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**TELECOPIER COVER SHEET**

October 31, 2008

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Kevin Morse	Travis County	512-854-4808
Holly Noelke	City of Austin	512-974-6490
Bob Renbarger J.D. Head	TJFA, L.P.	512-477-5267
Jim Blackburn Mary Carter	Northeast Neighbors Coalition	713-524-5165
Paul M. Terrill, III	Giles Holdings, L.P.	512-474-9888
Stephen P. Webb	Pioneer Farms	512-472-3183

Client No.: 1635-03

From: Paul Gosselink

No. of Pages: 20+ cover sheet

Comments: SOAH Docket No. 582-08-2178; TCEQ Docket No. 2007-1774-MSW  
In re Permit Amendment Application of BFI Waste Systems of North America, LLC  
MSW Permit No. 1447A

Part I of II

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. THE REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION TO ANYONE OTHER THAN THE INTENDED ADDRESSEE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL US AS SOON AS POSSIBLE AT (512) 322-5800.

Lloyd Gosselink Rochelle & Townsend, P.C.



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Austin, Texas 78701  
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Facsimile: (512) 472-0532

[www.lglawfirm.com](http://www.lglawfirm.com)

Mr. Gosselink's Direct Line: (512) 322-5806  
Email: [pgosselink@lglawfirm.com](mailto:pgosselink@lglawfirm.com)

October 31, 2008

Judge William E. Newchurch  
State Office of Administrative Hearings  
300 W. 15<sup>th</sup> Street, Suite 504  
Austin, Texas 78701

Re: SOAH Docket No. 582-08-2178; TCEQ Docket No. 2007-1774-MSW  
Permit Amendment Application of BFI Waste Systems of North America, LLC  
MSW Permit No. 1447A; Rule 11 Agreement

Dear Judge Newchurch:

Enclosed for filing please find the Rule 11 Agreement by and between the City of Austin, BFI Waste Systems of North America, LLC, and Giles Holdings, LP.

By copy of this letter we are providing copies of the Rule 11 Agreement and all attachments to all parties of record in this case.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Gosselink". The signature is written in a cursive, flowing style.  
Paul Gosselink

Enclosures

cc: See attached Certificate of Service  
Gary McCuiston  
Brad Dugas

October 3, 2008

Page 2

Certificate of Service

I hereby certify that a true and correct copy of the foregoing document was served on the following counsel/parties of record by certified mail (return receipt requested), regular U.S. mail, facsimile transmission and/or hand delivery on October 31, 2008:

FOR THE CHIEF CLERK:

LaDonna Castañuela  
Texas Commission on Environmental Quality  
Office of Chief Clerk, MC-105  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-3300  
Fax: (512) 239-3311

FOR THE PUBLIC INTEREST COUNSEL:

Christina Mann  
Texas Commission on Environmental Quality  
Public Interest Counsel, MC-103  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-4014  
Fax: (512) 239-6377

FOR THE EXECUTIVE DIRECTOR:

Steve Shepherd, Staff Attorney  
Texas Commission on Environmental Quality  
Environmental Law Division, MC-173  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-0600  
Fax: (512) 239-0606

REPRESENTING CITY OF AUSTIN:

Holly Noelke  
Assistant City Attorney  
City of Austin Law Department  
P. O. Box 1088  
Austin, Texas 78767  
Tel: (512) 974-2630  
Fax: (512) 974-6490

REPRESENTING GILES HOLDINGS, L.P.

Paul M. Terrill, III  
The Terrill Firm, P.C.  
810 W. 10<sup>th</sup> Street  
Austin, Texas 78701  
Tel: (512) 474-9100  
Fax: (512) 474-9888

REPRESENTING NORTHEAST NEIGHBORS  
COALITION AND INDIVIDUALS:

Jim Blackburn and Mary Carter  
Blackburn and Carter, LLP  
4709 Austin Street  
Houston, Texas 77004  
Tel: (713) 524-1012  
Fax: (713) 524-5165

REPRESENTING TJFA, L.P.:

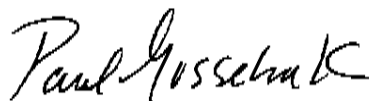
Bob Renbarger and J. D. Head  
Fritz, Byrne, Head, & Harrison, LLP  
98 San Jacinto Blvd., Suite 2000  
Austin, Texas 78701  
Tel: (512) 476-2020  
Fax: (512) 477-5267

REPRESENTING TRAVIS COUNTY:

Kevin Morse  
Assistant Travis County Attorney  
Travis County Attorney's Office  
P. O. Box 1748  
Austin, Texas 78767  
Tel: (512) 854-9513  
Fax: (512) 854-4808

REPRESENTING PIONEER FARMS:

Stephen P. Webb  
Webb & Webb  
1270 Bank of America Center  
515 Congress Avenue  
P. O. Box Drawer  
Austin, Texas 78767  
Tel: (512) 472-9990  
Fax: (512) 472-3183



Paul G. Gosselink

SOAH Docket No. 582-08-2178  
TCEQ Docket Number 2007-1774-MSW

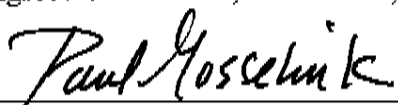
IN THE MATTER OF THE	§	
APPLICATION OF BFI WASTE	§	BEFORE THE STATE
SYSTEMS OF NORTH AMERICA, INC.	§	OFFICE OF ADMINISTRATIVE
PROPOSED SOLID WASTE PERMIT	§	HEARINGS
AMENDMENT No. 1447A	§	

RULE 11 AGREEMENT

Pursuant to Rule 11 of the Texas Rules of Civil Procedure, the undersigned counsel agree as follows:

1. The City of Austin ("City"), BFI Waste Systems of North America, LLC ("BFI") and Giles Holdings, L.P. ("Giles") have entered into a binding Agreement Regarding Operations and Closure of the Sunset Farms Landfills ("Agreement") (copy attached as Exhibit A).
2. BFI, Giles and the City desire for the TCEQ to consider the Agreement in this contested case.
3. BFI, Giles and the City desire and request that the proposal for decision and any permit amendment issued by the TCEQ in this contested case contain the provisions set out in the Agreement as Special Conditions in the permit.
4. The City participation in the contested case hearing will be limited to testimony and evidence in support of the terms of this Rule 11 Agreement and the Agreement.

Agreed on this date, October 31, 2008.



Paul Gosselink  
Texas State Bar No. 0822280  
Attorney for BFI Waste Systems of North America, LLC



~~Paul Terrell~~ TERRILL  
Texas State Bar No. 00785094  
Attorney for Giles Holdings, LP



Holly Noelke  
Texas State Bar No. 04651000  
Attorney for City of Austin

Page 2

Certificate of Service

I hereby certify that a true and correct copy of the foregoing document was served on the following counsel/parties of record by certified mail (return receipt requested), regular U.S. mail, facsimile transmission and/or hand delivery on October 31, 2008:

FOR THE CHIEF CLERK:

LaDonna Castañuela  
Texas Commission on Environmental Quality  
Office of Chief Clerk, MC-105  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-3300  
Fax: (512) 239-3311

FOR THE PUBLIC INTEREST COUNSEL:

Christina Mann  
Texas Commission on Environmental Quality  
Public Interest Counsel, MC-103  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-4014  
Fax: (512) 239-6377

FOR THE EXECUTIVE DIRECTOR:

Steve Shepherd, Staff Attorney  
Texas Commission on Environmental Quality  
Environmental Law Division, MC-173  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-0600  
Fax: (512) 239-0606

REPRESENTING CITY OF AUSTIN:

Holly Noelke  
Assistant City Attorney  
City of Austin Law Department  
P. O. Box 1088  
Austin, Texas 78767  
Tel: (512) 974-2630  
Fax: (512) 974-6490

REPRESENTING GILES HOLDINGS, L.P.

Paul M. Terrill, III  
The Terrill Firm, P.C.  
810 W. 10<sup>th</sup> Street  
Austin, Texas 78701  
Tel: (512) 474-9100  
Fax: (512) 474-9888

REPRESENTING NORTHEAST NEIGHBORS  
COALITION AND INDIVIDUALS:

Jim Blackburn and Mary Carter  
Blackburn and Carter, LLP  
4709 Austin Street  
Houston, Texas 77004  
Tel: (713) 524-1012  
Fax: (713) 524-5165

REPRESENTING TJFA, L.P.:

Bob Renbarger and J. D. Head  
Fritz, Byrne, Head, & Harrison, LLP  
98 San Jacinto Blvd., Suite 2000  
Austin, Texas 78701  
Tel: (512) 476-2020  
Fax: (512) 477-5267

REPRESENTING TRAVIS COUNTY:

Kevin Morse  
Assistant Travis County Attorney  
Travis County Attorney's Office  
P. O. Box 1748  
Austin, Texas 78767  
Tel: (512) 854-9513  
Fax: (512) 854-4808

REPRESENTING PIONEER FARMS:

Stephen P. Webb  
Webb & Webb  
1270 Bank of America Center  
515 Congress Avenue  
P. O. Box Drawer  
Austin, Texas 78767  
Tel: (512) 472-9990  
Fax: (512) 472-3183

  
\_\_\_\_\_  
Paul G. Gosselink

**AGREEMENT REGARDING OPERATIONS  
AND CLOSURE OF THE SUNSET FARMS LANDFILL**

This Agreement ("Agreement") is made by and between BFI Waste Systems of North America, LLC ("BFI"), Giles Holdings, L.P. ("Giles"), and the City of Austin ("Austin" or "City") a home rule municipality located in Travis County Texas, in connection with BFI's application to expand the Sunset Farms Landfill ("Landfill") located at 9912 Giles Road in Travis County, Texas.

**I. RECITALS**

Whereas, BFI applied to the Texas Commission on Environmental Quality (TCEQ) for a vertical expansion to the Sunset Farms Landfill (TCEQ MSW Draft Permit No. 1447A);

Whereas, BFI's application to expand the Landfill has been referred to the State Office of Administrative Hearings (SOAH) for a contested case hearing, SOAH Docket No. 582-08-2178;

Whereas, Austin obtained party status in SOAH Docket No. 582-08-2178 with the stated goals of ensuring discontinuance of waste acceptance at the Landfill by November 1, 2015 and requiring improved enforceable operating standards as long as the Landfill remains open;

Whereas, the area surrounding BFI has become urbanized through the years subsequent to the initial permitting of the Landfill;

Whereas, landfill operations in close proximity to residential neighborhoods present unique problems requiring specialized solutions;

Whereas, a portion of the property on which the Landfill is located is owned by Giles and the remaining property on which the landfill is located is owned by BFI;

Whereas, BFI is of the opinion that it has a valid exemption from the City's site development plan permitting requirements;

Whereas, the City is of the opinion that BFI must obtain administrative site plan approval under Austin City Code Chapter 25-5, Article 2;

Whereas, whether and the extent to which BFI can vertically expand the Landfill and whether Austin can prevent or restrict the expansion is uncertain; and

Whereas BFI and Austin have agreed to resolve their disputes regarding closure and operations of the Landfill.

**NOW THEREFORE** and in consideration of the mutual covenants and agreements to be performed as set out below, City, BFI and Giles agree as follows:

## **II. ACKNOWLEDGEMENTS, REPRESENTATIONS, AND WARRANTIES**

- A. BFI and Giles and Austin acknowledge that they understand the purpose and intent of this agreement.
- B. BFI and Giles and Austin represent and warrant that they have the full right and authority to execute this agreement.

## **III. DEFINITIONS**

For the purposes of this Agreement:

- A. **Side slope** means the exterior edges of fill areas or sidewalls of detention ponds which generally will have a slope steeper than 10%.
- B. **Top deck** means the top portion of the landfill which generally will have a slope flatter than 10%.
- C. **Adequate vegetation growth** means 85% surface area coverage in vegetation at least 1" tall.
- D. **Seeding events** means seeding in compliance with City of Austin Environmental Criteria Manual (ECM) Section 1.4.7 A (Exhibit 1) except as otherwise noted.
- E. **Amended landfill permit** means proposed TCEQ draft permit 1447A for the Sunset Farms Landfill.
- F. **Property** means the property on which the Landfill operates as described in the amended landfill permit application.

## **IV. TERMS**

- A. BFI agrees to cease accepting waste at the Landfill and agrees to restrict the property on which the landfill operates from accepting waste after November 1, 2015 and to further restrict the property on which the landfill currently operates from use for transfer station operations.
- B. Giles agrees to restrict the property on which the Landfill operates from accepting waste after November 1, 2015 and to further restrict the property on which the landfill currently operates from use for transfer station operations.

C. This Agreement is understood by the parties to be a written contract under which the Parties are granting certain concessions and providing services to one another. This Agreement shall be binding upon and inure to the benefit of each and all of the Parties hereto and their affiliates, successors and assigns and shall be a covenant and restriction running with the land that constitutes the Landfill site and adjacent land owned by BFI and Giles as follows:

Parcel 1: Approximately 54.13 acres of land of the LUCAS MUNOS SURVEY, ABSTRACT NO. 55, in Travis County, Texas and being more particularly described by metes and bounds in Document No. 2005198209 of the Travis County Real Property Records, said Document attached as Exhibit "A" hereto.

Parcel 2: Approximately 172.531 acre tract of land out of the LUCAS MUNOS SURVEY No. 55, Abstract 513, being a portion of a 176.10 acre tract of land conveyed to Mobley Chemicals, Inc., by warranty deed, dated January 22, 1982, recorded in volume 7671, page 101, of the deed records of Travis County, Texas; said 172.531 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto.

Parcel 3: Approximately 122.711 acre tract of land out of the LUCAS MUNOS SURVEY No. 55, Abstract 513, being a portion of a 73.20 acre tract of land conveyed to Mobley Chemicals, Inc., by warranty deed, dated January 22, 1982, recorded in volume 7671, page 117 and a portion of a 102.87 acre tract of land conveyed to Mobley Chemicals, Inc., by warranty deed, dated January 22, 1982, recorded in volume 7671, page 109, both of the deed records of Travis County, Texas; said 122.711 acres being more particularly described by metes and bounds in Exhibit "C" attached hereto.

Giles and BFI represent that no other person or entity other than themselves currently possesses any interest in such land that would allow them to dispose of waste or operate a transfer station at the Landfill and agree that such covenant and restriction shall bind all future holders of any interests in such land. BFI and Giles will execute and deliver to Austin a document memorializing the restrictive covenant and the City of Austin may record the restrictive covenant in the Travis County Real Property Records. BFI and Giles agree that any sale, assignment, or transfer of the Landfill permit shall be made expressly subject to the terms of this Agreement.

D. BFI will comply with the following terms related to drainage, erosion and revegetation:

1. BFI agrees to place intermediate cover and implement seeding events, on all side slope disturbed areas on which activity has not recommenced within 60 days except BFI is under no obligation to seed such areas during the months of July



and August. These seeded areas shall be irrigated in accordance with the requirements of Exhibit 1.

2. BFI agrees to place intermediate cover and implement seeding events on the top deck of the landfill in all disturbed areas on which activity has not recommenced within 120 days except for that area immediately up gradient to the five proposed or constructed drainage down chutes on intermediate cover areas as shown on attached Exhibit 2. Those up gradient areas shall be immediately vegetated upon construction of each down chute with a filter strip of buffalo grass sod that extends at least 100 feet out from each down chute inlet and is wide enough to filter the run off to be directed to each down chute (See Exhibit 2 for width dimensions). The buffalo grass filter strip shall be maintained until final cover is placed. In addition, a silt fence or mulch berm shall be placed on the top deck in front of the inlet of each down chute and at the end of each constructed down chute (See Exhibit 2 for locations). These silt fences or mulch berms shall remain in place and be maintained until the areas contributing runoff to these down chutes achieve adequate vegetation growth.
3. The initial seeding event for all disturbed areas will be accomplished using hydro-mulch seeding application procedures per Exhibit 1.
4. Seeding of the disturbed areas will be of a seasonally appropriate mix. Currently the seed mix is bermuda/millet for warm weather and rye for cold weather. When cold weather seed is used the seeded area shall be reseeded within 60 days of the onset of sufficiently warm weather to support the warm weather mix. The reseeded area shall be irrigated until adequate vegetation growth is achieved.
5. Seeding for the final cover shall include a seasonally appropriate 609-S (native seeds) mix as defined in the City of Austin Standard Specifications Manual on approximately 15% of the surface area of the eastern and northern slopes of the landfill and for the remainder of the site a seasonally appropriate mix.
6. Perimeter sediment/erosion control devices such as silt fences, hay bales or other systems acceptable to the City shall be in place prior to the establishment of any soil stock piles on site. For soil stock piles which have slope lengths greater than 20 feet, mid-slope temporary stabilization controls such as seeding, tarping or placement of silt fences or mulch berms shall be implemented within fourteen days of the initial establishment of the soil stock pile and shall be maintained in good working condition until the stockpile is removed.
7. BFI shall install and maintain silt fences or mulch berms within 14 days of completion of intermediate cover at the base of all side slope and top deck intermediate cover areas until adequate vegetation growth is achieved.
8. Stormwater runoff from the landfill area designated as Drainage Area 2 shall be routed through the existing detention pond, or the proposed water

quality/detention pond, when the waste fill in Drainage Area 2 has reached the final grades proposed in the landfill expansion plan.

9. BFI will ensure that the side slopes of the existing detention pond and the side slopes of the proposed water quality/detention pond in the northeast portion of the landfill shall be adequately stabilized through proper grading and maintenance and by implementing/applying vegetation on the side slopes of the ponds within thirty days of completion of construction of the pond. BFI further agrees to inspect the sedimentation ponds/basins every three months and after every half-inch rainfall event and to clean the ponds/basins by removing the accumulated sediment once the sediment has reached 25% of the respective pond capacity.
  10. BFI shall amend its Storm Water Pollution Prevention Plan (SWPPP) for the Sunset Farms Landfill within 90 days of the effective date of this Agreement so as to incorporate the specific practices and procedures described in this Agreement. The SWPPP will be submitted to the City for review and concurrence.
  11. BFI agrees to begin operating the Sunset Farms Landfill pursuant to the terms of this Agreement and the amended SWPPP within 60 days after the SWPPP has been amended and the City's concurrence has been achieved.
- E. BFI agrees that it shall not accept liquid waste that has not passed the TCEQ's paint filter test and shall not construct or operate a liquid waste stabilization/solidification basin at the Sunset Farms Landfill.
- F. BFI agrees to prohibit commercial waste hauling vehicles from utilizing Blue Goose Road as ingress or egress to the Sunset Farms Landfill except for those few vehicles which service businesses and residences in that area. Specifically, BFI shall progressively discipline any of its own drivers, up to and including termination, which ignore this prohibition. BFI shall also incorporate into its future and/or renewal contracts with other commercial waste haulers that the haulers will not be allowed to dispose of their waste loads at the Sunset Farms Landfill if they utilize Blue Goose Road for ingress or egress more than one time.
- G. BFI will request that the Administrative Law Judge issue a proposed permit containing special provisions incorporating the terms of paragraphs D. 1 through 9 and E. and F. as set out above .
- H. BFI will request a site plan permit from the City for the Landfill vertical expansion, and will file a site plan permit application with Austin within 60 days of execution of this Agreement. The City will process this site plan application as a "D" site plan application under Austin City Code Chapter 25-5, Article 2, and will not unreasonably withhold approval of the site plan if all technical requirements of the City are satisfied.

J. As long as BFI and Giles are in substantial compliance with this Agreement, Austin will limit its participation in the contested case hearing regarding the landfill expansion to testimony and matters in support of the terms of this Agreement.

## V. TERM, TERMINATION

A. This Agreement shall be effective from and after the date of execution.

B. If any party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 10 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 10 days, then the offended party shall have the right without further notice to terminate this Agreement or seek enforcement of the Agreement in court including specific performance of the terms of the Agreement and attorneys fees.

C. The parties agree that monetary damages would be inadequate compensation if any party defaults in the performance of any of the terms or conditions of this Agreement, therefore specific performance should be required.

## VI. MISCELLANEOUS

A. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

B. Force Majeure. No party shall be liable for any delay, failure or default in performing under this Agreement if such delay, failure or default is caused by conditions beyond its control including – but not limited to Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement will take place in Travis County, Texas.

D. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by BFI and Giles and the City Manager of the City of Austin or his designee.

E. Entire Agreement. This Agreement constitutes the entire agreement between Austin and BFI and Giles. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

F. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the City of Austin for all purposes shall be:

**CITY:** City of Austin  
Solid Waste Services  
P.O. Box 1088  
Austin, Texas 78767

The address for BFI and for Giles for all purposes under this Agreement and for all notices hereunder shall be:

**BFI:**  
2575 IH 35 South, Suite 103  
San Marcos, TX. 78666

**Giles:**  
  
Steve Mobley  
2205 Westover Road  
Austin, Texas 78703


Ron Habitzreiter  
1208 West Avenue  
Austin, Texas 78701

F. Giles joins this Agreement for the reason that it owns fee simple title to land on which the Landfill is located and leases that land to BFI for operation of the Landfill and benefits from the mutual covenants and agreements herein. Giles hereby consents to BFI and Austin entering into, complying with and enforcing the terms of this Agreement and agrees to take no action that would be inconsistent with or impede implementation of and compliance with this Agreement by any Party.


IN WITNESS WHEREOF, the authorized representative of Austin, Giles and BFI, by the signature of their authorized representatives below, have caused this Agreement to be executed in duplicate originals, effective as of the latest of the three dates entered below.

~~BFI WASTE SYSTEMS OF  
NORTH AMERICA, LLC~~

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

  
Assistant City Manager  
CITY OF AUSTIN

Date: Oct. 31, 2008

  
Assistant City Attorney

~~GILES HOLDINGS, L.P.  
Formerly Known as Mobley  
Chemicals, Inc.~~

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

\_\_\_\_\_

OCT-31-2008 FRI 01:23 PM duncan disposal-midland FAX NO. 14325630544  
10/31/08 13:53 FAX 5124720532 Lloyd Gosselink

P. 01  
002

IN WITNESS WHEREOF, the authorized representative of Austin, Giles and BFI, by the signature of their authorized representatives below, have caused this Agreement to be executed in duplicate originals, effective as of the latest of the three dates entered below.

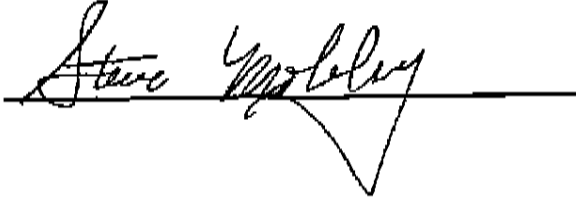
BFI WASTE SYSTEMS OF  
NORTH AMERICA, LLC

CITY OF AUSTIN

*Bruce Dugan* MANAGER VICE PRESIDENT

GILES HOLDINGS, L.P.  
Formerly Known as Mobley Chemicals, Inc.

GILES HOLDINGS, L.P.  
Formerly Known as Mobley Chemicals, Inc.

A handwritten signature in cursive script, appearing to read "Steve Mobley", is written over a solid horizontal line. The signature is positioned in the upper left quadrant of the page.

**Exhibit A**

**Approximately 54.13 acres of land of the LUCAS MUNOS SURVEY, ABSTRACT NO. 55, in Travis County, Texas and being more particularly described by metes and bounds in Document No. 2005198209 of the Travis County Real Property Records, said Document attached as Exhibit "A" hereto.**



190  
211e 1114 / Jz

5/30

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**FOLLOWING RECORDATION, RETURN TO:**



40 2005198209  
5 PGS

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.  
c/o Allied Waste Industries, Inc.  
15880 N. Greenway-Hayden Loop, Suite 100  
Scottsdale, AZ 85260  
Attn: Steven M. Helm, Vice-President - Legal

**SPECIAL WARRANTY DEED**

Date: August 17, 2004

Grantor: Giles Holdings, L.P.

Grantor's Mailing Address (including county):  
c/o Steve Mobley  
2205 Westover Road  
Austin, Travis County, Texas 78703

Grantee: BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Grantee's Mailing Address:  
c/o Allied Waste Industries, Inc.  
15580 N. Greenway-Hayden Loop, Suite 100  
Scottsdale, AZ 85260

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on Dec 30, 2004  
Dana DeBeauvoir, County Clerk  
By Deputy:  
*Michael P. Gonzalez*  
Michael P. Gonzalez

Consideration:

The Grantor acknowledges the receipt of \$10.00 and other good and valuable consideration paid to Grantor by Grantee, for which no lien, express or implied is retained.

Property (including any improvements):

APPROXIMATELY 54.13 acres of land out of the LUCAS MUNOS SURVEY, ABSTRACT NO. 55, in Travis County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto, SAVE AND EXCEPT that

portion of the subject property lying within that certain 1.606 acre tract of land awarded to the City of Austin in Eminent Domain proceedings, recorded in Document No. 2003143218, Official Public Records of Travis County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

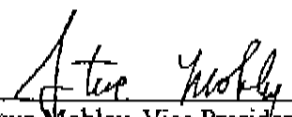
Subject to taxes and assessments not yet delinquent, reservations in patents and all easements, rights of way, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and such state of facts as would be disclosed by a proper inspection or accurate TLTA survey of the Property

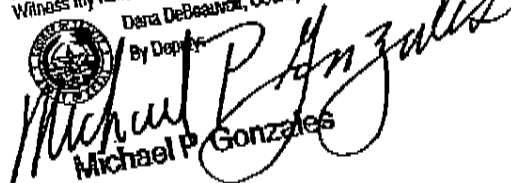
Grantee is accepting and taking the Property in its current condition, "AS IS".

Grantor, for the consideration set forth herein and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the above referenced property, together all the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend said property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, except as to the reservations from and exceptions to conveyance and warranty set forth herein. When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 17 day of August, 2004.

GILES HOLDINGS, L.P.  
by: Mobley Management Company,  
General Partner

  
\_\_\_\_\_  
Steve Mobley, Vice President

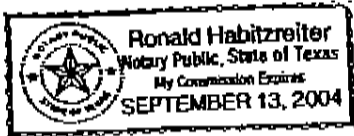
I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on Dec 30, 2005  
Dana DeBeauvoir, County Clerk  
By Deputy  
  
Michael P. Gonzalez

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Mobley, the Vice-President of Mobley Management Company in its capacity as General Partner of Giles Holdings, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office on this the 17 day of AUGUST, 2004.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on Dec 30, 2005  
Dana DeBeauvoir, County Clerk  
By Deputy:  
*[Handwritten Signature]*  
Michael P. Gonzales

EXHIBIT "A" TWO PAGES

54.13 Acres  
Lucas Munos Survey No. 55, A-513  
Travis County, Texas

FN 2945 (TWH)  
May 14, 2003  
SAM, Inc. Job No. 23147-01

SAID 54.13 ACRE TRACT OF LAND AS SHOWN ON SURVEYING AND MAPPING, INC. DRAWING NUMBER 23147-01.DWG AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the southwest Right-of-Way (ROW) line of Blue Goose Road, a variable width ROW for which no deed information was found, for the northwest corner of said 55.10 acre tract;

THENCE with the southwest ROW line of said Blue Goose Road, the northeast lines of said 55.10 acre tract, and the northeast lines of the tract described herein, the following two (2) courses and distances:

1. S 63° 16' 26" E, a distance of 532.82 feet to A 1/2-inch iron rod found, and
2. S 63° 01' 29" E, a distance of 2574.44 feet to a 1/2-inch iron rod with a plastic cap marked "SAM, INC" set in the proposed northwest ROW Line of Giles Road, a variable width ROW, described in a Right of Entry and Possession Agreement with the City of Austin as recorded in Document No. 2000069038 of the Official Public Records of Travis County Texas;

THENCE leaving the northeast line of said 55.10 acre tract, and crossing said 55.10 acre tract with the proposed northwest ROW line of said Giles Road, being the southeast line of the tract described herein, the following six (6) courses and distances:

1. S 26° 54' 06" W, a distance of 20.00 feet to a 1/2-inch iron rod with a plastic cap found at the beginning of a non-tangent curve to the right, from which a 1/2-inch iron rod found in the southeast ROW line of said Giles Road bears S 61° 54' 17" E, a distance of 179.98 feet.
2. with the arc of said curve to the right, passing at a distance of 17.14 feet a 1/2-inch iron rod found for the northeast corner of a proposed slope easement described in said Right of Entry and Possession Agreement, in all a total distance of 40.00 feet, through a central angle of 91° 40' 42", having a radius of 25.00 feet, and a long chord which bears S 17° 38' 12" E, a distance of 35.87 feet to a 1/2-inch iron rod with a plastic cap found for the end of said curve to the left.
3. S 27° 57' 12" W, a distance of 250.98 feet to a 1/2-inch iron rod with a plastic cap found,
4. S 26° 51' 02" W, a distance of 224.98 feet to a 1/2-inch iron rod with a plastic cap marked "SAM INC" set,
5. S 27° 52' 16" W, a distance of 356.71 feet to a 1/2-inch iron rod with a plastic cap marked "SAM, INC" set, from which rod a 1/2-inch iron rod found for the west corner of said proposed slope easement bears with the west line of said easement, N 61° 56' 34" W, a distance of 16.04 feet,
6. S 27° 59' 39" W, a distance of 803.63 feet to a 1/2-inch iron rod with a plastic cap marked "SAM, INC" set in the south line of said 55.10 acre tract, from which a 1/2-inch iron rod found for a point of intersection in the northwest ROW line of said Giles Road bears with said ROW line, S 26° 52' 08" W, a distance of 28.68 feet.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on Dec 30, 2005



Dana DeBeauvoir, County Clerk  
By Deputy:

Michael P. Gonzalez

54.13 Acres  
Lucas Munos Survey No. 55, A-513  
Travis County, Texas

FN 2945 (TWH)  
May 14, 2003  
SAM, Inc. Job No. Z3147-01

THENCE with the west and south lines of said 55.10 acre tract and the tract described herein, being the remaining lines of a called 102.87 acre tract described in a deed as recorded in Volume 7671, Page 109 of the Deed Records of Travis County, Texas, and a called 176.10 acre tract of land described in a deed as recorded in Volume 7671, Page 101 of the Deed Records of Travis County, Texas, the following six (6) courses and distances:

1. N 62° 45' 22" W, a distance of 224.16 feet to an X chiseled in the top of a headwall,
2. N 27° 49' 51" E, a distance of 1235.92 feet to a 1/2-inch iron rod found,
3. N 83° 43' 02" W, a distance of 1282.31 feet to a 1/2-inch iron rod found,
4. N 63° 03' 14" W, a distance of 1080.00 feet to a calculated point in the margin of a spoils pile,
5. N 27° 35' 24" E, a distance of 260.00 feet to a 1/2-inch iron rod found,
6. N 17° 29' 12" W, a distance of 894.12 feet to the POINT OF BEGINNING, and containing 54.13 acres of land, more or less.

Bearing Basis: Bearings are based on the Texas State Coordinate System, NAD 83(86), Central Zone.

THE STATE OF TEXAS

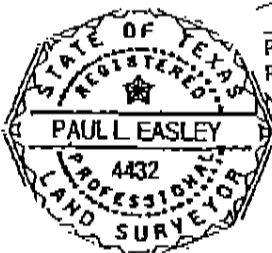
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during May, 2003 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14<sup>th</sup> day of May 2003 A.D.

SURVEYING AND MAPPING, Inc.  
4029 Capital Of Texas Hwy., So. Suite 125  
Austin, Texas 78704



*[Handwritten Signature]*  
 Paul L. Easley  
 Registered Professional Land Surveyor  
 No. 4432 - State of Texas

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office.



By Deputy:  
*[Handwritten Signature]*  
 Michael P. Gonzales

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*[Handwritten Signature]*  
 Dana DeBeauvoir

2005 Oct 24 04:41 PM 2005198209

WILLIAMS L \$32.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS