



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

STATE OF TEXAS           §  
                              §  
COUNTY OF TRAVIS       §

THIS THIRD AMENDMENT AGREEMENT is made by and between the City of Austin ("City"), a Texas municipal corporation and a home rule city located in Travis County, Texas; 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 ~~BM~~ Milburn Investments, Inc. ("MII"), a subsequent holder of title to land within the District.

WHEREAS, the District, the City, and MII or its predecessor in interest have previously entered into that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1" dated October 18, 1984 ("Consent Agreement"), and subsequent amendments thereto, setting forth, among other things, the terms and conditions for the provision of water and wastewater utility service to the District and for the financing of system improvements for same; and

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

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

Section 1.       Article III, Section C.1. is deleted in its entirety.

Section 2.       Article III, Section C.2. is renumbered as Article III, Section C.1.

Section 3.       Article III, Section C.3. is hereby renumbered as Article III, Section C.2.

Section 4.       Article IV, Section B.1. is hereby deleted in its entirety.

Section 5.       Article IV, Section B.3. is renumbered as Article IV, Section B.

Section 6.       Except as otherwise expressly provided herein and in the previous amendments to the Consent Agreement, all terms

and provisions of the Consent Agreement shall remain in full force and effect.

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

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS

By: *Abraham Thomas*  
Assistant City Attorney

By: *J. Smith*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 11/30/94

APPROVED AS TO FORM:

NORTHTOWN MUNICIPAL  
UTILITY DISTRICT NO. 1

By: \_\_\_\_\_

By: *Texana Kowis*  
Texana Kowis, President  
Board of Directors  
Date: 10-17-94

~~BILL~~ MILBURN INVESTMENTS, INC.

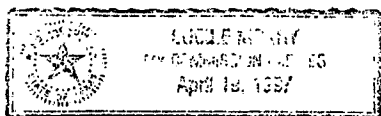
By: *Jeff M. Milburn*  
Name: Jeff M. Milburn  
Title: Vice President  
Date: 11/16/94

nithwn3.amd  
/ra wp5.2

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

This Third Amendment to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 was acknowledged before me on this 30<sup>th</sup> day of November, 1994 by Jim Smith, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

Lucile Morky  
Notary Public, State of Texas

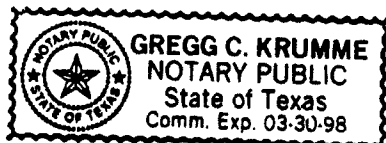


\_\_\_\_\_  
Typed/Printed Name of Notary

My Commission Expires:  
\_\_\_\_\_

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

This Third Amendment to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 was acknowledged before me on this 17<sup>th</sup> day of October, 1994, by Texana Kowis, President of the Board of Directors of Northtown Municipal Utility District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.



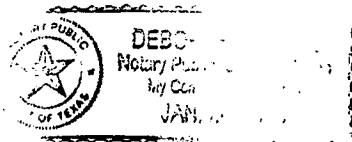
Gregg C. Krumme  
Notary Public, State of Texas

\_\_\_\_\_  
Typed/Print Name of Notary

My Commission Expires:  
\_\_\_\_\_

THE STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

This Third Amendment to the Agreement Concerning Creation and Operation of Northtown Municipal Utility District No. 1 was acknowledged before me on this 11<sup>th</sup> day of November, 1994, by TERRY S. MITCHELL, Vice President of ~~BILL~~ Milburn Investments, Inc., on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

\_\_\_\_\_  
Typed/Print Name of Notary

My Commission Expires:  
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FOURTH AMENDMENT TO AGREEMENT CONCERNING CREATION AND  
OPERATION OF NORTHTOWN MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS )

)

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS )

THIS FOURTH AMENDMENT AGREEMENT is made by and between the City of Austin, a Texas municipal corporation ("City"), and Northtown Municipal Utility District, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "District").

WHEREAS, by and through its adoption of Ordinance No. 840503-0, the Austin City Council granted its consent to the creation of Northtown Municipal Utility District and authorized execution of that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District setting forth terms and conditions for creation and operation of the District; and

WHEREAS, the "Agreement Concerning Creation and Operation of Northtown Municipal Utility District was executed by and between the City, the District and Pflugerville Joint Venture, a Texas joint venture comprised of Bill Milburn, Inc. and William T. Gunn, on or about October 18, 1984; and

WHEREAS, the Consent Agreement was amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District executed on or about April 16, 1990; by that certain "Second Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about December 1, 1993; by that certain "Third Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about November 30, 1994 (the Consent Agreement, as modified by the First Amendment, Second Amendment and Third Amendment being hereinafter referred to as the "Consent Agreement"); and .

WHEREAS, the District has proposed the amendment of the approved Land Plan for the District to modify the designated land use for a certain 15.6 acre tract within the District now owned by the Harken Partnership from retail use to industrial use and to modify the street layout within the described 15.6 acre tract; and

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

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

ARTICLE I  
AMENDMENT OF MUD LAND PLAN

1.01. The Consent Agreement is hereby amended by substituting the Land Plan attached to this Fourth Amendment as Exhibit "G" in place of the Land Plan currently attached to the Consent Agreement as Exhibit "G."

1.02. All references to the Land Plan after the date of this Fourth Amendment shall refer to the revised Land Plan.

ARTICLE II  
GENERAL PROVISIONS

2.01. Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written.

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

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

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

ATTEST:

CITY OF AUSTIN, TEXAS:

<i>Betty A. Aldridge, Deputy</i> James E. Aldridge City Clerk	By: <i>Toby Hammett Futrell</i> Name: <u>Toby Hammett Futrell</u> Title: <u>Assistant City Manager</u> Date: <u>August 25, 1997</u>
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ATTEST:

NORTHTOWN MUNICIPAL UTILITY  
DISTRICT:

*Michael Rhodes*  
Secretary,  
Board of Directors

By: *Texana Kowis*  
Name: Texana Kowis  
Title: President, Board of Directors  
Date: 7/28/97

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

THIS INSTRUMENT was acknowledged before me on this 25 day of August, 1997, by Toby Futrell, as Asst. City Mgr. of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

*Blanca L. Aguilar*  
Notary Public, State of Texas



AGUILE.  
PUBLI  
Texas

Printed/Typed Name of Notary

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

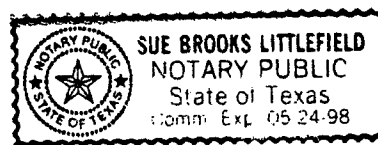
THIS INSTRUMENT was acknowledged before me on this 28<sup>th</sup> day of July, 1997, by Texana Kowis, as President of the Board of Directors of Northtown Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

*Sue Brooks Littlefield*  
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: \_\_\_\_\_

JMT/jmt



**EXHIBIT "G"**  
**(Exhibit "A")**

A copy of the Land Plan is available in the District records.

/092697



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

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

**THIS FIFTH AMENDMENT AGREEMENT** is made by and between the City of Austin, a Texas municipal corporation ("City"), and Northtown Municipal Utility District, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "District").

**WHEREAS,** by and through its adoption of Ordinance No. 840503-0, the Austin City Council granted its consent to the creation of Northtown Municipal Utility District and authorized execution of that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" setting forth terms and conditions for creation and operation of the District; and

**WHEREAS,** the "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" was executed by and between the City, the District and Pflugerville Joint Venture, a Texas joint venture comprised of Bill Milburn, Inc. and William T. Gunn, on or about October 18, 1984; and

**WHEREAS,** the Consent Agreement was amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about April 16, 1990; by that certain "Second Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about December 1, 1993; by that certain "Third Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about November 30, 1994; and by that certain "Fourth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about August 25, 1997 (the Consent Agreement, as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment being hereinafter referred to as the "Consent Agreement"); and

**WHEREAS,** the District has proposed the amendment of the approved Land Plan for the District to modify the designated land use for a certain 52.2 acre tract within the District now owned by Howard Lane, L.P. from industrial use to multi-family use; and

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

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

**ARTICLE I  
AMENDMENT OF MUD LAND PLAN**

1.01. The Consent Agreement is hereby amended by substituting the Land Plan attached to this Fifth Amendment as **Exhibit G** in place of the Land Plan currently attached to the Consent Agreement as **Exhibit G**.

1.02. All references to the Land Plan after the date of this Fifth Amendment shall refer to the revised Land Plan.

**ARTICLE II  
GENERAL PROVISIONS**

2.01. Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written.

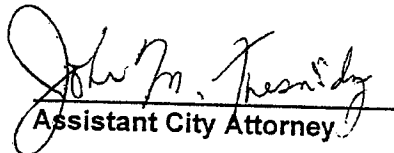
2.02. This Fifth Amendment may be executed in duplicate originals each of equal dignity.

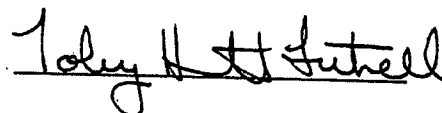
2.03. This Fifth Amendment shall be effective from and after the date of execution by the authorized representatives of the District and the City.

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

APPROVED AS TO FORM:

CITY OF AUSTIN, TEXAS:

  
Assistant City Attorney

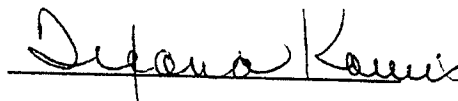
By: 

Date: 2/23/00

ATTEST:

NORTHTOWN MUNICIPAL UTILITY  
DISTRICT:

  
Board Secretary

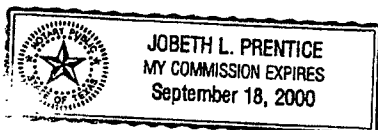
By: 

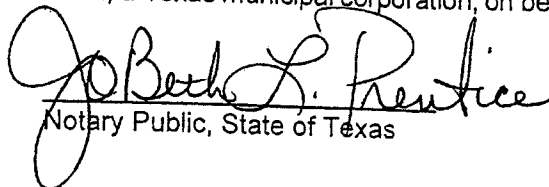
Date: February 21, 2000

THE STATE OF TEXAS )

COUNTY OF TRAVIS )

THIS INSTRUMENT was acknowledged before me on 23rd, 2000, by Toby Hammett Futrell, Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.



  
Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: 9/18/00

THE STATE OF TEXAS )

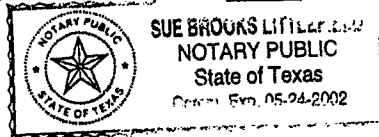
COUNTY OF TRAVIS )

THIS INSTRUMENT was acknowledged before me on February 21, 2000, by Texana Howis,  
President of the Board of Directors of Northtown Municipal Utility District, a  
conservation and reclamation district of the State of Texas, on behalf of said district.

Sue Brooks Liffel  
Notary Public, State of Texas

Printed/Typed Name of Notary

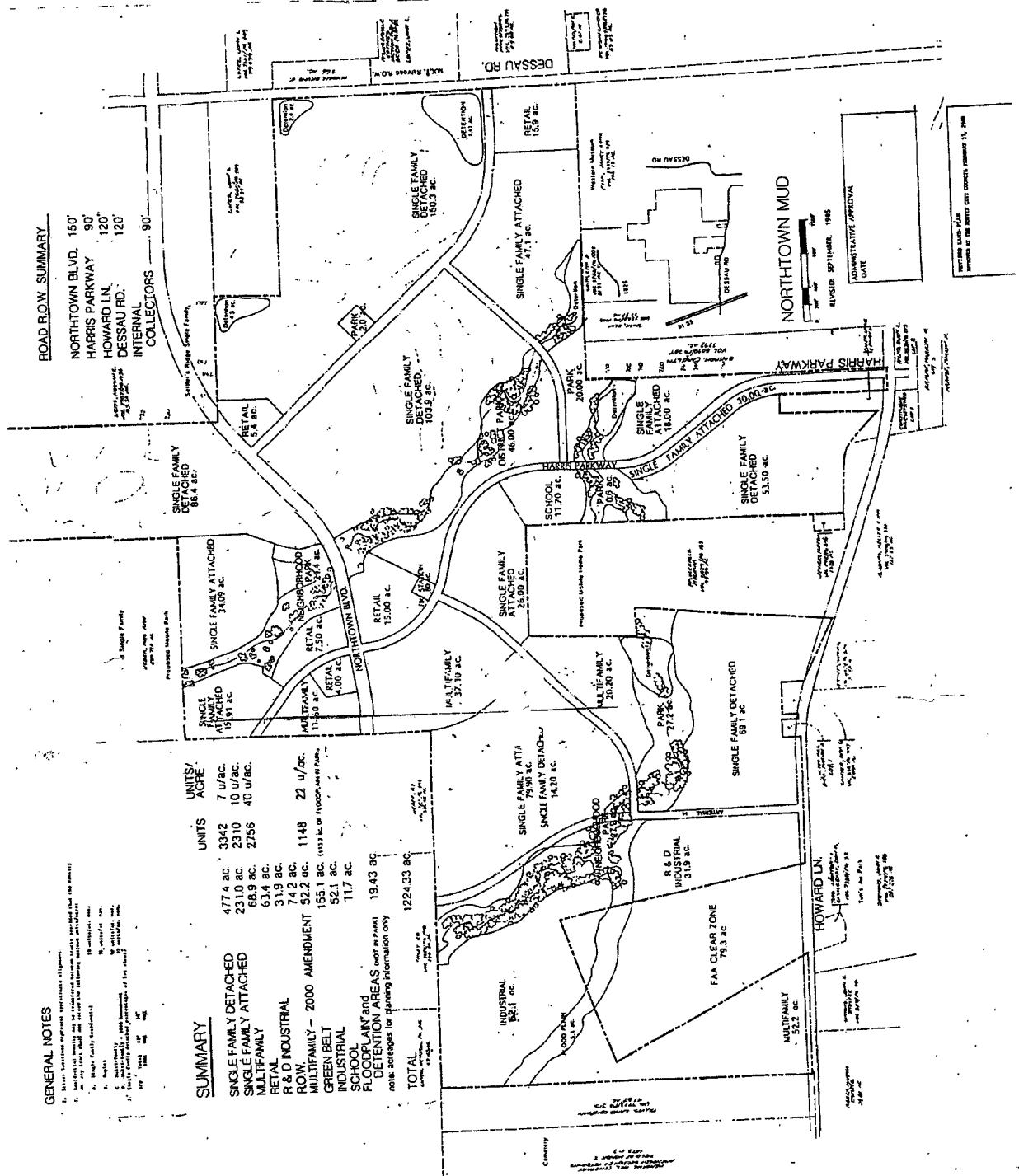
My Commission Expires: \_\_\_\_\_



**EXHIBIT "G"**

**Revised Land Plan**

NTOWN5.DOC/020100







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

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

**THIS SIXTH AMENDMENT TO AGREEMENT** is made by and between the City of Austin, a Texas municipal corporation ("City"), and Northtown Municipal Utility District, a political subdivision of the State of Texas created and operating as a municipal utility district pursuant to Chapters 54 and 49, Texas Water Code (the "District").

**WHEREAS**, by and through its adoption of Ordinance No. 840503-0, the Austin City Council granted its consent to the creation of Northtown Municipal Utility District and authorized execution of that certain "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" setting forth terms and conditions for creation and operation of the District; and

**WHEREAS**, the "Agreement Concerning Creation and Operation of Northtown Municipal Utility District" was executed by and between the City, the District and Pflugerville Joint Venture, a Texas joint venture comprised of Bill Milburn, Inc. and William T. Gunn, on or about October 18, 1984; and

**WHEREAS**, the Consent Agreement was amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about April 16, 1990; by that certain "Second Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about December 1, 1993; by that certain "Third Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about November 30, 1994; by that certain "Fourth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about August 25, 1997; and by that certain "Fifth Amendment to Agreement Concerning Creation and Operation of Northtown Municipal Utility District" executed on or about February 23, 2000 (the Consent Agreement, as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment being hereinafter referred to as the "Consent Agreement"); and

**WHEREAS**, the District has proposed the amendment of the approved Land Plan for the District (i) to modify the designated land use for those certain 271.148 acre and 26.221 acre tracts within the District which are currently owned by Village @ Northtown, Ltd., and (ii) to modify the designated land use for that certain 29.551 acre tract within the District which is currently owned by Jeffercindershan, Ltd., said tracts being respectively described by Attachment 1, Attachment 2, and Attachment 3 to this Sixth Amendment; and

**WHEREAS**, the District has further proposed the amendment of the approved Land Plan for the District to make the roadway system reflected thereon consistent with current regional roadway plans; and

**WHEREAS**, the District has further proposed certain text amendments to the Consent Agreement which are set forth below; and

**WHEREAS**, the relevant City departments, boards and commissions have reviewed the proposed modifications of the Land Plan and the proposed Consent Agreement text amendments and have no objections to same;

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

#### **ARTICLE I AMENDMENT OF MUD LAND PLAN**

**1.01** The Consent Agreement is hereby amended by substituting the Land Plan attached to this Sixth Amendment as Exhibit "G" in place of the Land Plan currently attached to the Consent Agreement as Exhibit "G".

**1.02** All references to the Land Plan after the date of this Sixth Amendment shall refer to the revised Land Plan.

#### **ARTICLE II AMENDMENT OF TEXT OF CONSENT AGREEMENT**

**2.01** The Consent Agreement is hereby amended by adding a new Section L to Article XII which shall read as follows:

L. With regard to those certain 271.148 acre, 26.221 acre and 29.551 acre tracts of land within the District which are respectively described by metes and bounds in Attachment 1, Attachment 2 and Attachment 3 hereto (all of which tracts are collectively referred to hereinafter as the "Village at Northtown Property"), the following standards and procedures shall govern the City's consideration of requested amendments to the Land Plan, notwithstanding anything else in this Consent Agreement, or on the Land Plan, or in the notes on the Land Plan which may be in conflict with these standards and procedures:

1. The areas of the Village at Northtown Property which are designated on the Land Plan for residential uses, including the multi-family and single-family attached areas, shall collectively be limited to a maximum of 4,399 residential dwelling units.
2. Subject to the overall cap on the number of residential dwelling units set forth in Subsection L.1. above, the total number of multi-family dwelling units on the Village at Northtown Property

may not exceed the product of the gross acres of the Village at Northtown Property designated for multifamily use on the Land Plan times 22 units per acre (the term "multifamily" being understood and agreed to be the equivalent of those types of residential uses permitted in the various MF Multifamily Residence District zoning classifications under the Austin City Code as of the date hereof).

3. Subject to the overall cap on the number of residential dwelling units set forth in Subsection L.1.above, the total number of single-family attached dwelling units on the Village at Northtown Property may not exceed the product of the gross acres of the Village at Northtown Property designated for single-family attached use on the Land Plan times 14 units per acre (the term "single-family attached" being understood and agreed to be the equivalent of those types of residential uses permitted in the SF-5 Urban Family Residence District and SF-6 Townhouse and Condominium Residence District zoning classifications under the Austin City Code as of the date hereof).
4. Amendments to that part of the Land Plan which includes the Village at Northtown Property shall be approved on behalf of the City administratively by the Director of the Neighborhood Planning and Zoning Department (or such other City department which shall succeed to its duties) provided that the proposed amendment:
  - a. has been approved by the Board of Directors of the District, such approval to be evidenced by resolution or order duly adopted in an open meeting, which includes a finding that water and wastewater utility capacity and facilities are or will be available to serve the areas affected by the proposed amendment;
  - b. does not include a land use type that is more intense than the existing permitted uses on the Village at Northtown Property;

- c. does not amend a site development regulation applicable to the Village at Northtown Property;
  - d. does not increase the intensity of a land use which is adjacent to other land used, platted or designated on the Land Plan for detached single-family residential purposes;
  - e. does not amend a condition of approval of the Consent Agreement;
  - f. does not increase land use intensity or density in an area of the Village at Northtown Property without decreasing land use intensity or density, as the case may be, an equivalent amount in another area of the Village at Northtown Property;
  - g. does not shift development intensity in a manner that results in an "E" or "F" level of service on a roadway segment or intersection within the District.
- 5. Applications for amendments to the Land Plan which do not meet the criteria for administrative approval by the City as set forth above must be approved by the City Council, after recommendation by the City Zoning and Platting Commission.
  - 6. Except to the extent in conflict herewith, the application requirements and procedures for Land Plan amendments set forth in the Austin City Code, as amended from time to time, shall apply.

**2.02** Article XII, Subsection F.2.a. of the Consent Agreement is amended to read hereafter as follows:

- a. The fire station site shown on the Land Plan attached hereto as Exhibit "G" shall be dedicated to the Travis County Emergency Services District No. 2 ("ESD") concurrently with the approval of a final subdivision plat containing the fire station site, or at such earlier time as the ESD may make a written request for such dedication to the owner of the land shown as the fire station site. The instrument of dedication to the ESD shall (i) restrict the use of the dedicated site to a fire station / emergency services facility

by language reasonably acceptable to the ESD and the City, and (ii) require the ESD to convey the land within the fire station site to the City for \$1.00 at such time as the City assumes the responsibility for fire fighting services within the District, provided that the City pays the ESD in accordance with applicable Texas law for the permitted improvements which at that time have been constructed and are existing on the fire station site. The instrument of dedication to the ESD shall additionally contain (i) a reservation of an access easement along the western boundary of the fire station site to provide joint access to the parkland located to the south of the fire station site, and (ii) such easements and covenants appurtenant to the fire station site as reasonably necessary to provide the location(s) for required storm water detention facilities off of the site. These provisions shall apply to the fire station site on the Village at Northtown Property notwithstanding anything to the contrary in Article XII, Section J.

**2.03** Article XII, Subsection F.1. of the Consent Agreement is amended to read hereafter as follows:

1. Approximately one hundred fifty-five (155) acres of land in the District, as shown on the Land Plan attached hereto as Exhibit "G", shall be dedicated to the District for Park and Green Space purposes. The District and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the Park and Green Space to be so dedicated at such times as subdivision plat applications are processed through the City for land which contains or which is adjacent to the various segments of the Park and Green Space as shown on the Land Plan.

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, Green 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 has been received by the District in

parks fees and/or park development funds from bond proceeds.

In addition, with regard to those certain 271.148 acre, 26.221 acre and 29.551 acre tracts of land within the District which are respectively described by metes and bounds in Attachment 1, Attachment 2 and Attachment 3 hereto (all of which tracts are collectively referred to hereinafter as the "Village at Northtown Property"), the following special requirements shall apply:

- a. At such time as the first final subdivision plat application is processed through the City for land which contains or which is adjacent to the 1.03 acre Park shown on the Land Plan as being adjacent to the fire station site near the southeast corner of Heatherwilde Blvd. and John Henry Faulk Parkway, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to construct a 20-car parking lot on the said 1.03 acre Park, together with a trailhead which shall consist at a minimum of access from the parking lot to an existing or planned trail within the adjacent Green Space and a kiosk displaying area Parks and Green Spaces and their connecting trails. In its sole discretion, the City may require fiscal surety for such parking lot and trailhead construction, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.
- b. At such time as the first final subdivision plat application is processed through the City for any of the Village at Northtown Property which is to be used for residential purposes, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to contribute the sum of \$35,100.00 for park improvements in the District, or shall be obligated to construct an equivalent amount of park improvements in the District as approved by the City. The said sum was calculated by multiplying \$30,000.00 per acre times the number of acres which is equal to 10 acres minus the total acres of new Park to be dedicated out of the Village

at Northtown Property pursuant to this Sixth Amendment. To further explain, as presently shown on the Land Plan and described in this Sixth Amendment, 8.83 acres of new Park is to be dedicated out of the Village at Northtown Property. This is 1.17 acres less than 10 acres. Multiplying the 1.17 acres by \$30,000.00 per acre resulted in the said sum of \$35,100.00. The said sum shall be increased or decreased by the same formula if the exact amount of acreage of new Park dedicated out of the Village at Northtown Property is ultimately more or less than 8.83 acres, but in no event shall less than 7 acres of new Park be dedicated out of the Village at Northtown Property. Additionally, the said sum shall be increased by 2% on each anniversary of the effective date of this Sixth Amendment until paid. In its sole discretion, the City may require a cash contribution (either to the City or the District), or fiscal surety for park improvements, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or some combination thereof, as a condition of final plat approval.

- c. At such time as any preliminary subdivision plat application is processed through the City for the 20.92 acre single family attached tract as shown on the Land Plan which is adjacent to dedicated Green Space in the District, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being platted, shall be required to show on the preliminary plat a direct, unimpeded pedestrian connection between such Green Space and John Henry Faulk Parkway, ideally along a public street, and preferably in the eastern half of the said 20.92 acre single family attached tract. The precise details of location, design and construction shall be addressed during the final platting process. In its sole discretion, the City may require fiscal surety for such pedestrian connection, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.



- d. In addition, sidewalks or combination sidewalk / trails which are 8 feet in width shall be installed within the dedicated right-of-way of John Henry Faulk Parkway and Harris Branch Parkway which is situated inside the Village at Northtown Property to facilitate a link between the point at which the pedestrian connection described in the immediately preceding Subsection c. intersects with John Henry Faulk Parkway and the 22 acre Park as shown on the Land Plan. Each tract or parcel of land which is final platted along such path shall be subject to this requirement to provide for such sidewalk or sidewalk / trail construction as a condition of final plat approval and in accordance with the City Transportation Criteria Manual. These extra width sidewalks or sidewalk / trails shall be required on only one side of the road, however, with the determination of the appropriate side being made by the Director of the City's Parks and Recreation Department. Sidewalks on the opposite side of the road, if any, shall be of the width required by the Transportation Criteria Manual.
- e. At such time as the first final subdivision plat application is processed through the City for land which contains or which is adjacent to the 7.80 acre Park shown on the Land Plan as being located near the northeast corner of the Village at Northtown Property, the owners of the Village at Northtown Property, or their successors or assigns in ownership of the land being final platted, shall be obligated to (i) cause the construction of an 8 foot wide sidewalk or combination sidewalk / trail along Wells Branch Parkway between the 7.80 acre Park and the Green Space to its west as shown on the Land Plan, which shall be constructed in such a way as to provide an accessible connection to the then existing or planned trail in the Green Space, and (ii) perform on their previous agreement with the District to provide a safe pedestrian access across Wells Branch Parkway (subject to the required license approval from Travis County to cross the right-of-way of Wells Branch Parkway and any final requirements of the District), so as to provide continuous trail access to the 22 acre Park as shown on the Land Plan. In its sole discretion, the City may require fiscal surety for such sidewalk or

sidewalk / trail and pedestrian access improvements, or the appropriate construction agreement in a form approved by the City Attorney and the attorney for the District, or both, as a condition of final plat approval.

- f. It is agreed and understood that the 7.80 acre Park referred to in the immediately preceding Subsection e. shall not be acceptable for dedication as parkland for the purposes of this Consent Agreement and the Land Plan unless the drainage across the said Park (under both current and future fully developed conditions) is enclosed within an underground storm sewer pipe, except for the necessary inlet and outfall structures for such underground pipe which shall be installed as close to each end of the said Park as possible. It is further agreed and understood that the 7.80 acre Park referred to in the immediately preceding Subsection e. shall not be acceptable for dedication as parkland for the purposes of this Consent Agreement and the Land Plan if the said Park is bisected by the extension of a public road through it. Unless the conditions described in this Subsection F.1.f. are met, another parkland tract of equal size must be established at another location which is acceptable to the City and the District.
- g. All park related improvements to be constructed by the owners of the Village at Northtown Property, or their successors or assigns, pursuant to this Subsection F.1. shall be subject to the approval of the City and the District, which approvals shall not be unreasonably withheld, delayed or conditioned.
- h. To the extent that any of the provisions of this Subsection F.1. are in conflict with anything else in this Consent Agreement, or on the Land Plan, or in the notes on the Land Plan, this Subsection F.1. shall govern.

### **ARTICLE III GENERAL PROVISIONS**

**3.01** Except as provided above, all other provisions of the Consent Agreement shall remain in force and effect as written.

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

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

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

APPROVED AS TO FORM:

David Lloyd  
Assistant City Attorney

CITY OF AUSTIN, TEXAS:

By: Lisa Y. Gordon  
Name: Lisa Y. Gordon  
Title: Assistant City Manager  
Date: 5/13/03

ATTEST:

Bruce Rich  
Board Secretary

NORTHTOWN MUNICIPAL UTILITY DISTRICT:

By: Tekana Kowis  
Name: Tekana Kowis  
Title: President, Board of Directors  
Date: July 2, 2003

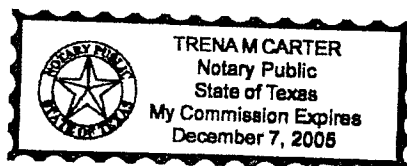
THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on May 13<sup>th</sup>, 2003,  
by Lisa Y. Gordon, the Assistant City Manager of  
the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

Trena M. Carter  
Notary Public, State of Texas

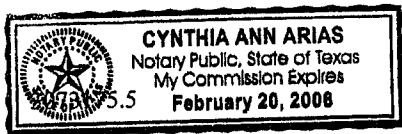


THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me on July 2, 2003,  
by Terana Kowis, the President of  
the Board of Directors of Northtown Municipal Utility District, a conservation and reclamation  
district of the State of Texas, on behalf of said district.



Cynthia Ann Arias  
Notary Public, State of Texas

## FIELD NOTES

A DESCRIPTION OF 271.148 ACRES OF LAND SITUATED IN THE L.C. CUNNINGHAM SURVEY NO. 68 AND THE ALEXANDER WALTERS SURVEY NO. 67, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 355.275 ACRES OF LAND DESCRIBED IN EXHIBIT A OF A TRUSTEE'S DEED TO LEON PFLUGER AND WIFE GLADYS L. PFLUGER RECORDED IN VOLUME 10831, PAGE 1499 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND BEING ALL OF THAT CERTAIN 7.7466 ACRES OF LAND DEDICATED AS PUBLIC R.O.W. BY DEED RECORDED IN VOLUME 10768, PAGE 974 OF THE SAID REAL PROPERTY RECORDS, SAID 271.148 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with plastic cap marked "RL SURVEY RPLS 4532" set for the northwest corner of that certain 0.158 hectares of land conveyed to the City of Austin for street purposes by Street Deed recorded in Volume 13253, Page 2645 of the said Real Property Records, being on the north right-of-way (R.O.W.) line of Howard Lane West and the west line of said 355.275 acres and being the southeast corner of that certain 21.981 acre tract of land described in a Special Warranty Deed to Center State 99, LTD. recorded in document number 1999041333 of the Official Public Records of said county;

THENCE along the west line of said 355.275 acres being the east line of said 21.981 acre tract the following three (3) courses:

1. N27°38'43"E, 730.34 feet to a 1/2 inch iron rod found,
2. N27°12'28"E, 522.86 feet to a 1/2 inch iron rod found, and
3. N27°37'18"E, 1188.71 feet pass a point from which a 1/2 inch iron rod found for the northeast corner of said 21.981 acre tract and the southeast corner of that certain 17.034 acre parcel of land described in a General Warranty Deed to S. Thurman Blackburn recorded in Volume 11839, Page 0881 of the said Real Property Records bears S62°22'42"E, 0.55 feet, in all departing the east line of said 21.981 acre tract along the east line of said 17.034 acre parcel 1759.29 feet to a 1/2 inch iron rod found for the southwest corner of that certain 9.094 acre tract of land described in a Special Warranty Deed to SVW Harris Ridge, L.P. recorded in Volume 12345, Page 0793 of the said Real Property Records;

THENCE, departing the west line of said 355.275 acres being the east line of said 17.034 acre parcel, along the south, east and north lines of said 9.094 acre tract the following four (4) courses:

Page 1 of 4

ATTACHMENT 1

1. S63°15'17"E, 1441.77 feet to a 1/2 inch iron rod found for a non-tangent point of curvature on the north R.O.W. line of said 7.7466 acres,
2. along the north R.O.W. line of said 7.7466 acres a distance of 99.98 feet along the arc of a curve to the right whose radius is 1492.92 feet, central angle is 03°50'14" and whose chord bears S71°55'18"E, 99.96 feet to a 1/2 inch iron rod found,
3. departing the north R.O.W. line of said 7.7466 acres N27°29'58"E, 224.28 feet to a 1/2 inch iron rod found, and
4. N61°52'15"W, 1538.93 feet to a 1/2 inch iron rod found on the east line of said 17.034 acre parcel and the west line of said 355.275 acres for the northwest corner of said 9.094 acre tract;

THENCE, departing the north line of said 9.094 acre tract, along the west line of said 355.275 acres being the east line of said 17.034 acre parcel N27°29'33"E, 807.80 feet to a 1/2 inch iron rod found for the northeast corner of said 17.034 acre parcel on the south line of that certain 91.153 acres described in a Special Warranty Deed to New Wells Point Partners, Ltd recorded in document number 1999046435 of the said Official Public Records;

THENCE along the south and east lines of said 91.153 acres the following four (4) courses:

1. S63°21'00"E, 71.40 feet to a 3/4 inch iron pipe found,
2. S61°49'33"E, 1469.08 feet to a 1/2 inch iron rod found for the southeast corner of the said 91.153 acres,
3. N27°48'11"E, 1331.18 feet to a 1/2 inch iron rod found, and
4. N27°42'43"E, 1454.12 feet to a 1/2 inch iron rod found for the northwest corner of said 355.275 acres being the southwest corner of that certain 89.629 acres of land described in a Special Warranty Deed to Sun Communities Texas L.P. recorded in Volume 12537, Page 2389 of the said Real property Records;

THENCE, departing the east lines of said 91.153 acres, along the south line of said 89.629 acres as described in that certain boundary agreement recorded in Volume 8028, Page 448 of the Deed Records of said county the following three (3) courses:

1. S62°07'01"E, 798.90 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set,
2. S62°23'32"E, 663.25 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set, and

Page 2 of 4

3. S62°23'18"E, 865.62 feet to a 1/2 inch iron rod found in the west line of that certain 34.732 acres of land described in a deed to JADCO Development, Inc. recorded in Volume 13152, Page 188 of the said Real Property Records for the northeast corner of said 355.275 acres and the southeast corner of said 89.629 acres;

THENCE along the west line of said 34.732 acres being an east line of said 355.275 acres S27°42'27"W, 460.38 feet to a 1/2 inch iron rod found for the southwest corner of said 34.732 acres and the northwest corner of that certain 267.111 acres of land described in a Special Warranty Deed to Continental Homes of Texas, L.P. recorded in Volume 13310, Page 1431 of the said Real Property Records;

THENCE, departing the west line of said 34.732 acres, continuing along the east line of said 355.275 acres being the west line of said 267.111 acres, the following two (2) courses:

1. S27°51'27"W, 2552.22 feet to a 1/2 inch iron rod found, and
2. S27°50'30"W, 887.72 feet to a 1/2 inch iron rod found for a southeast corner of said 355.275 acres and the northeast corner of that certain 93.053 acres described in Special Warranty Deeds to Dessau Management Company L.L.C. recorded in Volume 13377, Page 2774 and Volume 13377, Page 2779 of the said Real Property Records being a portion of Silverado Mobil Home Park, a subdivision whose plat is recorded in Volume 85, Pages 88A through 88C of the Plat Records of said County;

THENCE, departing the west line of said 267.111 acres, along a south line of said 355.275 acres in conflict with the north lines of said 93.053 acres N62°32'27"W, 1288.63 feet to a 1 inch iron pipe found for the northwest corner of said 93.053 acres and the northeast corner of that certain 82.268 acres of land described in a Warranty Deed to Dessau Road L.P. recorded in Volume 12083, Page 864 of the said Real Property Records;

THENCE along the north line of said 82.268 acres continuing along a south line of said 355.275 acres N62°21'47"W, 1018.34 feet to a cedar fence post found for the northwest corner of said 82.268 acres, being the northeast corner of that certain 74.716 acres described in said Special Warranty Deed to SVW Harris Ridge L.P.;

THENCE, departing the north line of said 82.268 acres and a south line of said 355.275 acres, along the curving northwest line of said 74.716 acres being the southeast R.O.W. line of said 7.7466 acres pass the most northerly corner of Wildflower Section One, a subdivision whose plat is recorded in Volume 99, Pages 13 through 16 of the said Plat Records, a distance of 2008.48 feet along the arc of a curve to the left whose radius is 1402.92 feet, central angle is 82°01'38", and whose chord bears S69°00'35"W, 1841.30 feet to a 1/2 inch iron rod found for the point of tangency;

THENCE continuing along the west lines of said 74.716 acres being the east R.O.W. line of said 7.7466 acres and the west lines of said Wildflower Section One, the west line of Wildflower Section Three, a subdivision whose plat is recorded in Volume 100, Pages 363 through 365 of the said Plat Records, the west line of Wildflower Section Four, a subdivision whose plat is recorded in Volume 101, Pages 172 through 174 of the said Plat Records, and the west line of Wildflower Section Five, a subdivision whose plat is recorded in document number 199900299 of the said Official Public Records, S27°58'55"W, 1583.43 feet to an "X" marked in concrete on the north R.O.W. line of Howard Lane West a variable width R.O.W. dedicated by Street Deed recorded in Volume 13264, Page 2786 of the said Real Property Records for the southwest corner of said Wildflower Section Five from which a 1/2 inch iron rod found on said north R.O.W. line bears S61°53'41"E, 524.60 feet;

THENCE, departing the west line of said Wildflower Section Five, continuing along the east, south and west R.O.W. lines of said 7.7466 acres the following seven (7) courses:

1. S27°58'55"W, 21.45 feet to a point of curvature,
2. a distance of 31.42 feet along the arc of a curve to the left whose radius is 20.00 feet, central angle is 90°00'00", and whose chord bears S17°01'05"E, 28.28 feet to a point,
3. S27°58'55"W, 35.00 feet to a point for the southeast corner of said 7.7466 acres,
4. N62°01'05"W, 130.00 feet to a point,
5. N27°58'55"E, 35.00 feet to a non-tangent point of curvature,
6. a distance of 31.42 feet along the arc of a curve to the left whose radius is 20.00 feet, central angle is 90°00'00" and whose chord bears N72°58'55"E, 28.28 feet to the point of tangency, and
7. N27°58'55"E, 21.65 feet to an "X" marked in concrete on the north R.O.W. line of said Howard Lane West dedicated by said Street Deed recorded in Volume 13253, Page 2645 of the said Real Property Records from which a 1/2 inch iron rod found on said north R.O.W. line bears N61°53'41"W, 1250.03 feet;

THENCE, departing the west R.O.W. line of said 7.7466 acres, along the said north R.O.W. line of Howard Lane West N61°53'41"W, 231.29 feet to the POINT OF BEGINNING containing 271.148 acres of land more or less.

*W. D. H. R.*  
1-21-00





JUNE 23, 2000

JOB NO. 238-02

FIELD NOTE NO. 238-03  
PROJECT: 26.221 ACRE

BOUNDARY

FIELD NOTES

A DESCRIPTION OF 26.221 ACRES OF LAND SITUATED IN THE L. C. CUNNINGHAM SURVEY NO. 68, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 74.716 ACRES OF LAND DESCRIBED AS TRACT 1 AND ALL OF TRACT 2, CONTAINING 9.094 ACRES OF LAND, DESCRIBED IN A SPECIAL WARRANTY DEED TO SVW HARRIS RIDGE LIMITED PARTNERSHIP RECORDED IN VOLUME 12345, PAGE 793 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 26.221 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS TRACT 1 CONTAINING 17.126 ACRES OF LAND AND TRACT 2 CONTAINING 9.095 ACRES OF LAND, AS FOLLOWS:

TRACT 1

BEGINNING at a cedar fence post found for the northeast corner of said 74.716 acres and the northwest corner of that certain 82.268 acres of land conveyed to Dessau Road Limited Partnership by Deed recorded in Volume 12292, Page 781 of the said Real Property Records on the southwest line of that certain tract of land conveyed to the Pfluger Family Limited Partnership by deed recorded in Volume 12759, Page 102 of the said Real Property Records;

THENCE along the west line of said 82.551 acres being the east line of said 74.716 acres the following two (2) courses:

1. S28°03'00"W, 470.95 feet to a 1/2 inch iron rod found, and
2. S27°36'35"W, 688.44 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at an exterior ell corner on the northeast line of Lot 12, Block E of Wildflower Section One, a subdivision whose plat is recorded in Volume 99, Pages 13-16 of the Plat Records of said County;

THENCE, departing the west line of said 82.268 acres and the east line of said 74.716 acres, crossing said 74.716 acres along the northeast line of said Lot 12 the following four (4) courses:

1. N76°19'05"W, 278.05 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found,
2. N67°35'00"W, 213.84 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found,
3. N06°26'43"E, 744.01 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found, and

Page 1 of 3  
ATTACHMENT 2

4. N44°06'24"W, 154.25 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set at a 60d nail found for the most northerly corner of said Lot 12 on an interior line of that certain tract of land conveyed to Leon Pfluger and wife, Gladys Pfluger by deed recorded in Volume 10831, Page 1499 of the said Real Property Records and the north line of said 74.716 acres;

THENCE, departing the northeast line of said Lot 12, along the interior line of said Leon Pfluger tract and the north line of said 74.716 acres a distance of 1057.44 feet along the arc of a curve to the right whose radius is 1402.92 feet, central angle is 43°11'10" and whose chord bears N88°25'49"E, 1032.58 feet to the POINT OF BEGINNING of the herein described Tract 1, containing 17.126 acres of land more or less.

## TRACT 2

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 9.094 acres at an interior ell corner of said Leon Pfluger tract on the east line of that certain 17.034 acres, designated Tract B, Parcel No. 1, described in a deed to S. Thurman Blackburn recorded in Volume 11839, Page 881 of the said Real Property Records;

THENCE along the west line of said 9.094 acres and the east line of said 17.034 acres the following three (3) courses:

1. N27°37'59"E, 62.57 feet to a 3/8 inch iron rod found,
2. N31°20'00"E, 19.28 feet to a 3/8 inch iron rod found, and
3. N27°29'33"E, 194.72 feet to a 1/2 inch iron rod found for the northwest corner of said Tract 2 at an exterior ell corner of said Leon Pfluger tract;

THENCE, departing the west line of said 9.094 acres and the east line of said 17.034 acres, along the north line of said 9.094 acres and an interior line of said Leon Pfluger tract S61°52'15"E, 1538.93 feet to a 1/2 inch iron rod found for the northeast corner of said Tract 2 and an interior ell corner of said Leon Pfluger tract;

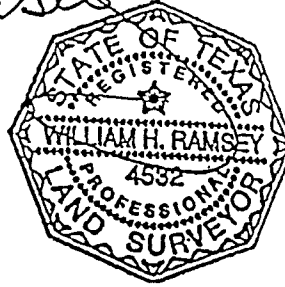
THENCE, departing the north line of said 9.094 acres, along the east line of said Tract 2 and an interior line of said Leon Pfluger tract S27°29'58"W, 224.28 feet to a 1/2 inch iron rod found for the southeast corner of said 9.094 acres and an interior ell corner of said Leon Pfluger tract;

THENCE, departing the east line of said 9.094 acres, along the south line of said 9.094 acres and an interior line of said Leon Pfluger tract the following two (2) courses:

1. a distance of 99.98 feet along the arc of a curve to the left whose radius is 1492.92 feet, central angle is 03°50'13" and whose chord bears N71°55'17"W, 99.96 feet to 1/2 inch iron rod found, and

2. N63°15'17"W, 1441.77 feet to a the POINT OF BEGINNING of the herein described Tract 2 containing 9.095 acres of land more or less together with the herein described Tract 1 containing 17.126 acres of land more or less for a total area of 26.221 acres of land more or less.

*W.H. Ramsey*  
*62300*



MAY 19, 2000

JOB NO. 238-02

FIELD NOTE NO. 238-02  
PROJECT: 29 ACRE BOUNDARY

FIELD NOTES

A DESCRIPTION OF 29.551 ACRES OF LAND SITUATED IN THE ALEXANDER WALTERS SURVEY NO. 67, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 82.268 ACRES OF LAND DESCRIBED IN EXHIBIT A OF A CORRECTED WARRANTY DEED TO DESSAU ROAD LIMITED PARTNERSHIP RECORDED IN VOLUME 12292, PAGE 781 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, SAID 29.551 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1 inch iron pipe found for the northwest corner of that certain 93.053 acres of land conveyed to Dessau Management Company, L.L.C. by Deeds recorded in Volume 13377, Page 2774 and Volume 13377, Page 2779 of the said Real Property Records being a portion of Silverado Mobil Home Park, a subdivision whose plat is recorded in Volume 85, Pages 88A-88C of the Plat Records of said County on the southwest line of that certain tract of land conveyed to the Pfluger Family Limited Partnership by deed recorded in Volume 12759, pg.102 of the said Real Property Records and the northeast corner of the said 82.268 acres;

THENCE along the west line of said 93.053 acres being the east line of said 82.268 acres the following two (2) courses:

1. S29°05'42"W, 717.86 feet to a 1/2 inch iron rod found, and
2. S28°34'10"W, 467.76 feet to a 3/4 inch iron pipe found at an interior ell corner of said 82.268 acres on the north line of Lot 1, Block A of Northtown West Section One-A; a subdivision whose plat is recorded in Volume 96, Pages 31-33 of the said Plat Records;

THENCE, departing the west line of said 93.053 acres and the east line of said 82.268 acres, crossing said 82.268 acres along the north line of said Lot 1 the following two (2) courses:

1. N73°25'55"W, 850.50 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set, and
2. N62°39'01"W, 159.83 feet to a 5/8 inch iron rod with plastic cap marked "RL SURVEYING RPLS 4532" set for the northwest corner of said Lot 1 on the east line of that certain 74.716 acres of land, designated as Tract 1, conveyed to SVW Harris Ridge L.P. by deed recorded in Volume 12345, Page 793 of the said Real Property Records on the west line of said 82.268 acres;

THENCE, departing the north line of said Lot 1, along the east line of said Tract 1 and the west line of said 82.268 acres the following two (2) courses:

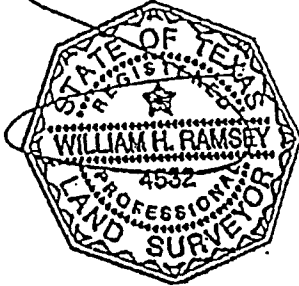
Page 1 of 2

ATTACHMENT 3

1. N27°36'35"E, 712.28 feet to a 1/2 inch iron rod found, and
2. N28°03'00"E, 470.95 feet to a cedar fence post found at an interior ell corner of the said Pfluger Family Limited Partnership tract and the northwest corner of said 82.268 acres;

THENCE, departing the east line of said Tract 1 and the west line of said 82.268 acres, along the southeast line of said Pfluger Family Limited Partnership tract and the north line of said 82.268 acres S62°21'47"E, 1018.34 feet to the POINT OF BEGINNING containing 29.551 acres of land more or less.

*W. H. Ramsey*  
*5-19-00*



**EXHIBIT "G"**

**Revised Land Plan**

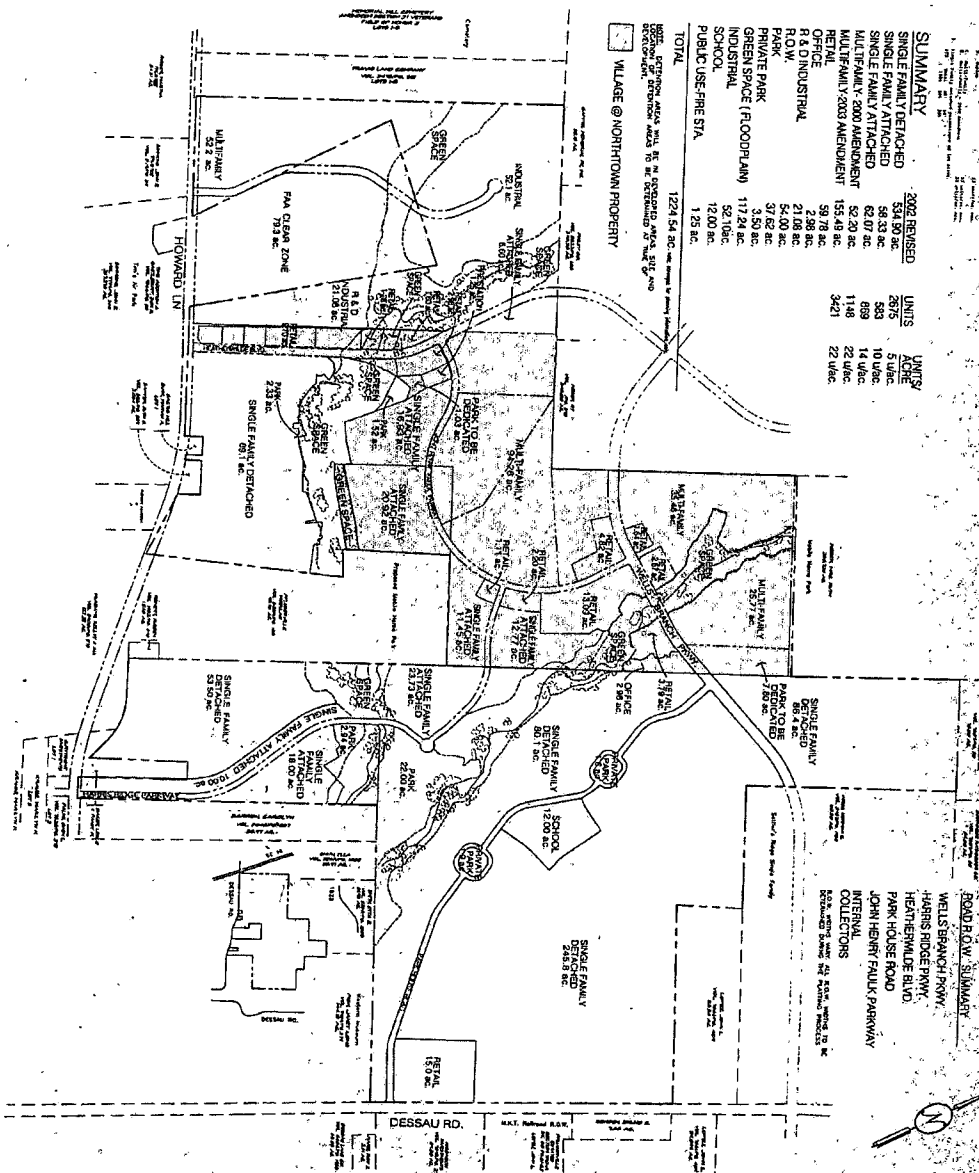
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2002 REVISED	UNITS	ACRE
534.90 ac.	5 w/ac.	
58.35 ac.	10 w/ac.	
62.07 ac.	14 w/ac.	
52.20 ac.	22 w/ac.	
155.45 ac.	22 w/ac.	
59.78 ac.		

2002 REVISED	UNITS	ACRE
534.90 ac.	5 w/ac.	
58.35 ac.	10 w/ac.	
62.07 ac.	14 w/ac.	
52.20 ac.	22 w/ac.	
155.45 ac.	22 w/ac.	
59.78 ac.		

R & D INDUSTRIAL	2.98 ac.
R.O.W.	21.08 ac.
PARK	56.00 ac.
PRIVATE PARK	37.02 ac.
GREEN SPACE (FLOODPLAIN)	3.50 ac.
INDUSTRIAL	11.24 ac.
SCHOOL	52.00 ac.
PUBLIC USE-FIRE STA.	12.00 ac.
TOTAL	1224.54 ac.

**VILLAGE @ NORTH TOWN PROPERTY**



NORTHTOWN MUD  
REVISED LAND USE PLAN  
PER SIXTH AMENDMENT

C12M-00-0005

**TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT  
DISTRICT No. 10  
CCN# 10306**

**Administration**

5450 Bee Caves Road #2A  
Austin, Texas 78746  
(512) 327-2230  
(512) 327-6218 FAX  
waterdistrict10@austin.rr.com

Clif W Drummond, President  
Charles L. Barker, Vice-President  
Harvey L. Ford, Secretary/Treasurer

**Tax Office**

Travis County  
5501 Airport Blvd.  
Austin, Texas 78751

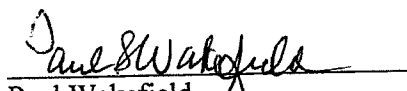
Hollis Boehme, Director  
John L. Staha, Director  
Paul S. Wakefield, Manager

**AFFIDAVIT OF THE CUSTODIAN OF RECORDS**

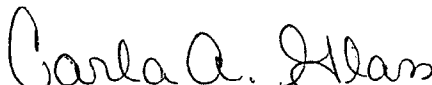
BEFORE ME, the undersigned notary public on this day personally appeared Paul Wakefield, known to me through his Texas Driver's License to be the person whose name is subscribed below and, who, being by me duly sworn, did depose as follows:

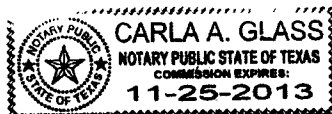
"My name is Paul Wakefield. I am over 18 years of age, of sound mind, have never been convicted of a felony and am otherwise capable of making this affidavit. I am personally acquainted with the facts stated in this affidavit.

I am the custodian of the records of Travis County Water Control & Improvement District No. 10, a political subdivision of the State of Texas (the "District"). Attached hereto are 19 pages of records from the District. These said 19 pages of records are kept by the District in the regular course of business, and it was in the regular course of business of District for an employee or representative of the District, with knowledge of the act, event, condition, opinion, or diagnosis recorded, to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

  
Paul Wakefield

Sworn to and subscribed before me, the undersigned authority, on this the 30<sup>th</sup> day of July 2013.

  
Notary Public





WATER SERVICE CONTRACT BETWEEN THE CITY OF AUSTIN  
AND TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 10

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

WHEREAS, this Contract is made and entered into by and among the City of Austin, Texas, (hereinafter referred to as "City"), a Texas municipal corporation, and the Travis County Water Control and Improvement District No. 10 (hereinafter referred to as "District"); and

WHEREAS, the City and the District entered into a Water Supply Contract dated August 9, 1957, which contract expired on or about August 9, 1987; and

WHEREAS, the City and the District desire to enter into a new water service contract (hereinafter referred as "Contract"); setting out the terms and conditions for City's provision of wholesale water service to the District;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual undertakings herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

Unless expressly provided otherwise, the following terms shall have the meanings set out below:

Section 1.1. Water: as used in Article II, shall mean potable water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses.

Section 1.2. District Water Facilities: means the lines, reservoirs, pump stations, mains, residential and industrial connections, and any other parts or components that comprise the public water system of the District.

Section 1.3. Point of Delivery: means a point in a City water line where the District may withdraw water for distribution within the District's water system as more particularly described in Article II below.

## ARTICLE II

### DELIVERY OF WATER

Section 2.1. Sales Volume. The City agrees to sell the District water required for the operation of the District's public water system for municipal, domestic, commercial, fire, industrial and recreational uses on an as needed basis in an amount not to exceed an annual average of three (3) million gallons per day (MGD) in any one fiscal year of the District, subject at all times to the capacity of the City's facilities to furnish water to the District after supplying water for all municipal, domestic, commercial, and industrial users within the City limits. For planning purposes, District advises the City that its maximum daily peak demand should not exceed a maximum of ten(10)MGD.

Section 2.2. Manner of Delivery. The District desires to provide water service within its designated service area by means of District Water Facilities connected to the City's water facilities located in proximity to the District.

Section 2.3. Nondiscrimination. Water service provided

to the District by the City shall be nondiscriminatory and consistent with the City's reasonable policies, ordinances, and regulations adopted in good faith by the City, from time to time, for the provision of wholesale water service to other special districts.

Section 2.4. Impact Fees and Similar Fees. City shall not charge an impact fee or capital recovery fee or any similar fee, charge, cost or expense to District or any customer or prospective customer of District within District's designated service area so long as District's use does not exceed an annual average of three (3) million gallons per day (MGD) in any one fiscal year of District. In the event District's use exceeds this maximum annual average in any one fiscal year of the District, beginning in the following fiscal year, City and District agree that District shall collect and tender to City the then applicable impact fees or capital recovery fees established from time to time by City.

Section 2.5. Points of Delivery. The existing points of delivery are shown on Exhibit "A". In the future, the points of delivery may be changed at any time by agreement in writing between the District and the Director of the City's Water and Wastewater Utility. In the event the change in point of delivery is requested by the City, the City shall bear the expense of changing such point of delivery and shall, at its own expense, make any changes or improvements necessary for District to receive water of a different pressure at such point of delivery. With respect to all other events requiring a

change in a point of delivery, District shall bear the expense of changing such point of delivery and shall, at its own expense, make any changes or improvements necessary for the District to receive water of different pressure at such point of delivery.

Section 2.6. Approval of Points of Delivery. For new points of delivery requested by the District, the District agrees that each new connection of its public water facilities to the City's facilities shall be approved by the City and the District's requests for such approval shall be accompanied by an engineering report and plans, as prepared by a Texas registered professional engineer and approved by the District board, which detail the area to be served and include the quantity of water to be delivered to the requested point of delivery.

Section 2.7. Cost of Expansion. If the District at any time requires more water than existing District facilities are capable of providing, the cost of any necessary expansion of District's system to provide the additional water to the District shall be at the expense of the District or the developer requiring the additional expansion. The City agrees to consider and take into account the future needs of the District in regard to any future expansion of the City's water system.

### ARTICLE III

#### COMPLIANCE WITH STATE LAWS AND CITY REGULATIONS

Section 3.1. Code Compliance. Operation of the District

shall comply with the Chapter 13-4 of City's Land Development Code (the City's "Water District Ordinance") and the laws of the State of Texas and in particular, the Texas Water Code, as amended from time to time.

Section 3.2. Application of Chapter 212, Texas Government Code. The District acknowledges the applicability of Chapter 212 of the *Texas Local Government Code* with respect to the application of municipal ordinances prescribing rules governing plats and subdivisions of land to certain land lying within the designated service area of District.

Section 3.3. Service Outside District. The District may not construct or install water facilities to serve areas outside the limits of the District, nor may the District sell or deliver water to areas outside the limits of the District unless it first obtains either the prior written consent of the City in accordance with Chapter 13 of the City's Interim Land Development Code, as amended from time to time, or when ordered by the Texas Water Commission to provide such service in involuntary proceedings not initiated by the District to enlarge its service area. In this latter event, District shall provide the City with advance notice (provided District has been given advance notice of the Texas Water Commission's hearing process) of any hearing at the Texas Water Commission relating to the expansion of District's facilities outside the limits of the District. District further agrees that it will not initiate proceedings to enlarge its service area through the Texas Water Commission or through any other agency or court

of competent jurisdiction without the prior written consent of the City.

Section 3.4. Conservation Restrictions. The District agrees to impose on its customers and enforce all voluntary and mandatory conservation and use restrictions imposed by the City on its own customers.

#### ARTICLE IV

##### WATER RATES CHARGES AND BILLING

Section 4.1. District Water Rates. District agrees to pay to the City for all water delivered to the District, the water rate established from time to time by the City, which water rate shall be fair, just and reasonable and based on the cost of service.

Section 4.2. Utility Service Regulation Applicable. The City shall deliver water and charge the District in accordance with the terms of this Contract. The District shall make payment to City for water delivered hereunder in accordance with City's Utility Service Regulations, as amended from time to time, applicable to the customer class in which District has been classified.

Section 4.3. Billing and Payment. City shall render a bill to the District not more than once per month in accordance with City's Utility Service Regulations. Each such bill shall set forth the quantity of water delivered to the District as determined by City's periodic readings of master meters installed by City at the points of delivery. Each such bill shall also include the total amount owed to City based on the

quantity of water delivered multiplied by City's applicable water rate for District. If the District in good faith questions the amount of the bill, the District shall follow the procedures therefor established in the City of Austin Utility Customer Service Regulations, as amended from time to time, so long as such regulations are reasonable and rational.

Section 4.4. Effect of Nonpayment. Failure of the District to make a payment as specified in the City Utility Service Regulations and subject to the terms of this Contract, will, at the option of the City, terminate all obligations of the City under this Agreement.

#### ARTICLE V

##### MASTER METERS AND TELEMETRIC MONITORING

Section 5.1. Master Metering Required. Water consumed by the District shall be measured by master water meters of suitable size installed at the points of delivery.

Section 5.2. Meter Installations. Metering equipment and related facilities, including a meter loop, a meter house or pit, and appurtenances required for properly measuring the quantity of water delivered to the District, shall be installed at each point of delivery of water to the District. The District, at its own expense, shall install and provide the meter loop and the meter house or pit and appurtenances; unless such expense is related to the City's desire to change the point of delivery, in which event, the City shall bear such expense. The City, at the District's expense, shall provide and install the meter and the meter shall be the property of

the City for all purposes hereunder. The City, at its own expense, shall operate and maintain the metering equipment and related facilities and shall calibrate the metering equipment upon request by the District provided, however, that the cost of calibrating the metering equipment shall be borne by the District if requested more frequently than once every twelve (12) months. Any meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. Unless otherwise agreed in writing, if any meter fails to register accurately for any period, City's charge for the amount of water furnished during such period shall be determined in accordance with City's Utility Service Regulations as in effect at the date of this Agreement. The metering equipment shall be read by the City at least once for each monthly billing cycle.

5.3 Telemetric Monitoring. During the term of this Contract and so long as District maintains its telemetric signaling devices at the City's Ulrich Water Treatment Plant, the City shall monitor such devices daily and promptly notify District if any of District's water tanks drop below their critical operating level, as specified by the District from time to time.

#### ARTICLE VI

##### WASTEWATER BILLINGS

Section 6.1. Wastewater Billings. For any customers that receive retail water service from the District, but receive wastewater service from the City, the City shall be permitted



to use the District customers' water billing (consumption) to calculate the wastewater service charge and District agrees to provide such information or records as are kept by the District for this purpose. The City shall continue to be allowed to use the District customers' water billing (consumption) to calculate the wastewater service even at such time as the City is no longer responsible for District water billing.

#### ARTICLE VII

##### CONSTRUCTION OF FACILITIES

Section 7.1. Construction by District. The District shall construct its own internal facilities for the transmission and delivery of water within the District. Unless otherwise agreed in writing, City shall not be responsible for replacement, construction, maintenance or expansion of District capital facilities. District shall ensure that no privately owned mains or service lines or appurtenances from District's mains to customer's meter are installed, maintained or utilized within the District's service area.

Section 7.2. Specifications. All District water facilities shall be constructed and installed to City of Austin Standard Specifications and Requirements and in accordance with plans and specifications approved by the City, the Texas Department of Health, and any other governmental agency or agencies having jurisdiction. However, the District shall have the right to impose specifications and requirements for construction and installation which exceed or are more restrictive than those established by the City and other governmental agencies.

Section 7.3. Construction Responsibilities. It is understood and acknowledged that the District is responsible for the financing, construction and inspection of all District Water Facilities, and that, upon completion of construction, the District shall be the sole owner of its capital facilities. District shall act in good faith at all times and shall coordinate its construction activities with City so as not to interfere with City's delivery of water service to the District's system.

Section 7.4. Inspection by City. The City may inspect, at the expense of the party contracting for the construction (developer or District), all phases of the construction and installation of the District's Water Facilities required to deliver District's water to and throughout the District's system. Inspection fees for construction associated with subdivisions shall be determined in conformance with City Ordinances, as such ordinances may be amended from time to time. Inspection fees charged to the District related to construction of major facilities shall be based on the actual costs of labor, travel and incidental expenses of the inspectors plus 10% overhead.

Section 7.5. Approval of Plans. Before the beginning of construction of District Water Facilities or any modification or expansion thereof, the District shall submit to the City the plans and specifications for such capital facilities. The plans and specifications must be approved by both the District and the City, which approval shall not be unreasonably denied,