DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Development Agreement ("Agreement") is between the CITY OF BEE CAVE, TEXAS, a general law municipality located in Travis County, Texas ("City"), and PCG SUMMIT-LADERA RANCH, L.P., a Texas limited partnership ("PCG") (sometimes City and PCG are referred to individually as a "Party" or collectively as "Parties").

INTRODUCTION

PCG controls and will own approximately 82.77 acres of land located within the extraterritorial jurisdiction ("ETJ") of the City, as more particularly described on the attached Exhibit "A" ("Land"). The boundaries, development and proposed uses of the Land are depicted on the concept plan attached as Exhibit "B" ("Concept Plan"). This Agreement confirms that all of the Land is located within the ETJ of the City of Bee Cave.

PCG intends to develop the Land as a master-planned, mixed-use condominium regime that will include residential uses ("**Project**"). Because the Land constitutes a significant area of the City's ETJ that will be developed in phases under a master development plan, PCG and City wish to enter into this Agreement, which will provide an alternative to City's typical regulatory process for development in its ETJ, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement and encourage the creation of a high-quality community for the benefit of the present and future residents of City and the Project.

Authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code; Chapter 245, Texas Local Government Code, and such other statutes as may be applicable.

PCG and City agree to work with each other in good faith to enhance and preserve the general area for the citizens of City and surrounding areas. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between City and PCG.

<u>City Administrator</u>: The City Administrator of City.

City Council: The City Council of City.

<u>Code of Ordinances</u>: shall mean the ordinances in effect on the effective date of this Agreement.

Effective Date of this Agreement: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all Parties.

Landowner: shall mean PCG and any subsequent owners, of any or all of the land.

<u>PCG</u>: shall mean the developer of the Project and any successors or assigns.

<u>Project</u>: shall mean development of the Land as shown and described on the Concept Plan consistent with the terms of this Agreement.

Any terms which are used herein and which are defined in the Code of Ordinances shall have the meaning ascribed to them in the Code of Ordinances unless same are expressly defined in this Agreement in which case the definition contained herein shall control. Capitalized terms which are used and defined in this Agreement shall have the meaning ascribed to them in this Agreement.

ARTICLE II

COMPLIANCE WITH CITY REGULATIONS

Section 2.01 Requirements. The City and Landowner acknowledge and agree that except as expressly waived, modified or abated by this Agreement (and any Zoning Ordinance adopted pursuant to the terms of this Agreement) all of the City's laws, ordinances (including, without limitation, subdivision ordinances), codes, regulations, requirements, technical construction standards, and development review procedures and processes (collectively, the "Requirements") in effect on the Effective Date of this Agreement, except as modified by the terms of this Agreement, and applicable to the Land shall apply to any and all development activity undertaken on the Land (or any portion of the Land) in connection with the Project.

Notwithstanding the foregoing terms of this Article II, the Requirements with respect to the following shall apply to development activity on the Land or any portion of the Land as they are enacted and/or amended by the City from time to time so long as such amendments do not prevent the development from occurring on the Land in accordance with and as depicted on the Concept Plan attached hereto as <u>Exhibit "B"</u>:

- (i) municipal zoning regulations that do not affect landscaping or tree preservation, open space or park dedication, property classification, lot size, lot dimensions, lot coverage, or building size or that do not change development permitted by a restrictive covenant required by a municipality;
 - (ii) regulations for sexually oriented businesses;

- (iii) fees imposed in conjunction with building or development permits;
- (iv) regulations for annexation that do not affect landscaping or tree preservation or open space or park dedication;
 - (v) regulations for utility connections;
- (vi) regulations to prevent imminent destruction of property or injury to persons, including regulations effective only within a flood plain established by federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;
- (vii) construction standards for public works located on public lands or easements; and
- (viii) ordinances incorporating uniform building, fire, electrical, plumbing, and/or mechanical codes, adopted by a national code or international organization, and/or local amendments to such codes enacted solely to address imminent threats of destruction of property or injury to persons.

ARTICLE III

MASTER DEVELOPMENT PLAN

Section 3.01 Phased Development. PCG intends to develop the Land in phases. PCG may modify the phasing plan from time to time, and PCG may, in its sole discretion plat each phase in multiple, separate subdivision plats. City acknowledges that the portions of the Land not under active development may remain in use for agricultural lands or ranching purposes. PCG shall notify City of changes in the phasing plan.

Section 3.02 Concept Plan and Exceptions.

For purposes of this Agreement, the Concept Plan means and includes the land use map, land use standards, land use charts and all other matters set out on Exhibit "B" attached hereto. City hereby confirms its approval of the Concept Plan. City acknowledges that the Concept Plan generally complies with the City's Comprehensive Plan, as amended; approves the land uses, densities, exceptions, utility and roadway alignments and sizing and other matters shown on the Concept Plan to the extent that they comply with the City's Requirements as modified by this Agreement. PCG confirms that the Concept Plan complies with the City's Requirements except as expressly stated and described herein. Such approval does not constitute the City's agreement that any specific portion of the Project conforms to the Requirements. No specific development contemplated by, or indicated on, the Concept Plan may be undertaken or commenced unless same complies, and has been approved by the City in accordance with the Requirements, as modified by this Agreement. Specifically, no development may be undertaken on the Land until such time as a site plan meeting the Requirements has been submitted and approved by the City in accordance with the procedures set forth in the Requirements.

- b. City hereby grants and approves, the exceptions, waivers, variances and credits to City's development regulations, ordinances and requirements as follows:
- c. PCG shall have the right to develop the Land to a density of 336 residential dwelling units as shown on the Concept Plan.
- d. Due to large changes in grade, buildings within the Project may be constructed to a maximum height of forty feet (40').
- e. Attached buildings may contain private yards of less than four hundred (400) square feet per building.
- f. Impervious calculations for the Land, pursuant to Section 13.109 and other applicable Sections of the Code of Ordinances for the City of Bee Cave, Texas ("Code"), shall exclude water quality controls and detention facilities constructed in connection with the Project, including, but not limited to a wet pond and related facilities. Impervious cover calculations for the Project shall take into account the pervious and impervious surfaces included within the right of way of the proposed extension of Home Depot Boulevard. Impervious calculations for the Project shall not include the future Bee Cave Parkway.
- g. No buildings shall be constructed within seventy-five feet (75') from the edge of the dedicated public right-of-way known as "Bee Cave Parkway" ("Parkway Setback"). Detention, retention and re-irrigation ponds, utilities, signage, landscaping, grading, structural walls and related improvements for the Project may be constructed within the Parkway Setback.
- h. The Project shall contain one (1) median break on Bee Cave Parkway in a location that will provide reasonable ingress and egress to the Project, in the approximate location as set forth on the Conceptual Plan. (The City shall include this median break in the design and construction of Bee Cave Parkway. City and PCG shall cooperate with one another in the exact location.)
- i. City acknowledges that PCG is providing superior water quality controls for the Project. To incorporate the natural terrain and to provide superior water quality of the site, City approves the construction of both water quality and detention improvements within the Upland Waterway water quality buffer zone established in Section 13.109(d) of the Code in the limited locations set forth in the Concept Plan on the attached Exhibit "B" and allow the limits of water quality and detention facilities to be recaptured in the Net Site Area (RE: Section 13.109 of the City Code).
- j. In recognition that the Project will contain open space and related amenities, the City waives the parkland dedication requirements of Section 10.238 of the Code.
- k. No more than two roadway crossings of the water quality buffer zone (as shown on the Concept Plan) shall be allowed. At the time of development PCG will attempt to return the waterway within the water quality zone to its natural state. All area removed from the WQBZ because of the stream restoration will be included within the Net Site Area.

l. PCG must submit any proposed change to the Concept Plan to the City for approval. If the change is a Minor Change, then approval or denial may be given by the City Administrator, subject to the review process set forth in Section 3.03. If the change is not a Minor Change, then approval of such change must be sought in accordance with the procedures, processes and provision of the Requirements, including, without limitation, Section 14.126 of the Code of Ordinances.

For purposes of this Agreement, a "Minor Change" shall mean any change to the following aspects of the Concept Plan that does not result in the Project being in violation of the Requirements or this Agreement:

- (i) a reduction in the Gross Floor Area of any building, provided that such reduction occurs through a reduction in the building's footprint, thereby reducing the size of each floor of the building in question;
- (ii) adjustments to road alignments that do not exceed twenty-five feet (25') from the alignment shown on the Concept Plan;
- (iii) increases in building square footage of any individual building to be constructed as part of the Project of not more than ten percent (10%) of such building's initial square footage described in Exhibit "D" ("Square Footage of Building Footprints"), attached hereto, and as shown on the Concept Plan; provided no such change may be made if the change would cause the Project to exceed the limitations on impervious cover as set forth herein;
- (iv) deviations to the location of buildings and other improvements shown on the Concept Plan that do not exceed twenty-five feet (25').
- m. The buildings within the Project shall be constructed as depicted in the elevations attached hereto as <u>Exhibit "E"</u> ("**Elevations**"), or constructed in a manner that is substantially similar to the Elevations.
- Section 3.03 Review Process. The City shall review Landowner's complete permit applications with respect to the Project on a "fast track" basis to expedite such applications. In order to expedite the review and construction process, the City shall allow Landowner to file separate permit applications for various parts of the Project, such as, by way of example but not limitation, foundation and building plans as separate applications. For purposes of this Section 3.03, completeness of any application will be evaluated in accordance with this Agreement and the City's Code of Ordinances.
- Section 3.04 Review/Submittal Fees. Nothing herein shall be deemed to limit the fees which the City may charge in connection with prospective development activity on the Land (including, without limitation, any and all application, review, building and development fees) which may be established by the City from time to time and which are applicable to the Project. All such fees shall be paid at the time the requesting party requests the City to undertake the action for which the fee is established. The amount of the fee owed by the requesting party with respect to any specific action requested of the City shall be based on the City's fee schedule in effect at the time

the request for the specific action is made. Provided however, that any development fees received by the City from the Landowner for review of this Project prior to the date of this Agreement will be credited against any development fees due to the City for review of the Project after the date of this Agreement. The City will not require any additional fees specific to the Project unless same are imposed to reimburse the City for actual and reasonable expenses incurred in reviewing applications for development which have not been previously requested by Landowner, or for development activities which are not currently depicted on the Concept Plan.

Section 3.05 Term of Approvals. The Concept Plan, variances and approvals granted in this Agreement will be effective for the term of this Agreement, including any renewals as provided by Section 6.01.

Section 3.06 Building Code Compliance. Permanent structures constructed on the Land shall comply with the uniform building code and the design guidelines adopted by City in effect at the time the construction is commenced. City shall provide timely inspections and shall provide adequate staff and resources so as not to unreasonably delay any construction activities on the Land.

ARTICLE IV

ANNEXATION

Section 4.01 Annexation and Conveyance of Right-of-way.

- a. The Land will be annexed as follows: PCG has caused the owner to petition City to annex the entirety of the Land. City shall use reasonable efforts to annex the area within sixty (60) days of the date it initiates annexation, and in all events will complete such annexation within ninety (90) days thereafter.
- b. Contemporaneously with the annexation by City of any land within the Project, subject to City review and its ordinances, City will zone any undeveloped property within the Project consistently with the land uses shown on the Concept Plan, and will zone all developed property consistently with the land uses in existence on the date of the annexation as shown on the Concept Plan.
- c. Within thirty (30) days from the date requested by City, PCG will convey or cause to be conveyed to the City of Bee Cave right-of-way not to exceed 75' for the construction of Bee Cave Parkway as generally depicted on Exhibit "C" attached hereto. The parties agree that an actual metes and bounds description of the right-of-way shall automatically replace <a href="Exhibit" C" when a metes and bounds survey becomes available. The conveyance of the right-of-way to the City shall be on a form reasonably approved by the City, and all liens must be subordinated to the right-of-way, and said right-of-way must be free and clear of any encumbrances which would adversely affect the City's right to reasonably use the right-of-way for highway and public utility purposes and for the purposes granted. The City shall have the right-of-way.

ARTICLE V

HOME DEPOT BOULEVARD EXTENSION

Section 5.01 Home Depot Boulevard. PCG, may, in its discretion at its cost construct an extension to that certain right-of-way, known as "Home Depot Boulevard" as shown on the Concept Plan. Such construction shall be in accordance with plans approved by the City and within the existing platted right of way. Water quality ponds within the Project shall be oversized as appropriate to compensate for the Home Depot Boulevard extension. Upon completion of construction, the roadway shall be dedicated to the City in accordance with the City Code.

ARTICLE VI

AUTHORITY AND VESTING OF RIGHTS

Section 6.01 Authority. This Agreement is entered into, in part, under the statutory authority of Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code; Chapter 245, Texas Local Government Code, and such other statutes as may be applicable. The Parties intend that, as specifically provided in this Agreement, this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances as described herein; and provide other terms and consideration, including the continuation of land uses and for zoning upon annexation of the Land to City. City acknowledges and agrees that it has authority under the Texas Local Government Code, and other applicable ordinances or statutes, to enter into this Agreement.

Section 6.02 Vesting of Rights. This Agreement constitutes an application by PCG for the development of the Project, and initiates the development permit process for the Project. City acknowledges that PCG has vested authority to develop the Project in accordance with this Agreement. It is the intent of City and PCG that these vested development rights include the character of land uses, the number of Units, the general location of roadways, the design standards for streets and roadways, and development of the Land in accordance with the Concept Plan and as set forth in this Agreement and the applicable Requirements in existence on the Effective Date of this Agreement, except as the Requirements may be modified in accordance with this Agreement. Landowner waives any vesting of development rights which may have occurred prior to the execution of this Agreement.

Section 6.03 Landowner's Right to Continue Development. In consideration of PCG's agreements hereunder, City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

ARTICLE VII

TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of City and PCG. Upon the expiration of fifteen (15) years, this Agreement may be extended, at City's option, upon request by PCG, for up to two (2) successive fifteen (15) year periods.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of City and PCG, or may be terminated or amended only as to a portion of the Land by the mutual written consent of City, the owners of the portion of the Land affected by the amendment or termination and PCG. In addition, PCG may terminate this Agreement if PCG determines in good faith that it is not economically feasible to proceed with the Project. If PCG terminates this Agreement at a time when any site plan has been approved for any contemplated development activity on the Land, such termination shall render any approved site plan void and no development approved on the site plan shall be undertaken on the Land. This Agreement shall also automatically terminate in the event that PCG has not submitted an administratively complete application for a site plan for the Project prior to December 31, 2008. The requirement that PCG convey right-of-way to the City for construction of Bee Cave Parkway shall survive any termination of this Agreement.

Section 7.03 Assignment.

- a. This Agreement, and the rights and obligations of PCG, in whole or in part, may be assigned by PCG to a subsequent developer and/or builder of all or a portion of the Land upon written notice to City. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.
- b. PCG will provide to City at least fifteen (15) days advance written notice of any assignment or partial assignment of PCG's rights and obligations under this Agreement. If PCG assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and PCG will be severable, and PCG will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.
- c. This Agreement is not intended to create any encumbrance to title as to any ultimate consumer who purchases any portion of Land.

Section 7.04 Remedies.

a. If City defaults under this Agreement, PCG may enforce this Agreement by seeking a writ of mandamus from a Travis County District Court, or may give notice setting forth the event of default ("Notice") to City. In addition, if City fails to cure any alleged default

within forty-five (45) days from the date City receives the Notice, PCG may terminate this Agreement by providing written notice to City as to all of the Land owned by PCG, or as to the portion of the Land affected by the default and/or PCG may pursue any injunctive relief from a court or proper jurisdiction.

- b. If PCG defaults under this Agreement, City shall give Notice to PCG. If PCG fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may terminate this Agreement or seek injunctive relief from a court of proper jurisdiction.
- c. Each Party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.
- d. If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.
- e. If a default is by an assignee of only a part of the Land and Project, the only default is by such assignee, this Agreement may be terminated only as to the part or portion of the Land and the Project on which the assignee is in default.

Section 7.05 Cooperation.

- a. City and PCG each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including, but not limited to, the execution of such further documents as may be reasonably necessary.
- b. City agrees to cooperate with PCG at PCG's expense, in connection with any waivers, permits or approvals PCG may need or desire from LCRA, Travis County, TCEQ, United States Environmental Protection Agency, United States Fish & Wildlife Service, or any other regulatory authority in order to carry out the Concept Plan.
- c. In the event of any third Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, PCG and City agree to cooperate in the defense of such suit or claim, and to use their respective reasonable efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. PCG and City will each be responsible for its own attorneys' fees and other expenses which may be incurred in connection with any such lawsuit or claim.
- d. PCG or City may initiate mediation on any issues in dispute between PCG and City and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:

City of Bee Cave

Attn: Mr. James Fisher 13333-A Hwy. 71 West Bee Cave, Texas 78738

With Required

Copy to:

Ms. Patty Akers, City Attorney

Bickerstaff Heath Pollan and Caroom, LLP

816 Congress Ave. Suite 1700

Austin, Texas 78701

PCG:

PCG Summit-Ladera Ranch, L.P.

Attn: Mr. Steve Levenson 2082 Michelson Dr., Suite 100 Irvine, California 92612

With Required

Copy to:

Pacific Summit Partners, LLC

Attn: Mr. Steve Levenson 111 Congress Ave., Suite 1950

Austin, Texas 78701

With Required

Copy to:

Mr. David Armbrust

Armbrust & Brown, LLP

100 Congress Ave., Suite 1300

Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. PCG may, by giving at least five (5) days' written notice to City, designate additional Parties to receive copies of notices under this Agreement.

Section 8.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 8.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 8.05 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 8.06 Authority for Execution. City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. PCG hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of PCG.

Section 8.07 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit "A" - The Land

Exhibit "B" - The Concept Plan

Exhibit "C" - Bee Cave Parkway Right-of-Way

Exhibit "D" - Square Footage of Building Footprint

Exhibit "E" - Elevations

[Signatures on following page]

The undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BEE CAVE, TEXAS, a general law municipality

By: Caroline Murphy, Mayor

Date: 3-8-07

ATTEST:

Sherry Mashburn, City Secretary

PCG SUMMIT-LADERA RANCH, L.P.,

a Texas limited partnership

By: PACIFIC SUMMIT PARTNERS, L.L.C.,

a Delaware limited liability company,

General Partner

By

Steven H. Levenson, Manager

Date:

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me the 2007, by Caroline Murphy, Mayor of the City of Bee Cave, Texas, a general law municipality, on behalf of City.

Sherry Mashburn
Notary Public
State of Texas
My Commission Expires
JULY 26, 2007

Notary Public Signature

COUNTY OF TRAVIS

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This instrument was acknowledged before me the day of day of 2007, by Steven H. Levenson, Manager of Pacific Summit Partners, L.L.C., a Delaware limited liability company, General Partner of PCG Summit-Ladera Ranch, L.P., a Texas limited partnership, on behalf of said partnership.



Notary Public Signature

82.818 ACRES
MORGAN TRACT
VILLAGE OF BEE CAVE, TEXAS

FN NO. 06-659 (MAZ) NOVEMBER 09, 2006 BPI JOB NO. 1655-03.99

DESCRIPTION

OF 82.818 ACRES OF LAND OUT OF THE H. & G. N. R. R. SURVEY NO. 56, ABSTRACT NO. 2108, SITUATED IN TRAVIS COUNTY, TEXAS; BEING ALL OF THAT CERTAIN CALLED 52.75 ACRE "TRACT 1" AND CALLED 30.00 ACRE "TRACT 2", DESCRIBED IN THE DEED TO EDWARD A. MORGAN, OF RECORD IN VOLUME 12361, PAGE 1004 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 82.818 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron pipe found for the southwesterly corner of said 52.75 acre tract, the southeasterly corner of said 30.00 acre tract, the northwesterly corner of that certain 1.36 acre "Tract 3" described in said Volume 12361, Page 1004, the northerly corner of that certain 3.763 acre tract described in the deed to Helen Hampton, of record in Volume 12899, page 174 of said Real Property Records, and the northeasterly corner of Tuscany Subdivision, a subdivision of record in Document No. 200000069, of the Official Public Records of Travis County, Texas, for an angle point and the southerly most corner hereof;

THENCE, along the southerly line of said 30.00 acre tract, being the northerly line of said Tuscany Subdivision, for a portion of the southerly line hereof, the following five (5) courses and distances:

- 1) N79°42'23"W, a distance of 658.08 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N79°30'40"W,a distance of 227.22 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) N84°52′09″W, a distance of 44.99 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) N83°51′28″W, a distance of 77.84 feet to a 1/2 inch iron rod with cap set for an angle point;
- N79°05'36"W, a distance of 237.52 feet to a 1/2 inch iron rod with cap found for the common westerly corner of said 30.00 acre tract and said Tuscany Subdivision, being in the easterly line of the Amended Plat of Lots 33 & 34 Block "C" and Lots 1, 2, & 3, Block "E" Spillman Ranch Phase One Section Two Final Plat, a subdivision of record in Document No. 200300174, of said Official Public Records, for the southwesterly corner hereof;

FN 06-659MAZ) NOVEMBER 9, 2006 PAGE 2 OF 5

THENCE, along the northwesterly line of said 30.00 acre tract and said 52.75 acre tract, being in part the easterly line of said Amended Plat of Lots 33 & 34 Block "C" and Lots 1, 2, & 3, Block "E" Spillman Ranch Phase One Section Two Final Plat, in part a southeasterly line of the remainder of that certain 464.975 acre tract described in the Executors Distribution Deed, of record in Document No. 2001016510, of said Official Public Records, in part the southeasterly line of that certain 5.876 acre tract described in the deed to Spillman Development Group, of record in Document No. 2001126100, of said Official Public Records, and in part a portion of the southerly line of Spillman Ranch Phase One Section One Final Plat, a subdivision of record in Document No. 200200274, of said Official Public Records, for the northwesterly line hereof, the following eight (8) courses and distances:

- 1) N27°14'39"E, passing at a distance of 329.89 feet a 1/2 inch iron rod with cap found for the northeasterly corner of said Amended Plat of Lots 33 & 34 Block "C" and Lots 1, 2, & 3, Block "E" Spillman Ranch Phase One Section Two Final Plat, continuing for a total distance of 571.15 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N26°56′52″E, a distance of 1117.71 feet to a 1/2 inch iron rod with cap set for the common northerly corner of said 30.00 acre tract and said 52.75 acre tract, for an angle point hereof;
- 3) N27°38′09″E, a distance of 177.82 feet to a 1/2 inch iron pipe found for the southeasterly corner of said 5.876 acre tract;
- 4) N27°43′12″E, a distance of 240.24 feet to a 1/2 inch iron pipe found for an angle point;
- 5) N26°07'00"E, a distance of 583.94 feet to a 1/2 inch iron pipe found for an angle point;
- 6) N27°19'35"E, a distance of 172.45 feet to a 1/2 inch iron rod with cap found for an angle point;
- 7) N27°28'08"E, a distance of 12.07 feet to a 1/2 inch iron rod with cap set for an angle point;
- 8) N34°09'20"E, a distance of 38.08 feet to a 1/2 inch iron pipe found for the northeasterly corner of said 52.75 acre tract and the northwesterly corner of that certain 36.171 acre tract described in the deed to Kenneth C. Margolis, of record in Volume 8730, Page 729, of said Real Property Records, also being in the southerly line of said Spillman Ranch Phase One Section One Final Plat, for the northerly corner hereof;

FN 06-659MAZ) NOVEMBER 9, 2006 PAGE 3 OF 5

THENCE, along the northeasterly line of said 52.75 acre tract, being in part the southwesterly line of said 36.171 acre tract and in part the southwesterly line of the Replat of the Home Depot Addition, a subdivision of record in Document No. 200200218, of said Official Public Records, for the northeasterly line hereof, the following seven (7) courses and distances:

- 1) S26°27'37"E, a distance of 852.04 feet to a 1/2 inch iron rod with cap set;
- 2) S25°06'28"E, a distance of 100.10 feet to a 1/2 inch iron rod found for the westerly common corner of said 36.171 acre tract and said Replat of the Home Depot Addition;
- 3) S25°03′50″E, a distance of 177.86 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) S24°59′18″E, a distance of 181.03 feet to a 1/2 inch iron pipe found for an angle point;
- 5) S27°23'49"E, a distance of 358.85 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) S27°07′24″E, a distance of 519.88 feet to a 1/2 inch iron rod with cap set for an angle point;
- 7) S25°36′57″E, a distance of 620.30 feet to a 1/2 inch iron pipe found for the common southerly corner of said Replat of the Home Depot Addition and said 52.75 acre tract, being in the northerly line of that certain 44.611 acre tract described in the deed to Tim Skaggs and wife, Brenda Skaggs, of record in Volume 12007, Page 1764, of said Real Property Records, for the southwesterly corner hereof;

FN 06-659MAZ) NOVEMBER 9, 2006 PAGE 4 OF 5

THENCE, S77°46′29″W, along the southerly line of said 52.75 acre tract, being in part a portion of the northerly line of said 44.611 acre tract and in part the northerly line of said 1.36 acre tract, for a portion of the southerly line hereof, a distance of 1374.46 feet to the POINT OF BEGINNING, containing an area of 82.818 acres (3,607,566 sq. ft.) of land, more or less, within these metes and bounds.

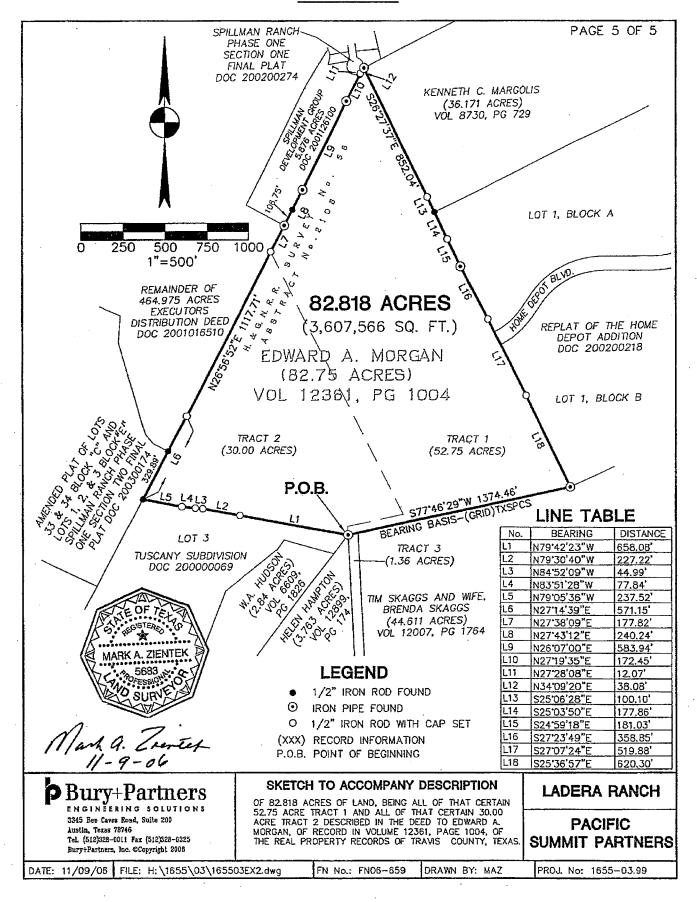
BEARING BASIS NOTE: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83(93), CENTRAL ZONE UTILIZING MONUMENTS OF THE LCRA HARN CONTROL NETWORK.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY ON THE GROUND, COMPLETED DURING THE MONTHS OF JULY-SEPTEMBER, 2006 UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

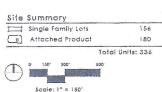
BURY + PARTNERS, INC. ENGINEERING SOLUTIONS 3345 BEE CAVES ROAD, SUITE 200 AUSTIN, TEXAS 78746 (512) 328-0011 MADY & STEMPER D. D. I. G. O.

NO. 5683

STATE OF TEXAS





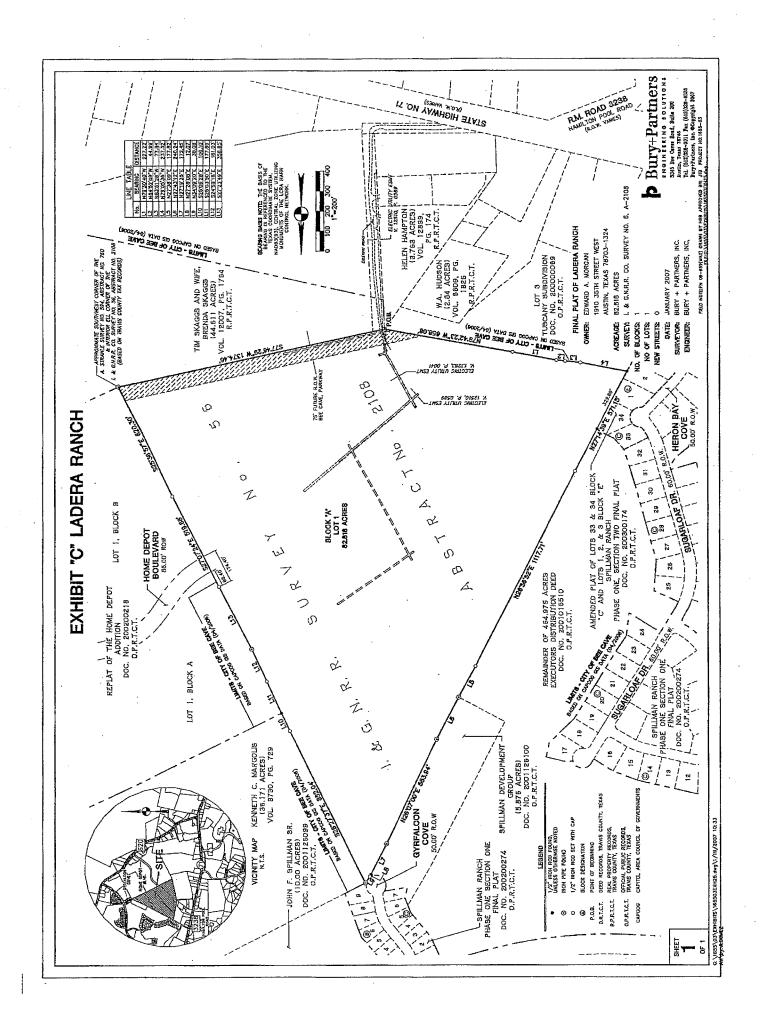


Concept Plan

Ladera Ranch

City of Bee Cave, Texas





LADERA RANCH

SUMMARY OF BUILDING FOOTPRINTS

	Approximate Dimension	Approx. Sq. Ft.
Typical Attached Product	Approx. 119' - 2" x 72' - 4"	Approx. 8,568 sq. ft.
Typical Detached Single Family Product:		
Plan 1	Approx. 72' x 40'	Approx. 2,880 sq. ft.
Plan 2	Approx. 75' - 10" x 40'	Approx. 3,000 sq. ft.
Plan 3	Approx. 71' x 40'	Approx. 2,840 sq. ft.



FRONT ELEVATION

ELEVATION "A" TUSCAN CONCEPTUAL ELEVATIONS - PLAN 1 SCALE: 1/4" = 1' - 0" LADERARANCH - SINGLE FAMILY PRODUCT CITY OF BEE CAVE, TEXAS

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS ALI CONGRESS AVENUE STE, 1980 AUSTEN, TEXAS 78701





FRONT ELEVATION

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS
HI CONGRESS AVENUE STE, 1980
AUSTEN, TEXAS 28701

ELEVATION "B" CRAFTSMAN
CONCEPTUAL ELEVATIONS - PLAN 1
SCALE:1/4"=1'-0"
LADERA RANCH - SINGLE FAMILY PRODUCT
CITY OF BEE CAVE, TEXAS





FRONT ELEVATION

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS
LIT CONGRESS AVENUE STE. 1950
AUSTIN, ILXAS 78701

ELEVATION "C" FRENCH COUNTRY
CONCEPTUAL ELEVATIONS - PLAN 1
SCALE: 1/4" = 1' - 0"

LADERA RANCH - SINGLE FAMILY PRODUCT
CITY OF BEE CAVE, TEXAS





EXHIBIT "E"

ELEVATION "A" TUSCAN
CONCEPTUAL ELEVATIONS - PLAN 2
SCALE: 1/4" = 1' - 0"

LADERA RANCH - SINGLE FAMILY PRODUCT
CITY OF BEE CAVE, TEXAS

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS
HI CONGRESS AVENUE STF, 1988
AUSTIN, TEXAS "8701





EXHIBIT "E"

ELEVATION "B" CRAFTSMAN
CONCEPTUAL ELEVATIONS - PLAN 2
SCALE:1/4"=1'-0"
LADERA RANCH - SINGLE FAMILY PRODUCT
CITY OF BEE CAVE, TEXAS

NOTE: LANDSCAPE SHOWN FOR IGENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS
LIT CONGRESS AVENUE STE, 1980
AUSTIN, TEXAS 78701





NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS TH CONGRESS AVENUE STE. 1950 AUSTIN, TEXAS *8701 ELEVATION "C" FRENCH COUNTRY CONCEPTUAL ELEVATIONS - PLAN 2

SCALE:1/4"=1'-0"

LADERA RANCH - SINGLE FAMILY PRODUCT CITY OF BEE CAVE, TEXAS





FRONT ELEVATION

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS
TH CONGRESS AVENUE STE, 1980
AUSTIN, TEXAS 28701

ELEVATION "A" TUSCAN
CONCEPTUAL ELEVATIONS - PLAN 2
SCALE: 1/4" = 1'-0"

LADERA RANCH - SINGLE FAMILY PRODUCT
CITY OF BEE CAVE, TEXAS





ELEVATION "B" CRAFTSMAN

FRONT ELEVATION

CONCEPTUAL ELEVATIONS - PLAN 2 SCALE:1/4"=1'-0" PURPOSES ONLY AND SUBJECT TO CHANGE

LADERA RANCH - SINGLE FAMILY PRODUCT CITY OF BEE CAVE, TEXAS

NOTE: LANDSCAPE SHOWN FOR RENDERING

PACIFIC SUMMIT PARTNERS
HI CONGRESS AVENUE SHE 1980 AUSTIN, HEXAS 78701





NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

PACIFIC SUMMIT PARTNERS TH CONGRESS AVENUE STE. 1950 AUSTIN, TEXAS 78701

EXHIBIT "E"

FRONT ELEVATION

ELEVATION "C" FRENCH COUNTRY CONCEPTUAL ELEVATIONS - PLAN 2 SCALE:1/4"=1'-0" LADERA RANCH - SINGLE FAMILY PRODUCT CITY OF BEE CAVE, TEXAS





EXHIBIT "E"

NOTE: LANDSCAPE SHOWN FOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE

BUILDING "C" - TUSCAN
CONCEPTUAL ELEVATION
SCALE: 14" = 1'-0"

PACIFIC SUMMIT PARTNERS
111 CONGRESS AVENUES 11-1050
AUSTIN, IEXAS 78701

LADERA RANCH · ATTACHED PRODUCT City of Bee Cave, Texas





EXHIBIT "E"

NOTE: I ANDSCAPE SHOWN FOR RUNDERING
PURPOSES ONLY AND SURJECT TO CHANGE

BUILDING "B" - EUROPEAN
CONCEPTUAL ELEVATION
SCALE: U4" - 1'-0"

PACIFIC SUMMIT PARTNERS
HE CONGRESS AVINTED TO 1980
AUSTIN, HEARTS 200

LADERA RANCH - ATTACHED PRODUCT City of Bee Cave, Texas





EXHIBIT "E"

NOTE: LANDSCAPE SHOWN LOR RENDERING PURPOSES ONLY AND SUBJECT TO CHANGE BUILDING "A" - CRAFTSMAN
CONCEPTUAL ELEVATION
SCALE: 14" - 1'-0"

PACIFIC SUMMIT PARTNERS INCONGRESS WENT NIL 1980 AUSTIN, HAAS (NO.) LADERA RANCH - ATTACHED PRODUCT City of Bee Cave, Texas





REAR ELEVATION



COMMUNITY FACILITY

FRONT & REAR ELEVATIONS 4,626 S.F.

PACIFIC SUMMIT PARTNERS
111 CONGRESS AVENUE STE. 1950
AUSTIN, TEXAS 78701
ph; (512) 502-1730 R: (512) 343-2759

06051 1.1

LADERA RANCH City of Bee Cave, Texas

