

ORDINANCE NO. 040617-39

AN ORDINANCE ADOPTING THE ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT, CONCERNING ANNEXATION AND DEVELOPMENT OF APPROXIMATELY 6,300 ACRES OF LAND IN TRAVIS AND WILLIAMSON COUNTIES (KNOWN AS THE "ROBINSON PROPERTIES"), INCLUDING WAIVING AND MODIFYING CERTAIN DEVELOPMENT REGULATIONS, FEES AND PROCEDURES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The "Robinson Ranch Annexation and Development Agreement", attached as Exhibit A and incorporated by reference, is approved.

PART 2. The Council finds that a waiver of increases in subdivision and site plan application fees will facilitate the annexation for full purposes of portions of Robinson Ranch, and promote development of Robinson Ranch, a public purpose of the City of Austin. Increases in subdivision and site plan application fees are therefore waived for a period of ten years from the effective date, as set out in the Agreement.

PART 3. The City Manager or her designee is authorized to execute the Agreement, in substantially the form as attached, and all related documents on behalf of the City.

PART 4. This ordinance takes effect on June 28, 2004.

PASSED AND APPROVED

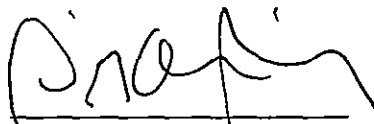
_____, June 17, 2004

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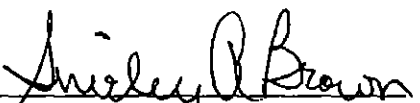
Will Wynn
Mayor

APPROVED:



David Allan Smith
City Attorney

ATTEST:



Shirley A. Brown
City Clerk

EXHIBIT A

**ROBINSON RANCH
ANNEXATION AND DEVELOPMENT AGREEMENT**

Effective as of June 17, 2004

ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This Robinson Ranch Annexation and Development Agreement (the "**Agreement**") is made and entered into by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation, acting by and through its duly authorized City Manager (the "**City**"); and the undersigned individuals and entities as owners of **Robinson Ranch** ("**Robinson**").

RECITALS

A. Robinson owns a total of approximately 6,058.7 acres of land, more or less, located in Travis County, Texas and Williamson County, Texas, contained within the area described in the attached Exhibit "A" ("**Robinson Ranch**"). The majority of Robinson Ranch is located in the City's extraterritorial jurisdiction ("**ETJ**"), but not within its corporate limits. Certain small portions of Robinson Ranch have previously been annexed into the City for limited and/or full purposes and are within the City's corporate limits. Robinson also owns property contiguous to Robinson Ranch which is located in the ETJ of the City and of the City of Round Rock, Texas, but such property is not part of or covered by this Agreement.

B. The family members that comprise Robinson and their ancestors have owned or controlled the majority of Robinson Ranch for over 100 years. Robinson is not a land developer, has no current plans to develop Robinson Ranch and presently has no intention of changing the current land uses on Robinson Ranch upon the execution of this Agreement. However, as the areas surrounding Robinson Ranch continue to urbanize, the parties recognize that Robinson Ranch will also become more urbanized and lose its character as a working ranch.

C. The City initiated discussions with Robinson regarding the long term development of Robinson Ranch and desires to (i) establish, define, protect and clarify the City's jurisdictional and regulatory authority over Robinson Ranch and (ii) provide for the annexation of Robinson Ranch by the City. Robinson is entering into this Agreement and is consenting to the annexation of Robinson Ranch for limited purposes to assist the City in establishing, defining, protecting and clarifying the City's jurisdiction and regulatory authority over Robinson Ranch. The City acknowledges that Robinson's cooperation in this endeavor enables the City to establish, define, protect and clarify the City's jurisdiction and regulatory authority over Robinson Ranch and Robinson would not have consented to the limited purpose annexation of Robinson Ranch but for this Agreement.

D. In connection with the foregoing, the City and Robinson desire to establish certain restrictions and commitments imposed and made in connection with the development of Robinson Ranch; to provide increased certainty to the owners of Robinson Ranch concerning certain development rights, entitlements, arrangements and commitments for a period of years; and to identify land uses, intensity, impervious cover and other physical aspects of the Robinson Ranch in the form of this Agreement which is promulgated under Section 172 of Chapter 212 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Robinson agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“Applicable Requirements” shall have the meaning set forth in Section 3.03a.

“Arbitrable Dispute” shall have the meaning set forth in Section 12.01a.

“Arbitration Remedy” shall have the meaning set forth in Section 12.03.

“Cave” shall mean a naturally occurring, humanly enterable cavity in the earth, in which no dimension of the entrance exceeds the length or depth of the cavity. In determining whether a particular feature is a cave, no more than ten (10) cubic feet of material may be required to be excavated from the feature in order to determine the feature’s dimensions.

“City” shall have the meaning set forth in the recitals to this Agreement.

“City Code” shall mean the City Code of Austin, together with all its related administrative rules and technical criteria manuals.

“City Council” shall mean the City Council of the City or any successor governing body.

“Dedicated Review Team” shall have the meaning set forth in Section 3.09.

“Director” shall have the meaning set forth in Section 3.05a.

“Effective Date” and similar references shall mean the date defined in Section 13.01.

“ETJ” shall have the meaning set forth in the recitals to this Agreement.

“Land Development Code” shall mean the Land Development Code of the City, codified as Titles 25 and 30 of the City Code.

“Major Headwaters” shall mean a drainage way with a drainage area of at least thirty-two (32) acres, which ultimately flows into Rattan Creek, Lake Creek or Walnut Creek.

“Major Land Use Category” or **“Major Land Use Categories”** shall mean the major land use categories for property within Robinson Ranch, specifically MXD, OS and/or TOD.

“Major Mass Transit Facility” shall mean an existing or transit-agency proposed rail station or bus rapid transit transfer station.

“**Major Recharge Feature**” shall mean a Cave with a drainage area of at least two (2) acres and at least one hundred fifty (150) cubic feet in capacity.

“**Major Transportation Facility**” shall have the meaning set forth in Section 7.05c.1.

“**MXD**” shall mean the major mixed land use category for property within Robinson Ranch which includes any combination of residential, commercial, industrial, agricultural and civic uses, as further described in Section 3.02a.

“**MXD Site Development Standards**” shall mean the site development standards for those portions of Robinson Ranch designated as MXD, and which are set forth on Exhibit “D”.

“**Notice**” shall have the meaning set forth in Section 13.09.

“**Ordinances**” shall mean the ordinances of the City.

“**OS**” shall mean the open space land use category for property within Robinson Ranch as further described in Section 3.02a.

“**OS Land**” shall have the meaning set forth in Section 3.06.

“**OS Site Development Standards**” shall mean the site development standards for those portions of Robinson Ranch designated as OS, and which are set forth on Exhibit “E”.

“**Robinson**” shall have the meaning set forth in the recitals to this Agreement.

“**Robinson Ranch**” shall have the meaning set forth in the recitals to this Agreement, and consists of the land described on Exhibit “A”.

“**Robinson Ranch Use Summary Table**” shall mean the table attached as Exhibit “B” which identifies and describes the permitted, conditional and prohibited residential, commercial, industrial, agricultural and civic uses on Robinson Ranch and related land use categories.

“**Second Applicable Requirements**” shall have the meaning set forth in Section 3.03a.

“**Specific Land Use Category**” or “**Specific Land Use Categories**” shall mean the specific land use categories permitted under each Major Land Use Category for property within Robinson Ranch, specifically SF-ROB, THC-ROB, MF-ROB, CO-ROB1, CO-ROB2, LI-ROB, R&D-ROB, CV-ROB and/or OS-ROB. The permitted, conditional and prohibited land uses for each Specific Land Use Category are set forth on the Robinson Ranch Use Summary Table. The Specific Land Use Categories that are permitted within portions of Robinson Ranch designated as MXD are identified on the MXD Site Development Standards, the Specific Land Use Categories that are permitted within portions of Robinson Ranch designated as TOD are identified on the TOD Site Development Standards, and the Specific Land Use Categories that are permitted within portions of Robinson Ranch designated as OS are identified on the OS Site Development Standards.

“**Term**” and similar references shall have the meaning set forth in Section 13.02.

“Third Applicable Requirements” shall have the meaning set forth in Section 3.03a.

“TOD” shall mean the major mixed land use category required for Transit-Oriented Development within Robinson Ranch which includes any combination of residential, commercial, and civic uses (and industrial uses if allowed), as further described in Section 3.02a.

“TOD Site Development Standards” shall mean the site development standards for those portions of Robinson Ranch designated as TOD, and which are set forth on Exhibit “F”.

“Transit-Oriented Development” shall mean Development that is encouraged to be of a design, configuration and mix of uses that emphasize a pedestrian-oriented environment and that reinforce the use of mass transit (rail or bus rapid transit). Transit-Oriented Development is encouraged to mix residential, retail, office, open space and public uses, within a comfortable walking distance, making it convenient for residents, workers and shoppers to travel by mass transit, bicycle or foot, as well as by car. The arrangement of uses and buildings is also encouraged to allow residents, workers and shoppers to walk or bicycle to mass transit and other destinations within the Transit-Oriented Development.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

ARTICLE II

LAND USE

Section 2.01 Uses. All uses described as permitted and conditional residential, commercial, industrial, agricultural and civic uses on the Robinson Ranch Use Summary Table attached as Exhibit “B” are permitted and conditional uses on Robinson Ranch, except as expressly modified by the terms of this Agreement. The uses described as “not permitted” on the Robinson Ranch Use Summary Table are not permitted on Robinson Ranch unless otherwise approved by the City Council. Any commercial uses added as permitted or conditional uses under the City Code after the Effective Date shall automatically become permitted uses under the CO-ROB1 and CO-ROB2 Specific Land Use Categories. Any industrial uses added as permitted or conditional uses under the City Code after the Effective Date shall automatically become permitted uses under the CO-ROB2 Specific Land Use Category and conditional uses under the CO-ROB1 Specific Land Use Category. However, additional commercial or industrial uses added to either the CO-ROB1 or COB-ROB2 district will be subject to any additional regulations applicable to these use classifications, including but not limited to the Land Development Code, Chapter 25-2, Article 4: Additional Requirements For Certain Uses.

Section 2.02 Continuation of Existing Uses and Activities. Land uses and activities that currently exist within Robinson Ranch shall be allowed to continue operating in the same manner, upon annexation of Robinson Ranch into the City. Current uses and activities which are expressly permitted to continue include: (i) quarrying, lime production and transportation, storage of materials and equipment for quarrying and lime production, and all related activities, including but not limited to excavating, filling, crushing and screening; (ii) ranching and agricultural related operations; (iii) hunting (including the use of firearms) and recreational (non-commercial) firearm activities; and (iv) sales and use of fireworks; provided, however, the

hunting and recreational firearm activities shall not be permitted in areas that have been annexed for full purposes and sales and use of fireworks shall comply with City regulations applicable within 5000 feet of the full purpose city limits. For purposes of this Section 2.02, “uses” are set forth in (i) and (ii) above, and “activities” are set forth in (iii) and (iv) above. Robinson may extend, expand or relocate the uses and activities set forth in (i) through (ii) above to any other portion of Robinson Ranch, at its sole discretion and without any City regulation whatsoever. The uses identified in (i) and (ii) above and any extension, expansion or relocation of such uses shall not be considered Development. Robinson will not, however, expand the quarrying use set forth in (i) above into either designated OS area or into areas within the set backs from Major Recharge Features.

ARTICLE III

SITE DEVELOPMENT, APPLICABLE ORDINANCES AND RELATED MATTERS

Section 3.01 Phased Development. The City acknowledges that when and if Robinson Ranch develops, it will likely develop over an extended period of time in numerous multiple phases.

Section 3.02 Land Uses.

a. Land Use Categories.

1. Applicable Major Land Use Categories. With the exception of property to be developed under TOD Site Development Standards and property designated as OS, all of the Robinson Ranch shall be developed under the MXD Major Land Use Category, MXD Site Development Standards and Specific Land Use Categories permitted within MXD areas. Those portions of Robinson Ranch within two thousand feet of a Major Mass Transit Facility may be developed as a Transit-Oriented Development using the TOD Major Land Use Category, TOD Site Development Standards and Specific Land Use Categories permitted within TOD areas. Any designation of a portion of Robinson Ranch as TOD shall be in Robinson’s sole discretion.

(i) Robinson may, in its sole discretion, designate at any time and from time to time by separate instrument Specific Land Use Category designations for areas covered by the MXD or TOD designations. Robinson may designate different Specific Land Use Categories for different portions of property within the MXD and TOD areas.

(ii) The OS areas shall be comprised of the following areas and Robinson shall designate the following areas as OS: Critical Water Quality Zones, Water Quality Transition Zones, FEMA Inundation Areas, and Major Headwaters. The OS areas shall be fixed based upon the boundaries of the areas described in the preceding sentence as they exist on the Effective Date. The OS areas are generally shown on Exhibit “C”. Boundaries of OS areas shall be determined by reference to GIS data sources referred to on Exhibit “C”.

2. Applicable Specific Land Use Categories. The Specific Land Use Categories within the Major Land Use Categories collectively contain all the land uses

allowed by this Agreement which are identified on the Robinson Ranch Use Summary Table.

(i) The Specific Land Use Categories that are permitted within portions of Robinson Ranch designated as MXD are identified on the MXD Site Development Standards and the Specific Land Use Categories that are permitted within portions of Robinson Ranch designated as TOD are identified on the TOD Site Development Standards. Specifically, the CO-ROB2, MF-ROB, THC-ROB, SF-ROB, LI-ROB, R&D-ROB and CV-ROB Specific Land Use Categories are permitted within portions of Robinson Ranch designated as MXD; the CO-ROB1, MF-ROB, THC-ROB, and CV-ROB Specific Land Use Categories are permitted within portions of Robinson Ranch designated as TOD; and the OS-ROB Specific Land Use Category is permitted within portions of Robinson Ranch designated as OS. All permitted and conditional uses identified on the Robinson Ranch Use Summary Table for the Specific Land Use Category designated will be permitted and conditional uses for the portion of Robinson Ranch covered by the Specific Land Use Category designation.

(ii) Except as modified by this Agreement, (i) the site development standards set forth on the MXD Site Development Standards shown on Exhibit "D" for each Specific Land Use Category within the MXD Major Land Use Category shall apply to those portions of Robinson Ranch designated as MXD; (ii) the site development standards set forth on the TOD Site Development Standards shown on Exhibit "E" for each Specific Land Use Category within the TOD Major Land Use Category shall apply to those portions of Robinson Ranch designated as TOD; and (iii) the site development standards set forth on the OS Site Development Standards shown on Exhibit "F" for each Specific Land Use Category within the OS Major Land Use Category shall apply to those portions of Robinson Ranch designated as OS.

b. Designation of Specific Land Use Categories. Within the MXD or TOD Major Land Use Categories, if a preliminary subdivision plan is required for a development, Robinson must designate the Specific Land Use Category or Categories upon the filing with the City of an application for a preliminary subdivision plan for the portion of Robinson Ranch covered by the preliminary plan application if the Specific Land Use Category or Categories was not previously declared for such portion of Robinson Ranch. If a preliminary subdivision plan is not required for a development, Robinson must designate the Specific Land Use Category or Categories upon the filing with the City of an application for a final subdivision plat for the portion of Robinson Ranch covered by the plat application if the Specific Land Use Category or Categories was not previously declared for such portion of Robinson Ranch. If a preliminary plan or final plat is not required for a development, Robinson must designate the Specific Land Use Category or Categories upon the filing of an application for a site plan for the portion of Robinson Ranch covered by the application, or, if no site plan is required, upon the filing of an application for a building permit or permits for the portion of Robinson Ranch covered by the application.

c. Example of Designation of Land Use Category. By way of example but not limitation, if Robinson plans to develop a portion of Robinson Ranch in an area designated as MXD for a mixed-use development that includes single family residential, office, retail, restaurant, and educational facility uses and Robinson decides, in its sole discretion, to use the

CO-ROB2 Specific Land Use Category, then Robinson shall designate such property as MXD/CO-ROB2 prior to or upon the preliminary subdivision plan application that covers such property (or final subdivision plat application if a preliminary subdivision plan is not required, or site plan or building permit application, as applicable in accordance with Section 3.02b). Accordingly, (i) all permitted and conditional uses identified on the Robinson Ranch Use Summary Table for the CO-ROB2 Specific Land Use Category will be permitted and conditional uses for the portion of Robinson Ranch covered by the MXD/CO-ROB2 designation, including but not limited to single family residential, office, retail, restaurant, and educational facility uses and (ii) all development regulations applicable to the CO-ROB2 Specific Land Use Category as set forth in the MXD Site Development Standards and this Agreement shall apply to the portion of Robinson Ranch covered by the MXD/CO-ROB2 designation.

d. Change of Designation of Specific Land Use Categories. Robinson may designate Specific Land Use Categories for different non-OS portions of property covered by a single preliminary plan or final plat application, or site plan or building permit applications for land for which a preliminary or final plat is not required, in accordance with Section 3.02b. Robinson shall be free to change the Specific Land Use Category designation for any non-OS portion of Robinson Ranch at any time prior to a preliminary subdivision plan application (or final subdivision plat application if a preliminary subdivision plan is not required) by written notice to the City. If a preliminary subdivision plan is required, Robinson may change the Specific Land Use Category designation for any non-OS portion of Robinson Ranch after the filing of an application for a preliminary subdivision plan covering such portion; however, Robinson must file an amendment to preliminary subdivision plan application after such a change in Specific Land Use Category designation. Robinson shall be free to change the Specific Land Use Category designation for non-OS portions of property covered by a site plan or building permit application for property for which a preliminary or final plat is not required; however, Robinson must submit a new or revised application for site plan or building permit after such a change in Specific Land Use Category. If a submitted preliminary plan has been approved by the City, in order to change the Specific Land Use Category or Categories in such an approved subdivision plan, Robinson must comply with the provisions of City Code Section 25-4-61 regarding changes to approved preliminary plans. If a final plat application has been approved by the City, Robinson may change the Specific Land Use Category designation by submitting written notice to the City. Robinson shall be free to change at any time, by written notice to the City, the Specific Land Use Category designation for any non-OS portion of the Robinson Ranch for which a preliminary subdivision plan application (or final subdivision plat application if a preliminary subdivision plan is not required) has been withdrawn by Robinson or denied or disapproved by the City. In addition, Robinson shall be free to change at any time, by written notice to the City, the Specific Land Use Category designation for any non-OS portion of Robinson Ranch for which a site plan application (if a preliminary plan and final plat is not required), or building permit application (if a preliminary plan, final plat or site plan is not required), has been withdrawn by Robinson or denied or disapproved by the City.

Section 3.03 Applicable Requirements.

a. Controlling Ordinances, Manuals, and Rules. All of the City's laws, ordinances, manuals, and administrative rules, (including the Land Development Code) as they regard land development as they exist as of the Effective Date of this Agreement (the "First

Applicable Requirements") shall apply to Development within Robinson Ranch, except as otherwise specified in this Agreement. The First Applicable Requirements will apply to all Development within Robinson Ranch for fifteen (15) years from the Effective Date of this Agreement. After fifteen (15) years, the First Applicable Requirements will no longer apply, and Development within Robinson Ranch will be subject to all of the City's then current laws, ordinances, manuals, and administrative rules (including the City Code) as they regard land development. At the expiration of fifteen (15) years from the Effective Date of this Agreement, the City's then current laws, ordinances, manuals, and administrative rules, (including the City Code) as they regard land development (the "**Second Applicable Requirements**") shall apply to Development within Robinson Ranch, except as otherwise specified in this Agreement, for fifteen (15) years from the date on which the Applicable Requirements ceased to apply. After thirty (30) years from the Effective Date of this Agreement, the Second Applicable Requirements will no longer apply. At the expiration of thirty (30) years from the Effective Date of this Agreement, the City's then current laws, ordinances, manuals, and administrative rules, (including the City Code) as they regard land development (the "**Third Applicable Requirements**") shall apply to Development within Robinson Ranch, except as otherwise specified in this Agreement, for fifteen (15) years from the date on which the Second Applicable Requirements ceased to apply. After forty-five (45) years from the Effective Date of this Agreement, the Third Applicable Requirements will no longer apply and Development within Robinson Ranch will be subject to all of the City's then current laws, ordinances, manuals, and administrative rules (including the City Code) as they regard land development. During the Term of this Agreement the provisions of Article II, Article III and Article VII of this Agreement will continue to apply to Development within Robinson Ranch even if those provisions are in conflict with the First Applicable Requirements, Second Applicable Requirements, Third Applicable Requirements, or any future City laws, ordinances, manuals, or administrative rules. Applicable City Code provisions or Ordinances or regulations regulating conduct and activity in the nature of health or safety, shall not be "locked in" as of the Effective Date of this Agreement as part of the First Applicable Requirements or "locked-in" as part of the Second Applicable Requirements or Third Applicable Requirements and may be enforced as enacted or amended, except to the extent such regulations affect lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project. Such health and safety provisions or ordinances include, but are not limited to, Chapters 25-7 and 25-12 of the City Code and also the City's Utility and Drainage Criteria Manuals. In addition, measures which the City must enact or enforce pursuant to state or federal mandates or court order may be enforced to the extent necessary to comply with state or federal law or court order. Finally, Robinson agrees that the City may enforce as enacted or amended in the future all ordinances regarding signs.

b. **City Fees.** Development of any portion of Robinson Ranch shall be subject to the City fees in effect at the time of such Development. However, with respect to each initial subdivision and site plan application processed and approved for each parcel within Robinson Ranch, for ten (10) years from the Effective Date the applicant (whether such applicant is Robinson or not) shall receive a waiver of a portion of development review and permitting fees only equal to the difference between: (i) the City's development review and permitting fees required and in effect at the time the application is submitted and (ii) the City's development review and permitting fees in effect as of the Effective Date. The City's development review and permitting fees as of the Effective Date are listed on the attached Exhibit "G". All subsequent subdivision, re-subdivision and site plan applications shall not receive a partial

waiver of development review and permitting fees and shall be subject to the City's fees then in effect; provided, however, if an initial subdivision or site plan application for a parcel within Robinson Ranch is denied or withdrawn, then the subsequent subdivision or site plan application for such parcel shall be deemed the initial subdivision or site plan application and the partial waiver of development review and permitting fees described in this Section 3.03b shall apply with respect to such subsequent applications, if such subsequent applications are filed within 10 years from the Effective Date.

c. No Special Fees. In no event will the City impose any special fees for administering the terms of this Agreement.

Section 3.04 Site Development Regulations.

a. Except as modified by this Agreement, (i) the site development standards set forth on the MXD Site Development Standards for each Specific Land Use Category within the MXD Major Land Use Category shall apply to those portions of Robinson Ranch designated as MXD; (ii) the site development standards set forth on the TOD Site Development Standards for each Specific Land Use Category within the TOD Major Land Use Category shall apply to those portions of Robinson Ranch designated as TOD; and (iii) the site development standards set forth on the OS Site Development Standards for each Specific Land Use Category within the OS Major Land Use Category shall apply to those portions of Robinson Ranch designated as OS. On Robinson Ranch, Development shall only be required to comply with the impervious cover limits set forth in the site development standards for the land uses as set forth in the MXD Site Development Standards, the TOD Site Development Standards and the OS Site Development Standards, as applicable, and no other impervious cover limits found in the City Code shall apply. No compatibility standards shall apply to any Development within Robinson Ranch in a TOD area; provided, however, that a use or zoning outside the perimeter of the Robinson Ranch triggers compatibility standards inside a TOD in accordance with Exhibit "H." In the MXD areas compatibility standards will apply in accordance with Exhibit "H." For those areas on the perimeter of Robinson Ranch which are shown on Exhibit "I", (i) the minimum building setback from adjacent single-family subdivisions is 100 feet for all buildings except those used for an industrial or single-family residential use, and (ii) the minimum building setback from adjacent single-family subdivisions is 200-feet for all buildings used for an industrial use, and (iii) for all surface parking facilities other than single family residential, the minimum setback from the adjacent single family subdivision is 75 feet. On Robinson Ranch, City Code limitations and restrictions with respect to cut, fill, spoil, construction on slopes, clearing of vegetation, clearing for or construction of private ranch or haul roadways, or blasting shall not apply with respect to current or future quarry or agricultural operation sites within Robinson Ranch, as these shall not be considered Development.

b. Notwithstanding any provision in this Agreement to the contrary, development within Robinson Ranch shall also comply with the following:

- (i) All mechanical units shall be screened from street level pedestrian view.
- (ii) All electrical distribution lines, cable lines, and telephone lines shall be installed underground in a TOD area.

- (iii) Mid-block passages that connect a street to the interior of a block and the parking in a block are required in a TOD area.
- (iv) Building setbacks at street intersections shall be adequate to provide safe site distances for vehicles.
- (v) All dumpsters shall be screened.

c. The Architectural Principles attached as Exhibit "L" shall be guidelines for development of the Property.

Section 3.05 Variances.

a. **Quarries.** The Director of the City's Watershed Protection and Development Review Department (the "**Director**"), or its successor department, is authorized to grant variances as the Director may elect to grant, without review by any City board, commission or council, from any City Code requirements otherwise regulating or affecting: construction of driveways, buildings, residences and other improvements on slopes created by quarrying operations provided structural stabilizations acceptable to the Director are contained within the property on which such improvements are constructed.

b. **Platting Adjacent Property.** An automatic waiver of Subsection (B) of 25-4-33 of the Land Development Code shall be granted provided the following criteria are met: (i) subdividing only a portion of the original tract will not substantially impair the orderly planning of roads, utilities, drainage and other public facilities; and (ii) the portion of the original tract contiguous to the area to be subdivided has direct access to a public street, or the applicant has provided access to a public street by dedicating right-of-way at least 50 feet wide.

c. **Site.** The Director is authorized to grant variances as the Director may elect to grant, without review by any City board, commission or council, from any regulation defining a Site for Development purposes. Provided however, that under no circumstances may a site cross an arterial, freeway, parkway, expressway, or toll road, as defined and contained in the most recently adopted version of the Capital Area Metropolitan Planning Organization Transportation Plan.

d. **Detention.** It is anticipated that detention capacity available within Smith Lake, Ganzert Lake and other excavated areas (including the quarries) may be used to meet detention requirements for upstream development if the City criteria for the provision of offsite detention are met. Where development in Robinson Ranch employs non-City offsite detention facilities to meet detention requirements, that development will not be subject to payment of the Regional Stormwater Management Program Fee.

Section 3.06 Open Space. The parties intend that after this Agreement becomes effective, all the land within the OS Major Land Use Category (each tract individually and all such tracts collectively, the "**OS Land**") will become subject to the use and Development restrictions on OS Land set forth in this Agreement. As Robinson Ranch develops, portions of

OS Land will become either publicly owned open space or privately owned land with public trail easements as provided in this Section.

a. Open Space. All OS Land shall be subject to an obligation to accommodate the City's public trail easement, if required by this Agreement, along both sides of the waterway. If a trail easement is required by this Section 3.06, the easement shall be granted to the City in a form reasonably acceptable to the City.

1. Trail Easement. The public trail easement required by this Section 3.06a shall be fifteen (15) feet wide, shall be located on both sides of the waterway (the easement on each side being a separate fifteen (15) foot wide portion of the easement), and shall follow generally along the direction of the waterway as the waterway traverses the OS Land corridor. Upon the occurrence of a trail easement trigger under Section 3.06a.1.i, the City and Robinson, or its successor or assign, shall consult and attempt to reach mutual agreement regarding the OS Land covered by the trail easement. If no agreement is reached, Robinson may determine in its sole discretion, the portion of OS Land to be covered by the trail easement. However, each dedicated portion of the trail easement must either be contiguous to a previously dedicated portion of the trail easement, or must have public access. The trail may cross the waterway or be connected across the waterway. The City shall maintain the trail easement. In the Critical Water Quality Zone, whether privately owned or owned by the City, the City may align the trail in its sole discretion. The City shall make all reasonable attempts to align the trail in the Critical Water Quality Zone. In the event, however, that the City seeks to locate the trail in privately owned land outside the Critical Water Quality Zone, the City and Robinson, or its successor or assign, must reach mutual agreement about the location of the trail easement. If no agreement is reached about the alignment of the trail in privately held land outside the Critical Water Quality Zone within ninety (90) days of Notice initiating discussions, the location of the trail easement shall be decided by arbitration as described in Article XII of this Agreement.

(i) Trail Easement Trigger. Upon the first to occur of: (a) approval of a final plat or plats, (b) for Development for which a final plat is not required, approval of a site plan or site plans, or (c) for Development for which neither a final plat nor site plan is required, issuance of a building permit or permits (hereafter in this Section 3.06 "final plats" or "final platted" shall mean the first to occur of (a), (b) or (c) that include land totaling five percent (5%) of the total non-OS Land area of Robinson Ranch, Robinson shall dedicate to the City a portion of the trail easement(s) in the OS Land, covering five percent (5%) of the OS Land in accordance with 3.06a.1 above, whether or not such portion(s) of the OS Land area have been dedicated to the City. Thereafter, for every additional five percent (5%) of the non-OS Land area of Robinson Ranch for which a final plat or plats are approved, Robinson shall dedicate additional portions of the trail easement contiguous to previously dedicated portions of the trail easement, or with public access, in accordance with this Section 3.06a.1.i.

2. Maximum Amount. Robinson agrees that privately owned OS Land shall not exceed fifty (50%) percent of the OS Land. Robinson agrees that privately owned Open

Space in the Water Quality Transition Zone will not exceed fifty (50%) percent of the Water Quality Transition Zone land found in the OS Land.

b. Incremental Establishment of Dedicated Open Space. The parties agree that as Robinson Ranch develops, OS Land will be dedicated to the City in accordance with the following:

1. Trigger. Upon final platting of land totaling twenty-five percent (25%) of the total non-OS Land area of Robinson Ranch, Robinson shall dedicate two-and-one-half percent (2.5%) of the OS Land to the City. Thereafter, for every additional incremental five percent (5%) of the non-OS Land area of Robinson Ranch for which a final plat or plats is approved, Robinson shall dedicate an additional two-and-one-half percent (2.5%) of the OS Land to the City. All OS Land previously dedicated to the City shall count toward each two-and-one-half percent (2.5%) requirement. Nothing in this Section 3.06b.1 shall prohibit Robinson from voluntarily dedicating additional OS Land of any size to the City that otherwise meets the requirements of Section 3.06, and the City shall accept such dedication or dedications.

(i) **Infrastructure.** On Robinson Ranch, a final plat for Development that is either: (a) a Major Transportation Facility or (b) utility infrastructure maintained by a public entity shall not be counted as part of the described twenty-five percent (25%) or five (5%) percent triggers.

2. Location. OS Land to be dedicated to the City must adjoin final platted land, previously dedicated OS Land, or an existing public roadway, and the dedicated OS Land shall have public access points. Incremental establishments of OS Land as described in Section 3.06b, must consist of contiguous sections of OS Land, or non-contiguous portions if mutually agreed upon by the parties. Prior to each incremental dedication of OS Land, Robinson shall attempt to reach agreement with the City regarding the location of OS Land to be dedicated.

3. Configuration. Dedications to the City of OS Land shall consist of sections of OS Land that extend: (a) from one side of the OS Land corridor to the other side of the OS Land corridor, or (b) from one side of the OS Land corridor to the center of the waterway within the OS Land corridor, (c) from one side of the OS Land Corridor to the boundary between the Water Quality Transition Zone and Critical Water Quality Zone on either side of the waterway; or (d) across the waterway to both boundaries of the Critical Water Quality Zone with the Water Quality Transition Zone.

c. Final Dedication of OS Land. Upon the approval of a final plat or plats for land totaling seventy-five (75%) percent or more of the non-OS Land on Robinson Ranch, if fifty percent (50%) of the total OS Land has not been dedicated to the City, then Robinson shall dedicate, within sixty days of a request by the City for such dedication, an amount of OS Land to the City such that, upon such dedication, fifty percent (50%) of the total OS Land has been dedicated to the City. It is the intent of the parties that on or before this final dedication of OS Land, that at least fifty percent (50%) of the OS Land will be dedicated to the City.

1. Condemnation. Neither condemnation of a portion of Robinson Ranch by a public entity nor the sale by Robinson of land to be used as part of a Major Transportation Facility or for utility infrastructure maintained by a public entity may serve as the trigger for the final dedication of OS Land, unless the condemnation or sale for a Major Transportation Facility or utility infrastructure results in final platting of ninety (90%) percent or more of Robinson Ranch.

d. Miscellaneous. The City shall accept any and all dedications of OS Land made in accordance with this Section 3.06. The City's obligation to accept dedications of OS Land made in accordance with this Section 3.06 does not apply in the event that OS Land is offered for dedication in order to comply with the parkland dedication requirements of Section 25-4-211 et seq. of the City Code.

Section 3.07 Parkland Dedication. The parkland dedication requirements of Section 25-4-211 et seq. of the City Code apply to all residential property to be developed within Robinson Ranch.

Section 3.08 Transportation Analysis. In recognition of the major transportation corridors that surround and bisect Robinson Ranch, the original development of any portion of the Robinson Ranch will be exempt from any requirement to obtain a traffic impact analysis ("TIA") and the City hereby waives the requirement of any such analysis in connection with the land uses contemplated by this Agreement for the original development of the Robinson Ranch, except as provided herein. A TIA, limited in scope, for Development that generates two thousand (2000) trips or more per day may be required if the Director determines a TIA is reasonably necessary, solely for the purposes of determining the need for traffic signals or turn lanes in the immediate vicinity of the Development. For purposes of this paragraph "original development" means any development on the Robinson Ranch other than the existing uses and activities described in Section 2.02, and which requires the submission of a plat and/or site plan application to the City. Subsequent development on the Robinson Ranch will require a traffic impact analysis. For purposes of this paragraph, "subsequent development" of a tract means the removal and/or replacement of improvements that were the result of original development of the Robinson Ranch, provided such removal and/or replacement requires the submission of a new plat and/or site plan application.

Section 3.09 Dedicated Review Team. The City will establish and maintain throughout the term of this Agreement a dedicated permit review team in the Watershed Protection and Development Review Department, Neighborhood Planning and Zoning Department, and Water and Wastewater Department, or their successor departments, who will be responsible for the review, processing and approval of all subdivision plats, site development permits, and all other permits for development within Robinson Ranch which are normally processed by such departments, or their successor departments (the "**Dedicated Review Team**"). The Dedicated Review Team will be familiar with the terms and provisions of this Agreement, and other issues particular to Robinson Ranch and, accordingly, will be in a position to more efficiently process and expedite applications for permits, subdivision plat approvals and site development permit approvals for projects within Robinson Ranch. The initial Dedicated Review Team will be designated to Robinson by the City Manager in writing within thirty (30) days after the Effective

Date of this Agreement. All development review, although conducted by Dedicated Review Team, will be subject to the then current City development review processes and procedures.

Section 3.10 City Code Amendment. This Agreement is approved by ordinance of the City Council and the ordinance adopting this Agreement is an amendment to the City Code to the extent necessary to give effect to this Agreement. The City specifically acknowledges that all processes required for the enactment of such ordinances have been duly observed. The City agrees to promptly take any and all action necessary to cure any alleged defects in the process required for enactment of such ordinances or any alleged defects in the process for entering into this Agreement if such alleged defects are raised by any third party or party to this Agreement.

ARTICLE IV

AMENDMENTS

Section 4.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Robinson, or all the then current owners of all portions of Robinson Ranch (other than the individual owners of occupied single family, duplex, townhouse or attached single family residential lots); provided, however, an owner of a portion of Robinson Ranch (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner. In addition, as long as Robinson owns any portion of Robinson Ranch, Robinson and the City may amend this Agreement without the joinder of any other landowner.

ARTICLE V

ANNEXATION

Section 5.01 Annexation.

a. Limited Purpose Annexation. By the execution and in consideration of the mutual covenants of this Agreement, Robinson agrees to and requests the annexation of Robinson Ranch into the City for the limited purposes of planning and zoning only. If the City does not annex Robinson Ranch for the limited purposes of planning and zoning only within ninety (90) days of execution of this Agreement by both parties, this Agreement shall automatically terminate and the planned unit development land use plan application for Robinson Ranch submitted in connection with the annexation shall automatically be withdrawn.

b. Full Purpose Annexation. Robinson hereby waives the City's obligation to annex Robinson Ranch for full purposes within three (3) years of the date Robinson Ranch is annexed for limited purposes pursuant to Section 5.01a above. Instead, after Robinson Ranch is annexed for limited purposes, Robinson requests, and the City shall have the option, but not the obligation, to annex for full purposes portions of Robinson Ranch under the following terms and according to the following schedule:

- 1.** At any time after the first to occur of: (a) recording of a final plat or plats, (b) for Development for which a final plat is not required, approval of a site plan or site

plans, or (c) for Development for which neither a final plat nor site plan is required, issuance of a building permit or permits (hereafter in this Section 5.01 "final plat" "final plats" or "final platted" shall mean the first to occur of (a), (b) or (c)), the City may annex those portions of Robinson Ranch included in the final plat;

2. Concurrent with the annexation of any land for which a final plat has been recorded, the City may annex any portions of Robinson Ranch necessary to establish contiguity between the land within the recorded final plat and the then-existing full purposes City limits, provided however, unless otherwise authorized in writing by Robinson or the owner of the property affected, the maximum width annexed for such contiguity purposes shall be no greater than, at the City's option, either: (a) fifty (50) feet in width whether over land or adjacent to existing right of way, or (b) the width of an existing right of way if the City elects to annex right of way to establish contiguity. The City shall attempt to reach agreement with Robinson regarding the location of land annexed to establish contiguity. In the event the City and Robinson do not reach agreement on the location of such land annexed for contiguity, the City first shall attempt to establish contiguity along or adjacent to existing public rights of way, rather than annexing over land, to the extent feasible in the City's reasonable determination. Notwithstanding anything in this paragraph, absent Robinson's agreement, the City will not establish contiguity over land by annexing any portion of the lime plant unless no other means exists to establish contiguity;

3. The City may annex those portions of Robinson Ranch mutually agreed to be annexed for full purposes by the parties; or

4. The City may annex for full purposes any portion of Robinson Ranch which remains unannexed forty-four (44) years and six (6) months from the Effective Date of this Agreement.

During the Term of this Agreement, the City shall not annex any part of Robinson Ranch for full purposes except as provided in paragraphs 1 through 4 above. Specifically, the City shall not annex the lime plant or its related operations without the consent of Robinson. Notwithstanding Section 5.01b.4, The City and Robinson agree that following the expiration of the Term of this Agreement it is the intention of the parties that the City will continue to annex property for full purposes as it is final platted. Accordingly, provided that, as of forty-four (44) years and six (6) months from the Effective Date of this Agreement, the City continues to have the statutory power to annex for full purposes the un-platted portions of Robinson Ranch at the expiration of the Term of this Agreement, the City will not annex un-platted portions of Robinson Ranch pursuant to Section 5.01b.4. In the event, however, that absent this Agreement, the City does not have the discretionary power to annex for full purposes the un-platted portions of Robinson Ranch, the City may proceed to annex for full purposes the unannexed portions of Robinson Ranch pursuant to Section 5.01b.4 of this Agreement, and Robinson consents to such annexation if Robinson's consent is necessary because of changes in state law.

ARTICLE VI

UTILITIES

Section 6.01 Water and Wastewater Service. The City agrees to provide water and wastewater service to Robinson Ranch in accordance with its service, rate and extension policies applicable to similarly situated properties within the City's service area.

Section 6.02 Electric Service. For those portions of Robinson Ranch within the City's service area, the City agrees to provide electric service to Robinson Ranch in accordance with its service, rate and extension policies applicable to similarly situated properties within the City's service area. The City acknowledges that portions of Robinson Ranch are within a dual electric service area and that electric service may be provided to those portions of Robinson Ranch by other providers.

Section 6.03 Fees. The City agrees to provide utility services in accordance with rates and other policies applicable to all other similarly situated properties and City utility customers.

ARTICLE VII

ENVIRONMENTAL PROTECTION

Section 7.01 Critical Water Quality Zones. Waterway classifications, corresponding setbacks and development prohibitions for Critical Water Quality Zones are in accordance with the Land Development Code, as of the Effective Date.

Section 7.02 Water Quality Transition Zones. Waterway classifications and corresponding setbacks for Water Quality Transition Zones are in accordance with the Land Development Code, as of the Effective Date. Despite any provision in the Land Development Code to the contrary, no development is permitted in any Water Quality Transition Zones, except for the following: the permitted and conditional uses set forth on the Robinson Ranch Use Summary Table for the OS-ROB Specific Land Use Category; and utility, roadway, and railway crossings that are allowed in the Critical Water Quality Zone. Water and wastewater utilities are permitted in Water Quality Transition Zones provided the water and wastewater utilities are designed and constructed in a manner to protect Critical Environmental Features and to prevent the diversion and alteration of the natural conveyance of ground water.

Section 7.03 Major Headwaters. A setback of fifty (50) feet will be provided from the centerline of the drainage way of a Major Headwaters. The following development is permitted within a setback or buffer from the centerline of the drainage way of a Major Headwaters: the permitted and conditional uses set forth on the Robinson Ranch Use Summary Table for the OS-ROB Specific Land Use Category; water quality controls that consist of natural treatment systems, such as wet ponds, constructed wetlands or vegetated filter strips; and utility and roadway crossings that can not be reasonably located elsewhere.

Section 7.04 Critical Environmental Features. Protection of bluffs, canyon rimrock, springs and wetlands will be in accordance with the Land Development Code, as of the Effective Date. With regard to recharge features, setbacks are only required for Major Recharge Features. Such setbacks may vary in distance and shape. Major Recharge Feature setbacks shall not, however, exceed the following:

- a. one hundred (100) feet from the edge of the opening of such Major Recharge Feature; and
- b. three hundred (300) feet from a single point on the edge of the upstream opening of such Major Recharge Feature, which upstream setback shall not, in any event, exceed the actual drainage area of such Major Recharge Feature.

Section 7.05 Provisions Regarding Certain Setbacks.

- a. **Bluffs.** No setbacks shall be required from bluffs associated with quarries.
- b. **Endangered Species Caves.** With regards to the caves on the Robinson Ranch listed in the City's and Travis County's "10a Permit" with U.S. Fish & Wildlife, the City and Robinson recognize that as of the Effective Date of this Agreement, several possibilities exist for the protection (if necessary) of those caves. Those possibilities include, but are not limited to: acquisition of the caves by a third party, the establishment of a karst preserve on the Robinson Ranch or elsewhere, or the substitution of other caves on the Robinson Ranch or elsewhere for the caves listed in the "10a Permit". The City and Robinson further realize that any resolution will require the permission/approval of U.S. Fish & Wildlife, assuming U.S. Fish & Wildlife retains jurisdiction. Accordingly, Robinson agrees not to disturb by Development the Endangered Species Caves on the Robinson Ranch listed in the City's and Travis County's "10a Permit" without the written consent of U.S. Fish & Wildlife, as long as U.S. Fish & Wildlife has jurisdiction because of the Endangered Species Act.
- c. **No Setbacks Near Major Transportation Facility Intersections.** Notwithstanding anything in this Agreement to the contrary, no setbacks shall be required for any Major Recharge Feature which is located within 1,500 feet of the center of the intersection of two Major Transportation Facilities.

- 1. **"Major Transportation Facility,"** for purposes of this Agreement, means: (a) a Freeway, Parkway, Expressway, Toll Road, Major Arterial Divided, Major Arterial Undivided, or Minor Arterial as defined and contained in the most recently adopted version of the Capital Area Metropolitan Planning Organization Transportation Plan, as amended from time to time or (b) a railway.

Section 7.06 Water Quality Controls. Water quality provisions in this Article VII are "locked in" for the term of the Agreement. Other water quality regulations which do not directly or indirectly affect lot size, lot dimension, lot coverage, building size, residential or commercial density developable on Robinson Ranch are subject to the First, Second, and Third Applicable Requirements provisions of Section 3.03a. Temporary erosion and sedimentation controls shall not be "locked in", and shall comply with the City Code, as amended from time to time. Robinson shall not be obligated by the City to construct, maintain, finance, or grant any

type of property interest for any water quality or detention facilities related to any county, state or federally maintained roadway or transportation corridor.

Section 7.07 Stormwater Treatment Systems. Robinson shall use its best efforts to design stormwater treatment systems to avoid point discharges, promote sheet flow over undeveloped vegetated open space to further enhance water quality, and minimize loss of volumetric recharge to the aquifer.

Section 7.08 Pavement Sealants. The use of coal tar sealants or other pavement sealants may be prohibited or regulated when such regulations are incorporated into the City Code.

ARTICLE VIII

ROADWAYS, DRIVEWAYS AND SIDEWALKS

Section 8.01 Roadways. The following will apply with regard to roadways platted and/or constructed on Robinson Ranch:

a. Upon approval from the provider of fire protection and emergency medical services stating no objection to the contrary for proposed roadway facilities, the Watershed Protection and Development Review Department of the City, or its successor department, may grant administrative waivers without review by any City board, commission or council to the provisions of the City Code with regard to: private streets provisions in Section 25-4-171(A) (Access to Lots), prohibitions on block lengths exceeding the limitations in Sections 25-4-152 (Dead-End Streets) and 25-4-153 (Block Length) of the Land Development Code, taking into consideration topography, traffic circulation and access to pedestrian and transit facilities.

b. Any private street developed on Robinson Ranch will be treated as a "roadway" for purposes of Sections 25-8-341 (Cut Requirements) and 25-8-342 (Fill Requirements) of the Land Development Code;

c. The Director may approve alternate urban street standards under Section 25-6-171 (Standards for Design and Construction) of the Land Development Code;

d. At the time the subdivision construction plans are prepared, the City and the developer of the subdivision will identify potential locations for traffic signals and turning lanes. The developer, at its expense, will install the necessary turning lanes and traffic signal infrastructure, including conduit, pole foundations and pull boxes, to accommodate the identified potential traffic signals at locations identified in a TIA referenced in Section 3.08. In this Section 8.01d, the term "infrastructure" does not include mastarms or traffic signal heads.

Section 8.02 Driveways and Access. Driveways and curb cuts shall be permitted from every lot within a single-family residential area. Notwithstanding the foregoing, Robinson acknowledges that certain driveways and curb cuts to public rights-of-way maintained by the State of Texas may be subject to driveway and access standards established by the Texas Department of Transportation. In addition, Robinson acknowledges and agrees that the City may prohibit certain driveways and curb cuts if such driveways or curb cuts create a traffic safety hazard.

Section 8.03 Sidewalks. Sidewalks shall not be required within platted areas that provide alternative methods of pedestrian access, such as pedestrian/bicycle trails; provided, however, any such alternative methods of pedestrian access must comply with the Americans with Disabilities Act and the corresponding laws of the State of Texas. In addition, sidewalks constructed on private streets may be constructed with widths, locations and materials other than those required by the City Code; provided, however, any such sidewalks must comply with the Americans with Disabilities Act and the corresponding laws of the State of Texas, and provided that the sidewalks are a minimum of four feet wide, are convenient to persons who will use them, and are constructed of durable materials.

ARTICLE IX

CONDITIONS PRECEDENT; REPRESENTATIONS AND WARRANTIES

Section 9.01 Conditions Precedent. After the execution of this Agreement, the following conditions set forth in this Article IX must occur in order for this Agreement to become effective:

a. Approval by a majority of the City Council of an ordinance annexing Robinson Ranch for the limited purposes of planning and zoning;

b. Approval by a majority of the City Council of the planned unit development land use plan for Robinson Ranch submitted in connection with the limited purpose annexation of Robinson Ranch;

c. This Agreement, including the conditions precedent set forth in this Section 9.01, is not intended to bind, and the parties agree in fact and law that the Agreement does not bind, the legislative discretion of the City Council to approve or disapprove any proposed annexation ordinance or proposed planned unit development land use plan for Robinson Ranch.

The conditions precedent set forth above are not subject to waiver, unless such waiver is approved in writing by a resolution of the City and Robinson.

Section 9.02 Representations and Warranties of Robinson.

a. **Organization and Good Standing.** Robinson consists of individuals and multiple partnerships and trusts, each of which is duly organized and validly existing in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

b. **Authority, No Conflict.** This Agreement constitutes the legal, valid and binding obligation of Robinson, enforceable against Robinson in accordance with its terms. Robinson has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 9.03 Representations and Warranties of the City.

a. Organization and Good Standing. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

b. Authority; No Conflict. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE X

FRUSTRATION OF PURPOSE

Section 10.01 Frustration of Purpose.

a. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of modifications or amendments to the underlying statutory authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature modifies or amends state law in a manner having the effect of limiting or curtailing the City's ability to maintain Robinson Ranch as a limited purpose annexation area, and to annex Robinson Ranch for full purposes in accordance with the provisions of this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated.

b. If one party contends that a frustration of purpose has occurred, that party shall notify all other parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

c. The parties agree that upon receipt of Notice of an alleged frustration of purpose, the parties will meet and confer and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the part of this Agreement effected by the frustration of purpose.

d. If the parties cannot agree within 90 days of one party notifying the other parties in writing of an alleged frustration of purpose to a mutually agreeable amendment or revision to this Agreement, either party may thereafter file a court action, or as provided in Article XII a Notice of Arbitration, seeking a declaration that a frustration of purpose has occurred. If neither party files such an action within thirty (30) days of the 90-day period just described, then no frustration of purpose will have occurred, and this Section 10.01 will be inapplicable unless and until either party sends another notification pursuant to Section 10.01b. If a court of competent

jurisdiction or an arbitration panel provided for in Article XII issues an order, which becomes final because of the exhaustion of all appellate rights, ("final order") which final order adjudicates that the Agreement has had its purpose frustrated; the parties agree to again attempt for ninety (90) days to amend or modify this Agreement to the extent necessary to address the frustration of purpose declared by the final order. The parties agree that they will attempt to amend or revise this Agreement to the greatest degree practical to accomplish the same purpose and objective of the part of this Agreement that has been frustrated as declared by the court or arbitration panel. If the parties cannot agree on any such amendment or revision within ninety (90) days from the date of the final order, then either party may:

1. Terminate this Agreement, and this Agreement shall no longer apply to those portions of Robinson Ranch which have not been annexed for full purposes. It is the intent of the parties that, to the extent allowed by law, the portions of Robinson Ranch to which this Agreement ceases to apply shall return to their jurisdictional status as the property existed on the date immediately prior to the Effective Date of this Agreement;

2. Notwithstanding Section 10.01d.1 above, any portion of the property which has not yet been annexed for full purposes, but for which water or wastewater service has been made available or for which water and wastewater service is planned and for which the City has awarded a contract for construction of infrastructure to provide service to that portion of Robinson Ranch, the City may annex such areas for full purposes within 60 days of any termination of this Agreement pursuant to this Section 10.01; and

3. If this Agreement is not terminated by either party within sixty (60) days after such ninety (90) post-final judgment, amendment or revision period, the City may, at its sole option, proceed to annex for full purposes those portions of Robinson Ranch which have not been previously annexed for full purposes.

ARTICLE XI

DEFAULT AND REMEDIES FOR DEFAULT

Section 11.01 Preventative Default Measures. The parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the parties recognize that individual representatives of each of the parties will likely change over the course of this Agreement, particularly those of the City. The City accordingly agrees that oversight of the implementation of this Agreement shall at all times during its term be assigned directly to an Assistant City Manager (or equivalent). In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Robinson's request, such Assistant City Manager shall convene a meeting of the parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 11.02 Default. It shall be a default under this Agreement by a party, if such party shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of ten (10) business days after written Notice of such failure. However, in the event the default is of a nature that cannot be cured within such ten (10)

day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but, in no event more than forty-five (45) days.

Section 11.03 City's Default. In addition, the City shall be in default under this Agreement if the City unreasonably withholds the approval or release of any proposed development, development permit, utility service extension request and/or development application with respect to Development on any portion of Robinson Ranch that complies with the terms of this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon Robinson Ranch that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of temporary moratoria due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium will continue with respect to Robinson Ranch only during the duration of the emergency.

Section 11.04 Remedies between the City and Robinson. Should any default between Robinson and the City remain uncured after Notice to the other as provided in Section 11.02, the non-defaulting party, whether Robinson or the City, may pursue any remedy that is available at law or in equity at the time of the breach, including, but not limited to: damages, including damages for delays in development approval caused by a City default, code enforcement, mandamus, injunctive relief, termination of the remaining term of the Agreement, rescission, reverter, and/or specific performance. The remedies listed in this paragraph are cumulative. For purposes of this Section 11.04 only, "Robinson" refers only to the signatories to this Agreement, both the individuals and the entities, but not the individuals or the entities that constitute or comprise the signatories that are entities.

Section 11.05 Remedies between the City and Third Parties. Should any default between a third party (that is, any individual or entity other than Robinson, as Robinson is defined in Section 11.04), and the City remain uncured after Notice to the other as provided in Section 11.02, the City may pursue the remedies listed in Section 11.04 against the third party, and the third party may pursue all remedies listed in Section 11.04 against the City except that a third party shall not be able to pursue the remedies of termination, rescission, or reverter, such remedies belonging exclusively to Robinson (as Robinson is defined in Section 11.04).

Section 11.06 Mediation. In order to avoid unnecessary litigation, in the event that either party fails to cure an alleged default within the cure period set out in Section 11.02 above, then if requested by either party, prior to seeking any form of relief from a court of law or agency of competent jurisdiction, each party agrees to enter into mediation concerning the alleged default for a period of not more than thirty (30) days prior to the filing of any court action. Nothing in this Agreement shall be construed to limit the parties from mediating a default after any court or agency action may have been filed.

Section 11.07 No Liability For Actions of Others. Except as expressly set forth: (a) the liabilities, obligations and responsibilities of each owner, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner, or successor or assign, of any portion of Robinson Ranch will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

ARTICLE XII

ARBITRATION

Section 12.01 Agreement to Arbitrate. The parties agree that certain disputes that may arise between or among Robinson, its successors and assigns, and the City may be submitted to binding arbitration (an “**Arbitrable Dispute**”). An Arbitrable Dispute may be resolved by binding arbitration solely and exclusively in Austin, Travis County, Texas.

a. Meaning of Arbitrable Dispute. Only certain disputes may be the subject of binding arbitration. The parties agree that the arbitration panel shall not have jurisdiction to determine the arbitrators’ jurisdiction or to determine arbitrability. Accordingly, if the parties do not agree that a dispute is an Arbitrable Dispute, a state district court in Texas shall determine the arbitrators’ jurisdiction and/or arbitrability in a summary proceeding. Disputes concerning the following issues, and no others, are an Arbitrable Dispute under this Agreement:

1. Whether a frustration of purpose has occurred as described in Article X of this Agreement; and
2. The location of a trail easement as described in Section 3.06 of this Agreement.

All other disputes shall be resolved only in state district court in Texas. The parties also expressly agree, without limiting the variety of non-Arbitrable Disputes, that the City shall not be compelled to arbitrate any claim for prohibitive or compulsory injunctive relief by the City against Robinson seeking to enforce Robinson’s compliance with the terms of this Agreement.

Section 12.02 Binding Arbitration. Upon the request of any party, whether made before or after the institution of any legal proceeding, any Arbitrable Dispute between or among the parties must be resolved by binding arbitration in accordance with the terms and provisions of this Article XII. Either party may, by summary proceeding bring an action in court to compel arbitration of any Arbitrable Dispute.

Section 12.03 Arbitration Remedy. The parties agree that the arbitration panel’s remedy powers are limited. The arbitration panel may only issue a declaratory judgment (the “**Arbitration Remedy**”) with regard to an Arbitrable Dispute. The arbitration panel may not award money damages, grant injunctive relief, or issue any other form of legal or equitable relief that is not expressly provided for in this Section 12.03.

Section 12.04 Governing Rules. This Agreement is governed by the Federal Arbitration Act. All Arbitrable Disputes between the parties may be resolved by binding arbitration in accordance with the terms of this Agreement and the commercial arbitration rules of the American Arbitration Association (the “Arbitration Rules”). In the event of any inconsistency between this Agreement and the Arbitration Rules, this Agreement shall control. Judgment upon the Arbitration Remedy rendered by the arbitration panel shall be binding and may be entered in

state district court in Texas. Such judgment on an Arbitrable Dispute shall not be subject to appeal.

Section 12.05 Exceptions to Arbitration; Preservation of Remedies. As described in this Article XII, the arbitration rights of the parties to this Agreement are limited. Additionally, even for an Arbitrable Dispute, no provision of, or any exercise of any arbitration rights shall limit the right of any party, and the parties shall have the right during any Arbitrable Dispute to seek, use and employ ancillary or preliminary remedies, judicial or otherwise, including without limitation, rights and remedies relating to (a) exercising otherwise lawful self-help remedies or (b) obtaining provisions or ancillary remedies such as injunctive relief, sequestration or attachment from a state district court in Texas, during or after the pendency of any arbitration.

Section 12.06 Statute of Limitation. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Agreement.

Section 12.07 Exhaustion of Remedies. The agreement to arbitrate Arbitrable Disputes reflected in this Article XII shall not in any way alter any otherwise existing requirement that a party exhaust its remedies with the City prior to seeking judicial relief.

Section 12.08 Appointment or Arbitrators; Scope of Remedy. All arbitration proceedings shall be submitted to a panel of three arbitrators. Each party shall appoint one arbitrator. The parties agree that the two party-appointed arbitrators may be non-neutral. The two party-appointed arbitrators shall select a mutually agreeable and neutral third arbitrator. The neutral third arbitrator who is selected by the two party-appointed arbitrators shall serve as chair of the arbitration panel. The arbitration panel shall resolve any Arbitrable Dispute in accordance with the applicable substantive law and this Agreement. The arbitration panel may not grant any remedy other than an Arbitration Remedy.

Section 12.09 Other Arbitration Manners. To the maximum extent practicable, an Arbitrable Dispute shall be concluded within one hundred eighty (180) days of the filing of the Arbitrable Dispute for arbitration by Notice. The Texas Rule of Civil Procedure and the Texas Rules of Evidence will apply in any arbitration of an Arbitrable Dispute. The provisions of this agreement to arbitrate Arbitrable Disputes shall survive the termination, amendment or expiration of the Term of this Agreement, unless the parties otherwise expressly agree in writing.

Section 12.10 Arbitration Expenses. Each of the parties to any arbitration of an Arbitrable Dispute shall pay an equal share of the arbitration fees and any costs of the arbitration as those fees and costs come due. Upon the conclusion of any arbitration proceeding of an Arbitrable Dispute, the prevailing party, as determined by the arbitration panel, shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable and necessary attorneys' fees and expenses in connection with such arbitration, and arbitration fees and costs previously advanced by the prevailing party. An award of reasonable and necessary attorneys' fees and expenses, and previously advanced arbitration fees and costs shall not be subject to appeal.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Effective Date. The parties agree that, notwithstanding the dates of signatures to this Agreement, the “**Effective Date**” of this Agreement shall be June 17, 2004.

Section 13.02 Term. This Agreement shall commence and bind the parties on the Effective Date and continue in three fifteen (15) year periods, which second and third (15) fifteen year periods are hereby agreed to and are automatically renewing without any further actions of the parties until a date which is forty-five (45) years from the Effective Date, unless sooner terminated by express written agreement executed by both parties (the “**Term**”).

Section 13.03 Termination. This Agreement may be terminated as to all of Robinson Ranch only by express written agreement executed by the City and Robinson, or all the then current owners of all portions of Robinson Ranch (other than owners of occupied single family, duplex, townhouse, or attached single family residential lots). This Agreement may be terminated as to a portion of Robinson Ranch only by express written agreement executed by the City and the owners of the portion of land affected by the termination. In the event this Agreement is terminated by mutual agreement of the parties or by its terms, the parties shall promptly execute and file of record in the Official Public Records of Travis County, Texas and Williamson County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

Section 13.04 Addition of Land. The City acknowledges that Robinson may, in the future, desire to add additional property to the property that is subject to this Agreement. If Robinson, or its successors or assigns, owns or acquires property from within the areas described on Exhibit “J” that it desires to add to and make subject to this Agreement, Robinson, or its successors or assigns, will give written notice to the City of the addition, which will include a description of the property to be added. The City’s approval of the addition of property within the areas described on Exhibit “J” will not be required. The term “Robinson Ranch” as used throughout this Agreement shall include any property added pursuant to the terms of this Section 13.04. If any property is added to this Agreement by virtue of this Section 13.04, the City shall initiate a zoning case and an annexation case within 60 days of the addition of the property to the Agreement to annex and zone the property consistent with the applicable Major Land Use Category.

Section 13.05 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the lands comprising Robinson Ranch and shall be binding on all future developers and owners of property in Robinson Ranch. A memorandum of this Agreement, in the form attached as Exhibit “K”, shall be recorded in the Official Public Records of Travis County, Texas and Williamson County, Texas (as applicable). Nothing in this Agreement is intended to impose obligations on individual owners of platted

single family, duplex, townhouse or attached single family residential lots, except as set forth in Section 13.06.

Section 13.06 Restrictive Covenants. Upon the transfer of any portion of Robinson Ranch, Robinson, its successors or assigns, shall execute and record a restrictive covenant that expressly restricts the conveyed property to the applicable terms of this Agreement; provided, however, with respect to a fully developed and improved lot within Robinson Ranch acquired by an end-buyer, the restrictive covenant shall only restrict such lot to the land use and development regulations set forth in this Agreement, which shall include, without limitation, a restriction that the end-buyer consents to full purpose annexation by the City.

Section 13.07 Assignment. Robinson may assign this Agreement with respect to all or part of the Robinson Ranch from time to time to any party. Robinson shall provide the City notice of any such assignment. Upon such assignment or partial assignment, Robinson shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Robinson Ranch so assigned.

Section 13.08 Entire Agreement. This Agreement and the agreements between the parties referenced in this Agreement, contain the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties as provided for in this Agreement. This Agreement and the agreements between the parties referenced in this Agreement, supersede all prior agreements between the parties concerning the subject matter of this Agreement.

Section 13.09 Notice. It is contemplated that the parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("**Notice**") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Robinson: Mr. A. H. Robinson, III
P. O. Box 9556
Austin, TX 78766

With copy to: David B. Armbrust / Richard T. Suttle, Jr.
Armbrust & Brown, L.L.P.
100 Congress, Suite 1300
Austin, Texas 78701

City: City of Austin
Attn: Mayor / City Manager
P.O. Box 1088
Austin, Texas 78767

With copy to: City of Austin
Attn: City Attorney
P.O. Box 1088
Austin, Texas 78767

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 13.10 Standards Not Binding On Other Governmental Entity. Notwithstanding Sections 3.10 or 9.03b or any provision in this Agreement to the contrary, the parties acknowledge that some of the standards, variances, waivers or other provisions set forth in this Agreement may require the approval of a governmental entity other than the City to implement. Robinson agrees that the City is not responsible for obtaining such approval.

Section 13.11 Estoppel Certificate. Within five (5) days after receipt of a written request by Robinson or a current owner of a tract in Robinson Ranch, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Agreement in accordance with its terms; (ii) modifications or amendments to this Agreement and the substance of such modifications or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matter that may be reasonably requested.

Section 13.12 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of Robinson Ranch.

Section 13.13 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 13.14 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

Section 13.15 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 13.16 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any party to this Agreement, the prevailing party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees

Section 13.17 Applicable Law and Venue. THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 13.18 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights; privileges and immunities under applicable laws.

Section 13.19 Further Assurances. Both parties agree that at any time after execution of this Agreement, they will, upon request of the other party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 13.20 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

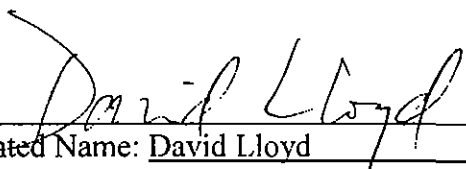
Section 13.21 Counterparts. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

Section 13.22 Exhibits.

Exhibit "A" – Description of Robinson Ranch
Exhibit "B" – Robinson Ranch Use Summary Table
Exhibit "C" – OS Areas
Exhibit "D" – MXD Site Development Standards
Exhibit "E" – TOD Site Development Standards
Exhibit "F" – OS Site Development Standards
Exhibit "G" – City of Austin Development Review and Permitting Fees as of the
Effective Date
Exhibit "H" – Compatibility Standards
Exhibit "I" – Areas to Comply with Additional Setbacks
Exhibit "J" – Description of Property That Can Be Added to Agreement
Exhibit "K" – Memorandum of Development Agreement
Exhibit "L" – Architectural Principles

COUNSEL FOR CITY:

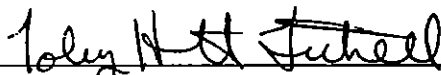
APPROVED AS TO FORM BY:

By: 
Printed Name: David Lloyd
Title: Assistant City Attorney

IN WITNESS WHEREOF, this Agreement has been executed by the following authorized representatives of the parties.

CITY:

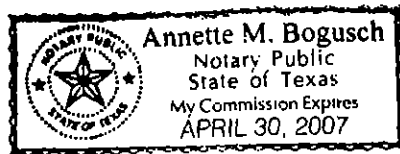
CITY OF AUSTIN,
a home rule city and Texas municipal corporation

By: 
Printed Name: Toby Hammett Futrell
Title: City Manager
Date: September 27, 2004

STATE OF TEXAS §

COUNTY OF TRAVIS §

The instrument was acknowledged before me on the 27th day of September, 2004, by Toby Hammett Futrell, City Manager for the City of Austin, a Texas home rule city and municipal corporation, on behalf of said city.



Annette M. Bogusch
Notary Public, State of Texas

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

AUSTIN WHITE LIME COMPANY, a Texas limited partnership

By: **Robinson Associates**, a Texas general partnership,
General Partner

By: *A. H. Robinson III*
A. H. Robinson, III
General Partner

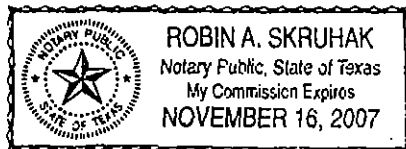
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnerships.

(seal)



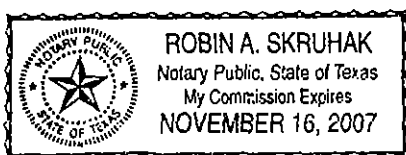
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnerships.

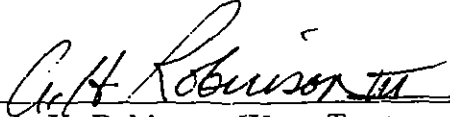
(seal)



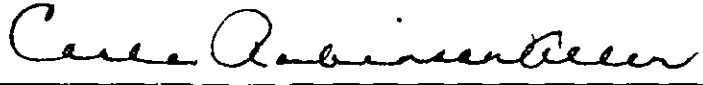
Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON RANCH, a Texas general partnership


By: 
A. H. Robinson, III, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson
Its: General Partner

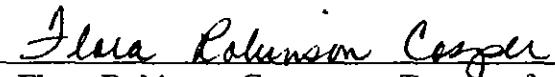
By: _____
Flora Robinson Cospers, as Trustee of the Flora Robinson Cospers Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Cospers Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cospers Exempt Lifetime Trust U/W of Charlotte Dies Robinson
Its: General Partner


By: 
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W Charlotte Dies Robinson
Its: General Partner

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON RANCH, a Texas general partnership

By: 
A. H. Robinson, III, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson
Its: General Partner

By: 
Flora Robinson Cospel, as Trustee of the Flora Robinson Cospel Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Cospel Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cospel Exempt Lifetime Trust U/W of Charlotte Dies Robinson
Its: General Partner

By: 
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W Charlotte Dies Robinson
Its: General Partner

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W of A. H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of Charlotte Dies Robinson As Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: Cecilia M. Rohloff
Printed Name: CECILIA M. ROHLOFF
Title: VICE PRESIDENT

By: **GER 1999 Limited Partnership**, a Texas limited partnership, General Partner

By: **G. E. Robinson, LLC**, a Texas limited liability company, General Partner

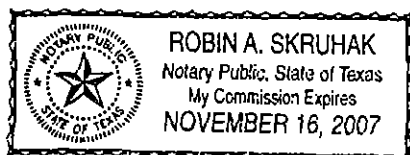
By: J. Oscar Robinson
J. Oscar Robinson, Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson III, Trustee of The A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., Trustee of the A. H. Robinson III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

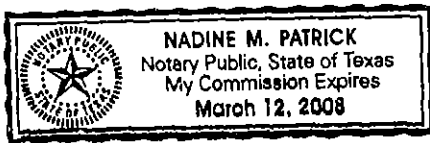
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 20 day of July, 2004, by Flora Robinson Cosper, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of A. H. Robinson, Jr., Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A. H. Robinson, Jr., and Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said trusts and partnership

(seal)



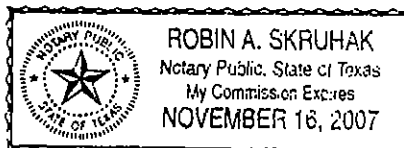
Nadine M. Patrick
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by Flora Robinson Cosper, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of A. H. Robinson, Jr., Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A. H. Robinson, Jr., and Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said trusts and partnership.

(seal)

Notary Public Signature

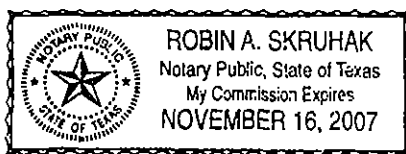
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said trusts and partnership.

(seal)

Robin A. Skruhak
Notary Public Signature



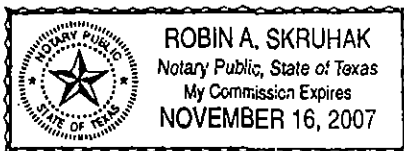
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of July, 2004, by CECILIA M. ROHKOFF, VICE-PRESIDENT of J.P. Morgan Chase Bank, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A.H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of Charlotte Dies Robinson, Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of said bank, trusts and partnership.

(seal)



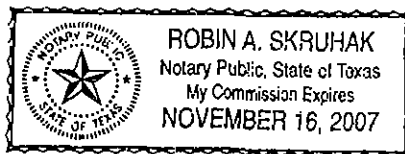
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by J. Oscar Robinson, Manager of G.E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company and partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: **Robinson Associates**, a Texas general partnership, General Partner

By: *A. H. Robinson, III*
A. H. Robinson, III
General Partner

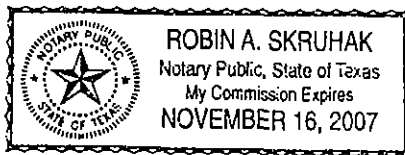
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said partnerships.

(seal)



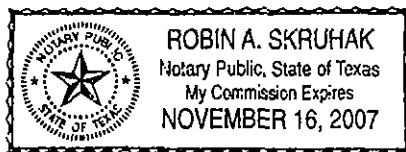
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT



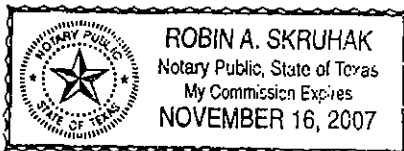
A. H. ROBINSON, III, Co-Trustee of the A. H. Robinson, Jr. 1986 Family Trust, Charlotte Dies Robinson 1986 Family Trust, George E. Robinson 1986 Family Trust, Virginia E. Robinson 1986 Family Trust, Al & Charlotte Robinson 1986 Family Trust No. 2 and the George & Virginia Robinson 1986 Family Trust No. 2.


STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson III, Co-Trustee of The A.H. Robinson, Jr. 1986 Family Trust, Charlotte Dies Robinson 1986 Family Trust, George E. Robinson 1986 Family Trust, Virginia E. Robinson 1986 Family Trust, Al & Charlotte Robinson 1986 Family Trust No. 2 and the George & Virginia Robinson 1986 Family Trust No. 2, on behalf of said trusts.

(seal)




Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

John Oscar Robinson

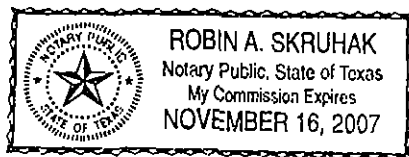
JOHN OSCAR ROBINSON, Co-Trustee of the A. H. Robinson, Jr. 1986 Family Trust, Charlotte Dies Robinson 1986 Family Trust, George E. Robinson 1986 Family Trust, Virginia E. Robinson 1986 Family Trust, Al & Charlotte Robinson 1986 Family Trust No. 2 and the George and Virginia Robinson 1986 Family Trust No. 2

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, Co-Trustee of The A.H. Robinson, Jr. 1986 Family Trust, Charlotte Dies Robinson 1986 Family Trust, George E. Robinson 1986 Family Trust, Virginia E. Robinson 1986 Family Trust, Al & Charlotte Robinson 1986 Family Trust No. 2 and the George & Virginia Robinson 1986 Family Trust No. 2, on behalf of said trusts.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

Patricia Robinson Tyler

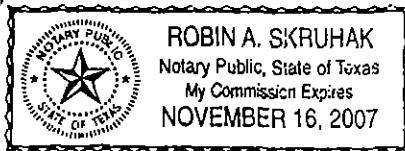
PATRICIA ROBINSON TYLER, Independent Co-Executor of
the Estate of Flora Robinson King, Deceased.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of July, 2004,
by Patricia Robinson Tyler, Independent Co-Executor of the Estate of Flora Robinson King,
Deceased, on behalf of said estate.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

John Oscar Robinson

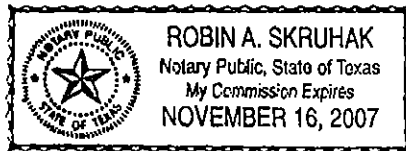
JOHN OSCAR ROBINSON, Independent Co-Executor of the
Estate of Flora Robinson King, Deceased.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004,
by John Oscar Robinson, Independent Co-Executor of the Estate of Flora Robinson King,
Deceased, on behalf of said estate.

(scal)



Robin A. Skruhak

Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

A.H. Robinson III

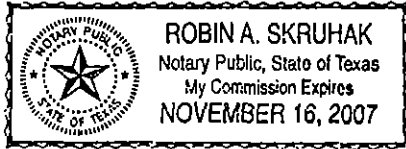
A. H. ROBINSON, III, as Trustee of the A. H. Robinson, III
Exempt Lifetime Trust U/W of A. H. Robinson, Jr.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004,
by A.H. Robinson, III, Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H.
Robinson, Jr., on behalf of said trust.

(seal)



Robin A. Skruhak

Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

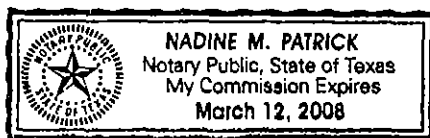
Flora Robinson Cosper
FLORA ROBINSON COSPER, as Trustee of the Flora Robinson
Cosper Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 20 day of July, 2004,
by Flora Robinson Cosper, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of
A.H. Robinson, Jr., on behalf of said trust.

(seal)



Nadine M. Patrick
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

Carla Robinson Allen

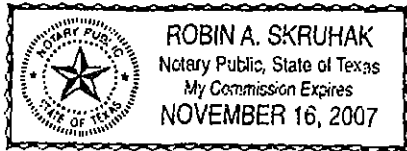
CARLA ROBINSON ALLEN, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., on behalf of said trust.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

J. P. MORGAN CHASE BANK, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A. H. Robinson, Jr.

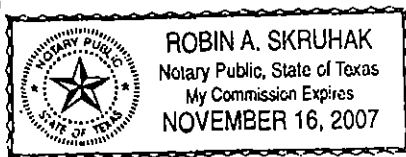
By: Cecilia M. Rohloff
Printed Name: CECILIA M. ROHLOFF
Title: VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of July, 2004, by CECILIA M. ROHLOFF VICE PRESIDENT, of J.P. Morgan Chase Bank, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A. H. Robinson, Jr., on behalf of said bank and trust.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON 1994 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: **Robinson 1989 Land Limited Partnership**, a Texas general partnership. General Partner

By: *A.H. Robinson III*
A. H. Robinson, III
General Partner

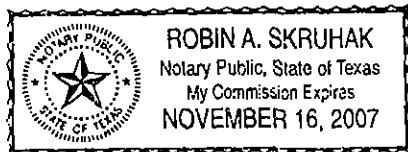
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III. General Partner of Robinson 1989 Land Limited Partnership, a Texas general partnership, General Partner of Robinson 1994 Land Limited Partnership, a Texas limited partnership, on behalf of said partnerships.

(seal)



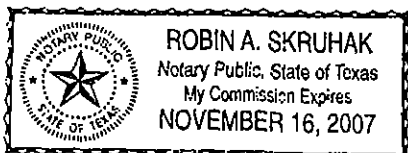
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1989 Land Limited Partnership, a Texas general partnership, General Partner of Robinson 1994 Land Limited Partnership, a Texas limited partnership, on behalf of said partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON 1990 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: *A. H. Robinson III*
A. H. Robinson, III
General Partner

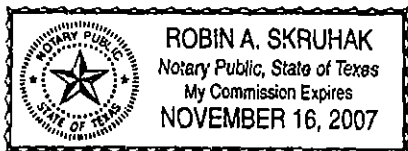
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



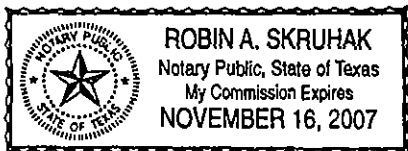
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas
limited partnership

By: *A. H. Robinson III*
A. H. Robinson, III
General Partner

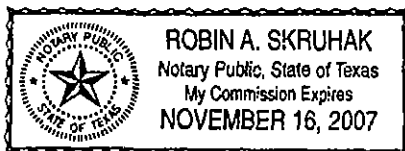
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by
A.H. Robinson, III, General Partner of Robinson 1991 Land Limited Partnership, a Texas limited
partnership, on behalf of said partnership.

(seal)



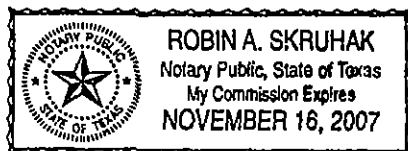
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by
John Oscar Robinson, General Partner of Robinson 1991 Land Limited Partnership, a Texas limited
partnership, on behalf of said partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON 1992 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: *A.H. Robinson III*
A. H. Robinson, III
General Partner

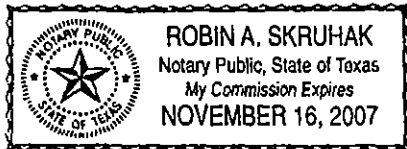
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



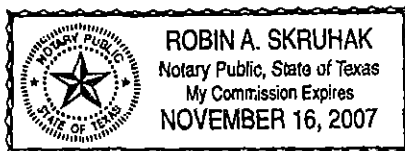
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

ROBINSON 1993 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: *A.H. Robinson III*
A. H. Robinson, III
General Partner

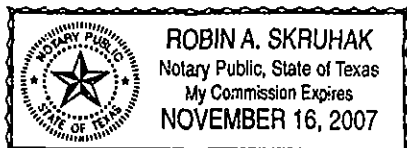
By: *John Oscar Robinson*
John Oscar Robinson
General Partner

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson 1993 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



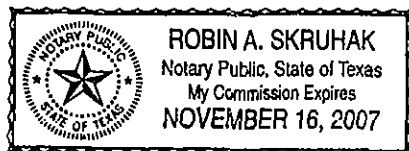
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1993 Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

(seal)



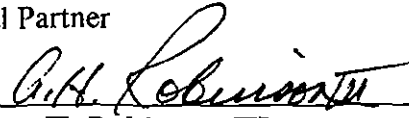
Robin A. Skruhak
Notary Public Signature

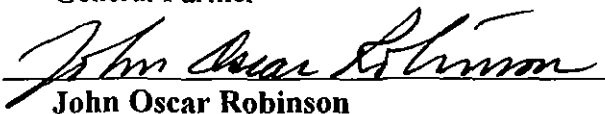
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

304 JOINT VENTURE, a Texas general partnership

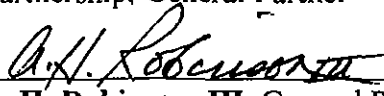
By: **Robinson Land Limited Partnership**, a Texas limited partnership, General Partner

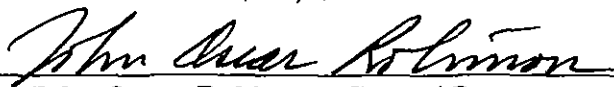
By: **Robinson Associates**, a Texas general partnership, General Partner

By: 
A. H. Robinson, III
General Partner

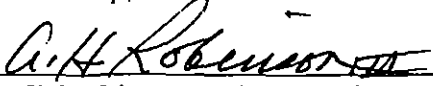
By: 
John Oscar Robinson
General Partner

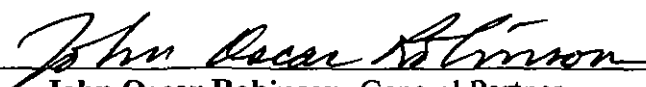
By: **Robinson 1990 Land Limited Partnership**, a Texas limited partnership, General Partner

By: 
A. H. Robinson, III, General Partner


By: 
John Oscar Robinson, General Partner

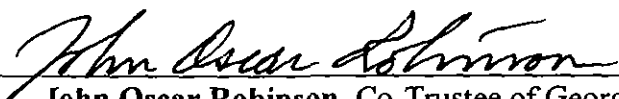
By: **Robinson 1992 Land Limited Partnership**, a Texas limited partnership, General Partner

By: 
A. H. Robinson, III, General Partner


By: 
John Oscar Robinson, General Partner

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

By: 
A. H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner

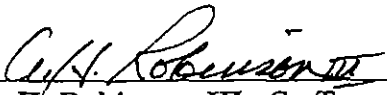
By: 
John Oscar Robinson, Co-Trustee of George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner

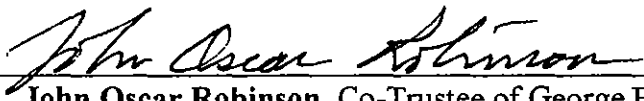
By: **Robinson Ranch**, a Texas general partnership, General Partner

By: 
A. H. Robinson, III, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner


By: _____
Flora Robinson Cosper, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner

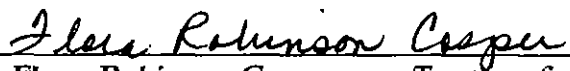
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

By: 
A. H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner

By: 
John Oscar Robinson, Co-Trustee of George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner

By: **Robinson Ranch**, a Texas general partnership, General Partner

By: 
A. H. Robinson, III, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner

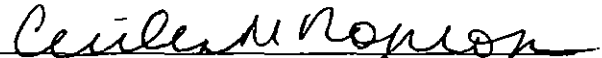
By: 
Flora Robinson Cosper, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

By: 

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W Charlotte Dies Robinson, General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A. H. Robinson, Jr., as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W of A. H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of Charlotte Dies Robinson, as Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: 
Printed Name: CECILIA M. ROHLOFF
Title: VICE-PRESIDENT

By: **GER 1999 Limited Partnership**, a Texas limited partnership, General Partner

By: **G. E. Robinson, LLC**, a Texas limited liability company, General Partner

By: 
J. Oscar Robinson, Manager

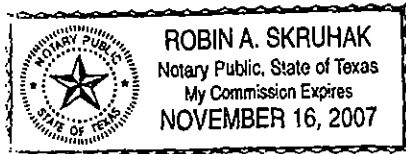
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



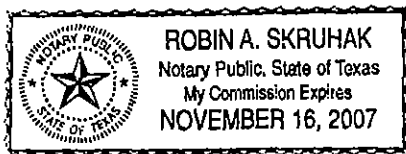
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



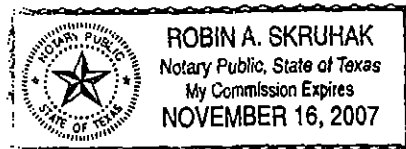
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

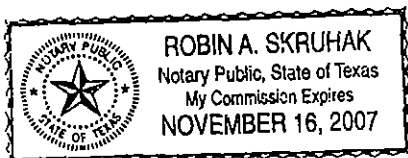
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



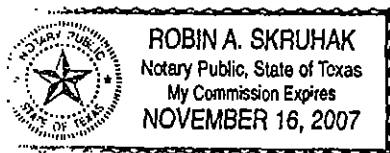
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



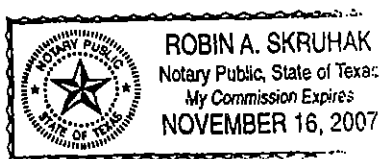
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

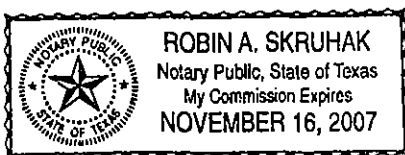
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



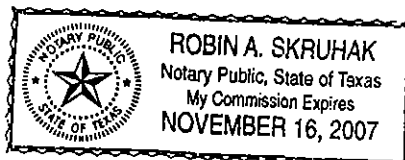
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



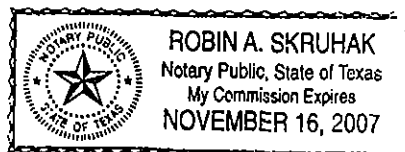
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by A.H. Robinson, III, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

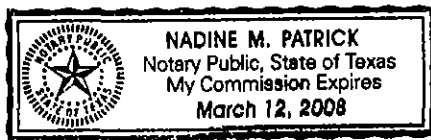
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 20 day of July, 2004, by Flora Robinson Cosper, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



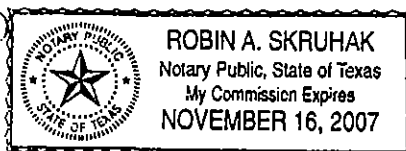
Nadine M. Patrick
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by Flora Robinson Coper, as Trustee of the Flora Robinson Coper Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Flora Robinson Coper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Flora Robinson Coper Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)

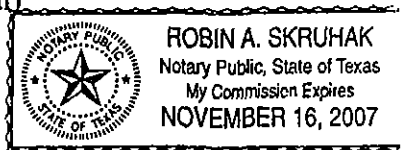
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July, 2004, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr., as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of Charlotte Dies Robinson, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said trusts and partnership.

(seal)



Robin A. Skruhak
Notary Public Signature

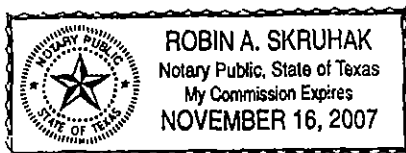
SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of July, 2004, by CECILIA M. ROHLF, VICE - PRESIDENT of J.P. Morgan Chase Bank, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of A.H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W of Charlotte Dies Robinson, Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said bank, trusts, and partnerships.

(seal)



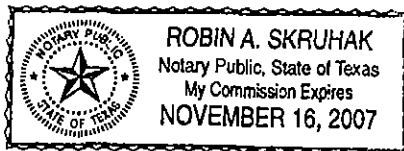
Robin A. Skruhak
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of July, 2004, by J. Oscar Robinson, Manager of G.E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of said limited liability company and partnerships.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

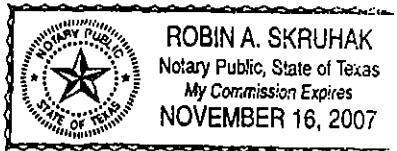
A. H. Robinson III
A. H. ROBINSON, III, Individually

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of July 2004, by
A.H. Robinson, III.

(seal)



Robin A. Skruhak
Notary Public Signature

SIGNATURE PAGES TO ROBINSON RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

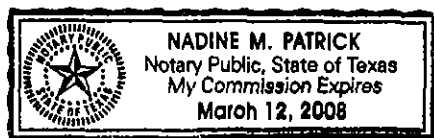
Flora Robinson Cosper
FLORA ROBINSON COSPER, Individually

STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 20 day of July, 2004, by Flora Robinson Cosper.





(seal)



Nadine M. Patrick
Notary Public Signature

EXHIBIT "A"

LEGEND

-  Area in Annexation and Development Agreement/PUD (approx. 6,058.7 Ac)
-  Area in existing City of Austin Jurisdiction
-  Area to be annexed (6,281.6 Ac)
-  Area to be annexed not in Annexation and Development Agreement/PUD

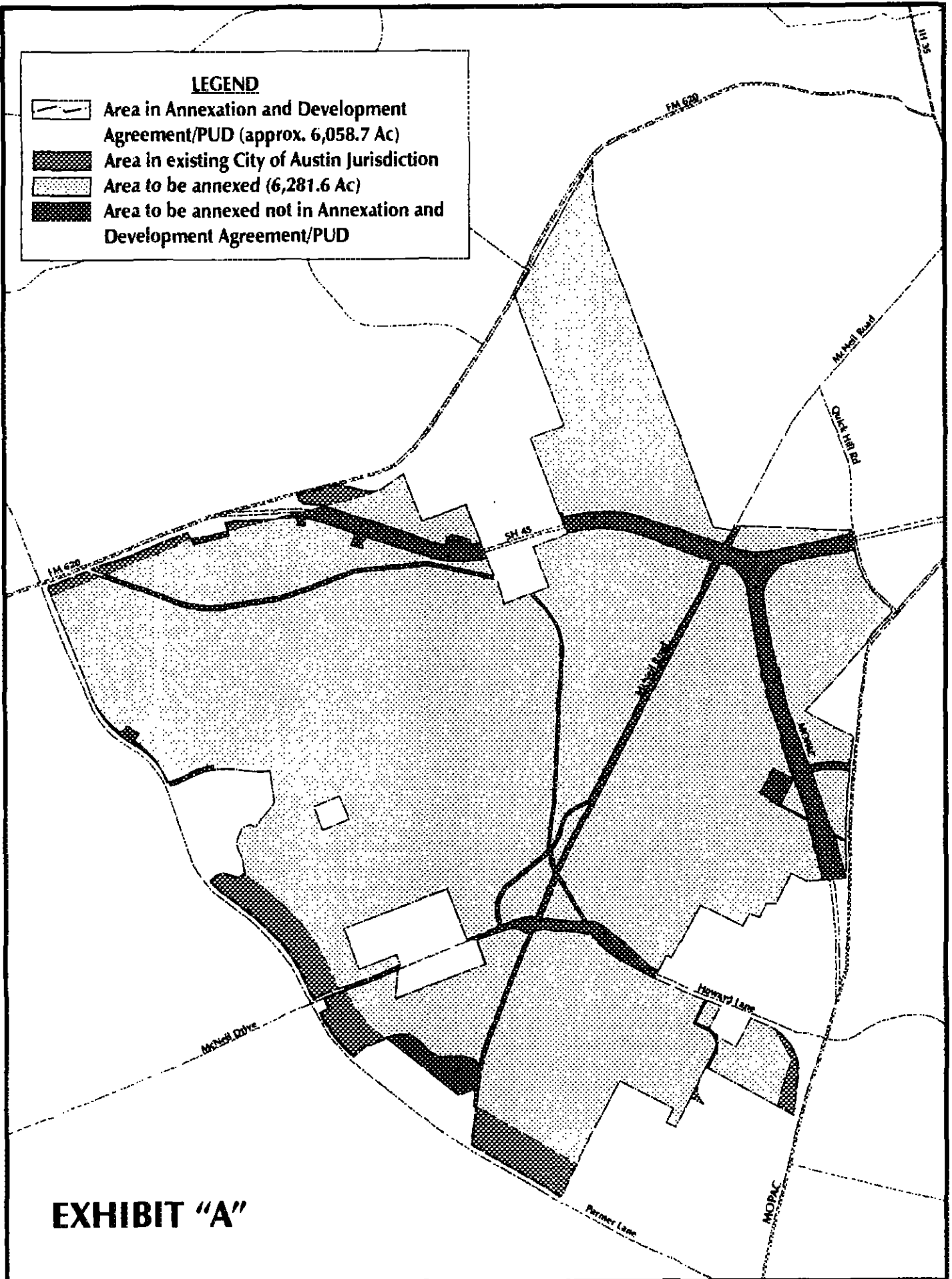


EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ROBINSON RANCH P.U.D.

BEING APPROXIMATELY 6059 ACRES OF LAND MORE OR LESS OUT OF THE THOMAS P. DAVY SURVEY NO. 3, THE JACOB M. HARRELL SURVEY, THE MALCOLM M. HORNSBY SURVEY NO. 2, THE MALCOLM M. HORNSBY SURVEY NO. 4, THE WILLIAM GORHAM SURVEY NO. 1, THE R.P. TRABUE SURVEY, THE MICHAEL PEVETOE SURVEY, THE LOUIS KINCHELOE SURVEY NO. 60 AND THE RICHARD WEST SURVEY ALL LOCATED IN WILLIAMSON COUNTY, TEXAS, THE WILLIAM J. BAKER SURVEY NO. 10, THE JOHN McQUEEN SURVEY, THE PHILLIP J. ALLEN SURVEY, THE WILLIAM W. HORNSBY SURVEY NO. 22, THE WILLIAM W. HORNSBY SURVEY NO. 77, THE M.M. HORNSBY SURVEY NO. 76, THE THEO WARENBERG SURVEY AND THE ARTHUR GARNER SURVEY NO. 33 ALL LOCATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, THE LOUIS KINCHELOE SURVEY NO. 21, THE FRANCISCO GARCIA SURVEY NO. 60, THE PETER CONRAD SURVEY NO. 112, THE MEMUCAN HUNT SURVEY NO. 105 AND THE MEMUCAN HUNT SURVEY NO. 107 ALL LOCATED IN TRAVIS COUNTY TEXAS; SAID APPROXIMATELY 6059 ACRES OF LAND MORE OR LESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point at the intersection of the present northeasterly right-of-way (200.00) line of Parmer Lane (FM 734) with the present southeasterly right-of-way (Varies) line of FM 620, being a point two hundred sixty feet (260.00') south of and at a right angle to Engineer's Centerline Station 212+98.16 as established by Texas Department of Highways and Public Transportation right-of-way map dated June 1946 (Control 683, Section 1, Job 1), for the most westerly northwest corner of the herein described tract;

THENCE, in a northeasterly direction with the present southeasterly right-of-way (Varies) line of FM 620 to a

point two hundred feet (200.00') south of and at a right angle to Engineer's Centerline Station 213+58.13 of said right-of-way map dated June 1946, for the most northerly northwest corner of the herein described tract;

THENCE, continuing in a northeasterly direction with the present southeasterly right-of-way (Varies) line of FM 620 to a point at the intersection of the present southeasterly right-of-way (Varies) line of FM 620 and the southwesterly line of Southern Pacific Railroad, said railroad right-of-way was conveyed to Capital Metropolitan Transportation Authority by the City of Austin in a quitclaim deed recorded in Volume 13187 at Page 3118 of the Real Property Records of Travis County, Texas, said point being two hundred feet (200.00') south of and at a right angle to Engineer's Centerline Station 224+46.52 of said right-of-way map dated June 1946, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly direction, leaving the present southeasterly right-of-way (Varies) line of FM 620 with the present southwesterly line of said Southern Pacific Railroad to a point in the northwest line of that certain tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-044-001), being a line five hundred (500.00) feet south of and parallel with the centerline of FM 620 as established by right-of-way map dated June 1946, for a inside ell corner of the herein described tract;

THENCE, in a northeasterly direction, crossing said Southern Pacific Railroad with said northwest line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-044-001), being a line five hundred (500.00) feet south of and parallel with the centerline of FM 620 as established by said right-of-way map dated June 1946 to a point in the northeasterly line of said Southern Pacific Railroad, for a inside ell corner of the herein described tract;

THENCE, in a northwesterly direction with the northeasterly line of said Southern Pacific Railroad to a

point at the intersection of the present southeasterly right-of-way (Varies) line of FM 620 with the present northeasterly line of said Southern Pacific Railroad, said point being two hundred feet (200.00') south of and at a right angle to Engineer's Centerline Station 225+94.70 of said right-of-way map dated June 1946, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction with the present southeasterly right-of-way (Varies) line of FM 620 to a point at the intersection of the present southeasterly right-of-way (Varies) line of FM 620 and the present southerly right-of-way (Varies) line of State Highway 45, same being the southerly line of that certain called 99.601 acre tract of land conveyed to Williamson County, Texas for State Highway 45 by Document No. 2003069820 of the Official Public Records of Williamson County, Texas, said point lying 200.17 feet right of and perpendicular to State Highway 45 Baseline Station 276+06.02, for a point of curvature of the herein described tract;

THENCE, continuing in a northeasterly direction with the present southerly right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 261.15 feet right of and perpendicular to State Highway 45 Baseline Station 302+21.86, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly direction with the present southerly right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 636.67 feet right of and perpendicular to State Highway 45 Baseline Station 302+46.73, for an inside ell corner of the herein described tract;

THENCE, in a northeasterly direction with the present southerly right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 616.17 feet right of and perpendicular to State Highway 45 Baseline Station

314+73.14, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction with the present southerly right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 245.15 feet right of and perpendicular to State Highway 45 Baseline Station 313+77.81, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction with the present southerly curving right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 232.91 feet right of and perpendicular to State Highway 45 Baseline Station 315+82.66, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction with the present southerly right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 212.94 feet right of and perpendicular to State Highway 45 Baseline Station 315+81.46, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction with the present southerly curving right-of-way (Varies) line of State Highway 45 to an angle point in the southerly right-of-way (Varies) line of State Highway 45, said point lying 210.00 feet right of and perpendicular to State Highway 45 Baseline Station 317+30.77, for an angle point of the herein described tract;

THENCE, continuing in a northeasterly direction with the present southerly curving right-of-way (Varies) line of State Highway 45 to a point at the intersection of the southerly right-of-way (Varies) line of State Highway 45 with the northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by

ordinance 040617-40 (Case No. C71-04-001), said line being five hundred (500.00) feet south of and parallel with the centerline of FM 620 as established by said right-of-way map dated June 1946, for an angle point of the herein described tract;

THENCE, continuing in a northeasterly direction, crossing State Highway 45 with the northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), said line being five hundred (500.00) feet south of and parallel with the centerline of FM 620 as established by said right-of-way map dated June 1946 to a point in the northerly curving right-of-way (Varies) line of State Highway 45, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction with the present northerly curving right-of-way (Varies) line of State Highway 45 to an angle point in the northerly right-of-way (Varies) line of State Highway 45, said point lying 200.00 feet left of and perpendicular to State Highway 45 Baseline Station 335+23.80, for an angle point of the herein described tract;

THENCE, continuing in a northwesterly direction with the present northerly right-of-way (Varies) line of State Highway 45 to an angle point in the northerly right-of-way (Varies) line of State Highway 45, said point lying 274.20 feet left of and perpendicular to State Highway 45 Baseline Station 333+90.16, for an angle point of the herein described tract;

THENCE, continuing in a northwesterly direction with the present northerly right-of-way (Varies) line of State Highway 45 to an angle point in the northerly right-of-way (Varies) line of State Highway 45, said point lying 389.96 feet left of and perpendicular to State Highway 45 Baseline Station 333+79.13, for an angle point of the herein described tract;

THENCE, in a northeasterly direction with the present northerly right-of-way (Varies) line of State Highway 45 to a point at the intersection of the northerly right-of-way (Varies) line of State Highway 45 with the present southerly right-of-way (100.00') line of FM 620 as established by said right-of-way map dated June 1946, said point lying 470.17 feet left of and perpendicular to State Highway 45 Baseline Station 334+19.00, same being a northerly line of that certain called 490.33 acre tract of land described as "Tract 1" conveyed to Robinson Ranch by deed recorded in Volume 1197 at Page 164 of said Official Records, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction with the present southeasterly right-of-way (100.00') line of FM 620 as established by said right-of-way map dated June 1946, being a northerly line of the said Robinson Ranch 490.33 acre tract to a point at the most westerly corner of that certain called 0.68 acre tract of land conveyed to Brushy Creek Veterinarian Clinic (no recording information found), same being the most westerly corner of those certain tracts disannexed by the City of Austin as adopted by ordinance 890921-G (Case No. C7ad-89-132), also being an angle point in the northerly line of the said Robinson Ranch 490.33 acre tract, for an angle point of the herein described tract;

THENCE, in a southeasterly direction with the southerly line of those certain tracts disannexed by the City of Austin as adopted by ordinance 890921-G (Case No. C7ad-89-132), being a northerly line of the said Robinson Ranch 490.33 acre tract to a point at the southeast corner of the said tracts disannexed by the City of Austin as adopted by ordinance 890921-G (Case No. C7ad-89-132), same being the southwest corner of those certain tracts disannexed by the City of Austin as adopted by ordinance 901213-C (Case No. C7ad-90-008), also being the southwest corner of Lot 1, Round Rock 10.5 Subdivision, a subdivision of record found in Cabinet M, Slides 20 through 21 inclusive of the Williamson County, Texas Plat Records, for an angle point of the herein described tract;

THENCE, in a southeasterly and northeasterly direction with the southerly line of the said tracts disannexed by the

City of Austin as adopted by ordinance 901213-C (Case No. C7ad-90-008), being a northerly line of the said Robinson Ranch 490.33 acre tract, and in part along a northwesterly line of the said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to a point in the westerly line of the remaining portion of that certain called 254.5 acre tract of land conveyed to Eugene Oscar Beck, et ux. by deed recorded in Volume 360 at Page 87 of the Deed Records of Williamson County, Texas at the southeast corner of that certain called 0.977 acre tract of land conveyed to Collmann-Brueck Associates by deed recorded in Volume 1001 at Page 210 of said Official Records, being the most northerly northeast corner of the said Robinson Ranch 490.33 acre tract, also being the southeast corner of the said tracts disannexed by the City of Austin as adopted by ordinance 901213-C (Case No. C7ad-90-008), and also being in the common dividing line of the Thomas P. Davy Survey No. 3 and the John McQueen Survey, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being a common dividing line of the Thomas P. Davy Survey No. 3 and the John McQueen Survey, and the common dividing line of the said Beck 254.5 acre tract and said Robinson Ranch 490.33 acre tract to a point at the southwest corner of the said Beck 254.5 acre tract, same being an inside ell corner of the said Robinson Ranch 490.33 acre tract, and the herein described tract;

THENCE, in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Beck 254.5 acre tract and said Robinson Ranch 490.33 acre tract to a point in the westerly line of the remaining portion of that certain called 47.1008 acre tract of land described as "Tract I" conveyed to Frank Jeffreys Prewitt by deed recorded in Volume 2273 at Page 637 of said Official Records at the most southerly southeast corner of the said Beck 254.5 acre tract, same being the most easterly northeast corner of the said Robinson Ranch 490.33 acre

tract, also being in the common dividing line of the said John McQueen Survey and the Malcom M. Hornsby Survey No. 2, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said John McQueen Survey and Malcom M. Hornsby Survey No. 2, same being the common dividing line of the said Robinson Ranch 490.33 acre tract and the said Frank Jeffreys Prewitt 47.1008 acre tract to a point in the north right-of-way (width varies) line of State Highway 45 at the common northerly corner of the said 99.601 acre Williamson County, Texas tract and a 6.633 acre tract of land conveyed to Williamson County, Texas for State Highway 45 in Document No. 2002062056 of said Official Public Records, for a corner of the herein described tract;

THENCE, continuing in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said John McQueen Survey and Malcom M. Hornsby Survey No. 2, same being the common dividing line of the said Williamson County, Texas 99.601 acre and 6.633 acre tracts, crossing said State Highway 45 to a point in the south right-of-way (width varies) line of State Highway 45 at the common southerly corner of the said Williamson County, Texas 99.601 acre and 6.633 acre tracts, same being the northwest corner of that certain called 11.186 acre tract of land conveyed to Williamson County, Texas in said Document No. 2002062056, also being a southeasterly line of the said Robinson Ranch 490.33 acre tract, for a corner of the herein described tract;

THENCE, continuing in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said John McQueen Survey and Malcom M. Hornsby Survey No. 2, same being the common dividing line of the said Williamson County, Texas 11.186 acre tract and the said Robinson Ranch

490.33 acre tract to a point in the north line of said Southern Pacific Railroad at the southwest corner of the said Williamson County, Texas 11.186 acre tract, same being the southeast corner of the said Robinson Ranch 490.33 acre tract, for an angle point of the herein described tract;

THENCE, continuing in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), leaving the common dividing line of the said John McQueen Survey and Malcom M. Hornsby Survey No. 2, and crossing said Southern Pacific Railroad to a point in the south line of Southern Pacific Railroad at the northwest corner of that certain called 6.725 acre tract of land conveyed to Williamson County, Texas in Document No. 2002062346 of said Official Public Records, for an angle point of the herein described tract;

THENCE, continuing in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the westerly line of the said Williamson County, Texas 6.725 acre tract common in part with a northeasterly line of that certain called 312.8 acre tract of land conveyed to Austin White Lime Company by deed recorded in Volume 442 at Page 51 of said Deed Records to a point at the northwest corner of that certain called 10.617 acre tract of land described as "Tract 2" in a deed to Richard C. Baker, A.H. Robinson, III and John Oscar Robinson, Co-Trustees of the Charlotte Robinson 1986 Family Trust in Document No. 2002065105 of said Official Public Records, same being the southwest corner of the said Williamson County, Texas 6.725 acre tract, also being the approximate common corner of the said Malcom M. Hornsby Survey No. 2 and the William Gorham Survey No. 1, for an inside ell corner of the herein described tract;

THENCE, in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Williamson County, Texas 6.725 acre tract and the said Robinson et al. 10.617 acre tract, also being the common

dividing line of the said Malcom M. Hornsby Survey No. 2 and the William Gorham Survey No. 1 to a point in the southwesterly line of Southern Pacific Railroad at the common easterly corner of the said Williamson County, Texas 6.725 acre tract and the said Robinson et al. 10.617 acre tract, for angle point of the herein described tract;

THENCE, continuing in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), crossing said Southern Pacific Railroad with the common dividing line of the said Malcom M. Hornsby Survey No. 2 and the William Gorham Survey No. 1 to a point in the northeasterly line of said Southern Pacific Railroad at the most westerly corner of that certain called 48.984 acre tract of land described as "Tract 1" in a deed to Richard C. Baker, A.H. Robinson, III and John Oscar Robinson, Co-Trustees of the Charlotte Robinson 1986 Family Trust in said Document No. 2002065105, same being the most southerly southwest corner of that certain called 18.123 acre tract of land conveyed to Williamson County, Texas in Document No. 2002062055 of said Official Public Records, for an angle point of the herein described tract;

THENCE, continuing in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Robinson et al. 48.984 acre tract and the said Williamson County, Texas 18.123 acre tract, also being the common dividing line of the said Malcom M. Hornsby Survey No. 2 and the William Gorham Survey No. 1 to a point at the southeast corner of the said Williamson County, Texas 18.123 acre tract, same being an inside ell corner of the said Robinson et al. 48.984 acre tract, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), leaving the common dividing line of the said Malcom M. Hornsby Survey No. 2 and the William Gorham Survey No. 1, being the common dividing line of the

said Robinson et al. 48.984 acre tract and the said Williamson County, Texas 18.123 acre tract to a point at the northwest corner of the said Robinson et al. 48.984 acre tract, same being the southwest corner of that certain called 1.304 acre tract of land described as "Tract 2" conveyed to Williamson County, Texas in Document No. 2002028789 of said Official Public Records, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Robinson et al. 48.984 acre tract and the said Williamson County, Texas 1.304 acre tract to a point in the westerly line of that certain called 612.5 acre tract of land described as "Tract 1" conveyed to Robinson Associates et al. by deed recorded in Volume 2251 at Page 635 of said Official Records, and called 631.95 acres described as "Tract 1" in a correction deed to Robinson Associates et al. in Volume 2512 at Page 467 of said Official Records at the common easterly corner of the said Robinson et al. 48.984 acre tract and the said Williamson County, Texas 1.304 acre tract, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Williamson County, Texas 1.304 acre tract and the said Robinson Associates et al. 631.995 acre tract to a point in the south right-of-way (width varies) line of State Highway 45 at the northeast corner of the said Williamson County, Texas 1.304 acre tract, same being the common southerly corner of those certain called 10.562 acre and 49.78 acre tracts of land conveyed to Williamson County, Texas for State Highway 45 in Document No. 2002028789 and Document No. 2003027707 respectively of said Official Public Records, for a corner of the herein described tract;

THENCE, continuing in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose

by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), crossing State Highway 45 with the common dividing line of the said Williamson County, Texas 10.562 acre and 49.78 acre tracts to a point in the north right-of-way (width varies) line of State Highway 45 at the northerly common corner of the said Williamson County, Texas 10.562 acre and 49.78 acre tracts, same being in the common dividing line of the said Robinson Associates et al. 631.95 acre tract and that certain called 64.601 acre tract of land conveyed to Gene Allen Taylor by deed recorded in Volume 2549 at Page 596 of said Official Records, for a corner of the herein described tract;

THENCE, continuing in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Robinson Associates et al. 631.95 acre tract and the said Taylor 64.601 acre tract to a point in the southerly line of that certain called 193.96 acre tract of land conveyed to HRI Development Corporation by deed recorded in Volume 1660 at Page 105 of said Official Records, same being a southerly line of Williamson County Municipal Utility District No. 2, also being a common dividing line of the said Malcom M. Hornsby Survey No. 2 and the John McQueen Survey at the northerly common corner of the said Robinson Associates et al. 631.95 acre tract and the said Taylor 64.601 acre tract, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Malcom M. Hornsby Survey No. 2 and the John McQueen Survey, same being a common dividing line of the said HRI Development Corporation 193.96 acre tract and the said Robinson Associates et al. 631.95 acre tract, also being a southerly line of the said Williamson County Municipal Utility District No. 2 to a point at the southeast corner of the said HRI Development Corporation 193.96 acre tract, same being the southeast corner of said Williamson County Municipal Utility District No. 2, for an inside ell corner

of the said Robinson Associates et al. 631.95 acre tract and herein described tract;

THENCE, in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the northeasterly line of the said HRI Development Corporation 193.96 acre tract common in part with the westerly line of the said Robinson Associates et al. 631.95 acre tract, and in part with the southwesterly line of that certain called 410.0 acre tract of land described in a deed to A.H. Robinson III, John Oscar Robinson and Richard C. Baker, Co-Trustees of the George and Virginia Robinson 1986 Family Trust by deed recorded in Volume 1996 at Page 52 of said Official Records, same being a northeasterly line of the said Williamson County Municipal Utility District No. 2 to a point in the southeasterly right-of-way (100.00') line of F.M. 620 as established by said right-of-way map dated June 1946 at the northeast corner of the said HRI Development Corporation 193.96 acre tract, same being the northwest corner of the said Robinson et al. 410.0 acre tract, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the northwest line of the said Robinson et al. 410.0 acre tract, same being the southeasterly right-of-way (100.00') line of F.M. 620 as established by said right-of-way map dated June 1946 to a point offset fifty feet (50.00') southeast of and at a right angle to F.M 620 Engineer's Centerline Station 374+11.8 as established by Texas Department of Highways and Public Transportation right-of-way map dated August 1980 (Control 683, Section 1, Job No. 16), for an angle point of the said Robinson et al. 410.0 acre tract and the herein described tract;

THENCE, continuing in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the northwest line of the said

Robinson et al. 410.0 acre tract, same being the southeasterly right-of-way (width varies) line of F.M. 620 as established by said right-of-way map dated August 1980 to a point offset sixty feet (60.00') southeast of and at a right angle to F.M. 620 Engineer's Centerline Station 377+33.01 as established by said right-of-way map dated August 1980, for an angle point of the said Robinson et al. 410.0 acre tract and herein described tract;

THENCE, continuing in a northeasterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the southeasterly right-of-way line (120.00') of F.M. 620 as established by said right-of-way map dated August 1980, being in part along the northwest line of the said Robinson et al. 410.0 acre tract, and in part along the northwest line of that certain called 340.00 acre tract of land described in a deed to Robinson Associates, et al. in Volume 1853 at Page 882 of said Official Records to a point in the present southwesterly extraterritorial jurisdiction (ETJ) line for the City of Round Rock, for the most northerly corner of the herein described tract;

THENCE, in a southerly and southeasterly direction, leaving the southeasterly right-of-way line (120.00') of F.M. 620 as established by said right-of-way map dated August 1980, along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), with the present southwesterly ETJ line for the City of Round Rock to a point in the northwesterly right-of-way (50.00) line of McNeil Road, same being the southeasterly line of the said Robinson Associates, et al. 631.95 acre tract of land described in said Volume 2512 at Page 467, for an inside ell corner of the herein described tract;

THENCE, in a northeasterly direction along the present southwesterly ETJ line for the City of Round Rock, same being the northwesterly right-of-way (50.00) line of McNeil Road, along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), also being the

southeasterly line of the said Robinson Associates, et al. 631.95 acre tract to a point at the southeast corner of that certain tract of land requested by the City of Round Rock to be released from the City of Austin ETJ by resolution dated January 4, 1996 (Case No. ETJ-96-002), for an outside ell corner of the herein described tract;

THENCE, in an easterly direction along the northerly ETJ line of the City of Austin as adopted by said resolution dated January 4, 1996 (Case No. ETJ-96-002), being a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), crossing McNeil Road and the Union Pacific Railroad to a point in the present westerly right-of-way line of Williamson County Road No. 172 as dedicated in Volume 1130 at Page 547 and conveyed to Williamson County in Volume 1130 at Page 551 of said Official Records, same being the easterly line of that certain called 51.251 acre tract of land conveyed to Williamson County, Texas for State Highway 45 in Document No. 2003027710 of said Official Public Records, for an outside ell corner of the herein described tract;

THENCE, in a southerly direction along northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the present westerly right-of-way line of said County Road No. 172, same being in part along the easterly line of the said Williamson County, Texas 51.251 acre tract, same being the remaining portion of that certain called 523.74 acre tract of land described as "Tract 2(A) conveyed to Robinson Ranch, et al. by deed recorded in Volume 2512 at Page 349 of said Official Records to a point at the intersection of the present westerly right-of-way line of County Road No. 172 and the northwesterly right-of-way (120.00') line of F.M. Highway No. 1325 as established by Texas State Highway Department right-of-way map dated December 1950 (Control 1376, Section 1 & 2, Job 1 & 2), for an outside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the northwesterly right-of-way (120.00') line of F.M. Highway No. 1325 as established by said right-of-way map dated

December 1950, being a southeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), same being in part the southeasterly line of the said Robinson Associates, et al. 523.74 acre tract and in part with the easterly line of that certain called 143.488 acre tract of land described as "Tract 3" conveyed to Robinson Land Limited Partnership by deed recorded in Volume 12091 at Page 991 of said Real Property Records to a point at the northeast corner of a fifteen foot (15.00') wide strip of land dedicated for additional right-of-way by Rolling Oaks Subdivision, a subdivision of record found in Cabinet S, Slides 261 through 264 inclusive of the Plat Records of Williamson County, Texas, for an outside ell corner of the said Robinson Land Limited Partnership 143.488 acre tract and herein described tract;

THENCE, in a northwesterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), leaving the northwesterly right-of-way (120.00') line of F.M. Highway No. 1325 as established by said right-of-way map dated December 1950, being a common dividing line of the said Robinson Land Limited Partnership 143.488 acre tract with the northeast line of said fifteen foot (15.00') wide strip of land dedicated for additional right-of-way by Rolling Oaks Subdivision and the northeast line of said Rolling Oaks Subdivision to a point in the common dividing line of the George W. Spear Survey No. 100 and the Richard West Survey at the northwest corner of said Rolling Oaks Subdivision, same being an inside ell corner of the said Robinson Land Limited Partnership 143.488 acre tract and herein described tract;

THENCE, in a southwesterly direction along a southeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the common dividing line of the said Robinson Land Limited Partnership 143.488 acre tract and said Rolling Oaks Subdivision, also being the common dividing line of the George W. Spear Survey No. 100 and the Richard West Survey to a point at the southwest corner of the said Rolling Oaks Subdivision, same being the northwest corner of a 20.52 acre tract of land, being a remainder

tract of that certain called 143.488 acre tract of land described as "Tract 3" conveyed to Robinson Associates, et al. by deed recorded in Volume 2511 at Page 178 of said Official Records, for an inside ell corner of the herein described tract;

THENCE, in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), leaving the common dividing line of the George W. Spear Survey No. 100 and the Richard West Survey with the common dividing line of said Rolling Oaks Subdivision and said the said Robinson Associates et al. 20.52 acre remainder tract to a point in the northwesterly right-of-way (120.00') line of F.M. Highway No. 1325 as established by said right-of-way map dated December 1950 at the northeast corner of the said Robinson Associates et al. 20.52 acre remainder tract, same being the southeast corner of a fifteen foot (15.00') wide strip of land dedicated for additional right-of-way by said Rolling Oaks Subdivision, for an outside ell corner of the herein described tract;

THENCE, in a southerly direction along the westerly right-of-way (120.00') line of F.M. Highway No. 1325 as established by said right-of-way map dated December 1950, being an easterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to a point at the northeast corner of that certain called 21.298 acre tract of land described as "Tract 1" conveyed to Dartagnan Partners L.P. in Document No. 2001043138 of the Official Public Records of Travis County, Texas, same being the most easterly southeast corner of that certain called 20 acre tract of land described as "Tract 4" conveyed to Robinson Land Limited Partnership by deed recorded in said Volume 12091 at Page 991, for an outside ell corner of the herein described tract;

THENCE, in a westerly direction, leaving the westerly right-of-way (120.00') line of F.M. Highway No. 1325 as established by said right-of-way map dated December 1950 along a southerly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance

040617-40 (Case No. C71-04-001), being the common dividing line of the said Dartagnan Partners L.P. 21.298 acre tract and the said Robinson Land Limited Partnership 20 acre tract, crossing Mopac Boulevard (Loop 1) to a point in the southeasterly line of that certain called 75.21 acre tract of land described as "Tract 5" conveyed to Robinson Land Limited Partnership by deed recorded in said Volume 12091 at Page 991, at the northwest corner of the said Dartagnan Partners L.P. 21.298 acre tract, same being the southwest corner of the said Robinson Land Limited Partnership 20 acre tract and the herein described tract;

THENCE, in a southwesterly direction along a northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being the southeasterly line of the said Robinson Land Limited Partnership 75.21 acre tract common in part with the west line of the said Dartagnan Partners LP. 21.298 acre tract and in part with the west line of that certain called 9.584 acre tract of land described as "Tract 2" conveyed to Dartagnan Partners L.P. in said Document No. 2001043138 to a point in the northerly right-of-way (width varies) line of McNeil-Merriltown Road at the southwest corner of the said Dartagnan Partners LP. 9.584 acre tract, same being in the present corporate limit line of the City of Austin as adopted by ordinance 801204-I (Case No. C7a-80-002), for an outside ell corner of the said Robinson Land Limited Partnership 75.21 acre tract and the herein described tract;

THENCE, in a southwesterly and northwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 801204-I (Case No. C7a-80-002), being the northwesterly right-of-way (width varies) line of McNeil-Merriltown Road, same being the southerly line of the said Robinson Land Limited 75.21 acre tract to a point in the southeast line of that certain called 70.66 acre tract of land conveyed to Robinson Ranch by deed recorded in Volume 12561 at Page 1555 of said Real Property Records at the most southerly southwest corner of the said Robinson Land Limited Partnership 75.21 acre tract, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 801204-I (Case No. C7a-80-002), being the northwesterly right-of-way (width varies) line of McNeil-Merriltown Road, same being the southeast line of the said Robinson Ranch 70.66 acre tract to a point at the intersection of the present corporate limit line of the City of Austin as adopted by ordinance 801204-I (Case No. C7a-80-002) with another corporate limit line of the City of Austin as adopted by ordinance 981210-M (Case No. C7a-98-009), same being at the southeast corner of the said Robinson Ranch 70.66 acre tract, also being the northeast corner of that certain called 6300 square foot tract of land conveyed to the City of Austin in Document No. 1999098817 of said Official Public Records for additional right-of-way of McNeil-Merriltown Road, for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 981210-M (Case No. C7a-98-009), leaving the northwesterly right-of-way (width varies) line of McNeil-Merriltown Road, being the southwest line of the said Robinson Ranch 70.66 acre tract common in part with the northerly line of the said City of Austin 6300 square foot tract and in part with the northerly line of Lot 3, Wells Branch Technology Park, a subdivision of record found in Document No. 200000062 of said Official Public Records to a point at the northwest corner of said Lot 3, Wells Branch Technology Park, same being the northeast corner of that certain called 6.845 acre tract of land conveyed to Austin White Lime Company, Ltd. by deed recorded in Volume 11552 at Page 712 of said Real Property Records, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 981210-M (Case No. C7a-98-009), being the southeasterly line of said Austin White Lime Company, Ltd. 6.845 acre tract common in part with the northwesterly lines of said Lot 3 and Lots 4 and 1 of said Wells Branch Technology Park to a point in the northerly line of Lot 1, Kiddie Acres, a subdivision of record found in Volume 87 at Page 104B of the Plat Records of Travis County, Texas at the

southerly common corner of the said Austin White Lime Company, Ltd. 6.845 acre tract and Lot 1, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the common dividing line of the said Austin White Lime Company, Ltd. 6.845 acre tract and said Lot 1, Kiddie Acres to a point in the southeasterly line of that certain called 3.39 acre tract of land conveyed to A.H. Robinson, et al. by deed recorded in Volume 10269 at Page 398 of said Real Property Records, same being a southeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001 at the northwest corner of said Lot 1, Kiddie Acres, same being the southwest corner of the said Austin White Lime Company, Ltd. 6.845 acre tract, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along a southeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001, being in part along the common dividing line of the said A.H. Robinson, et al. 3.39 acre tract and said Lot 1, Kiddie Acres, crossing Howard Lane (width varies) and said Southern Pacific Railroad with a line being the southerly prolongation of the common dividing line of the said A.H. Robinson, et al. 3.39 acre tract and said Lot 1, Kiddie Acres to a point in south line of said Southern Pacific Railroad, same being the north line of that certain tract of land conveyed to Austin White Lime Company by deed recorded in Volume 7042 at Page 1291 of said Travis County Deed Records, for an inside ell corner of the herein described tract;

THENCE, in a southeasterly direction along the southerly line of said Southern Pacific Railroad, being a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001, same being in part along the northerly line of the said Austin White Lime Company tract, crossing McNeil-Merriltown Road to a point at the most northerly corner of Lot 1, Ashton Woods, a subdivision of record found

in Document No. 200200230 of said Official Public Records, for an outside ell corner of the herein described tract;

THENCE, in a southwesterly direction along a southeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001, leaving the southerly line of said Southern Pacific Railroad, being the westerly line of the said Lot 1, Ashton Woods to a point in the present curving north right-of-way (width varies) line of McNeil Drive at the most westerly corner of said Lot 1, Ashton Woods, same being the northwest corner of that certain 0.081 acre tract dedicated for additional right-of-way for McNeil Drive by said plat of Ashton Woods, for an inside ell corner of the herein described tract;

THENCE, in a southeasterly direction along a northeasterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001, being the present curving north right-of-way (width varies) line of McNeil Drive, same being a southwesterly line of said Lot 1, Ashton Woods to a point at the most easterly corner of the said 0.081 acre tract, for an angle point of said Lot 1, Ashton Woods and the herein described tract;

THENCE, in a southeasterly and northeasterly direction along a northeasterly and northwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001, being the southwesterly and southeasterly lines of said Lot 1, Ashton Woods to a point in the southerly line of said Southern Pacific Railroad at the most easterly corner of said Lot 1, Ashton Woods, same being the northwest corner of that certain called 46.5201 acre tract of land described as "Tract 2" conveyed to Robinson Land Limited Partnership by deed recorded in Volume 12091 at Page 991 of said Real Property Records, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly direction along the southwesterly line of said Southern Pacific Railroad to a

point at the northeast corner of that certain called 5.449 acre tract of land conveyed to the Emma B. Moon Revocable Living Trust in Document No. 1999057489 of said Official Public Records, same being the southeast corner of the remaining portion of that certain called 53.32 acre tract of land described as "Tract 1" conveyed to Robinson Land Limited Partnership by deed recorded in Volume 12091 at Page 991 of said Real Property Records, for the most easterly southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the southerly line of the said Robinson Land Limited Partnership 53.32 acre tract, common in part with the present corporate limit line of the City of Austin as adopted by ordinance 841220-B (Case No. C7a-83-008) and by ordinance 840913-D (Case No. C7a-83-019), in part with the northerly line of the said Helen Carolyn Creighton Fricke 5.448 acre tract, in part with the north line of Lot 1, The Garth Subdivision, a subdivision of record found in Volume 80 at Page 241 of said Plat Records, in part with the north line of Lot 1, Dudley Estates, a subdivision of record found in Volume 79 at Page 239 of said Plat Records, in part with the north line of that certain called 9.52 acre tract of land conveyed to Thomas L. Hendrix, et ux. by deed recorded in Volume 9455 at Page 519 of said Real Property Records, in part with the north line of Lot 3, Oak Crest, a subdivision of record found in Volume 66 at Page 57 of said Plat Records, in part with the north line of Lot 3, C.L. Sikes Subdivision, a subdivision of record found in Volume 77 at Page 110 of said Plat Records, and in part along the westerly prolongation of said common line to a point in the westerly right-of-way (width varies) line of McNeil Drive, same being in the east line of remaining portion of that certain called 18.0 acre tract of land conveyed to Alfred H. Robinson by deed recorded in Volume 1306 at Page 155 of said Deed Records, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly and southeasterly direction along the westerly and southerly right-of-way (width varies) line of McNeil Drive to a point at the intersection of the southwesterly right-of-way (width varies) line of McNeil Drive with the northerly right-of-way line of Mark Rae, a fifty foot (50.00') right-of-way dedicated by Atkinson's Acres, a subdivision of record found in Plat Book 62 at Page

65 of said Plat Records, same being the southeast corner of that certain called 1.50 acre tract of land conveyed to Austin White Lime Company by deed recorded in Volume 7042 at Page 1281 of said Deed Records, for an angle point of the herein described tract;

THENCE, in a northwesterly direction along the southerly line of the said Austin White Lime Company 1.50 acre tract, common in part with the northerly line right-of-way (50.00') line of Mark Rae, in part with the northerly line of that certain called 1.088 acre tract of land conveyed to James H. Shackelford, et ux. by deed recorded in Volume 13201 at Page 56 of said Real Property Records to a point in the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019), same being an easterly line of the said Alfred H. Robinson 18.0 acre tract at the common westerly corner of the said Austin White Lime Company 1.50 acre tract and the said James H. Shackelford, et ux. 1.088 acre tract, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019) with the easterly line of the said Alfred H. Robinson 18.0 acre tract common in part with the westerly line of the said James H. Shackelford, et ux. 1.088 acre tract, in part with the westerly line of that certain called 0.50 acre tract of land conveyed to David A. Schofield in Document No. 1999137138 of said Official Public Records, and in part with the westerly line of that certain called 1.50 acre tract of land conveyed to David A. Schofield by deed recorded in Volume 11697 at Page 533 of said Real Property Records to a point in the north line of Lot 10, Plaza Granados, a subdivision of record found in Volume 91 at Page's 11 through 15 inclusive of said Plat Records at the southeast corner of the said Alfred H. Robinson 18.0 acre tract, same being the southwest corner of the said David A. Schofield 1.50 acre tract, for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019), being the common

dividing line of the said Alfred H. Robinson 18.0 acre tract and said Lot 10, Plaza Granados to a point in the east line of Lot 10, Block A, McNeil Estates, a subdivision of record found in Volume 82 at Page's 116 through 117 inclusive of said Plat Records at the southwest corner of the said Alfred H. Robinson 18.0 acre tract, same being the northwest corner of said Lot 10, Plaza Granados, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019), being the west line of the said Alfred H. Robinson 18.0 acre tract common with the southeasterly line of said McNeil Estates to a point at the easterly common corner of Lots 11 and 12, Block A of said McNeil Estates, for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019), being the northeasterly line of said McNeil Estates to a point at the northwest corner of Lot 25, Block A of said McNeil Estates, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 840913-D (Case No. C7a-83-019), being the northwesterly line of said McNeil Estates to a point at the southwest corner of Lot 29, Block A of said McNeil Estates, same being the northwest corner of Lot 1, Block A, Northwood IV, a subdivision of record found in Volume 76 at Page 176 of said Plat Records, for an angle point of the herein described tract;

THENCE, continuing in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 760603-A (Case No. C7a-76-006), being the northwesterly line of said Northwood IV to a point at the southwest corner of Lot 13, Block C of said Northwood IV, for an inside ell corner of the herein described tract;

THENCE, in a southeasterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 760603-A (Case No. C7a-76-006), being the southwesterly line of said Lot 13, Block C of said Northwood IV to a point at the northwest corner of Lot 1, Block I, Preston Oaks Section Three, a subdivision of record found in Volume 97 at Pages 356 through 358 inclusive of said Plat Records, for an outside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the present corporate limit line of the City of Austin as adopted by ordinance 940224-B (Case No. C7a-94-001), being in part along the northwesterly line of said Preston Oaks Section Three and in part along the northwesterly line of Preston Oaks Section Two, a subdivision of record found in Volume 97 at Pages 353 through 355 inclusive of said Plat Records to a point in the present north right-of-way (200.00') line of Parmer Lane (F.M. 734), for the most southerly southeast corner of the herein described tract;

THENCE, in a northwesterly direction along the present north right-of-way (200.00') line of Parmer Lane (F.M. 734) to a point in the east line of Union Pacific Railroad, for an outside ell corner of the herein described tract;

THENCE, in a northerly direction along the east line of said Union Pacific Railroad to a point at the intersection of the east line of said Union Pacific Railroad with a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), crossing the

Union Pacific Railroad to a point at the intersection of the west line of said Union Pacific Railroad with a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), for an outside ell corner of the herein described tract;

THENCE, in a northerly direction along the west line of said Union Pacific Railroad to a point at the intersection of the west line of said Union Pacific Railroad with the approximate centerline of Walnut Creek, for an angle point of the herein described tract;

THENCE, in a northwesterly direction following the approximate centerline of Walnut Creek to a point at the intersection of the centerline of said Walnut Creek with the approximate centerline of a tributary emptying into Walnut Creek from the southwest, for an angle point of the herein described tract;

THENCE, in a southwesterly direction following the approximate centerline of said tributary emptying into Walnut Creek to a point at the intersection of the approximate centerline of said tributary with the present north right-of-way (200.00') line of Parmer Lane (F.M. 734), for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present north right-of-way (200.00') line of Parmer Lane (F.M. 734) to a point at the most southerly corner of Lot 1, Block A, McNeil Crossing Subdivision, a subdivision of record found in Document No. 200000174 of said Official Public Records, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly and northwesterly direction, leaving the present north right-of-way (200.00') line of Parmer Lane (F.M. 734) with the southeasterly and northeasterly lines of said Lot 1, Block A, McNeil Crossing Subdivision to a point in the southeasterly right-of-way (100.00') line of McNeil Drive at the most northerly corner of said Lot 1, Block A, McNeil Crossing Subdivision, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly direction along the southeasterly right-of-way (100.00') line of McNeil Drive to a point at the intersection of the southeasterly right-of-way (100.00') line of McNeil Drive with a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), for an inside ell corner of the herein described tract;

THENCE, in a northwesterly direction along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), being a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), crossing said McNeil Drive to a point in the northwesterly right-of-way (100.00') line of McNeil Drive at the intersection of said northwesterly right-of-way (100.00') line of McNeil Drive with the present limited purpose corporate limit line of the City of Austin as adopted by ordinance 980827-C (Case No. C71-98-002), being a line one-thousand feet (1000.00') north of and parallel to the old north right-of-way (120.00') line of Parmer Lane (F.M. 734), for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the northwesterly right-of-way (100.00') line of McNeil Drive to a point at the intersection of the said northwesterly right-of-way line of McNeil Drive with the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734), for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734) to a point at the southwest corner of Lot 1, Block A, Motorola Parmer Lane Subdivision Amended, a subdivision of record found in Cabinet R at Slide's 264 through 267 inclusive of the Plat Records of Williamson County, Texas, for an outside ell corner of the herein described tract;

THENCE, in a southeasterly and northeasterly direction along the southeasterly and easterly line of said Lot 1, Block A, Motorola Parmer Lane Subdivision Amended, being in part along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to a point at the northeast corner of said Lot 1, Block A, Motorola Parmer Lane Subdivision Amended, for an inside ell corner of the herein described tract;

THENCE, in a westerly direction along the northerly line of said Lot 1, Block A, Motorola Parmer Lane Subdivision Amended, being a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to a point in the southerly right-of-way (120.00') line of Anderson Mill Road at the southeast terminus of Anderson Mill Road, for an outside ell corner of the herein described tract;

THENCE, in a northerly direction along the east line of Anderson Mill Road to a point in the northerly right-of-way (120.00') line of Anderson Mill Road at the northeasterly terminus of Anderson Mill Road, for an inside ell corner of the herein described tract;

THENCE, in a southwesterly direction along the northerly right-of-way (120.00') line of Anderson Mill Road to a point at the intersection of the northerly right-of-way (120.00') line of Anderson Mill Road with the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734), being in a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734), being a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to a point at the most southerly corner of that certain called 2.341 acre

tract of land conveyed to the City of Austin in Document No. 2003021018 of said the said Williamson County, Texas Official Public Records, for an outside ell corner of the herein described tract;

THENCE, in a northeasterly, northwesterly and southwesterly direction with the southeasterly, northeasterly and northwesterly line of the said City of Austin 2.341 acre tract to a point in the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734) at the most northerly corner of the said City of Austin 2.341 acre tract, being in a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001), for an outside ell corner of the herein described tract;

THENCE, in a northwesterly direction along the present northeasterly right-of-way (200.00') line of Parmer Lane (F.M. 734), being in part along a southwesterly line of said tract annexed for limited purpose by the City of Austin as adopted by ordinance 040617-40 (Case No. C71-04-001) to the point of beginning. **Save & Except** the following thirteen (13) tracts of land, leaving approximately 6,059 acres of land more or less within the Robinson Ranch P.U.D.

Tract 1

Being all of Lot 1, Northwest Roman Catholic Parish Addition, a subdivision of record found in Book 87, Page 115B through 115C inclusive of the Plat Records of Travis County, Texas.

Tract 2

Being all of that certain called 66.889 acre tract of land situated in the Arthur Garner Survey No. 33 in Williamson and Travis County Texas conveyed to the Round Rock Independent School District by deed recorded in Volume 1300, Page 629 of the Official Records of Williamson County, Texas.

Tract 3

Being all of that certain called 30.0 acre tract of land situated in the Arthur Garner Survey No. 33 and the William J. Baker Survey No. 10 in Williamson and Travis County Texas conveyed to the Round Rock Independent School District by deeds recorded in Volume 12814, Page 1046 and Volume 12855, Page 1335 of the Real Property Records of Travis County, Texas.

Tract 4

Being all of that certain called 13.17 acre tract of land situated in the Peter Conrad Survey No. 112 in Travis County Texas conveyed to Presbyterian Church of the Hills, Inc. in Document No. 1999034510 of the Official Public Records of Travis County, Texas.

Tract 5

Being all of those certain called 1.0 acre and 2.0 acre tracts of land situated in the Peter Conrad Survey No. 112 in Travis County Texas conveyed to V.R. Sanders by deeds recorded in Volume 2718, Page 16 and Volume 2461, Page 422 respectively of the Deed Records of Travis County, Texas.

Tract 6

Being all of that certain called 7.0481 acre tract of land situated in the Peter Conrad Survey No. 112 in Travis County Texas conveyed to Sovran Acquisition LP by deed recorded in Volume 13215, Page 816 of the Real Property Records of Travis County, Texas.

Tract 7

Being all of that certain called 1.012 acre tract of land situated in the Peter Conrad Survey No. 112 in Travis County Texas conveyed to Russ H. Blancken, et ux. by deed recorded in Volume 13215, Page 779 of the Real Property Records of Travis County, Texas.

Tract 8

Being all of that certain called 6.58 acre tract of land situated in the Peter Conrad Survey No. 112 in Travis County Texas conveyed to Robert R. Cahill and Larry W. Cahill by deed recorded in Volume 13383, Page 81 of the Real Property Records of Travis County, Texas.

Tract 9

Being all of that certain called 11.56 acre tract of land situated in the William W. Hornsby Survey No. 77 in Williamson and Travis County, Texas conveyed to the City of Austin by deed recorded in Volume 9113, Page 862 of the Real Property Records of Travis County, Texas.

Tract 10

Being all of that certain called 12.5 acre tract of land situated in the Louis Kincheloe Survey No. 60 in Williamson County Texas conveyed to Douglas Raley by Document No. 9744902 of the Official Public Records of Williamson County, Texas.

Tract 11

Being all of the dedicated public right-of-ways lying within the boundaries of Robinson Ranch P.U.D. describe above, being portions of State Highway 45, McNeil Road, Mopac (Loop 1), McNeil Drive, Howard Lane, Shoreline Drive and a thirty foot (30.00') wide road for ingress/egress to save & except "Tract 9" described above.

Tract 12

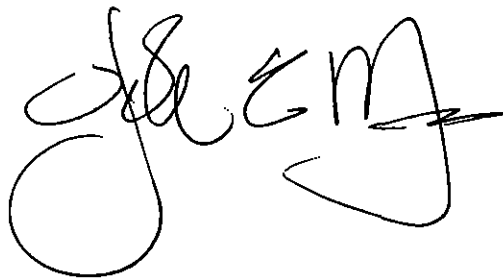
Being all of the land within the right-of-way of Union Pacific Railroad lying within the boundaries of Robinson Ranch P.U.D. describe above.

Tract 13

Being all of the land within the right-of-way of Southern Pacific Railroad (aka Austin Northwestern Railroad) as conveyed to Capital Metropolitan Transportation Authority by the City of Austin in a quitclaim deed recorded in Volume 13187 at Page 3118 of the Real Property Records of Travis County, Texas, lying within the boundaries of Robinson Ranch P.U.D. describe above.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared".

LEGAL DESCRIPTION: John E. Moore
09-07-2004



9-07-2004

APPROVED: John E. Moore, RPLS NO. 4520
Engineering Services Division
Department of Public Works
City of Austin

REFERENCES

TCAD MAP NO's.

1-7508, 1-8308, 2-6701, 2-6711, 2-7501, 2-7511 & 2-8311

WCAD MAP NO's.

3-5907, 3-5917, 3-6707, 3-6717, 3-7507, 3-7517, 4-6608 & 4-7408

Austin Grid's

H38-H40, J37-J40, K36-K42 & L36-L41

EXHIBIT “B”

Exhibit "B" Robinson Ranch Use Summary Table

P = Permitted Use C = Conditional Use Permit -- = Not Permitted

* Limited to a maximum of 10,000 SF Gross Floor Area

RESIDENTIAL USES	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	OS-ROB
Bed & Breakfast (Group 1)	P	P	P	P	P	--	--	C	--
Bed & Breakfast (Group 2)	C	P	P	P	P	--	--	C	--
Condominium Residential	--	P	P	P	P	--	--	C	--
Duplex Residential	--	P	P	--	P	--	--	C	--
Group Residential	--	--	P	P	P	--	--	C	--
Mobile Home Residential	--	C	P	--	P	--	--	P	--
Multifamily Residential	--	--	P	P	P	--	--	C	--
Retirement Housing (Small Site)	C	C	P	--	P	--	--	C	--
Retirement Housing (Large Site)	C	P	P	P	P	--	--	C	--
Single-Family Attached Residential	P	P	P	P	P	--	--	C	--
Single-Family Residential	P	P	P	--	P	--	--	C	--
Small Lot Single-Family Residential	P	P	P	--	P	--	--	C	--
Townhouse Residential	C	P	P	P	P	--	--	C	--
Two-Family Residential	P	P	P	--	P	--	--	C	--
COMMERCIAL USES	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	OS-ROB
Administrative and Business Offices	--	P*	P*	P	P	P	P	--	--
Adult Oriented Business	--	--	C	P	P	P	P	--	--
Agricultural Sales and Services	--	--	C	P	P	P	P	--	--
Art and Craft Studio (Limited)	--	P*	P*	P	P	P	P	--	--
Art and Craft Studio (General)	--	P*	P*	P	P	P	P	--	--
Art and Craft Studio (Industrial)	--	--	C	P	P	P	P	--	--
Automotive Rentals	--	--	P*	P	P	P	P	--	--
Automotive Repair Services	--	--	P*	P	P	P	P	--	--
Automotive Sales	--	--	P*	P	P	P	P	--	--
Automotive Washing (of any type)	--	--	P*	P	P	P	P	--	--
Building Maintenance Services	--	--	P*	P	P	P	P	--	--
Business or Trade School	--	--	P*	P	P	P	P	--	--
Business Support Services	--	--	P*	P	P	P	P	--	--
Campground	--	C	C	P	P	P	P	P	--
Carriage Stable	--	C	P*	P	P	P	P	P	--
Cocktail Lounge	--	C	C	P	P	P	P	P	--
Commercial Blood Plasma Center	--	C	P*	P	P	P	P	--	--
Commercial Off-Street Parking	--	C	P*	P	P	P	P	--	--
Communications Services	--	C	P*	P	P	P	P	--	--

Exhibit "B" Robinson Ranch Use Summary Table

P = Permitted Use C = Conditional Use Permit -- = Not Permitted

*** Limited to a maximum of 10,000 SF Gross Floor Area**

Construction Sales and Services	--	--	C	P	P	P	P	--	--
Consumer Convenience Services	--	C	C	P	P	P	P	--	--
Consumer Repair Services	--	C	P*	P	P	P	P	--	--
Convenience Storage	--	--	C	P	P	P	P	--	--
Drop-Off Recycling Collection Facility	--	--	--	P	P	P	P	P	--
Electronic Prototype Assembly	--	--	--	P	P	P	P	--	--
Equipment Repair Services	--	--	--	P	P	P	P	--	--
Equipment Sales	--	--	--	P	P	P	P	--	--
Exterminating Services	--	--	--	P	P	P	P	--	--
Financial Services	--	P*	P*	P	P	P	P	--	--
Food Sales	--	P*	P*	P	P	P	P	P	--
Funeral Services	--	C	C	P	P	P	P	P	--
General Retail Sales (Convenience)	--	P*	P*	P	P	P	P	--	--
General Retail Sales (General)	--	C	C	P	P	P	P	--	--
Hotel-Motel	--	C	C	P	P	P	P	--	--
Indoor Entertainment	--	P*	P*	P	P	P	P	P	--
Indoor Sports and Recreation	--	P*	P*	P	P	P	P	P	--

COMMERCIAL USES continued

	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	DS-ROB
Kennels	--	--	--	P	P	P	P	--	--
Laundry Services	--	--	--	P	P	P	P	--	--
Liquor Sales	--	C	P*	P	P	P	P	P	--
Marina	--	C	C	P	P	P	P	P	--
Medical Offices -- exceeding 5000 sq. ft. gross floor area	--	C	C	P	P	P	P	--	--
Medical Offices -- not exceeding 5000 sq. ft. gross floor area	--	C	P	P	P	P	P	--	--
Monument Retail Sales	--	--	C	P	P	P	P	--	--
Off-Site Accessory Parking	--	--	C	P	P	P	P	P	--
Outdoor Entertainment	--	--	C	P	P	P	P	P	C
Outdoor Sports and Recreation	--	--	C	P	P	P	P	P	C
Pawn Shop Services	--	--	P*	P	P	P	P	--	--
Personal Improvement Services	--	P*	P*	P	P	P	P	--	--
Personal Services	--	P*	P*	P	P	P	P	--	--
Pet Services	--	--	P*	P	P	P	P	--	--
Plant Nursery	--	P*	P*	P	P	P	P	--	--
Professional Office	--	P*	P*	P	P	P	P	--	--
Recreational Equipment Maint. & Stor.	--	C	C	P	P	P	P	--	--
Recreational Equipment Sales	--	--	C	P	P	P	P	--	--
Research Assembly Services	--	--	--	P	P	P	P	--	--
Research Services	--	--	--	P	P	P	P	--	--

Exhibit "B" Robinson Ranch Use Summary Table

P = Permitted Use C = Conditional Use Permit -- = Not Permitted

* Limited to a maximum of 10,000 SF Gross Floor Area

Research Testing Services	--	--	--	P	P	P	P	--	--
Research Warehousing Services	--	--	--	P	P	P	P	--	--
Restaurant (General)	--	--	P*	P	P	P	P	--	--
Restaurant (Limited)	--	P*	P*	P	P	P	P	--	--
Scrap and Salvage	--	--	--	P	P	P	P	--	--
Service Station	--	C	P	P	P	P	P	--	--
Software Development	--	C	P*	P	P	P	P	--	--
Special Use Historic	C	C	C	P	P	P	P	P	--
Stables	--	--	C	P	P	P	P	P	--
Theater	--	--	P*	P	P	P	P	P	--
Vehicle Storage	--	--	C	P	P	P	P	--	--
Veterinary Services	--	--	C	P	P	P	P	--	--
INDUSTRIAL USES	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	OS-ROB
Basic Industry	--	--	--	C	P	P	P	--	--
Custom Manufacturing	--	--	--	C	P	P	P	--	--
General Warehousing and Distribution	--	--	--	C	P	P	P	--	--
Light Manufacturing	--	--	--	C	P	P	P	--	--
Limited Warehousing and Distribution	--	--	--	C	P	P	P	--	--
Recycling Center	--	--	--	C	P	P	P	P	--
Resource Extraction	--	--	--	C	P	P	P	P	--
AGRICULTURAL USES	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	OS-ROB
Urban Farm	P	P	P	P	P	P	P	P	--
All Other Agricultural Uses	--	--	C	P	P	P	P	P	--
CIVIC USES	SF-ROB	THC-ROB	MF-ROB	CO-ROB1	CO-ROB2	LI-ROB	R&D-ROB	CV-ROB	OS-ROB
Administrative Services	--	P*	P*	P	P	P	P	P	--
Aviation Facilities	--	C	C	P	P	P	P	P	--
Camp	--	C	P	P	P	P	P	P	--
Cemetery	--	C	C	P	P	P	P	P	--
Club or Lodge	C	C	P	P	P	P	P	P	--
College and University Facilities	C	C	C	P	P	P	P	P	--
Communication Service Facilities	P	P	P	P	P	P	P	P	--
Community Events	--	--	--	C	C	C	C	C	--
Community Recreation (Private)	C	C	C	P	P	P	P	P	P
Community Recreation (Public)	C	C	C	P	P	P	P	P	P

Exhibit "B" Robinson Ranch Use Summary Table


P = Permitted Use C = Conditional Use Permit -- = Not Permitted


*** Limited to a maximum of 10,000 SF Gross Floor Area**

Congregate Living	--	C	P	P	P	P	P	--	--
Convalescent Services	--	C	C	P	P	P	P	P	--
Convention Center	--	C	C	P	P	P	P	P	--
Counseling Services	--	C	C	P	P	P	P	P	--
Cultural Services	C	C	C	P	P	P	P	P	--
Day Care Services (Commercial)	C	C	C	P	P	P	P	P	--
Day Care Services (General)	C	C	P	P	P	P	P	P	--
Day Care Services (Limited)	P	P	P	P	P	P	P	P	--
Detention Facilities	--	--	--	C	C	C	C	C	--
Employee Recreation	P	P	C	P	P	P	P	P	--
Family Home	P	P	P	P	P	P	P	P	--
Group Home, Class I (General)	P	P	P	P	P	P	P	P	--
Group Home, Class I (Limited)	P	P	P	P	P	P	P	P	--
Group Home, Class II	P	P	P	P	P	P	P	P	--
Guidance Services	--	C	C	P	P	P	P	P	--
Hospital Services (General)	--	C	C	P	P	P	P	P	--
Hospital Services (Limited)	--	C	C	P	P	P	P	P	--
Local Utility Services	P	P	P	P	P	P	P	P	P
Maintenance and Service Facilities	--	C	C	C	C	P	P	C	--
Major Public Facilities	--	C	C	C	C	C	C	C	--
Major Utility Facilities	--	C	C	C	C	C	C	C	--
Military Installations	--	C	C	C	C	C	C	C	--
Park and Recreation Services (General)	P	P	P	P	P	P	P	P	P
Park and Recreation Services (Special)	--	--	C	P	P	P	P	P	--
Postal Facilities	--	C	P	P	P	P	P	P	--
Private Primary Educational Facilities	P	P	P	P	P	P	P	P	--
Private Secondary Educational Facilities	C	C	C	P	P	P	P	P	--
Public Primary Educational Facilities	P	P	P	P	P	P	P	P	--
Public Secondary Educational Facilities	C	C	C	P	P	P	P	P	--
Railroad Facilities	--	C	C	P	P	P	P	P	--
Religious Assembly	P	P	P	P	P	P	P	P	--
Residential Treatment	--	C	C	C	P	P	P	P	--
Safety Services	C	C	C	P	P	P	P	C	C
Telecommunication tower -- subject to SS 25-2-839 (13-2-235 and 13-2- 273)	P/C	P/C	P	P	P	P	P	P	--
Transitional Housing	--	C	C	C	C	C	C	C	--
Transportation Terminal	--	--	C	P	P	P	P	P	--
All other Civic Uses	--	--	C	C	C	C	C	C	--

EXHIBIT “C”

Acreage by Use Category

 **MXD** 4,419.2 Ac 72.9%
 Mixed Use High Density
 OR
TOD
 Transit Oriented District

 **O.S.** 1,639.5 Ac 27.1%
 Open Space
 FEMA Q3 100-Year Floodplain Zone 188.7 Ac
 Critical Water Quality Zone 749.2 Ac
 Water Quality Transition Zone 749.3 Ac
 32-Ac Minimum Tributary 50-FT Buffer 40.3 Ac

Total PUD Area 6,058.7 Ac 100%

* All land use categories are within City of Austin Jurisdiction

DATA SOURCES

Federal Emergency Management Agency, Q3 Flood Data, 1996
 City of Austin GIS, Hydrography Lines, 1997
 City of Austin GIS, 2-foot Contour Lines, 1997
 City of Round Rock GIS InfoCenter, 2-foot Contour Lines, 1999

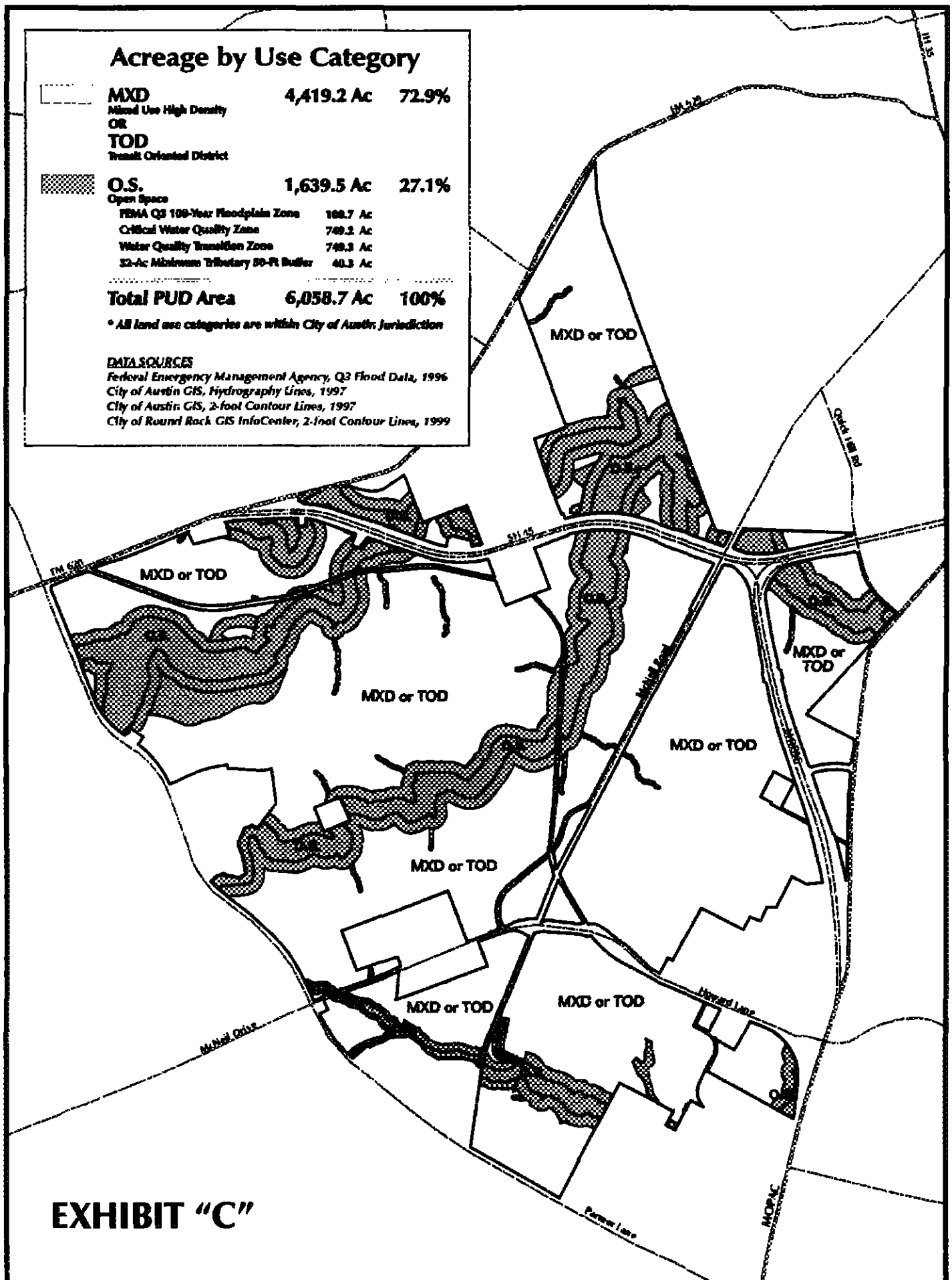


EXHIBIT "C"

EXHIBIT “D”

EXHIBIT "D"

Robinson Ranch PUD MXD Major Land Use Category Site Development Standards

	Specific Land Use Categories Permitted within MXD						
	Mixed Use Commercial 2 (CO-ROB2)	Multi-Family (MF-ROB)	Townhome/ Condominium (THC-ROB)	Single Family (SF-ROB)	Light Industrial (LI-ROB)	Research and Development (R&D-ROB)	Civic (CV-ROB)
Minimum Lot Size:	2,000 sf	2,000 sf	2,000 sf	3,000 sf	3,000 sf	3 Acre	3,000 sf
Minimum Lot Width:	0	20	20	30	30	200	30
Maximum Height:	N/A	100	40	40	120	120	120
Minimum Front Yard Setback:	0	10	10	10	10	20	10
Minimum Street Side Yard	0	5	5	5	10	10	5
Minimum Interior Side Yard	0	5	0	5	10	10	5
Minimum Rear Yard Setback:	0	5	5	5	10	10	5
Maximum Floor to Area Ratio:	6:1	6:1	3:1	N/A	3:1	3:1	N/A
Maximum Impervious Cover:	90%	80%	70%	60%	70%	70%	80%

Additional Standards

1. CO-ROB2 is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the CO-ROB2 designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as CO-ROB2.
2. MF-ROB is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the MF-ROB designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as MF-ROB; provided, however, at least fifty percent (50%) of the gross floor area, as defined in the City Code, of any development within an area designated as MF-ROB must contain residential uses, as described on the Robinson Ranch Use Summary Table.
3. THC-ROB is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the THC-ROB designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as THC-ROB; provided, however, at least fifty percent (50%) of the gross floor area, as defined in the City Code, of any development within an area designated as THC-ROB must contain residential uses, as described on the Robinson Ranch Use Summary Table.
4. Driveway access to any lot within an area designated as MXD that is narrower than forty (40) feet in width shall be in the rear of such lot.
5. A Group H-occupancy is an occupancy as defined by the Building and Fire Code, as adopted by the City of Austin. If determined necessary by the Austin Fire Department, a 200-foot setback shall be established between a residential dwelling and a storage or loading area of a Group H-occupancy that manufactures, uses or generates flammable/combustible liquids and gases, and toxic chemicals.
6. A 200-foot building setback for industrial uses and a 100-foot building setback for all other uses except single family residential, shall be maintained from the existing residential subdivisions situated to the east of the Property. Improvements permitted within the building setbacks shall be limited to fences, parking, driveways, landscaping, drainage, sidewalks, utility improvements and improvements that may be required by the City of Austin or that are specifically authorized by the site development regulations for the Property.

EXHIBIT "E"

Exhibit "E"

Robinson Ranch PUD TOD Major Land Use Category Site Development Standards

	Specific Land Use Categories Permitted within TOD			
	Mixed Use Commercial (CO-ROB1)	Multi-Family (MF-ROB)	Townhome/Condominium (THC-ROB)	Civic (CV-ROB)
Minimum Lot Size:	1,000 sf	2,000 sf	2,000 sf	3,000 sf
Minimum Lot Width:	20	30	20	30
Maximum Height:	n/a	200	40	200
Minimum Front Yard Setback:	0	0	0	0
Minimum Street Side Yard Setback:	0	0	0	0
Minimum Interior Side Yard Setback:	0	0	0	0
Minimum Rear Yard Setback:	0	0	0	0
Maximum Floor to Area Ratio:	12:1	12:1	12:1	12:1
Maximum Impervious Cover:	100%	90%	80%	90%

Additional Standards

1. CO-ROB1 is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the CO-ROB1 designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as CO-ROB1.
2. MF-ROB is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the MF-ROB designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as MF-ROB; provided, however, at least fifty percent (50%) of the gross floor area, as defined in the City Code, of any development within an area designated as MF-ROB must contain residential uses, as described on the Robinson Ranch Use Summary Table.
3. THC-ROB is a mixed use Specific Land Use Category and all permitted and conditional residential, commercial, industrial, agricultural and civic uses identified under the THC-ROB designation on the Robinson Ranch Use Summary Table are permitted and conditional uses in any combination within an area designated as THC-ROB; provided, however, at least fifty percent (50%) of the gross floor area, as defined in the City Code, of any development within an area designated as THC-ROB must contain residential uses, as described on the Robinson Ranch Use Summary Table.
4. Driveway access to any lot within an area designated as TOD that is narrower than forty (40) feet in width shall be in the rear of such lot.

EXHIBIT "F"

Exhibit "F"

Robinson Ranch PUD
OS Major Land Use Category
Site Development Standards

	Specific Land Use Categories Permitted within TOD
	Open Space (OS-ROB)
Minimum Lot Size:	0
Minimum Lot Width:	0
Maximum Height:	0
Minimum Front Yard Setback:	0
Minimum Street Side Yard Setback:	0
Minimum Interior Side Yard Setback:	0
Minimum Rear Yard Setback:	0
Maximum Floor to Area Ratio:	N/A
Maximum Impervious Cover:	0%

EXHIBIT "G"

2003-2004 Fee Schedule

	Approved 2002-03	Approved 2003-04
Watershed Protection & Development Review Department — General Fund		
Subdivision (I) Development in Smart Growth Zones may be eligible for reduced fees.		
<u>Preliminary (I)</u>		
<= 1,000 acres	\$460.00 plus	\$460.00 plus
> 1,000 acres	\$46.00 per acre	\$46.00 per acre
	\$46,660.00 plus	\$46,660.00 plus
	\$19.00 per acre over	\$19.00 per acre over
	1,000 acres	1,000 acres
<= 1,000 acres, within or extending into a Watersupply Watershed	\$460.00 plus	\$460.00 plus
> 1,000 acres, within or extending into a Watersupply Watershed	\$56.00 per acre	\$56.00 per acre
	\$56,560.00 plus	\$56,560.00 plus
	\$26.00 per acre over	\$26.00 per acre over
	1,000 acres	1,000 acres
<u>Final (I)</u>		
<= 500 acres	\$570.00 plus	\$570.00 plus
> 500 acres	\$9.00 per acre	\$9.00 per acre
	\$4,970.00 plus	\$4,970.00 plus
	\$4.00 per acre over	\$4.00 per acre over
	500 acres	500 acres
<= 500 acres, within or extending into a Watersupply Watershed	\$790.00 plus	\$790.00 plus
> 500 acres, within or extending into a Watersupply Watershed	\$9.00 per acre	\$9.00 per acre
	\$5,190.00 plus	\$5,190.00 plus
	\$6.00 per acre over	\$6.00 per acre over
	500 acres	500 acres
<u>Final without Preliminary (I)</u>		
Not in a Watersupply Watershed		
Within or extending into a Watersupply Watershed	\$570.00 plus	\$570.00 plus
	\$10.00 per acre	\$10.00 per acre
	\$770.00 plus	\$770.00 plus
	\$10.00 per acre	\$10.00 per acre
<u>Miscellaneous Subdivision Fees</u>		
Administrative revision to an approved preliminary plan	\$275.00	\$275.00
Concurrent construction plan (I)	\$770.00	\$770.00
Plus additional per lot over 32 lots	\$24.00	\$24.00
Legal tract determination	\$165.00	\$165.00
Exception Fee	\$110.00	\$110.00
Exemption Fee (as per TLGC 212.004(a))	\$75.00	\$75.00
Municipal Utility District (MUD) consent agreement (preliminary and finals without preliminary plans)	\$275.00	\$275.00
Notification/re-notification	\$165.00	\$165.00
Plat/Plan		
Amendment	\$275.00	\$275.00
Extension of Preliminary Plan	\$220.00	\$220.00
Name Change (Subdivision Name)	\$55.00	\$55.00
Vacation (no plan submitted)	\$275.00	\$275.00
Vacation (plans submitted)	\$55.00	\$55.00
Withdrawal and re-submittal of same plan/plat	\$110.00	1/2 of original fee

2003-2004 Fee Schedule

Watershed Protection & Development Review Department -- General Fund

	Approved 2002-03	Approved 2003-04	Change
Subdivision (continued)			
Miscellaneous Subdivision Fees (continued)			
Re-subdivision requiring notice of public hearing	\$795.00	\$795.00	
Site/ Name Change	\$415.00	\$415.00	
Variance (applicant requested)	\$330.00	\$330.00	
watershed-related	\$330.00	\$330.00	
other	\$110.00		\$220.00

2003-2004 Fee Schedule

Approved
2002-03

Approved
2003-04

Change

Watershed Protection & Development Review Department -- General Fund

Site Plan (If Development in Small Growth zones may be eligible for reduced fees.

Site Plan (Land Use Element Only) (1)

< .25 acres	\$1,045.00	\$1,045.00	
< .50 acres	\$1,100.00	\$1,100.00	
< 1 acre	\$1,155.00	\$1,155.00	
< 2 acres	\$1,210.00	\$1,210.00	
< 4 acres	\$1,265.00	\$1,265.00	
< 7 acres	\$1,320.00	\$1,320.00	
< 10 acres	\$1,375.00	\$1,375.00	
<=15 acres	\$1,430.00	\$1,430.00	
> 15 acres	\$0.00 plus \$0.00 per acre* over 15** acres	\$0.00 plus \$0.00 per acre* over 15** acres	

Consolidated Site Plan (Land Use and Construction Elements) (1)

< .25 acres	\$1,430.00	\$1,430.00	
< .50 acres	\$1,485.00	\$1,485.00	
< 1 acre	\$1,540.00	\$1,540.00	
< 2 acres	\$1,595.00	\$1,595.00	
< 4 acres	\$1,650.00	\$1,650.00	
< 7 acres	\$1,705.00	\$1,705.00	
< 10 acres	\$1,760.00	\$1,760.00	
<=15 acres	\$1,815.00	\$1,815.00	
> 15 acres	\$1,815.00 plus \$10.00 per acre* over 15** acres	\$1,815.00 plus \$10.00 per acre* over 15** acres	

* Not to exceed 100 acres.

** For all per acre fees, fractions of acres are rounded up to the nearest acre if .5 or over and rounded down if less than .5 acres.

Miscellaneous Site Plan Fees

Small Projects (see Chapter 13-1-604 Land Development Code) (1)	\$770.00	\$770.00	
Consolidated requiring land use plans	\$660.00	\$660.00	
Non-consolidated requiring land use plans	\$660.00	\$660.00	
1/4 mile county roadway ordinance waiver or bonus			
First	\$275.00	\$275.00	
Subsequent	\$110.00	\$110.00	
Notification/re-notification	\$165.00	\$165.00	
Shared or Off-site parking analysis existing parking lots	\$330.00	\$330.00	
Resubdivided covenant amendment	\$275.00	\$275.00	
Signs	\$55.00	\$55.00	
Site Plan	\$0.00	\$50.00	New
Change of use	\$165.00	\$165.00	
Correction Fee	\$75.00	\$75.00	
Commercial Exemption	\$165.00	\$165.00	
Extension	\$165.00	\$165.00	

2003-2004 Fee Schedule

Approved
2002-03

Approved
2003-04

Change

Watershed Protection & Development Review Department -- General Fund

Miscellaneous Site Plan Fees (continued)

Revision (construction element)

Revision (land use element)

Revision (consolidated)

Variance

With no site work

Withdrawal and re-submittal of same site plan

Traffic Impact Analysis (TIA)

2,000-5,000 trips per day

5,001-10,000 trips per day

10,001-15,000 trips per day

15,000+ trips per day

Traffic Impact Analysis revisions

1/2 site plan fee for affected area ranges from 1/2 of (\$805 to \$1,100 plus \$10 per acre over 15 acres)	1/2 site plan fee for affected area ranges from 1/2 of (\$875 to \$1,100 plus \$10 per acre over 15 acres)	
1/2 site plan fee for affected area ranges from 1/2 of (\$1,045 to \$1,430 plus \$9 per acre over 15 acres)	1/2 site plan fee for affected area ranges from 1/2 of (\$1,045 to \$1,430 plus \$9 per acre over 15 acres)	
1/2 site plan fee for affected area ranges from 1/2 of (\$1,430 to \$1,815 plus \$10 per acre over 15 acres)	1/2 site plan fee for affected area ranges from 1/2 of (\$1,430 to \$1,815 plus \$10 per acre over 15 acres)	
\$110.00	\$330.00	\$220.00
\$130.00	\$330.00	
\$330.00	1/2 of original fee	
\$1,540.00	\$1,540.00	
\$2,420.00	\$2,420.00	
\$3,300.00	\$3,300.00	
\$3,740.00	\$3,740.00	
1/2 of current fee	1/2 of current fee	

Site Plans (Construction Element) (1)

Building, Parking & Other Site Work; Drainage

< .25 acres	\$605.00	\$505.00
< .50 acres	\$660.00	\$660.00
< 1 acre	\$715.00	\$715.00
< 2 acres	\$770.00	\$770.00
< 4 acres	\$825.00	\$825.00
< 7 acres	\$880.00	\$880.00
< 10 acres	\$990.00	\$990.00
<= 15 acres	\$1,100.00	\$1,100.00
> 15 acres	\$1,100.00 plus \$10.00 face" over 15" acres	\$1,100.00 plus \$10.00 face" over 15" acres

*Not to exceed 100 acres

Miscellaneous Site Plan Fees

**For all per acre fees, fractions of acres are rounded up to the nearest
acre if .5 or over and rounded down if less than .5 acres.

Boat Dock (7)

Utility and Storm Sewers (1)

\$800.00	\$800.00
\$495.00 plus	\$495.00 plus
\$0.55 linear ft. > 500 ft. not to exceed \$3,300	\$0.55 linear ft. > 500 ft. not to exceed \$3,300

2003-2004 Fee Schedule

Watershed Protection & Development Review Department — General Fund

	Approved 2002-03	Approved 2003-04	Change
<u>Miscellaneous Site Plan Fees (continued)</u>			
<u>Street and Drainage (1)</u>			
Full development	\$965.00	\$965.00	
For each lot over 32 lots	\$24.00	\$24.00	
Rough cut or preliminary clearing in conjunction with a full development application	\$110.00	\$110.00	
Preliminary clearing with a full development application	\$110.00	\$110.00	
Rough cut without a full development application (also Preliminary Subdivision clearing without full development application)	\$440.00	\$440.00	
Preliminary clearing for surveying and testing	\$440.00	\$440.00	
<u>Miscellaneous Site Plan (Construction Element) Fees</u>			
Small Projects (see Chapter 13.1-601 Land Development Code) (1)	\$110.00	\$110.00	
Administratively approved revisions	\$55.00	\$55.00	
Notification re-notification	\$165.00	\$165.00	
Variance	\$110.00	\$110.00	
Withdrawal and re-submittal of same site plan	\$330.00	1/2 of original fee	Varies

2003-2004 Fee Schedule

Approved
2002-03

Approved
2003-04

Change

Subdivision (1) Development in Smart Growth zones may be eligible for reduced fees.

Preliminary (1)

Non-water supply

Less than 1,000 acres

Greater than 1,000 acres

Water supply

Less than 500 acres

Greater than 500 acres

Final with Preliminary (1)

Non-water supply

Less than 500 acres

Greater than 500 acres

Water supply

Less than 500 acres

Greater than 500 acres

\$90.00 plus
\$9.00 /acre
\$8,090.00 plus
\$3.00 /acre

\$90.00 plus
\$9.00 /acre
\$9,090.00 plus
\$3.00 /acre

\$90.00 plus
\$17.00 /acre
\$16,590.00 plus
\$9.00 /acre

\$90.00 plus
\$17.00 /acre
\$16,590.00 plus
\$9.00 /acre

\$145.00
\$145.00

\$145.00
\$145.00

\$35.00
\$35.00

\$35.00
\$35.00

2003-2004 Fee Schedule

Watershed Protection & Development Review Department — Drainage Utility Fund

Watershed Protection & Development Review Department -- Drainage Utility Fund			Approved 2002-03	Approved 2003-04	Change
<u>Subdivision (continued)</u>					
<u>Final without Preliminary (1)</u>					
Non-water supply	\$35.00		\$35.00		
Water supply	\$60.00		\$60.00		
<u>Miscellaneous Subdivision Fees</u>					
Watershed Variance Fee	\$165.00		\$330.00		\$165.00
<u>Site Plan (1) Development in Smart Growth zones may be eligible for reduced fees.</u>					
<u>Land Use Only Site Plan (1)</u>	\$330.00		\$730.00		
<u>Consolidated Site Plan (1)</u>	\$660.00		\$660.00		
<u>Miscellaneous Site Plan Fees</u>					
Infrastructure Maintenance Permit	\$3,300.00		\$1,300.00		
New fee for review & processing General Permits					
Land use site plan revisions	\$55.00		\$55.00		
Consolidated site plan revisions	\$100.00		\$100.00		
Construction plan review revisions	\$55.00		\$55.00		
Small Projects (1)					
Consolidated plan	\$275.00		\$275.00		
Land use only plan	\$220.00		\$220.00		
Inspection for small projects	\$65.00		\$65.00		
Building permit revisions	\$55.00		\$55.00		
Inspection for additional phasing	\$360.00		\$360.00		
Inspection					
up to 0.25 acres	\$25.00		\$85.00		
up to 0.5 acres	\$165.00		\$165.00		
up to 1 acre	\$330.00		\$330.00		
up to 2 acres	\$415.00		\$415.00		
up to 4 acres	\$440.00		\$440.00		
up to 7 acres	\$470.00		\$470.00		
up to 10 acres	\$495.00		\$495.00		
<u>Miscellaneous Site Plan Fees (continued)</u>					
up to 15 acres	\$525.00		\$525.00		
over 15 acres	\$525.00 plus \$6.00 /acre over 15 acres		\$525.00 plus \$6.00 /acre over 15 acres		\$220.00
<u>Variance</u>					
Landscape inspections					
up to 1.00 acre	\$315.00		\$315.00		
from 1.01 acre to 5.00 acres	\$500.00		\$500.00		
over 5.00 acres	\$500.00 plus \$40.00 /acre over 5 acres		\$500.00 plus \$40.00 /acre over 5 acres		
Re-inspection Fee	\$50.00		\$50.00		

2003-2004 Fee Schedule

Watershed Protection & Development Review Department — Drainage Utility Fund

	Approved 2002-03	Approved 2003-04	Change
Site Plan (continued)			
<u>Site Plans Not Requiring Land Use Permitting, i.e. Development Permits</u>			
Review of building, parking, and other site work plans	\$440.00	\$440.00	
Review drainage and channel improvement plans	\$305.00	\$305.00	
Street and Drainage (?)	\$305.00	\$305.00	
Preliminary clearing w/o a full development	\$305.00	\$305.00	
Rough cut w/o a full development	\$305.00	\$305.00	
<u>Miscellaneous Development Permit Fees</u>			
Small projects			
Construction plan review	\$55.00	\$55.00	
Inspection	\$25.00	\$35.00	
Inspection- building, parking, and other site work			
up to 0.25 acres	\$85.00	\$85.00	
up to 0.5 acres	\$165.00	\$165.00	
up to 1 acre	\$330.00	\$330.00	
up to 2 acres	\$415.00	\$415.00	
up to 4 acres	\$440.00	\$440.00	
up to 7 acres	\$470.00	\$470.00	
up to 10 acres	\$495.00	\$495.00	
up to 15 acres	\$525.00	\$525.00	
over 15 acres	\$525.00 plus \$6.00 /acre over 15 acres	\$525.00 plus \$6.00 /acre over 15 acres	
Inspection for additional phasing (building, parking, and other site work)	\$360.00	\$360.00	
Inspection (drainage)	\$360.00	\$360.00	
Inspection	\$85.00	\$85.00	
(boat docks, and utility plans)			
Re-inspection fee	\$50.00	\$50.00	
Variance	\$110.00	\$330.00	
			\$220.00

EXHIBIT “H”

EXHIBIT "H" - COMPATIBILITY STANDARDS

6-16-04.1

ARTICLE 10: COMPATIBILITY STANDARDS

DIVISION 1: GENERAL PROVISIONS

§ 25-2-1051 APPLICABILITY.

(A) Except as provided in Section 25-2-1052 (Exceptions), this article applies to a use in a THC-ROB, MF-ROB, CO-ROB1, CO-ROB2, LI-ROB, R&D-ROB and CV-ROB district and to a civic use described in Subsection (B) that is located on property:

(1) across the street from or adjoining property:

(a) in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district;

(b) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located, other than a dwelling permitted by Section 25-2-894 (Accessory Uses For A Principal Commercial Use); or

(c) in a traditional neighborhood (TN) zoning district; or

(2) located 540 feet or less from property in:

(a) a SF-ROB or an SF-5 or more restrictive zoning district;

(b) a TN district; or

(c) a development reserve (DR) zoning district.

(B) In Subsection (A), a civic use is a:

(1) college and university facilities use;

(2) community recreation (private) use;

(3) community recreation (public) use;

(4) day care services (commercial) use;

(5) park and recreation services (special) use;

(6) private primary educational facilities use;

- (7) a private secondary educational facilities use;
- (8) a public primary educational facilities use;
- (9) a public secondary educational facilities use; or
- (10) a religious assembly use.

(C) Under this article, residential property in a planned unit development (PUD) zoning district is treated as property in an SF-5 zoning district if the PUD land use plan establishes the density for the residential area at 12.44 units per acre or less.

Source: Sections 13-2-731(a) and (d) and 13-2-25(2).

§ 25-2-1052 EXCEPTIONS.

(A) This article does not apply to:

- (1) construction for a residential use permitted in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district;
- (2) property in a historic district;
- (3) a structural alteration that does not increase the square footage, area, or height of a building; or
- (4) a change of use that does not increase the amount of required off-street parking.

(B) This article does not apply if property that triggers the compatibility standards is located in a SF-ROB or an SF-5 or more restrictive zoning district and is:

- (1) in the 100-year floodplain, in a rural residence (RR) zoning district, and not developed with a single-family dwelling;
- (2) a buffer zone established before March 1, 1984;
- (3) a right-of-way, utility easement, or railroad line that is not located on property protected by this article; or
- (4) developed with a use not permitted in a SF-ROB or an SF-5 or more restrictive zoning district, if the use fronts on:
 - (a) an arterial street defined by the Transportation Plan; or
 - (b) an industrial street with a right-of-way of at least 80 feet.

(C) For a property that contains a structure in which a use permitted in THC-ROB, MF-ROB, MF-ROB, CO-ROB1, CO-ROB2, LI-ROB, R&D-ROB and CV-ROB district or an SF-6 or less restrictive district is located and a structure in which a use permitted in a SF-ROB or an SF-5 or more restrictive use is located, this article does not apply to that portion of the property that is closer to the structure containing the use permitted in a SF-ROB or an SF-5 or more restrictive district.

(D) This article does not apply to a passive use, including a park and hike and bike trail, in the 100 year flood plain if:

- (1) the requirements of Chapter 25-8 (Environment) are met; and
- (2) a license agreement to place the use in a dedicated drainage easement is obtained, if applicable.

(E) For an area used or developed as a residential infill or neighborhood urban center special use in a neighborhood plan combining district, this article applies only to the property along the perimeter of the area.

Source: Sections 13-2-731(b), (c) and (e) and 13-2-737; Ord. 000406-81.

DIVISION 2: DEVELOPMENT STANDARDS

§ 25-2-1061 STREET FRONTAGE FOR A CORNER SITE.

In Sections 25-2-1062 (Height Limitations And Setbacks For Small Sites) and 25-2-1063 (Height Limitations And Setbacks For Large Sites), street frontage for a corner site is measured along the more major street. If both streets are the same type, street frontage is measured along the shorter side of the site.

Source: Sections 13-2-733(a) and 13-2-734(b).

§ 25-2-1062 HEIGHT LIMITATIONS AND SETBACKS FOR SMALL SITES.

(A) This section applies to a site that has:

- (1) an area that does not exceed 20,000 square feet; and
- (2) a street frontage that does not exceed 100 feet.

(B) If a site has a street frontage of 50 feet or less, a person may not construct a structure 15 feet or less from property:

- (1) in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district; or
- (2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(C) If a site has a street frontage that is more than 50 feet, but that does not exceed 100 feet, the side and rear setback requirements are as follows:

Length of Street Frontage (Feet)	Side and Rear Setback (Feet)
50.01 to 52.50	15.0
52.51 to 54.99	15.5
55.00 to 57.50	16.0
57.51 to 59.99	16.5
60.00 to 62.50	17.0
62.51 to 64.99	17.5
65.00 to 67.50	18.0
67.51 to 69.99	18.5
70.00 to 72.50	19.0
72.51 to 74.99	19.5
75.00 to 77.50	20.0
77.51 to 79.99	20.5
80.00 to 82.50	21.0
82.51 to 84.99	21.5
85.00 to 87.50	22.0
87.51 to 89.99	22.5
90.00 to 92.50	23.0
92.51 to 94.99	23.5
95.00 to 97.50	24.0
97.51 to 99.99	24.5
100	25.0

(D) A person may not construct a structure that exceeds a height of:

(1) two stories or 30 feet if the structure is 50 feet or less from property:

(a) in a SF-ROB or an SF-5 or more restrictive zoning district;
or

(b) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located; or

(2) three stories or 40 feet if the structure is more than 50 feet and not more than 100 feet from property:

(a) in a SF-ROB or an SF-5 or more restrictive zoning district;
or

(b) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located;

(3) for a structure more than 100 feet but not more than 300 feet from property zoned SF-ROB or SF-5 or more restrictive, 40 feet plus one foot for each 10 feet of distance in excess of 100 feet from the property zoned SF-ROB, or SF-5 or more restrictive; or

(4) for a structure more than 300 feet but not more than 540 feet from property zoned SF-ROB or SF-5 or more restrictive, 60 feet plus one foot for each four feet of distance in excess of 300 feet from the property zoned SF-ROB or SF-5 or more restrictive.

Source: Section 13-2-733; Ord. 000309-39.

§ 25-2-1063 HEIGHT LIMITATIONS AND SETBACKS FOR LARGE SITES.

(A) This section applies to a site that has:

- (1) an area that exceeds 20,000 square feet; or
- (2) a street frontage that exceeds 100 feet.

(B) A person may not construct a structure 25 feet or less from property:

(1) in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district; or

(2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(C) A person may not construct a structure that exceeds a height of:

(1) two stories or 30 feet if the structure is 50 feet or less from property:

(a) in a SF-ROB or an SF-5 or more restrictive zoning district;
or

(b) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located; or

(2) three stories or 40 feet if the structure is more than 50 feet and not more than 100 feet from property:

(a) in a SF-ROB or an SF-5 or more restrictive zoning district;
or

(b) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located;

(3) for a structure more than 100 feet but not more than 300 feet from property zoned SF-ROB or SF-5 or more restrictive, 40 feet plus one foot for each 10 feet of distance in excess of 100 feet from the property zoned SF-ROB or SF-5 or more restrictive; or

(4) for a structure more than 300 feet but not more than 540 feet from property zoned SF-ROB or SF-5 or more restrictive, 60 feet plus one foot for each four feet of distance in excess of 300 feet from the property zoned SF-ROB or SF-5 or more restrictive.

Source: Section 13-2-734; Ord. 000309-39.

§ 25-2-1064 FRONT SETBACK.

A building must have a front building line setback of at least 25 feet from a right-of-way if the tract on which the building is constructed:

(1) adjoins property:

(a) in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district; or

(b) on which a use permitted in a SF-ROB or a SF-5 or more restrictive district is located; and

(2) fronts on the same street as the adjoining property.

Source: Section 13-2-736(a).

§ 25-2-1065 SCALE AND CLUSTERING REQUIREMENTS.

(A) The massing of buildings and the appropriate scale relationship of a building to another building may be accomplished by:

(1) avoiding the use of a continuous or unbroken wall plane;

(2) using an architectural feature or element that:

(a) creates a variety of scale relationships;

(b) creates the appearance or feeling of a residential scale; or

(c) is sympathetic to a structure on an adjoining property; or

(3) using material consistently throughout a project and that is human in scale; or

(4) using a design technique or element that:

(a) creates a human scale appropriate for a residential use; or

(b) prevents the construction of a structure in close proximity to a single-family residence zoning district that is:

(i) significantly more massive than a structure in a single-family residence zoning district; or

(ii) antithetical to an appropriate human scale; and

(c) allows the construction of a structure, including a multi-family structure, that exhibits a human scale and massing that is appropriate for a residential use.

(B) Except for good cause, the first tier of buildings in a multi-family or mixed use project must be clustered in a group that is not more than 50 feet wide, as measured along the side of the buildings that are most parallel to the property line of the site.

(C) The depth of the first tier of buildings described under Subsection (B) may not exceed:

(1) two units; or

(2) 60 feet.

(D) A building must be at least 10 feet apart from another building, as measured from wall face to wall face.

(E) Subsections (B), (C), and (D) do not apply to a:

(1) private or public primary educational facility;

(2) private or public secondary educational facility; or

(3) a college or university.

(F) In Subsection (B), good cause may be shown by compliance with Subsection (A).

Source: Section 13-2-735(c) and (d); Ord. 000309-39.

§ 25-2-1066 SCREENING REQUIREMENTS.

(A) A person constructing a building shall screen each area on a property that is used for a following activity from the view of adjacent property that is in a SF-ROB or an urban residence (SF-5) or more restrictive zoning district:

- (1) off-street parking;
- (2) the placement of mechanical equipment;
- (3) storage; or
- (4) refuse collection.

(B) A person may comply with Subsection (A) by providing a yard, fence, berm, or vegetation. If a fence is provided, the height of the fence may not exceed six feet, except as otherwise permitted by Section 25-2-899 (Fences As Accessory Uses).

(C) The owner must maintain a fence, berm, or vegetation provided under this section.

Source: Section 13-2-736(c).

§ 25-2-1067 DESIGN REGULATIONS.

(A) Exterior lighting must be hooded or shielded so that the light source is not directly visible from adjacent property:

(1) in a SF-ROB or an urban family residence (SF-5) or more restrictive zoning district; or

(2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(B) The noise level of mechanical equipment may not exceed 70 db at the property line.

(C) A permanently placed refuse receptacle, including a dumpster, may not be located 20 feet or less from property:

(1) in a SF-ROB or an SF-5 or more restrictive zoning district; or

(2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(D) The location of and access to a permanently placed refuse receptacle, including a dumpster, must comply with guidelines published by the Department of Public Works and Transportation. The Watershed Protection and Development Review

Department shall review and must approve the location of and access to each refuse receptacle on a property.

(E) A highly reflective surface, including reflective glass and a reflective metal roof with a pitch that exceeds a run of seven to a rise of 12, may not be used, unless the reflective surface is a solar panel or copper or painted metal roof.

(F) An intensive recreational use, including a swimming pool, tennis court, ball court, or playground, may not be constructed 50 feet or less from adjoining property:

(1) in a SF-ROB or an SF-5 or more restrictive zoning district; or

(2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(G) Unless a parking area or driveway is on a site that is less than 125 feet wide, a parking area or driveway may not be constructed 25 feet or less from a lot that is:

(1) in a SF-ROB or an SF-5 or more restrictive zoning district; or

(2) on which a use permitted in a SF-ROB or an SF-5 or more restrictive zoning district is located.

(H) If a site on which a parking area or driveway is constructed is less than 125 feet wide, the width and setback for the parking area or driveway must comply with the following schedule:

Total Site Width	Avg. Parking Width	Setback for Parking	Setback for Driveways
0 to 52.99'	45'	5'	0'
53 to 55.99'	46'	6'	1'
56 to 58.99'	47'	7'	2'
59 to 61.99'	48'	8'	3'
62 to 64.99'	49'	9'	4'
65 to 67.99'	50'	10'	5'
68 to 70.99'	51'	11'	6'
71 to 73.99'	52'	12'	7'
74 to 76.99'	53'	13'	8'
77 to 79.99'	54'	14'	9'
80 to 82.99'	55'	15'	10'
83 to 85.99'	56'	16'	11'
86 to 88.99'	57'	17'	12'
89 to 91.99'	58'	18'	13'
92 to 94.99'	59'	19'	14'
95 to 97.99'	60'	20'	15'
98 to 100.99'	61'	21'	16'

101 to 103.99'	62'	22'	17'
104 to 106.99'	63'	23'	18'
107 to 109.99'	64'	24'	19'
110 to 112.99'	65'	25'	20'
113 to 115.99'	67'	25'	21'
116 to 118.99'	69'	25'	22'
119 to 121.99'	71'	25'	23'
122 to 124.99'	73'	25'	24'

Source: Section 13-2-738(a) through (f); Ord. 010329-18.

§ 25-2-1068 CONSTRUCTION OF PARKING LOTS AND DRIVEWAYS BY CIVIC USES PROHIBITED.

(A) Except as provided by Subsection (B), a parking lot or driveway may not be constructed to serve a civic use described in Section 25-2-6 (Civic Uses Described) if:

- (1) construction of the parking lot or driveway requires the removal of a single-family residential use; or
- (2) the civic use provides secondary access from the civic use through a lot.

(B) Subsection (A) does not apply if at least 50 percent of the property adjoining the lot on which the parking lot or driveway is located is in a **THC-ROB, MF-ROB, MF-ROB, CO-ROB1, CO-ROB2, LI-ROB, R&D-ROB and CV-ROB district**, or a townhouse and condominium residence (SF-6) or more restrictive zoning district. Property that adjoins the rear of the lot, property owned by the owner of the civic use, and right-of-way are not considered in making a determination under this subsection. Source: Section 13-2-738(g).

DIVISION 3: WAIVERS

§ 25-2-1081 LAND USE COMMISSION OR COUNCIL WAIVER.

(A) Except as provided by Subsections (B) and (C), the Land Use Commission, or Council on appeal from a Land Use Commission decision, may waive a requirement of this article if the Land Use Commission or Council determine that a waiver is appropriate and will not harm the surrounding area.

(B) The Land Use Commission or Council may not approve a waiver that reduces a required setback to less than five feet.

(C) The Land Use Commission or the Council may approve a waiver of a height restriction imposed by Section 25-2-1062 (Height Limitations And Setbacks For Small Sites) and 25-2-1063 (Height Limitations And Setbacks For Large Sites) only if:

(1) there is an existing structure located between the proposed structure and the closest property to the proposed structure that triggers the compatibility standards; or

(2) the proposed development is located on and completely surrounded by property in a downtown mixed use (DMU) zoning district and the person applying for the waiver has:

(a) provided notice of the requested waiver, by certified mail with return receipt requested, to the owner of each property that adjoins or is across the street from the proposed development and on which a use permitted in an urban residence (SF-5) or more restrictive zoning district is located; and

(b) submitted the return receipts to the director.

(D) A waiver approved under Subsection (C)(1) may not permit the construction of a structure that exceeds the height of the existing structure.

(E) This section does not prohibit the Board of Zoning Adjustment from granting a variance from a requirement of this article under Section 25-2-473 (Variance Requirements).

Source: Section 13-2-739; Ord. 010607-8.

§ 25-2-1082 ADMINISTRATIVE WAIVER FOR PROPERTY IN DEVELOPMENT RESERVE (DR) DISTRICT.

(A) This section applies only to property to which the compatibility standards apply because the property is 540 feet or less from a development reserve (DR) zoning district.

(B) The director may waive the application of this article to property that is not located more than 1,000 feet from a roadway, if property in the development reserve (DR) district that triggers the compatibility standards has frontage on a road classified by the Transportation Plan as a minor arterial or larger roadway.

(C) Before waiving the application of this article under this section, the director must review for property 540 feet or less from the property for which the waiver is sought:

(1) each existing land use and proposed development; and


(2) each approved preliminary subdivision plan or final subdivision plat.

(D) The director shall issue notice of the director's decision on the waiver under Section 25-1-133(B) (Notice Of Applications And Administrative Decisions). The granting or denial of a waiver under this section may be appealed to the Land Use Commission.

Source: Section 13-2-731(a)(4); Ord. 000309-39; Ord. 010607-8.

EXHIBIT "I"

Legend

 Areas that must comply with additional building setbacks for uses other than single family residential.

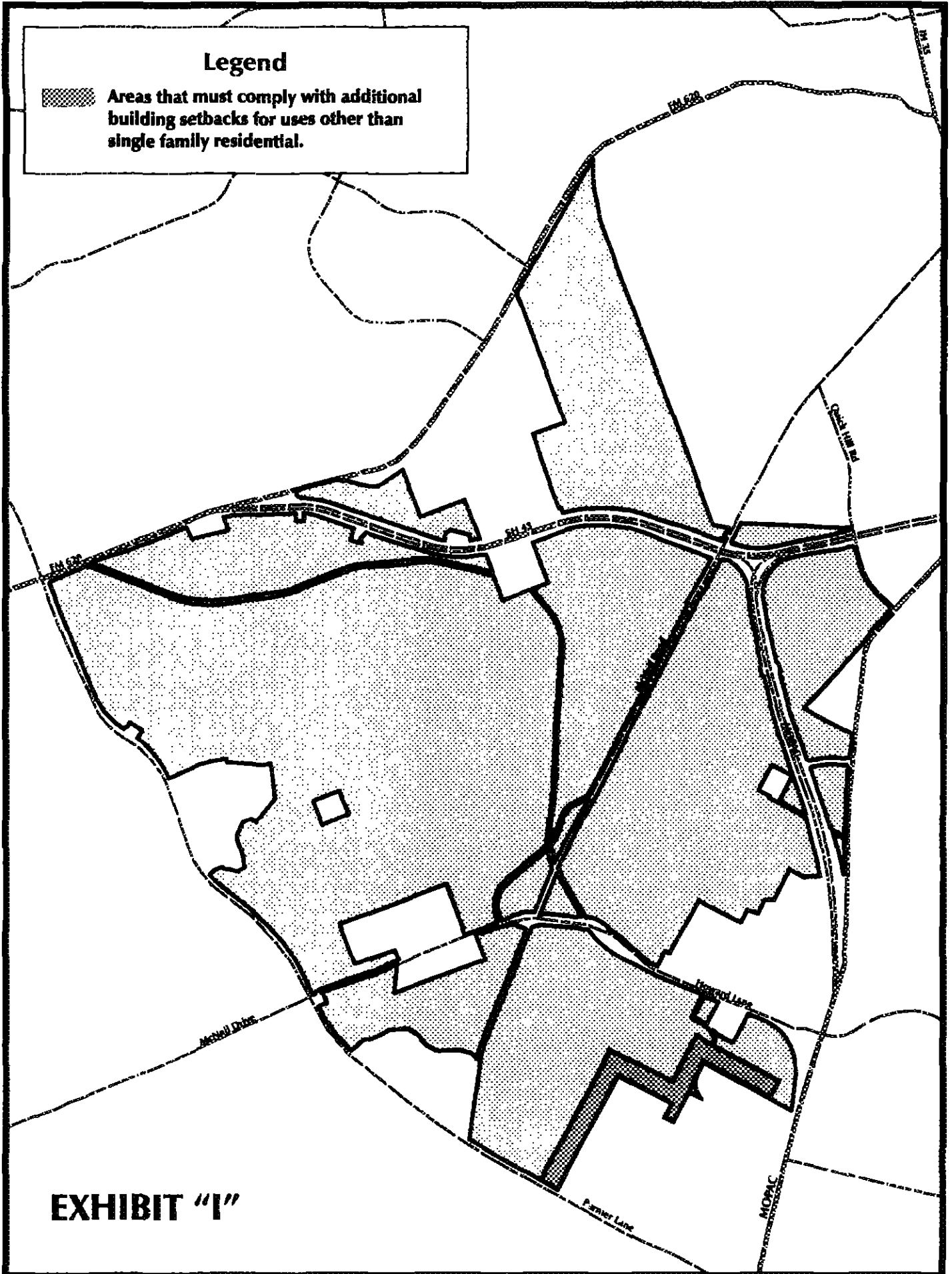


EXHIBIT "I"