

STATE OF TEXAS

COUNTY OF WILLIAMSON

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**DEVELOPMENT AGREEMENT
WITH THE CIMARRON HILLS 2009, L.P.
REGARDING SH 29 TURN LANE**

This is a DEVELOPMENT AGREEMENT by and between the County of Williamson, a Texas political subdivision, (the "County") and the Cimarron Hills 2009, L.P. ("Cimarron Hills") regarding the conveyance of easements and maintenance of rights-of-way.

WHEREAS, the Cimarron Hills is owner of that certain 800 acre tract of land abutting SH 29 (the "Property"); and

WHEREAS, the County, in conjunction with the Texas Department of Transportation ("TXDOT"), desires to construct a turn lane in the configuration and at the location shown on Exhibit "A", attached hereto (the "Project"), and

WHEREAS, both parties agree that the construction of the Project is beneficial to the health, safety and welfare of the citizens of the County and the residents of the Cimarron Hills Subdivision;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and the Cimarron Hills hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to provide for the construction of the Project in an expeditious manner, including the conveyance of necessary easements and maintenance of certain areas within the Project;

B. GENERAL TERMS AND CONDITIONS

1. The County shall construct the Project as quickly as is reasonably practicable.
2. After execution of this Agreement, Cimarron Hills shall execute an easement in the form and at the location as shown on Exhibit "A", attached hereto and incorporated herein, to the County and/or TXDOT.
3. Additionally, Cimarron agrees to be responsible for the maintenance of that certain area as depicted on Exhibit "B", attached hereto and incorporated herein. Maintenance shall include all actions necessary to keep the described area mowed, irrigated if necessary, and otherwise free and clear of any obstructions to

allow for a clear line of sight through the intersection shown on Exhibit "A". If requested by the County or TXDOT, Cimarron agrees to execute a license agreement in the form as shown in Exhibit "C", attached hereto and incorporated herein, and a Maintenance Plan and Schedule in the form as shown in Exhibit "D", attached hereto and incorporated herein. Cimarron shall commence maintenance after completion of the Project.

C. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The County and the Cimarron Hills agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. **Governing Law.** The County and the Cimarron Hills agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.
5. **Force Majeure.** The County and the Cimarron Hills agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
6. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

SIGNED as of this 12th day of January, 2011.

COUNTY OF WILLIAMSON

By: 

Judge Dan Gattis

CIMARRON HILLS 2009, L.P.,
an Arizona limited partnership

By: CIMARRON TX 2009, LLC,
an Arizona limited liability company,
its General Partner

By: CIMARRON 2009, LLC,
an Arizona limited liability company,
its Sole Member

By: DT LIFESTYLE, L.L.C.,
an Arizona limited liability company,
fka DTR1B, L.L.C.,
its Sole Member

By: DTR1, L.L.C.,
an Arizona limited liability company,
its Manager

By: DESERT TROON LIMITED, L.L.C.,
an Arizona limited liability company,
its Manager

By: DT INVESTMENTS, INC.,
an Arizona corporation,
its Manager

By: 

Gary S. Elbogen, Vice President

SLOPE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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§ **KNOW ALL MEN BY THESE PRESENTS:**

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THAT CIMARRON HILLS 2009, L.P., its successors and assigns ("Grantor"), for and in consideration of the sum of TEN and no/100th DOLLARS (\$10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, Donate and Convey, unto Grantee a permanent easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove materials for slope and lateral support of the adjacent SH 29 roadway facilities and related appurtenances to wit:

See Exhibit "A" attached hereto and incorporated herein for all purposes, being a strip of land containing approximately 0.359 acres of land, more or less, said area described in further detail by metes and bounds in Exhibit "A".

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

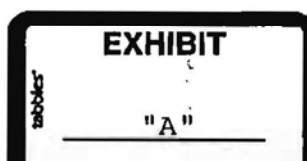
The Easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the Easement to determine the effect, if any, on the road system contemplated herein. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.



As consideration for Grantee's construction of a turn lane into Grantor's development, Grantor agrees to be solely responsible for the maintenance, including irrigation, of the easement described in Exhibit "A".

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 12th day of January, 2011.

GRANTOR:

CIMARRON HILLS 2009, L.P.,
an Arizona limited partnership

By: CIMARRON TX 2009, LLC,
an Arizona limited liability company,
its General Partner

By: CIMARRON 2009, LLC,
an Arizona limited liability company,
its Sole Member

By: DT LIFESTYLE, L.L.C.,
an Arizona limited liability company,
fka DTRIB, L.L.C.,
its Sole Member

By: DTR1, L.L.C.,
an Arizona limited liability company,
its Manager

By: DESERT TROON LIMITED, L.L.C.,
an Arizona limited liability company,
its Manager

By: DT INVESTMENTS, INC.,
an Arizona corporation,
its Manager

By: 
Gary S. Elbogen, Vice President

ACKNOWLEDGMENT

STATE OF Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on this the 12th day of January, 2011, by Gary S. Elbogen, the Vice President of DT Investments, Inc., Manager of Desert Troon Limited, Manager of DTR1, L.L.C, Manager of DT Lifestyle, L.L.C., Sole Member of Cimarron 2009, LLC, Sole Member of Cimarron TX 2009, LLC, General Partner to Cimarron Hills 2009, L.P., in the capacity and for the purposes and consideration therein expressed.

Deanne C Hagey
Notary Public, State of AZ

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



DEANNE C. HAGEY
Notary Public - Arizona
Maricopa County
Expires 01/31/2013

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.359 ACRE (15,644 SQUARE FOOT), TRACT OF LAND SITUATED IN THE A.H. PORTER SURVEY, ABSTRACT NO. 490, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 2.76 ACRE TRACT, LOT 4, BLOCK B, CIMARRON HILLS, P.U.D. PHASE ONE SECTION FOUR, AMENDED, A SUBDIVISION OF RECORD, DESCRIBED IN CABINET V, SLIDES 316-319 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO PIVOTAL CIMARRON HILLS, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 200409950 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.359 ACRE (15,644 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped 1/2" iron rod found, being in the existing easterly right-of-way line of Jack Nicklaus Boulevard, same being in the westerly boundary line of said Lot 4, being a beginning of a curve to the left;

THENCE, with the common right-of-way line of Jack Nicklaus Boulevard and the westerly boundary line of said Lot 4, along said curve, having a radius of 25.00 feet, a central angle of 17°20'46", a chord which bears S 01°05'42" E, a distance of 7.54 feet, with an arc length of 7.57 feet to a calculated point, being the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the said existing easterly right-of-way line, through the interior of said Lot 4, the following eight (8) courses;

- 1) S 82°27'36" E for a distance of 312.72 feet to calculated point;
- 2) N 07°32'24" E for a distance of 5.00 feet to calculated point;
- 3) S 82°27'36" E for a distance of 200.00 feet to calculated point;
- 4) S 07°31'54" W for a distance of 10.00 feet to calculated point;
- 5) S 82°27'36" E for a distance of 100.00 feet to calculated point;
- 6) S 07°31'54" W for a distance of 5.00 feet to calculated point;
- 7) S 82°27'36" E for a distance of 300.00 feet to calculated point; same being the northeast corner of the herein described tract
- 8) S 07°31'54" W passing at 7.89 feet a calculated point, being in the monumented southerly boundary line of said Lot 4, and from which a capped 1/2" iron rod found bears S 82°26'21" E for a distance of 430.68 feet, being the monumented southeast corner of said Lot 4, same being the southwest corner of Lot 2, Block B, Cimarron Hills, P.U.D. Phase One Section Four, a subdivision of record, described in Cabinet U, Slides 39-46 of the Plat Records of Williamson County, Texas, continuing for a total distance of 10.00 feet to calculated point, being in the existing northerly right-of-way line of S.H. 29 (100' right-of-way width);
- 9) **THENCE**, with the existing northerly right-of-way line of S.H. 29, N 82°28'06" W for a distance of 888.86 feet to a calculated point;
- 10) **THENCE**, departing the northerly right-of-way line of said S.H. 29, N 07°34'54" E for a distance of 2.57 feet to a capped 1/2" iron rod found, being in the existing easterly right-of-way line of said Jack Nicklaus Boulevard, same being the monumented most southerly southwest corner of said Lot 4 for the beginning of a curve to the right, same being the most southerly southwest corner of the herein described tract;

11) THENCE, with the common easterly right-of-way line of Jack Nicklaus Boulevard and the westerly boundary line of said Lot 4, having a radius of 25.00 feet, a central angle of 72°39'58", a chord which bears N 46°06'04" W, a distance of 29.62 feet, with an arc length of 31.71 feet to the POINT OF BEGINNING, containing 0.359 acres (15,644 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

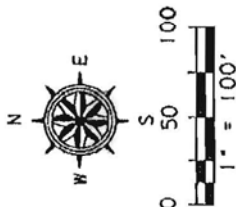
28 MAY 2010

Date

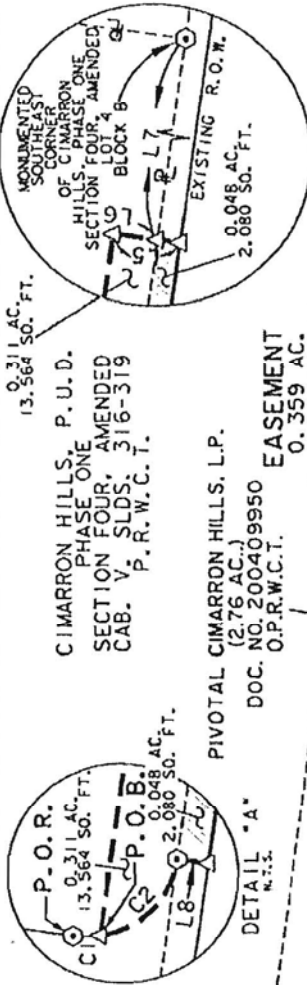
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200



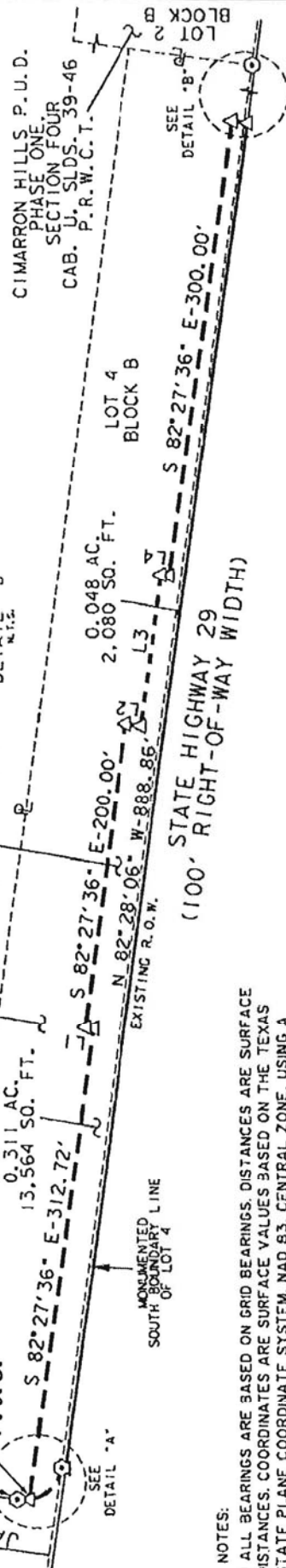
EXHIBIT PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	ANGLE	CHORD	DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	17°20'46"	S	01°05'42"	E	25.00'	7.57'	7.54'
C2	72°39'58"	S	46°06'04"	E	25.00'	31.71'	29.62'



LEGEND	
●	1/2" IRON ROD FND
△	CALCULATED POINT
○	IRON ROD FOUND CAPPED
⊗	IRON ROD SET W/ TXDOT ALUMINUMCAP TO BE REPLACED BY TYPE II MONUMENT SET
⊔	PROPERTY LINE
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS	
O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS	



NUMBER	DIRECTION	DISTANCE
L1	N 07°32'24" E	5.00'
L2	S 07°31'54" W	10.00'
L3	S 82°27'36" E	100.00'
L4	S 07°31'54" W	5.00'
L5	S 07°31'54" W	10.00'
L6	S 07°31'54" W	7.89'
L7	S 82°26'21" E	430.68'
L8	N 07°34'54" E	2.57'

NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE, USING A COMBINED SURFACE ADJUSTMENT OF 100014
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.
- 3) THE RIGHT OF WAY FOR STATE HIGHWAY 29 DEPICTED HEREON WAS PREPARED BY SAM INC. AND PROVIDED BY CP&Y.



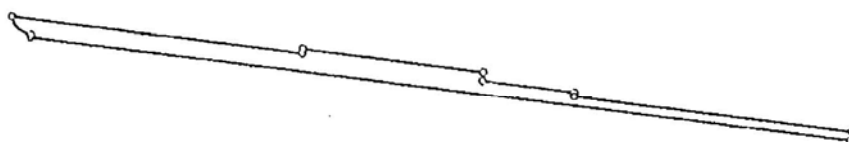
M. Stephen Truesdale 28 MAY 2010
 M. STEPHEN TRUESDALE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LP
 1504 CHISHOLM TRAIL RD. SUITE 103
 ROUND ROCK, TX 78681

EASEMENT
 0.359 ACRES
 15,644 SQUARE FEET

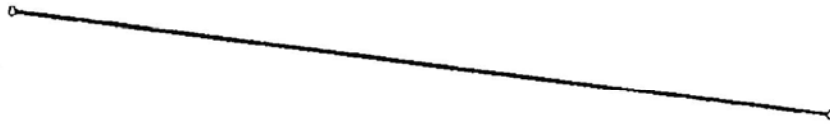
INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX 78681
 PH. (512) 238-1200, FAX (512) 238-1251



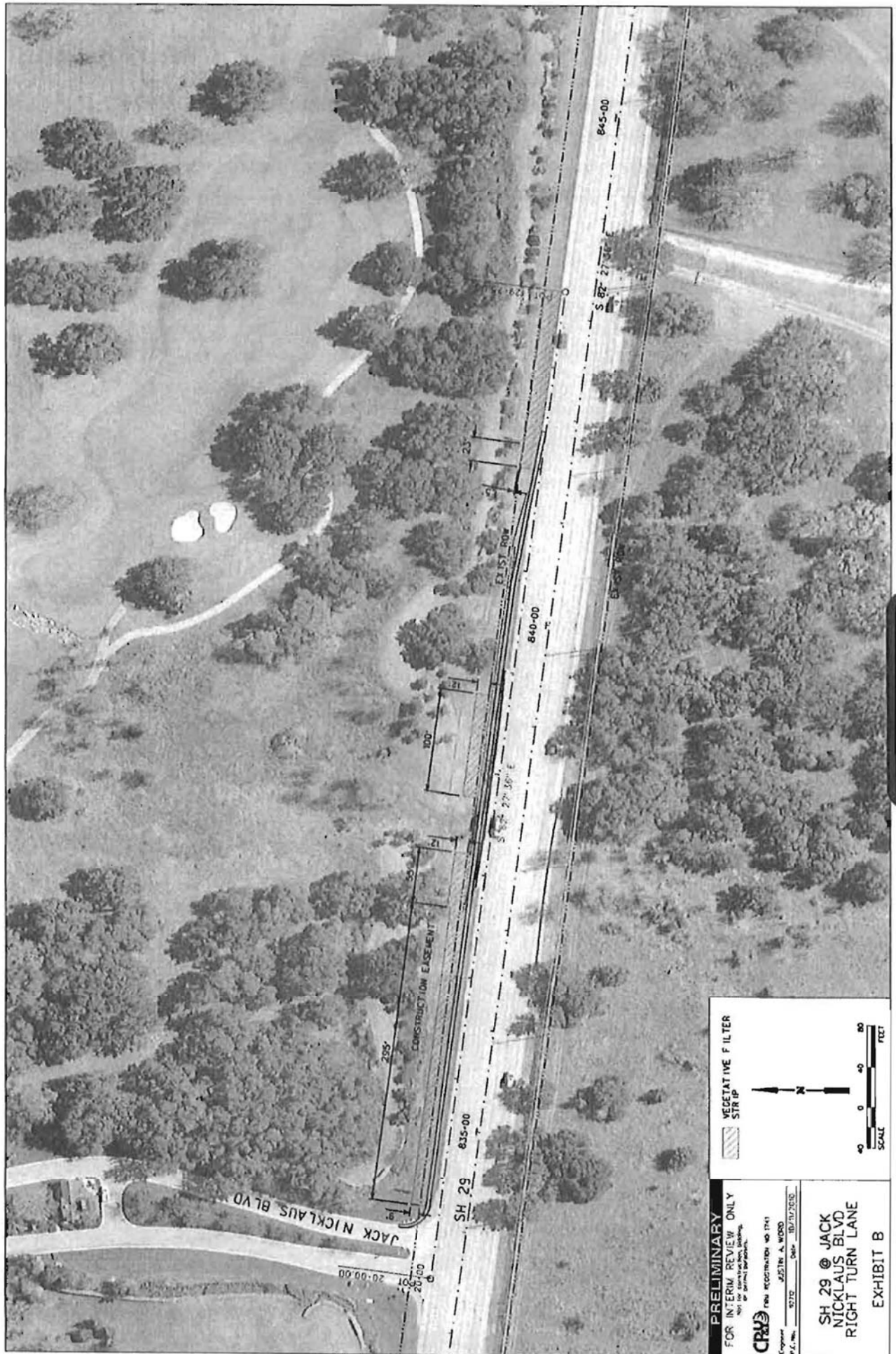
Title:		Date: 05-27-2010
Scale: 1 inch = 200 feet	File: SLOPE-ESMT-DESC.des	
Tract 1: 0.359 Acres: 15644 Sq Feet: Closure = s78.4751w 0.01 Feet: Precision = 1/200515: Perimeter = 1866 Feet		
001=s82.2736e 312.72	005=s82.2736e 100.00	009=n82.2806w 888.86
002=n07.3224e 5.00	006=s07.3154w 5.00	010=n07.3454e 2.57
003=s82.2736e 200.00	007=s82.2736e 300.00	011: R=25, Arc=31.71, Delta=71.3958
004=s07.3154w 10.00	008=s07.3154w 10.00	Bng=n46.0604w, Cld=29.62



Title:		Date: 05-26-2010
Scale: 1 inch = 200 feet	File: SLOPE-ESMT-SKETCH.des	
Tract 1: 0.359 Acres: 15644 Sq Feet: Closure = s78.4751w 0.01 Feet: Precision = 1/200515: Perimeter = 1866 Feet		
001=S82.2736E 312.72	005=S82.2736E 100.00	009=N82.2806W 888.86
002=N07.3224E 5.00	006=S07.3154W 5.00	010=N07.3454E 2.57
003=S82.2736E 200.00	007=S82.2736E 300.00	011: Rt. R=25.00, Arc=31.71, Delta=72.3958
004=S07.3154W 10.00	008=S07.3154W 10.00	Beg=N46.0604W, Chd=29.62



Title:		Date: 05-27-2010
Scale: 1 inch = 200 feet	File: LOT4-SKETCH.des	
Tract 1: 0.048 Acres: 2080 Sq Feet: Closure = s23.1938w 0.01 Feet: Precision = 1/228042: Perimeter = 1782 Feet		
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002=S82.2621E 888.86	004=N82.2806W 888.86	



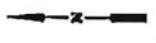
PRELIMINARY
FOR INTERIM REVIEW ONLY
Not for construction purposes.
or similar purposes.

CRD FIRM REGISTRATION NO. 1741
Engineer JUSTIN A. WOOD
P.E. No. 9772 Date 10/17/2010

SH 29 @ JACK
NICKLAUS BLVD
RIGHT TURN LANE

EXHIBIT B

VEGETATIVE FILTER
STRIP



EXHIBIT

LICENSE AGREEMENT

THE COUNTY OF WILLIAMSON, a political subdivision of the State of Texas ("Licensor") and CIMARRON HILLS 2009, L.P. ("Licensee"), enter into this License Agreement ("Agreement") on this the ____ day of _____, 2010, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The Licensor grants to Licensee, its successors and assigns, permission to use the licensed property for the following purposes only:

To allow the installation, maintenance, repair and replacement of landscaping and irrigation, into, onto, over and below all of the real property dedicated to the County and or TxDOT within the property described in Exhibit "A", attached hereto and incorporated herein (said property hereinafter referred to as the "Property").

Licensee agrees that all maintenance permitted by this Agreement shall be done in compliance with all applicable County, City, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The Licensor, its governing body, and its respective successors and assigns, agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. LICENSOR'S RIGHTS TO LICENSED PROPERTY

Notwithstanding anything contained in this Agreement to the contrary, the Licensor, its successors, assigns, grantees, and licensees, shall have the present and future right to construct, install, establish, maintain, use, operate, and renew any public utilities facilities or franchised public utilities on or below the surface of the Licensed Property described in Article I.

In case of an officially declared emergency, however, damage to or destruction of Licensee's property shall be at no charge, cost, claim or liability to the Licensor, its agents, contractors, officers or employees.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial liability insurance policy, written by a company reasonably acceptable to the Licensor and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically cover all perils arising from the activities of Licensee, its officers, elected officials, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for all deductibles stated in the policy. A true copy of each instrument affecting such coverage shall be delivered to the Licensor on or before the date Licensee begins construction of any additional improvements to be constructed by Licensee or alteration to Licensee's existing improvements as contemplated in this Agreement.

So long as Licensee is using the Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall

EXHIBIT

"C"

not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the Licensor has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

Licensee shall indemnify and hold harmless the Licensor and its elected officials, officers, agents and employees against all claims, suits, demands, judgments and expenses, including attorney's fees, or other liability for personal injury, death or damage to any person or property which is proximately caused by Licensee's action or inactions in its utilization of the Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the Licensor shall have been, or is entitled to be compensated by insurance provided under Article IV above, or (ii) which are proximately caused by the negligent or willful acts of the Licensor, its agents, employees or contractors; provided, however, that for the purposes of the foregoing, the Licensor's act of entering into this Agreement shall not be deemed to be a negligent or willful act.

VI. CONDITIONS

- A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of facilities on the Property. Further, Licensee shall reimburse the Licensor for all costs of replacing or repairing any property of the Licensor or of others which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.
- B. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.
- C. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the Licensor shall give Licensee written notice thereof by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of. If Licensor gives notice of a default which cannot be cured solely by the payment of money and is (1) of such a nature that it cannot be cured within such thirty (30) day period, or (2) if the curing thereof cannot be completed within said thirty (30) day period due to causes beyond the control of Licensee, then such default shall not be deemed to continue so long as Licensee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. If Licensee timely cures a default in any manner described above, the Licensee's rights hereunder shall continue unaffected by such default. If Licensee does not satisfactorily remedy the same within the 30-day period, the Licensor may perform the work or contract for the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the Licensor, all costs and expenses incurred by the Licensor in completing the work.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the Property shall be used for the purposes set forth herein. If Licensee

abandons the use of all or any part of the Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the Licensor shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the Licensor as of the time abandoned.

VIII. TERMINATION

- A. Termination By Licensor. This Agreement may be revoked at any time by resolution of the Commissioner's Court of the Licensor if such revocation is determined by the Commissioner's Court of Licensor to be reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee. Licensor and Licensee acknowledge and agree to consider other available measures to address any problems prior to revocation of this License.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the Licensor and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the Licensor's use of the Property and such interference is not capable of being resolved by other reasonable means at the expense of the Licensee;
2. the licensed improvements, or a portion of them, constitute a danger to the public which the Licensor deems not to be remediable by alteration or maintenance of such improvements;
3. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
4. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the Property, and the Licensor receives no substantive response within thirty (30) days following written notification to Licensee, then the Licensor may remove and/or replace all licensed improvements.

IX. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XII. ASSIGNMENT

Licensee may assign, sublet or transfer its interest in this Agreement without the written consent of the Licensors, subject to the assignee's compliance with the insurance and requirements set forth herein. Licensee shall furnish to the Licensors a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person. Assignee shall comply fully with all terms and conditions of this License.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the date of delivery if personally delivered, three (3) business days after deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or the next business day following the delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

and to Licensors at:

County Judge
County Courthouse
710 Main Street
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 2011.

COUNTY OF WILLIAMSON

By: 

Judge Dan Gattis

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2011, by Dan Gattis, Williamson County Judge, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of _____

CIMARRON HILLS 2009, L.P.,
an Arizona limited partnership

By: CIMARRON TX 2009, LLC,
an Arizona limited liability company,
its General Partner

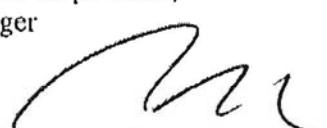
By: CIMARRON 2009, LLC,
an Arizona limited liability company,
its Sole Member

By: DT LIFESTYLE, L.L.C.,
an Arizona limited liability company,
fka DTR1B, L.L.C.,
its Sole Member

By: DTR1, L.L.C.,
an Arizona limited liability company,
its Manager

By: DESERT TROON LIMITED, L.L.C.,
an Arizona limited liability company,
its Manager

By: DT INVESTMENTS, INC.,
an Arizona corporation,
its Manager

By: 
Gary S. Elbogen, Vice President

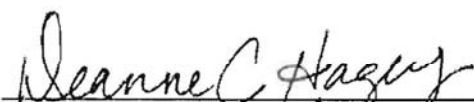
ACKNOWLEDGMENT

STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on this the 12th day of January, 2011,
by Gary S. Elbogen, the Vice President of DT Investments, Inc., Manager of Desert Troon Limited, Manager
of DTR1, L.L.C, Manager of DT Lifestyle, L.L.C., Sole Member of Cimarron 2009, LLC, Sole Member of
Cimarron TX 2009, LLC, General Partner to Cimarron Hills 2009, L.P., in the capacity and for the purposes
and consideration therein expressed.



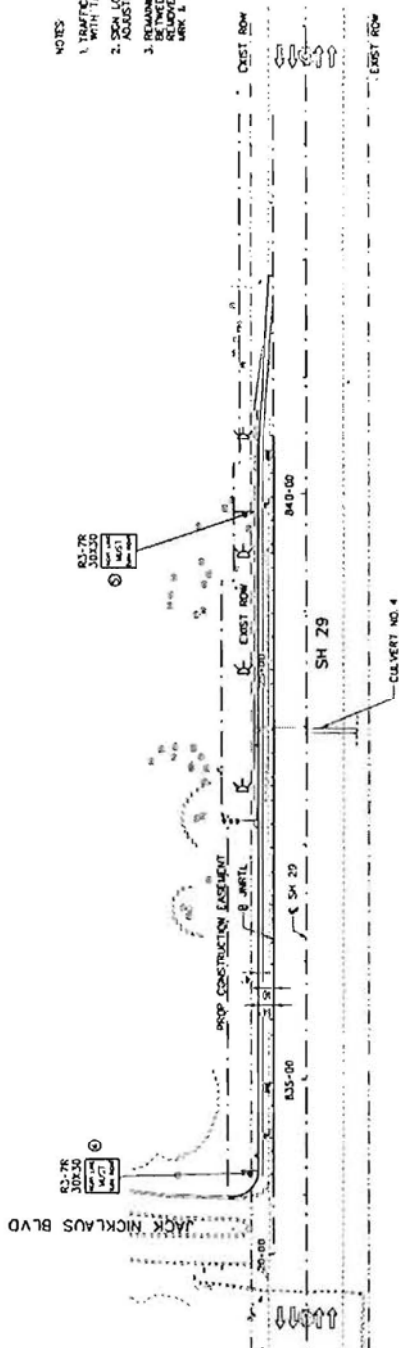
DEANNE C. HAGEY
Notary Public - Arizona
Maricopa County
Expires 01/31/2013


Notary Public, State of AZ



SACM

1. TRAFFIC SIGNS TO BE RELOCATED IN ACCORDANCE WITH 1700 STANDARD SMOGGIN-08.
2. SIGN LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER.
3. REMAINING ETC. STOPPING AFTER SAWCUTTING BE BETWEEN STA. 26+86.25 TO 28+36.25 TO BE REMOVED UNDER ITEM 6.77 2001ELM EXT PAV MARK & MARKS (47').



PRELIMINARY
FOR INTERIM REVIEW ONLY

Not for construction bidding or permit purposes.

END

FILE NEW REGISTRATION NO: 041

JUSTIN A. WOOD

C. No. 05772 Date 10/11/2010

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Tennis Department of Transportation

571 29 AT JACK MIDDLEBURY TEL VO

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EXHIBIT A

on 1/1/2010	Month	Year

5	TEXAS	RECORD FOR 1973
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2	Control	2
3	Control	3

111-111 [CONFIDENTIAL] 71

EXHIBIT D

Maintenance Plan and Schedule for Permanent Erosion Controls

Vegetative Filter Strips

PROJECT NAME SH 29 Turn Lanes at Park Place Dr. and Jack Nicklaus Blvd.

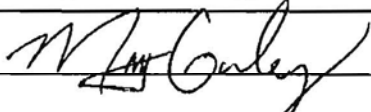
LOCATION Along the north side of SH 29, from Jack Nicklaus Blvd. to approx 900-ft to the east; within both the TxDOT right-of-way and the designated slope easement.

CITY, STATE ZIP Georgetown, Texas

VEGETATIVE FILTER STRIPS:

Seasonal Mowing And Lawn Care:	The filter strips shall be mowed as needed to limit vegetation to a height of 6", using a mulching mower (or removal of clippings). Weed control practices shall also be implemented as needed; however, herbicide use should be kept to a minimum. Filter strip shall be kept free of debris and litter.
Semi-Annual Inspection:	Inspect filter strips at least twice annually and after heavy runoff for erosion or damage to vegetation. Bare spots and areas of erosion identified during inspections must be filled, compacted and reseeded such that a uniform grass cover is reestablished.

An amended copy of this document will be provided to the TCEQ within thirty (30) days of any changes in the following information.

Responsible Party for Maintenance	<u>CH 2009</u>
Contact Person	<u>Matt Guley - Development Manager.</u>
Address	<u>103 Cinnamon Hills Trail West</u>
City, State Zip	<u>Georgetown, Texas 78628</u>
Telephone Number	<u>512.763.1800</u>
Signature of Responsible Party	<u></u>