

EXHIBIT

"A"

REAL ESTATE CONTRACT

STATE OF TEXAS

CITY OF WILLIAMSON

THIS REAL ESTATE CONTRACT ("*Contract*") is made by and between the **City of Round Rock, Texas** (the "*City*") and **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Continental*"), upon the terms and conditions set forth in the Contract.

ARTICLE I PURCHASE AND SALE

1.01 By this Contract, Continental agrees to sell and convey in lieu of condemnation, and the City agrees to pay for, the real property described in Exhibit "A", attached hereto, being approximately 0.917 acres to be utilized by the City for the extension of Logan Drive ("*ROW Property*"). The ROW Property shall be conveyed by Continental to the City subject to a restrictive covenant requiring that the ROW Property be used only as public right-of-way or for other public uses (such restriction being referred to hereinafter as the "*ROW Restriction*").

ARTICLE II CONSIDERATION

Purchase Price

2.01 The purchase price for the ROW Property shall be the sum of ONE HUNDRED AND TWENTY-SEVEN THOUSAND EIGHT HUNDRED AND FORTY-SIX AND NO/100 DOLLARS (\$127,846.00), which shall be payable by the City to Continental in cash at closing.

Further Consideration

2.02 As further consideration for the Contract and the conveyance to the City of the ROW Property and Trail Easements (as hereinafter defined), the City agrees to convey to Continental the real property described in Exhibit "B", attached hereto and incorporated herein (the "*Continental Property*").

2.03 As further consideration under the Contract, Continental agrees to convey to the City those certain easements (the "*Trail Easements*") the field notes for which are described in Exhibits "C-1", "C-2", and "C-3", attached hereto and incorporated herein (collectively, the "*Easements Tracts*"). The Easements Tracts shall be utilized as part of a public trail system, and shall be granted by Continental to the City at closing, on the form attached hereto as Exhibit "D" and incorporated herein.

2.04 The grant and conveyance of the Trail Easements and Continental Property shall occur simultaneously with the closing and conveyance of the ROW Property.

City's Initials: _____

Continental's Initials: _____

**ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF CITY AND CONTINENTAL**

3.01 City and Continental hereby represent and warrant to each other as follows, which representations and warranties shall be deemed made by City and Continental to each other as of the Closing Date, to the best of the City's and Continental's knowledge, respectively:

(1) There are no parties in possession of any portion of the ROW Property, Easement Tracts, or Continental Property, as lessees, tenants at sufferance, or trespassers.

(2) The parties have complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the ROW Property, Easement Tracts, and Continental Property, or any part thereof.

**ARTICLE IV
CLOSING**

Closing Date

4.01 The closing shall be held at the office of DHI Title Company of Central Texas, located at 10700 Pecan Park Blvd., Suite 210, Austin, Texas 78750, Attn: Janet H. Lucas (the "Title Company") on or before the thirtieth (30th) day after Corporate Approval of this Contract (the "Closing Date").

City's Obligations at Closing

4.02 At the closing the City shall:

(1) Deliver to Continental a duly executed and acknowledged Special Warranty Deed conveying fee simple title to the Continental Property (the "*Continental Property Deed*"), free and clear of any and all liens, restrictions, and encumbrances, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) the Continental Permitted Exceptions (as defined below); and
- (c) the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however (i) the boundary and survey exception shall be deleted; (ii) the exception as to restrictive covenants shall be endorsed "None of Record" or such restrictive covenants shall have been approved by Continental, and (iii) the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

City's Initials: _____

Continental's Initials: _____

(2) Deliver to Continental a Texas Owner's Title Policy, at City's sole expense, issued by Title Company, in Continental's favor in the full amount of the Continental Property's estimated market value, insuring that fee simple title to the Continental Property is vested in Continental, subject only to those title exceptions listed in Exhibit "E" attached hereto and made a part hereof for all purposes, and such other exceptions as may be approved in writing by Continental (collectively, the "*Continental Permitted Exceptions*").

(3) Deliver to Continental possession of the Continental Property.

(4) Pay all of the City's closing costs as hereinafter specified.

Continental's Obligations at Closing

4.03 At the closing, Continental shall:

(1) Deliver to the City a duly executed and acknowledged Special Warranty Deed conveying fee simple title to the ROW Property (the "*ROW Property Deed*"), free and clear of any and all liens, restrictions, and encumbrances, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) the City Permitted Exceptions (as defined below);
- (c) the ROW Restriction; and
- (d) the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however the boundary and survey exception shall be deleted; the exception as to restrictive covenants shall be endorsed "None of Record" or such restrictive covenants shall be approved by the City, and the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(2) Deliver to the City the duly executed and acknowledged Trail Easements.

(3) Deliver to the City a Texas Owner's Title Policy, at the City's sole expense, issued by Title Company, in the City's favor in the full amount of the Purchase Price for the ROW Property, insuring that fee simple title to the ROW Property is vested in the City, subject only to those title exceptions listed in Exhibit "F" attached hereto and incorporated herein for all purposes, and such other exceptions as may be approved in writing by the City (collectively, the "*City Permitted Exceptions*").

(4) Deliver to the City possession of the ROW Property and Trail Easements.

City's Initials: _____

Continental's Initials: _____

- (5) Pay all of Continental's closing costs as hereafter specified.

Prorations

4.04 General real estate taxes for the then current year relating to the ROW Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes imposed against the ROW Property, if any, shall be paid by the City. The parties acknowledge and agree that there are no current taxes owed by the City with respect to the Continental Property and therefore no taxes to be prorated as of the Closing Date for such real property.

Closing Costs

4.05 All costs and expenses of closing in consummating the transactions contemplated by this Contract shall be borne and paid as follows:

- (1) Owner's Title Policy for the ROW Property and all surveys of the ROW Property shall be paid by the City.
- (2) Owner's Title Policy for the Continental Property and all surveys of the Continental Property shall be paid by the City.
- (3) Owner's Title Policy for the easement interests in and to the Trail Easements and all surveys of the Trail Easements shall be paid by the City.
- (4) City shall also pay the following costs and expenses in connection with the transactions contemplated herein: (a) the City's attorney's fees; (b) the City's portion of the prorated taxes, fees and any assessments; (c) the cost of tax certificates for the Continental Property; (d) one-half (1/2) the cost of any Title Company escrow fee; (e) recording fees for the ROW Property Deed and Trail Easements; and (f) such other incidental costs and fees customarily paid by the City of Round Rock in transactions of this nature.
- (5) Continental shall pay the following costs and expenses in connection with the transactions contemplated herein: (a) Continental's attorney's fees; (b) Continental's portion of the prorated taxes, fees and any assessments; (c) the cost of tax certificates for the ROW Property; (d) one-half (1/2) the cost of any Title Company escrow fee; (e) recording fees for the Continental Property Deed; and (f) such other incidental costs and fees customarily paid by sellers of real property in Williamson County transactions of this nature.

**ARTICLE V
BREACH BY PARTIES**

In the event that either party shall fail to fully and timely perform any of its obligations hereunder or shall fail to timely consummate the conveyance of the real property interests required to be granted and conveyed herein for any reason (other than a default by the other

City's Initials: _____

Continental's Initials: _____

party), and such failure is not cured within thirty (30) days following written notice of such failure by the other party, then this Contract shall automatically terminate and the parties shall have no further rights, duties or obligations hereunder. Not in limitation of the foregoing, in no event shall either party be liable to the other party for (and to the extent authorized by the Constitution and laws of the State of Texas, the City and Continental each hereby waives all rights to) any speculative, consequential, or punitive damages for any breach of or default under this Contract or under any provision of this Contract.

ARTICLE VI DISCLAIMERS, RELEASE, AND RELATED MATTERS

As a material inducement to Continental to enter into this Contract and to sell and convey the ROW Property to City subject to the terms of this Contract and at the Purchase Price stated herein, Continental and the City agree as follows:

DISCLAIMER OF WARRANTIES. CONTINENTAL HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, PROMISE, OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (I) THE NATURE AND CONDITION OF THE ROW PROPERTY AND THE EASEMENT TRACTS, INCLUDING, WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND/OR OF THE ROW PROPERTY AND EASEMENT TRACTS FOR ANY AND ALL ACTIVITIES AND USES WHICH THE CITY MAY ELECT TO CONDUCT, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE ROW PROPERTY, THE EASEMENT TRACTS, AND/OR THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ROW PROPERTY, EASEMENT TRACTS, OR ANY IMPROVEMENTS THEREON OR RELATED THERETO (INCLUDING WITHOUT LIMITATION OFFSITE IMPROVEMENTS), AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS SUBSTANCES OR HAZARDOUS MATERIALS OF ANY TYPE AND/OR ABOVE OR BELOW GROUND STORAGE TANKS, AND/OR PIPELINES) AT, ON, UNDER, OR NEAR THE ROW PROPERTY OR THE EASEMENT TRACTS, OR COMPLIANCE OF THE FOREGOING WITH ANY APPLICABLE ENVIRONMENTAL LAWS OR OTHER APPLICABLE LAWS OF ANY KIND; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, OR OTHER CONDITION CONCERNING THE ROW PROPERTY OR THE EASEMENT TRACTS; (III) THE VALUE OF THE ROW PROPERTY AND EASEMENT TRACTS, AND/OR THE INCOME OR PROFITS WHICH MAY OR MAY NOT BE DERIVED THEREFROM; (IV) THE EXISTENCE, APPLICABILITY, AVAILABILITY, VALIDITY, OR ENFORCEABILITY OF ANY ENTITLEMENTS OR DEVELOPMENT RIGHTS RELATED TO OR APPURTENANT TO THE ROW PROPERTY AND EASEMENT TRACTS; AND (V) THE COMPLIANCE OF THE ROW PROPERTY AND EASEMENT TRACTS WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR AGENCY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL LAWS AND/OR ANY LAND USE LAWS OR THE COMPLIANCE OF THE ROW PROPERTY OR THE EASEMENT TRACTS WITH ANY DEVELOPMENT AGREEMENTS, COVENANTS, CONDITIONS, OR RESTRICTIONS, OR ANY OTHER AGREEMENTS OR ARRANGEMENTS RELATED TO THE DEVELOPMENT, USE, OR OPERATION OF THE ROW PROPERTY OR EASEMENT TRACTS. THE SALE AND CONVEYANCE OF THE ROW PROPERTY AND THE GRANT OF THE TRAIL EASEMENTS ARE MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND THE CITY EXPRESSLY ACKNOWLEDGES THAT CONTINENTAL MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE WITH RESPECT TO THE ROW PROPERTY AND EASEMENT TRACTS), HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ROW PROPERTY, EASEMENT TRACTS, OR ANY PORTION THEREOF. THIS DISCLAIMER SHALL BE INCLUDED IN

City's Initials: _____

Continental's Initials: _____

THE ROW PROPERTY DEED AND TRAIL EASEMENTS FROM CONTINENTAL TO THE CITY. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE VI WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE TO BE PAID BY THE CITY TO CONTINENTAL FOR THE ROW PROPERTY.

ARTICLE VII MISCELLANEOUS

Notice

7.01 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Continental, as the case may be, at the addresses set forth below:

If to the City: City of Round Rock
Attn: Brad Wiseman
301 W. Bagdad, Suite 210
Round Rock, Texas 78664
Phone: 512.341.3321
E-mail: bwiseman@roundrocktexas.gov

With a copy to: Charlie Crossfield, Esq.
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78644
Phone: 512.255.8877
Fax: 512.255.8986
E-mail: charlie@scrllaw.com

If to Continental: Continental Homes of Texas, L.P.
Attn: Mr. Richard N. Maier
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750
Phone: 512.533.1425
Fax: 512.533.1429
E-mail: rnmaier@drhorton.com

With copies to: D.R. Horton, Inc.
Attn: James C. Ilkenhans, Esq.
4306 Miller Road
Rowlett, Texas 75088
Fax: 800.276.4288

City's Initials: _____

Continental's Initials: _____

Timothy C. Taylor, Esq.
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042
Phone: 512.236.2390
Fax: 512.391.2150
E-mail: ttaylor@jw.com

Texas Law to Apply

7.02 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson City, Texas.

Parties Bound

7.03 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

7.04 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

7.05 This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

7.06 Time is of the essence in this Contract.

Gender

7.07 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

7.08 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Continental is hereby advised that it should be furnished with or obtains a policy of title

City's Initials: _____

Continental's Initials: _____

insurance or Continental should have the abstract covering the Property examined by an attorney of Continental's own selection.

Effective Date

7.09 This Contract shall be effective as of the later of (i) the date it is approved by the Round Rock City Council, which date is indicated beneath the Mayor's signature below, or (ii) the date of Corporate Approval (as hereinafter defined).

Counterparts and Electronic Execution

7.10 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract. Except as otherwise expressly set forth in this Section 7.10 with respect to execution by an Authorized Officer, (1) Continental does not assent or agree to and will not be bound by any electronic signature or other electronic record, and without limiting the foregoing, (2) Continental and the City agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, including without limitation Chapter 322 of the Texas Business and Commerce Code, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Contract or any amendment hereto. The parties acknowledge and agree that execution of this Contract or any amendment to this Contract by an Authorized Officer for the purpose of Corporate Approval may be accomplished by electronic signature utilizing DocuSign or any similar technology.

Amendment

7.11 This Contract may only be amended, modified, or changed by a traditional written document properly executed by the City and Continental (including Continental's Corporate Approval). Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Contract.

Corporate Approval

7.12 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF CONTINENTAL UNLESS THE CONTRACT OR AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DAVID V. AULD, BILL W. WHEAT, OR MICHAEL J. MURRAY, EACH OFFICERS OF CONTINENTAL'S GENERAL PARTNER (THE "AUTHORIZED OFFICERS"), WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS CONTRACT OR AMENDMENT BY CONTINENTAL AND THE CITY'S REPRESENTATIVES. Such execution and approval by an Authorized Officer is referred to as "Corporate Approval".

[Signature pages follow]

City's Initials: _____

Continental's Initials: _____

City:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____, 2016

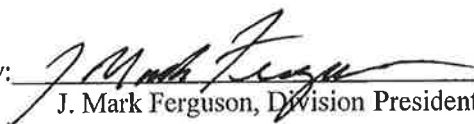
Attest:


Sara White, City Clerk

Continental:

CONTINENTAL HOMES OF TEXAS, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: 
J. Mark Ferguson, Division President

By: 
Richard Maier, Vice President

Date: MAY 11, 2016, 2016

[Signatures continue on following page]

City's Initials: _____

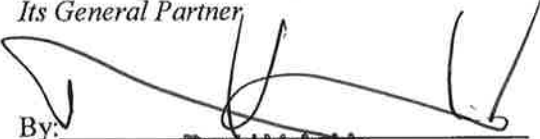
Continental's Initials: _____

Executed by the undersigned Authorized Officer of Continental on the date set forth below pursuant to Section 7.12 of the Contract.

CORPORATE APPROVAL:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: 
Name: David V. Auld
Title: President and CEO

Date: May 12, 2016

City's Initials: _____

Continental's Initials: _____

EXHIBIT "A"
ROW PROPERTY

Being 0.917 of an acre tract of land, more or less, situated in the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas, and being a portion of Lot 4, Block Q, Turtle Creek Village, Phase Eight, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 313-317, of the Plat Records of Williamson County, Texas, as more particularly described as follows:

DESCRIPTION OF A 0.917 ACRE (39,952 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF A 0.972 ACRE PORTION OF THAT CALLED 151.37 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. IN DOCUMENT NO. 2000000204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DEPICTED AS LOT 4, BLOCK Q ON TURTLE CREEK VILLAGE, PHASE 8, A SUBDIVISION RECORDED IN CABINET Z, SLIDES 313-317 PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (DOCUMENT NO. 2004097717 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS). SAID 0.917 ACRE (39,952 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" capped iron rod stamped "CORR-ROW" set in the westerly Right-of-Way line of A. W. Grimes Boulevard (120' Right-of-Way width), as dedicated for public use on Final Plat Turtle Creek Village, Phase One, Section A, a subdivision of record in Cabinet X, Slides 194-198 of the Plat Records of Williamson County, Texas (Document No. 2003024685 of the Official Public Records of Williamson County, Texas) and also being the westerly boundary line of that called 8.01 acre tract (Exhibit A) in a Possession and Use Agreement between Continental Homes of Texas, L.P. and the City of Round Rock, Texas, recorded in Document No. 2001036855 of the Official Public Records of Williamson County, Texas, also being in the easterly boundary line of said Lot 4, Block Q for the northeasterly corner of the herein described tract, and from which the calculated northerly corner of said Lot 4, Block Q bears N 11°41'18" W at a distance of 122.79 feet the calculated Point of Curvature for a curve to the right of said westerly Right-of-Way line and continuing along said curve to the right having a deflection angle of 65°52'44", a radius of 878.51 feet, an arc length of 105.47 feet and a chord which bears N 06°19'14" W at a distance of 105.41 feet;

- 1) THENCE, with the common line between said A. W. Grimes Boulevard and said Lot 4, Block Q, S 11°41'15" E for a distance of 129.79 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for the southeasterly corner of the herein described tract;

THENCE, departing said westerly Right-of-Way line, same being the easterly boundary line of said Lot 4, Block Q, through the interior of said Lot 4, Block Q, the following five (5) courses:

- 2) N 75°43'51" W for a distance of 73.34 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;
- 3) S 79°04'50" W for a distance of 328.18 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;
- 4) S 80°23'27" W for a distance of 60.01 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;
- 5) S 45°45'51" W for a distance of 24.67 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for the beginning of a non-tangent curve to the right;
- 6) along said curve to the right having a deflection angle of 65°39'48", a radius of 574.00 feet, an arc length of 55.71 feet and a chord which bears N 03°14'35" W for a distance of 56.69 feet to a 5/8" capped iron rod stamped "CORR-ROW" set in the westerly boundary line of said Lot 4, Block Q, same being in the easterly boundary line of that called 13.88 acre tract conveyed to the City of Round Rock by instrument recorded in Document No. 200009803 of the Official Public Records of Williamson County, Texas for the southwesterly corner of the herein described tract, and from which a calculated angle point in the common line between said Lot 4, Block Q and the said 13.88 acre tract bears S 20°00'02" W at a distance of 0.35 feet.

THENCE, with said common line, the following two (2) courses:

- 7) N 20°00'02" E for a distance of 10.08 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;
- 8) N 29°10'22" E for a distance of 113.08 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for the northwesterly corner of the herein described tract, same being the beginning of a non-tangent curve to the left, and from which a calculated angle point in said common line bears N 25°10'22" E at a distance of 1.28 feet.

THENCE, departing said common line, through the interior of said Lot 4, Block Q, the following four (4) courses

9) along said curve to the left, having a deflection angle of $88^{\circ}30'13''$, a radius of 447.50 feet, an arc length of 45.50 feet and a chord which bears $S 84^{\circ}51'12'' E$ for a distance of 45.57 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for a point of non-angency;

10) $S 84^{\circ}51'12'' E$ for a distance of 114.40 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;

11) $N 78^{\circ}04'50'' E$ for a distance of 224.50 feet to a 5/8" capped iron rod stamped "CORR-ROW" set for an angle point;

12) $N 51^{\circ}58'47'' E$ for a distance of 73.92 feet to the POINT OF BEGINNING, containing 0.017 acres (39,852 square feet) of land, more or less.


This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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



Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Island Geodesics, LP
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



Date



PAGE 3 OF 3

③ 1/2" IRON ROD FOUND W/ CAP
 ▲ CALCULATED POINT
 ○ 5/8" IRON ROD SET
 STAMPED CORR ROW
 P PROPERTY LINE

SPRINT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
PRINT	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

DELTA=05°52'44"
RADIUS=078.51'
ARC=105.42°
CHORD=105.41'
CB=NOB°15'14"W

SLOPE AND
 PUBLIC UTILITY -
 EASEMENT
 EXHIBIT "F"
 10.69 ACRES
 SEC. 20D1001604
 D.F.N.R.C. 1.

CITY OF ROUND ROCK
13.98 ACRES
DOC. NO. 2010060903
D.P.H.W.C.T.

DELTA=09° 50' 13"
RADIUS=441.50'
ARC=45.53°
CHORD=45.57'
CB=584° 51' 12"E

2. 2

G. 917 AC.
34,952 50. IT.

178-04158-2
PROPOSED R. D. #1

P. O. B.

N51° 58' 47" E
73.92'

PROPOSED R.O.W.
518' 04" 66' 41" 125.18'

N75° 43' 51" W
77.74°

CONTINENTAL HOMES OF
TEXAS, L.P.
DOC. NO. 2000066004
O.P.R.W.C.T.

LOT 4, BLOCK D
19.572 ACRES
TURTLE CREEK VILLAGES
PHASE EIGHT
C&B, 2, ST. 313-313
D.F.R.W.C.T.
DIC, NO. 200409771
D.F.R.W.C.T.

P.A. HOLDER SURVEY
ABSTRACT NO. 297

11 BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE
DISTANCES.
21 THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT.
THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT
NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS OBTAINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

LAMMENCE A. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND COUNTRIES, LP
FIRM REGISTRATION NO. 100591-00
1504 CRISHAM TRAIL, BOAO, SUITE 103
ROUND ROCK, TX 78681

327C

DETAILS: 0
K.T. 5

	AGES	SCORE 1217
ACQUISITION	0.917	39,952
CALL/AREA	0.872	416,955
REMAINING AREA	0.655	377,004

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CROSBY TAIL RD. SUITE 101
ROUND ROCK, TX, 78664
TEL: (512) 225-2200 FAX: (512) 225-2201

PARCEL PLAT SHOWING
0.917 ACRE (39,952 SQ. FT.) TRACT OF LAND
CONTINENTAL HOMES OF TEXAS, L.P.

SCALE
1" = 100'

PROJECT LOGON EXTENSION

COUNTY
FILED IN

EXHIBIT "B"
CONTINENTAL PROPERTY

Being 1.119 acres of land out of the P.A. Holder Survey No. 9, Abstract No. 297, in Williamson County, Texas, and being a portion of a 13.98 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2010009903 of the Official Public Records of Williamson County, Texas, as more particularly described as follows:



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Registered Firm #10015100

Page 1 of 4

METES AND BOUNDS DESCRIPTION

BEING 1.119 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 13.98 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2010009903 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with plastic cap, stamped "BASELINE, Inc." for the southwest corner of Lot 4, Block Q, Turtle Creek Village Phase Eight, a subdivision of record in Cabinet Z, Slides 313-317 of the Plat Records of Williamson County, Texas and Document Number 2004097717 of the Official Public Records of Williamson County, Texas; same being the northwest corner of Lot 1, Block Q, of the Amending Plat of Turtle Creek Village Phase Eight; a subdivision of record in Cabinet AA, Slides 74-75 of the Plat Records of Williamson County, Texas and Document Number 2005022256 of the Official Public Records of Williamson County, Texas and being in the easterly line of said 13.98 acre tract, from which a 1/2" rebar found with plastic cap, stamped "BASELINE, Inc." for an angle point in the west line of said Lot 1, Block Q, Amending Plat of Turtle Creek Village Phase Eight, and the easterly line of the 13.98 acre tract, bears South 16°32'50" West a distance of 58.52 feet (record: South 16°32'50" West a distance of 58.52 feet) ;

THENCE crossing through the 13.98 acre tract the following four (4) courses:

1. North 86°58'32" West (record: North 86°58'32" West), along a prolongation of the south line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the north line of Lot 1, Block Q, Amending Plat of Turtle Creek Village Phase Eight, a distance of 13.68 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, Inc.";
2. North 03°01'28" East a distance of 349.38 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, Inc." for a point of curvature;
3. along a tangential curve to the right, having a radius of 187.00 feet, a length of 187.56 feet, a delta angle of 57°28'07" and a chord which bears North 31°45'31 East a distance of 179.80 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, Inc." at the southwest corner of the area designated for the proposed right-of-way of Logan Drive in The Replat of the Amending Plat of Turtle Creek Village Phase Eight; a proposed subdivision;
4. along the south line of the area designated for said proposed right-of-way of Logan Drive, being a non-tangential curve to the left, having a radius of 574.00 feet, a length of 123.68 feet, a delta angle of 12°20'44" and a chord which bears South 71°14'32" East a distance of 123.44 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE, Inc.", in the east line of the 13.98 acre tract and being in the west line of Lot 4, Block Q, Turtle Creek Village Phase Eight;

THENCE along the east line of the 13.98 acre tract and the west line of Lot 4, Block Q, Turtle Creek Village Phase Eight the following eight (8) courses:

1. South 19°59'51" West (record: South 19°59'51" West) a distance of 0.38 feet to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
2. South 31°31'28" West a distance of 160.59 feet (record: South 31°31'28" West a distance of 160.59 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
3. South 33°42'39" West a distance of 21.23 feet (record: South 33°42'39" West a distance of 21.23 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
4. South 17°34'24" West a distance of 121.98 feet (record: South 17°34'24" West a distance of 121.98 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
5. South 05°36'50" West a distance of 71.99 feet (record: South 05°36'50" West a distance of 71.99 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
6. South 24°38'26" West a distance of 27.76 feet (record: South 24°38'26" West a distance of 27.76 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
7. South 36°49'17" West a distance of 101.86 feet (record: South 36°49'17" West a distance of 101.86 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE Inc.";
8. South 16°32'50" West a distance of 13.76 feet (record: South 16°32'50" West a distance of 13.76 feet) to the POINT OF BEGINNING;

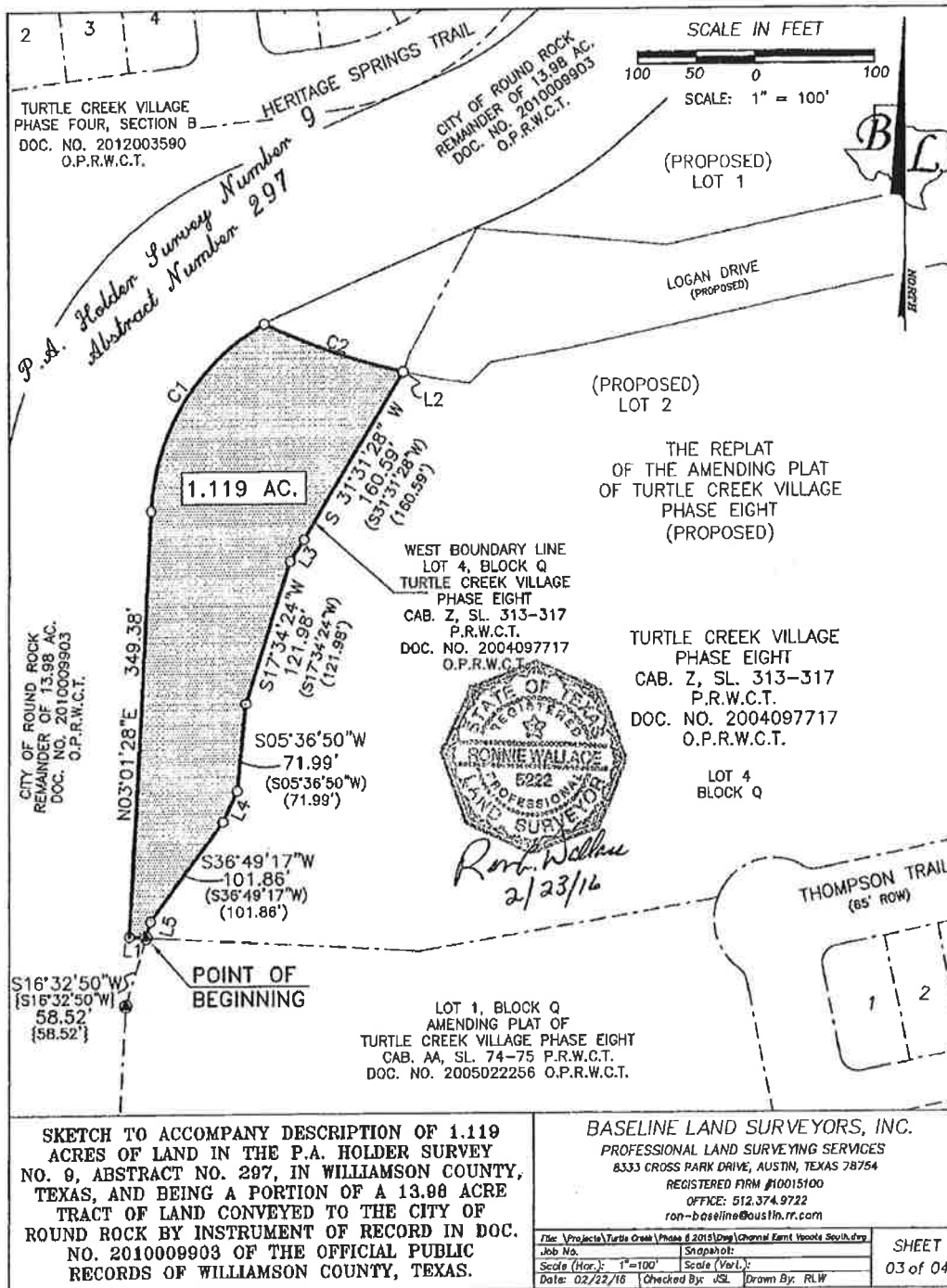
This parcel contains 1.119 acres of land, more or less, out of P.A. Holder Survey No. 9, Abstract No. 297 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83, using a surface adjustment factor of 1.00012.

Ronnie Wallace 2/23/16
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



Attachments: Survey Drawing -- S:\Projects\Turtle Creek\Phase 8 2015Dwg\
Channel Easement Vacate South.dwg
File: S:\Project\Turtle Creek\Phase 8 2015\docs\fieldnotes\Channel Easement Vacate_fn.doc



LEGEND

- | | |
|--------------|---|
| ● | 1/2" REBAR FOUND WITH PLASTIC CAP: "BASELINE INC." |
| ○ | 1/2" REBAR SET WITH PLASTIC CAP: "BASELINE INC." |
| R.O.W. | RIGHT-OF-WAY |
| { } | RECORD INFORMATION (DOC. NO. 2004097717-O.P.R.W.C.T.) |
| { } | RECORD INFORMATION (DOC. NO. 2005022256-O.P.R.W.C.T.) |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |

BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE, NAD 83\ CORS 96

LINE	BEARING	LENGTH
L1	N86°58'32"W	13.68'
(L1)	N86°58'32"W	13.68'
L2	S19°59'51"W	0.38'
(L2)	S19°59'51"W	
L3	S33°42'39"W	21.23'
(L3)	S33°42'39"W	21.23'
L4	S24°38'26"W	27.76'
(L4)	S24°38'26"W	27.76'
L5	S16°32'50"W	13.76'
(L5)	S16°32'50"W	13.76'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	187.00'	187.56'	57°28'07"	N31°45'31"E	179.80'
C2	574.00'	123.68'	12°20'44"	S71°14'32"E	123.44'

SKETCH TO ACCOMPANY DESCRIPTION OF 1.119
ACRES OF LAND IN THE P.A. HOLDER SURVEY
NO. 9, ABSTRACT NO. 297, IN WILLIAMSON COUNTY,
TEXAS, AND BEING A PORTION OF A 13.98 ACRE
TRACT OF LAND CONVEYED TO THE CITY OF
ROUND ROCK BY INSTRUMENT OF RECORD IN DOC.
NO. 2010009903 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE, AUSTIN, TEXAS 78754
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron-baseline@austin.tx.com

File: \Projects\Tribal Creek\Phone 6 2016\Draw\Channel Exam\Vocals South.dwg		
Job No.	Snapshot:	
Scale (Hor.): 1"=100'	Scale (Vert.):	
Date: 02/22/16	Checked By: JSL	Drawn By: RLW

SHEET
04 of 04

EXHIBIT "C-1"

TRAIL EASEMENTS

Being 0.3780 of an acre tract of land, more or less, situated in the P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297, Williamson County, Texas, and being a portion of a 13.98 acre tract of land conveyed to the City of Round Rock, Texas, by deed recorded in Document No. 2010009903, Official Public Records of Williamson County, Texas, as more particularly described as follows:



Baseline, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Registered Firm #10015100

Page 1 of 3

METES AND BOUNDS DESCRIPTION

BEING 0.3780 OF ONE ACRE OF LAND OUT OF THE P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 13.98 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ROUND ROCK BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2010009903 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with plastic cap which reads "BASELINE, Inc." for the southwest corner of Lot 4, Block Q, Turtle Creek Village Phase Eight, a subdivision of record in Cabinet Z, Slides 313-317 of the Plat Records of Williamson County, Texas and Document Number 2004097717 of the Official Public Records of Williamson County, Texas; same being the northwest corner of Lot 2, Block Q, of the Amending Plat of Turtle Creek Village Phase Eight, a subdivision of record in Document Number 2005022256 of the Official Public Records of Williamson County, Texas and being in the easterly line of said 13.98 acre tract, from which a 1/2" rebar found with plastic cap which reads "BASELINE, Inc." for an angle point in the west line of said Lot 2, Block Q, Amending Plat of Turtle Creek Village Phase Eight, and the easterly line of the 13.98 acre tract, bears South 16°32'50" West a distance of 58.52 feet (record: South 16°32'50" West a distance of 58.52 feet);

THENCE crossing through the 13.98 acre tract the following nine (9) courses:

1. North 86°58'32" West (record: North 86°58'32" West), along a prolongation of the south line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the north line of Lot 2, Block Q, Amending Plat of Turtle Creek Village Phase Eight, a distance of 13.68 feet to a calculated point;
2. North 03°01'28" East a distance of 349.38 feet to a calculated point for a point of curvature;
3. along a tangential curve to the right, having a radius of 187.00 feet, a length of 187.56 feet, a delta angle of 57°28'07" and a chord which bears North 31°45'31 East a distance of 179.80 feet to a calculated point at the southwest corner of the area designated as right-of-way for Logan Drive, a proposed right-of-way;
4. along the south line of said area designated as right-of-way for Logan Drive, a proposed right-of-way, being a non-tangential curve to the left, having a radius of 574.00 feet, a length of 40.04 feet, a delta angle of 03°59'47" and a chord, which bears South 67°04'04" East a distance of 40.03 feet to a calculated point;
5. South 66°43'42" West a distance of 7.39 feet to a calculated point for a point of curvature;

6. Along a tangential curve to the left, having a radius of 157.00 feet, a length of 174.56 feet, a delta angle of $63^{\circ}42'15''$ and a chord, which bears South $34^{\circ}52'35''$ West a distance of 165.71 feet to a calculated point for a point of tangency;
7. South $03^{\circ}01'28''$ West a distance of 11.95 feet to a calculated point for a point of curvature;
8. Along a non-tangential curve to the right, having a radius of 135.23 feet, a length of 109.46 feet, a delta angle of $46^{\circ}22'39''$ and a chord, which bears South $03^{\circ}01'28''$ West a distance of 106.50 feet to a calculated point for a point of tangency;
9. South $03^{\circ}01'28''$ West a distance of 197.97 feet to a calculated point in the east line of the 13.98 acre tract, being the west line of said Lot 4, Block Q, Turtle Creek Village Phase Eight and; from which a 1/2" rebar found with plastic cap, which reads "BASELINE, INC." for an angle point in the west line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the east line of the 13.98 acre tract bears North $36^{\circ}49'17''$ East (record: North $36^{\circ}49'17''$ East) a distance of 78.30 feet;

THENCE along the west line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the east line of the 13.98 acre tract the following two (2) courses:

1. South $36^{\circ}49'17''$ West feet (record: South $36^{\circ}49'17''$ West), a distance of 23.55 feet to a 1/2" rebar found with plastic cap, which reads "BASELINE INC.";
2. South $16^{\circ}32'50''$ West (record: South $16^{\circ}32'50''$ West) a distance of 13.76 feet to the POINT OF BEGINNING;

This parcel contains 0.3780 of one acre of land, more or less, out of P.A. Holder Survey No. 9, Abstract No. 297 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83, using a surface adjustment factor of 1.00012.

Ronnie Wallace 3/2/16
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



Attachments: Survey Drawing – S:\Projects\Turtle Creek\Ph 8 2015\Dwg\
30' Trail Esmt South REVISED 0316.dwg
File: S:\Project\Turtle Creek\Ph 8 2015\docs\fieldnotes\30' Trail Esmt South REVISED
0316_fn.doc

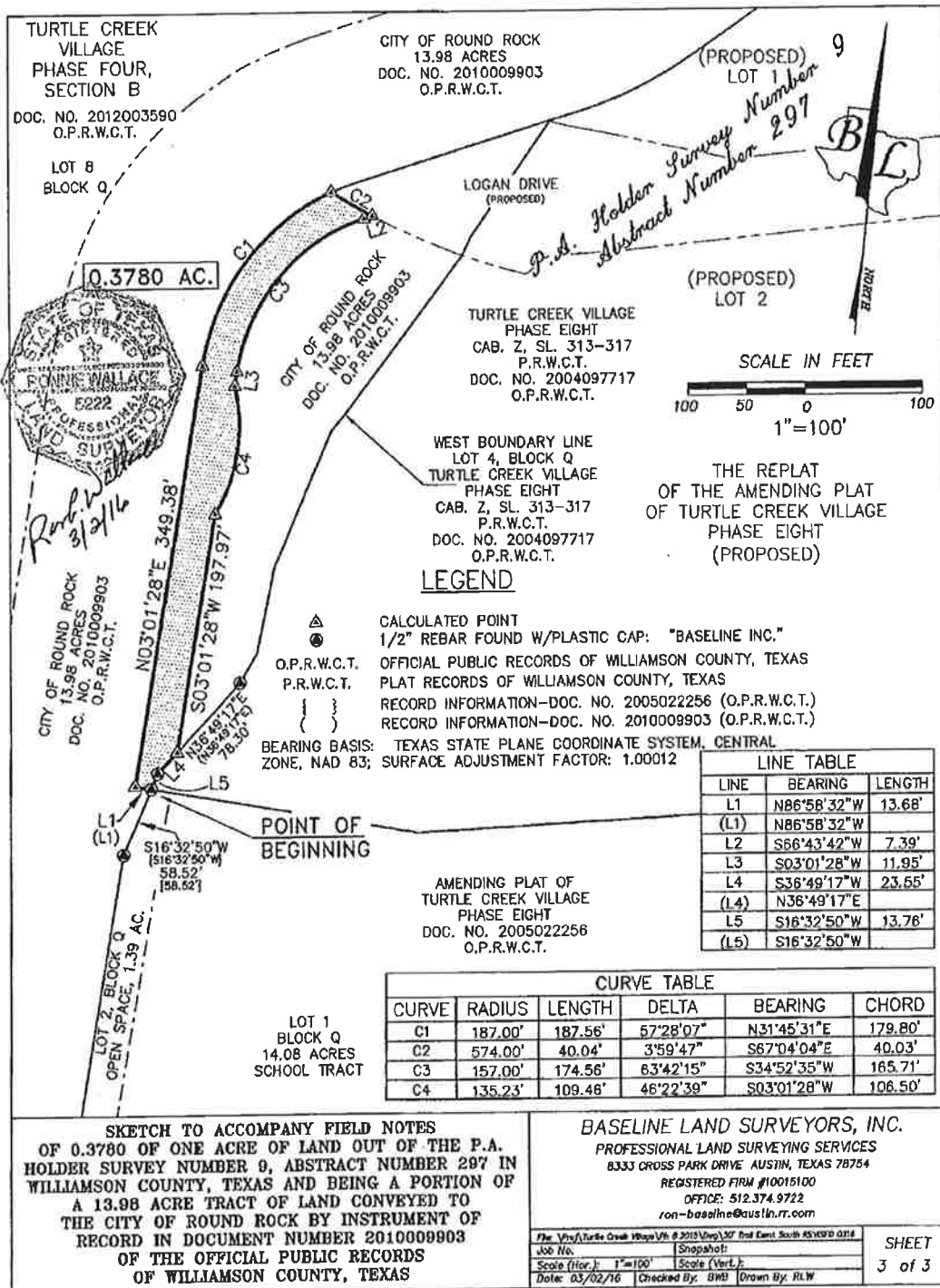


EXHIBIT "C-2"

TRAIL EASEMENTS (CONTINUED)

Being 0.4395 of an acre tract of land, more or less, situated in the P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297, Williamson County, Texas, and being a portion of Lot 4, Block Q, TURTLE CREEK VILLAGE, PHASE EIGHT, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 313-317, of the Plat Records of Williamson County, Texas, as more particularly described as follows:

METES AND BOUNDS DESCRIPTION

BEING 0.4395 OF ONE ACRE OF LAND CONFIGURED AS A 30.00-FOOT WIDE STRIP OUT OF THE P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 4, BLOCK Q, TURTLE CREEK VILLAGE PHASE EIGHT, A SUBDIVISION OF RECORD IN CABINET Z, SLIDES 313-317 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT NUMBER 2004097717 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with plastic cap which reads "BASELINE, Inc." for an angle point in the north line of said Lot 4, Block Q, Turtle Creek Village Phase Eight and being in the south line of a 13.98 acre tract of land conveyed to the City of Round Rock by instrument of record in Document Number 2010009901 of the Official Public Records of Williamson County, Texas;

THENCE along the north line of Lot 4, Block Q, Turtle Creek Village Phase Eight and said south line of the 13.98 acre tract the following three (3) courses:

1. North 66°43'42" East a distance of 27.46 feet (record: North 66°43'42" East a distance of 27.46 feet) to a 1/2" rebar found with plastic cap, which reads "BASELINE, Inc." for a point of curvature;
2. Along a non-tangential curve to the left, having a radius of 363.00 feet (record: 363.00 feet), a length of 107.34 feet (record: 107.34 feet), a delta angle of 16°56'31" (record: 16°56'31") and a chord, which bears North 58°15'27" East a distance of 106.95 feet (record: North 58°15'27" East a distance of 106.95 feet) to a 1/2" rebar found with plastic cap, which reads "BASELINE, Inc." for a point of tangency;
3. North 49°47'11" East (record: North 49°47'11" East) a distance of 260.43 feet to a calculated point;

THENCE crossing through Lot 4, Block Q, Turtle Creek Village Phase Eight the following two (2) courses:

1. Along a non-tangential curve to the right, having a radius of 80.30 feet, a length of 125.83 feet, a delta angle of 89°46'59" and a chord, which bears South 56°10'57" East a distance of 113.35 feet to a calculated point for a point of tangency;
2. South 16°10'45" East a distance of 94.57 feet to a calculated point in the east line of Lot 4 Block Q, Turtle Creek Village Phase Eight and being in the west right-of-way line of A.W. Grimes Boulevard (120' R.O.W.);

THENCE South $11^{\circ}41'26''$ East (record: South $11^{\circ}41'26''$ East), along the east line of Lot 4, Block Q, Turtle Creek Village Phase Eight and said west right-of-way line of A.W. Grimes Boulevard a distance of 36.34 feet to a calculated point;

THENCE crossing through Lot 4, Block Q, Turtle Creek Village Phase Eight, along a line that runs approximately 2.00 feet south and west of (as measured perpendicularly) and parallel with the south and west edge of concrete for an existing hiking trail the following five (5) courses:

1. South $78^{\circ}18'34''$ West a distance of 3.21 feet to a calculated point for a point of curvature;
2. Along a non-tangential curve to the right, having a radius of 22.22 feet, a length of 30.99 feet, a delta angle of $79^{\circ}54'59''$ and a chord, which bears North $64^{\circ}48'19''$ West a distance of 28.54 feet to a calculated point for a point of tangency;
3. North $24^{\circ}38'52''$ West a distance of 17.24 feet to a calculated point;
4. North $16^{\circ}10'45''$ West a distance of 96.07 feet to a calculated point for a point of curvature;
5. Along a non-tangential curve to the left, having a radius of 50.30 feet, a length of 73.00 feet, a delta angle of $83^{\circ}08'48''$ and a chord, which bears North $51^{\circ}34'31''$ West a distance of 66.76 feet to a calculated point;

THENCE continues through Lot 4, Block Q, Turtle Creek Village Phase Eight, along a line 30.00 feet south of (as measured perpendicularly) and parallel with the north line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the south line of the 13.98 acre tract the following three (3) courses:

1. South $49^{\circ}47'11''$ West a distance of 251.64 feet to a calculated point for a point of curvature;
2. Along a non-tangential curve to the right, having a radius of 393.00 feet, a length of 116.21 feet, a delta angle of $16^{\circ}56'31''$ and a chord, which bears South $58^{\circ}13'27''$ West a distance of 115.78 feet to a calculated point;
3. South $66^{\circ}43'42''$ West a distance of 66.48 feet to a calculated point in the north line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the south line of the 13.98 acre tract; from which a 1/2" rebar found with plastic cap, which reads "BASELINE, Inc." for an angle point in the north line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the south line of the 13.98 acre tract bears South $29^{\circ}10'11''$ West (record: South $29^{\circ}10'11''$ West) a distance of 68.04 feet;

THENCE North $29^{\circ}10'11''$ East (record: North $29^{\circ}10'11''$ East), along the north line of Lot 4, Block Q, Turtle Creek Village Phase Eight and the south line of the 13.98 acre tract a distance of 49.21 feet to the POINT OF BEGINNING;

This parcel contains 0.4395 of one acre of land, more or less, out of P.A. Holder Survey No. 9, Abstract No. 297 in Williamson County, Texas.

Boaring Basic: Texas State Plane Coordinates, Central Zone, NAD 83, using a surface adjustment factor of 1.00012.

Ronnie Wallace 26 June 2012

Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



Attachments: Survey Drawing - S:\Project\Turtle Creek\Phase 8\Drawings\Trail Esmt TCV & Q4 East.dwg
File: S:\Project\Turtle Creek\Phase 8\docs\fieldnotes\30' Trail Esmt TCV & Q4 East_fa.doc

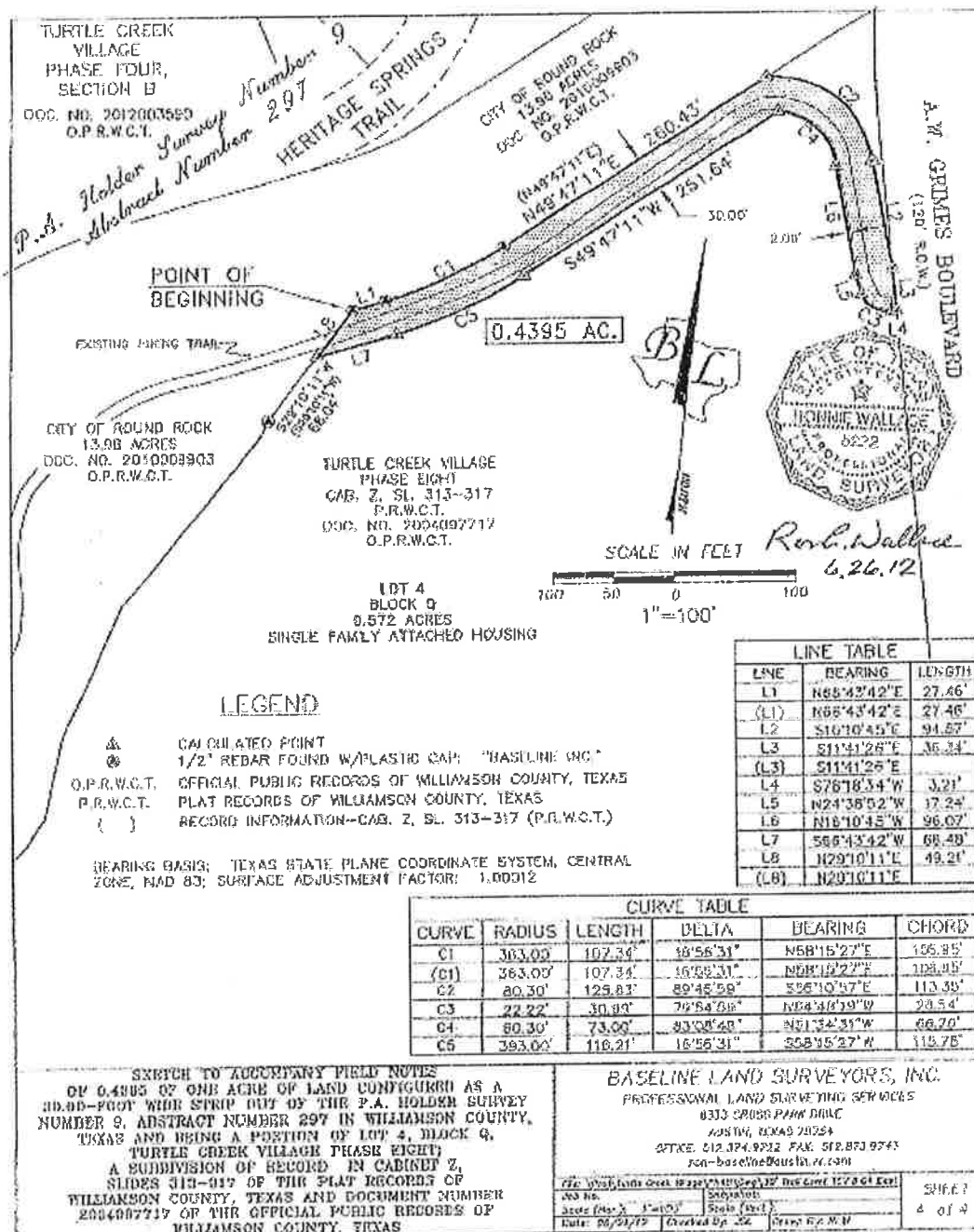


EXHIBIT "C-3"

TRAIL EASEMENTS (CONTINUED)

Being 0.1974 of an acre tract of land, more or less, situated in the P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297, Williamson County, Texas, and being a portion of Lot 6, Block Q, Turtle Creek Village, Condominiums, a condominium regime in Williamson County, Texas, according to the Condominium Declaration, plats and exhibits recorded in Document Nos. 2015076511, 2015078459 and 2015080969, of the Official Public Records of Williamson County, Texas, as more particularly described as follows:

METES AND BOUNDS DESCRIPTION

BEING 0.1974 OF ONE ACRE OF LAND CONFIGURED AS A 30.00-FOOT WIDE STRIP OUT OF THE P.A. HOLDER SURVEY NO. 9, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 6, BLOCK Q, TURTLE CREEK VILLAGE PHASE FOUR, SECTION B; A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2012003590 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with plastic cap, which reads "BASELINE Inc." for the southeast corner of said Lot 6, Block Q, Turtle Creek Village Phase Four, Section B, same being the southwest corner of Lot 7, Block Q, Turtle Creek Village Phase Two, Section B; a subdivision of record in Cabinet EE, Slides 18 and 19 of the Plat Records of Williamson County, Texas and Document Number 2007095970 of the Official Public Records of Williamson County, Texas and also being in the north line of a 13.98 acre tract of land conveyed to the City of Round Rock by instrument of record in Document Number 2013009903 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the north line of said 13.98 acre tract the following two (2) courses:

1. Along a non-tangential curve to the left, having a radius of 313.00 feet (record: 313.00 feet), a length of 10.40 feet (record: 10.40 feet), a delta angle of 01°54'16" (record: 01°54'16") and a chord, which bears South 50°44'19" West a distance of 10.40 feet (record: South 50°44'19" West a distance of 10.40 feet) to a 1/2" rebar found with plastic cap, which reads "BASELINE Inc." for a point of tangency;
2. South 49°47'11" West (record: South 49°47'11" West) a distance of 201.19 feet to a calculated point; from which a 1/2" rebar found with plastic cap, which reads "BASELINE Inc." for a point of curvature on the south line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the north line of the 13.98 acre tract bears South 49°47'11" West (record: South 49°47'11" West) a distance of 133.90 feet;

THENCE South 78°27'19" West, crossing through Lot 6, Block Q, Turtle Creek Village Phase Four, Section B a distance of 75.56 feet to a calculated point in the west line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and being in the east right-of-way line of Heritage Springs Trail (52' R.O.W.);

THENCE along the west line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the east right-of-way line of said Heritage Springs Trail, being a non-tangential curve to the left, having a radius of 227.00 feet (record: 227.00 feet), a length of 34.53 feet, a delta angle of $08^{\circ}42'52''$ and a chord, which bears North $18^{\circ}01'34''$ East a distance of 34.49 feet to a calculated point; from which a 1/2" rebar found with plastic cap, which reads "BASELINE, Inc." for a point of tangency in the west line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the east right-of-way line of Heritage Springs Trail bears along a tangential curve to the left, having a radius of 227.00 feet (record: 227.00 feet), a length of 81.61 feet, a delta angle of $20^{\circ}35'52''$ and a chord, which bears North $03^{\circ}22'12''$ East a distance of 81.17 feet;

THENCE crossing through Lot 6, Block Q, Turtle Creek Village Phase Four, Section B the following three (3) courses:

1. North $78^{\circ}27'19''$ East a distance of 50.87 feet to a calculated point;
2. North $49^{\circ}47'11''$ East, along a line 30.00 feet north of (as measured perpendicularly) and parallel with the south line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the north line of the 13.98 acre tract a distance of 193.53 feet to a calculated point for a point of curvature;
3. Continuing along an arc 30.00 feet north of (as measured perpendicularly) and parallel with the south line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the north line of the 13.98 acre tract, being a tangential curve to the right, having a radius of 343.00 feet, a length of 42.20 feet, a delta angle of $07^{\circ}02'55''$ and a chord, which bears North $53^{\circ}18'38''$ East a distance of 42.17 feet to a calculated point in the east line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and being in the west line of Lot 7, Block Q, Turtle Creek Village Phase Two, Section B; from which a 1/2" rebar found with plastic cap, which reads "BASELINE, Inc." for an angle point in the east line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the west line of Lot 7, Block Q, Turtle Creek Village Phase Two, Section B bears North $08^{\circ}45'00''$ East (record: North $08^{\circ}45'00''$ East) a distance of 42.13 feet;

THENCE South $08^{\circ}45'00''$ West (record: South $08^{\circ}45'00''$ West), along the east line of Lot 6, Block Q, Turtle Creek Village Phase Four, Section B and the west line of Lot 7, Block Q, Turtle Creek Village Phase Two, Section B a distance of 42.01 feet to the POINT OF BEGINNING.

This parcel contains 0.1974 of one acre of land, more or less, out of P.A. Holder Survey No. 9, Abstract No. 297 in Williamson County, Texas.

Hearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83, using a surface adjustment factor of 1.00012.

Ron Wallace 26 June 2012
 Ronnie Wallace Date
 Registered Professional Land Surveyor
 State of Texas No. 5222



Attachments: Survey Drawing - S:\Projects\Turtle Creek\Phase 4B\Drawg\30' Trail Esmt 4B Q6.dwg
 File: S:\Project\Turtle Creek\Phase 4B\docs\fieldnotes\30' Trail Esmt TCV 4B Q6 fld.doc

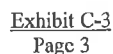


EXHIBIT "D"

TRAIL EASEMENT FORM

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Grantor*"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the **City of Round Rock**, a home-rule municipality situated in the County of Williamson and State of Texas ("*Grantee*"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of the following perpetual easement:

A public trail easement, for the benefit of the general public, for the purpose of walking, running, hiking, bicycling, remaining upon, or traversing over, upon and across, and otherwise using such trail; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

See Exhibit "A" attached hereto and made a part hereof.

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public facilities, public trail materials and equipment and signage.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

- (a) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary; and
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee.

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the easement and on any land along and outside the easement, and shall repair any damage it shall do to Grantor's private roads or lanes on the lands; and
- (b) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the above-described easements and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2016.

GRANTOR:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of the month of _____, 2016, by _____, the _____ of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas L.P., a Texas limited partnership, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in the capacity and for the purposes and consideration therein expressed, on behalf of said corporation and limited partnership.

Notary Public, State of Texas

After recording please return to:

EXHIBIT "E"

CONTINENTAL PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in Document No. 2002003703, Official Public Records of Williamson County, Texas.
2. Rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.
3. The rights of Grimes Blvd. Road Improvement District #2 to levy taxes and issue bonds.
4. Easement to Texas Power & Light Company recorded in Volume 281, Page 503, Deed Records of Williamson County, Texas.
5. Easement to Lone Star Gas Company recorded in Volume 296, Page 353, Deed Records of Williamson County, Texas.
6. Terms and provisions of City of Round Rock Ordinance No. Z-01-07-12-10-B2, creating Turtle Creek PUD No. 47, a certified copy of which is recorded in Document No. 2002003703, as amended by instrument recorded in Document No. 2010067540, Official Public Records of Williamson County, Texas.
7. Easement and right of way conveyed to TXU Gas Company, as described in document recorded in Document No. 2002083893, Official Public Records of Williamson County, Texas.
8. Notice of Water Pollution Abatement Plan as set forth in document recorded in Document No. 2003097974, Official Public Records of Williamson County, Texas.

EXHIBIT "F"

CITY PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in Document No. 2002003703, 2003094262, 2004091013, 2005007224, 2005081984, 2005081985, 2011088327, 2012043670, 2012092984, 2013025676, 2013116273 and 2015073706 Official Public Records of Williamson County, Texas, and those set out on the plat recorded in Cabinet Z, Slides 313-317, of the Plat Records of Williamson County, Texas (as to the ROW Property and Easement Tracts described in Exhibit "C-1" and Exhibit "C-3").
2. Restrictive covenants recorded in Document No. 2002003703, Official Public Records of Williamson County, Texas (as to Easement Tract described in Exhibit "C-2").
3. Restrictive covenants recorded in Document No. 2002003703, 2003094262, 2004091013, 2005007224, 2005081984, 2005081985, 2010067540, 2011088327, 2012043670, 2012043671, 2012092984, 2013025676, 2013116273, 2015073706, 2015075627, 2015076511, 2015076512, 2015078459, 201579938, and 2015080969 Official Public Records of Williamson County, Texas, and those set out on the plat recorded in Document Nos. 2012003590, 2015076511, 2015078459, and 2015080969, Official Public Records of Williamson County, Texas (as to the ROW Property and Easement Tract described in Exhibit "C-4").
4. Rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.
5. The rights of Grimes Blvd. Road Improvement District #2 to levy taxes and issue bonds.
6. All easements, building setback lines, restrictions and dedications as set out on the plat recorded in Cabinet Z, Slides 313-317, of the Plat Records of Williamson County, Texas (as to the ROW Property and Easement Tracts described in Exhibit "C-1" and "C-3").
7. All easements, building setback lines, restrictions and dedications as set out on the plat recorded in recorded in Document Nos. 2012003590, 2015076511, 2015078459, and 2015080969, Official Public Records of Williamson County, Texas (as to the Easement Tract described in Exhibit "C-4").
8. Easements, covenants, conditions, restrictions, charges and assessments payable to Turtle Creek Village Owners Association, Inc., as set out and described in the restrictions recorded in Document Nos. 2002003703, 2003094262, 2004091013, 2005007224, 2005081984, 2005081985, 2011088327, 2012043670, 2012092984, 2013025676, 2013116273 and 2015073706 Official Public Records of Williamson County, Texas (as to the ROW Property and Easement Tracts described in Exhibit "C-1" and Exhibit "C-3")
9. Easements, covenants, conditions, restrictions, charges and assessments payable to Turtle Creek Village Owners Association, Inc., as set out and described in the restrictions recorded in Document Nos. 2002003703, 2003094262, 2004091013, 2005007224, 2005081984, 2005081985, 2010067540, 2011088327, 2012043670, 2012043671,

2012092984, 2013025676, 2013116273 and 2015073706, 2015075627, 2015076511, 2015076512, 2015078459, 201579938, and 2015080969 (as to the Easement Tract described in Exhibit "C-4").

10. Electric transmission and/or distribution line easement and right of way, together with all rights granted therein, conveyed to Texas Power & Light Company recorded in Volume 281, Page 503, Deed Records of Williamson County, Texas.
11. Pipe and telephone lines easement and right of way, together with all rights granted therein, conveyed to Lone Star Gas Company as described in Volume 296, Page 353, Deed Records of Williamson County, Texas.
12. Terms and provisions of City of Round Rock Ordinance No. Z-01-07-12-10-B2, creating Turtle Creek PUD No. 47, a certified copy of which is recorded in Document No. 2002003703, as amended by instrument recorded in Document No. 2010067540, Official Public Records of Williamson County, Texas.
13. Easement and right of way conveyed to TXU Gas Company, as described in document recorded in Document No. 2002083893, Official Public Records of Williamson County, Texas.
14. Notice of Water Pollution Abatement Plan as set forth in document recorded in Document No. 2003097974, Official Public Records of Williamson County, Texas.
15. Terms and conditions of Trail Easement recorded in Document No. _____, Official Public Records of Williamson County, Texas (as to all Easement Tracts).