

LAND SALE NUMBER SIX



(Photographed by Clifford Shaw on September 4, 2007)

Location:	West side of Comanche Trail just north of RM 620, Travis County, Texas 78732.
Map Grid:	492A/MC33
Date of Sale:	April 17, 2006
Recording Data:	Document No. 2006072098 (Special Warranty Deed With Vendor's Lien)
Legal Description:	Lot 1, Block "A", of Comanche Trail Business Park, a subdivision in Travis County, Texas, according to the map or plat recorded under Document No. 200100094, in the Plat Records of Travis County, Texas.
Parcel #:	01-5438-0201
Grantor:	Riordan Properties, L.P.

Grantee:	Lake Travis Bluff, L.P.
Size:	18.531 acres
Consideration:	\$5,500,000
Unit Price:	\$296,800/acre; \$6.81/SF; \$42.09/SF Impervious Cover (detached single-family residential under condominium regime).
Terms:	Cash to seller
Zoning:	None; Austin 2-mile ETJ
Topography:	Significant sloping east toward Comanche Trail. The topography provides for hill-country views to the north, east, and south, and Lake Travis Views to the west.
Shape:	Irregular
Frontage/Access:	Approximately 1,210' along Comanche Trail; direct access from Comanche Trail.
Utilities:	All available.
Flood Plain:	None noted.
Intended Use:	Single family detached housing under a condominium regime.
Present Use:	Vacant land.
Comments:	This conveyance represents the purchase of a site for development of an upper-end residential community to include 30 single-family detached houses under a condominium regime. Prior to the sale, the site was entitled by the City of Austin by site plan (SP-02-0096D) for mixed-use commercial development and a Section 10(a) Permit by the US Fish and Wildlife Service. The subdivision plat

notes indicate maximum allowable impervious cover of 10.37 acres, but a proposed development was for 7.9 acres (344,124 SF), or approximately 43% of total site area. The buyer's proposed residential site plan includes a total of 3.0 acres of impervious cover, or 16.1% of total site area.

Confirmation:

Fred Purcell (seller representative); 08/07; CRS

Deed Reviewed:

08/07; CRS



**TaxNetUSA: Travis County Property Information**

Property ID Number: 523034 Ref ID2 Number: 01543802010000

Owner's Name **LAKE TRAVIS BLUFF LP**

**Property Details**

Mailing Address: A TEXAS LIMITED PARTNERSHIP  
4605 POST OAK PLACE DR STE 120  
HOUSTON, TX 77027-9706

Location: 6200 COMANCHE TRL 78732

Legal: LOT 1 BLK A LAKE TRAVIS BLUFF

Deed Date: 04172006

Deed Volume:

Deed Page:

Exemptions:

Freeze Exempt: F

ARB Protest: F

Agent Code: 0

Land Acres: 18.5300

Block: A

Tract or Lot: 1

Docket No.:

Abstract Code: S17069

Neighborhood Code: \_RGN130

**Value Information**

**2009 Preliminary**

Land Value: 840,613.00

Improvement Value: 0.00

AG Value: 0.00

AG Productivity Value: 0.00

Timber Value: 0.00

Timber Productivity Value: 0.00

Assessed Value: 840,613.00

10% Cap Value: 0.00

Total Value: 840,613.00

Data up to date as of 2009-04-20

- AGRICULTURAL (1-D-1)
- APPOINTMENT OF AGENT FORM
- FREEPORT EXEMPTION
- HOMESTEAD EXEMPTION FORM (TIFF)
- HOMESTEAD EXEMPTION FORM (PDF)
- PRINTER FRIENDLY REPORT
- PROTEST FORM
- RELIGIOUS EXEMPTION FORM
- PLAY MAP
- PLAY MAP

**Value By Jurisdiction**

Entity Code	Entity Name	2008 Tax Rate	Assessed Value	Taxable Value	Market Value	Appraised Value
0A	TRAVIS CENTRAL APP DIST		840,613.00	840,613.00	840,613.00	840,613.00
03	TRAVIS COUNTY	0.412200	840,613.00	840,613.00	840,613.00	840,613.00
17	WCID NO 17	0.057500	840,613.00	840,613.00	840,613.00	840,613.00
2J	TRAVIS CO HEALTHCARE DIST	0.067900	840,613.00	840,613.00	840,613.00	840,613.00
52	TRAVIS CO ESD NO 6	0.100000	840,613.00	840,613.00	840,613.00	840,613.00
68	AUSTIN COMM COLL DIST	0.095400	840,613.00	840,613.00	840,613.00	840,613.00
69	LEANDER ISD	1.379240	840,613.00	840,613.00	840,613.00	840,613.00

**Improvement Information**

Improvement ID      State Category      Description

**Segment Information**

Imp ID	Seg ID	Type Code	Description	Class	Effective Year Built	Area
						Total Living Area: 0

**Land Information**

Land ID	Type Code	SPTB Code	Homesite	Size-Acres	Front	Depth	Size-Sqft
433256	LAND	C1	F	18.530	0	0	807,167

**Certified Value History**

Year	Jur	Entity Name	Assessed Value	Taxable Value
2008				
2008	0A	TRAVIS CENTRAL APP DIST	840,613.00	840,613.00
2008	03	TRAVIS COUNTY	840,613.00	840,613.00
2008	17	WCID NO 17	840,613.00	840,613.00
2008	2J	TRAVIS CO HEALTHCARE DIST	840,613.00	840,613.00
2008	52	TRAVIS CO ESD NO 6	840,613.00	840,613.00
2008	68	AUSTIN COMM COLL DIST	840,613.00	840,613.00
2008	69	LEANDER ISD	840,613.00	840,613.00
2007				
2007	0A	TRAVIS CENTRAL APP DIST	840,621.00	840,621.00
2007	03	TRAVIS COUNTY	840,621.00	840,621.00
2007	17	WCID NO 17	840,621.00	840,621.00
2007	2J	TRAVIS CO HEALTHCARE DIST	840,621.00	840,621.00

2007	52	TRAVIS CO ESD NO 6	840,621.00	840,621.00
2007	68	AUSTIN COMM COLL DIST	840,621.00	840,621.00
2007	69	LEANDER ISD	840,621.00	840,621.00
2006				
2006	0A	TRAVIS CENTRAL APP DIST	840,621.00	840,621.00
2006	03	TRAVIS COUNTY	840,621.00	840,621.00
2006	17	WCID NO 17	840,621.00	840,621.00
2006	2J	TRAVIS CO HEALTHCARE DIST	840,621.00	840,621.00
2006	52	TRAVIS CO ESD NO 6	840,621.00	840,621.00
2006	68	AUSTIN COMM COLL DIST	840,621.00	840,621.00
2006	69	LEANDER ISD	840,621.00	840,621.00
2005				
2005	0A	TRAVIS CENTRAL APP DIST	250,874.00	250,874.00
2005	03	TRAVIS COUNTY	250,874.00	250,874.00
2005	17	WCID NO 17	250,874.00	250,874.00
2005	2J	TRAVIS CO HEALTHCARE DIST	250,874.00	250,874.00
2005	52	TRAVIS CO ESD NO 6	250,874.00	250,874.00
2005	68	AUSTIN COMM COLL DIST	250,874.00	250,874.00
2005	69	LEANDER ISD	250,874.00	250,874.00
2004				
2004	0A	TRAVIS CENTRAL APP DIST	250,874.00	250,874.00
2004	03	TRAVIS COUNTY	250,874.00	250,874.00
2004	17	WCID NO 17	250,874.00	250,874.00
2004	2J	TRAVIS CO HOSPITAL DIST	250,874.00	250,874.00
2004	52	TRAVIS CO ESD NO 6	250,874.00	250,874.00
2004	68	AUSTIN COMM COLL DIST	250,874.00	250,874.00
2004	69	LEANDER ISD	250,874.00	250,874.00
2003				
2003	0A		250,874.00	250,874.00
2003	03		250,874.00	250,874.00
2003	17		250,874.00	250,874.00
2003	52		250,874.00	250,874.00
2003	68		250,874.00	250,874.00
2003	69		250,874.00	250,874.00
2002				
2002	0A		840,621.00	840,621.00
2002	03		840,621.00	840,621.00
2002	17		840,621.00	840,621.00
2002	52		840,621.00	840,621.00
2002	68		840,621.00	840,621.00
2002	69		840,621.00	840,621.00
2001				
2000				

AFTER RECORDING RETURN TO:

\*\*\*\*\* Bank of Houston  
800 Bering Drive  
Houston, TX 77057

01-5110206-GP/Ag

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**THIS DEED OF TRUST IS ALSO TO BE RECORDED IN THE REAL PROPERTY RECORDS AS A "FIXTURE FILING," AS DEFINED IN TEXAS UNIFORM COMMERCIAL CODE SECTION 9-102(a)(40); IT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES. THE NAMES AND ADDRESSES OF THE DEBTOR (GRANTOR) AND THE SECURED PARTY (BENEFICIARY) ARE SET FORTH BELOW.**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED OF TRUST AND SECURITY AGREEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That the undersigned, **LAKE TRAVIS BLUFF, LP, a Texas limited partnership**, with principal offices at 4605 Post Oak Place, Suite 120, Houston, Texas 77027 (hereinafter called "Grantor"), in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** cash in hand paid by Alan J. Cott, Trustee (hereinafter called "Trustee"), the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinafter mentioned, has **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto the Trustee, and unto the successor or substitute Trustee hereinafter provided, the following property situated in Travis County, Texas:

Lot One (1), Block A, of **COMANCHE TRAIL BUSINESS PARK**, a subdivision in Travis County, Texas, according to the map or plat recorded under Document Number 200100094 in the Plat Records of Travis County, Texas,

together with all buildings and other improvements thereon and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or hereafter installed, located or used on the above described property or the improvements thereon, including, but not limited to: (i) irrigation and drainage equipment, and (ii) all surface and underground water rights, drainage rights, wastewater capacity reservations, utility letters, renewal letters, permits, reservations, capital recovery charge receipts or any other document of instrument relating to the furnishing of utilities to and on the above-described property or any portion thereof (including, without limitation, water supply, sewage, gas, electric and telephone facilities) (the property described in this subparagraph (ii) is referred to in this

TRAVIS COUNTY



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Deed of Trust as the "Utility Rights"), and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property; all rents, revenues, bonus money, royalties, rights and benefits accruing to the Grantor under all present and future oil, gas and mineral leases on any part of the above described property; and all the estate, right, title and interest of every nature whatsoever of the Grantor in and to all of the foregoing and every part and parcel thereof.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which are hereinafter called the "Premises") unto the Trustee, and his successors or substitutes forever; and the Grantor hereby binds itself, its successors, assigns and legal representatives, to warrant and forever defend title to said Premises unto the Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

#### ARTICLE I

This conveyance is made in trust on the following trusts, terms and conditions, and for the purpose of securing and enforcing the payment and performance of the following (hereinafter called the "Obligations"): (a) the payment of that certain Promissory Note (the "Note") of even date herewith, in the maximum principal sum of **\$4,500,000**, executed by the Grantor and payable to the order of **BANK OF HOUSTON**, whose address is 750 Bering Drive, Suite 100, Houston, Texas 77057 (hereinafter, together with any subsequent transferee, assignee, holder, or owner of the Obligations, called the "Beneficiary"), (b) any and all renewals, extensions for any period, modifications, amendments, enlargements or rearrangements of the Note; (c) the performance of all Obligations of the Grantor under this Deed of Trust; (d) all other sums of money which may be hereafter paid or advanced by or on behalf of the Beneficiary under the terms and provisions of this Deed of Trust; (e) any additional loans made by the Beneficiary to the Grantor (it being contemplated that the Beneficiary may lend additional sums to the Grantor from time to time, but shall not be obligated to do so, and the Grantor hereby agrees that any such additional loans shall be secured by this Deed of Trust); and (f) any and all other indebtedness, obligations and liabilities of any kind of the Grantor to the Beneficiary, now and hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise, or direct or indirect, including indebtedness, obligations and liabilities to the Beneficiary of the Grantor as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantor as principal, endorser, guarantor, accommodation party or otherwise, and whether originally contracted with the Beneficiary or acquired by the Beneficiary pursuant to a loan participation agreement or otherwise.

\$ 4.5 million loan  
but TCAD value \$ 840,613  
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