



**AGENDA
DEVELOPMENT AUTHORITY BOARD
CITY OF LEANDER, TEXAS**

SAN GABRIEL CONFERENCE ROOM
201 North Brushy Street - Leander, Texas

Monday - August 1, 2022 at 8:30 AM



Place 1 – Christine DeLisle - *Chair*
Place 2 – Cynthia Long
Place 3 – Joseph Eckels

Place 4 – Andrew Naudin
Place 5 – Kelsey Stone

1. Call to Order.
2. Roll Call.

CONSENT AGENDA: ACTION

3. Approval of minutes for meeting held on March 10, 2022.

REGULAR AGENDA

4. Discuss and consider action on the Third Addendum to the Development and Reimbursement Agreement for the Village at Leander Station.
5. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Development Authority Board reserves the right to adjourn into Executive Session on any of the above posted agenda items in accordance with the Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations] or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 28 day of July 2022 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
08/01/2022

AGENDA SUBJECT:

Approval of minutes for meeting held on March 10, 2022.

BACKGROUND:

Attached are the minutes for the meeting held on March 10, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



**MINUTES
DEVELOPMENT BOARD AUTHORITY
CITY OF LEANDER, TEXAS**

San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
March 10, 2022



**Place 1 – Christine DeLisle - Chair
Place 2 – Cynthia Long
Place 3 – Joseph Eckels**

**Place 4 – Andrew Naudin
Place 5 – Kelsey Stone**

1. Call to Order at 8:37 a.m.
2. Roll Call reflected Commissioner Eckels and Commissioner Naudin absent.

CONSENT AGENDA: ACTION

Motion by Commissioner Cynthia Long, Seconded by Commissioner Kelsey Stone to approve minutes for July 12, 2021 and January 27, 2022.

Vote: 3 - 0

3. Approval of Minutes for meetings held on July 12, 2021 and January 27, 2022.

REGULAR AGENDA

4. Discuss and consider action on amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.

Motion by Commissioner Cynthia Long, Seconded by Chair Christine DeLisle to approve amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.

Vote: 3 - 0

5. Adjourned 8:38 a.m.

APPROVED:

CHAIR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
08/01/2022

AGENDA SUBJECT:

Discuss and consider action on the Third Addendum to the Development and Reimbursement Agreement for the Village at Leander Station.

BACKGROUND:

The City, TIRZ #1, the Leander Development Authority, and Transit Village Investments, Ltd. are parties to that certain Development and Reimbursement Agreement for the Village at Leander Station, which has been amended by subsequent amendments (the “TVI Agreement”). Northline Leander Development Company (“NLDC”) is the owner of 45.3395 acres of land, which is a portion of the real property covered by the TVI Agreement (the “NLDC Property”). In connection with the conveyance of the NLDC Property by TVI to NLDC, NLDC received an Assignment of Partial Interest in the TVI Agreement from TVI of all Developer’s right, title, and interest in and to all amounts, payments and credits due and payable to TIV under the Agreement with respect to the NLDC Property. To simplify that assignment and the agreement between TVI and NLDC, the purpose of this Third Addendum is to amend the TVI Agreement to remove the NLDC Property from the TVI Agreement and make it solely subject to the Northline TIRZ Reimbursement Agreement. TIRZ reimbursements for the property tax increment from the NLDC Property for calendar year 2022 and forward shall be paid to NLDC, subject to the terms, conditions, limitations, and priorities in the Northline TIRZ Reimbursement Agreement. Further, the Third Addendum amends the definition of Applicable Regulations applicable to the TVI property to encompass zoning changes and amendments adopted after the original effective date of the TVI Agreement.

PRESENTER:

Paige Saenz

Attachments

1. Third Addendum TVI
2. Assignment of Partial Interest
3. Location Map

THIRD ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION

This Third Addendum to Development and Reimbursement Agreement for the Village at Leander Station (this “**Third Addendum**”) is made, entered into, and effective, as of the Effective Date, as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the “**City**”); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code*, and the *City Charter* of the City of Leander (the “**Authority**”); REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the “**Zone**”); TRANSIT VILLAGE INVESTMENTS, LTD., a Texas limited partnership (“**Developer**”); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership (“**NLDC**”).

WHEREAS, the City executes this Third Addendum for the limited purposes of: (1) approving this Third Addendum as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the City.

WHEREAS, NLDC is the owner of 45.3395 acres of land more particularly described in a Deed executed by Developer to NLDC recorded under Document No. 2018031159 in the Official Public Records of Williamson County, Texas (the “**NLDC Property**”), which is a portion of the real property covered by the Agreement, and in connection with the sale and conveyance of the NLDC Property by Developer to Northline Leander Development Company, LLC (NLDC’s predecessor-in-interest), NLDC received an Assignment of Partial Interest in Development Agreement from Developer of all Developer’s right, title, and interest in and to all amounts, payments and credits due and payable to Developer under the Agreement with respect to the NLDC Property, subject to certain agreements between Developer and NLDC with respect to allocation of reimbursements as between them, but not with respect to any of the rest of the Property covered by the Agreement. All of Northline Leander Development Company, LLC’s right, title and interest in and to the agreements between Northline Leander Development Company, LLC and Developer have been assigned to NLDC by Assignment recorded under Document No. 2022069967 of the Official Public Records of Williamson County, Texas, as part of the conveyance of the NLDC Property as part of the conveyance of the Northline property to NLDC by Deed recorded under Document No. 2022069952 of the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Third Addendum shall, if defined in the Agreement and not specifically modified in this Third Addendum, have the same definition and meaning as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING. The terms, conditions and provisions of the Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011, with the Leander Development Authority, the City of Leander, and the Reinvestment Zone Number One,

City of Leander, Texas (the “**Original Agreement**”), as modified and amended by (i) Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated March 15, 2012 (the “**Addendum**”), (ii) Amended Addendum to the Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014 (the “**First Amended Addendum**”), and (iii) by Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station dated May 5, 2016 (the “**Second Addendum**”), which Second Addendum is recorded under Document No. 2016043754 in the Official Public Records of Williamson County, Texas, shall be and remain in full force and effect for all purposes, save and except as amended and modified below. The Original Agreement, as amended by the Addendum, the First Amended Addendum and the Second Addendum is hereinafter referred to as the “**Agreement**”. Words and phrases used in this Third Addendum shall, if defined in the Agreement and not specifically modified by this Third Addendum, shall have the definition and meaning as provided in the Agreement.

Section 3. LIMITED PURPOSE OF THIRD ADDENDUM. The purpose of this Third Addendum is to amend the Agreement to amend the definition of Applicable Regulations and to provide that the Property Tax Increment Receipts with respect to the NLDC Property shall be treated separately and independently from the Property Tax Increment Receipts for the rest of the Property, and shall be subject to and defined by the terms, conditions, and limitations of the NLDC Agreement (defined below).

Section 4. AMENDMENTS OF AGREEMENT.

(a) Section 2.01 of the Original Agreement is hereby amended in its entirety to read as follows:

2.01. “Applicable Regulations” means all applicable federal and State law, including environmental regulations, and the City’s Code of Ordinances, including the Smart Code, the TODD PUD Ordinance, the Village at Leander Station MF PUD, established by Ordinance No. 13-036-00, as amended from time to time, the ALTA Leander Station PUD established by Ordinance No. 20-044-00, as amended from time to time, the Leander Marketplace PUD established by Ordinance No. 21-065-00, as amended from time to time, and all other ordinances, rules, regulations, technical manuals, official policies, and applicable building and construction code of the City that exist on the Effective Date, except as specifically modified by this Agreement.

(b) Accordingly, the Parties agree that effective as of April 1, 2022, the Agreement shall be amended as follows:

(a) The “**Parties**” shall mean the Authority, Developer and NLDC.

(b) The “**Property**” shall mean all of the 144.7 acres of land located generally northeast of the intersection of US 183 and RR 2243 in the City of Leander, Williamson County, Texas, said land being located in TIRZ #1 and the TODD PUD, and being more particularly described in **Exhibit “A,”** which is attached hereto for all purposes, SAVE AND EXCEPT the NLDC Property. Effective as of January 1, 2022, the NLDC Property shall be removed from the description of the Property in

this Agreement and the NLDC Property shall no longer be subject to this Agreement and shall be subject to the Development and Reimbursement Agreement for Northline Leander Development, as amended from time to time (the “NLDC Agreement”) by and among the City, the Authority, the Zone and NLDC.

(c) The remaining balance of the Reimbursement Amount as of the effective date of this Third Addendum is \$571,883.95 (the “Developer Reimbursement Amount”).

(d) The Authority will pay to Developer the portion of the Payment Account attributable to the Property and the NLDC Property through December 31, 2021. Beginning January 1, 2022, the Authority will pay the portion of the Payment Account attributable to the remainder of the Property, specifically excluding the NLDC Property, to Developer on or before April 30th of each calendar year until the first to occur of (a) the expiration or earlier termination of the Agreement, or (b) the full amount of the Developer Reimbursement Amount has been paid to Developer. Beginning January 1, 2022, the Authority will pay the portion of the Payment Account attributable to the NLDC Property to NLDC on or before April 30th of each calendar year in accordance with and subject to the terms, conditions, and limitations of the NLDC Agreement.

(e) NLDC’s rights under the Agreement as relates to the NLDC Property may be assigned by NLDC to one or more purchasers of all or part of the NLDC Property; provided, however, the Authority shall not be required to recognize any such assignment unless and until a true and accurate copy of the fully executed assignment document has been delivered to the Authority.

(f) Any notice mailed to NLDC shall be addressed to:

Northline Leander Development Company, LP
2106 Woolridge Drive
Austin, Texas 78703
Attn: Alex Tynberg

With required copy to:

R. Alan Haywood
Graves, Dougherty, Hearon & Moody
P.O. Box 98
Austin, Texas 78767

(l) NLDC confirms and agrees that it shall have no right, title or interest in and to any of the Property Tax Increment Receipts, the Property Tax Basic Amount, or the Property Tax Additional Amount related to any of the Property covered by the Agreement prior to December 31, 2021. Beginning January 1, 2022, NLDC shall

have all rights to the Property Tax Increment Receipts, the Property Tax Basic Amount and the Property Tax Additional Amount related to the NLDC Property, as those terms are defined in the NLDC Agreement, and Developer shall have all rights to the Property Tax Increment Receipts, the Property Tax Basic Amount and the Property Tax Additional Amount related to all remaining Property, specifically excluding the NLDC Property. Developer confirms and agrees that it shall have no right, title or interest in and to any of the Property Tax Increment Receipts, the Property Tax Basic Amount, or the Property Tax Additional Amount related to the NLDC Property on or after January 1, 2022.

Section 5. MISCELLANEOUS.

(a) This Third Addendum, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

(b) The terms and provisions hereof shall be binding upon the Developer and NLDC, and their respective successors and assigns.

(c) The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Third Addendum and the Agreement, this Third Addendum will control and modify the Agreement.

(d) This Third Addendum may be executed in any number of counterparts, including, without limitation, facsimile counterparts or images of executed signatures transmitted by electronic format (including, without limitation, “.pdf”, “.tif” or “.jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign), with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement. The use of electronic signatures and electronic records generated, sent, communicated, received or stored by electronic means shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

(e) To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of the Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

(f) To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise

required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(g) To the extent the Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

(h) To the extent the Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) ‘discriminate against a firearm entity or firearm trade association’ means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to

wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

[separate signature pages follow]

EXECUTED each of the Parties on the date of their respective acknowledgements to be effective the date of the last such acknowledgement (the “**Effective Date**”).

CITY OF LEANDER, TEXAS

By: _____
Richard B. Beverlin, III, City Manager

ATTEST:

Dara Crabtree,
City Secretary

APPROVED AS TO FORM:

By: _____
Paige H. Saenz,
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2022, personally appeared Richard B. Beverlin, III, City Manager, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

LEANDER DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2022, personally appeared _____, _____, on behalf of the Leander Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

REINVESTMENT ZONE NUMBER ONE,
CITY OF LEANDER

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2022, personally appeared _____, _____, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

TRANSIT VILLAGE INVESTMENTS, LTD.,
a Texas limited partnership

By: TVI GP, LLC, a Texas limited liability
company, its General Partner

By: _____
Lance R. Hughes, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Lance R. Hughes, as Manager of TVI GP, LLC, a Texas limited liability company, as General Partner of Transit Village Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public -- State of Texas

NORTHLINE LEANDER DEVELOPMENT
COMPANY, LP

By: NLDC GP, LLC, a Texas limited liability
company, General Partner

By: Tynberg, LLC, a Texas limited liability
company, Manager

By: _____
Alex Tynberg, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said
limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on
behalf of said limited liability company as the General Partner of NORTHLINE LEANDER
DEVELOPMENT COMPANY, LP, a Texas limited partnership, on behalf of said limited
partnership.

NOTARY PUBLIC, State of Texas

EXHIBIT A

TRACT NO. 1: Being 61.05 acres of land, more or less, known as Lot 2, San Gabriel Park, a Subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Y, Slide 364, Plat Records of Williamson County, Texas.

TRACT NO. 2: Being 4.33 acres of land, more or less, out of the William Mandl Survey, Abstract No. 437, and the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, and being more particularly described as Tract B in metes and bounds attached hereto as Exhibit "A-1".

TRACT NO. 3: Being 94.24 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, and the Elijah Harmon Survey, Abstract No. 6, in Williamson County, Texas, and being more particularly described as Tract A in metes and bounds attached hereto as Exhibit "A-1".

EXHIBIT A-1

UDG #99-085
FN # 764

Leander Tracts
Williamson County, Texas

DESCRIPTION

DESCRIBING TWO TRACTS OF LAND HEREINAFTER REFERRED TO AS TRACT A, AND TRACT B, TRACT A, CONTAINING 94.24 ACRES AND BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125 AND THE ELIJAH HARMON SURVEY A-6, WILLIAMSON COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS BEING ALL OF THAT 23.41 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO LEANDER PARTNERS, LTD. EXECUTED ON FEBRUARY 14, 2002 AND RECORDED IN DOCUMENT NUMBER 2002014215 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND ALSO BEING THE REMAINING PORTION OF THAT 71.146 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO LEANDER PARTNERS, LTD. EXECUTED ON FEBRUARY 14, 2002 AND RECORDED IN DOCUMENT NUMBER 2002014216 OF SAID OFFICIAL PUBLIC RECORD, TRACT B, CONTAINING 4.33 ACRES AND BEING A PART OF THE WILLIAM MANCIL SURVEY, A-437 AND THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS BEING THE REMAINING PORTION OF THAT 5.24 ACRE TRACT DESCRIBED IN THE SAID DOCUMENT NUMBER 2002014216, SAID TRACT A AND TRACT B BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

TRACT A, 94.24 ACRES

BEGINNING at an iron rod found at the southwest corner of said 71.146 acre tract, said iron rod also being in the east right-of-way line of the Austin and Northwestern Railroad as described in a quit-claim deed to the City of Austin as recorded in Volume 1417 Page 282 of the Official Records of said County:

THENCE, with the common line of said 71.146 acre tract and the Austin and Northwestern Railroad, N21°04'35"W, 1,274.19 feet to an iron rod set at the southwest corner of Lot 1 of San Gabriel Park, a subdivision recorded in Cabinet Y Slides 364-367 of the Plat Records of said County;

THENCE, with the south line of said Lot 1, N68°53'56"E, 233.70 feet to an iron rod set in the south line of said Lot 1 at the southern most west corner of Lot 2 of said San Gabriel Park, said iron rod also being in a north line of said 71.146 acre tract;

THENCE, with the common line of said 71.146 acre tract and Lot 2, the following six courses:

- 1) N89°23'28"E, 244.36 feet to an iron rod set;
- 2) N88°57'28"E, 514.09 feet to an iron rod set;
- 3) N88°15'02"E, 93.74 feet to an iron rod set;
- 4) N89°01'20"E, 64.20 feet to an iron rod set;

- 5) N72°21'08"E, 47.15 feet to an iron rod set;
- 6) N88°31'51"E, 185.62 to an iron rod found at the southeast of said Lot 2, same being a southwest corner of that 101.01 acre tract of land described in a deed to JLTS Investments as recorded in Document Number 1999941721 of said Official Public Records;

THENCE, with the common line of said 71.146 acre tract and the 101.01 acre tract, the following five courses;

- 1) N88°30'12"E, 338.67 feet to an iron rod set;
- 2) N84°33'43"E, 56.88 feet to an iron rod found;
- 3) N76°37'12"E, 52.75 feet to an iron rod set;
- 4) N74°43'36"E, 106.62 feet to an iron rod set;
- 5) N74°17'41"E, 482.07 feet to an iron rod found at a northeast corner of said 71.146 acre tract, same being the northwest corner of that 9.16 acre tract described in a deed to Malcolm Leo Nauman and Virginia Nauman as recorded in Document Number 2003009014 of said Official Public Records;

THENCE, with the common line of said 71.146 acre tract and the 9.16 acre tract, S54°48'53"E, 139.40 feet to an iron rod found at the northwest corner of that 23.402 acre tract described in a deed to House Medical Center Convalescent Home, Incorporated as recorded in Volume 1726 Page 941 of the said Deed Records;

THENCE, with the common line of said 71.146 acre tract and the 23.402 tract, 521°38'49"E, 1,913.59 feet to an iron rod found at the southeast corner of said 71.146 acre tract, same being the southwest corner of said 23.402 acre tract and also being in the north right-of-way line of FM 2243;

THENCE, with the common line of said 71.146 acre tract and the north line of FM 2243, the following two courses;

- 1) S70°26'57"W, 86.91 feet to an iron rod set;
- 2) Along a curve to the right having a radius of 5769.58 feet , an arc length of 9.79 feet, a central angle of 00°05'50" and a chord which bears S70°24'02"W, 9.79 feet to an iron rod found at a southwest corner of said 71.146 acre tract, same being the southeast corner of that 12.12 acre tract of land described in a deed to Harvey Evans and Gloria Evans as recorded in Volume 1135 Page 7 of the said Official Public Records;

THENCE, with a common line of said 71.146 acre tract and the 12.12 acre tract, N21°15'51"W, 321.79 feet to an iron rod found at the northeast corners of the said 12.12 acre tract;

THENCE, with a common line of said 71.146 acre tract and the 12.12 acre tract, S67°45'06"W, 777.42 feet to an iron rod found at a southwest corner of said 71.146 acre tract same be the southeast corner of said 23.41 acre tract recorded in Document Number 2002014215;

THENCE, with the common line of said 23.41 acre tract and the 12.12 acre tract, 567°49'16"W, 896.02 feet to an iron rod found at the southwest corner of the said 23.41 acre tract, same being the northwest corner of said 12.12 acre tract and also being in the east right-of-way line of East Street (55' R.O.W., dedicated Volume 33 Page 549, said Official Public Records);

THENCE, with the common line of said 23.41 acre tract and East Street, N21°00'44"W, 1,067.99 feet to an iron rod found at the northwest corner of said 23.41 acre tract, same being the northeast corner of said East Street and an interior corner of said 71.146 acre tract;

THENCE, with the common line of said 71.146 acre tract and East Street and the City of Leander, as recorded in said Volume 33 Page 549, S67°32'15"W, 554.12 feet to an iron rod found at the northwest corner of Lot 2 Block 2 of said City of Leander, same being an interior corner of said 71.146 acre tract;

THENCE, with the common line of said 71 146 acre tract and Lot 2 Block 2 S21 °06'45"E, 18.50 feet to an iron rod set at a southeast corner of said 71.146 acre tract;

THENCE, with a south line of said 71.146 acre tract, S68°34'33"W, 101.35 feet to the POINT OF BEGINNING and containing 94.24 acres of land.

TRACT B, 4.33 ACRES

BEGINNING at an iron rod found at the northwest corner of the said 5.24 acre tract of land described in Document Number 2002014216, same being the southwest corner of that 5.855 acre tract of land described in said deed to Sam Winters and Roy Butler recorded in Volume 511 Page 54 of the said Deed Records, said iron rod also being in the east right-of-way line of U.S. Highway 183 (120' R.O.W)

THENCE, with the common line of said 5.24 acre tract and the 5.855 acre tract, N67°34'25"E, 108.00 feet to an iron rod found at the northeast corner of said 5.24 acre tract, same being the southeast corner of said 5.855 acre tract and in the west right-of-way line of said Austin and Northwestern Railroad;

THENCE, with the common line of said 5.24 acre tract and the Austin and Northwestern Railroad, S21°07'1 1"E, 1,719.08 feet to an iron rod set at the northeast corner of that 0.91 of an acre of land described in a deed to Capital Metropolitan Transportation Authority as recorded in Document Number 2004089006 of the said Official Public Records;

THENCE, through the interior of said 5.24 acre tract and with the north line of the said 0.91 acre tract, the following two courses:

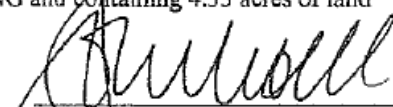
- 1) S69°00'05"W, 80.83 feet to an iron rod set;
- 2) S21°43'25"W, 36.73 feet to an iron rod set at the northwest corner of the said 0.91 acre tract, same being in the common line of said 5.24 acre tract and U.S. Highway 183;

THENCE, with said common line of the 5.24 acre tract and U.S. Highway 183, the following two courses:

- 1) Along a curve to the right having a radius of 1851.68 feet, an arc length of 147.86 feet, a central angle of 4°34'31" and a chord which bears N23°15'58"W, 147.83 feet to an iron rod found;
- 2) N20°59'55"W, 1,595.66 feet to the POINT OF BEGINNING and containing 4.33 acres of land

Surveyed by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040




John Noell, R.P.L.S. #2433

Date: 12.22.06

Map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

ASSIGNMENT OF PARTIAL INTEREST IN DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS Assignment of Partial Interest in Development Agreement (this "**Assignment**") is executed and delivered to be effective as of the date set forth below (the "**Effective Date**"), by and between TRANSIT VILLAGE INVESTMENTS, LTD., a Texas limited partnership ("**TVI**"), with an address of 2215 Westlake Drive, Suite 300, Austin, Texas 78746, Attn: Lance Hughes, and NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership ("**NLDC**"), with an address of 2106 Woolridge Drive, Austin, Texas 78703, Attn: Alex Tynberg, with respect that certain tract of land containing 45.3395 acres, more or less, and being a part of Lot 2, SAN GABRIEL PARK, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet Y, Slide 364 of the Plat Records of Williamson County, Texas, said 45.3395 acres being more particularly described in Deed executed by TVI to NLDC recorded under Document No. 2018031159 in the Official Public Records of Williamson County, Texas (the "**NLDC Property**").

The NLDC Property comprises a portion of the 144.7 acres described in and subject to that certain Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011, with the Leander Development Authority, the City of Leander, and the Reinvestment Zone Number One, City of Leander, Texas, as modified and amended by Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated March 15, 2012, by Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014, by Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station dated May 5, 2016, with Second Amended Addendum Development and Reimbursement Agreement for the Village at Leander Station is recorded under Document No. 2016043754 in the Official Public Records of Williamson County, Texas (collectively, the "**Development Agreement**"). The Development Agreement pertains to a total of 144.7 acres of land, including the NLDC Property.

For good and valuable consideration, TVI hereby sells, assigns, transfers, sets over, and conveys to NLDC all of TVI's right, title, and interest in and to all amounts, payments, and credits due and payable to TVI under the Development Agreement applicable to the NLDC Property from and after January 1, 2022 (the "**Assigned Interest**"); provided, however, it is expressly understood and agreed that TVI retains all of its right, title, and interest under the Development Agreement to seek reimbursements for amounts, payments and credits due to TVI under the Development Agreement applicable to the NLDC Property prior to December 31, 2021.

NLDC hereby assumes the obligations of TVI under or with respect to the Development Agreement, to the extent of the Assigned Interest and as it relates to the NLDC Property, arising from and after January 1, 2022. NLDC shall defend, indemnify, and hold harmless TVI from and against any liabilities, losses, damages, causes of action, costs, and expenses (including,

without limitation, reasonable attorney's fees, associated legal expenses and costs of court) incurred by TVI by reason of the failure of NLDC to fulfill, perform, discharge and observe its obligations under or with respect to the Development Agreement, solely as it relates to the NLDC Property and solely to the extent of the Assigned Interest, arising from and after January 1, 2022. TVI shall defend, indemnify, and hold harmless NLDC from and against any liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, associated legal expenses and costs of court) incurred by NLDC by reason of the failure of the TVI to fulfill, perform, discharge and observe its obligations (i) under or with respect to the Development Agreement arising prior to January 1, 2022, and (ii) under or with respect to the Development Agreement, except as it relates to the NLDC Property and except to the extent of the Assigned Interest, arising from and after January 1, 2022.

NLDC and TVI hereby further agree that TVI shall be entitled to receive one hundred percent (100%) of all reimbursements under the Development Agreement related to the NLDC Property through December 31, 2021. Beginning January 1, 2022, TVI agrees that the NLDC Property shall be removed from the Development Agreement and shall be added to the Development and Reimbursement Agreement for the Northline Leander Development by and among the City, the Authority, the Zone and NLDC (the "**NLDC Development Agreement**") and NLDC shall be entitled to one hundred percent (100%) of all reimbursement proceeds payable by the City, the Authority or the Zone for the NLDC Property.

This Assignment can be executed in counterparts, each of which shall be original and, when signed and delivered by all parties, together will constitute a fully executed and binding Assignment.

(remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Partial Interest in Development Agreement to be executed on the dates of their respective acknowledgements below to be effective as of the date of the last such acknowledgement.

TVI:

TRANSIT VILLAGE INVESTMENTS, LTD.,
a Texas limited partnership

By: TVI GP, LLC, a Texas limited liability
company, its General Partner

By: _____
Lance R. Hughes, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Lance R. Hughes, as Manager of TVI GP, LLC, a Texas limited liability company, as General Partner of Transit Village Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public -- State of Texas

NLDC:

NORTHLINE LEANDER DEVELOPMENT
COMPANY, LP

By: NLDC GP, LLC, a Texas limited liability
company, General Partner

By: Tynberg, LLC, a Texas limited liability
company, Manager

By: _____
Alex Tynberg, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as the General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, State of Texas

EXHIBIT "A-1 "

Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 45.3395 ACRES (1,974,990 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 45.3395 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wards.com
www.4wards.com

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way), conveyed in Document No. 2000020773 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the southwest corner of a called 12.931 acre tract conveyed to Area Leander 1, L.P. in Document No. 2016069577 (O.P.R.W.C.T.), and being the northwest corner of said Lot 2, for the northwest corner hereof, from which a 1/2-inch iron rod found at the intersection of the south right-of-way line of San Gabriel Parkway (right-of-way width varies), partially dedicated in Document No. 2004068740 (O.P.R.W.C.T.), and the east right-of-way line of said Railroad, bears N21°12'43"W, a distance of 477.90 feet;

THENCE, leaving the east right-of-way line of said Railroad, with the common line of said 12.931 acre tract and said Lot 2, the following four (4) courses and distances:

- 1) N70°11'45"E, a distance of 314.90 feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) N70°43'28"E, a distance of 728.71 feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) N69°06'10"E, a distance of 90.47 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 4) N71°06'42"E, a distance of 61.67 feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, being an angle point in the west right-of-way line of Mel Mathis Boulevard (right-of-way width varies), partially dedicated in Document No. 2014077239 (O.P.R.W.C.T.), and being the northeast corner of said Lot 2;

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, the following three (3) courses and distances:

- 1) S20°36'40"E, a distance of 1,117.48 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 2) S20°26'00"E, a distance of 27.68 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
- 3) S20°29'52"E, a distance of 128.25 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof;

THENCE, with the east line of said Lot 2, in part being the west right-of-way line of Mel Mathis Boulevard, and in part being the west line of a called 3.827 acre tract conveyed to the City of Leander, Texas in Document No. 2014005725 (O.P.R.W.C.T.), S20°28'10"E, a distance of 493.39 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and being an angle point in the common line of said Lot 2 and said 3.827 acre tract;

THENCE, continuing with the common line of said Lot 2 and said 3.827 acre tract, the following seven (7) courses and distances:

- 1) S22°49'04"E, a distance of 50.01 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,

- 2) S16°12'32"E, a distance of 67.74 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 3) S21°18'20"E, a distance of 61.32 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 4) S20°56'16"E, a distance of 136.77 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 5) S21°13'59"E, a distance of 70.93 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 6) S25°02'37"E, a distance of 366.51 feet to a Mag nail with "4Ward Boundary" washer set for an angle point hereof, and
- 7) S24°25'23"W, a distance of 17.00 feet to a calculated point for southeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the common line of said Lot 2 and said 3.827 acre tract bears S24°25'23"W, a distance of 33.09 feet;

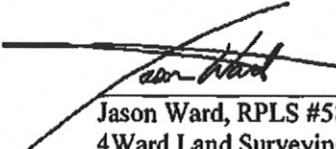
THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

- 1) N50°07'41"W, a distance of 60.74 feet to a calculated point for an angle point hereof,
- 2) N73°38'59"W, a distance of 66.59 feet to a calculated point for an angle point hereof,
- 3) N01°56'09"E, a distance of 123.08 feet to a calculated point for an angle point hereof,
- 4) N57°13'47"W, a distance of 201.97 feet to a calculated point for an angle point hereof,
- 5) N26°00'29"W, a distance of 171.59 feet to a calculated point for an angle point hereof,
- 6) N54°28'17"W, a distance of 188.91 feet to a calculated point for an angle point hereof,
- 7) N64°34'23"W, a distance of 73.26 feet to a calculated point for an angle point hereof,
- 8) S70°35'47"W, a distance of 116.88 feet to a calculated point for an angle point hereof,
- 9) N85°17'49"W, a distance of 101.63 feet to a calculated point for an angle point hereof,
- 10) N64°04'31"W, a distance of 40.75 feet to a calculated point for an angle point hereof,
- 11) N23°03'16"W, a distance of 40.58 feet to a calculated point for an angle point hereof,
- 12) N23°06'23"E, a distance of 108.63 feet to a calculated point for an angle point hereof,
- 13) N38°35'17"W, a distance of 36.64 feet to a calculated point for an angle point hereof,
- 14) N82°04'13"W, a distance of 84.65 feet to a calculated point for an angle point hereof,
- 15) N67°25'14"W, a distance of 33.59 feet to a calculated point for an angle point hereof,
- 16) N28°42'54"W, a distance of 32.70 feet to a calculated point for an angle point hereof,
- 17) N66°18'33"W, a distance of 60.73 feet to a calculated point for an angle point hereof,
- 18) S58°21'10"W, a distance of 86.21 feet to a calculated point for an angle point hereof,
- 19) S46°19'59"W, a distance of 131.18 feet to a calculated point for an angle point hereof,
- 20) S57°26'06"W, a distance of 63.53 feet to a calculated point for an angle point hereof,
- 21) N80°03'30"W, a distance of 169.03 feet to a calculated point for an angle point hereof,
- 22) N51°26'55"W, a distance of 123.90 feet to a calculated point for an angle point hereof,
- 23) N35°13'10"W, a distance of 149.36 feet to a calculated point for an angle point hereof,
- 24) N18°38'44"W, a distance of 183.61 feet to a calculated point for an angle point hereof,
- 25) N32°05'59"W, a distance of 222.61 feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Railroad, and being in the west line of said Lot 2, from which a 1/2-inch iron rod with "Ward-5811" cap set in the common line of said Lot 2 and said Railroad, for the northwest corner of a called 0.548 acre right-of-way dedication conveyed in Document No. 2014003534 (O.P.R. W.C.T.), bears S21°06'14"E, a distance of 930.19 feet;

THENCE, with the east right-of-way line of said Railroad and the west line of said Lot 2, N21°06'14"W, a distance of 779.40 feet to the **POINT OF BEGINNING**, and containing 45.3395 Acres (1,974,990 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_45 Acre Title-Tree-Topo (2017).dwg)


3/19/18
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



Unofficial Document

UDG #99-085
FN # 764

EXHIBIT "A-1"

Leander Tracts
Williamson County, Texas

DESCRIPTION

DESCRIBING TWO TRACTS OF LAND HEREINAFTER REFERRED TO AS TRACT A, AND TRACT B, TRACT A, CONTAINING 94.24 ACRES AND BEING A PART OF THE TALBOT CHAMBERS SURVEY A-125 AND THE ELIJAH HARMON SURVEY A-6, WILLIAMSON COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS BEING ALL OF THAT 23.41 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO LEANDER PARTNERS, LTD. EXECUTED ON FEBRUARY 14, 2002 AND RECORDED IN DOCUMENT NUMBER 2002014215 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND ALSO BEING THE REMAINING PORTION OF THAT 71.146 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO LEANDER PARTNERS, LTD. EXECUTED ON FEBRUARY 14, 2002 AND RECORDED IN DOCUMENT NUMBER 2002014216 OF SAID OFFICIAL PUBLIC RECORD, TRACT B, CONTAINING 4.33 ACRES AND BEING A PART OF THE WILLIAM MANCIL SURVEY, A-437 AND THE TALBOT CHAMBERS SURVEY A-125, WILLIAMSON COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS BEING THE REMAINING PORTION OF THAT 5.24 ACRE TRACT DESCRIBED IN THE SAID DOCUMENT NUMBER 2002014216, SAID TRACT A AND TRACT B BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

TRACT A, 94.24 ACRES

BEGINNING at an iron rod found at the southwest corner of said 71.146 acre tract, said iron rod also being in the east right-of-way line of the Austin and Northwestern Railroad as described in a quit-claim deed to the City of Austin as recorded in Volume 1417 Page 282 of the Official Records of said County;

THENCE, with the common line of said 71.146 acre tract and the Austin and Northwestern Railroad, N21°04'35"W, 1,274.19 feet to an iron rod set at the southwest corner of Lot 1 of San Gabriel Park, a subdivision recorded in Cabinet Y Slides 364-367 of the Plat Records of said County;

THENCE, with the south line of said Lot 1, N68°53'56"E, 233.70 feet to an iron rod set in the south line of said Lot 1 at the southern most west corner of Lot 2 of said San Gabriel Park, said iron rod also being in a north line of said 71.146 acre tract;

THENCE, with the common line of said 71.146 acre tract and Lot 2, the following six courses:

- 1) N89°23'28"E, 244.36 feet to an iron rod set;
- 2) N88°57'28"E, 514.09 feet to an iron rod set;
- 3) N88°15'02"E, 93.74 feet to an iron rod set;
- 4) N89°01'20"E, 64.20 feet to an iron rod set;

UDG #99-085
FN # 764

Leander Tracts
Williamson County, Texas
Page 2

5) N72°21'08"E, 47.15 feet to an iron rod set;
6) N88°31'51"E, 185.62 to an iron rod found at the southeast of said Lot 2, same being a southwest corner of that 101.01 acre tract of land described in a deed to JLTS Investments as recorded in Document Number 1999941721 of said Official Public Records;

THENCE, with the common line of said 71.146 acre tract and the 101.01 acre tract, the following five courses;

- 1) N88°30'12"E, 338.67 feet to an iron rod set;
- 2) N84°33'43"E, 56.88 feet to an iron rod found;
- 3) N76°37'12"E, 52.75 feet to an iron rod set;
- 4) N74°43'36"E, 106.62 feet to an iron rod set;
- 5) N74°17'41"E, 482.07 feet to an iron rod found at a northeast corner of said 71.146 acre tract, same being the northwest corner of that 9.16 acre tract described in a deed to Malcolm Leo Nauman and Virginia Nauman as recorded in Document Number 2003009014 of said Official Public Records;

THENCE, with the common line of said 71.146 acre tract and the 9.16 acre tract, S54°48'53"E, 139.40 feet to an iron rod found at the northwest corner of that 23.402 acre tract described in a deed to House Medical Center Convalescent Home, Incorporated as recorded in Volume 1726 Page 941 of the said Deed Records;

THENCE, with the common line of said 71.146 acre tract and the 23.402 tract, S21°38'49"E, 1,913.59 feet to an iron rod found at the southeast corner of said 71.146 acre tract, same being the southwest corner of said 23.402 acre tract and also being in the north right-of-way line of FM 2243;

THENCE, with the common line of said 71.146 acre tract and the north line of FM 2243, the following two courses;

- 1) S70°26'57"W, 86.91 feet to an iron rod set;
- 2) Along a curve to the right having a radius of 5769.58 feet, an arc length of 9.79 feet, a central angle of 00°05'50" and a chord which bears S70°24'02"W, 9.79 feet to an iron rod found at a southwest corner of said 71.146 acre tract, same being the southeast corner of that 12.12 acre tract of land described in a deed to Harvey Evans and Gloria Evans as recorded in Volume 1135 Page 7 of the said Official Public Records;

THENCE, with a common line of said 71.146 acre tract and the 12.12 acre tract, N21°15'51"W, 321.79 feet to an iron rod found at the northeast corners of the said 12.12 acre tract;

THENCE, with a common line of said 71.146 acre tract and the 12.12 acre tract, S67°45'06"W, 777.42 feet to an iron rod found at a southwest corner of said 71.146 acre tract same be the southeast corner of said 23.41 acre tract recorded in Document Number 2002014215;

THENCE, with the common line of said 23.41 acre tract and the 12.12 acre tract, S67°49'16"W, 896.02 feet to an iron rod found at the southwest corner of the said 23.41 acre tract, same being the northwest corner of said 12.12 acre tract and also being in the east right-of-way line of East Street (55' R.O.W., dedicated Volume 33 Page 549, said Official Public Records);

THENCE, with the common line of said 23.41 acre tract and East Street, N21°00'44"W, 1,067.99 feet to an iron rod found at the northwest corner of said 23.41 acre tract, same being the northeast corner of said East Street and an interior corner of said 71.146 acre tract;

UDG #99-085
FN # 764

Leander Tracts
Williamson County, Texas
Page 3

THENCE, with the common line of said 71.146 acre tract and East Street and the City of Leander, as recorded in said Volume 33 Page 549, S67°32'15"W, 554.12 feet to an iron rod found at the northwest corner of Lot 2 Block 2 of said City of Leander, same being an interior corner of said 71.146 acre tract;

THENCE, with the common line of said 71.146 acre tract and Lot 2 Block 2 S21°06'45"E, 18.50 feet to an iron rod set at a southeast corner of said 71.146 acre tract;

THENCE, with a south line of said 71.146 acre tract, S68°34'33"W, 101.35 feet to the POINT OF BEGINNING and containing 94.24 acres of land.

TRACT B, 4.33 ACRES

BEGINNING at an iron rod found at the northwest corner of the said 5.24 acre tract of land described in Document Number 2002014216, same being the southwest corner of that 5.855 acre tract of land described in said deed to Sam Winters and Roy Butler recorded in Volume 511 Page 54 of the said Deed Records, said iron rod also being in the east right-of-way line of U.S. Highway 183 (120' R.O.W)

THENCE, with the common line of said 5.24 acre tract and the 5.855 acre tract, N67°34'25"E, 108.00 feet to an iron rod found at the northeast corner of said 5.24 acre tract, same being the southeast corner of said 5.855 acre tract and in the west right-of-way line of said Austin and Northwestern Railroad;

THENCE, with the common line of said 5.24 acre tract and the Austin and Northwestern Railroad, S21°07'11"E, 1,719.08 feet to an iron rod set at the northeast corner of that 0.91 of an acre of land described in a deed to Capital Metropolitan Transportation Authority as recorded in Document Number 2004089006 of the said Official Public Records;

THENCE, through the interior of said 5.24 acre tract and with the north line of the said 0.91 acre tract, the following two courses:

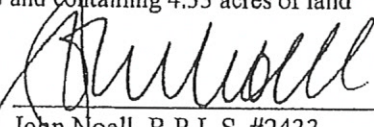
- 1) S69°00'05"W, 80.83 feet to an iron rod set;
- 2) S21°43'25"W, 36.73 feet to an iron rod set at the northwest corner of the said 0.91 acre tract, same being in the common line of said 5.24 acre tract and U.S. Highway 183;

THENCE, with said common line of the 5.24 acre tract and U.S. Highway 183, the following two courses:

- 1) Along a curve to the right having a radius of 1851.68 feet, an arc length of 147.86 feet, a central angle of 4°34'31" and a chord which bears N23°15'58"W, 147.83 feet to an iron rod found;
- 2) N20°59'55"W, 1,595.66 feet to the POINT OF BEGINNING and containing 4.33 acres of land

Surveyed by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040




John Noell, R.P.L.S. #2433

Date: 12.22.06

Map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone