

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR NEW CELE SUBDIVISION
(CREEKSIDE PARK)**

This First Amended and Restated Development Agreement for the New Cele Subdivision (Creekside Park) (the "First Amended Agreement") is made and entered into effective as of the 15th day of May, 2007 (the "Effective Date"), by and between the City of Pflugerville, Texas, a Texas municipal corporation (the "City"), and Cele Partners, L.P., a Texas limited partnership (the "New Developer"). The City and New Developer are sometimes referred to herein as the "Parties." The Parties agree as follows:

Purposes, Term and Consideration

WHEREAS, New Developer has acquired all right, title and interest of Developer under the New Cele Subdivision Agreement dated effective April 28, 2004 (the "Agreement") to that certain 147.59 acre parcel of land out of the James R. Kemp Survey No. 12 in Travis County, Texas (the "Property"), which parcel of land is more particularly described in a deed recorded in Document #1999115801, Official Public Records of Travis County, Texas and which parcel of land is located in the extra territorial jurisdiction of the City of Pflugerville, Travis County, Texas and more particularly described in Exhibit "A" attached hereto and incorporated into this First Amended Agreement; and

WHEREAS, New Developer is the assignee of all right, title, interest and obligations of Developer under the New Cele Subdivision Development Agreement and desires to amend the New Cele Subdivision Development Agreement by this First Amended Agreement and to substitute and replace the New Cele Subdivision Development Agreement in its entirety with this First Amended Agreement, such that the original New Cele Subdivision Development Agreement shall be of no further force or effect and shall be superseded in its entirety by this First Amended Agreement; and

WHEREAS, New Developer desires to develop the Property as a residential development in accordance with the Subdivision Concept Plan as more particularly described in the Map Exhibit "B" attached hereto and incorporated herein by reference (the "Subdivision Concept Plan"); and

WHEREAS, the City is authorized to make and enter into this written Development Agreement with New Developer in accordance with Subchapter G, Chapter 212, Local Government Code to accomplish the following purposes:

- A. Authorize enforcement by the City of municipal land use and development regulations to the extent the same are consistent with the Subdivision Concept Plan;
- B. Provide for infrastructure for the land including (i) streets and sidewalks, (ii) road and land drainage, (iii) water, wastewater and other utility systems, and (iv) drainage systems in accordance with the requirements of the City Subdivision Ordinance.

NOW THEREFORE, New New Developer and the City in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties and agree as follows:

**ARTICLE I
General Terms**

- 1.01 Contemporaneous with the approval of this First Amended Agreement, New Developer agrees to petition voluntary annexation of the Property described in Exhibit "A" to the City and thereafter to subdivide the Property into one or more final plats as City plats submitted for review, approval and recordation as plats subject only to the Subdivision Review and Approval requirements of the City.

- 1.02 The City agrees to approve the use and development of the Property in accordance with the Subdivision Concept Plan attached hereto and incorporated herein as Map Exhibit "B" and specifically approves the land uses, densities and building setbacks as more particularly described and identified on said Subdivision Concept Plan consistent with the Preliminary Subdivision Plan. In the event the Final Plat Application of any tract of the Property varies from the approved Preliminary Plan of the Property, New Developer shall submit a revised preliminary plan with such Final Plat Application to the City.
- 1.03 New Developer and the City agree that the City shall be entitled to enforce all municipal land use and development regulations for the Project that are not in conflict with the approved Subdivision Concept Plan in the same manner that such Land Use and Development Regulations are enforced within the City of Pflugerville's corporate boundaries. The "Project" as that term is used in this document means the development of the CREEKSIDE PARK SUBDIVISION, as the New Cele Subdivision shall hereinafter be named..
- 1.04 New New Developer and City agree that all internal streets and driveways as shown on the Subdivision Concept Plan will be built to the City of Pflugerville Subdivision Construction Standards and in length and width as shown on the Subdivision Concept Plan. The street right-of-ways and pavement widths shall be as shown on the revised Subdivision Concept Plan attached hereto as Exhibit "B". All internal street improvements shall be built at New Developer's sole cost and expense.
- 1.05 New Developer and City agree that the planting of two trees on each lot, outside the 10-foot public utility easement, and the sodding of the right-of-way area adjacent to each lot, including the area between the sidewalk and the curb, and front yard of each lot with a drought tolerant sod shall satisfy New Developer's landscape requirements. At least one of the trees shall be planted in the front yard of each lot. All trees shall be selected from the list of trees as shown on the City's "Drop-by-Drop" plant list attached hereto as Exhibit "C". All landscape materials must be of health, quality and material equal to or better than what is required under the City's Site Development Code, currently codified in Section 155.500(K).
- 1.06 The Drainage Detention Facilities for the Subdivision shall be built in accordance with the City's drainage and detention requirements as adopted on the date of filing of the Subdivision Concept Plan.
 - 1.06.1 The Drainage and Detention Facilities shall be built as indicated on the Master Plan Drainage Plan, and shall be designed in accordance with all drainage and detention requirements as provided in the Austin Drainage Criteria Manual as adopted by the City of Pflugerville on the date of filing of the Preliminary Plan and in compliance with Travis County Drainage, Detention and Flood Plain Authority. The Drainage and Detention Facilities shall be designed to serve the Property assuming fully developed conditions, but shall not be required to assume developed conditions of any off-site properties.
- 1.07 City and New Developer agree that potable water in sufficient capacity to serve the proposed development of the Property shall be pursuant to agreement with Manville Water Supply Corporation (Manville), which holds the Certificate of Convenience and Necessity to provide retail water service to the area where the Project is located. The City shall have no responsibility for providing municipal water service to the Project. To the extent that the Manville Waterline Construction Standards are permissive and the City's Construction Standards, if applicable, would require a higher grade of pipe or a more rigorous construction standard, the New Developer agrees to comply with the City's more rigorous standards subject to Manville's consent.
- 1.08 The City agrees to provide wastewater service capacity to serve the subject Property as follows:
 - 1.08.1 The City shall provide the first 300 Living Unit Equivalent ("LUE's) of retail wastewater service at no cost to New Developer pursuant to the Utility Service Assignment Agreement between Kelly Lane Utility Company and the City. The City acknowledges that all required impact fees or capital recovery fees for said 300 LUE's of wastewater service capacity have already been paid.

- 1.08.2 The City agrees that it will provide an additional 150 LUE's of retail wastewater service for the Property subject only to the payment of City's standard and uniform impact fees for the location and/or the Certificate of Convenience and Necessity ("CCN") in which the Property is situated, which are currently \$1,362.00 per wastewater LUE (but are subject to standard and uniform change from time to time by the City). The impact fee for each individual LUE shall be paid at the time of issuance of a building permit.
- 1.08.3 New Developer shall construct all internal wastewater collection system facilities and any required improvements to the Kelly Lane/Eagle Point lift station that the City's engineer and the New Developer's engineer, together, determine are necessary to ensure adequate capacity and proper operation of that lift station. All wastewater improvements constructed by New Developer shall be built in accordance with the City's requirements.
- 1.09 All water and wastewater improvements constructed by New Developer shall be constructed at New Developer's sole cost and expense.
- 1.10 New Developer and City agree that the approved land uses and amenities in each final plat section shall be as specified on the land use summary of the Subdivision Concept Plan, unless otherwise mutually agreed upon in writing by both the City and New Developer. New Developer agrees to adopt and record a Declaration of Codes Covenants and Restrictions applicable to all lots in the Subdivision, which shall establish a Home Owners Association to enforce the Declaration. The Declaration shall require maintenance of the landscape portion of the right-of-way by a License Agreement negotiated between New Developer and the City and assignable to Travis County as applicable. Further, the Declaration shall require the Home Owners Association to maintain all common areas and open space consistent with the City standards.
- 1.11 New Developer and City agree that the dedication of the Parkland as shown on the Subdivision Concept Plan shall satisfy New Developer's Parkland dedication requirement and a portion of the drainage facilities requirement for the Subdivision as shown on said Exhibit B, and that said Parkland Dedication shall occur upon final platting of Phase I as shown in the Subdivision Concept Plan and in accordance with the Parkland Dedication requirements of the City's Subdivision Code.
- 1.12 New Developer agrees to develop a playground and picnic pavilion on the Parkland Lot at its own Cost and expense and further agrees to establish an assessment mechanism in deed restrictions for the Subdivision requiring the property owners to maintain said playground and amenity facility so long as the City allow the maintenance of said facilities within the Parkland. The playground and amenity facilities built by New Developer shall comply with ADA requirements and nationally recognized safety standards for playground equipment.
- 1.13 City agrees that New Developer may final plat the Subdivision Concept Plan in phases as designated on the Subdivision Concept Plan. New Developer may, but shall not be required to Final Plat more than one phase at the same time, provided each final plat phase is contiguous to a developed phase and Phase I is the first phase which is final platted.

ARTICLE II
The Project

- 2.01 The Project is the development of the Property into a residential community and the construction of the necessary utility, street and drainage infrastructure to serve such development. The Project includes approximately 346 RESIDENTIAL LOTS comprising approximately 81.35 acres; one COMMERCIAL/MIXED USE LOTS comprising approximately 2.34 acres, 3 common area lots, comprising approximately 2.14 acres; 1 PUBLIC USE LOT comprising .71 acres, 1 PARK LAND lot comprising approximately 63.9 acres. Approximately 20.44 acres will be dedicated to new RESIDENTIAL STREETS. The Project totals approximately 147.59 acres.

- 2.01.1 The Project shall include the construction of all streets internal to the Project: sidewalks, lighting, drainage and other infrastructure improvements, as are identified in the Subdivision Concept Plan and the extension of water lines and wastewater line facilities. No off-site improvements are required to be built by New Developer as part of this Project, except improvements to the Eagle Point/Kelly Lane Lift Station as provided in Section 1.08 above.
- 2.01.2 Residential lots shall be configured into a mix of lot sizes, which street frontages as shown on the Subdivision Concept Plan. The outside wall area of the first story of any main use dwelling located on a residential lot must have a minimum of 75% masonry construction. The minimum 75% masonry construction must include 100% masonry on the front and both sides of any such dwelling; provided, that a covered entryway of sawn or hewn wood can be counted toward such 100% requirement. The outside wall area of the second story of any main use dwelling located on a residential lot must have a minimum of 25% masonry construction. The minimum 25% masonry construction must include 100% masonry on the front of the second story of any such dwelling. Masonry construction consists of brick, ledge stone, field stone, stucco, or any other native type of stone veneer, as defined in the City's Site Development Code. In addition, Hardiplank, hardiboard, or similar cementitious siding material shall be considered as masonry provided that (a) it is installed as lap siding and (b) 100% of the front and both sides of the first and second stories must be masonry if Hardiplank, hardiboard, or similar cementitious siding material is used to satisfy the masonry requirement in this section. Hardipanel or similar cementitious siding material may be used on the remainder of the exterior façade but does not satisfy the masonry requirements. Minimum setbacks for all residential lots shall be as shown on the Building Setbacks Table on the Subdivision Concept Plan.
- 2.01.3 In the event the Commercial Mixed Use Lots are annexed into the City prior to development, the Commercial Mixed Use Lots will be zoned in a manner that will permit New Developer's intended use(s). However, the following uses(s) as defined in the City's Zoning Code shall be prohibited uses on the Commercial Mixed Use Lot: Light Industrial "LP"; General Industrial (GI); any residential use, including but not limited to Residential – Manufactured Housing (MH) or any Residential – Multi-Family designation. Further, New Developer shall prohibit the use of the Commercial Mixed Use Lot for any sexually oriented business. Finally, the Floor Area Ratio, as defined in the City's Site Development Code, for the Commercial Mixed Use Lot shall not exceed 0.3.

ARTICLE III
Annexation Schedule

- 3.01 New Developer agrees to petition voluntary annexation of the Property pursuant to the Texas Local Government Code Section 43.024 at the time the First Amended Agreement is adopted. The annexation ordinance shall adopt zoning for the Property to be annexed that conforms to the uses identified in Article II above. The annexation shall be completed as soon as practical after the approval of this First Amended Agreement
- 3.02 The City shall be under no obligation to accept said voluntary petition of annexation at the time submitted by New Developer. Likewise, the voluntary annexation petition submitted by New Developer may be revoked at any time prior to the final adoption of the annexation by the City should the City fail to process a zoning ordinance which conforms the zone district classifications to the uses identified in Article II above of this First Amended Agreement.
- 3.03 The City acknowledges and agrees that notwithstanding annexation and zoning of the Property, the City will not protest agricultural exemption status of the Property on any portion thereof claimed by New Developer prior to the recording of final plat of the Property or any portion thereof and the commencement of construction of the Subdivision infrastructure improvements required to serve such approved final plat.
- 3.04 The City agrees that it shall adopt a Service Plan with the annexation of the Property by ordinance, which

provides for water and sewer service in sufficient quantities to serve the Property as Final Plats thereof are approved, subject only to completion of all internal water and wastewater infrastructure improvements built to City or other service provider's applicable construction standards and in compliance with the requirements of this Article III of the First Amended Agreement.

ARTICLE IV
Miscellaneous

- 4.01 The City agrees to extend the expiration date on any approved preliminary plan for Creekside Park Subdivision to a period which shall expire 5-years after the later of the Effective Date of this Development Agreement or the final approval date of any preliminary plan, unless a final plat for all or a portion of the Property has been recorded, in which case any approved Preliminary Plan expiration date shall be extended for an additional 24-months. Thereafter, so long as subdivision infrastructure work, pursuant to one or more final plats of any additional unplatted portions of the Property or construction work pursuant to valid unexpired building permits is on-going, any approved Preliminary Plan shall not expire during the term of this Agreement as provided in Article VI herein.

ARTICLE V
Dedication of the Utility Facilities and Improvements to City

- 5.01. Upon completion of the Project or any portion thereof, and the utility facilities, streets and drainage facilities necessary to serve such portion of the Property, all said improvements serving City facilities or operations shall be dedicated to the City and the City agrees to accept the same, including all wastewater lines, pipes and facilities, for ownership, operation and maintenance in a timely manner; provided however, that water facilities shall be dedicated to the certificated retail water service provider.

ARTICLE VI
Assignment of Commitments and Obligations

- 6.01. The New Developer's rights and obligations, under this Agreement, may be assigned, by the New Developer, to one or more purchasers of all or any portion of the Property. New Developer shall notify City in writing of any assignment of rights to, or, assumption of obligations, by, an assignee; provided however, that the commitment of LUE's in Section 1.08 may not be assigned to any land other than the Property
- 6.02. This Agreement shall be binding upon the Parties, their successors and assigns and shall be effective for a term of fifteen (15) years unless renewed and extended by written mutual agreement of the Parties in accordance with Chapter 212, Sub-Chapter G, Local Government Code.

ARTICLE VII
Default

- 7.01. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

ARTICLE VIII
Notices

- 8.01 Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:
City Manager
City of Pflugerville
P. O. Box 589
Pflugerville, Texas 78691
(512) 251-2874- fax

Any notice mailed to New Developer shall be addressed to:

Mr. John Lloyd
4111 Lakeplace Lane
Austin, Texas 78746
(512) 328-1868 - fax

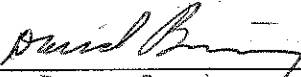
Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ARTICLE IX
Entire Agreement

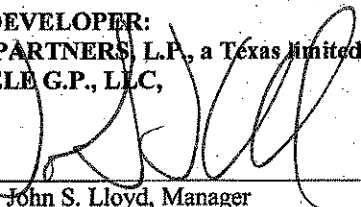
9.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

EXECUTED in multiple originals and effective as of the 15th day of May 2007..

CITY OF PFLUGERVILLE, TEXAS

By:  Date: 5/15/2007
DAVID BUESIAS
its City manager

NEW DEVELOPER:
CELE PARTNERS L.P., a Texas limited partnership
By: **CELE G.P., LLC,**

By:  Date: 5/17/07
John S. Lloyd, Manager

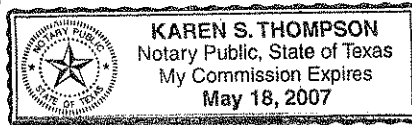
STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared David Buesing,
City Manager of the City of Pflugerville, Texas, and known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed on behalf of the said municipality.

GIVEN UNDER MY HAND AND SEAL of office this 15 day of May, 2007.

Karen S. Thompson
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §



BEFORE ME, a Notary Public, on this day personally appeared John S. Lloyd, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for
the purposes and consideration therein expressed on behalf of said general partnership.

GIVEN UNDER MY HAND AND SEAL of office this 17th day of May, 2007.

Irma W. Speers
Notary Public in and for the
State of Texas

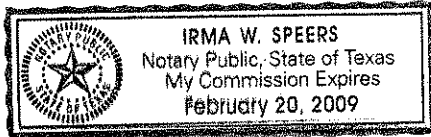


EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

BEING PART OF THE JAMES P. KEMPE SURVEY
NO. 12 IN TRAVIS COUNTY, TEXAS, AND
BEING PART OF THE HOPPE FAMILY TRUST
PROPERTY DESCRIBED IN VOLUME 12009, PAGE
1208 OF THE TRAVIS COUNTY REAL PROPERTY
RECORDS, SAME BEING PREVIOUSLY DESCRIBED
IN A DEED TO M.J. HEINE AND WIFE IN
VOLUME 721, PAGE 345 OF THE DEED RECORDS
OF TRAVIS COUNTY, TEXAS, SAID TRACT OF
LAND BEING MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found beside an old and decayed
fence post in hedgerow, on Heine's east line, at the northwest
corner of the Louls and El Doris Haverlah 110.48 acre tract of
land described in Volume 10808, Page 588 of the Travis County
Real Property Records, being also the southwest corner of the
Sophie Koch 146.76 acre tract of land described in Volume
707, Page 440 of the Travis County Deed Records, said point
called to be the northwest corner of the Andrew Austin Survey
No. 19 in said Haverlah deed, for a point on the east line
and PLACE OF BEGINNING hereof;

THENCE with Haverlah's west line, S 30°30'45" W 1571.02 feet
to a 1/2" rebar found beside an old and decayed fence post in
hedgerow, at Haverlah's southwest corner, and the northwest
corner of the Henry B. Vorwerk 50.32 acre tract of land as
described in Volume 5246, Page 781 of the Travis County Deed
Records, for an angle point on the east line hereof;

~~THENCE with fence remnants and hedgerow, S 30°49'11" W passing~~
Vorwerk's south line, also the north line of the Marvin Hamann
130.50 acre tract of land described in Volume 3975, Page 2149
of the Travis County Deed Records, 761.29 feet to a 1/2" rebar
set at an angle point in old fence remnants marking the most
westerly occupied line of Hamann, for an angle point on the
east line hereof;

THENCE with said old fence remnants along the most westerly
occupied line of Hamann, the following four calls:

- 1) S 45°40'39" W 45 84 feet to a 1/2" rebar set;
- 2) S 25°54'49" W 42 87 feet to a 1/2" rebar set;
- 3) S 27°24'21" W 52 17 feet to a 1/2" rebar set;
- 4) S 22°53'37" W 9.39 feet to a 1/2" rebar set approximately
20 feet north of Heine's present south fence line, on the
north line of the Edmond and Doreen Randig 154.10 acre
tract of land described in Volume 11080, Page 27 of the
Travis County Real Property Records, for the southeast
corner hereof, said point lying 8.56 feet west of Haverlah's
extended west line and lying 18.43 feet west of Randig's
calculated northeast deed corner;

THENCE with Randig's north deed line (a fence line existing in 1984 at time of Randig survey, but no longer in evidence) and running north of Heine's present fence line, the following five calls:

- 1) N 59°52'56" W 1245.33 feet to a 1/2" rebar set;
- 2) N 60°47'24" W 279.59 feet to a 1/2" rebar set;
- 3) N 47°59'14" E 3.63 feet to a 1/2" rebar set;
- 4) N 59°39'18" W 408.18 feet to a 1/2" rebar set;
- 5) N 60°10'36" W 225.05 feet to a 1/2" rebar set at the intersection of Randig's north deed line with Heine's present south fence line, for an angle point on the south line hereof;

THENCE with Heine's present south fence line and departing in a northerly direction from Randig's north deed line, N 58°53'12" W 589.88 feet to a corner post at Heine's occupied southwest corner, from which point a corner post at a ninety degree bend in Randig's north line bears S 32°49'57" W 34 30 feet;

THENCE N 58°53'12" W 2.54 feet to a 1/2" rebar set on the east line of the Hassibi and Associates, Ltd. 178.76 acre tract of land described in Volume 13225, Page 1882 of the Travis County Real Property Records, for the southwest corner hereof;

THENCE with the easterly line of said Hassibi property, the following three calls:

- 1) N 30°21'57" E 1786.09 feet to a 1/2" rebar found;
- 2) S 59°41'07" E 967.89 feet to a 1/2" rebar found at the southwest corner of Tract 2 as described in said Heine deed;
- 3) with Hassibi and the west line of said Heine Tract 2, N 30°20'15" E 703 11 feet to a 1/2" rebar set for the southwest corner of a 5.47 acre tract to be retained by Heine and not conveyed herein, for a westerly northwest corner hereof, from which point a 1/2" rebar found at Hassibi's northeast corner on the south line of Cale Road bears N 30°20'15" E 259.41' feet;

THENCE S 59°47'52" E 916.00 feet to a 1/2" rebar set for the southeast corner of said 5.47 acre retainer tract, for an ell corner hereof;

THENCE with the east line of said 5.47 acre retainer tract, N 30°20'15" E, passing the northeast corner of said 5.47 acre tract (30 feet south of and parallel with the center of the paving of Cale Road) 290.00 feet to a nail set on the center of the asphalt paving of Cale Road, for the most northerly northwest corner hereof;

THENCE with the center of the asphalt paving of Cale Road (see County Commissioners' Road Minutes Volume 2, Page 302, S 59°47'52" E, at 569.43 feet pass a nail set at a point of curve to the right, and continue with the same course (along a projection of the

straight segment of said road, and departing in a northerly direction from the curving pavement) for a total distance of 881.54 feet to the northeast corner hereof;

THENCE with a northerly projection of Haverlah's west line, S 30°30'45" W at 91.82 feet pass a nail set on the curving center line of the asphalt pavement of Cele Road, and continue with the same course for a total distance of 302.45 feet to the PLACE OF BEGINNING and containing 148.30 acres of land, more or less.

SEE MAP AND SURVEY REPORT PREPARED TO ACCOMPANY THIS DESCRIPTION.

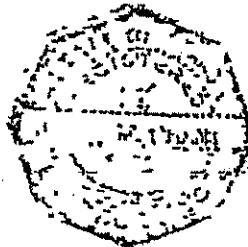
AS SURVEYED BY:
RALPH HARRIS SURVEYOR, INC.
1406 Hether Street
Austin, Texas 78704
(512) 444-1781

James M. Grant

James M. Grant, RPLS 1919

September 22, 1999

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plants on this list are the only plants eligible for a Texas native plant award

Plant List

TREES, EVERGREEN

Afghan Pine
Pinus eldarica

Cherry Laurel
Prunus caroliniana
30' H, 15' S

Deodar Cedar
Cedrus deodara
60' H, 40' S

Live Oak
Quercus virginiana
80' H, 30' S

Mountain Laurel
Sophora secundiflora
20' H, 6' S

TREES, DECIDUOUS

Bald Cypress
Taxodium distichum
60' H, 30' S

Bradford Pear
Pyrus calleryana 'Bradford'
30' H, 25' S

Burr Oak
Quercus macrocarpa
80' H, 30' S

Cedar Elm
Ulmus crassifolia
60' H, 20' S

Chinese Pistache
Pistachia chinensis
50' H, 30' S

Chinquapin Oak
Quercus muhlenbergii
80' H, 30' S

Crape Myrtle
Lagerstroemia indica
30' H, 12' S

Desert Willow
Chilopsis linearis
12' H, 12' S

Escarpment Cherry
Prunus serotina 'Escarpment'

Flameleaf Sumac
Rhus copallina and lanceolata
20' H, 15' S

Goldenraintree
Koelreuteria paniculata
20' H, 30' S

Honey Mesquite
Prosopis glandulosa

Mexican Buckeye
Ungnadia speciosa
15' H, 8' S

Mexican Plum
Prunus mexicana
25' H, 15' S

Mexican White Oak
Quercus polymorpha
80' H, 30' S

Pecan
Carya illinoensis
60' H, 50' S

Shumard Oak (Red)
Quercus shumardii
80' H, 30' S

Texas Ash
Fraxinus texensis
45' H, 20' S

Texas Persimmon
Diospyros texana
20' H, 12' S

Texas Pistache
Pistacia texana
40' H, 45' S

Texas Redbud
Cercis canadensis var. texensis 15' H, 12' S

Texas Red Oak
Quercus texana
80' H, 30' S

Vitex, Lilac Tree
Vitex agnus-castus
20' H, 15' S

Western Soapberry
Sapindus saponaria var. drummondii

RESOLUTION NO. 979-07-03-13-8A..

**RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS
APPROVING A SUBDIVISION DEVELOPMENT AGREEMENT**

WHEREAS, Double J Investments, Ltd., owner of that certain tract of land located within the City of Pflugerville extraterritorial jurisdiction, and being platted as Creekside Park has filed a revised development agreement associated with said subdivision for approval by the City; and

WHEREAS, upon due consideration, the City and Double J Investments, Ltd., wish to revise an existing development agreement to serve the proposed subdivision; NOW THEREFORE,

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

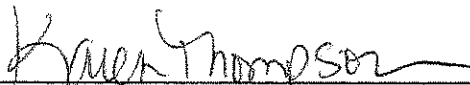
That the attached revised subdivision development agreement for the Creekside Park subdivision is hereby approved and the City Manager is authorized to execute said document on behalf of the City.

APPROVED this 13th day of March, 2007.

CITY OF PFLUGERVILLE, TEXAS

By: 
KURT REECE, Mayor Pro Tem

ATTEST:


KAREN THOMPSON, City Secretary