

**ECONOMIC DEVELOPMENT AGREEMENT:  
City of Kyle Signature Event and Economic  
Development Outdoor Advertising Program**

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this 17<sup>th</sup> day of November 2020 by and between the **CITY OF KYLE, TEXAS**, a home rule city of the State of Texas and **REAGAN NATIONAL ADVERTISING OF AUSTIN, INC.**, a Texas limited partnership ("the Company"). Collectively, the City and the Company may be referred to as "Parties/" and individually as a "Party," acting by and through their respective authorized officers.

**RECITALS:**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City of Kyle;

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may enter into an agreement with any entity for administration of an economic development program;

**WHEREAS**, the Company plans to lease a 1.129 -acre tract of land ("Property") located within the corporate limits of the City, as further described in "Exhibit A," attached and incorporated herein. The Property is currently undeveloped, and the Company wishes to develop the Property by designing and constructing a digital billboard to display digital advertising ("Project");

**WHEREAS**, the Company shall construct on the Property, a Digital billboard, which will include a monopole back to back structure directly embedded into a drilled foundation and comply substantially with the Development Standards of the City of Kyle I-35 Overlay;

**WHEREAS**, the Company will authorize the City of Kyle's use of the digital billboard and other digital billboards in the Company's inventory throughout Texas and the United States for the benefit of the citizens of the greater Kyle area;

**WHEREAS**, the Company is willing to construct and pay for the Project, including the public works and improvements necessary to serve the Project, in exchange for the City's approval of the Project subject to the terms and conditions of this Agreement;

**WHEREAS**, for and in consideration of the City's approval, the Company and its successors and assigns, will commence and diligently pursue the completion of the Project, beginning construction within one hundred and eighty (180) days of final approval of the construction plans by the City and State;

**WHEREAS**, the City of Kyle wishes to encourage and to assist economic development in the City of Kyle and the greater Kyle area by utilizing the Company's network of Digital billboards to advertise city-sponsored events in communities outside of the City of Kyle;

**WHEREAS**, the City of Kyle wishes to encourage and to assist economic development in the City of Kyle and the greater Kyle area by utilizing the Company's growing network of Digital billboards

to advertise proposed developments and other opportunities for commercial investment in the City of Kyle;

**WHEREAS**, the City has the authority to enter into this Agreement and this Agreement sets up a structured arrangement wherein the City will have use of the Company's Digital billboard network;

**NOW, THEREFORE**, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

**RECITALS INCORPORATED.** The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part of this Agreement for all purposes.

## **ARTICLE I** **DEFINITIONS**

"City" means the City of Kyle, a municipal corporation of the State of Texas.

"Comply" and "compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this agreement. "Comply" and "compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with applicable State and local laws, codes and regulations (including but not limited to substantial compliance with the Development Standards of the City of Kyle I-35 Overlay); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"Default" and "Act of Default" means failure in some material respect to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement.

"Development Standards of the City of Kyle I-35 Overlay" means the development standards set forth in Chapter 53, City of Kyle Code of Ordinances.

"Economic Development Opportunity Announcement" means an announcement regarding opportunities for commercial investment within the City of Kyle.

"Finance Department" means the Finance Department of the City of Kyle.

"Digital Billboard" means a monopole sign with back to back 14' x 48' changeable electronic variable message sign faces; which permits alteration of the sign's message or images by electronic means, including by light-emitting diodes (LEDs) or other means of digital display to present a message or images that complies with this Agreement, as generally shown in Exhibit B and the plans approved by the City and State of Texas.

"On-site" means on the Property and the Project.

“Property” means the real property being Lot 7, Cor-Dev #1 Subdivision, located in Kyle, Hays, County Texas, more particularly described on Exhibit “A” attached hereto in in Volume 2513, Page 479, Official Public Records of Hays County, Texas.

“Project” means the Digital Billboard described in Exhibit “B” to be constructed on property located within the City of Kyle and on the property described in Exhibit “A”

“Public Service Announcement” means announcements regarding city-sponsored event announcements and noncommercial announcements.

## **ARTICLE II**

### **PERFORMANCE CRITERIA AND DEFAULT**

**Section 2.01 Performance Criteria.** The Company agrees and covenants that it shall:

- a) Construct or cause to be constructed and completed within Company’s control the “Digital Billboard” with construction to commence by the one hundred and eightieth (180<sup>th</sup>) day from the date the City of Kyle and the State of Texas provides final approval of construction plans.
- b) Advertise City of Kyle content on digital billboards operated by the Company throughout Texas and the United States according to the terms set forth herein, without charging the City for any costs associated with doing so:
  1. Permit the City to post Public Service Announcements or Economic Development Opportunity Announcements (the “Announcements”) on the Digital Billboard for a period of no more than eight weeks collectively per year and no less than one week per campaign; provided, however, that such Announcements shall consist of one slot per rotation in the standard rotation utilized by the advertising company on the applicable digital billboards. The City will provide the messaging, approve the style and layout of the messaging, and provide the request to post on which specific location to Company with at least one-week prior notice.
  2. Permit the City, at the City’s sole election, in lieu of placing Announcements on the Company’s Digital Billboard, located within the City of Kyle, to place Announcements on a digital billboard or multiple digital billboards located outside of the City of Kyle for up to the equivalent time. Such alternate locations shall be provided to the City by the Company upon request and then selected by the City depending upon availability.
  3. The rights set forth in 2.01(b)1 and 2 are not assignable by the City of Kyle and any unused time does not accrue from year to year; provided that, in the event that the Company fails to post the Announcements for the period of time or in the locations approved by the City, the Company shall post the Announcements in additional locations on non-digital billboard selected by the City.
- c) Pay the established annual registration fee for off-premises digital display signs in the amount specified in the City’s approved fee schedule.
- d) Shall provide use of the advertising space on the Digital Billboard, as reasonably necessary for emergency broadcasts, such as Amber Alerts and Silver alerts, which shall be in addition to Section 2.01(b)(1).

- e) Public Service Announcement(s) and Economic Development Opportunity Announcement(s) described in Section 2.01(d) shall be placed and based on a space availability basis of the Company's digital billboard(s) if said digital billboard is located outside of the City of Kyle.

### **Section 2.02 Plans and Specifications.**

The Company shall design the "Digital Billboard" according to the following specifications:

- a) To a height which provides maximum economic value but does not unreasonably interfere with the visibility of the Water Tower or other signs within close-proximity existing at the time of this Agreement.
- b) To a height that does not exceed 42 feet, unless a line of sight study conducted by the Company and accepted by the City shows that height that exceeds 55 feet will not interfere with visibility of the Water Tower or other signs within close proximity existing at the time of this Agreement.
- c) On a monopole base with a masonry pole cover approved by the City in compliance with customary building standards in place at the time of this Agreement.
- d) Equipped with a DPI that provides the most clear display and advertising content in the Company's reasonable opinion.
- e) Self-adjusting technology so the brightness adjusts with the intensity of the surrounding ambient light.
- f) Complies with the following standards:
  - a. The Digital Billboard must automatically adjust the sign brightness so that the brightness level of the sign is no more than 0.3 foot-candles over ambient light conditions at a distance of 250 feet from the sign. A digital display sign must be equipped with both a dimmer control and photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
  - b. The Digital Billboard may not increase the light level on a lot in a residential district over ambient conditions without the digital display, measured in foot-candles at the point closest to the sign that is five feet inside the residential lot and five feet above the ground.
  - c. Before the issuance of approval of the plans for the Digital Billboard, the Company shall provide written certification from the sign manufacturer that:
    - i. The light intensity has been factory programmed to comply with the maximum brightness and dimming standards in this subsection; and
    - ii. The light intensity is protected from end-use manipulation by password-protected software or other method satisfactory to the building official.

### **Section 2.04 Remedies.**

The Parties expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any

necessary action by the breaching Party.

**Section 2.05 Notice of Default or Breach.**

The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least 30 days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties' addresses for notice are:

**City of Kyle:**

Attn: City Manager  
100 W Center St Kyle, TX 78640

**Reagan Advertising, Inc:**

7301 Burleson Rd  
Austin, TX 78744

**ARTICLE III**  
**COVENANTS AND DUTIES**

**Section 3.01 Company's Covenants and Duties.**

Company makes the following covenants and warranties to the City, and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

- a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the agreement, by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.
- c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.
- d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits.
- e) The Company shall obtain City approval of plans and specifications for the Project improvements prior to starting any construction.
- f) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

**Section 3.02 Representation and Warranties by the City of Kyle.**

- a) The City of Kyle agrees to authorize the construction of a Digital Billboard on the Property according to the specifications and requirements provided herein. The City of Kyle represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to enter this agreement.
- b) The City of Kyle agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.
- c) The City of Kyle agrees to provide the Company with its Public Service Announcements and Economic Development Opportunity Announcements, which may be updated by city at any time and bear the costs associated with providing company with the announcements in an acceptable digital format; provided that the City will not pay the Company any sum for the City's use of the Digital Billboard as set forth in Section 2.01.

**ARTICLE IV**  
**TERMINATION**

**Section 4.01 Termination.**

This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; (b) The Agreement's Expiration Date; or (c) An uncured Default by the Company, if the City elects to terminate the Agreement for an Uncured Default.

**Section 4.02 Agreement Expiration Date.**

The agreement shall expire upon the twentieth anniversary of this agreement, or the termination of the lease or removal of the sign from the property if sooner.

**ARTICLE V**  
**GENERAL PROVISIONS**

**Section 5.01 Default.**

- a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within fifteen (15) days of the receipt of such notice. 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 secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. 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.

**Section 5.02 No Personal Liability of Public Officials.**

No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

**Section 5.03 Liability of the Company, its Successors and Assignees.**

Any obligation or liability of the Company whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Company pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Company only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Company, regardless of whether such obligation or liability is contract, tort or otherwise.

**Section 5.04 Mediation.**

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation collectively known as alternate dispute resolution (“ADR”) shall be assessed equally between the City and Company with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

**Section 6.01 Limitations on Liability.**

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; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

**Section 6.02 Force Majeure.**

In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term “force majeure” as employed herein shall mean and refer, without limitation, to acts

of God; strikes and/or lockouts; 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 (other than the City); insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays' restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because 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 of such force majeure to the other party within thirty (30) 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 provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and 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 6.03 Independent Contractors.**

It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company or its subcontractors or tenants at no time will be acting as agents of the City or and that all consultants or contractors engaged by the Company, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Company under this Agreement, unless any such claims are due to the fault of the City.

**Section 6.04 Interpretation.**

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 6.05 Section or Other Headings.**

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 6.06 Entire Agreement.**

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

**Section 6.07 Amendment.**

This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City of Kyle, Texas.

**Section 6.08 Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the



Company may not be assigned to any party, unless the Digital Billboard is part of a bulk sale of assets, to collateral assignments to lenders, or to sales to experienced operators that assume all obligations of the contract in writing, with the written consent of the City of Kyle (which consent shall not be unduly withheld, provided the City is satisfied that any remaining obligations under the Agreement will be met); and (ii) notwithstanding the foregoing and any other provision of the Agreement to the contrary, any successor owner, occupant, tenant, licensee or invitee of any such portion of the Property (including, without limitation, any business that may operate from time to time thereon).

**Section 6.09 Applicable Law and Venue.**

This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Hays County, Texas.

**Section 6.10 Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**Section 6.11 No Additional Waiver Implied.**

The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

**Section 6.12 Parties in Interest.**

This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

**Section 6.13 Merger.**

This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

**Section 6.14 Captions.**

The captions of each section of this Agreement are inserted solely for convenience.

**Section 6.15 Severability.**

If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

**Section 6.16 Indemnification.**

COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT,

INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address which notices are to be sent by giving the other parties written notice in the manner provided in Section 4.08.

**EXECUTION PAGE FOLLOWS:**

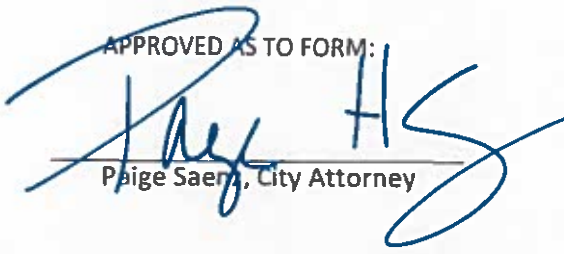
THE CITY OF KYLE, TEXAS

  
Travis Mitchell, Mayor

ATTEST/SEAL:

  
Jennifer Holm, City Secretary

APPROVED AS TO FORM:

  
Paige Saenz, City Attorney

Agreed to and accepted on November, 2020.

REAGAN NATIONAL ADVERTISING OF AUSTIN, INC., a Delaware Corporation

Sign:   
William K Reagan II, President

Agreed to and accepted on Nov, 2020.

Exhibit A: Property Description

Exhibit "A"

**COR-DEV #1 SUB, LOT 7, ACRES 1.129**



Bk Vol Pg  
04021675 OPR 2513 479

### PLAT RECORDING INFORMATION

The following plat has been filed for record and appears in the Volume and Page(s) indicated below in the Plat Records of Hays County, Texas.

SUBDIVISION NAME: Car-Dev #1 Sub.

PROPERTY DESCRIPTION: \_\_\_\_\_

OWNER(S): Howard / Howell  
Partnership LLP

PLAT VOLUME 12 PAGE(S) 21-22

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**THE FOLLOWING PAGES CONTAIN THE ORIGINAL TAX CERTIFICATES FROM EACH TAXING UNIT WITH JURISDICTION OF THE REAL PROPERTY INDICATING THAT NO DELINQUENT AD VALOREM TAXES ARE OWED ON THE REAL PROPERTY**  
[Pursuant to Section 12.002 of the Texas Property Code]

Vol. 12 9 21

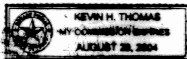
# REPLAT OF LOTS 6-9 COR-DEV #1 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, HOWARD/HOWELL PARTNERSHIP, LLP., A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4303 RUSSELL DRIVE, AUSTIN, TEXAS 78704, THE UNDERSIGNED OWNERS OF THE SAID 2.82 ACRES OF LAND OUT OF THE COR-DEV #1 SUBDIVISION, AND RECORDED IN PLAT CABINET 9, PAGES 360-361, HAYS COUNTY DEED RECORDS, DO HEREBY REPLAT LOTS 6, 7, 8 AND 9, 2.82 ACRES AS SHOWN ON THIS REPLAT, AND DESIGNATED HEREIN AS REPLAT OF LOTS 6-9 COR-DEV #1 SUBDIVISION, A SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN, IN WITNESS WHEREOF THE SAID HOWARD/HOWELL PARTNERSHIP, LLP, HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY ITS MANAGING PARTNER.

BY: W.B. Howell  
W.B. HOWELL, MANAGING PARTNER

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 30 DAY OF June, 2004, A.D. BY W.B. HOWELL, MANAGING PARTNER, HOWARD/HOWELL PARTNERSHIP, LLP, A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP



BY: Kevin H. Thomas  
NOTARY PUBLIC, STATE OF TEXAS

SURVEYORS CERTIFICATION:

STATE OF TEXAS  
COUNTY OF TRAVIS

I, STEVEN R. MCANGUS, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

S.R. McAngus  
STEVEN R. MCANGUS, R.P.L.S. # 3680  
MCANGUS SURVEYING COMPANY, INC.  
1101 SOUTH CAPITAL OF TEXAS HIGHWAY  
BUILDING H, SUITE 100  
AUSTIN, TEXAS 78746

1/12/04  
DATE



CERTIFICATION OF THE CITY SECRETARY:

STATE OF TEXAS  
COUNTY OF HAYS

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING REPLAT OF LOTS 6 & 9 COR-DEV #1 SUBDIVISION, AN ADDITION TO THE CITY OF KYLE, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF KYLE ON THE 20th DAY OF January 2004. SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF KYLE, TEXAS.

WITNESS MY HAND THIS 28th DAY OF July, 2004. David J. Reid

CITY ENGINEER CERTIFICATION:

STATE OF TEXAS  
COUNTY OF HAYS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION REPLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE AND HEREBY RECOMMEND APPROVAL.

Joel D. Wilkinson 7/21/04  
JOEL WILKINSON, P.E.  
NEPTUNE-WILKINSON ASSOCIATES, INC.

DIRECTOR OF PUBLIC WORKS CERTIFICATION:

STATE OF TEXAS  
COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF KYLE, HEREBY CERTIFY THAT THIS SUBDIVISION REPLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF KYLE AND HEREBY RECOMMEND APPROVAL.

Jimmy Haverda  
DIRECTOR OF PUBLIC WORKS  
JIMMY HAVERDA

PLANNING AND ZONING COMMISSION CERTIFICATION:

STATE OF TEXAS  
COUNTY OF HAYS

THIS FINAL REPLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS 27 DAY OF July, 2004.

Dan Ryan  
DAN RYAN  
CHAIRPERSON

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT LEE CARLISLE, CLERK OF HAYS COUNTY COURT, DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS OF IN MY OFFICE ON THE 26 DAY OF July, 2004, A.D. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT CABINET 17, PAGE(S) 21-22. WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 26 DAY OF July, 2004 FILED FOR RECORD AT 2:15 O'CLOCK P.M. THIS THE 26 DAY OF July, 2004, A.D.



Lee Carlisle  
LEE CARLISLE  
COUNTY CLERK  
Paul D. Reinhardt  
deputy

STATE OF TEXAS  
COUNTY OF TRAVIS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE REPLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE REPLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

David J. Reid  
DAVID J. REID, P.E. #79858  
HOWARD ENGINEERS, INC.  
4303 RUSSELL DR.  
AUSTIN, TEXAS 78704  
(512) 448-0881

DATE 6-30-04



PUBLIC UTILITY INFORMATION

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

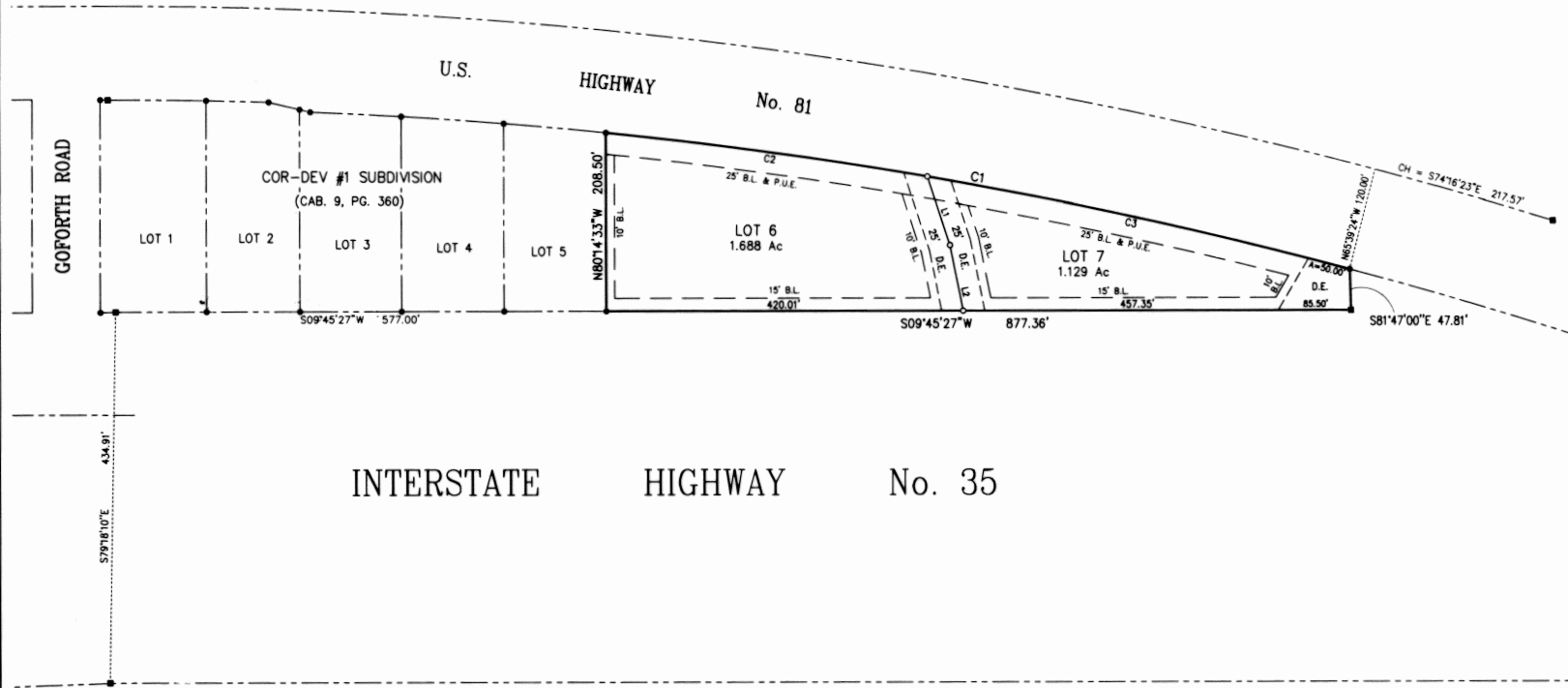
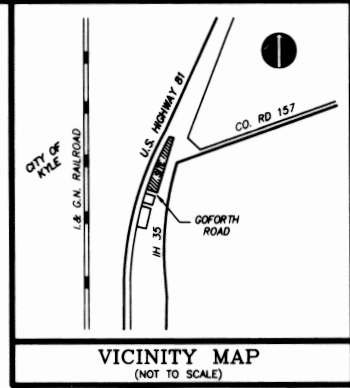
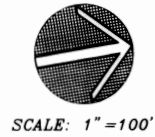
WATER:	PHONE:	GAS:
CITY OF KYLE	GTE	ENTEX
101 BURLESON	6601 FM 3237	326 CHEATAM
KYLE, TEXAS 78640	WIMBERLEY, TEXAS 78676	SAN MACROS, TEXAS 78666
WASTEWATER:	ELECTRIC:	
CITY OF KYLE	PEDERNALES ELECTRIC COOP	
101 BURLESON	1810 FM 150 WEST	
KYLE, TEXAS 78640	KYLE, TEXAS 78640	

McANGUS SURVEYING CO., INC.

1101 HIGHWAY 360 SOUTH  
BUILDING H, SUITE 100  
AUSTIN, TEXAS 78746  
(512) 328-9302

Vol. 12 Pg 22

# REPLAT OF LOTS 6-9 COR-DEV #1 SUBDIVISION



### LEGEND

- 1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED "McANGUS SURVEY" FOUND (UNLESS OTHERWISE NOTED)
- 1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED "McANGUS SURVEY" SET
- CONCRETE MONUMENT FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING SETBACK LINE
- ( ) RECORD DATA

INTERSTATE HIGHWAY No. 35

**NOTES:**

1. THE TOTAL LENGTH OF STREETS IN THIS SUBDIVISION IS 0 FEET.
2. THE TOTAL AREA OF STREET RIGHT OF WAY TO BE DEDICATED IN THIS SUBDIVISION IS 0 FEET.
3. THE TOTAL ACREAGE IS 2.817 ACRES.
4. THE TOTAL NUMBER OF LOTS: 2
5. A FIVE (5) FEET WIDE EASEMENT FOR PUBLIC UTILITIES ALONG ALL SIDE LOT LINES AND A TEN (10) FEET WIDE EASEMENT FOR PUBLIC UTILITIES ALONG ALL REAR LOT LINES (I.H.. 35 FRONTAGE) ARE HEREBY DEDICATED.
6. JOINT USE DRIVEWAY ACROSS LOTS 6 AND 7 IS HEREBY GRANTED AS SHOWN ON SITE DEVELOPMENT PLAN APPROVED BY THE CITY OF KYLE.

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N81°21'40"E	84.30'
L2	S88°25'43"W	78.12'

**CURVE TABLE**

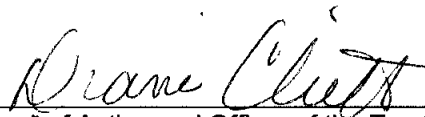
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD	ARC
C1	09°00'38"	5669.58	N20°09'07"E	890.69	891.61
C2	03°51'26"	5669.58	N17°34'31"E	381.60	381.68
C3	05°09'12"	5669.58	N22°04'50"E	509.76	509.93

**FLOOD PLAIN NOTE:**

NO PORTION OF THE SUBDIVISION SHOWN HEREON IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48209 C 0185 E, DATED FEBRUARY 18, 1998.

**McANGUS SURVEYING CO., INC.**  
 1101 HIGHWAY 360 SOUTH  
 BUILDING H, SUITE 100  
 AUSTIN, TEXAS 78746  
 (512) 328-9302

PHOTOGRAPHIC MYLAR

  
\_\_\_\_\_  
Signature of Authorized Officer of the Tax Office

Date of Issue	07/08/2004			
Requestor	HOWARD CHARLES E &			
Ref Number	SM-2004-005273	Bk	Vol	Pg
Fee Paid	\$10 00	04021675	QPR	2513 481
Payer	HOWARD CHARLES E &			

Filed for Record in:  
Hays County  
On: Jul 28, 2004 at 02:12P  
Document Number: 04021675  
Amount: 106.00  
Receipt Number - 106353  
By:  
Rose Robinson, Deputy  
Lee Carlisle, County Clerk  
Hays County



Exhibit "B"

**Depiction of the Proposed Billboard**

FOR ILLUSTRATIVE PURPOSES  
ONLY - NOT ACTUAL SIGN OR  
LOCATION.





VIEWPOINT FROM  
1000' BACK

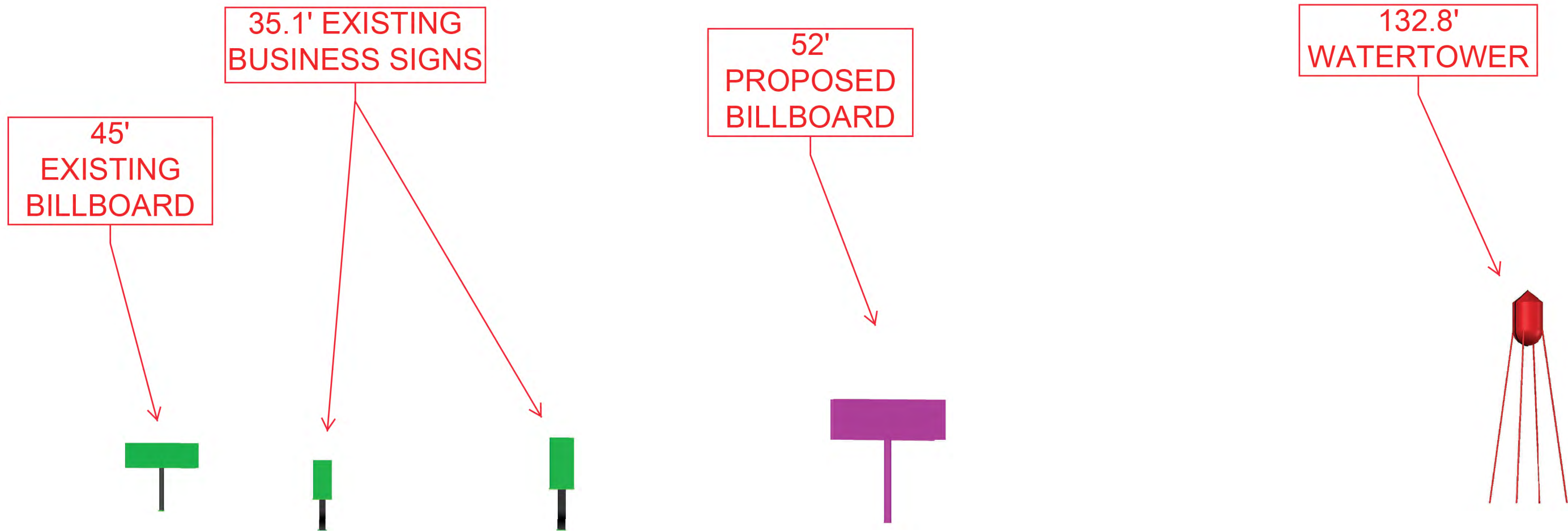
PROPOSED  
BILLBOARD

EXISTING  
BUSINESS  
SIGN

EXISTING  
BUSINESS  
SIGN

WATERTOWER

EXISTING  
BILLBOARD



PERSPECTIVE VIEW AT 1000' NORTH OF PROPOSED 52'  
BILLBOARD FROM CENTER OF SOUTHBOUND IH-35 MAINLANES