



SCALE: 1" = 100'

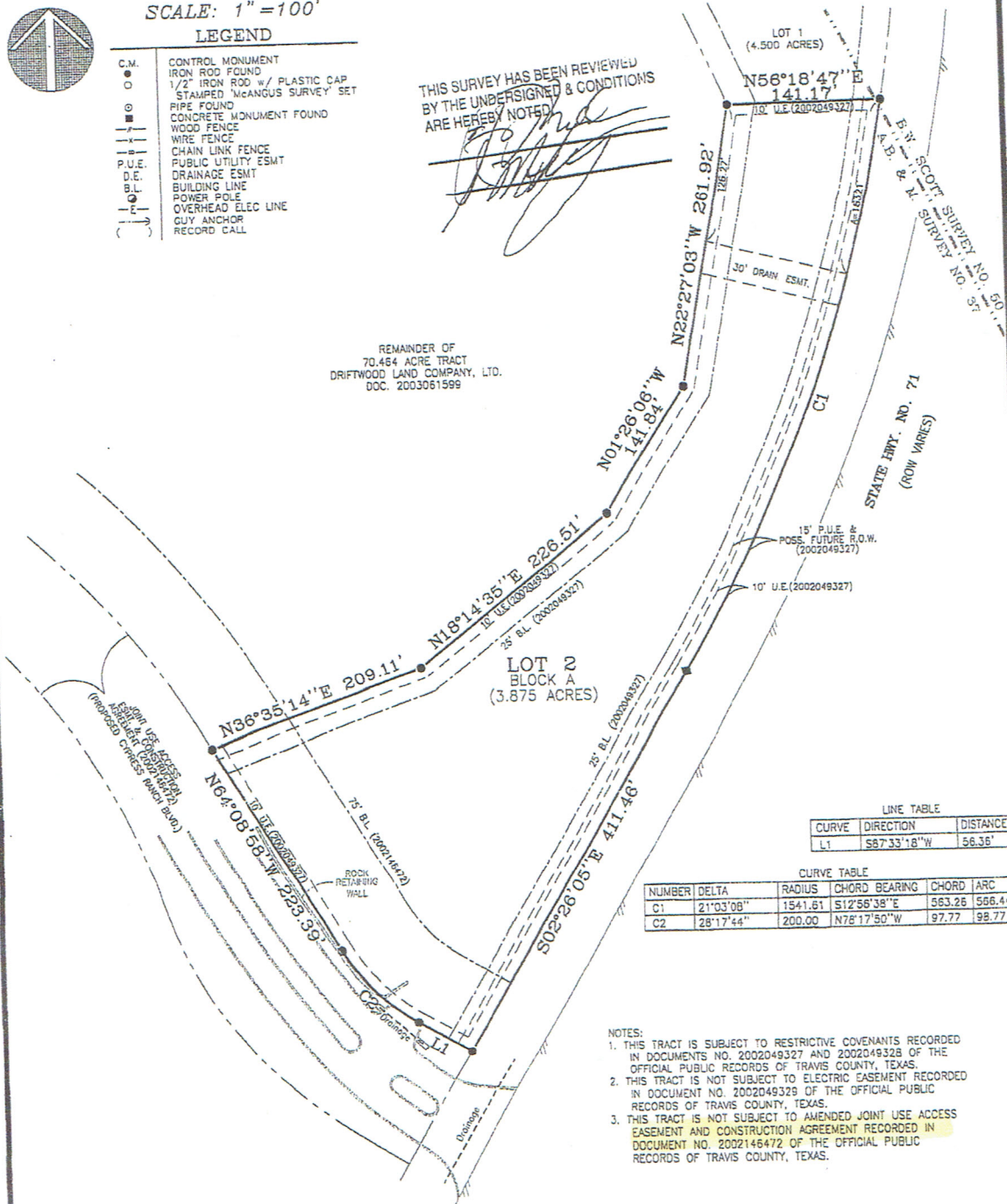
LEGEND

- C.M. CONTROL MONUMENT
- IRON ROD FOUND
- 1/2" IRON ROD w/ PLASTIC CAP
- STAMPED McANGUS SURVEY SET
- PIPE FOUND
- CONCRETE MONUMENT FOUND
- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY ESMT
- D.E. DRAINAGE ESMT
- B.L. BUILDING LINE
- POWER POLE
- OVERHEAD ELEC LINE
- GUY ANCHOR
- () RECORD CALL

THIS SURVEY HAS BEEN REVIEWED BY THE UNDERSIGNED & CONDITIONS ARE HEREBY NOTED

[Handwritten signature]

REMAINDER OF 70.464 ACRE TRACT DRIFTWOOD LAND COMPANY, LTD. DOC. 2003061599



LINE TABLE		
CURVE	DIRECTION	DISTANCE
L1	S87°33'18"W	56.36'

CURVE TABLE				
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD ARC
C1	21°03'08"	1541.61	S12°58'38"E	583.26 566.44
C2	28°17'44"	200.00	N78°17'50"W	97.77 98.77

- NOTES:
1. THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENTS NO. 2002049327 AND 2002049328 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
 2. THIS TRACT IS NOT SUBJECT TO ELECTRIC EASEMENT RECORDED IN DOCUMENT NO. 2002049329 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
 3. THIS TRACT IS NOT SUBJECT TO AMENDED JOINT USE ACCESS EASEMENT AND CONSTRUCTION AGREEMENT RECORDED IN DOCUMENT NO. 2002146472 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TO THE OWNERS, LIENHOLDERS AND STEWART TITLE AUSTIN INC. G.F. No : 4020214 EFFECTIVE DATE : 02/06/2004

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS TRUE AND CORRECT, THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN ZONE 'X' AND IS NOT WITHIN A 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48453C 0395 E . EFFECTIVE DATE 08-16-93

[Signature] 2/20/04
STEVEN R. McANGUS, R.P.L.S. No. 3680 DATE



McAngus Surveying Company, Inc.

1101 HWY. 360 SOUTH, H-100 AUSTIN, TEXAS 78746 (512) 328-9302

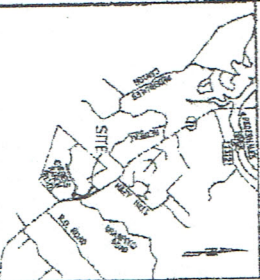
REFERENCE _____ DRIFTWOOD LAND COMPANY, LTD.
ADDRESS _____
LEGAL DESCRIPTION LOT 2 OF CYPRESS RANCH COMMERCIAL RECORDED IN DOCUMENT 200300347 PLAT RECORDS OF TRAVIS COUNTY, TEXAS
JOB NO. 00-107-02C FIELD BOOK 377/31

12-31-03 3/6/00

2003003-17

PHOTOGRAPHIC MEASUR

VICINITY MAP Scale: 1" = 5000'



CYPRESS RANCH COMMERCIAL

HIGHWAY 71 WEST
(60' R.O.W.)

CRAWFORD ROAD

15.789 ACRES REMAINDER OF
273.681 ACRES TRACT
BANK OF AMERICA
RECORD NO. 1989/113

REMAINDER OF
70.488 ACRES TRACT
BENTON LAND COMPANY, LTD.
DOC. 200201599

LOT 1
(4.00 ACRES)

LOT 2
(3.00 ACRES)

BLOCK
A

B.M. SCOTT SURVEY NO. 60
A.B. & M. SURVEY NO. 97

CYPRESS RANCH BOULEVARD
(ROW VARIES)

HIGHWAY 71 WEST
(60' R.O.W.)

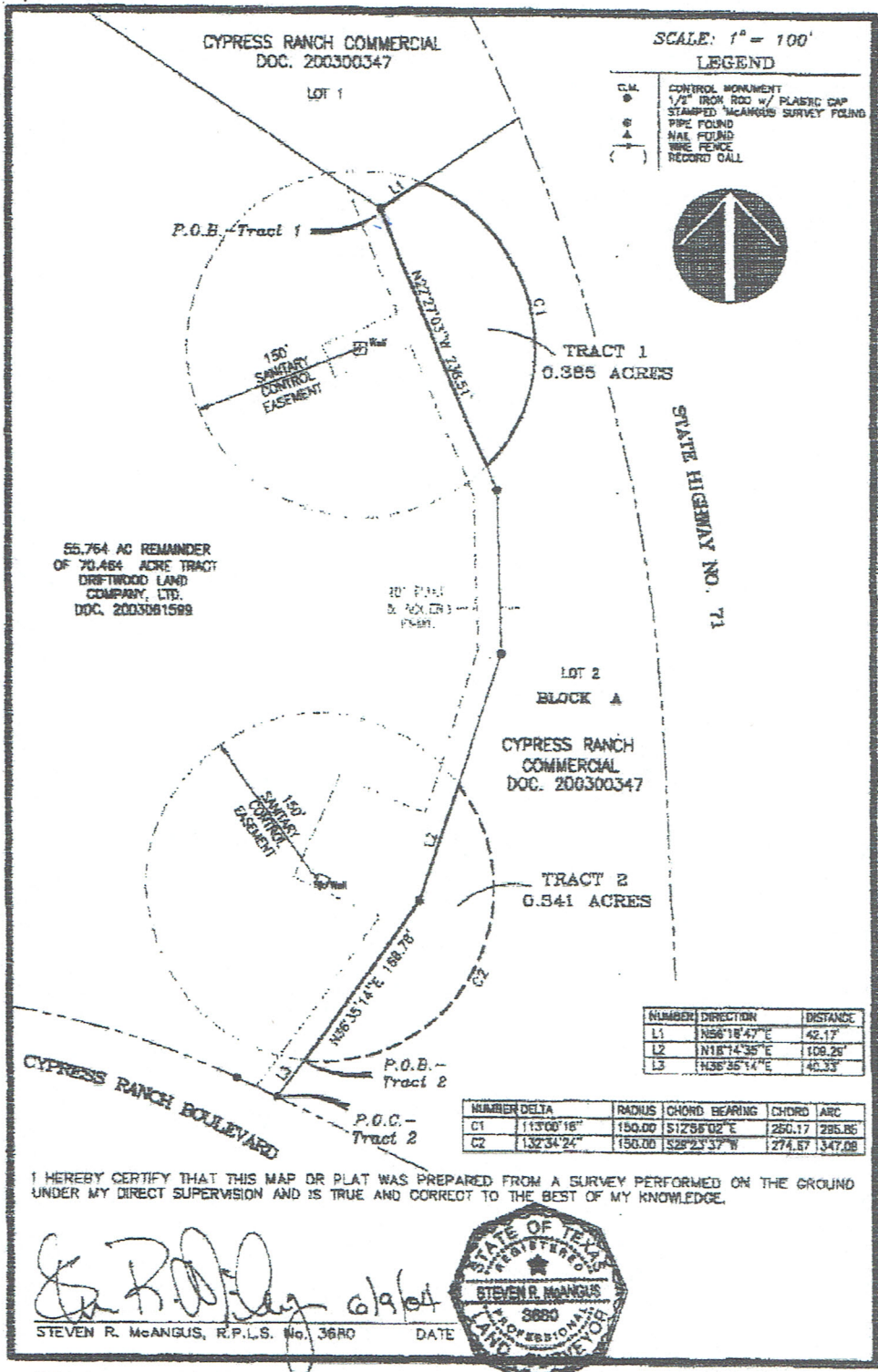


SCALE: 1" = 100'

LEGEND
 CONCRETE MONUMENT (DASH)
 IRON ROD (DASH)
 IRON PIPE (DASH)
 REVISIONS
 RECORD CALL

DATA TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N56°18'47"E	141.17'	1.11
2	S82°28'05"E	411.46'	1.11
3	N56°18'47"E	141.17'	1.11
4	S82°28'05"E	411.46'	1.11
5	N56°18'47"E	141.17'	1.11
6	S82°28'05"E	411.46'	1.11
7	N56°18'47"E	141.17'	1.11
8	S82°28'05"E	411.46'	1.11
9	N56°18'47"E	141.17'	1.11
10	S82°28'05"E	411.46'	1.11
11	N56°18'47"E	141.17'	1.11
12	S82°28'05"E	411.46'	1.11
13	N56°18'47"E	141.17'	1.11
14	S82°28'05"E	411.46'	1.11
15	N56°18'47"E	141.17'	1.11
16	S82°28'05"E	411.46'	1.11
17	N56°18'47"E	141.17'	1.11
18	S82°28'05"E	411.46'	1.11
19	N56°18'47"E	141.17'	1.11
20	S82°28'05"E	411.46'	1.11
21	N56°18'47"E	141.17'	1.11
22	S82°28'05"E	411.46'	1.11
23	N56°18'47"E	141.17'	1.11
24	S82°28'05"E	411.46'	1.11
25	N56°18'47"E	141.17'	1.11
26	S82°28'05"E	411.46'	1.11
27	N56°18'47"E	141.17'	1.11
28	S82°28'05"E	411.46'	1.11
29	N56°18'47"E	141.17'	1.11
30	S82°28'05"E	411.46'	1.11
31	N56°18'47"E	141.17'	1.11
32	S82°28'05"E	411.46'	1.11
33	N56°18'47"E	141.17'	1.11
34	S82°28'05"E	411.46'	1.11
35	N56°18'47"E	141.17'	1.11
36	S82°28'05"E	411.46'	1.11
37	N56°18'47"E	141.17'	1.11
38	S82°28'05"E	411.46'	1.11
39	N56°18'47"E	141.17'	1.11
40	S82°28'05"E	411.46'	1.11
41	N56°18'47"E	141.17'	1.11
42	S82°28'05"E	411.46'	1.11
43	N56°18'47"E	141.17'	1.11
44	S82°28'05"E	411.46'	1.11
45	N56°18'47"E	141.17'	1.11
46	S82°28'05"E	411.46'	1.11
47	N56°18'47"E	141.17'	1.11
48	S82°28'05"E	411.46'	1.11
49	N56°18'47"E	141.17'	1.11
50	S82°28'05"E	411.46'	1.11
51	N56°18'47"E	141.17'	1.11
52	S82°28'05"E	411.46'	1.11
53	N56°18'47"E	141.17'	1.11
54	S82°28'05"E	411.46'	1.11
55	N56°18'47"E	141.17'	1.11
56	S82°28'05"E	411.46'	1.11
57	N56°18'47"E	141.17'	1.11
58	S82°28'05"E	411.46'	1.11
59	N56°18'47"E	141.17'	1.11
60	S82°28'05"E	411.46'	1.11
61	N56°18'47"E	141.17'	1.11
62	S82°28'05"E	411.46'	1.11
63	N56°18'47"E	141.17'	1.11
64	S82°28'05"E	411.46'	1.11
65	N56°18'47"E	141.17'	1.11
66	S82°28'05"E	411.46'	1.11
67	N56°18'47"E	141.17'	1.11
68	S82°28'05"E	411.46'	1.11
69	N56°18'47"E	141.17'	1.11
70	S82°28'05"E	411.46'	1.11
71	N56°18'47"E	141.17'	1.11
72	S82°28'05"E	411.46'	1.11
73	N56°18'47"E	141.17'	1.11
74	S82°28'05"E	411.46'	1.11
75	N56°18'47"E	141.17'	1.11
76	S82°28'05"E	411.46'	1.11
77	N56°18'47"E	141.17'	1.11
78	S82°28'05"E	411.46'	1.11
79	N56°18'47"E	141.17'	1.11
80	S82°28'05"E	411.46'	1.11
81	N56°18'47"E	141.17'	1.11
82	S82°28'05"E	411.46'	1.11
83	N56°18'47"E	141.17'	1.11
84	S82°28'05"E	411.46'	1.11
85	N56°18'47"E	141.17'	1.11
86	S82°28'05"E	411.46'	1.11
87	N56°18'47"E	141.17'	1.11
88	S82°28'05"E	411.46'	1.11
89	N56°18'47"E	141.17'	1.11
90	S82°28'05"E	411.46'	1.11
91	N56°18'47"E	141.17'	1.11
92	S82°28'05"E	411.46'	1.11
93	N56°18'47"E	141.17'	1.11
94	S82°28'05"E	411.46'	1.11
95	N56°18'47"E	141.17'	1.11
96	S82°28'05"E	411.46'	1.11
97	N56°18'47"E	141.17'	1.11
98	S82°28'05"E	411.46'	1.11
99	N56°18'47"E	141.17'	1.11
100	S82°28'05"E	411.46'	1.11



NUMBER	DIRECTION	DISTANCE
L1	N86°18'47"E	42.17'
L2	N18°14'35"E	109.25'
L3	N38°35'14"E	40.33'

NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD	ARC
C1	113°00'18"	150.00	S12°36'02"E	250.17	285.86
C2	132°34'24"	150.00	S28°23'37"W	274.67	347.08

I HEREBY CERTIFY THAT THIS MAP OR PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Steven R. McAngus 6/9/64
 STEVEN R. McANGUS, R.P.L.S. No. 3680 DATE



McAngus Surveying Company, Inc.
 1101 HWY. 360 SOUTH, H-100
 AUSTIN, TEXAS 78746
 (512) 328-9302

SKETCH TO ACCOMPANY EXHIBIT 'A'

LEGAL DESCRIPTION TWO PROPOSED 150' SANITARY CONTROL ESMTS. TRACT 1 (0.385 ACRES) & TRACT 2 (0.341 ACRES) OUT OF LOT 2, BLOCK A, CYPRESS RANCH COMMERCIAL (Doc. 200300347) IN THE A.B. & M. SURVEY NO. 37, IN TRAVIS COUNTY, TEXAS.
 JOB NO. 02-170E2 FIELD BOOK 000/00



EASE 2004131964
6 PGS

SANITARY CONTROL EASEMENT

DATE: June 25th, 2004

GRANTOR: American Bank of Texas, N.A.

GRANTOR'S ADDRESS: 1913 Ranch Road 620 South
Austin, TX 78734
Travis County

GRANTEE: Cypress Ranch Water Control and Improvement District No. 1

GRANTEE'S ADDRESS: c/o The Moore Group, Inc.
1000 Cuernavaca Drive
Austin, Texas 78733
Travis County

U

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drainfields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well. The Grantor's property subject to this Easement is described in the documents recorded at:

Document No. 200300347 (Lot 2), of the Official Public Records, Travis County, Texas.

Property Subject to Easement:

All of that area within a 150 foot radius of the water well located as shown on the drawing included in the attached Exhibit A which area is more particularly described by metes and bounds on the attached Exhibit A.

TERM: This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of five (5) years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT: Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION: Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR:

By: American Bank of Texas, N.A.

By: J. Mike Maroney
J. Mike Maroney, Branch President

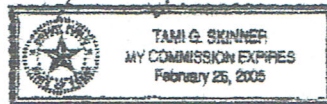
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of April, 2004, by J. Mike Maroney, Branch President of American Bank of Texas, N.A., a National bank, on behalf of said bank.

Tami G. Skinner
Notary Public, State of Texas

After Recording Return To:
The Moore Group, Inc.
1000 Cuernavaca Drive
Austin, Texas 78733



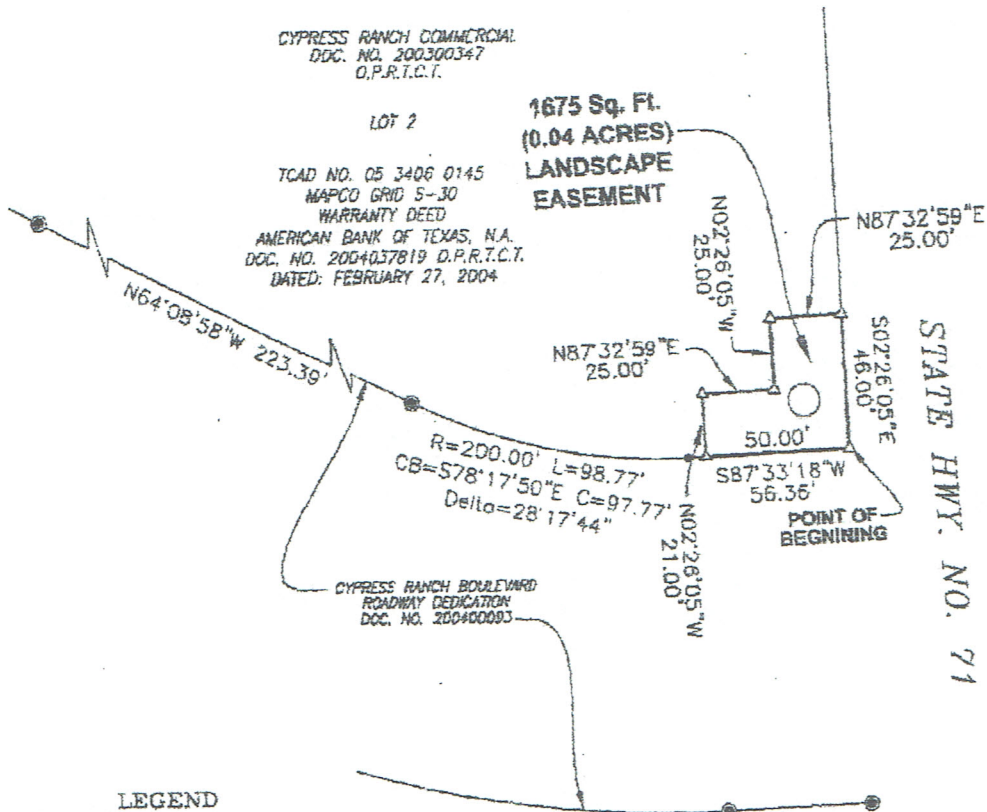
A.B. & M. SURVEY NO. 37 ABST. 43

CYPRESS RANCH COMMERCIAL
 DOC. NO. 200300347
 O.P.R.T.C.T.

LOT 2

TCAD NO. 05 3406 0145
 MAPCO GRID S-30
 WARRANTY DEED
 AMERICAN BANK OF TEXAS, N.A.
 DOC. NO. 2004037819 D.P.R.T.C.T.
 DATED: FEBRUARY 27, 2004

1675 Sq. Ft.
 (0.04 ACRES)
 LANDSCAPE
 EASEMENT

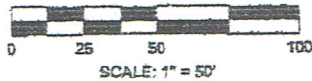


STATE HWY. NO. 71

LEGEND

- △ LATH SET
- IRON ROD WITH CAP STAMPED MC ANGUS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- BREAK IN SCALE

30 ACRES
 THOMPSON/MESPEDEEN
 MANAGEMENT, L.L.C.
 Doc. No. 200213053



LOT 2, CYPRESS RANCH COMMERCIAL LANDSCAPE EASEMENT TRAVIS COUNTY, TEXAS	
DATE:	JULY 2007
DRAWN BY:	TP37 - GEM
TECHNICAL:	SHARON RICHARD
JOB NUMBER:	2555 - DOT 30
DRAWN BY:	JAC (Cypress Ranch) / JAC (Sharon Richard)
DATE:	7/20/07 - GEM



400 Boudle Street, Suite 250
 Austin, Texas 78701
 P: 512.485.3470
 F: 512.493.9473
 P.O. Box 1529
 Austin, Texas 78767-1529
 www.clicksurveying.com



EASE 2007138936
11 PGS

RETURN TO:
ALAMO TITLE COMPANY
STONEBRIDGE PLAZA II
9600 N. MO PAC EXPRESSWAY
SUITE 125
AUSTIN, TEXAS 78759-6507
GF# 53-1

EASEMENT FOR LANDSCAPE AND ARCHITECTURAL FEATURE

THIS EASEMENT FOR LANDSCAPE AND ARCHITECTURAL FEATURE ("Easement Agreement") is made as of the 13 day of July, 2007, by AMERICAN BANK OF TEXAS, ~~as North American~~ ("Grantor"), in favor of CYPRESS RANCH, LTD., a Texas limited partnership ("Grantee").

WHEREAS, Grantor owns that certain real estate described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate").

WHEREAS, Grantee wishes to acquire certain easements over, under, upon and across a portion of the Real Estate, which easements will run with the land.

WHEREAS, Grantor is willing to grant such easements to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Landscape Easement. Grantor hereby grants to Grantee, and its grantees, successors and assigns a perpetual easement subject to the terms in Section 4 below ("Landscape Easement") over, on, and across that portion of the Real Estate described in Exhibit "B" attached hereto (the "Easement Area") for purposes of pedestrian access and the installation, construction, inspection, monitoring, maintenance, replacement, upgrade, repair, alteration, improvement, illumination and removal, as applicable of trees and other landscaping on, over, under and across the Easement Area.
2. Architectural Feature Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Feature Easement") for the construction, inspection, monitoring, maintenance, replacement, upgrade, repair, dismantling, alteration, improvement, operation, illumination and use of an architectural structural feature in the shape of a stone cistern, appurtenances and related property and equipment (the "Architectural Feature") over, under, upon and across the Easement Area.
3. Access and Utility Easements. Grantor hereby grants to Grantee and its grantees, successors and assigns perpetual, non-exclusive easements for vehicular and pedestrian ingress to and egress from the Easement Area (the "Access Easement") and for the installation, maintenance, repair, replacement and provision of utilities to service the Landscape Easement and/Feature Easement (the "Utility Easement") over, under, upon and across the Easement Area.
4. Construction and Maintenance of Improvements. Grantee has the right to construct, install, maintain, replace, repair and remove trees, landscaping and the Architectural Feature (the "Improvements") within the Easement Area, at Grantee's sole cost and expenses. Grantee will cause the Architectural Feature to (i) comply with all applicable governmental ordinances, laws, rules and regulations, and (ii) be constructed in a good and workmanlike manner. Grantee will maintain the Improvements in a neat and clean condition. Grantor will have the right to trim

landscaping that obstructs the view of its contemplated improvements from Highway 71. Grantor has the right to replace or remove such trees and landscaping that (i) obstructs the view or (ii) in Grantor's opinion conflicts with its building. Grantee or its assigns will bear the costs of such replacement.

5. Grantor's Rights and Obligations. Notwithstanding any provision herein to the contrary, Grantor and Grantor's successors and assigns may use and enjoy the Real Estate for all purposes which do not interfere in any respect with the Landscape Easement, Feature Easement, Access Easement or Utility Easement. Grantor will promptly repair any damage to the Improvements caused by Grantor, its agents, employees, or contractors.

6. Assignment to Home Owner's Association. The parties acknowledge that Grantee may, at its election and without the consent of Grantor, transfer and assign all rights and obligations hereunder to the WCH Master Community, Inc. ("HOA"), with said association receiving a transfer and assignment of Grantee's rights and obligations under this Agreement. Upon Grantee's transfer of the easements hereunder to the HOA, and the HOA's assumption in writing of Grantee's obligations hereunder, Grantee shall be released from any obligations thereafter accruing under this Easement Agreement. Subject to the foregoing, all provisions of this Easement Agreement shall run with the land and are binding upon and shall inure to the benefit of the heirs, legal representatives, assigns, successors, and tenants of Grantee and Grantor, including any future owner of the Real Estate and the HOA.

7. Water Capacity: The parties acknowledge that Grantee will provide one living unit equivalent ("LUE") of water supply capacity for the Grantor through Cypress Ranch WCID No. 1 (the "District"). The District's rules and regulations for out-of-district service will be applicable to water service for the Real Estate. Grantee will pay the cost of the Grantor's pro rata portion of the LCRA Raw Water Reservation Fee and, if the District obtains a surface water supply, Grantee will pay the LCRA Connection Fee and Inverness LUE fee for Grantor's one LUE of service. Grantee will pay the District's water tap, connection, and inspection fees on behalf of Grantor. Grantor will pay all charges for water usage at the District's then current out-of-district water rates. Grantor will provide its own wastewater treatment facilities within its property.

8. Additional Terms.

(a) Grantor shall be responsible for the payment of all ad valorem taxes, mechanic's or materialmen's liens assessed against the Real Estate, and Grantee shall be responsible for the payment of all taxes separately assessed against the easements and the Architectural Feature, any mechanic's or materialmen's liens created by Grantee, and any licenses, fees, permits and similar charges which may be lawfully imposed upon Grantee for the use or operation of the Easements.

(b) This Easement Agreement shall be governed exclusively by the provisions hereof and by the laws of the state of Texas, as the same may from time to time exist without regard to conflicts of laws provisions.

(c) If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding by the prevailing party.

(e) This Easement Agreement constitutes the entire agreement between Grantor and Grantee relating to the easement described herein, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee.

This Easement Agreement has been executed as of this 13 day of July, 2007.

GRANTOR:

AMERICAN BANK OF TEXAS,
National Association

By: *Steven W. Smith*
Name: Steven W. Smith
Its: Chairman

GRANTEE:

CYPRESS RANCH, LTD.

By: Cypress Ranch Development, Inc.

By: *Alan Topfer*
Alan Topfer, President