

STATE OF TEXAS §
 §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS, AND
MERITAGE HOMES OF TEXAS, 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 Meritage Homes of Texas, LLC, an Arizona limited liability company (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer intends to purchase a parcel of real property (the “Property” or “Parcel”) in Hays County, Texas, which is more particularly described in the attached Exhibit “A”;

WHEREAS, the City previously entered into that certain Development Agreement between City of Kyle, Texas and Intermandeco GP, LLC dated on or about May 14, 2020 applicable to the Property (the “Intermandeco Development Agreement”) and the Intermandeco Development Agreement has expired in accordance with its terms;

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 Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement;

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 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; and

WHEREAS, the City believes it is in the best interests of the City and the development to construct certain portions of the Opal roadway and Roland roadway across the Property and have the developer dedicate the associated ROW in exchange for waiver of certain development fees as a result of those improvements being built and ROW being dedicated.

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 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”), Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

1.02 Project Defined. The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, open spaces and two (2) small retail tracts of land. The Project, includes the subdivision of the Property, the construction of off-site and on-site utility and road facilities to serve the Project and Subdivision Infrastructure to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the “Project”). The Project will include multiple phases for platting and construction purposes.

1.03 Benefits.

(a) The City desires to enter into this Agreement because Developer agrees to construct these road improvements in exchange for the waiver of certain City fees as defined herein. The Developer 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 the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(b) The City’s execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer’s execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.04 Term. The term of this Agreement shall be 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 signed by Developer and the City.

ARTICLE 2
**ROW DEDICATION, OPAL LN IMPROVEMENTS, ROLAND LN IMPROVEMENTS,
CITY FEE WAIVERS, AND DEVELOPMENT STANDARDS**

2.01 Opal Ln ROW Dedication & Improvements. The Developer will re-construct Opal Ln as a C3U roadway across the Property as depicted in Exhibit “B” and dedicate the associated ROW.

2.02 Roland Ln Improvements. The Developer will re-construct Roland Ln across the Property as a C3U roadway as depicted in Exhibit “B” and dedicate the associated ROW.

2.03 City Fee Waivers. (a) Since the Developer will be fully improving the adjacent Opal Ln and Roland Ln across the property and dedicating necessary ROW, the value of those Opal Ln and Roland Ln improvements and the value of the additional ROW dedication will be credited against the Adjacent Lane Mile fees (ALMF) for the Project.

(b) To determine the dollar value of construction improvements being credited against the Adjacent Lane Mile Fee (ALMF), prior to acceptance of the improvements by the City, the Developer will provide an Engineer’s Cost Summary acceptable to the City Engineer that will include final pay applications and all applicable invoices related to the construction, engineering, design and all fees incurred to complete the full scope of Opal Ln and Roland Ln improvements. The Cost Summary will include a calculation which shall credit the actual cost total from the ALMF due for units in the Preliminary Plat. If the actual cost credit fails to cover the entire ALMF due, the remaining amount shall be paid under the normal City process.

(a) At the Developer’s option, to determine the dollar value to be credited against the Adjacent Lane Mile Fee (ALMF) for the any additional ROW being dedicated for the re-route of Opal Ln and Roland Ln that exceeds the City’s standard requirement, a third-party appraisal may be conducted prior to the dedication of said ROW to the City. This appraised value plus the cost of obtaining the value may also be credited against the Adjacent Lane Mile Fee (ALMF) due for the units in the Preliminary Plat.

2.04 Satisfactory Completion of Developer Improvements. The term “Developer Improvements” includes Opal Ln Improvements and Roland Ln Improvements, as defined herein. Upon completion of construction 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 five (5) business days. The City shall within two (2) 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 Improvements within two (2) business days of receipt of notice from Developer, and if all deficiencies have been remedied to the City’s satisfaction, the City shall furnish, within two (2) business days, a Letter of Satisfactory Completion to the Developer stating that the Developer Improvements have been constructed in substantial compliance with the Approved Plans, meet all applicable testing requirements and otherwise comply with the requirements of the City to accept the Developer Improvements for ownership, operation and maintenance and that building permits are available for the Lots contained within that subdivision plat.

2.05 City Acceptance of Developer Improvements.

(a) As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City's ownership of same, and any other items required by the City's subdivision ordinance for acceptance of public improvements, including but not limited to maintenance bonds. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to Developer Improvement to be accepted will also be delivered to the City.

(b) Prior to Council acceptance of public improvements, Developer shall dedicate the Developer Improvements to the City by plat recordation, separate conveyance or other requested means. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvements.

2.06 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 the Developer Improvement and shall be responsible for all costs associated with same.

2.07 Development Standards.

(a) **Development Requirements.** The structures located on the Property shall be constructed in accordance with the Development Standards set forth in **Exhibit C**, as well as the Applicable Regulations. In the event of a conflict between the Development Standards and the Applicable Regulations, the Development Standards shall control.

(b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of ordinance. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) 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
ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

3.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement 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 Developer assigns all of its respective rights under this 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. This Agreement may be assigned by Developer without the consent of the City to any entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

3.02 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.

3.03 Agreement Binding on Assigns. This 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 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 4
DEFAULT AND NOTICE

4.01 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 ten (10) business days from receipt of the notice to cure the default.

4.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, including 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.

4.03 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 4.03 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.

4.04 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.

4.05 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 1; 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
Fax:
Email: ssellers@cityofkyle.com

Any notice mailed to the Developer shall be addressed:

Meritage Homes of Texas, LLC
8920 Business Park Drive, Ste. 350
Austin, Texas 78759
Attn: Matthew Scrivener
Fax: (512) 610-6760
Email: matthew.scrivener@meritagehomes.com

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 5
PROPERTY AND MORTGAGEE OBLIGATIONS

5.01 Mortgage 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.

5.02 Mortgage 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 5.01. 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 7.05, 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.

5.03 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 6 MISCELLANEOUS

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

6.02 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.

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

6.04 Governing Law. This 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 Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

6.05 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, except that Developer may terminate this Agreement by sending the City a notice of termination within its contract feasibility period on the Property, 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.

6.06 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.


6.07 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.

6.08 Anti-Boycott. For purposes of Chapter 2270 of the Texas Government Code, Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Agreement. For purposes of Chapter 2270 of the Texas Government Code, the Developer represents and warrant that, at the time of execution and delivery of this Addendum, neither the Owner, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

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

SIGNED and executed this 9th day of JUNE, 2021.

DEVELOPER:
MERITAGE HOMES OF TEXAS, LLC

By: 
Name: MATTHEW SCRIVENER
Title: VICE PRESIDENT OF LAND DEVELOPMENT

CITY OF KYLE, TEXAS

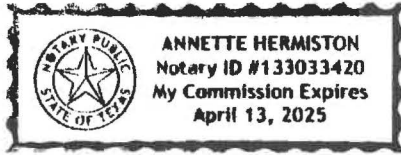
By: 
Travis Mitchell, Mayor

ATTEST:


Jennifer Holm, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

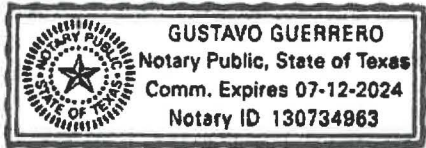
This instrument was acknowledged before me on JUNE 9TH, 2021, by MATTHEW SCRIVENER, Meritage Homes of Texas, an Arizona limited liability company, on behalf of said limited liability company.



Annette Hermiston
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on May 18, 2021, by Travis Mitchell, Mayor of Kyle, Hays County, Texas, on behalf of the city.



Gustavo Guerrero
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF PROPERTY

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 49.3928 ACRES (2,151,548 SQUARE FEET) OUT OF THE Z. HINTON SURVEY NO. 12, ABSTRACT NO. 220, IN HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 49.62 ACRES TRACT OF LAND CONVEYED TO KY-TEX PROPERTIES, INC. IN VOLUME 285, PAGE 458 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS (R.P.R.H.C.T.), SAID 49.3928 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



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

BEGINNING, at a 1/2-inch iron rod found in the northeast right-of-way line of Roland Lane (C.R. 137 – right-of-way varies), being the south corner of said Ky-Tex tract, and being west corner of the remainder of a called 170.876 acres tract conveyed to Paramount Park, Ltd. in Document No. 18013402 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), and being the south corner and **POINT OF BEGINNING** hereof, from which a cotton spindle found for an angle point in the northeast right-of-way of said Roland Lane, being the southwest line of said Paramount Park tract bears, S46°27'09"E, a distance of 1,204.49 feet;

THENCE, with the southwest line of said Ky-Tex tract, in part the northeast right-of-way line of said Roland Lane as occupied and used on-the-ground, in part crossing said Roland Lane, N46°24'08"W, a distance of **598.15** feet to a 1/2-inch iron rod with "4ward-Boundary" cap set for an angle point in the southwest line hereof, being in the southeast line of a called 50.912 acres tract conveyed to Texas Old Town, Inc. in Volume 1802, Page 353 (O.P.R.H.C.T.);

THENCE, continuing with the southwest line of said Ky-Tex tract, in part with the southeast line of said Texas Old Town tract, in part with the northeast line of a called 59.30 acres tract conveyed to FG2, LLC in Document No. 4579, Page 410 (O.P.R.H.C.T.), in part crossing said Roland Lane, in part with the apparent northeast right-of-way line of said Roland Lane as occupied and used on-the-ground the following two (2) courses and distances:

- 1) N43°55'32"E, passing at a distance of 34.58 feet a 60D nail found for the east corner of said Texas Old Town tract, from which a 3/4-inch iron rod with "Howard Surveying" cap found for an angle point in the common line of said Old Town tract and said FG2 tract bears, N45°54'41"W, a distance of 49.88 feet, in all a distance of **538.89** feet to a 1/2-inch iron rod found for the east corner of said FG2 tract,
- 2) N46°06'49"W, a distance of **279.80** feet to a 1/2-inch iron rod found for the southwest corner hereof, being an angle point in the northeast line of said FG2 tract, and being the apparent northeast right-of-way line of said Roland Lane as occupied and used on-the-ground, and being the south corner of a called 10.10 acres tract conveyed to Jewel Wayne Smith in Volume 4380, Page 444 (O.P.R.H.C.T.), from which a 1/2-inch iron rod found in the northeast line of said FG2 tract, and being the apparent northeast right-of-way line of said Roland Lane as occupied and used on-the-ground, and being the west corner of said Smith tract, and being the south corner of a called 10.005 acres tract conveyed to Thistlewood Manor, LLC in Volume 4848, Page 329 (O.P.R.H.C.T.) bears, N46°02'41"W, a distance of 437.74 feet;

THENCE, leaving the northeast line of said FG2 tract, and being the apparent northeast right-of-way line of said Roland Lane as occupied and used on-the-ground, with the northwest line of said Ky-Tex tract and with an apparent gap between deed lines of said Ky-Tex tract and said Smith tract, and in part crossing

Opal Lane (County Road 138 – right-of-way varies), **N43°56'09"E**, passing at a distance of 1,004.97 feet a calculated point, from which a 1/2-inch iron rod found for the east corner of said Smith tract, being an angle point in the southeast line of said Thistlewood tract bears, **N46°03'51"W**, a distance of 3.57 feet, passing at a distance of 2,132.77 feet a 1/2-inch iron rod found for the east corner of said Thistlewood tract, being the end of said gap between deed lines, and being in the southeast right-of-way line of said Opal Lane, from which an iron rod with “Sherwood Surveying” found for an angle point in the north line of said Thistlewood tract, being in the south right-of-way line of said Roland Lane, and being the east corner of a called 44.131 acres tract (Tract 2) conveyed to JDJ Family Manor, LLC in Volume 5092, Page 55 (O.P.R.H.C.T.) bears, **N46°13'53"W**, a distance of 50.06 feet, in all a distance of **2,148.62** feet to a calculated point for the north corner hereof, being in the center of Opal Lane, and being the north corner of said Ky-Tex tract, and being in the south line of a called 117.55 acres tract conveyed to Petra Ann Graef Peters in Volume 858, Page 444 described as a 55 1/2 acres tract in Volume 107, Page 497-499 of the Deed Records of Hays County, Texas (D.R.H.C.T.);

THENCE, with the northeast line of said Ky-Tex tract, in part the southeast line of said Ky-Tex tract, in part with the center of said Opal Lane, in part with the southwest line of said Peters tract, in part with the southwest line of a called said 117.55 acres Peters tract described as a 24.05 acres tract in Volume 170, Page 196-197 (D.R.H.C.T.), in part crossing said Opal Lane, the following three (3) courses and distances:

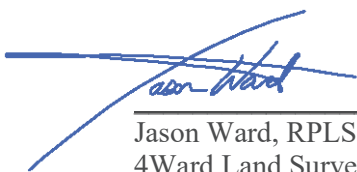
- 1) **S46°12'02"E** a distance of **837.05** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the east corner hereof, being the east corner of said Ky-Tex tract, and being in the east portion of said Opal Lane,
- 2) **S42°49'20"W**, a distance of **116.67** feet to a calculated point for an angle point hereof, being in the center of said Opal Lane,
- 3) **S43°04'20"W**, a distance of **385.27** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set (from which an iron rod found bears, **N39°23'07"E**, a distance of 1.78 feet) for an angle point hereof, being an angle point in the southeast line of said K-Tex tract, and being in the southwest right-of-way line of said Opal Lane, and being the north corner of said Paramount Park tract;

THENCE, continuing with the southeast line of said Ky-Tex tract and with the northwest line of said Paramount Park tract the following three (3) courses and distances:

- 1) **S43°15'30"W**, a distance of **1,070.42** feet to a Mag nail found for an angle point hereof,
- 2) **S42°43'17"W**, a distance of **651.54** feet to a cotton spindle found for an angle point hereof,
- 3) **S43°08'11"W**, a distance of **462.24** feet to the **POINT OF BEGINNING** hereof, and containing 49.3928 Acres (2,151,548 Square Feet) more or less.

NOTE:

Surveyed on the ground November 8, 2019. All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000100038566. See attached survey map (reference drawing: 00754_50ac Ky-Tex tract.dwg)



11/13/19

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC
TBPLS Firm #10174300

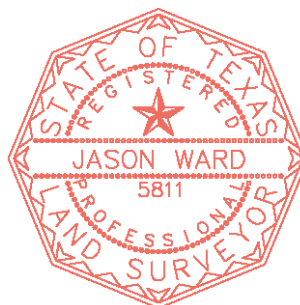
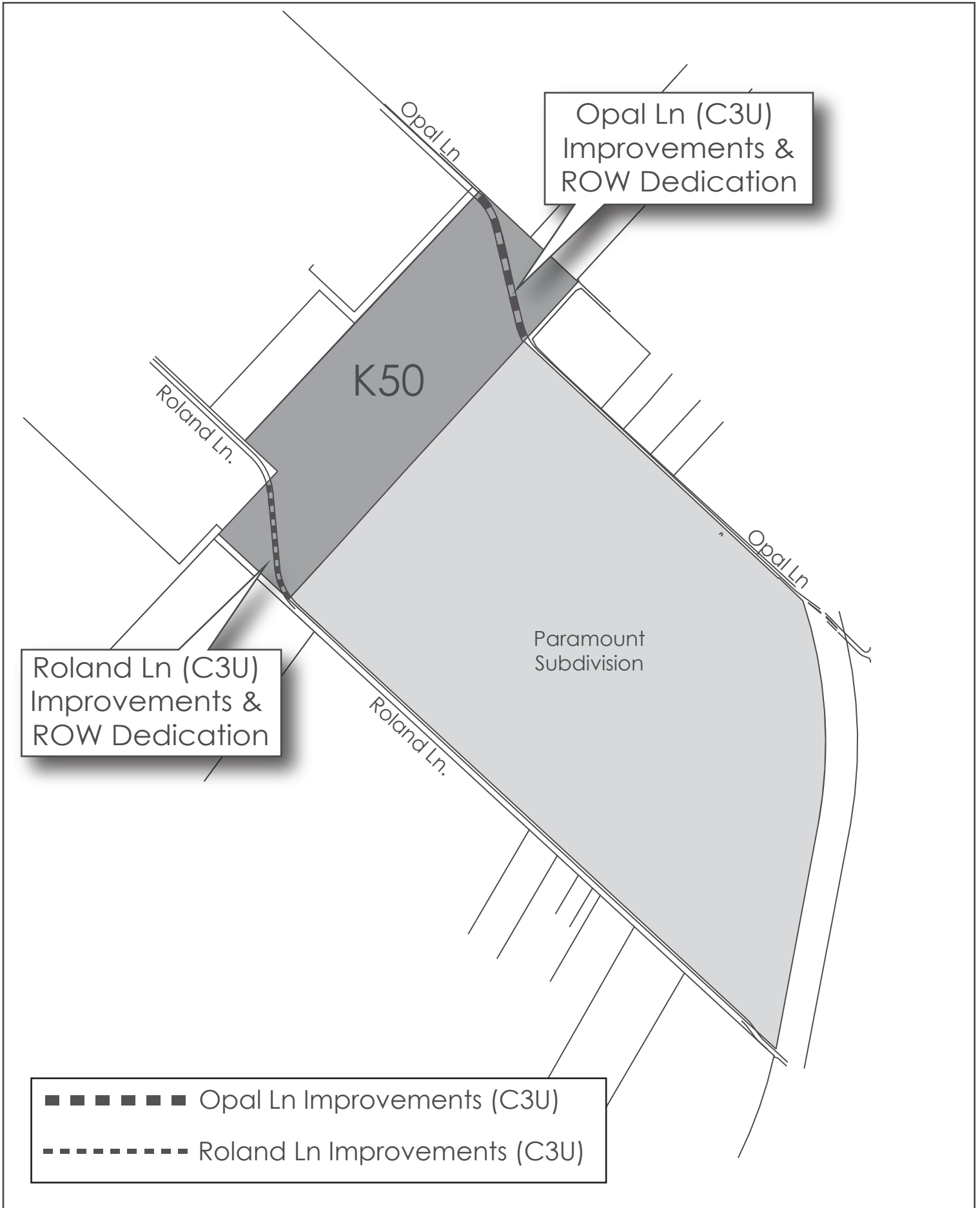


EXHIBIT B
OPAL LN & ROLAND LN IMPROVEMENTS

Exhibit "B"



Opal Ln (C3U)
Improvements &
ROW Dedication

Roland Ln (C3U)
Improvements &
ROW Dedication

- ■ ■ ■ ■ Opal Ln Improvements (C3U)
- - - - - Roland Ln Improvements (C3U)

EXHIBIT C

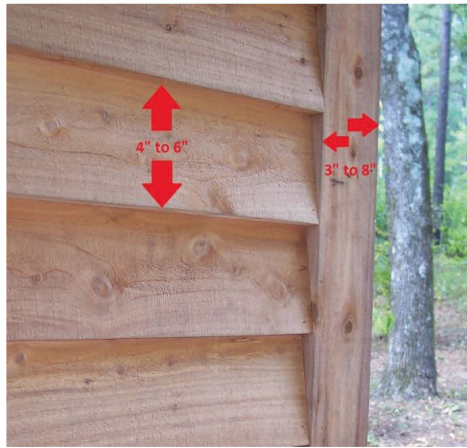
DEVELOPMENT STANDARDS

- (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, with the approval of the Planning Director. 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 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 20 feet. Such controls shall pertain to both the vertical and horizontal elevations. "Blank façades" 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 inches and shall not exceed six inches. Corner boards should have the same width and depth as the siding reveal, and are not permitted to be more than two inches greater than the siding reveal, or more than one 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 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.

21033604 AGREEMENT
06/23/2021 03:23:45 PM Total Fees: \$90.00

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

