

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR THE SUNSET HILLS SUBDIVISION**

This Amended and Restated Development Agreement ("Agreement") for the Sunset Hills Subdivision amends and restates that certain Tri-Party Development Agreement executed on April 11, 2007 (the "2007 Agreement" by and among the City of Kyle, Texas, a Texas municipal corporation (the "City"), The Meadows at Kyle, Ltd., a Texas limited partnership ("Kyle I"), and The Meadows at Kyle II, Ltd., a Texas limited partnership (the "Developer", and, together with the City, the "Parties" and, individually, a "Party") , as amended by (i) the First Amendment to the 2007 Agreement executed by Kyle I, Developer and the City on April 30, 2008 (the "First Amendment"), (ii) the Second Amendment to the Original Agreement executed by Kyle I, Developer and the City on August 24, 2011 (the "Second Amendment"), and (iii) the Third Amendment to the Original Agreement executed by Kyle I and the City on February 23, 2016 (the "Third Amendment", and the 2007 Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, being the "Original Agreement").

Recitals

A. **WHEREAS**, Kyle I was the owner of approximately 80.46 acres of land out of the John N. Franks Survey No. 3, Abstract No. 178, the John N. Franks Survey No. 17, Abstract No. 177, and the August Reuss Survey No. 13, Abstract No. 397, in Hays County, Texas, being out of 195.9 acres as described in/under Vol. 345, Page 629 of the deed records of Hays County, Texas, said 80.46 acre tract of land ("The Meadows at Kyle"); and

B. **WHEREAS**, on September 13, 2012, Kyle I assigned, transferred and conveyed The Meadows at Kyle to a third party, together with certain appurtenances, plans and development rights, and thereafter Kyle I was dissolved; and

C. **WHEREAS**, the Parties acknowledge and agreement that The Meadows at Kyle

has been substantially developed and platted (in multiple phases) in compliance with the terms and conditions of the Original Agreement; and

D. **WHEREAS**, the Developer is the owner of approximately 52.99 acres of land out of the T. J. Allen Survey, Abstract No. 26, and the Elisha Pruett Survey, Abstract No. 376, in Hays County, Texas, being a portion of a 56.01 acre tract of land conveyed to Paula Joy Edwards (Beneficiary) by Substitute Trustee's Deed, dated December 6, 1988, recorded in Vol. 761, Page 671 of the real property records of Hays County, Texas, said 52.99 acre tract of land as more particularly described on Exhibit A hereto (the "Subdivision"); and

E. **WHEREAS**, the Subdivision has been annexed into the City; and

F. **WHEREAS**, the Developer has from time to time submitted to the City concept plans for the development of the Subdivision"); and

G. **WHEREAS**, the Developer desires to (i) develop the Subdivision in accordance with all applicable statutes, rules and ordinances, except as may be otherwise modified as set forth herein, and (ii) obtain wastewater service for the Subdivision; and

H. **WHEREAS**, the Developer will benefit from this Agreement because of (i) the wastewater services that will be made available to the Subdivision, and (ii) the variance(s), accommodations and clarifications set forth in Article I hereof; and

I. **WHEREAS**, the City will benefit from this Agreement because of (i) the extension of the City's wastewater system to the Subdivision; (ii) the expanded customer base and resulting income that the City will realize; and (iii) the acquisition of the Parkland without any cash outlay by the City for use in the City's plans for a regional park; and

J. **WHEREAS**, the Developer desires to amend and restate the Original Agreement as set forth herein.

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

Pursuant to Chapter 212.172, Loc. Gov't Code, the City and the Developer hereby agrees as follows:

(1) The Subdivision shall be developed in conformity with the zoning requirements specified as R-1-3;

(2) The respective home owners' association ("HOA"), to whom the HOA's parks will be dedicated or conveyed, shall retain the discretion to preserve their respective parks in their natural state and nothing herein shall be construed to require the respective HOAs to improve any park or alter the natural state of any park unless the applicable HOA chooses to otherwise take such action;

(3) To the extent that the City concludes that a variance is necessary under its current codes, ordinances, and/or regulations to develop the Subdivision, the Developer shall be granted the following variances:

(4) All home plans will be reviewed by the city for appropriate façade requirements prior to building permits being issued.

(a) The maximum number of single-family residential lots for the Subdivision

shall be two hundred fifteen (215), for a total post-development residential density of 4.06 dwelling units per acre;

(b) The minimum size for each single-family home shall be one thousand four hundred (1,400) square feet.

(d) The building coverage limitation shall be as set forth in chart 2 of the City Zoning Ordinance, Section 53.33(l); provided that.

(i) The definition of “Main Building” for purposes of Section 53.33(l) chart 2, shall mean the area of a lot covered by the principal building or roofed areas, as measured along the outside wall at ground level, and including all projections,

(ii) The definition of “Accessory Building” for purposes of Section 53.33(l) chart 2, shall mean the area of a lot covered by accessory buildings or roofed areas (other than the main Building), as measured along the outside wall at ground level, and including all projections, and

(iii) For purposes of determining “Maximum Lot Coverage” for purposes of Section 53.33(l) chart 2, only the area of the applicable lot covered by the main Building and Accessory Buildings shall be calculated. Features such as patios, sidewalks, driveways, etc., to the extent that they do not constitute a Building, shall not be considered in the calculation of Maximum Lot Coverage to determine compliance therewith;

(e) As depicted on Exhibit B hereto,

(i) on and along each street and roadway in the Subdivision (other than the entry to the Subdivision) shall be fifty feet (50') wide, provided that Monarch Utilities is the water provider for the Subdivision; and

(ii) On and along the entry road in the Subdivision shall be eighty feet (80') wide.;

(f) There will be a stone (Fencecrete) wall along Bebee Road and on all lots adjacent to the city parkland.

(4) The Parties acknowledge and agree that approximately 13.24 acres of real property adjacent to the Subdivision (as more particularly described on Exhibit C hereto (the "Parkland")) was previously dedicated to the City at no cost to the City; and

(5) Unless otherwise set forth herein, all applicable codes, ordinances, regulations and rules shall apply to the Subdivision. In the event of a conflict between the provisions of this Agreement and any such codes, ordinances, regulations or applicable rules, this Agreement shall control.

ARTICLE II

Obligations of the Parties

2.1. The Developer shall perform, or cause to be performed, each of the following:

(a) Develop all single family residential lots in the Subdivision in conforming with the zoning requirements specified as R-1-3 and Chapter 41 of the Subdivision Ordinance, as modified hereby;

(b) At the time of final plat recordation, dedicate and convey to the City, the respective streets, lift station site (each of which shall have public access), easements, detention and drainage facilities, and rights-of-way shown on the final plats; provided, however, that the fee simple title to any entry features, the HOA parks, trail systems (each of which shall have public access), and other common areas shall be conveyed by the Developer to the appropriate HOA, which shall be and remain responsible for the upkeep and maintenance thereof;

(c) Construct off-site Wastewater Facilities to the boundary of the Subdivision, as described on Exhibit D hereto using existing City 10" gravity wastewater line located at Bebee Road and Dacy Lane and including an onsite (___GPD[B1]) lift station and a 6" offsite force main on the site depicted on Exhibit E hereto, which facilities shall be sized to reserve twenty five (25) living unit equivalents (LUEs) for the Parkland; provided however, that the City reserves the right to upsize such facilities at its sole cost and expense, and the Developer shall, so long as the City has not indicated or otherwise taken any action to upsize or otherwise modify such wastewater lines or facilities, commence construction of such facilities on or before April 17, 2019;

(d) During the construction of the first phase of single family homes in the Subdivision, design and construct, at the Developer's sole cost and expense and, as depicted on Exhibit B hereto,

(i) a left-turn lane into the Subdivision at the main entrance thereof; and

(ii) Secondary emergency access into the Subdivision,

(e) So long as the City has not indicated or otherwise taken any action to upsize or otherwise modify wastewater lines or facilities pursuant to clause (c) above or otherwise taken any action which would hinder or delay the Developer, commence construction of all off-site improvements related to the Subdivision on or before April 17, 2019 or this Agreement shall terminate.

2.2. The City hereby agrees:

(a) Subject to compliance with all applicable development standards set forth in the City's codes and ordinances (except as may be otherwise modified hereby), to approve the preliminary plats for the Subdivision (a single phase or two-phase development), including any amendments thereto so long as such amendments are consistent with the concept plans submitted to the City, which approval by the City shall in no event expire in fewer than five (5) years;

(b) That the (i) dedication/conveyance of the Parkland to the City, and (ii) payment by the Developer of \$300 per single family residential lot to the City at the time of final platting of each phase of lots on each plat within the Subdivision satisfied the City's "park fees" requirement for the Subdivision;

(c) To use the amounts paid by the Developer pursuant to clause (b) of this Section 2.2 for improvements at the city park currently known as "Kyle Vista Park"; and

(d) That the existing City wastewater system is sufficient to serve the Subdivision and interconnect with the wastewater facilities to be constructed by the Developer pursuant to Section 2.1(c) above, that upon completion of such wastewater facilities, the City shall accept dedication thereof and maintain such without any further obligation of the Developer.

2.3 The Parties shall:

(a) Execute and file an appropriate Memorandum of Record in the real property records of Hays County, Texas, with respect to the subject matter of this Agreement;

(b) Make appropriate notation(s) on the preliminary and final plats of the Subdivision;

(c) Execute and record appropriate CCRs for the Subdivision prior to Final Plat acceptance by the City, which CCR's shall have been reviewed by the City to ensure that adequate funding exists for applicable HOAs to comply with the minimum maintenance requirements for property identified as HOA property, within the Subdivision; and

(d) Hereby acknowledge that Monarch Utilities is anticipated to provide water service to the Subdivision, in sufficient quantities to service the Subdivision as required in City ordinances. The Developer hereby agrees not to commence construction of any improvements related to water services until the Developer have provided "will serve" letters from the water supplier to the City.

ARTICLE III

Assignment of Commitments and Obligations

3.1. The Developer may assign its rights and obligations under this Agreement to one or more purchasers of all or part of the Subdivision.

3.2. This Agreement shall be binding upon the Parties, their purchasers, successors and assigns.

Article IV

Miscellaneous Provisions

Default

4.1. The Developer shall be in default hereunder in the event that it

(a) fails or refuses to construct the off-site wastewater infrastructure described in Section 2.1(c) hereof, or

(b) breaches any other term of this Agreement.

4.2. An "Event of Default" shall occur in the event that (a) the City gives written notice to the Developer specifying in reasonable detail the nature of the default (the "Notice of Default") and, (b) the Developer fails to cure such default in a reasonable manner within thirty (30) days after the date of receipt of such Notice of Default, or fails to take reasonable

steps to secure and give reasonable assurances to City that such default will be cured or rectified within a reasonable period of time and diligently pursue such cure to completion.

4.3. Upon the occurrence of an Event of Default, the City may terminate this Agreement by delivering written notice to the Developer stating that this Agreement has terminated (the "Notice of Termination"), and this Agreement shall terminate as and from the day, specified as the termination date in the Notice of Termination.

Force Majeure

4.4. 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, earthquakes; fire, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other events which prevent performance by a Party (the "Affected Party") and are not reasonably within the control of such Party.

4.5. Upon the occurrence of an event of force majeure, the Affected Party shall give written notice fully describing the event of force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Affected Party, to the extent affected by the force majeure, shall be suspended during the continuance of the Affected Party's inability to perform. The Affected Party shall endeavor to remove or overcome such inability to perform with all reasonable dispatch.

Notices

4.6 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 transmission, 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; (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; and (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 The Meadows at Kyle II, Ltd.:	With a copy to:
Gary Duncan 506 Galisteo St. Santa Fe, New Mexico 87501 Telecopier: (505) 982-8987	Warren Stigall 6212 Harwin Lane Austin, Texas 78745 Telecopier: (512) 383-1226
If to the City of Kyle:	With a copy to:
City of Kyle Attn: City Manager P.O. Box 40 Kyle, Texas 78640 Facsimile: (512) 268-3987	Davidson Troilo Ream & Garza A Professional Corporation 601 N.W. Loop 410, Suite 100 San Antonio, Texas 78216 Facsimile: (210) 349-0041

A Party may change the address for notice to it by giving notice of such change to the other Party in accordance with the provisions of this Section.

Term

4.7. This Agreement shall be effective until _____, 20__ unless terminated earlier pursuant to Section 4.3 hereof.

Entire Agreement

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

Effective Date

4.9. This Agreement shall be effective upon execution by all Parties and, thereafter, the Original Agreement shall cease to have any force or effect and shall be superseded by this Agreement.

Texas Law Governs

4.10. 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 lie exclusively in Hays County, Texas.

Time of the Essence

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

Execution

4.12 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 or electronic signatures sent to each Party solely for the purpose of evidencing such 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 or electronic 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF KYLE, TEXAS

By: _____

Name: _____

Title: _____

THE MEADOWS AT KYLE II, LTD

By: The Meadows at Kyle Development Co. II, LLC, General Partner

By: _____

Name: George Gary Duncan

Title: Manager

**Development Agreement
Sunset Hills Subdivision
Kyle, TX**

Exhibit Table of Contents

- A. Land Description (Metes & Bounds and Survey)
The Property – Sunset Hills Subdivision**
- B. Subdivision Rights of Way (ROW)
Typical Cross Section**
- C. Parkland**
- D. Subdivision Wastewater Facility
Onsite Lift Station and Offsite Force-main**

Exhibit A

52.990 ACRES
ELISHA PRUETT SURVEY NO. 23, ABSTRACT NO. 376
THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26
HAYS COUNTY, TEXAS
TITLE SURVEY

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ELISHA PRUETT SURVEY NUMBER 23, ABSTRACT NUMBER 376 AND THE THOMAS G. ALLEN SURVEY, ABSTRACT NUMBER 26, SITUATED IN HAYS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN CALLED 52.990 ACRE TRACT OF LAND CONVEYED TO THE MEADOWS AT KYLE II, LTD. IN VOLUME 2984, PAGE 804, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 52.990 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped iron rod found at northeastern corner of said 52.990 acre tract, also being the northwestern corner of Lot 4, Sunflower Acres, a subdivision recorded in Volume 4, Page 18, Plat Records of Hays County, Texas (P.R.H.C.TX.) and also being in the southern line of Lot 37, Block B, Amberwood Phase 3, a subdivision recorded in Volume 11, Pages 147-149 (P.R.H.C.TX.), for the northeastern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said 52.990 acre tract, said Lot 4, Sunflower Acres, Lots 2 and 3 of said Sunflower Acres, the west line of that certain called 12.52 acre tract of land conveyed to Guadalupe and Belen Villegas in Volume 3159, Page 463 (O.P.R.H.C.TX.) and that certain called 13.22 acre tract of land conveyed to The City of Kyle in Volume 3344, Page 684 (O.P.R.H.C.TX.), S14°32'00"W, a distance of 2035.11 feet to a capped iron rod found at the southeastern corner of said 52.990 acre tract, also being the southwestern corner of said 13.22 acre tract and also being in the northern right-of-way line of County Road 122 (A.K.A. Bebee Road) (R.O.W. varies), for the southeastern corner of the herein described tract,

THENCE, with the common line of said 52.990 acre tract and the northern right-of-way line of said County Road 122, the following two (2) courses and distances, numbered 1 and 2,

1. N64°43'18"W, a distance of 890.36 feet to a capped iron rod found marked "RUST" at the beginning of a curve to the left, and,
2. With said curve to the left having a radius of 498.37 feet, an arc length of 69.63 feet, and whose chord bears N68°42'05"W, a distance of 69.57 feet to a ½" iron rod found at the southernmost southwestern corner of said 52.990 acre tract and also being a southeastern corner of that certain called 2.49 acre tract of land conveyed to GTP Towers V, LP in Volume 3581, Page 839 (O.P.R.H.C.TX.), for the southernmost southwestern corner of the herein described tract,

THENCE, with the common boundary line of said 52.990 acre tract and said 2.49 acre tract, the following four (4) courses and distances, numbered 1 thru 4,

1. N22°01'04"E, a distance of 10.09 feet to a ½" iron rod found,
2. N34°57'29"W, a distance of 208.25 feet to a ½" iron rod found,
3. N23°11'38"E, a distance of 230.14 feet to a ½" iron rod found, and
4. N64°47'02"W, a distance of 265.26 feet to a ½" iron rod found at the westernmost southwestern corner of said 52.990 acre tract, also being the northwestern corner of said 2.49 acre tract and also being in the eastern line of that certain called 25.98 acre tract of land conveyed to Kyle Business Park, LP in Volume 2835, Page 819 (O.P.R.H.C.TX.), for the westernmost southwestern corner of the herein described tract,

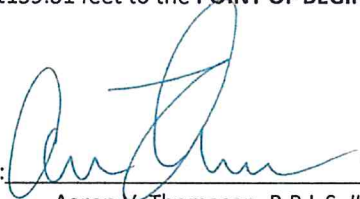
Exhibit A

52.990 ACRES
ELISHA PRUETT SURVEY NO. 23, ABSTRACT NO. 376
THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26
HAYS COUNTY, TEXAS
TITLE SURVEY

THENCE, with the common boundary line of said 52.990 acre tract, said 25.98 acre tract and Amberwood Phase 1, a subdivision recorded in Volume 10, Page 352 (P.R.H.C.TX.), N21°56'09"E, a distance of 1451.85 feet to a calculated point at the northwestern corner of said 52.990 acre tract, also being the northeastern corner of Lot 17, Block B of said Amberwood Phase 1, also being the southwestern corner of Lot 19, Block B of said Amberwood Phase 3 and also being the southwestern corner of Lot 20, Block B of said Amberwood Phase 3, for the northwestern corner of the herein described tract,

THENCE, with the common boundary line of said 52.990 acre tract and said Amberwood Phase 3, S75°25'36"E, a distance of 1139.81 feet to the **POINT OF BEGINNING** and containing 52.990 acres of land.

Surveyed by:

 01 JUL 2014

Aaron V. Thomason, R.P.L.S. #6214
Carlson, Brigrance & Doering, Inc.
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

Exhibit A

TITLE SURVEY OF 52.990 ACRES OF LAND BEING ALL OF A CALLED 52.990 ACRE TRACT CONVEYED TO THE MEADOWS AT KYLE II, LTD. IN VOLUME 2984, PAGE 804 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING SITUATED IN THE ELISHA PRUETT SURVEY NUMBER 23, ABSTRACT NUMBER 376 AND THE THOMAS G. ALLEN SURVEY, ABSTRACT NUMBER 26

VICINITY MAP



SCALE 1" = 200'

LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- POWER POLE
- GUY ANCHOR
- SIGN
- GAS RISER
- MASTER WATER MAINHOLE
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- CHAINLINK FENCE
- /// WOOD FENCE
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- () RECORD INFORMATION (VOLUME 2984, PAGE 804)
- SURVEY LINE (APPROXIMATE LOCATION)

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

10. (i) NO LIABILITY IS ASSUMED BY VIRTUE OF THE FACT THAT THE FENCE(S) DO NOT FOLLOW THE PROPERTY LINE(S), AS SHOWN ON THE SURVEY DATED MAY 11, 2008, BY DAVID KLOTZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5428.
- (j) EASEMENT RIGHTS, IF ANY, OF THAT CERTAIN OVERHEAD UTILITIES, AS SHOWN ON SURVEY DATED MAY 11, 2008, BY DAVID KLOTZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5428.

THIS TRACT IS NOT SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

- (d) EASEMENT EXECUTED BY DICK S. WHITTEN, TO GORFORTH WATER SUPPLY CORPORATION, DATED JUNE 14, 1978, RECORDED UNDER VOLUME 297, PAGE 408 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND BEING EVIDENCE BY SKETCH ATTACHED AND MADE A PART OF INSTRUMENT RECORDED UNDER VOLUME 1193, PAGE 425 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, TO THE EXTENT THAT IT MAY AFFECT SUBJECT TRACT. - easement is not locatable-no evidence of water appearance found on tract
- (e) EASEMENT EXECUTED BY DICK S. WHITTEN, TO GORFORTH WATER SUPPLY CORPORATION, DATED JUNE 14, 1978, RECORDED UNDER VOLUME 297, PAGE 409 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND BEING EVIDENCE BY SKETCH ATTACHED AND MADE A PART OF INSTRUMENT RECORDED UNDER VOLUME 1193, PAGE 425 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, TO THE EXTENT THAT IT MAY AFFECT SUBJECT TRACT. - easement is not locatable-no evidence of water appearance found on tract

TITLE COMMITMENT OF# 01242-25590.

TO: KB HOME LONE STAR, INC., THE MEADOWS AT KYLE II, LTD., GRACY TITL

EFFECTIVE DATE: JUNE 10, 2014.

STATE OF TEXAS:
COUNTY OF TRAVIS:

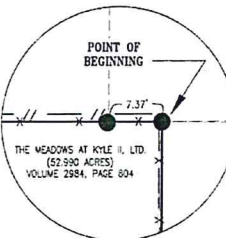
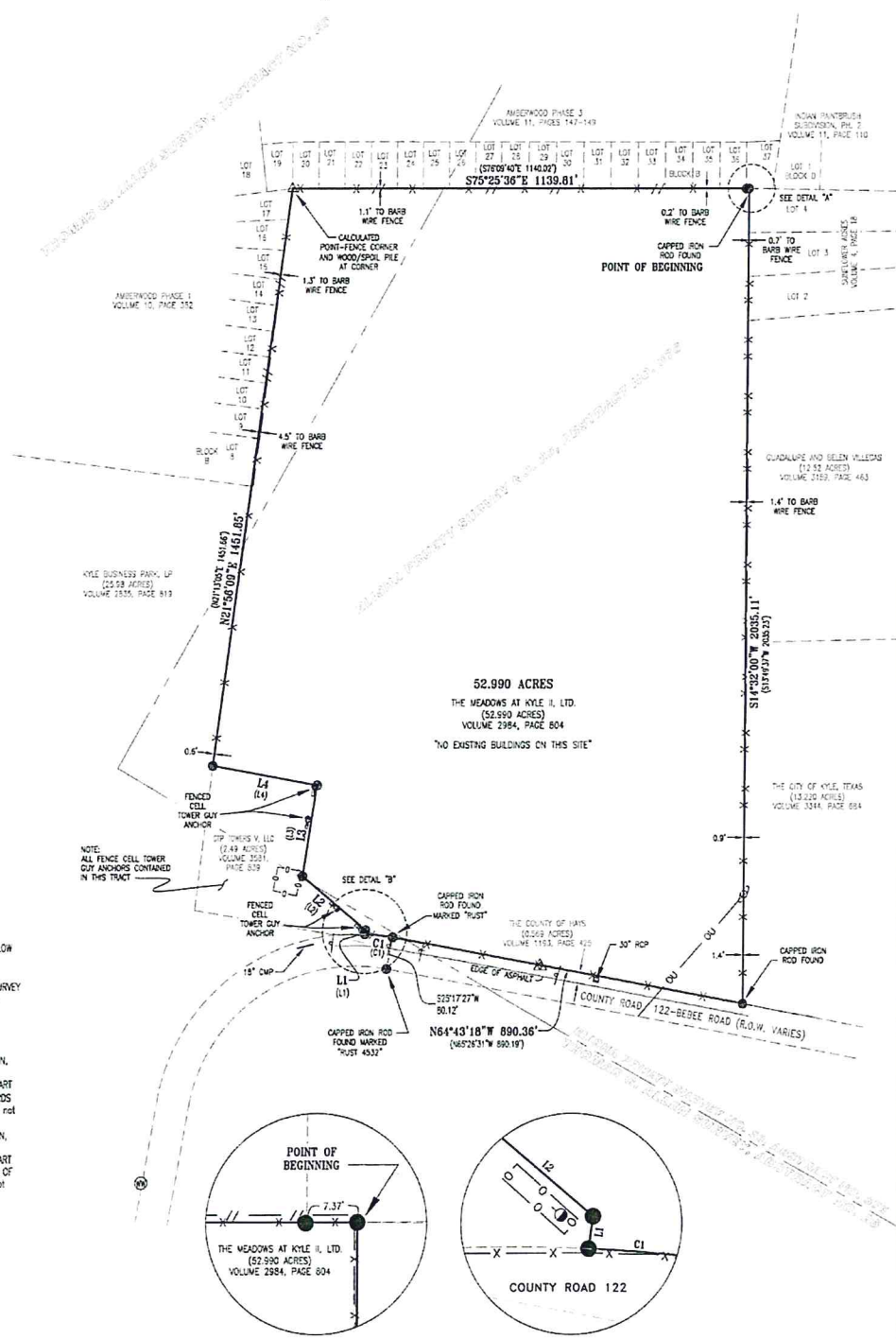
I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements 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 NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map Number 550250222E for Hays County, Texas, dated September 2, 2005.

Dated, this 1st day of JULY, 2014.

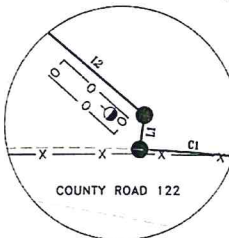
AARON V. THOMASON, R.P.L.S. #6214
Carlson, Brigrance & Doering, Inc.
5501 West William Cannon
Austin, Texas 78749
512-280-5160 512-280-5165 (fax)



ORIGINAL COPY VALID ONLY IF SEALED IN RED INK



DETAIL "A"-NOT TO SCALE



DETAIL "B"-NOT TO SCALE

Record Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent
C1	69.61	493.13	N67°26'34"W	69.55	34.86
Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent
C1	69.63	493.37	N68°42'05"W	69.57	34.87

Line Table			Record Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	10.09	N22°01'04"E	(L1)	(10.09)	(N22°01'04"E)
L2	208.25	N34°57'23"W	(L2)	(208.30)	(N34°57'07"W)
L3	230.14	N23°11'38"E	(L3)	(230.14)	(N22°23'03"E)
L4	285.28	N64°47'02"W	(L4)	(285.22)	(N65°30'06"W)

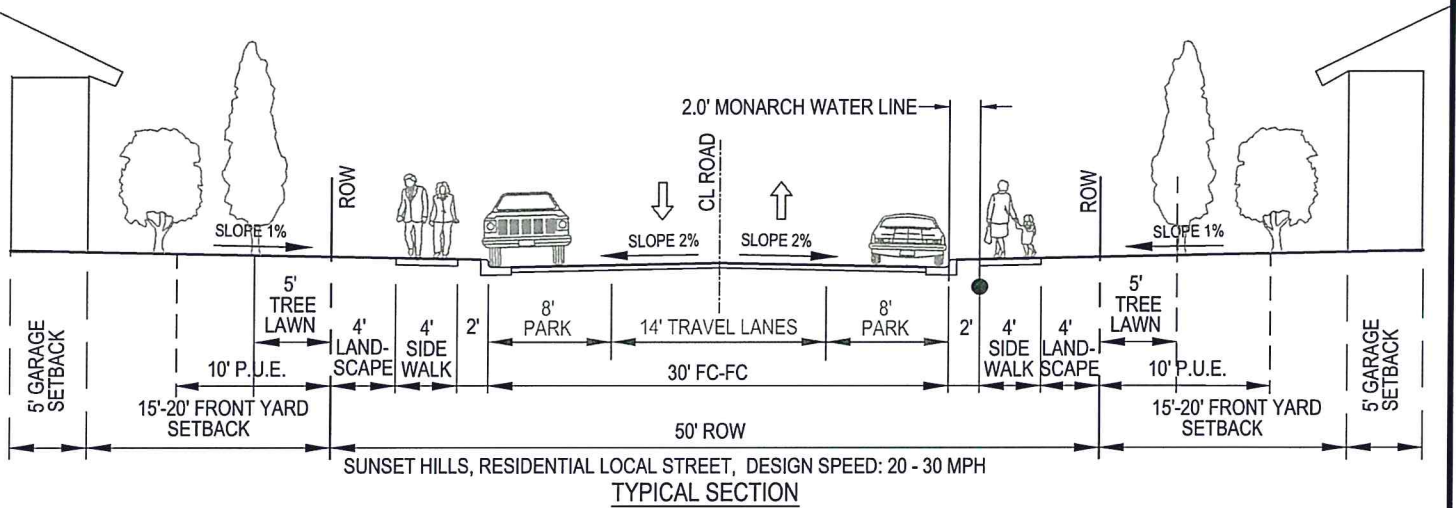


Carlson, Brigrance & Doering, Inc.

FIRM ID #E3791 REG. #1002400

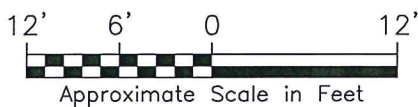
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

EXHIBIT B



NOTE:

FRONT SETBACKS STAGGERED/ALTERNATING BETWEEN 20' AND 25'. IF FRONT OF GARAGE IS SET BACK AT LEAST 5' FROM FRONT WALL OF HOME, THEN FRONT SETBACK TO FRONT WALL OF HOME MAY BE STAGGERED/ALTERNATING BETWEEN 15' AND 20'.



SUNSET HILLS TYPICAL 50' STREET SECTION



Murfee Engineering Company

Texas Registered Engineering Firm F-353

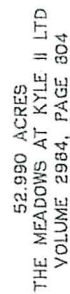
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204

JOB NO. 15-045-10 SCALE: AS NOTED SHEET: 1 OF 1

DESIGNED BY: GM DATE: 10/14/2016

DRAWN BY: RLW DATE: 10/14/2016

FILE(LAYOUT): O:\15\045\10\STREETSCAPE TYPICAL SECTION 3.dwg(Layout1)



SUNSET HILLS
PARK

A ONE LOT SUBDIVISION
CONSISTING OF 13.220 ACRES



Bury+Partners
ENGINEERING SOLUTIONS

221 West Sixth Street, Suite 600, Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2007

Drawn by: DMW Approved by: CMB Project No.: 1749-02.as F7e H:\1749\02\174903PL.dwg

No.	Reading	Distance
L1	S35°06'45"W	209.94'
L2	S32°45'45"W	100.75'
L3	S21°01'45"W	98.08'
L4	S06°19'45"W	97.21'
L5	S29°23'54"W	161.34'
L6	N48°21'26"W	146.65'

CURVE TABLE					
No.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	47° 55' 11"	1036.45	77.04	77.02	112° 34' 00" 00"

LEGEND KEY



LEGEND KEY

- | | |
|----------|---|
| A | Recreation Center |
| B | Tennis Complex |
| C | Playground |
| D | Detention Pond |
| E | Basketball Courts |
| F | Volleyball Courts |
| G | Skate Park |
| H | Restroom Facility |
| I | Restroom/Concession Bldg. |
| J | Picnic Shelter |
| K | Sprayground |
| L | Amphitheater |
| M | Baseball Fields |
| N | Football/Soccer Field |
| O | Maintenance Building |
| P | Parking |
| Q | Picnic Area |
| R | Future Darcy Lane Widening Project |
| S | Paved Walking Trail |
- Disc Golf and Horseshoes to be Sited Around the Park

Disc Golf and Horseshoes to be Sited Around the Park



September 30, 2008

SpawGlass

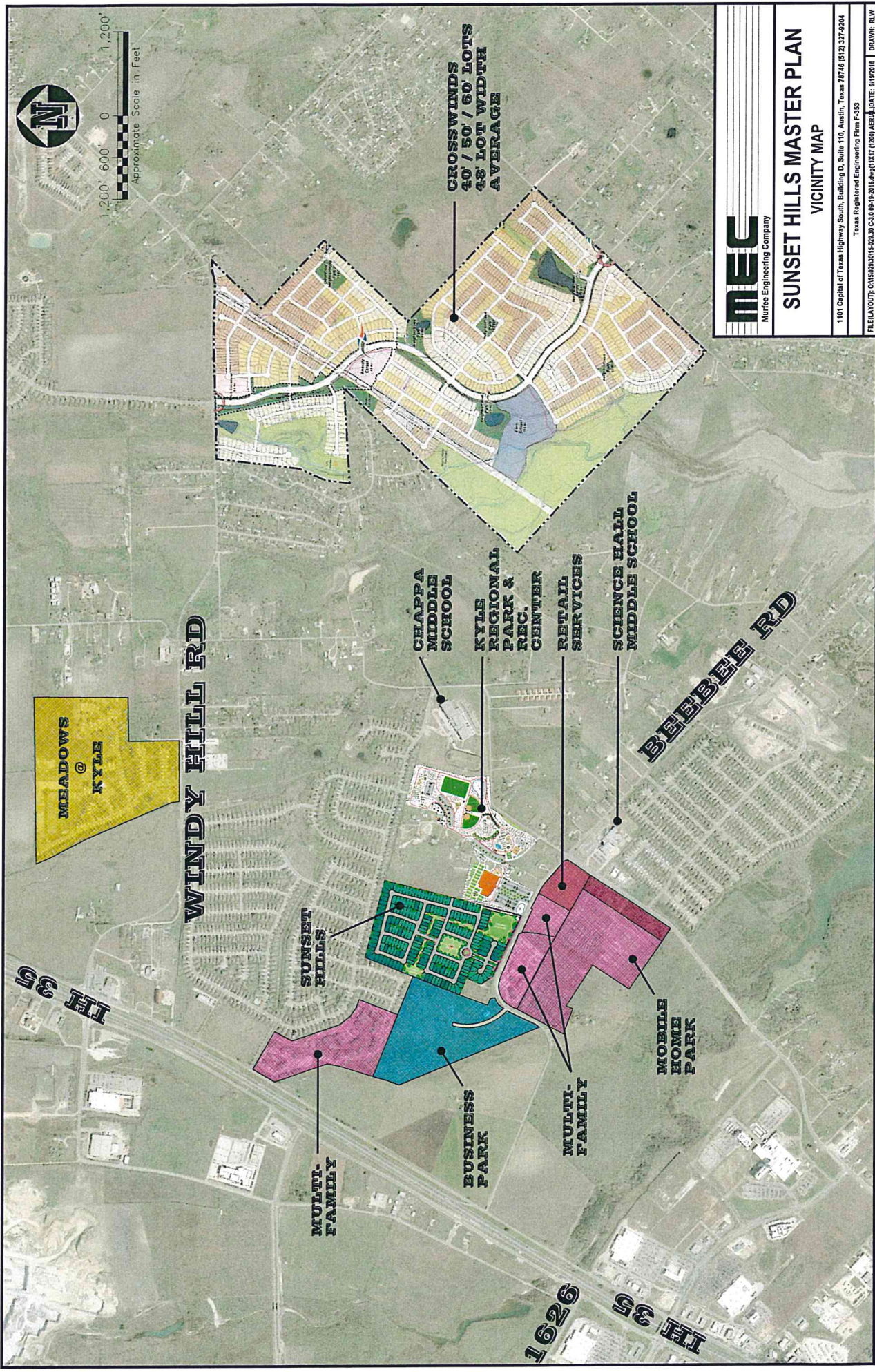
Marmon Vok
A H C H I E F O F F

Brandstetter Carroll Inc.
ARCHITECTS • ENGINEERS • PLANNERS
design • develop • construct • complete

Final Master Plan

Parks and Recreation Department
Kyle, Texas





1,200' 600' 0 1,200'
Approximate Scale in Feet

MEADOWS
@
KYLE

WINDY HILL RD

MULTI-FAMILY

BUSINESS
PARK

SUNSET
HILLS

CHAPPA
MIDDLE
SCHOOL

KYLE
REGIONAL
PARK &
REC.
CENTER

RETAIL
SERVICES

SCIENCE HALL
MIDDLE SCHOOL

BEEBEE RD

1626

1626



SUNSET HILLS MASTER PLAN

VICINITY MAP

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Texas Registered Engineering Firm F-353
FLUAV007; 01182020/15-028.0 C3.0 08-1-2018.dwg (11/17/2020) ASD/AD/TE: 9/19/2016 DRAWN: RLM