

THE STATE OF TEXAS

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**Chapter 380 Grant Agreement
Project Zest**

COUNTY OF HAYS

THIS Chapter 380 Grant Agreement – Project Zest (this “Agreement”) is executed by and between Cornbread Ventures LLC, a Texas LLC duly authorized to do business in the State of Texas, (hereafter referred to as “COMPANY”) and the CITY OF KYLE, TEXAS, a home-rule city and municipal corporation of Hays County, Texas (hereafter referred to as “CITY”).

WITNESSETH:

WHEREAS, the CITY has established the Restaurant Incentive Program (the “Program”) pursuant to Chapter 380, Texas Local Government Code, to provide for a grant of economic development incentives to qualifying restaurants under the terms and conditions of this Agreement; and

WHEREAS, the City has determined that the COMPANY qualifies for economic development incentives under the Program, subject to the terms and conditions of this Agreement;

WHEREAS, the Property is located within a tax increment financing district;

WHEREAS, the COMPANY owns/leases the following described property: approximately 1 acre of property located Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”);

WHEREAS, the COMPANY will install will install or cause to be installed approximately four million dollars (\$4,000,000.00) in capital improvements on the Property;

WHEREAS, the COMPANY made application to the CITY for an economic incentive related to the construction of an approximately 4,500 (four thousand five hundred) square foot building on the Property (the “**Facility**”) and the location and operation of a dine-in restaurant operating under the name “Z’ Tejas Southwest Grill”;

WHEREAS, the construction of the Facility, the relocation of the COMPANY to the Property, and operation of the Business Operations on the Property will promote economic development of the CITY, encourage businesses to locate and expand in the CITY, and increase opportunities for increased property tax and employment;

WHEREAS, the Parties agree that the COMPANY must fulfill its obligations under this Agreement in order for the CITY to pay the Chapter 380 Grant (herein defined);

WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Program provided herein;

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging economic development within the City;

WHEREAS, the CITY has established the Restaurant Incentive Program pursuant to Chapter 380, Texas Local Government Code, to provide for a grant of economic development incentives to qualifying restaurants under the terms and conditions of this Agreement; and

WHEREAS, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, the CITY and the COMPANY, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. **“Business Operations”** refers to the COMPANY’S dine-in restaurant business operating under the name “Z’ Tejas Southwest Grill” located and conducted on the Property.
- B. **“Business Personal Property”** is defined as tangible personal property, materials, supplies, equipment, inventory, fixtures, or other personal property that are attributable to the Business Operations and located at the Premises and to the structures and uses present on the Property subject to ad valorem taxes, and that are not included in the definition of real property in Section 1.04(2) of the Texas Tax Code, as amended.
- C. **“Calendar Year”** means the twelve month period of time that begins on January 1st and ends on December 31st of the same numbered year.
- D. **“Chapter 380 Grant”** is defined to mean the economic incentive payment further described in Article V.
- E. **“Certificate of Occupancy”** means the final certificate of occupancy issued by the City for the Facility.
- F. **“Eligible Property”** is defined as the Property, all real property improvements and business property located thereon.
- G. **“Facility”** means the approximately 4,500 (four thousand five hundred) square foot building, suitable for the Business Operations, constructed on the Property in accordance with the CITY-approved plans, and applicable local, state, and federal regulations, out of which the Business Operations will be conducted.
- I. **“Full-time Employee or FTE”** is defined as an employee of the COMPANY whose assigned work location is at the Property in the City of Kyle and is working at least a thirty (30)-hour work week.

- J. **“Grant Criteria”** is defined as the criteria set forth in Article IV that the COMPANY must meet to receive the Chapter 380 Grant defined in Article V.
- K. **“Ongoing Documentation”** is defined as copies of the following documents for the tax year for which a Chapter 380 Grant is sought: (1) proof of compliance with Section IV.A(2); (2) proof of payment ad valorem and business personal property taxes; and (3) the 380 Grant Certification described in Article VI. The CITY may reasonably request additional records to support the information shown in the Ongoing Documentation and compliance with the applicable Grant Criteria.
- L. **“Ongoing Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants after Year 1, which are set forth in Section IV.A(2).
- M. **“Premises”** are defined as the real property (land and improvements) located on the Property.
- N. **“Project”** is defined to mean the Facility, together with all other accessory and permitted uses on the Property, upon which the Business Operations will be conducted.
- O. **“Property”** is defined as that certain 1 acre, being more particularly described in **Exhibit A**.
- P. **“Quarterly Incentive Payment(s)”** means the quarterly Sales Tax Rebate for the four calendar quarters in each of the three (3) full Calendar Years that follow the first Sales Tax Rebate Payment.
- Q. **“Real Property Improvements”** are defined as improvements to the Property, which shall include the Project and any other buildings, structures or fixtures erected or affixed to land on the Property that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.
- R. **“Real Property Taxes”** shall mean the ad valorem tax assessed on the Eligible Property or a portion thereof, as appropriate, appraised by the Hays Central Appraisal District.
- S. **Sales Tax** means, as of the Effective Date, the levied 1.5% sales tax for commercial activity on the Property less the 0.5% sales tax enacted by the City of property tax reduction, equaling a total of 1.0% sales tax.
- T. **Sales Tax Rebate** means the percentage of Sales Tax received by the City and paid to the COMPANY pursuant to Section V.A.1.
- U. **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1) (2) proof that \$4,000,000 in Real Property Improvements were constructed on the Property; (3) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property by December 31, 2023 the 380 Grant Certification described in Section VI.A. The CITY may request additional records to

support the information shown in the Threshold Documentation or compliance with this Agreement.

- V. **“Threshold Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants to be paid, which are set forth in Section IV A(1).
- W. **“Year 1”** is defined as the tax year (which is anticipated to be 2024) following the date on which the Facility is constructed and completed on the Property, a Certificate of Occupancy is issued for the Facility, and the COMPANY begins Business Operations.

II. General Provisions

- A. The Eligible Property is not in an improvement project financed by tax increment bonds.
- B. The Eligible Property is not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

III. Representations and Warranties

- A. The CITY hereby represents and warrants to the COMPANY that the CITY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The COMPANY hereby represents and warrants to the CITY that the COMPANY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of COMPANY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

IV. Performance Criteria

- A. **Grant Criteria.**
 - 1. **Threshold Grant Criteria.** The following events must occur for the COMPANY to receive the Chapter 380 Grant described in Article V:

- a. The COMPANY constructs at least four million dollars (\$4,000,000) in Real Property Improvements on the Property.
 - b. The COMPANY completes and obtains a Certificate of Occupancy for the Facility or before December 31, 2023.
 - c. The COMPANY commences the Business Operations on the Property within sixty (60) days of obtaining the Certificate of Occupancy.
 - d. The COMPANY is in compliance with Sections IV.B-D.
2. **Ongoing Grant Criteria.** After the first Chapter 380 Grant payment made to the COMPANY, the COMPANY must comply with the following requirements for each year in which the COMPANY seeks a Chapter 380 Grant payment:
- a. The Facility is continuously open for business during regular business hours and Business Operations are conducted at the Facility.
 - b. The COMPANY is in compliance with Section IV.B-D.
- B. The Project shall conform to the applicable building codes, zoning ordinances, plans and elevations approved by the jurisdiction (attached hereto as Exhibit C and incorporated by reference herein) issuing permits for the Project, and all other applicable ordinances and regulations.
- C. The COMPANY shall not allow the ad valorem taxes or business personal property owed to CITY or the Hays Consolidated Independent School District (the “District”) on any real property or business personal property owned by COMPANY and located within the City of Kyle or the District to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing the COMPANY may contest and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the District or any other applicable governmental entity, and during such appeal/contest the COMPANY shall not be required to pay taxes/ad valorem taxes associated with the Property to the District or any other applicable governmental entity until such time as the contest/appeal is finally and fully resolved, and in such event the City shall not be required to pay the Chapter 380 Grant until the contest/appeal is finally and fully resolved.
- D. The COMPANY covenants and certifies that the COMPANY 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 the COMPANY is convicted of a violation under 8 U.S.D. Section 132(a)(f), the COMPANY shall repay to the CITY the full amount of Chapter 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of the COMPANY, provided, however, the COMPANY shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the COMPANY or by a person with whom the COMPANY contracts.

V.

Economic Development Grants

A. **Chapter 380 Grants.**

1. Subject to the terms and of this Agreement, and COMPANY's full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article IV, the CITY agrees to pay to COMPANY the following Chapter 380 Grant commencing in Year 1 and continuing for each subsequent year up to two additional years,

Year 1: An amount equal to 100 % of the Real Property Taxes received by the City on an annual basis and 100% of the Sales Tax received by the City on a quarterly basis.

Year 2: An amount equal to 100 % of the Real Property Taxes received by the city on an annual basis and 100% of the Sales Tax received by the City on a quarterly basis.

Year 3: An amount equal to 100 % of the Real Property Taxes received by the city on an annual basis and 100% of the Sales Tax received by the City on a quarterly basis.

B. Payment of Annual Chapter 380 Grants

1. The City shall pay the Real Property Tax Rebate amount annually and the Sales Tax Rebate quarterly as provided in this Subsection B. To be eligible to receive the Chapter 380 Grant in the years following Year 1, the terms of V.A.1 must be met each year. The COMPANY will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met.
2. Each year on or before April 30, the COMPANY shall provide the City the Documentation described in Article VI. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) forty-five (45) days following the date the Documentation is received by the City; or (ii) within forty-five (45) days following the date the Real Property Taxes are received by the City and the COMPANY has notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met.
3. After receipt for the Documentation for a particular year, the City shall pay the COMPANY the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the twelve (12) calendar quarters of the three Calendar Years beginning with Year 1 will be deposited and paid out to the COMPANY, in arrears. The City shall pay each respective Quarterly Incentive Payment to the COMPANY on or before the thirtieth (30th) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met.

C. Maintenance of Books and Records. The CITY shall maintain complete books and records showing ad valorem taxes received by the CITY from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting

principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of COMPANY during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The CITY shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

VI. Reports, Audits and Inspections

- A. **Annual Certification and Reports.** The COMPANY shall certify in writing to the CITY that the COMPANY is in compliance with the terms of this Agreement, and shall provide the CITY with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV as follows:
1. **Certification.** COMPANY shall complete and certify a 380 Grant Certification in a form substantially similar to that set forth in **Exhibit B**, which shall include the COMPANY Threshold or Ongoing Documentation, as appropriate. Such Documentation and Certification shall be submitted at the time the pays its respective Real Property Taxes.
 2. **Sales Tax Reports.** The COMPANY shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by the COMPANY on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the COMPANY under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
 3. **Additional Reports.** The, COMPANY shall furnish CITY any additional records and information reasonably requested to support the Grant Criteria and the reports required by this Agreement. The COMPANY shall further furnish the CITY with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Documentation.
- B. **Right to Audit Books and Records.** CITY shall have the right to audit the books and records of the COMPANY related to the Eligible Property. CITY shall notify the COMPANY in advance in writing of their intent to audit in order to allow the COMPANY, as applicable, adequate time to make such books and records available (in no event shall the COMPANY, as applicable, have less than five (5) business in order to make such books and records available).
- C. **Inspection.** At all times throughout the term of this Agreement, CITY shall have reasonable access to the Property upon providing at least 48 hours' written notice to the COMPANY for the purpose of inspecting the Property to ensure that the Facility is

designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY's inspection of the Property shall not interfere with the operation of the Property.

VII. Breach

- A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:
1. The COMPANY fails to meet the performance criteria as specified in Article IV above.
 2. The COMPANY falsely certifies that the performance criteria in the Threshold Documentation submitted to the CITY under Article VI has been met.
 3. CITY fails to timely make payments to the COMPANY under the terms of this Agreement.
- B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties in writing (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.
- C. **Repayment of Chapter 380 Grants.**

In the event that the COMPANY commits a breach of this Agreement according to Section VII.A(2), the COMPANY shall pay back to the CITY the Chapter 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the CITY.

- D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.
- E. **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 a waiver of sovereignty or governmental immunity on the part of the CITY.
- F. **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 Chapter 380 Grant 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.

VIII.

Indemnification

COMPANY 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 COMPANY’S ACTIONS UNDER THIS AGREEMENT, 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 COMPANY OR COMPANY’S AFFILIATE’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY’S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY’S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE

PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

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

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

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

COMPANY: Cornbread Ventures, 5912 Balcones Dr., Austin TX 78731

CITY: City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, TX 78640

With a copy to: Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

X.
City Council Authorization

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XII.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of COMPANY, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII.
Standing

COMPANY, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and COMPANY shall be entitled to intervene in said litigation.

XIV.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Hays County, Texas. This Agreement is performable in Hays County, Texas.

XV.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonably control of the respective party, or other casualty or event of a similar nature.

XVI.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XVIII.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

XIX.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XX.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or the COMPANY; and (2) the terms of this Agreement are not intended

to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or the COMPANY.

XXI.
Remedies

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

XXII.
Term and Termination

A. Term.

Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) The Agreement's Expiration Date. The Expiration Date shall be the date three years from the Effective Date (defined hereunder) of this Agreement; provided that the following shall survive termination of this Agreement for any reason: the obligation of the CITY to pay the Chapter 380 Agreement if the performance criteria and applicable terms and conditions of the Agreement are met; Article III; Article V; Article VI.B; Article VII; Article VIII; Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

B. Termination.

During the term of this Agreement, should the COMPANY commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the COMPANY fails to obtain a Certificate of Occupancy for the Project by Dec. 31, 2023 by giving thirty (30) days' written notice to the COMPANY.

XXVII.
Statutory Verifications

- A. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a COMPANY for goods and services unless the contract contains a written verification from the COMPANY that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the COMPANY verifies that the COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. 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 COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY 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 COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY 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.

- C. 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 COMPANY represents that neither the COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY (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 COMPANY” in Section 809.001 of the Texas Government Code, as amended.
- D. 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, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

XXVIII.
Effective Date

This Agreement shall be effective on 12/7/2022 (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

COMPANY

By:

[Handwritten Signature]

SIGNATURE

Randy Cohen CEO

NAME & TITLE OF COMPANY REPRESENTATIVE

November 30, 2022

DATE

THE STATE OF TEXAS
COUNTY OF HAYS

§

§

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Randy Cohen, known to me (or proved to me on the oath of NA or through NA (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of Cornbread Ventures LLC, a Texas corporation such entity duly authorized to do business in the State of Texas, and as the CEO thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of November, 2022.

[Handwritten Signature]

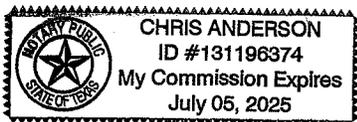
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chris Anderson

NOTARY'S PRINTED NAME

7/5/25

MY COMMISSION EXPIRES:



CITY OF KYLE, TEXAS

By: Travis Mitchell

Travis Mitchell
MAYOR

Date: 12/7/2022

ATTEST:

Jennifer Holm

Jennifer Holm
CITY SECRETARY

APPROVED AS TO FORM:

By: Paige Saenz

Paige Saenz
CITY ATTORNEY

Date: 12/7/2022

THE STATE OF TEXAS
COUNTY OF HAYS

§
§
§

CITY OF KYLE, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Travis Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF KYLE, TEXAS, a municipal corporation of Hays and Travis Counties, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of December, 20 22.

Susan Hughes
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

7/21/2026
MY COMMISSION EXPIRES:

Susan Hughes
NOTARY'S PRINTED NAME

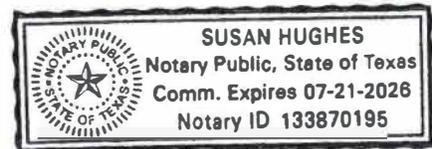


EXHIBIT A
Property Description

Replat of Lot 2,8,9,10,11,12 of Kyle Town Center
Creating Lot 8A- attached in Exhibit C

EXHIBIT B

**CITY OF KYLE
CHAPTER 380 AGREEMENT (THE "AGREEMENT") GRANT REPORT FORM**

Chapter 380 Grant Certification

PROJECT STATUS – THRESHOLD GRANT CRITERIA (provide in Year 1 only)

Certificate of Occupancy for the Project issued _____.

Business Operations commenced on _____.

Provide documentation of expenditure of at least \$4,000,000 in Real Property Improvements on the Property

Please provide each of the following documents as an attachment to this Certification:

- Proof of payment of the ad valorem and business personal property taxes.

CERTIFICATION

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Kyle. I further certify that to the best of my knowledge and belief, I am have met the requirements of the Threshold Grant Criteria, as that terms is defined in the Agreement applicable to the RESTAURANT.

Printed Name and Title of Certifying Officer

Signature of Certifying Officer

Date

Telephone Number

Email Address

NOTE: This Chapter 380 Grant Certification shall be filed with the City prior to the payment of the Chapter 380 Grant.

EXHIBIT C



September 14, 2021

William Atkinson
City Planner
City of Kyle
100 W. Center Street
Kyle, Texas 78640

**RE: Conditional Use Permit Letter
Z Tejas Kyle Texas
CAI No. 7510101**

Dear Mr. Atkinson:

This letter is a summary in support of the Conditional Use Permit currently under review for the above referenced project. The project address is 18920 IH 35 in Kyle, Texas. The property is described as Lot 8A of the Replat of Lot 2,8,9,10,11 & 12 Kyle Town Center.

The proposed use is a 4,500 square foot restaurant serving southwestern cuisine with a 2,000 square foot patio and seating for approximately 200 customers.

Let me know if you have any questions or require additional information.

Sincerely,

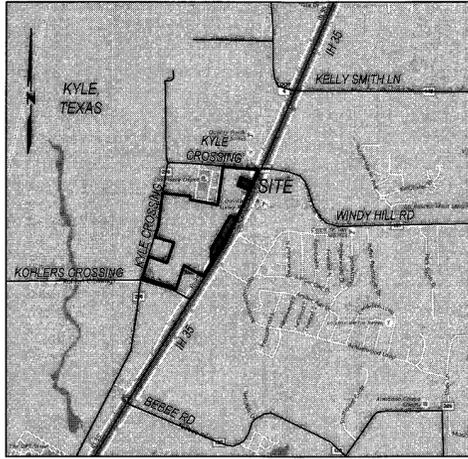
CUNNINGHAM-ALLEN, INC.

A handwritten signature in blue ink, appearing to read 'Richard G. Couch', is written over a light blue horizontal line.

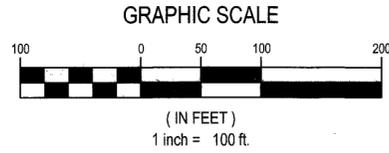
Richard G. Couch, P.E.
Associate

E:\7510101_Documents\4 Governmental Review Phase_Application Packages\7510101-Z Tejas CUP Letter.docx

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER



LOCATION MAP
NOT TO SCALE



LEGEND

- 1/2" IRON ROD W/CAP SET STAMPED "CUNNINGHAM-ALLEN INC"
- ▲ MASONRY NAIL FOUND WITH WASHER STAMPED "CHAPARRAL"
- 1/2" IRON ROD FOUND WITH CAP STAMPED "CHAPARRAL"
- TYPE I R.O.W. MONUMENT FOUND
- △ MASONRY NAIL SET WITH WASHER STAMPED "CUNNINGHAM-ALLEN INC"
- DA DOUCET AND ASSOCIATES
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- W.W.E. WASTE WATER EASEMENT
- ESMT. EASEMENT
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- M.U.E. MUNICIPAL UTILITY EASEMENT
- B.S. BUILDING SETBACK

Lot Area Table	
Lot #	Area
LOT 2A	0.506 AC
LOT 2B	0.840 AC
LOT 8A	1.202 AC
LOT 9A	1.004 AC
LOT 10A	0.931 AC
LOT 11A	0.868 AC
LOT 12A	1.512 AC

OWNERS:
 135 KYLE CROSSING LOT 2, LTD., A TEXAS LIMITED PARTNERSHIP
 135 KYLE CROSSING LOT 8, LTD., A TEXAS LIMITED PARTNERSHIP
 135 KYLE CROSSING LOT 9, LTD., A TEXAS LIMITED PARTNERSHIP
 135 KYLE CROSSING LOT 10, LTD., A TEXAS LIMITED PARTNERSHIP
 135 KYLE CROSSING LOT 11, LTD., A TEXAS LIMITED PARTNERSHIP
 135 KYLE CROSSING LOT 12, LTD., A TEXAS LIMITED PARTNERSHIP

DEVELOPER: 135 KYLE CROSSING LTD.
 500 W 5TH ST.
 AUSTIN, TX 78701

ACREAGE: 6.837 ACRES

SURVEY: THOMAS G. ALLEN SURVEY NO. 1, ABSTRACT NO. 26,
 HAYS CO., TX

TOTAL LOTS: 7

USE: RESTAURANT / RETAIL

DATE: MAY 10, 2020

SURVEYOR:
 TOMMY P. WATKINS, R.P.L.S.
 CUNNINGHAM-ALLEN, INC.
 3103 BEE CAVE ROAD, STE. 202
 AUSTIN, TEXAS 78746
 512-327-2946 O 512-327-2973 F

ENGINEER:
 CURTIS MORRIS, P.E.
 CUNNINGHAM-ALLEN, INC.
 3103 BEE CAVE ROAD, STE. 202
 AUSTIN, TEXAS 78746
 512-327-2946 O 512-327-2973 F

SURVEYOR'S NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD_83 (2011)).

ALL EASEMENTS OF WHICH THE SURVEYOR IS AWARE ARE EITHER SHOWN OR NOTED ON THIS FINAL PLAT.

ADJOINER INFORMATION NOTED HEREON WAS OBTAINED FROM HAYS COUNTY CENTRAL APPRAISAL DISTRICT CURRENT APPRAISAL DISTRICT MAPS.

THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF KYLE.

BENCHMARKS:

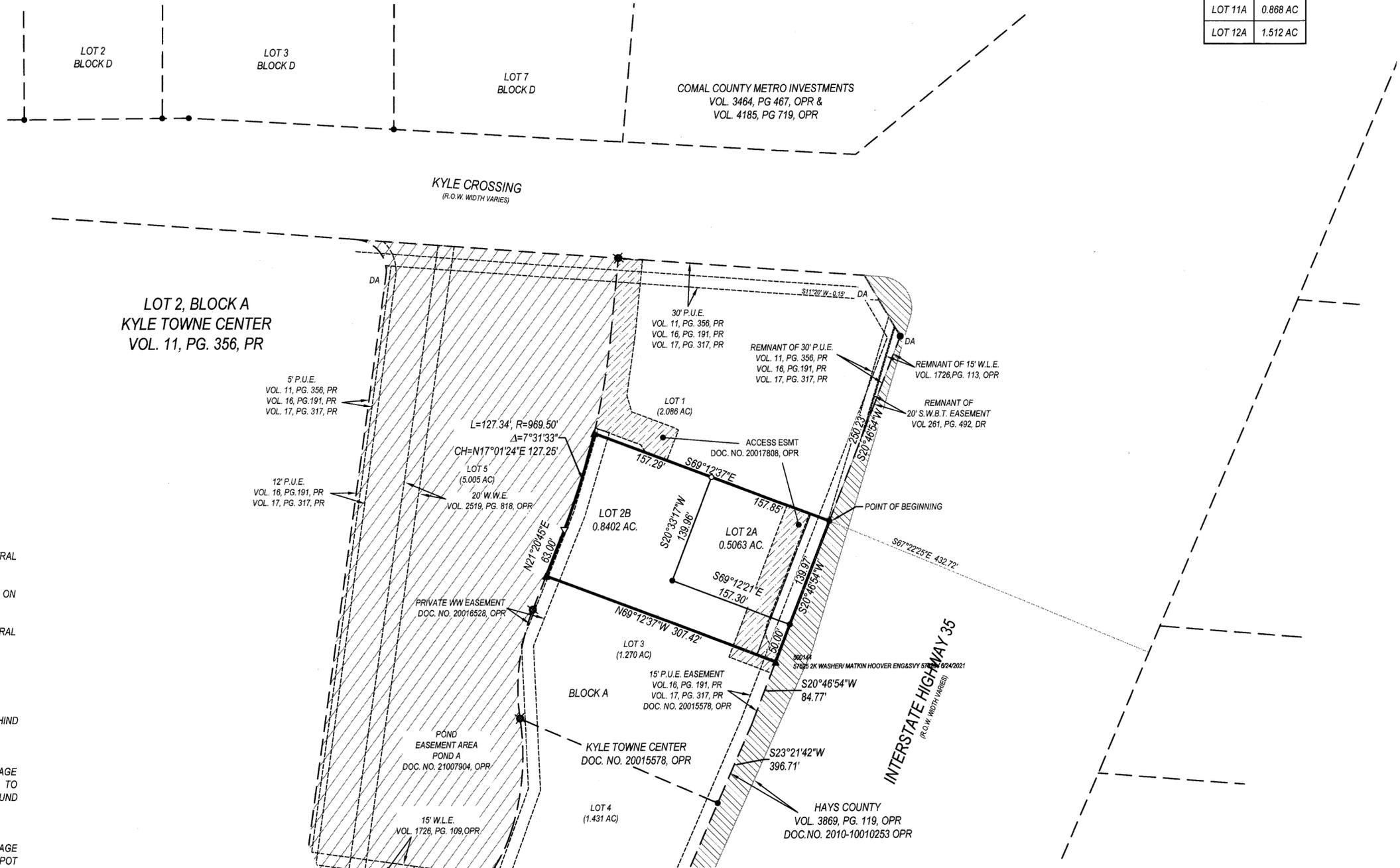
TBM#1947-56: SQUARE CUT ON TOP OF CURB, EAST SIDE OF A CONCRETE DRIVE BEHIND SCHLOTZKY'S, +/- 3 FEET SOUTH OF TERMINUS OF SAID DRIVE.
 ELEVATION = 742.53' (NAVD88)

TBM#1947-56A: SQUARE CUT ON TOP OF THE SOUTH END OF A HEADWALL DRAINAGE STRUCTURE LOCATED APPROXIMATELY +/- 500 FEET NORTH OF ENTRANCE TO SUNOCO/SCHLOTZKY'S & APPROXIMATELY 50 FEET WEST OF CENTERLINE OF SOUTHBOUND FRONTAGE ROAD FOR INTERSTATE 35.
 ELEVATION = 718.62' (NAVD88)

TBM#1947-58: SQUARE CUT ON TOP OF THE SOUTHWEST CORNER OF HEADWALL DRAINAGE STRUCTURE LOCATED APPROXIMATELY +/- 30 FEET EAST OF ENTRANCE TO HOME DEPOT AND APPROXIMATELY 50 FEET SOUTH OF CENTERLINE OF KYLE CROSSING.
 ELEVATION = 735.15' (NAVD88)

NOTES:

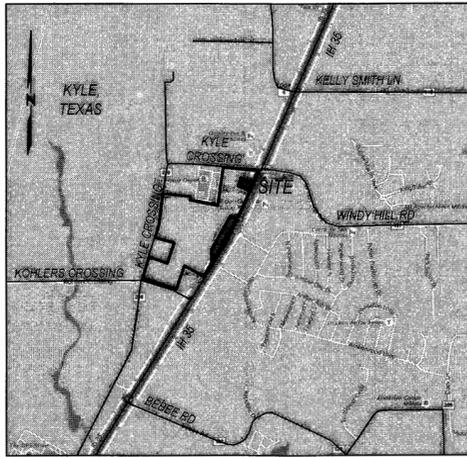
1. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.



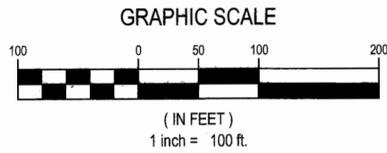
SUBMITTAL DATE: 05/2021

 Engineers • Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819 www.cunningham-allen.com TBPELS Reg. # F-284 Firm # 10000900	Tel.: (512) 327-2946 Fax: (512) 327-2973
	DATE: 05/2021 DRAWN BY: TPW	PROJECT NO.: 277.3702 SHEET 1 OF 4

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

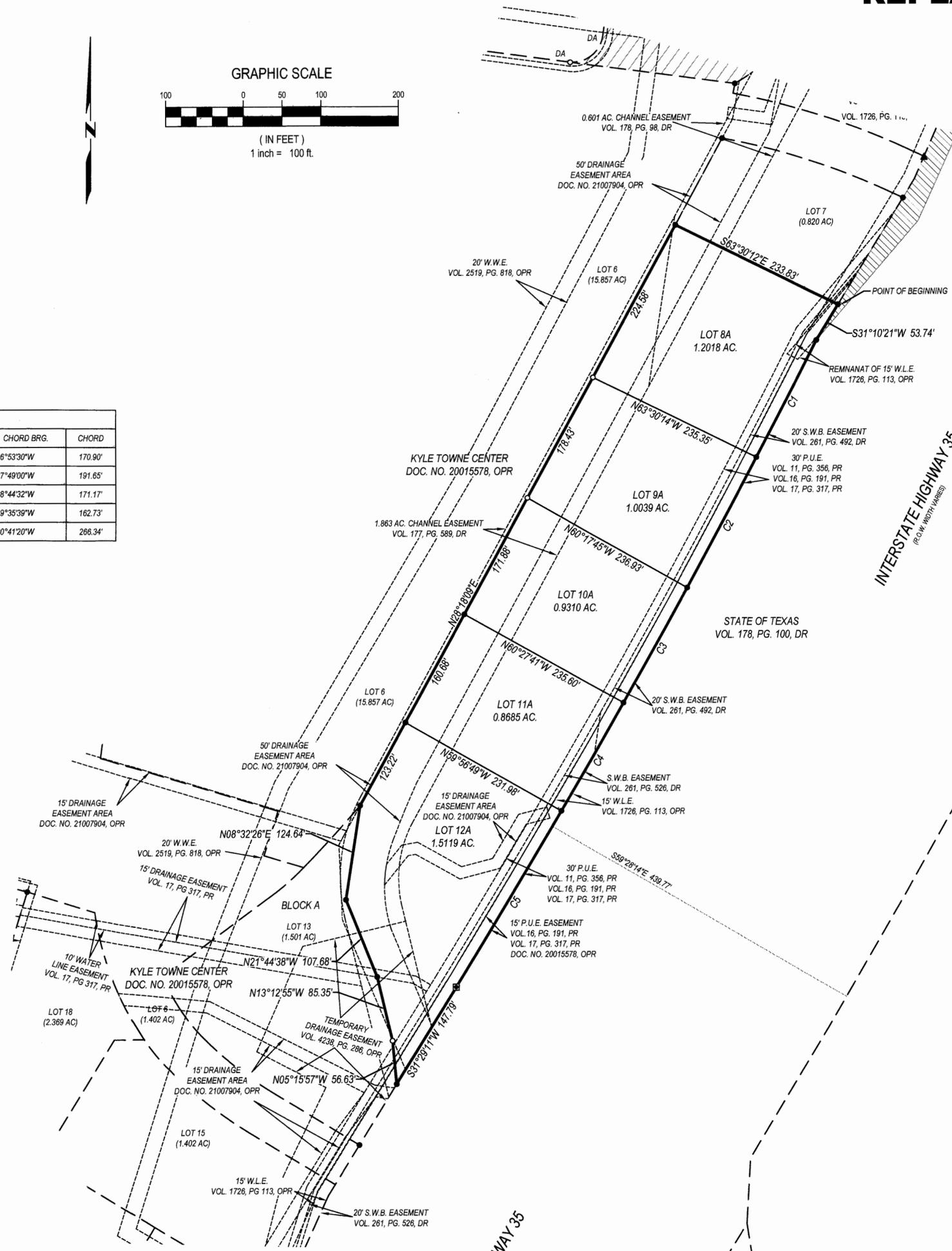


LOCATION MAP
NOT TO SCALE



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	11229.19'	170.91'	0°52'19"	S26°53'30"W	170.90'
C2	11229.19'	191.65'	0°58'40"	S27°49'00"W	191.65'
C3	11229.19'	171.18'	0°52'24"	S28°44'32"W	171.17'
C4	11229.19'	162.73'	0°49'49"	S29°35'39"W	162.73'
C5	11229.19'	266.35'	1°21'32"	S30°41'20"W	266.34'

Lot Area Table	
Lot #	Area
LOT 2A	0.506 AC
LOT 2B	0.840 AC
LOT 8A	1.202 AC
LOT 9A	1.004 AC
LOT 10A	0.931 AC
LOT 11A	0.868 AC
LOT 12A	1.512 AC



- LEGEND**
- 1/2" IRON ROD W/CAP SET STAMPED "CUNNINGHAM-ALLEN INC"
 - ▲ MASONRY NAIL FOUND WITH WASHER STAMPED "CHAPARRAL"
 - 1/2" IRON ROD FOUND WITH CAP STAMPED "CHAPARRAL"
 - TYPE I R.O.W. MONUMENT FOUND
 - △ MASONRY NAIL SET WITH WASHER STAMPED "CUNNINGHAM-ALLEN INC"
 - DA DOUCET AND ASSOCIATES
 - P.U.E. PUBLIC UTILITY EASEMENT
 - W.L.E. WATER LINE EASEMENT
 - W.W.E. WASTE WATER EASEMENT
 - ESMT. EASEMENT
 - PR PLAT RECORDS OF HAYS COUNTY, TEXAS
 - DR DEED RECORDS OF HAYS COUNTY, TEXAS
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 - M.U.E. MUNICIPAL UTILITY EASEMENT
 - B.S. BUILDING SETBACK

SUBMITTAL DATE: 05/2021

<p>Cunningham Allen Engineers • Surveyors</p>	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819 Tel.: (512) 327-2946 Fax: (512) 327-2973 www.cunningham-allen.com TBPELS Reg. # F-284 Firm # 10000900
	DATE: 05/2021 DRAWN BY: TPW

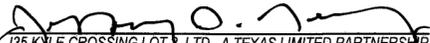
STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 2, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 1.347 ACRES OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 2, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030753, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 2, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 2, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

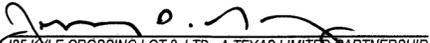
STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 8, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 0.928 ACRE OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 8, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030763, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 8, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

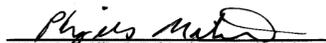
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 8, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
COUNTY OF HAYS }

THAT SOUTHSIDE BANK, A TEXAS STATE BANK, THE LIEN HOLDER OF THAT CERTAIN 6.837 ACRES OF LAND RECORDED DOCUMENTS NO. 20030753, 20030763, 20030764, 20030765, 20030780 AND 20030781, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 6.837 ACRES OF LAND SITUATED IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

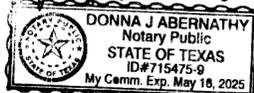
IN WITNESS WHEREOF THE LIENHOLDER, SOUTHSIDE BANK, A TEXAS STATE BANK, AS LENDER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, NAME, AND THEREUNTO DULY AUTHORIZED,


PHYLLIS MILSTEAD, EXECUTIVE VICE PRESIDENT
SOUTHSIDE BANK, A TEXAS STATE BANK

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Phyllis Milstead OF SOUTHSIDE BANK, A TEXAS STATE BANK.


NOTARY PUBLIC, STATE OF TEXAS



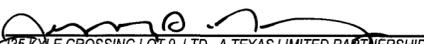
STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 9, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 1.277 ACRES OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 9, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030764, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 9, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 9, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

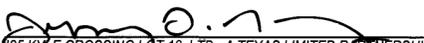
STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 10, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 1.133 ACRES OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 10, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030765, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 10, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 10, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 11, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 1.238 ACRES OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 11, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030780, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 11, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 11, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS, THAT 135 KYLE CROSSING LOT 12, LTD., A TEXAS LIMITED PARTNERSHIP, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, OWNER OF 0.941 ACRE OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS, SAME BEING LOT 12, REPLAT OF LOT 1-A, BLOCK A, KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOC. NO. 20015578, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY DEED DATED JULY 24, 2020, AND RECORDED IN DOCUMENT NO. 20030781, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, DOES HEREBY SUBDIVIDE SUBDIVISION ACREAGE ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC (OR OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE STREETS) THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PARTNERSHIP TITLE, AND THEREUNTO DULY AUTHORIZED,


135 KYLE CROSSING LOT 12, LTD., A TEXAS LIMITED PARTNERSHIP
JEFFREY S. NEWBERG, EXECUTIVE VICE PRESIDENT
EOP II SUB GP ONE, LLC

STATE OF TEXAS }
COUNTY OF HAYS }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 1, 2021 BY Jeffrey S. Newberg OF 135 KYLE CROSSING LOT 12, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP.


NOTARY PUBLIC, STATE OF TEXAS

SUBMITTAL DATE: 05/2021

 Cunningham Allen Engineers - Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819 www.cunningham-allen.com TBPELS Reg. # F-284 Firm # 10000900	Tel.: (512) 327-2946 Fax: (512) 327-2973
	DATE: 05/2021 DRAWN BY: TPW	PROJECT NO.: 277.3702 SHEET 3 OF 4

REPLAT OF LOT 2, 8, 9, 10, 11 & 12 KYLE TOWNE CENTER

FIELD NOTE DESCRIPTION - LOT 2

1.3466 ACRES OF LAND BEING ALL OF LOT 2, KYLE TOWNE CENTER, REPLAT OF LOT 1-A, BLOCK A KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A (KYLE TOWNE CENTER), ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 20015578, OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS, SAID LOT 2 BEING CONVEYED TO 135 KYLE CROSSING LOT 2, LTD, IN A DEED RECORDED IN DOCUMENT NO. 20030756, OF SAID OFFICIAL PUBLIC RECORDS; SAID 1.3466 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 35 AND IN THE EAST LINE OF SAID KYLE TOWNE CENTER FOR THE COMMON EAST CORNER OF SAID LOT 2, AND LOT 1, KYLE TOWNE CENTER;

THENCE, SOUTH 20°46'54" WEST, WITH THE COMMON LINE OF SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID KYLE TOWNE CENTER, SAME BEING THE EAST LINE OF SAID LOT 2, A DISTANCE OF 189.97 FEET TO A COTTON GIN SPINDLE SET IN SAID COMMON LINE FOR THE COMMON EAST CORNER OF SAID LOT 2 AND LOT 3, KYLE TOWNE CENTER;

THENCE, NORTH 69°12'37" WEST, DEPARTING THE COMMON LINE OF SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID KYLE TOWNE CENTER WITH THE COMMON LINE OF SAID LOT 2 AND LOT 3, A DISTANCE OF 307.42 FEET TO AN "X" MARK IN CONCRETE SET IN THE EAST LINE OF LOT 5, KYLE TOWNE CENTER, FOR THE COMMON WEST CORNER OF SAID LOT 2 AND LOT 3;

THENCE, WITH THE COMMON LINE OF SAID LOT 2 AND LOT 5 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 21°20'45" EAST, A DISTANCE OF 63.00 FEET TO AN "X" MARK SET AT THE BEGINNING OF A CURVE TO THE LEFT;
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 969.50 FEET, AN ARC LENGTH OF 127.34 FEET, A DELTA ANGLE OF 07°31'33", AND A CHORD WHICH BEARS NORTH 17°01'24" EAST, A DISTANCE OF 127.25 FEET TO A "X" MARK IN CONCRETE SET FOR THE COMMON WEST CORNER OF SAID LOT 2 AND SAID LOT 1;

THENCE, SOUTH 69°12'37" EAST, DEPARTING THE EAST LINE OF SAID LOT 5 WITH THE COMMON LINE OF SAID LOT 2 AND LOT 1, A DISTANCE OF 315.15 FEET TO THE POINT OF BEGINNING CONTAINING 1.3466 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

FIELD NOTE DESCRIPTION - LOT 8, 9, 10, 11 & 12

5.517 ACRES OF LAND BEING ALL OF LOT 8, 9, 10, 11 AND 12, KYLE TOWNE CENTER, REPLAT OF LOT 1-A, BLOCK A KYLE TOWNE CENTER SECOND REPLAT OF LOT 1, BLOCK A (KYLE TOWNE CENTER), ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 20015578, OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS, SAID 5.517 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING, AT A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" FOUND IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 35 AND IN THE EAST LINE OF SAID KYLE TOWNE CENTER FOR THE COMMON EAST CORNER OF SAID OF SAID LOT 8 AND LOT 7, KYLE TOWNE CENTER;

THENCE, WITH THE COMMON LINE OF SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID KYLE TOWNE CENTER, SAME BEING THE EAST LINE OF SAID SAID LOTS 8, 9, 10, 11 AND 12, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 31°10'21" WEST, A DISTANCE OF 53.74 FEET TO 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
2. WITH SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11229.19 FEET, AN ARC LENGTH OF 962.81 FEET, A DELTA ANGLE OF 04°54'46", AND A CHORD WHICH BEARS SOUTH 28°54'43" WEST, A DISTANCE OF 962.52 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET AT THE END OF SAID CURVE;
3. SOUTH 31°29'11" WEST, A DISTANCE OF 147.79 FEET TO 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET FOR THE COMMON EAST CORNER OF SAID LOT 12 AND LOT 13, KYLE TOWNE CENTER;

THENCE, WITH THE COMMON LINE OF SAID LOT 12 AND LOT 13, LOT 12 AND LOT 6, KYLE TOWNE CENTER, AND SAID LOTS 11, 10, 9 AND 8 AND SAID LOT 6, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 05°15'57" WEST, A DISTANCE OF 56.63 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET;
2. NORTH 13°12'55" WEST, A DISTANCE OF 85.35 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET;
3. NORTH 21°44'38" WEST, A DISTANCE OF 107.68 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET;
4. NORTH 08°32'26" EAST, A DISTANCE OF 124.64 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET;
5. NORTH 28°18'09" EAST, A DISTANCE OF 858.79 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "CUNNINGHAM-ALLEN INC" SET FOR THE COMMON WEST CORNER OF SAID LOT 8 AND LOT 7;

THENCE, SOUTH 63°30'12" EAST, WITH THE COMMON LINE OF SAID LOT 8 AND LOT 7, A DISTANCE OF 233.83 FEET TO THE POINT OF BEGINNING CONTAINING 5.517 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

GENERAL NOTES:

1. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF INTERSTATE HIGHWAY NO. 35. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
2. OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
3. UTILITY PROVIDERS:
WASTEWATER - CITY OF KYLE
WATER - MONARCH WATER COMPANY
4. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
5. NO OBJECT, INCLUDING SIGNAGE, BUILDINGS, ACCESSORY BUILDINGS, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH THE CONVEYANCE OF STORMWATER SHALL BE PLACED OR ERECTED WITHIN ANY DRAINAGE EASEMENTS WITHOUT THE PRIOR APPROVAL OF THE CITY OF KYLE.
6. EACH PROPERTY OWNER OF A LOT ON WHICH DRAINAGE EASEMENTS ARE PLATTED SHALL BE RESPONSIBLE FOR KEEPING GRASS AND WEEDS NEATLY CUT AND EASEMENT AREA FREE OF DEBRIS AND TREE/BRUSH REGROWTH.
7. OWNERS OF PROPERTY WITH DRAINAGE AND UTILITY EASEMENTS SHALL ALLOW ACCESS FOR INSPECTION, REPAIR, MAINTENANCE AND RECONSTRUCTION AS MAY BE NECESSARY.
8. PROPERTY LIES WITHIN THE BUNTON BRANCH OF THE PLUM CREEK WATERSHED.
9. THE PROPERTY OWNER(S) AND/OR THE PROPERTY OWNERS ASSOCIATION ARE SOLELY RESPONSIBLE FOR ANY AND ALL MAINTENANCE AND/OR REPAIRS TO ALL DRAINAGE EASEMENTS AND DETENTION/RETENTION PONDS WITHIN THE PROPERTY

STATE OF TEXAS }
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I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND DURING THE MONTH OF MAY, 2019, AND MARCH, 2021 AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

TOMMY P. WATKINS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4549



STATE OF TEXAS }
COUNTY OF HAYS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

RICHARD G. COUCH
REGISTERED PROFESSIONAL ENGINEER
NO. 87285



FLOODPLAIN NOTE:

THIS PROPERTY LIES IN A ZONE DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOODPLAIN" AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, PANEL MAP NUMBER 48209C0290F, EFFECTIVE SEPTEMBER 2, 2005.

REVIEWED BY:

Leon Barba 7/9/21
LEON BARBA, CITY ENGINEER DATE

REVIEWED BY:

Harper Wilder 7-7-21
HARPER WILDER, DIRECTOR OF PUBLIC WORKS DATE

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

DATED THIS 22nd DAY OF JUNE, 2021

Michelle Grutze
CHAIRPERSON

THAT ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF JULY, A.D., 2021, AT 12:00 O'CLOCK P.M. AND DULY RECORDED ON THE 14th DAY OF JULY, A.D., 2021, AT 12:00 O'CLOCK P.M., IN THE PLAT RECORDS OF HAYS COUNTY AND STATE, IN DOCUMENT NO. 21038012

Elaine H. Cardenas by Kimberly Murchison Deputy
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

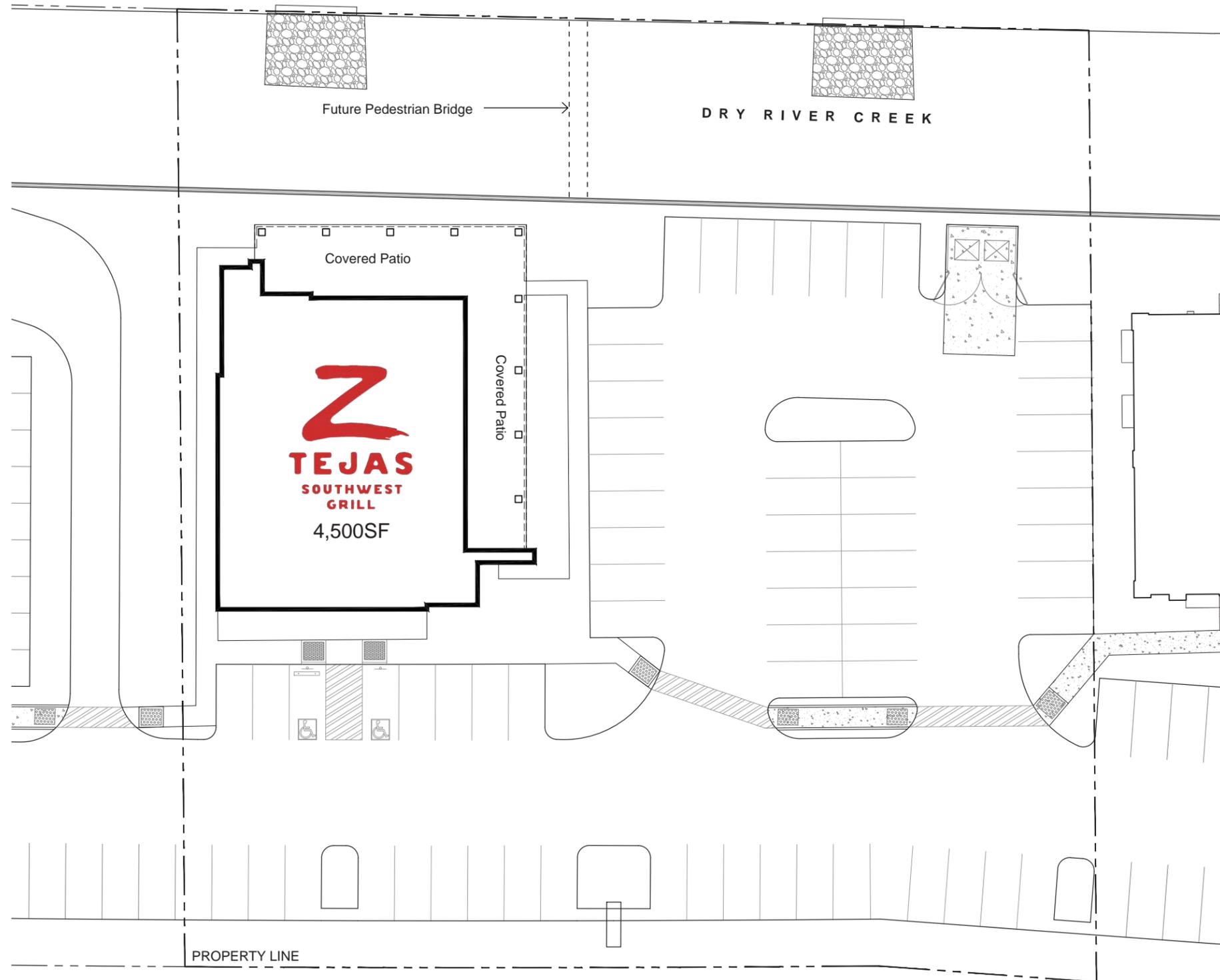
SUBMITTAL DATE: 05/2021

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CONDITIONAL USE DESIGN PACKAGE

OCTOBER 28, 2021



CUASO DESIGN STUDIO IS NOT RESPONSIBLE FOR ANY MODIFICATIONS MADE TO THIS DRAWING BY OTHER PARTIES. DIMENSIONS AND AREAS ON THIS DOCUMENT ARE APPROXIMATE AND SUBJECT TO CHANGE.



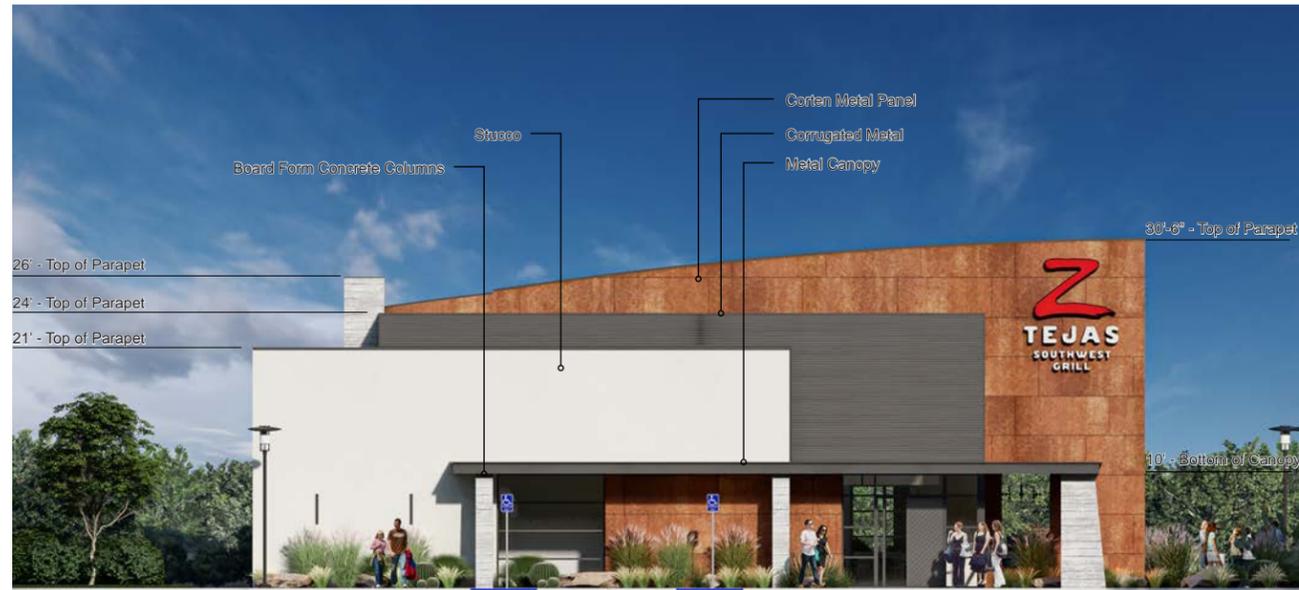
PLANT SCHEDULE	
TREES	COMMON / BOTANICAL NAME
	CEDAR ELM ULMUS CRASSIFOLIA
	MEXICAN SYCAMORE PLATANUS MEXICANA
SHRUBS	COMMON / BOTANICAL NAME
	AUTUMN SAGE SALVIA GREGGII
	BLACK DALEA DALEA FRUTESCENS
	FLAME ACANTHUS ANISACANTHUS QUADRIFIDUS WRIGHTII
	GULF MUHLY MUHLENBERGIA CAPILLARIS
	LINDHEIMER'S MUHLY MUHLENBERGIA LINDHEIMERI
	LITTLE BUNNY FOUNTAIN GRASS PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	NEW GOLD LANTANA LANTANA X 'NEW GOLD'
	RED YUCCA HESPERALOE PARVIFLORA
	ROSEMARY ROSMARINUS OFFICINALIS
	TEXAS SOTOL DASYLIRION TEXANUM
	TEXAS YUCCA YUCCA RUPICOLA
	TRAILING LANTANA LANTANA MONTEVIDENSIS 'PURPLE'
GROUND COVERS	COMMON / BOTANICAL NAME
	HARDWOOD MULCH 3" TEXAS DARK MULCH IN ALL PLANTING BEDS W/ WEED BARRIER FABRIC
SOD/SEED	COMMON / BOTANICAL NAME
	BERMUDA GRASS (SOD) CYNODON DACTYLON

KEY LEGEND

NOTE: ITEMS LISTED BELOW REFERENCE ALL SHEETS. QUANTITIES ARE INCLUDED FOR CONTRACTOR CONVENIENCE AND CONTRACTOR SHALL VERIFY ASSOCIATED QUANTITIES.

SYM	DESCRIPTION	QTY
L-01	LIMESTONE EDGE	180 LF

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FRONT ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

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Z TEJAS AT DRY RIVER DISTRICT - KYLE, TX

Conceptual Design Rendering

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10.28.2021



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Conceptual Interior Design Rendering

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10.28.2021



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