

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement ("Agreement"), is between the CITY OF BEE CAVE, TEXAS, a home rule municipality located in Travis County, Texas (the "City"), WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, and WS-COS INVESTMENTS, LLC, a Delaware limited liability company, (collectively, "WHEELOCK"), LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A, a political subdivision of the State of Texas (the "District") and MATTHEWS-BARNES BROTHERS INVESTMENT, a Texas limited partnership ("Covert") which has joined this Agreement as a limited party for the purposes set forth herein. The City, Wheelock, and the District are referred to individually as a "Party" or collectively as "Parties."

INTRODUCTION

Wheelock owns approximately 403 acres of land (the "Eastland Tract") as more particularly described on the attached **Exhibit "A."** The District owns an approximately 8 acre tract of land within the Eastland Tract for its facilities.

Approximately 300 acres of land is currently included within the District's boundaries, which may be enlarged by annexations or reduced by exclusions from time to time. A description of the current boundaries of the District is attached as **Exhibit "B."**

The District intends to annex the Eastland Tract into its boundaries and exercise its option to select the extraterritorial jurisdiction ("ETJ") of the City. As a result, the Eastland Tract will be located within the boundaries of the District and all of the land within the boundaries of the District will be within the ETJ of the City.

The District may annex approximately 136 acres of land (the "LTISD Tract") owned by the Lake Travis Independent School District, as more particularly described on the attached **Exhibit "C"** that is currently within the ETJ of the City.

Upon the anticipated inclusion of the Eastland Tract and the LTISD Tract, the District will be as depicted on **Exhibit "D"** (the "District Tract," which may be enlarged or reduced by District annexations or exclusions).

Wheelock intends to develop the Eastland Tract in a manner complimentary to its Sweetwater master-planned community with land uses that may include commercial, multi-family, active adult residential, and clustered residential. A master development plan (the "Master Development Plan") for the development of the

Eastland Tract is attached hereto as **Exhibit "E."** Development standards (in addition to City Requirements and County requirements) applicable to development of the Eastland Tract (the "Master Development Standards") are attached hereto as **Exhibit "F"** (except as modified by Section 2.02).

Covert has joined in the execution of this Agreement to evidence, acknowledge and agree that: (i) the term "Eastland Tract" as used in this Agreement includes approximately 32 acres of property (the "Covert Tract" as depicted in **Exhibit "E"**) that Covert intends to acquire and develop in accordance with Section 2.02D of this Agreement and in accordance with **Exhibit "I"**, attached hereto; (ii) the Covert Tract is and shall continue to be subject to the terms and provisions of Section 2.02(D) of this Agreement and **Exhibit "I"**; and (iii) Covert' obligations to the City and the City's obligations to Covert under this Agreement shall be limited to the obligations set out in Section 2.02 (D) and Section 6.05 of this Agreement and **Exhibit "I"**.

The Parties wish to enter into this Agreement to provide an alternative to typical City regulatory processes for development in its ETJ, encourage innovative and comprehensive planning of the District Tract and provide certainty of regulatory requirements throughout the term of this Agreement, and encourage the creation of a high-quality community for the benefit of the present and future residents of the City and the Project (hereafter defined).

Authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code; Chapter 245, Texas Local Government Code; and Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code; and such other statutes as may be applicable.

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

ARTICLE I DEFINITIONS

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

Additional District Land: Land that may be added to the District Tract in accordance with Section 3.07.

Additional Eastland Land: Land that may be added to the Eastland Tract in accordance with Section 3.06.

Additional Residential Land: Land that may be added to the Residential Land in accordance with Section 3.05.

Agreement: This Development Agreement between the City, Wheelock, the District and Covert.

Automotive Sales and Services: Means a use allowed on the Covert Tract which includes all or any of the following uses as such uses are defined in the City of Bee Cave Code of Ordinances: (i) Automobile Accessory Installation (Minor); (ii) Automobile Repair Garage; (iii) Automobile Repair, Major; (iv) Automobile Repair, Minor; (v) Automotive Gasoline or Motor Fuel Service Station; (vi) Auto Parts and Accessory Sales (Indoors); (vii) Auto Rental; (viii) Auto Sales (New); (ix) Auto Sales (Used); and (x) any other accessory uses that are normally associated with the sale or service of vehicles. Provided however, that Automotive Gasoline or Motor Fuel Service Station shall only be authorized as an accessory use and not as a primary use (as such terms are defined in the City of Bee Cave Code of Ordinances).

City: The City of Bee Cave, Texas, a home rule municipality located within Travis County.

City Requirements: Those ordinances or portions of City ordinances defined herein in Section 2.02A and applicable to the Project and provided in Appendix 1.

Code of Ordinances or Code: The City's ordinances in effect on the effective date of this Agreement and as may be amended from time to time.

County: Travis County, Texas.

Covert: Matthews-Barnes Brothers Investments, LP, its successors and assigns.

Covert Tract: The portion of the Eastland Tract indicated on the Master Development Plan on **Exhibit "E."** that is approximately 32 acres and is intended to be developed by Covert for Automotive Sales and Services.

Covert Deed Restrictions: Deed restrictions applicable to a 22.997 acre tract of land in the City described in Exhibit "A" to **Exhibit "K"**, attached hereto, currently owned by Bee Caves-71A, LLC, so that the 22.997 acre tract shall be developed under the City's Neighborhood Services zoning district, or such other zoning requirements as may be approved by the City from time to time.

District: Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas.

District Tract: Land anticipated to be within the boundaries of the District that will be designated ETJ of the City and shall be subject to agreements regarding prospective City annexation according to the terms of this Agreement. The District Tract is depicted on **Exhibit "D"** and it may be enlarged by District annexations of Additional Land and reduced by District exclusions. The District Tract will always have the same boundaries as that of the District.

Eastland Tract: The approximately 403-acre tract of land described in **Exhibit "A"** and any Additional Eastland Land.

Effective Date of this Agreement: The date established in Section 6.01.

ETJ: Extraterritorial Jurisdiction.

LTISD Tract: The approximately 136-acre tract of land described in **Exhibit "C."**

Master Development Plan: The master development plan for the development of the Eastland Tract as shown on **Exhibit "E."**

Master Development Standards: The Architectural, landscaping, street, parking, open space and other development standards contained in **Exhibit "F"** which in addition to the City and County Requirements govern the development of the Eastland Tract.

Multifamily Apartment Tract: The portion of the Eastland Tract that is intended to be developed with multifamily apartments, indicated as "Multi-Family Residential" on the Master Development Plan on **Exhibit "E,"** and is approximately 33 acres, but can be expanded to include no more than 50 acres pursuant to this Agreement.

Party/Parties: The City, Wheelock, and the District, individually and collectively.

Project: The development of the District Tract (including the Eastland Tract, but not the LTISD Tract) and any Additional District Land (including any Additional Eastland Land) described in **Exhibit "D"**, that may be annexed into the District during the term of this Agreement and shall be designated by the District as ETJ of the City in accordance with **Exhibit "E."**

Residential Land: All of the land within the boundaries of the District, as changed from time to time, except the Eastland Tract, any Additional Eastland Land, and the LTISD Tract.

Wheelock: WS-COS Development, LLC, and WS-COS Investment, LLC, collectively and individually, and their successors and assigns.

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

ARTICLE II COMPLIANCE WITH CITY REGULATIONS

Section 2.01 Requirements for Development of the Eastland Tract. The City and Wheelock acknowledge and agree that only those City laws, ordinances, codes, regulations, requirements, technical construction standards and development requirements particularly set forth in Section 2.02A (collectively the "City Requirements") in effect on the Effective Date of this Agreement, as provided in Appendix 1, except as modified by the terms of this Agreement, together with certain Master Development Standards developed by Wheelock and the District shall apply to the Eastland Tract and any Additional Eastland Land upon such lands inclusion in the ETJ of the City. It is expressly understood and agreed by the City, the District and Wheelock, that the City Requirements shall include certain ordinances which would apply to the Eastland Tract as a tract of land located in the ETJ of the City and certain of the regulations that would apply to the Project if it were currently located in the municipal corporate limits of the City as particularly set out in Section 2.02 together with the Master Development Standards as set out in **Exhibit "F"**.

Section 2.02 Regulations for the Development of the Eastland Tract and any Additional Eastland Land.

A. The following City Requirements and County requirements shall apply to development activity on the Eastland Tract or any Additional Eastland Land or any portion of the Eastland Tract:

- (i) regulations for sexually oriented businesses; as they are enacted and/or amended by the City from time to time;
- (ii) Noise Standards (Section 32.05.008 of the Code) as enacted on the Effective Date of this Agreement;
- (iii) Vibration Standards (Section 32.05.111 of the Code) as enacted on the Effective Date of this Agreement;
- (iv) Smoke, Particulate Matter and Odorous Standards (Section 32.05.009 of the Code) as enacted on the Effective Date of this Agreement;

(v) Signage Requirements (Section 28.01.001, et seq. of the Code) as enacted on the Effective Date of this Agreement except as modified or waived as described in **Exhibit "G"**;

(vi) regulations to prevent imminent destruction of property or injury to persons, including regulations effective only within a floodplain established by federal flood control programs and enacted to prevent the flooding of buildings intended for public occupancy; as they are enacted and/or amended by the City from time to time;

(vii) construction standards for streets and public works whether located on public or private lands or easements unless there is a conflict between the City's standards and the County's standards in which case the County's standards shall control;

(viii) solid waste and litter regulations; as they are enacted and/or amended by the City from time to time;

(ix) Lighting Ordinance (32.05.012 "Lighting and Glare Standards" of the Code) as enacted on the Effective Date of this Agreement;

(x) Subdivision Regulations of the County; and

(xi) Nonpoint Source Pollution Control Regulations (Article 20.04 of the Code and including the impervious cover requirements) shall apply to the Covert Tract, the portion of the Eastland Tract or any additional Eastland Land that drains to Little Barton Creek; the Lower Colorado River Authority's Highland Lakes Watershed Ordinance shall apply to the portion of the Eastland Tract or any additional Eastland Land that drains to Lake Travis via Hurst Creek or Bee Creek, provided however, that regardless of watershed the City's NPS Ordinance shall apply to the Covert Tract. Impervious Cover shall be calculated in accordance with the City's NPS Ordinance for the development of the Project as a whole pursuant to Section 2.03(a).

B. City Review Requirements.

One or more of the above described City Requirements may require issuance of a permit pursuant to the applicable ordinance or portion of ordinance. It is the intent of the City that review and approval of the above described City Requirements not follow the permitting procedures set out in such ordinances or portions of ordinances. Rather the City shall review and approve site development and construction in accordance with this Section 2.02 (B). Prior to site development of any portion of the Eastland Tract, Wheelock shall cause to be prepared by Wheelock's engineer a letter describing the nature of the upcoming development, the portion of the Eastland Tract that is to be

developed, the proposed land uses, the timing of the development, and a list of the City Requirements, if any, applicable to the proposed development and identifying the method by which the City Requirements are intended to be met. In particular the engineer shall address nonpoint source pollution control requirements, lighting requirements, signage and noise requirements as applicable. If impervious cover on a particular tract will exceed 40% impervious cover, engineer will provide a copy of a conveyance or acknowledgment filed in the Deed Records of Travis County that reduces the amount of impervious cover for other property within the Project by the equivalent amount of impervious cover being increased. Such letter(s) and documentation shall be submitted to the City at the same time as the Concept Plan is submitted to the Design Criteria Review Committee ("DCR") as such committee and procedure is described in **Exhibit "H"** attached hereto. During site development construction the City shall have the right at reasonable times to inspect the site development. Thereafter and upon completion of the site development, Wheelock's engineer shall provide an opinion to the City under seal regarding all aspects of the site development that can be sealed by an engineer that such applicable site development has been completed and is in compliance with the applicable City Requirements, the Master Development Standards and this Agreement. For all other aspects of the site development that are not sealed by the engineer, Wheelock shall provide an affidavit that certifies that site development has been completed and is in compliance with the applicable City Requirements, the Master Development Standards and this Agreement.

The City agrees to work with the County to effectuate the provisions and intent of this Agreement as they relate to subdivision regulations. The City will attempt to enter into an Interlocal Agreement with County that provides that only County approval will be required for approval of any subdivision plats. However, in the event that the County and City are not able to reach an agreement for the District Tract, the City shall defer review of the subdivision or plat application until the County has reviewed and approved the application and upon receipt of notice that County has approved such subdivision or plat the City will confer approval by written letter delivered within 10 days after the City receives notice of the County approval of such subdivision or plat without any additional review of the application. In such case the City will provide signatures if required by the County.

C. Master Development Standards.

(i) The Parties have agreed that in addition to the City Requirements certain additional standards set out in **Exhibit "F"** ("Master Development Standards") shall apply to development of the Eastland Tract. In particular, the Master Development Standards related to architectural requirements and landscaping shall be applicable to development of the Eastland Tract in lieu of City Ordinances applicable to architecture and landscaping. Provided however, at a

minimum the Covert Tract shall comply with the Architectural and Landscaping standards as provided in Section D of this section.

(ii) Single Family residential uses (and any and all development activity undertaken on the Residential Land or any portion of the Residential Land) shall not be subject to the City's Requirements described in Section 2.02A or the Master Development Standards so long as single family is developed in accordance with the Sweetwater master-planned community; including any deed restrictions currently applicable thereto or as amended from time to time.

(iii) The Master Development Standards may be amended from time to time by Wheelock; upon approval of the City, or without approval of the City so long as the amended standards are more stringent than the standards being changed or so long as the amended standards meet or exceed the equivalent standards within the City's Code of Ordinances. Wheelock acknowledges, agrees and represents that the Master Development Standards, if amended, will meet or exceed the City Requirements. Copies of any amendments to the Master Development Standards shall be provided to the City within 15 days from the date of such amendment.

D. Regulations for the Development of the Covert Tract.

- (i) The Covert Tract is currently planned to be developed generally as set forth on the plan attached hereto as **Exhibit "I"**, provided, however, that the development plans are subject to revision in the reasonable discretion of Covert considering market conditions, design considerations, feasibility, and other considerations, subject to the limitations set forth in this Section 2.02 and other provisions of this Agreement.
- (ii) The Parties agree that development of the Covert Tract shall be in accordance with this Section 2.02 D, Subsections A and C above, and the Master Development Standards except as same may be modified in this Subsection D. In addition, the Covert Tract shall comply with the City Landscape ordinance (Section 32.05.002 of the Code of Ordinances), the City's NPS Ordinance (Section 20.04 of the Code of Ordinances) and the City's Sign Ordinance (Chapter 28 of the Code of Ordinances) effective as of the date of this Agreement. In addition, the Covert Tract shall construct all automotive showrooms using architecture substantially similar to the architecture depicted in **Exhibit "I"**.
- (iii) Except as subsequently approved by the City, development of the Covert Tract shall be subject to the following limitations:

(1) No more than 3 monument signs located along and visible from Highway 71 consistent with Signage Requirements (Section 28.01.001, et seq. of the Code of Ordinances) as enacted on the Effective Date of this Agreement.

(2) Any building with a footprint in excess of 5,000 square feet, shall be setback from Highway 71 a minimum of 225 feet, and no building shall have a footprint in excess of 120,000 square feet;

(3) Any building with a footprint of 5,000 square feet or less, shall have a setback from Highway 71 of at least 75 feet;

Provided however, that parking areas may be constructed (not including any elevated parking) within the 75 foot setback as long as they are located at least 50 feet from Highway 71 and screened in accordance with the City's landscape ordinances. Parking areas along Highway 71 may be constructed with metal fencing so long as the height of the fence is no higher than adjoining landscaping and so long as landscaping screens the fence.

(4) No more than 40 % impervious cover shall be allowed on the Covert Tract unless Wheelock conveys additional impervious cover in accordance with Section 2.02 B, in which case the impervious cover shall not exceed 60%; and

(5) The height of structures on the Covert Tract shall not exceed 35' in height; provided, however, that garages and other structures set back at least 275 feet from Highway 71 may be 45' in height.

- (v) One of more of the City Requirements described in Section 2.02 A may require issuance of a permit pursuant to the applicable ordinance or portion of ordinance. It is the intent of the City that review and approval of the development of the Covert Tract shall not follow the permitting procedures set out in such ordinances or portions of ordinances. Rather the City proposes to review and approve site development and construction in accordance with this Section 2.02 (D). So long as the Covert Tract is developed in accordance with the requirements of this Agreement and an engineer acceptable to the City provides an opinion to the City under seal that the Covert Tract has been completed in compliance with the applicable City Requirements, the Master Development Standards and this Agreement no permit or other approval shall be required from the City.

- (vi) Engineer certification of compliance shall be provided by one of the following engineering firms or by such other engineering firm as the City may in writing approve upon request of an Owner. City's approval of such additional engineering firms shall be solely within the discretion of the City.
- Civiltude Engineers and Planners
 - Doucet & Associates Civil Engineering
 - Freese and Nichols, Inc
 - Longaro & Clarke Consulting Engineers
 - Randall Jones & Associates Engineering, Inc.
 - Vickery & Associates, Inc Consulting Engineers
 - 360 Professional Services, Inc.
 - LJA Engineering, Inc.
- (vii) The Parties agree that construction activity for the development of the Covert Tract in accordance with this Agreement for Automotive Sales and Service uses in accordance with this Subsection D and **Exhibit "I"** is expressly contingent on the recording of the Covert Deed Restrictions in the Travis County Deed Records. In the event that Covert does not close and acquire the Covert Tract the Parties agree that the Covert Tract shall not be developed for a Automotive Sales and Services use but shall be developed consistent with the uses authorized for the remainder of the Eastland Tract.
- (viii) Covert acknowledges and represents that it has entered into an agreement with Wheelock to purchase and acquire the Covert Tract for the purpose of developing same for Automotive Sales and Services which purchase agreement becomes effective on the Effective Date of this Agreement. Covert represents that pursuant to the purchase agreement Wheelock and Covert have agreed that Covert shall have 180 days from the Effective Date of this Agreement to terminate the purchase agreement for any reason, but if the purchase agreement is not terminated within the 180 day review period, Covert becomes obligated to cause the Deed Restrictions attached hereto as **Exhibit "K"** to be filed in the Travis County Deed Records. Covert hereby agrees that it will cause the Deed Restrictions to be executed in the form attached hereto as **Exhibit "K"** in conjunction with the execution of this Agreement and shall place same in escrow with the title company handling the purchase agreement with instructions to the escrow agent in the form of the Escrow Agreement described in **Exhibit "K1"**, attached hereto, to record the Deed Restrictions in the Travis County Real Property Records upon the expiration of 180 days from the Effective Date of this Agreement unless Covert exercises its right

to terminate the purchase agreement as described herein. Covert agrees that it will notify the City within 5 days if it terminates the purchase agreement prior to the expiration of the 180 day review period.

Section 2.03 Exceptions / Variances for the Development of the Eastland Tract. By its authority as set forth in Section 30.02.004(a) of the Code, the City, by its approval of this Agreement confirms that it has made necessary findings and hereby grants and approves the exceptions, waivers, variances, and credits required in order to limit the City laws, ordinances, codes, and regulations and standards to City Requirements for the development of the Project on the Eastland Tract as described in this Section.

(a) Impervious Cover. Impervious cover calculations for the Eastland Tract shall be calculated for the development of the Eastland Tract as a whole, such that portions of the development may exceed the allowable impervious cover as long as the entire development of the Eastland Tract does not exceed the total impervious cover allowed by Code, except as amended in this Agreement.

Allowable impervious cover for the Eastland Tract shall be 40% impervious cover calculated in accordance with Section 20.04.044(d) of the Code of Ordinances. Such calculation shall include the entirety of the Eastland Tract, including any and all acres that may be currently designated as reclaimed water storage and disposal areas by the Texas Commission on Environmental Quality (TCEQ) permit. The calculated allowable impervious cover will be available for utilization on any part, portion, or parcel of the Eastland Tract that may be identified as an independent site plan without limitation of the amount of impervious cover that may be developed or constructed on any separately identified tract of land so long as the aggregate amount of impervious cover on all such parcels does not exceed the total allowable impervious cover as calculated for the entire Eastland Tract. In the event that portions of the Eastland Tract are subdivided and sold to third parties, such sale shall consider the amount of impervious cover remaining to the Eastland Tract and shall designate the amount of impervious cover to the tract being sold to guarantee that the Eastland Tract as a whole does not exceed 40%. Each Site plan submitted to the City shall provide a running total of the amount of impervious cover allocated and the amount of impervious cover left to the Eastland Tract.

(b) Electric Utilities. The City's requirements for electric utilities (Article 20.05 of the Code) shall not apply to the Eastland Tract. The Parties understand and agree that Pedernales Electric Cooperative (PEC) is the electric service provider to the Project.

(c) Cut and Fill. The Eastland Tract shall not be subject to any limitations with regard to cut and fill earthwork for purposes of constructing the street, drainage and utility infrastructure to serve the various development tracts, or the site development on any of the individual tracts that may be developed by either Wheelock or a subsequent owner or user. Wheelock will, to the extent feasible follow the design

considerations contained in Section 30.03.001, Streets, and Section 20.04.048, Steep Slopes, of the Code of Ordinances.

ARTICLE III DEVELOPMENT PLAN

Section 3.01 Phased Development. Wheelock intends to develop the Project in phases. Wheelock may, in its sole discretion, plat each phase of the Project that is located on the Eastland Tract and the Residential Land in multiple, separate subdivision plats. The City acknowledges that the portions of the Eastland Tract and the Residential Land not under active development may remain in use for agricultural lands, wildlife lands, or ranching purposes.

Section 3.02 General Plan for Development. Wheelock intends to develop the Project in a manner complimentary to the Sweetwater master-planned community, a mixed-use project that includes commercial, multi-family, and single family residential uses. Potential land uses in the Project may include, but are not limited to: commercial, office, retail, multi-family, single family residential, active adult residential, clustered residential, recreational, and other uses that may be complimentary and compatible to the overall development of the Project. Wheelock intends to develop the Eastland Tract in a manner complimentary to its Sweetwater master-planned community with land uses that may include commercial, multi-family, active adult residential, and clustered residential. The Covert Tract is expressly authorized to be developed for Automotive Sales and Services and related uses, No other automotive dealerships, automotive show rooms or automotive service or repair centers, shall be authorized within the Project or on the Eastland Tract or any Additional Eastland Tract. Land uses as described in parts (i) through (iv) and (vii) through (x) of the definition of Automotive Sales and Services are not approved uses within the Eastland Tract except within the Covert Tract. If Covert does not acquire and close on the Covert Tract, such Automotive Sales and Services land uses shall not be allowed uses except through an amendment to this Agreement.

Section 3.03 Master Development Plan.

(a) Wheelock intends to develop the Eastland Tract in accordance with the Master Development Plan. The Master Development Plan is shown on **Exhibit "E."** Wheelock reserves the right to amend and make modifications to the Master Development Plan from time to time subject to the limitation provided in this Section 3.03(b) and (c).

(b) The Multifamily Apartment Tract is shown as approximately 33 acres, but may be expanded to include no more than 50 acres without approval of the City; provided, however that if the Multifamily Apartment Tract is expanded, the density of multifamily apartment units within the Multifamily Apartment Tract shall be calculated

pursuant to this Section. For each additional acre (between 33 acres and 50 acres) included in the Multifamily Apartment Tract, no more than an additional 11 units of multifamily apartments may be developed on the Multifamily Apartment Tract. The total number of units of multifamily apartments may be developed at any location within the Multifamily Tract, as it may be expanded. The Multifamily Apartment Tract may be further expanded (to include more than 50 acres) only with approval of the City.

(c) The Covert Tract may be expanded to 38 acres. Any additional expansions will require the approval of the City.

Section 3.04 Uses of the Eastland Tract and the Residential Land. Development of the Eastland Tract and the Residential Land and the land uses thereof will not be limited or controlled by the City's Zoning Ordinance (Chapter 32 of the Code). However, Chapter 32 will be utilized as a reference and planning consideration in the Master Development Plan for the Eastland Tract to the extent feasible relative to the planned land uses and potential development constraints caused by geography, topography, highway access, and/or critical environmental features if any are identified.

Section 3.05 Addition of Property to the Residential Land. At any time during the Term, the District may annex land that is not within the ETJ or city limits of the City as of the date of the annexation of such land (the "Additional Residential Land") into its boundaries and, upon such annexation, such Additional Residential Land shall be considered part of the Residential Land for all purposes of this Agreement. Any Additional Residential Land will be subject to and benefit from all provisions and requirements of this Agreement. The District shall notify the City of any annexations of land into the District by providing the City with a copy of the District's order adding land and an updated District boundary map. Provided however, that the District is not authorized to annex land that is within the corporate limits of another municipality or within the ETJ of another municipality, unless the District then selects the ETJ of the City such that the entirety of the District is within the ETJ of the City and not within the jurisdiction of any other municipality. In the event that the District adds additional land that would prevent the City from being able to annex the District Tract into the city limits in accordance with the terms and conditions of this Agreement, such act shall constitute a material breach of this Agreement.

Section 3.06 Addition of Property to the Eastland Tract. At any time during the Term, Wheelock may designate land that is (i) part of the District Tract, or (ii) other land not within the ETJ or city limits of the City as of the date of the designation of such land, (the "Additional Eastland Land") to be considered part of the Eastland Tract for all purposes of this Agreement. Any Additional Eastland Land will be subject to and benefit from all provisions and requirements of this Agreement. Wheelock shall notify the City of any designations of Additional Eastland Land by providing the City with an updated property description or map of the Eastland Tract.

ARTICLE IV DISTRICT AND ANNEXATION

Section 4.01 The District. The City acknowledges that except for the LTISD Tract the District currently exists outside any jurisdiction of the City. The District intends to exercise its option to select the ETJ of the City. The City agrees that such selection by the District and inclusion of the Land in the ETJ of the City will not subject the District to any City regulation, control, or oversight, other than those matters specifically provided for by this Agreement.

Section 4.02 Annexation. The City agrees that it will not annex the land within the District until the earlier of, (i) thirty (30) years from the Effective Date of this Agreement; or (ii) the date when water, wastewater, drainage, street, and park and recreational facilities have been completed to serve at least 90% of the developable acreage within the land within the District and developers of land within the District have been reimbursed by the District for the water, wastewater, drainage, street, and park and recreational facilities in accordance with the rules of the TCEQ (the "Non-Annexation Period"). The City agrees that a request for annexation will not be required to be submitted with any final plat of property within the land within the District. After the expiration of the Non-Annexation Period, Wheelock agrees that it will voluntarily request annexation into the City when and if City requests that the land within the District be annexed into the City according to the terms of this section and this requirement shall be binding on any subsequent landowner. Any property owner that purchases property covered by this Agreement shall be given notice that is acknowledged by the landowner that the property being acquired is subject to the annexation rights of the City. The City's rights to annex after the Non-Annexation Period shall be included as a plat note prior to final plat of any portion of the District Tract.

Section 4.03 Strategic Partnership Agreement. The City and the District agree to take all steps necessary and convenient to enter into a Strategic Partnership Agreement, the form of which is attached as **Exhibit "J."**

ARTICLE V AUTHORITY AND VESTING OF RIGHTS

Section 5.01 Authority. This Agreement is entered into, in part, under the statutory authority of *Sections 42.042, 212.172, and 402.014 of the Texas Local Government Code; Chapter 212, Subchapter G, Texas Local Government Code; Chapter 43, Texas Local Government Code; Chapter 245, Texas Local Government Code;* and such other statutes as may be applicable. The Parties intend that this Agreement shall guarantee the ETJ status of the District Tract as provided in this Agreement, authorize certain

development on the District Tract, provide for the development regulations and standards for the District Tract, provide exceptions to certain ordinances as described herein, and provide other terms and consideration including the potential eventual annexation of the District Tract to City. The City acknowledges and agrees that it has authority under the Texas Local Government Code and other applicable ordinances or statutes to enter into this Agreement.

Section 5.02 Vesting of Rights. This Agreement constitutes an application for a permit by Wheelock for the development of the Eastland Tract and initiates the development permit process for the Eastland Tract described herein under Chapter 245 of the Texas Local Government Code. The City acknowledges that Wheelock has vested authority to develop the Eastland Tract in accordance with this Agreement until the expiration or termination of the Agreement.

Section 5.03 Wheelock's Right to Continue Development. In consideration of Wheelock's agreements hereunder, the City agrees that it will not during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

Section 5.04 LTISD Tract. Even though the District intends to annex the LTISD Tract into the boundaries of the District, the Parties agree that nothing in this Agreement is intended to affect or apply to the LTISD Tract. No rights to develop or vesting of development rights is intended to apply to the LTISD Tract by virtue of this Agreement. Rights, obligations, or limitations set out with regard to the City Requirements described herein are not applicable to the LTISD Tract except as same would otherwise be applicable to the LTISD Tract by virtue of it being currently located in the City's ETJ and all regulations and ordinances applicable to property located in the ETJ remain applicable to the LTISD Tract. Any restrictions or conditions or terms related to annexation are likewise not applicable to the LTISD Tract.

ARTICLE VI EFFECTIVE DATE, TERM, ASSIGNMENT AND REMEDIES

Section 6.01 Effective Date. The Effective Date of this Agreement is the date of the City Council authorization to execute this Agreement; provided, however, that construction activity for the development of Automotive Sales and Services uses on the Covert Tract cannot occur unless and until the Covert Deed Restrictions (attached hereto as **Exhibit "K"**) are made effective and recorded in the County deed records.

Section 6.02 Term. The term of this Agreement will commence on the Effective Date and continue for the later of the one year anniversary after the expiration of the Non-Annexation Period, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City, Wheelock, and the District. Upon the expiration of the Term, this Agreement may be extended by mutual agreement of the Parties.

Section 6.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended at any time by mutual written consent of the City, Wheelock, and the District. If the Parties terminate this Agreement as provided in this Section 6.03 or Section 6.05 at a time when any site plan has been approved for any contemplated development activity on the Eastland Tract, such termination shall render any approved site plan void, no development approved on the site plan shall be undertaken on the affected tract and any vesting rights that may have occurred in accordance with Section 5 shall likewise be terminated. Covert's signature shall also be required for any termination or amendment that relates to the development of the Covert Tract, for as long as Covert owns the Covert Tract or has a contract for the purchase of the Covert Tract.

Section 6.04 Assignment.

a. This Agreement, and the rights and obligations of Wheelock, in whole or in part, may be assigned by Wheelock to a parent, subsidiary or related entity of Wheelock with written notice to the City.

b. Except for an assignment authorized by subsection a., this Agreement, and the rights and obligations of Wheelock, in whole or in part, may be assigned by Wheelock to a subsequent owner, developer and/or builder of all or a portion of the District Tract upon written notice to the City. Any such assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

c. Wheelock will provide to the City at least fifteen days advance written notice of any assignment or partial assignment of Wheelock's rights and obligations under this Agreement. If Wheelock assigns its rights and obligations as to a portion of the Eastland Tract or the Residential Land, then the rights and obligations of any assignee and Wheelock will be severable and Wheelock will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer but will not impede development activities of any performing developer as a result of that nonperformance. This Agreement is not intended to create any encumbrance to title as to any ultimate consumer who purchases any portion of the Eastland Tract or the Residential Land.

Section 6.05 Remedies.

a. If the City defaults under this Agreement, Covert, Wheelock or the District shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, Covert, Wheelock or the District may (i) enforce this Agreement by seeking specific performance from a Travis County District Court; or (ii) pursue injunctive relief to cure the default from a court of proper jurisdiction. Additionally, if such default remains uncured after thirty (30) days, Wheelock may terminate this Agreement, but not as to the Covert Tract (except with Covert's consent) by providing written notice of such termination to the City.

b. If Wheelock defaults under this Agreement, the City shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, or thereafter Wheelock fails to diligently pursue such cure to completion or other reasonable resolution of the default, the City may terminate this Agreement, except as to the Covert Tract (unless with Covert's consent), or seek injunctive relief or specific performance from a court of proper jurisdiction.

c. If Covert defaults under this Agreement, the City shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, or thereafter Covert fails to diligently pursue such cure to completion or other reasonable resolution of the default, the City may seek injunctive relief or specific performance from a court of proper jurisdiction.

d. If the District defaults under this Agreement, the City or Wheelock shall provide notice of such default by stating, in writing, the specific nature of the default and any action required to cure the default. If such default remains uncured after thirty (30) days, or thereafter the District fails to diligently pursue such cure to completion or other reasonable resolution of the default, the City or Wheelock may seek injunctive relief or specific performance from a court of proper jurisdiction.

e. Each Party and Covert waives any action for damages against the other except for the recovery of attorney's fees, as per subparagraph f below.

f. If a Party or Covert defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.

g. It is acknowledged that the termination of this Agreement will cause material harm to the Parties and Covert. It is intended and agreed by all Parties and

Covert that the remedy of termination on a default as expressly provided for in this Agreement shall not be exercised by a Party for minor defaults. If a default is by an assignee of only a part of the District Tract and Project, the only default is by such assignee, this Agreement may be terminated only as to the part or portion of the Eastland Tract or the Residential Land and the Project on which the assignee is in default.

Section 6.06 Cooperation.

a. The City, Wheelock, and the District each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

b. The City agrees to cooperate with Wheelock at Wheelock's expense, in connection with any waivers, permits or approvals Wheelock may need or desire from LCRA, Travis County, TCEQ, United States Environmental Protection Agency, United States Fish Wildlife Service, or any other regulatory authority in order to carry out the development of the Project.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, or other claim related to the District's designation of the District Tract within the City's ETJ, Wheelock agrees to use its reasonable efforts to resolve the suit or claim. Wheelock and the District will each be responsible for its own attorney's fees and other expenses which may be incurred in connection with any such lawsuit or claim and Wheelock shall be responsible for any attorney's fees or expenses incurred by the City in an amount not to exceed \$20,000. Wheelock shall reimburse the City on a monthly basis for such fees and expenses

d. Wheelock, the City, and the District may initiate mediation on any issues in dispute between the Parties. The cost of mediation shall be a joint expense.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be

effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bee Cave
Attn: City Manager
4000 Galleria Parkway
Bee Cave, Texas 78738

With Required
Copy to: Ms. Patty Akers, City Attorney
Akers & Akers, LLP
13809 Research Blvd.
Suite 250
Austin, Texas 78750

Wheelock: WS-COS Development, LLC
WS-COS Investments, LLC
c/o Mike Rafferty
Wheelock Street Capital, LLC
3303 Quiet Glen Drive
Kingwood, Texas 77345

With Required
Copy to: Lawrence D. Settanni
Sr. Vice President and Chief Financial Officer
Wheelock Street Capital, LLC
660 Steamboat Road, 3rd Floor
Greenwich, CT 06830

The District: Lazy Nine Municipal Utility District No. 1A
c/o Trey Lary
Allen Boone Humphries Robinson LLP
1108 Lavaca, Suite 510
Austin, TX 78701

Covert: Duke M. Covert
11750 Research Blvd
Austin, Texas 78759

With Required
Copy to:

Michael L. Cook
Cook Brooks Johnson PLLC
7800 N Mopac Expressway
Suite 215
Austin, Texas 78759

John J. McKetta
Graves Dougherty Hearon & Moody, PC
401 Congress Ave
Suite 2200
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other Party.

Section 7.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid or unenforceable, under present or future laws it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal invalid or enforceable provision as is possible. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 7.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.05 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 7.06 Authority for Execution. The City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with

City ordinances. Wheelock hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Wheelock. The District certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the statutes and rules governing the District.

Section 7.07 Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes:

- Exhibit "A" The Eastland Tract
- Exhibit "B" Description of Current District Boundaries
- Exhibit "C" The LTISD Tract
- Exhibit "D" Description of District Boundaries to be designated as ETJ
- Exhibit "E" Master Development Plan
- Exhibit "F" Master Development Standards
- Exhibit "G" Signage Requirements
- Exhibit "H" Design Criteria Review Committee and Procedures
- Exhibit "I" Covert Tract Plan and Architectural Depictions
- Exhibit "J" Form of Strategic Partnership Agreement
- Exhibit "K" Deed Restrictions for Covert Tract
- Exhibit "K1" Escrow Agreement

Appendix 1 Ordinances from the City of Bee Cave as of the date of the Agreement

[Signatures on following page]

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

The Effective Date of this Agreement is December 8, 2015.

CITY OF BEE CAVE, TEXAS,
a home rule municipality

By: *Caroline Murphy*
Name: Caroline Murphy
Title: Mayor

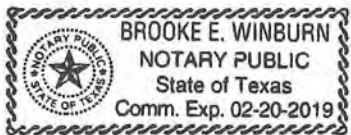
ATTEST:

Kaylynn Holloway
Kaylynn Holloway, City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §


This instrument was acknowledged before me the 19th day of January,
2015, by Caroline Murphy, Mayor of the City of Bee Cave,
Texas, a home rule municipality.

Brooke Winburn
Notary Public Signature




WS-COS DEVELOPMENT, LLC, a Delaware limited liability company

By: WSI (II)-COS, LLC, a Delaware limited liability company, its Managing Member

By: 
Michael L. Rafferty,
Authorized Signatory

WS-COS INVESTMENTS, LLC, a Delaware limited liability company

By: WSI (II)-COS, LLC, a Delaware limited liability company, its Managing Member

By: 
Michael L. Rafferty,
Authorized Signatory

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 8th day of December, 2015, by Michael L. Rafferty, authorized signatory of WSI (II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS Development, LLC, a Delaware limited liability company.



Michelle Joy Bryan
Notary Public Signature

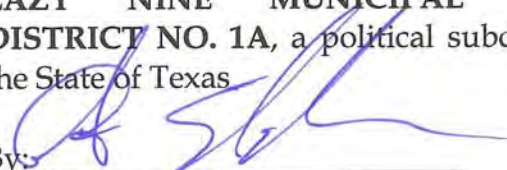
STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 8th day of December, 2015, by Michael L. Rafferty, authorized signatory of WSI (II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS Investments, LLC, a Delaware limited liability company.

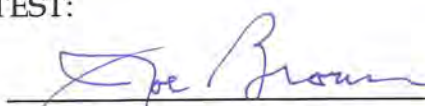


Michelle Joy Bryan
Notary Public Signature

LAZY NINE MUNICIPAL UTILITY
DISTRICT NO. 1A, a political subdivision of
the State of Texas

By: 
Name: C. A. Elder
Title: President

ATTEST:

By: 
Name: Joe Brown
Title: Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 8th day of December,
2015, by C. A. Elder, President of Lazy Nine Municipal Utility District No. 1A, a
political subdivision of the State of Texas.


Notary Public Signature



**MATTHEWS-BARNES BROTHERS
INVESTMENTS, LP, a Texas limited partnership**

By: DR Brothers Management, LLC,
a Texas limited company, its general partner

By: [Signature]
Rox B. Covert, Manager

By: [Signature]
Duke M. Covert, Manager

By: [Signature]
Danay C. Covert, Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

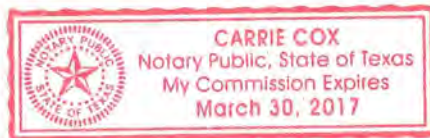
This instrument was acknowledged before me the 9 day of December 2015, by Rox B. Covert, Manager of DR Brothers Management, LLC, a Texas limited company, the general partner of MATTHEWS-BARNES BROTHERS INVESTMENTS, LP, a Texas limited partnership.



[Signature]
Notary Public Signature

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 9 day of December 2015, by Duke M. Covert, Manager of DR Brothers Management, LLC, a Texas limited company, the general partner of MATTHEWS-BARNES BROTHERS INVESTMENTS, LP, a Texas limited partnership.



[Signature]
Notary Public Signature

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 9 day of December, 2015, by Danay C. Covert, Manager of DR Brothers Management, LLC, a Texas limited company, the general partner of MATTHEWS-BARNES BROTHERS INVESTMENTS, LP, a Texas limited partnership.



Notary Public Signature

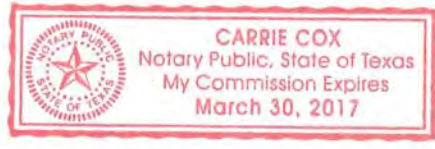


Exhibit "A" - The Eastland Tract

Sweetwater
392.847 Ac.

DESCRIPTION OF A 392.847 ACRE TRACT PREPARED BY DELTA SURVEY GROUP, INC. IN JUNE, 2011 AND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, THE E. HALLMAN SURVEY NO. 61, THE G. F. LUNSFORD SURVEY NO. 648, THE J. PALMER SURVEY NO. 636, THE J. C. DEGMAN SURVEY NO. 537, THE J. W. KAY SURVEY NO. 111 AND THE G. WOLFE SURVEY NO. 182, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A REMAINDER PORTION OF A 1379.351 ACRE TRACT CONVEYED TO WS-COS DEVELOPMENT, LLC. AS DESCRIBED IN DOCUMENT NUMBER 2011067827, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 392.847 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "Delta Survey" cap found in the south right-of-way (R.O.W) line of State Highway 71 (S.H. 71) (R.O.W varies), same being the northwest corner of a 136.059 acre tract conveyed to the Lake Travis Independent School District and described in Document Number 2010014061, Official Public Records, Travis County, Texas, also being a northeast corner of said 1379.351 acre tract, for the **POINT OF BEGINNING**;

THENCE leaving the south right-of-way line of said S.H. 71 and with the west and south lines of said 136.059 acre tract, same being east and north lines of said 1581.061 acre tract the following two (2) courses and distances:

1. S28°43'45"W a distance of 1737.58 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found, and
2. with the arc of a curve to the left at a distance of 1718.22 feet pass a 1/2 inch iron rod with plastic "Delta Survey" cap found for the southwest corner of said 136.059 acre tract, continuing a total arc distance of 2467.22 feet, through a central angle of 26°46'23", with a radius of 5280.00 feet, and whose chord bears S15°20'33"W, a distance of 2444.83 feet to a calculated point in the north line of a 327.341 acre tract conveyed to Henry R. Heffington and described in Volume 5246, Page 2045, Deed Records, Travis County, Texas, for the southeast corner of this tract;

THENCE with north lines of said 327.341 acre tract same being south lines of said 1379.351 acre tract the following nine (9) courses and distances:

1. S61°43'15"W a distance of 434.29 feet to a 60d nail found,
2. N87°59'39"W a distance of 263.77 feet to a 1/2 inch iron rod found,
1. N20°51'58"W a distance of 37.24 feet to a 1/2 inch iron rod found,
2. S74°30'29"W a distance of 90.15 feet to a 1/2 inch iron rod found,
3. S85°37'57"W a distance of 217.23 feet to a 1/2 inch iron rod found,

Sweetwater
392.847 Ac.

4. N15°42'17"E a distance of 943.61 feet to a calculated point,
5. N76°50'32"W a distance of 418.77 feet to a calculated point,
6. N77°21'15"W a distance of 456.94 feet to a 1/2 inch iron rod found,
7. N78°30'08"W a distance of 1231.99 feet to a 1/2 inch iron rod found,
8. N00°43'20"W a distance of 135.95 feet to a 1/2 inch iron rod found, and
9. N10°09'37"E a distance of 274.21 feet to a 1/2 inch iron rod found for a north corner of said 327.341 acre tract, same being a south corner of a 122.61 acre tract conveyed to Dudley D. McCalla and described in Volume 5337, Page 469, Deed Records, Travis County, Texas;

THENCE with east, north and west lines of said 122.61 acre tract, same being west, south and east lines of said 1379.351 acre tract the following nineteen (19) courses and distances:

1. N10°27'42"E a distance of 277.54 feet to a 60d nail found,
2. N19°26'09"E a distance of 267.71 feet to a 1/2inch iron rod found,
3. N36°57'55"E a distance of 506.99 feet to a 1/2inch iron rod found,
4. N30°10'57"W a distance of 421.73 feet to a 1/2inch iron rod found,
5. N12°47'11"E a distance of 1935.59 feet to a 1/2inch iron rod found,
6. S78°49'32"W a distance of 573.76 feet to a 1/2 inch iron rod with cap found,
7. S78°01'47"W a distance of 1277.53 feet to a nail found,
8. N73°36'28"W a distance of 46.13 feet to a 15 inch cedar found,
9. S20°37'21"W a distance of 6.36 feet to a fence post found,
10. N75°51'56"W a distance of 7.18 feet to a fence post found,
11. S62°17'31"W a distance of 52.21 feet to a 1/2 inch iron rod found,
12. S18°56'23"W a distance of 14.05 feet to a calculated point,
13. S78°04'22"W a distance of 2.08 feet to a cedar stake found,
14. S17°02'04"W a distance of 53.70 feet to a calculated point,
15. S18°56'23"W a distance of 236.25 feet to a 1/2 inch iron rod found,
16. S17°49'08"W a distance of 167.61 feet to a 1/2 inch iron rod found,
17. S14°05'49"W a distance of 163.49 feet to a 1/2 inch iron rod found,
18. S16°39'24"W a distance of 268.37 feet to a calculated point, and
19. S17°02'04"W a distance of 105.65 feet to a calculated point in said line;

THENCE leaving said common line and crossing the said remainder tract the following eight (8) courses and distances:

1. N14°11'47"W a distance of 756.47 feet to a calculated point,
2. N00°06'48"W a distance of 810.00 feet to a calculated point,
3. N17°44'05"W a distance of 571.00 feet to a calculated point,
4. N04°28'34"W a distance of 1298.00 feet to a calculated point,
5. N15°19'07"W a distance of 306.66 feet to a calculated point,
6. N25°50'50"W a distance of 437.68 feet to a calculated point,
7. N51°33'44"W a distance of 193.63 feet to a calculated point, and
8. N01°57'57"W a distance of 126.33 feet to a calculated point in the south ROW line of SH71, same being the north line of said remainder tract;

Sweetwater
392.847 Ac.

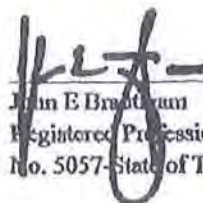
THENCE with said common line the following five (5) courses and distances:

1. with the arc of a curve to the right a distance of 1064.72 feet, through a central angle of 10°50'11", with a radius of 5629.58 feet, and whose chord bears S56°49'02"E, a distance of 1063.13 feet to a TxDOT Type I concrete monument found,
2. S51°23'09"E a distance of 1462.96 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found
3. S57°06'57"E a distance of 100.16 feet to a TxDot Type I concrete Monument found,
4. S51°23'09"E a distance of 3335.74 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found,
5. with the arc of a curve to the left a distance of 1298.19 feet, through a central angle of 48°51'31", with a radius of 1522.37 feet, and whose chord bears S75°48'18"E, a distance of 1259.21 feet to a TxDot Type I concrete Monument found, and
6. N79°54'08"E a distance of 710.32 feet to the **POINT OF BEGINNING** and containing 392.847 acres of land, more or less,

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during June 2011 and is true and correct to the best of my knowledge and belief.

Date: 7-11-11


John E Brautigam
Registered Professional Land Surveyor
No. 5057 - State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

DESCRIPTION OF A 10.658 ACRE TRACT PREPARED BY DELTA SURVEY GROUP, INC. IN JULY, 2011 AND LOCATED IN THE J. C. DEGMAN SURVEY NO. 537, TRAVIS COUNTY, TEXAS, AND BEING A REMAINDER PORTION OF A 1379.351 ACRE TRACT CONVEYED TO WS-COS DEVELOPMENT, LLC. AS DESCRIBED IN DOCUMENT NUMBER 2011067827, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 10.658 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "Delta Survey" cap found for the southwest corner of a 136.059 acre tract conveyed to the Lake Travis Independent School District (LTISD) and described in Document Number 2010014061, Official Public Records, Travis County, Texas, same being an east corner of said 1379.351 acre remainder tract;

THENCE with the south line of the said LTISD tract, same being a north line of said 1379.351 acre tract the following three (3) courses and distances:

1. S63°14'26"E a distance of 76.66 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found,
2. N87°22'51"E a distance of 686.46 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found, and
3. S70°38'29"E a distance of 275.62 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap found in the west line of an 8.862 acre tract conveyed to Cecil D. Perkins by deed of record in Volume 6859, Page 9, Deed Records, Travis County, Texas, same being an east line of said 1581.061 acre tract;

THENCE with said common line, S19°01'52"W a distance of 484.62 feet to a 1/2 inch iron rod found in the west line of said 8.862 acre tract, same being a northeast corner of a 327.341 acre tract conveyed to Henry R. Heffington and described in Volume 5246, Page 2045, Deed Records, Travis County, Texas;

THENCE leaving the west line of said 8.862 acre tract and with north lines of said 327.341 acre tract same being south lines of said 1379.351 acre tract the following five (5) courses and distances:

1. N30°12'36"W a distance of 114.76 feet to a 1/2 inch iron rod found,
2. N26°03'42"W a distance of 99.66 feet to a calculated point,
3. S77°43'44"W a distance of 496.82 feet to a calculated point,
4. S50°11'08"W a distance of 386.04 feet to a 1/2 inch iron rod found, and
5. S61°43'15"W a distance of 58.11 feet to a calculated point in said common line;

Sweetwater
10.658 Ac.

Page 2 of 3

THENCE leaving said common line and crossing the said 1379.351 acre tract with the arc of a curve to the right a distance 748.99 feet, through a central angle of 08°07'40", having a radius of 5280.00 feet and whose chord bears N06°01'12"E a distance of 748.37 feet to the **POINT OF BEGINNING** and containing 389.553 acres of land, more or less,

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during July 2011 and is true and correct to the best of my knowledge and belief.

Date: 7-5-11


John E Brautigam
Registered Professional Land Surveyor
No. 5057 - State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745



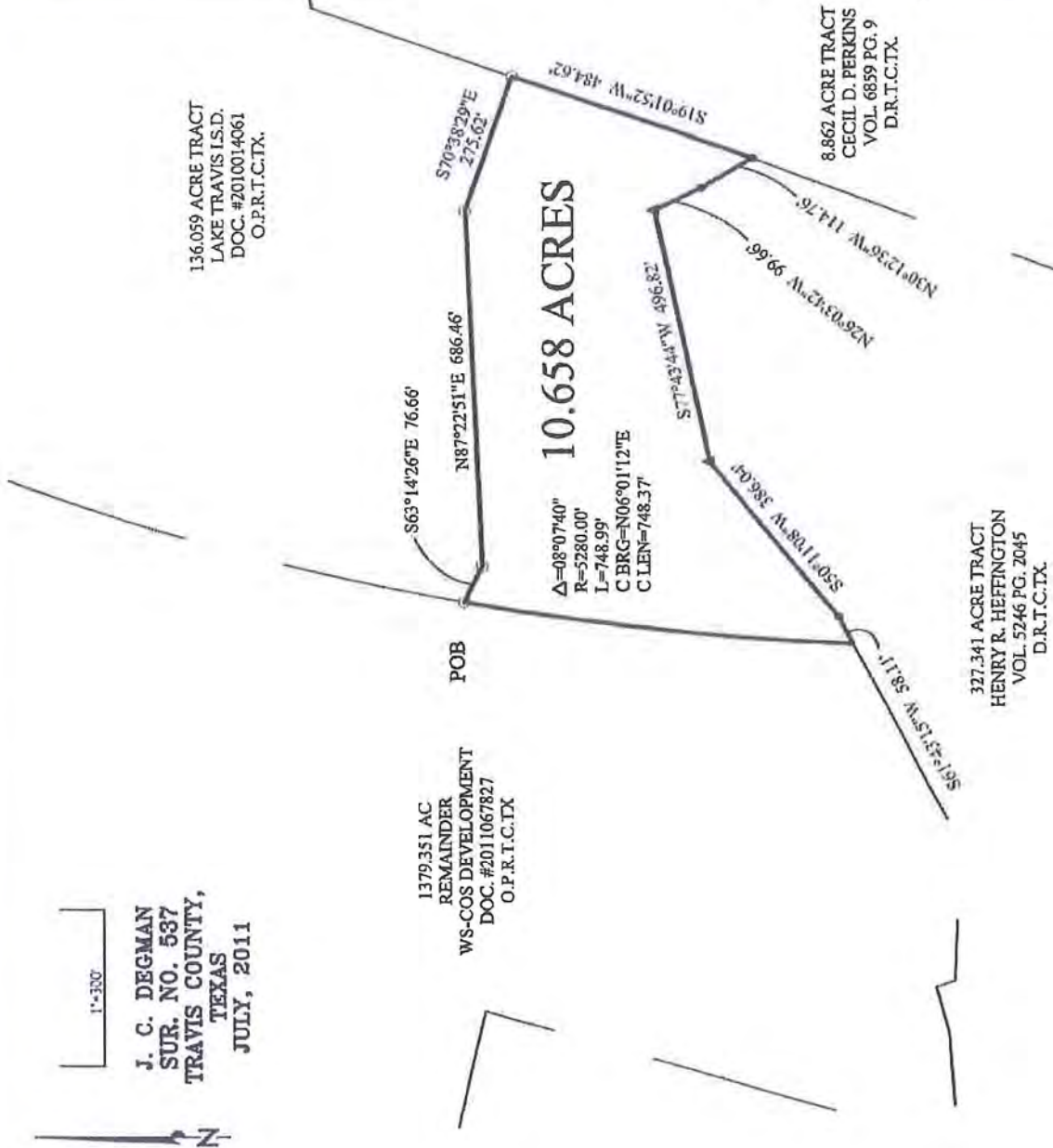
- LEGEND**
- ⊙ 1/2" IRON ROD WITH PLASTIC CAP FOUND
 - COTTON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND
 - NAIL FOUND
 - PROPERTY CORNER AS NOTED
 - △ CALCULATED POINT
 - R.M. ROCK MOUND
 - F.P. FENCE POST
 - L.O. LIVE OAK
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 R.P.R.T.C.TX. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING

BEARING BASIS:
 TEXAS STATE PLANE COORDINATE SYSTEM,
 CENTRAL ZONE, NAD83/89

Delta Survey Group Inc.
 8213 Brodie Lane Ste. 102 Austin, TX 78745
 office: (512) 282-5200 fax: (512) 282-5230
 WWW.DELTASURVEYGROUP.COM

QUAD SHINGLE HILLS
 PROJECT SWEETWATER
 DWG. 389-553 ac. 6-30-11

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SKETCH TO ACCOMPANY FIELD NOTES

Exhibit "B" - Description of Current District Boundaries

DESCRIPTION OF AN 870.93 ACRE TRACT (SAVE AND EXCEPT A 31.14 ACRE TRACT DESCRIBED BELOW, FOR A NET ACREAGE OF 839.79 ACRES) LOCATED IN THE ABRAM G. COMPTON SURVEY NO. 85, THE H. PRUETT SURVEY NO. 51, THE F. STERZING SURVEY NO. 62, THE SAM WILDY SURVEY NO. 527, THE C. J. STROTHER SURVEY NO. 606, THE J. H. LOHMAN SURVEY NO. 524, THE W. A. BARLOW SURVEY NO. 86, THE E. HALLMAN SURVEY NO. 61, THE G. F. LUNSFORD SURVEY NO. 648, THE J. PALMER SURVEY NO. 636, THE J. C. DEGMAN SURVEY NO. 537, THE J. W. KAY SURVEY NO. 111, AND THE G. WOLFE SURVEY NO. 182, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF 1,719.449 ACRES AS DESCRIBED IN HOUSE BILL NUMBER 3565, DATED JUNE 20, 2003, ALSO BEING A PORTION OF THAT 1379.351 ACRE (REMAINDER) TRACT CONVEYED TO WS-COS DEVELOPMENT IN DOCUMENT NO. 2011102858, ALSO BEING ALL OF THAT CALLED 392.847 ACRE TRACT CONVEYED TO WS-COS INVESTMENTS, LLC IN DOCUMENT NUMBER 2011110728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF THAT 10.568 ACRE TRACT CONVEYED TO WS-COS INVESTMENTS, LLC IN DOCUMENT NUMBER 2011110728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, A REMAINDER PORTION OF A CALLED 47.768 ACRE TRACT CONVEYED TO WS-COS INVESTMENTS, LLC IN DOCUMENT NUMBER 2011110728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALL OF SWEETWATER SECTION ONE, BLOCK B, LOT 17-A A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200600164, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 8.28 ACRE TRACT CONVEYED TO LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A, DESCRIBED IN DOCUMENT NUMBER 2014074469, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND ALSO BEING ALL OF THAT CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 839.79 NET ACRE TRACT, AS SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle with "Delta Survey" shiner found in the south line of the tract (Davenport Tract) conveyed to Mrs. O.H. Davenport by deed of record in Volume 1214, Page 472, Deed Records, Travis County, Texas, same being a south line of that 1379.351 acre (remainder) tract conveyed to WS-COS Development in Document No. 2011102858, Official Public Records, Travis County, Texas, also being a north line of Destiny Hills, Section 2 a subdivision of record in Document Number 201400230, Official Public Records, Travis County, Texas, from which a 1/2 inch iron rod found for a northeast corner of a called 333.609 acre tract conveyed to JPH Capital, LTD., and described in Document Number 2004153390, Official Public Records, Travis County, Texas, bears S39°51'41"W a distance of 268.20 feet;

THENCE leaving said common line and crossing the said Davenport Tract the following ninety-five (95) courses and distances:

1. N28°33'39"W, a distance of 207.38 feet to a cotton spindle with "Delta Survey" shiner found,
2. N61°26'21"E, a distance of 139.86 feet to a calculated point,
3. N28°33'39"W, a distance of 399.43 feet to a calculated point,
4. N39°59'46"W, a distance of 189.07 feet to a calculated point,
5. N50°00'14"E, a distance of 90.00 feet to a calculated point,
6. N39°59'46"W, a distance of 70.00 feet to a calculated point,
7. with a curve to the left a distance of 172.79 feet, through a central angle of 90°00'00", having a radius of 110.00 feet, and whose chord bears N05°00'14"E, a distance of 155.56 feet to a calculated point,
8. N39°59'46"W, a distance of 250.00 feet to a calculated point,
9. S50°00'14"W, a distance of 134.98 feet to a calculated point,
10. N59°58'45"W, a distance of 77.79 feet to a calculated point,
11. N50°18'03"W, a distance of 100.77 feet to a calculated point,
12. N34°48'06"W, a distance of 96.58 feet to a calculated point,
13. N18°42'59"W, a distance of 110.27 feet to a calculated point,
14. N35°24'03"W, a distance of 268.44 feet to a calculated point,
15. S54°35'57"W, a distance of 210.00 feet to a ½ inch iron rod with "Delta Survey" cap found,
16. N35°24'03"W, a distance of 149.26 feet to a calculated point,
17. With the arc of a curve to the left a distance of 82.91 feet, through a central angle of 4°25'08", having a radius of 1075.00 feet, and whose chord bears N37°36'37"W, a distance of 82.89 feet to a calculated point,
18. N39°49'11"W, a distance of 218.33 feet to a cotton spindle with "Delta Survey" shiner found,
19. N50°10'49"E, a distance of 219.69 feet to a calculated point,
20. N25°57'47"W, a distance of 147.89 feet to a calculated point,
21. N15°30'41"W, a distance of 147.67 feet to a calculated point,
22. N24°04'08"W, a distance of 201.87 feet to a calculated point,
23. N82°52'51"W, a distance of 22.46 feet to a calculated point,
24. with a curve to the left a distance of 51.46 feet, through a central angle of 26°48'09", having a radius of 110.00 feet, and whose chord bears N26°31'14"W, a distance of 50.99 feet to a calculated point;
25. N08°06'55"E, a distance of 193.38 feet to a calculated point,
26. S85°27'14"W, a distance of 165.29 feet to a calculated point,
27. N66°46'55"W, a distance of 80.03 feet to a calculated point,
28. with a curve to the left a distance of 191.60 feet, through a central angle of 20°54'35", having a radius of 525.00 feet, and whose chord bears N07°17'53"E, a distance of 190.53 feet to a calculated point,
29. N03°09'24"W, a distance of 300.42 feet to a calculated point,
30. S86°50'36"W, a distance of 260.00 feet to a calculated point,
31. S03°09'24"E, a distance of 140.00 feet to a ½ inch iron rod with "Delta Survey" cap found,
32. S86°50'36"W, a distance of 94.04 feet to a calculated point,

33. With the arc of a curve to the left a distance of 172.31 feet, through a central angle of $26^{\circ}19'40''$, having a radius of 375.00 feet, and whose chord bears $S73^{\circ}40'46''W$, a distance of 170.80 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
34. $N39^{\circ}20'00''W$, a distance of 173.63 feet to a calculated point,
35. $S52^{\circ}30'51''W$, a distance of 196.70 feet to a calculated point,
36. $S37^{\circ}06'32''W$, a distance of 217.09 feet to a calculated point,
37. $S59^{\circ}04'16''W$, a distance of 211.61 feet to a calculated point,
38. $S12^{\circ}54'11''W$, a distance of 140.04 feet to a calculated point,
39. $S89^{\circ}42'32''E$, a distance of 271.88 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
40. $S38^{\circ}04'35''W$, a distance of 190.98 feet to a calculated point,
41. $S51^{\circ}55'25''E$, a distance of 129.91 feet to a calculated point,
42. $S39^{\circ}10'45''E$, a distance of 32.32 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
43. $S50^{\circ}49'15''W$, a distance of 798.14 feet to a calculated point,
44. $S82^{\circ}56'33''W$, a distance of 152.44 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
45. $N07^{\circ}03'27''W$, a distance of 190.00 feet to a calculated point,
46. $S82^{\circ}56'33''W$, a distance of 102.08 feet to a calculated point,
47. $N07^{\circ}03'27''W$, a distance of 140.00 feet to a calculated point,
48. $S82^{\circ}56'33''W$, a distance of 194.77 feet to a cotton spindle with "Delta Survey" shiner found,
49. $N04^{\circ}42'00''W$, a distance of 33.64 feet to a calculated point,
50. $N25^{\circ}52'00''E$, a distance of 66.12 feet to a calculated point,
51. $N40^{\circ}00'34''E$, a distance of 287.22 feet to a calculated point,
52. $N29^{\circ}03'34''E$, a distance of 140.27 feet to a calculated point,
53. $N17^{\circ}36'02''E$, a distance of 143.48 feet to a calculated point,
54. $N06^{\circ}08'29''E$, a distance of 143.48 feet to a calculated point,
55. $N05^{\circ}19'04''W$, a distance of 91.24 feet to a calculated point,
56. $N08^{\circ}26'33''W$, a distance of 98.45 feet to a calculated point,
57. $N06^{\circ}01'03''W$, a distance of 106.10 feet to a calculated point,
58. $N72^{\circ}22'10''E$, a distance of 220.29 feet to a calculated point,
59. $N19^{\circ}40'55''E$, a distance of 232.69 feet to a calculated point,
60. $N29^{\circ}18'55''E$, a distance of 419.69 feet to a calculated point,
61. $N19^{\circ}48'05''E$, a distance of 68.78 feet to a calculated point,
62. $N16^{\circ}42'24''E$, a distance of 128.02 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
63. $S73^{\circ}17'36''E$, a distance of 65.80 feet to a calculated point,
64. $S44^{\circ}20'11''E$, a distance of 58.00 feet to a calculated point,
65. $S73^{\circ}17'36''E$, a distance of 129.06 feet to a calculated point,
66. $S63^{\circ}40'28''E$, a distance of 173.07 feet to a calculated point,
67. $N75^{\circ}14'00''E$, a distance of 186.34 feet to a calculated point,
68. $N57^{\circ}13'34''E$, a distance of 163.20 feet to a calculated point,
69. $N39^{\circ}13'08''E$, a distance of 108.45 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
70. $S31^{\circ}09'07''E$, a distance of 22.72 feet to a calculated point,

71. S17°36'03"E, a distance of 32.95 feet to a calculated point,
72. S60°55'09"E, a distance of 285.35 feet to a calculated point,
73. N44°56'00"E, a distance of 377.79 feet to a calculated point,
74. N29°12'51"W, a distance of 171.34 feet to a calculated point,
75. N09°28'00"E, a distance of 89.51 feet to a calculated point,
76. N80°32'00"W, a distance of 166.13 feet to a calculated point,
77. N09°28'00"E, a distance of 55.04 feet to a calculated point,
78. with a curve to the left a distance of 111.75 feet, through a central angle of 60°58'42", having a radius of 105.00 feet, and whose chord bears N23°23'34"E, a distance of 106.55 feet to a calculated point,
79. N54°28'00"E, a distance of 152.67 feet to a calculated point,
80. N35°32'00"W, a distance of 140.29 feet to a calculated point,
81. N80°32'00"W, a distance of 224.40 feet to a ½ inch iron rod with "Delta Survey" cap found,
82. N09°28'00"E, a distance of 147.53 feet to a calculated point,
83. N10°33'47"W, a distance of 194.22 feet to a calculated point,
84. N04°00'05"E, a distance of 518.27 feet to a calculated point,
85. N78°14'45"W, a distance of 47.10 feet to a calculated point,
86. N49°04'32"W, a distance of 73.41 feet to a calculated point,
87. N27°14'18"W, a distance of 58.56 feet to a calculated point,
88. N41°06'26"W, a distance of 61.40 feet to a calculated point,
89. N84°44'06"W, a distance of 44.36 feet to a calculated point,
90. N58°25'48"W, a distance of 25.93 feet to a calculated point,
91. N40°15'34"W, a distance of 48.39 feet to a cotton spindle with "Delta Survey" shiner found,
92. N86°34'56"W, a distance of 80.06 feet to a calculated point,
93. S47°05'02"W, a distance of 80.63 feet to a calculated point,
94. S47°05'02"W, a distance of 27.48 feet to a calculated point, and
95. N67°34'42"W, a distance of 161.22 feet to a calculated point in the south right-of-way (ROW) of Pedernales Summit Parkway (70' ROW);

THENCE continuing across said Davenport Tract with the south ROW line of said Pedernales Summit Parkway the following eleven (11) courses and distances:

1. S71°13'33"W, a distance of 347.05 feet to a ½ inch iron rod with "Delta Survey" cap found,
2. With the arc of a curve to the right a distance of 426.14 feet, through a central angle of 29°14'27", having a radius of 835.00 feet, and whose chord bears S85°50'47"W, a distance of 421.53 feet to a ½ inch iron rod with "Delta Survey" cap found,
3. N79°31'59"W, a distance of 225.74 feet to a ½ inch iron rod with "Delta Survey" cap found,
4. With the arc of a curve to the left a distance of 286.36 feet, through a central angle of 29°02'23", having a radius of 565.00 feet, and whose chord bears S85°56'49"W, a distance of 283.31 feet to a ½ inch iron rod with "Delta Survey" cap found,

5. S71°25'37"W, a distance of 154.46 feet to a ½ inch iron rod with "Delta Survey" cap found,
6. With the arc of a curve to the right a distance of 393.21 feet, through a central angle of 35°28'45", having a radius of 635.00 feet, and whose chord bears S89°10'00"W, a distance of 386.96 feet to a ½ inch iron rod with "Delta Survey" cap found,
7. N73°05'37"W, a distance of 1014.61 feet to a ½ inch iron rod with "Delta Survey" cap found,
8. With the arc of a curve to the left a distance of 138.40 feet, through a central angle of 8°48'38", having a radius of 900.00 feet, and whose chord bears N77°29'56"W, a distance of 138.26 feet to a ½ inch iron rod with "Delta Survey" cap found,
9. N81°54'15"W, a distance of 116.17 feet to a ½ inch iron rod with "Delta Survey" cap found,
10. With the arc of a curve to the right a distance of 370.18 feet, through a central angle of 21°51'57", having a radius of 970.00 feet, and whose chord bears N70°58'17"W, a distance of 367.94 feet to a ½ inch iron rod with "Delta Survey" cap found, and
11. N60°02'19"W, at distance of 431.78 feet passing a ½ inch iron rod with "Delta Survey" cap found at the west terminus of said Pedernales Summit Parkway for a total distance of 739.44 feet to a calculated point,

THENCE continuing across said Davenport Tract the following sixty-one (61) courses and distances:

1. With the arc of a curve to the right a distance of 624.87 feet, through a central angle of 55°30'26", having a radius of 645.00 feet, and whose chord bears N32°17'06"W, a distance of 600.71 feet to a ½ inch iron rod with "Delta Survey" cap found,
2. N04°31'53"W, a distance of 675.75 feet to a ½ inch iron rod with "Delta Survey" cap found,
3. With the arc of a curve to the left a distance of 295.60 feet, through a central angle of 11°17'28", having a radius of 1500.00 feet, and whose chord bears N10°10'37"W, a distance of 295.12 feet to a ½ inch iron rod with "Delta Survey" cap found,
4. N15°48'58"W, a distance of 495.80 feet to a ½ inch iron rod with "Delta Survey" cap found,
5. S74°11'02"W, a distance of 175.05 feet to a calculated point,
6. With the arc of a curve to the right a distance of 90.46 feet, through a central angle of 23°02'05", having a radius of 225.00 feet, and whose chord bears S85°42'05"W, a distance of 89.85 feet to a calculated point,
7. N82°46'53"W, a distance of 100.36 feet to a ½ inch iron rod with "Delta Survey" cap found,
8. N07°13'07"E, a distance of 113.59 feet to a ½ inch iron rod with "Delta Survey" cap found,
9. N74°56'53"W, a distance of 281.31 feet to a calculated point,
10. N89°55'47"W, a distance of 118.15 feet to a calculated point,
11. S47°05'55"W, a distance of 177.13 feet to a ½ inch iron rod with "Delta Survey" cap found,
12. S04°07'36"W, a distance of 112.43 feet to a calculated point,

13. S07°58'55"E, a distance of 108.26 feet to a calculated point,
14. S07°13'07"W, a distance of 223.33 feet to a calculated point,
15. S82°46'53"E, a distance of 120.00 feet to a ½ inch iron rod with "Delta Survey" cap found,
16. S07°13'07"W, a distance of 313.67 feet to a calculated point,
17. With the arc of a curve to the right a distance of 103.61 feet, through a central angle of 26°23'03", having a radius of 225.00 feet, and whose chord bears S20°24'39"W, a distance of 102.70 feet to a ½ inch iron rod with "Delta Survey" cap found,
18. N43°33'27"W, a distance of 112.72 feet to a calculated point,
19. S48°22'22"W, a distance of 107.60 feet to a calculated point,
20. S48°27'58"W, a distance of 104.49 feet to a calculated point,
21. S39°46'48"W, a distance of 80.13 feet to a calculated point,
22. S29°57'28"W, a distance of 85.07 feet to a calculated point,
23. S20°08'09"W, a distance of 85.07 feet to a calculated point,
24. S10°18'49"W, a distance of 85.07 feet to a calculated point,
25. S00°29'29"W, a distance of 85.07 feet to a calculated point,
26. S09°19'50"E, a distance of 85.07 feet to a calculated point,
27. S19°09'10"E, a distance of 85.07 feet to a calculated point,
28. S28°58'30"E, a distance of 61.08 feet to a calculated point,
29. S33°15'56"E, a distance of 337.87 feet to a calculated point,
30. S41°23'03"E, a distance of 77.66 feet to a calculated point,
31. S51°12'23"E, a distance of 85.07 feet to a calculated point,
32. S61°01'43"E, a distance of 85.07 feet to a calculated point,
33. S70°51'02"E, a distance of 81.07 feet to a calculated point,
34. S79°45'18"E, a distance of 125.92 feet to a ½ inch iron rod with "Delta Survey" cap found,
35. S79°45'24"W, a distance of 30.01 feet to a calculated point,
36. S76°45'20"W, a distance of 62.61 feet to a calculated point,
37. S73°45'15"W, a distance of 62.61 feet to a calculated point,
38. S70°45'11"W, a distance of 26.74 feet to a calculated point,
39. S81°10'29"W, a distance of 156.22 feet to a calculated point,
40. S60°18'23"W, a distance of 119.48 feet to a calculated point,
41. S23°13'57"W, a distance of 154.24 feet to a calculated point,
42. S13°50'28"E, a distance of 154.24 feet to a calculated point,
43. S50°54'54"E, a distance of 154.24 feet to a calculated point,
44. S87°59'19"E, a distance of 154.24 feet to a calculated point,
45. N54°56'15"E, a distance of 25.76 feet to a calculated point,
46. S62°02'39"E, a distance of 162.22 feet to a calculated point,
47. N75°56'20"E, a distance of 23.06 feet to a ½ inch iron rod with "Delta Survey" cap found,
48. S02°21'17"E, a distance of 146.77 feet to a calculated point,
49. S41°22'21"E, a distance of 158.44 feet to a calculated point,
50. S78°26'46"E, a distance of 4.08 feet to a calculated point,
51. S25°27'16"W, a distance of 130.95 feet to a calculated point,
52. S11°37'09"E, a distance of 154.24 feet to a calculated point,

53. S48°41'35"E, a distance of 148.64 feet to a calculated point,
54. S57°04'07"W, a distance of 3.42 feet to a calculated point,
55. S11°39'33"E, a distance of 252.56 feet to a calculated point,
56. with a curve to the left a distance of 152.38 feet, through a central angle of 31°44'52", having a radius of 275.00 feet, and whose chord bears N72°56'33"E, a distance of 150.44 feet to a cotton spindle with "Delta Survey" spindle found,
57. N57°04'07"E, a distance of 228.53 feet to a calculated point,
58. With the arc of a curve to the left a distance of 35.66 feet, through a central angle of 5°26'56", having a radius of 375.00 feet, and whose chord bears N54°20'39"E, a distance of 35.65 feet to a calculated point;
59. S46°02'33"E, a distance of 73.35 feet to a ½ inch iron rod with "Delta Survey" cap found,
60. N43°57'27"E, a distance of 50.00 feet to a calculated point, and
61. S01°29'17"W, a distance of 377.62 feet to a calculated point in the north line of a 1128.30 acre tract conveyed to Preservation Ranch Limited Partnership, LLP in Document Number 199028310 and described in Volume 3236, Page 1167, Deed Records, Travis County, Texas, same being a south line of said Davenport Tract and said WS-COS (remainder) tract;

THENCE with said common line, S88°11'31"W a distance of 596.14 feet to a calculated point;

THENCE leaving said common line and crossing said Davenport Tract the following twenty-one (21) courses and distances:

1. N36°19'32"E a distance of 140.54 feet to a ½ inch iron rod with "Delta Survey" cap found,
2. N07°29'19"W a distance of 304.38 feet to a calculated point,
3. N57°45'30"W a distance of 53.15 feet to a calculated point,
4. With the arc of a curve to the left a distance of 201.82 feet, through a central angle of 30°50'08", with a radius of 375.00 feet, and whose chord bears N73°10'34"W, a distance of 199.39 feet to a ½ inch iron rod with "Delta Survey" cap found,
5. N06°15'22"W a distance of 123.35 feet to a ½ inch iron rod with "Delta Survey" cap found,
6. S83°44'38"W a distance of 96.10 feet to a calculated point,
7. S73°06'11"W a distance of 45.15 feet to a ½ inch iron rod with "Delta Survey" cap found,
8. N25°58'17"W a distance of 76.87 feet to a calculated point,
9. N02°10'45"W a distance of 36.70 feet to a calculated point,
10. N05°19'20"W a distance of 98.80 feet to a calculated point,
11. N49°08'11"W a distance of 184.99 feet to a calculated point,
12. S87°02'57"W a distance of 184.99 feet to a calculated point,
13. S43°14'05"W a distance of 184.99 feet to a calculated point,
14. S00°34'47"E a distance of 177.25 feet to a calculated point,
15. S41°02'20"E a distance of 208.31 feet to a ½ inch iron rod with "Delta Survey" cap found,

16. S27°36'14"E a distance of 113.56 feet to a calculated point,
17. N76°50'49"W a distance of 145.94 feet to a calculated point,
18. N80°36'11"W a distance of 100.03 feet to a ½ inch iron rod with "Delta Survey" cap found,
19. S55°34'57"W a distance of 184.99 feet to a calculated point,
20. S11°46'05"W a distance of 184.99 feet to a calculated point, and
21. S32°02'47"E a distance of 166.56 feet to a ½ inch iron rod with "Delta Survey" cap found in a north line of said 1128.30 acre tract, same being a south line of said Davenport Tract and said WS-COS (remainder) tract;

THENCE with said common line S88°11'31"W a distance of 61.77 feet to ½ inch iron rod with "Delta Survey" cap found for a southwest corner of said WS-COS (remainder) tract same being a southeast corner of a tract conveyed to RGK Liquidating Trust No. 2 as described in Document Number 2010195709, Official Public Records, Travis County, Texas;

THENCE with an east line of said RGK tract, same being a west line of said WS-COS (remainder) tract and crossing said Davenport Tract the following fourteen (14) courses and distances:

1. N20°33'56"W a distance of 692.02 feet to a ½ inch iron rod with "Delta Survey" cap found,
2. S86°11'40"E a distance of 374.80 feet to a ½ inch iron rod with "Delta Survey" cap found,
3. N00°53'43"E a distance of 270.95 feet to a ½ inch iron rod with "Delta Survey" cap found,
4. N33°27'24"E a distance of 442.83 feet to a ½ inch iron rod with "Delta Survey" cap found,
5. N06°52'30"E a distance of 314.50 feet to a ½ inch iron rod with "Delta Survey" cap found,
6. N05°24'50"W a distance of 269.01 feet to a ½ inch iron rod with "Delta Survey" cap found,
7. N33°23'51"W a distance of 629.68 feet to a ½ inch iron rod with "Delta Survey" cap found,
8. N07°29'08"E a distance of 730.02 feet to a ½ inch iron rod with "Delta Survey" cap found,
9. N10°25'39"E a distance of 678.93 feet to a ½ inch iron rod with "Delta Survey" cap found,
10. N49°40'57"E a distance of 338.23 feet to a ½ inch iron rod with "Delta Survey" cap found,
11. N70°26'56"E a distance of 429.82 feet to a ½ inch iron rod with "Delta Survey" cap found,
12. N48°25'04"W a distance of 157.89 feet to a ½ inch iron rod with "Delta Survey" cap found,
13. N41°34'56"E, at a distance of 100.00 feet passing a calculated point for a east corner of said RGK tract, same being a south corner of a called 10.915 acre tract described in

- Document Number 2010087965, Official Public Records, Travis County, Texas, same being a north corner of said WS-COS (remainder) tract, and being a southwest corner of a remainder of a called 47.768 acres tract conveyed to WS-COS Investment, LLC., described in Document Number 2011110728, Official Public Records, Travis County, Texas, continuing across said Davenport tract with west lines of said remainder of 47.768 acres, same being east lines of said 10.915 acres tract, and
14. N46°27'40"W, a distance of 1374.74 feet to a calculated point for a northwest corner of said 10.915 acre tract, same being a southeast corner of a called 13.929 acre tract described in Document Number 2012087964 and also being a west corner of said remainder of 47.768 acres tract;

THENCE continuing across said Davenport Tract, with the east line of said 13.929 acre tract, same being a west line of said remainder of 47.768 acres tract, N01°45'50"W, a distance of 96.49 feet to a 1/2 inch iron pipe found for the southwest corner of a called 5.541 acre tract conveyed to Diane P. Moore and described in Document Number 2004179177, Official Public Records, Travis County, Texas, same being a north corner of said Davenport Tract and also being the northwest corner of said remainder of 47.768 acres tract;

THENCE with a north lines of said Davenport Tract, same being the north lines of said remainder of 47.768 acres tract, same being the south line of said 5.541 acre tract and south lines of a called 7.04 acre tract conveyed to Margie and Robert Lemons and described in the following five (5) courses and distances:

1. S89°40'18"E, a distance of 519.73 feet to a calculated point,
2. S86°12'25"E, a distance of 198.19 feet to a 1/2 inch iron rod found,
3. S79°48'18"E, a distance of 143.52 feet to a 1/2 inch iron rod found,
4. S88°06'26"E, a distance of 139.04 feet to a 1/2 inch iron rod found, and
5. N83°38'08"E, a distance of 181.78 feet to a cedar fence post found for the southeast corner of said 7.04 acre tract, same being a southwest corner of a portion of said WS-COS (remainder) tract;

THENCE leaving the north line of said remainder of 47.768 acres tract, with the east line of said 7.04 acres tract, same being a west line of said WS-COS (remainder) tract and with said Davenport Tract, N00°21'55"W, a distance of 19.21 feet to a 1/2 inch iron rod with "Delta Survey" cap found;

THENCE continuing with the north line of said Davenport Tract, crossing said WS-COS (remainder) tract, crossing said Pedernales Summit Parkway and with south lines of a called 3.525 acre tract conveyed to WS-COS Investment, LLC., described in Document Number 2011110728, Official Public Records, Travis County, Texas, a called 0.652 acre tract and a called 1.117 acre tract conveyed to Sharon L. Hanson, Brenda E. Tillman and Michael Tillman, described in Document Numbers 2012210032 and 201221033, Official Public Records, Travis County, Texas and a remainder of a called 1.156 acre tract conveyed to Robert E. Teaford, described in Document Number 2009177184, Official Public Records, Travis County, Texas, same being the north line of Sweetwater Section One, Block B, Lot 17-A a subdivision of record

in Document Number 200600164, Official Public Records, Travis County, Texas the following six (6) courses and distances:

1. S89°40'18"E, a distance of 421.19 feet to a cotton spindle found,
2. S80°21'29"E, a distance of 25.57 feet to a fence post,
3. S85°55'32"E, a distance of 58.04 feet to a fence post,
4. S84°49'21"E, a distance of 60.45 feet to a fence post,
5. S87°51'32"E, a distance of 91.55 feet to a fence post, and
6. N88°03'14"E, a distance of 208.86 feet to a 1/2 inch iron pipe found for a northwest corner of a 5.37 acre tract conveyed to Chopper Dan Holdings, LLC, described in Document Number 2009056911, Official Public Records, Travis County, Texas, same being a northeast corner of said Lot 17-A;

THENCE with west and south lines of said 5.37 acre tract, same being east and north lines of said Davenport Tract the following two (2) courses and distances:

1. S01°58'31"E a distance of 471.72 feet to a 3/4 inch iron pipe found, and
2. N88°28'28"E a distance of 777.61 feet to a 1/2 inch iron rod found in the south right-of-way line of said S.H. 71, same being the east corner of said 5.375 acre tract, also being a north corner of said Davenport Tract;

THENCE with the south right-of-way line of said S.H. 71, same being north lines of said Davenport Tract with the arc of a curve to the right a distance of 113.88 feet, through a central angle of 1°45'15", with a radius of 3719.72 feet, and whose chord bears S48°37'10"E, a distance of 113.88 feet to a concrete TxDOT Type I monument found;

THENCE continuing with the said common line, S47°44'33"E, a distance of 149.15 feet to a 1/2 inch iron rod with "Delta Survey" cap found;

THENCE leaving said common line and crossing the said Davenport Tract and said WS-COS (remainder) tract the following forty-eight (48) courses and distances:

1. S42°01'52"W, a distance of 302.85 feet to a calculated point,
2. N47°58'08"W, a distance of 50.00 feet to a calculated point,
3. S89°27'46"W, a distance of 296.40 feet to a calculated point,
4. N20°20'07"E, a distance of 1.04 feet to a calculated point,
5. N23°28'45"W, a distance of 142.49 feet to a calculated point,
6. S66°31'15"W, a distance of 132.02 feet to a calculated point,
7. thence with a curve to the left a distance of 21.60 feet, through a central angle of 11°14'56", having a radius of 110.00 feet, and whose chord bears N56°08'22"W, a distance of 21.56 feet to a calculated point;
8. N01°12'02"E, a distance of 132.02 feet to a calculated point,
9. N88°47'58"W, a distance of 142.49 feet to a calculated point,
10. S47°23'10"W, a distance of 153.97 feet to a calculated point,
11. S17°27'29"W, a distance of 45.06 feet to a calculated point,

12. S76°19'44"W, a distance of 138.98 feet to a calculated point,
13. S22°30'04"W, a distance of 278.63 feet to a calculated point,
14. N85°26'42"W, a distance of 56.65 feet to a calculated point,
15. S50°47'41"W, a distance of 184.96 feet to a calculated point,
16. S06°58'49"W, a distance of 203.07 feet to a calculated point,
17. S23°25'53"W, a distance of 41.21 feet to a calculated point,
18. S62°36'03"W, a distance of 45.35 feet to a calculated point,
19. S74°11'02"W, a distance of 53.53 feet to a calculated point,
20. N82°50'53"W, a distance of 9.84 feet to a calculated point,
21. S07°09'07"W, a distance of 82.90 feet to a calculated point,
22. With the arc of a curve to the left a distance of 186.40 feet, through a central angle of 22°58'05", having a radius of 465.00 feet, and whose chord bears S04°19'55"E, a distance of 185.16 feet to a calculated point;
23. S15°48'58"E, a distance of 664.40 feet to a calculated point,
24. thence with a curve to the right a distance of 309.39 feet, through a central angle of 11°17'28", having a radius of 1570.00 feet, and whose chord bears S10°10'37"E, a distance of 308.89 feet to a calculated point;
25. S04°31'53"E, a distance of 675.75 feet to a calculated point,
26. With the arc of a curve to the left a distance of 409.85 feet, through a central angle of 40°50'23", having a radius of 575.00 feet, and whose chord bears S24°57'05"E, a distance of 401.23 feet to a calculated point;
27. thence with a compound curve to the left a distance of 147.20 feet, through a central angle of 14°40'03", having a radius of 575.00 feet, and whose chord bears S52°42'18"E, a distance of 146.79 feet to a calculated point;
28. S60°02'19"E, at a distance of 307.71 feet passing a ½ inch iron rod with "Delta Survey" cap found at the northwest terminus of said Pedernales Summit Parkway, continuing across said Davenport Tract, a total distance of 739.49 feet to a ½ inch iron rod with "Delta Survey" cap found,
29. With the arc of a curve to the left a distance of 343.47 feet, through a central angle of 21°51'57", having a radius of 900.00 feet, and whose chord bears S70°58'17"E, a distance of 341.39 feet to a ½ inch iron rod with "Delta Survey" cap found ;
30. S81°54'15"E, a distance of 116.17 feet to a ½ inch iron rod with "Delta Survey" cap found,
31. With the arc of a curve to the right a distance of 149.16 feet, through a central angle of 8°48'38", having a radius of 970.00 feet, and whose chord bears S77°29'56"E, a distance of 149.01 feet to a ½ inch iron rod with "Delta Survey" cap found,
32. S73°05'37"E, a distance of 1014.61 feet to a ½ inch iron rod with "Delta Survey" cap found,
33. With the arc of a curve to the left a distance of 349.86 feet, through a central angle of 35°28'45", having a radius of 565.00 feet, and whose chord bears N89°10'00"E, a distance of 344.30 feet to a ½ inch iron rod with "Delta Survey" cap found,
34. N71°25'37"E, a distance of 154.46 feet to a ½ inch iron rod with "Delta Survey" cap found,

35. With the arc of a curve to the right a distance of 321.84 feet, through a central angle of $29^{\circ}02'23''$, having a radius of 635.00 feet, and whose chord bears $N85^{\circ}56'49''E$, a distance of 318.41 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
36. $S79^{\circ}31'59''E$, a distance of 225.74 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
37. With the arc of a curve to the left a distance of 390.42 feet, through a central angle of $29^{\circ}14'27''$, having a radius of 765.00 feet, and whose chord bears $N85^{\circ}50'47''E$, a distance of 386.19 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
38. $N71^{\circ}13'33''E$, a distance of 714.61 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
39. $N71^{\circ}13'33''E$, a distance of 318.19 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
40. With the arc of a curve to the left a distance of 380.38 feet, through a central angle of $38^{\circ}34'27''$, having a radius of 565.00 feet, and whose chord bears $N51^{\circ}56'20''E$, a distance of 373.24 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
41. $N32^{\circ}39'06''E$, a distance of 124.47 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
42. With the arc of a curve to the left a distance of 59.90 feet, through a central angle of $7^{\circ}53'21''$, having a radius of 435.00 feet, and whose chord bears $N28^{\circ}42'26''E$, a distance of 59.85 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
43. $N24^{\circ}45'45''E$, a distance of 254.27 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
44. With the arc of a curve to the left a distance of 29.90 feet, through a central angle of $5^{\circ}42'38''$, having a radius of 300.00 feet, and whose chord bears $N21^{\circ}54'26''E$, a distance of 29.89 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
45. $N19^{\circ}03'07''E$, a distance of 70.57 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
46. With the arc of a curve to the right a distance of 29.90 feet, through a central angle of $5^{\circ}42'38''$, having a radius of 300.00 feet, and whose chord bears $N21^{\circ}54'26''E$, a distance of 29.89 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,
47. $N24^{\circ}45'45''E$, a distance of 24.01 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found, and
48. $N21^{\circ}02'14''W$, a distance of 35.15 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found in the south ROW line of said S.H. 71, same being a north line of said WS-COS (remainder) tract;

THENCE with the north line of said Davenport Tract, same being the south ROW line of said S.H. 71, and also being north lines of said WS-COS (remainder) tract, said 392.847 acre tract and said 136.069 acre tract the following eight (8) courses and distances:

1. with the arc of a curve to the right a distance of 1516.59 feet, through a central angle of $15^{\circ}26'07''$, having a radius of 5629.58 feet, and whose chord bears $S59^{\circ}06'59''E$, a distance of 1512.01 feet to a TxDoT type I monument found,
2. $S51^{\circ}23'09''E$ a distance of 1462.96 feet to a $\frac{1}{2}$ inch iron rod with "Delta Survey" cap found,

3. S57°06'57"E a distance of 100.16 feet to a TxDoT type I monument found,
4. S51°23'09"E a distance of 3335.74 feet to a ½ inch iron rod with "Delta Survey" cap found,
5. with the arc of a curve to the left a distance of 1298.19 feet, through a central angle of 48°51'31", having a radius of 1522.37 feet, and whose chord bears S75°48'18"E, a distance of 1259.21 feet to a TxDoT type I monument found,
6. N79°54'05"E a distance of 986.63 feet to a ½ inch iron rod with "Delta Survey" cap found,
7. with the arc of a curve to the right a distance of 1531.04 feet, through a central angle of 15°33'19", having a radius of 5639.33 feet, and whose chord bears N87°39'02"E, a distance of 1526.34 feet to a TxDoT type I monument found, and
8. S84°33'47"E a distance of 168.86 feet to a ½ inch iron rod with "Delta Survey" cap found for the northeast corner of said Davenport Tract, same being the northeast corner of said 136.059 acre tract and also being the northwest corner of a called 4.81 acre tract conveyed to 22.52 Bella Colinas, J.V., described in Document Number 2014011236, Official Public Records, Travis County, Texas;

THENCE with east lines of said Davenport Tract, same being east lines of said 136.059 acre tract and said 10.568 acre tract, same being west lines of said 4.81 acre tract, Bella Colinas, Section One a subdivision of record in Document Number 201300150, Official Public Records, Travis County, Texas, and a called 8.862 acre tract conveyed to Cecil D. Perkins, described in Volume 6859, Page 9, Deed Records, Travis County, Texas the following seven (7) courses and distances:

1. S28°16'40"W a distance of 1467.37 feet to a ½ inch iron rod with cap found,
2. S27°20'35"W a distance of 741.44 feet to a ½ inch iron rod found,
3. S26°43'24"W a distance of 341.44 feet to a ½ inch iron rod found,
4. S25°37'09"W a distance of 291.31 feet to a ½ inch iron rod found,
5. S18°28'45"W a distance of 297.91 feet to a ½ inch iron rod found,
6. S80°09'50"W a distance of 824.45 feet to a ½ inch iron rod found, and
7. S19°01'48"W a distance of 891.57 feet to a ½ inch iron rod found for the northeast corner of that 58.774 acre tract conveyed to Creeks Edge, Ltd, and recorded in Document No. 2008064006, Official Public Records, Travis County, Texas, same being the southeast corner of the said 10.568 acre tract;

THENCE with the south line of the said 10.568 acre tract and the said 392.847 acre tract, same being the north line of the said 58.774 acre tract the following nine (9) courses and distances:

1. N30°12'36"W a distance of 114.76 feet to a ½ inch iron rod found,
2. N26°03'42"W a distance of 99.66 feet to a ½ inch iron rod found,
3. S77°43'44"W a distance of 496.82 feet to a calculated point,
4. S50°11'08"W a distance of 386.04 feet to a ½ inch iron rod found,
5. S61°43'15"W a distance of 492.40 feet to a calculated point,
6. N87°59'39"W a distance of 263.77 feet to a ½ inch iron rod found,
7. N20°51'58"W a distance of 37.24 feet to a ½ inch iron rod found,

8. S74°30'29"W a distance of 90.15 feet to a calculated point, and
9. S85°37'57"W a distance of 217.23 feet to a ½ inch iron rod found for the northwest corner of the said 58.774 acre tract, same being a south corner of the said 392.847 acre tract and also being an east corner of that 327.341 acre (remainder) tract conveyed to Henry R. Heffington and recorded in Volume 5246 Page 2045, Deed Records, Travis County, Texas;

THENCE with the east and north lines of said 327.341 acre tract, same being south lines of the said 392.847 acre tract the following six (6) courses and distances:

1. N15°42'17"E a distance of 943.61 feet to a calculated point,
2. N76°50'32"W a distance of 418.77 feet to a calculated point,
3. N77°21'15"W a distance of 456.94 feet to a ½ inch iron rod found,
4. N78°30'08"W a distance of 1231.99 feet to a ½ inch iron rod found,
5. N00°43'20"W a distance of 135.95 feet to a ½ inch iron rod found, and
6. N10°09'37"E a distance of 274.21 feet to a ½ inch iron rod found for a north corner of the said 327.341 acre tract, same being a south corner of the said 392.847 acre tract and also being the southeast corner of that 122.61 acre tract conveyed to Dudley D. McCalla and described in Volume 5337 Page 469 Deed Records, Travis County, Texas;

THENCE with the east, north and west lines of the said 122.61 acre tract, same being south lines of the said 392.847 acre tract and said Davenport tract the following thirty one (31) courses and distances:

1. N10°27'42"E a distance of 277.54 feet to a 60d nail found,
2. N19°26'09"E a distance of 267.71 feet to a ½ inch iron rod found,
3. N36°57'55"E a distance of 506.99 feet to a ½ inch iron rod found,
4. N30°10'57"W a distance of 421.73 feet to a ½ inch iron rod found,
5. N12°47'11"E a distance of 1935.59 feet to a ½ inch iron rod found,
6. S78°49'32"W a distance of 573.76 feet to a ½ inch iron rod with plastic cap found,
7. S78°01'47"W a distance of 1277.53 feet to a 60d nail found,
8. N73°36'28"W a distance of 46.13 feet to a 15 inch cedar found,
9. S20°37'21"W a distance of 6.36 feet to a fence post found,
10. N75°51'56"W a distance of 7.18 feet to a fence post found,
11. S62°17'31"W a distance of 52.21 feet to a ½ inch iron rod found,
12. S18°56'23"W a distance of 14.05 feet to a calculated point,
13. S78°04'22"W a distance of 2.08 feet to a cedar stake found,
14. S17°02'04"W a distance of 53.70 feet to a calculated point,
15. S18°56'23"W a distance of 236.25 feet to a ½ inch iron rod found,
16. S17°49'08"W a distance of 167.61 feet to a ½ inch iron rod found,
17. S14°05'49"W a distance of 163.49 feet to a ½ inch iron rod found,
18. S16°39'24"W a distance of 268.37 feet to a calculated point,
19. S17°02'04"W at 105.65 feet passing a calculated point for the southwest corner of said 392.847 acre tract, in all a total distance of 740.35 feet to a calculated point,
20. S20°20'01"W a distance of 25.13 feet to a cotton spindle found,

21. S23°26'13"W a distance of 90.45 feet to a cotton spindle found,
22. S32°04'17"W a distance of 31.11 feet to a fence post found,
23. S45°37'30"W a distance of 29.99 feet to a nail found,
24. S44°11'03"E a distance of 38.74 feet to a calculated point,
25. S17°02'04"W a distance of 9.13 feet to a 15" Live Oak with nail found,
26. S48°49'51"E a distance of 98.76 feet to a calculated point,
27. S44°11'03"E a distance of 550.18 feet to a cotton spindle found,
28. S58°42'36"E a distance of 259.78 feet to a ½ inch iron rod found,
29. S02°13'25"E a distance of 262.41 feet to a 16" Cedar found,
30. S10°05'27"E a distance of 83.00 feet to a nail found, and
31. S04°54'25"E a distance of 298.93 feet to a 1/2 inch iron rod found for a south corner of said 122.61 acre tract, same being a south corner of said Davenport tract, also being a north corner of said 327.341 acre tract and also being the northeast corner of the said Destiny Hills Section 2;

THENCE with the south line of the said Davenport Tract, same being the north line of the said Destiny Hills Section 2 the following two (2) courses and distances:

1. S84°41'12"W a distance of 396.33 feet to a ½ inch iron rod found, and
2. S39°51'41"W a distance of 375.13 feet to the **POINT OF BEGINNING** and containing 870.93 acres of land, more or less, **SAVE AND EXCEPT** the following:

DESCRIPTION OF A 31.14 ACRE TRACT LOCATED IN THE W. A. BARLOW SURVEY NO. 86, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF 1,719.449 ACRES AS DESCRIBED IN HOUSE BILL NUMBER 3565, DATED JUNE 20, 2003, ALSO BEING A PORTION OF THAT 1379.351 ACRE (REMAINDER) TRACT CONVEYED TO WS-COS DEVELOPMENT IN DOCUMENT NO. 2011102858 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 31.14 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the interior of said remainder tract, same being in the interior of said 870.93 acre tract described above for the **POINT OF BEGINNING**, from which a cotton spindle with "Delta Survey" shiner found for the Point of Beginning of said 870.93 acre tract bears S16°52'09"E, a distance of 6228.21 feet;

THENCE crossing said remainder tract, and said 870.93 acre tract, the following twenty (2) courses and distances:

1. N71°13'33"E a distance of 150.13 feet, to a calculated point,
2. with the arc of a curve to the left a distance of 427.51 feet, through a central angle of 38°34'27", having a radius of 635.00 feet, and whose chord bears N51°56'20"E, a distance of 419.48 feet to a calculated point,
3. N32°39'06"E a distance of 124.47 feet, to a calculated point,

4. with the arc of a curve to the left a distance of 69.53 feet, through a central angle of $07^{\circ}53'21''$, having a radius of 505.00 feet, and whose chord bears $N28^{\circ}42'26''E$, a distance of 69.48 feet to a calculated point,
5. $N24^{\circ}45'45''E$ a distance of 55.49 feet, to a calculated point,
6. $S65^{\circ}14'15''E$ a distance of 23.45 feet, to a calculated point,
7. $S57^{\circ}20'59''E$ a distance of 89.17 feet, to a calculated point,
8. $N32^{\circ}39'01''E$ a distance of 121.89 feet, to a calculated point,
9. $N14^{\circ}12'55''E$ a distance of 63.25 feet, to a calculated point,
10. $N32^{\circ}39'01''E$ a distance of 141.35 feet, to a calculated point,
11. $S54^{\circ}20'32''E$ a distance of 271.66 feet, to a calculated point,
12. $S01^{\circ}57'57''E$ a distance of 481.84 feet, to a calculated point,
13. $S51^{\circ}05'31''E$ a distance of 136.31 feet, to a calculated point,
14. $S03^{\circ}37'42''E$ a distance of 66.49 feet, to a calculated point,
15. $S27^{\circ}28'40''W$ a distance of 1301.14 feet, to a calculated point,
16. $N86^{\circ}14'28''W$ a distance of 385.53 feet, to a calculated point,
17. $N17^{\circ}08'35''W$ a distance of 260.73 feet, to a calculated point,
18. $N04^{\circ}08'41''W$ a distance of 570.24 feet, to a calculated point,
19. $N10^{\circ}50'18''W$ a distance of 179.29 feet, to a calculated point, and
20. $N18^{\circ}46'27''W$ a distance of 188.98 feet, to the **POINT OF BEGINNING**, containing 31.14 acres of land, more or less.

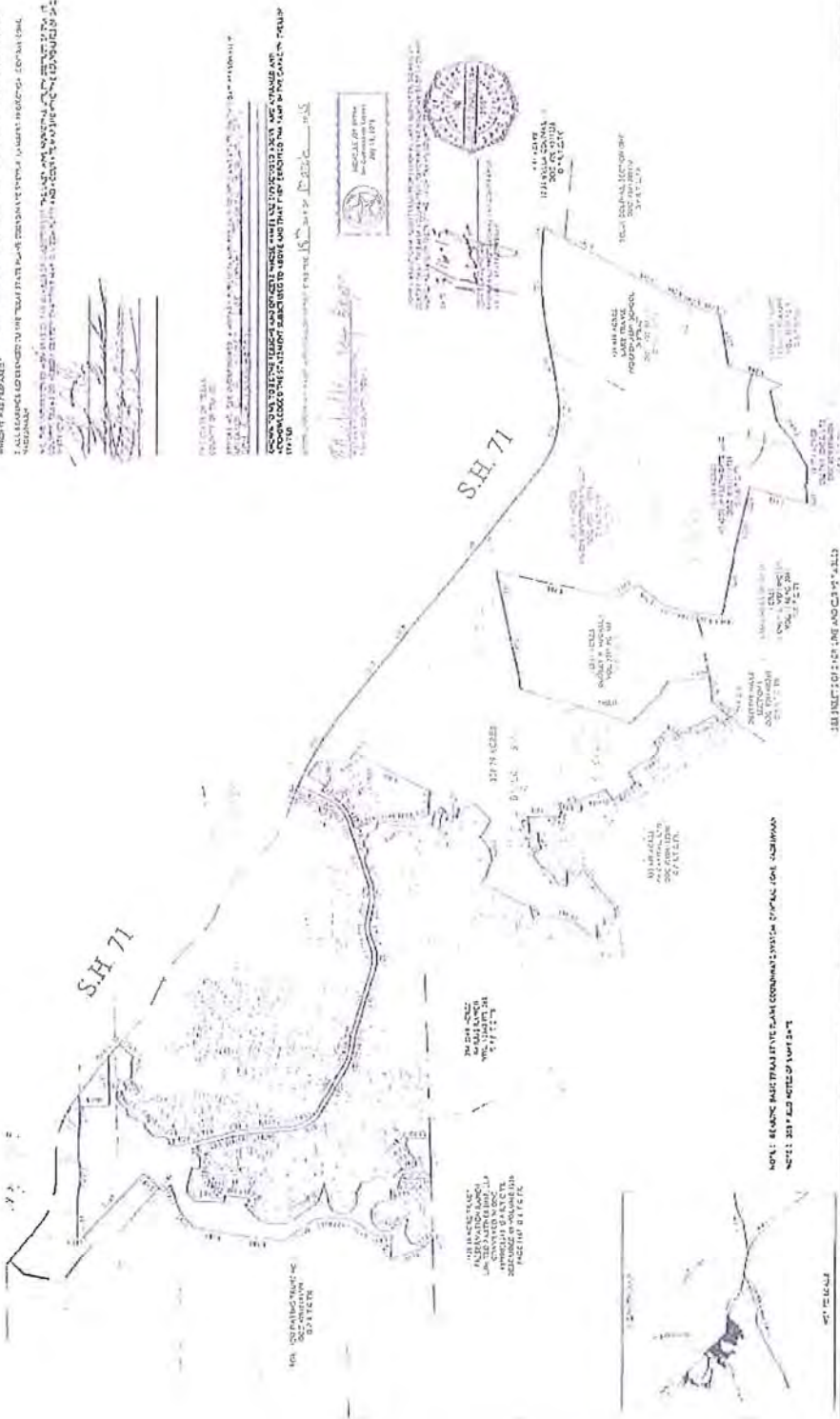
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A

839.79 ACRES

- ARABIAN COMBINATION SURVEY
 NO 15 & 16 SURVEY NO 31
 J. STEVENS SURVEY NO 34
 C. J. STONOR SURVEY NO 48
 J. J. LORAIN SURVEY NO 51
 A. J. GILLOW SURVEY NO 56
 E. L. GILLOW SURVEY NO 57
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 E. L. GILLOW SURVEY NO 99
 E. L. GILLOW SURVEY NO 100

NOTE: THIS SURVEY IS A RECONSTRUCTION OF THE ORIGINAL SURVEY AND DOES NOT REPRESENT A FIELD SURVEY. THE ORIGINAL SURVEY WAS CONDUCTED BY THE SURVEYOR IN 1910 AND THE RECONSTRUCTION WAS CONDUCTED BY THE SURVEYOR IN 1980. THE RECONSTRUCTION IS BASED ON THE ORIGINAL SURVEY AND THE SURVEYOR'S FIELD NOTES. THE SURVEYOR HAS MADE EVERY EFFORT TO REPRODUCE THE ORIGINAL SURVEY AS ACCURATELY AS POSSIBLE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.



THIS SURVEY IS A RECONSTRUCTION OF THE ORIGINAL SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.

NOTE: RECONSTRUCTION OF THE ORIGINAL SURVEY BY THE SURVEYOR IN 1980. THE ORIGINAL SURVEY WAS CONDUCTED BY THE SURVEYOR IN 1910.

47-76-11

Exhibit "C" - Description of the LTISD Tract

Sweetwater
136.059 Acres

DESCRIPTION OF A 136.059 ACRE TRACT PREPARED BY DELTA SURVEY GROUP, INC., IN MARCH 2009 AND LOCATED IN THE J. C. DEGMAN SURVEY NO. 537, THE J. W. KAY SURVEY NO. 111 AND THE G. WOLFE SURVEY NO. 182, ALL IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 1581.061 ACRE TRACT CONVEYED TO SWEETWATER AUSTIN PROPERTIES, L.L.C., AS DESCRIBED IN DOCUMENT 2007015153, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 136.059 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PLAT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with "Delta Survey" cap found in the south right-of-way (R.O.W) line of State Highway 71 (S.H. 71) (R.O.W varies), same being the northwest corner of a 75 acre tract conveyed to Artie C. Grumbles and described in Volume 1951, Page 246, Deed Records, Travis County, Texas, also being a northeast corner of said 1581.061 acre tract, for the **POINT OF BEGINNING**, from which a 1/2 inch iron rod found bears S84°33'41"E a distance of 1925.75 feet;

THENCE leaving the south right-of-way line of said S.H. 71 and with the west line of said 75.00 acre tract, same being an east line of said 1581.061 acre tract the following five (5) courses and distances:

1. S28°16'40"W a distance of 1467.37 feet to a 1/2 inch iron rod with plastic "Bury Partners" cap found,
2. S27°18'45"W a distance of 741.37 feet to a 1/2 inch iron rod found,
3. S26°44'46"W a distance of 341.43 feet to a 1/2 inch iron rod found,
4. S25°40'11"W a distance of 291.37 feet to a 1/2 inch iron rod found,
5. S18°28'45"W a distance of 297.91 feet to a line post found for the southwest corner of said 75.00 acre tract, same being a north corner of a 8.862 acre tract conveyed to Cecil D. Perkins and described in Volume 6859, Page 9, Deed Records, Travis County, Texas, also being a southeast corner of said 1581.061 acre tract;

THENCE with north and west lines of said 8.862 acre tract, same being southeast lines of said 1581.061 acre tract the following two (2) courses and distances:

1. S80°09'50"W a distance of 824.45 feet to a rock mound found,
2. S19°01'52"W a distance of 407.06 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set, from which a 1/2 inch iron rod found bears S19°01'52"W a distance of 484.62 feet;

THENCE leaving said common line and crossing said 1581.061 acre tract the following five (5) courses and distances:

Sweetwater
136.059 Acres

1. N70°38'29"W a distance of 275.62 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set
2. S87°22'51"W a distance of 686.46 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set
3. N63°14'26"W a distance of 76.66 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set
4. With the arc of a curve to the right a distance of 1718.22 feet, through a central angle of 18°38'43", with a radius of 5280.00 feet, and whose chord bears N19°24'23"E, a distance of 1710.65 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set, and
5. N28°43'45"E a distance of 1737.58 feet to a 1/2 inch iron rod with plastic "Delta Survey" cap set in the south right-of-way line of said S.H. 71, same being north line of said 1581.061 acre tract, from which a concrete TXDoT monument bears S79°54'05"W a distance of 710.32 feet;

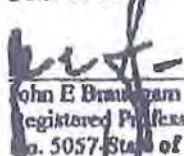
THENCE with the south right-of-way line of said S.H. 71, same being a north line of said 1581.061 acre tract the following three (3) courses and distances:

1. N79°54'05"E a distance of 276.48 feet to a concrete TXDoT monument found,
2. With the arc of a curve to the right a distance of 1531.04 feet, through a central angle of 15°33'19", with a radius of 5639.33 feet, and whose chord bears N87°39'02"E, a distance of 1526.34 feet to a concrete TXDoT monument found, and
3. S84°33'47"E a distance of 168.86 feet to the POINT OF BEGINNING and containing 136.059 acres of land, more or less.

BEARING BASIS: State Plane Coordinates System, NAD83/HARN, Texas Central Zone

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during March 2009, and is true and correct to the best of my knowledge and belief.

Date: 04-29-09

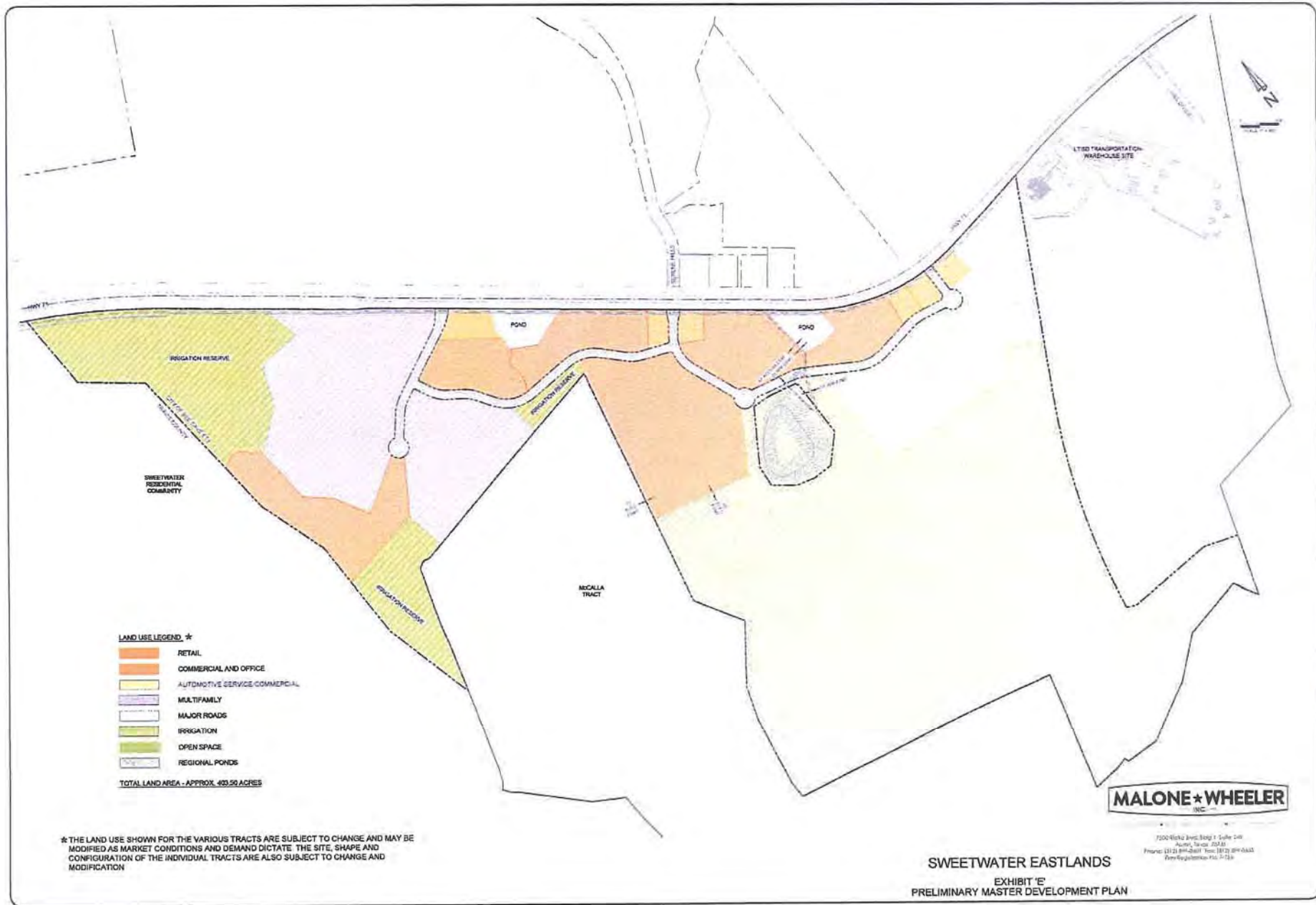

John E Brautigam
Registered Professional Land Surveyor
No. 5057 State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

Exhibit "D" - Description of District Boundaries to be designated as ETJ

Exhibit "E" - Master Development Plan



- LAND USE LEGEND ***
- RETAIL
 - COMMERCIAL AND OFFICE
 - AUTOMOTIVE SERVICE COMMERCIAL
 - MULTIFAMILY
 - MAJOR ROADS
 - IRRIGATION
 - OPEN SPACE
 - REGIONAL PONDS

TOTAL LAND AREA - APPROX. 493.59 ACRES

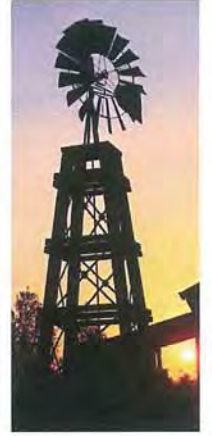
* THE LAND USE SHOWN FOR THE VARIOUS TRACTS ARE SUBJECT TO CHANGE AND MAY BE MODIFIED AS MARKET CONDITIONS AND DEMAND DICTATE. THE SITE, SHAPE AND CONFIGURATION OF THE INDIVIDUAL TRACTS ARE ALSO SUBJECT TO CHANGE AND MODIFICATION

MALONE * WHEELER
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SWEETWATER EASTLANDS
EXHIBIT 'E'
PRELIMINARY MASTER DEVELOPMENT PLAN

Exhibit "F" - Master Development Standards



SWEETWATER EAST MASTER DEVELOPMENT STANDARDS

DECEMBER 21, 2015





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1.0 INTRODUCTION

1.1 Purpose

These Master Development Standards are established to ensure the overall development quality is maintained during the planning and design of Sweetwater East. They are intended to promote design excellence by encouraging builders and developers to explore and expand their range of architectural styles and methods when designing and placing commercial, office, and residential types within the community. These standards are intended to promote creativity and incorporate the flexibility necessary to achieve the diverse, yet cohesive community planned for Sweetwater East. Creativity and excellence in design will be the primary criteria for receiving approvals during the design review process. These standards are not intended to be interpreted as strict requirements, as this impairs the architect's and builder's ability to achieve high levels of creativity. Rather, these standards are meant to serve as an example for the level of quality design that is desired and expected for this mixed use community.

1.2 Relationship to Other Plans and Criteria

These Master Development Standards serve as the basis for guiding each builder's / developer's proposal for architectural design of the structures and other site improvements and ensuring conformance with the overall intent of the Sweetwater East development. Single Family Detached (SFD) Development shall comply with the approved Sweetwater Residential Master Development Standards.

These standards do not modify other applicable Federal and State codes and ordinances, but should be used in conjunction with these regulations. Use of property and improvements to Property must comply with applicable building codes and other governmental requirements and regulations. Approval by the Design Review Committee (DRC) will not constitute assurance that improvements comply with applicable governmental requirements and regulations or that a permit or approval is not required from applicable governmental agencies.

Sweetwater East is subject to Nuisance Control Regulations, Impervious Cover Standards and other applicable ordinances of the City of Bee Cave as described in the Development Agreement with the City of Bee Cave dated December 8, 2015. The City of Austin's Transportation Criteria Manual governs roadway engineering for the entire property.

1.3 Design Review Committee

All new development within Sweetwater East is subject to review by the Design Review Committee (DRC) for conformance with these Master Development Standards and with the Development Agreement with the City of Bee Cave. The review process will consist of the following:

- a. Concept Review (2 sets)
 1. Submittal package to include:
 - Preliminary floor plans, building elevations, material selections, colors, and landscape concepts which show overall design intent.
 - Application forms and conceptual plans
 - If the plans are incomplete or substantial design changes are required resulting from the Concept Review, the DRC may require an additional submittal review before proceeding forward.
 2. A Concept Review meeting will be held between the applicant and the DRC to provide initial approval and input on the neighborhood concept and preliminary building designs.
- b. Architectural Drawings and Specifications Review (2 sets)
 1. Submittal package to include:
 - All four exterior elevations for each building including walk-out configurations, if applicable, including heights, materials, deck and balcony locations with railing details, chimneys, skylights, or other exterior structural elements.
 - Floor plans indicating the square footage of the building and including balconies, decks, patios, atrioms, garages, and all other structural elements.
 - Roof plans which indicate materials, pitches, ridges, valleys, chimneys, skylights, and any roof-mounted equipment.
 - Exterior materials, finishes, and color schedule including masonry palette of all brick and masonry material, trim, and exterior paint selections.
 - Complete exterior color schemes (combinations of brick, stone, or other masonry material, trim and exterior paint selections.)
 - Palette of roof materials and colors, including samples of all materials and colors.
 - Any other such material or information as may be requested by the DRC.
- c. Landscape Plans Review (2 sets)
 1. The builder should submit landscape plans including a planting plan and a fencing plan design.
- d. A review fee may be required with each application.
- e. The DRC will attempt to act on the plans within 30 days of receipt of a complete application.
- f. City of Bee Cave Review Process
 1. In addition to the above requirements, the permitting process associated with requirements of the City of Bee Cave is described in Section 2.02 of the Development Agreement.
 2. Any applicable information required in Section 2.02 of the Development Agreement shall be submitted to the DRC in conjunction with the information described above and the DRC may request additional information from the developer as necessary to demonstrate compliance with the Development Agreement.



2.0 MASTER DEVELOPMENT PLAN

2.1 Natural Site Characteristics

Sweetwater East is located in the Central Texas Hill Country approximately 5 miles west of Bee Cave and just a 20-mile drive from the heart of Austin. The site is located on the south side of Highway 71 between the existing Sweetwater planned development to the west and the site of a future Lake Travis ISD High School to the east. The site and surrounding areas are characterized by the rolling hills and canyons, shallow rocky soils, and stunning views typical of the Texas Hill Country, with vegetation ranging from oak, cedar scrub and grassland in upland areas to larger oaks, elms, and sycamores in the lowland areas. This rugged and picturesque environment will establish both the character and form of Sweetwater East.

2.2 Vision

Sweetwater East is envisioned to be a mix of uses, including a range of both residential and non-residential uses. Residential uses may include more of the higher density housing types in contrast to the lower and medium density housing planned for the adjacent Sweetwater planned community. This may include single-family detached clustered homes, single-family attached homes and multi-family homes, however typical single-family detached is also permitted.

Non-residential uses may include a wide range of types and sizes of retail, commercial, office, public/community services and recreation / open space.

Sweetwater East is intended to be planned and designed in a cohesive manner in order to establish a well functioning mix of uses that is aesthetically pleasing and withstands the test of time. Beyond the simple goal of achieving cohesive design character within the property, pedestrian and vehicular connectivity should be a key design tenet throughout the property. These development standards and the DRC review process shall provide the platform to achieve these essential goals.

2.3 MASTER DEVELOPMENT PLAN

*Note: This plan is preliminary and subject to change. Image is not to scale. Land uses and tract sizes are subject to change.

LEGEND

SYMBOL	LAND USE
	RETAIL COMMERCIAL
	GENERAL/OFFICE COMMERCIAL
	COMMERCIAL / AUTOMOTIVE USES
	MULTI-FAMILY/RESIDENTIAL
	IRRIGATION & OPEN SPACE
	WATER QUALITY POND
	EFFLUENT POND
	MAJOR ROADS





3.0 LAND USES

The following uses are anticipated in Sweetwater East. This is not an all-inclusive list, and additional uses may be considered if appropriate in scale and context to the balance of the site. The DRC will have final authority on the review and approval of uses at Sweetwater East.

3.1 Residential

- a. Single Family Detached (SFD)
- b. Single Family Attached (SFA)
- c. Cluster SFD or SFA including zero lot line/fee simple product
- d. Multi-Family
- e. Independent and Assisted Living Buildings and Facilities
- f. Other related uses

3.2 Non-Residential

- a. Commercial
- b. Retail
- c. Restaurants
- d. Free Standing Big Box Retail
- e. Town Center
- f. Individual Pad Sites
- g. Office Park
- h. Free Standing Office Buildings
- i. Public/Community Services
- j. Automotive Sales and Services
- k. Other related uses

3.3 Recreation, Park and Open Space (Public or Private)

3.4 Prohibited Uses

- a. Sexually Oriented Businesses
- b. Junk Yards and Salvage Yards
- c. Any use that, in the opinion of the DRC, produces adverse effects upon the development in terms of the health, safety or welfare of persons, or which may be harmful to the real property or improvements thereupon. This includes, but shall not be limited to the following nuisances: fire hazard, air or water pollution, electro-mechanical or electromagnetic interference, odors, gases, vapors, caustic or corrosive matter, vibration, intense glare or heat, noise and ground area conditions which will produce dust. This may also include uses that are incompatible functionally or aesthetically.

4.0 PROJECT GOALS

The following statements describe the intent for the Sweetwater East Master Development Standards. These should be considered throughout the community.

- a. Achieve a harmonious plan and best accommodate the many uses allowed and proposed within Sweetwater East, the site shall be designed as a cohesive unit;
- b. Integrate into the existing surrounding context;
- c. Provide opportunities for a variety of uses over time: residential, retail, office, commercial, public/community services and recreation / open space uses;
- d. Incorporate higher residential densities in strategic locations that can take advantage of the proximity to the highway, commercial, retail, and employment;
- e. Cluster development to maintain the appropriate amount of open spaces;
- f. Include architectural standards and aesthetic characteristics that promote high quality development;
- g. Whenever possible, provide safe and usable pedestrian access to non-residential uses and community destinations through the use of plazas, trail connections, and sidewalks.





5.0 SITE DEVELOPMENT STANDARDS

5.1 Highway 71 Landscape Buffer Standards

As the major thoroughfare into the City of Bee Cave, Highway 71 should be treated as a gateway and significant view corridor, with a meandering landscape buffer to create a natural and aesthetically pleasing edge.

- a. Minimum buffer width from Highway 71: 50 feet

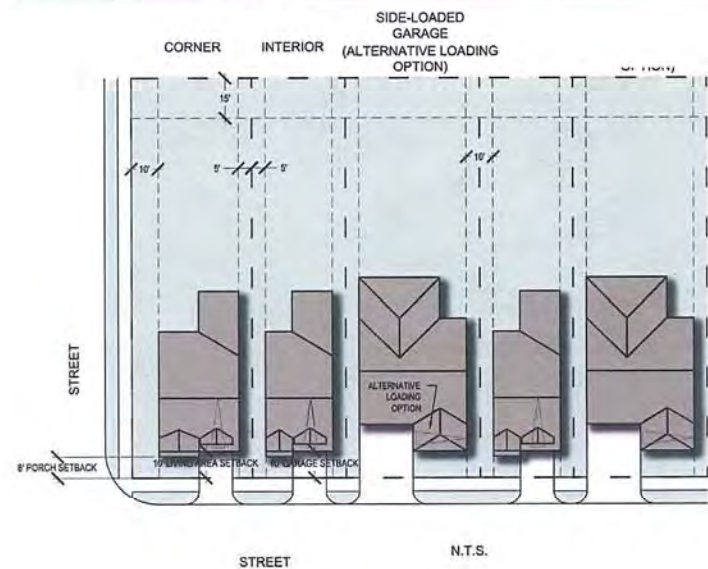
5.2 Detached and Attached Single-Family Residential Development Standards

The following development standards should be used in conjunction with the setbacks defined herein.

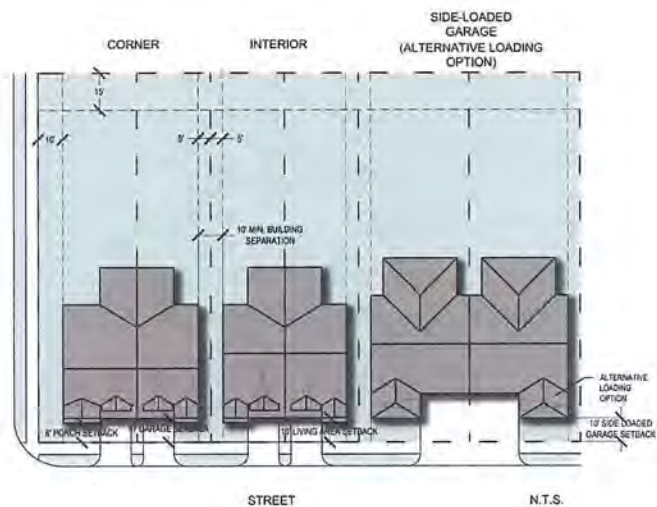
a. General Standards

1. Builders are encouraged to include alternatively loading homes on long, continuous street stretches.
2. Builders are encouraged to stagger the front setbacks of homes in order to help create variety in the streetscape.

Detached Patio Home Example



Attached Single-Family Example



Detached and Attached Single-Family Residential Standards	SFA and Patio Homes
Maximum Gross Density (Du/Ac)	10
Maximum Height Allowed	3 stories
Minimum Lot Size	N/A (1)
Minimum Lot Width	N/A
Off-street Parking Requirement (2)	1 space/unit; plus 1 guest space for every 5 units
Setbacks	
Min. Building Separation	1-2 story - 10' 3 story - 15'
Min. Front Setback from a ROW to: (3)	
▪ Garage	10'
▪ Side-Loaded Garage	10'
▪ Living Area	10'
▪ Covered Porch	8'
Min. Side Setback (Interior Lot)	5'
Min. Side Setback (Corner Lot)	10'
Min. Rear Setback (4)(5)	15'
Min. setback from a building to perimeter parcel boundary or open space not adjacent to public ROW	20'
Min. setback from a building to perimeter parcel boundary with non-residential adjacent use	25'
Min. setback from a building to perimeter parcel boundary with residential adjacent use	20'

Notes:

- (1) Zero lot lines and fee simple development are permitted.
- (2) Visitor parking is permitted on-street and in unit driveways.
- (3) Applicable to local streets, loop lanes, and private drives. Homes may not have direct access to collector roads.
- (4) Rear decks or covered porches may encroach into rear setbacks up to 10'.
- (5) A 20' landscape buffer area is required between the rear property lines of residential lots and collector roads.
- (6) Setbacks are measured from property line.
- (7) Waivers from setback requirements may be permitted if approved by the DRC.
- (8) The height of a building shall be measured as the vertical distance from the top of the finished floor elevation of the first floor, to the top of the roof, ridgeline or top of parapet. This includes walk-out, stepped or terraced buildings. Chimneys, ventilators, elevator housings, skylights, solar collectors, air conditioning and heating units, antennas, and necessary mechanical appurtenances or decorative architectural appurtenances usually constructed above roof level are not to be considered in determining building height.

Multi-Family Residential Standards	MF
Maximum Gross Density (Du/Ac)	20
Maximum Height Allowed (4)	4 stories
Minimum Unit Size	575 S.F.
Off-street Parking Requirement (resident)	1-BR - 1 space/unit 2-BR - 2 spaces/unit 3-BR - 2 covered + 0,5 spaces/unit A minimum of 40% of resident parking should be covered.
Off-street Parking Requirement (guest)	1 space / 5 units
Minimum Open Area Requirement (2)	20%
Setbacks (Parking and Building)	
Building Separation	1-2 story - 20' 3-4 story - 30'
Min. building setback from a ROW (3)	Collector - 20' Local - 20'(1)
Min. setback from building to internal access drives	10'
Min. setback from a building to parking	8'
Min. setback from a building to perimeter parcel boundary or open space not adjacent to public ROW	15'
Min. setback from a building to perimeter parcel boundary with non-residential adjacent use	25'
Min. setback from a building to perimeter parcel boundary with residential adjacent use	1-3 story - 20' 4 story - 30'

Notes:

(1) Porch and steps may encroach up to 5' into the setback.

(2) Any area not covered by building, parking or drives is considered open area, such as plazas, sidewalks, landscape buffers, detention areas, etc.

(3) Setbacks may be reduced by 10' for buildings that provide direct pedestrian access from the building units' front doors to the street sidewalk.

(4) Decorative rooftop appurtenances such as gables, chimneys, or other architectural details may exceed the building height limit if approved by the DRC.

5.3 Multi-family Development Standards

Multi-family products include apartment buildings, condominiums, and assisted living/nursing home facilities.

a. Building Massing and Form

1. Building massing and form should be designed to promote a pedestrian scaled environment.
2. Porches, patios and entryways should be in close proximity to the street to promote pedestrian activity.

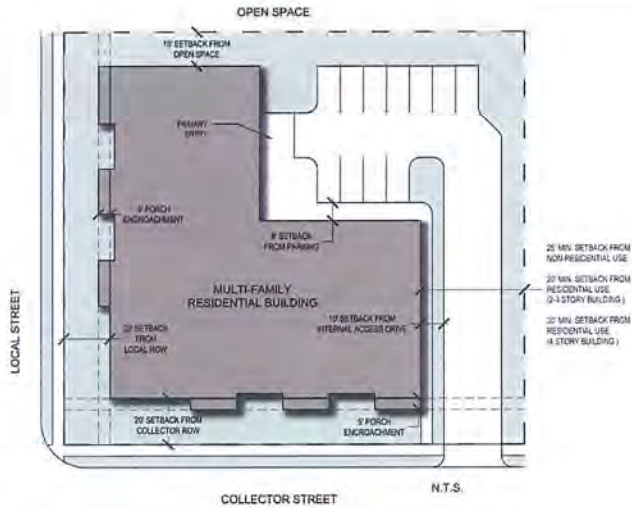
b. Site Design

1. Multi-family buildings should be arranged to address street frontages, of both external streets and internal drives, and create efficient vehicular circulation through the site. Multi-family buildings should be located to take advantage of views and pedestrian connectivity.
2. Air conditioning units should not be located on primary street frontages, but rather on internal drives and screened with landscape material.
3. Transformers should be screened with landscape material.
4. Garages and parking should not be oriented towards the primary fronted street, and should be accessed from internal access drives. Detached garages and carports are encouraged and should also not face the primary street.
5. Multi-family buildings may have an odd or even number of units.
6. The number of units per floor for multi-family buildings should be based on the location and context of the buildings. In general, 12 units or less per floor should be considered, although developments in more urban contexts may consider more.

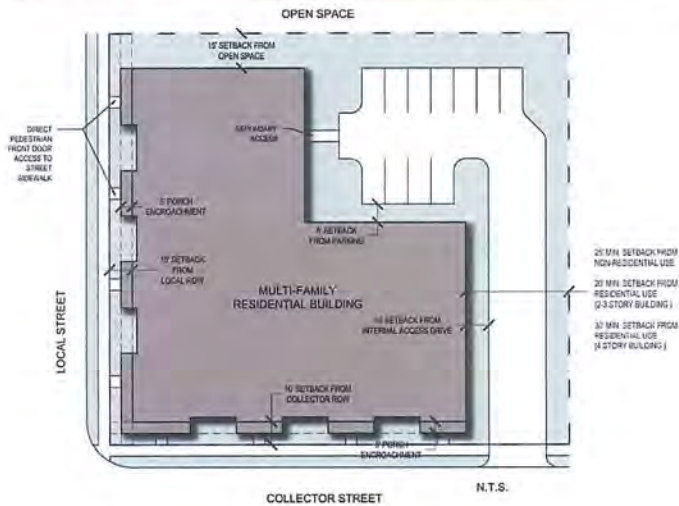
c. Private Recreational Amenities for Residents

1. Multi-family development sites should consider providing on-site private amenities for residents, which may include the following:
 - Clubhouse with recreational facilities
 - Pool
 - Sport Court
 - Pedestrian/bike path serving open space
 - Dog Park
 - Community Gardens
2. Private recreational amenities should be centrally located and serve as a focal point for the development.

Multi-Family Residential without Direct Pedestrian Access Setback Diagram



Multi-Family Residential with Direct Pedestrian Access Setback Diagram



5.4 Mixed-Use Development Standards

The Mixed-Use Development Standards are intended to provide for a pedestrian-forward shopping, retail and office environment accommodating the development of a compatible mix of uses, potentially including:

- a. Uses catering to automobiles, such as drive-in and drive-through restaurants and similar uses, are limited in this planning area to foster a pedestrian environment.
- b. In these planning overlay areas, buildings should be set forward towards the street, screening the parking lots. This helps generate a pedestrian-scaled streetscape that promotes walkability.
- c. Site amenities such as benches, trash receptacles, hanging baskets, banners, etc. may be enhanced in the mixed use areas to help enhance the character of the pedestrian environment.
- d. Any combination of Residential and Non-residential uses should use the applicable standards for each land use, applying the most flexible standards in cases where standards conflict. The DRC will have the final authority over which guideline or standard should apply.

Mixed-Use Standards	MU
Impervious Cover	Per Development Agreement with City of Bee Cave
Minimum Lot Size	No minimum
Maximum Building Height	5 stories
Minimum Average Parking Requirements (2)	Residential - per sections 5.2 and 5.3 of this document General Office - 1 space per 300 SF of GFA Medical/Dental Office - 1 space per 200 SF of GFA General Commercial/Retail - 1 space per 250 SF of GFA Restaurant - 1 space per 100 SF of GFA Fitness and Health Clubs - 1 space per 150 SF of GFA
Minimum Open Area Requirement (1)	20%
Residential Density (maximum)	30.0 Du/Ac
Setbacks (Parking and Buildings)	
Minimum Setback from a ROW	Collector - 15' Local - 10'
Minimum Setback from Internal Access Drives	Buildings - 10' Parking - 10'
Min. setback from a building to perimeter parcel boundary or open space not adjacent to public ROW	Building - 20' Parking - 20'
Minimum Setback from adjacent non-residential property lines	1-2 story buildings - 10' 3-5 story buildings - 15' Parking - 5'
Minimum Setback from adjacent residential property lines	1-2 story buildings - 25' 3-5 story buildings - 40' Parking - 20'

Notes:
 (1) Any area not covered by building, parking or drives is considered open area, such as plazas, sidewalks, landscape buffers, detention areas, etc.
 (2) Parking requirements may be reduced per DRC approval.

Non-residential Standards	Retail, Commercial, Office, or Public/Community Services
Impervious Cover	Per Development Agreement with City of Bee Cave
Minimum Lot Size	No minimum
Maximum Building Height	5 stories
Minimum Average Parking Requirements (2)	General Office - 1 space per 300 SF of GFA Medical/Dental Office - 1 space per 200 SF of GFA General Commercial/Retail - 1 space per 250 SF of GFA Restaurant - 1 space per 100 SF of GFA Fitness and Health Clubs - 1 space per 150 SF of GFA Civic Uses (library, museum, etc.) - 1 space per 300 SF of GFA Places of Assembly - 1 space per 5 persons, based on maximum capacity Lodging - 1 space per guest room + 1 space per 2 employees
Minimum Open Area Requirement (1)	10%
Setbacks (Parking and Buildings)	
Minimum Setback from a ROW	Arterial - 20' Collector - 15' Local - 10'
Minimum Setback from Internal Access Drives	Buildings - 10' Parking - 10'
Min. setback from a building to perimeter parcel boundary or open space not adjacent to public ROW	Building - 20' Parking - 10'
Minimum Setback from adjacent non-residential property lines	1-2 story buildings - 20' 3-5 story buildings - 30' Parking - 5'
Minimum Setback from adjacent residential property lines	1-2 story buildings - 25' 3-5 story buildings - 40' Parking - 20'

Notes:

(1) Any area not covered by building, parking or drives is considered open area, such as plazas, sidewalks, landscape buffers, detention areas, etc.

(2) Parking requirements may be reduced per DRC approval.

5.5 Non-residential Development Standards

Non-residential development parcels shall be cohesively planned tracts with all areas sharing complementary architectural and landscape themes, as appropriate. Design and development of non-residential site improvements will draw from a select palette of colors and materials included in this document. All types and sizes of uses (i.e. office buildings, large format retail anchor stores, individual retail pad sites, etc.) should incorporate the thematic materials and colors specified for Sweetwater East as described in the Architecture section herein. All uses and development proposals must be reviewed and approved by the DRC.

- a. Phasing
 - Sweetwater East may be phased to allow the project to develop as the market demands.
- b. Screening
 - 1. Service and loading areas visible from residences or streets should be screened by fences, walls, landscaping, berms or any combination thereof.
 - 2. Trash enclosures shall be shielded from view by placement within buildings or by enclosure within opaque walls a minimum of six-feet in height. Trash storage containers should not project above screen wall or fence.
 - 3. Screen wall and fence materials should complement building materials.
 - 4. Outdoor storage should be screened with materials that compliment the development.
- c. Automotive Sales and Services
 - 1. Automotive sales and services are permitted and must maintain the architectural character as described in the Architecture Section herein.
 - 2. Overlot grading for outdoor vehicle storage shall consider tree preservation and steep slope protection to the maximum extent feasible.
 - 3. Service, loading and outdoor storage of vehicles visible from residences and streets should be screened by fences, walls, landscaping, berms, or any combination thereof.
- d. Drive-throughs
 - 1. Drive-through windows should not face the street unless sufficiently buffered.
 - 2. Sufficient stacking should be provided for each drive-through lane to prevent spill over into major traffic circulation corridors.
- e. Temporary and Seasonal Uses
 - 1. Temporary and seasonal outdoor uses, such as farmers markets, outdoor nursery displays, and sidewalk sales may be permitted with the approval of a Temporary Use Permit from the DRC.
- f. Main Street Design
 - 1. Refer to Mixed Use Development Standards for non-residential areas with a main street character.

6.0 CIRCULATION

6.1 Intent

The Circulation Development Standards are intended to provide vehicular and pedestrian infrastructure to support the mix of land uses that may be located at Sweetwater East. Additional street sections and driveways may be allowed by the DRC on a case by case basis.

6.2 Gateways

Design of vehicular and/or pedestrian Gateways should be a priority to help create a sense of place.

6.3 Vehicular Standards

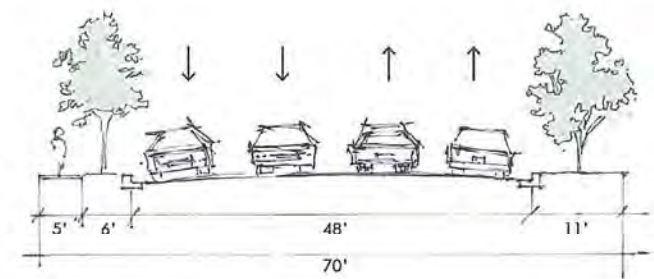
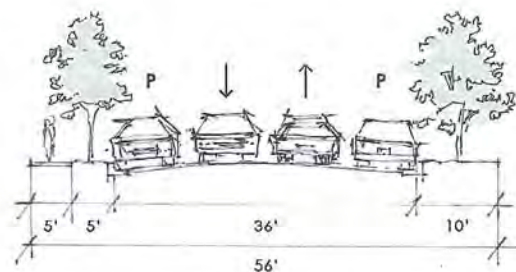
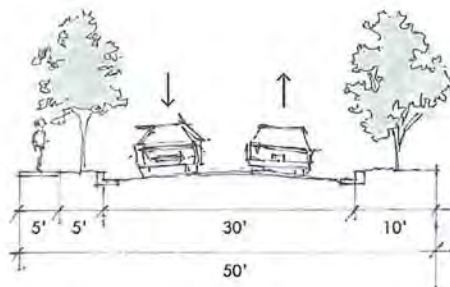
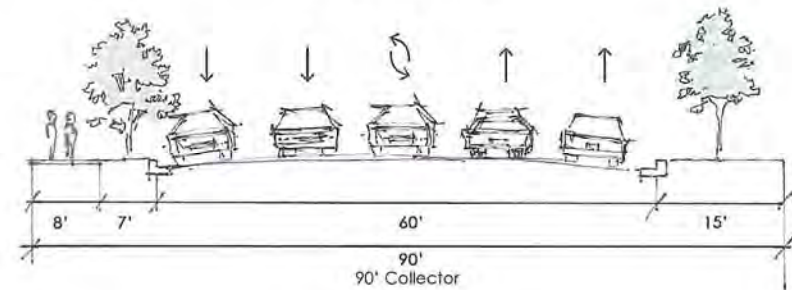
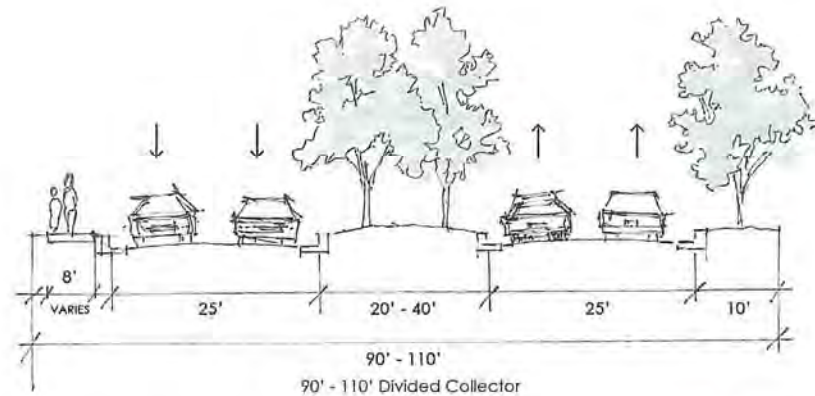
a. Driveways

Driveway location and design will be approved as part of a specific parcel site plan for a property. Internal drives shall be designed to safely accommodate traffic flow through the site. Common individual access drives should be coordinated across public rights-of-way and combined when possible to promote full-movement intersections, particularly along collector streets.

b. Openings and Curb Cuts

1. New curb cuts providing access to existing major thoroughfares must be approved by the Design Review Committee.
2. Curb cuts will be constructed at the cost of the owner/developer requesting the cut.
3. The replacement pavement shall match the existing pavement, upon completion.
4. If the curb cut disturbs an existing irrigation system, the site owner/developer will redesign and repair or replace the irrigation lines to existing or better condition.

6.4 Street Sections





6.5 Pedestrian Standards

Pedestrian connectivity is strongly encouraged to connect people to the various uses at Sweetwater East. Sidewalks and trails may be incorporated into the open space, meandering within buffers or rights-of-way, and integrated in landscaped islands.

- a. A network of trails may be constructed throughout the site following natural features and adjacent areas to provide connections to various points in Sweetwater East. Each new development area is responsible for creating a connection to the trail system, where practical.
- b. Pedestrian circulation is encouraged to be provided by trails within the property and sidewalks along the streets.
- c. Walkways, to the extent possible, should separate pedestrians and bicycles from automobiles.
- d. Off street trails may be used to provide an acceptable alternative to on-street sidewalks for access from residential areas to key recreation, commercial and employment areas.
- e. Pedestrian connectivity is strongly encouraged to the Sweetwater residential community located directly west of this site and other off-site areas.

7.0 PARKING

Parking shall follow these development standards. Reductions in parking requirements shall be submitted to the DRC and will be reviewed and considered on a case-by-case basis.

7.1 General Standards

- a. Refer to section 5.0 Site Development Standards of this document for the number of parking spaces required per use. However, the amount of parking required may be reduced per DRC approval based on but not limited to shared parking, impervious surface constraints, site encumbrances, or other potential parking reduction criteria.
- a. Large, unbroken fields of parking shall be avoided whenever possible.
- b. Shared parking is permitted where practical and appropriate.
- c. Where parking areas are to be common to more than one tenant, the parking lot should be designed to meet parking requirements at project build out, and constructed in a manner to facilitate future expansion of the common lot for adjacent parcels.
- d. Landscaping installed at driveways, alleys or street intersections should be installed and maintained in such a manner as not to hinder the visibility of motorists and pedestrians.
- e. Where a parking lot boundary adjoins property planned for any residential use, a landscape buffer should be incorporated into the design.
- f. Parking should not be designed in a manner that would cause vehicles to overhang onto adjacent parcels.

7.2 Multi-family Residential Uses

- a. Large, unbroken fields of parking should be avoided whenever possible.
- b. Shared parking is permitted where practical and appropriate.
- c. Pedestrian circulation should be incorporated into the design with direct pedestrian linkage through the site to primary building entrances.
- d. Integrated garages and covered parking is strongly encouraged

7.3 Non-residential Uses

- a. Common and individual access drives shall be coordinated with other access drives along collector streets, whenever possible.
- b. Pedestrian circulation should be incorporated into the design with direct pedestrian linkage(s) through the site to adjacent building(s).





7.4 Materials

Parking areas shall be constructed of materials as recommended by the soils report for the property, and based on jurisdictional requirements. Specialty paving materials are permitted and encouraged at pedestrian / vehicle interaction areas (i.e. crosswalks, intersections, etc.).

7.5 Bicycle Parking

a. Bicycle parking should be provided and distributed throughout the site. The amount of parking required will be reviewed on a case-by-case basis.

7.6 Parking Lot Landscaping

a. Trees should be incorporated into the design to provide shade to the parking stalls, to the extent feasible. Parking lot landscaping will be subject to approval by the DRC.

b. Size of parking lot islands shall meet jurisdictional requirements.

c. Parking Lot Screening

1. Parking areas should be screened from Highway 71, arterial and collector streets by landscape buffers, landscape walls or fences, and plant material.
 2. Parking lot screening should be integrated into adjacent buffers and street frontages to the extent feasible.
 3. Berming in landscape buffer areas is encouraged. Berm heights a minimum height of 2-1/2 feet and a maximum slope of 4:1 are preferred.
 4. Screening with plant materials that reach a minimum mature height of 4-feet is preferred.
- d. Parking lots are subject to existing tree preservation and mitigation.

8.0 LANDSCAPE DESIGN

The Landscape Design should enhance the overall quality of Sweetwater East by maintaining visual contiguity between undeveloped natural areas and adjacent City or County developments. Landscape standards within the development will provide screening and buffering between uses, roadways and parking creating a pleasant environment. Landscape plans shall be reviewed and approved by the DRC.

8.1 Existing Trees

- A tree survey is required for all site development plans, locating all non-cedar tree species over 12" caliper (or equivalent clusters) measured 4.5' above grade.
- Surveyed trees should be preserved wherever practical, with special emphasis given to oaks, elms, pecans, and madrones.
- Oaks, elms, and pecans over 18" in caliper and madrones over 12" in caliper and in good health should be considered Specimen Trees and should be preserved unless site conditions prevent their preservation. Removal of specimen trees shall require approval by the DRC and mitigation with replacement trees at a rate of 1:1 on the basis of caliper inches (e.g. removal of (1) 20" tree could be mitigated with (5) 4" replacement trees).
- Cedars may generally be removed but should be considered for preservation where they are useful as buffers or as part of open space landscaping.
- Community roadways and infrastructure should be routed to the extent feasible to avoid existing trees, especially Specimen Trees. However, the mitigation requirements described above apply only to specific development sites and not to overall community infrastructure.
- Site development, including parking and walkways, may occur within up to 50% of the dripline of existing trees that are to remain.

8.2 General Landscape Standards

- All sites should be landscaped with species from the preferred plant list. All areas of the site not left in or restored to their natural state or otherwise developed must be landscaped.
- No more than 50% of all landscaped areas on a site shall be composed of irrigated turf. Preserved or restored natural landscape areas are encouraged wherever practical. Native grasses and native grass mixes, such as buffalo grass or Habiturf (or similar native grass seed mix), do not count against the 50% turf maximum.
- Pedestrian Paths
 - Thorny plant material is discouraged adjacent to pedestrian walks.
 - Clear space above public walks should be 8' or greater.

8.3 Street Yard Landscaping Requirements

- The street yard shall be defined per the City of Bee Cave code. Street yard shall be defined along all internal roadways of Sweetwater East (Highway 71 shall not be used to determine streetyard).





- b. Landscaping of a parking lot located in the street yard as required under "Parking Lot Landscaping" below shall not count toward meeting the requirements of this section.
- c. A minimum of 20% of the street yard area of the site shall be landscaping.
- d. A maximum of 50% of required street yard landscaping may be irrigated turf. A minimum of 50% shall be planting beds and/or preserved/restored natural landscape, including native grasses and buffalo grass or Habiturf (or similar native grass seed mix) areas.
- e. Foundation plantings are required along the base of all building walls facing the streetyard. A minimum of (5) 5-gallon shrubs per 20 linear feet are required. (1) 15-gallon ornamental tree may substitute for (3) 5-gallon shrubs as desired. Where site or other constraints prevent planting adjacent to the building, an equivalent amount of plant material shall be provided elsewhere in the streetyard.
- f. Street trees with a minimum 4" caliper are required along all internal roadways with a maximum average spacing of 40' on-center in non-residential areas and 30' on-center in Multi-Family residential areas, unless otherwise approved by the DRC. Trees are encouraged to be clustered to create a more natural landscape appearance so long as the number of trees is consistent with the maximum average spacing requirement. These trees should be located in or just outside the ROW as close to the sidewalk as practical.
- g. At least (1) 4" caliper shade tree shall be provided for every 2,500 SF of required street yard. Street trees described in the previous paragraph may be counted toward meeting this requirement, but additional trees shall be required in the street yard if the street trees do not fully meet this requirement. Preserved existing trees 12" or greater in caliper shall count as two street trees / street yard trees.

8.4 Parking Lot Landscaping Requirements

- a. A minimum of 5 SF of landscape area internal to the parking lot (generally in islands and peninsulas) shall be required for every (1) surface lot parking space. Additional landscape area may be required depending upon site configuration and parking lot layout.
- b. One (1) parking lot shade tree (4" min. caliper, new or existing) is required for every 20 surface lot parking spaces or fraction thereof. Preserved existing trees 12" or greater in caliper shall count as two parking lot shade trees.
- c. To the extent feasible, every surface lot parking space should be either within 50' of a newly planted, 4" parking lot shade tree or within 75' of a preserved existing tree 12" or greater in caliper, unless unique site constraints or configurations make this impractical.
- d. Requirements for areas intended for Automotive Sales and Services shall meet the requirements above, with the following modification:
 - 1. One (1) shade tree (4" min. caliper, new) is required for every 20 surface lot parking spaces or fraction thereof. However, these trees may be strategically placed within the site as depicted on the approved site plan and are not required to meet the distance

requirements outlined in 8.4.c. above. However, every surface lot parking space shall be within either 75' of a landscape island or peninsula, or within 100' of a landscape island or peninsula that has a preserved existing tree 12" or greater in caliper.

8.5 Landscape Buffers and Screens

- a. A landscape screen shall consist of a minimum of (5) 5-gallon shrubs for every 20 linear feet to be screened. (1) 15-gallon ornamental tree may substitute for (3) 5-gallon shrubs as desired. These plant materials may be arranged as desired so long as gaps do not exceed 10 linear feet.
- b. The following shall be screened from any public ROW or adjacent property line:
 1. Parking lots or areas intended for storing motor vehicles (including areas intended for display and/or sale of motor vehicles)
 2. Water quality ponds and other drainage structures, unless constructed in a natural and aesthetically pleasing manner
 3. Storage and waste collection areas
 4. Loading areas
 5. Electrical and mechanical equipment including transformers, meter banks, condensers, etc.
- c. A significant landscape buffer is required along Highway 71 to maintain the Hill Country character of that roadway and screen any parking lots facing that roadway. Refer to Site Development Standards for specific buffer width requirements. Landscaping shall be natural in character and shall achieve a minimum screening height of 3' along the entire length of the buffer (native grass prairie, if left unmown, may be used to meet this requirement).
- d. A landscape buffer is required between residential areas and non-residential areas. This buffer should consist of landscape material and/or fencing that matches the character of the site or a combination thereof. Refer to Site Development Standards for specific setbacks between uses. The fence and/or vegetation shall be located entirely on the non-residential property and shall be maintained by the non-residential property owner. The buffer shall achieve a minimum mature screening height of 6' and at least 50% of the buffer shall be composed of vegetative screening such as shrubs, trees, and vines growing on fences.
- e. Buffers and screens should meander, use native low water requirement plants, and look indigenous to the site. Shrubs should be evergreen species that provide year-round screening and do not become dormant in the winter months.
- f. Berming in landscape buffer areas is encouraged. Berm heights a minimum height of 2-1/2 feet and a maximum slope of 4:1 are preferred.
- g. Screening with plant materials that reach a mature height of 4-feet is preferred.
- h. Refer to the Site Development Chart for specific setback dimension requirements.

8.6 Irrigation

- a. All new landscaping must be irrigated for a minimum period of 2 years from the time of installation. In areas of native restoration, only trees are required to be irrigated. This irrigation may be by means of a permanent or temporary irrigation system.
- b. Irrigation systems are encouraged to be high efficiency, low water usage systems such as drip irrigation and bubblers. Use of traditional spray heads should be minimized, especially in planting beds.
- c. Irrigation provided to landscape areas may be discontinued after two (2) years of establishment only if drought tolerant plants are selected that are able to survive and maintain acceptable appearance without irrigation.

8.7 Entryway Landscaping

- a. Landscaping around entry monuments is encouraged to create an overall visually pleasing character of the development. Plantings that surround signage should be substantial enough to achieve continuity, draw attention and promote wayfinding throughout the project.
- b. Landscaping may encroach into the sight visibility areas at intersections in situations that complement the entryway design. Plant material is to remain under 30" in height at maturity.

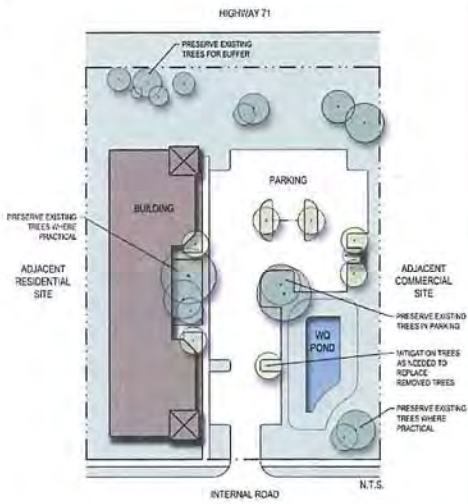
8.8 Landscape and Retaining Walls

- a. Landscape and Retaining walls should be constructed of materials and colors that complement the development. Where required, retaining walls shall be designed by structural engineer.
- b. Retaining walls shall have a maximum height of 8' per tier. This requirement may be waived in circumstances where space constraints and/or steepness of slope make terracing retaining walls impractical.



8.9 Landscape Diagrams

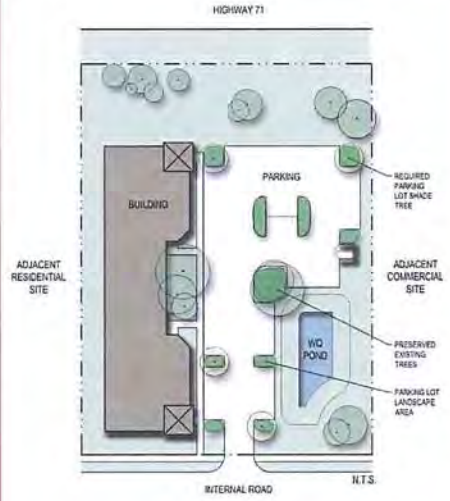
Existing Trees Diagram



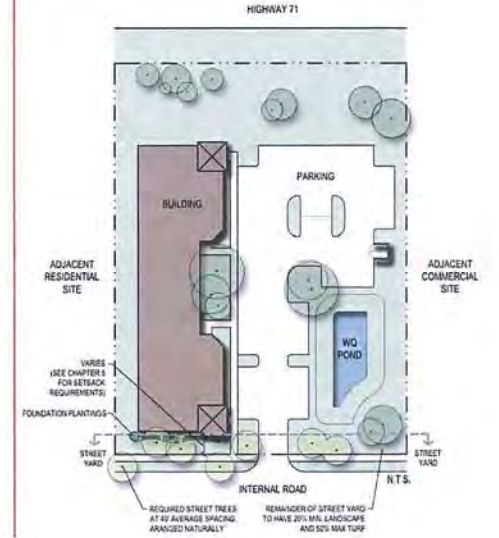
Buffers and Screens Diagram



Parking Lot Landscaping Diagram



Street Yard Diagram



8.10 Landscape Plant List

Shade Trees

Texas Ash	<i>Fraxinus texensis</i>
Eastern Red Cedar	<i>Juniperus virginiana</i>
Bald Cypress	<i>Taxodium distichum</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Chinquapin Oak	<i>Quercus muhlenbergii</i>
Live Oak	<i>Quercus virginiana</i>
Monterrey Oak	<i>Quercus polymorpha</i>
Texas Red Oak	<i>Quercus texana</i>
Shumard Oak	<i>Quercus shumardii</i>
Pecan	<i>Carya illinoensis</i>
Mexican Sycamore	<i>Platanus mexicana</i>

Ornamental Trees

Anacacho Orchid Tree	<i>Bauhinia lunarioides</i>
Mexican Buckeye	<i>Ungnadia speciosa</i>
Cherry Laurel	<i>Prunus caroliniana</i>
Crape Myrtle	<i>Lagerstroemia indica</i>
Desert Willow	<i>Shalopsis linearis</i>
Possumhaw Holly	<i>Ilex decida</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Texas Mountain Laurel	<i>Sophora secundiflora</i>
Texas Persimmon	<i>Diopyros texana</i>
Mexican Plum	<i>Prunus mexicana</i>
Texas Redbud	<i>Cercis Canadensis 'texensis'</i>
Palo Verde	<i>Parkinsonia aculeate</i>
Wax Myrtle	<i>Morella cerifera</i>

Large Shrubs

Evergreen Sumac	<i>Rhus virens</i>
American Beautyberry	<i>Callicarpa Americana</i>
Barbados Cherry	<i>Malprighia glabra</i>
Cotoneaster	<i>Cotoneaster spp.</i>
Fragrant Mimosa	<i>Mimosa borealis</i>
Primrose Jasmine	<i>Jasminum mesnyi</i>
Rose	<i>Rosa spp.</i>
Rosemary	<i>Rosmarinus officinalis</i>
Texas Sage	<i>Leucophyllum frutescens</i>
Flowering Senno	<i>Cassia corymbosa</i>
Fringe Flower	<i>Lorapetalum chinensis</i>
Glossy Abella	<i>Abella grandiflora</i>
Esperanza	<i>Tecoma stans</i>
Firebush	<i>Hamella patens</i>
Skeletonleaf Goldeneye	<i>Viguiera stenoloba</i>

Small Shrubs and Perennials

Artemesia	<i>Artemesia 'Powis Castle'</i>
Coralberry	<i>Symphoricarpos orbiculatus</i>
Black Dalea	<i>Dalea frutescens</i>
Flame Acanthus	<i>Anisacanthus quadrifidus var. wrightii</i>
Globe mallow	<i>Sphaerolcea ambigua</i>
Turk's Cap	<i>Malvaviscus arboreus</i>
Bulbine	<i>Bulbine frutescens</i>
Colyophus	<i>Calylophus berlandieri</i>
Columbine	<i>Aquilegia spp.</i>
Blackfoot Daisy	<i>Melampodium leucanthum</i>
Copper Canyon Daisy	<i>Tagetes lemmonii</i>
Damianita	<i>Chrysoctinia Mexicana</i>
Fall Aster	<i>Aster oblongifolium</i>
Gaura	<i>Gaura lindheimeri</i>
Perennial Hibiscus	<i>Hibiscus mocheutos</i>
Bicolor Iris	<i>Diets bicolor</i>
Lantana	<i>Lantana spp.</i>
Mexican Mint Marigold	<i>Tagetes lucida</i>
Mexican Oregano	<i>IPalomintha longiflora</i>
Purple Coneflower	<i>Echinacea purpurea</i>
Rock Rose	<i>Pavonia laslopetala</i>
Cherry Sage	<i>Salvia greggii</i>
Jerusalem Sage	<i>Phlomis fruticosa</i>
Majestic Sage	<i>Salvia guaranitica</i>
Mexican Bush Sage	<i>Salvia leucantha</i>
Pink Skullcap	<i>Scutellaria suffrutescens</i>
Texas Betony	<i>Stachys coccinea</i>
Verbena	<i>Verbena spp.</i>
Yarrow	<i>Achillea spp.</i>
Zexmenia	<i>Wedelia texana</i>

Ornamental Grasses

Inland Sea Oats	<i>Chasmanthium latifolium</i>
Mexican Feathergrass	<i>Stipa tenuissima</i>
Big Muhly	<i>Muhlenbergia lindheimeri</i>
Deer Muhly	<i>Muhlenbergia rigens</i>
Gulf Muhly	<i>Muhlenbergia capillaris</i>
Miscanthus Grass	<i>Miscanthus sinensis</i>
Little Bluestem	<i>Schizachyrium scoparium</i>

Succulents

Various Hardy Agaves	<i>Agave spp.</i>
Basket Grass	<i>Nolina texana</i>
Prickly Pear	<i>Opuntia spp.</i>
Texas Sotol	<i>Dasyllirion texanum</i>
Spineless Sotol	<i>Dasyllirion longissima</i>
Various hardy Yuccas	<i>Yucca spp.</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Giant Hesperaloe	<i>Hesperaloe funifera</i>

Vines

Coral Vine	<i>Antigonon leptopus</i>
Crossvine	<i>Bignonia capreolata</i>
Fig Vine	<i>Ficus Pumila</i>
Passion Vine	<i>Passiflora incarnate</i>
Trumpet Vine	<i>Campsis radicans</i>
Virginia Creeper	<i>Parthenocissus quinquefolia</i>
Hacienda Creeper	<i>Parfehnocissus 'Hacienda'</i>

Groundcovers

Greg Dalea	<i>Dalea greggii</i>
Liriope	<i>Liriope muscari</i>
Mountain Pea	<i>Orbexillum spp.</i>
Monkey Grass	<i>Ophiopogon japonicas</i>
Trailing Rosemary	<i>Rosmarinus officinalis var. prostrates</i>
Berkley Sedge	<i>Carex tumulicola</i>
Sedum	<i>Sedum spp.</i>
Silver Panyfoot	<i>Dichandra argentea</i>
Katie's Ruellia	<i>Ruellia brittaniana 'Katie'</i>

Turf Grasses

Buffalo Grass (including 609 and other cultivars)	
Habiturf (seeded mix of buffalo grass, blue grama, and curly mesquite)	
Bermuda Grass (less aggressive cultivars such as Tiff preferred to common)	
Zoysia Grass	



9.0 PARKS AND OPEN SPACE DEVELOPMENT STANDARDS

9.1 General

Sweetwater East envisions an interconnected parks and open space system through the use of parks, parkways, recreational facilities and trail corridors. A diverse range of outdoor activities should be provided for residents and visitors to enjoy. A Parks and Open Space Plan for the overall development should be reviewed and approved by the DRC.

9.2 Passive Uses

Passive uses are an integral part of any open space network as they help allow passive recreation but also a visually aesthetic environment. Passive Use areas may include, but are not limited to, natural open space areas, trail corridors, detention/retention ponds, natural/improved drainage corridors, preserved drainages and wetlands, and other similar open space areas of the property.

9.3 Active Uses

Active uses may be included as a part of the open space network as the market conditions allow. Active use areas may include, but are not limited to, youth sports fields/complexes and supporting facilities, active use parks, trail corridors and other similar uses, including both public and private facilities.

9.4 Trails

Refer to the pedestrian trail discussion in the Circulation Section of this document for trail information.

9.5 Irrigation / Parklands

The irrigation / parklands area in the site plan is integral to the Sweetwater and Sweetwater East development as it will be utilized to recharge groundwater for the City of Bee Cave, Lake Travis watershed, and future development. Uses in this designation of the site plan may include any active, passive or trail use as described in these Parks and Open Space Standards.

10.0 COMMUNITY ELEMENTS

10.1 Site Furnishings

Each development parcel should provide site furnishings appropriate for the size and scope of the use proposed. A common "family" of site furnishings will be used across Sweetwater East. Final selection will be subject to review and approval by the Design Review Committee.

a. Benches

Benches should be located in commonly traveled pedestrian areas, including but not limited to; building entries, pedestrian gathering areas, near street lights and along trails and public and private open spaces. A minimum of two benches shall be required per building site in commercial areas. There is no minimum requirement for benches in residential and multi-family areas, though where provided they should meet the above standards.

b. Trash Receptacles

Trash receptacles should be located in commonly traveled pedestrian locations, and commonly paired with bench locations. A trash receptacle is not necessarily required at each bench. Trash receptacles should be easily accessible for pedestrians as well as for trash collections.

c. Bike Racks

Bike racks should be located close to building entrances and in a well-lit area.

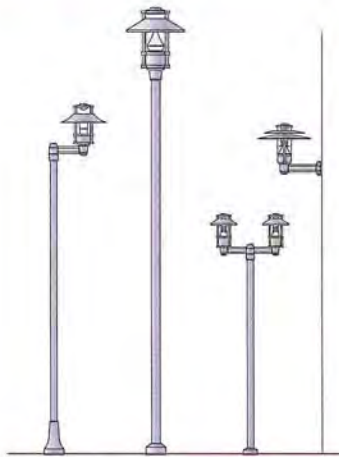
10.2 Lighting

a. General

1. On-site lighting should complement and reinforce the architecture and site design of the development without detracting from or significantly contrasting with the lighting on adjacent streets and parcels.
2. On-site lighting fixtures and illumination levels should be consistent with the intended type of the development.
3. On-site lighting should not cast glare on adjacent parcels and streets in a manner which may decrease the safety of vehicular and pedestrian movement.
4. All lighting potentially visible from adjacent streets should consider cut-off shield fixtures.

b. Street Lighting

Street lighting shall be located per jurisdictional requirements.





c. Parking Lot lighting

1. Parking lot lights, except for those required for security, should be extinguished within one (1) hour after the end of business hours and remain extinguished until one (1) hour prior to the commencement of business hours. For reasons of security, a maximum of 30% of the total lighting used for parking lot illumination may remain open during such period.
 2. Maximum fixture height for pole mounted lighting should be 30'.
 3. Maximum average foot-candles for parking lot areas should be 10.
 4. Special attention should be paid to the nighttime visual environment and energy efficiency without affecting security.
 5. Glare and stray light into neighboring properties and roads shall be controlled with cut-off shield fixtures.
 6. No upward light, moving light, or neon lights shall be permitted.
- d. Pedestrian Lighting
1. Bollard lights should be considered as accent lighting intended to provide definition to specific areas and walkways.
 2. Point-to-point lighting should be provided for pedestrian walkways and illumination of entryways, courtyards, and other such areas.

10.3 Fencing

It is the intent of Sweetwater East to use fencing, walls and landscape to provide security, screen utility, service areas, and provide a buffer between different uses in conjunction with the landscape requirements.

- a. Fencing materials may be wood, ornamental iron, decorative metal, masonry or stone that is visually appealing and complements the style of the Architecture and surrounding uses. Where chain-link fencing is required for security it will be subject to approval by the DRC and must be screened with landscape.
- b. All fencing will be subject to review and approval by the DRC.

11.0 ARCHITECTURE

11.1 General Architecture Standards

The architecture at Sweetwater East should be a distinct, consistent style and theme reflective of the Texas Hill Country character. The following standards are intended to help guide the design process and architectural design. All buildings will be reviewed and approved by the DRC.

Architectural styles may vary, subject to compatibility with surrounding properties and to the appropriate use of allowable exterior materials and colors. Certain building styles may be prohibited in the sole and absolute discretion of the DRC.

The DRC may disapprove the construction or design of a building on purely aesthetic grounds. Any prior decisions of the DRC regarding matters of design or aesthetics shall not be deemed to have set a precedent if the DRC feels that the repetition of such actions should have any adverse effect on the community.

a. Principal Materials

1. Masonry and Stone

Remaining consistent with traditional Hill Country building materials, limestone, granite, marble, slate, river rock, stucco, cement fiber siding, and other stones are permitted. Kiln-fired brick is also permitted. The use of brick, or stone should be used in a minimum of 30 percent of the front exterior wall surfaces (net of windows and doors). Exception to this requirement may be granted by the DRC. Additionally,

- Masonry/stone elements should be integral to the architecture of the building without the appearance of wallpaper.
- Masonry/stone columns should wrap the column in its entirety.
- Masonry/stone columns at garage corners should have a return dimension equal to or greater than the material width on the garage plane elevation.
- All other masonry/stone returns should end at a logical termination point related to rooflines or building massing, where feasible.
- Masonry wraps at building corners are required.

2. Rustic Wood

3. Glass

4. Stucco

b. Secondary Materials

1. Siding





- If siding is used, it should be consistent with the architectural style of the building.
 - When siding is used, utilizing a variety of material types per elevation is recommended. Siding should terminate at inside corners or otherwise be properly trimmed at corners.
 - Material changes should not occur at external corners and should return or change at internal corners.
2. Trim
- The header, sill, and trim element design should be consistent with the building's architectural style.
 - Materials, color, and articulation should be consistent with the building's architectural character and are subject to Design Review Committee review.
- c. General Usage Notes
1. The use of masonry or stucco should be done with appropriate attention to detailing. Stucco bands, cornices and friezes should be considered. Stone cap details, brick banding, key stones or similar touches should be included as regular features.
 2. Other materials, i.e. siding or stucco, should be used with careful attention to detail and unbroken expanses. Trim around windows, at corners, friezes and or cantilevers and other expressed elements should be carefully considered. The use of stucco as a secondary material should be carefully designed in regards to termination against another material, massing and with regard to appropriate amounts of detailing.
 3. Large expanses of white or very light colored stucco is discouraged.
- d. Color Palettes
- Hill County Colors : The Texas Hill Country is characterized by muted, natural earth tones with varying warm accent colors. Primary building colors emanate from the natural tones of limestone, brick, wood beams, and taupe stucco. These warm hues are accented by various bolder warm colors, as well as muted cool blues, often mixed with shades of grey.
1. Use Of Color

The blending of harmonious colors in the section of the exterior palette of a building is important. A variety of color palettes per elevation style should be required for any housing offered on a repeating basis. However, the size and density of a neighborhood should be considered when deciding on the number of color palettes. Careful consideration of masonry color selection and how it relates to color selection elsewhere on the home should be equally important.

 - Color schemes should be appropriate for the architectural style used.
 - Accent colors may be used to highlight architectural details.
 - In general, colors are an opportunity to provide richness and diversity within a

neighborhood.

- Even though there may be a "family" or palette of colors appropriate for each architectural style, a variety of colors should be used to achieve an eclectic character as opposed to a monochromatic approach.
- In general, colors should be non-obtrusive such that they blend into the surrounding landscape, particularly in large lot-areas and abutting public roads, public open space and/or community facilities.
- Red, orange or reddish-toned, or very dark, or white brick is discouraged.
- All color palettes require approval by the DRC. Those shown in these Master Development Standards are merely illustrative of typical Hill Country color palettes.

e. Sustainability

Sustainable design helps ensure the longevity of the built environment for future generations. Where feasible, sustainable design should be integrated into Sweetwater East. The following design elements should be considered:

- Fiber cement siding to reduce the use of wood
- Offer option of use of recycled water for toilets
- Use low flow toilets
- Use finished and stained concrete floors to keep buildings cool
- Use solar panels for electricity
- Use steel roof, with stone coating and aluminum foil under the plywood, to keep the home warm in winter and cool in summer.
- Use solar tubes to provide light into rooms without windows
- Use LED lighting throughout home
- Use heat on-demand water heater
- Use double-pane windows
- Use fly ash in concrete foundation to reduce use of cement
- Use recycled paper fiber for insulation
- Use recycled plastic and pulverized recycled wood for porches and decks

The use of any of the previous are subject to the review and discretion of the DRC. The prior written approval of the DRC shall be required for an owner or resident to install any "Solar Energy Device." For purposes of these Master Development Standards, a Solar Energy Device means a system of series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy, and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.





11.2 Detached and Attached Single-Family Residential

a. Building Massing and Scale

1. Variety in residential housing types and building forms provides diversity and visual interest to the neighborhood street scene. The following design principles should be incorporated into the design of residential structures:
 2. Compose building mass to create a human-scale environment.
 3. Design homes in scale with the lot size.
 4. Articulate wall planes.
 5. Minimize the visual impact of the garage wherever possible.
 6. Add projections and recesses to provide shadow and depth.
 7. Add single-story elements to create a sense of variety within the street scene such as:
 - Covered entries.
 - Awnings at first floor level.
 - Courtyards – walled with detached trellis in front yards or exposed side yards.
 - One-story massing with a one-story roof height.
 - Wrap-around covered porch with columns and railings.
 - Step second story to improve the street scene.
 - Utilize architecture forward design with living space, entry, windows, doors, and architectural detail dominating the house presence on the street.
 - Encourage garages behind the house's front mass on front-loaded single-family, detached homes.

b. Enhanced Elevations

1. Enhanced elevations shall be required (side and rear) for lots exposed to public view and corner lots on collectors and arterial roads or open space.
2. Full masonry is required on two sides of a home facing the street at the intersection of any spine and/or main road with any other spine, main road, or local road; unless other architectural detailing is approved by the DRC.
3. Incorporate varied wall planes, roof forms, and window treatments such as bay windows and dormers, wherever possible.
4. Full expression of architectural style to a degree that is clearly recognizable.
5. Side and rear elevations shall feature a similar level of architectural articulation as front elevations, including building and roof forms, materials, and detailing.
6. Additional trim details that reflect the front elevation character should be provided.
7. The use of identical front or rear elevations side-by-side is prohibited.
8. A minimum of four different floor plans with three to four different elevations per floor plan should be offered.
9. The same elevation shall not be built adjacent to or directly across from one another. In addition, not more than two of the same floor plan shall be adjacent to each other.

10. Repetitive massing and roof forms are discouraged and additional elements may be required such as:

- Covered porches
- Pot shelves
- Trellises
- Masonry
- Project of gable or hip roofs to create an additional wall plane
- Shutters
- Trim

11. Rear Elevations

- Rear elevations should include changes of plane depth in order to create visual interest and avoid a completely flat elevation.
- Materials and trim detailing should reflect the front elevation character.

12. Side Elevations

- Material and trim patterns should reflect the front elevation character.
- A logical stopping point at the side elevation is required on all masonry accents and trim patterns.
- Large expansive areas of one material are discouraged.

c. Roofscapes

1. Roof design has a particular influence on a community street scene so the following elements should apply to roof treatment. The pitch, color, and composition of all roof materials must be approved in writing by the DRC.

- Articulated roofscapes should be created through the use of a variety of traditional roof forms: including hips, gables, clipped gables, etc. These varied roof forms should be considered in the design of the individual buildings as well as in the combination of buildings within a street scene.
- Variation in roof shapes and materials may be utilized to create a sense of individuality and diversity. These details should be compatible with the individual style of each house.
- A variety of roof pitches (4:12 to 8:12) and forms are encouraged to enhance individual architectural expression.
- Roof treatments, including form, slope, material and overhangs should be consistent with the architectural style of the dwelling.
- Fascias may be either stucco, wood, tile, or fiber cement. If wood is used, it should be stained or painted. Fiber cement is an acceptable alternative fascia material.
- All flashing, sheet metal, vent stacks, and pipes should be painted to match the adjacent building surfaces.





- Skylights are permitted, but should be designed as an integral part of the roof. White and/or "bubble" skylights are not permitted. Skylight framing material should be bronze anodized or colored to match the adjacent roof.
 - Solar panels, when used, should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof.
 - Support solar equipment not located on the roof should be enclosed and screened from view.
- d. Architectural Features And Accents
1. Porches
 - Porches should be appropriately scaled and consistent in material and detailing with the home's architectural style.
 - Porches should be designed in conjunction with the active spaces of the dwelling to enhance their use as livable outdoor rooms.
 - Porches should have columns and railings that are consistent with the home's architectural style; they should be fully covered in one of the following ways:
 - Roof element and tile matching the residence
 - Trellis structure
 - Second floor balcony or overhang
 2. Balconies
 - Balconies, where provided, should be incorporated into the building form to provide articulation and visual interest to large wall masses.
 - All balconies and their elements should be consistent with the home's architectural style.
 3. Courtyards
 - Courtyards, similar to porches, provide a transition from the public space to the entrance of the home.
 - Courtyard walls should be finished to match the house. They may be embellished with stone, ceramic tiles, steps, recesses, cutouts, or wrought iron accents appropriate to the residence's architectural style.
 4. Windows
 - All windows and doors should be wrapped by wood, stucco, or cement fiber trim a minimum of 3" wide, unless the window or door is surrounded by masonry. Fiber cement is an acceptable alternative trim material.
 - The style of windows including size, shape, mullion pattern and trim should be compatible with the residence's architectural style.
 - Windows may be single-hung, casement, fixed, or sliding windows.
 - Glazing may be either clear or tinted. Tinted windows are not permitted on the

front or primary elevation.

5. Doors

- The entry of a dwelling should be articulated as a focal point of the building's front elevation, appropriately scaled to the size and character of the house.
- The entry should be accentuated through detailing consistent with the home's architectural style such as distinctive shapes, door surrounds, roof elements, columns, porticos, recesses, decorative window(s) or other architectural features that accentuate the entry.
- Doors should appear substantial with simple detailing. Special attention should be paid to entry doors and entry hardware.

e. Miscellaneous

1. Foundations

- At raised footing conditions, finish materials should continue down to within 6" of finished grade per applicable International Code. At driveways and walkways, finish materials should continue down to within 2" of finished surface.

2. Accessory Structures

- Patio covers, trellises, gazebos or any other accessory structures should be compatible with the home's architectural style. They should be constructed as permitted by governing codes, particularly with respect to height, size, lot coverage and setbacks.

3. Chimneys

- Chimneys, particularly chimney caps, should be simple in design, so as not to distract from the building.
- Chimney design should be compatible with the residence's architecture.
- Chimney ends should not expose spark/screen arrestors. Custom metal hoods are allowed.
- False chimneys may be considered for concealing gas vents and should be designed consistent with other chimneys on the home.

4. Mechanical Equipment

- Visibility of mechanical equipment, such as air conditioners, heaters, evaporative coolers, television and radio antennas, satellite dishes, and other such devices should be minimized from any street, walkway, open space or adjacent lot. Placement plans should be submitted for review and approval of the DRC and are subject to all federal or state regulations currently in effect.

5. Decks

- Wood decks located at the main level of a walk-out can appear to be added as an afterthought. Such decks should be integrated into the architecture of





the home through the use of masonry, stucco columns and/or built-up sided columns, detailed railings, the integration of lighting fixtures, and other methods which blend them with the home. All deck columns shall be a minimum of 6" in diameter. Covered decks should be encouraged where the roof form is consistent and blends with the home.

- Attention should be given to stairway construction as it connects from the deck to grade. Running the stair along the side of the home to meet grade coming downhill is encouraged. Stairs should be constructed of similar materials to the deck and its handrail and should be constructed by use of cantilevering its support or supporting it with additional columns as previously described. All vertical surfaces, including rails, fascias and stair jacks should be painted or stained and or coordinated with the house color.
- Home design should give consideration to the connection of the deck to the home, ensuring that rails do not conflict with windows and that the extent of the deck compliments the exterior elevation. Decks should consider the scale and mass of the home and should be scaled so as not to be long and narrow and stretch across the back of the home, but rather to approach a proportioned rectangular or square form.

6. Prohibited Elements

The following architectural elements are prohibited in the single-family portion of Sweetwater East:

- Stove pipe chimneys
- Random roof penetrations, vents, or skylights facing the street.
- White or bubble skylights
- Mirrored glass or any reflective film on windows.

11.3 Multi-Family Residential

a. Building Massing and Scale

Variety in residential housing types and building forms provides diversity and visual interest to the neighborhood street scene. The following design principles should be incorporated into the design of residential structures:

1. Compose building mass to create a human-scale environment.
2. Articulate wall planes.
3. Minimize the visual impact of the garage wherever possible.
4. Add projections and recesses to provide shadow and depth.
5. Add single-story elements to create a sense of variety within the street scene such as:
 - Covered entries.
 - Awnings at first floor level.
 - Courtyards – walled with detached trellis in front yards or exposed side yards.
 - One-story massing with a one-story roof height.
 - Wrap-around covered porch with columns and railings.
 - Step second story to improve the street scene.

b. Enhanced Elevations

1. Enhanced elevations shall be required (side and rear) for lots exposed to public view and corner lots on collectors and arterial roads or open space.
2. Additional masonry should be considered on elevations which face the street at the intersection of any spine and/or main road with any other spine, main road, or local road.
3. Incorporate varied wall planes, roof forms, and window treatments such as bay windows and dormers, when practical.
4. Full expression of architectural style to a degree that is clearly recognizable.
5. Side and rear elevations shall feature a similar level of architectural articulation as front elevations, including building and roof forms, materials, and detailing.
6. Additional trim details that reflect the front elevation character should be provided.
7. Repetitive massing and roof forms are discouraged and additional elements may be required such as:
 - Covered porches
 - Pot shelves
 - Trellises
 - Masonry
 - Gable or hip roofs to create an additional wall plane
 - Shutters
 - Trim





8. Rear Elevations
 - Materials and trim detailing should reflect the front elevation character.
9. Side Elevations
 - Material and trim patterns should reflect the front elevation character.
 - A logical stopping point at the side elevation is required on all masonry accents and trim patterns.
 - Large expansive areas of one material are discouraged.
- c. Roofscapes

Roof design has a particular influence on a community street scene so the following elements should apply to roof treatment. The pitch, color, and composition of all roof materials must be approved in writing by the DRC.

 1. Articulated roofscapes should be created through the use of a variety of traditional roof forms; including hips, gables, clipped gables, etc. These varied roof forms should be considered in the design of the individual buildings as well as in the combination of buildings within a street scene.
 2. Variation in roof shapes and materials should be utilized to create a sense of individuality and diversity. These details should be compatible with the individual style of each building.
 3. A variety of roof pitches (4:12 to 8:12) and forms are encouraged to enhance individual architectural expression.
 4. Roof treatments, including form, slope; material and overhangs should be consistent with the architectural style of the dwelling.
 5. Fascias may be either stucco, wood, tile, or fiber cement. If wood is used, it should be stained or painted. Fiber cement is an acceptable alternative fascia material.
 6. All flashing, sheet metal, vent stacks, and pipes should be painted to match the adjacent building surfaces.
 7. Flat roofs on styles that do not recommend them.
 8. Skylights are permitted, but should be designed as an integral part of the roof. White and/or "bubble" skylights are not permitted. Skylight framing material should be bronze anodized or colored to match the adjacent roof.
 9. Solar panels, when used, should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof.
 10. Support solar equipment should be enclosed and screened from view.
- d. Architectural Features And Accents
 1. Porches
 - Porches should be appropriately scaled and consistent in material and detailing with the building's architectural style.

- Porches should be designed in conjunction with the active spaces of the dwelling to enhance their use as livable outdoor rooms.
 - Porches should have columns and railings that are consistent with the home's architectural style; they should be fully covered in one of the following ways:
 - Roof element and tile matching the residence
 - Trellis structure
 - Second floor balcony or overhang
2. Balconies
- Balconies, where provided, should be incorporated into the building form to provide articulation and visual interest to large wall masses.
 - All balconies and their elements should be consistent with the home's architectural style.
3. Courtyards
- Courtyards, similar to porches, provide a transition from the public space to the entrance of the home and create common areas within a multi-family residential development.
 - Courtyard walls should be finished to match the building. They may be embellished with stone, ceramic tiles, steps, recesses, cutouts, or wrought iron accents appropriate to the residence's architectural style.
4. Windows
- All windows and doors should be wrapped by wood, stucco, or fiber cement trim a minimum of 3" wide, unless the window or door is surrounded by masonry. Fiber cement is an acceptable alternative trim material.
 - The style of windows including size, shape, mullion pattern and trim should be compatible with the residence's architectural style.
 - Windows may be single-hung, casement, fixed, or sliding windows.
 - Glazing may be either clear or tinted. The type, appearance, and color of windows on a street facing facade must be approved by the DRC. Tinted films applied to windows post installation are not permitted without prior approval by the DRC.
 - Stained glass windows are permitted for places of worship.
5. Doors
- The entry of a dwelling should be articulated as a focal point of the building's front elevation, appropriately scaled to the size and character of the building.
 - The entry should be accentuated through detailing consistent with the building's architectural style such as distinctive shapes, door surrounds, roof elements, columns, porticos, recesses, decorative window(s) or other architectural features that accentuate the entry.





- Doors should appear substantial with simple detailing. Special attention should be paid to entry doors and entry hardware.
- e. Miscellaneous
 1. Foundations
 - At raised footing conditions, finish materials should continue down to within 6" of finished grade per applicable International Code. At driveways and walkways, finish materials should continue down to within 2" of finished surface.
 2. Accessory Structures
 - Patio covers, trellises, gazebos or any other accessory structures should be compatible with the home's architectural style. They should be constructed as permitted by governing codes, particularly with respect to height, size, (lot coverage) and setbacks.
 3. Chimneys
 - Chimneys, particularly chimney caps, should be simple in design, so as not to distract from the building.
 - Chimney design should be compatible with the residence's architecture.
 - Chimney ends should not expose spark/screen arrestors. Custom metal hoods are allowed.
 - False chimneys may be considered for concealing gas vents and should be designed consistent with other chimneys on the home.
 4. Mechanical Equipment
 - Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, satellite dishes, and other such devices visible from any street, walkway, open space or adjacent lot should be screened if located or mounted on the roof. Placement plans should be submitted for review and approval of the County and are subject to all federal or state regulations currently in effect.
 5. Prohibited Elements

The following architectural elements are prohibited in the multi-family portion of Sweetwater East:

 - Stove pipe chimneys
 - Random roof penetrations, vents, or skylights facing the street.
 - White or bubble skylights
 - Mirrored glass or any reflective film on windows.

11.4 Non-residential

a. Building Massing and Scale

Variety in non-residential building forms provides diversity and visual interest to the neighborhood street scene. The following design principles should be incorporated into the design of non-residential structures:

1. Compose building mass to create a human-scale environment.
2. Articulate wall planes.
3. Minimize the visual impact of the parking garages, loading docks, and dumpsters wherever possible.
4. Add projections and recesses to provide shadow and depth.
5. Add single-story elements to create a sense of variety within the street scene such as:
 - Covered entries.
 - Awnings at first floor level.
 - Courtyards – walled with detached trellis in front yards or exposed side yards.
 - One-story massing with a one-story roof height.
 - Wrap-around covered porch with columns and railings.
 - Step second story to improve the street scene.

b. Enhanced Elevations

1. Enhanced elevations shall be required (side and rear) for lots exposed to public view and corner lots on collector and arterial roads or open space.
2. Incorporate varied wall planes, roof forms, and window treatments wherever possible.
3. Full expression of architectural style to a degree that is clearly recognizable.
4. Side and rear elevations shall feature a similar level of architectural articulation as front elevations, including building and roof forms, materials, and detailing.
5. Additional trim details that reflect the front elevation character should be provided.
6. Repetitive massing and roof forms are discouraged and additional elements may be required such as:
 - Covered entries
 - Masonry
 - Project of gable or hip roofs to create an additional wall plane
 - Shutters
 - Trim
7. Rear Elevations
 - Materials and trim detailing should reflect the front elevation character.





8. Side Elevations
 - Material and trim patterns should reflect the front elevation character.
 - A logical stopping point at the side elevation is required on all masonry accents and trim patterns.
 - Large expansive areas of one material are discouraged.
9. Façade Variation and Articulation
 - Building facades should include architectural variations and articulation to the extent that they create an elevation that does not appear repetitive or monotonous.
- c. Roofscapes

Roof design has a particular influence on a community street scene so the following elements should apply to roof treatment. The pitch, color, and composition of all roof materials must be approved in writing by the DRC.

 1. Articulated roofscapes should be created through the use of a variety of traditional roof forms; including hips, gables, clipped gables, etc. These varied roof forms should be considered in the design of the individual buildings as well as in the combination of buildings within a street scene.
 2. The cornice line for buildings with flat roofs should vary in order to create visual interest.
 3. Variation in roof shapes and materials should be utilized to create a sense of individuality and diversity. These details should be compatible with the individual style of each building.
 4. A variety of roof pitches (flat, as well as 4:12 to 8:12) and forms are encouraged to enhance individual architectural expression.
 5. Roof treatments, including form, slope; material and overhangs should be consistent with the architectural style of the dwelling.
 6. Fascias may be either stucco, wood, tile, or fiber cement. If wood is used, it should be stained or painted.
 7. All flashing, sheet metal, vent stacks, and pipes should be painted to match the adjacent building surfaces.
 8. Skylights are permitted, but should be designed as an integral part of the roof. White and/or "bubble" skylights are permitted when screened. When visible, skylight framing material should be bronze anodized or colored to match the adjacent roof.
 9. Solar panels, when visible, should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof.
 10. Support solar equipment should be enclosed and screened from view.
- d. Architectural Features And Accents

- i. Balconies
 - Balconies, where provided, should be incorporated into the building form to provide articulation and visual interest to large wall masses.
 - All balconies and their elements should be consistent with the building's architectural style.
- 2. Courtyards
 - Courtyards, similar to porches, provide a transition from the public space to the entrance of the building and create common areas within a development.
 - Courtyard walls should be finished to match the building. They may be embellished with stone, ceramic tiles, steps, recesses, cutouts, or wrought iron accents appropriate to the residence's architectural style.
- 3. Windows
 - All windows and doors should be wrapped by wood, stucco, or fiber cement trim a minimum of 3" wide, unless the window or door is surrounded by masonry.
 - The style of windows including size, shape, mullion pattern and trim should be compatible with the residence's architectural style.
 - Windows may be single-hung, casement, fixed, or sliding windows.
 - Glazing may be either clear or tinted. Tinted windows are not permitted on the front or primary elevation.
- 4. Doors
 - The entry of a building should be articulated as a focal point of the building's front elevation, appropriately scaled to the size and character of the building.
 - The entry should be accentuated through detailing consistent with the building's architectural style such as distinctive shapes, door surrounds, roof elements, columns, porticos, recesses, decorative window(s) or other architectural features that accentuate the entry.
 - Doors should appear substantial with simple detailing. Special attention should be paid to entry doors and entry hardware.
- e. Miscellaneous
 - 1. Foundations
 - At raised footing conditions, finish materials should continue down to within 6" of finished grade per applicable International Code. At driveways and walkways,





finish materials should continue down to within 2" of finished surface.

2. Accessory Structures

- Patio covers, trellises, gazebos or any other accessory structures should be compatible with the building's architectural style. They should be constructed as permitted by governing codes, particularly with respect to height, size, (lot coverage) and setbacks.

3. Chimneys

- Chimneys, particularly chimney caps, should be simple in design, so as not to distract from the building.
- Chimney design should be compatible with the building's architecture.
- Chimney ends should not expose spark/screen arrestors. Custom metal hoods are allowed.
- False chimneys may be considered for concealing gas vents and should be designed consistent with other chimneys on the building.

4. Mechanical Equipment

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, satellite dishes, and other such devices visible from any street, walkway, open space or adjacent lot should be screened if located or mounted on the roof. All garbage dumpsters shall be screened. Placement plans should be submitted for review and approval of the County and are subject to all federal or state regulations currently in effect.

5. Prohibited Elements

The following architectural elements are prohibited in the non-residential portion of Sweetwater East:

- Non-screened random roof penetrations, vents, or skylights facing the street.
- Non-screened white or bubble skylights
- Mirrored glass or any reflective film on windows.



SWEETWATER EAST MASTER DEVELOPMENT STANDARDS

PREPARED FOR:



PREPARED BY:

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SIGNAGE AND MONUMENTS

Project signage helps to establish a coordinated graphic system that provides for visitor orientation, business identification, and information communication in a distinct and aesthetically pleasing manner. In order to create an environment that encourages innovation and creativity, Sweetwater East will follow the City of Bee Cave signage regulations with the following exceptions. Signage is subject to review and approval by the Design Review Committee. Variances and waivers from these regulations may be permitted at the discretion of the DRC.

Sec. 28.01.003 Prohibited Signs

The following signs, prohibited by Bee Cave sign regulations, will be allowed within the Sweetwater East development under the following guidelines.

- (3) Exposed Neon Tubing – Neon tubing signs may be used where they lend themselves to building a business's character and enhancing the pedestrian atmosphere. They are allowed as building mounted signs in commercial retail centers per DRC review and approval only. These signs shall follow the size regulations as set for all building mounted signage.



- (13) Window Signs – Window signs are allowed, with DRC approval, where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business. Window signs should not cover more than 20% of the window surface area.



(16) Murals – Murals are allowed, with DRC approval, where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business.



Article 28.02 Administrative Procedure

DRC review and approval of signage is required prior to approval by the City of Bee Cave. Signage reviews by the DRC and City may occur concurrently, but the City may not give their approval until the DRC has confirmed their approval. Concurrent reviews are made at the Applicant's own risk. If the DRC requests changes, the Applicant must make these changes and, if they have already submitted a package to the City, re-submit the updated plans to the City. The final plans approved by the DRC and the City must demonstrate the same information.

Sec. 28.04.008 Signage Lighting

- a. Internally lit signs are allowed only if the light source is not directly visible, such as with halo-lit or reverse channel letters.
- b. Exposed neon tube lighting is allowed as described in Sec. 28.01.003 (3), above.



Sec. 28.05.004 & 28.05.005 Monument Signs

Businesses may share a monument, but no more than one monument per entry from a roadway (other than Highway 71) into the project site is allowed, and must be contained within the property boundaries. For pedestrian and vehicular safety, no part of a monument may encroach into the sight visibility area of intersections or right-of-way areas.

(2) Size

(A) Maximum Surface Area of a Sign: 40 square feet.

(B) Maximum horizontal dimension of 25 feet.

(3) Height: Maximum of 10 feet. The height of the sign is measured from the average of the finished grade at the base of the sign.

Monumentation along Highway 71

(1) Single Business Use Signs

One monument sign along Highway 71 is allowed for a commercial use which has direct access off of Highway 71 or over 50 feet of lot frontage along Highway 71.

(A) Maximum Sign Height: 10 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.

(B) Maximum Surface Area of a Sign: 40 square feet.

(C) Maximum Horizontal Dimension: 25 feet.

(2) Multi-Tenant Signs

One multi-tenant sign along Highway 71 is allowed per Commercial development which has direct access off of Highway 71 or 50,000 or more square feet GFA.

(A) Maximum Sign Height: 14 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.

(B) Maximum Surface Area of a Sign: 54 square feet.

(C) Maximum Horizontal Dimension: 18 feet.

Sec. 28.05.007 Window Signs

Window signs are allowed where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business.

- a. Window signs should not cover more than 20% of the window surface area.

Sec. 28.05.008 Informational Signs

Informational signs such as project branding banners and flags (including those incorporated into pole lights); project directories, directional signage, and informational kiosks may be located within the development as approved by the DRC.

Sec. 28.05.013 Temporary Signs

Temporary signs such as banners and flags are permitted and may be located with pedestrian pole lights, incorporated into the streetscape, or within pedestrian spaces.

- (A) Signs that span across traffic lanes, such as holiday décor or informational banners for community events, are only allowed in special locations, to create pedestrian scale, as determined by the DRC.
- (B) The length of time that these signs are allowed to be implemented is to be decided by the DRC and is dependent upon the use and type of sign.



Sec. 28.05.015 Temporary Project Development Signs

There currently exists temporary project signs on the Sweetwater East site, that are approximately 12 feet in width and 16 feet in height. The size, location, materials, etc. of these existing signs is allowed to remain throughout the development and construction of the community. These signs may be refaced or surfaced as needed without approval by the DRC or City, including changes in the information displayed. These signs will be registered with the City per Article 28.03.

Sec. 28.05.016 Entry Monumentation

Entry monumentation consists of primary project identification at community entry points from Highway 71 and into the residential neighborhoods from the internal roadways. It should set the tone for the project or neighborhood and create a gateway into the development. Signs must be contained within the property boundaries. For pedestrian and vehicular safety, no part of a monument may encroach into the sight visibility area of intersections or right-of-way areas, unless in a landscaped median.

(A) Size

- a. Maximum Surface Area of a Sign: 64 square feet.
- b. Maximum horizontal dimension of 25 feet.

(B) Height: Maximum of 10 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.

(C) Two signs are allowed at each major roadway entrance into the overall Sweetwater East development, or into residential neighborhoods, and do not include drives into individual commercial parcels (see Sec. 28.05.004 & 28.05.005 Monument Signs, above).

(D) One sign may be split up between two separate elements to be placed on either side of a major roadway entrance; as long as it creates a cohesive gateway design and the sum of the elements' dimensions do not exceed the maximum dimensions listed above. For example, two signs totaling the full-dimensions in size, may be placed on either side of a roadway, or there may be one sign utilizing the full-dimensions placed in a median, or on one side of the Sweetwater East entry road.

(E) Other elements such as columns, decorative walls and retaining walls, etc. which enhance the identification of the entry but do not display any information, are excluded from these requirements, even if they are in some way attached to the signage, as long as the sign does not appear structurally dependent on these elements.

Exhibit "H" - Design Criteria Review Committee and Procedures

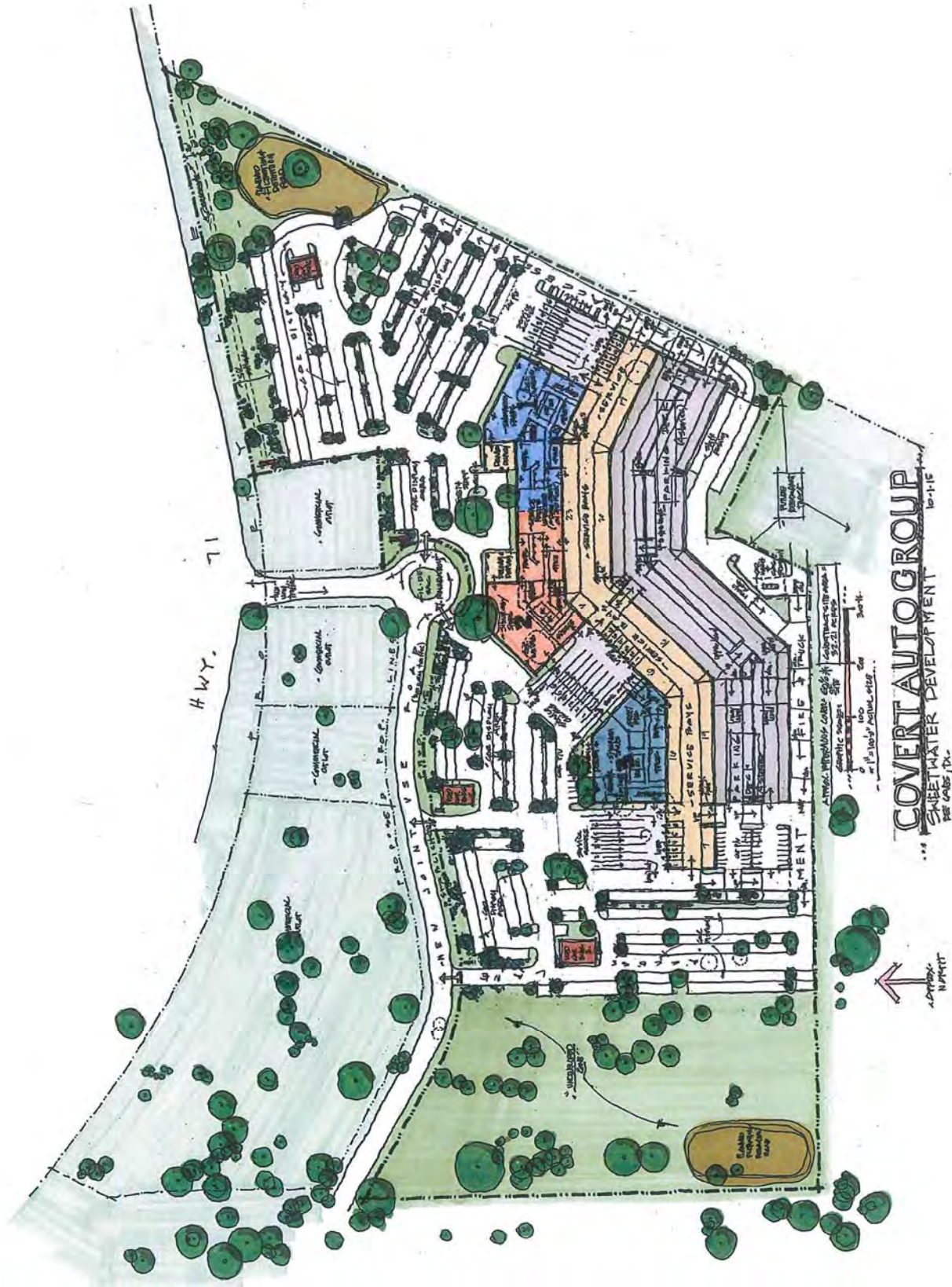
Exhibit H

Design Criteria Review Committee Procedures

The master developer of the Sweetwater Eastland property, WS-COS Investments, LLC (Wheelock), wants to ensure the organized development and construction of high quality commercial and multifamily residential improvements on the Eastland property, that will be complimentary to the surrounding community. Wheelock envisions selling individual tracts or parcels to third-party developers or users (Developer) who will then develop and construct the improvements on each tract or parcel.

Wheelock will appoint a three-member Design Review Committee (DRC) to review and approve all development within the Eastland property. The DRC may also retain engineering, architectural, landscape, and other professionals to assist in the review, and to make recommendations to the DRC, for approval of the proposed development on each tract or parcel within the Eastland property. The DRC will establish submittal processes and procedures, including review fees, for development within the Eastland property.

An outline of the DRC submittal and review procedure for the Eastland property is listed in Section 1.3 of the Master Development Standards. These procedures, submittal requirements, and review fees, are subject to the requirements of the Development Agreement between the City of Bee Cave, Wheelock, the District and Covert and implementation, future approvals pursuant to the Master Development Standards and any future amendments thereto shall be in accordance with the Development Agreement. The DRC shall review and ensure that all third party applications for development are in compliance with the Development Agreement.



COVERT AUTO GROUP 10-115
SHEET WATER DEVELOPMENT
SEE CASE, TX.







Exhibit "J" – Strategic Partnership Agreement

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is made and entered into, effective as of _____, by and between the **CITY OF BEE CAVE, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "City"), and **LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District"). This Agreement covers the land within the boundaries of the District, as may be enlarged by annexation or reduced by exclusions from time to time, (the "Land"). The Land within the District as of the effective date of this Agreement is described in Exhibit "A" attached hereto.

RECITALS

The District was created for the purpose of providing water, sewer and drainage facilities to the land within its boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City, but is not within its corporate limits. The District is part of the Sweetwater master planned community (the "*Development*") and is subject to a development agreement (the "*Development Agreement*") between the City of Bee Cave, the District and WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, and WS-COS INVESTMENTS, LLC, a Delaware limited liability company, (collectively, the "*Developer*").

The provisions of Tex. Local Gov't Code, Section 43.0751 (the "*Act*") state that the City and the District may enter into a strategic partnership agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

**ARTICLE I
DEFINITIONS**

1.01. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services nor is the City obligated to make payments to the District.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by Tex. Local Gov't Code, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing.

ARTICLE 1A FULL PURPOSE ANNEXATION OF LTISD TRACT

1A.01. Generally. In accordance with Subsection 43.0751(f)(4) of the Texas Local Government Code, and with the consent of the District, the City may annex for full purposes that certain commercial portion of the District more particularly described in Exhibit "B" attached hereto and incorporated herein (the "LTISD Tract"). The Parties acknowledge, agree, and determine that the LTISD Tract is commercial property for the purposes of Subsection 43.0751(f)(4) of the Texas Local Government Code and may properly be annexed for full purposes pursuant to such subsection. District consent shall be evidenced by a written resolution adopted by the Board of Directors of the District subsequent to the effective date of this Agreement.

1A.02. Property Taxes. The Parties acknowledge and agree that upon the full purpose annexation of the LTISD Tract provided in this Article 1A, the owners of taxable property, if any, within the LTISD Tract, shall be liable for ad valorem taxes levied by the City in addition to ad valorem taxes levied by the District.

1A.03. Powers and Functions Retained by the District. The Parties acknowledge, agree, and determine that Subsection 43.0751(f)(4) of the Texas Local Government Code

is the sole authority for the full purpose annexation of the LTISD Tract provided in this Article 1A and that any such annexation is pursuant to such subsection. Following the full purpose annexation of the LTISD Tract provided in this Article 1A, the District shall remain a "full purpose district," does not convert into a "limited district," and should in no circumstance be considered a "limited district." The District is authorized to exercise all powers and functions of the District provided by existing law or any amendments or additions thereto within its boundaries following the full purposed annexation provided in this Article 1A. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to full-purpose annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized for the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law, the City will not annex the District for full purposes until the later of the following conditions have been met, and shall thereafter be authorized, but not required, to annex the District for any purpose:

- a. twenty years from the effective date of this Agreement; or
- b. the date when:
 - i. water, wastewater, drainage, street, and park and recreational facilities have been completed to serve at least 90% of the developable acreage within the land within the District; and
 - ii. the developer or developers in the District, or their successors or assigns, have been reimbursed by the District to the maximum extent permitted by the rules of the Texas Commission on Environmental Quality or the City assumes any obligation of the District for such reimbursement to the developers under such rules; or
 - iii. the District dissolves.

2.02. Annexation procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in its Annexation Plan pursuant to Tex. Local Gov't Code, Section 43.032. *et seq.* Upon the full-purpose annexation of territory within the District by the City pursuant to the provisions of this Agreement, such territory shall no

longer be subject to the terms and provisions of this Agreement but shall instead be governed by the rules, regulations, codes, and ordinances then and thereafter effective within the City. Annexation shall otherwise be in accordance with existing law.

2.03. Operations prior to full-purpose annexation. Prior to full-purpose annexation, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City. Provided however, the District shall not adopt rules or regulations that conflict with the City's development regulations provided in the Development Agreement which regulations may be amended from time to time in accordance with the Development Agreement.

2.04. Abolition of the District following full-purpose annexation. Upon full-purpose annexation of the District under the provisions of **Section 2.01**, above, the City shall act to abolish the District in accordance with applicable law; provided that, if the City has not abolished the District within 90 days after annexation, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.05. The District is not authorized to annex land that is within the corporate limits of another municipality or within the ETJ of another municipality, unless the District then selects the ETJ of the City such that the entirety of the District is within the ETJ of the City and not within the jurisdiction of any other municipality.

ARTICLE 3

ALLOCATION OF MUNICIPAL SERVICES WITHIN THE DISTRICT

3.01. Fire/EMS services. The District is contained within an emergency services district and the City will have no obligation to provide fire/EMS protection services to the District.

3.02. Water, Wastewater and Drainage Services. The District shall be responsible for the provision of water and wastewater services to all land within the District.

3.03 Other municipal services. The City is not required to provide any municipal services within the District, except as specifically provided herein.

ARTICLE 4 DEFAULT, NOTICE AND REMEDIES

4.01. Default, notice. A breach of any material provision of this Agreement after notice and an opportunity to cure, shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice, (the "Notice Period")), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to the following:

a. Each party waives any action for damages against the other except for the recovery of attorney's fees, as per subparagraph b below.

b. If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

c. If such default remains uncured after the expiration of the notice period, the non defaulting party may (i) enforce this Agreement by seeking specific performance or a writ of mandamus, as applicable, from a court of proper jurisdiction; (ii) terminate this Agreement by providing written notice of such termination to the other party as to the portion of the land affected by the default; or (iii) pursue injunctive relief to cure the default from a court of proper jurisdiction. If injunctive relief is sought the request shall specify the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 5 MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in Official Records of Travis County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of a dissolution of the District by the City, the developers of land within the District shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for 50 years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement may be extended, at the District's request, with City approval, for successive one-year periods until all land within the District has been annexed by the City.

5.03. Notice. Any notices or other communications (a "Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Bee Cave
Attn: City Manager
4000 Galleria Parkway
Bee Cave, Texas 78738

With Required
Copy to: Ms. Patty Akers, City Attorney
Akers & Akers, L.L.P.
13809 Research Blvd.
Suite 250
Austin, Texas 78750

District: Lazy Nine Municipal Utility District No. 1A
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca, Suite 510

Austin, Texas 78701
Attn: Trey Lary

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Travis County, Texas.

5.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.10. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF BEE CAVE, TEXAS

Mayor

ATTEST:

City Secretary

LAZY NINE COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1A

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, by _____, Mayor of the City of Bee Cave, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, by _____, _____ of the Board of Directors of Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit "K" - Deed Restrictions for Covert Tract

RESTRICTIVE COVENANT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Restrictive Covenant is made to be effective the date set forth below by BEE CAVES – 71A, LLC, a Texas limited liability company.

RECITALS:

A. BEE CAVES – 71A, LLC (“**Bee Caves-71A**”) is the owner of that certain 22.997 acre tract of land located in the City of Bee Cave, Texas, more particularly described on **Exhibit A** attached hereto (the "**Property**").

B. The City of Bee Cave, Texas, a home rule municipality located in Travis County, Texas (the "**City**"); Matthews-Barnes Brothers Investments, LP, a Texas limited partnership (“**Covert**”); WS-COS Investments, LLC, a Delaware limited liability company (“**Developer**”); and Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas, have entered into that certain Development Agreement (the "**Development Agreement**") dated December 8, 2015, relating to 393 acres of land more particularly described in the Development Agreement (the "**Eastland Tract**") currently owned by Developer, and also known as part of the Sweetwater Community.

C. Covert and Developer have entered into that certain Contract of Sale dated July 10, 2015, providing for the sale and conveyance from Developer to Covert of approximately 32 acres of land within the Eastland Tract on and subject to certain terms and conditions, including without limitation, compliance with the requirements of the Development Agreement.

D. Among other things, the Development Agreement contemplates that, as a condition for Covert’s purchasing and building upon said approximately 32 acres, Covert will cause restrictions on the use of the Property to be imposed as set forth herein as a condition to the full and continued operation of the Development Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid by the City of Bee Cave, and to satisfy the requirements of the Development Agreement, it is declared and Bee Caves-71A agrees that the Property shall be owned, held, sold and conveyed subject to the following covenant and restriction, which is hereby imposed and impressed upon the Property, and which covenant and restriction shall run with the land and shall be binding on, Bee Caves – 71A, its successors and assigns, and the future owners and/or tenants of all or any part of the Property:

The Property shall be developed and used under the requirements of the City’s “Neighborhood Services” zoning district, or such other zoning requirements as may

be approved by the City from time to time in accordance with the City's Code of Ordinances.

The foregoing covenant and restriction shall be binding upon BEE CAVES – 71A, LLC, its successors and assigns, and the future owners of all or any portion of the Property, and shall be for the benefit of, and shall be enforceable by, the City. If any person or entity shall violate or attempt to violate the foregoing covenant and restriction, the City shall be entitled to prosecute proceedings at law or in equity (including injunctive action) against such person or entity violating or attempting to violate such agreement or covenant, to prevent and enjoin the person or entity from such actions, and to collect damages for such actions. The failure of the City to enforce this Restrictive Covenant, whether or not any violations of it are known, shall not constitute a waiver or estoppel of the right to enforce it.

This Restrictive Covenant may be modified, amended or terminated only by joint action of both (a) the majority of the members of the City Council of the City, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2015, to be effective _____, 2015.

BEE CAVES – 71A, LLC

By: _____
Rox B. Covert, Member/Manager

By: _____
Duke M. Covert, Member/Manager

By: _____
Danay C. Covert, Member/Manager

STATE OF TEXAS

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Rox B. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Duke M. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Danay C. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT A

[Legal description of the Property to be attached]

ESCROW AGREEMENT

(Covert Restriction Agreement)

This Escrow Agreement (this "Escrow Agreement") is made and entered into as of the date set forth below by and among MATTHEWS-BARNES BROTHERS INVESTMENTS, LP, a Texas limited partnership ("Covert"); CITY OF BEE CAVE, TEXAS, a home rule municipality located in Travis County, Texas (the "City"); WS-COS INVESTMENTS, LLC, a Delaware limited liability company ("Developer"); and GRACY TITLE, A Stewart Company ("Escrow Agent"). BEE CAVES-71A, LLC, a Texas limited liability company, joins in this Escrow Agreement for the purposes of (i) confirming that it has delivered the executed Restrictive Covenant to Covert, as contemplated by Recital E below and by Section 2 below, and (ii) confirming that Covert has the consent of Bee Caves-71A, LLC, to agree upon the recordation of the restrictive Covenant under the circumstances described in Section 4 below.

RECITALS

A. Covert Bee Cave Property. Bee Caves-71A, LLC, is the owner of that certain 22.997 acre tract of land located in the City of Bee Cave, Texas, more particularly described on **Exhibit A** attached hereto (the "Covert Bee Cave Property").

B. Development Agreement. The City, Developer, Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas, have entered into that certain Development Agreement (the "Development Agreement") dated December 8, 2015, relating to the 393 acre "Eastland Tract" as defined in the Development Agreement, currently owned by Developer, also known as part of the Sweetwater Community.

C. Covert Sweetwater Property. Covert and Developer have entered into that certain Contract of Sale dated July 10, 2015, providing for the sale and conveyance from Developer to Covert of approximately 32 acres of land within the Eastland Tract, more particularly described on **Exhibit B** attached hereto (the "Covert Sweetwater Property").

D. Development Agreement Conditions. The Development Agreement provides for the restriction of the Covert Bee Cave Property as a condition to the full and continued operation of the Development Agreement, including the recordation in the Official Public Records of a Restrictive Covenant (the "Restrictive Covenant") encumbering the Covert Bee Cave Property, in the form of the Restrictive Covenant attached hereto as **Exhibit C**.

E. Restrictive Covenant. Covert has delivered the Restrictive Covenant to Escrow Agent to hold and record, or alternatively to return to Covert prior to recording, as directed by this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements contained herein, Covert, the City, Developer and Escrow Agent hereby agree as follows:

1. Recitals; Capitalized Terms. The above recitals are hereby acknowledged by the parties hereto as being true and correct. Any capitalized term used herein but not defined herein shall have the meaning ascribed to it in the Development Agreement or Restrictive Covenant, as appropriate under the circumstances.

2. Delivery of Restrictive Covenant Into Escrow. Concurrently with the execution and delivery of this Escrow Agreement, Developer has caused to be delivered to Escrow Agent the executed Restrictive Covenant.

3. Acceptance of Restrictive Covenant. Escrow Agent hereby accepts the delivery in escrow of the Restrictive Covenant and agrees to hold in escrow and deliver the Restrictive Covenant in accordance with the terms and provisions of this Escrow Agreement. Escrow Agent further agrees to observe and perform all of the duties, responsibilities and functions to which it is subject under the provisions of this Escrow Agreement.

4. Recordation of Restrictive Covenant. Unless prior return of the original Restrictive Covenant has been required pursuant to Section 5 below, Escrow Agent shall record the Restrictive Covenant in the Official Public Records of Travis County, Texas, within two business days after the earlier of (i) the conveyance of the Covert Sweetwater Property to Covert, and the receipt by Escrow Agent of notice thereof from any party, or (ii) June 5, 2016.

5. Return of Restrictive Covenant. Escrow Agent shall return to Covert the original Restrictive Covenant escrowed pursuant to this Escrow Agreement without having recorded the Restrictive Covenant within two business days after the earlier of: (i) written authorization by all three of the City, Developer and Covert, or (ii) notice to Escrow Agent prior to June 5, 2016, of the unilateral determination by Covert not to purchase the Covert Sweetwater Property.

6. Compensation and Expenses of Escrow Agent. Except as may otherwise be expressly provided elsewhere in this Escrow Agreement, Covert and Developer shall be equally responsible for any and all costs and expenses, if any, incurred by Escrow Agent in connection with the observance and performance by Escrow Agent of its duties, responsibilities and functions under this Escrow Agreement.

7. Role of Escrow Agent. Covert, Developer and the City recognize, acknowledge, covenant and agree that the following terms and provisions shall control with respect to the rights, privileges, duties, liabilities and immunities of Escrow Agent hereunder:

(a) Escrow Agent is acting solely in the role of a depository hereunder and Escrow Agent shall have no liability for the holding, investment, disbursement or application of

any monies by Escrow Agent hereunder other than to follow the specific instructions provided for pursuant to this Escrow Agreement.

(b) Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow hereby established, or any portion thereof, or for the form or execution thereof, or for the identity or authority of any person executing or depositing the same.

(c) Escrow Agent, as a part of the consideration for the acceptance of this escrow, shall not be liable for any acts or omissions done in good faith, or for any claims, demands, causes of action, losses, liabilities, damages, costs or expenses, or for any damages claimed or suffered by any party to this Escrow Agreement, except those arising directly from the gross negligence or willful misconduct of Escrow Agent.

(d) Escrow Agent is hereby authorized to rely upon, and shall be protected in acting upon, any written notice, statement, waiver, consent, certificate, affidavit, receipt, authorization, power of attorney or other instrument or document which Escrow Agent in good faith believes to be genuine and what it purports to be.

(e) In accepting any monies delivered to Escrow Agent hereunder, it is agreed and understood that Escrow Agent will not be called upon to construe any contract, instrument or document deposited herewith or submitted hereunder, but only to follow the specific instructions provided for pursuant to this Escrow Agreement.

(f) Except for this Escrow Agreement, the Escrow Agent is not a party to, and shall not be bound by, any agreements between or among Developer, Covert, the City and/or other parties.

(g) Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith, except due directly to its own gross negligence or willful misconduct.

(h) Escrow Agent may consult with its legal counsel in the event of any dispute or question as to the construction of any terms or provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

(i) In the event of any disagreement between any of the parties to this Escrow Agreement, or between them or either or any of them and any other person or party, resulting in adverse and/or conflicting claims or demands being made in connection with the subject matter of this escrow, or in the event that Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, Escrow Agent may, in its sole discretion, refuse to comply with any claims or demands made upon it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in such event Escrow Agent shall not be or

become liable in any way or to any person or party for its failure or refusal to act, and Escrow Agent shall be entitled to continue to so refrain from acting until (1) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (2) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties and Escrow Agent shall have been notified thereof in writing signed by all such parties. Notwithstanding the foregoing, in the event Escrow Agent shall be in doubt as to what action it should take hereunder at any time during the term of this Escrow Agreement, Escrow Agent shall have the right, in its sole and absolute discretion, to file an interpleader action in the District Court of Travis County, Texas, and interplead all Restrictive Covenant held by it into the registry of said court, and in such event all costs, expenses and attorneys' fees incurred by Escrow Agent in filing such interpleader action shall be paid as the court shall judge. The rights of Escrow Agent under this subparagraph are cumulative with all other rights which Escrow Agent may have under this Escrow Agreement or at law, in equity or otherwise.

(j) Notwithstanding any provision contained in this Escrow Agreement which could be construed to the contrary, prior to the delivery by Escrow Agent of the Restrictive Covenant to the county clerk for recording or to any party hereunder, Escrow Agent may require specific written instructions signed by Covert and Developer authorizing and directing that such action be undertaken.

8. Indemnity of Escrow Agent. Covert and Developer hereby jointly and severally agree to defend, indemnify and hold harmless Escrow Agent from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs, legal expenses and attorneys' fees, incurred or suffered by Escrow Agent in connection with the performance of its obligations under this Escrow Agreement or otherwise arising, directly or indirectly, by reason of this Escrow Agreement, except to the extent any such claims, demands, causes of action, losses, liabilities, damages, costs or expenses are incurred or suffered by Escrow Agent directly as a result of Escrow Agent's own gross negligence or willful misconduct. In addition, Covert hereby agrees to defend, indemnify and hold harmless Developer from and against any and all claims, demands, causes of action, lawsuits, liabilities, damages, costs and expenses, including, without limitation, court costs, legal expenses and attorneys' fees, incurred or suffered by Developer as a result of the foregoing indemnification of Escrow Agent by Developer, but only to the extent any such claims, demands, causes of action, lawsuits, liabilities, damages, costs or expenses are suffered by Developer directly as a result of Covert's own negligence, willful misconduct or breach of this Escrow Agreement. In addition, Developer hereby agrees to defend, indemnify and hold harmless Covert from and against any and all claims, demands, causes of action, lawsuits, liabilities, damages, costs and expenses, including, without limitation, court costs, legal expenses and attorneys' fees, incurred or suffered by Covert as a result of the foregoing indemnification of Escrow Agent by Covert, but only to the extent any such claims, demands, causes of action, lawsuits, liabilities, damages, costs or expenses are suffered by Covert directly as a result of Developer's own negligence, willful misconduct or breach of this Escrow Agreement. The obligations of indemnity of Developer and Covert as aforesaid shall survive the expiration or any termination of this Escrow Agreement and

shall be performable with respect to any indemnification by Developer and/or Covert of Escrow Agent as provided for herein at the office of Escrow Agent in Travis County, Texas.

9. Resignation of Escrow Agent. Escrow Agent, or any successor to Escrow Agent, may at any time resign by giving written notice to such effect to Developer and Covert, whereupon Escrow Agent, or such successor, shall be relieved and discharged from the obligations and duties imposed upon Escrow Agent under this Escrow Agreement on the first to occur of (a) the appointment of a successor Escrow Agent as hereinafter provided or (b) the expiration of 30 calendar days after the giving of such written notice of resignation. In the event of any resignation as aforesaid, a successor Escrow Agent, which shall be a title company or state or national bank with trust powers, shall be appointed by Developer and Covert. Any successor Escrow Agent shall deliver to Developer and Covert and the resigning Escrow Agent a written instrument accepting its appointment under this Escrow Agreement, whereupon it shall then succeed to all the rights, privileges, duties, liabilities and immunities of the predecessor Escrow Agent under this Escrow Agreement and, concurrently with the execution of such acceptance, all monies held by the resigning Escrow Agent hereunder shall be delivered by it to the successor Escrow Agent.

11. Termination. This Escrow Agreement shall terminate on the earlier to occur of (i) the return of the Restrictive Covenant to Covert in accordance with this Agreement, (ii) the recording of the Restrictive Covenant in accordance with this Agreement, or (iii) the delivery to Escrow Agent of an instrument in writing executed by the City, Developer and Covert advising Escrow Agent of the termination of this Escrow Agreement, including specific written instructions signed by the City, Developer and Covert for the disbursement of the Restrictive Covenant remaining in the hands of Escrow Agent. Upon the termination of this Escrow Agreement as aforesaid, Escrow Agent shall be relieved and discharged from any further obligation or liability under this Escrow Agreement.

12. Conflict With Other Documents. Developer, Covert and Escrow Agent recognize, acknowledge, covenant and agree that the instructions set forth in this Escrow Agreement shall, insofar as the Escrow Agent and its duties, responsibilities and functions hereunder are concerned, supersede any other contract, instrument or document executed between Developer, Covert, and Escrow Agent may rely absolutely hereon to the exclusion of any and all other contracts, instruments or documents.

13. Notices. All notices required or permitted to be given hereunder, or given in regard to this Escrow Agreement by one party to another, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person to the party or parties to whom notice is being given at the addresses hereinafter specified, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party or parties to whom notice is being given at the addresses hereinafter specified or (c) if sent by facsimile, when confirmation of transmission of such facsimile notice is received. Any party may change its address for notices

by notice given in accordance with this paragraph. Until changed in the foregoing manner, the respective addresses of the parties for notices hereunder shall be as follows:

If to Covert:

c/o Mr. Duke Covert
11750 Research Boulevard
Austin, Texas 78759
Fax: (512) 583-3039

With a copy to:

Graves Dougherty Hearon & Moody
401 Congress Avenue, Suite 2200
Austin, Texas 78701
Fax: (512) 480-5816
Attention: John J. McKetta, Esq.

If to City:

City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Attn: City Manager

With a copy to:

Patty Akers, Esq., City Attorney
Akers & Akers, L.L.P.
13809 Research Blvd., Suite 250
Austin, Texas 78750

If to Developer:

WS-COS Development, LLC
c/o Wheelock Street Capital, LLC
3303 Quiet Glen Drive
Kingwood, Texas 77345
Attn: Mr. Mike Rafferty

With a copy to:

Wheelock Street Capital, LLC
660 Steamboat Road, 3rd Floor
Greenwich, CT 06830
Attn: Mr. Lawrence D. Settanni, SVP and CFO

With a copy to:

Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, TX 75204
Fax: (214) 954-0108
Attn: Kathryn L. Koons, Esq.

If to Escrow Agent:

Gracy Title Company
1313 RR 620 South, Suite 101
Austin, Texas 78734
Fax: (512)2 63-5800
Attn: Ms. Gaye Pierce

14. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings, if any, concerning the specific subject matter hereof. No subsequent alteration, amendment, change, deletion or addition to this Escrow Agreement shall be binding or effective unless the same shall be in writing and executed by the handwritten signature of all parties to this Escrow Agreement.

15. Applicable Law. This Escrow Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas. The obligations set forth herein are and shall be performable in Travis County, Texas.

16. Binding Effect. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

17. Construction. The headings, captions, numbering system, etc. are inserted in this Escrow Agreement only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Escrow Agreement. Where required for proper interpretation, words used herein in the singular tense shall include the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had

never been contained herein. This Escrow Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the same to be drafted.

18. Counterparts. This Escrow Agreement may be executed by handwritten signature in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement. To facilitate execution of this Escrow Agreement, the parties may execute and exchange by telephone facsimile counterparts of the handwritten signature pages, and such signatures shall be deemed original and effective for all purposes.

[Remainder of Page Intentionally Left Blank.]

EXECUTED to be EFFECTIVE as of December 8, 2015.

MATTHEWS-BARNES BROTHERS INVESTMENTS, LP,
a Texas limited partnership,

By: D.R. Brothers Management, LLC,
a Texas limited liability company,
its general partner

By: 
Rox B. Covert, Manager

By: 
Duke M. Covert, Manager

By: 
Danay C. Covert, Manager

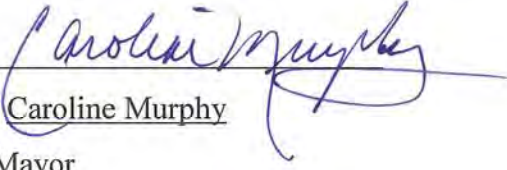
BEE CAVES-71A, LLC,
A Texas limited liability company
(for the purposes set forth in the first paragraph of this Escrow Agreement)

By: 
Rox B. Covert, Member/Manager

By: 
Duke M. Covert, Member/Manager

By: 
Danay C. Covert, Member/Manager


CITY OF BEE CAVE, TEXAS,
a home rule municipality

By: 

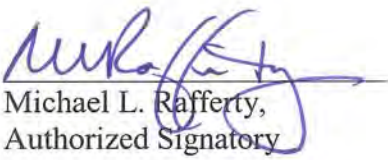
Name: Caroline Murphy

Title: Mayor

ATTEST:


Kaylynn Holloway, City Secretary

WS-COS INVESTMENTS, LLC,
a Delaware limited liability company

By: 
Michael L. Rafferty,
Authorized Signatory

GRACY TITLE, A Stewart Company

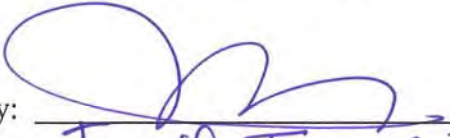
By: 
Name: Jennifer Torzewska
Title: Escrow Officer

EXHIBIT A

Covert Bee Cave Property

[Legal description of the Property to be attached]

HOLT CARSON INCORPORATED
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

October 24, 2012

FIELD NOTE DESCRIPTION OF 22.997 ACRES OF LAND OUT OF THE JOSEPH REYNOLDS SURVEY NO. 44, ABSTRACT NO. 664, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN (23.000 ACRE) TRACT OF LAND AS CONVEYED TO INTERNATIONAL RAM ASSOCIATES, LC, BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2007196134 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with a plastic cap imprinted "R.L. Surveying" in the North right-of-way line of State Highway 71 at the Southeast corner of that certain (23.000 acre) tract of land as conveyed to International Ram Associates, LC by Warranty Deed recorded in Document No. 2007196134 of the Official Public Records of Travis County, Texas, same being the Southwest corner of Lot 1, Block A, Summit 56, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201000095 of the Official Public Records of Travis County, Texas and for the Southeast corner and **PLACE OF BEGINNING** of the herein described tract, and from which a concrete highway monument found in the North right-of-way line of State Highway No. 71 bears S 84 deg. 33'41" E 572.85 ft.;

THENCE with the North right-of-way line of State Highway No. 71 and with the South line of said (23.000 acre) tract, N 84 deg. 34'00" W 1000.00 ft. to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." for the Southwest corner of said (23.000 acre) tract and for the Southwest corner of this tract;

THENCE leaving the North right-of-way line of State Highway No. 71 and with the West line of said (23.000 acre) tract, N 28 deg. 19'22" E 1315.08 ft. to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc." for the Northwest corner of said (23.000 acre) tract, same being the Northwest corner of this tract;

THENCE with the North line of said (23.000 acre) tract, the following three (3) courses:

- 1.) S 82 deg. 49'49" E 114.47 ft. to a 1/2" iron rod set with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 84 deg. 52'00" E 414.34 ft. to a 6" cedar fence post found;
- 3.) S 76 deg. 03'13" E 127.80 ft. to a 1/2" iron rod found with a plastic cap imprinted "R.L. Surveying" at the Northeast corner of said (23.000 acre) tract, same being the Northwest corner of Lot 2, Block A, of said Summit 56;

THENCE with the East line of said (23.000 acre) tract and the West line of said Block A, Summit 56, S 13 deg. 23'47" W 1202.90 ft. to the **PLACE OF BEGINNING** and containing 22.997 acres of land.

SURVEYED: October 23rd, 2012.

Holt Carson

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference Map A 895060



EXHIBIT "A"



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 30 2012 04:18 PM

FEE: \$ 36.00 2012184238

Sweetwater Ranch
32.20 Acres

DESCRIPTION OF A 32.20 ACRE TRACT PREPARED BY DELTA SURVEY GROUP, INC., IN JULY 2015 AND LOCATED IN THE J. W. KAY SURVEY NUMBER 111 AND THE T.C. RAILROAD COMPANY SURVEY NUMBER 182, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF 392.847 ACRES TRACT CONVEYED TO WS-COS INVESTMENT, LLC., AND DESCRIBED IN DOCUMENT NUMBER 2011110728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 32.20 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with "Delta Survey" cap found in the south right-of-way (ROW) line of State Highway 71 (S.H. 71), being the northeast corner of said remainder of 392.847 acres tract, and also being the northwest corner of a called 136.059 Acre tract conveyed to Lake Travis Independent School District, and described in Document Number 201001406, Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING** from which a TXDoT type 1 concrete monument found bears N79°54'05"E a distance of 276.48 feet;

THENCE with the east line of said remainder of 392.847 acres tract, same being the west line of said 136.059 acre tract, S28°43'45"W a distance of 1298.66 feet to a calculated point from which a ½ inch iron rod with "Delta Survey" cap found in said common line bears S28°43'45"W a distance of 438.92 feet;

THENCE leaving said common line and crossing said remainder of 392.847 acres tract the following fifteen (15) courses and distances:

1. N62°38'22"W a distance of 308.00 feet to a calculated point,
2. S27°25'28"W a distance of 187.93 feet to a calculated point,
3. N88°35'52"W a distance of 1152.37 feet to a calculated point,
4. N02°51'28"E a distance of 834.10 feet to a calculated point,
5. S58°13'32"E a distance of 166.17 feet to a calculated point,
6. S58°23'26"E a distance of 42.48 feet to a calculated point,
7. with the arc of a curve to the left a distance of 192.55 feet, through a central angle of 33°15'36", having a radius of 331.69 feet, and whose chord bears S76°05'49"E, a distance of 189.85 feet to a calculated point,
8. with the arc of a curve to the left a distance of 81.27 feet, through a central angle of 06°44'36", having a radius of 690.51 feet, and whose chord bears N89°26'12"E, a distance of 81.22 feet to a calculated point,
9. N85°29'02"E a distance of 42.92 feet to a calculated point,
10. with the arc of a curve to the right a distance of 62.73 feet, through a central angle of 06°25'14", having a radius of 559.77 feet, and whose chord bears N87°02'06"E, a distance of 62.70 feet to a calculated point,
11. S89°45'17"E a distance of 487.67 feet to a calculated point,

Sweetwater Ranch
32.20 Acres

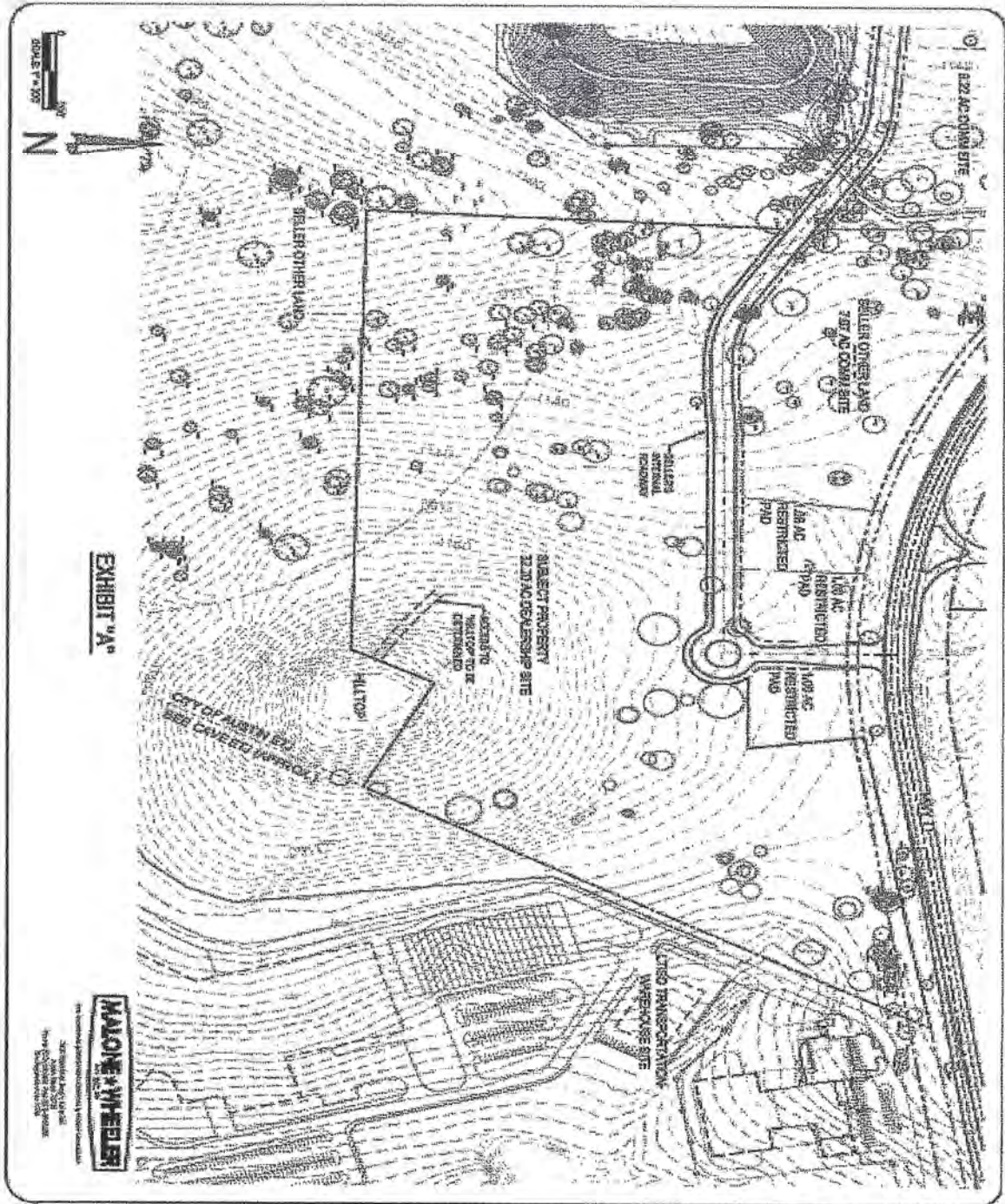
12. with the arc of a curve to the right a distance of 15.24 feet, through a central angle of $58^{\circ}05'17''$, having a radius of 15.04 feet, and whose chord bears $S60^{\circ}37'21''E$, a distance of 14.60 feet to a calculated point,
13. with the arc of a curve to the left a distance of 261.98 feet, through a central angle of $187^{\circ}37'55''$, having a radius of 80.00 feet, and whose chord bears $N54^{\circ}41'00''E$, a distance of 159.65 feet to a calculated point,
14. $S89^{\circ}44'38''E$ a distance of 185.60 feet to a calculated point, and
15. $N07^{\circ}49'56''W$ a distance of 236.17 feet to a calculated point in the south ROW line of said S.H. 71, same being the north line of said remainder of 392.847 acres tract;

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

1. with the arc of a curve to the left a distance of 63.83 feet, through a central angle of $02^{\circ}24'08''$, having a radius of 1522.37 feet, and whose chord bears $N80^{\circ}58'00''E$, a distance of 63.82 feet to a TXDoT type 1 concrete monument found, and
2. $N79^{\circ}54'05''E$ a distance of 710.32 feet to the **POINT OF BEGINNING** and containing 32.20 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone NAD83/HARN

PROPERTY DESCRIPTION/SITE PLAN OF PROPERTY



V:\Acad\wp\p\p\314-027\027\027.dwg P:\WPDOCS\23308\085\FORD TO LT 15050\WPDOCS\23308\085\02.dwg

EXHIBIT C

Restrictive Covenants

[To be attached]

RESTRICTIVE COVENANT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Restrictive Covenant is made to be effective the date set forth below by BEE CAVES – 71A, LLC, a Texas limited liability company.

RECITALS:

A. BEE CAVES – 71A, LLC (“**Bee Caves-71A**”) is the owner of that certain 22.997 acre tract of land located in the City of Bee Cave, Texas, more particularly described on **Exhibit A** attached hereto (the “**Property**”).

B. The City of Bee Cave, Texas, a home rule municipality located in Travis County, Texas (the “**City**”); Matthews-Barnes Brothers Investments, LP, a Texas limited partnership (“**Covert**”); WS-COS Investments, LLC, a Delaware limited liability company (“**Developer**”); and Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas, have entered into that certain Development Agreement (the “**Development Agreement**”) dated December 8, 2015, relating to 393 acres of land more particularly described in the Development Agreement (the “**Eastland Tract**”) currently owned by Developer, and also known as part of the Sweetwater Community.

C. Covert and Developer have entered into that certain Contract of Sale dated July 10, 2015, providing for the sale and conveyance from Developer to Covert of approximately 32 acres of land within the Eastland Tract on and subject to certain terms and conditions, including without limitation, compliance with the requirements of the Development Agreement.

D. Among other things, the Development Agreement contemplates that, as a condition for Covert’s purchasing and building upon said approximately 32 acres, Covert will cause restrictions on the use of the Property to be imposed as set forth herein as a condition to the full and continued operation of the Development Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid by the City of Bee Cave, and to satisfy the requirements of the Development Agreement, it is declared and Bee Caves-71A agrees that the Property shall be owned, held, sold and conveyed subject to the following covenant and restriction, which is hereby imposed and impressed upon the Property, and which covenant and restriction shall run with the land and shall be binding on, Bee Caves – 71A, its successors and assigns, and the future owners and/or tenants of all or any part of the Property:

The Property shall be developed and used under the requirements of the City’s “Neighborhood Services” zoning district, or such other zoning requirements as may be approved by the City from time to time in accordance with the City’s Code of

Ordinances.

The foregoing covenant and restriction shall be binding upon BEE CAVES – 71A, LLC, its successors and assigns, and the future owners of all or any portion of the Property, and shall be for the benefit of, and shall be enforceable by, the City. If any person or entity shall violate or attempt to violate the foregoing covenant and restriction, the City shall be entitled to prosecute proceedings at law or in equity (including injunctive action) against such person or entity violating or attempting to violate such agreement or covenant, to prevent and enjoin the person or entity from such actions, and to collect damages for such actions. The failure of the City to enforce this Restrictive Covenant, whether or not any violations of it are known, shall not constitute a waiver or estoppel of the right to enforce it.

This Restrictive Covenant may be modified, amended or terminated only by joint action of both (a) the majority of the members of the City Council of the City, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2015, to be effective _____, 2015.

BEE CAVES – 71A, LLC

By: _____
Rox B. Covert, Member/Manager

By: _____
Duke M. Covert, Member/Manager

By: _____
Danay C. Covert, Member/Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Rox B. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Duke M. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2015, by Danay C. Covert, as a Member and Manager of BEE CAVES – 71A, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT A

[Legal description of the Property to be attached]