

RESOLUTION NO. 1465

A RESOLUTION OF THE CITY OF KYLE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT FOR THE ST. DAVID'S HOSPITAL 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 St. David's Hospital 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 St. David's Hospital 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:


Jennifer Kirkland, City Secretary



CITY OF KYLE, TEXAS:


Travis Mitchell, Mayor

Exhibit A

**DEVELOPMENT AGREEMENT
FOR THE ST. DAVID'S HOSPITAL DISTRICT**

This Development Agreement for the St. David's Hospital 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 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, restaurant, office, 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", "B-1", "B-2", and "B-3"** ("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 dedication of trails, the provision of utilities, and the provision of other 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 hospital, medical clinic, medical office, medical supply, pharmacy and health care related principal and accessory uses (“Hospital Campus”) and, in the event the Property is not developed with a Hospital Campus, the Project will consist of a mixed use development with multifamily residential, condominium residential, senior living, assisted living, hotel, hotel/conference center, retail, restaurant, office and other uses permitted by the PUD Ordinance (“Mixed Use Development”), as further described in Section 2.02 herein. 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 Plans further described in Section 2.08 below, as such Land Plans may be amended from time to time pursuant to Section 2.09, 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 will be granted Planned Unit Development District (“PUD”) zoning in substantial conformity with Exhibit “C”. The PUD zoning will be for a mixed use development with the following base zoning districts: (a) HS, Hospital Services District for the Hospital Campus, as modified by the 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 the PUD Ordinance and the Mixed Use Development Code Modifications included as Exhibit “D-2”. Except as modified by the Prohibited Uses, attached hereto as Exhibit “G” and the Code Modifications attached as Exhibit “D-1” and Exhibit “D-2”, all uses permitted within the base zoning districts, including all additional uses specified in the Code Modifications attached as Exhibit “D-1” and Exhibit “D-2”, shall be permitted uses within the PUD. Nothing in this Agreement shall be construed to require the City Council to exercise its legislative function to adopt particular zoning for the Property; however, if the City Council does not approve PUD zoning in substantial conformity with Exhibit “C” on or before December 31, 2023, then this Agreement will be void and of no effect, and 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 the proposed Hospital structure located on the Property shall be constructed in accordance with Exhibit “B” and all applicable Code Modifications in “Exhibit “D-1”, attached hereto. 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. 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.

2.05 Phasing of Hospital Campus. Development of the Hospital Campus is proposed to be phased per the phasing sequence detailed in the Phasing Plan attached hereto as Exhibit “E”. The Phasing Plan is conceptual in nature and Owner reserves the right to deviate from the Phasing Plan to meet market requirements.

2.06 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 54-11(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.

2.07 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.

2.08 Land Plans. The Parties approve: (1) the Hospital Campus Land Plan attached hereto as **Exhibit "F-1"** and the Hospital Campus Project Density shown on **Exhibit "F-2"**; and (2) the Mixed Use Development Land Plan attached hereto as **Exhibit "F-3"** and the Mixed Use Development Project Density attached hereto as **Exhibit "F-4"**. Development of the Project or any portion thereof, including any subsequent subdivision plats and site plans, shall be approved if it complies with the applicable Land Plan, the Code in effect on the Effective Date, and the PUD Ordinance. The City confirms that the Hospital Campus Land Plan and the Mixed Use Development Land Plan comply 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.

2.09 Amendments. 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 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.

2.10 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 applicable Land Plan and the allowable uses set forth therein. Any preliminary plans, final plats, subdivision construction plans and site development permits for the Property not consistent with the applicable Land Plan, as amended by Owner in accordance with Section 2.09, will require City approval.

2.11 Vertical Mixed Use. The Mixed Use Development shall include the development of Vertical Mixed Use Buildings within Vertical Mixed Use Building Corridors as shown in **Exhibit "F-5"**, 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". Notwithstanding anything herein to the contrary, this Section shall not apply to development of the Hospital Campus.

2.12 Prohibited Uses. The uses specified in the Prohibited Uses attached hereto as **Exhibit "G"** shall be prohibited on the Property. Uses allowed on a conditional basis in the list of Prohibited Uses shall be Permitted Uses (including Gas Station and Convenience Store, Liquor Stores, Veterinary Hospital), subject to compliance with applicable conditions.

ARTICLE 3 VYBE TRAIL

3.01 Dedication of Easement for Vybe Trail. Within twelve (12) months after Effective Date of this Agreement, Owner will dedicate and convey to the City an easement for the extension of the City's Vybe Trail in the general form of the Vybe Trail Easement for the Hospital Campus, attached hereto as **Exhibit "I"**, as shown on the Hospital Campus Land Plan attached as **Exhibit "F-1"** or, if the Hospital Campus is not developed, as shown on the Mixed Use Development Land Plan attached as **Exhibit "F-3"**; provided, however, the final location and alignment of the Vybe Trail shall require the mutual agreement of the City and Owner. The easement shall not exceed a width of 45 ft., and the 45 ft. easement shall be fully within the 50 ft. setback from the property

line; moreover, the impervious portion of the trail shall not exceed twenty (20) ft. With the exception of bicycles and golf carts, motorized vehicle access to the Vybe Trail Easement for the Hospital Campus shall be prohibited, except for the purpose of emergency ingress, emergency egress and emergency access to the City's water supply facility located at the westerly end of the Hospital Campus. The City Manager is authorized to negotiate and execute all documents related to the dedication and conveyance of the Vybe Trail Easement. Owner's dedication of an easement for the Vybe Trail shall be subject to any required utility and drainage easements and utility and drainage construction, maintenance, or access easements necessary to serve the Project which shall be identified by Owner requiring mutual agreement of the City and Owner prior to dedication. City agrees to waive the parkland dedication fees in consideration of the dedication of an easement for the Vybe Trail. If applicable, Owner shall pay the City's parkland improvement fees, unless the City agrees to Owner's development of the parkland.

3.02 City Responsible for Construction and Maintenance of Vybe Trail. The City shall be responsible for all construction and maintenance of the Vybe Trail and all accessory components. The City agrees to diligently pursue completion of construction of the Vybe Trail once construction begins. The City agrees that Owner, or its successors and assigns, may, but is not required to, construct the Vybe Trail at its own cost and expense if the City has not begun construction prior to completion of the first phase of the Project.

3.03 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. Notwithstanding the foregoing, this Section 3.03 ("Additional Private Amenities") shall not be applicable to development of the Hospital Campus and any private amenities that the Hospital Campus builds and provides, whether indoor or outdoor, will remain private, unless the Owner, in its discretion, decides to provide public access to such amenities.

3.04 Rollback Taxes. The Parties agree to scheduling and meeting with the appraisal district to determine the amount of rollback taxes that maybe assessed for the change of use of the land dedicated for the extension of the City's Vybe Trail through the Property, including 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.

ARTICLE 4 VESTED RIGHTS

4.01 Vested Rights. The (1) Hospital Campus Land Plan and the Hospital Campus Project Density attached hereto as Exhibit "F-1" and Exhibit "F-2" and (2) the Mixed Use Development Land Plan and the Mixed Use Development Project Density attached hereto as Exhibit "F-3" and

“F-4” constitutes 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) if this Agreement is terminated by reason of Owner’s default beyond all 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 in (1) above, Owner may apply to the City for an extension of the 5 year period and such extension may be approved by the City Council upon a finding of good cause for such extension. 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 2.09, 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”**) will be constructed to meet Code standards and will be dedicated and conveyed to the City at no cost to the City.

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

5.03 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 be responsible for paying any fees or costs associated with the application(s) filed by Owner.

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-1”, 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 the Development Agreement for the Kyle Lake Park District between the Owner and the City (the “Lake Park Development Agreement”) for a total of 2250 LUEs) and (ii) 867 LUE’s of water and wastewater service (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 500 LUEs (Hospital 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 500 LUEs (Hospital 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 Impact Fees. [Intentionally Deleted]

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, or to St. David's HealthCare Partnership, L.P., LLP ("St. David's") or any St. David's affiliated or related entity. 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; and

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:

Attn: Pam Madere
Jackson Walker, LLP
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Email: pmadere@jw.com; and

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 Lake Park Tract
- Exhibit “B”** – Hospital Development Standards
- Exhibits “B-1”, “B-2”, and “B-3”** – Mixed Use Development Development Standards
- Exhibit “C”** – PUD Ordinance
- 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

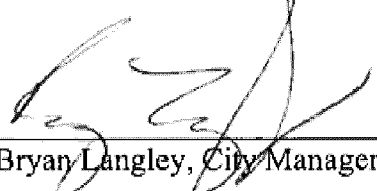
- Exhibit “F-2”** – Hospital Campus Project Density
- Exhibit “F-3”** – Mixed Use Development Land Plan
- Exhibit “F-4”** – Mixed Use Development Project Density
- Exhibit “F-5”** – Vertical Mixed Use Building Corridors
- Exhibit “G”** – Prohibited Uses
- Exhibit “H”** – Utility Demand Calculations for Mixed Use Development of Hospital Tract
- Exhibit “H-1”**- Utility Demand Calculations for Hospital Tract-Hospital Campus
- Exhibit “I”**-Form of Vybe Trail Easement for Hospital Campus

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

[SIGNATURE PAGES FOLLOW]

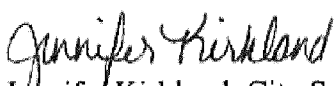
CITY OF KYLE,
a Texas home rule municipality

By:



Bryan Langley, City Manager

ATTEST:

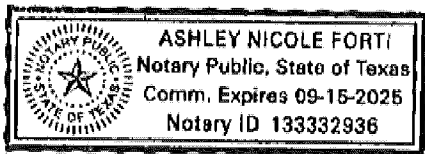

Jennifer Kirkland, City Secretary

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 home rule municipality, on behalf of said municipality.



Notary Public, State of Texas



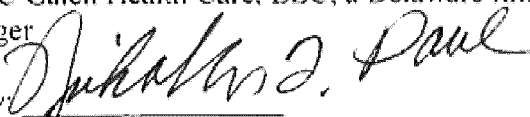
ACKNOWLEDGEMENT OF AGREEMENT BY HOSPITAL

ACKNOWLEDGED:

ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP,
a Texas limited liability partnership

By: GHC Galen Health Care, LLC, a Delaware limited liability company

Its: Manager

By: 

Name: Nicholas L. Paul

Its: Authorized Signatory

Date: 12-14-23

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 Appliance
Title: 1st VP

STATE OF TEXAS

§
§
§

COUNTY OF Brewer

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

[Signature]
Notary Public * State of Texas

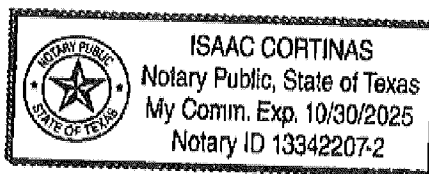


Exhibit "A"
Property Description

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. 28, 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
Aurora, TX 78709
512.537.2184
www.4wardla.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 942.36 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. S19°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 "A-1"
Description of Lake Park Tract

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.

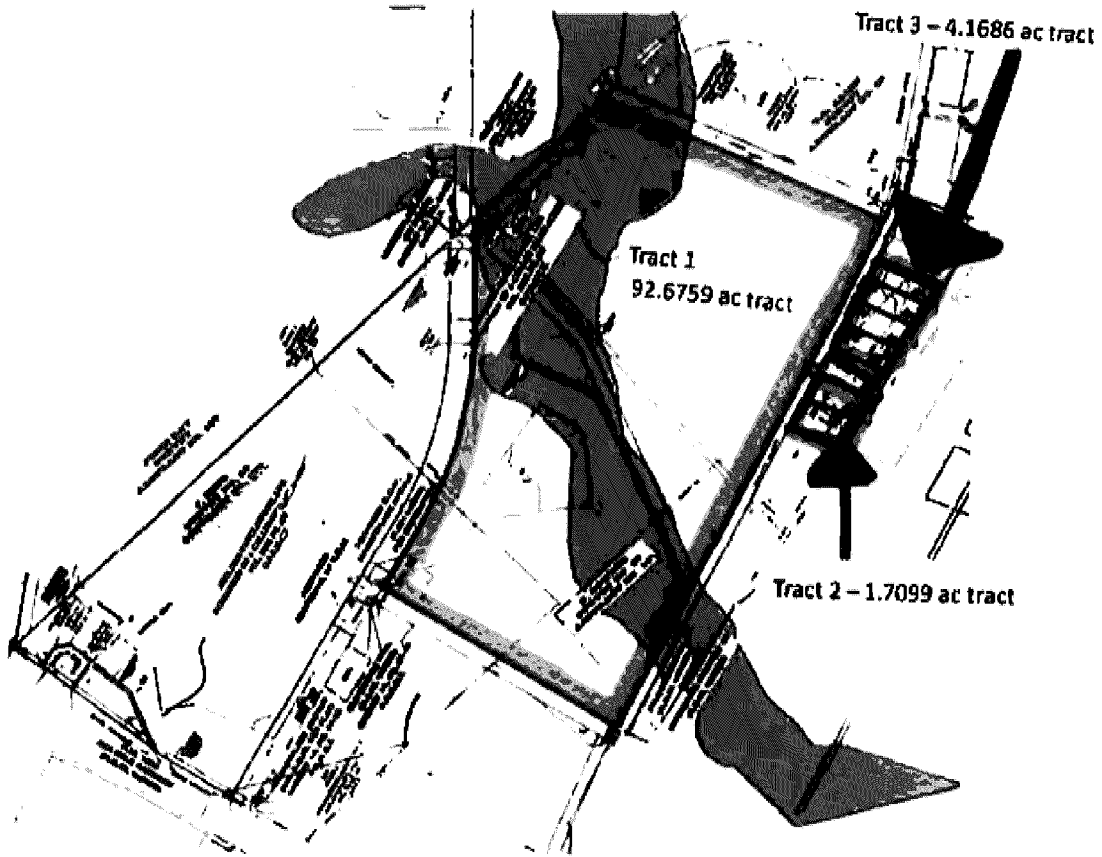


EXHIBIT "A-1"

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 90876
 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 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) 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°05'59"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

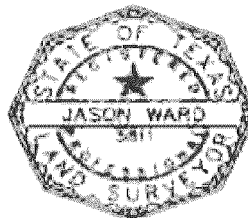


EXHIBIT "A-2"

EXHIBIT "A-2"

Dan Downer Survey, Abstract, No. 151

Legal Description

BEING A TRACT OF LAND CONTAINING 1.7099 ACRES (74,482 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
512.557.2384
www.4wardla.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 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, 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 246.03 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 Firm #10174300

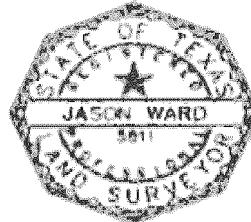


EXHIBIT "A-3"**EXHIBIT "A-3"**John King Survey, Abstract No. 276
Dan Downer Survey, Abstract, No. 151Legal Description

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 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 90876
Austin, TX 78709
512-337-2384
www.awardls.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, 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 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:

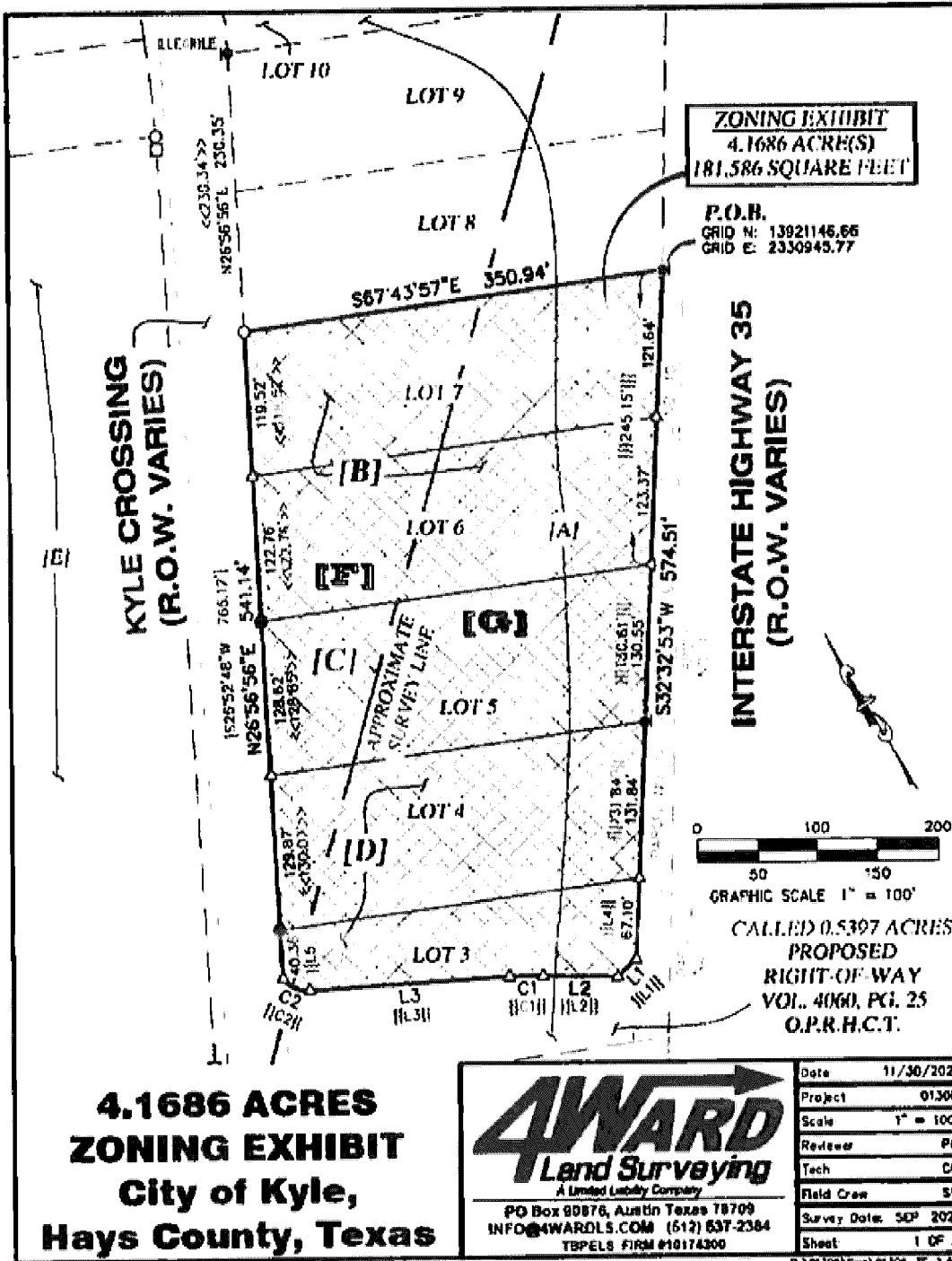
- 1) S76°52'54"W, a distance of 21.63 feet to a calculated point, for an angle point hereof;
- 2) N58°42'47"W, a distance of 62.37 feet to a calculated point for a point of curvature hereof;
- 3) Along the arc of a curve to the left, whose radius is 340.00 feet, whose arc length is 27.98 feet and whose 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	N56°42'47"W	62.37'
L3	N63°25'39"W	164.99'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[[L1]]	S76°56'40"W	21.43'
[[L2]]	N56°39'01"W	62.37'
[[L3]]	N63°21'53"W	164.99'
[[L4]]	N32°32'20"E	67.15'
[[L5]]	N26°34'31"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**


4WARD
Land Surveying
 A Limited Liability Company
 PO Box 90876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 517-2384
 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

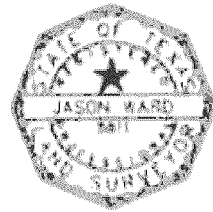
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LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	IRON ROD WITH "TODOT" CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
■	TODOT TYPE I CONCRETE MONUMENT FOUND
□	TODOT TYPE II 5/8" IRON ROD ALUMINUM CAPPED FOUND
P.O.B	POINT OF BEGINNING
VOL /PG	VOLUME, PAGE
CAB./SLD.	CABINET, SLICE
DOC NO	DOCUMENT NUMBER
R.O.W	RIGHT-OF-WAY
P.R.T.C.T	PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
	RECORD INFORMATION PER DEED VOL. 2941 PG. 666
	RECORD INFORMATION PER DEED VOL. 4080 PG. 25
< >	RECORD INFORMATION PER DEED DOC NO. 20027820
...	RECORD INFORMATION PER DEED VOL. 3623 PG. 867
<< >>	RECORD INFORMATION PER PLAT VOL. 3, PG. 364



12/01/2021

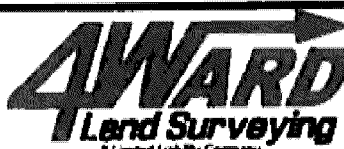


NOTES:

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



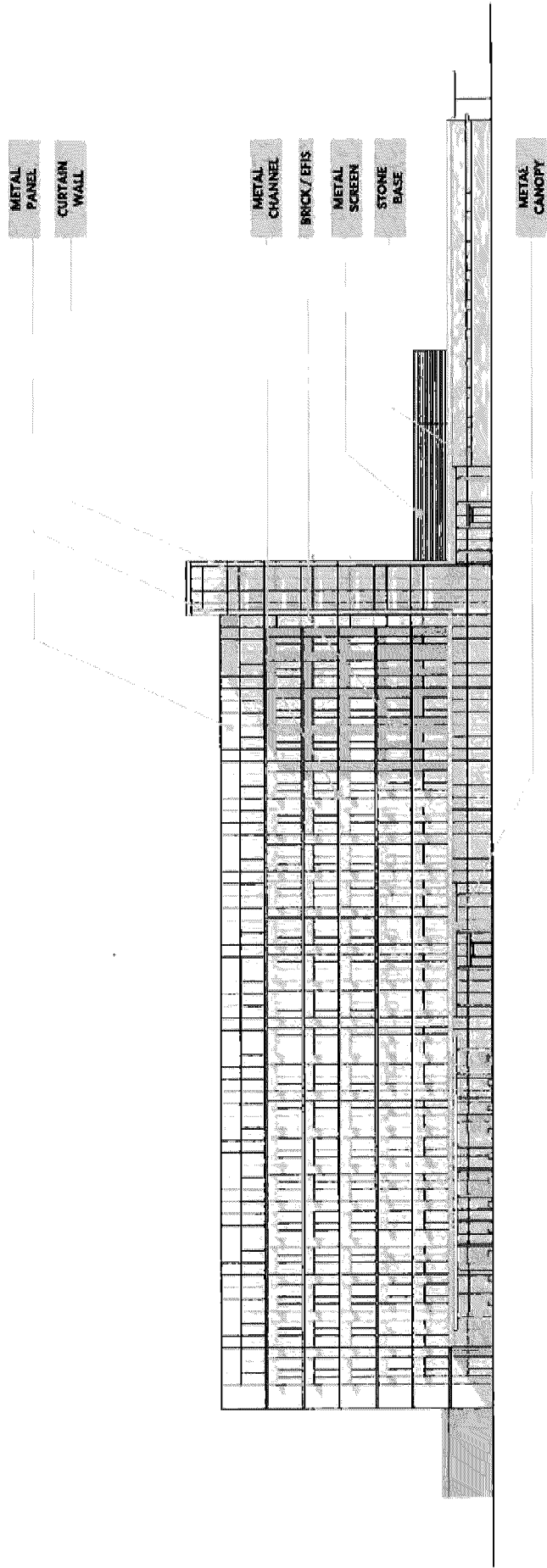
4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 837-2384
 TSPELS 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 "B"
Hospital Development Standards

SOUTH ELEVATION
Materiality



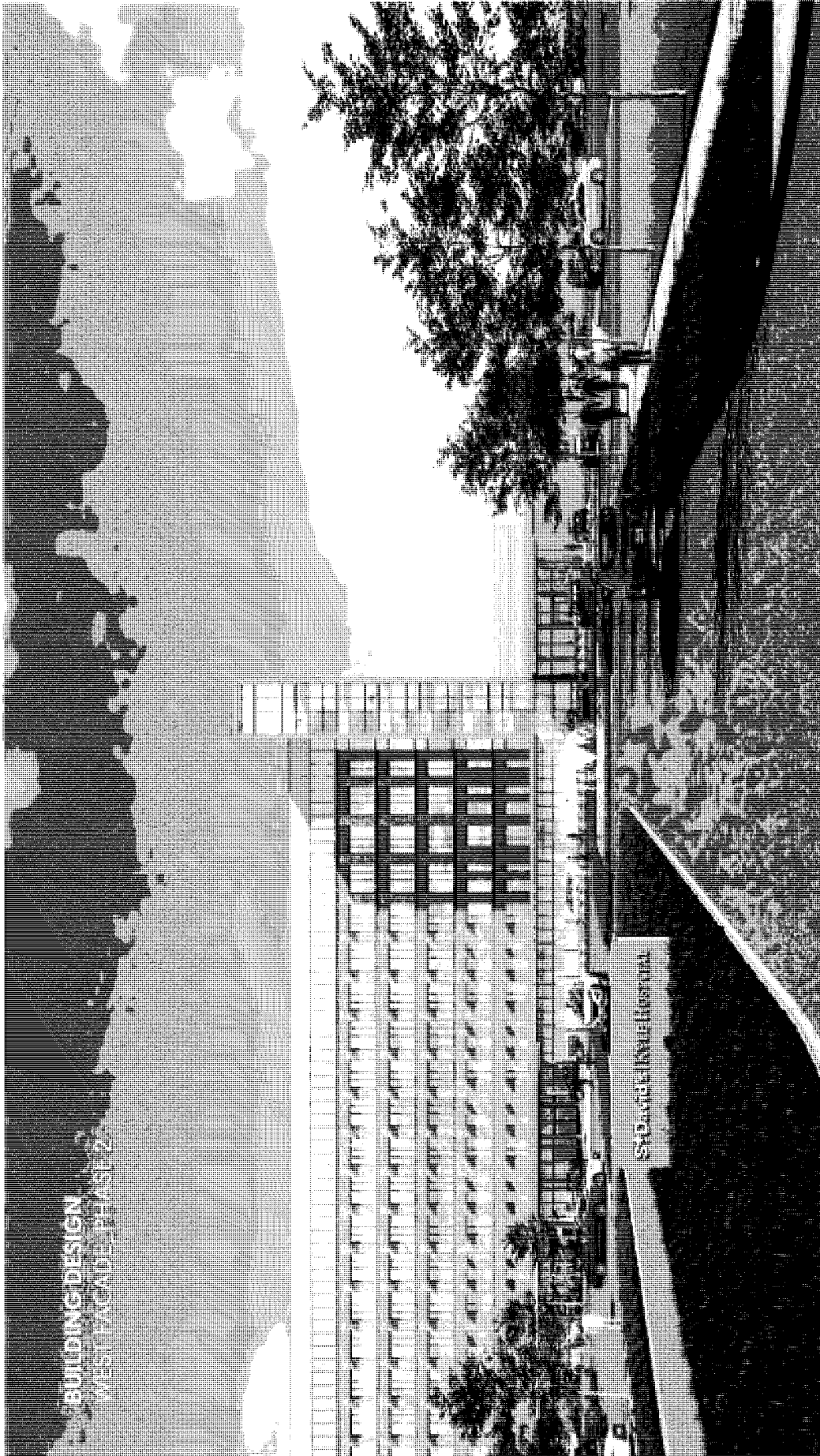






BUILDING DESIGN
WEST FACADE (PHASE 1)

St. David's Kville Hospital



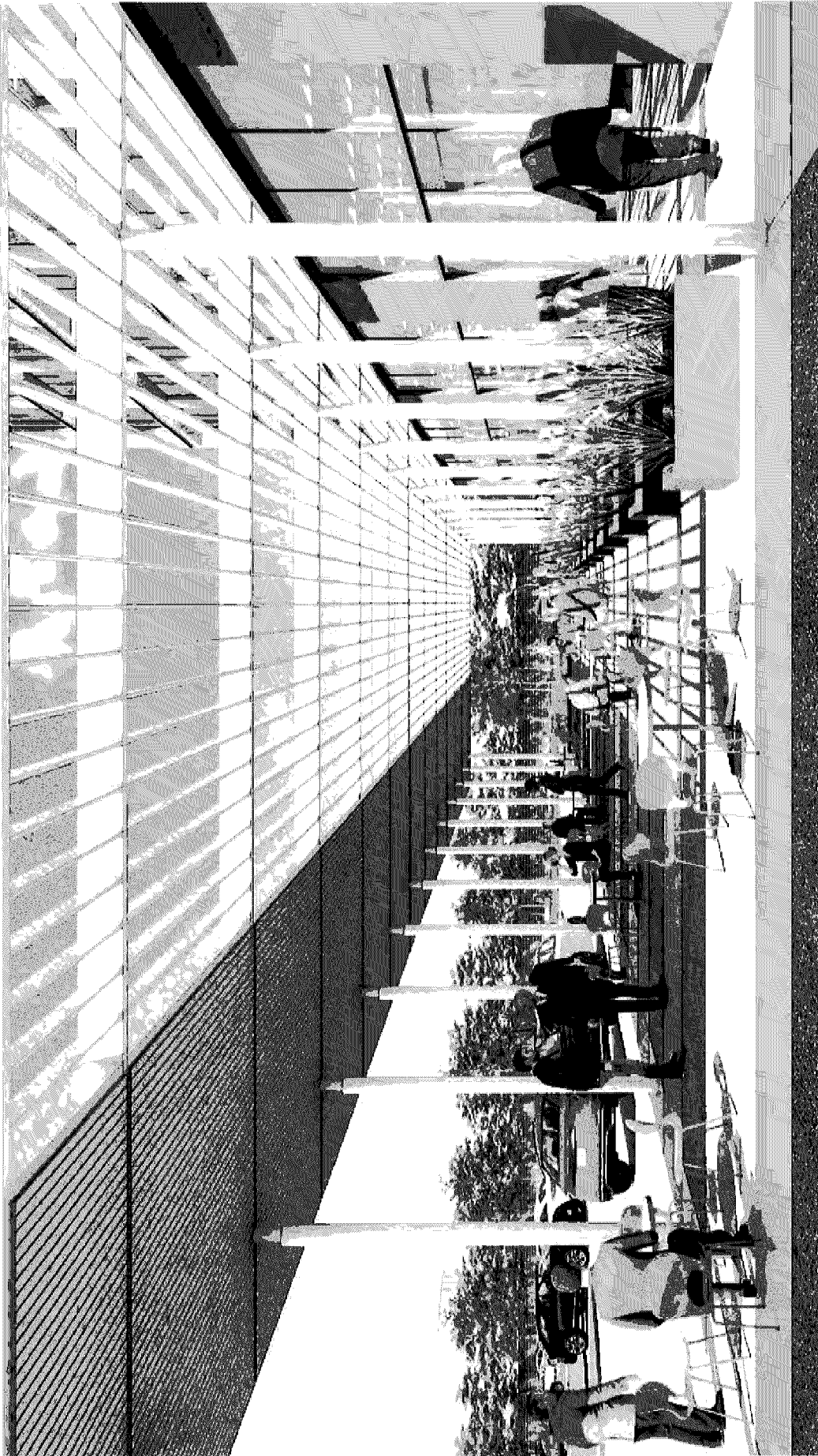
BUILDING DESIGN
WEST FACADE PHASE 2

St. David's Knott Hospital



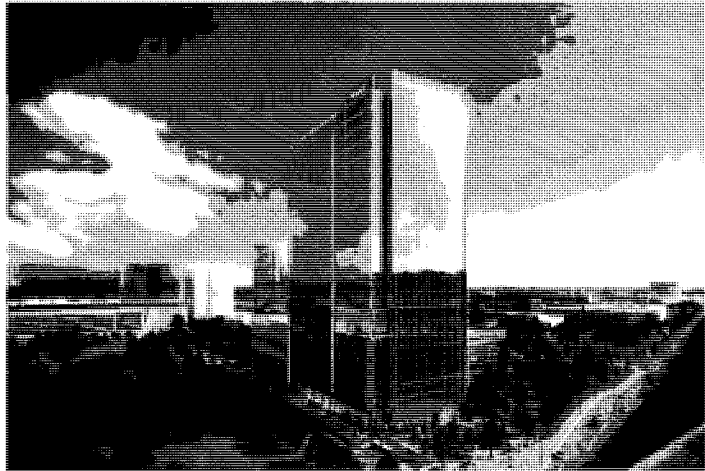






Exhibits “B-1”, “B-2”, and “B-3”
Mixed Use Development Development Standards

**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)**



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.

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.

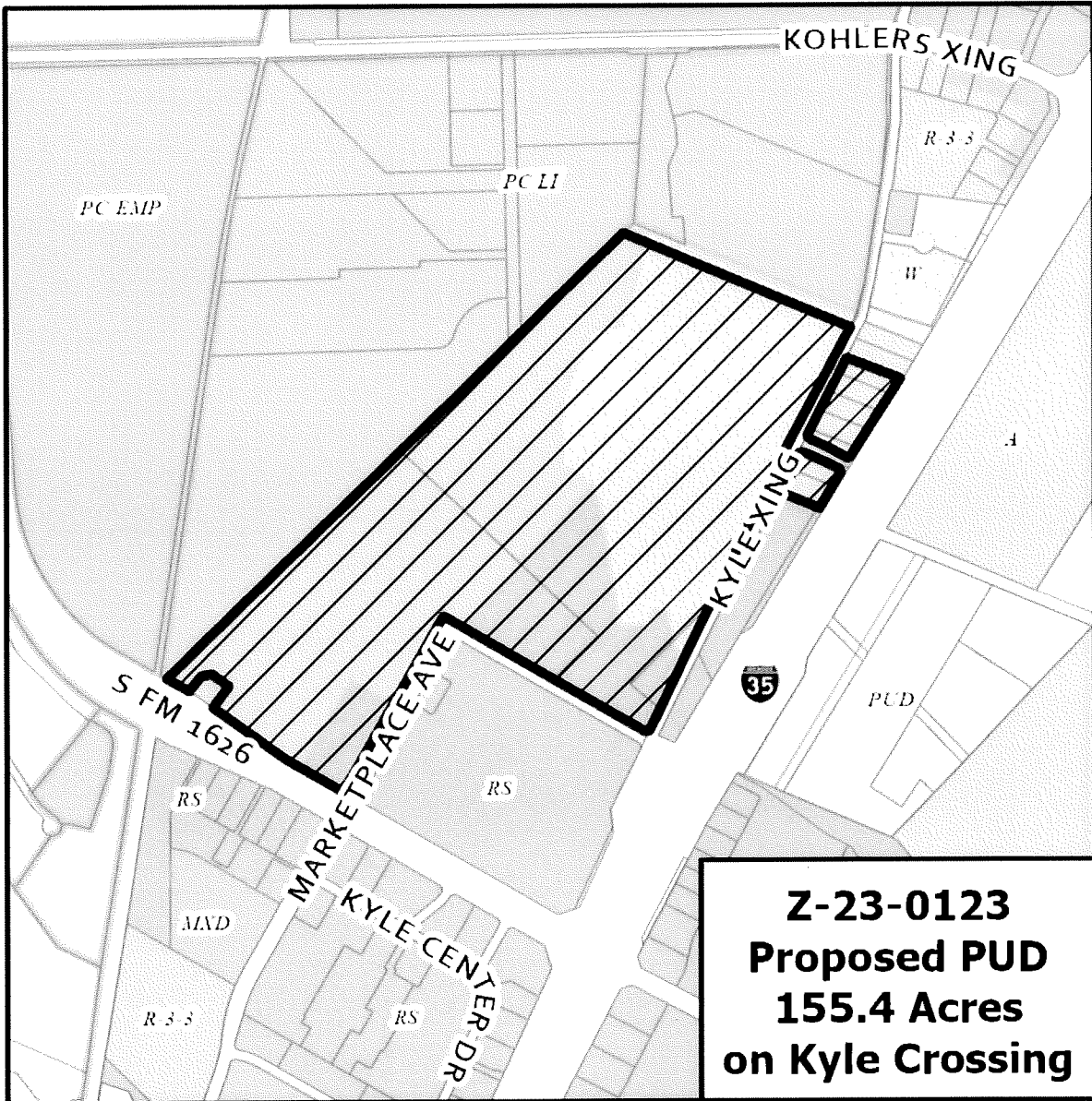
ATTEST:

Jennifer Kirkland, City Secretary

Travis Mitchell, Mayor

Attachment "A"

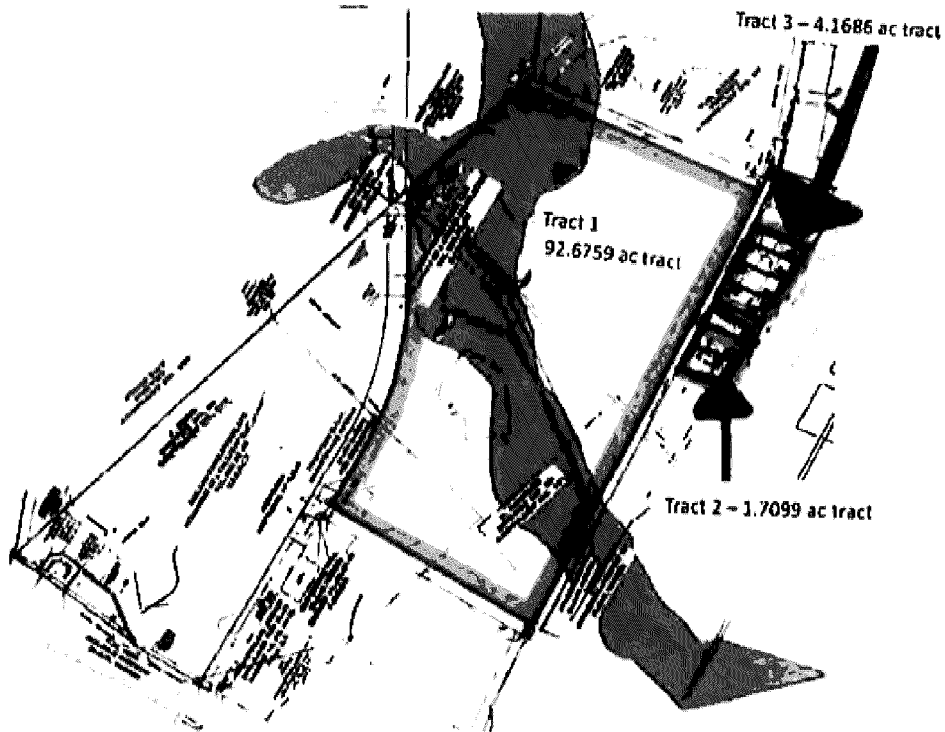
Location Map



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. 21, 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 78709
512.537.2584
www.4wards.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 conflation 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 0.053 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. 1 and an angle point hereof;

- 2) **S24°23'48"W**, a distance of 130.37 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 (4,030,961 Square Feet) more or less.

NOTE:

Surveyed on the ground September 30, 2024. 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

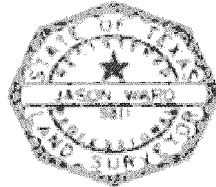


EXHIBIT "A-2"

EXHIBIT "A-2"

Dan Downer Survey, Abstract No. 151

Legal Description

BEING A TRACT OF LAND CONTAINING 1.7099 ACRES (74,182 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°55'37"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 23 (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 26.64 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°15'39"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°43'47"E, a distance of 60.71 feet to a calculated point for an angle point hereof.

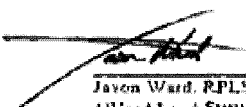
P:\01306\Metes & Bound: & Certifications: 01306 Lots 1-2 Kyle Industrial Park.docx Page 8 of 2

- 5) $S19^{\circ}07'06''E$ 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, $S32^{\circ}32'53''W$, 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 0.112 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 246.03 feet to the POINT OF BEGINNING hereof and containing 1.7099 Acres (74,982 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 No.10, 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, R.P.L.S. #5611
 4 Ward Land Surveying, LLC
 TBPLS Firm #10171300

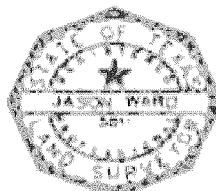


EXHIBIT "A-3"

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 (181,556 SQUARE FEET) IN HAYS COUNTY, TEXAS, OUT OF THE JOHN KING SURVEY NO. 29, 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 3926, PAGE 107 (LOT 5) AND VOLUME 3237, 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:



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 4050, 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°53'54"W, a distance of 31.53 feet to a calculated point, for an angle point hereof.
- 2) S38°42'47"W, a distance of 62.87 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 184.99 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 1

Xylefeng/DW/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)

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	N50°42'47"W	62.37'
L3	N63°25'30"W	164.99'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[(L1)]	S76°50'40"W	21.43'
[(L2)]	N50°39'01"W	62.37'
[(L3)]	N63°21'53"W	164.99'
[(L4)]	N32°32'20"E	67.15'
[(L5)]	N28°34'31"E	40.36'

[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.

[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**

[G]
**D. DOWNER
 SURVEY
 NO. 22
 ABSTRACT
 NO. 151**

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




4WARD
 Land Surveying
 A Landmark Company

PO Box 96876, Austin Texas 78795
 INFO@4WARDS.COM (512) 637-3364
 TRAPLES FORM 010174300

Date	11/20/2021
Project	01308
Scale	1" = 100'
Author	PG
Tech	CG
Field Crew	SV
Survey Date	5/07/2021
Sheet	3 OF 3

LEGEND

	PROPERTY LINE	
	EXISTING PROPERTY LINES	
○	1/2" IRON ROD WITH "ARABU BOUNDARY" CAP SET	
●	1/2" IRON ROD FOUND (UNLESS NOTED)	
■	1/4" IRON ROD WITH "1500" CAP FOUND (UNLESS NOTED)	
△	CALCULATED POINT	
■	TPODT TYPE I CONCRETE MONUMENT FOUND	
□	TPODT TYPE II 3/4" IRON ROD ALUMINUM CAPPED FOUND	
P.O.B	POINT OF BEGINNING	
VOL/PAGE	VOLUME, PAGE	
CAD/SUB	CADNET, SLIDE	
DOC NO	DOCUMENT NUMBER	
R.O.W	RIGHT-OF-WAY	
PLAT	PLAT RECORDS, TRAVIS COUNTY, TEXAS	
R.P.P.C.T	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS	
O.P.P.C.T	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS	
D.P.P.C.T	DEED RECORDS, TRAVIS COUNTY, TEXAS	
I I	RECORD INFORMATION PER DEED VOL 2941 PG 848	
II II	RECORD INFORMATION PER DEED VOL 4080 PG 29	
< >	RECORD INFORMATION PER DEED DOC NO 20027520	
III III	RECORD INFORMATION PER DEED VOL 3823 PG 881	
<< >>	RECORD INFORMATION PER PLAT VOL 3, PG 364	



Jason Akel
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 1.000100784266.
 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 80876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 437-2344
 TWP6LS FIRM 014174300

Date	12/1/2021
Project	01508
Scale	1" = 100'
Revised	PG
Draft	CC
Field Copy	SV
Survey Date	SEP 2021
Sheet	3 OF 3

Kyle/eng/DIV/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 90816
Austin, TX 78709
512.537.2384
www.4wardlls.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 "BCO" 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. S19°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

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

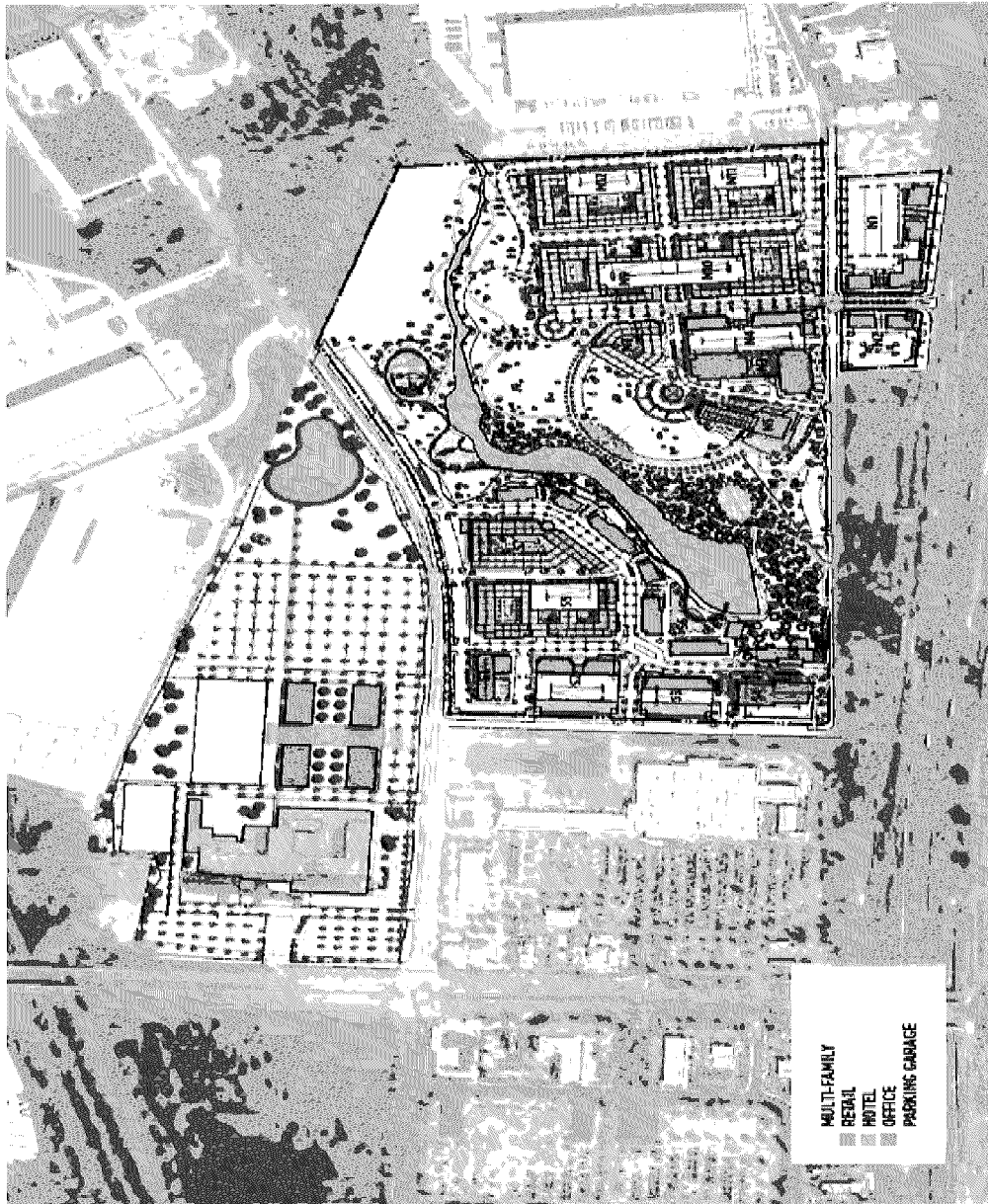
(A) Development Standards. The development standards for the Lake Park and Hospital PUD shall apply as follows:

(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 PLAN DESIGN
1000 10th Street, Suite 100
San Francisco, CA 94103
Tel: 415.774.1000
www.landplandesign.com

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

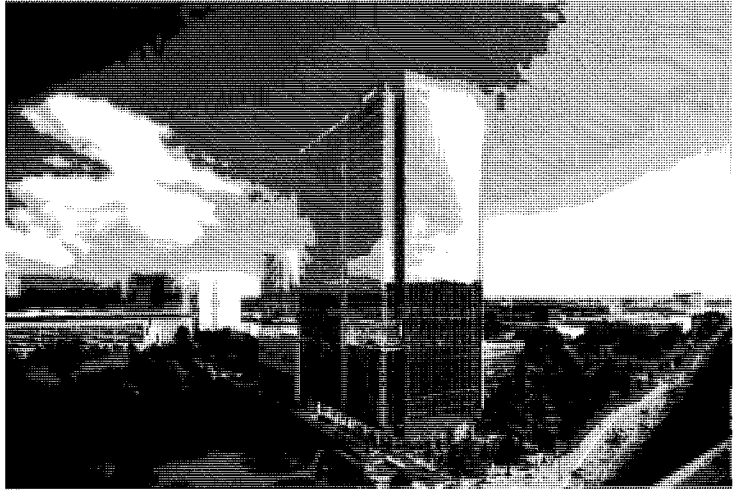
Exhibit A

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)**



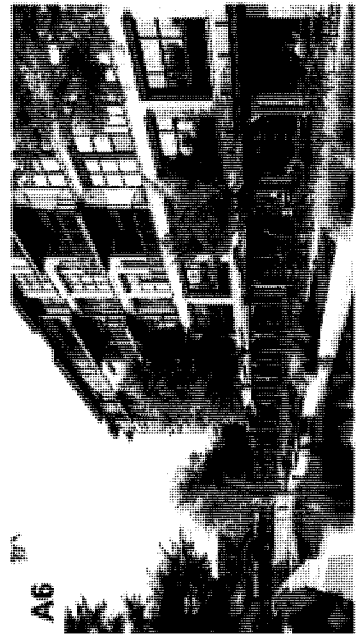
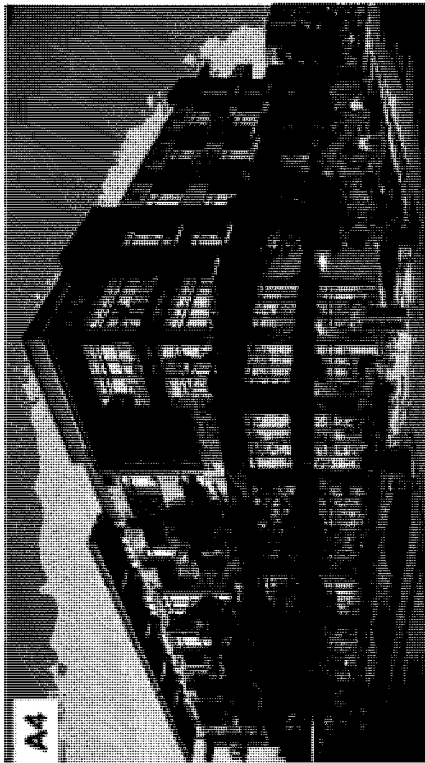
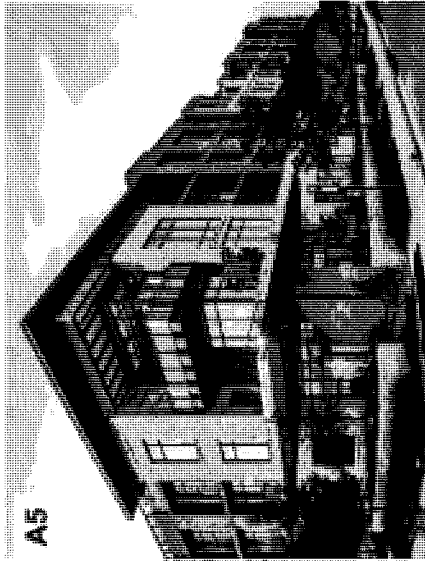
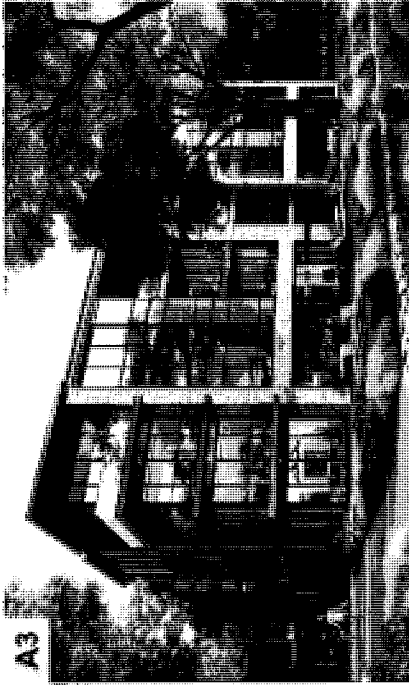
Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

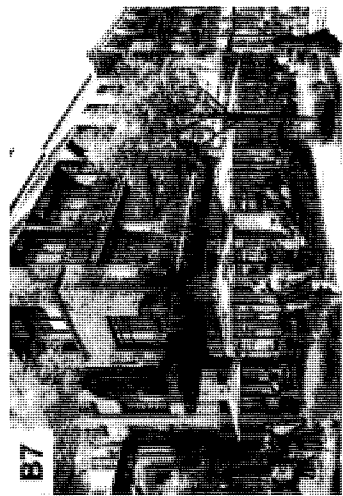
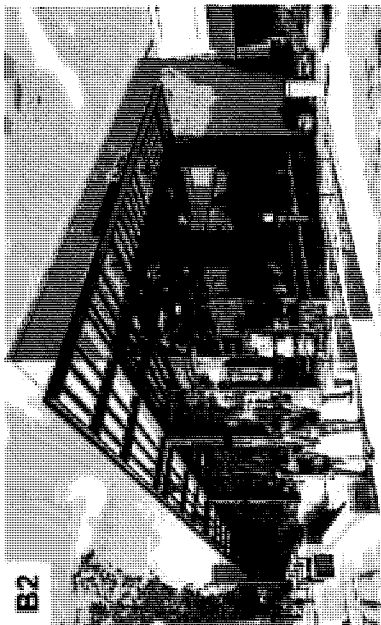
**Exhibit B-3
Development Standards
(Office)**



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

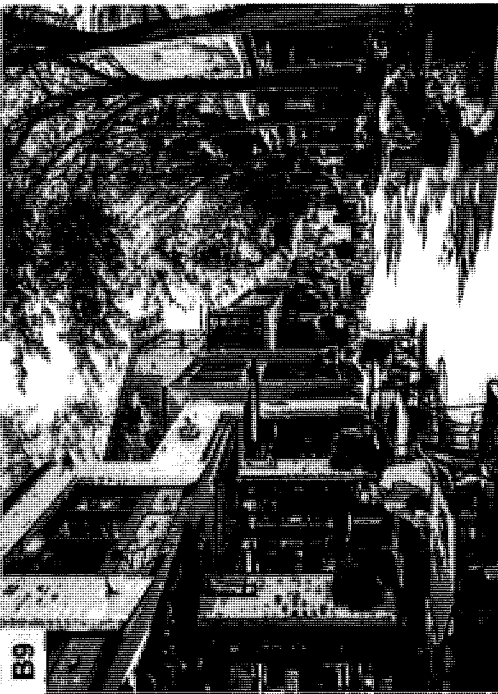
MULTI-FAMILY
26







B10



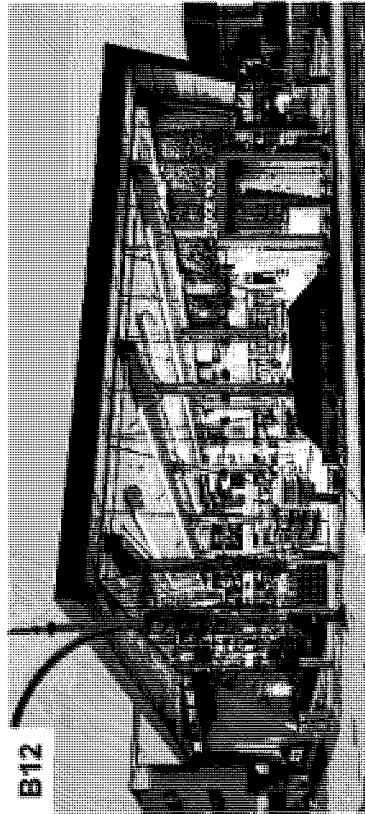
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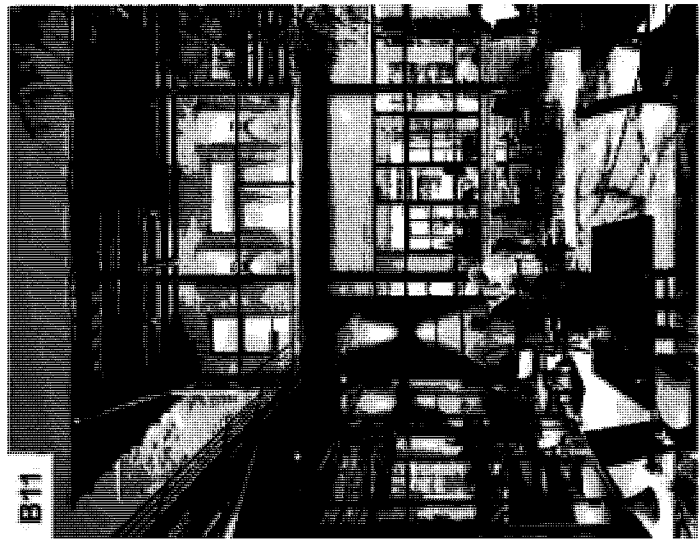
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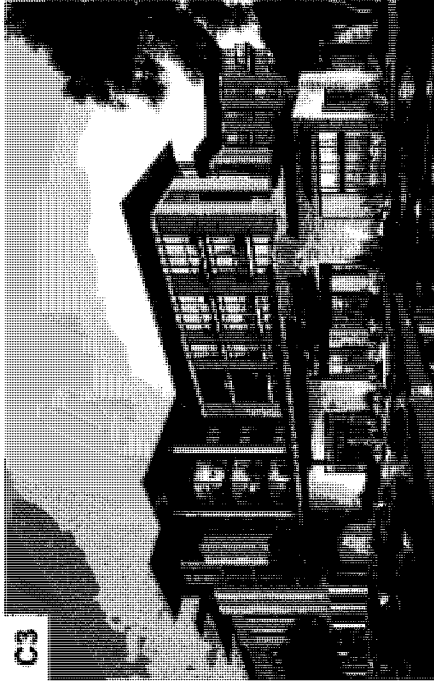
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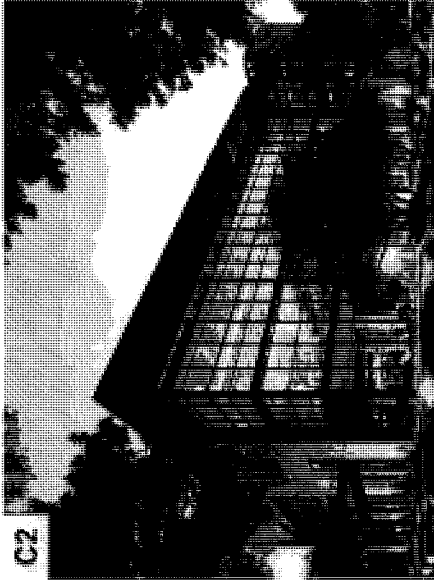
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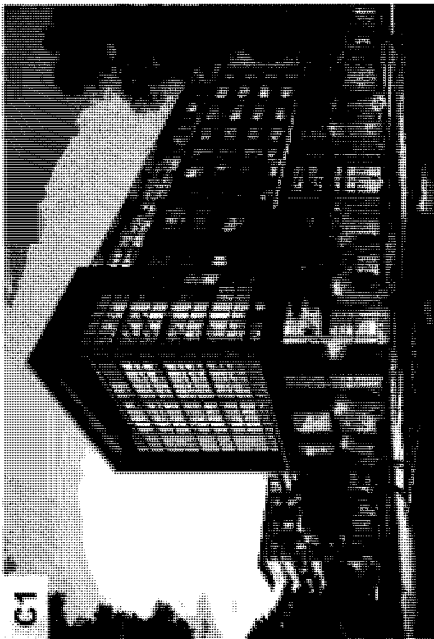
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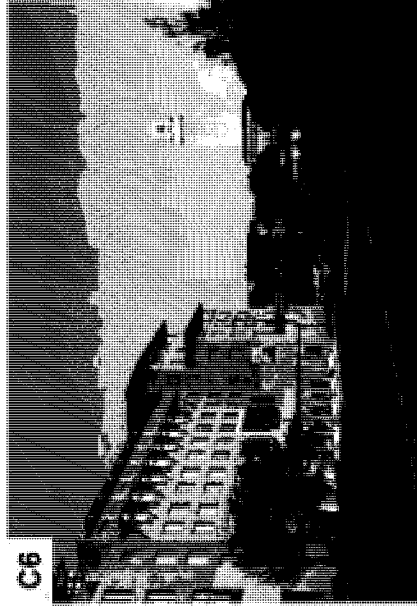
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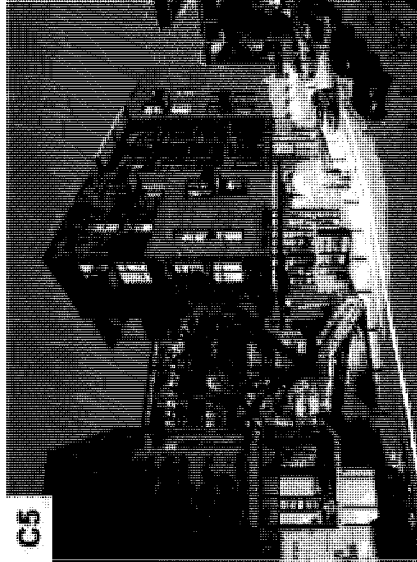
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C1



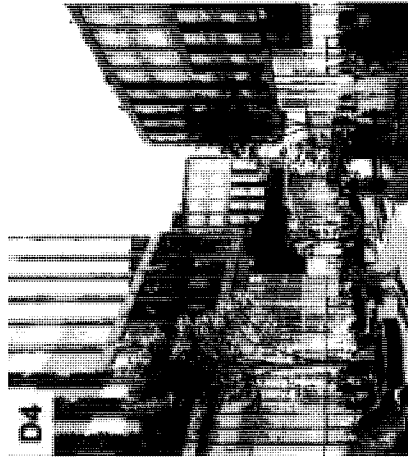
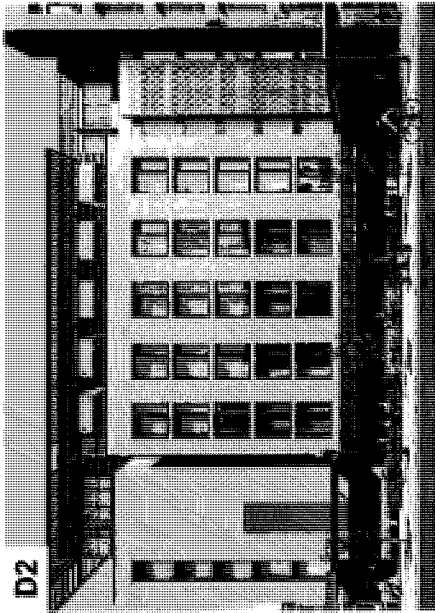
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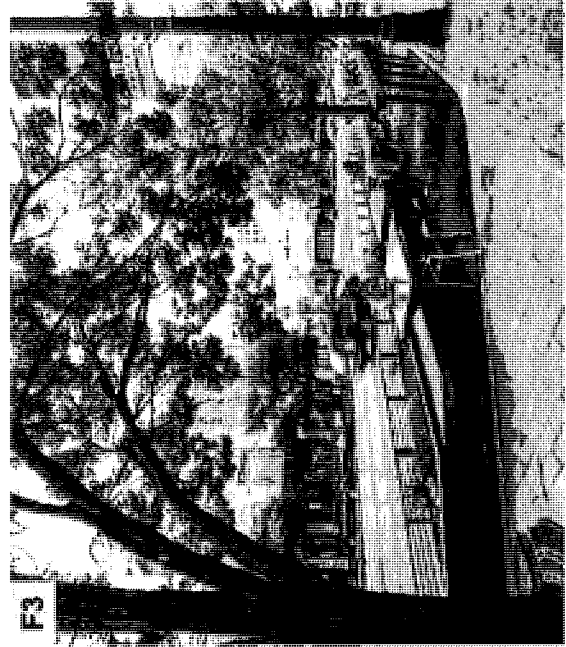


C5



C4





STREET EXPERIENCE³¹

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

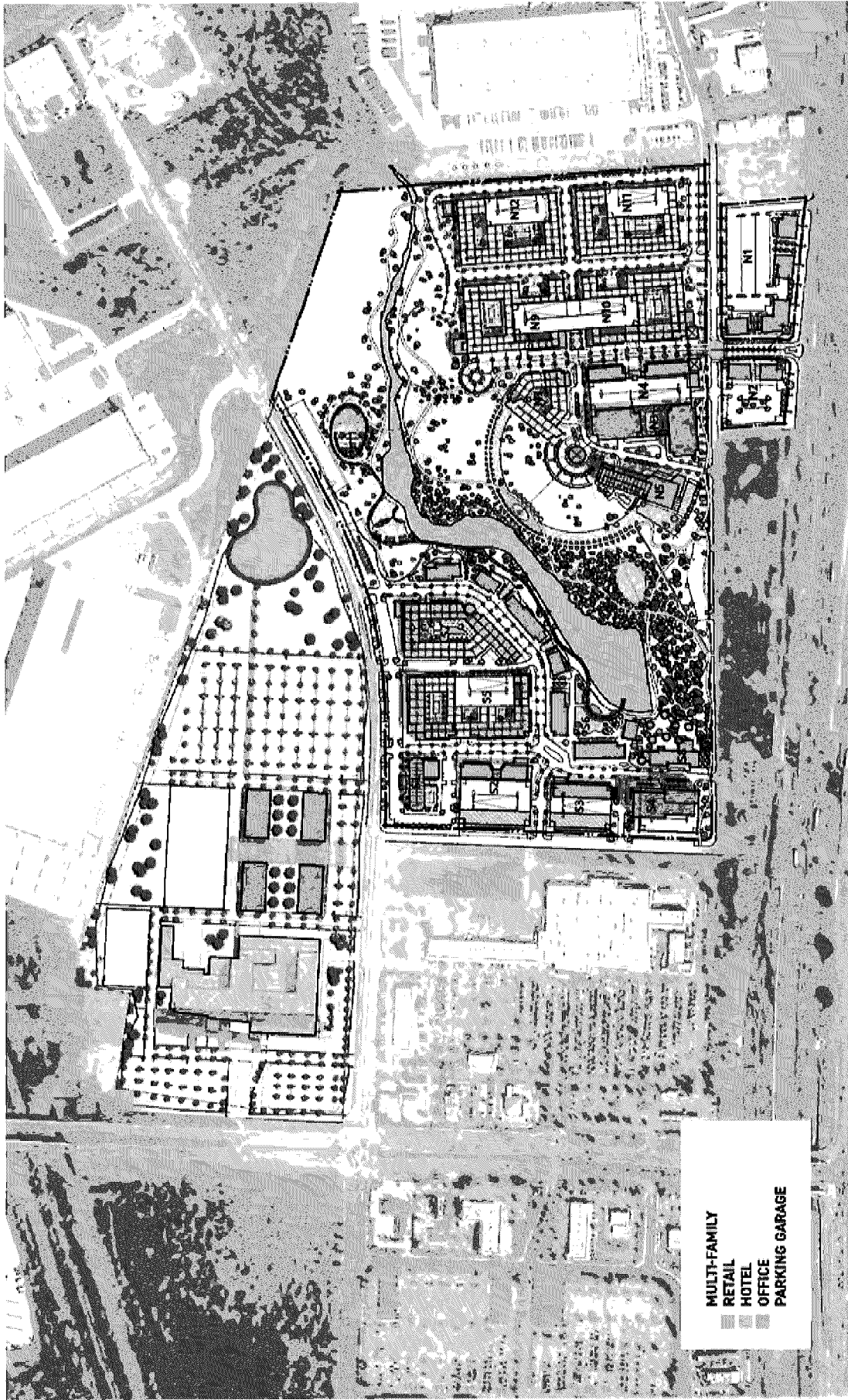


Exhibit G-2
Project Density

**Exhibit G-2
Project Density**

THE LAKE PARK DISTRICT
1701 LAKE AVENUE S.W.
LAKESIDE, CO 80401

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

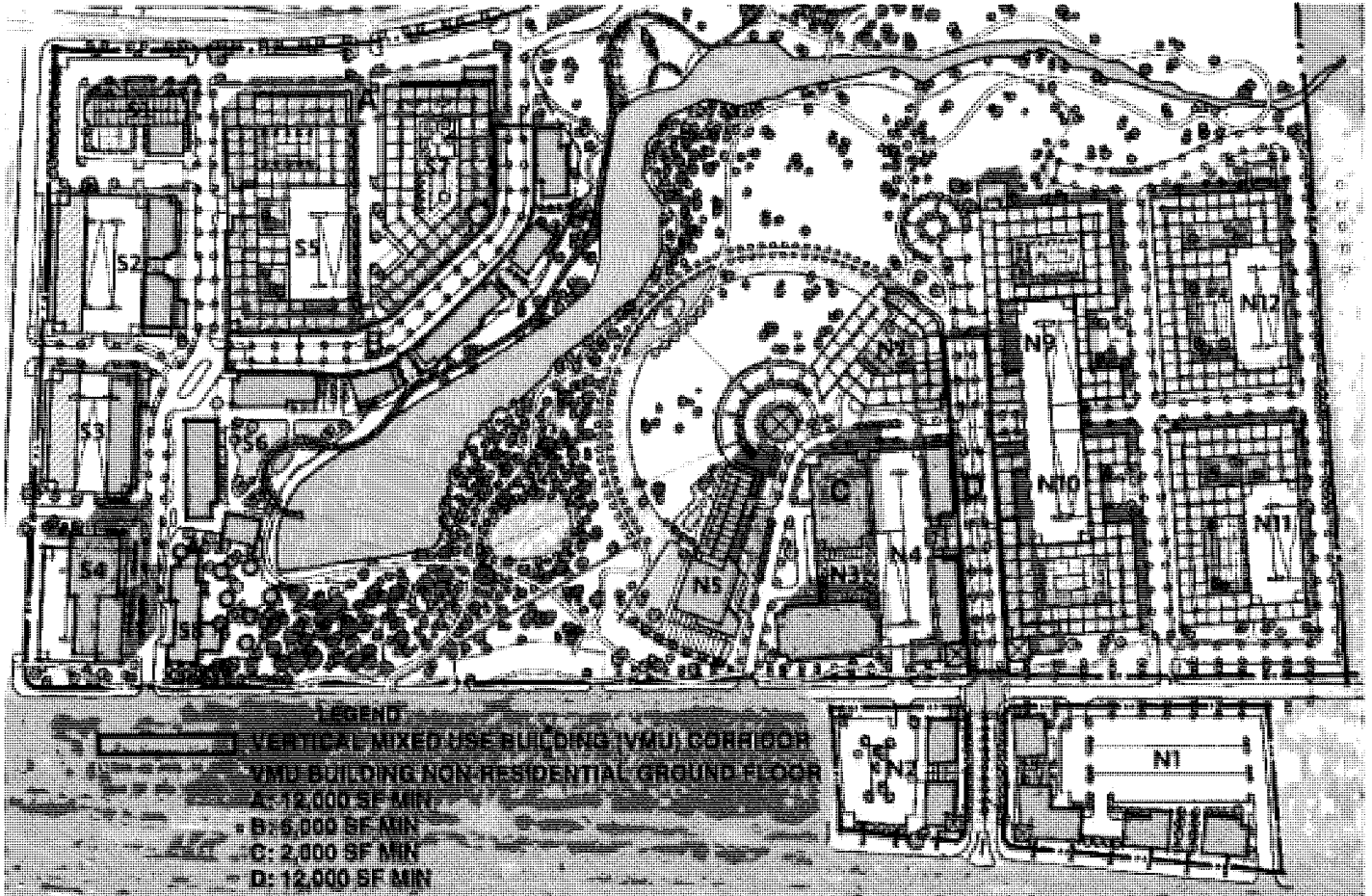
NORTH	Proposed Use	Number of Floors	Total Building Square Footage (all floors)	Uses						Other Data			
				Retail	Office	Residential	Medical Office	Hotel	Hospital	MF/Condo Units	Hotel Keys	Hospital Beds	
N1	Hwy Retail (site area per survey)	1	24,000	24,000							0	0	0
N2	Hwy Retail (site area per survey)	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
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	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	
W1	St. David's Hospital	7	693,000								0	550	0
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

Gensler

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

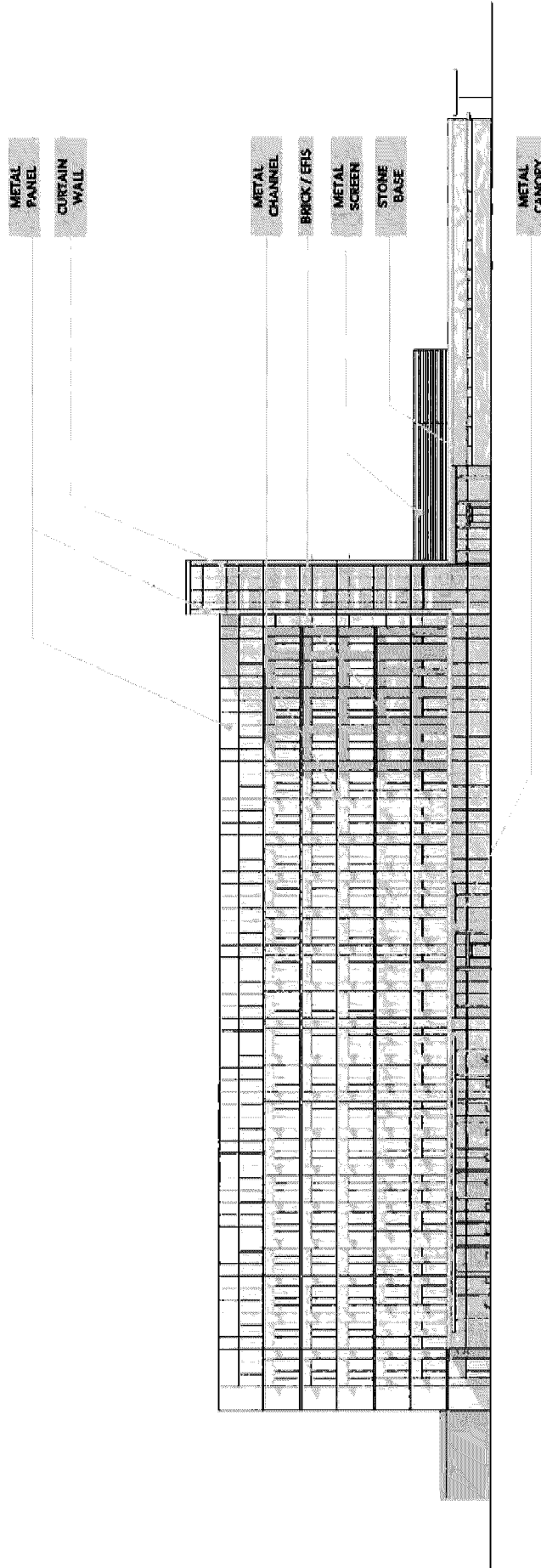
Exhibit "A"

Property Description

Same as Attachment A-2 provided above.

Exhibit "B"
Hospital Development Standards

SOUTH ELEVATION
Materiality



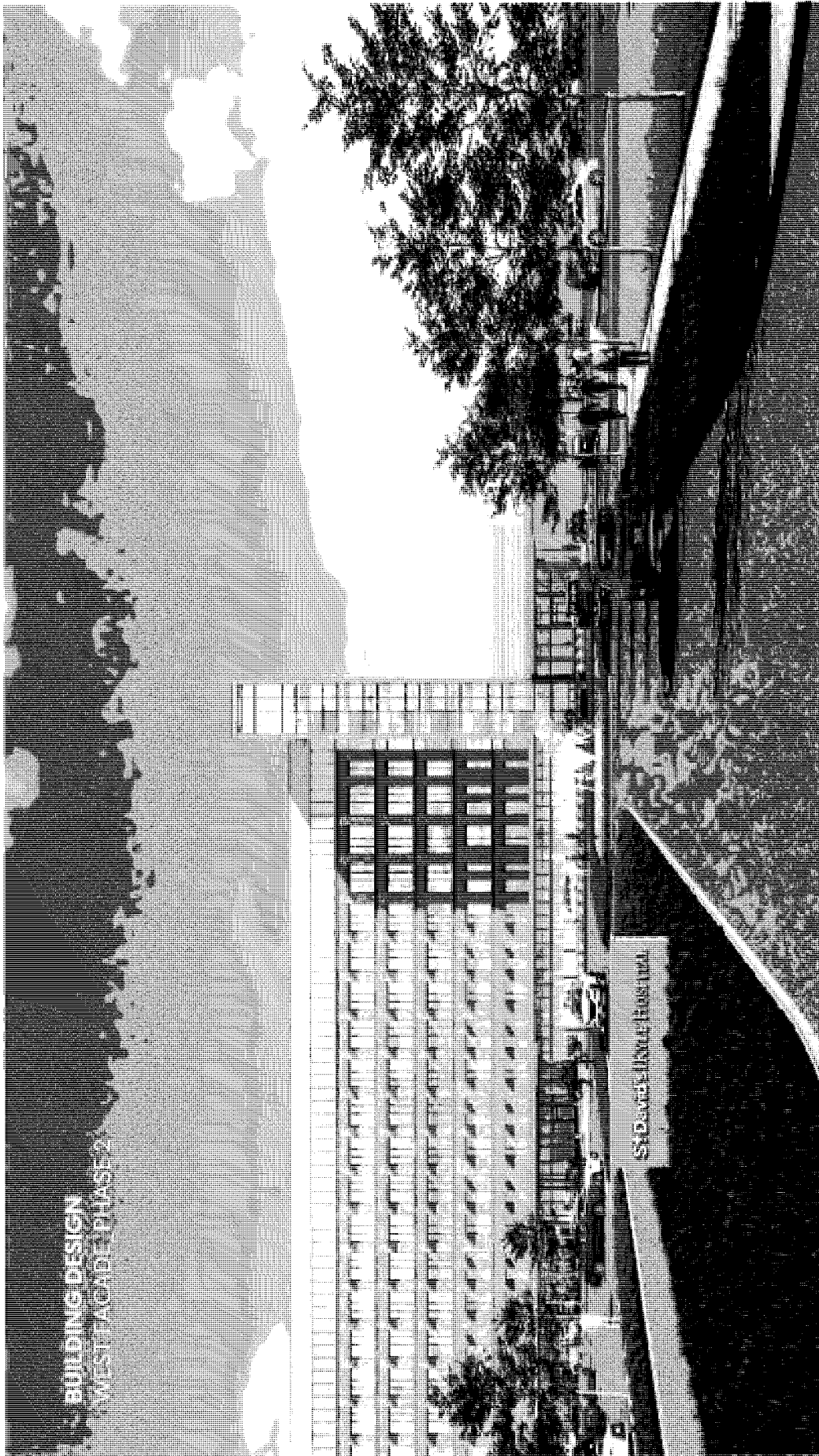




BUILDING DESIGN
ARRIVAL_PHASE 2



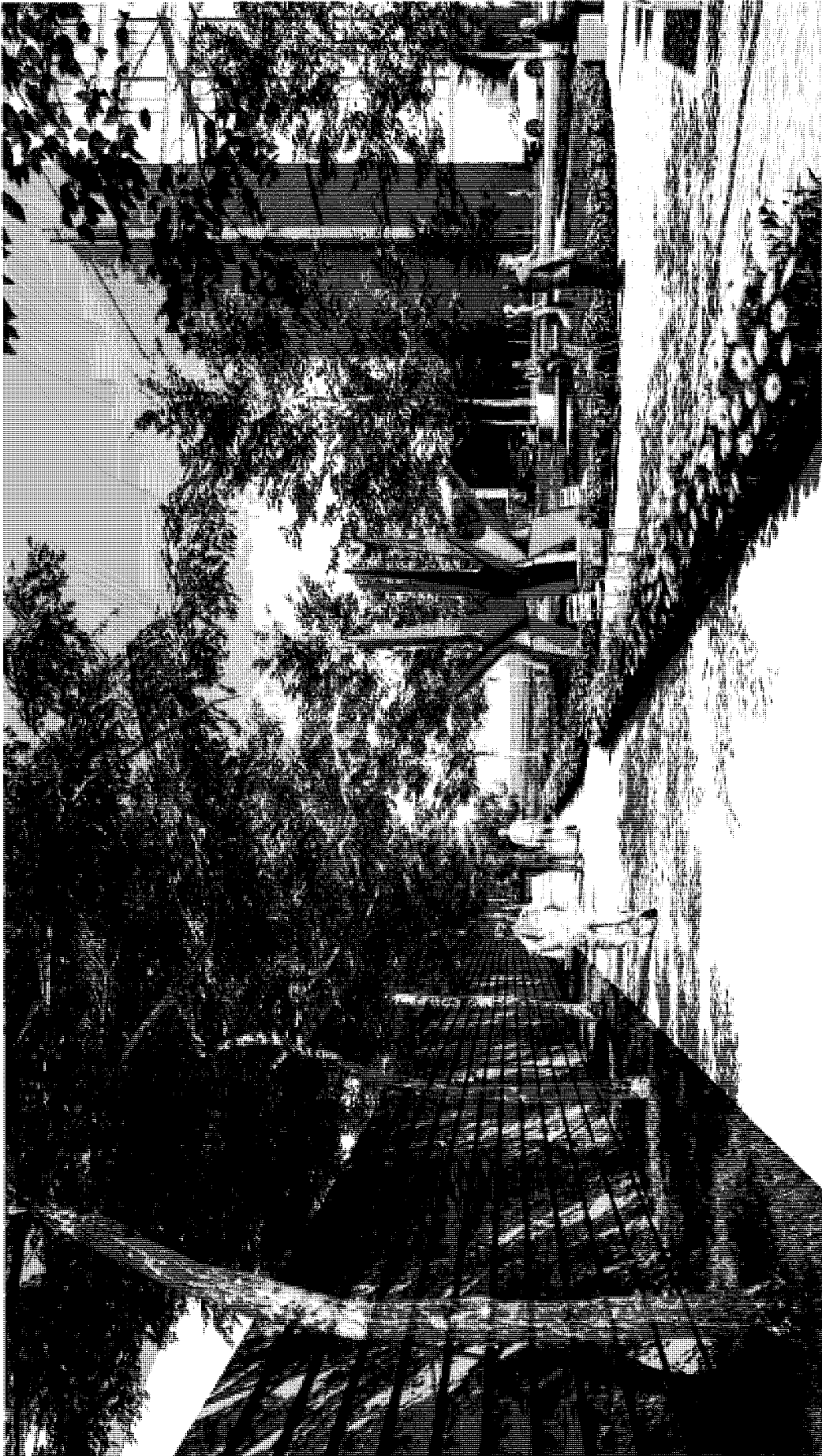
BUILDING DESIGN
WEST FACADE PHASE 1



BUILDING DESIGN
WEST FACADE PHASE 2

St David's Home Hospice



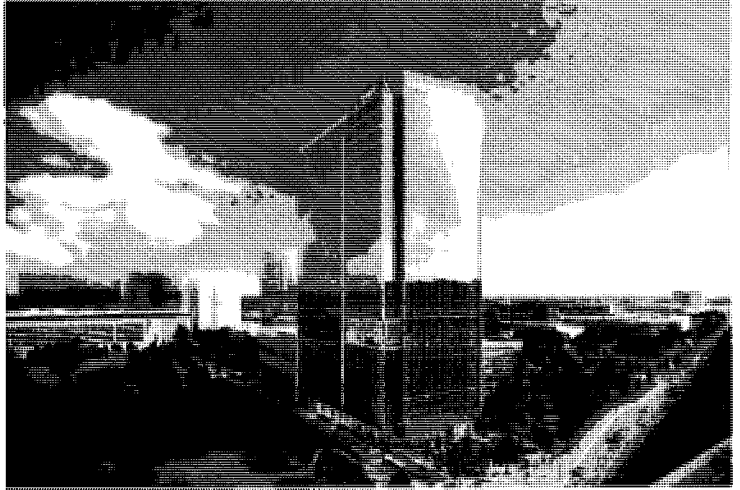






Exhibits “B-1”, “B-2”, and “B-3”
Mixed Use Development Development Standards

**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)**



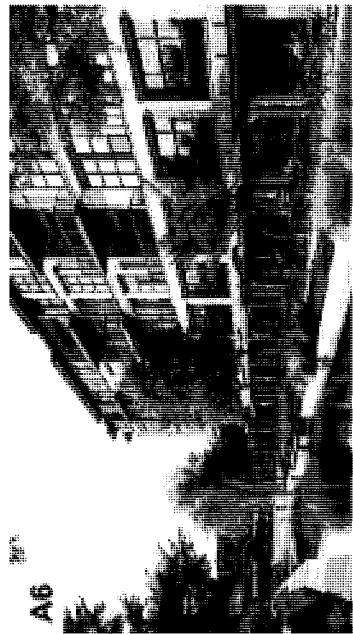
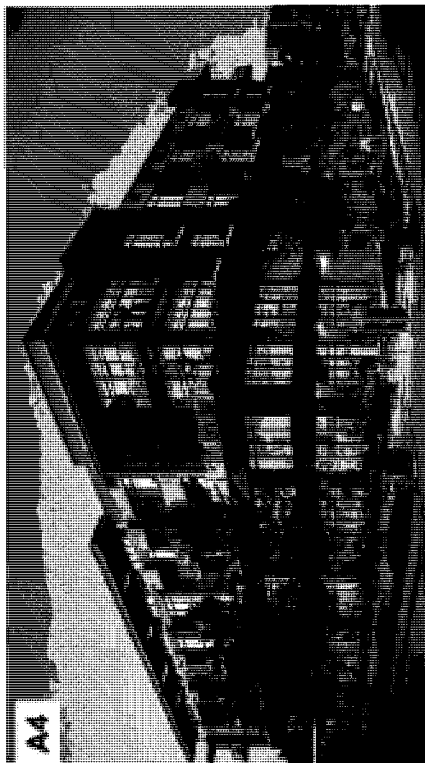
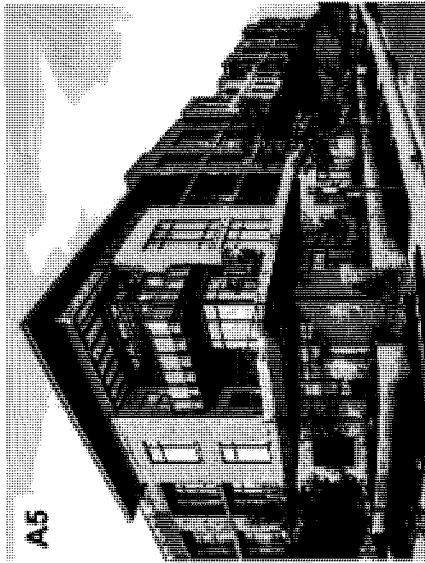
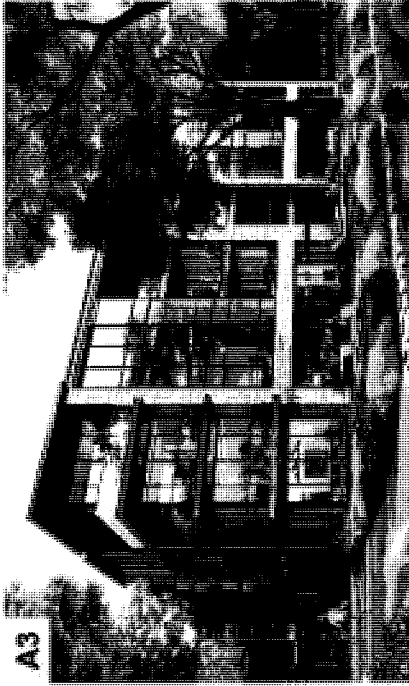
Images shown depict aspirational options consistent with the Master Plan intent. They are not intended to limit or define architectural character or scope.

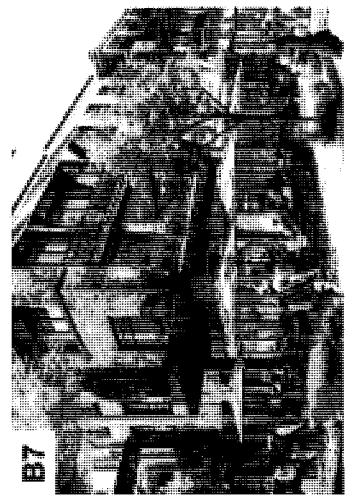
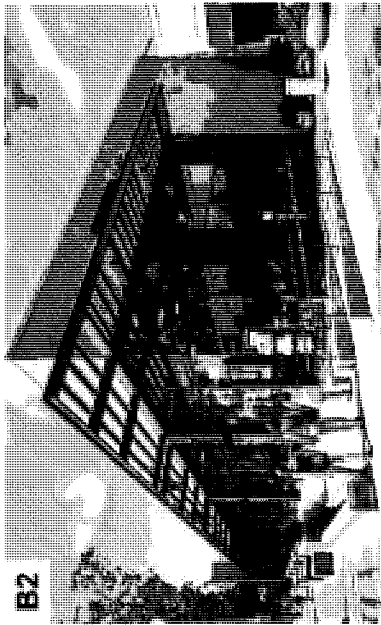
**Exhibit B-3
Development Standards
(Office)**



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

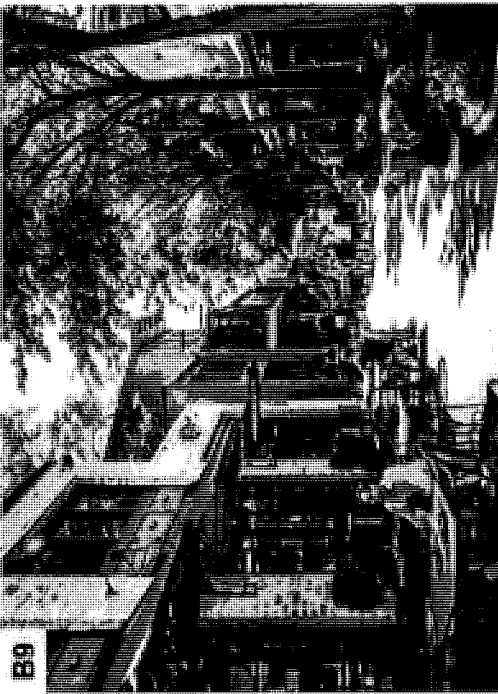
MULTI-FAMILY
74







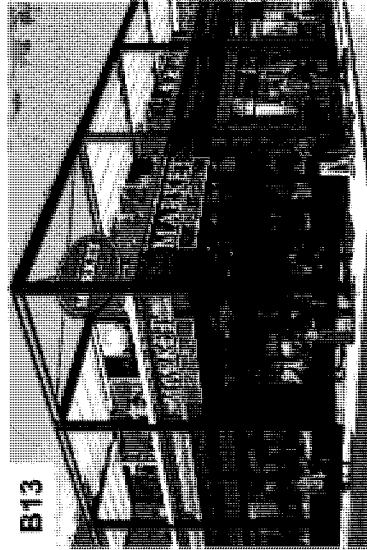
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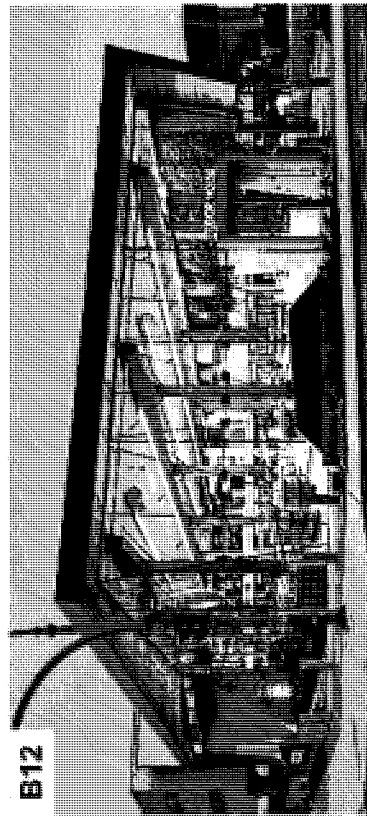
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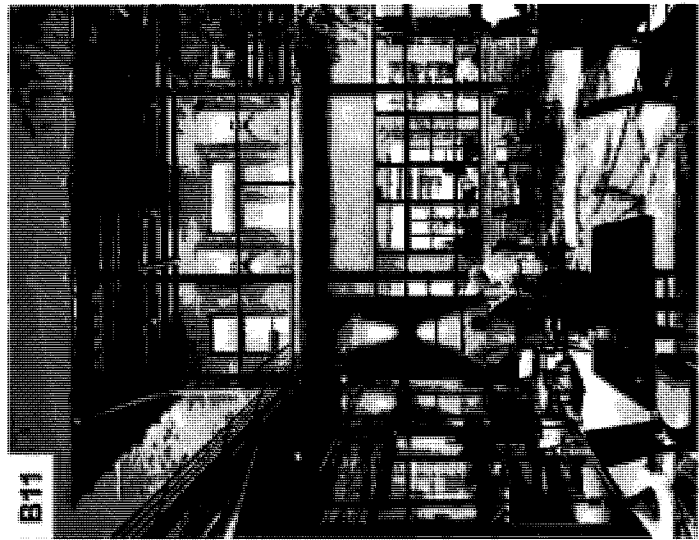
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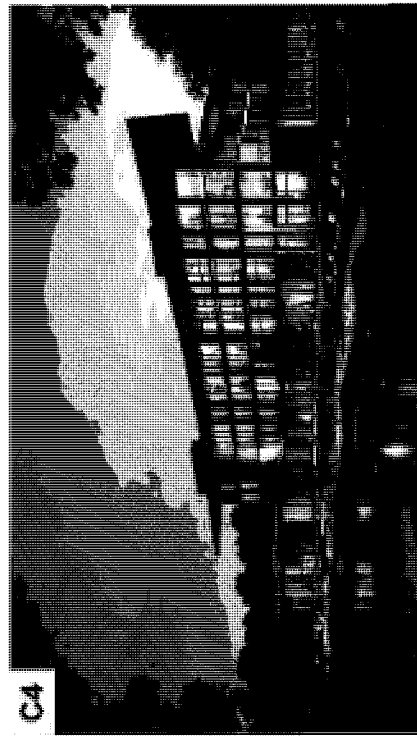
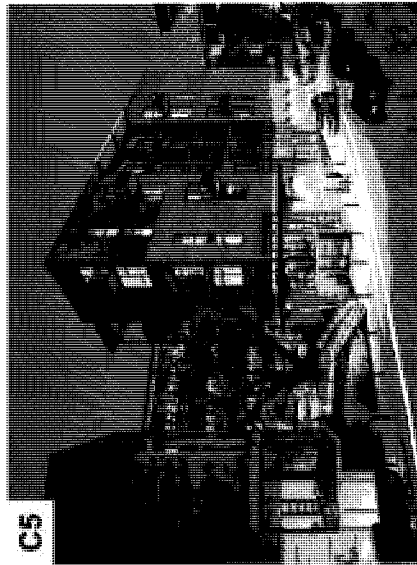
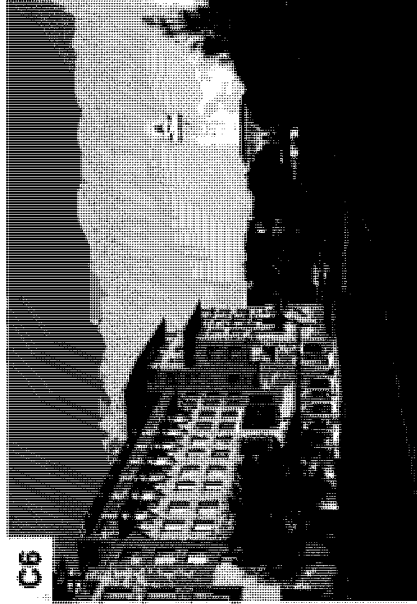
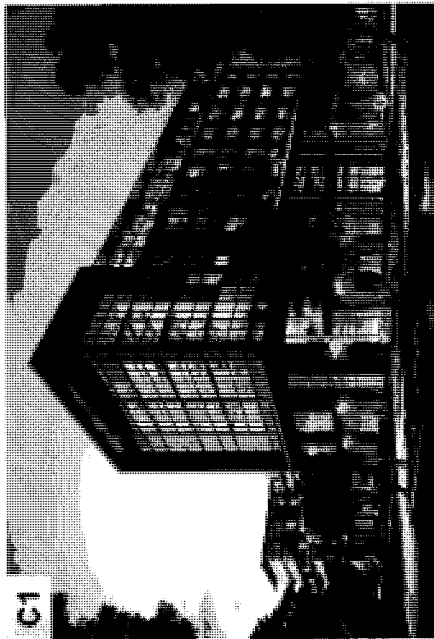
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B12

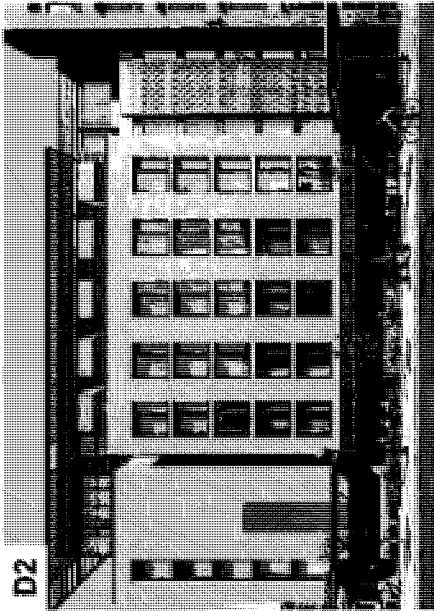


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D3



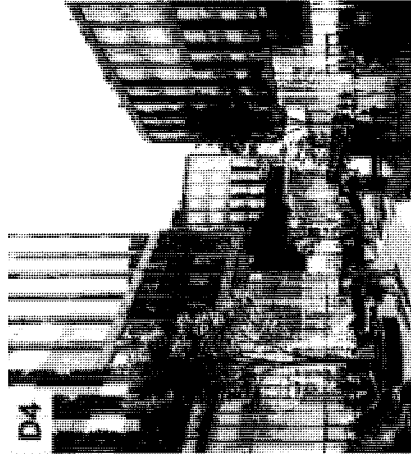
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D1



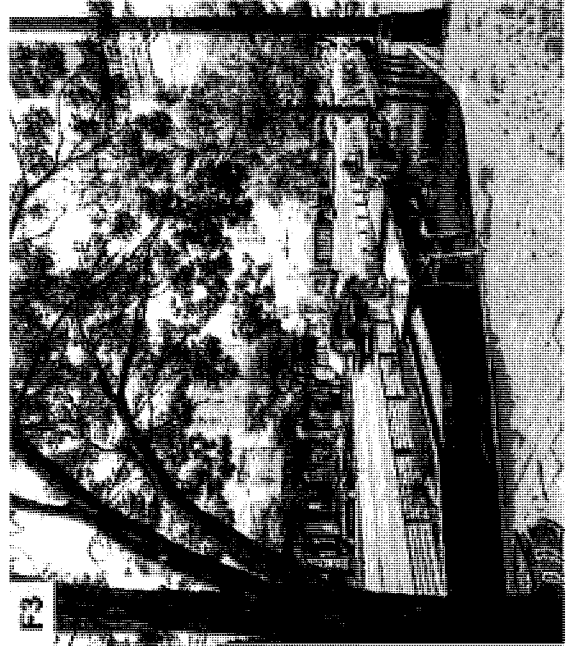
D5



D4



D6



STREET EXPERIENCE[®]

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>

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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
Hospital Tract

			code-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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Exhibit D-1
Code Modifications and Waivers
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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Exhibit D-1
Code Modifications and Waivers
Hospital Tract

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.

Exhibit D-2
Code Modifications and Waivers

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-2
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 conde-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

Exhibit D-2
Code Modifications and Waivers

			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>

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

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.

Exhibit D-2
Code Modifications and Waivers

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-2
Code Modifications and Waivers

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.

Exhibit D-2
Code Modifications and Waivers

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-2
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 Buntton 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-2
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.

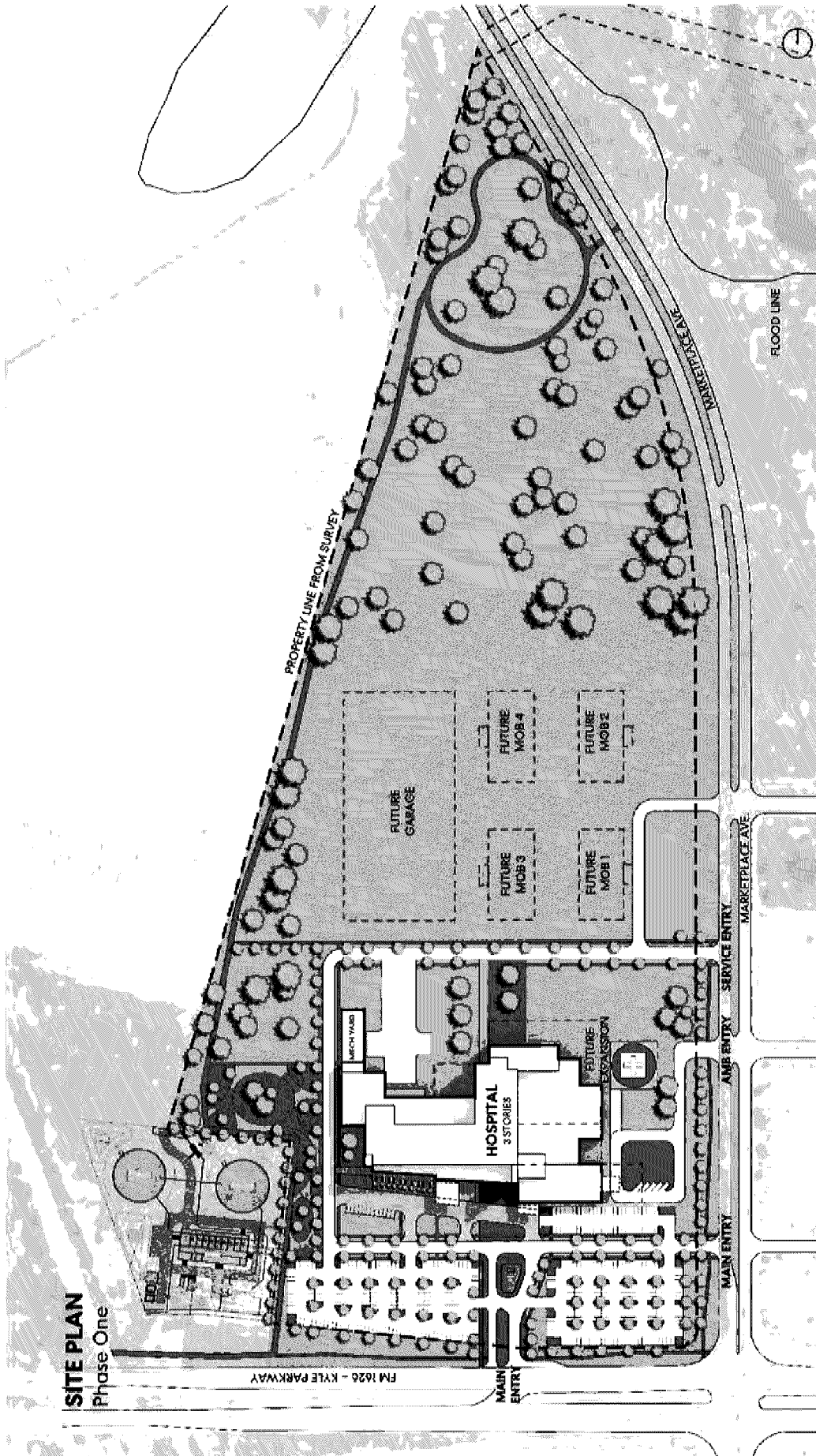
Exhibit D-2
Code Modifications and Waivers

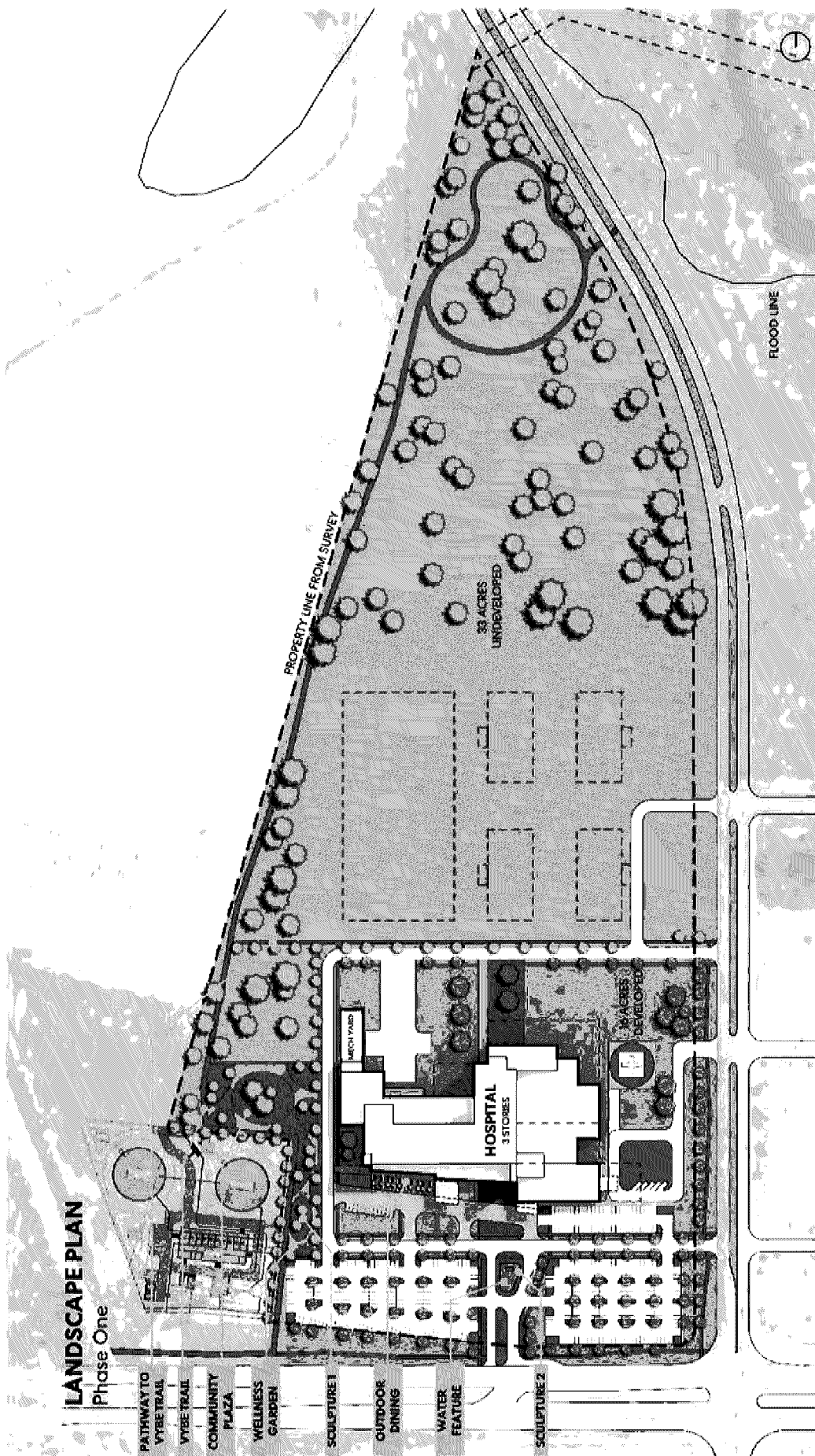
Parkland (41-147)

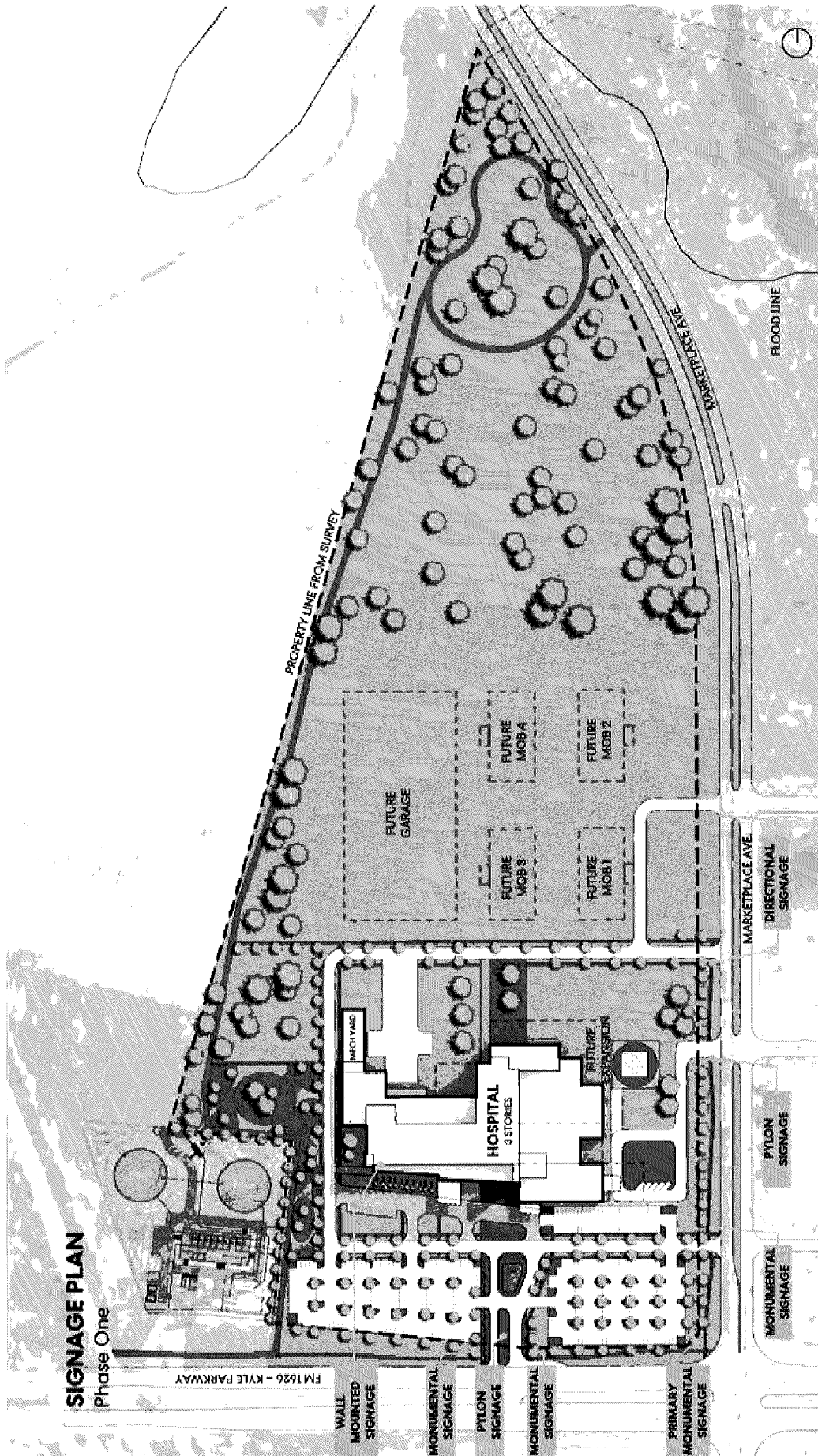
Code Section	Title	Code Standard	Project Standard
41-147 (h)(1) a. & b. & c.	Parkland dedication. Additional requirements.	Any land dedicated to the city under this section must be suitable for recreational purposes...	The proposed parkland along Bunton Creek / Lake District is suitable for greenbelt, 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.

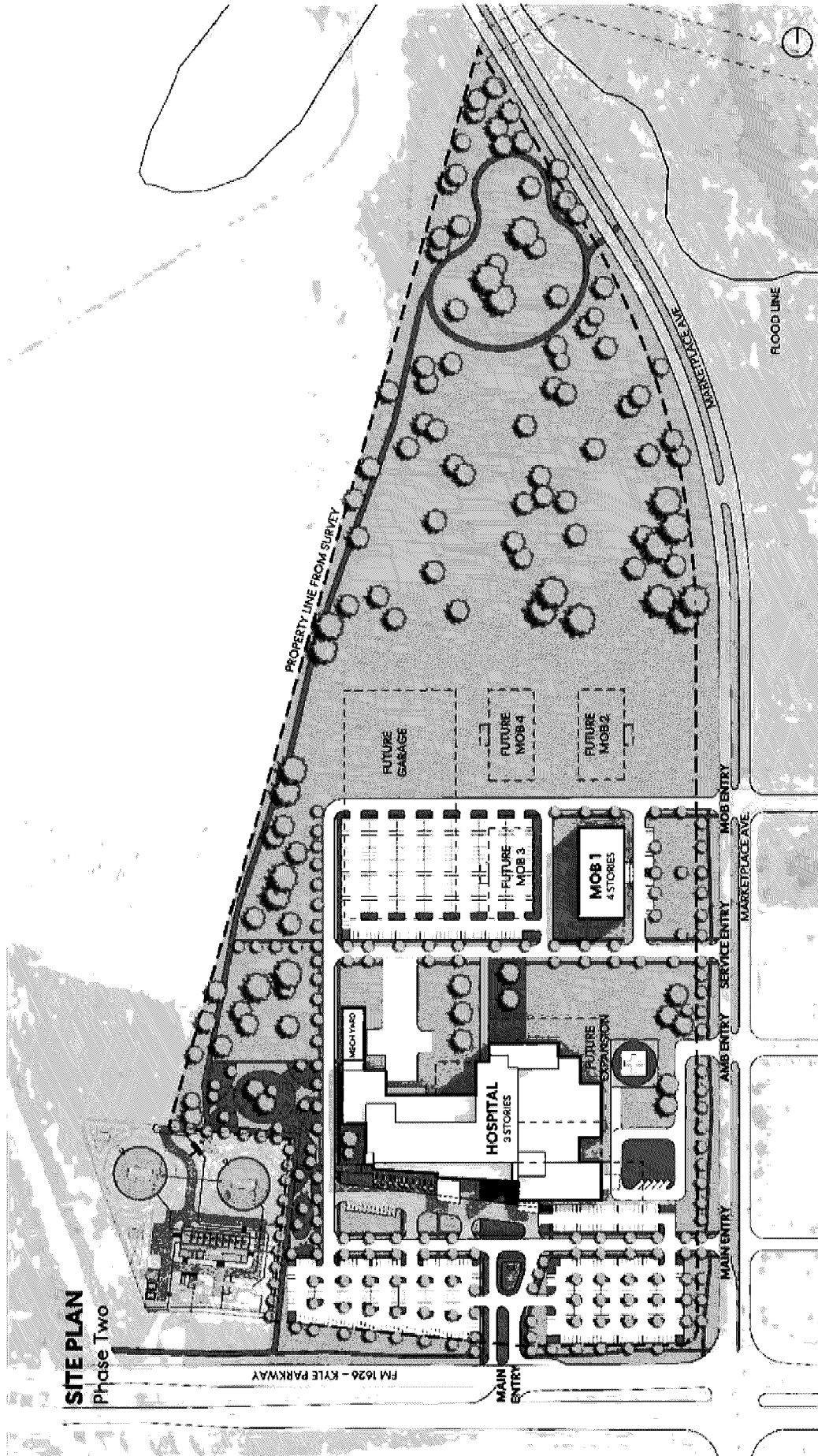
Exhibit “E”

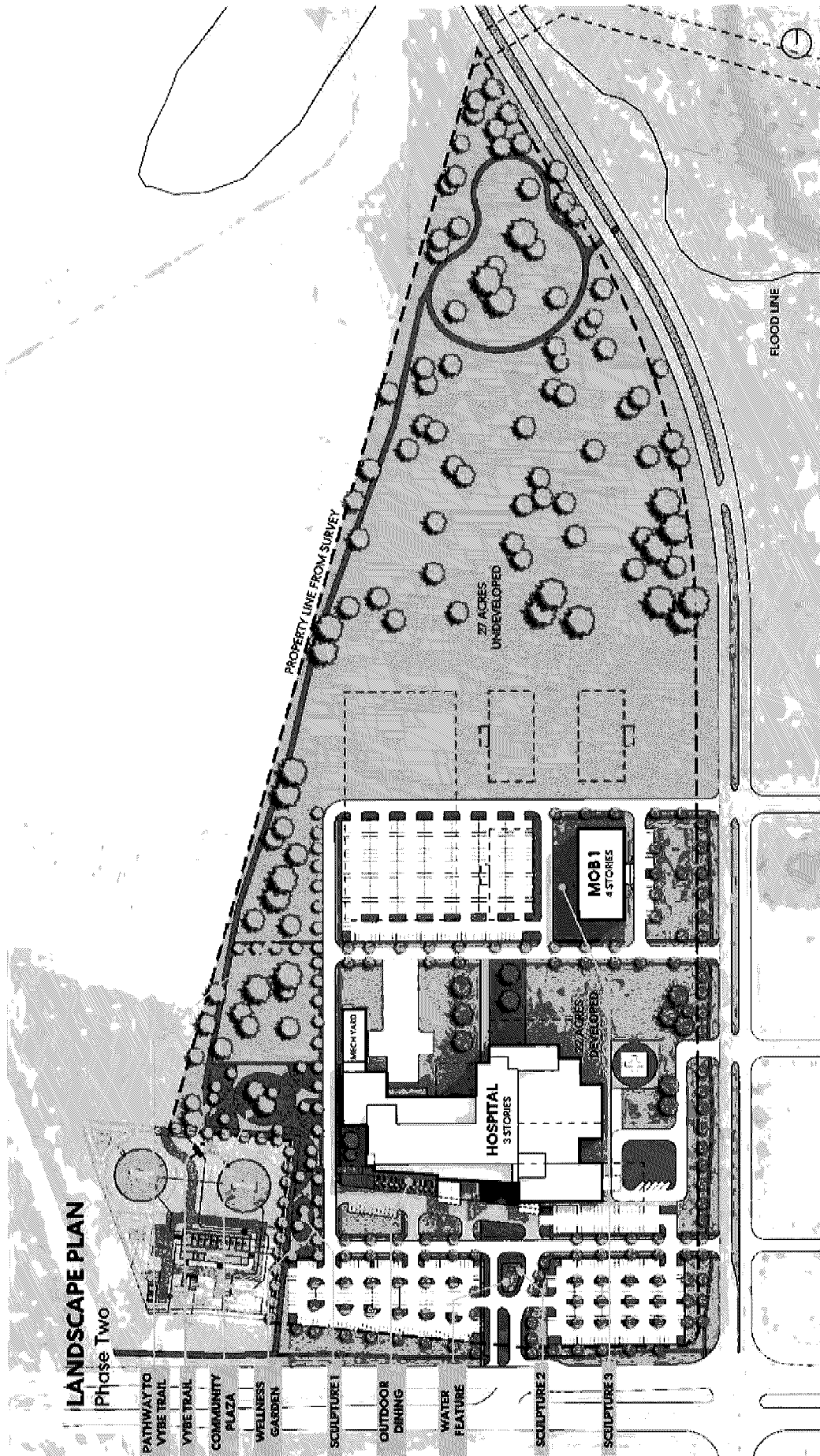
Hospital Campus Phasing Plan

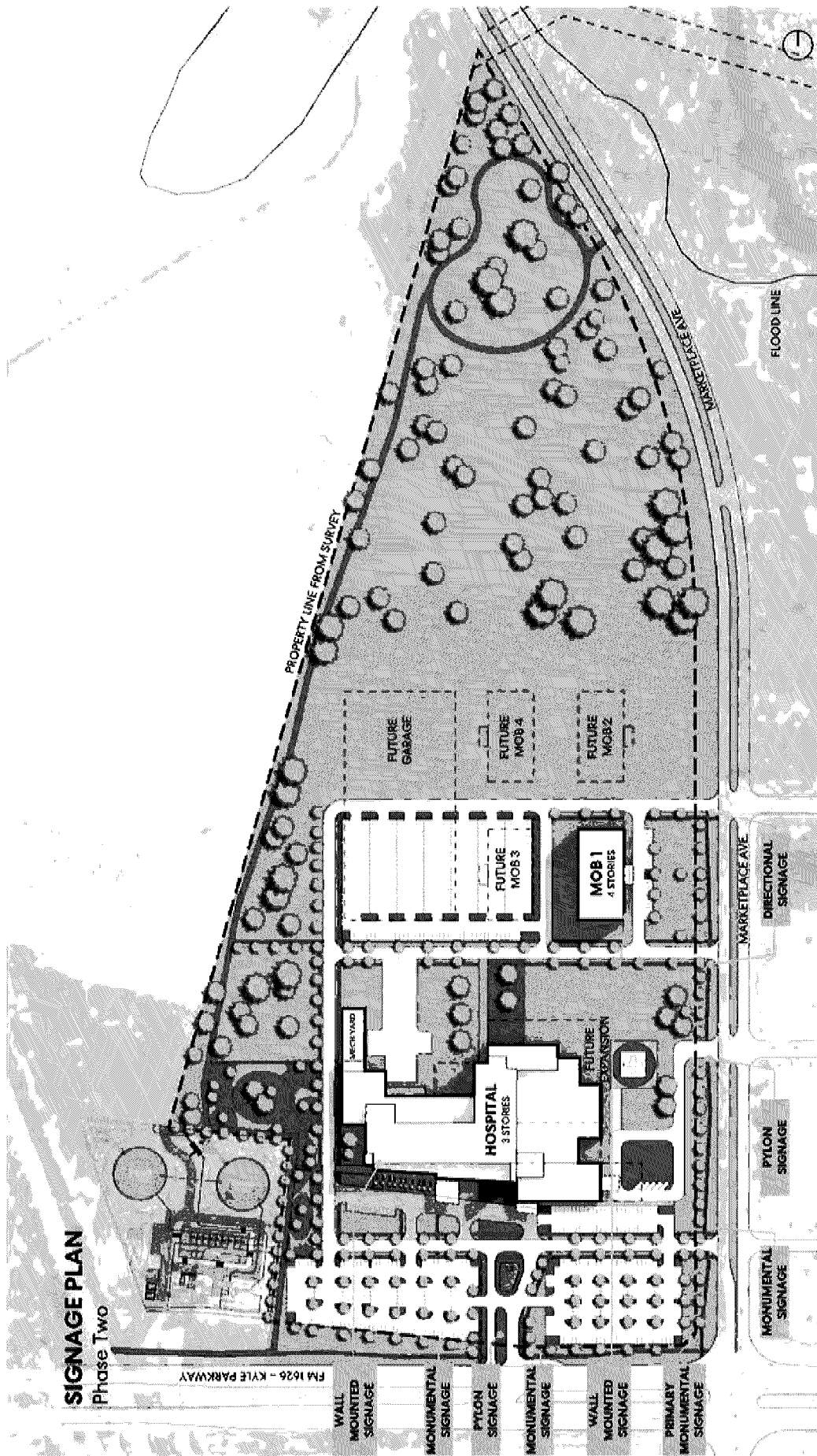


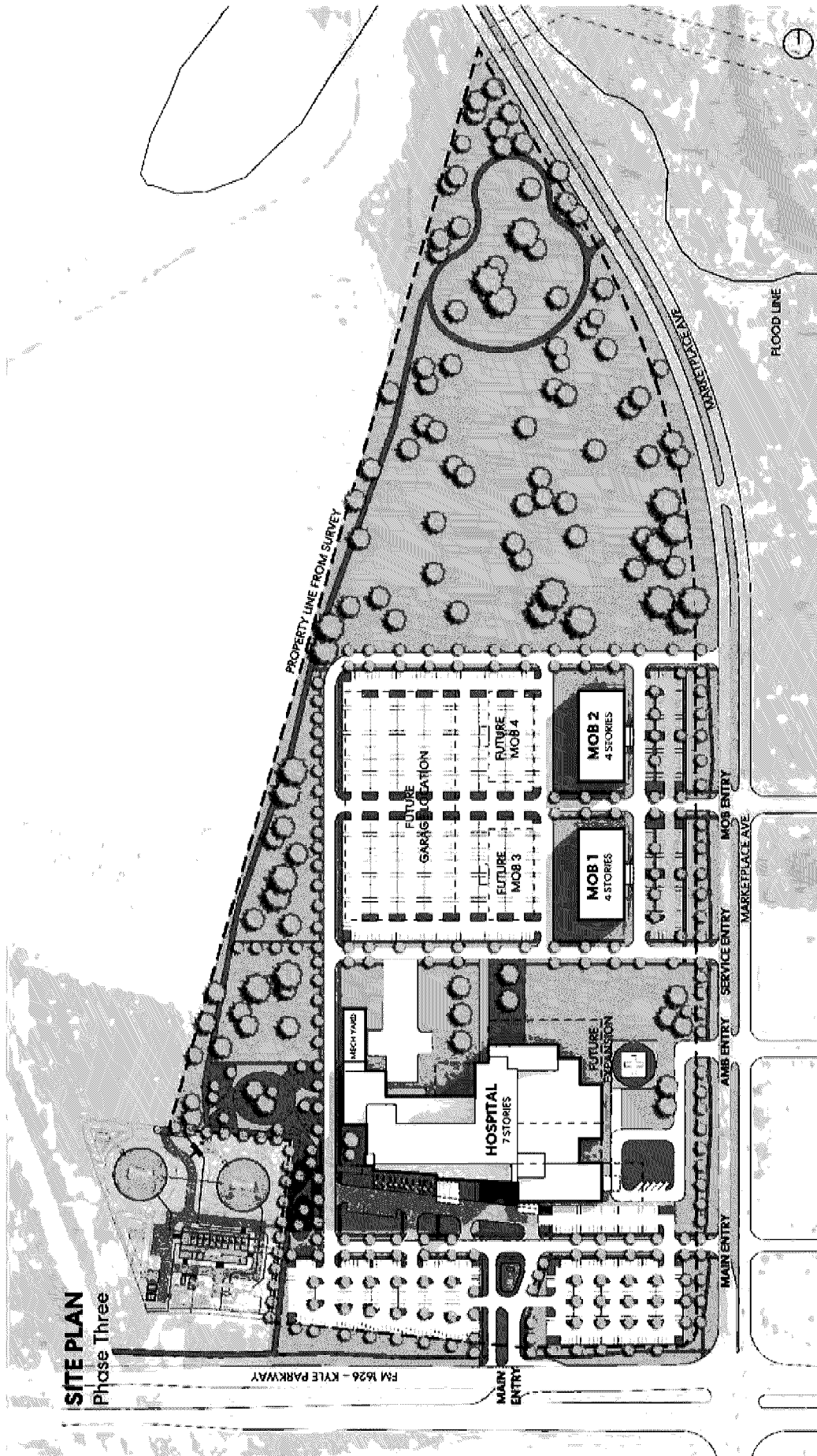


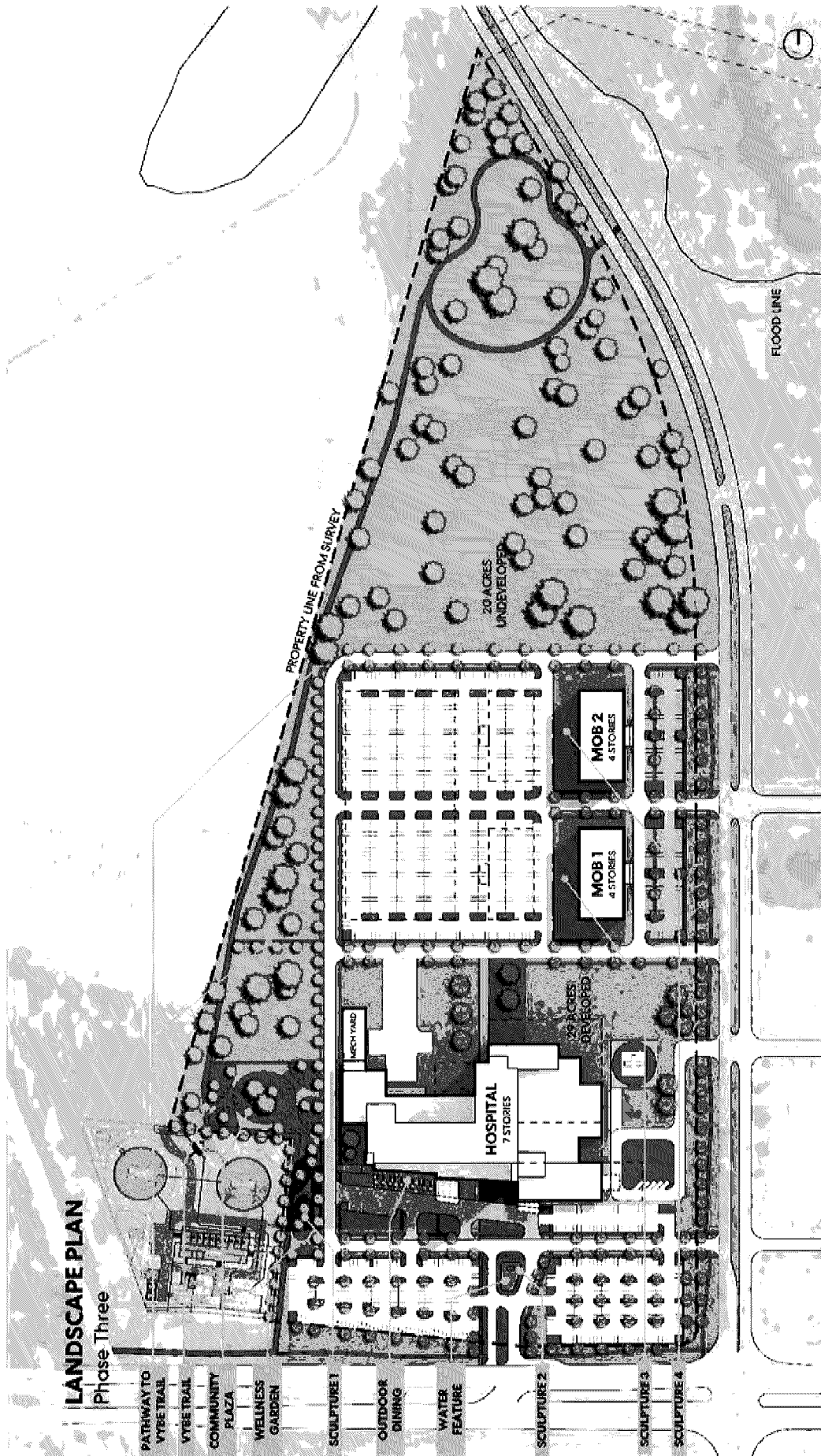


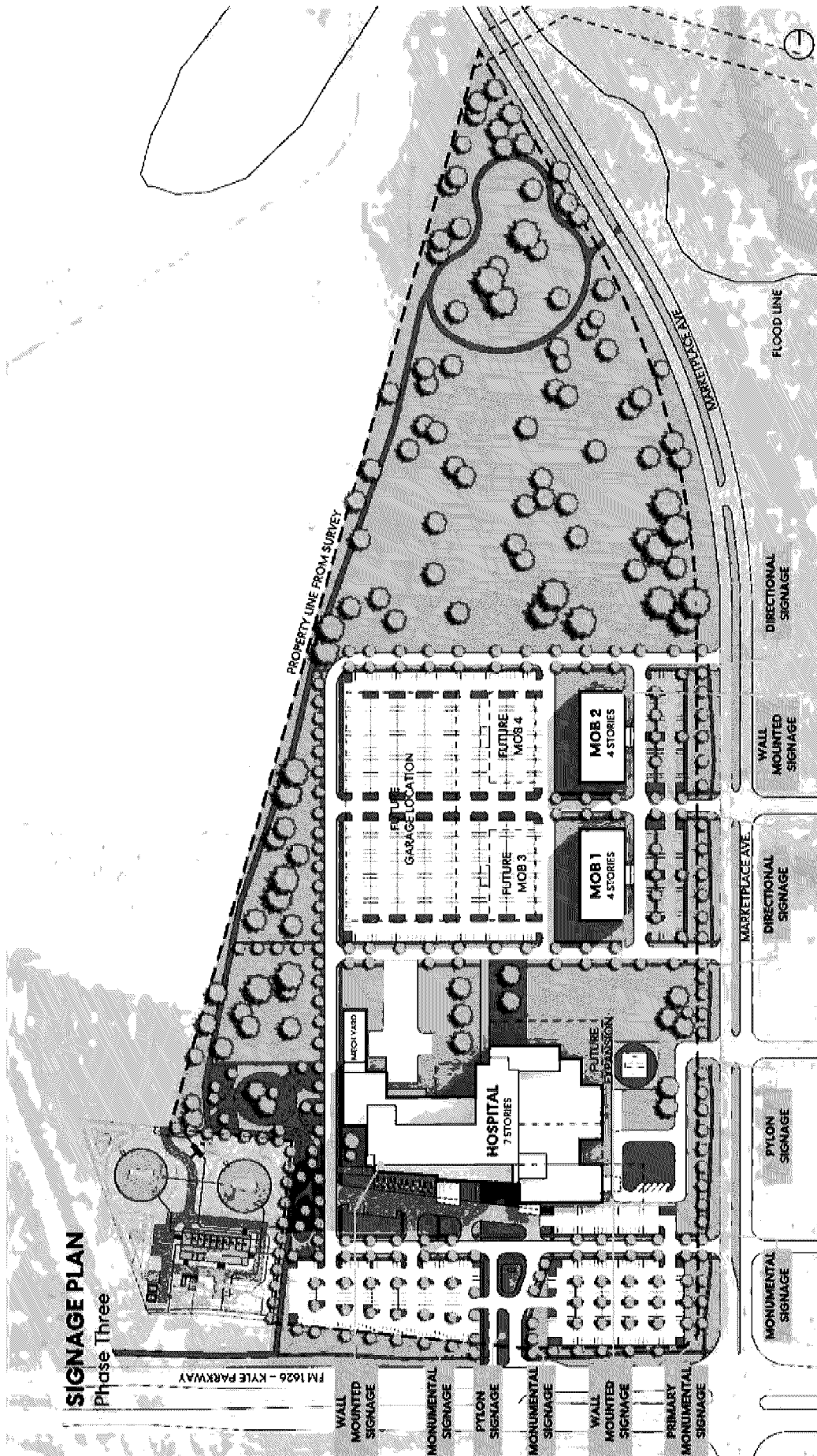


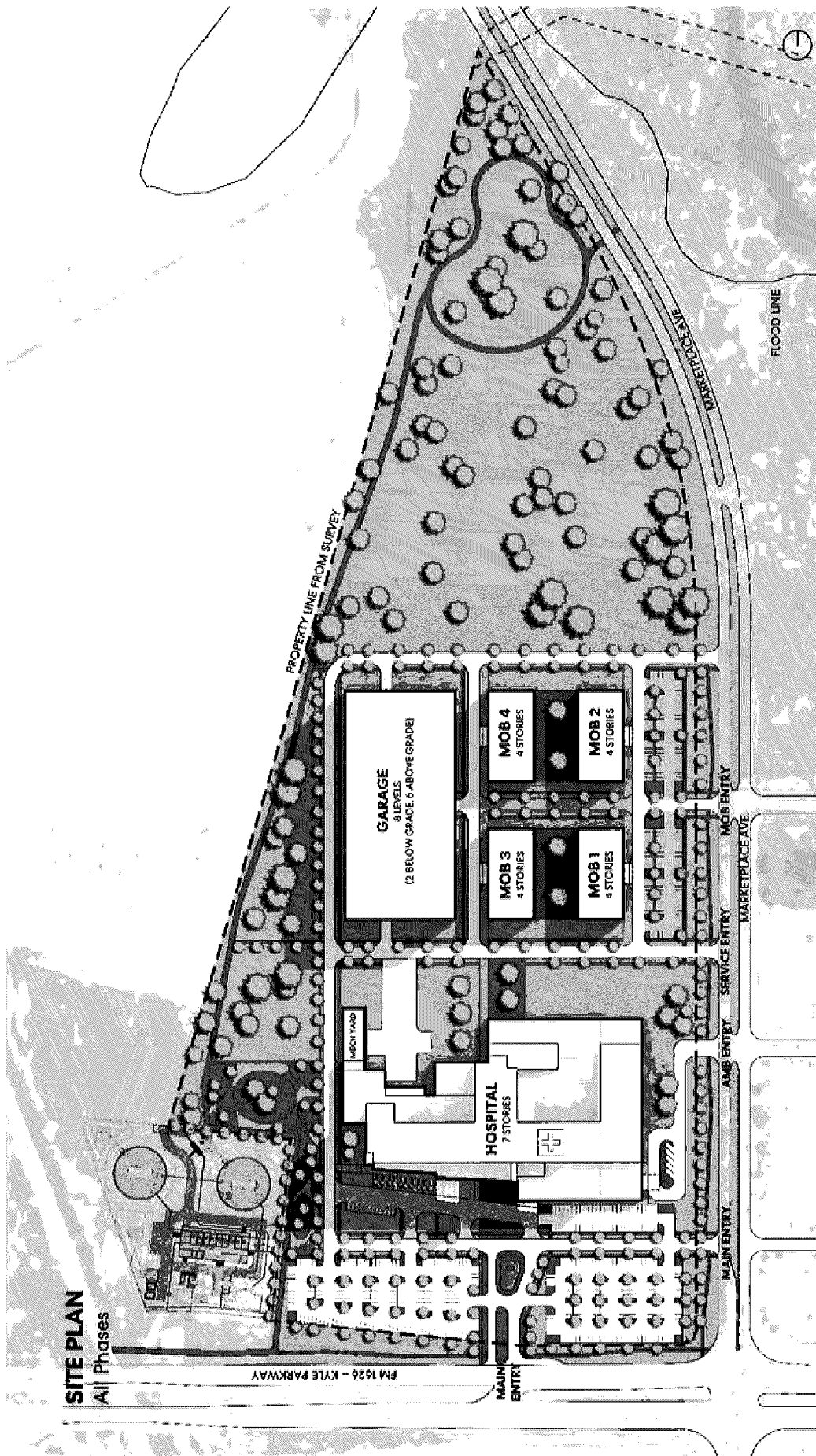




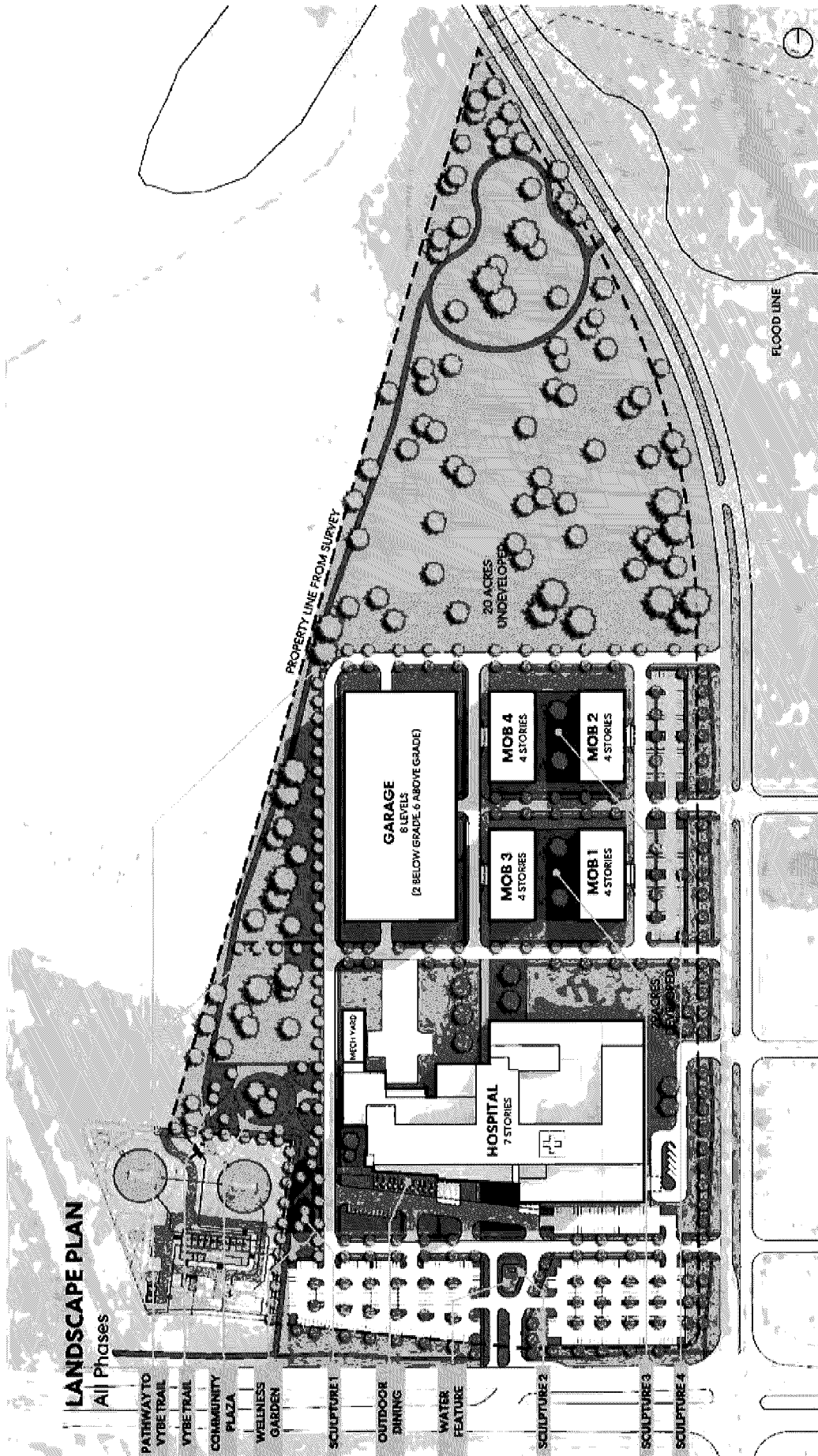






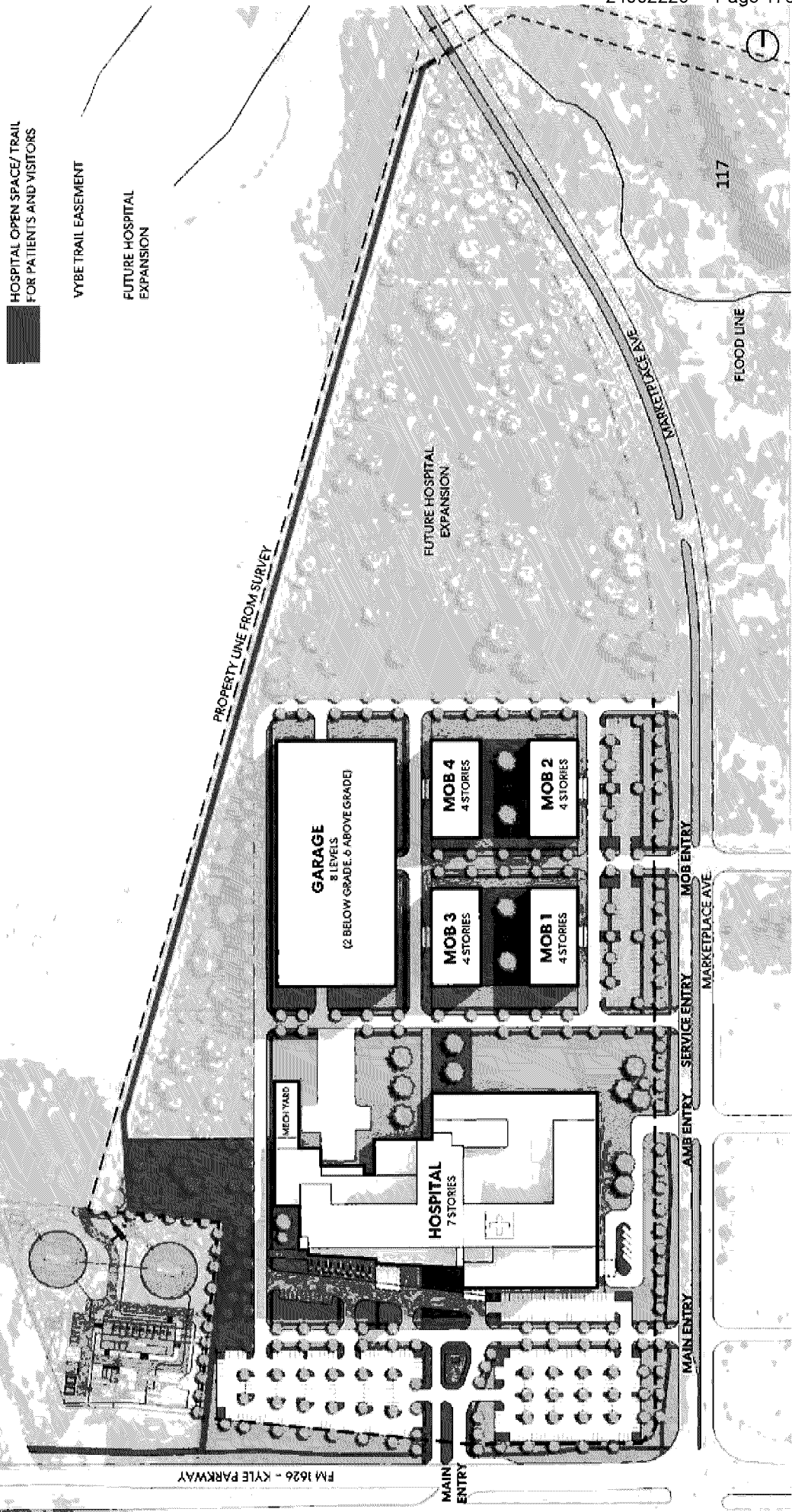


SITE PLAN
All Phases



Exhibits "F-1"
Hospital Campus Land Plan

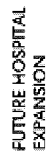
SITE PLAN



Legend:

 HOSPITAL OPEN SPACE/ TRAIL FOR PATIENTS AND VISITORS

 VYBE TRAIL EASEMENT

 FUTURE HOSPITAL EXPANSION

FM 1626 - KYLE PARKWAY

MAIN ENTRY

MAIN ENTRY

AMB ENTRY

SERVICE ENTRY

MOB ENTRY

MARKETPLACE AVE

PROPERTY LINE FROM SURVEY

FUTURE HOSPITAL EXPANSION

BAYVIEW DRIVE

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

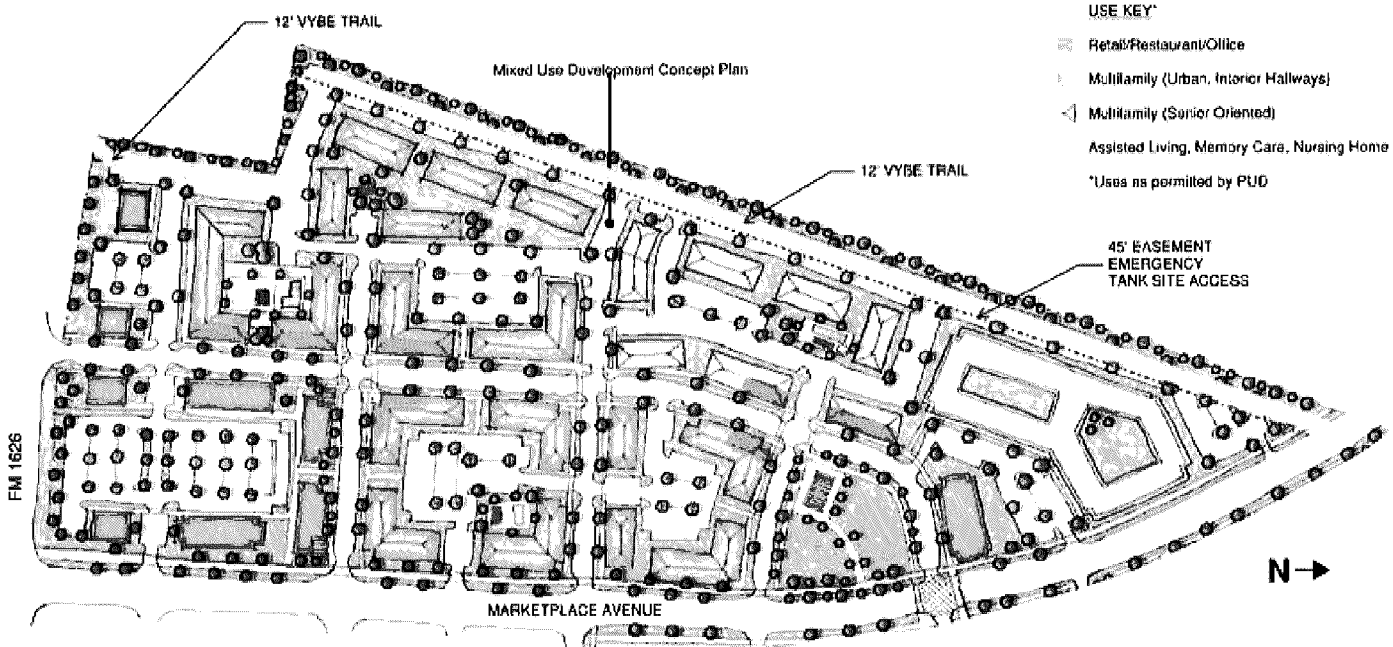


Exhibit "F-4"

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

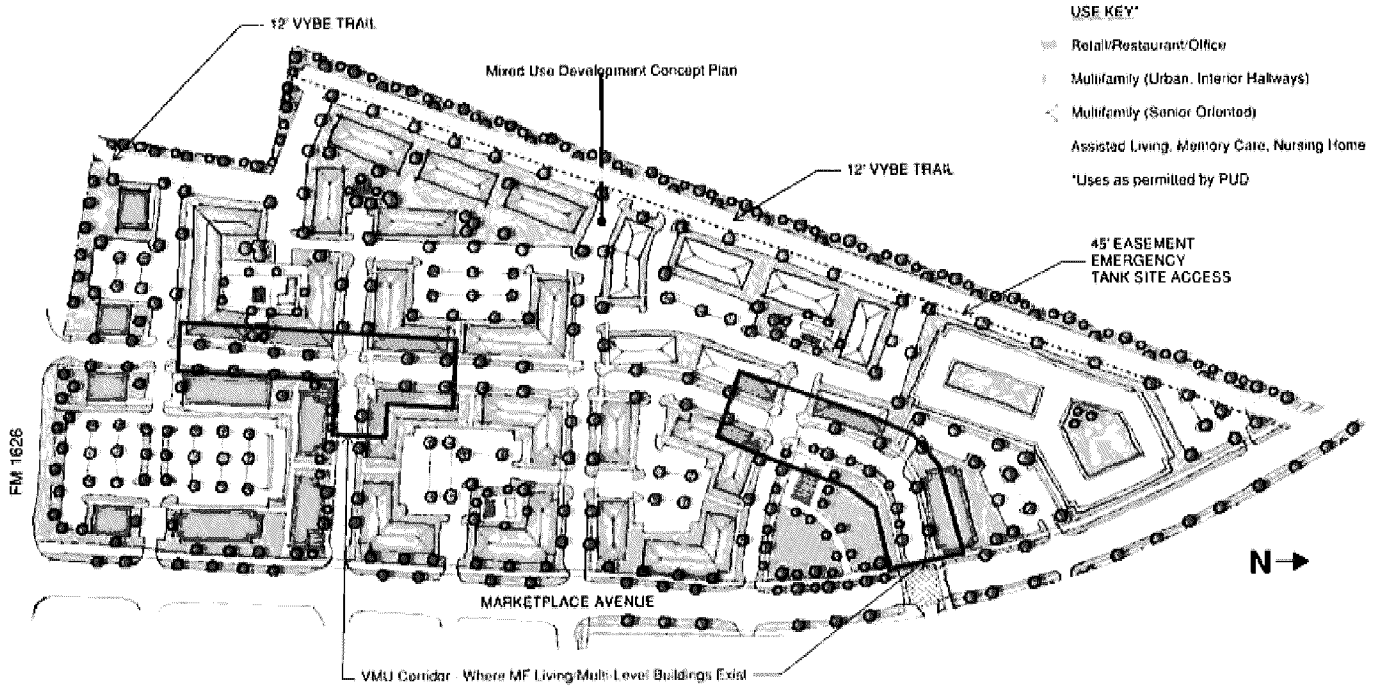
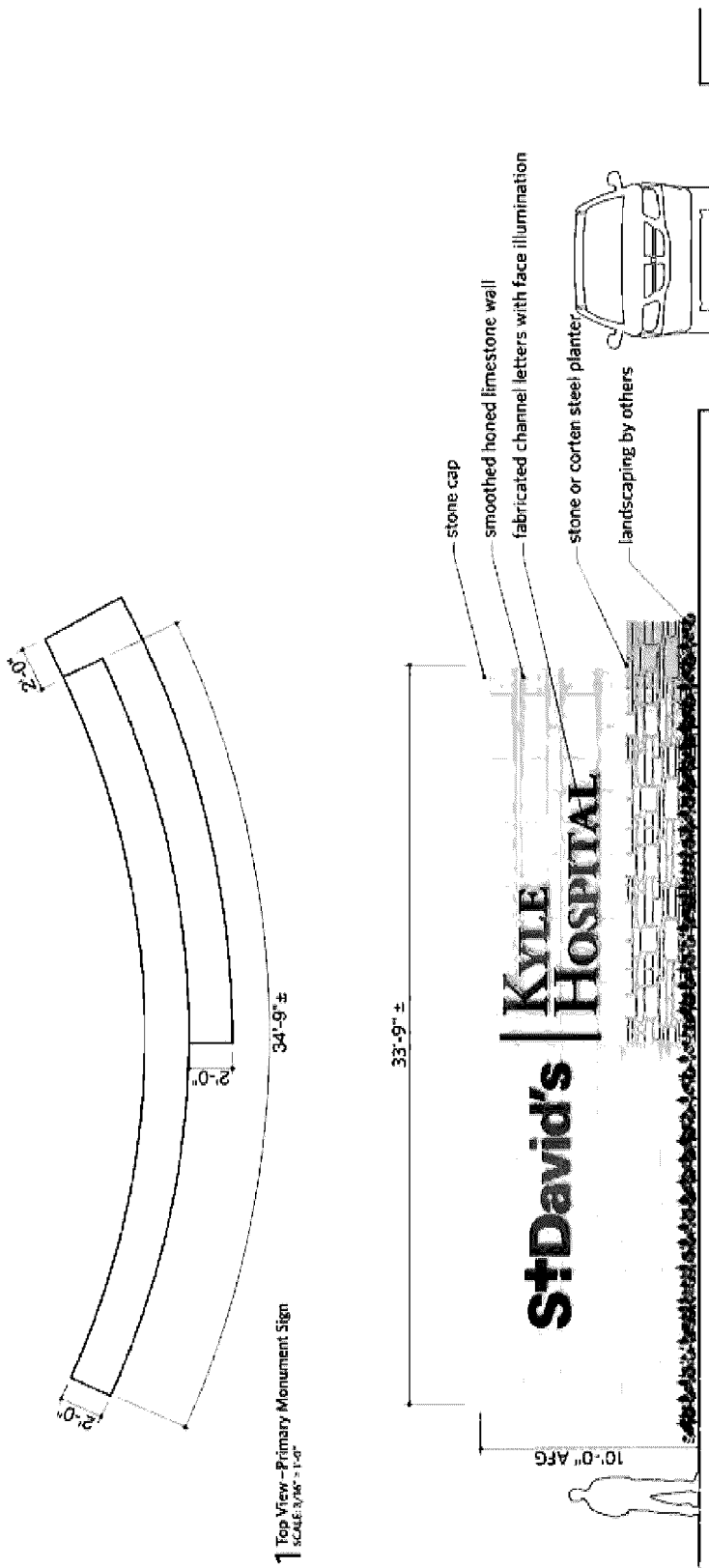


Exhibit "G"
Prohibited Uses

Exhibit G**Hospital Tract Prohibited Uses**

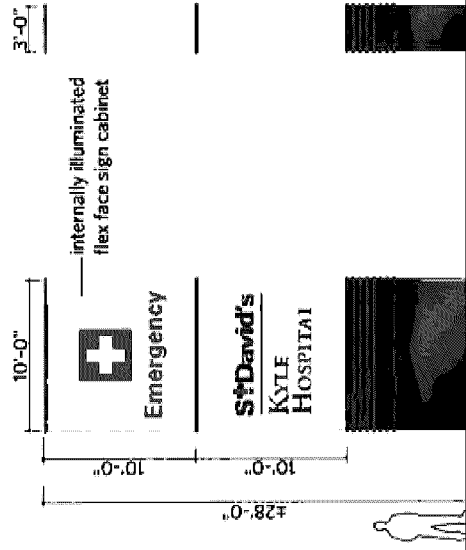
1. Gas Station and Convenience Store-prohibited except one total Gas Station and Convenience Store is allowed for parcels with frontage on I-35. Prohibition does not apply to electric vehicle charging stations, which are allowed without prohibition throughout the Project as amenities/accessory uses or 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



St Davids Healthcare
Kyle, TX PUD Signage
Monument Sign





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

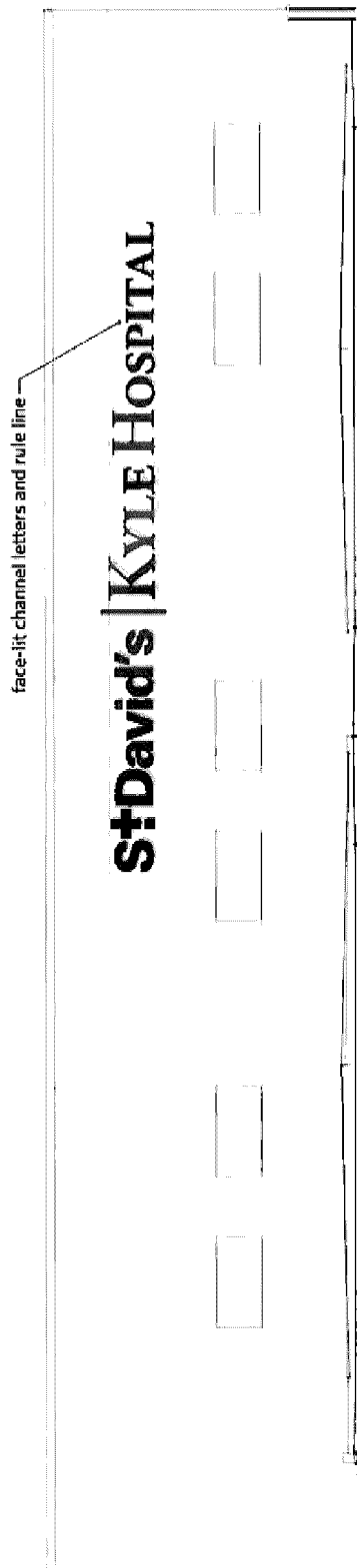
1 Pylon - Front & Back Elevation
SCALE: 3/16" = 1'-0"

SK2
10 OCT 2023
130

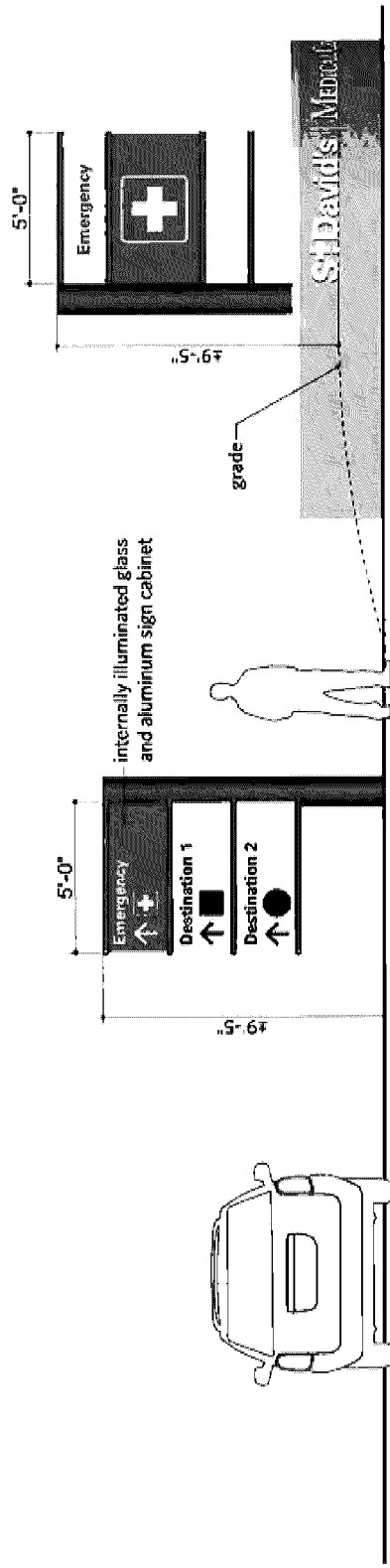
St Davids Healthcare
Kyle, TX PUD Signage
Pylon Sign



SK3
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131



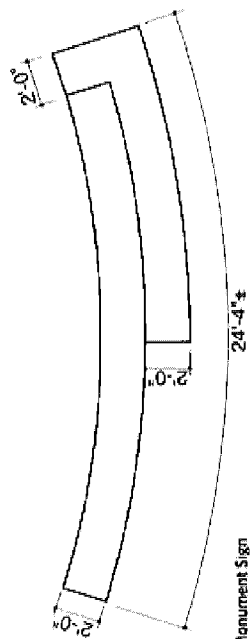
1 Wall Mounted Signage
SCALE: 1/8" = 1'-0"



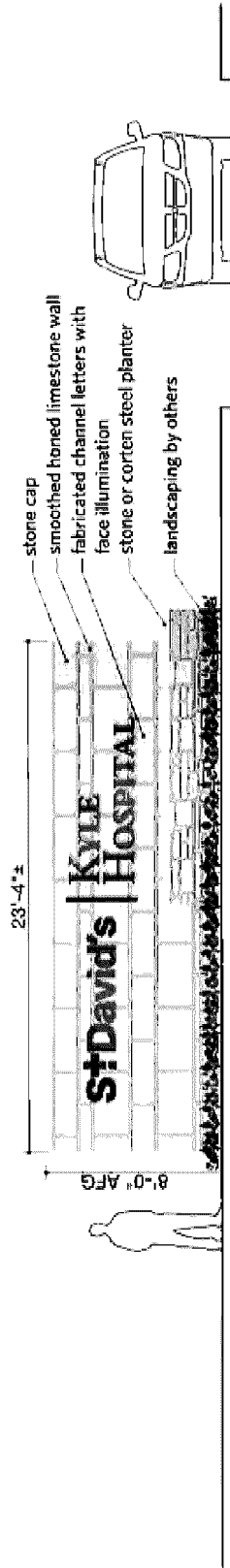
2 Directional and Vehicular Entrance Identification Signage
SCALE: 1/4" = 1'-0"

St Davids Healthcare
Kyle, TX PUD Signage
Wall and Directional Signage





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

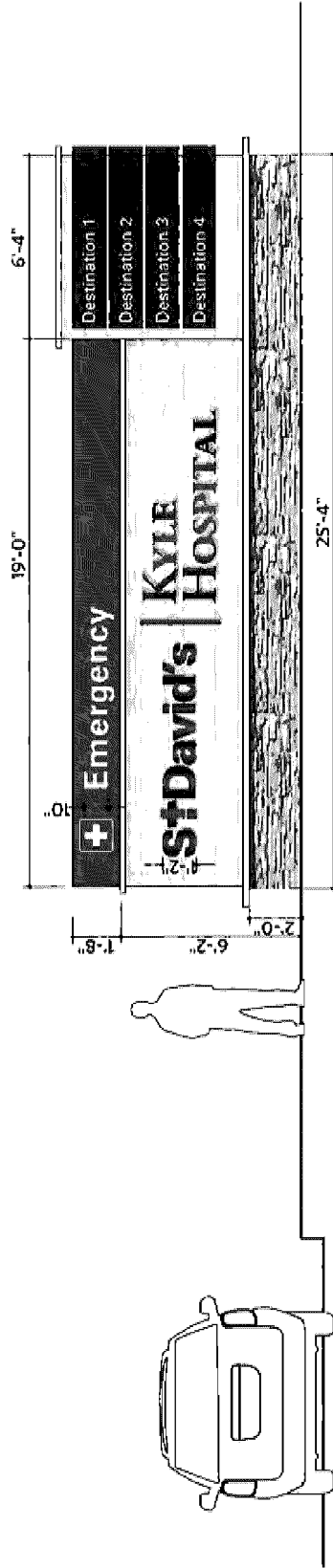


2 Front Elevation - Secondary Monument Sign
SCALE: 3/16" = 1'-0"

St Davids Healthcare
Kyle, TX PUD Signage
Monuments Sign

SK1.1
10 OCT 2023
131





1 Secondary Monument for Entry Medians
SCALE: 1/4" = 1'-0"

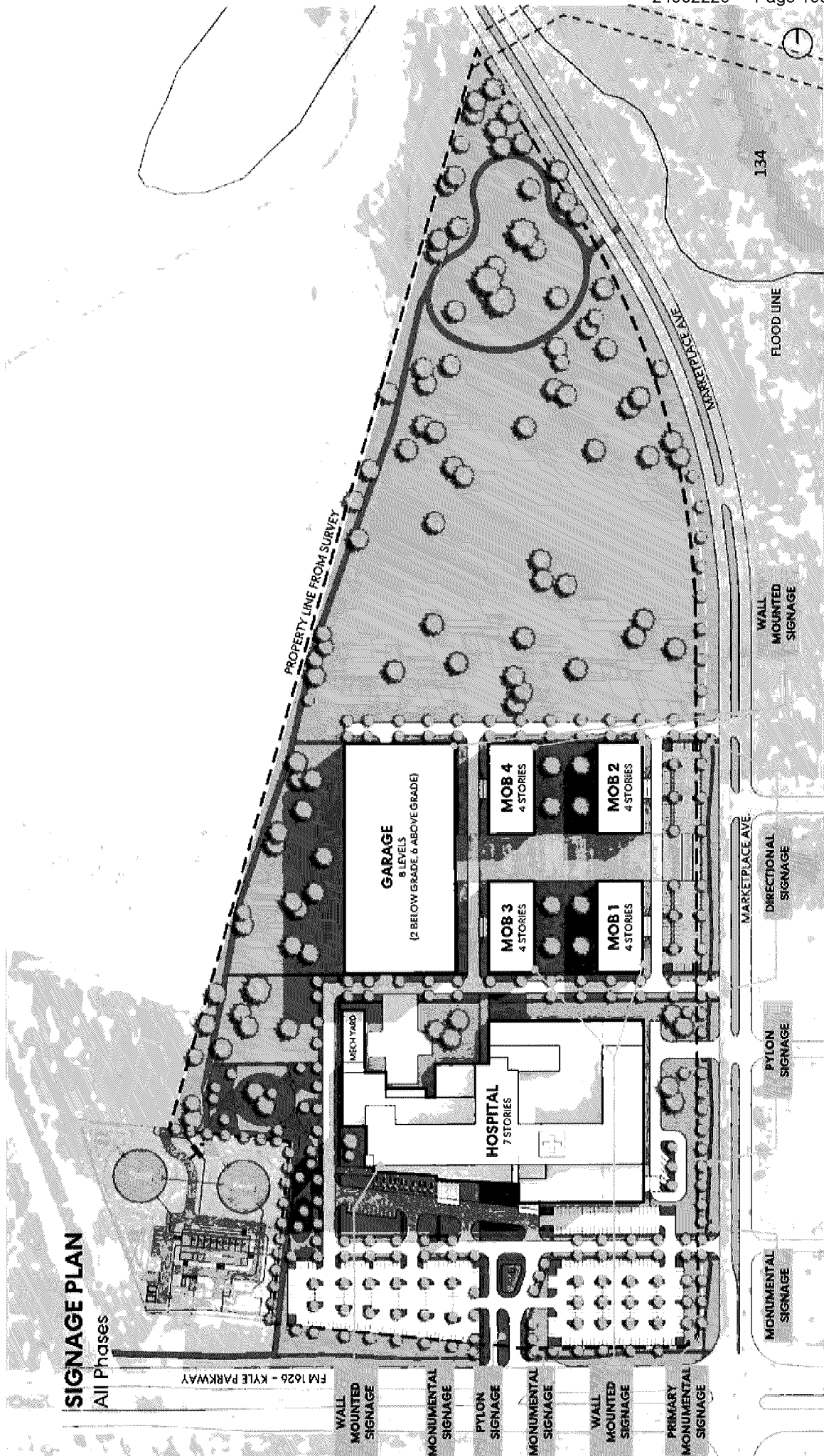


Exhibit "D-1"
Hospital Campus Code Modifications

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>

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

Exhibit D-1
Code Modifications and Waivers
Hospital Tract

			code-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.

Exhibit D-1
Code Modifications and Waivers
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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Exhibit D-1
Code Modifications and Waivers
Hospital Tract

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.

Exhibit D-2
Code Modifications and Waivers

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-2
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

Exhibit D-2
Code Modifications and Waivers

			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>

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

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.

Exhibit D-2
Code Modifications and Waivers

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-2
Code Modifications and Waivers

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.

Exhibit D-2
Code Modifications and Waivers

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-2
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.

Exhibit D-2
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

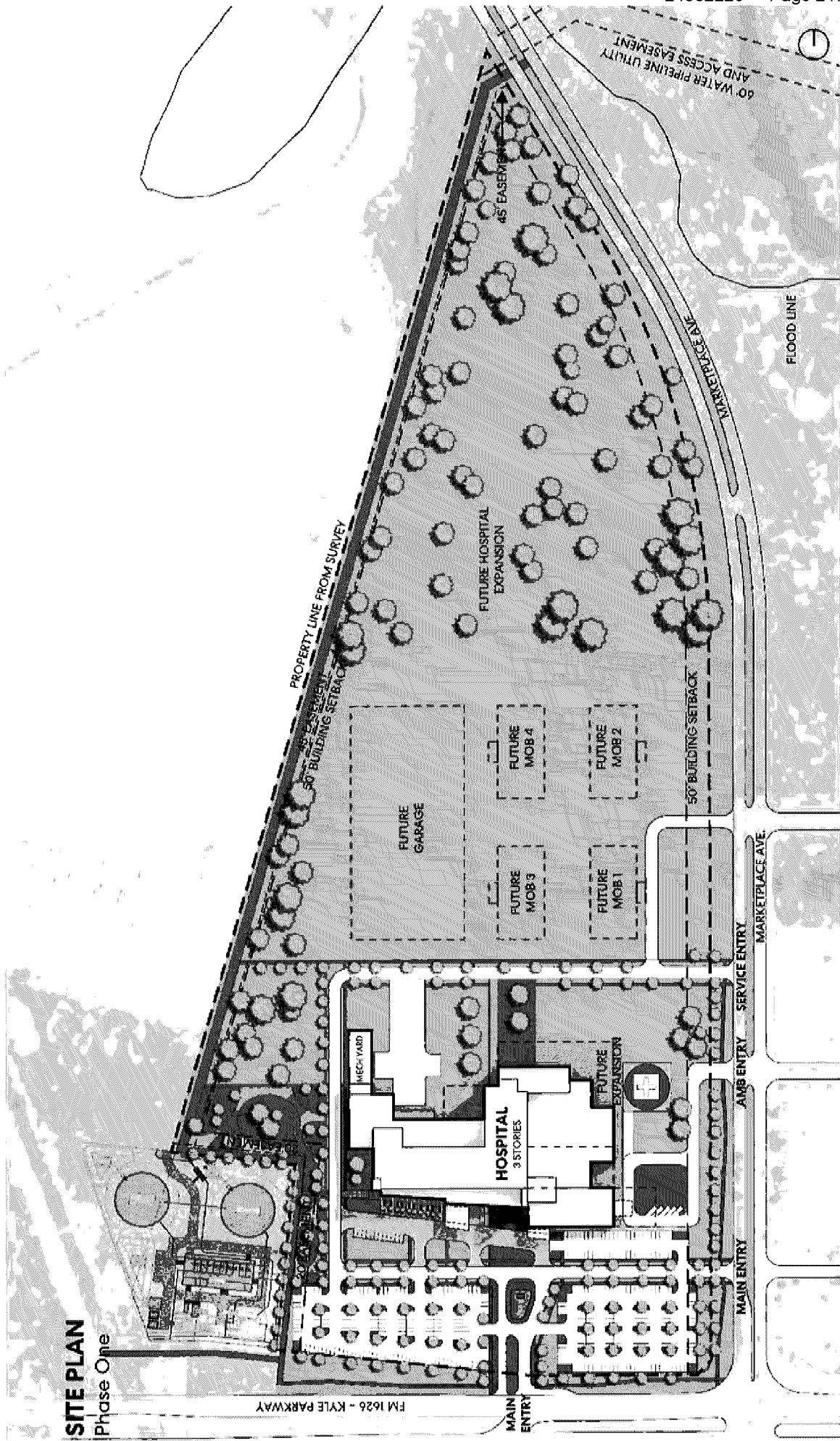
Parkland (41-147)

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



LANDSCAPE PLAN

Phase One

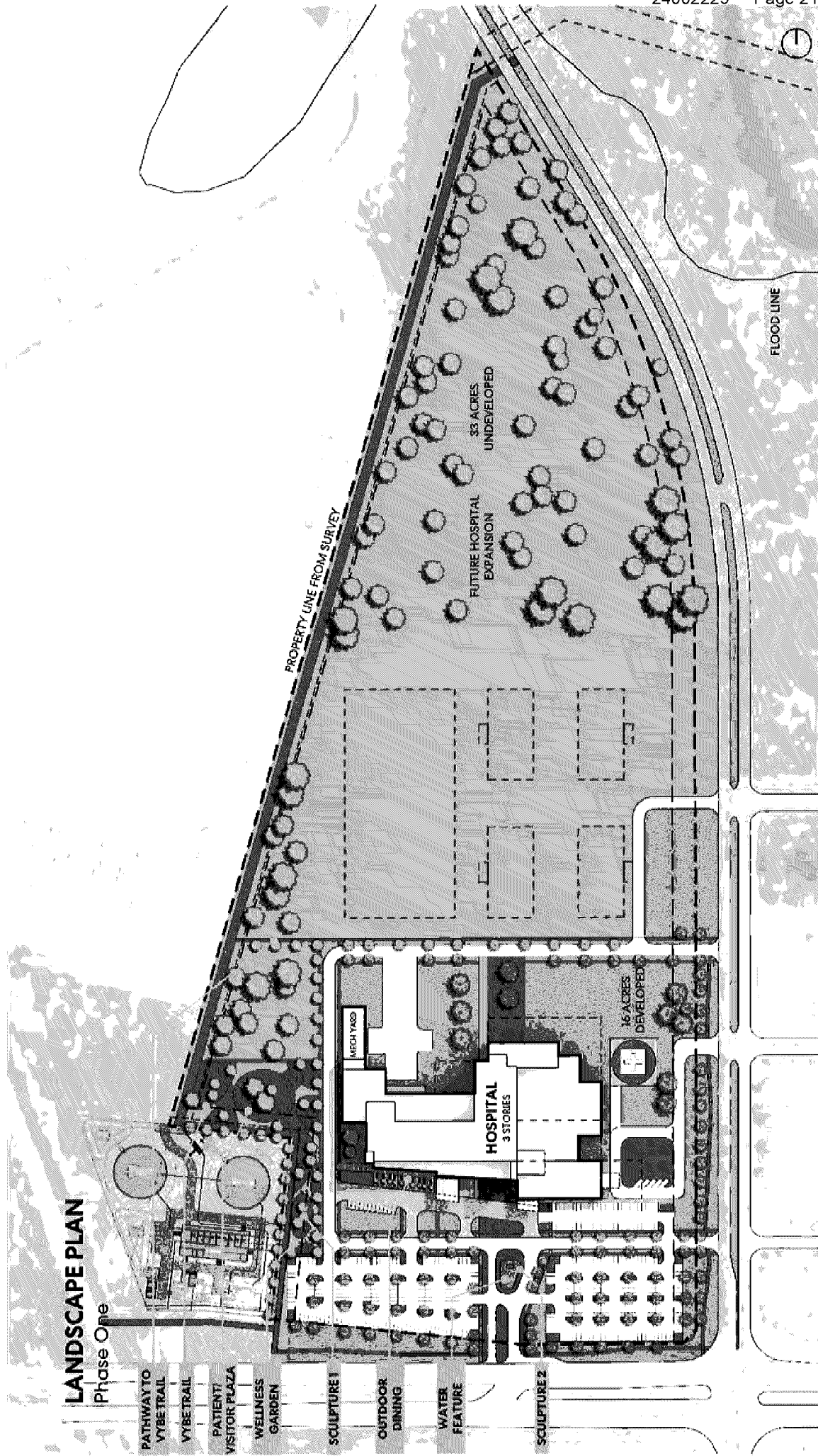
- PATHWAY TO VYBE TRAIL
- VYBE TRAIL
- PATIENT VISITOR PLAZA
- WELLNESS GARDEN

SCULPTURE 1

OUTDOOR DINING

WATER FEATURE

SCULPTURE 2



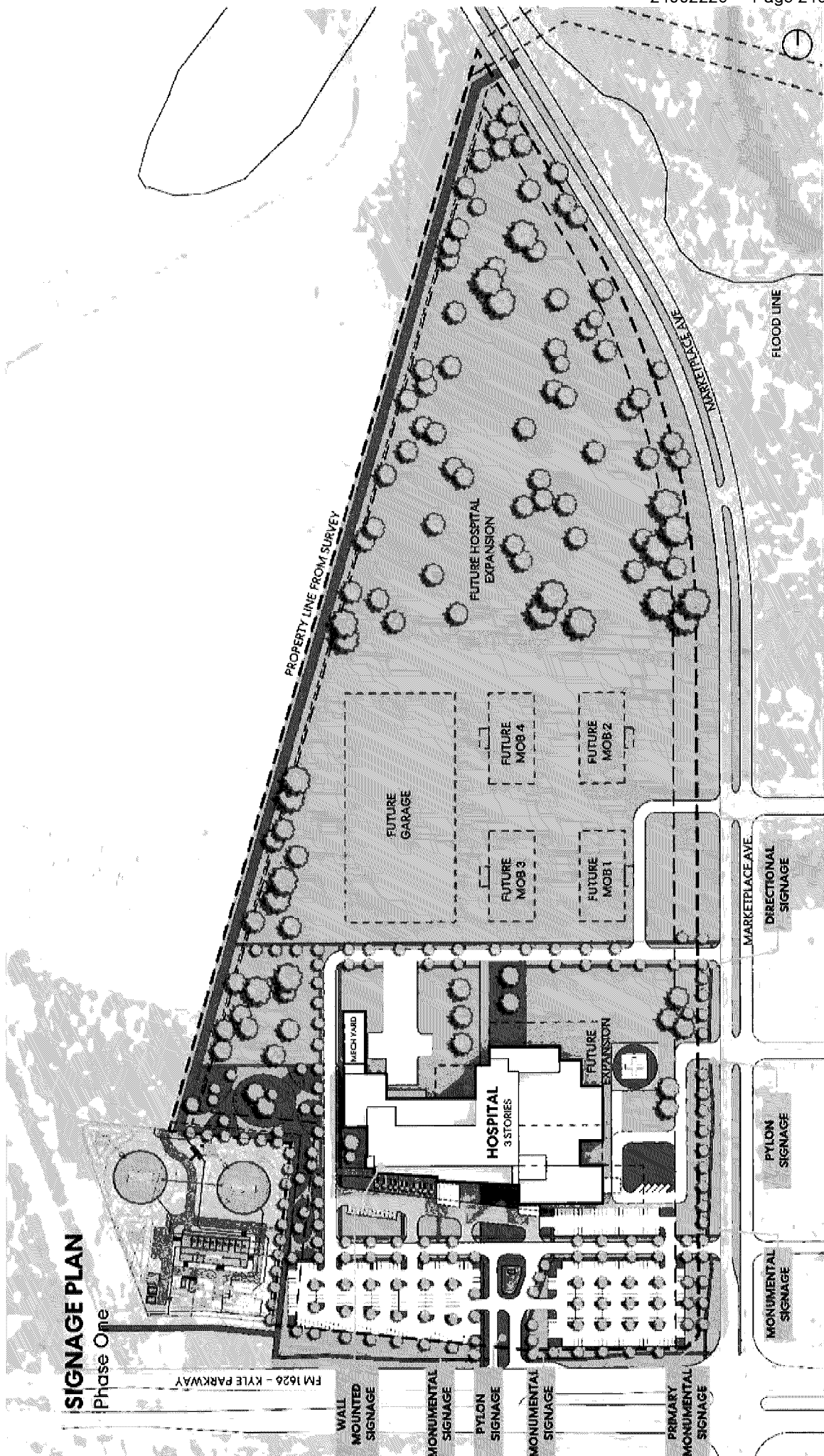
PROPERTY LINE FROM SURVEY

33 ACRES UNDEVELOPED
FUTURE HOSPITAL EXPANSION

16 ACRES DEVELOPED

HOSPITAL
3 STORES

FLOOD LINE



SIGNAGE PLAN

Phase One

FM 1626 - KYLE PARKWAY

WALL MOUNTED SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

MONUMENTAL SIGNAGE

PRIMARY MONUMENTAL SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

DIRECTIONAL SIGNAGE

MARKETPLACE AVE

FLOOD LINE

KYLE PARKWAY

PROPERTY LINE FROM SURVEY

HOSPITAL
3 STORIES

FUTURE
EXPANSION

FUTURE
GARAGE

FUTURE
MOB 4

FUTURE
MOB 2

FUTURE
MOB 3

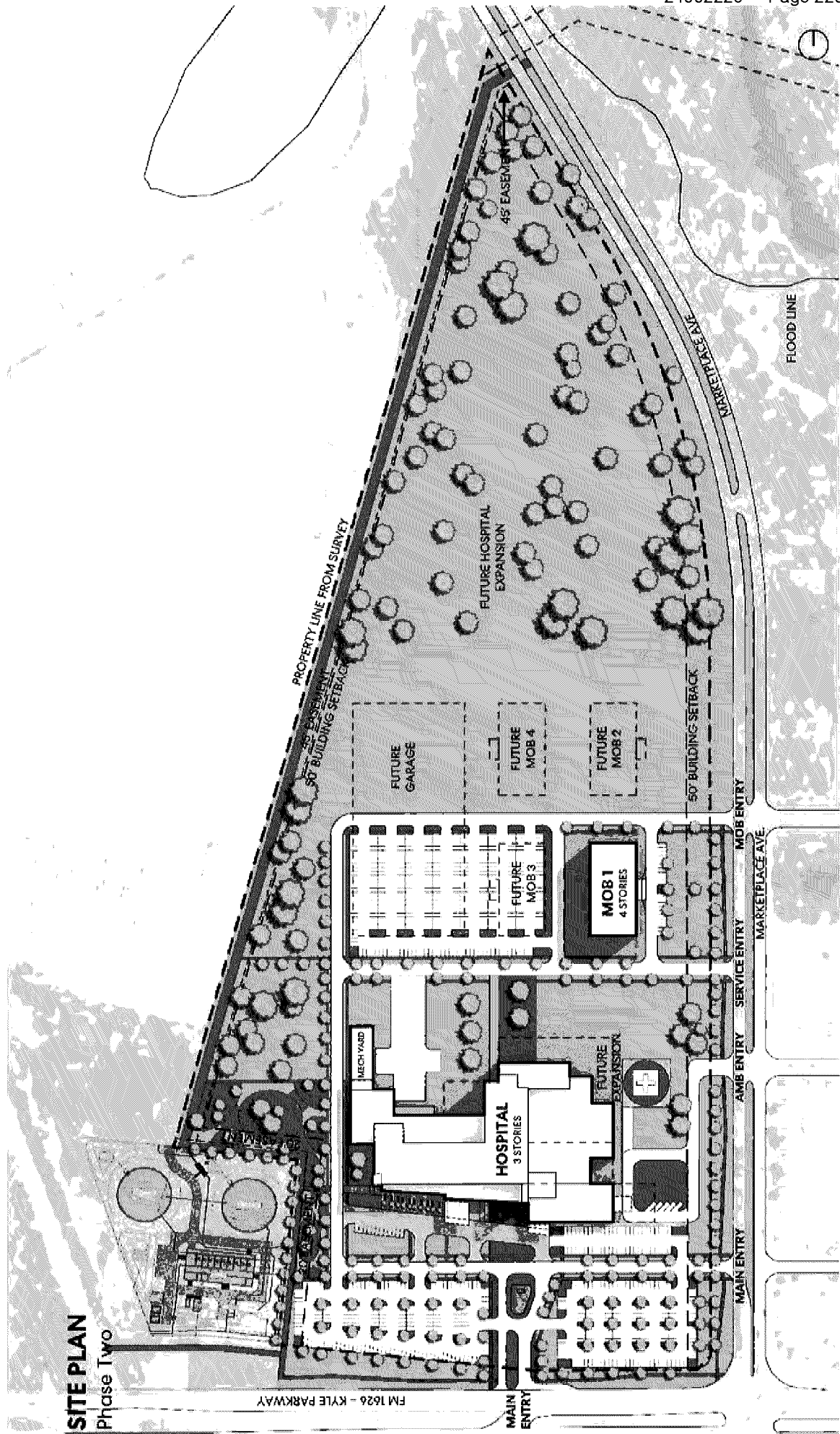
FUTURE
MOB 1

MECH YARD



SITE PLAN

Phase Two



FM 1626 - KYLE PARKWAY

MAIN ENTRY

MAIN ENTRY

AMB ENTRY

SERVICE ENTRY

MOB ENTRY

PROPERTY LINE FROM SURVEY

45' EASEMENT
50' BUILDING SETBACK

FUTURE GARAGE

FUTURE MOB 4

FUTURE MOB 2

HOSPITAL
3 STORIES

MOB 1
4 STORIES

FUTURE MOB 3

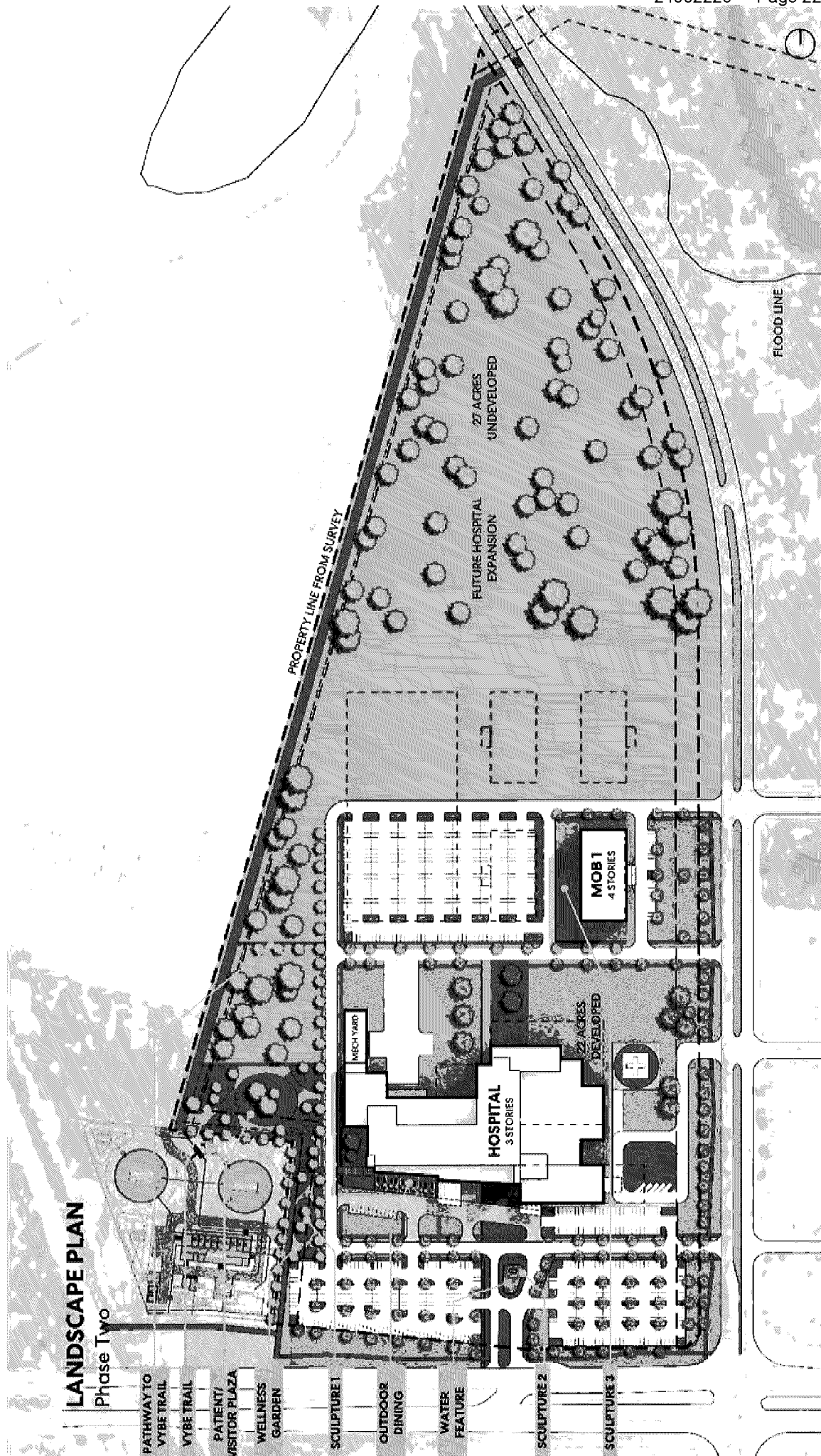
FUTURE EXPANSION

FUTURE HOSPITAL EXPANSION

MARKETPLACE AVE

FLOOD LINE

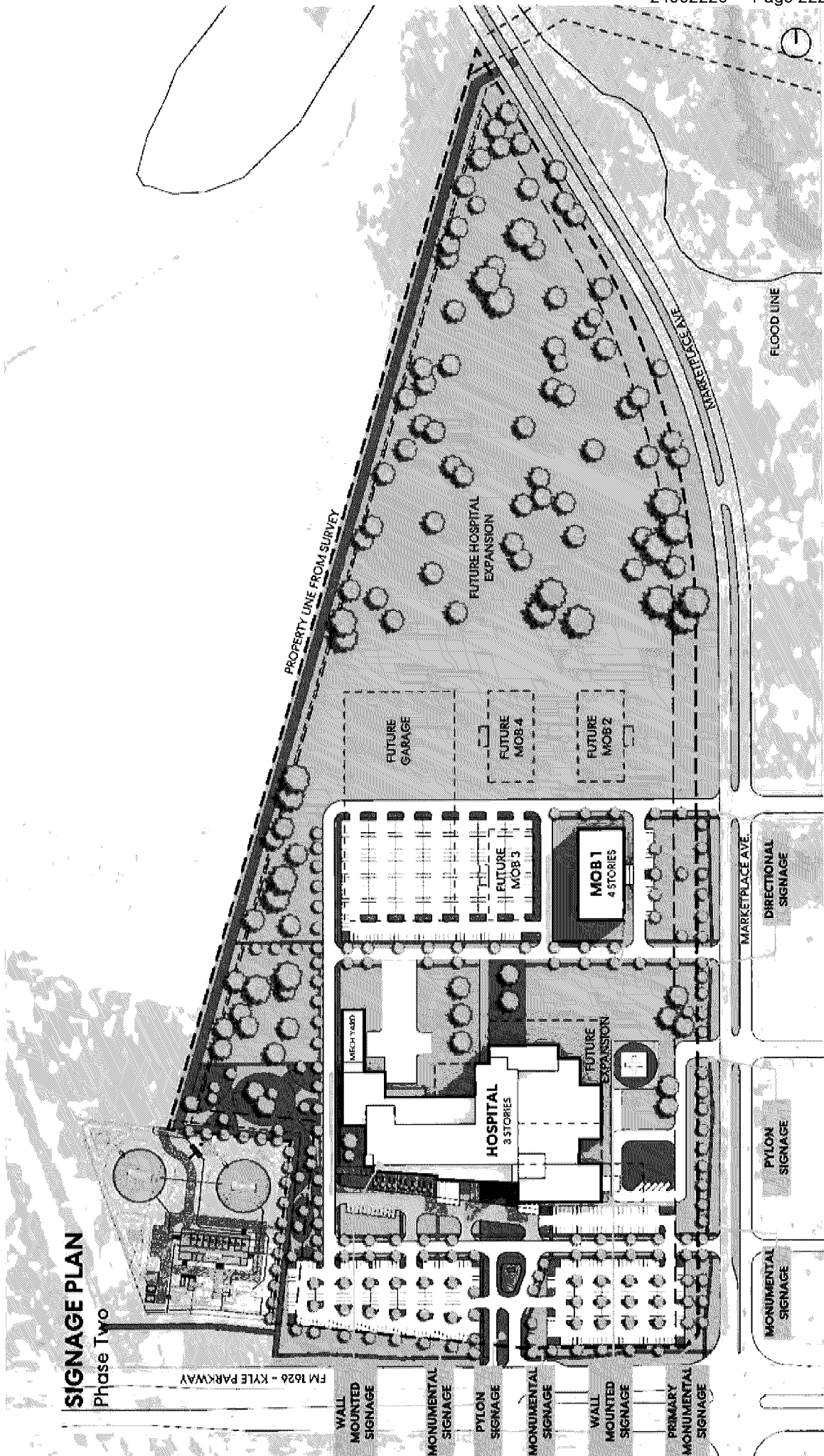




SIGNAGE PLAN

Phase Two

FM 1926 - KYLE PARKWAY



- WALL MOUNTED SIGNAGE
- MONUMENTAL SIGNAGE
- PYLON SIGNAGE
- MONUMENTAL SIGNAGE
- WALL MOUNTED SIGNAGE
- PRIMARY MONUMENTAL SIGNAGE

- MONUMENTAL SIGNAGE
- PYLON SIGNAGE
- DIRECTIONAL SIGNAGE

PROPERTY LINE FROM SURVEY

FUTURE HOSPITAL EXPANSION

FUTURE GARAGE

FUTURE MOB 4

FUTURE MOB 2

HOSPITAL 3 STORIES

MOB 1 4 STORIES

FUTURE MOB 3

FUTURE EXPANSION

MECH YARD

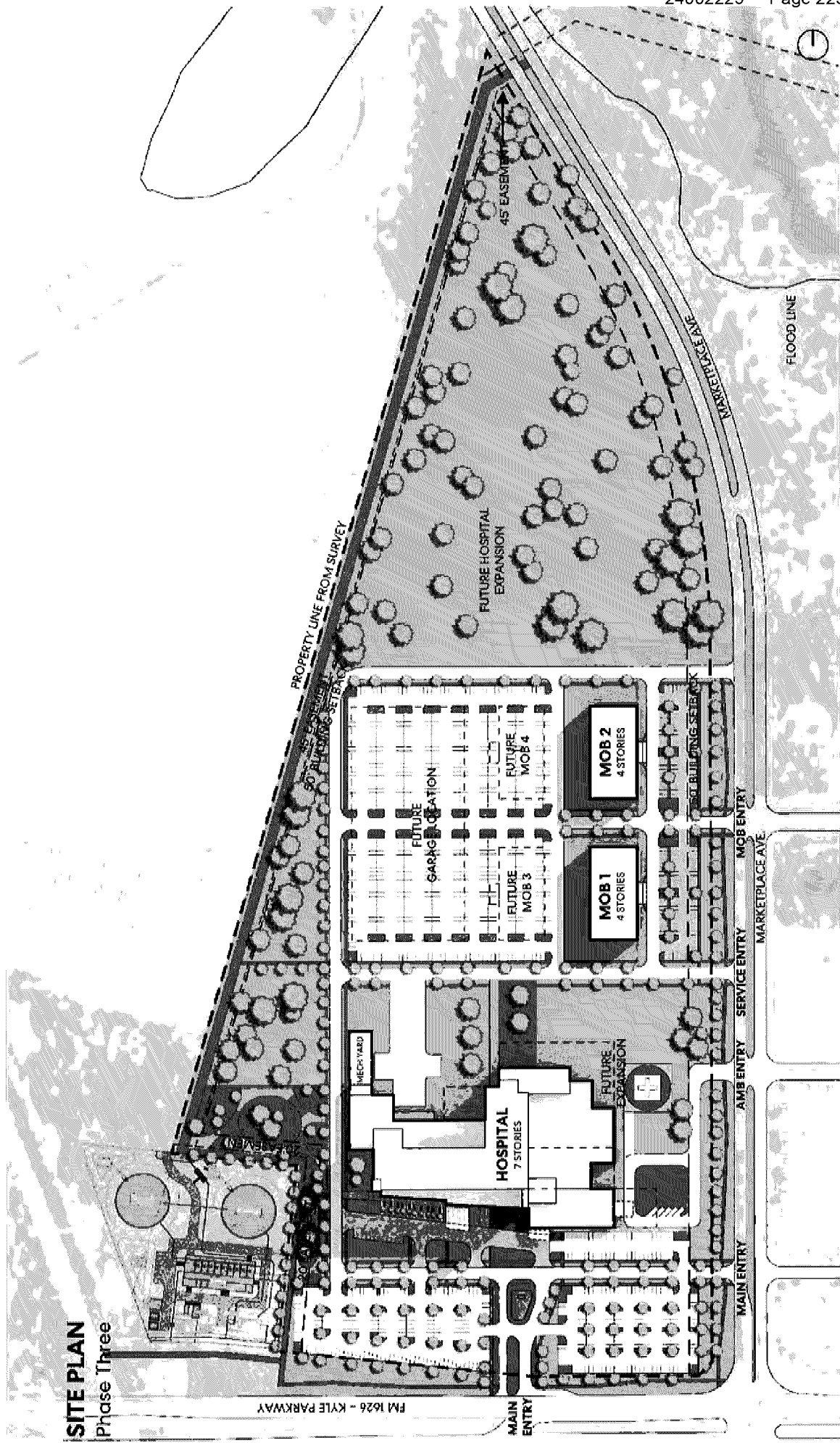
MARKETPLACE AVE.

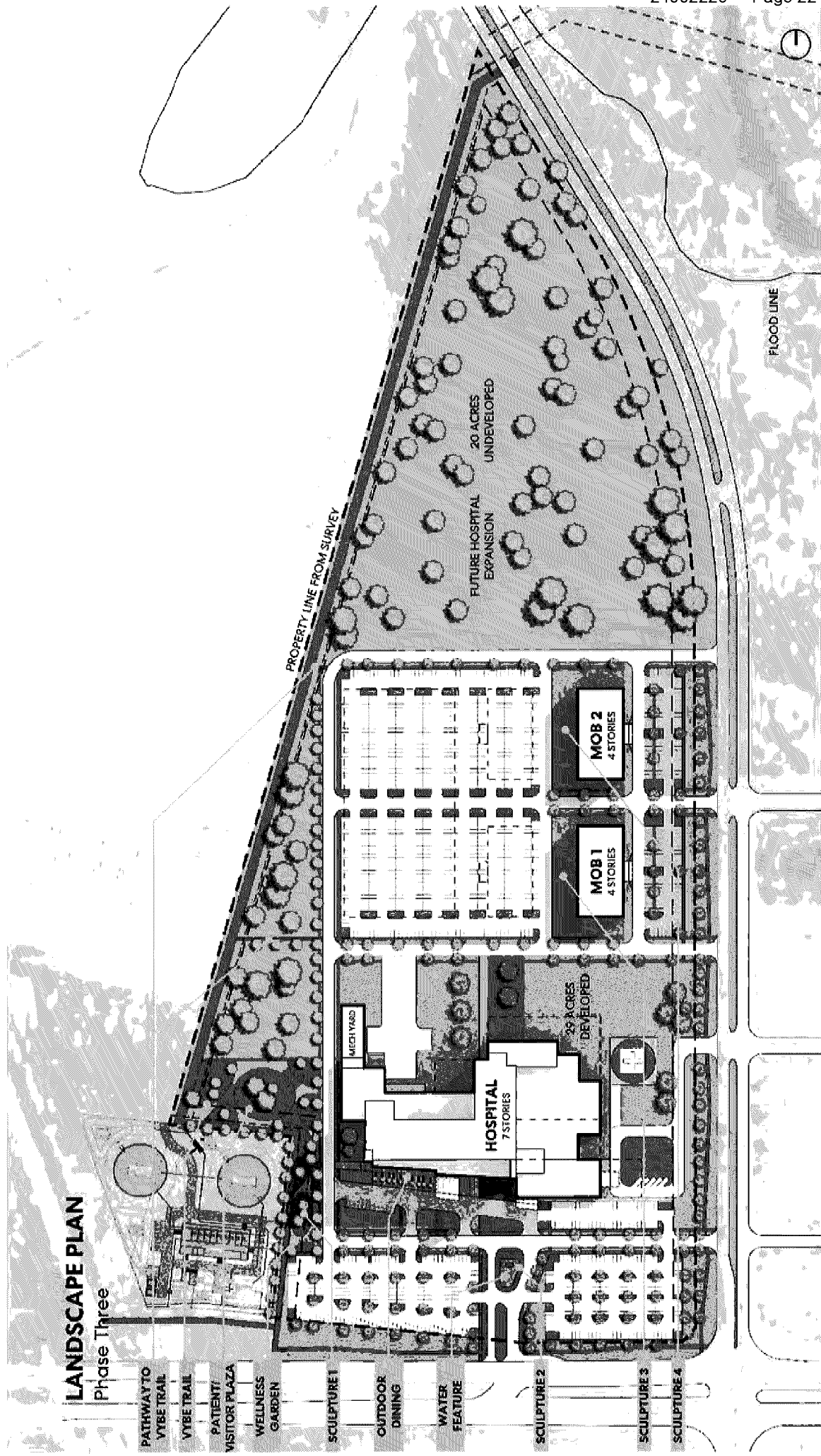
MARKETPLACE AVE

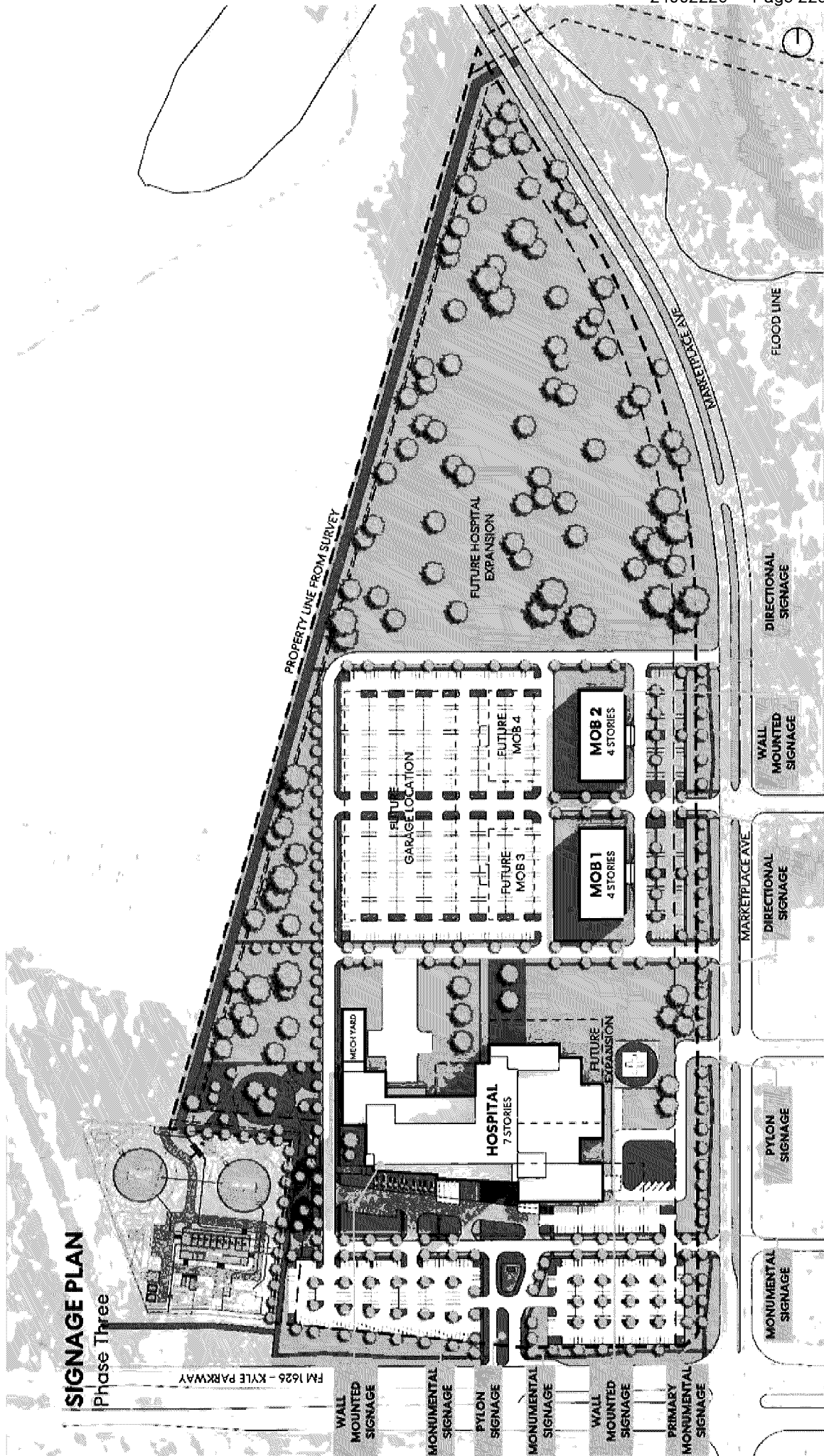
FLOOD LINE



SITE PLAN
Phase Three







SIGNAGE PLAN

Phase Three

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
- WALL MOUNTED SIGNAGE
- DIRECTIONAL SIGNAGE

- DIRECTIONAL SIGNAGE
- FLOOD LINE

LANDSCAPE PLAN

All Phases

- PATHWAY TO VYBE TRAIL
- VYBE TRAIL
- PATIENT VISITOR PLAZA
- WELLNESS GARDEN
- SCULPTURE 1
- OUTDOOR DINING
- WATER FEATURE
- SCULPTURE 2
- SCULPTURE 3
- SCULPTURE 4

PROPERTY LINE FROM SURVEY

20 ACRES UNDEVELOPED

FUTURE HOSPITAL EXPANSION

FLOOD LINE

GARAGE

8 LEVELS
(2 BELOW GRADE & ABOVE GRADE)

MOB 3

4 STORIES

MOB 1

4 STORIES

MOB 4

4 STORIES

MOB 2

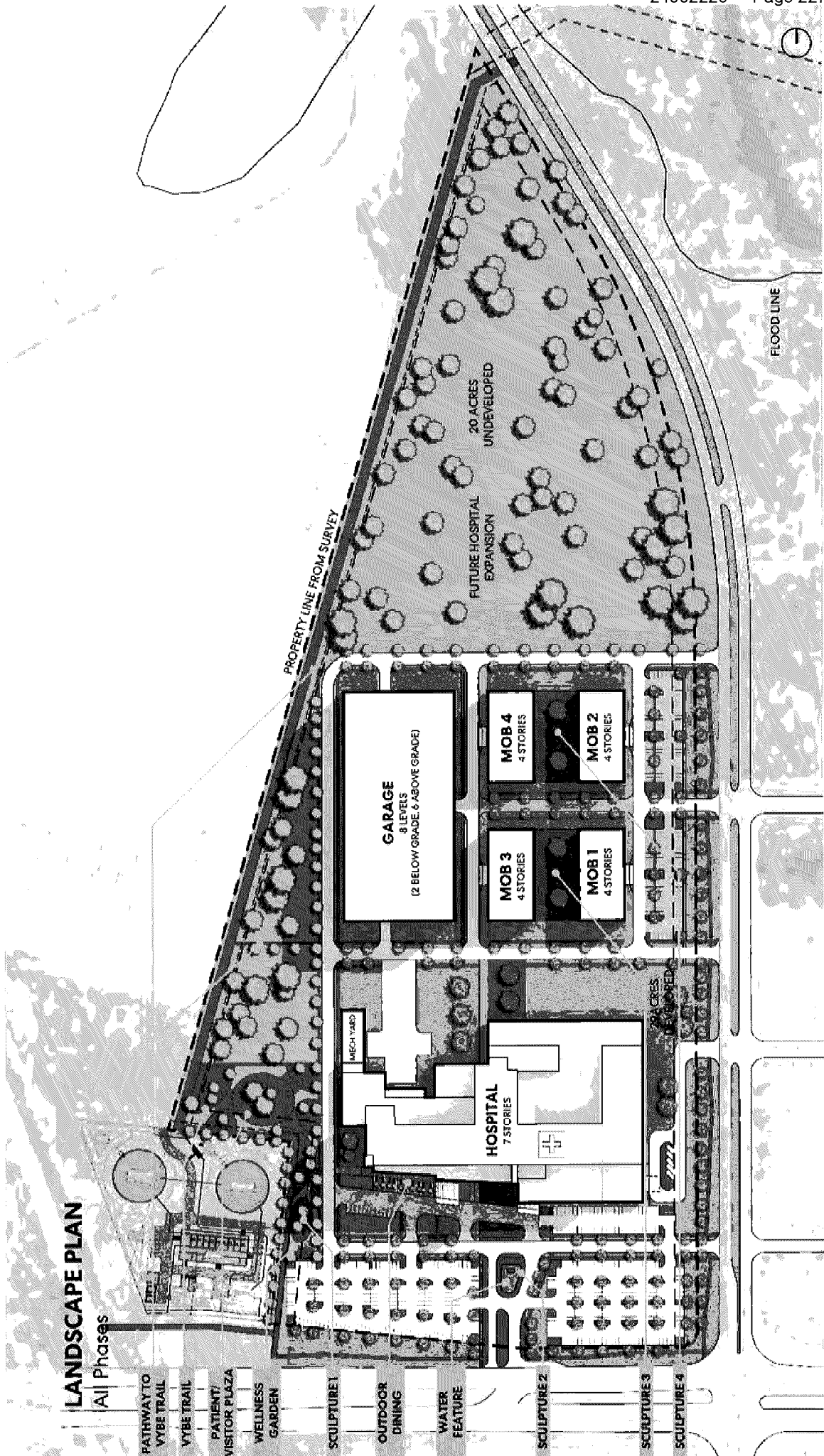
4 STORIES

HOSPITAL

7 STORIES

MECH YARD

20 ACRES UNDEVELOPED



SIGNAGE PLAN

All Phases

FM 1626 - KYLE PARKWAY

PROPERTY LINE FROM SURVEY

FUTURE HOSPITAL EXPANSION

MARKETPLACE AVE

FLOOD LINE

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

MOB 4
4 STORIES

MOB 2
4 STORIES

MOB 3
4 STORIES

MOB 1
4 STORIES

HOSPITAL
7 STORIES

MECH YARD

WALL MOUNTED SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

MONUMENTAL SIGNAGE

WALL MOUNTED SIGNAGE

PRIMARY MONUMENTAL SIGNAGE

MONUMENTAL SIGNAGE

PYLON SIGNAGE

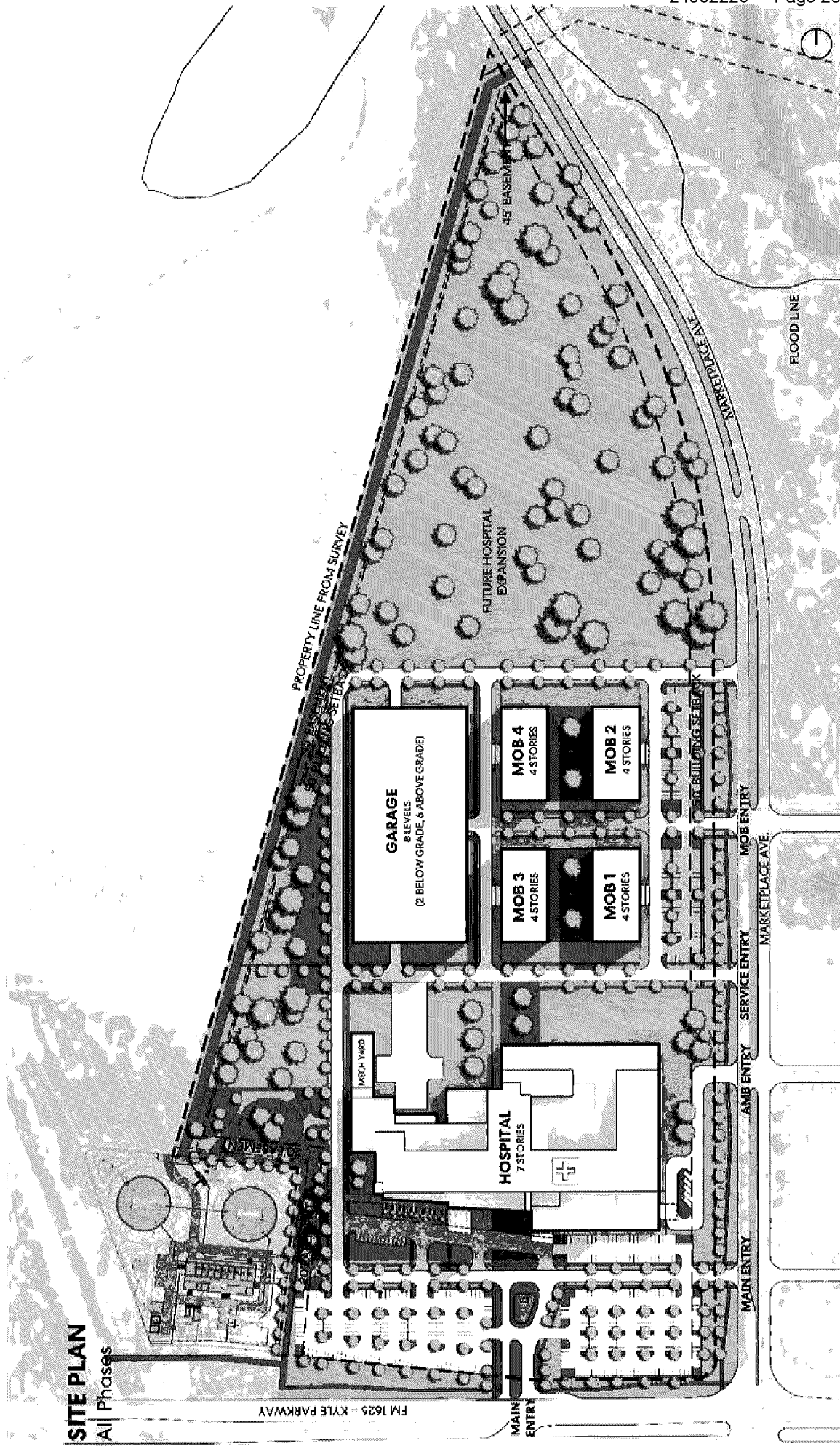
DIRECTIONAL SIGNAGE

WALL MOUNTED SIGNAGE



Exhibit "F-1"
Hospital Campus Land Plan

SITE PLAN
All Phases



FM 1626 - KYLE PARKWAY

Exhibit "F-2"
Hospital Campus Project Density

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

MOB 1: 4 floors with total gross floor area of 80,000 square feet;

MOB 2: 4 floors with total gross floor area of 80,000 square feet;

MOB 3: 4 floors with total gross floor area of 80,000 square feet; and

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

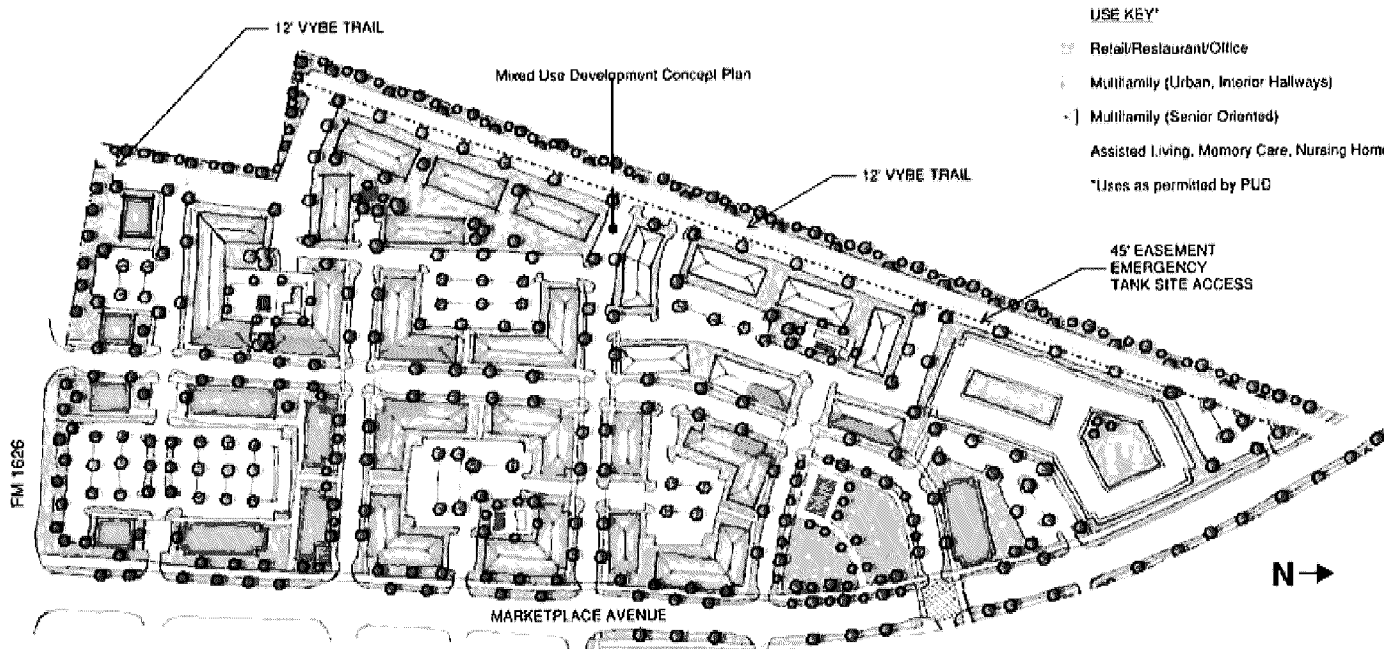


Exhibit F-4
Mixed Use Development Project Density

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

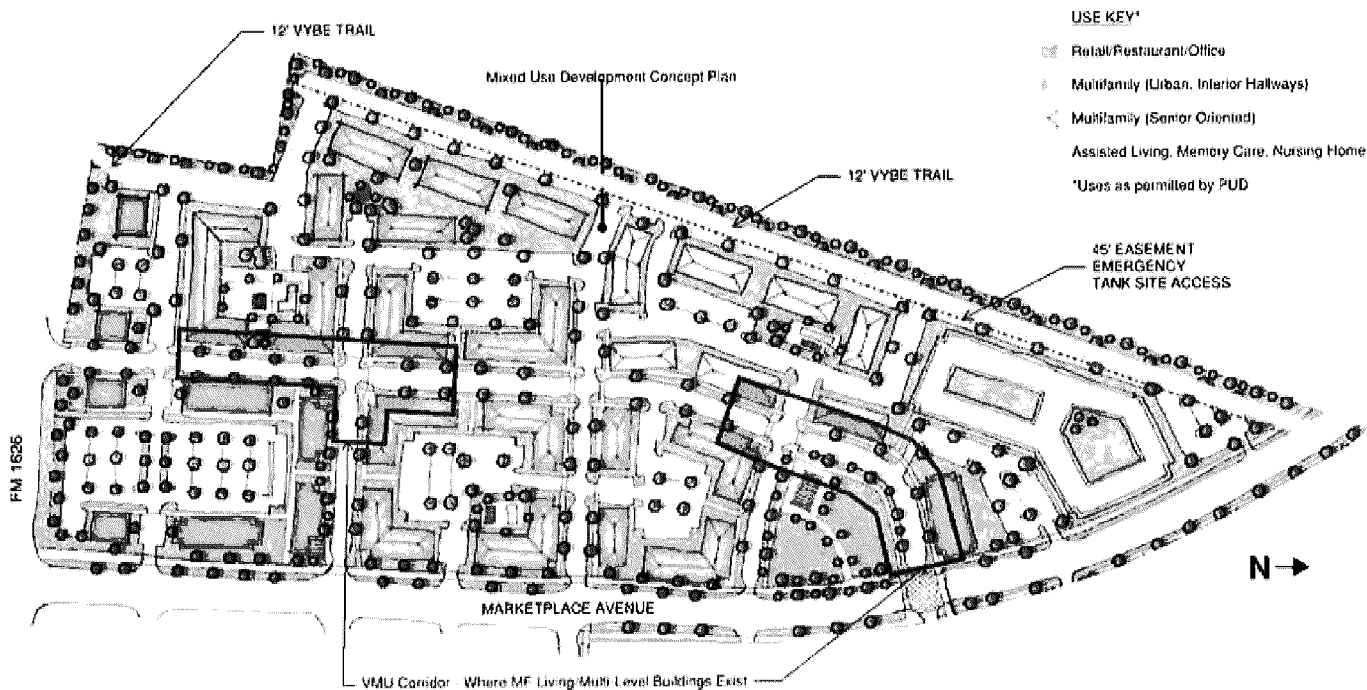


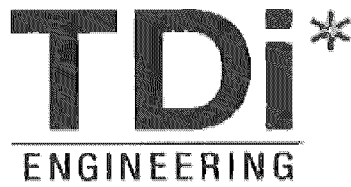
Exhibit G
Prohibited Uses

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 H
Utility Demand Calculations for Mixed Use Development of Hospital Tract



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

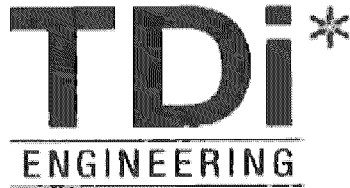
Utility Demand Calculations - Hospital Tract - Mixed Use Development

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"
Utility Demand Calculations for Hospital Campus-Hospital Tract



Project: Kyle Marketplace
Utility Demand Calculations
Date: 10/31/2023

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	500	500
Hospital/West Tract	Phase 2	0	500
Hospital/West Tract	Phase 3	367	867
			867

Phased Utility Demand Calculations - Hospital Tract - Hospital Campus

Year	Subtotal	Cumulative Total
2026	500	500
2027	0	500
2028	0	500
2029	0	500
2030	0	500
2031	0	500
2032	0	500
2033	0	500
2034	0	500
2035	0	500
2036	367	867
2037	0	867
2040	0	867
		867

Exhibit I
Form of Vybe Trail Easement

RECREATIONAL TRAIL AND ACCESS EASEMENT

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

GRANTOR: _____
 a _____

Grantor’s Mailing Address _____

GRANTEE: **City of Kyle, Texas**

Grantee’s Mailing Address 1700 Kohlers Crossing
 Kyle, TX 78640
 Hays County

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, SELLS, and CONVEYS to Grantee a perpetual easement over, upon and across the property described on **Exhibit “A”** (the “**Easement Property**”) attached hereto and incorporated herein by reference, for the purposes of (collectively, the “**Easement**”):

- (i) constructing, maintaining, operating, repairing, removing, replacing and upgrading a hike and bike recreational trail within the Easement Property (the “**Trail Improvements**”);
- (ii) pedestrian, bicycle and golf cart access upon and across the Trail Improvements for recreational purposes; and
- (iii) with the exception of bicycles and golf carts, motorized vehicle access within the Easement Property for the limited purpose of emergency ingress, emergency egress and emergency access to Grantee’s water supply facility located at the westerly end of the Easement Property; provided, however, for clarification, no other motorized vehicle usage is permitted under the Easement granted herein.

Grantor binds Grantor and Grantor’s successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

Grantor and Grantee agree that the Easement herein granted is subject to the following covenants, conditions, and restrictions:

1. No improvements of any kind shall be constructed on the Easement Property by Grantee, except for the Trail Improvements. The Trail Improvements (a) shall consist only of a path, trail and/or bikeway, asphalt roadway, and related signage, landscaping, irrigation and lighting, (b) shall not include any vertical structures or occupiable improvements, and (c) up to twenty (20) feet may be constructed only of materials which are considered "impervious cover" under the City of Kyle Code of Ordinances. No Trail Improvements shall be constructed or installed in the Easement Property without Grantor's prior written approval of the plans and specifications for the proposed Trail Improvements. If the Grantor does not respond within a 60-day period of receipt of plans and specifications, said plans and specifications will be considered by Grantee as no objection and approval by Grantor to proceed with the next phase of the project development. Following construction of any Trail Improvements, Grantee, at its sole cost and expense, shall be responsible for constructing, maintaining, operating, repairing, removing, replacing and upgrading the Trail Improvements. Grantee shall be responsible for keeping the Trail Improvements in good condition and repair at all times and for keeping the Easement Property in a clean and sanitary condition, free of litter and other debris.
2. Grantor, at its expense, may elect to install a fence between the Easement Property and the remainder of Grantor's property; provided, however, Grantor's election to construct such fence shall not be construed as a waiver or release of its right, title and interest to the Easement Property, nor shall it be construed as granting a possessory interest in the Easement Property to Grantee or any other party. Grantor may also elect, at its expense, to install a fence along the northerly boundary of the Easement Property and Grantor's property. In any event, Grantor, at its sole cost and expense, shall be responsible for maintaining, repairing, removing, replacing and upgrading any such fence(s) which Grantor elects to construct.
3. Grantee will indemnify, hold harmless and defend Grantor from and against any and all claims, causes of action, losses, damages, costs and expenses of any kind, including reasonable attorney's fees, arising from or out of the use of the Easement and/or the Easement Property, except to the extent caused by Grantor's negligence or intentional misconduct.
4. GRANTEE EXPRESSLY ASSUMES ANY RISK AND PERILS ASSOCIATED WITH THE EASEMENT AND USE OF THE EASEMENT PROPERTY AS HEREIN PROVIDED. GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENT PROPERTY ON AN "AS IS" BASIS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE FITNESS OF THE EASEMENT PROPERTY FOR ANY PARTICULAR USE, THE SAFETY OR SECURITY OF THE EASEMENT PROPERTY, THE COMPLIANCE OF THE EASEMENT PROPERTY WITH ANY APPLICABLE LAW, OR THE CONDITION OF THE TRAIL IMPROVEMENTS.

5. The Easement, rights, and privileges herein granted are non-exclusive and Grantor shall have the right to enter upon and use the Easement Property for any purpose which does not unreasonably interfere with Grantee's use of the Easement for purposes set forth above.
6. The Easement, and the terms, covenants, and conditions herein contained, shall be covenants running with the Easement Property and shall inure to the benefit of and be binding upon the successors, and assigns of each of the parties hereto. Grantee shall not assign this Easement or any rights or privileges hereunder without Grantor's prior written consent.
7. If any person or entity shall violate or attempt to violate this Easement, Grantor, Grantee, or their successors or assigns, may bring proceedings at law or in equity against the person or entity violating or attempting to violate the same, and the defaulting party shall be liable for reasonable attorney's fees and costs of court. Any action or inaction by any party with respect to any provision of this Easement, including, but not limited to, a party's failure to enforce any provision of this Easement, shall not constitute a waiver of that provision or any other provision of this Easement. Any waiver by any party of any provision of this Easement shall not constitute a waiver of any other provision of this Easement.
8. This Easement may not be amended or terminated except by written instrument executed by Grantee and the owner of the Easement Property and recorded in the real property records of Hays County, Texas.

[Signature page follows.]

This Recreational Trail and Access Easement is executed to be effective as of _____, 2023.

GRANTOR:

a _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public Signature

APPROVED AND ACCEPTED BY:

GRANTEE:

City of Kyle, Texas

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

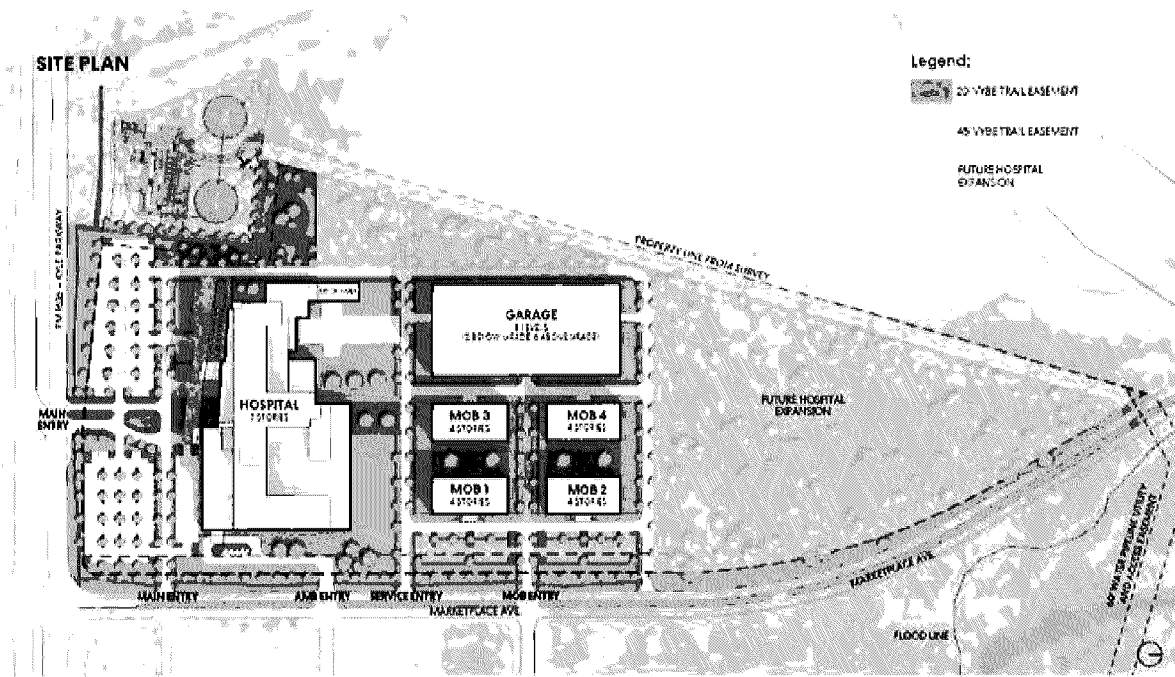
This instrument was acknowledged before me on _____, 2023, by _____, _____ of the City of Kyle, Texas, a municipal corporation in Hays County, Texas, on behalf of said municipal corporation.

Notary Public Signature

EXHIBIT "A"

Easement Property

[legal description attached]



**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.

24002229 RESOLUTION
01/23/2024 11:57:48 AM Total Fees: \$1,025.00

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

