

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
SOMERSET HILLS ROAD DISTRICT NOS. 3 AND 4**

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is by and between the undersigned SOMERSET HILLS, LTD. ("Somerset") and WILLIAMSON COUNTY (the "County") on this the _____ date of _____, 2012.

PRELIMINARY STATEMENT:

WHEREAS, Somerset and the County are parties to that certain Development Agreement, dated January 22nd, 2008, as amended by that certain First Amendment to Development Agreement Somerset Hills Roadway Districts No. 3 and 4, dated November 17th, 2009, wherein the parties agree to cooperate in the construction of Reagan Boulevard from FM 2338 to SH 195 (the "Road"), the dedication of right-of-way, and the creation of the Somerset Hills Road Districts No. 3 and 4 (the "Original Agreement"); and

WHEREAS, the parties seek to amend and restate the Original Agreement in its entirety on the terms, conditions, covenants, and agreements and other provisions hereinafter provided.

RECITALS:

WHEREAS, Somerset is the owner and developer of the real property attached as Exhibit "A", planned to be developed as a master-planned community or other development and included within the Districts as defined herein (the "Property"); and

WHEREAS, pursuant to this Agreement, the Commissioners Court of Williamson County has created the Somerset Hills Road Districts No. 3 and 4 (the "Districts"); and

WHEREAS, as consideration for the creation of the Districts, the parties have agreed that the County will construct the initial two (2) lanes of the extension of Reagan Boulevard from FM 2338 to SH 195 (the "Road") and Somerset will construct the Road Expansion (as defined below) and other Road Improvements (as defined below), in accordance with the terms of this Agreement; and

WHEREAS, Somerset has partially funded the design of, and the County has partially funded the design of, and fully funded and commenced construction of, the initial two (2) lanes of the Road, with anticipated completion by December of 2012; and

WHEREAS, to date, Somerset has expended approximately \$1,407,685 on soft costs related to the design of the Road Improvements and conveyed to the County, at no cost, 89.5 acres of right-of-way for the Road, valued at \$2,259,600, for a total investment of \$3,667,285 ("Somerset Sunk Costs"); and

WHEREAS, the County estimates it will expend approximately \$12,000,000 on hard and soft costs related the design and construction of the Road Improvements (i.e., the initial two (2) lanes of the Road) and \$3,000,000 on Acquisition Costs, as defined herein, for at total investment of

\$15,000,000 ("County Estimated Costs"); and

WHEREAS, the Somerset Hills Road District #3 has been authorized to issue bonds in the maximum principal amount of \$35,000,000 and the Somerset Hills Road District #4 has been authorized to issue bonds in the maximum principal amount of \$70,000,000, and, to date, no bonds have been issued.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, and in consideration of the creation of the Districts by the County, the parties do hereby agree as follows:

1. Dedication of Land/Acquisition of Right-of-Way. Somerset has conveyed in fee simple to the County the necessary right-of-way for the Road and will convey or cause to be conveyed in fee simple to the County the necessary right-of-way for arterials through the Property as shown on Exhibit "B".

1.1. Reagan Boulevard Dedication. Somerset has conveyed to the County right-of-way for the Road, with a width of between 200 feet and 220 feet, across the Property as shown on Exhibit "B".

1.2. Road Design Standards. All roads that are subject to reimbursement under this Agreement shall, to the extent governed by the City of Georgetown's ordinances and regulations in effect at the time of submission for approval, be constructed in accordance with such ordinances and regulations.

1.3. Water Quality/Detention Ponds/Drainage Easements. Somerset has conveyed or will convey to the County, at no cost, all necessary easements for the construction and maintenance of water quality/detention ponds, or vegetative filter strips, and drainage easements which are necessary to serve the Road Improvements. All ponds shall, to the extent commercially feasible, be constructed as wet ponds for aesthetic reasons and maintained by Somerset or its assigns.

1.4. Acquisition of Right-of-way. The County shall be responsible for the acquisition of all right-of-way needed for portion of the extension of Reagan Boulevard that is located outside of the Property, from State Highway 195 to FM 2338 (Williams Drive). The County shall be entitled to be reimbursed for Acquisition Costs from District bond proceeds. "Acquisition Costs" include costs of appraisals, attorney fees and other costs related to the acquisition of said right-of-way.

2. Road Districts.

2.1. The Road Improvements. The road improvements shall consist of the following (collectively, the "Road Improvements"): (a) four (4) lanes for the Road as shown on Exhibit "B"; (b) all residential collector roads within the Property (the "Collector Roads") as shown on Exhibit "B"; (c) all related grading and paving improvements, as well as irrigation, landscaping, fencing, walls, and drainage facilities, including vegetative filter strips, and detention and water quality ponds; (d) the appraised value of all land conveyed by

Somerset for the right-of-way described in Subsections (a) and (b) above and related drainage easements; and (e) all engineering, legal, financing, or other expenses incident to the construction of the road and associated work. All related landscaping, fencing, walls and ponds shall be maintained by Somerset, or its assigns. The County shall not be responsible for the maintenance of these facilities, but will grant a license agreement to allow for the construction of these facilities within the right-of-way.

2.2. Purpose. The Property is wholly located within the boundaries of the Districts. The Districts shall be responsible for the levying of ad valorem taxes on the Property in accordance with Chapter 257 of the Texas Transportation Code, as amended, with the limitation that the purpose of the Districts is to issue bonds to reimburse Somerset and the County as described herein and as further provided in the Order of the County creating the Districts. Except to the extent mentioned herein, the County shall have no obligation to issue debt to finance the construction of the Road Improvements.

2.3. Time and Amount of Reimbursement. Subject to the terms of this Agreement, the Districts will reimburse Somerset and the County for costs incurred in connection with the Road Improvements, together with accrued interest as provided in Section 2.4(c) of this Agreement. The Districts agree to use their best efforts to sell bonds for the Road Improvements, but cannot guarantee the sale thereof and will not be obligated to offer the bonds for sale in contravention of any laws of the State of Texas. Within forty-five (45) days of the Districts' receipt of the proceeds of the bonds to finance the Road Improvements, the Districts shall reimburse Somerset and the County the amounts owed pursuant to this Agreement on a pro rata basis.

It is specifically understood and agreed by the parties that the issuance of bonds for such Road Improvements will most likely be accomplished through a series of bond sales over time. The Districts' financial advisor shall advise the Districts as to the amount of bonds that can be prudently sold from time to time. No bonds shall be issued, when taken together with any other County debt issued pursuant to Article III, Section 52, in an amount exceeding 25% of the total assessed value of real property in the Districts.

2.4. Conditions to Reimbursement. The Districts' obligation to issue the bonds and to reimburse Somerset and the County the amounts owed pursuant to this Agreement shall be subject to the following terms and conditions:

(a) No bonds will be issued until the Districts receive the recommendation of their financial advisor that the sale and amount of each particular bond issue is feasible and prudent based upon a number of considerations including the overlapping tax rate, tax collections history, percentage of collections, and assessed valuation to debt;

(b) After all County design and construction costs for the initial two (2) lanes of the Road and the Acquisition Costs are paid in full, the County shall prepare a final compilation of all said costs ("County Sunk Costs"). The aggregate of the Somerset Sunk Costs and the County Sunk Costs, along with accrued interest as described below, will be reimbursed to the parties on a pro rata basis. After all

County Sunk Costs, plus accrued interest, and Somerset Sunk Costs, plus accrued interest, have been fully reimbursed by the Districts, Somerset shall be entitled to all other subsequent bond proceeds until reimbursed in full in accordance with this Agreement;

(c) Interest will accrue from the date of expenditure on the principal amounts of the Somerset Sunk Costs, the County Sunk Costs, and all subsequent expenditures made by Somerset to complete the Road Improvements, at a fixed rate of four and one-quarter percent (4.25%) per annum, compounded annually;

(d) Somerset and the County agree to not request the issuance of indebtedness by the Districts until such time as the assessed value of the land in the Districts is such that the proposed debt amount (when aggregated with all other existing or authorized [but not retired] debt of the Districts) is twelve and one-half percent (12.5%) or less of such assessed value of land and improvements in the Districts;

(e) Somerset shall, at its expense, submit to the Districts a market study, in a form acceptable to the County, prepared by a recognized feasibility consultant illustrating the demand for and feasibility of the type of development contemplated and/or underway within the Districts;

(f) Construction of the Road Expansion (as defined below) by Somerset will be (i) carried out through the award of contracts in substantial conformity with the bid procedure applicable to the County, and (ii) performed in accordance with the road standards and rules of the County;

(g) Those Road Improvements for which reimbursement is sought from a particular District bond issuance will be open for public use or accepted by official action of the County prior to any reimbursement by the Districts;

(h) The construction contract for Somerset's expansion of the Road must be approved by the Commissioners Court of the County;

(i) Receipt of a bona fide bid or commitment to purchase the bonds;

(j) Approval of the bonds by the Attorney General of the State of Texas and registration of the bonds by the Comptroller of Public Accounts of the State of Texas;

(k) The Districts shall not be obligated to consider the issuance of bonds in an amount less than \$1,000,000.00;

(l) Somerset is current on all taxes, fees and obligations to the Districts and no additional District bonds will be issued if any outstanding bonds are in default or reserve funds have been drawn down and not replenished; and

(m) **ANY AND ALL DEBT ISSUED BY THE DISTRICTS SHALL**

**BE SOLELY A DEBT OF THE DISTRICTS AND SHALL NOT BE AN
OBLIGATION OF WILLIAMSON COUNTY.**

The bonds shall be offered on terms and conditions generally accepted in the bond market for similar types of obligations and at a net effective interest rate, taking into consideration any discount or premium, not to exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "25 Revenue Bond Index" during the one month preceding the bond sale. The Districts shall not be obligated to sell or issue any amount of bonds in excess of the amount then recommended by the Districts' financial advisor. Each bond issue will fund a reserve fund to the maximum extent permitted by federal and state tax law unless determined unnecessary by the financial advisor.

3. Design of Reagan Boulevard and Design Costs Sharing. Somerset agrees to pay all engineering, Phase 1, geotechnical, surveying, environmental, and all other design and customary soft costs incurred from the date of this Agreement forward for the expansion of the Road from two (2) lanes to four (4) lanes following completion of the initial two (2) lanes by the County (the "Road Expansion") and construction of those Road Improvements in accordance with this Agreement (the "Design Expenses"). Somerset shall be reimbursed by the Districts for all Design Expenses as part of the Road Improvements, as provided above.

4. Costs of Improvements.

4.1. County. The County shall promptly pay the costs of the initial two (2) lanes of the Road, as the same become due, including, without limitation, all costs of materials, labor, construction and inspection arising in connection therewith; all payments arising under any contracts entered into for the construction thereof; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, mitigation, rights-of-way, or sites required as a part of the construction thereof. Neither the Districts nor Somerset shall be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the initial two (2) lanes of the Road, but the Districts shall be obligated to reimburse the County in the manner and to the extent provided in Section 2 of this Agreement.

4.2. Somerset. Somerset shall promptly pay the costs of the Road Expansion and Collector Roads as the same become due, including, without limitation, all costs of materials, labor, construction and inspection arising in connection with said Road Improvements; all payments arising under any contracts entered into for the construction of said Road Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, mitigation, rights-of-way, or sites required as a part of the construction of said Road Improvements. Neither the Districts nor the County shall be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Road Expansion or Collector Roads, but the Districts shall be obligated to reimburse Somerset in the manner and to the extent provided in Section 2 of this Agreement. If requested by the County, Somerset agrees to post fiscal surety to ensure performance of the obligations recited herein.

5. Timing of Construction of Reagan Boulevard. The initial two (2) lanes of the Road, being Reagan Boulevard from SH 195 to FM 2338, are being constructed as described herein by the County, with an anticipated completion date of December 2012. Somerset must construct two (2) additional lanes of the Road when development in the surrounding area so requires, in Somerset's

sole discretion. All costs of the additional two (2) lanes of the Road will reimbursable by the Districts.

6. Indemnity. Somerset shall indemnify and hold the County and the Districts harmless from and against all losses, costs, damages, expenses and liabilities (herein collectively referred to as "Losses") of whatsoever nature, including, but not limited to, attorneys' fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against the County or the Districts or to which the County or the Districts may be party, (even if groundless, false or fraudulent), directly, or indirectly resulting from, arising out of or relating to the construction of the Road Improvements by Somerset. Conversely, the County shall indemnify and hold Somerset and the Districts harmless from and against all losses, costs, damages, expenses and liabilities (herein collectively referred to as "Losses") of whatsoever nature, including, but not limited to, attorneys' fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against Somerset or the Districts or to which Somerset or the Districts may be party, (even if groundless, false or fraudulent), directly, or indirectly resulting from, arising out of or relating to the construction of the Road Improvements by the County. In either event, if any actions are brought against the indemnitee(s) in which indemnification by the indemnitor is applicable, the indemnitee(s) shall promptly give written notice to the indemnitor, and the indemnitor shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. The indemnitee(s) shall have the right, at its expense, to employ separate counsel and to participate in the investigation and defense of any such action. The indemnitor shall not be liable for the settlement of any such action made by the indemnitee(s) without the consent of the indemnitor; provided, however, that in the event of any settlement entered into with the consent of the indemnitor of any final judgment for a plaintiff in any such action, the indemnitor shall indemnify and hold the indemnitee(s) harmless from and against any losses incurred by reason of such settlement or judgment. The expiration of the terms of this Agreement shall not relieve the indemnitor from any liability initiated hereunder arising prior to the expiration of this Agreement. Provided, however, this indemnification shall expire and terminate two (2) years after the later to occur of (i) the Road Improvements have been accepted for ownership, operation and maintenance by the applicable governmental authority, or (ii) Somerset and the County have received final reimbursement from the Districts pursuant to the terms of this Agreement.

7. Continuing Securities Disclosure. Somerset agrees to provide periodic information and notices of material events regarding Somerset's development of the Property within the Districts in accordance with the Securities and Exchange Commission Rule 15c2-12.

8. Notice of Districts. Somerset covenants to provide notice to anyone that purchases land within the Property of its existence and ability to issue bonds (similar to the notice given regarding the existence of municipal utility districts).

9. Violation of this Agreement. In the event that Somerset or its respective successors or assigns fail to abide by the terms of this Agreement, a copy of this Agreement and evidence of violation of this Agreement shall be sufficient evidence and confession of judgment at an injunction hearing. Additionally, if Somerset or its respective successors or assigns fail to substantially abide by the terms of this Agreement, the County reserves the option to terminate this Agreement, after

providing to Somerset or its respective successors or assigns sixty (60) days prior written notice of the above-described failure and an opportunity to cure such failure within such 60 day period, provided that if the default cannot reasonably be cured within such 60 day period no termination of this Agreement will be permitted so long as Somerset begins curative actions within such 60 day period and thereafter reasonably pursues such cure until completion.

10. Notice. Except as otherwise provided to the contrary herein, any notice, request, demand, statement or consent given or made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested and shall be deemed given when postmarked and addressed as follows:

If to the County: Williamson County
Attn: County Judge
710 S. Main Street, Suite 110
Georgetown, Texas 78626

With copy to: Jana Duty
Williamson County Attorney
County Attorney's Office
405 M.L.K., Suite 240
Georgetown, Texas 78626
Phone: 512.943.1111

If to Somerset: Somerset Hills, Ltd.
c/o Terry Wright
NTC Global Holding Group
2500 N. Buffalo Drive, Suite 150
Las Vegas, NV 89128
Phone: 702.251.5265
Fax: 702.938.1828

With copy to: Samuel D. Byars
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701
Phone: 512.435.2303
Fax: 512.435.2360

Any party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective. The foregoing notwithstanding, any notice hereunder shall be effective when actually received by the party to whom such notice is being sent.

11. Miscellaneous.

11.1. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED

UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THE CONTRACT ARE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS.

11.2. Assignment; Parties Bound. This Agreement may be assigned by Somerset with the sale of the Property, or any portion(s) thereof, only with the prior written approval of the County, which approval will not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns.

11.3. Authority. The County represents and warrants to Somerset that the County is duly authorized and empowered to enter into this Agreement. Somerset represents and warrants to the County that it has the requisite authority to enter into this Agreement. Each signatory to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the party for whom such person is signing.

11.4. Force Majeure. Somerset and the County agree that the obligations of each party shall be subject to events of force majeure such as natural calamity, strike, and Acts of God.

11.5. No Partnership. Somerset and the County are not partners or joint venturers. In no event will any of the parties hereto be liable or responsible for any contractual, tortuous, or other liability, obligation, or debt of any other party, whether a party to this Agreement or otherwise.

11.6. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

11.7. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

11.8. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

12. This Agreement hereby amends, restates and supersedes the Original Agreement in its entirety, and the Original Agreement and the terms, covenants and conditions thereof are merged herein.

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IN WITNESS WHEREOF, SOMERSET AND THE COUNTY have executed duplicate counterparts to effectuate this Agreement.

SOMERSET HILLS, LTD., a Texas limited partnership

By: SOMERSET HILLS MANAGEMENT II, LLC, a Texas limited liability company, its General Partner

By: _____

Printed Name: _____

Title: _____

WILLIAMSON COUNTY, TEXAS

By:  _____

Name: DAN R. GATTIS

Title: County Judge

EXHIBIT "A"

PROPERTY DESCRIPTION

TRACT I:

1,013.527 acres of land, more or less, out of the FREDERICK FOY SURVEY, Abstract No. 229, and the L. P. DYCHES SURVEY, Abstract No. 171, Williamson County, Texas, and being more fully described as "Purchase Tract – Lot 1" in Special Warranty Deed dated December 22, 2004 from Del Webb Texas Limited Partnership to Somerset Hills, Ltd. recorded under Document No. 2004098880, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT the following:

- a) 7.2414 acres of land, more or less, as described in Deed dated August 4, 2009 to City of Georgetown, recorded under Document No. 2009060884, Official Public Records, Williamson County, Texas;
- b) 51.41 acres of land, more or less, as described in Deed dated January 21, 2010 to Williamson County, Texas, recorded under Document No. 2010006962, Official Public Records, Williamson County, Texas;
- c) .910 of an acre of land, more or less, as described in Deed dated May 18, 2010 to State of Texas recorded under Document No. 2010033821, Official Public Records, Williamson County, Texas;
- d) 51.508 acres of land, more or less, as described in Deed dated October 5, 2010 to Williamson County, Texas, recorded under Document No. 2010068630, Official Public Records, Williamson County, Texas;
- e) All of the PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN NEIGHBORHOOD TEN-E, a subdivision in Williamson County, Texas, according to the map or plat or plat thereof recorded in Cabinet Q, Slides 258-260, Plat Records, Williamson County, Texas; and
- f) All Tracts encumbering portions of the above 1,013.57 acres as described in Deeds of Trust executed by Somerset Hills, Ltd. to First Bank recorded under Document No. 2006110195, Document 2007052748, and Document No. 2007097554, Official Public Records, Williamson County, Texas.

TRACT II:

317.51 acres of land, more or less, out of the L.P. DYCHES SURVEY, Abstract No. 171, of Williamson County, Texas and being more fully described in General Warranty Deed dated May 16, 2008 from Circle B-Y Partners, Ltd. and Myra Ann Young aka Myra A. Young and aka Myra Young Bell Langenegger to Somerset Hills, Ltd. re-recorded under Document No. 2008039683, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT the following:

- a) 226.94 acres of land, more or less, described in Substitute Trustee's Deed dated June 2, 2009 to Circle B-Y Partners, Ltd. and Myra Ann Young recorded under Document No. 2009038694, Official Public Records, Williamson County, Texas; LESS 4.706 acres of land, more or less, described in Partial Release of Lien dated May 16, 2008 recorded under Document No. 2008067359, Official Public Records, Williamson County, Texas;
- b) 15.55 acres of land, more or less, described in Donation Special Warranty Deed dated January 21, 2010 from Somerset Hills, Ltd. to Williamson County, Texas, recorded, under Document No. 2010006962, Official Public Records, Williamson County, Texas;

c) 2.117 acres of land, more or less, described in Donation Special Warranty Deed from Somerset Hills, Ltd. to State of Texas recorded under Document No. 2010033821, Official Public Records, Williamson County, Texas.

TRACT III:

All of PLANNED UNIT DEVELOPMENT OF SUN CITY GEORGETOWN NEIGHBORHOOD TEN-E, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Q, Slides 258-260, Plat Records, Williamson County, Texas

TRACT IV:

310 acres of land, more or less, 44.64 acres of land, more or less, 37.400 acres of land, more or less, 7.2414 acres of land, more or less, 30.368 acres of land, more or less, 24.064 acres of land, more or less, 0.6513 acre of land, more or less, 1.6469 acres of land, more or less, 5.0252 acres of land, more or less, 0.5710 acre of land, more or less, and 49.225 acres of land, more or less, out of the FREDERICK FOY SURVEY, Abstract No. 229, and 19.962 acres of land, more or less, and 3.00 acres of land, more or less, out of the LEWIS P. DYCHES SURVEY, Abstract No. 171, Williamson County, Texas, and said properties being more fully described in Deeds of Trust executed by Somerset Hills, Ltd. to First Bank recorded under Document No. 2006110195, Document No. 2007052748 and Document No. 2007097554, Official Public Records, Williamson county, Texas, SAVE AND EXCEPT the following:

- a) 7.2414 acres of land, more or less, as described in Deed dated August 4, 2009 to City of Georgetown, recorded under Document No. 2009060884, Official Public Records, Williamson County, Texas;
- b) 51.41 acres of land, more or less, as described in Deed dated January 21, 2010 to Williamson County, Texas, recorded under Document No. 2010006962, Official Public Records, Williamson County, Texas; and
- c) 1.077 acres of land, more or less, AND 0.456 of an acre of land, more or less, as described in Deed dated April 26, 2010 to State of Texas recorded under Document No. 2010033821, Official Public Records, Williamson County, Texas.

TRACT V:

189.153 acres of land, more or less, out of the FREDERICK FOY SURVEY, Abstract No. 229, Williamson County, Texas, and being more fully described as "Purchase Tract-Lot 2" in Special Warranty Deed dated December 22, 2004 from Del Webb Texas Limited Partnership to Somerset Hills, Ltd. recorded under Document No. 2004098880, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT the following:

11.33 acres of land, more or less, as described in Deed dated January 21, 2010 to Williamson County, Texas, recorded under Document No. 2010006962, Official Public Records, Williamson County, Texas.

The map shows a proposed road project, likely a bridge or overpass, crossing a body of water. The road is shown as a solid line, and the surrounding area is marked with various symbols and labels. The map includes a north arrow, a scale bar, and a legend.

Legend:

- Proposed Road
- Existing Road
- Water
- Land
- Setback Line
- Right-of-Way Line
- Utility Line
- Tree
- Shrub
- Grass
- Field
- Forest
- Mountain
- Valley
- Stream
- River
- Lake
- Ocean
- Island
- Peninsula
- Bay
- Gulf
- Sea
- Strait
- Channel
- Harbor
- Port
- Wharf
- Dock
- Pier
- Breakwater
- Jetty
- Reef
- Shoal
- Bank
- Point
- Head
- Spit
- Neck
- Isthmus
- Sill
- Bar
- Spit
- Point
- Head
- Spit
- Neck
- Isthmus
- Sill
- Bar

Scale: 1 inch = 1 mile

North Arrow: Points North

Map Labels:

- Proposed Road
- Existing Road
- Water
- Land
- Setback Line
- Right-of-Way Line
- Utility Line
- Tree
- Shrub
- Grass
- Field
- Forest
- Mountain
- Valley
- Stream
- River
- Lake
- Ocean
- Island
- Peninsula
- Bay
- Gulf
- Sea
- Strait
- Channel
- Harbor
- Port
- Wharf
- Dock
- Pier
- Breakwater
- Jetty
- Reef
- Shoal
- Bank
- Point
- Head
- Spit
- Neck
- Isthmus
- Sill
- Bar
- Spit
- Point
- Head
- Spit
- Neck
- Isthmus
- Sill
- Bar

ROUTING SLIP		DATE	
TO	FROM	DATE	TIME
1. Mr. [Name]	Mr. [Name]		
2. Mr. [Name]	Mr. [Name]		
3. Mr. [Name]	Mr. [Name]		
4. Mr. [Name]	Mr. [Name]		
5. Mr. [Name]	Mr. [Name]		
6. Mr. [Name]	Mr. [Name]		
7. Mr. [Name]	Mr. [Name]		
8. Mr. [Name]	Mr. [Name]		
9. Mr. [Name]	Mr. [Name]		
10. Mr. [Name]	Mr. [Name]		
11. Mr. [Name]	Mr. [Name]		
12. Mr. [Name]	Mr. [Name]		
13. Mr. [Name]	Mr. [Name]		
14. Mr. [Name]	Mr. [Name]		
15. Mr. [Name]	Mr. [Name]		
16. Mr. [Name]	Mr. [Name]		
17. Mr. [Name]	Mr. [Name]		
18. Mr. [Name]	Mr. [Name]		
19. Mr. [Name]	Mr. [Name]		
20. Mr. [Name]	Mr. [Name]		
21. Mr. [Name]	Mr. [Name]		
22. Mr. [Name]	Mr. [Name]		
23. Mr. [Name]	Mr. [Name]		
24. Mr. [Name]	Mr. [Name]		
25. Mr. [Name]	Mr. [Name]		
26. Mr. [Name]	Mr. [Name]		
27. Mr. [Name]	Mr. [Name]		
28. Mr. [Name]	Mr. [Name]		
29. Mr. [Name]	Mr. [Name]		
30. Mr. [Name]	Mr. [Name]		
31. Mr. [Name]	Mr. [Name]		
32. Mr. [Name]	Mr. [Name]		
33. Mr. [Name]	Mr. [Name]		
34. Mr. [Name]	Mr. [Name]		
35. Mr. [Name]	Mr. [Name]		
36. Mr. [Name]	Mr. [Name]		
37. Mr. [Name]	Mr. [Name]		
38. Mr. [Name]	Mr. [Name]		
39. Mr. [Name]	Mr. [Name]		
40. Mr. [Name]	Mr. [Name]		
41. Mr. [Name]	Mr. [Name]		
42. Mr. [Name]	Mr. [Name]		
43. Mr. [Name]	Mr. [Name]		
44. Mr. [Name]	Mr. [Name]		
45. Mr. [Name]	Mr. [Name]		
46. Mr. [Name]	Mr. [Name]		
47. Mr. [Name]	Mr. [Name]		
48. Mr. [Name]	Mr. [Name]		
49. Mr. [Name]	Mr. [Name]		
50. Mr. [Name]	Mr. [Name]		
51. Mr. [Name]	Mr. [Name]		
52. Mr. [Name]	Mr. [Name]		
53. Mr. [Name]	Mr. [Name]		
54. Mr. [Name]	Mr. [Name]		
55. Mr. [Name]	Mr. [Name]		
56. Mr. [Name]	Mr. [Name]		
57. Mr. [Name]	Mr. [Name]		
58. Mr. [Name]	Mr. [Name]		
59. Mr. [Name]	Mr. [Name]		
60. Mr. [Name]	Mr. [Name]		
61. Mr. [Name]	Mr. [Name]		
62. Mr. [Name]	Mr. [Name]		
63. Mr. [Name]	Mr. [Name]		
64. Mr. [Name]	Mr. [Name]		
65. Mr. [Name]	Mr. [Name]		
66. Mr. [Name]	Mr. [Name]		
67. Mr. [Name]	Mr. [Name]		
68. Mr. [Name]	Mr. [Name]		
69. Mr. [Name]	Mr. [Name]		
70. Mr. [Name]	Mr. [Name]		
71. Mr. [Name]	Mr. [Name]		
72. Mr. [Name]	Mr. [Name]		
73. Mr. [Name]	Mr. [Name]		
74. Mr. [Name]	Mr. [Name]		
75. Mr. [Name]	Mr. [Name]		
76. Mr. [Name]	Mr. [Name]		
77. Mr. [Name]	Mr. [Name]		
78. Mr. [Name]	Mr. [Name]		
79. Mr. [Name]	Mr. [Name]		
80. Mr. [Name]	Mr. [Name]		
81. Mr. [Name]	Mr. [Name]		
82. Mr. [Name]	Mr. [Name]		
83. Mr. [Name]	Mr. [Name]		
84. Mr. [Name]	Mr. [Name]		
85. Mr. [Name]	Mr. [Name]		
86. Mr. [Name]	Mr. [Name]		
87. Mr. [Name]	Mr. [Name]		
88. Mr. [Name]	Mr. [Name]		
89. Mr. [Name]	Mr. [Name]		
90. Mr. [Name]	Mr. [Name]		
91. Mr. [Name]	Mr. [Name]		
92. Mr. [Name]	Mr. [Name]		
93. Mr. [Name]	Mr. [Name]		
94. Mr. [Name]	Mr. [Name]		
95. Mr. [Name]	Mr. [Name]		
96. Mr. [Name]	Mr. [Name]		
97. Mr. [Name]	Mr. [Name]		
98. Mr. [Name]	Mr. [Name]		
99. Mr. [Name]	Mr. [Name]		
100. Mr. [Name]	Mr. [Name]		

[illegible]

ROADWAY SUMMARY
SOMERSET HILLS
GEORGETOWN, TEXAS

Exhibit "B"