

STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS               §

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BETWEEN CITY OF KYLE, TEXAS, AND KY-TEX PROPERTIES, L.P.**

This Amended and Restated Development Agreement (“Restated Agreement”) is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the “City”) and KY-TEX PROPERTIES, L.P., the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property described herein. The term “Parties” means the City and the Owner.

**RECITALS**

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

WHEREAS, in September 2013, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement recorded in Book 4820, Page 793, Official Public Records of Hays County, Texas (“Prior Agreement”);

WHEREAS, the recitals to the Prior Agreement state that the City had initiated the annexation of the Property before the City and the Owner entered into the Agreement pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

WHEREAS, the Prior Agreement provides that if the Owner sells the Property, the Property shall be voluntarily annexed to the City if the Property is intended to be used for development purposes; and,

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status of the Property if the sale does not close; and,

WHEREAS, due to changed circumstances, the Parties desire to amend and restate the Prior Agreement by terminating and removing the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the Prior Agreement and by making the Restated Agreement pursuant to only Section 212.172, Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

**AGREEMENT AND DEED FOR DEED, OPENING AGREEMENT  
BETWEEN CITY OF AUSTIN, TEXAS, AND CITY OF HOUSTON, TEXAS**

This Agreement and Deed for Deed (collectively, "Agreement") is by and between the City of Austin, Texas (the "City of Austin"), the City of Houston, Texas (the "City of Houston"), and the Texas State Land Office (the "TSLO"), the designated property manager for the City of Austin, Texas (the "City of Austin Property Manager").

**ARTICLE I**

**1.01 Purpose and Intent.** The purpose of this Agreement is to provide for the orderly and efficient management of the City of Austin Property Manager's property, and to ensure that the City of Austin Property Manager's property is managed in a manner consistent with the City of Austin's policies and procedures.

**1.02 Definitions.** The following definitions shall apply to this Agreement unless otherwise defined in the City of Austin Property Manager's policies and procedures:

**1.03** The terms used in this Agreement shall have the same meaning as in the City of Austin Property Manager's policies and procedures.

**1.04** The City of Austin Property Manager shall provide for the management and maintenance of the City of Austin Property Manager's property in accordance with the City of Austin's policies and procedures.

**1.05** The City of Austin Property Manager shall provide for the management and maintenance of the City of Austin Property Manager's property in accordance with the City of Austin's policies and procedures.

**1.06** The City of Austin Property Manager shall provide for the management and maintenance of the City of Austin Property Manager's property in accordance with the City of Austin's policies and procedures.

**1.07** The City of Austin Property Manager shall provide for the management and maintenance of the City of Austin Property Manager's property in accordance with the City of Austin's policies and procedures.

## ARTICLE 1 PURPOSES AND TERM

1.01 **Purpose.** This Restated Agreement modifies, amends and replaces the Prior Agreement in its entirety as of the effective date of this Restated Agreement.

1.02 **Authority.** Authority for the Owner and the City to enter into this Restated Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"); and Chapter 395, Tex. Local Government Code ("Chapter 395") and other statutes as may be applicable.

1.03 **Owner Execution.** The Owner acknowledges that each and every owner of the Property must sign this Restated Agreement in order for the Restated Agreement to take full effect, and the Owners who sign this Restated Agreement covenant and agree, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Restated Agreement.

1.04 **Term.** The term of this Restated Agreement will commence on the Effective Date and continue for thirteen (13) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the "Term"). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement signed by the Owner and the City.

## ARTICLE 2 PRELIMINARY AND FINAL PLATS

2.01 **Generally.** All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle ("Code") as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 **Preliminary Plan.** The Owner may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Pursuant to Section 41-45 of the Code, the Owner may request the City, including the City's Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 **Subdivision Plats.** The Owner may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Owner may submit subdivision construction plans concurrently with a subdivision plat application.



**2.04 City Review and Approval.** In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

### ARTICLE 3 ANNEXATION

**3.01 Involuntary Annexation.** Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Restated Agreement. Except as provided in this Restated Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Restated Agreement.

#### **3.02 Voluntary Annexation.**

(a) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

(b) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is not withdrawn by the 180<sup>th</sup> day after the day of the City's acceptance of such application, then Owner's failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 180<sup>th</sup> day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

**3.03 Waiver of Owner's Rights Under § 43.035.** If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.052, Texas Local Government Code, does not apply to the City's annexation of the Property. Further, Owner agrees that voluntary annexation pursuant to Section 3.02 (a), (b) or (c) will constitute Owner's waiver of all rights Owner may have under Section 43.052, Texas Local Government Code.



**3.04 Change in Annexation Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Restated Agreement or the City's ability to annex the Property pursuant to the terms of this Restated Agreement.

#### ARTICLE 4 EXISTING USE

**4.01 Existing Use.** Until a request for voluntary annexation is made in accordance with Section 3.02, Owner covenants and agrees not to use the Property for any use other than for agriculture or wildlife management, except for any now-existing single family residential use of the Property, without the prior written consent of the City. The City will not enforce any planning and development authority and regulations that interfere with the use of the Property for agriculture and wildlife management purposes. Until a request for voluntary annexation is made in accordance with Section 3.02, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the Parties can modify the description of the land subject to this Restated Agreement. This Section 4.01 expires upon the annexation of the Property by the City.

**4.02 Eminent Domain.** The City reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Section 212.172 Texas Local Government Code development agreement.

#### ARTICLE 5 ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

**5.01 Notice to Purchaser.** The Owner shall give written notice of this Restated Agreement to a prospective purchaser or grantee of any portion of the Property prior to such sale or conveyance. The Owner shall give the City written notice of such sale or conveyance; provided, however, this sentence will not apply to a sale or conveyance among the owners of the Property.

**5.02 Assignment of Owner Rights.** The Owner's rights and obligations under this Restated Agreement may be assigned in whole or part, subject to the prior written consent of the City, which shall not be unreasonably withheld, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event the Owner assigns all of its respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted 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.





**5.03 Agreement Binding on Assigns.** This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

## **ARTICLE 6 MISCELLANEOUS**

**6.01 Notices.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

KY-TEX PROPERTIES, L.P.  
C/O Clint Robinson  
2615 Western Trails Blvd.  
Austin, Texas 78745

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

**6.02 Multiple Originals.** The Parties may execute this Restated Agreement in one or more duplicate originals, each of equal dignity.

**6.03 Recordation.** This Restated Agreement shall be a covenant running with the Property and a copy of this Restated Agreement will be recorded in the Official Public Records of Hays County, Texas.



**6.04 Governing Law.** This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Hays County, Texas.

**6.05 Termination or Amendment By Agreement.** This Restated Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

**6.06 Damages; Waiver.** Whether in contract or tort or otherwise, the Owner agrees to waive all claims to damages and other remedies, including specific or strict performance, lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Damages, if any, will be limited to amounts recoverable under §271.153 of the Texas Local Government Code.

**6.07 Enforcement.** This Restated Agreement may be enforced by the Owner but only as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Restated Agreement thereafter.

**6.08 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

**6.09 No Third Party Beneficiary.** This Restated 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 otherwise provided herein.

**6.10 Effective Date.** This Restated Agreement will be effective as of the date upon which all Parties have executed the Restated Agreement.

**6.11 Entire Agreement.** This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**OWNER:**

KY-TEX PROPERTIES, L.P.

601. Existing Law. This Restated Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is hereby made a part of the Certificate of Incorporation of the Company.

602. Limitation on Remedies. This Restated Agreement may not be assigned or transferred in whole or in part to any person other than the Company or any of its subsidiaries or affiliates, and the exercise of any rights or remedies under this Restated Agreement shall be limited to the extent of the assets of the Company and the assets of any of its subsidiaries or affiliates.

603. Damages Waiver. No claim for damages or other remedies, including specific or direct performance, shall be asserted against the Company or any of its subsidiaries or affiliates on account of any act or omission of any person acting in any capacity as an officer, director, manager, employee or agent of the Company or any of its subsidiaries or affiliates, provided that such person acted in good faith and in the best interests of the Company at the time of such act or omission. This waiver shall not be limited to damages for breach of contract, but shall extend to all other claims for which damages may be recovered.

604. Enforcement. This Restated Agreement shall be enforceable in the United States and in any foreign country. If the Restated Agreement is unenforceable in any country, it shall nevertheless be enforceable in the United States. The Restated Agreement shall be deemed to have been made in New York City, New York, and shall be construed in accordance with the laws of the State of New York.

605. Severability. If any provision of this Agreement is held to be unenforceable or invalid in any jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement is held to be unenforceable or invalid in any jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement is held to be unenforceable or invalid in any jurisdiction, the remainder of this Agreement shall remain in full force and effect.

606. No Third Party Beneficiary. This Restated Agreement is not intended to confer any benefit on any third party, and no third party shall be deemed to be a third party beneficiary of this Restated Agreement.

607. Effective Date. This Restated Agreement shall be effective as of the date hereof, and shall supersede all previous agreements between the parties.

608. Entire Agreement. This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties with respect to the matters covered hereunder, and may be amended only by a written agreement signed by all parties hereto. There are no other agreements, oral or written, that modify or supplement the terms of this Restated Agreement.

WITNESSETH:

ATTEST:

By: Mary G. Kinsala  
Mary G. Kinsala, General Partner

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

Before me on this day personally appeared Mary G. Kinsala, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of KY-TEX Properties, L.P., in her official capacity as General Partner .

Given under my hand and seal of office this 19 day of February, 2015



Kay S. Koster  
Notary Public, State of Texas

**CITY OF KYLE, TEXAS**

By: R. Todd Webster  
R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

W. Ken Johnson  
W. Ken Johnson, City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

133.925 ACRES  
SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
JOHN PHARASS SURVEY, ABSTRACT NO. 361  
HAYS COUNTY, TEXAS  
ANNEXATION

#### FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL PHARASS SURVEY, ABSTRACT NUMBER 360, AND THE JOHN PHARASS SURVEY ABSTRACT NUMBER 361, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 135.78 ACRE TRACT OF LAND, CONVEYED TO KY-TEX PROPERTIES, AS TRACT 1 IN VOLUME 254, PAGE 848, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 133.925 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point on the western right-of-way line of Old Stagecoach Road (R.O.W varies), also being in the eastern boundary line of said 135.78 acre tract, for the northeastern corner of a 0.805 acre tract conveyed to Martha Faye Prado in Volume 2257, Page 881 of the O.P.R.H.C.TX., for the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common boundary line of said 0.805 acre tract and the herein described tract, the following two (2) courses and distances, numbered 1 through 2,

1. S83°33'49"W, for a distance of 232.68 feet to a point for an interior ELL corner of the herein described tract, also being the northwestern corner of said 0.805 acre tract, and
2. S00°52'41"E, for a distance of 100.49 feet to a point for the southwestern corner of said 0.805 acre tract and the northwestern corner of a 1.055 acre tract conveyed to Audrey Oswalt in Volume 398, Page 261 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 1.055 acre tract and the herein described tract, the following four (4) courses and distances, numbered 1 through 2,

1. S01°24'06"E, for a distance of 30.22 feet to a point,
2. S00°19'08"E, for a distance of 46.73 feet to a point,
3. S00°50'37"E, for a distance of 158.28 feet to a point for an interior ELL corner of the herein described tract, also being the southwestern corner of said 1.055 acre tract, and
4. N89°10'08"E, for a distance of 202.95 feet to a point on the common boundary line of said 135.78 acre tract and the western right-of-way of said Old Stagecoach Road, for the southeastern corner of said 1.055 acre tract,

**THENCE**, with the western right-of-way of said Old Stagecoach Road, common to the eastern boundary of said 135.78 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. S18°01'00"W, for a distance of 475.30 feet to a point,
2. S09°24'00"E, for a distance of 40.97 feet to a point, and
3. S16°30'00"E, for a distance of 1287.26 feet to a point on the western R.O.W. line of said Old Stagecoach Road, also being in the northern R.O.W. line of C.R. 225, also known as Cypress Road, (R.O.W varies), common to a southeastern boundary line of said 135.78 acre tract for the easternmost corner of the herein described tract,

**THENCE**, with said southeastern boundary line of said 135.78 acre tract, common to the northern right-of-way line of said C.R. 225, S58°27'00"W, for a distance of 11.41 feet to a point,

**THENCE**, with the common northern right-of-way line of said C.R. 225 and the southern boundary line of said 135.78 acre tract, N64°44'00"W, for a distance of 468.06 feet to a point for the southeastern corner of an 8.95 acre tract conveyed to Mary Lee Gipson in Volume 719, Page 89 of the O.P.R.H.C.TX.,

**THENCE**, with the common boundary line of said 8.95 acre tract and said 135.78 acre tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N21°09'00"E, for a distance of 218.92 feet to a point for an interior ELL corner of the herein described tract,
2. N74°32'00"W, for a distance of 682.19 feet to a point for the northernmost corner of said 8.95 acre tract,
3. S47°08'00"W, for a distance of 427.34 feet to a point,
4. S61°35'00"W, for a distance of 97.82 feet to a point,
5. S49°40'00"W, for a distance of 370.90 feet to a point,

133.925 ACRES  
SAMUEL PHARASS SURVEY, ABSTRACT NO. 360  
JOHN PHARASS SURVEY, ABSTRACT NO. 361  
HAYS COUNTY, TEXAS  
ANNEXATION

6. S53°29'00"W, for a distance of 14.52 feet to a point,
7. S61°13'00"W, for a distance of 166.97 feet to a point, and
8. S69°49'00"W, for a distance of 74.91 feet to a point on the northern right-of-way line of said C.R. 225, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said C.R. 225 and said 135.78 acre tract, the following nine (9) courses and distances, numbered 1 through 9,

1. N68°09'00"W, for a distance of 96.92 feet to a point,
2. N62°31'00"W, for a distance of 79.55 feet to a point,
3. N47°40'00"W, for a distance of 145.23 feet to a point,
4. N45°55'00"W, for a distance of 437.52 feet to a point,
5. N14°47'00"W, for a distance of 516.59 feet to a point,
6. N33°12'00"W, for a distance of 48.34 feet to a point,
7. N54°55'00"W, for a distance of 49.91 feet to a point,
8. N78°24'00"W, for a distance of 477.09 feet to a point, and
9. N39°15'00"W, for a distance of 155.29 feet to a point on the southeastern boundary line of a 195.14 acre tract conveyed to The State of Texas in Volume 2965, Page 484 of the O.P.R.H.C.TX., for the westernmost corner of said 135.78 acre tract, also being the westernmost corner of the herein described tract,

THENCE, with the common boundary line of said 135.78 acre tract and said 195.14 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N50°32'00"E, for a distance of 1590.47 feet to a point,
2. N50°33'00"E, for a distance of 420.55 feet to a point,
3. N27°18'00"E, for a distance of 50.08 feet to a point for an interior ELL corner of said 195.14 acre tract,
4. S41°53'00"E, for a distance of 40.20 feet to a point for an interior ELL corner of the herein described tract,
5. N50°32'00"E, for a distance of 1572.07 feet to a point, and
6. N52°07'00"E, for a distance of 21.98 feet to a point for the northernmost corner of the herein described tract,

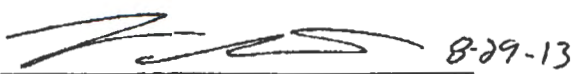
THENCE, leaving the common boundary line of said 195.14 acre tract and said 135.78 acre tract with a northeastern boundary line of said 135.78 acre tract, S48°29'00"E, for a distance of 46.62 feet to a point on the western right-of-way line of said Old Stagecoach Road,

THENCE, with the common boundary of the western right-of-way of said Old Stagecoach Road and said 135.78 acre tract, the following two (2) courses and distances, numbered 1 through 2:

1. S14°41'00"E, for a distance of 382.58 feet to a point, and
2. S06°00'00"E, for a distance of 971.83 feet to the POINT OF BEGINNING, and containing 133.925 acres of land.

SURVEY WAS PERFORMED FROM RECORD INFORMATION FOUND IN VOLUME 254, PAGE 848 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

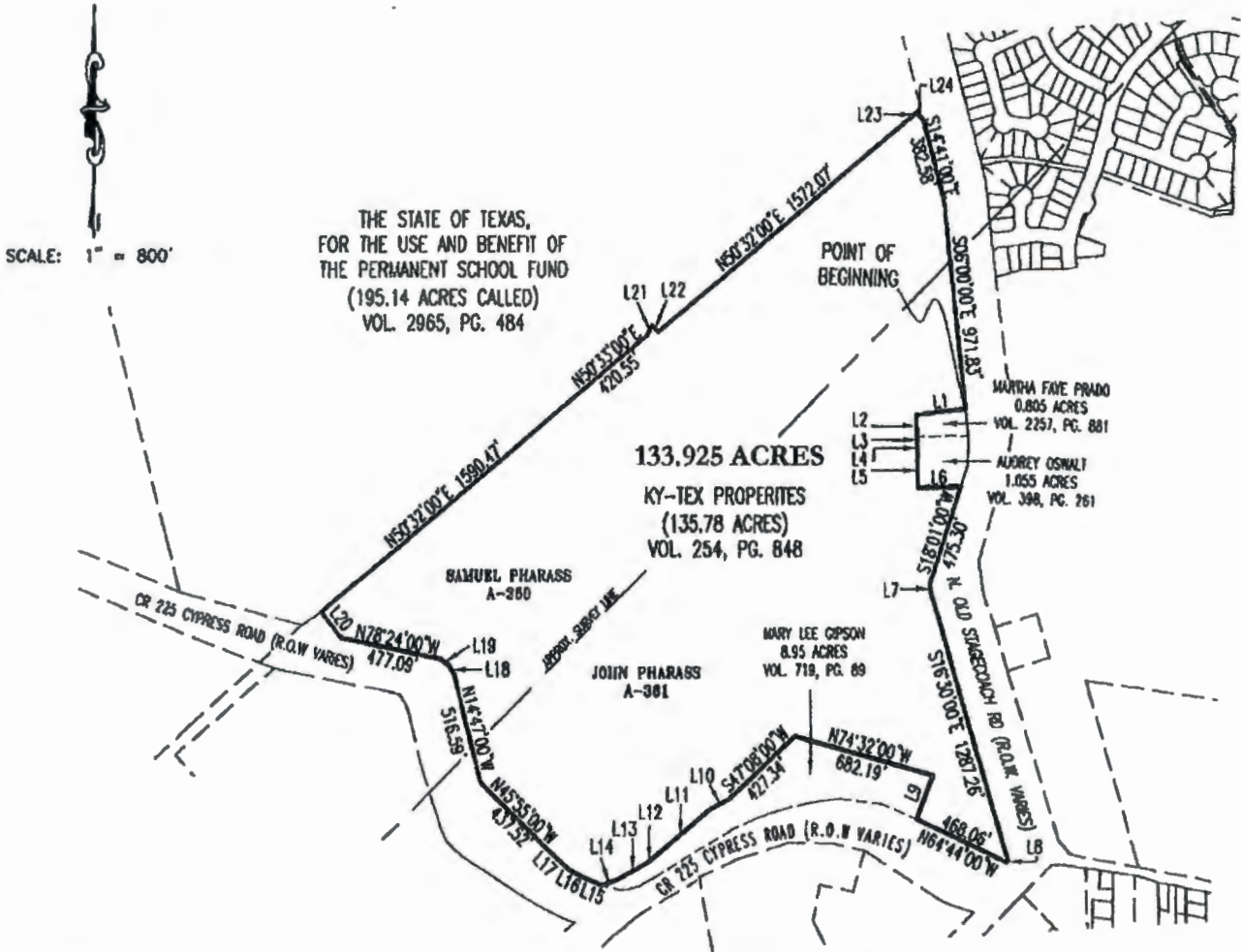
Surveyed by: \_\_\_\_\_

  
ROBERT J. GERTSON, R.P.L.S. NO. 6367  
Carlson, Briggance and Daering, Inc.  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
rgertson@cbdeng.com





# SKETCH TO ACCOMPANY FIELD NOTES



THE STATE OF TEXAS,  
FOR THE USE AND BENEFIT OF  
THE PERMANENT SCHOOL FUND  
(195.14 ACRES CALLED)  
VOL. 2965, PG. 484

133.925 ACRES  
KY-TEX PROPERTIES  
(135.78 ACRES)  
VOL. 254, PG. 848

LINE TABLE		
LINE	LENGTH	BEARING
L1	232.68	S83°33'49"W
L2	100.49	S00°52'41"E
L3	30.22	S01°24'06"E
L4	46.73	S00°19'08"E
L5	158.28	S00°50'37"E
L6	202.95	N89°10'08"E
L7	40.97	S09°24'00"E
L8	11.41	S58°27'00"W
L9	218.92	N21°09'00"E
L10	97.82	S61°35'00"W
L11	370.90	S49°40'00"W
L12	14.52	S53°29'00"W

LINE TABLE		
LINE	LENGTH	BEARING
L13	166.97	S61°13'00"W
L14	74.91	S69°49'00"W
L15	96.92	N68°09'00"W
L16	79.55	N62°31'00"W
L17	145.23	N47°40'00"W
L18	48.34	N33°12'00"W
L19	49.91	N54°55'00"W
L20	155.29	N39°15'00"W
L21	50.08	N27°18'00"E
L22	40.20	S41°53'00"E
L23	21.98	N52°07'00"E
L24	46.62	S48°29'00"E



**Carison, Brigance & Doering, Inc.**  
Civil Engineering ♦ Surveying  
5501 West Vespera Carson Drive ♦ Austin, Texas 78749  
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

BEARING BASIS: PREPARED WITH RECORD INFORMATION  
FOUND IN VOLUME 254, PAGE 848 (O.P.R.M.C.T.X.)

PATH: J: 4576-097\SURVEY\FN-R16956 133.925 ACRES ANNEXATION

15005224 DFR  
Bk Vol Pg  
5144 403

Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2015 15005224

Instrument Number: 2015-15005224

Recorded On: February 26, 2015

As  
OPR RECORDINGS

Parties: KY TEX PROPERTIES LP

To

Billable Pages: 11

Number of Pages: 12

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

OPR RECORDINGS 66.00  
Total Recording: 66.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15005224  
Receipt Number: 390074  
Recorded Date/Time: February 26, 2015 10:30:42A  
Book-Vol/Pg: BK-OPR VL-5144 PG-392  
User / Station: E Chavez Jr. - Cashiering #8

Record and Return To:

CITY OF KYLE  
ORIGINAL TO CUSTOMER  
SAN MARCOS TX 78666



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and  
time stamped hereon and was recorded on the volume and page of the named records  
of Hays County, Texas

*Liz Q. Gonzalez*

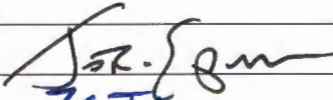

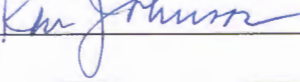
Liz Q. Gonzalez, County Clerk

## CONTRACT ROUTING SHEET

**Contract or Project No.:** Amended and Restated Development Agreement

**Other Party to Contract:** Ky-TEX Properties

**City Council Approval Date:** 2-17-2015  
 (mark "N/A" if didn't go to Council)

Department	Director	Signature	Date Signed
Building & Codes	Mario Perez		
Communications/Chief of Staff	Jerry Hendrix		
Econ Development	Diana Blank-Torres		
Engineering	Leon Barba		
Finance	Perwez Moheet		
Fire/EMS	Chief Kyle Taylor		
Human Resources	Sandra Duran		
Information Tech	Robert Olvera		
Library	Connie Brooks		
Municipal Court	Martha Rose		
Parks & Rec	Kerry Urbanowicz		
Planning & Zoning	Debbie Guerra		
Police Dept.	Chief Jeff Barnett		
Public Works	Harper Wilder		
Grants	Josh Moreno		
Assistant City Manager	James R. Earp		2-19-15
City Manager	Scott Sellers		2-19-15
City Attorney	Ken Johnson		2-19-15
City Secretary	Amelia Sanchez		