

## DEVELOPMENT AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This Development Agreement (the "Agreement"), effective as of October 25, 2005 (the "Effective Date"), is made and entered into by and among:

1. The City of Pflugerville, Texas (the "City"), a municipal corporation situated in Travis County, Texas, acting by and through its duly authorized City Manager, as authorized by specific action of its City Council; and

2. 130 Cactus Investment, LP, a Texas limited partnership (the "Landowner") and Tejas Viejo Land Company, a Texas corporation ("Development Partner").

### RECITALS

A. The Landowner currently owns or has under contract approximately 1,500 acres of land as described on **Attachment "A"** attached hereto (the "Property"), the majority of which lies entirely within the City's corporate limits or extraterritorial jurisdiction ("ETJ").

B. The Property is comprised of more than one tract of land. One tract, known as "Cactus" is approximately 500 acres and is described on **Attachment "B"** attached hereto (the "Cactus Tract"); another, known as "Wildpflower" is approximately 1,000 acres and is described on **Attachment "C"** attached hereto (the "Wildpflower Tract").

C. The Development Partner presently intends to develop the Cactus Tract into approximately 1,088 single-family homes that average 2,200 square feet in size on lots that average 7,700 square feet in size. The Development Partner presently intends to develop the Wildpflower Tract into approximately 3,000 single-family homes that average 2,200 square feet in size on lots that average 7,700 square feet in size.

D. Out of the Cactus Tract, the Development Partner presently intends to dedicate approximately 93.5 acres of parkland to the City, including approximately 60.8 acres within the floodplain. Out of the Wildpflower Tract, the Development Partner presently intends to dedicate approximately 391.9 acres of parkland to the City, including 298.38 acres within the floodplain.

E. The City has annexed the Cactus Tract into the City for full purposes.

F. The Cactus Tract can be further divided between that portion that is

intended to be substantially developed for residential uses, as described on **Attachment "D"** attached hereto (the "Cactus Residential Property"), and that portion that is intended to be substantially developed for commercial, retail and business uses, as described on **Attachment "E"** attached hereto (the "Cactus Commercial Property").

G. The Wildpflower Tract can be further divided between that portion that is intended to be substantially developed for residential uses, as described on **Attachment "F"** attached hereto (the "Wildpflower Residential Property," together with the Cactus Residential Property, the "Residential Property"), and that portion that is intended to be substantially developed for commercial, retail and business uses, as described on **Attachment "G"** attached hereto (the "Wildpflower Commercial Property," together with the Cactus Commercial Property, the "Commercial Property").

H. The Development Partner desires to petition the Texas Commission on Environmental Quality (the "TCEQ") for the creation of a series of municipal utility districts (the "MUDS"), governed pursuant to Chapter 54, Texas Water Code, to serve the Cactus Residential Property and the Wildpflower Residential Property. The first municipal utility district is planned to be Travis County Municipal Utility District No. 17 ("MUD 17") which shall consist of the Cactus Residential Property and approximately 237.56 acres, known as the Bohls North Tract, as described on **Attachment "H"** attached hereto (the "Bohls North Tract").

I. The Development Partner desires to include the Commercial Property in a municipal management district (an "MMD"), governed pursuant to Chapter 375, Texas Local Government Code.

J. The City desires to consent, with certain conditions, to the creation of the MUDS, as provided by Sec. 42.042, Texas Local Government Code, and Sec. 54.016, Texas Water Code.

K. The Development Partner and the City desire that the property within the MUDS initially be in the City's ETJ. The Development Partner and the City desire that the City and the boards of directors of the MUDS, once created, enter into strategic partnership agreements which provide a timeframe and method for the eventual annexation of the property within the MUDS into the City.

L. The City and the Development Partner desire that the Commercial Property shall remain within or shall be annexed into the City's corporate limits.

M. The Development Partner acknowledges that, after creation of a MUD, the City may immediately annex, for limited purposes only, all or part of MUD 17 and the Wildpflower Tract.

N. The City desires to provide retail sanitary sewer, solid waste, and to the extent possible, retail water service to the Residential Property.

O. The City desires a regional wastewater treatment plant to serve the area east of State Highway 130 and the area in and around the Cactus Tract and the Wildpflower Tract.

P. The Development Partner has applied for the wastewater discharge permit necessary to serve the Property and desires to participate in the permitting, design, funding and construction of a regional wastewater treatment plant. The Development Partner is making available to the City experts and data from which the City and the Development Partner may mutually determine the adequate size of the regional treatment plant and its site.

Q. The parties also have reached agreement concerning the development of the Property and construction of certain facilities.

R. The City and the Development Partner have determined that they are authorized by the Constitution and laws of the State of Texas, including Subchapter G, Chapter 212, Texas Local Government Code, to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

For and in consideration of the premises and the mutual agreements, covenants and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows, to wit:

**ARTICLE I**  
**CONSENT TO CREATION OF**  
**MUNICIPAL UTILITY DISTRICTS**

A. The City consents to the creation of MUD 17. MUD 17 shall include the Cactus Residential Property and the Bohls North Tract. Contemporaneously with the adoption of a resolution authorizing execution of this Agreement, the City agrees to adopt a resolution (the "Consent Resolution") substantially in the form as **Attachment "I"** attached hereto. Attached as Exhibit "B" to the Consent Resolution are the City's conditions for the creation of MUD 17 (the "MUD Consent Conditions").

B. The City consents to the creation of up to six MUDS on the Wildpflower Residential Property. Contemporaneously with the adoption of a resolution authorizing execution of this Agreement, the City agrees to adopt a Consent Resolution with MUD Consent Conditions attached thereto for the MUDS substantially in the form as **Attachment "I,"** with appropriate changes to be for up to six MUDS on the Wildpflower Residential Property.

ARTICLE II  
MUNICIPAL MANAGEMENT DISTRICT

At the option of the Development Partner, and with the consent of the City, the Development Partner may file a petition to include the Cactus Commercial Property within the municipal management district created by Senate Bill 1836, approved by the 79<sup>th</sup> Legislature of the State of Texas in 2005 ("Pflugerville MMD"). All references to obligations of the MMD in this Agreement shall only have effect if the Cactus Commercial Property is annexed into the Pflugerville MMD.

ARTICLE III  
DE-ANNEXATION AND ANNEXATION OF PROPERTY BY THE CITY

A. The City agrees to de-annex the Cactus Residential Property from the City on or about November 22, 2005.

B. The Landowner consents to the annexation of the Wildpflower Commercial Property as shown on **Attachment "G"** and other areas as described in Article VII, Paragraph E and agrees to submit a petition requesting such annexation.

C. The Landowner consents to the annexation, for limited purposes only, of the Residential Property and agrees to submit a petition requesting such limited purpose annexation, within 30 days of receipt of a request from the City.

D. Pursuant to Section 43.148 of the Texas Local Government Code, upon disannexation of the Cactus Residential Property (the "Affected Land"), the City becomes obligated to refund to the Landowner certain property taxes and fees collected from the Landowner by the City during the period that the Affected Land was part of the City. The Landowner and the City have agreed that, pursuant to the terms of this Agreement, the City has satisfied the above-described statutory obligation in the form of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Landowner.

ARTICLE IV  
ISSUANCE OF BONDS BY DISTRICTS

A. Pursuant to the Consent Conditions, the MUDS may issue unlimited tax bonds and refunding bonds as permitted by law by the applicable rules of the TCEQ. The City hereby consents to the issuance of such bonds.

B. The MUDS agree that they shall issue bonds only for the purposes and in the manner provided by the applicable rules of the TCEQ and as permitted in the Consent Conditions. The MUDS shall submit to the City Manager of the City for City staff review a copy of the bond application, including the engineering report, at the time

the MUD submits the same to the TCEQ. After the issuance of bonds, the MUDES shall submit to the City Manager of the City a copy of the official statement for the bonds.

C. The MUDES shall proceed to obtain the necessary authorization for and to issue their bonds for the financing of the acquisition or construction of facilities, improvements, and other property or rights to serve the property within their boundaries, including but not limited to water (including facilities necessary to provide fire flows), sanitary sewer, drainage, fire-fighting and parks and recreational facilities, services, and contract rights (collectively, the "MUD Facilities") to the extent and as permitted by laws applicable to the MUDES and the rules of the TCEQ.

## ARTICLE V CONSTRUCTION AND ACQUISITION OF FACILITIES

A. In accordance with the Consent Conditions, the MMD and the Development Partner shall cause to be designed and constructed or acquired additional water, sewer, drainage, parks and recreational, and road facilities to serve the Cactus Commercial Property (the "MMD Facilities").

B. The Development Partner shall design, construct and acquire, or cause the MUDs to design, construct and acquire, the MUD Facilities (as defined in Article IV) to serve the area within the MUDES.

C. The Development Partner shall designate one of the MUDES as the Master District (the "Master District"). The Development Partner agrees to design and construct, or cause the Master District to design and construct, a regional wastewater treatment plant (the "WWTP"). The WWTP may be designed and constructed in phases, but shall ultimately have sufficient capacity to serve the Property and future development in the City and its ETJ. The Development Partner shall provide engineering data to demonstrate that the proposed ultimate size of the WWTP and the site for the WWTP are adequate to serve the area. Development Partner shall use reasonable efforts to have a temporary plant or the first phase of the WWTP completed and operational by December 1, 2007, subject to any force majeure extensions or delays caused by any regulatory or similar delay. The Master District, the other MUDES, the MMD and the City shall enter into a separate agreement regarding the financing, construction, location and size, operation and maintenance of the WWTP. The Master District will issue bonds to pay for the WWTP or reimburse the Development Partner for funds advanced therefor. Each of the MUDES, the MMD and the City will pay its pro rata share of: (i) the debt service requirements for such bonds, (ii) the operation and maintenance expenses of the WWTP and (iii) the design and construction of the WWTP. Upon completion of each phase of the WWTP, the Development Partner and/or the MUDES and the MMD shall convey to the City such phase of the WWTP to the City for ownership of the WWTP by the City. The City, in its sole discretion, will decide if it or the Master District will operate and maintain the WWTP. Such facilities

shall be conveyed free and clear of all liens and encumbrances, but subject to the Development Partner's rights of reimbursement from the MUDS and the MMD for funds advanced by the Development Partner to the MUDS and the MMD, if any, with respect thereto. The property within the MUDS and the MMD shall have reserved to it all capacity funded by the Development Partner or the MUDS and the MMD in the WWTP. The conveyance instrument shall be in the form as **Attachment "J"** attached hereto. The parties shall enter into an agreement consistent with this Section providing for mutually agreeable terms relating to the operation and maintenance of the WWTP as soon as is practicable following the creation of the Master District. The Development Partner and the MUDS have the first priority right to use the treated effluent from the WWTP attributable to the Property for any purpose, including irrigation.

D. Prior to the completion of the WWTP, the Master District may provide wastewater treatment services using a temporary plant. The Development Partner agrees that prior to the commencement of the construction of the first phase of the WWTP and before the area is included in the City's impact fee capital improvements program and an impact fee is established for the WWTP, it will escrow \$1,362 per lot for the sole purpose of designing and constructing the first phase of the WWTP (the "WWTP Escrow Payments"). The WWTP Escrow Payments for a lot shall be made by the Development Partner within five days after the City's approval of the final plat for the lot. WWTP Escrow Payments collected shall be deposited into a segregated fund and the City and the Development Partners shall enter into a mutually agreeable escrow agreement that provides, at a minimum, that the City and/or the Development Partner may withdraw funds to pay any costs it incurs to design or construct any phase of the WWTP. The WWTP Escrow Payments may not be used to fund the temporary plant. While WWTP Escrow Payments are being paid and collected, the City shall not charge a sewer impact fee on the Property. After the area is included in the City's impact fee capital improvements program and an impact fee is established for the WWTP, for new platted lots, the Development Partner shall cease payment of the WWTP Escrow Payments and shall instead pay the established City Wastewater Impact Fee. The impact fee for a lot shall be paid by the Development Partner within five days after the City's approval of the final plat for the lot.

#### ARTICLE VI

#### **OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES**

A. Upon completion of the MUD Facilities, the Development Partner and/or the MUDS shall convey to the City the MUD water and sanitary sewer facilities and contract rights related thereto (but not other MUD Facilities such as drainage and parks and recreational facilities) to the City for ownership, operation and maintenance of such facilities by the City. The MUD facilities shall be conveyed free and clear of all liens and encumbrances, but subject to the Development Partner's rights of reimbursement from the MUDS for funds advanced by the Development Partner to the

MUD, if any, with respect thereto. The City shall provide retail water and wastewater service (unless retail water service is provided by Manville Water Supply Corporation) to the customers within the MUDS at a rate determined by the City for similarly situated areas. If the City is the retail water service provider, the City may charge a water impact fee. The Residential Property shall have reserved to it all capacity funded by the Development Partner or the MUDS in any conveyed facilities. The conveyance instrument shall be in the form as **Attachment "J"** attached hereto.

B. In conjunction with the provision of retail water and wastewater service, the City shall provide residential solid waste pick-up to the customers within the MUDs at a rate determined by the City for similarly situated areas.

C. Upon completion of components of the MMD Facilities for the provision of water, sanitary sewer, and drainage services, the Development Partner and/or the MMD shall convey to the City the MMD water and sanitary sewer facilities and contract rights related thereto (but not other MMD Facilities such as drainage and parks and recreational facilities) for ownership, operation and maintenance of such facilities by the City. Such facilities shall be conveyed free and clear of all liens and encumbrances, but subject to the Development Partner's rights of reimbursement from the MMD for funds advanced by the Development Partner to the MMD, if any, with respect thereto. The City shall provide retail water and wastewater service to the customers within the MMD at inside-city rates and shall charge water or sewer impact fees in accordance with the City's ordinances. The Commercial Property shall have reserved to it all capacity funded by the Development Partner or the MMD in any conveyed facilities. The conveyance instrument shall be in the form as **Attachment "J"** attached hereto, with appropriate changes for use by the MMD instead of MUD 17.

D. The Development Partner agrees to cooperate with the City to try to facilitate a wholesale water supply contract between the City and Manville Water Supply Corporation ("Manville") to serve MUD 17 and the Wildpflower Tract.

E. On an annual basis, the MUDS shall file a copy of their annual audits and a copy of their proposed budget for the following year showing expenses, income and revenue, with the City Manager of the City.

**ARTICLE VII**  
**STRATEGIC PARTNERSHIP AGREEMENTS**  
**AND ANNEXATION OF DISTRICTS BY THE CITY**

A. The Development Partner and the City agree that they will take all actions necessary or appropriate to cause the City and each of the MUDS to enter into separate strategic partnership agreements (the "Strategic Partnership Agreements") pursuant to Chapter 43, Texas Local Government Code, substantially in the form as **Attachment "K"** attached hereto. As part of this Agreement and the Strategic Partnership

Agreements, the City agrees not to annex each MUD for full purposes until the earlier of fifteen years after the date of closing on the MUD's first series of bonds or the completion of design and construction of 90% of the MUD water, sanitary sewer and drainage facilities and the issuance of bonds for payment of such facilities or reimbursement of moneys advanced therefor.

B. Additionally, the Strategic Partnership Agreements shall allow the City to annex any property within the MUDS for limited purposes and to levy and collect sales taxes on such property. The City may use the sales taxes collected on such property for any lawful purpose.

C. The parties hereto acknowledge and agree that the Wildpflower Residential Property lies, and will continue to lie, wholly within the ETJ of the City; is not bordered by another city, town, or village; and is not currently anticipated to be scheduled for annexation by the City in accordance with any annexation plan of the City. The parties further acknowledge that one of the purposes of this Agreement is to promote the orderly development and extension of City services to the Wildpflower Residential Property.

D. The parties hereto acknowledge and agree that after the de-annexation of the Cactus Residential Property as described in Article III of this Agreement, the Cactus Residential Property will lie, and will continue to lie, wholly within the ETJ of the City; is not bordered by another city, town, or village; and is not currently anticipated to be scheduled for annexation by the City in accordance with any annexation plan of the City. The parties further acknowledge that one of the purposes of this Agreement is to promote the orderly development and extension of City services to the Cactus Residential Property.

E. In furtherance of the purposes of this Agreement, the Development Partner and its successors and assigns, covenant and agree to the extent allowed by law that, except as otherwise described in this Agreement or upon written consent of the City Council of the City, it will not: (1) seek or support any effort to incorporate the Residential Property, or any part thereof; or (2) sign, join in, associate with or direct to be signed any petition seeking to incorporate the Residential Property, or any part thereof, or to include any of such property within the boundaries of the City or any other incorporated entity.

F. The Development Partner agrees that it will work with the City to identify a strip of the Wildpflower Residential Property and to not include such strip in the MUDS. A proposed drawing of such strip is shown on **Attachment "L"**. Such strip of property shall be sufficient, under current state law, to provide access to the City for the future annexation of property in the area, other than the Wildpflower Tract. The Development Partner will use its best efforts to ensure that no residential lots are split



between the strip and the MUDS. Development Partner and Landowner shall request annexation of the strip before creation of the MUDS.

ARTICLE VIII  
LAND AND EASEMENT COSTS

Land, easements, and rights-of-way within the Property owned by the Development Partner needed for construction of any MUD Facilities or MMD Facilities shall be dedicated to the City, or the MUDS, as appropriate, by Development Partner, its successors or assigns, subject to reimbursement to the Development Partner for the costs of such land plus interest in accordance with state law and the rules of the TCEQ.

ARTICLE IX  
LAND USE AND DEVELOPMENT

A. The parties agree that the Land Plan for the Cactus Tract as shown in **Attachment "M-1"** attached hereto (the "Cactus Land Plan") and the Land Plan for the Wildpflower Tract as shown in **Attachment "M-2"** attached hereto (the "Wildpflower Land Plan"), as the same may be amended from time to time with the concurrence of a majority of the City Council of the City and the Development Partner, its successors and assigns, is the agreed plan for development of the Property. Provided, however, that the Development Partner shall file an application for an Alternate Land Use Regulation (ALUR) (or, at the option of the City, shall apply for appropriate approvals and variances through the City's platting process) for the MUD 17 property under the City's ordinances and regulations and obtain approval of such application within 180 days of the date of this Agreement, and if the Development Partner does not obtain such approval within the 180 days, all single family residential lots within MUD 17 must be a minimum of 9,000 square feet. The parties agree to enter into a more definitive Wildpflower Land Plan at a future time, subject to City Council approval. The Development Partner further agrees that MUD 17 and the Wildpflower Tract shall be subject to the City's proposed residential housing quality standards, which are currently being prepared by City staff for adoption by the City.

Development Partner shall provide a more definitive Wildpflower Land Plan within 180 days of the date of this Agreement. If such Wildpflower Land Plan is not approved by the City Council within six months of the date of this Agreement, then the consent to creation of the MUDS on the Wildpflower Tract shall expire and be null and void and the Development Partner shall be required to negotiate a new consent agreement with the City before any MUDS may be created on the Wildpflower Tract.

The Parties agree that the Cactus Land Plan and the Wildpflower Land Plan attached hereto as **Attachments M-1 and M-2** and the more definitive Wildpflower Land Plan to be submitted by the Development Partner do not constitute and shall not be construed to be a "permit" as defined in Chapter 245 of the Texas Local Government

Code and that, as of the date of this Agreement, the City has not issued any permits, as defined by Chapter 245, with respect to development of either the Cactus Tract, the Bohls North Tract or the Wildpflower Tract.

B. The Development Partner agrees to pay to the City an infrastructure fee of \$1,200 per lot within the Residential Property (the "Infrastructure Fee"). Infrastructure Fees shall be paid by the Development Partner on a section by section basis, when the Development Partner receives reimbursement from the bond proceeds of the MUDS for each section's internal water, wastewater and drainage facilities. Infrastructure Fees collected shall be deposited into a segregated fund of the City to be used first for the design and construction of Pecan Street from State Highway 130 to Weiss Lane/Cameron Road and second for Pecan Street from Weiss Lane/Cameron Road east to the end of the Project and third for the design and construction of Weiss Lane through the Wildpflower Tract in addition to the first two lanes, which will be constructed or cause to be constructed by the Development Partner at no cost to the City. If the Development Partner, with prior written approval or agreement of the City, designs and constructs, or contributes to the design and construction of those portions of Pecan Street and Weiss Lane in accordance with the City's regulations for construction of such roads, but not required by the City's subdivision ordinance to be constructed by the Development Partner, the Development Partner shall be reimbursed from the fund the amount of money contributed by the Development Partner to Pecan Street and Weiss Lane.

C. The City agrees to dig a reservoir to accommodate a fishing pier and to construct a fishing pier. The Development Partner has the right to approve the plans and specifications of the fishing pier, which approval shall not be unreasonably withheld. The Development Partner agrees to contribute up to \$20,000 towards the actual cost to design and construct the fishing pier. The City agrees that the fishing pier shall be open to the public.

D. The Development Partner agrees to create one or more homeowners associations to serve the Residential Property. The Development Partner acknowledges and agrees that the City will not approve a final plat until a homeowners association has been established for the area of the plat. Owners of property within the homeowners associations shall be required to pay dues to such homeowners associations. Such homeowners associations shall be required to maintain the landscaping and other private improvements on its property and in public rights-of-way and subdivision signage and shall be required to enforce covenants, conditions and restrictions after full purpose annexation of the applicable MUD by the City.

E. The Development Partner agrees that the Commercial Property shall be used for retail, commercial and business purposes that pay property taxes to the City.

F. The Development Partner acknowledges and agrees that the Wildpflower Tract will need to go through the City's Alternate Land Use Regulation (ALUR) process prior to platting and that platting of the Wildpflower Tract will be through the resulting ALUR agreement.

**ARTICLE X**  
**SEVERABILITY AND ENFORCEABILITY**

The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

**ARTICLE XI**  
**ASSIGNMENT OF AGREEMENT**

Development Partner, its successors and assigns, may from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the Property. Upon approval by the City of the assignee or assignees, which approval shall not be unreasonably withheld or delayed, and provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. The City shall not assign this Agreement without written consent of the Development Partner. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a party hereto, whether judicial or non-judicial.

**ARTICLE XII**  
**TERM OF AGREEMENT**

This Agreement shall be effective from the Effective Date and shall continue in effect until all of the MUDS are annexed and dissolved by the City.

**ARTICLE XIII**  
**BENEFITS OF AGREEMENT**

This Agreement is for the benefit of the City, the Landowner and the Development Partner, their successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein.

ARTICLE XIV  
DEVELOPMENT PARTNER

Landowner has designated TEJAS VIEJO LAND COMPANY as its development agent for purposes of this Agreement. Until further notice is provided by the Landowner to the City, said agent has the limited right, pursuant to other agreements between those parties, to act as the developer of the Property.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CITY OF PFLUGERVILLE

ATTEST:

Karen Thompson  
City Secretary

By: David Buesing  
Name: David Buesing  
Title: City Manager  
Date May 9, 2006

130 CACTUS INVESTMENT, LP

BY: CIGNEN, LLC, General  
Partner

BY: Andrew Labin

NAME: DOUGLAS KADISON

TITLE: President

DATE: 4-12-06

TEJAS VIEJO LAND COMPANY

BY: Wayne L. Rea, II

NAME: WAYNE L. REA, II

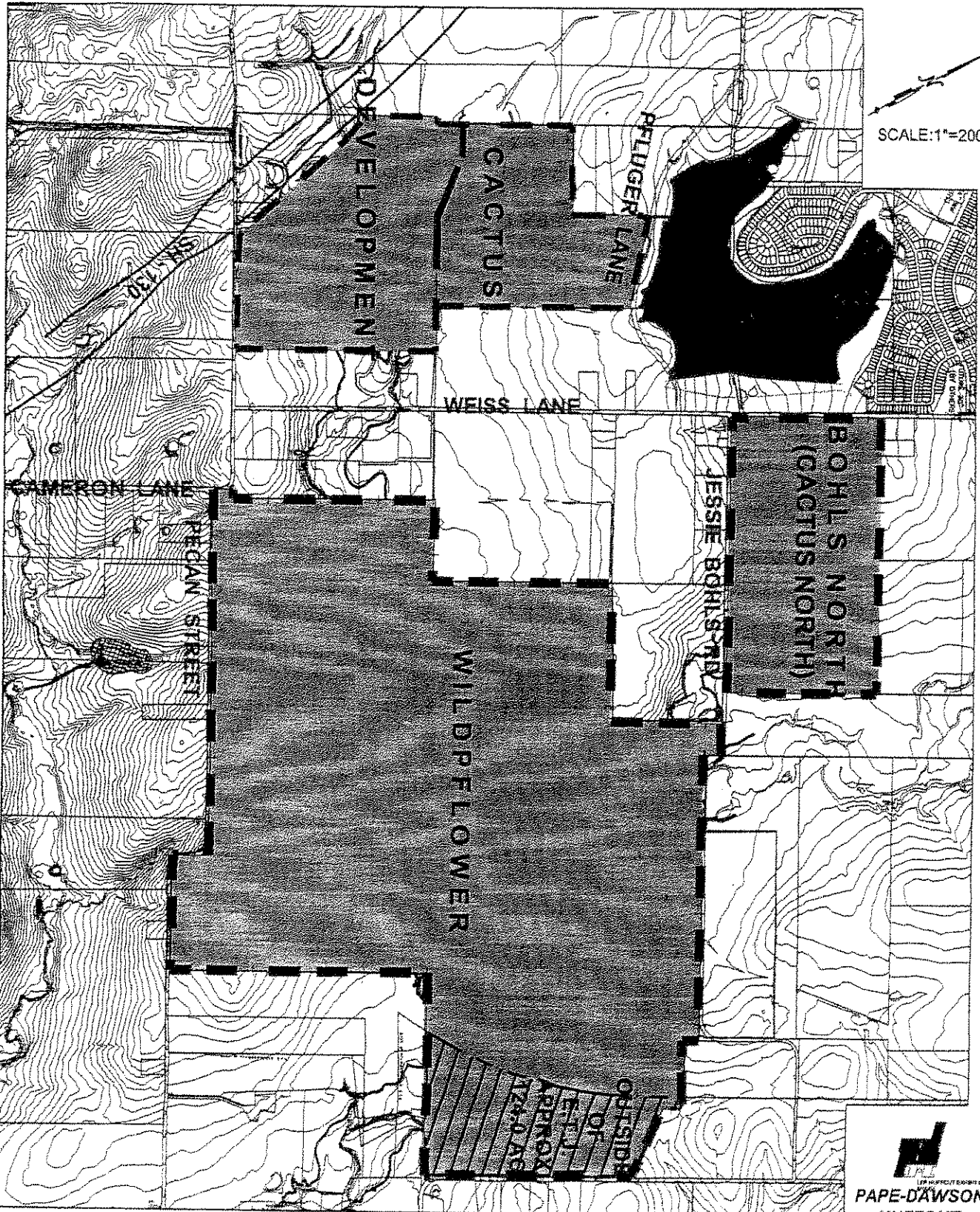
TITLE: Pres.

DATE: 4-12-06

## Attachments

- A Acreage under contract
- B Cactus Tract
- C Wildpflower Tract
- D Cactus Residential Property
- E Cactus Commercial Property
- F Wildpflower Residential Property
- G Wildpflower Commercial Property
- H Bohls North Tract
- I Consent Resolution with Conditions
- J Conveyance Instrument
- K Strategic Partnership Agreement
- L Buffer Strip
- M-1 Cactus Conceptual Plan and Bohls North Conceptual Plan
- M-2 Wildpflower Conceptual Plan

# ATTACHMENT "A"



## THE PROPERTY



**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**

7800 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78767  
512-454-8711  
FAX 512-459-8867

# ATTACHMENT "B"

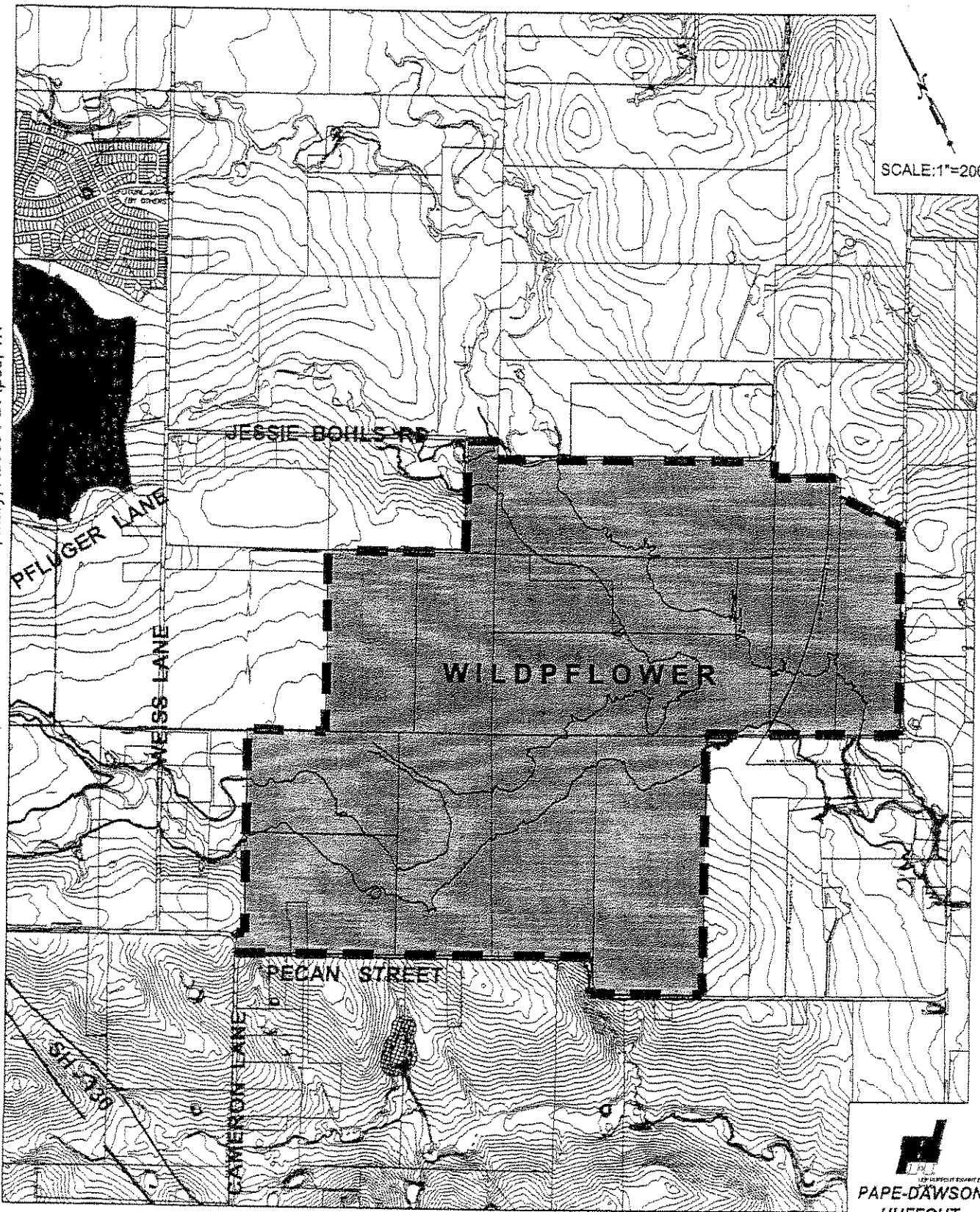


## CACTUS DEVELOPMENT TRACTS


  
**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**  
7800 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-454-8711  
FAX 512-458-8887



# ATTACHMENT "C"



## WILDPFLOWER TRACTS


  
**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**  
7800 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-464-8111  
FAX 512-459-8867

F:\531\dwgs\exhibits\Overall\ALUR Exhibits 7-8-05.dwg, Attachment C, 7/11/2005 3:20:30 PM, maly, Adobe PDF .pc3, 1:1

# ATTACHMENT "D"

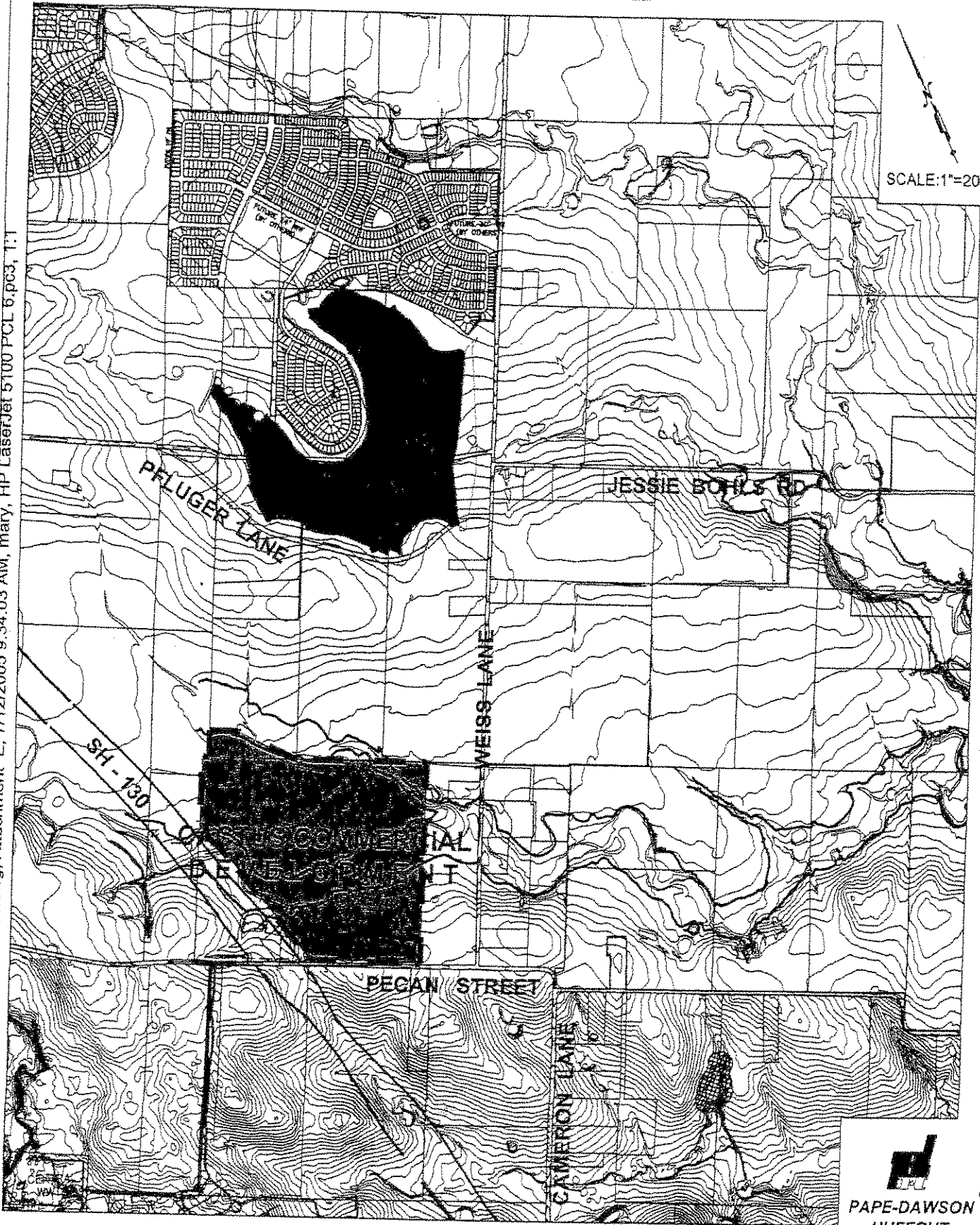


## CACTUS RESIDENTIAL PROPERTY

  
PAPE-DAWSON  
HUFFCUT  
ENGINEERS  
7800 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-494-8711  
FAX 512-459-8867

F:\1531\dwgs\exhibits\Overhaul\ALUR Exhibits 7-8-05.dwg, Attachment D, 7/11/2005 3:27:36 PM, nary, Adobe PDF.pc3, 1:1

# ATTACHMENT "E"



SCALE: 1"=2000'

I:\03 new\stx\p101st\over\all\ALUR Exhibit 7-8-05.dwg, Attachment E, 7/12/2005 9:34:03 AM, may, HP LaserJet 5100 PCL 6.pc3, 1:1

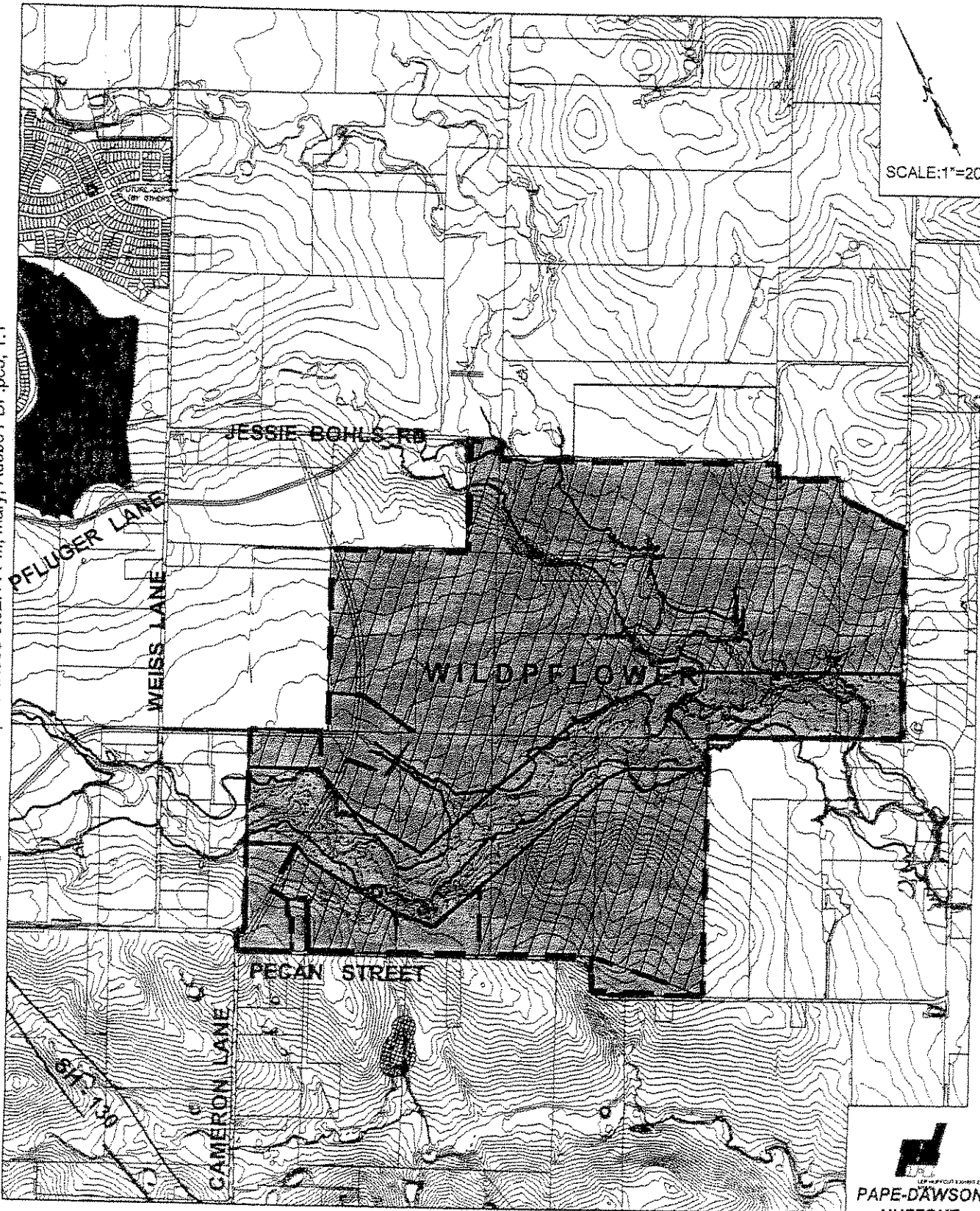
## CACTUS COMMERCIAL DEVELOPMENT



**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**

7800 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-454-8711  
FAX 512-459-8867

# ATTACHMENT "F"



SCALE: 1"=2000'

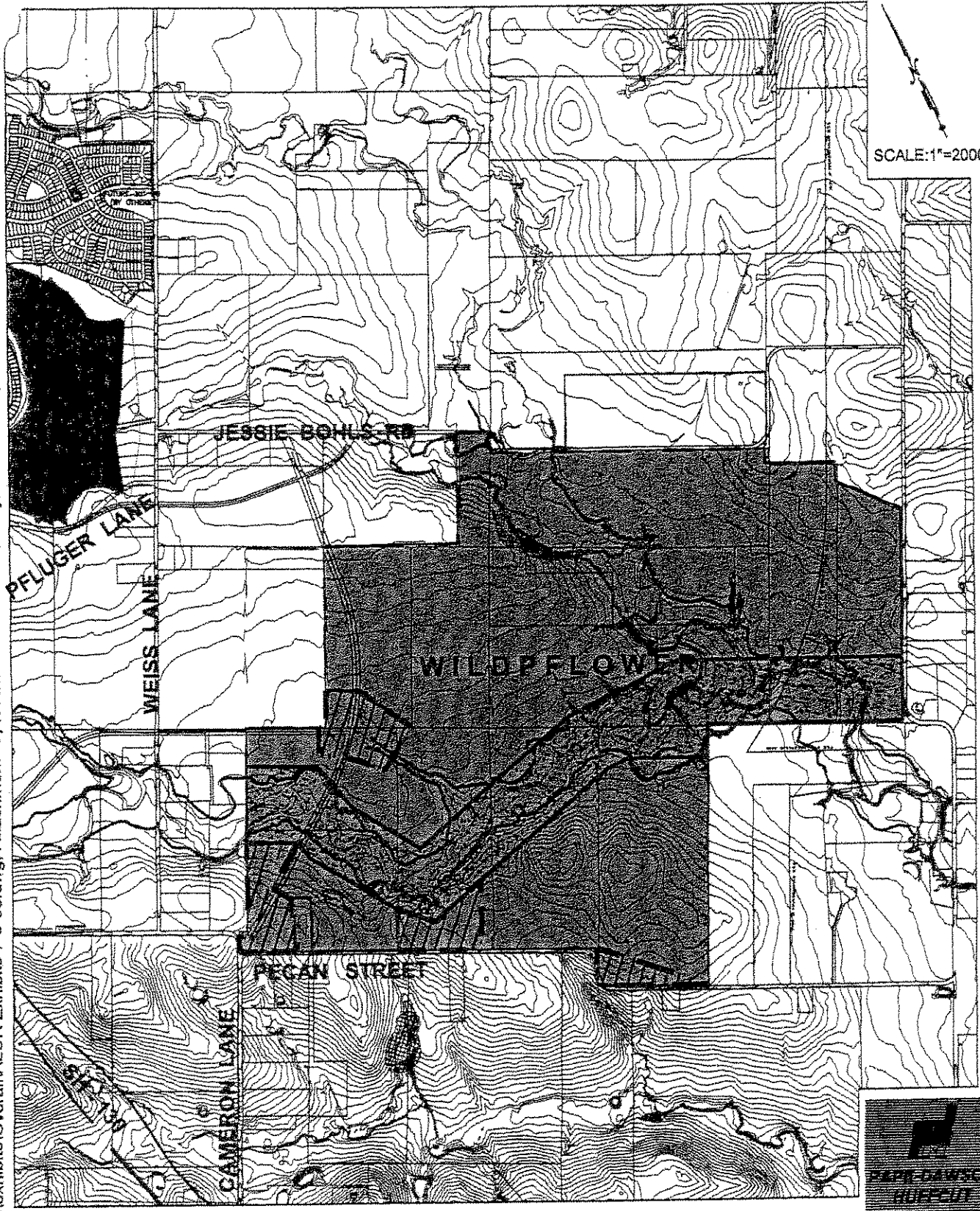
## WILDFLOWER RESIDENTIAL



**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**

7600 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-454-8711  
FAX 512-459-8867

# ATTACHMENT "G"



SCALE: 1"=2000'

## WILDPFLOWER COMMERCIAL

**PAPP-GAWSON  
HOFFCUT  
ENGINEERS**  
10000 10th Street  
Dallas, Texas 75243  
972-443-1111  
www.pgh.com

FR15311dwgs\exhibits\Overall\ALUR Exhibits 7-8-05.dwg, Attachment G, 7/17/2005 4:37:01 PM, maly, Adobe PDF.pc3, 1:1

# ATTACHMENT "H"



SCALE: 1"=2000'

**BOHLS NORTH  
(CACTUS NORTH)**

JESSIE BOHLS RD

PFLUGGER LANE

WEISS LANE

PECAN STREET

CAMERON LANE

SH 130

## BOHLS NORTH PROPERTY

  
**PAPE-DAWSON  
HUFFCUT  
ENGINEERS**  
7600 SHOAL CREEK BLVD.  
SUITE 253 EAST  
AUSTIN, TEXAS 78757  
512-464-6711  
FAX 512-459-8867

RESOLUTION NO. 889-06-07-25-10C

A RESOLUTION CONSENTING TO THE CREATION OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17; IMPOSING CERTAIN CONDITIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Pflugerville, Texas, received a Petition for Consent to the Creation of a Municipal Utility District (to be known as Travis County Municipal Utility District No. 17) encompassing 399.73 acres located in the City's extraterritorial jurisdiction, a copy of which Petition is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code provide that land within a City's extraterritorial jurisdiction may not be included within a municipal utility district without such City's consent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:


SECTION 1: That the City Council of the City of Pflugerville, Texas, hereby grants its written consent to the creation of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17 on 399.73 acres of land, as described in the Petition attached hereto as Attachment "A".

SECTION 2: That the City Council of the City of Pflugerville, Texas, officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City of Pflugerville, Texas, for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code; and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council of the City of Pflugerville, Texas, further ratifies, approves, and confirms such written notice and the contents and posting thereof.

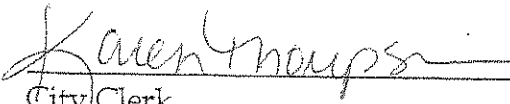
SECTION 3: That the City Council of the City of Pflugerville, Texas, hereby specifically imposes the conditions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 25 day of July, 2006.

  
\_\_\_\_\_  
Mayor Pro-Tem, Carl J. Larosche  
City of Pflugerville, Texas

ATTEST:

  
\_\_\_\_\_  
City Clerk

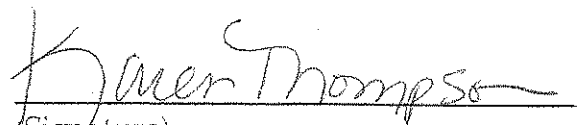


STATE OF TEXAS           §  
  §    CERTIFICATE TO COPY OF PUBLIC RECORD  
COUNTY OF TRAVIS       §

I hereby certify, in the performance of the functions of my office, that the attached instrument is a full, true and correct copy of Resolution No. 889-06-07-25-10C as the same appears of record in my office and that said document is an official record from the public office of the City Secretary of the City of Pflugerville, Travis County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Pflugerville, that I have legal custody of said record(s), and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 5th day of September, 2006.

  
(Signature)

(CITY SEAL)

City Secretary  
(Title)

Travis  
County, State of Texas

## Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Pflugerville, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, and parks and recreational facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as the District may specify) without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Pflugerville, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Pflugerville, Texas, has given its written consent by resolution of the City Council to such addition or annexation.

(b) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and Development Partners will submit to the Director of Public Works and the City Engineer of The City of Pflugerville, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Pflugerville, Texas. All water service lines and

sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with The City of Pflugerville, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Pflugerville, Texas; and during the progress of the construction and installation of such facilities, the Director of Public Works and the City Engineer of the City of Pflugerville, Texas, or his/her designated representative, may make periodic on-the-ground inspections.

PETITION FOR CONSENT TO THE CREATION  
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
PFLUGERVILLE, TEXAS:

The undersigned (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Pflugerville, Texas, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 399.73 acres of land, more or less, situated in Travis County, Texas. All of the land to be included in the District is within the extra-territorial jurisdiction of the City of Pflugerville, Texas (the "City"). All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District consists of two tracts described by metes and bounds in Exhibit "A," which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

Rebecca R. Hill, Frank Hill, and 130 Cactus Investment, LP hold fee simple title to 162.17 acres and Jesse G. Bohls, Jr., Helen Bohls Weiss, Herbert W. Bohls, Joyce Bohls Teinert, Grace Bohls Scott, David Walenta, Cheryl Walenta, Amy Walenta, Belinda Walenta, Ruth Anderson, Nancy Baden, Ted Wayne Teinert, Carl Wayne Albers, Individually and as Independent Executor and Testamentary Trustee of the Trust Created under the Will in the Estate of Julia Marie Bohls, deceased, and 130 Cactus Investment, LP hold fee simple title to 237.56 acres, which tracts are described more particularly on Exhibit "A," attached hereto and incorporated herein. Petitioners hereby represent that they own a majority in value of the Land which is proposed to be

included in the District, as indicated by the certificate of ownership provided by the Travis Central Appraisal District.

V.

Petitioners represent the Kathleen Marie England and Jay Lawrence Johnson are the only lienholders on the 162.17 acres and that there are no residents on the Land.

VI.

Petitioners represent that there are no lienholders on the 237.56 acres and that there are no residents on the Land.

VII.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants and enterprises as shall be consonant with all of the purposes for which the District is created.

VIII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City of Pflugerville, Texas, and is in close proximity to populous and developed sections of Travis County, Texas. There is not now available within the area, which will be developed for single family residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District containing the Land under the same conditions as set forth in Exhibit "B," which is attached hereto and incorporated herein for all purposes. Petitioners hereby covenant that if the requested consent to the creation of the District is given, Petitioners will adopt and abide by said conditions.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as they have at this time, that such cost will be approximately \$29,810,000.

WHEREFORE, Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 9<sup>th</sup> day of June, 2006.

Rebecca R Hill  
Rebecca R. Hill

Frank Hill

Kathleen Marie England

Jay Lawrence Johnson

Jesse G Bohls Jr.  
Jesse G. Bohls, Jr.

Helen Bohls Weiss  
Helen Bohls Weiss

Herbert W. Bohls  
Herbert W. Bohls

Joyce Bohls Teinert  
Joyce Bohls Teinert

Grace Bohls Scott  
Grace Bohls Scott

David Walenta  
David Walenta

RESPECTFULLY SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

---

Rebecca R. Hill

---

Frank Hill

*Kathleen Marie England*  
Kathleen Marie England  
Lienholder

*Kathleen Marie England*  
Jay Lawrence Johnson, by his Attorney-in-  
fact, Kathleen Marie England  
Lienholder

---

Jesse G. Bohls, Jr.

---

Helen Bohls Weiss

---

Herbert W. Bohls

---

Joyce Bohls Teinert

---

Grace Bohls Scott



*Cheryl Walenta*

Cheryl Walenta

*Amy Walenta*

Amy Walenta

*Belinda Walenta*

Belinda Walenta

*Ruth Anderson*

Ruth Anderson

*Nancy Baden*

Nancy Baden

*Ted Wayne Teinert*

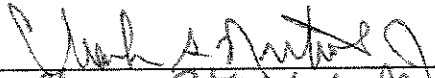
Ted Wayne Teinert

*Carl Wayne Albers*

Carl Wayne Albers, Individually and as  
Independent Executor and Testamentary  
Trustee of the Trust Created under the Will in  
the Estate of Julia Maria Bohls, deceased

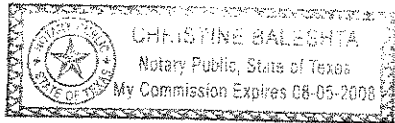
130 CACTUS INVESTMENT, LP,  
a Texas limited partnership

By: CIGEN, LLC,  
a Texas limited liability company  
its general partner

By:   
Name: Charles S. Nichols, Jr.  
Title: Member

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 3rd day of May, 2006, by Rebecca R. Hill.

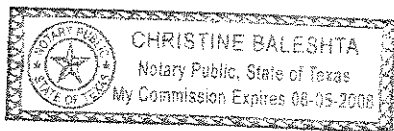


Christine Baleshta  
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 3rd day of May, 2006, by Frank Hill.



Christine Baleshta  
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Kathleen Marie England.

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

(NOTARY SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Rebecca R. Hill.

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

(NOTARY SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Frank Hill.

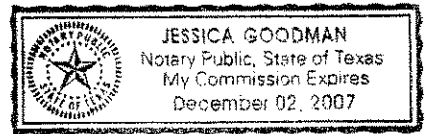
\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 9<sup>th</sup> day of June, 2006, by Kathleen Marie England.

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



(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by Jay Lawrence Johnson.

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

(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1<sup>st</sup> day of MAY, 2006, by Jesse G. Bohls, Jr.

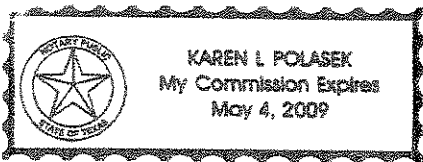
Thomas W. Pfluger  
Notary Public, State of Texas



THE STATE OF TEXAS           §  
  §  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on the 9 day of MAY, 2006, by Helen Bohls Weiss.

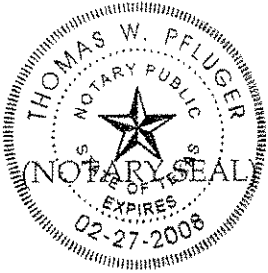
Karen L. Polasek  
Notary Public, State of Texas



(NOTARY SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 15<sup>th</sup> day of MAY, 2006, by Herbert W. Bohls.



Thomas W. Pfluger  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF VICTORIA       §

This instrument was acknowledged before me on the 9 day of MAY, 2006, by Joyce Bohls Teinert.

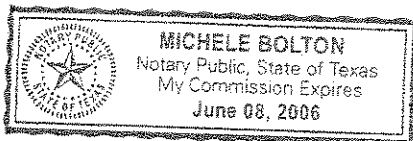


(NOTARY SEAL)

Karen L. Polasek  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 4<sup>th</sup> day of May, 2006, by Grace Bohls Scott.

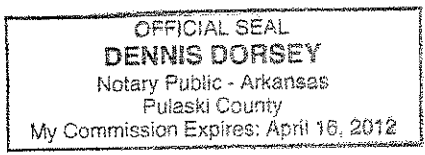


(NOTARY SEAL)

Michele Bolton  
Notary Public, State of Texas

Arkansas  
THE STATE OF TEXAS §  
COUNTY OF Pulaski §

This instrument was acknowledged before me on the 16 day of MAY, 2006, by David Walenta.



[Signature]  
Notary Public, State of Texas Arkansas

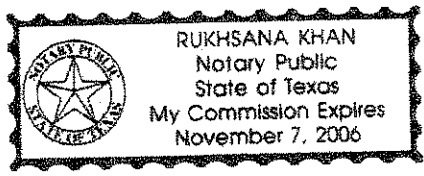
(NOTARY SEAL)

THE STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 23RD day of MAY, 2006, by Cheryl Walenta.

Rukhsana Khan  
Notary Public, State of Texas

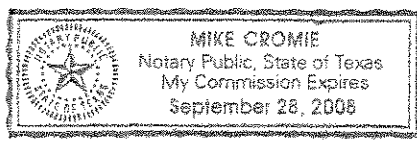
(NOTARY SEAL)



THE STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 19 day of MAY, 2006, by Amy Walenta.



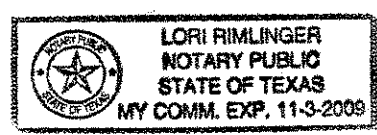
(NOTARY SEAL)

Mike Cromie  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Harrison §

This instrument was acknowledged before me on the 15 day of May, 2006, by Belinda Walenta.



(NOTARY SEAL)

Lori Rimlinger  
Notary Public, State of Texas

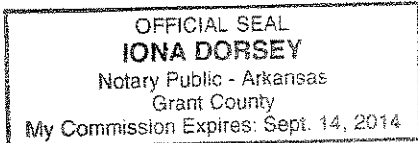


*Arkansas*

THE STATE OF TEXAS §

COUNTY OF *Grant* §

This instrument was acknowledged before me on the *16<sup>th</sup>* day of *May*, 2006, by Ruth Anderson.



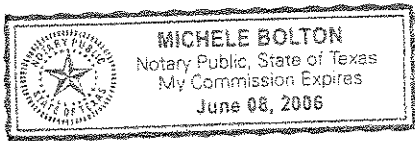
*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas *Arkansas*

(NOTARY SEAL)

THE STATE OF TEXAS §

COUNTY OF *TRAVIS* §

This instrument was acknowledged before me on the *25<sup>th</sup>* day of *May*, 2006, by Nancy Baden.



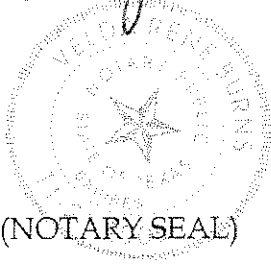
*Michele Bolton*  
\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §

COUNTY OF HARRIS §  
§

This instrument was acknowledged before me on the 11<sup>th</sup> day of May, 2006, by Ted Wayne Teinert.

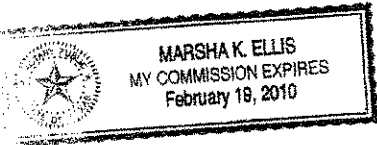


Welda Rene Burns  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §  
§

This instrument was acknowledged before me on the 11<sup>th</sup> day of May, 2006, by Carl Wayne Albers, Individually and as Independent Executor and Testamentary Trustee of the Trust Created under the Will in the Estate of Julia Marie Bohls, deceased.



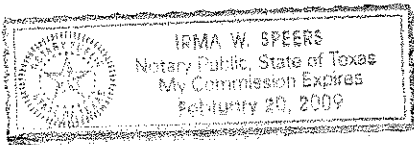
Marsha K Ellis  
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 5<sup>th</sup> day of April, 2006, by Charles S. Nichols, Jr as member of CIGEN, LLC, a Texas limited liability company and general partner of 130 Cactus Investment, LP, a Texas limited partnership, on behalf of said company and limited partnership.



(NOTARY SEAL)

*Irma W. Speers*  
Notary Public, State of Texas

EXHIBIT A

FIELD NOTES

JOB NO:  
Z:\Projects\_Eng\Egpt\_04\40761\_JOHN\_BRAY\DOCUMENTS\METES&BOUNDS\MUD\_BOUNDARY\_01  
0906.doc  
DATE: January 9, 2006  
PAGE: 1 OF 4

MUD Parcel One - 162.17 ACRES

All that certain tract or parcel of land situated in Travis County, Texas, out of the E. Kirkland Survey No. 7, Abstract No. 458 and being a portion of that tract described as 146.50 acres in a Warranty Deed granted to Kathleen Marie England, et al, dated February 4, 1994 and recorded in Volume 12118, Page 195 of said real property records, and a portion of that tract described as 70.31 acres in a Corrected Special Warranty Deed granted to Rebecca R. Hill, et al, dated October 20, 2000, and recorded as Document No. 2001020588, Official Public Records Travis County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin found for the common monumented and occupied southwest corner of that tract described as 11.00 acres (Third Tract) in a Special Warranty Deed granted to Bob Nicholas, et al, dated March 29, 1991 and recorded in Volume 11418, Page 1139 of said Real Property Records Travis County, Texas, and the monumented and occupied most westerly northwest corner of said Hill tract and this tract;

THENCE: S 62°59'03" E 1360.58 feet with the south line of said Nicholas tract and the most westerly north line of said Hill tract to a 1/2" iron pin found for the common monumented and occupied southeast corner of said Nicholas Third Tract, the monumented and occupied interior ell corner of said Hill tract and an interior ell corner of this tract;

THENCE: along the most northerly west line of this tract in the following three (3) courses:

1. N 27°15'21" E with the most northerly west line of said Hill tract, as monumented and adjacent to the east line of said Nicholas Third tract, at approximately 351.71 feet passing the common northeast corner of said Nicholas Third tract and the southeast corner of that tract described as 7.00 acres (Second Tract) in said Nicholas deed (11418/1139) and continuing adjacent to the east line of said Nicholas Second Tract, at approximately 614.64 feet passing the common northeast corner of said Nicholas Second Tract and the southeast corner of that tract described as 58.06 acres (First Tract) in said Nicholas deed (11418/1139), in all 1078.73 feet to a 1/2" iron pin found with a yellow plastic cap inscribed "CCC 4835" in the south line of that tract described as 0.930 acres in a Special Warranty Deed granted to the City of Pflugerville, Texas, dated June 10, 2003 and recorded as Document No. 2003139002 of said official public records for the southwest corner of said City of Pflugerville tract (#2003139002),
2. offset S 58°05'00" E 30.10 feet across said Hill tract with the south line of said City of Pflugerville tract (#2003139002) to a 1/2" iron pin found with a yellow plastic cap inscribed "CCC 4835" in the west line said England and the east line of said Hill tract for the southeast corner of said City of Pflugerville tract (#2003139002),
3. N 27°09'34" E 83.04 feet with the east line of said City of Pflugerville tract (#2003139002) and the west line of said England tract to a 1/2" iron pin found with an orange plastic cap inscribed "RDS RPLS 4094" for the southwest corner of that tract described as 45.193 acres in a Special Warranty Deed granted to the City of Pflugerville, Texas, dated October 3, 2003 and recorded as Document No. 2003236749 of said official public records and the northwest corner of this tract;

THENCE: along the north line of this tract with the south line of said City of Pflugerville tract (#2003236749), also being the south right-of-way line of the proposed realignment of Pfluger Lane, in the following two courses:

1. S 51°28'52" E 1214.89 feet to a 1/2" iron pin found with a yellow plastic cap inscribed "CCC 4835" at the beginning of a tangent curve,
2. 208.88 feet along a curve to the left and concave to the northeast (delta = 12°31'55", r = 955.00 feet, it bears S 57°45'03" E 208.46 feet) to a 1/2" iron pin found with a yellow plastic cap inscribed "CCC 4835" in the east line of said England tract for the common southwest corner of that tract described as 9.294 acres in a Special Warranty Deed granted to the City of Pflugerville, Texas, dated April 4, 2003 and recorded as Document No. 2003097726 of said official public records, the northwest corner of the remainder of that tract described as 32.290 acres (Tract 2) granted to H.L. Weiss, Jr., in a Partition Deed dated April 6, 2001 and recorded as Document No. 2001065236 of said official public records, the southeast corner of said City of Pflugerville tract (#2003236749), and the northeast corner of this tract;

**FIELD NOTES**

JOB NO:

Z:\Projects\_Eng\Egpt\_04\40761\_JOHN\_BRAY\DOCUMENTS\METES&BOUNDS\MUD\_BOUNDARY\_01  
0905.doc

DATE: May 31, 2005

PAGE: 2 OF 4

THENCE: along the monumented east line of said England tract and this tract in the following four (4) courses:

1. S 27°21'57" W 336.08 feet with the west line of said H.L. Weiss, Jr. tract, to a ½" iron pin found for the southwest corner of said H.L. Weiss, Jr. tract and the northwest corner of that tract described as 32.290 acres (Tract 3) granted to Don L. Weiss, et ux, in a Partition Deed dated April 6, 2001 and recorded as Document No. 2001065237 of said official public records,
2. S 27°17'51" W 901.16 feet with the west line of said Don L. Weiss tract to a ½" iron pin found for the southwest corner of said Don L. Weiss tract and the northwest corner of that tract described as 32.290 acres (Tract 4) granted to Glen Weiss in a Partition Deed dated April 6, 2001 and recorded as Document No. 2001065235 of said official public records,
3. S 27°17'40" W 902.56 feet with the west line of said Glenn Weiss tract to a ½" iron pin found for the southwest corner of said Glenn Weiss tract and the northwest corner of that tract described as 32.290 acres (Tract 5) granted to Joe Weiss, in a Partition Deed dated April 6, 2001 and recorded as Document No. 2001065236 of said official public records,
4. S 27°19'48" W 905.60 feet with the west line of said Joe Weiss tract to a ½" iron pin found adjacent to the north line of said Smith First Tract for the southwest corner of said Joe Weiss tract, the southeast corner of said England tract and this tract;

THENCE: with the south line of this tract in the following three (3) courses:

1. N 62°53'20" W along the north line of said Smith tract and with the south line of said England tract, at approximately 68.59 feet crossing Brace Creek, in all 1390.54 feet to a ½" iron pin found on the north side of a wood fence corner, the monumented southeast corner of said Hill tract, the southwest corner of said England tract as occupied and monumented, and the southwest corner of this tract,
2. N 39°53'22" W 1023.54 feet into and across said Hill tract to a calculated point,
3. N 62°53'39" w 450.00 feet to a calculated point adjacent to the west line that tract described as "...97-1/2 acres..." in a deed granted to Theodor R. Timmerman, dated February 27, 1963 and recorded in Volume 2470, Page 572 Deed Records Travis County, Texas, for the southwest corner of this tract;

THENCE: N 27°09'50" E 1742.97 feet along the west line of said Timmerman tract, with the west line said Hill tract and this tract to the Point of Beginning and containing 162.17 acres of land.

**MUD Parcel Two - 237.56 ACRES**

All of that certain tract or parcel of land situated in Travis County, Texas, out of the J. B. Bray Survey No. 10, Abstract No. 73, and that tract described in an Executor's Deed, granted to Herber Bohis, et al, dated May 28, 2003, and recorded in Document No. 2003126589, Official Public Records, Travis County, Texas and further described as being a portion of that tract described as 79 acres of land (First Tract), a portion of that tract described as 120 acres of land (Second Tract), a portion of that tract described as 41 acres of land (Third Tract) in a Warranty Deed granted to Julia Bohis Abers, dated January 8, 1987, and recorded in Volume 12115, Page 98, Real Property Records of Travis County, Texas, and further described by metes and bounds as follows:

BEGINNING at a fence corner post found in the north margin of Jesse Bohis Road and the east margin Weiss Lane, for the southwest corner of said Abers tract (First Tract) and this tract;

THENCE: along the east line of said Weiss Lane and the west line of this tract, the following two (2) courses:

1. N 27°42'08" E 358.19 feet to a fence post found,
2. N 27°33'06" E 2060.37 feet to a 60d nail found in a fence corner post, for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted to Rebecca Talley, dated January 25, 1999, and recorded in Volume 13357, Page 889, said real property records, and the northwest corner of said Abers Tract (First Tract) this tract;

FIELD NOTES

JOB NO:

Z:\Projects\_Eng\Eggt\_04\40761\_JOHN\_BRAY\DOCUMENTS\METES&BOUNDS\MUD\_BOUNDARY\_01  
0905.doc

DATE: May 31, 2005

PAGE: 3 OF 4

THENCE: along the north line of this tract, the following four (4) courses:

1. S 62°31'40" E 335.11 feet along the south line of said Talley tract, to a ½" iron pipe found for the southwest corner of that tract described as 3.000 acres in a Warranty Deed with Vendor's Lien granted to Susie Leverett, dated December 1, 1999, and recorded as Document No. 1999148172, Official Public Records of Travis County, Texas, and the southeast corner of said Talley tract,
2. S 62°39'02" E 251.79 feet along the south line of said Leverett tract to a ½" iron pin found for the southwest corner of that tract described as 218.56 acres in a Substitute Trustee's Deed granted to Edmund Randig, et ux, dated December 5, 1989, and recorded in Volume 11080, Page 27, said real property records, and the southeast corner of said Leverett tract,
3. S 62°30'55" E 1592.94 feet along the south line of said Randig tract to a ½" iron pin found at a fence corner post, for the southwest corner of that tract described as 64 acres in a Warranty Deed granted to Chester C. Nelle, et al, dated May 29, 1985, and recorded in Volume 9185, Page 197, said real property records, and the southeast corner of said Randig tract,
4. S 62°37'00" E 2089.33 feet, along the south line of said Nelle tract, to a 60d nail found in a fence corner post, in the west line of that tract described as 97.680 acres granted to Allen Vorwerk, et al per the Travis County Tax Maps, no recorded description found, for the southeast corner of said Nelle tract and the northeast corner of said Abers tract (Second Tract) and this tract;

THENCE: along the east line of said Abers tract (Second Tract) and this tract, the following eight (8) courses:

1. S 27°48'55" W 503.49 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 27°00'26" W 570.57 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 27°06'39" W 258.56 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 28°05'46" W, at approximately 67.39 feet passing the northwest corner of that tract described as 2.00 acres in a Quitclaim Deed granted to Kathy C. Renaker, dated December 31, 2001, and recorded as Document No. 2002024426, said official public records, in all 126.76 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 27°15'36" W, at approximately 168.33 feet passing the southwest corner of said Renaker tract, in all 189.46 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. S 27°06'39" W 342.88 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
7. S 28°21'08" W 194.30 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 27°31'34" W 245.05 feet to a fence post corner, in the north margin of said Jesse Bohis Road, for the southwest corner of said Vorwerk tract and the southeast corner of said Abers tract (Second Tract) and this tract;

THENCE: along the north margin of Jesse Bohis Road and the south line of said Abers tract (Third tract) and this tract the following four (4) courses:

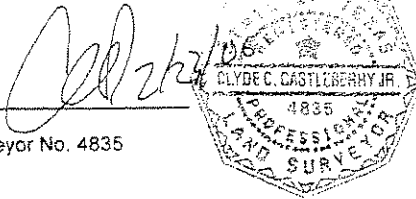
1. N 62°27'23" W 628.97 feet to a fence post found,
2. N 61°56'41" W 203.59 feet to a fence post found,
3. N 62°18'56" W 438.10 feet to a fence post found,
4. N 62°21'39" W 2028.61 feet to a fence post found,
5. N 62°36'36" W 975.73 feet to the Point of Beginning and containing 237.56 acres of land.

Bearings hereon based Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd.  
3613 Williams Drive, Suite 903  
Georgetown, Texas 78628

Clyde C. Castleberry, Jr.  
Registered Professional Land Surveyor No. 4835

CCC/sle



## Exhibit B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing under contract with The City of Pflugerville, Texas, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, fire-fighting facilities, and parks and recreational facilities or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as the District may specify) without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Pflugerville, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land will be added or annexed to the District until The City of Pflugerville, Texas, has given its written consent by resolution of the City Council to such addition or annexation.

(b) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and Development Partners will submit to the Director of Public Works and the City Engineer of The City of Pflugerville, Texas, or to his/her designated representative, all plans and specifications for the construction of water, sanitary sewer, and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of The City of Pflugerville, Texas. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with The City of Pflugerville, Texas' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and the City Engineer,

stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of The City of Pflugerville, Texas; and during the progress of the construction and installation of such facilities, the Director of Public Works and the City Engineer of the City of Pflugerville, Texas, or his/her designated representative, may make periodic on-the-ground inspections.