

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AGREEMENT

THE STATE OF TEXAS §

§

COUNTY OF HAYS §

GRANT OF EASEMENT:

DEVELOPMENT SOLUTIONS CW, LLC, a Delaware limited liability company ("**Grantor**"), for the sum of Ten and No/100 Dollars (\$10.00), the additional material consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell, and convey unto **CROSSWINDS MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("**Grantee**"), whose address is c/o Andy Barrett & Associates, PLLC, 3300 Bee Cave Road, Suite 650 #189, Austin, Texas 78746, an easement and right-of-way ("**Easement**") upon and across the property of Grantor that is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**Easement Tract**").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and permitted assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to all matters of record and visible and apparent on the ground, to the extent the same are valid and subsisting and affect the Easement Tract, and the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement running with the land.

PURPOSE OF EASEMENT:

The purpose of the Easement is for constructing, installing, maintaining, operating, inspecting, repairing, replacing, making connections to, and removing a lift station, waterline, wastewater force main, waste water gravity main, and access drive more particularly described in the plans and specifications attached hereto as **Exhibit "B"** and incorporated herein by reference, as well as related facilities, equipment, and appurtenances (collectively, the "**Facilities**") within

the Easement Tract and pedestrian and vehicular access to the Facilities over, across, and through the Grantor's Property, as hereinafter defined, for the purpose of accessing the Facilities.

DURATION OF EASEMENT:

The Easement will be perpetual and shall continue in effect unless and until such time as the Facilities are abandoned and/or removed from the Easement Tract for a period of twelve (12) continuous months, and the fee owner(s) of the Easement Tract execute and record in the Official Public Records of Hays County, Texas, a written instrument stating under oath that the Facilities have been abandoned or removed from the Easement Tract for a period of twelve (12) continuous months and further stating that this agreement and the Easement granted herein are terminated.

NON-EXCLUSIVENESS OF EASEMENT:

The Easement is non-exclusive. Grantor, as owner of the property more particularly described on Exhibit "C" attached hereto and incorporated herein by reference ("Grantor's Property"), and for the benefit of previous and any subsequent grantees of Grantor, hereby retains, reserves, and will continue to enjoy the use of the Easement Tract for any and all purposes that do not interfere with or unreasonably prevent the use by Grantee of the Easement as contemplated in this agreement. Without limiting the foregoing, Grantor may (i) alter or otherwise use the Easement Tract for purposes that do not interfere with Grantee's exercise of the rights herein granted; (ii) place, install, construct, operate, repair, and maintain roadways, driveways, curbs, sidewalks, parking areas, fences, landscaping, irrigation facilities, light facilities, drainage lines and systems, and other utility lines and facilities (including, without limitation, water, wastewater, electric, telephone, cable television, and gas lines, facilities, and systems) in, on, over, under, and across the Easement Tract; (iii) grant public and/or private easements for such uses; and (iv) raise or lower the level of the surface of the Easement Tract (provided in the event the surface of the Easement Tract is lowered, Grantee shall have to obligation to lower Grantee's then existing line. Grantor agrees, however, that while the Easement is in full force and effect: (i) Grantor will not use the Easement Tract in any manner or grant any easement or other encumbrance that materially interferes with or unreasonably prevents the use by Grantee of the Easement as contemplated in this agreement; and (ii) no permanent building or habitable structure will be placed or constructed on the surface of the Easement Tract without first obtaining the prior written consent of the City of Kyle (the "City").

RESTORATION:

Upon completion of any construction, maintenance, or repair, and otherwise following any other use of the Easement that disturbs the surface of the Easement Tract or any other portions of Grantor's Property, Grantee, at its sole cost and expense, must promptly fill all trenches, remove all construction debris, and restore the surface of the Easement Tract and the other portions of Grantor's Property to substantially the same condition which existed prior to commencement of such construction, maintenance, or repair. All rocks, timber, brush, and other debris generated by any construction, maintenance, or repair must be removed from the Easement Tract and may not be placed on other portions of Grantor's Property, unless specifically approved in writing by Grantor. Further, if Grantee, in the exercise of its rights hereunder, disturbs or damages any improvements located upon the Easement Tract or the other

portions of Grantor's Property, Grantee must promptly upon completion of the work which caused the disturbance or damage, repair the improvement to substantially the same condition that existed prior to Grantee's work, utilizing comparable materials, at Grantee's sole expense.

COORDINATION; CONSTRUCTION; MAINTENANCE; RESTORATION:

Grantee will use reasonable efforts to coordinate its activities within the Easement Tract with Grantor so as to minimize interference with the development of Grantor's Property. Grantee agrees that its activities will be conducted with all due diligence and done in such a manner as to prevent injury to persons or property. Any and all equipment, improvements, or facilities placed or installed on the Easement Tract by Grantee will remain the property of Grantee. Grantee will be solely responsible for the design and construction of the Facilities within the Easement Tract, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Tract or any other portion of Grantor's Property by Grantee or its employees, agents, contractors, licensees, invitees, successors, or assigns. Grantee will pay all costs for all construction and other activities associated with the use of the Easement and will not allow any unpaid mechanics liens to be filed against the Easement Tract or any other portions of Grantor's Property.

Grantee will construct or cause to be constructed the Facilities, at its sole cost and expense, in accordance with the applicable ordinances, rules, regulations and requirements of the City, all federal and state laws and regulations, and the terms of this agreement. Grantee will use its commercially reasonable, good faith, and diligent efforts to obtain approval of engineering plans for the Facilities as promptly as reasonably possible after the date of this agreement. All costs, fees, and expenses incurred in connection with the preparation and processing of such plans for approval will be paid by Grantee.

Upon completion of the construction and installation of the Facilities, Grantee, at its sole cost and expense, will maintain, operate, and repair the Facilities in a good, safe, and usable condition, in accordance with all applicable ordinances, rules, and regulations of the City, all federal and state laws and regulations, and the terms of this agreement. In no event will Grantor have any responsibility, liability, or obligation for the maintenance, operation, or repair of the Facilities, except to the extent caused by acts of Grantor.

To the extent allowed by the Constitution and the laws of the State of Texas, Grantee assumes the entire responsibility for the construction, installation, and maintenance of the Facilities in the Easement Tract, and nothing contained herein will ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of Grantee in the construction, installation, and maintenance of the Facilities, except to the extent caused by Grantor. Grantor is not liable for and Grantee expressly releases Grantor from any and all liability (in tort, contract, or any other basis and of every kind and character whatsoever), claims, judgments, causes of action, suits, losses, damages, costs, and expenses (including reasonable attorneys' fees to and through all appellate proceedings) arising out of injury to or death of persons or for damage to or loss of property arising from the use of the Easement or from any work on or about the Easement Tract performed by Grantee or its employees, agents, contractors, licensees, invitees, successors, or assigns, except to the extent caused by Grantor.

Grantee agrees that any contract executed by Grantee for the construction of Facilities will contain a provision pursuant to which the contractor will defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with the construction of the Facilities. Grantee agrees to name Grantor as additional insureds on all liability or other insurance policies to be provided to Grantee by its contractors for the construction of the Facilities contemplated to be constructed in the Easement Tract, and to furnish Grantor a copy of all such policies.

Grantor hereby represents and warrants that (i) Grantor is the fee simple owner of the Easement Tract, and has the power and authority to execute and deliver this agreement, and (ii) the Easement Tract is free and clear of any and all liens, except the lien for ad valorem taxes.

NO REPRESENTATIONS OR WARRANTIES:

GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISK AND PERILS ASSOCIATED WITH THE EASEMENT AND THE USE OF THE EASEMENT TRACT GRANTED HEREIN. GRANTOR WILL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION WITH RESPECT TO ANY PROPERTY OF GRANTEE, IT BEING ACKNOWLEDGED AND UNDERSTOOD BY GRANTEE THAT THE SAFETY AND SECURITY OF ANY SUCH PROPERTY IS THE SOLE RESPONSIBILITY AND RISK OF GRANTEE. GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENT AND THE EASEMENT TRACT "AS IS", "WHERE IS", AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE EASEMENT OR THE EASEMENT TRACT INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY GRANTEE; THE SAFETY OR SECURITY OF THE EASEMENT OR THE EASEMENT TRACT; THE COMPLIANCE OF THE EASEMENT OR THE EASEMENT TRACT WITH ANY APPLICABLE LAW; OR THE COMPLIANCE OF THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE EASEMENT TRACT WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

ADDITIONAL MATERIAL CONSIDERATION:

As additional material consideration for Grantor entering into this agreement and granting the Easement, Grantee covenants and agrees as follows:

1. Grantee will pay to Grantor an amount (the "Easement Fee") equal to \$10.00, which Easement Fee will be paid concurrently with the full execution and delivery of this agreement.
2. Grantee will support and cooperate with Grantor in connection with Grantor's applications to the City for retail wastewater service to Grantor's Property and for making connections to the Facilities; provided, Grantee shall not be obligated to incur any cost or expense in connection therewith.

3. Grantee will use commercially reasonable efforts to coordinate and cooperate with Grantor, and Grantee will cause its engineers, general contractor, and subcontractors to coordinate and cooperate with Grantor, in connection with the timing and course of construction and installation of the Facilities in such a manner that will provide Grantor with opportunities to realize cost savings and economies of scale for the water and wastewater improvements that Grantor intends to construct and install within Grantor's Property; provided, Grantee shall not be obligated to incur any expense in connection therewith, or alter, amend or delay its construction schedule for the Facilities. Any such work for Grantor shall be under separate contract between Grantor and such contractor. Provided further, however, that Grantor acknowledges and agrees that Grantee's schedule for construction is dependent on other factors, including obtaining other easements.
4. Any construction deadlines set forth herein will be extended on a day-for-day basis for any delays due to actual or threatened strikes, riots, adverse weather, acts of God, shortages of labor or materials, national emergencies, acts or the public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated herein, beyond Grantee's reasonable control.

REMEDIES:

If Grantee fails to satisfy its obligations under this agreement within thirty (30) days after Grantor's delivery of written notice of such failure to Grantee (or, if such failure cannot be cured within thirty (30) days of delivery of such written notice, Grantee fails to commence curing such failure within such thirty (30) day period, and thereafter fails to diligently pursue the curing of such failure), then Grantor will have the right, but not the obligation, to enter upon the Easement Tract and take such actions as are necessary to satisfy such obligations of Grantee. Grantor will also have the right to recover from Grantee the full amount of all reasonable costs and expenses it incurs, including reasonable attorneys' fees, together with interest on all such sums at the rate which is the lesser of (i) 18% per annum or (ii) the highest rate allowed under applicable law. By performing the activities described in this paragraph, Grantor will assume no responsibility, liability, or obligation for those activities other than avoidable damage caused to the Facilities by the gross negligence of its contractors or agents.

No waiver or consent, express or implied, by any party to this agreement of any breach by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification

concerning this instrument will be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement will bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

ASSIGNABILITY:

The Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part so long as the assignee utilizes the Easement solely as contemplated herein. Any assignment of the Easement and the rights of Grantee hereunder must include an express assumption by any assignee of the obligations set forth herein.

COUNTERPARTS:

This agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

TIME:

Time is of the essence.

CHOICE OF LAWS:

This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county in which the Easement Tract is located.

LEGAL CONSTRUCTION:

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

NEGATION OF PARTNERSHIP OR PUBLIC INTEREST:

None of the terms or provisions of this agreement will be deemed to create a partnership between Grantor, Grantee, or other persons or entities; nor will it cause them to be considered joint venturers or members of any joint enterprise. This agreement is not intended nor will it be construed to create any third party beneficiary rights in any person nor any public rights or easements. This agreement does not dedicate any land or interests in land or other rights to the general public.

AMENDMENT:

This agreement and the Easement may be amended or modified, in whole or in part, only by the written agreement of the owners of all parts of the Easement Tract and Grantee or any successor holder of the Easement.

In witness whereof, this instrument is executed and accepted effective as of this 15th day of May, 2017.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

GRANTOR:

DEVELOPMENT SOLUTIONS CW, LLC, a
Delaware limited liability company

By: Gregory J. Rich

Name: Gregory L. Rich

Title: Attorney-in-Fact

Address: 4600 Wells Fargo Center,
90 South 7th Street
Minneapolis, MN 55402

THE STATE OF TX §

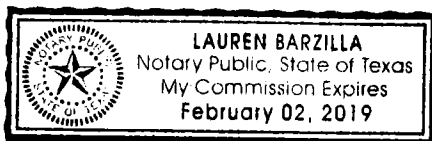
§

COUNTY OF Travis §

This instrument was acknowledged before me on May 16, 2017, by
Rich, Gregory of Development Solutions CW,
LLC, a Delaware limited liability company, on behalf of the limited liability company.

La Barzilla
Notary Public Signature

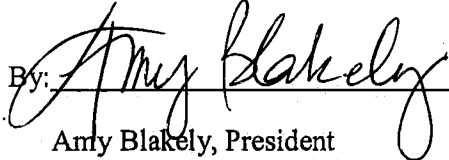
(seal)



AGREED AND ACCEPTED:

CROSSWINDS MUNICIPAL UTILITY DISTRICT,

a political subdivision of the State of Texas

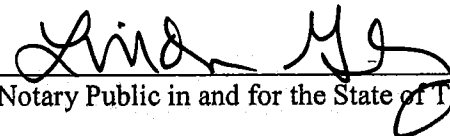
By: 
Amy Blakely, President

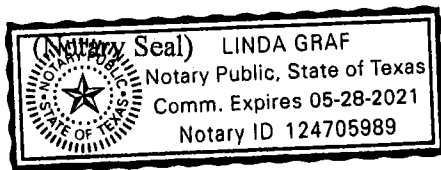
THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of May, 2017 by Amy Blakely, President of Crosswinds Municipal Utility District, a political subdivision of the State of Texas, on behalf of the political subdivision.


Notary Public in and for the State of Texas



Consent to Joinder of Lienholder

The undersigned, Bank of the Ozarks ("Lender"), the lienholder under that certain "Amended and Restated Deed of Trust, Security Agreement and Fixture Financing Statement" dated February 22, 2016, from Development Solutions CW, LLC to Kevin A. Sullivan, Trustee, securing the payment of one certain promissory note ("Note"), of even date therewith, in the original principal amount of \$11,800,000.00, payable to the order of Lender, recorded in Clerk's File No. 2016-16005464 of the Official Public Records of Hays County, Texas, hereby consents and joins in the foregoing Easement Agreement ("Easement"), and subordinates its Deed of Trust Lien to the Easement.

22nd IN WITNESS WHEREOF, this Consent to Joinder is executed by the undersigned this day of May, 2017.

LENDER:

BANK OF THE OZARKS

By:

Name:

Its:

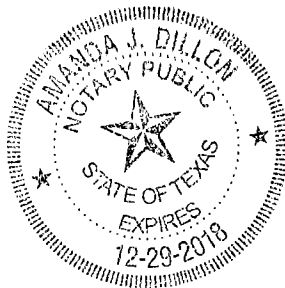
Cliffon Hill
Cliffon Hill
EVP-Asset Management

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 22 day of May, 2017, by Cliffon Hill, EVP of Bank of the Ozarks, on behalf of said bank.

(Seal)



Amanda J Dillon

Notary Public in and for the State of Texas

EXHIBIT "A"

EASEMENT TRACT

[SEE ATTACHED]

3.379 ACRES
FN 17-007
15 MAY 2017

EXHIBIT A

CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1676-003

3.379 ACRE EASEMENT

FIELD NOTE DESCRIPTION OF 6.358 ACRES OF LAND, MORE OR LESS, OUT OF THE REMAINDER OF THAT CERTAIN 445.757 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO DEVELOPMENT SOLUTIONS CW, LLC, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 6.358 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped 1/2 inch iron rod [CMA 5911] found in the west line of said 445.757 acre tract, also being the northernmost corner of that certain 5.00 acre tract described in Special Warranty Deed recorded as Document No. 16002363, Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** of the herein described tract, from which a 1/2 inch iron rod found for the southwest corner of said 445.757 acre tract bears S 42°44'34" W, a distance of 524.83 feet;

THENCE with the west line of said 445.757 acre tract the following two (2) courses:

- 1) N 42°44'34" E, a distance of 533.73 feet to a capped 1/2 inch iron rod [TJ Dodd], and
- 2) N 43°00'19" E, a distance of 44.53 feet to a calculated point, from which a nail found in the west line of said 445.757 acre tract bears N 43°00'19" E, a distance of 1,060.96 feet;

THENCE over and across the remainder of said 445.757 acre tract, the following five (5) courses:

- 1) N 89°31'20" E, a distance of 496.67 feet,
- 2) N 00°28'40" W, a distance of 34.00 feet,
- 3) N 89°31'20" E, a distance of 140.95 feet,
- 4) N 33°14'34" E, a distance of 1,603.22 feet, and
- 5) S 56°43'40" E, a distance of 57.72 feet to a calculated point in the south line of Lot 1, Block F, Crosswinds Phase One, a subdivision recorded as Document No. 17001539, Official Public Records of Hays County, Texas, from which a capped 1/2 inch iron rod [CBD] found for a re-entrant corner of said 445.757 acre tract bears, N 01°50'11" E, a distance of 342.48 feet;

THENCE with the south line of said Lot 1 and south line of said Crosswinds subdivision the following three (3) courses:

- 1) S 01°50'11" W, a distance of 22.33 feet to a capped 1/2 inch iron rod [CMA 5911] found for the southwest corner of said Lot 1,
- 2) S 56°43'40" E, a distance of 167.94 feet to a capped 1/2 inch iron rod [CMA 5911] found for the beginning of a non-tangent curve, and
- 3) along said curve to the right, having a radius of 50.00, an arc length of 24.75 feet, a chord bearing of N 72°13'11" E, and a chord distance of 24.50 feet, to a calculated point;

THENCE over and across the remainder of said 445.757 acre tract, S 56°43'40" E, a distance of 60.00 feet to a calculated point in the curving south line of said Lot 1;

3.379 ACRES
FN 17-007
15 MAY 2017

EXHIBIT A

CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1676-003

THENCE with the south line of said Lot 1 the following five (5) courses:

- 1) along said curve to the right, having a radius of 50.00 feet, an arc length of 9.88 feet, a chord bearing of **S 14°11'52" E**, a chord distance of **9.86 feet** to a capped 1/2 inch iron rod [CMA 5911] found for a point of reverse curvature,
- 2) along a curve to the left, having a radius of 25.00 feet, an arc length of 21.03 feet, a chord bearing of **S 32°37'58" E**, and a chord distance of **20.41 feet** to a capped 1/2 inch iron rod [CMA 5911] found for a point of tangency,
- 3) **S 56°43'40" E**, a distance of **233.87 feet**, to a capped 1/2 inch iron rod [CMA 5911] found for a point of curvature,
- 4) along said curve to the left, having a radius of 275.00 feet, an arc length of 132.20 feet, a chord bearing of **S 70°29'57" E**, and a distance of **130.93 feet**, to a capped 1/2 inch iron rod [CMA 5911] found for a point of tangency, and
- 5) **S 84°16'14" E**, a distance of **30.03 feet**, to a capped 1/2 inch iron rod [CMA 5911] found in the west right-of-way line of Crosswinds Parkway (of varying width) for the southernmost corner of Lot 1;

THENCE continuing with the south line of said Crosswinds subdivision **S 05°43'46" W**, a distance of **30.01 feet** to a calculated point, from which a capped 1/2 inch iron rod [CMA 5911] found in the south line of said Crosswinds subdivision bears **S 05°43'46" W**, a distance of 19.99 feet;

THENCE over and across the remainder of said 445.757 acre tract the following ten (10) courses:

- 1) **N 84°16'14" W**, a distance of **72.36 feet**,
- 2) **N 56°43'40" W**, a distance of **537.55 feet**,
- 3) **S 33°19'53" W**, a distance of **1,593.64 feet**,
- 4) **N 56°45'26" W**, a distance of **95.96 feet**,
- 5) **S 33°14'34" W**, a distance of **76.00 feet**,
- 6) **N 56°45'26" W**, a distance of **30.00 feet**,
- 7) **S 89°31'20" W**, a distance of **74.91 feet**,
- 8) **N 00°28'40" W**, a distance of **21.81 feet**,
- 9) **S 89°31'20" W**, a distance of **504.77 feet**, and
- 10) **S 42°44'34" W**, a distance of **565.38 feet** to a calculated point in the north line of said 5.00 acre tract, from which a capped 1/2 inch iron rod [CMA 5911] found for the northeast corner of said 5.00 acre tract bears **S 46°40'07" E**, a distance of 385.02 feet;

THENCE with the north line of said 5.00 acre **N 46°40'07" W**, a distance of **30.00 feet** to the **POINT OF BEGINNING**, containing 6.358 acres, more or less.

3.379 ACRES
FN 17-007
15 MAY 2017

EXHIBIT A

CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1676-003

SAVE AND EXCEPT 2.979 ACRES OF LAND, MORE OR LESS, OUT OF THE REMAINDER OF THAT CERTAIN 445.757 ACRE TRACT CONVEYED BY SPECIAL WARRANTY DEED TO DEVELOPMENT SOLUTIONS CW, LLC, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 2.979 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a capped 1/2 inch iron rod [CMA 5911] found in for the southwest corner of said Lot 1;

THENCE over and across the remainder of said 445.757 acre tract **S 33°16'20" W**, a distance of **10.94 feet** to a calculated point and **POINT OF BEGINNING** of the herein described **SAVE AND EXCEPT** tract;

THENCE over and across the remainder of said 445.757 acre tract the following five (5) courses:

- 1) **S 56°43'40" E**, a distance of **54.08 feet**,
- 2) **S 33°19'53" W**, a distance of **1,578.65 feet**,
- 3) **N 56°45'26" W**, a distance of **80.98 feet**,
- 4) **N 33°14'34" E**, a distance of **1,578.69 feet**,
- 5) **S 56°43'40" E**, a distance of **29.35 feet** to the **POINT OF BEGINNING** of the herein described **SAVE AND EXCEPT** tract, containing **2.979 acres**, more or less.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during April of 2017, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES

DATE OF SURVEY: APR 2017

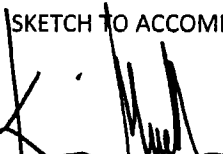

5-15-17
KEVIN MUELLER, RPLS No. 5911
CMA ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TX 78737
PHONE (512) 432-1000



EXHIBIT A

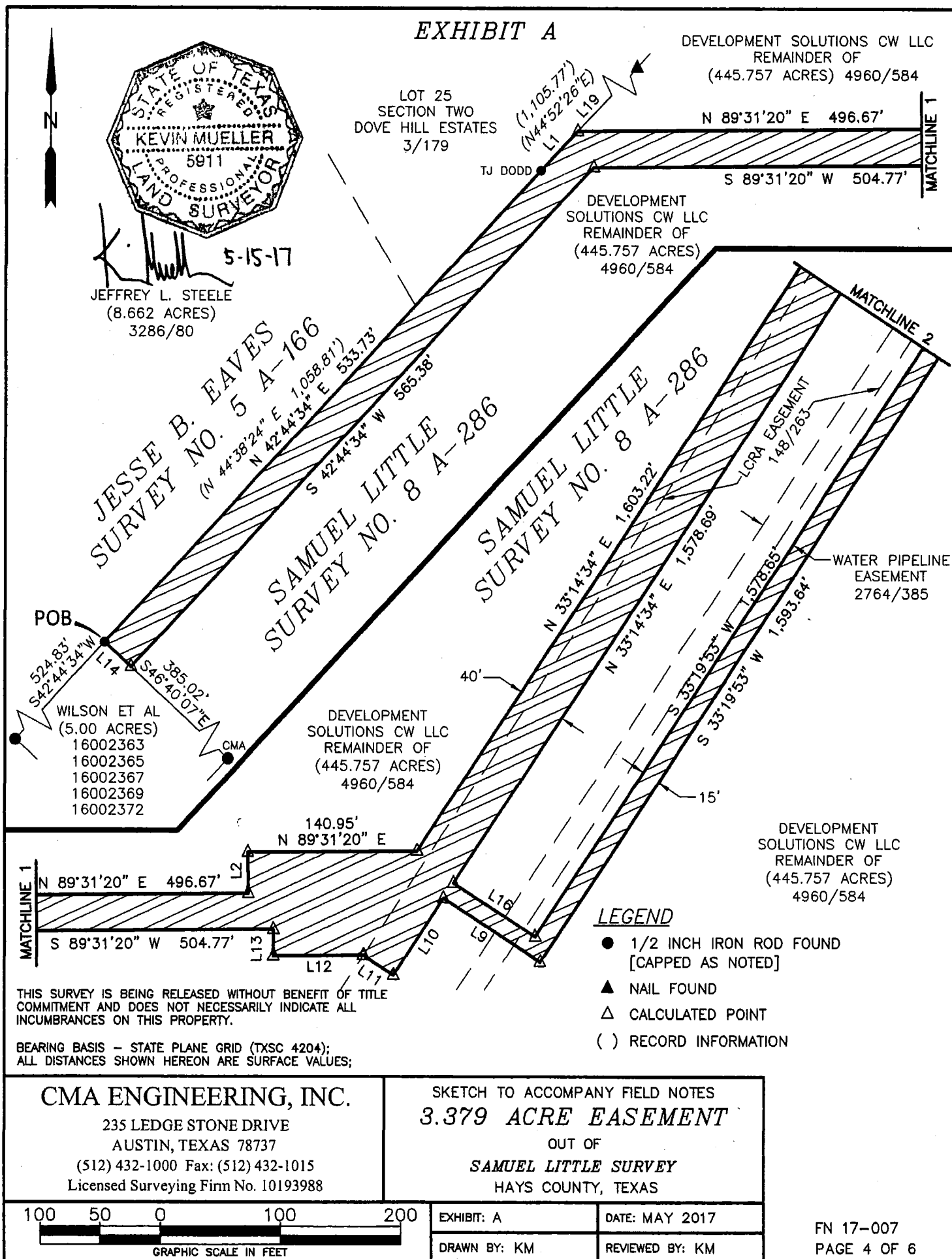
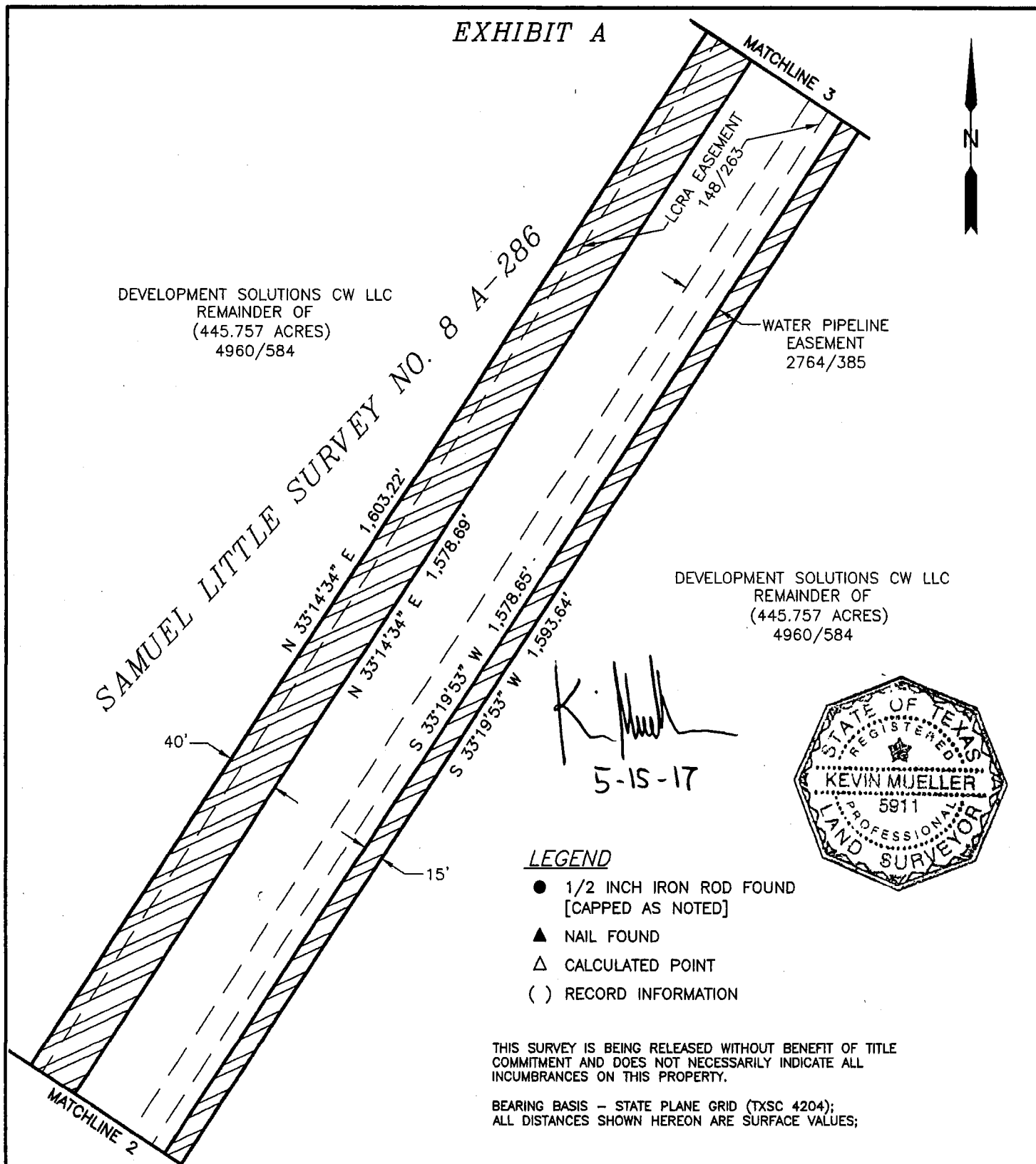


EXHIBIT A



CMA ENGINEERING, INC.

235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015
Licensed Surveying Firm No. 10193988

SKETCH TO ACCOMPANY FIELD NOTES
3.379 ACRE EASEMENT

OUT OF
SAMUEL LITTLE SURVEY
HAYS COUNTY, TEXAS



EXHIBIT: A

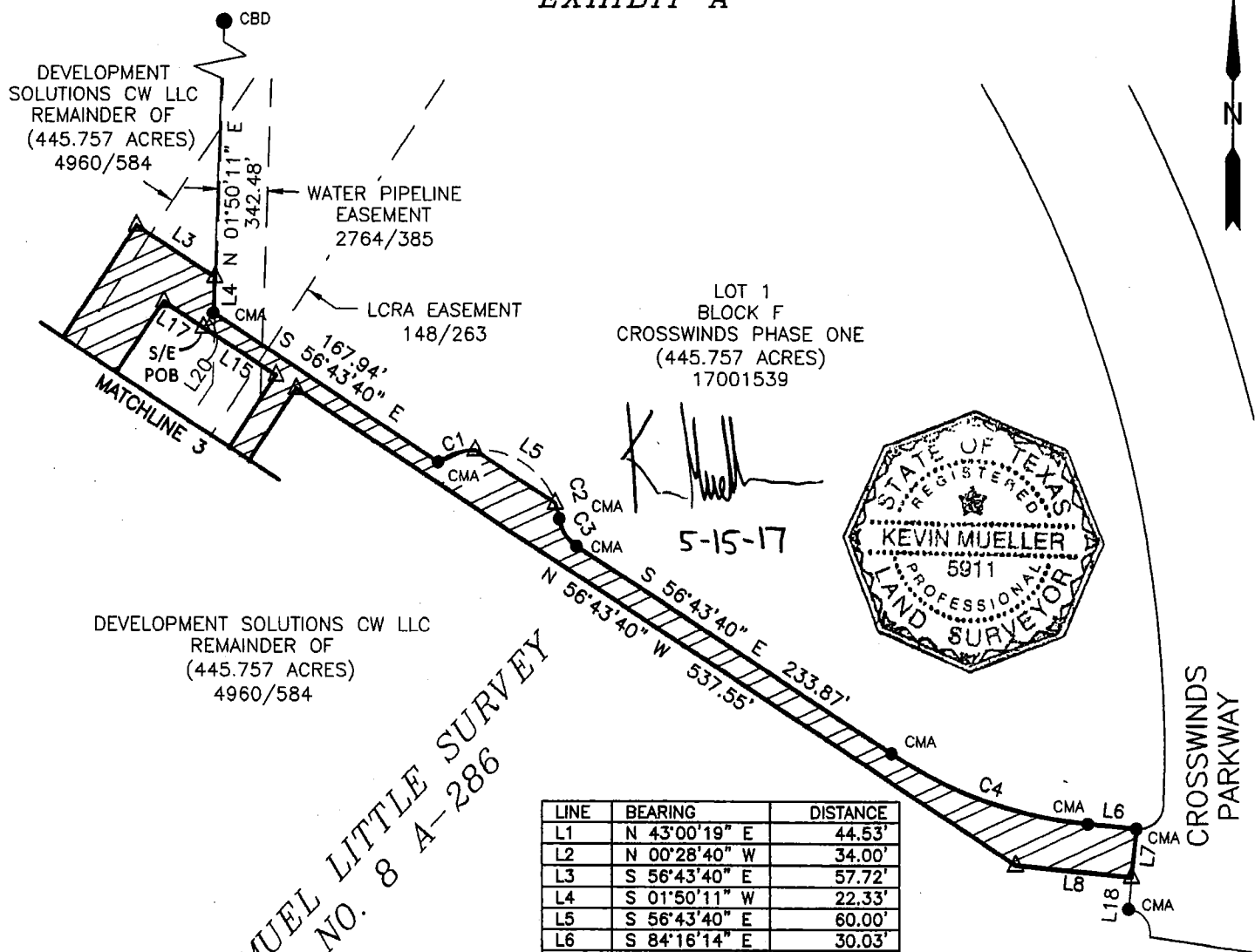
DATE: MAY 2017

DRAWN BY: KM

REVIEWED BY: KM

FN 17-007
PAGE 5 OF 6

EXHIBIT A



LEGEND

- 1/2 INCH IRON ROD FOUND
[CAPPED AS NOTED]
- ▲ NAIL FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 43°00'19" E	44.53'
L2	N 00°28'40" W	34.00'
L3	S 56°43'40" E	57.72'
L4	S 01°50'11" W	22.33'
L5	S 56°43'40" E	60.00'
L6	S 84°16'14" E	30.03'
L7	S 05°43'46" W	30.01'
L8	N 84°16'14" W	72.36'
L9	N 56°45'26" W	95.96'
L10	S 33°14'34" W	76.00'
L11	N 56°45'26" W	30.00'
L12	S 89°31'20" W	74.91'
L13	N 00°28'40" W	21.81'
L14	N 46°40'07" W	30.00'
L15	S 56°43'40" E	54.08'
L16	N 56°45'26" W	80.98'
L17	S 56°43'40" E	29.35'
L18	S 05°43'46" W	19.99'
L19	N 43°00'19" E	1,060.96'
L20	S 33°16'20" W	10.94'

THIS SURVEY IS BEING RELEASED WITHOUT BENEFIT OF TITLE
COMMITMENT AND DOES NOT NECESSARILY INDICATE ALL
INCUMBRANCES ON THIS PROPERTY.

BEARING BASIS - STATE PLANE GRID (TXSC 4204);
ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES;

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	24.75'	24.50'	N 72°13'11" E
C2	50.00'	9.88'	9.86'	S 14°11'52" E
C3	25.00'	21.03'	20.41'	S 32°37'58" E
C4	275.00'	132.20'	130.93'	S 70°29'57" E

CMA ENGINEERING, INC.

235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015
Licensed Surveying Firm No. 10193988

SKETCH TO ACCOMPANY FIELD NOTES
3.379 ACRE EASEMENT

OUT OF
SAMUEL LITTLE SURVEY
HAYS COUNTY, TEXAS



EXHIBIT: A

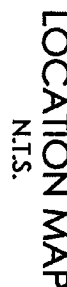
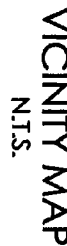
DATE: MAY 2017

DRAWN BY: KM

REVIEWED BY: KM

FN 17-007
PAGE 6 OF 6

CROSSWINDS MUD
KYLE, TEXAS 78640



PREPARED BY:		5-74-16
ENGINEER:	<i>RMW</i>	
APPROVED BY:		
CITY ENGINEER:	<i>W. J. Lee</i>	4-21-16
		DATE
DIRECTOR OF PUBLIC WORKS		1-15-16
<i>Paul Beckwith</i>		DATE
HIGH COUNTY		6/8/16
		DATE

[illegible][illegible]

EXHIBIT "C"

GRANTOR'S PROPERTY

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 ALL OF THAT CERTAIN 445.76 ACRES OF LAND CONVEYED TO EB WINDY HILL, L.P. IN VOLUME 3802, PAGE 162 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING 445.757 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found in the southern right-of-way line of County Road 131, also known as Windy Hill Road (R.O.W. varies), and being the most northeasterly corner of Lot 27, Block D, of Dove Hills Estates Section One, a subdivision recorded in Volume 2, Page 325-328 of the Plat Records of Hays County, Texas, said iron rod also being located at the most northwesterly corner of, and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the southern right-of-way line of said County Road 131 and the northern boundary line of said 445.76 acre tract, the following five (5) courses and distances, numbered 1 through 5,

1. S89°57'03"E a distance of 1,570.86 feet to an iron rod found at a point of curvature to the right,
2. with said curve to the right, having a radius of 11,419.16, an arc length of 394.20 feet, and whose chord bears S88°26'52"E, a distance of 394.18 feet to an iron rod found at a point of curvature to the right,
3. with said curve to the right, having a radius of 11,419.16 feet, an arc length of 375.62 feet, and whose chord bears S86°30'00"E, a distance of 375.60 feet to an iron rod found at a point of curvature to the left,
4. with said curve to the left, having a radius of 1,036.68 feet, an arc length of 354.86 feet, and whose chord bears N84°38'01"E, a distance of 353.13 feet to an iron rod found,
5. S89°59'48"E, a distance of 124.98 feet to a 60-D nail found in the western boundary line of that certain 9.853 acre tract conveyed to Graham Phares and Anne Phares, in Volume 2829, Page 876 of the Official Public Records of Hays County, Texas, being located at the most northeasterly corner of 445.76 tract,

THENCE, leaving the right-of-way line of said County Road 131 with the common line, of said Phares tract, and said 446.76 acre tract, S45°23'27"W, a distance of 981.04 feet to an iron rod found at the westernmost corner of said Phares tract,

THENCE, with the common boundary line of said Phares tract, and said 445.76 acre tract, S44°46'41"E, a distance of 134.69 feet to an iron rod found at the west corner of that certain 4.73 acre tract of land conveyed to Ivan A. Cervantes and Lourdes B. Cervantes in Volume 1931, Page 568 of the Deed Records of Hays County, Texas, also being the southern corner of said Phares tract,

THENCE, with the common boundary line of said Cervantes tract, and said 445.76 acre tract, S45°05'21"E, a distance of 1,003.31 feet to an iron rod found at the south corner of a 9.998 acre tract of land conveyed to Ronald D. Hollfield and Melodie A. Hollfield in Volume 1324, Page 651 of the Deed Records of Hays County, Texas, also being the western corner of that certain 9.50 acre tract of land conveyed to Billie Wauldine Carter (no recording information found),

THENCE, with the common boundary line of said Carter tract, and said 445.76 acre tract, S44°42'12"E, a distance of 181.24 feet to a 60d nail found at the western corner of that certain 100.263 acre tract of land conveyed to Steven and Katherin E. Marshall, in Volume 3661, Page 396 of the Official Public Records of Hays County, Texas,

THENCE, with the common boundary line of said Marshall tract, and said 445.76 acre tract, S45°25'00"W, a distance of 1,662.52 feet to an iron rod found at the western corner of said Marshall tract, **THENCE**, with the common boundary line of said Marshall tract, and said 445.76 acre tract, S44°45'16"E, a distance of 2,630.83 feet to a 60d nail found at the south corner of said Marshall tract, and being in the northwestern right-of-way line of County Road 157 (R.O.W. varies),

THENCE, with the common boundary line of said northern right-of-way line of said County Road 157, and said 445.76 acres tract, S45°00'00"W a distance of 3,404.46 feet to a 60d nail found at the easternmost corner of Lot 94 of Sunrise Acres, a subdivision recorded in Volume 2, Page 346 of the Plat Records of Hays County, Texas, also being located at the southernmost corner of said 445.76 acre tract,

THENCE, leaving the northern right-of-way line of said County Road 157, with the common boundary line of said Sunrise Acres, and said 445.76 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1. N44°43'39"W, a distance of 2,207.70 feet to an iron rod found,
2. N44°53'47"W, a distance of 969.22 feet to an iron rod found, and
3. N44°48'29"W, a distance of 758.82 feet to an iron rod found, said iron rod being located at the most northerly corner of said Sunrise Acres, and being in the eastern line of that certain 5.890 acre tract conveyed to George and Yesenia Chiriac in Volume 4430, Page 838 of the Official Public Records of Hays County, Texas, also being at the westernmost corner of said 445.76,

THENCE, with the common boundary line of said 5.890 acre tract, and said 445.76 acre tract, N44°38'24"E, a distance of 1,058.81 feet to an iron rod found at an angle point in the eastern line of Lot 25, of Dove Hills Estates Section Two, a subdivision recorded in Volume 3, Page 179 of the Plat Records of Hays County, Texas, also being in the western line of said 445.76 acre tract,

THENCE, with the common boundary line of said Dove Hills Estates Section Two, and said 445.76 acre tract, the following five (5) courses and distances, numbered 1 through 5,

1. N44°52'26"E, a distance of 1,105.77 feet to a 60d nail found,
2. N44°51'18"E, a distance of 884.77 feet to an iron rod found,
3. N44°50'37"E, a distance of 175.68 feet to an iron rod found,
4. N44°44'50"E, a distance of 175.19 feet to an iron rod,
5. N44°44'49"E, a distance of 12.46 feet to an iron rod found at an angle point for the herein described tract, and being the northeastern corner of said Lot 12 of Dove Hills Estates Section Two, also being an angle point for said 445.76 acre tract,

THENCE, with common boundary line of said Dove Hills Estates Section Two, and said 445.76 acre tract the following four (4) courses and distances, numbered 1 through 4,

1. S87°52'28"W, a distance of 474.73 feet to an iron rod found,
2. S87°51'08"W, a distance of 526.71 feet to an iron rod found,
3. S87°47'58"W, a distance of 300.16 feet to an iron rod found, and
4. S89°38'13"W, a distance of 46.72 feet to a 60d nail found in post located at the common corner of Lot 1 of said Dove Hills Estates Section Two and Lot 15 of said Dove Hills Estates Section One, and being a western corner of the said 445.76 acre tract,

THENCE, with common boundary line of said Dove Hills Estates Section One, and said 445.76 acre tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N08°33'38"E, a distance of 336.88 feet to an iron rod,
2. N25°12'16"E, a distance of 418.60 feet to an iron rod found,
3. N09°01'18"E, a distance of 41.65 feet to an iron rod found,
4. N08°24'13"E, a distance of 276.06 feet to an iron rod found,
5. N08°11'26"E, a distance of 179.37 feet to an iron rod found,
6. N08°18'28"E, a distance of 158.36 feet to an iron rod found,
7. N08°19'18"E, a distance of 315.02 feet to an iron rod found, and

N08°40'18"E, a distance of 230.02 feet to the **POINT OF BEGINNING**, containing 445.757 acres tract of land.

EASEMENT AGREEMENT – EXHIBIT "C"

