THE STATE OF TEXAS *

DOC# 9456014

COUNTY OF WILLIAMSON *

CITY OF ROUND ROCK *

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and adopted by the City Council of the City of Round Rock, Texas, at a meeting held on the 27th day of October, 19 94 which is recorded in the minutes of the City of Round Rock in Book 32.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 10th day of November, 1994.

Joanne Land
JOANNE LAND,
Assistant City Manager/
City Secretary

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

ORDINANCE NO. Z-94-10-27-9D

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES (1990 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE .68 ACRES OF LAND OUT OF THE WILLIAM BARKER SURVEY, ABSTRACT 107, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS FROM DISTRICT TF (TWO FAMILY), 1.68 ACRES OF LAND OUT OF THE WILLIAM BARKER SURVEY, ABSTRACT 107 FROM DISTRICT C-2 (LOCAL COMMERCIAL), 65.48 ACRES OF LAND OUT OF THE C.E. ROWE SURVEY, ABSTRACT 871, AND 6.36 ACRES OUT OF THE WILLIAM BARKER SURVEY, ABSTRACT NO. 107 TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT NO. 15..

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" from District TF (Two Family), District C-2 (Local Commercial), District SF-2 (Single Family-Standard Lot), and District SF-1 (Single Family-Large Lot), and attached hereto and incorporated herein to District Planned Unit Development (PUD) No. 15, said exhibit being attached hereto and incorporated herein, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 19th day of October, 1994, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended

that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be changed to District PUD No. 15, and

WHEREAS, on the 27th day of October, 1994, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 11.300, Code of Ordinances (1990 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS, THAT:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 15 meets the following goals and objectives:

(1) The development in PUD No. 15 is equal to or superior to development that would occur under the standard ordinance requirements.

(2) P.U.D. No. 15 is in harmony with the general purposes, goals, objectives and standards of the General Plan.

(3) P.U.D. No. 15 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

(4) P.U.D. No. 15 will be adequately provisioned by essential public facilities and services including streets,

parking, drainage, water, wastewater facilities, and other necessary utilities.

(5) P.U.D. No. 15 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305(2), Code of Ordinances (1990 Edition), City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein be changed to District Planned Unit Development (PUD) No. 15, and that the Mayor is hereby authorized and directed to enter into the Agreement regarding the Development Plan for PUD No. 15 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and **ADOPTED** on first reading this 27th day of October, 1994.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 1994.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 1994.

CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:

JOANNE LAND, City Secretary

THE STATE OF TEXAS	§	AGREEMENT AND
	§	DEVELOPMENT PLAN
COUNTY OF WILLIAMSON	§	FOR SPRING RIDGE PUD
		NO. 15

THIS AGREEMENT and Development Plan is made and entered by and between the City of Round Rock, Texas, a Texas municipal corporation, having its offices at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City"), and Alborz Corporation and Austin Custom Home Builders Joint Venture, their respective successors and assigns, having its offices at 4116 Burney Drive, Austin, Texas, 78731 (hereinafter referred to as the "Owner").

WHEREAS, the Owner has submitted a request to the City to re-zone 74.20 acres of land as a Planned Unit Development ("PUD"), said acreage being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), and

WHEREAS, on October 19, 1994, the Planning and Zoning Commission recommended approval of the Owner's application for a PUD, and

WHEREAS, pursuant to Chapter 11, Section 11.316(8), Code of Ordinances (1990 Edition), City of Round Rock, Texas, the Owner has submitted a Development Plan, attached hereto and incorporated herein as a part of this Agreement, said Development Plan stating in detail all development conditions and requirements within the PUD,

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1. <u>CONFORMITY TO DEVELOPMENT PLAN</u>

That all uses and development within the Property shall conform to the Development Plan included in Section II herein.

2. <u>CHANGES AND MODIFICATIONS</u>

That no changes or modifications will be made to this Agreement unless all provisions pertaining to changes or modifications as stated in Section II.16 below are followed.

3. ZONING VIOLATION

That the Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance as stated in Section 1.601, Code of Ordinances, (1990 Edition), City of Round Rock, Texas, as amended.

4. LIENHOLDER CONSENT

That the lienholder of record has consented to this Agreement and Development Plan, including any and all dedications to the public. A lienholder consent is attached hereto and incorporated herein as Exhibit "B".

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case any one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and in such event, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights, benefits, or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties by certified mail, postage prepaid or by hand-delivery to the address of the other party shown below:

OWNER	ROUND ROCK
Alborz Corporation and Austin Custom Home Builders Joint Venture 4116 Burney Drive Austin, Texas 78731 Attn: Mike Hassibi	City of Round Rock, Texas 221 East Main Street Round Rock, Texas 78664 Attn: Director of Planning

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

II.

DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances (1990 Edition), City of Round Rock, Texas, hereinafter referred to as "the Code".

2. PROPERTY

This Development Plan ("Plan") covers 74.20 acres of land, located within the city limits of Round Rock, Texas, and more particularly described by metes and bounds in Exhibit "A", attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, 3) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as to not dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections in the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except where clearly modified by this Plan.

5. PERMITTED USES

5.1 Initial Phase

The permitted uses of the Property shall be as a primarily residential subdivision with single family lots, along with commercial lots, and an amenity area as shown on the Preliminary Plan attached hereto as Exhibit "C", attached hereto and incorporated herein. The PUD shall conform to all requirements as set forth in this Agreement and Plan and, if not set forth herein, by applicable sections in the Code.

6. RESIDENTIAL LOT SIZES

The minimum residential lot size shall be 5,000 square feet. The minimum width of any single family lot shall be fifty (50) feet at the building line.

7. BUILDINGS

7.1 Setbacks

The minimum front setback requirement shall be 15 feet from the property line. All garages must be a minimum of 20 feet from the property line, unless a side entry garage format is utilized.

7.2 Construction

All buildings will be constructed of at least 75% masonry materials on the first floor and 25% on the second floor. The front facade will be constructed of 100% masonry materials, excluding gables, doors, windows, vents and trim. No 4' x 8' wood or wood composite panels shall be used for siding. Only washboard style or other quality wood or wood composite materials, placed in a horizontal fashion, shall be used on the exterior of the building.

7.3 Garages

All residences shall include two-car garages, set back a minimum of twenty (20) feet from the property line, unless utilizing a side entry garage design. All single family lots shall have a minimum of four (4) parking spaces, two of which may be in the garage. No garages shall be converted into bedrooms, dens, studies or any living areas for the occupants; provided, however, builders may temporarily convert the garage of a model home, but the City of Round Rock shall not be obligated to issue a certificate of occupancy, or permanently provide utilities until any such garage is re-converted for the parking of automobiles.

8. LANDSCAPING

8.1 Landscaping

Before issuance of the first building permit for home construction, the Owner must sign a landscape agreement. Said agreement will require the Owner or Homeowner's Association, as described in Section 17, below, to maintain any and all features such as landscaping or irrigation systems that encroach in any public right-of-way within the land.

9. STREETS AND UTILITIES

9.1 Entrances and Entry Roadway

Owner may provide one entrance from Louis Henna Blvd. into the PUD, as shown on Exhibit "D", attached hereto and incorporated herein. The entry road shall be designed with a divided, landscaped median, to be maintained by the Homeowner's Association. Any other entry structures

must be approved by the Director of Public Works, The Director of Planning, and the City Attorney. A licensing agreement will be entered into between the City and the Owner if required by the City Attorney.

9.2 Cul-de-sacs

By acceptance of this PUD, the maximum length of cul-de-sacs required by the Code is waived.

9.3 Underground Electric and Utility Lines

Except where approved in writing by the Director of Public Works, all electrical, telephone and cablevision distribution and service lines, other than currently existing overhead lines three-phase or larger shall be placed underground. No rooftop or anchored antennas of any kind will be allowed within the PUD.

10. FENCING

10.1 Fence Construction

All perimeter fences shall be constructed pursuant to Section 11.318 of the Code or with wood, woodcrete, masonry or landscaping, or a combination thereof, with rust resistant iron and steel supports. All perimeter fencing shall be constructed with a finished side facing outward from the PUD. All perimeter fences on Louis Henna Blvd. and Shultz Lane shall be constructed and accepted along with normal subdivision improvements.

10.2 Approval of Plans

No construction of perimeter fencing shall be commenced until fence construction plans are submitted to and approved by the Director of Planning and Community Development.

11. PARKING

11.1 Adequacy of Parking

The Owner shall provide adequate parking spaces sufficient to accommodate all parking needs for the intended uses within the PUD. All single family lots shall have a minimum of four (4) parking spaces, two of which may be in the garage.

11.2 Off-Street Parking

No recreational vehicles, boats or trailers shall be allowed to be parked within the PUD, unless same are parked in garages and the garage doors remained closed except when in use.

12. SIDEWALKS

All sidewalks shall be constructed pursuant to Section 8.604 of the Code except sidewalks are not required along Louis Henna Blvd. or Schultz Lane.

13. AMENITY AREAS

13.1 Amenity Area

The amenity area, as depicted on the Preliminary Plan attached as Exhibit "C", may be owned and maintained by the Homeowner's Association.

13.2 Parkland Dedication

The parkland dedication requirement as stated in Section 8.615 of the Code shall be satisfied with the dedication to the City of the areas and drainage easements as depicted in Exhibit "C".

13.3 Flood Plain

Amenities within the land may be located in the 100 year flood plain if such amenities are not building or swimming pools, and are approved by the Director of Public Works.

14. GENERAL SIGNAGE STANDARDS

All entry monumentation visible from Louis Henna Blvd. shall be constructed for low maintenance and shall be approved in advance by the Director of Planning. In the event a sign is not properly maintained, the City may give the sign owner written notice thereof. Required repairs must be made within the five (5) business days of notification or the City shall have the right, but not the obligation, to have repairs made and charged to the signed owner. Prohibited signs include permanent bench signs, billboards, signs with flashing or blinking lights or mechanical movement, dayglo colors, signs that make or create noise, animated or moving signs, exposed neon illumination, painted wall signs, pennants, trailer signs, signs with beacons, and any sign that obstructs the view in any direction of an intersection. Appropriate materials for the design shall be made of natural stone or masonry with a height limit equal to that of the 6 foot fence. The Homeowner's Association will own and maintain all entry signs associated with the PUD.

15. RIGHT OF FIRST REFUSAL

As a condition of this agreement, Owner agrees to grant to Williamson County a right of first refusal for a period of five (5) years from the date of this Agreement to acquire any needed right-of-way along Louis Henna Blvd. This right of first refusal must be exercised by the County within thirty

(30) days after Owner gives the County written notice that it has received a bona fide offer from a disinterested third party to purchase all or any portion of the commercial lots designated on Exhibit "C".

16. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

16.1 Minor Changes

Minor changes to this Agreement or Plan required by engineering or other circumstances which do not substantially change this Plan may be approved by the Director of Planning.

16.2 Major Changes

Major changes shall be resubmitted following the same procedure required in the original PUD application.

16.3 Changes in Writing

Neither this Agreement or Plan nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the City and the current Owner.

17. HOMEOWNER'S ASSOCIATION

17.1 Review Before Final Plat

A Homeowner's Association shall be established at time of final platting for the PUD. The association's creation documents shall be submitted for review to the Director of Planning and Community Development and the City Attorney at the final plat stage. The mechanism for funding and collection of fees will be reviewed and approved by the City Attorney at the final plat stage.

17.2 Responsibilities of Homeowner's Association

In addition to other responsibilities imposed on the homeowner's association in this Plan, the Association shall be responsible for maintaining all landscaping, irrigation systems, greenbelts and amenity areas within the PUD not dedicated to the City.

17.3 Enforcement of Deed Restrictions

The Homeowner's Association shall be the entity responsible for enforcing the deed restrictions. Although the City reserves the right to enforce any provisions in this Plan, it is not the intent of the City to assume responsibilities normally reserved to a Homeowner's Association.

18. **BINDING EFFECT**

This Agreement and Plan binds and is to the benefit of the respective heirs, successors and assigns of the Owner.

CITY OF ROUND ROCK

By: _____
Charles Culpepper, Mayor

Date: 10-27-94

ALBORZ CORPORATION
a Texas Corporation

By: _____
Mike Hassibi, President

Date: 11-9-94

AUSTIN CUSTOM HOME BUILDERS
Joint Venture

By: _____
Richard R. Jenkins,
Managing Venturer

Date: 11-9-94

DESCRIPTION OF 67.84 ACRES, MORE OR LESS, OF LAND AREA, IN THE C.E. ROWE SURVEY, ABSTRACT NO. 871, THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, AND THE WILLIAM BARKER SURVEY ABSTRACT NO. 107, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 100.16 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED NOVEMBER 30, 1991 FROM NCNB TEXAS NATIONAL BANK, TO FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECORDED IN VOLUME 2082, PAGE 984 OF THE WILLIAMSON COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the south line of Louis Henna Boulevard, for the northwest corner of the aforereferenced 67.84 acre tract, same being the east corner of that 5.00 acre tract of land described in a deed dated November 20, 1974 from Earthel C. Henderson, et ux, to Larry T. Gill, as recorded in Volume 600, Page 416 of the Williamson County Deed Records, and being the northwest corner of the herein described tract of land;

THENCE leaving the PLACE OF BEGINNING and the aforereferenced Gill Tract, with the common line of Louis Henna Boulevard, and the 67.84 acre tract, the following three (3) courses;

1. N 74°09'35" E 842.72 feet to an iron rod found at the beginning of a right breaking curve; and

2. with said right breaking curve having a radius length of 2000.00 feet, an arc length of 743.54 feet, and a radius which bears N 84°49'10" E 739.26 feet to a P.K. nail found in rock; and

3. S 84°32'05" E 374.22 feet to an iron rod found at the intersection the south line of Louis Henna Boulevard and the southwest line of the abandoned Meister Lane right of way, for the northeast corner of the 67.84 acre tract, same being the northeast corner of the herein decribed tract of land:

THENCE Louis Henna Boulevard, with the common line of the 67.84 acre and the abandoned Meister Lane right of way, S 63°00'05" E 1191.34 feet to an iron rod found at the intersection the west line of Schultz Lane, and the northeast line of the abandoned Meister Lane right of way, for the east corner of the 67.84 acre tract same being the east corner of the herein described tract of land;

THENCE leaving the abandoned Meister Land right of way, with the common line of Schultz Lane and the 67.84 acre tract, S 29°16'20" W 1270.12 feet to a concrete monument found for the south corner of the 67.84 acre tract, same being the east corner of that 17 acre tract of land described in a deed dated February 17, 1967, from James K. Richelberger, Jr., to Edgar S. Daugherty, as recorded in Volume 517, Page 445 of the Williamson County Deed Records, and being the south conrer of the herein described tract of land;

THENCE leaving Schultz Lane, with the common line of the 67.84 acre tract and the aforereferenced Daugherty Tract, N 65°40'50" W 2746.59 feet to an iron rod found in the southeast line of the aforereferenced Gill Tract, for the west corner of the 67.84 acre tract, same being the north corner of the Daugherty Tract, and being the west corner of the herein described tract of land;

THENCE leaving the Daugherty Tract, with the common line of the 67.84 acre tract and the Gill Tract, N 29°08'45" E 293.62 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 67.84 acres, more or less, of land area, as described from record information and measurements made on the ground on January 8, 1994 by McMinn Land Surveying Company of Austin, Texas.

C. Michael McMinn, Jr., R.P.L.S. No. 4267
McMinn Land Surveying Company
4210 Spicewood Springs Road, Suite 201
Austin, Texas 78759
(512) 343-1970

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DATE : July 6, 1994
SURVEY : C. E. RONE SURVEY, ABSTRACT NO. 871, MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, WILLIAM BARKER SURVEY ABSTRACT NO. 107.
COUNTY : Williamson, Texas.
J.O. No. : 012294
LNDA0122

SAVE AND EXCEPT: (Description of TF (Two Family) Tract)

DESCRIPTION OF 0.68 ACRES, MORE OR LESS, OF LAND AREA, IN THE WILLIAM BARKER SURVEY, ABSTRACT NO. 107, IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

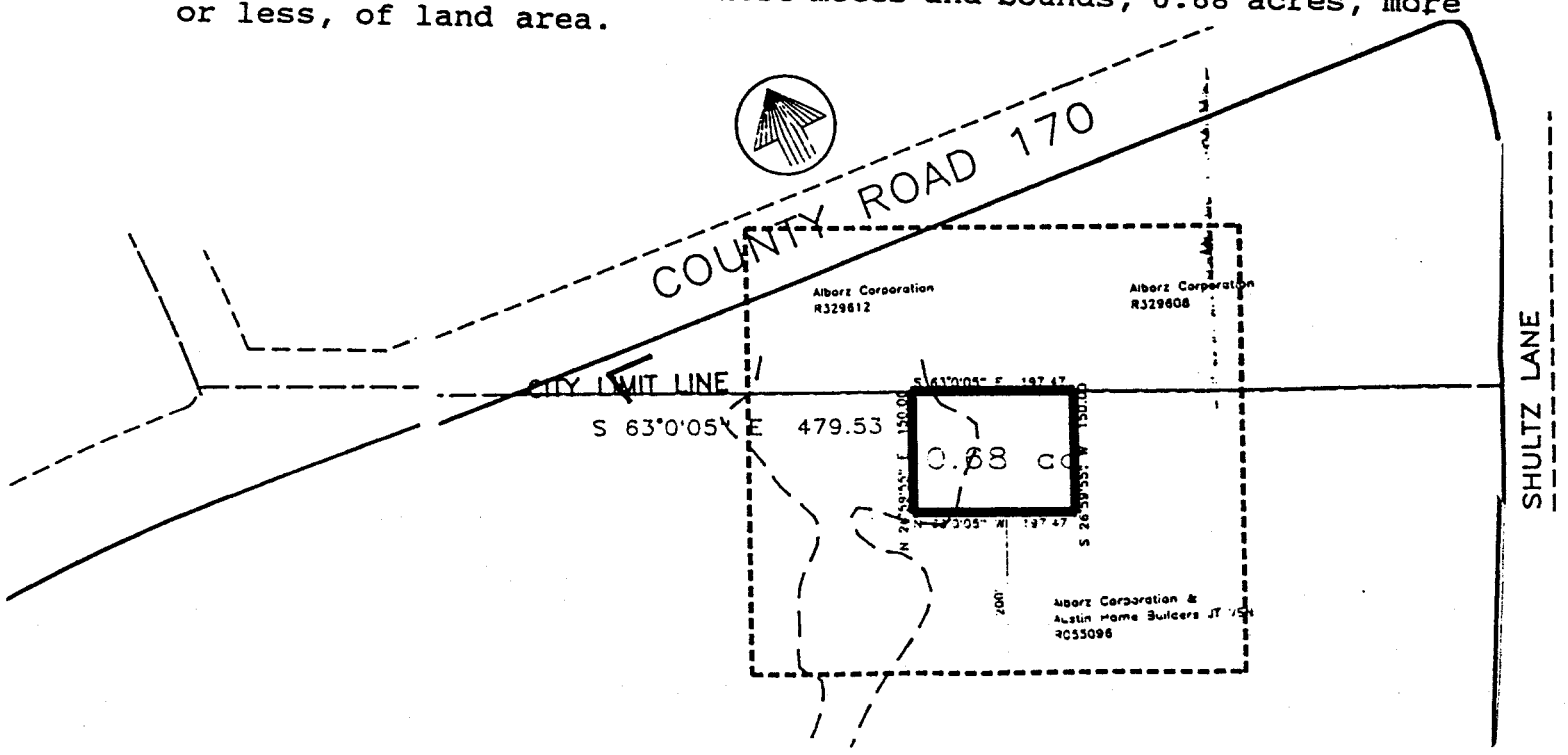
PROCEEDING from an iron rod found at the intersection of the south line of Louis Henna Boulevard and the south line of the Abandoned Meister Lane right of way S 63°00'05" E 479.53 feet to the PLACE OF BEGINNING;

THENCE leaving the PLACE OF BEGINNING, with the common line of the abandoned Meister Lane right of way and the northeast line of the herein described tract of land S 63°00'05" E 197.47 feet to the north corner of the herein described tract of land;

THENCE along the southeast line of the herein described tract of land S 26°59'55" W 150.00 feet to the south corner of the herein described tract of land;

THENCE proceeding N 63°00'05" E 197.47 feet to the west corner of the herein described tract of land;

THENCE proceeding N 26°59'55" E 150.00 feet PLACE OF BEGINNING. There are contained within these metes and bounds, 0.68 acres, more or less, of land area.



SAVE AND EXCEPT: (Description of C-1 Tract)

DESCRIPTION OF 1.68 ACRES, MORE OR LESS, OF LAND AREA, IN THE WILLIAM BARKER SURVEY, ABSTRACT NO. 107, IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a p.k. nail found on the south line of Louis Henna Boulevard south of the intersection of County Road 169, and Louis Henna Boulevard;

THENCE leaving the PLACE OF BEGINNING, proceeding along the south line of Louis Henna Boulevard S 84°32'05" E 16.65 feet to the northeast corner of the herein described tract of land;

THENCE leaving Louis Henna Boulevard, and proceeding along the east line of the herein described tract of land with a right breaking curve having a radius length of 2000.00 feet, and arc length of 349.07 feet, and a chord which bears S 10°27'54" W 348.62 feet to the southeast corner of the herein described tract of land;

THENCE proceeding S 65°40'52" E 234.89 feet to the southwest corner of the herein described tract of land;

THENCE proceeding N 08°06'48" E 259.10 feet intersecting with the south line of Louis Henna Boulevard and being the northwest corner of the herein described tract of land;

THENCE proceeding along the common line of Louis Henna Boulevard and the herein described tract of land and proceeding along a right breaking curve having a radius length of 2000.00 feet, an arc length of 224.52 feet, and a chord which bears S 87°44'48" E 224.40 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 1.68 acres, more or less, of land area.

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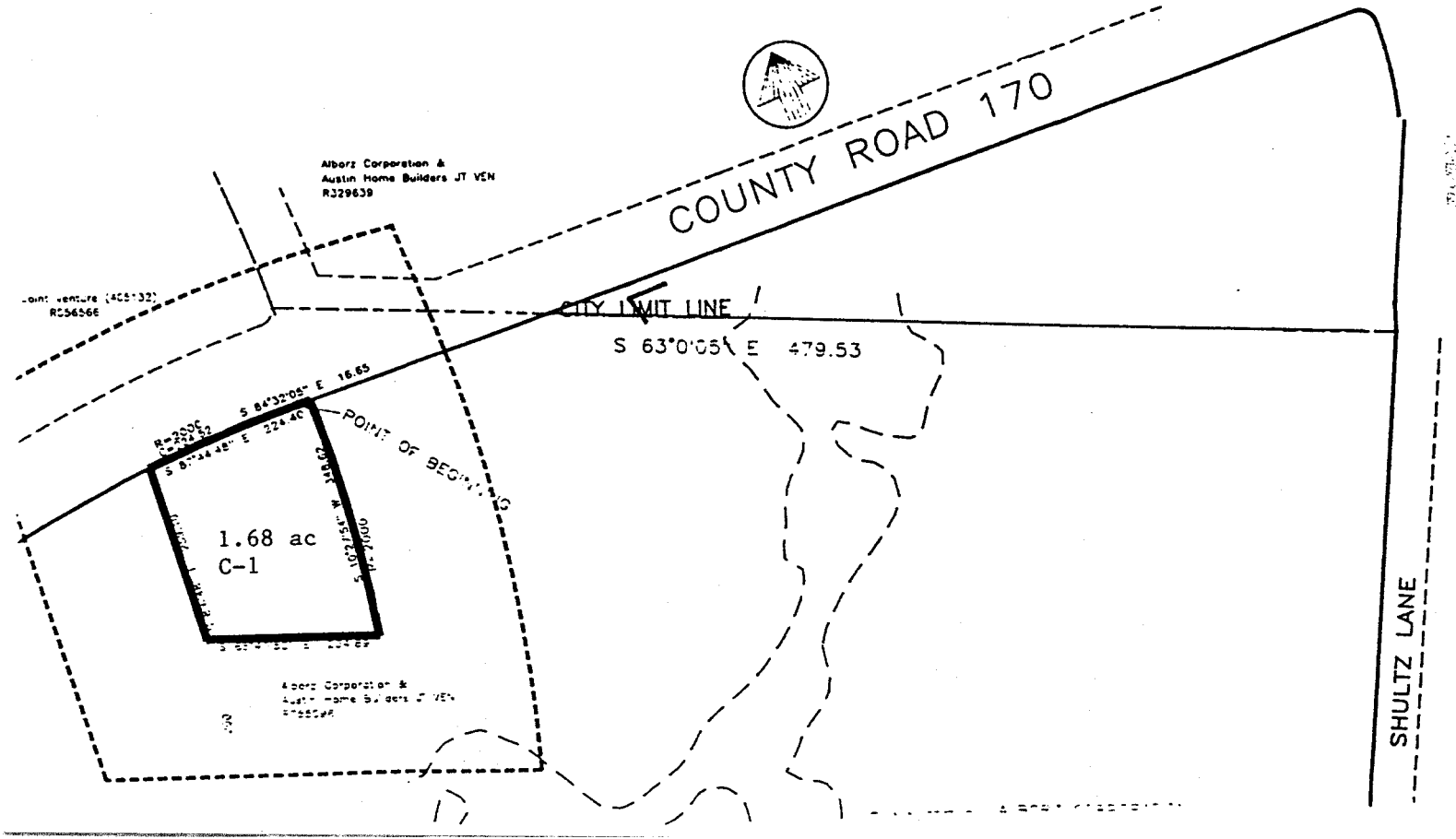

DESCRIPTION OF 6.36 ACRES, MORE OR LESS, OF LAND AREA, IN THE WILLIAM BARKER SURVEY ABSTRACT NO. 107, IN WILLIAMSON COUNTY, TEXAS, 1.08 ACRES, MORE OR LESS, OF LAND AREA BEING A PORTION OF THE ABANDONED MEISTER LAND RIGHT OF WAY, 1.40 ACRES AND 3.56 ACRES, MORE OR LESS, OF LAND AREA, BEING PORTIONS OF THAT TRACT OF LAND CONVEYED IN A DEED DATED AUGUST 9, 1993 FROM BUILDERS MORTGAGE CORP., TO BCW JOINT VENTURE, AS RECORDED IN VOLUME 2371, PAGE 190 OF THE WILLIAMSON COUNTY DEED RECORDS, AND 0.32 OF AN ACRE BEING THAT TRACT OF LAND KNOWN AS SPRINGRIDGE DRIVE, AS DESCRIBED IN A PARTIAL RELEASE OF LIEN RECORDED IN VOLUME 1591, PAGE 192 OF THE WILLIAMSON COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the intersection the south line of Louis Henna Boulevard and the southwest line of the aforereferenced abandoned Meister Lane right of way, for the northeast corner of a 67.84 acre portion of that 100.16 acre tract of land described in a deed dated November 30, 1991 from NCNB Texas National Bank to the Federal Deposit Insurance Corporation, as recorded in Volume 2082, Page 984 of the Williamson County Deed Records, and being the west corner of the herein described tract of land;

THENCE leaving the PLACE OF BEGINNING, and said 67.84 acre tract, with the common line of Louis Henna Boulevard and the 1.08 acre tract, S 84°31'25" E 116.80 feet to an iron rod found at the intersection of the south line of Louis Henna Boulevard and the northeast line of the abandoned Meister Lane right of way, for the northwest corner of the 1.08 acre tract, same being the west corner of the aforereferenced 1.40 acre tract;

THENCE leaving the 1.08 acre tract, with the common line of Louis Henna Boulevard and the 1.40 acre tract, S 84°34'30" E 539.10 feet to an iron rod found at the intersection of the south line of Louis Henna Boulevard and the west line of the aforereferenced Springridge Drive right of way, for the northeast corner of the 1.40 acre tract, same being the northwest corner of the aforereferenced 0.32 acre tract;

THENCE leaving the 1.40 acre tract, with the common line of Louis Henna Boulevard and the 0.32 acre tract, S 84°35'05" E 110.04 feet to an iron rod found at the intersection of the south line of Louis Henna Boulevard and the east line of the aforereferenced Springridge Drive right of way, for the northeast corner of the 0.32 acre tract, same being the northwest corner of the aforereferenced 3.56 acre tract;

THENCE leaving the 0.32 acre tract, with the common line of Louis Henna Boulevard and the 3.56 acre tract, S 84°34'15" E 443.21 feet to an iron rod found at the beginning of a right breaking curve, at the intersection of the south line of Louis Henna Boulevard and the west line of the Schultz Lane, for the northeast corner of the 3.56 acre tract, same being the northeast corner of the herein described tract of land;

THENCE leaving Louis Henna Boulevard, with the common line of Schultz Land and the 3.56 acre tract, the following three (3) courses:

1. with a right breaking curve having a radius length of 25.00 feet, an arc length of 39.18 feet, and a chord which bears S 40°03'00" E 35.29 feet to an iron rod found at a point of compound curvature;

2. with a right breaking curve having a radius length of 556.88 feet, an arc length of 231.99 feet, and a chord which bears S 17°21'35" W 230.31 feet to an iron rod found; and

3. S 29°20'55" W 164.28 feet to an iron rod found at the intersection the west line of Schultz Lane, and the northeast line of the abandoned Meister Lane right of way, for the southeast corner of the 3.56 acre tract, same being the northeast corner of the 1.08 acre tract;

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THENCE leaving the 3.56 acre tract, and crossing the abandoned Meister Land right of way, with the common line of Schultz Land, and the 1.08 acre tract, S 23°20' W 39.59 feet to an iron rod found at the intersection of the west line of Schultz Lane and the southwest line of the abandoned Meister Lane right of way, for the southeast corner of the 1.08 acre tract, same being the east corner of the aforereferenced 67.84 acre tract;

THENCE leaving the Schultz Land, with the common line of the 1.08 acre tract and the 67.84 acre tract, N 63°00'05" W 1191.34 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds, 6.36 acres, more or less, of land area, as described from record information and measurements made on the ground on January 8, 1994 by McMinn Land Surveying Company of Austin, Texas.

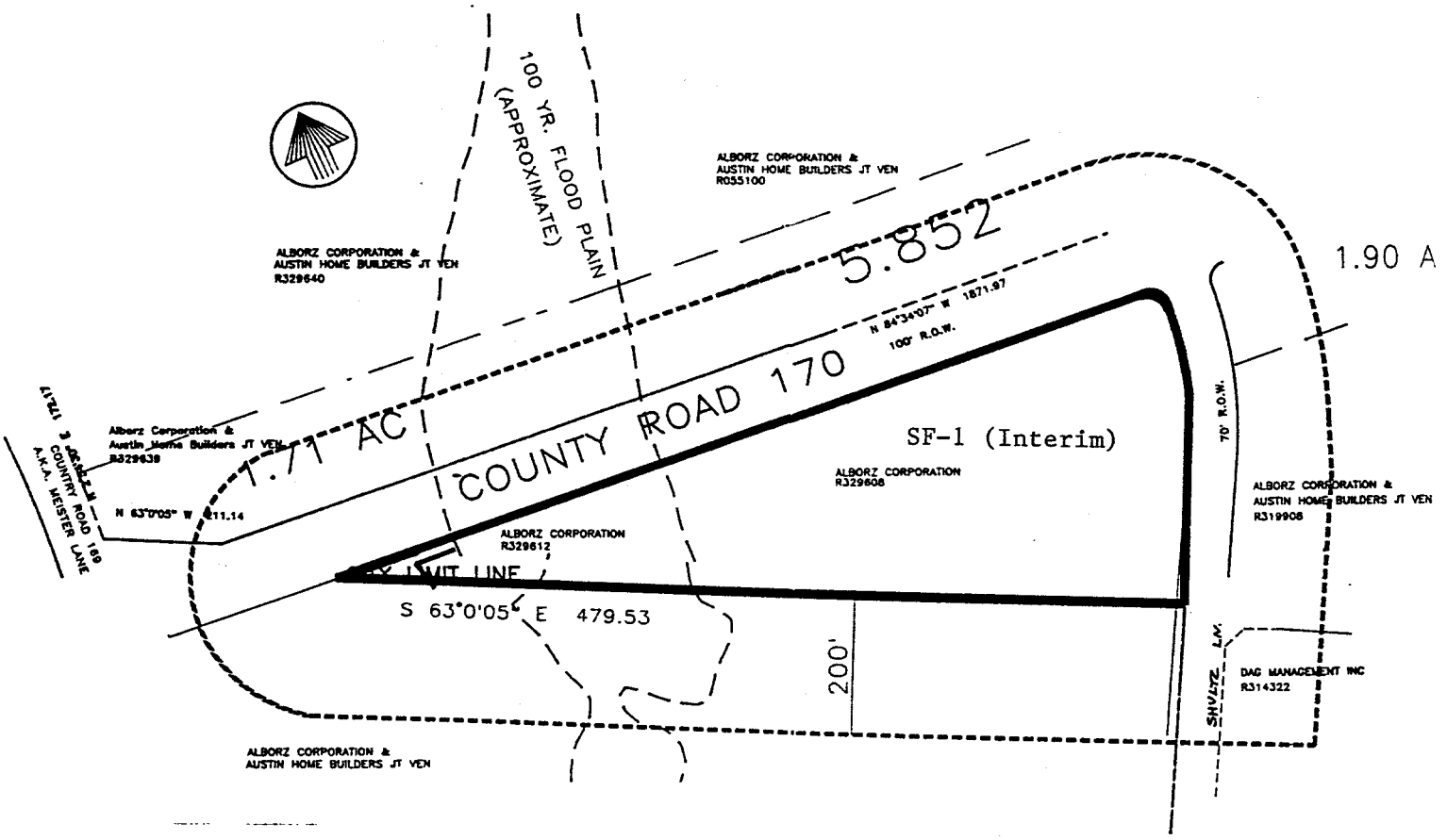
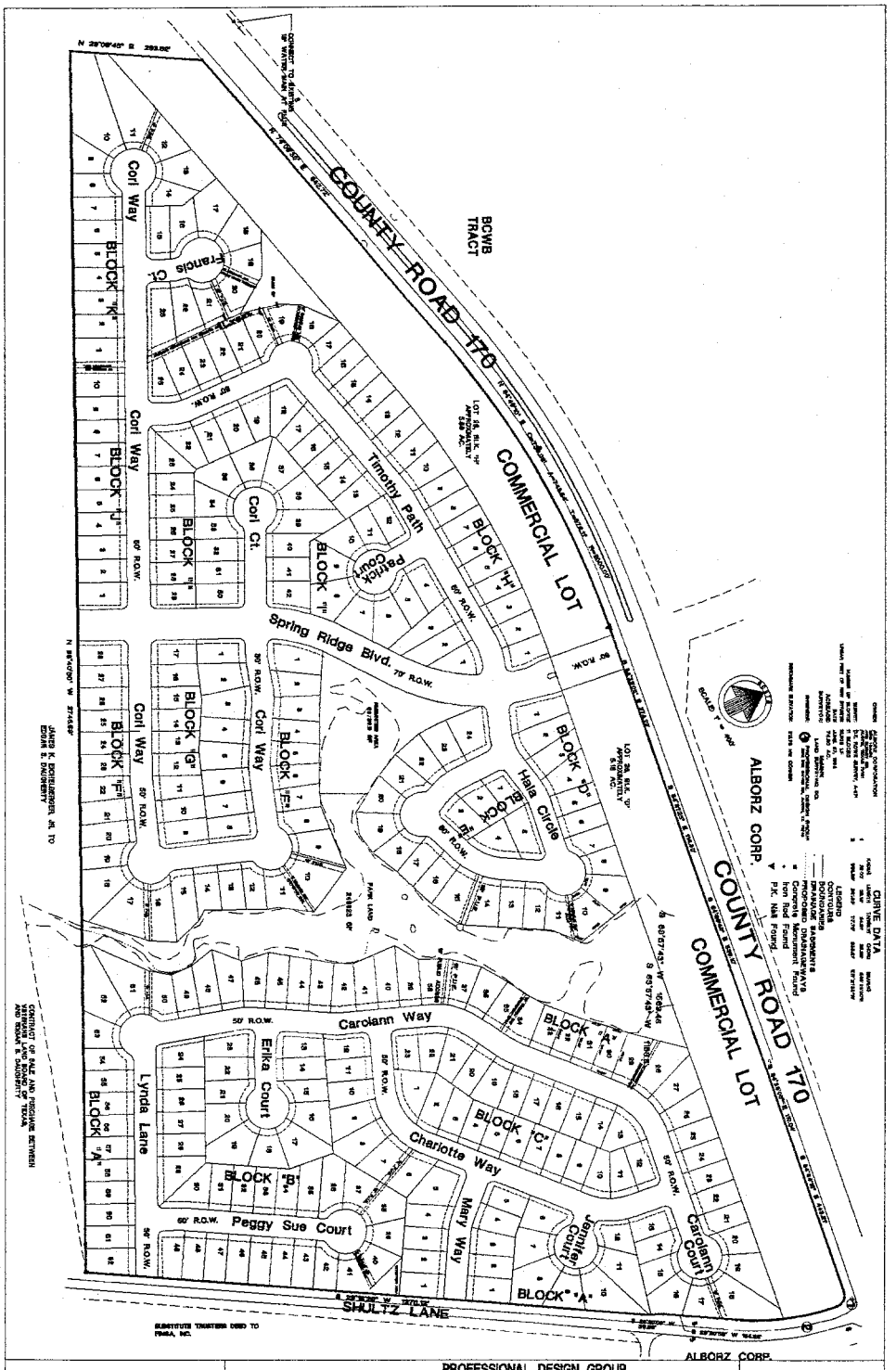


EXHIBIT "B"
TO THE AGREEMENT
REGARDING DEVELOPMENT PLAN
FOR PUD NO. 15

LIENHOLDERS' CONSENT

There are no lienholders of record.



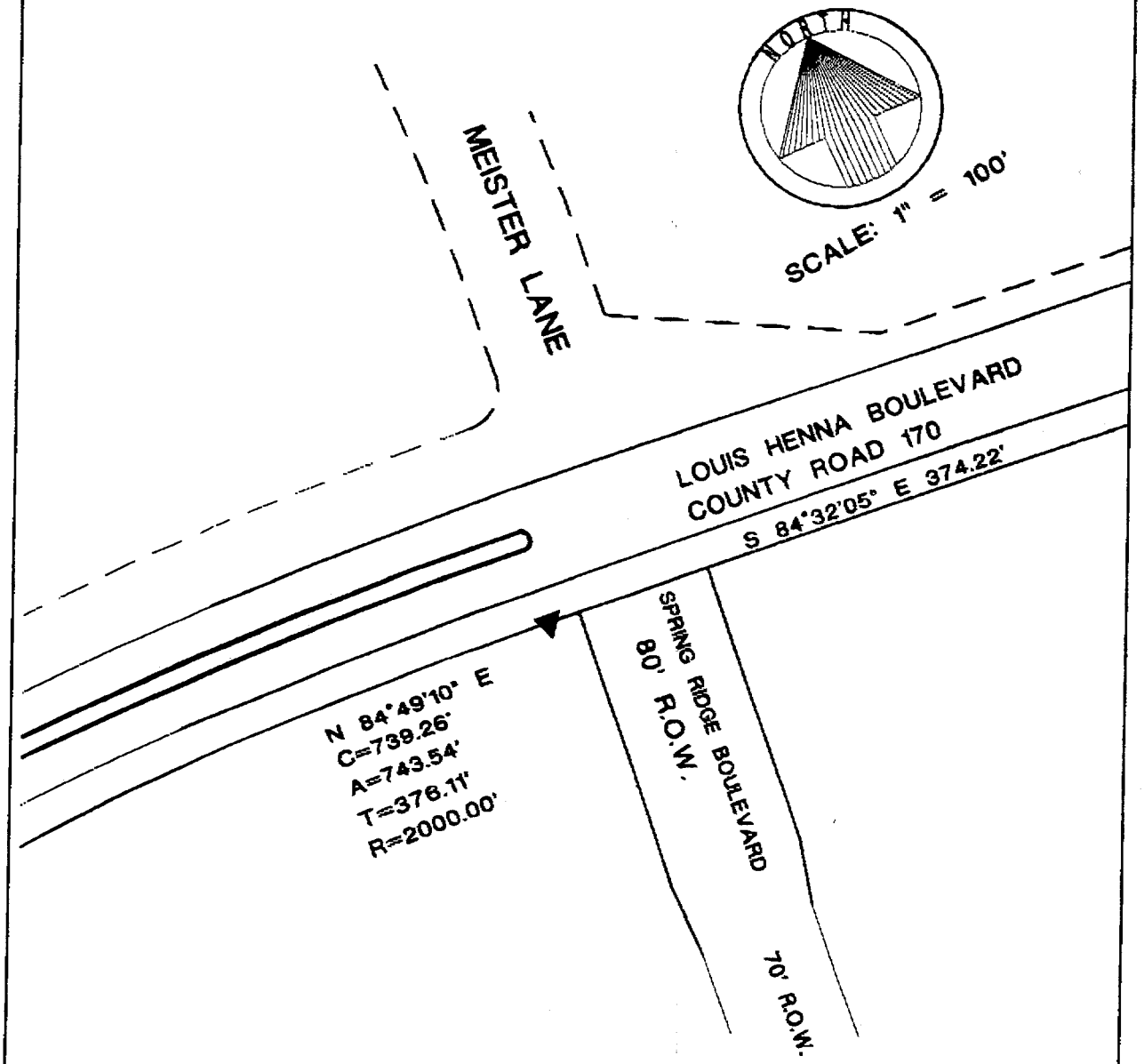
PROFESSIONAL DESIGN GROUP

SPRING RIDGE SUBDIVISION

EXHIBIT "C"

EXHIBIT "D"

to the Development Plan



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Doc# : 9456014
Rec. $ 63.00
Date : 11-18-1994
Time : 10:50:08 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This is to certify that this document was FILED and RECORDED in the Official Public Records of Williamson County, Texas on the date and time stamped thereon.

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RETURN TO:

CITY OF ROUND ROCK
ADMINISTRATION
221 EAST MAIN STREET
ROUND ROCK, TEXAS 78664