



**DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS  
REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES**

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for Sheldon 230, Section Two, Phase One (this "Declaration"), is executed this 4<sup>th</sup> day of February, 2004, by KB HOME LONE STAR, LP, a Texas Limited Partnership ("Declarant"), and MCKINNEY PARK EAST (AUSTIN) HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation ("Association"), and is as follows:

**GENERAL RECITALS:**

- A. Declarant is the owner of that certain 1.002 acre tract of real property more particularly described on EXHIBIT A, and that certain 1.117 acre tract of real property more particularly described on EXHIBIT B, located in Travis County, Texas (the "Property") attached and incorporated for all purposes, and located near Sheldon 230, Section Two, Phase One (the "Subdivision"), according to the map or plat (the "Plat") thereof recorded as Document No. 200400040 in the Official Public Records of Travis County, Texas.
- B. Definitions.
1. Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
  2. Facilities. The term "Facilities" means all those drainage facilities that convey and receive stormwater runoff and that are more particularly described on EXHIBIT C, attached and incorporated for all purposes.
- C. The Association has been duly formed under the laws of the State of Texas and in accordance with that certain Declaration of Covenants, Conditions and Restrictions of McKinney Park East filed of record as Document No. 2002199012 of the Official Public Records of Travis County, Texas.
- D. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property, and the Association has agreed to accept the responsibility to maintain the Facilities in accordance with the terms hereof.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of each owner. Each contract,

deed or conveyance of any kind conveying all or a portion of the Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

**SPECIFIC AGREEMENTS AND RESTRICTIONS:**

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Declaration for all purposes.
2. Maintenance. The Association shall maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities. The Association may levy assessments against its members to discharge the maintenance obligation set forth herein. Each Owner shall be jointly and severally liable for the maintenance of the Facilities but only in the event the Association fails to discharge its obligations to maintain the Facilities.
3. Easement to the Association. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Association, whose address is 11911 Burnet Road, Austin, Texas, 78758, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities, upon and across portions of the Property as more particularly described on **EXHIBIT A** and **EXHIBIT B** attached hereto and incorporated herein by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the Association and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

4. Easement to the Owners. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Owners and their successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements,

covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

5. Easement to the City of Austin. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City of Austin, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Watershed Protection and Development Review Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

6. Notice. The City shall give the Association thirty (30) days' prior written notice of the City's intent to enter any of the above described easement areas for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter any of the above described easement areas without prior written notification for the purposes of monitoring and inspection only.
7. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall entitle the Association, Declarant or any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which the Association, Declarant or any Owner may have hereunder by reason of any breach of this Declaration.
8. Excusable Delays. Whenever performance is required of the Association or any Owner hereunder, the Association or the Owner shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Association or the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified shall be extended by the amount of the delay actually so caused.

9. Existing Encumbrances. The easement and other rights granted or created by this Declaration are subject to any and all matters of record affecting the Property.

10. General Provisions.

- A. Inurement. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon the Association, the Declarant and the Owners, and their successors and assigns. If the Declarant conveys all or any portion of the Property, the Declarant shall thereupon be released and discharged from any and all further obligations, if any, under this Declaration that it had in connection with the property conveyed by it from and after the date of recording of such conveyance, but no such sale shall release the Declarant from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- B. Duration. Unless terminated in accordance with Paragraph 10(K) below, this Declaration shall remain in full force and effect in perpetuity.
- C. Non-Merger. This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Declaration and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Declaration with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and the exhibits attached hereto. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.
- G. Governing Law; Place of Performance. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Declaration is performable only in the county in Texas where the Property is located.

H. Notices. Any Notice to the Association, Declarant, any Owner or the City shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Declaration shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

I. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Declarant, the Association, any Owner or the City of Austin in their respective businesses or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise.

J. Enforcement. If any person, persons, corporation, or entity of any other character shall violate or attempt to violate this Declaration, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Declaration by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

K. Modification and Amendment. This Declaration may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, executed, acknowledged and approved by: (a) the Director of the Watershed Protection and Development Review Department of the City of Austin; (b) a majority of the Board of Directors of the Association at the time of such modifications, amendment or termination; and (c) the Owners of the Property.

Executed to be effective this 4<sup>th</sup> day of February, 2004.

**DECLARANT:**

**KB HOME LONE STAR, L.P.**  
a Texas limited partnership

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

John Zinsmeyer, Vice President

**ASSISTANT SECRETARY**

**ASSOCIATION:**

**MCKINNEY PARK EAST (AUSTIN)  
HOMESOWNERS' ASSOCIATION, INC.,**  
a Texas non-profit corporation

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

Name: John H. Zinsmeyer

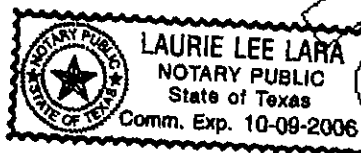
Title: President

**THE STATE OF TEXAS        §**

**COUNTY OF TRAVIS        §**

This instrument was acknowledged before me on the 4<sup>th</sup> day of February, 2004  
by John Zinsmeyer as Vice President of KB HOME LONE STAR, L.P., a Texas limited  
partnership, on behalf of said limited partnership

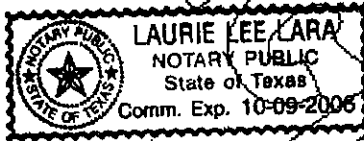
Laurie Lee Lara  
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of February, 2004  
by Shirley Sinsmeier as President of MCKINNEY  
PARK EAST (AUSTIN) HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit  
corporation, on behalf of said corporation.



Laurie Lee Lara  
Notary Public, State of Texas

ACCEPTED: CITY OF AUSTIN

By: Javier V. Delgado  
Name: JAVIER V. DELGADO  
Title: Project Manager

APPROVED AS TO FORM:

By: MCRA

AFTER RECORDING, RETURN TO:

City of Austin  
Watershed Protection and Development Review Department  
P.O. Box 1088  
Austin, Texas 78767  
Project Name: McKinney Park East Section 2  
Attn: Javad Oskouipour  
Case No. C8-02-0010.2A.SH

Temporary Water Quality and  
Drainage Easement  
1.117 Acres (48,639 Sq. Ft.)  
Santiago Del Valle A-24  
Travis County, Texas

Exhibit 'A'

FN3193R(MLQ)  
February 3, 2004  
SAM, Inc. Job No. 24027-01

DESCRIPTION OF A 1.117 ACRE (48,639 SQ. FT.) TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 225.318 NET ACRE (236.54 TOTAL ACRE) TRACT OF LAND CONVEYED IN THE DEED TO KB HOME LONE STAR LP, AS RECORDED IN DOCUMENT NO. 2003099256 OF THE OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS: SAID 1.117 ACRE (48,639 SQ. FT.) TRACT OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found in the west line of Springfield Phase "C" a subdivision recorded in Document No. 200000045 of the Official Public Records of Travis County, Texas, for the southeast corner of a called 6.397 acre tract conveyed to the City of Austin by deed recorded in Volume 10780, Page 904 of the Real Property Records Travis County, Texas, same being a northeast corner of said 225.318 net acre tract, from which a 1/2-inch rod found in the east line of said 225.318 net acre tract for the southwest corner of said Springfield Phase "C" bears S 29° 13' 02" W, a distance of 458.35 feet (called S 29° 13' 02" W, a distance of 458.35 feet in said Document No. 2003099256 of the Official Public Records of Travis County, Texas);

THENCE leaving said west line and crossing through the interior of said 225.318 net acre tract, N 77° 55' 38" W, a distance of 469.92 feet to a calculated point for the POINT OF BEGINNING of the tract described herein;

THENCE continuing to cross said 225.318 acre tract, the following eleven (11) courses and distances:

1. S 42° 15' 47" W, a distance of 185.85 feet to a calculated point,
2. N 47° 44' 13" W, a distance of 74.65 feet to a calculated point,
3. S 42° 15' 47" W, a distance of 593.28 feet to a calculated point,
4. S 52° 26' 00" W, a distance of 83.84 feet to a calculated point,
5. N 37° 34' 00" W, a distance of 40.00 feet to a calculated point,
6. N 52° 26' 00" E, a distance of 80.28 feet to a calculated point,
7. N 42° 15' 47" E, a distance of 788.72 feet to a calculated point,
8. S 77° 44' 13" E, a distance of 32.32 feet to a calculated point,



Temporary Water Quality and  
Drainage Easement  
1.117 Acres (48,639 Sq. Ft.)  
Santiago Del Valle A-24  
Travis County, Texas

FN3193R(MLQ)  
February 3, 2004  
SAM, Inc. Job No. 24027-01

9. S  $12^{\circ} 15' 47''$  W, a distance of 40.00 feet to a calculated point,
10. with the arc of a curve to the right having an arc distance of 42.10 feet, through a central angle of  $96^{\circ} 23' 50''$ , having a radius of 25.00 feet and whose chord bears S  $29^{\circ} 29' 48''$  E, a distance of 37.39 feet, and
11. S  $76^{\circ} 17' 29''$  E, a distance of 35.57 feet to the **POINT OF BEGINNING** and containing 1.117 acres (48,639 square feet) of land more or less.

BEARING BASIS: 1/2-inch iron rods at the southwest and southeast corners of Springfield Phase "C", a subdivision of record in Document No. 200000045 of the Official Public Records of Travis County, Texas. Called bearing and distance between these iron rods is N  $60^{\circ} 03' 41''$  W a distance of 2172.32 feet. Held called bearing of N  $60^{\circ} 04' 00''$  W as shown in Volume 2312, Page 155 of the Deed Records Travis County, Texas and found actual distance to be 2172.33 feet.

THE STATE OF TEXAS


KNOW ALL MEN BY THESE PRESENTS:

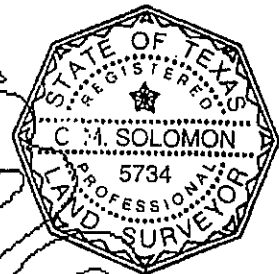
COUNTY OF TRAVIS

That I, C. M. Solomon, 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 during July and August 2002.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 4th day of February, 2004 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735

  
C. M. Solomon  
Registered Professional Land Surveyor  
No. 5734 - State of Texas





GRAPHIC SCALE

SCALE: 1" = 100 FEET

FEBRUARY 2004

SANTIAGO DEL VALLE GRANT,

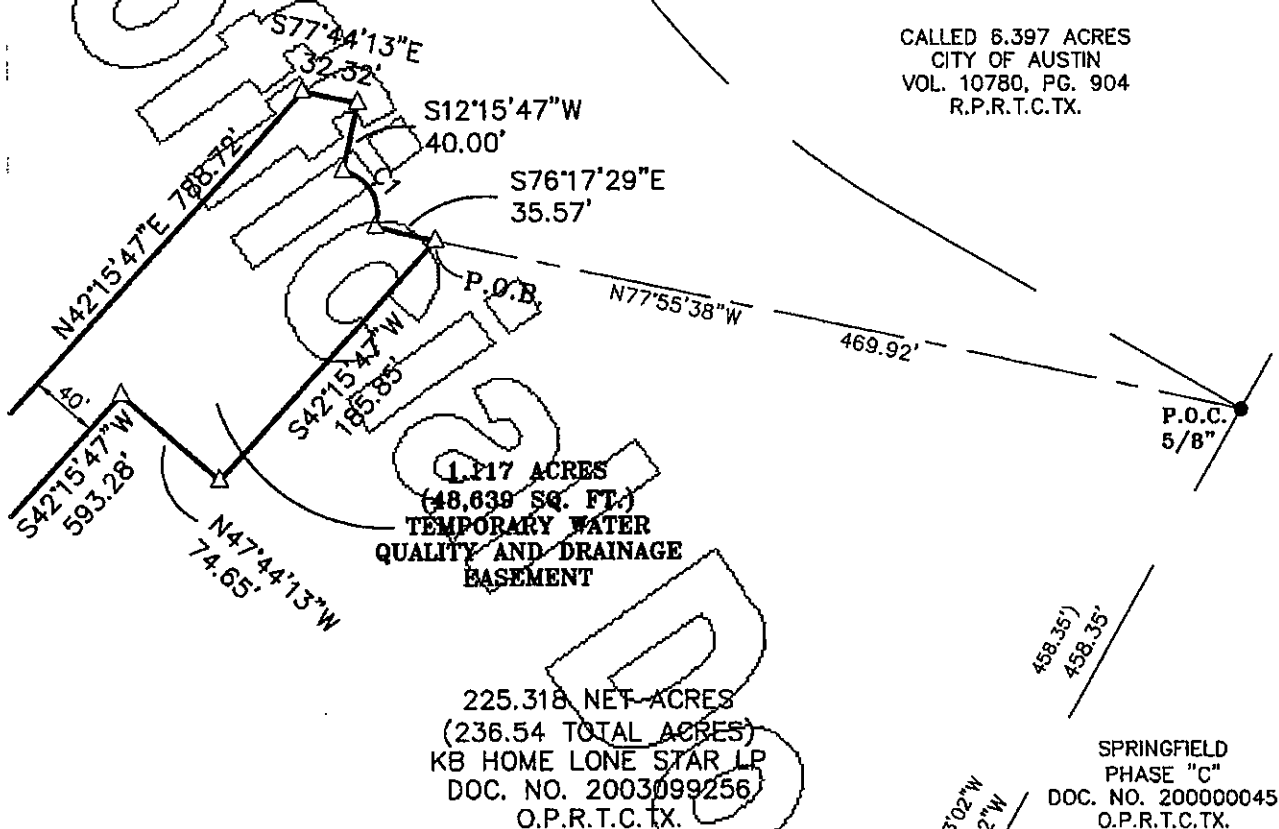
ABSTRACT NO. 24

TRAVIS COUNTY, TEXAS

## LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ( ) RECORD INFORMATION
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

CALLED 6.397 ACRES  
CITY OF AUSTIN  
VOL. 10780, PG. 904  
R.P.R.T.C.TX.



C1  
Δ=96°28'50"  
R=25.00'  
L=42.10'  
CB=S29°29'48"E  
C=37.30'

### BEARING BASIS:

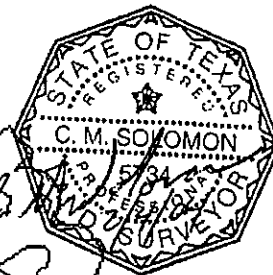
1/2" IRON RODS AT THE SOUTHWEST AND SOUTHEAST CORNERS OF SPRINGFIELD PHASE "C" A SUBDIVISION OF RECORD IN DOCUMENT NO. 200000045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. CALLED BEARING AND DISTANCE BETWEEN THESE IRON RODS IS N60°03'41"W - 2172.32 FEET. HELD CALLED BEARING OF N60°04'00"W AS SHOWN IN VOLUME 2312, PAGE 155 OF THE D.R.T.C.TX. AND FOUND ACTUAL DISTANCE TO BE 2172.33 FEET.

PROJECT: SHELTON 250  
JOB NUMBER: 24027-01  
DATE: FEBRUARY 3, 2004  
SURVEYOR: CME  
PARTY CHIEF: NA  
FIELDBOOK: NA  
TELEPHONE: FNS1938.DOC  
TECHNICIAN: ALB/MLO  
DRAWING: FNS183-TH.DWG  
SCALE: 1" = 100'



5508 WEST HIGHWAY 290  
BUILDING B  
AUSTIN TEXAS, 78735  
(512) 447-0575  
FAX: (512) 526-5029  
EMAIL: SAM@SAMINCAUS.COM

TEMPORARY WATER QUALITY  
AND DRAINAGE EASEMENT  
SKETCH TO ACCOMPANY  
FIELD NOTE NO. 3193R  
PAGE 3 OF 4



100 50 0 100

GRAPHIC SCALE  
SCALE: 1" = 100 FEET

FEBRUARY 2004  
SANTIAGO DEL VALLE GRANT,  
ABSTRACT NO. 24  
TRAVIS COUNTY, TEXAS

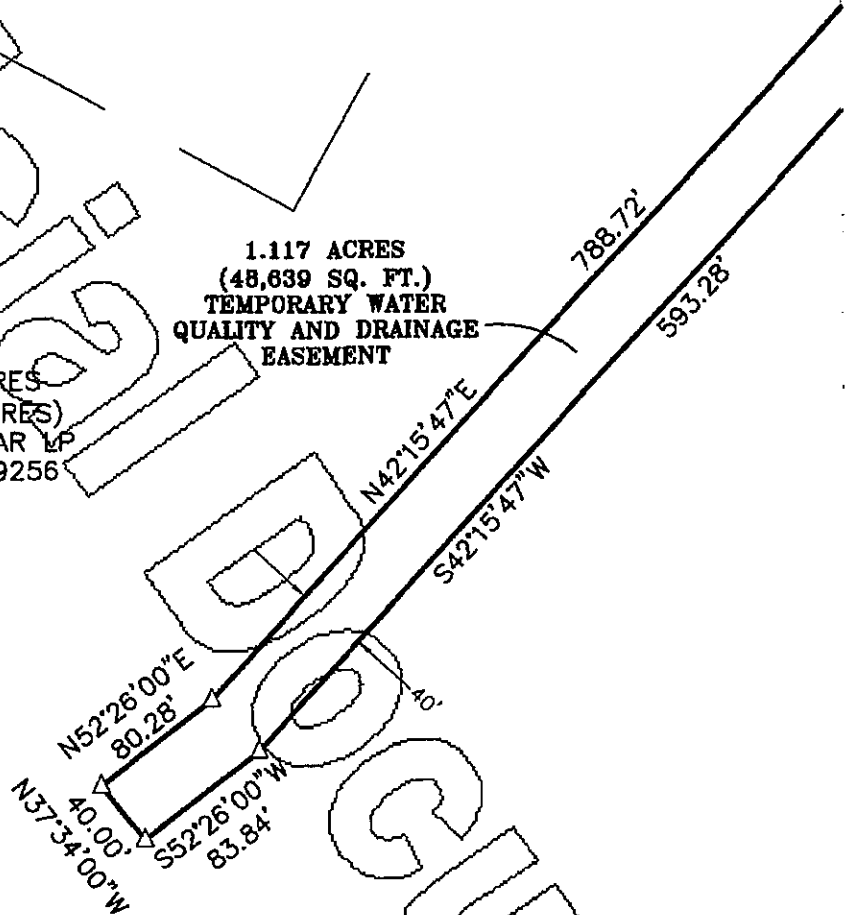
## LEGEND

△ CALCULATED POINT  
O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS  
TRAVIS COUNTY, TEXAS

CALLED 1.851 ACRES  
TRACT TWO  
DAVID L. MELLEBRUCH AND WIFE,  
KATHERINE A. MELLEBRUCH  
DOC. NO. 2002000762  
O.P.R.T.C.TX.

1.117 ACRES  
(48,639 SQ. FT.)  
TEMPORARY WATER  
QUALITY AND DRAINAGE  
EASEMENT

225.318 NET ACRES  
(236.54 TOTAL ACRES)  
KB HOME LONE STAR LP  
DOC. NO. 2003099256  
O.P.R.T.C.TX.



PROJECT: WHILDON 230  
JOB NUMBER: 24027-01  
DATE: FEBRUARY 03, 2004  
SURVEYOR: CMS  
PARTY CHIEF: NA  
FIELDBOOK: NA  
FIELDNOTE: FNS183R(MLO).DOC  
TECHNICIAN: ALG/MLO  
DRAWING: FNS183-2R.DWG  
SCALE: 1" = 100'

**SAM** inc.  
SURVEYING • AERIAL MAPPING • ENGINEERING

5508 WEST HIGHWAY 290  
BUILDING B  
AUSTIN TEXAS, 78735  
(512) 447-0575  
FAX: (512) 326-3029  
EMAIL: SAM@SAMINCAUS.COM

TEMPORARY WATER QUALITY  
AND DRAINAGE EASEMENT  
SKETCH TO ACCOMPANY  
FIELD NOTE No. 3198R  
PAGE 4 OF 4

Temporary Water Quality and Drainage Easement  
1.002 Acres (43,641 Sq. Ft.)  
Santiago Del Valle A-24  
Travis County, Texas

FN 3192(ALG)  
November 17, 2003  
SAM, Inc. Job No. 23309-01

Exhibit 'B'

DESCRIPTION OF A 1.002 ACRE (43,641 SQ. FT.) TRACT OF LAND SITUATED IN THE SANTIAGO DEL VALLE GRANT ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 225.318 NET ACRE (236.54 ACRE) TRACT CONVEYED IN THE DEED TO KB HOME LONE STAR LP, AS RECORDED IN DOCUMENT NO. 2003099256 OF THE OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS, SAID 1.002 ACRE (43,641 SQ. FT.) TRACT OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found in the west line of Springfield Phase "C" a subdivision recorded in Document No. 200000045 of the Official Public Records of Travis County, Texas for the southeast corner of a called 6.397 acre tract conveyed to the City of Austin by deed recorded in Volume 10780, Page 904 of the Real Property Records Travis County, Texas, same being a northeast corner of said 225.318 net acre tract, from which a 1/4-inch iron pipe found in said west line, same being an east line of said 6.397 acre tract bears N 29° 47' 37" E, a distance of 659.87 feet;

**THENCE** with said west line, same being a east line of said 225.318 net acre tract, S 29° 13' 02" W, a distance of 64.01 feet to a calculated point for the **POINT OF BEGINNING**;

**THENCE** continuing with said common line, S 29° 13' 02" W, a distance of 394.34 feet to a 1/2-inch iron rod found for the southwest corner of said Springfield Phase "C", same being the northwest corner of McKinney Park East, Section Two, as recorded in Document No. 200300068 of the Official Public Records Travis County, Texas;

**THENCE** continuing with said east line, same being the west line of said McKinney Park East, Section Two, the following two (2) courses and distances:

1. S 30° 25' 24" W, a distance of 404.24 feet to a 1/2-inch iron pipe found, and
2. S 29° 50' 39" W, a distance of 116.78 feet to a calculated point, from which a 1/2-inch iron pipe found for the southwest corner of said McKinney Park East, Section Two bears S 29° 50' 39" W, a distance of 393.21 feet;

**THENCE** leaving said common line and crossing through the interior of said 225.318 net acre tract, the following eleven (11) courses and distances:

1. N 60° 09' 21" W, a distance of 35.00 feet to a calculated point,
2. N 29° 50' 39" E, a distance of 116.95 feet to a calculated point,
3. N 30° 25' 24" E, a distance of 179.49 feet to a calculated point,
4. N 60° 15' 03" W, a distance of 103.30 feet to a calculated point,
5. N 29° 44' 57" E, a distance of 146.00 feet to a calculated point,
6. S 60° 15' 03" E, a distance of 105.02 feet to a calculated point,
7. N 30° 25' 24" E, a distance of 78.55 feet to a calculated point,
8. N 29° 13' 02" E, a distance of 33.89 feet to a calculated point,

Temporary Water Quality and Drainage Easement  
1.002 Acres (43,641 Sq. Ft.)  
Santiago Del Valle A-24  
Travis County, Texas

FN 3192(ALG)  
November 17, 2003  
SAM, Inc. Job No. 23309-01

9. S 60° 46' 58" E, a distance of 10.00 feet to a calculated point,
10. N 29° 13' 02" E, a distance of 360.49 feet to a calculated point, and
11. S 59° 51' 19" E, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 1.002 acres (43,641 sq. ft.) of land more or less.

BEARING BASIS: 1/2-inch iron rods at the southwest and southeast corners of Springfield Phase "C", a subdivision of record in Document No. 200000045 of the Official Public Records of Travis County, Texas. Called bearing and distance between these iron rods is N 66° 03' 41" W a distance of 2172.32 feet. Held called bearing of N 60° 04' 00" W as shown in Volume 2312, Page 155 of the Deed Records Travis County, Texas and found actual distance to be 2172.33 feet.

THE STATE OF TEXAS

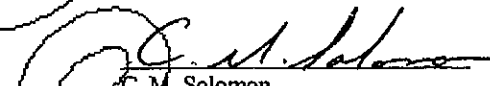
KNOW ALL MEN BY THESE PRESENTS:

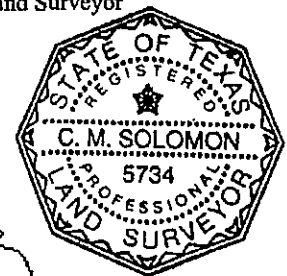
COUNTY OF TRAVIS

That I, C. M. Solomon, 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 during July and August 2002 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of November 2003 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735

  
C. M. Solomon  
Registered Professional Land Surveyor  
No. 5734 - State of Texas



200 100 0 200

GRAPHIC SCALE  
SCALE: 1" = 200 FEET

NOVEMBER 2003  
SANTIAGO DEL VALLE GRANT,  
ABSTRACT NO. 24  
TRAVIS COUNTY, TEXAS

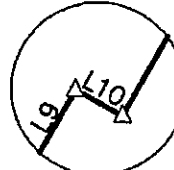
CALLED 6.397 ACRES  
CITY OF AUSTIN  
VOL. 10780, PG. 904  
R.P.R.T.C.TX.

225.318 NET ACRES  
(236.54 TOTAL ACRES)  
KB HOME LONE STAR LP  
DOC. NO. 2003099256  
O.P.R.T.C.TX.

SEE  
DETAIL "A"

SPRINGFIELD  
PHASE "C"  
DOC. NO. 200000045  
O.P.R.T.C.TX.

DETAIL "A"



NOT TO SCALE

## LEGEND

- △ CALCULATED POINT
- ⊙ 1/2" IRON PIPE FOUND (UNLESS NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ( ) RECORD INFORMATION
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

1.002 ACRES  
(49,841 SQ. FT.)  
TEMPORARY WATER  
QUALITY AND DRAINAGE  
EASEMENT

MCKINNEY PARK EAST  
SECTION TWO  
DOC. NO. 200300068  
O.P.R.T.C.TX.

## LINE TABLE

LINE	BEARING	LENGTH
L1	S29°13'02"W	64.01'
L2	S29°50'39"W	116.78'
L3	N60°09'21"W	35.00'
L4	N29°50'39"E	116.95'
L5	N30°25'24"E	179.49'
L6	N60°15'03"W	103.30'
L7	S60°15'03"E	105.02'
L8	N30°25'24"E	78.55'
L9	N29°13'02"E	33.89'
L10	S60°46'58"E	10.00'
L11	S59°51'19"E	25.00'

### BEARING BASIS:

1/2" IRON RODS AT THE SOUTHWEST AND SOUTHEAST CORNERS OF SPRINGFIELD PHASE "C" A SUBDIVISION OF RECORD IN DOCUMENT NO. 200000045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. CALLED BEARING AND DISTANCE BETWEEN THESE IRON RODS IS N60°03'41"W - 2172.32 FEET. HELD CALLED BEARING OF N60°04'00"W AS SHOWN IN VOLUME 2312, PAGE 155 OF THE D.R.T.C.TX. AND FOUND ACTUAL DISTANCE TO BE 2172.33 FEET.

PROJECT: SHELDON 230  
JOB NUMBER: 23308-01  
DATE: NOVEMBER 14, 2003  
SURVEYOR: CHS  
PARTY CHIEF: NA  
FIELDBOOK: NA  
FIELDNOTE: FNS192.DOC  
TECHNICIAN: ALO  
DRAWING: FNS192.DWG  
SCALE: 1" = 200'

**SAM** inc.  
SURVEYING • AERIAL MAPPING • ENGINEERING

5508 WEST HIGHWAY 290  
BUILDING B  
AUSTIN TEXAS, 78735  
(512) 447-0576  
FAX: (512) 326-3029  
EMAIL: SAM@SAMINCAUS.COM

TEMPORARY WATER QUALITY  
AND DRAINAGE EASEMENT  
SKETCH TO ACCOMPANY  
FIELD NOTE No. 3102  
PAGE 3 OF 3

Exhibit 'C'

LOT 24, BLK. K  
0.31 AC.  
OPEN SPACE  
(TO BE DEEDED TO COA)



**Affidavit that there is No Lien Against the Referenced  
Property**

STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

BEFORE ME, the undersigned notary public, on this day personally appeared John Zinsmeyer, Assistant Secretary of KB Home Lonestar, L.P, who being known to me duly sworn, stated as follows:

1. "My name is John Zinsmeyer. I am Assistant Secretary of KB Home Lonestar, L.P. and am authorized by KB Home Lonestar, L.P. to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the corporation who holds title to the property and I have recently reviewed the corporation's records of ownership of this property.

2. There is no lien held by any person, including any bank or similar corporate person, against the property described as Sheldon 230, Section Two, Phase One

"Further Affiant sayeth not."

KB Home Lonestar, L.P.

By: 

John Zinsmeyer  
Assistant Secretary

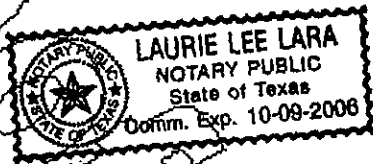
STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

On February 4, 2004, before me, Laeticia Lowe  
Notary Public, personally appeared John Zinsmeyer, Assistant Secretary of KB Home Lonestar, L.P., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument



the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Laurie Lee Lara  
Printed Name: Laurie Lara  
Notary Public, State of Texas

My Commission Expires: 10/9/06

**AFTER RECORDING, RETURN TO:**

City of Austin Watershed Protection & Development Division [originating department]  
Department of Development Division  
P.O. Box 1088  
Austin, Texas 78767 LCF03 0025 2A.5H

Project Name: KB Sholder 230 Sec 2, Phase I  
Attn: JAVIER V. DELGADO [Project Manager]  
CIP No. \_\_\_\_\_ [if applicable]

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Feb 11 10:54 AM 2004025225

RENAVDESYS \$48.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Recorders Memorandum: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



TRV 200300068  
3 pgs

PLAT DOCUMENT # \_\_\_\_\_

# PLAT

## PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: MCKINNEY PARK EAST SEC 2

OWNERS NAME: KB HOME LONE STAR, L.P. & JOHN ZINSMEYER

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

NONE

## RETURN:

CITY OF AUSTIN  
CESAR ZAVALA  
974-3404

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

04-07-2003 04 14 PM 200300068  
HAYWOODK \$81 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

April 7, 2003

\$ 81.00

200300068

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT K&B HOME LONE STAR, L.P., A TEXAS LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING ITS HOME OFFICE IN SAN ANTONIO, TEXAS, ACTING BY AND THROUGH JOHN ZINSMEYER, OWNER OF THAT CERTAIN 51,741 ACRE TRACT OUT OF THE SANITADO DEL VALLE GRANT, TRAVIS COUNTY, TEXAS, AS BEING RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 18,262 ACRES OUT OF THE SAID 51,741 ACRES, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 26 OF THE CITY OF AUSTIN CODE, TO BE KNOWN AS "MCKINNEY PARK EAST SECTION TWO" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

John Zinsmeyer  
JOHN ZINSMEYER  
K&B HOME LONE STAR, L.P.  
A TEXAS LIMITED PARTNERSHIP  
11511 BURNETT ROAD  
AUSTIN, TEXAS 78736

1/15/03

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, JOHN ZINSMEYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15 DAY OF January, 2003 A.D.  
NOTARY PUBLIC  
Laurie Lee Latta  
IN AND FOR Williamson COUNTY, TEXAS  
COMMISSION EXPIRES 10-09-2006



I, PAUL L. EASLEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LANDS DESCRIBED HEREON, AND THAT THE INSTRUMENT IS PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH TITLE 24 OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

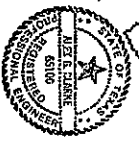
Paul L. Easley  
PAUL L. EASLEY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4432-STATE OF TEXAS  
SURVEYING AND MAPPING, INC.  
2808 W. 34TH STREET, SUITE 200, BUILDING B  
AUSTIN, TEXAS 78735

1-15-03



I, ALEX G. CLARKE, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 263 OF THE AUSTIN CITY CODE OF 1999 AS AMENDED.  
NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN OF ANY WATERWAY OR OF THE 100-YEAR FLOODPLAIN OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL NO. 4846200157, DATED JANUARY 15, 2000. THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE ARIANAS EASEMENTS SHOWN HEREIN.

Alex G. Clarke  
ALEX G. CLARKE, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 65900  
LONGO & CLARKE, INC.  
11000 N. BRIDGES BLVD., SUITE 100  
AUSTIN, TEXAS 78758



APPROVED FOR ACCEPTANCE:

Clark Peterson  
CLARK PETERSON  
DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT  
CITY OF AUSTIN

THIS SUBDIVISION IS LOCATED IN THE CITY LIMITS OF THE CITY OF AUSTIN, THIS THE 15 DAY OF January, 2003.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ON THE 14 DAY OF March, 2003 A.D.

CHAIRPERSON Clark Peterson  
SECRETARY Betty Baker  
CLARK PETERSON  
BETTY BAKER

STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION FOR RECORD IN MY OFFICE, THIS DAY OF March, 2003 A.D. AT 11:00 O'CLOCK AM, IN DOCUMENT NO. 200300068 IS IN ACCORDANCE WITH THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.  
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 14 DAY OF March, 2003.

Dana Debeauvoir  
DANA DEBEAUVOR  
CLERK OF TRAVIS COUNTY, TEXAS  
TRAVIS COUNTY CLERK  
BY: Dana Debeauvoir  
DEPUTY



200 WEST HIGHWAY 290  
BUILDING B  
AUSTIN, TEXAS 78735  
TEL: (512) 326-3429  
FAX: (512) 326-3429  
E-MAIL: DANE@SAMINC.COM

MCKINNEY PARK EAST  
SECTION TWO

G Longaro & Clarke, Inc.  
Consulting Engineers  
Land Development • Stormwater Quality Management • Water Resources  
1819 Cedar Cove, Suite 200, Austin, Texas 78754  
(512) 326-3429 • Fax (512) 326-3429

PROJECT: McKinney Park East

NO. 200300068	SECTION TWO
DATE: 1/15/03	DATE: 1/15/03
ENGINEER: ALEX G. CLARKE	DATE: 1/15/03
DRAWING: 200300068-002	DATE: 1/15/03
CHECKED: ALEX G. CLARKE	DATE: 1/15/03
APPROVED: ALEX G. CLARKE	DATE: 1/15/03

SHEET  
1  
OF  
3

CASE NO. C8-02-0010.2A.54





5508 WEST HIGHWAY 290  
BUILDING B  
DALLAS, TEXAS 75235  
(214) 427-0375  
FAX (214) 326-8328  
E-MAIL: SAM@SAMLABS.COM

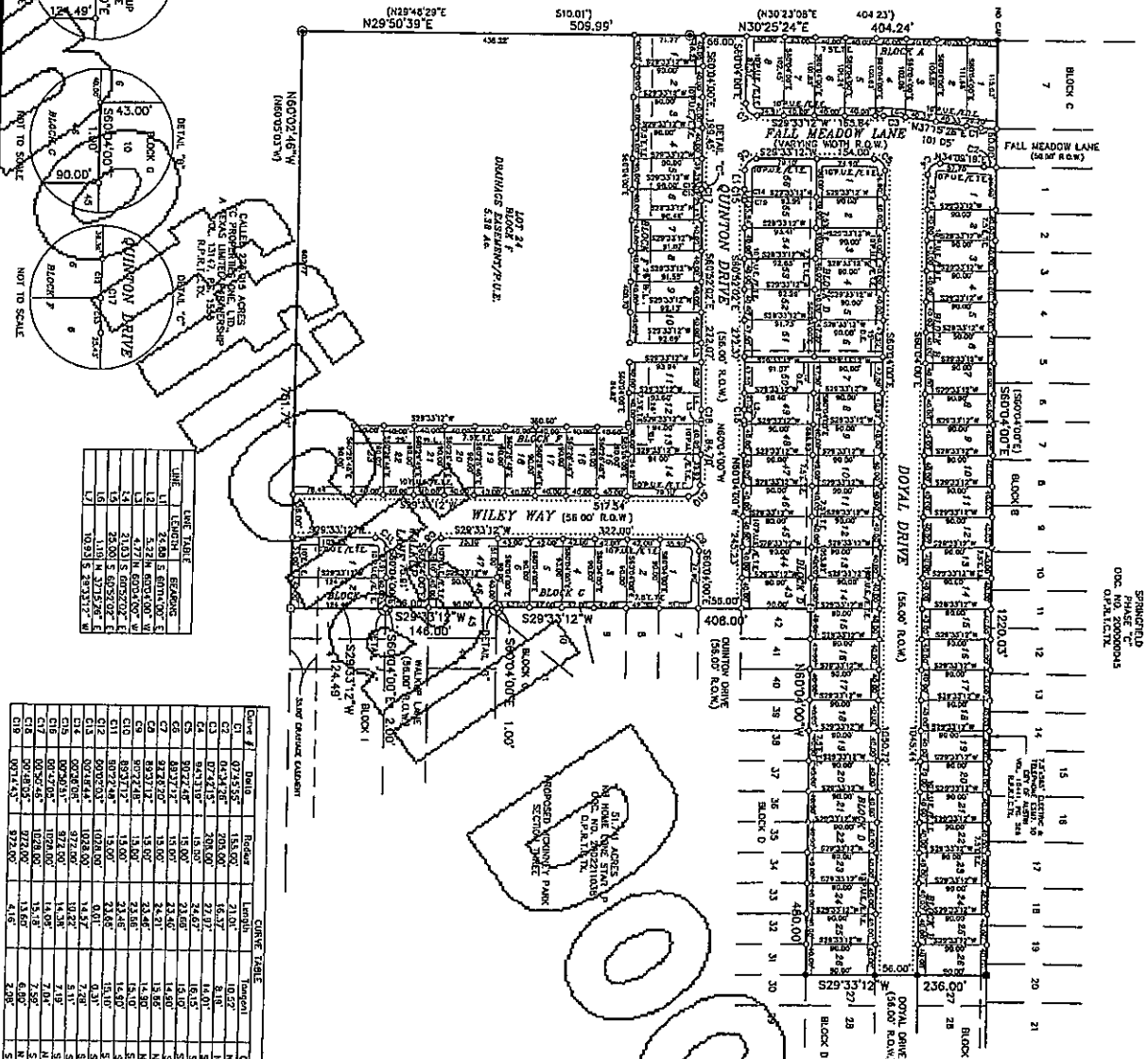
# MCKINNEY PARK EAST SECTION TWO

**Longano & Clarke, Inc.**  
Consulting Engineers  
Long Development - Stormwater Quality Management - Water Resources  
10000 West Loop, Suite 200, Dallas, Texas 75241  
(214) 326-8328

CASE NO. CB-02-0010.2A.SL

PROJECT: MCKINNEY PARK EAST  
SECTION TWO  
SHEET 3 OF 3

CALLED 275.015 ACRES  
FC PROPERTIES OF, LTD.  
A TEXAS LIMITED PARTNERSHIP  
VOL. 13147, FC 1555  
R.P. & T.M.



Curve #	Delta	Radius	Length	Tangent	Chord	Chord Bearing
1	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
2	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
3	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
4	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
5	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
6	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
7	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
8	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
9	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
10	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
11	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
12	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
13	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
14	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
15	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
16	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
17	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
18	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
19	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
20	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E
21	071.35°	150.00'	21.01'	10.52'	18.27'	N 27°22'30" E

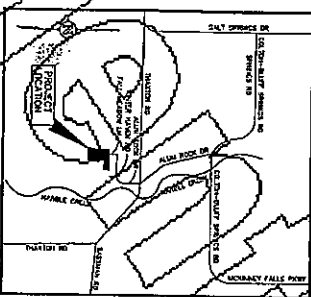
## LEGEND

- 1/2" IRON PEG FOUND
- 1/2" IRON ROD WITH "S&W, INC." PLASTIC CAP SET
- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD WITH "S&W, INC." PLASTIC CAP FOUND
- (UNLESS OTHERWISE NOTED)



SCALE: 1" = 100 FEET  
JANUARY 2003  
SANTAVOS DEL VALLE GRANT  
TRAVIS COUNTY, TEXAS

## VICINITY MAP (NOT TO SCALE)



DRAWN: J.B. HOLE, LONG & CLARKE, INC.  
CHECKED: J.B. HOLE, LONG & CLARKE, INC.  
DESIGNED: LONGANO & CLARKE, INC.