

**SECOND AMENDMENT
TO THE DEVELOPMENT AGREEMENT
REGARDING BOHLS NORTH AND PCDC TRACTS**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Second Amendment to the Development Agreement (the "Second Amendment") is made and entered into as of the last date of execution below, by and between the City of Pflugerville, Texas ("City") and 130 Cactus Investment, L.P., a Texas limited partnership ("Developer").

WHEREAS, the City, the Developer, and Texas Viejo Land Company, a Texas corporation (the "Development Partner") entered into a Development Agreement on May 9, 2006 (the "Agreement") to be made effective as of October 25, 2005 for development of approximately 1,500 acres that lie partially inside the City's corporate limits and extra territorial jurisdiction and partially outside the City's jurisdiction; and

WHEREAS, the City, the Developer and the Development Partner entered a First Amendment to the Development Agreement on August 29, 2006 (the "First Amendment"); and

WHEREAS, the City and the Developer (collectively the "Parties") desire to further amend the Agreement only as it affects the Bohls North Tract described as an approximate 237.56 acre tract of land more particularly described in Exhibit A attached hereto and incorporated herein by reference, the 119.023 acre PCDC Tract, more particularly described by metes and bounds in Exhibit B attached hereto and incorporated herein by reference, and the Cactus Residential Tract described as an approximate 162.17 acre tract of more particularly described in Exhibit C attached hereto and incorporated herein by reference to reflect further agreements regarding subdivision, land usage, provision of utilities and site development of only the Bohls North Tract, the PCDC Tract and the Cactus Residential Tract as described in this Second Amendment (the "Property"); and

WHEREAS, by that certain "Assignment of Rights" dated October 19, 2006, the Development Partner assigned all its rights and obligations under the Agreement as amended by the First Amendment with respect to all of the Property to the Developer, and the City desires to approve such assignment pursuant to Article XI of the Agreement; and

WHEREAS, the Developer has acquired the approximate 119.023-acre PCDC Tract described in Exhibit B, which is currently within the full purpose corporate limits of the City of Pflugerville and Developer desires to have the City disannex said PCDC Tract from the corporate limits of the City and consent to the annexation of said PCDC Tract into Travis County Municipal Utility District No. 17 (MUD 17) and the City desires to consent to such annexation; and

WHEREAS, the Parties agree that this Second Amendment to the Development Agreement is effective only as it relates to the Bohls North Tract, PCDC Tract and the Cactus Residential Tract (collectively the "Property") and this Second Amendment shall not affect any of the other property described in the Agreement, including the Cactus Commercial Tract, the Wildpflower Residential Tract and the Wildpflower Commercial Tract.

NOW THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City hereby agree as follows:

1. Definitions. Each capitalized term used herein has the meaning assigned to such term in this Second Amendment which shall supersede and replace in its entirety any definition of the Agreement, or First Amendment in conflict with said term as it relates to the PCDC Tract, Cactus Residential Tract or the Bohls North Tract, unless the context hereof otherwise requires or provides.

a. The definition of "Property" in this Second Amendment shall include only the Bohls North Tract, more particularly in Exhibit A herein, and the PCDC Tract, more particularly described in Exhibit B herein. The Property described in this Second Amendment now consists of approximately 356.58 acres of land.

b. The term "Bohls North Tract" shall refer to the approximately 237.56 acre tract which is currently within the boundaries of MUD 17 and described by metes and bounds in Exhibit "A".

c. The term "PCDC Tract" shall refer to the 119.023 acre tract currently in the corporate limits of the City and which the City agrees to disannex from the corporate limits and consent to annexation into MUD 17 and described by metes and bounds in Exhibit "B".

d. The "Property shall refer to the 356.58 acres, inclusive of the Bohls North Tract and the PCDC Tract.

e. The term "Cactus Residential Tract" shall refer to the 162.17_ acre tract currently in MUD 17 which shall be excluded from MUD 17 and may be annexed into the corporate limits of the City of Pflugerville and zoned for commercial purposes at the discretion of the City Council of the City.

2. Developer Assumption of Agreement. The Development Partner has assigned and the Developer agrees to assume all of the rights and obligations of the Development Partner under the Agreement, as it relates to the Property as amended by the Second Amendment. The Developer may further assign its rights and obligations under the Agreement to Bohls North Development, LLC. The City approves such assignment by the Development Partner and assumption by the Developer and assumption by Bohls North Development, LLC.

3. The PCDC Tract. The City consents to the disannexation of the PCDC Tract from the corporate boundaries of the City and consents to the annexation of the PCDC Tract into

MUD 17. Contemporaneously with the adoption of a resolution authorizing execution of this Second Amendment, the City agrees to adopt a resolution consenting to such annexation substantially in the form as Attachment 1, attached herewith and incorporated for all purposes as if written and copied herein Attached as Exhibit "B" to such resolution are the City's conditions for the consent to the annexation.

4. Property Land Plan.

a. MUD 17 will include, among other property, all of the Property inclusive of Bohls North Tract and PCDC Tract consisting of approximately 356.58 3 acres.

b. The Parties agree that the land plan for the Property shall be substantively as described in Attachment 2, 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 Developer, its successors and assigns.

c. The City agrees to approve the use and development of the Property in accordance with the Land Plan in Attachment 2 including the document titled Bohls North Attachment Regulating Plan attached herewith and incorporated for all purposes as if written and copied herein as Attachment 3 and specifically approves the land uses, densities and building setbacks as more particularly described and identified in Attachments 2 and 3. The requirements of Attachments 2 and 3 apply to Bohls North and the PCDC Tract. The Parties acknowledge that the PCDC Tract is within the corporate limits of the City and zoned for light industrial use. However, when the PCDC Tract is excluded from the corporate limits, such zoning by the City will no longer apply and the land use of the PCDC Tract will be as shown on Attachment 2 Property Land Plan. Developer shall file a conceptual plan with the City's Planning and Zoning Commission that shall be subject to their approval. The plan shall be valid for four years from the execution of this document. In the event the Conceptual Plan expires the Developer shall be required to file a new plan subject to all City Code requirements as amended that are not specifically addressed in this agreement.

d. Residential lots on the Property Land Plan shall have a minimum size of 6600 square feet (approximately 55-feet wide by 120 -feet deep) and shall be configured with street frontages as shown on the Property Land Plan. The Property Land Plan shall require a mix of lot sizes with a minimum of 10% of the lots being not less than 7500 square foot in size, a minimum of 10% of the lots not less than 8400 square feet in size and a minimum of 5% of the lots not less than 9000 square feet in size. These lot requirements are exclusive of each other.

e. Except as modified by this Agreement all residential development shall comply with the Residential Design Standards of Chapter 157.804 of the Code of the City of Pflugerville. Side yard setbacks shall be a minimum of 5 feet on each side for lots less than 7500 square feet and 7.5-feet on each side for lots equal to or greater than 7500 square feet.. All final plat subdivision construction plans shall comply with Travis County's Interim Rules Regarding Water Quality and shall otherwise comply with all subdivision requirements of the City, including requirements within the City's Engineering Design Guidelines, Construction Standards and Construction Details applicable to roads, utilities and drainage, etc.

f. All residential and commercial construction within the Property shall be subject to the building and construction codes of the City as amended. The City Building Code

Inspectors shall inspect all commercial and residential construction for a fee equal to the City's Trade Application Fees and Building Permit Fees as amended.

5. Infrastructure Fund. Developer agrees to pay to the City an infrastructure fee in the amount of \$1200 per lot within the residential portions of the Property (the "Infrastructure Fee"). The Infrastructure Fee shall be paid by Developer on a final plat section-by-section basis when Developer receives reimbursement from the bond proceeds of MUD 17 for each section's internal water, internal wastewater and drainage facilities. Infrastructure Fees shall be collected and deposited into a separate fund of the City to be used for City public infrastructure improvements in the City's sole discretion.

6. Water.

a. The Parties acknowledge and agree that the PCDC Tract is in the certificated water service area of the City and that water service in sufficient capacity to serve the Property will be provided to MUD 17 on a contract basis by the City. The Developer agrees that Impact Fees shall be paid for water service to the City at the then current impact fee rates for each such service connection.

b. The parties acknowledge and agree that the Bohls North Tract is in the certificated water service area of Manville Water Supply Corporation ("Manville") and that water service to the Bohls North Tract shall be provided by contract to MUD 17 and impact fees shall be paid to Manville at such rates and on such terms as may be provided in the contract between MUD 17 and Manville Water Supply Corporation. The Developer agrees with the City that it will not object to a request by the City, and in fact will support a request by the City, to Manville to provide retail water services to the Bohls North Tract pursuant to an interlocal agreement with Manville. The Parties acknowledge and agree that Developer shall only be required to pay impact fees for water service to the Bohls North Tract to the actual service provider, which impact fee shall be paid to Manville unless otherwise agreed by the City, the Developer and Manville.

7. Wastewater Service.

a. The Parties agree that the City shall provide wastewater service for the Property. The City shall construct all major wastewater transmission mains, force mains and lift stations necessary to serve the Property and shall commence such construction within 90-days of the latter of the approval of any final plat section requiring such facilities and written notice from Developer to City that Developer's subdivision construction plans have been approved and Developer intends to commence construction of the subdivision infrastructure within 60-days. In the event substantial construction has not commenced within such period after final plat approval, Developer shall be entitled, upon written notice to the City, to commence such construction at its sole cost and expense and receive a full impact fee credit for its engineering design and bid construction costs. The Developer or builder shall be solely responsible for constructing all internal sewer lines and lot service connections necessary to provide wastewater service to each separate lot within the Property. The Developer shall pay a fee equal to the in-city impact fees, as amended, for each platted lot at the time a building permit is pulled for the lot. The Developer agrees to execute easements for wastewater lines across its Property to the City at no cost to the City, and to acquire at its sole cost and expense any portion of the sewer line easement for the 36 inch wastewater line to be placed along the north boundary of the PCDC Tract; the portion which traverses the Randig Tract; and the portion that runs along the east side

of the Property. Any portion of this 36 inch wastewater line that traverses City Parkland will be acquired by the City at its sole cost and expense. The easement will be located approximately as shown on Attachment 4, attached herewith and incorporated for all purposes as if written and copied herein.

8. Storm water. When not otherwise detained on-site, or within the proposed development, fee-in-lieu payable to the City's regional storm water detention fund based on the applicable calculations for site generated storm water not detained on-site shall be permitted.

9. Oversize Participation. Based on the City's infrastructure and long range needs, oversize participation regarding water, wastewater, and streets may be required in which the City shall compensate the subdivider proportionally not later than the date the approved construction bid is accepted and the Construction Contract signed, unless otherwise agreed to by the City and Developer.

10. Strategic Partnership Agreements and Annexation of MUD 17 by the City.

Developer and City agree that they will take all necessary actions to cause the City and MUD 17 to enter into a separate strategic partnership agreement ("Strategic Partnership Agreement") pursuant to Chapter 43, Local Government Code. As part of this Agreement and the Strategic Partnership Agreement, the Developer agrees that the City may annex any commercial areas within the Property for limited purposes and to levy and collect sales taxes on the Property for any lawful purpose.

11. Cactus Residential Tract.

Developer and City agree that this agreement shall become effective after the Cactus Residential Tract is excluded from MUD 17. The Developer agrees to release all vested residential development plans, plats or permits and shall agree that no residential vesting has occurred or shall exist on the Cactus Residential Tract pursuant to Chapter 245 Texas Local Government Code. Developer agrees the Cactus Residential Tract may be zoned exclusively for non single family uses, but may include commercial, light industrial or multifamily uses purposes at the sole discretion of the Pflugerville City Council.

12. Miscellaneous.

a. Entire Agreement. This Second Amendment, together with the Agreement and the First Amendment, sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all parties. The Second Amendment shall supercede any conflicting provision of the Agreement or First Amendment as it affects the Property.

b. Binding Effect. This Second Amendment will extend to and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

c. Execution. To facilitate execution, this instrument 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 be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (I) the signature pages taken from separate individually executed counterparts of this instrument

may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Second Amendment.

d. Governing Law. This Second Amendment will be governed by and construed in accordance with the laws of the State of Texas with venue in Travis County, Texas.

e. Representations and Warranties by Developer. If Developer is a corporation or a limited liability company, or limited partnership, Developer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Developer has been duly authorized to act for and bind Developer. Developer acknowledges that the agreement may be terminated and payment may be withheld if this certification is inaccurate.

f. Payment of Debt or Delinquency to the Local or State Government. Developer agrees that any payments owing to Developer under an agreement with the City of Pflugerville may be applied directly toward any debt or delinquency that Developer owes the State of Texas, Travis County, Williamson County the City of Pflugerville or any other political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

g. Child Support Certification. Developer hereby certifies that none of the officers of the corporation or partners of the partnership are delinquent in their court ordered child support obligations and shall acknowledge that any agreement with the city may be terminated and payment may be withheld if this certification is inaccurate.

[signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the last date set forth below.

CITY OF PFLUGERVILLE

By: David Buesing
Printed Name: David Buesing
Title: City of Pflugerville
Date: 12-19-09

Attest:

Karen Thompson
City Secretary

130 CACTUS INVESTMENT, LP., a Texas limited partnership
By: CIGNEN, LLC, a Texas limited liability company
Its general partner

By: _____
Douglas B. Kadison, Member/Manager
Date: _____

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the last date set forth below.

CITY OF PFLUGERVILLE

By: David Busing
Printed Name: David Busing
Title: City of Pflugerville
Date: 12-19-08

Attest:

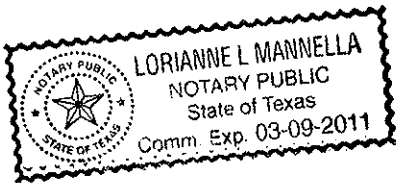
Karen Thompson
City Secretary

130 CACTUS INVESTMENT, LP., a Texas limited partnership
By: CIGNEN, LLC, a Texas limited liability company
Its general partner

By: Douglas B. Kadison
Douglas B. Kadison, Member/Manager
Date: 12/23/2008

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23rd day of December 2008, by Douglas B. Kadison, Member/Manager of CIGNEN, LLC, a Texas limited liability company, general partner to 103 Cactus Investment, LP, on behalf of said limited partnership.



Lorianne L. Mannella
Notary Public, in and for
The State of Texas

EXHIBIT "A"
BOHLS NORTH TRACT
PROPERTY DESCRIPTION

(ATTACHED)

FIELD NOTES

JOB NO:

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DATE: May 31, 2005

PAGE: 1 OF 2

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 being a portion of that tract described as 79 acres of land (First Tract), all of that tract described as 120 acres of land (Second Tract), and all of that tract described as 41 acres of land (Third Tract) in a Warranty Deed granted to Julia Bohls 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 Bohls 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;

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 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 ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the north margin of said Jesse Bohls Road, for the southwest corner of said Vorwerk tract and the southeast corner of said Abers tract (Second Tract) and this tract;

FIELD NOTES

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DATE: May 31, 2005

PAGE: 2 OF 2

THENCE: along the north margin of Jesse Bohls Road and the south line of said Abers 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.

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

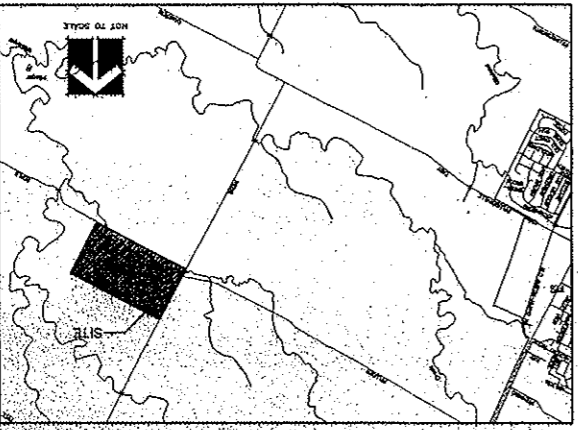
Castleberry Surveying, Ltd.
203 South IH 35, Suite 101C
Georgetown, Texas 78628



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

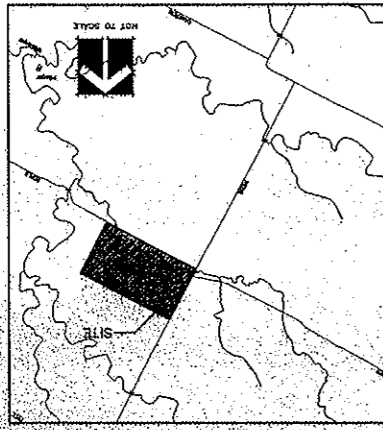
CCC/sle

ALTA/ACSM LAND TITLE SURVEY OF
237.56 ACRES OUT OF THE JOHN BRAY SURVEY NO. 10, ABSTRACT NO. 73
FLUGERVILLE, TRAVIS COUNTY, TEXAS



COUNTY OF WILLIAMSON, TEXAS
Know all men by these presents, that I, JOHN BRAY, of the County of Williamson, State of Texas, do hereby certify that the following is a true and correct copy of the original record of the Survey of the John Bray Survey No. 10, Abstract No. 73, in the Public Records of the County of Williamson, State of Texas, as the same appears in the original record, and that the same has been duly certified and attested by me, the undersigned, at the County Seat of the County of Williamson, State of Texas, this 10th day of July, 1924.

SECTION 10
1. The north line of the survey is a straight line bearing S 89° 15' 00" W, distance 2.4000 feet to a point on the east line of the survey.
2. The east line of the survey is a straight line bearing S 1° 30' 00" E, distance 1.8000 feet to the southeast corner.
3. The southeast corner is a point on the east line of the survey, 1.8000 feet from the south line.
4. The south line of the survey is a straight line bearing S 89° 15' 00" W, distance 2.4000 feet to the southwest corner.
5. The southwest corner is a point on the south line of the survey, 1.8000 feet from the southeast corner.
6. The west line of the survey is a straight line bearing N 89° 15' 00" E, distance 2.4000 feet to the northwest corner.
7. The northwest corner is a point on the west line of the survey, 1.8000 feet from the southwest corner.
8. The north line of the survey is a straight line bearing S 89° 15' 00" W, distance 2.4000 feet to the northeast corner.
9. The northeast corner is a point on the north line of the survey, 1.8000 feet from the southeast corner.
10. The east line of the survey is a straight line bearing S 1° 30' 00" E, distance 1.8000 feet to the southeast corner.



LIST OF OWNERS

NAME	ADDRESS	CITY	STATE
ALTA/ACSM			

THIS SURVEY WAS MADE BY JOHN BRAY, OF THE COUNTY OF WILLIAMSON, STATE OF TEXAS, UNDER THE AUTHORITY OF THE PUBLIC RECORDS OF THE COUNTY OF WILLIAMSON, STATE OF TEXAS, AS THE SAME APPEARS IN THE ORIGINAL RECORD, AND THAT THE SAME HAS BEEN DULY CERTIFIED AND ATTESTED BY ME, THE UNDERSIGNED, AT THE COUNTY SEAT OF THE COUNTY OF WILLIAMSON, STATE OF TEXAS, THIS 10TH DAY OF JULY, 1924.

LEGEND

1/2" NON RM FOUND	(Symbol)
(UNITS OTHERWISE NOTED)	(Symbol)
1/2" NON RM FOUND	(Symbol)
(UNITS OTHERWISE NOTED)	(Symbol)

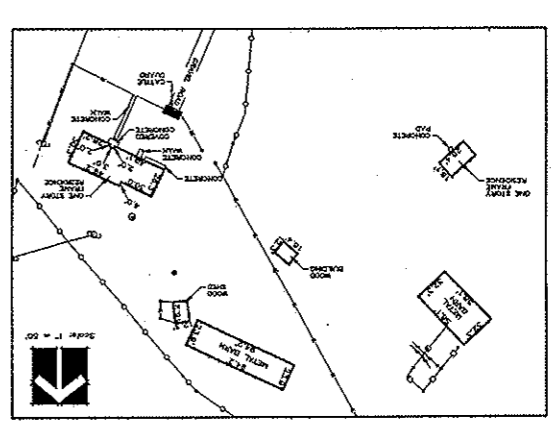
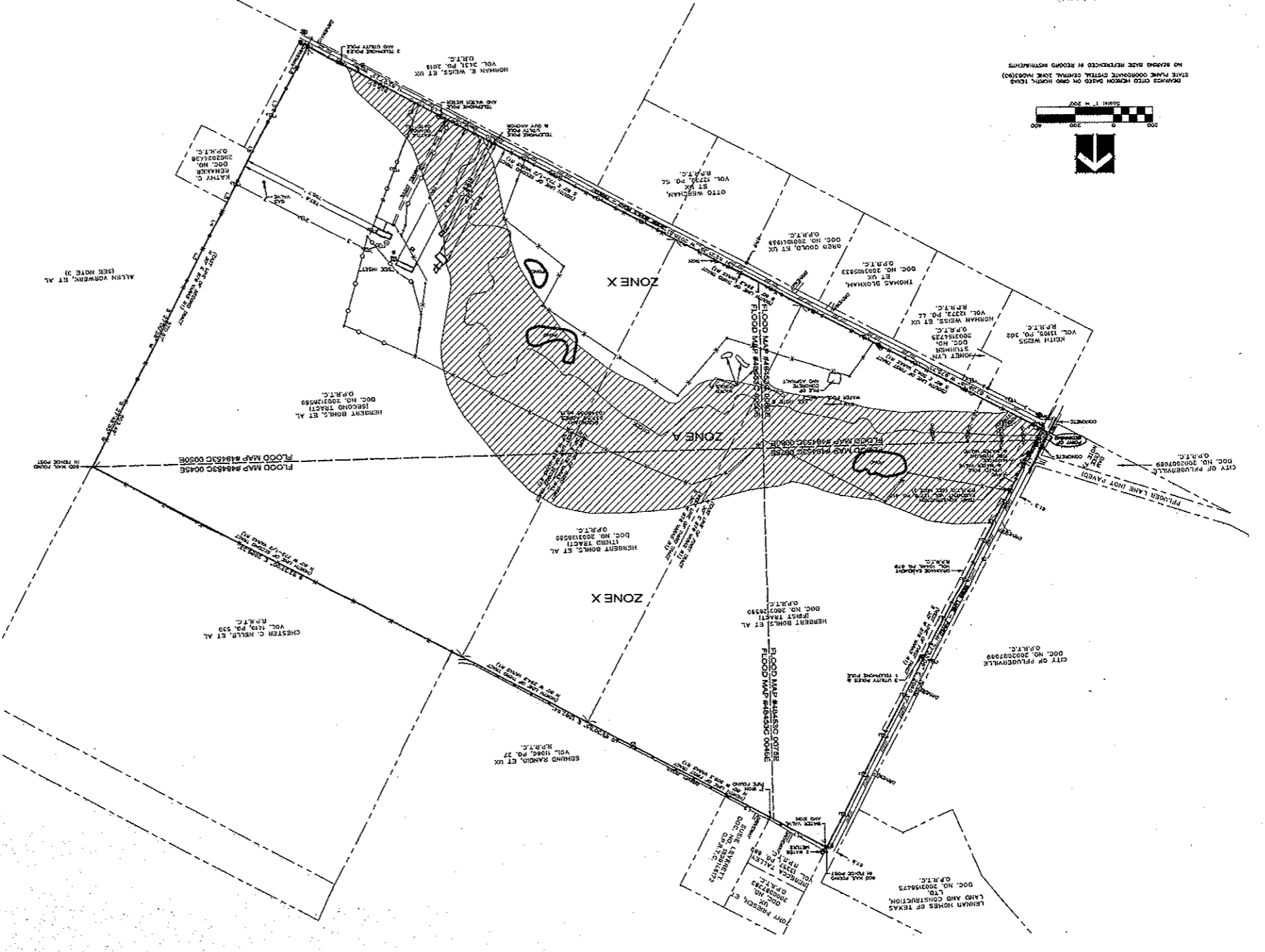


EXHIBIT "B"
PCDC TRACT
PROPERTY DESCRIPTION

(ATTACHED)

FIELD NOTES

JOB NO: R:\2007_PROJECTS\70094-00_The John Bray
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 DATE: December 6, 2007
 PAGE: 1 OF 4

119.023 ACRES

All that certain tract or parcel of land situated in Travis County, Texas out of the John C. Bray Survey No. 10, Abstract No. 73, Travis County, Texas and being a portion of that tract described as 158.1 acres in a Deed of Gift to Edmund A. Randig, et ux, recorded in Volume 6870, Page 2077, Deed Records of Travis County, Texas which is all that tract described as 65.15 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180177, Official Public Records of Travis, Texas and being that tract described as 63.72 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180178, and further described by metes and bounds as follows:

BEGINNING at a ½" iron pin found in the east margin of Weiss Lane, for the northwest corner of that tract described as 2.00 acres in a Warranty Deed granted to Tony Friesen, et ux, and recorded as Document No. 2000087383 of said Official Public Records, for the most westerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract, from which a 60d nail found in a wood fence corner post broken at ground level for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted Rebecca Talley and recorded in Volume 13357, Page 889, Real Property Records of Travis County, Texas, and the original southwest corner of said Randig (6870/2077) tract bears S 27°27'32" W 520.24 feet;

THENCE, N 27°07'19" E 833.45 feet with the east margin of Weiss Lane, a right-of-way of varying width, and the west line of said Pflugerville Community Development Corporation (#2004180177) tract adjacent to a wire fence, to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in said fence line for the northwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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

1. S 67°15'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found in the east line of said Randig (6870/2077) tract for the northwest corner of that tract described as 10.00 acres in a General Warranty Deed granted to Dale P. Randig and recorded in Volume 13115, Page 987 of said Real Property Records;
2. S 27°39'04" W 206.95 feet with the west line of said Randig (13115/987) tract and the east line of said Randig (6870/2077) tract and said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found for the southwest corner of said Randig (13115/987) tract;
3. S 62°37'32" E with the south line of said Randig (13115/987) tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a ½" iron pin found for the northwest corner said Pflugerville Community Development Corporation (#2004180178) tract and for the northeast corner of said Pflugerville Community Development Corporation (#2004180177) tract with the north line of said Pflugerville Community Development Corporation (#2004180178) tract in all 1263.71 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a ½" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.16 feet;

THENCE, with the east line of this tract in the following thirty-three (33) courses:

1. S 33°06'35" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. S 1°14'39" E 59.99 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. S 11°48'56" E 31.06 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. S 23°36'11" E 35.08 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

FIELD NOTES

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DATE: December 6, 2007
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5. S 12°31'01" E 23.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 25.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. S 44°13'36" E 29.57 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. S 46°29'18" E 33.37 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. S 16°28'18" E 35.98 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
11. S 5°51'07" E 50.03 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°59'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
13. S 6°13'17" W 23.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
14. S 14°42'16" W 30.36 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
15. S 0°00'00" W 21.73 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
16. S 18°32'24" E 24.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
17. S 1°34'35" E 43.40 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'38" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 61.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 15°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
21. S 25°49'43" W 41.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

FIELD NOTES

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22. S 14°54'28" W 19.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
23. S 2°46'58" E 26.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
24. S 18°22'47" E 44.41 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°56'12" E 49.63 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
26. S 22°25'47" E 46.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
27. S 20°08'37" E 51.69 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
28. S 9°30'15" E 85.45 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.67 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
30. S 28°47'41" E 32.00 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
31. S 37°57'00" E 37.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
32. S 55°22'59" E 13.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Pflugerville Community Development Corporation (#2004180178) tract;
33. S 27°28'44" W 287.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 60d nail found in a fence corner post for the occupied northeast corner of that tract described as 239.12 acres in an Executor's Deed granted to Herbert Bohls, et al, and recorded as Document No. 2003126589 of said Official Public Records, and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract and this tract;

THENCE, with the south line of this tract in the following five (5) courses:

1. N 62°36'47" W 2089.60 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin found for the southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract;
2. N 62°32'16" W 1593.45 feet continuing with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found for the southeast corner of that tract described as 3 acres in a Warranty Deed granted to Susie Leverett, and recorded as Document No. 1999148172 of said Official Public Records, and for the most southerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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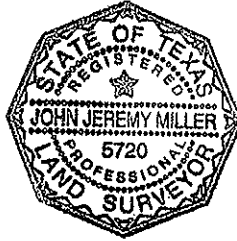
3. N 27°22'43" E 520.55 feet with the east line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for an interior ell corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;
4. N 62°35'55" W 251.07 feet with the north line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the northeast corner of said Friesen tract and the northwest corner of said Leverett tract;
5. N 62°32'40" W 334.59 feet with the north line of said Friesen tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to the point of Beginning and containing 119.023 acres of land within this metes and bounds description.

Bearings cited hereon based on grid north Texas State Plane Coordinate System (Central Zone) NAD 83(93)

John Jeremy Miller 12-6-07

John Jeremy Miller, R.P.L.S. No. 5720
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

JJM/adm



ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ANNEXATION OF APPROXIMATELY 119.023 ACRES OF LAND INTO 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 owners of that certain tract of land described in Exhibit "A" attached hereto (the "Property") together with the Board of Directors of Travis County Municipal Utility District No. 17 (the "District") have requested that the City of Pflugerville, Texas, (the "City") consent to the annexation of the Property into the District; and

WHEREAS, the Property is located in the City's extraterritorial jurisdiction; and

WHEREAS, Sections 54.016 and 54.0165 of the Texas Water 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 annexation of the Property described in Exhibit "A" into Travis County Municipal Utility District No. 17.

SECTION 2: 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 3: 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 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 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor
City of Pflugerville, Texas

ATTEST:

City Secretary

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. _____ 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 _____ day of _____, _____.

(CITY SEAL)

(Signature)

City Secretary
(Title)

Travis
County, State of Texas

Exhibit A

Attached Field Notes of 119.023 Acres.

0712049-DMH

FIELD NOTES

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119.023 ACRES

All that certain tract or parcel of land situated in Travis County, Texas out of the John C. Bray Survey No. 10, Abstract No. 73, Travis County, Texas and being a portion of that tract described as 158.1 acres in a Deed of Gift to Edmund A. Randig, et ux, recorded in Volume 6870, Page 2077, Deed Records of Travis County, Texas which is all that tract described as 65.15 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180177, Official Public Records of Travis, Texas and being that tract described as 63.72 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180178, and further described by metes and bounds as follows:

BEGINNING at a 1/4" iron pin found in the east margin of Weiss Lane, for the northwest corner of that tract described as 2.00 acres in a Warranty Deed granted to Tony Friesen, et ux, and recorded as Document No. 2000087383 of said Official Public Records, for the most westerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract, from which a 60d nail found in a wood fence corner post broken at ground level for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted Rebecca Talley and recorded in Volume 13357, Page 889, Real Property Records of Travis County, Texas, and the original southwest corner of said Randig (6870/2077) tract bears S 27°27'32" W 520.24 feet;

THENCE, N 27°07'19" E 833.45 feet with the east margin of Weiss Lane, a right-of-way of varying width, and the west line of said Pflugerville Community Development Corporation (#2004180177) tract adjacent to a wire fence, to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in said fence line for the northwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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

1. S 67°15'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found in the east line of said Randig (6870/2077) tract for the northwest corner of that tract described as 10.00 acres in a General Warranty Deed granted to Dale P. Randig and recorded in Volume 13115, Page 987 of said Real Property Records;
2. S 27°39'04" W 206.95 feet with the west line of said Randig (13115/987) tract and the east line of said Randig (6870/2077) tract and said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southwest corner of said Randig (13115/987) tract;
3. S 62°37'32" E with the south line of said Randig (13115/987) tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a 1/2" iron pin found for the northwest corner said Pflugerville Community Development Corporation (#2004180178) tract and for the northeast corner of said Pflugerville Community Development Corporation (#2004180177) tract with the north line of said Pflugerville Community Development Corporation (#2004180178) tract in all 1283.71 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a 1/2" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.16 feet;

THENCE, with the east line of this tract in the following thirty-three (33) courses:

1. S 33°06'36" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. S 1°14'39" E 59.99 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. S 11°48'56" E 31.06 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. S 23°36'11" E 35.08 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

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5. S 12°31'01" E 23.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 25.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. S 44°13'36" E 29.57 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. S 46°29'18" E 33.37 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. S 16°28'18" E 35.98 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
11. S 5°51'07" E 50.03 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°59'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
13. S 6°13'17" W 23.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
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15. S 0°00'00" W 21.73 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
16. S 18°32'24" E 24.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
17. S 1°34'35" E 43.40 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'38" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 61.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 15°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
21. S 25°49'43" W 41.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

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22. S 14°54'28" W 19.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
23. S 2°46'58" E 26.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
24. S 18°22'47" E 44.41 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°56'12" E 49.63 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
26. S 22°25'47" E 46.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
27. S 20°08'37" E 51.69 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
28. S 9°30'15" E 85.45 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.67 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
30. S 28°47'41" E 32.00 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
31. S 37°57'00" E 37.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
32. S 65°22'59" E 13.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Pflugerville Community Development Corporation (#2004180178) tract;
33. S 27°28'44" W 287.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 60d nail found in a fence corner post for the occupied northeast corner of that tract described as 239.12 acres in an Executor's Deed granted to Herbert Bohls, et al, and recorded as Document No. 2003126589 of said Official Public Records, and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract and this tract;

THENCE, with the south line of this tract in the following five (5) courses:


1. N 62°36'47" W 2089.60 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a ½" iron pin found for the southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract;
2. N 62°32'16" W 1593.45 feet continuing with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found for the southeast corner of that tract described as 3 acres in a Warranty Deed granted to Susie Leverett, and recorded as Document No. 1999148172 of said Official Public Records, and for the most southerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

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3. N 27°22'43" E 520.55 feet with the east line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found for an interior ell corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;
4. N 62°35'55" W 251.07 feet with the north line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a ½" iron pin found for the northeast corner of said Friesen tract and the northwest corner of said Leverett tract;
5. N 62°32'40" W 334.59 feet with the north line of said Friesen tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to the point of Beginning and containing 119.023 acres of land within this metes and bounds description.

Bearings cited hereon based on grid north Texas State Plane Coordinate System (Central Zone)
NAD 83(93)


John Jeremy Miller, R.P.L.S. No. 5720
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



JJM/adm

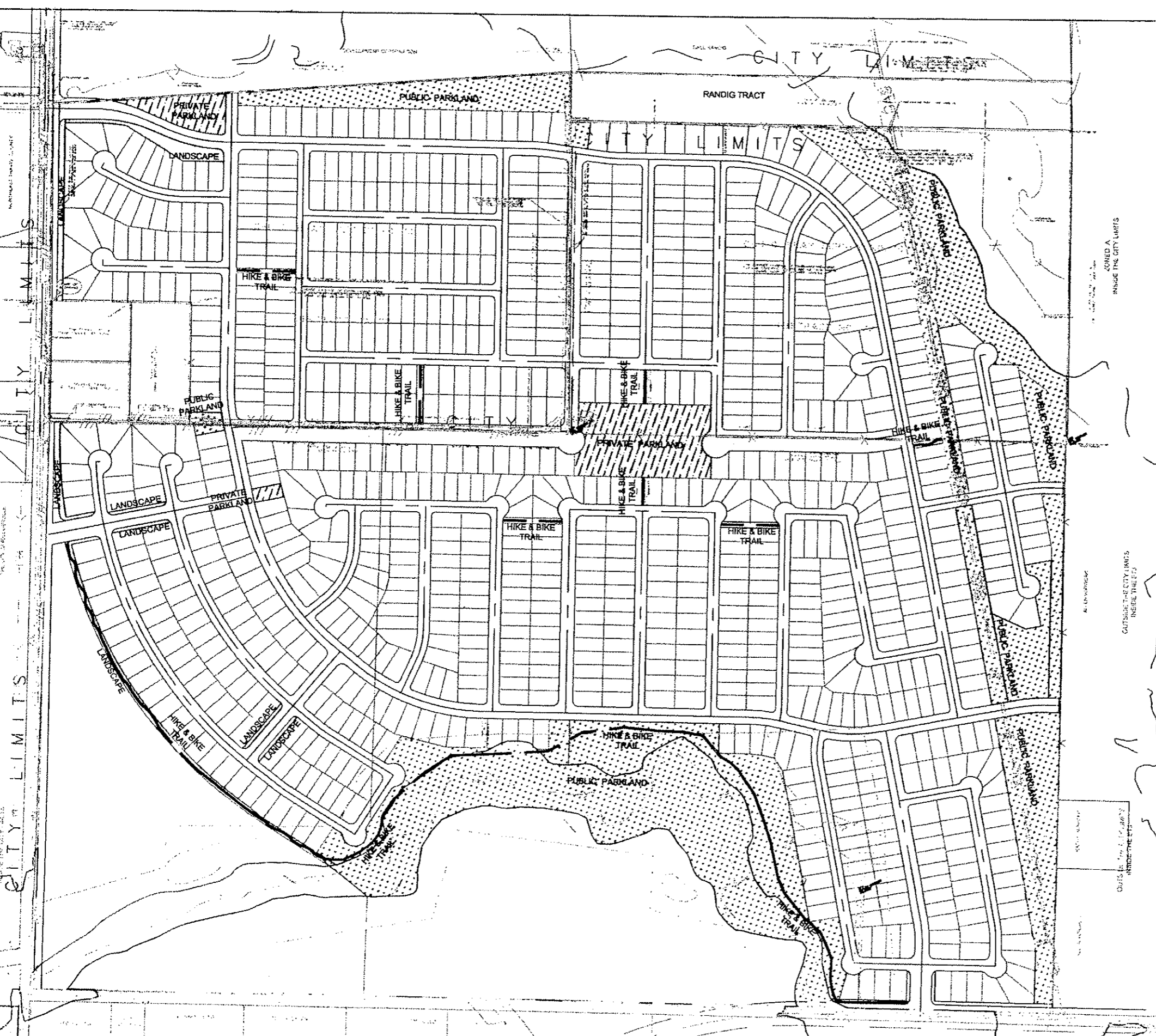
Exhibit B

(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.

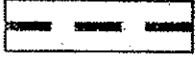
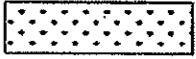
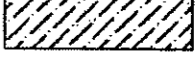
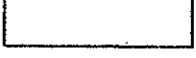
(b) Before the commencement of any construction within the District, the District, its directors, officers, or the developers will submit to the Director of Public Works and the City Engineer of The City of Pflugerville, Texas, or to his/her designated representative, all plans and specifications for 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.

ATTACHMENT 2
PROPERTY LAND PLAN

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LEGEND

-  10' HIKE & BIKE TRAIL
-  PUBLIC PARKLAND
-  PRIVATE PARKLAND
-  LANDSCAPE

ATTACHMENT 2



Attachment 3
BOHLS NORTH REGULATING PLAN

Bohls North Regulating Plan

Land Use

Type	Residential Single Family Detached
Number	One primary (1) single family detached dwelling per lot

Lot Size

Minimum Lot Area	6,600 sq ft - maximum 75% of total lots 7,500 – 8,399 sq ft – minimum 10% of total lots 8,400 – 8,999 sq ft – minimum 10% of total lots 9,000 + sq ft – minimum 5% of total lots
Minimum Lot Frontage	55' – maximum 75% of total lots
Minimum Lot Depth	120'

Building Placement and Size

Minimum Front Building Setback	20' for all lots under 7,000 sq ft 25' for all others
Minimum Side Building Setback	5' for all lots under 7,000 sq ft 7.5 for all others
Minimum Street Side Building Setback	15'
Minimum Rear Building Setback	20'
Minimum Size of Dwelling Unit	1,400 sq ft air conditioned space
Accessory Structures	The following setback shall apply measured from property line: Front Yard– Not permitted Street Side Yard– 20' Rear Yard – 5' Side Interior – 5'

Building Envelope

Maximum Building Coverage	50%
Maximum Building Height	Two and one-half (2 ½) stories
Overhang Encroachments	Overhang encroachments may encroach up to ten feet (10') into the front yard, two feet (2 feet) on the side yard, and eight feet (8') into the rear yard setback
Front Porch Encroachments	Porches may encroach up to ten feet (10') into the front yard, two feet (2 feet) on the side yard, and ten feet (10') into the rear yard setback
Covered Patio Encroachments	Covered patios may encroach up to ten (10') into the rear yard setback
Trellis Encroachments	Trellises may encroach a maximum of four feet (4') beyond the front yard setback
Balcony Encroachments	Balconies may not encroach into setbacks

Architectural Elements

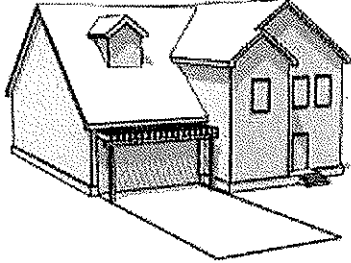
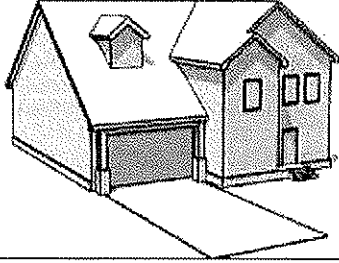
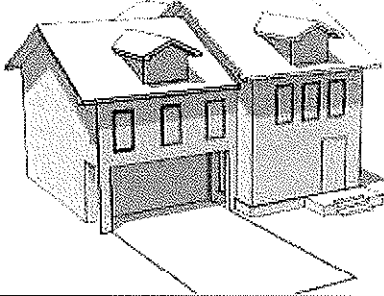
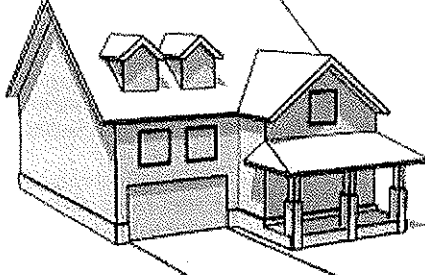
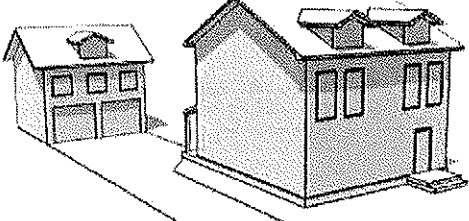
Material	Brick, stone and stucco – minimum 75% cementitious siding may be used for decorative elements only
Material Mix	No more than two (2) major materials; must have masonry on all sides
House Color	No repetition for four (4) lots on either side
Roof Pitch	5:12 (flat roofs are not permissible) porches may have 2:12 pitch
Roof Material	Painted or galvanized metal; clay or concrete tile; or 30-year dimensional shingles
Elevation Pattern	No repetition for four (4) lots on either side
Front Porch	If porch is constructed it must be a minimum seven feet (7') deep; Minimum fifty percent (50%) width of non-garage side; Minimum covered rear patio one hundred (100) sq ft
Covered Patio	Minimum covered rear patio one hundred (100) sq ft

Additional Requirements

Unless specifically stated above or in the development agreement, all other requirements for residential development according to the City of Pflugerville General Development Standards in place at the time of adoption of this development agreement shall apply; including, but not limited to landscaping requirements, site access and circulation, parkland dedication and trails, and drainage standards.

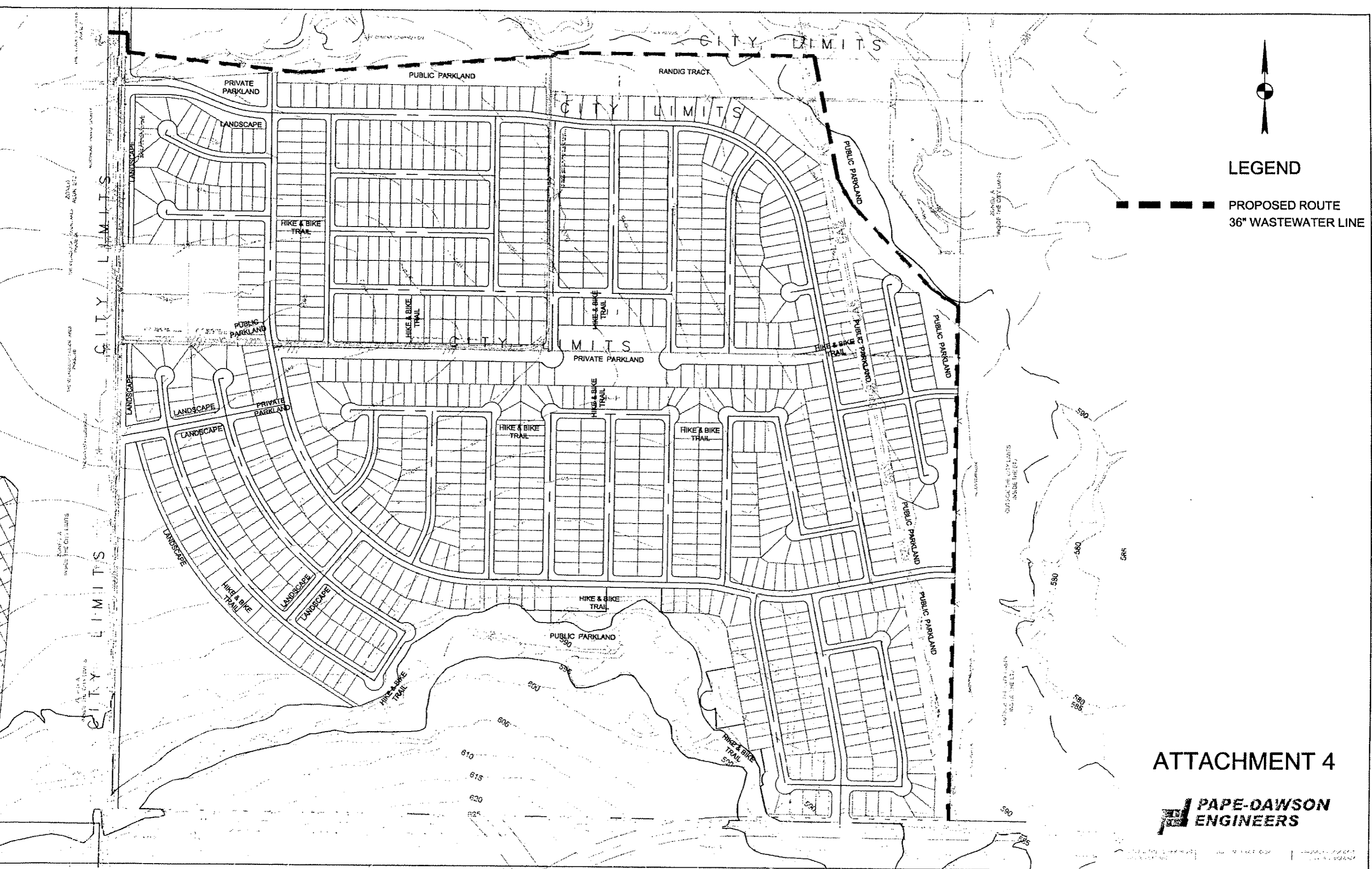
Proposed trails will be reviewed at the Preliminary Plan phase.

Parking and Garage Treatment

Parking Spaces	Two (2) onsite parking spaces are required per dwelling unit	
Garage Location	Garages must be setback a minimum of five feet (5') from the front façade of any home, unless the lot is a corner and the garage is accessed from the side street.	
Garage Articulation One of the following:	1. Trellis extending toward the front of the house a minimum of five feet (5');	
	2. Roof overhang or shade structure extending toward the front of the house from the garage face a minimum of three feet (3');	
	3. Balcony or living space that protrudes a minimum of five feet (5') over garage;	
	4. Front porch (maximum 50% of homes may use this option); porches must adhere to porch requirements below	
	5. Detached and set back fifteen (15') from the front façade of the house	

Attachment 4
WASTEWATER EASEMENT

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LEGEND

— — — — — PROPOSED ROUTE
36" WASTEWATER LINE

ATTACHMENT 4

PAPE-DAWSON ENGINEERS