SHARED COMMON AREA & IMPROVEMENTS MAINTENANCE AND COST SHARING AGREEMENT

THIS SHARED COMMON AREA IMPROVEMENTS MAINTENANCE AND COST SHARING AGREEMENT ("*Agreement*") is executed as of the 11th day of October, 2012, by and among **Cedar Park Town Center Residential Owners Association, Inc.**, a Texas corporation (the "*Association*") **Continental Homes of Texas, L.P.**, a Texas limited partnership doing business as D.R. Horton ~ America's Builder ("*Horton*"), **Cedar Park Town Center LP**, a Texas limited partnership ("*CPTC*"), and **V-S Cedar Park, Ltd.**, a Texas limited partnership ("*VSCP*").

BACKGROUND:

A. Horton has developed and is in the process of continuing to develop primarily for residential use the property described on Exhibit "A" attached hereto (the "*Horton Residential Property*"). Various portions of the Horton Residential Property have been platted and developed, and homes have been constructed and sold. The owners of those homes in the Horton Residential Property are members of the Association. Horton is also the owner of that certain tract of land described on Exhibit "B" (the "*Horton Commercial Property*"), which is presently zoned for mixed uses including commercial uses. The Horton Residential Property and the Horton Commercial Property may be sometimes be referred to collectively as the "*Horton Property*".

B. CPTC is developing primarily for commercial purposes the property described on Exhibit "C" attached hereto (the "*CPTCLP Property*"). VSCP owns the property described on Exhibit "D" attached hereto (the "*VSCP Property*"), which may be developed for residential or commercial uses.

C. Discovery Boulevard is a major public thoroughfare situated adjacent to portions of the Horton Property, the CPTCLP Property, and the VSCP Property, and, for purposes of this Agreement, includes certain improvements to common areas (the "*Shared Common Area Improvements*") all as more particularly described on Exhibit "E" attached hereto.

D. The Association, Horton, CPTC, and VSCP desire to establish for the benefit of the Horton Property, the CPTCLP Property and the VSCP Property (the "*Project*") certain agreements providing for the maintenance of the Shared Common Area Improvements and the sharing of the costs associated therewith.

AGREEMENT:

NOW, THEREFORE, in consideration of the above background facts and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, Horton, CPTC, and VSCP hereby agree as follows:

Article I
MAINTENANCE OF COMMON AREAS.

1.1 **General**. The Association, as "*Maintenance Director*" shall maintain, clean, repair and keep in good condition all of the Shared Common Area Improvements in accordance with applicable laws. Such maintenance of the Shared Common Area Improvements shall consist of maintaining and repairing any the clock tower, landscaping, irrigation system, lighting system, and monument signage and all other Shared Common Area Improvements. The Maintenance Director may contract with a community association management company or similar management company to perform the obligations of the Maintenance Director hereunder

(a "*Management Company*"). The Maintenance Director will inform the Owner Parties (as defined in Section 1.4 below) in writing each year of the name, address, phone number, email, and contact name for the Management Company.

1.2 **Payment for Shared Common Area Expenses**. Subject to reimbursement from the other parties hereto, the Maintenance Director shall advance the funds to pay the costs of cleaning, maintaining, repairing and replacing the Shared Common Area Improvements. As used herein, "*Shared Common Area Expenses*" shall mean all amounts of every kind and nature which the Maintenance Director shall pay during any calendar year after 2012 in connection with performing its obligations and duties under this Agreement with respect to the Shared Common Area Improvements, including, without limitation, any amounts paid for (a) utilities (including the cost of water and electricity and the costs to maintain, repair, and replace taps, valves, and other utility equipment and infrastructure), (b) permits and licenses to comply with legal requirements, (c) supplies, materials, tools, and equipment used to light, operate, repair, maintain, clean, landscape, and irrigate the Shared Common Area Improvements, (d) cost of insuring any of the Shared Common Area Improvements against casualty loss; and (e) such other costs and expenses as may be approved in advance by the Association, Horton, and CPTC, which approval will not be unreasonably withheld, conditioned, or delayed. All Shared Common Area Expenses shall be reasonable and bona fide. In no event shall Shared Common Area Expenses include (i) any management, administration or accounting fees, (ii) any utility expense, including, without limitation, charges for electricity or water, emanating from a utility meter that does not exclusively serve the Shared Common Area Improvements, and (iii) any material upgrade in the quality of the Shared Common Area Improvements from the levels existing on the Effective Date without the consent of the Association, Horton, and CPTC; provided, however, nothing herein shall limit the Maintenance Director's right to repair and replace Shared Common Area Improvements damaged by casualty loss of any type or which are beyond their useful life due to reasonable wear and tear ("*Repair & Replacement Costs*"). In addition, except for the cost of utility service and Repair & Replacement Costs, Shared Common Area Expenses shall not increase by more than five percent (5%) each calendar year on a non-cumulative basis.

1.3 **Incurring of Shared Common Area Expenses**. Attached to this Agreement as Exhibit "F" is the actual budget for the Shared Common Area Expenses for 2012. The parties approve the 2012 budget. By November 15th of each year, the Maintenance Director will provide the other parties hereto a budget ("*Budget*") for Shared Common Area Expenses for the ensuing calendar year. In formulating the Budget, the Maintenance Director shall act reasonably and in good faith and with regard to the appropriate level of maintenance commensurate for the Project. The Maintenance Director shall (a) use reasonable efforts to keep Shared Common Area Expenses within the Budget, and (b) promptly notify the other parties hereto if the Maintenance Director determines that it is likely that the Budget will be exceeded by more than five percent (5%).

1.4 **Self-Help Rights**. In the event the Maintenance Director fails to perform its obligations required by this Agreement, Horton, CPTC, and/or VSCP (or their Permitted Assignees, who together with Horton, CPTC, and VSCP may be referred to as the "*Owner Parties*" and each as an "*Owner Party*") may give written notice specifying the nature of the breach and the reasonable requirements to cure the breach. If the Maintenance Director fails to comply with the requirements set forth in such notice within twenty (20) days of a receipt or deemed receipt thereof, then any Owner Party owning at least ten (10) acres covered by this Agreement may, upon notice to the other Owner Parties, perform such obligations (the "*Curing Owner Party*") and recover from the other Owner Parties hereto their respective portions of the reasonable cost therefor, with the Curing Owner Party exercising all of the rights as Maintenance Director with regard to such collection. If the Maintenance Director fails to perform its obligations under this Agreement and another Owner Party owning at least ten (10) acres

covered by this Agreement gives the foregoing notice more often than three (3) times in a five (5) year period, then any Owner Party owning at least ten (10) acres covered by this Agreement may, at its option exercisable upon not less than thirty (30) days notice to the other Owner Parties and the then acting Maintenance Director, become the Maintenance Director under this Agreement.

Article II
REPORTING AND REIMBURSEMENT FOR SHARED COMMON AREA EXPENSES

2.1 **Reporting and Reimbursement**. Within thirty (30) days after the end of each calendar year, the Maintenance Director shall provide the other parties hereto a statement (the "*Statement*") showing the amount of actual Shared Common Area Expenses for the prior calendar year, with a listing of amounts for major categories. The Statement shall also include the Maintenance Director's certification as to its accuracy and completeness. The other parties hereto shall pay to the Maintenance Director its respective Pro Rata Share of the Shared Common Area Expenses for the preceding calendar year by no later than thirty (30) days after receipt of a Statement (defined below). As used herein, the term "*Pro Rata Share*" shall mean the percentages set forth on Exhibit "G" as such percentages may change pursuant to Exhibit "G".

2.2 **Default and Remedies**. If any Owner Party fails to pay its Pro Rata Share of the Shared Common Area Expenses, then the Maintenance Director may pursue any rights and remedies available under applicable laws to enforce this Agreement and collect any unpaid sums. In addition, if the Maintenance Director fails or refuses to pursue any defaulting Owner Party, then any Owner Party may pursue the defaulting Owner Party for any sums due and owing hereunder, provided that any such sums so collected shall be used to pay Shared Common Area Expenses.

2.3 **Books and Records**. The Maintenance Director shall maintain, and shall require the Management Company to maintain, for at least two (2) years after the end of each calendar year adequate books and records of the determination of the Shared Common Area Expenses. The other parties hereto shall have the right, upon at least fifteen (15) days' notice to the Maintenance Director (but not more often than twice a calendar year), to review and copy at the Maintenance Director's office or at the office of the Management Company in Williamson or Travis County, Texas, the books and records so maintained by the Maintenance Director. If, as a result of any such review, it is revealed that the actual payments were overstated by more than five percent (5%), then, in addition to being entitled to a refund, the other parties hereto shall be entitled to recover the reasonable cost of its review.

Article III
TERM

This Agreement shall remain in full force and effect for a term of thirty (30) years; provided, however, the term shall automatically thereafter be extended for successive periods of five (5) years each unless the parties hereto or their Permitted Assignees file of record in the Williamson County Clerk's Office an instrument terminating this Agreement.

Article IV
MISCELLANEOUS.

4.1 **Notice**. Any notice which shall or may be given in accordance with this Agreement shall be in writing and shall be either personally delivered or sent by United States Registered or Certified Mail, adequate postage prepaid, return receipt requested, and addressed to the parties as follows:

If to Horton:	Continental Homes of Texas, L.P. Attn: Mr. Richard N. Maier 12554 Riata Vista Circle, 2nd Floor Austin, Texas 78727
With Copy to:	Timothy C. Taylor, Esq. Jackson Walker L.L.P. 100 Congress Avenue, Suite 1100 Austin, Texas 78701-4042
If to CPTC:	Cedar Park Town Center LP Attention: Michael C. Ainbinder 2415 West Alabama, Suite 205 Houston, Texas 77098
With a copy to:	Winstead PC Attention: Barry E. Putterman, Esq. 600 Travis Street, Suite 1100 Houston, Texas 77002
If to VSCP:	V-S Cedar Park, Ltd. c/o British American Development Corp. Attn: Larry Honea P.O. Box 670829 Dallas, Texas 75367
If to Association:	Cedar Park Town Center Residential Owners Association, Inc. c/o Goodwin Management Attn: Celeste Starr Schulz 11149 Research Boulevard, Suite 100 Austin, Texas 78759
With Copy to the Management Company:	Goodwin Management Attn: Celeste Starr Schulz 11149 Research Boulevard, Suite 100 Austin, Texas 78759

The Association, Horton, CPTC or VSCP and their Permitted Assignees shall have the right to change their address for purposes of notice and also the right to designate one additional party to receive copies of all notices hereunder, by giving notice as herein provided. Each notice given hereunder shall be effective when received or on the third (3rd) business day after being sent, whichever occurs first. The Management Company will promptly inform the other parties of any change of address or change of any other contact information. Except for notices alleging a default by an Owner Party, notices of a change of address, or notice of the designation of additional parties to receive notices, it is not necessary that the attorney for an Owner Party be given notice hereunder.

4.2 **Binding Effect**. Horton shall have the right to assign its rights under this Agreement to any successor owners of the Horton Commercial Property or to a property association having responsibility for maintaining substantial portions of the Horton Commercial Property, and upon such successor owner's or association's assumption in writing of the obligations under this Agreement and the delivery of such assumption to the other parties hereto, Horton shall be relieved of any unaccrued obligations hereunder which such successor has

expressly assumed. No owner of any portion of the Horton Residential Property shall have any direct rights under this Agreement. CPTC shall have the right to assign its rights under this Agreement to either a successor owner or owners of the CPTCLP Property or to a bona fide, property owners association having responsibility for maintaining portions of the CPTCLP Property, and upon such successor owner's or association's assumption in writing of the obligations under this Agreement and the delivery of such assumption to the other parties hereto, CPTC shall be relieved of any unaccrued obligations hereunder which such successor has expressly assumed. VSCP shall have the right to assign its rights under this Agreement to either a successor owner of the VSCP property or to a bona fide property association having responsibility for maintaining portions of the VSCP property, and upon such successor owner's or association's assumption in writing of the obligations under this Agreement and the delivery of such assumption to the other parties hereto, VSCP shall be relieved of any unaccrued obligations hereunder which such successor has expressly assumed. The assignees permitted by this Section 4.2 are herein referred to as a "*Permitted Assignee*". A Permitted Assignee shall succeed to all of the rights and obligations under this Agreement of the parties from whom it received such assignment, unless minimum acreage requirements in Section 1.4 are not met (in which event, such Permitted Assignee shall succeed to all other rights hereunder except those dependent on the minimum acreage requirement). The Association may assign its rights and duties hereunder to any bona fide successor homeowners association for all or a majority of the of the Horton Residential Property. An Owner Party may meet its requirements relative to causing a Permitted Assignee to assume its obligations under this Agreement (and thus be entitled to a release of unaccrued obligations relative thereto) by giving to the other Owner Parties and the Maintenance Director a copy of a recorded document between the transferring Owner Party and the Permitted Assignee in which event the Permitted Assignee acknowledges by either acceptance of such document or its execution thereof the assumption of liability of transferring to Owner Party with respect to the affected land.

4.3 **Interest**. Whenever in this Agreement it is provided that a party pay a sum of money to the other party, the amount so paid if not paid within fifteen (15) days of its due date shall thereafter bear interest until paid at the lesser of: (a) twelve percent (12%) per annum, or (b) the highest rate permitted by law to be paid on such type of obligation.

4.4 **Estoppel Certificate**. The Maintenance Director and each Owner Party agrees that within fifteen (15) days of a written request, it will issue to another Owner party, its current or prospective mortgagee or purchaser or Major Tenant of all or any portion of the land covered by this Agreement, an estoppel certificate stating to the best of the issuer's knowledge as of such date whether (a) it has notice of any default under this Agreement by the requesting party and if there are known defaults specifying the nature thereof; (b) this Agreement has been assigned, modified or amended in any way by it and if so, stating the nature of such assignment, modification or amendment and furnishing copies thereof; (c) this Agreement is in full force and effect; and (d) there are any sums which are due or will become due as of a prior act or actions of the requesting party. In no event shall any estoppel certificate delivered pursuant to this Agreement create a contractual relationship of any kind between the issuer of such estoppel certificate and the recipients of such estoppel certificate. A "*Major Tenant*" is a tenant who leases from an Owner Party contiguous space 10,000 square feet in area or greater. If an Owner Party makes a second request in any calendar year to another Owner Party for an estoppel certificate under this Section 4.4, the Owner Party receiving such request may condition its delivery on the payment of a fee, not to exceed $500.00 for each such request.

4.5 **Further Assurances**. The parties hereto agree to execute and deliver such additional documents as may be reasonably necessary to further the intent of this Agreement.

4.6 **Attorneys' Fees**. In the event a lawsuit is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

4.7 **No Partnership**. None of the parties hereto nor any future Owner Party are partners or joint venturers. In no event will any of the parties hereto be liable or responsible for any contractual, tortious, or other liability, obligation, or debt of any other party, whether a party to this Agreement or otherwise.

4.8 **APPLICABLE LAW**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN TEXAS.

4.9 **Amendment; Waiver**. This Agreement may not be amended or modified orally, but only by a written agreement executed by the parties and their respective mortgagees. No delay or omission by any party in exercising any power or right hereunder shall impair any such right or power or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any such power preclude other or further exercise thereof, or the exercise of any other right or power hereunder.

4.10 **Number and Gender; Captions**. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

4.11 **Severability**. If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

HORTON:

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

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

By: Stacey H Dwyer
Name: Stacey H. Dwyer
Title: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me, the undersigned authority, this 15th day of October, 2012, by Stacey H. DWYER, EVP of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

SHAVON L. SANDERSON
Notary Public
STATE OF TEXAS
My Comm. Exp. June 21, 2015

Shavon L. Sanderson
Notary Public ★ State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CPTC:

CEDAR PARK TOWN CENTER LP
(a Texas limited partnership)

By: Ainbinder Cedar Park LLC
(a Texas limited liability company)
Its general partner

By: _____
Name: Michael Ainbinder
Title: Manager

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 12th day of OCTOBER, 2012, by MICHAEL AINBINDER, MANAGER of Ainbinder Cedar Park, LLC, a Texas limited liability company, General Partner of Cedar Park Town Center LP, a Texas limited partnership, on behalf of said company and said partnership.

AUDREY J. GARNER
Notary Public, State of Texas
My Commission Expires
March 19, 2016

_____
Notary Public, State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

VSCP:

V-S CEDAR PARK, LTD.
(a Texas limited partnership)

By: Parkway Management Corporation
(a Texas corporation)
Its general partner

By: _____
Name: HENRY D STEWART
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 13th day of OCTOBER, 2012, by HENRY STEWART, PRESIDENT of Parkway Management Corporation, a Texas corporation, General Partner of V-S Cedar Park, Ltd., a Texas limited partnership, on behalf of said corporation and said partnership

AUDREY J. GARNER
Notary Public, State of Texas
My Commission Expires
March 19, 2016

_____
Notary Public, State of Texas

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THE ASSOCIATION:

Cedar Park Town Center Residential Owners Association, Inc.
(a Texas non-profit corporation)

By: Tom Moody
Name: Tom Moody
Title: President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, this 19th day of October, 2012, by Tom Moody, President of Cedar Park Town Center Residential Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

SYLVIA ANN CAZARES
Notary Public, State of Texas
My Commission Expires
May 09, 2016

Notary Public ★ State of Texas

After Recording, Please Return To:

Timothy C. Taylor, Esq.
JACKSON WALKER L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042

EXHIBIT "A"

HORTON RESIDENTIAL PROPERTY

All of CEDAR PARK TOWNCENTER SECTION I, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet X, Slides 325-332 of the Plat Records of Williamson County, Texas, and under Document No. 2003066921 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Y, Slides 186-191 of the Plat Records of Williamson County, Texas, and under Document No. 2004005178 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II-A, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 136-139 of the Plat Records of Williamson County, Texas, and under Document No. 2004078535 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II-B, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 140-143 of the Plat Records of Williamson County, Texas, and under Document No. 2004078536 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II-C, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 268-270 of the Plat Records of Williamson County, Texas, and under Document No. 2004094997 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II-D, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet BB, Slides 66-68 of the Plat Records of Williamson County, Texas, and under Document No. 2005098002 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION II-E, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet BB, Slides 69-71 of the Plat Records of Williamson County, Texas, and under Document No. 2005098003 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION III, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Z, Slides 98-103 of the Plat Records of Williamson County, Texas, and under Document No. 2004071460 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION IV, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet CC, Slides 270-273 of the Plat Records of Williamson County, Texas, and under Document No. 2006102095 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION V, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet DD, Slides 142-146 of the Plat Records of Williamson County, Texas, and under Document No. 2007046875 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION VI, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slides 194-198 of the Plat Records of Williamson County, Texas, and under Document No. 2008019016 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION VII, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slides 188-191 of the Plat Records of Williamson County, Texas, and under Document No. 2008017884 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION VIII, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet GG, Slides 161-165 of the Plat Records of Williamson County, Texas, and under Document No. 2010013161 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION IX, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2010088143 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION X, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2012043069 of the Official Public Records of Williamson County, Texas.

All of CEDAR PARK TOWNCENTER SECTION XI, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof to be recorded in the Official Public Records of Williamson County, Texas, and copies of which plats are attached as part of this Exhibit "A".

All of CEDAR PARK TOWNCENTER SECTION XII, a subdivision in the City of Cedar Park, Williamson County, Texas, according to the map or plat thereof to be recorded in the Official Public Records of Williamson County, Texas, and copies of which plats are attached as part of this Exhibit "A"

CEDAR PARK TOWNCENTER SECTION XI

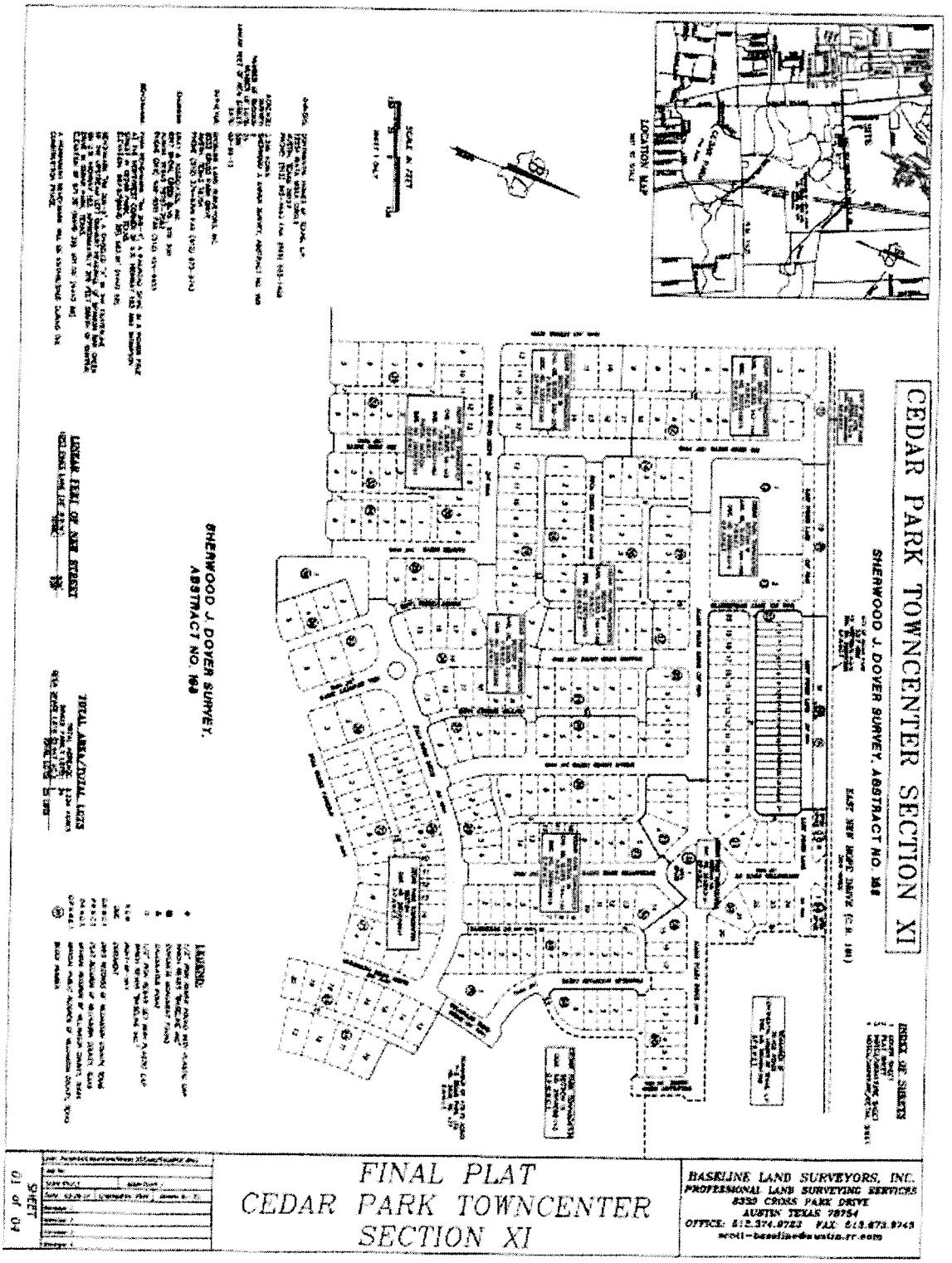

Exhibit "A"

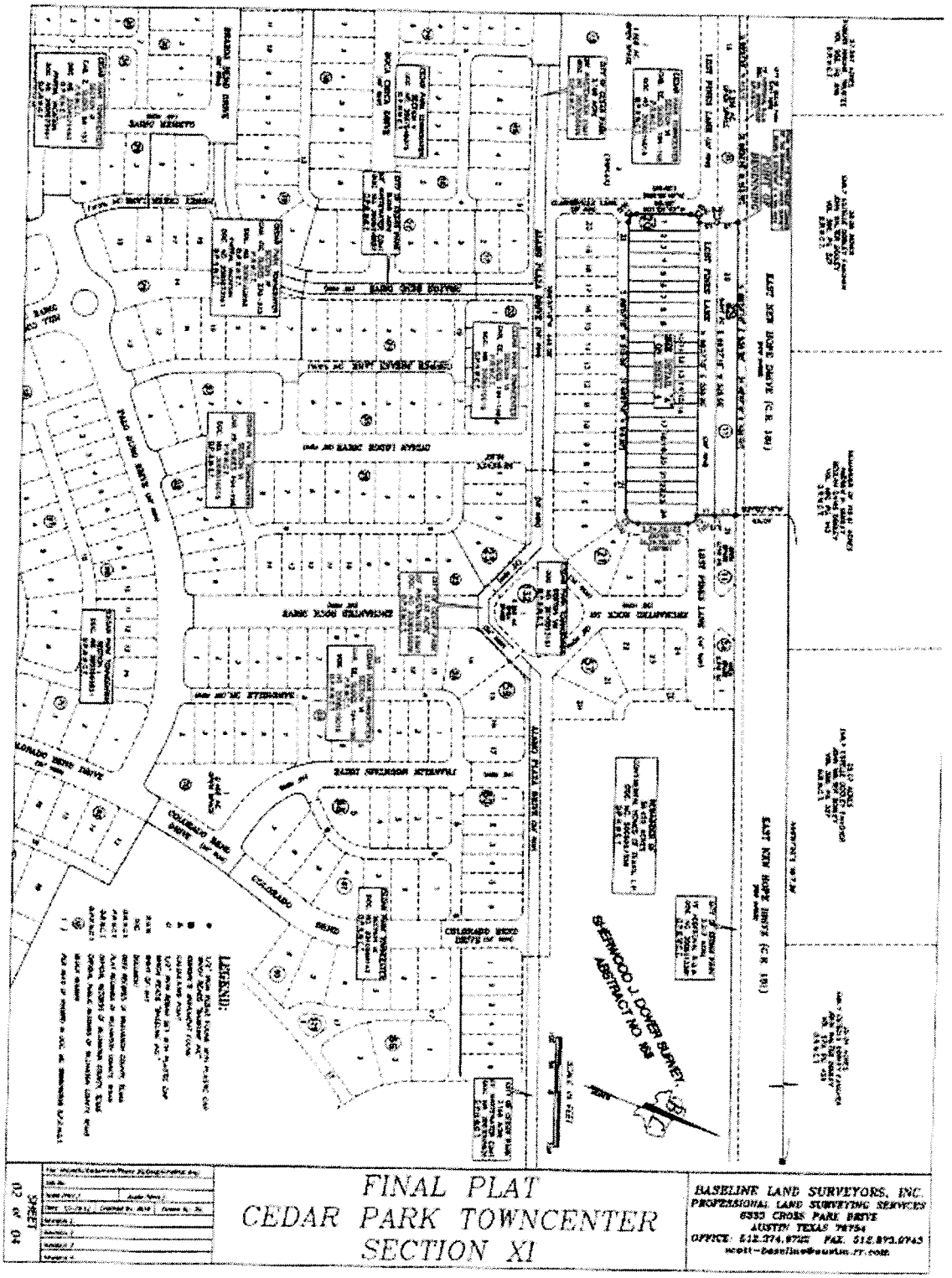

Exhibit "A"

RECORDERS MEMORANDUM

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

THE STATE OF TEXAS ||
THE COUNTY OF WILLIAMSON ||

THAT CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH HEREIN A NAMED AND INCLUSIVE OF SITES OF TEXAS, INC., A DELAWARE CORPORATION, ITS SOLE GENERAL PARTNER, BEING THE OWNER OF 3.394 ACRES OF LAND OUT OF AND A PART OF THE SHERWOOD J. COWEN SURVEY, ABSTRACT NO. 156, SITUATED IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY INSTRUMENT NUMBER ACCORDING OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THAT HEREBY SUBDIVIDE 3.394 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "CEDAR PARK TOWNCENTER, SECTION XI" AND DOES HEREBY ADOPT, APPROVE, AND DEDICATE TO ALL DEDICATIONS AND RESTRICTIONS SHOWN HEREON, AND DOES HEREBY APPROVE THE RESTRICTION OF THE SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY AND ALL EASEMENTS, STREETS, AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. I (WE) HEREBY ACKNOWLEDGE THAT CONTINENTAL HOMES OF TEXAS, L.P. IS THE SOLE OWNER OF THE PROPERTY AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OR ANY OWNED DEBT FOR WHICH THIS PROPERTY REPRESENTS COLLATERAL ON ANY LOAN.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2012 A.D.

CONTINENTAL HOMES OF TEXAS, L.P.,
A TEXAS LIMITED PARTNERSHIP

BY: SITES OF TEXAS INC.
A DELAWARE CORPORATION
ITS SOLE GENERAL PARTNER
12504 RIALTO RIDGE DRIVE, SECOND FLOOR
AUSTIN, TEXAS 78727

_____
BY: RICHARD A. BAKER, VICE PRESIDENT

_____
DATE

THE STATE OF TEXAS ||
THE COUNTY OF WILLIAMSON ||

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD A. BAKER, VICE PRESIDENT OF SITES OF TEXAS, INC., A DELAWARE CORPORATION, SOLE GENERAL PARTNER OF CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL, THIS THE _____ DAY OF _____, 2012 A.D.

_____
NOTARY PUBLIC, IN AND FOR THE
STATE OF TEXAS

_____ MY COMMISSION EXPIRES ON _____
PRINTED NAME OF NOTARY

BRIAN A. WILLIAMS, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY ATTEST:

1. THIS SITE IS NOT LOCATED WITHIN THE EFFECTIVE FLOODED REGIONAL ZONE, NOR IS LOCATED WITHIN THE COVERED WATER CONTRIBUTING ZONE. DEVELOPMENT OF THIS SITE WILL COMPLY WITH ALL APPLICABLE TCEQ EDWARDS AQUIFER RULES.

2. NO BRIDGE FAMILY LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS ANNOTATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY MAP, FLOOD INSURANCE RATE MAPS, NO. 48491C0205E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2012 A.D.

BRIAN A. WILLIAMS
REGISTERED PROFESSIONAL ENGINEER NO. 79855

_____
DATE

METES AND BOUNDS DESCRIPTION

BEING 3.394 ACRES OF LAND, OUT OF THE SHERWOOD J. COWEN SURVEY, ABSTRACT NO. 156 IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY INSTRUMENT OF RECORD IN DOCS. NO. 2008065066 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 northwest corner of said portion of a remainder of a 178.72 acre tract, the northeast corner of Lot 19, Block 11, Cedar Park Townsquare, Section A, a subdivision of record in Document No. 2008065065 of the Official Public Records of Williamson County, Texas, and being in the south line of 2.017 acre tract of land conveyed to the City of Cedar Park in Document No. 2008065067 of the Official Public Records of Williamson County, Texas, and also being in the south right-of-way line of East New Hope Drive (R.O.W. 120' - 0.5CW Plat Reference, Section A), the northwest corner of said Lot 19, Block 11, Cedar Park Townsquare, Section A, the northwest corner of a 3.317 acre tract, the northwest corner of Lot 1, Block 11, Cedar Park Townsquare, Section M, the southwest corner of a 0.033 acre tract of land conveyed to the City of Cedar Park as recorded in right-of-way by instrument of record in Doc. No. 2008065066 of the Official Public Records of Williamson County, Texas, and also being in the south right-of-way line of said East New Hope Drive, from which South 64°37'18" West a distance of 418.10 feet (Record - South 65°37'18" West a distance of 418.10 feet);

THENCE North 65°37'18" East (Record - North 65°37'18" East), along the north line of the 3.394 acre tract, the south line of the 2.017 acre tract, and the south right-of-way line of East New Hope Drive, a distance of 284.60 feet (Record - 284.60 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for the northeast corner of Lot 21, Block 11, Cedar Park Townsquare, Section M, a subdivision of record in Doc. No. 2008065065 of the Official Public Records of Williamson County, Texas;

THENCE along the east and south lines of the 3.394 acre tract and the rear lines of Cedar Park Townsquare, Section M, the following five (5) courses:

1. South 37°02'42" East a distance of 87.00 feet (Record - South 37°02'42" East a distance of 87.00 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 right, having a radius of 15.00 feet (record - 15.00 feet), an arc length of 23.56 feet (record - 23.56 feet), a delta angle of 90°00'00" (record - 90°00'00"), and having a chord which bears South 82°02'42" East a distance of 21.21 feet (record - South 82°02'42" East a distance of 21.21 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

3. South 37°02'42" East a distance of 88.00 feet (Record - South 37°02'42" East a distance of 88.00 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature;

4. Along a tangential curve to the right, having a radius of 22.00 feet (record - 22.00 feet), an arc length of 34.56 feet (record - 34.56 feet), a delta angle of 90°00'00" (record - 90°00'00"), and having a chord which bears South 82°02'42" East a distance of 31.11 feet (record - South 82°02'42" East a distance of 31.11 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

5. South 37°02'42" East a distance of 59.00 feet (Record - South 37°02'42" East a distance of 59.00 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for the southeast corner of the 3.394 acre tract, the northeast corner of Lot 21, Block 11, Cedar Park Townsquare, Section, and being in the west right-of-way line of Stonewater Lane (2000' R.O.W.) as dedicated by Cedar Park Townsquare, Section 1A, and being a point of curvature;

THENCE along the east line of the 3.394 acre tract and said west right-of-way line of Stonewater Lane following three (3) courses:

1. Along a tangential curve to the right, having a radius of 15.00 feet (record - 15.00 feet), an arc length of 23.56 feet (record - 23.56 feet), a delta angle of 90°00'00" (record - 90°00'00"), and having a chord which bears South 82°02'42" East a distance of 21.21 feet (record - South 82°02'42" East a distance of 21.21 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

2. South 37°02'42" East a distance of 98.00 feet (Record - South 37°02'42" East a distance of 98.00 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature;

3. Along a tangential curve to the right, having a radius of 15.00 feet (record - 15.00 feet), an arc length of 23.56 feet (record - 23.56 feet), a delta angle of 90°00'00" (record - 90°00'00"), and having a chord which bears South 52°57'18" East a distance of 21.21 feet (record - South 52°57'18" East a distance of 21.21 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC";

THENCE North 07°57'42" West (Record - North 07°57'42" West), along a west line of the 3.394 acre tract, the east right-of-way line of Stonewater Lane, and the west line of Lot 19, Block 11, Cedar Park Townsquare, Section 1A, a distance of 30.00 feet (record - 30.00 feet) to the Point of Beginning.

This survey contains 3.394 acres of land, more or less, out of the Sherwood J. Cowen Survey, Abstract No. 156, in Williamson County, Texas.

I, J. SCOTT LANGELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 12, SUBTITLE 12.018 OF THE CITY CODE OF CEDAR PARK, TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

BASELINE LAND SURVEYORS, INC.
8320 CROSS PARK DRIVE
AUSTIN, TEXAS 78754

_____
J. SCOTT LANGELL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5663

_____
DATE

GENERAL NOTES

1. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF CEDAR PARK.

2. NO LOT IN THIS SUBDIVISION SHALL BE occupied UNTIL CONNECTION IS MADE TO THE CITY OF CEDAR PARK WATER AND WASTEWATER SYSTEM.

3. WATER AND WASTEWATER SYSTEMS SHALL COMPLY TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND CITY OF CEDAR PARK ORDINANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH CITY CODES AND REGULATIONS.

4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENT SHOWN HEREON EXCEPT AS APPROVED BY THE CITY OF CEDAR PARK.

5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION.

6. PROPERTY OWNER SHALL PROVIDE FIRE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF CEDAR PARK.

7. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND/OR OTHER SUBDIVISION IMPROVEMENTS. THE OWNER OF THE SUBDIVISION AND/OR OF THE LOTS DESIGNED AND RESULTANT ARE RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS, ROADS AND WASTEWATER SYSTEMS AND OTHER FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

8. ALL SUBDIVISION CONSTRUCTION, INCLUDING STREETS, DRAINAGE, WATER, WASTEWATER, ETC., SHALL CONFORM TO THE CITY OF CEDAR PARK CODE OF ORDINANCES AND CONSTRUCTION STANDARDS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THE SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REGULATIONS.

9. DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING ROADS OR ANY TRAFFIC FLOW OF THE STREET, FOLLOWING CITY DRIVEWAY CRITERIA.

10. SIDEWALKS SHALL BE INSTALLED ACCORDING TO THE PROVISIONS OF THE CITY OF CEDAR PARK DOWNTOWN DISTRICT URBAN CODE. SIDEWALKS SHALL BE INSTALLED AS INDICATED. COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJACENT STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE REQUIRED TO BE INSTALLED WHEN THE STREET IS CONSTRUCTED.

11. DRAINAGE RETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS TO PRE-DEVELOPMENT LEVELS. ADDITIONAL RUNOFF WILL EXISTING NO ADVERSE IMPACT TO DOWNSTREAM PROPERTIES.

12. THE MINIMUM SLAB ELEVATION IN THIS SUBDIVISION SHALL BE A MINIMUM OF 1.0 FOOT ABOVE THE 100 YEAR FREQUENCY FLOOD LEVEL.

13. DRIVEWAY ACCESS IS PROHIBITED FROM ALL SINGLE-FAMILY LOTS WITH ALLEY ACCESS FROM ANY DRIVEWAY ACCESS DIRECTLY OVER AN ADJACENT PUBLIC STREET.

14. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF CEDAR PARK PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

15. COMMUNITY IMPACT FEES FOR WATER AND WASTEWATER SERVICE ON EACH INDIVIDUAL LOT TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.

16. FINAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF CEDAR PARK, SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL BY THE PLANNING AND ZONING COMMISSION.

17. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, APPROPRIATE PERMITS WILL BE OBTAINED FROM THE CITY OF CEDAR PARK.

18. IT IS THE RESPONSIBILITY OF THE DEVELOPER/OWNER, AND THE OWNER HEREBY HOLD THE CITY OF CEDAR PARK, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, THE ENDANGERED SPECIES ACT, STATE WATER REGULATIONS, AND MUNICIPAL ORDINANCES.

19. A 20FT (100 FOOT PLUS) IN HEIGHT DRAINAGE EASEMENT TO ALL STREET FRONTAGE ARE ON ALL LOTS IN THIS SUBDIVISION. A 5FT (20 FOOT PLUS) IN HEIGHT DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT PROPERTY LINE TO THE FRONT BUILDING LINE, EXCEPT WHERE A SIDE LOT LINE IS ALSO THE REAR LOT LINE OF AN ADJACENT LOT, IN WHICH CASE THE 5FT (20 FOOT PLUS) IN HEIGHT DEDICATED ALONG THE ENTIRE LENGTH OF THE SIDE LOT LINE. A SEWER AND DRAINAGE EASEMENT 7.5FT (7.5 FOOT PLUS) IN HEIGHT DEDICATED ALONG THE REAR LOT LINES.

20. BUILDING SETBACKS NOT SHOWN ON ALL LOTS SHALL CONFORM TO THE CITY OF CEDAR PARK DOWNTOWN DISTRICT URBAN CODE.

21. THIS SUBDIVISION SHALL COMPLY WITH CORRIDOR OVERLAY ORDINANCE OF THE CITY OF CEDAR PARK.

22. ALL STREET INTERSECTION RETURNS SHALL HAVE A RADIUS OF FIFTEEN (15) FEET, UNLESS OTHERWISE SHOWN HEREON.

23. THIS SUBDIVISION IS SUBJECT TO THE PROVISIONS OF SECTION 15A OF THE CITY OF CEDAR PARK DOWNTOWN DISTRICT URBAN CODE, AND SHALL BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF SAID CODE.

24. LOT 20, BLOCK 11 IS DESIGNATED AS PUBLIC OPEN SPACE LOTS. THESE LOTS WILL BE OWNED TO AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

25. COMPLIANCE WITH THE URBAN CODE AND PRELIMINARY PLAN APPROVED AS OF THIS DATE IS REQUIRED.

26. THE INTERNAL RETENTION FACILITY WILL SERVE AS A WATER QUALITY PERMANENT BEST MANAGEMENT PRACTICES FACILITY MEETING ALL APPLICABLE TCEQ REQUIREMENTS.

27. WHERE TWO BLOCK INTERSECT OR TURN AT A RIGHT ANGLE, A SIGHT TRIANGLE OF NOT LESS THAN TEN (10) FEET MEASURED FROM THE POINT OF INTERSECTION OF THE PROPERTY OR EASEMENT LINE, SHALL BE PROVIDED ALONG EACH PROPERTY OR EASEMENT LINE WHERE APPLICABLE.

28. DEAD-END ALLEYS SHALL NOT EXTEND MORE THAN ONE HUNDRED FIFTY (150) FEET WITHOUT A TURNAROUND. DEAD-END ALLEYS LONGER THAN THREE HUNDRED (300) FEET SHALL BE APPROVED BY THE DIRECTOR.

29. EXCEPT AS APPROVED BY THE DIRECTOR OF PLANNING, PARKING IN ALLEYS IS PROHIBITED.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8320 CROSS PARK DRIVE
AUSTIN TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9749
email:baselinelsi@austin.rr.com

FINAL PLAT
CEDAR PARK TOWNCENTER SECTION XI

No.	Revision	Date	Drawn	Checked
01	Comments per Planning Commission	10/18/2011	[illegible]	[illegible]
02	Comments per Staff	11/15/2011	[illegible]	[illegible]
03	Comments per Staff	12/13/2011	[illegible]	[illegible]
04	Comments per Staff	1/17/2012	[illegible]	[illegible]

SHEET
03 of 04

Exhibit "A"

Cedar Park Town Center

SHARED COMMON AREA & IMPROVEMENTS
MAINTENANCE AND COST SHARING AGREEMENT
8176762v.5

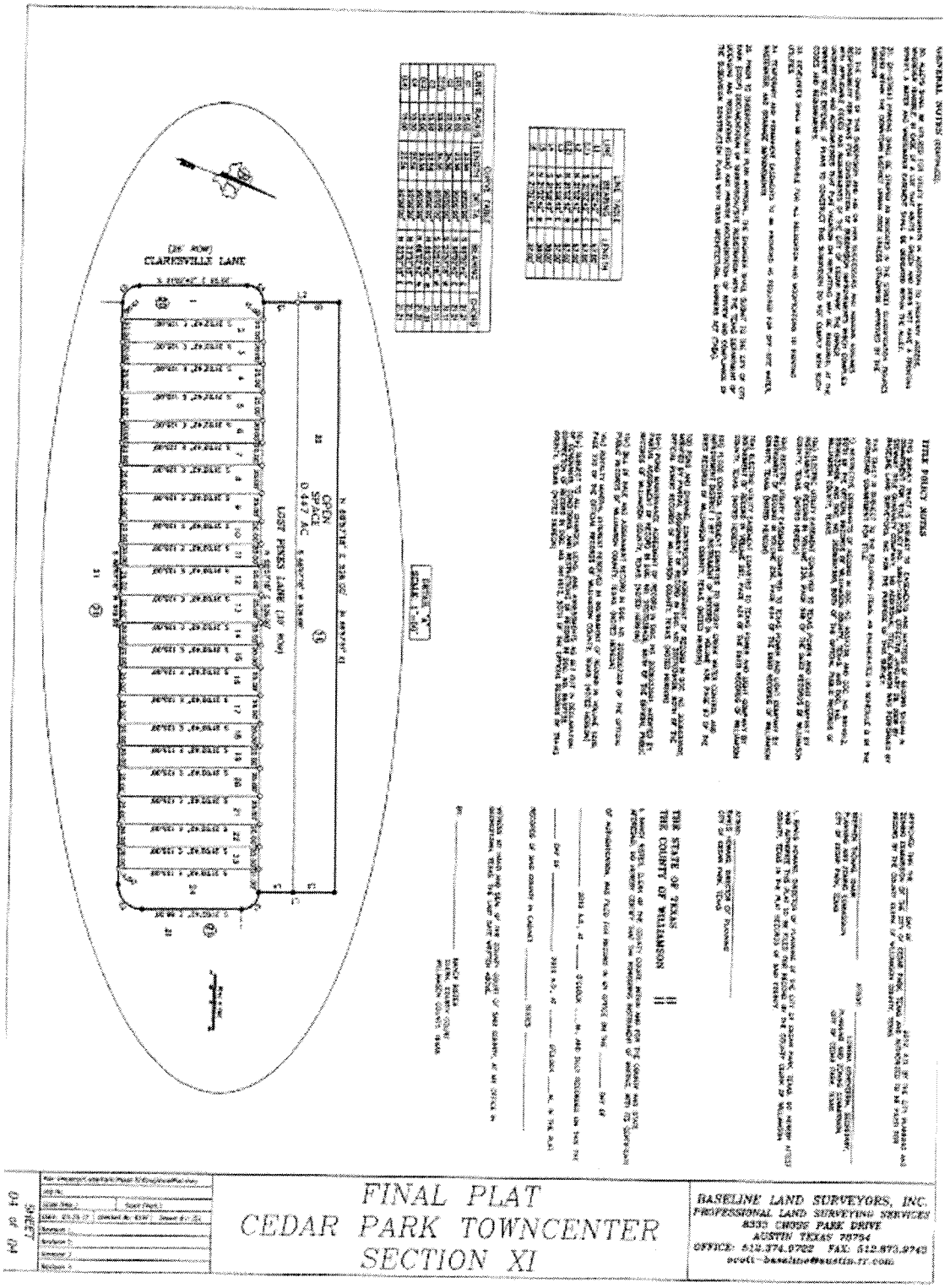

Exhibit "A"

CEDAR PARK TOWNCENTER SECTION XII

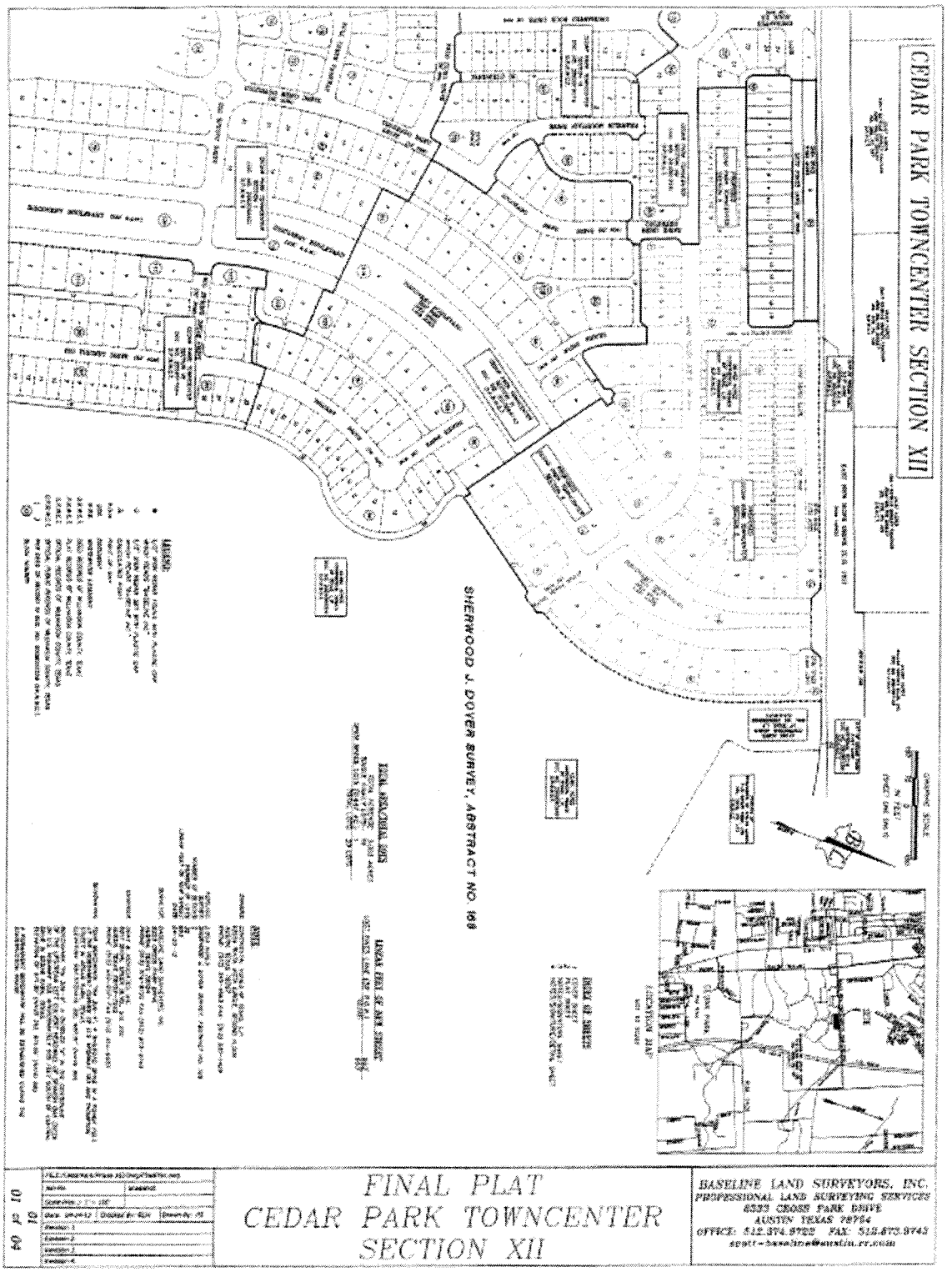

Exhibit "A"

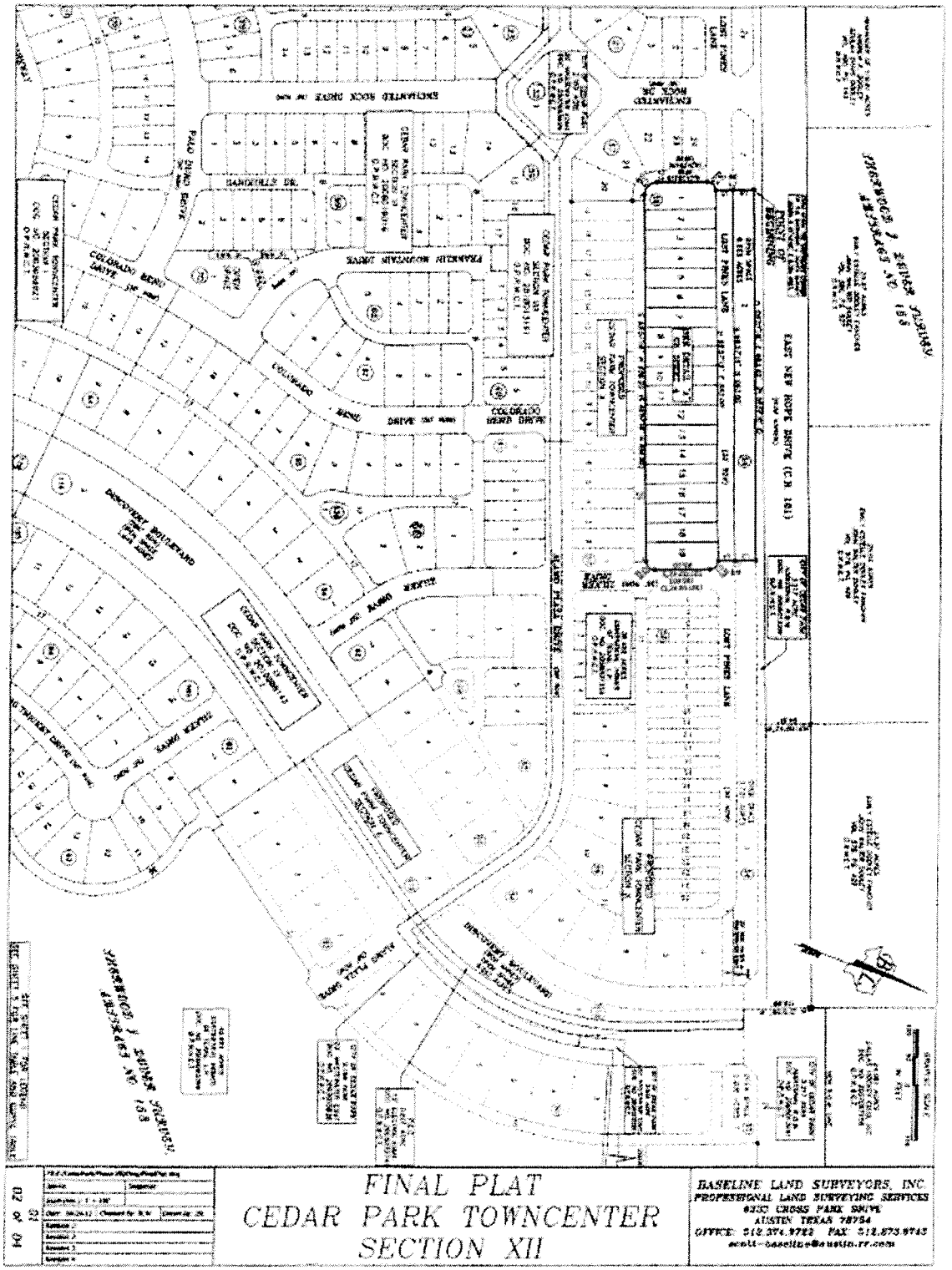

Exhibit "A"

RECORDERS MEMORANDUM

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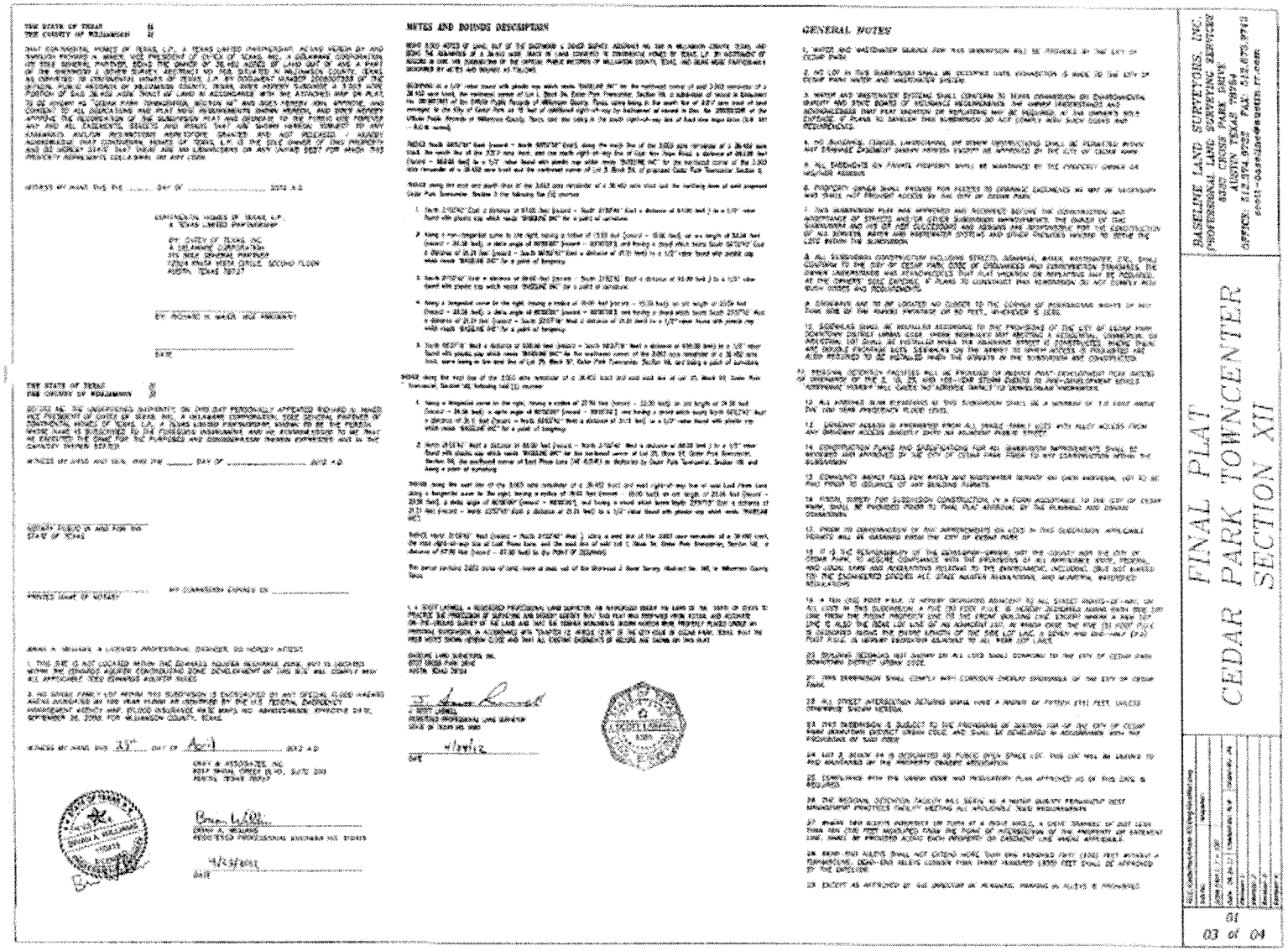


NOTES AND BOUNDS DESCRIPTION

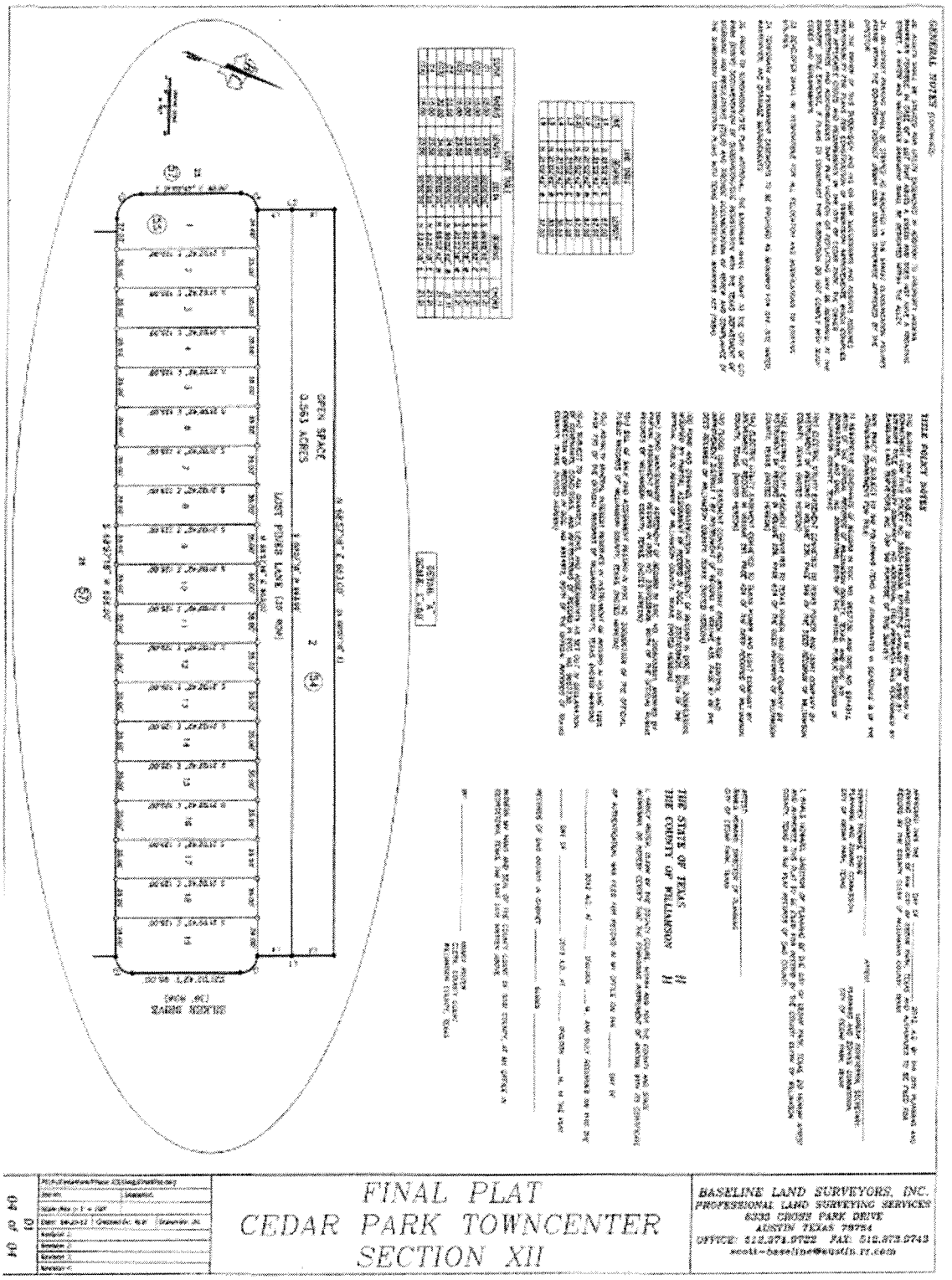
GENERAL NOTES

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
9400 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9718

FINAL PLAT
CEDAR PARK TOWNCENTER
SECTION XII

03 of 04

Exhibit "A"



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

Exhibit "A"

EXHIBIT "B"

HORTON COMMERCIAL PROPERTY

The property conveyed to Continental Homes of Texas, L.P. by V-S Cedar Park, Ltd. by General Warranty Deed recorded under Document No. 2009090598, of the Official Public Records of Williamson County, Texas, reference to which is hereby made for all purposes, and being further described as follows:

> BEING two tracts or parcels of land, consisting of 42.861 acres and 2.399 acres, out of the SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168, in Williamson County, Texas, and being a portion of a remainder of a 479.72 acre tract of land conveyed to V-S Cedar Park, Ltd., by deed of record in Volume 2638, Page 477 of the Official Public Records of Williamson County, Texas, as more particularly described in Exhibit "A" attached to the instrument recorded under Document No. 2009090598, of the Official Public Records of Williamson County, Texas.

EXHIBIT "C"

LEGAL DESCRIPTION OF CPTCLP PROPERTY

EXHIBIT "C"

FIELD NOTES
JOB NO. 12006–00
DATE: February 1, 2012
PAGE 1 OF 6 (exhibit attached)

49.12 ACRES

Being 49.12 acres of land situated in Williamson County, Texas, out of the Sherwood J. Dover Survey, Abstract No. 168, and being a portion of that tract described as 47.596 acres in a Special Warranty Deed to Cedar Park Town Center LP, dated April 20, 2007 and recorded as Document No. 2007038429 of the Official Public Records of Williamson County, Texas, and also being all of that tract described as 1.72 acres in a Special Warranty Deed to Cedar Park Town Center LP, dated April 20, 2007 and recorded as Document No. 2007038421 of said official public records, and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found in the north line of F.M. 1431 (a.k.a. East Whitestone Blvd.) for the southwest corner of said 1.72 acres, and for an angle point in the south line of said 47.596 acre tract;

THENCE: S 69°45'41" W 274.95 feet with the north line of said F.M. 1431 and with the south line of said 47.596 acre tract to a 1/2 inch iron pin found in the east line of Discovery Blvd. (right-of-way varies) as dedicated in Cedar Park Towncenter, Section I, a Williamson County subdivision recorded in Cabinet X, Slides 325-332 of the Plat Records of Williamson County, Texas, for the southwest corner of said 47.596 acre tract and this tract;

THENCE: with the west line of said of said 47.596 acre tract and the east line of said Discovery Blvd. the following seven (7) courses:

1. 37.60 feet with a curve to the right (Δ=86°10'31", R=25.00 feet, LC bears N 63°41'43" W 34.16 feet) to an "X" found in a concrete walk,

2. N 20°16'14" W 383.64 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

3. 17.98 feet with a curve to the right (Δ=20°36'06", R=50.00 feet, LC bears N 09°54'31" W 17.88 feet) to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

4. 261.92 feet with a curve to the left (Δ=41°04'36", R=365.34 feet, LC bears N 20°16'01" W 256.35 feet) to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

5. 17.92 feet with a curve to the right (Δ=20°32'14", R=50.00 feet, LC bears N 30°18'28" W 17.83 feet) to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

6. N 20°16'50" W 70.39 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

7. 221.60 feet with a curve to the right (Δ=11°00'08", R=1154.02 feet, LC bears N 14°46'12" W 221.26 feet) to an "X" in a rock found for the southwest corner of that certain tract described as 5.846 acres in a Special Warranty Deed to the City of Cedar Park, dated September 11, 2007 and recorded as Document No. 2007093468 of said official public records;

THENCE: with the southwesterly and northeasterly lines of said 5.846 acres, and continuing with the west line of said 47.596 acre tract the following seventeen (17) courses:

1. N 80°41'56" E 21.98 feet to a 120D nail found,

2. S 15°14'04" E 78.50 feet to a 1/2 inch iron pin found with orange cap,

3. S 65°21'53" E 37.29 feet to an "X" in found in a concrete walk,

4. N 82°02'53" E 75.00 feet to a cotton spindle found,

5. S 58°42'22" E 165.11 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

6. S 62°51'28" E 206.13 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

7. N 77°47'23" E 50.16 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

8. S 43°39'37" E 26.67 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

9. 115.94 feet with a curve to the left (Δ=10°14'42", R=648.39 feet, LC bears N 41°20'10" E 115.78 feet) to a 1/2 inch iron pin with red cap found,

10. N 40°05'32" W 44.09 feet to a 1/2 inch iron pin with red cap found,

11. N 24°58'22" W 100.00 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

12. N 32°42'23" W 100.00 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

13. N 61°39'28" W 99.94 feet to a 1/2 inch iron pin found,

14. N 39°14'05" W 100.05 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

15. N 02°27'57" W 175.05 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

16. N 13°00'07" W 100.00 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

17. N 26°11'41" W 20.90 feet to an "X" found in a concrete walk for the northeast corner of that certain tract described as 0.329 acre in a Special Warranty Deed to the City of Cedar Park dated September 11, 2007 and recorded as Document No. 2007093468 of said official public records;

THENCE: with the north line of said 0.329 acre tract and continuing with the west line of said 47.596 acre tract the following four (4) courses:

1. N 26°25'51" W 29.20 feet to an "X" found in a concrete walk,

2. N 46°48'59" W 49.92 feet to an "X" found in a concrete walk,

3. N 68°30'52" W 49.96 feet to an "X" found in a concrete walk,

4. S 84°49'35" W 50.11 feet to an "X" found in a concrete walk for the northwest corner of said 0.329 acre tract, and being in the northwesterly line of said 5.846 acre tract;

THENCE: continuing with the northwesterly line of said 5.846 acre tract and with the west line of said 47.596 acre tract the following three (3) courses:

1. S 66°29'37" W 49.96 feet to an "X" found in a concrete walk,

2. S 54°26'45" W 75.00 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

EXHIBIT "C"

3. N 79°31'37" W 35.46 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found in the east line of said Discovery Blvd. for the northwest corner of said 5.846 acre tract;

THENCE: with the east line of said Discovery Blvd, and continuing with the west line of said 47.596 acre tract the following two (2) courses:

1. N 10°13'56" E 158.60 feet to a 1/2 inch iron pin with yellow cap,

2. 565.31 feet with a curve to the left (Δ=23°33'20", R=1375.03 feet, LC bears N 01°31'54" W 561.33 feet) to a 1/2 inch iron pin found at the beginning of a curve to the right in the south line of Big Bend Drive (a 58' right-of-way) as dedicated in said Cedar Park Town Center, Section I;

THENCE: with the south line of said Big Bend Drive, and the north line of said 47.596 acres, the following four (4) courses:

1. 38.93 feet with said curve to the right (Δ=89°13'28", R=25.00 feet, LC bears N 31°05'38" E 35.12 feet) to a 1/2 inch iron pin found,

2. N 75°48'50" E 132.10 feet to a concrete nail found for the southeast corner of said Cedar Park Town Center, Section I, also being the southwest corner of Cedar Park Town Center, Section VII as recorded in Cabinet EE, Slides 188-191 of said plat records,

3. N 75°53'17" E 34.00 feet to a concrete nail found,

4. 197.78 feet with a curve to the right (Δ=06°22'58", R=1775.39 feet, LC bears N 79°10'24" E 197.68 feet) to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

THENCE: with the north line of said 47.596 acre tract the following two (2) courses:

1. continuing with a curve to the right, at an arc distance of 50.00 feet, passing the southeast corner of said Cedar Park Town Center, Section VII, also being the southwest corner of that certain tract described as 42.861 acres in a General Warranty Deed to Continental Homes of Texas, L.P. dated December 8, 2009, and recorded as Document No. 2009090598 of said official public records, continuing a total distance of 203.94 feet (Δ=06°34'53", R=1775.39 feet, LC bears N 85°39'20" E 203.82 feet) to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

2. N 88°53'24" E 456.78 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found for the northeast corner of this tract;

THENCE: S 20°04'57" E 217.07 feet across said 47.596 acre tract to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set in the west line of U.S. Highway 183-A, also being the east line of said 47.596 acre tract;

THENCE: with the west line of said U.S. Highway 183-A, and the east line of said 47.596 acre tract the following five (5) courses:

1. 150.30 feet with a curve to the left (Δ=02°48'36", R=3064.79 feet, LC bears S 10°34'19" E 150.29 feet) to a 3 inch brass disk in concrete inscribed "Central TX Regional Mobility Authority" found,

2. S 11°59'04" E 686.02 feet to a 3 inch brass disk in concrete inscribed "Central TX Regional Mobility Authority" found,

3. 55.73 feet with a curve to the left (Δ=01°06'22', R=2887.29 feet, LC bears S 12°31'43" E 55.73 feet) to a 3 inch brass disk in concrete inscribed "Central TX Regional Mobility Authority" found,

4. S 13°04'45" E 715.19 feet to a 3 inch brass disk in concrete inscribed "Central TX Regional Mobility Authority" found,

5. S 25°03'42" W 63.10 feet to a 3 inch brass disk in concrete inscribed "Central TX Regional Mobility Authority" found in the north line of said F.M. 1431;

THENCE: S 69°42'59" W 94.84 feet with the north line of said F.M. 1431, and a southerly line of said 47.596 acre tract to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set for the southeast corner of that certain tract described as 2.403 acres in a Special Warranty Deed to the City of Cedar Park dated September 11, 2007 and recorded as Document No. 2007093468 of said official public records;

THENCE: with the east, north, and west lines of said 2.403 acre tract the following fifteen (15) courses:

1. N 20°02'10" W 28.72 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

2. S 62°58'13" W 49.51 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

3. N 46°46'23" W 158.22 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

4. N 65°59'58" W 65.82 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

5. N 61°53'36" W 85.89 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

6. N 52°32'35" W 61.40 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

7. N 58°27'32" W 68.44 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

8. N 67°49'38" W 133.09 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

9. N 76°30'41" W 157.69 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

10. 137.16 feet with a curve to the right (Δ=11°00'01", R=714.39 feet, LC bears S 41°04'42" W 136.95 feet) to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

11. S 73°11'24" E 276.36 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

12. S 57°17'57" E 251.23 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

13. S 15°01'19" E 95.09 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

14. S 67°48'48" W 28.41 feet to a 1/2 inch iron pin with red cap inscribed "ZWA" found,

15. S 20°17'45" E 29.36 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set in the north line of F.M. 1431, also being in the south line of said 47.596 acre tract;

THENCE: S 69°42'59" W 249.01 feet with a southerly line of said 47.596 acre tract and the north line of said F.M. 1431 to a 1/2 inch iron pin found for the southeast corner of said 1.72 acre tract;

FIELD NOTES
JOB NO. 12006–00
DATE: February 1, 2012
PAGE 5 OF 6 (exhibit attached)

THENCE: S 69°44'51" W 249.97 feet with the south line of said 1.72 acre tract and the north line of said F.M. 1431 to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

Brett A. Butts, R.P.L.S. No. 6254
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

bab

STATE OF TEXAS
REGISTERED
BRETT A. BUTTS
6254
PROFESSIONAL
LAND SURVEYOR

S:\2012_PROJECTS\12006 DOVER, SHERWOOD J. SURVEY TRACTS 1A & 1B 49 ACRES C-V CEDAR PARK\DOCUMENTS\METES&BOUNDS\12006_49.12AC_20120201.odt

EXHIBIT "C"

EXHIBIT "D"

LEGAL DESCRIPTION OF VSCP PROPERTY

Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 12.458 ACRES, SURVEYED BY BASELINE LAND SURVEYORS, INC., OUT OF THE SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168 IN WILLIAMSON COUNTY, TEXAS, AND BEING A REMAINDER OF A 479.72 ACRE TRACT OF LAND CONVEYED TO V-S CEDAR PARK, LTD. BY INSTRUMENT OF RECORD IN VOLUME 2638, PAGE 477 OF THE OFFICIAL 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 remainder of a 479.72 acre tract, the northeast corner of a 12.400 acre tract of land conveyed to the City of Cedar Park by instrument of record in Doc. No. 2003065518 of the Official Public Records of Williamson County, Texas, and being a point on a curve in the westerly right-of-way line of Discovery Boulevard (R.O.W. varies) as dedicated by Cedar Park Towncenter, Section I, a subdivision of record in Doc. No. 2003066921 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of a remainder of a 479.72 acre tract and the north line of said 12.400 acre tract the following four (4) courses;

1. Along a non-tangential curve to the left, having a radius of 25.00 feet (record - 25.00 feet), a delta angle of 92°17'33" (record - 92°17'33"), an arc length of 40.27 feet (record - 40.27 feet), and a having a chord which bears North 52°52'22" West a distance of 36.06 feet (record - North 52°52'22" West a distance of 36.06 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of compound curvature;

2. Along a tangential curve to the left, having a radius of 350.58 feet (record - 350.58 feet), a delta angle of 31°01'11" (record - 31°01'11"), an arc length of 189.80 feet (record - 189.80 feet), and a having a chord which bears South 65°28'16" West a distance of 187.49 feet (record - South 65°28'16" West a distance of 187.49 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

3. South 49°57'40" West a distance of 392.63 feet (record - South 49°57'40" West a distance of 392.63 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature;

4. Along a tangential curve to the right, having a radius of 946.00 feet (record - 946.00 feet), a delta angle of 55°40'24", an arc length of 919.21 feet, and a having a chord which bears South 77°47'52" West a distance of 883.47 feet to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for the southwest corner of the remainder of a 479.72 acre tract and being the southeast corner of Main Street (92.00' R.O.W.) as dedicated by Cedar Park Towncenter, Section II-D, a subdivision of record in Doc. No. 2005098002 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency in the north line of the 12.400 acre tract and the south right-of-way line of said Main Street bears along a

EXHIBIT "D"

tangential curve to the right, having a radius of 946.00 feet (record - 946.00 feet), a delta angle of 02°17'35" (record - 02°17'35"), an arc length of 37.86 feet (record - 37.86 feet), and a having a chord which bears North 73°13'08" West a distance of 37.86 feet (record - North 73°13'08" West a distance of 37.86 feet);

THENCE along the west line of a remainder of a 479.72 acre tract and the east right-of-way line of Main Street the following two (2) courses.

1. North 15°38'04" East a distance of 92.00 feet (record - North 15°38'04" East a distance of 92.00 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 right, having a radius of 20.00 feet (record - 20.00 feet), a delta angle of 92°17'35" (record - 92°17'35"), an arc length of 32.22 feet (record - 32.22 feet), and a having a chord which bears North 28°13'08" West a distance of 28.84 feet (record - North 28°13'08" West a distance of 28.84 feet) to a 1/2" rebar set with plastic cap which reads "BASELINE INC" for the northeast corner of Main Street and the southeast corner of Cherry Creek Drive (50.00' R.O.W.) as dedicated by Cedar Park Towncenter, Section II-C, a subdivision of record in Doc. No. 2004094997 of the Official Public Records of Williamson County, Texas;

THENCE North 17°55'39" East (record - North 17°55'39" East), along the west line of a remainder of a 479.72 acre tract and the east right-of-way line of said Cherry Creek Drive, a distance of 218.99 feet (record - 218.99 feet) to a 1/2" rebar set with plastic cap which reads "BASELINE INC" for a point of curvature for the northwest corner of a remainder of a 479.72 acre tract, the northeast corner of Cherry Creek Drive, and being in the south right-of-way line of Big Bend Drive (50.00' R.O.W.) as dedicated by Cedar Park Towncenter, Section II-A, a subdivision of record in Doc. No. 2004074190 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found with plastic cap which reads "BASELINE INC" for the northwest corner of Cherry Creek Drive and being in the east line of Lot 1, of said Cedar Park Towncenter, Section II-C, bears North 77°23'28" West a distance of 50.22 feet (record - North 77°23'28" West a distance of 50.22 feet);

THENCE along the north line of a remainder of a 479.72 acre tract and the south right-of-way line of said Big Bend Drive following five (5) courses;

1. Along a tangential curve to the right, having a radius of 15.00 feet (record - 15.00 feet), a delta angle of 82°47'53" (record - 82°47'53"), an arc length of 21.68 feet (record - 21.68 feet), and a having a chord which bears North 59°19'36" East a distance of 19.84 feet (record - North 59°19'36" West a distance of 21.68 feet) to a 1/2" rebar set with plastic cap which reads "BASELINE INC" for a point of reverse curvature;

2. Along a tangential curve to the left, having a radius of 575.00 feet (record - 575.00 feet), a delta angle of 50°45'52" (record - 50°45'52"), an arc length of 509.45 feet (record - 509.45 feet), and a having a chord which bears North 75°20'36" East a distance of 492.95 feet (record - North 75°20'36" East a distance of 492.95 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

3. North 49°57'40" East a distance of 300.41 feet (record - North 49°57'40" East a distance of 300.41 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature;

EXHIBIT "D"

4. Along a tangential curve to the right, having a radius of 900.00 feet (record - 900.00 feet), a delta angle of 25°58'11" (record - 25°58'11"), an arc length of 407.93 feet (record - 407.93 feet), and a having a chord which bears North 62°56'46" East a distance of 404.45 feet (record - North 62°56'46" West a distance of 404.45 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

5. North 75°55'52" East a distance of 102.02 feet (record - North 75°55'52" East a distance of 102.02 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature for the northeast corner of a remainder of a 479.72 acre tract, and being the point of intersection of the south right-of-way line of said Big Bend Drive and the westerly right-of-way line of said Discovery Boulevard;

THENCE along the east line of a remainder of a 479.72 acre tract and the westerly right-of-way line of Discovery Boulevard following three (3) courses;

1. Along a tangential curve to the right, having a radius of 25.00 feet (record - 25.00 feet), a delta angle of 90°00'00" (record - 90°00'00"), an arc length of 39.27 feet (record - 39.27 feet), and a having a chord which bears South 59°04'08" East a distance of 35.36 feet (record - South 59°04'08" East a distance of 35.36 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

2. South 14°04'08" East a distance of 122.62 feet (record - South 14°04'08" East a distance of 122.62 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of curvature;

3. Along a tangential curve to the right, having a radius of 1800.00 feet (record - 1800.00 feet), a delta angle of 07°20'33", an arc length of 230.67 feet, and a having a chord which bears South 10°23'52" East a distance of 230.51 feet to the POINT OF BEGINNING.

This parcel contains 12.458 acres of land, more or less, out of the Sherwood J. Dover Survey, Abstract No. 168, in Williamson County, Texas.

Description prepared from an on-the-ground survey made during October, 2007.

Bearing Basis: North R.O.W. line of R.M. 1431 (200' R.O.W.), per TX DOT R.O.W. map dated 12/31/1984 and the south line of a remainder of 479.72 acre tract of land conveyed to V-S Cedar Park, Ltd. by deed of record in Volume 2638, Page 477 of the Official Records of Williamson County, Texas, being: North 69°44'00" East.

J. Scott Laswell 11/1/07

J. Scott Laswell — Date
Registered Professional Land Surveyor
State of Texas No. 5583

STATE OF TEXAS
REGISTERED
J. SCOTT LASWELL
5583
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "D"

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	20.00	32.22	92°17'35"	N28°13'08"W	28.84
[C1]	20.00	32.22	92°17'35"	N28°13'08"W	28.84
C2	15.00	21.68	82°47'53"	N59°19'36"E	19.84
[C2]	15.00	21.68	82°47'53"	N59°19'36"E	19.84
C3	575.00	509.45	50°45'52"	N75°20'36"E	492.95
[C3]	575.00	509.45	50°45'52"	N75°20'36"E	492.95
C4	900.00	407.93	25°58'11"	N62°56'46"E	404.45
[[C4]]	900.00	407.93	25°58'11"	N62°56'46"E	404.45
C5	25.00	39.27	90°00'00"	S59°04'08"E	35.36
[[C5]]	25.00	39.27	90°00'00"	S59°04'08"E	35.36
C6	1800.00	230.67	7°20'33"	S10°23'52"E	230.51
[[C6]]	1800.00	--	--	--	--
C7	25.00	40.27	92°17'33"	N52°52'22"W	36.06
<C7>	25.00	40.27	92°17'33"	N52°52'22"W	36.06
C8	350.58	189.80	31°01'11"	S65°28'16"W	187.49
<C8>	350.58	189.80	31°01'11"	S65°28'16"W	187.49
C9	946.00	919.21	55°40'24"	S77°47'52"W	883.47
<C9>	946.00				
C10	946.00	37.86	2°17'35"	N73°13'08"W	37.86
[C10]	946.00	37.86	2°17'35"	N73°13'08"W	37.86

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°38'04"E	92.00'
[L1]	N15°38'04"E	92.00'
L2	N75°55'52"E	102.02'
[[L2]]	N75°55'52"E	102.02'
L3	S14°04'08"E	122.62'
[[L3]]	S14°04'08"E	122.62'
L4	N77°23'28"W	50.22'
[[L4]]	N77°23'28"W	50.22'
L5	N14°04'08"W	50.00'
[L5]	--	50.00'
L6	N40°02'20"W	50.00'
[L6]	--	50.00'

GRAPHIC SCALE
100 50 0 100
IN FEET

NORTH

CEDAR PARK TOWNCENTER SECTION I DOC. NO. 2003066921 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-A DOC. NO. 2004074190 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-B DOC. NO. 2004078534 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-C DOC. NO. 2004094997 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-D DOC. NO. 2005098002 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-E DOC. NO. 2005098003 O.P.R.W.C.T.

CEDAR PARK TOWNCENTER SECTION II-F DOC. NO. 2005098004 O.P.R.W.C.T.

PROPOSED CEDAR PARK TOWNCENTER SECTION VII

COLORADO BEND DRIVE (50' ROW)
WILD BASIN LANE (58' ROW)
HILL COUNTRY DRIVE (58' ROW)
LEGEND OAKS LANE (28' R.O.W.)
BIG BEND DRIVE (50' ROW)
DISCOVERY BLVD. (ROW VARIES)
CHERRY CREEK DR. (50' ROW)
MAIN STREET (92' ROW)

SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168

12.458 ACRES

POINT OF BEGINNING

SPOILS PILE

AREA NOT SURVEYED

REMAINDER OF 479.72 ACRES V-S CEDAR PARK, LTD. VOL. 2638, PG. 477 O.P.R.W.C.T.

3.279 ACRES TEMPORARY ACCESS, DRAINAGE, WATER & WASTEWATER EASEMENT DOC. NO. 2002098532 O.P.R.W.C.T.

3.152 AC. TEMPORARY ACCESS, DRAINAGE, WATERLINE & WASTEWATER LINE EASEMENT DOC. NO. 2002098532 O.P.R.W.C.T.

12.400 ACRES CITY OF CEDAR PARK, TEXAS DOC. NO. 2003065518 O.P.R.W.C.T.

3.727 ACRES CITY OF CEDAR PARK, TEXAS DOC. NO. 2003065519 O.P.R.W.C.T.

AMENITY SITE

STORM SEWER INLETS

48" RCP FL=934.68

CONCRETE HEADWALL WITH CONCRETE DISSIPATERS 48" RCP FL=941.24

WATERLINE EASM'T DOC NO. 2001092541 O.P.R.W.C.T.

NOTE: TOPOGRAPHIC CONTOURS ARE BASED ON FIELD SURVEY CONDUCTED IN 2003. NO TREES HAVE BEEN LOCATED ON THIS SURVEY

Bearing Basis: North R.O.W. line of R.M. 1431 (200' R.O.W.), per TX DOT R.O.W. map dated 12/31/1984 and the south line of a remainder of 479.72 acre tract of land conveyed to V-S Cedar Park, Ltd. by deed of record in Volume 2638, Page 477 of the Official Records of Williamson County, Texas, being: North 69°44'00" East.

LEGEND:

●	1/2" IRON REBAR FOUND WITH PLASTIC CAP WHICH READS "BASELINE INC"
○	1/2" IRON REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC."
▲	CALCULATED POINT
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
DOC.	DOCUMENT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
(XX)	BLOCK NUMBER
( )	RECORD INFORMATION
(( ))	PER DEED OF RECORD IN DOC. NO. 2004094997 O.P.R.W.C.T.
[ ]	PER DEED OF RECORD IN DOC. NO. 2005098003 O.P.R.W.C.T.
| |	PER DEED OF RECORD IN DOC. NO. 2004074190 O.P.R.W.C.T.
[[ ]]	PER DEED OF RECORD IN DOC. NO. 2003066921 O.P.R.W.C.T.
< >	PER DEED OF RECORD IN DOC. NO. 2003065518 O.P.R.W.C.T.

J. Scott Laswell 11/1/07

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR J. SCOTT LASWELL 5583

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8339 CROSS PARK DRIVE
AUSTIN TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

BOUNDARY AND TOPOGRAPHIC SURVEY OF 12.458 ACRES OUT OF THE SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A 479.72 ACRE TRACT OF LAND CONVEYED TO V-S CEDAR PARK, LTD. BY INSTRUMENT OF RECORD IN VOLUME 2638, PAGE 477 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

FILE:S:\PROJECTS\CEDAR PARK\DWG 12.458 ACRE\GPTC_12.458AC.DWG
SCALE (HOR.): 1"=100'
DATE: 11-01-07
DRAWN BY: GRH
CHECKED BY: JSL
REVISION 1:
REVISION 2:

SHEET 01 of 04

EXHIBIT "D"

Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 6.933 ACRES OF LAND, AS SURVEYED BY BASELINE LAND SURVEYORS, INC., OUT OF THE SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168 IN WILLIAMSON COUNTY, TEXAS, AND BEING A REMAINDER OF A 479.72 ACRE TRACT OF LAND CONVEYED TO V-S CEDAR PARK, LTD. BY DEED OF RECORD IN VOLUME 2638, PAGE 477 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for the southeast corner of said remainder of a 479.72 acre tract and the west right-of-line of Discovery Boulevard, (R.O.W. varies) as dedicated by Cedar Park Towncenter, Section I, a subdivision of record in Doc. No. 2003066921 of the Official Public Records of Williamson County, Texas, same being a point on a curve in the east right-of-line of Discovery Boulevard (90'R.O.W.) as dedicated by Windsor Crossing Section One, a subdivision of record in Cabinet O, Slides 76-77 of the Plat records of Williamson County, Texas and Doc. No. 9703646 of the Official Records of Williamson County, Texas ;

THENCE with the south line of the remainder of a 479.72 acre tract and the east and north right-of-way lines of said Discovery Boulevard (90'R.O.W.) the following two (2) courses:

1. Along a non-tangential curve to the left, having a radius of 1045.00 feet (record – 1045.00 feet), a delta angle of 01°59'54" (record - 01°59'54") an arc length of 36.44 feet (record – 36.44 feet) and a having a chord which bears North 48°03'56" West a distance of 36.44 feet (record - North 48°03'56" West a distance of 36.44 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

2. South 40°56'07" West a distance of 90.00 feet (record - South 40°55'42" West a distance of 90.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for the northeast corner of lot 3 of said Windsor Crossing Section One ;

THENCE continuing along the south line of the remainder of a 479.72 acre tract and the north and west lines of a 1.297 acre tract conveyed to the City of Cedar Park, LTD, by instrument of record in Doc. No. 2003065519 of the Official Public Records of Williamson County, Texas, the following six (6) courses:

1. North 79°23'39" West a distance of 109.67 feet (record - North 79°24'01" West, a distance of 109.69 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for a point of curvature;

2. Along a tangential curve to the left, having a radius of 173.00 feet (record – 173.00 feet), a delta angle of 30°44'52" (record - 30°44'56") an arc length of 92.84 feet (record – 92.84 feet), and a having a chord which bears South 85°05'45" West a distance of 91.73 feet (record - South 85°05'45" West a distance of 91.73 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC" for a point of tangency;

EXHIBIT "D"

3. South 69°43'17" West a distance of 346.28 feet (record - South 69°43'17" West a distance of 346.28 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC" for a point of curvature for a point of curvature;

4. Along a tangential curve to the right, having a radius of 125.00 feet (record - 125.00 feet), a delta angle of 44°10'43" (record- 44°10'00") an arc length of 96.38 feet (record – 96.36 feet), and a having a chord which bears North 88°12'05" West a distance of 94.01 feet (record - North 88°11'43" West a distance of 93.99 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC";

5. South 23°53'16" West a distance of 50.00 feet (record - South 23°53'16" West a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

6. South 19°06'40" East a distance of 89.55 feet (record - South 19°06'40" East a distance of 89.55 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for a point on the south line of a remainder of a 479.72 acre tract and being the southwest corner of the 1.297 acre tract, and being in the north line of Lot 1, Cedar Park R.R. Subdivision, a subdivision of record in Cabinet O, Slide 277 of the Plat Records of Williamson County, Texas and in Doc. No. 9728108 of the Official Records of Williamson County, Texas;

THENCE South 71°26'47" West (record - South 71°27'00" West), a along the south line of a remainder of a 479.72 acre tract and the north line of said Lot 1, Cedar Park R.R. Subdivision, a distance of 276.46 feet to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for the southwest corner of the remainder of a 479.72 acre tract and being the southeasterly corner of a 13.076 acre tract conveyed to the City of Cedar Park, LTD, by instrument of record in Doc. No. 2003065519 of the Official Public Records of Williamson County, Texas;

THENCE along the westerly line of the remainder of a 479.72 acre tract and the easterly line of said 13.076 acre tract, the following five (5) courses:

1. North 18°31'16" West a distance of 313.33 feet (record - North 18°31'16" West a distance of 313.33 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

2. North 71°28'44" East a distance of 189.32 feet (record - North 71°28'44" East a distance of 189.32 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

3. South 83°42'40" East a distance of 100.00 feet (record - South 83°42'40" East a distance of 100.00 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";

4. Along a non-tangential curve to the right, having a radius of 125.00 feet (record – 125.00 feet), a delta angle of 99°01'56" (record - 99°01'56") an arc length of 216.05 feet (record - 216.05 feet), and a having a chord which bears North 55°48'18" East a distance of 190.15 feet (record - North 55°48'18" East a distance of 190.15 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC.";

5. North 17°16'49" West distance of 285.83 feet (record - North 17°16'49" West a distance of 285.83 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for the northwest corner of the remainder of a 479.72 acre tract, and the northeast corner of a 13.076 acre tract, and being in the south line of a 13.346 acre tract conveyed to the Continental Homes of Texas, L.P. by instrument of record in Doc. No. 2003064497 of the Official Public Records of Williamson County, Texas;

EXHIBIT "D"

THENCE along the north line of the remainder of a 479.72 acre tract and the south line of said 13.346 acre tract the following eleven (11) courses:

1. South 73°20'50" East (record - South 73°20'50" East) a distance of 98.46 feet to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

2. South 67°44'02" East a distance of 100.00 feet (record - South 67°44'02" East a distance of 100.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

3. South 59°53'04" East a distance of 50.00 feet (record - South 59°53'04" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

4. South 49°37'59" East a distance of 50.00 feet (record - South 49°37'59" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

5. South 43°53'12" East a distance of 100.00 feet (record - South 43°53'12" East a distance of 100.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

6. South 61°29'21" East a distance of 50.00 feet (record - South 61°29'21" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

7. South 89°59'04" East a distance of 50.00 feet (record - South 89°59'04" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

8. North 72°24'46" East a distance of 50.00 feet (record - North 72°24'46" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

9. North 50°13'50" East a distance of 100.00 feet (record - North 50°13'50" East a distance of 100.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

10. North 29°52'46" East a distance of 100.00 feet (record - North 29°52'46" East a distance of 100.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC.";

11. North 11°19'22" East a distance of 50.00 feet (record - North 11°19'22" East a distance of 50.00 feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for the northeast corner of the remainder of a 479.72 acre tract, the southeast corner of the 13.346 acre tract, and being in the west right-of-way line of Discovery Boulevard;

THENCE along the east line of the remainder of a 479.72 acre tract and the west right-of-way line of Discovery Boulevard the following four (4) courses:

1. Along a non-tangential curve to the left, having a radius of 1246.00 feet (record – 1246.00 feet), a delta angle of 09°23'03" an arc length of 204.07 feet, and a having a chord which bears South 15°35'12" East a distance of 203.85 feet to a 1/2" rebar found with plastic cap which reads "BASELINE INC." for a point of tangency;

2. South 20°16'43" East a distance of 70.48 feet (record - South 20°16'43" East a distance of 70.48) feet) to a 1/2" iron rebar found with plastic cap which reads "BASELINE INC." for a point of curvature;

3. Along a tangential curve to the right, having a radius of 50.00 feet (record – 50.00 feet), a delta angle of 20°32'11" (record - 20°32'11") an arc length of 17.92 feet (record – 17.92 feet), and a having a chord which bears South 10°00'38" East a distance of 17.83 feet

EXHIBIT "D"

(record - South 10°00'38" East a distance of 17.83 feet) to a 1/2" rebar found with plastic cap which reads "BASELINE INC." for a point of reverse curvature;

4. Along a tangential curve to the left, having a radius of 365.33 feet (record – 365.33 feet), a delta angle of 11°47'31" (record - 11°47'31") an arc length of 75.19 feet (record – 75.19 feet), and a having a chord which bears South 05°38'18" East a distance of 75.05 feet (record - South 05°38'18" East a distance of 75.05 feet) to the POINT OF BEGINNING.

This parcel contains 6.933 acres of land, more or less, out of the Sherwood J. Dover Survey, Abstract No. 168, in Williamson County, Texas.

Description prepared from an on-the-ground survey made during November, 2007.

Bearing Basis: North right-of-way line of R.M. 1431 (200' R.O.W.), per Txdot R.O.W. map dated 12/31/1984, being: North 69°44'00" East.

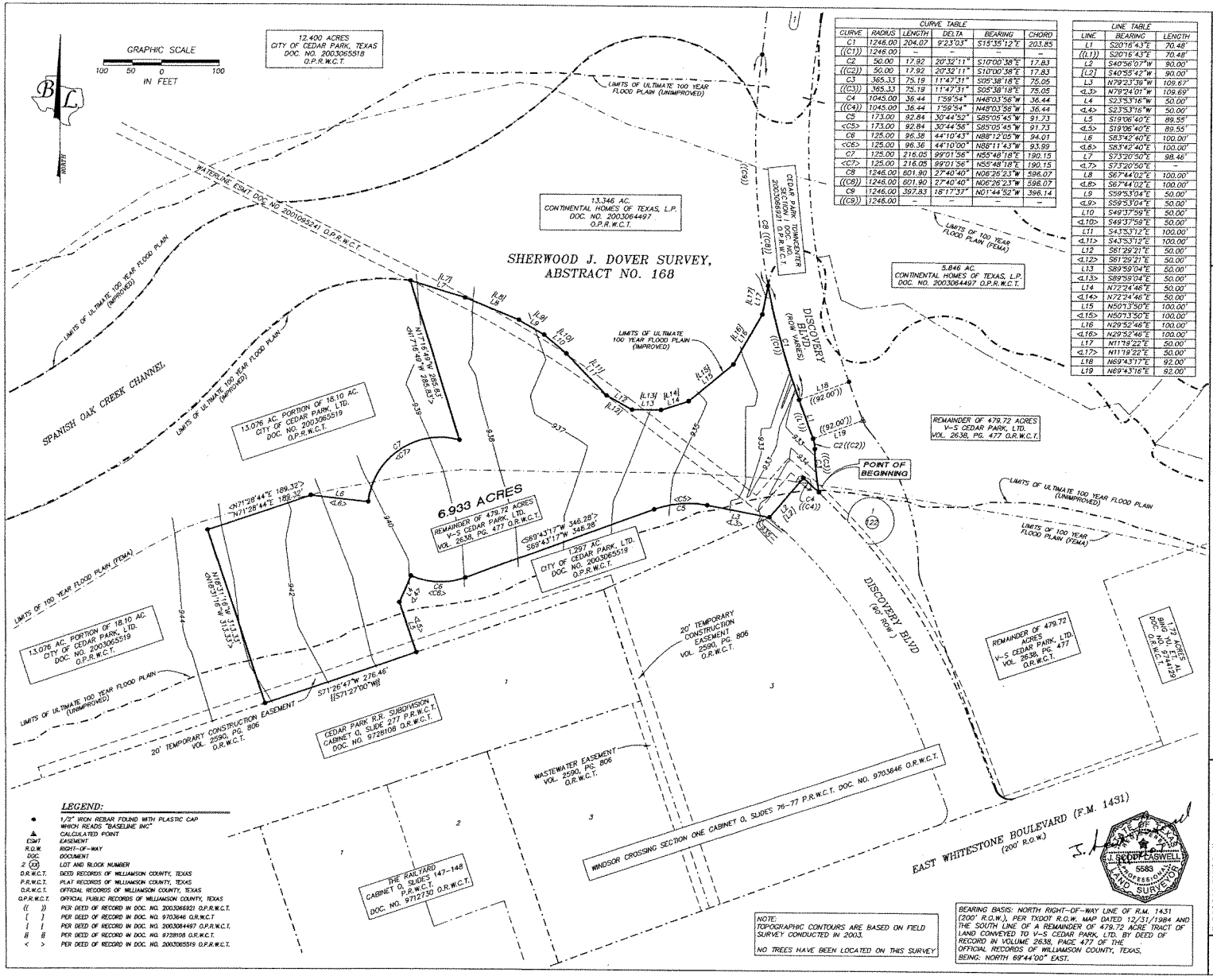
STATE OF TEXAS
REGISTERED
J. SCOTT LASWELL
5583
PROFESSIONAL
LAND SURVEYOR

J. Scott Laswell 11/02/07

J. Scott Laswell — Date
Registered Professional Land Surveyor
State of Texas No. 5583

Attachments: Survey Drawing - BaseLine\Projects\Cedar Park\6.933 acre\CPTC_6.933 ACRE.dwg
File: BaseLine\Projects\Cedar Park\Documents\6.933 acre\field notes\6.933 acres.doc

EXHIBIT "D"



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1246.00	204.07	9°23'03"	S15°35'12"E	203.85
((C1))	1246.00	–	–	–	–
C2	50.00	17.92	20°32'11"	S10°00'38"E	17.83
((C2))	50.00	17.92	20°32'11"	S10°00'38"E	17.83
C3	365.33	75.19	11°47'31"	S05°38'18"E	75.05
((C3))	365.33	75.19	11°47'31"	S05°38'18"E	75.05
C4	1045.00	36.44	1°59'54"	N48°03'56"W	36.44
((C4))	1045.00	36.44	1°59'54"	N48°03'56"W	36.44
C5	173.00	92.84	30°44'52"	S85°05'45"W	91.73
<C5>	173.00	92.84	30°44'56"	S85°05'45"W	91.73
C6	125.00	96.38	44°10'43"	N88°12'05"W	94.01
<C6>	125.00	96.36	44°10'00"	N88°11'43"W	93.99
C7	125.00	216.05	99°01'56"	N55°48'18"E	190.15
<C7>	125.00	216.05	99°01'56"	N55°48'18"E	190.15
C8	1246.00	601.90	27°40'40"	N06°26'23"W	596.07
((C8))	1246.00	601.90	27°40'40"	N06°26'23"W	596.07
C9	1246.00	397.83	18°17'37"	N01°44'52"W	396.14
((C9))	1246.00	–	–	–	–

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°16'43"E	70.48'
((L1))	S20°16'43"E	70.48'
L2	S40°56'07"W	90.00'
((L2))	S40°55'42"W	90.00'
L3	N79°23'39"W	109.67'
<L3>	N79°24'01"W	109.69'
L4	S23°53'16"W	50.00'
<L4>	S23°53'16"W	50.00'
L5	S19°06'40"E	89.55'
<L5>	S19°06'40"E	89.55'
L6	S83°42'40"E	100.00'
<L6>	S83°42'40"E	100.00'
L7	S73°20'50"E	98.46'
<L7>	S73°20'50"E	–
L8	S67°44'02"E	100.00'
<L8>	S67°44'02"E	100.00'
L9	S59°53'04"E	50.00'
<L9>	S59°53'04"E	50.00'
L10	S49°37'59"E	50.00'
<L10>	S49°37'59"E	50.00'
L11	S43°53'12"E	100.00'
<L11>	S43°53'12"E	100.00'
L12	S61°29'21"E	50.00'
<L12>	S61°29'21"E	50.00'
L13	S89°59'04"E	50.00'
<L13>	S89°59'04"E	50.00'
L14	N72°24'46"E	50.00'
<L14>	N72°24'46"E	50.00'
L15	N50°13'50"E	100.00'
<L15>	N50°13'50"E	100.00'
L16	N29°52'46"E	100.00'
<L16>	N29°52'46"E	100.00'
L17	N11°19'22"E	50.00'
<L17>	N11°19'22"E	50.00'
L18	N69°43'17"E	92.00'
L19	N69°43'18"E	92.00'

LEGEND:

- ● 1/2" IRON REBAR FOUND WITH PLASTIC CAP WHICH READS "BASELINE INC"
- ▲ CALCULATED POINT
- ESMT EASEMENT
- R.O.W. RIGHT-OF-WAY
- DOC. DOCUMENT
- 2 (00) LOT AND BLOCK NUMBER
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- (( )) PER DEED OF RECORD IN DOC. NO. 2003066921 O.P.R.W.C.T.
- [ ] PER DEED OF RECORD IN DOC. NO. 9703646 O.R.W.C.T
- { } PER DEED OF RECORD IN DOC. NO. 2003064497 O.P.R.W.C.T.
- // // PER DEED OF RECORD IN DOC. NO. 9728108 O.R.W.C.T.
- < > PER DEED OF RECORD IN DOC. NO. 2003065519 O.P.R.W.C.T.

NOTE:
TOPOGRAPHIC CONTOURS ARE BASED ON FIELD SURVEY CONDUCTED IN 2003.

NO TREES HAVE BEEN LOCATED ON THIS SURVEY

BEARING BASIS: NORTH RIGHT-OF-WAY LINE OF F.M. 1431 (200' R.O.W.), PER TXDOT R.O.W. MAP DATED 12/31/1984 AND THE SOUTH LINE OF A REMAINDER OF 479.72 ACRE TRACT OF LAND CONVEYED TO V-S CEDAR PARK, LTD. BY DEED OF RECORD IN VOLUME 2638, PAGE 477 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING: NORTH 69°44'00" EAST.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
Scott-baseline@austin.rr.com

BOUNDARY AND TOPOGRAPHIC SURVEY OF 6.933 ACRES OF LAND, BEING A REMAINDER OF A 479.72 ACRE TRACT OF LAND OUT OF THE SHERWOOD J. DOVER SURVEY, ABSTRACT NO. 168 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO V-S CEDAR PARK, LTD. OF RECORD IN VOLUME 2638, PAGE 477 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

FILE:S:\PROJECTS\DWG\CEDAR PARK\6.933 ACRE\CPTC_6.933 ACRE.DWG
SCALE (HOR.): 1"=100'
DATE: 11-2-07
DRAWN BY: GRH
CHECKED BY: JSL
REVISION 1:
REVISION 2:

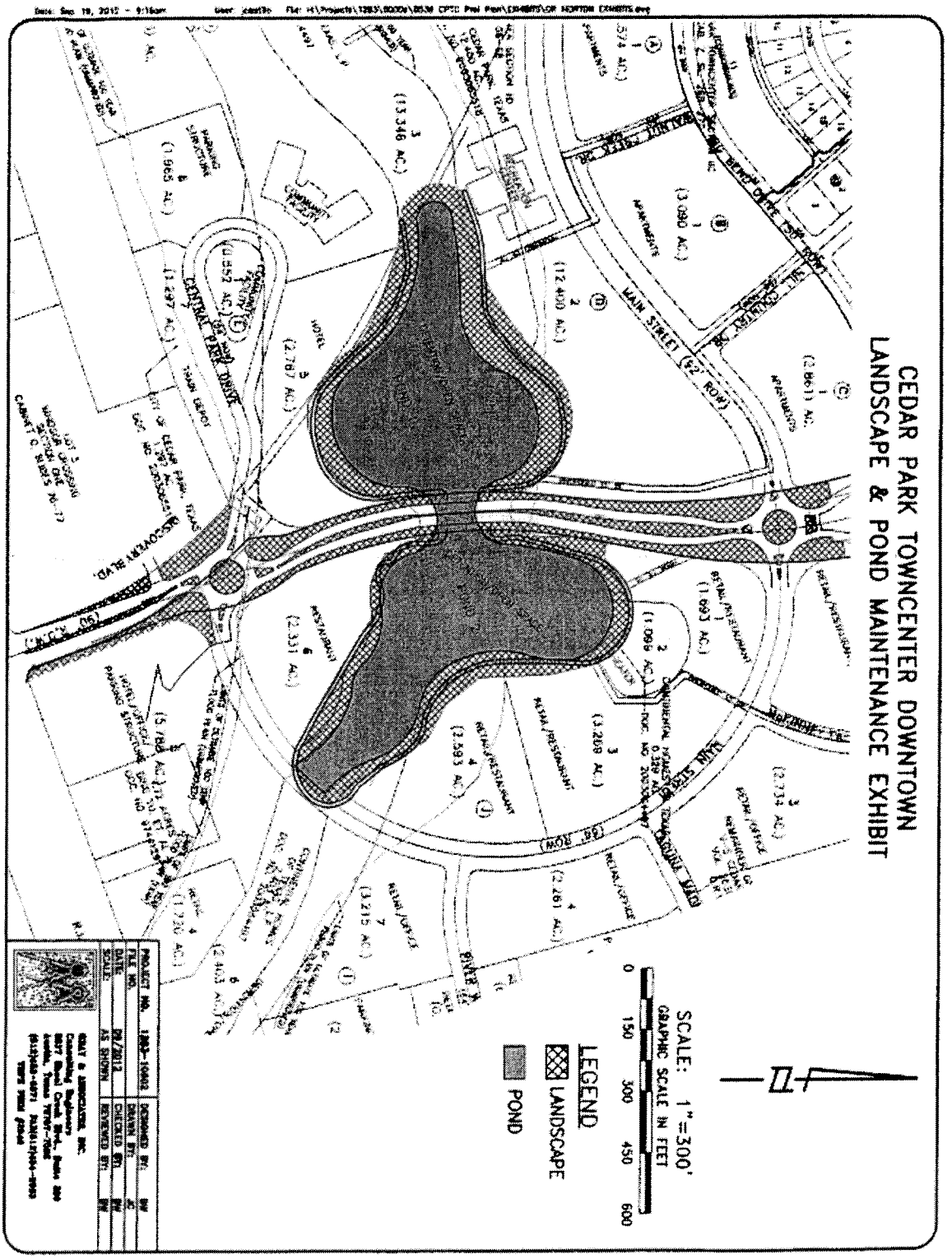
SHEET 01 of 01

EXHIBIT "D"

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

EXHIBIT "E"

DESCRIPTION OF SHARED COMMON AREA IMPROVEMENTS



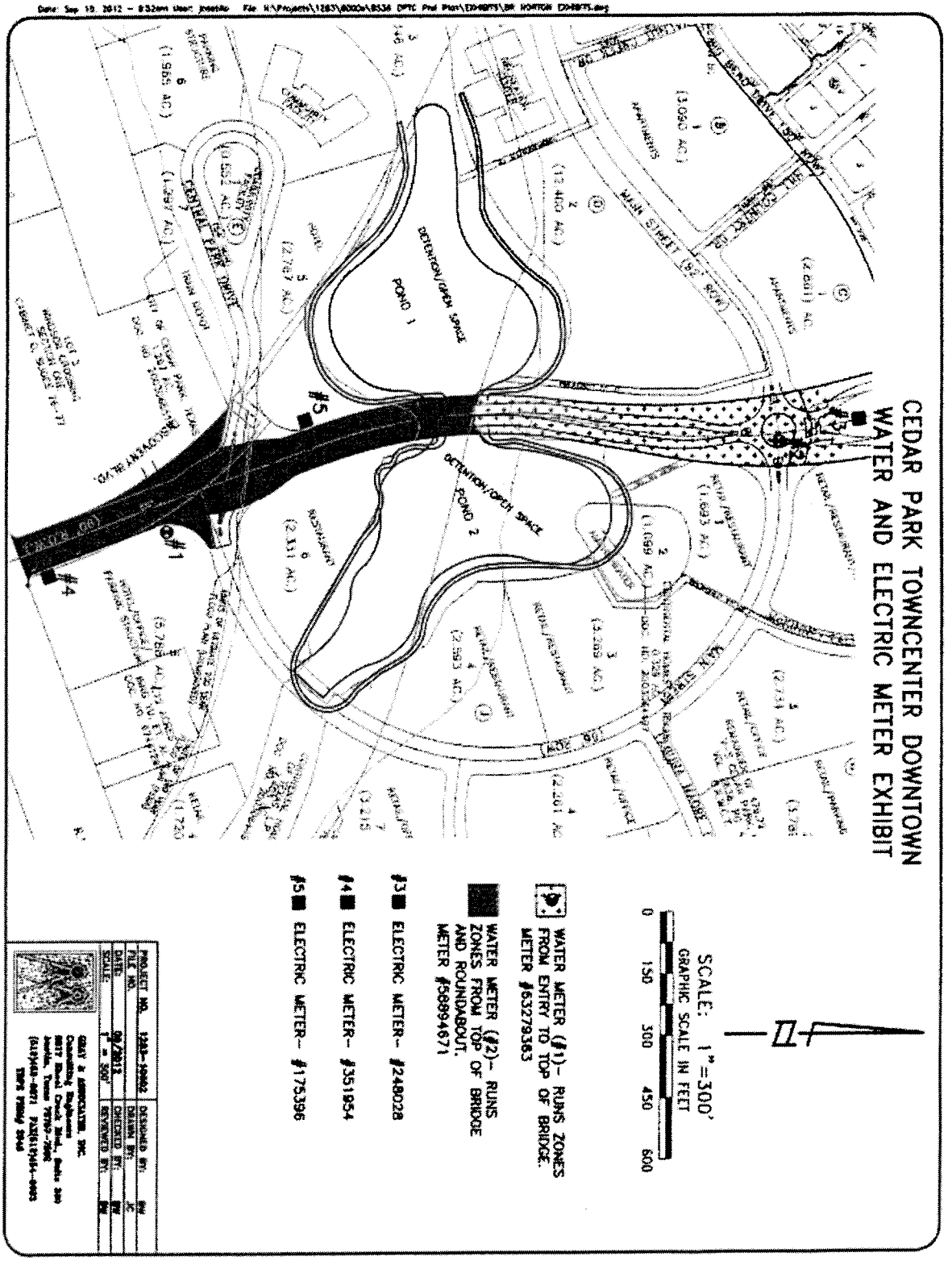


Exhibit "E"

EXHIBIT "F"

2012 BUDGET

Shared Common Area Expenses	**2012**			
Water	$13,760	Meter Locations : See map for detail		
Electric	$5,278	Meter Locations : See map for detail		
Landscaping Maintenance	$18,609			
Seasonal Color, Mulching, Semi-Annual Maintenance	$16,000			
Total	**$53,647**			

EXHIBIT "G"

PRO RATA SHARE

Horton	78.01%
CPTC	15.39%
VSCP	6.60%

Note: In the event a party or its Permitted Assignee acquires title to a portion of the VSCP Property, then, unless the affected parties agree in writing, both of such parties shall be jointly and severally liable for all of the obligations of VSCP under this Agreement.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012093898

Nancy E. Rister

11/09/2012 03:36 PM

MARIA $212.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

(1) Jackson Walker LLP
100 Congress Ste 1100
Austin, TX 78701