

ORDINANCE NO. 810611-A

AN ORDINANCE DESIGNATING APPROXIMATELY ONE HUNDRED FIFTY (150) ACRES IN THE OAK HILL AREA A PLANNED DEVELOPMENT AREA AND AN INDUSTRIAL DISTRICT, SAID APPROXIMATELY ONE HUNDRED FIFTY ACRES BEING THE SITE OF A PLANT PROPOSED BY MOTOROLA, INC.; APPROVING A PLANNED DEVELOPMENT AREA AND INDUSTRIAL DISTRICT AGREEMENT WITH MOTOROLA, INC.; WAIVING THE REQUIREMENT THAT ORDINANCES BE READ ON THREE SEPARATE DAYS; WAIVING ANY NECESSITY FOR MORE THAN ONE READING OF AN ORDINANCE ON ANY ONE DAY; AND, DECLARING AN EMERGENCY.

WHEREAS, Motorola, Inc., a corporation chartered under the laws of the State of Delaware, ("Company") has expressed its desire to establish and operate a facility for the processing, manufacture, assembly and testing of electronic materials, components, devices, systems, equipment and apparatus at the location within the City of Austin's ("City") extraterritorial jurisdiction described on Exhibit "A" attached hereto, incorporated herein by reference, and made a part hereof ("Property"), a plat of the Property marked Exhibit B is attached, incorporated herein by reference, and made a part hereof ("Site Plan"); and,

WHEREAS, it is recognized by the City of Austin and by Company, that the facility ("Facility") will be within the sphere of influence of the City of Austin, dependent on said City, among other things, for its labor market and utility systems, and that the City of Austin, in turn, will be affected by such development in terms of necessary expansion of utility services, transportation systems, effect of the facility on outlying areas of the City in the vicinity of the Facility, and effect upon future expansion of the City; and

WHEREAS, Company has requested, and City desires, that the Facility location be designated "Planned Development Area" and "Industrial District"; NOW, THEREFORE,

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

SECTION 1. That the Property located within the City of Austin's extraterritorial jurisdiction which is described in Exhibit "A" attached to this Ordinance, incorporated into this Ordinance by reference and made a part of this Ordinance for all purposes, is hereby designated a Planned Development Area.

SECTION 2. That the Property located within the City of Austin's extraterritorial jurisdiction which is described in Exhibit "A" attached to this Ordinance, incorporated into this Ordinance by reference and made a part of this Ordinance for all purposes is hereby designated an Industrial District in accordance with Sec. 5 of Article 970a, TEX. REV. CIV. STAT. ANN.

SECTION 3. That the City Council hereby approves and authorizes a Planned Development Area and Industrial District Agreement with Motorola, Inc., the terms and conditions of which are set forth in Section 4 hereof.

SECTION 4. The development of the Property described in Exhibit "A" hereof shall be subject to the following provisions:

(a) Uses:

(1) No residential use shall be permitted upon the Property except for watchmen or custodians in conjunction with the Facility constructed on the Property.

(2) No outdoor storage or display of material or products shall be permitted other than (1) the temporary storage of construction materials and equipment; (2) the location of docks, tank trailers, equipment, dumpsters, drum storage, shipping and receiving areas so long as such items are screened from view from all public roads immediately adjacent to and at a level not more than ten (10) feet above the Property; and (3) storage tanks, cooling towers, treatment facilities, an industrial gas plant, and support facilities normally segregated from primary structures.

(3) Uses permitted shall include:

- a. Offices, financial and related facilities;
- b. Business services;
- c. Storage and warehousing;
- d. Wholesale distribution;
- e. Manufacturing or processing where conducted within a fully enclosed building; and conducted in such a way as to comply with the standards set forth in this Ordinance.
- f. Matters incidental to the manufacturing process such as (without limitation) storage tanks and areas, treatment facilities, control devices or equipment required by law, cooling towers, industrial gas plant, electrical transformers and substations; and
- g. Support facilities normally segregated from primary structures.

(b) Height and Setback Provisions:

(1) Building Height: 35 feet, but when set back from property lines more than 25 feet, buildings may exceed this height by one foot for each one foot of additional setback beyond 25 feet. This height limitation does not apply to signs, water towers, antennas, exhaust vents or stacks or microwave towers.

(2) Set Back: As shown on Site Plan attached to this Ordinance as Exhibit "B", incorporated into this Ordinance by reference and made a part of this Ordinance for all purposes, ("Site Plan").

(3) Coverage and Building Location: Not more than 40% of the Property shall be covered by impervious cover. Impervious cover shall include all roads, parking areas, buildings and other impermeable construction covering the natural land surface of the Property; this shall include, but not be limited to all streets and pavement within the boundary lines of the Property. Company may make changes in the building, parking and interior roadway designs and locations shown on the Site Plan (Exhibit "B") without further approval so long as the percentage of coverage on the Property does not exceed that which is permitted herein and improvements do not encroach into designated Critical Water Quality Zones along waterways as defined on any subdivision plat of the Property and do not interfere with storm water flow to sedimentation-erosion or detention/filtration ponds.

(c) Signs:

(1) Name identification or advertising signs shall not be located within 100 feet of a residential lot.

(2) Flashing lights shall not be used on any signs designed to be viewed beyond the Property.

(d) Offstreet Parking:

(1) There shall be at least one (1) automobile parking space for each 600 square feet of floor area. Covered walkways and corridors shall be excluded for purposes of calculating parking requirements.

(2) Offstreet loading: Shall be as shown on Site Plan (Exhibit "B").

(e) Performance Standards:

(1) General: No land or structure on the property shall be used or occupied in any manner so as to unreasonably create any dangerous, injurious, noxious, or otherwise objectionable noise, smoke, dust or other form of air pollution, liquid or solid refuse or waste, or other substance, condition, or element in such a manner or in such amount as to substantially affect any use of premises within the vicinity; the foregoing are hereinafter referred to as "dangerous or objectionable elements". The standards set forth in paragraph (3) below shall be used to determine whether such dangerous or objectionable elements exist.

(2) Locations Where Determinations Are to Be Made for Enforcement Standards.

a. Noise, Vibration, Glare, Toxic and Noxious Matter: At the Property Line.

b. Smoke: At the place of emission into the atmosphere.

(3) Standards for Enforcement:

a. Noise: At the points of measurement, the maximum sound pressure level radiated by any use or facility (other than transportation facilities or temporary construction work) shall not exceed the decibel limit values for the octave bands given in Table I. The sound pressure level shall be measured with a Sound Level Meter and associated Octave Band Analyzer conforming to standards prescribed by the American Standards Association. (American Standard Sound Level Meters for Measurement of Noise and Other Sounds, 224.3-1944, American Standards Association, Inc., New York, N.Y., and American Standard Specification for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, 224.10-1953, American Standards Association, Inc., New York, N.Y., or latest approved revisions thereof as the date of adoption of this Ordinance shall be used.)

TABLE I

Frequency Ranges Containing Standard Octave Bands in Cycles per Second			Octave Band Sound Pressure Level in Decibels re 0.0002 dyne/square centimeter
20	to	75	72
75	to	150	67
150	to	300	59
300	to	600	56
600	to	1,200	53
1,200	to	2,400	50
2,400	to	4,800	44
above		4,800	38

Between the hours of 10:00 p.m. and 6:00 a.m., the permissible sound levels shall be three decibels less than shown above.

Measurements shall be made, less background noises from other sources, using the flat network and the slow position of the sound level meter.

b. Vibration: At the points of measurements, earthborne vibrations from any operation or plan shall not exceed the limits set forth in Column I below, for the area in which located, unless the point of measurement is located on a Property line which is also the boundary line of a residential area or within eighty feet of a residential area boundary line which is located within a street right-of-way, in which case the limits set forth in Column II below shall apply.

TABLE II

Frequency Cycles per Second	Column I* Displacement (inches)	Column II* Displacement (inches)
0 to 10	.0010	.0004
10 to 20	.0008	.0002
20 to 30	.0005	.0001
30 to 40	.0004	.0001
40 to over	.0003	.0001

c. Glare: Any operation or activity producing intense glare shall be performed in such a manner as not to create a nuisance or hazard across lot lines. Direct illumination from any source of light or direct welding flash shall be screened from adjoining properties and reflected light from these sources shall not exceed 0.5 foot candles across the source property lines.

d. Smoke and Particulate Matter: Smoke emitted from any vent, stack, chimney, skylight, window, building opening, or combustion process shall comply with the Texas Clean Air Act and the Rules and Regulations of the Texas Air Control Board.

e. Toxic and Noxious Matter: In no case shall the concentrations of toxic or noxious matter be released across source lot lines which will exceed the threshold limit for an industrial worker. Reference is made to the most recent publication, at the time of adoption of this Ordinance, of "Threshold Limit Values", adopted by the Texas State Board of Health in accordance with authority granted in Article 4418d of the Revised Civil Statutes of Texas.

f. Fire and Explosive Hazards: Activities involving the storage and utilization of materials or products which decompose by detonation are permitted only when specifically approved by the City of Austin Fire Department. Such materials shall include but are not limited to all primary explosives such as lead azide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, HMX, PETN, and picric acid; propellants and components thereof such as nitrocellulose, black powder, boron hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate, and potassium nitrate; blasting explosives such as dynamite and nitroglycerin; unstable organic compounds such as acetylides, and ozonides; strong oxidizing agents such as perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than thirty-five percent; and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239.

*Steady State — vibrations, for the purpose of this instrument, which are continuous or more frequent than sixty pulses per minute. Impact vibration, those less frequent than sixty pulses per minute, shall not cause more than twice the displacement stipulated.

Explosives shall be stored, utilized, and manufactured in accordance with applicable local, state, and federal codes. All applications for uses involving fire and explosive hazards may be referred to the office of the City of Austin Fire Department for approval. Such approval shall indicate compliance with all applicable fire codes and ordinances of the City of Austin and shall be indicated on the application within ten days from the date such application was made in the office of the Building Inspector.

g. Liquid or Solid Wastes: No discharge shall be made into a public sewer, any private sewage disposal system, stream, or into the ground unless in accordance with the standards and ordinances approved by the City of Austin which are applicable to other similar types of industries and the standards and laws of the State of Texas which are applicable to the Property and the specific use.

(f) Streets, Utilities and Other Facilities:

(1) Streets and Utility Service: Easements for utilities and streets shall be granted by Motorola, Inc. in accordance with the Site Plan (Exhibit "B") at such time as it is determined by the City of Austin that they are needed. The City of Austin shall provide water, electricity, and sewerage in accordance with the rates it charges other users of a like nature. No City of Austin tax funds or tax revenues shall be obligated to or expended for the provision of any utility service to the Property described in Exhibit "A" hereof or to the Facility built thereon by Motorola, Inc.

(2) Utility Lines: Utility lines necessary to serve the Property and the uses herein approved shall be extended to the Property in accordance with the plan attached to this Ordinance as Exhibit "C" which is incorporated into this Ordinance by reference and made a part of this Ordinance for all purposes. Upon the effective date of this Ordinance, the City will undertake to acquire necessary right-of-way, if any, for such extensions; provided, however that Motorola, Inc. shall pay to City, in advance, sums sufficient to cover all costs of acquiring any such right-of-way. The City shall have no obligation to and shall not acquire any such right-of-way unless and until Motorola, Inc. has paid to City in advance all costs of any such acquisition. No City of Austin tax revenues or tax funds shall be utilized to acquire any such right-of-way, but said acquisition cost shall be paid solely from the funds provided by Motorola, Inc. pursuant to this Ordinance.

(3) Access: Company will open and maintain only the permanent street accesses shown on the Site Plan (Exhibit "B") at the approximate locations shown thereon, and no other. If Motorola, Inc. determines that the right-of-way for Ferry Crossing Road cannot be reasonably acquired to locate Ferry Crossing Road on the Primary Site as shown on the Site Plan (Exhibit "B"), Motorola, Inc. may locate Ferry Crossing Road on the Alternate Site therefor as shown on the Site Plan (Exhibit "B"), so long as the impervious coverage of the Property (Exhibit "A") does not exceed the percentage permitted herein. If the Alternate Site for Ferry Crossing Road is utilized, Motorola, Inc. may, in order to maintain the impervious cover limitation herein, add adjacent land to the Property (Exhibit "A") equal in size to the Alternate Site

for Ferry Crossing Road so long as such adjacent land is properly restricted to never having any impervious cover constructed, placed or maintained thereon. Provided, however, that should additional permanent access or revisions to such access be deemed advisable, approval of the City Council of the City of Austin shall be obtained in addition to such other authorities as may be required by law. Company, at its expense and at such time as it may elect shall be permitted to install a traffic signal at an intersection of Ferry Crossing Road and the interior roadway.

(4) City shall pay to Motorola, Inc. the lesser of one-half or \$1,000,000 of the total construction cost of the water supply improvements constructed by Motorola, Inc. pursuant to Exhibit "C" hereof, provided, however that City shall be obligated to pay such amount to Motorola only with revenues from the operation of City's combined utility systems remaining after the payment of all of such systems' operation and maintenance costs and expenses and after payment of the annual principal, interest and special fund requirements of all utility revenue bonds of the City heretofore or hereafter issued which are secured by or payable in whole or in part from any of the revenues of such systems. City's payments hereunder shall be without interest and shall be made to Motorola, Inc. in approximately equal monthly installments over a five (5) year period. No payments by City shall be due until January 1 of the first year following the annexation by City of the last phase of Motorola's Facility. To the extent that such revenues are insufficient to make any payments, any amount not paid to Motorola, Inc. due to such insufficiency shall be carried forward until such revenues are sufficient to make such payments. Nothing herein shall be construed to, in any manner, obligate the City to annex any or all of the Property described in Exhibit "A" hereof or the Facility located thereon by Motorola, Inc. No City of Austin tax funds or tax revenues shall be utilized to pay City's share of the cost of the water supply construction improvements as established hereunder, but said obligation shall be satisfied solely from the remaining utility system revenues described above. Each payment to Motorola hereunder shall be paid and derived exclusively from the above described revenues generated to the City the fiscal year of the City during which the payment is made.

(g) Annexation:

The City is and shall not hereby be obligated to annex any or all of the Property described in Exhibit "A" hereof or the Facility located thereon by Motorola, Inc. The City shall not annex the Property described in Exhibit "A" hereof or the Facility located thereon by Motorola, Inc. for seven (7) years unless requested to do so by Motorola, Inc. Motorola, Inc. shall request the City to annex each phase of its Facility located on said Property upon the completion of the improvements for each phase.

(h) Enforcement:

The Property shall be developed only in accordance with this Ordinance and the provisions made herein shall be binding on Motorola, Inc., its successors and assigns. Enforcement of the provisions herein may be by the City of Austin, or by any person adversely affected by any violation thereof in a court of competent jurisdiction in law or equity.

(i) Commencement of Construction:

In the event Motorola, Inc. fails to commence construction of its facility within two (2) years from the date of final passage hereof, the City shall have no obligations hereunder and may repeal this Ordinance with no liability or responsibility whatsoever to Motorola, Inc.

SECTION 5. That upon final adoption of this Ordinance and execution of an acceptance hereof by Motorola, Inc., Motorola, Inc. agrees to be contractually bound by all the terms and conditions contained herein, as evidenced by filing with the City Clerk, in writing, within fifteen (15) days after the final passage of this Ordinance, an acceptance of the Ordinance and promise to comply with and abide by all its provisions, terms and conditions. In the event the acceptance is not filed as provided for herein, this Ordinance shall terminate and be null and void.

SECTION 6. That upon final adoption of this Ordinance the City Manager or the Deputy City Manager is hereby authorized and directed to execute on behalf of the City of Austin the City's promise to be contractually bound by all its provisions, terms and conditions.

SECTION 7. That if any section, subsection, sentence, clause, phrase, word, words or other portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. That the requirement that ordinances be read on three separate days is hereby waived as is any necessity for more than one reading of an ordinance on any one day; and, that this Ordinance relates to immediate preservation of the health and safety and is hereby adopted as an emergency measure, the nature of the emergency being that the citizens of Austin are in immediate peril of losing Motorola, Inc.'s Facility proposed for the Property described in Exhibit "A" hereof to another locality unless this Ordinance which will enable Motorola, Inc. to locate on the said Property is immediately effective and the loss of Motorola, Inc. to another locality will result in (1) the loss of job opportunities for Austin citizens and (2) the loss of City revenues which would be derived from selling utility services to Motorola, Inc.; Therefore, an emergency is declared and this Ordinance shall be effective immediately upon its final passage pursuant to the Charter of the City of Austin.

PASSED AND APPROVED

June 11, 1981 § Carole Zecton McClellan
Mayor

APPROVED: Jeremy Z. Harris ATTEST: Grace Monroe
City Attorney City Clerk

LJUNE81
JLH:bj

EXHIBIT "A"

FIELD NOTES FOR A ONE HUNDRED FIFTY (150.00) ACRE TRACT OF LAND IN TRAVIS COUNTY, TEXAS; BEING OUT OF AND A PART OF THAT CERTAIN 1040.83 ACRE TRACT DESCRIBED IN A DEED TO C.G.C. DEVELOPMENT, LTD. AND RECORDED IN VOLUME 7005, PAGE 942 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 150 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a post found at the southwest corner of said C.G.C. tract same being at the southeast corner of the Carl Wheeler, Jr., property as shown on a survey map of 845.74 acres prepared by James R. Hall in September of 1969, said point of beginning bears N 61°46' W a distance of 10.10 feet from a concrete monument shown on said survey map, said concrete monument being a corner of the herein described 150.00 acre tract;

THENCE with the west line of the said C.G.C. tract and the east line of the said Wheeler property N 22°32' W, a distance of 639.20 feet to a point in the south line of cemetery tract as shown on the said survey map;

THENCE with the south line of said cemetery tract N 88°59' E, a distance of 172.66 feet to a point, same being the southeast corner of the cemetery tract;

THENCE with the east line of the said cemetery tract N 09°54' W, a distance of 331.25 feet to a point, same being the northeast corner of the cemetery tract;

THENCE with the north line of the said cemetery tract S 75°42' W, a distance of 233.83 feet to a point, same being the northwest corner of the cemetery tract and the southeast corner of the John R. Pond Subdivision as shown on the said survey map;

THENCE with the east line of the said John R. Pond Subdivision the following four (4) courses:

- 1) N 24°08' W, a distance of 158.90 feet to a point;
- 2) N 23°05' W, a distance of 379.76 feet to a point;
- 3) N 23°37' W, a distance of 236.54 feet to a point;
- 4) N 22°34' W, a distance of 172.44 feet to a point;

THENCE with the east line of the said John R. Pond Subdivision and the east line of the Magness-Robinson Subdivision as shown on the said survey map, N 21°23' W, a distance of 157.11 feet to a point;

THENCE, continuing with the west line of said Magness-Robinson Subdivision N 22°28' W, a distance of 306.49 feet to a point, same being the northeast corner of the said Magness-Robinson Subdivision and the southeast corner of the C. R. Robertson property as shown on the said survey map;

THENCE with the east line of the said C. R. Robertson property N 24°18' W, a distance of 180.00 feet to a point, said point being in a west line of the said C.G.C. Development, Ltd. tract and also being the northwest corner of the herein described 150.00 acre tract;

THENCE in an easterly direction through the interior of the said C.G.C. property and the north line of the herein described 150.00 acre tract the following seven (7) courses:

- 1) N 57°39'43" E, a distance of 634.94 feet to a point;
- 2) N 78°41'24" E, a distance of 101.81 feet to a point;
- 3) N 61°44'43" E, a distance of 1075.29 feet to a point;
- 4) S 78°21'30" E, a distance of 406.36 feet to a point;
- 5) S 63°42'04" E, a distance of 288.90 feet to a point;
- 6) S 85°19'21" E, a distance of 220.74 feet to a point;
- 7) N 78°57'16" E, a distance of 297.51 feet to a point;

THENCE in a southerly direction with the east line of the herein described 150.00 acre tract the following three (3) courses:

- 1) S 27°26'40" E, a distance of 407.91 feet to a point;
- 2) S 02°44'58" W, a distance of 354.41 feet to a point;
- 3) S 16°20'43" E, a distance of 727.70 feet to a point in the north right-of-way line of a proposed street;

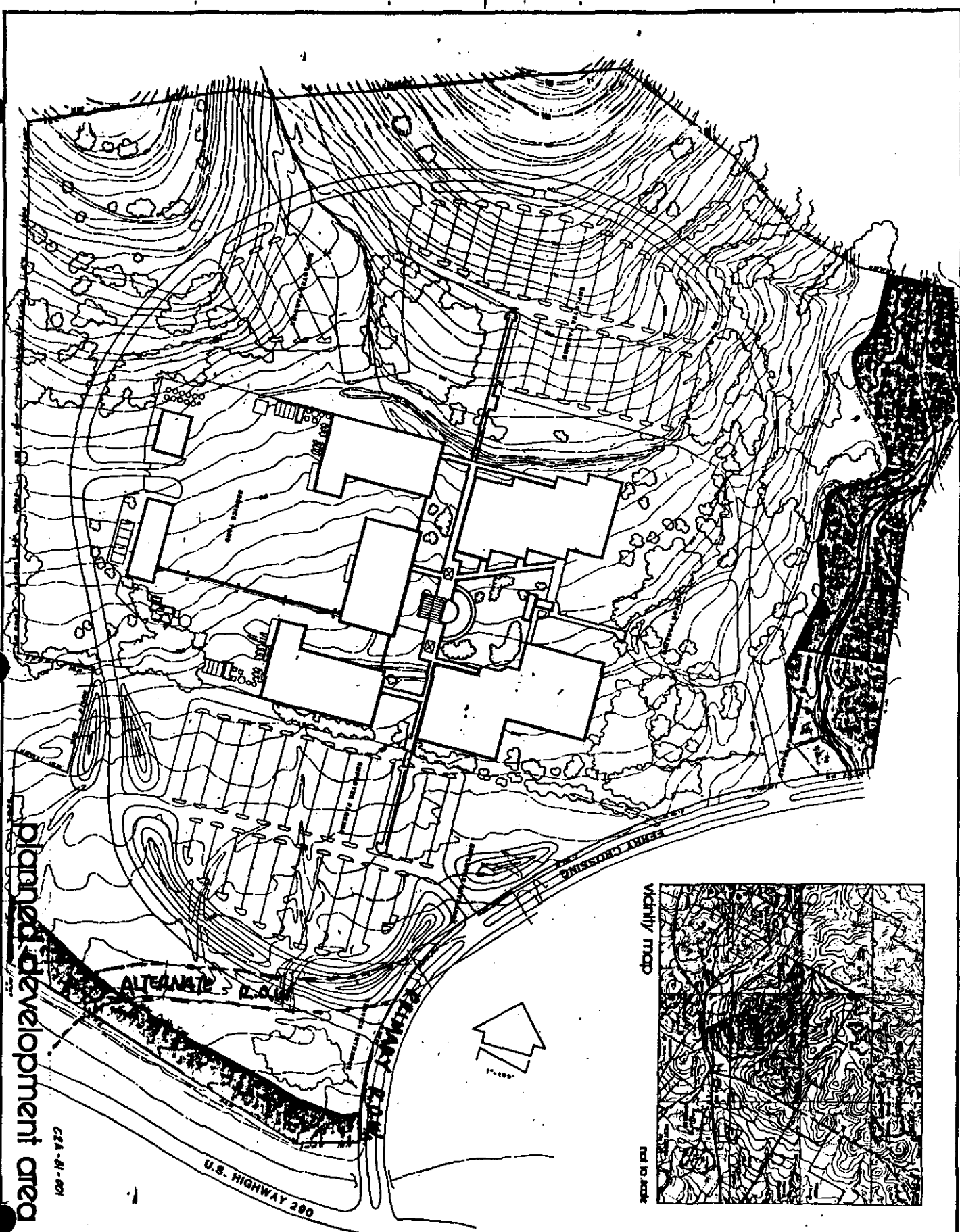
THENCE with the said right-of-way line the following five (5) courses:

- 1) S 57°20'16" W, a distance of 180.00 feet to a point;
- 2) Along a curve to the left having a radius of 2400.00 feet, a central angle of 23°40'00", and a chord which bears S 45°30'16" W, 984.31 feet to a point;
- 3) S 33°40'16" W, a distance of 124.28 feet to a point;
- 4) Along a curve to the left having a radius of 767.11 feet, a central angle of 58°36'16", and a chord which bears S 04°22'08" W, 750.87 feet to a point;
- 5) S 24°56'00" E, a distance of 40.00 feet to a point in a south line of the said C.G.C. tract and the north right-of-way line of U.S. Hwy. 290;

THENCE with the south line of the said C.G.C. tract and the north right-of-way line of U.S. Hwy. 290 the following three (3) courses:

- 1) S 65°04'00" W, a distance of 194.00 feet to a point;
- 2) N 81°52'00" W, a distance of 1011.59 feet to a concrete monument;
- 3) N 61°46'00" W, a distance of 10.10 feet to the POINT OF BEGINNING and containing 150.00 acres.

Field Notes prepared by Jeryl Hart Engineers, Inc. from a map of survey by James R. Hall, R.P.S., and office calculation by Jeryl Hart Engineers, Inc.



planned development area

C2A-BI-001

U.S. HIGHWAY 290

MOTOROLA

**SOUTH AUSTIN SITE
MASTER SITE PLAN**



planned environments inc.
landscape architects land planners
15025 west overuse austin, texas 78741 512-424-0806
jeryl hart engineers, inc.
4911 harmon suite 109 austin, tx.

BERNARD JOHNSON INCORPORATED
ARCHITECTS • ENGINEERS • PLANNERS
ONE UNIVERSITY DRIVE • HOUSTON TEXAS 77058



EXHIBIT B

0 2000 4000 6000 FEET
SCALE



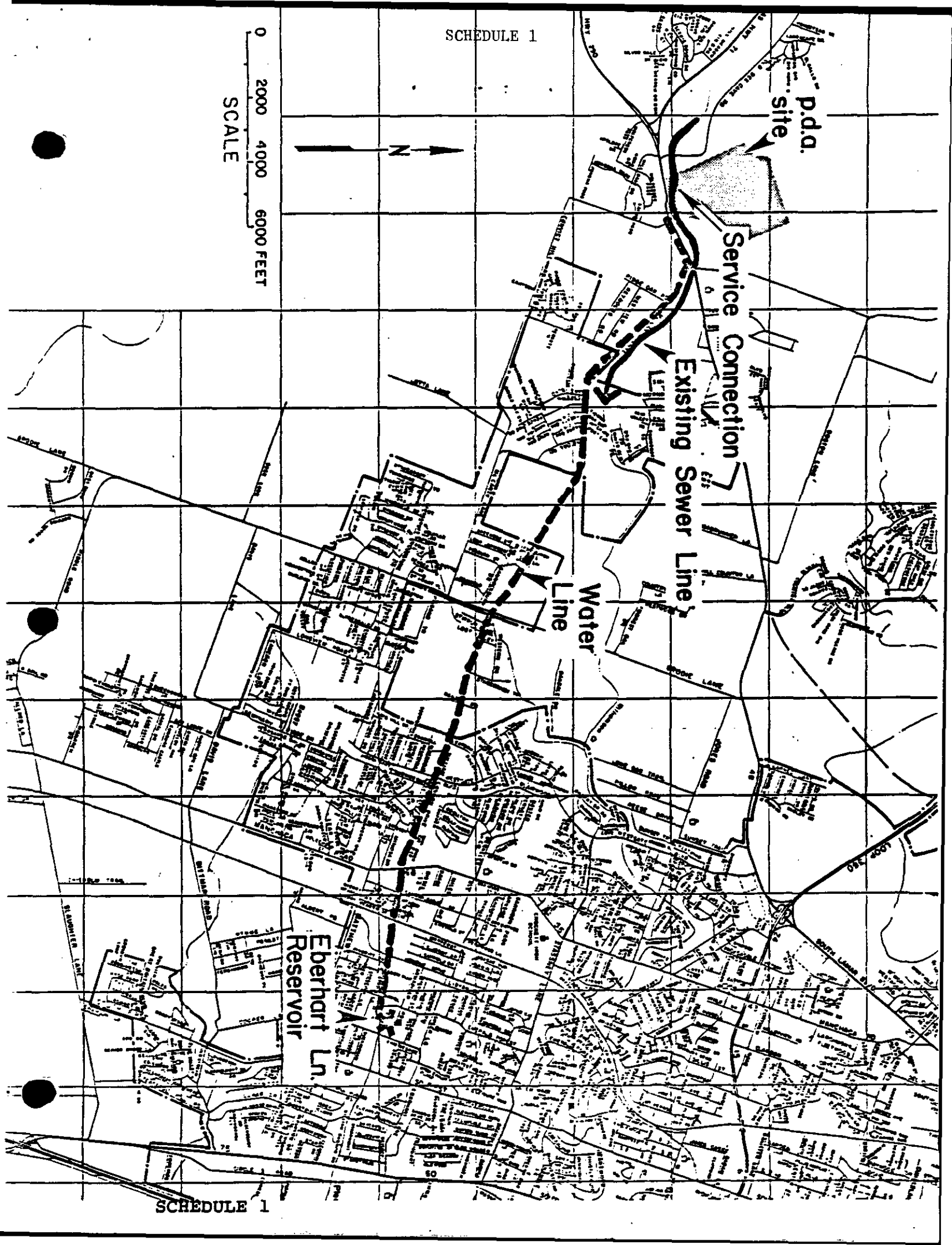
p.d.a.
site

Service Connection

Existing Sewer Line

Water Line

Eberhart Ln.
Reservoir



ELECTRIC SUPPLY

City agrees to sell and to deliver to Company all electricity reasonably required by Company, such electricity to be supplied from the City's electrical distribution system as extended by the City in accordance with the Plan attached, at a point or points of delivery adjacent to the boundaries of the Property. Without limiting the generality of the foregoing, City agrees that it will maintain the capability to deliver to company the equivalent of underground dual 12.5 KV primary service from an offsite utility station to owner furnished 15 KV switch gear with adequate capacity to supply a load of 31 MVA on or before January 1, 1982 or other means of service as may be mutually agreed upon by the City and Company.

RATES

Rates for utility services delivered pursuant to this Exhibit shall not be less than those normally charged by the City for comparable customers within the City or more than those normally charged by the City for comparable customers outside the City, all as established from time to time by the Austin City Council.

PLAN
ELECTRIC SUPPLY

DATE: April 17, 1981
TO: Richard R. Lillie, Director of Planning
FROM: H. L. Peterson, Assistant Director Electric Utility
SUBJECT: MOTOROLA WESTERN FACILITY - P. D. A.

The Electric Department has reviewed plans for the Motorola-Western facility for Austin and discussed service with representatives from Motorola's Electrical Construction Department.

Electric service is available to the site and will be provided in accordance with Standard Rules and Regulations.

If there are any questions please contact this office.



H. L. Peterson
Assistant Director
Electric Utility

HLP/RCD/glh

RECEIVED

APR 21 1981

PLANNING

EXHIBIT "C"

UTILITY EXTENSION

WATER SUPPLY

City agrees to sell and to deliver to Company, all water reasonably required by Company not to exceed 1,500,000 gallons per day, such water to be supplied from the City's water distribution system as extended by Company or its successors or assigns at its expense (including the make ready cost associated with making the Eberhart Lane Reservoir usable) in accordance with the plan attached hereto as Schedule 1 ("Plan"), at a point or points of delivery adjacent to the boundaries of the Property to be designated by the Company's engineer. The supply of water to Company shall be nondiscriminatory and shall be uniform with the policy or policies established by the Austin City Council for the provision of utilities to other similarly situated customers. Water as used in this Exhibit means potable water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses. The City shall maintain an adequate water supply to provide service to Company. City agrees that it will maintain the capability to deliver to Company a minimum of 1,500,000 gallons of water per day at the Eberhart Lane Reservoir. Notwithstanding anything in this Agreement to the contrary, Company, at its expense, shall be permitted to construct a water storage facility on or adjacent to the Property.

WASTEWATER DISPOSAL

The City agrees to receive, treat, and dispose of all wastewater and sewage generated by Company not to exceed 1.7 million gallons of wastewater flow per day and delivered to the City at a point or points of delivery into the City's sanitary sewer trunk line as extended by Company, or its successors or assigns, at its expense in accordance with the Plan attached hereto as Schedule 1 ("Plan"). Sewage treatment and disposal services provided to Company shall be nondiscriminatory and uniform with the policy or policies established by the Austin City Council for the provision of utilities to other similarly situated customers. The City presently has, and will maintain, adequate sewage treatment capacity to provide service to the Company. The City agrees that it will maintain the capability to receive, treat, and dispose of 1.7 million gallons of wastewater flow per day from the Company.



City of Austin

PLAN
ELECTRIC SUPPLY
Founded by Congress, Republic of Texas, 1837
Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767 Telephone 512/477-6511

April 24, 1981

Mr. Holger Knudsen
Motorola Semiconductor Products, Inc.
5005 East McDowell
Phoenix, Arizona 85008

Dear Mr. Knudsen:

This will detail the City's requirements for providing service to the proposed Motorola Semiconductor Plant at Oak Hill. The requirements are as outlined below:

1. Initial service will be provided from a 12.5 KV overhead distribution line extended from Highway 290 near the southwest corner of the Motorola tract to the northeast corner of the cemetery tract as designated "A" on the attached site plan. This line will provide an initial capacity of 2000 KVA from the start of construction at the site through the summer of 1982.
2. An additional 12.5 KV overhead distribution line is planned to provide service from June 1982 through June 1984. This line will be extended from the proposed Oak Hill Substation along the north side of Williamson Creek west across Ferry Crossing and then north to the proposed termination point as designated "B" on the attached site plan. This line, with the initial overhead feeder, will provide up to 12000 KVA of capacity.
3. For the estimated ultimate peak load of 31 MVA, a 138-12.5 KV substation is required on the Motorola tract. The City is proposing to construct a substation adjacent to the north side of the cemetery on a 250' x 400' tract dedicated to the City by Motorola for this purpose as shown on the attached site plan. The substation will be needed when the Motorola load exceeds 12000 KVA in June 1984.
4. The substation will include two 138-12.5 KV 30 MVA transformers and associated switchgear equipment to provide full redundant capacity for the 30 MVA load. Motorola shall bear the cost for the backup capacity, which is \$600,000.00 in 1981 dollars. Inflation may increase this cost.
5. Overhead 138 KV transmission facilities will be extended from the proposed 138 KV line on Patton Lane across the north and west boundary of the Motorola tract to the substation site; then along the west and south boundaries of the Motorola tract back to Patton Lane, as designated "D" in the attached site plan. This routing will provide full 138 KV backup for the Motorola substation when the planned 138 KV transmission line across the

southern portion of the service area is completed. Motorola will be required to dedicate right-of-way for this line. Motorola, also, shall obtain this right-of-way across the Patton Ranch property, as designated by "E" on the attached site plan.

6. As an alternative to the proposed overhead transmission circuit, underground transmission facilities can be provided at Motorola's expense. A double circuit 138 KV underground line can be provided from the proposed Oak Hill Substation along the south boundary of the Motorola tract north of Williamson Creek to the proposed substation north of the cemetery. The estimated the cost to Motorola for this facility is \$900,000.00 in 1981 dollars. Inflation may push this cost higher in later years.
7. Easements will be required for all City-owned facilities installed on the Motorola property.
8. The City and Motorola will need to work out a payment plan for the costs that Motorola will bear in providing electric service.

Please review these proposals and let us know any comments or suggestions you might have. We are looking forward to working with Motorola as your plans and construction schedule become more firm. Please call me at any time if you need further information.

Yours truly,

CITY OF AUSTIN, TEXAS

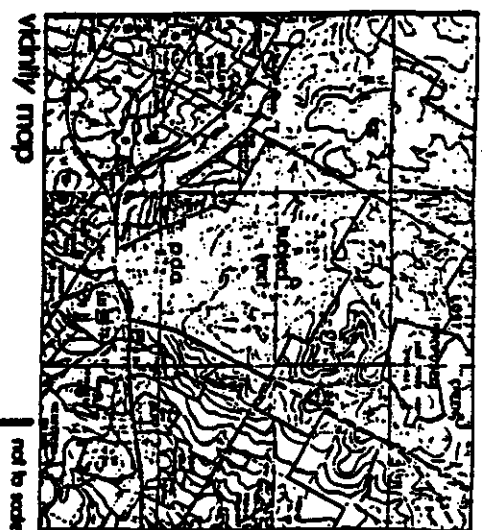
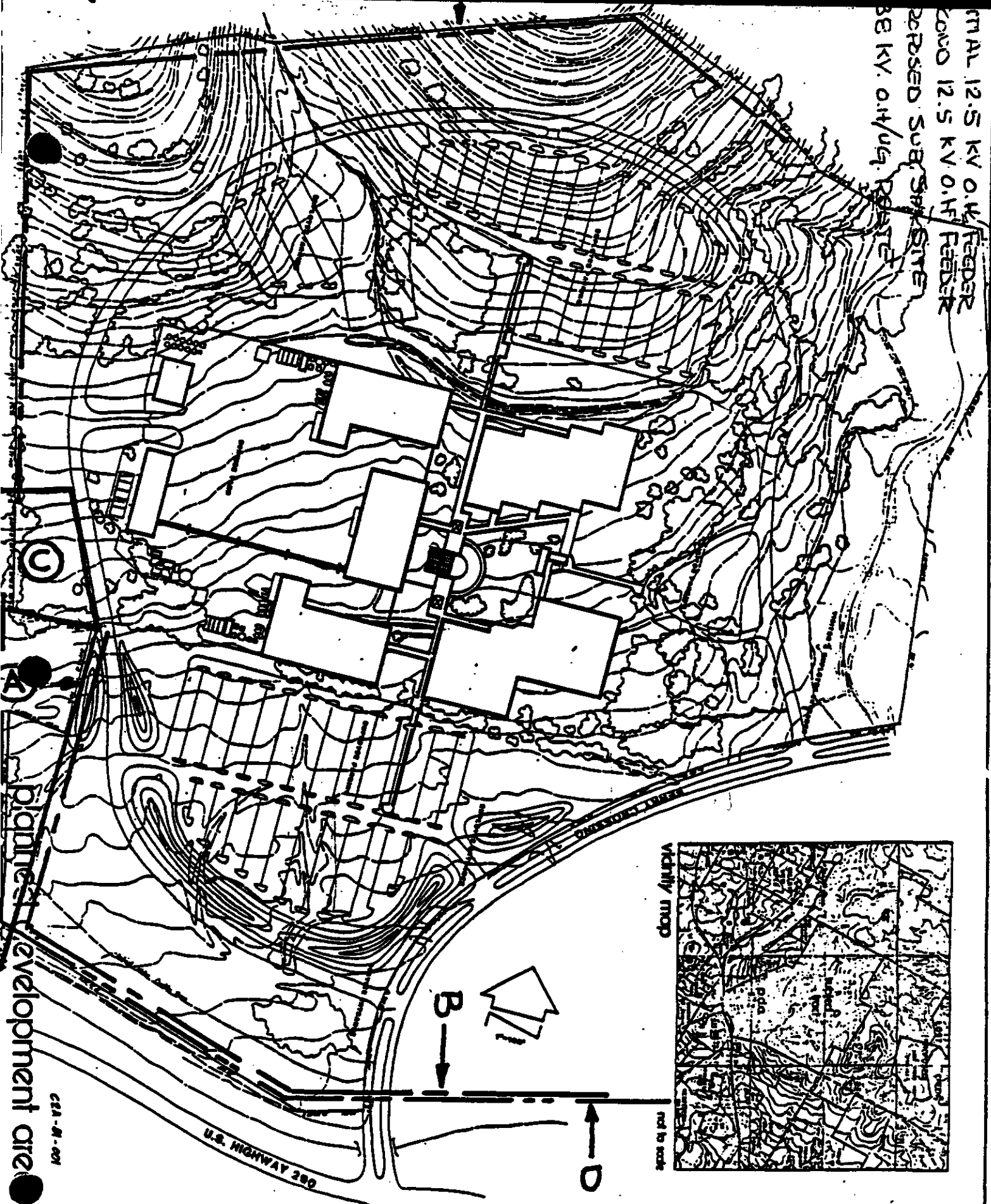

H. L. Peterson
Asst. Director Electric Utility

XC: R. L. Baros
W. T. Collins
R. C. Dreiss
N. B. Crider
W. I. Echols
J. L. Suggs

HLP/JLS: alm

Attachments:

FINAL 12.5 KV O.H. FEEDER
 12000 12.5 KV O.H. FEEDER
 PROPOSED SUB STATION
 38 KV. 0.1/0.4 RE-TE



MOTOROLA
SOUTH AUSTIN SITE
MASTER SITE PLAN

planned environments inc.
 landscape architects and planners
 1502b west avenue austin, texas 78701 512-434-0808
jeryl hart engineers, inc.
 4911 harmon suite 109 austin, tx.

BERNARD JOHNSON INCORPORATED
 ARCHITECTS • ENGINEERS • PLANNERS



PLAN
 ELECTRIC SUPPLY

ACCEPTANCES

Motorola, Inc. accepts and hereby agrees to be contractually bound by all the provisions, terms and conditions of Ordinance No. 810611-A.

Date: June 11, 1981 Peter M. Bingham
MOTOROLA, INC.
BY PETER M. BINGHAM
Its Vice President

The City of Austin hereby agrees to be contractually bound by all the provisions, terms and conditions of Ordinance No. 810611-A.

Date: June 11, 1981 Dan H. Davidson
CITY OF AUSTIN
BY DAN H. DAVIDSON
Its CITY MANAGER