

RESOLUTION NO. R-93-08-26-13A


WHEREAS, the City of Round Rock ("City") has previously adopted Resolution No. 93-04-12-4A establishing an Economic Development Program to promote local economic development and to stimulate business and commercial activity in Round Rock, as authorized by Sec. 380.001 of the Texas Local Government Code, and

WHEREAS, the City desires to participate in the Economic Development Program by entering into an Economic Development Program Agreement with DELL COMPUTER CORPORATION ("DELL"), Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

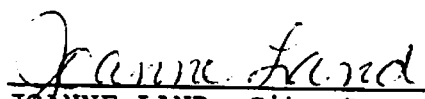
That the Mayor is hereby authorized and directed to execute on behalf of the City an Economic Development Program Agreement with DELL, a copy of said agreement being attached hereto and incorporated herein for all purposes.

RESOLVED this 26th day of August, 1993.



CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is made and entered into by and between DELL COMPUTER CORPORATION (the "Company"), a Delaware Corporation, and the CITY OF ROUND ROCK (the "City"), a home-rule city and municipal corporation, for the purposes and considerations stated below:

RECITALS:

WHEREAS, the City has adopted Resolution No. R-9304124A establishing an Economic Development Program and authorizing this Agreement as part of the Economic Development Program; and

WHEREAS, the Company desires to participate in the Economic Development Program by entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Authorization.

This Agreement is authorized by \$380.001 of the Texas Local Government Code and by Resolution of the City.

2. Definitions.

Additional 1/2 Cent Tax Revenues means the amount collected by the City from the 1/2 cent sales tax imposed by the City pursuant to Texas Tax Code §321.101(b).

Dell means Dell Computer Corporation, and all companies under common control with, controlled by, or controlling Dell Computer Corporation. For purposes of this definition, "control" means 50% or more of the ownership determined by either value or vote.

Includable Revenues means any tax revenues collected by the City which comes from or through Dell, whether as a taxpayer or collecting agent, and whether from a tax presently in existence or subsequently enacted, with the exception of (i) Property Tax Revenues, (ii) Additional 1/2 Cent Tax Revenues, and (iii) Site Specific Sales Tax Revenues. Includable Revenues includes One Cent Sales Tax Revenues.

Site Specific Sales Tax Revenues means that portion of Sales Tax Revenues other than One Cent Sales Tax Revenues or Additional 1/2 Cent Tax Revenues which result from a tax that does not apply

to all sales made in the City, but instead applies primarily to sales made by Dell.

One Cent Sales Tax Revenues means that portion of Sales Tax Revenues resulting from the imposition of a one percent municipal sales tax, such as that presently in effect pursuant to Texas Tax Code §§321.101(a) and 321.103. If the City ever elects to charge less than a one percent sales tax, then instead of being based on actual collections, One-Cent Sales Tax Revenues attributable to Sales Tax Collected shall be deemed to be computed as if the City did elect to charge a one percent sales tax. Action by the State of Texas prohibiting the City from assessing a one percent sales tax shall not be considered to be an election by the City.

Program means the economic development program established by the City pursuant to Local Government Code §380.001 and under the Resolution referenced in Section 1 above.

Program Payment means the amount paid by the City to the Company each month under the Program.

Property Tax Revenues means the amount of property tax collected by the City on real and personal property owned or leased by Dell. With respect to property leased by Dell, Property Tax Revenues includes that portion of annual property tax, prorated on a daily basis, which is attributable to the period during which Dell was the lessee of such property.

Sales Tax Revenues means the amount of sales tax collected by the City as a direct result of Dell's location in the City, and consists of two specific components:

- (a) The City's share of all sales tax collected by Dell, whether or not the sale resulting in the tax was made by Dell ("Sales Tax Collected"), and
- (b) The City's share of sales and use tax paid by Dell, including sales/use tax paid directly by Dell under its direct pay permit, the amount of sales/use tax paid on utilities used by Dell in its facilities, and any other sales/use tax paid by Dell which Dell is able to document results in sales/use tax revenue to the City ("Sales/Use Tax Paid").

3. Term.

This Agreement shall be effective as of the date of execution by both parties. This Agreement shall remain in full force and effect until December 31, 2053; provided, however, that the City may terminate this Agreement between January 1 and March 1 of any year beginning with 2015 if (i) the sum of (a) Includable Revenues,

(b) Property Tax Revenues, and (c) Additional 1/2 Cent Tax Revenues for the immediately prior three calendar years, minus (ii) Program Payments for the immediately prior three calendar years, was less than \$1,500,000.

4. Submission of Data.

Within thirty (30) days of the end of each calendar month, the Company shall submit to the City a schedule detailing the Property Tax Revenues, Site Specific Sales Tax Revenues, and Includable Revenues for that month. As backup for the schedule, the Company shall submit the following:

- (a) A copy of all sales tax reports, including amended reports, filed by Dell for that month showing Sales Tax Collected;
- (b) A copy of all direct payment and self-assessment returns, including amended returns, filed by Dell for that month showing Sales/Use Tax Paid;
- (c) Copies of checks to utilities and the corresponding invoices for such checks showing the amount of sales tax paid by Dell;
- (d) A summary of other purchases made by Dell which resulted in Sales/Use Tax Paid, along with copies of receipts for those purchases, provided, however, that Dell agrees to submit this information only in the event that Dell is ineligible or unable to file direct payment or self-assessment returns for that month;
- (e) Information concerning any refund received by Dell of sales or use tax paid by Dell which had previously been reported by Dell as Sales/Use Tax Paid;
- (f) Copies of checks to the City for property tax paid during that month, or other documentation of Property Tax Revenues for that month; and
- (g) Such other data as the parties determine appropriate to support Includable Revenues arising from other than Sales Tax Revenues and Property Tax Revenues.

5. Program Payment.

Within thirty (30) days of receipt of Sales Tax Revenues from the State of Texas for the month covered by a schedule submitted by Dell pursuant to Section 4, the City shall pay the Program Payment to the Company or as directed in writing by the Company.

6. Computation of Program Payment.

The Program Payment for a month shall be the sum of the following:

- (a) Property Tax Revenues. The Program Payment for a month shall include the following percentage of Property Tax Revenues:

<u>Year</u>	<u>Percentage of Property Tax Revenues</u>
1994-1998	100%
1999-2003	75%
2004-expiration	50%

- (b) Site Specific Sales Tax Revenues. The Program Payment for a month shall include 95% of Site Specific Sales Tax Revenues.

- (c) Includable Revenues. The Program Payment for a month shall include 62.5% of Includable Revenues.

It is the intent of the parties that the Program Payment represent a sharing of tax benefits which inure to the City as a result of Dell's location in the City. The sharing ratios applicable to each of the components of the City's tax revenues have been selected based on the present tax situation in the City, with the Program Payment including (i) 62.5% of the present one percent municipal sales tax, (ii) none of the additional one-half percent sales tax which is dedicated to property tax reduction, (iii) 95% of any sales tax which may be adopted in addition to those specified in (i) and (ii) which applies primarily or exclusively to sales made by Dell, rather than to all sales made in the City, (iv) a declining percentage of property taxes as set forth in (a) above, and (v) 62.5% of any other City tax revenues, other than tax revenues dedicated to a specific purpose by state law. The sharing ratios are to be applied to monies actually collected by the City, and are net of any fees or charges imposed by the State for handling such monies. If during the term of this Agreement state law applicable to municipal taxation changes and as a result the Program Payment amount differs materially from the amount which would have been calculated if state law remained the same as in effect on the date of this Agreement, then the parties shall endeavor to adjust the Program Payment computation so as to achieve the same proportionate economic benefits to both parties as would have resulted if the law had not changed.

7. Development Fees.

The City agrees to waive all City development fees, other than the Steel Inspection Fee, which arise as a result of the construction of facilities to be occupied by Dell and which are located on the property described on Exhibit A.

8. Infrastructure Improvements.

The City will make infrastructure improvements benefiting the property more particularly described on Exhibit A at Dell's request; provided, however, that the City shall not spend more than \$500,000 on such improvements. If a grant for infrastructure improvements to the property is made to the City from the Texas Capital Fund, the amount the City may spend on infrastructure improvements shall be increased above \$500,000 by the amount of the grant.

9. Other Efforts.

The City hereby expresses its present intention to assist Dell in efforts to accomplish the following:

- (a) Obtain highway access changes designed to enhance Dell's use of the property;
- (b) Obtain foreign trade zone designation for the property; and
- (c) Obtain an infrastructure grant from the Texas Capital Fund.

10. Default.

If either party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. Notwithstanding anything to the contrary contained herein, any Program Payment from the City to the Company required hereunder which is not timely paid by the City shall incur interest at the highest rate per annum allowed by applicable law from the date such Program Payment is due until paid.

11. Mutual Assistance.

The City and the Company shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. Dell hereby consents to and agrees to cooperate in any request by the City to obtain copies of Sales/Use tax returns from

the State which contains information pertinent to the calculation of a Program Payment.

12. Representations and Warranties.

The City represents and warrants to the Company that the Program and this Agreement are within the scope of its authority and the provisions of its charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

13. Section or Other Headings.

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Attorneys Fees.

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

15. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

16. Amendment.

This Agreement may only be amended, altered, or revoked by written instrument signed by the Company and the City.

17. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. The determination of such approval shall be based upon the credit worthiness and financial ability of any proposed assignee to assume such rights and obligations of the Company. Notwithstanding the foregoing provisions of this Section, in the event the Company desires to transfer or assign its rights or obligations hereunder any entity which falls within the definition of "Dell" contained in this Agreement, it shall have the right to do so without the consent or approval by the City, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement.

18. Notice.

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

COMPANY: Chairman and CEO
Dell Computer Corporation
9505 Arboretum Blvd.
Austin, Texas 78759-7299

With a copy to: General Counsel
Dell Computer Corporation
9505 Arboretum Blvd.
Austin, Texas 78759-7299

CITY: City Manager
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664

With a copy to: Stephen L. Sheets
City Attorney
309 E. Main Street
Round Rock, Texas 78664

19. Interpretation.

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

20. Applicable Law.

This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

21. Severability.


In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is

legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

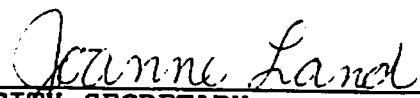
22. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.


THE CITY OF ROUND ROCK

By: 
Name: CHARLES V. CULPEPPER
Title: MAYOR

ATTEST:


CITY SECRETARY

DELL COMPUTER CORPORATION

By: 
Name: Michael S. Dell
Title: Chief Executive Officer

FIELD NOTES

Corridor Park II

BEING 68.07 acres of land out of the ASA THOMAS SURVEY, ABSTRACT NO. 609, Williamson County, Texas, being a part of that certain 78.55 acre tract of land described in a deed to HF2M recorded in Volume 2275 at Page 538, Official Records, Williamson County, also being part of Lots 1 and 4, Corridor Park II, a subdivision of record filed in Cabinet G, Slides 136-138, and all of Lots 2 and 3, Resubdivision of Lots 2 and 3, Corridor Park II, a subdivision of record filed in Cabinet H, Slide 259, Plat Records of Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an iron rod set at the southwest corner hereof, said iron rod being in the south line of Corridor Park II as recorded in Cabinet G, Slides 136-138, Plat Records of Williamson County, and from which an iron rod found at the southwest corner of Lot 5, Corridor Park II, bears S 70° 30' 26" W a distance of 490.02 feet;

THENCE crossing Lots 1 and 4, Corridor Park II, and crossing Williamson Drive, severing the westerly portion of said Corridor Park II, the following described three courses and distances:

- 1) N 17° 38' 36" W a distance of 597.37 feet to an iron rod set in the north line of Williamson Drive;
- 2) N 72° 21' 24" E a distance of 73.69 feet with the north line of Williamson Drive to an iron rod set, and;
- 3) N 17° 38' 36" W a distance of 373.92 feet to a concrete monument found at southeast corner of a tract of land described in a deed to H. R. Leigh recorded in Volume 439, Page 584, Deed Records of Williamson County;

THENCE N 2° 01' 49" W a distance of 325.27 feet with the east line of said Leigh tract to an iron rod found at the southwest corner of a tract of land described in a deed to the City of Round Rock recorded in Volume 818, Page 28, Deed Records of Williamson Co.;

THENCE N 70° 39' 54" E a distance of 99.60 feet to an iron rod found at the southeast corner of said City of Round Rock tract;

THENCE N 2° 15' 36" W a distance of 100.06 feet to an iron rod found at the northeast corner of said City of Round Rock tract in the south line of a 10.00 acre tract of land described in a deed to Glenn T. King, said iron rod being the most northerly northwest corner hereof;

THENCE N 70° 58' 36" E a distance of 507.87 feet with the south line of said King tract to an iron rod found at the southwest corner of Lot 21, Southern Terrace Revised, a subdivision of record filed in Cabinet B, Slides 90-91, Plat Records of Williamson County;

THENCE N 72° 21' 22" E a distance of 492.76 feet to an iron rod found at the southeast corner of Lot 70 of said Southern Terrace Revised, said iron rod also being the southwest corner of a tract of land described in a deed to Doyle Hickerson recorded in Volume 655, Page 164, Deed Records of Williamson County;

THENCE with the south line of said Hickerson tract, the following described three (3) courses and distances:

- 1) N 71° 41' 01" E a distance of 296.23 feet to an iron rod found;
- 2) N 70° 26' 23" E a distance of 276.43 feet to an iron rod found, and;
- 3) N 72° 00' 52" E a distance of 61.93 feet to an iron rod found at the southwest corner of Lot 18, Block H, Kensington Place Section 4, a subdivision of record filed in Cabinet F, Slide 332, Plat Records of Williamson County;

THENCE N 71° 56' 36" E a distance of 306.18 feet to an iron rod found at the northeast corner hereof, said iron rod also being the southeast corner of Lot 21, Block H, Kensington Place Section 4, and also being in the west line of Lot 27, Block M, Kensington Place Section 3, a subdivision of record filed in Cabinet E, Slides 208-210, Plat Records of Williamson County;

THENCE S 19° 17' 08" E a distance of 1341.00 feet with the west line of said Kensington Place Section 3 to an iron rod found at the southwest corner of Lot 1, Block T of said subdivision, said iron rod being the southeast corner hereof;

THENCE with the south line hereof and the north line of a tract of land described in a deed to MB Boardwalk Limited recorded in Volume 2234, Page 54, Official Records, Williamson County, the following described five (5) courses and distances:

- 1) S 70° 48' 58" W a distance of 913.15 feet to an iron rod found;
- 2) S 70° 16' 17" W a distance of 248.01 feet to an iron rod found;
- 3) S 70° 13' 36" W a distance of 150.12 feet to an iron rod found;
- 4) S 70° 26' 03" W a distance of 808.43 feet to an iron rod found, and;
- 5) S 70° 30' 26" W a distance of 148.26 feet to the Place of Beginning, containing 68.07 acres (2,965,209 square feet) of land, subject to easements, conditions or restrictions of record, if any.

COALTER & ASSOCIATES, SURVEYORS

Stan Coalter

Stan Coalter, RPS, LSLs
4-12-93



EXHIBIT "A"

BUSH SURVEYING, INC.

1714 Fenview Road, Suite 200
Austin, Texas 78704
Phone (512) 442-0990
Fax (512) 442-1084

NELSON

February 9, 1993

FIELD NOTES TO 120.658 ACRES OF LAND, BEING 23.555 ACRES OF LAND OUT OF WILLIAMSON COUNTY, TEXAS OF WHICH 6.625 ACRES IS OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NUMBER 245, AND 16.870 ACRES IS OUT OF THE SOCRATES DARLING SURVEY NUMBER 102, ABSTRACT NUMBER 232, AND BEING 97.103 ACRES OF LAND OUT OF TRAVIS COUNTY, TEXAS, OF WHICH 1.072 ACRES IS OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NUMBER 245, AND 89.979 ACRES IS OUT OF THE SOCRATES DARLING SURVEY NUMBER 102, ABSTRACT NUMBER 232, AND 6.052 ACRES IS OUT OF THE WILLIAM BRATTON SURVEY NUMBER 103, ABSTRACT 100, OF TRAVIS COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CERTAIN (168.15 ACRE) TRACT OF LAND CONVEYED TO EDITH NELSON, ET.AL., FROM J.A. PEARSON, ET.UX., AS RECORDED IN VOLUME 751, PAGE 18, OF THE TRAVIS COUNTY DEED RECORDS, TRAVIS COUNTY, TEXAS, AND VOLUME 327 PAGE 481, OF THE WILLIAMSON COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING at an iron rod found in the South right-of-way line of Williamson County Road 170 (also known as "Louis Henna Boulevard"), being the most northerly Northwest corner of the Tract herein described, and also being the Northeast corner of a 10.00 acre tract of land conveyed from C.T. Nelson, Executor of the C.T. Nelson Estate, to the Tom Fairey Company, in a deed as recorded in Volume 6663, Page 241, of the Travis County Deed Records, Travis County, Texas,

THENCE, with said right-of-way, N 76 deg. 15' 00" E, 2157.64 feet to and iron pipe found at the Northwest corner of a 5.00 acre tract of land conveyed from Edith Nelson, et.al., to Reuben D. Brown, in Volume 3830, Page 1399, of the Travis County Deed Records, Travis County, Texas, and being an angle point in the North line of the tract herein described,

THENCE, leaving said right-of-way, and with the West line of said Brown 5.00 acre tract, S 13 deg. 54' 17" E, passing the common Williamson and Travis County Line at 90.45 feet, in all 466.45 feet to an iron pipe found at the Southwest corner of said Brown tract being an angle point in the North line of the tract herein described,

THENCE, with the South line of said Brown tract, N 76 deg. 06' 39" E, passing the common Williamson and Travis County Line at 441.36 feet, in all 466.50 feet to an iron pipe found at the Southeast corner of said Brown tract, being an angle point in the North line of the tract herein described,

THENCE, with the East line of said Brown tract, N 13 deg. 53' 44" W, 466.57 feet to and iron pipe found in the South right-of-way of Williamson County Road 170, being the Northeast corner of said Brown tract, and also being an angle point in the North line of the tract herein described,

THENCE, leaving said Brown tract, and with said right-of-way, N 76 deg. 04' 07" E, 20.00 feet, to and iron rod set at the Northwest corner of a 3.754 Acre tract of land conveyed from Edith Nelson, et.al., to Thomas E. Moore, in Volume 5383, Page 815, of the Travis County Deed Records, Travis County, Texas, also being an angle point in the North line of the tract herein described,

THENCE, leaving said right-of-way, and with the West line of said 3.754 acre Moore tract, S 13 deg. 53' 44" E, 495.06 feet to an iron rod set at the southwest corner of said Moore tract, being an angle in the North line of the tract herein described,

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REAL PROPERTY RECORDS
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PAGE 2
(120.658 Acres)

THENCE, with the South line of said Moore tract, S 61 deg. 13' 22" E, 286.07 feet to an iron pipe found at the most southerly Southeast corner of said Moore tract, being at the most easterly Northeast corner of the tract herein described,

THENCE, leaving the South line of said Moore tract, and with the West line of a 19.31 acre tract of land conveyed to the O.G. Wilson Estate in Volume 751, Page 53 of the Travis County Deed Records, Travis County, Texas, S 28 deg. 40' 41" W, passing the common Williamson and Travis County line at 40.28 feet, in all 835.14 feet to an iron pipe found, at the Northwest corner of a 20.00 acre tract of land conveyed to David W. Leppin in Volume 7489, Page 534, of the Travis County Deed Records, Travis County, Texas, being an angle point in the East line of the tract herein described,

THENCE, with the West line of said 20.00 acre Leppin tract, S 29 deg. 12' 22" W, passing the southwest corner of said 20.00 acre Leppin tract at 883.94 feet, and with the most northerly West line of a 17.295 acre tract of land conveyed to James P. Michael, et. ux. in Volume 11287, Page 386 of the Travis County Deed Records, Travis County, Texas, in all 1539.66 feet to an iron rod set, in the North line of a 69.072 acre tract conveyed to the Bank of the Hills in Volume 11065, Page 70, of the Travis County Deed Records, Travis County, Texas, said iron rod being the most easterly Southeast corner of the tract herein described, and from which iron rod an iron pipe found at the most northerly Southwest corner of said Michael tract bears S 29 deg. 12' 22" W, 2.02 feet,

THENCE, with the North line of said Bank of the Hills tract, N 74 deg. 34' 38" W, 10.31 feet to an iron pipe found at an angle point in said North line, also being an angle point in the South line of the tract herein described,

THENCE, with the North line of said Bank of the Hills tract, N 59 deg. 44' 22" W 323.52 feet to an iron rod found at angle in said north line, being and angle in the south line of the tract herein described,

THENCE, continuing with said North line, S 88 deg. 23' 29" W, 1414.60 feet to an iron rod found at the Southeast corner of Lot C, of the D-K Subdivision, according to the map or plat thereof recorded in Volume 84, Page 90c, of the Travis County Plat Records, Travis County, Texas, being the most southerly Southwest corner of the tract herein described,

THENCE, leaving said North line, and with the East line of said D-K Subdivision, N 15 deg. 10' 14" W, passing the common easterly corner of said lot C, and lot B at 324.91 feet, in all 444.93 feet to an iron rod found at the Northeast corner of lot B, being the Southeast corner of lot A, also being an angle in the West line of the tract herein described,

THENCE, with the East line of said lot A, N 15 deg. 22' 41" W, 79.88 feet to an iron rod found, at the Northeast corner of said lot A, being the Southeast corner of a 0.689 acre tract of land conveyed from Edith Nelson, et. al., to Elmer Cottrell in a deed as recorded in Volume 3504, Page 2145, of the Travis County Deed Records, Travis County, Texas, also being an angle in the West line of the tract herein described,

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TRAVIS COUNTY, TEXAS

PAGE 3
(120.658 Acres)

THENCE, with the East line of said Cottrell tract, N 15 deg. 16' 07" W, 99.92 feet to an iron pipe found, at the Northeast corner of said Cottrell tract, being the Southeast corner of that a 2.07 acre tract conveyed from Edith Nelson, et.al., to Stuckey's, Inc. in Volume 2409, Page 487, of the Travis County Deed Records, Travis County, Texas, also being an angle in the West line of the tract herein described,

THENCE, with the East line of said Stuckey's tract, N 15 deg. 13' 48" W, 300.02 feet to and iron rod found at the Northeast corner of said Stuckey's tract, being the Southeast corner of a 1.718 acre tract conveyed from Edith Nelson, et.al., to Ralph E. Marker, in Volume 3064, Page 922 of the Travis County Deed Records, and also being the most easterly Southwest corner of a 2.00 acre tract conveyed from Edith Nelson, et.al., to Thomas E. Moore in Volume 4364, Page 2151, of the Travis County Deed Records, Travis County, Texas, and also being an angle point in the West line of the tract herein described,

THENCE, with the South line of said Moore 2.00 acre tract, N 74 deg. 41' 54" E, 220.29 feet to a steel fencepost found at the Southeast corner of said Moore 2.00 acre tract, and being an angle point in the West line of the tract herein described,

THENCE, with the East line of said Moore 2.00 acre tract, N 15 deg. 27' 00" W, 316.82 feet to a steel fencepost found at the Northeast corner of said Moore 2.00 acre tract, being in the South line of a 10.00 acre tract, conveyed from C.T. Nelson, Jr., Executor of the C.T. Nelson Estate, to the Tom Fairey Company in Volume 6663, Page 241, of the Travis County Deed Records, Travis County, Texas, and also being an angle point in the West line of the tract herein described,

THENCE, with the South line of said 10.00 acre tract, N 74 deg. 54' 14" E, 170.92 feet to and iron rod found at the Southeast Corner of said 10.00 acre tract, being an angle point in the West line of the tract herein described,

THENCE, with the East line of said 10.00 acre tract, N 11 deg. 41' 26" W, passing the common Williamson, and Travis County line at 3.22 feet, in all 642.33 feet to the PLACE OF BEGINNING, in all containing 120.658 acres of Land.

SURVEYED: February, 1993

By

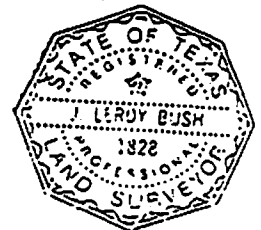


J. Leroy Bush
Reg. Professional Surveyor No. 1828

430122

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11938 1768



FIELD NOTE DESCRIPTION

OF A 153.456-ACRE TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY ABSTRACT NO. 609 IN WILLIAMSON COUNTY, TEXAS SAID 153.456 ACRES BEING PART OF THAT CERTAIN 232.541-ACRE TRACT DESCRIBED IN VOLUME 1557 PAGE 537, OFFICIAL RECORDS OF SAID WILLIAMSON COUNTY SAID 153.456-ACRE TRACT BEING ALSO A PORTION OF A 219.185-ACRE TRACT OF LAND CONVEYED TO MB BOARDWALK LIMITED BY INSTRUMENT RECORDED IN VOLUME 2234, PAGE 54 OF SAID OFFICIAL RECORDS, BEING HEREIN MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS TRACT I, CONTAINING 107.885 ACRES AND TRACT II, CONTAINING 45.571 ACRES AS FOLLOWS:

TRACT I

BEGINNING at a 1/2-inch iron rod found on the southeast corner of Lot 31, Block D of said Windy Terrace Section One recorded in Cabinet E, Slide 363 of said Plat Records, same being the southwest right-of-way corner of Greenlawn Boulevard, the southwest corner of Greenlawn Place, a subdivision recorded in Cabinet G, Slide 75 of said Plat Records, same being the northernmost northwest corner of a 13.356-acre tract of land dedicated for right-of-way purposes to Williamson County by instrument recorded in Volume 1526, Page 17 of said Official Records for the northeast corner and POINT OF BEGINNING of the herein described TRACT I,

THENCE leaving the aforementioned common line and through the interior of said 232.541-acre tract of land coincident with the west right-of-way line of said 13.356-acre tract of land same being the east boundary line of the herein described TRACT I the following nine (9) courses and distances;

- 1) S19°41'17"E for a distance of 319.74 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right;
- 2) With the arc of said curve to the right having a radius of 363.17 feet, a central angle of 40°39'42", a chord length of 252.36 feet (chord bears S00°38'22"W) for an arc length of 257.73 feet to a 1/2-inch iron rod set for a point of reverse curvature of a curve to the left;
- 3) With the arc of said curve to the left having a radius of 440.00 feet, a central angle of 40°55'39", a chord length of 307.66 feet (chord bears S00°30'33"W) for an arc length of 314.30 feet to a 1/2-inch iron rod set on a point of tangency;
- 4) S19°57'16"E for a distance of 257.23 feet to an iron rod set on a point of curvature of a curve to the left;
- 5) With the arc of said curve to the left having a radius of 1311.33 feet, a central angle of 08°59'42", a chord length of 205.66 feet (chord bears S24°27'07"E) for an arc length of 205.87 feet to a 1/2-inch iron rod set on a point of tangency;
- 6) S28°56'58"E for a distance of 186.95 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right;
- 7) With the arc of said curve to the right having a radius of 1021.20 feet, a central angle of 13°24'15", a chord length of 238.36 feet (chord bears S22°14'51"E) for an arc length of 238.90 feet to a 1/2-inch iron rod set on a point of tangency;
- 8) S15°32'44"E for a distance of 314.05 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right;
- 9) With the arc of said curve to the right having a radius of 25.00 feet, a central angle of 90°00'27", a chord length of 35.36 feet (chord bears S29°27'16"W) for an arc length of 39.27 feet to a 1/2-inch iron rod set on a point of tangency on the new north right-of-way line of County Road No. 170, same being the north boundary line of said 13.356-acre right-of-way tract for the southeast corner herein;

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THENCE coincident with said north right-of-way line of County Road No. 170 same being the north boundary line of said 13.356-acre tract same being the south boundary line of the herein-described tract of land the following two (2) courses and distances:

- 1) $S74^{\circ}27'16''W$ for a distance of 323.34 feet to a 1/2-inch iron rod set on an angle point herein;
- 2) $S76^{\circ}09'31''W$ for a distance of 2119.21 feet to a 1/2-inch iron rod set on the southwest corner of the herein-described Tract I;

THENCE leaving the aforementioned common boundary line and through said 232.541-acre tract of land, $N13^{\circ}48'54''W$ for a distance of 1833.10 feet to a 1/2-inch iron rod set on the south line of Corridor Park II, a subdivision recorded in Cabinet G, Slide 136, Plat Records of said Williamson County, same being the north boundary line of said 232.541-acre tract for the northwest corner of the herein-described tract;

THENCE with the south boundary line of said Corridor Park II subdivision same being the north line of said 232.541-acre tract and the north boundary line herein the following two (2) courses and distances:

- 1) $N69^{\circ}35'02''E$ for a distance of 165.52 feet to a 1/2-inch iron rod found on an angle point hereof;
- 2) $N70^{\circ}11'29''E$ for a distance of 913.18 feet to a 1/2-inch iron rod found on the southwest corner of Lot 1, Block T, Kensington Place Section 3 recorded in Cabinet E, Slide 208 of said Plat Records same being the southeast corner of Lot 3, The Resubdivision of Lot 2 and Lot 3, Corridor Park II, recorded in Cabinet H, Slide 259 of said Plat Records same being an angle point in the north boundary line of said 232.541-acre tract and the north boundary line herein;

THENCE with the south boundary line of the aforementioned Kensington Place Subdivision same being the north boundary line herein the following two (2) courses and distances:

- 1) $N70^{\circ}06'44''E$ for a distance of 480.40 feet to a 1/2-inch iron rod found on an angle point hereof;
- 2) $N70^{\circ}23'21''E$ for a distance of 317.98 feet to a 1/2-inch iron rod found on the common southeast corner of said Kensington Place Section Three and the southwest corner of Lot 23, Block D, Windy Terrace, Section One, for an angle point in the north boundary line of said 232.541-acre tract;

THENCE with the south line of said Windy Terrace, Section One same being the north boundary line of said 232.541-acre tract, $N70^{\circ}29'13''E$ for a distance of 550.35 feet to THE POINT OF BEGINNING hereof and containing 107.88 acres of land area.

TRACT II

BEGINNING at a 1/2-inch iron rod set on the easternmost northeast corner of said 13.356-acre right-of-way tract same being the southeast corner of the herein-described tract;

THENCE with the north boundary line of said 13.356-acre right-of-way tract, same being the new north right-of-way line of said County Road No. 170, $S74^{\circ}27'16''W$ for a distance of 903.68 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right of the east right-of-way line of said 13.356-acre right-of-way tract for the most southerly southwest corner herein;

THENCE with said east right-of-way line same being the west boundary line hereof the following nine (9) courses and distances;

- 1) With the arc of said curve to the right having a radius of 25.00 feet, a central angle of 90°00'27", a chord length of 35.36 feet (chord bears N60°32'44"W) for an arc length of 39.27 feet to a 1/2-inch iron rod set on a point of tangency;
- 2) N15°32'44"W for a distance of 225.00 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the left;
- 3) With the arc of said curve to the left, having a radius of 1144.85 feet, a central angle of 13°24'14", a chord length of 267.22 feet, (chord bears N22°14'51"W) for an arc length of 267.83 feet to a 1/2-inch iron rod set on a point of tangency;
- 4) N28°56'58"W for a distance of 268.10 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right;
- 5) With the arc of said curve to the right having a radius of 1231.33, a central angle of 08°59'42", a chord length of 193.11 feet (chord bears N24°27'07"W) for an arc length of 193.31 feet to a 1/2-inch iron rod set on a point of tangency;
- 6) N19°57'16"W for a distance of 257.23 feet to a 1/2-inch iron rod set on a point of curvature of a curve to the right;
- 7) With the arc of said curve to the right having a radius of 360.00 feet to central angle of 40°55'37", a chord length of 251.72 feet (chord bears N00°30'33"E) for an arc length of 257.15 feet to a 1/2-inch iron rod set on a point of reverse curvature of a curve to the left;
- 8) With the arc of said curve to the left having a radius of 443.17 feet a central angle of 40°39'37", a chord length of 307.94 feet (chord bears N00°38'32"E) for an arc length of 314.50 feet to a 1/2-inch iron rod set on a point of tangency;
- 9) N19°41'17"W for a distance of 319.78 feet to a 1/2-inch iron rod set on the south line of said Greenlawn Place Subdivision being the southwest corner of Lot 2, Block H of said subdivision, a point in the north boundary line of the original 232.541-acre tract and the northwest corner herein;

THENCE leaving the east right-of-way line of said 13.356-acre tract, coincident with the south boundary line of said Greenlawn Place Subdivision, the north boundary line of said 232.541-acre tract and north boundary line herein the following two (2) courses and distances;

- 1) N70°16'58"E for a distance of 275.37 feet to a 1/2-inch iron rod found on an angle point in said Greenlawn Place, said 232.541-acre tract and the herein-described tract of land;
- 2) N70°11'20"E for a distance of 550.08 feet to a 1/2-inch iron rod found on the west boundary line of Windy Park, Section Two-Revised recorded in Cabinet 1, Slide 232 of said Plat Records for the southeast corner of said Greenlawn Place, the northeast corner of said 232.541-acre tract and northeast corner of the herein-described tract;

THENCE with the common boundary line of said Windy Park, Section Two-Revised, the east boundary line of said 232.541-acre tract and herein, S21°47'31"E for a distance of 100.38 feet to the southwest corner of said Windy Park, the northwest corner of that certain 2.04-acre tract of land conveyed to the Manville Water Supply Corporation by instrument recorded in Volume 642, Page 600 of said Official Records, an angle point in the east boundary line of said 232.541-acre tract and east boundary line hereof;

THENCE with the east boundary line of said 232.541-acre tract and herein, S19°44'17"E at a distance of 310.05 feet pass a 1/2-inch iron rod found on the southwest corner of said 2.04-acre tract same being the northwest corner of that tract of land conveyed to Billy Wray Glenn by instrument, recorded in Volume 1375, Page 315 of said Official Records, continuing with the west boundary line of said Glenn tract, the east boundary line of said 232.541-acre tract, and herein for a total distance of 871.60 feet to a 1/2-inch iron rod found;

THENCE continuing with the aforementioned common line the following four (4) courses and distances:

- 1) S20°00'19"E for a distance of 371.53 feet to a 1/2-inch iron rod found on an angle point;
- 2) S19°15'30"E for a distance of 184.51 feet to a 1/2-inch iron rod found on an angle point;
- 3) S15°45'13"E for a distance of 520.66 feet to a 1/2-inch iron rod found on an angle point;
- 4) S14°48'24"E for a distance of 96.74 feet to the POINT OF BEGINNING containing 45.571 acres of land area.

These field notes are a result of an on-the-ground survey performed by Baker-Aicklen & Associates, Inc.

Cecil Jackson Chisholm

Cecil Jackson Chisholm Date
Registered Professional Land Surveyor No. 4295

CJC:ek
August 6, 1992
Revised 02/18/93, 04/13/93
Job No. 502-002-20



DATE: August 24, 1993

SUBJECT: City Council Meeting, August 26, 1993

ITEM: 13.A. Consider a resolution authorizing the Mayor to enter into an Economic Development Program Agreement with Dell Computer Corporation.

STAFF RESOURCE

PERSON: Joe Vining

STAFF

RECOMMENDATION: Approval

Staff will make a presentation at the meeting.