

**ORDINANCE NO. 041202-57**

**AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH CATELLUS AUSTIN, LLC, FOR COMMUNITY IMPROVEMENTS ON PUBLIC LAND; APPROVING THE FORM OF THE MUELLER LICENSE AGREEMENT FOR PRIVATE IMPROVEMENTS ON PUBLIC LAND; AND WAIVING REQUIREMENTS IN SECTION 14-11 OF THE CITY CODE.**

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

**PART 1.** The Council finds that:

- (A) Catellus Austin, LLC ("Catellus") and the City of Austin ("City") have negotiated a Master Development Agreement ("Agreement") relating to the redevelopment of the Mueller property ("Mueller"), approximately 700 acres of land generally located east of IH-35 and south of 51<sup>st</sup> Street.
- (B) The Agreement meets many community recommended goals for redevelopment of Mueller developed during extensive community input and includes 30 months of negotiation between the City and Catellus on the Agreement.
- (C) The Agreement requires Catellus to install and maintain public improvements (including street trees and other landscaping and related irrigation systems, trails, and amenities in the Open Space as defined in the Agreement) on public land at the expense of Catellus or an Owners Association, assuming the City's financial responsibility for maintaining a public space.
- (D) The Agreement also allows Catellus or its assignees to install and maintain private improvements, including balconies and canopies on public land at its expense.
- (E) The Agreement provides significant recreational amenities and spaces for the future residents of Mueller, as well as for the neighborhoods surrounding Mueller, furthering the public health, safety, and welfare, and serving the interests of current and future residents of the City.

(F) The waiver of certain provisions of the City Code is necessary to develop Mueller consistent with the terms of the Agreement.

**PART 2.** The Council approves the Master License Agreement for Community Improvements attached to and incorporated in this ordinance as Exhibit A.

**PART 3.** The Council approves the form of the Mueller License Agreement for Private Improvements attached to and incorporated in this ordinance as Exhibit B. The agreement applies to all future private amenities that will be constructed on public land.

**PART 4.** The Council waives the requirements of Chapter 14-11 (*Use of Right-of-Way*) to the extent the requirements conflict with the terms of the Master License Agreement for Community Improvements.

**PART 5.** This ordinance takes effect on December 13, 2004.

**PASSED AND APPROVED**

\_\_\_\_\_, December 2, 2004      §  
§  
§ \_\_\_\_\_  
Will Wynn  
Mayor

**APPROVED:** \_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:** \_\_\_\_\_  
Shirley A. Brown  
City Clerk

## EXHIBIT A

EXHIBIT A

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MASTER LICENSE AGREEMENT**  
(Community Improvements)

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS       §

THIS MASTER LICENSE AGREEMENT (this "Agreement") is made to be effective as of \_\_\_\_\_, 2004, between CATELLUS AUSTIN, LLC, a Delaware limited liability company ("Benefited Party"), and the CITY OF AUSTIN, TEXAS, a Texas home rule city and municipal corporation (the "City"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement is the Manager of Real Estate Services Division of the Public Works Department ("Property Manager"), with reference to the following facts:

- (A) On the date of this Agreement, Benefited Party and the City have executed that certain Master Development Agreement (the "MDA"), pursuant to which Benefited Party is to redevelop and/or sell portions of the property commonly known as the former Robert Mueller Municipal Airport, located in the City of Austin, Travis County, Texas, as more particularly described on Exhibit A attached hereto (the "Property").
- (B) In connection with the execution of the MDA, the City and Benefited Party have prepared certain recorded restrictions such as community covenants and design guidelines (collectively, the "Governance Documents") which will govern the development of the Property and require the construction of certain infrastructure on the Property.
- (C) The City, as the current owner of the Property, has set ambitious social and economic goals for its redevelopment of the Property including the construction and maintenance of publicly accessible open space with a high level of amenities and maintenance responsibility. Traditionally, the City maintains similar publicly accessible open space. Subject to the terms hereof and of the MDA, Benefited Party has accepted responsibility for maintenance of the Property's publicly accessible open space as a benefit to the City. Due to the City's current ownership of the Property, the ambitious social and economic goals of the City, the nature of this project in revitalizing an urban infill location, Benefited Party

constructing regional drainage infrastructure for this infill area, the City's requirement for a high level of amenities in the publicly accessible open space and the City's traditional obligations with respect to maintenance of publicly accessible open space, the City has agreed to provide Benefited Party with the special arrangement evidenced hereby.

- (D) As part of the redevelopment of the Property as required by the City, Benefited Party shall construct infrastructure and other improvements on the Property pursuant to the MDA in current and/or future publicly dedicated areas of the Property over time (the "Construction") for the benefit of the general public.
- (E) From time to time after the execution of this Agreement, the City intends to grant Benefited Party licenses to use and maintain certain Construction improvements in the Perimeter Parks of the Property as designated on Exhibit A (the "Parks") and in specific publicly dedicated areas of the Property to be designated at a later time (such property together with the Parks, the "Licensed Property") as provided herein.
- (F) The redevelopment of the Property will occur over many years. The City and Benefited Party intend that, during such redevelopment, Licensed Property will, from time to time, be continually added to this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Grant of License.

- (a) The City hereby grants a license to use and maintain the Parks for the benefit of the public.
- (b) Effective upon (i) Benefited Party's compliance with all procedures and requirements necessary to apply for a license agreement with the City (including submittal of an Application for License Agreement), and (ii) execution of an Annexation Notice (herein so called) substantially in the form attached hereto as Exhibit B for each individual parcel of Licensed Property other than the Parks, the City hereby grants a license to use and maintain the Licensed Property other than the Parks for the benefit of the public. Each Licensed Property other than a Park, and the use to be made of such Licensed Property, will be more particularly described in the applicable Annexation Notice.
- (c) The licenses granted in (a) and (b) above are collectively called the "License". The City makes these grants solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties, and subject to all present and future matters of record affecting the Licensed Property.

2. Purpose. The License granted hereby to use the Licensed Property is intended to include, without limitation, the installation, repair, maintenance and removal of improvements as reasonably contemplated by the MDA and the Governance Documents such as public buildings or structures, stormwater detention facilities, water quality facilities, furniture, art, railings, signs, trash receptacles, trails, pavers, sidewalks, retaining walls, fences, trees, tree wells and grates, landscaping, irrigation systems, light fixtures, and roof drains (which must be installed completely underground when it reaches ground level except in the Parks where another reasonable discharge area is available) (collectively, "Community Improvements"), as more particularly specified in the applicable Annexation Notice.
3. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:
  - (a) inure to the benefit of the City, its successors and/or assigns,
  - (b) run with the land (i.e., burden the Licensed Property through any transfers of the Licensed Property), and
  - (c) inure to the benefit of Benefited Party and its successors and assigns, it being understood that Benefited Party will over time assign all of its rights and obligations under this Agreement (A) to the Mueller Master Community, Inc. (the "Association") not later than the expiration or earlier termination of the MDA, or (B) as required by the MDA.
4. Construction and Maintenance Special Consideration. As special consideration for the City's grant of the nonstandard License, the Benefited Party shall maintain all (a) Licensed Property (other than the Parks) in good condition and repair, and (b) the Parks in good condition and repair as a first class recreational facility, park, open space, stormwater detention facility, and scenic area including without limitation providing vegetation and trash management, silt and debris removal, maintaining operational functionality and structural integrity of the stormwater detention and water quality facilities.
5. Term. This Agreement begins on the effective date hereof and continues thereafter for so long as any Licensed Property is covered by the terms of this Agreement.
6. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, sidewalks, bike paths, public art, roadways, or streets on, beneath, or above the surface of the Licensed Property (collectively, the "Facilities"). If the City's uses of the Licensed Property that are consistent with the foregoing provision substantially interfere with or destroy the Benefited Party's use of the Licensed Property, or

any Community Improvements placed thereon or therein, then City or the Benefited Party will have the option to terminate the License as to such specific Licensed Property, the City may remove the affected Community Improvements at its cost and Benefited Party's maintenance obligations as to the specific portion of the Licensed Property will terminate.

7. Conditions.

- (a) Repair or Relocate Existing Facilities. The Benefited Party must pay all costs required to repair damage to any existing Facilities and the Benefited Party's Community Improvements, which are damaged or destroyed or are relocated as a result of activities under this Agreement by, or on behalf of, the Benefited Party.
- (b) Modification of Community Improvements. No person may materially modify Community Improvements without the consent of the City, except that the City's consent will not be required in the event the Community Improvements are wholly or partially destroyed and the Benefited Party reconstructs such Community Improvements to substantially the condition which existed immediately prior to such destruction, in accordance with all applicable laws. Additionally, so long as the City has the right to approve changes to the Governance Documents, any modifications to the Community Improvements in the Parks must comply with the Governance Documents.
- (c) Special Provisions.
  - (i) Any roof drain Community Improvements must not discharge directly onto a sidewalk area, but must discharge directly into the storm drain system, except in the Parks where another reasonable discharge area is available. Discharging directly to sidewalk area is grounds for immediately terminating this Agreement as to the specific Licensed Property. If the Property Manager determines that roof drain Community Improvements are not functioning as anticipated or are inadequate, in its reasonable discretion, to drain all the roof water, Benefited Party must install additional or larger inlets into the storm drain system within 60 days after Property Manager sends notice to the applicable Benefited Party.
  - (ii) Any irrigation system or roof drain Community Improvements must be repaired or replaced within 48 hours of the time any damage is discovered by the applicable Benefited Party.
  - (iii) Any paver Community Improvements must be repaired or replaced within 48 hours of the time any damage is or should have been discovered by the applicable Benefited Party.

- (d) Recording. The City will file both this Agreement and each Annexation Notice in the Real Property Records of Travis County to inform all future owners of any interest in the Property of the existence of this Agreement and the obligations hereunder. The Benefited Party must file any assignment and assumption of its rights in the Real Property Records of Travis County.
  - (e) City Removal. If the Property Manager deems it is necessary: (i) to exercise the City's rights or duties with respect to the Licensed Property, (ii) to protect persons or property, or (iii) for the public health or safety with respect to the Licensed Property, the City may enter the Licensed Property and remove the Community Improvements without giving notice and without incurring any obligation to the Benefited Party.
8. Insurance. During the term of this Agreement, the Benefited Party will provide insurance over the Licensed Property in accordance with (a) so long as the MDA is in effect, the commercial general liability insurance requirements of the MDA and property insurance policy or policies providing all risk coverage for the full replacement cost value of any above-ground improvements or structures on the Licensed Property in accordance with the general insurance requirements of the MDA and (b) following the expiration or earlier termination of the MDA, the City's procedures and requirements for obtaining a license agreement, as amended from time to time.
9. Indemnification. The Benefited Party hereby fully indemnifies, saves, and holds harmless the City, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with any acts or omissions by the Benefited Party (including its contractors, agents, employees, licensees or invitees) concerning the License. The Benefited Party must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel reasonably satisfactory to Indemnitees' City Attorney, and pay all reasonable attorneys' fees and all other reasonable cost and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.



10. Termination and Default.

- (a) Termination by the Benefited Party. The Benefited Party may terminate this Agreement as it relates to the Licensed Property (or portion thereof) by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination and the Benefited Party, following the request of the City, will remove all the Community Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a default of this Agreement and authorizes the Property Manager to notify the Benefited Party of the cost of such removal and disposal and the Benefited Party will pay such costs within 30 days of such notice. Such notice will include evidence reasonably substantiating such costs.
- (b) Termination by City. Subject to prior written notification to the Benefited Party, this Agreement is revocable by the Property Manager as to a specific Licensed Property if, as applicable to a Licensed Property:
  - (i) the Community Improvements, or a portion of them, interfere with the City's right-of-way,
  - (ii) the use of the right-of-way area in which the Licensed Property is located becomes necessary for a public purpose, or
  - (iii) the Community Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Community Improvements.

In the event of any such termination, the Benefited Party will have no further obligations under this Agreement, under the MDA or otherwise to maintain any such portion of the Licensed Property, such maintenance being the sole obligation of the City from and after such termination.

- (c) Termination by Abandonment. If the Benefited Party abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within 30 days following written notification to the Benefited Party, then the City may remove and/or replace all applicable Community Improvements. Benefited Party covenants to pay the City's reasonable and actual expenses incurred in connection therewith within 30 days after being billed therefor and receiving evidence reasonably substantiating such expenses. All of the Benefited Party's Community Improvements not removed and located on the portion of the Licensed Property which has been removed from the jurisdiction of this Agreement are deemed property of the City when abandoned by the Benefited Party.

- (d) Default. The applicable Benefited Party will be in default under this Agreement if:
    - (i) Benefited Party fails to pay within 10 days from the receipt of written demand any monetary payment then due under this Agreement, or
    - (ii) Benefited Party fails to comply with the terms or conditions of this Agreement after the expiration of 30 days from the receipt of written notice to the applicable Benefited Party specifying in reasonable detail the terms and conditions not complied with, or
    - (iii) the Property Manager reasonably determines that any paver, irrigation system or roof drain Community Improvements are inadequate and the Benefited Party fails to cure or cannot cure, after notice of, and opportunity to cure, the default within the time frames set forth in such notice.
  - (e) Remedies. Upon a default by the Benefited Party, the City will have, in addition to any and all other rights, remedies and recourses available at law or in equity, which may be exercised cumulatively, including specifically, the right (i) to terminate this Agreement as to the specific Licensed Property, and/or (ii) to perform or attempt to perform any unperformed covenant or agreement of the Benefited Party herein or in an Annexation Notice. For these purposes, Benefited Party hereby irrevocably authorizes the City to take any and all of the above-described action.
- 11. Eminent Domain. If eminent domain is asserted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with the Benefited Party to effect the removal of the Benefited Party's affected Community Improvements thereon. The City may retain all monies paid by the condemning authority for Community Improvements taken, if any.
  - 12. Venue. Venue for all lawsuits concerning this Agreement must be in the State District Courts of Austin, Travis County, Texas.
  - 13. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
  - 14. Assignment. Notwithstanding anything in the contrary contained herein, Benefited Party cannot assign or transfer its rights herein, except to the Association as provided herein or in accordance with the MDA. Any assignment to the Association may be a partial assignment or a full and complete assignment of Benefited Party's rights and responsibilities hereunder. From and after the date Benefited Party assigns this Agreement to the Association or to any other party in

accordance with the MDA, in whole or in part, Benefited Party shall be relieved and released from all obligations and liabilities from that day forward as to all portions of the Licensed Property covered by any such assignment.

15. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to the City:

City of Austin  
P.O. Box 1088  
Austin, Texas 78767-8839  
Attention: Real Estate Services Division

If to Benefited Party:

Catellus Austin, LLC  
c/o Catellus Development Corporation  
816 Congress Avenue, Suite 1540  
Austin, Texas 78701  
Attention: Greg Weaver

If to the Association:

To the address provided by the Association, or if no address is provided, to its record address with the Travis Central Appraisal District.

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail.

16. Compliance with Laws. The Benefited Party covenants that all construction, installation, repair, maintenance, and removal of the Community Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. Interpretation. Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. Governing Law. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas.

19. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set forth herein.
20. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
21. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.
22. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
23. Limitation on Liability. No Affiliate (as defined in the MDA) of Benefited Party and no officer, director, partner, member, official or employee of Benefited Party or any such Affiliate shall be personally liable to the City in the event of any default or breach by Benefited Party, or for any amount which may become due to the City, or on any obligations under the terms of this Agreement.
24. Consents and Approvals by the City. Unless expressly stated otherwise herein to the contrary, any approval, determination, consent, waiver or joinder by the City required hereunder may be given by the City Manager of the City or its designee; provided however, except for minor amendments or modifications, the City Manager does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the Austin City Council.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement to be effective as of the date first written above.

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the City of Austin, Texas, a home rule city and municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

**BENEFITED PARTY:**

**CATELLUS AUSTIN, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

      This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

EXHIBIT A  
TO MASTER LICENSE AGREEMENT  
PROPERTY

**EXHIBIT A  
TO MASTER DEVELOPMENT AGREEMENT**

**Property**

**15.857 ACRES  
MUELLER TRACT 1  
ALONG 51<sup>ST</sup> STREET**

Lot 1, Block "C", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

*[Note: Potential additional right of way on this tract may be dedicated which would reduce the size of this tract to approximately 14.1 acres.]*

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**14.460 ACRES  
MUELLER TRACT 2  
ALONG 51<sup>ST</sup> STREET**

Lot 1, Block "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

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**19.665 ACRES  
MUELLER R.O.W. AREA  
(A.K.A. ROW PROPERTY)**

**FN NO. 03-164(MTH)  
NOVEMBER 12, 2003  
BPI JOB NO. 1400-01**

**INTERNAL ROW TRACT SURROUNDING SETON  
TRACT, TRACT 1, TRACT 2 AND TRACT 3**

DESCRIPTION OF A 19.665 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201; VOLUME 680, PAGE 257, AND VOLUME 668, PAGE 396, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 19.665 ACRES ALSO BEING A PORTION OF LOTS 26, 27, 32 AND 33 OF RIDGETOP GARDENS, A SUBDIVISION OF RECORD IN BOOK 3, PAGE 50 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;



SAID 19.665 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the existing easterly line of Interstate Highway 35 (R.O.W. Varies) at the southeasterly corner of the intersection of East 51st Street, being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, along the curving easterly right-of-way line of Interstate Highway 35, over and across said Lot 20 and Lot 21 of said Ridgetop Gardens and a portion of the westerly line of the remaining portion of the said City of Austin Tract of record in Volume 665, Page 95, being a non-tangent curve to the left having a radius of 5704.58 feet, a central angle of 04°00'08", an arc length of 398.48 feet and a chord which bears S34°55'52"W, a distance of 398.40 feet to the POINT OF BEGINNING, and the westernmost northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, over and across said City of Austin Tract of record in Volume 665, Page 95, Lot 26 of said Ridgetop Gardens, and Lot 2, Ridgetop Gardens 26, a subdivision of record in Book 9, Page 168 of said Plat Records, for a portion of the northerly line hereof, the following four (4) courses and distances:

- 1) S62°28'52"E, a distance of 1161.77 feet to an angle point;
- 2) N72°53'09"E, a distance of 21.58 feet to an angle point;
- 3) N27°31'08"E, a distance of 532.90 feet to an angle point in the interior of said Lot 26;
- 4) N18°47'57"W, a distance of 24.53 feet to a point in the southerly right-of-way line of East 51st Street (R.O.W. Varies), same being in the interior of said Lot 2, Ridgetop Gardens 26 for the northernmost northwesterly corner hereof;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, a distance of 128.18 feet to a point in the interior of Lot 27 of said Ridgetop Gardens, for an angle point;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 27, over and across said City of Austin of Tracts of record in Volume 665, Page 95 and Volume 430, Page 201, and over and across Lots 32-A and 32-B of the Resubdivision of the East One-Half of Lot 32 Ridgetop Gardens Subdivision of record in Book 9, Page 98 of the said Plat Records, for a portion of the northerly line hereof, the following seven (7) courses and distances:

- 1) S72°58'52"W, a distance of 24.47 feet to an angle point;
- 2) S27°31'08"W, a distance of 532.96 feet to an angle point;
- 3) S18°53'40"E, a distance of 21.58 feet to an angle point;

- 4) S62°28'52"E, a distance of 1192.58 feet to an angle point;
- 5) N72°02'37"E, a distance of 21.81 feet to an angle point;
- 6) N27°31'08"E, a distance of 532.93 feet to an angle point in the interior of said Lot 32-B;
- 7) N17°57'24"W, a distance of 23.56 feet to a point in the southerly right-of-way line of East 51st Street, for an angle point in the interior of said Lot 32-B;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, over and across said Lot 32-B and Lot 33 of said Ridgetop Gardens, for a portion of the northerly line hereof, a distance of 149.34 feet to a point in the interior of said Lot 33, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 33 and said City of Austin Tracts of record in Volume 430, Page 201 and Volume 668, Page 396, for the easterly line hereof, the following fifteen (15) courses and distances:

- 1) S72°02'38"W, a distance of 23.59 feet to an angle point;
- 2) S27°31'08"W, a distance of 2746.46 feet to the point of curvature of a tangent curve to the left;
- 3) Along said tangent curve to the left having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears S09°27'14"W, a distance of 137.68 feet to the point of tangency;
- 4) S08°36'41"E, a distance of 65.11 feet to the point of curvature of a tangent curve to the left;
- 5) Along said tangent curve to the left having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears S53°36'41"E, a distance of 78.49 feet to the point of tangency;
- 6) N81°23'19"E, a distance of 35.50 feet to an angle point;
- 7) S08°36'41"E, a distance of 84.00 feet to an angle point;
- 8) S81°23'19"W, a distance of 38.50 feet to the point of curvature of tangent curve to the left;
- 9) Along said tangent curve to the left having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears S36°23'19"W, a distance of 120.92 feet to the point of tangency;
- 10) S08°36'41"E, a distance of 35.50 feet to an angle point;

- 11) S81°23'19"W, a distance of 50.00 feet to an angle point;
- 12) N08°36'41"W, a distance of 34.00 feet to the point of curvature of a non-tangent curve to the left;
- 13) Along said non-tangent curve to the left having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears N53°36'41"W, a distance of 106.77 feet to the point of tangency;
- 14) S81°23'19"W, a distance of 362.05 feet to a non-tangent curve to the left;
- 15) Along said non-tangent curve to the left having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears S44°55'17"W, a distance of 18.43 feet to a point in the curving northerly right-of-way line of Airport Boulevard (160' R.O.W.), being the southerly line of the remaining portion of said City of Austin Tract of record in Volume 668, Page 396 for the southeasterly corner hereof;

THENCE, along the curving northerly right-of-way line of Airport Boulevard, being the southerly line of said City of Austin remainder Tract of record in Volume 668, Page 396, for the southerly line hereof, being a non-tangent curve left having a radius of 1989.88 feet, a central angle of 03°52'57", an arc length of 134.84 feet and a chord which bears N33°28'41"W, a distance of 134.82 feet to the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Airport Boulevard, over and across said City of Austin Tract of record in Volume 668, Page 396; Volume 430, Page 201; Volume 680, Page 257 and Volume 665, Page 95, for the irregular westerly line hereof, the following twenty-one (21) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears S88°05'39"E, a distance of 23.91 feet to the point of tangency;
- 2) N81°23'19"E, a distance of 407.04 feet to the point of curvature of tangent curve to the left;
- 3) Along said tangent curve to the left having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears N36°23'19"E, a distance of 64.35 feet to the point of tangency;
- 4) N08°36'41"W, a distance of 63.61 feet to the point of curvature of a tangent curve to the right;
- 5) Along said tangent curve to the right having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears N09°27'14"E, a distance of 209.63 feet to the point of tangency;

- 6) N27°31'08"E, a distance of 869.43 feet to an angle point;
- 7) N21°18'09"W, a distance of 8.87 feet to an angle point;
- 8) N62°28'52"W, a distance of 738.09 feet to the point of curvature of a tangent curve to the right;
- 9) Along said tangent curve to the right having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears N43°11'30"W, a distance of 297.31 feet to the point of reverse curvature;
- 10) Along said reverse curve to the left having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears N36°54'54"W, a distance of 340.46 feet to the point of tangency;
- 11) N40°04'19"E, a distance of 60.00 feet to an angle point;
- 12) N74°47'53"E, a distance of 26.50 feet to an angle point;
- 13) N27°31'08"E, a distance of 883.11 feet to an angle point;
- 14) N24°25'18"W, a distance of 40.89 feet to an angle point;
- 15) S62°28'52"E, a distance of 92.19 feet to an angle point;
- 16) S27°31'08"W, a distance of 948.26 feet to the point of curvature of a non-tangent curve to the right;
- 17) Along said non-tangent curve to the right having a radius of 816.00 feet, a central angle of 20°14'04", an arc length of 288.18 feet, and a chord which bears S34°01'09"E, a distance of 286.68 feet to the point of reverse curvature;
- 18) Along said reverse curve to the left having a radius of 390.00 feet, a central angle of 38°34'44", an arc length of 262.60 feet and a chord which bears S43°11'29"E, a distance of 257.67 feet to the point of tangency;
- 19) S62°28'52"E, a distance of 744.77 feet to an angle point;
- 20) N27°31'08"E, a distance of 1170.00 feet to an angle point;
- 21) N62°28'52"W, a distance of 2501.67 feet to a point in the curving easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95;

THENCE, along the easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95, being along a non-tangent curve to the right having a radius of 5704.58 feet, a central angle of  $00^{\circ}56'15''$ , an arc length of 93.35 feet and a chord which bears  $N32^{\circ}27'41''E$ , a distance of 93.34 feet to the POINT OF BEGINNING, containing an area of 19.665 acres (856,626 sq. ft.) of land, more or less, within these metes and bounds.

**BASIS OF BEARINGS:**

The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

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**32.212 ACRES  
MUELLER SETON TRACT  
A.K.A. HOSPITAL PROPERTY**

**FN NO. 03-164(MTH)  
JULY 15, 2003  
BPI JOB NO. 1400-01**

Lot 1, Block "A", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas, as more particularly described as follows:

A 32.212 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201, AND VOLUME 680, PAGE 257, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 32.212 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a concrete monument found at the southeasterly corner of the intersection of existing southerly line of East 51st Street (R.O.W. Varies) and the existing easterly line of Interstate Highway 35 (R.O.W. Varies), being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, along the existing southerly right-of-way line of East 51st Street, being over and across Lots 20 and Lots 22-26 (inclusive) of said Ridgetop Gardens, the following three (3) courses and distances:

- 1) Along a curve to the left having a radius of 1213.92 feet, a central angle of  $08^{\circ}31'38''$ , an arc length of 180.67 feet and a chord which bears  $S\ 67^{\circ}24'07''\ E$ , a distance of 180.50 feet to a concrete monument found at the point of compound curvature;

- 2) Along said compound curve to the left having a radius of 588.56 feet, a central angle of  $09^{\circ}08'18''$ , an arc length of 93.87 feet and a chord which bears  $S\ 67^{\circ}14'54''\ E$ , a distance of 93.77 feet to a 1/2 inch iron rod with cap found at the end of said compound curve;
- 3)  $S\ 62^{\circ}28'52''\ E$ , a distance of 791.14 feet to a point in the northerly line of said Lot 26;

THENCE,  $S\ 27^{\circ}31'08''\ W$ , leaving the existing southerly right-of-way line of East 51st Street, over and across said Lot 26 and said City of Austin Tract conveyed in Volume 665, Page 95, a distance of 658.00 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING, and the northwesterly corner hereof;

THENCE, continuing over and across said City of Austin Tracts, for the northerly, easterly, southerly and westerly lines hereof, the following nine (9) courses and distances:

- 1)  $S\ 62^{\circ}28'52''\ E$ , a distance of 1240.00 feet to a PK Nail with cap set for the northeasterly corner hereof;
- 2)  $S\ 27^{\circ}31'08''\ W$ , a distance of 1170.00 feet to a PK Nail with cap set for the southeasterly corner hereof, from which an iron pipe found in the northerly right-of-way line of Airport Boulevard (R.O.W. Varies), being the southwesterly corner of that certain City of Austin Tract of record in Volume 668, Page 396, same being the southeasterly corner of that certain tract of land conveyed to James Bascom Giles, et ux from the City of Austin by deed of record in Volume 773, Page 477 of said Deed Records bears  $S\ 56^{\circ}31'13''\ W$ , a distance of 1518.70 feet;
- 3)  $N\ 62^{\circ}28'52''\ W$ , a distance of 744.77 feet to a 1/2 inch iron rod with cap set at the point of curvature of a tangent curve to the right;
- 4) Along said tangent curve to the right having a radius of 390.00 feet, a central angle of  $38^{\circ}34'44''$ , an arc length of 262.60 feet and a chord which bears  $N\ 43^{\circ}11'29''\ W$ , a distance of 257.67 feet to a 1/2 inch iron rod with cap set at the point of compound curvature to the left;
- 5) Along said compound curve to the left having a radius of 816.00 feet, a central angle of  $20^{\circ}14'04''$ , an arc length of 288.18 feet and a chord which bears  $N\ 34^{\circ}01'09''\ W$ , a distance of 286.68 feet to a 1/2 inch iron rod with cap set at the end of said compound curve for the southwesterly corner hereof;
- 6)  $N\ 27^{\circ}31'08''\ E$ , a distance of 948.26 feet to the POINT OF BEGINNING, containing an area of 32.212 acres (1,403,134 sq. ft.) of land, more or less, within these metes and bounds.

#### BASIS OF BEARINGS:

The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

**59.629 ACRES  
MUELLER TRACT 3  
IH 35 ALONG DELWOOD**

**FN NO. 04-310(MJJ)  
AUGUST 5, 2004  
BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 59.629 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 430, PAGE 201; VOLUME 694, PAGE 149; VOLUME 842, PAGE 485; VOLUME 2206, PAGE 347; VOLUME 776, PAGE 621; VOLUME 680, PAGE 257; VOLUME 665, PAGE 95 AND VOLUME 668, PAGE 396 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 59.629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron pipe found in the curving easterly line of Airport Boulevard (160' R.O.W.), being the southeasterly corner of Lot 4, Block "N" Delwood Section Two, a subdivision of record in Volume 4, Page 282A of the Plat Records of Travis County, Texas, for the southernmost southwesterly corner hereof;

**THENCE**, along the easterly lines of Lots 4-14, Block "N" of said Delwood Section Two, the easterly lines of Lots 1-12 and Lots 14-20, Block "H" of said Delwood Section Two, the easterly lines of Lots 16-22, Block "G" of said Delwood Section Two, the northerly line of that certain 0.275 acre tract of land conveyed to Bruce C. Davis by deed of record in Volume 6203, Page 463 of said Deed Records and the northerly line of Lot 1, Emerald Oaks Addition, a subdivision of record in Volume 82, Page 58 of said Plat Records, for the southwesterly line hereof, the following eleven (11) courses and distances:

- 1) N27°18'32"E, a distance of 737.72 feet to a 1/2 inch iron rod with cap found for an angle point in the easterly line of said Lot 12, Block "N";
- 2) N07°18'29"W, a distance of 6.34 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 12 and 13, Block "N";
- 3) N32°25'25"W, a distance of 115.25 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 13 and 14, Block "N";
- 4) N49°28'41"W, a distance of 102.02 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lot 14, Block "N" and said Lot 20, Block "H";
- 5) N61°29'40"W, a distance of 332.59 feet to a 1 inch iron pipe found at the northwesterly corner of said Lot 15, Block "H", being the northeasterly corner of said Lot 14, Block "H" and the southeasterly corner of said Lot 12, Block "H", for an angle point hereof;

- 6) N44°18'34"E, a distance of 112.31 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 10 and 11, Block "H";
- 7) N30°44'12"E, a distance of 87.52 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 9 and 10, Block "H";
- 8) N17°16'12"E, a distance of 92.63 feet to 1/2 inch iron rod found in the southerly line of said Lot 8, Block "H", being the northeasterly corner of said Lot 9, Block "H";
- 9) S88°01'02"E, a distance of 106.10 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 8, Block "H";
- 10) N39°56'52"W, a distance of 1025.58 feet to a 1 inch iron pipe found in the easterly line of said Lot 17, Block "G";
- 11) N62°30'49"W, a distance of 445.22 feet to a 1/2 inch iron rod found in the easterly line of Interstate Highway 35 (R.O.W. varies), being the northwesterly corner of said Lot 1, Emerald Oaks Addition, for the southwesterly corner hereof;

**THENCE**, along the easterly line of Interstate Highway 35, being the westerly line hereof, the following four (4) courses and distances:

- 1) N27°49'52"E, a distance of 122.57 feet to a 1-1/2 inch iron rod found for the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 04°00'11", an arc length of 398.57 feet and a chord which bears N29°49'54"E, a distance of 398.49 feet to a 1 inch iron bolt found for the end of said curve;
- 3) N31°48'31"E, a distance of 406.45 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;
- 4) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 00°11'05", an arc length of 18.40 feet and a chord which bears N31°54'00"E, a distance of 18.40 feet to a 1/2 inch iron rod with cap set in the easterly line of Barbara Jordan Boulevard, a 93 foot wide dedicated right-of-way by Mueller Section 1 Phase A Subdivision, a subdivision of record in Document No. 200400079 of the Official Public Records of Travis County, Texas and also being the westernmost southwesterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record in Document No. 2003285270 of said Official Public Records, for the northwesterly corner hereof;

**THENCE**, leaving the easterly line of Interstate Highway 35, along the southerly and irregular westerly lines of said 19.665 acre tract, being the southerly and irregular westerly lines of said



Mueller Section 1 Phase A Subdivision, for the northerly and irregular easterly lines hereof, the following fifteen (15) courses and distances:

- 1) S62°28'52"E, a distance of 1169.48 feet to a 1/2 inch iron rod with cap set;
- 2) S24°25'18"E, a distance of 40.89 feet to a 1/2 inch iron rod with cap set;
- 3) S27°31'08"W, a distance of 883.11 feet to a 1/2 inch iron rod with cap set;
- 4) S74°47'53"W, a distance of 26.50 feet to a 1/2 inch iron rod with cap set;
- 5) S40°04'19"W, a distance of 60.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a non-tangent curve to the right;
- 6) Along said non-tangent curve to the right having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears S36°54'54"E, a distance of 340.46 feet to a 1/2 inch iron rod with cap set for the point of curvature of a reverse curve to the left;
- 7) Along said reverse curve to the left having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears S43°11'30"E, a distance of 297.31 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 8) S62°28'52"E, a distance of 738.09 feet to a 1/2 inch iron rod with cap set;
- 9) S21°18'09"E, a distance of 8.87 feet to a 1/2 inch iron rod with cap set;
- 10) S27°31'08"W, a distance of 869.43 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;
- 11) Along said tangent curve to the left having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears S09°27'14"W, a distance of 209.63 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 12) S08°36'41"E, a distance of 63.61 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 13) Along said tangent curve to the right having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears S36°23'19"W, a distance of 64.35 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 14) S81°23'19"W, a distance of 407.04 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 15) Along said tangent curve to the right having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears N88°05'39"W, a distance

of 23.91 feet to a 1/2 inch iron rod with cap set in the curving easterly line of Airport Boulevard, being the southernmost southeasterly corner of said 19.665 acre tract, for the southeasterly corner hereof;

**THENCE**, along the curving easterly line of Airport Boulevard, being the southerly line hereof, along a non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 14°40'44", an arc length of 509.79 feet and a chord which bears N42°45'31"W, a distance of 508.40 feet to the **POINT OF BEGINNING**, containing an area of 59.629 acres (2,597,450 sq. ft.) of land, more or less, within these metes and bounds.

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**515.591 ACRES  
MUELLER TRACT 4**

**FN NO. 04-408(MJJ)  
AUGUST 5, 2004  
BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 515.591 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9, THE J.P. WALLACE SURVEY NO. 57, THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE J.C. HARRELSON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING OUT OF THE FOLLOWING TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN IN THE FOLLOWING FIFTY-TWO (52) INSTRUMENTS OF RECORD IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS:

VOLUME 428, PAGE 242; VOLUME 428, PAGE 244; VOLUME 428, PAGE 245; VOLUME 430, PAGE 201, VOLUME 621, PAGE 31; VOLUME 651, PAGE 526; VOLUME 668, PAGE 396; VOLUME 681, PAGE 293; VOLUME 682, PAGE 289; VOLUME 2773, PAGE 8; VOLUME 2884, PAGE 462; VOLUME 2884, PAGE 469; VOLUME 2940, PAGE 2385; VOLUME 3063, PAGE 510; VOLUME 2992, PAGE 2172; VOLUME 3948, PAGE 320; VOLUME 2012, PAGE 421; VOLUME 1947, PAGE 78; VOLUME 1964, PAGE 397; VOLUME 1950, PAGE 94; VOLUME 1946, PAGE 385; VOLUME 1949, PAGE 332; VOLUME 1872, PAGE 131; VOLUME 1994, PAGE 238; VOLUME 1959, PAGE 430; VOLUME 2054, PAGE 266; VOLUME 2171, PAGE 381; VOLUME 2178, PAGE 344; VOLUME 2692, PAGE 463; VOLUME 3330, PAGE 1266; VOLUME 2172, PAGE 123; VOLUME 1688, PAGE 23; VOLUME 1698, PAGE 280; VOLUME 1707, PAGE 310; VOLUME 1698, PAGE 382; VOLUME 1700, PAGE 301; VOLUME 2539, PAGE 103; VOLUME 1714, PAGE 171; VOLUME 1714, PAGE 156; VOLUME 1714, PAGE 167; VOLUME 1714, PAGE 164; VOLUME 1699, PAGE 163; VOLUME 2394, PAGE 263; VOLUME 2388, PAGE 303; VOLUME 1714, PAGE 505; VOLUME 1814, PAGE 174; VOLUME 2388, PAGE 268; VOLUME 2171, PAGE 358; VOLUME 2927, PAGE 65; VOLUME 2211, PAGE 314; VOLUME 2518, PAGE 288; AND VOLUME 3637, PAGE 1979; AND ALSO BEING OUT OF PORTIONS OF THE FOLLOWING STREETS VACATED BY THE CITY OF AUSTIN: OLD MANOR ROAD (ORDINANCE NO. 570502-B); KLEBERG LANE (ORDINANCE NO. 570509-B); OLD MANOR ROAD (ORDINANCE NO. 580410-D); OLD MANOR ROAD AND NOLEN STREET

(ORDINANCE NO. 610105-A); LOVELL DRIVE (ORDINANCE NO. 880414-E); WARWICK DRIVE; OLD MANOR ROAD (VOLUME 10942, PAGE 1004); LOVELL DRIVE (ORDINANCE NO. 791011-K, VOLUME 6776, PAGE 2043); NOLEN STREET (FILE NO. V 15-1215) AND OUT OF A PORTION OF LOVELL LANE, WARWICK DRIVE AND NOLEN STREET; AND ALSO BEING OUT OF A PORTION OF LOTS 33-39, RIDGETOP GARDENS, OF RECORD IN BOOK 3, PAGE 50, OF LOTS 1-8, S.R. NOLEN SUBDIVISION, OF RECORD IN BOOK 3, PAGE 144, THE REMAINDER OF BLOCKS "A" AND "E" AND ALL OF BLOCK "D", DEVONSHIRE PARK, OF RECORD IN BOOK 6, PAGE 128, OF LOTS 1-5, BLOCK "A", LOTS 1-3, BLOCK "B" AND LOTS 1-8, BLOCK "F", DEVONSHIRE PARK SECTION ONE RESUBDIVISION, OF RECORD IN BOOK 9, PAGE 40 AND OF LOTS 1-5, BLOCK "C" AND LOTS 23 AND 24, BLOCK "F", DEVONSHIRE PARK SECTION TWO, OF RECORD IN BOOK 14, PAGE 56, ALL OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 515.591 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod with cap set in the southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record in Document No. 2003285270 of the Official Public Records of Travis County, Texas, for the northwesterly corner hereof;

**THENCE**, along the southerly line of East 51st Street, over and across Lots 33-39 of said Ridgetop Gardens, being over and across said City of Austin tracts of record in Volume 2773, Page 8, Volume 2884, Page 462, Volume 2884, Page 469, Volume 2940, Page 2385, Volume 3063, Page 510, Volume 2992, Page 2172, Volume 621, Page 31 and Volume 428, Page 245, for the most northerly line hereof, the following eight (8) courses and distances:

- 1) S62°28'52"E, a distance of 502.02 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left having a radius of 1702.35 feet, a central angle of 06°13'00", an arc length of 184.71 feet and a chord which bears S66°07'07"E, a distance of 184.62 feet to a 1/2 inch iron rod with cap found for the end of said curve;
- 3) S68°43'22"E, a distance of 73.30 feet to a 1 inch iron bolt found for the point of curvature of a non-tangent curve to the right;
- 4) Along said non-tangent curve to the right having a radius of 1330.45 feet, a central angle of 08°18'52", an arc length of 193.07 feet and a chord which bears S64°32'56"E, a distance of 192.90 feet to a 1/2 inch iron rod found for the end of said curve;
- 5) S60°20'26"E, a distance of 147.97 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

- 6) Along said non-tangent curve to the right having a radius of 910.36 feet, a central angle of 25°35'26", an arc length of 406.60 feet and a chord which bears S47°40'24"E, a distance of 403.23 feet to a 1/2 inch iron rod found for the end of said curve;
- 7) S34°54'27"E, a distance of 106.67 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;
- 8) Along said non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 14°00'56", an arc length of 244.68 feet and a chord which bears S41°51'29"E, a distance of 244.07 feet to a 1/2 inch iron rod with cap set for the northernmost northeasterly corner hereof;

**THENCE**, leaving the southerly line of East 51st Street, continuing over and across said City of Austin tract of record in Volume 428, Page 245, for a portion of the northerly line hereof, the following nine (9) courses and distances:

- 1) S41°08'03"W, a distance of 393.66 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) S03°00'00"E, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) N87°00'00"E, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 4) Along said tangent curve to the right having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears S70°20'25"E, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 5) S47°40'51"E, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) S42°04'53"W, a distance of 259.62 feet to a 1/2 inch iron rod with cap set for an angle point;
- 7) S48°09'29"E, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for an angle point;
- 8) N42°17'44"E, a distance of 278.81 feet to a 1/2 inch iron rod with cap found for an angle point;
- 9) S42°54'23"E, a distance of 455.28 feet to a cut "X" found in concrete in the westerly line of that certain tract of land conveyed to the State of Texas by deed of record in Document No. 2000151986 of Official Public Records, being the easterly line of said City of Austin tract of record in Volume 428, Page 245, for an angle point hereof;

**THENCE**, S26°33'20"W, along a portion of the easterly line of said City of Austin tract of record in Volume 428, Page 245, being a portion of the westerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 26.13 feet to a punch hole found in concrete being an angle point in the easterly line of said City of Austin tract of record in Volume 428, Page 245 and the westernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986 for an angle point hereof;

**THENCE**, along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S57°42'29"E, a distance of 41.78 feet to a 3/8 inch iron pipe found for an angle point;
- 2) S28°33'02"W, a distance of 127.11 feet to a 1/2 inch iron rod found in the westerly line of that vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D of record in Volume 10942, Page 997 of said Real Property Records, for an angle point;

**THENCE**, S47°23'12"W, continuing along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, being the westerly line of said vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D, a distance of 104.60 feet to a 1/2 inch iron rod found at the southernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986, being the southwesterly corner of said vacated portion of Old Manor Road in Ordinance No. 880414-D, being the northwesterly corner of said vacated portion of Old Manor Road by Ordinance No. 880414-E of record in Volume 10942, Page 1004 of said Real Property Records, for an angle point hereof;

**THENCE**, S74°23'59"E, along the southerly line of said State of Texas tract of record in Document No. 2000151986, being the northerly line of said vacated portion of Old Manor Road in Volume 10942, Page 1004 and the southerly line of said vacated portion of Old Manor Road of record in Volume 10942, Page 997, for a portion of the northerly line hereof, a distance of 112.05 feet to a 1/2 inch iron rod found at the northeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 1004, being the southeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 997 and also being the northwesterly corner of said Lot 1, Block "A" Devonshire Park Section One Resubdivision;

**THENCE**, S62°09'12"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northerly line of said Block "A" Devonshire Park Section One Resubdivision, being the southerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 271.80 feet to a 1/2 inch iron rod found at the northwesterly corner of that certain 0.293 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

**THENCE**, along the westerly and southerly lines of said 0.293 acre State of Texas tract, over and across said City of Austin tract of record in Volume 2539, Page 103, over and across said vacated portion of Warwick Drive of record in Volume 10942, Page 1004 and over and across

said Block "A" and "B" Devonshire Park Section One Resubdivision, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S02°54'55"E, a distance of 183.39 feet to a cotton spindle found for an angle point;
- 2) N87°04'57"E, a distance of 53.72 feet to a cotton spindle found for the point of curvature of a non-tangent curve to the right;
- 3) Along said non-tangent curve to the right having a radius of 660.00 feet, a central angle of 02°16'57", an arc length of 26.29 feet and a chord which bears N88°10'51"E, a distance of 26.29 feet to a cotton spindle found at the southeasterly corner of said 0.293 acre State of Texas tract, being the southwesterly corner of that certain 0.349 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

**THENCE**, continuing over and across said City of Austin tract of record in Volume 2539, Page 103, along the southerly and easterly lines of said 0.349 acre State of Texas tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) Along a curve to the right having a radius of 660.00 feet, a central angle of 12°40'31", an arc length of 146.01 feet and a chord which bears S84°20'06"E, a distance of 145.71 feet to a cut "X" found in concrete at the southeasterly corner of said 0.349 acre State of Texas tract, for an angle point hereof;
- 2) N12°09'29"E, a distance of 64.44 feet to a 1/2 inch iron rod found in the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northeasterly corner of said 0.349 acre State of Texas tract and the southwesterly corner of that certain tract of land conveyed to the Carter Family Partnership by deed of record in Volume 11359, Page 163 of said Real Property Records and also being the southeasterly corner of said State of Texas tract of record in Document No. 2000151986, for an angle point hereof;

**THENCE**, S62°21'20"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the southerly line of said Carter Family Partnership tract, for a portion of the northerly line hereof, a distance of 940.56 feet to a point in the curving westerly line of Manor Road (80' R.O.W.), being the northeasterly corner of said City of Austin tract of record in Volume 2539, Page 103 and the southeasterly corner of said Carter Family Partnership tract, for the easternmost northeasterly corner hereof;

**THENCE**, along the westerly line of Manor Road, being the easterly line of said City of Austin tract of record in Volume 2539, Page 103, for a portion of the easterly line hereof, along a curve to the left having a radius of 757.02 feet, a central angle of 10°09'02", an arc length of 134.12 feet and a chord which bears S03°43'49"W, a distance of 133.94 feet to a 1/2 inch iron rod with cap found for the end of said curve;

**THENCE**, S01°21'12"E, continuing along the westerly line of Manor Road, in part the easterly line of said City of Austin tract of record in Volume 2539, Page 103 and in part along the easterly line of said Block "C", Devonshire Park Section Two and in part along the easterly line of said vacated portion of Lovell Drive of record in Ordinance No. 791011-K, and in part with the easterly line of said Block "F", Devonshire Park Section Two and over and across said City of Austin tract of record in Volume 1698, Page 382, a distance of 903.24 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

**THENCE**, continuing along the westerly line of Manor Road, over and across said City of Austin tracts of record in Volume 1698, Page 382, Volume 1814, Page 174, Volume 1714, Page 505 and said portion of vacated Kleberg Lane of record in Ordinance No. 570509-B, in part along the easterly lines of said City of Austin tracts of record in Volume 2927, Page 65, Volume 2178, Page 344, Volume 2171, Page 381, Volume 2692, Page 463 and Volume 2927, Page 65 and in part along the southeasterly line of said vacated portion of Old Manor Road of record in Ordinance No. 610105-A, for a portion of the easterly line hereof, the following seven (7) courses and distances:

- 1) Along a non-tangent curve to the right having a radius of 762.43 feet, a central angle of 111°22'08", an arc length of 1481.97 feet and a chord which bears S54°20'59"W, a distance of 1259.45 feet to a 1/2 inch iron rod with cap found for the end of said curve;
- 2) N69°58'23"W, a distance of 241.22 feet to a 1 inch bolt found for the point of curvature of a non-tangent curve to the left;
- 3) Along said non-tangent curve to the left having a radius of 1472.70 feet, a central angle of 51°30'54", an arc length of 1324.11 feet and a chord which bears S84°17'42"W, a distance of 1279.96 feet to a 1/2 inch iron rod found for the end of said curve;
- 4) S58°32'03"W, a distance of 1053.37 feet to a 1/2 inch iron rod found for an angle point;
- 5) S58°39'53"W, a distance of 54.14 feet to a 1/2 inch iron rod found for an angle point;
- 6) S49°31'01"W, a distance of 261.13 feet to a 1 inch bolt found for an angle point;
- 7) S49°28'18"W, a distance of 72.03 feet to a 1/2 inch iron rod found at the intersection of the westerly line of Manor Road with the northerly line of Anchor Lane (50' R.O.W.), for the southernmost southeasterly corner hereof;

**THENCE**, along the northerly line of Anchor Lane, being the southerly line of said City of Austin tracts of record in Volume 2211, Page 314, Volume 2927, Page 65 and Volume 682, Page 289, being in part the northerly line of vacated Ease 38 1/2 Street of record in Ordinance R, Page 249 and in part the northerly lines of Lots 1 and 2, Block "E" Manor Hill, a subdivision of record in Book 8, Page 10 of said Plat Records, for the most southerly line hereof, the following two (2) courses and distances:

- 1) N63°09'44"W, a distance of 1027.86 feet to a hilti nail found for an angle point;

EXHIBIT A – Page 16

- 2) N63°11'58"W, a distance of 1049.66 feet to a 1/2 inch iron rod found at the intersection of the northerly line of Anchor Lane with the easterly line of Airport Boulevard (160' R.O.W.), for the southwesterly corner hereof;

**THENCE**, along the easterly line of Airport Boulevard, being the westerly lines of said City of Austin tract of record in Volume 682, Page 289 and over and across said City of Austin tract of record in Volume 668, Page 396, for the southwesterly line hereof, the following two (2) courses and distances:

- 1) N07°42'43"W, a distance of 1926.44 feet to a 1/2 inch iron pipe found for the point of curvature of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 23°44'16", an arc length of 824.41 feet and a chord which bears N19°40'05"W, a distance of 818.53 feet to a 1/2 inch iron rod with cap set for the southernmost southeasterly corner of said 19.665 acre Catellus Austin, LLC. tract, for an angle point hereof;

**THENCE**, leaving the easterly line of Airport Boulevard, being the easterly line of said 19.665 acre Catellus Austin, LLC. tract, for the westerly line hereof, the following fifteen (15) courses and distances:

- 1) Along a curve to the right having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears N44°55'17"E, a distance of 18.43 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 2) N81°23'19"E, a distance of 362.05 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 3) Along said tangent curve to the right having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears S53°36'41"E, a distance of 106.77 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 4) S08°36'41"E, a distance of 34.00 feet to a 1/2 inch iron rod with cap set for an angle point;
- 5) N81°23'19"E, a distance of 50.00 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) N08°36'41"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 7) Along said tangent curve to the right having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears N36°23'19"E, a distance of 120.92 feet to a 1/2 inch iron rod with cap set for the end of said curve;



- 8) N81°23'19"E, a distance of 38.50 feet to a 1/2 inch iron rod with cap set for an angle point;
- 9) N08°36'41"W, a distance of 84.00 feet to a 1/2 inch iron rod with cap set for an angle point;
- 10) S81°23'19"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 11) Along said tangent curve to the right having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears N53°36'41"W, a distance of 78.49 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 12) N08°36'41"W, a distance of 65.11 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;
- 13) Along said tangent curve to the right having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears N09°27'14"E, a distance of 137.68 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 14) N27°31'08"E, a distance of 2746.46 feet to a 1/2 inch iron rod with cap set for an angle point;
- 15) N72°02'38"E, a distance of 23.59 feet to the **POINT OF BEGINNING**, containing an area of 515.591 acres (22,459,129 sq. ft.) of land, more or less, within these metes and bounds.

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**21.238 ACRES  
MUELLER TRACT 5  
FILM SOCIETY PROPERTY**

**FN NO. 04-407(MJJ)  
AUGUST 5, 2004  
BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 21.238 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 621, PAGE 31 AND VOLUME 428, PAGE 245 BOTH OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

EXHIBIT A ~ Page 18

015990 000603 AUSTIN 209088\_21.DOC

**BEGINNING**, at a 1/2 inch iron rod found in the curving southerly line of East 51st Street (R.O.W. varies), being the southwesterly corner of the westerly terminus of a portion of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981 and the southwesterly corner of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

**THENCE**, S62°29'38"E, leaving the southerly line of East 51st Street, over and across said City of Austin tract, along the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1 and also being a portion of the northerly line hereof, a distance of 328.97 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof;

**THENCE**, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tracts, for the easterly, southerly and westerly lines hereof, the following six (6) courses and distances:

- 1) S42°04'53"W, a distance of 816.39 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;
- 2) N47°40'51"W, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;
- 3) Along said tangent curve to the left having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears N70°20'25"W, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 4) S87°00'00"W, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;
- 5) N03°00'00"W, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) N41°08'03"E, a distance of 393.66 feet to a 1/2 inch iron rod with cap set in the curving southerly line of East 51st Street, for the northwesterly corner hereof;

**THENCE**, along the southerly line of East 51st Street, being a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 17°43'33", an arc length of 309.44 feet and a chord which bears S57°43'43"E, a distance of 308.21 feet to a 1/2 inch iron rod found for the end of said curve;
- 2) S66°37'37"E, a distance of 366.27 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

- 3) Along said non-tangent curve to the left having a radius of 1477.39 feet, a central angle of 13°23'28", an arc length of 345.30 feet and a chord which bears S73°16'55"E, a distance of 344.51 feet to the **POINT OF BEGINNING**, containing an area of 21.238 acres (925,134 sq. ft.) of land, more or less, within these metes and bounds.
- 

**16.839 ACRES  
MUELLER TRACT 6  
NATIONAL GUARD PROPERTY**

**FN NO. 04-312(MJJ)  
AUGUST 5, 2004  
BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 16.839 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.839 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a spike nail found in the southerly line of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981, being the southerly line of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas and also being a point in the westerly line of that certain 13.94 acre lease to the 911 Emergency Management Center, for the northeasterly corner hereof;

**THENCE**, S42°17'44"W, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tract, along a portion of the westerly line of said 13.94 acre lease tract, passing at a distance of 960.00 feet a 1/2 inch iron rod with cap found for the southwesterly corner of said 13.94 acre lease tract and continuing for a total distance of 1238.81 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

**THENCE**, continuing over and across said City of Austin tract, for the southerly and westerly lines hereof, the following two (2) courses and distances:

- 1) N48°09'29"W, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;
- 2) N42°04'53"E, a distance of 1076.01 feet to a 1/2 inch iron rod with cap set in the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, for the northwesterly corner hereof;

**THENCE**, S62°29'38"E, along a portion of the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1, for the northerly line hereof, a distance of 657.38 feet

to the **POINT OF BEGINNING**, containing an area of 16.839 acres (733,496 sq. ft.) of land, more or less, within these metes and bounds.

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**3.303 ACRES  
MUELLER TRACT 7  
WILBARGER CREEK**

**FN NO. 04-314(MJJ)  
AUGUST 5, 2004  
BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 3.303 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE A.B. SPEAR SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TWO (2) 2 ACRE TRACTS OF LAND CALLED "FIRST TRACT" AND "SECOND TRACT" CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2376, PAGE 157, A PORTION OF THAT CERTAIN 1.83 ACRE TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2683, PAGE 579, AND ALSO BEING A PORTION OF THAT CERTAIN 12,130 SQUARE FOOT TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 1111, PAGE 53 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.303 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a brass disc found in concrete in the curving southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

**THENCE**, along the curving southerly line of East 51st Street, being the most northerly line hereof, along a curve to the right having a radius of 852.39 feet, a central angle of 21°07'33", an arc length of 314.29 feet and a chord which bears S74°47'47"E, a distance of 312.51 feet to a 1/2 inch iron rod found at the northwesterly corner of Lot 1-A, Resubdivision of Lot 62, Manor Hills Section 8, a subdivision of record in Volume 17, Page 98 of said Plat Records, for the northernmost northeasterly corner hereof;

**THENCE**, leaving the southerly line of East 51st Street, along the westerly line of said Lot 1-A and along the westerly line and southerly line of Lot 8-A of said Resubdivision of Lot 62, Manor Hills Section 8, being a portion of the northerly line hereof, the following six (6) courses and distances:

- 1) S27°30'28"W, a distance of 25.31 feet to a 1/2 inch iron rod found for an angle point;
- 2) S23°04'23"W, a distance of 188.55 feet to a 5/8 inch iron pipe found at the southwesterly corner of said Lot 8-A, for an angle point hereof;
- 3) S39°44'32"E, a distance of 91.31 feet to a 1/2 inch iron rod with cap found for an angle point;

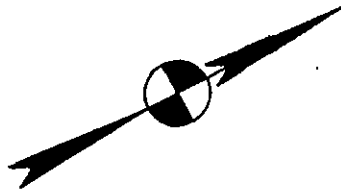
- 4) S25°32'32"E, a distance of 77.82 feet cut "X" in concrete found for an angle point;
- 5) S38°47'32"E, a distance of 175.06 feet to a 1/2 inch iron rod found for an angle point;
- 6) S58°36'11"E, a distance of 135.00 feet to a point in the curving westerly line of Old Manor Road (R.O.W. varies), being the southeasterly corner of said Lot 8-A, for the easternmost northeasterly corner hereof;

**THENCE**, along the curving westerly line of Old Manor Road, for the easterly line hereof, along a curve to the left having a radius of 2250.00 feet, a central angle of 04°46'58", an arc length of 187.82 feet and a chord which bears S51°34'00"W, a distance of 187.77 feet to a 1/2 inch iron rod found for the southeasterly corner hereof;

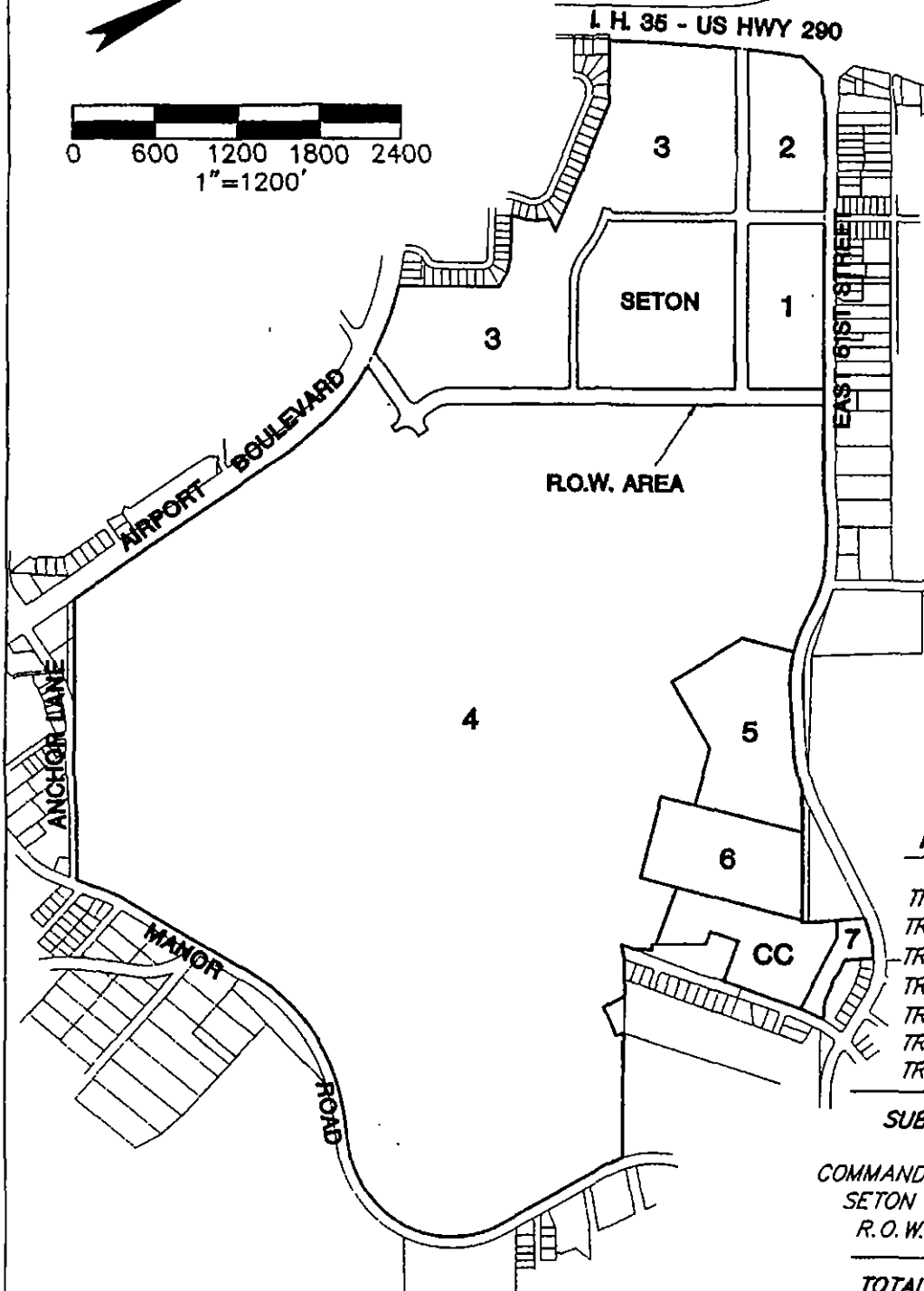
**THENCE**, leaving the westerly line of Old Manor Road, over and across said 1.83 acre tract, said 12,130 square foot tract, said 2 acre "Second Tract" and said 2 acre "First Tract", for the southerly line hereof, the following (2) courses and distances:

- 1) N35°04'40"W, a distance of 603.91 feet to a 1/2 inch iron rod with cap found for an angle point;
- 2) N64°41'10"W, a distance of 132.39 feet to a 1/2 inch iron rod with cap found in the easterly line of said Lot 1, being the westerly line of said 2 acre "First Tract", for the southwest corner hereof;

**THENCE**, N22°59'00"E, along a portion of the easterly line of said Lot 1, being a portion of the westerly line of said 2 acre "First Tract", for the westerly line hereof, a distance of 207.43 feet to the **POINT OF BEGINNING**, containing an area of 3.303 acres (143,875 sq. ft.) of land, more or less, within these metes and bounds.



0 600 1200 1800 2400  
1"=1200'



#### AREA SUMMARY TABLE

TRACT 1	=	15.857 ACRES
TRACT 2	=	14.460 ACRES
TRACT 3	=	59.629 ACRES
TRACT 4	=	515.591 ACRES
TRACT 5	=	21.238 ACRES
TRACT 6	=	16.839 ACRES
TRACT 7	=	3.303 ACRES

**SUBTOTAL = 646.917 ACRES**

COMMAND CENTER	=	13.944 ACRES
SETON TRACT	=	32.212 ACRES
R.O.W. AREA	=	19.665 ACRES

**TOTAL AREA = 712.738 ACRES**

**Bury+Partners**  
ENGINEERING SOLUTIONS  
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Austin, Texas 78746  
Tel. (512)328-0011 Fax (512)328-0325  
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## EXHIBIT OF RMMA REDEVELOPMENT

**CATELLUS**

**RMMA**

DATE: 10/27/04 FILE: H:\1400\01\140001X19.dwg

FN No.: N/A

DRAWN BY: M.J.J.

PROJ No: 1400-01

EXHIBIT B  
TO MASTER LICENSE AGREEMENT

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MASTER LICENSE AGREEMENT  
ANNEXATION NOTICE  
(Community Property)**

This Master License Agreement Annexation Notice (the "Annexation") is hereby made as of \_\_\_\_\_, 20\_\_, between CATELLUS AUSTIN, LLC, a Delaware limited liability company ("Benefited Party"), and the CITY OF AUSTIN, TEXAS, a Texas home rule city and municipal corporation (the "City"), with reference to the following facts:

1. Pursuant to Sections 1 and 2 of the Master License Agreement (Community Property) (the "Agreement") dated \_\_\_\_\_, 2004, the "Licensed Property" described on the property description attached hereto as Exhibit A and sketch attached hereto as Exhibit B is hereby annexed into the Agreement. The Licensed Property is subject to the terms and conditions of the Agreement.

2. The Licensed Property annexed hereby will be used for the following Community Improvements in accordance with the terms and conditions of the Master License Agreement:

\_\_\_\_\_.

3. The specifications for these Community Improvements are attached as Exhibit C.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Annexation to be effective as of the date first written above.

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the City of Austin, Texas, a home rule city and municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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



**CATELLUS:**

**CATELLUS AUSTIN, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS       §**

**§**

**COUNTY OF TRAVIS   §**

      This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public in and for the State of Texas

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

EXHIBIT A  
TO ANNEXATION NOTICE  
PROPERTY DESCRIPTION

EXHIBIT B  
TO ANNEXATION NOTICE  
SKETCH

EXHIBIT C  
TO ANNEXATION NOTICE  
SPECIFICATIONS

## EXHIBIT B

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MUELLER LICENSE AGREEMENT**  
(Private Improvements)

**STATE OF TEXAS           §**  
                                      **§**  
**COUNTY OF TRAVIS     §**

THIS MUELLER LICENSE AGREEMENT (this "Agreement") is made to be effective as of \_\_\_\_\_, 2004, by the CITY OF AUSTIN, TEXAS, a Texas home rule city and municipal corporation (the "City"), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement is the Manager of Real Estate Services Division of the Public Works Department ("Property Manager"), with reference to the following facts:

- (A) On the date of this Agreement, Catellus Austin, LLC, a Delaware limited liability company ("Catellus"), and the City have executed that certain Master Development Agreement (the "MDA"), pursuant to which Catellus, in its role as master developer, is to redevelop and/or sell portions of the property commonly known as the former Robert Mueller Municipal Airport, located in the City of Austin, Travis County, Texas, as more particularly described on Exhibit A attached hereto (the "Property").
- (B) As part of the redevelopment of the Property, Catellus intends to construct infrastructure (i.e., common streets and utilities) on the Property pursuant to the MDA.
- (C) Following completion of such infrastructure, tenants or other end-users will occupy certain vertical improvements (i.e., buildings, garages, and other amenities) constructed on individual lots of the Property (the "Construction") for their own private use.
- (D) Portions of the Construction on a lot may take place in adjacent current and/or future publicly dedicated areas (other than park land).
- (E) From time to time after the execution of this Agreement, to facilitate a private owner's use of certain Construction improvements for an adjacent lot (each lot, an "Adjacent Property"), the City intends to grant the Adjacent Lot owner (each such owner, a "Benefited Party") specific licenses to use and maintain such

improvements in the adjacent publicly dedicated area of the Adjacent Property (the "Licensed Property") as provided herein.

- (F) The redevelopment of the Property will occur over many years. The City intends that, during such redevelopment, Licensed Property will, from time to time, be continually added to this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Grant. Effective upon (a) Benefited Party's compliance with all procedures and requirements necessary to apply for a license agreement with the City (including submittal of an Application for License Agreement), and (b) execution of an Annexation Notice (herein so called) substantially in the form attached hereto as Exhibit B for each individual parcel of Licensed Property, the City hereby grants a license (the "License") to such Benefited Party to use and maintain the Licensed Property. Each Licensed Property, and the use to be made of each Licensed Property, will be more particularly described in the applicable Annexation Notice. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties, and subject to all present and future matters of record affecting the Licensed Property.
2. Purpose. The License granted hereby to use the Licensed Property is intended to include, without limitation, the installation, repair, maintenance and removal of improvements such as furniture, art, railings, signs, trash receptacles, trails, pavers, sidewalks, retaining walls, fences, trees, tree wells and grates, landscaping, irrigation systems, balconies, awnings, light fixtures, doors, cornices, and roof drains (which must be installed completely underground when it reaches ground level) (collectively, "Private Improvements"), as more particularly specified in the applicable Annexation Notice.
3. Successors and Assigns: Transfer of Ownership.
  - (a) This Agreement, until its termination or expiration, will automatically:
    - (i) inure to the benefit of the City, its successors and/or assigns,
    - (ii) inure to the benefit of each Benefited Party, their respective successors and/or assigns, and
    - (iii) run with the land (i.e., burden the Licensed Property through any transfers of the Licensed Property and benefit the Adjacent Property through any transfers of the Adjacent Property).
  - (b) Within 30 days following the filing of a deed transferring ownership of an Adjacent Property, the new owner thereof will deliver written notice of such transfer to the City together with its current mailing address and will update any changes to such mailing address in the same manner.

4. Consideration. The applicable Benefited Party covenants to properly and timely maintain the Private Improvements in good condition and repair, subject to reasonable wear, tear and casualty damage. As additional consideration for being granted the License in this Agreement, if the City causes damage to, or destruction of, the Private Improvements, the applicable Benefited Party covenants not to sue the City, or pursue other methods against the City to recover costs of repairing or replacing the Private Improvements, **SPECIFICALLY INCLUDING DAMAGES AND DESTRUCTION WHICH MAY RESULT FROM THE CITY'S STRICT LIABILITY, NEGLIGENCE OR MISCONDUCT.**
5. Term. This Agreement begins on the effective date hereof and continues thereafter for so long as any Licensed Property is covered by the terms of this Agreement.
6. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, sidewalks, bike paths, public art, roadways, or streets on, beneath, or above the surface of the Licensed Property (collectively, the "Facilities"). If the City's uses of the Licensed Property that are consistent with the foregoing provision substantially interfere with or destroy the Benefited Party's use of the Licensed Property, or any Private Improvements placed thereon or therein, then City will have the option to terminate this Agreement as to such specific Licensed Property and the Benefited Party must immediately remove its Private Improvements at its cost.
7. Conditions.
  - (a) Repair or Relocate Existing Facilities. The Benefited Party must pay all costs required to repair damage to any existing Facilities and the Benefited Party's Private Improvements, which are damaged or destroyed or are relocated as a result of activities under this Agreement by, or on behalf of, the Benefited Party.
  - (b) Removal or Modification of Private Improvements. The Benefited Party agrees to pay all costs required to remove or modify any Private Improvements now existing or to be replaced if the Property Manager determines that the Private Improvements need to be removed or modified. In the event such Private Improvements are removed and the removal of such Private Improvements cause this Agreement to be unnecessary as to a portion of the Licensed Property, this Agreement will automatically terminate as to such specific Licensed Property. In that event, the Benefited Party will have no further obligations under this Agreement or otherwise to maintain any such portion of the Licensed Property. Without the consent of the owners of the Adjacent Property (if more than one) a Benefited Party may not remove or modify the Private



Improvements. No person may materially modify Private Improvements without the consent of the City, except that the City's consent will not be required in the event the Private Improvements are wholly or partially destroyed and the Benefited Party reconstructs such Private Improvements to substantially the condition which existed immediately prior to such destruction, in accordance with all applicable laws.

- (c) Maintenance. Each Benefited Party will maintain its Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, each Benefited Party must timely and properly maintain its Private Improvements.
- (d) Special Provisions.
  - (i) Any roof drain Private Improvements must not discharge directly onto a sidewalk area, but must discharge directly into the storm drain system. Discharging directly to sidewalk area is grounds for immediately terminating this Agreement as to the specific Licensed Property. If the Property Manager determines that roof drain Private Improvements are not functioning as anticipated or are inadequate to drain all the roof water, Benefited Party must install additional or larger inlets into the storm drain system within 60 days after Property Manager sends notice to the applicable Benefited Party.
  - (ii) Any paver, irrigation system, or roof drain Private Improvements must be repaired or replaced within 48 hours of the time any damage is or should have been discovered by the applicable Benefited Party.
- (e) Recording. The City will file both this Agreement and each Annexation Notice in the Real Property Records of Travis County to inform all future owners of any interest in the Property of the existence of this Agreement and the obligations hereunder. The Benefited Party must file any assignment and assumption of its rights in the Real Property Records of Travis County.
- (f) City Removal. If the Property Manager deems it is necessary: (i) to exercise the City's rights or duties with respect to the Licensed Property, (ii) to protect persons or property, or (iii) for the public health or safety with respect to the Licensed Property, the City may enter the Licensed Property and remove the Community Improvements without giving notice and without incurring any obligation to the Benefited Party.

8. Insurance. During the term of this Agreement, each Benefited Party will provide insurance over the Licensed Property in accordance with the City's procedures and requirements for obtaining a license agreement, as amended from time to time.
9. Indemnification. Each Benefited Party as to its Licensed Property and related Private Improvements hereby fully indemnifies, saves, and holds harmless the City, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with, construction, installation, existence, operation, use maintenance, repair, restoration, or removal of the Private Improvements on its Licensed Property pursuant to this Agreement, **INCLUDING ANY INJURY, LOSS, OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES, OR ANY OF THEM.** The Benefited Party must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel reasonably satisfactory to Indemnitees' City Attorney, and pay all reasonable attorneys' fees and all other reasonable cost and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.
10. Termination and Default.
  - (a) Termination by a Benefited Party. A Benefited Party may terminate this Agreement as it relates to its Licensed Property by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination and the Benefited Party, following the request of the City, will remove all its Private Improvements from its Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a default of this Agreement and authorizes the Property Manager to notify the Benefited Party of the cost of such removal and disposal and the Benefited Party will pay such costs within 30 days of such notice.
  - (b) Termination by City. Subject to prior written notification to the Benefited Party, this Agreement is revocable by the Property Manager as to a specific Licensed Property if, as applicable to a Licensed Property:
    - (i) the Private Improvements, or a portion of them, interfere with the City's right-of-way,
    - (ii) the use of the right-of-way area which the Licensed Property is located becomes necessary for a public purpose, or

- (iii) the Private Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Private Improvements.
- (c) Termination by Abandonment. If the Benefited Party abandons or fails to maintain its Licensed Property, and the Property Manager receives no substantive response within 30 days following written notification to such Benefited Party, then the City may remove and/or replace all applicable Private Improvements. Benefited Party covenants to pay the City's reasonable and actual expenses incurred in connection therewith within 30 days after being billed therefor. All of the Benefited Party's Private Improvements not removed and located on the portion of the Licensed Property which has been removed from the jurisdiction of this Agreement are deemed property of the City when abandoned by the Benefited Party.
- (d) Default. The applicable Benefited Party will be in default under this Agreement if:
  - (i) such Benefited Party fails to pay within 10 days from the receipt of written demand any monetary payment then due under this Agreement, or
  - (ii) such Benefited Party fails to comply with the terms or conditions of this Agreement after the expiration of 30 days from the receipt of written notice to the applicable Benefited Party specifying in reasonable detail the terms and conditions not complied with, or
  - (iii) the Property Manager determines that any paver, irrigation system or roof drain Private Improvements are inadequate and the Benefited Party fails to cure or cannot cure, after notice of, and opportunity to cure, the default within the time frames set forth therein.
- (e) Remedies. Upon a default by a Benefited Party, the City will have, in addition to any and all other rights, remedies and recourses available at law or in equity, which may be exercised cumulatively, including specifically, the right (i) to terminate this Agreement as to the specific Licensed Property, and/or (ii) to perform or attempt to perform any unperformed covenant or agreement of a Benefited Party herein or in an Annexation Notice. For these purposes, Benefited Party hereby irrevocably authorizes the City to take any and all of the above-described action. All sums expended by the City for any of the above purposes are due and payable and secured by a lien on that portion of the Property owned by such Benefited Party, which lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Texas law, and costs of

collection (including attorneys and paralegals fees and expenses). Such lien will be superior to all other liens except for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the applicable Property, provided such mortgage or deed of trust lien was recorded in the Official Public Records of Travis County, Texas. In any lien enforcement action, the City may bid for the property at the foreclosure sale and acquire, hold, lease, mortgage, and convey the property.

11. Eminent Domain. If eminent domain is asserted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with the Benefited Party to effect the removal of the Benefited Party's affected Private Improvements thereon, at the Benefited Party's sole expense. The Benefited Party may retain all monies paid by the condemning authority for Private Improvements taken, if any.
12. Venue. Venue for all lawsuits concerning this Agreement must be in the State District Courts of Austin, Travis County, Texas.
13. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
14. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to the City:

City of Austin  
P.O. Box 1088  
Austin, Texas 78767-8839  
Attention: Real Estate Services Division

If to a Benefited Party:

To the address provided by the Benefited Party, or if no address is provided, to the record address for such party with the Travis Central Appraisal District.

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail.

15. Compliance with Laws. The Benefited Party covenants that all construction, installation, repair, maintenance, and removal of the Private Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
16. Interpretation. Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
17. Governing Law. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas.
18. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set forth herein.
19. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
20. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.
21. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement to be effective as of the date first written above.

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the City of Austin, Texas, a home rule city and municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

EXHIBIT A  
TO MUELLER LICENSE AGREEMENT  
PROPERTY

EXHIBIT B  
TO MUELLER LICENSE AGREEMENT

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MUELLER LICENSE AGREEMENT  
ANNEXATION NOTICE**  
(Private Improvements)

This Mueller License Agreement Annexation Notice (the "Annexation") is hereby made as of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ ("Benefited Party"), and the CITY OF AUSTIN, TEXAS, a Texas home rule city and municipal corporation (the "City"), with reference to the following facts:

1. Pursuant to Sections 1 and 2 of the Mueller License Agreement (Private Improvements) (the "Agreement") dated \_\_\_\_\_, 2004, the "Licensed Property" described on the property description attached hereto as Exhibit A and sketch attached hereto as Exhibit B is hereby annexed into the Agreement. The Licensed Property is subject to the terms and conditions of the Agreement.

2. The Licensed Property annexed hereby will be used for the following Private Improvements in accordance with the terms and conditions of the Mueller License Agreement:

\_\_\_\_\_.

3. The specifications for these Private Improvements are attached as Exhibit C.

4. The property attached hereto as Exhibit D is deemed an "Adjacent Property" under the Agreement. The Benefited Party agrees to be bound by the terms and conditions of the Agreement.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Annexation to be effective as of the date first written above.

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TEXAS       §**  
                                      **§**  
**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of the City of Austin, Texas, a home rule city and municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

**BENEFITED PARTY:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[INSERT APPROPRIATE ACKNOWLEDGEMENT FORM BASED ON ENTITY TYPE]

# ANNEXATION NOTICE ADJACENT PROPERTY OWNER'S CONSENT

The undersigned ("Adjacent Property Owner") as the owner of the Adjacent Property referenced in this Annexation hereby consents to the Mueller License Agreement (Private Improvements) dated \_\_\_\_\_, 2004 (as amended, modified and supplemented, from time to time) and this Mueller License Agreement Annexation Notice (Private Improvements) and agrees to be bound by the terms thereof.

Notice Address of Adjacent Property Owner	ADJACENT PROPERTY OWNER:
_____	_____
_____	By: _____
_____	Name: _____
Attention: _____	Title: _____

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

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

ANNEXATION NOTICE  
ADJACENT PROPERTY LIENHOLDER CONSENT

The undersigned ("Lienholder"), which holds lien(s) on the Adjacent Property, including, without limitation, the following lien:

deed of trust/mortgage \_\_\_\_\_ dated \_\_\_\_\_ executed by  
\_\_\_\_\_ to \_\_\_\_\_ and recorded on  
\_\_\_\_\_ under Document Number \_\_\_\_\_ in the Real Property  
Records of Travis County, Texas;

hereby consents to the Mueller License Agreement (Private Improvements) dated \_\_\_\_\_, 2004 (as amended, modified and supplemented, from time to time) and this Mueller License Agreement Annexation Notice (Private Improvements) and agrees that its liens are subject and subordinate to the Agreement, and that the undersigned has the authority to bind the Lender, and that all acts necessary to bind the Lender have been taken.

Notice Address of Lienholder  _____ _____ _____ Attention: _____	LIENHOLDER:  _____  By: _____ Name: _____ Title: _____
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STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, of  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said  
\_\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas

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

EXHIBIT A  
TO ANNEXATION NOTICE  
PROPERTY DESCRIPTION

EXHIBIT B  
TO ANNEXATION NOTICE  
SKETCH

EXHIBIT C  
TO ANNEXATION NOTICE  
SPECIFICATIONS

EXHIBIT D  
TO ANNEXATION NOTICE  
ADJACENT PROPERTY