

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE WOODMERE PARK DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Woodmere Park Development (the "Agreement") is made and entered into, effective as of the 7th day of February, 2023, by and between the **City of Kyle, Texas**, a Texas home rule municipal corporation (the "City"), and **Woodmere Park Owner, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 54.2 acre tract located in Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property as a Planned Unit Development (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance, as shown in **Exhibit B**.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Sections 6 and 11.

Section 3. Development Standards. The exterior wall standards set forth in this section shall apply to the structures located on the Property, which shall be constructed in accordance with this Section and in substantial accordance with Exhibit “B” (the “Development Standards”).

(a) Development Requirements.

A. Exterior building materials:

Roofing:

- 1) Dimensional composite roof shingles; (GAF or equal)

Gutters & Downspouts:

- 1) 4” box or half-round gutters
- 2) Square downspouts
- 3) Galvalume and or Kynar finish/color

Soffits:

- 1) Fiber cement panels (Hardie soffit)
- 2) Wood Cladding; western red cedar tongue and groove OR engineered cedar wood

Cladding (one or more items below based on elevation)

- 1) Fiber Cement Siding
 - Plank Lap Siding
 - Vertical Siding
 - Trim Boards
 - 2) Brick Masonry; standard size, masonry lug below finish grade
 - 3) Limestone; Texas Leuders, split-faced, saw-faced, or honed finish, masonry lug below finish grade
 - 4) Wood Cladding; western red cedar tongue and groove OR engineered cedar wood
- Porch Structure: (one of the choices below based on home elevation)
- 1) Posts – 6 x 6 cedar, smooth four sides or 6x6 treated pine, stained
 - a. Beams – dimensions vary; cedar, smooth four sides / S4S
 - 2) Steel posts – Is this an alternative to the Cedar? Yes for variety.
 - a. Beams – tubular steel, painted.

Openings:

- 1) Vinyl window system; Single-hung, and Fixed Windows
- 2) Juliet balconies, operable or fixed windows 8” above floor
- 3) Painted steel or wood entry doors and garages
- 4) Metal awnings, painted which may be sheet metal over wood or other similar design to accommodate the home elevation

Decorative Railings:

- 1) Prefinished in black, bronze, or white

Landscape Planters:

- 1) Cold-rolled steel planters, or equivalent in sizes that vary per site topography

B. Exterior design considerations:

- 1) Side and rear exterior walls shall include the appropriate quantity of windows, appropriately sized and proportioned.

- 2) End units, corner units, and muse-facing units will be specifically designed so that they present attractive elevations to both frontages. Key elements include wrapped porches, large windows, and plantings.
- 3) Further exterior design and or materials changes may be made at the Developers discretion based on factors including but not limited to the availability of materials and/or the cost of those materials, with the approval of the Planning Director. If the Developer does not agree with the Planning Director's decision, the Developer shall use materials set forth in Section 3(a)(A).

(b) Building Permits. The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of ordinance. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property.

- (a) Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.
- (b) The Developer agrees that the retail/commercial portion of the Property will be submitted for site plan review by the City simultaneously with the the residential portion of the Property. A certificate of occupancy for the first residence will not be issued by the City until construction has commenced on the RS portion of the Property adjacent to East FM 150. Certificate of occupancy means the final certificate of occupancy issued by the City for occupancy or use of a building or structure. Commencement of construction for the purposes of this subsection shall mean that all permits have been issued for construction of the vertical structure, the construction contract has been executed and a notice to proceed has been issued for the vertical structure, and the contractor is actively constructing the vertical structure.
- (c) The Developer agrees to restrict the following uses from the retail/commercial portion of the Property:

- Gas station
- Convenience store
- Veterinary hospital
- Freestanding medical or dental office
- Daycare facility
- Second Hand store or/ Surplus Store, however, this provision shall not apply to a Nike Factory Outlet, Last Call, Nordstrom Rack, or a like user.
- Liquor store containing less than 5,000 square feet and having less than 50 locations in the United States.
- Freestanding financial institutions
- Nail salons larger than 3,000 square feet
- Auto dealer, sales, repair, service uses
- Motor cycle store
- Dollar general
- Car Wash
- Tire repair shop
- Tobacco store
- Tattoo parlor
- Tanning salon
- Gun store
- Mattress store
- Pawn Shop

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific

performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane Suite A-105
 Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Bridge Tower
 Attn: Shaivali Desai
 5430 LBJ Fwy. #1050
 Dallas, Texas 75240

Attn: Jackson Su
 5430 LBJ Fwy. #1050
 Dallas, Texas 75240

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

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically

as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Hays County, Texas.

Section 19. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall lie exclusively in Hays County, Texas.

Section 20. Statutory Verifications.

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

Section 21. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 22. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – Property Description
- Exhibit B -- Elevations

EXECUTED in multiple originals this the 21st day of February 2023.

CITY:
City of Kyle, Texas
a Texas home-rule municipal corporation

Attest:

By: Jennifer Kirkland
Name: Jennifer Kirkland
Title: City Secretary

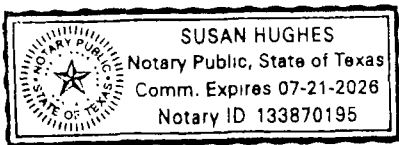
By: Travis Mitchell
Name: Travis Mitchell
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 10th day of February, 2023, by Travis Nuttall , Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public, State of Texas



DEVELOPER:

By: [Signature]
Name: Chun Yi Huang
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 16th day of FEBRUARY, 2023, by CHUN YI HUANG, VICE PRESIDENT of WOODMECE, a DELAWARE LLC company, on behalf of said company.

PARK OWDER LLC

(SEAL)

[Signature]
Notary Public, State of Texas

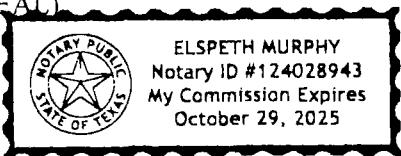


EXHIBIT "A"

Description of Property

METES & BOUNDS DESCRIPTION:

TRACT A - 54.223 ACRES

BEING ALL OF A 54.223 ACRES (2,381,949 SQUARE FEET) TRACT OF LAND, SITUATED IN THE M. B. ATKINSON SURVEY, ABSTRACT 21 AND THE R. T. HUGHES SURVEY, ABSTRACT 237, HAYS COUNTY, TEXAS, DESCRIBED TO SHEPHERD INVESTMENT INC. AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 202-062684 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON ROD FOUND IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF F.M. HIGHWAY 150 (VARIABLE RIGHT OF WAY WIDTH) AT THE EAST CORNER OF A CALLED 4.207 ACRE TRACT OF LAND DESCRIBED TO SHEPHERD INVESTMENT INC. AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 19028436 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; FOR THE NORTH CORNER OF THIS TRACT; WHENCE A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP STAMPED "HOLT-CARSON INC." FOUND FOR REFERENCE BEARS NORTH 46°43'29" WEST DISTANCE OF 217.80 FEET

THENCE, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 150 AND THE NORTHEAST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 46°29'23" EAST, A DISTANCE OF 210.12 FEET TO A CUT "X" SET IN CONCRETE FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 46°22'20" EAST, A DISTANCE OF 74.93 FEET TO A CUT "X" SET IN CONCRETE FOR AN ANGLE CORNER OF THIS TRACT;
3. SOUTH 48°14'17" EAST, A DISTANCE OF 808.53 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND AT A POINT OF CURVATURE OF THIS TRACT;
4. IN A SOUTHEASTERLY DIRECTION, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 2°05'10", A RADIUS OF 5889.98 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45°08'45" EAST, 237.15 FEET, AND A TOTAL ARC LENGTH OF 207.16 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE NORTH CORNER OF A CALLED 1.93 ACRE TRACT OF LAND DESCRIBED TO J. D. STURDIVANT AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 37, PAGE 374 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; FOR THE EAST CORNER OF SAID 54.223 ACRE TRACT AND THE EAST CORNER OF THIS TRACT; WHENCE A 1/2 INCH IRON PIPE FOUND FOR REFERENCE BEARS NORTH 35°53'48" EAST, A DISTANCE OF 16.27 FEET.

THENCE, SOUTH 43°28'55" WEST, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 150, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 54.223 ACRE TRACT AND THE NORTHWEST BOUNDARY LINE OF SAID 5.89 ACRE TRACT, A DISTANCE OF 623.67 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KIM" SET IN THE NORTHEAST BOUNDARY LINE OF A CALLED 14.924 ACRE TRACT OF LAND DESCRIBED TO FREDDIE F. STURDIVANT AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 4, PAGE 152 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AT THE WEST CORNER OF SAID 5.95 ACRE TRACT, FOR AN EXTERIOR CORNER THIS TRACT

THENCE, NORTH 45°32'21" WEST, CONTINUING ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, ALONG THE NORTHEAST BOUNDARY LINE OF SAID 14.924 ACRE TRACT, A DISTANCE OF 274.13 FEET TO A 1 INCH PIPE FOUND AT THE NORTH CORNER OF SAID 14.924 ACRE TRACT, FOR AN INTERIOR CORNER OF THIS TRACT

THENCE, SOUTH 43°30'27" WEST, CONTINUING ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, ALONG THE NORTHWEST BOUNDARY LINE OF SAID 14.924 ACRE TRACT, AT 1920.22 FEET PASSING A 1/2 INCH IRON ROD FOUND AT 1967.26 FEET PASSING A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 7.45 ACRE TRACT OF LAND DESCRIBED TO WILLIE M. DINA AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 2945, PAGE 127 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, CONTINUING ALONG THE NORTHWEST BOUNDARY LINE OF SAID 2.106 ACRE TRACT AND THE SOUTHEAST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, IN ALL A DISTANCE OF 2407.22 FEET TO A 1 1/2 INCH IRON PIPE FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 158 (VARIABLE RIGHT-OF-WAY WIDTH), AT THE WEST CORNER OF SAID 2.158 ACRE TRACT, FOR THE SOUTH CORNER OF SAID 54.223 ACRE TRACT AND THE SOUTH CORNER OF THIS TRACT

THENCE, NORTH 46°29'14" WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 158 AND THE SOUTHWEST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, A DISTANCE OF 273.09 FEET PASSING A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "RPLS 3693" FOUND, IN ALL A DISTANCE OF 894.84 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "RPLS 3693" FOUND AT THE SOUTH CORNER OF A CALLED 15.22 ACRE TRACT OF LAND DESCRIBED TO FREDDIE F. STURDIVANT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1161-178 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, FOR THE WEST CORNER OF THIS TRACT

THENCE, NORTH 43°30'11" EAST, DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 158, ALONG THE NORTHWEST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, AND THE SOUTHEAST BOUNDARY LINE OF SAID 15.22 ACRE TRACT, AT 2436.87 FEET PASSING A 1/2 INCH IRON ROD FOUND IN CONCRETE FOR A LINE MARKER, IN ALL A DISTANCE OF 2436.74 FEET TO A POINT AT THE EAST CORNER OF SAID 15.22 ACRE TRACT, FOR AN INTERIOR CORNER OF THIS TRACT

THENCE, NORTH 46°32'24" WEST, ALONG THE NORTHEAST BOUNDARY LINE OF SAID 15.22 ACRE TRACT, CONTINUING ALONG THE NORTHWEST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, A DISTANCE OF 227.95 FEET TO A POINT IN THE NORTHEAST LINE OF SAID 5.22 ACRE TRACT, AT THE SOUTH CORNER OF SAID 4.207 ACRE TRACT, FOR AN EXTERIOR CORNER OF THIS TRACT, WHENCE A 1/2 INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 62°12'22" WEST, A DISTANCE OF 1.14 FEET;

THENCE, NORTH 43°22'54" EAST, ALONG THE SOUTHEAST BOUNDARY LINE OF SAID 4.207 ACRE TRACT AND A NORTHWEST BOUNDARY LINE OF SAID 54.223 ACRE TRACT, A DISTANCE OF 323.25 FEET PASSING A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "RPLS 3693" FOUND, CONTINUING IN ALL A DISTANCE OF 893.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 54.223 ACRES OF LAND, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED BY THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

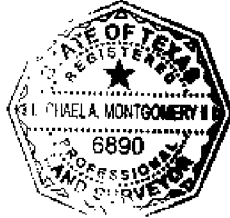
THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH-CENTRAL ZONE (FIPS 4232) NAD83, AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS); THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. AN EASEMENT BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE PREPARED IN CONNECTION WITH THIS METES & BOUNDS DESCRIPTION.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95. DOES NOT REFLECT THE RESULTS OF AN ON-THE-GROUND SURVEY, 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.

METES & BOUNDS LEGAL DESCRIPTION FOR A

TRACT A - 54.223 ACRES
 BEING A PORTION OF THE
M. B. ATKINSON SURVEY, ABSTRACT 21
& R. T. HUGHES SURVEY, ABSTRACT 237
 CITY OF KYLE, HAYS COUNTY, TEXAS

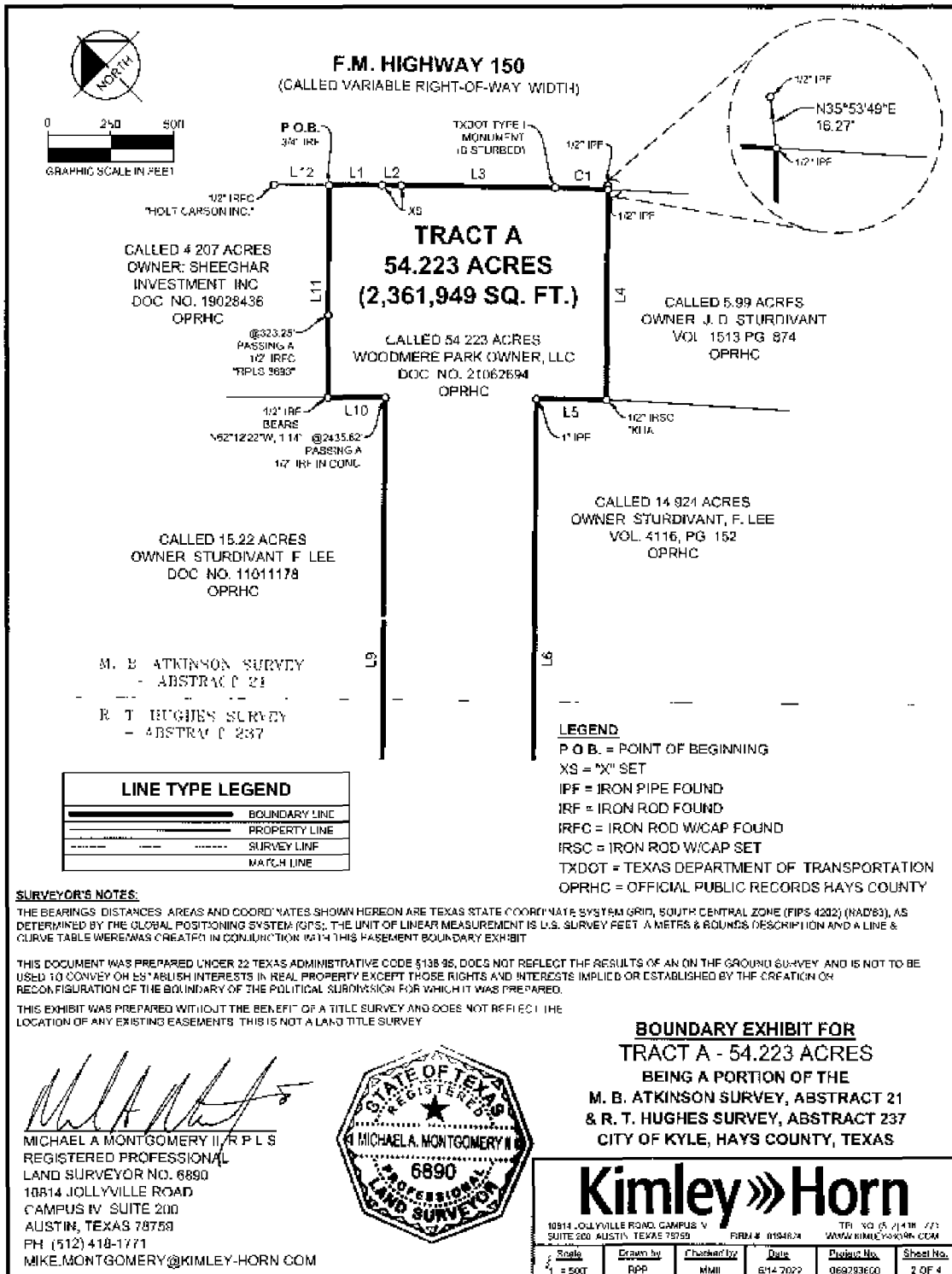

 MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6890



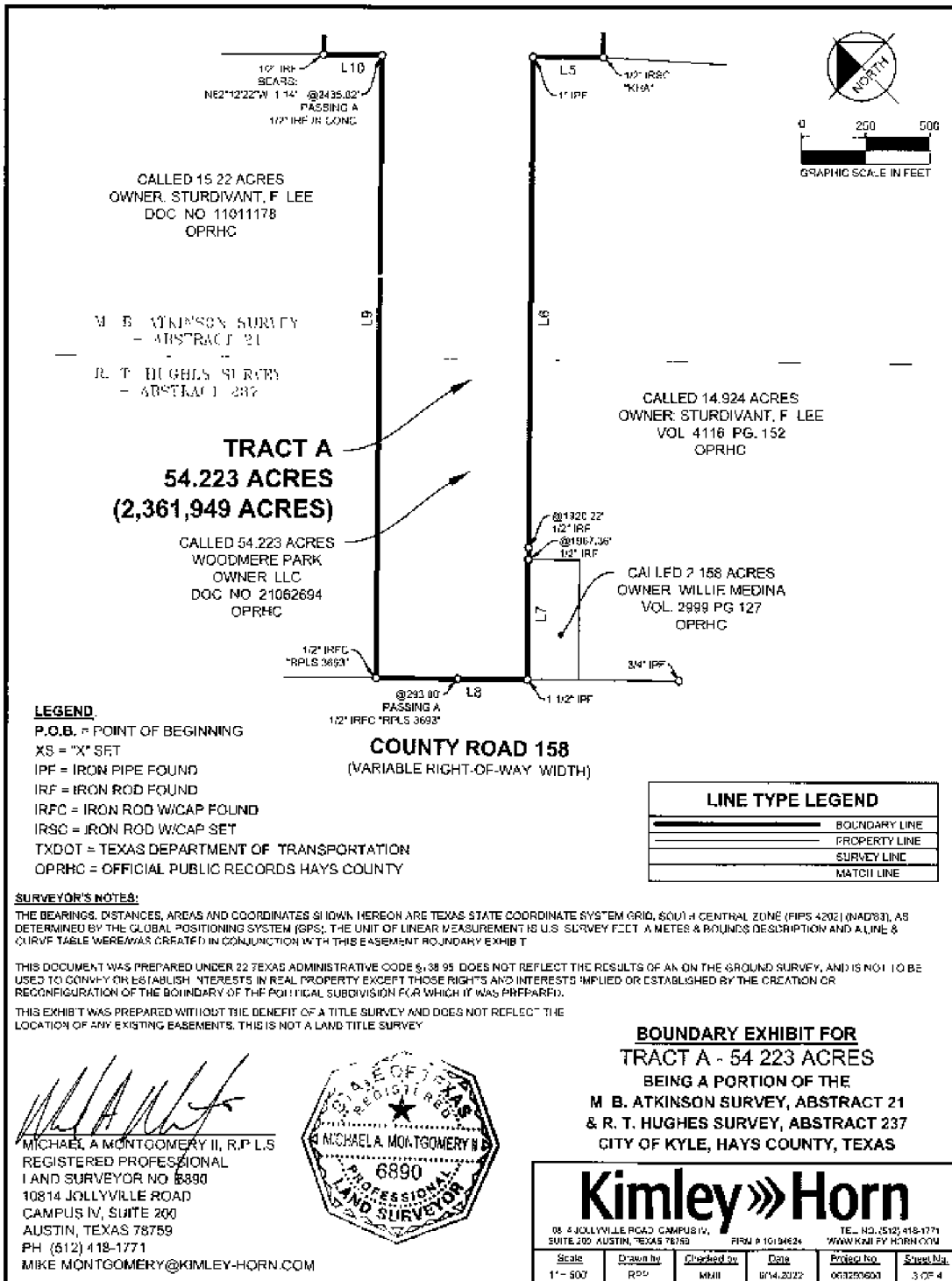
10814 JOLLYVILLE ROAD
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 10914 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM
 FIRM # 10161-554

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RPP	MMH	6/14/2022	308293000	1 OF 4



PAZITNEY RGB 6/11/2022 9:33 AM KLAUS_SURVEY/AUSTIN SURVEY PROJECTS/1069293600 - KYLE FM 151 SURVEY - 54 ACRES ALTA, TOPO & TRAFF SURVEY/DWG/KYLE SURVEY - 54 ACRES - REF: FINING BASE FILE 17XV3



LINE TABLE		
NO.	BEARING	LENGTH
L1	S46°27'23"E	210.42'
L2	S46°22'20"E	74.93'
L3	S48°11'11"E	606.53'
L4	S43°28'53"W	823.67'
L5	N46°32'21"W	274.43'
L6	S49°30'27"W	1920.22'
L7	S43°30'27"W	517.00'
L8	N46°29'34"W	594.94'
L9	N43°30'11"E	2438.74'
L10	N46°32'24"W	227.95'
L11	N43°22'54"E	833.08'
L12	N48°43'29"W	217.80'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°05'10"	5689.58'	207.16'	S45°06'43"W	207.16'

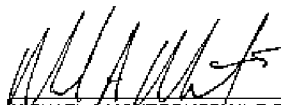
SURVEYOR'S NOTES:

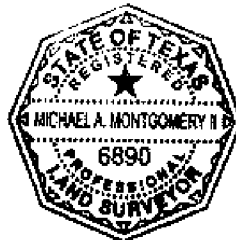
THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4202) (NAD83) AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND EASEMENT BOUNDARY EXHIBIT OF EVEN SURVEY DATE WERE CREATED IN CONJUNCTION WITH THIS LINE TABLE.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §136.95. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY 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.

LINE & CURVE TABLE FOR

**TRACT A - 54.223 ACRES
BEING A PORTION OF THE
M. B. ATKINSON SURVEY, ABSTRACT 21
& R. T. HUGHES SURVEY, ABSTRACT 237
CITY OF KYLE, HAYS COUNTY, TEXAS**


MICHAEL A. MONTGOMERY II, R.P.L.S.
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RPP	MMH	6/4/2022	369283600	4 OF 4

Exhibit "B"

Elevations

Commercial



Townhomes





Single Family Residences







MAIN MATERIALS

ROOF
Dimensional Composite Shingles



Dimensional Composite Shingle - any monochromatic colors by GAF or similar

GRADING
Brick
Limestone
Fiber Cement Board
Wood



Any standard size brick blends by Old Texas Brick

Fiber cement panel - horizontal & vertical board and shims

Texas Leaders Limestone honed saw flat for spot finish

Real cedar or engineered wood by Michigan

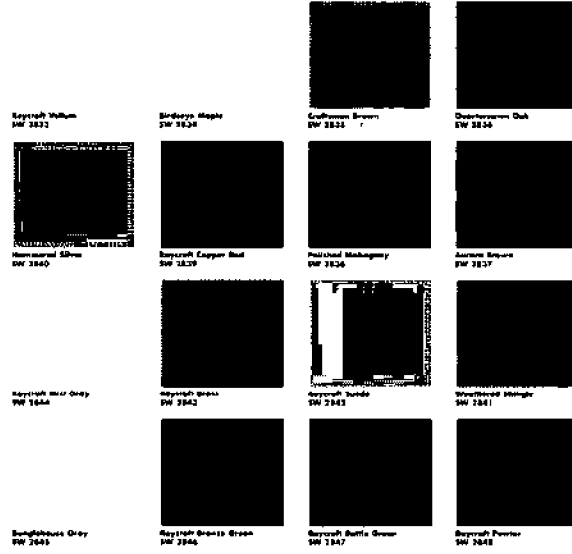
FRONT / SIDE YARD
Steel plate planters



Steel plate planter

FRONT DOOR AND ACCENT COLORS

Texas Arts & Crafts Palette



BarnesGromaLzkyKosarekArchitects

Concept Package

Woodmere Park | Kyle, Texas

**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.

23007766 AGREEMENT
03/09/2023 02:20:01 PM Total Fees: \$106.00

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



NON-RECORDED VERSIONS OF COLORED EXHIBITS

Exhibit “B”

Elevations

Commercial



Townhomes





Single Family Residences







MAIN MATERIALS

ROOF
Dimensional Composite Shingles



Dimensional composite shingles - any monolithic colors by GAF or similar

CLADDING
Brick
Limestone
Fiber Cement Board
Wood



Any standard size brick blends by Old Texas Brick

Fiber cement panel - Horizontal & vertical board and batten

Texas Leuders Limestone - honed, saw-faced or split-faced

Real cedar or engineered wood by Nichiha

FRONT / SIDE YARD
Steel plate planters



Steel plate - oiled

FRONT DOOR AND ACCENT COLORS
Texas Arts & Crafts Palette



BarnesGromatzkyKosarekArchitects

Concept Package

Woodmere Park | Kyle, Texas