

**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
GERALDINE TIMMERMANN AND
CITY OF PFLUGERVILLE, TEXAS**

This amended and restated agreement ("Agreement") is made by and between the CITY OF PFLUGERVILLE, TEXAS, a Texas municipal corporation, having its offices at 100 E. Main Street, Pflugerville, Texas 78660 ("City") and Geraldine Timmermann, an individual residing in Texas ("Developer"). Developer and City may be referred to herein individually as a "Party" and jointly as the "Parties."

WHEREAS, Developer still desires to develop a large scale commercial development on a tract of land within the corporate limits of the City of Pflugerville and the Pflugerville extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the City has established policies to adopt reasonable measures, as are permitted by law, to promote the development of new and expanded business enterprises within the City and thereby enhance the economic stability and growth of the City; and

WHEREAS, Developer and City originally entered into an economic development agreement dated October 29, 2010 ("Original Agreement"); and

WHEREAS, the City, under the Original Agreement, had previously agreed to provide incentives and financial assistance to Developer to encourage and promote job growth and foster economic development; and

WHEREAS, Developer, under the Original Agreement, had previously agreed, in exchange and as consideration for said incentives and financial assistance by the City, to satisfy and comply with certain terms and conditions; and

WHEREAS, after entering into the Original Agreement, Developer subsequently entered into a Development and Purchase and Sale Agreement with Arista Data Center, LLC, ("Arista") dated July 1, 2012 for sale of a portion of the property, as hereinafter defined, that became subject to a separate economic development agreement between Arista and the City dated June 12, 2012 for the development of said portion of the property as a data center; and

WHEREAS, the Pflugerville Community Development Corporation ("PCDC") and the City also entered into an agreement for the reimbursement of certain expenses associated with the obligation to provide incentives under the City's agreements with Arista and the Developer; and

WHEREAS, Developer and City entered into a First Addendum ("First Addendum") to the Original Agreement, dated July 26, 2012, that generally provided for the construction of various public improvements by the City in exchange for release of grants (numbered 2, 3 and 4) originally offered under the Original Agreement, and said obligations have been completed in their entirety by the City and said grants released by virtue of the First Addendum; and

WHEREAS, Developer and City hereby desire to amend and restate the Original Agreement, as modified by the First Addendum, as provided herein, with the intent that said amendment and restatement will constitute the entire agreement between the Parties (hereinafter referred to as the “Restated Agreement”).

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

SECTION 1. PERFORMANCE

1. Developer agrees to develop a portion of the property located within the City Limits and ETJ in accordance with this Restated Agreement for commercial purposes, with said property being described on **Exhibit A**, attached hereto and incorporated herein for all purposes, which excludes the portion of the property deeded to Arista (“Property”). Accordingly, the term “commercial purposes” as used herein shall not include any multi-family or other residential property uses, but shall include all other commercial, non-residential uses, although a residential use may be ancillary or mixed with commercial uses. However, residential uses shall not be included when calculating values for purposes of this Restated Agreement. Further, the term “commercial portions” as used herein shall not include any developed multifamily or developed residential property, but shall include all other commercial uses and associated improvements.
2. Developer agrees to construct any and all necessary improvements depicted and proposed under an approved preliminary plan required by paragraph 4 of this Section 1 to promote the commercial purposes of the Property no later than January 1, 2032 or lose rights to any reimbursements due after such date.
3. Developer agrees that all aspects of the development, including without limitation, the planning, design and construction of and on the Property, will conform to the ordinances of the City of Pflugerville, as amended, as well as all applicable state and federal laws.
4. Developer agrees to file and take all necessary and required actions to facilitate approval of a preliminary plan for the portion of the Property identified on **Exhibit B**, attached hereto and incorporated herein with due haste. Developer further acknowledges and agrees that Developer shall submit a completed preliminary plan application that fully satisfies the preliminary plan application attached hereto and incorporated herein as **Exhibit C** no later than May 1, 2018 to facilitate said approval in accordance with the City’s established ordinances, processes and other requirements. Developer acknowledges that incomplete applications will be rejected and failure to promptly satisfy any required application submittal deficiency review comments provided to the Developer by City shall not constitute good cause to extend any deadline in this Restated Agreement. Developer also acknowledges and agrees that all components of the preliminary plan application submittal shall conform to the applicable local, state and federal laws and regulations, including without limitation, the City’s Unified Development Code. Finally, Developer acknowledges and agrees that a preliminary plan must be approved for the entirety of the

Property identified in **Exhibit B** by December 03, 2018 or this Restated Agreement shall be deemed null and void, unless extended by the City in its sole discretion, and for good cause shown. Good cause shall be limited to occurrences of force majeure that are outside the reasonable control of the Developer and not a result of the Developer's failure to comply with the requirements provided herein. Further, Developer may submit one or more preliminary plans in satisfaction of this paragraph provided that the entirety of the Property identified in **Exhibit B** is included within a preliminary plan approved by December 03, 2018.

5. **Annexation.** Developer, as the sole owner of the Property, hereby requests in accordance with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Sections 43.067 et seq. that the City annex those portions of the Property that are located outside the existing City limits and within the City's extraterritorial jurisdiction, as more fully described on **Exhibit E** attached hereto and incorporated herein. Developer further hereby acknowledges and agrees that the services agreement attached **Exhibit F** to this Agreement represents the services to be provided to the Property upon its annexation, that the municipal services provided for herein after annexation were negotiated between the City and the Owner and that this Agreement and **Exhibit F** to this Agreement represent compliance with Texas Local Government Code Section 43.0672 enacted by Senate Bill NO. 6, 85th Legislative Session C.S., Section 26 for all purposes.

SECTION 2. Economic Incentives

1. The City and Developer agree that this Restated Agreement establishes a program for economic development as required by Chapter 380 of the Texas Local Government Code ("LGC") and that any portion of any reimbursement grant amount may be paid to Developer in the form of an Economic Development Grant pursuant to LGC Chapter 380.
2. When the ad valorem value of the commercial portions of the Property equals or exceeds \$30,000,000 as reported by the Travis Central Appraisal District, in which at least \$12,500,000 of the ad valorem value must come from "Sales Tax Value," the City shall, in accordance with the terms of this Restated Agreement, issue the first reimbursement grant payment to Developer. Sales Tax Value shall be calculated to include only businesses or commercial uses that produce some type of sales tax ("Sales Tax Generators"). Sales Tax Value will include the ad valorem value of all land and improvements for Sales Tax Generators as well as all contiguous platted land that is a part of the same subdivision on the Property that is being marketed to businesses and commercial uses that would typically be used by Sales Tax Generators.
3. City agrees that the reimbursement grant to Developer shall be an amount equal to the ad valorem taxes collected by the City on \$25,000,000 in value and shall be paid annually following receipt of said taxes by the City for a period of up to 20 years. The equation for determining the reimbursement grant payment amount is attached to this Restated Agreement as **Exhibit D**, which is incorporated by reference for all purposes as if written and copied herein. The maximum amount to be paid to Developer by the City under this subsection shall not exceed two million dollars (\$2,000,000.00).

4. Developer and City acknowledge and agree that all conditions precedent established by the First Addendum necessary to release the City of any and all obligations to reimburse Developer for any additional ad valorem valuation increases contemplated by the Original Agreement and First Addendum have been satisfied in full and Developer hereby acknowledges such relinquishment and release of the City
5. Amounts due to Developer under shall be paid annually on January 15, as applicable.
6. The total amount payable to Developer under this agreement shall not exceed two million dollars (\$2,000,000.00).

Section 3. Non-Performance

1. City and Developer agree that in the event Developer fails to increase the ad valorem value of the commercial portions of the Property to at least \$30,000,000 as reported by the Travis Central Appraisal District by January 1, 2021 this Agreement may be terminated in the City's sole discretion, and if so terminated, said termination shall be effective upon notice the Developer.

SECTION 4. MISCELLANEOUS

1. Successor and Assigns. This Restated Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. The City may not assign this Restated Agreement without the prior written consent of the other party. Developer may assign its rights and obligations under this Restated Agreement, in whole, to a developer or purchaser of the Property without the consent of the City. At such time Developer has assigned its rights, it shall be fully released from this Restated Agreement and the assignee shall be responsible for the obligations of Developer.
2. Ability to sell. The Parties acknowledge that Developer may sell parts or portions or all of the Property and such sales will not invalidate this Restated Agreement and will not affect the calculations in this Restated Agreement.
3. Severability. If any portion of this Restated Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Restated Agreement shall be given the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provision of this Restated Agreement shall not be deemed a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.
4. Governing Law. This Restated Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Travis County, Texas.
5. Third Party Beneficiaries. This Restated Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary.
6. Amendments. This Restated Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
7. Time. Time is of the essence in the performance of this Restated Agreement.

8. Attorney Fees. Should any Party employ attorneys as necessary to enforce any of the provisions hereof, the Party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorney's fees, expended or incurred in connection therewith.
9. Notices. All notices hereunder must be in writing and shall be deemed delivered on the day personally delivered or on the third day from the day sent by registered mail or certified mail, return receipt requested with the U.S. Postal Service, or on the day after the day sent by national overnight courier, to the Parties at the following address, or at such other address as shall be specified by notice.

If to Developer:

CITY OF PFLUGERVILLE:

City of Pflugerville, Texas
P.O. Box 589
Pflugerville, Texas 78691-0589
Attn: City Manager

With copy to:

David B. Armbrust
Armbrust & Brown, PLLC
Congress Avenue, Suite 1300
Austin, TX 78701

With copy to:

Charles E. Zech,
Denton, Navarro, Rocha, Bernal & Zech,
P.C.
2500 W. William Cannon Dr., Ste. 609
Austin, Texas 78745

10. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Restated Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Restated Agreement or any exhibits or amendments hereto.
11. Counterpart Execution. This Restated Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Restated Agreement.
12. Representations and Warranties by Developer. Developer affirms, represents and warrants that Developer is the sole and exclusive individual owner of the Property and is singularly authorized and empowered to execute this Agreement and intends to be bound by the same.
13. Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Developer agrees that any payments owing to Developer under this Restated Agreement may be applied directly toward any debt or delinquency that Developer owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless or when it arises, until such debt or delinquency is paid in full.
14. Texas Family Code Child Support Certification. Developer hereby certifies that Developer is not delinquent in child support obligations and, therefore, is not ineligible to receive the

award of or payments under this Restated Agreement and further acknowledges that this Restated Agreement may be terminated and payment may be withheld if this certification is inaccurate.

15. Eligibility Certification. Developer certifies that the individual or business entity named in this Restated Agreement is not ineligible to receive the award of or payments under the Restated Agreement and acknowledges that the Restated Agreement may be terminated and payment withheld if this certification is inaccurate.
16. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. Developer understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Restated Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Developer with respect to the proper completion of the TEC Form 1295.

Approved by City Council on this the ____ day of _____ 2017 (the "Effective Date").

CITY OF PFLUGERVILLE

ATTEST:

by: _____
Brandon Wade, City Manager

by: _____
Karen Thompson, City Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

by: _____
Charles E. Zech, City Attorney
Denton, Navarro, Rocha, Bernal & Zech, P.C.

Date: _____

DEVELOPER

Geraldine Timmermann

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

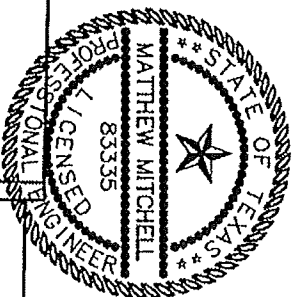
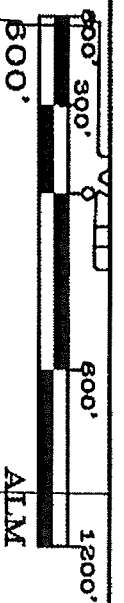
by: _____

Attorney for Developer

Date: _____

EXHIBIT “A”

The Property



The seal appearing on this document was authorized by Matthew Mitchell, P.E. 83335 10/18/2010

STONE HILL TOWN CENTER

EXHIBIT "A"

ALM ENGINEERING, INC.
CONSULTING ENGINEERS
2525 Walwood Drive, Bldg. 500, Suite 500
Austin, Texas 78746
Phone (512) 457-0544 Fax (512) 457-0555

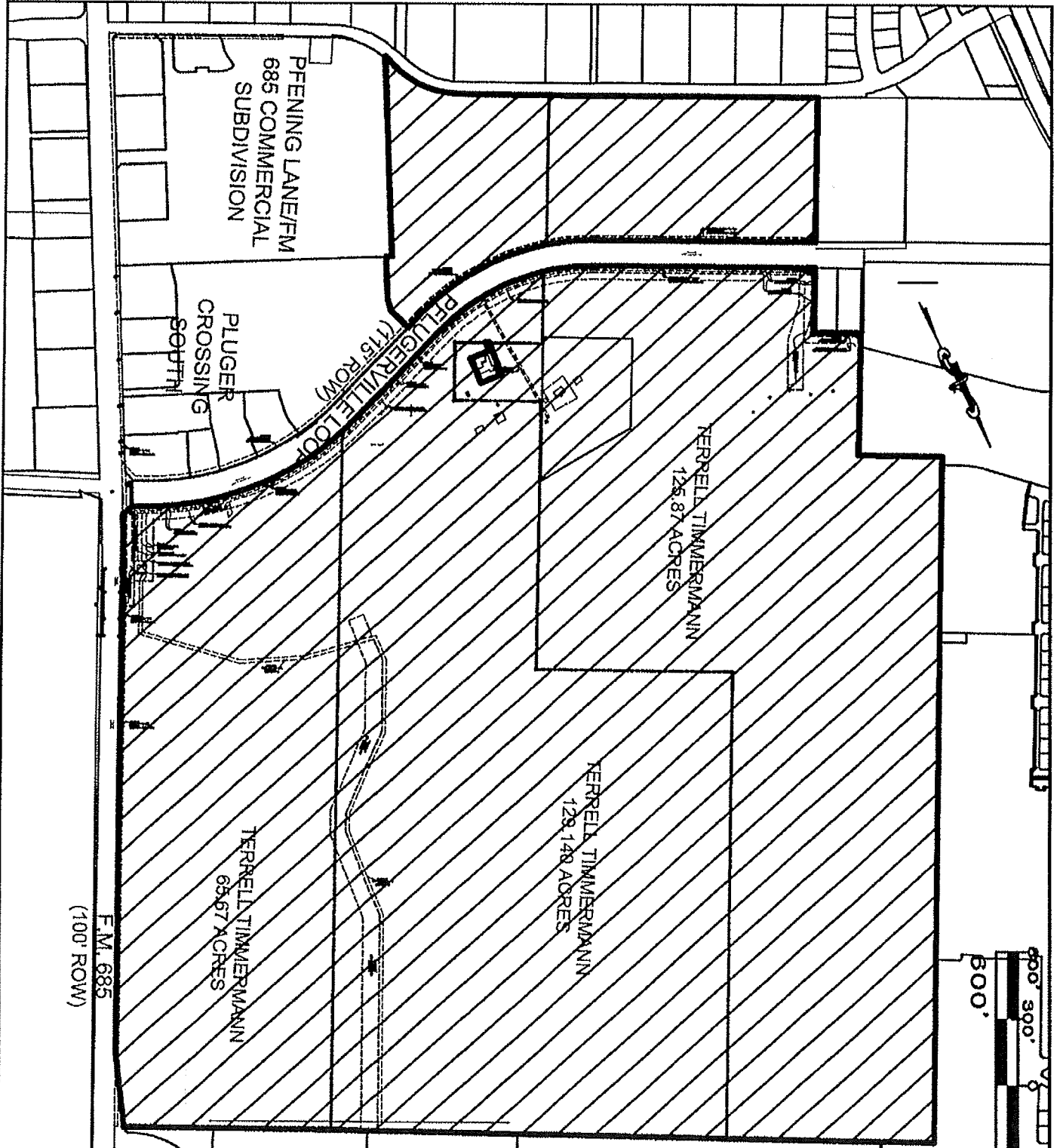


EXHIBIT A

ATTACHMENT TO QUITCLAIM DEED - TERRELL TIMMERMANN

(This property is a 113.76 acre tract located on the northwest corner of FM 685 and Pfennig Lane, Pflugerville, Travis County, Texas)

ATTACHMENT

BEGINNING at an iron stake and old rock mound, the southwest corner of that 135 acre tract of land which was described as "Third Tract" in a deed from William Pfluger to Clara Pfennig as recorded in Vol. 190, Page 237, of the Travis County Deed Records, and said stake being also on the north line of that 37.3 acre tract of land which was conveyed by William Pfluger to George Pfluger as recorded in Vol. 30, Pages 344-345, of the Travis County Deed Records; THENCE with the west line of the aforementioned Clara Pfennig 135 acre tract, N. 30 deg 05' E 708.7 varas to a point in the old Round Rock Road; THENCE for connection S 59 deg 38' E 31.1 varas to the southwest corner of that .29 of one acre tract of land which was conveyed by Fred Pfennig to the Southwestern Bell Telephone Company in accordance with a deed which is recorded in Vol. 688, Page 438, of the Travis County Deed Records; THENCE N 30 deg 22' E 45.0 varas to an iron pipe for the northwest corner of said tract of land; THENCE S 59 deg 38' E 36.0 varas to an iron pipe for the northeast corner of the said tract of land; THENCE S 30 deg 22' W 45 varas to an iron pipe for a corner in the north boundary of the Round Rock Road, for the southeast corner of said tract of land; THENCE with the north line of the Round Rock Road, N. 59 deg. 38' W. 36.0 varas to the southwest corner of said tract of land; THENCE retracing the connection line, N 59 deg 38' W 31.1 varas to the west line of the Clara Pfennig 135 acre tract of land; THENCE N 30 deg 05' E at about 1354.8 varas passing the northwest corner of the aforementioned 135 acre tract of land and the southwest corner of that 30 acre tract of land which was conveyed by William Pfluger to Clara Pfennig in accordance with a deed which is recorded in Vol. 217, Pages 179-180, of the Travis County Deed Records, in all 1768.2 varas to an iron stake which is the northwest corner of said 30 acre tract of land, and from which, stake the southwest corner of that tract of land which was described in a deed from S. H. Leming and wife to Chester F. Bohls in accordance with a deed which is recorded in Vol. 714, Page 628, of the Travis County Deed Records, bears N. 59 deg 32' W 888.7 varas; THENCE S 59 deg 32' E 355.8 varas to an iron stake on the west line of the public road, and from which stake the northeast corner of the Thomas O. Stewart 1/3 League #6 as recognized upon the ground, bears about N 30 deg 00' E 1444.0 varas and S 60 deg 00' E 10.8 varas; THENCE with the west line of the public road as found fenced S 30 deg 00' W 972.6 varas to an iron stake; THENCE with the west line of the public road, S 27 deg 09' W at about 59 varas passing a point which is N 60 deg 00' W at about 59 varas passing a point which is N 60 deg 00' W from the northwest corner of that 4 acre tract of land out of the John Davis Survey #13, which is described as "second tract" in a deed from William Pfluger to Clara Pfennig in accordance with a deed which is recorded in Vol. 190, Page 237, of the Travis County Deed Records, at about 466.2 varas across the north line of the S. Eislis Survey #1, in all 798.7 varas to an iron stake in the center of the Round Rock Road;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12483 0073

THENCE with the fence and with the west line of the Pflugerville-Hutto Road, S 27 deg 04' W 336.9 varas to an iron stake;
 THENCE with the west line of the Pflugerville-Hutto Road, S 29 deg 56' W 373.6 varas to an iron stake for the southeast corner of the tract of land here described which is on the south line of that 9.73 acre tract of land which was conveyed by W. H. D. Carrington to William Pfluger in accordance with a deed which is recorded in Vol. 30, Pages 259-260, of the Travis County Deed Records, and which 9.73 acre tract of land is more particularly described in an article of agreement between W. H. D. Carrington et al and George Pfluger et al as recorded in Book "Y", Pages 72-76, of the Travis County Deed Records;
 THENCE with the south line of said 9.73 acre tract of land and with the north line of that 37.31 acre tract of land which was conveyed by William Pfluger to George Pfluger in accordance with a deed which is recorded in Vol. 30, Pages 344-345, of the Travis County Deed Records, N 59 Deg 00' W 417.0 varas to the place of beginning containing 166.19 acres of land;

LESS, HOWEVER, AND SAVE AND EXCEPT a strip of land adjoining the western limits of an existing county road and being all of grantor's property required to complete a uniform 50 foot right of way adjacent to the western side of the centerline of Farm Road 685 in Travis County, Texas, as described in right of way deed from C. R. Keith to the State of Texas, dated April 20, 1953, recorded in Vol. 1344, Page 529, of the Travis County Deed Records, the centerline of said highway being described as follows:

BEGINNING at centerline Station 223/94, a point bearing N 62deg 15' W 34 feet grantor's SE corner;
 THENCE N 28 deg 40' E 875.7 feet;
 THENCE along a curve to the left whose radius is 5729.65 feet for a distance of 273.3 feet (the long chord bearing N 27 deg 18' E 273.3 feet);
 THENCE N 25 deg 56' E 2926.0 feet;
 THENCE along a curve to the right whose radius is 5729.65 feet for a distance of 286.7 feet (the long chord bearing N 27 deg 22' E 286.6 feet);
 THENCE N. 28 deg 48' E 2526.3 feet to Station 292/82, a point bearing N 71 deg 36' W 34 feet to grantor's NE corner;
 The existing property line, in addition to the description at the beginning and end of the tract is located from and right angles to the highway centerline as follows:
 Station 225/00, 34 feet left; 232/69.7, 34 feet left; 234/00, 34 feet left; 234/90, 34 feet left; 243/61, 35 feet left; 243/79, 38 feet left; 254/84, 36 feet left; 264/69, 35 feet left; 266/00, 34 feet left; 267/55.7, 33 feet left; 269/10, 33 feet left; 286/00, 33 feet left;
 this tract of land contains 2.37 acres, and being the same land conveyed by Lenora Keith and husband, C. R. Keith to Floy Howe by deed dated October 3, 1958, recorded in Vol. 1963, Page 309, Deed Records of Travis County, Texas.

Together with all and singular the rights, members and appurtenances to the same in any manner belonging.

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

12483 0074

Attachment continued:

SAVE AND EXCEPT

25.00 acres of land out of the Henry Blessing Survey No. 3 and the Sefrin Eiselin Survey No. 4, Travis County, Texas, being more particularly described as set forth on Exhibit "A" which is attached hereto and made a part hereof.

24.51 acres of land out of the Henry Blessing Survey No. 3 and the Sefrin Eiselin Survey No. 4, Travis County, Texas, being out of and a part of that tract conveyed to Floy Howe by deed of record in Volume 2754, Page 436, of the Travis County Deed Records, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED FOR THE ABOVE 25.00 ACRES

SEE THE ATTACHED DESCRIPTION OF THE ABOVE 24.51 ACRES

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12483 0075

12483 0076

BEGINNING at an iron pin found for the north-westernmost corner of this tract, said pin also being in an existing wire fence along the southern line of Pfennig Lane, a county road;

THENCE S $54^{\circ} 40'$ E, a distance of 84.87 feet along the existing wire fence on the south line of said Pfennig Lane to an iron pin found;

THENCE S $60^{\circ} 12'$ E, a distance of 1005.06 feet along an existing wire fence on the south line of said Pfennig Lane to a corner fence post for the northeast corner of this tract;

THENCE S $27^{\circ} 09'$ W, a distance of 776.95 feet along an existing wire fence on the west line of F.H. Road 685 to a concrete monument found;

THENCE 186.01 feet along the arc of a curve to the right having a radius of 5679.65 feet and a chord distance of 186.00 feet bearing S $28^{\circ} 06'$ W to an iron pin found in the west line of said F.H. Road 685 and the southeast corner of this tract;

THENCE N $59^{\circ} 40'$ W, a distance of 1137.65 feet to an iron pin found in an existing wire fence for the southwest corner of this tract;

THENCE N $30^{\circ} 05'$ E, a distance of 959.71 feet to the point of BEGINNING, containing 24.51 acres of land, more or less.

Return:

Terrell Timmerman

P.O. Box 4784

Austin, Tex. 78765

FILED

95 JUL 20 AM 8:13

DANA DECAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED in the Volume and Page of the
Public RECORDS of Travis County, Texas, as

JUL 20 1995

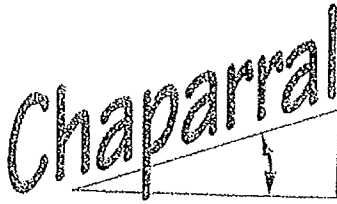


Dana DeCauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

CLERK OF COUNTY CLERK COUNTY CLERK COUNTY CLERK
COUNTY CLERK COUNTY CLERK COUNTY CLERK
COUNTY CLERK COUNTY CLERK COUNTY CLERK

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12483 0077



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-476-7103
Fax: 512-476-7105

510 South Congress Ave.
Suite B-100
Austin, Texas 78704

AND

136.450 ACRES
TRACT I

A DESCRIPTION OF A 136.450 ACRE TRACT OF LAND OUT OF THE T.G. STEWART SURVEY NO. 6 AND THE H. BLESSING SURVEY NO. 3 IN TRAVIS COUNTY, BEING ALL OF A 90.16 ACRE TRACT DESCRIBED TO BERNICE E. PFLUGER IN VOLUME 10903, PAGE 824, AND THE REMAINDER OF THAT CERTAIN 138.85 ACRE TRACT DESCRIBED TO BERNICE E. PFLUGER IN VOLUME 3787, PAGE 2275, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 136.450 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with a plastic cap set in the north right-of-way line of Pfennig Lane (60' R.O.W.), for the southwest corner of said remainder of 138.85 acre Pfluger tract, and the southwest corner of the remainder of a 138.85 acre tract described to Norma P. Allbritton of record in Volume 3787, Page 2266 of the Deed Records of Travis County, Texas, from which a ½" rebar found in the north right-of-way line of Pfennig Lane for the southwest corner of said remainder of 138.85 acre Allbritton tract, bears North 62°40'40" West, a distance of 449.39 feet;

THENCE North 27°35'54" East, with the west line of the remainder of the 138.85 acre Pfluger tract and the east line of the remainder of the 138.85 acre Allbritton tract, a distance of 1112.79 feet to a ½" rebar with plastic cap set;

THENCE over and across the remainder of the 138.85 acre Pfluger tract, the following three (3) courses:

1. South 62°24'06" East, a distance of 389.45 feet to a ½" rebar with plastic cap set;
2. North 27°36'01" East, a distance of 258.62 feet to a ½" rebar with plastic cap set;
3. North 62°24'06" West, a distance of 389.46 feet to a ½" rebar with plastic cap set in the west line of the remainder of the 138.85 acre Pfluger tract and the east line of the remainder of the 138.85 acre Allbritton tract;

THENCE North 27°35'54" East, with the west line of the remainder of the 138.85 acre Pfluger tract and the east line of the 138.85 acre Allbritton tract, passing at

EXHIBIT

Page 1 of 3

a distance of 763.34 feet, a ½" rebar found, and continuing a total distance of 1199.54 feet to a 1" pipe found for an interior corner in the west line of said 90.16 acre tract, and the east line of a 108.79 acre tract described to Norma P. Allbritton of record in Volume 10903, Page 814 of the Deed records of Travis County, Texas;

THENCE with the west line of the 90.16 acre tract and the east line of the 108.79 acre tract, the following two (2) courses:

1. North 62°23'53" West, a distance of 890.15 feet to a 1" pipe found;
2. North 27°35'28" East, a distance of 2098.52 feet to a ½" rebar found in the south line of a 221.799 acre tract of land described in Volume 11600, Page 151 of the Deed Records of Travis County, Texas;

THENCE South 61°55'18" East, with the north line of the 90.16 acre tract and the south line of the 221.799 acre tract, a distance of 1778.51 to a ½" rebar found for the northeast corner of the 90.16 acre tract, and the northwest corner of a 113.76 acre tract of land described in Volume 12483, Page 71 of the Deed Records of Travis County, Texas;

THENCE South 27°37'38" West, with the east line of the 90.16 acre tract and the west line of said 113.76 acre tract, a distance of 2237.90 feet to a ½" rebar found for the southeast corner of the 90.16 acre tract, and the northeast corner of the remainder of the 138.85 acre Pfluger tract;

THENCE South 27°39'55" West, with the east line of the remainder of the 138.85 acre Pfluger tract, and the west line of the 113.76 acre tract, a distance of 2658.50 feet to a 60D nail found in the north right-of-way line of Pfennig Lane for the southwest corner of the 113.76 acre tract and the southeast corner of the remainder of the 138.85 acre Pfluger tract, for a point of curvature;

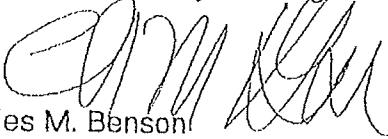
THENCE with the south line of the remainder of the 138.85 acre Pfluger tract and the north right-of-way line of Pfennig Lane, the following four (4) courses:

1. Along a curve to the right having a radius of 380.28 feet, an arc length of 211.67 feet and chord which bears North 33°34'39" West, a distance of 208.95 feet to a ½" rebar with plastic cap set for a point of tangency;
2. North 11°20'39" West, a distance of 19.44 feet to a ½" rebar with plastic cap set for a point of curvature;
3. Along a curve to the left having a radius of 440.28 feet, an arc length of 345.54 feet, and chord which bears North 40°06'39" West, a distance of 336.74 feet to a ½" rebar with plastic cap set for a point of tangency;

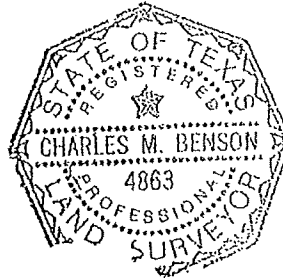
4. North 62°40'40" West, a distance of 376.94 feet to the POINT OF BEGINNING,
containing 136.450 acres of land, more or less.

Surveyed on the ground July 16, 1999. Bearing basis is Grid Azimuth for Texas
Central Zone, 1983/93 HARN Values from the LCRA Control Network.

Attachments: Survey Drawing 204-0101.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas, No. 4863

August 31, 1999



Return to:
Terrell Zimmerman
P.O. Box 4784
Austin, TX 78765



Professional Land Surveying, Inc.
Surveying and Mapping

Office 512-476-7103
Fax 512-476-7105

510 South Congress Ave
Suite B-100
Austin, Texas 78704

AND

129.137 ACRES
TRACT II

A DESCRIPTION OF A 129.137 ACRE TRACT OF LAND OUT OF THE T G STEWART SURVEY NO. 6 AND THE H BLESSING SURVEY NO. 3 IN TRAVIS COUNTY, BEING ALL OF A 108.79 ACRE TRACT DESCRIBED TO NORMA P. ALLBRITTON IN VOLUME 10903, PAGE 814, AND THE REMAINDER OF A 138.85 ACRE TRACT DESCRIBED TO NORMA P. ALLBRITTON IN VOLUME 3787, PAGE 2266, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 129.137 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with a plastic cap set in the north right-of-way line of Pfennig Lane (60' R.O.W.), same being the southeast corner of the 139.137 acre tract, the southwest corner of the remainder of the 138.85 acre Allbritton tract and the southwest corner of the remainder of a 138.85 acre tract of land described to Bernice E. Pfluger in Volume 3787, Page 2275 of the Deed records of Travis County, Texas,

THENCE North 62°40'40" West, with the north right-of-way line of Pfennig Lane, same being the south line of the remainder of the 138.85 acre Allbritton tract, passing at a distance of 449.39 feet, a ½" rebar found for the southwest corner of the remainder of the 138.85 acre Allbritton tract and the southeast corner of a 108.79 acre tract described to Norma P. Allbritton of record in Volume 10903, Page 814 of the Deed Records of Travis County, Texas, and continuing for a total distance of 1233.34 feet to a ½" rebar found for the southwest corner of the 129.137 acre tract, the southwest corner of the 108.79 acre tract, also being the southeast corner of a 5.00 acre tract of land described in Volume 10498, Page 929 of the Deed Records of Travis County, Texas,

THENCE with the west lines of the 129.137 acre tract, and the west line of the 108.79 acre tract, the following five (5) courses and distances

1 North 27°34'22" East, with the east line of said 5.00 acre tract, a distance of 1051.99 feet to a ½" rebar found for the northeast corner of the 5.00 acre tract,

2 North 62°40'36" West, with the north line of the 5.00 acre tract, a distance of 206.77 feet to a ½" rebar found for the northwest corner of the 5.00 acre tract and being in the east line of a 153.34 acre tract described in Volume 10903, Page 814 of the Deed Records of Travis County, Texas,

MAR 18 2005

EXHIBIT A
PAGE 1

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By J. TREXINO

3. North 27°38'01" East, a distance of 547.51 feet to a ½" iron pipe found,
- 4 North 62°20'39" West, a distance of 384.73 feet to a ½" iron pipe found;
- 5 North 27°34'33" East, a distance of 3083.53 feet to a 1" iron pipe found for the northwest corner of the 129.137 acre tract, and the northwest corner of the 108.79 acre tract,

THENCE South 61°58'34" East, with the north line of the 129.137 acre tract, the north line of the 108.79 acre tract, and with an east line of the 159.34 acre tract, passing at a distance of 245.40 feet, a ½" iron pipe found 0.57 feet north of subject tract for the southwest corner of a 221.799 acre tract of land described in Volume 11600, Page 151 of the Deed Records of Travis County, Texas, and continuing for a total distance of 935.76 feet to a ½" rebar found for the northeast corner of the 108.79 acre tract, and the northwest corner of a 90.16 acre tract of land described to Bernice E. Pfluger of record in Volume 10903, Page 824 of the Deed Records of Travis County, Texas,

THENCE with the east line of the 129.137 acre tract, the east line of the 108.79 acre tract, and the west line of said 90.16 acre tract, the following three (3) courses:

1. South 27°35'28" West, a distance of 2098.52 feet to a 1" pipe found,
- 2 South 62°23'53" East, a distance of 890.15 feet to a 1" pipe found,
3. South 27°35'54" West, passing at a distance of 436.20 feet, a ½" rebar found for the southernmost corner of the 90.16 acre tract, and a northwest corner of the remainder of the 138.85 acre Pfluger tract, and continuing for a total distance of 840.36 feet to a ½" rebar with plastic cap set,

THENCE over and across the remainder of the 138.85 acre Allbritton Tract, the following three (3) courses

- 1 South 86°33'16" West, a distance of 466.87 feet to a ½" rebar with plastic cap set,
- 2 South 27°35'54" West, a distance of 400.00 feet to a ½" rebar with plastic cap set,
3. South 62°24'06" East, a distance of 400.00 feet to a ½" rebar with plastic cap set in the east line of the remainder of the 138.85 acre Allbritton tract, and the west line of the remainder of the 138.85 acre Pfluger tract,

EXHIBIT A
PAGE 2

MAR 18 2005

I, Dana DeBauville, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



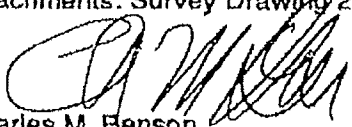
Dana DeBauville, County Clerk
By Deputy:

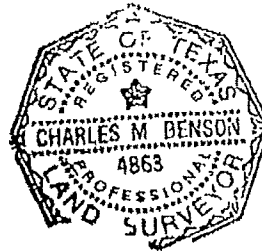
J. J. PREVINO

THENCE South 27°35'54" West, with the east line of the remainder of the 138.85 acre Allbritton tract, and the west line of the remainder of the 138.85 acre Pfluger tract, a distance of 1089.83 feet to the POINT OF BEGINNING, containing 129.137 acres, more or less.

Surveyed on the ground July 16, 1999. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN Values from the LCRA Control Network

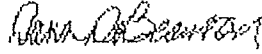
Attachments: Survey Drawing 204-0101.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas, No. 4863



August 31, 1999

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


09-13-1999 02:10 PM 1999104399
RUIZO \$17.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

MAR 18 2005

EXHIBIT A
PAGE 3

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

J. PREVINO

Save and Except

EXHIBIT "A"
(Legal Description)

A DESCRIPTION OF 25.617 ACRES (APPROXIMATELY 1,115,882 S.F.) OF LAND OUT OF THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 669, THE JOHN DAVIS SURVEY NO. 13, ABSTRACT NO. 231, THE SEFRIN EISELIN SURVEY NO. 1, ABSTRACT NO. 265 AND THE HENRY BLESSING SURVEY, ABSTRACT NO. 99, BEING A PORTION OF A 166.19 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED DATED JULY 6, 1985, IN VOLUME 12483, PAGE 71 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A PORTION OF A 136.450 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN BY GENERAL WARRANTY DEED DATED SEPTEMBER 7, 1999, IN DOCUMENT NO. 1999104396, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 25.617 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for a southwest corner of the remainder of the 113.76 acre tract, being also the southwest corner of the 0.29 acre tract, recorded in Volume 7641, Page 755, of the Official Public Records of Travis County, Texas and in the north right-of-way line of Pfennig Lane (60' right-of-way width) for the beginning of a non-tangent curve to the right, from which a 1/2" rebar found bears North 27°47'44" East, a distance of 125.02 feet;

THENCE with a south line of the remainder of the 113.76 acre tract, the south line of the 136.450 acre tract and the north right-of-way line of Pfennig lane, 266.33 feet along the arc of said non-tangent curve to the right, having a radius of 380.28 feet, and through a central angle of 40°07'41", the chord of which bears North 42°35'32" West, a distance of 260.92 feet to a 1/2" rebar with cap set for the southwest corner of the herein described tract, from which a 1/2" rebar with cap set bears on a chord North 20°10'34" West, a distance of 31.21 feet;

THENCE leaving the north right-of-way line of Pfennig Lane, over and across the 136.450 acre tract and the remainder of the 113.76 acre tract, the following two (2) courses:

1. North 24°42'18" East, a distance of 896.63 feet to a 1/2" rebar with cap set for the northwest corner of the herein described tract;
2. South 65°17'42" East, a distance of 1242.40 feet to a 1/2" rebar with cap set in the east line of the remainder of the 113.76 acre tract, being also in the west right-of-way line of F.M. 685 (100' right-of-way width), for the northeast corner of the herein described tract, from which a Texas Department of Transportation (TxDOT) type I concrete monument found for reference bears North 26°45'14" East, a distance of 4171.91 feet;

THENCE South 24°42'18" West, with the west right-of-way line of said F.M. 685, and the east line of the remainder of the 113.76 acre tract, a distance of 199.88 feet to a 1/2" rebar with cap set;

THENCE leaving the west right-of-way line of F.M. 685, over and across the remainder of the 113.76 acre tract, the following four (4) courses:

1. North 65°17'42" West, a distance of 239.00 feet to a 1/2" rebar with cap set;
2. South 24°42'18" West, a distance of 253.11 feet to a 1/2" rebar with cap set;
3. South 65°17'42" East, a distance of 204.00 feet to a 1/2" rebar with cap set;
4. North 69°42'18" East, a distance of 49.50 feet to a 1/2" rebar with cap set in the west right-of-way line of F.M. 685, being also in the east line of the remainder of the 113.76 acre tract;

THENCE South 24°42'18" West, with the west right-of-way line of F.M. 685 and the east line of the remainder of the 113.76 acre tract, a distance of 341.28 feet to a 1/2" rebar with cap set, from which a 1/2" rebar with cap set bears South 24°42'18" West, a distance of 284.33 feet;

THENCE leaving the west right-of-way line of F.M. 685, over and across the remainder of the 113.76 acre tract, the following three (3) courses:

1. North 65°17'42" West, a distance of 239.00 feet to a 1/2" rebar with cap set;
2. South 24°42'18" West, a distance of 233.46 feet to a 1/2" rebar with cap set;
3. South 17°39'08" East, a distance of 56.29 feet to a 1/2" rebar with cap set in the north right-of-way line of Pfennig Lane, being also in the south line of the remainder of the 113.76 acre tract for the southeast corner of the herein described tract, from which a 1/2" rebar with cap set bears South 62°39'08" East, a distance of 201.29 feet;

THENCE North 62°39'08" West, with the north right-of-way line of Pfennig Lane and the south line of the remainder of the 113.76 acre tract, a distance of 701.05 feet to a disc in concrete found for the southeast corner of the 0.29 acre tract,

THENCE leaving the northeast right-of-way line of Pfennig Lane, along the common line of the remainder of the 113.76 acre tract and the 0.29 acre tract the following three (3) courses:

1. North 27°41'39" East, a distance of 125.15 feet to a 1/2" rebar found;
2. North 62°42'52" West, a distance of 100.20 feet to a 1/2" rebar found;
3. South 27°47'44" West, a distance of 125.02 feet to the **POINT OF BEGINNING**, containing 25.617 acres of land, more or less.

Exhibit A continued

And Save and Except the Following

1. Lots 2 and 4 of the Pfennig Lane / FM 685 Commercial Subdivision as recorded in Document number 200600124 of the Official Public Records of Travis County.
2. Lot 1 THRU 9 of Pfluger Crossing South, a subdivision in Travis County according to the plat recorded in document number 200700289 of the Official Public Records of Travis County, Texas.
3. Right of Way dedicated for Pflugerville Parkway and described on the following pages.

EXHIBIT A

U
Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-8987

2807 Manchaca Road
Building One
Austin, Texas 78704

**TIMMERMANN TRACT 1
2.917 ACRES
PFLUGERVILLE LOOP EXPANSION**

A DESCRIPTION OF 2.917 ACRES IN THE JOHN DAVIS SURVEY NO. 13 AND THE THOMAS STUART SURVEY NO. 6, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 166.19 ACRE TRACT DESCRIBED IN A QUITCLAIM DEED TO TERRELL TIMMERMANN DATED JULY 6, 1995 AND RECORDED IN VOLUME 12483, PAGE 71 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.917 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set (Texas Central Zone Grid: N10140046.82, E3156963.67) in the west right-of-way line of F.M. 685 (100' right-of-way), near the intersection with Pflugers Lane, from which a concrete highway monument found at a point of curvature at engineers station 235+43.0, in the west right-of-way line of F.M. 685, bears South 24°44'41" West, a distance of 2767.20 feet;

THENCE departing the west right-of-way line of F.M. 685, over and across the said 166.19 acre tract, the following three (3) courses and distances:

1. North 17°02'39" West, a distance of 75.17 feet to a 1/2" rebar with cap set for a point of curvature;
2. Along a curve to the left, having a radius of 1195.14 feet, an arc length of 1030.86 feet, and a chord which bears North 54°54'19" West, a distance of 999.20 feet to a 1/2" rebar with cap set for a point of tangency;
3. South 70°23'05" West, a distance of 21.80 feet to a 1/2" rebar with cap set in the northwest line of the 166.19 acre tract, being the southeast line of a 136.450 acre tract described in a General Warranty Deed to Terrell Timmermann dated September 7, 1999 and recorded under Document No. 1999104396 of the Official Public Records of Travis County, Texas, from which a nail in fence post found at the south corner of the said 136.450 acre tract, being in the northwest line of the 166.19 acre tract, and being in the approximate north right-of-way line of Pfennig Lane (right-of-way width varies), bears South 27°39'55" West, a distance of 1596.20 feet;

THENCE North 27°39'55" East, along the common line of the 166.19 acre tract and the 136.450 acre tract, a distance of 164.03 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found in the aforementioned common line bears North 27°39'55"

East, a distance of 898.28 feet;

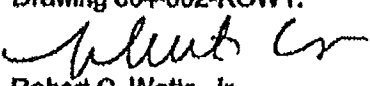
THENCE departing the southeast line of the 136.450 acre tract, over and across the 166.19 acre tract, the following two (2) courses and distances:

1. Along a curve to the right, having a radius of 1310.14 feet, an arc length of 1030.52 feet, and a chord which bears South $82^{\circ}45'39''$ East, a distance of 1004.16 feet to a 1/2" rebar with cap set for an angle point;
2. North $72^{\circ}43'58''$ East, a distance of 55.32 feet to a 1/2" rebar with cap set in the curving west right-of-way line of F.M. 685, from which a concrete highway monument found in the west right-of-way line of F.M. 685, at engineers station 267+55.7, bears North $28^{\circ}31'67''$ East, a chord distance of 220.16 feet;

THENCE continuing over and across the 166.19 acre tract, along the northwest right-of-way line of F.M. 685, the following two (2) courses and distances:

1. Along a curve to the left, having a radius of 5781.05 feet, an arc length of 69.03, and a chord which bears South $25^{\circ}05'58''$ West, a distance of 69.03 feet to a concrete highway monument found at engineers station 264+69.0 for a point of tangency;
2. South $24^{\circ}44'41''$ West, a distance of 158.66 feet to the **POINT OF BEGINNING**, containing 2.917 acres of land, more or less.

Surveyed on the ground in December 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 364-002-ROW1.


Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



1-19-05

EXHIBIT A

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**TIMMERMANN TRACT 2
3.047 ACRES
PFLUGERVILLE LOOP EXPANSION**

A DESCRIPTION OF 3.047 ACRES IN THE THOMAS STUART SURVEY NO. 8, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.450 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO TERRELL TIMMERMANN DATED SEPTEMBER 7, 1999 AND RECORDED UNDER DOCUMENT NO. 1999104396 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.047 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set (Texas Central Zone Grid: N10140005.07, E3164824.89) in the northwest line of the said 136.450 acre tract, being in the southeast line of a 129.137-acre tract described in a General Warranty Deed to Terrell Timmermann dated September 7, 1999 and recorded under Document No. 1999104399 of the Official Public Records of Travis County, Texas, from which an iron pipe found at the common south corner of the 136.450 acre tract and the said 129.137 acre tract, in the northeast right-of-way line of Pfennig Lane (right-of-way width varies) bears South 27°35'37" West, a distance of 671.41 feet;

THENCE North 27°35'37" East, along the common line of the 136.450 acre tract and the 129.137 acre tract, a distance of 118.24 feet to a 1/2" rebar with cap set, from which a 1/2" rebar with cap set in the northwest line of the 136.450 acre tract, being an angle point in the southeast line of the 129.137-acre tract, and being also at the south corner of a remaining portion of 138.65 acres described in a Deed to Norma Pfluger Allbritton dated December 24, 1969 and recorded in Volume 3787, Page 2266 of the Deed Records of Travis County, Texas, bears North 27°35'37" East, a distance of 300.19 feet;

THENCE departing the southeast line of the 129.137-acre tract, over and across the 136.450 acre tract, the following three (3) courses and distances:

1. Along a curve to the left, having a radius of 940.41 feet, an arc length of 640.75 feet, and a chord which bears North 86°51'46" East, a distance of 533.33 feet to a 1/2" rebar with cap set for a point of tangency;
2. North 70°23'05" East, a distance of 526.38 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right, having a radius of 1310.14 feet, an arc length of

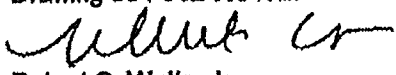
98.80 feet, and a chord which bears North $72^{\circ}32'42''$ East, a distance of 98.78 feet to a 1/2" rebar with cap set in the southeast line of the 136.450 acre tract, being in the northwest line of a 166.10 acre tract described in a Quitclaim Deed to Terrell Timmermann dated July 6, 1995 and recorded in Volume 12483, Page 71 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar found in the common line of the 136.450 acre tract and the said 166.10 acre tract bears North $27^{\circ}39'55''$ East, a distance of 898.28 feet;

THENCE South $27^{\circ}39'55''$ West, along the aforementioned common line, a distance of 164.03 feet to a 1/2" rebar with cap set, from which a nail in fence post found at the south corner of the 136.450 acre tract, in the approximate northeast right-of-way line of Pfennig Lane (right-of-way width varies), bears South $27^{\circ}39'55''$ West, a distance of 1598.20 feet;

THENCE departing the northwest line of the 166.10 acre tract, over and across the 136.450 acre tract, the following two (2) courses and distances:

1. South $70^{\circ}23'06''$ West, a distance of 504.58 feet to a 1/2" rebar with cap set for a point of curvature;
2. Along a curve to the right, having a radius of 1055.11 feet, an arc length of 636.01 feet, and a chord which bears South $67^{\circ}39'12''$ West, a distance of 626.42 feet to the **POINT OF BEGINNING**, containing 3.047 acres of land, more or less.

Surveyed on the ground in August 2004. Bearing Base: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 384-002-ROW2.


Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

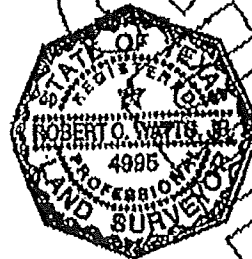


EXHIBIT A

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-8987

2807 Manchaca Road
Building One
Austin, Texas 78704

**TIMMERMANN TRACT 3
3.283 ACRES
PFLUGERVILLE LOOP EXPANSION**

A DESCRIPTION OF 3.283 ACRES IN THE THOMAS STUART SURVEY NO. 6, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 129.137 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO TERRELL TIMMERMANN DATED SEPTEMBER 7, 1999 AND RECORDED UNDER DOCUMENT NO. 1999104399 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.283 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found (Texas Central Zone Grid: N10140549.78, E3153717.52) in the northwest line of the said 129.137 acre tract, being in the southeast line of a 4.992 acre tract described in a Warranty Deed to Lloyd W. Parker and wife, Julia E. Parker, dated April 30, 1989 and recorded under Document No. 1999042909 of the Official Public Records of Travis County, Texas, and being also at the east corner of Lot 1, Block A, North Pflugerville Estates Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000013 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found in the northeast right-of-way line of Pfennig Lane (right-of-way width varies) at the south corner of the said 4.992 acre tract, being the west corner of the 129.137 acre tract, bears South 27°33'45" West, a distance of 647.08 feet;

THENCE North 27°33'45" East, along the common line of the 4.992 acre tract and the 129.137 acre tract, a distance of 115.00 feet to a 1/2" rebar with cap set, from which a 3/8" rebar found at an angle point in the aforementioned common line bears North 27°33'45" East, a distance of 289.89 feet;

THENCE departing the southeast line of the 4.992 acre tract, over and across the 129.137 acre tract, the following two (2) courses and distances:

1. South 62°39'43" East, a distance of 1006.67 feet to a 1/2" rebar with cap set for a point of curvature;
2. Along a curve to the left, having a radius of 940.11 feet, an arc length of 229.66 feet, and a chord which bears South 69°39'38" East, a distance of 229.09 feet to a 1/2" rebar with cap set in the southeast line of the 129.137 acre tract, being in the northwest line of a 136.450 acre tract described in a General Warranty Deed to Terrell Timmermann dated September 7, 1999 and

recorded under Document No. 1999104396 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar with cap set in the northwest line of the said 136.450 acre tract, at an angle point in the southeast line of the 129.137 acre tract, bears North 27°35'37" East, a distance of 300.19 feet;

THENCE South 27°35'37" West, along the common line of the 136.450 acre tract and the 129.137 acre tract, a distance of 118.24 feet to a 1/2" rebar with cap set, from which an iron pipe found in the northeast right-of-way line of Pfennig Lane at the southerly common corner the 136.450 acre tract and the 129.137 acre tract bears South 27°35'37" West, a distance of 671.41 feet;

THENCE departing the northwest line of the 136.450 acre tract, over and across the 129.137 acre tract, the following two (2) courses and distances:

1. Along a curve to the right, having a radius of 1055.11 feet, an arc length of 228.64 feet, and a chord which bears North 68°52'12" West, a distance of 228.19 feet to a 1/2" rebar with cap set for a point of tangency;
2. North 62°39'43" West, a distance of 1007.12 feet to the **POINT OF BEGINNING**, containing 3.263 acres of land, more or less.

Surveyed on the ground in August 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 864-002-ROW3.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

EXHIBIT “B”

Preliminary Plan Area

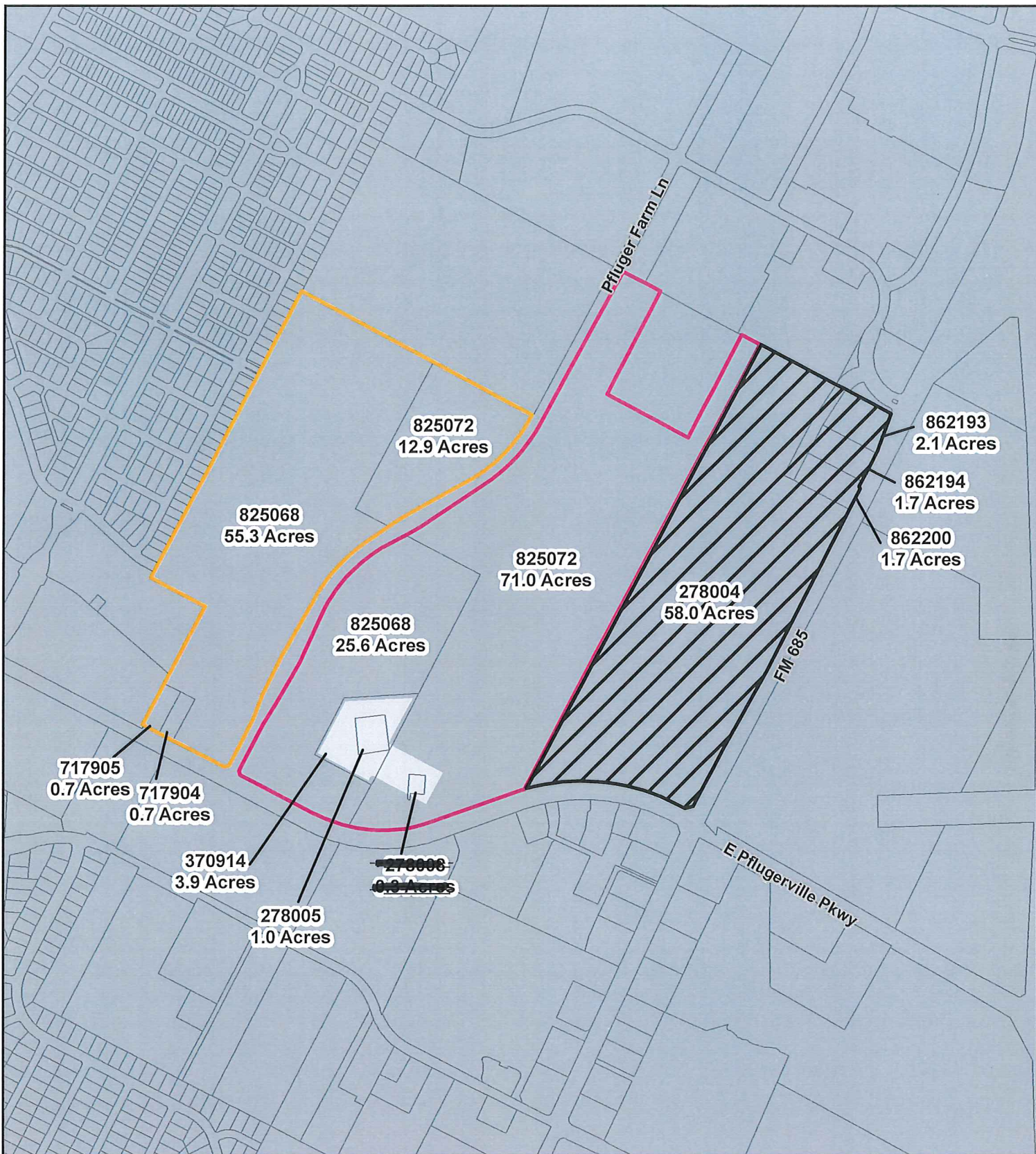


Exhibit B

Legend

- Prelim #1
- Prelim #2
- Existing Prelim
- TCAD
- City Limits
- ETJ

0 500 1,000 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Pflugerville makes no warranty, representation, or guarantee of any kind regarding either the maps or information provided herein. The City of Pflugerville specifically disclaims all representations or warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information provided. For additional information please call the City's Geographic Information Services Division at (512) 990-6300 or visit the City's website at www.pflugervilletx.gov.



Locator Map

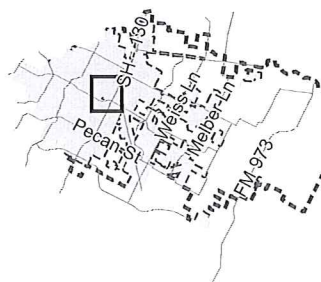


EXHIBIT “C”

Preliminary Plan Application Checklist

SUBMITTAL REQUIREMENTS

Filing Fee: # Lots _____ x \$ 30.00 (minimum \$1,000) = \$ _____

+ **\$15** Tech Fee

= \$ _____ (Total)

Note: Any application requiring more than three (3) review cycles will be assessed a \$250 fee per additional review.
A Revised Preliminary Plan filing fee is based on the number of affected lots at \$30.00 per lot
at a minimum of \$500 + \$15 technology fee.

Submittal Requirements: Paper & Digital Copies in .pdf format Required

1. **Complete application** with all required contact information and original Owner Consent Form.
2. **Initial submittal:** Six (6) full size (22"x34"), Preliminary Plan sets at scale no less than 1"=200'
3. **One (1) - 11x17 copy** of the Preliminary Plan with submittal.
4. **All content** on the following pages listed within the **Preliminary Plan: Required Content Checklist**.
5. **Engineer's Report** providing project description to include water model and wastewater analysis.
6. **Drainage Report**
7. **Traffic Impact Analysis (TIA):** One (1) copy of the TIA if the proposed Subdivision is expected to generate 2000 or greater vehicle trips on the peak day for the proposed uses within the proposed subdivision, according to the latest edition of the Institute of Transportation Engineers' Trip Generation, a qualified professional approved by the Director with experience in traffic flow analysis shall make, prepare and sign a traffic impact analysis and certify to its completeness and accuracy. The traffic impact analysis must include the information specified in the Supplemental Schedule and must address UDC Subchapter 15. The independent variable used to calculate the number of expected trips is at the discretion of the Director.
8. **If a Traffic Impact Analysis (TIA) is not prepared** per UDC Subchapter 15 above, a written statement indicating the assumptions and calculations used to determine that the proposed subdivision is expected to generate less than 2,000 vehicle trips.
9. **All Floodplain related documentation** (i.e. floodplain map, CLOMR, etc.).
10. **A Phase One Environmental Assessment**, meeting the ASTM E-1527 standard for all proposed public parkland.
11. **Applicable Travis County, Williamson County, & TxDot Permits** (i.e. Driveway permit).
12. **Category 1A Land Title Survey** and .pdf copies of all existing easements. (Less than 2 months old)

Final Submittal: One (1) full size, one (1) 11x17, and .pdf copies of the preliminary plan will be required.

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

The following identifies the required plan sheets and content requirements for a Preliminary Plan as described in Subchapter 15 of the Unified Development Code. Prior to submitting an application, please ensure each item is provided by initialing each line item and providing a signature with date at the bottom of the page. The Unified Development Code is within Chapter 157 of the Code of Ordinances, available at www.pflugervilletx.gov.

GENERAL INFORMATION	
	Initial Submittal: A minimum of six (6) full size copies of 24" x 36", no smaller than 1"=100'
	One (1), 11x17 copy of the Preliminary Plan with each submittal.
	All drawings are computer generated and do not contain hand drawn items.
	Scale, North Arrow, and Legend
	Signed and sealed by professional Engineer licensed to operate in the state of Texas
COVERSHEET	
	The words "Preliminary Plan Only - Not for Recordation" in a conspicuous area on the first sheet.
	The name of the proposed Subdivision on the first and each supplemental sheet.
	Contact Information <ul style="list-style-type: none"> <input type="checkbox"/> The name and address of current Property Owner/Subdivider <input type="checkbox"/> The name and address of the surveyor responsible for preparing the plan <input type="checkbox"/> Design Engineer <input type="checkbox"/> Utility Providers
	Revision Block with column(s) for approval by City, other jurisdictions and utility providers if applicable. Refer to the Supplemental Schedule for an example.
	A vicinity map designating the relation of the Subdivision to major streets and city limit.
	The Submittal Date of the Plan
	The Legal Description of the Plan area
	A table identifying: <ul style="list-style-type: none"> <input type="checkbox"/> Total acreage of the Plan area <input type="checkbox"/> Number of lots and acreage for each proposed land use <input type="checkbox"/> Total length, width, and acreage of each street
	2 Benchmarks per EDM (Vertical & Horizontal Coordinates - State Plane Coord. System)
	If applicable, the parkland calculation as specified in the Unified Development Code Supplemental Schedule.
	Signed and sealed registered land surveyor's statement as specified in the Supplemental Schedule.
	List all waivers, variances, property restrictions, etc.
	List all studies associated with project by title, author, and date (i.e. TIA, Water Model, Wastewater Analysis, Engineer's Report, Drainage Report, etc.).
	Provide the following note: "All responsibility for the adequacy of these plans remains with the engineer who prepared them. In reviewing these plans, the City of Pflugerville must rely on the adequacy of the work of the design engineer."

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

Standard plan notes as provided in the Supplemental Schedule to be placed on the coversheet.

1. This plan lies within the City of Pflugerville (full purpose jurisdiction or ETJ) .
2. Water and wastewater shall be provided by . No lot in this subdivision shall be occupied until connected to water and wastewater facilities.
3. A 10-ft Public Utility Easement (P.U.E.) shall be dedicated along all street frontage(s).
4. Easement(s) dedicated to the public by this plan shall also be subject to the terms and conditions of the Engineering Design Manual, as amended. The Grantor [property owner(s)], heirs, successors and assigns shall retain the obligation to maintain the surface of the easement property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the easement property free of litter, debris, and trash.
5. No improvements including but not limited to structures, fences, or landscaping shall be allowed in a public easement, except as approved by the City.
6. The property owner shall provide access to drainage and utility easements as may be necessary and shall not prohibit access for the placement, construction, installation, replacement, repair, maintenance, relocation, removal, operation and inspection of such drainage and utility facilities, and related appurtenances.
7. *(Commercial subdivision)* A six (6) foot wide sidewalk shall be provided on both sides of the street
8. *(Residential subdivision: Applicable to lots adjacent to a Major Collector or Arterial Streets)* A six (6) foot wide sidewalk shall be provided on both sides of street(s).
9. *(Residential subdivision: Applicable to lots adjacent to a Local Street and Minor Collectors)* A minimum of a 4-ft. wide public sidewalk shall be provided on both sides of street(s).
10. *(Applicable to new construction of streets)* Streetlights shall be installed and in full working order with the public improvements. All streetlights shall be in conformance with all City of Pflugerville ordinances including but not limited to being downcast and full cut off type.
11. This subdivision is subject to all City of Pflugerville ordinances or technical manuals related to Tree Preservation per City Ordinance # 1203-15-02-24 and City Resolution # 1224-09-08-25-8A.
12. *(Residential Subdivision)* Where applicable, the Public Parkland dedication and Park Development Fee shall be calculated at a rate required by City Ordinance # 1203-15-02-24.
13. *(Residential Subdivision,)* {If applicable, provide a Private Park Open Space Note and identify who owns and maintains the private park and restrictive covenants creating such funding sources for the maintenance and operation.}
14. The Community Impact Fee rate for water and wastewater will be assessed at the time of final plat.
15. On-site storm water facilities shall be provided to mitigate post-development peak runoff rates for the 2 year, 25 year and 100 year storm events.
16. All electric utility infrastructure including but not limited to telephone, cable television, electric utility lateral and service lines shall be installed in accordance with the City of Pflugerville Engineering Design Manual.

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

	<p>Standard plan notes as provided in the Supplemental Schedule to be placed on the coversheet.</p> <p>17. The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Pflugerville.</p> <p>18. Construction plans and specifications for all subdivision improvements shall be reviewed and approved by the City of Pflugerville prior to any construction within the subdivision.</p> <p>19. (<i>Commercial Subdivisions</i>) Site development construction plans shall be reviewed and approved by the City of Pflugerville prior to any construction.</p> <p>20. <u>IA or No</u> portion of this tract is within a flood hazard area as shown on the FEMA Flood Insurance Rate Map Panel # _____ for <u>(Name)</u> County, effective <u>(date)</u> .</p> <p>21. All proposed fences and walls adjacent to intersecting public roadway right-of-way or adjacent to private access drives shall be in compliance with the sight distance requirements of the City of Pflugerville Engineering Design Manual, as amended.</p> <p>22. Wastewater and water systems shall conform to TCEQ (Texas Commission on Environmental Quality) and State Board of Insurance requirements. The owner understands and acknowledges that plat vacation or re-platting may be required at the owner's sole expense if plans to develop this subdivision do not comply with such codes and requirements.</p>
"PRELIMINARY PLAN" SHEET, OR LOT/STREET CONFIGURATION SHEET(S)	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Location of City limit line or ETJ boundary if either traverse or are contiguous to the proposed Subdivision.
	The boundary lines of the perimeter of the Subdivision drawn with heavy lines.
	Subdivision names, lot numbers, block numbers, existing right-of-way & easements with dimensions, and Street names within 200 feet of the boundary of the proposed Subdivision.
	The dimensions and bearings of all boundary lines of the proposed Subdivision with a tie to a corner of the original tract.
	All existing and proposed easements with dimensions and distance from lot lines, etc. Any easements filed under separate instrument must be documented on the plans and a copy of the recorded easement provided.
	All proposed street names as approved by Pflugerville 911 Addressing.
	(If applicable) Any proposed additional right-of-way dedication
	The width, depth, and area of all lots.
	The location of all benchmarks with elevations, northing and easting provided. Minimum 2 Permanent Benchmarks per EDM (Vertical & Horizontal Coordinates - State Plane Coordinate System)
	The location of all sidewalk and hike and bike trails identified with dotted lines and referenced with widths in the legend.
	Identify the proposed street locations with right-of-way widths indicated
	The proposed location of neighborhood mail box units with expanded right of way turn outs.

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

	Designation of any lot that is for a private or public purpose, including but not limited to proposed parkland, utilities, drainage, private amenity areas, landscape easements, and similar uses. (Provide note with ownership and maintenance responsibilities.)
	Proposed phase boundaries with the sequencing of the phases labeled. Phasing shall include a sufficient length of street as determined by the City Engineer to ensure safe and efficient circulation.
	The location of the 100 and 500 year floodplain boundaries and if applicable, the limits of Zones A and AE with regulatory flood elevations identified as depicted on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and per Chapter 151.37. Add the following note, [A or No] portion of this tract is within a flood hazard area as delineated on the FEMA Flood Insurance Rate Map Panel # _____ for (Name) County, effective (date)_____."
	If applicable, the parkland calculation as specified in Supplemental Schedule
EXISTING CONDITIONS & PROPOSED GRADING PLAN SHEET	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Identify existing trees with diameter, species, and condition (UDC Subchapter 12)
	Existing contour lines drawn at two foot intervals where a slope is 20% or less, and five foot intervals where a slope is greater than 20%.
	Proposed topographic contours at a maximum of two feet intervals. Differentiate existing and proposed features with line weight or color (black/gray)
	Any proposed fills, levees and channel modifications, if applicable.
	Location of existing structures, roads, driveways, sidewalks, etc.
	Existing easements with recorded document numbers
	Identify existing wastewater, water, and storm sewer lines by location, type, size, and material.
	Identify all proposed demolition within limits of construction.
WATER & WASTEWATER UTILITY PLAN {EDM - DG5, DG6 & UDC Sub. 15}	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Existing and proposed topographic contours at a maximum of two foot intervals, scaled back
	Proposed and existing street names, lot and block numbers
	Show proposed and existing storm lines and street lights with a scaled back line type
	Delineation, location, dimensions and material of existing and proposed water and wastewater lines and appurtenances with distinguishable line types
	Water and wastewater mains extended to the border for future development on neighboring lots, sized to have sufficient capacity to serve the adjacent subdivision
	Water valves at all tees and crosses and no more than 500' apart in commercial areas and 800' apart in residential areas
	Temporary blow-off valves installed at the end of all temporary dead-end water mains
	Fire hydrants at street intersections and no farther apart than 600' in residential areas and 300' in commercial and industrial areas
	Manholes at all changes in direction, sewer line intersections and termination points of lines and no further apart than 400'

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

	Separation distance between water and wastewater a minimum of 9' or encasement
	Water and wastewater service lines to opposite corners of residential lots and to all non-drainage lots.
	Location of proposed street lights
	Water and wastewater service lines must be shown in line with the lot lines. Where that is not possible because of the location of a storm inlet, light pole, etc., single service lines must be used for each lot and may be offset a minimum of 4' from obstruction.
EXISTING OVERALL DRAINAGE AREA MAP AND CALCULATIONS SHEET {EDM, Section 4}	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Existing topographic contours at a maximum of two feet intervals.
	The location of the 100 year floodplain boundaries and if applicable, the limits of Zones A and AE with regulatory flood elevations identified as depicted on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and per Chapter 151.37.
	Proposed and existing street names, lot and block numbers
	Location of existing drainage structures on or adjacent to property
	Label peak flow rates leaving proposed streets onto surrounding property and entering proposed streets from surrounding property for the 25-year and 100-year storm events.
	Delineate existing drainage areas including offsite contributing areas. Provide identification tags for each drainage area with number and acreage.
	Arrows indicating the general flow direction of storm water on and adjacent to property showing paths for times of concentration. Label low and high points. Label all analyses points.
	A table summarizing time of concentration calculations for each drainage area including the following information: lengths, slopes, and assumed Mannings "n" for Sheet Flow, Shallow Concentrated Flow, and Channel or Storm Drain Flow conditions.
	A table including the following information for each delineated drainage area: size in acres, Curve Number (CN), time of concentration (Tc), Lag Time, and peak flow rate (Q) for the 2-year, 25-year and 100-year storm events. List all assumptions.
	Summation of Q's at confluence points
	Reference supplementary drainage report, if applicable, by title, author, and approval date.
PROPOSED OVERALL DRAINAGE AREA MAP AND CALCULATIONS SHEET {EDM, Section 4}	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Existing and proposed topographic contours at a maximum of two feet intervals.
	The location of the 100 year floodplain boundaries and if applicable, the limits of Zones A and AE with regulatory flood elevations identified as depicted on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and per Chapter 151.37.
	Proposed and existing street names, lot and block numbers
	Location of existing drainage structures on or adjacent to property
	Proposed drainage facilities (layout of storm sewer lines and culverts with designation, size of lines, pond(s), outfalls with Q's and V's labeled for 25-year and 100-year storm events).
	Label peak flow rates leaving proposed streets onto surrounding property and entering proposed streets from surrounding property for the 25-year and 100-year storm events.

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

	Delineate proposed overall drainage areas including offsite contributing areas showing time of concentration paths. Provide identification tags for each drainage area with number and acreage.
	Arrows indicating the general flow direction of storm water on and adjacent to property showing paths for times of concentration. Label low and high points. Label all analyses points.
	A table summarizing time of concentration calculations for each drainage area including the following information: lengths, slopes, and assumed Mannings "n" for Sheet Flow, Shallow Concentrated Flow, and Channel or Storm Drain Flow conditions.
	A table including the following information for each delineated drainage area: size in acres, Curve Number (CN), time of concentration (Tc), Lag Time, and peak flow rate (Q) for the 2-year, 25-year and 100-year storm events. List all assumptions.
	Summation of Q's and V's at confluence points
	Reference supplementary drainage report, if applicable, by title, author, and approval date.
PROPOSED SUB-DRAINAGE AREA MAP AND CALCULATIONS SHEET {EDM, Section 4}	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Existing and proposed topographic contours at a maximum of two feet intervals.
	The location of the 100 year floodplain boundaries and if applicable, the limits of Zones A and AE with regulatory flood elevations identified as depicted on the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) and per Chapter 151.37.
	Proposed and existing street names, lot and block numbers
	Location of existing drainage structures on or adjacent to property
	Proposed drainage facilities (layout of storm sewer lines and culverts with designation of size of lines, pond location(s), outfalls with peak flow rates labeled for 25-year and 100-year storm events).
	Label peak flow rates leaving proposed streets onto surrounding property and entering proposed streets from surrounding property for the 25-year and 100-year storm events.
	Delineate proposed sub-drainage areas for inlets including offsite contributing areas showing time of concentration paths. Provide identification tags for each drainage area with number and acreage.
	Arrows indicating the general flow direction of storm water on and adjacent to property showing paths for times of concentration. Label low and high points.
	A table including the following information for each delineated drainage area: size in acres (A), Runoff Coefficient (C), time of concentration (Tc), Intensity (I), and peak flow rate (Q) for the 25-year and 100-year storm events. List all assumptions.
	Summation of Q's and V's at pertinent points (street intersections, inlets, passing inlets, headwalls, channel outfalls, control outlet structures, etc.)
	Reference supplementary drainage report, if applicable, by title, author, and approval date.

PRELIMINARY PLAN: REQUIRED CONTENT CHECKLIST

TREE SURVEY SHEET {Tree Technical Manual & Subchapter 12}	
	Scale, North Arrow, and Landscape Architect's Seal and Signature
	Identify existing trees with diameter size, species, and condition
	Proposed grading
	Proposed replacement trees, if applicable
	Fiscal Security for the removed trees (to be released when replacement trees are planted)
	Location of tree protection measures (w/ Details) {EDM}
	Standard Tree Preservation Notes {UDC Supplemental Schedule}
PRELIMINARY ILLUMINATION PLAN SHEET	
	Scale, North Arrow, Legend, and Engineer's Seal with signature and date
	Proposed street names and existing adjoining street names, lot and block numbers
	Location of existing street lights on adjoining streets
	Location of proposed street lights {Unified Development Code Subchapter 13}
	Location of all underground and overhead utilities
Engineering Report to include (unless not already provided in plans)	
	Water Model (EDM Section 5)
	Wastewater Capacity Calculations (EDM Section 6)
	Drainage – Calculations for times of concentration and flow calculations for the 2, 25 and 100-year storm per City of Austin DCM Section 2, Inlet Flow Calculation Table per City of Austin DCM Section 4.4.3, Hydraulic Computation table per City of Austin DCM Table 5-7 and Detailed detention pond sizing calculations including stage-storage table and stage-discharge rating data in tabular form with all discharge components such as orifice, weir and outlet per City of Austin DCM 8.3.0

To Be Completed by the Applicant:

To the best of my knowledge I confirm that this application is complete.

Print Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT "D"

"Base Year Valuation" means \$5,000,000.

"Current Year Valuation" means the ad valorem taxable value of the Property, including land and improvements, as of January 1 of the applicable year.

"Increase in Value" means the Current Year Valuation less the Base Year Valuation. However, if a portion of the Property is developed for single family or multi-family residential uses, then the applicable portion of land and improvement(s) attributable to such residential development shall be deducted from both the Base Year Valuation as well as the Current Year Valuation in determining Increase in Value.

Every year throughout the term of this Restated Agreement, a Current Year Valuation will be calculated and such Current Year Valuation and Base Year Valuation will be adjusted as appropriate if residential uses have been developed on the Property. When the Increase in Value calculation in any year is equal to or greater than \$25,000,000.00, Developer is entitled to payments under the First Grant. Annual payments shall be calculated as follows: \$25,000,000 multiplied by the then applicable City ad valorem tax rate (currently \$0.5399 per \$100 of taxable value). Therefore, for example, if the Increase of Value calculated equals or exceeds \$25,000,000, the applicable annual reimbursement amount would be \$134,975.00 ($\$25,000,000 / \$100 * \0.5399) until the earlier of: 1) twenty (20) years from the Effective Date of this Restated Agreement; or 2) the Developer has received a total of \$2,000,000 in grant payments under this Restated Agreement.

EXHIBIT “E”

Area to be Annexed

A 7.091-acre (approximately 308,873 S.F.) of land being all of a 4.778-acre tract of land described in Volume 3787, Page 2266, and all of a 2.019 acre tract land described in Volume 3787, Page 2275, of the Deed Records of Travis County, Texas.

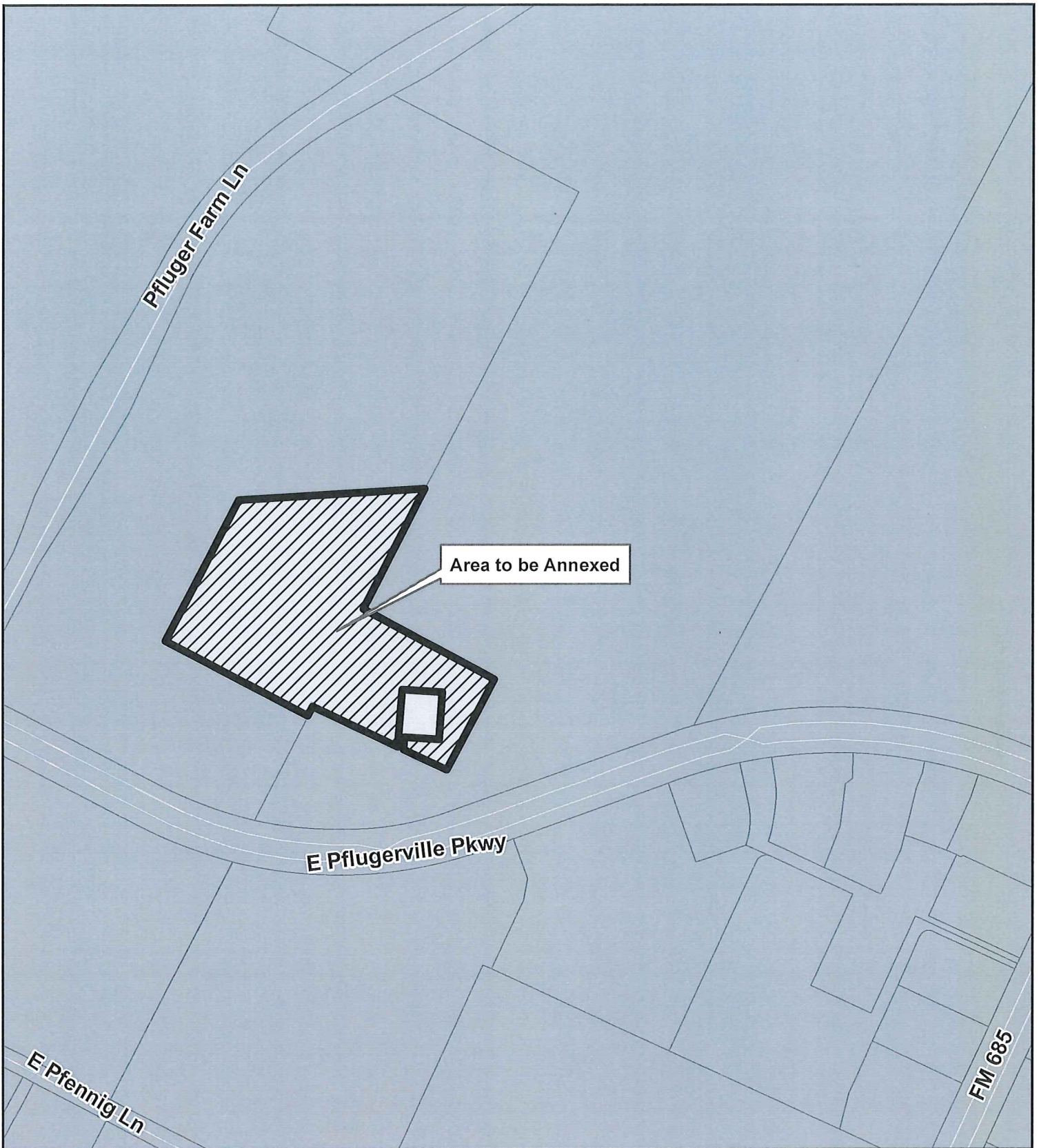






Exhibit E

Legend

-  Area to be Annexed
-  City Limits
-  ETJ

0 185 370 Feet



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Locator Map

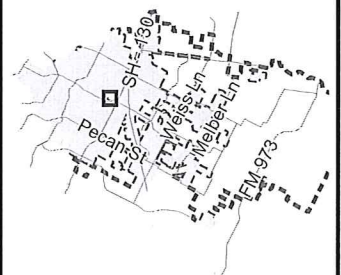


EXHIBIT “F”

Service Plan Agreement for Property to be Annexed

TEXAS LOCAL GOVERNMENT CODE § 43.0672 SERVICE LIST AND SCHEDULE FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS

This service list and schedule ("Service Plan") defines the provision of services agreed to between the landowner(s) of the Annexed Area, as hereinafter defined, and the City of Pflugerville, Texas (the "City") establishing a program under which the City will provide municipal services to the area described on the attached Exhibit "A" (the "Annexed Area"), as required by § 43.0672 of the Texas Local Government Code.

I.

Upon the effective date of the annexation, the City will provide the following municipal services to the Annexed Area at a level consistent with service levels provided to other similarly-situated areas within the City:

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area upon annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

Upon annexation, the City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and various private refuse collection companies. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation, provided that a privately owned solid waste management service provider (“POSWMSP”) is unavailable. In the event that the Annexed Area is already receiving service, or desires to receive service from a POSWMSP, the City may not prohibit solid waste collection by the POSWMSP, nor may the City offer solid waste collection services for a period of two years following the effective date of the annexation unless a POSWMSP is or becomes unavailable, as established by Texas Local Government Code § 43.0661. If a landowner uses the services of a POSWMSP or services are available from a POSWMSP during the two years following annexation, the City will not provide solid waste collection services to that landowner.
- B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective date of annexation:
1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways or other public owned streets under the ownership and control of another public entity.
 3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate City-owned land and facilities within the Annexed Area.
 4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments.
- C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances.

Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.

- D. Other Services. City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

- A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.
- B. Water and Wastewater Service. For portions of the Annexed Area within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

- A. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Plan and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.