

11-GF# 51861 KSN  
RETURN TO: HERITAGE TITLE  
401 CONGRESS, SUITE 1500  
AUSTIN, TEXAS 78701



DECLAR 2006050355  
41 PGS

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AFTER RECORDING RETURN TO:

Robert D. Burton  
Armbrust & Brown, L.L.P.  
100 Congress Ave., Suite 1300  
Austin, Texas 78701



## DECLARATION OF RESTRICTIVE COVENANTS

### MUELLER COMMUNITY FEE

*Travis County, Texas*

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended

Declaration of Restrictive Covenants (Mueller Community Fee)\_Final



**DECLARATION OF RESTRICTIVE COVENANTS  
[MUELLER – COMMUNITY FEE]**

This Declaration of Restrictive Covenants [Mueller – Community Fee] (the “**Restrictive Covenant**” or “**Declaration**”), is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (“**Master Declarant**”), and is as follows:

**RECITALS**

A. Cross reference to that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas (“**Master Covenant**”), as amended. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Covenant.

B. The Master Covenant is presently intended to encumber certain real property located in Travis County, Texas, as more particularly described on Exhibit “A”, attached hereto (the “**Property**”).

C. The Property will be made subject to this Covenant upon the filing of one or more MCC Annexation Notices pursuant to *Section 16.1* of the Master Covenant. Upon the filing of an MCC Annexation Notice in the Official Public Records of Travis County, Texas, (i) the portions of the Property described therein shall be governed by and fully subject to this Covenant, and (ii) the portions of the Property described therein and any additional property made subject to this Covenant in the future shall constitute the “**Community**”.

No portion of the Property is subject to the terms and provisions of this Covenant until an MCC Annexation Notice covering that portion of the Property is filed in the Official Public Records of Travis County, Texas. Only the Master Declarant may file an MCC Annexation Notice. If the Master Declarant is not the owner of the portion of the Property then being made subject to the terms and provisions of the Covenant, the owner of the Property, in addition to the Master Declarant, must execute the MCC Annexation Notice evidencing such owner’s consent to its recordation.

**Property versus Community**

“ <b>Property</b> ”-	Land described on Exhibit A. This is the land that <u>may be made subject to this Covenant</u> , from time to time, by the filing of one or more MCC Annexation Notices.
“ <b>Community</b> ”-	This is the portion of the land described on Exhibit A that <u>has been made subject to this Covenant</u> through the filing of an MCC Annexation Notice.



D. As the developer of the Property, Master Declarant has agreed to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Property. The purpose of the Community Fee, as described in this Declaration, is to provide funding to help achieve these objectives. Master Declarant has agreed to impose upon the Property those covenants, conditions and restrictions set forth below for the benefit of the Community.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

1. Restrictions Upon the Property. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Community Fee Assessments.

(i) Definitions.

"Community Fee" means the fee provided for in this Declaration.

"Community Investment Fund" means the account designated pursuant to this Declaration to receive portions of the Community Fee.

"Fund Committee" means a committee created by the Board for the purpose of administering the Community Investment Fund.

"Transfer" means, for the purposes of the Community Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but



"Transfer" shall not mean or include grants or conveyances expressly excluded under this Declaration.

"Transfer Price" means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Declaration.

"Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Declaration.

- (ii) Obligation to Pay Community Fee. The obligation to pay the Community Fee is hereby imposed upon a Transferor of each Unit, unless the Transfer in question is excluded under this Declaration.
- (iii) Calculation of the Community Fee. The Community Fee shall be payable upon the Transfer of any Unit located in the Community as provided for in this Declaration. The Community Fee shall be calculated as follows:

- a. if the Transfer Price for the transfer is less than \$160,000.00, by subtracting \$100,000.00 from the Transfer Price and multiplying the difference by .0025; or

- b. if the Transfer Price for the transfer is greater than or equal to \$160,000.00, by multiplying the Transfer Price by .0025.

The Community Fee is imposed not as a penalty and not as a tax, but as an assessment and as a means to provide additional



funding to fulfill the goals set forth in this Declaration for the betterment of the Community.

- (iv) Liability for the Community Fee. If the Transferor does not pay the Community Fee as required by this section, the Community Fee payment shall become the personal obligation of the Transferee under the Transfer in question and shall be a lien against the Unit, and, if unpaid, shall be handled in accordance with the other provisions of this section.
- (v) Deposit of Community Fee Into Community Investment Fund. The Board or the Fund Committee will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Fee and any interest earned thereon. The Board or the Fund Committee within sixty (60) days after the end of each calendar year, shall cause to be prepared a Community Fee receipts and disbursements schedule in form approved by the Board. The Board or the Fund Committee will also cause, on an annual basis, the Community Fee receipts and disbursements schedule to be reviewed by a Certified Public Accountant.
- (vi) Disbursements. By majority vote, the Board or the Fund Committee may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Declaration and to pay costs to administer this Declaration and the Community Investment Fund.
- (vii) Due on Closing, Grace Period and Method for Payment. Payment of the Community Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Fund Committee, at the address and account number specified by the Fund Committee from time to time. With such payment, the Transferor shall provide a written report in a form approved by the Fund Committee (the "Community Fee Report"). The Community Fee Report must describe the Transfer and Unit, set forth the Transfer Price for the Transfer, the names and addresses of Transferor and Transferee, and such other information as the Fund Committee may reasonably require. The Fund Committee and/or the Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all



accounts of any owner or Transferor which are reasonably related to the payment of the Community Fee.

- (viii) Community Fee Lien and Foreclosure. Each Community Fee assessed or charged in the manner provided in this Declaration but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, is secured by a continuing lien and shall constitute a charge on or against all or a portion of the Unit covered by such lien or charge, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, and personal representatives, successors or assigns. An express lien on the Unit is hereby retained by Master Association to secure the payment thereof in each such instance. In the event all or any portion of the property is subdivided into lots or a condominium regime is impressed upon the Unit, the lien retained herein shall apply to such lots or Units. Any Community Fee allocated against a subdivided lot or Unit shall be the sole obligation of the owner of the lot or Unit. In no event shall any Community Fee allocated against a subdivided lot or Unit be considered an obligation against any other subdivided lot or Unit within the Unit. The lien established herein shall be superior to all other liens and charges against the Unit or any subdivided lot or Unit within the Unit, except only for tax liens, and all sums unpaid secured by a first-lien mortgage securing sums borrowed for the purchase or improvements of the property in question, provided such mortgage was recorded in the Official Public Records of Travis County, Texas before the delinquent Community Fee was due. The Fund Committee or the Board, at its option and without prejudice to the priority or enforceability of the Community Fee lien granted hereunder, may prepare a written notice of Community Fee setting forth the amount of the unpaid indebtedness, the name of the owner of the Unit covered by such lien or charge and a description of such Unit. Each owner, by accepting a deed to all or any portion of the Unit, shall be deemed conclusively to have granted a power of sale to the Master Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting owner's Unit by the Master Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002 (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Master Association, with the Master Association retaining the power to remove any



trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.). The liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Master Association may have by law, including the rights of the Master Association to institute suit against the owner personally obligated to pay the Community Fee for monetary damages and/or for foreclosure of the aforesaid lien judicially. The Master Association may also institute suit against the Master Association for the collection of the Community Fee. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Master Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any portion of the Unit, the Master Association shall report to said mortgagee any Community Fee remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any portion of the Unit or any subdivided lot or condominium unit within the Unit; except, however, that in the event of foreclosure of any first-lien mortgage, the lien for any Community Fee that was due and payable before the foreclosure sale will be extinguished, provided that past-due levy is paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this section, the Master Association will upon the request and at the cost of the owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Master Association has already foreclosed such lien. The Master Association will report to the owner of a subdivided lot or condominium unit, upon such owner's written request, the status of any unpaid Community Fee.

- (ix) Reporting on Exclusions from Community Fee. In the event that a Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Fee under this



section, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Fund Committee or Board within five (5) days after closing of the Transfer in question, explaining the Transfer, the consideration, if any, involved in such Transfer, and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Fund Committee or Board does not concur that the Transfer in question should be excluded from the Community Fee, the Fund Committee or Board will notify the Transferor submitting the Notice of Claim of Exclusion of its obligation to pay the Community Fee and the Transferor shall pay the applicable Community Fee within fifteen (15) days after receipt of such notice. Prior to its decision on any Notice of Claim of Exclusion, the Fund Committee or Board may request additional information or clarification from the Transferor submitting such Notice of Claim of Exclusion, and the Transferor shall promptly provide the Fund Committee or Board with such additional information. Copies of all notices and correspondence between the Transferor and the Fund Committee or Board under this section shall be provided to the Transferee of the subject Transfer by the party initiating such notice or correspondence.

- (x) Exclusions from the Community Fee. The Community Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Fee:
- a. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, any county, city and county, municipality, district or other political subdivision of this state;
  - b. Transfer to the Association. Any Transfer to the Master Association, Mixed-Use Association, EC/TC Association, or their successors or assignees;
  - c. Transfer to the Master Declarant. Any Transfer to the Master Declarant or its successor or assignee, except that a Transfer to Master Declarant, its successor, assignee, or affiliate for Fair Market Value will be subject to a Community Fee;



- d. Transfer from Master Declarant. Unless waived in writing by Master Declarant, any transfer from or by Master Declarant or its successor or assignee, except that a Transfer from the City of Austin to the Master Declarant, its successor, assignee, or affiliate of Property acquired for Fair Market Value will be subject to a Community Fee. "Fair Market Value" means that the Master Declarant has paid to the City of Austin a cash purchase price that a willing third-party buyer would pay to a willing third-party seller at the time of the sale, neither being under a compulsion to buy or sell, and both being fully aware of relevant facts.
- e. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a Transfer made by the grantors of the trust, in the proportions of their respective total contributions of the trust;
- f. Exempt Partition Transfers. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;
- g. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;
- h. Related Company Transfers. Any Transfer made:
  - (1) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent



corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or

- (2) by a partner, member or a joint venturer to a partnership, limited liability company or a joint venture in which the partner, member or joint venturer has not less than a 50 percent interest, or by a partnership, limited liability company or joint venture to a partner, member or joint venturer holding not less than a 50 percent interest in such partnership, limited liability company or joint venture, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or
- (3) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Unit is transferred generally pro-rata to its shareholders and no consideration is paid other than the cancellation of such corporation's stock; or
- (4) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Unit is transferred generally pro-rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or
- (5) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity is owned in its entirety by the persons transferring the Unit and such persons have the same relative interests in the Transferee entity as they had in the Unit immediately prior to such transfer, and no



consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the Transferee entity; or

- (6) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the Transferor(s) and the Transferee(s) are and remain under common ownership and control as determined by the Board or by the Fund Committee, in their sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless either the Board or the Fund Committee finds that such transfer or series of transactions (1) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the Transferor or Transferee, as appropriate, (2) is not inconsistent with the intent and meaning of this subsection; and (3) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay Community Fee. For purposes of this subsection, a Transfer shall be deemed to be without consideration if (x) the transaction is in accordance with generally accepted accounting principles, or (y) no person or entity that does not own a direct or indirect equity interest in the Unit immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Unit (an "Equity Owner") by virtue of the Transfer, and the aggregate interest immediately prior to the transfer of all Equity Owners whose equity interest is increased on account of the Transfer does not increase by more than 20 percent (out of the total 100 percent equity interest in the Unit), and no individual is entitled to receive directly or indirectly any consideration in connection with the Transfer. In connection with considering any request for an exception under this subsection, either the Board or the Fund Committee may require the applicant to submit true and correct copies of all relevant documents relating to the Transfer and an opinion of the applicant's



counsel (such opinion and counsel to be reasonably acceptable to the Board) setting forth all relevant facts regarding the Transfer, stating that in their opinion the transfer is exempt under this subsection, and setting forth the basis for such opinion;

- i. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;
- j. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding;
- k. Exempt Ground Leases. Any lease of any Unit (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years;
- l. Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;
- m. Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns 100 percent of its equity securities (a "Holding Company"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;
- n. Subsidiary Conveyance Exemptions. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; however, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in



the Transferor immediately prior to the Transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for \$2,000,000, 60 percent of the Community Fee would be exempt and a Community Fee would be payable only on \$800,000 (i.e., 40 percent of the \$2,000,000 consideration); and

- o. Exemption For Certain Conveyances of Convenience. The consecutive Transfer of a Unit wherein the interim owner acquires such Unit for the sole purpose of immediately reconveying such Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Unit, provided the Fund Committee specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a Transfer subject to Assessment. In these cases, the first Transfer is subject to the Community Fee and subsequent Transfers will only be exempt as long as a Community Fee has been paid in connection with the first Transfer of such Unit in such consecutive transaction and only to the extent there is no consideration to the interim owner.

2. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant shall entitle the Master Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Declaration.

3. General Provisions.

(a) Inurement. This Restrictive Covenant and the restrictions created hereby are binding upon the owners of all or any portion of the Property.

(b) Amendment. This Declaration may be amended by (i) the majority vote by the Board; and (ii) for a period of sixty (60) years following the date of initial recording of this Declaration, the written consent of Master Declarant, or its express successors or assignees, unless the right to consent is terminated by written notice.

(c) Severability; Governing Law. The provisions of this Restrictive Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Restrictive Covenant and all rights and obligations created hereby shall



be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Travis County, Texas.

(d) Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(e) Enforcement. The Board or the Master Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Restrictive Covenant.

EXECUTED to be effective the 17 day of March, 2006.

*SIGNATURES APPEAR ON FOLLOWING PAGE*



MASTER DECLARANT:

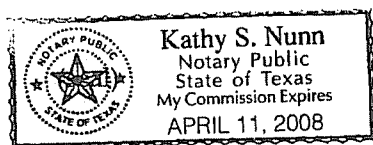
CATELLUS AUSTIN, LLC, a Delaware  
limited liability company

By: [Signature]  
Printed Name: Gregory J. Weaver  
Title: Senior Vice President

Date: March 17, 2006

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 17 day of March, 2006 by  
Gregory J. Weaver, Senior Vice President of Catellus Austin, LLC, a Delaware limited liability  
company, on behalf of said limited liability company.



[Signature]  
Notary Public Signature

Exhibit:

A – Description of Property



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

Declaration of Restrictive Covenants (Mueller Community Fee)\_Final



EXHIBIT A

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: Following additional right of way dedication(s), this tract is anticipated to be 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;

Exhibit A (Whole Mueller Property)

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Heritage Title HT ADI00066 TR 2004238007.082



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;

Exhibit A (Whole Mueller Property)

Page 2 of 23



- 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;

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- 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;

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- 5) Along said tangent curve to the right having a radius of 338.00 feet, a central angle of  $36^{\circ}07'49''$ , an arc length of 213.14 feet and a chord which bears  $N09^{\circ}27'14''E$ , a distance of 209.63 feet to the point of tangency;
- 6)  $N27^{\circ}31'08''E$ , a distance of 869.43 feet to an angle point;
- 7)  $N21^{\circ}18'09''W$ , a distance of 8.87 feet to an angle point;
- 8)  $N62^{\circ}28'52''W$ , 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  $38^{\circ}34'45''$ , an arc length of 303.00 feet and a chord which bears  $N43^{\circ}11'30''W$ , 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  $26^{\circ}01'33''$ , an arc length of 343.40 feet and a chord which bears  $N36^{\circ}54'54''W$ , a distance of 340.46 feet to the point of tangency;
- 11)  $N40^{\circ}04'19''E$ , a distance of 60.00 feet to an angle point;
- 12)  $N74^{\circ}47'53''E$ , a distance of 26.50 feet to an angle point;
- 13)  $N27^{\circ}31'08''E$ , a distance of 883.11 feet to an angle point;
- 14)  $N24^{\circ}25'18''W$ , a distance of 40.89 feet to an angle point;
- 15)  $S62^{\circ}28'52''E$ , a distance of 92.19 feet to an angle point;
- 16)  $S27^{\circ}31'08''W$ , 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  $20^{\circ}14'04''$ , an arc length of 288.18 feet, and a chord which bears  $S34^{\circ}01'09''E$ , 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  $38^{\circ}34'44''$ , an arc length of 262.60 feet and a chord which bears  $S43^{\circ}11'29''E$ , a distance of 257.67 feet to the point of tangency;
- 19)  $S62^{\circ}28'52''E$ , a distance of 744.77 feet to an angle point;
- 20)  $N27^{\circ}31'08''E$ , a distance of 1170.00 feet to an angle point;

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- 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°56'15", an arc length of 93.35 feet and a chord which bears N32°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-ham data and is referenced to the NAD 83/93 Ham horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

**32.212 ACRES  
MUELLER SETON TRACT**

**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 Ridgeway 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 Ridgeway Gardens, the following three (3) courses and distances:

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- 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.

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**BASIS OF BEARINGS:**

The Basis of Bearings is provided by the City of Austin GPS sub-horn data and is referenced to the NAD 83/93 Horn 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";

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- 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

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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;

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- 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.

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;

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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;

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- 4) Along said non-tangent curve to the right having a radius of 1330.45 feet, a central angle of  $08^{\circ}18'52''$ , an arc length of 193.07 feet and a chord which bears  $S64^{\circ}32'56''E$ , a distance of 192.90 feet to a 1/2 inch iron rod found for the end of said curve;
- 5)  $S60^{\circ}20'26''E$ , 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  $25^{\circ}35'26''$ , an arc length of 406.60 feet and a chord which bears  $S47^{\circ}40'24''E$ , a distance of 403.23 feet to a 1/2 inch iron rod found for the end of said curve;
- 7)  $S34^{\circ}54'27''E$ , 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  $14^{\circ}00'56''$ , an arc length of 244.68 feet and a chord which bears  $S41^{\circ}51'29''E$ , 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)  $S41^{\circ}08'03''W$ , a distance of 393.66 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2)  $S03^{\circ}00'00''E$ , a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3)  $N87^{\circ}00'00''E$ , 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  $45^{\circ}19'09''$ , an arc length of 94.92 feet and a chord which bears  $S70^{\circ}20'25''E$ , a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;
- 5)  $S47^{\circ}40'51''E$ , a distance of 393.70 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6)  $S42^{\circ}04'53''W$ , a distance of 259.62 feet to a 1/2 inch iron rod with cap set for an angle point;
- 7)  $S48^{\circ}09'29''E$ , 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;

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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  $10^{\circ}09'02''$ , an arc length of 134.12 feet and a chord which bears  $S03^{\circ}43'49''W$ , a distance of 133.94 feet to a 1/2 inch iron rod with cap found for the end of said curve;

THENCE,  $S01^{\circ}21'12''E$ , 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  $111^{\circ}22'08''$ , an arc length of 1481.97 feet and a chord which bears  $S54^{\circ}20'59''W$ , a distance of 1259.45 feet to a 1/2 inch iron rod with cap found for the end of said curve;
- 2)  $N69^{\circ}58'23''W$ , 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  $51^{\circ}30'54''$ , an arc length of 1324.11 feet and a chord which bears  $S84^{\circ}17'42''W$ , a distance of 1279.96 feet to a 1/2 inch iron rod found for the end of said curve;
- 4)  $S58^{\circ}32'03''W$ , a distance of 1053.37 feet to a 1/2 inch iron rod found for an angle point;
- 5)  $S58^{\circ}39'53''W$ , a distance of 54.14 feet to a 1/2 inch iron rod found for an angle point;
- 6)  $S49^{\circ}31'01''W$ , 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;
- 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;

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- 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.



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:

**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;

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- 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

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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.

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:

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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 southwest 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;

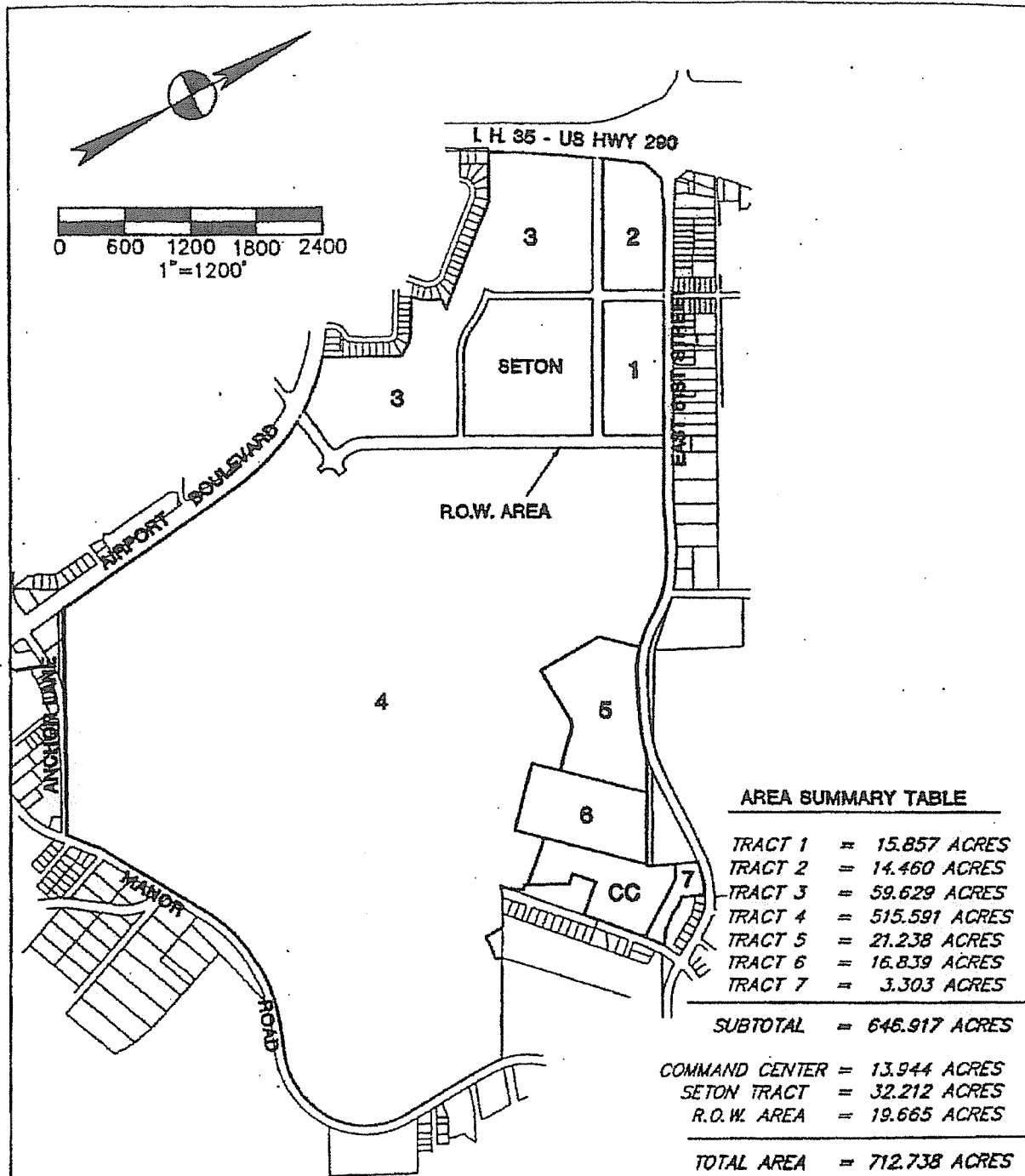


- 2) N64°41'10"W, a distance of 132.39 feet to a 1/2 inch iron rod with cap found in the easterly line of said Lot 1, being the westerly line of said 2 acre "First Tract", for the southwesterly corner hereof;

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.

SAVE AND EXCEPT Lot 1A, Block "A", Resubdivision of Lot 1, Block "A", Mueller Section 1, Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200600002 in the Official Public Records of Travis County, Texas.





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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

Heritage Title HT ADI00066 TR 2004238007.105



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*Dana DeBeauvoir*

2006 Mar 21 12:58 PM 2006050355

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TRAVIS COUNTY TEXAS

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