

PROPERTY EXCHANGE CONTRACT

This Property Exchange Contract ("**Contract**") is made by and between **Round Rock, Texas ("City")**, **Chandler Creek Parcel G&I, L.P.**, a Texas limited partnership ("**GI**"), and **Chandler Creek Parcel J&K, L.P.**, a Texas limited partnership ("**JK**"). GI and JK will sometimes be herein collectively referred to as "**Chandler**."

RECITALS

A. City is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit A** attached hereto and incorporated herein ("**City Tract**").

B. GI is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit B** attached hereto and incorporated herein ("**GI Tract**"). JK is the owner of that certain tract of land located in Williamson County, Texas, described on **Exhibit C** attached hereto and incorporated herein ("**JK Tract**"). The City Tract, GI Tract and JK Tract will sometimes be herein referred to individually as the "**Tract**" and collectively as the "**Tracts**."

C. A portion of Cypress Boulevard ("**Existing Cypress Boulevard**") is currently located on the City Tract. The City and Chandler desire and have agreed that the Existing Cypress Boulevard should be abandoned and a new Cypress Boulevard ("**New Cypress Boulevard**") be constructed on the GI Tract. Attached hereto as **Exhibit D**, and incorporated herein, is a sketch ("**Sketch**") showing both the Existing Cypress Boulevard and New Cypress Boulevard.

D. GI desires to grant to City an easement ("**Easement**") over and across the GI Tract for purposes of constructing the New Cypress Boulevard. Following such construction, vacation of the Existing Cypress Boulevard, and removal of all pavement and other improvements located in, on and under the City Tract, GI will convey the GI Tract to City, JK will convey the JK Tract to City, and City will convey the City Tract to GI.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, City and Chandler agree as follows.

1. **New Cypress Boulevard.** New Cypress Boulevard will be four lanes, and will include, without limitation, a raised median, , lighting, curbs, gutters, and storm drainage. The median and lighting will conform to existing City standards.. Any enhancements to these standards requested by Chandler will be at the sole cost and expense of Chandler. If enhancements are requested, City and Chandler will enter into a license agreement requiring Chandler to maintain the median and the lighting. Sidewalks will be constructed by Chandler or their assigns when each tract is developed. Plans and specifications (collectively, the "**Plans**") for New Cypress Boulevard will be provided by City to Chandler for their reasonable approval, not to be unreasonably withheld or delayed, prior to construction. City will be responsible for all costs of constructing New Cypress Boulevard, including signalization, and will construct it lien free and

in a good and workmanlike manner to standard City street construction standards. City will obtain an indemnity from the contractor for New Cypress Boulevard, in the form attached hereto as **Exhibit E**, whereby the contractor will indemnify GI against all liability resulting from its entry on to the GI Tract and construction of New Cypress Boulevard. The contractor will also be required to obtain and maintain during construction a general liability policy, in an amount reasonably satisfactory to GI, naming GI as an additional insured.

2. **Easement.** Following approval of the Plans by Chandler, City will provide an estimated commencement date for construction of New Cypress Boulevard. GI will, at least thirty (30) days prior to the estimated commencement, subject to approval of the Title Commitments (as hereinafter defined) by City and Chandler, grant and deliver to City an easement ("**Easement**") over and across the GI Tract for purposes of installation of New Cypress Boulevard. The Easement shall not permit the City to use or operate New Cypress Boulevard for public roadway purposes. The Easement will automatically terminate if (a) construction has not commenced within one hundred eighty (180) days following its execution by GI; (b) construction of New Cypress Boulevard has not been completed and opened for public use by June 1, , 2015 ("**Completion Date**"); or (c) City has not deeded the City Tract to GI by June 1, 2015. A copy of the Easement is attached hereto as **Exhibit F** and incorporated herein. Notwithstanding any provision in this Contract to the contrary, this Contract will automatically terminate, and neither party will have any further rights or obligations hereunder, if the Easement has not been executed and delivered by GI to City on, or before, January 1, 2014.

3. **Abandonment of Existing Cypress Boulevard.** Prior to completion of New Cypress Boulevard and commencement of its use by the public, City will (a) close, abandon and vacate Existing Cypress Boulevard; (b) remove all improvements located on, in or under the City Tract, including the existing street and all street materials; (c) install a curb at the end of the City Tract at Sunrise Boulevard and install end of road markers where the City Tract abuts New Cypress Boulevard; (c) grade the City Tract to substantially conform with the surrounding land owned by GI; and (d) sod, seed or revegetate the City Tract to substantially match the surrounding land (collectively, the "**City Work**"). Within thirty (30) days following completion of the City Work and its reasonable approval by GI ("**Closing Date**"), City will deed the City Tract to GI, GI will deed the GI Tract to the City, and JK will deed the JK Tract to City, pursuant to the form of Exchange Deed ("**Exchange Deed**") attached hereto as **Exhibit G** and incorporated herein.

4. **Failure to Complete New Cypress Boulevard.** In the event that City commences construction of New Cypress Boulevard, but fails to complete construction and open it to the public prior to the Completion Date, GI may provide written notice thereof to City, whereupon City will have thirty (30) days following such notice to complete construction and open New Cypress Boulevard to the public. In the event that City fails to remedy such failure within the thirty (30) days, GI may (a) terminate the Easement by recording a termination thereof in the Official Public Records of Williamson County, Texas; (b) remove all improvements previously constructed by City in the GI Tract pursuant to the terms of this Contract, and (iii) send an invoice to City for all costs of removal, which will become a demand obligation of City to GI, whereupon this Contract will be deemed terminated.

5. **Consideration.** A part of the consideration for each party's conveyance of the Tract it owns is the receipt of title to the Tract it is acquiring. The parties agree that the City Tract is of approximately equal value to the GI Tract and JK Tract.
6. **Escrow.** Upon full execution hereof, this Contract will be deposited with Georgetown Title Company ("**Title Company**"), attention: David Hays, 1717 N. Mays Street, Round Rock, Texas 78664.
7. **Effective Date of this Contract.** The effective date of this Contract ("**Effective Date**") will be deemed the date when a fully executed copy of this Contract is deposited with the Title Company, as evidenced by the date of receipt inserted by Title Company beneath its signature.
8. **Title Commitments.** Within thirty (30) days after the Effective Date of this Contract, Title Company will deliver to City and Chandler commitments for Title Insurance ("**Title Commitments**") covering the City Tract, GI Tract and JK Tract, respectively, issued by the Title Company showing matters affecting title to the respective Tracts which will appear in the owner's policies of title insurance, together with legible copies of all recorded documents constituting exceptions under the Title Commitments. The insured amount for the City Tract will be \$400,000. The insured amount for the GI Tract will be \$325,000. The insured amount for the JK Tract will be \$75,000.
9. **Surveys.** Within thirty (30) days after the Effective Date, City will obtain and deliver to Chandler current surveys ("**Surveys**") of the Tracts, dated after the date of this Contract, prepared on the ground by a registered surveyor. The Surveys will include the boundary lines of the real property and improvements, a metes and bounds description of the real property, visible or recorded easements and rights-of-ways, and fences. The Surveys will each be a Category 1-A, Condition II "Land Title Survey", as defined in the latest edition of the "Manual of Practice for Land Surveying in Texas" published by the Texas Society of Professional Surveyors, and certified in favor of City, GI, JK and the Title Company.
10. **Title and Survey Objections.** City and GI will each have fifteen (15) days after receiving the Title Commitment and Survey for the Tract or Tracts such party is to acquire, whichever is received last, to notify the owner of the applicable Tract of any matters contained in the Title Commitment or Survey that it finds objectionable ("**Objection Notice**"). Any matters in the Title Commitment or Survey to which the acquiring party does not so object, or matters objected to which are cured or for which such objections are waived, will be deemed "**Permitted Exceptions.**"
11. **Curing Objections.** Each party will have fourteen (14) days after receipt of the objecting party's Objection Notice in which the non-objecting party may attempt to cure the Title and Survey Objections. If for any reason the non-objecting party fails to cure the Title or Survey Objections during the 14-day cure period, then the objecting party may as its sole remedy either (a) waive any such Objections and proceed pursuant to the terms of this Contract or (b) terminate this Contract, in which case neither party will have any further rights or obligations hereunder.

12. **Easement Closing.** The Easement Closing will take place pursuant to Section 2 above by delivery by Chandler to City of an executed original of the Easement for purposes of recording by City in the Official Public Records of Williamson County, Texas.

13. **Closing.** The exchange of the Tracts will be closed (“**Closing**”) at the office of the Title Company on or before the Closing Date.

14. **Closing Obligations.**

a) City Closing Obligations. At the Closing, City will: (i) execute, acknowledge, and deliver to GI the Exchange Deed conveying to GI good and indefeasible title in fee simple to the City Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years and any Permitted Exceptions covering the City Tract; (ii) deliver possession of the City Tract to GI; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of tax is not required in connection with this transaction; (iv) execute a termination of the Easement, and (v) execute and deliver such other documents that may be reasonably required by the Title Company to close this transaction.

b) Chandler Closing Obligations. At the Closing, GI will: (i) execute, acknowledge, and deliver to City the Exchange Deed conveying to City good and indefeasible title in fee simple to the GI Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years, and any Permitted Exceptions covering the GI Tract; (ii) deliver possession of the GI Tract to City; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of taxes is not required in connection with this transaction; (iv) execute a termination of the Easement, and (v) execute and deliver such other documents as may be reasonably required by the Title Company to close this transaction. At the Closing, JK will: (i) execute, acknowledge, and deliver to City the Exchange Deed conveying to City good and indefeasible title in fee simple to the JK Tract, free and clear of all liens and encumbrances except the lien securing taxes for the year of closing and subsequent years, and any Permitted Exceptions covering the JK Tract; (ii) deliver possession of the JK Tract to City; (iii) execute a non-foreign status certificate sufficient to establish that the withholding of taxes is not required in connection with this transaction; and (iv) execute and deliver such other documents as may be reasonably required by the Title Company to close this transaction.

c) Title Policies. City will furnish to GI a standard owner’s title policy issued by Title Company covering the City Tract in the amount of \$400,000. GI will furnish to City a standard owner’s title policy issued by Title Company covering the GI Tract in the amount of \$325,000. JK will furnish to City a standard owner’s title policy issued by Title Company covering the JK Tract in the amount of \$75,000.

d) Tax Certificates. Title Company will deliver tax certificates or other evidence showing there are no delinquent taxes levied or assessed against either Tract as of Closing.

15. **Closing Costs.** Closing costs and prorations will be allocated as follows:

a) Taxes. Ad valorem taxes for the year of Closing will be prorated between City and Chandler for the Tracts. If the actual amounts to be prorated are not known as of Closing, the proration will be made on the basis of the best information then available, and thereafter, when actual figures are received, a cash settlement will be made between City and Chandler. Any taxes resulting from a change in use or ownership of the Tracts will be the responsibility of the acquiring party. These obligations survive Closing.

b) Fees. All costs for the Surveys will be paid for by City. All costs for recording of the Easement and termination of the Easement will be paid by City. All costs for the base premiums for the Title Policies, recording of the Exchange Deed, the tax certificates and any escrow fee charged by Title Company will be paid for by City. All other recording costs will be paid for by the party incurring them as will any additional Title Policy costs or premiums incurred at the request of such party. Each party will be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

16. **Representations.** City and Chandler each represent to the other the following matters with regard to the Tract which it owns:

a) Contracts: Except as shown in the Permitted Exceptions, the Tract is not in whole or in part encumbered by any lease or occupancy agreement which would be binding after Closing;

b) Proceedings: The Tract is not subject to any condemnation, litigation, administrative or other legal proceedings, and to the best of the owner's knowledge no such actions or proceedings have been commenced or threatened;

c) Compliance: To the owner's actual knowledge, without independent inspection, the Tract is in compliance with applicable laws, and has not been used for the generation, manufacturing, storage, disposal or transport of any hazardous or toxic substances or materials;

d) Authority: The person(s) signing this Contract has the full right, power and authority to enter this Contract on behalf of the owner; and

e) Taxes: To the best of the owner's knowledge, the Tract is not subject to any additional ad valorem taxes related to the year of Closing or prior years arising out of a change in the use or ownership thereof.

17. **Property Condition.** EACH PARTY ACKNOWLEDGES THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE TRACT, IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS WHICH MAY HAVE BEEN MADE BY THE OTHER PARTY OR

ITS EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES. EACH PARTY IS ACQUIRING ITS TRACT IN ITS "AS-IS" CONDITION, WITH ALL DEFECTS, IF ANY, ACCEPTED. EACH PARTY WAIVES ALL RIGHTS WHICH IT HAS OR MAY HAVE IN THE FUTURE WITH REGARD TO (AND THE OTHER PARTY DISCLAIMS) ALL WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY ACKNOWLEDGES THAT IT HAS AND WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT ALL ASPECTS OF THE TRACT. FURTHER, NEITHER PARTY WILL BE LIABLE FOR FALSE OR INACCURATE INFORMATION CONTAINED IN ANY DOCUMENTS OR INFORMATION PREPARED BY THIRD PARTIES. EACH PARTY AGREES THAT THE TERMS OF THIS SECTION 17 ARE A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT.

18. **Notices.** Any notice or communication to be given hereunder will be given by placing the notice or communication in the United States mail, certified or registered, properly stamped or by Federal Express or other reputable overnight delivery service which evidences receipt, and addressed to the address shown on the signature pages hereof, or such other address as the respective party may direct in writing to the other, or by facsimile or personal delivery to such address by a party, and such notice or designation will be deemed to be received upon the first to occur of receipt or three (3) days after such notice is placed in the mail, upon the next following business day if by overnight carrier, or upon actual receipt if by delivery service or facsimile.

19. **Condemnation.** If any portion of a Tract is taken by eminent domain or condemnation, then any party may terminate this Contract by giving written notice to the other parties within ten (10) days of such taking or condemnation, or, if this Contract is not terminated, complete this exchange with the terms of the Contract unaffected and receive an assignment of the party's right to the applicable taking awards or damages.

20. **Default.** In addition to the remedy provided in Section 4, in the event either party fails or refuses to perform in accordance with the terms of this Contract, through no fault of the other parties, then the non-defaulting party will give written notice of such default to the defaulting party, and if the default is not cured within ten (10) days after such notice, then the non-defaulting party will have, as its sole and exclusive remedy, the right to either terminate this Contract or enforce specific performance.

In the event of litigation between the parties regarding this Contract, the party prevailing in such litigation will be entitled to receive from the non-prevailing party all attorneys fees and court costs incurred by the prevailing party in such litigation.

21. **Real Estate Commission.** The parties represent to one another that they have not engaged any real estate broker or agent or any other person to whom a real estate commission, finder's fee, or other compensation would be owing on account of this transaction. Each party will indemnify and hold the other harmless from any and all other claims for real estate commissions, finder's fees and/or similar fees, to the extent such claims are based on their alleged actions.

22. **Entire Agreement.** This Contract contains all agreements between the parties, and no agreement not contained herein will be recognized by the parties.
23. **Binding Effect.** This Contract will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.
24. **Assignability.** This Contract is not assignable.
25. **Date for Performance.** In the event any date for performance hereunder falls on a Saturday, Sunday or legal holiday, then such date for performance will be automatically extended to be the next following business day.
26. **District Notice.** If the subject Tracts are situated within a utility district subject to the provisions of Section 50.301 of the Texas Water Code, then at or prior to the Closing, the party conveying such Tract will agree to give the acquiring party written notice as required by such statute and the other party agrees to sign and acknowledge the notice to evidence receipt thereof.
27. **Time.** Time is of the essence in the performance of this Contract.
28. **Execution.** To facilitate execution, this Contract may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same Contract.
29. **Applicable Law and Venue.** The construction and validity of this Contract will be governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.
30. **Notice Regarding Possible Annexation.** If the land that is the subject of this Contract is located outside the limits of a municipality, the land may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the land is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, the parties hereto should contact all municipalities located in the general proximity of the land for further information.
31. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the land is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional

tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

(signatures are on following counterpart signature pages)

**SIGNATURE PAGE
TO
PROPERTY EXCHANGE CONTRACT**

CITY:

Round Rock, Texas

By: _____
Name: Alan McGraw
Title: Mayor

Attest:

Sara White, City Clerk

Date of Execution by City: _____, 2013.

Attn: City Manager
221 East Main
Round Rock, Texas 78664

With copy to:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
Phone No.: (512) 255-8877
E-Mail: Charlie@scrllaw.com

**SIGNATURE PAGE
TO
PROPERTY EXCHANGE CONTRACT**

GI:

CHANDLER CREEK PARCEL G & I, L.P.,
a Texas limited partnership

By: Chandler Creek Company, a Delaware
limited liability company, its General
Partner

By: _____
Name: Brian R. Burke
Title: President

Date of Execution by GI: _____, 2013.

Address for GI:

Chandler Creek Parcel G & I, L.P.
260 E. Baker Street, Suite 100
Costa Mesa California 92626
Attn: Brian R. Burke
Phone No.: (714) 824-6000
Fax No.: (714) 824-6001
E-Mail: bburke@burkegroup.net

With a copy to:

Burke Real Estate Group
2590 Oakmont Drive, Suite 210
Round Rock, Texas 78665
Attn: David Sour
Phone No.: (512) 439-4057
Fax No.: (512) 439-4051
E-Mail: dsour@burkegroup.net

Sam Byars
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Phone No.: (512) 435-2303
Fax No.: (512) 435-2360
E-Mail: sbyars@abaustin.com

**SIGNATURE PAGE
TO
PROPERTY EXCHANGE CONTRACT**

JK:

CHANDLER CREEK PARCEL J & K, L.P.,
a Texas limited partnership

By: Chandler Creek Company, a Delaware
limited liability company, its General
Partner

By: _____
Name: Brian R. Burke
Title: President

Date of Execution by JK: _____, 2013.

Address for JK:

Chandler Creek Parcel J & K, L.P.
260 E. Baker Street, Suite 100
Costa Mesa California 92626
Attn: Brian R. Burke
Phone No.: (714) 824-6000
Fax No.: (714) 824-6001
E-Mail: bburke@burkegroup.net

With a copy to:

Burke Real Estate Group
2590 Oakmont Drive, Suite 210
Round Rock, Texas 78665
Attn: David Sour
Phone No.: (512) 439-4057
Fax No.: (512) 439-4051
E-Mail: dsour@burkegroup.net

Sam Byars
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Phone No.: (512) 435-2303
Fax No.: (512) 435-2360
E-Mail: sbyars@abaustin.com

**SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT**

The undersigned Title Company hereby acknowledges receipt of this Agreement.

TITLE COMPANY:

Georgetown Title Company

By: _____

Name: _____

Title: _____

Date of Execution by Title Company: _____, 2013.

1717 North Mays
Round Rock, Texas 78664
Attn: David Hays
Phone No.: (512) 930-9200
Fax No.: (512) 869-0999

EXHIBITS:

A – City Tract

B – GI Tract

C – JK Tract

D- Sketch

E- Indemnity Agreement

F- Easement

G- Exchange Deed

EXHIBIT A

CITY TRACT

An approximate 3.13 acre tract as shown below and also as shown on Exhibit D and identified as “City Tract”. This description shall be replaced by a metes and bounds description.

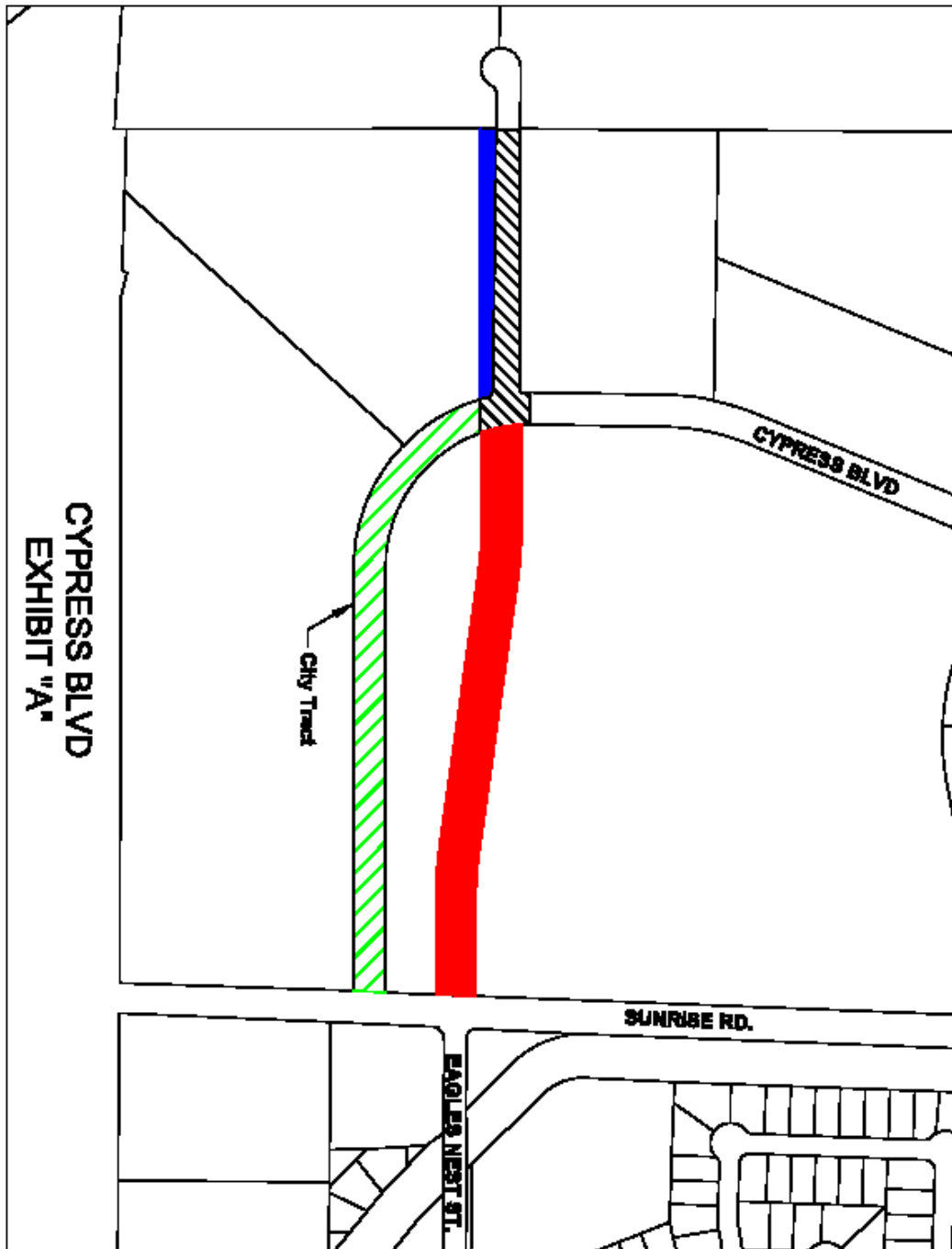


EXHIBIT B

GI TRACT

An approximate 3.29 acre tract as shown below and also as shown on Exhibit D and identified as “GI Tract”. This description shall be replaced by a metes and bounds description.

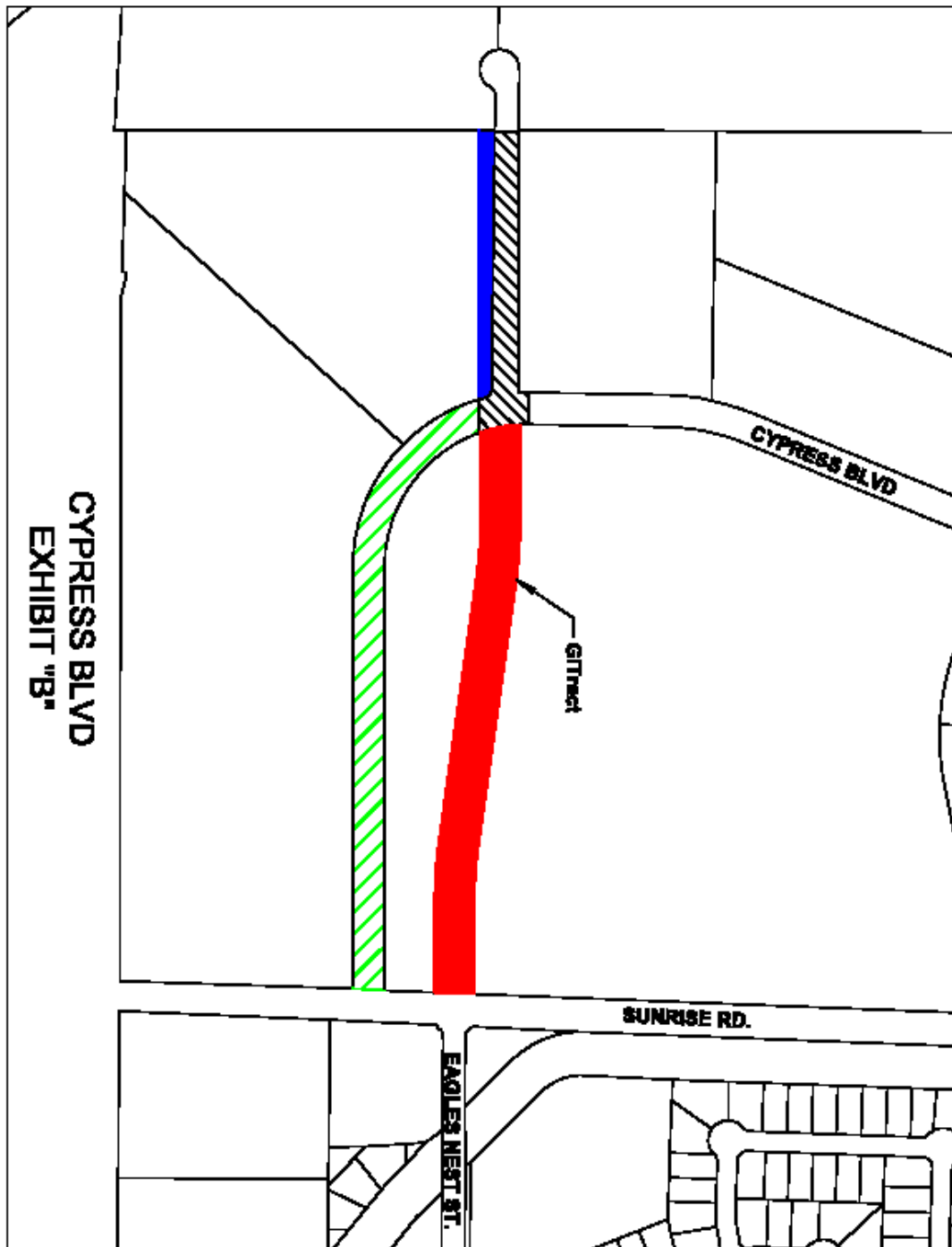


EXHIBIT C

JK TRACT

An approximate 0.59 acre tract as shown below and also as shown on Exhibit D and identified as “JK Tract”. This description shall be replaced by a metes and bounds description.

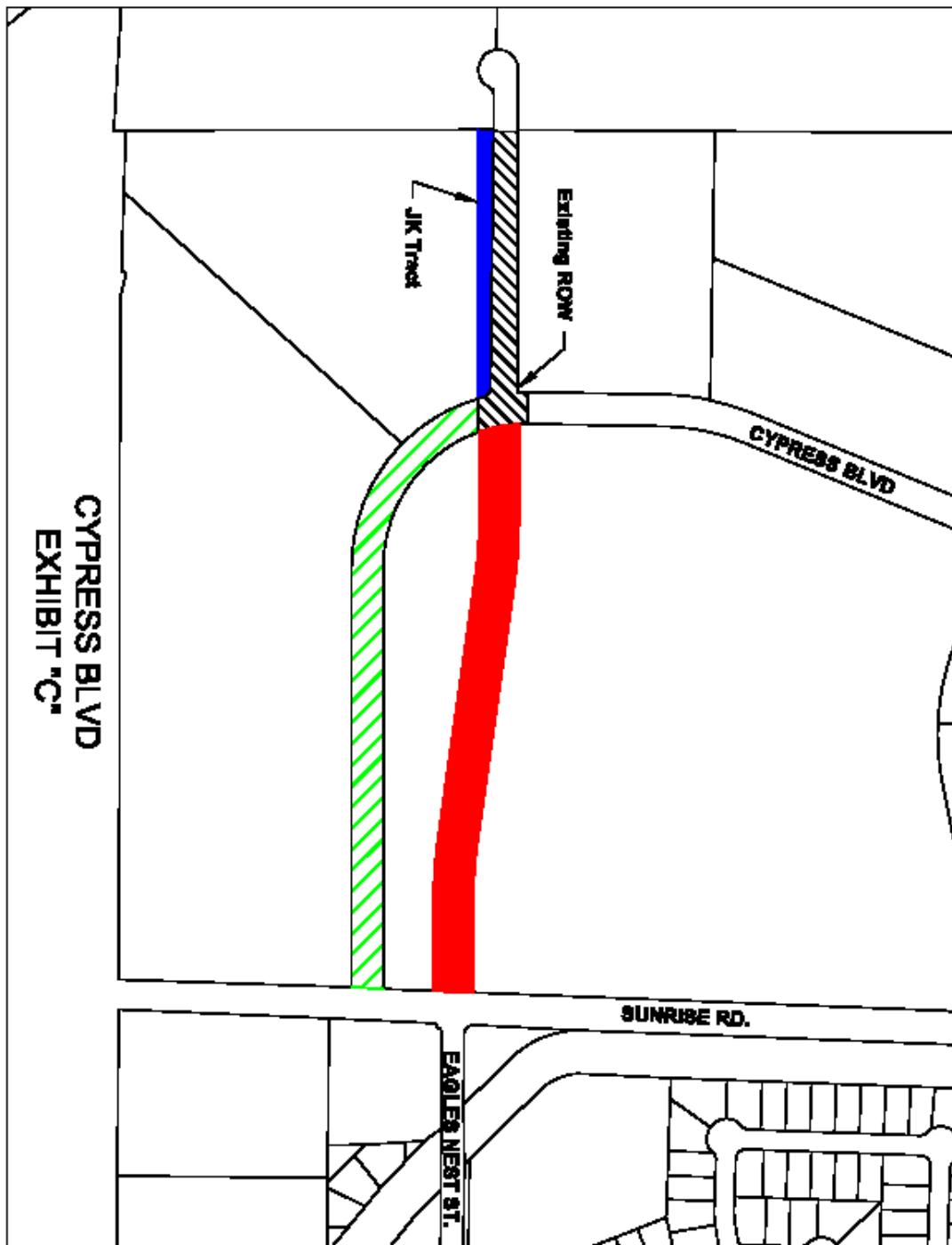


EXHIBIT D

SKETCH

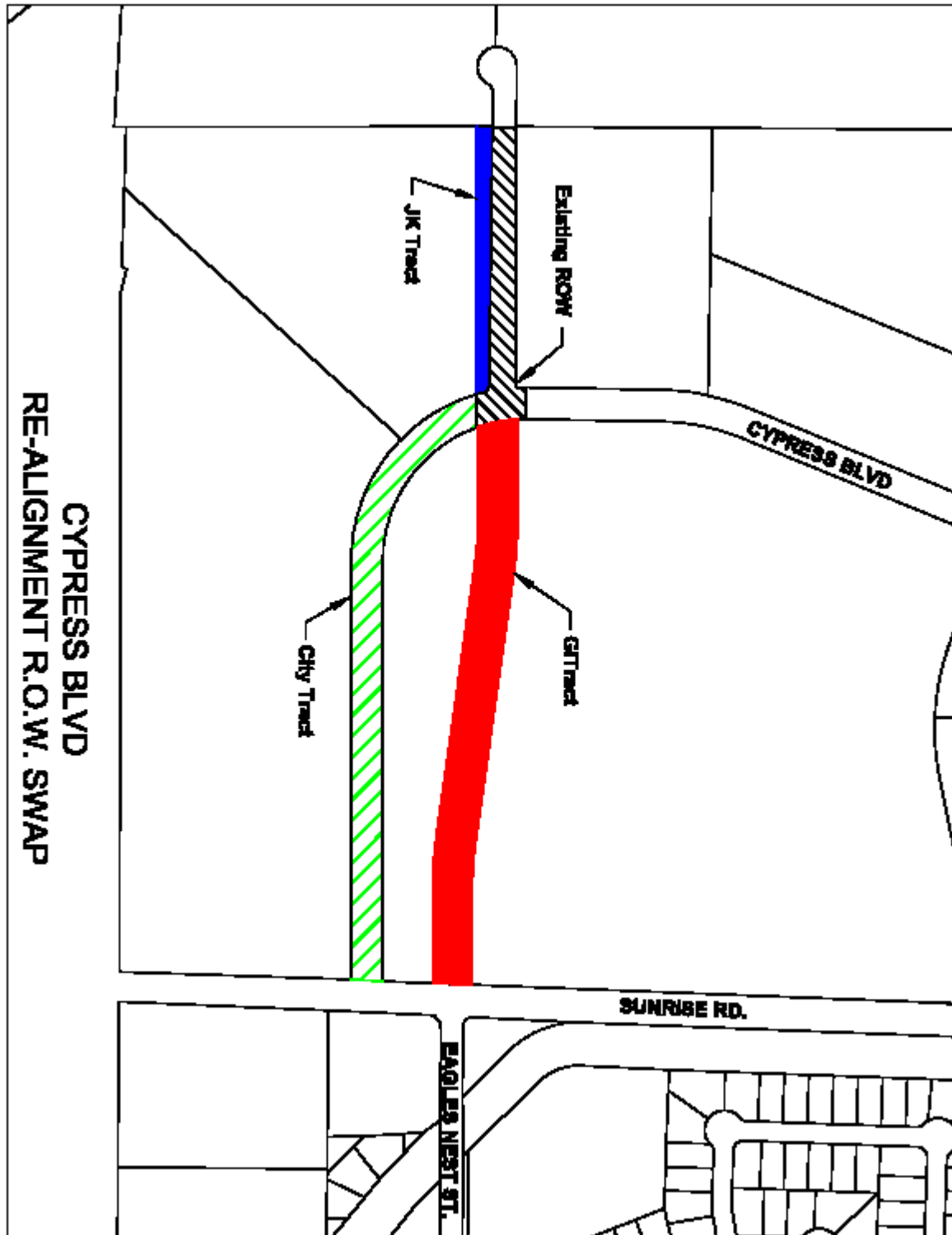


EXHIBIT E

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

(Chandler Creek G&I, L.P.)

THIS INDEMNITY AGREEMENT ("**Indemnity Agreement**") is made and entered into as of _____, 20____ ("**Effective Date**") by _____, a _____ ("**Contractor**").

RECITALS

- A. **Chandler Creek Parcel G&I, L.P.**, a Texas limited partnership, as Owner ("**Owner**"), **Chandler Creek Parcel J&K, L.P.**, a Texas limited partnership, and **Round Rock, Texas** ("**City**"), entered into that certain Property Exchange Contract ("**Contract**") dated effective _____, 2013, whereby Owner agreed, among other provisions, to grant to the City a Temporary Construction Easement ("**Easement**") across that certain property ("**Property**") described in **Exhibit A** attached to the Easement. The Easement is recorded under Document No. _____ in the Official Public Records of Williamson County, Texas.
- B. The Contract requires the contractor working within the Property in connection with the construction of Cypress Boulevard under the authority granted in the Contract to indemnify and hold Owner harmless from any and all claims, damages, and causes of action (including, but not limited to, environmental claims, damages, or causes of action against Owner) resulting from the activities authorized by the Contract or otherwise taken by the Contractor within the Property including, but not limited to, attorneys' fees, court costs and expenses, with the obligation of the Contractor surviving termination or expiration of the Contract.
- C. Contractor has agreed to indemnify Owner from certain matters relating to the Property as required by the terms of the Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor hereby agrees to indemnify and save and hold Owner harmless from and against any and all costs, damages, liabilities (including attorneys' fees and costs of litigation), suits, causes of action, legal or administrative proceedings, demands, fines, punitive damages, losses, costs or claims of any kind or nature arising because of, from or in connection with: (i) any personal injury, property damage, or other matter or thing which occurs or is alleged to have occurred in connection with Contractor's entry on to the Property or its activities thereon or the activities of anyone entering the Property under the authority of Contractor; (ii) any mechanics', materialmen's, and other liens filed against the Property with respect to any work done by, at the direction of or ordered by Contractor; and/or (iii) the introduction, spillage, release, discharge or

disposal of any hazardous material, hazardous waste, or pollutant of any kind or nature into, onto or from the Property in connection with any work done by, at the direction of, or ordered by Contractor. This Indemnity Agreement, and the obligations of the Contractor provided for herein, will survive the termination or expiration of the Contract.

Executed by the undersigned on the date set out hereinbelow, to be effective as of the "Effective Date" set out in this Indemnity Agreement.

CONTRACTOR:

_____,
a _____

By: _____,
a _____,
its _____

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 20__ by
_____, _____ of _____,
a _____, _____ of _____,
a _____, on behalf of said _____ and
_____.

(SEAL)

Notary Public Signature

EXHIBIT A

EASEMENT
(copy attached)

EXHIBIT F

EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

Date: _____, 20____

GRANTOR: Chandler Creek Parcel G&I, L.P., a Texas limited partnership

GRANTOR's Mailing Address (including County):
2590 Oakmont Drive, Suite 210
Round Rock, Williamson County, Texas 78665

GRANTEE: Round Rock, Texas

GRANTEE's Mailing Address (including County):

Round Rock, Williamson County, Texas _____

Temporary Easement Area: The Temporary Easement Area means and refers to the area described on **Exhibit A** attached hereto and made a part hereof for all pertinent purposes. A sketch of the Temporary Easement Area is attached hereto as **Exhibit B** and made a part hereof for all pertinent purposes.

Construction Period: With respect to the Temporary Easement Area and this easement, the "**Construction Period**" will mean and refer to that period of time commencing on the effective date of this easement and terminating on the date upon which Cypress Boulevard has been substantially completed by GRANTEE in the Temporary Easement Area and is open and available for public vehicular access. If not previously terminated, this Temporary Construction Easement will automatically terminate upon expiration of the Construction Period.

Termination of Temporary Easement Area: Notwithstanding anything in this Temporary Construction Easement to the contrary, this easement will automatically terminate if (a) construction by GRANTEE of Cypress Boulevard within the Temporary Easement Area has not commenced within one hundred eighty (180) days following the execution of this Temporary Construction Easement by GRANTOR; (b) construction of Cypress Boulevard has not been completed by GRANTEE and open and available for public vehicular access by June 1, 2015; or (iii) GRANTEE has not deeded to GRANTOR the "City Tract", as defined in and pursuant to that certain Property Exchange Contract ("**Property Exchange Contract**") dated _____, 2013, between GRANTOR, GRANTEE and Chandler Creek Parcel J&K, L.P., by June 1, 2015.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by GRANTOR.

Reservations from and Exception to Conveyance Warranty: The conveyance from GRANTOR to GRANTEE hereunder is expressly made subject to (i) all easements, rights of way, reservations, mineral severances, covenants, conditions, restrictions and other title exceptions of record which affect the Temporary Easement Area; (ii) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Temporary Easement Area and which are imposed by or exist by reason of any regulatory, governmental, or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature; and (iii) all reservations, restrictions, covenants, conditions, and other matters set forth herein.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty set forth herein, hereby grants, sells, and conveys to GRANTEE, a temporary easement, during the Construction Period only, to use the Temporary Easement Area for construction and temporary operation of Cypress Boulevard as provided under the terms of the Property Exchange Contract. Grantee does not have the right, pursuant to this instrument, to use or operate the Temporary Easement Area for public roadway purposes.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns, and, subject to the reservations from and exceptions to conveyance and warranty set forth herein, GRANTOR does hereby bind itself and its successor and assigns to WARRANT AND FOREVER DEFEND all and singular the said easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under GRANTOR, but not otherwise; provided, however, that the easement, rights and privileges granted hereunder will terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by GRANTEE, become impossible of performance, or as provided herein; and provided further, that the grant of easement hereunder is specifically made subject to the following provisions and conditions:

1. Immediately upon the expiration of the Construction Period, or as otherwise provided hereunder for a termination of this easement, all rights of GRANTEE under this Agreement will automatically terminate and be of no further force or effect. After the expiration of the Construction Period, or as otherwise provided hereunder for a termination of this easement, GRANTEE will, upon request by GRANTOR, promptly execute, acknowledge and deliver to GRANTOR a written release and termination of this Temporary Construction Easement for recordation in the Official Public Records of Williamson County, Texas.

2. GRANTEE agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with GRANTEE'S activities with the Temporary Easement Area.

3. Prior to the expiration of the Construction Period, GRANTEE will repair all damage to GRANTOR's lands adjoining the Temporary Easement Area and restore same to substantially their prior condition to the full extent reasonably practicable. GRANTEE's restoration obligations under this paragraph are limited to correcting damage or conditions caused by GRANTEE and/or any parties operating by, through or under GRANTEE, such as GRANTEE's employees, agents, contractors, subcontractors, material suppliers and other permittees.

4. GRANTEE is not and will not be construed as GRANTOR's agent in contracting for any improvements to the Temporary Easement Area, and will have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Temporary Easement Area or any other property of GRANTOR. GRANTEE will indemnify and hold harmless GRANTOR from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) arising out of any such work. GRANTEE will not create or permit to be created or remain, and will discharge, at GRANTEE's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien which might become a lien, encumbrance or charge upon the Temporary Easement Area, or any other property of GRANTOR, with respect to any work or services performed or material furnished by or at the direction of GRANTEE. If any such liens, encumbrances or charges will at any time be filed against the Temporary Easement Area, or any other property of GRANTOR, by reason of work or services performed or material furnished by or at the direction of GRANTEE, GRANTEE within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

5. GRANTEE will and hereby does, to the extent allowed by law, agree to indemnify and hold harmless GRANTOR, and GRANTOR's respective successors and assigns and any lender that holds a lien covering any property affected by GRANTEE's easement herein granted, from and against all liability, damages, suits, actions, costs and expenses or whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any of GRANTEE's operations hereunder and/or caused by or arising out of GRANTEE's (or its employees', agents' or contractors') failure to comply at all times with all applicable federal, state and local laws, rules, regulations and safety standards.

6. GRANTOR expressly reserves unto itself and GRANTOR's successors and assigns, the right to use and enjoy the Temporary Easement Area for any purposes whatsoever, except insofar as said use and enjoyment unreasonably interferes with the rights hereby granted to GRANTEE. Subject to the foregoing, GRANTOR specifically reserves the right to grant additional easements or rights-of-way upon or across the Temporary Easement Area to such other persons or entities and for such purposes as GRANTOR may desire; provided such easements do not unreasonably interfere with the use of the Temporary Easement Area by GRANTEE and/or any parties operating by, through or under GRANTEE, such as GRANTEE's contractors, subcontractors, material suppliers and other permittees.

7. All persons entering upon the Temporary Easement Area under this grant will confine themselves to the operations and purposes contemplated herein, and no trespassing or other uses will be permitted by GRANTEE, its employees, agents or contractors.

8. Any notice provided or permitted to be given in this agreement must be in writing and may be given by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified at the address set forth above, or at the last address for notice which the sending party has for the party to be notified at the time the notice is sent. Notice deposited in the mail in the foregoing manner will be deemed received five (5) days after it is so deposited. Notice given in any other manner will be effective only if and when actually received by the party to be notified. Either party, by notifying the

other party hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

9. GRANTOR HAS EXECUTED AND DELIVERED THIS EASEMENT, AND GRANTEE HAS RECEIVED AND ACCEPTED THIS EASEMENT AND THE TEMPORARY EASEMENT AREA AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO: (i) THE CONDITION OF THE TEMPORARY EASEMENT AREA OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE TEMPORARY EASEMENT AREA OR WHICH AFFECT THE TEMPORARY EASEMENT AREA; (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE TEMPORARY EASEMENT AREA WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE TEMPORARY EASEMENT AREA; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE TEMPORARY EASEMENT AREA; (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PORTION OF THE TEMPORARY EASEMENT AREA; AND (vii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

10. By its use of the Temporary Easement Area, GRANTEE will not cause or permit the Temporary Easement Area or GRANTOR or any other property owned by GRANTOR to be in violation of, or do anything or permit anything to be done by GRANTEE, its contractors, subcontractors, agents or employees which will subject the Temporary Easement Area or GRANTOR or any other property owned by GRANTOR to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called “**Applicable Environmental Laws**”) including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called “**CERCLA**”), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called “**RCRA**”), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to GRANTEE’s use of the Temporary Easement Area.

GRANTEE agrees to obtain any permits, licenses or similar authorizations to construct, operate or use the Temporary Easement Area for the purposes set forth herein by reason of any Applicable Environmental Laws which concern or result from the use of the Temporary Easement Area. GRANTEE will promptly notify GRANTOR in writing of any existing, pending, or to the actual knowledge of GRANTEE, threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning GRANTEE's use of the Temporary Easement Area and GRANTEE's use, operation and maintenance of GRANTEE's facilities. In connection with GRANTEE's use, operation and maintenance of the Temporary Easement Area, GRANTEE will not cause or permit any party operating by, through or under GRANTEE to cause the disposal or other release of any hazardous substance or solid waste on or to the Temporary Easement Area or any other property owned by GRANTOR. In connection with GRANTEE's use, operation and maintenance of the Temporary Easement Area, GRANTEE covenants and agrees to keep or cause the Temporary Easement Area and all other property owned by GRANTOR to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery, at GRANTEE's sole cost and expense. If GRANTEE fails to comply with or perform any of the foregoing covenants and obligations, GRANTOR may (without any obligation, express or implied) deliver written notice of such failure to GRANTEE and if GRANTEE does not remedy or remove such failure within a reasonable period of time thereafter (not to exceed thirty (30) days) then, GRANTOR may remove any hazardous substance or solid waste released or placed upon or within the Temporary Easement Area or any other property owned by GRANTOR (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action will be reimbursed by GRANTEE to GRANTOR. The terms "hazardous substance" and "release" as used in this Easement Agreement will have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") will have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply. Notwithstanding any provision herein to the contrary, GRANTEE will not be liable under the terms and provisions of this Paragraph 10 for any damages or losses which are not caused in whole or in part by GRANTEE or by one or more parties operating by, through or under GRANTEE and if losses or damages are partially caused by or contributed to by GRANTOR or by parties operating by, through or under GRANTOR, then GRANTEE's liability will be apportioned to correspond to the proportionate share of the losses or damages attributable to the actions or inactions of GRANTEE and/or any parties operating by, through or under GRANTEE.

11. GRANTEE releases GRANTOR from and against, and agrees to reimburse GRANTOR with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgments, penalties, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by GRANTOR at any time and from time to time by reason of, in connection with or arising out of: (i) the failure of GRANTEE to perform any obligation herein required to be performed by GRANTEE regarding Applicable Environmental Laws; (ii) any violation by GRANTEE, its contractors,

subcontractors, agents or employees of any Applicable Environmental Laws; (iii) the removal from the Temporary Easement Area and/or any other property owned by GRANTOR, of hazardous substances or solid wastes which result from the use by GRANTEE, its contractors, subcontractors, agents or employees (or if removal is prohibited by law, the taking of whatever action is required by law); and (iv) any act, omission or event (including, without limitation, the presence on the Temporary Easement Area or release from the Temporary Easement Area of hazardous substances or solid wastes disposed of or otherwise released resulting from or in connection with GRANTEE's use, operation and/or maintenance of the Temporary Easement Area), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by GRANTEE to GRANTOR will be paid within thirty (30) days of GRANTEE's receipt of demand therefor from GRANTOR. Nothing in this paragraph or elsewhere in this Temporary Construction Easement will limit or impair any rights or remedies of GRANTOR against GRANTEE or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

EXECUTED effective as of the date first above written.

(signatures on following signature pages)

GRANTOR:

Chandler Creek Parcel G&I, L.P.,
a Texas limited partnership

By: **Chandler Creek Company,**
a Delaware corporation,
its general partner

By: _____

Name: Brian R. Burke

Title: President

State of California

County of _____

On _____, 201__, before me, _____,

personally appeared Brian R. Burke who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANTEE:

Round Rock, Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on _____, 20____, by
_____, _____ of Round Rock, Texas, on behalf of
Round Rock, Texas.

(seal)

Notary Public Signature

EXHIBIT A

DESCRIPTION OF THE TEMPORARY EASEMENT AREA

EXHIBIT B

SKETCH

EXHIBIT G

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

EXCHANGE DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 THAT
COUNTY OF WILLIAMSON §

Round Rock, Texas ("**Round Rock**") is the owner in fee simple absolute of the real property in Williamson County, Texas, described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("**Tract 1**"), subject only to the title exceptions listed on **Exhibit "B"**, attached hereto and incorporated herein by reference (the "**Tract 1 Title Exceptions**"). Chandler Creek Parcel G&I, L.P., a Texas limited partnership ("**GI**") is the owner in fee simple absolute of the real property in Williamson County, Texas, described on **Exhibit "C"**, attached hereto and incorporated herein by reference ("**Tract 2**"), subject only to the title exceptions listed on **Exhibit "D"**, attached hereto and incorporated herein by reference (the "**Tract 2 Title Exceptions**"). Chandler Creek Parcel J&K, L.P., a Texas limited partnership ("**JK**") is the owner in fee simple absolute of the real property in Williamson County, Texas, described on **Exhibit "E"**, attached hereto and incorporated herein by reference ("**Tract 3**"), subject only to the title exceptions listed on **Exhibit "F"**, attached hereto and incorporated herein by reference (the "**Tract 3 Title Exceptions**"). For mutually beneficial purposes, Round Rock, GI and JK desire to exchange property, so that GI will hereafter own Tract 1 and Round Rock will hereafter own Tract 2 and Tract 3.

Therefore, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1, Tract 2, and Tract 3, Round Rock has GRANTED, SOLD, CONVEYED and DELIVERED and, by these presents, does hereby GRANT, SELL, CONVEY and DELIVER Tract 1 unto GI, to have and to hold Tract 1, together with all improvements, rights and appurtenances thereto unto GI and its successors and assigns, forever; and Round Rock does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto GI, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Round Rock, but not otherwise; provided, however, that this conveyance is made by Round Rock and accepted by GI subject to the Tract 1 Title Exceptions and all taxes and assessments by any taxing authority for 20__ and subsequent years.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1, Tract 2 and Tract 3, GI has GRANTED, SOLD, CONVEYED and DELIVERED and, by these presents, does hereby GRANT, SELL, CONVEY and DELIVER Tract 2 unto Round Rock, TO HAVE

AND TO HOLD Tract 2, together with all improvements, rights and appurtenances thereto unto Round Rock and its successors and assigns, forever; and GI does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto Round Rock, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under GI, but not otherwise; provided, however, that this conveyance is made by GI and accepted by Round Rock subject to the Tract 2 Title Exceptions and all taxes and assessments by any taxing authority for 20____ and subsequent years.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1, Tract 2 and Tract 3, JK has GRANTED, SOLD, CONVEYED and DELIVERED and, by these presents, does hereby GRANT, SELL, CONVEY and DELIVER Tract 3 unto Round Rock, TO HAVE AND TO HOLD Tract 3, together with all improvements, rights and appurtenances thereto unto Round Rock and its successors and assigns, forever; and JK does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 3 unto Round Rock, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under JK, but not otherwise; provided, however, that this conveyance is made by JK and accepted by Round Rock subject to the Tract 3 Title Exceptions and all taxes and assessments by any taxing authority for 20____ and subsequent years.

EXECUTED AND DELIVERED by the undersigned effective on _____, 20____.

(signatures on following pages)

Round Rock:

Round Rock, Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on _____, 20____, by
_____, _____ of Round Rock, Texas, on behalf of
Round Rock, Texas.

(seal)

Notary Public Signature

GI:

Chandler Creek Parcel G&I, L.P.,
a Texas limited partnership

By: **Chandler Creek Company,**
a Delaware corporation,
its general partner

By: _____
Name: Brian R. Burke
Title: President

State of California

County of _____

On _____, 201__, before me, _____,
personally appeared Brian R. Burke who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JK:

Chandler Creek Parcel J&K, L.P.,
a Texas limited partnership

By: **Chandler Creek Company,**
a Delaware corporation,
its general partner

By: _____
Name: Brian R. Burke
Title: President

State of California

County of _____

On _____, 201__, before me, _____,
personally appeared Brian R. Burke who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT “A”

TRACT 1

EXHIBIT “B”

TRACT 1 PERMITTED EXCEPTIONS

EXHIBIT “C”

TRACT 2

EXHIBIT “D”

TRACT 2 PERMITTED EXCEPTIONS

EXHIBIT “E”

TRACT 3

EXHIBIT “F”

TRACT 3 PERMITTED EXCEPTIONS