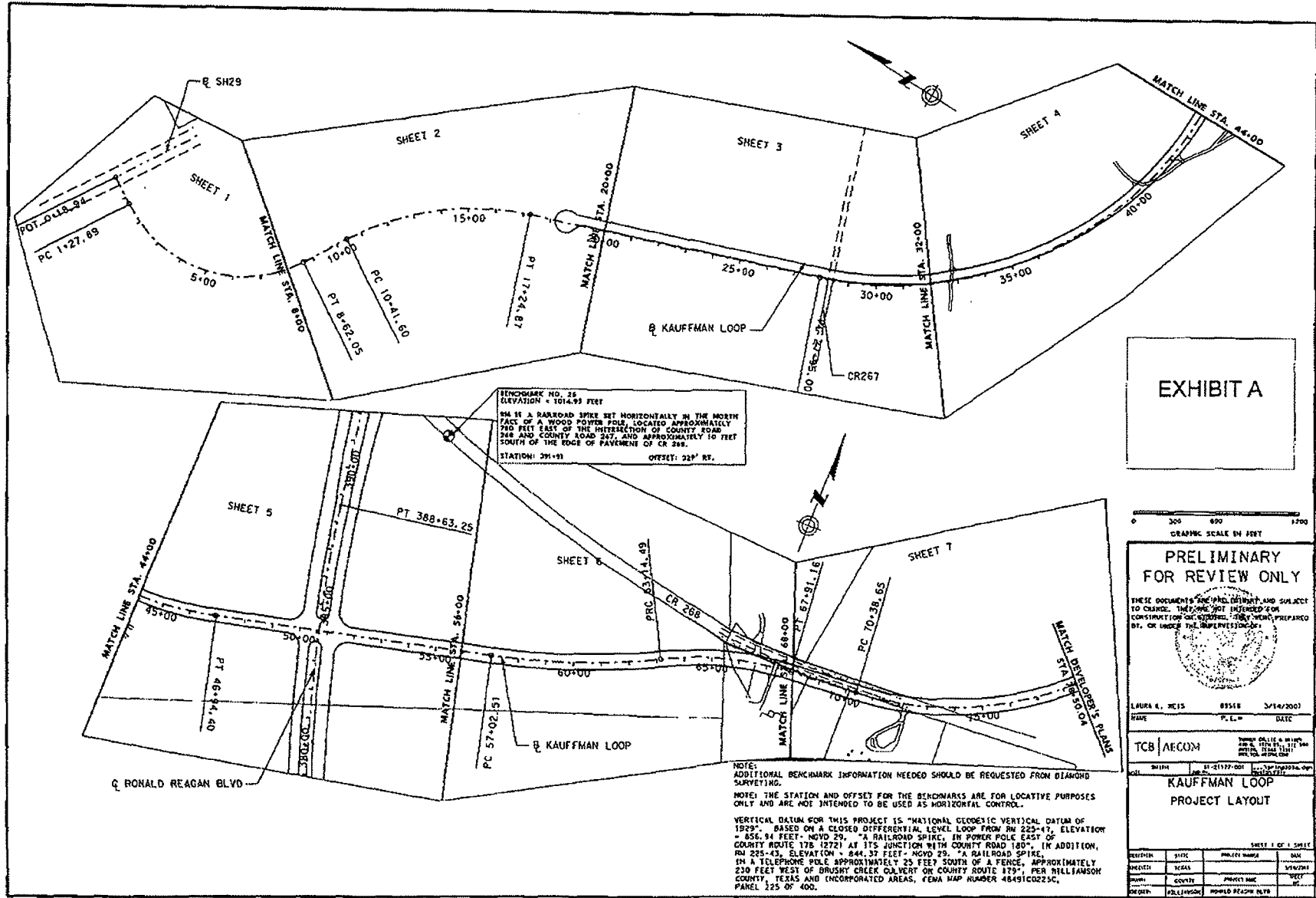


**EXHIBIT A**  
**DEVELOPER SEGMENT**



# EXHIBIT A

0 300 600 1200  
GRAPHIC SCALE IN FEET

## PRELIMINARY FOR REVIEW ONLY

THESE DOCUMENTS ARE PRELIMINARY AND SUBJECT  
TO CHANGE. THEY ARE NOT INTENDED FOR  
CONSTRUCTION OR RECORD. THEY HAVE BEEN PREPARED  
BY, OR UNDER THE SUPERVISION OF:



LAURA E. JCIS      88518      3/14/2003  
NAME      P.E.      DATE

TCB/AECOM      JAMES DILLIE & SONS  
INC.      10111 111 111  
111 111 111 111 111

DATE      01-21-2003      PROJECT NO.      00000000000000000000

## KAUFFMAN LOOP PROJECT LAYOUT

SHEET 1 OF 1 SHEET			
DESIGNER	DATE	PROJECT NAME	DATE
CHECKED	SCALE	BY	DATE
APPROVED	COUNTY	PROJECT NAME	DATE
DESIGNER	PROJECT NO.	PROJECT NAME	DATE

**EXHIBIT B**  
**SPECIFICATIONS**



ROW VARIES 148' (MAX)  
KAUFFMAN LOOP

VARIES 32'-46'

4' SHLD

15'

VEG FILTER STRIP (BLOCK SODDING)

12' WB

VARIES 12' - 7' EB LTL

VARIES 0' - 7' LTL

0' - 12' EB

4' SHLD

VARIES 5:1 MAX

VARIES

PCL \*

4:1

2.5'

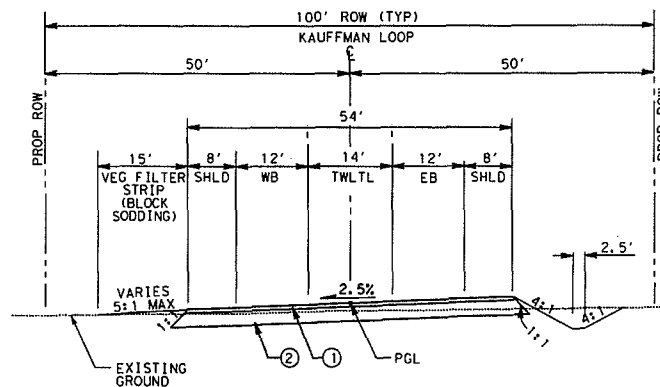
4:1

EXISTING GROUND

## KAUFFMAN LOOP

Diagram illustrating the plan view of CR 267. The total width is labeled "ROW VARIES 40' (TYP)". The centerline is labeled "CR 267". The distance from the centerline to the "PROP ROW" (Proposed Right-of-Way) is 22' (TYP) on the left and 18' (TYP) on the right. The road cross-section shows a 2% (TYP) slope on both sides, with a 2' wide shoulder and a 1' wide curb. The road is labeled "2" and "1" at the bottom.

## CR 267

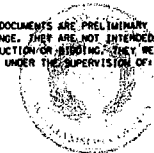


## KAUFFMAN LOOP

6 CO# 106-28-06 KAUFFMAN LOOP  
ADDITION (NEW SHEET)

PRELIMINARY  
FOR REVIEW ONLY

THESE DOCUMENTS ARE PRELIMINARY AND SUBJECT TO CHANGE. THEY ARE NOT INTENDED FOR CONSTRUCTION OR BIDDING. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:



LAURA L. WEIS	89516	7/26/2006
NAME	P. E. #	DATE

TCB | AECOM

Smith	81-21122-001	Printtyp04a.dg
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KAUFFMAN LOOP  
TYPICAL SECTIONS

SHEET 1 OF 1 SHEETS

DESIGNED:	STATE	PROJECT NUMBER	DATE
CHECKED:	TEXAS		1/26/20
DRAWN:	COUNTY	PROJECT NAME	SHEET NO
CHECKED:	WILLIAMSON	RONALD REAGAN BLVD	

```

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7/26/2006
21:54:09 PM

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**EXHIBIT C**  
**COST ESTIMATE**

Kauffman Loop  
Randall Jones Engineering Design Segment  
Sta. 78+50.04 to Sta. 92+99.27

COST ESTIMATE						
ITEM CODE		LINE ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
ITEM NO	DESC CODE					
0100	0502	PREP ROW	14.5	STA	\$ 2,073.00	\$ 30,058.50
0110	0501	EXCAVATION (RDWY)	4556.0	CY	\$ 11.60	\$ 52,849.60
0132	0506	EMBANK (DENS CONT)(TY B)(CL 3)	1000.0	CY	\$ 4.00	\$ 4,000.00
0160	0506	FURN AND PLAC TPSL (CL 2)(4 in)	16163.0	SY	\$ 2.50	\$ 40,407.50
0162	0502	BLOCK SODDING	2281.0	SY	\$ 2.30	\$ 5,246.30
0164	0517	BRDCST SEED (TEMP)(WARM)	16163.0	SY	\$ 0.07	\$ 1,131.41
0164	0519	BRDCST SEED (TEMP)(COOL)	16163.0	SY	\$ 0.07	\$ 1,131.41
0166	0509	FERTILIZER (13-13-13)	0.2	TON	\$ 432.00	\$ 86.40
0168	0501	VEGETATIVE WATERING	133.0	MG	\$ 30.00	\$ 3,990.00
0247	0966	FL BS (COMPL IN PLAC) (TYA GR1 CL 5) (15")	8720.0	SY	\$ 18.00	\$ 156,960.00
0310	0504	ASPH MATRL (MC-30 OR AE-P)	1710.0	GAL	\$ 2.75	\$ 4,702.50
0340	***	ASPH CONC (TY C) (SURF) (PG 64 - 22) (2.5 IN)	8550.0	SY	\$ 6.00	\$ 51,300.00
0402	02001	TRENCH SAFETY PROTECTION	600.0	LF	\$ 1.50	\$ 900.00
0432	0501	RIPRAP (CONC)(CL B)	11.0	CY	\$ 400.00	\$ 4,400.00
0464	0505	RC PIPE (CL III) (18 IN)	73.0	LF	\$ 56.25	\$ 4,106.25
0464	0505	RC PIPE (CL III) (24 IN)	184.0	LF	\$ 60.00	\$ 11,040.00
0464	0505	RC PIPE (CL III) (48 IN)	174.0	LF	\$ 100.00	\$ 17,400.00
0464	0505	RC PIPE (CL III) (66 IN)	157.0	LF	\$ 150.00	\$ 23,550.00
0465	0503	INLET (COMPL)(4X4)	1.0	EA	\$ 2,900.00	\$ 2,900.00
0466	***	HEADWALL (DIA=24 IN)	2.0	EA	\$ 2,500.00	\$ 5,000.00
0466	***	HEADWALL (DIA=48 IN)	1.0	EA	\$ 6,000.00	\$ 6,000.00
0466	***	HEADWALL (DIA=66 IN)	1.0	EA	\$ 10,000.00	\$ 10,000.00
0467	0512	SAFE END TRT (TY II)(24 IN)(RCP)(6:1)	4.0	EA	\$ 1,500.00	\$ 6,000.00
0500	0501	MOBILIZATION	1.0	LS	\$ 69,300.00	\$ 70,000.00
0502	0501	BARRICADES SIGNS AND TRAF HANDLE	2.0	MO	\$ 3,500.00	\$ 7,000.00
0529	0511	CONC CURB AND GUTTER (6")	16.0	LF	\$ 9.25	\$ 148.00
0529	***	CONCRETE RIBBON CURB	106.0	LF	\$ 8.00	\$ 848.00
0531	0507	CONCRETE SIDEWALK (4")	40.0	LF	\$ 30.00	\$ 1,200.00
0531	0509	CONCRETE SIDEWALK (WHEELCHAIR RAMP)	1.0	EA	\$ 1,500.00	\$ 1,500.00
0644	0614	SMRD SGN ASSN TY 10 BWG (1) SA (P)	9.0	EA	\$ 375.00	\$ 3,375.00
0666	0501	REFL PAV MRK TY I (W) (4 in) (SLD)	2533.0	LF	\$ 0.30	\$ 759.90
0666	0506	REFL PAV MRK TY I (W) (8 in) (SLD)	116.0	LF	\$ 0.65	\$ 75.40
0666	0512	REFL PAV MRK TY I (W) (24 in) (SLD)	26.0	LF	\$ 4.00	\$ 104.00
0666	0513	REFL PAV MRK TY I (W) (ARROW)	4.0	EA	\$ 100.00	\$ 400.00
0666	0517	REFL PAV MRK TY I (W) (WORD)	2.0	EA	\$ 120.00	\$ 240.00
0666	0524	REFL PAV MRK TY I (Y) (4 in) (SLD)	332.0	LF	\$ 0.30	\$ 99.60
0666	0525	REFL PAV MRK TY I (Y) (4 in) (BRK)	2226.0	LF	\$ 0.30	\$ 667.80
0666	0535	REFL PAV MRK TY II (W) (4 in) (SLD)	2533.0	LF	\$ 0.15	\$ 379.95
0666	0539	REFL PAV MRK TY II (W) (8 in) (SLD)	116.0	LF	\$ 0.38	\$ 44.08
0666	0544	REFL PAV MRK TY II (W) (24 in) (SLD)	26.0	LF	\$ 2.70	\$ 70.20
0666	0545	REFL PAV MRK TY II (W) (ARROW)	4.0	EA	\$ 35.00	\$ 140.00
0666	0549	REFL PAV MRK TY II (W) (WORD)	2.0	EA	\$ 58.50	\$ 117.00
0666	0556	REFL PAV MRK TY II (Y) (4 in) (SLD)	332.0	LF	\$ 0.15	\$ 49.80
0666	0557	REFL PAV MRK TY II (Y) (4") (BRK)	2226.0	LF	\$ 0.15	\$ 333.90
0672	0507	RAIS PAV MRKR CL B (REFL) TY I - C	10.0	EA	\$ 3.20	\$ 32.00
0672	0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	32.0	EA	\$ 3.00	\$ 96.00
0672	***	RAIS PAV MRKR (BLUE)(FIRE HYDRANT)	4.0	EA	\$ 3.00	\$ 12.00
5005	0501	ROCK FILTER DAMS (TY 1) (FURN & INSTL)	50.0	LF	\$ 20.40	\$ 1,020.00
5005	0502	ROCK FILTER DAMS (TY 1) (REMOVE)	50.0	LF	\$ 7.00	\$ 350.00
5010	0501	CONSTRUCT EXIT (TY 1) (FURN & INSTL)	1.0	EA	\$ 37.93	\$ 37.93
5010	0502	CONSTRUCT EXIT (TY 1) (REMOVE)	1.0	EA	\$ 30.00	\$ 30.00
5445	2001	DEAD END ROADWAY BARRICADES	2.0	EA	\$ 70.00	\$ 140.00
5879	0534	SILT FENCE (FURN & INSTL)	1227.0	LF	\$ 2.00	\$ 2,454.00
5879	0535	SILT FENCE (REMOVE)	1227.0	LF	\$ 0.50	\$ 613.50
***	***	DIVERSION BERM	225.0	LF	\$ 2.50	\$ 562.50
					<b>TOTAL</b>	<b>\$ 536,060.43</b>

Note: Major item unit costs have not been skewed to account for small quantities, but estimated at rates appropriate to the overall project scope.

The costs shown in this estimate represent an estimate of probable costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding or negotiating methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from this estimate.

**EXHIBIT "D"**

**APPLICATION AND CERTIFICATION OF PAYMENT**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

Ronald Reagan Blvd. Ring Road

Application and Certificate No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Section 3(b)(3) of the Developer's Agreement between Williamson County and Rancho Sienna KC, LP concerning the construction of the Ronald Reagan Blvd. Ring Road Project, Williamson County hereby certifies and applies for payment of a portion of the Reimbursement Amount for the Project as follows:

**TOTAL REIMBURSEMENT AMOUNT:** \$ \_\_\_\_\_

*times*

**STATUS (%) OF COMPLETION OF CONSTRUCTION:** \_\_\_\_\_ %

*equals*

**TOTAL AMOUNT DUE FROM DEVELOPER:** \$ \_\_\_\_\_

*less*

**AMOUNTS PREVIOUSLY PAID:** \$ \_\_\_\_\_

*equals*

**TOTAL AMOUNT DUE ON THIS APPLICATION:** \$ \_\_\_\_\_

This application is certified to be complete and accurate this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ by:

\_\_\_\_\_  
Developer's Engineer

\_\_\_\_\_  
County's Engineer



**EXHIBIT "E"**

**WASTEWATER LINE EASEMENT**

## Wastewater Line Easement

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

**Grantor:** Williamson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "Grantor").

**Grantee:** Rancho Sienna KC, LLC, a Texas limited liability company, the mailing address of which is 6836 Bee Cave Road, Suite 400, Austin, Texas 78746 (hereinafter referred to as "Grantee").

**Grant:**

1. **Wastewater Line Easement.** Grantor, in exchange for the receipt of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed (the "Consideration"), hereby grants, sells, and conveys unto Grantee an exclusive and permanent easement and right-of-way (the "Wastewater Line Easement") in, upon, under, over and through a certain portion of that right-of-way located in Williamson County, Texas (the "Property"), as more particularly described by metes and bounds, and by sketch, on Exhibits "A-1" and "A-2", respectively, attached hereto and made a part hereof for all purposes, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold unto Grantee and Grantee's successors and assigns forever. The foregoing easement, right-of-way, rights, and privileges herein granted shall be used for the sole purpose of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the Project (as hereinafter defined), or any part of the Project, and making connections therewith. The Wastewater Line Easement shall be limited to twenty feet (20') in width, and its exact location within the Property shall be determined by Grantor, or assigns, and shall be approved by the Williamson County Engineer, or the equivalent person of any subsequent governing jurisdiction, prior to the construction of any improvements.

2. **Temporary Construction Easement.** Furthermore, Grantor, in exchange for the Consideration, hereby grants, sells, and conveys to Grantee a temporary construction easement ("Temporary Construction Easement") for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate upon the completion of the construction of the authorized improvements in the Wastewater Line Easement. The Temporary Construction Easement hereby granted shall be limited to fifty feet (50') in width. Grantee is hereby authorized to designate the course of said temporary easement herein conveyed, except that said temporary construction easement shall overlay, be inclusive of, and be parallel to the Wastewater Line Easement.

3. **Designation of Course.** Grantor and Grantee hereby acknowledge and agree that it is the parties' express intent that the Wastewater Line Easement be located within the Property (i.e. within the right-of-way), but outside the curbs of the paved roadway that is expected to be designed and built upon and within the Property, and shall not otherwise interfere with the function or operation of any drainage structures or facilities or other operation of the roadway improvements and associated appurtenances. In the event the actual location of the Property changes, the parties agree that the description and location of the Property and the Wastewater Line Easement shall, by amending or correcting instrument(s), be modified as necessary so as to maintain the relative location of the Wastewater Line Easement outside the curbs, but within the right-of-way for the roadway. Furthermore, in the event the County or other authority with jurisdiction hereafter widens or relocates the Property so as to require the relocation of the wastewater line(s) as installed, Grantor further grants to Grantee an additional easement over and across the Property, as modified, for the purpose of laterally relocating, at Grantor's sole cost and expense, said wastewater line(s) as may be necessary to (i) remain within the Property; and (ii) clear the road improvements, which easement hereby granted shall nevertheless be limited to a strip of land 20' in width, contiguous and parallel to the relocated Property.

4. **Project.** "Project" shall mean wastewater lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and related facilities (collectively, "Facilities"). In the event Grantor constructs a wastewater line or lines in the future after construction of an initial wastewater line in the Wastewater Line Easement, any such line or lines shall be constructed adjacent to and generally parallel with the first wastewater line laid by Grantee within the Wastewater Line Easement.

5. **Other Rights Granted to Grantee.** Grantee shall have such other rights and benefits reasonably necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (a) the reasonable right of ingress and egress over and across the Property; (b) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Facilities or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, replacement, changes of the size, relocation, substitution or removal thereof (subject to the obligation of Grantee to repair improvements as provided below); and (c) the right to abandon-in-place all Facilities, such that Grantee shall have no obligation or liability to Grantor or its successors or assigns to move or remove any such abandoned Facilities.

6. **Obligation of Grantee.** By acceptance of this grant and utilization of any rights granted hereby, Grantee hereby agrees that it will at all times, after performing any work pursuant to the rights hereby granted, restore the surface of the Property to substantially the same condition as existed prior to such work, taking into consideration the nature of the work being performed; and that Grantee shall exercise reasonable and due care while it enjoys the benefits of the rights granted herein so as not to proximately cause any damages to the Property or create any hazard thereto. The Consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the rightful utilization by the Grantee of the rights granted herein.

7. **Rights of Grantor.** Grantor shall have the right to abate any unauthorized use of the Wastewater Line Easement by Grantee by any lawful means. Grantor, its successors and assigns shall retain the right to use the surface of the Property, including the surface of the Wastewater Line Easement, including, but not limited to, for the purpose of construction of roadways, driveways, curbs, sidewalks, fences, light poles, and the like; provided, however, that (a) no buildings or permanent structures of any kind shall be placed, erected or maintained on or over the Wastewater Line Easement; and (b) such improvements shall not damage any Facilities located within, or materially interfere with Grantee's use and enjoyment of, the Wastewater Line Easement. Grantee hereby agrees to repair, at its sole cost and expense, any and all damages that it proximately causes to any of Grantor's authorized improvements within or upon the Wastewater Line Easement. Grantee shall not, however, be responsible for any damages it causes to unauthorized improvements within or upon the Wastewater Line Easement. Other than in emergency situations as reasonably determined by Grantee, prior to Grantee taking any action to remove all or any portion of an unauthorized improvement, Grantee shall give Grantor at least thirty (30) days advance written notice, which notice shall set forth in reasonable detail the nature and extent to which the Grantee believes the improvement(s) to be unauthorized.

9. **Non-exclusive.** Grantee's rights within the Wastewater Line Easement shall be non-exclusive.

**Habendum.** To HAVE AND HOLD the Wastewater Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Warranty.** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Wastewater Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

**Successors and Assigns.** The Wastewater Line Easement granted hereby and of the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and shall inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the properties across which the Wastewater Line Easement runs, their respective heirs, legal representatives, executors, administrators, affiliates, and assigns, and upon the Grantee, and its respective successors, legal representatives, affiliates, and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**Covenant of Grantor.** Grantor covenants that Grantor is the owner of the Property and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the properties.

**Notices.** All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local Austin time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail,

certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

<b>If to Grantor:</b>	<b>With a copy to:</b>
Williamson County Attn: County Judge 710 Main Street, Suite 210 Georgetown, Texas 78726	Charles Crossfield, Esq. Sheets & Crossfield, P.C. 309 East Main Street Round Rock, Texas 78644 Telecopier: (512) 255-8986
<b>If to Grantee:</b>	<b>With a copy to:</b>
Rancho Sienna KC, Ltd. Atten:: William T. Gunn, III and Bradley D. Whittington 6836 Bee Cave Road, Suite 400 Austin, Texas 78746 Telecopier: (512) 328-8828	KCRS Partners, LLC c/o Anderson Property Development 316 W. 31st Street Kansas City, Missouri 64108 Attention: Ryan Anderson Telecopier: (816) 561-4760
<b>and to:</b>	
Jesse L. Whittenton Attorney at Law 6836 Bee Cave Road, Suite 400 Austin, Texas 78746 Telecopier: (512) 328-8828	

Any party hereto may change its address by giving the other party written notice thereof at least five (5) days in advance of the effective date for such new address.

EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2008.

**GRANTOR:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Dan A. Gattis, Williamson County Judge

**GRANTEE:**

**RANCHO SIENNA KC, LP,**

By: Rancho Sienna KC Development Co., LLC, a Texas limited liability company,  
General Partner,

By: GHW Williamson, LLC, a Texas limited liability company, Its Authorized  
Manager,

By: \_\_\_\_\_  
William T. Gunn, III, Authorized Manager

By: KCRS Partners, LLC, a Missouri limited liability company, Its Authorized  
Manager

By: Northland Highlands Texas, L.L.C., a Missouri limited liability  
company, Its Member

By: \_\_\_\_\_  
Print Name and Title:

By: Bicknell Family Holding Company, LLC, a Delaware limited liability  
company, Its Member

By: \_\_\_\_\_  
Print Name and Title:

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2008, by Dan A. Gattis, as County Judge of Williamson County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

