

EXHIBIT

"A"

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") is made by and between KB HOME LONE STAR, INC., a Texas corporation, hereinafter called the "**Developer**", and the CITY OF ROUND ROCK, TEXAS, (hereinafter called "**City**"), both acting by and through their duly authorized officials.

RECITALS:

WHEREAS, the Developer has contracted to acquire an approximately 158.006 acre tract of land at the location described in **Exhibit "A"**, attached hereto (the "**Property**") pursuant to that certain Agreement for Purchase and Sale of Real Property dated October 1, 2012, between Developer, as buyer, and the Marvin H. Freeman Testamentary Trust, and the Estate of Maurine Freeman, Deceased, collectively as seller; and

WHEREAS, the City owns approximately 2.426 acres of land at the location described in **Exhibit "B"**, attached hereto (the "**City Property**"); and

WHEREAS, the Developer intends to develop the Property as a Planned Unit Development following its acquisition of the Property, which shall include up to 250 residential lots ("the **Project**"); and

WHEREAS, a Traffic Impact Analysis ("**TIA**") was conducted and recently approved by the City for the Project; and

WHEREAS, the TIA indicates the need for the construction of the extension of Forest Ridge Boulevard through the Property and the City Property at the location described in **Exhibit "C"**, attached hereto (the "**Road Extension**"); and

WHEREAS, the TIA also indicates the need for a future traffic signal at the intersection of Forest Ridge Blvd. and Red Bud Lane at the location described in **Exhibit "D"**, attached hereto (the "**Traffic Signal Improvement**"); and

WHEREAS, the City desires to cooperate with the Developer to facilitate the construction of the Road Extension and the Traffic Signal Improvement; and

WHEREAS, the City and the Developer desire to cooperate in the utilization of a reuse water system to irrigate certain common areas and rights-of-way within the Property and the Joe Freeman Memorial Park located both within the Property and the City Property; and

WHEREAS, the Developer further agrees to be responsible for certain tree mitigation requirements, trail construction and repair, and wall construction on the Property, City Property and other property as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and City do hereby agree as follows:

Article 1.
Developer Participation

1.1 Project Schedule. Developer intends to commence construction of the Project in 2013.

1.2 Road Extension. The Developer agrees to construct the Road Extension, being the extension of Forest Ridge Boulevard, as a forty (40') foot wide neighborhood collector within a sixty-five (65') foot right-of-way through the Property and the City Property at the location shown in **Exhibit "C"**.

1.2.1 Timing of Road Extension. The Developer agrees to complete the Road Extension simultaneously with the construction of the subdivision improvements for the first phase of the Property. At Developer's option, the Developer may post a bond with a security company approved by the City in an amount of the estimated cost to complete the subdivision improvements to allow for the recordation of the first final plat of the Property during construction of the Road Extension. No residential building permits will be issued until the Road Extension is completed and accepted by the City, except for building permits for the construction of model homes, as described in Section 1.7, below.

1.2.2 Road Standards. The Road Extension will be designed pursuant to City standards for a neighborhood collector roadway and the design plans shall be approved by the City prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed.

1.2.3 Maintenance and Warranty. Prior to issuance of the letter of acceptance by the Planning and Development Services Director

pursuant to Section 36-207 of the Round Rock Code of Ordinances, the Developer will provide a two (2) year maintenance guarantee in favor of the City by means of a warranty bond, subject to the approval of the City, in the form specified in the City's Development Packet.

1.3 Traffic Signal Improvement. Prior to the recordation of the first final plat on the Property or the issuance of the first subdivision improvement permit (including the Road Extension), the Developer shall place \$110,000 into an escrow account with the City, said sum being the Developer's pro-rata share of the estimated amount needed to design and construct the Traffic Signal Improvement. At Developer's option, the Developer may post a performance bond with a security company approved by the City in the amount of the escrowed sum, in lieu of the escrowed amount. Said sum may be utilized by the City to construct and install the Traffic Signal Improvement as stated in Article 2, below, provided that the City shall provide to Developer at least thirty (30) days prior written notice before drawing on said performance bond to allow the Developer to replace said bond with cash.

1.4 Wall Construction and Landscaping. The Developer agrees to construct a wall of a natural sandstone/limestone blend in conformance with the wall constructed within the PUD. The wall shall be eight (8') feet high along the City Property boundary abutting Forest Bluff, Section 1B, Lots 18, 19, 20, 21 and 31, and six (6') feet high abutting Forest Bluff, Section 1C. Block B, Lot 1, at the locations shown on **Exhibit "E"**, attached hereto. The Developer will also be responsible for installing all of the right-of-way landscaping and associated irrigation required in the PUD. No residential building permits will be issued until the landscaping, irrigation and the walls are installed and pass inspection by the City. After installation, the homeowners' association for the Property will be responsible for the repair and maintenance of all walls, landscaping and associated irrigation on and within both the Property and the City Property.

1.5 Park/Trail Improvements. The Developer agrees to design and construct the realignment of the Brushy Creek Trail through the City Property as required by the construction of the Roadway Extension and in conformance with the trail as constructed within the PUD. The trail design and location shall be approved by the City Parks Department in advance of construction. The trail shall be constructed simultaneously with the construction of the Roadway Extension and completed and accepted by the City prior to the issuance of any residential building permits, excluding permits for model homes as stated in Section 1.7

below. The Developer further agrees to re-design, repair and/or relocate the existing trail and/or other existing park amenities and structures if the Developer causes any damage to said improvements.

1.6 Tree Mitigation. The Developer agrees to follow all the City Tree Mitigation requirements for the City Property, as stated in Chapter 43 of the City Code of Ordinances, including mitigation of trees removed on the City Property due to the Roadway Extension.

1.7 Model Homes. The Developer may construct up to four (4) model homes conditioned upon compliance with all provisions stated in Section 10-51 of the Round Rock Code of Ordinances.

Article 2. **City Participation**

2.1 Traffic Signal Improvement. The TIA indicates the necessity for the construction of the Traffic Signal Improvement at the intersection of Forest Ridge Boulevard and Red Bud Lane. The City shall be responsible for the installation and construction of the Traffic Signal Improvement utilizing the above-described \$110,000 escrow payment or performance bond. Any costs over and above the \$110,000 shall be the City's responsibility.

2.2 Timing. The City shall construct or cause to be constructed the Traffic Signal Improvement pursuant to the requirements of the Texas Manual of Uniform Traffic Control Devices. If, however, the warrants are not met within two (2) years after the recordation of the last final plat for the Project, the City shall release the \$110,000 escrow payment or bond and the Developer shall have no further obligation regarding the Traffic Signal Improvement.

Article 3. **Reuse Water**

3.1. Utilization of Reuse Water. The City will construct and maintain, at its sole cost, a reuse water line (the "Reuse Water System") from the Brushy Creek treatment plant to a location agreeable to both parties based on the final subdivision improvement plan design, but generally located and terminating within the area shown on **Exhibit "F"**, attached hereto. The City shall use its best efforts to construct the Reuse Water System to the location described above no later than January 30, 2014. The Reuse Water System shall only be used to irrigate common areas and rights-of-way with the subdivision and the Joe Freeman Memorial Park.

No cross connection between the reuse water system and the potable water system shall be permitted. Following the City's installation of the Reuse Water System to the location described above, the Developer shall pay all costs to purchase, install and maintain the Reuse Water System, including the meters, within the common areas and rights-of-way and the Joe Freeman Memorial Park. The City will take over operation and maintenance of the Water Reuse System and meter within the Joe Freeman Memorial Park installed by Developer after the Water Reuse System is accepted by the City. The homeowners' association for the Property will take over the operation and maintenance of the Reuse Water System beyond the city water meter within the common areas and the Forest Ridge Boulevard right-of-way.

3.2 Posting of Notice. The Developer shall post signs at both subdivision entrances at Forest Ridge Drive indicating that the reuse water is being utilized in the common areas. Advisory signs shall include the text "Do Not Drink" in in English and Spanish, along with the equivalent international symbols as described in Chapter 30, Section 210 of the Texas Administrative Code. The homeowner's association for the Property shall be responsible for repairing, maintaining and replacing the signs after installation.

3.3 Discontinuance of Service. Any major deviations from the requirements set forth herein, or any actions regarding the utilization of the reuse water system affecting the public health and safety (as determined by the City) may result in a discontinuance of the reuse water system.

3.4 Unauthorized Work and Disconnection. No person shall tamper with, work on, or otherwise alter or damage the reuse water system without the express authorization of the City.

3.5 Reuse Water Rates and Procedures. The volume rate per 1,000 gallons of use for reuse water shall be 75% of the Rate Block One, as stated and amended in Section 44-29 of the City of Round Rock Code of Ordinances. This rate is irrespective of the amount of reuse water used in any given month and regardless of meter size. All utility billing procedures and requirements as described in Sections 44-29 through 44-33 of the Round Rock Code of Ordinances shall apply to the utilization of reuse water. No water impact fees shall be owed for reuse water utilization.

3.6 Irrigation Requirements. Reuse water is not subject to the City's Drought Contingency Plan, including water restrictions.

Article 4.
Miscellaneous

4.1 Mutual Assistance. The City and the Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions of this Agreement.

4.2 Representations and Warranties. The City represents and warrants to the Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.

4.3 Default. If either the City or the Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a period of thirty (30) days to cure such default, provided, however, if the nature of the default does not involve the payment of money and is such that it cannot be reasonably cured within thirty (30) days, then the defaulting party shall have such time as is reasonably necessary to cure the default so long as the cure is commenced in thirty (30) days and diligently pursued to completion, prior to instituting an action for breach or pursuing any other remedy for default. If the defaulting party remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the defaulting party's breach.

4.4 Attorney's Fees. In the event any legal action or proceeding is commenced between the City and the Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Developer.

4.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

4.7 Assignment. The obligations of Developer hereunder shall run with the land. The Developer may assign all or part of its rights and obligations to a third party without the written consent of the City; so long as the assignee has the

financial ability and development experience to perform the obligations of Developer hereunder.

4.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

4.9 Termination. The City may terminate this Agreement if the extension to Forest Creek Boulevard is not open to the public within five (5) years after the Effective Date.

4.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: KB Home Lone Star, Inc.
10800 Pecan Park, #200
Austin, Texas 78750
Ph: (512) 651-8100

City: Steve Norwood, City Manager
City of Round Rock
221 East Main St.
Round Rock, TX 78664
Ph: (512) 218-5400
Fx: (512) 218-7097

with a copy to: City Attorney
309 East Main St.
Round Rock, TX 78664
Ph: (512) 255-8877
Fx: (512) 255-8986

Either party may designate a different address at any time upon written notice to the other party.

4.11 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in

the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

4.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

4.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

4.16 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A" Property Description

Exhibit "B" City Property Description

Exhibit "C" Road Extension Location

Exhibit "D" Traffic Signal Improvement Location

Exhibit "E" Wall Location

Exhibit "F" City Reuse Water System Termination Location

4.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

4.18 Effective Date. This Agreement becomes effective when signed by the City.

IN WITNESS WHEREOF, DEVELOPER AND THE CITY have executed duplicate counterparts to effectuate this Agreement to be effective as of the last date of due execution.

KB HOME LONE STAR, INC.

By: _____
John Zinsmeyer, Vice-President

Date: _____

THE CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor
City of Round Rock, Texas

Date: _____

Attest:

Sara White, City Secretary

EXHIBIT A

Property Description

EXHIBIT - A

158.006 ACRES
JOSEPH MARSHALL SURVEY, ABSTRACT 409
WILLIAMSON COUNTY, TEXAS
TITLE

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE JOSEPH MARSHALL SURVEY, ABSTRACT 409, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING A PORTION OF THAT 317.966 ACRE TRACT OF LAND CONVEYED TO THE FREEMAN FAMILY TRUST AND MARVIN H. FREEMAN ESTATE IN VOLUME 2453, PAGE 437, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, IN ALL A TOTAL OF 158.006 ACRES MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at the southwestern corner of Red Bud Acres, a subdivision recorded in Cabinet C, Slide 71 of the Plat Records of Williamson County, Texas (P.R.W.C.TX), common to a point in the northeastern line of Forest Ridge, Phase V, a subdivision recorded in Cabinet O, Slides 151-152, (P.R.W.C.TX), also being an eastern corner and **POINT OF BEGINNING** of the herein described tract

THENCE, with the northern boundary line of said Forest Ridge, Phase V, and Forest Ridge, Phase II, a subdivision recorded in Cabinet L, Slides 378-381, (P.R.W.C.TX), N76°20'26"W, a distance of 2508.56 feet to a point at a northwestern corner of said Forest Ridge, Phase II, common to an eastern corner of Revised Lake Forest III, Phase III, a subdivision recorded in Cabinet Z, Slides 276-278, (P.R.W.C.TX),

THENCE, with an eastern boundary line of said Revised Lake Forest III, Phase III, the following three (3) courses and distances, numbered 1 through 3,

1. S00°48'49"W, a distance of 412.58 feet to a point
 2. N03°44'58"E, a distance of 395.34 feet to a point, and
 3. N03°08'01"E, a distance of 501.00 feet to an northeastern corner of said Revised Lake Forest III, Phase III, tract common to a southeastern corner of a 21.191 acre tract conveyed to Gregory Stephen Carter in Document No. 2010072268, of the Official Public Records of Williamson County, Texas, (O.P.R.W.C.TX),
1. **THENCE**, with a southeastern boundary line of said 21.191 acre tract and of Lot 1, Block A, (95.511 acres), of Brushy Creek Regional Wastewater Treatment Plant, a subdivision recorded in Cabinet DD, Slides 272-273, (P.R.W.C.TX), the following three (3) courses, numbered 1 through 3,
 2. N28°00'00"W, a distance of 90.00 feet to a point,
 3. N41°56'28"E, a distance of 336.63 feet to a point, and
 4. N39°45'42"E, a distance of 1074.14 feet to a point in a southern line of said Lot 1, Block A, (95.511 acres), of Brushy Creek Regional Wastewater Treatment Plant.

THENCE, with the southeastern boundary line said Brushy Creek Regional Wastewater Treatment Plant, the following seven (7) courses and distances, numbered 1 through 7,

1. N72°07'08"E, a distance of 545.97 feet to a point,
2. N63°42'53"E, a distance of 317.37 feet to a point,
3. N59°00'04"E, a distance of 58.65 feet to a point,
4. N25°41'40"E, a distance of 191.78 feet to a point,
5. N05°17'43"E, a distance of 148.50 feet to a point,
6. N31°27'17"E, a distance of 253.39 feet to a point, and
7. N61°28'26"E, a distance of 449.45 feet to a point in the western line of Forest Bluff, Section 1C, a subdivision recorded in Cabinet O, Slides 340-348, (P.R.W.C.TX), common to an eastern corner of said Brushy Creek Regional Wastewater Treatment Plant, also being the northernmost corner of the herein described tract.

THENCE, with the western boundary line of said Forest Bluff, Section 1C and a 2.426 acre tract conveyed to the City of Round Rock in Document No. 2004056071, (O.P.R.W.C.TX), S01°39'27"E, a distance of 531.18 feet to a point in the western boundary line of said 2.426 acre tract,

THENCE, with the western boundary line of said 2.426 acre tract and Forest Bluff, Section 1B, a subdivision recorded in Cabinet N, Slides 379-380, (P.R.W.C.TX), S02°45'39"E, a distance of 452.63 feet to a point at the southwestern corner of said Forest Bluff, Section 1B, common to the northwestern corner of Old Oak Estates, a subdivision recorded in Cabinet D, Slides 49-50, (P.R.W.C.TX),

THENCE, with the western boundary line of said Old Oak Estates, the following eleven (11) courses and distances, numbered 1 through 11,

1. S02°29'03"E, a distance of 144.27 feet to a point,
2. S03°05'31"W, a distance of 26.00 feet to a point,
3. S03°05'31"W, a distance of 54.70 feet to a point,
4. S00°10'31"W, a distance of 23.57 feet to a point,
5. S00°23'59"E, a distance of 105.45 feet to a point,
6. S02°01'20"E, a distance of 144.68 feet to a point,
7. S02°45'29"E, a distance of 122.98 feet to a point,
8. S03°12'31"W, a distance of 35.00 feet to a point,
9. S05°12'31"W, a distance of 93.25 feet to a point,
10. S03°20'01"W, a distance of 18.34 feet to a point, and
11. S01°24'02"W, a distance of 231.17 feet to a point for the southwestern corner of said Old Oak Estates common to a northwestern corner of a 2.930 acre tract conveyed to Tim and Juanita Rico in Document No. 9734617, Official Records of Williamson County, Texas (O.R.W.C.TX),

THENCE, with the western boundary line of said 2.930 acre tract, S00°19'13"E, a distance of 241.86 feet to the southwestern corner of said 2.930 acre tract, common to the northwestern corner of Woodhollow Subdivision, a subdivision recorded in Cabinet D, Slides 328-329, (P.R.W.C.TX),

THENCE, with the western boundary line of said Woodhollow Subdivision, S00°56'10"E, a distance of 478.58 feet to the southwestern corner of said Woodhollow Subdivision, common to the northwestern corner of a 1.35 acre tract conveyed to Bruce H. Jackson in Document No. 9634736, (O.R.W.C.TX),

THENCE, with the western boundary line of said 1.35 acre tract, S02°01'00"W, a distance of 224.49 feet to a point for the southwestern corner of said 1.35 acre tract, common to the northwestern corner of said Red Bud Acres,

THENCE, with the western boundary line of said Red Bud Acres, the following two (2) courses and distances, numbered 1 and 2,

1. S00°06'14"E, a distance of 1162.57 feet to a point, and
2. S00°08'23"W, a distance of 47.06 feet to the POINT OF BEGINNING and containing 158.006 acres of land.

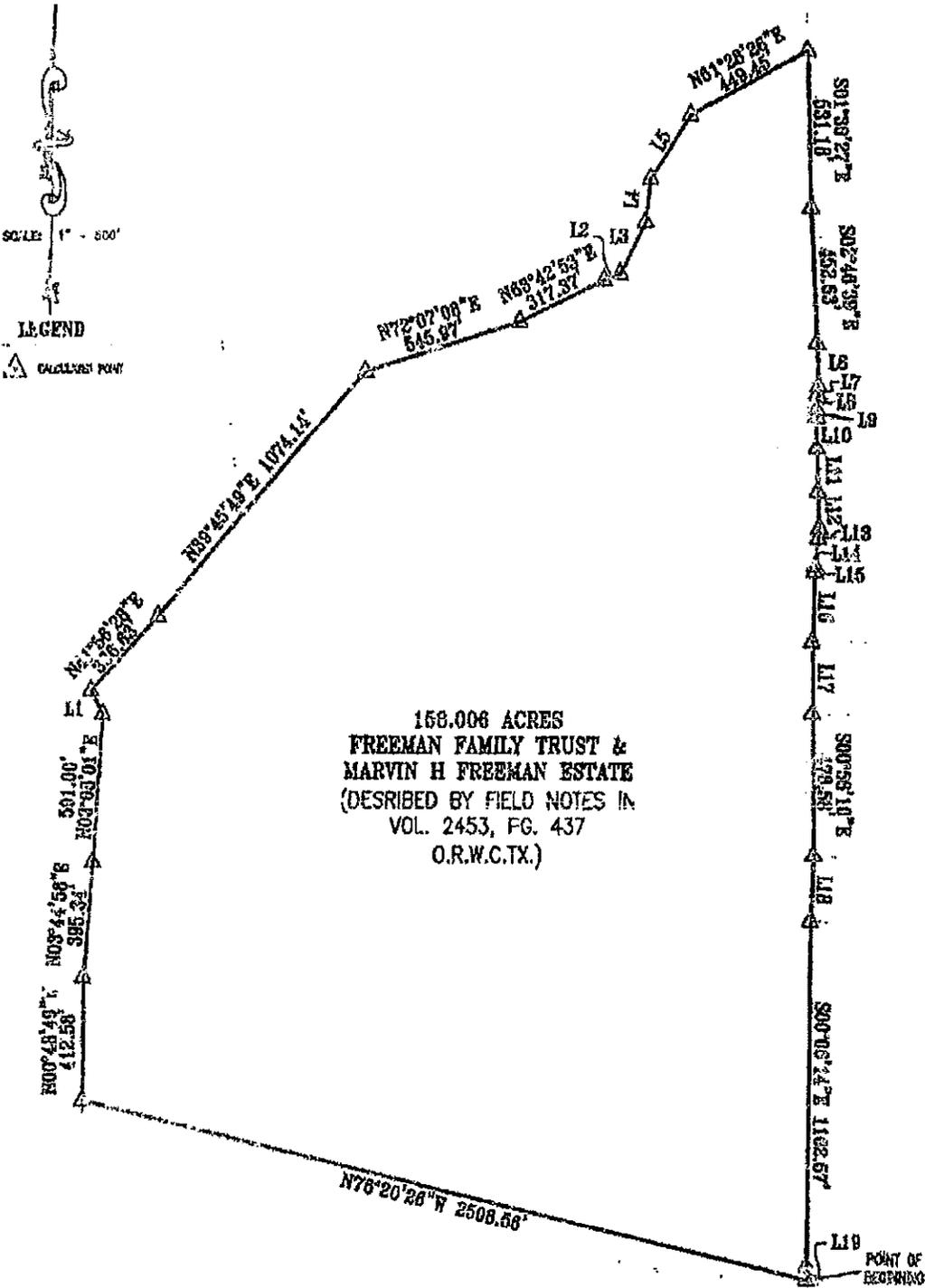
These field notes are prepared based on record information found in Volume 2453, Page 437, Public Records of Williamson County, Texas. No actual on-the-ground survey was performed.

Prepared by:
AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-260-5160 Fax: 512-280-5165
carol@cbdoering.com

BEARING BASIS: VOLUME 2453, PAGE 437, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

D:\4137-FREEMAN FOUND ROCKS\SURVEY\FIELD NOTES\FN-FREEMAN TRACT

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 500'

LEGEND

▲ CALCULATED POINT

158.006 ACRES
 FREEMAN FAMILY TRUST &
 MARVIN H FREEMAN ESTATE
 (DESCRIBED BY FIELD NOTES IN
 VOL. 2453, PG. 437
 O.R.W.C.TX.)

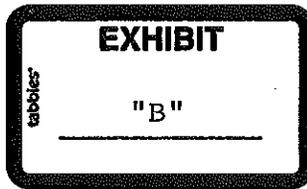
SHEET 1 OF 2

BEARING BASIS: VOL. 2453, PG. 437, O.R.W.C.TX.

	Carlson, Brignace & Doering, Inc.
	Civil Engineering • Surveying 524 West 9th and Girard - Dallas • Austin, Texas 78708 Phone: (214) 524-1111 • Fax: (214) 524-1115
	PATH: - J: 4137-FREEMAN ROUND ROCK/DWG\FN-FREEMAN

EXHIBIT B

City Property Description



PROPERTY DESCRIPTION

DESCRIPTION OF A 2.426 ACRE REMAINDER TRACT OF LAND SITUATED IN THE JOSEPH MARSHAL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT OF LAND DESCRIBED AS 2.4643 ACRES CONVEYED BY INSTRUMENT TO WHITNEY PARTNERSHIP AND FOREST RIDGE INVESTMENTS, LTD. AND RECORDED IN DOCUMENT 9526622, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.426 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the easterly boundary line of a 125.25 acre tract of land as conveyed to M. H. Freeman by instrument recorded in Volume 343 Page 230 of said Public Records, said iron rod also being a point in the westerly property line of Lot 19 Section 1B of the Forest Bluff Subdivision as recorded in Cabinet N, Slide 379-380 of said Public Records and the **POINT OF BEGINNING HEREOF** and from which a ½" iron rod found in the common boundary line of said Freeman and Lot 19 bears S04°43'16"E, a distance of 15.18 feet;

THENCE, with said Freeman easterly boundary line, being the westerly line hereof, **N04°43'16"W**, for a distance of **628.22** feet to a 1" iron pipe found being the southerly corner of Lot 11, Block B, Section 1C, of the Forest Bluff Subdivision as recorded in Cabinet O, Slide 346-347 of said Public Records and also being the northwesterly corner hereof;

THENCE, with the said common boundary line of lot 11, and northerly line hereof, **N35°01'36"E**, for a distance of **147.28** feet to a iron rod found being the southeasterly corner of said Lot 11 in said subdivision, also being an angle point in the westerly boundary line of Lot 4 of said subdivision and being the most northerly corner hereof;

THENCE, with said common boundary line of said subdivision, being the westerly boundary line of Lot 4, Lot 3, Lot 2 and Lot 1 respectively and being the northeasterly boundary line hereof the following 4 (four) courses;

1. **S14°38'45"E**, for a distance of **37.44** feet to a iron rod found being the southwestery corner of said Lot 4 and also being the northwesterly corner of Lot 3, and a point for angle hereof;
2. **S23°52'24"E**, for a distance of **74.86** feet to a iron rod found in the southwestery corner of said Lot 3, and also being the northwesterly corner of Lot 2, and an point for angle hereof;
3. **S33°30'33"E**, for a distance of **74.88** feet to a iron rod found in the southwestery corner of said Lot 2, also being a point in the northwesterly corner of Lot 1, and a point for angle hereof;
4. **S49°17'14"E**, for a distance of **86.95** feet to a iron rod found being the southeasterly corner of said Lot 1 and a point for angle hereof;

THENCE, with the easterly boundary line of Lot 1, along a curve to the right having a radius of **530.00** feet, a central angle of **10°17'23"**, an arc length of **95.18** feet and a chord which bears **N33°10'51"E** for a distance of **95.05** feet to a capped iron rod set at the terminus of Forest Ridge Boulevard as per the plat of said subdivision as and being a point for angle hereof, and from which an iron rod found in the northerly right-of-way line of Forest Ridge Boulevard bears **N34°02'24"E** at a distance of 4.79 feet;

THENCE, with the terminus right-of-way line of Forest Ridge Boulevard, **S51°56'11"E**, for a distance of **60.00** feet to a concrete nail set in a sidewalk at the terminus of said Forest Ridge Boulevard, being a point of curvature in the westerly property line of Lot 31, Block A, Forest Bluff Section 1B, as recorded in Cabinet N, Slide 379-380 of said Public Records and also being the northwesterly corner hereof;

THENCE, with said common boundary line of said Lot 31, being the easterly boundary line hereof, along a curve to the left having a radius of **470.00** feet, a central angle of **12°54'44"**, an arc length of **105.92** feet and a chord which bears **S31°27'27"W** for a distance of **105.69** feet to a iron rod found being an angle point hereof.

THENCE, with said common boundary line, **S25°13'47"W**, at a distance of **59.67** feet pass a Iron rod found for the northwest corner of Lot 21 and southwest corner of Lot 31, at a distance of **227.30** feet pass an iron rod found for the northwest corner of Lot 20 (being a lot of utility conveyance and access per plat) and southwest corner of Lot 21, at a distance of **249.10** feet pass an iron rod found on the northwest corner of Lot 19 and southwest corner of Lot 20, and continuing for a total distance of **525.38** feet to the **POINT OF BEGINNING** and containing 2.426 acre of land.

Note: Bearings are based on Grid Bearings, distances are surface distances, and coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, using a Combined Adjustment Factor of 1.00012.

This property description is accompanied by a separate plat.

I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

3 FEB '04

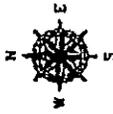
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Civil Associates, L.L.C.
206 West Main Street Suite 107
Round Rock, TX 78664
512-238-1200

Date



SKETCH TO ACCOMPANY DESCRIPTION

LEGEND	
○	CONCRETE PILE SET
○	PAVED ROAD (SEE NOTES HEREIN)
○	UNPAVED ROAD (SEE NOTES HEREIN)
○	WALL (SEE NOTES)
○	WOODEN FENCE
○	POST OF BOUNDARY
○	SPRINKLER HEAD (SEE NOTES)
○	CONCRETE FOUNDATION



SCALE: 1" = 100'

NOTE: BEARING AND DISTANCE OR BEARING AND DISTANCE AND BEARING AND DISTANCE COORDINATES ARE GIVEN IN THIS SURVEY ON THE TEXAS STATE PLANE COORDINATE SYSTEM. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. ALL ANGLES ARE IN DEGREES AND DECIMALS THEREOF. ALL CURVES ARE IN THE HORIZONTAL PLANE UNLESS OTHERWISE INDICATED.

NO.	DELTA	CH. DIRECTION	TANGENT	RADIUS	ARC	CHORD
CI	10°17'23"	N 55°20'31" E	47.72	550.00	95.18	95.05
CE	12°34'44"	S 34°27'27" W	53.18	470.00	103.92	105.59

NOTES:
 1. THE PLS. CURVE DATA FROM TITLE COMMITTEE NO. 487 APPROXIMATELY DEFINE THE CURVE LOCATED IN THIS TRACT. THE CURVE DATA MAY NOT BE EXACTLY IDENTICAL.
 2. VOLUME 200, PAGE 4.
 3. VOLUME 201, PAGE 4.
 4. VOLUME 202, PAGE 4.
 5. VOLUME 203, PAGE 4.
 6. VOLUME 204, PAGE 4.
 7. VOLUME 205, PAGE 4.
 8. VOLUME 206, PAGE 4.
 9. VOLUME 207, PAGE 4.
 10. VOLUME 208, PAGE 4.

SURVEYED UNDER THE DIRECT SUPERVISION OF:

Stephen T. ...

A. STEPHEN T. ... LAND SURVEYOR NO. 4853
 LICENSED STATE LAND SURVEYOR



2.426 ACRE TRACT
 WHITNEY PARTNERSHIP
 FOREST RIDGE INVESTMENTS, LTD.
 WILLIAMSON COUNTY, TEXAS

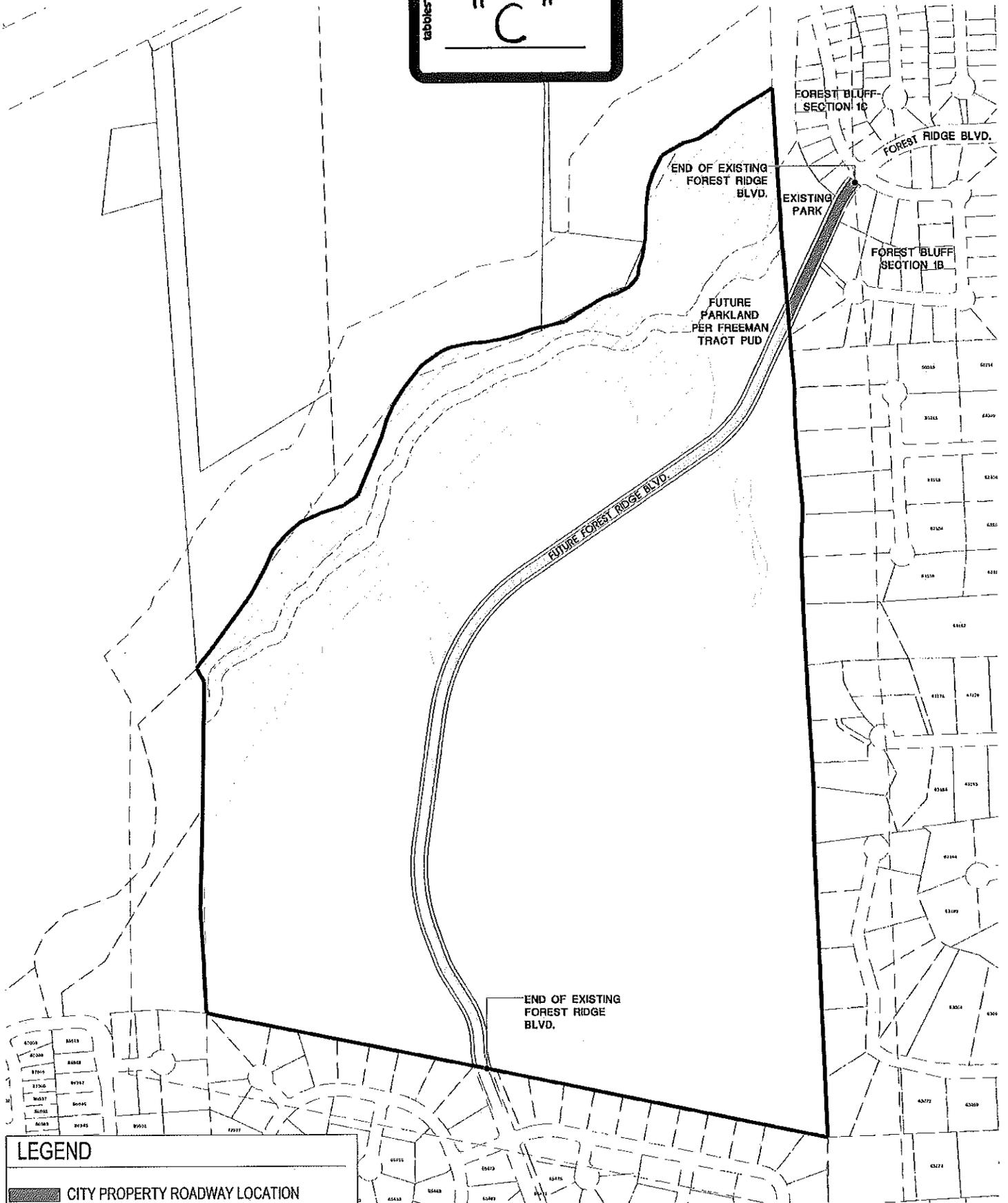
INLAND CIVIL ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 208 N. BERRY ST., DALLAS, TEXAS 75201
 PH: (214) 234-1200, FAX: (214) 234-1231

RECORDERS MEMORANDUM
 All or parts of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT C

Road Extension Location

EXHIBIT
"C"



LEGEND

- CITY PROPERTY ROADWAY LOCATION
- DEVELOPER PROPERTY ROADWAY LOCATION



ROAD EXTENSION LOCATION

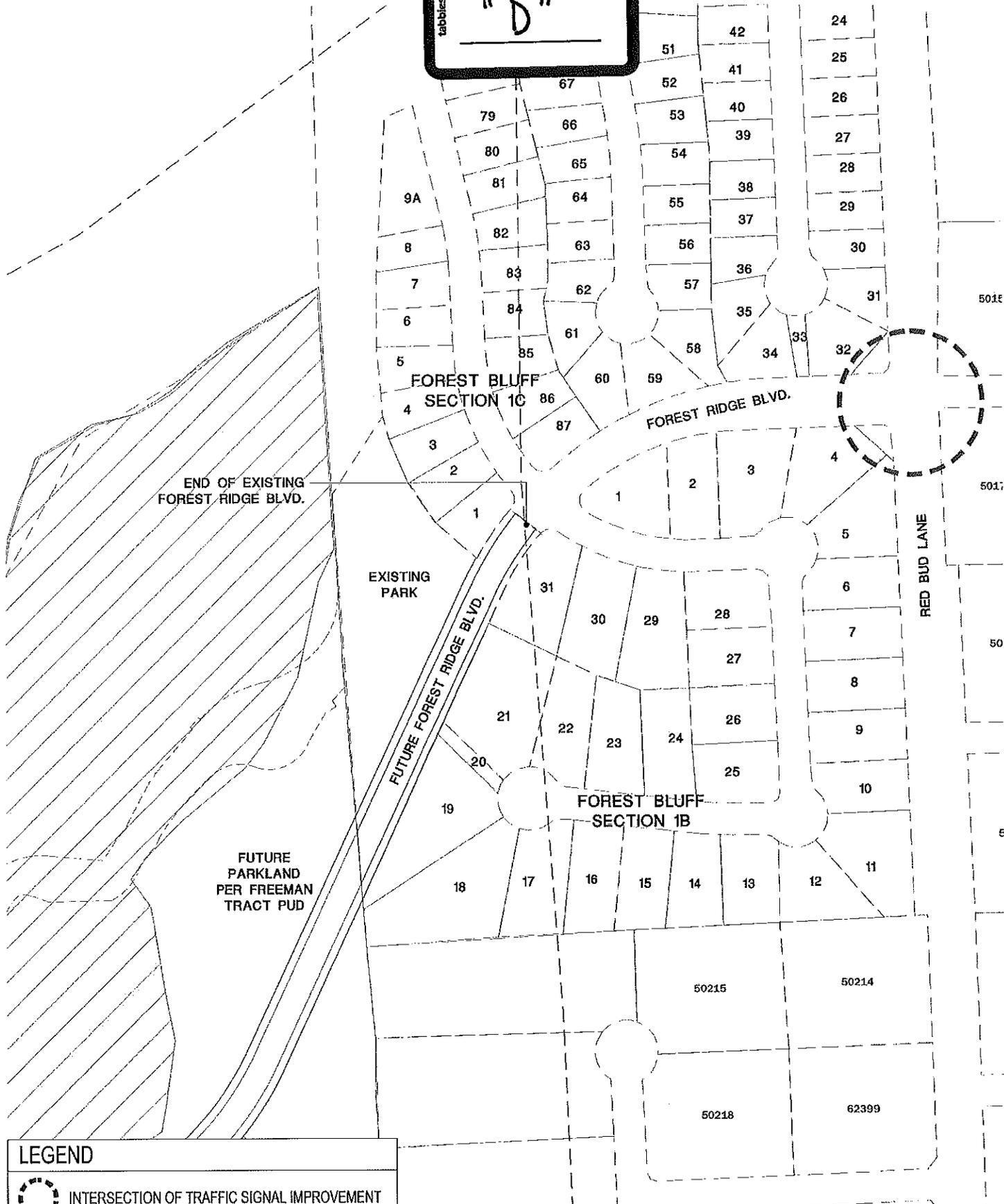
Exhibit D

Traffic Signal Improvement Location

EXHIBIT

"D"

tabbles



END OF EXISTING FOREST RIDGE BLVD.

EXISTING PARK

FUTURE PARKLAND PER FREEMAN TRACT PUD

FUTURE FOREST RIDGE BLVD.

FOREST RIDGE BLVD.

RED BUD LANE

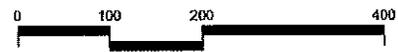
FOREST BLUFF SECTION 1C

FOREST BLUFF SECTION 1B

LEGEND



INTERSECTION OF TRAFFIC SIGNAL IMPROVEMENT

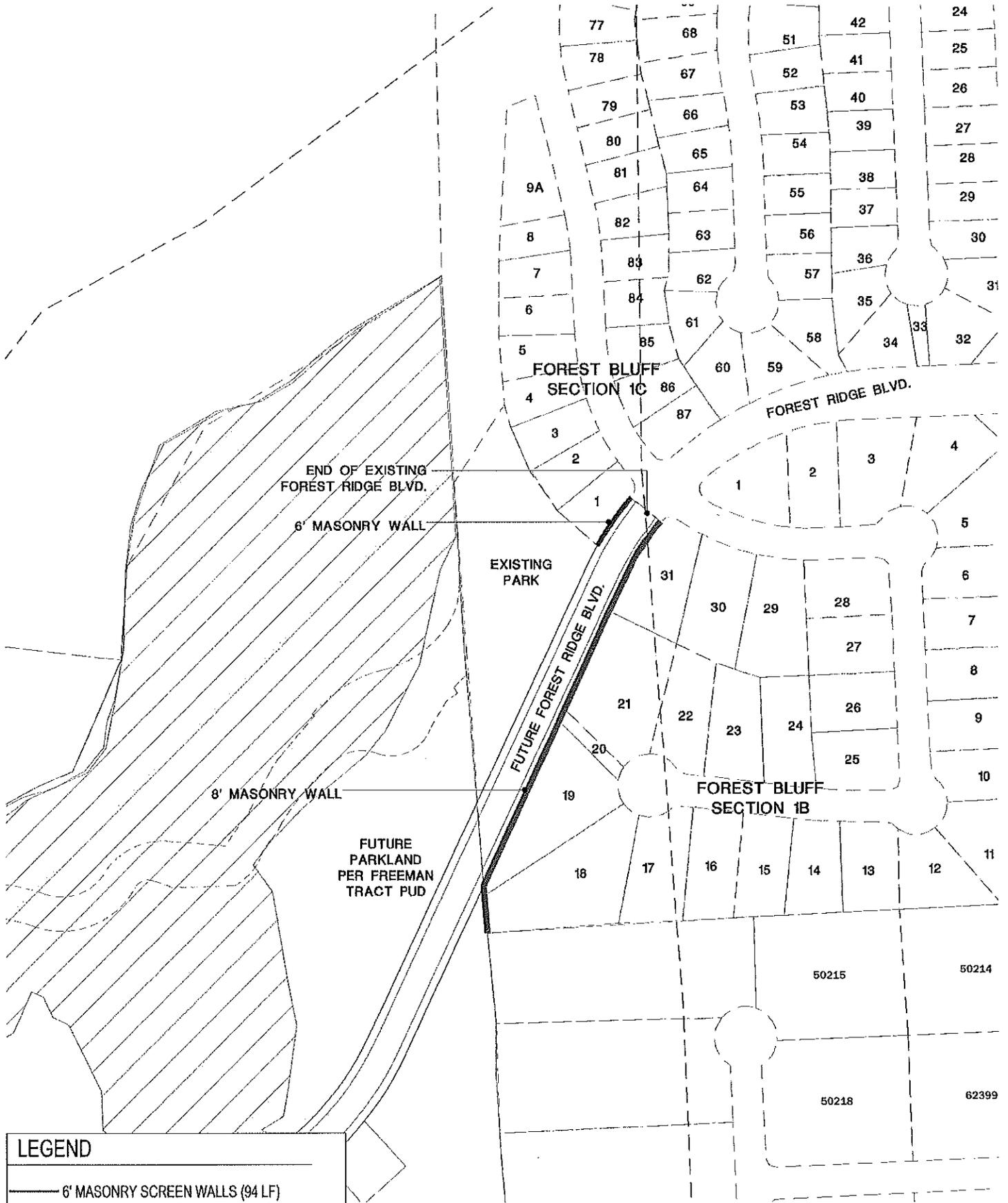


TRAFFIC SIGNAL IMPROVEMENT LOCATION

Exhibit E

Wall Locations

EXHIBIT - E



LEGEND

- 6' MASONRY SCREEN WALLS (94 LF)
- 8' MASONRY SCREEN WALLS (716 LF)



WALL LOCATIONS

Exhibit F

City Reuse Water System Termination Location

EXHIBIT

" F "

SEE FREEMAN MEMORIAL
PARK PLAN

IMPROVED PARKLAND
3.17 AC.
DEDICATED PUBLIC OPEN SPACE

EXISTING BRUSHY
CREEK TRAIL

BRUSHY CREEK
TRAIL CONNECTION

100yr. FLOODPLAIN

FLOODPLAIN
92.5 AC.
DEDICATED PUBLIC
OPEN SPACE

EXISTING
PARK

