

AGREEMENT
BETWEEN THE CITY OF FORT WORTH
AND Tristar Land & Real Estate LLC
FOR BOND'S RANCH

THIS AGREEMENT is made and entered into this the 27th day of February, 2008, by and between the **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, Wise and Parker Counties, Texas (hereinafter referred to as "City") acting by and through its duly authorized Assistant City Manager, the entities hereinafter named on Exhibit "B" attached hereto and incorporated herein by reference (collectively, "Developer") and Bonds Ranch Investors, Ltd., a Texas limited partnership, Bonds Ranch Investors II, Ltd., a Texas limited partnership and Scott Communities Developers Limited Partnership, a Texas limited partnership (collectively, "Seller").

WHEREAS, on October 15, 2001, the City and Scott Communities Developers Limited Partnership entered into a developer's agreement (City Secretary Contract No. 27132, as approved by Mayor and Council Communication C-18801) to develop approximately (i) 656 acres of land and (ii) 1,567 acres of Option Land (as defined therein) (collectively, the "Land") as low density single family residential at an average density of no more than three residential units per acre with limited neighborhood-serving commercial uses per the terms of the agreement; which agreement is being restated by this document; and

WHEREAS, a portion of the Land is being sold to Developer, which Land is more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project");

WHEREAS, the Seller and the City desire to continue the terms of City Secretary Contract No. 27132 with respect to the Land being retained by Seller, subject to amendment as set forth herein; and

WHEREAS, the Developer and the City desire to enter into this Agreement with respect to the Project.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City, Seller and Developer agree as follows:

1. PLATTING

(a) A revised concept plan for 2,223 acres (CCP-01-003) which is attached hereto as Exhibit "C," consisting of a portion of the property included in CP-99-003 (previously approved by the Plan Commission on June 23, 1999), was approved by the Plan Commission on July 25, 2001. A revised preliminary plat for Lago Vista at Bonds Ranch, PP-01-018, consisting of 772 dwelling units on 656 Acres was also approved by the Plan Commission on July 25, 2001. A portion (492 acres) of this revised preliminary plat was previously approved by the Plan Commission on June 23, 1999 as PP-99-035. A final plat for an 82.003 acre portion of the Project, FP-01-020 (the "Lago Vista Plat") has been approved and was filed in the Tarrant

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County plat records on May 8, 2001. The final platted area is consistent with the previously approved preliminary plat (PP-99-035) and the revised preliminary plat (PP-01-018) approved by the Plan Commission on July 25, 2001.

(b) Pursuant to Chapter 212A of the Texas Local Government Code, Developer will make application from time to time for approval by the Plan Commission of one or more new preliminary subdivision plats (the "new plats") for portions of the Project, which shall be in reasonable and general conformance with the approved Concept Plan, or any amendments to such concept plan approved by the Plan Commission in the future (the "Concept Plan"). The new plats shall be submitted in accordance with Section 3(a).

(c) In connection with approval of all final plats pertaining to the Project, Developer agrees (and City staff will recommend) that City and Developer shall enter into one or more Community Facilities Agreements whereby Developer will make certain subdivision improvements consistent with the City's written policy for installation of community facilities, except as such policy may be modified by the terms hereof.

(d) All purchasers of any portion of the Project (as described in Exhibit "A") acquired by Developer shall be bound by the terms of this Agreement, pursuant to Section 8. Filing of a final plat for any part of the Project and approval of all new plats shall be conditioned on execution by Developer of an amendment to this Agreement reflecting a revised and more accurate description for the platted property, which amendment shall be filed by City in the Tarrant County property records.

(e) All purchasers of any portion of the Land, (with respect to the remainder of the property owned by Seller) acquired by future developers shall be bound by the terms of this Agreement, pursuant to Section 8. Filing of a final plat for any remaining part of the Land and approval of all new plats shall be conditioned on execution by Seller of an amendment to this Agreement reflecting a revised and more accurate description for the platted property, which amendment shall be filed by City in the Tarrant County property records.

2. SUBDIVISION IMPROVEMENTS

(a) Prior to acceptance of dedication/maintenance of subdivision infrastructure by City on each portion of the Project, Developer, at its sole expense, will make on-site street, drainage, water and sanitary sewer improvements to such portion of the Project in accordance with Community Facilities Agreements executed by the parties.

(b) During the course of making the improvements, City will be granted access to the Project and will have the rights to inspect the work.

(c) Upon completion by Developer and City inspection and approval of the improvements for a portion of the Project, and upon the annexation of such portion of the Project in accordance with Section 3, City will accept public dedication and maintenance of such infrastructure and will then serve the residents of such portion of the Project with water and sanitary sewer service at standard City rates.

(d) Developer will meet the standard dedication requirements and development requirements for community and neighborhood park dedication applicable to developments within the City. If Developer exceeds dedication and/or development requirements for one or more phases of the Project, Developer may reduce the amount of land and funds it dedicates for the development of parks, as applicable, for subsequent phase(s), provided that the cumulative amounts of land dedicated for parks and funds paid for park development are in compliance with park policy applicable to developments in the City.

(e) Developer agrees that each portion of the Project shall be developed in accordance with the City of Fort Worth ordinances and development and construction standards existing at the time such portion of the Project is developed, unless otherwise provided by this Agreement, provided, however, nothing herein shall be deemed to modify or negate any vested or pre-annexation rights Developer may have with regard to the property that comprises the Project.

(f) The paving cross section detail shown on Exhibit "B" attached hereto and incorporated herein by reference shall be an allowable paving specification for all private streets within the Project which abut residential lots with a minimum lot size of one-half acre. All other residential subdivisions shall meet the City's standard paving construction specifications.

3. ANNEXATION AND ZONING

(a) At the time of filing a preliminary plat or prior to connection Developer's water or wastewater system for any portion of the Project to the City's water system, whichever comes first, Developer will petition for annexation of such portion of the Project by City pursuant to Chapter 43 of the Texas Local Government Code. The City will designate any additional property that may be required to be annexed to comply with Chapter 43 of the Local Government Code. Upon receipt of each such annexation petition, the City Council will schedule the required public hearings and will consider the annexation request. City staff will recommend approval of each proposed annexation, provided Developer is in compliance with all terms of this Agreement. Developer shall not commence construction of any enclosed, habitable commercial, industrial or residential building until the property on which the building is located has been annexed by the City.

(b) Notwithstanding anything to the contrary contained herein, in the event City fails to approve Developer's annexation petition for a portion of the Project within six (6) months of its original submission, Developer may withdraw such annexation petition and/or any associated zoning petitions and may commence construction and development of any commercial, industrial, or residential buildings or structures on such portion of the Project it chooses, subject to any regulations and/or ordinances that would otherwise apply to such construction or development in the absence of this Agreement, and provided that City shall retain all annexation authority otherwise granted by law. In the event Developer withdraws its annexation request for any portion of the Project pursuant to the terms of this Section 3(b), this Agreement shall continue to remain in full force and effect with respect to the remaining portions of the Project to the extent practicable.

(c) Concurrent with petitioning for annexation of each portion of the Project, Developer will file an application requesting that such portion of the Project be zoned for mixed-use development consisting primarily of low-density single-family residential development and limited neighborhood-serving commercial uses, consistent with the Concept Plan. **The number of residential units will not exceed an average of three residential units per acre based on the entire gross acreage of the Project. Subject to zoning approval by the City Council, portions of the Project may be developed with more than three residential units per acre, provided that the cumulative average density for all land for which a final plat has been approved and construction has commenced does not exceed three residential units per acre at any time.**

4. WATER AND SANITARY SEWER FACILITIES

(a) Developer will re-submit a comprehensive water and wastewater master plan for the Project to the City's Water Department within 30 days after the effective date of this Agreement or upon the filing of the first preliminary plat, whichever comes later. Upon review by the Water Department, Developer will modify such plan, as needed, to comply with the Water Department's design criteria and extension policy.

(b) The City has constructed a 16" water main approximately 7200 feet in length in and along the right-of-way of Bonds Ranch Road from Boat Club Road to the entrance of Lago Vista, as shown on the Lago Vista Plat, and connect the line with the existing 12" line in the right-of-way of Boat Club Road ("Phase I" as shown on Exhibit "F" attached and incorporated by reference).

(c) The City has constructed a 12"/24" water main at the intersection of Colonial Heights Lane and Bonds Ranch Road. The City will construct a water main along Bonds Ranch Road from the current point of termination to the 16" water main referenced in paragraph (b) above to fully serve the water volume needs of the Project and other surrounding developments ("Phase 2" as shown on Exhibit "F" attached and incorporated by reference). City shall commence the design of such water main after Seller extends off-site gravity sewer main to the dwelling units in the area covered by the Lago Vista Plat and shall begin construction of the water main after the City has acquired approximately 100 water consuming customers in such area. In no event will construction begin prior to the design phase prerequisite being met.

(d) Prior to the City's development of adequate water system infrastructure to serve the Northside 4 Pressure Plane, Developer (with respect to the Project) or Seller (with respect to the remainder of the property owned by Seller) shall construct at Developer's or Seller's (as applicable) expense any interim water system infrastructure that is necessary to provide adequate water pressure to areas of the Project in the Northside 4 Pressure Plane. Additionally, upon the request of the City, Bonds Ranch Investors II, Ltd. shall dedicate up to but no more than ten contiguous acres of land North of the Bonds Ranch Road then owned by Bonds Ranch Investors II, Ltd. for a water department facility, provided the requested location and acreage is reasonable in light of the water department's needs.

(e) Developer, at no expense to the City, shall construct all water and wastewater lines and connections to serve all lots in the Project based on the Water Department's design

criteria, including those lots that Developer intends to initially develop with on-site water wells and/or individual wastewater systems.

(f) The City completed the expansion of existing wastewater lift stations along the south side of Boat Club Road sufficient to meet the wastewater needs of the Project. Additional force main and lift stations will be required to service the project which will be the Developer's sole responsibility.

(g) Seller acknowledges that a maximum of 66 houses with net one acre lots will be constructed in the area covered by the Lago Vista Plat with on-site wells and on-site wastewater systems. Prior to annexation of the area covered by the Lago Vista Plat, Seller shall pay the current City tap and/or impact fees for each developed or sold lot within such plat. The purchasers of all such homes or lots shall connect their property to City sewer and water systems after Seller installs the water and sewer mains and taps and after these systems are connected to the City's system. Seller shall notify each purchaser at closing that water and sewer plumbing reroute and permit cost is the purchaser's responsibility. Upon connection of a home to the City water system, the property owner may continue to use the on-site well for irrigation purposes only and shall disconnect the well from plumbing in accordance with City codes. The City has no obligation to extend water and sewer to any of such houses without payment of water and sewer impact fees and meter deposits.

(h) For all lots other than those located in the Lago Vista Plat, water and sewer impact fees and meter deposits shall be paid to the City in accordance with standard City policies at the time each building permit is issued.

5. TERM

This Agreement shall terminate 15 years after the effective date of this Agreement or upon annexation of all the property within the Project, whichever occurs first.

6. APPLICABILITY

Except as otherwise expressly provided herein, this Agreement applies only to those portions of the Project acquired by Developer. Developer shall notify the City Manager in writing, with a copy to the City Attorney, within 30 days after purchasing the any portion of the Project.

7. AUTHORITY

Seller, City and Developer represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Developer acknowledges that approval of the new plats is within the sole jurisdiction of the Plan Commission, the requests to zone the Project for mixed (primarily low-density single-family residential) uses are subject to consideration by the Zoning Commission and approval by the City Council, and annexation ordinances and Community Facilities Agreements are subject to approval by the City Council. Nothing in this Agreement guarantees favorable decisions by the Plan Commission and the City Council; provided, however, City staff will support Developer's applications on the terms set out herein.

8. TRANSFER

(a) With the exception of the following (2) two situations, Developer shall not convey title to any portion of the Project before such property is annexed by the City without the City's written consent: (i) Developer or the owner (or its respective lessees, successors or assigns) of any oil, gas or other mineral interests in, on, or under any portion of the Project may enter into agreements, contracts or leases with third parties for the exploration, drilling, or mining for, or the development, extraction, production or marketing of any oil, gas or other mineral interests found in, on, or under any portion of the Project and may convey any and all mineral interests or property necessary thereto; and (ii) Developer may convey title to any portion of the Project for which Developer has withdrawn its annexation petition pursuant to Section 3(b).

(b) Developer may convey title to any portion of the Project after such property is annexed by the City without City's consent.

(c) All purchasers of the property covered by this Agreement shall be bound by all terms of this Agreement and shall be bound to perform Developer's or Seller's (as applicable) obligations hereunder, which shall run with the land. Developer warrants and agrees that it will require purchasers of any portion of the Project to execute an assumption of all obligations hereunder as part of such conveyance.

9. OIL, GAS, AND MINERAL INTERESTS

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be deemed to prohibit the owners of any oil, gas, and mineral interests in, on, or under any portion of the Project, and/or their lessees, successors, or assigns, from engaging in the exploration, drilling, or mining for, or the development, extraction, production or marketing of any such oil, gas or other minerals found in, on, or under any portion of the Project if such activities are commenced on such portion of the Project prior to annexation by the City. If a portion of the Project has been annexed by the City prior to the commencement of any of the aforementioned activities thereon, all such activities on such portion of the Project shall be conducted in compliance with the City ordinances which govern such activities. The terms of this Section 9 shall survive the termination or expiration of this Agreement.

10. UNENFORCEABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

11. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties.

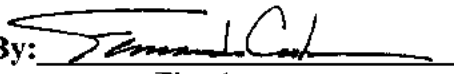
13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single, binding agreement.

EXECUTED as of the day and year first above written.

CITY OF FORT WORTH

DEVELOPER

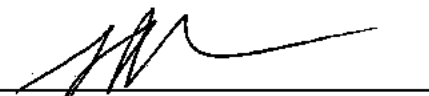
By: 

Fernando Costa, Acting
Assistant City Manager

See Signatory Addendum

BONDS RANCH INVESTORS II, LTD.

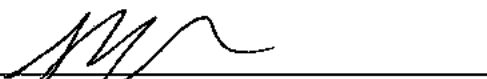
By: E.L. PROPERTY INVESTORS, LLC,
its General Partner

By: 

Steve Robson, Sole Manager

**SCOTT COMMUNITIES DEVELOPERS
LIMITED PARTNERSHIP**

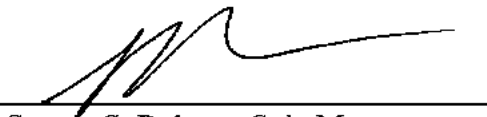
By: SCOTT COMMUNITIES L.L.C., a Texas
limited liability company, its General Partner

By: 

Steven S. Robson, President

BONDS RANCH INVESTORS, LTD.

By: E.L. PROPERTY INVESTORS, LLC,
its General Partner

By: 

Steven S. Robson, Sole Manager

ATTEST

Marty Hendrix
Marty Hendrix
City Secretary

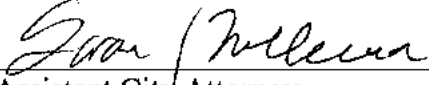
C-22722 Revised
Contract Authorization
4/1/08
Date

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APPROVED AS TO FORM AND
LEGALITY


Assistant City Attorney

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SIGNATORY ADDENDUM

RIO CLARO, INC., an Arizona corporation

By: 

Wilford R Cardon, President

CLOVERLAND INVESTORS, LLLP, an Arizona limited liability limited partnership

By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 

Wilford R. Cardon, Manager

SPG-WHEATLEY, LLLP, an Arizona limited liability limited partnership

By: Strategic Partners Group, L.L.C., an Arizona limited liability company, General Partner

By: 

Wilford R. Cardon, Manager

SPG-SWABACK, LLLP, an Arizona limited liability limited partnership

By: Strategic Partners Group, L.L.C., an Arizona limited liability company, General Partner

By: 

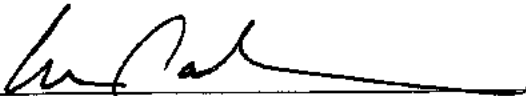
Wilford R. Cardon, Manager

CSP-1982 TRUST, LLLP, an Arizona limited liability limited partnership

By: CSP Partners, LLLP, an Arizona limited liability limited company, General Partner

By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 
Wilford R. Cardon, Manager

CHARLESVIEW, LLC, an Arizona limited liability company

By: 
Wilford R. Cardon, Manager

CSP-KDL, LLLP, an Arizona limited liability limited partnership

By: CSP Partners LLLP, an Arizona limited liability limited partnership, General Partner

By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 
Wilford R. Cardon, Manager

CSP-STRATFORD I, LLLP, an Arizona limited liability limited partnership

By: CSP Partners LLLP, an Arizona limited liability limited partnership, General Partner

By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 

Wilford R. Cardon, Manager

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Parts of the R. GANZARA SURVEY, Abstract No. 563, the T. & P. R. R. CO. SURVEY, Abstract No. 1568, the ALEXANDER, CRAIN, HARRIS & BROOKS SURVEY, Abstract No. 55 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 608-643/1000 acres tract described in the deed to Hicks Road Investors, Ltd. recorded in volume 13887, page 68 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a ½" iron found for the northeast corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 6636 of the Plat Records of Tarrant County, Texas and being in the north line of said 608-643/1000 acres tract and in the south right-of-way of Bonds Ranch Road.

Thence north 89 degrees-23 minutes-42 seconds east, along the north line of said 608-643/1000 acres tract and the south right-of-way of said Bonds Ranch Road, 1444-20 /100 feet to a 5/8" capped iron set for the northwest corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the said Plat Records and the northwest corner of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership recorded in volume 17101, page 221 of the said Real Records.

Thence southeasterly and southwesterly, along the west line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the west line of said 113-016/1000 acres tract, and the east line of Dosier Creek Parkway, the following:

south 00 degrees-36 minutes-18 seconds east 27-91 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 836 feet;
 along said curve to the right an arc length of 132-28 /100 feet to a 5/8" capped iron set at its end and the beginning of a curve to the right having a radius of 409-50/100 feet, the long chord of said 132-28/100 feet arc is south 03 degrees-55 minutes-41 seconds west 132-14 /100 feet;
 along said curve to the right an arc length of 53-35 /100 feet to a 5/8" capped iron set at its end at the intersection of the east line of said Dosier Creek Parkway and the north line of Owl Creek Drive, the long chord of said 53-35/100 feet arc is south 12 degrees-11 minutes-36 seconds west 53-31 /100 feet.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence south 76 degrees-09 minutes-56 seconds east, along the north line of said Owl Creek Drive, 15-94 /100 feet to a 5/8" capped iron set.

Thence south 13 degrees-50 minutes-04 seconds west, crossing said Owl Creek Drive, 50-00 /100 feet to a 5/8" capped iron set in the south line of said Owl Creek Drive.

Thence north 76 degrees-09 minutes-56 seconds west, along the south line of said Owl Creek Drive, 20-17 /100 feet to a 5/8" capped iron set at the intersection of the south line of said Owl Creek Drive and the east line of said Dosier Creek Parkway at the beginning of a curve to the right having a radius of 830 feet.

Thence southwesterly, continuing along the west line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the west line of said 113-016/1000 acres tract, the following:

along said curve to the right an arc length of 204-09 /100 feet to a 1/2" capped iron found at its end, the long chord of said 204-09/100 feet arc is south 22 degrees-36 minutes-17 seconds west 203-58 /100 feet;
south 29 degrees-38 minutes-57 seconds west 246-78 /100 feet to a 5/8" capped iron set for the most westerly southwest corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records at the beginning of a curve to the left having a radius of 770 feet.

Thence southwesterly and southeasterly, continuing along the west line of said 113-016/1000 acres tract, the following:

along said curve to the left an arc length of 264-15 /100 feet to a 5/8" capped iron recovered, the long chord of said 264-15/100 feet arc is south 19 degrees-49 minutes-13 seconds west 262-86 /100 feet;
south 81 degrees-51 minutes-00 seconds east 15-87 /100 feet to a 5/8" capped iron recovered;
south 08 degrees-07 minutes-55 seconds west 50-00 /100 feet to a 5/8" capped iron recovered;
north 81 degrees-52 minutes-05 seconds west 15-88 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 770 feet;

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

along said curve to the left an arc length of 697-03 /100 feet to a 5/8" capped iron recovered at its end, the long chord of said 697-03/100 feet arc is south 19 degrees-39 minutes-43 seconds east 673-48 /100 feet;
 north 44 degrees-29 minutes-12 seconds east 15-58 /100 feet to a 5/8" capped iron recovered;
 south 45 degrees-30 minutes-48 seconds east 50-00 /100 feet to a 5/8" capped iron recovered;
 south 44 degrees-29 minutes-12 seconds west 15-58 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the right having a radius of 830 feet;
 along said curve to the right an arc length of 406-93 /100 feet to a 5/8" capped iron recovered at its end for the southwest corner of said 113-016/1000 acres tract, the long chord of said 406-93/100 feet arc is south 31 degrees-28 minutes-05 seconds east 402-86 /100 feet.

Thence north 89 degrees-21 minutes-04 seconds east, along the south line of said 113-016/1000 acres tract, 334-97 /100 feet to a 5/8" capped iron recovered.

Thence south 80 degrees-05 minutes-35 seconds east, continuing along the south line of said 113-016/1000 acres tract to and along the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089, 427-48 /100 feet to a 5/8" capped iron set.

Thence south 09 degrees-54 minutes-25 seconds west 456-28/100 feet to a 5/8" capped iron set.

Thence south 80 degrees-05 minutes-35 seconds east 477-39/100 feet to a 5/8" capped iron set.

Thence north 09 degrees-54 minutes-25 seconds east 456-28/100 feet to a 5/8" capped iron set in the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and in the south line of said 113-016/1000 acres tract.

Thence south 80 degrees-05 minutes-35 seconds east, along the south line of said 113-016/1000 acres tract, 177-22/100 feet to a 5/8" capped iron set for the southeast corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the most southerly southeast corner of said 113-016/1000 acres tract.

Thence north 30 degrees-09 minutes-50 seconds east, along a easterly line of said 113-016/1000 acres tract, 763-16 /100 feet to a 5/8" capped iron recovered.

Thence north 14 degrees-03 minutes-13 seconds west, continuing along a east line of said 113-016/1000 acres tract, 86-64 /100 feet to a 5/8" capped iron recovered for a re-entrant corner of said 113-016/1000 acres tract.

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence northeasterly and southeasterly, along a south line of said 113-016/1000 acres tract, the following:

north 89 degrees-23 minutes-39 seconds east 338-99 /100 feet to a 5/8" capped iron recovered;

south 78 degrees-17 minutes-36 seconds east 56-00 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 488 feet;

along said curve to the left an arc length of 79-86 /100 feet to a 5/8" capped iron recovered at its end, the long chord of said 79-86/100 feet arc is north 07 degrees-01 minute-07 seconds east 79-77 /100 feet;

north 89 degrees-23 minutes-39 seconds east 171-85 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 113-016/1000 acres tract in the east line of said 608-634/1000 acres tract.

Thence south 00 degrees-22 minutes-12 seconds east, along the east line of said 608-643/1000 acres tract, 1642-88 /100 feet to a 1" iron recovered.

Thence south 00 degrees-18 minutes-49 seconds east, continuing along the east line of said 608-643/1000 acres tract, 2443-65 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 608-643/1000 acres tract in the north line of said West Tract described in the deed to Texas Electric Service Company recorded in volume 6865, page 414 of the said Real Records.

Thence north 89 degrees-43 minutes-52 seconds west, along the south line of said 608-643/1000 acres tract and the north line of said West Tract, 484-40/100 feet to a 5/8" capped iron set.

Thence north 00 degrees-16 minutes-08 seconds east 360-06/100 feet to a 5/8" capped iron set.

Thence north 89 degrees-43 minutes-52 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-06 minutes-08 seconds west 360-06/100 feet to a 5/8" capped iron set in the south line of said 608-643/1000 acres tract and the north line of said West Tract.

Thence north 89 degrees-43 minutes-52 seconds west, along the south line of said 608-643/1000 acres tract and the north line of said West Tract, 3841-89 /100 feet to a 7/8" iron recovered for the southwest corner of said 608-643/1000 acres tract.

Thence north 00 degrees-22 minutes-26 seconds west, along the west line of said 608-643/1000 acres tract, 288-13 /100 feet to a 1" pipe recovered for the southeast corner of Tract No. 4 described in the deed to Texas Electric Service Company recorded in volume 2542, page 1 of the said Real Records.

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence north 00 degrees-25 minutes-07 seconds east, continuing along the west line of said 608-643/1000 acres tract and the east line of said Tract No. 4, 371-57 /100 feet to a 1/2" capped iron found for the southwest corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 8115 of the said Plat Records.

Thence south 89 degrees-43 minutes-40 seconds east, along the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records, 1576-07 /100 feet to a 5/8" capped iron set for the southeast corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records.

Thence northwesterly and northeasterly, along the east line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records to and along the east line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 6636 of the said Plat Records, the following:

north 01 degree-22 minutes-51 seconds west 643-38 /100 feet to a 1/2" capped iron found;
 north 08 degrees-00 minutes-58 seconds west 156-13 /100 feet to a 1/2" capped iron found;
 north 18 degrees-22 minutes-49 seconds west 903-32 /100 feet to a 1/2" capped iron found;
 north 09 degrees-03 minutes-20 seconds east 239-97 /100 feet to a 5/8" capped iron set;
 north 00 degrees-27 minutes-42 seconds west 130-16 /100 feet to a 5/8" capped iron
 recovered at the beginning of a curve to the left having a radius of 965 feet;
 along said curve to the right an arc length of 14-01/100 feet to a 5/8" capped iron set at its
 end, the long chord of said 14-01/100 feet arc is north 87 degrees-52 minutes-39 seconds
 east 14-01/100 feet;
 north 00 degrees-27 minutes-42 seconds west 985-90 /100 feet to a 1/2" capped iron found;
 north 36 degrees-49 minutes-09 seconds west 498-38 /100 feet to a 1/2" capped iron found;
 north 00 degrees-35 minutes-52 seconds west 365-01 /100 feet to a 1/2" capped iron found;
 south 89 degrees-24 minutes-08 seconds west 13-14 /100 feet to a 1/2" capped iron found;
 north 00 degrees-35 minutes-52 seconds west 600-02 /100 feet to a railroad spike found;
 north 89 degrees-24 minutes-08 seconds east 12-50 /100 feet to a 1/2" capped iron found;
 north 00 degrees-35 minutes-52 seconds west 360-14 /100 feet to the place of beginning
 and containing 351-010/1000 acres.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Part of the ALEXANDER, CRAIN, HARRIS & BROOKS SURVEY, Abstract No. 55 situated in the northwest part of Tarrant County, Texas; embracing all of the 47-242/1000 acres tract described in the deed to Hicks Road Investors, Ltd. recorded in volume 13887, page 68 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 5/8" capped iron set for the northwest corner of said 47-242/1000 acres tract in the south line of Tract No. 5 described in the deed to T.E.S.C.O. recorded in volume 2542, page 1 of the Deed Records of Tarrant County, Texas.

Thence south 89 degrees-43 minutes-25 seconds east, along the north line of said 47-242/1000 acres tract and the south line of said Tract No. 5, 1942-55 /100 feet to a 5/8" capped iron set.

Thence south 00 degrees-01 minute-49 seconds east 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-43 minutes-25 seconds east 360-07/100 feet to a 5/8" capped iron set in the east line of said 47-242/1000 acres tract.

Thence south 00 degrees-01 minute-49 seconds east, along the east line of said 47-242/1000 acres tract, 279-89 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 47-242/1000 acres tract.

Thence south 89 degrees-47 minutes-33 seconds west, along the south line of said 47-242/1000 acres tract, 2298-17 /100 feet to a 5/8" capped iron set for the southwest corner of said 47-242/1000 acres tract.

Thence north 00 degrees-18 minutes-38 seconds west, along the west line of said 47-242/1000 acres tract, 904-31 /100 feet to the place of beginning and containing 42-241/1000 acres.

LEGAL DESCRIPTION OF PROPERTY

TRACT II:

Parts of the R. GANZARA SURVEY, Abstract No. 563 and the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing all of the 169-290/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd. recorded in volume 16030, page 268 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 5/8" capped iron set for the northeast corner of said 169-290/1000 acres tract in the south right-of-way of Bonds Ranch Road and in the west line of Tract No. 4 described in the deed to Texas Electric Service Company recorded in volume 2542, page 1 of the Deed Records of Tarrant County, Texas from which the northwest corner of LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 6636 bears along a curve to the right having a radius of 1440-02/100 feet an arc length of 76-72/100 feet. The long chord of said 76-72/100 feet arc is north 78 degrees-23 minutes-09 second east 76-71/100 feet.

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 521-20/100 feet to a 5/8" capped iron set.

Thence north 89 degrees-34 minutes-55 seconds west 360-06/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-25 minutes-05 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-34 minutes-55 seconds east 360-06/100 feet to a 5/8" capped iron set in the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4.

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 2074-03/100 feet to a 5/8" capped iron set.

Thence north 47 degrees-02 minutes-08 seconds west 360-06/100 feet to a 5/8" capped iron set.

Thence south 42 degrees-57 minutes-52 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 47 degrees-02 minutes-08 seconds east 360-06/100 feet to a 5/8" capped iron set.

Thence north 42 degrees-57 minutes-52 seconds east 604-98/100 feet to a 5/8" capped iron set in the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4.

LEGAL DESCRIPTION OF PROPERTY

TRACT II:

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 1298-58/100 feet to a 5/8" capped iron set for the northeast corner of the 5 acres Surface Use Agreement recorded in Clerks Document No. D207336116 of the said Deed Records.

Thence south 89 degrees-50 minutes-09 seconds west, along the north line of said 5 acres tract, 416-86/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-24 minutes-28 seconds west, along the west line of said 5 acres tract, 522-50/100 feet to a 5/8" capped iron set in the south line of said 169-290/1000 acres tract.

Thence south 89 degrees-53 minutes-40 seconds west, along the south line of said 169-290/1000 acres tract, 1063-53 /100 feet to a 5/8" capped iron set.

Thence north 00 degrees-06 minutes-20 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-53 minutes-40 seconds west 174-49/100 feet to a 5/8" capped iron set in the west line of said 169-290/1000 acres tract and the east line of the 120-507/1000 acres tract described in the deed to Bond Ranch Investors II, Ltd. recorded in Clerks Document No. D204293195 of the said Real Records.

Thence north 00 degrees-25 minutes-09 seconds east, along the common line of said 169-290/1000 acres tract and said 120-507/1000 acres tract, 2956-31 /100 feet to a 5/8" capped iron set for the northwest corner of said 169-290/1000 acres tract and the northeast corner of said 120-507/1000 acres tract in the southeasterly right-of-way of said Bonds Ranch Road.

Thence northeasterly, along the north line of said 169-290/1000 acres tract and the southeasterly right-of-way of said Bonds Ranch Road, the following:

north 41 degrees-21 minutes-06 seconds east 1388-75 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 1440-02/100 feet; along said curve to the right an arc length of 892-42 /100 feet to the place of beginning and containing 151-865/1000 acres, the long chord of said 892-42/100 feet arc is north 59 degrees-06 minutes-20 seconds east 878-21 /100 feet.

LEGAL DESCRIPTION OF PROPERTY

TRACT III:

Parts of the T & P. R. R. CO. SURVEY, Abstract No. 1568, the R. GANZARA SURVEY, Abstract No. 563 and the J.P. SMITH SURVEY, Abstract No. 1916 situated in the northwest part of Tarrant County, Texas; embracing all of the 120-507/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd. recorded in Clerks Document No. D204293195 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 7/8" iron recovered for the southwest corner of said 120-507/1000 acres tract in the east right-of-way of F. M. Highway No. 1220 (Boat Club Road).

Thence north 14 degrees-02 minutes-37 seconds west, along the west line of said 120-507/1000 acres tract and the east right-of-way of said Boat Club Road, 2223-00 /100 feet to a 5/8" capped iron set for the northwest corner of said 120-507/1000 acres tract at the intersection of the east right-of-way of said Boat Club Road and the southerly right-of-way of Bonds Ranch Road.

Thence northeasterly, along the northerly line of said 120-507/1000 acres tract and the southerly right-of-way of said Bonds Ranch Road, the following:

north 75 degrees-57 minutes-15 seconds east 569-18 /100 feet to a 5/8" capped iron set at the beginning of a curve to the left having a radius of 2360-03/100 feet;
 along said curve to the left an arc length of 1425-29 /100 feet to a 5/8" capped iron set at its end, the long chord of said 1425-29/100 feet arc is north 58 degrees-39 minutes-11 seconds east 1403-73 /100 feet;
 north 41 degrees-21 minutes-06 seconds east 718-47 /100 feet to a 5/8" capped iron set for the northeast corner of said 120-507/1000 acres tract and the northwest corner of the 169-290/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd. recorded in volume 16030, page 268 of the said Real Records.

Thence south 00 degrees-25 minutes-09 seconds west, along the common line of said 120-507/1000 acres tract and said 169-290/1000 acres tract, 2956-31 /100 feet to a 5/8" capped iron set.

Thence south 89 degrees-53 minutes-40 seconds west 185-57/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-06 minutes-20 seconds east 604-98/100 feet to a 5/8" capped iron set in the south line of said 120-507/1000 acres tract.

Thence south 89 degrees-53 minutes-40 seconds west, along the south line of said 120-507/1000 acres tract, 1480-16 /100 feet to the place of beginning and containing 117-993/1000 acres.

LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

Part of the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership, recorded in volume 17101, page 221 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Commencing at a 1/2" iron found for the northeast corner of said 113-016/1000 acres tract and the northwest corner of the 1029-185/1000 acres tract described in the deed to Chapel Hill Venture, LLLP, recorded in volume 14957, page 307 of the said Real Records and in the south right-of-way of Bonds Ranch Road and run, along the north line of said 113-016/1000 acres tract and the south right-of-way of said Bonds Ranch Road south 89 degrees-23 minutes-42 seconds west 2470-02/100 feet to a 5/8" capped iron set for the northwest corner of said 113-016/1000 acres tract and the northwest corner of said LAGO VISTA AT BONDS RANCH, an Addition to Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the Plat Records of Tarrant County, Texas and then run along the west line of said 113-016/1000 acres tract and the west line of said LAGO VISTA AT BONDS RANCH, south 00 degrees-36 minutes-18 seconds east 27-91 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 836 feet and then run along said curve to the right an arc length of 132-28 /100 feet to a 5/8" capped iron set at its end and the beginning of a curve to the right having a radius of 409-50/100 feet, the long chord of said 132-28/100 feet arc is south 03 degrees-55 minutes-41 seconds west 132-14 /100 feet and then run along said curve to the right an arc length of 53-35 /100 feet to a 5/8" capped iron set at its end at the intersection of the east line of said Dosier Creek Parkway and the north line of Owl Creek Drive, the long chord of said 53-35/100 feet arc is south 12 degrees-11 minutes-36 seconds west 53-31 /100 feet, and then run south 76 degrees-09 minutes-56 seconds east, along the north line of said Owl Creek Drive, 15-94 /100 feet to a 5/8" capped iron set and then run south 13 degrees-50 minutes-04 seconds west, crossing said Owl Creek Drive, 50-00 /100 feet to a 5/8" capped iron set in the south line of said Owl Creek Drive and then run north 76 degrees-09 minutes-56 seconds west, along the south line of said Owl Creek Drive, 20-17 /100 feet to a 5/8" capped iron set at the intersection of the south line of said Owl Creek Drive and the east line of said Dosier Creek Parkway at the beginning of a curve to the right having a radius of 830 feet and then run along said curve to the right an arc length of 204-09 /100 feet to a 1/2" capped iron found at its end, the long chord of said 204-09/100 feet arc is south 22 degrees-36 minutes-17 seconds west 203-58 /100 feet and then run south 29 degrees-38 minutes-57 seconds west 246-78 /100 feet to a 5/8" capped iron set for the southwest corner of said LAGO VISTA AT BONDS RANCH recorded in Cabinet A, Slide 10089 and the northwest and beginning corner of the tract being described.

LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

Thence southeasterly, along the southwesterly line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089, the following:

south 60 degrees-21 minutes-05 seconds east. 770-00 /100 feet to a 5/8" capped iron set;
south 15 degrees-34 minutes-53 seconds east 1001-37 /100 feet to a 5/8" capped iron set
for the most southerly southwest corner of said LAGO VISTA AT BONDS RANCH,
recorded in Cabinet A, Slide 10089 of the said Plat Records and in the south line of said
113-016/1000 acres tract.

Thence northwesterly and southwesterly, along the south line of said 113-016/1000 acres tract,
the following:

north 80 degrees-05 minutes-35 seconds west 230-27 /100 feet to a 5/8" capped iron
recovered;

south 89 degrees-21 minutes-04 seconds west 334-97 /100 feet to a 5/8" capped iron
recovered for the southwest corner of said 113-016/1000 acres tract at the beginning of a
curve to the left having a radius of 830 feet.

Thence northwesterly and northeasterly, along the west line of said 113-016/1000 acres tract, the
following:

along said curve to the left an arc length of 406-93 /100 feet to a 5/8" capped iron
recovered at its end, the long chord of said 406-93/100 feet arc is north 31 degrees-28
minutes-05 seconds west 402-86 /100 feet;

north 44 degrees-29 minutes-12 seconds east 15-58 /100 feet to a 5/8" capped iron
recovered;

north 45 degrees-30 minutes-48 seconds west 50-00 /100 feet to a 5/8" capped iron
recovered;

south 44 degrees-29 minutes-12 seconds west 15-58 /100 feet to a 5/8" capped iron
recovered at the beginning of a curve to the right having a radius of 770 feet;

along said curve to the right an arc length of 697-03 /100 feet to a 5/8" capped iron
recovered at its end, the long chord of said 697-03/100 feet arc is north 19 degrees-39
minutes-43 seconds west 673-48 /100 feet;

south 81 degrees-52 minutes-05 seconds east 15-88 /100 feet to a 5/8" capped iron
recovered;

north 08 degrees-07 minutes-55 seconds east 50-00 /100 feet to a 5/8" capped iron
recovered;

north 81 degrees-52 minutes-05 seconds west 15-88 /100 feet to a 5/8" capped iron
recovered at the beginning of a curve to the right having a radius of 770 feet;

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

along said curve to the right an arc length of $264\frac{15}{100}$ feet to the place of beginning .
and containing $18\frac{533}{1000}$ acres, the long chord of said $264\frac{15}{100}$ feet arc is north 19
degrees-49 minutes-13 seconds east $262\frac{86}{100}$ feet.

LEGAL DESCRIPTION OF PROPERTY

TRACT V:

Part of the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership, recorded in volume 17101, page 221 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 1/2" iron found for the northeast corner of said 113-016/1000 acres tract and the northwest corner of the 1029-185/1000 acres tract described in the deed to Chapel Hill Venture, LLLP, recorded in volume 14957, page 307 of the said Real Records and in the south right-of-way of Bonds Ranch Road.

Thence south 00 degrees-22 minutes-12 seconds east, along the east line of said 113-016/1000 acres tract and the west line of said 1029-185/1000 acres tract, 1362-86 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 113-016/1000 acres tract.

Thence southwesterly and northwesterly, along the south line of said 113-016/1000 acres tract, the following:

south 89 degrees-23 minutes-39 seconds west 171-85 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the right having a radius of 488 feet; along said curve to the right an arc length of 79-86 /100 feet to a 5/8" capped iron recovered at its end, the long chord of said 79-86/100 feet arc is south 07 degrees-01 minute-07 seconds west 79-77 /100 feet;

north 78 degrees-17 minutes-36 seconds west 56-00 /100 feet to a 5/8" capped iron recovered;

south 89 degrees-23 minutes-39 seconds west 338-99 /100 feet to a 5/8" capped iron recovered;

south 14 degrees-03 minutes-13 seconds east 86-64 /100 feet to a 5/8" capped iron recovered

south 30 degrees-09 minutes-50 seconds west 76-48 /100 feet to a 5/8" capped iron set in the east line of LAGO VISTA AT BONDS RANCH, an Addition to Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the Plat Records of Tarrant County, Texas.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT V:

Thence northwesterly, along the east line of said LAGO VISTA AT BONDS RANCH recorded in said Cabinet A, Slide 10089 of the said Plat Records, the following:

north 00 degrees-36 minutes-18 seconds west 229-33 /100 feet to a 5/8" capped iron set;
north 14 degrees-13 minutes-44 seconds west 1338-28 /100 feet to a 5/8" capped iron set;
north 00 degrees-36 minutes-18 seconds west 50-00 /100 feet to a 5/8" capped iron set for the northeast corner of said LAGO VISTA AT BONDS RANCH, in the south right-of way of said Bonds Ranch Road and in the north line of said 113-016/1000 acres tract.

Thence north 89 degrees-23 minutes-42 seconds east, along the north line of said 113-016/1000 acres tract and the south right-of-way of said Bonds Ranch Road, 915-93 /100 feet to the place of beginning and containing 24-515/1000 acres.

LEGAL DESCRIPTION OF PROPERTY

TRACT VII

BEING 5.00 acres of land situated in the T. & P. R.R. Co. Survey, Abstract 1568, Tarrant County, Texas, and being part of that certain called 169.290 acre tract as described in a deed recorded in Volume 16030, Page 268, of the Deed Records of Tarrant County, Texas.

BEGINNING at a concrete monument (found) at the southeast corner of said 169.290 acre tract, being at the north boundary line of that certain called 2.11 acre tract as described in a deed recorded in a document numbered D204259050, and being located at the coordinates 7,015,541.12 Northing and 2,289,029.52 Easting

THENCE South 89°53'57" West, for a distance of 416.88 feet, with the south boundary line of said 169.290 acre tract, and with the north boundary line of said 2.11 acre tract, to a ½" iron rod (set with cap marked "STANGER");

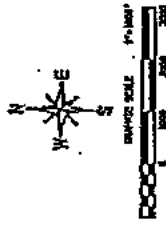
THENCE North 00°25'22" East, for a distance of 522.50 feet to a ½" iron rod (set with cap marked "STANGER");

THENCE North 89°53'57" East, for a distance of 416.88 feet, to a ½" iron rod (set with cap marked "STANGER") in the east boundary line of said 169.290 acre tract and being in the west boundary line of that certain called Tract 4 as described in a deed recorded in Volume 2542, Page 1;

THENCE South 00°25'22" West, for a distance of 522.50 feet, with the east boundary line of said 169.290 acre tract, and with the west boundary line of said Tract 4, back to the point of beginning and containing 5.00 acres of land.

EXHIBIT B

<u>DEVELOPER ENTITIES</u>	<u>RESPECTIVE UNDIVIDED PERCENTAGE INTERESTS OF OWNERSHIP</u>
Rio Claro, Inc.	42.16%
Cloverland Investors, LLLP	1.39%
SPG-Wheatley, LLLP	13.88%
SPG-Swaback, LLLP	1.85%
CSP-1982 Trust, LLLP	4.63%
Charlesview, LLC	1.85%
CSP-KDL, LLLP	1.85%
CSP-Stratford I, LLLP	32.39%
TOTAL	100.00%



LAND USE SUMMARY

LAND USE	DWELLING UNITS	ACRES	DEVELOPMENT PERCENTAGE	COUNTY
SINGLE-FAMILY	480	1,931	2.1%	2.1%
MULTI-FAMILY	20	80	0.9%	0.9%
COMMERCIAL	100	400	4.4%	4.4%
PARK AREA	0	0	0%	0%
TOTALS	600	2,411	2.5%	2.5%

NOTES:
 RESIDENTIAL AREAS AS SHOWN MAY BE ADJUSTED AND/OR ALTERED UPON APPROVAL OF THE DEVELOPMENT, HOWEVER A MAXIMUM OF 20% OF THE TOTAL DEVELOPMENT SHALL BE MEASURED BY CROSS SECTION.
 DEVELOPMENT SHALL BE LIMITED TO 20% OF THE TOTAL DEVELOPMENT.
 DEVELOPMENT SHALL BE LIMITED TO 20% OF THE TOTAL DEVELOPMENT.
 DEVELOPMENT SHALL BE LIMITED TO 20% OF THE TOTAL DEVELOPMENT.

REGISTERED SURVEYOR:
GODWIN MARSHALL I
 2151 East Broadway Road, Suite 215
 Tulsa, OK 74104
 (918) 446-8800

DEVELOPER/OWNER:
SCOTT HOMES
 2151 East Broadway Road, Suite 215
 Tulsa, OK 74104
 (918) 446-8800

CONCEPT PLAN FOR BONDS RANCH
 2,222.05 Acres

LOCATED IN THE
 J CROFORD SURVEY, A-333
 WAMCUTTS SURVEY, A-1067
 L. H. HOLMES SURVEY, A-1062
 M. E. FARBER CO. SURVEY, A-1018
 F. THOMAS SURVEY, A-1497
 FORT WORTH ZEE, TARRANT COUNTY, TEXAS

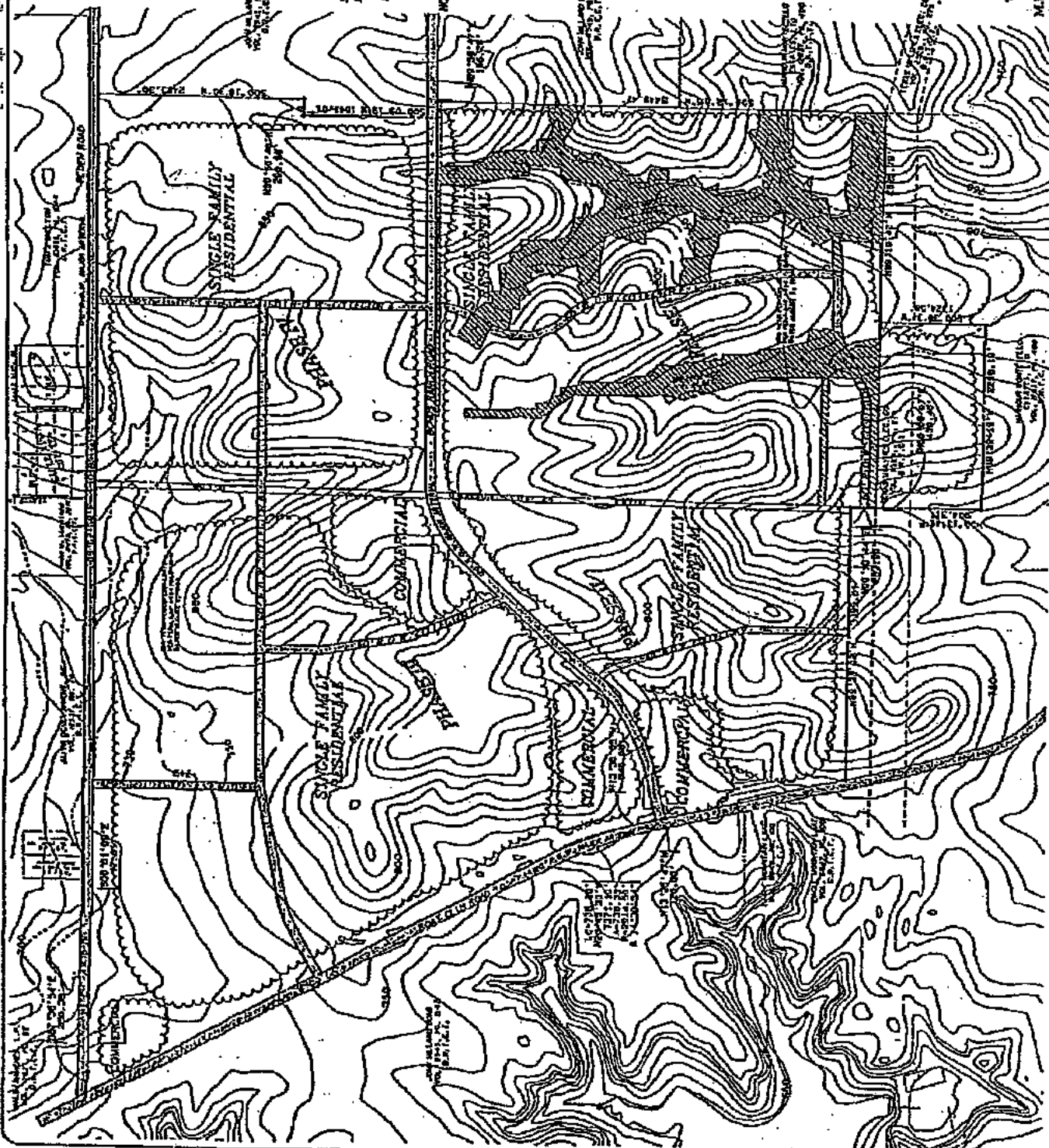
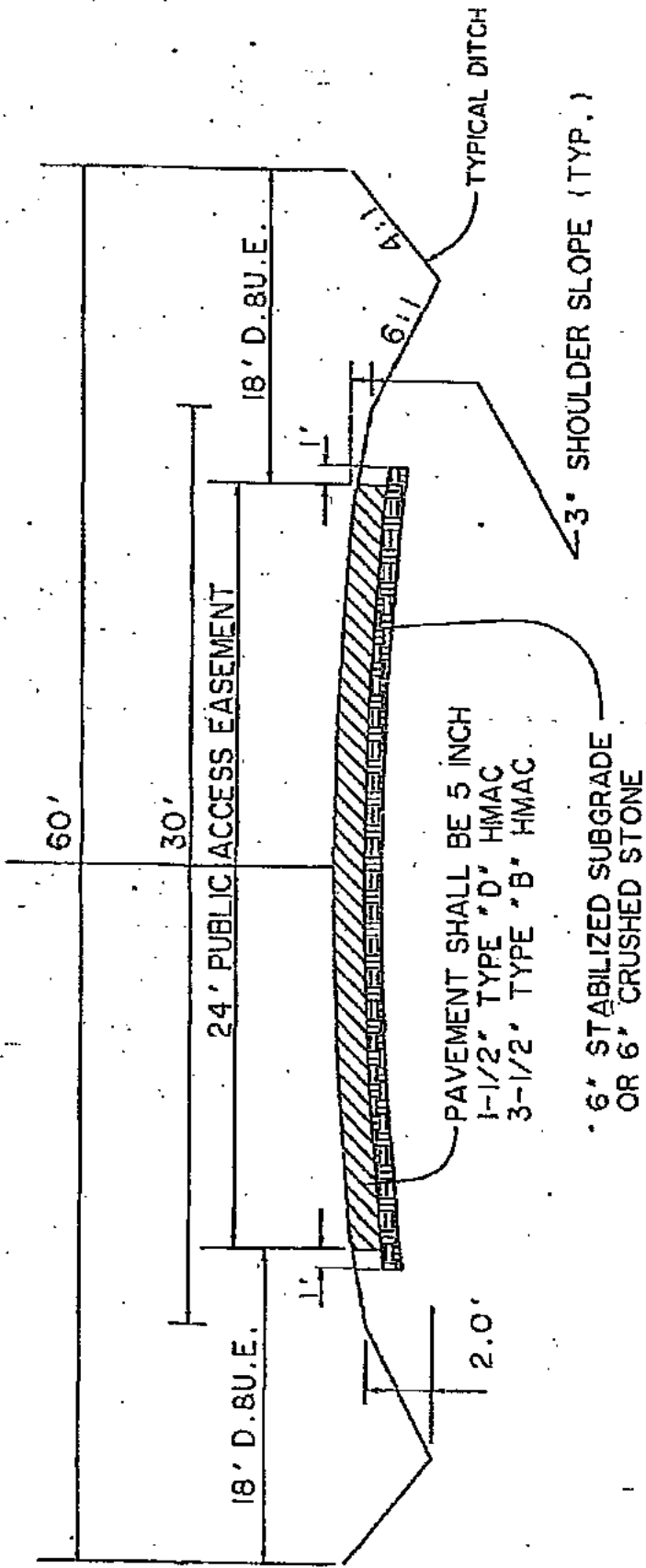


EXHIBIT C

EXHIBIT "D"



TYPICAL 60' PUBLIC ACCESS & UTILITY EASEMENT

N.T.S.

MOU language:

The paving cross section detail shown in Exhibit "D" shall be an allowable paving specification for any proposed private residential subdivision with a minimum lot size of 1/2 acre located within the Bonds Ranch Development. All other proposed residential subdivisions shall meet the standard paving construction specifications.

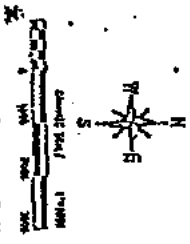
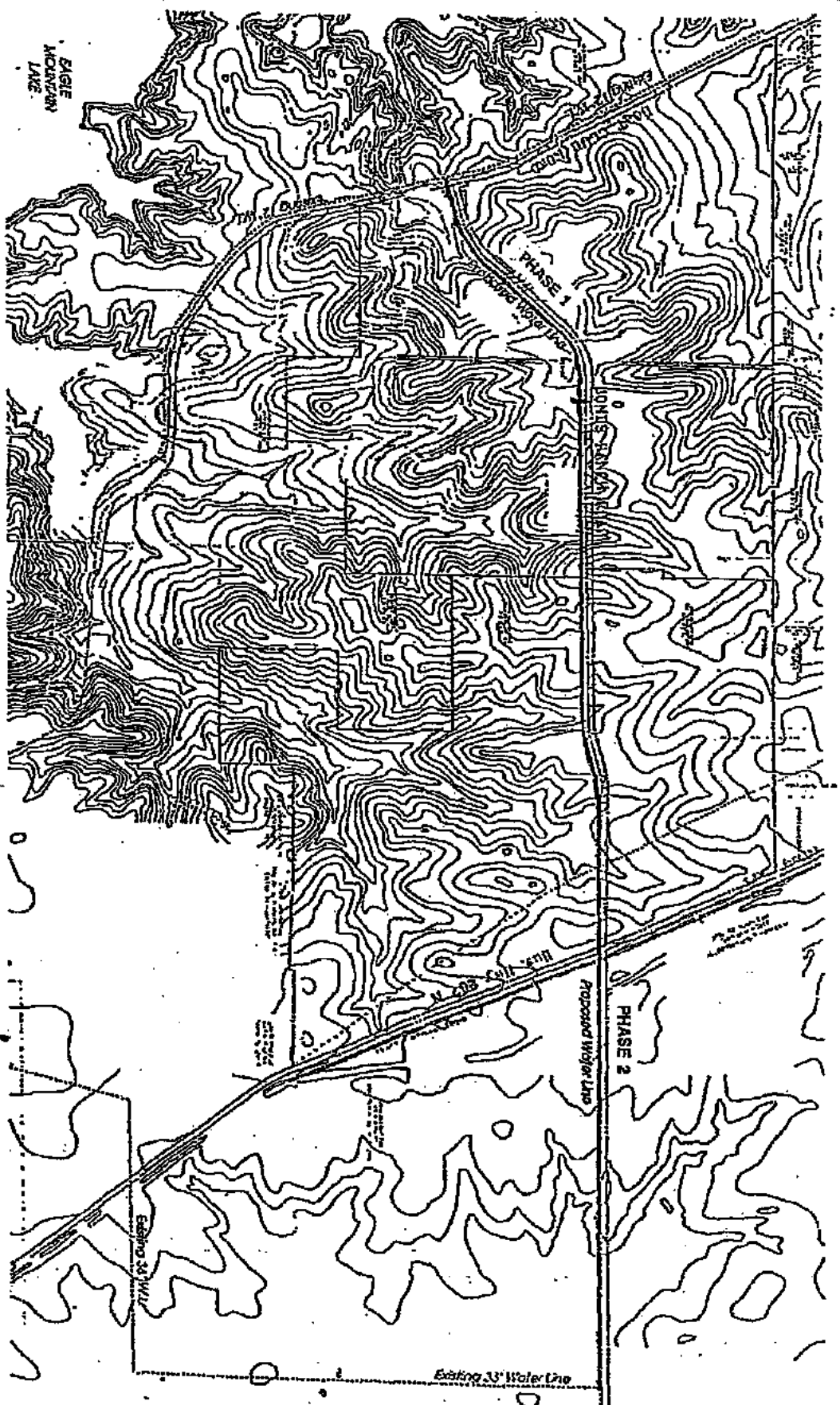


EXHIBIT F

ENGINEER
GOODWIN
MARSHALL
 2151 East Broadway Road, Suite 218
 Fort Worth, Texas 76102
 (817) 336-5500

DEVELOPER
SCOTT HOMES
 2151 East Broadway Road, Suite 218
 Fort Worth, Texas 76102
 (817) 336-5500

1 CROSSROAD SURVEY, A-535
 11 HICKORY SURVEY, A-1057
 11 HICKORY SURVEY, A-1052
 A.B.P. & P. R.R. CO. SURVEY, A-1128
 B. THOMAS SURVEY, A-1497
 FORT WORTH E.D., TARRANT COUNTY, TEXAS
 MARCH 2001

WATER & SEWER EXHIBIT
 FOR
BONDS RANCH
 4222.06 Acres