

**CONSENT AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE
TEXAS AND DEVELOPMENT SOLUTIONS CW, A TEXAS LIMITED PARTNERSHIP
FOR CROSSWINDS DEVELOPMENT AND MUNICIPAL UTILITY DISTRICT**

This "Consent and Development Agreement" ("Agreement") is effective as set forth in Section 6.03 below, and is entered into by and between the City of Kyle, Texas, a Texas municipal corporation ("City") and Development Solutions CW, ~~a Texas limited partnership~~ ("Developer"). City and Developer are sometimes referred to herein as the "Parties". This Agreement supersedes any previous Consent and Development Agreement and/or Amendment to Consent and Development Agreement between City and any previous Developers. The Parties hereby agree as follows:

LLC, a Delaware limited liability company *AKH*

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 "District Tract"), over which the City consented to the creation of a municipal utility district known as Crosswinds Municipal Utility District (the "District");
- B. WHEREAS, the MUD Tract is located within the extraterritorial jurisdiction ("ETJ") of the City;
- C. WHEREAS, Developer has submitted to the City conceptual plans for the development of the MUD Tract, which will be known as the Crosswinds master planned subdivision ("Crosswinds"); References in this Agreement to "Crossroads" are deemed to be references to "Crosswinds." *AKH*
- D. 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;
- E. WHEREAS, Developer will benefit from this Agreement by virtue of the consent for creation of the District 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;
- F. 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;
- H. WHEREAS, City entered into a Development Agreement with a previous owner of the Property, EB Windy Hill LP, a Texas Limited Partnership and approved by City Council on or about June 24, 2011, which Development Agreement was amended on October 3, 2012;

- I. WHEREAS, EB Windy Hill LP sold its interest in the Property to Developer;
- J. WHEREAS, Developer has created a Concept Plan attached hereto as Exhibit B;
- K. WHEREAS, the Parties intend for this Agreement to supersede the previous Development Agreement, dated June 24, 2011 and Amendment No. 1 to the Consent and Development Agreement, dated October 3, 2012.

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-I-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 wherein the location of the lot creates a unique circumstance requiring minor deviations from the specific minimum dimensions;
- (b) The Developer agrees to create a homeowners 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 (residential, commercial, and school structures) coverage limitation for this provision shall be forty percent (40%), and shall be measured/calculated on an "entire Project" 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%) of the non-residential lot unless a variance is obtained from the City's board of adjustment. Developer will include 40% impervious cover in the CC&Rs.
 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. The "spine" road shown on Exhibit B will be in an Eighty (80') foot Right of Way. The roadway, from outside edge of ribbon curb to outside edge of ribbon curb is thirty four feet (34'), which includes two twelve foot (12') lanes and two five foot shoulders (5'). Developer will install a 10' wide concrete sidewalk on the west side and five foot (5') decomposed granite or similar trail-like material on the east side. The roadway will be designed in accordance with Hays County requirements. Additionally, the pavement section will be to City of Kyle standards. Developer will install drainage swales to Hays County standards. Developer will transfer or assign maintenance responsibility of the drainage swales to either the District or to Hays County. This is detailed in the Crosswinds Parkway shown on Exhibit D.
 7. Any other variance sought by Developer, not identified in this section or included in the variance table attached as Exhibit C, must comply with the City's variance process.
- (e) The City and Developer agree that the Property will not include more than 1,500 total lots without the prior written consent of the City and will be in conformity with the percentages in subsection (a) of this Agreement. Provided, however, Developer may reduce the number and/or percentage of 40 foot wide lots and increase the number and/or percentage of either 50 foot wide lots or 60 foot wide lots or both without amending this Agreement.

Section 1.02 Unless otherwise specifically modified herein, all relevant 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) Upon completion of Crosswinds, dedicate and convey to Hays 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), and other similar common areas or public utility easement areas shall be conveyed by Developer to the District, HOA or other appropriate entity, which shall be and remain responsible for the upkeep and maintenance thereof;
- (b) 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;
- (c) Comply with all relevant ordinances, which apply to the ETJ with the exception of the Variances contained in this Agreement and/or Exhibit C;
- (d) Submit plats to the City for approval, which shall not be unreasonably withheld;
- (e) Design drainage facilities to City design standards;
- (f) The District and/or Hays County will inspect and approve all phases of the construction of the Project's Street and Drainage Facilities. The City has the right to inspect all phases of the construction of the Street and Drainage Facilities. Such inspections shall be at the sole costs of the City. The District will give written notice to the City of the date when construction of any portion of the Drainage Facilities is scheduled to commence so that the City may assign an inspector.
- (g) Reserve approximately 10 acres from the District boundaries that will be reserved for commercial use. Owner and City may enter an agreement for annexation for limited purposes pursuant to a Strategic Partnership Agreement under Chapter 43, *Local Gov't. Code* solely for the commercial property;
- (h) Design and construct the water supply system to meet fire flow standards;
- (i) Provide City a copy of each utility bond issue application filed by the District with the TCEQ;
- (j) Agree that the District debt issued will not cause the projected District ad valorem tax rate per TCEQ guidelines applicable to "projected growth" bond approvals to exceed applicable TCEQ guidelines;
- (k) Agree that the land uses shown in the Concept Plan attached as Exhibit B will not be changed without the prior written approval of City. Provided, however, in order to provide flexibility with respect to certain details of the development of the Project, Developer may seek changes in the location and configuration of the use classifications shown on the Concept Plan, including changes within the proposed residential, commercial, mitigation land or open space areas shown on the Concept Plan as long as overall density does not exceed 1,500 lots and/or the "mix" in Section 1.01(a) is not less

than minimum percentage of 4,800 sq. ft. lots. Such changes may be granted administratively by the City Manager or his designate.; and

- (l) 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. Developer agrees to install "purple pipe" for all public areas that require irrigation, including rights of way, parks, etc. for the use of treated effluent when such treated effluent becomes available.
- (g) (m) 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.

Section 2.02 City hereby agrees as follows:

- (a) The City acknowledges that the Developer created a conservation and reclamation district named "Crosswinds Municipal Utility District" over the MUD Tract.
- (b) City has consented to the creation of the District over the MUD Tract.
- (c) The District has and will exercise all powers permitted by Chapters 49 and 54, Texas Water Code or any other applicable statute.
- (d) The City has consented to legislation to add roadway powers to the Crosswinds Municipal Utility District and the District may exercise such power pursuant to such legislation.

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.

**ARTICLE III
ASSIGNMENT OF DEVELOPER RIGHTS AND OBLIGATIONS;
District 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 The District shall notify the City of the District's acceptance of this Agreement insofar as it relates to the District.

ARTICLE IV ANNEXATION

Section 4.01 Owner approves this Agreement and shall be considered for all purposes a valid and legally sufficient request and petition by Owner, binding on successor owners of land in the District, to extend the city limits (i.e., incorporated municipal boundary) of the City to include the land in the District within the City's municipal limits so long as such annexation is in compliance with the requirements below. No additional petitions from the Owner or any successor owners of land in the District are necessary for annexation. Owner acknowledges and agrees that this annexation request can only be revoked by mutual agreement of Owner and the City.

Section 4.02 After 20 years from the effective date of this Agreement, the City shall have the right to annex any part of the District if all supporting infrastructure has been completed to serve the developable acreage being annexed and the following conditions are met:

1. Owner has been fully reimbursed for the water, wastewater, drainage and roadway facilities constructed or provided on behalf of the District and other reimbursable costs of serving the developable acreage within the District that is subject to annexation in accordance with the Texas Water Code, any special legislation relating to the District, and the rules and standards of TCEQ or successor agency and Office of the Attorney General; and
2. The City assumes all obligations, debts and liabilities of the District as provided by Chapter 43 of the Texas Local Government Code.

Upon review and satisfaction of these conditions to annexation, the City may, but will not be required to, annex the District. The City agrees that the submission of a request for annexation will not be required in connection with the subdivision of any property located within the District.

ARTICLE V MISCELLANEOUS PROVISIONS

Default

Section 5.01 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 from the date of the receipt of notice without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

Force Majeure

Section 5.02 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, 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 5.03 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 5.04 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 email (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

If to the Developer:

Development Solutions CW, LLC
Attn: Greg Rich
12222 Merit Drive, Suite 1020
Dallas, Texas 75251

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

ARTICLE VI. MISCELLANEOUS PROVISIONS

Term

Section 6.01 This Agreement shall be effective for twenty (20) years from the Effective Date and an automatic extension of 20 years 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 6.02 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. Provided, further, that this Agreement supersedes any previous development and consent agreements and any amendments thereto.

Effective Date

Section 6.03 "Effective Date" means the date the Agreement is fully executed by all parties.

Texas Law Governs

Section 6.04 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 6.05 It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Execution

Section 6.06 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 ink-signed originals shall not affect the Agreement's validity in any way.

EXHIBIT A

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 comer 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 comer 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 founds 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 comer 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 comer 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 comer 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°05'2r"E, a distance of 1,003.31 feet to an iron pin found, said iron pin being located at the South comer 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 comer 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 comer 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 comer of said Jones Tract, said iron pin also being located at an East comer 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 comer of said Jones Tract, said nail also being located at the most easterly comer 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 comer 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 comer 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 coma: of said Sunrise Acres, said iron pin also being located at the most westerly comer 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 comer 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 comer 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°5r08"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 comer 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 comer 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°0ri8"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°1'26"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 B



File: 1307-11-11-10-Development-Improvements-02-Concept.rvt

Crosswinds

Kyle, Texas

EXHIBIT B - Concept Plan

SCALE: 1" = 300'
 DATE: 07-06-2015



Aerial Photography circa October 2014

712 Oakgrove Avenue, Suite 100
 Austin, TX 78754
 Tel: (512) 488-0812 Fax: (512) 488-0814
 www.rivl.com



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EXHIBIT C

Crosswinds Development - Kyle, Texas

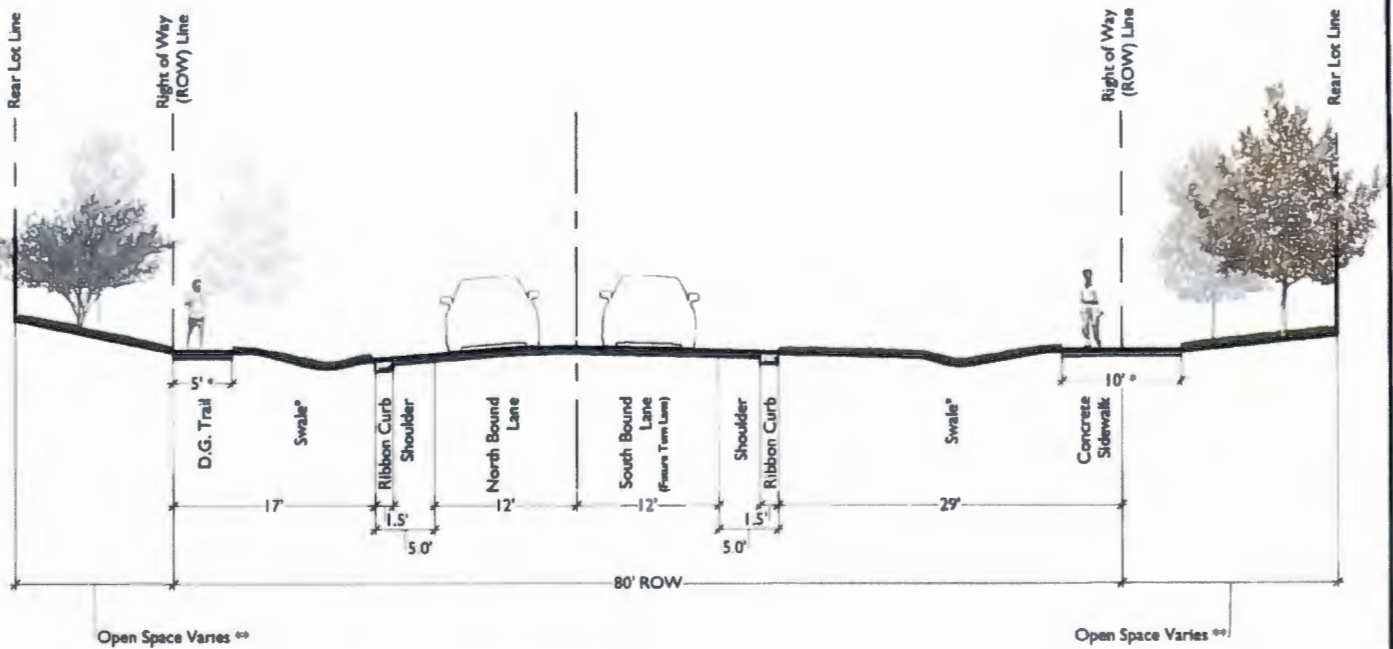
EXHIBIT C - LIST OF VARIANCES & ALTERNATIVE STANDARDS

#	Ordinance	Description	Requirement	Requested Variance	Justification
City of Kyle - Chapter 41 Subdivisions					
1	Sec. 41-136 (a) (Chart 1)	Lots	Sets minimum lot street line width to 35 feet in R-1-A Land Use District	For those lots which have 35% or more frontage on a full- or eyebrow cul-de-sac, the lot width will be calculated as the horizontal distance between the side lines of the lot, measured at the minimum required front yard (building setback) line.	To accommodate irregular shaped lots that may occur at cul-de-sacs or knuckles.
2	Sec. 41-137 (a)	Streets	Subdivision layout should provide for a minum practical number of intersections with major arterials, intersections should be at intervals of not less than 800 feet.	Allow intersections at lengths not less than 350'.	This will improve overall traffic flow and access to the residential lots. Spacing is to accommodate IFC regulation of having 2 access points to all areas with 30 or more lots.
3	Sec. 41-137 (c)	Streets	Provide projection of streets into future adjoining subdivisions at a minimum 1,000 feet.	Street projections will be provided approximately in accordance with the concept plan.	The current layout provides for street projection into lots that could be subdivided in the future.
4	Sec. 41-137 (e)(1)	Streets	Minimum centerline curve radius for local streets is 275 feet.	Minimum centerline curve radius for local streets will be 200 feet.	Complies with AASHTO standards relative to proposed design speeds and Hays County requirements for urbanized local roadways.

#	Ordinance	Description	Requirement	Requested Variance	Justification
5	Sec. 41-137 (g)(4)	Streets	Minimum curb radius 25 feet	Minimum curb radius 15 feet for local streets.	To better accommodated smaller residential lot sizes in suburban setting. Proposed curb radius meets City of Austin requirements. Preliminary approval granted by Fire Chief Kyle Taylor
6	Sec. 41-137 (k)(1)	Streets	Local street pavement width to be 30 feet and Right-of-Way width to be 60 feet.	Local street pavement width to be 28 feet and Right-of-Way width to be 50 feet.	To better accommodate smaller residential lot sizes in a suburban setting. Meets Hays County requirements for urbanized local roadways.
7	Sec. 41-137 (k)(3)	Streets	Need minimum 150 feet of divided street entrance when connecting to a collector road.	No divided entry when connecting to a collector road in Phase I. Developer agrees to build divided entry. Timing of construction of divided entry will be discussed in Phase II.	Shadow Creek Boulevard is undivided so it is not feasible to construct an undivided road at the intersection.
8	Sec. 41-138(a)	Curbs and Gutters	Curbs and Gutters required to be constructed on all streets.	Curb and gutter is not required on Crosswinds Parkway.	Hays County (who maintains the road) prefers ribbon curb with roadside swales
9	Sec. 41-143(a)	Sidewalks	Sidewalks are required on both sides of the streets in residential subdivision.	A decomposed granite trail can be constructed on one side of Crosswinds Parkway in lieu of concrete sidewalk.	This creates a more aesthetic roadways section, and will allow connectivity to other trails and parks throughout the subdivision.
10	Sec. 41-143(a)	Sidewalks	Sidewalks shall be two feet from curb	Sidewalk shall be located one foot from the right of way	To allow room for the fire hydrant

#	Ordinance	Description	Requirement	Requested Variance	Justification
11	Sec. 41-134(a)(4)	Inspection of Construction	Contractor or developer to pay city's costs and expenses for the required construction inspection	Contractor or developer are not required to pay city's costs and expenses for the construction inspections. The District and Hays County will perform all required inspections.	To avoid duplication of costs.

EXHIBIT D



Notes:

- * Location of trail, concrete sidewalk, and swales are not fixed, but rather they meander in and out of the ROW boundary. 5' trail dimension is kept consistent.
- ** Distance between the back of lot and ROW varies based on plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which will be deemed to be an original and of equal force and effect this 30 day of July, 2015.

CITY OF KYLE

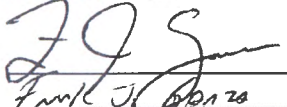
BY: 

R. Todd Webster, Mayor

ATTEST:


Amelia Sanchez, City Secretary

APPROVED AS TO FORM:


Frank J. Corona, City Attorney

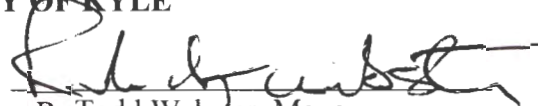
Development Solutions CW, LLC

BY: 

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CITY OF KYLE

BY:



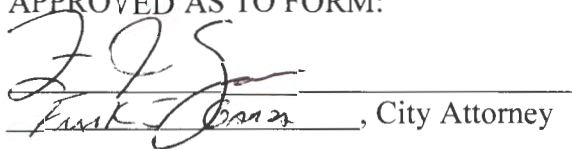
R. Todd Webster, Mayor

ATTEST:



Amelia Sanchez, City Secretary

APPROVED AS TO FORM:



, City Attorney

Development Solutions CW, LLC

BY:

Greg Rich