

Sonterra Development LLC

P.O. Box 371

Georgetown, Texas 78627

September 22, 2009

Board of Directors
Sonterra Municipal Utility District
c/o Mr. Ronald J. Freeman
Freeman & Corbett, L.L.P.
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759

Re: Request for Service

Dear Board of Directors:

I represent Sonterra Development LLC of Jarrell, Texas, a Texas limited liability company (Sonterra Development) which has title to a majority of the property currently within the boundaries of Sonterra Municipal Utility District (District). Sonterra Development has developed approximately 410 acres of single family and commercial lots and plans to develop the additional property within the boundaries of the District. Under the current plan of development, there will be a need to serve approximately 3,000 equivalent single family connections with water and sewer service at ultimate build-out. Existing development is being provided water and wastewater service by the District and Sonterra Development requests that the District provide water and wastewater service to the proposed development as well.

Sincerely,

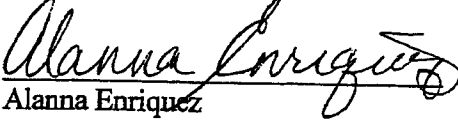


Theron Vaughan
President

In the State of Texas
County of Williamson

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I, Alanna Enriquez, City Secretary for the City of Jarrell, Texas, hereby certify that the attached document is a true and correct copy of a Consent Agreement for the Creation of a Municipal Utility District approved by the City Council of the City of Jarrell, Texas, and is maintained in the regular course of business of the City of Jarrell, Texas. Given under my hand and the seal of office on December 13, 2004.


Alanna Enriquez
City Secretary
City of Jarrell, Texas

WITNESSES
XV

City of Jarrell



P.O. Box 828

Jarrell, Texas 76537

512/746-4593

AGREEMENT CONCERNING CREATION AND OPERATION OF SONTERRA MUNICIPAL UTILITY DISTRICT AND LANDS WITHIN THE DISTRICT

THIS AGREEMENT (the "Agreement") made and entered into by and between the City of Jarrell, Texas (the "City"), a general law city situated in Williamson County, Texas, acting in this Agreement by and through its undersigned and duly authorized Mayor, as authorized by specific action of its City Council, and Sonterra Development LLC of Jarrell, Texas, a Texas limited liability company, its successors and assigns (the "Company"), with the consent and acknowledgment of Carroll Fuchs and Caroline Fuchs, Stephen Marturano and A. Carol Marturano, Brent W. Buck, Theron Vaughan and Ellie Vaughan, William Schwertner, W.H. Shepherd, Tyre Flynn, M. Howard Faske and Martha Faske, Odell Faske, Elmer Faske, and Dona Ann Vogt (collectively, the "Other Landowners").

RECITALS

WHEREAS, the Company and the Other Landowners together are the holders of legal title to all of the land comprising the proposed Sonterra Municipal Utility District (the "District"), which consists of approximately 1,600 acres situated wholly in Williamson County, Texas, and partially located within the ETJ of the City, partially within the corporate limits of the City, and partially located within an area within neither the ETJ or the corporate limits of the City, which land is more particularly described in *Exhibit A* (the "Property"); and

WHEREAS, the Other Landowners consent to the creation of the District and the execution of this Agreement; and

WHEREAS, the Property is included within the boundaries of the proposed District; and

WHEREAS, pursuant to Section 42.042 of the Texas Local Government Code, as amended, and Section 54.016 of the Texas Water Code, as amended, the City has consented, subject to the terms and conditions of this Agreement, to the creation of the District by Resolution adopted on December 1, 2004, in an open and duly posted public meeting of the City (the "Resolution"); and

WHEREAS, the City and the Company (the "Parties") wish to enter into certain agreements regarding the proposed development within the District (the "Project"), to provide for orderly development of the Project, which is intended to be a comprehensive mixed use and master planned development with land uses including single-family residential, multi-family residential, commercial and retail development, churches, and schools;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Parties contract, covenant, and agree to the following.

ARTICLE I
AGREEMENT REGARDING DISTRICT CREATION

Section 1. Consent.

(a) The City gives its consent to the creation of one master municipal utility district ("the Master District") and up to five other municipal utility districts ("Sub-Districts"), which may include all or part of the Property. The City acknowledges that the Company intends to create one master municipal utility district and up to five other municipal utility districts within the Property under the authority of Article XVI, Section 59 of the Texas Constitution and associated statutes and regulations. To the extent that the City's consent to the creation, division, or conversion is required by Section 42.042 of the Texas Local Government Code or other provisions of law, this Agreement shall serve as the City's consent to the creation, division, or conversion, and the City shall not require any additional consent, except as otherwise provided herein.

(b) The Company will provide the City with information showing the boundaries of the municipal utility district(s) included in all or part of the Property.

Section 2. Facilities and Improvements.

(a) The Company and the District will construct facilities and infrastructure to serve the land within the District in accordance with plans and specifications that the Texas Commission on Environmental Quality (the "TCEQ"), or its successors, has approved pursuant to the rules of the TCEQ, as amended from time to time, including those rules pertaining to utility design, construction, and installation requirements.

(b) The City shall have the right to observe, at reasonable times, the facilities under construction during construction by the Company or the District. The City shall have the right to review the plans and specifications to ensure compliance with the rules of the TCEQ. Unless the City provides substantive written comments within thirty (30) days of initial submittal of the plans and specifications to the City, the plans and specifications are automatically approved. The Company or the District will supply a copy of the plans and specifications to the City to assist the City in its observation of the construction. The City shall conduct its observations of ongoing construction in a manner that minimizes interference with construction. The City will coordinate its observations with the Company and the District.

Section 3. Purposes of Districts. Pursuant to Section 54.016 of the Texas Water Code, the Parties agree, except as otherwise provided herein, that the purposes for which the District's bonds, or other lawful obligations to be issued by the District, may be issued are limited to the purposes of purchase, construction, acquisition, repair, extension, and improvement of land, works, improvements, facilities, plants, equipment, and appliances, and associated professional and licensing or permitting fees necessary:

- (1) To provide a water supply for municipal, domestic, and commercial purposes;
- (2) To collect, transport, process, dispose, and control all domestic, commercial, industrial or communal wastes, whether fluid, solid, or in a composite state;
- (3) To gather, conduct, divert, and control local storm water or other local, harmful excess water in the District, related water quality facilities;

(4) To pay organization and operation expenses during construction and interest during construction;

(5) To provide parks and other recreational facilities as authorized pursuant to Chapters 49 and 54 of the Texas Water Code; and

(6) To provide any other facilities, amenities or other improvements that benefit the Property within the District and that qualify for developer reimbursement pursuant to rules of the TCEQ.

Section 4. City Review.

(a) The District shall, within thirty (30) days of submittal, provide any bond package that it submits to the TCEQ to the City for review, comments, and recommendations. The District further agrees to incorporate the City's recommendations into the District's final bond sales packages, so long as the City provides its recommendations to the District within thirty (30) days of the City's receipt of the bond sales packages and the recommendations provided that the City's recommendations (1) do not render the bonds and notes unmarketable and (2) are not materially detrimental to the District.

(b) Furthermore, to the extent the following conditions are in compliance with TCEQ rules for any individual bond issuance, the Parties agree that the District Bonds:

(1) Will have a maximum maturity of 25 years;

(2) Will not have interest rates that exceed 2% above the weekly tax exempt Bond Buyer Index for 25-year revenue bonds;

(3) Will not be issued if the District's debt to certified taxable assessed valuation as determined by the records of the Williamson County Appraisal District will exceed 25 percent upon issuance; and

(4) Will have amortization that results in level debt service payments over the life of the issue, except for an initial period, of up to 7 years.

Section 5. Certificates of Convenience and Necessity.

(a) The Parties acknowledge that the Company or the District may obtain Certificates of Convenience and Necessity ("CCN") from the TCEQ to provide water service, sewer service, or both throughout the boundaries of the District. Thereafter, if the Company or the District seeks to add areas to any such CCN outside the boundaries of the District and if those areas are within the City's Extra-Territorial Jurisdiction ("ETJ"), then the Company or the District shall request the City's approval of the addition of these areas before filing a CCN amendment application with the TCEQ. If the City fails to take action on the Company's or the District's request for addition of land within sixty (60) days of the date of submittal of the request, then the City is deemed to have approved the request for addition of land. Following its approval of the Company's or the District's request to add land to the CCN, the City agrees that it will not protest or in any way hinder or slow the Company's effort to obtain those CCN(s).

(b) The Parties agree and acknowledge that the Company may abandon or transfer those CCN(s) to the District upon the creation of the District and the TCEQ's subsequent approval of any transfer.

(c) Should persons or entities other than the Company, its assigns, or its successors or the District apply for a water or sewer CCN for areas within or immediately adjacent to the boundaries of the District, then the Company, the District, and the City will support each other in opposing those CCN applications, as each Party decides is appropriate.

Section 6. Extra-Territorial Jurisdiction. The Property is partially located within the ETJ of the City, partially within the corporate limits of the City, and partially located within an area within neither the ETJ nor the corporate limits of the City.

Section 7. Annexation. One of the purposes of this Agreement is to authorize the District and the City, pursuant to the provisions of Section 54.016 of the Texas Water Code that allow a district and a city to contract regarding annexation, to enter into a binding contract regarding the terms and conditions of the City's annexation of areas within the District into the City. The Parties acknowledge that the City may not annex into the City areas within the boundaries of the Master District or a Sub-District that are not within the corporate limits of the City on the effective date of this Agreement for a period of ten (10) calendar years after the creation of the District. Thereafter, the City shall not annex any portion of the Property that is within the City's ETJ unless prior to such annexation all "Eligible Improvements," defined below, planned for all phases of the development of the Property have been completed and either (1) all developers providing for the construction of Eligible Improvements within such areas have been fully reimbursed for all eligible expenditures for Eligible Improvements from bonds issued by the District or other governmental entity; or (2) the City has paid in cash to such developers a sum equal to eligible expenditures incurred by such developers for Eligible Improvements. "Eligible Improvements" means water, wastewater, drainage, road, and any other improvements eligible for reimbursement by the District from bond proceeds under the rules and requirements of the TCEQ as such rules and requirements exist on the Effective Date of this Agreement. Accordingly, the Parties agree as follows regarding annexation:

(1) If the City annexes any area within the boundaries of the Master District or a Sub-District that are not within the corporate limits of the City on the effective date of this Agreement, then the City must annex the entire area of the Master District or Sub-District not already within the corporate limits of the City. Upon annexation of the balance of the area within the Master District or a Sub-District into the City, the City will succeed to all the powers, duties, assets, and obligations of the Master District or a Sub-District, including any bond obligations and any rights and obligations under valid and duly-authorized contracts (e.g., developer reimbursement agreements) in which the Master District or a Sub-District has entered prior to the Master District's or a Sub-District's receipt of the City's first notice of annexation.

(2) After receipt of the City's first notice of proposed annexation, the Master District or a Sub-District shall not enter into any developer reimbursement agreement or agreements for a new project or extraordinary expenses, except as necessary for continued operation and maintenance of existing Master District or Sub-District facilities. The District further agrees that any agreements with the District in violation of this requirement will not be binding on the City.

Section 8. Consent to City Annexation. The Company agrees to consent to the City's annexation of the area within the Master District or a Sub-District that are not within the corporate limits of the City on the effective date of this Agreement. However, that the City shall not annex or impose any ad valorem taxes, other taxes, or assessment upon the Property that is not within the corporate limits of the City on the effective date of this Agreement until (1) a period of ten (10) years has elapsed after creation of the District and (2) at least 90% of the Project Facilities in the Master District or a Sub-District have been installed for which District bonds are authorized pursuant to this Agreement.

Section 9. Out-of-District Service; District Annexations.

(a) The City agrees that the District is not authorized, without further action of the City, to (1) construct or install water or wastewater lines or facilities to serve areas outside the District or (2) sell or deliver water or wastewater service to areas outside the District. Prior to the District's annexation of any additional land that is within the City's ETJ into the District, the District shall obtain the City's approval of the District's annexation.

(b) Any land that the District annexes or to which it agrees to provide out-of-district service shall be subject to the terms of this Agreement.

(c) If the City fails to take action on the District's request for approval within sixty (60) days of the date of submittal of the request, then the District's annexation is deemed approved by the City.

Section 10. City CCN Limitation. The Parties agree that the City may not seek a CCN to become the retail water provider, wastewater provider, or both for the area that the District serves or encompasses without the written consent of the Company and the District.

Section 11. Applicability; No Third Party-Beneficiaries and Assignment.

(a) The terms and conditions of this Agreement that are applicable to the Company shall apply to any municipal utility district created, divided, or converted under this Agreement.

(b) This Agreement is for the benefit of the City, the Company, and the municipal utility district(s), its successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided in this Agreement.

ARTICLE II
PROJECT LAND USE AND DEVELOPMENT

Section 1. No Development Moratoriums.

(a) The City agrees that, during the term of this Agreement, it will not impose or attempt to impose any moratorium on building or development within the Project or any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy, or other necessary approvals, within the Project, except as otherwise provided herein.

(b) Except as otherwise provided herein, any City imposed moratorium, growth restriction, or other limitation affecting the rate, timing, or sequencing of development or construction of all or any part of the Project will not apply to the Project if such moratorium, restriction, or other limitation conflicts with this Agreement or would have the effect of increasing the Company's obligations or decreasing the Company's rights and benefits under this Agreement.

(c) This Agreement on the part of the City applies to all moratoriums that the City imposes, except temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety.

Section 2. Development Agreements.

(a) The Company further agrees to adopt, and cause to be recorded with the County Clerk of Williamson County, a set of covenants and restrictions for the Property, which provide for, *inter alia*, the establishment of a Homeowners' Association, to include an "Architectural Design Criteria and Control Committee" (the "HOA").

(b) The Company agree to develop the Property located within the City's incorporated boundaries or extraterritorial jurisdiction in accordance with the design standards as set out in *Exhibit*

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"B," attached to this Agreement, to the extent such requirements are not in conflict with the requirements of Williamson County, Texas. To the extent that the standards for the City and the County are different, the more restrictive requirements shall control.

Section 3. Facilities Planning.

(a) Due to the size of the Property and the likely duration of its development being several years, the City and the Company mutually agree that it is necessary and beneficial to plan ahead for adequate public facilities including water and wastewater and other public utility facilities, water quality and storm water detention facilities, open space, and roadways (the "Project Facilities"). The City and the Company mutually agree that it is a benefit to the Parties for the Project Facilities to be properly and adequately planned and designed in a manner and capacity to serve the Project properly, effectively, and efficiently and to ensure the City that, if and when it may annex the Property, those facilities are adequate and an appropriate quality. It is also beneficial to the Parties that the Project be planned and developed in a manner that is sensitive to the environment, protects water quality, and successfully meets the needs and demands of the growing community.

(b) To accomplish the above, stable and predictable rules and regulations applicable to the Project are necessary. Except as otherwise provided in this Agreement (for example, Article I, Section 1 and Article II, Section 2 (b) and (c)), the City rules, regulations, and official policies applicable to the development of the Project during the term of this Agreement will be those City ordinances, regulations, and official policies (collectively, "Current Rules") in force by the City on December 1, 2004 (the "Vesting Date"). The Parties agree that Current Rules along with certain variances to the Current Rules, will help ensure the successful long-term planning and development of the Property. It is understood that the Current Rules along with the Variances (collectively, the "Applicable Rules") will apply to the Property until the earlier to occur of (i) the effective date of the City's annexation of the Property or (ii) the termination of this Agreement.

Section 4. Third Party Lawsuits. If any third party files a lawsuit or make any other claim relating to the validity of this Agreement or any actions of the City or the Company pursuant to this Agreement, the City and the Company agree that the filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop, or otherwise affect the development of either the Project or the Property, or the City's processing or issuance of any approvals for the Project and the Property, unless otherwise required by a lawful order of a court of competent jurisdiction.

Section 5. Transfers and Assignment.

(a) The Company, from time to time, may transfer, convey, or assign its interests in this Agreement in conjunction with the sale, conveyance, or transfer of all or any part of the Property. Such transfer, conveyance, or assignment shall bind the assignee to the terms and conditions of this Agreement.

(b) Upon an assignment, the Company shall be released from any and all liabilities, responsibilities, and obligations under this Agreement with respect to the land involved in the assignment or assignments.

(c) If the Company transfers, conveys, or assigns its interests in this Agreement, other than the Property, or if the Company transfers, conveys, or assigns the CCN to a party other than the District, then the City shall have the right to approve that transfer, conveyance, or assignment of the

Agreement. The City will not unreasonably withhold such approval. If the City fails to take action on the Company's request for transfer, conveyance, or assignment within sixty (60) days of the date of submittal of the request, then the City is deemed to have approved the transfer, conveyance, or assignment.

ARTICLE III OTHER PROVISIONS

Section 1. Binding Effect; Notice of Assignment.

(a) All of the terms of this Agreement shall be binding upon, shall inure to the benefit of, and shall be severally enforceable by and against each party to this Agreement, individually, and such party's respective personal representatives, successors, trustees, receivers, and assigns.

(b) Notice of assignment by a Party of any rights or obligations under this Agreement shall be furnished to the other Party no less than 20 business days prior to the Assignment.

Section 2. Opportunity to Cure. If either Party believes that the other Party has failed to comply with the requirements of this Agreement, the non-failing Party shall provide the other Party with written notice of the specific, alleged failure to comply and of the specific actions that the non-failing believes the failing Party needs to take to cure the non-compliance. Thereafter, the failing Party shall have sixty (60) days from receipt of this notice to correct such non-compliance. If the failing Party fails to correct the alleged non-compliance within the 60-day time period, then the non-failing Party shall have available all remedies allowed by law and/or this Agreement.

Section 3. Applicable Law; Venue; Interpretation; Severability.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS IT APPLIES TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY.

(b) THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN WILLIAMSON COUNTY, TEXAS, AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF THAT COUNTY, AND HEREBY AGREE THAT A PROPER WILLIAMSON COUNTY COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.

(c) Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement, or the application of this Agreement to any person or entity or under any circumstances, is invalid or unenforceable to any extent under applicable law, and the extent of that invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then that provision shall be deemed severed from this Agreement with respect to such person, entity, or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities, or circumstances. Further, a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the parties as evidenced by the provision so severed.

Section 4. Modification; Waiver.

(a) The Parties may not amend or modify this Agreement other than by a written agreement executed by the Parties.

(b) A Party may not waive any provision of this Agreement except by a writing signed by the party waiving the subject provision. Any waiver shall be limited to the specific purposes for which the Party gives the waiver.

Section 5. Authority. Each Party represents and warrants to the other that it has full authority to execute this Agreement and implement its terms and conditions.

Section 6. Injunctive Remedy of City. In addition to all the rights and remedies provided by the laws of the State of Texas, if the District violates the terms and provisions of this Agreement, then the City will be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the District and its officials to observe and comply with the terms and provisions prescribed in this Agreement.

Section 7. Review by Parties. The Parties acknowledge that each Party and, if it so chose, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits to this Agreement.

Section 8. Effective Date and Term.

(a) This Agreement shall be effective from the date of execution by the City and the Company.

(b) This Agreement shall continue in effect for a period of 25 years from the date that the Company and the City execute it or until such time as all District Bonds shall have been repaid by the taxpayers of the District or by the City upon annexation of the District, whichever is later. However, if the creation of the District has not been confirmed at an election conducted on or before the uniform election day in May of the year 2011, then this Agreement may, at the option of the Company or the City, be terminated by written notice to the other Party.

Section 9. Notice. Any notice that a Party is to give to another Party under this Agreement shall be in writing and effected by certified mail, return receipt requested.

Notice to Company shall be addressed to the following:

Sonterra Development, LLC of Jarrell, Texas
P.O. Box 856
Jarrell, Texas 76537-0856

Notice to City shall be addressed to the following:

City of Jarrell
Attention: Mayor
P.O. Box 828
Jarrell, Texas 76537-0828

Each party may change the address for notice by giving notice of the change at the last address designated in accordance with this section.

Section 10. Wholesale Utility Service.

(a) In accordance with a mutually agreeable Wholesale Utility Service Agreement, the City shall provide the Company or the District with wastewater utility treatment service on a wholesale basis.

FINAL AGREEMENT CREATION AND OPERATION OF SONTERRA MUD

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(b) In accordance with a mutually agreeable W District shall provide the City with wastewater treatment serv adequate and available treatment facilities to provide the an requests.

(c) If the City has not fulfilled its obligation unde Agreement, the Company, the District, or both are authori: treatment plant to provide wastewater treatment service to th adequate and available treatment facilities to provide all w Company and the District in accordance with Section 10 (a) a

(d) If the City fails to meet its obligation unde District, or both have constructed a temporary wastewater treatment service to the Property, the Company, the District wastewater treatment plant only upon the City having adeq provide all wastewater treatment service needs of the Property the City is unable to satisfy the conditions in this section, the provide wastewater treatment service to any area that the tem and to any area that the District or the Company is obligated to

IN WITNESS HEREOF, each of the parties has caus undersigned duly authorized representative, in multiple counte original, as of the date indicated below, it being understood counterparts and all of such counterparts shall together constit

CITY OF JARRELL, TEXAS

By:

Wayne E Cavalier

Wayne Cavalier, Mayor
City of Jarrell, Texas

Executed on December 1, 2004

ATTEST:

Maana Cruz

City Secretary
City of Jarrell, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Cavalier, Mayor of the City of Jarrell, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said City of Jarrell, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of DECEMBER 2004.

Gloria R. Wenzel
Notary Public, State of Texas



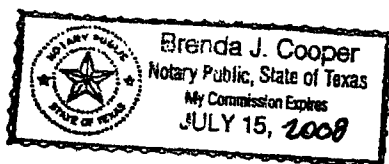
PETITIONERS

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned and
Managing Member of Sonterra Development
name is subscribed to the foregoing instrument
purposes and consideration therein expressed
Sonterra Development LLC of Jarrell, Texas.

GIVEN UNDER MY HAND AND SIGNATURE



William J. Schwertner
William J. Schwertner POA Katherine Humelka

Executed on 9/29/04, 2004

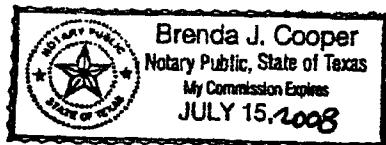
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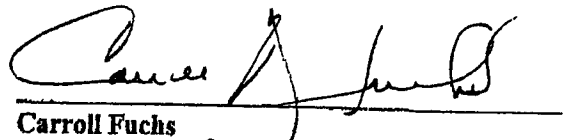
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared William J. Schwertner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said William J. Schwertner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Sept, 2004.



Brenda Cooper
Notary Public, State of Texas


Carroll Fuchs

Executed on 9/29/04, 2004

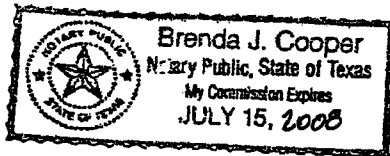
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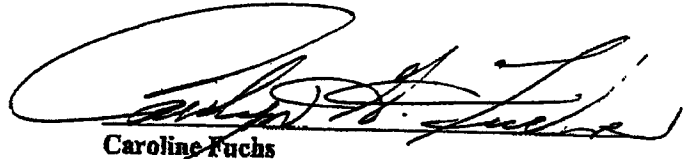
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Carroll Fuchs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Carroll Fuchs.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Sept, 2004.




Notary Public, State of Texas


Caroline Fuchs

Executed on 9/29/04, 2004

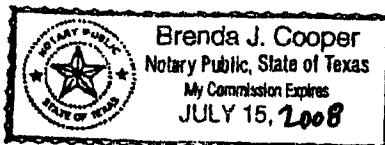
STATE OF TEXAS

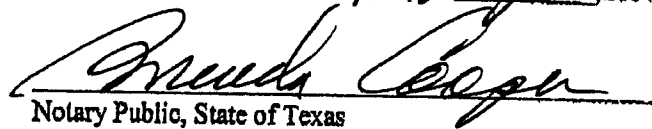
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COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Caroline Fuchs, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Caroline Fuchs.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Sept, 2004.




Notary Public, State of Texas

W. H. Shepherd
W. H. Shepherd

Executed on Sept 28th, 2004

STATE OF TEXAS

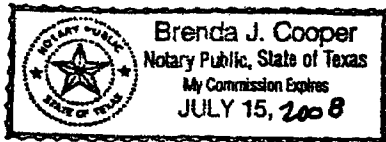
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COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared W.H. Shepherd, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said W.H. Shepherd.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of Sept, 2004.

Brenda J. Cooper
Notary Public, State of Texas



Tyre L. Flynn
Tyre Flynn

Executed on 9/29/04, 2004

STATE OF TEXAS

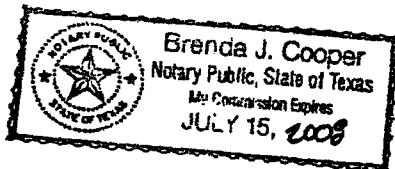
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COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Tyre Flynn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Tyre Flynn.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Sept, 2004.

Brenda J. Cooper
Notary Public, State of Texas



Brent W. Buck

Brent W. Buck

Executed on 9-29-04, 2004

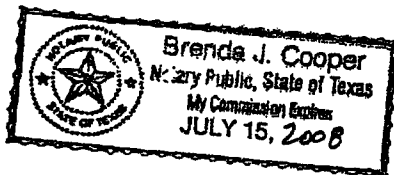
STATE OF TEXAS

COUNTY OF WILLIAMSON

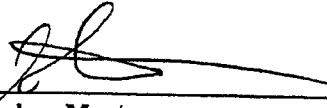
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BEFORE ME, the undersigned authority, on this day personally appeared Brent W. Buck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Brent W. Buck.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of Sept, 2004.



Brenda J. Cooper
Notary Public, State of Texas



 Stephen Marturano

Executed on _____, 2004

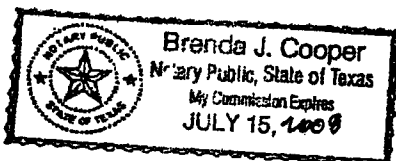
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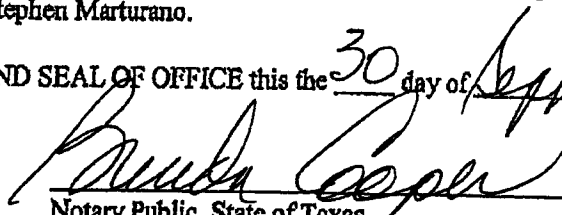
COUNTY OF WILLIAMSON

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BEFORE ME, the undersigned authority, on this day personally appeared Stephen Marturano, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Stephen Marturano.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.





 Notary Public, State of Texas



 A. Carol Marturano

Executed on _____, 2004

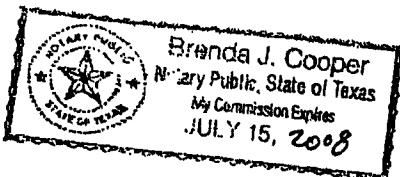
STATE OF TEXAS

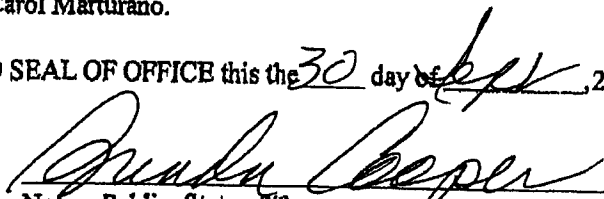
COUNTY OF WILLIAMSON

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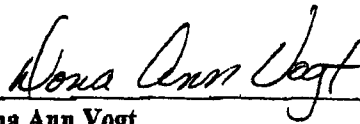
BEFORE ME, the undersigned authority, on this day personally appeared A. Carol Marturano, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said A. Carol Marturano.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.





 Notary Public, State of Texas



Dona Ann Vogt

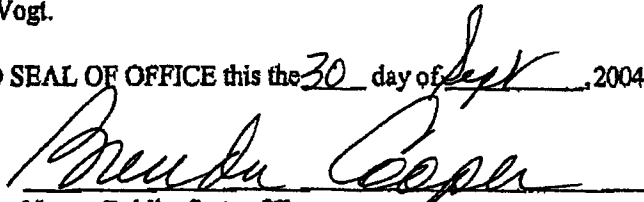
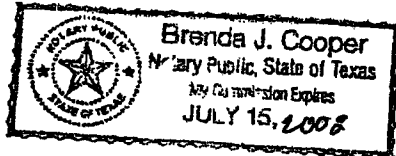
Executed on _____, 2004

STATE OF TEXAS

COUNTY OF WILLIAMSON

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BEFORE ME, the undersigned authority, on this day personally appeared Dona Ann Vogt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Dona Ann Vogt.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.
Notary Public, State of Texas

M. Howard Fiske
M. Howard Fiske

Executed on Sept 30, 2004

STATE OF TEXAS

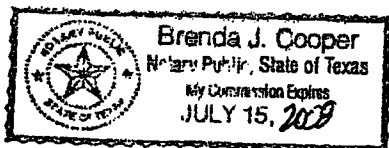
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COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared M. Howard Fiske, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said M. Howard Fiske.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.

Brenda J. Cooper
Notary Public, State of Texas



Martha Fiske
Martha Fiske

Executed on Sept 30, 2004

STATE OF TEXAS

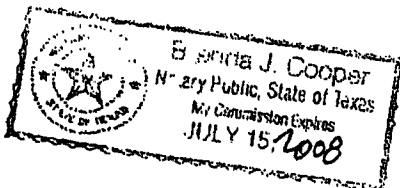
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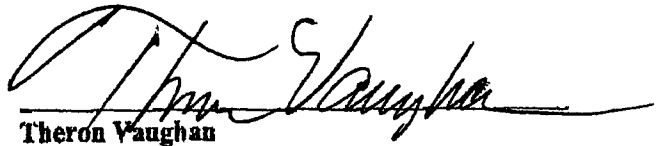
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Martha Fiske, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Martha Fiske.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.

Brenda J. Cooper
Notary Public, State of Texas




Theron Vaughan

Executed on _____, 2004

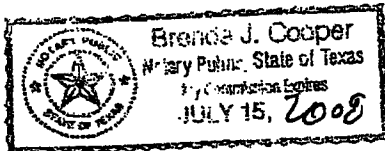
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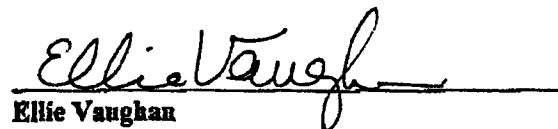
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Theron Vaughan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Theron Vaughan.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.




Notary Public, State of Texas


Ellie Vaughan

Executed on _____, 2004

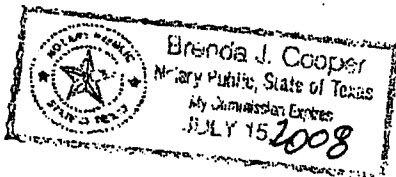
STATE OF TEXAS

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COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Ellie Vaughan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Ellie Vaughan.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of Sept, 2004.



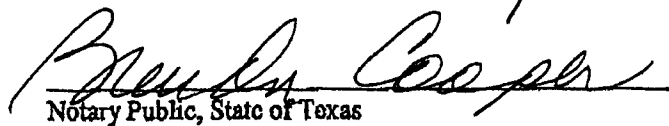

Notary Public, State of Texas

EXHIBIT 'A'
FIELD NOTE DESCRIPTION

SONTERRA MUNICIPAL UTILITY DISTRICT

WILLIAMSON COUNTY, TEXAS

The following is a metes and bounds description of the external boundary of the SONTERRA MUNICIPAL UTILITY DISTRICT (MUD) located in Williamson County, Texas including in whole or part the following individual tracts:

1. M. H. Faske 7.93 acre tract as described in Document No. 2002 092 386 of the Official Public Records of Williamson County, Texas.
2. Odell Faske 124.57 acre tract as described in Volume 2236 Page 837 of the Official Public Records of Williamson County, Texas.
3. William J. Schwertner, et al 236.37 acre tract as described in Volume 1361 Page 528 of the Official Public Records of Williamson County, Texas.
4. Carrol Fuchs 96.0 acre tract as described in Volume 858, Page 868 of the Official Public Records of Williamson County, Texas.
5. Marturano Living Trust 56.07 acre tract as described in Document No. 2002087711 of the Official Public Records of Williamson County, Texas.
6. Marturano Living Trust 125.0 acre tract as described in Volume 2252, Page 092 of the Official Public Records of Williamson County, Texas.
7. Frank Vrazel 25.13 acre tract as described in Document No. 2002 103537 of the Official Public Records of Williamson County, Texas.
8. George P. Vrazel 25.67 acre tract as described in Document No. 2002 103536 of the Official Public Records of Williamson County, Texas.
9. Ann V. Taylor 25.65 acre tract as described in Document No. 2002 103535 of the Official Public Records of Williamson County, Texas.
10. Mary V. Lee 25.65 acre tract as described in Document No. 2002 103534 of the Official Public Records of Williamson County, Texas.
11. Dora Ann Vogt 10.57 acre tract as described in Document No. 9912877 of the Official Public Records of Williamson County, Texas.
12. Edward I. Vrazel 25.65 acre tract as described in Document No. 2002 103533 of the Official Public Records of Williamson County, Texas.
13. Tyre Flynn 28.02 acre tract as described in Volume 882, Page 774 of the Official Public Records of Williamson County, Texas.
14. Tyre Flynn 26 acre tract as described in Volume 662, Page 158 of the Official Public Records of Williamson County, Texas.
15. Gary Flynn 28.02 acre tract as described in Volume 680, Page 433 of the Official Public Records of Williamson County, Texas.

16. Walter Sheppherd 23.04 acre tract as described in Volume 681, Page 201 of the Official Public Records of Williamson County, Texas.
17. Wilson Raven 159.65 acre tract as described in Volume 668, Page 179 of the Official Public Records of Williamson County, Texas.
18. M. Howard Faske 129.75 acre tract as described in Document No. 2003120609 of the Official Public Records of Williamson County, Texas.

To wit:

PERIMETER FIELD NOTES

BEING 1,135.71 acres of land situated in the Isaac Bunker Survey, Abstract No. 54 and the A.A. Lewis Survey, Abstract No. 384 and including the aforementioned individual tracts; these Perimeter Field Notes being prepared from record information and not having been surveyed on the ground and being more particularly described as follows:

BEGINNING at an iron pin set on the East line of Interstate Highway No. 35 said point being the most westerly corner of the 236.37 acre Schewertner tract for the most westerly corner hereof:

THENCE, along Interstate Highway No. 35 and the west line of the Schewertner 236.37 acre tract N 22° 57' 34" E for a distance of 1,140.30 feet to a point;

THENCE, N 22° 56' 46" E for a distance of 1,313.33 feet to a point;

THENCE, N 25° 14' 15" E for a distance of 920.51 feet to a point;

THENCE, S 18° 46' 42" E for a distance of 1,662.48 feet to a point;

THENCE, N 71° 08' 28" E for a distance of 613.52 feet to a point;

THENCE, N 71° 00' 00" E for a distance of 250.22 feet to a point;

THENCE along the west line of the Odell Faske 112.45 acre tract, N 18° 50' 51" W for a distance of 2,407.45 feet to a point;

THENCE, continuing along the north line of the Odell Faske 112.45 acre tract, N 33° 52' 12" E for a distance of 687.00 feet to a point for the most northerly northwest corner herein;

THENCE, continuing along the north line of the Odell Faske 112.45 acre tract, N 70° 23' 58" E for a distance of 1,507.28 feet to a point for the most northerly northeast corner herein;

THENCE, along the east line of the Odell Faske 112.45 acre tract, S 19° 11' 34" E for a distance of 3,116.65 feet to a point;

THENCE, along the north line of the M. Howard Faske 129.75 acre tract, N 71° 33' 31" E for a distance of 2,918.84 feet to a point in the west ROW line of Williamson County Road No. 332;

THENCE, continuing along the West ROW line of CR 332, and being the east line of the M. Howard Faske tract and the Wilson Raven 159.65 acre tract, S 18° 13' 27" E for a distance of 2,164.71 to a point;

THENCE, along the south line of the Wilson Raven tract, S 71° 43' 55" W for a distance of 2,611.40 feet to a point;

THENCE, along the most westerly east line of the Wilson Raven tract, S 18° 16' 05" E for a distance of 615.37 feet to a point;

THENCE, along the north line of the Tyre Flynn 26.0 acre tract, N 85° 45' 21" E for a distance of 1,367.46 feet to a point;

THENCE, along the north line of the Tyre Flynn 27.02 acre tract N 57° 19' 36" E for a distance 1,330.67 feet to a point in the west ROW line of CR 332;

THENCE, along the west ROW line of CR 332, same being the east line of the Tyre Flynn 27.02 acre tract, S 18° 39' 11" E for a distance of 939.88 feet to a point;

THENCE, crossing CR 332 and continuing along the north ROW line of CR 332 where it turns easterly, N 71° 20' 49" E for a distance of 442.41 feet to a point, said point being the southwest corner of the Dora Ann Vogt 10.57 acre tract;

THENCE, along the west line of the Vogt tract, N 19° 52' 30" W for a distance of 433.27 feet to a point, said point being the northwest corner of the Vogt tract;

THENCE, along the north line of the Vogt tract, N 70° 56' 10" E for a distance of 1,038.24 feet to a point, said point being the northeast corner of the Vogt tract;

THENCE, along the east line of the Vogt tract, S 18° 46' 01" E for a distance of 421.09 feet to a point in the north ROW line of CR 332 said point being the southeast corner of the Vogt tract;

THENCE, along the south line of the Vogt tract, same being the north ROW line of CR 332, S 70° 15' 40" W for a distance of 659.37 feet to a point;

THENCE, crossing CR 332 in a southerly direction and continuing along the east lines of the Mary V. Lee 21.09 acre tract and the Ann V. Taylor 25.65 acre tracts, S 17° 57' 07" E for a distance of 2,771.54 feet to a point, said point being the southeast corner of the Ann V. Taylor tract, same being in the north ROW line of CR 314;

THENCE, along the north ROW line of CR 314 same being the south line of the Ann V. Taylor, George P. Vrazel and Frank Vrazel tracts, S 71° 19' 57" W for a distance of 2,091.86 feet to a point, said point being the southwest corner of the Frank Vrazel tract;

THENCE, along the west line of the Frank Vrazel tract and the Edward I. Vrazel 13.33 acre tract N 17° 48' 03" W for a distance of 2,307.44 feet to a point;

THENCE, continuing along the west line of the Edward I. Vrazel tract and crossing CR 313, N 01° 17' 24" W for a distance of 326.26 feet to a point in the north ROW line of CR 313, same being the south line of the Tyre Flynn 27.02 acre tract;

THENCE, S 71° 24' 53" W for a distance of 337.61 feet to a point,

THENCE N 22° 26' 34" W for a distance of 310.34 feet to a point;

THENCE, S 70° 36' 51" W for a distance of 302.14 feet to a point;

THENCE, S 18° 35' 07" E for a distance of 305.42 feet to a point in the north ROW line of CR 313;

THENCE, continuing along the north ROW line of CR 313, S 71° 24' 53" W for a distance of 1,798.96 feet to a point;

THENCE, N 22° 36' 44" W for a distance of 297.30 feet to a point;

THENCE S 67° 39' 50" W for a distance of 238.81 feet to a point;

THENCE, S 18° 35' 07" E for a distance of 280.94 feet to a point in the north ROW line of CR 313;

THENCE, continuing along the north ROW line of CR 313, S 71° 24' 53" W for a distance of 509.48 feet to a point;

THENCE, continuing along the north ROW line of CR 313, N 82° 10' 01" W for a distance of 24.21 feet to a point;

THENCE, continuing along the north ROW line of CR 313, N 27° 00' 23" W for a distance of 100.85 feet;

THENCE, continuing along the north ROW line of CR 313, N 55° 48' 28" W for a distance of 32.42 feet to a point;

THENCE, continuing along the north ROW line of CR 313, S 78° 30' 07" W for a distance of 19.20 feet to a point;

THENCE, continuing along the north ROW line of CR 313, S 70° 34' 28" W for a distance of 223.36 feet to a point;

THENCE, crossing CR 313 in a southerly direction and continuing along the east line of the Carroll Fuchs 92.5 acre tract, S 19° 08' 38" E for a distance of 1,478.56 feet to a point;

THENCE, S 12° 12' 34" E for a distance of 70.62 feet to a point;

THENCE, S 80° 07' 04" E for a distance of 1,269.10 feet to a point;

THENCE, S 19° 12' 42" E for a distance of 660.04 feet; crossing CR 314 to a point in the south ROW line of CR 314, same being the north line of the Marturano Living Trust 50.0 acre tract;

THENCE, along the north line of the Marturano tract, same being the south ROW line of CR 314, N 71° 28' 05" E for a distance of 1,649.87 feet to a point, same being the northeast corner of the Marturano tract;

THENCE, along the east line of the Marturano 50.0 acre tract and the Marturano Living Trust 125.0 acre tract, S 18° 22' 52" E for a distance of 3,746.44 feet to a point, in the north ROW line of CR 315, said point being the southeast corner of the Marturano 125.0 acre tract;

THENCE, along the south line of the Marturano 125.0 acre tract same being the north ROW line of CR 315, S 71° 44' 03" W for a distance of 2,154.74 feet to a point, said point being the southwest corner of the Marturano 125.0 acre tract;

THENCE, northerly along the west line of the Marturano Living Trust 125.0 acre; 6.07 acre and 35.0 acre tracts and crossing CR 314, N 18° 52' 21" W for a distance of 3,785.93 feet to a point in the north ROW line of CR 314;

THENCE, along the north ROW line of CR 314, same being the south line of the Carroll Fuchs 92.5 acre tract, S 71° 06' 10" W for a distance of 1,728.64 feet to a point, said point being the southwest corner of the Fuchs tract;

THENCE, Northerly along the west line of the Fuchs tract and crossing CR 313, N 18° 42' 19" W for a distance of 2,767.85 feet to a point in the north ROW line of CR 313, same being the south line of the Schwertner 236.37 acre tract;

THENCE, continuing along the south line of the Schwertner 236.37 acre tract, S 70° 31' 36" W for a distance of 310.97 feet to a point;

THENCE, S 70° 48' 51" W for a distance of 1,049.83 feet to a point;

THENCE, N 83° 35' 36" W for a distance of 66.77 feet to a point;

THENCE N 31° 20' 00" W for a distance of 68.85 feet to a point in the west line of the Schwertner 236.37 acre tract;

THENCE, along the west line of the Schwertner 236.37 acre tract, N 17° 50' 33" W for a distance of 975.24 feet to a point;

THENCE, N 39° 01' 57" W for a distance of 46.05 feet to a point;

THENCE N 50° 03' 01" W for a distance of 43.17 feet to a point;

THENCE, N 18° 23' 53" W for a distance of 1,353.19 feet to a point;

THENCE, S 86° 25' 58" W for a distance of 447.22 feet to a point;

THENCE N 13° 24' 55" E for a distance of 467.70 feet to a point;

THENCE, S 86° 38' 42" W for a distance of 97.28 feet to a point;

THENCE, N 05° 08' 31" E for a distance of 226.78 feet to a point;

THENCE, S 86° 37' 46" W for a distance of 350.02 feet to a point,

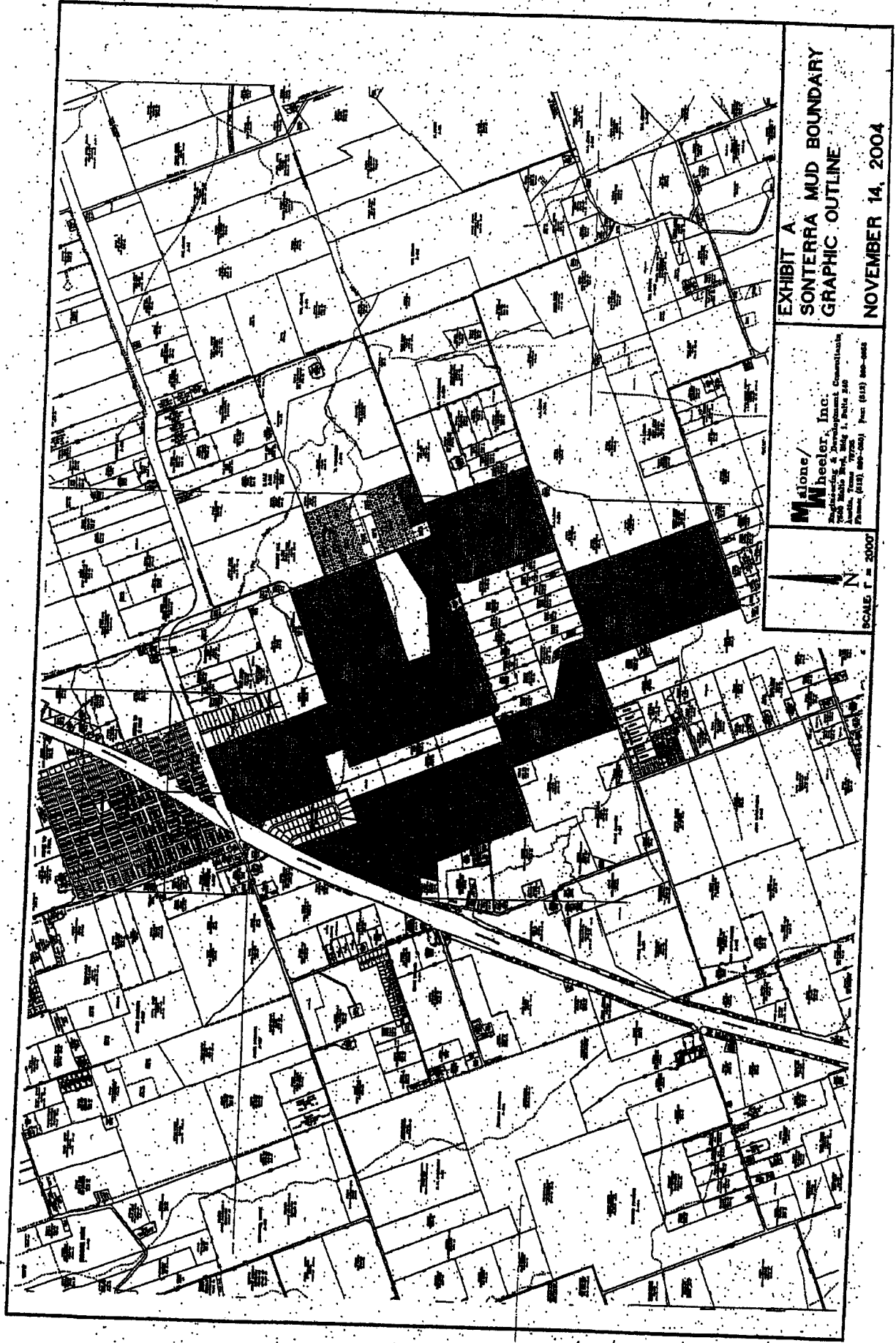
THENCE, S 22° 58' 49" W for a distance of 249.95 feet to a point;

THENCE, S 84° 37' 40" W for a distance of 119.72 feet to the Point of Beginning and Containing 1,211.08 acres, more or less;

SAVE and EXCEPT the Luis Danek 39.38 acre tract as described in Volume 1361, Page 528 of the Official Public Records of Williamson County, Texas and the Mary Tschoerner 35.99 acre tract as described in Volume 1361, Page 528 of the Official Public Records of Williamson County, Texas for a total acreage contained within the boundary of Sonterra Municipal Utility District of 1,135.72 acres, more or less.

This Perimeter Field Note description of the Sonterra Municipal Utility District was written from compiled record information and adjusted for various bearing bases, monumentation descriptions and distance adjustments from varas to feet. It is not based on an on-the-ground survey and no field verification of any points or distances has been conducted. The boundary description may be adjusted as field survey data becomes available.

Field Notes Prepared by:
Malone/Wheeler, Inc.
Engineering and Development Consultants
7500 Rialto Blvd.
Bldg. 1 Suite 240
Austin, TX 78735



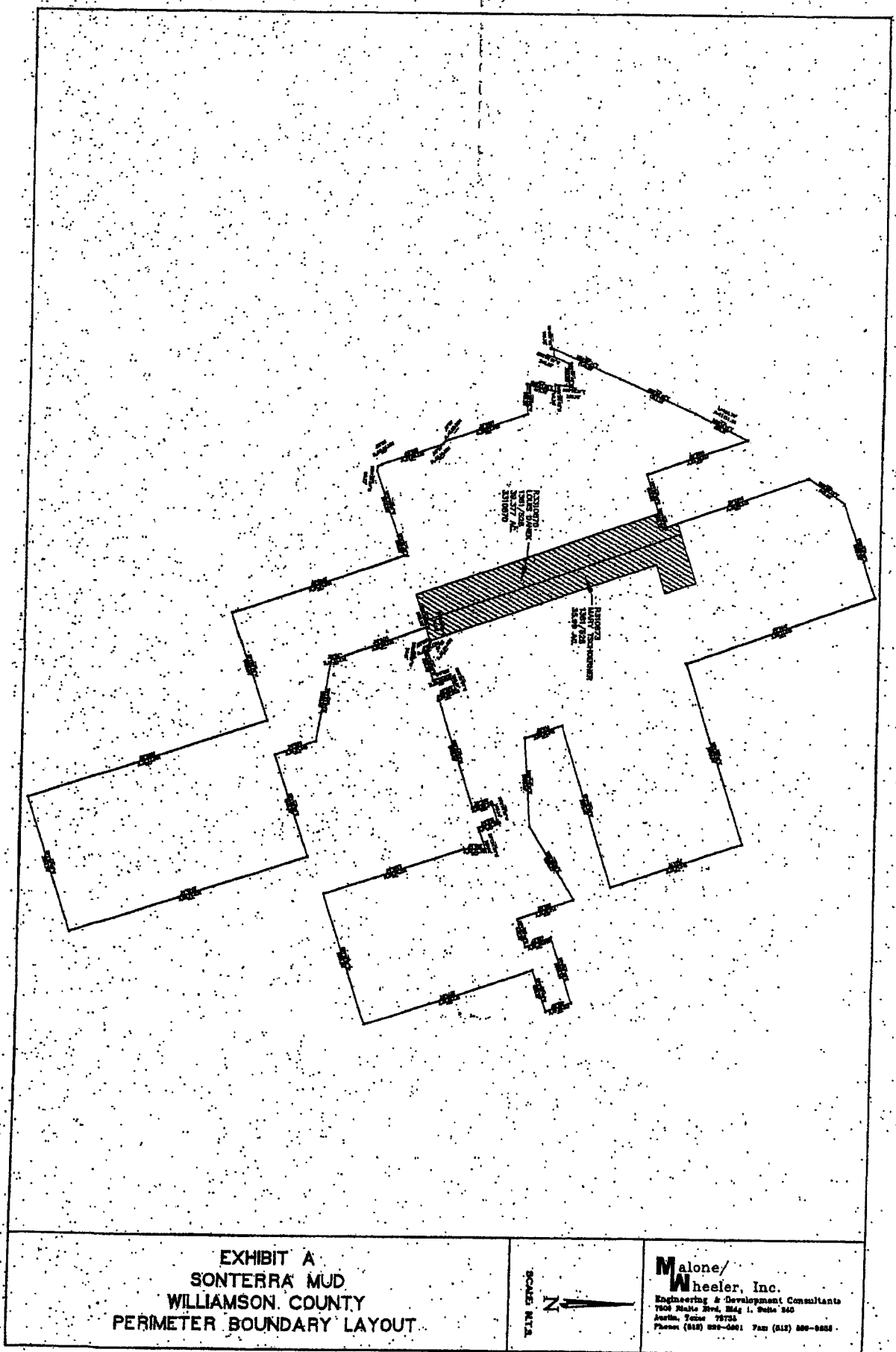


EXHIBIT B
To
Agreement to Creation of Municipal Utility District

DESIGN STANDARDS FOR IMPROVEMENTS.

Section 1. Generally.

(a) **Additional Regulations.** In addition to the requirements established by this Document, all development within the City limits shall be designed so as to comply with the intent and provisions of the Zoning Document, building and housing codes, Master Plan, regulations of the Texas Department of Transportation and the Texas Department of Health, and any other applicable law or regulation adopted by a unit of federal, state or local government; and all development within the extraterritorial jurisdiction of the City shall comply with this Document and all other applicable laws and regulations adopted by a unit of federal, state or local government.

(b) **Standards In General.** The minimum design standards as contained herein shall provide the basic criteria for evaluating proposed development. The City may, however, establish reasonable design requirements in excess of these established minimum standards, or grant variances from those established minimum standards, where by reason of exceptional topographic, cultural, historic, archaeological, hydrologic, or other physical conditions of the property to be developed or of an adjacent tract, the strict adherence to these standards will result in an inappropriate subdivision design or cause unnecessary hardship.

(c) **Coordinated Design.** The quality of life and the community in the Jarrell urban area is dependent on the quality of design of the individual developments in which people live and work. Good community design requires the coordination of the efforts of each developer of land within the urban area. The City of Jarrell intends that the developers shall design urban areas as a group of integrated residential neighborhoods and appropriate commercial, industrial, and public facilities. Therefore, the design of each development shall be prepared in accordance with the applicable principles established by the Master Plan for land use, circulation, community facilities, and public utility services and in accordance with the following general principles:

- (1) The neighborhood, as a planning unit, is intended as an area principally for residential use, and of a size that can be served by one (1) elementary school. Space for recreational, educational, and shopping facilities to serve the residents of the neighborhood should be provided and designed as an integral part of each neighborhood. The location of nearby facilities may be considered in this requirement. The size of lots and blocks should be designed to provide for adequate water and wastewater service, traffic circulation, light, air, open space, landscaping, and off-street parking. The arrangement of lots and blocks and the street system should be designed to make the most advantageous use of topography and natural physical features. Tree masses and large individual trees should be preserved to the greatest extent possible. The system of sidewalks and roadways and the lot layout should be designed to take advantage of the visual qualities of the area.
- (2) The components of the street system should in different degrees serve the separate purposes of access to property and safe, efficient movement of traffic. Land use types should be served by roadways whose capacity increases in proportion to the traffic generation of the land use. Design and location of points of access to property should be appropriate to the volume and speed

characteristics of traffic utilizing the intersection.

- (3) An open space system throughout the urban area should provide a range of active and passive recreation opportunities. Park, open space, and recreation facilities should be located with sensitivity to user population, natural features, traffic generation, and nearby land use.
- (4) Land use arrangement and design should minimize the difference in intensity between adjacent uses in order to provide for the provision of water, wastewater, and roadways sufficient to serve the proposed densities and provide for compatible neighboring developments. Step-down patterns of use surrounding major activity centers, combined with buffering techniques, should ensure that residential densities are compatible with each other, and that higher intensity uses do not impact residential development adversely.
- (5) Public utilities and infrastructure should be provided within all subdivisions in order to ensure the health, safety, and well-being of the public. Utility capacity should be sufficient to meet accepted standards of service to reasonably anticipated development. Where excess capacity in utility lines or facilities within a subdivision will further the efficient and desirable extension of utilities to adjacent property, equitable provision of such capacity is essential to the orderly growth of the urban area.
- (6) Construction of water, wastewater, drainage, gas, electric, telephone, and cable television utilities that require utility cuts of a public street shall be repaired pursuant to applicable City documents.

Section 2. Drainage Improvements.

(a) **Purpose.** The drainage improvement provisions contained herein are deemed necessary for the following reasons:

- (1) Waterways and their associated watersheds within the City's territorial jurisdiction represent significant and irreplaceable recreational and aesthetic resources and contribute directly to the City's public health.
- (2) The continued economic growth of the City is dependent on an adequate quality and quantity of stormwater runoff, a pleasing natural environment, and recreational opportunities in close proximity to the City as well as the protection of people and property from the hazards of flooding.
- (3) All watersheds within the City's jurisdiction, and especially those with abrupt topography, sparse vegetation, and thin and easily disturbed soil, are vulnerable to flooding due to unregulated development activities.
- (4) All watersheds within the City's jurisdiction are undergoing development or are facing development pressure.
- (5) If watersheds within the City's jurisdiction are not developed in a sensitive and innovative manner, their water resources, natural environment, and recreational characteristics may be irreparably

damaged.

- (6) The City should regulate all drainage within the City's jurisdiction for the public benefit and safety, including both the existing and future generations of citizens of the City, as well as for downstream users of the each waterway within the City's territorial jurisdiction.

(b) Policy.

- (1) All drainage improvements within the City's jurisdiction shall be designed in accordance with the City Drainage Criteria Manual, as currently amended, save and except the following:
 - (i) Preface,
 - (ii) Paragraph 1.2.2.E
 - (iii) Paragraph 1.2.4.E.2, and 1.2.4.E.11;
 - (iv) Paragraph 1.2.7;
 - (v) Paragraph 1.4.0;
 - (vi) Paragraph 8.2;
 - (vii) Appendix D;; and
 - (viii) all references to the departments, boards, or divisions shall be the same departments, boards, or divisions within the City of Jarrell. Where such departments, boards, or divisions do not exist within the City of Jarrell, such references shall be construed to mean the Planning and Zoning Commission, the City Engineer, or other representative authorized by the City Council to perform such functions on the City's behalf.
- (2) The Commission shall not recommend approval or approve any plat or plan that does not meet the minimum requirements of this Document in making adequate provisions for control of the quantity of stormwater runoff to protect the public health, safety, and property and benefit the present and future owners of property within the development, other lands within the City, and neighboring areas.
- (3) It shall be the responsibility of the developer to design and construct a system for the collection and transport of all stormwater runoff flowing into and generated within the development, in accordance with:
 - (i) The requirements of this Document.
 - (ii) The City of Jarrell Drainage Criteria Manual, as currently amended, save and except as noted in this Document.
 - (iii) Good engineering practices.

- (iv) Approved engineering plans for construction.
- (v) The regulations and principles of law established pursuant to the Texas Water Code.
- (4) In general, drainage improvements shall be designed and constructed in a manner that promotes the development of a network of both natural and built drainageways throughout the community and so as to:
 - (i) Retain natural flood plains in a condition that minimizes interference with flood water conveyance, flood water storage, aquatic and terrestrial ecosystems, and ground and surface water.
 - (ii) Reduce exposure of people and property to the flood hazards and the nuisances associated with inadequate control of stormwater runoff.
 - (iii) Systematically reduce the existing level of flood damages.
 - (iv) Ensure that corrective works are consistent with the overall goals of the City.
 - (v) Minimize erosion and sedimentation problems and enhance water quality.
 - (vi) Protect environmental quality, social well-being, and economic stability.
 - (vii) Plan for both the large flooding events and the smaller, more frequent flooding events by providing both major and minor drainage systems.
 - (viii) Minimize future operational and maintenance expenses.
 - (ix) Reduce exposure of public investment in utilities, streets, and other public facilities (infrastructure).
 - (x) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the public.
 - (xi) Acquire and maintain a combination of recreational and open space systems utilizing flood plain lands.

Section 3. Transportation Improvements.

(a) **Purpose.** The planning for a thoroughfare system is essential for the continued efficient movement of people and goods, and the Master Plan shall serve as a guide for the location and scale of future collector and arterial streets. The precise alignment of thoroughfares included in the Plan may be varied to allow adjustments that increase the compatibility of the right-of-way with natural or man made features such as steep slopes, waterways, wildlife habitats, neighborhoods, historic structures, or existing roadways.

(b) Policy.

- (1) All transportation improvements including streets, driveways, sidewalks, bikeways, traffic control, and parking areas within the City's jurisdiction shall be designed in accordance with the City of Jarrell's Transportation Criteria Manual, as currently amended, save and except the following:
 - (i) all references to the Jarrell Metropolitan Area Transportation Plan shall be construed to mean the City of Jarrell's Master Plan;
 - (ii) Paragraph 1.3.1.G;
 - (iii) Compact parking spaces will not be allowed;
 - (iv) all references to Jarrell zoning districts as they pertain to street classifications, trip generation, and recommended pavement design, off-street parking requirements;
 - (v) Appendix F; and all references to the City of Jarrell, including its departments, boards or divisions shall be the same departments, boards, or divisions within the City of Jarrell. Where such departments, boards, or divisions do not exist within the City, such references shall be construed to mean the Planning and Zoning Commission, the City Engineer, or other representative authorized by the City Council to perform such functions on the City's behalf.
- (2) Street layout. Adequate streets shall be provided by the subdivider and the arrangement, character, extent, width, grade, and location of each shall conform to the comprehensive plan of the City and professional urban planning and shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous development of the entire neighborhood.
- (3) Relation to adjoining street system. Where necessary to the neighborhood pattern, existing streets in adjoining areas shall be continued and shall be at least as wide as such existing streets and in alignment therewith.
- (4) Projection of streets. Where adjoining areas are not subdivided the arrangements of streets in the subdivision shall make provision for the proper projection of streets into such unsubdivided areas.
- (5) Street jogs. Whenever possible, street jogs with center line offsets of less than 125 feet shall be avoided.
- (6) Street intersection. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain and topography.
- (7) Dead-end Streets. Dead end streets shall be prohibited except as short stubs to permit future expansion.
- (8) Cul-de-sacs. In general, cul-de-sacs shall not exceed 600 feet in length, and shall have a turnaround

of not less than 100 feet in diameter in residential areas, and not less than 100 feet in diameter in commercial and industrial areas.

- (9) Marginal access streets. Where a subdivision has frontage on an arterial street, there shall be provided a marginal access street on both sides or on the subdivision side of the arterial street, if the arterial street borders the subdivision, unless the adjacent lots back up to the arterial street, or unless the Commission determines that such marginal access streets are not desirable under the facts of a particular case for adequate protection of the lots and separation of through and local traffic.
- (10) Streets on comprehensive plan. Where a subdivision embraces a street as shown on a comprehensive plan of the City, such street shall be platted in the location and of the width indicated by the comprehensive plan.
- (11) Minor Street. Minor streets shall be laid out so as to discourage their use by through traffic.
- (12) Pavement widths and rights-of-way. Pavement widths, which shall be curb back to curb back, and rights-of-way shall be as follows:
 - (i) Arterial streets shall have a right-of-way width of at least 90 feet, with a pavement width of at least 60 feet or two 24 foot paved sections.
 - (ii) Collector streets shall have a right-of-way of at least 70 feet and a pavement width of at least 44 feet.
 - (iii) Intermediate streets shall have a right-of-way of at least 60 feet and a pavement width of at least 36 feet.
 - (iv) Minor streets shall have a right-of-way of at least 50 feet with a pavement width of at least 31 feet.
 - (v) Nonresidential marginal access streets shall have a right-of-way width of at least 60 feet and a pavement width of at least 36 feet.
 - (vi) Residential marginal access streets shall have a right-of-way width of at least 50 feet and a pavement width of at least 31 feet.
- (13) Pavement and rights-of-way width for adjacent streets:
 - (i) The subdivider shall dedicate a right-of-way of 90 feet in width for new adjacent arterial streets, and 36 feet of such right-of-way shall be paved.
 - (ii) New adjacent collector, minor or marginal access streets shall conform to Paragraph b (12) of this Section.
 - (iii) Where the proposed subdivision abuts upon an existing street or half-street that does not conform to Paragraph b (12) of this section, the subdivider shall dedicate right-of-way sufficient to make the full right-of-way width conform to paragraph b (12), and there shall

be paved so much of such right-of-way as to make the full pavement width comply with Paragraph b (12). Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back 2 feet to assure an adequate sub-base and pavement joint.

- (14) **Curbs.** Curbs shall be installed by the subdivider on both sides of all interior streets, and on the subdivision side of all streets forming part of the boundary of the subdivision.
- (c) **Street Lighting.** Street lighting shall be installed by the developer for all new streets within the jurisdiction of the City, and shall be designed and constructed in accordance with City Standard Details and Specifications.
- (d) **Street Signage.** Street signs shall be installed by the developer at all intersections within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications.
- (e) **Sidewalks.** Sidewalks shall be installed by the developer on both sides of all streets within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications.
- (f) **Streets and Roads.** In addition to designing, installing, and constructing all reasonably necessary and useful streets, roads and alleys within the boundaries of the Subdivision, the developer shall be responsible for the dedication of additional right-of-way required for the streets and roads adjacent to and abutting the boundaries of the Subdivision and the cost and expense of widening and improving any such street or road to the centerline thereof.

Section 4. Water Utility Improvements.

- (a) **Policy.** Developers shall be responsible for providing an approved public water supply system consistent with the Master Plan, this Document, and the rules and regulations of the entity providing or to provide water to the development.
- (1) Where an approved public water supply or distribution main owned by the City is within reasonable distance of the subdivision as determined by the Commission, but in no case more than one-half (1/2) mile away and connection to the system is both possible and permissible, the developer shall be required to bear the cost of connecting the development to such existing City water supply. In some instances, the City may request that the main water connection be oversized or rerouted to suit future water system improvements in that area. In such cases, the City will reimburse the developer the costs of oversized or rerouting such connections.
- (2) The developer shall, consistent with all existing documents, make a pro-rata contribution to funding of needed storage facilities, treatment facilities, and specific distribution lines as determined necessary by the City. Under extraordinary circumstances, these provisions may be varied with the approval of the Council and Commission.

(b) Design.

- (1) The design and construction of a public water system shall
 - (i) comply with regulations covering extension of public water systems adopted by the Texas Commission on Environmental Quality.
 - (ii) be of sufficient size to furnish adequate domestic water supply and fire protection services to all lots, and to conform with the Master Utility Plan for the City;
 - (iii) be located where maintenance can be accomplished with the least interference with traffic, structures and other utilities;
 - (iv) be designed in an effort to eliminate the need for booster pumps or other similar devices;
 - (v) not propose water mains less than eight (8) inches in diameter, with consideration for four (4) and six (6) inch pipe in cul-de-sacs and looped streets;
 - (vi) be acceptable, without penalty, to the State Fire Insurance Commission. To that end, the following fire flows shall be required:

a)	Principal mercantile and industrial areas	3,000 gpm
b)	Light mercantile areas	1,500 gpm
c)	Congested residential areas	750 gpm
d)	Scattered residential areas	500 gpm
 - (vii) include fire hydrants:
 - a) at a maximum spacing of 600 feet for residential developments;
 - b) within 300 feet of all sides of a non-residential development.
 - c) at the end of all cul-de-sac streets, or similar dead-end water distribution lines; and
 - d) for fire flows calculated with twenty (20) pound residual pressure.
 - (viii) include valves on each fire hydrant lead, at each intersection of two (2) or more mains, and valve spacing so that no more than 30 customers will be without water during a shutoff;
 - (ix) be designed and constructed in accordance with City Standard Details and Specifications; and,
 - (x) be designed and constructed to comply with all applicable rules, regulations and policies of the entity that will provide water service to the development.
- (2) The design of private water systems shall include backflow prevention assemblies for domestic and fire protection systems that are directly or indirectly connected to the City's potable water distribution system.

Section 5. Wastewater Utility Improvements.

- (a) **Policy.** Developers shall be responsible for providing an approved wastewater system, consistent with the Master Plan, this Document and the rules and regulations of the entity providing or to provide wastewater service to the development, throughout the development, such that all lots, parcels, or tracts of land will be capable of connecting to the wastewater system except as otherwise provided herein.
- (1) Where an approved public wastewater collection main owned by the City is within reasonable distance of the subdivision as determined by the Commission, but in no case more than one-half (1/2) mile away and connection to the system is both possible and permissible, the developer shall be required to bear the cost of connecting his development to such existing wastewater system. In some instances, the City may request that the main wastewater connection be oversized or rerouted to suit future wastewater system improvements in that area. In such cases, the City will reimburse the developer the costs of oversizing or rerouting such connections.
 - (2) The developer shall, consistent with all existing documents, make a pro-rata contribution to funding of needed lift station facilities, treatment facilities, and specific collection lines as determined necessary by the City. Under extraordinary circumstances, these provisions may be varied with the approval of the Council and Commission.
- (b) **Design.** The design and construction of wastewater collection systems, lift stations, inverted siphons, and septic systems shall comply with regulations covering extension of public wastewater systems, and other applicable regulations, adopted by the Texas Commission on Environmental Quality. Under extraordinary circumstances, these provisions may be varied with the approval of the Council and Commission.
- (1) All new public wastewater systems shall be designed and constructed to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains.
 - (2) Flow determinations should include generally accepted criteria for average daily flow, inflow and infiltration, peaking factors, minimum slopes, and minimum flow velocities.
 - (3) The minimum size of any public wastewater line will be six (6) inches in diameter.
 - (4) Public wastewater lines shall be located where maintenance can be accomplished with the least interference with traffic, structures and other utilities. Minimum separation distance from water utilities shall be in accordance with the rules adopted by the Texas Commission on Environmental Quality.
 - (5) Manholes shall be located so as to facilitate inspection and maintenance, including intersections, horizontal alignment changes, vertical grade changes, change in pipe size or material, and force main discharge points.
 - (6) All wastewater appurtenances shall be designed and constructed in accordance with City Standard Details and Specifications.

- (7) All wastewater systems shall be designed and constructed to comply with all applicable rules, regulations and policies of the entity that will provide wastewater service to the development.

Section 6. Blocks and Lots.

Except as provided otherwise in this Section, the terms and provisions of the Zoning Document establishing the minimum lot area, width, setback line, side yard and rear yard requirements for each zoning or use category are incorporated herein by reference. Such regulations and standards shall be applied to property within the City limits based upon the zoning of the property and to property within the extraterritorial jurisdiction based on agreement of, and the land use proposed by, the developer.

(a) **Blocks.**

- (1) The length, width, and shape of blocks shall meet the following standards:
 - (i) Provide adequate building sites (lots) suitable to the special needs of the type of use designated on the plat;
 - (ii) Accommodate lots of the size and dimensions required by this Section;
 - (iii) Provide for convenient access, circulation, control, and safety of street traffic;
 - (iv) Minimize reductions in the capacity of adjacent streets in so far as possible by reducing the number of turning movement conflicts;
 - (v) Provide an appropriate response to the limitations and opportunities of topography. and
 - (vi) Increase the ability of building sites (lots) to receive or to be protected from solar gain as the season requires to improve utility efficiency and to increase the livability of each lot.
- (2) Residential blocks shall not exceed one thousand three hundred (1,300) feet nor be less than five hundred (500) feet in length, except as otherwise provided for herein.
- (3) Blocks along arterial streets shall not be less than one thousand six hundred (1,600) feet.
- (4) The width of blocks shall be sufficient to accommodate two (2) tiers of lots with minimum depth as required by this Section, exceptions to this width shall be permitted in blocks adjacent to major streets, railroads, waterways, or other topographical features prohibiting a second lot tier.
- (5) The Commission may, at the Preliminary Plat phase, require the dedication of an easement or right-of-way not less than ten (10) feet wide bisecting the center of any block in excess of eight hundred (800) feet in length to accommodate utilities, drainage facilities, and/or pedestrian access to greenbelts or park areas.
- (6) Blocks shall be identified on each plat by consecutive adjacent numbers within each subdivision and portion thereof. Blocks forming a continuation of a previous subdivision block shall continue

the block number.

(b) **Lots.** All land area within the boundaries of the subdivision or resubdivision specifically dedicated as public right-of-way for any purpose shall be designated as a lot.

- (1) The required lot area, width, building setback line, front, side, street side and rear setbacks for each lot as established in the Zoning Document are incorporated herein by:
 - (i) Within the City limits such requirements and standards shall be based on the zoning of the property, and,
 - (ii) Within the extraterritorial jurisdiction, such requirements and standards shall be based on the agreement of, and land use proposed by, the developer.
- (2) The minimum lot size for all lots shall be dependent upon the availability of central sewer system service.
 - (i) Lots to be served by the central sewage system shall have a minimum lot size of the provisions of the Zoning Document for the zoning or proposed use, or the minimum size specifically permitted for certain uses as authorized by the Zoning Document. The minimum size of any lot developed within the corporate limits of the City or within the extraterritorial jurisdiction shall be not less than 6,000 square feet. The minimum size of any lot developed for any residential use shall be not less than 6,000 square feet.
 - (ii) Lots to be served by septic systems shall have a minimum of 22,000 square feet and shall conform to the County regulations based on percolation tests.
- (3) Each lot shown on a plat shall be clearly designated by a number located within the boundaries of the lot. The boundaries of each lot shall be shown by bearing and distance measurements to monuments found or established on the ground in conformance with this Document.
- (4) For developments within the corporate limits of the City, the proposed use for each lot shall be indicated on the plat, and in accordance with the City's Zoning Document, as currently amended.
- (5) For developments outside the corporate limits of the City, but within the City's jurisdiction, the proposed use for each lot shall be indicated on the plat, and in accordance with the City's Zoning Document, as currently amended.
- (6) All lots shall be rectangular, except when the street alignment is curved, in which case the lot shall conform to the other provisions of this Document.
- (7) No lot shall have a corner intersection of less than forty-five (45) degrees.
- (8) The ratio of average depth to average width shall not exceed two and one-half to one (2.5:1) or be less than one and one-half to one (1.5:1) unless the lot is at least one and one-half times the required lot size, unless both the depth and width of the lot exceed the minimum lot size of the Zoning Document, and the City finds that the proposed lot dimensions are consistent with the purposes of the Zoning Document.

development and the Master Plan.

- (9) All lots shall face and have contiguous frontage on a usable, dedicated public road right-of-way except lots within a PUD which may have similar frontage on a private street under common ownership. The extent of this frontage (front line) shall conform to the minimum lot width requirements set forth in the City's Zoning Document.
- (10) Except as otherwise approved through the granting of a variance, all lots shall face a similar lot across the street.
- (11) Lot lines common to the street right-of-way line shall be the front line. Side lot lines shall project away from the front line at approximately at right angles to street lines and radial to curved street lines. The rear line shall be opposite and approximately parallel to the front line.
 - (i) The length and bearing of all lot lines shall be indicated on the plat; and
 - (iii) Wherever feasible, lots arranged such that the rear line of a lot or lots is also the side line of an adjacent lot shall be avoided. When this occurs, ten (10) feet shall be added to the minimum lot width and the side building line adjacent to the rear yard of another lot.
- (12) Lot area, width, and depth shall conform to the requirements as established in the Zoning Document. For developments outside the corporate limits of the City, but within the City's extraterritorial jurisdiction, lot size shall be consistent with similar uses as defined in the Zoning Document.
- (13) Double Frontage Lots.
 - (i) Residential lots shall not take access on two (2) non-intersecting local and/or collector streets, and
 - (ii) Residential lots adjacent to an arterial street shall also have frontage on a local street. Vehicular access to these lots shall be from the local street only. Non-residential lots with double frontage shall have off-set access points to inhibit cut-through traffic.
- (14) Reverse Frontage Lots. Residential lots with rear yards facing highways, access roads, and major or minor arterial streets should be at least 130 feet in depth so as to provide adequate rear yard area for screening and buffering of the rear of the structure, as required by this Document.
- (15) Corner Lots.
 - (i) Lots having frontage on two (2) or more intersecting streets shall be classified as corner lots;
 - (ii) Corner lots adjacent to streets of equal classification shall have only one (1) access driveway on either of the intersecting streets, except as otherwise approved by the Commission;

- (ii) Corner lots adjacent to streets of unequal classification shall access the lower classification street only and only one (1) drive approach shall be allowed, except as otherwise approved by the Commission;
 - (iii) Corner lots shall contain at least one (1) street side building setback line; and
 - (iv) Corner residential lots shall be ten (10) feet wider than the average interior lot on the same block.
- (16) Building Setback Lines.
- (i) Each lot shall have a building setback line which runs parallel to the property line.
 - (ii) The front and rear building setback lines shall run between the side lot lines.
 - (iii) The side building setback lines, and street side building setback lines for corner lots, shall extend from the front building setback line to the rear building setback line.
 - (iv) The building setback line for each designated lot shall conform to the City's Zoning Document, as currently amended. For developments outside the corporate limits of the City, but within the City's extra-territorial jurisdiction, building setback lines shall be consistent with similar uses as defined in the Zoning Document.
 - (v) All building setback lines shall be indicated on the subdivision plat. For non-residential developments, a note stating that "all building setback lines shall be in accordance with the City's current Zoning Document" shall be placed on the plat.
- (17) Yard Areas. The area between the property line and the front, side or rear building setback line shall be the required front, side and rear yard areas, respectively.
- (i) No structure or impervious construction shall be allowed in the front yard area except for fences, driveways, sidewalks, utility distribution lines and appurtenances within dedicated easements and rights-of-way, and/or drainage structures; and
 - (ii) No structures or impervious construction shall be allowed in required side or rear building setback areas except for the following accessory structures on one (1), two (2) or three (3) family residential lots:
 - a) Swimming pools located at least three (3) feet from the property line and screened by a six (6) foot tall privacy fence;
 - b) Playscapes not taller than nine (9) feet above mean grade, located at least three (3) feet from the property line and screened by a six (6) foot tall privacy fence; and/or
 - c) Satellite dishes or telecommunications devices not taller than nine (9) feet above mean grade, located at least three (3) feet from the property line and screened by a six (6) foot tall privacy fence.

d) Driveways to side entry garages.

(18) Lot Access.

- (i) A minimum of one (1) all-weather access area (either individually, or common to more than one lot) or driveway shall be provided for lot connecting the lot to an existing or proposed dedicated public street. An exception may be made for lots within a Planned Unit Development which may have similar access to a private street. Each lot shall front upon a public street or, in the case of a Planned Unit Development, have access by way of access easement sufficient to meet the requirements of the Standard Fire Prevention Code.
- (ii) All driveway approaches shall be constructed to conform with the provisions of this Document, and the City Standard Details and Specifications.

(19) Lot Numbering.

- (i) All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.
- (ii) Any lot(s) being resubdivided shall be renumbered utilizing the original lot number, followed by a letter designation starting with A.

(20) Lot Easements. Public utility easements on side and rear lot lines shall be required as needed to accommodate public utility and drainage appurtenances, and as specified in this Document.

(21) Lot Drainage. Lot drainage shall be in conformance with the requirements of this Document.

Section 7. Easements.

(a) All existing and proposed easements, safety lanes, and rights-of-way shall be clearly indicated on the plat or plan, as well as an indication to the use of each easement or right-of-way.

(b) No permanent structure may be placed in or over any easement or right-of-way except a structure whose use and location are necessary to the designated use of the right-of-way or easement or which otherwise will not affect the use, maintenance or repair of such easement.

(c) The width and alignment of all easements or rights-of-way to be dedicated shall be determined by the City Engineer, any applicable utility provider and the Commission, and approved by the Commission, and shall be accompanied by a notarized statement of dedication on the plat.

(d) Easements shall be established and dedicated for all public utility and drainage appurtenances, including common access areas, and other public uses requiring dedication of property rights.

(e) In so far as practicable, easements shall not be centered on a property line, but shall be located entirely on one (1) side of a lot.

Section 8. Public Land Dedication.

(a) **Dedication of Public Land Required.** It shall be required that a developer of any residential subdivision within the City's territorial jurisdiction set aside and dedicate to the public sufficient and suitable lands for the purpose of public use or make an in-lieu financial contribution for the acquisition of such public land and/or improvements and amenities in accordance with the provisions of this Document.

- (1) All plats receiving Final Plat approval based on this Document shall conform to the requirements of this section.
- (2) The Council and developer may negotiate the combination of public land dedication and/or payment of fees-in-lieu of required public land to satisfy the provisions of this Document.

(b) **Formula for Calculating Area of Public Land (VJ2020).** The acreage of public land to be contributed prior to final approval by the Commission of any residential subdivision shall be equal to one (1) acre for each sixty-six (66) new residential lots projected to occupy the residential subdivision, or eight percent of the total project area, whichever is greater.

(c) **Fee Payment In-lieu of Public Land Dedication.** When the amount of land required to be contributed is less than three (3) acres for the particular subdivision, the Council may require the developer to pay a fee-in-lieu of public land dedication.

- (1) Where the payment of a fee-in-lieu of public land dedication is required as provided for in this Document, such fee shall be in an amount equal to two hundred fifty dollars (\$250) per new residential lots projected to occupy the subdivision.
- (2) The developer shall tender and pay over to the City said fee prior to recordation of the Final Plat.

(d) **Public Land.** For purposes of this Agreement, public land means any open space, including, but not limited to, church grounds, school grounds, government grounds, greenbelts, hiking trails, biking trails, parks, golf courses, equestrian facilities, fire and police facility grounds, city office and facility grounds, or any other publicly accessible open space. In the event a developer obtains Commission approval to deviate from the approved Preliminary Plat thereby increasing the number of dwelling units projected, or where the use of property is changed from a non-residential use to a residential use, the owner or developer shall be obligated to provide additional land or fee for the public land or amenities required for the additional dwellings prior to the Commission approving the Final Plat for recordation.

**AMENDMENT NO. 1 TO AGREEMENT CONCERNING CERTIFICATES OF
CONVENIENCE AND NECESSITY BETWEEN SONTERRA MUNICIPAL UTILITY
DISTRICT AND JARRELL-SCHWERTNER WATER SUPPLY CORPORATION**

This "Amendment No. 1 to Agreement Concerning Certificates of Convenience and Necessity Between Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation" (the "Agreement") is entered into between Sonterra Municipal Utility District (the "District") and Jarrell-Schwertner Water Supply Corporation (the "Corporation") to amend the Agreement as follows:

The District has annexed or intends to annex tracts of land totaling approximately 1,457.929 acres as shown on Exhibit A hereto. Exhibit A also shows the land originally within the District. The parties agree that the terms of the Agreement shall also apply to the lands shown on Exhibit A as being annexed into, or to be annexed into, the District as of the date of such annexation(s).

The District agrees that it will not ~~object~~ to any application for a water CCN, or amendment thereto, by the Corporation for a ~~200~~ ⁴⁰⁰ foot strip wide area of land over any existing water lines of the Corporation within the area shown in Exhibit A as being included within or to be included within the District.

Except as set forth in this Amendment No. 1, the terms of the Agreement shall remain in full force and effect.

Agreed and executed as of Oct. 5, 2009, 2009.

SONTERRA MUNICIPAL UTILITY DISTRICT

By: Garry Wedge

President

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION

By: [Signature]

President

BY THE UNDERSIGNED DEEDS OF THE BOOK OF DEEDS OF THE SENIOR RECORDS, UTILITY DISTRICT OF WASHINGTON COUNTY, I HEREBY CERTIFY THAT THIS MAP IS A COMPLETE AND ACCURATE ONE SHOWING THE BOUNDARIES OF SAID DISTRICT.

THE STATE OF TEXAS
COUNTY OF WILLOW

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS ON THIS DAY PERSONALLY APPEARED

OF THE SOUTHERN MUNICIPAL UTILITY DISTRICT OF WILLACAMUS COUNTY, TEXAS,
KNOWS TO ME TO BE THE PERSONS AND OFFICERS WHOSE NAMES ARE
SIGNED ABOVE, AND APPROVED AND AUTHORIZED THE STATEMENT

RECEIVED BY NAME AND SEAL OF OFFICE THIS DATE _____ BY _____

REMARKS: [REDACTED]

SOUTHERN BRIDGES
UTILITY DISTRICT
TOTAL ACREAGE
1457.929 ACRES

SCALE: 1" = 500'

QUALIFYING REQUIREMENTS

THE PLAN SHOWN HEREIN IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS DESCRIBED BY SAID PLAN, LINES AND BOUNDARIES OF SAID PROPERTY BEING AS SHOWN THEREON. THE UNDERSIGNED, EXCEPT AS SHOWN THEREON, HAS NO INTEREST IN AND MAKES NO PUBLICLY AVAILABLE RECORD.

REARMS BAPT REAR STATE PLAC STRIPATE BUSTON, MAH FOR, COTTON, BPC.

THIS IS TO CERTIFY THAT ON THE DATE OF MY SIGNATURE ABOVE

REMARK: THE FOLLOWING PERSONS ARE A 1941 TWO CAR
REPRESENTATION OF THE FIELDS WERE DESCRIBED
SOUTHERN MUNICIPAL UTILITY DISTRICT

[Signature]
EDWIN E. MAYER, JR., Esq.
COURT REPORTER

**SONTERRA MUNICIPAL UTILITY DISTRICT
BOUNDARY**

WILLIAMSON COUNTY, TEXAS

PREPARED FOR:
JONES-TEROY & ASSOCIATES, INC
1909 GREEN LAKE
BLDG. A, STE. 8
PFLUGERVILLE, TEXAS, 78060

ARM REGISTRATION NO. F-1658
ENGINEERING - PLANNING - SURVEILLANCE

CONSTRUCTION MANAGEMENT
IRLEY ASSOCIATES, INC.

ORLEY ASSOCIATES, INC.
TEMPLE, TEXAS

301 N. 3rd St. Temple, Texas (254) 773-2400
E-MAIL: info@turleyassociates.com FAX NO. (254) 773-3888

**AGREEMENT CONCERNING CERTIFICATES OF CONVENIENCE AND
NECESSITY BETWEEN SONTERRA MUNICIPAL UTILITY DISTRICT AND
JARRELL-SCHWERTNER WATER SUPPLY CORPORATION**

Jarrell-Schwertner Water Supply Corporation (the "Corporation") agrees and consents to the issuance of a dual certification with Sonterra Municipal Utility District (the "District") for any of the area of approximately 1,135.71 acres, more or less as described in the legislation creating the District and on the map attached hereto as Exhibit A, that may overlap Jarrell-Schwertner Water Supply Corporation's existing CCN. The District likewise consents to such dual certification over the areas included within the approximately 1,135.71 acre area described by the map attached hereto as Exhibit A that may overlap the Corporation's existing CCN.

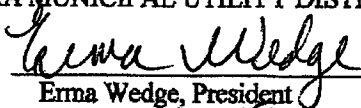
The District agrees to pay to the Corporation the sum of \$9,000 on or before January 31, 2009, to assist the Corporation in re-locating its 2 inch water line located within the boundaries of the District and running along a line for approximately 3,500 feet from a point beginning approximately 100 feet from the IH-35 frontage, at the front of the 235 acre tract known as the Bill & Felix Schwertner Tract into the water line easement of the Corporation that is 10 feet wide and located adjacent to the nearest road (IH-35 Frontage), as spelled out in the easement to the Corporation 524/781 record of easement as identified by title commitment GF-04035805, provided by Longhorn Title Company.

The District agrees that water customers located within the dually certificated area as provided by this Agreement shall be entitled to receive sanitary sewer service from the District and the District shall not require as a precondition to such sanitary sewer service that the water customer obtain water service from the District.

The Corporation agrees to enter into an agreement with the District to provide that the Corporation will discontinue provision of water service under its policies if the District's sewer service charge is not timely paid.

Agreed to as of the date(s) set forth below.

SONTERRA MUNICIPAL UTILITY DISTRICT

By: 
Erma Wedge, President
Date: 10-23-08

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION

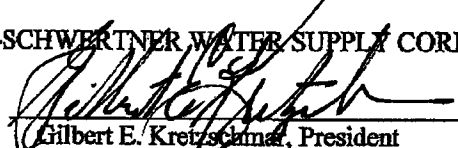
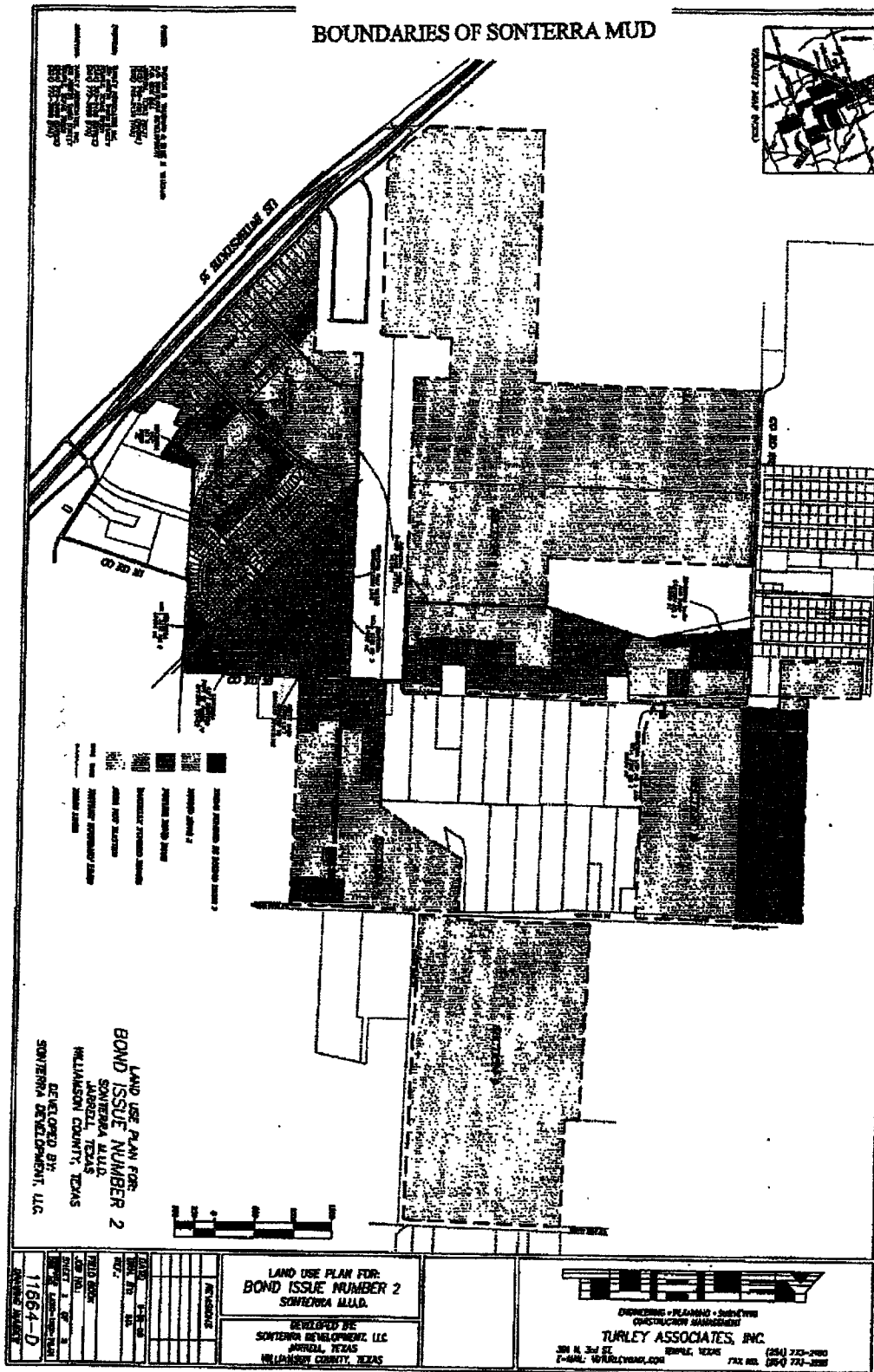
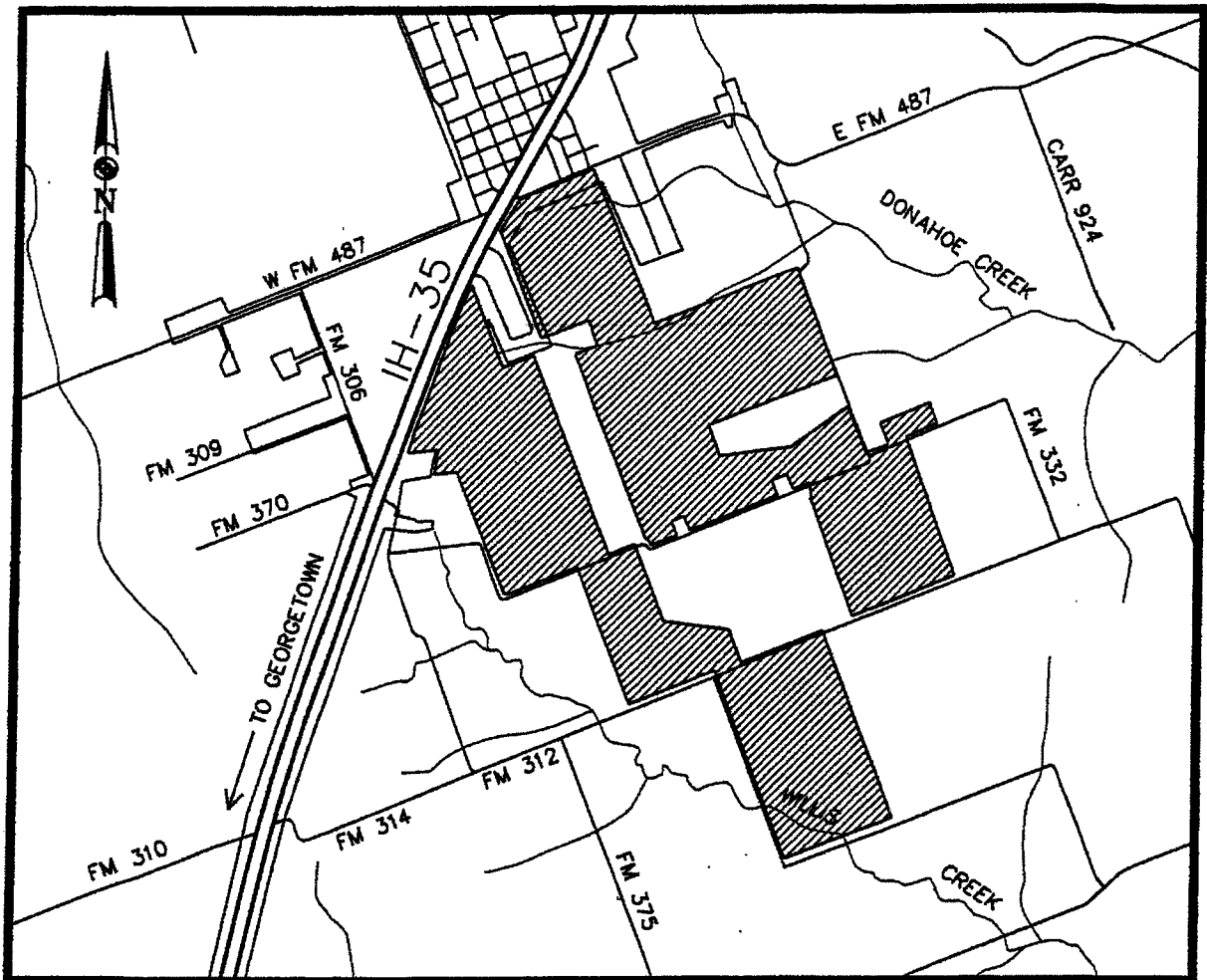
By: 
Gilbert E. Kretschmar, President
Date: 10-23-08

EXHIBIT A

BOUNDARIES OF SONTERRA MUD





SONTERRA MUD. OVERALL

**MATKIN-HOOVER
ENGINEERING, INC.**

CIVIL ENGINEERS
LAND PLANNERS
CONSULTANTS

P.O. Box 54
1489 S. MAIN
BOERNE, TEXAS 78006
PH: 830-249-0600



N.T.S.