

compliance with any such governmental requirements where noncompliance or noncooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action.

ARTICLE IV. RATES, CHARGES, AND BILLING

4.01. Rates and Charges. Prior to the O&M Transfer Date: (1) the District shall fix and collect rates and charges for water and wastewater service to its customers that are, in the opinion of the District's Board of Directors, sufficient, together with any other revenues and funds available to the District, to produce the amount necessary to operate, repair, and maintain the Retail Water System, Retail Wastewater System, pay its debt, and to pay the cost of emergency water service from City under the Agreement for Emergency Water Service; (2) the District shall be solely responsible for ensuring that its rates and charges are determined and collected in accordance with applicable law; and (3) the District shall continue to provide customer billing, collection, and customer inquiry services as was provided as of the Effective Date for all of its retail and out-of-district customers.

Commencing on the O&M Transfer Date, the City shall charge the customers in the District in-city rates for water and wastewater service, and the City shall provide customer billing, collection, and customer inquiry services for all retail and out-of-district customers within the Service Area at the same level as provided by the District before the O&M Transfer Date.

4.02. District Responsible for Approval of Connections. Prior to the O&M Transfer Date: (1) the District will be solely responsible for the appropriate allocation of water and wastewater capacity among its retail and out-of-district customers within the Service Area; and (2) the District will be responsible for ensuring compliance by its customers with the applicable terms of this Water and Wastewater Agreement and for the proper and lawful application of District policies and ordinances governing connection to the Retail Water System and Retail Wastewater System.

Commencing on the O&M Transfer Date: (1) the City will be solely responsible for the appropriate allocation of water and wastewater capacity among the retail and out-of-district customers within the Service Area; and (2) the City will be responsible for ensuring compliance by its customers with the applicable terms of this Water and Wastewater Agreement and for the proper and lawful application of City policies and ordinances governing connection to the Retail Water System and Retail Wastewater System.

4.03. Customer Fees. Prior to the O&M Transfer Date, the District shall be solely responsible for the proper exercise of its governmental power to assess and collect fees, rates, taxes, or other charges associated with the operation and maintenance of the Retail Water System and Retail Wastewater System and for ensuring that the assessment and collection of the same is in compliance with applicable law. Commencing on the O&M Transfer Date, the City shall be solely responsible for the proper exercise of its governmental power to assess and collect fees, rates, or other charges associated with operation and maintenance of the Retail Water System and Retail Wastewater System and for ensuring that the assessment and collection of the same is in compliance with applicable law.

4.04. District Fees Charged to the City. The District agrees that it shall not charge the City any fees or charges or require any licenses related to the City's ownership or the District's current and the City's future operations and maintenance of the Retail Water System and Retail Wastewater System located within the Service Area.

4.05. Transfer of Customer Records. The District agrees to provide, in an electronic form acceptable to the City and at no cost to the City, all necessary customer billing records and information in order for the City to assume billing responsibilities on the O&M Transfer Date, no later than 30 days from the receipt of the City's request.

ARTICLE V. CONSTRUCTION OF FACILITIES

5.01. District Responsibilities. Prior to the O&M Transfer Date, the District shall be solely responsible for design, engineering, financing, construction, installation, inspection, operation, maintenance, repair, and replacement of all facilities within the Retail Water System and Retail Wastewater System. After the O&M Transfer Date, the City shall be solely responsible for design, engineering, financing, construction, installation, inspection, operation, maintenance, repair, and replacement of all facilities within the Retail Water System and Retail Wastewater System.

5.02. No Private Lines; Reselling of Water. The District has no knowledge of any existing, and shall prohibit the installation of new, privately owned water lines, mains, or appurtenances installed, maintained, or utilized in the public right-of-way within the Service Area in this Water and Wastewater Agreement.

5.03. Acquisition of Rights-of-Way. The District represents and warrants that to the best of its knowledge, it has all required easements and access rights required to access, own, and operate the Retail Water System and Retail Wastewater System, either by instrument, plat dedication or by prescription, and the District transfers and assigns said rights to the City in accordance with the terms of this Water and Wastewater Agreement. In the event that any third person successfully challenges the City's exercise of any such rights prior to the O&M Transfer Date, the District agrees to fully cooperate with the City and take all reasonable actions at the District's expense to defend or establish such rights.

ARTICLE VI. SERVICE AREA AND LIMITATIONS ON SERVICE

6.01. Limitation of Service Area. The Parties agree to the following:

(a) Except for the Prior Out-of-District Agreements, the District may not provide or construct or install facilities to provide Water, Reclaimed Water, or Wastewater service outside the Service Area without the prior approval of the Austin City Council;

(b) The Austin City Council reserves the right to deny for any reason any requests by the District for approval under subsection (a) above;

(c) If the District provides Water, Reclaimed Water, or Wastewater service outside the Service Area in violation of subsection (a) above, the City may require the District to immediately terminate service to the land outside the Service Area; and

(d) Except as authorized before the Effective Date, the District may not connect any customer that the District knows provides Water, Reclaimed Water, or Wastewater service directly or indirectly to another person or entity outside the Service Area. The District will immediately terminate the service of any such customer once it discovers any such connection.

6.02. No Delegation of Governmental Authority. The limitations stated herein shall not be construed as a delegation by the District to the City of any governmental authority or power but rather shall be construed as a contractual requirement for consent by the City to the enlargement of the City's required performance hereunder and a condition precedent to further performance by the City hereunder.

ARTICLE VII. OWNERSHIP OF FACILITIES

7.01. Transfer of Ownership.

(a) Upon the Effective Date of this Water and Wastewater Agreement, and except as otherwise provided below, the District will grant, bargain, sell, assign, and convey:

1. Vehicles, equipment, tools, and appurtenances more particularly described on Attachment 2 ("Conveyed Equipment");

2. The Retail Water System and the Retail Wastewater System ("Conveyed Water and Wastewater Facilities") more particularly shown on Attachment 3 (Water Facilities) and Attachment 4 (Wastewater Facilities); and all easements, plans and specifications, warranties, guaranties, license agreements, performance bonds, as-built plans, that are directly related to the Conveyed Water and Wastewater Facilities;

3. The existing easements ("Easements") to the lands situated in the County of Travis, State of Texas, as more particularly shown on Attachment 5 (Conveyed Easements); and

4. The lands ("Conveyed Property") situated in the County of Travis, State of Texas, described on Attachment 6 (Conveyed Property),

and all other such infrastructure, and personal and real property necessary to own, operate, and maintain the Retail Water System and Retail Wastewater System (collectively, "Utility Property"), to the City, together with all and singular the rights, interests, and appurtenances thereto in any wise belonging. The Parties specifically agree that the District shall retain full ownership of, and not convey its parklands and any areas not specifically conveyed hereby; or any other personal or real property interests not reasonably required for the City's operation and maintenance of the water, wastewater, and reclaimed water infrastructure being conveyed hereby. With respect to any untreated water, treated water, reclaimed water, or wastewater infrastructure located in the real property being retained by the District, the District agrees to convey to the City an easement, (Attachment 7), within such properties for the City to access, operate, replace, and maintain such infrastructure effective on the O&M Transfer Date. The District agrees to take no action that would impair or interfere with the City's easement rights or ability for the City to perform its duties and responsibilities.

(b) The District agrees that as part of the conveyance of the Utility Property, it is conveying to the City the portion of the tracts on which the Conveyed Water and Wastewater Facilities are located. The District agrees that none of the provisions in this Article shall be construed to relieve the District of any obligation to construct infrastructure improvements required by this Water and Wastewater Agreement, including by way of example, and without limitation, improvements required by maintenance in Section 7.02, as a result of the criticality assessment in Section 7.06, or by phosphorus removal in Section 7.07 hereof.

(c) The City acknowledges that, except for the warranties contained in this Section with respect to the Utility Property, neither the District nor its representatives have made any representations or warranties, express, implied, or statutory, relating to the physical condition, operating history, valuation, governmental approvals, governmental regulations, or environmental or physical condition of the Utility Property. The City further acknowledges and agrees that other than the warranties contained in this Section:

(d) THE DISTRICT HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

(e) Further, as to title to the Utility Property, the District warrants and represents to the City that: (1) it has no knowledge of any title defect; (2) to the best of its knowledge, its title is free and clear of the rights of persons other than the District; and (3) to the best of its knowledge, its interest is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature and no work has been performed or begun by the District, and no materials have been furnished which might give rise to mechanic's, materialman's, or other liens against the Utility Property, or the City's title therein, or any portion thereof; and (4) that it has neither assigned, pledged, or otherwise in any manner whatsoever sold or agreed to sell or transfer by an instrument in writing or otherwise the Utility Property to any other person or entity.

7.02. Utility Property During Period Prior to O&M Transfer Date. If the District replaces or purchases real or personal property, between the Effective Date of this Water and Wastewater Agreement and the O&M Transfer Date, that could be categorized as Conveyed Equipment, Conveyed Water and Wastewater Facilities, or Easements (or reasonably be considered for the use of operating and maintaining such water and wastewater facilities), the District agrees to provide to the City a list of these items prior to the O&M Transfer Date. All such replacements or purchases shall be conveyed to the City under the same terms hereto on the O&M Transfer Date, and such lists shall amend the attachments of Conveyed Equipment, Conveyed Water and Wastewater Facilities, or Easements. The District and the City agree that they will execute an amendment to this Water and Wastewater Agreement for that purpose, and only that purpose, prior to the O&M Transfer Date, without charge to or additional consideration from the City. The Parties agree that title changes, required by the State, for replacement or new Conveyed Equipment will occur within 30 days of the purchase or the Effective Date of this Water and Wastewater Agreement, whichever occurs last. The City shall pay title transfer fees but without any charge by the District or additional consideration from the City. The District agrees to promptly provide all necessary information and assistance to complete the title transfer transaction.

Within a reasonable time prior to the O&M Transfer Date, the District shall assign, transfer and convey to the City all specifications, warranties, guaranties, license agreements, performance bonds, maintenance records, correspondence, contracts, data, documents, customer accounts, customer records, and other assurances of performance, permits, consents, and other rights, if any, that are directly related to the Conveyed Equipment or the Conveyed Water and Wastewater Facilities.

The District agrees to notify, in September of each year, City staff of capital purchases or changes concerning the operation, maintenance, and management of the Retail Water System and Retail Wastewater System. The District agrees not to enter into any contracts with third parties that would have the effect of being inconsistent with this Water and Wastewater Agreement or would impair or interfere with the City's ownership of the Retail Water System and Retail Wastewater System or the City's future operation and maintenance of the Retail Water System and Retail Wastewater System.

7.03. Utility Property Upon O&M Transfer Date.

(a) Upon the O&M Transfer Date, the District is solely responsible for and will continue to provide, without charge to the City, ground maintenance for the Easements, areas outside of the fenced area for the Conveyed Water and Wastewater Facilities, and areas outside of the concrete pads for any unfenced area of the Conveyed Water and Wastewater Facilities. Beginning on the O&M Transfer Date, the City shall provide, at its own expense, ground maintenance inside the fenced areas surrounding the Conveyed Water and Wastewater Facilities.

(b) Upon the O&M Transfer Date, the City shall be solely responsible for road maintenance up to streets within the Conveyed Property. The City agrees to allow the District to retain ingress and egress rights of such roads within the Conveyed Property only to the extent that: 1) the District uses such roads responsibly and does not create any conditions for abnormal wear or erosion, 2) the District confines its ingress and egress to areas outside of the fenced areas of the Conveyed Property,

and 3) the District agrees not to access, operate, or maintain any of the Conveyed Equipment or Conveyed Water and Wastewater Facilities.

7.04. Transfer of Water Quality No-Discharge Permit. Within 30 days of the Effective Date of this Water and Wastewater Agreement, the District agrees to file, at the City's cost, a co-permittee transfer application to the Commission for the City and the District to be co-permittees for the wastewater treatment plant. The District agrees to maintain the water quality no-discharge permit (WQ0011514001) for its wastewater treatment plant until the City assumes operation and maintenance of the District's water and wastewater facilities on the O&M Transfer Date. The District agrees to pay all applicable fees associated with the permit. Within 30 days of the O&M Transfer Date, the City agrees to file, at its cost, a transfer application to the Commission for the City to be sole permittee for the wastewater treatment plant. The City agrees to maintain the water quality no-discharge permit (WQ0011514001) for its wastewater treatment plant after the O&M Transfer Date. The City agrees to pay all applicable fees associated with the permit after the O&M Transfer Date.

7.05. City's Use of Facilities. If the EPA or the Commission issues any form of order or penalty for violations of applicable law resulting from the City's use of Utility Property, the City is responsible for and will take all necessary action to comply with, or otherwise respond to, the order upon prior notice to the District, except for emergencies. To the extent permitted by law, the City agrees to hold the District harmless for violations that arise out of the actions or inactions of the City and which do not arise out of the actions or inactions of the District.

7.06. City's Criticality Assessment.

(a) The City, with the cooperation of the District, will conduct a criticality assessment of the Retail Water System and Retail Wastewater System no later than January 1, 2012. The City's criticality assessment report will specifically identify each area for improvement and a schedule for completion. The City will provide the District a written copy of the report.

(b) Subject to subsection (c) below, by July 1, 2014, the District agrees that all City-identified infrastructure improvements from the criticality assessment that are considered maintenance activities will be funded and completed. These may include, but are not limited to, such items as: pump overhauls; replacement of aging electrical wiring or electrical equipment; painting; repair of identified damaged or cracked water or wastewater mains, or manholes; additional portable generators; removal of silt and debris and repair of damaged liner at the Reclaimed Water holding pond; maintenance of water valves and fire hydrants, replacement/repair of water valves or fire hydrants not properly working; repair or replacement of plant equipment in accordance with generally accepted industry standards and practices; easements or modifications of lift station facilities to allow emergency equipment to access each lift station; and repair or replacement of plant equipment that has been deemed a risk to public health or safety. The City's criticality assessment will include a proposed schedule for completing infrastructure improvements. Upon receipt of the City's criticality assessment and proposed schedule for infrastructure improvements, the District shall prepare a proposed list and schedule of infrastructure improvements, which may or may not be identical to the City's schedule and list of infrastructure improvements within 60 days of receipt of

the City's criticality assessment. Any subsequent proposed modifications to a list and schedule of infrastructure improvements by either Party shall be responded to in writing within 60 days of receipt by the Party receiving such document.

(c) The improvements made by the District under this Section 7.06 shall only include any replacement of equipment, repairs, or improvements that show a need of repair in accordance with generally accepted industry standards and practices or are necessary to comply with Commission rules. If the District disagrees with the list of infrastructure improvements identified by the City, or if the City disagrees with the District's schedule for completion or list of infrastructure improvements, the Parties will first attempt to mediate with a mutually acceptable mediator a mutually acceptable resolution within 60 days of such disagreement. If mediation fails, a mutually acceptable arbitrator will meet with the Parties within 60 days of either Party's request and will make the final binding determination (either: (i) the District performs the improvement according to the City's schedule and assumes the cost of the improvement; (ii) the District performs the improvement according to the District's schedule; (iii) the District is not required to adopt the City's requested improvement); or (iv) as otherwise determined by the arbitrator within 3 business days of the joint meeting. The Parties agree the cost of the arbitrator shall be borne by the Party against whom the arbitrator makes the determination.

(d) The District agrees to use its best efforts at all times to complete the mutually agreed upon improvements by the dates set out in this Section. If any of the improvements will unavoidably not be completed by July 31, 2014, the City and the District may agree to modify the deadline date, but no later than September 30, 2014 for any item. If any of the improvements are not completed within the modified schedule, the City may, after notice to the District and opportunity to cure not less than 30 days, pursue the remedies available to the City under Article VIII of this Water and Wastewater Agreement; provided, however, that such remedies shall not be available if the delay is caused by force majeure.

7.07. Phosphorus Removal. By September 30, 2014, the District agrees to implement continuous treatment for phosphorus at the wastewater treatment plant so as to achieve a significant improvement in phosphorus removal. The Parties intend for the wastewater treatment plant to substantially achieve a 1 mg/l treatment level for phosphorus through introduction of a coagulant in the wastewater treatment process. Prior to the O&M Transfer Date, the water quality no-discharge permit shall not be amended to require such treatment and thereafter, the City shall have the sole discretion to modify the water quality no-discharge permit.

7.08. Water and Wastewater Funding. The District agrees to allocate a sufficient amount of utility revenues and ad valorem taxes, if necessary, to maintain its Retail Water System and Retail Wastewater System until the O&M Transfer Date. Any existing or future utility revenues collected through an increase in utility rates and such ad valorem taxes, if applicable, in excess of the District's annual operation and maintenance expenses shall only be used as set forth in Section 3.03 of the SPA. The District shall continue to make timely payments for all debt owed by the District until October 1, 2017.

7.09. Post-Annexation Surcharge. The City may not charge the Limited District's residents a post-annexation surcharge for any purpose.

ARTICLE VIII. TERM, PERFORMANCE, AND FORCE MAJEURE

8.01. Term of Agreement. This Water and Wastewater Agreement shall commence on the Effective Date and terminate on the Full Purpose Annexation Date.

8.02 Default and Remedies. In the event that one Party believes that the other Party is in default of any of the provisions in this Water and Wastewater Agreement, the nondefaulting Party will make written demand to cure to the defaulting Party and give the defaulting Party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting Party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the nondefaulting Party may initiate any remedies available to the nondefaulting Party due to such default. The nondefaulting Party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in nonbinding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Water and Wastewater Agreement. The Parties shall have all remedies available in law or in equity, and nothing in this Water and Wastewater Agreement shall be construed to limit either Party's right to recover damages or to seek other authorized and appropriate curative remedies if a breach of contract action is filed by a nondefaulting Party to this Water and Wastewater Agreement. The Parties agree that the remedies for a breach of this Water and Wastewater Agreement by either Party shall be controlled by the breach and remedy provisions set forth in this Water and Wastewater Agreement, and not by the breach and remedy provisions of the Strategic Partnership Agreement being executed by the Parties simultaneously herewith.

8.03. Effect of Force Majeure. In the event that either Party is rendered unable by force majeure to carry out any of its obligations under this Water and Wastewater Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability, provided, however, that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes events or occurrences that are not within the control of the Party claiming their ability and that could not have been avoided by the exercise of due diligence, and may include acts of God, strikes, lockouts or other industrial disturbances, criminal conduct or sabotage, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of

water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that is not within the control of the Party claiming their ability and that could not have been avoided by the exercise of due diligence. It is understood and agreed that the settlement of strikes, lockouts and other industrial or labor disturbances shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other industrial or labor disturbances by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to the District or any water customer of the District for failure to provide water service due to an inability covered by this Article.

ARTICLE IX. GENERAL PROVISIONS

9.01. Notices. Any notice required or permitted to be delivered under this Water and Wastewater Agreement shall be forwarded via hand-delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

City of Austin
Austin Water Utility
P.O. Box 1088
City, Texas 78767-8828
Attn: Director

River Place Municipal Utility District
c/o Severn Trent Services
14050 Summit Drive, Suite 113
Austin, Texas 78728
Attn: Board President

With required copy to:
City Attorney
City of Austin
P.O. Box 1088
Austin, Texas 78767

With required copy to:
Phil Haag
600 Congress Avenue
Suite 2100
Austin, Texas 78701

Each Party shall forward to the other within twenty four hours of the filing thereof in the Commission or other court or agency of competent jurisdiction a true copy of any petition, application, or other instrument affecting this Water and Wastewater Agreement, whether directly or indirectly.

9.02. Address Change Procedure. The addresses of the Parties shall, until changed as provided, be as shown above. The Parties shall have the right at any time to change their respective addresses by giving written notice of same to the other Party.

9.03. Interlocal Cooperation. The City and the District shall cooperate with each other at all times so as to promote the efficient performance of the obligations of this Water and Wastewater Agreement.

9.04. Provision of Further Documents. The District and the City shall execute and deliver such other legal documents or instruments and perform such other acts as are necessary to effectuate the purposes and intent of this Water and Wastewater Agreement.

9.05. Severability. The provisions of this Water and Wastewater Agreement are severable, and if any part of this Water and Wastewater Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Water and Wastewater Agreement and the application of such part of this Water and Wastewater Agreement to other persons or circumstances shall not be affected thereby and this Water and Wastewater Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

9.06. Entire Agreement. This Water and Wastewater Agreement, including any attachments attached hereto and made a part hereof by reference for all purposes, constitutes the entire agreement between the Parties relative to the subject matter of this Water and Wastewater Agreement and supersedes all prior or contemporaneous agreements, representations, covenants, or warranties, whether oral or in writing, respecting the subject matter hereof.

9.07. Third Party Contracts. The City agrees to honor and assume all of the District's obligations under agreements with parties, other than the City, related to the provision of water, reclaimed water, and wastewater services to other entities, and the District represents and warrants that, to the best of its knowledge, the agreements identified as Prior Utility Agreements and Prior Out-of-District Agreements constitute all such agreements and a copy of each agreement has been provided to the City prior to the execution of this Water and Wastewater Agreement. The District agrees that the City may negotiate and execute any new agreements related to the Prior Utility Agreements and Prior Out-of-District Agreements, without the consent of the District, only if they would not be effective until after the O&M Transfer Date.

9.08. Compliance with Rules. The District agrees to file a copy of this Water and Wastewater Agreement with the Executive Director of the Commission, it being fully recognized by the Parties that the effectiveness of this contract is dependent upon and subject to compliance with all applicable local, state, and federal rules and laws.

9.09. Amendment. No amendment of this Water and Wastewater Agreement shall be effective unless it is executed by the authorized representatives of the City and the District.

9.10. Independent Contractor. The District and City shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of their respective employees hereunder, and the District's employees shall not be considered employees or borrowed servants of the City for any reason, and the City's employees shall not be considered employees or borrowed servants of the District for any reason.

9.11. No Third Party Beneficiary. This Water and Wastewater Agreement shall be construed as an interlocal contract respecting the performance of governmental services and nothing herein shall

be construed to confer any right, privilege, or benefit on any person or entity not a party hereto or otherwise creates any vested right or third party beneficiary relationship.

9.12. Governing Law. This Water and Wastewater Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties are deemed performable in Travis County, Texas.

9.13. Venue. Venue for any suit arising under this Water and Wastewater Agreement shall be in Travis County.

9.14. Assignment. This Water and Wastewater Agreement or any obligation hereunder, may not be assigned by either Party without the prior written consent of the other Party.

9.15. Multiple Originals. This Water and Wastewater Agreement may be executed in multiple originals, each of equal dignity.

9.16. Effective Date. This Water and Wastewater Agreement shall become effective upon the date last date of execution.

IN WITNESS WHEREOF, the authorized representatives of the City and the District have executed this Water and Wastewater Agreement as of the date(s) set forth below.

CITY OF AUSTIN:

By: 

Name: Rudy Garza

Title: Assistant City Manager

Date: 2/3/09

RIVER PLACE MUNICIPAL UTILITY DISTRICT:

By: _____

Name: James Casey

Title: President

Date: _____

be construed to confer any right, privilege, or benefit on any person or entity not a party hereto or otherwise creates any vested right or third party beneficiary relationship.

9.12. Governing Law. This Water and Wastewater Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties are deemed performable in Travis County, Texas.

9.13. Venue. Venue for any suit arising under this Water and Wastewater Agreement shall be in Travis County.

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9.16. Effective Date. This Water and Wastewater Agreement shall become effective upon the date last date of execution.

IN WITNESS WHEREOF, the authorized representatives of the City and the District have executed this Water and Wastewater Agreement as of the date(s) set forth below.

CITY OF AUSTIN:

By: _____

Name: Rudy Garza

Title: Assistant City Manager

Date: _____

RIVER PLACE MUNICIPAL UTILITY DISTRICT:

By: James F. Casey

Name: James Casey

Title: President

Date: 9/7/2009

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT is acknowledged before me on this 3rd day of September 2009, by Rudy Garza as Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of that municipal corporation.

Susan Palmer
Notary Public, State of Texas

Susan Palmer
Printed/Typed Name of Notary

My Commission Expires: 10/12/2009

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2009 by James Casey, President of the Board of Directors of River Place Municipal Utility District, a conservation and reclamation district created and operating as a municipal utility district, on behalf of that district.

Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2009, by Rudy Garza as Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of that municipal corporation.

Notary Public, State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

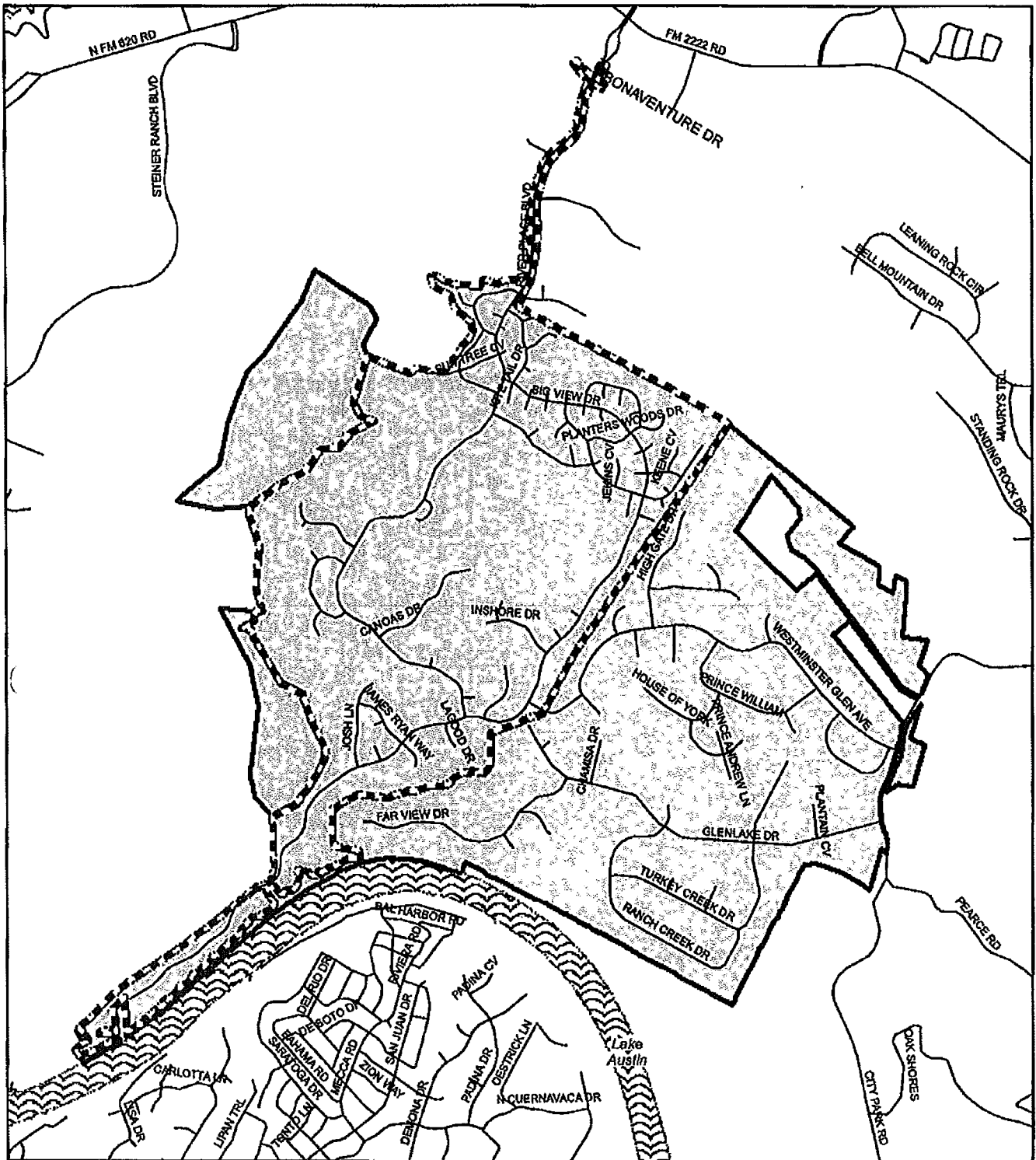
THIS INSTRUMENT was acknowledged before me on this 7th day of September, 2009 by James Casey, President of the Board of Directors of River Place Municipal Utility District, a conservation and reclamation district created and operating as a municipal utility district, on behalf of that district.

Susan E. Heil
Notary Public, State of Texas

SUSAN E. HEIL
Printed/Typed Name of Notary

My Commission Expires: 8-24-10

ATTACHMENT 1
MAP OF SERVICE AREA



Attachment 1 **Map of River Place Service Area**



City of Austin
PDR
August 21, 2009

This map is for illustrative purposes only and does not reflect the results of an on-the-ground survey.

Legend

- River Place Service Area
- River Place MUD Boundary
- Lake

0 500 1,000 2,000 3,000 4,000 Feet



ATTACHMENT 2
CONVEYED EQUIPMENT TO THE CITY

**River Place Municipal Utility District
Mobile Equipment
As of September 3, 2009**

The District does not own automobiles, service vehicles, backhoes, trailers, mobile pumps or safety equipment.

The only mobile equipment owned by the District is a trailer mounted 50 KW Generec 94A052 Mobile Generator for the use of emergency power to operate the systems sewer lift stations.

The District contracts with Severn Trent Services for operations, maintenance and repair services. The contractor is required to provide all vehicles and equipment needed to provide the service.

ATTACHMENT 3
CONVEYED WATER FACILITIES TO THE CITY

River Place Municipal Utility District Water Facilities

Raw Water Treatment:

The District's Raw Water Pump Station is located along Big View within the limits of the district. The intake structure consists of two 200hp pumps and one reserve 250hp pump. The raw water is stored in one 132,000 gallon Raw Water Storage Tank.

Water Treatment Plant (WTP):

The WTP is located at 8825 Big View Drive and has a rated capacity of 4.6MGD. The WTP consists of two individual clarifier chambers and five media filters, an on-site basin, one 100gpm decant pump and two 150,000 gallon Clearwell Tanks.

High Service Pump Station:

The High Service Pump Station is located at 8825 Big View Drive. There are two 350hp pumps at this location.

Booster Pump Station (BPS):

The Booster Pump Station is located at the end of Range View Drive. The electrical service is noted as 4902 Range View Drive. The BPS site contains three 400hp pumps and one 750,000 gallon Ground Storage Tank

Elevated Tank:

The 500,000 gallon Elevated Tank is located at 10611 ½ Sun Tree Cove.

Glen Lakes Master Meter:

The Glen Lakes Master Meter is located at 5006 ½ High Gate Drive.

ATTACHMENT 4
CONVEYED WASTEWATER FACILITIES TO THE CITY

River Place Municipal Utility District Wastewater Facilities

Wastewater Treatment Plant (WWTP):

The WWTP is located at 8825 Big View Drive #B. The WWTP consists of one 140,000 gallon extended aeration basin, one 149,091 gallon clarifier, one 57,000 gallon aerobic digester, six media/sand filters totaling 384 square feet and one 43,000 gallon chlorine contact basin and two centrifugal blowers.

Treated Effluent Storage Pond:

The Treated Effluent Storage Pond is located at the end of Range View Drive. The pond was constructed to an approximate dimension of 1,200' x 300', providing 73.5 acre feet of storage with a maximum depth of 34' including 2' of freeboard and a 36mil reinforced high density polyethylene liner.

Lift Stations:

Lift Station #1 is located at 10806 Pelican Point.

Lift Station #2 is located at 8825 Big View Drive; electrical service is noted as 3964 ½ River Place Blvd.

Lift Station #3 is located at 10401 ½ Laurel Hill Cove.

Lift Station #4 is located at 9851 ½ Big View Drive.

Lift Station #5 is located at 4901 China Garden Drive.

Lift Station #6 is located at 10204 ½ Scull Creek.

Lift Station #7 is located on Canoas Drive; electrical service is noted as 3965 River Place Blvd.

Lift Station #8 is located 5000 River Place Blvd.

ATTACHMENT 5
CONVEYED EASEMENTS TO THE CITY

River Place Municipal Utility District Easements

1. All interests in water, wastewater, and public utility easements as shown on City of Austin approved subdivision plats.
2. All easements identified and described in the following Exhibit 5A. (No other water and/or wastewater easements dedicated to the District were identified through research. Any missing easements will be addressed by the District through the Criticality Assessment described in Section 7.06 of the Agreement.)

EXHIBIT 5A

- A. Lift Station Easement, Real Property Records, Travis County, Texas, Volume 12884, Pages 797-800 (Lift Station #8—River Place Blvd)
- B. Wastewater Easement, Real Property Records, Travis County, Texas, Volume 12884, Pages 801-804
- C. Public Utility Replacement Easement, Real Property Records, Travis County, Texas, Volume 13157, Pages 571-576
- D. Wastewater Utility Easement, Real Property Records, Travis County, Texas, Volume 11885, Pages 55-59
- E. Public Utility Easement, Real Property Records, Travis County, Texas, Volume 12002, Pages 163-166
- F. Lift Station Easement, Real Property Records, Travis County, Texas, Volume 12110, Pages 655-657 (Lift Station #4—Big View Drive)
- G. Easement, Real Property Records, Travis County, Texas, Volume 12261, Pages 395-396
- H. Access Easement Agreement, Real Property Records, Travis County, Texas, Volume 12439, Pages 1056-1058
- I. Access Easement Agreement, Real Property Records, Travis County, Texas, Volume 12501, Pages 1557-1563 (Ground Water Storage Reservoir)
- J. Public Utility Easement, Real Property Records, Travis County, Texas, Volume 12516, Pages 966-970 (Ground Water Storage Reservoir)
- K. Public Utility Easement, Real Property Records, Travis County, Texas, Volume 12516, Pages 971-975 (Ground Water Storage Reservoir)
- L. Grant of Easement, Real Property Records, Travis County, Texas, Volume 12822, Pages 1-7 (Interconnection with Out-of-District Service to LCRA)
- M. Access Easement Agreement, Real Property Records, Travis County, Texas, Volume 13348, Pages 415-448 (Intake Structure, Facilities, and Raw Water Discharge Line)

LIFT STATION EASEMENT

FILM CODE

THE STATE OF TEXAS

00005550164

COUNTY OF TRAVIS

KNOW ALL BY THESE PRESENTS:

That First River Place Reserve, Ltd., a Texas limited partnership acting herein by and through its Sole General Partner, Texas Highlands, Inc., whose Vice President is John Gravenor, of Travis County, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid River Place Municipal Utility District, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto River Place Municipal Utility District, an easement for the construction, operation, maintenance, replacement, upgrade and repair of a lift station and associated improvements in, upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said lift station, and for making connections therewith; all upon the condition that the public utility will, at all times after doing any work in connection with the construction or repair of said lift station, restore the surface of said property to the condition in which the same was found before such work was undertaken. Said easement shall be considered vacated, wholly or partially, upon the dedication of public right-of-way within the bounds of the easement.

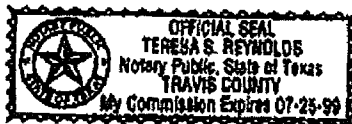
IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this 5th day of March 1997.

First River Place Reserve, Ltd.

By: Texas Highlands, Inc. its Sole General Partner

John W. Gravenor
By: John W. Gravenor - Vice President

This instrument was acknowledged before me on this 5th day of March 1997 by John W. Gravenor, Vice President of Texas Highlands, Inc., the Sole General Partner of First River Place Reserve, Ltd. on behalf of said partnership.



Terry S. Reynolds
Notary Public, State of Texas
Printed Name: *Terry S. Reynolds*
My Commission Expires: *7/25/99*

AFTER RECORDING, RETURN TO:

Terry S. Reynolds, Project Coordinator
Espey, Huston & Associates, Inc.
P.O. Box 519
Austin, Texas 78767-0519

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0797

0.280 Acre
Proposed LIR Station Site
River Place

F.N. 6812 (DJK)
February 26, 1997
SRI Job No. 17289-23

A DESCRIPTION OF A 0.280 ACRE TRACT OF LAND OUT OF THE WILLIAM R. HOBBS SURVEY NO. 458, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT OF LAND AS DESCRIBED IN THAT DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11378, PAGE 378 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.280 ACRE TRACT OF LAND AS SHOWN ON THE ATTACHED SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 3/4-inch iron rod found, being at the northeast corner of that called 1.885 acre tract of land as described in that deed to Travis County, as recorded in Volume 12843, Page 179 of the Deed Records of Travis County, Texas, also being on the south line of the Villas at River Place, a subdivision recorded in Book 65, Page 57-60 of the Plat Records of Travis County, Texas;

THENCE, with the northeast line of the said 1.885 acre tract of land, S 41° 17' 02" E, a distance of 87.89 feet;

THENCE, crossing the said First River Place Reserve, Ltd. tract of land, the following four (4) courses:

1. N 46° 42' 58" E, a distance of 78.22 feet,
2. a distance of 175.50 feet with the arc of a curve to the right whose central angle is 41° 02' 32", with a radius of 245.00 feet and whose chord bears N 69° 14' 15" E, a distance of 171.77 feet,
3. N 89° 45' 31" E, a distance of 62.90 feet, and
4. a distance of 332.83 feet with the arc of a curve to the left whose central angle is 45° 17' 07", with a radius of 395.00 feet and whose chord bears N 68° 36' 58" E, a distance of 323.12 feet to the POINT OF BEGINNING of the herein described 0.280 acre tract of land;

THENCE, continuing across the said First River Place Reserve, Ltd. tract, the following four (4) courses:

1. continuing with aforementioned curve a distance of 81.17 feet with the arc of a curve to the left whose central angle is 11° 48' 25", with a radius of 395.00 feet and whose chord bears N 35° 59' 10" E, a distance of 81.03 feet,
2. S 52° 50' 45" E, a distance of 152.91 feet,
3. S 37° 09' 13" W, a distance of 61.00 feet, and
4. N 52° 50' 45" W, a distance of 150.88 feet to the POINT OF BEGINNING and containing 0.280 acres of land.

THE STATE OF TEXAS

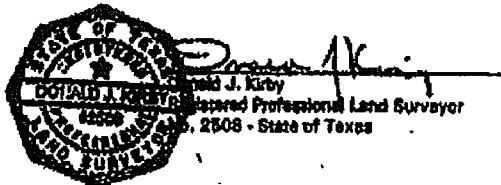
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during February, 1997 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of February, 1997 A.D.

SURVEY RESOURCES, INC.
P.O. Box 182680
Austin, Texas 78716-2680



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12884 0798

FILED
97MAR-5 PM 4:53
OAK VOR
CHURCH
TRAVIS COUNTY TEXAS

RECORDED
COUNTY CLERK
I hereby certify that this instrument was filed in
the office of the County Clerk for the County of Travis
and the same is a true and correct copy of the
original recorded in the Public Records of Travis County, Texas.

MAR 5 1997



David L. Lamm
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0800

SIZE: 11x17; NO. OF PAGES: 1; NO. OF COPIES: 1; TOTAL FEE: \$15.00
CLOCK: 10:00 PM; DATE: 3/5/97; TIME: 10:00 PM
PUB. BY: 1000

EXHIBIT 5B

WASTEWATER EASEMENT

FILM CODE

00005550165

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL BY THESE PRESENTS:

That First River Place Reserve, Ltd., a Texas limited partnership acting herein by and through its Sole General Partner, Texas Highlands, Inc., whose Vice President is John Gravenor, of Travis County, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid River Place Municipal Utility District, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto River Place Municipal Utility District, an easement for the construction, operation, maintenance, replacement, upgrade and repair of a wastewater line, upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said wastewater line, and for making connections therewith; all upon the condition that the public utility will, at all times after doing any work in connection with the construction or repair of said wastewater lines, restore the surface of said property to the condition in which the same was found before such work was undertaken. Said easement shall be considered vacated, wholly or partially, upon the dedication of public right-of-way within the bounds of the easement.

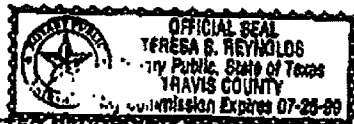
IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this 5th day of March 1997.

First River Place Reserve, Ltd.

By: Texas Highlands, Inc., Its Sole General Partner

John W. Gravenor
By: John W. Gravenor - Vice President

This instrument was acknowledged before me on this 5th day of March 1997 by John W. Gravenor, Vice President of Texas Highlands, Inc., the Sole General Partner of First River Place Reserve, Ltd. on behalf of said partnership.



AFTER RECORDING, RETURN TO:

Terry S. Reynolds, Project Coordinator
Espey, Huston & Associates, Inc.
P.O. Box 519
Austin, Texas 78767-0519

Terry S. Reynolds
Notary Public, State of Texas
Printed Name: TERRY S. REYNOLDS
My Commission Expires: 7-25-99

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0801

Proposed 20-Foot Wide Wastewater Easement
River Place

P.N. 8511 (DJK)
February 25, 1997
SRI Job No. 17269-23

A DESCRIPTION OF A CENTERLINE OF A 20-FOOT WIDE WASTEWATER EASEMENT BEING OUT OF THE WILLIAM R. HOBBS SURVEY NO. 456, AND THE I. & G.N. RAILROAD SURVEY NO. 42, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT OF LAND AS DESCRIBED IN THAT DEED TO FIRST RIVER PLACE RESERVE, LTD. AS RECORDED IN VOLUME 11878, PAGE 378 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID CENTERLINE AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2-inch iron rod found at the northwest corner of Lot 38 Block 'A' of the proposed River Place Section 11, as currently on file at the City of Austin in File No. C8-83-068.09.20 and being the southwest corner of Lot 38 of said Section 11;

THENCE, crossing the said First River Place, Ltd. tract, the following four (4) courses:

1. N 78° 21' 25" W, a distance of 77.01 feet,
2. S 80° 45' 38" W, a distance of 638.09 feet,
3. N 66° 24' 18" W, a distance of 328.09 feet, and
4. N 41° 43' 51" W, a distance of 107.99 feet to the POINT OF TERMINATION of the herein described centerline of a 20-foot wide strip of land.

The intention of this description is to describe a contiguous 20-foot wide strip from the west line of the said River Place Section 11 to the east line of the proposed lift station site.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

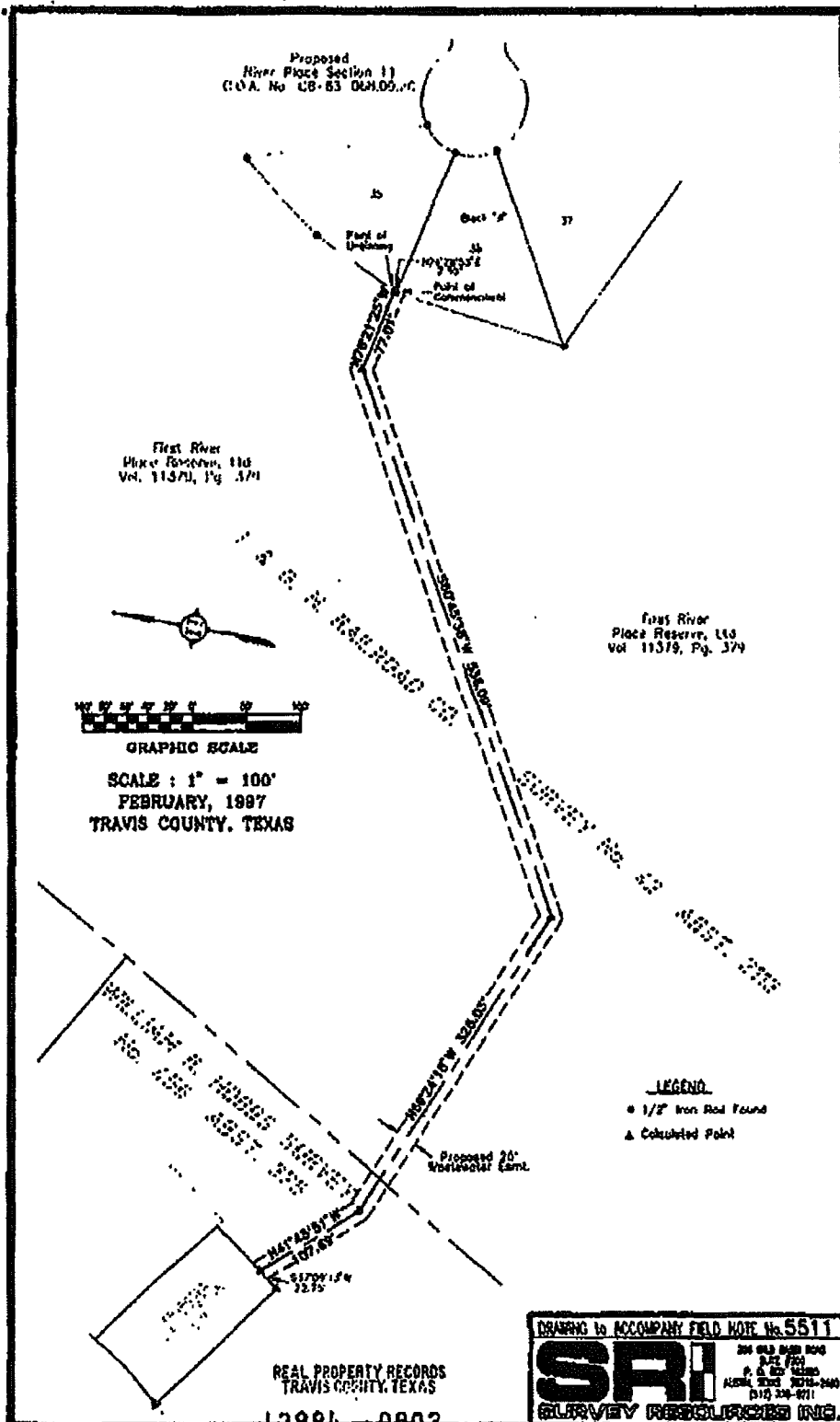
That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during February, 1997 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of February, 1997 A.D.

SURVEY RESOURCES, INC.
P.O. Box 182690
Austin, Texas 78718-2690



Donald J. Kirby
Registered Professional Land Surveyor
2508 - State of Texas



FILED

97 MAR -5 PM 4:54

**DATA 11:11 AM
COUNTY CLERK
TRAVIS COUNTY TEXAS**

NOTIFICATION **COUNTY OF TRAVIS**
I hereby certify that this instrument was FILED in
the date and in the name herein shown by me and
was duly RECORDED, in the volume and page of the
above account of Travis County Texas.

MAR 5 1997



[Signature]
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

12884 0804

**RECEIVED: ACCORDING TO: TOWN: 16001 DEPT: REGULAR RECORDS 11:30
CLERK: BAKER FILE DATE: 3/5/97 TRAVIS DATE: 3/5/97
FILE BY: DCH**

EXHIBIT 5C

PUBLIC UTILITY REPLACEMENT EASEMENT

FILM CODE

00005711856

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, by instrument entitled "Public Utility Easement" dated June 18, 1984 and recorded at Volume 8656, Page 81 of the Deed Records of Travis County, Texas, Steve Topletz, Trustee, conveyed to River Place Municipal Utility District No. 1 (the "District") a 15-foot wide easement for the construction and maintenance of public utilities in, upon and across certain property located in Travis County, Texas (the "Prior Easement");

WHEREAS, First River Place Reserve, Ltd., a Texas Limited Partnership, is the successor-in-interest to Steve Topletz, Trustee and no person or entity other than First River Place Reserve, Ltd. has an ownership interest in the fee property on which the Prior Easement is located;

WHEREAS, the District and First River Place Reserve, Ltd. desire to abandon the Prior Easement and replace it with a 30-foot wide easement for the construction and maintenance of public utilities; NOW, THEREFORE,

WITNESSETH

FIRST RIVER PLACE RESERVE, LTD. ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by RIVER PLACE MUNICIPAL UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has granted, sold and conveyed and does hereby grant, sell and convey unto Grantee, a permanent easement, together with the right of ingress and egress, in, through, over and across certain lands of Grantor and described as follows:

Being a permanent easement consisting of that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes to which reference is here made, to be used for the purposes of excavating for, laying, constructing, installing, maintaining, repairing, operating, replacing and removing underground piping, fittings, appliances, equipment and other public facilities.

TO HAVE AND TO HOLD the permanent easement perpetually unto Grantee, all conditioned on the reasonable exercise of the rights herein granted, and in the event of use beyond the reasonable scope of the rights granted or for unauthorized purposes, the Grantor shall have the right to abate such excessive or unauthorized uses and purposes by any lawful method.

This easement supersedes and replaces the prior recorded easement held by the Grantee as the successor to River Place Municipal Utility District No. 1 and recorded in Volume 8656,

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

13157 0571

Page 81 of the Deed Records of Travis County, Texas (the "Prior Easement"). The recording of this easement serves to vacate the Prior Easement.

It is understood and agreed that Grantor, its successors and assigns shall not construct or permit the construction of any improvements upon the Easement or use the same in any way that would interfere with Grantee's authorized use of the Easement and its safe operation; it being expressly understood that Grantee's rights granted herein shall at all times be dominant. Grantor, its successors and assigns shall not construct or permit the construction of any building or other permanent improvement or structure within the Easement which interferes with Grantee's access to the utilities to be constructed in the Easement and shall engage in no activity which may compromise the structural integrity of facilities or equipment constructed by Grantee within the Easement. Subject to the Easement, Grantor, for itself and its successors and assigns, reserves the right to construct or place improvements within the Easement which will not interfere with Grantee's underground facilities such as by way of example: landscaping, fences, driveways or removable structures. However, it is understood and agreed that Grantor shall not be responsible for any damages it causes by the exercise of its rights hereunder to any improvements or structures (specifically including, by way of example and not in limitation, driveways) placed on or within the Easement.

DATED as of the 9th day of March, 1998.

GRANTOR:

FIRST RIVER PLACE RESERVE, LTD.
a Texas Limited Partnership

BY: Texas Highlands, Inc.
a Texas corporation,
General Partner

By: John W. Shaver
Name: John W. Shaver
Title: Authorized Signatory, First Ltd.

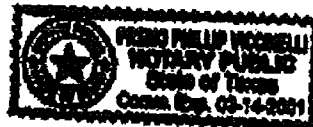
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

43157 0572

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of March, 1998, by John W. Gravenor, as authorized agent of Texas Highlands, Inc., general partner of First River Place Reserve, Ltd.



The name and address of the grantor is:

Mr. Bill Gravenor
First River Place Reserve, Ltd.
4207 River Place Boulevard
Austin, Texas 78730

The name and address of the grantee is:

River Place Municipal Utility
District
c/o Allied Utilities, Inc.
12710 Research Blvd, # 210
Austin, Texas 78759

After Recording, please return to:

§ River Place Municipal Utility District
c/o Philip S. Haag
Winstead Sechrest & Minick P.C.
100 Congress, Suite 800
Austin, Texas 78701

AU78040001
030798 v1
1801999970-1

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13157 0578

RIVER PLACE
30-FOOT WIDE
STRIP OF LAND

P.M. 8884 (JNG)
SEPTEMBER 4, 1987
SRS JOB NO. 18089-13

A DESCRIPTION OF THE CENTERLINE OF A THIRTY (30) FOOT WIDE STRIP OF LAND OUT OF THE E.L. MOLEAN SURVEY NO. 299, ABSTRACT NO. 2559 SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF A 1441.93 ACRE TRACT DESCRIBED IN A DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11579 PAGE 378 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID STRIP EXTENDING A PERPENDICULAR DISTANCE OF FIFTEEN (15) FEET FROM EACH SIDE OF THE CENTERLINE BEING SHOWN ON THE ATTACHED SKETCH AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the northwest line of River Place Boulevard, a seventy (70) foot wide right-of-way, as shown on the plat "River Place Section One", recorded in Book 64, Pages 103A, 103B, 103C, 103D, 104A, 104B, 104C, 104D, 105A, and 105B, and from which a 14-inch iron rod found at a Point of Curvature on the said northwest line bears, S 85° 41' 37" W, a distance of 67.53 feet;

THENCE, creating the said 1441.93 acre tract, the following four (4) courses:

1. N 81° 58' 04" E, a distance of 131.05 feet to an angle point hereof,
2. N 18° 09' 04" E, a distance of 150.00 feet to an angle point hereof,
3. N 58° 58' 04" E, a distance of 140.00 feet to an angle point hereof, and
4. N 40° 40' 57" E, a distance of 302.31 feet to the **POINT OF TERMINATION** of the herein described centerline on the northwest line of said River Place Boulevard from which a concrete monument found at a Point of Curvature on the said northwest line bears, S 23° 28' 07" W, a distance of 328.00 feet.

THE STATE OF TEXAS
COUNTY OF TRAVIS

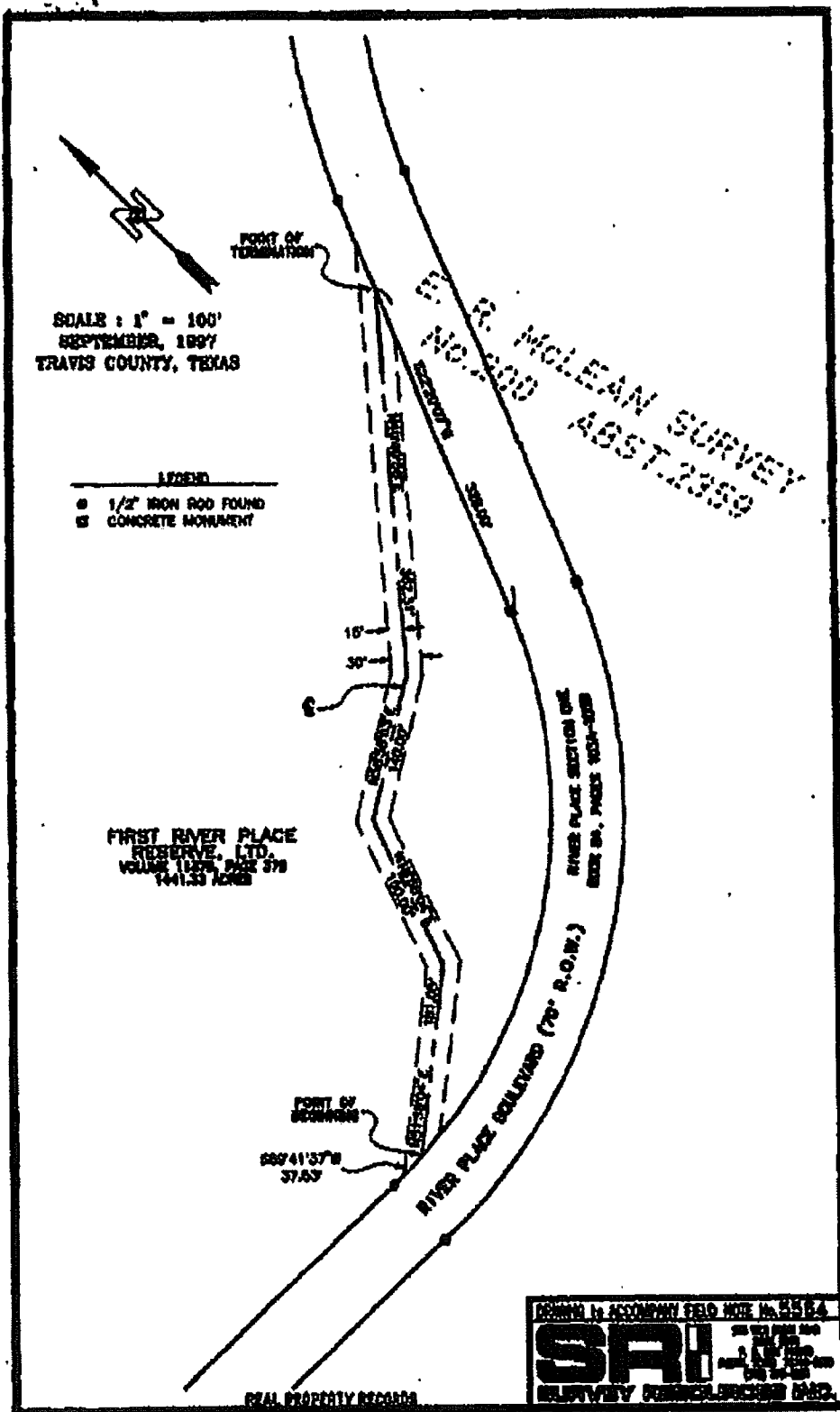
KNOW ALL MEN BY THESE PRESENTS:

That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during June, 1984 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 5th day of September, 1987 A.D.

SURVEY RESOURCES, INC.
P.O. Box 183690
Austin, Texas 78718-2690





FILED

93 APR -8 PM 3:10

**DANA O'BRYEN FOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

NOTICE OF SALE
I hereby certify that the within and foregoing is
the true and correct copy of the original as the same
appears in the records of the County Clerk, Travis County, Texas.

APR 8 1993



Dana O'Brien
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

13157 0576

RECEIVED: 05/01/97 TRAVIS COUNTY CLERK'S OFFICE
CLERK: JAMES F. J. JAMES 4/8/93 TRAVIS COUNTY, TEXAS
FILED BY: JAMES F. J. JAMES

EXHIBIT 5D

DOC. NO.

93022562

FILM CODE

00004937345

WASTEWATER UTILITY EASEMENT

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

KNOW ALL MEN BY THESE PRESENTS, 2:11 PM 5678

11.00 INDX
3 03/04/93

That FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership, acting herein by and through TEXAS HIGHLANDS, INC., its duly authorized General Partner, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the RIVER PLACE MUNICIPAL UTILITY DISTRICT, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the RIVER PLACE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas ("Grantee"), an easement for the construction, operation, maintenance, replacement, upgrade and repair of wastewater lines and an easement for the construction, operation, maintenance, replacement, upgrade and repair of wastewater lines in, upon and across the following described land, to-wit:

2:11 PM 5678

3.00 RECH
3 03/04/93
16.37-CHK4
930225.62-DDC4

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privileges at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said wastewater lines, and for making connections therewith.

IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this 25th day of February, 1993.

GRANTOR:

FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership

By: TEXAS HIGHLANDS, INC.,
a Texas corporation, its
General Partner

APPROVED AS TO FORM:

Donna L. Hays 3-3-93
CITY OF AUSTIN
WATER AND WASTEWATER UTILITY

By: John W. Hays
Printed Name: John W. Hays
Title: Authorized Signer

Date: 2/25/93

14885/1405/022403
TRAVIS COUNTY, TEXAS

11885 U055

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 25,
1993 by John W. Straesburger, Authorized Agent of Texas
Highlands, Inc., a Texas corporation, General Partner of First
River Place Reserve, Ltd, a Texas limited partnership on behalf of
said partnership.

Barbara K. Sampson
Notary Public - State of Texas
Printed Name: _____
Commission Expires: _____

AFTER RECORDING, RETURN TO:

Kenneth N. Jones
Straesburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701



1490.1/227/1493/022493

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11885 0056

Exhibit "A"

15 Foot Strip
Lots 10, 11, 12 Block "F"
Riverplace Section 6

F.N. 4644 (DJK)
February 9, 1993
SRI Job No. 1681-15

A DESCRIPTION OF A CENTERLINE OF A 15 FOOT WIDE STRIP OF LAND, BEING OUT OF AND ACROSS LOTS 10, 11 AND 12 OF BLOCK "F" OF THE RIVERPLACE SECTION 6, A PLAT RECORDED IN PLAT BOOK 61, PAGES 160-162 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 15 FOOT STRIP OF LAND AND THE HEREIN DESCRIBED CENTERLINE AS SHOWN ON THE ATTACHED SKETCH, IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found at the east corner of the said Lot 12, being the south corner of the said Lot 11 and being on the northwesterly right-of-way line of Shafter Cove as shown on the said plat of Section 6;

THENCE with the northeast line of the said Lot 12, being the southwest line of the said Lot 11, N 52° 11' 57" W, a distance of 114.15 feet to a 1/2-inch iron rod found at the west corner of the said Lot 11, being the south corner of the said Lot 10;

THENCE continuing with the said northeast line of the said Lot 12, being the southwest line of the said Lot 10, N 52° 11' 57" W, a distance of 60.00 feet to a 1/2-inch iron rod found at the north corner of the said Lot 12, being the west corner of the said Lot 10 and being on the southeast line of Lot 5 of the said Block "F" of Riverplace Section 6 and being the Point of Termination of the herein described centerline of the 15 foot wide strip of land;

It is intended to include all the land within the 15 foot wide strip of land from the northwesterly line of Shafter Cove to the southeasterly line of Lot 5.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

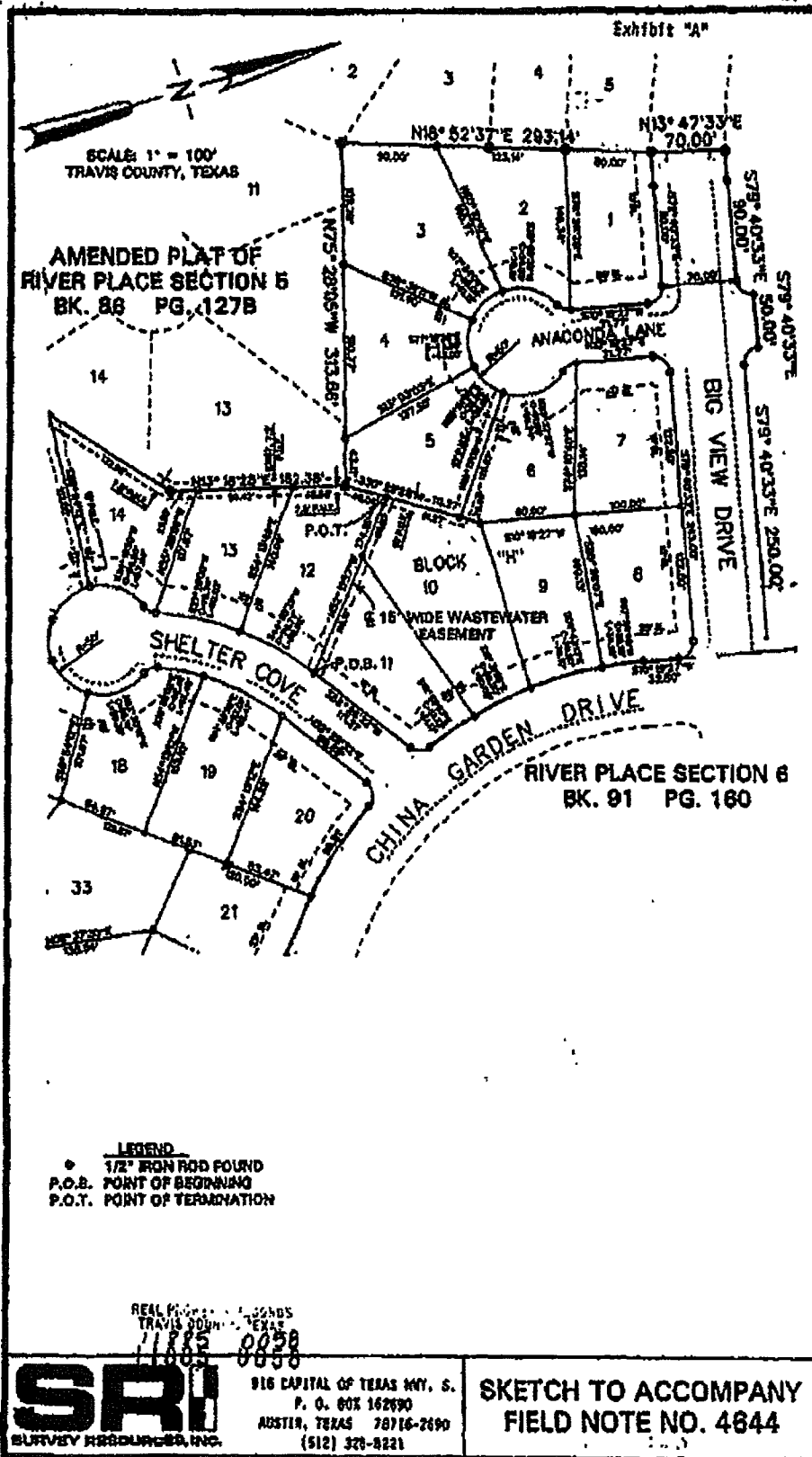
That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description and attached sketch are true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground during August 1992, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of February, 1993, A.D.

SURVEY RESOURCES, INC.
P.O. Box 162890
Austin, Texas 78718-2890



Donald J. Kirby
Donald J. Kirby
Registered Professional Land Surveyor
No. 2506 - State of Texas



FILED

1993 MAR -4 PM 2:10

JOAN DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED
I hereby certify that the instrument was FILED in
the office of the County Clerk of Travis County, Texas, on
this 4th day of March, 1993, at the County Clerk's Office, in the
City of Austin, Texas.

MAR 4 1993



Joan De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDED MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
fading, smudges or photo copy, discolored paper,
etc. All additions, deletions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY
TRAVIS COUNTY, TEXAS

11885 0059

EXHIBIT 5E

DOC. NO:
93095843

FILM CODE
00005011438

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL BY THESE PRESENTS:

1140 PM 6296

9.00 INCH
2 5 08/18/93

1140 PM 6296

5.00 RECD
3 5 08/18/93
930958.43-0004

That FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership acting herein by and through Texas Highlands, Inc., its General Partner, of Travis County, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantees in hand paid by River Place Municipal Utility District, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, or encumbrance expressed or implied, is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto River Place Municipal Utility District, a political subdivision of the State of Texas (Grantee), an easement for the construction, operation, maintenance, replacement, upgrade and repair of public utilities in, upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property.

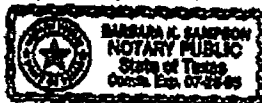
TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public utility lines, and for making connections therewith; all upon the condition that River Place Municipal Utility District will, at all times after doing any work in connection with the construction or repair of said public utility, restore the surface of said premises to the condition in which the same was found before such work was undertaken. Said easement shall be considered vested, wholly or partially, upon the dedication of public right-of-way within the bounds of this easement.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 17th day of August, 1993

First River Place Reserve, Ltd., a Texas
Limited Partnership.
By: Texas Highlands, Inc., a Texas
Corporation, its General Partner

BY: John W. Graeber
Printed Name: John W. GRAEBER
Title: AUTHORIZED AGENT

This instrument was acknowledged before me on August 17, 1993
by John W. Graeber, AUTHORIZED AGENT of Texas
Highlands, Inc., a Texas Corporation, General Partner of First River Place Reserve, Ltd., a Texas
limited partnership on behalf of said partnership.



Barbara K. Simpson
Notary Public - State of Texas
Printed Name: _____
Commission Expires: _____

AFTER RECORDING, RETURN TO:

Frank Del Castillo
Espey, Hurton & Associates, Inc.
818 Loop 380 South
Austin, Texas 78748

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12002 0163