

all other local, state, or federal agencies having jurisdiction;

(b) Sale of the Bonds in an amount sufficient to pay the costs of the acquisition of the Project and the expenses of issuing the Bonds; and

(c) The District's ability, or the ability of its contractors, using all reasonable diligence, to obtain material, labor, and equipment necessary for the Project.

IX. USE OF CITY'S PROPERTY

By these presents, the City authorizes the District's use of any and all real property, streets, alleys, public ways and places, and general utility or water or sewer easements of the City for the acquisition and/or construction of the Project, so long as such use by the District does not interfere with any lawful use by the City. The City further agrees to provide right-of-way for the Project and to proceed immediately to acquire any necessary right-of-way by purchase, contract, or condemnation. The City's costs of acquiring such right-of-way shall be considered costs of the Project which shall be reimbursed by the District out of the proceeds of the Bonds. Nothing herein shall be construed as limiting the powers of the District to acquire land, easements or right-of-way for any purpose allowed by law. Upon completion of the Project, all easements acquired by the District for the Project shall be dedicated to the City.

X. FORCE MAJEURE

10.01 The term "Force Majeure", as employed herein, shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders of any kind of the Government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

10.02 If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Contract, then such party shall give written notice and the full particulars of such Force Majeure to the other party within a reasonable time after the occurrence thereof. The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.03 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. It is specifically excepted and provided, however, that in no event shall any Force Majeure relieve the City of its obligation to make the contract payments to the District as required by Article V of this Contract or relieve the District of its obligations to make the payments of

its pro-rata share of costs as required by Article VI of this Contract.

XI. REGULATORY BODIES

This Contract, and the acquisition of the Project, shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction thereof.

XII. PARTIES IN INTEREST

This Contract shall be for the sole and exclusive benefit of the City, the District and the owners or holders of the Bonds from time to time, and shall not be construed to confer any benefit or right upon any other parties.

XIII. SEVERABILITY

The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Contract, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Contract to other persons or circumstances shall not be affected thereby.

XIV. TERM OF CONTRACT

This Contract shall be in force and effect for so long as the Bonds, or any of them, remain outstanding and unpaid; provided, however, that in no event shall the term of this Contract exceed forty (40) years from the date of execution hereof by the District.

XV. EXECUTION OF CONTRACT

This Contract may be executed by the City prior to the creation of the District and such execution shall be effective for a period of one (1) year pending creation of and confirmation of the creation of the District, and the approval and execution of this Contract by the Board of Directors of the District, and shall thereafter be binding upon the City and District in accordance with its terms.

XVI. REMEDIES UPON DEFAULT

It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either party hereto and shall be cumulative. Recognizing however, that the City's undertaking to supply treated water to the District and to collect wastewater therefrom hereunder is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the City agrees, in the event of any default on its part, that the District shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of the District's obligation hereunder could not be adequately compensated in money damages alone, the District agrees in the event of any default on its part that the City shall have available to it the equitable remedy of mandamus and specific performance in

addition to any other legal or equitable remedies (other than termination) which may also be available to the City.

XVII. CONFLICTS

To the extent that any provision of any contract or agreement to which both the City and the District are parties conflicts with the provisions of this Contract, the terms and provisions of this Contract shall prevail.

IN WITNESS WHEREOF, the District and the City, each acting under authority of their respective governing bodies, have caused multiple originals of this Contract to be duly executed, each of such to be of equal dignity, as of the date hereinabove first mentioned.

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS

City Attorney

By: _____
City Manager

Date: _____

NORTHTOWN MUNICIPAL UTILITY
DISTRICT NO. 1

By: _____
President, Board of Directors

Date: _____

5136R

EXHIBIT "A"

Project Facilities

WATER

1. 48-inch main from the North Lamar Transmission Main east to the first 10 million gallon reservoir constructed by the District.
2. 48-inch main from the first 10 million gallon reservoir to the M.K.T. Railroad right-of-way.
3. 36-inch main from the M.K.T. Railroad right-of-way where the 48-inch main ceases to the 24-inch main in the Copperfield Subdivision to complete the loop.
4. 36-inch main from the 48-inch main termination at the M.K.T. Railroad right-of-way north to present F.M. 1825.
5. Two ten (10) million gallon reservoirs of which the first reservoir shall be completed by December 31, 1987.
6. Land acquisition for location of an additional twenty (20) million gallon reservoir at the election of the City.

WASTEWATER

1. An interceptor in Harris Creek sized to accommodate the Upper Gilleland and Harris Creek basins.
2. The Upper Gilleland Interceptor and pumpover facilities to the Harris Branch Interceptor.
3. An extension of the Harris Branch Interceptor to the confluence of Gilleland and Harris Creeks.
4. Pumpover facilities at the confluence point of Harris Creek and Gilleland to the Walnut Creek Interceptor.

5136R

EXHIBIT "B"

PROJECT MANAGER

Project managers for Project improvements shall be as follows:

A. District:

1. 48" water line
2. 10 M.G.D. Reservoir
3. 36" water line North to F.M. 1825
4. Upper Harris Branch wastewater interceptor
5. Uper Gilleland Branch wastewater interceptor and pumpover

B. City:

1. 36" water line to Copperfield
2. Second 10 M.G.D. water reservoir
3. Acquisition of land for third and fourth reservoir phases
4. Lower Harris Branch wastewater interceptor
5. Pumpover facilities from Lower Harris Branch to Walnut interceptor

5136R

CONTRACT BOND ISSUE SUMMARY
(Construction Costs)

FACILITY	TOTAL COSTS	DISTRICT SHARE
<u>Water</u> (24.27% District Share)		
48" water line along Dessau Lane which extends from North Lamar to M.K.T. right of way	\$ 4,100,000	\$ 733,975
36" water line which extends to Pflugerville	1,080,000	-0-
36" water line which ties into 24" at Yaegar Lane	2,280,000	522,125
20 mg Reservoir	<u>8,240,000</u>	<u>2,554,000</u>
Subtotal Water	\$15,700,000	\$ 3,810,100
<u>Wastewater</u> (9.66% District Share)		
18" line to serve Upper Gilliland Basin	\$ 400,000	-0-
30" line to serve Upper Gilliland Basin	1,000,000	-0-
36" line to serve Upper Gilliland Basin	450,000	-0-
15,000 GPM Lift Station (Pumps Upper Gilliland to Harris)	1,125,000	-0-
30,000 GPM Lift Station (Pumps Upper Harris and Gilliland to Walnut)	3,000,000	332,700
30" force main which serves Upper Gilliland to Harris	1,800,000	-0-
18" line which serves Upper Harris	1,650,000	348,950
24" line which serves Upper Harris	1,125,000	206,100
36" line which serves Lower Harris and Upper Gilliland	1,350,000	149,700
42" line which serves Lower Harris and Upper Gilliland	2,975,000	329,900
48" line which serves Lower Harris and Upper Gilliland	2,100,000	232,900

36" force main which serves 30,000 GPM Lift Station	750,000	83,200
10,400 foot 48" Gravity Line which also serves 30,000 GPM lift station	<u>2,080,000</u>	<u>230,700</u>
Subtotal Wastewater	\$19,805,000	\$ 1,914,150
 Subtotal Water & Wastewater	 \$35,505,000	 \$ 5,724,250
Engineering	3,550,500	572,425
Contingencies	<u> 3,905,550</u>	<u> 629,662</u>
Subtotal	\$42,961,050	\$ 6,926,337

Non-Construction Costs

<u>Facility</u>	<u>Total Cost</u>	<u>District Share 16.12%</u>
Legal	\$ 407,250	\$ 65,649
Fiscal Agent	183,250	29,540
Bond Discount	1,345,000	216,814
Capitalized Interest	14,122,500	2,276,547
Reserve Fund	8,200,000	1,321,840
Cost of Issuance	<u>30,950</u>	<u>4,989</u>
Subtotal Non-Const. Costs	\$24,288,950	\$ 3,915,379
 Total Contract Bonding	 \$67,250,000	 \$10,841,716

EXHIBIT "C"
TO UTILITY CONTRACT

Page 2 of 2

FORMULA FOR
NORTHTOWN MUD #1
DISTRICT'S PRO RATA SHARE

The calculation of the District's pro rata share of the Debt Service Payment is based on the following formula:

Pro rata share X CR X DSP

Debt Service Payment (DSP)

Semi-annual Debt Service Payment (DSP) to be made by the City to the paying agent shall equal the total semi-annual principal, interest, and paying agent fees. For its participation, the District will pay to the City the pro rata share as calculated by the formula.

Construction Ratio (CR) for Each Project

$$\frac{\text{Proceeds Applied to Construction of Each Project}}{\text{Total Proceeds Applied to Construction of All Projects}}$$

Total Construction of all Projects - \$42,961,050

External Water Improvements $CR = \frac{18,997,000}{42,961,050} = .4422$

External Wastewater Improvements $CR = \frac{23,964,050}{42,961,050} = .5578$

District Share of Debt Service Payment calculated as follows for each project:

	<u>Pro rata share</u>	<u>X</u>	<u>CR</u>	<u>X</u>	<u>DSP</u>
External Water Improvements	24.27%	X	.4422	X	DSP
External Wastewater Improvements	9.66%	X	.5578	X	DSP

EXHIBIT D
To Utility Contract

FEEs FROM SALE OF WATER AND/OR SEWER TAPS

("Capital Recovery" Fee)

A base fee of \$2,000 per living unit equivalent for each combined water and wastewater tap sold by the Northtown Municipal Utility District No. 1 and purchased by any person shall be charged and collected by the District for all taps on any residential, office, retail, commercial or industrial property. The number of living unit equivalents shall be determined by the meter size of the tap requested as shown in Table 1. The method of calculating LUE's shown in Table 1 shall be applicable only to the fees defined in this Exhibit. The base fee shall be increased or decreased for single-family detached residences as indicated in Table 2 below.

An offset to the fee, as calculated in Table 3, shall be allowed in the amount of \$1,275.30 per LUE to purchasers of combined taps which will be installed within the territorial boundaries of the District. Such offset takes into consideration the purchaser's share of the District's pro-rata share of the Contract Bonds plus soft costs per LUE associated with the District's pro-rata share of the Contract Bonds. The offset to the fee shall be recalculated if the total number of LUE's, the dollar amount of Contract Bonds, or the District's pro-rata share of the Contract Bonds changes.

The offset shall be calculated as follows:

$$A = \frac{d}{I}$$

Where:

- A = Offset to fee from sale of water and/or sewer taps.
- d = The ten year sum of the District's Pro Rata share of the Contract Bond Debt Service Requirement, including both Principal and Interest, after adjusting for the District's Pro Rata share of interest earnings from the Reserve Fund.
- I = The total number of LUE's projected to be in use within the District at full buildout.

EXHIBIT E
to Creation and Operation Agreement

TABLE 1

Meter Size	Living Unit Equivalent
5/8"	1
3/4"	1.5
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25
6"	80
8"	140
10"	220
12"	270

EXHIBIT "E"
to Creation and Operation Agreement

TABLE 2

Square Feet of Floor Area	Fee
2401 or more	\$2,500 per LUE
2301 - 2400	2,400
2201 - 2300	2,300
2101 - 2200	2,200
2001 - 2100	2,100
1901 - 2000	2,000
1801 - 1900	1,900
1701 - 1800	1,800
1601 - 1700	1,700
1501 - 1600	1,600
1401 - 1500	1,500
1301 - 1400	1,400
1201 - 1300	1,300
1101 - 1200	1,200
1001 - 1100	1,100
901 - 1000	1,000
801 - 900	900
701 - 800	800
601 - 700	700
501 - 600	600
500 or less	500

Square footage excludes garages and carports.

NORTHTOWN MUD #1
CAPITAL RECOVERY FEE OFFSET CALCULATION

Table 3

	<u>Annual Contract Bond Debt Service</u>	<u>Net Debt Service</u>	<u>Districts Share (16.12%)</u>
1987	5,040,000	-0-	-0-
1988	7,061,250	-0-	-0-
1989	7,061,250	6,200,250	999,481
1990	7,061,250	6,200,250	999,481
1991	7,861,250	7,000,250	1,128,440
1992	8,177,250	7,316,250	1,179,380
1993	8,151,250	7,290,250	1,175,188
1994	8,189,750	7,328,750	1,181,395
1995	8,159,875	7,298,875	1,176,579
1996	8,167,000	7,306,000	<u>1,177,727</u>
			<u>\$9,017,671</u>

Total District Contribution \$9,017,671
Total LUE's (at buildout) 7,071

Debt Service
Offset per LUE \$1,275.30

EXHIBIT "E"
TO CREATION AND OPERATION AGREEMENT

SURCHARGE CALCULATIONS

Surcharge calculations based on $A = P \frac{i(1+i)^n}{(1+i)^n - 1}$

Monthly Surcharge
Per DUE = $\frac{A}{12 \times \text{No. of Equivalent Residential Units}}$

A = Total yearly debt service assuming full buildout.

i = Average annual effective bond interest rate.

n = Number of years in debt retirement period, exclusive of two years of capitalized interest.

P = Total projected bond amount including all construction, engineering and contingencies.

DUE's = "Dwelling Unit Equivalents" which shall be calculated in the following manner:

Land Use	DUE
Single Family Detached	1.0 x each house
Duplex, Townhouse, POD	1.0 x each unit
Apartment/Condominium	1.0 x each unit
Office, Retail, Commercial, Industrial	10.9 x each acre

Calculation:

Water	\$2,230,305
Wastewater	3,224,458
Int./Drainage	1,898,921
Contingency	735,368
Engineering	811,914
	<u>\$8,900,966</u>

10,460 DUE's

Total Hard Costs = \$ 9,773,618 (1)
Total Bonds = \$17,750,000

= .55

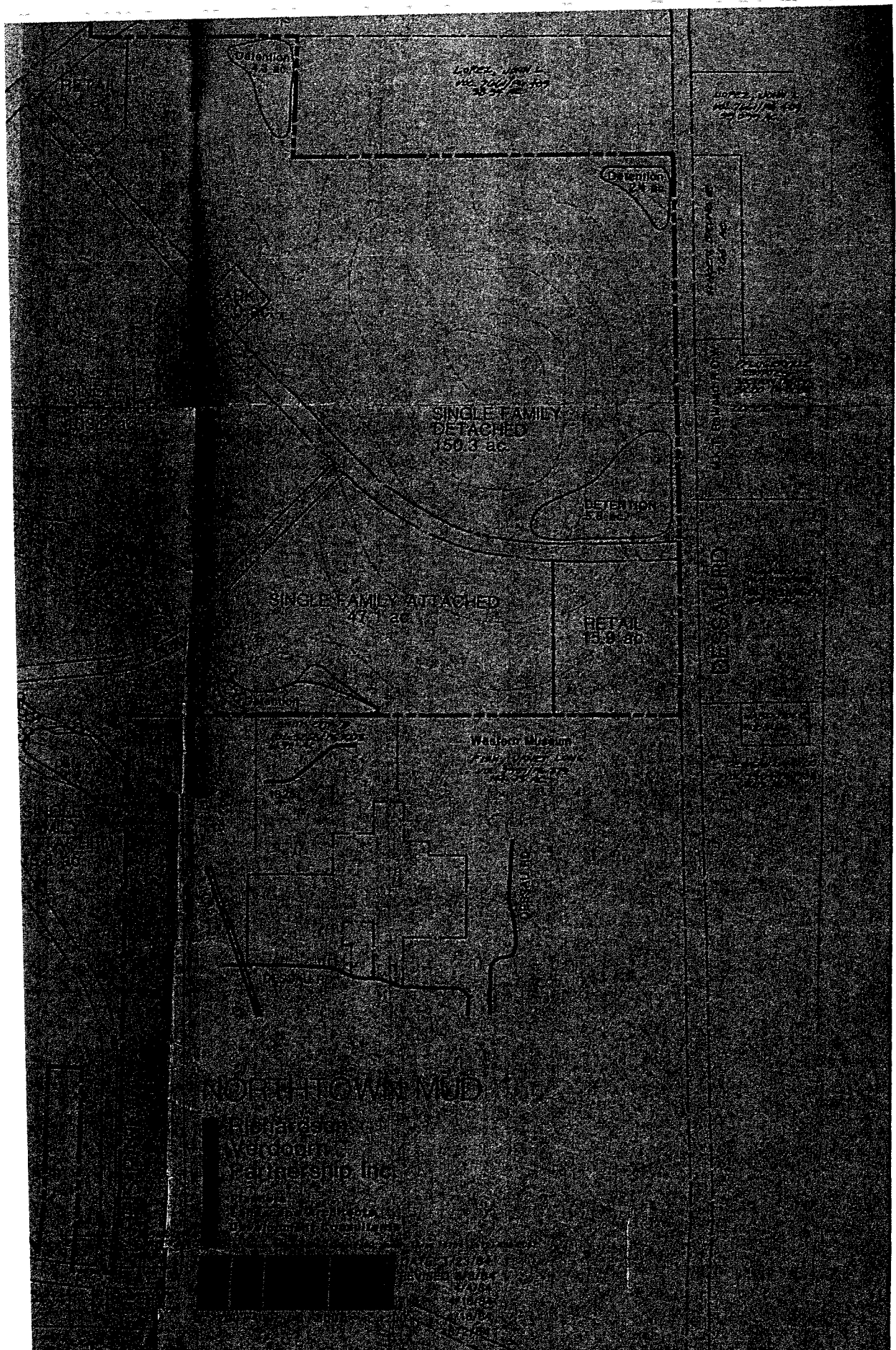
(1) Includes both internal District items (\$8,900,966) and external facilities which will be financed by District Bonds (\$872,652).

Surcharge Calculation

\$8,900,966 ÷ .55
16,183,574.54 x .13224
2,140,115.897 ÷ 12
178,342.99 ÷ 10460 = \$17.05

Therefore, the surcharge shall be \$17.05 per DUE unless a recalculation of the surcharge is required as provided in this agreement.

EXHIBIT "F"
TO CREATION AND OPERATION AGREEMENT



PARKLAND FACILITIES

Olympic Pool & Bathhouse (50 Meters)	1,200,000
Multi-purpose fields (softball, soccer, football)	25,000
Basketballs courts incl. lighting & fencing (4 units)	200,000
Roads/walks/parking	200,000
Picnic area with shelter, tables, BBQ units	65,000
Restrooms (2)	40,000
Water and sewer line extensions/hose bibs	25,000
Landscaping including plant materials, top soil, etc.	15,000
TOTAL	1,770,000

EXHIBIT H

ORDINANCE NO. 840503-0

AN ORDINANCE GRANTING THE CONSENT OF THE CITY OF AUSTIN TO THE CREATION OF THE NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1, SUBJECT TO VARIOUS TERMS AND CONDITIONS; SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.016 of the Texas Water Code, the City Council of the City of Austin (hereinafter referred to as the "City") has adopted Ordinance No. 81 0819-E (hereinafter referred to as the "Ordinance") establishing a municipal utility district policy for the City related to the City's growth management plan, known as the Austin Tomorrow Comprehensive Plan, as adopted by the City Council of the City on February 15, 1979; and,

WHEREAS, a petition for the consent of the City to the creation of a municipal utility district to be known as Northtown Municipal Utility District No. 1 (hereinafter referred to as the "District") has been filed with the City; and,

WHEREAS, the land to be included in the proposed District lies within Growth Management Area III, the preferred growth corridor of the City, as designated in the Austin Tomorrow Comprehensive Plan; and,

WHEREAS, the City Council of the City has evaluated the petition for its consent to the creation of the District in accordance with the policy set forth in the Ordinance and has determined that the proposed District conforms to such policy; and,

WHEREAS, on April 5, 1984, the City Council granted preliminary consent to creation of the District subject to finalization of the agreement granting consent and the contract in regard to utility construction; and,

WHEREAS, such documents have been prepared to provide consent according to various terms and conditions; Now, Therefore,

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

PART 1. That the City of Austin hereby grants: (a) its consent to the inclusion of certain land within Northtown Municipal Utility District No. 1; (b) its consent to the creation of the District; and, (c) its consent to the issuance of bonds by the District subject to the following terms and conditions:

(1) That the City and the District shall enter into and execute the agreement entitled "Agreement Concerning Creation and Operation of

Northtown Municipal Utility District No. 1" attached hereto as Exhibit "1", which is incorporated herein by this reference and made a part hereof for all purposes. The City Manager of the City is hereby authorized and directed to execute such agreement on behalf of the City.

(2) That the District is granted an exception to the Ordinance by granting the District the authority to issue bonds and to make surcharge calculations for all internal drainage facilities built by the District to the extent permitted by the Texas Water Commission, but in any case, Joint Venture, as described in Exhibit "1", shall pay thirty percent (30%) of the costs of the internal drainage facilities as required by the Water District Ordinance.

(3) That the City and the District shall enter into and execute the contract entitled "Utility Construction Contract between the City of Austin, Texas and Northtown Municipal Utility District No. 1" attached hereto as Exhibit "2", which is incorporated herein by this reference and made a part hereof for all purposes. The City Manager of the City is hereby authorized and directed to execute such contract on behalf of the City.

(4) That the District shall not furnish water or sewer service to any customer in any subdivision unless such subdivision complies with all applicable subdivision ordinances of the City and the Austin Tomorrow Comprehensive Plan.

(5) That, unless specifically approved by resolution of the City Council of the City, no bonds or notes, other than bond anticipation notes, may be issued by the District without the taking of competitive bids therefor.

(6) That no owners of land within the District shall be encouraged by the District, 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.

(7) That any restrictions by the City on the terms and provisions of the District's bonds and notes issued to provide facilities and services and any conditions imposed on the sale of the District's bonds and notes shall not render such bonds and notes unmarketable; and

(8) That the City shall have the right to request and receive an audit and to inspect the books and records of the District at any time during normal business hours.

PART 2. That the City Clerk of the City is hereby directed to file a copy of this Ordinance in the permanent records of his office.

PART 3. That the rule requiring the reading of ordinances on three separate days is hereby suspended, and this ordinance shall become


effective ten (10) days following the date of its passage as provided by the Charter of the City of Austin.

PASSED AND APPROVED:

May 3

, 1984

§
§
§
§



Ron Mullen
Mayor

APPROVED:



Paul C. Isham
City Attorney

ATTEST:



James E. Aldridge
City Clerk

16APR84

LW:mst

**FIRST AMENDMENT TO THE AGREEMENT
CONCERNING CREATION AND OPERATION OF
NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1**

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

THAT this Amendment Agreement is made and entered into as of the 16th day of April, 1990, by and among the City of Austin, Texas ("City"), a home rule city, located in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; Northtown Municipal Utility District No. 1, ("District") a political subdivision of the State of Texas created and operating pursuant to Chapters 50 and 54 of the Texas Water Code; and Bill Milburn, Inc. (hereinafter referred to as "Milburn").

RECITALS

WHEREAS, the District, the City and Milburn entered into that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 (the "Consent Agreement") on August 14, 1985, which provided for, among other things, the provision of water and wastewater utility services and financing for system improvements for same; and

WHEREAS, the District now desires to delete that certain requirement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates;

NOW, THEREFORE, the City, the District, and Milburn agree as follows:

I.
ARTICLE I

- A. The last sentence of Article I, Section A of the Consent Agreement shall be and is hereby amended by deleting the period at the end thereof and adding the following proviso:

"... provided, however, that, unless otherwise required by state law, the requirement for the District to collect from each customer of the District a special water and sewer rate before annexation in addition to its normal water and wastewater rates, as set forth in Part II, Sec. IV, Subpart D of the Water District Ordinance or as set forth in Subpart (c) of Sec. 13-4-8 of City's Land Development Code, or any amendment thereof, shall not be a condition of this Agreement."

- B. Article III, Sec. C(2) of the Consent Agreement shall be and is hereby amended by deleting the first sentence thereof in its entirety.
- C. Article IV, Sec. B(2) shall be and is hereby deleted in its entirety.
- D. Article VIII, Sec. F of the Consent Agreement shall be and is hereby amended to read in its entirety as follows:

"Unless otherwise prohibited by applicable law, the City may charge and collect a special water and sewer rate in the amount of \$17.05 per month from each single family dwelling unit or its equivalent to which water and sewer services are provided after the City has annexed the District and assumed the District's obligations. Such special rate after annexation shall be assessed and collected in the manner specified above. The special rate shall be charged in addition to the City's normal water and sewer rates, as authorized by Section 54.016 (h) of the Texas Water Code, until the bonded indebtedness of the District has been retired. If the total principal amount of bonds for District facilities is greater or less than the total estimated amount of bonds which was used to calculate the special rate, or if it becomes evident as a result of the subdivision process that the total number of single family units or their equivalents within the District will be greater or less than the total number used to calculate the special rate, the City shall recalculate the special rate accordingly, and such recalculated special rate shall be charged and collected as provided herein. It is specifically acknowledged and agreed that the special rate described above has been calculated and that any recalculation thereof shall be calculated as provided in the

Water District Ordinance for Growth Area III, Extraterritorial Jurisdiction 0-2 miles. Each purchaser of land within the District shall be furnished by the Joint Venture, or its successors or assigns, prior to the final closing of the sale and purchase, a separate written notice executed and acknowledged by the seller which shall contain the information required by Section 54.016(h)(4)(A) of the Texas Water Code. The District shall comply with Section 54.016(h)(4)(B) of the Texas Water Code.

ARTICLE II

Except as otherwise expressly provided herein, all other provisions of the Consent Agreement, as amended to the date hereof, shall be and remain in full force and effect as written.

EXECUTED, in multiple copies, each of which shall constitute an original, this 16th day of April, 1990.

ATTEST:

By: James E. Aldridge
James E. Aldridge
City Clerk

CITY OF AUSTIN, TEXAS

By: Sydney C. Marshall
Title: Assistant City Manager
Executed on April 16, 1990

ATTEST:

By: Ashton Cumberbatch, Jr.
Secretary, Ashton Cumberbatch, Jr.
Board of Directors

NORTHTOWN MUNICIPAL UTILITY
DISTRICT NO. 1

By: Robert M. Tiemann
President, Robert M. Tiemann
Board of Directors

Executed on February 26, 1990

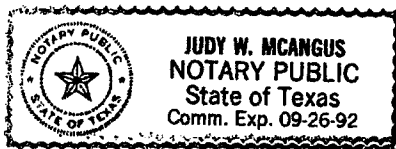
BILL MILBURN, INC.

By: Joseph A. DiQuinzio, Jr.
~~Bill Milburn, President~~
JOSEPH A. DIQUINZIO, JR., VICE PRESIDENT
Executed on MARCH 19, 1990

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 26th day of February, 1990, by Robert M. Tiemann, as President of NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1, a municipal utility district, on behalf of said district.

(SEAL)



Judy W. McAngus
Notary Public, State of Texas

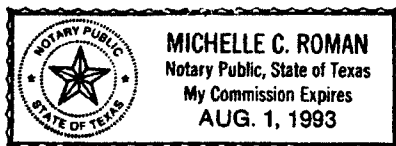
Judy W. McAngus
Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 19th day of March, 1990, by Bill Milburn, as Vice President of Bill Milburn, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



Michelle C. Roman
Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires:

5114

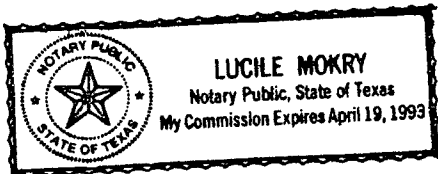
APPROVED AS TO FORM:

John M. Frensdorff
ASSISTANT CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 16th day
of April, 1990, by Byron C. Marshall, as
Assistant City Manager of CITY OF AUSTIN, Texas, a
municipal corporation, on behalf of said municipal corporation.

(SEAL)



Lucile Mokry
Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires: _____

5114

ORDINANCE NO. 900208-G

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE AGREEMENT CONCERNING CREATION AND OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1; DELETING THE REQUIREMENT THAT THE DISTRICT CHARGE A SPECIAL WATER AND SEWER RATE BEFORE ANNEXATION; WAIVING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE (3) SEPARATE DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Austin ("City") consented to the creation of Northtown Municipal Utility District No. 1 ("District") on August 31, 1984 and authorized the execution of the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 ("the Consent Agreement"); and

WHEREAS, the District has requested and City has agreed to delete that certain requirement in the Consent Agreement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates; NOW, THEREFORE,

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

PART 1. That the First Amendment to the Agreement concerning Creation and Operation of Northtown Municipal Utility District No. 1 ("the First Amendment"), the form and substance of which is attached hereto as Exhibit "A" and made a part hereof, which deletes the requirement for collection by the District of a special water and sewer rate before annexation is hereby approved.

PART 2. The City Manager is hereby authorized to execute such First Amendment Agreement and to do all things necessary to carry out such Agreement.

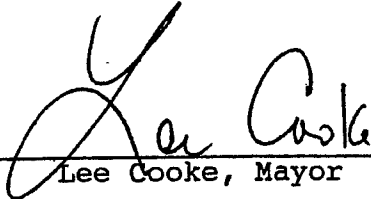
PART 3. The requirement imposed by Section 2-2-3 of the Austin City Code of 1981, that ordinances be read on three (3) separate days shall be, and hereby is, waived by the affirmative vote of five (5) members of the City Council to pass this ordinance through more than one reading on a single vote.

PART 4. This Ordinance shall become effective ten (10) days following the date of its passage, as provided by the Charter of the City of Austin.

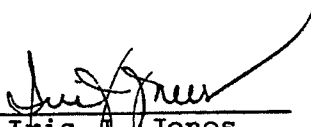
PASSED AND APPROVED:

February 8, 1990

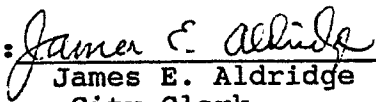
§
§
§


Lee Cooke, Mayor

APPROVED:


Iris G. Jones
Acting City Attorney

ATTEST:


James E. Aldridge
City Clerk

JAN90
JMT/scy
5090

DRAFT

**FIRST AMENDMENT TO THE AGREEMENT
CONCERNING CREATION AND OPERATION OF
NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1**

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

THAT this Amendment Agreement is made and entered into as of the _____ day of _____, 19____, by and among the City of Austin, Texas ("City"), a home rule city, located in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; Northtown Municipal Utility District No. 1, ("District") a political subdivision of the State of Texas created and operating pursuant to Chapters 50 and 54 of the Texas Water Code; and Bill Milburn, Inc. (hereinafter referred to as "Milburn").

RECITALS

WHEREAS, the District, the City and Milburn entered into that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 (the "Consent Agreement") on August 14, 1985, which provided for, among other things, the provision of water and wastewater utility services and financing for system improvements for same; and

WHEREAS, the District now desires to delete that certain requirement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates;

NOW, THEREFORE, the City, the District, and Milburn agree as follows:

**I.
ARTICLE I**

- A. The last sentence of Article I, Section A of the Consent Agreement shall be and is hereby amended by deleting the period at the end thereof and adding the following proviso:

EXHIBIT "A"

"... provided, however, that, unless otherwise required by state law, the requirement for the District to collect from each customer of the District a special water and sewer rate before annexation in addition to its normal water and wastewater rates, as set forth in Part II, Sec. IV, Subpart D of the Water District Ordinance or as set forth in Subpart (c) of Sec. 13-4-8 of City's Land Development Code, or any amendment thereof, shall not be a condition of this Agreement."

- B. Article III, Sec. C(2) of the Consent Agreement shall be and is hereby amended by deleting the first sentence thereof in its entirety.
- C. Article IV, Sec. B(2) shall be and is hereby deleted in its entirety.
- D. Article VIII, Sec. F of the Consent Agreement shall be and is hereby amended to read in its entirety as follows:

"Unless otherwise prohibited by applicable law, the City may charge and collect a special water and sewer rate in the amount of \$17.05 per month from each single family dwelling unit or its equivalent to which water and sewer services are provided after the City has annexed the District and assumed the District's obligations. Such special rate after annexation shall be assessed and collected in the manner specified above. The special rate shall be charged in addition to the City's normal water and sewer rates, as authorized by Section 54.016 (h) of the Texas Water Code, until the bonded indebtedness of the District has been retired. If the total principal amount of bonds for District facilities is greater or less than the total estimated amount of bonds which was used to calculate the special rate, or if it becomes evident as a result of the subdivision process that the total number of single family units or their equivalents within the District will be greater or less than the total number used to calculate the special rate, the City shall recalculate the special rate accordingly, and such recalculated special rate shall be charged and collected as provided herein. It is specifically acknowledged and agreed that the special rate described above has been calculated and that any recalculation thereof shall be calculated as provided in the

Water District Ordinance for Growth Area III, Extraterritorial Jurisdiction 0-2 miles. Each purchaser of land within the District shall be furnished by the Joint Venture, or its successors or assigns, prior to the final closing of the sale and purchase, a separate written notice executed and acknowledged by the seller which shall contain the information required by Section 54.016(h)(4)(A) of the Texas Water Code. The District shall comply with Section 54.016(h)(4)(B) of the Texas Water Code.

ARTICLE II

Except as otherwise expressly provided herein, all other provisions of the Consent Agreement, as amended to the date hereof, shall be and remain in full force and effect as written.

EXECUTED, in multiple copies, each of which shall constitute an original, this _____ day of _____, 19__.

ATTEST:

CITY OF AUSTIN, TEXAS

By: _____
James E. Aldridge
City Clerk

By: _____

Title: _____

Executed on _____, 19__

ATTEST:

NORTHTOWN MUNICIPAL UTILITY
DISTRICT NO. 1

By: _____
Secretary,
Board of Directors

By: _____
President,
Board of Directors

Executed on _____, 19__

BILL MILBURN, INC.

By: _____
Bill Milburn, President

Executed on _____, 19__

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 19__, by _____ of NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1, a municipal utility district, on behalf of said district.

(SEAL)

Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 19__, by Bill Milburn, as President of Bill Milburn, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

Typed/Printed Name of Notary

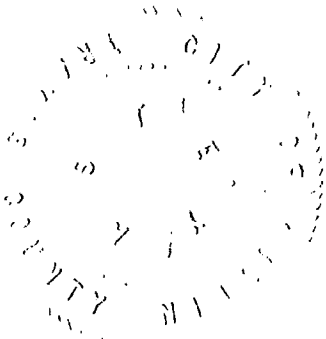
My Commission Expires:


5114

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, James E. Aldridge, City Clerk of the City of Austin, Texas,
do hereby certify that the foregoing instrument is a true and correct
copy of Ordinance No. 900208-G, consisting of 6 page(s),
passed by the City Council of Austin, Texas, at a regular meeting on the
8th day of February, 19 90, as on file in the
City Clerk's Office this 17th day of March, 19 94.





JAMES E. ALDRIDGE
CITY CLERK, CITY OF AUSTIN, TEXAS

**SECOND AMENDMENT TO THE AGREEMENT
CONCERNING CREATION AND OPERATION OF
NORTHTOWN MUNICIPAL UTILITY DISTRICT**

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

THAT this Amendment Agreement is made and entered into as of the 1st day of December, 1993, by and among the City of Austin, Texas ("City"), a home rule city, located in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; Northtown Municipal Utility District ("District") a political subdivision of the State of Texas created and operating pursuant to Chapters 50 and 54 of the Texas Water Code; and Milburn Investments, Inc. (hereinafter referred to as "MII").

R E C I T A L S

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture entered into that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1" (the "Consent Agreement") which provided for, among other things, the provision of water and wastewater utility services and financing for system improvements for same;

WHEREAS, the District, the City and MII's predecessor, Bill Milburn, Inc. entered into that certain "First Amendment To The Agreement Concerning Creation and Operation of Northtown Municipal Utility District (the "Amendment") to delete that certain requirement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates;

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture, entered into that certain "Utility Construction Contract Between the City of Austin and Northtown Municipal Utility District No. 1" (the "Utility Construction Contract"); and

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture, entered into that certain First Amendment To The Utility Construction Contract Between The City of Austin and Northtown Municipal Utility District on April 16, 1990 (the "First Amendment To Utility Construction Contract");

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the City, the District, and MII agree to amend the Consent Agreement in the following regards:

ARTICLE I

- A. Article V is amended by adding the following Section D:

"As used in this Consent Agreement, the term "developer" shall mean any person who owns land located in the District and who has divided or proposes to divide the land into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, and streets, alleys, or parks, or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto. In order to assure the orderly development of lands within the District, to apply uniform standards to all developers within the District, to protect and to preserve the integrity of the land use plan which is the basis for the determination of the water, sewer, and drainage service requirements within the District, the City and the District acknowledge and agree as follows:

1. Prior to agreeing to accept water, sewer, and drainage facilities for operation and maintenance, or agreeing to provide water or sewer services to a new subdivision, the District will require that the developer whose property is being served by those facilities will execute an agreement containing substantially the same requirements as those imposed under this Consent Agreement, as amended, and that such agreement shall be formalized and recorded as a deed restriction which runs with the land.

2. Prior to granting approval of a subdivision plat of the property within the District, the City shall request the developer or owner of the property within the proposed subdivision to produce documentation that the developer has entered into the agreement with District as referenced in the above-referenced paragraph."

ARTICLE II

- A. Article XII, Section E is hereby deleted in its entirety.

- B. Article XII, Section F1 shall be and is hereby amended by deleting the second, third and fourth sentences in their entirety and by revising the last sentence, which reads as follows:

"The District and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the parkland to be so dedicated."

- C. Article XII, Section F1 shall be and is hereby amended by adding a new paragraph that follows the words "parkland to be so dedicated", which reads as follows:

"MII shall have no obligation to donate parkland if, prior to the receipt of proceeds from the District's first bond issue, MII dedicates to the District the parkland designated on the Land Plan which is owned by MII and pays to the District a sum of \$80,400.00. MII specifically agrees that it will not utilize bond proceeds to any extent to fund this contribution. The parties hereby acknowledge and agree that the District has on all dwelling units receiving water and sewer taps after November 23, 1992 the right, to the extent authorized by applicable law, to impose a \$300 fee at the time the water and sewer tap is made, and that the District shall have discretion to utilize the proceeds from the fee to acquire and improve parks, open space and property for reclamation. If this fee is ever struck down by a court, then park development funds will be paid to the District by the developer at the time of each District bond sale, wherein the recipients of the bond proceeds will donate an amount equivalent to 15% of the total bond issue, until a total donation of \$1,770,000 is received by the District.

- D. Article XII, Section I is hereby added and reads as follows:

"Should MII purchase and develop additional land over and above that currently owned by MII, then such land will be subject to the Land Plan referenced in Exhibit "G" to the Consent Agreement and all other provisions of the Consent Agreement.

- E. Article XII, Section J is hereby added and reads as follows:

"Before a developer may obtain final plat approval for any land within the District, the developer must dedicate to the District all parkland, school sites and fire station sites shown on the land plan to be on any portion of the developer's land situated in the District."

- F. Article XII, Section K is hereby added and reads as follows:

"Nothing in this section shall affect MII's obligation under Article XII, Section D of the Consent Agreement which shall remain in force and effect."

- G. Article XII, Section G shall be deleted in its entirety.

- H. The Land Plan attached hereto as Exhibit "G" is hereby substituted for the original Land Plan attached as Exhibit "G" to the Consent Agreement. All references to Land Plan after the date of this Second Amendment shall refer to the revised Land Plan.

ARTICLE III

Except as otherwise expressly provided herein, all other provisions of the Consent Agreement, as amended to the date hereof, shall be and remain in full force and effect as written.

EXECUTED, in multiple copies, each of which shall constitute an original, this 1st day of December, 1993.

ATTEST:

CITY OF AUSTIN, TEXAS

By: James E. Aldridge
James E. Aldridge
City Clerk

By: Juan G. Rodriguez *ok just*
Title: Administrator for Dev. Services
Executed on 12-1, 1993

ATTEST:

By: Cheryl Mize
Secretary
Board of Directors

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

By: Texana Kowis
Texana Kowis
President
Board of Directors

Executed on 11-22, 19 93

MILBURN INVESTMENTS, INC.

By: [Signature]

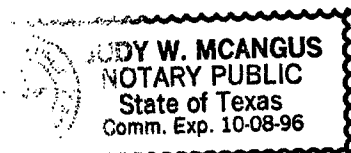
Executed on 11-17, 19 93

a:nort(4).006

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 22nd
day of November, 19 93, by Texana Kowis, as President of
NORTHTOWN MUNICIPAL UTILITY DISTRICT, a municipal utility district,
on behalf of said district.

(SEAL)



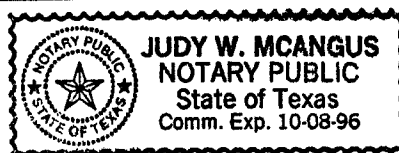
Judy W. McAngus
Notary Public, State of Texas

Judy W. McAngus
Typed/Printed Name of Notary

My Commission Expires:

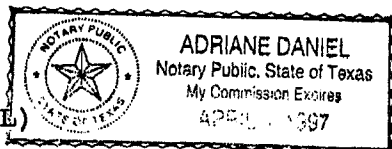
10-08-96

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



This instrument was acknowledged before me on this the 17th
day of November, 19 93, by Joseph A. D. Quinzio Jr., as
Vice President of **MILBURN INVESTMENTS, INC.**, a Texas corporation,
on behalf of said corporation.

(SEAL)



Adriane Daniel
Notary Public, State of Texas

Typed/Printed Name of Notary

My Commission Expires:

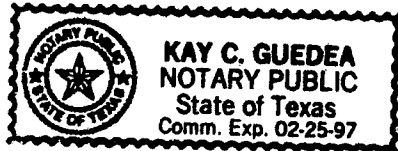
APPROVED AS TO FORM:

John M. Kennedy
Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 1st
day of December, 1993, by Oscar S. Rodriguez, as
Administrator of Development Services **CITY OF AUSTIN**, a Texas municipal
corporation, on behalf of said municipal corporation.

(SEAL)



Kay C. Guedea
Notary Public, State of Texas

KAY C. Guedea
Typed/Printed Name of Notary

My Commission Expires:

02/25/97

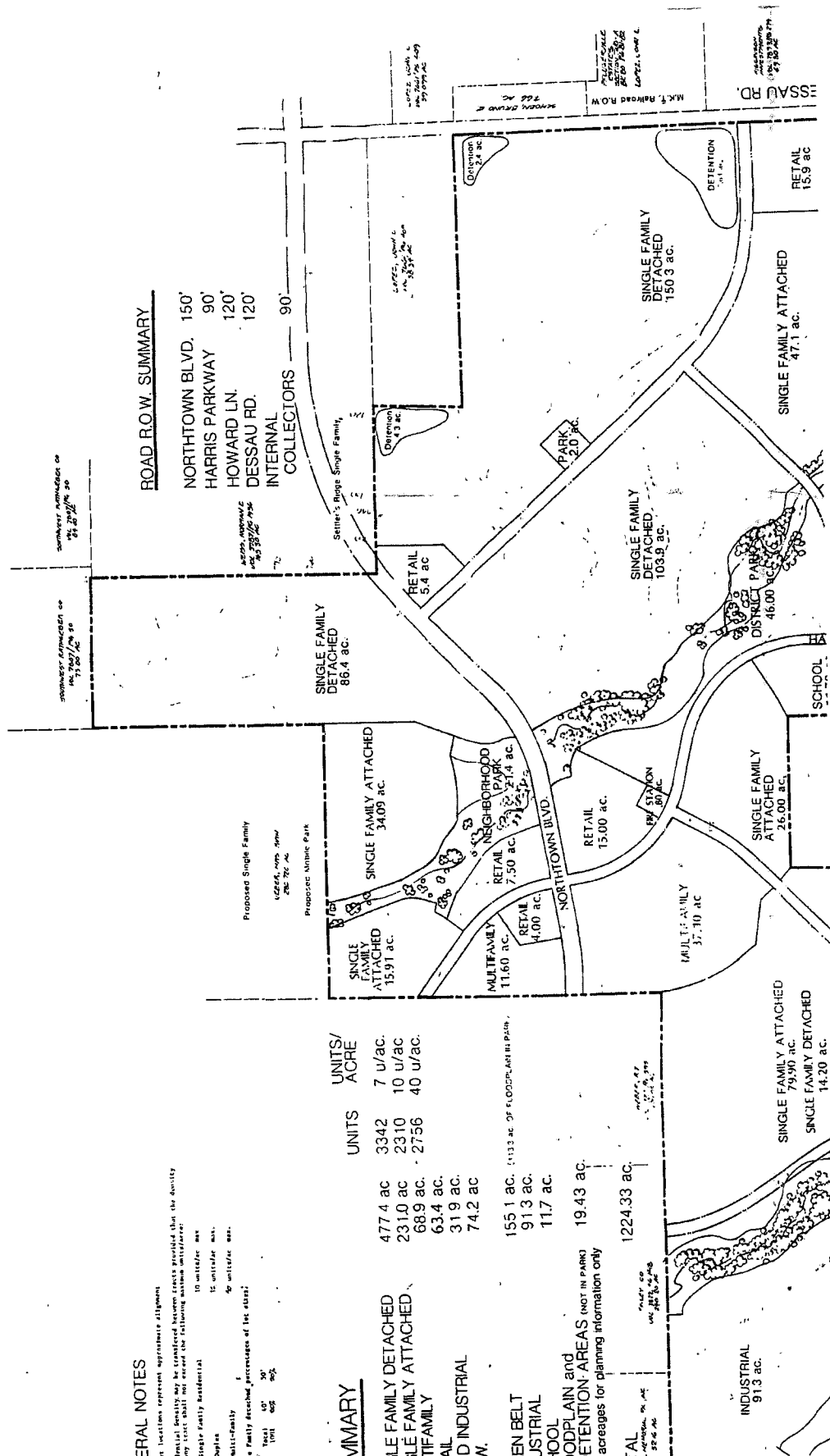
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ROAD R.O.W. SUMMARY

Tract locations represent approximate alignment

- | | 10 units/ac max | 1% units/ac max | 40 units/ac max |
|---------------------------|-----------------|-----------------|-----------------|
| Single Family Residential | | | |
| Duplex | | | |

UNITS/ACRE	UNITS	UNITS/ACRE
GLE FAMILY DETACHED	477.4 ac	155.1 ac.
GLE FAMILY ATTACHED	231.0 ac	91.3 ac.
- 11 FAMILY	68.9 ac.	11.7 ac.
RAIL	63.4 ac.	
' D INDUSTRIAL	31.9 ac.	
W.	74.2 ac.	
EEN BELT		
INDUSTRIAL		
HOOL		
ODPLAIN and		
RETENTION AREAS (NOT IN PARK)	19.43 ac.	
: acreages for planning information only		
TAI		1224.33 ac.



ORDINANCE NO. 93 1014-C

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE AGREEMENT CONCERNING CREATION AND OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT NO. 1; APPROVING REVISED TERMS FOR DEVELOPMENT OF LANDS WITHIN THE DISTRICT; APPROVING AMENDMENT OF THE APPROVED LAND PLAN; APPROVING AMENDMENT OF PROVISIONS FOR DEDICATION OF LAND AND OTHER FACILITIES; WAIVING THE REQUIREMENTS OF SECTION 2-2-3 OF THE AUSTIN CITY CODE OF 1992 REGARDING THE PRESENTATION AND ADOPTION OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Austin ("City") consented to the creation of Northtown Municipal Utility District No. 1 ("the District") on August 31, 1984, and authorized the execution by and among the City, the District and the Pflugerville Joint Venture, the original developer of the District ("the Joint Venture") of that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1" ("the Consent Agreement") which provided, among other things, terms and conditions for provision of water and sewer service to the District, and requirements for development of land within the District including, without limitation, requirements for dedication of parkland and other facilities; and

WHEREAS, the District, the City and Bill Milburn Company, successor in interest to the rights of the Joint Venture ("Milburn"), entered into that certain "First Amendment to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1" ("the First Amendment") to delete that certain requirement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates; and

WHEREAS, the District and Milburn Investments, Inc., successor in interest to the Bill Milburn Company ("MII"), have requested and the City has agreed to amend the Consent Agreement, among other things, to modify certain terms and conditions for development of lands within the District, to amend the approved Land Plan of the District, and to modify the terms and conditions for dedication of parkland and other facilities District; NOW, THEREFORE,

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

PART 1. That the Second Amendment to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 ("the Second Amendment"), the form and substance of which is attached hereto as Exhibit "A" and made a part hereof, which modifies terms and conditions for

development of lands within the District, amends the approved Land Plan, and modifies terms and conditions for dedication of parkland and other facilities, is hereby approved.

PART 2. That the City Manager is hereby authorized to execute such Second Amendment and to do all things necessary to implement and carry out the provisions of such Second Amendment.

PART 3. That the requirements imposed by Section 2-2-3 of the Austin City Code of 1992 regarding the presentation and adoption of ordinances be and are hereby waived by the affirmative vote of five (5) members of the City Council.

PART 4. That this ordinance shall become effective ten (10) days following the date of its passage as provided by the Charter of the City of Austin.

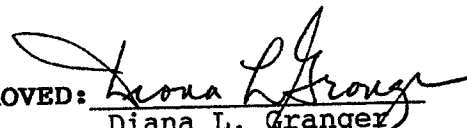
PASSED AND APPROVED:

October 14, 1993.

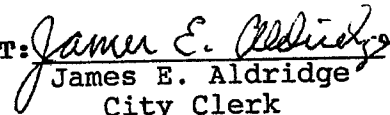
§
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§
§


Bruce Todd
Mayor

APPROVED:


Diana L. Granger
City Attorney

ATTEST:


James E. Aldridge
City Clerk

JMT/jmt

SECOND AMENDMENT TO THE AGREEMENT
CONCERNING CREATION AND OPERATION OF
NORTHTOWN MUNICIPAL UTILITY DISTRICT

DRAFT

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

THAT this Amendment Agreement is made and entered into as of the _____ day of _____, 19____, by and among the City of Austin, Texas ("City"), a home rule city, located in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; Northtown Municipal Utility District ("District") a political subdivision of the State of Texas created and operating pursuant to Chapters 50 and 54 of the Texas Water Code; and Milburn Investments, Inc. (hereinafter referred to as "MII").

R E C I T A L S

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture entered into that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1" (the "Consent Agreement") which provided for, among other things, the provision of water and wastewater utility services and financing for system improvements for same;

WHEREAS, the District, the City and MII's predecessor, Bill Milburn, Inc. entered into that certain "First Amendment To The Agreement Concerning Creation and Operation of Northtown Municipal Utility District (the "Amendment") to delete that certain requirement that the District collect from each customer of the District a special water and sewer rate before annexation in addition to normal water and wastewater rates;

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture, entered into that certain "Utility Construction Contract Between the City of Austin and Northtown Municipal Utility District No. 1" (the "Utility Construction Contract"); and

WHEREAS, the District, the City and MII's predecessor, Pflugerville Joint Venture, entered into that certain First Amendment To The Utility Construction Contract Between The City of Austin and Northtown Municipal Utility District on April 16, 1990 (the "First Amendment To Utility Construction Contract");

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the City, the District, and MII agree to amend the Consent Agreement in the following regards:

EXHIBIT A

ARTICLE I

- A. Article V is amended by adding the following Section D:

"As used in this Consent Agreement, the term "developer" shall mean any person who owns land located in the District and who has divided or proposes to divide the land into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, and streets, alleys, or parks, or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto. In order to assure the orderly development of lands within the District, to apply uniform standards to all developers within the District, to protect and to preserve the integrity of the land use plan which is the basis for the determination of the water, sewer, and drainage service requirements within the District, the City and the District acknowledge and agree as follows:

1. Prior to agreeing to accept water, sewer, and drainage facilities for operation and maintenance, or agreeing to provide water or sewer services to a new subdivision, the District will require that the developer whose property is being served by those facilities will execute an agreement containing substantially the same requirements as those imposed under this Consent Agreement, as amended, and that such agreement shall be formalized and recorded as a deed restriction which runs with the land.

2. Prior to granting approval of a subdivision plat of the property within the District, the City shall request the developer or owner of the property within the proposed subdivision to produce documentation that the developer has entered into the agreement with District as referenced in the above-referenced paragraph."

ARTICLE II

- A. Article XII, Section E is hereby deleted in its entirety.

- B. Article XII, Section F1 shall be and is hereby amended by deleting the second, third and fourth sentences in their entirety and by revising the last sentence, which reads as follows:

"The District and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the parkland to be so dedicated."

- C. Article XII, Section F1 shall be and is hereby amended by adding a new paragraph that follows the words "parkland to be so dedicated", which reads as follows:

"MII shall have no obligation to donate parkland if, prior to the receipt of proceeds from the District's first bond issue, MII dedicates to the District the parkland designated on the Land Plan which is owned by MII and pays to the District a sum of \$80,400.00. MII specifically agrees that it will not utilize bond proceeds to any extent to fund this contribution. The parties hereby acknowledge and agree that the District has on all dwelling units receiving water and sewer taps after November 23, 1992 the right, to the extent authorized by applicable law, to impose a \$300 fee at the time the water and sewer tap is made, and that the District shall have discretion to utilize the proceeds from the fee to acquire and improve parks, open space and property for reclamation. If this fee is ever struck down by a court, then park development funds will be paid to the District by the developer at the time of each District bond sale, wherein the recipients of the bond proceeds will donate an amount equivalent to 15% of the total bond issue, until a total donation of \$1,770,000 is received by the District.

- D. Article XII, Section I is hereby added and reads as follows:

"Should MII purchase and develop additional land over and above that currently owned by MII, then such land will be subject to the Land Plan referenced in Exhibit "G" to the Consent Agreement and all other provisions of the Consent Agreement.

E. Article XII, Section J is hereby added and reads as follows:

"Before a developer may obtain final plat approval for any land within the District, the developer must dedicate to the District all parkland, school sites and fire station sites shown on the land plan to be on any portion of the developer's land situated in the District."

F. Article XII, Section K is hereby added and reads as follows:

"Nothing in this section shall affect MII's obligation under Article XII, Section D of the Consent Agreement which shall remain in force and effect."

G. Article XII, Section G shall be deleted in its entirety.

H. The Land Plan attached hereto as Exhibit "G" is hereby substituted for the original Land Plan attached as Exhibit "G" to the Consent Agreement. All references to Land Plan after the date of this Second Amendment shall refer to the revised Land Plan.

ARTICLE III

Except as otherwise expressly provided herein, all other provisions of the Consent Agreement, as amended to the date hereof, shall be and remain in full force and effect as written.

EXECUTED, in multiple copies, each of which shall constitute an original, this ____ day of _____, 199__.

ATTEST:

CITY OF AUSTIN, TEXAS

By: _____
James E. Aldridge
City Clerk

By: _____

Title: _____

Executed on _____, 19__

DRAFT

ATTEST:

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

DRAFT

By: _____

Secretary
Board of Directors

By: _____

Texana Kowis
President
Board of Directors

Executed on _____, 19____

MILBURN INVESTMENTS, INC.

By: _____

Executed on _____, 19____

a:nort(4).006

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 19____, by Texana Kowis, as President of **NORTHTOWN MUNICIPAL UTILITY DISTRICT**, a municipal utility district, on behalf of said district.

Notary Public, State of Texas

(SEAL)

Typed/Printed Name of Notary

My Commission Expires:

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 19____, by _____, as _____ of **MILBURN INVESTMENTS, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

(SEAL)

Typed/Printed Name of Notary

My Commission Expires:

APPROVED AS TO FORM:

Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____
day of _____, 19_____, by _____, as

CITY OF AUSTIN, a Texas municipal
corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

(SEAL)

Typed/Printed Name of Notary

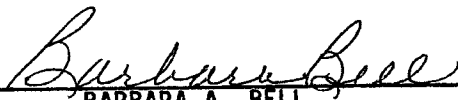
My Commission Expires:

a:nort(4).006

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Barbara A. Bell, Associate City Clerk of the City of Austin, Texas, do hereby certify that the foregoing instrument is a true and correct copy of Ordinance No. 931014-C, consisting of 9 page(s), passed by the City Council of Austin, Texas, at a regular meeting on the 14th day of October, 19 93, as on file in the City Clerk's Office this 2nd day of December, 19 93.



BARBARA A. BELL
ASSOCIATE CITY CLERK, CITY OF AUSTIN, TEXAS