

**CITY OF PFLUGERVILLE AMENDED AND RESTATED NON-ANNEXATION  
DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This DEVELOPMENT AGREEMENT (“AGREEMENT”), dated \_\_\_\_\_, 2017 (“EFFECTIVE DATE”), is made by and between the **CITY OF PFLUGERVILLE, TEXAS**, a home rule municipality located in Travis County, Texas (“CITY”), and **Sarvi, LLC**, a Texas limited liability company, **Yajat, LLC**, a Texas limited liability company, **Sarvi Yajat Partnership**, a Texas general partnership (incorrectly referred to as Sarvi Yajat Partnership, LLC in the June 9, 2017, agreement referred to below) and **RRE Austin Solar, LLC**, a Texas limited liability company, and their respective successors and assigns (individually and collectively, “LANDOWNER”). CITY and LANDOWNER may be referred to individually as “PARTY” and collectively as “PARTIES.” This AGREEMENT amends and restates in its entirety the CITY OF PFLUGERVILLE NON-ANNEXATION DEVELOPMENT AGREEMENT dated as of June 9, 2017, among the PARTIES.

WHEREAS, LANDOWNER owns certain real property located in Travis County, Texas that is within or contiguous to otherwise existing extraterritorial jurisdiction of CITY, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this AGREEMENT for all purposes (“PROPERTY”); and

WHEREAS, LANDOWNER desires to develop the PROPERTY for the sole purpose of operating a solar electricity generation facility capable of producing at least an estimated one hundred-twenty (120) Megawatts AC or more of capacity upon full build out (“PROJECT”) in accordance with the terms of this DEVELOPMENT AGREEMENT; and

WHEREAS, LANDOWNER has requested the extraterritorial jurisdiction of CITY be expanded beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code, to include the entirety of such PROPERTY and the contemplated real property acquisitions (described below as the “ADDITIONAL PROPERTY”) depicted on a map included as part of **Exhibit A**, which when acquired by LANDOWNER shall become part of the PROPERTY for all purposes in accordance with the terms of this AGREEMENT; and

WHEREAS, contemporaneous to authorizing this Agreement CITY has authorized extending the boundaries of its extraterritorial jurisdiction to include such PROPERTY; and

WHEREAS, the PARTIES acknowledge and agree that this AGREEMENT is entered into under and satisfies the requirements of Section 212.172 of the Texas Local Government Code; and

WHEREAS, the PARTIES agree that this AGREEMENT will be recorded in the public records of Travis County, Texas, and shall run with the PROPERTY, as provided by law; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled development of the PROPERTY and its guaranteed continued extra territorial status for a certain time, the PARTIES desire to enter into this AGREEMENT, pursuant to §212.172 of the Texas Local Government Code, to evidence their agreements with respect to guaranteeing the continuation of the extraterritorial status of the land and its immunity from annexation and taxation by the CITY for a period of thirty-five (35) years, which term shall commence upon the Project within the PROPERTY being place in service, extending the municipality's regulatory authority over the land by providing for all regulations and planning authority of the CITY that do not interfere with the use of the PROPERTY for the purposes provided herein, authorizing enforcement by the CITY of certain regulations in the same manner the regulations are enforced within the CITY's boundaries and authorizing enforcement by the CITY of certain agreed upon land use, development and environmental regulations; and

WHEREAS, the City of Pflugerville City Council has authorized and approved this AGREEMENT at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City of Pflugerville on \_\_\_\_\_, 2017, as evidenced by the adoption of Resolution No. \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the CITY and the LANDOWNER, the PARTIES hereto agree as follows:

1. (a) *Findings.* The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part of this AGREEMENT for all purposes.

(b) *Property.* The LANDOWNER and CITY acknowledge and agree that upon the EFFECTIVE DATE of this AGREEMENT the PROPERTY described in **Exhibit A** shall be subject to this AGREEMENT for all purposes.

(c) *Additional Property.* The LANDOWNER and CITY acknowledge and agree that upon the EFFECTIVE DATE of this AGREEMENT LANDOWNER is currently in the process of acquiring some or all of the additional real properties intended to become part of the PROPERTY subject to this AGREEMENT, which additional real properties are more specifically identified in a map included as part of **Exhibit A** that depicts approximately 1150 acres of "additional property" (herein referred to as the "ADDITIONAL PROPERTY"). In anticipation of such acquisitions, LANDOWNER and CITY intend that this AGREEMENT shall govern and affect such ADDITIONAL PROPERTY to the same extent as the PROPERTY upon acquisition by LANDOWNER and acceptance by CITY in accordance with the following provisions:

(i) Upon closing (or acquiring legal title) on such ADDITIONAL PROPERTY or each parcel thereof, LANDOWNER shall forward a written request to CITY to include such ADDITIONAL PROPERTY within the CITY'S extraterritorial jurisdiction under the terms of this AGREEMENT, within fifteen (15) days of said closing (or acquisition). The request shall include a joinder agreement, executed and notarized by LANDOWNER

("JOINDER") identifying this AGREEMENT, the applicability of the same to the ADDITIONAL PROPERTY, a legal description of the ADDITIONAL PROPERTY, and an acknowledgement that the JOINDER shall be recorded in the Real Property Records of Travis County, Texas. Upon such recording of the JOINDER, this AGREEMENT shall bind and benefit the LANDOWNER and the CITY with respect to the ADDITIONAL PROPERTY, as described by the JOINDER, and shall run with the ADDITIONAL PROPERTY, to the extent provided by this AGREEMENT as part of the PROPERTY. Failure to submit said request and JOINDER may, at the CITY'S discretion, constitute an act of default under Section 8 of this AGREEMENT.

(ii) Upon receipt of LANDOWNER'S request and the JOINDER provided immediately above by CITY, the request shall be deemed automatically accepted and approved by CITY, subject to the terms of this AGREEMENT, unless the request is formally rejected by the City Council of CITY within sixty (60) days of receipt of the same for failure to comply with the terms of this AGREEMENT with respect to any real property identified as ADDITIONAL PROPERTY on **Exhibit A**, or for good and reasonable cause for any other real property reasonably related to the PROJECT, it being acknowledged and agreed to by CITY that the inclusion of said ADDITIONAL PROPERTY is necessary for LANDOWNER to achieve LANDOWNER'S development objectives.

(iii) Following acceptance by CITY, the JOINDER shall be recorded at LANDOWNER'S cost and the ADDITIONAL PROPERTY shall be deemed to be part of the PROPERTY for all purposes contemplated by this AGREEMENT effective as of the recording date thereof. No signature by CITY is required for the effectiveness of any JOINDER, and third parties may rely upon the recording of any JOINDER as acceptance by CITY of the JOINDER unless documents recorded in the Real Property Records of Travis County by CITY reflect otherwise.

2. *Non-Development.* The LANDOWNER covenants and agrees not to file a petition for the PROPERTY to be included in any type of district recognized by the State of Texas, not to acquiesce to the inclusion of the Property in any type of district recognized by the State of Texas, and not to file any type of development document, including but not limited to a subdivision plat, master plan, site plan, or a permit (hereinafter sometimes referred to as "PERMIT"); provided that LANDOWNER may take such actions, including a PERMIT for uses existing on the date of this AGREEMENT ("EXISTING USES") or uses contemplated by the development plan ("DEVELOPMENT PLAN") provided at **Exhibit B** attached hereto and fully incorporated herewith for all purposes ("CONTEMPLATED USES"), such EXISTING USES and CONTEMPLATED USES being collectively, the "USES," regarding or concerning the PROPERTY until the PROPERTY has been annexed into the CITY and zoned pursuant to all applicable laws of the State of Texas and ordinances of the City of Pflugerville, said zoning to be at the sole discretion of the CITY.
3. *Land Use, Deadlines, and Continuous Operation.* The LANDOWNER further covenants and agrees to not use the PROPERTY for any use other than the USES. LANDOWNER acknowledges and agrees that this AGREEMENT is contingent upon LANDOWNER's compliance with the PROJECT benchmark construction deadlines established by **Exhibit**

**B**, subject to the qualifications to such deadlines described in **Exhibit B**, and further acknowledges and agrees that, upon completion of each phase of the PROJECT as detailed by the DEVELOPMENT PLAN, such phase of the PROJECT so constructed shall remain in operation for the term of this AGREEMENT subject to the qualifications described in **Exhibit B**. Failure to meet said benchmark deadlines, or failure to maintain operation for a period of six (6) consecutive or non-consecutive months within a twelve (12) month rolling period, subject to such qualifications, shall be deemed default hereunder unless the respective time periods are extended by CITY in its reasonable discretion upon written request from LANDOWNER for good cause shown.

4. *Municipal Regulations.* Pursuant to Section 212.172 of the Texas Local Government Code, LANDOWNER acknowledges and agrees that the CITY is authorized to extend the CITY'S planning authority over the land by providing for the DEVELOPMENT PLAN which has been approved by the CITY under which certain general uses and development of the PROPERTY are authorized and, the PARTIES covenant and agree that all such planning authority, land use and development regulations are hereby extended and applied to the PROPERTY, to the extent specifically provided in **Exhibit C**, attached hereto and fully incorporated herewith for all purposes, throughout the term of this AGREEMENT. The LANDOWNER further covenants, acknowledges and agrees that:

- (a) application and enforcement by the CITY of these regulations will be in the same manner the regulations are enforced within the CITY's boundaries and, in the event that regulations are established by this AGREEMENT that are not applied within the CITY'S boundaries, said regulations shall be applied and enforced as provided for herein;

- (b) CITY may also enforce all environmental regulations; and

- (c) The CITY's authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a development agreement recognized by Chapter 212 of the Texas Local Government Code.

5. *Permits and Vested Rights.* Pursuant to Section 212.172 of the Texas Local Government Code, LANDOWNER acknowledges and agrees that this AGREEMENT constitutes a permit for purposes of Chapter 245 of the Texas Local Government Code limited to the USES of the PROPERTY contemplated and regulated under this AGREEMENT.
6. *Municipal Services.* The LANDOWNER acknowledges and agrees that the CITY is under no obligation to provide the LANDOWNER with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the PROPERTY until the PROPERTY has been annexed into the CITY and zoned pursuant to all applicable laws of the State of Texas and ordinances of the City of Pflugerville, said zoning to be at the sole discretion of the CITY and, then, only to the extent that such services are provided within the existing City limits based on differing characteristics of topography, land use, and population density, and in accordance with infrastructure extension policies.

7. *Extraterritorial Status.* Subject to full compliance with the terms of this AGREEMENT by LANDOWNER, including without limitation, Section 8 below, the CITY hereby guarantees the extraterritorial status of the PROPERTY and that it shall not annex or tax the PROPERTY for the duration of the term of this AGREEMENT, except as contemplated herein.
8. *Annexation and default.* LANDOWNER acknowledges and agrees that Texas Local Government Code Section 212.172(b)(7) authorizes this AGREEMENT to provide for the annexation of the PROPERTY as a whole or in parts and to provide for the terms of annexation, and, therefore the PARTIES agree that:
- (a) In the event the LANDOWNER, its heirs, successors or assigns files a petition to include the PROPERTY in any type of district recognized by the State of Texas, acquiesces to the inclusion of the Property in any type of district recognized by the State of Texas, files any type of development document, including but not limited to a subdivision plat, master plan, site plan, or a permit, with a governmental entity that has jurisdiction over the PROPERTY in violation of this AGREEMENT, otherwise attempts to change or changes the USES contemplated by this AGREEMENT in violation of this AGREEMENT, or otherwise defaults on any provision of this AGREEMENT, then in addition to the CITY's other remedies, the PARTIES acknowledge, covenant, and agree that such act or acts shall:
    - 1) constitute the satisfaction of a condition precedent causing this AGREEMENT to be immediately construed as a petition for voluntary annexation or acquiescence to an involuntary annexation by the LANDOWNER;
    - 2) allow the PROPERTY to be subject to annexation at the discretion of the City Council;
    - 3) serve to waive and except the annexation from any requirement under Local Government Code Section 43.052, to use certain statutory procedures under an annexation plan;
    - 4) serve to waive and except the annexation from any requirement under Local Government Code Section 43.035 to offer a development agreement as provided under that section, it being agreed by LANDOWNER that this AGREEMENT fully satisfies the requirements of such development agreement; and
    - 5) cause the voluntary waiver of any and all vested rights and claims that the LANDOWNER may have obtained under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or would otherwise exist, by virtue of any actions that the LANDOWNER took in violation of this AGREEMENT; provided in each case of 1) through 5) that the CITY allows the continued use of the PROPERTY for the USES.
  - (b) Within thirty (30) days of receipt of a request from the CITY, following the expansion of the CITY'S boundaries establishing contiguity with the PROPERTY as necessary under law to annex all or a part of the PROPERTY, LANDOWNER shall submit a petition for voluntary annexation under Texas Local Government Code Subchapter C-1 of Chapter 43 and Section 43.052(h) or Subchapter C-3, whichever provision is applicable, if any, at such time that the PROPERTY is annexed for such portions of the

PROPERTY as potential sites identified on Exhibit B-2, which will not exceed a single one (1) acre site out of the PROPERTY, selected by LANDOWNER, for the purpose of enabling CITY to accomplish its extraterritorial jurisdiction expansion goals, provided that in such annexation the CITY allows the continued use of the PROPERTY for the USES. LANDOWNER further acknowledges, that this AGREEMENT constitutes and satisfies the requirements of Subchapter C-3 of the Texas Local Government Code, effective December 1, 2018, including without limitation, the requirement for a written agreement under that Subchapter, if applicable. Failure to comply with this subsection by LANDOWNER, shall also be deemed an act triggering the provisions of subsection 8(a) immediately above, as LANDOWNER acknowledges and agrees that the realization of the CITY'S extraterritorial expansion goals on such basis forms part of the consideration establishing the basis of this AGREEMENT.

9. *Amendments.* Neither this AGREEMENT, nor any term herein may be changed, waived, discharged, or terminated except by an agreement in writing signed by all PARTIES hereto.
10. *Notices.* Any notice and/or statement required and permitted to be delivered shall be deemed delivered upon receipt after hand delivery or depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate PARTY at the following addresses, or at such other addresses provided by the PARTIES by notice under this subsection:

If to the CITY, to:

City of Pflugerville  
Attn: Brandon Wade, City Manager  
100 E. Main Street  
Pflugerville, Texas 78660  
Phone: 512.990.6101  
E-mail: [citymanager@pflugervilletx.gov](mailto:citymanager@pflugervilletx.gov)

With copies to:

Charles E. Zech, Esq.  
Denton, Navarro, Rocha, Bernal & Zech, PC  
2500 W. William Cannon, # 609  
Austin, Texas 78745  
Phone: 512.479.6431; Fax: 512-279-6438  
E-mail: [charles.zech@rampage-sa.com](mailto:charles.zech@rampage-sa.com)

If to the LANDOWNER, to:

RRE Austin Solar, LLC  
Attn: Daven Mehta  
1491 Oak Tree Road, Suite 102  
Edison, NJ 08820

Email: daven@rresolar.com

With copies to:

Sarvi, LLC  
Attn: Dr. Rajesh Mehta  
26 Pascal Lane  
Austin, TX 78746

and

Yajat, LLC  
Attn: Zarna Patel  
1204 South Saddlelake Drive  
Abilene, TX 79602

and

Sarvi Yajat Partnership  
Attn: Dr. Rajesh Mehta  
26 Pascal Lane  
Austin, TX 78746

Attn: Zarna Patel  
1204 South Saddlelake Drive  
Abilene, TX 79602

11. *Law Governing.* This AGREEMENT shall be deemed to be a contract under the laws of the State of Texas which is performable in Travis, County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
12. *Assignment and Conveyance; Binding Effect.* The PARTIES may not assign this AGREEMENT to any other person or entity without the prior written consent of the other PARTY, and unless expressly provided in such consent no such assignment shall operate to release the assigning PARTY from its obligations hereunder. Notwithstanding the foregoing, CITY and LANDOWNER agree that the rights and obligations of LANDOWNER under this AGREEMENT shall run with the PROPERTY and any transfer of the PROPERTY shall act as an automatic assignment of such rights and obligations to any future owners of the PROPERTY. This AGREEMENT and all of its terms and provisions shall be binding upon and inure to the benefit of the CITY and the LANDOWNER and their respective successors, heirs and assigns, including all future owners of the PROPERTY as permitted by law.
13. *Duration; Expiration.* The term of this AGREEMENT, as authorized by Texas Local Government Code Section 212.172(d), shall be for a period of thirty -five (35) years from the last day of the month during which Final Project Completion as described in **Exhibit B** occurs. The term for any ADDITIONAL PROPERTY subsequently included herein shall be deemed to be the remainder of the thirty-five (35) year period established for the

PROPERTY, regardless of the date that said ADDITIONAL PROPERTY is included hereunder. Upon the expiration of this AGREEMENT, the LANDOWNER and LANDOWNER's successors, heirs or assigns agree to the voluntary annexation of the PROPERTY with this AGREEMENT serving as a petition for voluntary annexation.

14. *Counterparts.* To facilitate execution, this AGREEMENT may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all PARTIES hereto be contained on any one counterpart herein. A facsimile transmission shall be deemed to be an original signature.

(Signature pages follow)



EXECUTED by the PARTIES hereto to be effective as of the date first set forth above.

**CITY:**  
**CITY OF PFLUGERVILLE, a home rule**  
**municipality in Travis County, Texas**

By:

Date:

\_\_\_\_\_  
BRANDON WADE, City Manager

ATTEST:

By:

\_\_\_\_\_  
KAREN THOMPSON, City Secretary

**LANDOWNER:**

By:

\_\_\_\_\_  
**Daven Mehta**  
**Chief Executive Officer**  
**for RRE Austin Solar, LLC**

By:

\_\_\_\_\_  
**Yogesh Patel**  
**Member**  
**for Yajat, LLC**

By:

\_\_\_\_\_  
**Zarna Mehta**  
**Member**  
**for Yajat, LLC**

By:

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**Rajesh Mehta**  
**Member**  
**for Sarvi, LLC**

By:

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**Vina Mehta**  
**Member**  
**for Sarvi, LLC**

By:

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**Rajesh Mehta**  
**Member of Sarvi, LLC as General Partner**  
**for Sarvi Yajat Partnership**

By:

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**Vina Mehta**  
**Member of Sarvi, LLC as General Partner**  
**for Sarvi Yajat Partnership**

By:

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**Yogesh Patel**  
**Member of Yajat, LLC as General Partner**  
**for Sarvi Yajat Partnership**

By:

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**Zarna Mehta**  
**Member of Yajat, LLC as General Partner**  
**for Sarvi Yajat Partnership**

THE STATE OF TEXAS                    §  
COUNTY OF TRAVIS                   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Brandon Wade on behalf of the City of Pflugerville, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **David Mehta on behalf of RRE Austin Solar, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Yogesh Patel on behalf of Yajat, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Zarna Mehta on behalf of Yajat, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Rajesh Mehta on behalf of Sarvi, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Vina Mehta on behalf of Sarvi, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Rajesh Mehta on behalf of Sarvi, LLC as general partner and for Sarvi Yajat Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Vina Mehta on behalf of Sarvi, LLC as general partner and for Sarvi Yajat Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Yogesh Patel on behalf of Yajat, LLC as general partner and for Sarvi Yajat Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, **Zarna Mehta on behalf of Yajat, LLC as general partner and for Sarvi Yajat Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Typed or Printed Name of Notary:

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

# **EXHIBIT A**

## **The Property**

### **Tract 1**

BEING 211.51 Acres of land, more or less, out of the Isaac Lindsey Survey No. 67, Abstract No. 476 and the Walton Hill & Walton Survey No. 77, Travis County, Texas, being all of that certain First Tract-Tract II, called to contain 132.18 Acres, and all of that certain Second Tract, called to contain 80.59 Acres, described in a deed to Nina Covington, Val C. Covington Buck, Mary Elizabeth Buck Vance, Rosemary Covington Diaz and Sarah Ann Covington Fenley recorded in Volume 5180, Page 668 of the Deed Records of Travis County, Texas, save and except that certain 1-acre portion of the said Second Tract described in a deed to Debra Sue Smesky recorded in Document Number 2001184869 of the Official Public Records of Travis County, Texas, being the same 1-acre tract previously described in a deed to Edmond A. Smesky and wife, Gladys Smesky recorded in Volume 5373, Page 1835 of the Deed Records of Travis County, Texas. The said 211.51 Acres being the same tract of land described in deed recorded in Document No. 2007153496, Official Public Records of Travis County, Texas, and being more particularly described by Metes and Bounds as follows:

BEGINNING at an iron pipe found at the Northwest corner of the said First Tract-Tract II, being on the East line of that certain 76.066 Acre tract described in a deed to Kenneth Schmidt and wife, Elizabeth Schmidt by deed recorded in Document Number 2000083124 of the Official Public Records of Travis County, Texas, and being at an angle point in Felder Lane;

THENCE, South 60 degrees 56 minutes 55 seconds East, along the South line of Felder Lane, at 3030.97 feet passing a 1/2 inch diameter steel pin found 0.55 feet South of line and continuing a total distance of 3280.94 feet to an iron pipe found at the Northerly Northeast corner of the said Second Tract, the same being the Northwest corner of that certain 19.806 Acre tract described in a deed to Homer L. Johnson recorded in Volume 7799, Page 697 of the Deed Records of Travis County, Texas;

THENCE, South 30 degrees 20 minutes 58 seconds West, along the West line of the said 19.806 Acre Johnson Tract, then the West line of that certain 30.001 Acre tract described in a deed to Homer L. Johnson recorded in Volume 5335, Page 1624 of the Deed Records of Travis County, Texas, and then the West line of that certain 25.005 Acre tract described in a deed to Richard Row Weaver recorded in Volume 11939, Page 87 of the Real Property Records of Travis County, Texas, at 428.58 feet passing an iron pipe found 0.21 feet East of line, at 1075.12 feet passing an iron pipe found 0.41 feet West of line, continuing a total distance of 1611.02 feet to an iron pipe found at the Southwest corner of the said 25.005 Acre Weaver Tract, being an interior corner of the said Second Tract;

THENCE, South 61 degrees 03 minutes 24 seconds East, a distance of 2035.33 feet to a 1/2 inch diameter steel pin found on the West line of Manda-Carlson Road at the Southeast corner of the said 25.005 Acre Weaver Tract, the same being an exterior corner of the said Second Tract;



THENCE, South 29 degrees 06 minutes 58 seconds West, a distance of 776.96 feet along the West line of Manda-Carlson Road, the same being the East line of the said Second Tract, to an iron pipe found at the Northeast corner of the said 1-acre tract described in a deed to Debra Sue Srnesky recorded in Document Number 2001184869 of the Official Public Records of Travis County, Texas, being the same 1 Acre tract described in Volume 5373, Page 1835 of the Deed Records of Travis County, Texas;

THENCE, traversing the interior of the said Second Tract, along the North, West and South lines of the said 1-acre tract, the following three (3) courses and distances:

- 1) North 60 degrees 53 minutes 45 seconds West, 215.16 feet to a 1/2 inch diameter steel pin found with cap;
- 2) South 29 degrees 06 minutes 48 seconds West, 194.87 feet to a 1/2 inch diameter steel pin found with cap;
- 3) South 60 degrees 48 minutes 35 seconds East, a distance of 253.38 feet to an iron pipe found on the West line of Manda-Carlson Road at the Southeast corner of the said 1 Acre tract;

THENCE, along the West line of Manda-Carlson Road, the same being the East line of the said Second Tract, the following two (2) courses and distances:

- 1) South 05 degrees 44 minutes 49 seconds West, 70.92 feet to a 1/2 inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) South 28 degrees 19 minutes 58 seconds West, 544.51 feet to a 1/2 inch diameter steel pin found at the Southeast corner of the said Second Tract, the same being the Easterly most Northeast corner of that certain 319.834 Acre tract described in a deed to Carriage Oaks Estates, Inc., recorded in Volume 13302, Page 5198 of the Real Property Records of Travis County, Texas, from which a 1/2 inch diameter steel pin found at the Southeast corner of the said 319.834 Acre tract bears South 28 degrees 42 minutes 52 seconds West, 1784.44 feet;

THENCE, North 60 degrees 58 minutes 24 seconds West, at 1966.40 feet passing a 1/2 inch diameter steel pin found at an interior corner of the said 319.834 Acre Carriage Oaks Estates, Inc. Tract, and continuing a total distance of 1993.85 feet to an iron pipe found at the Southerly Southwest corner of the said Second Tract in the interior of the said 319.834 Acre Carriage Oaks Estates, Inc., Tract;

THENCE, North 30 degrees 01 minutes 22 seconds East, a distance of 1312.15 feet along a line of the said Second Tract, being in conflict with the said 319.834 Acre Carriage Oaks Estates, Inc., Tract, to a 1/2 inch diameter steel pin set with cap stamped Lenz & Assoc. on a common line between the said Second Tract and the said 319.834 Acre Carriage Oaks Estates, Inc., Tract, for an interior corner of the said Second Tract, from which an iron pipe found at an exterior corner of the said 319.834 Acre Carriage Oaks Estates, Inc., Tract bears South 61 degrees 06 minutes 00 seconds East, 4.48 feet;

THENCE, North 61 degrees 06 minutes 00 seconds West, along the North line of the said 319.834 Acre Carriage Oaks Estates, Inc. Tract, at 344.20 feet passing the record location of an exterior corner of the said Second Tract, the same being the Southeast corner of the said First Tract - Tract II, continuing a total distance of 3407.81 feet to a 1/2 inch diameter steel pin found on the East line of the said 76.066 Acre

Schmidt Tract at the Southwest corner of the said First Tract - Tract II, the same being the Northwest corner of the said 319.834 Acre Carriage Oaks Estates, Inc., Tract, from which an iron pipe found at an exterior corner of the said 319.834 Acre Carriage Oaks Estates, Inc., Tract bears South 29 degrees 53 minutes 24 seconds West, 802.78 feet;

THENCE, North 29 degrees 53 minutes 24 seconds East, a distance of 1886.72 feet along the common line between the said First Tract - Tract II and the said 76.066 Acre Schmidt Tract to the PLACE OF BEGINNING, containing 211.51 Acres of land.

**Tract 2:**

BEING 319.089 Acres of land, more or less, out of Isaac Lindsay Survey No. 67, Abstract No. 476, the Walton, Hill and Walton Survey No. 77, Abstract No. 2326, and the Styles Fowler Survey No. 42, Abstract No. 302, all in Travis County, Texas, and being a portion of that certain (319.834 Acre) tract of land as conveyed to Carriage Oaks Estates, Inc., By deed recorded in Volume 13302, Page 5198 of the real property Records of Travis County, Texas; said 319.089 Acres being the same tract of land described in deed recorded in Document No. 2007024765, Official Public Records of Travis County, Texas, and more particularly described by Metes and Bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the Northwest right-of-way line of Carlson Road, also known as "Manda Road and/or Manda Carlson Road", same being a point in the approximate Southwest line of the Walton, Hill and Walton Survey No. 77, Abstract No. 2326 and the Northeast line of the Styles Fowler Survey No. 42, Abstract No. 302, also being the most Easterly corner of that certain (319.834 Acre) tract of land as conveyed to Carriage Oaks Estates, Inc., by deed recorded in Volume 13302, Page 5198 of the Real Property Records of Travis County, Texas, and also being the most Southerly corner of that certain (80.59 Acre) tract of land as conveyed to Nina Covington, et al. by deed recorded in Volume 5180, Page 688 of the Deed Records of Travis County, Texas and the place of beginning of the herein described tract, from which a 1/2-inch iron rod found at the most Northerly corner of that certain (12.87 Acre) tract of land as conveyed to Marvin Amhamn by deed recorded in Volume 12003, Page 477 of the Real Property Records of Travis County, Texas bears, North 40 degrees 31 minutes 44 seconds East 298.50 feet;

THENCE with the Northwest right-of-way line of Carlson Road, same being a Southeast line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, South 29 degrees 49 minutes 09 seconds West 1784.44 feet to a 1/2-inch iron rod found at the most Southerly corner of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, same being the East corner of that certain (56.05 Acre) tract of land as conveyed to Leonard E. Anderson by deed recorded in Volume 1449, Page 476 of the Deed Records of Travis County, Texas and defined by Boundary Line Agreement recorded in Volume 13305, Page 2264 of the Real Property Records of Travis County, Texas;

THENCE leaving the Northwest right-of-way line of Carlson Road with the Northeast line of said Anderson (56.05 Acre) Tract, same being the Southwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, as defined by said Boundary Line Agreement, North 60 degrees 19 minutes 32 seconds West 2616.10 feet to a 2 inch iron pipe found at the North corner of said Anderson (56.05 Acre) Tract, same being the East corner of that certain (80.16 Acre) tract of land as conveyed to W.C. Roundtree and wife, Dorothy Anne Roundtree by deed recorded in Volume 12121, Page 172 of the Real Property Records of Travis County, Texas;

THENCE with the Northeast line of said Roundtree (80.16 Acre) Tract, same being the Southwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, North 60 degrees 33 minutes 32 seconds West 2653.35 feet to a calculated point in the Southeast line of that certain (12.0 Acre) tract of land as conveyed to John R. Rowland by deed recorded in Volume 12741, Page 947 of the Real Property Records of Travis County, Texas, for the West corner of the herein described tract, from which a bent 2 inch iron pipe found in concrete, on the interior of said Rowland (12.0 Acre) Tract, at the West corner of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, same being the North corner of said Roundtree (80.16 Acre) Tract bears, North 60 degrees 33 minutes 32 seconds West 7.21 feet;

THENCE entering the interior of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract with the Southeast line of said Rowland (12.0 Acre) Tract, North 30 degrees 25 minutes 56 seconds East 185.13 feet to a 1/2-inch iron rod found at the East corner of said Rowland (12.0 Acre) Tract, same being the South corner of that certain (12.0 Acre) tract of land as conveyed to Beningo T. Valdez and wife, Irma Valdez by deed recorded in Document No. 2002088232 of the Official Public Records of Travis County, Texas;

THENCE continuing through the interior of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, with the Southeast line of said Valdez (12.0 Acre) Tract, North 30 degrees 29 minutes 47 seconds East 405.66 feet to a 1/2-inch iron rod found at the East corner of said Valdez (12.0 Acre) Tract;

THENCE continuing through the interior of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, with the record Northeast line of said Valdez (12.0 Acre) Tract, North 59 degrees 52 minutes 00 seconds West 7.93 feet to a calculated point in a Northwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) tract;

THENCE leaving the Northeast line of said Valdez (12.0 Acre) Tract, with a Northwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, North 30 degrees 24 minutes 21 seconds East, 1748.94 feet to a 1/2-inch iron rod found at the base of an old wood post in an approximate Northeast line of the Walton, Hill and Walton Survey No. 77, Abstract No. 2326, same being an approximate Southwest line of the Isaac Lindsay Survey No. 67, Abstract No. 476 and an angle corner of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract;

THENCE with a Southwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, North 60 degrees 16 minutes 26 seconds West 135.43 feet to a 1-1/2 inch iron pipe found at the South corner of that certain (76.066 Acre) tract of land as conveyed to Kenneth Schmidt and wife, Irene F. Heine by deed recorded in Document No. 2000083124 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron rod found for the East corner of said Schmidt (76.066 Acre) Tract bears, North 30 degrees 42 minutes 43 seconds East 3207.19 feet;

THENCE with a Northwest line of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, North 30 degrees 59 minutes 22 seconds East 802.63 feet to a 1/2-inch iron rod found at the North corner of said Carriage Oaks Estates, Inc., (319.834 Acre) Tract, from which a 2 inch iron pipe found at the North corner of that certain (132.18 Acre) tract of land as conveyed to Nina Covington, et al. by deed recorded in Volume 5180, Page 668 of the Deed Records of Travis County, Texas bears, North 30 degrees 59 minutes 45 seconds East 1886.90 feet (direct tie);

THENCE entering the interior of said Carriage Hills Estates, Inc., (319.834 Acre) Tract, South 59 degrees 56 minutes 43 seconds East, passing a calculated point at the South corner of said Covington (132.18 Acre) Tract, same being an exterior angle corner of said Covington (80.59 Acre) Tract, at a distance of 3063.63

feet, continuing along said bearing for a total distance of 3407.83 feet to a 1 inch iron pipe found at an interior angle corner of said Covington (80.59 Acre) Tract, from which a 1-inch iron rod set an Easterly exterior angle corner of said Carriage Oaks Estates, Inc. (319.834 Acre) Tract bears, North 83 degrees 46 minutes East 5.78 feet;

THENCE continuing through the interior of said Carriage Hills Estates, Inc.,(319.834 Acre) Tract, with a Northwest line of said Covington (80.59 Acre) Tract, South 31 degrees 07 minutes 37 seconds West 1309.07 feet to a 1 inch hex bolt found at the most Westerly corner of said Covington (80.59 Acre) Tract;

THENCE continuing through the interior of said Carriage Hills Estates, Inc.,(319.834 Acre) Tract, with a Northeast line of said Covington (80.59 Acre) Tract, South 59 degrees 52 minutes 35 seconds East 27.44 feet to a 1/2-inch iron rod found at an interior angle corner of said Carriage Hills Estates, Inc., (319.834 Acre) Tract;

THENCE with a Northeast line of said Carriage Hills Estates, Inc., (319.834 Acre) Tract, same being a Southwest line of said Covington (80.59 Acre) Tract, South 59 degrees 52 minutes 35 seconds East 1966.33 feet to the PLACE OF BEGINNING and containing 319.089 Acres of land, more or less.

### **Tract 3**

BEING a 56.154 acre tract or parcel of land out of and being a part of the Styles Fowler Survey No. 42, A-302, in Travis County, Texas, and being all of that certain tract said to contain 56.05 acres described in a deed from Lester Anderson to Debbie Lindermann, dated May 7, 2010, recorded in Doc No. 2010065613, Travis County Deed Records. Said tract being a part of that certain 80 acre tract described in a deed from K.T. Williamson, et ux, to Axel Zahr, et ux, recorded in Vol. 1182, Page 460, Travis County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the said 80 acre tract, a 1-1/2 inch iron pipe found in the south line of that certain 319.089 acre tract described in a deed from Sarvi, LLC To Yajat, LLC, dated April 22, 2009, recorded in Doc. No. 2009077786, Travis County Deed Records, the northeast corner of that certain 80.16 acre tract described in a deed from Rudolph R. Carlson to W.C. Roundtree, et ux, recorded in Vol. 12121, Page 172, Travis County Deed Records, for the northwest corner of this tract.

THENCE with the south line of the Yajat 319.089 acre tract and north line of the 80 acre tract, S 62 deg. 56 min. 14 sec. E, 2616.10 feet to a 1/2 inch iron rod round where same intersects the west line of Manda-Carlson Road, the southeast corner of the Yajat 319.089 acre tract, for the northeast corner of this tract.

THENCE with the west line of Manda-Carlson Road, S 27 deg. 15 min. 20 sec W, 937.48 feet to a 5/8 inch iron rod found at the northeast corner of that certain 17.667 acre tract described in a deed from Debbie Lindermann to Lester Anderson, dated May 7, 2010, recorded in Doc. No. 2010065612, Travis County Deed Records, for the southeast corner of this tract. Said 17.667 acre tract being a part of that certain 21.59 acre tract described in a deed from the Veterans Land Board of Texas to Howard C Anderson, recorded in Vol. 5275, Page 137, Travis County Deed Records.

THENCE crossing said 80 acre tract with the north line of the 21.59 acre and 17.667 acre tracts, N 62 deg. 50 min. 17 sec W, 2614.92 feet to a 5/8 Inch iron rod found in the west line of the before mentioned

Roundtree 80.16 acre tract, me northwest corner of the 21.59 acre and 17.667 acre tracts, for the southwest corner of this tract.

THENCE with the west line of the said 80 acre tract and east line of the Roundtree 80.16 acre tract, N 27 deg. 11 min. 02 sec. E, 932.95 feet to the POINT OF BEGINNING, containing 56.154 acres of land.

#### **Tract 4**

BEING a 3.942 acre tract or parcel of land out of and being a part of the Styles fowler Survey No. 42, in Travis County, Texas, and being a part of that certain 21.59 acre tract described in a deed from the Veterans Land Board OF Texas to Howard C. Anderson, recorded in Vol. 5275, Page 137, Travis County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the said 21.59 acre tract, a 5/8 inch iron rod set in the west line of the Manda-Carlson Road and northeast corner of that certain 20 foot strip described in a deed to Mrs. Lucy Rivers, recorded in Vol. 416, Page 301, Travis County Deed Records, for the southeast corner of this tract.

THENCE with the south line of the 21.59 acre tract and north line of the 20 foot strip, N 60 deg. 01 min. 19 sec. W, 940.74 feet to a 5/8 inch iron rod set for the southwest corner of this tract from which the southwest corner of the said 21.59 acre tract, a 5/8 inch iron rod set bears N 60 deg. 01 min. 19 sec. W, 1673.73 feet.

THENCE N 27 deg. 55 min. 59 sec. E, 174.77 feet to a 5/8 inch iron rod set in the center of a driveway for the northwest corner of this tract.

THENCE with the center of said driveway, S 61 deg. 52 min. 57 sec. E, 3391 feet to a 5/8 inch iron rod set; S 60 deg. 14 min. 01 sec. E, 73.28 feet to a 5/8 inch iron rod set S 59 deg. 15 min. 41 sec E, 535.18 feet to a 5/8 inch iron rod set where same intersects the west line of Manda- Carlson Road and east line of the 21.59 acre tract, for the northeast corner of this tract.

THENCE with the west line of said road and east line of the 21.59 acre tract, S 30 deg. 04 min. 18 sec. W, 178.84 feet to the POINT OF BEGINNING, containing 3.942 acres of land.

#### **Tract 5**

OF A 71.247 ACRE TRACT OF LAND OUT OF THE STYLES J. FOWLER SURVEY NO. 42, ABSTRACT NO. 302 SITUATED IN TRAVIS COUNTY TEXAS, SAID 71.247 ACRE TRACT BEING THAT SAME 71.274 ACRE TRACT OF LAND AS CONVEYED TO BETTY BAUMBACH BY DEED OF DISTRIBUTION BY INDEPENDENT EXECUTOR OF RECORD IN DOCUMENT NO. 2000059548 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 71.247 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 iron pipe found in the southerly line of that certain 20 foot wide Right-of-Way of record in Volume 3097, Page 1743 of the Deed Records of Travis County, Texas, being the northeasterly corner of that certain 24.574 acre tract of land conveyed to Patricia J. Hall by deed of record in Volume

12820, Page 850 of the Real Property Records of Travis County, Texas and the northwesterly corner of said 71.274 acre tract of land, for the northwesterly corner hereof;

THENCE, along the southerly line of said 20 wide Right-of-way, being the northerly line of said 71.274 acre tract and The northerly line hereof, S 62°48'28" E a distance of 1915.38 feet to a 1/2 iron rod with cap labeled "Baker-Aicklen, Inc." set in the westerly line of Manda Carlson Road (60' R.O.W.), being the northeasterly corner of said 71.274 acre tract for the northeasterly corner hereof, from which a 5/8" iron rod found for the apparent southeasterly corner of that certain 3.942 acre tract of land conveyed to Debbie\_Lindemann of record in Document No. 2010065611 of said Official Public Records bears, N 31°01'25" E, a distance of 20.27 feet;

THENCE, along the westerly line of Manda Carlson Road, being the easterly line of said 71.274 acre tract for the easterly line hereof S 27° 07' 13" W a distance of 1614.92 feet to a 1/2 iron rod with cap labeled "Baker-Aicklen, Inc." set at the intersection of the northerly line of Sandeen Road (60' R.O.W.) with the westerly line of Manda Carlson Road, being the southeasterly corner of said 71.274 acre tract, for the southeasterly corner hereof;

THENCE, leaving the westerly line of Manda Carlson Road, along the northerly line of Sandeen Road, being the southerly line of said 71.274 acre tract, for the southerly line hereof, N 62° 51' 02" W a distance of 1926.47 feet to a cut-off T-Post for the southeasterly corner of said 24.574 acre tract, being the southwest corner of said 71.274 acre tract, for the southwest corner hereof;

THENCE, leaving the northerly line of Sandeen Road, along the easterly line of said 24.574 acre tract, being the westerly line of said 71.274 acre tract for the westerly line hereof, N 27° 30' 49" E a distance of 1616.38 feet to the POINT OF BEGINNING hereof and containing 71.247 acres of land.

### **Tract 6**

BEING a 78.130 acre tract or parcel of land out of and being a part of the Robert Fletcher Survey No. 69, A-287, in Travis County, Texas, and being all of that certain tract said to contain 78.133 acres described in a deed from Edwin S. Magnuson and wife, Anna Magnuson to Kevin Keshvari, et ux, dated June 5, 1995, recorded in Vol. 12349, Page 2127, Travis County Deed Records. Said tract being a part of that certain 60 acre tract described in a deed from Mrs. Hattie Schiller to Edwin S. Magnuson, et ux, recorded in Vol. 5358, Page 801, Travis County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

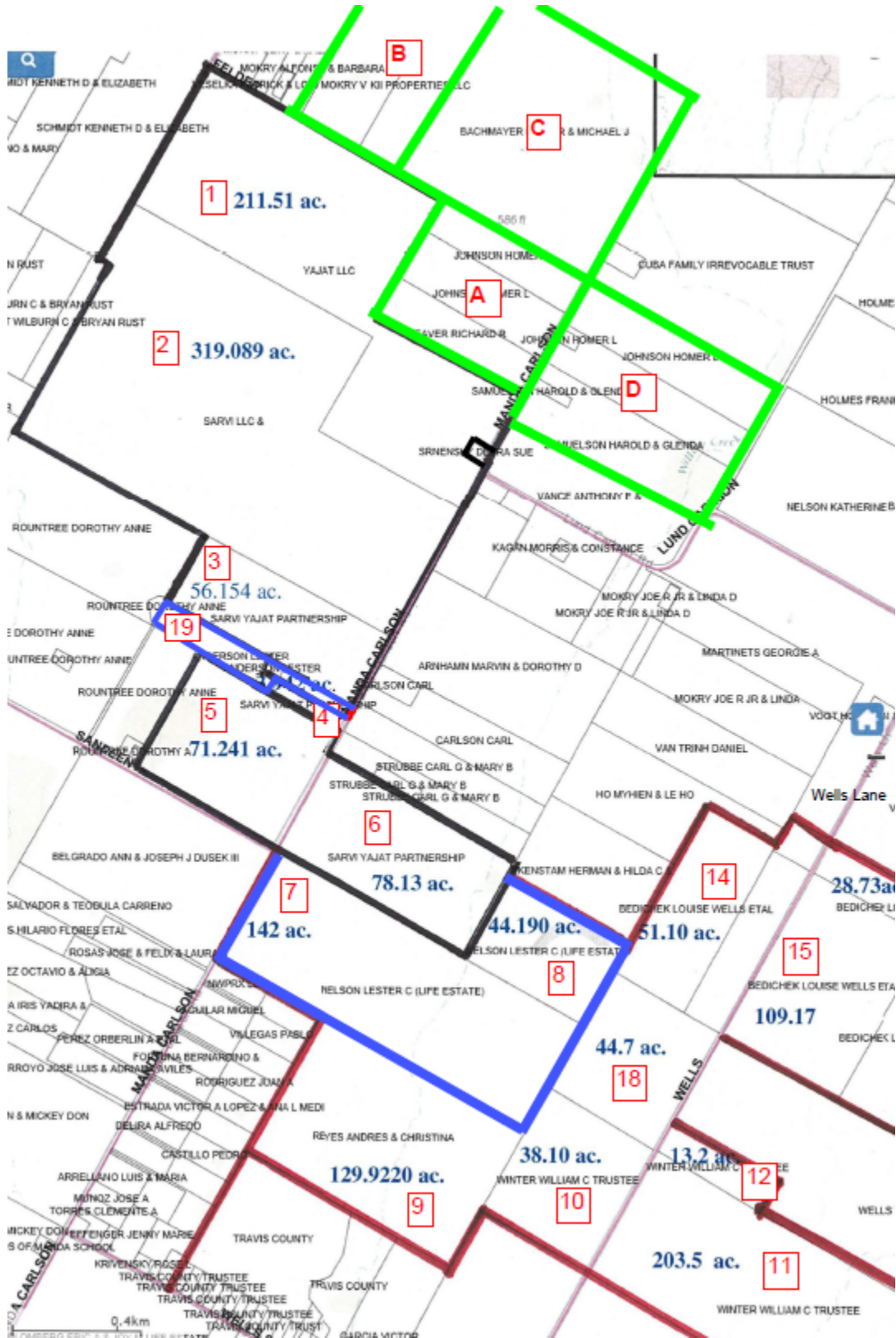
BEGINNING at the southeast corner of the said 80 acre tract, a 5/8 inch iron rod found near a fence corner in the occupied north line of the James P. Kempe Survey No. 27 and north line of that certain 142 acre tract described in a deed from Lester C. Nelson to The Lester C. Nelson Living Trust, recorded in Vol. 11917, Page 243, Travis County Deed Records, the southwest corner of the William Smith Survey No. 39, and that certain 44.19 acre tract described in a deed from Lester C. Nelson to The Lester C. Nelson Living Trust, recorded in Vol. 11917, Page 241, Travis County Deed Records, the southeast corner of the said Robert Fletcher Survey, for the southeast corner of this tract.

THENCE with the south line of the Robert Fletcher Survey and 80 acre tract, the north line of the James P. Kempe Survey and Nelson 142 acre tract, N 62 deg. 30 min. 00 sec. W, 2613.81 feet to a 5/8 inch iron rod found where same intersects the east line of Manda-Carlson Road, for the southwest corner of this tract.

THENCE with the east line of Manda-Carlson Road, N 27 deg. 07 min. 15 sec. E, 1307.87 feet to a 5/8 inch iron rod with aluminum cap found where same intersects the north line of the 80 acre tract, the southwest corner of that certain 23.704 acre tract described as Tract II in a deed from Marjorie Carlson Kerwin, et al to Carl G. Strubbe, et ux, recorded in Vol. 12811, Page 0897, Travis County Deed Records, for the northwest corner of this tract.

THENCE with the north line of the 80 acre tract and south line of the Stubbe 23.704 acre tract, S 62 deg. 15 min. 07 sec, E, 2613.41 feet to a 5/8 inch iron rod found at a fence corner in the east line of the Robert Fletcher Survey, the west line of the William Smith Survey and that certain 44.57 acre tract described in a deed from Viola Maurine Ekenstam to Carl Carlson, recorded in Doc. No. 200205340, Travis County Deed Records, the southeast corner of the Strubbe 23.704 acre tract and northeast corner of the 80 acre tract for the northeast corner of this tract;

THENCE with the east line of the Robert Fletcher Survey and 80 acre tract, the west line of the Carlson 44.57 acre tract and before mentioned Nelson 44.19 acre tract, S 27 deg. 05 min. 56 sec W, 1296.56 feet to the POINT OF BEGINNING, and containing 78.130 acres of land.





# EXHIBIT B

## The Development Plan

### Proposed Solar Farm

#### **Description:**

Comprehensive Project description, including the conceptual or actual location of all infrastructure, facilities, improvements, and incorporated land use plan. (Exhibit B-1)

#### **Project Benchmark Dates:**

#### **Construction Commencement:**

The PROJECT's physical construction shall commence no later than December 31, 2018.

#### **Final Project Completion:**

Project buildout shall be completed no later than December 31, 2019, at such time facilities necessary to generate 120 Megawatts AC or more of capacity shall be fully operational, unless extended in accordance with the Agreement.

#### **Qualifications:**

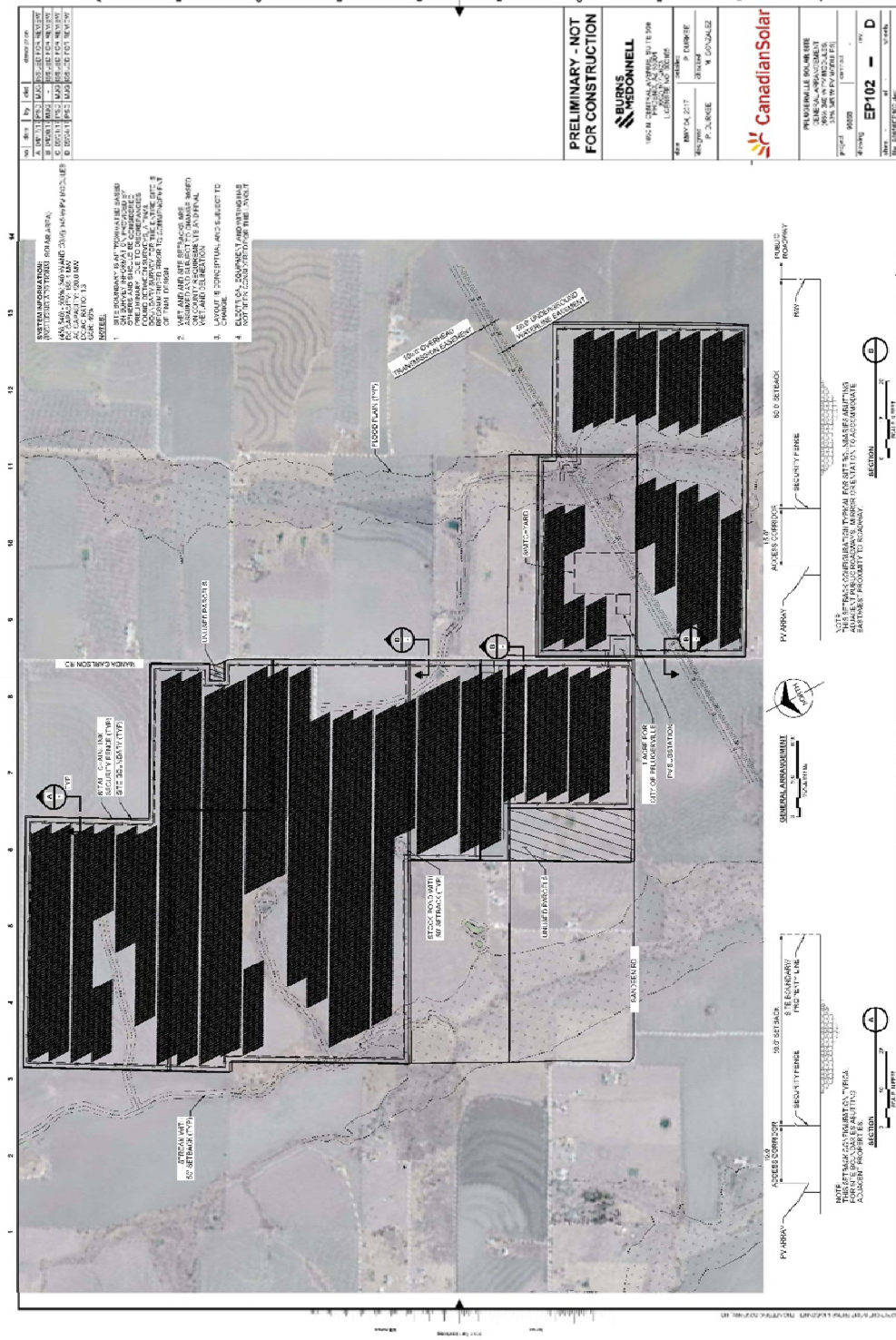
(a) Force Majeure. Construction Commencement and Final Project Completion dates described above shall be extended to the extent of any Force Majeure. The term "Force Majeure" means any cause not reasonably within the control of LANDOWNER, including acts of God, fires, weather events, non-delivery or breakage of machinery, industrial disturbances, counterparty breach, governmental permit refusal or delay, or change in law, court orders or other governmental actionsSuniva/SolarWorld Section 201 trade case with the U.S. International Trade Commission, that, in LANDOWNER's sole discretion adversely affect the feasibility of the PROJECT. LANDOWNER shall make reasonable efforts to avoid the adverse impacts of a Force Majeure. If, because of Force Majeure LANDOWNER is delayed in carrying out its obligations under this Agreement or is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then LANDOWNER shall give CITY prompt written notice of the Force Majeure event with reasonable full details concerning it. Upon delivery of such notice, the obligation of LANDOWNER, so far as it is affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure and the Construction Commencement and Final Project Completion dates described above shall be extended to the extent of the Force Majeure. If LANDOWNER is affected by an event of Force Majeure, LANDOWNER shall diligently use reasonable efforts to remedy the Force Majeure as soon as practical. In any event, should an event of force majeure continue for a period exceeding a continuous three (3) year period, or separate periods within any five (5) year rolling period that, when combined exceed three (3) years, all of which periods shall be calculated upon the date of written notice from the LANDOWNER to the

CITY of the start and end date of any such event, the CITY, in its sole discretion, may consider the LANDOWNER in default of this AGREEMENT by delivery of a copy of a formal resolution authorized and approved by the CITY'S Council declaring the same and thereafter take all actions authorized under this AGREEMENT, including, without limitation, those actions provided under Section 8 of the AGREEMENT.

(b) Branding. LANDOWNER agrees that the PROJECT will be identified by and branded as a "Pflugerville" facility. This provision does not prohibit additional branding, provided that "Pflugerville" is a part thereof. CITY agrees not to identify, brand or make public announcements with respect to the PROJECT without the prior written consent of LANDOWNER.

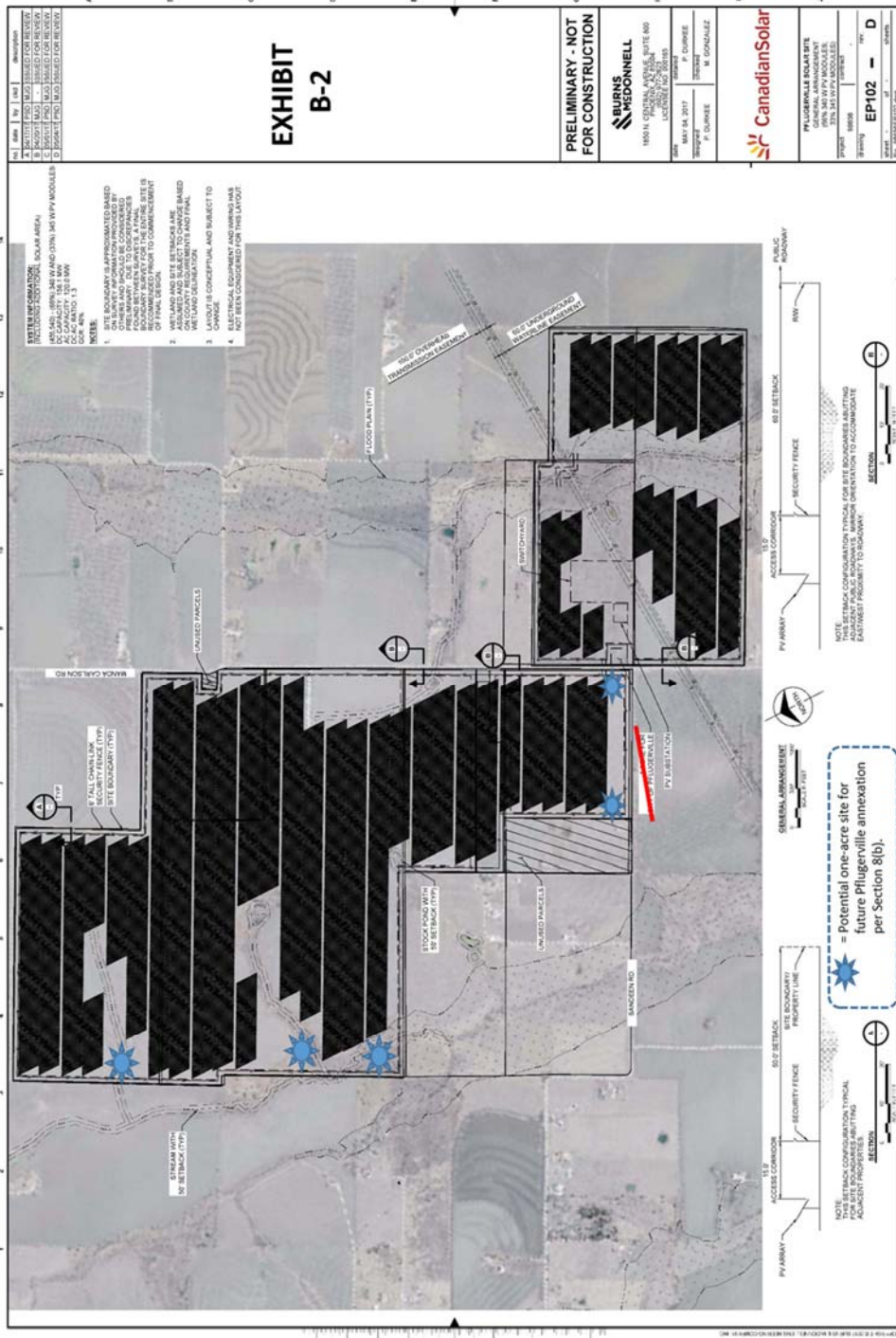
# Exhibit B-1

## Project Layout



# EXHIBIT B-2

## Potential Petitioned Annexation Sites





## **EXHIBIT C**

### **The Applicable Regulations**

The City of Pflugerville Code of Ordinances: Chapters 92-94 and the City of Pflugerville Unified Development Code (UDC) to the extent that the property shall be developed in accordance with the Agricultural/Conservation (A) Zoning District and conform to all associated requirements with the UDC.