

## **EXHIBIT A**

### **TERMINATION OF HELEN BOOTHE ET AL ANNEXATION AND DEVELOPMENT AGREEMENT**

Owner: BUR13 LTD, a Texas limited partnership

Address: 12535 W Highway 71, Bee Cave, Travis County, Texas 78738

City: The City of Austin, a home-rule municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

#### **Recitals:**

1. BUR 13 LTD, a Texas limited partnership as owner ("Owner") of the property described in the Helen Boothe, et al Annexation and Development Agreement regarding annexation and development of the Helen Boothe et al Tract ("Original Agreement"), in Travis County, Texas, consisting of approximately 13.2 acres of land out of the Santiago Del Valle Survey, Abstract No. 24 in Travis County, Texas (the "Property"). The area is described by metes and bounds description that is attached.
2. Because the Owner is requesting full purpose annexation in advance of the date permitted by the Original Agreement, the Owner and the City desire to terminate the Original Agreement.
3. The City and the Owner agree the Original Agreement should be terminated.

#### **Agreement:**

City of Austin and the Owner, agree as follows:

1. The Original Agreement is terminated and each term, condition, and provision will have no effect after the effective date of this Termination of the Original Agreement.

2. This Termination is subject to approval of the Austin City Council annexation of the Helen Boothe et al Tract, also known as the LES Burleson annexation area, on or before June 22, 2015.

Owner agrees as follows:

1. Owner has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that he purports to own or use, and to perform all his obligations under this Agreement.
2. This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform his obligations under this Agreement.

**EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date, June 22, 2015.**

**CITY:** City of Austin, Texas

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Maria Sanchez  
Assistant City Attorney

By: \_\_\_\_\_  
Sue Edwards, Assistant City Manager

Date: \_\_\_\_\_

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

**THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day, \_\_\_\_\_ 2015, by Sue Edwards, Assistant City Manager, of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.**

**[SEAL]**

\_\_\_\_\_  
Notary Public, State of Texas

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

**OWNER:**

**BUR13 LTD a Texas limited partnership**

**BUR13 GP, LLC, a Texas limited liability  
company, its general partner**

**By: \_\_\_\_\_  
Terry Boothe, Member**

**Date: \_\_\_\_\_**

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

**THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Terry Boothe, the member of BUR 13 GP, LTD, a Texas limited liability company,  
general partner of BUR13 LTD, a Texas limited partnership, on behalf of said partnership.**

**[SEAL]**

**\_\_\_\_\_  
Notary Public, State of Texas**

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