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STATE OF TEXAS §
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COUNTY OF HAYS §

20003263 AGREEMENT Total Pages: 31
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DEVELOPMENT AGREEMENT BETWEEN CITY OF KYLE, TEXAS, AND D & L INVESTMENTS LLC OR ASSIGNS

This Development Agreement ("Agreement") is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the "City") and D & L Brooks Investments LLC, Owner of the Property described herein (the "Developer") and Blackburn Communities LLC, a limited liability company ("Blackburn"), signing in its capacity as the proposed assignee of the Developer. The term "Parties" or "Party" means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer owns the property located in Hays County, Texas, being more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, Blackburn intends to purchase the Property from Developer, and accept the assignment of this Agreement from Developer with the understanding that the Property will be developed as a single family residential subdivision with not more than 138 lots, and will be constructed and developed in accordance with the current and existing City of Kyle Code of Ordinances governing land development, subject to Section 1.02 (the "Code"), this Agreement, and applicable local, state, and federal regulations, and good engineering practices (the "Project");

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 City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Developer and Blackburn desire 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;

WHEREAS, the Developer and Blackburn will benefit 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 development is built out as planned by Blackburn;

WHEREAS, the City will benefit from this Agreement by having assurance regarding certain development standards for the Property, having certainty that such development standards may be enforced by the City, and preservation of property values within the City; and

WHEREAS, the 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 above stated recitals, which are made a part of this Agreement, the benefits described below, 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:

ARTICLE 1
PURPOSE, AUTHORITY, TERM AND BENEFITS

1.01 Authority. Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City, Article III; Section 52-a of the Texas Constitution; Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

1.02 Project Defined. The Project is a residential subdivision as described in the Recitals. The Project, includes the subdivision of the Property, the construction of off-site and on-site utility facilities and Subdivision Infrastructure in accordance with the Code, this Agreement, applicable local, state, and federal regulations, and good engineering practices (the "Applicable Regulations"), to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement. The Project may include multiple phases for platting and construction purposes. The current existing Code and City rules and regulations will apply to the construction and development of all phases of the Project, except to the extent modified by this Agreement; provided that amendments to the Code and City rules shall apply to the Project as allowed by Chapter 245, Texas Government Code, except that development regulations specifically set forth in this Agreement shall control. The foregoing sentence is included in the definition of Applicable Regulations.

1.03 Benefits. The City desires to enter into this Agreement to provide additional control to the development standards for the Property.

1.04 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years from the Effective date ("Term"). After the first Term, this Agreement may be extended for successive five-year periods upon written agreement by the City.

1.05 Control of Development. Developer's intended development of the Property is anticipated to result in enhancing the tax base of the City. Notwithstanding any provision of the

City's Code of Ordinances or uncodified ordinances of the City to the contrary, the timing and sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

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. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

2.02 Residential. It is the intent of the City to zone the Property to the "R-1-3" zoning district. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City.

To the extent the City concludes that a variance or allowance is necessary under its current codes, ordinances or regulations, for any of the items listed in 1-11 below, a variance is hereby granted.

Developer also covenants to abide by any restrictions listed below that would otherwise not be required under standard "R-1-3" zoning:

1. Developer shall plat no more than 138 lots.
2. A minimum of 50% of lots shall be 6,825 square feet in area or larger.
3. A minimum of 10% of the lots shall have a minimum front lot width of 65 feet.
4. A minimum of 30% of the lots shall have a minimum front lot width of 60 feet.
5. A minimum of 24% of the lots shall be 8,190 square feet in area or larger.
6. 90% of all Live Oak trees on the property will be not be removed, and construction plans will include appropriate root ball protection during construction for all trees that remain. To the extent possible, Live Oaks will be maintained in parks, greenbelts and landscape lots.
7. The exterior walls of all structures on the Property shall be constructed of one hundred percent (100%) masonry, brick, stone, cementitious-fiber planking or other approved masonry product. Roofs shall be constructed of three dimensional shingles (architectural shingles), and auxiliary structures shall match the material and design of the primary structure.
8. Developer acknowledges and agrees to develop the Property in compliance with the City's current and existing Style Guide, found in Chapter 53-930 of the Kyle Municipal Code, which is set forth in Exhibit C and incorporated herein for all purposes.

9. The unique nature of the property subjects itself to the use of cul-de-sacs in a greater intensity than is normally acceptable. If the Conceptual Plan is approved, and cul-de-sacs are utilized, water infrastructure in cul-de-sacs must be looped.
10. Developer shall install an accessible pedestrian sidewalk along the perimeter of the project boundary adjacent to Rebel Road.
11. Developer shall construct a public trail system through the open space/flood plain (the "Trail"). The trail must be maintained by the HOA (herein defined).
12. Developer shall provide for a minimum ten foot (10') wide buffer along the Mathers Road alley, which shall remain undeveloped (the "Buffer Strip"); provided that the Developer shall install three inch (3") caliper trees, measured at six inches (6") above the ground, every thirty feet (30'). The Planning Department shall approve the type of tree to be planted, which approval shall not be unreasonably conditioned. The Buffer Strip shall be conveyed to the Plum Creek Home Owners' Association for ownership and maintenance. The deed shall restrict use of the Buffer Strip for a landscaping buffer. The Buffer Strip shall count towards the Developer's landscaping requirements for the Project.
13. No more than 25% of the homes constructed on the portion of the Property that borders the Mathers Road alley may be two-story homes.
14. Developer shall provide a pocket park to be located at the southern portion of the Property and shall construct and install a playscape within the pocket park.

2.03 Concept Plan. A copy of the concept plan is attached hereto and incorporated herein for all purposes as Exhibit "B" (**"**Concept Plan"). The City hereby confirms that the Concept Plan for the subdivision of the Property complies with the City's Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, and the City's Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G.

Subject to the allowable uses set forth in Sections 2.02, the total allowable level of development of the Property shall be limited by the number of Living Unit Equivalents ("LUEs") as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the intensity of development of the Property shall not exceed 138 LUEs. The Concept Plan will be effective for the Term of this Agreement. The City agrees to and by its signature to this Agreement, grants to Developer the right to 138 LUEs on payment of the applicable reservation fees by Developer.

2.04 Preliminary Plan. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above 138 LUEs and the requirements of Section 2.02 are met.

2.05 Subdivision Plats. Subdivision plats may be approved by the City and constructed by Developer in one or more sections. Developer may submit subdivision construction plans concurrently with a subdivision plat application. Developer hereby requests and consents to the

City's alternative review procedure for subdivision plats and construction plans. Use of the alternative review procedure means that an application will not be scheduled for action by the Commission prior to the application clearing all comments made by City staff. The Developer may change to the standard review procedure applicable to subdivision applications by written request submitted on the day designated for acceptance of subdivision applications; provided that subdivision applications (including construction plans) may not be submitted concurrently when the standard review process is used.

2.07 Parkland Fees. The Developer shall pay all applicable Park Fees.

2.08 Other Fees. Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the provisions of the Code.

2.09 Building Permits. The Developer acknowledges and agrees that compliance with Section 2.02 will be a condition of issuance of building permits and certificates of occupancy for structures constructed on the Property. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 2.02 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 a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications 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.

ARTICLE 3
PUBLIC STREETS AND SUBDIVISON INFRASTRUCTURE

3.01 Adjacent Lane Mile Fee. The requirements of Section 41-137(p) of the Code apply to the Project.

3.02 ROW Dedication. Other than dedicating the applicable roadway right-of-way on a per phase basis throughout the development process, Developer will dedicate its portion of the applicable right-of-way that it owns, for the perimeter roads Rebel Road (also known as FM 150) at no cost to the City during the platting process. All perimeter dedication for the project should occur at the first plat.

3.03 Subdivision Infrastructure and Utility Improvements. All streets, roads, sidewalks, drainage, water and wastewater lines, electric lines and facilities for each of those that are located within or under the streets, roads and sidewalks on the Property will be constructed by

Developer to comply with the Applicable City Regulations and will be dedicated and conveyed to the City at no cost to the City.

3.04 Establishment of Home Owners Association. Developer shall cause to be created a mandatory dues paying Home Owners Association (HOA) that will be conveyed title to and become the owner of those portions of the Project that are designated on the approved plat of the Property as green space, trails or amenities open to the use of the property owners and will be responsible for the maintenance and upkeep of all of the property conveyed to it. The Developer shall further grant and convey to the City a public access easement in a form acceptable to the City for land designated and/or used as open space, trail, and green space that allow public access to and use of such land.

3.04 Satisfactory Completion of Developer Improvements. The term "Developer Improvements" includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements, Developer shall provide the City with final "record" drawings of the Developer Improvements, in both hard copy and digital (PDF or CAD, as requested by the City). Developer's engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of Developer Improvements within ten (10) business days. The City shall within ten (10) business days of conducting the final inspection provide a list of deficiencies found in the inspection so that when the deficiencies are corrected, Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. Developer shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect Developer Improvement within ten (10) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developer stating that Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept Developer Improvement for ownership, operation and maintenance.

3.05 City Acceptance of Developer Improvements.

(a) Intentionally Deleted.

(b) Dedication and acceptance of the Developer Improvements shall be governed by the Applicable Regulations. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

3.06 City to Own, Operate and Maintain Developer Improvements. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same, except as otherwise provided by the Applicable Regulations or this Agreement. The HOA will be required to maintain decorative street lights and decorative sign poles (if Developer elects to build decorative street lights and decorative sign posts) and irrigation and landscaping placed in the right-of-way or landscaping medians. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer 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 4
WATER AND WASTEWATER SERVICE

4.01 Intent of the Parties Regarding Utility Services. Intentionally Deleted.

4.02 General Conditions For Connections to the City Utility System.

(a) Intentionally Deleted.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards after approval of the construction plans for the project, the City shall be responsible for the timely design and construction of the additional utility facilities, if any, that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than 138 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

4.03 Service Commitment. The City hereby commits availability of 138 LUEs of water and wastewater service to the Property on or before December 31, 2019.

4.04 Service Connections. The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City; provided that Developer has constructed, completed, and obtained the City's acceptance of all infrastructure required to serve the Project.

4.05 Utility Improvement Construction Obligations. Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property (collectively, the "Utility Improvements").

4.06 Service Units Defined. The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 50 ("Utilities"), Article VI, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

4.07 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites (excluding parkland unless otherwise approved by the City) or easements that may be reasonably necessary to construct a Developer Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements.

4.08 Easement Acquisition. The Utility Improvements and related easements are necessary and required by the City for the City to provide water and wastewater service to the Property. The City further agrees that there exists a public necessity for the construction of the Utility Improvements; therefore, the City agrees to cooperate and support Developer's acquisition of necessary easements from third parties.

4.09 Use of Condemnation. Intentionally Deleted.

4.10 Oversizing of Facilities.

(a) City may, at its discretion, require the oversizing of water and/or wastewater infrastructure (referenced in this section as "utility infrastructure", meaning water or sewer infrastructure or both), and if the City exercises this right during or before plan review, Developer will be responsible for the costs associated with providing the appropriate-sized infrastructure to the Project. The City will pay costs associated with the upsizing, the cost of which shall be determined by the Developer and City Engineer generally in accordance with section (e). The City may pay for the Oversizing Costs (defined in subsection (e)) in one of the following ways: (i) by causing developers or customers who connect to the infrastructure to pay the costs of the Oversizing Costs pursuant to Section 50-29 of the City's Code of Ordinances; or (ii) the City pays the Oversizing Costs with a lump sum payment at the time the infrastructure is constructed; or (iii) the City pays the Oversizing Costs through impact fee reimbursements from customers who connect to the infrastructure.

(b) In the event that the City pays for the Oversizing Costs by Section 4.10(a)(ii) or (iii), , the Developer shall publicly bids, in accordance with Chapter 252, Texas Local Government Code, the utility infrastructure based on the City Engineer-approved design, plans and specifications for the utility infrastructure, and recommend the lowest qualified bidder/contractor to the City, unless an exception to competitive bidding applies.

(c) In the event the City requires the water and/or wastewater infrastructure to be oversize, the utility infrastructure project will be bid (publicly or privately, as appropriate) with alternate bids being required for utility infrastructure sized to serve the Project as required by the Applicable Regulations ("**Alternate #1**") and the larger-sized utility infrastructure required by the City ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the utility infrastructure. Prior to bidding, the Developer shall provide the City Engineer with a copy of the documents soliciting the bids. Within ten (10) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(d) After bids are received, the Project Engineer will provide the City Engineer and the City's purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (d), or submit the bid to the City Council for approval.

(e) The Oversizing Costs shall be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

ARTICLE 5
ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Assignment of Developer Rights. Developer shall assign its rights and obligations under this Agreement to Blackburn at the time of closing on the sale of the Property to Blackburn. Thereafter, this Agreement may be assigned by Blackburn without the consent of the City to any Blackburn-affiliated or related entity and Blackburn will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity other than Blackburn or Blackburn's assignment to an entity that is not affiliated with or related to Blackburn will not release Developer or Blackburn, as appropriate, of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment. Any written assignment of this Agreement must be filed of record in the Official Public Records of Hays County, Texas in order to be effective.

5.02 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 Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein. The obligation to comply with Section 2.02(a)(6), (7), and (8) shall be binding upon future owners of lots within the Property without a written assignment. If Developer sells unimproved lots in the Property to another builder or developer, the conveyance documents must contain an assignment of the rights and obligations of Developer to the purchaser to comply with Sections 2.02(a)6, 7, and 8.

5.03 Agreement Binding on Assigns. This Agreement shall constitute a covenant that runs with the land and is binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers or owners. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, 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 Developer or 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 6
DEFAULT AND NOTICE

6.01 **Notice and Opportunity to Cure**. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

6.02 **Remedies for Default**. Whether in contract or tort or otherwise, Developer 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; provided, however, Developer may enforce this Agreement as provided under §245.006 of the Texas Local Government Code.

6.03 **Enforcement**. The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 6.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04 **Litigation**. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

6.05 **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 Seller or Purchaser, as the case may be, at the address stated in Section l; or (iii) one (1) 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 Developer shall be addressed:

D&L Brooks Investments, LLC
Attn: Linton Brooks
1503 Johnnie Miller Trail
Austin, Texas 78749

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

ARTICLE 7
PROPERTY AND MORTGAGEE OBLIGATIONS

7.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

7.02 Mortgagee Protection. This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 7.01. The City understands that a lender providing financing of the development of the Property ("Lender") may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders' representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.

(b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 6.05, provide the Lender with

a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

7.03 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and

(c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

ARTICLE 8
MISCELLANEOUS

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

8.02 Entire Agreement. This 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.

8.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Hays County, Texas.

8.05 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.

8.06 Termination or Amendment By Agreement. This 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 Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination; provided that if the Property is not zone to the R-1-3 residential district, the Developer may terminate this agreement by providing the City with written notice of termination within sixty (60) days of the Effective Date of this Agreement.

8.07 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

8.08 No Third-Party Beneficiary. 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 otherwise provided herein.

8.09 Anti-Boycott Verification. To the extent this Agreement constitute 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 the Company represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (a) boycotts Israel or (b) 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.

8.10 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute 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 the Owner represents that the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company listed by the Texas Comptroller of Public Accounts

under Sections 2270.0201, or 2252.153 of the Texas Government Code.

8.11 Effective Date. This Agreement, is legally effective and enforceable upon the execution of this Agreement by both parties.

SIGNED and executed this 15 day of JAN, 2020.

DEVELOPER:

D & L Brooks Investments LLC

By: _____
Name: LINTON P. BROOKS
Title: Its Manager

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on January 15th, 2020 by Linton Brooks, Manager of D & L Brooks Investments LLC, a Texas limited liability company, on behalf of said limited liability company.

JAMES MCCLENDON KNIGHT
Notary Public, State of Texas
Comm. Expires 10-24-2021
Notary ID 128083562

James McClendon Knight
Notary Public in and for the State of Texas

CITY OF KYLE, TEXAS

By: _____
Travis Mitchell, Mayor

ATTEST:

Jennifer A. Vetrano
Jennifer Vetrano, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on January 14, 2020 by Travis Mitchell, Mayor, City of Kyle, a Texas home rule municipality, on behalf of said entity.

GUSTAVO GUERRERO
Notary Public, State of Texas
Comm. Expires 07-12-2020
Notary ID 130734963

Gustavo Guerrero
Notary Public in and for the State of Texas

Blackburn agrees to the terms and conditions of this Agreement and further acknowledges and agrees that Blackburn will be bound by this Agreement upon Blackburn's acquisition of the Property and acceptance of an assignment of this Agreement.

BLACKBURN COMMUNITIES LLC

By: _____
Name: David B. Blackburn
Title: Its Manager

THE STATE OF MISSISSIPPI §
§
COUNTY OF LAFAYETTE §

This instrument was acknowledged before me on January 14, 2020 by David Blackburn, Manager of the Company, a Mississippi limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of ~~Texas~~ Mississippi

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 158196
JEFFREY COLE MOORE
Commission Expires
Sept 15, 2023
LAFAYETTE COUNTY

EXHIBIT A
DESCRIPTION OF PROPERTY

Base Line Land Surveyors, Inc.
8000 Anderson Square Rd., Suite 101
Austin, Texas 78757
Office: 512.374.9722
Firm Reg. No. 10015100

METES AND BOUNDS DESCRIPTION

BEING 47.25 ACRES OF LAND, OUT OF THE JOHN PHARASS SURVEY, SECTION NO. 13, ABSTRACT NO. 361 AND THE SAMUEL PHARASS SURVEY 14, ABSTRACT NO. 360, IN HAYS COUNTY, TEXAS, TWO 5.00 ACRE TRACTS OF LAND CONVEYED TO D&L BROOKS INVESTMENTS, LLC BY DEED OF RECORD IN VOLUME 4975, PAGE 233 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE REMAINDER OF 100 ACRE TRACT CONVEYED TO D&L BROOKS INVESTMENTS, LLC BY DEED OF RECORD IN VOLUME 4975, PAGE 238 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND SAID 100 ACRES CONVEYED TO ROY B. BROOKS AND HIS WIFE, VERNA L BROOKS BY DEED OF RECORD IN VOLUME 140, PAGE 255 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at the north corner of said 10.00 acre tract, same being in the west line of Lot 1, Block B, Plum Creek, Phase 1, Section 1F, a subdivision of record in Volume 12, Page 31-33 of the Plat records of Hays County, Texas, said Point of Beginning be 40.00 feet left of and at right angles to Engineers Centerline Station: 354+10.8 of F.M. Highway 150 (80' R.O.W.);

THENCE along the east line of the 10.00 acre tract, and the west line of said Plum Creek, Phase 1, Section 1F the following four (4) courses and distances:

1. South 41°21'52" East a distance of 200.95 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
2. South 41°22'09" East a distance of 683.74 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
3. South 43°24'34" East a distance of 21.99 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
4. South 45°51'36" East a distance of 49.19 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at the southwest corner Plum Creek Phase 1, Section 1F, said point being the northwest corner of Plum Creek, Phase 1, Section 2B, a subdivision of record in Volume 9, Page 271-273 of the Plat records of Hays County, Texas;

THENCE South 45°51'36" East, continuing along the east line of the 10.00 acre tract, the east line of said 5.00 acre tract described in deed to Donn Patton Brooks and Linton Carvel Brooks, the east line of said 5.00 acre tract conveyed to D&L Brooks Investments, LLC, same being the west line of said Plum Creek, Phase 1, Section 2B, a distance of 1206.51 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";

THENCE South 45°51'36" East, continuing along the east line of the 5.00 acre tract conveyed to D&L Brooks Investments, LLC, the east line of the remainder of 100 acre tract, and the west line of Plum Creek Section 1, Phase 2B, a distance of 743.30 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";

THENCE South 45°50'53" East, continuing along the east line of said remainder of 100 acre tract, same being the west line of Plum Creek Phase 1, Section 2B, and the west line of Plum Creek Phase 1, Section 2A, a subdivision of record in Volume 9, Page 113-115 of the Plat records of Hays County, Texas, a distance of 229.00 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC"; at the northeast corner of Lot 53, Block A, Kyle 47 Subdivision, a subdivision of record in Volume 18, Page 62 of the Plat records of Hays County, Texas, from which a 1/2" rebar found bears South 45°50'53" East a distance of 191.67 feet;

THENCE along the south line of the remainder of 100-acre tract same being the north line of said Kyle 47 Subdivision, the following seven (7) courses:

1. South 68°38'58" West a distance of 468.19 feet (record - South 68°39'16" West a distance 467.89 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
2. South 64°41'12" West a distance of 458.77 feet (record - South 64°41'30" West a distance of 458.77 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
3. South 43°58'29" West a distance of 227.46 feet (record – South 43°58'47" West a distance of 227.46 feet) to a (South 68°39'16" West) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
4. South 19°28'23" East a distance of 181.31 feet (record – south 19°28'05" West a distance of 181.31 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
5. South 53°30'46" West a distance of 104.25 feet (record – South 53°31'01" West a distance of 104.25 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
6. South 67°10'11" West a distance of 118.26 feet (record – South 67°10'29" West a distance of 118.26 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC";
7. North 61°32'53" West a distance of 84.77 feet (record – North 61°31'35" West a distance of 85.46 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at the southwest corner of the remainder of the 100 acre tract, same being the northwest corner of Kyle 47 Subdivision, and being in the east right-of-way line of said F.M. 150;

THENCE along the east right-of-way line of F.M. Hwy 150 the following four (4) courses:

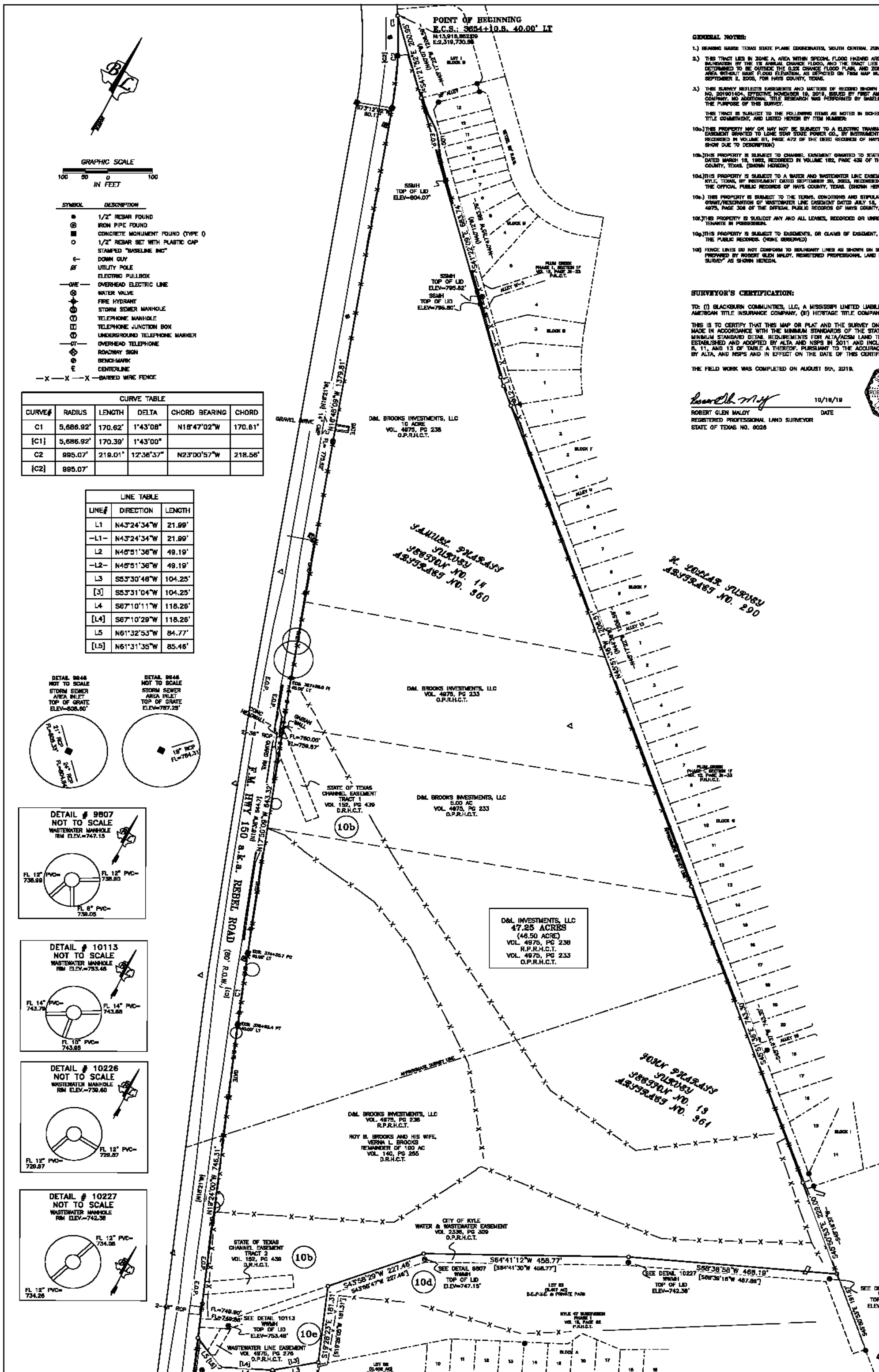
1. North 19°24'00" West (record – North 18°21' West) a distance of 746.31 to a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at Engineer's Centerline PC Station: 376+02.4, 40.00' Left;
2. Along a curve to the right, having a radius of 5686.92 feet (record – 5686.92 feet), an arc length of 170.62 feet (record - 170.39 feet); a delta angle of 01°43'08", and a chord which bears North 18°47'02" West a distance of 170.61 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at Engineer's Centerline PT Station: 3574+30.7, 40.00' Left;
3. North 17°50'09" West a distance of 643.32 feet (record – North 16°38' West a distance of 64432 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE INC" at Engineer's Centerline PC Station: 367+86.0, 40.00' Left;
4. North 16°45'09" West (record – North 18°21' West) a distance of 1379.81 feet to a TXDOT Concrete Monument at Engineer's Centerline Station: 354+05.9, 40.00' Left from which a TXDOT Concrete Monument at Engineer's Centerline Station: 354+05.9, 40.00' Right bears South 73°12'02" West 80.17 feet;
5. Along a curve to the right, having a radius of 995.07 feet (record – 995.07 feet), an arc length of 219.01 feet; a delta angle of 12°36'37", and a chord which bears North 23°00'57" West a distance of 218.56 feet to the POINT OF BEGINNING'

This tract contains 47.25 acres of land, more or less, out of the S. Pharass Survey, Section 13, Abstract No. 361, and in the S. Pharass Survey, Section 14, Abstract No. 360, in Hays County, Texas..

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS. 22

Robert Glen Maloy 12/11/19
Robert Glen Maloy Date
Registered Professional Land Surveyor
State of Texas No. 6028

File: S:\Projects\Brooks Tract\Docs\Field Notes\Brooks Tract M&B_fn.doc



SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
◎	IRON PIPE FOUND
■	CONCRETE MONUMENT FOUND (TYPE I)
○	1/2" REBAR SET WITH PLASTIC CAP STAMPED "BASELINE INC"
←	DOWN GUY
	UTILITY POLE
	ELECTRIC PULLBOX
—OHE—	OVERHEAD ELECTRIC LINE
	WATER VALVE
	FIRE HYDRANT
	STORM SEWER MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE JUNCTION BOX
	UNDERGROUND TELEPHONE MARKER
—OT—	OVERHEAD TELEPHONE
	ROADWAY SIGN
	BENCHMARK
℄	CENTERLINE
—X—X—X—	BARBED WIRE FENCE

CURVE TABLE					
CURVE#	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	5,686.92'	170.62'	1°43'08"	N18°47'02"W	170.61'
{C1}	5,686.92'	170.39'	1°43'00"		
C2	995.07'	219.01'	12°36'37"	N23°00'57"W	218.56'
{C2}	995.07'				

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N43°24'34"W	21.99'
-L1-	N43°24'34"W	21.99'
L2	N45°51'36"W	49.19'
-L2-	N45°51'36"W	49.19'
L3	S53°30'48"W	104.25'
[3]	S53°31'04"W	104.25'
L4	S67°10'11"W	118.26'
[L4]	S67°10'29"W	118.26'
L5	N61°32'53"W	84.77'
[L5]	N61°31'35"W	85.46'

GENERAL NOTES:

1.) BEARING BASIS: TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD 83\96 CORS.

2.) THIS TRACT LIES IN ZONE A, AREA WITHIN SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AND THE TRACT LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOOD PLAIN, AND ZONE A, SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION, AS DEPICTED ON FIRM MAP NUMBER 48209C0270F, EFFECTIVE SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.

3.) THIS SURVEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN COMMITMENT FOR TITLE G.F. NO. 201901404, EFFECTIVE NOVEMBER 19, 2019, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. NO ADDITIONAL TITLE RESEARCH WAS PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THE PURPOSE OF THIS SURVEY.

THIS TRACT IS SUBJECT TO THE FOLLOWING ITEMS AS NOTED IN SCHEDULE B OF THE AFOREMENTIONED TITLE COMMITMENT, AND LISTED HEREIN BY ITEM NUMBER:

10a.) THIS PROPERTY MAY OR MAY NOT BE SUBJECT TO A ELECTRIC TRANSMISSION AND DISTRIBUTING LINE EASEMENT GRANTED TO LONE STAR STATE POWER CO., BY INSTRUMENT DATED SEPTEMBER 17, 1928, RECORDED IN VOLUME 81, PAGE 472 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. (UNABLE TO SHOW DUE TO DESCRIPTION)

10b.) THIS PROPERTY IS SUBJECT TO CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, BY INSTRUMENT DATED MARCH 18, 1982, RECORDED IN VOLUME 152, PAGE 439 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. (SHOWN HEREON)

10d.) THIS PROPERTY IS SUBJECT TO A WATER AND WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF KYLE, TEXAS, BY INSTRUMENT DATED SEPTEMBER 29, 2003, RECORDED IN VOLUME 2336, PAGE 309 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (SHOWN HEREON)

10e.) THIS PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN GRANT/RESERVATION OF WASTEWATER LINE EASEMENT DATED JULY 18, 2014, RECORDED IN VOLUME 4975, PAGE 306 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (SHOWN HEREON)

10f.) THIS PROPERTY IS SUBJECT ANY AND ALL LEASES, RECORDED OR UNRECORDED, WITH RIGHTS OF TENANTS IN POSSESSION.

10g.) THIS PROPERTY IS SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENT, WHICH ARE NOT RECORDED IN THE PUBLIC RECORDS. (NONE OBSERVED)

10i) FENCE LINES DO NOT CONFORM TO BOUNDARY LINES AS SHOWN ON SURVEY DATED AUGUST 6, 2019, PREPARED BY ROBERT GLEN MALOY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6025 ("THE SURVEY" AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION:

TO: (I) BLACKBURN COMMUNITIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, (II) FIRST AMERICAN TITLE INSURANCE COMPANY, (III) HERITAGE TITLE COMPANY OF AUSTIN, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF THE STATE OF TEXAS AND THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011 AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 11, AND 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION.

THE FIELD WORK WAS COMPLETED ON AUGUST 5th, 2019.

[signature] 10/18/19

ROBERT GLEN MALOY — DATE

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS NO. 6025

STATE OF TEXAS REGISTERED ROBERT GLEN MALOY 6025 PROFESSIONAL LAND SURVEYOR

TREE LIST

TAG#	TYPE	SIZE
118	COTTONWOOD	31M
119	COTTONWOOD	44M
120	HACKBERRY	13M
121	HACKBERRY	13
122	HACKBERRY	16
123	BOIS D' ARC	13
124	HACKBERRY	20M
125	HACKBERRY	14M
126	LIVE OAK	27
127	LIVE OAK	29
128	LIVE OAK	14
128	LIVE OAK	16
129	LIVE OAK	22
130	LIVE OAK	17
131	LIVE OAK	14
132	LIVE OAK	16
133	LIVE OAK	15
134	LIVE OAK	14
135	LIVE OAK	12
136	LIVE OAK	18M
137	LIVE OAK	18M
138	LIVE OAK	15
139	LIVE OAK	28M
140	LIVE OAK	13
141	LIVE OAK	29
142	LIVE OAK	13
143	LIVE OAK	13
144	LIVE OAK	22M
145	LIVE OAK	22M
146	LIVE OAK	18M
147	LIVE OAK	12M
148	BOIS D' ARC	11M
149	BOIS D' ARC	16
150	AMERICAN ELM	24
151	LIVE OAK	19
152	LIVE OAK	25
153	AMERICAN ELM	24.5M
154	LIVE OAK	16
155	LIVE OAK	17.5M
156	LIVE OAK	12
157	LIVE OAK	16M
158	LIVE OAK	20.5M
159	HACKBERRY	13
160	BOIS D' ARC	28
161	HACKBERRY	13M
162	HACKBERRY	14
63	LIVE OAK	12
164	BOIS D' ARC	18.5M
165	BOIS D' ARC	12
166	BOIS D' ARC	22M
167	BOIS D' ARC	16M
168	BOIS D' ARC	18M
169	BOIS D' ARC	15M
170	BOIS D' ARC	13M
171	BOIS D' ARC	21M
172	BOIS D' ARC	22
173	HACKBERRY	21
174	HACKBERRY	31M
175	BOIS D' ARC	20
176	BOIS D' ARC	15
177	BOIS D' ARC	12
178	BOIS D' ARC	14
179	BOIS D' ARC	17
180	BOIS D' ARC	16.5M
181	HACKBERRY	14M
183	HACKBERRY	14M
182	BOIS D' ARC	28M
184	HACKBERRY	21
185	BOIS D' ARC	19
186	BOIS D' ARC	16
187	BOIS D' ARC	18
188	BOIS D' ARC	27.5M
189	MESQUITE 13M	
190	BOIS D' ARC	29
191	BOIS D' ARC	22
192	ASH	30
193	WILLOW	28
194	WILLOW	42
195	WILLOW	27M
196	WILLOW	28M
199	HACKBERRY	18M
201	BOIS D' ARC	19
202	BOIS D' ARC	19
203	BOIS D' ARC	2M
204	HACKBERRY	13
205	BOIS D' ARC	19M
206	MESQUITE	12M
207	BOIS D' ARC	12M
208	ASH	13
209	HACKBERRY	14
210	BOIS D' ARC	14.5M
211	BOIS D' ARC	14
212	BOIS D' ARC	23
213	BOIS D' ARC	28M
214	BOIS D' ARC	19M
215	HACKBERRY	12.5M
216	HACKBERRY	18
217	BOIS D' ARC	14M
218	BOIS D' ARC	17
219	ASH	19
220	BOIS D' ARC	16
221	BOIS D' ARC	12
222	COTTONWOOD	17
223	BOIS D' ARC	12
22	HACKBERRY	13
225	BOIS D' ARC	14.5M
226	HACKBERRY	28M
227	BOIS D' ARC	17M
228	BOIS D' ARC	22M
229	BOIS D' ARC	18
230	BOIS D' ARC	12M
231	BOIS D' ARC	13M
232	BOIS D' ARC	19M
233	BOIS D' ARC	24M
234	BOIS D' ARC	13M
235	BOIS D' ARC	12M
236	BOIS D' ARC	19
237	BOIS D' ARC	20
238	BOIS D' ARC	12
239	HACKBERRY	13
240	BOIS D' ARC	18M
241	BOIS D' ARC	32M
242	HACKBERRY	15M
242	BOIS D' ARC	35
243	LIVE OAK	35
244	LIVE OAK	12
245	HACKBERRY	14

SHEET 04 of 04	File: S:\Projects\Brooks\dwg\Brooks Base		
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	Scale (Hor.): 1"=100'	Scale (Vert.):	
	Drawn By: RGM	Checked By: MAM	
	Revision 1:		
	Revision 2:		
	Revision 3:		
	Revision 4:		

LAND TITLE SURVEY OF 4BEING 47.25 ACRES OF LAND, OUT OF THE JOHN PHARASS SURVEY, SECTION NO. 13, ABSTRACT NO. 361 AND THE SAMUEL PHARASS SURVEY 14, ABSTRACT NO. 360, IN HAYS COUNTY, TEXAS, TWO 5.00 ACRE TRACTS OF LAND CONVEYED TO D&L BROOKS INVESTMENTS, LLC BY DEED OF RECORD IN VOLUME 4975, PAGE 233 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND BEING THE REMAINDER OF 100 ACRE TRACT CONVEYED TO D&L BROOKS INVESTMENTS, LLC BY DEED OF RECORD IN VOLUME 4975, PAGE 238 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND SAID 100 ACRES CONVEYED TO ROY B. BROOKS AND HIS WIFE, VERNA L BROOKS BY DEED OF RECORD IN VOLUME 140, PAGE 255 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101
AUSTIN, TEXAS 78757
TELE: (512) 374-9722
FIRM REGISTRATION CERTIFICATE #10015100
robert@baselinelandsurveyors.net

EXHIBIT B
CONCEPT PLAN

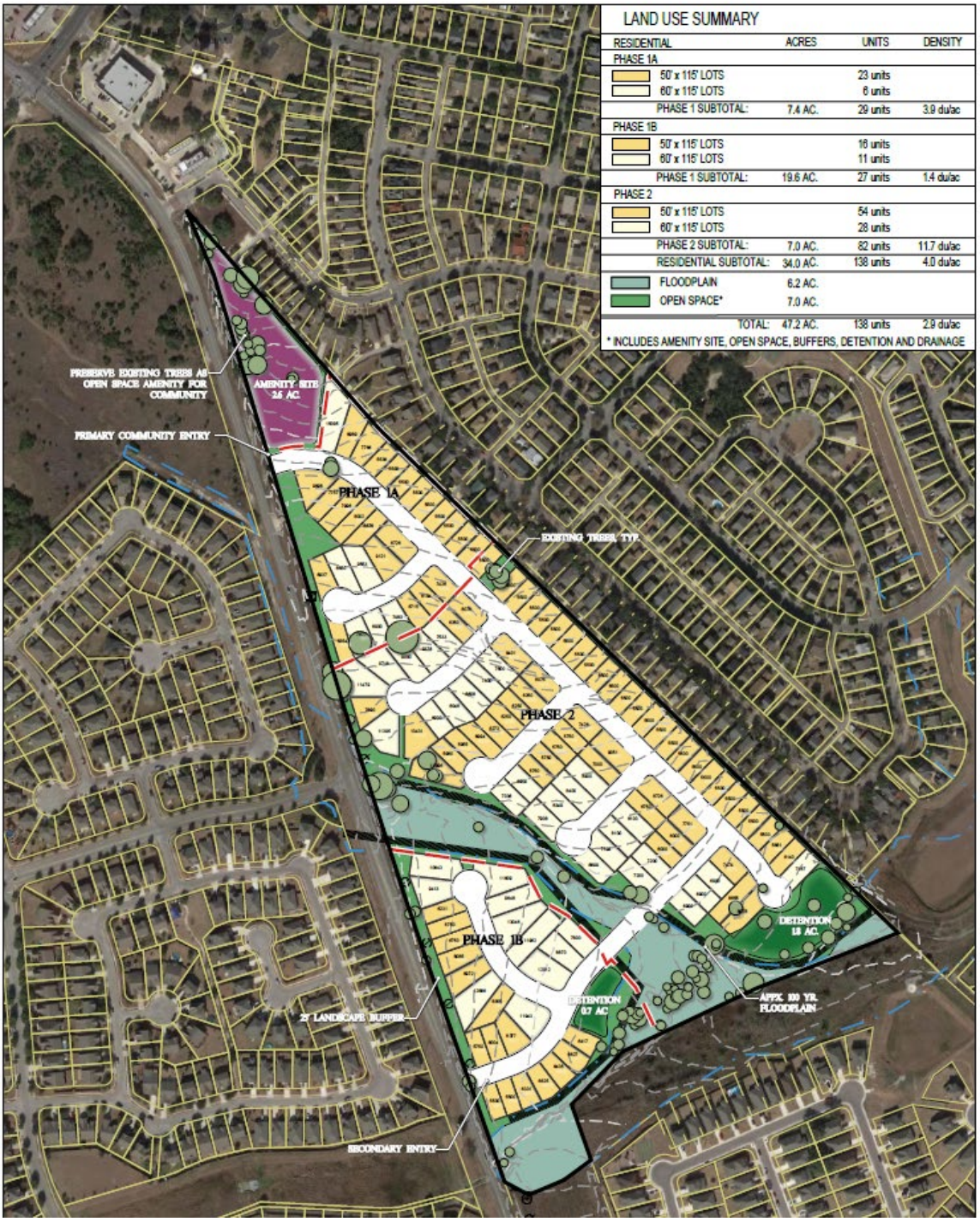


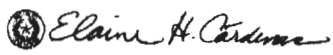
EXHIBIT C
STYLE GUIDE

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.

20002401 AGREEMENT
01/21/2020 03:53:06 PM Total Fees: $94.00



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

Chapter 53, Article I:

53-5, Definitions:

façade – both the entire single elevation or plane of a structure, or a child section therein that can be considered a unique plane due to change in depth or architectural features from the parent elevation.

front elevation – the dominate plane oriented toward the front property line, typically consisting of the primary entry and egress to the structure.

front porch – a covered area forward of the home's primary entry door with architectural delineators such as a railing with balusters, or solid wall of height less than four (4) feet and greater than three (3) feet, with minimum of eight (8) feet of width and four (4) feet of depth

front stoop cover – A protrusion that typically serves only to shield from above the front entrance landing of a home, and generally is less than eight (8') feet in width or depth.

front wall - the forward-most, covered façade or facades of a structure that face(s) the front property line.

multistory home – homes that have enclosed, conditioned, habitable space of at least one hundred-forty (140) square feet above the main floor.

primary garage opening – regardless if a single- or double vehicle garage entry, the Primary Garage Opening shall be the width of the opening for the garage door(s), which for a double vehicle garage is typically sixteen (16) to seventeen (17) feet. For garages intended for 3 vehicles, if only the single door for the 3rd vehicle faces forward, in the case of the two-vehicle garage being side entry, then this shall count as the Primary Garage Opening despite it being a single vehicle door.

Chapter 53, Article IV, Division 1:

I. NEIGHBORHOOD DESIGN & IMPROVEMENTS

§53-930 The following design concepts associated with one- and two-family residential dwelling projects should be incorporated in each neighborhood plan. The Planning and

Zoning Commission, following appropriate public notice in a newspaper of local circulation and on-site posting for no less than a fifteen (15) day review period, will review each proposal for new subdivisions against the following standards, and may approve, deny, or approve with conditions, each new application justified by the incorporation and suitability of each standard.

A. Design with nature – Before any layout or structure placement can be drawn for a site, the property should be evaluated for topography, natural water courses, and stands of trees. Placement of homes on high ground assists with gravity waste water infrastructure, and avoiding the development of naturalized areas creates the opportunity for passive subdivision amenities to be located in those areas, for the benefit of all the residents. Maximizing the accessibility of homes allows for fewer roads to be built, reducing the overall need for improvements and impervious surface area for the project in total.

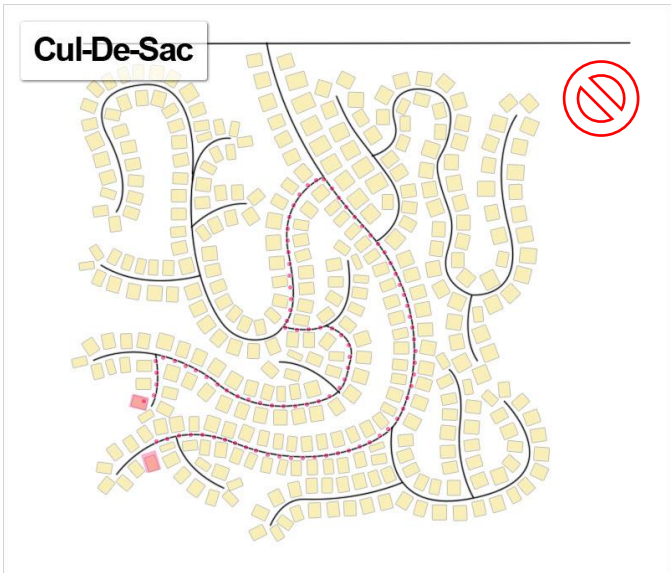
B. Consider green infrastructure – Utilize storm water right at the source: rather than inserting those waters back into an adjacent stream system, utilize reclaimed storm water to irrigate on-site landscaping or parks amenities. Capitalize on the use of natural filtration via rain gardens and pervious pavement, both of which can reduce the amount and velocity of storm water that does manage to make it off-site. Even residential downspouts can be responsibly connected to the storm sewer system, if those discharges are routed to a pond used for irrigation at the source.
C. Install amenities which serve a dual purpose – storm water management detention (dry ponds) can be utilized as sports fields, as Kyle on average only experiences 49 days per year of measurable precipitation. Retention ponds (wet ponds) can be designed as a source of local irrigation, and also as a focal point or gathering place for a passive recreation park or trail. Street-side tree plantings serve as traffic calming, provide shade & cooling for pedestrians, provide protections in the form of a buffer between pedestrians and vehicle traffic, and recent studies show the shade provided

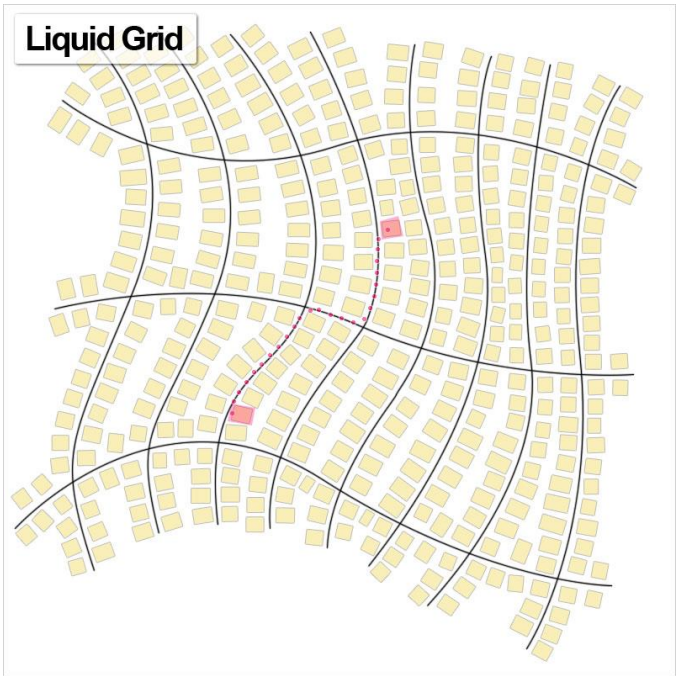
by the over-story canopy actually shades the sidewalk and road pavement, which reduces the expansion and contraction cycle of the hard surfaces, leading to longer time periods between necessary re-surfacing (street infrastructure resiliency). Easements for underground utilities which cannot be built upon with structures can be used for trail systems and bike/pedestrian connections.

D. Avoid mass grading to the greatest extent possible – native landscapes thrive best in undisturbed top soil to which they've grown accustomed. Retain native topsoil, specifically do not strip and later replace topsoil in areas that will not be built upon. Top- and sub-soil cleared and disturbed during the construction process is also much more susceptible to wind and water erosion, leading to siltation of neighboring water bodies. If no built improvements are planned for a particular area of a housing project, segregate those areas as 'no encroachment zones' during the construction process. This saves on labor, fuel, and equipment costs, with the added benefit of preserving a mature landscape area when the project is complete.

E. Encourage the installation of trails and passive recreation areas, rather than cut & fill near water courses. Residents located in projects too remote to be reached via walking or biking, still need walking and bike trails located near to where they live. Those areas that can't be built upon because of steep slopes, stands of mature forest canopy, or proximity to floodplain and other low sections of land are prime candidates for trails and low-impact recreation improvements. For a comparatively low capital outlay, the value of that amenity to a prospective buyer should be considered a necessary investment in any housing project.

F. Avoid cul-de-sacs – sometimes despite substantial obstacles, the transportation network in the project should create the most amount of connectivity possible. Through streets which create multiple pathways in, out, and through a project actually lead to lower overall speeds in a neighborhood, and greatly reduce the number of congestion points as compared to a project designed with dead-end cul-de-sacs. Reduced connectivity places a higher stress on those few remaining streets which do connect to adjacent collector and arterial roadways. Relieve the overall traffic demand on the most-popular corridors by creating alternatives for that traffic flow.





G. Short-term off-street parking should be provided. 90-degree and angled off-street parking spaces located throughout a residential project allow for occasional, temporary parking without taking up room in a private driveway, nor blocking travel lanes in violation of Kyle's life safety requirements for the unobstructed widths of streets. The provision for excess parking *off-street* also allows streets to be paved with less width required, which fulfills a traffic calming design function, reduces site-wide impervious surface area, and lowers overall development costs.

H. Within any project containing any amount of low-density residential land use, roughly 2% of the project's net acreage should be reserved for active recreational

opportunites, especially geared toward children. Playgrounds and tot lots should be situated as to be within a four-minute walk of most households. When they are spaced at this distance, a typical neighborhood will contain more than one such park. Each lot should be no smaller than a quarter-acre in size, containing hardscapes and landscaped areas, benches for resting, and play equipment, all in proximity to ample tree cover. While pocket parks may occupy an undeveloped home lot, it is best placed at a conspicuous location such as a staggered intersection or vista termination.

Chapter 53, Article IV, Division 1:

II. STANDARDS FOR RESIDENTIAL ONE- AND TWO-FAMILY DWELLING UNITS

§53-931 Kyle's Community Development Director, or his designee, shall review each new request for one- and two-family residential building permits against the following requirements. Home plans that conform with these guidelines may be approved for construction city-wide, where compliant and appropriate. Additionally, mirrored plans, and those plans which retain the overall architectural style but vary exterior cladding, similarly may also be approved for construction. If an applicant disagrees with the determination of the Director or designee, s/he may be appeal the decision to the Planning Commission, which may affirm the Director's decision, reverse it, or remand the review pending revisions to the plan set in question.

§53-932 Styles

A. Avoid homogeny of product styles in close proximity to one another - Vary orientation, architectural ornamentation, exterior building cladding, and colors for homes along the same block or development phase. No home plan should be built within three (3) lots, on either side of the street, of the same home plan within the same block.
B. Residential architecture should stay true to a specific style (Queen Anne, Craftsman, Victorian, Colonial, etc.), and not unnecessarily mix styles.

§53-933 Siting

A. Respect the scale of homes along the same block – do not place two homes of disparate scale/height alongside one another without appropriate separation, as that breaks up the predominant rhythm of the block from a pedestrian scale. No structure may exceed the height of an adjacent structure by more than one floor. Similarly, front building setbacks shall be complimentary along the block.

B. Alley loading is required for all homes on lots less than 50 feet in width*, preferable for homes on lots of less than 60 feet in width, and should be encouraged for all new housing projects, similar to the housing pattern established in Kyle's downtown. The greatest and most obvious benefit to this development style is a much-reduced reliance on front-loaded, auto-oriented dwelling units. *Cul-de-sac lots notwithstanding.
C. Detached garages or other accessory structures must be located in the rear yard.
D. Front-loaded garages shall not be located any closer than twenty (20) feet to a front property line in any district. Driveways will provide adequate room for parking without the need to block any sidewalks.
E. In no case should the enclosed garage be the portion of the home closest to the front property line. Garages accessed from the front yard should be setback from the front plane of the home by a distance of no less than five (5) feet, and from any front plane in the case of multiple front planes. A designation of front wall can be given to a load-bearing wall that defines an inhabitable area on-grade. This designation does not require the front wall to be fully enclosed, but it shall dominate the non-garage opening portion of the front elevation, such as the load-bearing portion of a covered front porch, or the load bearing portion of a front porch where there is a covered balcony overhead. Uncovered areas in front of the home will not count as a front wall. Final determination of what does and does not constitute the designation of front wall shall be determined by the planning director ("director") or designee.
F. Corner lots at the intersection of streets with different classification shall take vehicular access from the more minor of the two intersecting streets, if not alley or rear loaded.

§53-934 Materials/Construction

A. All homes will feature exteriors of a masonry material on all sides. This includes brick, natural stone, stucco, cementitious siding/panels, or other approved masonry cladding. Doors, windows, door and window casings, porch decking, roofs, and other architectural accent features are not required to be made from masonry materials.
B. As new technologies emerge in the building industry, materials may be introduced that resemble traditional building materials in appearance, especially regarding

exterior cladding. New, composite materials, including a combination of wood, cement, and plastic fibers, may be considered for selected, specific uses, as long as they can meet or exceed the performance of the material they are imitating. It is important that alternate materials closely replicate original materials in size, texture, profile and surface treatment.

C. The application of faux veneer panels as a primary cladding, such as brick veneer sheeting, Dryvit, EIFS, and engineered plywood is prohibited.

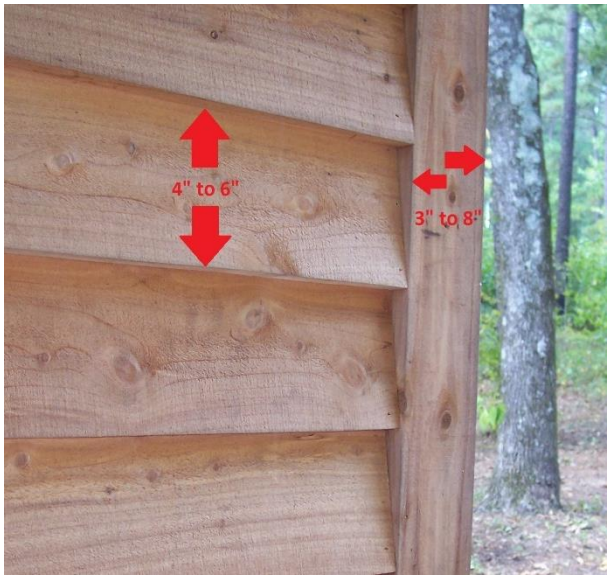
D. All single-family and two-family structures must provide a garage for the dwelling unit(s). The minimum size for garages shall be three hundred eighty (380) square feet; homes with garages that measure fewer than 430 square feet shall additionally provide an on-site storage structure, with floor area of no less than 140 square feet; homes with garages that measure at least 430 but less than 480 square feet shall additionally provide an on-site storage structure, with floor area of no less than 80 square feet; homes with garages that measure 480 or more square feet shall have no such requirement to provide any additional on-site storage structure.

E. The architectural dominance of the garage door(s) on front-loaded home architecture shall be minimized above all else. Kyle alternately requires or at the least strongly encourages alley-loaded, rear-facing garage type products, and the consistent use of side-loading garages, as well as garages located in the rear of the property but accessed from the front of the property.

F. Forward facing garage door(s) shall be clad in a neutral color, noticeably darker so as not to draw primary attention to the façade, and yet complimentary to the overall aesthetic of the home. The door(s) shall present architectural features like hinge straps, windows, awning/roofs, and/or decorative handles. No front-facing garage façade or combination of garage façades may comprise more than half the overall width of the home's front façade.

G. All façades of a building shall contain a combination of architectural treatments, windows, returns, awnings, stoops, porches, and doors such that the maximum allowable unbroken façade distance for each building or side of building shall be twenty (20) feet. Such controls shall pertain to both the vertical and horizontal elevations. “Blank facades” that do not feature windows, doors, or the above architectural treatments are strictly prohibited. Exposed vents, electric meter boxes, storm gutters and similar utility conduits do not qualify as architectural treatments. It should be noted that for fire-rated walls, penetrations are not required to meet this standard, so the standard is still valid in all cases.

H. The reveal (exposed portion) of siding will be a minimum of four (4) inches and shall not exceed six (6) inches. Corner boards should have the same width and depth as the siding reveal, and are not permitted to be more than two (2) inches greater than the siding reveal, or more than one (1) inch less than the siding reveal.



I. If appropriate to the architectural style, covered front porches shall be fully-functional, habitable areas and be of at least 120 square feet and at least eight (8) feet in depth.

J. Window shutters, whether functional or decorative, shall be scaled as if to cover the window to which they are adjacent.

K. When utilizing asphalt shingles as a roofing cover, the shingles will be 3-tab “architectural” or “dimensional” style shingles.

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.

20003263 AGREEMENT
01/28/2020 09:25:45 AM Total Fees: $142.00

Elaine H. Cárdenas

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