

for all purposes, and to clarify the relationship of the Camden Tract to the balance of the land within the District; and

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and benefits contained in this Eleventh Amendment Agreement, as for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the City, the District, and Austin Jack agree as follows:

1. Article XI, Paragraph I of the Consent Agreement, as amended, is hereby amended by adding the following sentence at the end of its present text:

All development on the 25.75 acre Camden Tract must comply with current City of Austin water quality standards, as set out in the City Code Chapter 25-8, and the City Environmental Criteria Manual.

2. Article XI, Paragraph A of the Consent Agreement is hereby amended by adding the following paragraphs at the end of its present text:

At the time of site plan approval by the City for a residential development on the 25.75 acre Camden Tract, the District shall collect a Parkland Usage Fee of \$351,588 from the property owner. This fee may be reduced by half to \$174,794 if the site plan includes construction of a pool and other substantial recreational facilities to be built on-site within the residential project.

Water and wastewater service connection to the District's utility system shall not be made for the Camden Tract until the respective property owner or purchaser has paid to the District the Parkland Usage Fee for that tract.

The Parkland Usage Fee collected from the property owner for the development of the Camden Tract shall only be used for: (1) "hard improvements" to the parks within the District including, but not limited to, the construction of planned amenities for the Rattan Creek Park such as the proposed pool house, expanded parking and new sport court, as shown on the Rattan Creek Master Plan; and/or (2) the acquisition of property to be dedicated as parkland within the District.

The City and District agree that the restricted use of the Parkland Usage Fee with regard to the development of the Camden Tract, as stated above, is applicable to the Parkland Usage Fees collected for the Camden Tract only and such restriction is not applicable to any future development projects within the District and establishes no precedent for regulation or restriction of the District's use of Parkland Usage Fees received after the effective date of this amendment except for fees received for the development of the Camden Tract.

The Parkland Usage Fee requirements for the Camden Tract constitutes the parkland dedication or fee requirements for the Camden Tract only for the purposes compliance with Section 25-4-211 of the City of Austin Land Development Code.

3. Article XI, Section H, Subsection 1 of the Consent Agreement, as amended, is hereby amended to read as follows:

H. 1. The land uses on the 25.75 acre Camden Tract, a part of the AWLC Tract, as dictated on the Eleventh Amended Lane Use Plan attached hereto as Exhibit B, include only the range of uses permitted in the Multi-Family Residence Moderate – High Density District use district as described in City Code Section 25-2-65, as it existed in May 2007. The land uses approved on the remainder of the AWLC Tract include only the range of uses permitted in the GR use district as described in City Code Section 13-2-221, as it existed in August 1990, provided that liquor sales will be permitted inside the proposed hotel uses.

4. Article I, 1.01, H. from the Tenth Amendment is amended to read as Section H-1.

5. The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as Exhibit B as the approved land plan for the property within the district. All prior land plans are hereby superseded. For and after the effective date of this Eleventh 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 B.

Executed in multiple copies, each of which shall constitute and original to be effective on the latest date this Eleventh Amendment Agreement is executed by a party, being the 7 day of June, 2007.

**CITY OF AUSTIN,**  
A Texas municipal corporation

By: [Signature]  
Printed Name: LARA HUGHES  
Title: Assistant City Manager

Date: 5/23/07

**APPROVED AS TO FORM:**

By: [Signature]  
Assistant City Attorney

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

By: [Signature]  
Printed Name: ALAN MCNEIL  
Title: PRESIDENT

Date: 5/31/07

**ATTEST:**

By: [Signature]  
Secretary, Board of Directors

**AUSTIN JACK, L.L.C.,**  
A Delaware limited liability company

By: **STATE FARM REALTY INVESTMENT COMPANY f/k/a**  
**AMBERJACK, LTD.,** its managing member

By: [Signature] Date: 6-7-07  
John R. Higgins  
Vice President

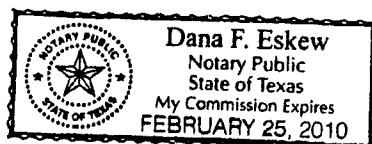
By: [Signature]  
G. Roger Gielow  
Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Dana F. Eskew, Notary Public, on this day personally  
appeared Laura J. Huffman, Assistant City Manager of the City of Austin, a Texas municipal  
corporation, on behalf of said municipal corporation.

Given under my hand and seal of office on May 23, 2007.



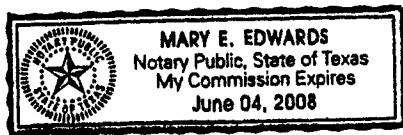
[Signature]  
Notary Public

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me MARY E. EDWARDS, Notary Public, on this day personally appeared ALAN MCNEIL, PRESIDENT of North Austin Municipal Utility District No. 1, a Texas municipal utility district, on behalf of said district.

Given under my hand and seal of office on 5/31/07, 2007.



Mary E. Edwards  
Notary Public

STATE OF ~~TEXAS~~ ILLINOIS §

COUNTY OF MCLEAN §

Before me SUE SHEPHERD, Notary Public, on this day personally appeared John R. Higgins, Vice President of State Farm Realty Investment Company f/k/a Amberjack, Ltd., managing member of Austin Jack, L.L.C., a Delaware Limited Liability Company, on behalf of said company.

Given under my hand and seal of office on JUNE 7, 2007.



Sue Shepherd  
Notary Public

STATE OF ILLINOIS §

COUNTY OF MCLEAN §

Before me SUE SHEPHERD, Notary Public, on this day personally appeared G. Roger Gielow, Secretary of State Farm Realty Investment Company f/k/a Amberjack, Ltd., managing member of Austin Jack, L.L.C., a Delaware limited liability company, on behalf of said company.

Given under my hand and seal of office on JUNE 7, 2007.



Sue Shepherd  
Notary Public

11.442 ACRES  
PORTION OF LOT 2  
ROBINSON RANCH SUBDIVISION

Exhibit A to Exhibit 1 FN. NO. 07-004(AJM)  
JANUARY 3, 2007  
1266-05.09

DESCRIPTION

OF 11.442 ACRES OF LAND OUT OF THE THOMAS P. DAVY SURVEY ABSTRACT NO. 169, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, ROBINSON RANCH SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 386-387 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.442 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at an iron rod found in the southerly right-of-way line of State Farm Way (R.O.W. varies), being the northeasterly corner of Lot 2, Block "B" State Farm Subdivision Section One, a subdivision of record in Cabinet K, Slide 83 of said Plat Records, being the northwesterly corner of said Lot 2, Robinson Ranch Subdivision;

THENCE, along said southerly right-of-way line, being the northerly line of said Lot 2, Robinson Ranch Subdivision, the following five (5) courses and distances:

- 1) N70°53'40"E, a distance of 49.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the left;
- 2) Along said curve to the left having a radius of 708.36 feet, a central angle of 13°49'00", an arc length of 170.82 feet and a chord which bears N63°59'10"E, a distance of 170.40 to a 1/2 inch iron rod with cap set for the point of tangency of said curve;
- 3) N57°04'40"E, a distance of 181.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right;
- 4) Along said curve to the right having a radius of 760.02 feet, a central angle of 11°17'11", an arc length of 149.71 feet and a chord which bears N62°43'27"E, a distance of 149.47 to an iron rod found for the end of said curve;
- 5) N68°21'38"E, a distance of 77.40 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING and northwesterly corner hereof;

THENCE, N68°21'38"E, continuing along said southerly right-of-way line, for the northerly of said Lot 2, Robinson Ranch Subdivision and hereof, a distance of 462.71 feet to a 1/2 inch iron rod with cap set, for the northeasterly corner hereof;

THENCE, leaving said southerly right-of-way line, over and across said Lot 2, Robinson Ranch Subdivision, for a portion of the easterly line hereof, the following four (4) courses and distances:

- 1) S21°42'22"E, a distance of 332.91 feet to a 1/2 inch iron rod with cap set at an angle point;

Exhibit A to Exhibit 1 Pg. 1 of 4

- 2) N69°00'15"E, a distance of 117.15 feet to a 1/2 inch iron rod with cap set at an angle point;
- 3) S21°42'22"E, a distance of 546.84 feet to a 1/2 inch iron rod with cap set at an angle point;
- 4) N69°00'15"E, a distance of 350.03 feet to a 1/2 inch iron rod with cap set in the easterly line of said Lot 2, Robinson Ranch Subdivision, being in the westerly right-of-way line of West Parmer Lane (R.O.W. varies), for an angle point hereof;

THENCE, S21°42'22"E, along said westerly right-of-way line, for a portion of the easterly line of said Lot 2, Robinson Ranch Subdivision and hereof, a distance of 68.01 feet to an iron rod found (TXDOT Hwy. Sta. 338+58.48, 100 feet right) at the southeasterly corner of said Lot 2, Robinson Ranch Subdivision, also being the northeasterly corner of Lot 1, Block "A" Jefferson Center Subdivision, a subdivision of record in Cabinet T, Slides 107-109 of said Plat Records, for the southeasterly corner hereof;

THENCE, leaving said westerly right-of-way line, along the southerly line of said Lot 2, Robinson Ranch Subdivision, being the northerly line of said Lot 1, Block "A", for the southerly line hereof, the following two (2) courses and distances:


- 1) S69°00'15"W, a distance of 705.23 feet to an iron rod found at an angle point;
- 2) S68°09'53"W, a distance of 159.11 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

THENCE, leaving the northerly line of said Lot 1, Block "A", over and across said Lot 2, Robinson Ranch Subdivision, for the westerly line hereof, the following three (3) courses and distances:

- 1) N21°50'07"W, a distance of 465.01 feet to a 1/2 inch iron rod with cap set at an angle point;
- 2) N44°33'05"W, a distance of 167.17 feet to a 1/2 inch iron rod with cap set at an angle point;
- 3) N21°38'22"W, a distance of 326.63 feet to the POINT OF BEGINNING, containing an area of 11.442 acres (497,608 sq. ft.) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2006.

BURY & PARTNERS, INC.  
ENGINEERS-SURVEYORS  
3345 BEE CAVES ROAD, SUITE 200  
AUSTIN, TEXAS 78746

  
MARK J. JEZISEK  
R.P.L.S. NO. 5267  
STATE OF TEXAS

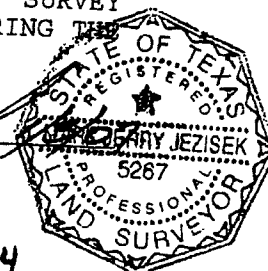


Exhibit A to Exhibit 1 Pg. 2 of 4

14.310 ACRES  
PORTION OF LOT 2,  
ROBINSON RANCH SUBDIVISION

FN. NO. 07-003 (AJM)  
JANUARY 3, 2007  
1266-05.09

#### DESCRIPTION

OF 14.310 ACRES OF LAND OUT OF THE THOMAS P. DAVY SURVEY ABSTRACT NO. 169, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, ROBINSON RANCH SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 386-387 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 14.310 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at an iron rod found in the southerly right-of-way line of State Farm Way (R.O.W. varies), being the northeasterly corner of Lot 2, Block "B" State Farm Subdivision Section One, a subdivision of record in Cabinet K, Slide 83 of said Plat Records, being the northwesterly corner of said Lot 2, Robinson Ranch Subdivision, for the northwesterly corner hereof;

**THENCE**, along said southerly right-of-way line, being the northerly line of said Lot 2, Robinson Ranch Subdivision, for the northerly line hereof, the following five (5) courses and distances:

- 1) N70°53'40"E, a distance of 49.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the left;
- 2) Along said curve to the left having a radius of 708.36 feet, a central angle of 13°49'00", an arc length of 170.82 feet and a chord which bears N63°59'10"E, a distance of 170.40 to a 1/2 inch iron rod with cap set for the point of tangency of said curve;
- 3) N57°04'40"E, a distance of 181.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right;
- 4) Along said curve to the right having a radius of 760.02 feet, a central angle of 11°17'11", an arc length of 149.71 feet and a chord which bears N62°43'27"E, a distance of 149.47 to an iron rod found for the end of said curve;
- 5) N68°21'38"E, a distance of 77.40 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof;

**THENCE**, leaving said southerly right-of-way line, over and across said Lot 2, Robinson Ranch Subdivision, for the easterly line hereof, the following three (3) courses and distances:

- 1) S21°38'22"E, a distance of 326.63 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) S44°33'05"E, a distance of 167.17 feet to a 1/2 inch iron rod with cap set for an angle point;

Exhibit A to Exhibit 1, Pg. 3 of 4



- 3) S21°50'07"E, a distance of 465.01 to a 1/2 inch iron rod with cap set in the southerly line of said Lot 2, Robinson Ranch Subdivision, being the northerly line of Lot 1, Block "A" Jefferson Center Subdivision, a subdivision of record in Cabinet T, Slides 107-109 of said Plat Records, for the southeasterly corner hereof;

THENCE, along the southerly line of said Lot 2, Robinson Ranch Subdivision, being the northerly line of said Lot 1, Block "A", for the southerly line hereof, the following two (2) courses and distances:

- 1) S68°09'53"W, a distance of 282.48 feet to a concrete monument found at an angle point;
- 2) S67°49'43"W, a distance of 446.04 feet to an iron rod found at the southeasterly corner of said Lot 2, Block "B", being the southwesterly corner of said Lot 2, Robinson Ranch Subdivision, for the southwesterly corner hereof;

THENCE, N19°06'34"W, leaving the northerly line of said Lot 1, Block "A", along the easterly line of said Lot 2, Block "B", for the westerly line of said Lot 2, Robinson Ranch Subdivision and hereof, a distance of 890.67 feet to the **POINT OF BEGINNING**, containing an area of 14.310 acres (623,371 sq. ft.) of land, more or less, within these metes and bounds.

THE BEARING BASIS OF THE SURVEY SHOWN HEREON, IS THE WESTERLY R.O.W. LINE OF MERNA LANE NOW KNOWN AS BRIARWICK DRIVE (PLATTED AS GOOD NEIGHBOR DRIVE) AS SHOWN ON THE PLAT OF STATE FARM SUBDIVISION SECTION ONE BEING OF RECORD IN CABINET K, SLIDE 83 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

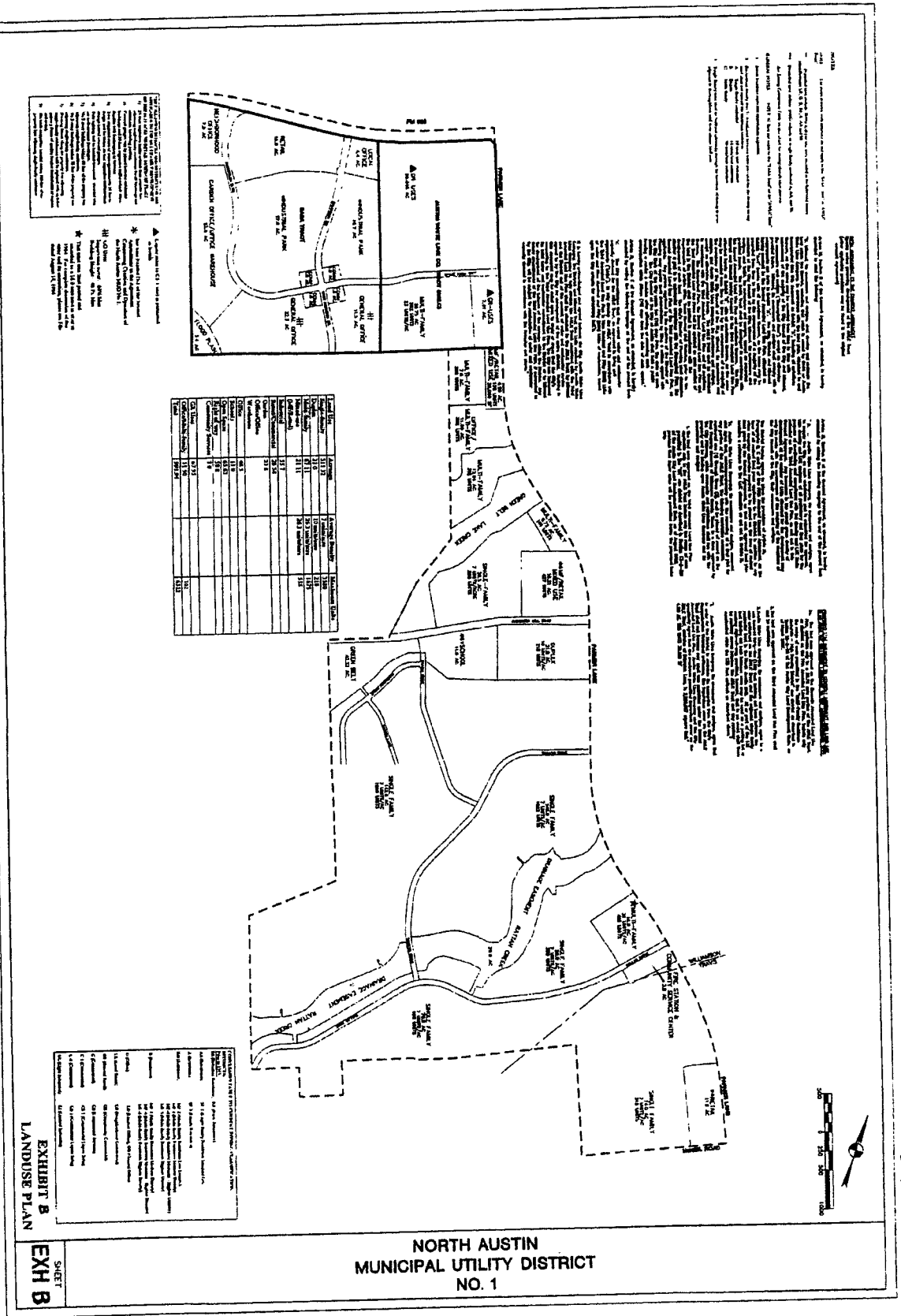
I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2006, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

BURY & PARTNERS, INC.  
ENGINEERS-SURVEYORS  
3345 BEE CAVES ROAD, SUITE 200  
AUSTIN, TEXAS 78746

*Mark J. Jezisek*  
MARK J. JEZISEK  
R.P.L.S. NO. 5267  
STATE OF TEXAS



Exhibit A to Exhibit 1, Pg. 4 of 4



NAM1 - NORTH AUSTIN MUD #1  
Water Bill Payment Receipt - Austin Office

Date..... 06.12.07

Receipt Number..... 00056980      Receipt By .... jdickey

Account Number..... 02\*NAM1\*00056980

Customer Name..... CAMDEN PROPERTY TRUST

Service Address..... CAMDEN PROPERTY APARTMENT PROJECT

Description..... 5 Misc

Payment Amount..... 175794.00      Check 100664124

Comments

VENDOR    NORTH AUSTIN MUD #1  
CAMDEN PROPERTY TRUST  
APARTMENT PROJECT  
PARK LAND FEES

Three Greenway Plaza, Suite 1300  
Houston, Texas 77046  
(713) 354-2500

| Date       | Invoice No. | Reference                      | Amount    | Discount | Balance   |
|------------|-------------|--------------------------------|-----------|----------|-----------|
| 05/30/2007 | USAGE FEE   | 5400 LAMAR COLLEGE PARK - IKEA | 175794.00 | .00      | 175794.00 |

**Total:** \$175,794.00  
**Check No.:** 100664124  
**Check Date:** 05/31/2007


**CAMDEN PROPERTY TRUST**  
Three Greenway Plaza, Suite 1300  
Houston, Texas 77046  
(713) 354-2500

64-1278  
611

CHECK NO.: 100664124  
CHECK DATE.: 05/31/2007

PAY: ONE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED NINETY FOUR AND 00/100 DOLLARS

**\$175,794.00**

**NORTH AUSTIN MUD#1**  
**9511 RANCH ROAD 620 NORTH**  
**AUSTIN, TX 78726**  


Second Signature Required

Second Signature Required Above \$25000

Authorized Signature [Signature]

⑈0100664124⑈ 1:0611127881: 329 910 0430⑈

**Docket Nos. 42857 and 42867**

**Petitioners' Exhibit 1**  
224

**ORDINANCE NO 20070503-008**

**AN ORDINANCE APPROVING THE ELEVENTH AMENDMENT TO THE AGREEMENT CONCERNING THE CREATION AND OPERATION OF THE NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO 1, FOR THE 25 75 ACRE "CAMDEN TRACT"**

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

**PART 1** The Council finds

- (A) On May 5, 1983, by Ordinance No 830503-O, the City of Austin consented to the creation of North Austin Municipal Utility District No 1 and authorized the execution of the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No 1. The Consent Agreement has been previously amended ten times.
- (B) The City has agreed to amend the Land Use Plan and Consent Agreement to change the land use for a 25 75 acre tract of land owned by Austin Jack L L C and referred to as the "Camden Tract", from community commercial (GR) uses to multifamily use, in accordance with the terms of Exhibit 1 to this ordinance.

**PART 2** The Eleventh Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No 1, which is attached as Exhibit "1" and incorporated in this ordinance for all purposes, is approved.

**PART 3** This ordinance takes effect on May 14, 2007

**PASSED AND APPROVED**

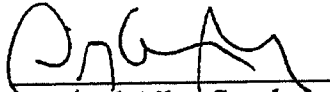
\_\_\_\_\_, May 3, 2007

§  
§  
§



Will Wynn  
Mayor

**APPROVED**

  
David Allan Smith  
City Attorney

**ATTEST**

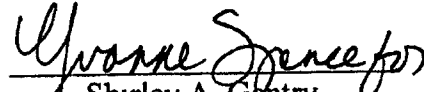
  
Shirley A. Gentry  
City Clerk

Exhibit 1

**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 \_\_\_\_\_, 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**

for all purposes and to clarify the relationship of the Camden Tract to the balance of the land within the District, and

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and benefits contained in this Eleventh Amendment Agreement as for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the City, the District, and Austin Jack agree as follows

- 1 Article XI, Paragraph I of the Consent Agreement, as amended, is hereby amended by adding the following sentence at the end of its present text

All development on the 25.75 acre Camden Tract must comply with current City of Austin water quality standards, as set out in the City Code Chapter 25.8 and the City Environmental Criteria Manual

- 2 Article XI, Paragraph A of the Consent Agreement is hereby amended by adding the following paragraphs at the end of its present text

At the time of site plan approval by the City for a residential development on the 25.75 acre Camden Tract the District shall collect a Parkland Usage Fee of \$351,588 from the property owner. This fee may be reduced by half to \$174,794 if the site plan includes construction of a pool and other substantial recreational facilities to be built on-site within the residential project.

Water and wastewater service connection to the District's utility system shall not be made for the Camden Tract until the respective property owner or purchaser has paid to the District the Parkland Usage Fee for that tract.

The Parkland Usage Fee collected from the property owner for the development of the Camden Tract shall only be used for (1) hard improvements to the parks within the District including, but not limited to, the construction of planned amenities for the Rattan Creek Park such as the proposed pool house, expanded parking and new sport court, as shown on the Rattan Creek Master Plan, and/or (2) the acquisition of property to be dedicated as parkland within the District.

The City and District agree that the restricted use of the Parkland Usage Fee with regard to the development of the Camden Tract, as stated above, is applicable to the Parkland Usage Fees collected for the Camden Tract only and such restriction is not applicable to any future development projects within the District and establishes no precedent for regulation or restriction of the District's use of Parkland Usage Fees received after the effective date of this amendment except for fees received for the development of the Camden Tract.

The Parkland Usage Fee requirements for the Camden Tract constitutes the parkland dedication or fee requirements for the Camden Tract only for the purposes compliance with Section 25-4-211 of the City of Austin Land Development Code.



- 3 Article XI Section H, Subsection 1 of the Consent Agreement as amended, is hereby amended to read as follows

H 1 The land uses on the 25.75 acre Camden Tract, a part of the AWLC Tract as dictated on the Eleventh Amended Land Use Plan attached hereto as Exhibit B, include only the range of uses permitted in the Multi Family Residence Moderate – High Density District use district as described in City Code Section 25.2.65, as it existed in May 2007. The land uses approved on the remainder of the AWLC Tract include only the range of uses permitted in the GR use district as described in City Code Section 13.2-221 as it existed in August 1990 provided that liquor sales will be permitted inside the proposed hotel uses

- 4 Article I, 1.01 H from the Tenth Amendment is amended to read as Section H 1

- 5 The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as Exhibit B as the approved land plan for the property within the district. All prior land plans are hereby superseded. For and after the effective date of this Eleventh 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 B

Executed in multiple copies each of which shall constitute an original to be effective on the latest date this Eleventh Amendment Agreement is executed by a party being the \_\_\_\_ day of \_\_\_\_\_, 2007

**CITY OF AUSTIN,**  
A Texas municipal corporation

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By \_\_\_\_\_  
Assistant City Attorney

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

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST**

By \_\_\_\_\_  
Secretary, Board of Directors

**AUSTIN JACK, L L C ,**  
A Delaware limited liability company

By **STATE FARM REALTY INVESTMENT COMPANY f/k/a**  
**AMBERJACK, LTD** its managing member

By \_\_\_\_\_ Date \_\_\_\_\_  
John R. Higgins  
Vice President

By \_\_\_\_\_  
G. Roger Gielow  
Secretary

**STATE OF TEXAS        §**

**COUNTY OF TRAVIS    §**

Before me \_\_\_\_\_ Notary Public, on this day personally  
appeared Laura J. Huffman, Assistant City Manager of the City of Austin, a Texas municipal  
corporation, on behalf of said municipal corporation

Given under my hand and seal of office on \_\_\_\_\_ 2007

\_\_\_\_\_  
Notary Public

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_, Notary Public on this day personally  
appeared \_\_\_\_\_ of North Austin Municipal Utility  
District No 1, a Texas municipal utility district, on behalf of said district

Given under my hand and seal of office on \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

Before me \_\_\_\_\_ Notary Public, on this day personally  
appeared John R Higgins, Vice President of State Farm Realty Investment Company t/k/a  
Amberjack, Ltd, managing member of Austin Jack, L L C, a Delaware Limited Liability  
Company on behalf of said company

Given under my hand and seal of office on \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public

11 442 ACRES  
PORTION OF LOT 2  
ROBINSON RANCH SUBDIVISION

Exhibit A to Exhibit 1

FN NO 07-004 (AJM)  
JANUARY 3 2007  
1266-05 09

DESCRIPTION

OF 11 442 ACRES OF LAND OUT OF THE THOMAS P DAVY SURVEY ABSTRACT NO 169 SITUATED IN WILLIAMSON COUNTY TEXAS, BEING A PORTION OF LOT 2 ROBINSON RANCH SUBDIVISION A SUBDIVISION OF RECORD IN CABINET J, SLIDES 386-387 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 11 442 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING, at an iron rod found in the southerly right-of-way line of State Farm Way (R O W varies) being the northeasterly corner of Lot 2, Block B" State Farm Subdivision Section One a subdivision of record in Cabinet K Slide 83 of said Plat Records being the northwesterly corner of said Lot 2, Robinson Ranch Subdivision

THENCE, along said southerly right-of-way line being the northerly line of said Lot 2 Robinson Ranch Subdivision the following five (5) courses and distances

- 1) N70°53 40'E a distance of 49 00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the left
- 2) Along said curve to the left having a radius of 708 36 feet a central angle of 13°49'00' an arc length of 170 82 feet and a chord which bears N63°59 10'E a distance of 170 40 to a 1/2 inch iron rod with cap set for the point of tangency of said curve
- 3) N57°04 40 E a distance of 181 00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right
- 4) Along said curve to the right having a radius of 760 02 feet, a central angle of 11°17 11" an arc length of 149 71 feet and a chord which bears N62°43 27 E a distance of 149 47 to an iron rod found for the end of said curve
- 5) N68°21'38 E a distance of 77 40 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING and northwesterly corner hereof

THENCE N68°21 38"E continuing along said southerly right-of-way line for the northerly of said Lot 2 Robinson Ranch Subdivision and hereof, a distance of 462 71 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof,

THENCE leaving said southerly right-of-way line over and across said Lot 2 Robinson Ranch Subdivision for a portion of the easterly line hereof, the following four (4) courses and distances

- 1) S21°42'22"E, a distance of 332 91 feet to a 1/2 inch iron rod with cap set at an angle point

Exhibit A to Exhibit 1 Pg 1 of 4

- 2) N69°00 15'E a distance of 117 15 feet to a 1/2 inch iron rod with cap set at an angle point
- 3) S21°42 22 E, a distance of 546 84 feet to a 1/2 inch iron rod with cap set at an angle point
- 4) N69°00 15'E a distance of 350 03 feet to a 1/2 inch iron rod with cap set in the easterly line of said Lot 2, Robinson Ranch Subdivision being in the westerly right-of-way line of West Parmer Lane (R O W varies) for an angle point hereof

THENCE, S21°42'22 E, along said westerly right-of-way line, for a portion of the easterly line of said Lot 2 Robinson Ranch Subdivision and hereof a distance of 68 01 feet to an iron rod found (TXDOT Hwy Sta 338+58 48, 100 feet right) at the southeasterly corner of said Lot 2, Robinson Ranch Subdivision also being the northeasterly corner of Lot 1 Block A Jefferson Center Subdivision a subdivision of record in Cabinet T Slides 107-109 of said Plat Records for the southeasterly corner hereof

THENCE leaving said westerly right-of-way line along the southerly line of said Lot 2 Robinson Ranch Subdivision being the northerly line of said Lot 1 Block 'A' for the southerly line hereof the following two (2) courses and distances


- 1) S69°00 15"W a distance of 705 23 feet to an iron rod found at an angle point
- 2) S68°09 53'W a distance of 159 11 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof

THENCE leaving the northerly line of said Lot 1, Block A over and across said Lot 2 Robinson Ranch Subdivision for the westerly line hereof the following three (3) courses and distances

- 1) N21°50 07 W a distance of 465 01 feet to a 1/2 inch iron rod with cap set at an angle point
- 2) N44°33'05 W a distance of 167 17 feet to a 1/2 inch iron rod with cap set at an angle point,
- 3) N21°38'22"W a distance of 326 63 feet to the POINT OF BEGINNING, containing an area of 11 442 acres (497 608 sq ft ) of land, more or less, within these metes and bounds

I, MARK J JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF JULY AND AUGUST, 2006

BURY & PARTNERS INC  
ENGINEERS-SURVEYORS  
3345 BEE CAVES ROAD SUITE 200  
AUSTIN TEXAS 78746

  
MARK J JEZISEK  
R P L S NO 5267  
STATE OF TEXAS

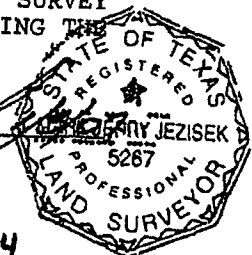


Exhibit A to Exhibit 1 Pg 2 of 4

14 310 ACRES  
PORTION OF LOT 2,  
ROBINSON RANCH SUBDIVISION

FN NO 07-003 (AJM)  
JANUARY 3 2007  
1266-05 09

DESCRIPTION

OF 14 310 ACRES OF LAND OUT OF THE THOMAS P DAVY SURVEY ABSTRACT NO 169 SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 2 ROBINSON RANCH SUBDIVISION A SUBDIVISION OF RECORD IN CABINET J SLIDES 386-387 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS SAID 14 310 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

**BEGINNING** at an iron rod found in the southerly right-of-way line of State Farm Way (R O W varies) being the northeasterly corner of Lot 2, Block B' State Farm Subdivision Section One a subdivision of record in Cabinet K Slide 83 of said Plat Records being the northwesterly corner of said Lot 2 Robinson Ranch Subdivision for the northwesterly corner hereof

**THENCE** along said southerly right-of-way line being the northerly line of said Lot 2, Robinson Ranch Subdivision for the northerly line hereof, the following five (5) courses and distances

- 1) N70°53 40"E a distance of 49 00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the left
- 2) Along said curve to the left having a radius of 708 36 feet a central angle of 13°49 00 , an arc length of 170 82 feet and a chord which bears N63°59 10 E a distance of 170 40 to a 1/2 inch iron rod with cap set for the point of tangency of said curve
- 3) N57°04 40 E, a distance of 181 00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a curve to the right
- 4) Along said curve to the right having a radius of 760 02 feet a central angle of 11°17 11' an arc length of 149 71 feet and a chord which bears N62°43 27 E a distance of 149 47 to an iron rod found for the end of said curve
- 5) N68°21 38 E a distance of 77 40 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof

**THENCE** leaving said southerly right-of-way line over and across said Lot 2 Robinson Ranch Subdivision for the easterly line hereof the following three (3) courses and distances

- 1) S21°38 22 E, a distance of 326 63 feet to a 1/2 inch iron rod with cap set for an angle point
- 2) S44°33'05 E a distance of 167 17 feet to a 1/2 inch iron rod with cap set for an angle point,

*Exhibit A to Exhibit 1, Pg 3 of 4*

FN NO 07-003 (AJM)  
JANUARY 3 2007  
PAGE 2 OF 2

- 3) S21°50'07"E a distance of 465.01 to a 1/2 inch iron rod with cap set in the southerly line of said Lot 2, Robinson Ranch Subdivision being the northerly line of Lot 1 Block "A" Jefferson Center Subdivision, a subdivision of record in Cabinet T Slides 107-109 of said Plat Records for the southeasterly corner hereof

THENCE, along the southerly line of said Lot 2 Robinson Ranch Subdivision being the northerly line of said Lot 1, Block "A" for the southerly line hereof the following two (2) courses and distances

- 1) S68°09'53" W a distance of 282.48 feet to a concrete monument found at an angle point,  
2) S67°49'43" W a distance of 446.04 feet to an iron rod found at the southeasterly corner of said Lot 2 Block B' being the southwesterly corner of said Lot 2 Robinson Ranch Subdivision, for the southwesterly corner hereof

THENCE, N19°06'34" W, leaving the northerly line of said Lot 1 Block A along the easterly line of said Lot 2 Block B, for the westerly line of said Lot 2 Robinson Ranch Subdivision and hereof a distance of 890.67 feet to the POINT OF BEGINNING, containing an area of 14.310 acres (623,371 sq ft) of land more or less within these metes and bounds

THE BEARING BASIS OF THE SURVEY SHOWN HEREON IS THE WESTERLY R O W LINE OF MERNA LANE NOW KNOWN AS BRIARWICK DRIVE (PLATTED AS GOOD NEIGHBOR DRIVE) AS SHOWN ON THE PLAT OF STATE FARM SUBDIVISION SECTION ONE BEING OF RECORD IN CABINET K SLIDE 83 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS

I MARK J JEZISEK A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF JULY AND AUGUST 2006 AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES

BURY & PARTNERS, INC  
ENGINEERS-SURVEYORS  
3345 BEE CAVES ROAD SUITE 200  
AUSTIN TEXAS 78746

*Mark J Jezisek*  
MARK J JEZISEK  
R P L S NO 5267  
STATE OF TEXAS

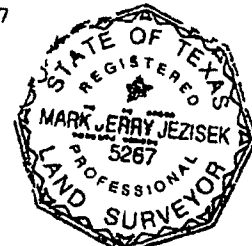


Exhibit A to Exhibit 1, Pg 4 of 4

**Petitioners' Exhibit 1**  
**236**



**ARMBRUST & BROWN, PLLC**

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701-2744  
512-435-2300

FACSIMILE 512-435-2360

KATHERINE DULANY  
(512) 435-2365  
kdulany@abaustin.com

August 23, 2013

**via HAND DELIVERY**

Randall Wilburn  
Randall Wilburn Law Office  
3000 South IH-35, Suite 150  
Austin, Texas 78704

Re: North Austin Municipal Utility District No. 1

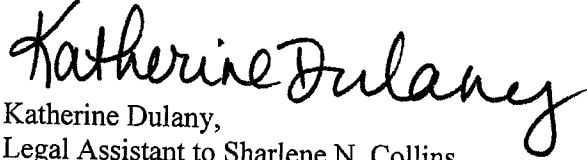
Dear Mr. Wilburn:

Enclosed please find the following:

1. One (1) copy of the Consent Agreement and Amendments No. 1 through No. 11 Concerning Consent Agreement for the above-referenced District.

Should you have any questions or need more information, please do not hesitate to contact me.

Cordially yours,

  
Katherine Dulany,  
Legal Assistant to Sharlene N. Collins

Enclosure

{W0592025.1}

Northtown Municipal Utility District  
c/o Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**AFFIDAVIT OF CUSTODIAN OF RECORDS**

BEFORE ME, the undersigned notary public, on this day personally appeared Cindy Arias, who, being by me duly sworn, did depose and say as follows:

"My name is Cindy Arias. I am over 18 years of age, of sound mind, have never been convicted of a felony and am otherwise capable of making this affidavit. I am personally acquainted with the facts stated in this affidavit.

I am the custodian of the records of Northtown Municipal Utility District, a political subdivision of the State of Texas (the "District"). Attached hereto are 157 pages of copies of records of the District that are kept by the District in the regular course of business. The attached copies are exact duplicates of the original records."

Cindy Arias  
Cindy Arias

Sworn to and subscribed before me, the undersigned authority, on this the 7th day of August, 2013.

Jaime Orlando Colmenero  
Notary Public



{W0590341.1}

53

AGREEMENT CONCERNING CREATION AND OPERATION  
OF  
NORTHTOWN  
MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into by and among the City of Austin, Texas (hereinafter referred to as the "City"), a municipal corporation situated in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; Northtown Municipal Utility District No. 1 (hereinafter referred to as the "District"), a municipal utility district created on the 14th day of August, 1985, by order of the Texas Water Commission and operating pursuant to Chapter 54 of the Texas Water Code; and Pflugerville Joint Venture, a Texas joint venture, (hereinafter collectively referred to as the "Joint Venture"), the holder of legal title to all of the land comprising the District, which consists of approximately 1231.772 acres situated wholly in Travis County, Texas, and lying within the extraterritorial jurisdiction of the City and the extraterritorial jurisdiction of the City of Pflugerville, which land is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference and lying within the preferred growth corridor of the City as designated by the Austin Tomorrow Comprehensive Plan.

For and in consideration of the premises and the mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows, to wit:

ARTICLE I  
COMPLIANCE WITH CITY WATER DISTRICT ORDINANCE

A. Except as otherwise expressly provided herein, the consent to the creation of the District hereby granted by the City is subject to, and the creation and operation of the District shall be in accordance with, the Water District Ordinance adopted by the City Council of the City of Austin on August 19, 1981, by Ordinance Number 810819-E, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("Water District Ordinance"). The terms and conditions of the Water District Ordinance are made a part of this Agreement for all purposes to the extent permitted by law.

B. Anything herein and in the Water District Ordinance to the contrary notwithstanding, the City has granted the District an exception to the Water District Ordinance by granting the District the authority to issue bonds and to make surcharge calculations, if applicable, for all internal drainage facilities built by the District to the extent permitted by the Texas Water Commission, but in any case, Joint Venture shall pay 30% of the costs of the internal drainage facilities as required by the Water District Ordinance.

C. Anything herein and in the Water District Ordinance to the contrary notwithstanding, financial consultant and bond counsel fees which are paid with proceeds of bonds issued by the District shall be limited in accordance with Exhibit "C", attached hereto and incorporated herein by reference.

ARTICLE II  
ISSUANCE OF BONDS BY THE DISTRICT

A. Bonds for District Facilities

1. The District agrees that it shall only issue bonds and notes, including bond anticipation notes, for the purposes and in the manner provided by the Water District Ordinance and

the rules and requirements of the Texas Water Commission. All bonds and notes of the District (the "District bonds") and the terms and provisions thereof shall be approved by the City Council of the City prior to the issuance thereof; provided, however, that any authorization which may be granted hereunder by the City of a principal amount of District bonds (plus interest) proposed to be issued by the District shall be deemed to include the approval of bond anticipation notes in a principal amount not to exceed the amount of principal and interest of the District bonds so authorized. It is specifically agreed that the District bonds, when issued, shall be secured by a pledge of the District's taxes and revenues. The District shall be authorized to issue bonds to finance temporary wastewater pump stations and related facilities with participation by area landowners desiring service.

2. The parties hereto acknowledge and agree that this Agreement and the Water District Ordinance, as such ordinance now exists and may hereafter be amended from time to time, have the effect of restricting the general statutory purposes for which the District may issue bonds and notes. The parties further recognize and agree that neither this Agreement nor the Water District Ordinance otherwise restrict or limit the powers and authority of the District to acquire, own, operate and maintain water or wastewater systems, drainage facilities, recreational facilities, or any other systems, facilities, assets or properties of or serving the District. The District may use funds and assets from any other available, lawful source to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets shall include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the District. The District bonds and notes may be issued by the District for any purpose not specifically prohibited by this Agreement or the Water District Ordinance.

#### B. Bonds for Special Facilities

To enable the City to supply water to the District and to receive and treat wastewater from the District in accordance with the provisions of Articles III and IV hereof, the parties hereby acknowledge that major extensions and improvements to the City's existing water and sewer facilities shall be necessary, all as more fully described and identified in the Utility Construction Contract (the "Construction Contract") by and between the District and the City, a proposed form of which is attached hereto as Exhibit "D" and incorporated herein by reference. The Construction Contract shall be approved by the City Council of the City simultaneously with its approval of this Agreement. It is expressly acknowledged that the "Project", as such is defined in the Construction Contract, includes approach mains necessary to serve the District and that no additional City approval of such approach mains shall be required upon completion of the Project.

To finance the cost of acquiring and constructing the Project, the District is hereby authorized to issue bonds and bond anticipation notes, subject to the terms, conditions and procedures set forth in the Construction Contract (the "Contract Bonds"). The Project shall be constructed by the District in accordance with the provisions of the Construction Contract and, upon completion thereof, shall be dedicated to the City. Upon such dedication, all right, title and interest of the District in and to the Project shall vest in the City. The City agrees that, upon completion of the Project, adequate distribution capacity shall be reserved by the City to serve all land within the

present boundaries of the District and to meet the City's other agreed obligations to supply treated water to the District and to collect wastewater therefrom.

**ARTICLE III  
WATER SUPPLY**

A. At the times and in the manner requested by the District, the City agrees to sell and deliver to the District all water which may be reasonably required for domestic and commercial purposes by users within the District. All such water shall be supplied from the City's water distribution system, as extended by the District, to a point or points of delivery adjacent to the boundaries of the District designated by the District's engineer and approved by the City. The sale and furnishing of water to the District shall be nondiscriminatory and uniform with the policy or policies of the City relating to utilities inside the City's utility service area as established by Ordinance Number 810820-B, as now in effect or hereafter amended. Water supplied to the District pursuant to this Agreement shall be at the rate or rates established by the City for water supplied to water districts generally. The District specifically agrees that the supply of water to the District may be reasonably limited by the City on the same basis and to the same extent as the supply of water to any other customer within the City's service area. "Water", as used in this Article III, shall mean potable water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses. The City agrees to use reasonable efforts to acquire and maintain a supply of water adequate to provide service to the District. The City further agrees to permit the Joint Venture and the District to utilize existing City water facilities for temporary water service on the same basis as other customers within the City's service area until such time as the facilities described in the Construction Contract are completed. Upon execution hereof by the City, this Agreement shall serve as an approved approach main request for water service under the City's approach main policy, as established by Ordinance No. 81 0514-D as hereafter amended from time to time.

B. Metering equipment and related facilities, including a meter loop, a meter house or pit, and standard-type devices required for properly measuring the quantity of water delivered to the District, shall be installed at each point of delivery of water to the District. The District, at its expense, shall install and provide the meter loop and the meter house or pit. The City, at the District's expense, shall provide and install the meter. The City, at its expense, shall operate and maintain the metering equipment and related facilities and shall calibrate the metering equipment upon request by the District; provided, however, that the cost of calibrating the metering equipment shall be borne by the District if requested more frequently than once every twelve (12) months. Any meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered during the corresponding period immediately preceding such failure, subject to reasonable adjustments for seasonal and climatic considerations, unless the City and the District otherwise agree. The metering equipment shall be read once each City billing cycle.

C. 1. Rates charged to customers of the District for water delivered pursuant to this Article III shall be set by the District and shall not be less than those normally charged by the City for comparable customers within the City, as established from time to time by the City Council of the City.

2. In addition to the rates charged under the preceding subsection C.1., the District shall charge and collect from its in-district customers a monthly surcharge which shall be calculated in the same manner as provided in Article VIII,

Section E. of this Agreement for calculating the surcharge which may be charged by the City after annexation of the District into the City. In the event the District utilizes the Big Walnut Creek Wastewater Interceptor to serve a customer of the District, the District shall also collect a fee at the time of purchase of a tap from the District of Three Hundred Forty-five Dollars (\$345.00) per living unit equivalent from that customer as required by City Ordinance No. 821014-B as a subsequent user of the Interceptor, and shall further collect a monthly fee of \$10.07 pursuant to City Ordinance No. 821014-B from such customers who utilize the Big Walnut Creek Wastewater Interceptor. Provided, however, such fee shall not be collected by the City from the District at the time the District purchases its master meter. Further provided, that the exemptions set forth in Ordinance 821014-B shall remain applicable. The City and the District agree to work together to establish a one time charge in lieu of the monthly charge of \$10.07. All such fees collected by the District pursuant to Ordinance 821014-B shall be remitted to the City on a monthly basis.

3. The District shall collect from all customers to whom the District sells water and/or sewer taps, a fee designed to foster the general purposes and intent of the City's Capital Recovery Fee Ordinance, Ordinance No. 821216-B, as amended from time to time. Such fees and any applicable offsets or credits shall be calculated according to the criteria and formula provided for in Exhibit "E" attached hereto and incorporated herein by reference. The District shall promptly remit all such fees collected by the District to the City's Water and Wastewater Department.

D. The District's billing and payment procedures shall substantially conform with the procedures established by the City as set forth in the City of Austin Utility Service Regulations, as now in effect or hereafter amended; provided, however, that the District may vary such procedures if required by law and that the District and the City may enter into a contract providing that the City may handle billings for the District in such a manner and for such compensation as may be mutually agreeable.

E. The District shall promote compliance with the City's water conservation ordinance, as amended from time to time.

#### ARTICLE IV SEWAGE TREATMENT

A. The City agrees to receive, treat, and dispose of all sewage which is collected by the District and delivered to a point or points of delivery into the City's sanitary sewer trunk line, as extended by the District. Said point or points of delivery shall be designated by the District's engineer and approved by the City. Sewage treatment and disposal services provided to the District shall be nondiscriminatory and uniform with the policy or policies established by the City Council of the City relating to utilities in the City's utility service area, as established by Ordinance Number 810820-B, as now in effect or hereafter amended. Sewage received from the District and treated by the City pursuant to the terms of this Agreement shall be at the rate or rates established by the City for sewage received from water districts generally. The District specifically agrees that the treatment of sewage received from the District may be reasonably limited by the City on the same basis and to the same extent as the treatment of sewage received from any other customer within the City's service area. The City agrees to use reasonable efforts to acquire and maintain sewage treatment capacity adequate to provide service to the District. The City further agrees to permit the Joint Venture and the District to utilize existing City sewer facilities for temporary sewer service on the same basis as other customers within the City's service area until such facilities described in the Construction Contract are completed. Upon execution hereof by the City, this Agreement shall serve as an approved approach main

request for sewer service under the City's approach main policy, as established by Ordinance No. 810514-D as hereafter amended from time to time.

B. 1. Rates charged to customers of the District for sanitary sewer service shall be set by the District and shall not be less than those normally charged by the City for comparable customers within the City, as established from time to time by the City Council of the City.

2. In addition to the rates charged under the preceding subsection C.1., the District shall charge and collect from its in-district customers a monthly surcharge which shall be calculated in the same manner as provided in Article VIII, Section E. of this Agreement for calculating the surcharge which may be charged by the City after annexation of the District into the City.

3. The District shall collect from all customers to whom the District sells water and/or sewer taps, a fee designed to foster the general purposes and intent of the City's Capital Recovery Fee Ordinance, Ordinance No. 821216-H, as amended from time to time. Such fees and any applicable offsets or credits shall be calculated according to the criteria and formula provided for in Exhibit "E" attached hereto and incorporated herein by reference. The District shall promptly remit all such fees collected by the District to the City's Water and Wastewater Department.

C. The District's billing and payment procedures shall substantially conform with the procedures established by the City as set forth in the City of Austin Utility Service Regulations, as now in effect or hereafter amended; provided, however, that the District may vary such procedures if required by law and that the District and the City may enter into a contract providing that the City may handle the billings for the District in such a manner and for such compensation as may be mutually agreeable.

D. Industrial waste, if any, received by the District, shall be processed in a manner consistent with the provisions of the City's Industrial Waste Ordinance, Sections 12-2-76 through 12-2-85 of the 1981 Code of the City of Austin, as amended from time to time.

#### ARTICLE V OPERATION AND MAINTENANCE

A. The District shall operate and maintain the water and wastewater system located within the District (the "District facilities"), unless the City and the District enter into a contract for the City to operate the system in such manner and for such compensation as may be mutually agreeable. The District shall have the obligation to inspect all water and wastewater connections made in the District for compliance with the requirements of the Uniform Plumbing Code and the City's local amendments thereto, the water and wastewater service detail promulgated by the Water and Wastewater Department of the City, as hereafter amended from time to time, and the rules and regulations of the Texas Department of Water Resources. Water meters shall be purchased by the District from the City's Water and Wastewater Department at cost.

B. The District shall operate and maintain the parks and recreational facilities located within the District to the extent permitted by law; provided, however, that in the event it is ever determined by the Texas Water Commission or any court of competent jurisdiction that the District is legally incapable of operating and maintaining such facilities, the City shall accept the public parks and recreational facilities located within both the District and the City's extraterritorial jurisdiction for operation and maintenance.



C. The District shall file a copy of its annual audit, and a copy of its proposed budget for the following year showing expenses, income and revenue sources, with the City Clerk, Director of Finance and City Manager of the City.

#### ARTICLE VI AREA OF AND LIMITATIONS ON SERVICE

A. Except as authorized in Section B of this Article VI, unless the prior approval of the City Council of the City is obtained, the District shall not: (1) construct or install water or wastewater lines or facilities to serve areas outside the District; (2) sell or deliver City water or wastewater service to areas outside the District; or (3) annex any additional lands to the District.

B. With respect to all land within the City's extraterritorial jurisdiction for which annexation to the District or out-of-district service is hereafter requested, the owner of such land shall be required to submit a land use plan covering the land for which annexation or out-of-district service is sought at the time such approval is requested. Any land within the City's extraterritorial jurisdiction for which annexation or out-of-district service is requested shall be developed in accordance with the approved land use plan, in the same manner set forth in Article XII for land originally included within the District.

#### ARTICLE VII LIMITATION ON LIABILITY

The City shall not be liable to the Joint Venture, the District, or any customer of the District for any failure of the City to provide water or sewer service: (1) where such failure results from impairment of facilities, strikes or other conditions beyond the City's control, so long as the City uses reasonable efforts to promptly correct such condition or conditions, or (2) as otherwise provided in Articles III and IV hereof.

#### ARTICLE VIII ANNEXATION BY CITY

A. The parties hereto acknowledge and agree that approximately 1230.872 acres, more or less, of the total 1231.772 acres of land comprising the District lie within the extraterritorial jurisdiction of the City and that .9 acres of the total 1231.772 acres of land lie within the extraterritorial jurisdiction of the City of Pflugerville; the land is not bordered by any other city, town or village; and that the portion lying within the extraterritorial jurisdiction of the City is scheduled for annexation by the City in accordance with the Annexation Plan of the City.

B. In furtherance of the purposes of this Agreement, the District and the Joint Venture, and their respective successors and assigns, covenant and agree to the extent allowed by law that, except upon written consent of the City Council of the City they will not: (1) seek or support any effort to incorporate any land within the District, or any part thereof; or (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate any land in the District or to include any of such land within the boundaries of the City or any other incorporated entity. The Joint Venture shall notify each person or entity purchasing property within the District from the Joint Venture of the annexation provisions of this Agreement and that any attempt to incorporate all or any part of the District would be contrary to the intent and purpose of this Agreement.

C. All parties to this Agreement respectively agree that one of the purposes of this Agreement is to effectuate the provisions of Section 54.016(f) of the Texas Water Code regarding annexation pursuant to the terms and conditions of a contract



between a district and a city. It is further understood that, by enacting the ordinance granting consent to the creation of the District and by executing this Agreement, the City has begun to provide for the legal process of annexation of the District land which lies within the City's extraterritorial jurisdiction, and it is mutually agreed that all parties hereto shall use their best efforts to bring about the conclusion of that process in accordance with the terms hereof.

D. It is expressly understood and agreed that the City may complete the annexation process and annex land lying within the City's extraterritorial jurisdiction upon the following terms and conditions:

1. The District agrees that at least ninety percent (90%) by dollar amount of the total District facilities to be constructed for which District bonds are being authorized in this Agreement ("requisite percentage of District facilities") will be installed within eight (8) years from the date of confirmation of the creation of the district. At anytime following the installation of the requisite percentage of District facilities, the annexation process may begin on land within the District and such land may be included in the corporate boundaries of the City. If such installation of the requisite percentage of facilities has not been accomplished within said eight (8) year period, the City, at its option may begin to annex land within the District lying within the City's extraterritorial jurisdiction. After the City has annexed more than seventy-five percent (75%) of the land within the district by acreage or after the City has annexed more than seventy-five percent (75%) of the land within the District by tax assessed value, whichever occurs later, whether or not the requisite percentage of District facilities has been installed, the City shall, within ninety (90) days of that time annex the remaining portion of the District in its extraterritorial jurisdiction. The District shall be dissolved on the date and in the manner specified in the ordinance completing such annexation of all land within the District lying within the City's extraterritorial jurisdiction, but in no event more than ninety (90) days after the effective date of such annexation. Upon the dissolution of the District, the City shall immediately succeed to all properties, powers, duties, assets, debts, liabilities and obligations of the District.

2. Notwithstanding the provisions of the preceding Subsection D.1 or of Article IX of this Agreement, if, prior to the installation of the requisite percentage of District facilities, the City is presented with a valid petition for annexation of lands within the District in aid of incorporation which complies with the provisions of the Municipal Annexation Act (Article 970a, V.T.C.S.) and all other statutes, ordinances and charter provisions relating to incorporation, or if the City finds annexation to be feasible, the City shall be authorized to complete the annexation process to include such land within the corporate boundaries of the City. Provided, however the District shall continue in existence until and under terms and conditions set out in Subsection D1 above.

3. During the period following annexation of lands within the District but preceding dissolution of the District, the District shall, to the extent permitted by law, be responsible for providing water and wastewater service to residents of the annexed lands. The City shall be responsible for the provision of all other governmental services, including maintenance of parks and recreational areas, to the residents of the annexed lands within the district. Upon dissolution of the District, the City shall become responsible for provision of all governmental services to residents of such lands.

E. The District shall be dissolved and the City shall succeed to all the remaining properties, powers, duties, assets, debts, liabilities, and obligations to the District no later than the occurrence of the first of either of the following: (i) the retirement of the District's bonded indebtedness or (ii) the expiration of forty (40) years from the date this Agreement is executed by the District.

F. After annexation of all District land located within the City's extraterritorial jurisdiction into the City and dissolution of the District resulting therefrom, the City may collect a surcharge in addition to the rates for water and sewer services for property that was within the territorial boundaries of the District at the time of annexation, as provided by Section 54.016(h) of the Texas Water Code. Such surcharge shall be calculated according to the criteria and formula provided for in Exhibit "F" attached hereto and incorporated herein by reference. The surcharge may continue for thirty (30) years after the initial District debt is issued or until the bonded indebtedness of the District has been retired, whichever occurs last, but in no case for a longer period of time than is necessary to wholly compensate the City for its assumption of the bonded indebtedness of the District. If the total principal amount of bonds for District facilities is greater or less than the total estimated amount of bonds which was used to calculate the surcharge, if the average annual effective interest rate of the bonds becomes greater or less than the rate used to calculate the surcharge, or if it becomes evident as a result of the subdivision process or annexation of land to the District that the total number of dwelling unit equivalents within the District will be greater or less than the total number used to calculate the surcharge, then the District and the City agree to recalculate the surcharge accordingly, and such recalculated surcharge shall be charged and collected beginning in the month following such recalculation as provided herein. It is specifically acknowledged and agreed that the special rate described above has been calculated, and any recalculation thereof shall be calculated, as provided in the Water District Ordinance for Growth Area III, Extraterritorial Jurisdiction 0-2 miles. Each purchaser of land within the District shall be furnished by the Joint Venture, or its successors or assigns, prior to the final closing of the sale and purchase, a separate written notice executed and acknowledged by the seller which shall contain the information required by Section 54.016(h)(4)(A) of the Texas Water Code. The District shall comply with Section 54.016(h)(4)(B) of the Texas Water Code.

#### ARTICLE IX OBLIGATIONS AFTER ANNEXATION

Except as otherwise provided herein, when the land within the District and within the City's extraterritorial jurisdiction is annexed to the City and the District is dissolved, the Joint Venture and the District shall incur no further contractual obligations and responsibilities pursuant to this Agreement; provided, however, that any such obligations or responsibilities which may have been incurred prior to annexation shall not be affected thereby unless the City succeeds to such obligations or responsibilities pursuant to law or this Agreement or by further agreement of the applicable parties.

#### ARTICLE X CONSTRUCTION OF DISTRICT FACILITIES

With the consent of the District, the Joint Venture or its successors and assigns may serve as the project manager for the construction of all water, wastewater and drainage facilities to be constructed or acquired by the District. It is provided, however, that no construction of any facility shall commence unless the plans and specifications therefor have been approved by the City; the Texas Department of Water Resources; the Texas Department of Health, where applicable; and all other governmental entities having jurisdiction. The City shall have

the right to inspect all facilities being constructed by the District and to charge and collect the standard inspection fee therefor; provided, that no such inspection fees may be collected as to the facilities described as the "Project" by the Construction Contract. Upon the issuance and sale of its bond anticipation notes or bonds for such purposes, the District may reimburse the Joint Venture for the cost of construction of any facilities constructed by the Joint Venture to the extent authorized by the Texas Department of Water Resources and permitted by the Water District Ordinance. To the extent the District is not permitted to pay the Joint Venture for any facilities, the Joint Venture shall dedicate such facilities to the District without compensation. Construction of the facilities herein contemplated shall be accomplished in accordance with the provisions of Article VIII, Section D.1. of this Agreement.

#### ARTICLE XI LAND AND EASEMENT COSTS

Land, easements, and rights-of-way needed for District purposes within the District shall be dedicated to the District by Joint Venture, its successors or assigns. The District may acquire land from the Joint Venture in accordance with the rules of the Texas Department of Water Resources and the provisions of the Water District Ordinance. Land, easements, and rights-of-way outside the District needed by the District shall be acquired by the District in accordance with the usual and customary public purchasing standards and procedures applicable to the District.

#### ARTICLE XII LAND USE AND DEVELOPMENT

A. The Joint Venture, its successors and assigns, covenant and agree that, at the time the creation of the District is confirmed by the residents of the District or prior to development of the Property, whichever occurs first, the following restrictive covenants, numbered one (1) through nine (9), shall be placed of record in the Real Property Records of Travis County, Texas, in a form approved by the City Attorney, which covenants and restrictions shall run with the property and be binding upon the Joint Venture and its successors and assigns:

1. The property shall be developed and maintained in a manner which meets or exceeds the standards for landscaping set out in the City's Landscape Ordinance, as codified in Section 13-2-135 of the 1981 Code of the City of Austin, as amended from time to time, or as such landscaping standards may be carried forward into any comprehensive revision to the City Zoning Ordinance which may hereafter become effective.

2. The property shall be developed and maintained in a manner which meets or exceeds the standards set out in the City's Waterway Development Ordinance, as codified in Divisions 1 and 2, Article IV of Chapter 9-10 of the 1981 Code of the City of Austin, as amended from time to time.

3. Construction on the property shall be in compliance with the City's Building Code, including but not limited to any provisions thereof relating to construction in floodplains, the City's Plumbing Code and the City's Electrical Code, as the same may be amended from time to time. The City Building Inspection Department shall have the right, but not the obligation, to inspect and approve all construction for compliance with this subsection 3.

4. The subdivision of the property shall require approval of subdivision plats by the City Planning Commission as provided by Art. 974a V.T.C.S., as amended, and Chapter 13-3 of the 1981 Code of the City of Austin, as amended from time to time.

5. Any use of any portion of the property for a use or uses other than single family residential or duplex residential shall require site plan approval of such use(s) by the City Planning Commission in accordance with the site plan review procedures and the development standards prescribed by the City's Principal Roadway Area Ordinance, as codified in Article VI of Chapter 13-2 of the City of Austin, as amended from time to time, or as such Principal Roadway Area standards and site plan review procedures may be carried forward into any comprehensive revision to the City Zoning Ordinance which may hereafter become effective. Such portion of the property requiring site plan approval shall be developed and maintained in a manner consistent with the approved site plan. Such site plan approvals which may be required after the effective date of any comprehensive revision to the City Zoning Ordinance shall comply with such "compatibility standards" as may be included therein.

6. Portions of the property may be used for industrial use, as described by the City's Zoning Ordinance, upon the approval of the City. The owner(s) of such proposed industrial site(s) shall be required to enter into a Planned Development Area and Industrial District Agreement with the City as allowed by Art. 970a, Sec. 5 V.T.C.S., as amended, upon such approval. Provided, however, that this requirement to enter into a Planned Development Area and Industrial District Agreement shall not apply if the proposed industrial site has been annexed into the City.

7. The erection and maintenance of billboards and signs on the property shall be consistent with the standards of Chapter 13-13 of the 1981 Code of the City of Austin, as amended from time to time.

8. The property shall be developed and maintained in accordance with the land use buffering standards established in any revisions to the City's Zoning Ordinance which may hereafter become effective.

9. Any City reviews, permits, approvals or inspections required by these covenants and restrictions or necessary to evidence compliance herewith shall require the payment to the City of the standard fees for performing the same.

B. The Joint Venture, its successors and assigns, shall develop and maintain the land within the District in accordance with the land plan attached hereto as Exhibit "G" and incorporated herein by reference, including all notations thereon, as the same may be amended from time to time with the concurrence of a majority of the members of the City Council of the City and Joint Venture, its successors and assigns (the "land plan"), except as otherwise hereinafter provided. It is acknowledged and agreed that the densities and land use intensities reflected on the land plan are not guaranteed levels of development, but represent the maximum levels of development which can be achieved subject to the reduction thereof necessitated by compliance with the requirements of applicable ordinances. Variances, exceptions or waivers from the requirements of the preceding Section A. are not guaranteed. Any increases in the overall gross density of development, any changes in the intensity of the land uses, or any changes in the land uses shown on the land plan may only be made with the concurrence of a majority of the members of the City Council of the City and the Joint Venture, its successors and assigns. The City Planning Commission shall make a recommendation to the City Council on any such proposed change in the land plan. Provided, however, that transfers of densities and land uses at or below the maximum levels as reflected on the land plan may be approved administratively by the City Planning Director. Any decreases in land use intensity or density shall not require approval by the Planning Commission or City Council of the City, except as to plat approval by the Planning Commission as provided above.

C. All subdivision plats of the property shall be consistent with the land plan, which shall be updated as each section of the property is platted. The City Planning Director shall determine whether a plat is in substantial compliance with the land plan. Any person aggrieved by the decision of the Planning Director may appeal such decision by filing a written notice thereof with the City Clerk within ten (10) days of the date of such decision. The City Council shall then hold a public hearing and render a decision either affirming or reversing such decision within fifteen (15) days of the date of such notice of appeal.

D. All boundary street improvements within the District shall be constructed in accordance with applicable City policies and ordinances. The Joint Venture shall construct, at its expense, all arterial roadways within the District, the final design and alignment of which shall be approved by the Planning Commission through the subdivision process after recommendations by the Urban Transportation and Public Works Departments of the City. Further, the arterial roadways within the District shall be constructed with divided sections where adjacent land uses are residential. Dessau Road (Howard Lane) from the District's most westerly boundary west to the service road of Interstate 35 shall be fully built to urban standards and according to the City's adopted Roadway Plan, as it may be amended, at or prior to such time that enough lots receive final plat approval to increase the projected traffic counts to 2,500 trips per day on that section of Dessau Road (Howard Lane). This section of roadway shall be built under the following conditions:

- (1) The Joint Venture shall attempt to acquire right-of-way for this roadway section and then fully construct the road; or
- (2) Should the Joint Venture be unable to acquire the right-of-way, the City shall acquire the right-of-way and the Joint Venture shall construct this section as set forth above, or
- (3) Should the adjacent property owner subdivide and/or develop his property adjacent to the roadway, such property owner shall be required to construct the roadway according to the above standards.

The Joint Venture shall also dedicate to the public Sprinkle Road Cutoff right-of-way as shown on the Land Plan attached to this Agreement. Nothing in this subsection D shall be construed to preclude the Joint Venture from requesting or accepting funds from the State of Texas or County of Travis for use in connection with such roadway construction. No driveway curb cuts for single family or duplex residential property shall be permitted on arterial roadways, as defined by the City's Austin Metropolitan Area Roadway Plan. All allowable curb cuts on major arterial roadways shall be at least two hundred (200) feet apart.

E. The Joint Venture agrees to perform a preliminary stormwater detention study which shall be approved by the City's Director of Public Works, prior to approval of the first preliminary subdivision plat. The District and the City agree that should the City determine that regional drainage facilities should be constructed, the District will issue contract bonds for such facilities under Article II, Section B above and pursuant to the requirements for issuance of bonds under the Utility Construction Contract attached hereto as Exhibit "D".

F. The Joint Venture agrees and covenants to dedicate, and by these presents does hereby express its intention to dedicate the following:

1. Approximately one hundred and fifty-five and one-tenth (155.1) acres of land in the District as shown on the Land Plan shall be dedicated to the District for parkland

purposes. The acreage designated on the Land Plan as District Park shall be dedicated to the District within one (1) year of confirmation of the District. The acreage designated on the Land Plan as greenbelt shall be dedicated in segments as adjacent property is platted. Provided, however, that the Joint Venture shall retain the right to use all such acreage for calculating density on other parts of the Joint Venture Development even though platted after such dedication. The Joint Venture and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the parkland to be so dedicated.

2. The following contributions and dedications shall be made no later than the date of disbursement of the proceeds of the first sale of District bonds.

a. A fire station site of approximately 0.8 acres and located approximately 1.5 miles east of Interstate Highway 35 and one mile north of Dessau Road (Howard Lane) shall be dedicated to the District, as shown on the Land Plan attached hereto.

b. A school site of approximately ten (10) acres shall be dedicated to the Pflugerville Independent School District as shown on the Land Plan attached hereto.

G. No later than the date of disbursement of proceeds of the first sale of District bonds, the Joint Venture agrees to construct or acquire the recreational facilities listed on Exhibit "H" attached hereto, for use within the District. The Joint Venture shall not be obligated to expend more than \$1,770,000.00 on the total facilities. Such facilities shall be established in the public parkland shown on the Land Plan and as stated in Exhibit "H". Such facilities shall be donated to the District without cost to the District after construction or acquisition of the facilities.

H. In the event that the District is not created, the intention and offer to dedicate expressed in Sections F or G above shall not be effective, but shall be of no force or effect.

#### ARTICLE XIII ASSIGNMENT OF AGREEMENT

The Joint Venture, its successors and assigns may, from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the land within the District owned by it. Upon approval by the City of the assignee or assignees, which approval shall not be unreasonably withheld provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. The Joint Venture is specifically authorized to assign this Agreement to the District upon its creation; provided, however, that such assignment shall not relieve the Joint Venture or its successors or assigns from the obligation to comply with the land use requirements and the other provisions contained herein affecting the use and conditions of sale of property within the District.

#### ARTICLE XIV TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and the Joint Venture, and shall continue in effect for a period of forty (40) years from the date of the execution hereof by the District; provided, however, if the

District is not created within one (1) year after execution of this Agreement by the City, this Agreement shall terminate and be of no effect.

ARTICLE XV  
JOINT CONTRACTING

The District shall be and is hereby authorized to contract with any entity, individual, governmental authority or political subdivision for the construction, operation and maintenance of any water, wastewater or other facilities which are within the power of the District to construct, operate or maintain.

ARTICLE XVI  
SEVERABILITY AND ENFORCEABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

In the event that the Texas Water Commission or any court of competent jurisdiction determines that any provision of this Agreement is beyond the scope of the Texas Water Code, the City, the Joint Venture and the District agree to immediately amend this Agreement to conform to such ruling or decision.

ARTICLE XVII  
BENEFITS OF AGREEMENT

This Agreement is for the benefit of the City; the District; and the Joint Venture, its successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein. This Agreement may be executed by the City and the Joint Venture prior to creation of the District and shall be binding upon the City and the Joint Venture for a period of one (1) year following such execution by the City, pending

PFLUGERVILLE JOINT VENTURE,  
a Texas joint venture

By: BILL MILBURN INC, a Texas  
corporation, venturer

By: [Signature]  
Bill Milburn, President

Executed on Oct. 18, 1984

By: [Signature]  
William T. Gunn

Executed on Oct 3, 1984

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on 8-31,  
1984 by Jorge Carrasco, City Manager of the City of Austin,  
Texas.

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
1-20-85

Norma Taylor  
(Name - Typed or Printed)

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on January 6,  
1986 by Robert M. Tiemann, President of the Board of Directors  
of Northham Municipal Utility District No. 1, on behalf of said



STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on October 3,  
1983 by William T. Gunn, Venturer of said joint venture.

My Commission Expires:  
5-24-86

Carol Kay George Seale  
Notary Public, State of Texas

Carol Kay George Seale  
(Name - Typed or Printed)

**CARLSON, DIPPEL & MARX**  
SURVEYING COMPANY

FIELD NOTES

BEING ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND OUT OF AND A PART OF THE L.C. CUNNINGHAM SURVEY NO. 88 AND THE ALEXANDER WALTERS SURVEY NO. 67, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING THOSE SAME TRACTS AS LISTED BELOW:

|                                |                     |                    |
|--------------------------------|---------------------|--------------------|
| Arno Greinert                  | Vol. 137, Pg. 390   | 90.72 Ac.          |
| Lot 2, M. Smith Subd.          | Exhibit "A"         | 28.754 Ac.         |
| Gladys Pfulger                 | Exhibit "A"         | 69.659 Ac.         |
| Finley Co.                     | Exhibit "A"         | 119.196 Ac.        |
| Karin Ann Smith Vitols         | Vol. 5268, Pg. 979  | 33.97 Ac.          |
| Leon Pfluger, et. ux.          | Vol. 6822, Pg. 422  | 355.19 Ac.         |
| Glenn A. Higginson,<br>et. ux. | Vol. 7661, Pg. 416  | 63.97 Ac.          |
| Harvey H.H. Schoen             | Vol. 4392, Pg. 2324 | 58.67 Ac.          |
| Bruno E.E. Schoen              | Vol. 4392, Pg. 2324 | 58.67 Ac.          |
| C.A. Ranney, Trs. et. al.      | Vol. 3836, Pg. 201  | 306.35 Ac.         |
| Dome-One, Ltd.                 | Vol. 4229, Pg. 445  | <u>127.563 Ac.</u> |
| Combined Acreage               |                     | 1312.712 Acres     |

SAVE AND EXCEPT THAT CERTAIN 80.94 ACRES AS DESCRIBED IN EXHIBIT "B".

CLEAR ZONE OUT OF FINLEY CO. TRACT AND DOME-ONE, LTD. TRACT:  
78.856 Acres

ACREAGE OUT OF ARNO GREINERT TRACT: 2.084 Acres

TOTAL NET ACREAGE: 1231.772 Acres

2499 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-6290

EXHIBIT A-1

Anna Ramm, in this day, personally of person August Meissner & Hermann Ramm, known to me to be the persons who signed and subscribed to the foregoing instrument, and who witnessed the said August Meissner & Hermann Ramm, in the presence of the undersigned, and who are also known to me to be the persons who signed and subscribed to the foregoing instrument and having been examined by me privately and apart from her husband and having the same fully explained to her she the said Anna Ramm acknowledges such instrument to be in act and deed, and declares that she has willingly signed the same for the purposes aforesaid within the instrument and that she did not wish to retract it. Given under my hand and seal of office this 5 day of June A.D. 1896.

(Seal) C. H. Linnick, Notary Public  
Filed June 6, 1896, at No. 1171.  
Recorded June 10, 1896, at 162 1/2 1171.  
Tarrant County Texas

Anna Ramm ind. (to Deed) August Meissner  
The State of Texas }  
County of Tarrant }  
Know all men by these presents that August Meissner, late of the County of Tarrant State of Texas, died on the 22<sup>nd</sup> day of December A.D. 1885, leaving a written will, whereby he bequeathed to his wife Frieda Meissner one-half of all his real estate owned by him at his death, "to his two children Anna Meissner the August Meissner Jr. the other one-half of his real estate owned by him at his death, which will has been duly proved by the Probate Court of Tarrant County Texas, and duly recorded in the Minutes of said Court. And, whereas the said Anna Meissner has since entered into a community with Hermann Ramm and the said August Meissner Jr. has since married at legal age. And whereas it is desired by all parties to the said real estate, be divided and partitioned between them, so that each party shall own a specific portion, this therefore known all men by these presents, that our Frieda Meissner and Anna Ramm, joined by her husband Hermann Ramm in consideration of the sum of Five Dollars to us paid by the said August Meissner Jr. the receipt of which is hereby acknowledged, and for the purpose of a partition of the real estate owned by the said August Meissner deceased at his death, according to agreement made between us have granted, sold and conveyed and by these presents do grant sell and convey unto the said August Meissner Jr. all that certain tract of Twenty one Two Acres of land part of the 150 acre tract of land out of the Alexander Shattuck Survey in Tarrant County Texas devised by Amanda Cartwright to August Meissner, by deed

into May 6<sup>th</sup> 1855 and beginning at a stake in the Sandy Head and  
 S.W. corner of said 185 acre tract. Thence with its West line N. 29° 41'  
 E. crossing Harris Road, at 350.00, at 1110.00, to a stake and  
 N.W. corner of said 185 acre tract. Thence with its North line S. 61° 17'  
 E. at 175.00, to a stake in same for the N.E. corner of this tract, same  
 being the N.W. corner of a 90<sup>th</sup> 100 acre tract, this day conveyed to  
 Anna Pomeroy. Thence S. 30° 45' W. crossing Harris Road, at 127.00, to  
 a stake in the County road, the E. corner of this tract and the  
 S.W. corner of said Anna Pomeroy 90<sup>th</sup> 100 acre tract. Thence with  
 said County road N. 32° 16' E. at 355.00, to the N.E. corner of Sec. 16  
 T. 40. N. 60° 11' 15" W. to the place of beginning. According to survey  
 made by Jno. C. Hallen May 21<sup>st</sup> 1896, with an allowance of  
 9' 12" East for variation. Also an undivided one half (1/2) interest  
 in and to that certain tract of One hundred (100) acres of land more  
 or less, part of the J.C. Brewer Survey in Travis County, Texas, and  
 conveyed to August Wessinger by Henry C. Shell by two dates Feb'y  
 18<sup>th</sup> 1896, and recorded in Book No. 20 page 382 of the deed index  
 of Travis County Texas, to which reference is hereby made and the  
 same is made a part hereof for description of the same. To Have and  
 to hold the above described premises together with all the singular and  
 rights and appurtenances thereto in anywise belonging unto the said  
 August Wessinger Jr. his heirs as assigns forever. And as to hereby bind  
 his heirs, executors and administrators to warrant and forever  
 defend all and singular the said premises unto the said August  
 Wessinger Jr. his heirs as assigns against every person whomsoever  
 lawfully claiming the same or any part thereof. Witness our  
 hands this 3<sup>rd</sup> day of June A.D. 1896.

Witness: \_\_\_\_\_ Anna Pomeroy  
 L.B. Brown \_\_\_\_\_ Hermann Pomeroy  
 Chas. Hoff \_\_\_\_\_ Frederick Wessinger

The State of Texas )  
 County of Travis ) Before me, J.H. Smith, a Notary Public, in & for Travis Co.  
 Tex. on this day personally appeared Emma Pomeroy, Frederick Wessinger, known to me  
 to be the persons whose names are subscribed to the foregoing instrument, and acknowledged  
 to me that they executed the same for the purposes and consideration therein expressed, and also  
 Emma Pomeroy wife of Hermann Pomeroy known to me to be a person whose name  
 is subscribed to the foregoing instrument, and having been examined by me privately and apart  
 from her husband, and having the same fully explained to her she thereunto as a person of  
 sound mind and memory do hereby acknowledge that she has willingly and voluntarily  
 signed for the purposes and consideration therein expressed to that she do not wish to retract  
 at any time and in any way the said deed of gift and this day of June A.D. 1896.  
 Filed June 6, 1896 at 10 A.M. \_\_\_\_\_  
 Recorded June 10, 1896 at 10 A.M. \_\_\_\_\_

2E 754 Acres

## CARLSON, DIPPEL & MARX

SURVEYING COMPANY

Exhibit "A"

### FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ALEXANDER WALTERS SURVEY NO. 87, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF LOT 2 OF M. SMITH SUBDIVISION, A SUBDIVISION OF RECORD IN PLAT BOOK 73, PAGE 92 OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS, SAID TRACT BEING 28.754 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake in the northerly R.O.W. line of Dessau Road, being the southeasterly corner of Lot 2 of said M. Smith Subdivision, same being the southwesterly corner of Lot 1 of said subdivision, for the southwesterly corner of the herein described tract,

THENCE, along the westerly line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. N 27°43'30"E, 1181.25 feet,
2. N 62°14'30"W, 193.24 feet,
3. N 27°44'45"E, 2201.99 feet to an iron stake for the northwesterly corner of the herein described tract,

THENCE, along the northerly line of the herein described tract, S 62°17'15"E, 436.39 feet to an iron stake for the northeasterly corner of the herein described tract,

THENCE, along the easterly line of the herein described tract, S 27°44'30"W, 3392.39 feet to an iron stake in the said northerly R.O.W. line of Dessau Road, for the southeasterly corner of the herein described tract,

THENCE, along the said northerly R.O.W. line of Dessau Road, the following two (2) courses and distances, numbered 1 and 2,

1. N 62°17'30"W, 169.63 feet to an iron stake at the beginning of a curve,
2. With curve to the right, whose radius equals 297.09 feet, an arc distance of 74.74 feet, and whose chord bears N 55°02'W, 74.54 feet to the PLACE OF BEGINNING, containing 28.754 Acres of Land.

Prepared By: Carlson, Dippel & Marx Surveying Company  
2499 Capital of Texas Highway, Suite 105  
Austin, Texas 78746

/js  
Job No. 775  
September 30, 1983

2499 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-8290

69.659 Acres

## CARLSON, DIPPEL & MARX

SURVEYING COMPANY

Exhibit "A"

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ALEXANDER WALTERS SURVEY NO. 67, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT CONVEYED TO GLADYS PFULGER IN VOLUME 755, PAGE 595 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 70.00 ACRES OF RECORD MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point at the northwest corner of said Pfluger tract same being the southwest corner of a tract conveyed to Southwest Rathgeber Co. in Volume 7807, Page 50 of the Travis County, Texas Deed Records, for the northwest corner of the herein described tract,

THENCE, along the southerly line of of said Rathgeber tract, the following two (2) courses and distances, numbered 1 and 2,

1. S 60°55'E, 586.60 feet,
2. S 60°42'E, 680.38 feet to a point for the northeast corner of the herein described tract,

THENCE, S 29°09'W, 2394.02 feet to a point in the northerly line of a tract of land conveyed to C.A. Ranney, Trs. et. al. in Volume 3836, Page 201 of the Travis County, Texas Deed Records, for the southeast corner of the herein described tract,

THENCE, N 60°38'W, along the northerly line of said Ranney Tract, 1272.92 feet to a point at the northwest corner of said Ranney tract, for the southwest corner of the herein described tract,

THENCE, along the westerly line of the herein described tract, the following four (4) courses and distances, numbered 1 through 4,

1. N 29°30'E, 460.30 feet,
2. N 29°28'30"E, 639.00 feet,
3. N 29°05'45"E, 565.21 feet,
4. N 29°09'30"E, 725.81 feet to the PLACE OF BEGINNING, containing 69.659 Acres of Land.

Prepared By: Carlson, Dippel & Marx Surveying Company  
2499 Capital of Texas Highway, Suite 105  
Austin, Texas 78746

/js  
Job No. 775  
October 5, 1983

2499 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-8290

119.196 Acres

## CARLSON, DIPPEL & MARX

SURVEYING COMPANY  
FIELD NOTES

Exhibit "A"

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE L.C. CUNNINGHAM SURVEY NO. 68, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO FINLEY CO. IN VOLUME 3822, PAGE 1418 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 119.196 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the northerly line of Dessau Road at the southeast corner of said Finley tract for the southeast corner of the herein described tract,

THENCE, N 59°26'W, 1244.12 feet to a point at the southwest corner of said Finley tract, for the southwest corner of the herein described tract,

THENCE, N 30°00'E, 4166.26 feet to a point for the northwest corner of the herein described tract,

THENCE, S 59°50'E, 1245.88 feet to a point in the easterly line of said Finley tract, for the northeast corner of the herein described tract,

THENCE, along the easterly line of said Finley tract, the following five (5) courses and distances, numbered 1 through 5,

1. S 29°57'W, 1002.96 feet,

2. S 34°12'W, 19.41 feet,

3. S 30°04'W, 1822.26 feet,

4. S 29°42'W, 522.44 feet,

5. S 30°08'W, 807.92 feet to the PLACE OF BEGINNING, containing 119.196 Acres of Land.

Prepared By: Carlson, Dippel & Marx Surveying Company  
2499 Capital of Texas Highway, Suite 105  
Austin, Texas 78746

/js  
Job No. 775  
October 5, 1983

2499 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-8290

" Exhibit A

"KARIN ANN SMITH VITOLS -- 33.97 Acres.

THE STATE OF TEXAS I OCT-3-7583 7007 \* 450  
COUNTY OF TRAVIS I KNOW ALL MEN BY THESE PRESENTS:

2w  
\$50  
1-19-7847

THAT We, Ella Smith, individually and as independent executrix of the Estate of Flora May Smith, Deceased, Etta B. Smith, Embre W. Smith, Mayette Smith, all of Travis County, Texas, and Ruth Barron, of Jackson County, Texas, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid by the Grantees herein named, and for the purpose of partitioning the estate of Flora May Smith, Deceased, HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Karin Ann Smith Vitols of Lajolla, California, and Lavinia Smith Richards, of El Paso County, Texas, all of our undivided interest in and unto the following described property, to-wit:

33.97 acres of land out of the Alexander Walters Survey, No. 67, Travis County, Texas, being more particularly described by metes and bounds as set forth on Exhibit A which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD all of our undivided interests in and unto the above described premises, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto the said Grantees, their heirs or assigns forever. And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular our undivided interests in and unto the above described premises unto the said Grantees, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 15<sup>th</sup> day of September, 1975.

Ella Smith  
Ella Smith, individually and as independent executrix of the estate of Flora May Smith, Deceased.

Etta B. Smith  
Etta B. Smith

Embre W. Smith  
Embre W. Smith

Mayette Smith  
Mayette Smith

DEED RECORDS  
Travis County, Texas

5208 979

OK



Ruth Barron  
Ruth Barron

1-19-7848

THE STATE OF TEXAS I  
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Ella Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, both individually and as independent executrix of the estate of Flora May Smith, Deceased.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15<sup>th</sup> day of September, A. D. 1975.

NOTARY SEAL

Vernon M. Pfluger  
NOTARY PUBLIC IN AND FOR  
TRAVIS COUNTY, TEXAS

VERNON M. PFLUGER

THE STATE OF TEXAS I  
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Etta B. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15<sup>th</sup> day of September, A. D., 1975.

NOTARY SEAL

Vernon M. Pfluger  
NOTARY PUBLIC IN AND FOR  
TRAVIS COUNTY, TEXAS

VERNON M. PFLUGER

THE STATE OF TEXAS I  
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Embre W. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

5268 980

CLAUDE F. BUSH, JR.

REGISTERED PUBLIC SURVEYOR

2013 No. LAMAR

AUSTIN, TEXAS 78704

Phone 442-0000

September 4, 1975

1-19-7830

Tract 1

FIELD NOTES TO 33.97 ACRES OF LAND OUT OF THE ALEXANDER WALTERS SURVEY NO. 67, TRAVIS COUNTY, TEXAS, A PART OF THAT CERTAIN 203.0 ACRES OF LAND CONVEYED TO FLORA MAY SMITH BY DEED RECORDED IN VOLUME 2223, PAGE 141 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING at an iron stake found in the North line of a 50 foot road, currently known as Dessau Road, at the Southwest corner of that certain 203.0 acre tract conveyed to Flora May Smith by deed recorded in Volume 2223, Page 141 of the Deed Records of Travis County, Texas and the Southeast corner of a gravel lane, for the Southwest corner of the tract herein described;

THENCE with the West line of the said Smith 203 acre tract and the East line of the said gravel lane, as found fenced and used upon the ground, N 30 deg. 19' E 2852.33 ft. to an iron stake found at an inside corner of that certain 304.19 acre tract conveyed to C. A. Ranney, Trustee by deed recorded in Volume 3886, Page 201 of the Deed Records of Travis County, Texas, and the Northwest corner of the said Smith 203 acre tract, for the Northwest corner of this tract;

THENCE with the South line of the said Ranney 304.19 acre tract and the North line of the said Smith tract, as found fenced and used upon the ground, the following courses and distances: S 88 deg. 18' E 58.88 ft., S 59 deg. 47' E 301.24 ft. to a 60D nail set in a fence post, S 59 deg. 32' E 132.17 ft. to an iron stake set, for the Northeast corner of this tract;

THENCE S 30 deg. 19' W 3280.03 ft. to an iron stake set in the North line of the said Dessau Road and the South line of the said Smith 203 acre tract, for the Southeast corner of this tract;

THENCE with the North line of the said Dessau Road and the South line of the said Smith 203 acre tract, the following courses and distances: N 15 deg. 22' W 430.91 ft. to an iron stake found, N 22 deg. 55' W 60.24 ft. to an iron stake found, N 30 deg. 31' W 72.18 ft. to an iron stake found, and N 37 deg. 17' W 70.34 ft. to the Place of Beginning and containing 33.97 acres of land.

Surveyed: August, 1975

CLAUDE F. BUSH, JR. (R.P.S. #202

By

J. Lerby Bush

Reg. Public Surveyor #1828

EXHIBIT A

5268

982