

**CONSENT AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE  
TEXAS AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED  
PARTNERSHIP FOR PRAIRIE LAKES DEVELOPMENT**

**THIS CONSENT AND DEVELOPMENT AGREEMENT** (“*Agreement*”) is effective as set forth in Section 7.03 below, and is entered into by and between **THE CITY OF KYLE, TEXAS**, a Texas home rule municipal corporation (“*City*”), **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (“*Developer*”), and **DIECIESEIS, LLC**, a Texas limited liability company (“*Owner*”). Upon final creation of **EAST HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2**, a Texas conservation and reclamation district to be created and operating under Chapters 49 and 54 of the Texas Water Code (the “*District*”), the District shall join in this Agreement and be bound by its terms, conditions and provisions. City, Developer, and Owner are sometimes referred to herein collectively as the “*Parties*” and individually as a “*Party*”. This Agreement supersedes any previous Consent and Development Agreement and/or Amendment to Consent and Development Agreement between City and any previous Developers. The Parties hereby agree as follows:

**RECITALS**

- A. WHEREAS, Owner is the current owner of approximately 589.791 acres of land, more or less, in Hays County, Texas, said 589.791 acre tract being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the “*Developer Tract*”);
- B. WHEREAS, Owner has entered into a Contract of Sale with Developer dated October 28, 2021 for the sale and purchase of the Developer Tract.
- C. WHEREAS, Developer has submitted to the City conceptual plans for the development of the Developer Tract, consisting of single family residential, multi-family, and commercial uses which will be known as Prairie Lakes master planned subdivision (the “*Subdivision*”);
- D. WHEREAS, Developer desires to develop the Subdivision in accordance with the City’s Comprehensive Plan and all applicable statutes, and ordinances, except as may be otherwise modified by the development standards established herein;
- E. WHEREAS, Developer desires for the District to be created and the Developer Tract to be included in the District;
- F. WHEREAS, Developer will benefit from this Agreement by virtue of the City’s consent to the variance(s), accommodations and clarifications as more particularly described in this Agreement, as well as the creation of the District, which will provide certain water, wastewater, drainage, roads and park facilities and services to the Subdivision;
- G. WHEREAS, City will benefit from this Agreement due to (i) the resulting development in accordance with its ordinances except as modified herein, (ii) by the payment of the

Master Development Fee as provided herein, and (iii) the City’s ability to annex in the future;

H. WHEREAS, Developer has created a Concept Plan attached hereto as **Exhibit B**.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

**ARTICLE I DEVELOPMENT STANDARDS**

Section 1.01 The City and Developer hereby agree as follows:

(a) The lots referenced below will be referred herein as the “Lots”:

	Min Allocation (%)	Max Allocation (%)
66’ Duplex Residential	0%	10%
40’ Attached Garage Alley Residential	35%	45%
40’ Detached Garage Alley Residential	5%	15%
40’ Residential	10%	15%
50’ Residential	20%	30%
60’ Residential	5%	10%

(b) The Developer agrees to create a homeowners association (“HOA”).

(c) The Developer agrees that the City’s Building Inspection Department will issue all permits and conduct all inspections to verify all structures meet minimum code requirements and the requirements for structures, including building materials and methods requirements, set forth in this Agreement and that the City’s building codes and regulations will apply to construction of habitable structures on the Developer Tract in the same manner that such codes and regulations apply in the city limits. The City agrees to accept applications for up to fifty (50) building permits for review and approval prior to the final subdivision acceptance of each phase of development by the County; provided that Certificates of Occupancy will not be granted prior to the final subdivision acceptance of each phase of development unless the City is otherwise agreeable to granting said Certificates of Occupancy. Vertical construction may only commence after asphalt for street improvements is poured and properly cured before formal acceptance of public improvements.

(d) Notwithstanding the requirements specified for the “R-1-A” zoning district, the following development authorizations are agreed upon between Developer and City and the

Subdivision shall be developed in accordance with such development and use standards applicable to the R-1-A zoning district in effect on February 1, 2022 and the following such development standards:

1. The minimum square foot size for each single-family residence shall be increased by two hundred (200) square feet to a total of one thousand two hundred (1,200) square feet.
2. The minimum square foot size for garages for each single –family residence shall be three hundred sixty (360) square feet. The minimum square foot size for garages for each duplex residence shall be two hundred (200) square feet.
3. The minimum parking required for each single-family residential dwelling unit shall be two (2) spaces. Two additional parking spaces for each single-family alley residential dwelling unit shall be provided via a 10’ rear setback.
4. The garages may be flush with the front wall of the house; provided, however, that garages may not protrude in front of the front of the house (i.e. a snout house).
5. The building (residential and commercial) impervious coverage limitation for this provision shall be seventy-five percent (75%), and shall be measured/calculated on a “per lot” basis.
6. The setback requirements shall be as follows:

	Front (min.)	Side (min.)	Rear (min.)
66’ Duplex Residential	20’	5’	10’
40’ Attached Garage Alley Residential	10’	5’	18.5’
40’ Detached Garage Alley Residential	10’	5’	18.5’
40’ Residential	20’	5’	10’
50’ Residential	15’	5’	10’
60’ Residential	15’	5’	10’

7. 40’ Lots, 50’ Lots, and 60’ Lots shall be interspersed on the same street; provided, however, that there shall be no more than four (4) 40’ Lots in a row on the same street. Additionally, the Subdivision shall follow the Concept Plan, as shown in **Exhibit B**, with regards to connectivity and open space.
8. All forward facing garages doors shall be clad in a neutral color and include architectural features such as windows and/or decorative handles.

9. Local streets shall have fifty feet (50') of right-of-way with twenty-eight feet (28') of pavement, in lieu of 60' of right-of-way with 30' of pavement. The minimum pavement width for alleys, measured from edge of pavement to edge of pavement, shall be sixteen feet (16') with a twenty (20') foot public access easement. Alley access from public right of way shall be designed to allow adequate access for solid waste service.
  10. Except as otherwise set forth below, all homes will feature exteriors of a masonry material on all four sides. This includes brick, natural stone, stucco, cementitious siding/panels, or other approved masonry cladding. Doors, windows, porch decking, and other architectural accent features are not required to be made from masonry materials.
- (e) The City and Developer agree that the Developer Tract will not include more than 2,200 total Lots without the prior written consent of the City and will be in conformity with the percentages in subsection (a) of this Agreement.
  - (f) Developer shall designate Parcel 20 (1.3 acres, as shown on **Exhibit B**), to follow (i) the use restrictions for R/S zoning as provided in City zoning code, and (ii) the Vybe Trail-Oriented Development Manual, dated November 15, 2021, for character use.
  - (g) Developer shall have the right to move Parcel 20 (1.3 acres, as shown on **Exhibit B**), as needed for development of the any property located within the Developer Tract; provided, however, Developer must keep this parcel & acreage amounts adjacent to the dedicated City right-of-way being used for the Vybe trail.

Section 1.02 Unless otherwise specifically modified or provided otherwise herein, all applicable codes, ordinances, regulations and applicable rules that apply within the City's extraterritorial jurisdiction ("*ETJ*") shall apply to the Developer Tract and the Subdivision. If there is a direct conflict between the provisions of this Agreement and any codes, ordinances, regulations or applicable rules of the City, this Agreement while in effect shall control.

## ARTICLE II OBLIGATIONS OF THE PARTIES

Section 2.01 Developer shall perform, or cause to be performed, each of the following:

- (a) Upon completion of Subdivision, Developer shall dedicate and convey to Hays County the respective streets and public rights-of-way as shown on the final plats; provided, however, that the fee simple title to any entry features, the HOA parks, and other similar common areas or public utility easement areas shall be conveyed by Developer to the District, HOA or other appropriate entity, which shall be and remain responsible for the upkeep and maintenance thereof.
- (b) Developer shall comply with all applicable ordinances which apply to the ETJ as modified by this Agreement, and this Agreement.

- (c) Developer shall submit plats to the City for approval, which shall not be unreasonably withheld, conditioned, or delayed.
- (d) Developer shall design drainage facilities to the County's design standards. Developer will be required to demonstrate written permission from governing authority for use of soil and conservation site reservoirs as it relates to stormwater detention. Developer will also demonstrate written permission for the use of basins as it relates to parks and trails;
- (e) Developer shall comply with City's street sign standards for any roadway within the District boundary constructed as part of the Development; provided, however, this requirement shall be waived if the County does not accept the streets if the signage does not comply with Hays County standards. Hays County will inspect and approve all phases of the construction of the Project's Street Facilities. Notwithstanding, the City has the right to inspect all phases of the construction of the Street Facilities; provided, however, that any such inspections shall be at the sole cost and expense of the City, unless Hays County transfers its right of inspection to the City in which case the expense will be borne by Developer.
- (f) Curbs and gutters to be constructed on all streets in accordance with County's standards; provided, however, Developer may, at its option, use tri-axial Geogrid or Lime Stabilized base(s) for construction of streets in order to meet Hays County standards. All street design shall require Hays County approval, which approval shall not be unreasonably withheld, conditioned, or delayed;
- (g) Developer shall provide City a copy of each utility bond issue application filed by the District with the Texas Commission of Environmental Quality ("TCEQ"), or successor agency.
- (h) Developer agrees that the District debt issued will not cause the projected District ad valorem tax rate per TCEQ guidelines applicable to "projected growth" bond approvals to exceed applicable TCEQ guidelines.
- (i) Developer agrees that the land uses shown in the Concept Plan attached as **Exhibit B** will not be changed without the prior written approval of City. Provided, however, in order to provide flexibility with respect to certain details of the development of the Project, Developer may seek changes in the location and configuration of the use classifications shown on the Concept Plan, including changes within the proposed residential, commercial, or open space areas shown on the Concept Plan as long as overall density does not exceed 2,200 Lots and/or the percentage of each type of lot, as described in Section 1.01(a) remains the same within the allocations set forth in Section 1.01(a). Such changes may be granted administratively by the City Manager or his designee.
- (j) Developer shall require that all front yards and side yards of corner Lots be irrigated and have landscape standards in compliance with the City's requirements, which is enforced by the HOA and that trees or other landscape material that needs to be replaced from time

to time be done so at the direction of the HOA in order to maintain a high standard of landscape throughout the neighborhood. Notwithstanding anything to the contrary contained herein, Developer shall not be required to place "Street Trees" within the rights-of-way. In lieu thereof, the front yards of each Lot shall contain one (1) "Street Tree" placed within the first five feet (5') of the front yard of said Lot.

- (k) Developer shall pay to the City the costs and expenses incurred by the City for the legal and engineering services related to this Agreement and the development of the Subdivision in accordance with applicable City ordinances; provided that such fees shall be the same as charged by the City to other similar developments in the city limits and City's ETJ and may include without limitation, the Adjacent Lane Mile Fee, Parkland dedication fee (Land), and Parkland dedication fee (Improvements/Facilities). This section is not intended to address payment of fees by utility customers, including but not limited to impact fees, tap fees, and retail utility service rates and fees and such fees shall be controlled by the applicable City ordinances and state law.
- (l) Developer shall pay to the City a Master Development Fee of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) to be paid to the City out of the net Developer reimbursement from the proceeds from the first issuance of bonds by the District for expenses related to Prairie Lakes project. The City, the Developer and the District agree that the payment of the Master Development Fee is to be paid directly from the net Developer reimbursement from the proceeds of the first issuance of bonds issued by the District at the time of the closing of such series of bonds, but in any event not later than thirty (30) days from the date of closing such bonds. The first series of bonds shall be sized to include at least \$3,000,000 in net reimbursements to the Developer, and the Developer will provide the City with a copy of said sizing calculations before applying to the TCEQ for approval of the bond issuance. The Developer shall enter such additional agreements with the District and the City as necessary to give effect to this subsection.

The parties recognize that the District must follow certain and precise steps to issue bonds, including obtaining the approval of the Texas Commission on Environmental Quality and the Office of the Attorney General. The District's financial advisor shall advise the District as to (i) the amount of bonds that can be prudently sold from time to time, and (ii) the date recommended as to bond issuance from time to time.

The parties agree that the City will receive the first \$3,000,000.00 of net bond proceeds that the District issues related to Prairie Lakes Project within the East Hays County MUD No. 2. Notwithstanding anything in this Agreement to the contrary, if the District does not issue the bonds at all, then in such event, the District and Developer shall have no liability to the City whatsoever.

The Developer shall instruct the District to pay the Master Development Fee and the Vybe Trail Improvements Fee and the District will pay said fees on the Developer's behalf within the timeframes set forth in this Agreement. The parties agree to memorialize the payment of the Master Development Fee by the Developer making a partial assignment of reimbursement rights in favor of the City by a separate agreement. This assignment

shall be completed prior to or concurrent with the first issuance of District bonds related to Prairie Lakes Project.

In the event that the District and the Developer fail to comply with this subsection or subsection (n), in addition to any other remedy available to the City, the City may also withhold development approvals for the Prairie Lakes Project and the District may not issue bonds until the failure to comply is cured.

- (m) Following completion of construction of the drainage facilities, and before the District's final acceptance of the drainage facilities, the Developer shall either: (i) cause the inspection of the drainage facilities for the Subdivision to be performed by a qualified third party inspector and a copy of such report provided to the City; or (ii) allow the City to inspect, at the City's expense, the drainage facilities to determine if the facilities were constructed in compliance with the applicable regulations and the approved construction plans. The Developer shall cause any defects in the drainage facilities identified during the inspection to be corrected before the District's final acceptance of such drainage facilities.
- (n) Developer shall pay to the City a Vybe Trail Improvements Fee for the construction of the Vybe Trail Improvements per the Concept Plan in **Exhibit B** in the amount of \$1,000,000.00, in accordance with **Exhibit H** attached hereto dated December 29, 2021. The City, the Developer and the District agree that the payment of the Vybe Trail Improvements Fee is to be paid directly from the net Developer reimbursement from the proceeds of the second issuance of bonds issued by the District at the time of the closing of such series of bonds, but in any event not later than thirty (30) days from the date of closing such bonds.
1. Developer will dedicate a right-of-way to the City on the property where the intended Vybe trail is planned, per Exhibit B. The right-of-way will be a minimum of 20' in width and shall comply with the City's standard detail.
  2. Dedication of the right-of-way shall occur after the submittal of the preliminary plat of the adjacent parcels of the property to the Vybe trail, per Exhibit B. The open space shown on Exhibit B is not required to be platted the open space is permitted to have right-of-way dedication by separate instrument.
  3. The Developer shall cause the HOA to have the permanent, binding, continuing responsibility for the maintenance, repair and operation of the Vybe trail (the "Maintenance Obligation"). The HOA's Maintenance Obligation shall be noted on the plat and in the restrictive covenants filed of record for the subdivision (the "HOA regulations"). The owner of each lot within the Developer Tract shall be required to be a member of the HOA, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The HOA's regulations will establish periodic Owner's Association dues and assessments, to be charged and paid by the lot owners in within the Developer Tract, that are and will be sufficient to maintain the Vybe Trail. The HOA regulations will require the periodic dues and assessments

to be increased from time to time as necessary to provide the funds required for the maintenance of the Vybe trail, and to provide funds required for the management and operation of the HOA. The HOA regulations shall give the City authority to judicially enforce the covenants requiring the Maintenance Obligation and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. The HOA regulations shall be subject to the City's approval. Compliance with this section shall be a condition of final plat approval.

Section 2.02 City hereby agrees as follows:

- (a) City consents to the creation of the District and inclusion of the Developer Tract in the District, subject to the terms and conditions of this Agreement. The City agrees to evidence its consent by adopting, concurrently with approval of this Agreement, a consent resolution in the form attached hereto as **Exhibit D**.
- (b) The District has and will exercise all powers permitted by Chapters 49 and 54, Texas Water Code or any other applicable statute.
- (c) City agrees to timely review Developer's preliminary plan, plat, construction plans, and any other documents and plans as may be necessary for the development of the Subdivision. The Developer elects and agrees that the preliminary plans, construction plans, and final plat for the Subdivision shall be reviewed under City's alternative review process. The City hereby agrees that the Preliminary Plan Review Period and the Plat & Construction Plan Review Period may occur simultaneously.

Section 2.03 The provisions of this Agreement shall be further evidenced by the following, as appropriate:

- (a) The execution and filing of an appropriate Memorandum of Record in the real property records of Hays County, Texas, in form and substance as provided for in **Exhibit G** attached hereto and incorporated herein, which shall include explicit notice of the Developer's agreement that the Developer Tract may be annexed into the City as provided in Section 5.01 of this Agreement and that such agreement is binding on persons who purchase property within the Developer Tract;
- (b) Appropriate notation(s) on the preliminary and final plats of the Subdivision; and
- (c) The execution and recording of a CC&Rs for the Subdivision, wherein the HOA will be funded for minimum maintenance requirements for property identified as HOA property within the Subdivision.

### **ARTICLE III ASSIGNMENT OF DEVELOPER RIGHTS AND OBLIGATIONS**

Section 3.01 Developer's rights and obligations under this Agreement may be assigned by Developer or Owner, and shall inure to the benefit of and be binding upon, future purchasers of all or part of the land within the Subdivision; provided that Developer or Owner obtains the



City's written consent to the assignment, which shall not be unreasonable withheld, conditioned, or delayed; provided further that the Owner may assign the Agreement to the Developer and such assignment is hereby approved.

#### **ARTICLE IV MUNICIPAL UTILITY DISTRICT**

Section 4.01 Consent to Creation of Municipal Utility District. City hereby consents to the creation of a municipal utility district, and inclusion of the Developer Tract in the district, within the City's ETJ as evidenced by Resolution No. 1276 approved by the City Council on February 1, 2022 and attached as **Exhibit D** (the "Consent Resolution"), subject to the terms and conditions of this Agreement. The District shall be lawfully created by order of TCEQ within two (2) years from the Effective Date of this Agreement.

Section 4.02 Execution of this Agreement.

- (a) The Developer covenants and agrees to cause the Board of the District to approve and execute this Agreement and to deliver an executed original of this Agreement to the City within thirty (30) days after the Board holds its organizational meeting. If the District fails to execute and deliver this Agreement to the City within such thirty (30) day period, the City may, following Notice and Opportunity to Cure, terminate this Agreement upon ten (10) days' written notice to the other Party. If this Agreement is terminated pursuant to this Section, then the City may elect in its sole discretion to repeal the Consent Resolution.
- (b) If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 4.02(a); such failure is not cured following Notice and Opportunity to Cure; and the City does not terminate this Agreement, such failure will constitute a material breach of this Agreement by the Developer and operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City will have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section.
- (c) If the Developer fails to cause the District to approve, execute and deliver this Agreement as required by Section 4.02(a), then the City may withhold development approvals until the breach has been cured, and the Developer may not, from and after the date of such breach, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Developer Tract until the breach has been cured.

Section 4.03 Strategic Partnership Agreement. Developer shall take all actions necessary and appropriate to cause the District, to enter into a strategic partnership agreement with the City in a form substantially similar to that set forth in **Exhibit E**, unless the District and the City agree to modify the form, within one year of the date the Board holds its organizational meeting (the "Strategic Partnership Agreement"). The strategic partnership agreement will allow the City to collect sales tax from within the boundaries of the Developer Tract, and to allow for full purpose annexation in accordance with the terms thereof. If the Developer fails to cause the District to

approve, execute and deliver the Strategic Partnership Agreement as required by this Section, the City may exercise the remedies set forth in Sections 4.02(b), and (c).

Section 4.04. Consent to Annexation by District. The District may not annex any additional property located outside the Land into its boundaries without the prior written consent of the City, except for the Unincorporated Parcel (as defined in Section 5.02), the Consent for which is hereby granted, and the City agrees to adopt a resolution consenting to such annexation with the same terms and conditions set forth in the Development Agreement, provided that the Unincorporated Parcel has been added into the City's extraterritorial jurisdiction.

Section 4.05. District Powers. The creation of the District and the City's consent thereto are for the purpose of promoting the orderly development and extension of utility services to the Land. Except as limited by this Agreement, the District shall have all powers and functions of municipal utility districts under the laws of the State of Texas, including without limitation, Chapters 49 and 54 of the Texas Water Code.

Section 4.06. District Services.

(d) The District may provide any facilities and services authorized under the laws of the State of Texas.

Section 4.07. Filing of Budget and Audit Report. The District shall file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Secretary and the City Manager of the City within thirty (30) days after approval by the District's Board of Directors.

Section 4.08. Incorporation of Territory.

- (a) In furtherance of the purposes of this Agreement, the Developer agrees, on behalf of itself, and its successors and assigns, and, upon the District's joinder in this Agreement, the District shall covenant and agree, to the extent allowed by law, that, except upon written consent of the City Council of the City, it shall not: (1) seek or support any effort to incorporate any of the Developer Tract, or any part thereof; or (2) advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to incorporate any of the Developer Tract, or to include any of the Developer Tract within any incorporated entity other than the City.
- (b) The Developer, upon the District's joinder in this Agreement, further warrants, covenants, and agrees that the land that is included in the boundaries of the District is wholly located within the ETJ of the City, and the Developer and the District upon the District's joinder in this Agreement agree that neither the Developer nor the District shall seek to include land within the boundaries of the District that are located within the ETJ of another City.

Section 4.09. Future Legislation. The Developer agrees, on behalf of itself and its successors and assigns and, upon the District's joinder in this Agreement, the District will covenant and agree, that it will not seek or support, or cause to be sought or supported, legislation that causes any term of this Agreement to be ineffective, invalid, or unenforceable. To the extent allowed by law, the

Developer and the District further agree that this Agreement shall control in the event of a conflict with current or future laws.

**Section 4.10 Annexation by City.** Pursuant to this Agreement, the Developer Tract and any land subsequently annexed into the District, shall remain in the ETJ of the City and shall be immune from full purpose annexation by City for the Term of this Agreement; provided, however, notwithstanding any other provision of this Agreement to the contrary, City may annex land within the District, as permitted by law, for full purpose during the Term upon under the terms and conditions of the Strategic Partnership Agreement which are herein incorporated by reference and shall apply and be in full force and effect even if the District and the City fail to enter into the Strategic Partnership Agreement. Before the Developer Tract is annexed by the City, the District shall cause the public streets and roads within the Developer Tract to be brought up to a minimum of seventy percent (70%) of the pavement condition required by the Army Corps of Engineers for Pavement Management (the “Pavement Work”). The Parties shall cooperate to address the timing of the Pavement Work in relation to the annexation of the Developer Tract. If all or any portion of the Developer Tract is annexed during the Term of this Agreement, the City shall not prevent Developer from using such Developer Tract during the Term of this Agreement (or thereafter pursuant to any vested rights owner may then have) in a manner consistent with the applicable regulations.

## ARTICLE V ANNEXATION

**Section 5.01** Developer approves this Agreement and shall be considered for all purposes a valid and legally sufficient request and petition by Developer, binding on successor owners of land in the District, to extend the city limits (i.e., incorporated municipal boundary) of the City to include the land in the Developer Tract within the City’s municipal limits so long as such annexation is in compliance with the requirements set forth in this Agreement and the Strategic Partnership Agreement. No additional petitions from the Developer or any successor owners of land in the Developer Tract are necessary for annexation. Developer acknowledges and agrees that this annexation request can only be revoked by mutual agreement of Developer and the City.

**Section 5.02** Developer hereby petitions the City to include an additional 23-acre portion of the Developer Tract, currently residing in the unincorporated municipal boundary of Hays County, within the City’s ETJ, as depicted on **Exhibit C** (the “*Unincorporated Parcel*”) and agrees to execute and deliver to the City the petition requesting addition of the Unincorporated Parcel into the City’s ETJ attached hereto as **Exhibit C** no later than one year following the Effective Date. City and Developer agree to cooperate in good faith to annex the Unincorporated Parcel into the City’s ETJ, and City and Developer agree to execute any additional documents necessary to include the Unincorporated Parcel into the City’s ETJ no later one year from the Effective Date.

## ARTICLE VI. ISSUANCE OF BONDS

Section 6.01 Purposes. The District may issue bonds or notes for all purposes authorized under the laws of the State of Texas including without limitation, for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; (e) design, acquire, construct, finance, maintain and convey roads to the County for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code; and (f) develop and maintain park and recreational facilities as authorized pursuant to Subchapter N of Chapter 49 of the Texas Water Code. The District may reimburse the Developer in amounts and for purposes only as authorized by TCEQ rules and regulations, or in the absence of any such rules and regulations, to the extent authorized by the laws of the State of Texas.

Section 6.02. Terms and Conditions of District Bonds. Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided that such requirements do not generally render the Bonds unmarketable:

(a) The Bonds shall be issued in series with a minimum limit on each series of Bonds of \$1,000,000, unless the series in question is the last issue of Bonds to be issued by the District;

(b) The maximum maturity of any series of bonds of the District is 25 years. The final maturity of the bonds of the District must be no later than 40 years from the Effective Date.

(c) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor, and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 3% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(d) The District shall reserve the right to redeem each series of its Bonds at any time no later than the tenth (10<sup>th</sup>) anniversary of the date of issuance, without premium;

(e) No variable rate Bonds shall be issued by the District without City approval;

(f) The first series of Bonds shall be issued by the District not later than the tenth (10<sup>th</sup>) anniversary of the date of the City's acceptance of the subdivision infrastructure for the first phase of the subdivision.

Section 6.03 Notice to City. The District may issue new money bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so at least thirty (30) days prior to the anticipated date of sale or execution of the proposed bond or note purchase agreement.

Section 6.04 Notice of Bond Sale. (a) Except as provided in Section 6.07 and for bonds that do not require review and approval of the TCEQ, at least 30 days before submission of an application for the approval of the District's issuance of any bonds, to the TCEQ or its successor agency, the District will deliver a notice to the City containing: (a) the amount of bonds being proposed for issuance; (b) a description of the projects to be funded by the bonds; and (c) the date that the bonds will finally mature and be paid in full. (b) For bonds not subject to City review or approval described in Section 6.07 or for bonds that do not require review or approval of the TCEQ, at least seven days before submission of an application for approval of the issuance of the bonds to the Attorney General, the District will deliver a notice to the City containing (a) the amount of the bonds being proposed for issuance; (b) a description of bonds to be refunded; and (c) the expected debt service savings, as applicable.

Section 6.05 Submittal of Bond Application. No later than thirty days after the filing of any bond application with TCEQ, the District will provide the application to the City.

Section 6.06 Bond Objections. The City may object to any bond issue which does not comply with the terms of this Agreement, or if the District is otherwise in material default with respect to any other term of this Agreement (a "City Objection"). Any City Objection must (a) be in writing; (b) be given to the District within 30 days from the date of the City's receipt of District's notice under Section 6.04 (a) of this Agreement to be timely made (as used herein); (c) be signed by the City Manager or Finance Director of the City; and (d) specifically identify the non-compliance or default. If a City Objection is timely made, the City and the District will use good faith efforts to resolve the City Objection within a reasonable time but no later than thirty days, and the District will not proceed with the sale of the Bonds to which the City Objection applies until the City Objection has been cured or waived. If a City Objection is not timely made, the District may proceed with the sale of the Bonds without needing to resolve any City Objection. The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, a copy of this Agreement.

Section 6.07 Sale of Refunding Bonds or Notes. Anything in this Article to the contrary notwithstanding, no City review or approval shall be required in connection with: any bond or note refunding which (1) has a final maturity no longer than the final maturity on the refunded bonds, (2) shall achieve a net present value savings, and (3) has savings which are substantially or fairly uniform over each maturity of bonds being refunded; however, the District must deliver a certificate from its financial advisor that demonstrates that the proposed refunding complies with this Section and must deliver evidence of its compliance with the requirements of this Section to the City within three business days after the execution of the purchase agreement for the refunding. It is specifically agreed that a District's bonds or notes, when issued, may be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

Section 6.08 Official Statements. Within 30 days after a District closes the sale of any series of Bonds, the District will deliver a copy of the final official statement for such bonds to the City. If the City requests any additional information regarding the District's bonds, the District will promptly provide such information as it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules or information that is not already available.

Section 6.09 Other Funds. The District may use funds and assets from any other available, lawful sources to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets may include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the District.

Section 6.10 Limit of City's Liability. Unless the City annexes the District and assumes the assets and liabilities of the District upon its dissolution, neither the Bonds nor any other obligations of the District will ever become an obligation of the City.

## ARTICLE VII MISCELLANEOUS PROVISIONS

### Default

#### Section 7.01

- (a) If at any time either Party (the “*Defaulting Party*”) shall have failed to duly perform any material obligations of this Agreement (“*Events of Default*”), the other Party (the “*Non-Defaulting Party*”) may give written notice to the Defaulting Party specifying in reasonable detail the nature of the complaint (“*Notice of Complaint*”). If the Defaulting Party fails to cure the matter in a reasonable manner within thirty (30) days of the date of receipt of such Notice of Complaint, or fails to take reasonable steps to secure and give reasonable assurances to the Non-Defaulting Party that such matter will be cured or rectified within a reasonable period of time and diligently pursues such cure to completion, then such failure to cure shall constitute a breach of this Agreement. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may pursue any remedy available at law or at equity, other than, except as provided in Section 4.02(a), termination of this Agreement. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of the notice and cure periods set forth in this Section 7.01.
- (b) No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
- (c) The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code, to the extent damages may be recoverable under

applicable law. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of governmental immunity on the part of the City.

### **Force Majeure**

Section 7.02 The term “*force majeure*” as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

Section 7.03 If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Notices**

Section 7.04 All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local Austin, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City:	City of Kyle Attn: City Manager 100 W. Center Street Kyle, Texas 78640
If to the Developer:	Continental Homes of Texas, L.P. Attn: John Sparrow 10700 Pecan Park Blvd, 4 <sup>th</sup> Floor Austin, Texas 78750
With a copy to:	DR Horton, Inc. Attn: Jim Ilkenhans 4306 Miller Road Rowlett, Texas 75088

With a copy to: Armbrust & Brown, PLLC  
Attn: David Armbrust  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

With a copy to: Armbrust & Brown, PLLC  
Attn: Ferris Clements  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

With a copy to: Allen Boone Humphries Robinson LLP  
Attn: Ryan Harper  
1108 Lavaca, Suite 510  
Austin, Texas 78701

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

**ARTICLE VIII.  
FURTHER PROVISIONS**

**Term**

**Section 8.01**

- (a) This Agreement shall be effective for forty (40) years from the Effective Date; provided that the Agreement shall be extended for as long as Bonds are outstanding, and thereafter, the Agreement shall be subject to one (1) automatic extension of five (5) years, provided that the Agreement is not earlier terminated in accordance with the terms, provisions and conditions of this Agreement.
- (b) The City may terminate this Agreement in the event that the District is not created and its organizational meeting is not held by December 31, 2024.

**Entire Agreement**

**Section 8.02** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof. Provided, further, that this Agreement supersedes any previous development and consent agreements and any amendments thereto.

**Effective Date**



Section 8.03 “*Effective Date*” means the date the Agreement is fully executed by the City and the Developer.

### **Texas Law Governs**

Section 8.04 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall be exclusively in Hays County, Texas.

### **Time of the Essence**

Section 8.05 It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

### **Execution**

Section 8.06 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures sent to each respective Party solely for the purpose of evidencing each Party’s execution of this Agreement shall be acceptable to bind the Parties and shall not in any way affect this Agreement’s validity. The Parties intend to confirm the initial facsimile signatures by exchanging ink-signed originals, but the Parties’ failure to exchange ink-signed originals shall not affect the Agreement’s validity in any way.

### **Severability**

Section 8.07 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.

### **Statutory Verifications**

#### Section 8.08

#### Developer:

- (a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to

applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

- (b) To the extent this Agreement 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an

existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Owner:

- (a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent this Agreement 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, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i)

refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed hereto below.

CITY:

**CITY OF KYLE, TEXAS,**  
a municipal corporation

By: *Travis Mitchell*  
Name: Travis Mitchell  
Title: Mayor  
Date: 2/22/2022

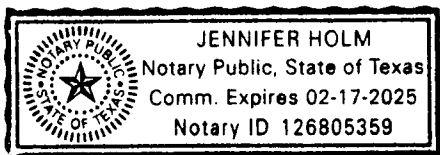
THE STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)

*Jennifer Holm*  
Notary Public Signature



**DEVELOPER:**

**CONTINENTAL HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: CHTEX of Texas, Inc.,  
a Delaware corporation  
its General Partner

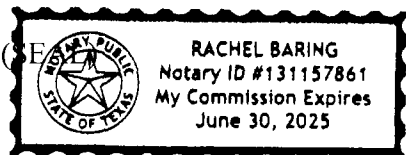
By: [Signature]  
John Sparrow, Assistant Secretary

Date: 3/29/2022

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 29 of ~~February~~ March, 2022 by John A. Sparrow, as ASSISTANT SECRETARY of CHTEX of Texas, Inc., a Delaware corporation, the General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said companies.



[Signature]  
Notary Public Signature

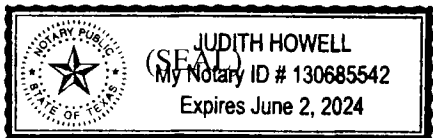
**OWNER:**

**DIECIESEIS, LLC,**  
a Texas limited liability company

By: [Signature]  
Name: Ryan Horton  
Title: manager  
Date: 4-8-22

THE STATE OF TEXAS            §  
COUNTY OF Tarrant §

This instrument was acknowledged before me this 8<sup>th</sup> day of April, 2022, by Ryan Horton, manager of Dieciseis, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public Signature

This page was removed for recording purposes only. The page is the signature page for the East Hays County Municipal Utility District No. 2, which will be executed at a later date. This page can be viewed at the City Secretary's Office at 100 W. Center Street, City of Kyle, Texas 78640.



**DISTRICT:**

**EAST HAYS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 2**, a Texas  
conservation and reclamation district to be  
created and operating under Chapters 49 and  
54 of the Texas Water Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS                    §

COUNTY OF \_\_\_\_\_                    §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of the East County Municipal Utility District No.  
2, a Texas conservation and reclamation district to be created and operating under Chapters 49 and  
45 of the Texas Water Code, on behalf of said district.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

## EXHIBIT A DEVELOPER TRACT

EXHIBIT "A"

DR Horton-City of Kyle ETJ  
589.791 Acres  
Job No. 8008-00

### METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 589.791 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27, DEED RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF THE CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY WARRANTY DEED RECORDED IN VOLUME 263, PAGE 545 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 201.80 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 247, PAGE 512 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 589.791 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod found on the occupied easterly right-of-way line of County Road 212 (S. Turnerville Road) at the north corner of the called 147.098 acre tract as conveyed to Lance Oehler by Warranty Deed recorded in Document No. 19038847 of the Official Public Records of Hays County, Texas, at the most westerly corner of the above-described 793.3 acre tract, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod found for reference bears S 01°25'04" E a distance of 7.89 feet;

THENCE, with the occupied easterly right-of-way line of said County Road 212, generally as fenced, the following six (6) courses:

- 1) N 43°17'16" E a distance of 1,769.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) N 43°52'29" E a distance of 396.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) N 43°35'53" E a distance of 825.36 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 4) N 42°28'27" E a distance of 359.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 5) N 43°10'14" E a distance of 1,367.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 6) N 47°13'02" E a distance of 72.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection with the southerly right-of-way line of County Road 107 (Satterwhite Road), at the most northerly corner of said 793.3 acre tract, for the most northerly corner of the herein described tract;

Page 1 of 8

G:\TXC\Projects\DRHorton\8008-00-Ky-Tex\_Survey\5V\04\_Finals\MB\8008-00\_589.791 Acre Kyle ETJ-FN.doc

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following five (4) courses:

- 1) S 60°54'37" E a distance of 924.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 62°04'51" E a distance of 373.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 61°03'39" E a distance of 1,578.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 4) S 61°37'39" E a distance of 354.21 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing the occupied southerly right-of-way line of said County Road 107, over and across said 793.3 acre tract, with an easterly ETJ line of the City of Kyle, the following two (2) courses:

- 1) S 8°39'26" E, a distance of 1067.40 feet to a calculated point; and
- 2) S 5°42'43" E, a distance of 680.79 feet to a calculated point on the westerly right-of-way line of said County Road 107 for the most easterly corner of the herein described tract;

THENCE, with the occupied westerly right-of-way line of said County Road 107, generally as fenced, the following two (2) courses:

- 1) S 43°13'23" W a distance of 279.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 2) S 43°42'03" W a distance of 915.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an outside exterior corner of said right-of-way, at an interior corner of said 793.3 acre tract, for an interior corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, S 46°30'15" E a distance of 678.42 feet to a calculated point on the northerly City of Niederwald Extraterritorial Jurisdiction (ETJ) line and the southerly City of Kyle ETJ line for an exterior corner of the herein described tract;

THENCE, over and across said 793.3 acre tract and said 201.80 acre tract, with the common ETJ lines of the City of Niederwald and the City of Kyle, the following twenty three (23) courses:

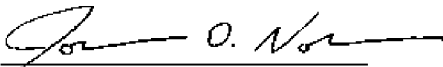
- 1) S 43°09'09" W, a distance of 242.87 feet to a calculated point;
- 2) S 43°16'22" W, a distance of 1020.16 feet to a calculated point;

- 3) S 43°22'32" W, a distance of 524.48 feet to a calculated point;
- 4) S 43°22'32" W, a distance of 471.66 feet to a calculated point;
- 5) S 43°22'31" W, a distance of 111.62 feet to a calculated point;
- 6) S 43°22'32" W, a distance of 268.57 feet to a calculated point;
- 7) S 82°05'45" W, a distance of 189.66 feet to a calculated point;
- 8) S 81°16'46" W, a distance of 194.92 feet to a calculated point;
- 9) S 77°35'33" W, a distance of 172.76 feet to a calculated point;
- 10) S 73°50'33" W, a distance of 172.76 feet to a calculated point;
- 11) S 70°05'33" W, a distance of 172.76 feet to a calculated point;
- 12) S 66°20'36" W, a distance of 27.82 feet to a calculated point;
- 13) N 68°39'30" W, a distance of 18.24 feet to a calculated point;
- 14) N 72°24'27" W, a distance of 172.76 feet to a calculated point;
- 15) N 76°09'27" W, a distance of 172.76 feet to a calculated point;
- 16) N 79°54'27" W, a distance of 172.76 feet to a calculated point;
- 17) N 83°39'27" W, a distance of 172.76 feet to a calculated point;
- 18) N 87°24'27" W, a distance of 172.76 feet to a calculated point;
- 19) S 88°50'32" W, a distance of 172.76 feet to a calculated point;
- 20) S 85°05'33" W, a distance of 172.76 feet to a calculated point;
- 21) S 82°48'22" W, a distance of 37.86 feet to a calculated point;
- 22) N 66°04'00" W, a distance of 65.95 feet to a calculated point; and
- 23) N 68°39'27" W, a distance of 75.08 feet to a calculated point on a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract for the southwest corner of the herein described tract;

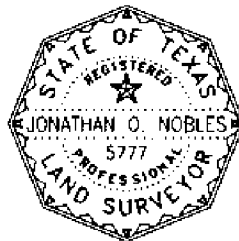
THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, N 43° 14' 27" E a distance of 936.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most easterly corner of said Oehler 147.098 acre tract, on the south line of said 793.3 acre tract, at the most northerly corner of said 201.80 acre tract, for an inside corner of the herein described tract, from which an 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found for reference, bears S 78° 20' 07" W, a distance of 10.36 feet;

THENCE, with the southerly line of said 793.3 acre tract and the northerly line of said Oehler 147.098 acre tract, generally as fenced, N 46° 56' 35" W a distance of 3,514.41 feet to the POINT OF BEGINNING and containing 589.791 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of an on the ground survey, and the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS No. 5777

BGE, Inc.  
101 West Louis Henna Blvd, Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPELS Licensed Surveying Firm No. 10106502

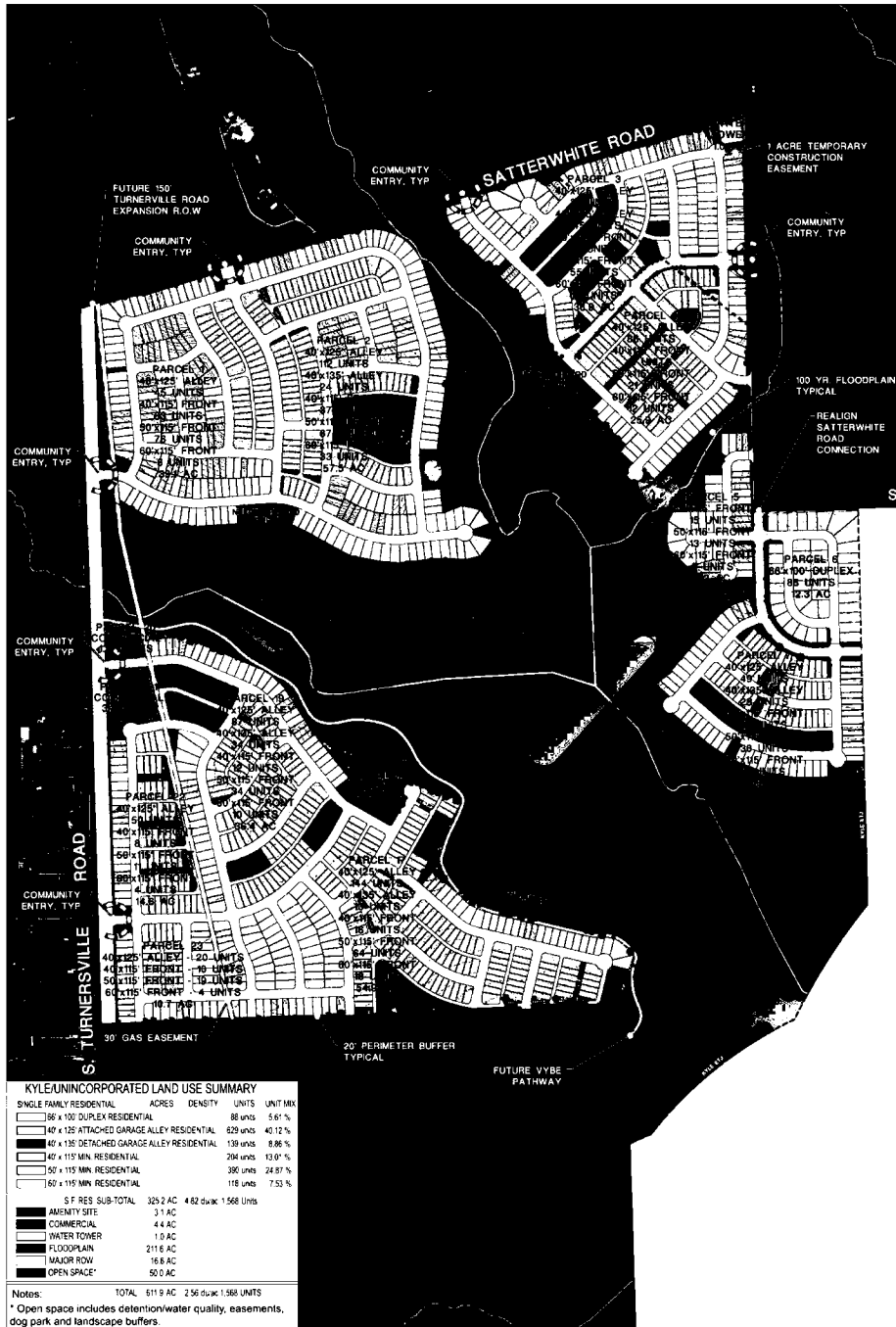


10/01/2020

Date

Date: October 1, 2020  
Project No.: 8008-00

# EXHIBIT B CONCEPT PLAN



**D-R-HORTON**  
America's Builder

**SEC Planning, LLC**  
Land Planning • Landscape Architecture • Community Branding  
ALBUQUERQUE, NM

LOTTING H  
KYLE/UNINCORPORATED LAND  
**PRAIRIE LAKES**  
KYLE, TEXAS

Scale: 1" = 600'  
Date: January 17, 2021

SHEET FILE: V:\2007\6-HORTON\SEC\PLANNING\Lotting H.dwg  
 Based on mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

**EXHIBIT C**  
**UNINCORPORATED PARCEL**

EXHIBIT \_\_\_\_

DR Horton  
22.296 Acres  
Job No. 8008-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 22.296 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 22.296 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the occupied southerly right-of-way line of County Road 107 (Satterwhite Road) with the occupied westerly right-of-way line of said County Road 107, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the occupied westerly right-of-way line of said County Road 107, generally as fenced, the following four (4) courses:

- 1) S 16°09'38" W a distance of 19.79 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 43°28'59" W a distance of 680.27 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 43°53'54" W a distance of 411.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 4) S 43°13'23" W a distance of 343.57 feet to a calculated point on the east line of the City of Kyle ETJ for the southerly corner of the herein described tract;

THENCE, departing the occupied westerly right-of-way line of said County Road 107, over and across said 793.3 acre tract with the east line of the City of Kyle ETJ, the following (2) courses:

- 1) N 5°42'43" W, a distance of 680.79 feet to a calculated angle point; and
- 2) N 8°39'26" W, a distance of 1067.40 feet to a calculated point on the southerly right-of-way line of said County Road 107, for the northwest corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following two (2) courses:

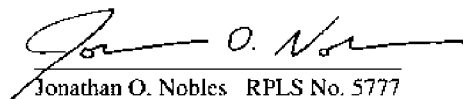
- 1) S 61°37'39" E, a distance of 256.10 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and

Page 1 of 4

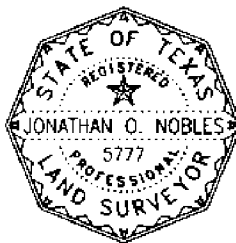
G:\TXC\Projects\DRHorton\8008-00-Ky-Tex\_Survey\SV04\_Finals\MB\8008-00\_22.296 Acre Hays County-FN.dwg

- 2) S 61°03'09" E, a distance of 1139.61 feet to the **POINT OF BEGINNING** and containing 22.296 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of an on the ground survey, and the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.



Jonathan O. Nobles RPLS No. 5777  
 BGE, Inc.  
 101 West Louis Henna Blvd, Suite 400  
 Austin, Texas 78728  
 Telephone: (512) 879-0400  
 TBPELS Licensed Surveying Firm No. 10106502



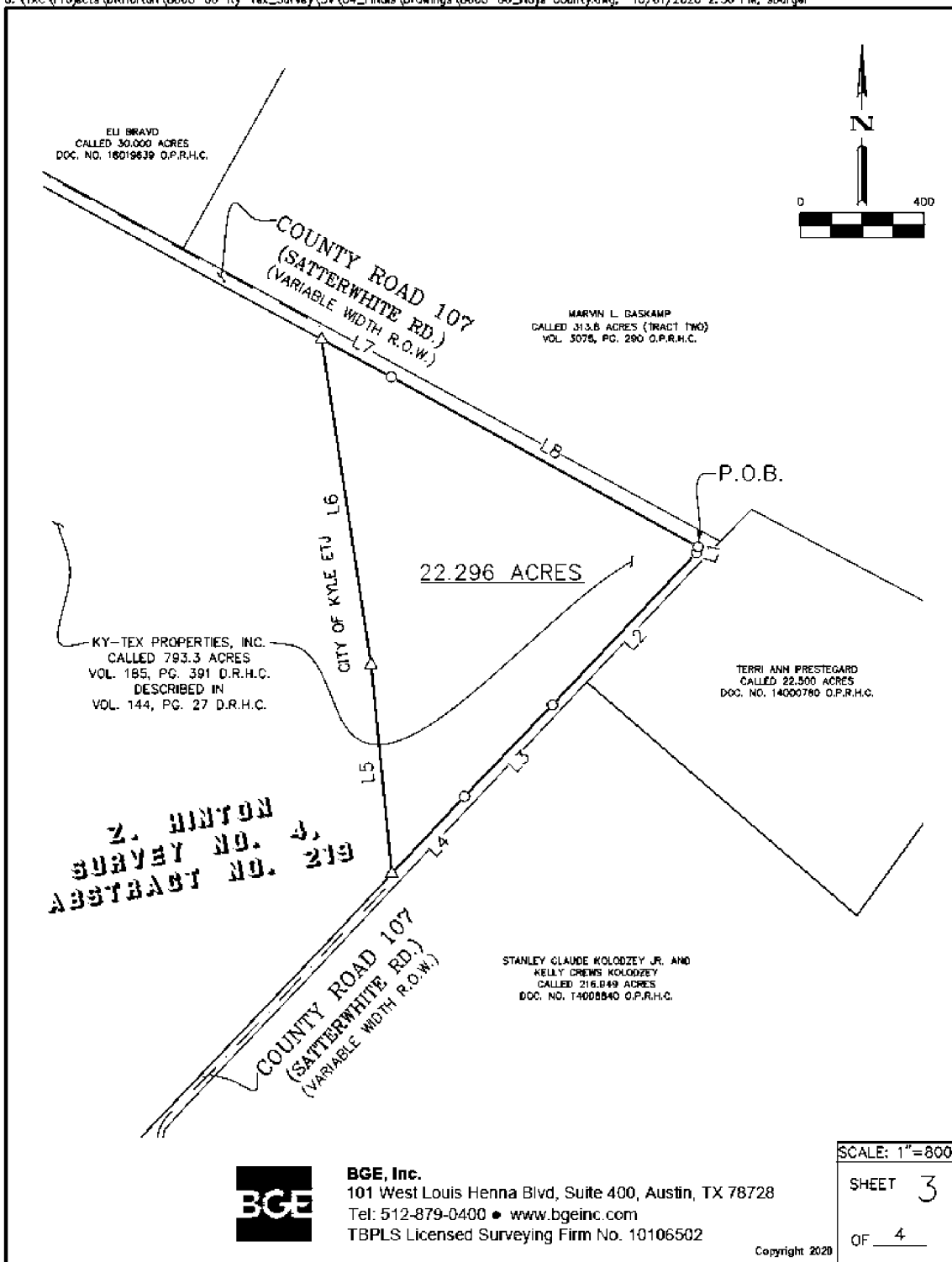
10/01/2020

Date

Date: October 1, 2020  
 Project No.: 8008-00



G:\TXC\Projects\DRHorton\8008-00-Ky-Tex\_Survey\SV\_04\_Finals\Drawings\8008-00\_Hays County.dwg, 10/01/2020 2:56 PM, sbarger



G:\TXC\Projects\DRHorton\8008-00-Ky-Tex\_Survey\SV\04\_Finals\Drawings\8008-00\_Hays County.dwg, 10/01/2020 2:57 PM, sbarger

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 16°09'38" W	19.79'
L2	S 43°28'59" W	680.27'
L3	S 43°53'54" W	411.35'
L4	S 43°13'23" W	343.57'
L5	N 05°42'43" W	680.79'
L6	N 08°39'26" W	1,067.40'
L7	S 61°37'39" E	256.10'
L8	S 61°03'09" E	1,139.61'

**LEGEND**

DOC. DOCUMENT  
 D.R.H.C. DEED RECORDS OF HAYS COUNTY  
 NO. NUMBER  
 O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY  
 PG. PAGE  
 R.O.W. RIGHT-OF-WAY  
 VOL. VOLUME  
 ○ SET 1/2" IRON ROD W/ CAP STAMPED "BGE INC"  
 △ CALCULATED POINT

**GENERAL NOTES**

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYTEM, SOUTH CENTRAL ZONE 4204, NAD83.
2. POLITICAL BOUNDARIES SHOWN HEREON ARE EXTRACTED FROM GIS DATA AND ARE APPROXIMATE. THE CITY OF KYLE ETJ LIMITS LINWORK WAS DOWNLOADED FROM THE CITY OF KYLE GIS.  
<https://www.cityofkyle.com/planning/interactive-web-maps>



**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

Copyright 2020

SCALE:	SCALE
SHEET	4
OF	4

**EXHIBIT D  
RESOLUTION REGARDING CONSENT TO MUNICIPAL UTILITY DISTRICT**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS,  
GRANTING CONSENT TO THE CREATION OF A MUNICIPAL UTILITY  
DISTRICT AND THE INCLUSION OF LAND THEREIN**

WHEREAS, the City of Kyle, Texas (the "City"), received a Petition for Consent to the Creation of a Municipal Utility District from the owners of the land described in Exhibit "A" (the "Land") attached hereto; and

WHEREAS, the Land is currently located within the extraterritorial jurisdiction of the City; and

WHEREAS, Section 42.042 of the Texas Local Government Code provides that land within a city's extraterritorial jurisdiction may not be included within a municipal utility district without the city's consent; and

WHEREAS, the City, landowner and the developer entered into that certain Consent and Development Agreement between the City of Kyle, Texas, Diecieseis, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership for Prairie Lakes Development dated effective \_\_\_\_\_ (the "Consent Agreement");

WHEREAS, the City desires to grant consent to the creation of the municipal utility district and the inclusion of the Land in the district in accordance with the terms and conditions of the Consent Agreement; and

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

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of the City hereby grants its written consent to the creation of a municipal utility district and the inclusion of the Land located within the City's extraterritorial jurisdiction in such district in accordance with the terms and conditions of the Consent Agreement.

Section 3. The City Council of the City hereby specifically imposes the conditions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 4. The terms and provisions of the Consent Agreement, as it may be amended from time to time, are incorporated herein by reference and will be applicable to the District.

Section 5. That, in addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Resolution, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent

jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed by this Resolution.

Section 6. That, if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 7. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**Property Description**

EXHIBIT "A"

DR Horton-City of Kyle ETJ  
589.791 Acres  
Job No. 8008-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 589.791 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27, DEED RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF THE CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY WARRANTY DEED RECORDED IN VOLUME 263, PAGE 545 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 201.80 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 247, PAGE 512 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 589.791 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod found on the occupied easterly right-of-way line of County Road 212 (S. Turnerville Road) at the north corner of the called 147.098 acre tract as conveyed to Lance Oehler by Warranty Deed recorded in Document No. 19038847 of the Official Public Records of Hays County, Texas, at the most westerly corner of the above-described 793.3 acre tract, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod found for reference bears S 01°25'04" E a distance of 7.89 feet;

THENCE, with the occupied easterly right-of-way line of said County Road 212, generally as fenced, the following six (6) courses:

- 1) N 43°17'16" E a distance of 1,769.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) N 43°52'29" E a distance of 396.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) N 43°35'53" E a distance of 825.36 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 4) N 42°28'27" E a distance of 359.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 5) N 43°10'14" E a distance of 1,367.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 6) N 47°13'02" E a distance of 72.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection with the southerly right-of-way line of County Road 107 (Satterwhite Road), at the most northerly corner of said 793.3 acre tract, for the most northerly corner of the herein described tract;

Page 1 of 8

G:\DC\Projects\DRHorton\8008-00-Ky-Tex\_Survey\SV\04\_Finals\MB\8008-00\_589.791 Acre Kyle ETJ-FN.doc

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following five (4) courses:

- 1) S 60°54'37" E a distance of 924.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 62°04'51" E a distance of 373.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 61°03'39" E a distance of 1,578.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 4) S 61°37'39" E a distance of 354.21 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing the occupied southerly right-of-way line of said County Road 107, over and across said 793.3 acre tract, with an easterly ETJ line of the City of Kyle, the following two (2) courses:

- 1) S 8°39'26" E, a distance of 1067.40 feet to a calculated point; and
- 2) S 5°42'43" E, a distance of 680.79 feet to a calculated point on the westerly right-of-way line of said County Road 107 for the most easterly corner of the herein described tract;

THENCE, with the occupied westerly right-of-way line of said County Road 107, generally as fenced, the following two (2) courses:

- 1) S 43°13'23" W a distance of 279.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 2) S 43°42'03" W a distance of 915.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an outside exterior corner of said right-of-way, at an interior corner of said 793.3 acre tract, for an interior corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, S 46°30'15" E a distance of 678.42 feet to a calculated point on the northerly City of Niederwald Extraterritorial Jurisdiction (ETJ) line and the southerly City of Kyle ETJ line for an exterior corner of the herein described tract;

THENCE, over and across said 793.3 acre tract and said 201.80 acre tract, with the common ETJ lines of the City of Niederwald and the City of Kyle, the following twenty three (23) courses:

- 1) S 43°09'09" W, a distance of 242.87 feet to a calculated point;
- 2) S 43°16'22" W, a distance of 1020.16 feet to a calculated point;

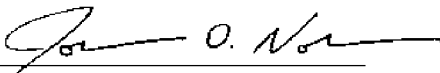


- 3) S 43°22'32" W, a distance of 524.48 feet to a calculated point;
- 4) S 43°22'32" W, a distance of 471.66 feet to a calculated point;
- 5) S 43°22'31" W, a distance of 111.62 feet to a calculated point;
- 6) S 43°22'32" W, a distance of 268.57 feet to a calculated point;
- 7) S 82°05'45" W, a distance of 189.66 feet to a calculated point;
- 8) S 81°16'46" W, a distance of 194.92 feet to a calculated point;
- 9) S 77°35'33" W, a distance of 172.76 feet to a calculated point;
- 10) S 73°50'33" W, a distance of 172.76 feet to a calculated point;
- 11) S 70°05'33" W, a distance of 172.76 feet to a calculated point;
- 12) S 66°20'36" W, a distance of 27.82 feet to a calculated point;
- 13) N 68°39'30" W, a distance of 18.24 feet to a calculated point;
- 14) N 72°24'27" W, a distance of 172.76 feet to a calculated point;
- 15) N 76°09'27" W, a distance of 172.76 feet to a calculated point;
- 16) N 79°54'27" W, a distance of 172.76 feet to a calculated point;
- 17) N 83°39'27" W, a distance of 172.76 feet to a calculated point;
- 18) N 87°24'27" W, a distance of 172.76 feet to a calculated point;
- 19) S 88°50'32" W, a distance of 172.76 feet to a calculated point;
- 20) S 85°05'33" W, a distance of 172.76 feet to a calculated point;
- 21) S 82°48'22" W, a distance of 37.86 feet to a calculated point;
- 22) N 66°04'00" W, a distance of 65.95 feet to a calculated point; and
- 23) N 68°39'27" W, a distance of 75.08 feet to a calculated point on a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract for the southwest corner of the herein described tract;

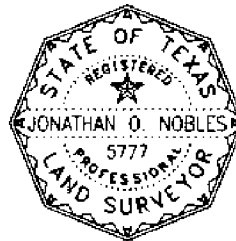
THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, N 43°14'27" E a distance of 936.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most easterly corner of said Oehler 147.098 acre tract, on the south line of said 793.3 acre tract, at the most northerly corner of said 201.80 acre tract, for an inside corner of the herein described tract, from which an 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found for reference, bears S 78°20'07" W, a distance of 10.36 feet;

THENCE, with the southerly line of said 793.3 acre tract and the northerly line of said Oehler 147.098 acre tract, generally as fenced, N 46°56'35" W a distance of 3,514.41 feet to the **POINT OF BEGINNING** and containing 589.791 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of an on the ground survey, and the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.



Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.  
101 West Louis Henna Blvd, Suite 400  
Austin, Texas 78728  
Telephone: (512) 879-0400  
TBPELS Licensed Surveying Firm No. 10106502



10/01/2020

Date

Date: October 1, 2020  
Project No.: 8008-00

EXHIBIT "B"

The District may not annex land in the City of Kyle's corporate limits or extraterritorial jurisdiction without the City of Kyle's consent.

**EXHIBIT E  
STRATEGIC PARTNERSHIP AGREEMENT**

**STRATEGIC PARTNERSHIP AGREEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS             §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is made and entered into, effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the **CITY OF KYLE, TEXAS**, a home-rule municipality (the "City"), and **EAST HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2** (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code.

**RECITALS**

**WHEREAS**, the District was created with the consent of the City for the purpose of providing, water, sewer, drainage, and road facilities to the land within its boundaries, and the District lies entirely within the extraterritorial jurisdiction of the City;

**WHEREAS**, the District and the City are parties to that certain Consent and Development Agreement between the City of Kyle, Diecieseis, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership for Prairie Lakes Development (the "Consent Agreement"); and

**WHEREAS**, Texas Local Government Code, Section 43.0751 (the "Act") provides that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement; and

**WHEREAS**, the City and the District, after the provision of required notices, held public hearings in compliance with the Act; based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City; and

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

**ARTICLE 1  
FINDINGS**

1.01. **Findings.** The City and the District hereby find and declare that:

(a) The Act authorizes the City and the District to enter into this Agreement.

(b) In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party,

996177\_2

including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other party.

(c) All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

(d) The District is not obligated to make payments to the City for services except as otherwise provided herein.

(e) This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. The City's notice of each hearing was published in the format required by Texas Local Government Code, Section 43.123(b) and was published at least once on or after the twentieth (20th) day before each public hearing of the City. The District's notice of each hearing was given as required under the Texas Water Code for other district notifications.

## ARTICLE 2 SERVICES AND ROADS PROVIDED BY THE DISTRICT AND THE CITY

2.01. District Services. The District shall be responsible for provision of water, wastewater and drainage facilities and roads to all land within the District.

## ARTICLE 3 LIMITED PURPOSE ANNEXATION OF THE DISTRICT

### 3.01. Limited Purpose Annexation of Original Limited Purpose Property.

(a) The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex for limited purposes the property described in Exhibit \_\_\_ (the "**Property**") as well as any additional property annexed into the District boundaries, solely for the purposes provided in this agreement (the "**Additional Property**"). The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Property and the Additional Property. Such consent shall bind the District and each Owner and future Owner of land within the District.

(b) In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous limited purpose annexation of the Property and Additional Property.

(c) The Parties agree that the City may annex for limited purposes all or portions of the Property and the Additional Property from time to time for the purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") to be imposed by the City on sales consummated within the Property. The District acknowledges and agrees that the City Council may adopt a limited purpose

annexation ordinance applicable to all or portions of the Property and Additional Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Property upon the Effective Date and may further commence limited purpose annexation of the Additional Property from time to time after such property is added to the District boundaries.

3.02 General. In the event all or portions of the Property and the Additional Property are annexed for limited purposes, the District shall remain in existence, with full powers and authority. The City shall not impose its ad valorem taxes upon any portion of property within the District during the period of limited purpose annexation. The limited purpose annexation of all or portions of the Property and the Additional Property is solely for the imposition and collection of the City's Sale and Use Tax and any other purposes set forth herein. This Agreement does not remove any area of the District from the extraterritorial jurisdiction of the City.

3.03. Zoning. The limited purpose annexation of all or portions of the Property and the Additional Property is limited as set forth in this Agreement and shall not be for any other purpose. City zoning ordinances shall not apply to any portion of the Property or the Additional Property. The land use controls set forth in the Development Agreement apply to all or portions of the Property and the Additional Property.

3.04. Powers and Functions Retained by the District. The District is authorized to exercise all powers and functions of a municipal utility district. The District's assets, liabilities, indebtedness, and obligations, including the disposition or acquisition of assets, liabilities, indebtedness, and obligations will remain the sole responsibility of the District.

3.05. Voting Rights in the District. Upon annexation of the Property and Additional Property for limited purposes by the City, any qualified voters within the Property and Additional Property may vote in City elections, pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations. The City will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or is hereafter amended.

#### ARTICLE 4 FULL PURPOSE ANNEXATION OF THE DISTRICT

4.01 Full Purpose Annexation. The District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Property and the Additional Property in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code, pursuant to the terms of this Agreement.

4.02 Conversion Date Full Purpose Annexation. Pursuant to Subsection (h) of the Act, the Property and the Additional Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. For purposes of this Section 4.02, the Full Purpose Annexation Conversion Date is the date upon which the City Council adopts an ordinance that includes the Property and the Additional Property within the full-purpose boundary limits of the City. The Full Purpose Annexation Conversion Date may be altered only by mutual agreement of the District and the City.

4.03 Timing of Annexation for Full Purposes. The Developer and District further agree:

(a) The City may annex the District as set forth in this Agreement.

(b) Subject to the discretion of the City Council and the terms of this Agreement, if the District and/or the Developer are not in compliance with the material terms of this Agreement or the Consent Agreement, the City may, after giving notice and extending the defaulting party an opportunity to cure as provided in Section 8.01, prohibit the District from issuing bonds until the default is cured or waived.

(c) The City retains the unilateral discretion to decide whether to annex or dissolve the District, in whole or in part, subject to the terms of this Agreement, provided that the City agrees that, if it makes such decision to annex or to dissolve the District, in whole or in part, the City shall do so only in compliance with State law no earlier than the as set forth in Section 4.04.

(d) The annexation process may be completed and the District included within the corporate boundaries of the City at any time permitted herein. Upon the dissolution of a District, the City shall immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of that District.

4.04. Conditions to full-purpose annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized for the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law, the City will not annex the District for full purposes until the later of the following conditions have been met, and shall thereafter be authorized, but not required, to annex the District for any purpose:

a. the date when:

- i. water, wastewater, drainage, road, and park and recreational facilities have been completed to serve at least ninety percent (90%) of the developable acreage within the District; and

- ii. the developer or developers in the District, or their successors or assigns, have been reimbursed by the District to the maximum extent permitted by the rules of the Texas Commission on Environmental Quality or other applicable law, the City assumes any obligation of the District for such reimbursement to the developers under such rules and other applicable law; or
- b. the District dissolves.

Notwithstanding the foregoing, if the District has bonds, notes, or other indebtedness outstanding that is payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the property within the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District in an amount sufficient to pay the assumed District indebtedness.

4.05. Options at Termination of Agreement. At least six months prior to the termination date of this Agreement as specified in Section 9.03 below ("Termination Date"), the City shall determine whether it will negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. The City shall notify the District of its decision as soon as possible. Any renewal or full purpose annexation shall be completed no later than the Termination Date.

#### **ARTICLE 5 DISTRICT OPERATIONS PRIOR TO FULL PURPOSE ANNEXATION**

5.01. General. Prior to annexation of all land within the District for full purposes and continuing until dissolution of the District under Section 6.01 below, except as may be specifically provided in this Agreement or the Consent Agreement, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City.

#### **ARTICLE 6 DISTRICT OPERATIONS SUBSEQUENT TO FULL PURPOSE ANNEXATION**

6.01. General. Upon full purpose annexation of the District under the provisions of Article 4 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's system into the City's system, following which period the City shall act to abolish the District in accordance with applicable law; provided that, if the City has not abolished the District within ninety (90) days after annexation, the District shall be automatically abolished on



the ninety-first (91st) day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including any remaining obligations to reimburse the developers within the District). Upon annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

**ARTICLE 7  
SALES AND USE TAX PROVISIONS**

7.01. Imposition of Sales and Use Tax. The City is hereby authorized to impose its Sales and Use Tax within the District once annexed for limited purposes in accordance with Article 3 above. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate specified under Chapter 321 of the Texas Tax Code. As used herein, "Sales and Use Tax" means the sales and use tax authorized to be imposed in the District by Subsection (k) of the Act and Texas Tax Code Chapter 321. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

**ARTICLE 8  
DEFAULT, NOTICE AND REMEDIES**

8.01. Default; Notice. If a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement. A breach of any material provision of this Agreement, after notice and an opportunity to cure, shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

8.02. Remedies. Upon determination of an uncured material breach of this Agreement, the non-breaching party may file suit in a court of competent jurisdiction in Hays County, Texas, and seek any relief available at law or in equity, other than termination of this Agreement, including, but not limited to, an injunctive relief, action under the Uniform Declaratory Judgment Act, in addition to monetary damages and awards as may be appropriate.

**ARTICLE 9  
MISCELLANEOUS**

9.01. Cooperation; Agreement Not to Contest or Support Negative Legislation.

(a) The City and District agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder and provide to the other Parties any other documents necessary to effectuate the terms of this Agreement.

(b) The District will not engage in any litigation or legislative processes to challenge the terms of this Agreement or to resolve any disputes related to the annexation process established by this Agreement or any related service plan. If any future legislation would have the effect of prohibiting the annexation of the District, it is the intent of the Parties that annexation of the District be governed by the provisions of this Agreement notwithstanding such legislation. The District will not seek or support legislation to incorporate all or any part of the District as a municipality. The District will not contest any efforts of the City to assure that future legislation does not prohibit or impose additional requirements on the City's right and ability to annex the District in accordance with this Agreement.

(c) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the District and the City agree 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.

9.02 Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Public Records of Hays County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, any developers within the District shall be considered a third-party beneficiary of this Agreement.

9.03. Term. This Agreement commences and binds the Parties on the Effective Date and continues for forty (40) years from the Effective Date, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District.

9.04. Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except as provided herein: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

9.05. Notice. Any notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (iv) by sending the same by fax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

<u>City:</u>	City of Kyle Attn: City Manager 100 W. Center Street Kyle, Texas 78640
<u>With Copy To:</u>	The Knight Law Firm, LLP 223 W. Anderson Lane, Suite A105 Austin, TX 78752 Attn: Paige Saenz
<u>District:</u>	East Hays County Municipal Utility District No. 2 c/o Allen Boone Humphries Robinson LLP 1108 Lavaca Street, Suite 510 Austin, Texas 78701 Attn: Trey Lary

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days' written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

9.06. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9.07. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

9.08. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

9.09. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Hays County, Texas.

9.10. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

9.11. Assignment. This Agreement may not be assigned or partially assigned by either party without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.

9.12. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

9.13. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with state law and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

9.14. Approval. This Agreement shall not be effective until it is approved and executed by the respective governing bodies of the City and the District.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Strategic Partnership Agreement to be effective as of the Effective Date as defined herein.

EAST HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Directors

ATTEST:

\_\_\_\_\_, Board of Directors

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, President, and by \_\_\_\_\_, \_\_\_\_\_, of the Board of Directors of East Hays County Municipal Utility District No. 2, a political subdivision of the State of Texas, on behalf of the said political subdivision.

\_\_\_\_\_  
Notary, State of Texas

(NOTARY SEAL)

996177\_2

IN WITNESS WHEREOF, the undersigned has executed this Strategic Partnership Agreement to be effective as of the Effective Date as defined herein.

CITY OF KYLE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF HAYS         §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Mayor and \_\_\_\_\_, City Secretary of the City of Kyle, Texas, on behalf of said municipality.

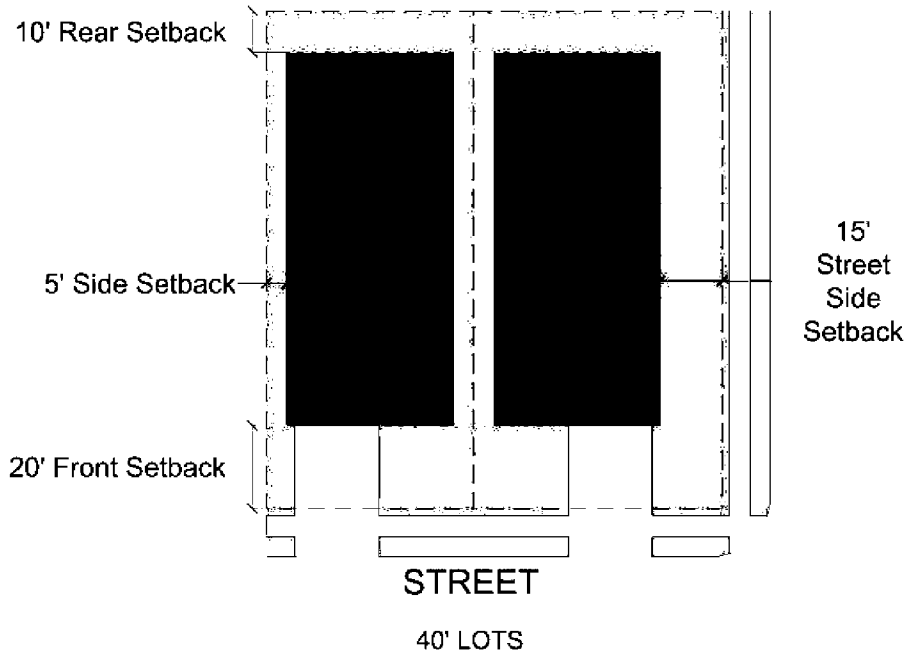
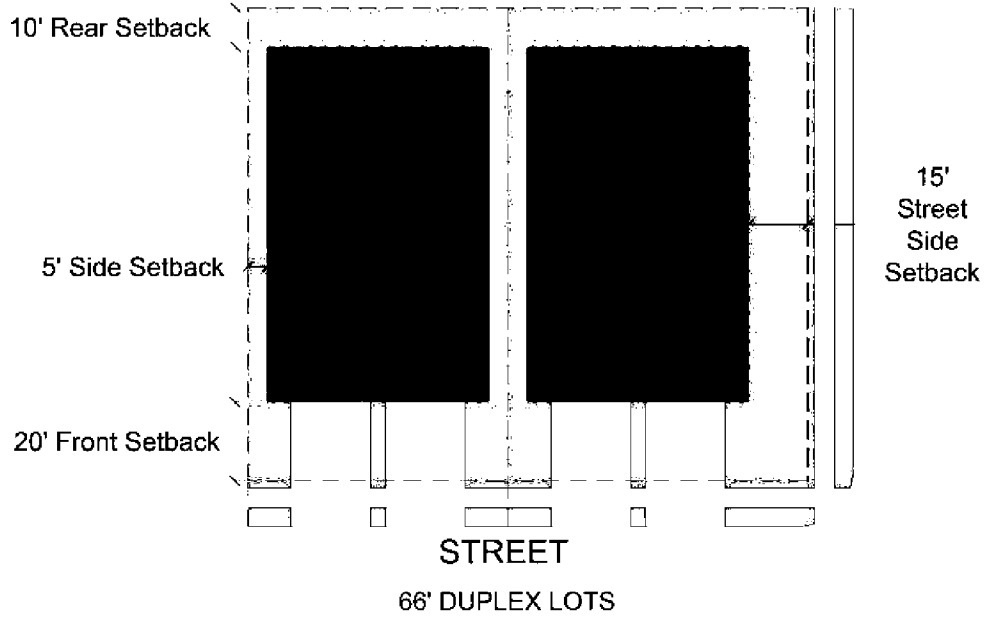
\_\_\_\_\_

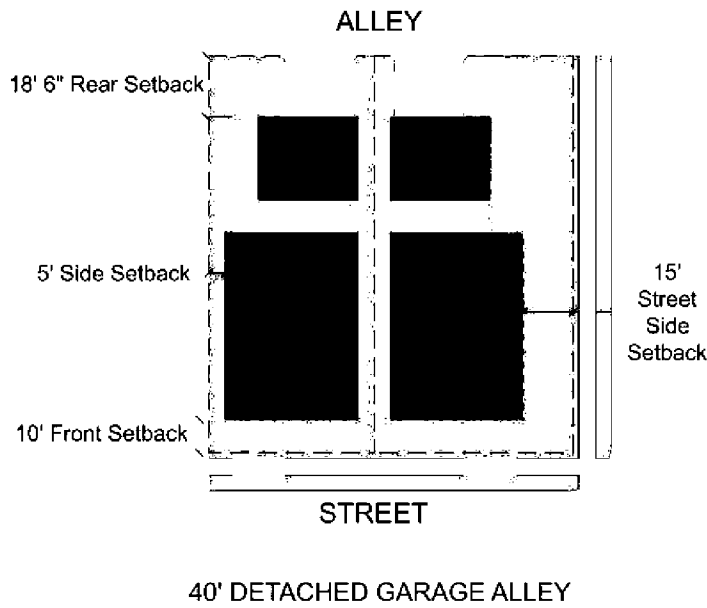
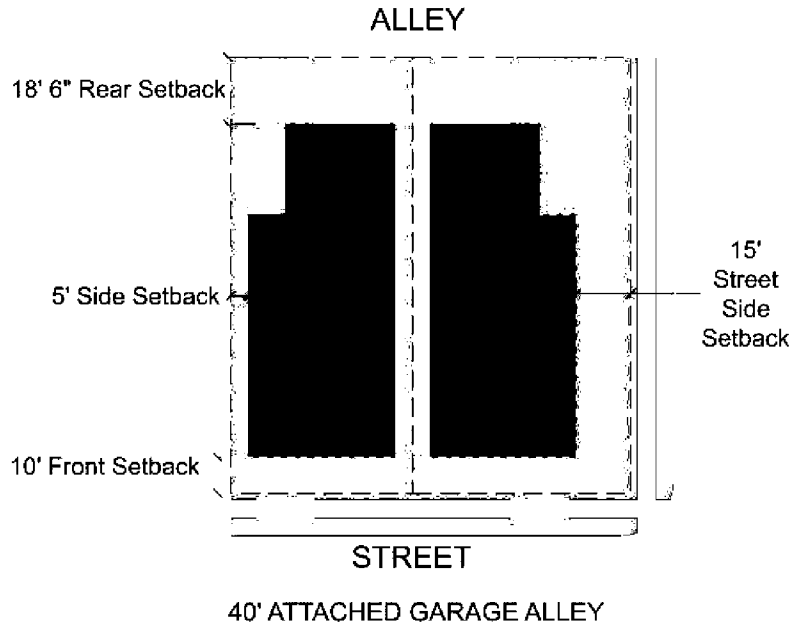
Notary Public, State of Texas

(NOTARY SEAL)

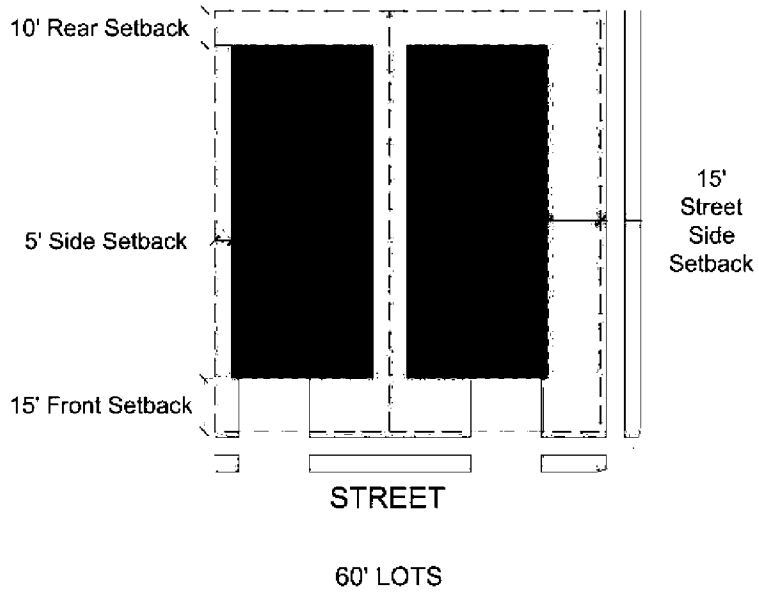
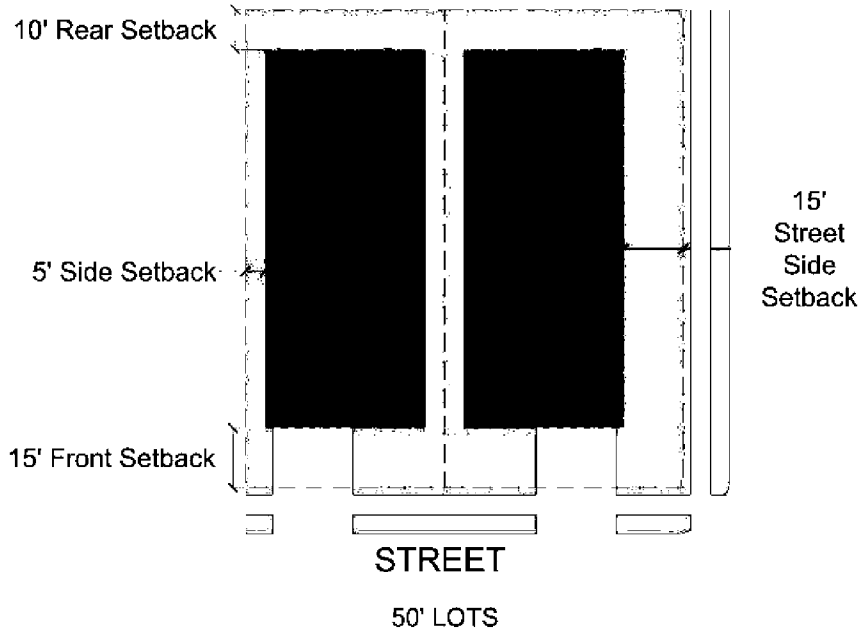
996177\_2

### EXHIBIT F "R-1-A" SETBACK ZONING REQUIREMENTS









**EXHIBIT G**  
**FORM OF MEMORANDUM OF RECORD**

**MEMORANDUM OF CONSENT AND DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

Notice is hereby given that **THE CITY OF KYLE, TEXAS**, a Texas municipal corporation (“**City**”), **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (“**Developer**”), and **DIECIESEIS, LLC**, a Texas limited liability company (“**Owner**”) have entered into that certain Consent and Development Agreement, dated effective as of the \_\_\_\_ day of February, 2022 (the “**Agreement**”), pertaining to the real property which is described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Developer Tract**”).

Developer approves the Agreement and shall be considered for all purposes a valid and legally sufficient request and petition by Developer, binding on successor owners of land in the District, to extend the city limits (i.e., incorporated municipal boundary) of the City to include the land in the Developer Tract within the City’s municipal limits so long as such annexation is in compliance with the requirements set forth in the Agreement. No additional petitions from the Developer or any successor owners of land in the Developer Tract are necessary for annexation. Developer acknowledges and agrees that this annexation request can only be revoked by mutual agreement of Developer and the City.

This instrument does not alter, amend or modify the terms or provisions of the Agreement, but is executed solely for the purpose of recording in the Official Public Records of Hays County, Texas, written notice of such Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

[Signature Page Follows]

**CITY:**

**CITY OF KYLE, TEXAS,**  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF HAYS               §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of the City of Kyle, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**DEVELOPER:**

**CONTINENTAL HOMES OF TEXAS, L.P.,**  
a Texas limited partnership

By: CHTEX of Texas, Inc.,  
a Delaware corporation  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, as \_\_\_\_\_ of CHTEX of Texas, Inc., a Delaware  
corporation, the General Partner of Continental Homes of Texas, L.P., a Texas limited partnership,  
on behalf of said companies.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**OWNER:**

**DIECIESEIS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Diecieseis, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT "A"****DEVELOPER TRACT****METES & BOUNDS DESCRIPTION**

FIELD NOTES FOR A 589.791 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27, DEED RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF THE CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY WARRANTY DEED RECORDED IN VOLUME 263, PAGE 545 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 201.80 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 247, PAGE 512 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 589.791 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod found on the occupied easterly right-of-way line of County Road 212 (S. Turnerville Road) at the north corner of the called 147.098 acre tract as conveyed to Lance Oehler by Warranty Deed recorded in Document No. 19038847 of the Official Public Records of Hays County, Texas, at the most westerly corner of the above-described 793.3 acre tract, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod found for reference bears S 01°25'04" E a distance of 7.89 feet;

**THENCE**, with the occupied easterly right-of-way line of said County Road 212, generally as fenced, the following six (6) courses:

- 1) N 43°17'16" E a distance of 1,769.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) N 43°52'29" E a distance of 396.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) N 43°35'53" E a distance of 825.36 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 4) N 42°28'27" E a distance of 359.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 5) N 43°10'14" E a distance of 1,367.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 6) N 47°13'02" E a distance of 72.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection with the southerly right-of-way line of County Road 107 (Satterwhite Road), at the most northerly corner of said 793.3 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following five (4) courses:

- 1) S 60°54'37" E a distance of 924.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 62°04'51" E a distance of 373.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 61°03'39" E a distance of 1,578.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 4) S 61°37'39" E a distance of 354.21 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing the occupied southerly right-of-way line of said County Road 107, over and across said 793.3 acre tract, with an easterly ETJ line of the City of Kyle, the following two (2) courses:

- 1) S 8°39'26" E, a distance of 1067.40 feet to a calculated point; and
- 2) S 5°42'43" E, a distance of 680.79 feet to a calculated point on the westerly right-of-way line of said County Road 107 for the most easterly corner of the herein described tract;

THENCE, with the occupied westerly right-of-way line of said County Road 107, generally as fenced, the following two (2) courses:

- 1) S 43°13'23" W a distance of 279.04 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 2) S 43°42'03" W a distance of 915.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an outside exterior corner of said right-of-way, at an interior corner of said 793.3 acre tract, for an interior corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, S 46°30'15" E a distance of 678.42 feet to a calculated point on the northerly City of Niederwald Extraterritorial Jurisdiction (ETJ) line and the southerly City of Kyle ETJ line for an exterior corner of the herein described tract;

THENCE, over and across said 793.3 acre tract and said 201.80 acre tract, with the common ETJ lines of the City of Niederwald and the City of Kyle, the following twenty three (23) courses:

- 1) S 43°09'09" W, a distance of 242.87 feet to a calculated point;
- 2) S 43°16'22" W, a distance of 1020.16 feet to a calculated point;

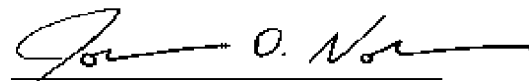
- 3) S 43°22'32" W, a distance of 524.48 feet to a calculated point;
- 4) S 43°22'32" W, a distance of 471.66 feet to a calculated point;
- 5) S 43°22'31" W, a distance of 111.62 feet to a calculated point;
- 6) S 43°22'32" W, a distance of 268.57 feet to a calculated point;
- 7) S 82°05'45" W, a distance of 189.66 feet to a calculated point;
- 8) S 81°16'46" W, a distance of 194.92 feet to a calculated point;
- 9) S 77°35'33" W, a distance of 172.76 feet to a calculated point;
- 10) S 73°50'33" W, a distance of 172.76 feet to a calculated point;
- 11) S 70°05'33" W, a distance of 172.76 feet to a calculated point;
- 12) S 66°20'36" W, a distance of 27.82 feet to a calculated point;
- 13) N 68°39'30" W, a distance of 18.24 feet to a calculated point;
- 14) N 72°24'27" W, a distance of 172.76 feet to a calculated point;
- 15) N 76°09'27" W, a distance of 172.76 feet to a calculated point;
- 16) N 79°54'27" W, a distance of 172.76 feet to a calculated point;
- 17) N 83°39'27" W, a distance of 172.76 feet to a calculated point;
- 18) N 87°24'27" W, a distance of 172.76 feet to a calculated point;
- 19) S 88°50'32" W, a distance of 172.76 feet to a calculated point;
- 20) S 85°05'33" W, a distance of 172.76 feet to a calculated point;
- 21) S 82°48'22" W, a distance of 37.86 feet to a calculated point;
- 22) N 66°04'00" W, a distance of 65.95 feet to a calculated point; and
- 23) N 68°39'27" W, a distance of 75.08 feet to a calculated point on a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract for the southwest corner of the herein described tract;



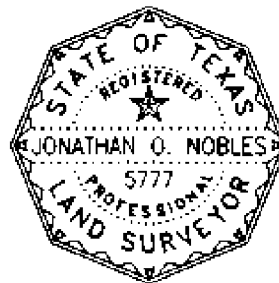
THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, N 43°14'27" E a distance of 936.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most easterly corner of said Oehler 147.098 acre tract, on the south line of said 793.3 acre tract, at the most northerly corner of said 201.80 acre tract, for an inside corner of the herein described tract, from which an 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found for reference, bears S 78°20'07" W, a distance of 10.36 feet;

THENCE, with the southerly line of said 793.3 acre tract and the northerly line of said Oehler 147.098 acre tract, generally as fenced, N 46°56'35" W a distance of 3.514.41 feet to the **POINT OF BEGINNING** and containing 589.791 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of an on the ground survey, and the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.



Jonathan O. Nobles RPLS No. 5777  
 BGE, Inc.  
 101 West Louis Henna Blvd, Suite 400  
 Austin, Texas 78728  
 Telephone: (512) 879-0400  
 TBPELS Licensed Surveying Firm No. 10106502



10/01/2020

Date

Date: October 1, 2020  
 Project No.: 8008-00

**EXHIBIT H**  
**VYBE TRAIL COST ESTIMATE**

Trail Cost Estimate (SAMPLE COSTS FROM SIMILAR PROJECT)						
Per mile of trail						
Item No.	Item	Unit	Quantity	Unit Cost	Total	Comments
1	Mobilization, Bonds, Ins.	L.S.	1	\$26,400	\$26,400	5%
2	Traffic Control	L.S.	1	\$ 2,000	\$2,000	
3	Erosion Control	L.S.	1	\$ 9,500	\$9,500	
4	Unclass. Excavation	C.Y.	1,174	\$ 25	\$29,350	6" deep along entire length.
5	6" thick 3600 psi Reinf. Concrete Trail	S.Y.	7,040	\$ 55	\$387,200	
6	8" thick Lime Treated Subgrade	S.Y.	8,214	\$ 4	\$32,856	
7	Hydrated Lime (18#/SY)	Ton	74	\$ 190	\$14,060	
8	Bermuda Block Sodding	S.Y.	2,347	\$ 8	\$18,776	2-2' wide strips adjacent to trail.
9	Bermuda Hydromulch	S.Y.	20,535	\$ 2	\$30,803	35' wide strip.
10	Decorative Lighting	Ea.	40	\$ 8,750	\$350,000	
<b>Grand Total</b>					<b>\$900,945</b>	

Length of Vybe in Sample Project	5,280 LF
Price per LF of Vybe Construction	\$171.30
Length of Vybe in Prairie Lakes	Approx. 5,800 LF
<b>Total Expected Cost of Vybe in Prairie Lakes</b>	<b>\$993,540</b>

## Notes:

\*Costs provided by Scott Sellers, City Manager, on behalf of Schaumburg & Polk, engineer for the Vybe Trail Project

\*Designed according to standards set forth in the Vybe Trail Oriented Development Manual, dated November 15 2021

**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.

22025445 AGREEMENT  
05/23/2022 10:55:09 AM Total Fees: \$282.75

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

