

ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of this 1st day of November 2022 (the "**Effective Date**") by and between the **CITY OF KYLE, TEXAS**, a home rule city of the State of Texas ("**City**") and **BFS Group LLC**, a Delaware limited liability company registered to do business in the State of Texas ("**Employer**"). Collectively, the City and Employer may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

RECITALS

WHEREAS, the Employer owns that certain 14-acre tract of land ("**Property**") located within the corporate limits of the City, as further described in "Exhibit A," attached and incorporated herein, at the property at the southwest corner of the IH35 and County Road 208, Kyle, Texas; and

WHEREAS, the Property is currently undeveloped, and the Employer wishes to develop the Property by designing and constructing infrastructure improvements within and outside the boundaries of the Property necessary to prepare the Property for light industrial, employment, and other commercial uses stated in this Agreement, proposed to be operated as a business commonly known as the Builders FirstSource Kyle Texas location and

WHEREAS, as part of the Project (as further defined in Section 1.02(f)), the Employer shall invest and develop on the Property a facility being a minimum of 47,000 square feet in size for relocation and expansion of the current BFS Group LLC facility operation and will serve as a lumber yard and building supply distribution facility; and

WHEREAS, the Project will require construction of common public infrastructure, including, without limitation, utilities and drainage infrastructure, that is required by the City-approved construction plans and permits, applicable City ordinances, codes, and regulations, and applicable local, state, and federal law, which provide enhanced mobility to the citizens of the greater Kyle area, and for the Property and the Project; and

WHEREAS, the Employer is willing to construct and pay for the Project, including the public works and improvements necessary to serve the Project, in exchange for the Incentive Payment (defined herein) paid in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City has the authority pursuant to Chapter 380, Texas Local Government Code, to enter this Agreement and this Agreement sets up a structured arrangement wherein annual economic development incentive payments in the form of sales tax rebates will be made to Employer exclusively from sales tax revenues collected by City from the sales tax revenue created by Employer on the Property and received by the City, subject to the terms and conditions of this Agreement; and

WHEREAS, the City hereby establishes a program pursuant to Chapter 380, Texas Local Government Code, to provide for the economic incentive provided to Employer under the terms and conditions of this Agreement; and

WHEREAS, the City hereby finds that this Agreement will promote local economic development and stimulate business and commercial activity in the City.

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

ARTICLE I
RECITALS; DEFINITIONS

Section 1.01. 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.

Section 1.02. Definitions.

- a) “Business” means lumberyard and building materials distribution business to be conducted on the Property by the Employer.
- b) “City” means the City of Kyle, a home rule municipal corporation of the State of Texas.
- c) “Employer” shall mean BFS Group LLC.
- d) “Property” means the real property described on Exhibit “A” attached hereto.
- e) “Full-time Equivalent Employees” or “FTE” shall mean the employees employed at the Property by the Employer working at least a thirty-hour work-week for the average salary or average annual wages established herein as \$40,000 annually.
- f) “Project” means the development of industrial and non-residential improvements and supporting improvements and infrastructure as generally described in the second, third, and fourth recitals above, Section 2.01, and Section 4.01, and as generally shown on the site plan attached hereto as Exhibit “B”, which is incorporated herein for all purposes, to be located on the Property for the purpose of conducting the Business on the Property.
- g) “On-site” means on the Property and at the Project.
- h) “Year” shall mean a twelve-month period of time beginning on January 1 and ending December 31.
- i) “Certificate of Occupancy” shall mean the final document or documents issued by the City of Kyle, Texas customarily entitled “Certificate of Occupancy” indicating that all building codes, regulations, and ordinances have been officially unconditionally, completely complied with in all respects, with respect to construction and completion of the Project, and specifically shall not include any temporary or conditional document authorizing temporary or conditional occupancy.
- j) “Code” shall mean the City of Kyle Code of Ordinances.
- k) “Finance Department” means the Finance Department of the City of Kyle.

- l) “Comply”, “compliance”, and “in accordance with” mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.
- m) “Default” and “Act of Default” means failure in some material respect, and the continuance of such failure after any notice and opportunity to cure provided in this Agreement, to comply timely, fully and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, including but not limited to:
 - (i) The Employer terminates the use of the Property for the Project or the Business at any time during the duration of this Agreement, other than as a result of casualty, condemnation or force majeure.
 - (ii) The Employer fails to meet the performance criteria as specified in Article IV below.
 - (iii) The Employer knowingly falsely certifies that it has met the performance criteria for a particular tax year in its annual certification and reports submitted to the City under this Agreement.
- mi) “Incentive Payment” and “Incentive Payments” mean the economic development incentive payments as described hereafter in Section 3.01 of this Agreement. Incentive Payments will be made to Employer by each April 30th which follows the end of each respective Annual Incentive Payment year or part thereof. As an example, the City of Kyle Annual Incentive Payment related to the sales and use taxes reimbursed to the City for the sales occurring during the period beginning January 1, 2023 and ending December 31, 2023 is due on April 30, 2024.
- mii) “Construct” and “construction” mean construction in a good and workmanlike manner and in compliance with City-approved construction plans and/or permits, applicable federal, State and local laws, codes and regulations or valid waivers thereof or variances thereunder, and good engineering practices. The main building housing the offices and other expected uses must be compliant with the I-35 Overlay as it relates to masonry percentage requirements and architectural finishes. The portions of the lumber sheds that have walls may have a rock, or brick water table design at the bottom (at least 5' high) with stucco allowed on the remaining portion of the wall. The lumber shed at the front of the site, will primarily be screened by landscaping, and only the exposed faces of walls not shielded by the landscaping must have the same masonry design as in the previous sentence.
 - a. All parking, lay down yard, lumber inventory area, or other similar areas must have asphalt, concrete, pavers or other similar materials approved by the City Engineer or staff as assigned.
- miii) “City Sales Tax” or “Sales Taxes” shall mean the portion of such taxes as are remitted to the State of Texas by the Employer based on one percent (1%) of sales of taxable items and reimbursed to and received by the City of Kyle by the State of Texas. For purposes this Agreement, City Sales Tax shall be determined to be the amount remitted by a company or person to the State of Texas Comptroller of Public Accounts Office (the “Comptroller”) for the benefit of the City, as set forth in the

records prepared by a company or person and submitted to the Comptroller for sales within the Development.

- q) “Force majeure” shall have the meaning set forth in Section 9.03 of this Agreement.

ARTICLE II IMPROVEMENTS

Section 2.01. Construction of Improvements. Employer agrees to design and construct and install the Project, including all necessary public and private improvements, infrastructure and facilities needed to support the development, use and occupancy of the Project in compliance with City-approved construction plans and permits, applicable City ordinances, codes and regulations, applicable local, state, and federal regulations, and good engineering practices. The plans and specifications for the Improvements shall be subject to the review and approval of all governmental entities with jurisdiction. Specifically, the main building housing the offices and other expected uses must be compliant with the I-35 Overlay as it relates to masonry percentage requirements and architectural finishes. The portions of the lumber sheds that have walls may have a rock, or brick water table design at the bottom (at least 5' high) with stucco allowed on the remaining portion of the wall. The lumber shed at the front of the site, will primarily be screened by landscaping, and only the exposed faces of walls not shielded by the landscaping must have the same masonry design as in the previous sentence.

All parking, lay down yard, lumber inventory area, or other similar areas must have asphalt, concrete, pavers or other similar materials approved by the City Engineer or staff as assigned.

Section 2.02. Funding of Improvements. Employer or it’s designees shall pay all Project costs.

ARTICLE III ECONOMIC INCENTIVES AND CERTIFICATION OF COMPLIANCE

Section 3.01 Economic Development Incentive.

- (a) Employer will receive a 10-year rebate of forty percent (40%) of the City Sales Taxes received by the City from the State of Texas during the Term (as defined below), subject to compliance with the terms and conditions of this Agreement, including but not limited Article IV. The maximum total of Incentive Payments under this Agreement is two million dollars (\$2,000,000). Incentive Payments will be due with respect to the period commencing on the first day of the first full calendar month after Employer completes and receives a final Certificate of Occupancy for the Project (the “**Commencement Date**”) and continuing until the last day of the month immediately prior to the tenth (10th) anniversary of such Commencement Date or the total amount of Incentive Payments equals two million dollars (\$2,000,000), whichever occurs first (the “**Expiration Date**”); and the period from the Commencement Date to the Expiration Date is the “**Term**”).
- (b) City Sales Tax Reporting. The Employer shall cooperate with the City and assist the City in any manner required by the Comptroller to release any and all information related to City Sales Tax collected within the Property. The City will request quarterly, or monthly if available from the Comptroller, all sales tax reports for City Sales Tax collected from operations from the Employer. The Employer shall timely pay City Sales Tax that is owed to the Comptroller and shall execute any document reasonably required for the release of information related to the City Sales Tax to the City, including registering the Property and the address of the Business as the point of sale for all products sold on-site at the Property, and take such action with the Comptroller, and such other

entities as necessary, to assure that the City Sales Tax is legally billed and payable, as provided by law for sales within the City, on all products that are sold on-site at the Property.

- (c) Freeport Tax Exemption. City, Hays County and Hays CISD participate in Freeport Exemption from ad valorem tax on business inventories destined for out-of-state shipment within 175 days.
- (d) State Programs. City staff will aid and provide guidance to facilitate applications and help Employer access various state and/or federal programs including, but not limited to, the Texas Enterprise Program, Sales and Use Tax Benefits, Employee Training Resources, the Skills Development Fund and the Self-Sufficiency Fund.

Section 3.02 Certification of Compliance.

- (a) For each year in which the Employer is eligible for an Incentive Payment, at the time that the Employer pays its Sales Taxes, the Employer shall submit to the City the reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV, along with a certificate in the form provided by the City verifying compliance with this Agreement. Such reports and records shall include at a minimum the following:

- (i) A certified payroll list submitted by February 28 of each year which includes a list of all Full-time Equivalent Employees (not independent contractors) employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification verifying that the information provided is true and accurate:

- a. Name of Reporting Entity
 - b. Reporting Period
 - c. Employee Identification Number
 - d. Position Title of Each Employee
 - e. Average Number of Hours Worked Per Week by Each Employee during the Reporting Period
 - f. Actual Taxable Compensation Paid to Each Employee during the Reporting Period (amount that will be reported in Box 1 of IRS Form W-2 Wage & Tax Statement)

- (b) The City may request additional records to support the information to confirm compliance with this Agreement.

Section 3.03. Payment of Incentive. If the Employer has met the performance criteria set forth in Section 4.01(a), (b), and (d), and is otherwise in compliance with this Agreement (except for the minimum employment levels) as of February 28th of the first full calendar year after the Commencement Date, the City will rebate to the Employer forty percent (40%) of the City Sales Tax received by the City for the prior calendar year, or portion thereof that is included in the Term, on or before April 30th of the immediately succeeding year. For each subsequent calendar year, or portion thereof that is included in the Term,, provided the performance criteria set forth in Section 4.01(b) through (d) is met as of February 28th of the following calendar year and provided further that the Employer is otherwise in compliance with this Agreement, the City will rebate to the Employer forty percent (40%) of the City Sales Tax received by the City for the prior calendar year on or before April 30th of such calendar year. Compliance with Sections 4.01(b) through (e) will be determined as of February 28 each year as noted above.

Section 3.04 Audit. The City shall, upon reasonable prior written notice to the Employer and during

normal business hours, have the right to audit and inspect the Employer’s records, books, and all other relevant records related to Incentive Payments under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law (including but not limited to the Texas Public Information Act, Chapter 552, Texas Government Code), municipal ordinance, or at the direction of the Office of the Texas Attorney General.

ARTICLE IV
PERFORMANCE CRITERIA

Section 4.01 Performance Criteria. To become entitled to the Incentive Payment, the Employer shall complete the Project and obtain a final Certificate of Occupancy, as provided in Section 3.01(a) and comply with the following additional criteria:

- (a) The Employer shall employ no less than the number of Full-Time Equivalent Employees within the municipal boundaries of the City of Kyle as designated in the chart below:

| Year | Existing Jobs on Site | New Jobs | Total |
|------|-----------------------|----------|-------|
| 1 | - | 35 | 35 |
| 2 | 35 | 2 | 37 |
| 3 | 37 | 2 | 39 |
| 4 | 39 | 2 | 41 |
| 5 | 41 | 2 | 43 |
| 6 | 43 | 3 | 46 |
| 7 | 46 | - | 46 |
| 8 | 46 | - | 46 |
| 9 | 46 | - | 46 |
| 10 | 46 | - | 46 |

- (b) The Business shall be open and operating on the Property during normal business days and hours, (i.e., excluding federal and state holidays, weekends and temporary closures due to casualty, condemnation or force majeure). The Business will be considered not open and operating if the Business is closed for a period greater than two (2) weeks and not as a result of holidays and temporary closures due to casualty, condemnation, or force majeure.
- (c) Employer shall comply with Article II.
- (d) After the first Economic Incentive Payment, compliance with Sections 4.01(a), (b) and (c) shall be a condition of receiving an annual Incentive Payment as contemplated by Section 3.03; provided that in the event that the Employer does not meet the minimum number of FTE’s for a particular tax year in which a minimum employment requirement is in effect for the Property but meets all other performance criteria, the City shall nonetheless pay the Employer a pro rata share of the Incentive Payment based on the actual number of FTE’s employed that meet the salary and benefits requirement of this Agreement during that year. For example, if for the minimum number of FTE’s for a particular year is 46 and the Employer employed only 23 FTE’s (which is one-half of the FTE requirement) and achieved all other performance criteria for that year, the Employer would receive one-half of the Incentive Payment for that year.

Section 4.02 Forfeiture. As the City's sole remedy, the Employer shall forfeit all rights to the Incentive Payments set forth in Article III of this Agreement for any year in which the Employer fails to meet the Performance Criteria set forth in Section 4.01; provided that failure to employ the required minimum number of FTE's results in a pro-rata reduction of the Payment Incentive as provided in Section 4.01(d). For purposes of clarity, the parties expressly acknowledge and agree that the Employer may in its sole discretion voluntarily close or cease its business operations on the Property without any liability to the City under this Agreement other than such closing or cessation of business shall automatically cause a termination of this Agreement and cause a loss of any entitlement to prospective Incentive Payments.

Section 4.03 Employment of Undocumented Workers. Employer covenants and certifies that Employer does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Employer is convicted of a violation under 8 U.S.C. Section 132(a)(f), Employer shall forfeit any prospective Incentive Payments as the City's sole remedy under this Agreement.

ARTICLE V

COVENANTS AND DUTIES

Section 5.01 Employer's Covenants and Duties. Employer makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article III and IV 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 Employer but shall not be a Default by the Employer until the giving of notice and the failure to cure has occurred as contemplated by Article VII below.

- a) Employer 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 Employer, and the individual signing this Agreement on behalf of the Employer is empowered to execute such Agreement and bind the Employer. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Employer's Employer agreement, by-laws, or of any agreement or instrument to which Employer is a party to or by which it may be bound.
- c) The Employer is not a party to any bankruptcy proceedings currently pending or contemplated, and Employer has not been informed of any potential involuntary bankruptcy proceedings.
- d) Employer shall make diligent efforts to timely and fully comply with all the terms and conditions of this Agreement. Employer also 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 construction of Project improvements on the Property which is within the City limits.
- e) Employer shall require approval of plans and specifications for the Project improvements prior to starting any construction.

f) Employer owns or leases the Property.

g) Employer 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 5.02 Representation and Warranties by the City of Kyle. 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 execute and enter into this Agreement.

Section 5.03 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The parties shall execute any additional documents and agreement reasonably necessary to implement this Agreement

ARTICLE VI **TERMINATION**

Section 6.01 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 Employer. The Expiration Date shall be the date that the final Incentive Payment is due and paid; provided that the following shall survive termination of this Agreement for any reason: the obligation of the City to pay an annual Incentive Payment for those years in which the applicable performance criteria set forth in Article IV were met and Article VII; and Article IX.

ARTICLE VII **DEFAULT AND REMEDIES**

Section 7.01 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 and such failure continues after the notice and cure period provided in Section 7.01(b).

b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach or Default 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 or Default of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice and completed within sixty (60) days of the date of commencement of the cure. Provided, however, if the party failing to perform under this Agreement is diligently pursuing a cure that party may request an extension of time to complete the cure and such an extension will not be unreasonably denied. Notwithstanding anything in this Agreement to the contrary, the sole remedy of City if the Employer is in Default under this Agreement is to terminate this Agreement in which the Employer forfeits its right to obtain future Incentive Payments.

Section 7.02 Intentionally Deleted.

Section 7.03 Liability of the Employer, Its Successors and Assignees. Any obligation or liability of the Employer whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Employer pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Employer 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 Employer, regardless of whether such obligation or liability is contract, tort or otherwise.

ARTICLE VIII NOTICE

Section 8.01 Notice. Notices under this Agreement must be sent by certified mail, return receipt requested, or personal delivery; notice by certified mail, return receipt requested, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. Personal delivery is effective upon delivery. The Parties' addresses for notice are:

City of Kyle:

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

With copy to:

The Knight Law Firm, LLP
City Attorney
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

BFS Group, LLC

A Delaware limited liability company

Attn: Paul Dunn
Vice President-Real Estate
2001 Bryan Street, Suite 1600
Dallas, TX 75201

With copy to:

Ryan, LLC
Attn: Matt Lowell
301 East Pine Street, Suite 700
Orlando, FL 32801

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 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. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be any applicable waiver of sovereignty on the part of the City.

Section 9.02. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Incentive Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 9.03 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 of such force majeure to the other Party. Such cause, as far as reasonably possible, shall be remedied with all reasonable diligence. Notwithstanding anything to the contrary in this Agreement, force majeure shall not excuse non-payment or late payment of any Annual Incentives.

- a) 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 counties or municipalities in the State of Texas, any civil or military authority; 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; pandemics, epidemics, quarantines or other health crises (including, specifically, COVID-19 or other diseases), national or regional emergencies, and shortages of labor, power, transportation or materials as a result of any of the foregoing, or other causes not reasonably within the control of the party claiming such inability.
- b) 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 such force majeure to the other party within ten (15) 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 of 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 judgement of the party having the difficulty.

Section 9.04 Independent Contractors. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder the Employer 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 Employer, 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 Employer under this Agreement, unless any such claims are due to the fault of the City.

Section 9.05 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 9.06 Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 9.07 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 9.08 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 9.09 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 9.10 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however the benefits of this Agreement in favor of the Employer may not be assigned to any party other than (i) an affiliate (defined to be any entity controlling, under common control with, or controlled by the Employer or any entity that succeeds to substantially all of the business and assets of Employer conducted from the Property) of Employer without 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

Section 9.11 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 9.12 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 9.13 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 9.14 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 9.15 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 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience.

Section 9.17 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 9.18 Indemnification. EMPLOYER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS 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 EMPLOYER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO EMPLOYER OR EMPLOYER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF EMPLOYER OR EMPLOYER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF EMPLOYER OR EMPLOYER'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. EMPLOYER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF EMPLOYER OR EMPLOYER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT EMPLOYER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING EMPLOYER 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 EMPLOYER 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 NOT APPLY 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.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE EMPLOYER 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, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

Section 9.19 Statutory Anti-Boycott Verification.

To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent Employer or affiliate of Employer (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the 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.

To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the EMPLOYER represents that the EMPLOYER and all wholly owned subsidiary, majority-owned subsidiary, parent EMPLOYER and affiliates of EMPLOYER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the EMPLOYER represents that the EMPLOYER and all wholly owned subsidiary, majority-owned subsidiary, parent EMPLOYER and affiliates of EMPLOYER do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.

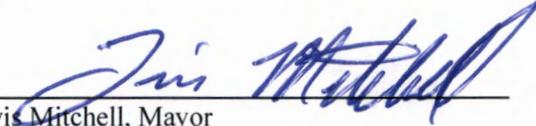
To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the EMPLOYER represents that neither the EMPLOYER nor any wholly owned subsidiary, majority-owned subsidiary, parent EMPLOYER or affiliate of EMPLOYER (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy EMPLOYER” in Section 809.001 of the Texas Government Code, as amended.

Section 9.20 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Employer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

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 8.01.

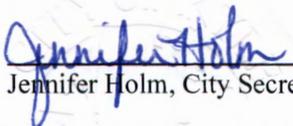
EXECUTION PAGE FOLLOWS:

THE CITY OF KYLE, TEXAS



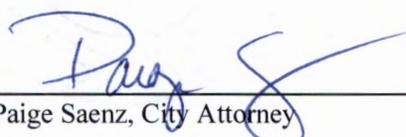
Travis Mitchell, Mayor

ATTEST/SEAL:



Jennifer Holm, City Secretary

APPROVED AS TO FORM:



Paige Saenz, City Attorney

Agreed to and accepted on November 1, 2022.

BFS GROUP LLC



Paul Dunn, Vice President – Real Estate

Name: Paul W. Dunn

Title: VICE PRESIDENT - REAL ESTATE

Agreed to and accepted on November 8, 2022.

Exhibit A: Property Description Tracts 1, 2, and 3

Exhibit B: Project Site Plan

Exhibit A
Property Description

A 14.422 acre tract consisting of 12.664 acres out of the James W. Williams Survey No. 11, Abstract 473 and 1.758 acres out of the Z. Hinton Survey No. 12, Abstract 220, City of Kyle, Hays County, Texas.

Exhibit B
Project Site Plan

| PLANT SCHEDULE | | | | | | SIZE = CALIPER OR SPREAD |
|---------------------------------|-------------------------------------|---------------------------|------|---------|---|---------------------------------|
| SYM. | SCIENTIFIC NAME | COMMON NAME | HGT. | SIZE | CONDITION | REMARKS |
| TREES | | | | | | |
| CC | Cercis canadensis var. 'texana' | TEXAS REDBUD | - | 2" CAL. | B and B | DECIDUOUS / MULTI-TRUNKED |
| LAN | Lagerstroemia indica | CREPE MYRTLE | - | 2" CAL. | B and B | DECIDUOUS / MULTI-TRUNKED |
| QS | Quercus shumardii | SHUMARD OAK | - | 3" CAL. | B and B | DECIDUOUS / SINGLE STEM |
| QV | Quercus virginiana | LIVE OAK | - | 3" CAL. | B and B | EVERGREEN / SINGLE STEM |
| SS | Sophora secundiflora | MOUNTAIN LAUREL | - | 2" CAL. | B and B | EVERGREEN / MULTI-TRUNKED |
| UC | Ulmus crassifolia | CEDAR ELM | - | 3" CAL. | B and B | DECIDUOUS / SINGLE STEM |
| SHRUBS | | | | | | |
| DW | Dasyliiron wheeleri | SOTOL | - | 5 GAL. | | ACCENT / PLANT AS SHOWN |
| ICB | Ilex cornuta 'Burfordii-Nana' | DWARF BURFORD HOLLY | - | 5 GAL. | | EVERGREEN / PLANT AT 3'-0" O.C. |
| LGC | Leucophyllum frutescens 'Gn. Cloud' | 'GREEN CLOUD' CENIZO | - | 5 GAL. | | EVERGREEN / PLANT AT 4'-0" O.C. |
| LMY | Lantana montevidensis 'New Gold' | 'NEW GOLD' LANTANA | - | 1 GAL. | | PERENNIAL / PLANT AT 30" O.C. |
| ML | Muhlenbergia lindheimeri | DEER GRASS | - | 5 GAL. | | ACCENT / PLANT AS SHOWN |
| NDH | Nandina domestica 'Harbor Dwarf' | 'HARBOR DWARF' NANDINA | - | 3 GAL. | | EVERGREEN / PLANT AT 30" O.C. |
| PAC | Plumbago auriculata 'Capensis' | CAPE PLUMBAGO | - | 5 GAL. | | EVERGREEN / PLANT AT 3'-0" O.C. |
| ROP | Rosmarinus officianalis 'Prostrata' | PROSTRATE ROSEMARY | - | 1 GAL. | | EVERGREEN / PLANT @ 24" O.C. |
| SG | Salvia greggii | RED SALVIA | - | 3 GAL. | | EVERGREEN / PLANT AT 30" O.C. |
| SL | Salvia leucantha | MEXICAN BUSH SAGE | - | 5 GAL. | | EVERGREEN / PLANT AT 3'-0" O.C. |
| GROUNDCOVERS AND GRASSES | | | | | | |
| | Cynodon dactylon '419' | '419' HYBRID BERMUDAGRASS | - | | SOLID SOD | SEE SPECIFICATIONS |
| | Cynodon dactylon 'Blackjack' | 'BLACKJACK' BERMUDAGRASS | - | | HYDRMULCH | SEE SPECIFICATIONS |
| | | DECOMPOSED GRANITE | - | | APPLY TO 3" COMPACTED DEPTH OVER SUBGRADE W/ GEO-TEXTILE WEED BARRIER AND PRE-EMERGENT HERBICIDE. FILL UNDER ADJACENT SHRUBS. | |

LANDSCAPE ORDINANCE COMPLIANCE

- TOTAL LANDSCAPE AREA**
TOTAL SITE AREA = 552,290 SF x 10%
= TOTAL LANDSCAPE AREA REQUIRED: 55,229 SF
TOTAL LANDSCAPE AREA PROVIDED: 89,256 SF (16.16%)
TOTAL LANDSCAPE AREA REQUIRED = 55,229 SF x 35%
= FRONT YARD LANDSCAPE AREA REQUIRED: 19,330 SF
FRONT YARD LANDSCAPE AREA PROVIDED: 43,245 SF (78.3%)
- TOTAL TREES AND SHRUBS**
TOTAL LANDSCAPE AREA REQUIRED = 55,229 SF (2) TREES PER 600 SF: 184 TREES
TOTAL TREES PROVIDED: 65 TREES
TOTAL LANDSCAPE AREA REQUIRED = 55,229 SF (4) SHRUBS PER 600 SF: 368 SHRUBS
TOTAL SHRUBS PROVIDED: 417 SHRUBS
- SCREENING OF SURFACE PARKING**
PROVIDED AS REQUIRED

GENERAL NOTES:

- REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
- INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
- INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
- WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
- VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S) TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

URBAN DEER NOTES:

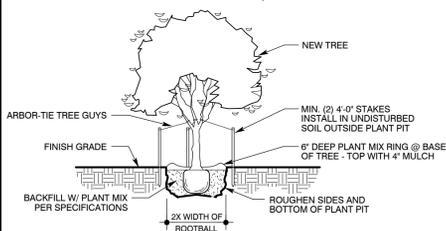
- AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION. IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
- APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
- ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

OVERHEAD ELECTRIC NOTES:

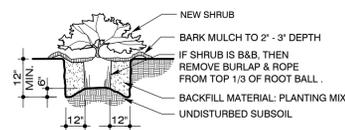
- ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
- WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

TEMPORARY IRRIGATION NOTES:

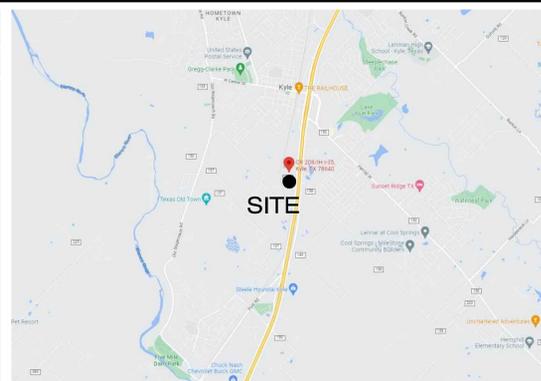
- PROVIDE TEMPORARY IRRIGATION TO SODDED OR SEEDS AREAS WHERE SHOWN ON PLAN AND NOT SCHEDULED TO RECEIVE PERMANENT IRRIGATION.
- WHERE TEMPORARY IRRIGATION IS REQUIRED, PROVIDE TEMPORARY IRRIGATION FOR A MIN. PERIOD OF 60 DAYS OR UNTIL A GRASS STAND IS FULLY ESTABLISHED (AS DETERMINED SOLELY BY THE OWNER'S REPRESENTATIVE).



TREE PLANTING DETAIL
NEW TREES
1/8" = 1'-0"

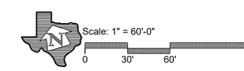
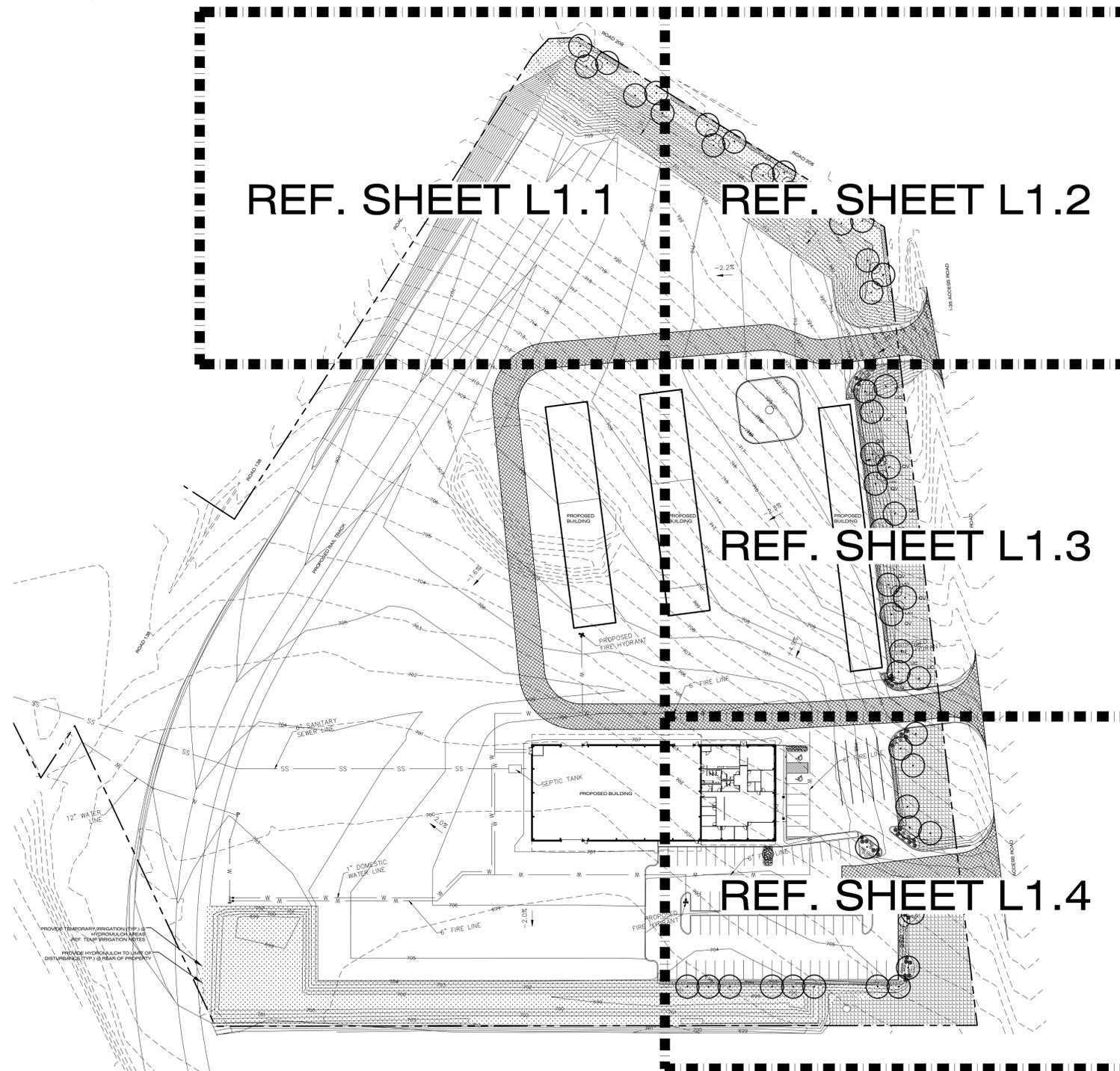


SHRUB PLANTING DETAIL
NEW SHRUBS
1/8" = 1'-0"



VICINITY MAP (N.T.S.)

BUFFER ORDINANCE COMPLIANCE
ADJACENT PROPERTIES TO THE WEST ARE ZONED (R/S), NO BUFFER REQUIRED. ADJACENT PROPERTY TO THE SOUTH IS ZONED (A), NO BUFFER REQUIRED. I-35 ACCESS ROAD IS A MAJOR ARTERIAL, BUFFER PROVIDED AS REQUIRED.



This document is intended for interim review purposes only and is not to be used for bidding, permitting, or construction.

OWNER
XXXX
XXXX

XXXX
San Antonio, TX 782XX

PROJECT
BUILDERS FIRST CHOICE

Interstate 35 at Highway 208
Kyle, Texas 782XX

REVISIONS

PROJECT NUMBER
2022-202

Drawn By: ev
Checked By: jr

Sheet Title:
OVERALL LANDSCAPE PLANTING PLAN

Sheet Number:

L1.0

Issue Date:

August 5, 2022

This document is
intended for interim
review purposes only and
is not to be used for
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construction.

OWNER
XXXX
XXXX

XXXX
San Antonio, TX 782XX

PROJECT
**BUILDERS FIRST
CHOICE**

Interstate 35 at Highway 208
Kyle, Texas 782XX

REVISIONS

PROJECT NUMBER
2022-202

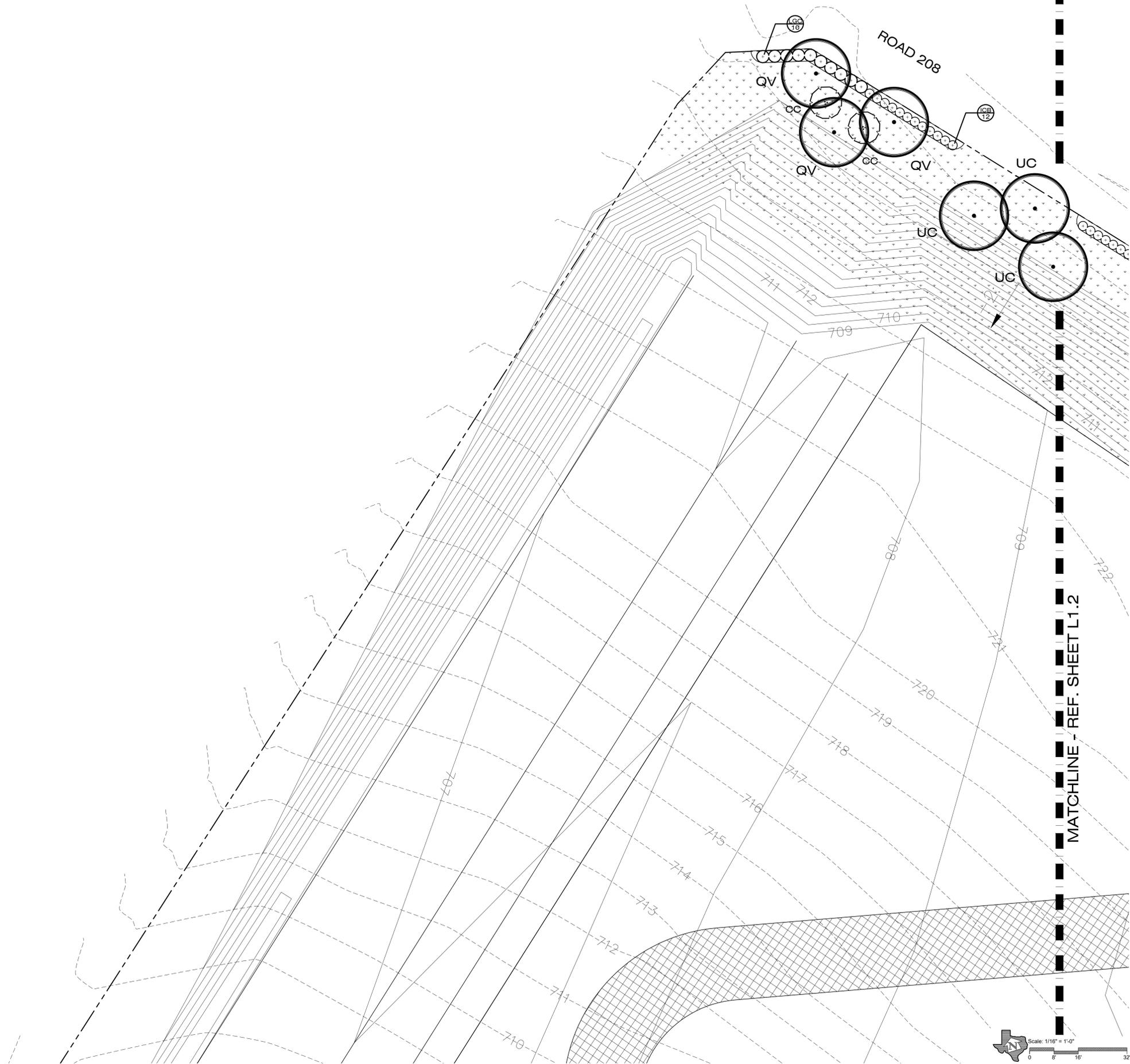
Drawn By: ev
Checked By: jr

Sheet Title:
**LANDSCAPE
PLANTING
PLAN**

Sheet Number:

L1.1

Issue Date:
August 5, 2022



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OWNER
XXXX
XXXX

XXXX
 San Antonio, TX 782XX

PROJECT
BUILDERS FIRST CHOICE

Interstate 35 at Highway 208
 Kyle, Texas 782XX

REVISIONS

PROJECT NUMBER
 2022-202

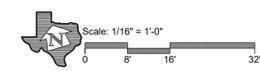
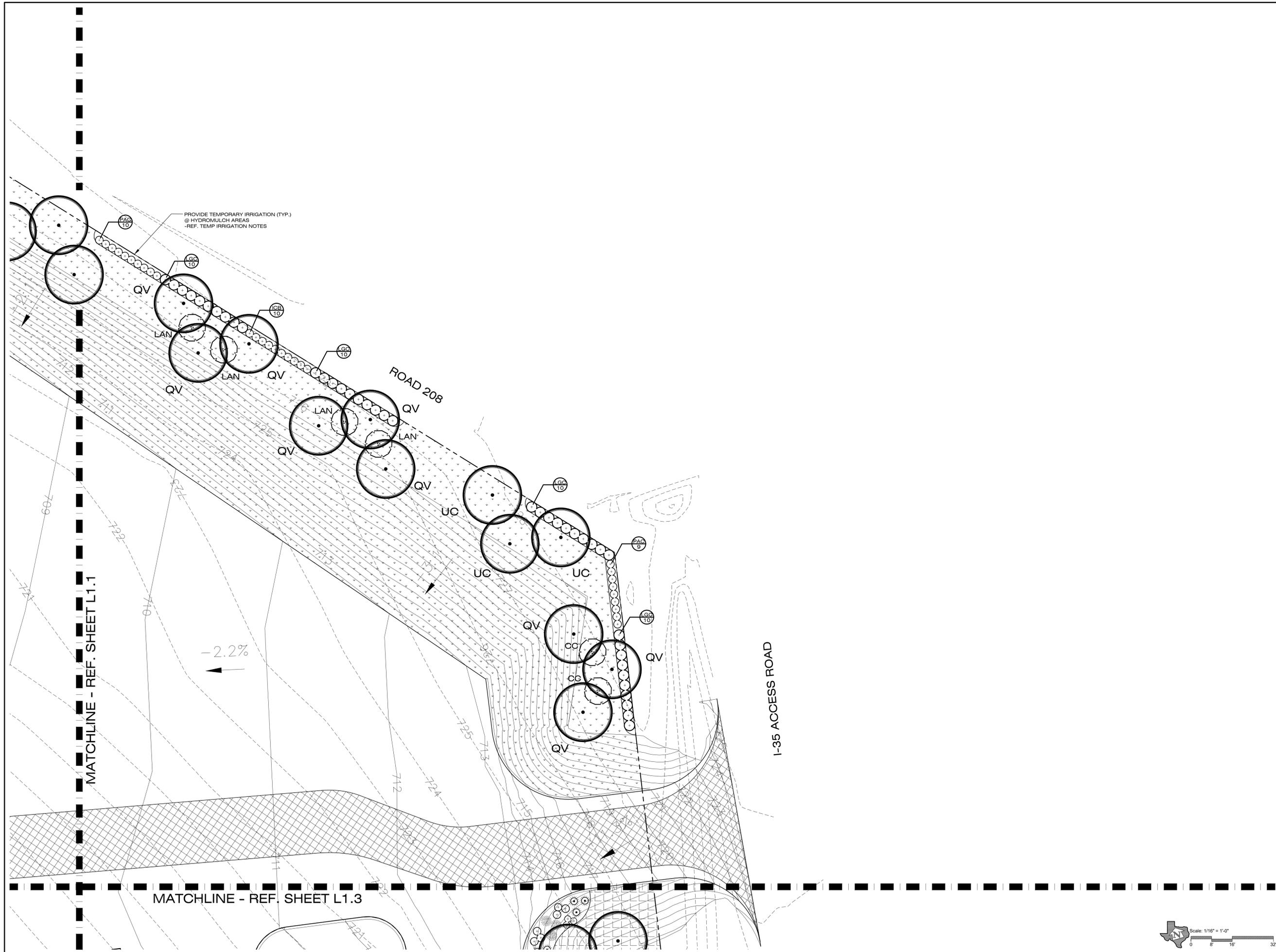
Drawn By: ev
 Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:

L1.2

Issue Date:
August 5, 2022



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OWNER
XXXX
XXXX

XXXX
 San Antonio, TX 782XX

PROJECT
BUILDERS FIRST CHOICE

Interstate 35 at Highway 208
 Kyle, Texas 782XX

REVISIONS

PROJECT NUMBER
 2022-202

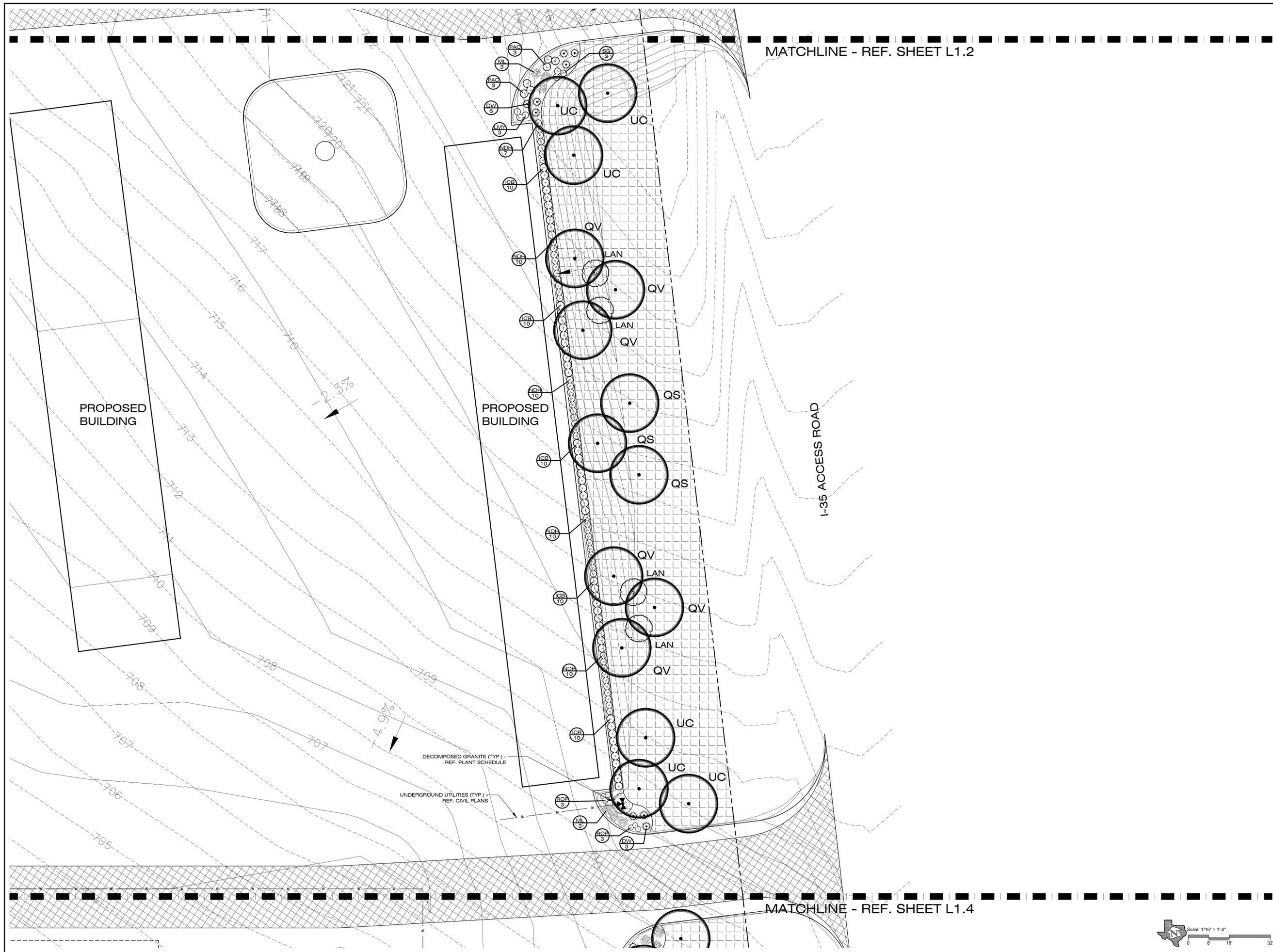
Drawn By: ev
 Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:

L1.3

Issue Date:
August 5, 2022



PART 1 - GENERAL

1.1 Work Included

- A. Place and spread topsoil and planting mix.
- B. Install edging at planter areas.
- C. Excavate and prepare plant pits.
- D. Place plants in pits and backfill with planting mix.
- E. Prune plants.
- F. Apply mulch to planter areas.
- G. Install solid sod, hydromulch, or seed mix.
- H. Guarantee plants.
- I. Inspect plants during the Guarantee Period.

1.2 Reference Standards

- A. Nomenclature and size. All plants must be true to name and size in conformance with the following standards:
 1. American Joint Committee on Horticultural Nomenclature, 1942 ed. of Standardized Plant Names (Mount Pleasant Press, Horace McFarland Co., Harrisburg PA)
 2. American Standard of Nursery Stock, 1973 ed. (American Association of Nurserymen, Inc., Washington DC)

1.3 Submittals

- A. Submit weed control program in accordance with Sec. 01300
1. Indicate chemicals to be employed, manufacturer's printed instructions as to dilution and application, solution strength, application method, rates, and frequency, and frequency of manual weeding.
2. Submit chemical manufacturer's written certificate that material proposed for use meets local, state, and federal regulations for the type of material proposed and that the material is not toxic to humans and animals if applied per the manufacturer's written instructions.
- B. Submit topsoil sample (min. 1-gal. bag) in accordance with Sec. 01300
 1. Indicate topsoil supplier source.
 2. Provide laboratory test results indicating compliance w/ topsoil composition requirements.
- C. Submit planting mix sample (min. 1-gal. bag) in accordance with Sec. 01300
 1. Indicate planting mix supplier source.
 2. Provide laboratory test results indicating compliance w/ planting mix composition requirements
- D. Submit bark mulch sample (min. 1-gal. bag) in accordance with Sec. 01300
 1. Indicate bark mulch supplier source.
- E. Submit decomposed granite sample (min. 1-gal. bag) in accordance with Sec. 01300
 1. Indicate decomposed granite supplier source.
 - F. Submit river rock sample (min. 1-gal. bag) in accordance with Sec. 01300
 1. Indicate river rock supplier source.
 - F. Submit irrigation system product data in accordance with Sec. 01300.
 1. Provide manufacturers' cut sheets indicating compliance with all equipment specified in the Irrigation Plans

1.4 Product Delivery, Storage, and Handling

- D. Handle and store all materials in such a manner as to prevent damage.

1.5 Existing Conditions

- A. Prior to commencement of work, investigate the site, locate and identify all existing underground utilities that may conflict with the installation of the work described in the contract documents, and notify the Landscape Architect of the conflict and do not proceed with construction in the affected area without specific direction.
- B. Protect identified utilities from damage during installation.

1.6 Guarantee

- A. All plants will be guaranteed against defects, including death and unsatisfactory growth, for a period of 12 months following the date of Substantial Completion. If replacement plants are installed, they will be guaranteed for an additional 12 months following their installation.

1.7 Responsibilities of Owner and Contractor

- A. The Contractor will provide monthly inspections of the project during construction and the guarantee period and immediately provide to the Owner and the Landscape Architect a written report identifying any irregularities which affect the guarantee.
- B. The Contractor will monitor any construction, whether conducted by other trades or the Owner's employees, adjacent to new and existing plants. The Contractor will identify and document any damage to the plants and immediately notify the Landscape Architect of same. The Contractor will replace any damaged plants at no expense to the Owner. Any reimbursement from other trades or contractors shall be the sole responsibility of the Contractor.
- C. The Contractor will remove and replace all dead plants.
- D. The Contractor will ensure all plants are installed in an upright position and to proper finish grade and will reset any plants not installed accordingly.
- E. The Contractor will have the sole responsibility for ensuring that all plants are maintained and watered adequately.

1.8 Final Inspection

- A. At the conclusion of the guarantee period, the Landscape Architect will inspect the planting to assess the final acceptance of the installation. Only plants that are alive and healthy will be accepted. The Contractor will replace any plants that are dead or, in the sole opinion of the Landscape Architect, in an unhealthy or unsightly condition or have lost their natural form due to dead or removed branches. The Contractor will bear the cost of replacing any plants.

1.9 Quality Assurance

- A. Before entering into a contract with any subcontractor, the General Contractor will investigate the proposed subcontractor's reputation and ability to perform the work and determine whether the subcontractor is stable, reputable, and skilled in this area of work. The General Contractor will require and review a minimum of the following submittals:
 1. Experience. The subcontractor will be a single firm specializing in landscape installation with a minimum 5 years documented experience. Documentation will demonstrate a minimum 10 installations of equal or greater size. The subcontractor will furnish the name, address, and telephone number for both the General Contractor and Owner on these projects, as well as the contract price, the company name under which the work was performed, and completion date.
 2. Personnel. The subcontractor will provide a list of the project manager and foreman proposed to complete the work, their years of experience in the industry, any formal training, and years of service with the current company. If a separate irrigation subcontractor is to be used, the same information will be provided.
 3. Business Expertise. The subcontractor will submit a current audited financial statement, current insurance certificate, contact information for their insurance company, bonding capacity and bonding company, and contact information for their bonding company.
- B. Should the subcontractor selected by the General Contractor default on the contract, fail to complete the work in conformance with the Contract Documents, or enter into bankruptcy, the Owner will pay the Landscape Architect as an additional service for any additional work occasioned by the subcontractor's default

PART 2 - PRODUCTS

2.1 Materials

- A. Topsoil. Provided by the landscape subcontractor from local sources, sandy loam which is fertile, friable, surface soil. Topsoil will be free of rocks, stones, subsoil, building debris, weeds, grass, clay lumps, and other materials which would be detrimental to turfgrass growth. Topsoil composition will be not less than 7% nor more than 12% clay and not more than 12% silt.
- B. Planting Mix. Plant mix composition will be 35% compost, 33% red sand, 16% composted topsoil, and 16% pine bark mulch.
- C. Commercial Fertilizer. Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients in the following percentages:
 1. For trees and shrubs - Woodace Top Dress Special (20-4-11, 8 - 9 month formula) at a rate of 5 to 10 lbs. per 100 SF.
 2. For lawns - Min. 1 lb. of actual nitrogen per 100 SF of lawn area, min. 4% phosphoric acid, and min. 2% potassium. Provide nitrogen in a form that will be available to turfgrass during the initial period of growth and in a minimum 50% organic form.

2.2 Plant Materials

- A. The drawings contain a complete list of plant species, quantities, sizes, and other requirements. In the event that discrepancies occur between the quantities of plants indicated on the plant list and as indicated on the drawings, the plant quantities shown on the drawings will be given precedence.
- B. No substitutions of plants will be permitted without express prior written authorization by the Landscape Architect.
- C. All plants will comply with state and federal inspection and diseases infestation laws.
- D. All plants will be typical of their species or variety, with normal, well-developed branches and vigorous root systems.
- E. All plants will be healthy and vigorous, free from defects, disfiguration, knots, abrasions, sunscald, diseases, insect eggs or larvae, borers, and all other forms of diseases or infestations.
- F. All plants will be nursery stock. Any plants gathered from native stands must be kept under nursery conditions for a minimum of 1 full growing season, must be free from all foreign plants and weeds, and must meet all other requirements of the Contract Documents.
- G. Container-grown plants must exhibit development of fibrous roots and have a root mass that will retain its shape when removed from the container. Plants grown in smaller containers must have root growth sufficient to reach the sides of the container. Root-bound container-grown plants will be rejected.
- H. Container sizes of a large grade than listed in the American Standard for Nursery Stock (ASNS) shall be determined by the volume of the root ball specified in the ASNS for plants of the same size.
- I. All bare root plants must have a heavy, fibrous root system and dormant buds at the time of planting.
- J. All plants must have average height and spread proportions and branching habit in accordance with the appropriate sections of the ASNS.
- K. All plants which have girdled roots, stem, or major branch, have deformities of the stem or major branch, lack symmetrical growth habits, have dead or defoliated portions, or have any defect, injury, or conditions which in the sole opinion of the Landscape Architect renders them unsuitable, will be rejected.

- L. Balled and burlapped plants must have a solid ball of earth of minimum specified size held securely in place by burlap and stout rope. Oversized or exceptionally heavy plants will be accepted provided the size of the root ball or spread of the roots is increased proportionally. Root balls must be tight, unbroken, and free of weed or foreign plant growth. Root balls shall have the following depth-to-diameter ratios: root ball diameters of less than 20" = minimum depth of 75% of the diameter; root ball diameters of 20" to 30" = minimum depth of 2/3 of the diameter; root ball diameters over 30" = minimum depth of 60% of the diameter.
- M. Plants delivered as a single unit of 25 or less of the same size, species, and variety must be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size, and 1 plant in each 25 plants, or fraction thereof, of each size, species, and variety, must be tagged.
- N. Plants stored under temporary conditions will be the responsibility of the Contractor and must be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil, mulch, or other approved measure. Plants stored on paved areas must be separated from the pavement with an insulating layer.
- O. Protecting stored plants from theft or vandalism will be the sole responsibility of the Contractor. Any stolen plants will be replaced at no cost to the Owner.

2.3 Miscellaneous Materials

- A. Mulch. Shredded native mulch applied to a depth of 4" beneath all new trees and 4" beneath all shrubs.
- B. Stakes. Sound new hardwood, treated softwood, or redwood stakes, free of knot holes and other defects, or metal stakes. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, minimum 12-gauge, with zinc-coated turnbuckles. Provide minimum 1/2" diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size, to protect tree trunks and branches from damage by wires. All new trees are to be staked.
- C. Anti-Dessicant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's full identified containers and mix in accordance with manufacturer's instructions.
- D. Plastic trunk protectors: Provide ArborGard+, AG 9+4 by Deep Root Partners, L.P. (or equal), (1-800-458-7668) to protect new trees from damage by string trimmers and mowers.

PART 3 - EXECUTION

3.1 Inspection

- A. Inspect existing site conditions and progress of other trades before commencing landscape installation.
- B. Verify that construction has progressed to a point at which the landscape will not be adversely affected by subsequent construction and that existing conditions are acceptable for landscape installation.
- C. Report adverse conditions to the Landscape Architect and do not proceed with the work until adverse conditions have been rectified.
- D. Commencement of the landscape installation will constitute acceptance of the site conditions without qualification.

3.2 Preparation of Subsoil

- A. Inspect subsoil for the presence of objectionable materials such as rocks (2" diameter and greater), concrete waste, building debris, weeds, grass, and other material that would be detrimental to the growth of plants and turfgrass. Protect existing underground improvements from damage.
- B. Cultivate the subsoil to a depth of 3" or, if the subsoil is compacted due to heavy equipment traffic or storage, cultivate to a depth of 6".

3.3 Spreading Topsoil

- A. See lawn installation for topsoil spreading procedures in turfgrass areas.
- B. Spread topsoil and planting mix to required finish grades. Fill turfgrass areas with topsoil to a minimum depth of 4".
- C. Cultivate with a mechanical tiller to break up clods and cultivate by hand in inaccessible areas. Rake until the surface is smooth.

D. Remove from the site any foreign or objectionable material collected during cultivation.

- E. Grade to eliminate rough spots and low spots where ponding may occur, maintaining smooth and uniform grades that will encourage positive drainage. Continue to grade the topsoil until it is firm and settled with a smooth surface, watering, drying, and re-grading as necessary.
- F. The landscape Contractor is solely responsible for ensuring positive drainage regardless of the condition of the subgrade. If extreme pr objectionable conditions exist, notify the Landscape Architect before proceeding.
- G. Mix the specified soil amendments and fertilizers with topsoil at the specified rates. Do not mix fertilizers unless planting will follow the spreading of topsoil or planting mix within 48 hours.
- H. All planting areas must be prepared so that they remain free of debris and weeds until planting occurs.
 1. Weed control in the planting areas will consist of killing all weeds and maintaining a weed-free condition in accordance with the weed control program until completion of the project.
 - J. Protect adjacent plants from damage due to overspray of weed control chemicals.

3.4 Planting

- A. The Contractor will begin planting when other work divisions such as topsoil spreading have progressed sufficiently to permit planting.
- B. Planting will occur where it is shown on the Contract Documents unless obstruction overhead or underground are encountered or where changes in construction have been made. Prior to the excavation of shrub or tree pits, the Contractor will locate and identify all underground utility lines, electrical cables, irrigation lines, and conduits. If such obstructions are found, promptly notify the Landscape Architect and do not proceed without clear direction.
- C. No planting pits will be excavated until the proposed locations and plant sizes have been reviewed and approved by the Landscape Architect. Each plant will be planted in an individual pit dug with straight vertical sides. All plants will be set such that their original soil level is equal to the ultimate finish grade. No filling will be done around the trunks and stems. All ropes, wires, staves, etc., will be removed from the sides and top of the root ball and removed from the pit before filling. Burlap will be properly cut and removed from the sides of the root ball. When a depth is specified for the plant pit, it will be construed as the depth below adjacent finish grade. Excess excavation from plant pits shall be either used elsewhere or removed from the site entirely.
- D. The Landscape Architect will review and approve the location and orientation of all plants prior to excavation of their pits. All trees will be planted in pits a minimum 24" greater in diameter than the container size or spread of their roots. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The pit will be a minimum of 9" deeper than the depth of the root ball and will have a crown from the middle to the sides in order to direct drainage away from the root ball. Place planting mix in the bottom of the pit and tamp down to prevent settling. Backfill the pits with planting mix in layers no greater than 9" and tamp down to avoid settling. Provide enough planting mix to bring to finish grade and form a saucer with a minimum 4" lip around the perimeter of the tree's root ball so water will pond and soak into the root ball.
- E. Stake trees immediately after planting, then remove the stakes after one (1) year.
- F. If deciduous trees are planted in full-leaf, spray with anti-dessicant to provide an adequate film over the trunk, branches, stems, and foliage.
- G. Shrubs will be planted in pits a minimum of 12" greater in width than the diameter of the root ball or container. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The depth of the pit will be sufficient to accommodate the root ball and to set the plant at finish grade. Backfill the pit with planting mix, tamp down and settle thoroughly, bring to finish grade, and form a slight saucer to hold additional water and soak the root ball. After planting has been approved, apply bark mulch to a depth of 2" around all plants in the planting area.
- H. All ground cover material will be planted as follows:
 1. One gallon material will be planted the same as one gallon shrubs.
 2. 4" pot material will be planted in pits the same size as or larger than the root system, then firmly tamped by hand and watered in using a fine spray.
3. Where settlement occurs, backfill with additional planting mix to cover exposed roots and to bring to finish grade.
4. After planting has been reviewed and approved, apply decomposed granite to a compacted depth of 2".
5. Thoroughly water each plant using a root stimulator solution (Green Light or equal) mixed according to the manufacturer's recommendations.
6. Neatly prune and/or clip each plant as necessary to preserve the natural character. Conduct all pruning with sharp, clean tools and clip brushed or broken branches with a clean cut. Paint pruning cuts 2" in diameter and larger with an approved tree wound paint.
7. Apply water as required to keep the mulch damp at all times during germination and initial growth period or as directed by the Landscape Architect.

3.5 Lawn Installation

- A. Do not commence lawn installation until after the irrigation system has been completely installed and is operational.
- B. Do not commence any lawn installation until the Landscape Architect has reviewed and approved all areas prepared for sodding.

3.6 Sodded Lawns

- A. Prior to spreading topsoil and in all areas to receive lawn, cultivate the subsoil to a minimum depth of 4". Cultivation may be conducted by disc, spring tooth harrow, rototiller, or similar mechanical means, and should be done in a direction perpendicular to the natural flow of water.
- B. After the topsoil has been spread, mechanically till the area to a depth of 4", then roll rake and drag to remove all large clods, rocks, debris, and litter over 1" in diameter. Dispose of clutter at an off-site location.
- C. Using a lightweight, water-filled roller, roll the raked topsoil in two (2) opposite directions.
- D. Rake the rolled topsoil to a smooth, level surface, removing ricks and filling depressions. Remove all remaining rocks and debris over 1" in diameter.
- E. Hold the finish grade 1-1/2" below adjacent curbs, sidewalks, paving, and other hard surfaces.
- F. Apply the fertilizer at a rate of 2 lbs. per 1000 SF.
- G. Rake the fertilizer into the surface soil at a depth of 1/2" to 1".
- H. Roll the fertilized topsoil in one (1) direction, water lightly of the surface soil is dry, then allow to dry.
- I. Lay the sod within 24 hours of striping. Working from plywood boards to avoid disturbing the topsoil or sod, but the ends and sides of sod strips without overlapping, stagger strips to offset joints in adjacent courses, and tamp or roll lightly to ensure good contact with the surface soil. Sift topsoil into minor cracks between sod pieces, then remove excess from the top. Do not lay sod during a flood.

- J. On slopes in excess of 20% (6:1), anchor sod with wooden stakes.
- K. Water sod thoroughly with a fine spray immediately after application.
- L. Erect a barrier of stakes and ropes around the perimeter of the sodded areas and post warning signs to deter foot traffic.
- M. Water as necessary to keep the sod damp at all times through germination and initial growth period.

3.7 Hydromulch

- A. Seed
 1. Fresh, clean, new-crop seed, meeting USDA rules and regulations under the Federal Seed Act and Texas Seed Law for purity and germination.
 2. Free of objectionable foreign material.
 3. Treated with approved fungicide by a commercial or state laboratory not more than 6 months prior to the date of planting.
 4. Wet, moldy, or damaged seed will not be accepted.
5. Seed Mixture:
 - i. If planting occurs between May 15 and September 1, provide Sultan bermudagrass seed at 2 lbs. PLS per 1000 SF of seeded area.
 - ii. If planting occurs between September 2 and May 14, provide Gulf annual ryegrass seed at 8 lbs. PLS per 1000 SF of seeded area. Return to jobsite between May 15 and May 30 after all ryegrass has died, till the hydromulch area, and re-apply the hydromulch with Sultan bermudagrass seed at 2 lbs. PLS per 1000 SF of seeded area.
 - iii. If planting in shaded areas between September 2 and May 14, provide Hound Dog Fescue seed at 3 lbs. PLS per 1000 SF of seeded area.
- B. Accessories
 1. Fertilizer: Commercial lawn fertilizer, water soluble, 50% slow release.
 2. Water: Clean, fresh, and free from foreign substances or material.
 3. Glue agent: Contractor's standard type, non-detrimental to seed.
 4. Wood mulching agent: Contractor's standard type, non-detrimental to seed.
 5. Stakes: Softwood lumber, chisel pointed.
6. String: Organic fiber.
- C. Hydromulching Slurry Mix
 1. Mix specified seed, fertilizer, and wood mulching agent in water, using equipment specifically designed for hydrosseed application. Continue mixing until blended uniformly into a homogenous slurry suitable for hydraulic application.
 2. Proportion slurry mix as follows:
 - i. Wood mulching agent: 45 lbs. per 1000 SF of seeded area
 - ii. Water soluble fertilizer: 5 lbs. per 1000 of seeded area
 - iii. Glue agent: 1 lb. per 1000 SF of seeded area
 - iv. Seed
 - D. Subsoil Preparation
 1. Remove from subsoil all objectionable material such as concrete waste, building debris, rubbish, weeds, grass, stumps, and rocks greater than 1" in diameter.
 2. Protect existing underground improvements.
 3. Cultivate to a depth of 3" in areas to receive topsoil. If subsoil is compacted due to equipment traffic or storage, cultivate to a depth of 6".
 - E. Topsoil Spreading
 1. Spread topsoil at minimum specified depth to required finish grade.
 2. Cultivate topsoil with a mechanical tiller to break up clods. In areas inaccessible by tiller, cultivate by hand.
 3. Rake until topsoil surface is smooth.
 4. Remove from the site any objectionable materials collected during cultivation.
 5. Fine grade to eliminate rough and low spots where ponding or marcelling would occur. Maintain smooth, uniform grades, working topsoil, watering, drying, and re-grading as necessary to produce a firm, smooth, and settled soil profile.
 6. The landscape subcontractor shall be responsible for assuring positive drainage regardless of the subgrade condition. If extreme or objectionable subgrade conditions exist, notify the Landscape Architect prior to spreading topsoil.
 7. Mix the specified soil amendments and fertilizer with topsoil at rates specified. Do not mix fertilizers if hydromulch will not be applied within 3 days.
 8. Maintain all prepared planting areas free of weeds and debris.
 9. Planting area weed control shall consist of removing all existing weeds and maintaining a weed-free condition in accordance with the approved weed control plan until project completion.
 10. Protect adjacent vegetation from damage due to overspray or misplaced application of weed control chemicals. Replace all plants mistakenly treated with weed control chemicals at no cost to the Owner.

F. Hydrosseeding

1. Examination
 - i. Verify that the topsoil profile has been prepared in accordance with this Section and is ready to receive the planting.
 - ii. Apply seeded slurry with a hydraulic seeder evenly in 2 intersecting directions.
 - iii. Identify seeded areas with stakes and string around the entire perimeter. Space stakes at max. 15 feet O.C. and set string height to 12" above adjacent finish grade.

G. Cleaning

1. Maintain the construction, storage, and planting areas free from the accumulation of waste materials and rubbish.
2. Clean all paved areas that become soiled during landscape installation. Remove dirt, planting materials, and debris.
3. Clean in accordance with Sections 01500 and 01700.

3.8 Cultivation and Cleanup

- A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

3.9 Maintenance and Restoration

- A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
- B. Protect all lawn areas from vehicle and pedestrian traffic.
- C. Repair all sod areas damaged by any cause prior to final acceptance.
- D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
- E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.
- F. During the lawn establishment period the Contractor will as often as conditions dictate mow the turfgrass to a cutting height of 1-1/2". The turfgrass shall never exceed 3" in height and all clipping will be removed from the site.
- G. During the months of March through September, the Contractor will edge at least once every month or as directed by the Landscape Architect.
- H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.
- I. Final acceptance of the lawn areas will be based on the presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have a finish grade that is not uniform will be at the Contractor's expense re-graded, re-sodded, and fertilized as specified herein.
- J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contractor will then replace all the rejected or missing plants and perform the specified corrective measures.
- K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

3.10 Acceptance

- A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

END OF SECTION

This document is intended for interim review purposes only and is not to be used for bidding, permitting, or construction.

OWNER

XXXX
XXXX

XXXX

San Antonio, TX 782XX

PROJECT

BUILDERS FIRST CHOICE

Interstate 35 at Highway 208
Kyle, Texas 782XX

REVISIONS

PROJECT NUMBER

2022-202

Drawn By: ev

Checked By: jr

Sheet Title:

LANDSCAPE SPECIFICATIONS

Sheet Number:

L2.0

Issue Date:

August 5, 2022

PRINT RECORD

| NO. | DATE | DESCRIPTION |
|----------|------|----------------|
| 06/21/22 | | PRELIMINARY |
| 06/28/22 | | FOR REVIEW |
| 06/29/22 | | FOR REVIEW |
| 07/14/22 | | FOR REVIEW |
| 08/01/22 | | PRELIMINARY |
| 08/24/22 | | 85% REVIEW SET |
| 09/22/22 | | COORDINATION |
| 09/29/22 | | COORDINATION |
| 10/05/22 | | COORDINATION |

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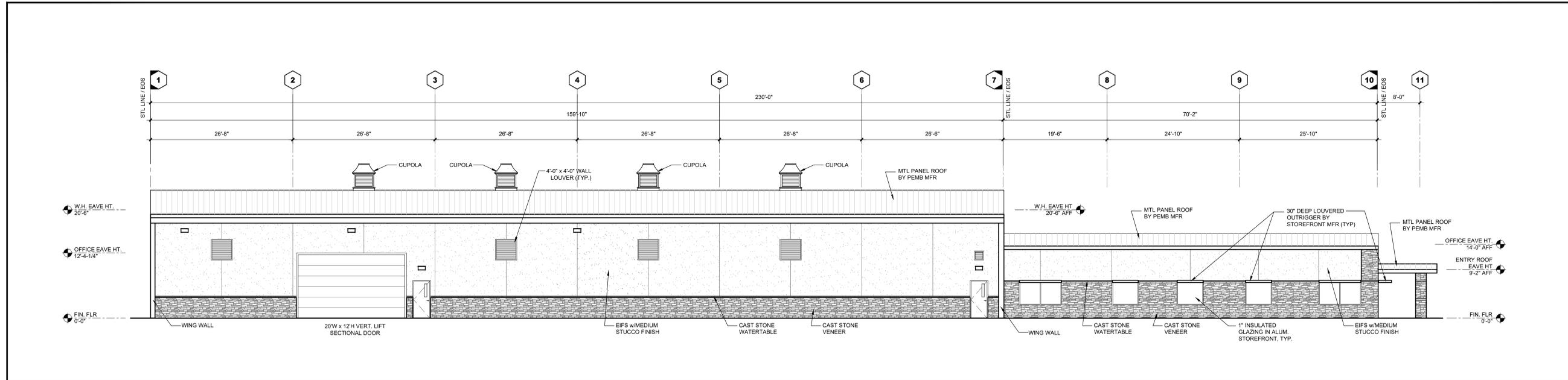
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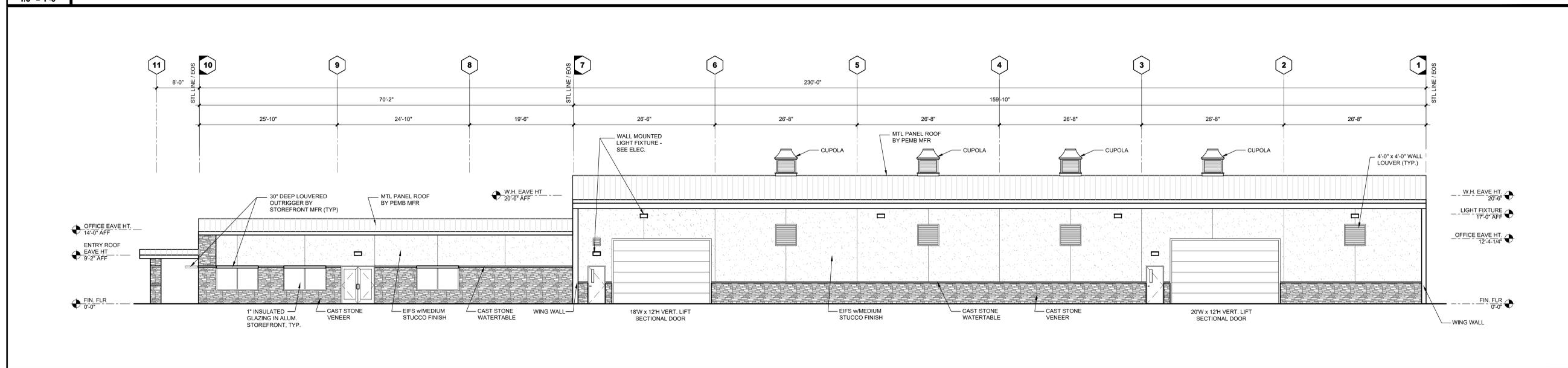
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BUILDING ELEVATIONS - BUILDING A

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A-31

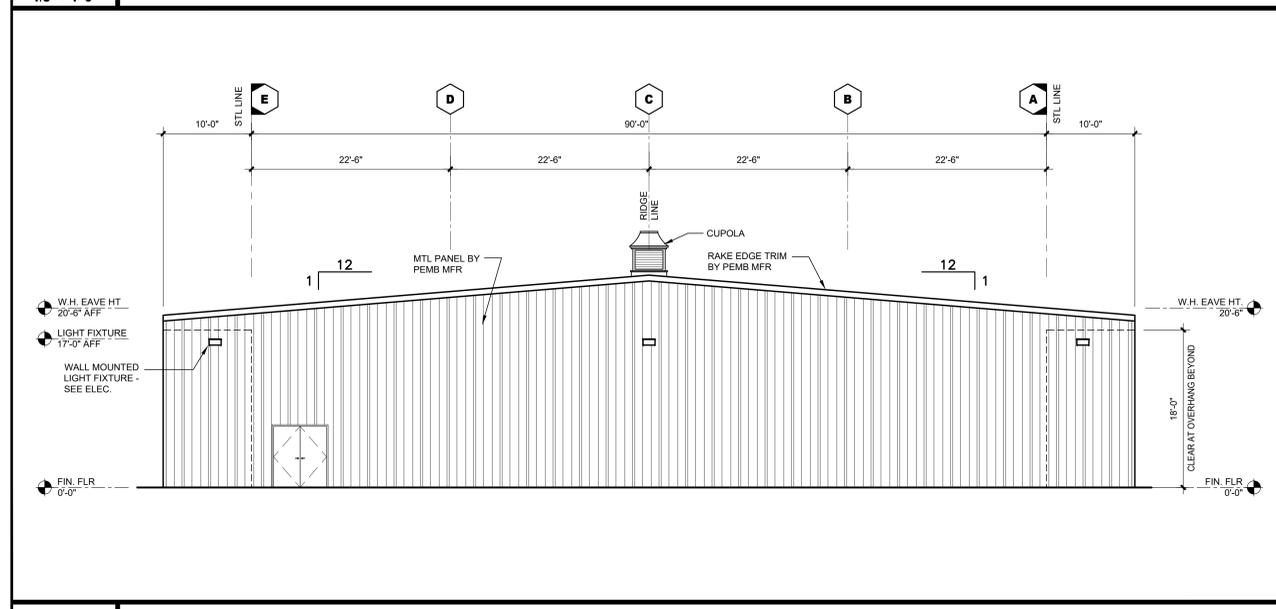
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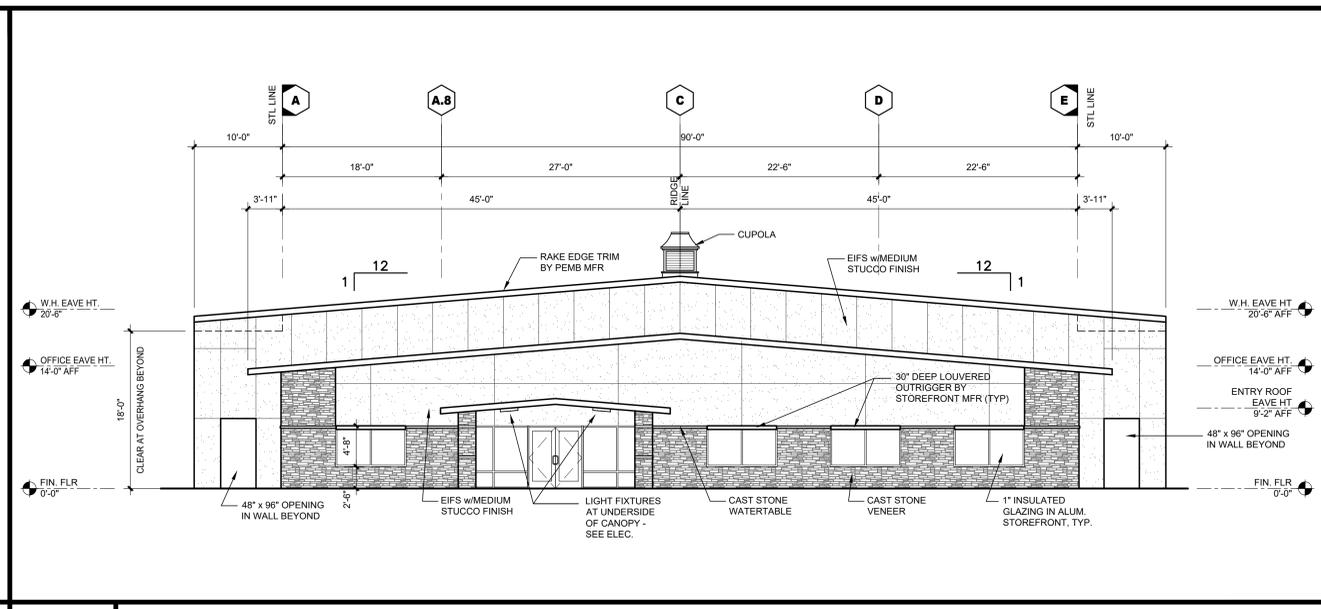
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1/8" = 1'-0"



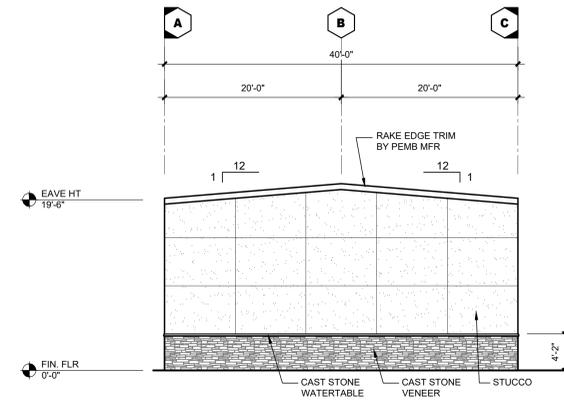
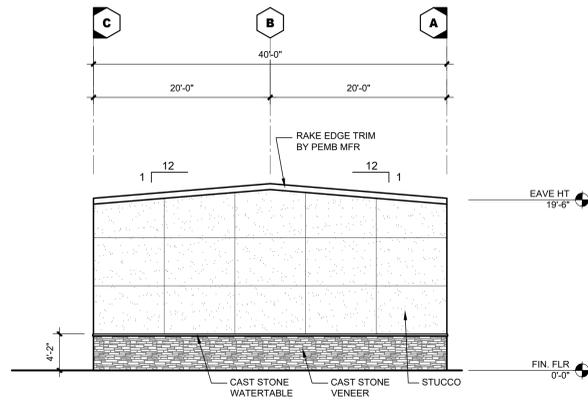
3 BUILDING NORTH ELEVATION
1/8" = 1'-0"



2 BUILDING WEST ELEVATION
1/8" = 1'-0"



1 BUILDING EAST ELEVATION
1/8" = 1'-0"

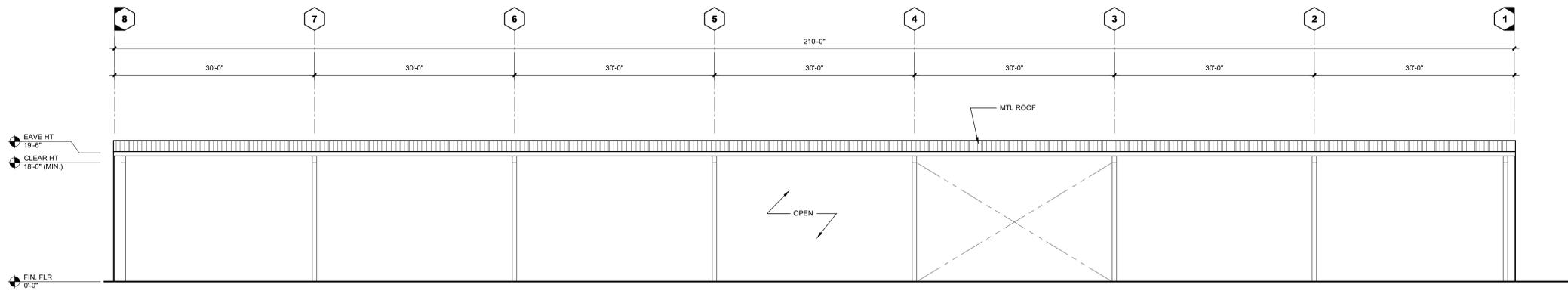


4 BUILDING B SOUTH ELEVATION

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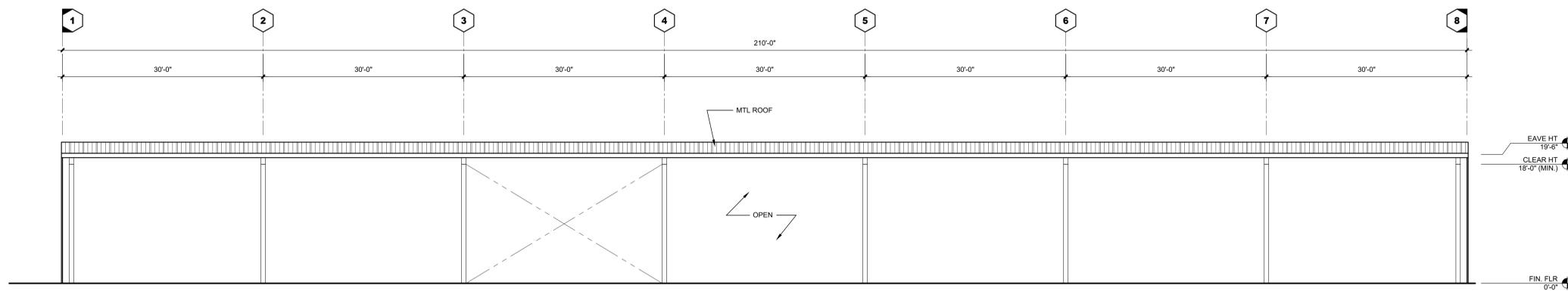
1/8" = 1'-0"

1/8" = 1'-0"



2 BUILDING B EAST ELEVATION

1/8" = 1'-0"



2 BUILDING B WEST ELEVATION

1/8" = 1'-0"

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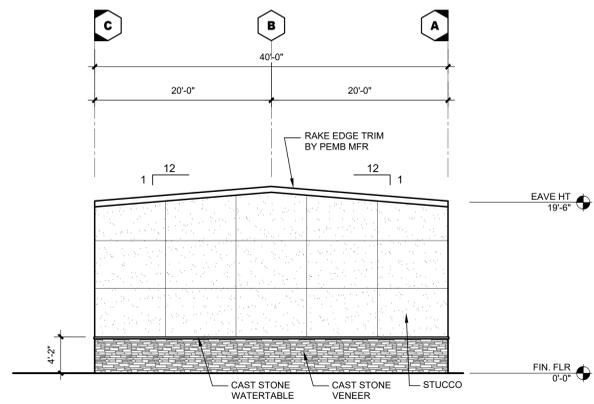
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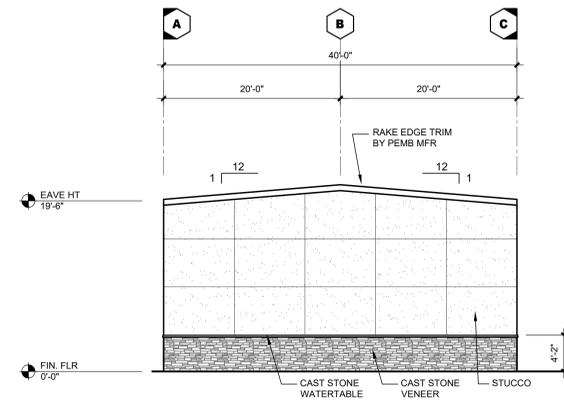
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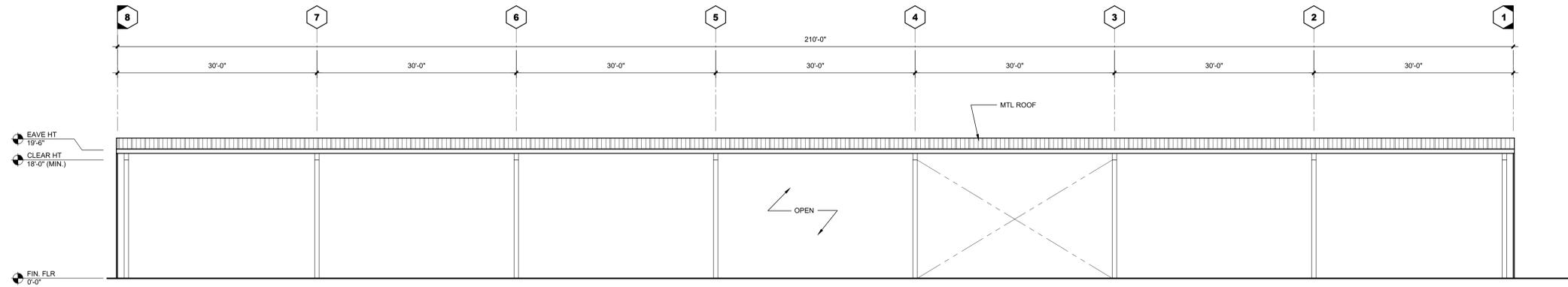
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1/8" = 1'-0"



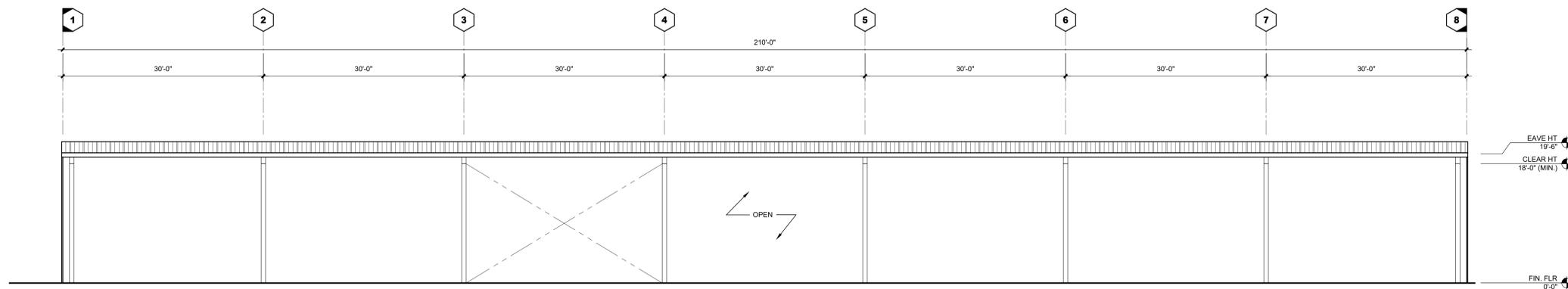
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1/8" = 1'-0"



2 BUILDING B EAST ELEVATION

1/8" = 1'-0"



2 BUILDING B WEST ELEVATION

1/8" = 1'-0"

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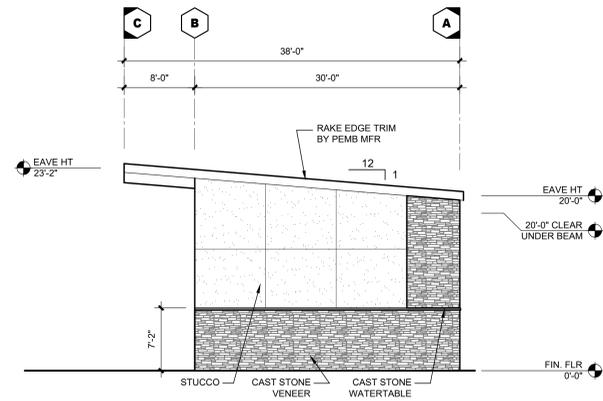
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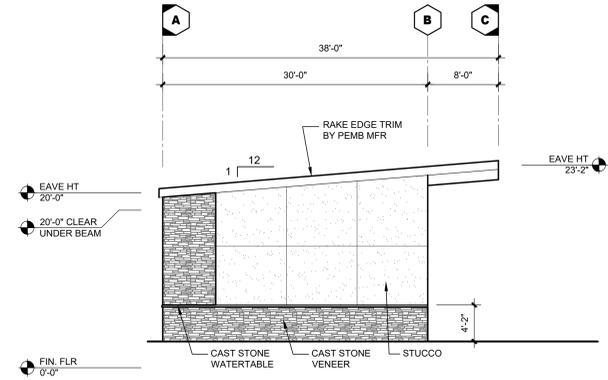
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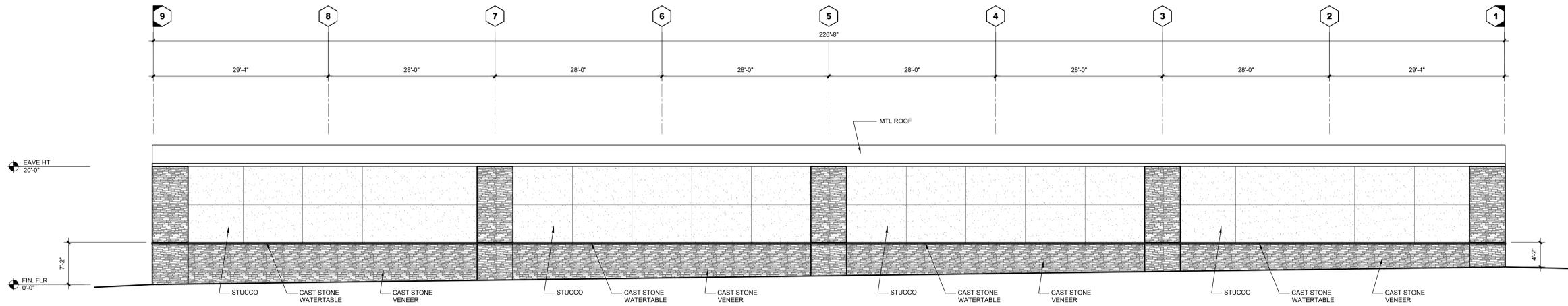
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1/8" = 1'-0"



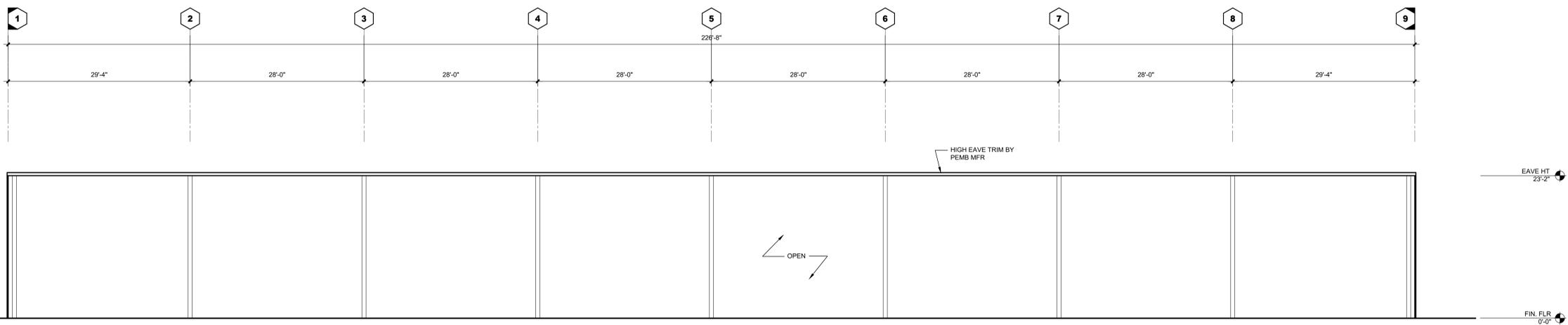
1 BUILDING B NORTH ELEVATION

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2 BUILDING B EAST ELEVATION

1/8" = 1'-0"



2 BUILDING B WEST ELEVATION

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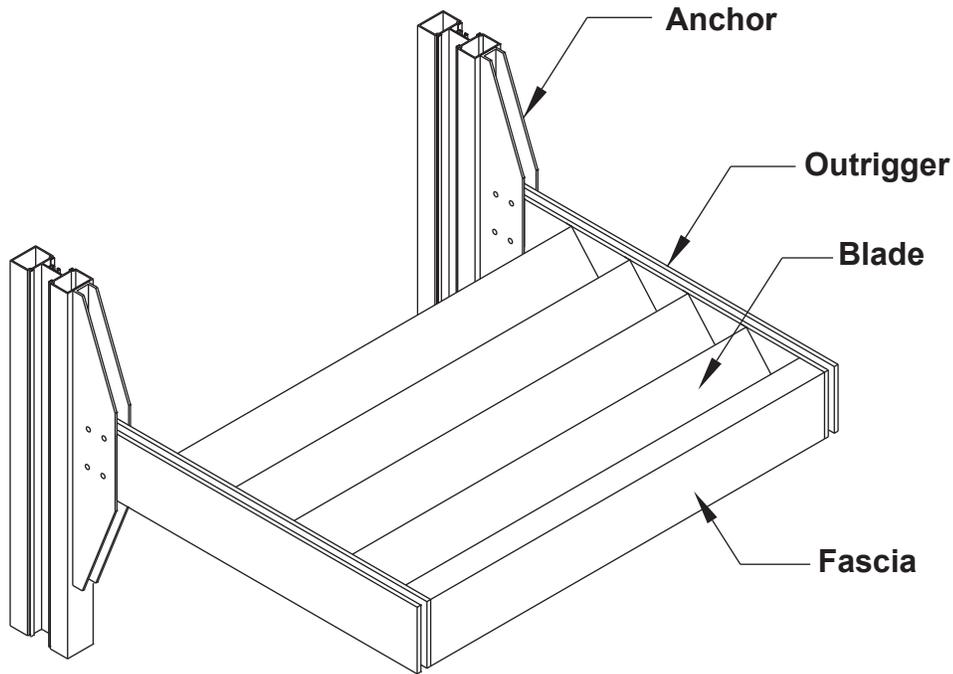
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BUILDING ELEVATIONS - BUILDING D

DRAWING NO.:
A-3.4

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Features

- Standard designs
- Screw Spline assembly
- Used with TRIFAB™ VG 451/451T
 - Shear Block - 2" vertical mullion, center glazed
- Used with TRIFAB™ VG 451/451T/451UT/601/601T/601UT
 - Screw Spline - 2-1/4" vertical mullion, center glazed
- Helps reduce building energy consumption
- Permanodic™ anodized finishes in seven standard choices
- Painted finishes in standard and custom choices
- Shading performance can be analyzed by Solector™ Sun Shading Estimator Tool

For specific product applications,
Consult your Kawneer representative.

Laws and building and safety codes governing the design and use of glazed entrance, window, and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware, or glazing materials, and assumes no responsibility therefor.

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Architects - Most extrusions illustrated in this catalog are standard products for Kawneer. These concepts have been expanded and modified to afford you design freedom. Some miscellaneous details are non-standard and are intended to demonstrate how the system can be modified to expand design flexibility. Please contact your Kawneer representative for further assistance.

TRIFAB™ VG 451/451T FRAMING
 - Shear Block Assembly4

TRIFAB™ VG 451/451T/451UT FRAMING
 - Screw Spline Assembly5

TRIFAB™ 601/601T/601UT FRAMING
 - Screw Spline Assembly6

SUNSHADE COMBINATIONS7, 8

DESIGN GUIDELINES.....9

LAWS AND BUILDING AND SAFETY CODES GOVERNING THE DESIGN AND USE OF GLAZED ENTRANCE, WINDOW, AND CURTAIN WALL PRODUCTS VARY WIDELY. KAWNEER DOES NOT CONTROL THE SELECTION OF PRODUCT CONFIGURATIONS, OPERATING HARDWARE, OR GLAZING MATERIALS, AND ASSUMES NO RESPONSIBILITY THEREFOR.

Metric (SI) conversion figures are included throughout these details for reference. Numbers in parentheses () are millimeters unless otherwise noted.

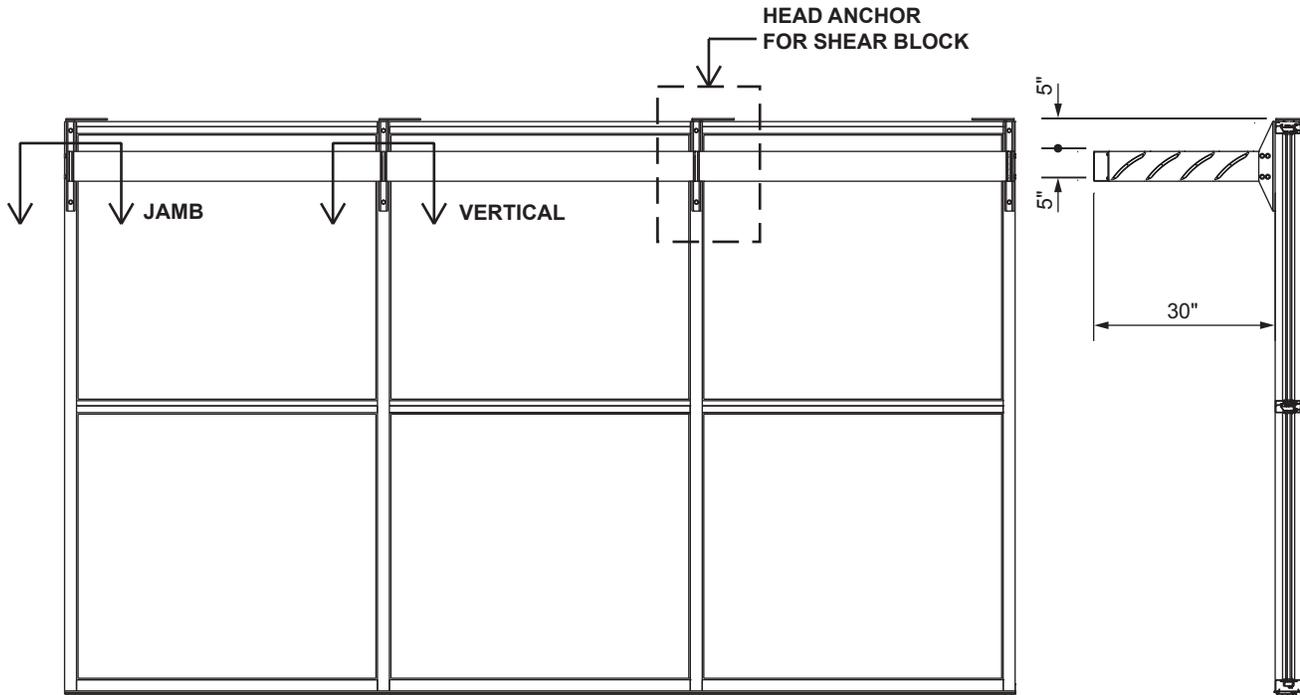
The following metric (SI) units are found in these details:

- m – meter
- cm – centimeter
- mm – millimeter
- s – second
- Pa – pascal
- MPa – megapascal

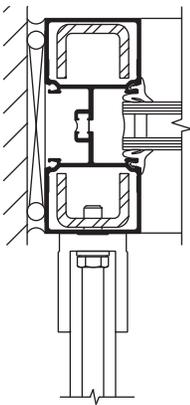
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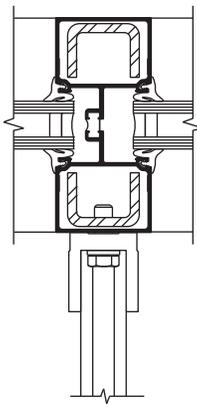
NOTE: For standard storefront applications the outrigger is limited to 30".
 Details shown with 30" square outrigger, arch blade and rectangular fascia.



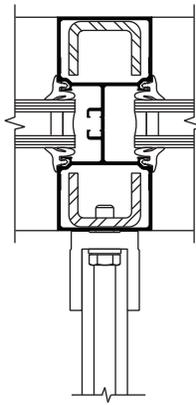
NOTE:
 Horizontal SunShades are not recommended directly over entrances and walkways to eliminate any risk of injury due to falling ice or snow.



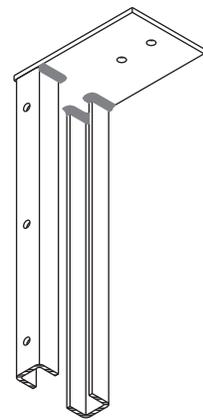
**TRIFAB™ VG 451T
 JAMB
 (TF VG 451 SIMILAR)**



**451T
 VERTICAL**



**451
 VERTICAL**

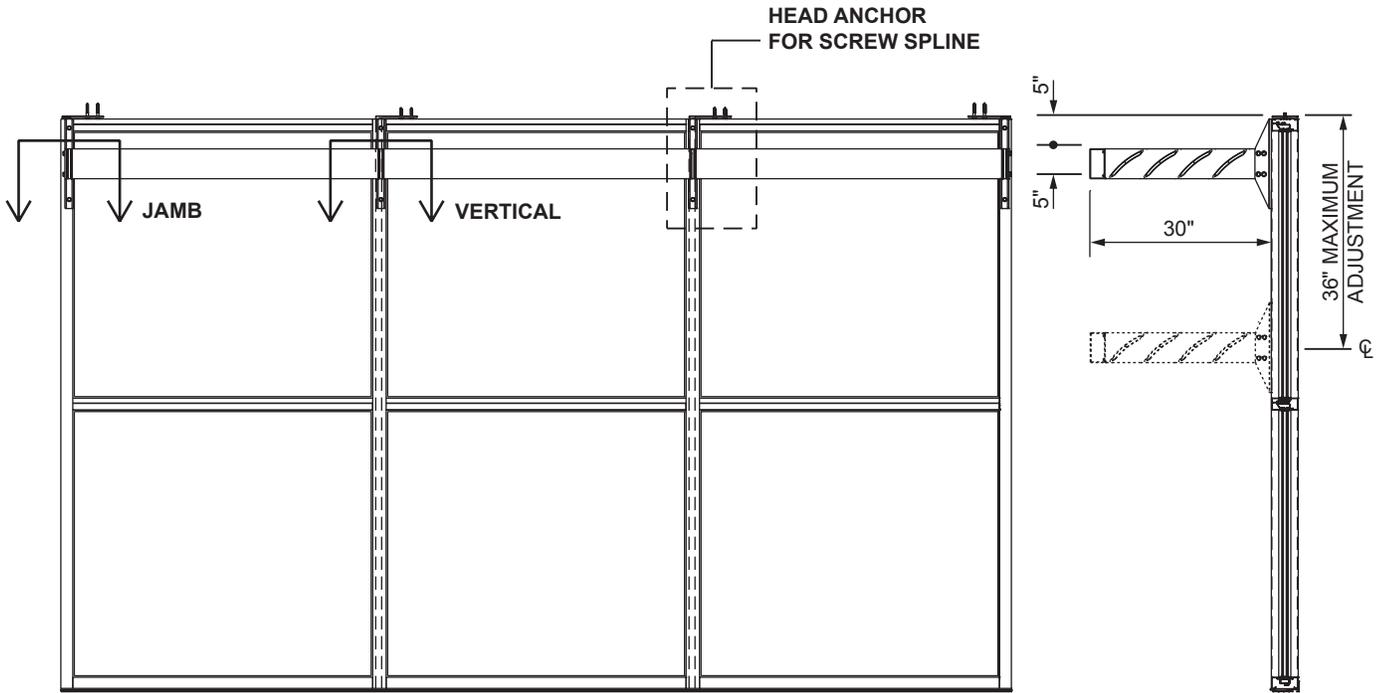


**HEAD ANCHOR
 FOR SHEAR BLOCK
 FRAMING**

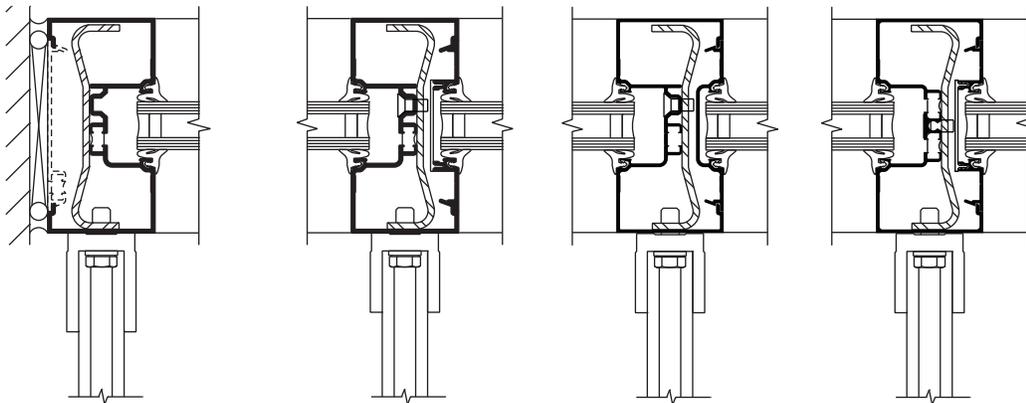
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NOTE: For standard storefront applications the outrigger is limited to 30".
Details shown with 30" square outrigger, arch blade and rectangular fascia.



NOTE: Horizontal SunShades are not recommended directly over entrances and walkways to eliminate any risk of injury due to falling ice or snow.

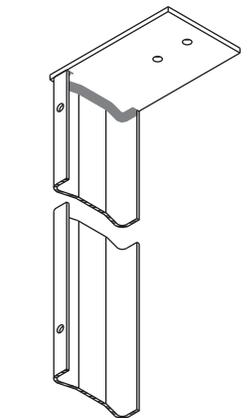


**TRIFAB™ VG 451T
JAMB
(TF VG 451 & 451UT
SIMILAR)**

**451T
VERTICAL**

**451
VERTICAL**

**451UT
VERTICAL**

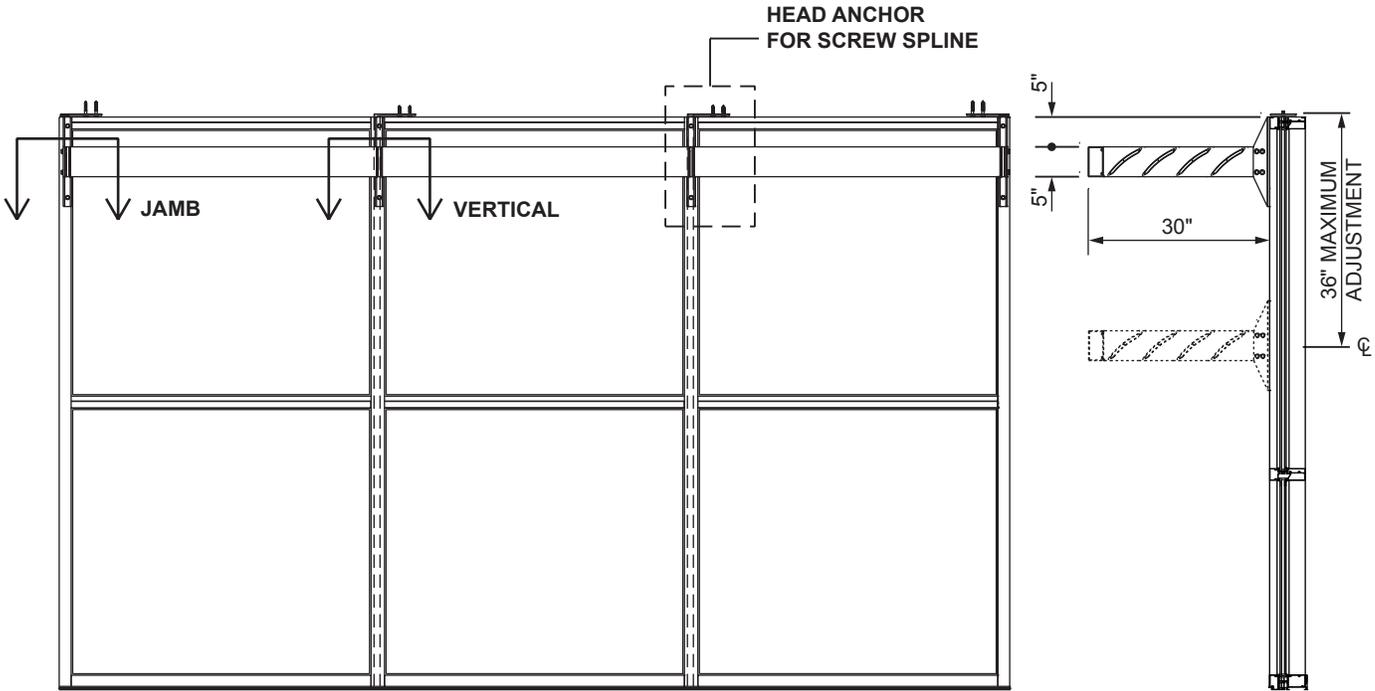


**HEAD ANCHOR FOR
SCREW SPLINE
FRAMING**

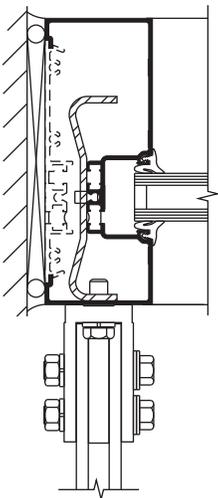
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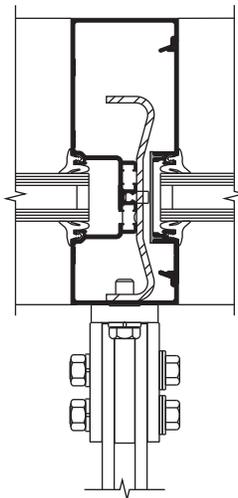
NOTE: For standard storefront applications the outrigger is limited to 30".
Details shown with 30" square outrigger, arch blade and rectangular fascia.



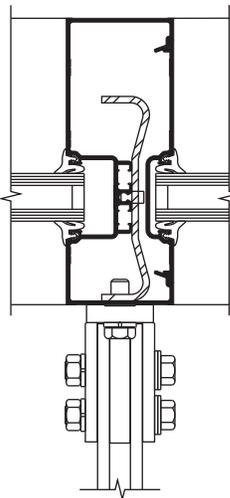
NOTE: Horizontal SunShades are not recommended directly over entrances and walkways to eliminate any risk of injury due to falling ice or snow.



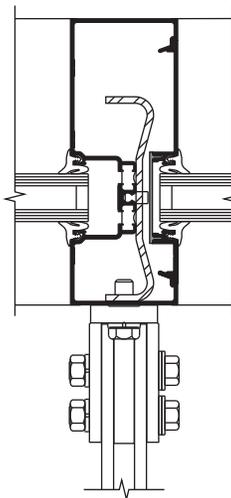
**TRIFAB™ 601T
JAMB
(TF 601 & 601UT
SIMILAR)**



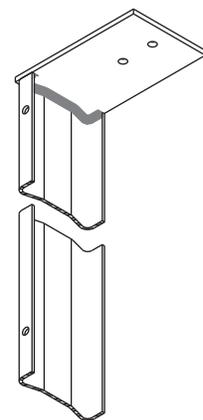
**601T
VERTICAL**



**601
VERTICAL**



**601UT
VERTICAL**



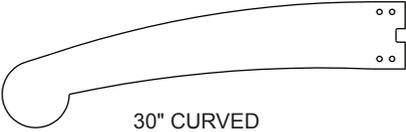
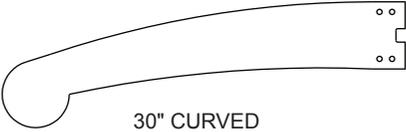
**HEAD ANCHOR FOR
SCREW SPLINE
FRAMING**

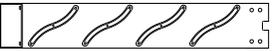
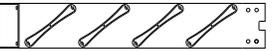
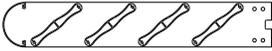
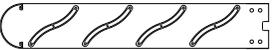
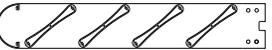
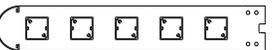
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| STANDARD OUTRIGGERS | STANDARD FASCIAS | STANDARD BLADES | |
|---|--|---|---|
|  30" SQUARE |  RECTANGULAR |  INFINITY |  FLARE |
|  30" ROUNDED |  BULLNOSE |  ARCH |  CIRCULAR |
|  30" WEDGE |  ANGULAR |  AIRFOIL |  DIAMOND |
|  30" CURVED |  PLANAR |  WAVE |  SQUARE |
|  30" WEDGE |  CIRCULAR |  CIRCULAR |  CIRCULAR |
|  30" CURVED |  CIRCULAR |  DIAMOND |  SQUARE |

| | | | |
|----------------------------------|--|---|---|
| <p>30" SQUARE OUTRIGGER</p> |  <p>INFINITY</p>  <p>PLANAR</p>  <p>CIRCULAR</p> |  <p>ARCH</p>  <p>WAVE</p>  <p>DIAMOND</p> |  <p>AIRFOIL</p>  <p>FLARE</p>  <p>SQUARE</p> |
| <p>30" ROUNDED OUTRIGGER</p> |  <p>INFINITY</p>  <p>PLANAR</p>  <p>CIRCULAR</p> |  <p>ARCH</p>  <p>WAVE</p>  <p>DIAMOND</p> |  <p>AIRFOIL</p>  <p>FLARE</p>  <p>SQUARE</p> |
| <p>30" CURVED OUTRIGGER</p> |  <p>DIAMOND</p>  <p>SQUARE</p>  <p>CIRCULAR</p> | | |
| <p>30" WEDGE OUTRIGGER</p> |  <p>CIRCULAR</p> | | |

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PRODUCT NOTES:

1. Maximum outrigger projection for storefront framing should not exceed 30".
2. Anchors are painted only, and can be painted to match anodized finishes.
Louvers and fascias can be painted or anodized.
3. Standard outriggers, louvers and fascias can be mixed and matched at the designers choosing.
4. Some modification or customization of standard components can be accommodated.
Please contact your Kawneer Representative for assistance.
5. Due to the wide variety of building codes, load restrictions, and deflection criteria, the use of SunShades on storefront should be analyzed and approved by Kawneer Application Engineers on a project specific basis.
6. If Versoleil™ SunShade does not meet your aesthetic or performance needs, please contact your Kawneer Representative for assistance in designing a custom sunshade.

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