

LEON PFLUGER, ET. UX. -- 355.19 Acres

NOTICE

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insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF TRAVIS

RE 22-7563- 9522 * 15.00

2-19-2646

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, HERMAN F. WATERS, JR., Individually and as Trustee, SAM
WATSON, GARY R. JONES, S. GARY ROBERTS, ROBERT L. ROCK, J. FRED
WATSON AND A. TROY TAYLOR

of the County of Travis and State of Texas for and in
consideration of the sum of -----
TEN AND NO/100----- (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
LEON PFLUGER and wife, GLADYS L. PFLUGER

of the County of Travis and State of Texas, all of
the following described real property in Travis County, Texas, to-wit:

See attached Exhibit "A" attached hereto and made a part
hereof for all purposes as if set forth verbatim herein,

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

DEED RECORDS
Travis County, Texas.

EXECUTED this 21 day of December, A.D. 1977

Herman F. Waters, Jr.
Gary R. Jones
S. Gary Roberts
Robert L. Rock
J. Fred Watson
A. Troy Taylor

Sam Watson
Gary R. Jones
S. Gary Roberts
Robert L. Rock
J. Fred Watson
A. Troy Taylor

6822 422

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TRAVIS

2-19-2647

Before me, the undersigned authority, on this day personally appeared

HERMAN F. WATERS, JR.

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

17th day of December, A.D. 1979

Notary Public in and for TRAVIS County, Texas.

My commission expires 19

DONALD L. LEWOLF
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared

GARY R. JONES, M.D.

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

21st day of December, A.D. 1979

Notary Public in and for Travis County, Texas.

My commission expires 4-28-1981

SALLY A. CATES-
(Printed or stamped name of notary)

NOTARY SEAL

WARRANTY DEED

Herman F. Waters, Jr., Individually and
as Trustee, Sam Fason, Gary R. Jones,
S. Gary Roberts, Robert L. Rock, J. Fred Watson
and A. Troy Taylor

TO

Leon Pfluger, et ux Gladys L.

PREPARED IN THE LAW OFFICE OF:

MANNING AND WOLF
300 North Main Street
Taylor, Texas, 76574

PLEASE RETURN TO:

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared,

of
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

12th day of December, A.D. 1979

Notary Public in and for County, Texas.

My commission expires 19

(Printed or stamped name of notary)

6822 423

(Acknowledgment)

THE STATE OF TEXAS §
COUNTY OF §

2-19-2648

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

Given under my hand and seal of office on this the 21st day of December, A.D. 19 79

Mary P. Bender
Notary Public in and for
County, Texas

My commission expires 1-12 19 80

Mary P. Bender
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared A. T. Taylor

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of December, A.D. 19 79

Louise Johnson
Notary Public in and for
County, Texas

My commission expires 11-30 19 80
LOUISE JOHNSON

Louise Johnson
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared J. Fred Watson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of December, A.D. 19 79

Louise Johnson
Notary Public in and for
County, Texas LOUISE JOHNSON

My commission expires 11-30 19 80

NOTARY SEAL

6822 424

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

2-19-2649

Before me, the undersigned authority, on this day personally appeared Robert A. Rock, M.D.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of December, A.D. 1979

Nancy Berry Bonner
Notary Public in and for Harris
County, Texas

My commission expires June 9 1981

NANCY BERRY BONNER
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared L. Gary Roberts

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28 day of December, A.D. 1979

Nancy Berry Bonner
Notary Public in and for
County, Texas

My commission expires June 9 1979

NANCY BERRY BONNER
(Printed or stamped name of notary)

NOTARY SEAL

6822 425

(Acknowledgment)

THE STATE OF TEXAS §
COUNTY OF §

2-19-2650

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day
of A.D. 19

Notary Public in and for
County, Texas

My commission expires 19

(Printed or stamped name of notary)

6822 426

EXHIBIT "A"

2-19-2651

All of that certain tract or parcel of land out of the Cunningham Survey No. 63, and the Alexander Walters Survey No. 67, in Travis County, Texas, and being a portion of that certain 148.50 acre tract of land, as conveyed to Gladys Pfluger by deed recorded in Volume 3779, page 2265 of the Deed Records of Travis County, Texas, and all of that certain 205.00 acre tract of land, as conveyed to Gladys Pfluger by deed recorded in Volume 2415, page 61, Deed Records of Travis County, Texas, said tract of land being more particularly described by mates and bounds as follows:

BEGINNING at an iron stake found at the southwest corner of the said 148.50 acre tract of land, being the southeast corner of that certain 243.00 acre tract of land, as conveyed to Elmer Israel, by deed recorded in Vol. 986, page 159, Deed Records of Travis County, Texas, being in the north r.o.w. line of West Dessau Road, for the southwest corner hereof;

THENCE with the west line of the said 148.50 acre tract of land, being the east line of the said Israel 243.00 acre tract, as found fenced and used upon the ground the following courses:

N 30° 00' E for a distance of 807.92 feet to an iron stake found;
 N 29° 34' E for a distance of 522.44 feet to an iron stake found;
 N 29° 56' E for a distance of 1822.26 feet to an iron stake found;
 N 34° 04' E for a distance of 19.41 feet to an iron stake found;
 N 29° 49' E for a distance of 1002.96 feet to an iron stake found at the northwest corner of the said 148.50 acre tract of land, being an inside corner of the said 243.00 Israel tract, for a westerly northwest corner hereof;

THENCE with the north line of the said 148.50 acre tract of land, S 60° 43' E for a distance of 71.54 feet to an iron stake found at a corner of the said 243.00 Israel tract, being the southwest corner of that certain 200.00 acre tract of land as conveyed to Richard Weber, by deed recorded in Vol. 722, page 595, of the Deed Records of Travis County, Texas;

THENCE continuing with the north line of the said 148.50 acre tract, being the south line of the said 200.00 Weber tract, S 59° 28' E for a distance 1468.40 feet to an iron stake set at a fence corner, being the northeast corner of the said 148.50 acre tract of land, being the southeast corner of the said 200.00 Weber tract, and being in the west line of the said 205.00 acre tract of land as conveyed to Gladys Pfluger by deed recorded in Vol. 2415, page 61, Deed Records of Travis County, Texas, for an inside corner hereof;

THENCE with the westerly line of the said 205.00 acre Pfluger tract, being the east line of the said 200.00 Weber tract, as found fenced and used upon the ground the following courses:

N 30° 08' E for a distance of 1331.61 feet to an iron stake set;
 N 30° 03' E for a distance of 1454.01 feet to an iron stake found at the northwest corner of the said 205.00 Pfluger tract, being the southwest corner of that certain 320.74 acre tract of land, as conveyed to Ruth Weber, by deed recorded in Vol. 267, page 78, of the Deed Records of Travis County, Texas, for the northwest corner hereof;

EXCERPTS FROM ABOVE
 ALL 24 PAGES OF THE TEXT ON THIS PAGE
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6822 427

2-19-2652

THENCE with the north line of the said 205.00 acre Pfluger tract, being the south line of the said 320.74 acre Weber tract, as found fenced and used upon the ground the following courses:

S 59° 48' E for a distance of 799.30 feet to an iron stake found;
S 60° 04' E for a distance of 663.42 feet to an iron stake found;
S 60° 03' E for a distance of 855.21 feet to an iron stake found at the southeast corner of the said 320.74 acre Weber tract, being the northeast corner of the said 205.00 acre Pfluger tract, being in the west line of that certain 34.70 acre tract of land as conveyed to Gladys Pfluger by deed recorded in Vol. 755, page 595, Deed Records of Travis County, Texas, for the northeast corner hereof;

THENCE with the east line of the said 205.00 acre Pfluger tract, being the west line of the said 34.70 acre Pfluger tract, S 30° 00' W for a distance of 460.30 feet to an iron stake found at the southwest corner of the said 34.70 acre Pfluger tract, being the northwest corner of that certain 304.06 acre tract of land as conveyed to J.S. Koenig, by deed recorded in Vol. 1059, page 130, Deed Records of Travis County, Texas;

THENCE continuing with the east line of the said 205.00 acre Pfluger tract, being the west line of the said 304.06 acre Koenig tract, as found fenced and used upon the ground, the following courses:

S 30° 20' W for a distance of 1451.34 feet to an iron stake found;
S 30° 07' W for a distance of 1101.74 feet to an iron stake found;
S 30° 07' W for a distance of 887.56 feet to an iron stake found at the southeast corner of the said 205.00 acre Pfluger tract, being the northeast corner of that certain 181.29 acre tract of land as conveyed to J.J. and Annie Grainert by deed recorded in Vol. 858, page 557, Deed Records of Travis County, Texas, for the most easterly southeast corner hereof;

THENCE with the southerly line of the said 205.00 acre Pfluger tract, being the northerly line of the said 181.29 acre Grainert tract, N 60° 05' W for a distance of 1770.45 feet to an iron stake set and N 60° 20' W for a distance of 537.34 feet to an iron stake set at a fence corner being the southwest corner of the said 205.00 acre Pfluger tract, being the northwest corner of the said 181.29 acre Grainert tract, being in the east line of the said 148.50 acre Pfluger tract, for an inside corner hereof;

THENCE with the easterly line of the said 148.50 acre Pfluger tract, being a westerly line of the said Grainert tract, as found fenced and used upon the ground, S 30° 07' W for a distance of 1182.60 feet to an iron stake set and S 30° 00' W for a distance of 1365.24 feet to an iron stake found at the southeast corner of the said 148.50 acre Pfluger tract, being the southwest corner of the said 181.29 acre Grainert tract, being in the north r.o.w. line of West Dessau Road, for the southeast corner hereof;

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6822 428

2-19-2653

THENCE with the north line of the said West Dessau Road, N 60° 16' W for a distance of 49.61 feet to an iron stake set at a fence corner being the southeast corner of Lot 1 of Cactus Hill, a subdivision in Travis County, Texas, as recorded in Plat Book 28, page 15, of the Plat Records of Travis County, Texas, for a corner hereof;

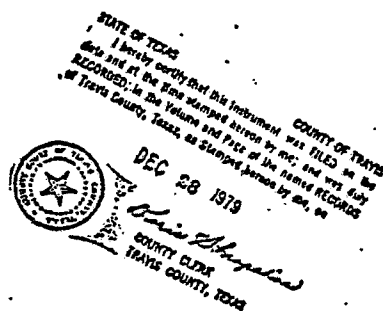
THENCE N 29° 59' E for a distance of 200.00 feet to an iron stake found at the northeast corner of the said Cactus Hill for an inside corner hereof;

THENCE N 59° 30' W for a distance of 217.67 feet to an iron stake found at the northwest corner of the said Cactus Hill for an inside corner hereof;

THENCE S 29° 59' W for a distance of 200.27 feet to an iron stake found at the southwest corner of the said Cactus Hill, being in the north r.o.w. line of West Dessau Road, for a corner hereof;

THENCE with the north r.o.w. line of the said West Dessau Road, N 59° 40' W for a distance of 1275.96 feet to the PLACE OF BEGINNING and containing 355.19 acres of land, more or less.

RECORDING SURVEILLANCE
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FILED

Dec 28 3 58 PM '79

David H. [Signature]

6822 429

GLENN A. HIGGINSON, ET. UX. -- 63.97 Acres

FIELD NOTES
FOR
JOHN LOPEZ

TRACT 1 - 63.97 ACRES

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE ALEXANDER WALTERS SURVEY NO. 67 IN TRAVIS COUNTY, TEXAS, BEING THAT SAME 63.97 ACRE TRACT OF LAND AS CONVEYED TO J. BYRON SMITH, ET. AL. BY DEED RECORDED IN VOLUME 5528, PAGE 329 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake found at the Southeast corner of the said 63.97 acre Smith Tract, being in the West r.o.w. line of M.K. & T. Railroad, for the Southeast corner hereof;

THENCE with the Southerly line of the said 63.97 acre Smith Tract, as found fenced and used upon the ground, the following courses:

N 60° 01' W for a distance of 462.42 feet

N 60° 02' W for a distance of 400.06 feet

N 59° 44' W for a distance of 400.03 feet

N 59° 49' W for a distance of 247.61 feet

N 59° 23' W for a distance of 325.47 feet to an iron pipe found at the Southwest corner of the said 63.97 acre Smith Tract for the Southwest corner hereof;

THENCE with the Westerly line of the said 63.97 acre Smith Tract, as found fenced and used upon the ground, N 29° 00' E for a distance of 49.44 feet to an iron stake found and N 30° 33' E for a distance of 1156.18 feet to an iron stake set at a fence corner, being the Northwest corner of the said 63.97 acre Smith Tract, as found fenced and used upon the ground for the Northwest corner hereof;

THENCE with the Northerly line of the said 63.97 acre Smith Tract, as found fenced and used upon the ground, the following courses:

S 59° 53' E for a distance of 667.55 feet

S 59° 41' E for a distance of 950.03 feet

S 59° 46' E for a distance of 749.91 feet to an iron pipe found at the Northeast corner of the said 63.97 acre Smith Tract, being the West r.o.w. line of the said M.K. & T. Railroad for the Northeast corner hereof;

THENCE with the West r.o.w. line of the said Railroad, being the East line of the said 63.97 acre Smith Tract, S 29° 11' N for a distance of 1197.50 feet to the PLACE OF BEGINNING and containing 63.97 acres of land, more or less.

AS SURVEYED BY :

W. HARVEY SMITH
REGISTERED PUBLIC SURVEYOR NO. 720
December 9, 1931



ORIGINAL DIM

Exhibit "A" 7661 420

HARVEY H.H. SCHOEN -- 58.67 Acres

STATE OF TEXAS
COUNTY OF TRAVIS

AS-9-25- 1891 * 250

63-8638

KNOW ALL MEN BY THESE PRESENTS:

This instrument of writing is made between BRUNO ERIC EUGENE SCHOEN of Travis County, Texas, and HARVEY HEROLD HENRY SCHOEN of Reeves County, Texas, who have and hold in common 117.12 acres of land situated upon the Alexander Walter Survey in Travis County, Texas, described in a deed from Caroline Wieland, Executrix to Bruno Herold and wife, Johanna Herold, dated April 20, 1912, and recorded in Vol. 251, Page 298, Deed Records of Travis County, Texas, and they are desirous of making a partition of the same, it is hereby COVENANTED, GRANTED, CONCLUDED AND AGREED by and between the two above parties, and each of them COVENANTS, GRANTS, CONCLUDES AND AGREES for himself, his heirs and assigns, that a partition of said land be made as follows:

FIRST. The said HARVEY HEROLD HENRY SCHOEN shall from henceforth have, hold, possess and enjoy, in severalty by himself and to him and his heirs and assigns for his part, share, interest and proportion of the said land and premises, the North one-half (1/2) of said tract of land described as follows, to-wit:

Beginning at a steel stake at the base of the N. W. fence corner post of said Herold Tract; the N. E. corner hereof.

Thence along the north fence of said Herold tract, S. 59° 52' E. 2259.5 feet to a steel stake at the base of the N. E. corner fence post of same; the N. E. corner hereof.

Thence with the east fence of said Herold tract, S. 29° 08' W. 1119.5 feet to a steel stake for the S. E. corner hereof.

Thence N. 59° 52' W. 2285.7 feet to a steel stake in the west line of said Herold tract; the S. W. corner hereof.

Thence N. 30° 28' E. 1119.5 feet to the place of beginning and containing 58.67 acres of land.

BRUNO ERIC EUGENE SCHOEN does hereby GRANT, RELEASE AND CONFIRM unto the said HARVEY HEROLD HENRY SCHOEN the premises above described, to have and to hold the above described premises with all and singular the rights, hereditaments and appurtenances thereto in anywise belonging unto the said HARVEY HEROLD HENRY SCHOEN, his heirs and assigns, forever.

DEED RECORDS
Travis County, Texas

1392 2324

SECOND. The said BRUNO ERIC EUGENE SCHOEN shall from 63-8639
henceforth have, hold, possess and enjoy in severalty by himself
and to him and his heirs and assigns for his part, share, interest
and proportion of the said lands and premises all of the South one-
half (1/2) of said tract of land described as follows, to-wit:

Beginning at a steel stake at the S. E. corner of said
Herold tract; the S. E. corner hereof.

Thence along the south fence of said Herold tract, N. 59°
52' W. 2311.5 feet to a steel stake at the base of the
S. W. fence corner post same; the S. W. corner hereof.

Thence with the west fence of said Herold tract, N. 30°
28' E. 1117.5 feet to a steel stake for the N. W. corner
hereof.

Thence S. 59° 52' E. 2285.7 feet to a steel stake in the
east fence of said Herold tract.

Thence S. 29° 08' W. 1117.5 feet to the place of beginning
and containing 58.67 acres of land.

HARVEY HEROLD HENRY SCHOEN does hereby grant, release and
confirm unto the said BRUNO ERIC EUGENE SCHOEN the premises above
described, to have and to hold the above described premises with
all and singular the rights, hereditaments and appurtenances thereto
in anywise belonging unto the said BRUNO ERIC EUGENE SCHOEN, his
heirs and assigns, forever.

Each of the parties herein hereby conveys and grants to
the other party an easement of thirty (30) feet across his particular
tract of land described herein, for egress and ingress, so long as
his tract of land is owned by him or his heirs.

WITNESS our hands this 7th day of August, 1972.

Harvey Herold Henry Schoen
HARVEY HEROLD HENRY SCHOEN
Bruno Eric Eugene Schoen
BRUNO ERIC EUGENE SCHOEN

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally
appeared HARVEY HEROLD HENRY SCHOEN and BRUNO ERIC EUGENE SCHOEN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of
August, 1972.

NOTARY SEAL

James O. Kerlan
Notary Public in and for
Travis County, Texas

63-8640

FILED

AUG 9 3 46 PM '72

David Shapell
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as stamped hereon by me, on

AUG 9 1972



David Shapell
COUNTY CLERK
TRAVIS COUNTY, TEXAS

4392 2326

03-0038

C.A. RANNEY, TRS., ET. AL. -- 306.35 Acres

THE STATE OF TEXAS I.D. 23-7025- 4131 * 3.50
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JOE D. PEAK, J. BYRON SMITH, RICHARD H. CLDFATHER, ALBERT JOHNSON, THOMAS W. ROMAN, JAMES E. WINGO, and ROBERT O. SMITH, of Travis County, Texas, herein called "Grantors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid by C. A. RANNEY, TRUSTEE, of Travis County, Texas, hereinafter called "Grantee", the receipt of which is hereby acknowledged and confessed; and for the further consideration of the execution and delivery to Grantors of one certain promissory note of even date herewith in the principal amount of ONE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$184,750.00) with interest thereon from date until paid at the rate of SEVEN AND ONE-HALF PERCENT (7 $\frac{1}{2}$ %) per annum, said note being payable as follows: The principal of this note shall be due and payable in 10 annual installments of EIGHTEEN THOUSAND FOUR HUNDRED SEVENTY-FIVE & NO/100THS DOLLARS (\$18,475.00), or more, each plus interest, said installments being due on the 3rd day of April, of each calendar year, beginning April 3, 1971, and continuing regularly and annually thereafter until said principal sum has been duly paid, interest, computed on the unpaid principal balance hereof, shall be due and payable annually as it accrues, on the same dates as, but in addition to said installment of principal, and said note containing the usual ten percent (10%) attorney's fee clause if placed in the hands of an attorney for collection, or if collected through legal proceedings; and said note being executed by Grantee herein;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto the said Grantee the following described real property situated in Travis County, Texas, to-wit:

306.35 acres of land more or less out of the Alexander Walters Survey in Travis County, Texas, and being the same property described in a deed from A. G. Adams et al to Joe D. Peak, recorded in Vol. 2979, Page 1567 of the Deed-Records of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns, forever.

DEED RECORDS
Travis County, Texas

3836 201

W.HOLE
A. B. B.

Said Grantors do hereby bind themselves, their heirs and assigns, to
WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said
Grantee, his heirs and assigns, against every person whomsoever lawfully claiming,
or to claim the same, or any part thereof; except, however, this conveyance is
made and received subject to all valid and properly recorded restrictions, covenants
and easements affecting said property, and taxes for the current year.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the vendor's lien and
superior title are reserved and retained against the above described property,
together with the improvements thereon, until the above described note, and all
interest thereon, is fully paid according to its face, tenor, effect and reading,
when this deed is to become absolute.

EXECUTED this 6th day of APRIL, A. D., 1970.

Byron Smith
Byron Smith
Richard M. Oldfather
Richard M. Oldfather
Thomas W. Rowan
Thomas W. Rowan

Joe D. Peak
Joe D. Peak
Albert Johnson
Albert Johnson
James E. Wingo
James E. Wingo
Robert O. Smith
Robert O. Smith

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

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

GIVEN under my hand and seal of office this the 10th day of APRIL,
A. D., 1970.

NOTARY SEAL

Notary Public in and for Travis County, Texas
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority on this day personally appeared
Robert O. Smith, known to me to be the person whose name is subscribed to the fore-
going instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed.

GIVEN under my hand and seal of office this the 10th day of APRIL,
A. D., 1970.

NOTARY SEAL

Notary Public in and for Travis County, Texas
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
COUNTY OF I

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

GIVEN under my hand and seal of office this the 10th day of APRIL, A. D., 1970.

NOTARY SEAL

Hortense E. Hill
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
COUNTY OF I

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

GIVEN under my hand and seal of office this the 10th day of APRIL, A. D., 1970.

NOTARY SEAL

Hortense E. Hill
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS I
COUNTY OF I

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

GIVEN under my hand and seal of office this the 6 day of APRIL, A. D., 1970.

NOTARY SEAL

Leslie F. Coward
Notary Public in and for Bell County, Texas

THE STATE OF TEXAS I
COUNTY OF I

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

GIVEN under my hand and seal of office this the 6 day of APRIL, A. D., 1970.

NOTARY SEAL

Leslie F. Coward
Notary Public in and for Bell County, Texas

THE STATE OF TEXAS I
COUNTY OF Bell I

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

GIVEN under my hand and seal of office this the 8 day of APRIL, A.D., 1970.

NOTARY SEAL

Rita L. Hines
Notary Public in and for Bell County, Texas

3836 203

27-7491

APR 23 4:14 PM '70
APR 23 4 14 PM '70

Emilia Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

APR 23 1970



Emilia Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

3836 204

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20027

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OSCAR J. HUEBETTER
MRS. JODIE S. HUEBETTER

THE STATE OF TEXAS,
COUNTY OF TRAVIS.

Before me, the undersigned authority, on this day personally appeared Oscar J. Hueb-
better, known to me to be the person whose name is subscribed to the foregoing instru-
ment, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed. And also on this day before me personally appeared Mrs. Jodie S.
Huebetter, wife of Oscar J. Huebetter, known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her
said husband, and having the same fully explained to her, she, the said Mrs. Jodie S.
Huebetter, acknowledged such instrument to be her act and deed, and she declared that
she had willingly signed the same for the purposes and consideration therein expressed,
and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, A.D., 1946.

ANNA I. SANDBO
Notary Public in and for Travis County,
Texas.

(Notary Seal)

Filed for record May 24, 1946, 9:30 A.M. ----- Recorded May 24, 1946, 10:15 A.M.

THE STATE OF TEXAS,
COUNTY OF TRAVIS.

KNOW ALL MEN BY THESE PRESENTS:

That we, Woodrow W. Patterson, individually and as independent executor of the
Estate of Nye Patterson, Deceased, J. W. Patterson, Jr., of Travis County, Texas, Irene
Patterson Stamper, a widow, of Tarrant County, Texas, Wyatt Nicholas Patterson and Niram
F. Patterson, of Bowie County, Texas, whose homesteads are located on property other
than that herein being conveyed and which said homesteads do not consist of any part of
any of the property herein described and conveyed. In consideration of \$10.00 cash and
other good and valuable considerations to us in hand paid by A. B. Wusterhausen and
wife, Gertrude Wusterhausen, of Travis County, Texas, receipt of which is hereby acknow-
ledged, and for which no lien, expressed or implied, is retained or shall exist, and
the further consideration of one vendor's lien promissory note in the principal sum of
\$15,000.00 of even date herewith executed by A. B. Wusterhausen and wife, Gertrude Wuster-
hausen, of Travis County, Texas, and payable to Woodrow W. Patterson, of Austin, Texas,
or order, bearing interest from date until paid at the rate of five (5%) per annum, pay-
able in annual installments of \$1,000.00 or more on principal plus interest, the first
of said installments to be due on May 22, 1947, and a like installment each year there-
after until paid in full; to secure the full payment of said note, principal, interest,
and attorney's fees, a vendor's lien is hereby reserved and retained on the hereinafter
described property, have SOLD, GRANTED, and CONVEYED, and by these presents do SELL,
GRANT, AND CONVEY unto A. B. Wusterhausen and wife, Gertrude Wusterhausen, all those
certain lots, tracts or parcels of land out of the Alexander Walters Survey in Travis
County, Texas, and more particularly described as follows:

First Tract: 133.8 acres of land described by notes and bounds as follows:

Beginning at the southwest corner of a 30 acre tract sold by Thos. L. Rice to
Martin Adams by deed dated July 19, 1939, recorded in the land records of Travis County.

791

Texas, Book 70, page 58; Thence North 30° East with the West line of said 30 acre tract 1230 varas to corner; Thence North 60° West 600.53 varas to C. Mehrling's corner;

Thence South 30° East 1230 varas to corner on Smith's North line; Thence South 60° East 600.53 varas to the place of beginning, containing 120.8 acres of land, and being the same tract of land described in deed from Thos. E. Rowe to Albert Wieland, dated July 19, 1886, recorded in the Deed Records of Travis County, Texas, Book 70, Page 59, to which reference is hereby made for further description.

Second Tract: 79.43 acres described by notes and bounds as follows:

Beginning at a cedar post for the southwest corner of the tract of land conveyed by Thos. E. Rowe to Albert Wieland by the above mentioned deed of July 19, 1886, recorded in the Deed Records of Travis County, Texas, Book 70, Page 59; Thence North $29^{\circ} 30'$ East along fence 369 varas to a cedar post for corner of this tract; Thence North 39° West 97 varas to cedar post for corner; Thence North 15° East 75 varas to cedar post for corner; Thence North 40° West 259 varas to a cedar post for corner; the same being the northwest corner of this tract; Thence South 30° West along fence on the West line of the original tract 1635.4 varas to stake for the southwest corner of this tract; Thence South $61^{\circ} 30'$ East 367 varas to cedar post for the east Southern Southeast corner of this tract; Thence North $29^{\circ} 45'$ East along fence 1048.4 varas to a cedar post for the Northwest corner of the R. L. Smith tract; Thence South $61^{\circ} 30'$ East 123 varas to the place of beginning, containing 79.43 acres of land, and being the same tract of land described in deed from Christian Mehrling and wife, Emma Mehrling to August Wieland, dated December 29, 1920, recorded in the Deed Records of Travis County, Texas, Book 325, Page 637, to which reference is hereby made for further description.

Third Tract: 94.62 acres of land described by notes and bounds as follows:

Beginning at the Northwest corner of a tract of land conveyed by Thos. E. Rowe to Albert Wieland by deed dated July 19, 1886, recorded in the Deed Records of Travis County, Texas, Book 70, page 58; Thence South 30° West with the West line of said Albert Wieland tract 356.2 varas to a stake for corner; Thence North 39° West with fence 115 varas to stake for corner; Thence North 17° East with fence 75 varas to corner; Thence North 32° West with fence 267.2 varas to stake for corner; Thence North 30° East with fence at 548.5 varas pass old rock mound, the Northwest corner of a 49.13 acre tract at 912.5 varas to an iron stake and rock mound under fence for the Northwest corner of this tract; Thence South 60° East at 458.5 varas pass an iron stake in rock mound under fence, the Northeast corner of a 21.44 acre tract at 971.7 varas to an iron stake under fence for the Northeast corner of this tract from which corner of fence bears North $30^{\circ} 1/4^{\circ}$ East 5.5 varas; Thence South $30^{\circ} 1/4^{\circ}$ West with West line of the Fritz Mehrling tract and fence 252-1/4 varas to corner of fence on North line of said Albert Wieland tract; Thence North $60^{\circ} 40'$ West with the North line of same at 509.6 varas pass corner of fence, the Southwest corner of a 21.44 acre tract and Southwest corner of the above mentioned 21.44 acre tract, 594.8 varas to the place of beginning, and being the same tract of land described in deed from Farmers State Bank offlugerville, Texas, to August Wieland dated December 1, 1925, recorded in the Deed Records of Travis County, Texas, Book 429, Page 141, to which reference is hereby made for further description.

Fourth Tract: 1-1/2 acres described by notes and bounds as follows: Beginning at the Southwest corner of the 120.8 acre tract set apart to Christian Mehrling in

791

5000

580

partition decree in Suit No. 11,466 District Court, Travis County, Texas, said corner being the Southwest corner of the Embury Smith tract; Thence North 29° 50' East 333.74 varas to Embury Smiths Northwest corner; Thence South 60-1/4° East 120 varas to Albert Wieland's Southwest corner on Embury Smiths Northeast line, same being the Southwest corner of the 132.23 acre tract set apart to Christian Nehring in the above mentioned partition suit; Thence North 30° East 127.2 varas to stake; Thence North 60-1/4° West 7.2 varas to stake; Thence South 29° 50' East 120.7 varas to stake on the Southwest line of said 132.23 acre tract; Thence South 60° East 7.2 varas to the place of beginning, containing 1-1/2 acres of land, and being the same tract of land described in deed from Christian Nehring and wife Emma Nehring to Albert Wieland, dated February 13, 1914, recorded in the Deed Records of Travis County, Texas, Book 264, Page 453, to which reference is hereby made for further description. All of the above four tracts of land being the same property described in deed of Mrs. Minnie Wieland, et al to Nye Patterson, dated April 3, 1941, recorded in Volume 663, Page 332, Deed Records, Travis County, Texas.

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

Grantees assume payment of taxes for the year 1946 and agree to pay all taxes each year upon the above described property and premises before any interest or penalty accrues thereon and to keep the improvements on the above described property and premises insured against loss by fire and extended coverage policy in at least the sum of \$5000.00, in a company or companies acceptable to the holder of the above mentioned note until said note and all renewals thereof are paid in full, and failure of grantees, their heirs, assigns, or legal representatives, to pay taxes and keep the improvements insured as provided above, or to do either or both of said things, shall authorize the holder of said note to pay taxes and keep the improvements insured and to pay insurance premiums, and all sums of money expended by the holder of said note in the payment of taxes and insurance shall be a charge and debt against the grantees herein and the above described property and shall bear interest from date same is expended until paid at the rate of 6% per annum, and be secured by the lien reserved above and be subject to the 10% attorney's fee clause in the above mentioned note and failure of the grantees herein, their heirs, assigns, or legal representatives, to pay taxes or keep the improvements insured as provided above shall authorize the holder of said note to declare the whole of the same due and payable and to immediately institute suit for foreclosure and collection.

And we, J. M. Patterson, Jr., Irene Patterson Stamper, Walt Nicholas Patterson and Miriam F. Patterson, for value received from Woodrow Z. Patterson, of Austin, Texas, who has this day advanced to us the face value of the above note, hereby assign and transfer unto Woodrow Z. Patterson the vendor's lien reserved above to secure the payment of the above mentioned note, and all other rights, titles, liens, and equities, securing the payment of said vendor's lien note; and we hereby grant and convey unto Woodrow Z. Patterson, the legal and superior title remaining in us as vendors.

DOME-ONE, LTD. 127.563 Acres

THE STATE OF TEXAS, 12-27-72, 3009 * 530
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS:

52-
52-5079

That we, Clarence A. Wieland, Individually and as Independent Executor of the Estate of Emma Wieland, Deceased, Alma W. Taylor, Meta W. Oertli Priem and Olga W. Smith, all of Travis County, Texas, and Clara W. Cobb of Live Oak County, Texas, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to us cash in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and the further consideration of the sum of \$205,000.00, secured to be paid and evidenced by one promissory vendor's lien note, of even date herewith executed by the Grantees herein, payable to the order of grantors herein, in annual installments of \$20,000.00 or more, plus prepaid interest added at the rate of six per-cent (6%) on the balance then remaining for a period of one year from date of said payment. The first said annual payment being due and payable one year from date, or on December 23, 1972, and a like installment on the 23rd day of December of each succeeding year thereafter until said note, both principal and interest, shall have been fully paid off and satisfied. No prepayment of principal shall be made on said note during the first year.

Have granted, sold and conveyed and by these presents do grant, sell and convey unto Dome - One, Ltd., Partnership, of Travis County, Texas, Carl A. Ranney and/or William A. Pittenger, General Partners, the following described real property, together with all improvements thereon, situated in Travis County, Texas, and being more particularly described as follows, to-wit:

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE L. C. CUNNINGHAM SURVEY #63, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 129.50 ACRE TRACT OF LAND AS CONVEYED TO A. WIELAND, BY DEED RECORDED IN VOLUME 366, PAGE 163, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake found in the East line of the said Wieland tract, being in the North line of Dessau Road for the Southeast corner hereof

DEED RECORDS
Travis County, Texas

1229 115

52-5060
THENCE with the North line of Lessau Road, N 60° 02' W for a distance of 1336.31 feet to an iron stake set in the West line of the said Wieland tract for the Southwest corner hereof;

THENCE with the West line of the said Wieland tract, the following courses:

N 30° 07' E for a distance of 168.48 feet to an iron stake

N 29° 32' E for a distance of 853.10 feet to an iron stake

N 29° 34' E for a distance of 221.20 feet to an iron stake

N 29° 33' E for a distance of 694.42 feet to an iron stake

N 29° 26' E for a distance of 515.57 feet to an iron stake

N 29° 28' E for a distance of 429.14 feet to an iron stake

N 29° 37' E for a distance of 418.90 feet to an iron stake

N 29° 35' E for a distance of 339.13 feet to an iron stake

N 29° 09' E for a distance of 517.81 feet to an iron stake found at the Northwest corner of the said Wieland tract for the Northwest corner hereof;

THENCE with the North line of the said Wieland tract, the following courses:

S 60° 11' E for a distance of 473.08 feet to an iron stake

S 60° 27' E for a distance of 318.72 feet to an iron stake

S 60° 30' E for a distance of 146.85 feet to an iron stake

S 60° 18' E for a distance of 396.18 feet to an iron stake found at the Northeast corner of the said Wieland tract for the Northeast corner hereof;

THENCE with the East line of the said Wieland tract, the following courses:

S 29° 25' W for a distance of 828.64 feet to an iron stake

S 29° 20' W for a distance of 1086.11 feet to an iron stake

S 30° 02' W for a distance of 169.60 feet to an iron stake

S 29° 33' W for a distance of 1436.19 feet to an iron stake

S 29° 32' W for a distance of 647.10 feet to an iron stake and Place of Beginning and containing 127.563 acres of land, more or less.

52-5081

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said grantees, their heirs or assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the said premises unto the said grantees herein, their heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien, as well as the superior title in and to the above described premises, is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to the face and tenor, effect and reading thereof when this deed shall become absolute. And said note acknowledging the vendor's lien herein retained to secure the payment thereof, and being additionally secured by deed of trust of even date herewith executed by grantees herein conveying the hereinbefore described property to C. Leroy Shuberg, trustee, the giving of said deed of trust being a part of the consideration for this conveyance.

This conveyance is made, however, subject to the right of way easement for electrical lines, telephone lines and telegraph lines, held by city of Austin, by instrument dated July 3, 1940, of record in Vol. 655, Page 357 of the Deed Records of Travis County, Texas.

Dated this 23rd day of December, A. D. 1971.

Alma W. Taylor
Alma W. Taylor
Olga W. Smith
Olga W. Smith

Meta W. Oertli Priem
Meta W. Oertli Priem
Clara W. Cobb
Clara W. Cobb

Clarence A. Wieland
Clarence A. Wieland, individually and
as Independent Executor of the Estate
of Emma Wieland, deceased.

1229 147

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

52-5082

BEFORE ME, the undersigned authority, a Notary Public in and for Travis County, Texas, on this day personally appeared Alma W. Taylor, 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, this 23 day of December, A. D. 1971.

NOTARY SEAL

Wendell O'Brien
Notary Public in and for Travis County, T e x a s

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public in and for Travis County, Texas, on this day personally appeared Meta W. Oertli Priem, 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, this 23 day of December, A. D. 1971.

NOTARY SEAL

Wendell O'Brien
Notary Public in and for Travis County, T e x a s

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public in and for Travis County, Texas, on this day personally appeared Olga W. 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.

4229 115

Given under my hand and seal of office, this 23 52-5083
day of December, A. D. 1971.

NOTARY SEAL

Terrell O'Brien
Notary Public in and for Travis County, T e x a s.

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public
in and for Travis County, Texas, on this day personally appeared
Clara W. Cobb, known to me to be the person whose name is sub-
scribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration there-
in expressed.

Given under my hand and seal of office, this 23
day of December, A. D. 1971.

NOTARY SEAL

Terrell O'Brien
Notary Public in and for Travis County, T e x a s.

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, a Notary Public
in and for Travis County, Texas, on this day personally appeared
Clarence A. Wieland, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration
therein expressed, and in the capacities therein stated.

Given under my hand and seal of office, this 27
day of December, A. D. 1971.

NOTARY SEAL

Terrell O'Brien
Notary Public in and for Travis County, T e x a s.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the place stated herein by me, and was duly
RECORDED in the volume and Page of the county CLERK
of Travis County, Texas, as stated herein by me, as

DEC 27 1971

FILED

Dec 27 4 41 PM '71

Terrell O'Brien
Notary Public in and for Travis County, Texas



Terrell O'Brien
COUNTY CLERK
TRAVIS COUNTY, TEXAS

1229 149

78.856 Acres

CARLSON, DIPPEL & MARX

SURVEYING COMPANY

Exhibit "B"

FIELD NOTES

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 OUT OF AND A PART OF THAT CERTAIN TRACT CONVEYED TO DOME-ONE, LTD. IN VOLUME 4229, PAGE 445 AND THAT CERTAIN TRACT CONVEYED TO FINLEY CO. IN VOLUME 3822, PAGE 1418 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 78.856 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the southerly line of said Finley Co. tract, same being in the northerly line of Dessau Road, from which the southwest corner of said Finley Co. tract, same being the southeast corner of said Dome-One tract bears N 59°26'W, 34.42 feet for the southwest corner of the herein described tract,

THENCE, N 02°41'E, 2479.10 feet to a point for the northwest corner of the herein described tract,

THENCE, S 78°47'E, 1750.00 feet to a point for the northeast corner of the herein described tract,

THENCE, S 19°44'W, 2527.94 feet to a point for the southeast corner of the herein described tract,

THENCE, N 78°47'W, 869.52 feet to a point in the southerly line of said Finley Co. tract, for an angle point,

THENCE, N 59°26'W, 145.87 feet to the PLACE OF BEGINNING, containing 78.856 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 D

2.084 Acres

3

WARRANTY DEED

2-52-4513

THE STATE OF TEXAS
COUNTY OF TRAVIS

SS 10-11-1981

7.00

KNOW ALL MEN BY THESE PRESENTS:

That I, Ruben Greinert, not joined by my wife herein as the property below described is my separate property and estate and is no part of my homestead, of the County of Travis and State of Texas for and in consideration of the sum of Ten and no/100s-----DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and in further consideration of the exchange of a similar, nearby tract of land with GRANTEE,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ARNO GREINERT, a single man, of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

90.72 acres out of the Alexander Walters Survey, Travis County, Texas, more particularly described on EXHIBIT "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to easements of record affecting the same.

EXECUTED this 9 day of March, A.D. 1981.

Ruben Greinert

Ruben Greinert

DEED RECORDS

5-25-4214

7335

434

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Kuben Greinert

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 9 day of March, A.D. 1981.

Notary Public in and for 125713 County, Texas.

My commission expires 6-30-1984

RUTH BARR
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19____

Notary Public in and for _____ County, Texas.

My commission expires _____ 19____

(Printed or stamped name of notary)

WARRANTY DEED

TO

PREPARED IN THE LAW OFFICE OF:
RODAN B. GILES
ATTORNEY AT LAW
26000 S. MICHIGAN AVE. SUITE 100
AUSTIN, TEXAS, 78722

PLEASE RETURN TO:

Allen Gammist
112 East Descartes Rd
Austin, TX 78753

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____

_____ day of _____, A.D. 1981

Notary Public in and for _____ County, Texas.

My commission expires _____ 19____

(Printed or stamped name of notary)

7008 485

EXHIBIT "A"

2-52-4515

90.72 acres, Alexander Walters Survey, Travis County, Texas, being a part of and out of the 181.29 acres of land conveyed by deed to R. J. Greinert, et ux, recorded in Book 858, Pages 557-559, Deed Records, Travis County, Texas, said 90.72 acre tract being generally the western portion of said 181.29 acre tract and being the same property described in a deed of record from Fredericks Meissner, et al, to August Meissner, Jr. recorded in Book 137, Page 390, Deed Records, Travis County, Texas, to which reference is here made for all purposes, LESS HOWEVER, the following described 2.084 acre tract which is out of and part of the above mentioned 181.29 acre tract, said 2.084 acre tract being no part of this conveyance, and which 2.084 acre tract is described as follows, to-wit:

2.084 acres of land, being a portion of that certain 181.29 acre tract out of the Alexander Walters Survey in Travis County, Texas, which was conveyed to R. J. Greinert by deed of record in Volume 858 at Page 557, Deed Records, Travis County, Texas, which 2.084 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe set by a corner fence post at the southwest corner of said 181.29 acre tract of land, in the north line of a county road;

THENCE with the fence along the west line of the said 181.29 acre tract, N. 29 deg. 45' E. 208.70 feet to an iron pipe set;

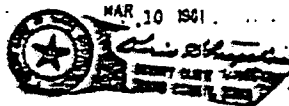
THENCE S. 60 deg. 15' E. 417.4 feet to an iron pipe set;

THENCE S. 29 deg. 45' W. 260.75 feet to an iron pipe set in the north fence line of said county road;

THENCE following the north fence line of the county road with the following four (4) courses:

- (1) N 36 deg. 58' W 110.34 feet to a cedar post;
- (2) N 56 deg. 14' W 80.48 feet to a cedar post;
- (3) N 57 deg. 05' W 40.13 feet to an iron pipe set at a fence post; and
- (4) N 60 deg. 00' W 195.60 feet to the POINT OF BEGINNING.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that the instrument was FILED in the
date and at the place indicated herein by me, and was duly
RECORDED, in the Volume and Page or the General INDEXES
of Travis County, Texas, as stamped herein by me, on



FILED
MAR 10 AM 11:17
Travis County, Texas
COUNTY CLERK

ORDINANCE NO. 81 0819-E

AN ORDINANCE REPEALING ORDINANCE NO. 800320-E; ESTABLISHING A POLICY RELATING TO POLITICAL SUBDIVISIONS CREATED PURSUANT TO ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION OR ARTICLE XVI, SECTION 59 OF THE TEXAS CONSTITUTION FOR THE CITY OF AUSTIN; ESTABLISHING THEREIN BASIC QUALIFICATIONS FOR CONSENT TO THE CREATION OF A WATER DISTRICT; PROVIDING PERCENTAGES ALLOWED FOR BOND FINANCING; ESTABLISHING THE PROVISIONS OF THE BONDING PACKAGE; PROVIDING FOR THE PROVISION OF SPECIAL WATER AND SEWER RATES WITHIN THE CONSENT AGREEMENT AS AUTHORIZED BY SECTION 54.016(h) OF THE TEXAS WATER CODE; ESTABLISHING VARIOUS REQUIREMENTS; DECLARING A POLICY STATEMENT; SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council, of the City of Austin, Texas, wishes to allow the prudent utilization of Water Districts to encourage development in accordance with its Growth Management Plan, and

WHEREAS, The City Council wishes to develop policies to curtail the rising costs of housing and the size of purchase-money mortgages, and

WHEREAS, The City Council wishes to develop a policy for creation of Water Districts in a manner that will not burden the citizens of Austin with future debt, and

WHEREAS, The City Council wishes to develop a policy for the creation of Water Districts in a manner that will discourage urban sprawl; Now, Therefore,

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

PART 1. That Ordinance No. 800320-E, as amended, be and it is hereby repealed.

PART 2. That this policy relating to the political subdivisions created pursuant to Article III, Section 52 of the Texas Constitution or Article XVI, Section 59 of the Texas Constitution, be adopted pursuant to the applicable provisions of the Texas Water Code and the Texas Municipal Annexation Act of the State of Texas, to be equitably applied to all petitioners for new Water Districts within the City's Extra-Territorial Jurisdiction.

I. BASIC QUALIFICATIONS FOR CONSENT TO THE CREATION OF A WATER DISTRICT INCLUDING BUT NOT LIMITED TO MUNICIPAL UTILITY DISTRICTS (MUD), WATER CONTROL AND IMPROVEMENT DISTRICTS (WCID), AND FRESH WATER SUPPLY DISTRICTS (FWSID).

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT
PAGE 1 OF 12

- A. The Water District shall contain acreage necessary to assure the economic viability of the District, but in no event shall a Water District contain less than 100 acres.
- B. The land to be included within the Water District must lie entirely outside the City limits; provided however, that land within the City by virtue of strip-annexation along major thoroughfares may be included with the Water District if such land within the City, constitutes no more than 5% of the total acreage of the Water District.
- C. The economic viability of the district must be shown in the same manner as required by the State.
- D. The consent resolution and agreement must reflect, and conform to, all the applicable stipulations of this policy.
- E. The City Council must determine that the district is not likely to be annexed by the City within three (3) years. Such determination shall not be binding on the City, however.
- F. When the City Council receives a petition for creation of a Water District within the City's Extra-Territorial Jurisdiction, it shall be evaluated in accordance with the policy set forth herein.

II. PERCENTAGES ALLOWED FOR BOND FINANCING.

- A. A Municipal Utility District will be allowed to issue bonds equal in amount to the bonding package outlined in Section III. hereof, times the appropriate percentage determined in Exhibit "A", attached hereto. All other forms of Water Districts including Water Control and Improvement Districts and Fresh Water Supply Districts in Growth Management Areas III and IV will be allowed bonding authority equal to one half the percentages for the following items only listed in Exhibit "A" Municipal Utility Districts: 1) internal water lines, 2) regional drainage, 3) water approach mains, and 4) water facilities. All such other forms of Water Districts located in Growth Management Area V will be allowed bonding authority equal to three quarters of the percentages for the items listed. Exceptions to the percentage limitations in Exhibit "A" may be granted by the City Council only where a proposed Water District will serve established residential areas and is not being created primarily to serve undeveloped land. Further, when a petition is received for creation of a Municipal Utility

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 2 OF 12

District in Area V which in the estimation of the City Council will not have a deleterious effect on the urban planning decisions including annexation, extension of utility service, protection of the environment, the fiscal integrity of the City of Austin and other goals delineated in the Austin Tomorrow Comprehensive Plan, it shall be evaluated on a case by case basis and considered individually on its merits and not necessarily subject to the provisions of this policy.

- B. Where a Water District overlaps any of the boundary lines in Exhibit "A", the percentage shall be apportioned according to the number of living unit equivalents in each area. The percentage shall be determined with respect to area designation and City limits at the date the consent agreement is approved by the City Council.
- C. The following definitions shall apply when used in Exhibit "A":
1. "Growth management area" refers to an area as described within the Master Plan of the City of Austin.
 2. "Extra-territorial jurisdiction area" refers to that area between the City limits and 5 miles beyond that as defined in appropriate state enabling legislation.
 3. "Internal water lines" or "Internal wastewater lines" means those lines, constructed within the Water District, including any oversize required which will not be recovered under the City's oversize policy since that policy shall be applicable to the developer.
 4. "Storm sewer/drainage" is limited to the cost of storm sewer pipe and open channels and their installation where impervious channel surfaces are required.
 5. "Regional drainage" means regional type storm water retention/detention features designed and constructed to control and/or manage storm water, a substantial portion of which issues from one or more watersheds outside the Water District, and provided such construction is approved by the Engineering Department of the City of Austin.

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 3 OF 12

6. "Wastewater facilities" means treatment plants, storage facilities and other items not included in 3 or 9 of this section.
7. "Water facilities" means treatment plants, storage facilities, wells and other items not included in 3 or 10 of this section.
8. "Water Facilities Using Ground Water from Edward's Aquifer" means all such facilities listed in definition 7 above which, in this case, derive their raw water source from the Edward's Aquifer.
9. "Irrigation Land" means land irrigated in connection with a sewage treatment plant. The bonds allowed for this land are to be determined by the raw land cost. When land or irrigation is no longer used for that purpose, and it is sold, the proceeds from the sale shall be placed in the Debt Retirement Fund of the district. If annexation has occurred, such proceeds shall be placed in the Utility Enterprise Debt Retirement Fund of the City of Austin.
10. Approach mains are defined as those water and/or wastewater lines which lead up to but not within the property to be served and as further defined, by the Cost Participation Ordinance of the City of Austin.

III. BONDING PACKAGE.

A. WATER, WASTEWATER AND DRAINAGE

A Water District shall be permitted the bonding permitted under the State law and the rules of the Texas Water Development Board for 1) construction, and for 2) land and easement costs for water, sewer, and drainage improvements (in accordance with Exhibit "A"). Further, the "30% rule" instituted by the Texas Water Commission shall apply in determining the bonding allowed for Water, Wastewater and Drainage. The percentages in Exhibit "A" shall apply after limits imposed by that rule and the delineation between types of districts and allowable bonding percentages established in Section II.A. of this Ordinance. The developer must pay 30% of the cost of internal lines and drainage. Additionally, that oversize portion of a water or wastewater approach main which the City of Austin has required to be constructed to serve areas outside of the

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 4 OF 12

boundaries of the Water District may be financed with bonds. In such cases, the City shall repay the Water District annually for the City's pro rata share of the debt retirement cost of such facility. The City shall retain the right to allocate its pro rata share of the facility and collect subsequent users fees as defined in the Cost Participation Ordinance of the City of Austin. Provided, however, that the following items shall not be allowed to be financed by the issuance of bonds, and therefore, shall not be included in the bonding package:

1. Land or easements within the Water District, or any property owned by the developers of the Water District, dedicated for any water or wastewater line or facility, including treatment plants for any function related to drainage. Provided, however, that bonds may be authorized for the purchase of land for irrigation purposes connected with a package treatment plant (in accordance with the chart in Exhibit "A"). Provided further that irrigation land purchased from the developers of the Water District must be purchased at book value.
2. Curbs, gutters, inlets, culverts, and bridges.
3. Drainage improvement, except storm sewers and regional facilities, in accordance with Exhibit "A".

B. INTANGIBLES

1. A contingency factor of 10% shall be allowed on all water, wastewater and drainage costs.
2. Construction costs shall include 10% for engineering, and shall include all fees.
3. Interest during construction and capitalized interest shall be allowed to the full extent of the State law for all costs that qualify for bond financing.
4. Other non-construction costs allowed for bond financing are: fiscal agent fees, legal fees and administration organizational expense and printing the bonds, as allowed by State law.

C. BONDED AMENITIES

Additional bonding authority may be used as the City Council specifies for any of the following items. The City Council must approve the need for each item, the

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

site location and design. The aggregate of the City requirements shall be limited by the economic viability of the District. Bonded authority for any land under this section shall be based on raw land cost and carrying expenses.

1. Solid waste disposal sites.
2. Fire station sites.
3. Park lands, nature preserves, creek preservation easements, hike and bike trails, lakes and greenbelts in addition to those required by City ordinance.
4. Water quality monitoring stations, holding ponds and storm water treatment facilities.
5. Other items which might be mutually agreed upon by the City Council and the petitioners, and are permitted by the State.

D. NON-BONDED AMENITIES

The following amenities are required and shall not be financed by the issuance of bonds or by the incurrence of debt by the district.

1. Traffic control signs and devices constructed within the Water District.
2. Street signs.
3. Street lights.
4. Sidewalks, installed in accordance with Chapter 41 of the Austin City Code (Subdivision Ordinance), when developing by urban standards.
5. Recreational facilities on park land equal to 10% of the value assigned to the park land.

IV. Consent agreements for Municipal Utility Districts shall provide, in adequate detail as required by Section 54.016(h) of the Texas Water Code that the water and sewer rates for properties within the MUD be specifically set so as to compensate the City of Austin for assuming the district's indebtedness after annexation. These special rates shall be in effect until the bonded indebtedness of the MUD is fully retired. If the bonds are called, these special rates shall nevertheless be in effect for the full projected life of the original bonds. These special rates shall consist of a component calculated to retire all or part of the bonded indebtedness incurred by the MUD as set out in "A" below. The component shall be determined by calculating the monthly debt retirement

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 6 OF 12

payment for the appropriate bonded indebtedness and dividing the monthly payment by the number of planned living unit equivalents within the district. After annexation, this special rate shall be charged in addition to the water and sewer rates paid by other city consumers of similar customer classification.

If the Municipal Utility District requests City Council approval of subsequent, additional bonding authority beyond that agreed to in the original consent agreement, the special rates agreed to in this section will be recalculated as determined above to reflect the additional bonded indebtedness.

In addition, if it becomes evident via the subdivision approval process or otherwise, that the number of planned living unit equivalents within the district will exceed or be less than the figure originally used as the basis for computing the surcharge then the district and the City agree to adjust the special charges accordingly.

A. The bonded indebtedness used to calculate the special rate shall be:

- 1) Area III: the total amount of bonded indebtedness for construction, land and easement costs for water and wastewater internal lines, and all drainage as set out in Exhibit "A";
- 2) Area IV: the total amount of bonded indebtedness for construction, land and easement costs for water and wastewater internal lines, all drainage as set out in Exhibit "A"; and fifty percent of the total bonded indebtedness for construction, land and easement costs for water and wastewater approach mains and facilities and irrigation land as set out in Exhibit "A".
- 3) Area V: the total amount of bonded indebtedness for construction, land and easement costs for regional drainage, water and wastewater approach mains, water and wastewater facilities and irrigation land.

B. Since Section 54.016(h) of the Texas Water Code which permits the special rates used in this policy contains a provision which says that the City of Austin cannot annex the district prior to the installation of 90% of the facilities for which district bonds were authorized, the consent agreement must also contain a provision containing

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

Criteria Manual" of the City of Austin. Drainage plans must be approved by the Director of Public Works prior to land development.

- E. The City shall have the right to inspect all facilities of the district at any time during construction, and final approval is required. In addition, the City shall have the right to charge inspection fees for review of facilities the cost of which is not covered by other appropriate charges.
- F. Bonds shall be issued only for those purposes specifically authorized by the consent agreement, and bonds authorized for one purpose shall not be used for another.
- G. Before the Water District issues bid invitations for its bonds, the City Council shall have the right of approval of all bond issues and sales, including bond prices, interest rates, and redemption premiums, and copies of all documents submitted to State agencies shall be concurrently submitted to the City.
- H. All records, files, books, information, etc., of the district shall be a matter of public record, and available for City inspection at all times.
- I. The district shall prepare annual reports for the City on the status of construction and bond sales.
- J. All bonds issued by the district shall have a call provision which allows the option to redeem the bonds at par.
- K. The district shall not furnish water or wastewater service to any tract of land unless the Planning Commission of the City of Austin has approved a subdivision plat covering such tract of land and such plat has been recorded in the deed records. The Planning Commission of the City of Austin will not be required to approve any subdivision within a Water District which does not conform to the provisions of the consent agreement.
- L. The district shall not provide service outside its boundaries unless approval is obtained from the City Council. If such permission is granted, no bond funds shall be expended or indebtedness incurred to provide such service without approval of the City Council.

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 8 OF 12

a date for 90% installation beyond which authorization for all unissued bonds may be terminated at the option of the City Council. If the City Council elects to so terminate, it must concurrently annex the district. To facilitate this requirement the consent agreement must require that bonds be issued to finance only completed and approved facilities and existing items.

- C. Any water and sewer customer within the boundaries of the City may enforce the special rates required to be included in a contract authorized by this policy.
- D. Prior to annexation, the special rate calculated in Section IV shall be charged in addition to the regular rate which shall not be less than that charged by the City within the City limits for consumers of similar customer classification. The revenue from the special rate shall be deposited in the debt retirement fund of the district.

- V. The revenue and ad valorem taxing authority of the district shall be pledged on all bonds as the City's ad valorem taxing authority shall be after annexation has occurred.

VI. ADDITIONAL REQUIREMENTS AND POLICY STATEMENT.

The City shall require the following of all Water Districts, and these requirements shall be stipulated by the appropriate set of consent resolutions and agreements.

- A. All development activities within the district shall conform to all existing City of Austin ordinance requirements.
- B. Underground utilities may be required by the City Council.
- C. All development construction by the district or the developers must be done in accordance with the City of Austin standards for similar facilities and copies of plans and specifications must be approved by the City before construction begins.
- D. All planning, designs, and construction of drainage facilities and other facilities and/or features pertinent to drainage shall be done in accordance with the "Drainage

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

- M. The City shall review and approve the adequacy, type and construction of all roadways in the Water District.
- N. The City may require the construction of facilities or improvements for the purpose of mitigating the impacts of storm water runoff.
- O. No land within the Water District shall be allowed, at any time in the future, to incorporate, join in an incorporation, or be annexed into any incorporated city other than the City of Austin.
- P. No land may be annexed to a district without the approval of the City Council.
- Q. Right-of-way, public park land, utility and drainage easements and all other appropriate lands and easements shall be properly dedicated to the public, the district and its ultimate successor.
- R. The net effective interest rate will not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of sale is given.
- S. Any wastewater treatment plant constructed in whole or in part with bond proceeds under this policy, shall not discharge over the Edward's Aquifer recharge zone or in the Barton Creek Watershed but must instead irrigate. Any wastewater treatment plant constructed in whole or in part with bond proceeds under this policy must be reviewed and approved by the City Council prior to the issuance of the State permit or any amendment thereto if it is to discharge instead of irrigate.
- T. Water Districts that are not charging a special rate as described in this Ordinance Part I, IV, shall charge a regular rate for service not less than that charged by the City for service to customers outside of the City as shall be established by the City Council from time to time.
- U. Water service in a WCID, FWSD or any other type of Water District with the exception of a Municipal Utility District will only be provided to lots one (1) acre minimum in size to insure the capability to install and operate an on-site wastewater disposal system over the life of the property.

PART 3. That all ordinances, resolutions and orders heretofore passed, adopted and made, or any part of the same, affecting approach mains, which

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

are in conflict with this Ordinance, shall be and the same are hereby in all things repealed.

PART 4. Whereas, an emergency is apparent for the immediate preservation of order, health, safety and general welfare of the public, which emergency requires the suspension of the rule providing for the reading of an ordinance on three separate days, and requires that this ordinance become effective immediately upon its passage; therefore, the rule requiring the reading on three separate days is hereby suspended and this ordinance shall become effective immediately upon its passage as provided by the Charter of the City of Austin.

PASSED AND APPROVED

August 19, 1981

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Carole Keeton McClellan
Mayor

APPROVED: Albert D. L. R...
Acting City Attorney

ATTEST: Bruce Monroe
City Clerk

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT

PAGE 11 OF 12

EXHIBIT "A"
(TO ORDINANCE)

1	2	3	4	5	6	7	8	9	10	11	12
Growth Management Area	Extra Territorial Jurisdiction	Internal Water Lines	Internal Wastewater Lines	Storm Sewer Drainage	Regional Drainage	Water Approach Mains	Wastewater Approach Mains	Water Facilities	Water Facilities Utilizing Ground Water From Edward's Aquifer	Wastewater Facilities	Irrigation Land
III	0-2 mi.	100%	100%	75%	100%	100%	100%	100%	0%	100%	100%
III	2-5 mi.	75%	75%	65%	100%	90%	90%	90%	0%	90%	100%
IV	0-2 mi.	40%	40%	0%	100%	60%	60%	60%	0%	60%	100%
IV	2-5 mi.	30%	30%	0%	100%	40%	40%	40%	0%	40%	100%
V	0-5 mi.	0%	0%	0%	100%	60%	20%	100%	0%	20%	100%

EXHIBIT "B"
TO CREATION AND OPERATION AGREEMENT
PAGE 12 OF 12

NORTHMAN MUNICIPAL UTILITY
DISTRICT NO. 1

Consultant Fees

CONTRACT BONDS

BOND ISSUE SIZE	District's Financial Adviser	District's Bond Counsel	TOTAL
5,000,000	50,000	135,000	185,000
10,000,000	75,000	160,000	235,000
15,000,000	80,000	185,000	265,000
20,000,000	85,000	190,000	275,000
30,000,000	90,000	200,000	290,000
50,000,000	100,000	220,000	320,000
70,000,000	110,000	240,000	350,000

DISTRICT BONDS WITHOUT CITY PARTICIPATION

Bond counsel fees shall be three percent (3%) of the principal amount of each issue of bonds

EXHIBIT C
TO CREATION AND OPERATION AGREEMENT

Page 1 of 1

UTILITY CONSTRUCTION CONTRACT BETWEEN
THE CITY OF AUSTIN, TEXAS AND
NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1

This Utility Construction Contract (this "Contract") is made and entered into as of the _____ day of _____, 198____, by and between the CITY OF AUSTIN, TEXAS (the "City"), a Home Rule City located in Travis County, Texas, and NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution and operating under the provisions of Chapter 54 of the Texas Water Code.

RECITALS

The City owns and operates a water supply system and a sanitary sewer collection and treatment system serving areas within and adjacent to its city limits and has determined to extend its water supply and sanitary sewer facilities into the service area east of its present city limits in order to provide water and sanitary sewer service within said area for the purpose of protecting the health and welfare of present and future residents of the area and of portions of the City in proximity thereto.

The District desires to obtain access to the City's water supply system in order to enable it to provide a dependable supply of potable water to the inhabitants of the District and to obtain access to the City's sanitary sewer system in order to provide for the transportation, treatment, and disposal of sewage from within the District. Pursuant to Chapter 54 of the Texas Water Code, the District is authorized to purchase, construct and acquire, inside or outside its boundaries, works, improvements, and facilities helpful or necessary to supply water for municipal uses, domestic uses, and commercial purposes and to collect, transport, and dispose of waste. The Board of Directors of the District has determined that it is in the best interests of the District and its inhabitants to cooperate with the City in the acquisition and construction of certain extensions and improvements to the City's water supply and wastewater facilities as set forth below.

The City and the District are authorized to make and enter into this Contract in accordance with the laws of the State of Texas, including Article 1109j, Texas Revised Civil Statutes, and Chapter 54, Texas Water Code.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises and the mutual obligations and benefits contained herein, the City and the District contract and agree as follows:

AGREEMENT

I. DEFINITIONS

The terms and expressions used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

1.01 "Project" shall mean and refer to those water and wastewater facility extensions and improvements described in Exhibit "A", attached hereto and incorporated herein by reference, said Exhibit "A" consisting of both a list of such extensions and improvements and an accompanying map illustrating

EXHIBIT D

the general locations and service area of the same. It is acknowledged and agreed that the exact alignment, location and configuration of such extensions and improvements may vary depending upon the final engineering design approved by the consulting engineers for the District and the Directors or acting Directors of the City's Water and Wastewater and Public Works Departments in accordance with the City specifications and criteria for the design and sizing of the facilities in existence at the time of City review and approval of the construction plans.

1.02 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the District.

1.03 "Bonds" shall mean and refer to the bonds to be issued by the District, in one or more series or issues, for the purpose of acquiring, by purchase and/or construction, the Project and negotiable bond anticipation notes issued by the District for such purposes pursuant to Section 54.304 of the Texas Water Code to be refunded out of the proceeds of the Bonds.

1.04 "Bond Resolution" shall mean and refer to any resolution or trust indenture of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as amended from time to time as therein permitted.

II. OBLIGATIONS OF DISTRICT WITH RESPECT TO THE PROJECT.

2.01 Subject to the limitations hereinafter set forth, the District agrees that it will proceed, as promptly as possible and to the best of its abilities, with the financing and acquisition of the Project, all in the manner hereinafter described. The District agrees to promptly pursue the approvals necessary for the District to issue the Bonds and acquire the Project. Provided, however, wastewater pumpover facilities included in the Project shall be constructed according to a schedule to accommodate projected build-out of the development as agreed to by the City and the District. Upon obtaining said approvals, the District agrees to proceed promptly to issue and sell the Bonds and, thereafter, to purchase and/or construct the Project. The District hereby covenants that it will make a diligent effort to design and to complete the Project as soon as practicable; provided, however, that the District shall not be liable for any damages which may be occasioned by delays not caused by negligence of the District. The District and the City shall agree on the "Consulting Engineers" for the Project, which shall be constructed in accordance with plans and specifications prepared by the Consulting Engineers and approved by the Directors or acting Directors of the City's Water and Wastewater and Public Works Departments. It is further agreed that the Consulting Engineers may be changed, but only with the consent of both the District and the City.

2.02 The District may enter into such contracts as may be necessary to provide for the acquisition, by purchase and/or construction, of the Project. Said contracts shall be approved and executed as required by the laws and regulations applicable to municipal utility districts and shall be awarded by competitive bidding in accordance with applicable City policies and procedures. The City shall be given notice of and invited to attend all bid lettings. The award of all contracts and all change orders to such contracts shall be approved by the City Manager of the City or his designee, which approval shall not be unreasonably withheld or delayed.

2.03 It is further agreed that, in the event the City obtains voter approval of the issuance of its bonds to finance

the construction of any of the extensions and improvements set forth on Exhibit "A" prior to January 1, 1985, the City may elect to delete any of such extensions and improvements from the Project, as defined herein, excluding the 48-inch water main from the North Lamar Transmission Main east to the first reservoir and the Upper Harris Branch Wastewater Interceptor, which shall be financed by the issuance of bonds by the District in any case, by giving thirty (30) days written notice, by registered or certified mail, return receipt requested to the address of the District specified in the registration statement on file with the Texas Department of Water Resources, with a copy to the District's attorney of record, and the extensions and improvements specified in such notice shall then be financed and constructed by the City. It is expressly agreed that, in the event the City elects to delete all or any portions of such extensions and improvements from the Project, the City shall reimburse the District and the Joint Venture for all reasonable costs and expenses incurred by the District and the Joint Venture in connection therewith prior to the date such notice is received by the District, including, but not limited to costs incurred in connection with preliminary and final engineering design, construction costs and legal and other consultants' fees incurred in connection with the District's application to the Texas Department of Water Resources for approval of bonds to finance such construction. In such event the District agrees, upon request, to furnish the City with copies of all reports, studies and related materials concerning the Project obtained by the District.

2.04 Either the City or the District shall serve as the Project Manager and shall supervise the letting and administration of the contract for the various extensions and improvements to be constructed as a part of the Project as designated on Exhibit "B" attached hereto and incorporated herein.

2.05 It is further agreed that, at the election of the City, the District may be required to finance through the issuance of Bonds and construct improvements to the City's water and wastewater treatment systems to accommodate the water and wastewater needs of the District. Such improvements may include, but are not limited to, new wastewater treatment facilities, including a regional treatment facility, or improvements to the Davis Water Treatment Plant and/or the Walnut Creek Wastewater Treatment Plant. It is also agreed by the District and the City that, at the election of the City, the District may be required to finance through the issuance of Bonds and construct all necessary interceptors and/or treatment facilities to provide wastewater collection and treatment to all of Harris and Gilleland basins. The City shall be, and is hereby designated Project Manager for the District in relation to improvements set forth in this section and, in such capacity, agrees to let, supervise and administer the contracts relating to the design and construction of such improvements. Upon such election by the City, improvements financed by the issuance of Bonds shall be included within the definition of "Project" and all references to "Project" shall include these projects.

III. DISTRICT'S OBLIGATION TO PROVIDE FINANCING FOR PROJECT

3.01 In order to finance the costs of the Project, the District agrees to issue and sell the Bonds, in one or more series or installments, in such amounts as may be necessary to pay the costs and expenses of acquiring and/or constructing the Project and the costs and expenses of issuing the Bonds including, without limitation, the cost of acquiring all rights-of-way, easements, and land therefor; the funding of all special funds created for the payment and security of the Bonds;

reasonable financial advisors and bond counsel fees as approved by the City Council of the City, including financial advisors and bond counsel fees incurred by the City, subject, however, to the approval of the Texas Water Commission; printing and other expenses incurred in connection of the issuance, sale and delivery of the Bonds; and an amount sufficient to provide for the payment of interest on the Bonds for a period not to exceed two (2) years. The parties agree that all of the Bonds issued by the District pursuant to the provisions of this Contract shall be payable solely from the contractual payments identified and described in Article V of this Contract.

3.02 Prior to the passage by the Board of Directors of the District of any resolution authorizing the issuance of the Bonds, a substantial draft of such resolution including any trust indenture authorized therein shall be delivered to the City Attorney for approval by the City Council. Such draft shall set forth the principal amount and the maturities of the Bonds to be issued, the special funds created for the payment and security of the Bonds, including provisions relating to the creation and establishment of a special escrow fund for the deposit of the proceeds of the sale of the Bonds; and the procedures to be followed for the disbursement or withdrawal of funds deposited in such accounts. The necessity for and the amount of capitalized interest and the cost of issuance of the Bonds shall be subject to approval by the City Council. The provisions of the Bond Resolution and any trust indenture shall not be effective or binding upon the City unless and until such approval is given. Such approval, if and when given, shall constitute the acknowledgement and agreement of the City that such Bonds are to be issued in accordance with and in compliance with this Contract and any such trust indenture, notwithstanding any other provisions of this Contract or any other agreement to the contrary and the obligations of the City set forth in such Bond Resolution, shall become absolute and unconditional binding obligations of the City in accordance with their terms. Any holder of the Bonds is entitled to rely fully and unconditionally on any such approval. In connection with such approval, it is recognized and agreed that the District's rights under Article V and the right to enforce the same, may be assigned by the District to a trustee under any trust indenture for the benefit of the owners of the Bonds.

IV. OWNERSHIP AND OPERATION OF PROJECT

In consideration of the payments to be made by the City as specified in Article V hereof, the District hereby agrees that the several facilities comprising Project, upon final completion of the purchase and/or construction thereof by the District, and acceptance thereof by the City as evidenced by written confirmation of such acceptance from the Directors or acting Directors of the City's Water and Wastewater and Public Works Departments, shall automatically be dedicated and thereby conveyed by the District to the City and all rights, title and interest of the District in and to the Project shall vest in the City and the City shall thereafter have the sole responsibility for the maintenance and operation of the Projects at its sole expense. This Article IV shall be deemed and construed as the expression of the District's intention to so dedicate the Project upon the occurrence of the events described in this Article.

V. PAYMENTS BY THE CITY

5.01 For and in consideration of the District's acquiring the Project and conveying the same to the City, the City agrees to pay to the District, in the manner hereinafter set forth, a sum equal to the total of the principal, interest, trustee,

registrar, and paying agents' fees, and other reasonable charges and expenses which may accrue in connection with the payment and discharge of the Bonds. It is further agreed that the City's obligation to make the payments herein specified shall terminate at such time as: (a) all of the Bonds have been paid in full and are no longer outstanding or (b) the City has irrevocably deposited with the paying agent or trustee, as the case may be, in trust: (1) monies sufficient to fully pay the principal of, redemption premium, if any, and interest on the Bonds to the respective due date or dates by reason of maturity, redemption or otherwise, and all other amounts owing with respect to the Bonds; and/or (2) government obligations, certified by an independent public accounting firm of national reputation, which shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient funds to pay the principal of, redemption premium, if any, on and interest on all outstanding Bonds to their respective due date or dates by reason of maturity, redemption or otherwise. "Government obligations" as used herein shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and United States Treasury obligations such as its State and Local Government Series, which may be in book-entry form. It is further understood and agreed that the District's only source of funds to pay the principal of and interest on the Bonds, and to pay expenses relating to the Bonds, shall be from the payments to be made by the City to the paying agent or trustee for the District pursuant to this Contract. It is therefore agreed that once the Bonds are issued and regardless of whether or not the Project is constructed or accepted by the City, the City's obligation to make the payments set forth in 5.02 below shall become the absolute and unconditional binding obligation of the City, free of any deductions, and without abatement or set-off until the entire principal of, premium, if any, and interest on the Bonds have been paid or provided for as set forth above.

5.02 The City agrees to make the following payments to or on behalf of the District for so long as any of the Bonds issued in connection with the Project are outstanding:

(a) Such amounts, payable semi-annually on or before the last business day prior to the due date of each interest payment on the District's Bonds, as may be necessary to pay the principal and/or interest coming due on the District's Bonds on the next succeeding interest payment date;

(b) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay, or to reimburse the District for, the fees and charges of the registrar and paying agent or trustee for paying or redeeming the Bonds coming due on such date;

(c) Such amounts, payable upon receipt of a statement therefor, as may be necessary to pay, or to reimburse the District for: (1) the actual cost of any special accounting audits required by the City; (2) any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the District in connection with the Bonds and the Project, such as expenses of litigation, if any; and (3) costs of special studies and special professional services, if and when required by any governmental directive or regulation, or as may be agreed to by the City and the District; provided, however, that the City shall not be obligated to pay District expenses of litigation if the City is an opposing party in such litigation;

(d) Such amounts as may be necessary to make all payments into any special fund or reserve fund required to be established and/or maintained by the provisions of any Bond Resolution; and

(e) Such amounts as may be necessary to pay any deficiency in any fund or account required to be accumulated and/or maintained by the provisions of any Bond Resolution.

5.03 This Contract, and all payments required to be made by the City hereunder, shall constitute a Separate Lien Obligation within the meaning of and as such term is defined in Ordinance Number 820303-A. The capitalized terms set forth in this Section 5.03 and in Section 5.04 of this Article shall have the same meanings assigned to such terms by said Ordinance. The City hereby covenants and agrees that, subject only to the prior lien on and pledge of the Net Revenues of the City's Waterworks and Sewer System to the payment and security of the Priority Bonds (now outstanding or hereafter issued), and which Priority Bonds the City hereby expressly reserves the right to issue, including the establishment and maintenance of the special funds created for the payment and security of the Priority Bonds, the Net Revenues of the Waterworks and Sewer System, with the exception of those in excess of the amounts required for the payments to be made hereunder and required for the payment and security of the Bonds, are hereby irrevocably pledged, equally and ratably, to the payment and security of the Bonds and to the payments required to be made by the City hereunder pursuant to Section 5.02 of this Article V. It is further acknowledged and agreed that the lien on and pledge of the Net Revenues of the Waterworks and Sewer System securing the payments required to be made by the City under and pursuant to Section 5.02 of this Article V shall be in all respects on a parity and of equal dignity with the lien and pledge of the Net Revenues of the Waterworks and Sewer System securing the payment of the "City of Austin, Texas, Water, Sewer and Electric Refunding Revenue Bonds, Series 1982" and additional obligations issued on a parity therewith (which obligations the City expressly reserves the right to issue, in accordance with the terms and conditions prescribed therefor in said Ordinance Number 820303-A), as well as other Separate Lien Obligations which the City expressly reserves the right to issue and to be payable from and equally secured by a lien on and pledge of such Net Revenues. It is expressly agreed by the parties hereto that the lien and pledge securing the payments to be made hereunder shall be applicable only to the Net Revenues of the Waterworks and Sewer System, and that the Net Revenues of the Electric Light and Power System shall not be deemed to have been pledged or encumbered by any lien to secure the payment of any City obligations under this Contract in any manner. The City agrees to make provision, in each annual City Budget, for the payment of all amounts required to be paid by the City under and pursuant to this Contract.

5.04 The City hereby covenants and agrees to establish and maintain rates and charges for water and wastewater services adequate to annually produce Net Revenues of the Waterworks and Sewer System equal at least to: (a) the sum of all amounts deposited from the Water and Sewer System Fund (1) in any special funds or accounts created for the payment and security of the Priority Bonds and (2) in the Interest and Redemption Fund and the Reserve Fund (created and established by Ordinance Number 820303-A) for the payment of principal of and interest on the Series 1982 and Additional Parity Bonds, and to establish and maintain the Required Reserve as provided in said Ordinance or any other ordinance relating to obligations for which the Reserve Fund was created and established to pay; plus (b) an amount equal to 1.25 times the combined annual payments to be made during a Fiscal Year on all Separate Lien Obligations of

the Waterworks and Sewer System for purposes of paying or representing the payment of, principal of and interest on all indebtedness incurred by reason of, resulting from or issued pursuant to such Separate Lien Obligations. For purposes of computing the anticipated Net Revenues of the Waterworks and Sewer System, the Gross Revenues of the Waterworks and Sewer System shall be increased by the anticipated amount of the District Available Revenues, as such term is hereinafter defined. In addition, the City hereby covenants and agrees to establish and maintain rates and charges for facilities and services afforded by the Electric Light and Power System and the Waterworks and Sewer System adequate to provide gross revenues in each fiscal year from each System sufficient:

(a) To pay the respective Maintenance and Operating Expenses thereof;

(b) To provide such amounts as may be required to establish, maintain or restore, as the case may be, a required balance in any reserve or contingency fund created for the payment and security of Separate Lien Obligations;

(c) To produce combined Net Revenues of the System sufficient to pay the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Priority Bonds, the Series 1982 and Additional Parity Bonds, and any other obligations or evidences of indebtedness issued or incurred that are payable only from and secured solely by a lien on and pledge of the combined Net Revenues of the Systems; and

(d) To produce combined Net Revenues of the Systems (after payment of the amounts required to be paid by paragraphs (b) and (c), above) equal to at least the sum of (1) 1.25 times the annual principal and interest requirements (or other similar payments) for the then-outstanding Priority Bonds and the Separate Lien Obligations and (2) 1.10 times the total annual principal and interest requirements (or other similar payments) for the then-outstanding Bonds and all other indebtedness (except Priority Bonds and Separate Lien Obligations) payable only from and secured solely by lien on and pledge of the Net Revenues of either or both of the Systems.

5.05 The terms and specifications of the Bonds to be issued by the District pursuant to this Contract shall be set forth in a Bond Resolution or Resolutions adopted by the Board of Directors. Approval and execution of this Contract by the City Manager of the City, as authorized by ordinance of the City Council of the City, shall signify not only the acceptance and final approval of this Contract, but also an acknowledgment that the covenants of such Bond Resolution constitute contractual arrangements between District and the purchasers of the Bonds. The City agrees faithfully to perform all of its obligations under this Contract in such a manner as will permit the District to fully perform all of its obligations under the Bond Resolution. The City further agrees that the District, the purchasers of the Bonds and all others concerned in any manner with the issuance of the Bonds and the security of this Contract in support thereof may rely upon a certified copy of the ordinance of the City Council approving and authorizing the execution of this Contract as conclusive evidence of the City's approval and acceptance hereof and of its responsibilities and obligations hereunder.

5.06 All payments made by the City pursuant to Section 5.02(a) of this Contract shall be deposited with the trustee under any trust indenture securing the bonds, or if there is no

trustee, with the depository institution designated as the paying agent for the Bonds, which paying agent shall be approved by the City; provided, however, that such approval shall not be unreasonably withheld. The funds so deposited shall be held and disbursed by the trustee or paying agent for the benefit of the holders of the Bonds from time to time in accordance with the terms and provisions of such Bonds.

VI. DISTRICT'S PRO RATA COSTS OF PROJECT.

6.01 The City agrees that, upon completion of the Project, adequate water distribution, wastewater collection and treatment capacity shall be reserved to serve all land within the District as originally created and to meet the City's other agreed obligations to supply treated water to the District and to collect wastewater therefrom. For and in consideration of the City reserving adequate distribution, collection and treatment capacity on behalf of the District, the District hereby agrees to pay to the City its pro rata share of the principal and/or interest requirements and trustee, registrar and paying agent fees due on the Bonds issued to finance the Project, as indicated on Exhibit "C", attached hereto and incorporated herein by reference for all purposes.

6.02 The District and the City agree that the pro rata share of the costs of the Project to be borne by the District shall be payable in semi-annual installments on or before five (5) business days prior to the due date of each principal and/or interest payment on the Bonds. The District's obligation to make principal payments on the Bonds shall not commence until the fifth anniversary date of the issuance of such Bonds. Each such semi-annual installment shall be in an amount equal to the percentage hereinabove stipulated as applied to the total principal and/or interest requirements and trustee, registrar and paying agent fees due on the Bonds on the principal and/or interest date next following the date a semi-annual installment payment is to be made by the District to the City. An example of the manner in which the semi-annual installments to be made by the District to the City are to be calculated is attached hereto as Exhibit "D" and made a part hereof for all purposes.

6.03 The District hereby covenants and agrees that, after payment of all maintenance and operating expenses of the District's water distribution and sewer collection works, plants and facilities (hereinafter called the "System Facilities"), and subject only to any prior lien on and pledge of the income and revenues derived from the operation and ownership of the System Facilities to the payment and security of bonds (other than the Bonds) issued by the District, the revenues and income derived from the operation and ownership of the System Facilities shall be and are hereby irrevocably pledged to the payments to be made to the City by the District under and pursuant to Section 6.02 above. In this connection and so long as such semi-annual installment payments remain due and owing to the City, the District covenants and agrees to fix and maintain such rates and charges for water and sewer services afforded by the System Facilities as shall be fully sufficient to provide income and revenues at all times adequate to make the contract payments representing the District's pro rata share of the costs of the Project to the City; plus, commencing the fifth (5th) year after the issuance of the Bonds, an amount which, together with any lawfully available funds of the District, including any sums collected from the ad valorem tax described below, shall equal twenty-five percent (25%) of the District's pro rata share of the costs of the Project due in the next succeeding fiscal year (the "District Available Revenues"). Provided, however, the District shall provide such coverage commencing the beginning of the third year after the issuance of the Bonds rather than the

beginning of the fifth year, if such action is determined to be financially sound for the District by an independent certified public accountant auditing the financial position of the District at that time. The payments to the City under and pursuant to Section 6.02 hereof shall additionally be payable from and secured by an ad valorem tax, imposed by the District, unlimited as to rate or amount, which the District agrees to levy, assess and collect, upon all taxable property within the District at the same time as other District taxes are levied, assessed and collected. All of the foregoing provisions for the payments required under and pursuant to the foregoing Section 6.02 by the District to the City are made pursuant to the authority conferred by Sections 54.218 and 54.219 of the Texas Water Code, and pursuant to the approval of the provisions of this Contract, including specifically the levy of taxes by the District to satisfy its obligation herewith, by a majority of the District's electors voting at an election duly held within in the District for that purpose on the _____ day of _____, 198____. The District hereby pledges the employment of these provisions for taxation as the means of making all payments to the City required under this Contract in each and every year when, for any reason, it shall appear that other available sources will not produce funds entirely adequate for such purpose in the succeeding fiscal year.

6.04 It is understood and agreed that, in order to provide for amortization requirements of the City during the period of time the Bonds are outstanding, the City shall have the right to establish and charge a subsequent user fee to all City water or sewer customers connecting to the facilities comprising the Project. In consideration of the District paying a share of the costs of the Project, neither the District nor any customers of the District shall be obligated to pay such subsequent user fee so long as the District is not annexed to the City, it being understood that the District's share of the costs of the Project is to be in lieu of any such subsequent user fees assessed and collected by the City from other customers of the City's Waterworks and Sewer System for connection to the Project.

VII. CONSTRUCTION AND INSURANCE

7.01 The Environmental Board of the City shall have the right to review the initial plans for the alignment and construction of the Project, and shall be invited to make on-site inspections of the Project upon advance notice to the Project manager and accompanied by City personnel during the alignment and construction phases.

7.02 During such time as the District or its contractors engage in construction work in relation to the Project, the District agrees to require all contractors performing such work to provide adequate insurance in relation to the Project and the work being performed as is usually carried by contractors constructing like properties and also to require all contractors to carry worker's compensation insurance. Upon completion of construction of the Project and the dedication thereto to the City under the terms hereof, the City agrees to carry insurance on the Project of a kind and in an amount which is customarily carried by municipal corporations in relation to the ownership and operations of utility properties.

VIII. CONDITIONS PRECEDENT

The obligation of the District to acquire and/or construct the Project shall be conditioned upon the following:

- (a) Approval of the Project by the Texas Department of Water Resources, the Texas Department of Health, and any and