

CONSENT AND DEVELOPMENT AGREEMENT

This "Consent and Development Agreement" ("Agreement") is effective as set forth in Section 4.07 below, and is by and between the City of Kyle, Texas, a Texas municipal corporation ("City") and EB Windy Hill, L.P., a Texas limited partnership ("Developer"). City and Developer are sometimes referred to herein as the "Parties". The Parties hereby agree as follows:

RECITALS

- A. WHEREAS, Developer is the owner of approximately 445 acres of land, more or less, in Hays County, Texas, said 445 acre tract being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "MUD Tract"), over which Developer seeks creation of a municipal utility district to be known as Crosswinds Municipal Utility District (the "MUD");
- B. WHEREAS, Developer anticipates the possible future annexation of an adjacent 100 acre tract shown in **Exhibit B** (the "Annexation Tract") into the MUD;
- C. WHEREAS, the MUD Tract and the Annexation Tract are located within the extraterritorial jurisdiction ("ETJ") of City;
- D. WHEREAS, Developer has submitted to the City conceptual plans for the development of the MUD Tract, which together with the Annexation Tract, provided it is annexed into the MUD, is to be known as Crosswinds Subdivision ("Crosswinds"); and
- E. WHEREAS, Developer desires to develop Crosswinds in accordance with the City's Comprehensive Plan and all applicable statutes, and ordinances, except as may be otherwise modified by the development standards established herein;
- F. WHEREAS, Developer will benefit from this Agreement by virtue of the consent for creation of the MUD for providing water, wastewater, drainage, solid waste and park facilities and services to Crosswinds, as well as the variance(s), accommodations and clarifications as more particularly described in this Agreement; and
- G. WHEREAS, City will benefit from this Agreement due to (i) the resulting development in accordance with its ordinances except as modified herein, (ii) development of plans for a parking area at the trailhead for a future trail with access to the future recreation area at Porter Creek Lake at the south end of the MUD Tract, (iii) by the creation of a future property tax base with no cost to City, (iv) by the generation of sales tax revenue due to increasing population, and (v) by creation of an employment zone with utility service to attract new employers.

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

ARTICLE I
Development Standards

Section 1.01 Pursuant to Chapter 212.172, Loc. Gov't Code, City and Developer hereby agree as follows:

- (a) Crosswinds shall be developed in conformity with the zoning requirements specified as "R-1-A": provided, however, that (i) approximately twenty-eight percent (28%) of the residential lots therein shall be a minimum of sixty feet (60') by one hundred twenty feet (120') being not less than 7,200 square feet, (ii) approximately twenty-eight percent (28%) of the lots may be a minimum of fifty feet (50') by one hundred twenty feet (120') being not less than 6000 square feet, and (iii) approximately forty-four percent (44%) of the lots may be a minimum of forty feet (40') by one hundred twenty feet (120') being not less than 4800 square feet. save and except, cul de sac lots and lots determined by the Planning and Zoning Commission to be uniquely shaped and the location of the lot creates a unique circumstance requiring minor deviations from the specific minimum dimensions;
- (b) The Developer agrees to create a home owners' association ("HOA");
- (c) The Developer agrees that the City's Building Inspection Department will issue all permits and conduct all inspections to verify all structures meet minimum code requirements.
- (d) To the extent City concludes that a variance is necessary under its current codes, ordinances or regulations, Developer shall be granted the following variances that shall apply to Crosswinds:
 - 1. The minimum square foot size for garages shall be three hundred eighty (380) square feet.
 - 2. The minimum square foot size for each single family residence shall be increased by two hundred (200) square feet to a total of 1200 square feet.
 - 3. The garages need not be set back from the front wall of the house, but the minimum setback distances for the front walls of the house must be alternating/staggered twenty foot (20'), twenty-five foot (25') and thirty foot (30') setbacks.

4. The building coverage limitation shall be forty percent (40%), and shall be measured/calculated on a “cumulative per subdivision” basis (versus on a “per lot” basis). Developer and City shall fully cooperate in good faith to establish a reasonable method/mechanism to maintain a proper accounting for this method of auditing the foregoing. However, once a certificate of occupancy is issued for a lot, the lot shall not be permitted to add building coverage in excess of forty percent (40%) unless a variance is obtained from the City’s board of adjustment.
5. The “R-1-A” side yard setback zoning requirements for residences shall be a minimum of a five foot (5’) setback on both sides thereof versus a zero foot (0’) setback on one side and a ten foot (10’) setback on the other side.
6. Any other variance sought by Developer, not identified in this section, must comply with the City’s variance process.

Section 1.02 Unless otherwise specifically modified herein, all codes, ordinances, regulations and applicable rules shall apply to Crosswinds. If there is a direct conflict between the provisions of this Agreement and any codes, ordinances, regulations or applicable rules of the City, this Agreement while in effect shall control.

ARTICLE II Obligations of the Parties

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

- (a) Develop all single family residential lots in conformity with the zoning requirements specified as “R-1-A”, as modified herein;
- (b) Upon completion of Crosswinds, dedicate and convey to the county the respective streets and public rights-of-way as shown on the final plats; provided, however, that the fee simple title to any entry features, the HOA parks, trail systems (which must have public access), water, wastewater and other similar common areas or public utility easement areas shall be conveyed by Developer to the MUD, HOA or other appropriate entity, which shall be and remain responsible for the upkeep and maintenance thereof;
- (c) Design and construct, at Developer’s sole cost and expense, a right-turn lane into Crosswinds at its main entrance on Windy Hill Road during the construction of the first phase of Crossroads;
- (d) Pay to City the costs and expenses incurred by City for legal and engineering services with respect to this Agreement, and, in accordance with applicable City ordinances, with respect to the development of Crosswinds; provided, however, that such fees shall be the same as charged by the City to other similar

developments in the City's ETJ; and provided that such obligation shall not be applicable to engineering fees incurred with respect to the review and approval of plans and plats.

- (e) Comply with all ordinances which apply to the ETJ.
- (f) Submit plats to the City for approval.
- (g) Submit development construction plans including water, wastewater and drainage facilities to the City for approval.
- (h) Design infrastructure following City design standards.
- (i) Contract with City for construction inspection of streets, drainage, water and wastewater.
- (j) Contract with City for the retail operation and management of the water and wastewater system, provided that Southwest Water Company d/b/a Monarch Water consents to same.
- (k) Create a master community development plan that is consistent with City's Comprehensive Plan unless modified herein.
- (l) Exclude approximately 20+/- acres from the MUD boundaries that will be reserved for commercial use and agree to petition for its annexation by City when contiguous to city limits.
- (m) Design and construct the water supply system to meet fire flow standards.
- (n) Provide City a copy of the Developer's or MUD's agreements with Southwest Water Company d/b/a Monarch Water.
- (o) Provide City a copy of the wastewater discharge permit application for Crosswinds to be filed with TCEQ.
- (p) Provide City a copy of the Market Absorption Study which supports the MUD creation financial analysis.
- (q) Provide City a copy of each bond issue application which is filed by the MUD with the TCEQ.
- (r) Agree that the MUD debt issued will not cause the projected MUD tax rate per TCEQ guidelines applicable to "projected growth" bond approvals to exceed \$.90/\$100.

- (s) Agree that the land use shown in the master plan attached as **Exhibit C** will not be changed without the prior written approval of City.
- (t) Require that all front yards and side yards of corner lots be irrigated and have a landscape standard that is enforced by the HOA and that trees or other landscape material that needs to be replaced from time to time be done so at the direction of the HOA in order to maintain a high standard of landscape throughout the neighborhood.

Section 2.02 City hereby agrees as follows:

- (a) That the Developer may create a conservation and reclamation district to be named "Crosswinds Municipal Utility District" over the MUD Tract and such MUD may include the Annexation Tract either by annexation or by inclusion of the Annexation Tract at the time of creation of the MUD.
- (b) City consents to creation of the MUD over the MUD Tract and the inclusion of the Annexation Tract into the MUD.
- (c) The MUD may have and exercise all powers permitted by Chapters 49 and 54, Texas Water Code

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

- (a) The execution and filing of an appropriate Memorandum of Record in the real property records of Hays County, Texas;
- (b) Appropriate notation(s) on the preliminary and final plats of Crossroads; and
- (c) The execution and recording of a CCR for Crosswinds, which City shall be entitled to review to ensure that the HOA will be funded for minimum maintenance requirements for property identified as HOA property within Crossroads.

Such filings shall be applicable to the MUD Tract only, unless the Annexation Tract is included in the MUD, at which time such filings shall be applicable to the Annexation Tract also.

Section 2.04 Developer shall not commence construction of any houses or other habitable structures in Crosswinds until Developer has provided "will serve" letters from the retail water and wastewater providers for Crosswinds to the City. Developer will not commence construction of any wastewater treatment plant for Crosswinds until Developer has obtained all necessary permits or approvals from TCEQ for such construction.

ARTICLE III

Assignment of Developer Rights and Obligations; MUD Acceptance of Agreement

Section 3.01 Developer's rights and obligations under this Agreement may be assigned by Developer, and shall inure to the benefit of and be binding upon, future purchasers of all or part of the land within Crossroads. Developer shall notify the City within five (5) working days of the completion of the Assignment.

Section 3.02 Within thirty (30) days after its organizational meeting, the MUD shall notify the City of the MUD's acceptance of this Agreement in so far as it relates to the MUD. If the MUD does not so notify the City, such failure shall constitute an event of default under this Agreement, subject to the provisions of Section 4.01 below.

ARTICLE IV

Miscellaneous Provisions

Default

Section 4.01 Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

Force Majeure

Section 4.02 The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

Section 4.03 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Notices

Section 4.04 All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local Austin, Texas time, it shall be deemed to have been received on the next day), or e-mail (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City: City of Kyle
Attn: City Manager
P.O. Box 40
Kyle, Texas 78640
Telecopier: 512/268-0675

If to the Developer: EB Windy Hill LP
Attn: Doug Fike
3709 Meredith St.
Austin, TX 78703

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

Term

Section 4.05 This Agreement shall be effective for twenty (20) years from the Effective Date provided the Agreement is not earlier terminated; provided further that if at any time Developer shall have failed to duly perform any material obligations of this Agreement (“Events of Default”), City may give written notice to Developer specifying in reasonable detail the nature of the complaint (“Notice of Complaint”). If Developer fails to cure the matter in a reasonable manner within thirty (30) days of the date of receipt of such Notice of Complaint, or fails to take reasonable steps to secure and give reasonable assurances to City that such matter will be cured or rectified within a reasonable period of time and diligently pursues such cure to completion, City may terminate this Agreement by delivering written notice to Developer stating that this Agreement is terminated (“Notice of Termination”). Such termination shall be effective as and from the day which is specified in the Notice of Termination.

Entire Agreement

Section 4.06 This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

Effective Date

Section 4.07 "Effective Date" means the date the Agreement is fully executed by all parties.

Texas Law Governs

Section 4.08 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall be exclusively in Hays County, Texas.

Time of the Essence

Section 4.09 It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

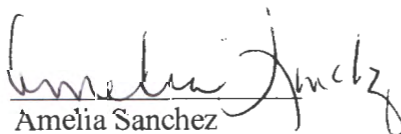
Execution

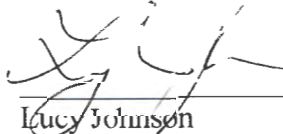
Section 4.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures sent to each respective Party solely for the purpose of evidencing each Party's execution of this Agreement shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity. The Parties intend to confirm the initial facsimile signatures by exchanging ink-signed originals, but the Parties' failure to exchange in-signed originals shall not affect the Agreement's validity in any way.

EXECUTED in multiple originals to be effective as of the date first written above:


Attest:

CITY OF KYLE, TEXAS

By: 
Amelia Sanchez
City Secretary

By: 
Lucy Johnson
Mayor

EB WINDY HILL, L.P.
By its General Partner EBWH, INC.

By: 
Douglas E. Pike
President

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 24 day of June, 2011, by Douglas E. Fike, President of EBWH, Inc., the General Partner of EB Windy Hill, L.P.



Amelia L. Sanchez
Notary Public

EXHIBIT A
FIELD NOTES FOR BOUNDARIES OF PROPOSED
CROSSROADS MUNICIPAL UTILITY DISTRICT

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JESSE B. EAVES SURVEY, ABSTRACT 166, AND THE SAMUEL LITTLE SURVEY, ABSTRACT 286, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 446.80 ACRES OF LAND CONVEYED TO H.H. PHILLIPS IN VOLUME 201, PAGE 19 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 445.11 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pin found on the South right-of-way line of County Road 131, said iron pin also being located at the most northeasterly corner of Lot 27, Block D, of Dove Hills Estates Section One, a subdivision recorded in Volume 2, Page 325 of the Deed Records of Hays County, Texas, said iron pin also being located at the most northwesterly corner of the herein described tract, and also **POINT OF BEGINNING** of the herein described tract,

THENCE, with the new South right-of-way line of said County Road 131 S89°08'29"E, a distance of 2,340.02 feet to an iron pin found, said iron pin being located at a point of curvature to the left,

THENCE, continuing with curve along the new South right-of-way line of said County Road 131 that has a central angle of 12°27'00", a radius of 1628.52 feet, a length of 353.87 feet, a chord of 353.17 feet, and a bearing of N84°38'01"E, to an iron pin found,

THENCE, leaving the new right-of-way line of said County Road 131 and continuing with the old right-of-way line of said County Road 131, S89°59'48"E, a distance of 124.98 feet to a concrete nail, said nail being located along the common line of said Samuel Little Survey and said Jesse B. Eaves Survey, said nail also being located at the most northeasterly corner of the herein described tract,

THENCE, leaving the old right-of-way line of said County Road 131 and continuing with the common line of the Samuel Little Survey and the Jesse B. Eaves Survey S45°23'27"W, a distance of 981.04 feet to an iron pin, said iron pin being a westerly corner of the herein described tract,

THENCE, leaving the common line of the Samuel Little Survey and the Jesse B. Eaves Survey S44°46'41"E, a distance of 134.69 feet to an iron pin found, said iron pin being located at the West corner of a 7.771 acre tract of land conveyed to Alice Rios in Document 9925762 of the Deed Records of Hays County, Texas,

THENCE, continuing along an eastern line of the herein described tract S45°05'21"E, a distance of 1,003.31 feet to an iron pin found, said iron pin being located at the South corner of a 9.998 acre tract of land conveyed to Ronald D. Holifield and Melodie A. Holifield in Volume 1324, Page 651 of the Deed Records of Hays County, Texas,

THENCE, continuing along an east line of the herein described tract S44°42'12"E, a distance of 181.24 feet to a concrete nail, said nail being located at the North corner of a 100.15 acre tract of land conveyed to Ray E. Jones and Annie B. Jones in Volume 1135, Page 868 of the Deed Records of Hays County, Texas, said nail also being located at an East corner of the herein described tract,

THENCE, with the North line of said Jones Tract, S45°25'00"W, a distance of 1,662.52 feet to an iron pin, said iron pin being located at the West corner of said Jones Tract, said iron pin also being located at an East corner of the herein described tract,

THENCE, with the East line of said Jones Tract S44°45'16"E, a distance of 2,630.83 feet to a concrete nail, said nail being located at the South corner of said Jones Tract, said nail also being located at the most easterly corner of the herein described tract, said nail also being located on the North right-of-way line of County Road 157,

THENCE, with the North right-of-way line of said County Road 157 S45°00'00"W a distance of 3,404.46 feet to a concrete nail found, said nail being located at the most easterly corner of Lot 94 of Sunrise Acres, a subdivision recorded in Volume 2, Page 346 of the Deed Records of Hays County, Texas, said nail also being located at the most southern corner of the herein described tract,

THENCE, leaving the North right-of-way line of said County Road 157 and continuing with the most westerly line of said Sunrise Acres the following three (3) courses and distances:

- (1) N44°43'39"W, a distance of 2,207.70 feet to an iron pin found,
- (2) N44°53'47"W, a distance of 969.22 feet to an iron pin found,
- (3) N44°48'29"W, a distance of 758.82 feet to an iron pin found, said iron pin being located at the most northerly corner of said Sunrise Acres, said iron pin also being located at the most westerly corner of the herein described tract,

THENCE, with a west line of the herein described tract N44°38'24"E, a distance of 1,058.81 feet to an iron pin, said iron pin being located at an angle point of Lot 25, of Dove Hills Estates Section Two, a subdivision recorded in Volume 3, Page 179 of the Deed Records of Hays County, Texas,

THENCE, with an eastern line of said Dove Hills Estates Section Two the following four (4) courses and distances:

- (1) N44°52'26"E, a distance of 1,105.77 feet to a 60d nail found,

- (2) N44°51'31"E, a distance of 661.25 feet to an iron pin found,
- (3) N44°50'37"E, a distance of 399.21 feet to an iron pin found,
- (4) N44°44'50"E, a distance of 175.19 feet to an iron pin, said iron pin being located at the most westerly corner of Lot 12 of said Dove Hills Estates Section Two,

THENCE, leaving the eastern line of said Dove Hills Estates Section Two N44°44'50"E, a distance of 14.18 feet to an iron pin found, said iron pin being located at an angle point for the herein described tract,

THENCE, S84°26'55"W, a distance of 19.78 feet to an iron pin found, said iron pin being located at the most northerly corner of said Lot 12 of Dove Hills Estates Section Two,

THENCE, with a north line of said Dove Hills Estates Section Two the following four (4) courses and distances:

- (1) S87°52'28"W, a distance of 456.24 feet to an iron pin found,
- (2) S87°51'08"W, a distance of 526.71 feet to an iron pin found,
- (3) S87°47'58"W, a distance of 300.16 feet to an iron pin found,
- (4) S89°38'13"W, a distance of 46.72 feet to a 60d nail found in post, said nail being located at the common corner of Lot 1 of Dove Hills Estates Section Two and Lot 15 of Dove Hills Estates Section One, said nail also being located at an east corner of the herein described tract,

THENCE, with the east line of said Dove Hills Estates Section One the following nine (9) courses and distances:

- (1) N08°33'38"E, a distance of 336.88 feet to an iron pin,
- (2) N25°12'16"E, a distance of 56.49 feet to an iron pin found,
- (3) N25°12'16"E, a distance of 362.11 feet to an iron pin found,
- (4) N09°01'18"E, a distance of 41.65 feet to an iron pin found,
- (5) N08°24'13"E, a distance of 276.06 feet to an iron pin found,
- (6) N08°11'26"E, a distance of 179.37 feet to an iron pin found,
- (7) N08°18'28"E, a distance of 158.36 feet to an iron pin found,
- (8) N08°19'18"E, a distance of 315.02 feet to an iron pin found,
- (9) N08°40'18"E, a distance of 230.02 feet to the **POINT OF BEGINNING**, containing the 445.11 acres tract of land.

EXHIBIT B100.263ACRES
SAMUEL LITTLE SURVEY, ABSTRACT NO. 286
HAYS COUNTY, TEXAS**FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL LITTLE SURVEY, ABSTRACT 286, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 100.15 ACRES OF LAND CONVEYED TO THE JONES FAMILY TRUST #2 IN VOLUME 1135, PAGE 868 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 100.263 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found on the northwest line of County Road 157, also known as Goforth Road, also being the southern most corner of Lot 1, Block B, Goforth Village Section One, a subdivision recorded in Volume 4, Page 357 of the Plat Records of Hays County, Texas (P.R.H.C.TX.), also being in the north line of Prairie Wind Road, as recorded in said Goforth Village Section One, also being the eastern most corner of the herein described tract, for the **POINT OF BEGINNING**,

THENCE, with the northwest line of said Goforth Road, and the southeast line of the herein described tract, S44°58'54"W, a distance of 1663.89 feet to a punch hole found in concrete at a fence corner, for the eastern most corner of a 446.80 acre tract of land conveyed to H. H. Phillips in Volume 201, Page 19 of the Deed Records of Hays County, Texas (D.R.H.C.TX.), also being the southern most corner of the herein described tract,

THENCE, crossing said Phillips tract the following two (2) courses and distances, numbered 1 and 2,

1. N44°45'16"W, a distance of 2630.83 feet to an iron rod found, for the western most corner of the herein described tract, and
2. N45°25'00"E, a distance of 1662.52 feet to a concrete nail found at a fence corner, being an eastern corner point of said Phillips tract, also being a point on the western property line of a 10.00 acre tract of land conveyed to Charles Carter in Volume 1184, Page 114 of the D.R.H.C.TX., also being the northern most corner of the herein described tract,

THENCE, leaving said Phillips tract and following the southwest line of said Carter tract and the southwest line of a 10.00 acre tract of land conveyed to Russell Breaux, III, in Volume 2187, Page 792 of the Official Public Records of Hays County, Texas, S44°07'42"E, a distance of 195.68 feet to an iron rod set for a point of intersection of the herein described tract,

THENCE, continuing with the southwest line of said Breaux Tract, S48°35'47"E, a distance of 173.03 feet to an iron rod found at the southwest corner Lot 7, Calvin V. Lynch Subdivision,

100.263 ACRES
SAMUEL LITTLE SURVEY, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

recorded in Volume 1, Page 116 of the P.R.H.C.TX., also being a point of intersection of the herein described tract,

THENCE, with the southwest line of said Lynch Subdivision, the southwest of that certain 69.97 acre tract of land described in a deed recorded in Volume 207, Page 624 of the D.R.H.C.TX., and the southwest line of said Goforth Village Section One, for the northeast line of the herein described tract, the following five (5) courses and distances, numbered 1 through 5,

1. S44°04'42"E, a distance of 280.19 feet to an iron rod found,
2. S44°10'01"E, a distance of 388.52 feet to an iron rod found,
3. S44°19'25"E, a distance of 341.58 feet to an iron rod set for a point of intersection,
4. S44°08'01"E, a distance of 125.68 feet to an iron rod set for a point of intersection, and
5. S44°54'56"E, a distance of 1113.97 feet to the **POINT OF BEGINNING**, and containing 100.263 acres of land.

Surveyed By:

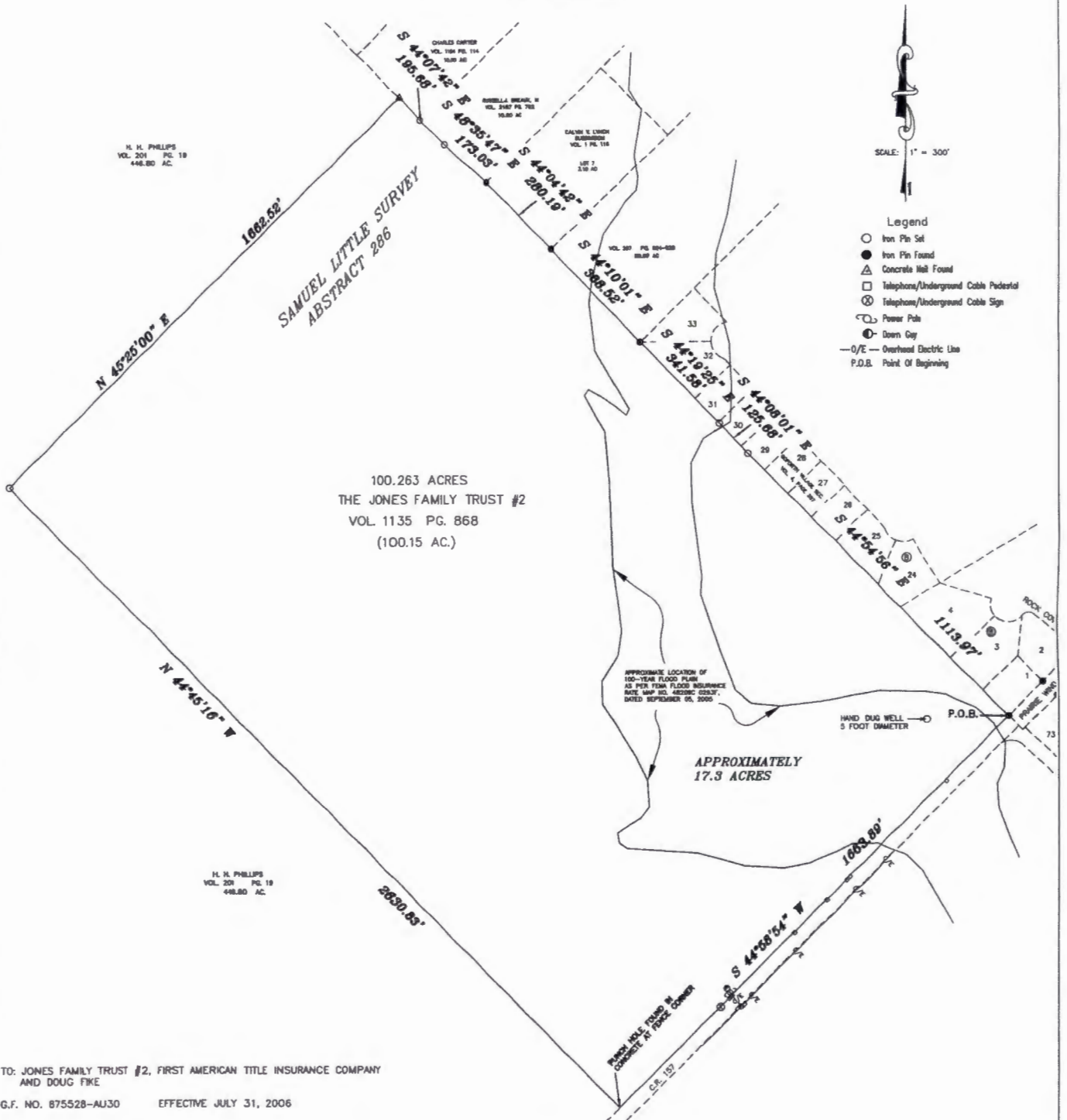
D. R. Rummel, Jr. 11-27-06

Douglas R. Rummel, Jr. ~ R.P.L.S. No. 5780
CARLSON, BRIGANCE & DOERING, INC.
5501 West William Cannon
Austin, Texas 78749
(512) 280-5150 Fax: (512) 280-5165



BEARING BASIS: DERIVED FROM GOFORTH VILLAGE SECTION ONE, RECORDED IN VOLUME 4, PAGE 357 OF THE P.R.H.C.TX.

TITLE SURVEY OF 100.263 ACRES OF LAND OUT OF THE SAMUEL LITTLE SURVEY, ABSTRACT NUMBER 286, SITUATED IN HAYS COUNTY, TEXAS,



SCALE: 1" = 300'

Legend

- Iron Pin Set
- Iron Pin Found
- △ Concrete Well Found
- Telephone/Underground Cable Pedestal
- ⊗ Telephone/Underground Cable Sign
- ⊕ Power Pole
- ⊖ Down Guy
- 0/E- Overhead Electric Line
- P.O.B. Point Of Beginning

TO: JONES FAMILY TRUST #2, FIRST AMERICAN TITLE INSURANCE COMPANY AND DOUG FIKE
 G.F. NO. 875528-AU30 EFFECTIVE JULY 31, 2006

STATE OF TEXAS:
 COUNTY OF HAYS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility assessments or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property IS within a special flood hazard area as designated by the Federal Emergency Management Agency and as shown on the Flood Insurance Rate Map Panel No. 48209C 0293F, dated September 05, 2005, for Hays County, Texas.

Dated, this the 02 day of November 2006.

[Signature]
 DOUGLAS R. RUMMEL, JR. R.P.L.S. NO. 5780
 CARLSON, BRIGANCE AND DOERING, INC.
 5501 West William Cannon
 Austin, Texas 78749
 (512) 280-5160



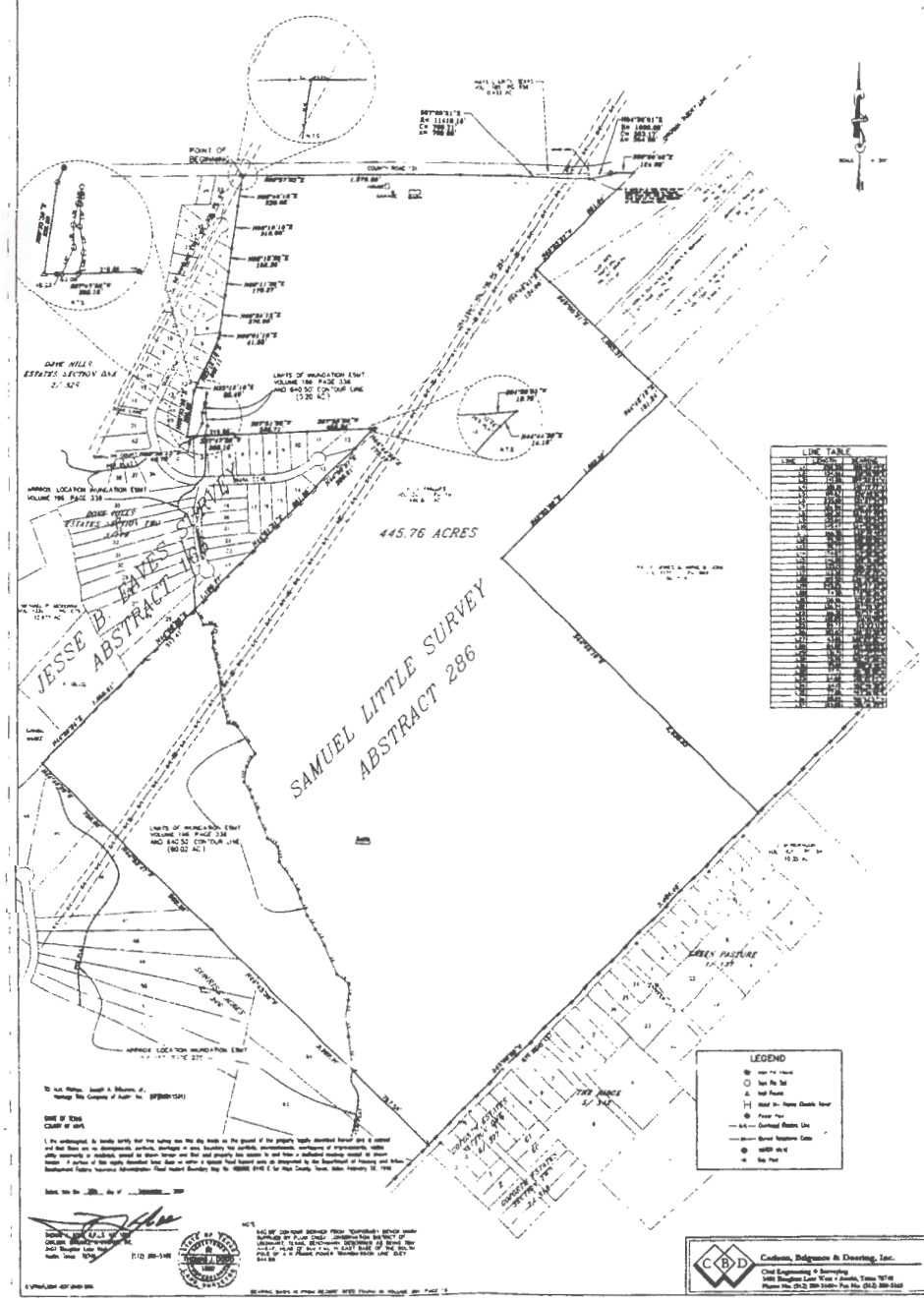
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BEARING BASIS IS DERIVED FROM COFORTH VILLAGE, SEC. 1, RECORDED IN VOL. 4, PG. 357, OF THE P.R.H.C.TX.

Carlson, Brigance & Doering, Inc.

Civil Engineering • Surveying
 5501 West William Cannon • Austin, Texas 78749
 Phone No. (512) 280-5160 • Fax No. (512) 280-5165

SURVEY MAP OF 445.76 ACRES OF LAND OUT OF AND A PART OF THE JESSE B. EAVES SURVEY, ABSTRACT 166 AND THE SAMUEL LITTLE SURVEY, ABSTRACT 286, SITUATED IN HAYS COUNTY, TEXAS



LEGEND

- New to Town
- Not to Set
- A Not Found
- Road to Power Grade Near
- ⊙ Power Line
- Control Station Use
- Survey Station Color
- ⊕ Water Hole
- ⊙ New Well

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|----------|-------------|----------|
| 1 | N 89° 15' E | 112.88 |
| 2 | S 89° 15' W | 112.88 |
| 3 | S 89° 15' W | 112.88 |
| 4 | N 89° 15' E | 112.88 |
| 5 | S 89° 15' W | 112.88 |
| 6 | N 89° 15' E | 112.88 |
| 7 | S 89° 15' W | 112.88 |
| 8 | N 89° 15' E | 112.88 |
| 9 | S 89° 15' W | 112.88 |
| 10 | N 89° 15' E | 112.88 |
| 11 | S 89° 15' W | 112.88 |
| 12 | N 89° 15' E | 112.88 |
| 13 | S 89° 15' W | 112.88 |
| 14 | N 89° 15' E | 112.88 |
| 15 | S 89° 15' W | 112.88 |
| 16 | N 89° 15' E | 112.88 |
| 17 | S 89° 15' W | 112.88 |
| 18 | N 89° 15' E | 112.88 |
| 19 | S 89° 15' W | 112.88 |
| 20 | N 89° 15' E | 112.88 |
| 21 | S 89° 15' W | 112.88 |
| 22 | N 89° 15' E | 112.88 |
| 23 | S 89° 15' W | 112.88 |
| 24 | N 89° 15' E | 112.88 |
| 25 | S 89° 15' W | 112.88 |
| 26 | N 89° 15' E | 112.88 |
| 27 | S 89° 15' W | 112.88 |
| 28 | N 89° 15' E | 112.88 |
| 29 | S 89° 15' W | 112.88 |
| 30 | N 89° 15' E | 112.88 |
| 31 | S 89° 15' W | 112.88 |
| 32 | N 89° 15' E | 112.88 |
| 33 | S 89° 15' W | 112.88 |
| 34 | N 89° 15' E | 112.88 |
| 35 | S 89° 15' W | 112.88 |
| 36 | N 89° 15' E | 112.88 |
| 37 | S 89° 15' W | 112.88 |
| 38 | N 89° 15' E | 112.88 |
| 39 | S 89° 15' W | 112.88 |
| 40 | N 89° 15' E | 112.88 |
| 41 | S 89° 15' W | 112.88 |
| 42 | N 89° 15' E | 112.88 |
| 43 | S 89° 15' W | 112.88 |
| 44 | N 89° 15' E | 112.88 |
| 45 | S 89° 15' W | 112.88 |
| 46 | N 89° 15' E | 112.88 |
| 47 | S 89° 15' W | 112.88 |
| 48 | N 89° 15' E | 112.88 |
| 49 | S 89° 15' W | 112.88 |
| 50 | N 89° 15' E | 112.88 |
| 51 | S 89° 15' W | 112.88 |
| 52 | N 89° 15' E | 112.88 |
| 53 | S 89° 15' W | 112.88 |
| 54 | N 89° 15' E | 112.88 |
| 55 | S 89° 15' W | 112.88 |
| 56 | N 89° 15' E | 112.88 |
| 57 | S 89° 15' W | 112.88 |
| 58 | N 89° 15' E | 112.88 |
| 59 | S 89° 15' W | 112.88 |
| 60 | N 89° 15' E | 112.88 |
| 61 | S 89° 15' W | 112.88 |
| 62 | N 89° 15' E | 112.88 |
| 63 | S 89° 15' W | 112.88 |
| 64 | N 89° 15' E | 112.88 |
| 65 | S 89° 15' W | 112.88 |
| 66 | N 89° 15' E | 112.88 |
| 67 | S 89° 15' W | 112.88 |
| 68 | N 89° 15' E | 112.88 |
| 69 | S 89° 15' W | 112.88 |
| 70 | N 89° 15' E | 112.88 |
| 71 | S 89° 15' W | 112.88 |
| 72 | N 89° 15' E | 112.88 |
| 73 | S 89° 15' W | 112.88 |
| 74 | N 89° 15' E | 112.88 |
| 75 | S 89° 15' W | 112.88 |
| 76 | N 89° 15' E | 112.88 |
| 77 | S 89° 15' W | 112.88 |
| 78 | N 89° 15' E | 112.88 |
| 79 | S 89° 15' W | 112.88 |
| 80 | N 89° 15' E | 112.88 |
| 81 | S 89° 15' W | 112.88 |
| 82 | N 89° 15' E | 112.88 |
| 83 | S 89° 15' W | 112.88 |
| 84 | N 89° 15' E | 112.88 |
| 85 | S 89° 15' W | 112.88 |
| 86 | N 89° 15' E | 112.88 |
| 87 | S 89° 15' W | 112.88 |
| 88 | N 89° 15' E | 112.88 |
| 89 | S 89° 15' W | 112.88 |
| 90 | N 89° 15' E | 112.88 |
| 91 | S 89° 15' W | 112.88 |
| 92 | N 89° 15' E | 112.88 |
| 93 | S 89° 15' W | 112.88 |
| 94 | N 89° 15' E | 112.88 |
| 95 | S 89° 15' W | 112.88 |
| 96 | N 89° 15' E | 112.88 |
| 97 | S 89° 15' W | 112.88 |
| 98 | N 89° 15' E | 112.88 |
| 99 | S 89° 15' W | 112.88 |
| 100 | N 89° 15' E | 112.88 |

To All Whom These Presents Shall Come, I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original survey map as filed in the public records of Hays County, Texas, on this 10th day of July, 1914.

Wm. M. Smith, Surveyor

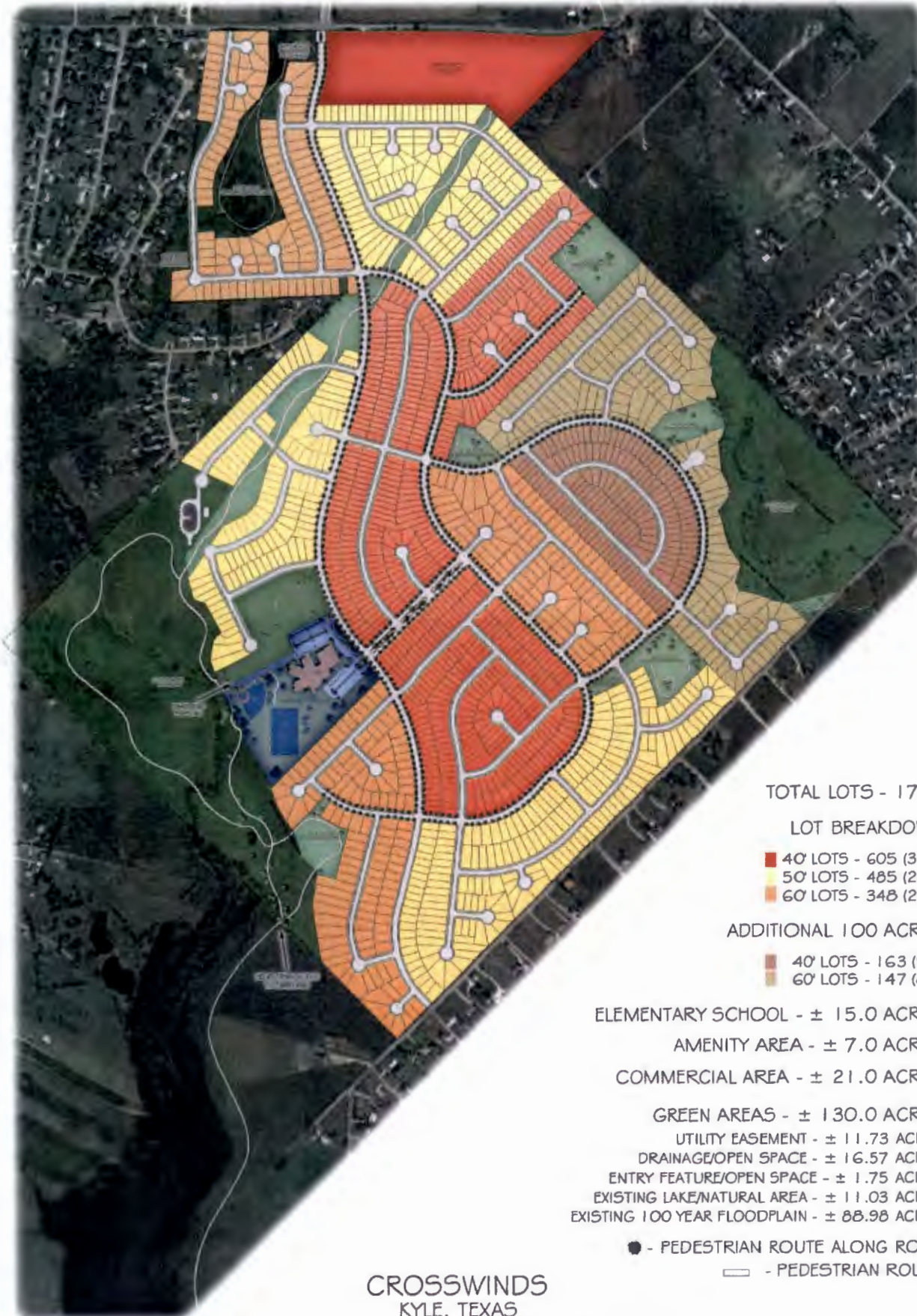
Wm. M. Smith, Surveyor
Hays County, Texas

11022390 OPR Bk Vol Pg
4194 368

CBD
Curtis, Rodgers & Dowling, Inc.
Civil Engineering & Surveying
1401 Shepherd Lane, West / Austin, Texas 78748
Phone No. 512-338-1401 / Fax No. 512-338-1402



www.llevandassociates.net



TOTAL LOTS - 1748

LOT BREAKDOWN

- 40' LOTS - 605 (35%)
- 50' LOTS - 485 (28%)
- 60' LOTS - 348 (20%)

ADDITIONAL 100 ACRES

- 40' LOTS - 163 (9%)
- 60' LOTS - 147 (8%)

ELEMENTARY SCHOOL - ± 15.0 ACRES

AMENITY AREA - ± 7.0 ACRES

COMMERCIAL AREA - ± 21.0 ACRES

GREEN AREAS - ± 130.0 ACRES

UTILITY EASEMENT - ± 11.73 ACRES

DRAINAGE/OPEN SPACE - ± 16.57 ACRES

ENTRY FEATURE/OPEN SPACE - ± 1.75 ACRES

EXISTING LAKE/NATURAL AREA - ± 11.03 ACRES

EXISTING 100 YEAR FLOODPLAIN - ± 88.98 ACRES

● - PEDESTRIAN ROUTE ALONG ROAD

□ - PEDESTRIAN ROUTE

CROSSWINDS
KYLE, TEXAS

ILLUSTRATIVE MASTER PLAN

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2011 11022390

764 ✓

Instrument Number: 2011-11022390

As

Recorded On: September 23, 2011

OPR RECORDINGS

Parties: KYLE CITY OF

Billable Pages: 17

To EB WINDY HILL LP

Number of Pages: 18

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|-------------------------|--------------|
| OPR RECORDINGS | 80.00 |
| Total Recording: | 80.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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User / Station: A Herzog - Cashering #2

CITY OF KYLE

AMELIA SANCHEZ

PO BOX 40

KYLE TX 78640



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk