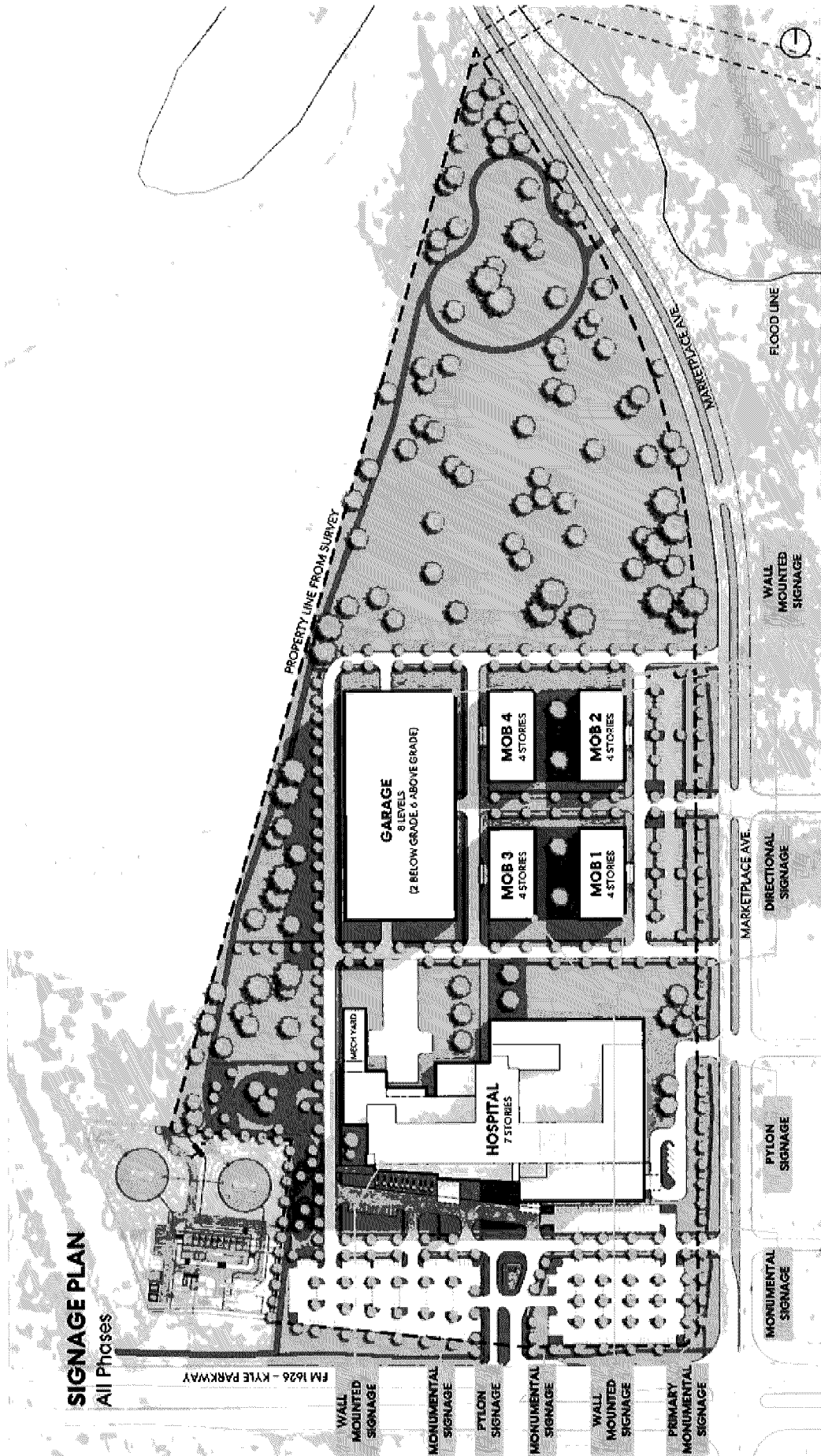












Exhibits "F-1"
Hospital Campus Land Plan

SITE PLAN

Legend:

- HOSPITAL OPEN SPACE/ TRAIL FOR PATIENTS AND VISITORS



VYBE TRAIL EASEMENT

FUTURE HOSPITAL EXPANSION

FM 1626 - KYLE PARKWAY

PROPERTY LINE FROM SURVEY

GARAGE
8 LEVELS
(2 BELOW GRADE & ABOVE GRADE)

MOB 3
4 STORIES

MOB 1
4 STORIES

MOB 4
4 STORIES

MOB 2
4 STORIES

HOSPITAL
7 STORIES

MECH YARD

AMB ENTRY

SERVICE ENTRY

MOB ENTRY

MAIN ENTRY

MAIN ENTRY

MARKET PLACE AVE

MARKET PLACE AVE

FLOOD LINE

117

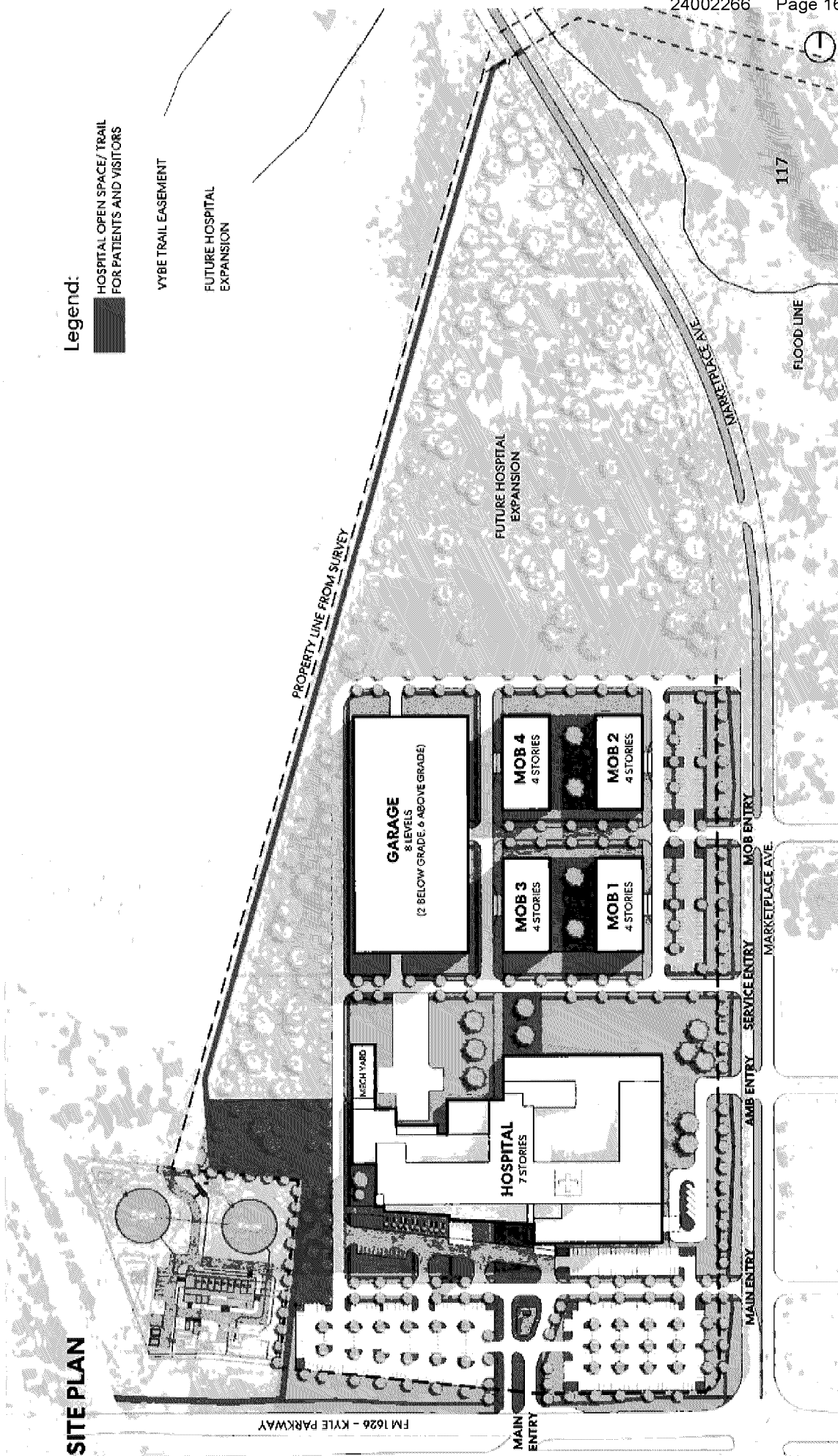


Exhibit "F-2"

Hospital Campus Project Density

Exhibit “F-2” Project Density for Hospital Campus

Hospital: 7 floors with total gross floor area of 693,000 square feet (550 hospital beds)

Medical Office Building 1 (MOB 1): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 2 (MOB 2): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 3 (MOB 3): 4 floors with total gross floor area of 80,000 square feet;

Medical Office Building 4 (MOB 4): 4 floors with total gross floor area of 80,000 square feet;

Exhibit “F-3”

Mixed Use Development Land Plan

Exhibit F-3 Mixed Use Development Land Plan

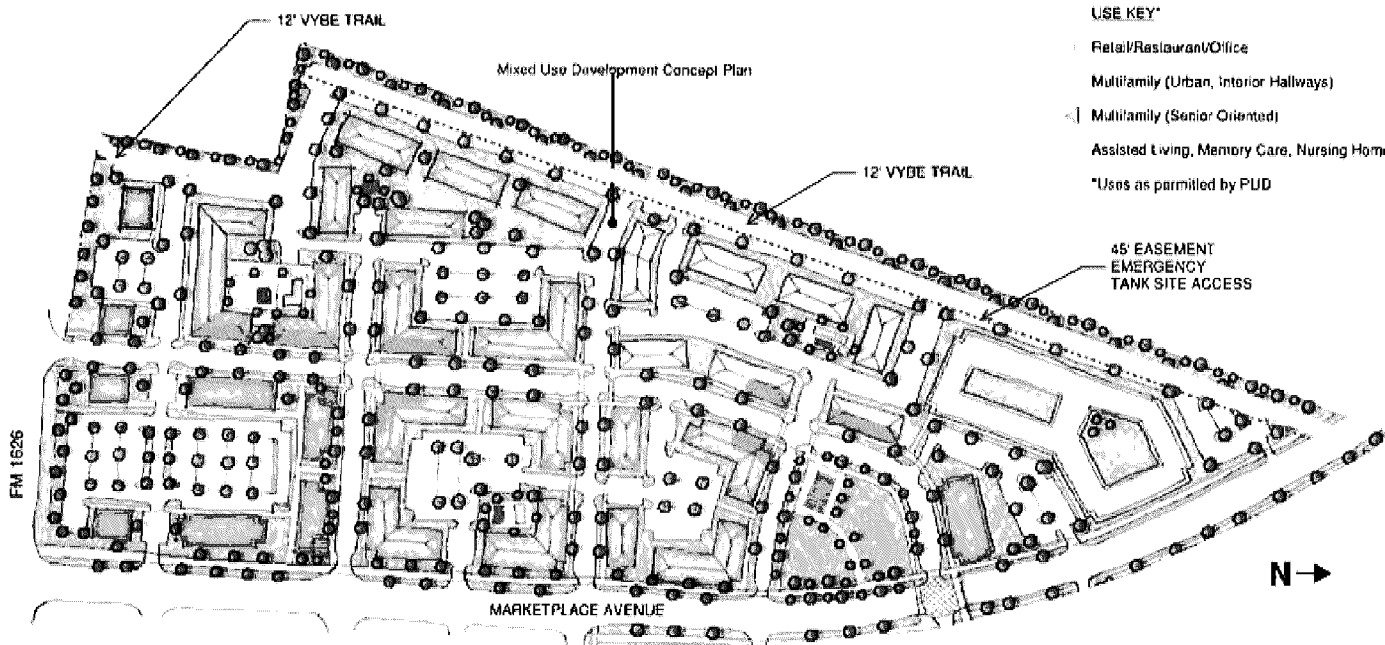


Exhibit "F-4"

Mixed Use Development Project Density

Exhibit F-4
Mixed Use Development Project Density

Use	Maximum Density
Retail	150,000 SF
Restaurant / Entertainment	75,000 SF
Office	300,000 SF
Mul. family	1950 Dwelling Units
Senior Living	250 Units
Hotel	250 Keys

Exhibit "F-5"

Vertical Mixed Use Building Corridors

Exhibit F-5 Vertical Mixed Use (VMU) Building Corridors

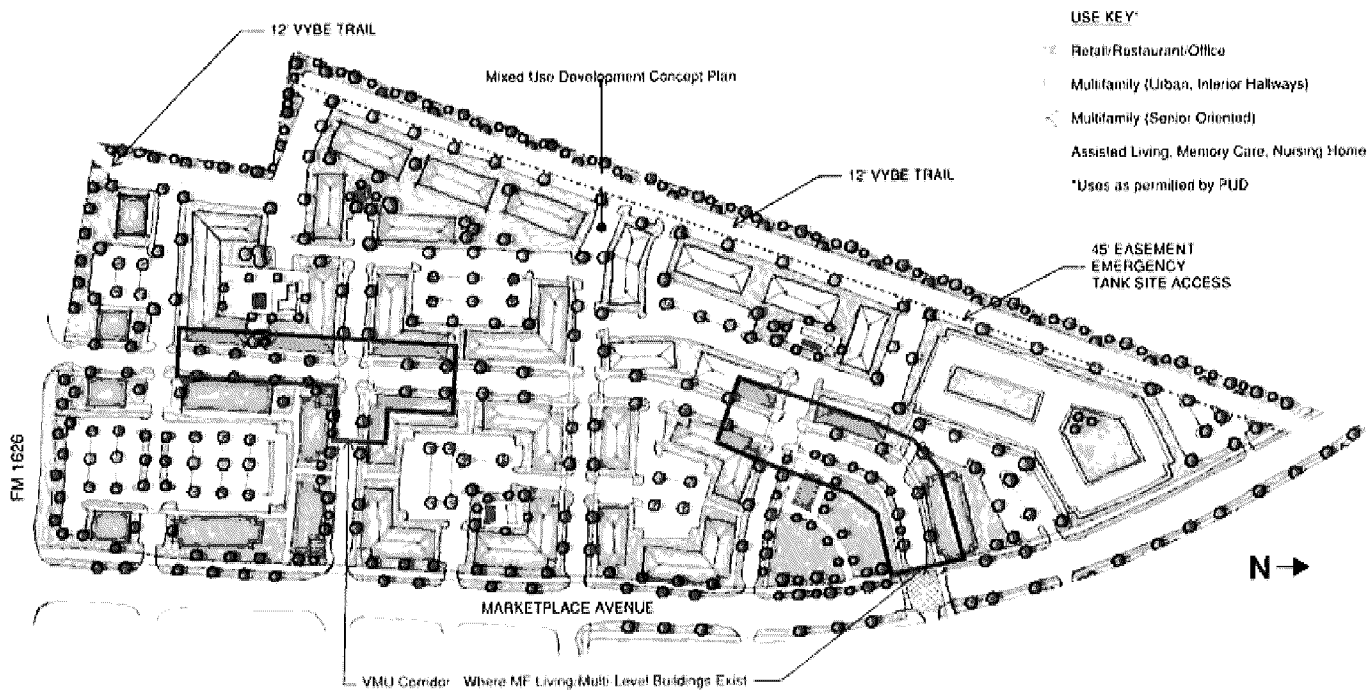


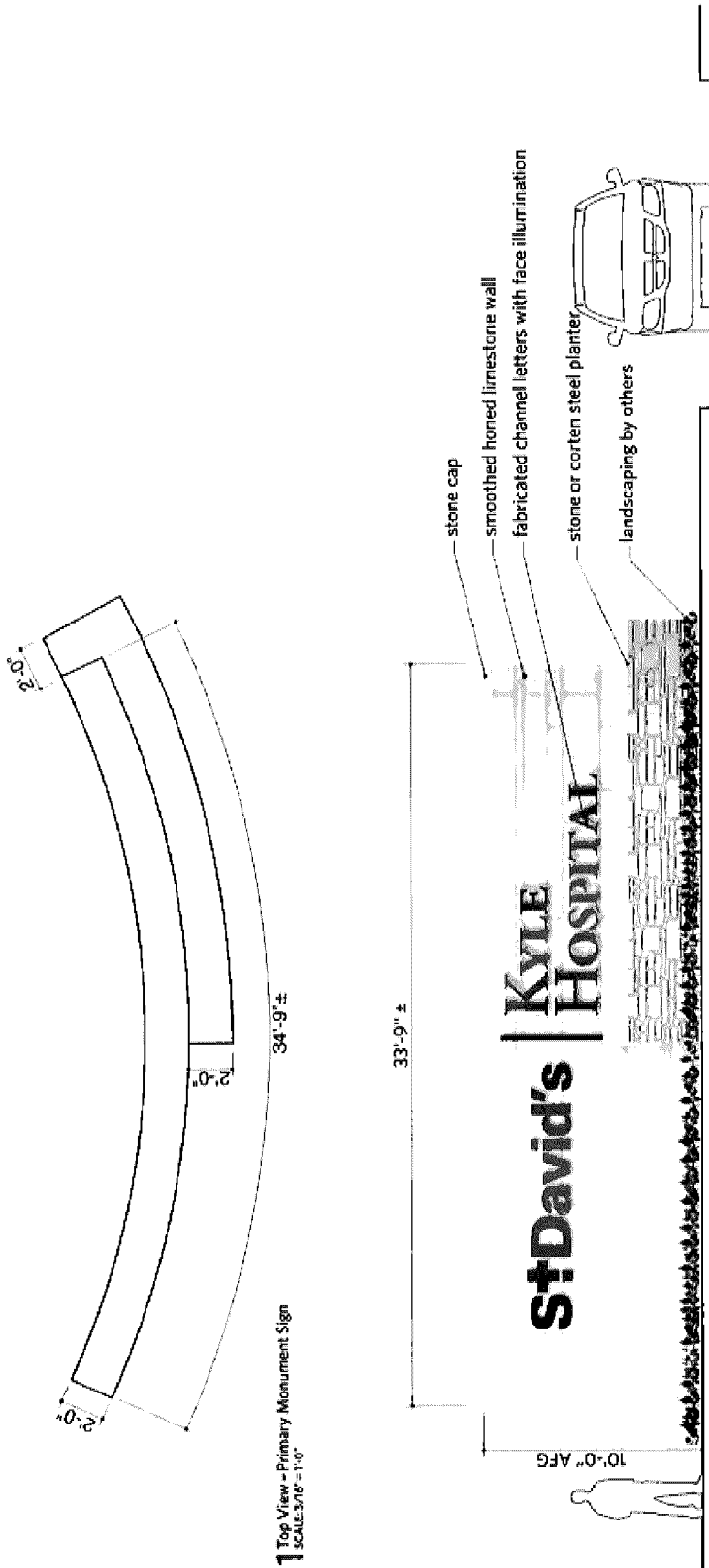
Exhibit "G"
Prohibited Uses

Exhibit G

Hospital Tract Prohibited Uses

1. Gas Station and Convenience Store-prohibited except one total Gas Station and Convenience Store is allowed for parcels with frontage on I-35. Prohibition does not apply to electric vehicle charging stations, which are allowed without prohibition throughout the Project as amenities/accessory uses or as stand-alone uses.
2. Liquor Store (Alcoholic Beverages, Off Premises)-prohibited except as in-line retail tenant (i.e. small wine shop, etc.)
3. Mattress Store-prohibited
4. Veterinary Hospital-allowed for domesticated animals only (ie. cats, dogs, guinea pigs, etc.). Not allowed for livestock/large animals.
5. Second Hand store or Surplus Store-prohibited. Prohibition does not apply to a Nike Factory Outlet, Last Call, Nordstrom Rack, Saks Off-Fifth, or a like user.
6. Nail Salons larger than 3,000 square feet-prohibited.
7. Auto dealer, sales, repair, or service uses-prohibited.
8. Motor Cycle Store-prohibited.
9. Car Wash-prohibited.
10. Tire repair store-prohibited. Tire sales/installation stores-prohibited
11. Tobacco Store-prohibited.
12. Tattoo Parlor-prohibited.
13. Tanning Salon-prohibited.
14. Gun Store-prohibited.
15. Pawn Shop-prohibited.
16. Vape Shop-prohibited.
17. Payday Lender-prohibited.

Exhibit "J"
Hospital Tract Signage

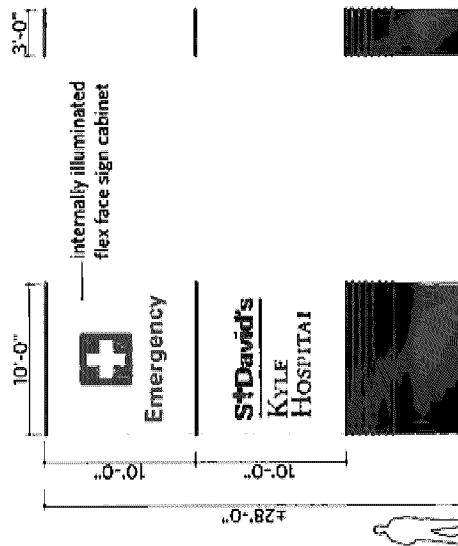


1 Top View - Primary Monument Sign
SCALE: 3/16" = 1'-0"

2 Front Elevation - Primary Monument Sign
SCALE: 3/16" = 1'-0"

St Davids Healthcare
Kyle, TX PUD Signage
Monument Sign





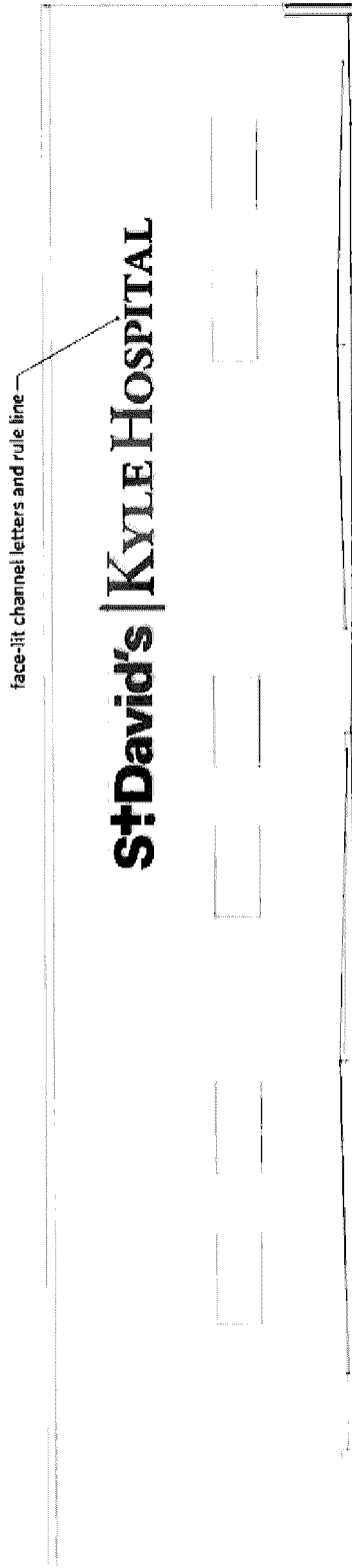
2 Monument Pylon - Side View
SCALE: 3/16" = 1'-0"

1 Pylon - Front & Back Elevation
SCALE: 3/16" = 1'-0"

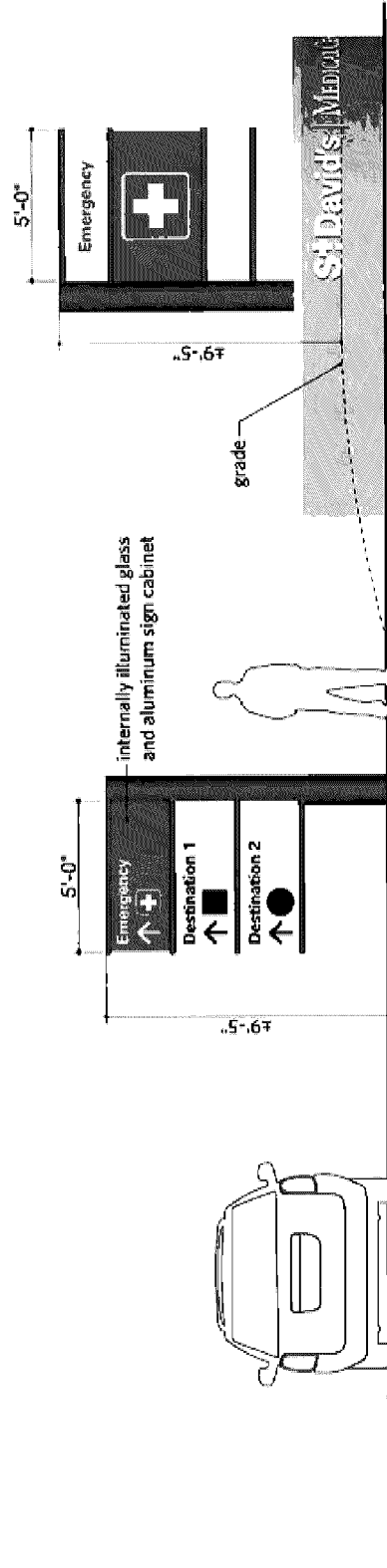
SK2
10 OCT 2023
130

St Davids Healthcare
Kyle, TX PUD Signage
Elevation

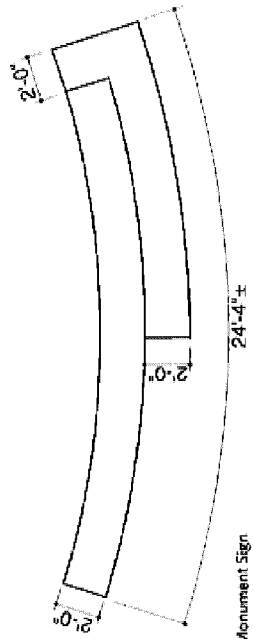




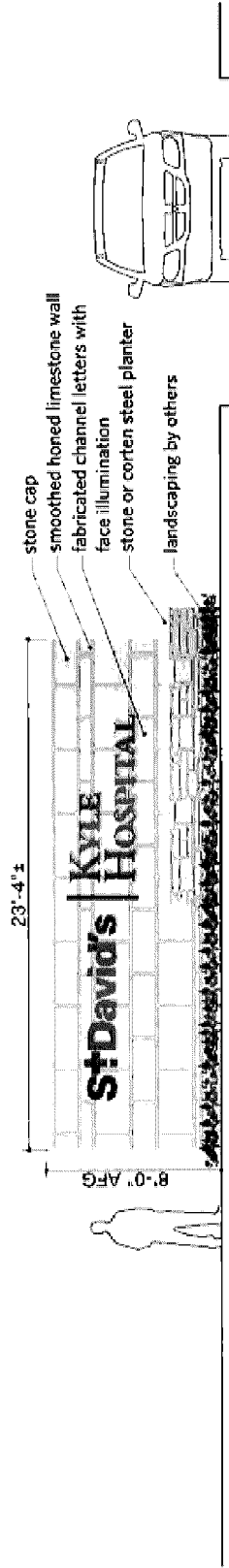
1 Wall Mounted Signage
SCALE: 1/8" = 1'-0"



2 Directional and Vehicular Entrance Identification Signage
SCALE: 1/4" = 1'-0"



1 Top View - Secondary Monument Sign
SCALE: 3/8" = 1'-0"

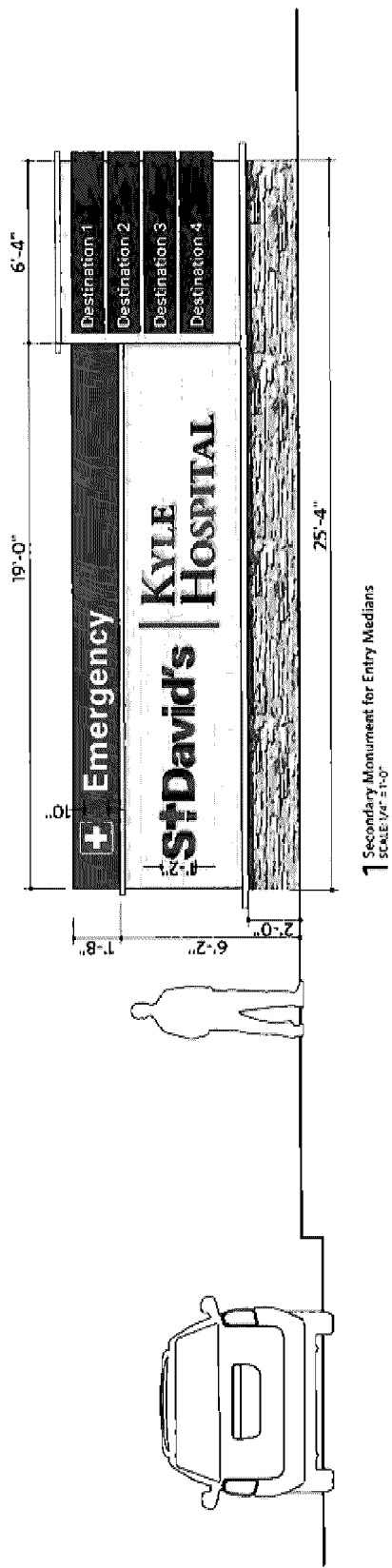


2 Front Elevation - Secondary Monument Sign
SCALE: 3/16" = 1'-0"

St Davids Healthcare
Kyle, TX PUD Signage
Monument Sign

SK1.1
10 OCT 2023
131





St Davids Healthcare
Kyle, TX PUD Signage
Monument Sign



SIGNAGE PLAN

All Phases

FM 1626 - KYLE PARKWAY

PROPERTY LINE FROM SURVEY

MARKETPLACE AVE

MARKETPLACE AVE

134

FLOOD LINE

GARAGE
8 LEVELS
(2 BELOW GRADE, 6 ABOVE GRADE)

MOB 3
4 STORIES

MOB 4
4 STORIES

MOB 1
4 STORIES

MOB 2
4 STORIES

MECH YARD

HOSPITAL
7 STORIES

WALL MOUNTED SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

MONUMENTAL SIGNAGE

WALL MOUNTED SIGNAGE

PRIMARY MONUMENTAL SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

DIRECTIONAL SIGNAGE

WALL MOUNTED SIGNAGE

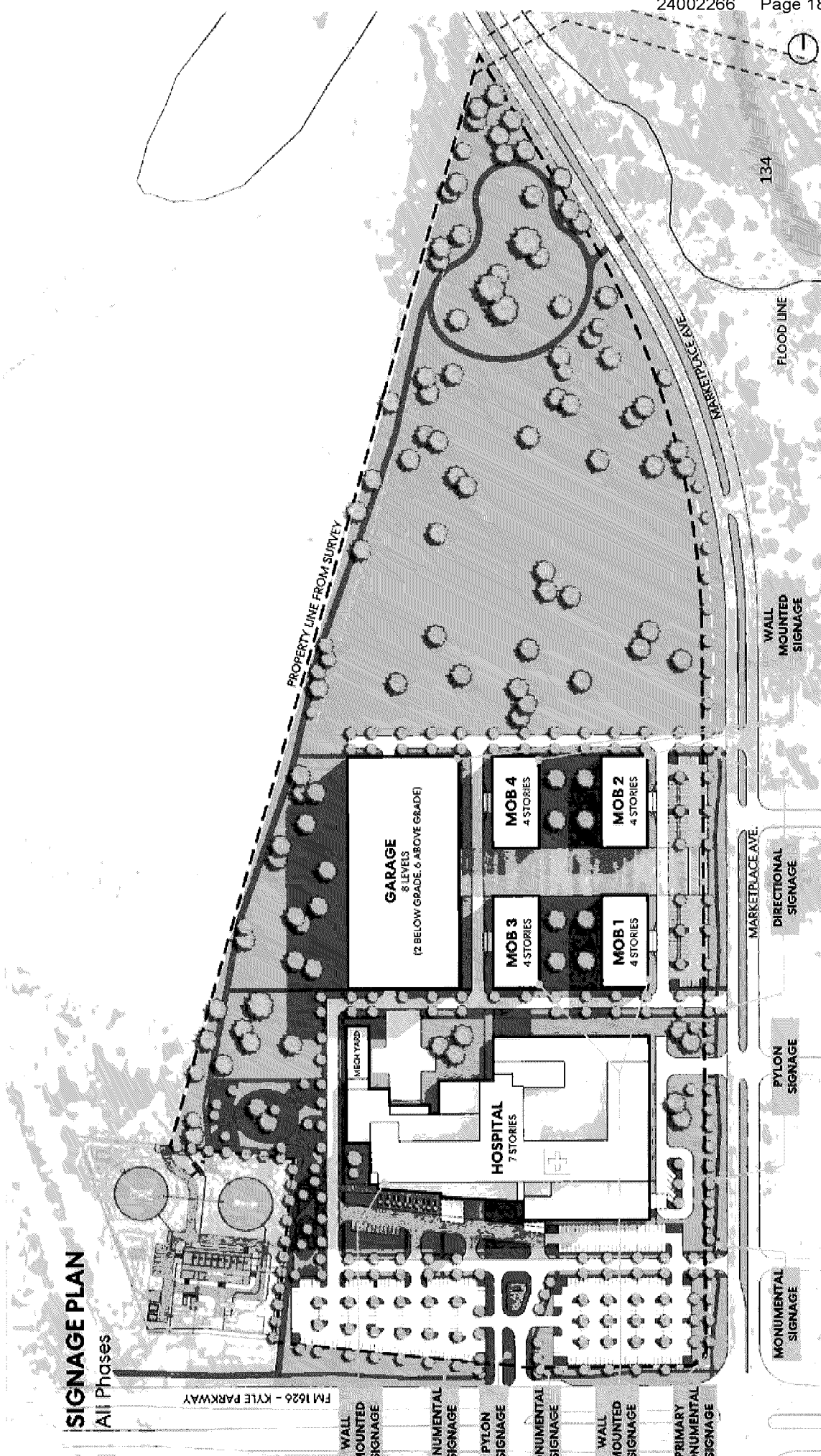


Exhibit D
Code Modifications and Waivers

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Retail and Services District Development Standards (following 53-480)

Code Section	Title	Code Standard	Project Standard
Chapter 29	Sign Standards and Permits	Entire Chapter	Signage shall comply with Sec. 29-16(g)(2) for wall signage and Sec. 29-17 for all other applicable signage. For any sign types not included under these sections, the applicable Code section shall apply.
Chapter 29 Sec. 29-19 (a) and (b)	Sign Standards and Permits		Awning signs and canopy signs may extend above or below the roof line. The calculation for such signs shall follow the City's Code for wall signage as outlined in Sec. 29-16(g)(2).
Chapter 29 Signs Sect. 29-17	Sign Regulations Relating to Commercial Located on Interstate 35 Sign Category		Shall apply for signage for all development for Lake Park Tract.
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Setbacks	Setbacks: Front = 25'; Side = 10', Corner Side (Street/Alley) = 15', Street Side = 15'; Rear = 15'	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to at the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities. Front setbacks may be administratively approved and adjusted via the site development permit application.
41-136 - Chart 1 53- 33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Lot Area	6,000 sf	No minimum area or depth, provided that adequate fire access, setbacks, and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Minimum Street Line Width (feet)	50 feet	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code are satisfied. Each pad site shall submit a development site plan for each pad site and each lot shall be reviewed and approved via the City's adopted subdivision process, to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross-access shall be allowed
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [RS] Height limit	45 feet	14 stories and a maximum of 120' for the hotel conference facility, hospital facility and office towers. Maximum 10 stories for multi-family for lease or sale.
53-483	Building façade requirements [RS]	100% stone, brick, masonry, stucco, masonry veneer, or similar granular product excluding doorways and windows	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3]	Multifamily Project	Multifamily units may be for sale or lease
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [R-3-3] Minimum Lot Area	12,000 sf plus 1,500 sf for each residential unit	No minimum area or depth but adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Density shall be per PUD Project Density Exhibits (Exhibit F-4 for Hospital Tract and Exhibit G-2 for Lake Park Tract).

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

53-33 (l) - Chart 2	Impervious Coverage. Maximum Lot Coverage by Percent [RS]	80% per lot	85% impervious cover averaged across gross site area of overall project area limits to be provided in a summary chart at Site Development for tracking against the total available/total used with each permit. Gross Site Area includes the entire PUD boundary.
53-33 (m) - Chart 3	floor area ratio / Building Area Maximum Floor Area Ratio to Land Area	R/S: 1:8:1	FAR and density (units per acre, total units, total square footage of uses) will be tied to overall height limits and maximums by use category for entire project per PUD and Development Agreement. Density is per the PUD Project Density Exhibits (Exhibit F-4 for the Hospital Tract and Exhibit G-2 for the Lake Park Tract.) A Tracking Chart will be included with permitting documents for each pad site.
53-294 (4)	Site development regulations [R-3-3] Approved materials	100% brick, stone, hardiplank or other approved masonry product	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-172 (Residential Condominium District), 53-238 (Multifamily Residential 1 District), 53-261 (Multifamily Residential 2 District), and 53-292 (Apartment Residential District)	Multifamily, Senior Living, Assisted Living, and Condominium Minimum living area sizes	Code Sections impose minimum living area size limitations for condominium and apartment units	Exempt. Shall be based on adopted Building Code (2021 IBC)
53-724	Amendments to PUDs	Code Section specifies considerations for amendments to PUDs	Modify to substitute the following: Modify to Substitute the following: Owner may submit minor amendments to the Land Plan, including changes to the layout of permitted uses, driveways, lots and on-site infrastructure to City for review and approval to determine if amendment is major or minor and in compliance with the PUD Ordinance. For purposes of this section, a minor amendment is an amendment that: (1)

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

			<p>does not alter by more than ten (10) percent the total number of residential units or gross floor area allowed for the Project as shown on Exhibit "G-2"; (2) does not exceed the maximum height allowed pursuant to the PUD Ordinance and the Code Modifications; (3) does not increase the number of LUEs allotted under this Agreement; and (4) does not increase the overall density of development of the Property over what is set out on the Land Plan. Further, Owner may amend the Land Plan to include other uses permitted in the applicable base district or the Code Modifications, subject to compliance with the Prohibited Uses in Exhibit "F" and subject to application to and approval by the City Manager or the City Manager's designated representative. Approval of the Owner's application to allow other uses permitted by the applicable base district or the Code Modifications shall be granted if the new use is consistent with the Project Description and if compliant with the minor amendment conditions (1) through (4), above. Owner may appeal the denial of a requested amendment by the City Manager to the City's Planning Commission and the City Council. Any amendment to the Land Plan that is not defined as minor amendments in this subsection must be consistent with the terms of this Agreement and shall require the approval of the Planning and Zoning Commission and the City Council.</p>
<p>53-480</p>	<p>Permitted Uses in RS, Retail Services District</p>	<p>Code Section specifies permitted uses within RS District</p>	<p>Amend 53-480 to add the following additional Permitted Uses:</p> <ul style="list-style-type: none"> Multifamily Residential (but prohibits walk-up type suburban style multi-family) Condominium Residential 55 & Over (Active Community), Assisted Living, Memory Care, and Nursing Home Restaurant with Bar/Outdoor Seating/Entertainment

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

			<p>Medical and Dental Office</p> <p>Professional Office</p> <p>Hotel</p> <p>Conference Center</p> <p>Vertical Mixed Use Building: a mixed use building where the use on the ground floor is different from a use on an upper floor. (Additional detail provided in Vertical Mixed Use Corridor Exhibits (Exhibit G-3 for Lake Park Tract and Exhibit f-5 for Hospital Tract).</p>
53-684	[MXD] Off-street parking	various requirements /positioning on site	<p>Off-street parking for Vertical Mixed Use Buildings will be per the Land Plan - one row of parking/fire lane allowed between street and building where shown and no parking along Vertical Mixed Use Building Corridors. Parking may be surface or structured or a combination. Parking ratios by use will be as detailed for the overall project. No maximums limits will apply. Parking studies documenting shared parking across uses and project areas shall be allowed. See 53-33 (n) (1) & Chart 4. Parking. Parking regulations. (see ratios below, 53-31 (n) (1) & Chart 4 as modified below)</p>
53-685	[MXD] Transparency	60% from 2'-8', 3 1/2' above sidewalk max	<p>Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.</p>
53-687	[MXD] Vehicle and driveway access	No more than two public street curb cuts are allowed. No more than one allowed at less than 300 foot intervals.	<p>Vertical Mixed Use Buildings shall be exempt. Land Plan shall govern access for project and access shall comply with the City's Transportation Criteria Manual.</p>

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Setbacks	modified by underlying use district (see RS above)	Setbacks: Front = 10'; Interior Front = 0'; Interior Side = 0'; Street Side/Alley/Corner/Exterior Side = 10', Rear = 10'; Interior Rear = 0'. No Municipal Utility Easements (MUEs) required along interior side lot lines/zero lot lines. Vertical Mixed Use Buildings shall be allowed to build to the front setback or have an additional setback up to 50 additional feet to accommodate plazas, outdoor seating, and other public space or customer/resident amenities.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Lot Area	5 acres	No modification, provided any future modification to a portion of the overall PUD will not have to meet a minimum Area. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Minimum Street Line Width (feet)	modified by underlying use district (see RS above)	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress, fire lane access, cross-access for required services (deliveries/solid waste), residents, and customers, Street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access shall be allowed.
41-136 - Chart 1 53-33 - Chart 1	Lots/General requirements and limitations [PUD] Height limit	modified by underlying use district (see RS above)	14 stories and a maximum of 120' for hotel conference facility, hospital facility, and office towers. 10 stories for multifamily lease or sale.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-136 (b)	Access	Each lot shall front a public street of, in the case of a planned development, have access to a public way by access easement sufficient to meet the requirements of the fire code adopted by the city...	In cases with stacked lots that do not have direct access to a public street, but have other means of safe egress through shared access easements for fire lane, required services (deliveries/solid waste), residents, and customers, street frontage may be limited to 20 feet and meander in a "flag lot" format to maintain frontage on a public ROW. Provided that adequate fire access, setbacks and other applicable requirements of City Code shall be satisfied. Each pad site shall submit a development site plan for each pad site to ensure compliance with the Development Agreement, zoning, and other applicable City regulations. Cross access easements shall be allowed.
53-892, 53-893 & 53-899	I-35 overall district development standards	various requirements, including conditional use permit	Buildings 4 stories and under shall comply with the I-35 Overlay requirements. Portions of buildings above 4 stories may have flexibility to deviate from 100% stone, brick, masonry requirement. CUP process shall apply but CUP may be approved administratively and not by P & Z. Owner may appeal administrative CUP approval to P & Z and City Council.
53-892 & 53-893	1626 overall district development standards	various requirements, including conditional use permit	Compliance with the PUD and Development Agreement shall be considered compliance
53-33 (n) (1) & Chart 4	Parking. Parking regulations.	Bars, varies, restaurants, taverns, night clubs: 1 per 4 seats or 1 per 3 persons of occupancy. RS/E districts 1 per 250 s.f. unless otherwise stated by SIC code. Hotels/motels 1 space per bedroom and 1 space per 2 employees.	Multifamily, Condominium, Vertical Mixed Use Building, Senior Living, condo & MF = 1.5 parking space per dwelling unit plus 10% guest parking; Hotel = 1.1 parking spaces per living unit or hotel room; Assisted Living: 1 parking space per 4 residents; Non-residential uses: 1 parking space per 300 s.f. (office, retail, services, etc.); restaurant area/entertainment area: 1 parking space per 100 s.f. (patio seating at 1 space per 4 seats or based upon gross square footage); no maximum limits shall apply to any uses/parking ratios.
53-33 (n) (3)	Maximum parking	Maximum = 150% of Required	No maximums will apply

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

53-33 (n) (5) & (8)	Reduction of parking & Special exception	5% reduction for each of certain initiatives, max 10% reduction, additional council discretion	Shall meet Code and parking minimums established in this PUD.
41-48 (b), (c)	Concept Plan package (CPP)	Concept plan required for larger projects	Approved PUD and Development Agreement shall satisfy the provisions of this code section.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-51.1 & 51-53(f)	Expiration	2 years individual permit / 5 years overall project	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. Zoning does not sunset. PUD valid until amended. Permits and site plans shall be in accordance with current City regulations, with an automatic 2-year extension.
53-725	Expiration	2 years unless 25% of public infrastructure is constructed, 50% of first phase with phasing	Approved PUD and Development Agreement shall extend this expiration date / deadline per the approved documents (due to complex nature and scale of project) - to 20 years. See above comments. Infrastructure construction and phasing shall be in accordance with City regulations and processes, with an automatic 2-year extension.
53-723	Final site plan	Following the approval of the preliminary site plan,...The final site plan providing all the detail required for development, subdivision, zoning, and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.	Overall development shall in accordance with the applicable Land Plan, but pad site development shall require a development site plan for each site, in accordance with adopted City process.
41-135 (b) & (c)	Blocks. Length.	1,000 to 1,200 feet	Block lengths may be extended via allowable means provided by City Fire Code and other applicable Code provisions.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

41-137	Streets	Non-Urban Requirements	<p>Urban streets shall be allowed for public streets with on-street parking, narrow rights-of-way, wide pedestrian sidewalks, street trees, storefront, café dining, plazas, parklets, etc. to create mixed use urban walkability and pedestrian experience enhancements. Pavement shall be a minimum of 26 feet to meet fire lane requirements. Urban streets that have utilities located under street pavement, common areas, or sidewalks shall be privately maintained.</p>
41-141	Municipal utility easements (MUEs)	varies	<p>MUEs shall be required where utilities are located. MUE locations shall be reviewed as part of the City's subdivision process.</p>
53-1014	Lighting curfews	varies	<p>Due to I-35 proximity, commercial/industrial adjacency, density, walkability, hotel, hospital proximity and unique mix of uses, lighting curfews will not be required on this project. Should there be a parcel that is not part of the street connectivity with closing times that will not impact safety and security of the residents/guests, those specific areas may choose to have lighting curfews at owner/developer discretion.</p>

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Stormwater & Floodplain

Code Section	Title	Code Standard	Project Standard
41-140 (a) (2) & (b) (2) (k) & 41-140 (3) i.3.	Watershed and flood prevention. Stormwater management. General design requirements.	All development establishing impervious cover or otherwise modifying an existing site shall incorporate facilities to prevent any increase in the peak rate of runoff from a two-year, ten-year, 25-year and 100-year frequency storm. The city engineer may waive this requirement...	Approved detention exemption study with approval letter exists for the project site utilizing Atlas 14 rainfall event (Kyle Storm). Project shall be exempt from the requirement to provide stormwater detention facilities for up to 85% impervious cover per the approved study dated 08/17/2020 by J. Travis Wilson, P.E., MillerGRAY, using the Kyle Storm (Atlas 14) approved per letter dated 10/23/2020 signed by City Engineer and Floodplain Administrator. Impervious Cover in excess of 85% (gross site) will require detention facilities for the excess impervious cover per code or a new/supplemental detention study of the additional impervious cover.
50-411 (a)(b)	Overland flow	(a) Drainage patterns must be designed to: various. (b) The applicant shall design an enclosed storm drain to mitigate potential adverse impacts...	Where limited by parkland, park improvements or amenities, Vybe or lake trails, utility crossings (ARWA, Gas Transmission, City of Kyle Bunton Wastewater Interceptor, or similar), stormwater drainage patterns are allowed to include overland flow, but not required to be conveyed by overland flow. Internal project drainage shall be via enclosed storm drain.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

17-24	Methods of reducing flood losses and nuisance conditions.	(7) & (8) stream buffer/setback	Notwithstanding Sec 17-24, parkland improvements and amenities with appropriate anchoring, flood hardening, etc. shall be allowed within the stream buffer/setback. Additionally private improvements and amenities related to recreation, trails, and greenspace shall be allowed within the stream buffer/setback. Additionally restaurant, entertainment, retail, hotel, and wellness center uses on the south bank (ref. Land Plan, Exhibit G-1) shall be allowed within the stream buffer/setback to provide unique lakeside experiences. Additionally, fire lane, access drives, service drives, pedestrian routes, and other necessary support circulation shall be allowed within the buffer/setback to facilitate these uses/lakeside experiences.
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Utilities

Code Section	Title	Code Standard	Project Standard
54-5	Landscape and Screening Requirements	10% of property	Ag exempt property is exempted, future phases are exempted, floodplain is exempted from the calculation and the landscaping and screening requirements. Additionally, any land in Ag may be allowed to have any length grazing plants, grass, wildflower/pollinator meadows, or other ag or wildlife ecosystems as required to support the ag exemption. Mowing shall not be required on these parts of the project, except that mowing may be required immediately adjacent to or within 50 feet of developed portions of the Project.
54-11 (b) (3)	Screening	fences up to 10 feet	Fences up to 12 feet are allowed around utility facilities, services areas, and equipment yards. Fencing shall comply with other requirements of the City's landscape ordinance.

**Exhibit D Code Modifications
and Waivers-Lake Park Tract**

Parkland (41-147)

Code Section	Title	Code Standard	Project Standard
41-147 (h)(1) a. & b. & c.	Parkland dedication. Additional requirements.	Any land dedicated to the city under this section must be suitable for recreational purposes...	The proposed parkland along Bunton Creek / Lake District is suitable for greenbelt, nature, and water recreation activities. It is an integral part of the Vybe network and shall be deemed to provide for suitable recreational purposes regardless of items a, b, c. This land shall be acceptable as parkland dedication. Parkland dedication & improvement fees shall be waived per the Development Agreement.
41-147 (h)(4)	Parkland dedication. Additional requirements.	Each park must have ready access to an improved public street. Park entrance must be visible to the public.	Project frontage along Marketplace Avenue and Kyle Crossing will satisfy this requirement.

Exhibit E
Illustrative Elevations

Exhibit E Illustrative Elevations



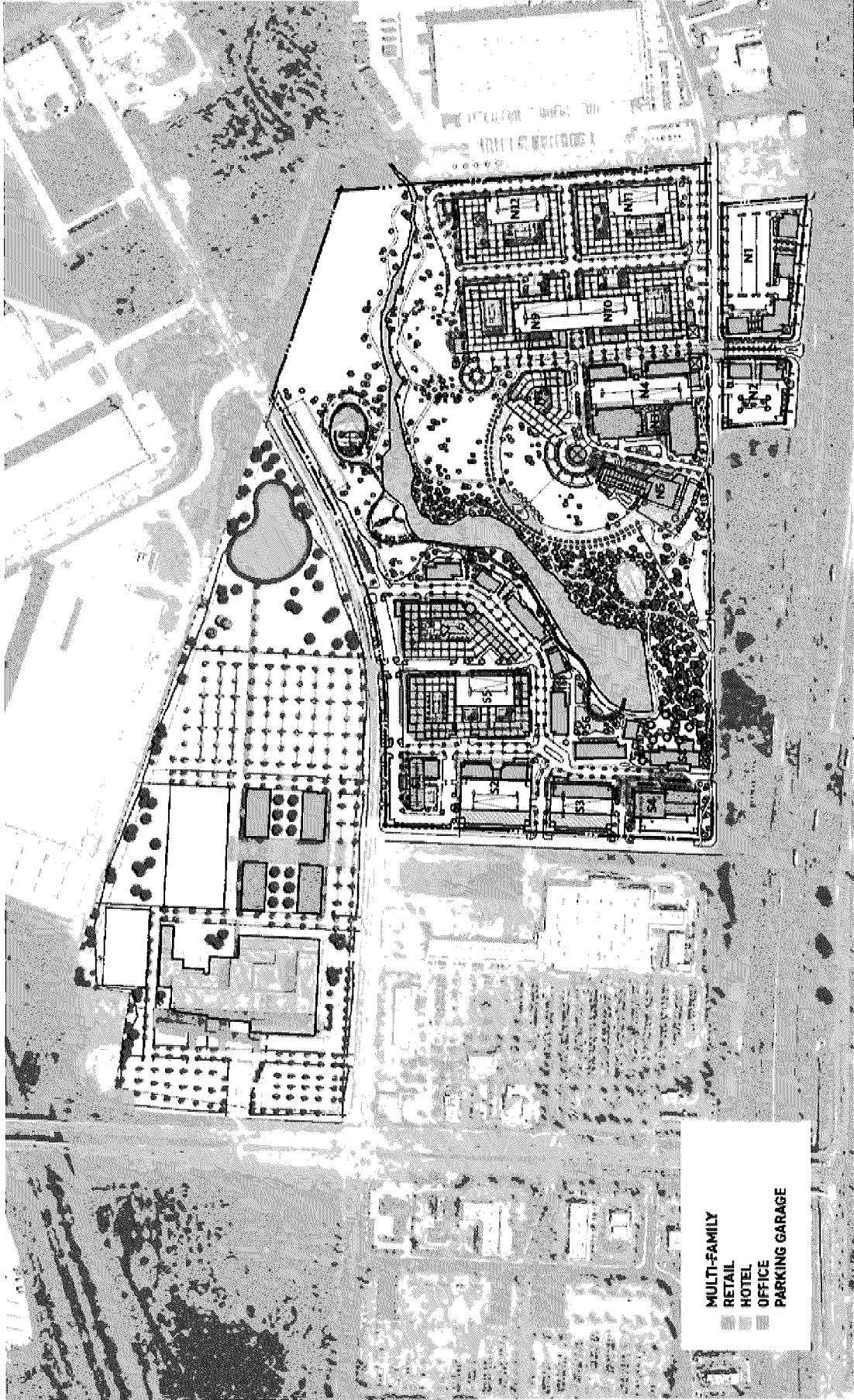
Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

Exhibit F
Prohibited Uses

Exhibit F
Prohibited Uses

1. Gas Station and Convenience Store-prohibited except one total Gas Station and Convenience Store is allowed for parcels with frontage on I-35. Prohibition does not apply to electric vehicle charging stations, which are allowed without prohibition throughout the Project as amenities/accessory uses or as stand-alone uses.
2. Liquor Store (Alcoholic Beverages, Off Premises)-prohibited except as in-line retail tenant (i.e. small wine shop, etc.)
3. Mattress Store-prohibited
4. Veterinary Hospital-allowed for domesticated animals only (ie. cats, dogs, guinea pigs, etc.). Not allowed for livestock/large animals.
5. Second Hand store or Surplus Store-prohibited. Prohibition does not apply to a Nike Factory Outlet, Last Call, Nordstrom Rack, Saks Off-Fifth, or a like user.
6. Nail Salons larger than 3,000 square feet-prohibited.
7. Auto dealer, sales, repair, or service uses-prohibited.
8. Motor Cycle Store-prohibited.
9. Car Wash-prohibited.
10. Tire repair store-prohibited. Prohibition does not apply to tire sales/installation stores.
11. Tobacco Store-prohibited.
12. Tattoo Parlor-prohibited.
13. Tanning Salon-prohibited.
14. Gun Store-prohibited.
15. Pawn Shop-prohibited.
16. Vape Shop-prohibited.
17. Payday Lender-prohibited.

**Exhibit G-1
Land Plan**



- MULTI-FAMILY
- RETAIL
- HOTEL
- OFFICE
- PARKING GARAGE

0 250 500 1,000'

**Exhibit G-2
Project Density**

SOUTH	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses					Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds	
S1	Hotel (Limited Service)	10	150,000					150,000			0	150	0
S2	Office w/ Retail	3	95,000	30,000	65,000						0	0	0
S3	Office w/ Retail	3	88,000	28,000	60,000						0	0	0
S4	Office (no retail)	9	250,000		250,000						0	0	0
S5	MF w/ Retail	5	350,000	50,000		300,000					300	0	0
S6	Retail (lakeside - 7 bldgs. area per Gensler tally)	1	60,000	60,000							0	0	0
S7	MF w/ Retail	6	345,000	45,000		300,000					300	0	0
S8	Wellness Center/Hotel (Boutique)	2	40,000					40,000			0	40	0

NORTH	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses					Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds	
N1	Hwy Retail (site area per survey)	1	24,000	24,000									0
N2	Hwy Retail (site area per survey)	1	10,000	10,000									0
N3	Office (only)	7	150,000		150,000						0	0	0
N4	Office w/ Retail	6	173,000	23,000	150,000						0	0	0
N5	Hotel (full service with conference center)	14	240,000					240,000			0	240	0
N6	Retail/Restaurant	1	4,000	4,000							0	0	0
N7	Condo Tower	8	275,000	5,000		270,000					270	0	0
N8	RESERVED FOR FUTURE USE												
N9	MF w/ Retail	5	266,000	6,000		260,000					260	0	0
N10	MF w/ Retail	5	274,000	24,000		250,000					250	0	0
N11	MF	5	280,000			280,000					280	0	0
N12	MF	5	290,000			290,000					290	0	0

WEST	St. David's Hospital	Number of Floors	Total Building Square Footage (all floors)	Uses					Other Data				
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds	
HS	Hospital	7	693,000										550
MOB 1*	Medical Office Building	4	80,000				60,000						0
MOB 2*	Medical Office Building	4	80,000				60,000						0
MOB 3*	Medical Office Building	4	80,000				60,000						0
MOB 4*	Medical Office Building	4	80,000				60,000						0

Exhibit G-3
Vertical Mixed Use Building Corridors

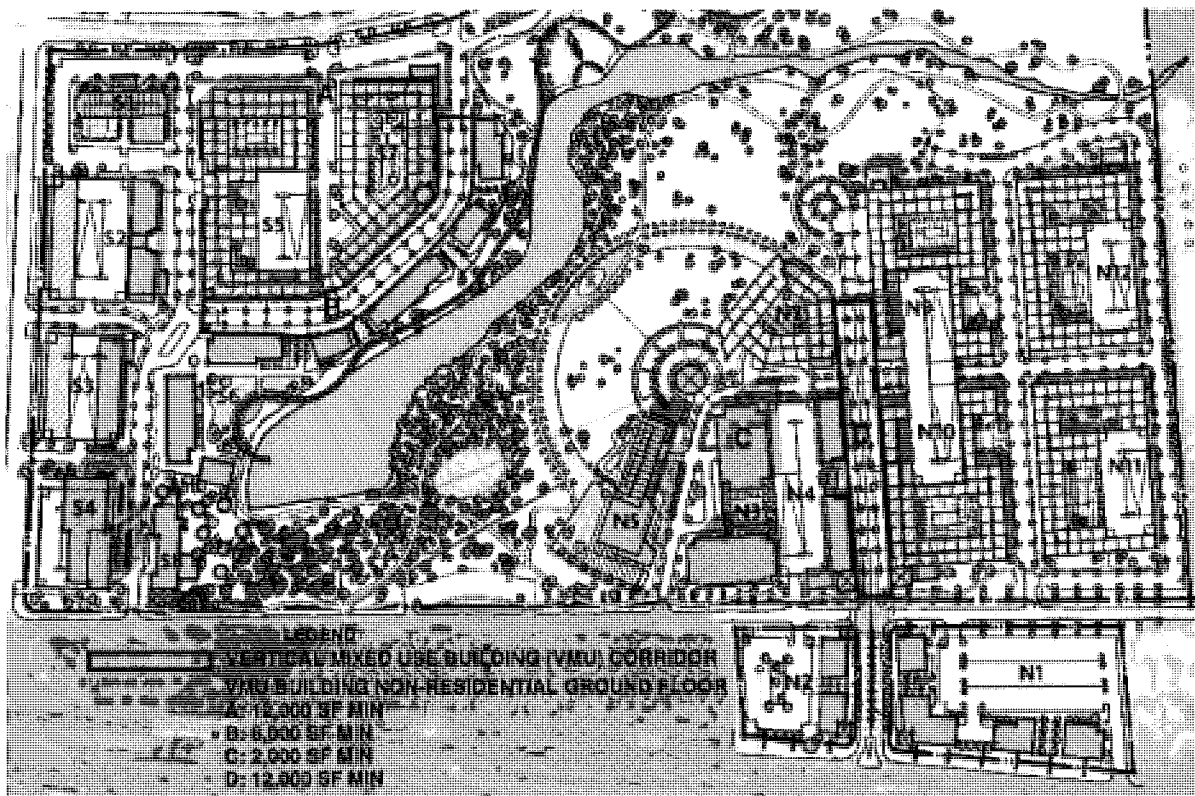
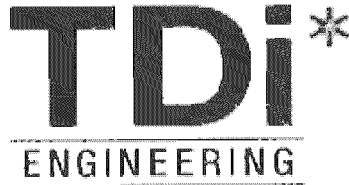


Exhibit H
Hospital Tract Mixed Use Development Utility Calculations



Project: Kyle Marketplace
Utility Demand Calculations
Date: 10/12/2023

5906 Old Fredericksburg Road
Suite 300
Austin, TX 78749
512-301-3389
www.tdi-llc.net

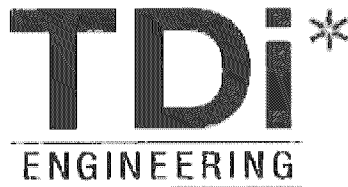
Utility Demand Calculations - Hospital Tract - Mixed Use Development

Use	Quantity	Unit	LUE Rate	Total LUEs
Retail	150,000	s.f.	1,660	90
Restaurant	75,000	s.f.	200	375
Office	300,000	s.f.	3,000	100
Multifamily (regular and condo)	1,950	dwelling units	0.50	975
Senior Living	250	dwelling units	0.50	125
Hotel	250	keys	0.50	125
				1,790

Phased Utility Demand Calculations - Hospital Tract - Mixed Use Development

Year	Subtotal	Cumulative Total
2026	50	50
2027	182	232
2028	488	720
2029	175	895
2030	488	1,383
2031	175	1,558
2032	182	1,740
2033	50	1,790
2034	0	1,790
2035	0	1,790
2036	0	1,790
2037	0	1,790
2040	0	1,790
	1,790	

Exhibit H-1
Hospital Tract-Hospital Campus Utility Demand Calculations



Project: Kyle Marketplace
 Utility Demand Calculations - DRAFT
 Date: 10/12/2023

5906 Old Fredericksburg Road
 Suite 300
 Austin, TX 78749
 512-301-3389
 www.tdi-llc.net

Utility Demand Calculations - Hospital Tract - Hospital Campus

Use	Phase	LUE demand	Total LUEs
Hospital/West Tract	Phase 1	85	85
Hospital/West Tract	Phase 2	316	316
Hospital/West Tract	Phase 3	466	466
			867

Utility Demand Calculations - Lake Park Tract - Mixed Use Development

Use	Quantity	Unit	LUE Rate	Total LUEs
Retail	50,000	s.f.	1,660	30
Restaurant	80,000	s.f.	200	400
Office (regular and medical)	800,000	s.f.	3,000	267
Multifamily (regular and condo)	2,500	dwelling units	0.50	1,250
Hotel (150 Limited, 120 Boutique, 240 Conf.)	510	keys	0.50	255
Hotel Restaurant (2 warming, 1 full serve)	3	n/a	n/a	48
				2,250

Phased Utility Demand Calculations - Overall Combined

Year	Subtotal	Cumulative Total
2026	180	180
2027	321	501
2028	438	939
2029	0	939
2030	200	1,139
2031	525	1,664
2032	270	1,934
2033	0	1,934
2034	300	2,234
2035	50	2,284
2036	716	3,000
2037	50	3,050
2040	67	3,117
3,117		

Exhibit I
Depiction of Additional 10 Acres of Land to Be Conveyed as Parkland or Dedicated as Private Open Space

Exhibit I
Parkland



**Exhibit J
Omitted**

Exhibit K
Marketplace Avenue

EXHIBIT K
Marketplace Avenue

PROPERTY DESCRIPTION

Page 1 of 9
September 8, 2023

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

PROPERTY DESCRIPTION FOR PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

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

Page 3 of 9
 September 8, 2023

THENCE departing the proposed west right-of-way line of Marketplace Avenue with the north line of said remainder of a called 128.130 acre tract and the south line of said Lot 4, the following two (2) courses and distances numbered 13 - 14:

- 13) N 45°39'46" E, a distance of 27.44 feet to a calculated point on the existing west right-of-way line of Marketplace Avenue, an 80 foot wide right-of-way per plat recorded in Document No. 20029511 O.P.R.H.C.T.N., and
- 14) N 43°04'49" E, a distance of 135.23 feet to the **POINT OF BEGINNING** and containing 5.291 acres (230,492 sq. ft.) of land.

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

Reading Basis:

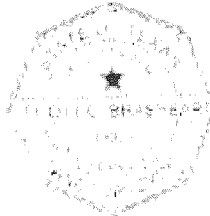
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00011. Units: U.S. Survey Feet.

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

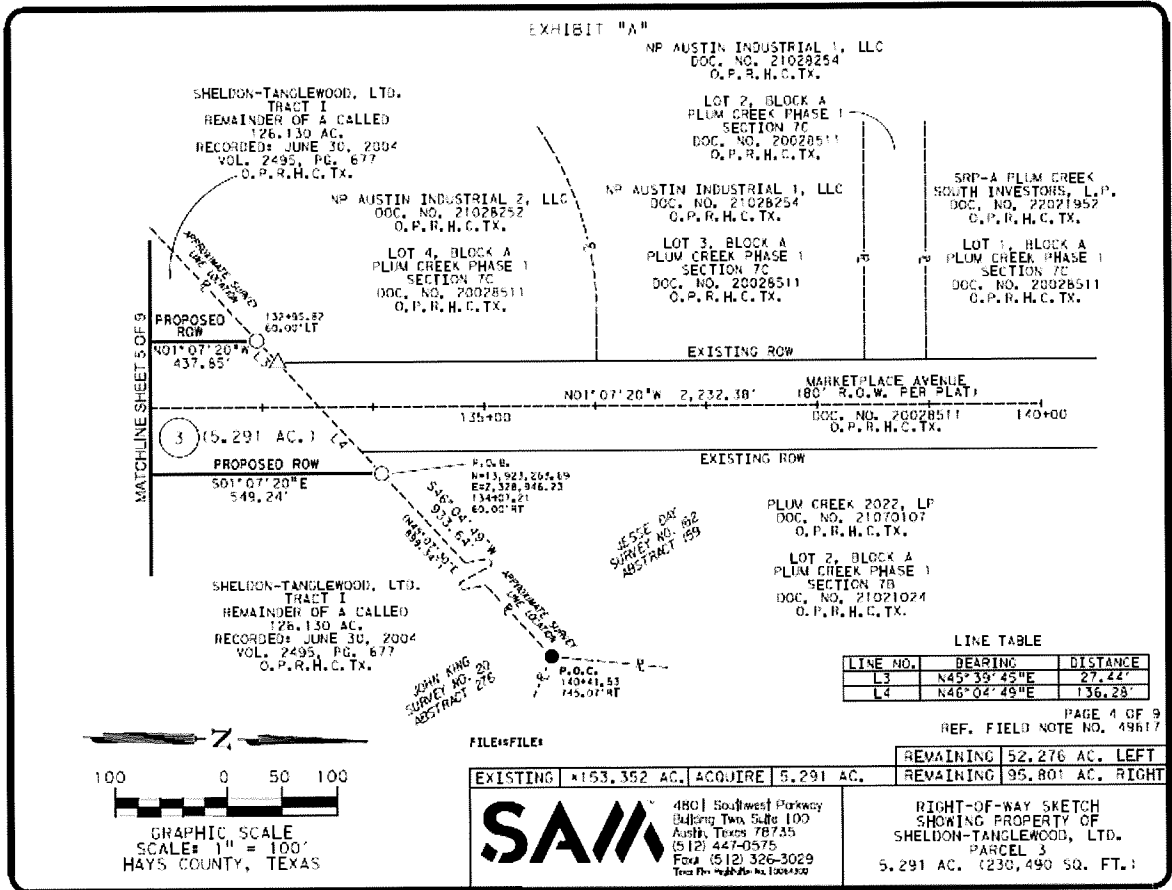
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

SURVEYING AND MAPPING, LLC
 4901 Southwest Pkwy
 Building Two, Suite 100
 Austin, Texas 78738
 TX Firm No. 10084300



Scott C. Brashear 9/8/2023
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6580 - State of Texas

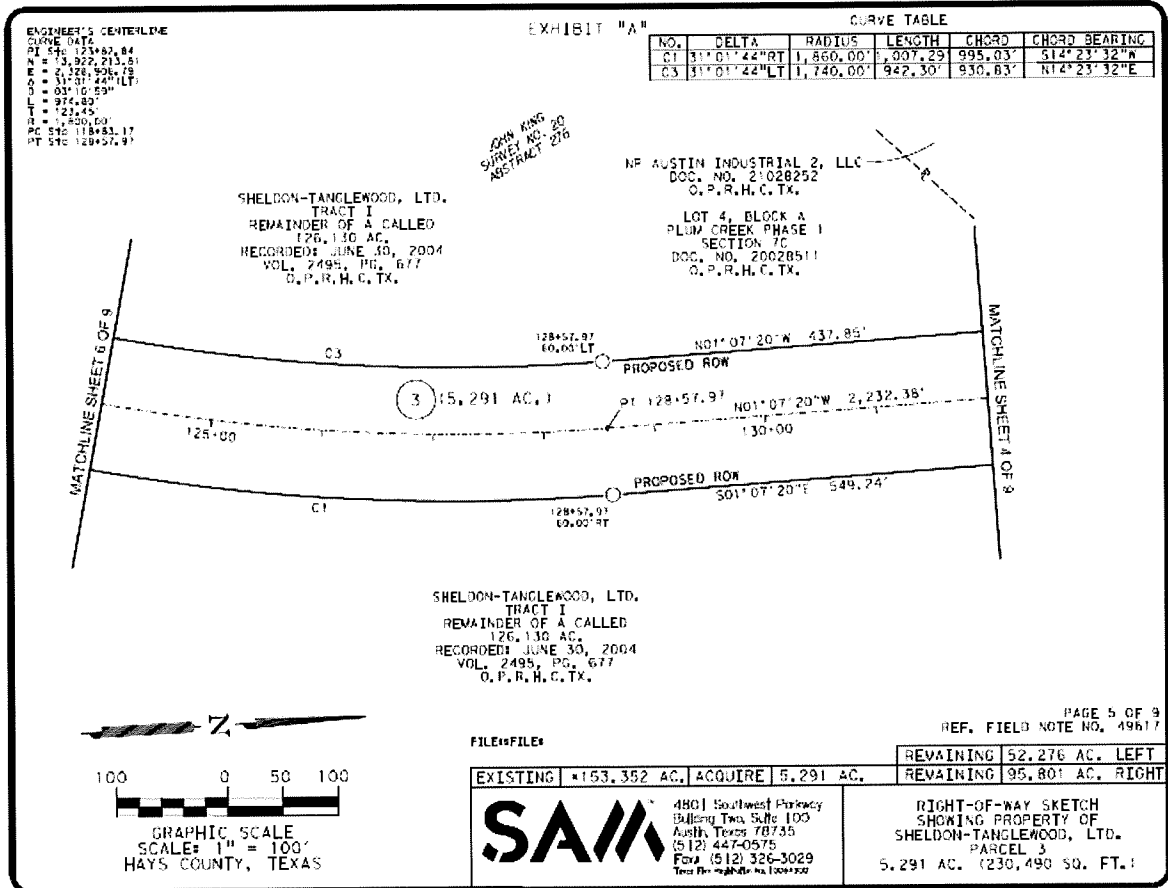


FILE#FILE#

EXISTING	*153,352 AC.	ACQUIRE	5.291 AC.	REMAINING	52,276 AC.	LEFT
				REMAINING	95,801 AC.	RIGHT

REF. FIELD NOTE NO. 49617

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Plat #26286-00, 1004330



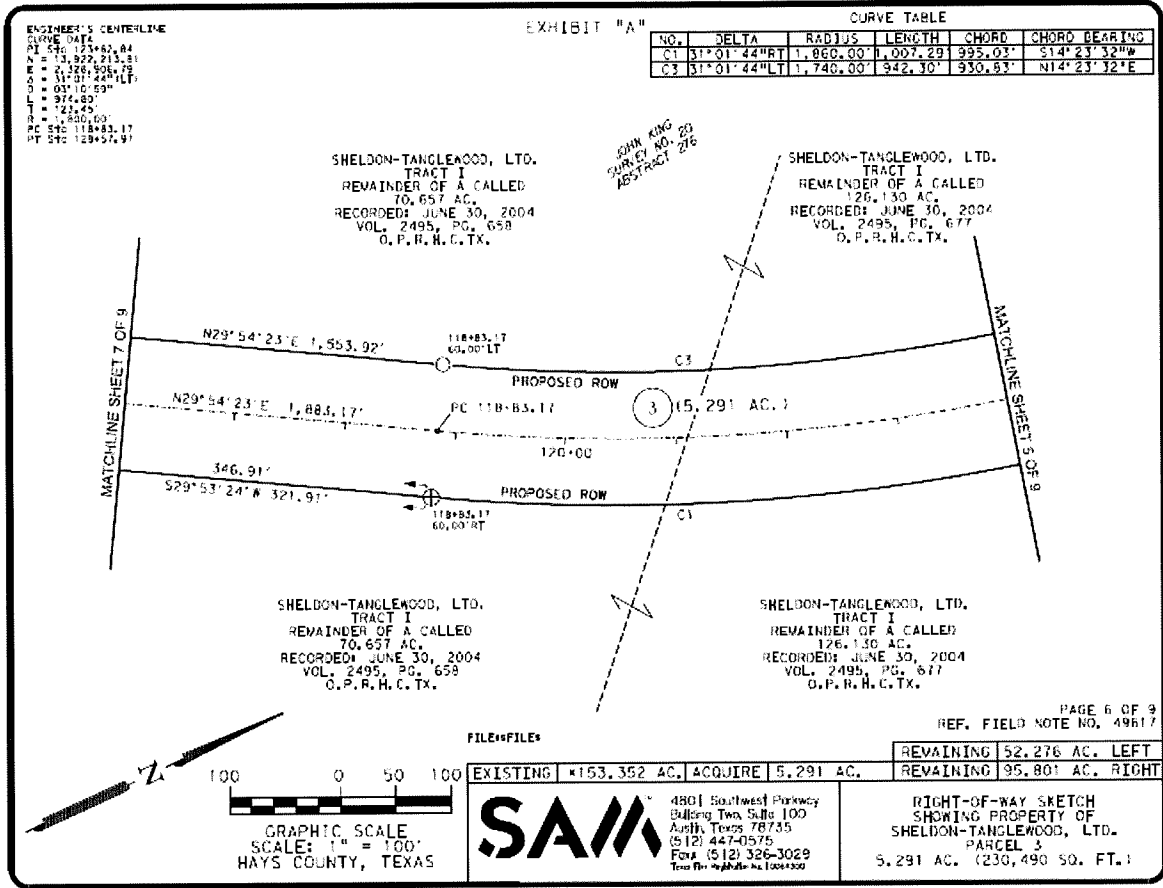
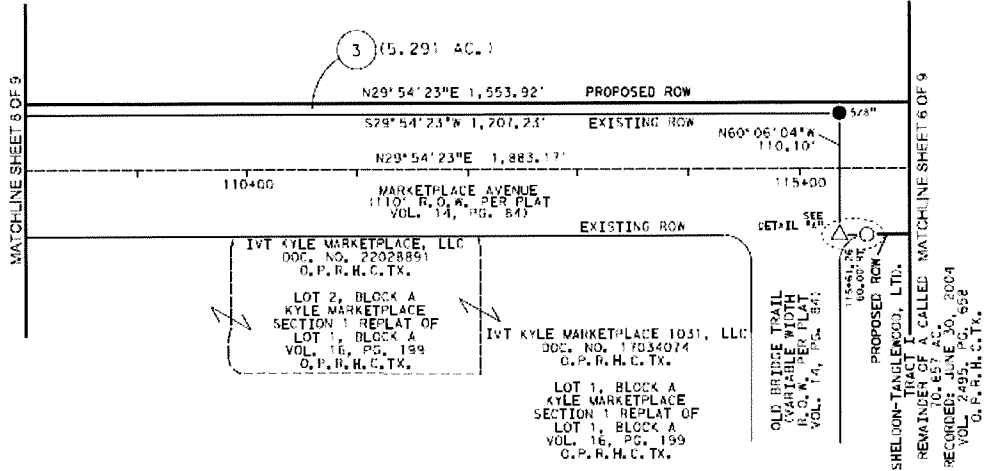
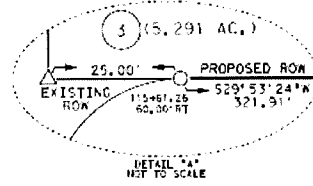


EXHIBIT "A"

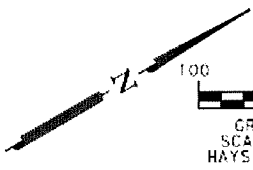
SHELDON-TANGLEWOOD, LTD.
TRACT I
REMAINDER OF A CALLED
TO, 657 AC,
RECORDED: JUNE 30, 2004
VOL. 2495, PG. 658
O.P.R.H.C.T.X.

2014 KING
SURVEY NO. 20
ABSTRACT 276



MATCHLINE SHEET 8 OF 9

MATCHLINE SHEET 6 OF 9



GRAPHIC SCALE
SCALE: 1" = 100'
HAYS COUNTY, TEXAS

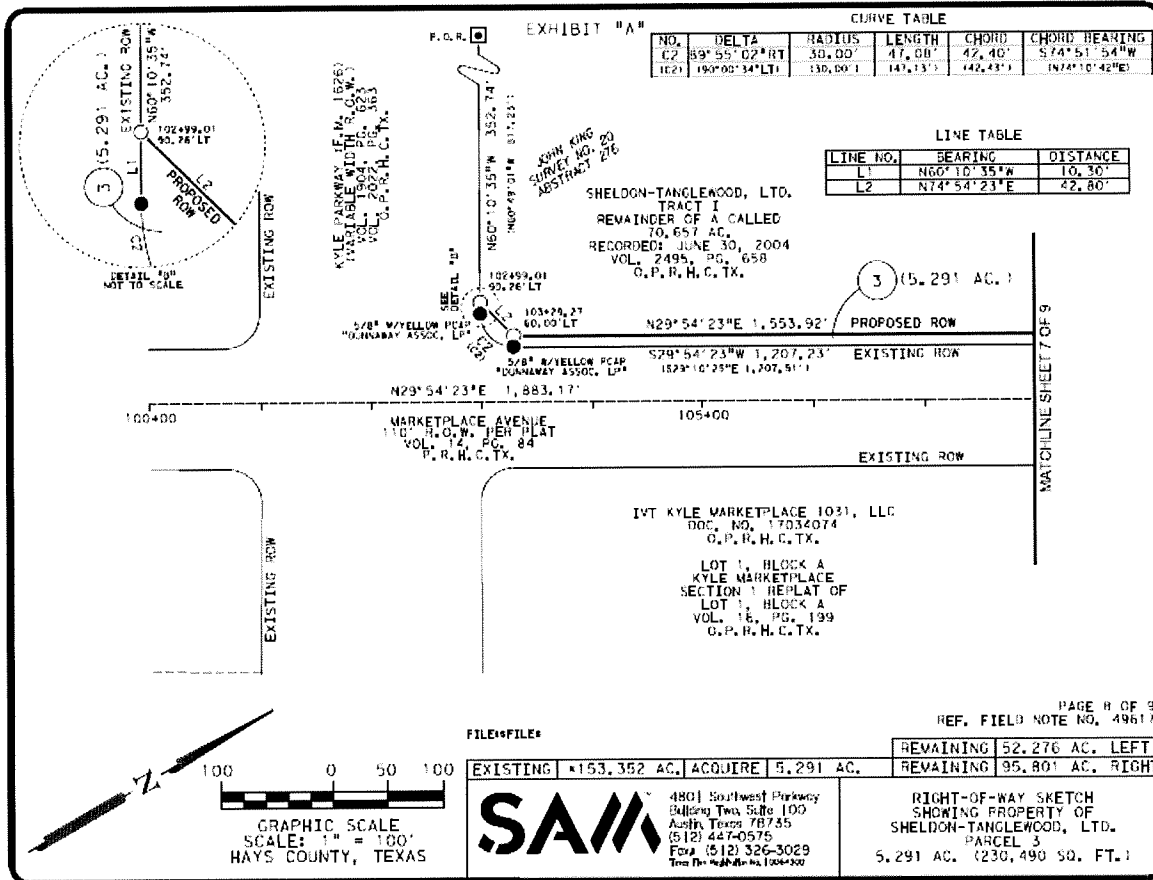
FILES+FILES

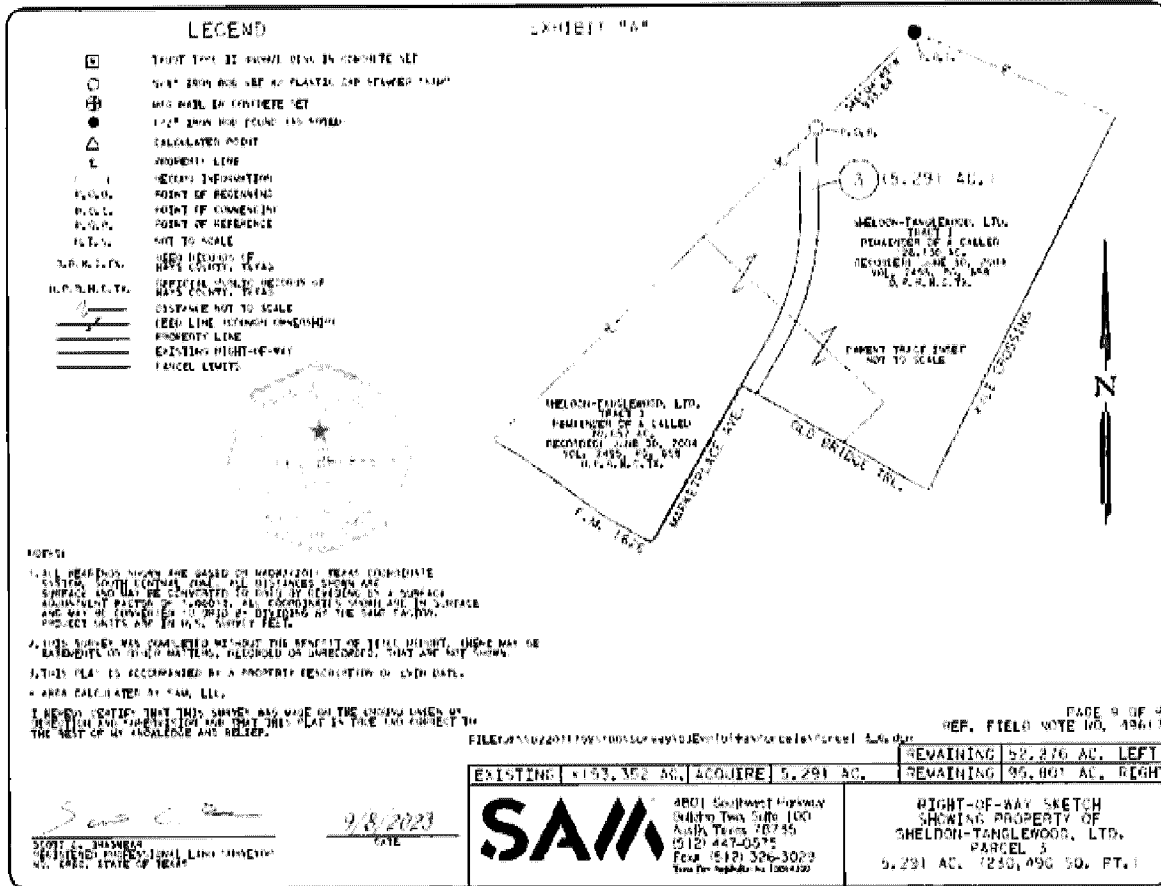
PAGE 7 OF 9
REF. FIELD NOTE NO. 49617

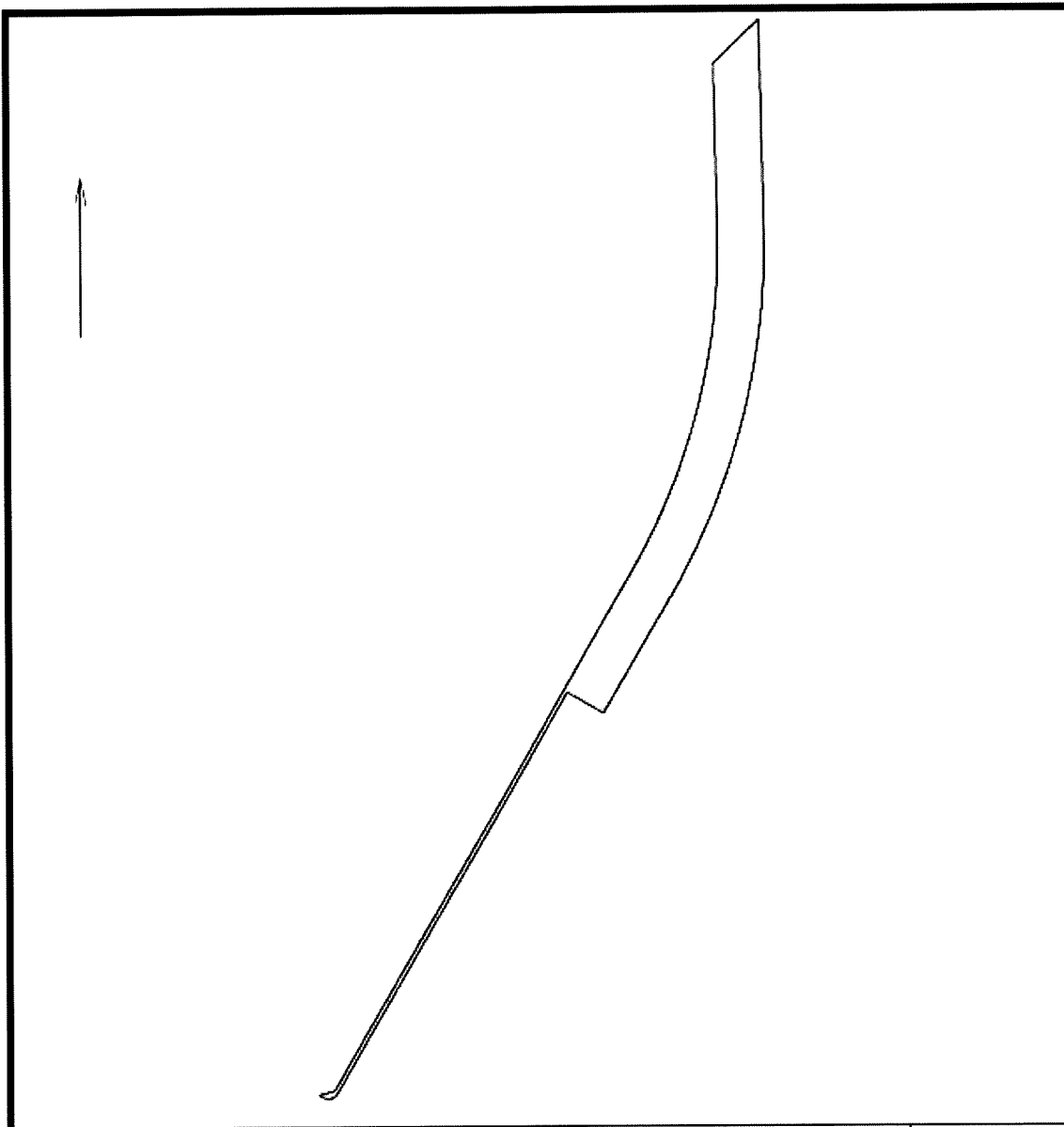
EXISTING	*153,352 AC.	ACQUIRE	5,291 AC.	REMAINING	52,276 AC.	LEFT
				REMAINING	95,801 AC.	RIGHT

SAI
4801 Southwest Parkway
Building Two Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Pro. Reg. No. 10069300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SHELDON-TANGLEWOOD, LTD.
PARCEL 3
5.291 AC. (230,490 SQ. FT.)







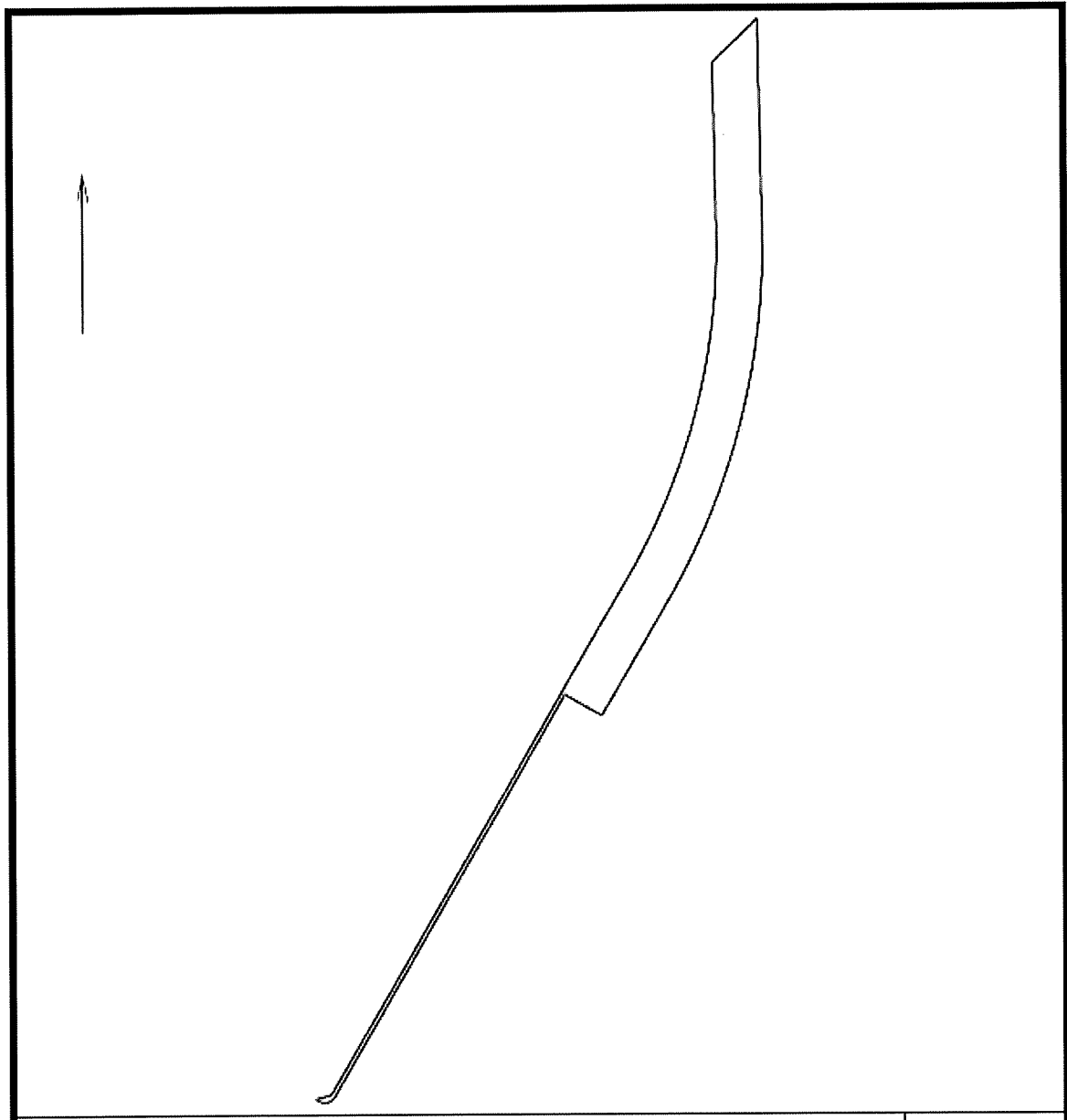
9/8/2023

Scale: 1 inch= 346 feet

File: Parcel 3_Description.ndp

Tract 1 5.2911 Acres (230490 Sq. Feet), Closure: n19.5124w 0.01 ft (11827738), Perimeter=6412 ft.

- | | |
|--|--|
| 01 s01.0720e 549.24 | 11 Lt. r=1740.00, chord=s14.2332e 900.83 |
| 02 Rt. r=1860.00, chord=s14.2332w 985.03 | 12 n01.0720w 437.85 |
| 03 s29.5324w 321.91 | 13 n45.3945e 27.44 |
| 04 s29.5324w 25.00 | 14 n46.0449e 136.26 |
| 05 n60.0604w 110.10 | |
| 06 s29.5423w 1207.23 | |
| 07 Rt. r=30.00, chord=s74.5154w 42.40 | |
| 08 n60.1035w 10.30 | |
| 09 n74.5423e 42.00 | |
| 10 n29.5423e 1653.92 | |



9/8/2023

Scale: 1 inch= 341 feet

File: Parcel 3_Plat.ndp

Tract 1 5.2913 Acres (230469 Sq Feet) Closure: n19.5124w 0.01 ft (10827733), Perimeter=6419 ft

- | | |
|---|--|
| 01 s11.0720w 549.24 | 11 Lt. n1740.00, chord=14.2332w 930.03 |
| 02 Rt. n1850.00, chord=n14.2332w 995.03 | 12 n01.0720w 437.85 |
| 03 s29.5324w 321.91 | 13 n45.3645e 27.44 |
| 04 s29.5324w 25.00 | 14 n45.0445e 136.26 |
| 05 n60.0604w 110.10 | |
| 06 s29.5423w 1207.22 | |
| 07 Rt. n30.00, chord=s74.5154w 42.40 | |
| 08 n60.1035w 10.30 | |
| 09 n74.5423e 42.80 | |
| 10 n29.5423e 1553.51 | |

1 • BENTLEY HORIZONTAL ALIGNMENT REVIEW

2
3
4 • Alignment name: Parcel 3
5 • Alignment description:
6 • Alignment style:
7

		STATION	NORTHING	EASTING
8	Element: Linear			
9	POT()	0+00.000	13923263.691	2328946.230
10	PCI()	5+49.235	13922714.561	2328956.987
11	Tangential Direction:	S01°07'20.219"E		
12	Tangential Length:	549.235		
13	Element: Circular			
14	PCI()	5+49.235	13922714.561	2328956.987
15	PII()	10+65.561	13922198.334	2328967.099
16	CC()		13922678.135	2327097.344
17	PTI()	15+56.525	13921750.762	2328709.665
18	Radius:	1860.000		
19	Delta:	31°01'43.504" Right		
20	Degree of Curvature (Arc):	03°04'49.506"		
21	Length:	1007.290		
22	Tangent:	516.326		
23	Chord:	995.026		
24	Middle Ordinate:	67.772		
25	External:	70.335		
26	Tangent Direction:	S01°07'19.752"E		
27	Radial Direction:	S88°52'40.248"W		
28	Chord Direction:	S14°23'32.000"W		
29	Radial Direction:	N60°05'36.248"W		
30	Tangent Direction:	S29°54'23.752"W		
31	Element: Linear			
32	PTI()	15+56.525	13921750.762	2328709.665
33	PII()	19+03.434	13921449.998	2328536.788
34	Tangential Direction:	S29°53'23.973"W		
35	Tangential Length:	346.909		
36	Element: Linear			
37	PII()	19+03.434	13921449.998	2328536.788
38	PII()	20+13.531	13921504.878	2328441.344
39	Tangential Direction:	N60°06'03.562"W		
40	Tangential Length:	110.097		
41	Element: Linear			
42	PTI()	20+13.531	13921504.878	2328441.344
43	PCI()	32+20.761	13920458.402	2327839.436
44	Tangential Direction:	S29°54'23.264"W		
45	Tangential Length:	1207.230		
46	Element: Circular			
47	PCI()	32+20.761	13920458.402	2327839.436
48	PII()	32+50.710	13920432.435	2327824.500
49	CC()		13920473.360	2327813.431
50	PTI()	32+67.842	13920447.333	2327798.511
51	Radius:	30.000		
52	Delta:	89°55'02.041" Right		
53	Degree of Curvature (Arc):	190°59'09.354"		
54	Length:	47.081		
55	Tangent:	29.957		
56	Chord:	42.396		
57	Middle Ordinate:	8.771		
58	External:	12.396		
59	Tangent Direction:	S29°54'23.264"W		
60	Radial Direction:	N60°05'36.736"W		
61	Chord Direction:	S74°51'54.204"W		

87	Radial Direction:	N29°49'25.305"E		
88	Tangent Direction:	N60°10'34.695"W		
89				
90	Element: Linear			
91	PI1	32+67.842	13920447.333	2327798.511
92	PI2	32+78.146	13920452.458	2327789.572
93	Tangential Direction:	N60°10'34.695"W		
94	Tangential Length:	10.304		
95				
96	Element: Linear			
97	PI1	32+78.146	13920452.458	2327789.572
98	PI2	32+20.940	13920463.601	2327830.890
99	Tangential Direction:	N74°54'23.264"E		
100	Tangential Length:	42.795		
101				
102	Element: Linear			
103	PI1	33+20.940	13920463.601	2327830.890
104	PC1	48+74.849	13921810.592	2328605.646
105	Tangential Direction:	N29°54'23.264"E		
106	Tangential Length:	1553.908		
107				
108	Element: Circular			
109	PC1	48+74.849	13921810.592	2328605.646
110	PI1	53+57.863	13922229.289	2328846.471
111	CC1		13922678.131	2327097.344
112	PT1	58+17.152	13922712.211	2328837.010
113	Radius:	1740.000		
114	Delta:	31°01'43.903" Left		
115	Degree of Curvature (Arc):	03°17'34.299"		
116	Length:	942.304		
117	Tangent:	483.015		
118	Chord:	930.831		
119	Middle Ordinate:	63.400		
120	External:	65.797		
121	Tangent Direction:	N29°54'23.264"E		
122	Radial Direction:	S60°05'36.736"E		
123	Chord Direction:	N14°23'31.512"E		
124	Radial Direction:	N88°52'39.761"E		
125	Tangent Direction:	N01°07'20.239"W		
126				
127	Element: Linear			
128	PT1	58+17.152	13922712.211	2328837.010
129	PI1	62+55.004	13923149.978	2328828.434
130	Tangential Direction:	N01°07'20.239"W		
131	Tangential Length:	437.851		
132				
133	Element: Linear			
134	PI1	62+55.004	13923149.978	2328828.434
135	PI2	62+82.446	13923169.157	2328848.062
136	Tangential Direction:	N45°39'45.257"E		
137	Tangential Length:	27.443		
138				
139	Element: Linear			
140	PI1	62+82.446	13923169.157	2328848.062
141	POT1	0+00.000	13923263.691	2328946.230
142	Tangential Direction:	N46°04'49.440"E		
143	Tangential Length:	136.284		
144				
145				
146				



Exhibit K-1

AGREEMENT FOR DONATION OF REAL PROPERTY

STATE OF TEXAS	§	Parcel #: 1
	§	Project: Marketplace Avenue Extension
COUNTY OF HAYS	§	

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

I. Contracting Parties:

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

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

II. Background:

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

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

III. Agreement:

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

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

IV. Covenants, Representations and Warranties:

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

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

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

V. Hold Harmless: Intentionally deleted.

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

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

VII. Relocation Assistance: *(If applicable)*

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

VIII. Costs:

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

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

IX. Termination/Withdrawal:

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

X. Closing:

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

XI. Sole Agreement:

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

XII. Notices:

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

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

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

XIV. Exhibits:

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

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Page 5 of 21

[SIGNATURE PAGE FOLLOWS]

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

CITY

DONOR

The undersigned signatory warrants that he or she is an official representative of the City and is authorized to accept the donation and to enter into this Agreement on behalf of the City.

The undersigned signatory warrants that he is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

City of Kyle, Texas, a Texas municipal corporation

SHELDON-TANGLEWOOD, LTD., a Texas limited partnership

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

By: _____

Name: Bryan Langley

Title: City Manager

BY: _____
Richard K. Sheldon, Member

Date: _____

Date: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

Page 1 of 9
September 8, 2023

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

PROPERTY DESCRIPTION FOR PARCEL 3

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

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

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

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

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

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

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

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

AGREEMENT FOR DONATION OF REAL
PROPERTY (MARKETPLACE)

Exhibit A-1

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina
14774.00003

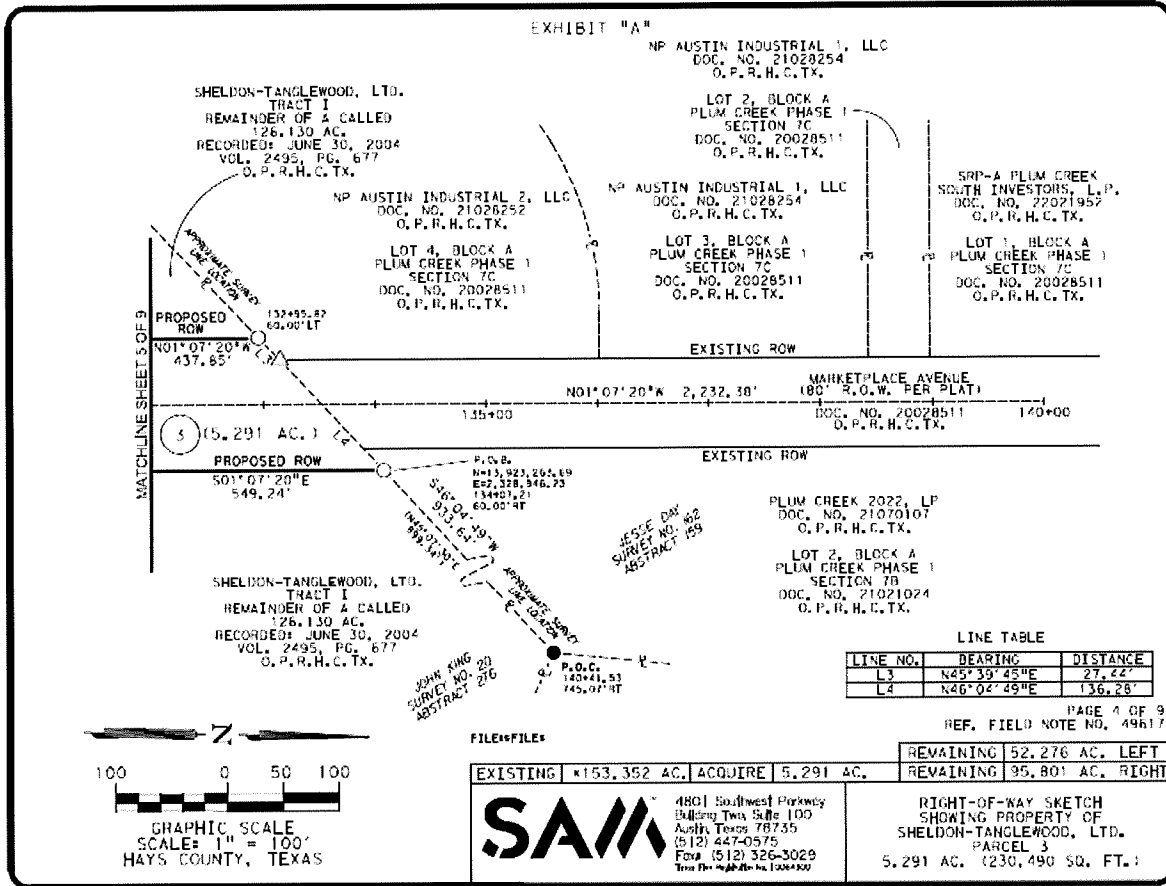
- 6) S 29°54'23" W, a distance of 1,207.23 feet to a 5/8-inch iron rod with a yellow plastic cap stamped "DUNNAWAY ASSOC. LP" found at the beginning of a curve to the right, and
- 7) With said curve to the right, through a central angle of 89°55'02", having a radius of 30.00 feet, an arc length of 47.08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

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

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

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Page 4 of 21



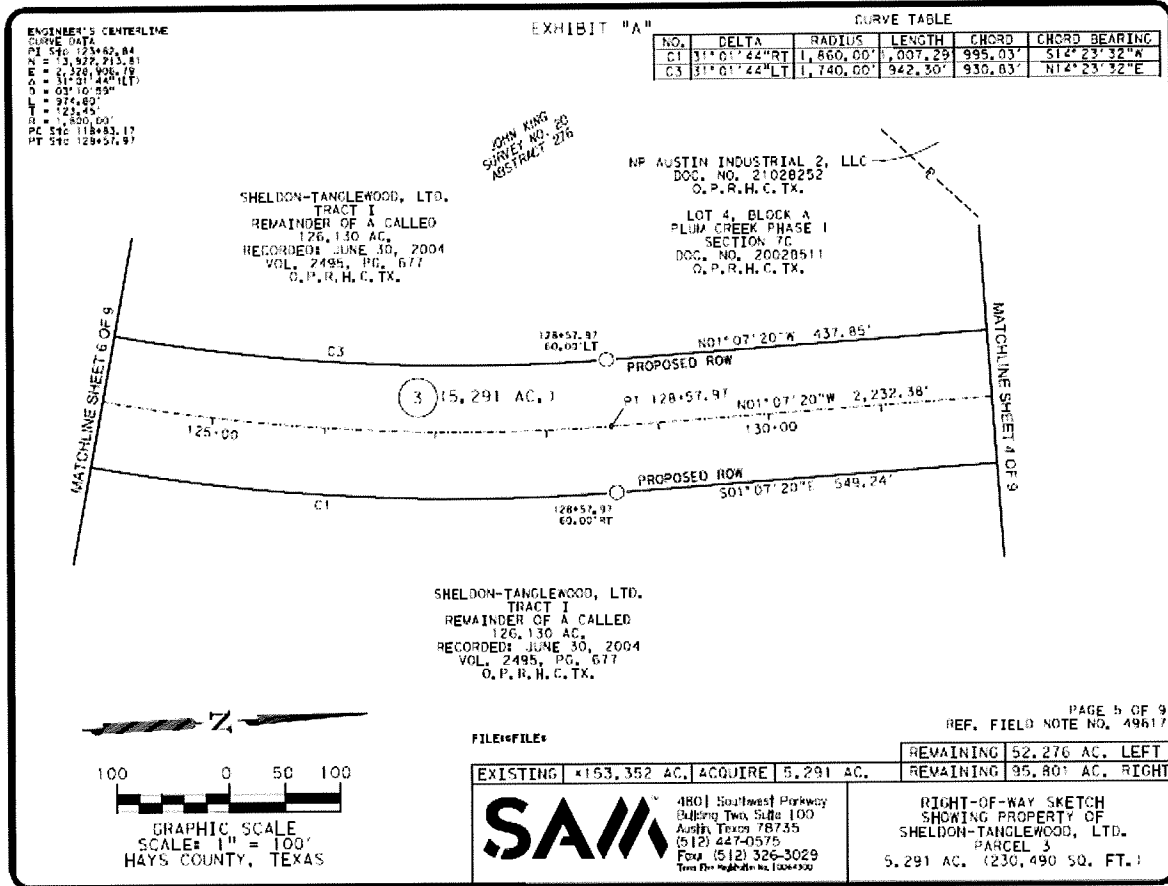
AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-4

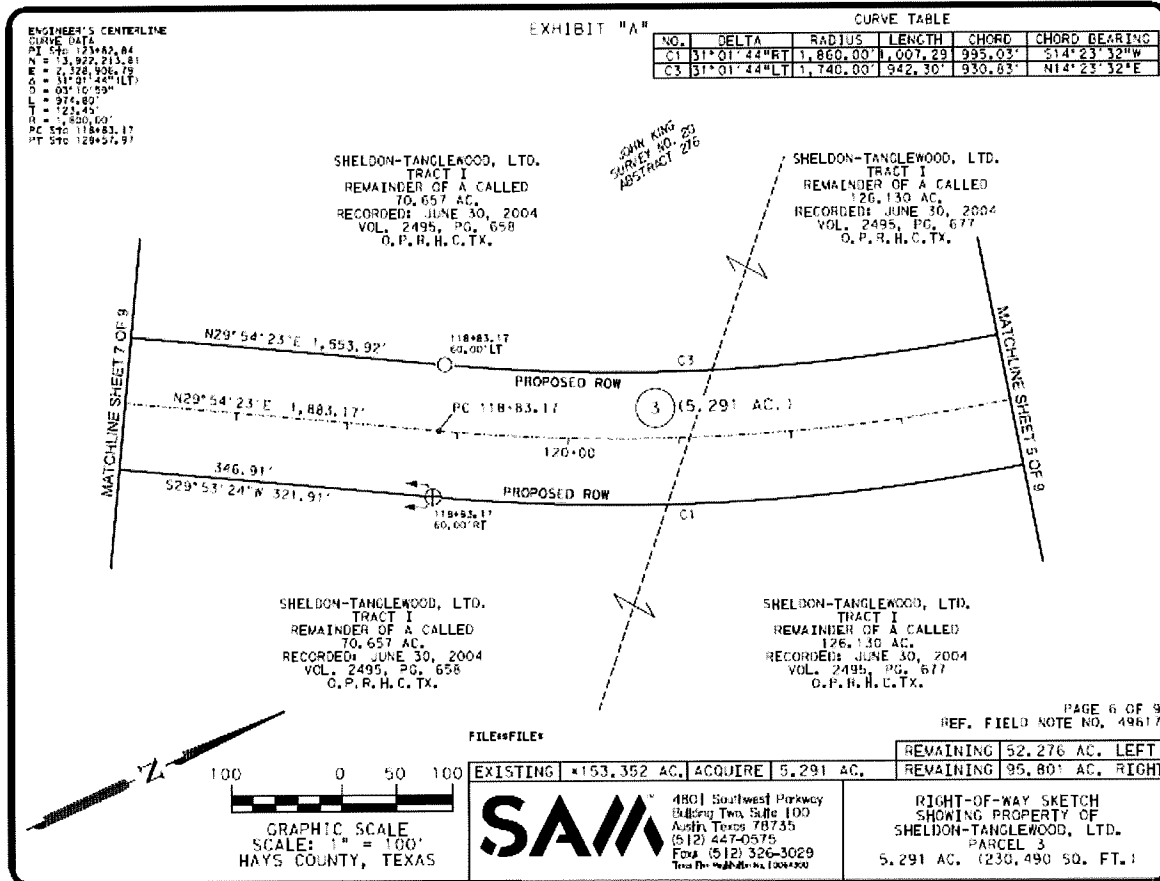
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14774.00003

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Page 5 of 21



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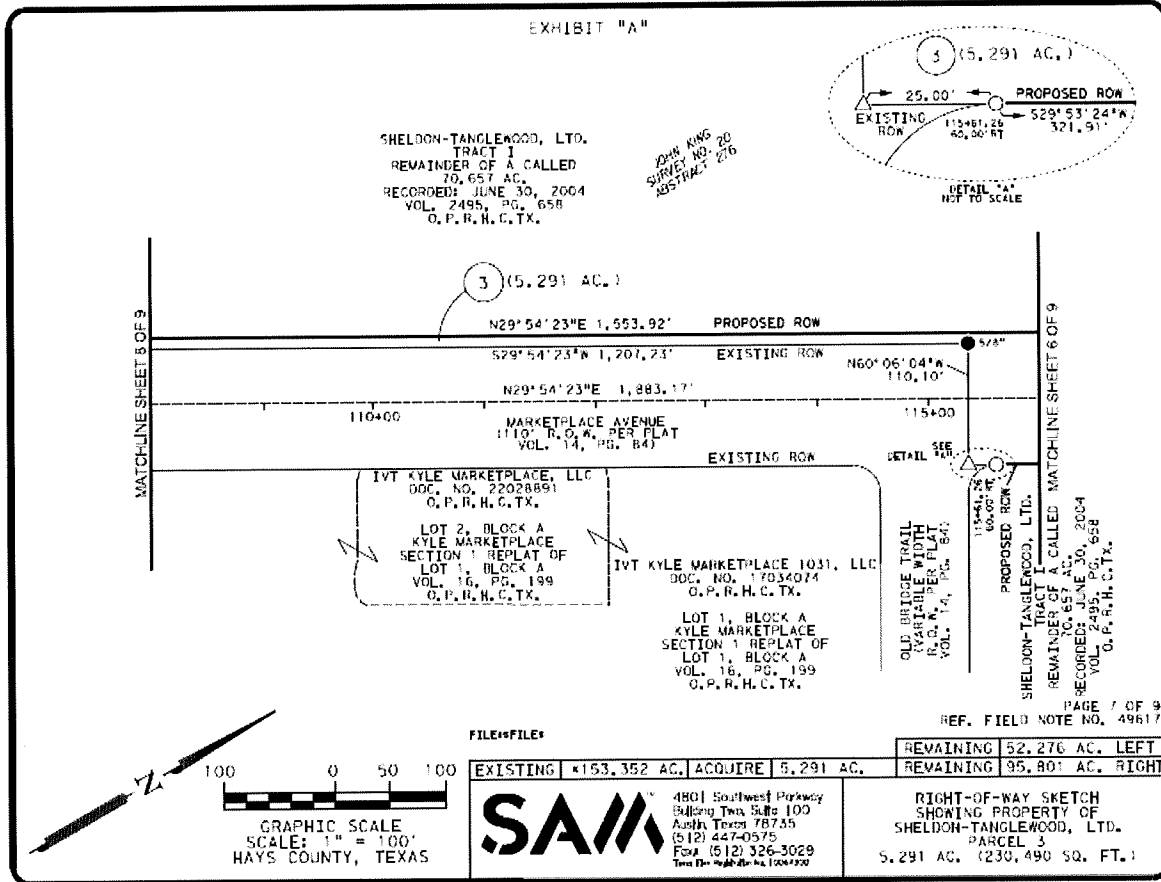


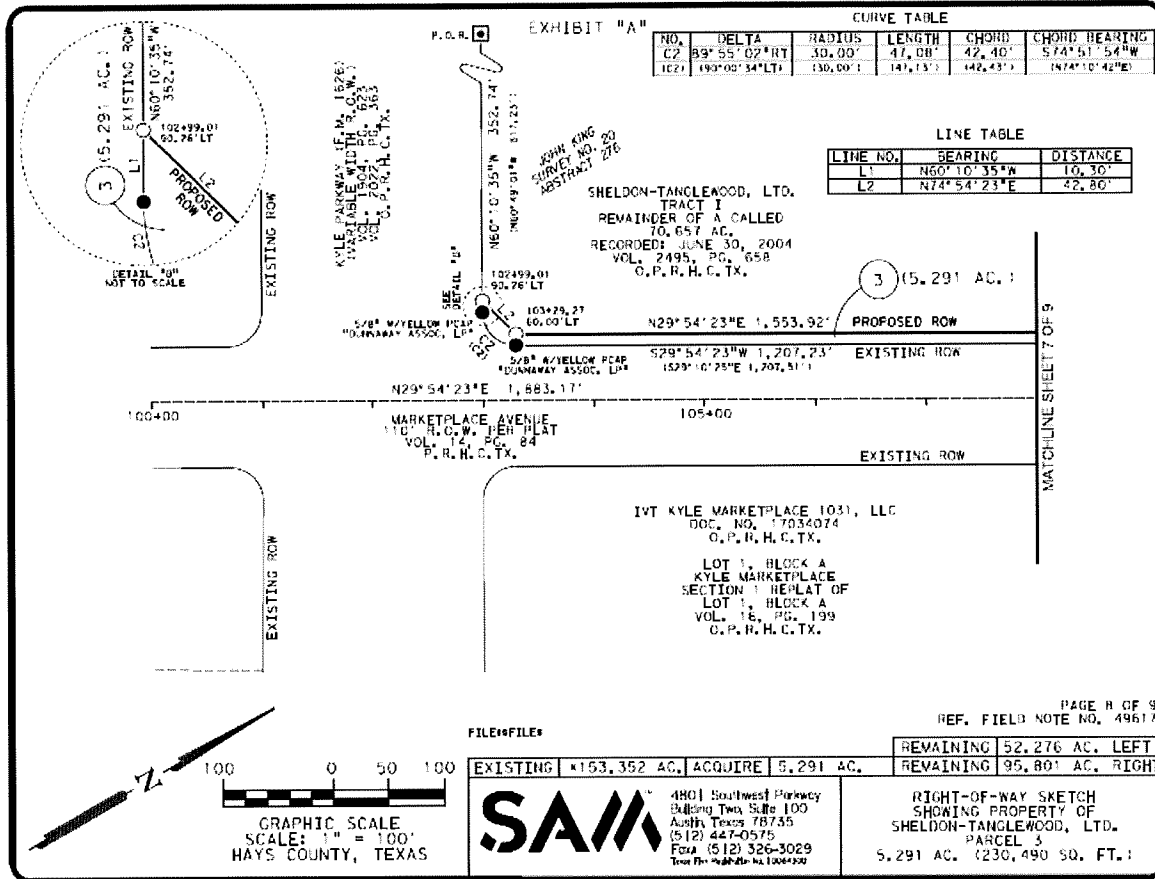
AGREEMENT TO ACCEPT DONATION OF
REAL PROPERTY (MARKETPLACE)

Exhibit A-6

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14774.00003



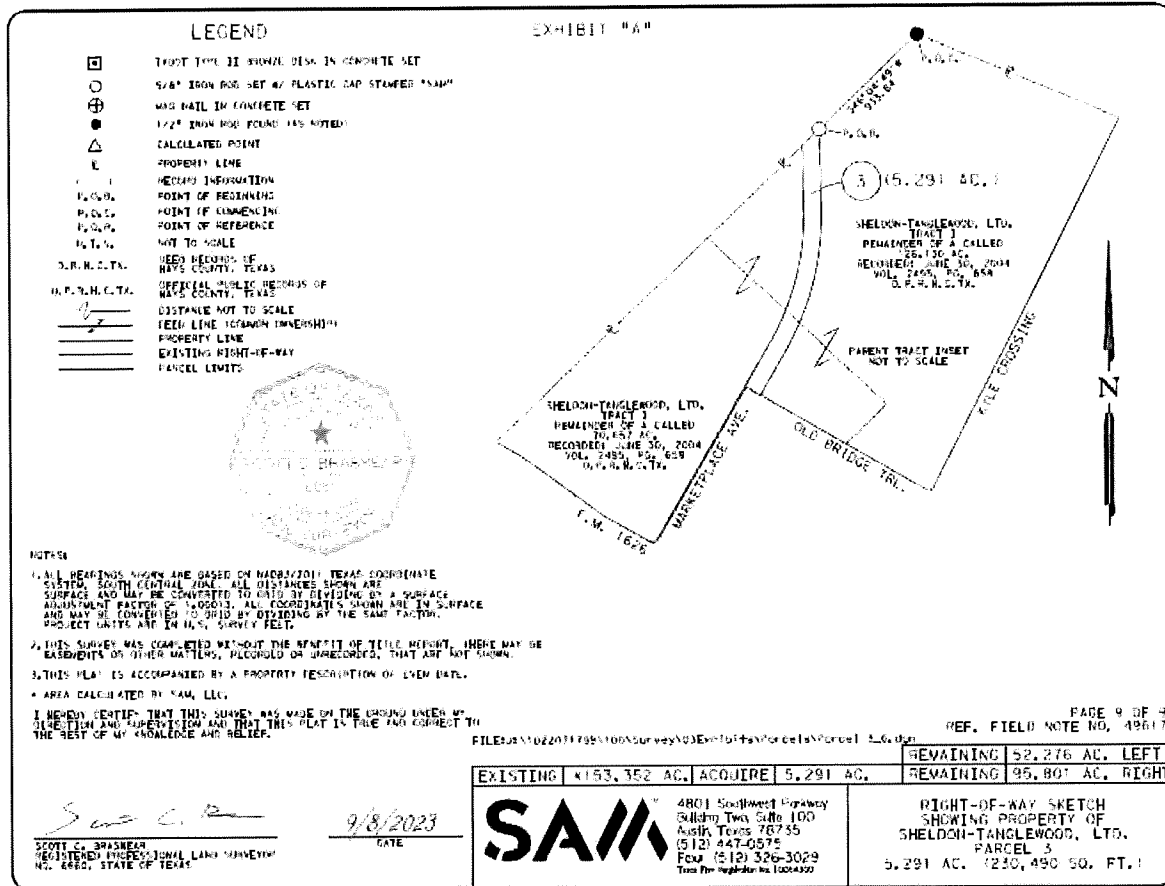


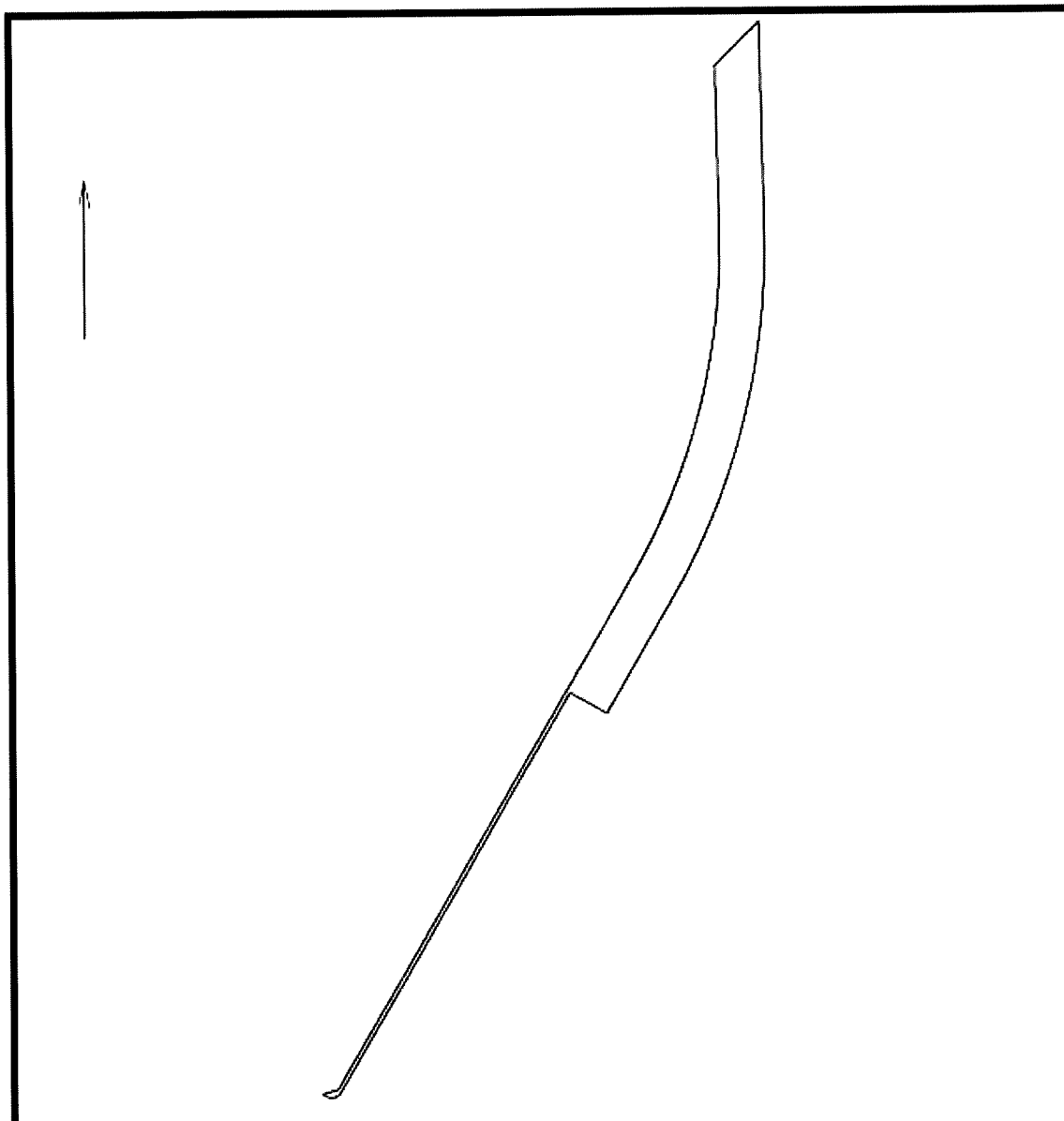
AGREEMENT TO ACCEPT DONATION OF
 REAL PROPERTY (MARKETPLACE)

Exhibit A-8

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003





9/8/2023

Scale: 1 inch= 346 feet File: Parcel 3_Description.ndp

Tract 1, 5.2913 Acres (230490 Sq. Feet), Closure: n19.5124w 0.01 ft. (11827736), Perimeter=6419 ft

01 s01.0720e 549.24	11 LL r=1740.00, chord=14.2330e 930.83
02 Rt. r=1860.00, chord=s14.2332w 995.03	12 n01.0720w 437.85
03 s29.5324w 321.91	13 n45.3945e 27.44
04 s29.5324w 25.00	14 n45.0449e 136.26
05 n60.0604w 110.10	
06 s29.5429w 1207.23	
07 Rt. r=30.00, chord=s74.5154w 42.40	
08 n60.1035w 10.30	
09 n74.5423e 42.00	
10 n29.5423e 1553.92	

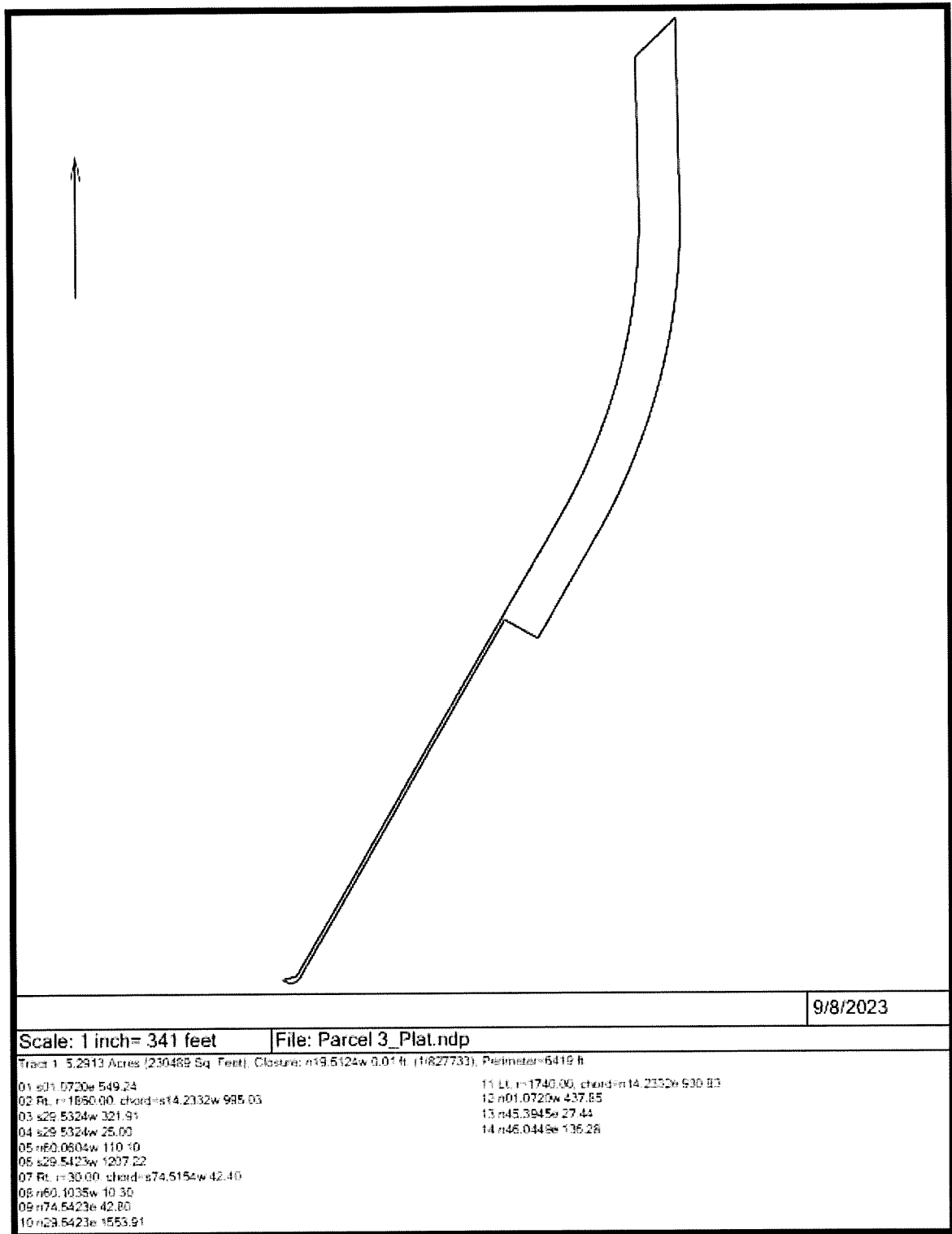
AGREEMENT TO ACCEPT DONATION OF
 REAL PROPERTY (MARKETPLACE)

Exhibit A-10

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina

14774.00003

Form ROW-N-143
 (Rev. 06/15)
 Page 11 of 21



AGREEMENT TO ACCEPT DONATION OF
 REAL PROPERTY (MARKETPLACE)

Exhibit A-11

Agreement_to_Accept_Donation_of_Real_Property_Marketplace_FinalAgreement_to_Accept_Donation_of_Real_Property_Marketplace_Fina
 I
 14774.00003

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1  * BENTLEY HORIZONTAL ALIGNMENT REVIEW
2  *
3  * Alignment name: Parcel 3
4  * Alignment description:
5  * Alignment style:
6  *
7
8  Element: Linear
9      POB:      )
10     PCI:      )
11     Tangential Direction:  801°07'20.239"E
12     Tangential Length:    540.235
13
14 Element: Circular
15     PCI:      )
16     PII:      )
17     CCI:      )
18     PTI:      )
19     Radius:   1860.000
20     Delta:    31°01'43.504" Right
21     Degree of Curvature (Arc):  63°04'49.506"
22     Length:   1007.290
23     Tangent:  516.326
24     Chord:    995.026
25     Middle Ordinate:  67.772
26     External:  70.335
27     Tangent Direction:  501°07'19.752"E
28     Radial Direction:  588°52'40.248"W
29     Chord Direction:   314°23'32.000"W
30     Radial Direction:  N60°05'36.248"W
31     Tangent Direction:  S29°54'23.752"W
32
33 Element: Linear
34     PTI:      )
35     PII:      )
36     Tangential Direction:  529°53'23.973"W
37     Tangential Length:    346.909
38
39 Element: Linear
40     PII:      )
41     PII:      )
42     Tangential Direction:  N60°06'03.562"W
43     Tangential Length:    110.097
44
45 Element: Linear
46     PII:      )
47     PCI:      )
48     Tangential Direction:  529°54'23.264"W
49     Tangential Length:    1207.230
50
51 Element: Circular
52     PCI:      )
53     PII:      )
54     CCI:      )
55     PTI:      )
56     Radius:   30.000
57     Delta:    89°55'02.041" Right
58     Degree of Curvature (Arc):  190°59'09.154"
59     Length:   47.081
60     Tangent:  29.957
61     Chord:    42.396
62     Middle Ordinate:  8.771
63     External:  12.396
64     Tangent Direction:  S29°54'23.264"W
65     Radial Direction:  N60°05'36.736"W
66     Chord Direction:   S74°51'54.284"W
    
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(Rev. 06/15)
Page 13 of 22

87	Radial Direction:	N29°49'25.305"E		
88	Tangent Direction:	N60°10'34.695"W		
89				
90	Element: Linear			
91	PTI	32+67.842	13920447.333	2327798.511
92	PII	32+78.146	13920452.458	2327785.572
93	Tangential Direction:	N60°10'34.695"W		
94	Tangential Length:	10.304		
95				
96	Element: Linear			
97	PII	22+78.146	13920452.458	2327785.572
98	PII	33+20.940	13920463.601	2327836.890
99	Tangential Direction:	N74°54'23.264"E		
100	Tangential Length:	42.795		
101				
102	Element: Linear			
103	PII	33+20.940	13920463.601	2327836.890
104	PCI	48+74.849	13921810.592	2328605.646
105	Tangential Direction:	N29°54'23.264"E		
106	Tangential Length:	1553.908		
107				
108	Element: Circular			
109	PCI	48+74.849	13921810.592	2328605.646
110	PII	53+57.863	13922229.289	2328846.471
111	CCI		13922678.131	2327097.344
112	PTI	58+17.152	13922712.211	2328837.010
113	Radius:	1740.000		
114	Delta:	31°01'43.503" Left		
115	Degree of Curvature(Arc):	03°17'34.299"		
116	Length:	942.304		
117	Tangent:	483.015		
118	Chord:	930.831		
119	Middle Ordinate:	63.400		
120	External:	65.797		
121	Tangent Direction:	N29°54'23.264"E		
122	Radial Direction:	S60°05'36.736"E		
123	Chord Direction:	N14°23'31.512"E		
124	Radial Direction:	N88°52'39.761"E		
125	Tangent Direction:	N01°07'20.239"W		
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129	PII	62+55.004	13923149.978	2328828.434
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131	Tangential Length:	437.851		
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133	Element: Linear			
134	PII	62+55.004	13923149.978	2328828.434
135	PII	62+82.446	13923169.157	2328848.062
136	Tangential Direction:	N45°39'45.257"E		
137	Tangential Length:	27.443		
138				
139	Element: Linear			
140	PII	62+82.446	13923169.157	2328848.062
141	POTI	0+00.000	13923263.691	2328946.230
142	Tangential Direction:	N46°04'49.440"E		
143	Tangential Length:	136.284		
144				
145				
146				

Exhibit B

Donation Deed

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

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

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

[SIGNATURE PAGES FOLLOW]

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

DONOR:

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

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

By: _____
Richard K. Sheldon, Member

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

Notary Public-State of Texas

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

By: _____

Name: Bryan Langley

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF HAYS §

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

[SEAL]

Notary Public-State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**EXHIBIT A
PROPERTY DESCRIPTION**

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

Page 1 of 9
September 8, 2023

PROPERTY DESCRIPTION FOR PARCEL 3

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

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

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

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

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

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

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

**EXHIBIT A
PROPERTY DESCRIPTION**

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

Page 1 of 9
 September 8, 2023

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

**EXHIBIT A
PROPERTY DESCRIPTION**

EXHIBIT "A"

County: Hays
 Parcel No.: 3
 Highway: Marketplace Avenue
 Limits: From: FM 1626
 To: Keldler's Crossing

Page 3 of 9
 September 8, 2023

THENCE departing the proposed west right-of-way line of Marketplace Avenue, with the north line of said remainder of a called 126.130 acre tract and the south line of said Lot 4, the following two (2) courses and distances numbered 12 - 14:

12) to 45°39'46" E, a distance of 27.44 feet to a calculated point on the existing west right-of-way line of Marketplace Avenue, an 80 foot wide right-of-way, per plat recorded in Document No. 20028511, O.P.R.H.C.T.A., and

14) to 48°04'46" E, a distance of 136.29 feet to the **POINT OF BEGINNING**, and containing 8,291 acres (220,496 sq. ft.) of land.

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

Bearing Basis:

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

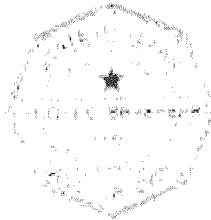
THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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

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

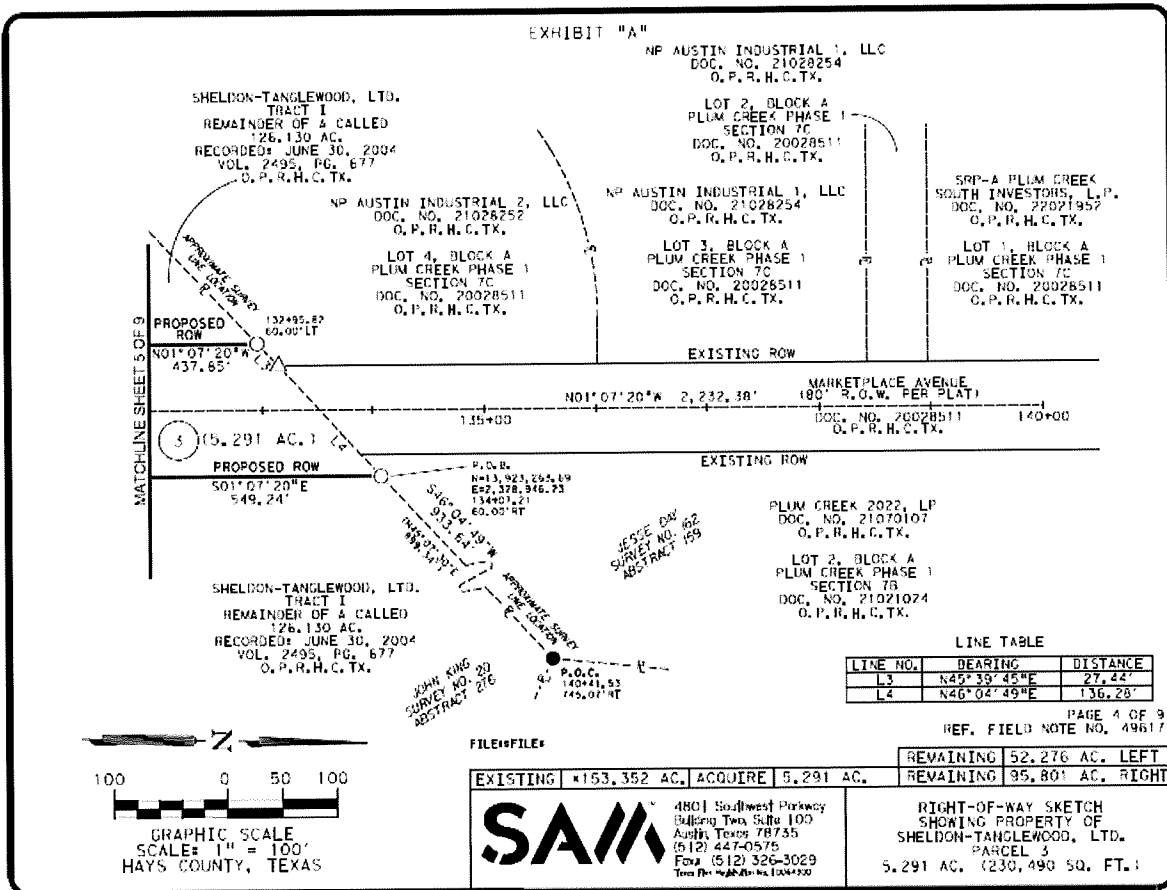
SURVEYING AND MAPPING, LLC
 4801 Southwest Pkwy
 Building Two, Suite 100
 Austin, Texas 78725
 TX Firm No. 10084800

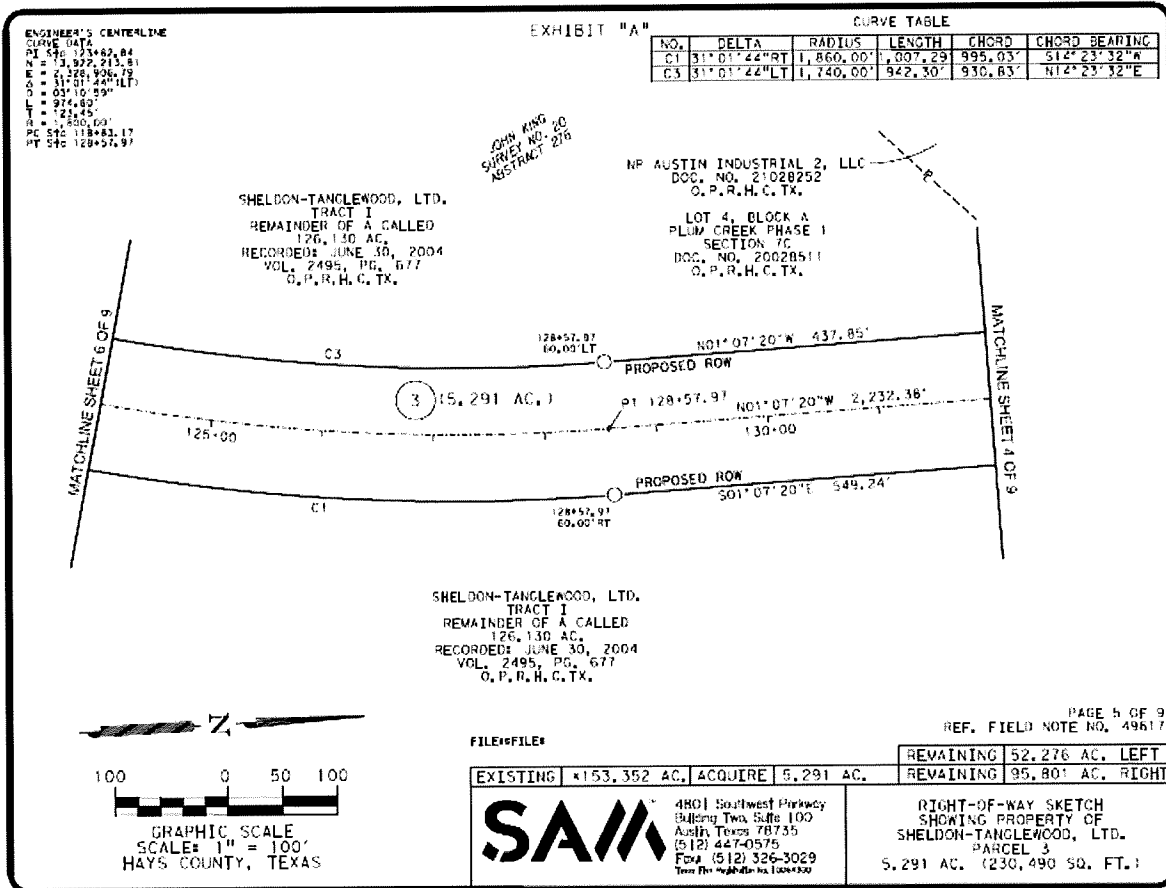


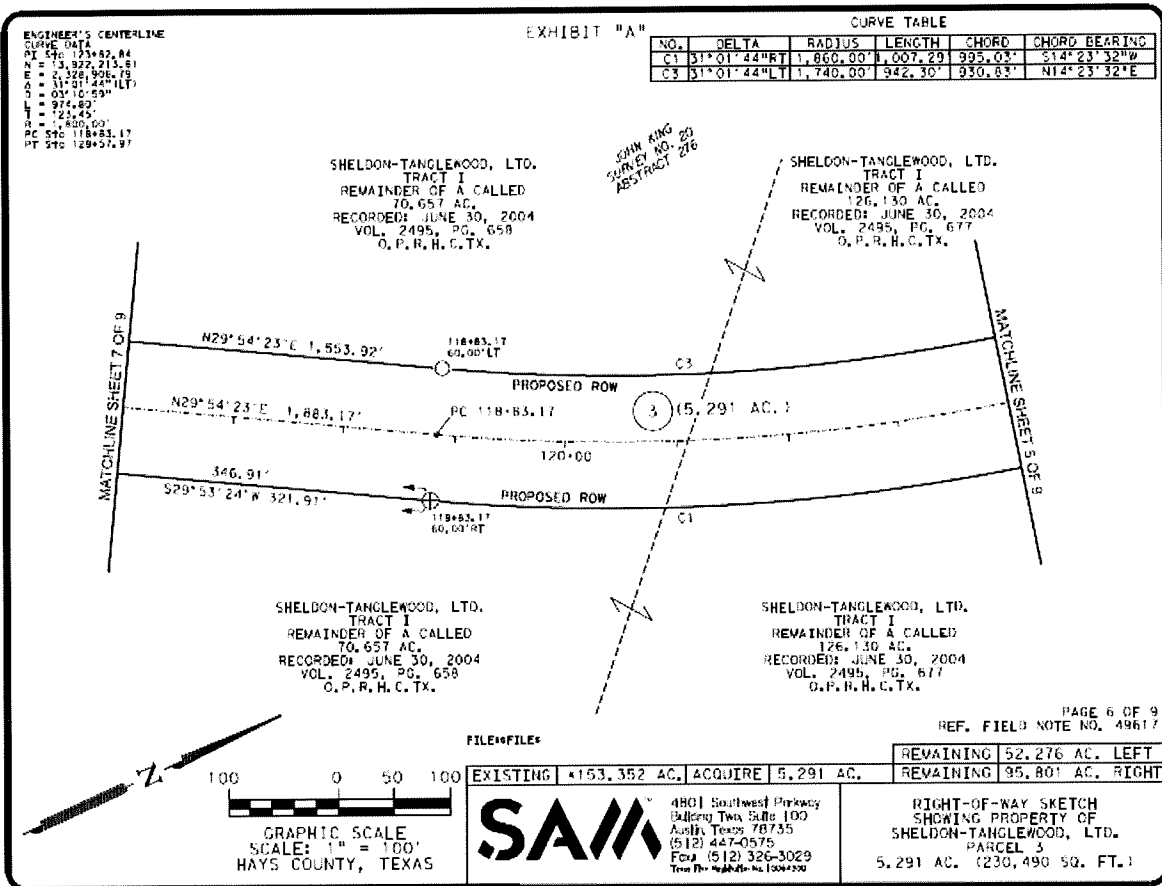
Scott C. Brashear 9/8/2023
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 8600 - State of Texas

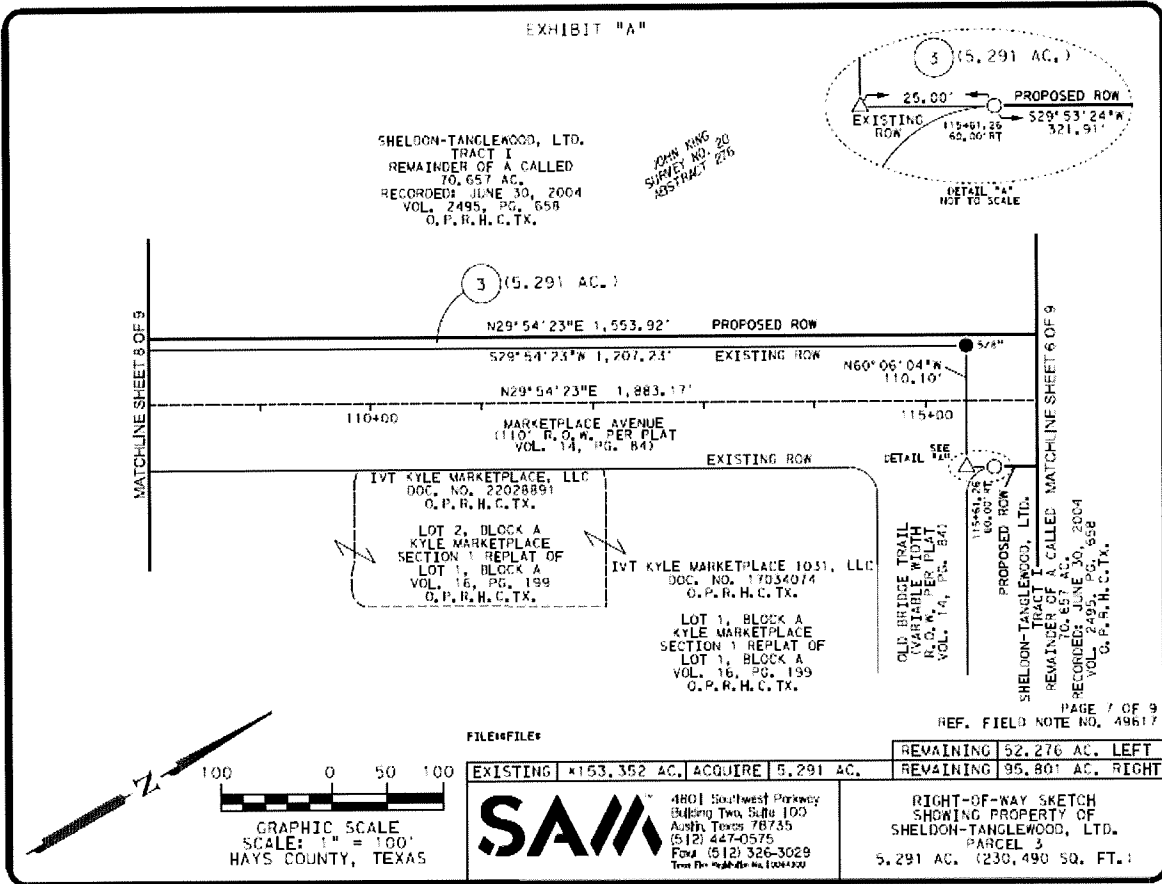
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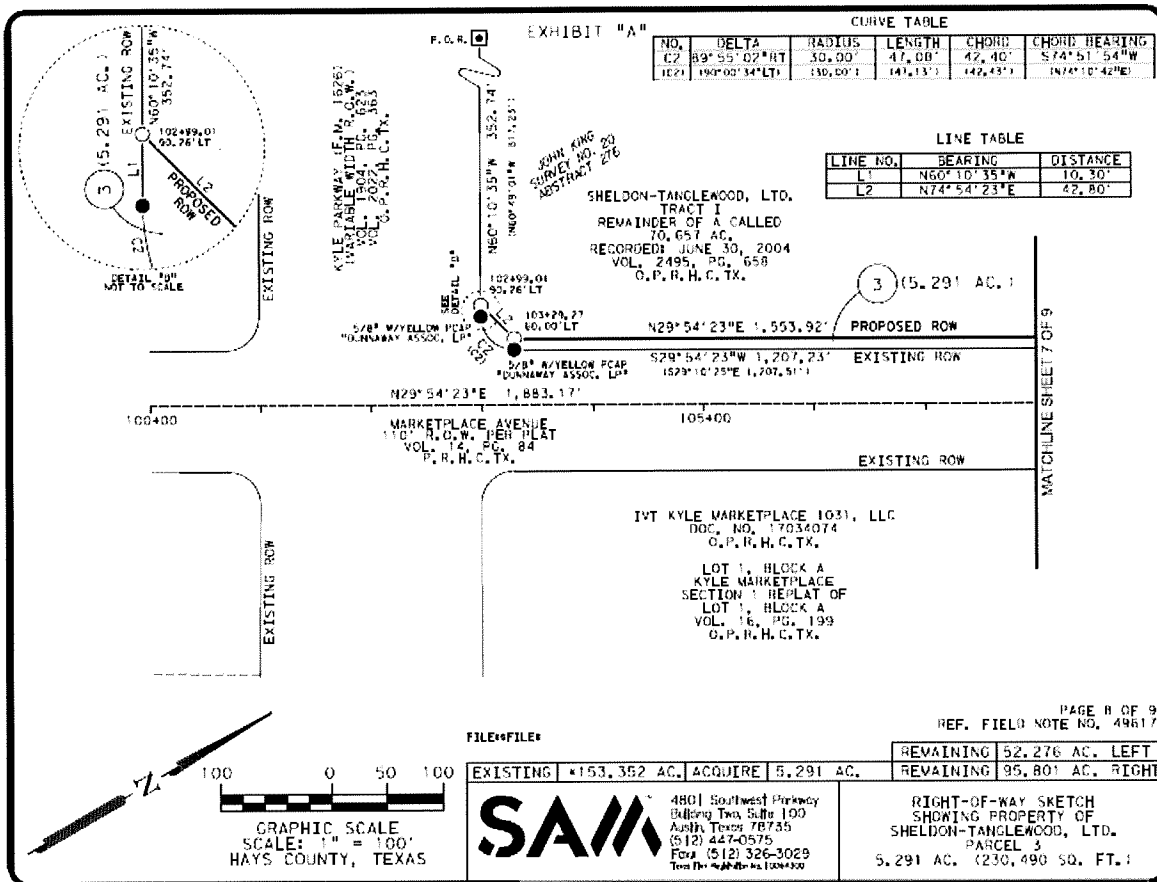
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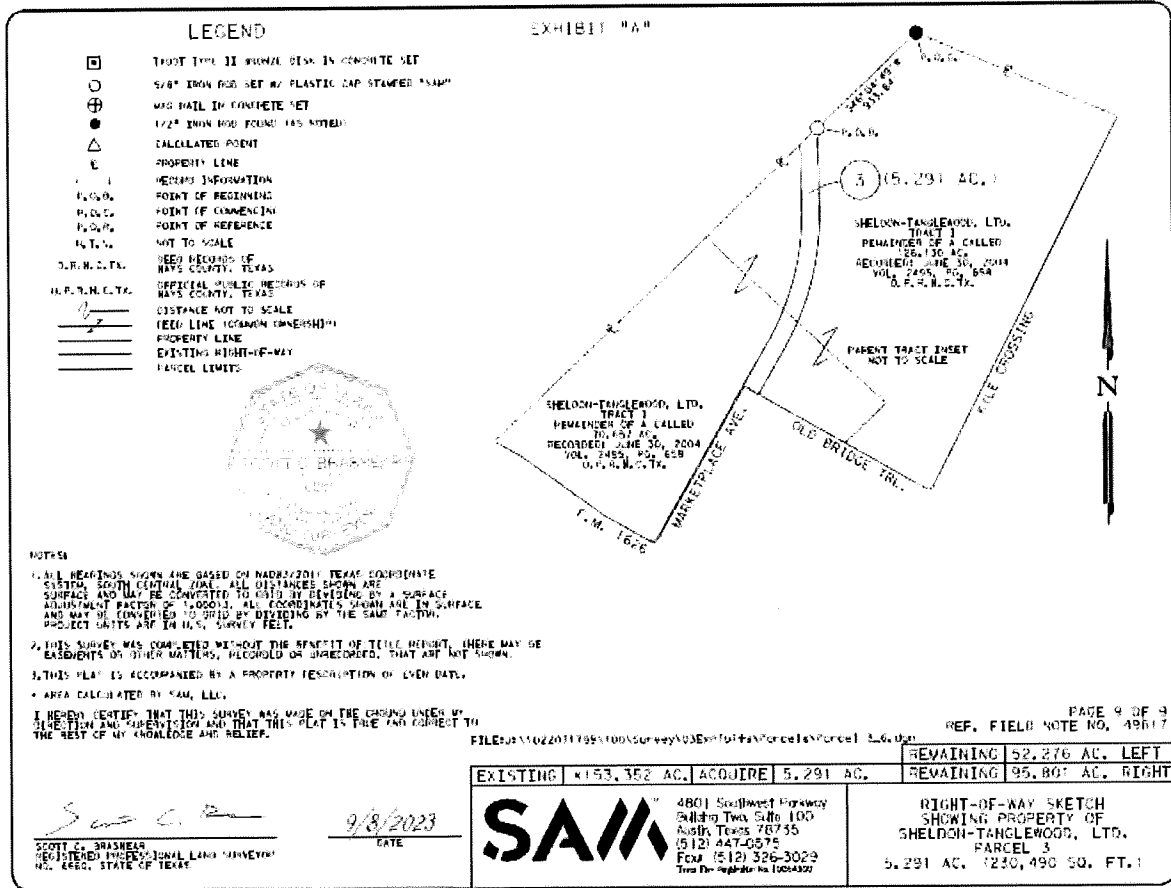


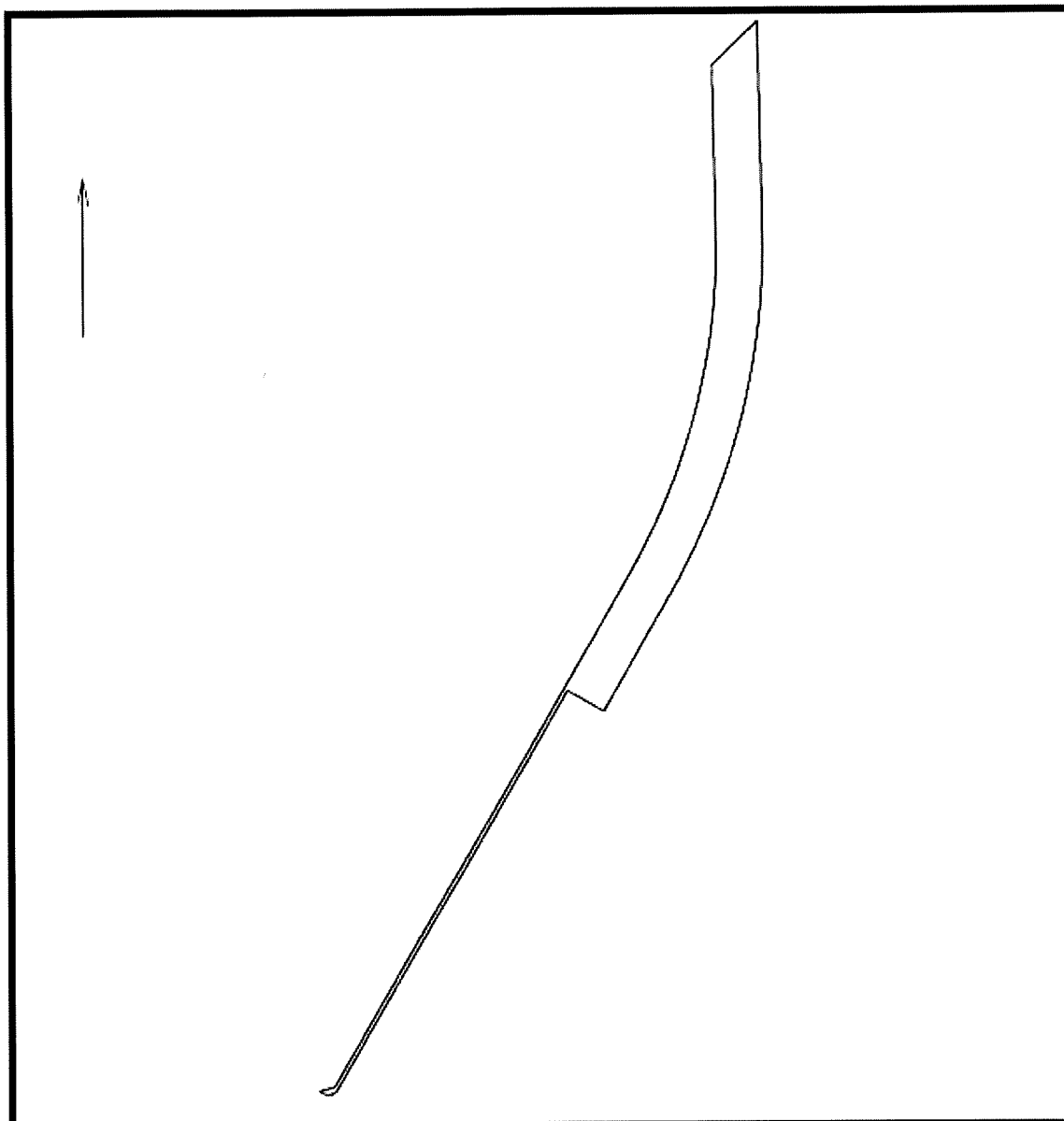












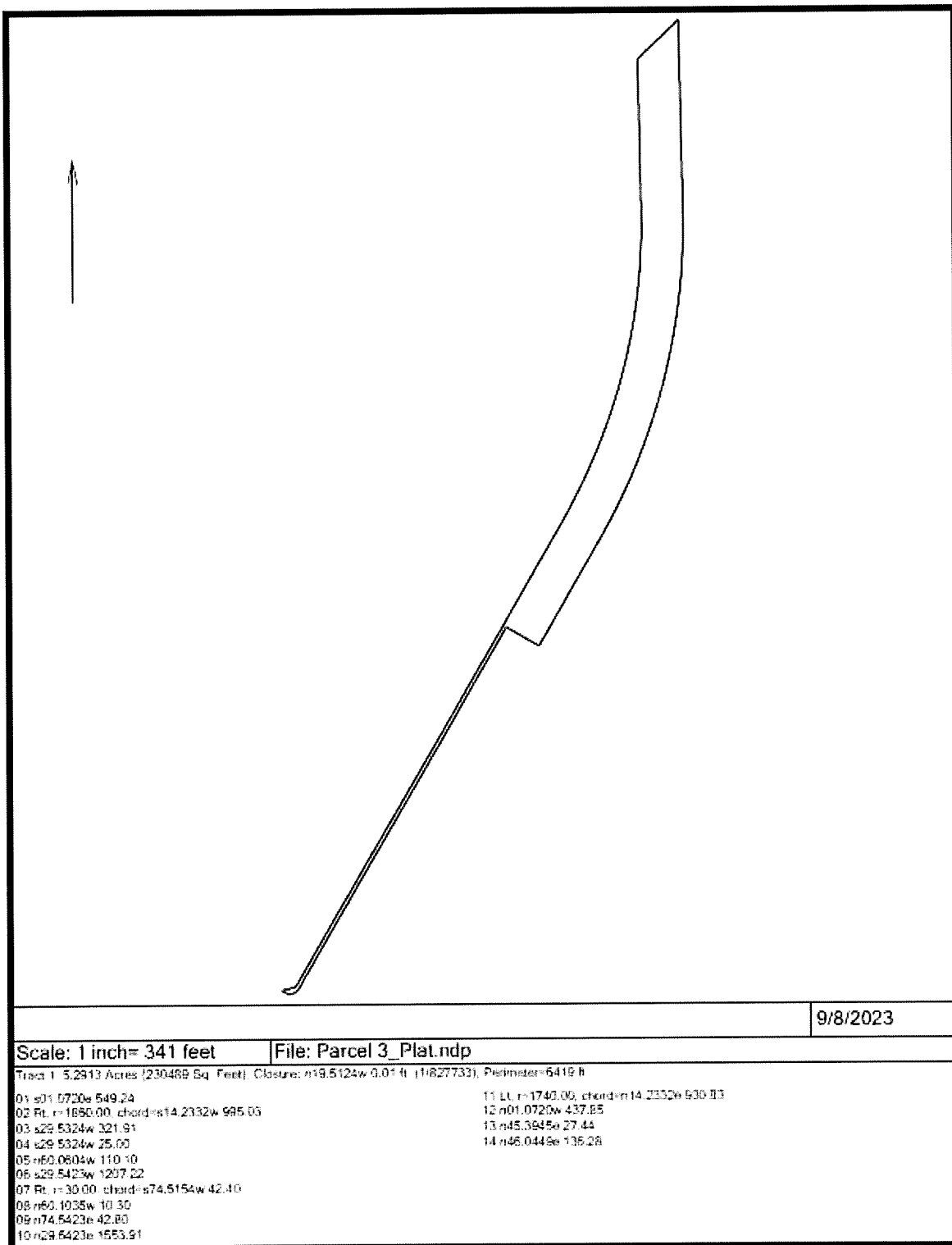
9/8/2023

Scale: 1 inch= 346 feet

File: Parcel 3_Description.ndp

Tract 1: 5.2913 Acres (230490 Sq. Feet), Closure: n19.5124w 0.01 ft. (11827738), Perimeter=6419 ft

01 s01.0720e 549.24	11 E. m 1740.00, chord m 14.2332e 939.83
02 Rt. m 1865.00, chord s 14.2332w 995.03	12 n01.0720w 437.85
03 s29.5324w 321.91	13 n45.3945e 27.44
04 s29.5324w 25.00	14 n46.0445e 136.28
05 n60.0604w 110.10	
06 s29.5423w 1207.23	
07 Rt. m 30.00, chord s 74.5154w 42.40	
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10 n29.5423e 1553.82	



```

1  * BENTLEY HORIZONTAL ALIGNMENT REVIEW
2  *
3  * Alignment name: Parcel 3
4  * Alignment description:
5  * Alignment style:
6  *
7
8          STATION          NORTHING          EASTING
9 Element: Linear
10          POT(      )          0+00.000          13923263.691          2328946.230
11          PCI(      )          5+49.235          13922714.561          2328956.987
12          Tangential Direction:  S01°07'20.239"E
13          Tangential Length:    549.235
14
15 Element: Circular
16          PCI(      )          5+49.235          13922714.561          2328956.987
17          PII(      )          10+65.561          13922198.334          2328967.099
18          CCI(      )          15+56.525          13922676.135          2327097.344
19          PTI(      )          19+56.525          13921750.762          2328709.665
20          Radius:              1860.000
21          Delta:                31°01'43.504" Right
22          Degree of Curvature(Arc):  03°04'49.506"
23          Length:                1007.290
24          Tangent:                516.326
25          Chord:                  995.026
26          Middle Ordinate:        67.772
27          External:                70.335
28          Tangent Direction:      S01°07'19.752"E
29          Radial Direction:       S88°52'40.248"W
30          Chord Direction:       S14°23'32.000"W
31          Radial Direction:       N60°05'36.248"W
32          Tangent Direction:      S29°54'23.752"W
33
34 Element: Linear
35          PTI(      )          19+56.525          13921750.762          2328709.665
36          PII(      )          19+03.434          13921449.998          2328536.788
37          Tangential Direction:    S29°53'23.973"W
38          Tangential Length:      346.909
39
40 Element: Linear
41          PII(      )          19+03.434          13921449.998          2328536.788
42          PIII(     )          20+13.531          13921504.878          2328441.344
43          Tangential Direction:    N60°06'03.562"W
44          Tangential Length:      110.097
45
46 Element: Linear
47          PIII(     )          20+13.531          13921504.878          2328441.344
48          PCI(      )          32+29.761          13920458.402          2327839.436
49          Tangential Direction:    S29°54'23.264"W
50          Tangential Length:      1207.230
51
52 Element: Circular
53          PCI(      )          32+29.761          13920458.402          2327839.436
54          PII(      )          32+50.710          13920432.435          2327824.500
55          CCI(      )          32+67.842          13920473.360          2327813.431
56          PTI(      )          32+67.842          13920447.333          2327798.511
57          Radius:              30.000
58          Delta:                89°55'02.041" Right
59          Degree of Curvature(Arc):  190°59'09.354"
60          Length:                47.061
61          Tangent:                29.957
62          Chord:                  42.396
63          Middle Ordinate:        8.771
64          External:                12.396
65          Tangent Direction:      S29°54'23.264"W
66          Radial Direction:       N60°05'36.736"W
67          Chord Direction:       S74°51'54.284"W

```

67	Radial Direction:	N29°49'25.305"E		
68	Tangent Direction:	N60°10'34.695"W		
69				
70	Element: Linear			
71	PT()	32+67.842	13920447.333	2327798.511
72	PI()	32+78.146	13920452.458	2327789.572
73	Tangential Direction:	N60°10'34.695"W		
74	Tangential Length:	10.304		
75				
76	Element: Linear			
77	PI()	32+78.146	13920452.458	2327789.572
78	PII()	32+20.940	13920463.601	2327830.890
79	Tangential Direction:	N74°54'23.264"E		
80	Tangential Length:	42.795		
81				
82	Element: Linear			
83	PI()	33+20.940	13920463.601	2327830.890
84	PC()	48+74.849	13921810.592	2328605.646
85	Tangential Direction:	N29°54'23.264"E		
86	Tangential Length:	1653.908		
87				
88	Element: Circular			
89	PC()	48+74.849	13921810.592	2328605.646
90	PI()	53+57.863	13922229.289	2328846.471
91	CC()		13922678.131	2327097.344
92	PT()	58+17.152	13922712.211	2328837.010
93	Radius:	1740.000		
94	Delta:	31°01'43.903" Left		
95	Degree of Curvature (Arc):	03°17'34.299"		
96	Length:	942.304		
97	Tangent:	483.015		
98	Chord:	930.831		
99	Middle Ordinate:	63.400		
100	External:	65.797		
101	Tangent Direction:	N29°54'23.264"E		
102	Radial Direction:	S60°05'36.736"E		
103	Chord Direction:	N14°23'31.512"E		
104	Radial Direction:	N88°52'39.761"E		
105	Tangent Direction:	N01°07'20.239"W		
106				
107	Element: Linear			
108	PT()	58+17.152	13922712.211	2328837.010
109	PI()	62+55.004	13923149.978	2328828.434
110	Tangential Direction:	N01°07'20.239"W		
111	Tangential Length:	437.851		
112				
113	Element: Linear			
114	PI()	62+55.004	13923149.978	2328828.434
115	PII()	62+82.446	13923169.157	2328848.062
116	Tangential Direction:	N45°39'45.257"E		
117	Tangential Length:	27.443		
118				
119	Element: Linear			
120	PI()	62+82.446	13923169.157	2328848.062
121	POT()	0+00.000	13923263.691	2328946.230
122	Tangential Direction:	N46°04'49.440"E		
123	Tangential Length:	136.284		
124				
125				
126				

EXHIBIT B
SITE RESTRICTIONS

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

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

Exhibit L
Water Tank Property Description

Exhibit L
Tank Legal Description



Partners for a Better Quality of Life

Page 1 of 5

LEGAL DESCRIPTION

FOR A 2.222 ACRE TRACT OF LAND, LOCATED IN THE JOHN KING SURVEY, ABSTRACT NO. 276 AND THE JESSE DAY SURVEY, ABSTRACT NO. 159, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 70.657 ACRE TRACT OF LAND DESCRIBED TO SHELDON-TANGLEWOOD, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY CP&Y, INC. AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with green plastic cap stamped "BCG" found, having a Texas South Central State Plane NAD '83 (HARN '93) Grid Coordinate of: Northing = 13,919,331.3 feet and Easting = 2,326,439.8 feet, for the common southwest corner of said 70.657 acre tract and the southeast corner of Lot 4, Block A, Plum Creek Phase 1, Section 7C, a subdivision recorded in Document No. 20028511 of the Plat Records of said County, being on the north right-of-way line of F.M. 1626 (right-of-way width varies), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with red cap (illegible) found for the southwest corner of said Lot 4, being on the north right-of-way line of F.M. 1626 (right-of-way width varies) bears, (L2) North 59° 58' 49" West, a distance of 44.96 feet;

THENCE continuing with the common west line of said 70.657 acre tract and the east line of said Lot 4, **North 46° 04' 39" East**, a distance of **428.56 feet** to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northwest corner hereof, from which a 1/2-inch iron rod stamped "LAI" found on the west line of a called remainder of a 126.130 acre tract of land described as "Tract 1" in a deed to Sheldon-Tanglewood, LTD, a Texas Limited Partnership, as recorded in Volume 2495, Page 677, Official Public Records of said County, Texas, being the northeast corner of said Lot 4 and the southwest corner of Market Place Avenue right-of-way (80' wide right-of-way) bears, North 46° 04' 39" East, a distance of 2,495.27 feet;

THENCE through the interior of said 70.657 acre tract, the following two (2) courses and distances:

- 1) **South 53° 59' 15" East**, a distance of **269.27 feet** to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northeast corner hereof;

- 2) **South 35° 57' 41" West**, a distance of **241.22 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the northeast corner of a called 0.6336 acre tract of land described to the City of Kyle, Texas and recorded in Volume 3516, Page 509 of the Official Public Records of said County, for the most easterly southeast corner hereof, from which a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southeast corner of said 0.6336 acre tract, and being on the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626 bears, South 35° 57' 41" West, a distance of 159.77 feet;

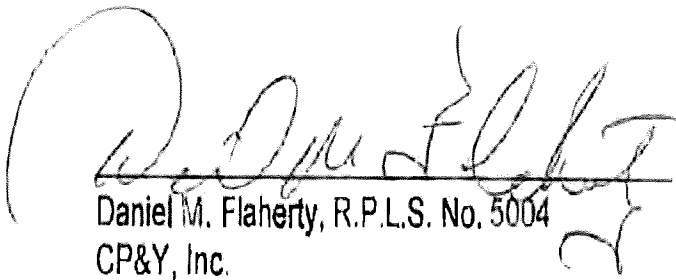
THENCE with the common lines of said 70.657 acre tract and said 0.6336 acre tract, the following three (3) courses and distances:

- 1) **North 54° 01' 38" West**, a distance of **129.90 feet** to a calculated point for an angle point hereof;
- 2) (L1) **South 80° 58' 22" West**, a distance of **70.66 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point hereof;
- 3) **South 36° 01' 16" West**, a distance of **113.28 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southwest corner of said 0.6336 acre tract, being on the common south line of said 70.657 acre tract and the north right-of-way line of said F. M. 1626, from which 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point on the common the south line of said 0.6336 acre tract and the north right-of-way line of said F.M. 1626 bears, (L3) South 60° 12' 03" East, a distance of 33.41 feet;

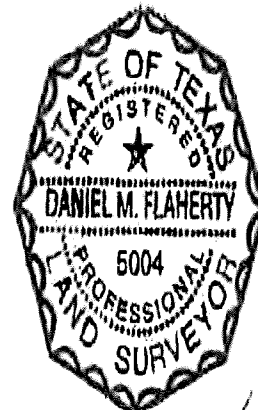
THENCE with the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626, **North 60° 01' 09" West**, a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing 2.222 acres of land.

Basis of Bearings: Bearings are based on the Texas South Central Zone State Plane Coordinate System NAD '83 (HARN '93), which is based on Trimble RTKNet AllTerra Network.

This metes and bounds description is accompanied by an exhibit drawing.



Daniel M. Flaherty, R.P.L.S. No. 5004
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 2200581



08/24/2023

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5) IMPROVEMENTS ARE SHOWN AS OF SURVEY DATE.
- 6) COORDINATES AND BEARINGS ARE BASED ON THE TEXAS SOUTH CENTRAL ZONE STATE PLANE COORDINATE SYSTEM, NAD '83 (HARN '83), WHICH IS BASED ON THE TRIMBLE RTKNET ALLTERRA NETWORK.

EXHIBIT "A"

**MARKETPLACE AVENUE
(80' WIDE ROW)**

SHELDON-TANGLEWOOD, LTD.
REMAINDER OF
CALLED 126.130 AC.
TRACT 1
VOLUME 2495, PAGE 677
O.P.R.H.C.T.

SHELDON-TANGLEWOOD, LTD.
CALLED 70.657 ACRES
TRACT 1
VOL. 2495, PG. 658
O.P.R.H.C.T.

LEGEND

- = 1/2" IRON ROD FOUND
- = 5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "CP&Y"
- ⊙ = 1/2" IRON ROD FOUND WITH ORANGE CAP STAMPED "DOUGET & ASSOC." (UNLESS OTHERWISE NOTED)
- = PROPERTY LINE
- △ = CALCULATED POINT
- P.R.H.C.T. = PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- () = TITLE COMMITMENT ITEM NUMBER
- () = RECORD INFORMATION

LINE	BEARING	LENGTH
L1	S 80°58'22" W	70.66'
L2	N 59°58'49" W	44.96'
L3	S 60°12'03" E	33.41'
(L1)	(S 80°58'31" W)	(70.71')

LOT 4, BLOCK A
PLUM CREEK
PHASE 1, SECTION 7C
DOCUMENT NO. 20028511
P.R.H.C.T.

JESSE DAY
SURVEY
ABSTRACT
NO. 159

90' ELECTRIC TRANSMISSION LINE EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
VOL. 3425 PG. 801, O.P.R.H.C.T.
AMENDED BY
VOL. 18037653, O.P.R.H.C.T.

25' UNDERGROUND PUBLIC UTILITY EASEMENT
(0.7373 AC.)
VOL. 3439 PG. 233, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.0935 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.1034 AC.)
VOL. 3425 PG. 222, O.P.R.H.C.T.

25' UNDERGROUND PUBLIC UTILITY EASEMENT
(0.7373 AC.)
VOL. 3439 PG. 233, O.P.R.H.C.T.

25' UNDERGROUND PUBLIC UTILITY EASEMENT
(0.7373 AC.)
VOL. 3439 PG. 233, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.1034 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.0935 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.1034 AC.)
VOL. 3425 PG. 222, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.0935 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.1034 AC.)
VOL. 3425 PG. 222, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.0935 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.1034 AC.)
VOL. 3425 PG. 222, O.P.R.H.C.T.

25' ELECTRIC UTILITY EASEMENT
PATERNALES ELECTRIC COOPERATIVE INC.
(0.0935 AC.)
VOL. 3425 PG. 207, O.P.R.H.C.T.

2,222 ACRES

F. M. 1626
(R.O.W. WIDTH VARIES)

POINT OF BEGINNING
GRID N: 13,919,331.3
GRID E: 2,326,439.8

1" = 80'
SCALE

JOHN KING
SURVEY
ABSTRACT NO. 276

Date: Aug 24, 2023, at 10:01 AM. User: D. Merrill. File: C:\PROGRA~1\ESRI\ArcGIS\MapServer\Drawings\Boundary.dwg



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

Daniel M. Flaherty
DANIEL M. FLAHERTY, RPLS NO. 50074

SURVEYED: 07/26/2023 PAGE 4 OF 5

EXHIBIT "A"**TITLE COMMITMENT NOTE:**

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN FIRST AMERICAN TITLE GUARANTY COMPANY, TITLE COMMITMENT GF NO. Z060450-BUD, EFFECTIVE DATE AUGUST 10, 2023, ISSUED DATE AUGUST 17, 2023 AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY CP&Y, an STV COMPANY.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: VOLUME 2779 PAGE 688, DOCUMENT NO. 20027477, 200227478, O.P.R.H.C.T. (NOT ON SUBJECT TRACT)

Item 10

- a Recorded: Volume 261 Page 478, Deed Records, Hays County, Texas.
To: Southwestern Bell Telephone Company
Purpose: Underground telecommunication systems and lines (NOT ON SUBJECT TRACT)
- b This item has been intentionally deleted.
- c Terms, Conditions, and Stipulations in the Development Agreement:
Recorded: Volume 3197, Page 426, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- d Recorded: Volume 3425 Page 207, Official Public Records, Hays County, Texas.
To: Pedernales Electric Cooperative Inc.
Purpose: Electric Utility (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT).
- e Terms, Conditions, and Stipulations in the Electric Utility Easement Agreement:
Recorded: Volume 3425, Page 222, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- f Terms, Conditions, and Stipulations in the Declaration of Underground Public Utility Easement:
Recorded: Volume 3430, Page 233, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- g This item has been intentionally deleted.
- h Terms, Conditions, and Stipulations in the Easement Deed by Court Order in Settlement of Landowner Action RE: Civil Action No. 1;99-cv-415:
Recorded: Volume 5273, Page 815, Official Public Records, Hays County, Texas. (MAY AFFECT SUBJECT TRACT BUT UNABLE TO DETERMINE LOCATION WITHOUT KNOWING WHERE UTILITY WAS CONSTRUCTED)
- i Terms, Conditions, and Stipulations in the License Agreement:
Recorded: Document No. 20027606, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- j This item has been intentionally deleted.
- k All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (NOT SURVEY RELATED)
- l Inclusions within the Plum Creek Conservation District. (NOT SURVEY RELATED)
- m Inclusions within the Plum Creek Ground Water Conservation District. (NOT SURVEY RELATED)
- n Inclusions within the Hays County Special Road District. (NOT SURVEY RELATED)
- o Rights of Parties in Possession. (NOT SURVEY RELATED)
- p Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOT SURVEY RELATED)
- q This item has been intentionally deleted.
- r Easement set out in Donation Special Warranty Deed:
Recorded: Volume 3516 Page 509, Deed Records, Hays County, Texas.
Purpose: Landscape (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)

Date: Aug 24, 2023, 8:30am User: IG: Merinol
File: F:\Projects\22020981 --HDR -- FN 1926 Pump - Station\PARCELS, Shades and Station Baumberg.dwg



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0085
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

SURVEYED: 07/26/2023

PAGE 5 OF 5



Exhibit L-1

AGREEMENT FOR DONATION OF REAL PROPERTY

STATE OF TEXAS	§	Parcel #: 1
	§	Project: FM 1626 Pump Station Expansion
COUNTY OF HAYS	§	

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

I. Contracting Parties:

Donor: Sheldon-Tanglewood, Ltd., a Texas limited partnership ("Donor")
 City: City of Kyle, a Texas municipal corporation ("City")

II. Background:

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

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

III. Agreement:

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

The value of the Property as agreed by the Contracting Parties is \$2,226,177.36 (\$23.00 per gross square foot). Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. (_____) **Donor's Initial**

IV. Covenants, Representations and Warranties:

- A. Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- B. Donor acknowledges that there is no official relationship between Donor and the City.
- C. Donor acknowledges that it will receive no pecuniary benefit as a result of the donation of the Property.
- D. Donor is not the subject of City regulation or oversight or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the City, other than in Donor's capacity as an owner of real property within the City.
- E. The City determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the City in the performance of its duties.
- F. Donor acknowledges that, except to the extent permitted by law, the City's acceptance of the donation does not bind a future City Council to exercise its legislative discretion to approve a course of action that would require such approval. The City acknowledges and agrees that the Property will be used only as a site for water storage tanks.
- A. The City agrees that it will construct and maintain a 12' wall around the water storage tanks and

related above-ground improvements at the Property, at the City's sole cost and expense and such obligation of the City shall survive the Closing (defined below), such 12' wall to be built in accordance with the plans attached hereto as Exhibit "E". If the City does not complete construction of the wall before March 31, 2025, Donor shall have a license to enter upon the Property and construct the wall in accordance with the plans attached hereto as Exhibit "E". City acknowledges and agrees that the construction of the wall by Donor would constitute the provision of goods and services by Donor to City, and City shall reimburse Donor in the amount of Donor's actual costs of construction.

- B.
- C. The City shall maintain the existing water tank on the Property in good repair, with a clean finish, and painted white with the City's logo.
- D. The City agrees that any newly constructed water tanks built on the Property shall be in the general appearance as that shown on Exhibit "E" attached hereto.
- E. City and Donor shall comply with any additional obligations set forth in that Lake Park Development Agreement between Donor and City dated December ____, 2023, related to the Property, In the event of a conflict which renders a party unable to comply with both this Agreement and the Lake Park Development Agreement, the provisions of this Agreement shall control.
- F. The City neither approves nor is responsible for any representations made by Donor for tax purposes.
- G. Donor acknowledges that the City will act in reliance of and in consideration of the promises made by Donor in this Agreement. City acknowledges that Donor's donation of the Property will be made in reliance on and in consideration of the promises made by City in this Agreement.
- H. Donor acknowledges that this Agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.
- I. Donor acknowledges receipt of all information required by Texas Property Code Section 21.0111 and has received a Bona Fide Offer as described in Texas Property Code Section 21.0113.
- J. The covenants, representations and warranties of this Section IV shall survive Closing.
- V. **Hold Harmless:** Intentionally deleted.

VI. No Warranty of Use: Donor makes no representation or warranty, express or implied or arising by operation of law with respect to any matter concerning the Property, including, without limitation, the following: (i) title (other than the special warranty of title of the Donation Deed in the form attached hereto as Exhibit "B"), (ii) habitability, merchantability or suitability or fitness of the Property for a particular purpose or use, (iii) the nature and condition of the Property, including, without limitation, water, drainage and grading, soil and geology, zoning, annexation, extraterritorial jurisdiction and other zoning and jurisdictional issues, location of cemeteries, utility availability or hook-up, easement rights, flood plains (or portions of the Property in a flood plain) and the costs and requirements of same, access to streets, costs of utilities, location of curb cuts and median breaks in streets, sewage facilities (including, without limitation, availability or nonavailability of appropriate water and sewer capacity) or other governmental rights or obligations, (iv) completeness, accuracy or approval of permits, surveys, plats, preliminary plats, pollution abatement plans, subdivision plans or reports concerning the Property, (v) tax consequences, (vi) compliance of all or any part of the Property with applicable environmental laws, rules or regulations with respect to health, the environment, endangered species and wetlands (collectively, "Environmental Laws") including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Endangered Species Act (16 U.S.C. §1531, et seq.), as amended, the Texas Water Code, as amended, the Texas Natural Resource Code, as amended, and the Texas Solid Waste Disposal Act, as amended, (vii) the existence of asbestos, oil, arsenic, petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substances as those terms and similar terms are defined or used in applicable

Environmental Laws, (viii) nature and extent of access to rights-of-way or utilities, availability of permits to access rights-of-way or utilities on the Property, rights-of-way, or encumbrances (except liens), or (ix) compliance with any law, ordinance or regulation of any governmental entity or body. Sale of the Property is made on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis. The City acknowledges that the City has the full, complete and unfettered right to inspect the Property to the City's satisfaction and that the conveyance to be made by Donor shall be without warranty or representation (except the special warranty of title contained in the Donation Deed). The City hereby agrees to rely only upon the City's own inspections as to the condition of the Property, or its own decision not to inspect any matter. This provision shall be set forth in the Donation Deed.

VII. Relocation Assistance: (If applicable)

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

VIII. Costs:

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

IX. Termination/Withdrawal:

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

X. Closing:

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

XI. Conditions Precedent:

Closing shall not occur until the following Conditions Precedent are satisfied:

- A. Full execution and recordation of the First Amendment to Roadway Easement Agreement in the form attached hereto as Exhibit "C"; and
- B. Full execution and recordation of the Termination and Release of Landscape Easement in the form

attached hereto as Exhibit "D".

If the Conditions Precedent are not satisfied on or before January 19, 2024, this Agreement shall automatically terminate and be of no further force or effect.

XII. Sole Agreement:

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

XIII. Notices:

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

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

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

XIV. Exhibits:

- A. Property Location Map or Survey
- B. Donation Deed
- C. First Amendment to Roadway Easement Agreement
- D. Termination and Release of Landscape Easement
- E. 12' Wall Design and New Tank Design

[SIGNATURE PAGE FOLLOWS]

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

CITY

DONOR

The undersigned signatory warrants that he or she is an official representative of the City and is authorized to accept the donation and to enter into this Agreement on behalf of the City.

The undersigned signatory warrants that he is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

City of Kyle, Texas, a Texas municipal corporation

SHELDON-TANGLEWOOD, LTD., a Texas limited partnership

By: _____

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

Name: _____

BY: _____
Richard K. Sheldon, Member

Title: _____

Date: _____

Date: _____

Exhibit A
Property

Partners for a Better Quality of Life

Page 1 of 5

LEGAL DESCRIPTION

FOR A 2.222 ACRE TRACT OF LAND, LOCATED IN THE JOHN KING SURVEY, ABSTRACT NO. 276 AND THE JESSE DAY SURVEY, ABSTRACT NO. 159, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 70.657 ACRE TRACT OF LAND DESCRIBED TO SHELDON-TANGLEWOOD, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY CP&Y, INC. AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with green plastic cap stamped "BCG" found, having a Texas South Central State Plane NAD '83 (HARN '93) Grid Coordinate of: Northing = 13,919,331.3 feet and Easting = 2,326,439.8 feet, for the common southwest corner of said 70.657 acre tract and the southeast corner of Lot 4, Block A, Plum Creek Phase 1, Section 7C, a subdivision recorded in Document No. 20028511 of the Plat Records of said County, being on the north right-of-way line of F.M. 1626 (right-of-way width varies), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with red cap (illegible) found for the southwest corner of said Lot 4, being on the north right-of-way line of F.M. 1626 (right-of-way width varies) bears, (L2) North 59° 58' 49" West, a distance of 44.96 feet;

THENCE continuing with the common west line of said 70.657 acre tract and the east line of said Lot 4, North 46° 04' 39" East, a distance of 428.56 feet to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northwest corner hereof, from which a 1/2-inch iron rod stamped "LAI" found on the west line of a called remainder of a 126.130 acre tract of land described as "Tract 1" in a deed to Sheldon-Tanglewood, LTD, a Texas Limited Partnership, as recorded in Volume 2495, Page 677, Official Public Records of said County, Texas, being the northeast corner of said Lot 4 and the southwest corner of Market Place Avenue right-of-way (80' wide right-of-way) bears, North 46° 04' 39" East, a distance of 2,495.27 feet;

THENCE through the Interior of said 70.657 acre tract, the following two (2) courses and distances:

- 1) **South 53° 59' 15" East**, a distance of 269.27 feet to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northeast corner hereof;

- 2) **South 35° 57' 41" West**, a distance of **241.22 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the northeast corner of a called 0.6336 acre tract of land described to the City of Kyle, Texas and recorded in Volume 3516, Page 509 of the Official Public Records of said County, for the most easterly southeast corner hereof, from which a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southeast corner of said 0.6336 acre tract, and being on the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626 bears, South 35° 57' 41" West, a distance of 159.77 feet;

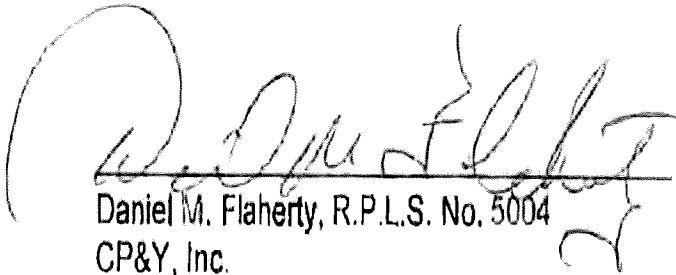
THENCE with the common lines of said 70.657 acre tract and said 0.6336 acre tract, the following three (3) courses and distances:

- 1) **North 54° 01' 38" West**, a distance of **129.90 feet** to a calculated point for an angle point hereof;
- 2) (L1) **South 80° 58' 22" West**, a distance of **70.66 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point hereof;
- 3) **South 36° 01' 16" West**, a distance of **113.28 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southwest corner of said 0.6336 acre tract, being on the common south line of said 70.657 acre tract and the north right-of-way line of said F. M. 1626, from which 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point on the common the south line of said 0.6336 acre tract and the north right-of-way line of said F.M. 1626 bears, (L3) South 60° 12' 03" East, a distance of 33.41 feet;

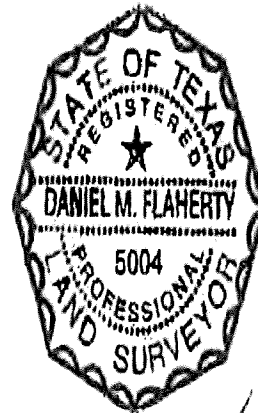
THENCE with the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626, **North 60° 01' 09" West**, a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing 2.222 acres of land.

Basis of Bearings: Bearings are based on the Texas South Central Zone State Plane Coordinate System NAD '83 (HARN '93), which is based on Trimble RTKNet AllTerra Network.

This metes and bounds description is accompanied by an exhibit drawing.

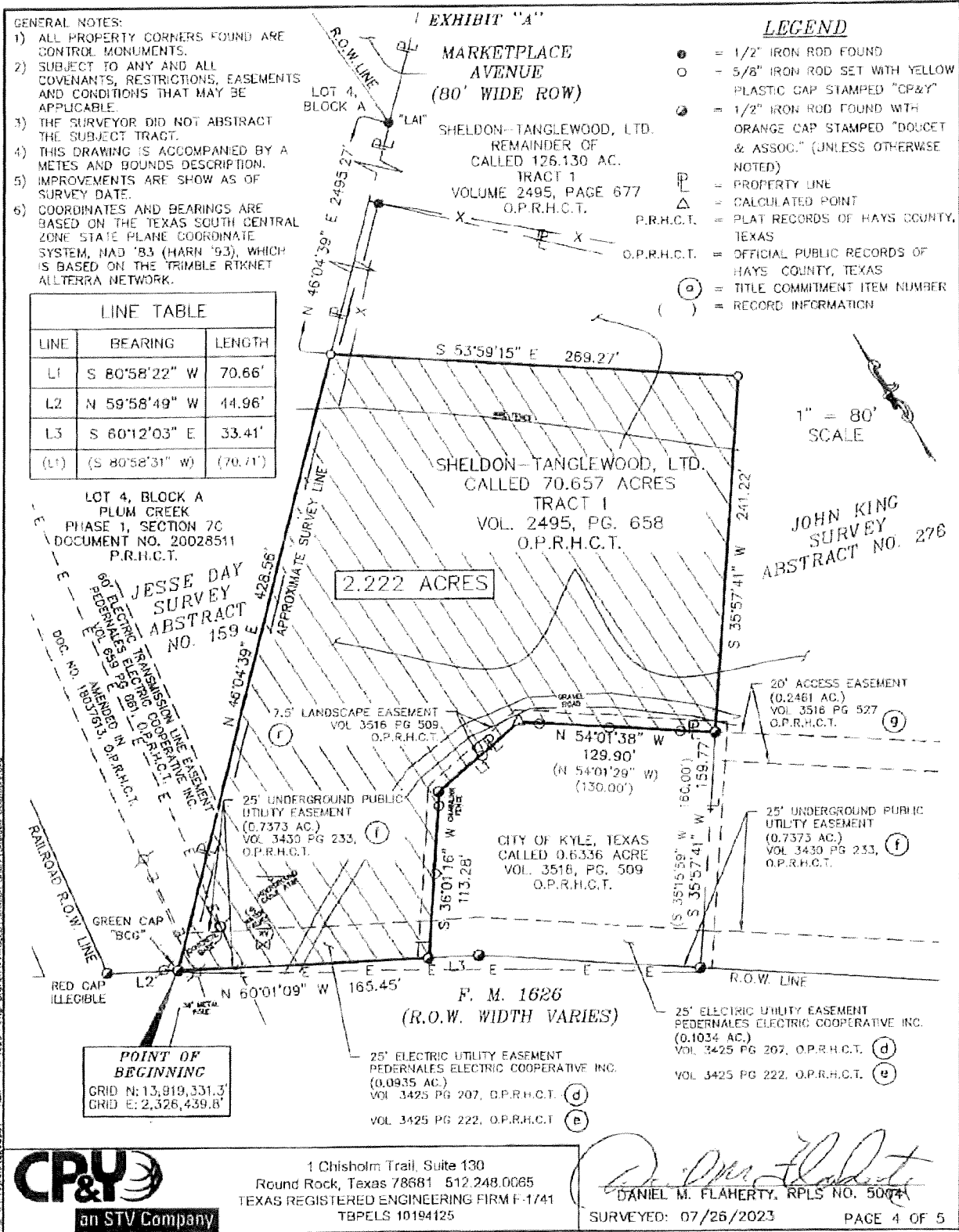


Daniel M. Flaherty, R.P.L.S. No. 5004
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 2200581



08/24/2023

Form ROW-N-143
(Rev. 06/15)
Page 9 of 13



AGREEMENT FOR DONATION OF REAL
PROPERTY (TANK)
Agreement to Accept Donation of Real Property Tank Final
14774.00003

EXHIBIT "A"**TITLE COMMITMENT NOTE:**

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN FIRST AMERICAN TITLE GUARANTY COMPANY, TITLE COMMITMENT GF NO. 2080450-BUD, EFFECTIVE DATE AUGUST 10, 2023, ISSUED DATE AUGUST 17, 2023 AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY CP&Y, an STV COMPANY.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: VOLUME 2779 PAGE 688, DOCUMENT NO. 20027477, 200227478, O.P.R.H.C.T. (NOT ON SUBJECT TRACT)

Item 10

- a Recorded: Volume 261 Page 478, Deed Records, Hays County, Texas.
To: Southwestern Bell Telephone Company
Purpose: Underground telecommunication systems and lines (NOT ON SUBJECT TRACT)
- b This item has been intentionally deleted.
- c Terms, Conditions, and Stipulations in the Development Agreement:
Recorded: Volume 3197, Page 426, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- d Recorded: Volume 3425 Page 207, Official Public Records, Hays County, Texas.
To: Pedernales Electric Cooperative Inc.
Purpose: Electric Utility (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT).
- e Terms, Conditions, and Stipulations in the Electric Utility Easement Agreement:
Recorded: Volume 3425, Page 222, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- f Terms, Conditions, and Stipulations in the Declaration of Underground Public Utility Easement:
Recorded: Volume 3430, Page 233, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- g This item has been intentionally deleted.
- h Terms, Conditions, and Stipulations in the Easement Deed by Court Order in Settlement of Landowner Action RE: Civil Action No. 1;99-cv-415:
Recorded: Volume 5273, Page 815, Official Public Records, Hays County, Texas. (MAY AFFECT SUBJECT TRACT BUT UNABLE TO DETERMINE LOCATION WITHOUT KNOWING WHERE UTILITY WAS CONSTRUCTED)
- i Terms, Conditions, and Stipulations in the License Agreement:
Recorded: Document No. 20027606, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- j This item has been intentionally deleted.
- k All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (NOT SURVEY RELATED)
- l Inclusions within the Plum Creek Conservation District. (NOT SURVEY RELATED)
- m Inclusions within the Plum Creek Ground Water Conservation District. (NOT SURVEY RELATED)
- n Inclusions within the Hays County Special Road District. (NOT SURVEY RELATED)
- o Rights of Parties in Possession. (NOT SURVEY RELATED)
- p Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOT SURVEY RELATED)
- q This item has been intentionally deleted.
- r Easement set out in Donation Special Warranty Deed:
Recorded: Volume 3516 Page 509, Deed Records, Hays County, Texas.
Purpose: Landscape (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0055
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

SURVEYED: 07/26/2023

PAGE 5 OF 5

Form ROW-N-143
(Rev. 06/15)
Page 10 of 13

Exhibit B

Donation Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

KNOW ALL BY THESE PRESENTS:

Know by all that, **Sheldon-Tanglewood, Ltd., a Texas limited partnership**, with an address of 601 Sonterra Blvd., San Antonio, Bexar County, TX 78258-4150 (“Donor”), as a donation and gift to the **City of Kyle, Texas**, a municipal corporation organized under the laws of the State of Texas (“Donee”), whose address is 100 W. Center Street, Kyle, Texas 78640, hereby GIVES, DONATES, CONVEYS ASSIGNS and DELIVERS to Donee the following described land:

Being 2.222 acres of land situated in the John King Survey, Abstract No. 276, and Jesse Day Survey, Abstract No. 159, Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the “Property”).

SAVE AND EXCEPT, and Donor does not convey, but hereby reserves unto Donor, any and all oil, gas, sulphur and other minerals of any and all kinds in and under the Property, but Donor waives all rights of ingress and egress over the surface of the Property for the purpose of exploring, developing, mining or drilling for same; provided, however, Donor may explore, develop, mine, or drill for same by directional drilling from lands other than the Property or by any other methods which do not include ingress and egress over the surface of the Property.

SUBJECT, HOWEVER, TO all restrictions, covenants, right-of-way, and easements, if any, apparent on the ground, and utility easements, if any, including, without limitation, those in use by Donee or any public utility, or now in force, together with any and all other liens, reservations, restrictions, conditions, covenants, declarations, prescriptive rights, easements, encumbrances and all other matters of record to the extent the same are validly existing and applicable to the Property, matters that a current survey would show, and taxes and assessments for the year 2024 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership;

FURTHER SUBJECT TO the provisions of **Exhibit B** attached hereto and incorporated herein as if fully transcribed herein;

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 Donee, The City of Kyle, Texas, its successors and assigns forever, and Donor does hereby bind its heirs, executors, successors, and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto The City of Kyle, Texas, the said Donee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Donor, but not otherwise.

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

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

[SIGNATURE PAGES FOLLOW]

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

DONOR:

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

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

By: _____
Richard K. Sheldon, Member

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

Notary Public-State of Texas

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

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF HAYS §

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

[SEAL]

Notary Public-State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**EXHIBIT A
PROPERTY DESCRIPTION**



Partners for a Better Quality of Life

Page 1 of 5

LEGAL DESCRIPTION

FOR A 2.222 ACRE TRACT OF LAND, LOCATED IN THE JOHN KING SURVEY, ABSTRACT NO. 276 AND THE JESSE DAY SURVEY, ABSTRACT NO. 159, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 70.657 ACRE TRACT OF LAND DESCRIBED TO SHELDON-TANGLEWOOD, LTD., A TEXAS LIMITED PARTNERSHIP AND RECORDED IN VOLUME 2495, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY CP&Y, INC. AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with green plastic cap stamped "BCG" found, having a Texas South Central State Plane NAD '83 (HARN '93) Grid Coordinate of: Northing = 13,919,331.3 feet and Easting = 2,326,439.8 feet, for the common southwest corner of said 70.657 acre tract and the southeast corner of Lot 4, Block A, Plum Creek Phase 1, Section 7C, a subdivision recorded in Document No. 20028511 of the Plat Records of said County, being on the north right-of-way line of F.M. 1626 (right-of-way width varies), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with red cap (illegible) found for the southwest corner of said Lot 4, being on the north right-of-way line of F.M. 1626 (right-of-way width varies) bears, (L2) North 58° 58' 49" West, a distance of 44.96 feet;

THENCE continuing with the common west line of said 70.657 acre tract and the east line of said Lot 4, **North 46° 04' 39" East**, a distance of **428.56 feet** to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northwest corner hereof, from which a 1/2-inch iron rod stamped "LAI" found on the west line of a called remainder of a 126.130 acre tract of land described as "Tract 1" in a deed to Sheldon-Tanglewood, LTD, a Texas Limited Partnership, as recorded in Volume 2495, Page 677, Official Public Records of said County, Texas, being the northeast corner of said Lot 4 and the southwest corner of Market Place Avenue right-of-way (80' wide right-of-way) bears, North 46° 04' 39" East, a distance of 2,495.27 feet;

THENCE through the interior of said 70.657 acre tract, the following two (2) courses and distances:

- 1) **South 53° 59' 15" East**, a distance of **269.27 feet** to a 5/8" iron rod with yellow plastic cap stamped "CP&Y" set for the northeast corner hereof;

- 2) **South 35° 57' 41" West**, a distance of **241.22 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the northeast corner of a called 0.6336 acre tract of land described to the City of Kyle, Texas and recorded in Volume 3516, Page 509 of the Official Public Records of said County, for the most easterly southeast corner hereof, from which a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southeast corner of said 0.6336 acre tract, and being on the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626 bears, South 35° 57' 41" West, a distance of 159.77 feet;

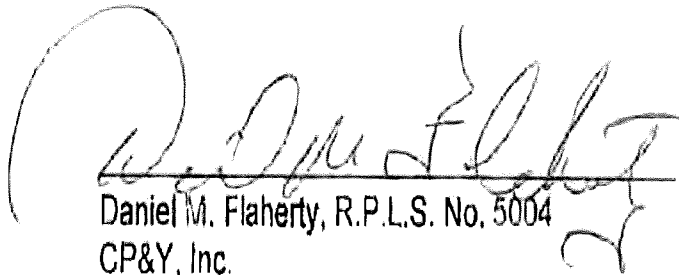
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- 1) **North 54° 01' 38" West**, a distance of **129.90 feet** to a calculated point for an angle point hereof;
- 2) (L1) **South 80° 58' 22" West**, a distance of **70.66 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point hereof;
- 3) **South 36° 01' 16" West**, a distance of **113.28 feet** to a 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for the southwest corner of said 0.6336 acre tract, being on the common south line of said 70.657 acre tract and the north right-of-way line of said F. M. 1626, from which 1/2-inch iron rod with orange plastic cap stamped "Doucet & Assoc." found for an angle point on the common the south line of said 0.6336 acre tract and the north right-of-way line of said F.M. 1626 bears, (L3) **South 60° 12' 03" East**, a distance of **33.41 feet**;

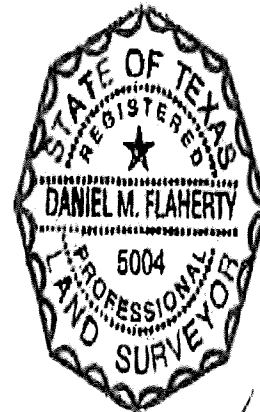
THENCE with the common south line of said 70.657 acre tract and the north right-of-way line of said F.M. 1626, **North 60° 01' 09" West**, a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing 2.222 acres of land.

Basis of Bearings: Bearings are based on the Texas South Central Zone State Plane Coordinate System NAD '83 (HARN '93), which is based on Trimble RTKNet AllTerra Network.

This metes and bounds description is accompanied by an exhibit drawing.



Daniel M. Flaherty, R.P.L.S. No. 5004
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 2200581



08/24/2023

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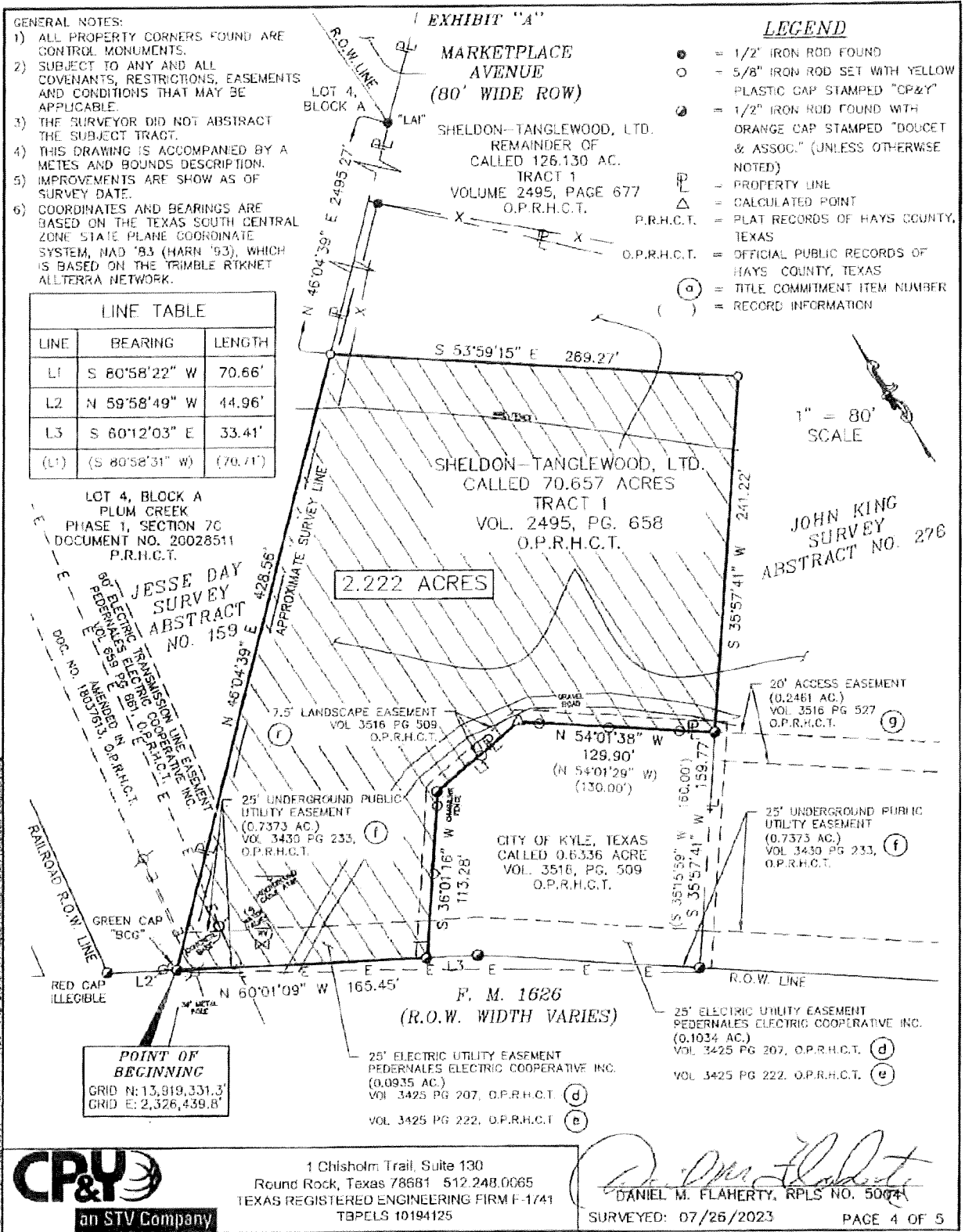


EXHIBIT "A"**TITLE COMMITMENT NOTE:**

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN FIRST AMERICAN TITLE GUARANTY COMPANY, TITLE COMMITMENT GF NO. 2080450-BUD, EFFECTIVE DATE AUGUST 10, 2023, ISSUED DATE AUGUST 17, 2023 AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY CP&Y, an STV COMPANY.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: VOLUME 2779 PAGE 688, DOCUMENT NO. 20027477, 200227478, O.P.R.H.C.T. (NOT ON SUBJECT TRACT)

Item 10

- a Recorded: Volume 261 Page 478, Deed Records, Hays County, Texas.
To: Southwestern Bell Telephone Company
Purpose: Underground telecommunication systems and lines (NOT ON SUBJECT TRACT)
- b This item has been intentionally deleted.
- c Terms, Conditions, and Stipulations in the Development Agreement:
Recorded: Volume 3197, Page 426, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- d Recorded: Volume 3425 Page 207, Official Public Records, Hays County, Texas.
To: Pedernales Electric Cooperative Inc.
Purpose: Electric Utility (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT).
- e Terms, Conditions, and Stipulations in the Electric Utility Easement Agreement:
Recorded: Volume 3425, Page 222, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- f Terms, Conditions, and Stipulations in the Declaration of Underground Public Utility Easement:
Recorded: Volume 3430, Page 233, Official Public Records, Hays County, Texas. (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)
- g This item has been intentionally deleted.
- h Terms, Conditions, and Stipulations in the Easement Deed by Court Order in Settlement of Landowner Action RE: Civil Action No. 1:99-cv-415:
Recorded: Volume 5273, Page 815, Official Public Records, Hays County, Texas. (MAY AFFECT SUBJECT TRACT BUT UNABLE TO DETERMINE LOCATION WITHOUT KNOWING WHERE UTILITY WAS CONSTRUCTED)
- i Terms, Conditions, and Stipulations in the License Agreement:
Recorded: Document No. 20027606, Official Public Records, Hays County, Texas. (DOES AFFECT SUBJECT TRACT BUT IS OF BLANKET NATURE AND THEREFORE NOT SHOWN ON PLAT)
- j This item has been intentionally deleted.
- k All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (NOT SURVEY RELATED)
- l Inclusions within the Plum Creek Conservation District. (NOT SURVEY RELATED)
- m Inclusions within the Plum Creek Ground Water Conservation District. (NOT SURVEY RELATED)
- n Inclusions within the Hays County Special Road District. (NOT SURVEY RELATED)
- o Rights of Parties in Possession. (NOT SURVEY RELATED)
- p Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOT SURVEY RELATED)
- q This item has been intentionally deleted.
- r Easement set out in Donation Special Warranty Deed:
Recorded: Volume 3516 Page 509, Deed Records, Hays County, Texas.
Purpose: Landscape (DOES AFFECT THE SUBJECT TRACT AND IS SHOWN ON THE PLAT)



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

SURVEYED: 07/26/2023

PAGE 5 OF 5

**EXHIBIT B
SITE RESTRICTIONS**

1. Water Tanks. The Property shall be used only for water storage tanks (the "Tanks") and related facilities. The finished surface of the Tanks shall be maintained in a good, aesthetic condition at all times and not allowed to peel, mold, mildew, or discolor. Donee shall not place or paint any signs or words or other designs or graphics on the Tanks without the prior written approval of Donor.

2. Other Improvements. Donee shall not construct any improvements on the Property, other than the Tanks and related facilities, without the prior written approval, in each instance, of Donor, with such approval not to be unreasonably withheld, conditioned, or delayed. If Donor approves such other improvements, the design and specifications therefor shall be submitted to Donor for Donor's approval prior to the construction thereof, with such approval not to be unreasonably withheld, conditioned, or delayed. Any such other improvements constructed shall also be painted a color approved specifically therefor by Donor. Electric service to any pumping station constructed on the Property shall be underground.

Exhibit C

First Amendment to Roadway Easement Agreement

FIRST AMENDMENT TO ROADWAY EASEMENT AGREEMENT

This First Amendment to Roadway Easement Agreement (this “**First Amendment**”) is entered into by and between Sheldon-Tanglewood, Ltd., a Texas limited partnership (“**Grantor**”), and The City of Kyle, Texas, a Texas municipal corporation (“**Grantee**”).

RECITALS:

A. Grantor and Grantee entered into a certain Roadway Easement Agreement, dated effective October 14, 2008, and recorded on November 5, 2008, in Volume 3516, Page 527 of the Official Public Records of Hays County, Texas (the “**Easement Agreement**”), granting Grantee a non-exclusive access easement on approximately 0.2461 acres of real property located in the City of Kyle, Hays County, Texas, as more particularly described in the Easement Agreement (the “**Easement**”).

B. Grantor and Grantee mutually desire to amend the Easement Agreement as herein set forth and are executing and delivering this First Amendment for such purpose.

NOW, THEREFORE, the parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment for all purposes. Any capitalized term used in this First Amendment and not defined herein shall have the meaning assigned to such term in the Easement Agreement.

2. Relocated Easement Area. Grantee has obtained alternate access under separate written agreement such that a Relocated Easement Area is no longer required. The Easement is hereby converted to a temporary access easement. The Easement Agreement shall automatically terminate effective December 31, 2025, at which time the Easement will be terminated as to the original Easement Area and the Easement Agreement shall be null and void and of no further force or effect.

3. Effect of First Amendment. The Easement Agreement, as hereby amended, shall remain and continue in full force and effect. All terms, covenants and conditions of the Easement Agreement not herein expressly modified are hereby confirmed and ratified and remain in full force and effect and are incorporated herein for all purposes. Any terms herein that conflict with the terms of the Easement Agreement shall be controlled by the terms of this First Amendment.

4. Miscellaneous.

a. Headings. The descriptive headings contained in this First Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Authority. Each party hereto has the full legal authority to execute and deliver this First Amendment. In addition, the individual who executes this First Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

c. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

d. Multiple Counterparts. Multiple copies of this First Amendment may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this First Amendment is executed to be effective as of _____, 2024.

GRANTOR:

SHELDON-TANGLEWOOD, LTD.,
a Texas limited partnership

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

By: _____
Richard K. Sheldon, Member

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

Notary Public-State of Texas

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Exhibit D

Termination and Release of Landscape Easement

GRANTEE:

THE CITY OF KYLE, TEXAS,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

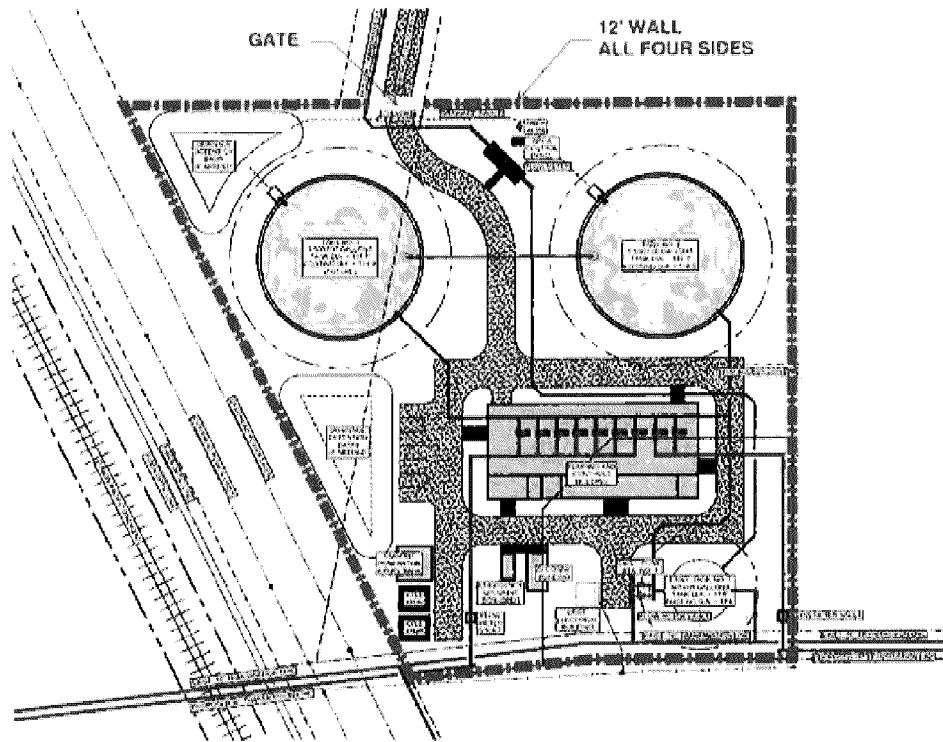
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

(SEAL)

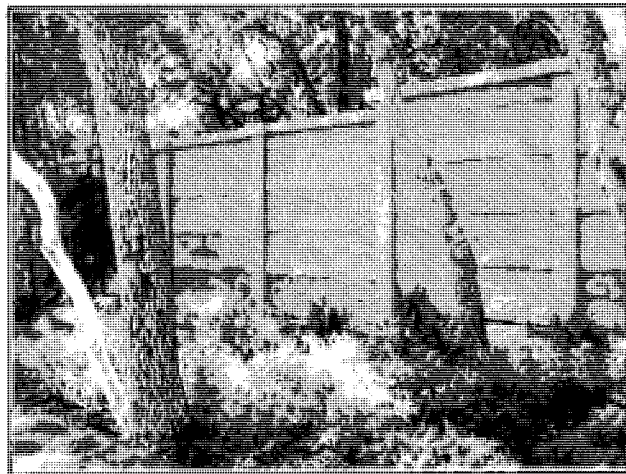
Notary Public-State of Texas

Exhibit E



A. Fence: 12-foot Stone Screening Wall

- Fencetece split face CMU style concrete fence substantially in the design shown below.



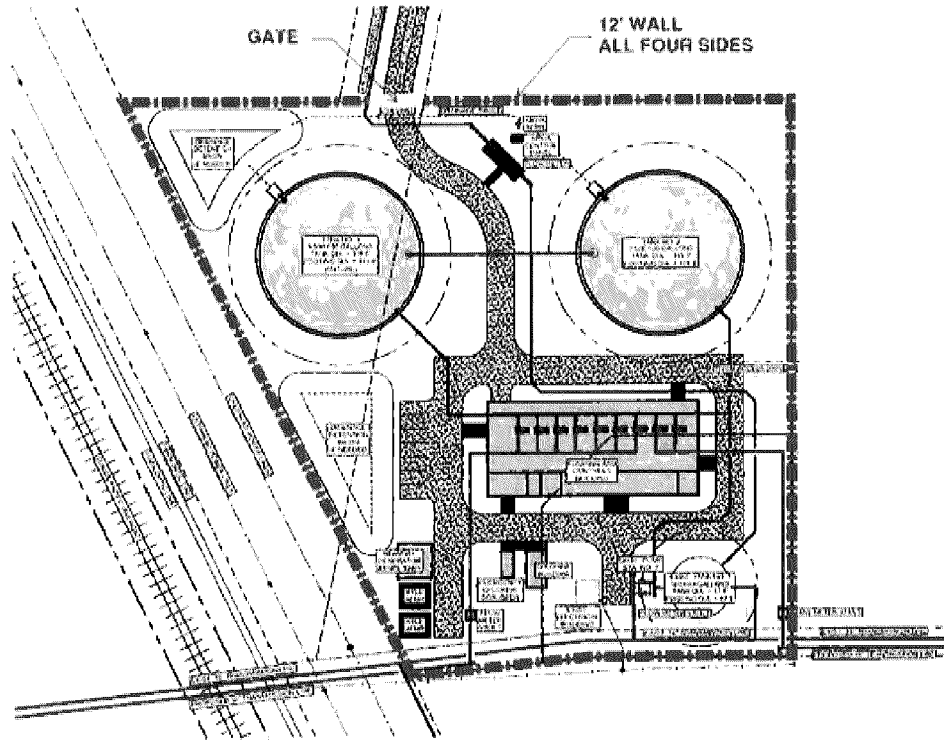
Split-Face CMU Style Concrete Fence

B. Color of Water Tank and Related Appurtenances

- Any new tanks or structures constructed on the Water Tank Property shall generally be white in color to match any existing tanks or structures at this location.

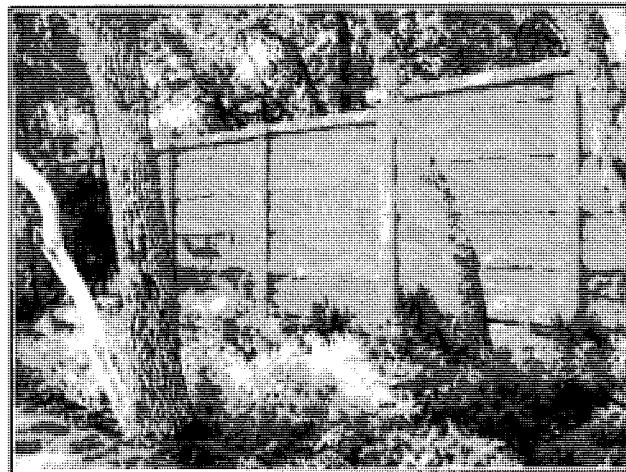
Exhibit M
Water Tank Fencing

**Exhibit M
Water Tank Fencing**



A. Fence: 12-foot Stone Screening Wall

- Fencetece split face CMU style concrete fence substantially in the design shown below.



Split-Face CMU Style Concrete Fence

B. Color of Water Tank and Related Appurtenances

- Any new tanks or structures constructed on the Water Tank Property shall generally be white in color to match any existing tanks or structures at this location.

Exhibit N
First Amendment to Roadway Easement Agreement

FIRST AMENDMENT TO ROADWAY EASEMENT AGREEMENT

This First Amendment to Roadway Easement Agreement (this “**First Amendment**”) is entered into by and between Sheldon-Tanglewood, Ltd., a Texas limited partnership (“**Grantor**”), and The City of Kyle, Texas, a Texas municipal corporation (“**Grantee**”).

RECITALS:

A. Grantor and Grantee entered into a certain Roadway Easement Agreement, dated effective October 14, 2008, and recorded on November 5, 2008, in Volume 3516, Page 527 of the Official Public Records of Hays County, Texas (the “**Easement Agreement**”), granting Grantee a non-exclusive access easement on approximately 0.2461 acres of real property located in the City of Kyle, Hays County, Texas, as more particularly described in the Easement Agreement (the “**Easement**”).

B. Grantor and Grantee mutually desire to amend the Easement Agreement as herein set forth and are executing and delivering this First Amendment for such purpose.

NOW, THEREFORE, the parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment for all purposes. Any capitalized term used in this First Amendment and not defined herein shall have the meaning assigned to such term in the Easement Agreement.

2. Relocated Easement Area. Grantee has obtained alternate access under separate written agreement such that a Relocated Easement Area is no longer required. The Easement is hereby converted to a temporary access easement. The Easement Agreement shall automatically terminate effective December 31, 2025, at which time the Easement will be terminated as to the original Easement Area and the Easement Agreement shall be null and void and of no further force or effect.

3. Effect of First Amendment. The Easement Agreement, as hereby amended, shall remain and continue in full force and effect. All terms, covenants and conditions of the Easement Agreement not herein expressly modified are hereby confirmed and ratified and remain in full force and effect and are incorporated herein for all purposes. Any terms herein that conflict with the terms of the Easement Agreement shall be controlled by the terms of this First Amendment.

4. Miscellaneous.

a. Headings. The descriptive headings contained in this First Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Authority. Each party hereto has the full legal authority to execute and deliver this First Amendment. In addition, the individual who executes this First Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

c. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

d. Multiple Counterparts. Multiple copies of this First Amendment may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this First Amendment is executed to be effective as of _____, 2024.

GRANTOR:

SHELDON-TANGLEWOOD, LTD.,
a Texas limited partnership

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

By: _____
Richard K. Sheldon, Member

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

Notary Public-State of Texas

GRANTEE:

THE CITY OF KYLE, TEXAS,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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

(SEAL)

Notary Public-State of Texas

Exhibit O
Public Water and Wastewater Lines

Exhibit O Public Water and Wastewater Lines

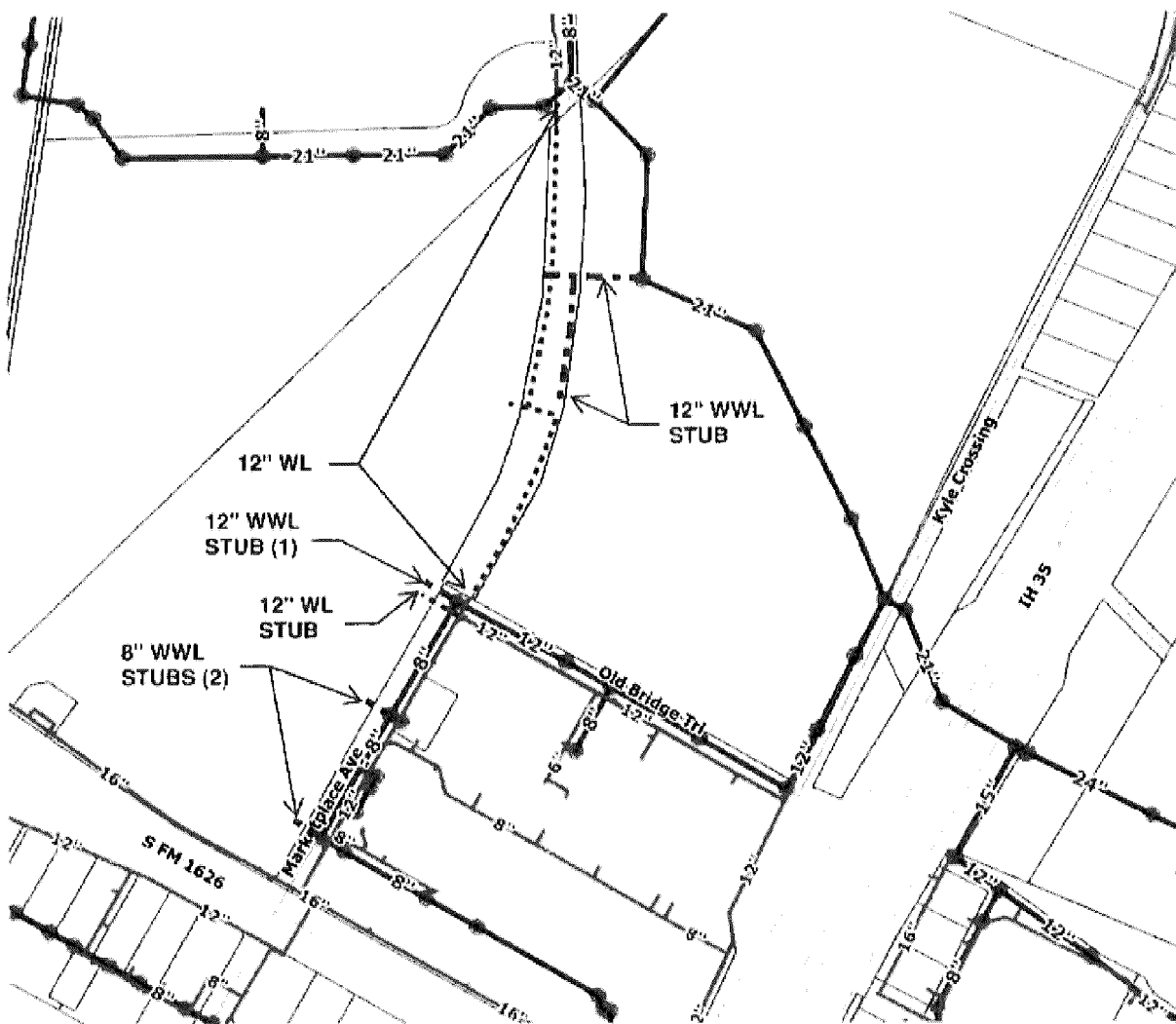


Exhibit P

General Location of Parkland Facilities to Be Conveyed

Exhibit P

General Location of Parkland Facilities to Be Conveyed



**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.

24002266 RESOLUTION
01/23/2024 02:25:28 PM Total Fees: \$1,289.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

