

# ESTANCIA HILL COUNTRY PUBLIC IMPROVEMENT DISTRICT

## LANDOWNER AGREEMENT

among

**THE CITY OF AUSTIN, TEXAS**

and

**SLF III – Onion Creek, L.P., Sevensgreen One, Ltd., Quartersage II, Ltd., Reverde Three, Ltd., IV Capitol Pointe, Ltd., Stone Point Five, Ltd., Saladia VI, Ltd., Palo Grande Seven, Ltd., High Point Green VIII, Ltd., Golondrina Nine, Ltd., X Cordoniz, Ltd., Ciervo Eleven, Ltd., Zaguan XII, Ltd., Thirteen Canard, Ltd., Ruisseau XIV, Ltd., Dindon Fifteen, Ltd., Bois de Chene XVI, Ltd., Etourneau Seventeen, Ltd., and Moineau XVIII, Ltd.**

Dated as of:

**June 1, 2013**

**LANDOWNER AGREEMENT**  
**(Estancia Hill Country Public Improvement District)**

This **LANDOWNER AGREEMENT** (the or this “Agreement”) is entered into among the CITY OF AUSTIN, TEXAS, a municipal corporation of the State of Texas (the “City”), and SLF III – ONION CREEK, L.P., Sevengreen One, Ltd., Quartersage II, Ltd., Reverde Three, Ltd., IV Capitol Pointe, Ltd., Stone Point Five, Ltd., Saladia VI, Ltd., Palo Grande Seven, Ltd., High Point Green VIII, Ltd., Golondrina Nine, Ltd., X Cordoniz, Ltd., Ciervo Eleven, Ltd., Zaguan XII, Ltd., Thirteen Canard, Ltd., Ruisseau XIV, Ltd., Dindon Fifteen, Ltd., Bois de Chene XVI, Ltd., Etourneau Seventeen, Ltd., and Moineau XVIII, Ltd. (collectively, the “Landowner”) (individually “Party” or collectively “Parties”). This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

**RECITALS**

WHEREAS, the Landowner owns approximately 600 acres of land located in Travis County, Texas more particularly described in Exhibit “A” attached hereto (the “Land”).

WHEREAS, the Land constitutes taxable, privately-owned land located within the Estancia Hill Country Public Improvement District (the “District”) created pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, SLF III-Onion Creek, L.P. and the City have entered into that certain Estancia Hill Country Public Improvement District Financing Agreement (as such agreement may be amended from time to time as provided therein, the “PID Finance Agreement”), relating to, among other matters, for the levy of assessments on Improvement Area #1 within the Land, the issuance of revenue bonds secured by such assessments, and the construction of the “Public Improvements” as defined therein;

WHEREAS, it is intended that the Land will be developed in phases over time;

WHEREAS, the City Council of the City (the “City Council”) has contemporaneously herewith adopted an assessment ordinance (Ordinance No. 2013\_\_\_\_\_) (including all exhibits, the “Assessment Ordinance for Improvement Area # 1”) that levied a Special Assessment on each Parcel within Improvement Area # 1, which Special Assessments will be pledged as security for the payment of PID Bonds issued by the City to pay for, among other things, the costs of constructing the Public Improvements that will confer a special benefit on Improvement Area # 1;

WHEREAS, a copy of the Assessment Ordinance for Improvement Area # 1 is attached hereto as **Exhibit B**;

WHEREAS, the Assessment Ordinance for Improvement Area # 1 includes a “Service and Assessment Plan”;

WHEREAS, the Service and Assessment Plan includes an “Assessment Roll” setting forth the amount of the Special Assessment for each Assessed Parcel within Improvement Area # 1, including the amount of the “Annual Installment” for each Special Assessment paid in installments; and

WHEREAS, as future Improvement Areas are developed within the Land and additional PID Bonds are sold, it is intended that the City Council will (i) adopt an Assessment Ordinance for the applicable Improvement Area (or amend the existing Assessment Ordinance), (ii) adopt the Assessment Plan to incorporate additional Improvement Areas (or amend the existing Assessment Plan), and (iii) amend the existing Assessment Roll to include the Assessed Parcels within the applicable Improvement Area.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS; APPROVAL OF AGREEMENTS**

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

## **ARTICLE II**

### **AGREEMENT OF LANDOWNER**

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the creation of the District, the boundaries of the District, and the boundaries of the Assessed Parcels;

(ii) the location and construction of the Public Improvements;

(iii) the determinations and findings of special benefit to the Assessed Parcels made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and

(iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Special Assessments to be levied against the applicable Assessed Parcels as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Public Improvements confer a special benefit on the Assessed Parcels in an amount that exceeds the Special Assessments against the Assessed Parcels as shown on the Assessment Roll;

(iii) that the Special Assessments against the Assessed Parcels are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Special Assessments against the Assessed Parcels when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Special Assessment or reassessment against the Assessed Parcels, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcels, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcels regardless of whether the owner is named;

(vi) that the Special Assessment liens on the Assessed Parcels are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Special Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Special Assessments against the Assessed Parcels shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Parcel may pay at any time the entire Assessment against the Assessed Parcel, with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcels shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll; and

(xi) after the initial PID Bonds (and any subsequent Parity Bonds) are paid in full, additional Special Assessments may be placed on the Land.

C. Landowner further agrees that the City may record in the real property records of Travis County a "Notice of Creation of Special Assessment District" and "Imposition of Special Assessment" (the contents of which shall be consistent with the Assessment Ordinance, the

Service and Assessment Plan, and this Agreement as reasonably determined by the City) that evidence the lien and encumbrance created upon the Landowner's Assessed Parcels by the Assessment Ordinance.

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Parcels, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Special Assessments, and determining the amount of the annual installments of the Special Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Special Assessments and determining the amount of the annual installments of the Special Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Special Assessments and determining the amount of the annual installments of the Special Assessments; and

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Special Assessments or to any proceedings connected therewith.

### **ARTICLE III**

#### **TEXAS PROPERTY CODE SECTION 5.014 NOTICE**

The following notice is applicable if your property is "residential real property" as defined in Section 5.014 of the Texas Property Code:

#### NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, CONCERNING ASSESSED PARCELS.

As the purchaser of a parcel of residential real property located in a public improvement district, you are obligated to pay a Special Assessment to the City for improvement projects undertaken by the District under Chapter 372, Local Government Code. Information about the Special Assessment (such as its due date or how it is paid) may be obtained by contacting the City. The Assessment against your parcel may be paid in full at any time together with interest through the

date of payment. If you do not elect to pay the Assessment in full, it will be due and payable in annual installments, including interest and collection costs. Your failure to pay the Special Assessment or any annual installment could result in a lien on and the foreclosure of your Parcel.

#### **ARTICLE IV** **DEDICATION OF PUBLIC IMPROVEMENTS**

Landowner acknowledges that the Public Improvements, together with the land, easements, or other rights-of-way needed for the Public Improvements, shall be dedicated to the City or County (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

#### **ARTICLE V** **MISCELLANEOUS**

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Parcels shall only be given to the Landowner that owns the applicable Assessed Parcels. Notices as to all of the Land shall be given to all Landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner  
c/o The Stratford Company  
Attn: Asset Management  
5949 Sherry Lane, Suite 1750  
Dallas, Tx 75225

City  
CITY OF AUSTIN, TEXAS  
Attn: City Treasurer  
PO Box 1088  
Austin, Texas 78767

B. Parties in Interest. In the event of the sale or transfer of an Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Parcel or such portion thereof, and the seller or transferor shall be released with respect to such Assessed Parcel or portion thereof. Notwithstanding the foregoing, the holders of Bonds are express beneficiaries of this Agreement

and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Real Property Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Parcel and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Parcel upon payment in full of the Special Assessment against the Assessed Parcel.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF AUSTIN, TEXAS

By: \_\_\_\_\_  
Elaine Hart, Chief Financial Officer

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, a Notary Public, on this day personally appeared, by Elaine Hart, Chief Financial Officer of the City of Austin, a Texas municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

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



**LANDOWNERS:**

**SLF III – ONION CREEK, L.P.,**

a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of SLF III – Onion Creek, L.P.

[SEAL]

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

**SEVENGREEN ONE, LTD.,**

a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Sevensgreen One, Ltd., on behalf of that limited partnership.

[SEAL]

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

**QUARTERSAGE II, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Quartersage II, Ltd., on behalf of that limited partnership.

[SEAL]

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

**REVERDE THREE, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Reverde Three, Ltd., on behalf of that limited partnership.

[SEAL]

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

**IV CAPITOL POINTE, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of IV Capitol Pointe, Ltd., on behalf of that limited partnership.

[SEAL]

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

**STONE POINT FIVE, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Stone Point Five, Ltd., on behalf of that limited partnership.

[SEAL]

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

**SALADIA VI, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Saladia VI, Ltd., on behalf of that limited partnership.

[SEAL]

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

**PALO GRANDE SEVEN, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Palo Grande Seven, Ltd., on behalf of that limited partnership.

[SEAL]

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



**HIGH POINT GREEN VIII, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of High Point Green VIII, Ltd., on behalf of that limited partnership.

[SEAL]

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

**GOLONDRINA NINE, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Golondrina Nine, Ltd., on behalf of that limited partnership.

[SEAL]

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

**X CORDONIZ, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
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THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**CIERVO ELEVEN, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**ZAGUAN XII, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
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THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**THIRTEEN CANARD, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
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THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**RUISSEAU XIV, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**DINDON FIFTEEN, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
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[SEAL]

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



**BOIS DE CHENE XVI, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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THE STATE OF TEXAS  
COUNTY OF DALLAS

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[SEAL]

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

**ETOURNEAU SEVENTEEN, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Etourneau Seventeen, Ltd., on behalf of that limited partnership.

[SEAL]

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

**MOINEAU XVIII, LTD.,**  
a Texas limited partnership

By: SLF III Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund III, L.P.,  
a Delaware limited partnership,  
its Sole and Managing Member

By: Stratford Fund III GP, LLC,  
a Texas limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Stratford Fund III GP, LLC, general partner of Stratford Land Fund III, L.P., sole and managing member of SLF III Property GP, LLC, general partner of Moineau XVIII, Ltd., on behalf of that limited partnership.

[SEAL]

\_\_\_\_\_

**EXHIBIT A to LANDOWNER AGREEMENT**  
**Assessed Parcels within Improvement Area # 1**

PARCEL DESCRIPTIONS	TAX ACCOUNT NUMBER (OR PROPERTY DESCRIPTION)	SPECIAL ASSESSMENT PER LOT/PARCEL

**EXHIBIT B to LANDOWNER AGREEMENT**  
**Assessment Ordinance for Improvement Area # 1**