

- d. Additional left turn lane - Parmer onto Briarwick
with storage for 20 vehicles.

50%

- e. Additional left turn lane - Briarwick onto Parmer
with storage for eighteen (18) vehicles.

50%

Further, Austin White Lime Company agrees to make appropriate fiscal arrangements for all roadway improvements with the City of Austin prior to the release of any site plan(s) related to the AWLC tract."

6. Article XI of the Consent Agreement, as amended, is hereby amended by adding paragraphs H & I after the end of its present text:

"H. Austin White Lime Company, its successors and assigns, covenant and agree that, contemporaneously with the recording of a final plat for any portion of the AWLC Tract, the following restrictive covenants, numbered one (1) through three (3), shall be placed of record on the Real Property Records of Williamson County, Texas, in a form approved by the City Attorney, which covenants and restrictions shall run with the property and be binding upon Austin White Lime Company and its successors and assigns:

1. The land uses approved on the Third Amended Land Use Plan applicable only to the AWLC Tract include only the range of uses permitted in the "GR" use district as described in Sec. 13-2-221 of the Austin City Land Development Code, as of August 1990, provided that liquor sales will be permitted inside the proposed hotel only.

2. The land uses approved on the Third Amended Land Use Plan shall not be cumulative.
3. Austin White Lime Company, its successors and assigns, agree to a one hundred thirty five (135) foot building set back between the uses authorized on the AWLC Tract and the adjacent single family residential tract in the North Austin MUD. All or a part of the 135 foot building set back between uses may be used as a parking lot or a roadway right-of-way; provided, however, that in no event shall there be roadway access between the AWLC Tract and any roadway constructed within the 135 foot setback as described above."

The foregoing notes shall appear on all subsequently approved plans, if any."

"I. Austin White Lime Company, its successors and assigns, agree that in order for the District to maintain its exemption from the City's Comprehensive Watershed ordinance, the impervious cover on the AWLC Tract shall not increase over what was permitted under the Seconded Amended Land Use Plan. Austin White Lime Company and the City specifically agree that the maximum permitted impervious cover on the AWLC Tract, exclusive of Briarwick Lane, is 2,836,627 square feet."

7. All other provisions of the Consent Agreement not specifically amended hereby remain in full force and effect.

EXECUTED in multiple copies, each of which shall constitute an original to be effective on the latest date this Fifth Amendment Agreement is executed by a party, being the 8 day of April 1991.

CITY:

CITY OF AUSTIN, a Texas municipal corporation

By: [Signature]
Printed Name: _____
Title: Asst. City Manager
Date: March 26, 1991

APPROVED AS TO FORM:

DEPARTMENT OF LAW
CITY OF AUSTIN

By: [Signature]
Printed Name: CYNTHIA S. HILL
Title: Asst. City Attorney
Date: 3/22/91

DISTRICT:

NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1,
a Texas municipal utility district

By: [Signature]
Printed Name: _____
Title: _____
Date: 4-2-91

ATTEST:

[Signature]
Secretary, Board of Directors

MILWOOD:

MILWOOD JOINT VENTURE, a Texas joint venture partnership

By: [Signature]
Printed Name: Bill Milburn
Title: President
Date: 4-8-91

AUSTIN WHITE LIME COMPANY, a Texas limited partnership

By: A.H. Robinson III
Printed Name: Austin White Lime Co.
Title: PARTNER
Date: 4-8-91

ROBINSON RANCH

By: Flora Robinson Cosper
Printed Name: Flora Robinson Cosper
Title: PARTNER
Date: 4-8-91

PALMER ASSOCIATES

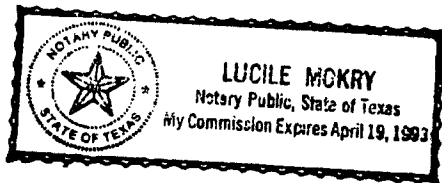
By: A.H. Robinson III
Printed Name: A.H. Robinson III
Title: PARTNER
Date: 4-8-91

THE STATE OF TEXAS S
 S
COUNTY OF TRAVIS S

This instrument was acknowledged before me on this the 26th day
of March, 1991, by Joseph L. Howard, as
Asst. City Manager of CITY OF AUSTIN, Texas, a
municipal corporation, on behalf of said municipal corporation.

(SEAL)

Lucile Mckry
Notary Public, State of Texas



Typed/Printed Name of Notary

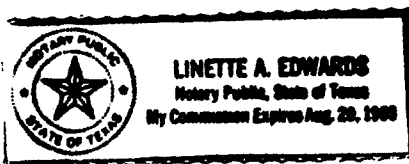
My Commission Expires:

THE STATE OF TEXAS S
 S
COUNTY OF TRAVIS S

This instrument was acknowledged before me on this the day
of , 1991, by , as
 of NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1, a Texas municipal utility district on
behalf of said district.

(SEAL)

Linette A. Edwards
Notary Public, State of Texas



Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 8th day of April, 1991, by A.H. Robinson, III, as PARTNER of AUSTIN WHITE LIME COMPANY, a Texas limited partnership on behalf of said limited partnership.

(SEAL)

Melissa K. Miller
Notary Public, State of Texas

Typed/Printed Name of Notary
Notary Public, State of Texas
My Commission Expires MAY 9, 1993

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 8th day of April, 1991, by Flora Robinson Cosner, as PARTNER of ROBINSON RANCH, a Texas partnership on behalf of said partnership.

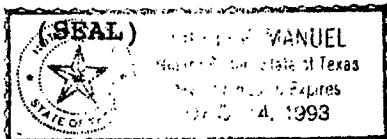
(SEAL)

Melissa K. Miller
Notary Public, State of Texas

MELISSA K. MILLER
Typed/Printed Name of Notary
Notary Public, State of Texas
My Commission Expires MAY 9, 1993
My Commission Expires

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9 day
of April, 1991, by Bill Milburn, as
President of MILWOOD JOINT VENTURE, a
Texas joint venture partnership on behalf of said joint venture.



Jackie P. Manuel
Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 8th day
of April, 1991, by A.H. Robinson III, as
PARTNER of PALMER ASSOCIATES, a
Texas partnership on behalf of said partnership.

(SEAL)

Melissa K. Miller
Notary Public, State of Texas

Typed/Printed Name of Notary
Melissa K. Miller
Notary Public, State of Texas
My Commission Expires
MAY 9, 1993

CJH:scy/7957

EXHIBIT "A" OF THE 5TH AMENDMENT

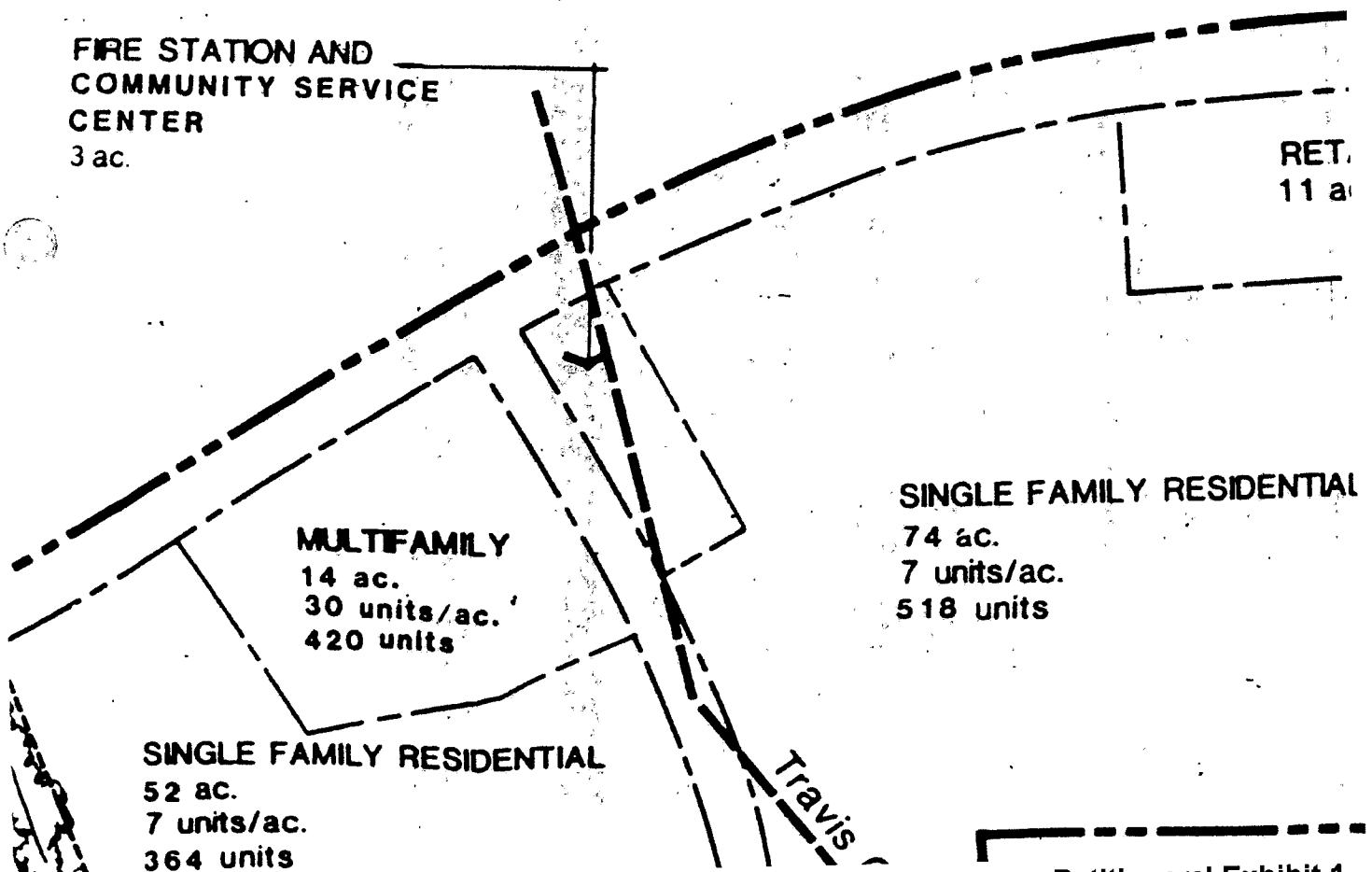


EXHIBIT "A-1" OF THE 5TH AMENDMENT

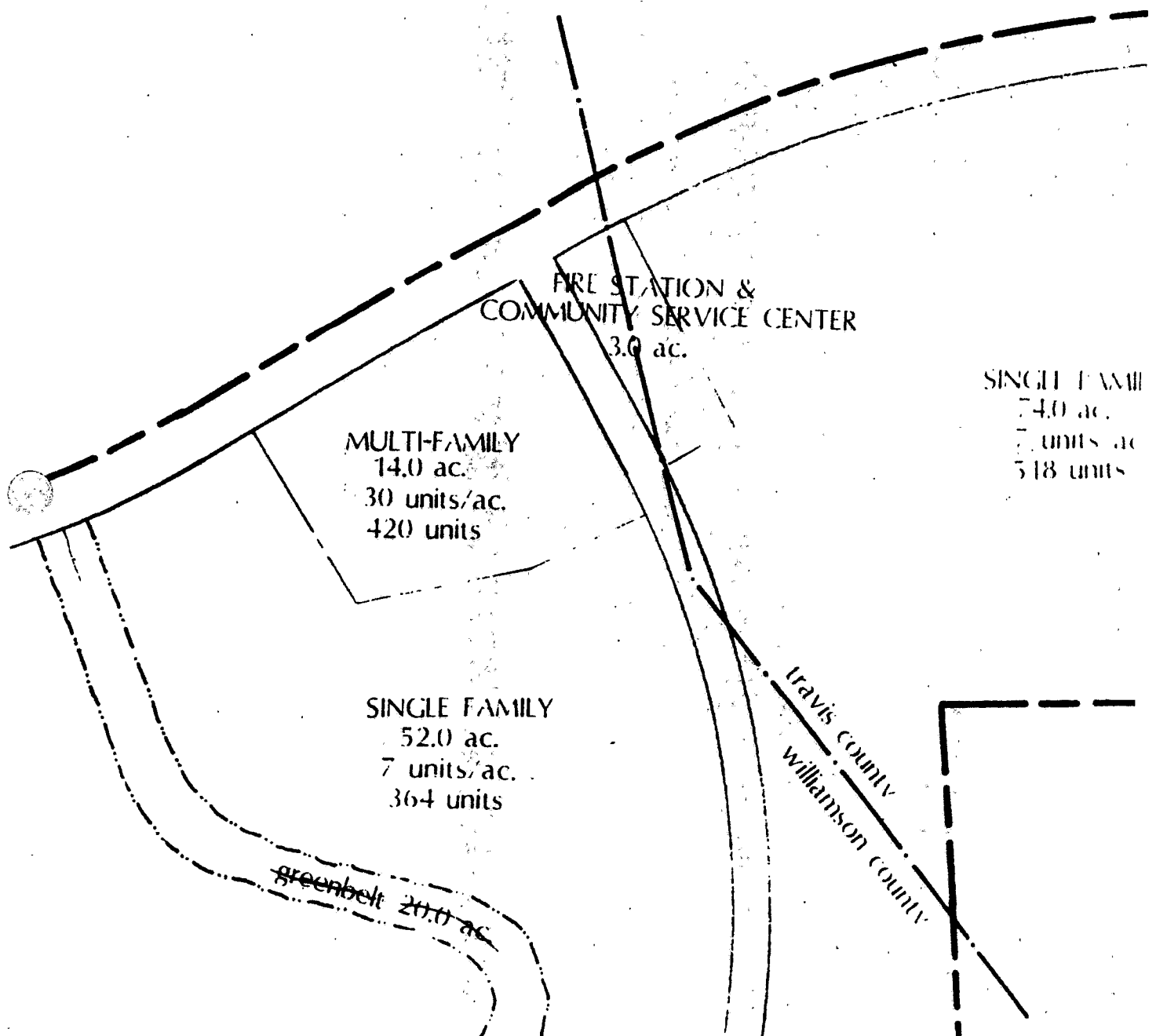


EXHIBIT B

CORPORATE CENTER
SITE "A"
96.655 ACRES

FN90-093(LRS)
October 10, 1990
BPI Job No. 422-01.90

DESCRIPTION

OF A 96.655 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE THOMAS P. DAVEY SURVEY NO. 169, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 96.655 ACRES BEING A PORTION OF TRACT TWO OF THAT 1,195.75 ACRE TRACT OF LAND CONVEYED TO AUSTIN WHITE LIME, BY DEED OF RECORD IN VOLUME 442, PAGE 51 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID 96.655 ACRES BEING THAT PORTION OF THE SAID 1,195.75 ACRE TRACT WHICH LIES SOUTH OF STATE HIGHWAY R.M. 620, WEST OF FARMER LANE (F.M. 734), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the existing south line of State Highway R.M. 620 (400 foot right-of-way), for the southwest corner of that certain 5.293 acre tract of land conveyed to the State of Texas for right-of-way purposes by deed of record in Volume 1592, Page 338 of the said Deed Records, same being the northeast corner of the remainder of that tract conveyed to San Antonio Savings Association by deed of record in Volume 1436, Page 325 of the said Deed Records, said point also being the northwest corner of the remainder of Tract Two of the said 1,195.75 acre tract and the tract herein described;

THENCE, along the south right-of-way line of said R.M. 620, same being the south line of the said 5.293 acre tract and the north line of the remainder of the said Tract Two of the 1,195.75 acre tract and the tract herein described, the following three (3) courses and distances:

- 1) Along a curve to the left having a radius of 4,019.72 feet, a central angle of 07°44'16"E, a chord distance of 542.45 feet (chord bears N 72°10'35"E) for an arc distance of 542.86 feet to a brass disk in concrete (highway monument) found for the point of tangency;
- 2) N 68°18'27"E, 922.80 feet to a brass disk in concrete (highway monument) found for an angle point;
- 3) S 66°45'24"E, 84.87 feet to a brass disk in concrete (highway monument) found in the west right-of-way line of Farmer Lane (200 foot right-of-way), same being the west line of that certain 13.204 acre tract of land conveyed to the State of Texas for right-of-way purposes by deed of record in Volume 1592, Page 342 of the said Deed Records, for the southeast corner of the said 5.293 acre right-of-way tract;

THENCE, S 21°42'32"E, leaving the south line of said R.M. 620, continuing along the west line of said Farmer lane, a distance of 2664.59 feet to an iron rod set for the point of intersection with the most westerly, south line of the said remainder of the 1195.75 acre tract, same being at or near the south line of the said Thomas P. Davey Survey No. 169, which is the north line of the Malcolm M. Hornsby Survey No. 280, same being the northerly line of that 347.13 acre tract conveyed to Austin White Lime by Deed of Record in Volume 682, Page 907 of the said Deed Records, said point being the southeast corner of the herein described tract;

THENCE, S 69°00'29"W, leaving the west line of said Farmer Lane, continuing along the most westerly, south line of the said remainder of the 1195.75 acre tract, same being the north line of

the said 347.13 acre tract, a distance of 705.30 feet to a 1/2 inch iron rod in concrete found for the northwest corner of the said 347.13 acre tract, same being the northeast corner of that 66.153 acre tract conveyed to First Republic Bank Austin, N.A. by deed of record in Volume 1669, Page 452 of said Deed Records;

THENCE, continuing along the most westerly, south line of the said remainder of the 1195.75 acre tract, same being the north line of the said 66.153 acre tract, the following two (2) courses and distances:

- 1) S 68°09'13"W, 441.43 feet to a 1/2" iron rod in concrete found for an angle point;
- 2) S 67°50'10"W, 446.23 feet to an "X" in concrete set for the most westerly southwest corner of the said remainder of the 1195.75 acre tract, same being the southeast corner of the abovementioned San Antonio Savings Association from which, a 1/2" iron rod found for the northwest corner of the said 66.153 acre tract bears S 67°50'10"W, a distance of 30.19 feet;

THENCE, leaving the north line of the said 66.153 acre tract, continuing along the most westerly line of the said remainder of the 1195.75 acre tract, same being the east line of the said Austin 620 Joint Venture Tract, the following two (2) courses and distances:

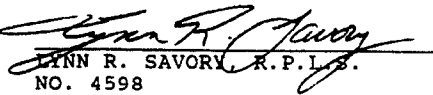
- 1) N 19°06'20"W, passing at a distance of 890.71 feet, a 1/2 inch iron rod found, passing at a distance of 970.71 feet, a 1/2 inch iron rod found, continuing for a total distance of 1166.24 feet to an iron rod set for an angle point;
- 2) N 21°08'17"W, a distance of 1592.39 feet to the POINT OF BEGINNING, CONTAINING 96.655 acres of land area, more or less, within these metes and bounds.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

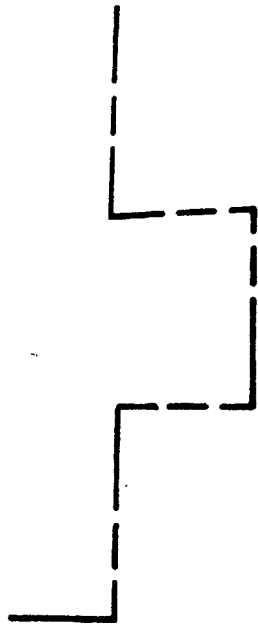
THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 10th DAY OF OCTOBER, 1990. A.D.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
1601 RIO GRANDE, SUITE 300
AUSTIN, TEXAS 78701


LYNN R. SAVORY, R.P.L.S.
NO. 4598
STATE OF TEXAS





scale: 1" = 400'

EXHIBIT C LAND USE PLAN

DATE: JAN. 24, 1991

NORTH AUSTIN
MUNICIPAL UTILITY DISTRICT
NO. 1

EXHIBIT
C

EX-87-312

**SIXTH AMENDMENT TO THE AGREEMENT CONCERNING
CREATION AND OPERATION OF
NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS SIXTH AMENDMENT AGREEMENT is made by and between the City of Austin ("City"), a Texas municipal corporation and a home rule city located in Travis County, Texas; North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas, created and operating pursuant to Chapters 50 and 54 of the Texas Water Code; and Milwood Joint Venture II, Robinson Ranch, Palmer Associates, and Austin White Lime Company, parties to the creation of the District, (collectively referred to as "Milwood").

WHEREAS, the District, the City, and Milwood or its predecessors in interest, have previously entered into that certain "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" effective January 30, 1984 ("Consent Agreement"), and subsequent amendments thereto, setting forth, among other things, the terms and conditions for the provision of water and wastewater utility services to the District and for the financing of system improvements for same; and

WHEREAS, the City, the District, and Milwood now desire to further amend the Consent Agreement to delete the prohibition against District utility rates that are less than the rates charged by the City for comparable customers within the City;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below, the City, the District, and Milwood hereby agree to amend the Consent Agreement as follows:

Section 1. Article II, Section C.1. is hereby deleted in its entirety. Article II, Section C.2. is renumbered as Article II, Section C.

Section 2. Article III, Section C.1. is hereby deleted in its entirety. Article III, Section C.2. is renumbered as Article III, Section C.

Section 3. Except as otherwise expressly provided herein and in the previous amendments to the Consent Agreement, all terms and provisions of the Consent Agreement shall remain in full force and effect.

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective upon due execution hereof by the authorized representative of each party.

APPROVED AS TO FORM:

By: *Delvash Thomas*
Assistant City Attorney

APPROVED AS TO FORM:

By: *M. H. Galt*

CITY OF AUSTIN, TEXAS

By: *J. Smith*
Name: _____
Title: _____
Date: 4/12

NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1

By: *Steve D. Pena*
Steve D. Pena, President
Board of Directors
Date: 4.10.95

MILWOOD JOINT VENTURE II

By: *Milwood Investments, Inc.*
Managing Director
By: *James E. Mitchell*
Name: *James E. Mitchell*
Title: *Vice President*
Date: 11/12/94

AUSTIN WHITE LIME COMPANY

By: *A.H. Robinson III*
Name: *A.H. ROBINSON, III*
Title: *PARTNER*
Date: 4-5-95

ROBINSON RANCH

By: *A.H. Robinson III*
Name: *A.H. ROBINSON, III*
Title: *PARTNER*
Date: 4-5-95

PALMER ASSOCIATES

By: *A.H. Robinson III*
Name: *A.H. ROBINSON, III*
Title: *PARTNER*
Date: 4-5-95

ncamud16.amd
/ca wp5.2

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This Sixth Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 was acknowledged before me on this 13 day of April, 1998 by Jim Smith, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

Gloria L. Aguilar
Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This Sixth Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 was acknowledged before me on this 10 day of April, 1998, by Steve D. Peria, President of North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Wanda L. Gersbach
Notary Public, State of Texas

Wanda L. Gersbach
Typed/Print Name of Notary

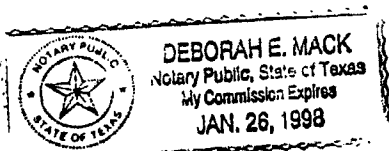
My Commission Expires:

Feb. 1999

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

* Vice President of Milburn Investments, Inc., a
Texas corporation, acting as managing venturer

This Sixth Amendment to the Agreement Concerning Creation and
Operation of North Austin Municipal Utility District No. 1 was
acknowledged before me on this 21st day of November,
1994, by TERRY E. MITCHELL, * of
Milwood Joint Venture II, on behalf of Milwood Joint Venture II.



Notary Public, State of Texas

Deborah E. Mack
Typed/Print Name of Notary

My Commission Expires:

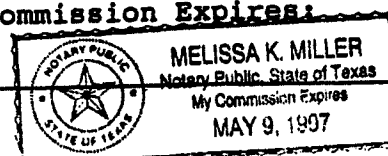
THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This Sixth Amendment to the Agreement Concerning Creation and
Operation of North Austin Municipal Utility District No. 1 was
acknowledged before me on this 5th day of APRIL,
1995, by A.H. ROBINSON, III, PARTNER of
Austin White Lime Company, on behalf of said company.

Notary Public, State of Texas

Melissa K. Miller
Typed/Print Name of Notary

My Commission Expires:



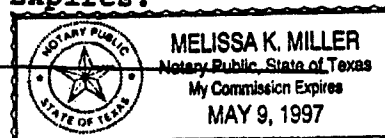
THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This Sixth Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 was acknowledged before me on this 5th day of APRIL, 1995, by A.H. ROBINSON, III, PARTNER of Robinson Ranch, on behalf of Robinson Ranch.

Notary Public, State of Texas

Melissa K. Miller
Typed/Print Name of Notary

My Commission Expires:

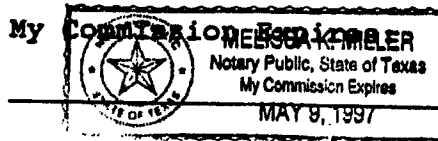


THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This Sixth Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 was acknowledged before me on this 5th day of April, 1995, by A.H. Robinson, III, Partner of Palmer Associates, on behalf of Palmer Associates.

Notary Public, State of Texas

Melissa K. Miller
Typed/Print Name of Notary



**SEVENTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND
OPERATION OF NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

THE STATE OF TEXAS)
) **KNOW ALL BY THESE PRESENTS:**
COUNTY OF TRAVIS)

THIS SEVENTH AMENDMENT AGREEMENT is made by and between the City of Austin, a Texas municipal corporation ("**City**"), North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "**District**"), and various landowners of property within the District.

WHEREAS, by and through its adoption of Ordinance No. 830505-O, the Austin City Council granted its consent to the creation of North Austin Municipal Utility District No. 1 and authorized execution of that certain "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" setting forth terms and conditions for creation and operation of the District, including the designation of approved land uses by adoption of a land plan ("Land Plan"); and

WHEREAS, the "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" ("Consent Agreement") was executed by and between the City, the District and Milwood Joint Venture II (the "Developer"), Robinson Ranch ("Ranch"), Palmar Associates ("Palmar") and Austin White Lime Company ("AWL"); and

WHEREAS, the parties have from time to time approved various amendments to the Consent Agreement, which amended portions of the Land Plan; and

WHEREAS, the parties further desire to consolidate all existing land uses and land uses modified pursuant to this Seventh Amendment into one current land plan map; and

WHEREAS, the District has proposed the amendment of a portion of the Land Plan to modify the designated land use for a certain 11.5 acre tract and a certain 22.7 acre tract (the "Austin Jack Property") owned by Austin Jack, L.L.C., a Delaware limited liability company ("Austin Jack") within the District from multifamily use to office (GO) use and standards with a maximum impervious cover of 60% and a maximum height of 40 feet; and

WHEREAS, all involved City departments have reviewed the proposed modifications of the portions of the Land Plan and have no objections to the same;

NOW, THEREFORE, the City, the District, the Developer, Ranch, Palmar, AWL, and Austin Jack hereby agree as follows:

74704.7/05160

**ARTICLE I
AMENDMENT OF MUD LAND PLAN**

1.01. The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as **Exhibit A** as the approved Land Plan for the property within the District. All prior land plans are hereby superseded. From and after the effective date of this Seventh Amendment, all references to the Land Plan in the Consent Agreement, as amended, shall mean and refer to the Revised Land Plan attached as **Exhibit A**.

**ARTICLE II
GENERAL PROVISIONS**

2.01. Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written. It is expressly understood and agreed by all parties that the consent of Austin Jack will not be required for future amendments to the Consent Agreement unless such amendment is in regard to its land uses.

2.02. This Seventh Amendment may be executed in duplicate originals each of equal dignity.

2.03. This Seventh Amendment shall be effective from and after the date of execution by the authorized representatives of the District and the City.

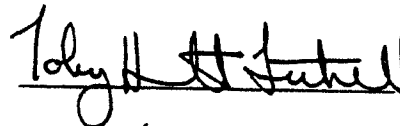
IN WITNESS WHEREOF, this Seventh Amendment is executed by the authorized representatives of the District, the City and various landowners of property within the District on the date(s) shown below.

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS:


Assistant City Attorney

By:



Date:

6/16/00

ATTEST:

NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1:

Charles Simon
Board Secretary

By: Terry Rippner
President, Board of Directors

Date: May 17, 2000

MILWOOD JOINT VENTURE II:

By: Terry E. Nicholson
President, Board of Directors

By: Terry E. Nicholson

Name: Terry E. Nicholson

Title: Vice President

Date: 5-24-00

AUSTIN WHITE LIME COMPANY,
a Texas corporation:

By: A. H. Robinson III

Name: A. H. ROBINSON III

Title: GEN PARTNER

Date: 5-22-00

ROBINSON RANCH, a Texas
a Texas general partnership:

By: G.H. Robinson III
Name: A.H. ROBINSON III
Title: GEN PARTNER
Date: 5/22/00

PALMAR ASSOCIATES, a Texas
general partnership:

By: G.H. Robinson III
Name: A.H. ROBINSON III
Title: GEN. PARTNER
Date: 5/22/00

AUSTIN JACK, L.C.C.,
a Delaware limited liability company:

By: AmberJack, Ltd.

By: G. Roger Gielow
Name: G. Roger Gielow
Title: Assistant Secretary
Date: June 13, 2000

AUSTIN JACK, L.L.C.,
a Delaware limited liability company:

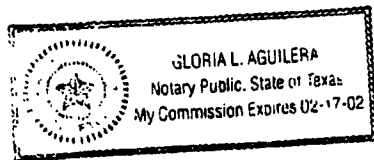
By: AmberJack, Ltd.

By: John R. Higgins
Name: John R. Higgins
Title: VICE PRESIDENT
Date: June 13, 2000

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on June 16, 2000, by Toby Hammett Futrell, Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.



Gloria L. Aguilera
Notary Public, State of Texas

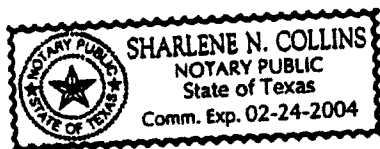
Gloria L. Aguilera
Printed/Typed Name of Notary

My Commission Expires: 2/17/02

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on May 17, 2000, by Terry Riquelme, President of the Board of Directors of North Austin Municipal Utility District No. 1, a conservation and reclamation district of the State of Texas, on behalf of said district.



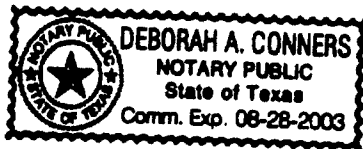
[Signature]
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on May 24, 2000, by TERY F. MITCHELL
General Partner of Milwood Joint Venture II, a Texas joint venture, on behalf of said joint venture.



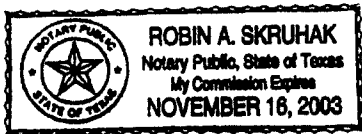
Deborah A. Conners
Notary Public, State of Texas

DEBORAH A. CONNERS
Printed/Typed Name of Notary

My Commission Expires: 8-28-03

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on May 22, 2000, by A.H. Robinson, III
General Partner of Austin White Lime Company, a Texas corporation, on behalf of said corporation.



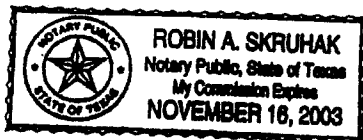
Robin A. Skruhak
Notary Public, State of Texas

ROBIN A. SKRUHAK
Printed/Typed Name of Notary

My Commission Expires: 11-16-2003

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on May 22, 2000, by A.H. Robinson, III
General Partner of Robinson Ranch, a Texas general partnership, on behalf of said partnership.



Robin A. Skruhak
Notary Public, State of Texas

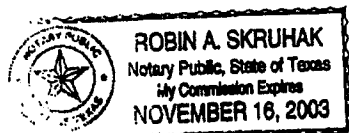
ROBIN A. SKRUHAK
Printed/Typed Name of Notary

My Commission Expires: 11-16-2003

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on May 22, 2000, by A. H. Robinson, III
General Partner of Palmar Associates, a Texas general partnership, on behalf of said partnership.



Robin A. Skruhak
Notary Public, State of Texas

ROBIN A. SKRUHAK
Printed/Typed Name of Notary

My Commission Expires: 11-16-2003

~~THE STATE OF TEXAS)~~

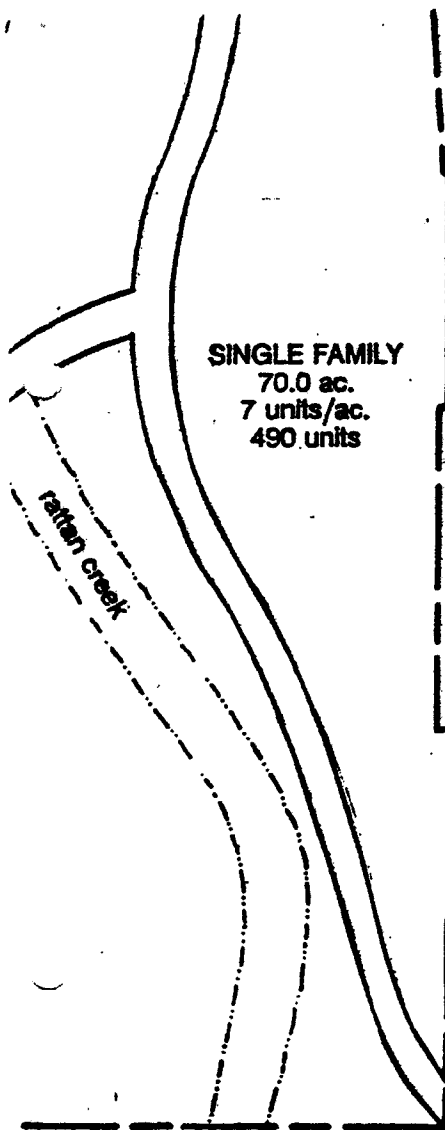
~~COUNTY OF TRAVIS)~~

~~THIS INSTRUMENT was acknowledged before me on _____, 2000, by _____,
_____ of AmberJack, Ltd., on behalf of Austin Jack, L.L.C., a Delaware limited liability
company, on behalf of said company.~~

~~_____
Notary Public, State of Texas~~

~~_____
Printed/Typed Name of Notary~~

~~My Commission Expires: _____~~



Use Plan

one, agree
set back
adjacent
MSB. All
uses may
provided,
by access
within the

approved

designs,
at 200
less cover
ited under
map and
supervision
2,826,627



scale: 1" = 400'

EXHIBIT C LAND USE PLAN

EXHIBIT "A"

DATE: JAN. 24, 1991

NORTH AUSTIN

EX

**EIGHTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND
OPERATION OF NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

THE STATE OF TEXAS)
) **KNOW ALL BY THESE PRESENTS:**
COUNTY OF TRAVIS)

THIS EIGHTH AMENDMENT AGREEMENT is made by and between the City of Austin, a Texas municipal corporation ("**City**"), North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "**District**"), and various landowners of property within the District.

WHEREAS, by and through its adoption of Ordinance No. 830505-O, the Austin City Council granted its consent to the creation of North Austin Municipal Utility District No. 1 and authorized execution of that certain "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" setting forth terms and conditions for creation and operation of the District, including the designation of approved land uses by adoption of a land plan ("**Land Plan**"); and

WHEREAS, the "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" ("**Consent Agreement**") was executed by and between the City, the District and Milwood Joint Venture II ("**Developer**"), Robinson Ranch ("**Ranch**"), Palmar Associates ("**Palmar**") and Austin White Lime Company ("**AWL**"); and

WHEREAS, the parties have from time to time approved various amendments to the Consent Agreement, which amended portions of the Land Plan; and

WHEREAS, the parties further desire to consolidate all existing land uses and land uses modified pursuant to this Eighth Amendment into one current land plan map; and

WHEREAS, the District has proposed the amendment of a portion of the Land Plan to modify the designated land use for a certain 4.90 acre tract (the "**JPI Property**"), owned by JPI Apartment Development, L.P., a Delaware limited partnership ("**JPI**") within the District from multifamily use to mixed use; and

WHEREAS, all involved City departments have reviewed the proposed modifications of the portions of the Land Plan and have no objections to the same;

NOW, THEREFORE, the City, the District, the Developer, Ranch, Palmar, AWL, and JPI hereby agree as follows:

NAMUD8K/062900

**ARTICLE I
AMENDMENT OF MUD LAND PLAN**

1.01. The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as **Exhibit A** as the approved Land Plan for the property within the District. All prior land plans are hereby superseded. From and after the effective date of this Eighth Amendment, all references to the Land Plan in the Consent Agreement, as amended, shall mean and refer to the Revised Land Plan attached as **Exhibit A**.

ARTICLE II

[2.01. The parties agree that future amendments to the Land Plan may be approved by consent of the City, the District and the owner of the land whose land use is to be modified. The parties agree that other parties' consent to such land plan amendments shall not be required.

**ARTICLE III
GENERAL PROVISIONS**

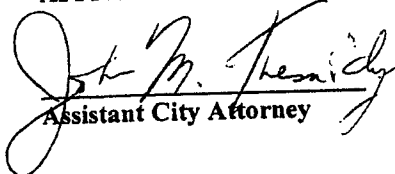
3.01. Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written. It is expressly understood and agreed by all parties that the consent of JPI will not be required for future amendments to the Consent Agreement unless such amendment is in regard to its land uses.

3.02. This Eighth Amendment may be executed in duplicate originals each of equal dignity.

3.03. This Eighth Amendment shall be effective from and after the date of execution by the authorized representatives of the District and the City.

IN WITNESS WHEREOF, this Eighth Amendment is executed by the authorized representatives of the District, the City and various landowners of property within the District on the date(s) shown below.

APPROVED AS TO FORM:


Assistant City Attorney

CITY OF AUSTIN, TEXAS:

By:


Marcia Conner
Assistant City Manager

Date: July 6, 2000

NORTH AUSTIN MUNICIPAL UTILITY
DISTRICT NO. 1

ATTEST:

[Signature]

By: [Signature]

Name: [Signature]
President, Board of Directors

Date: 8-2-00

MILWOOD JOINT VENTURE II

By: [Signature]
Name: _____
Title: _____
Date: _____

AUSTIN WHITE LIME COMPANY, a
Texas corporation

By: A.H. Robinson III
Name: A.H. ROBINSON, III
Title: PRESIDENT
Date: 7-26-00

ROBINSON RANCH, a Texas general
partnership

By: A.H. Robinson III
Name: A.H. ROBINSON, III
Title: GENERAL PARTNER
Date: 7-26-00

PALMAR ASSOCIATES, a Texas general
partnership

By: A.H. Robinson III
Name: A.H. ROBINSON, III
Title: GENERAL PARTNER
Date: 7-26-00

~~JOINDER AND CONSENT~~

~~JEFFERSON LAKE CREEK, L.P., a Texas limited partnership, joins in this Agreement for purposes of expressing its joinder and consent to this Agreement. This Agreement will be binding on any future owner of the JPI tract.~~

JEFFERSON LAKE CREEK, L.P., a Texas
limited partnership

By: JPI Genpar Realty LLC, a Delaware
limited liability company, Its General Partner

By: James W. Morgan, Jr.
Name: James W. Morgan, Jr.
Its: Assistant Vice President

Date:

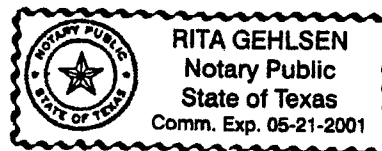
STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me the 18th day of July, 2000, by James W. Morgan, Jr., Asst. Vice President of JPI Genpar Realty LLC, a Delaware limited liability company, General Partner of Jefferson Lake Creek, L.P., a Texas limited partnership, on behalf of the company and the partnership.

Rita Gehlsen
Notary Public, State of Texas

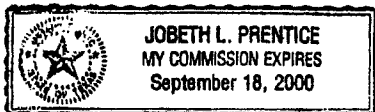
Printed/Typed Name of Notary
My Commission Expires:



86052v1.doc/DATE \@ "MMddyy"

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on July 6, 2000, by Marcia Conner, Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.



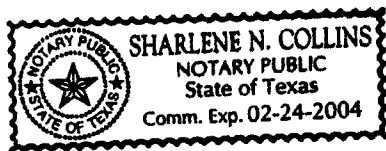
[Signature]
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: 9/18/2000

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on August 2, 2000, by Terry Rippner
President of the Board of Directors of North Austin Municipal Utility District No. 1, a conservation and reclamation district of the State of Texas, on behalf of said district.



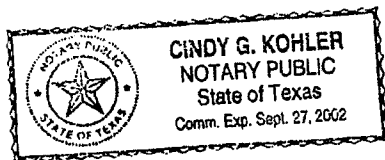
[Signature]
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on July 31, 2000, by
Terry E. Milwood, President, Milwood Joint Venture II, a Texas joint venture,
on behalf of said joint venture.
Milwood Joint Venture II, a Texas joint venture, a general partner of Milwood Joint Venture II, a Texas joint venture,



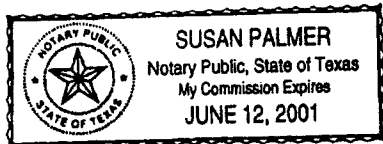
Cindy G. Kohler
Notary Public, State of Texas

Cindy G. Kohler
Printed/Typed Name of Notary

My Commission Expires: 9 27 02

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on July 26, 2000, by
A.H. Robinson, III President of Austin White Lime Company, a Texas
corporation, on behalf of said corporation.



Susan Palmer

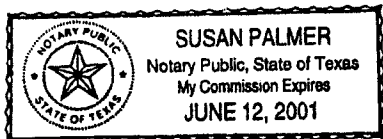
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on July 26, 2000, by
A.H. Robinson, III General Partner of Robinson Ranch, a Texas general partnership,
on behalf of said partnership.



Susan Palmer

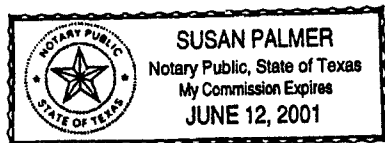
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on July 26, 2000, by
A.H. Robinson, III General Partner of Palmar Associates, a Texas general partnership,
on behalf of said partnership.



Susan Palmer

Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

EXHIBIT A
Revised Land Plan

NAMUD8K1&2/062900

NOW, THEREFORE, the City, the District, the Developers, and the Owner hereby agree as follows:

**ARTICLE I
AMENDMENT OF MUD LAND PLAN**

1.01. The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as **EXHIBIT A** as the approved Land Plan for the property. All prior land plans are hereby superseded. From and after the effective date of this Ninth Amendment, all references to the Land Plan in the Consent Agreement, as amended, shall mean and refer to the Revised Land Plan attached as **EXHIBIT A**.

1.02. The Owner agrees that the Property will be developed in accordance with the existing codes and ordinances of the City regarding site plan and construction plan approval by the City.

**ARTICLE II
GENERAL PROVISIONS**

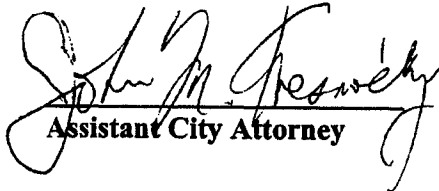
2.01. This Ninth Amendment may be executed in duplicate originals each of equal dignity.

2.02. This Ninth Amendment shall be effective from and after the date of execution by the authorized representatives of the District, the Owner and the City.

IN WITNESS WHEREOF, this Ninth Amendment is executed by the authorized representatives of the District, the City and the Owner on the date(s) shown below.

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS:


Assistant City Attorney

By: 
Roger Chan
Assistant City Manager

Date: September 12, 2001

ATTEST:

NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1:

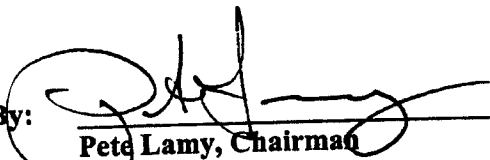

Board Secretary

By: 
President, Board of Directors

Date: 10-17-01

SAGE-LAKE CREEK, LTD., a
Texas limited partnership

By: Sage Land Company, Inc.,
a Texas corporation,
its general partner:

By: 
Pete Lamy, Chairman

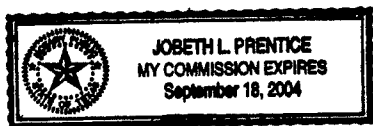
Date: 9/19/01

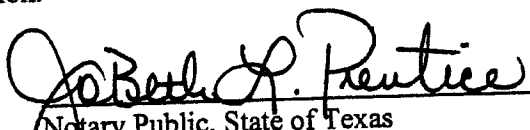
THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 12th day of September, 2001, by Roger Chan, Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

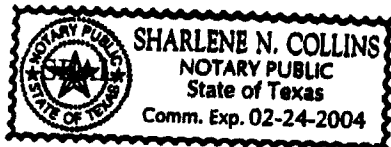
SEAL




Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 17 day of October 2001, by Terry Ripenda, President of the Board of Directors of North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code, on behalf of said utility district.

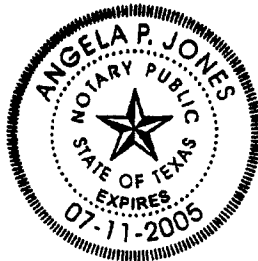



Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on 19th day of September, 2001, by Pete Lamy, Chairman of Sage Land Company, Inc., a Texas corporation, general partner of Sage-Lake Creek, Ltd., on behalf of said corporation and limited partnership.

SEAL




Notary Public, State of Texas

EXHIBIT A
Revised Land Plan

**TENTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND
OPERATION OF NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL BY THESE PRESENTS:

RECITALS

THIS TENTH AMENDMENT AGREEMENT is made by and between the City of Austin, a Texas municipal corporation ("City"), North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "District"), and Austin White Lime a Texas limited partnership (the "Owner"), the owner of property within the District.

WHEREAS, by and through its adoption of Ordinance No. 830505-O, the Austin City Council granted its consent to the creation of North Austin Municipal Utility District No. 1 and authorized execution of that certain "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" setting forth terms and conditions for creation and operation of the District, including the designation of approved land uses by adoption of a land plan ("Land Plan"); and

WHEREAS, the "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" ("Consent Agreement") was executed by and between the City, the District and Milwood Joint Venture II, Robinson Ranch, Palmar Associates and Austin White Lime Company (the "Developers"); and

WHEREAS, the Consent Agreement required the dedication to the District of certain property as park and greenbelt areas; and

WHEREAS, Williamson County has constructed creek drainage improvements in property to be dedicated as parkland and is requesting that it be allowed to receive the property instead so that it may be able to plant trees and other vegetation as mitigation for the drainage improvements; and

WHEREAS, the affected parties are agreeable to such a change; and

WHEREAS, the property will be accepted and dedicated for public park purposes by Williamson County,

NOW, THEREFORE, the City, the District, and Austin White Lime hereby agree as follows:

ARTICLE I

1.01. Article XI of the Consent Agreement is amended to add subsection H. as follows:

H. Up to 21.27 acres of land owned by Austin White Lime (more particularly described on Exhibit A) and shown on the land plan as open space or greenbelt may be conveyed to Williamson County for parkland purposes in satisfaction of the parkland dedication requirements of

this Article. The deed conveying the property to Williamson County shall be subject to the review and approval of the City of Austin Law Department.

ARTICLE II

2.01. This Tenth Amendment may be executed in duplicate originals each of equal dignity.

2.02. This Tenth Amendment shall be effective from and after the date of execution by the authorized representatives of the District, the Owner and the City.

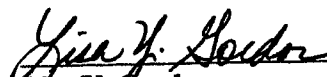
2.03. Except as set forth in this Amendment and previous amendments to the Consent Agreement, all terms and conditions of the Consent Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Tenth Amendment is executed by the authorized representatives of the District, the City and the Owner on the date(s) shown below.

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS:



Assistant City Attorney

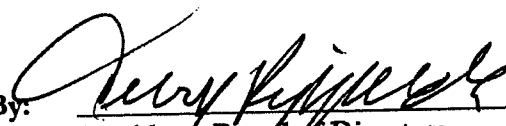
By: 
Lisa Y. Gordon
Assistant City Manager

Date: 12-2-03

ATTEST:

NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1:


Board Secretary

By: 
President, Board of Directors

Date: 12-8-03

AUSTIN WHITE LIME COMPANY, a
Texas limited partnership

By: Robinson Associates, a Texas General
Partnership, General Partner:

By: A.H. Robinson III
A.H. Robinson, III,
General Partner

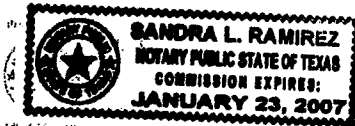
By: John Oscar Robinson
John Oscar Robinson,
General Partner

Date: 12/15/03

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 2nd day of December, 2003, by Lisa Y. Gordon, Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.



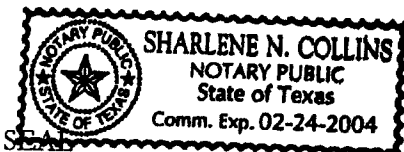
SEAL

Sandra Ramirez
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 8 day of December, 2003 by Terry Rippeck, President of the Board of Directors of North Austin Municipal Utility District No. 1, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code, on behalf of said utility district.



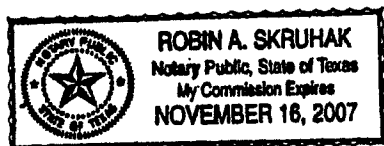
SEAL

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 15th day of December 2003, by A. H. Robinson, III, General partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of the partnerships.

SEAL

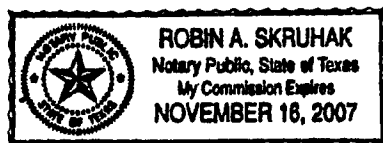


Robin A. Skruhak
Notary Public, State of Texas

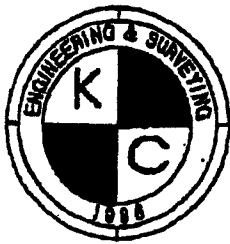
THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on the 15th day of December 2003, by John Oscar Robinson, General partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of the partnerships.

SEAL



Robin A. Skruhak
Notary Public, State of Texas



K.C. ENGINEERING, INC.

AUSTIN • TAYLOR • MARBLE FALLS

1801 SOUTH MOPAC EXPRESSWAY, SUITE 150

AUSTIN, TEXAS 78748

OFFICE 512.308.8585 FAX 512.330.0737

www.kcengineering.com

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 21.271 ACRES OF LAND, SURVEYED BY K.C. ENGINEERING, INC., OUT OF THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A REMAINDER OF A 347.13 ACRE TRACT OF LAND DESCRIBED IN DEED TO AUSTIN WHITE LIME, LTD. OF RECORD IN VOLUME 682, PAGE 907 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch rebar found in the existing curving south right-of-way line of Farm Market Highway No. 734 (F.M. 734) (200' R-O-W) (also called Parmer Lane) for northeast corner of Lot 5, Block A of Jefferson Center Subdivision, a subdivision of record in Cabinet T, Slide 107 of the Plat Records of Williamson County, Texas;

THENCE along said existing south right-of-way line of said F.M. 734 the following two (2) courses:

1. Along a curve to the left having a radius of 2394.21 feet, a delta angle of $16^{\circ}18'35''$, a length of 681.54 feet and a chord which bears South $47^{\circ}45'52''$ East a distance of 679.24 feet to a 1/2 inch rebar found 100.00 feet right of and at right angles to Engineer's Centerline P.T. Station 357+95.15 of F.M. 734 for a point of tangency from which a Type II Highway ROW Monument found 100.00 feet left of and at right angles to Engineer's Centerline P.T. Station 357+95.15 of F.M 734 bears North $34^{\circ}04'51''$ East a distance of 200.00 feet;
2. South $55^{\circ}55'09''$ East a distance of 37.30 feet (record: South $55^{\circ}55'09''$ East) to 1/2 inch iron rebar set, from which a 1/2 inch rebar in concrete found for a point of curvature 100.00 feet right of and at right angles to Engineer's Centerline P.C. Station 361+86.39 of F. M. 734 from which a Type II Highway ROW Monument found 100.00 feet left of and at right angles to Engineer's Centerline P.C. Station 361+86.39 of F.M 734 bears South $55^{\circ}55'09''$ East a distance of 353.24 feet;

THENCE South $22^{\circ}20'51''$ West crossing the portion of said remainder a distance of 305.88 feet to a 1/2 inch rebar found for the northwest corner of Lot 46, Block A of Milwood Section Forty - B, a subdivision of record in Cabinet Q, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE South 34°04'36" West with the west line of Lots 42 through 46 of Block A of Milwood Section Forty - B a distance of 388.94 feet (record South 34°04'00" West a distance of 388.98 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 42, Block A of Milwood Section Forty - B;

THENCE South 52°03'49" West with the west line of Lots 39 through 42 of Block A of Milwood Section Forty - B a distance of 126.08 feet (record South 52°07'34" West a distance of 126.04 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 39, Block A of Milwood Section Forty - B;

THENCE South 24°50'22" West with the west line of Lots 35 through 39 of Block A of Milwood Section Forty - B a distance of 191.75 feet (record South 24°47'38" West a distance of 191.75 feet) to a 1/2 inch rebar with plastic cap set for and angle point in the west line of Lot 35, Block A of Milwood Section Forty - B;

THENCE South 24°42'12" West with the west line of Lots 30 through 35 of Block A of Milwood Section Forty - B a distance of 254.40 feet (record South 24°45'17" West a distance of 254.21 feet) to a 1/2 inch rebar found for southwest corner of Lot 30 and the northwest corner of Lot 29, Block A of Milwood Section Forty - A, a subdivision of record in Cabinet P, Slide 167 of the Plat Records of Williamson County, Texas;

THENCE South 24°38'17" West with the west line of said Lot 29 a distance of 32.75 feet (record South 24°48'01" West a distance of 32.86 feet) to a nail in concrete found for an angle point in the west line of Lot 29;

THENCE South 36°58'00" West with the west line of Lots 28 through 29 of Block A of Milwood Section Forty - A, a distance of 120.92 feet (record South 37°12'59" West a distance of 120.81 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 26, Block A of Milwood Section Forty - A;

THENCE South 45°53'14" West with the west line of Lots 24 through 26 of Block A of Milwood Section Forty - A, a distance of 89.74 feet (record South 45°20'56" West a distance of 90.00 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 24, Block A of Milwood Section Forty - A;

THENCE South 54°59'11" West with the west line of Lots 21 through 24 of Block A of Milwood Section Forty - A, a distance of 176.36 feet (record South 55°06'57" West a distance of 175.83 feet) to a 1/2 inch rebar found for and angle point in the west line of Lot 21, Block A of Milwood Section Forty - A;

THENCE South 08°58'52" West with the west line of Lot 21, Block A of Milwood Section Forty - A, a distance of 249.10 feet (record South 08°18'22" West a distance of 249.46 feet) to a 1/2 inch rebar found for southwest corner of Lot 21 and the northwest corner of Lot 20, Block A of Milwood Section Forty - A;

THENCE South 29°19'12" East with the west line of Lots 20 through 14 of Block A of Milwood Section Forty - A, a distance of 377.77 feet to a 1/2 inch rebar with plastic cap set for northernmost corner of a 0.531 acre tract described in deed to Williamson County of

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record in Document No. 2000057517 of the Official Records of Williamson County, Texas from which a 1/2 inch rebar found for the southwest corner of Lot 14 and northwest corner of Lot 13 bears South 29°19'12" East a distance of 20.00 feet;

Thence with the northwest line of the said 0.531 acres the following four (4) courses:

1. South 66°45'25" West a distance of 51.95 feet (record South 66°50'04" West a distance of 51.81 feet) to a 1/2 inch rebar with plastic cap set;
2. South 45°12'13" West a distance of 41.59 feet (record South 45°13'57" West a distance of 41.59 feet) to a 1/2 inch rebar with plastic cap set;
3. South 27°06'50" West a distance of 168.57 feet (record South 27°08'26" West a distance of 168.57 feet) to a 1/2 inch rebar with plastic cap set;
4. South 32°13'58" East a distance of 31.64 feet (record South 32°10'05" East a distance of 31.65 feet) to a 1/2 inch rebar with plastic cap set in the north line of Lot 92, Block A of Milwood Section Forty – A;

THENCE South 60°50'59" West with the north line of Lot 92 a distance of 192.93 feet to a 1/2 inch rebar with plastic cap set in the east line of a 1047 square feet tract described in deed To Williamson County of record in Document No. 2000057516 of the Official Records of Williamson County, Texas;

THENCE with the east and north lines of the said 1047 square feet tract the following three (3) courses:

1. North 01°29'52" West a distance of 5.30 feet to a 1/2 inch rebar with plastic cap set;
2. South 65°42'30" West a distance of 101.76 feet (record South 65°42'30" West a distance of 101.76 feet) to a 1/2 inch rebar with plastic cap set;
3. South 34°47'05" West a distance of 18.43 feet to a 1/2 inch rebar with plastic cap set in the north line of Lot 92, Block A of Milwood Section Forty – A;

THENCE with the north line of Lot 92, Block A of Milwood Section Forty – A, along a curve to the right having a radius of 930.00 feet, a delta angle of 02°47'20", a length of 45.27 feet and a chord which bears South 68°29'11" West a distance of 45.26 feet to a 1/2 inch rebar with plastic cap set;

THENCE South 68°37'09" West continuing with the north line of Lot 92, Block A of Milwood Section Forty – A, a distance of 4.46 feet to a 1/2 inch rebar with plastic cap set in the west line of the said 347.13 acres and the east line of Lot 1, Block B of Ganzert Park 1, a subdivision of record in Cabinet F, Slide 47 of the Plat Records of Williamson County, Texas;

5. North 48°16'41" East a distance of 92.21 feet (record North 48°18'00" East a distance of 92.40 feet) to the POINT OF BEGINNING.

This parcel contains 21.271 acres of land, more or less, out of the Malcom M. Homsby Survey, Abstract No. 280, in Williamson County, Texas. Description prepared from an on-the-ground survey made during April, 2002 All bearings are based on the east right-of-way line of F.M. 734 (Parmer Lane) between P.T. Station 357+85.15 and P.C. Station 344+25.06.



Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

May 31, 2002

Date



Project Number: 438-01

Attachments: Survey Drawing L:\CHTX\25AC-Parmer Lane\dwg\4383101.DWG

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Created on 05/31/2002

THENCE North 06°24'10" East with the west line of the 347.13 acres and the east line of Lots 1 through 10 of Block B of said Ganzert Park 1 a distance of 732.52 feet (record North 08°18'44" East a distance of 732.59 feet) to a 1/2 inch rebar in concrete found for the northeast corner of Lot 10 and the southeast corner of Lot 11 of Block B, Ganzert Park 1;

THENCE North 18°21'58" East with the west line of the 347.13 acres and the east line of Lot 11, Block B of Ganzert Park 1 a distance of 71.63 feet (record North 20°22'21" East a distance of 71.33 feet) to a 1/2" iron rebar found for the northeast corner of said Lot 11 and the southeast corner of said Lot 5, Block A of Jefferson Center Subdivision from which a 1/2 inch rebar found for the northwest corner of Lot 11 bears North 82°54'30" West a distance of 117.41 feet (record North 80°54'42" West a distance of 117.62 feet);

THENCE North 18°35'52" East with the west line of the 347.13 acres and the east line of said Lot 5, Block A of Jefferson Center Subdivision a distance of 664.52 feet (record North 18°36'31" East a distance of 664.52 feet) to a 1/2 inch rebar with plastic cap set;

THENCE North 20°41'29" West continuing with the west line of the 347.13 acres and the east line of said Lot 5 a distance of 134.67 feet (record North 20°40'49" West a distance of 134.67 feet) to a 1/2 inch rebar with plastic cap set;

THENCE leaving the west line of the 347.13 acres and continuing with the east line of Lot 5 the following five (5) courses:

1. North 37°19'42" East a distance of 613.23 feet (record North 37°20'20" East a distance of 613.23 feet) to a P-K nail set;
2. North 01°34'37" West a distance of 335.50 feet (record North 01°34'14" West a distance of 335.43 feet) to a 1/2 inch rebar found;
3. North 52°33'17" East a distance of 217.78 feet (record North 52°38'02" East a distance of 218.01 feet) to a 1/2 inch rebar found;
4. North 35°43'36" West a distance of 311.19 feet (record North 35°42'13" West a distance of 311.02 feet) to a 1/2 inch rebar with plastic cap set;

**ELEVENTH AMENDMENT TO AGREEMENT CONCERNING
CREATION AND OPERATION OF NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1**

This Eleventh Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 ("Eleventh Amendment Agreement") is executed on June 7, 2007, by the City of Austin, a Texas municipal corporation situated in Travis, Williamson, and Hays Counties, Texas ("City"); North Austin Municipal Utility District No. 1, a municipal utility district created on November 15, 1983, by order of the Texas Water Commission and operating pursuant to Chapter 54, Texas Water Code ("District"); and Austin Jack, L.L.C., a Delaware Limited Liability Company ("Austin Jack"), and is as follows:

WHEREAS, by and through its adoption of Ordinance No. 830505-O, the Austin City Council granted its consent to the creation of North Austin Municipal Utility District No. 1 and authorized execution of that certain "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" setting forth terms and conditions for creation and operation of the District, including the designation of approved land uses by adoption of a land plan ("Land Plan"); and

WHEREAS, the "Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1" ("Consent Agreement") was executed by and between the City, the District, and Milwood Joint Venture II, Robinson Ranch, Palmar Associates, and Austin White Lime Company (the "Developers"); and

WHEREAS, pursuant to the terms of the Consent Agreement, the City, the District, and the Developers agree the property within the District would be restricted to those uses reflected on the Land Use Plan referenced in, and attached to, the Consent Agreement as the same has been amended from time to time; and

WHEREAS, pursuant to the Eighth Amendment to the Consent Agreement, the City, District and Developers agreed that future land use revisions could be made with the consent of the District, the City and the owner of the affected property; and

WHEREAS, Austin Jack, L.L.C., is the current owner of approximately 25.75 acres of land, more or less, lying within the District and more particularly described by metes and bounds on **EXHIBIT A**, attached to and incorporated into this document by reference for all purposes ("Camden Tract"); and

WHEREAS, Camden Property Trust, which has contracted to purchase the Camden Tract, has petitioned the City for consent to amend the Land Use Plan, to permit the land uses, densities, and intensities on the Camden Tract which are depicted on **EXHIBIT B**, attached to and incorporated into this document by reference; and

WHEREAS, the City, the District, and Austin Jack desire to consent to Camden's Proposed Eleventh Amended Land Use Plan, attached and incorporated herein as **EXHIBIT B**