

"EXHIBIT A"

River Place Section 4-A
15' Wide Public Utility Easement

F.N. 4713 (RJM)
July 27, 1999
SFI Job No. 1698-01

A DESCRIPTION OF THE CENTERLINE OF A 15 FOOT WIDE STRIP OF LAND OUT OF THE N. E. & W. T. RAILROAD COMPANY SURVEY NO. 189, BEING OUT OF A 1441.83 ACRE TRACT OF LAND DESCRIBED IN THAT DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11879, PAGE 579 OF THE TRAVIS COUNTY DEED RECORDS; SAID CENTERLINE OF THE 15 FOOT WIDE STRIP, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/8-inch Iron rod found in a southwest line of River Place Section 4-A, a proposed subdivision currently in review with the City of Austin, File No. 08-88-068.05.20, for the most southerly corner of Lot 2, Block 'A' of the said River Place Section 4-A, being the westerly corner of Lot 1, Block 'A' of the said River Place Section 4-A;

THENCE with the projection of the northwest line of the said Lot 1, being the southeast line of the said Lot 2, S 24° 25' 15" W, a distance of 89.02 feet to the POINT OF TERMINATION, being in the centerline of a 20 foot wide Public Utility Easement, as described in an easement to River Place Municipal Utility District No. 1 and recorded in Volume 8858, Page 65 of the Travis County Deed Records.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

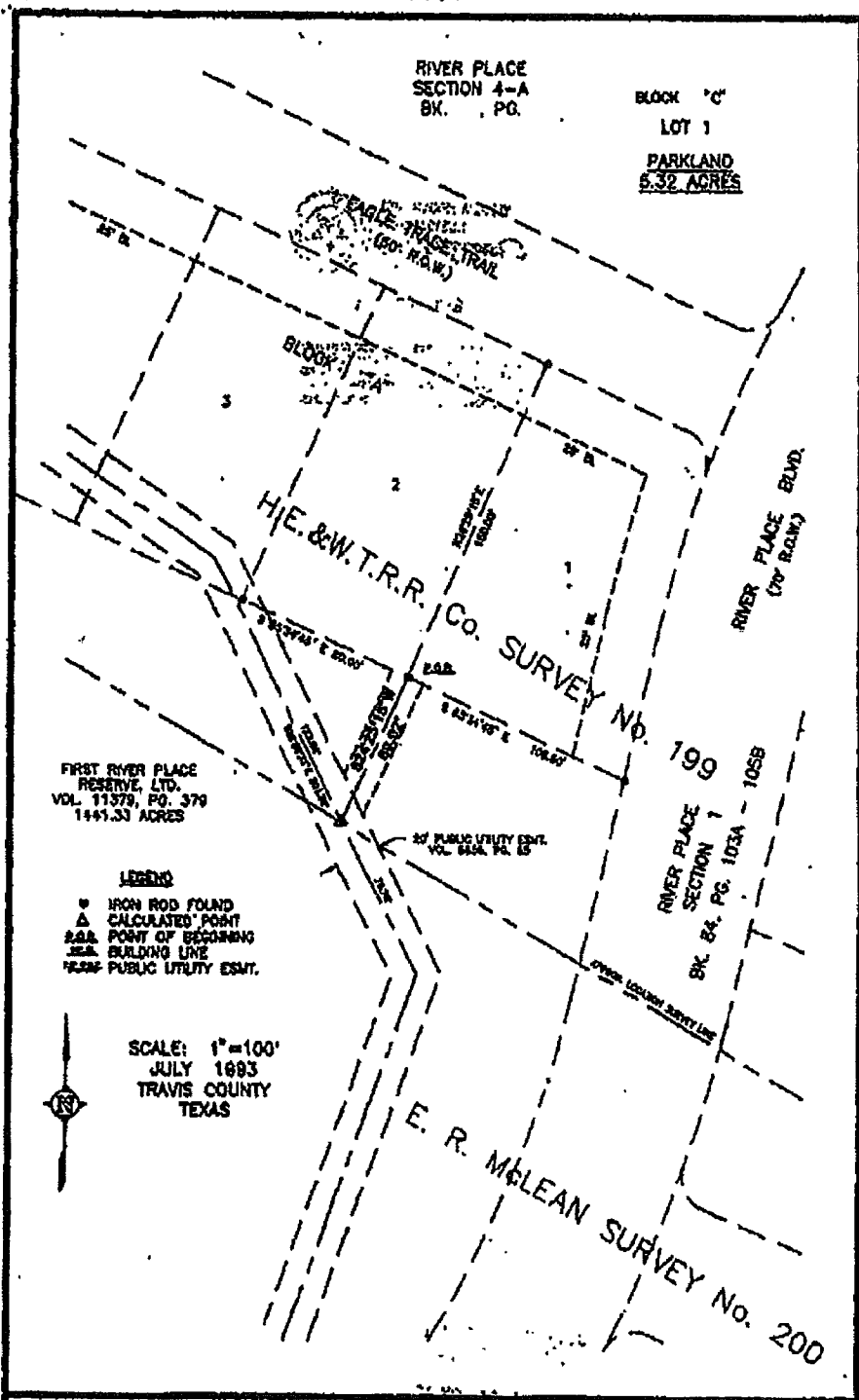
COUNTY OF TRAVIS

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 March 1999 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 1999, A.D.

SURVEY RESOURCES, INC.
P.O. Box 182860
Austin, Texas 78718-2860





SRI

ONE CAPITAL OF TEXAS BANCORP, INC.
P.O. BOX 100000
AUSTIN TEXAS 78710-0000
SURVEY RECORDS DEPT. 78710-0000
TRAVIS COUNTY TEXAS

SKETCH TO ACCOMPANY
FIELD NOTE 4713

REAL PROPERTY RECORDS
Travis County, Texas
12002 0165

COA Resp to PUC RFI-85

EXHIBIT 5F

FLM CODE

00005086207

1300
PH

THE STATE OF TEXAS	()	8:57 PM 2204	1 3	7.00 INDX 01/26/94
COUNTY OF TRAVIS	()	2:11 PM 2204	1 2	5.00 RECH 01/26/94 1.00 SEC 20.68-CHRG

KNOW ALL BY THESE PRESENTS:

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 Grantors 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 a wastewater lift station 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 River Place Municipal Utility District will, at all times after doing any work in connection with the construction or repair of said lift station, 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 vacated, wholly or partially, upon the dedication of public right-of-way within the bounds of the easement.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 11th day of JANUARY, 1994

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

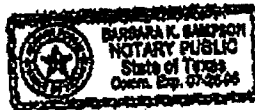
BY: John W. Gravenor
Printed Name: JOHN W. GRAVENOR
Title: AUTHORIZED AGENT

This instrument was acknowledged before me on JANUARY 11, 1994
by JOHN W. GRAVENOR, 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: BARBARA K. SAMPSON
Commission Expires: 7/26/95

AFTER RECORDING, RETURN TO:

Frank Del Cardillo
Espey, Huston & Associates, Inc.
816 Loop 380 South
Austin, Texas 78748



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12110 0655

EXHIBIT "A"

0.048 Acres
River Place
Section 7B
Lot Station

F.N. 4759 (JRM)
October 17, 1999
SRI Job No. 1991-57
Ref: SRI Plat No. E001-1991-02

A DESCRIPTION OF 0.048 ACRES OF LAND OUT OF THE CHARLES CLARK SURVEY NO. 612, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 1441.33-ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11879, PAGE 879 OF THE TRAVIS COUNTY DEED RECORDS; THE SAID 0.048 ACRES, AS SHOWN ON THE PLAN OF THE PROPOSED SUBDIVISION KNOWN AS RIVER PLACE SECTION 7B, CITY OF AUSTIN PLANNING DEPARTMENT NO. 08-85-058.03.BA, IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a 1/2-inch iron rod set in concrete at an interior ell corner on the southwest boundary line of the said River Place Section 7B, being a point on the west right-of-way line of Big View Drive, a street dedicated to the public by the said plat of River Place Section 7B, also being the southeast corner of Lot 5, Block "D" of the said River Place Section 7B,

THENCE crossing the said 1441.33-acre tract, with the said west right-of-way line of Big View Drive as shown on the said plat of River Place Section 6, the following two (2) courses and distances:

1. S 32° 05' 44" W, a distance of 50.62 feet, and
2. a distance of 48.87 feet with an arc of a curve to the left, whose central angle is 03° 38' 18", with a radius of 735.00 feet and whose chord bears S 20° 16' 55" W, a distance of 48.87 feet to the POINT OF BEGINNING of the herein described 0.048-acre tract;

THENCE continuing to cross the said 1441.33-acre tract, with the said west right-of-way line of Big View Drive, a distance of 49.01 feet with an arc of a curve to the left whose central angle is 03° 48' 15" with a radius of 735.00 feet and whose chord bears S 26° 32' 48" W, a distance of 49.01 feet.

THENCE leaving the said west right-of-way line of Big View Drive, continuing to cross the said 1441.33-acre tract, the following three (3) courses and distances:

1. N 62° 58' 04" W, a distance of 40.83 feet,
2. N 27° 21' 55" E, a distance of 49.00 feet, and
3. S 62° 38' 04" E, a distance of 40.13 feet to the POINT OF BEGINNING, and containing 0.048 acres of land.

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 October 1999 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of October, 1999 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690



Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

5:16 22

FILED

JAN 26 3 55 PM '94

DANA DEBEAUVOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOTED: I hereby certify that this document was filed on
the date and at the time stamped herein for and
under the authority of the County Clerk of Travis County, Texas.

JAN 26 1994



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12110 0657

EXHIBIT 5G

FILM CODE

00005190380

EASEMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership, hereinafter called "Grantor," for the sum of One Dollar (\$1.00) and other valuable consideration, paid by RIVER PLACE MUNICIPAL UTILITY DISTRICT, a municipal utility district created and operating pursuant to Chapter 34 of the Texas Water Code, hereinafter called "Grantee," does hereby GRANT, SELL and CONVEY unto Grantee, on the terms and conditions set forth below, an easement and right-of-way upon, over, through and across the following described property of the Grantor:

Lots 5, 6 and 7, Block B, River Place Section 4A, a subdivision located in Travis County, Texas, recorded in Book 92, Pages 285-286, Plat Records of Travis County, Texas; and Lots 57, 58, 59, 60, 61 and 63, Block A, Section 7B, a subdivision located in Travis County, Texas, recorded in Volume 93, Pages 29-32, Plat Records of Travis County, Texas (collectively, the "Property").

1. Character of Easement. The easement granted herein is an easement in gross.

2. Purpose of Easement. The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating or removing sewage and waste disposal grinder pumps located on the Property.

3. Duration of Easement. The easement, rights and privileges herein granted shall be perpetual. Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above described easement and rights to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4. Exclusiveness of Easement. The easement, rights and privileges granted herein are non-exclusive, and Grantor reserves and retains the right to convey similar easements to such other persons as Grantor may deem proper to the extent such future easements do not interfere with the easement granted to Grantee hereunder.

5. Rights Reserved. Grantor also retains, reserves and shall continue to enjoy the use of the surface of the Property for any and all purposes which do not interfere with and prevent the use by Grantee of the easement granted hereunder, including the right to build and use the surface of the herein granted easement for a drainage ditch, and other like uses.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

7. Attorney's Fees. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

14891.1/57/221/1078/011314

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12261 0395

8. Binding Effect. This Agreement shall bind and insure to the benefit of the respective parties, their personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 20th day of April, 1994.

GRANTOR:

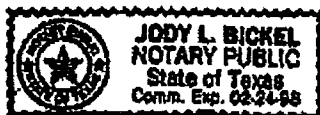
FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership

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

By: John W. Gruener
John W. Gruener
Authorized Agent

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of April, 1994, by John W. Gruener, Authorized Agent of Texas Highlands, Inc., a Texas Corporation, on behalf of said limited partnership.



Jody L. Bickel
Notary Public in and for the State of Texas

After Recording Please Return To:
Kenneth N. Jones
2600 One American Center
600 Congress Avenue
Austin, Texas 78701-3286

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the day and at the City of Austin, Texas, and
was duly RECORDED. In the Volume and Page of the
County RECORD of Travis County, Texas, on

AUG 30 1994

FILED

94 AUG 30 AM 11:01

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS



14601.1/57/JEN/1089/041294

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12261 0396

EXHIBIT 5H

ACCESS EASEMENT AGREEMENT

FILM CODE

00005287120

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

This Access Easement Agreement (the "Agreement") is made by and between FIRST RIVER PLACE RESERVE, LTD. a Texas limited partnership, ("Grantor") for the benefit of RIVER PLACE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas ("Grantee") and is as follows:

1. Grant of Easement. For and in consideration of Ten and No/100 Dollars (\$10.00) cash paid to Grantor by Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for which no lien or encumbrance, express or implied is retained, Grantor GRANTS, SELLS, CONVEYS, and ASSIGNS unto Grantee, a non-exclusive easement and right-of-way (the "Easement") upon and across property owned by Grantor described and referred to below as the "Easement Tract," to be used solely for the purposes and pursuant to the terms and conditions set forth below subject to the liens securing payment for ad valorem taxes as well as to all liens, encumbrances, and other matters of record in Travis County, Texas or visible or apparent on the ground which affect the Easement Tract. The Easement Tract shall consist of that certain strip of land, approximately twenty feet (20') in width, improved with a paved roadway known as the golf course maintenance road (the "Maintenance Road"), commencing at the west right-of-way line of River Place Boulevard (an existing public right-of-way) at the intersection of said River Place Boulevard and the Maintenance Road and continuing along the Maintenance Road to the River Place Water Storage Site, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded in Book 84, Pages 189C through 190A, Plat Records of Travis County, Texas (the "Tank Lot"). Notwithstanding the foregoing or anything herein to the contrary, Grantor shall have the unilateral right, without the joinder of any other party, to realign the Easement or designate a different Easement Tract at any time and from time to time, as determined by Grantor in its sole and absolute discretion, provided (i) Grantor gives Grantee twenty (20) day advance written notice of the realignment or substitute Easement Tract; and (ii) Grantor records notice of the Realignment or substitute Easement Tract in the Real Property Records of Travis County, Texas. Upon satisfaction of the requirements of (i) and (ii) of the preceding sentence, Grantee still have no further rights in or claim to any prior Easement Tract.

2. Character of Easement. The Easement is an easement in gross.

3. Purpose of Easement. The Easement, and appurtenant rights and privileges herein granted, shall be used only for the purpose of ingress and egress to the Tank Lot.

4. Duration of Easement. The Easement shall continue in effect until such time as dedicated public access is provided to the Tank Lot.

5. Rights Reserved and Limitations. Grantor reserves the right to enter upon and use the Easement Tract for any purpose; provided, however, that Grantor shall not (i) use the Easement Tract in any manner; or (ii) grant any easement on or across the Easement Tract which interferes in any material way, or is inconsistent with, the rights granted to Grantee hereunder or the terms and conditions hereof. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any part of the Easement Tract or any other property interest to or for the general public or for any public purpose whatsoever, it being the intention of both parties that this Agreement be strictly limited to and for only those purposes expressly set out in this Agreement.

6. Interference with Grantor's Operations. In using the Easement, Grantee shall avoid, to the extent reasonably practicable, interfering with Grantor's operation and use of Grantor's property.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

49340.2/8PA/1058/1058/051795

12439 1056

7. Indemnity/Mechanic's Liens. Grantee shall indemnify and hold Grantor harmless from all claims arising out of Grantee's activities on the Easement Tract. Grantee agrees to promptly remove any mechanic's liens which encumber the Easement Tract and arise out of Grantee's activities on the Easement Tract.

8. Entire Agreement. Any oral representation or modification concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

9. Binding Effect. This Agreement shall bind and inure to the benefit of the respective parties hereto, their permitted successors and assigns.

10. Assignability. This Agreement and the rights of Grantee hereunder may not be assigned by Grantee without Grantor's express prior written consent to any party other than a party purchasing all of Grantee's rights in the Treatment Plant.

EXECUTED to be effective the 17th day of May, 1995.

GRANTOR:

FIRST RIVER PLACE RESERVE, LTD. a
Texas limited partnership

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

By: John W. Cravenor
John W. Cravenor,
Authorized Agent

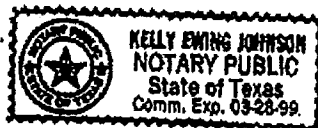
GRANTEE'S ADDRESS:

RIVER PLACE MUNICIPAL UTILITY DISTRICT
c/o Allied Utilities
12710 Research Blvd., Suite 210
Austin, Texas 78759

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 17th of May, 1995 by John W. Cravenor, Authorized Agent of Texas Highlands, Inc., General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.

(Seal)



Kelly Ewing Johnson
Notary Public Signature

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12439 1057

49340.2/SPA/1058/1038/051795

2

FILED

95 MAY 17 PM 4:09

CAL. 77264-001R
COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the 17th day of May 1995 at the time and place herein by me and
was duly RECORDED in my Office and Page of the
Public Records of Travis County, Texas, on

MAY 17 1995



Chris Robinson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOTE: 171: A00001510 TRASH: A0864 DEPT: REGULAR F

CASHTER: NAC FILE DATE: 5/17/95 TRASH DATE:
PAID BY: CEDW 4921

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

3

12439 1058

49340.2/6PA/1058/1058/051795

EXHIBIT 5I

ACCESS EASEMENT AGREEMENT

FILM CODE

00005321737

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

KNOW ALL MEN BY THESE PRESENTS:

This Access Easement Agreement (the "Agreement") is made by and between FIRST RIVER PLACE RESERVE, LTD. a Texas limited partnership, ("Grantor") for the benefit of RIVER PLACE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas ("Grantee") and is as follows:

1. Grant of Easement. For and in consideration of Ten and No/100 Dollars (\$10.00) cash paid to Grantor by Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for which no lien or encumbrance, express or implied is retained, Grantor GRANTS, SELLS, CONVEYS, and ASSIGNS unto Grantee, a non-exclusive easement and right-of-way (the "Easement") upon and across property owned by Grantor described and referred to below as the "Easement Tract," to be used solely for the purposes and pursuant to the terms and conditions set forth below subject to the liens securing payment for ad valorem taxes as well as to all liens, encumbrances, and other matters of record in Travis County, Texas or visible or apparent on the ground which the affect the Easement Tract. The Easement Tract shall consist of that certain strip of land approximately twenty (20) feet in width, the center line of which is described on Exhibit "A", attached hereto and incorporated herein by reference. Notwithstanding the foregoing or anything herein to the contrary, Grantor shall have the unilateral right, without the joinder of any other party, to realign the Easement or designate a different Easement Tract at any time and from time to time, as determined by Grantor in its sole and absolute discretion, provided (i) Grantor gives Grantee twenty (20) day advance written notice of the realignment or substitute Easement Tract; and (ii) Grantor records notice of the realignment or substitute Easement Tract in the Real Property Records of Travis County, Texas. Upon satisfaction of the requirements of (i) and (ii) of the preceding sentence, Grantee still have no further rights in or claim to any prior Easement Tract.

2. Character of Easement. The Easement is an easement in gross.

3. Purpose of Easement. The Easement, and appurtenant rights and privileges herein granted, shall be used only for the purpose of ingress and egress to the River Place Water Storage Site, a subdivision located in Travis County, Texas, according to the map or plat thereof recorded in Book 84, Pages 189C through 190A, Plat Records of Travis County, Texas (the "Tank Lot").

4. Duration of Easement. The Easement shall continue in effect until such time as dedicated public access is provided to the Tank Lot.

5. Rights Reserved and Limitations. Grantor reserves the right to enter upon and use the Easement Tract for any purpose; provided, however, that Grantor shall not (i) use the Easement Tract in any manner; or (ii) grant any easement on or across the Easement Tract which interferes in any material way, or is inconsistent with, the rights granted to Grantee hereunder or the terms and conditions hereof. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any part of the Easement Tract or any other property interest to or for the general public or for any public purpose whatsoever, it being the intention of both parties that this Agreement be strictly limited to and for only those purposes expressly set out in this Agreement.

6. Interference with Grantor's Operations. In using the Easement, Grantee shall avoid, to the extent reasonably practicable, interfering with Grantor's operation and use of Grantor's property.

49340.3/SPA/1058/1058/070795

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1557

7. Indemnity/Mechanic's Lien. Grantee shall indemnify and hold Grantor harmless from all claims arising out of Grantee's activities on the Easement Tract. Grantee agrees to promptly remove any mechanic's lien which encumber the Easement Tract and arise out of Grantee's activities on the Easement Tract.

8. Entire Agreement. Any oral representation or modification concerning this Instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

9. Binding Effect. This Agreement shall bind and inure to the benefit of the respective parties hereto, their permitted successors and assigns.

10. Assignability. This Agreement and the rights of Grantee hereunder may not be assigned by Grantee without Grantor's express prior written consent to any party other than a party purchasing all of Grantee's rights in the Treatment Plant.

EXECUTED to be effective the 7th day of July, 1995.

GRANTOR:

FIRST RIVER PLACE RESERVE, LTD. a
Texas limited partnership

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

By: John W. Gravenor
John W. Gravenor,
Authorized Agent

GRANTEE'S ADDRESS:

RIVER PLACE MUNICIPAL UTILITY DISTRICT
c/o Allied Utilities
12710 Research Blvd., Suite 210
Austin, Texas 78759

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 7th of July, 1995 by John W. Gravenor, Authorized Agent of Texas Highlands, Inc., General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.



Kelly Ewing Johnson
Notary Public Signature

49340.3/SPA/1058/1059/070795

2

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1558

AFTER RECORDING, RETURN TO:

**Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701**

49340.3/SPA/1038/1058/070795

3

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

12501 1559

AUSTIN SURVEYORS

P.O. BOX 180273
AUSTIN, TX 78718

2102 JUSTIN LANE #111
TULETOWN, TX 78153 (512) 454-8405

FIELD NOTES DESCRIBING THE CENTERLINE OF AN EXISTING ROADWAY SERVING GROUND STORAGE TANK

All that certain tract or parcel of land situated in the E.R. McLean Survey No. 200 and being also a part of a 1441.33 acre tract of land conveyed to First River Place Reserve, Ltd. by deed recorded in Volume 11379, Page 379 of the Real Property Records of Travis County, Texas and being also a part of Lot 3 of River Place Center as recorded in Book 86, Page 196A of the Plat Records of Travis County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the Northwest line of River Place Boulevard from which point an iron pin found in the East corner of River Place Section 3A, as recorded in Book 91, Page 30 of the said Plat Records, bears S 31°07'43" W 169.68 feet.

THENCE with the centerline of an existing road for the following twenty-six (26) courses:

- (1) N 52°31'09" W 220.64 feet to the PC of a curve to the right said curve having a radius of 300.00 feet and a central angle of 37°05'09".
- (2) with the arc of the said curve 194.18 feet, the long chord of which bears N 34°06'38" W 190.81 feet.
- (3) N 15°34'04" W 81.95 feet to an angle point.
- (4) N 57°35'16" W 92.75 feet to an angle point.
- (5) S 78°53'36" W 68.53 feet to an angle point.
- (6) S 88°40'17" W 122.50 feet to the PC of a curve to the right said curve having a radius of 75.00 feet and a central angle of 81°17'57".
- (7) with the arc of the said curve 106.42 feet, the long chord of which bears N 50°40'45" W 97.72 feet.
- (8) N 10°01'46" W 188.93 feet to an angle point.
- (9) N 07°12'11" W 87.74 feet to an angle point.
- (10) N 01°19'30" W 152.06 feet to an angle point.

EXHIBIT A

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1560

- (11) N 10°01'49" E 47.96 feet to an angle point.
- (12) N 46°22'34" E 74.90 feet to an angle point.
- (13) N 68°39'57" E 55.50 feet to an angle point.
- (14) N 84°37'25" E 170.70 feet to the PC of a curve to the left said curve having a radius of 230.00 feet and a central angle of 31°25'55".
- (15) with the arc of the said curve 126.18 feet, the long chord of which bears N 68°54'28" E 124.60 feet.
- (16) N 53°11'31" E 463.198 feet to an angle point.
- (17) N 76°34'05" E 172.46 feet to an angle point.
- (18) N 62°04'47" E 52.09 feet to an angle point.
- (19) N 26°59'46" E 75.00 feet to an angle point.
- (20) N 08°17'41" W 62.00 feet to an angle point.
- (21) N 19°27'05" W 117.58 feet to an angle point.
- (22) N 25°48'41" W 120.94 feet to an angle point.
- (23) N 78°42'34" W 69.17 feet to an angle point.
- (24) N 62°18'45" W 106.73 feet to an angle point.
- (25) N 87°41'57" W 104.04 feet to an angle point.
- (26) N 36°08'14" W 6.09 feet to the POINT OF TERMINATION of this description, a point on the Southeast line of Lot 2, Block A of the River Place Water Storage Site as recorded in Book 84, Page 189C of the said Plat Records, from which point an iron pin found in an angle point of the said Lot 2 bears S 37°51'47" W 207.16 feet.

I, Claude F. Hinkle Jr., a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my supervision during June, 1995 and are correct to the best of my knowledge and belief.

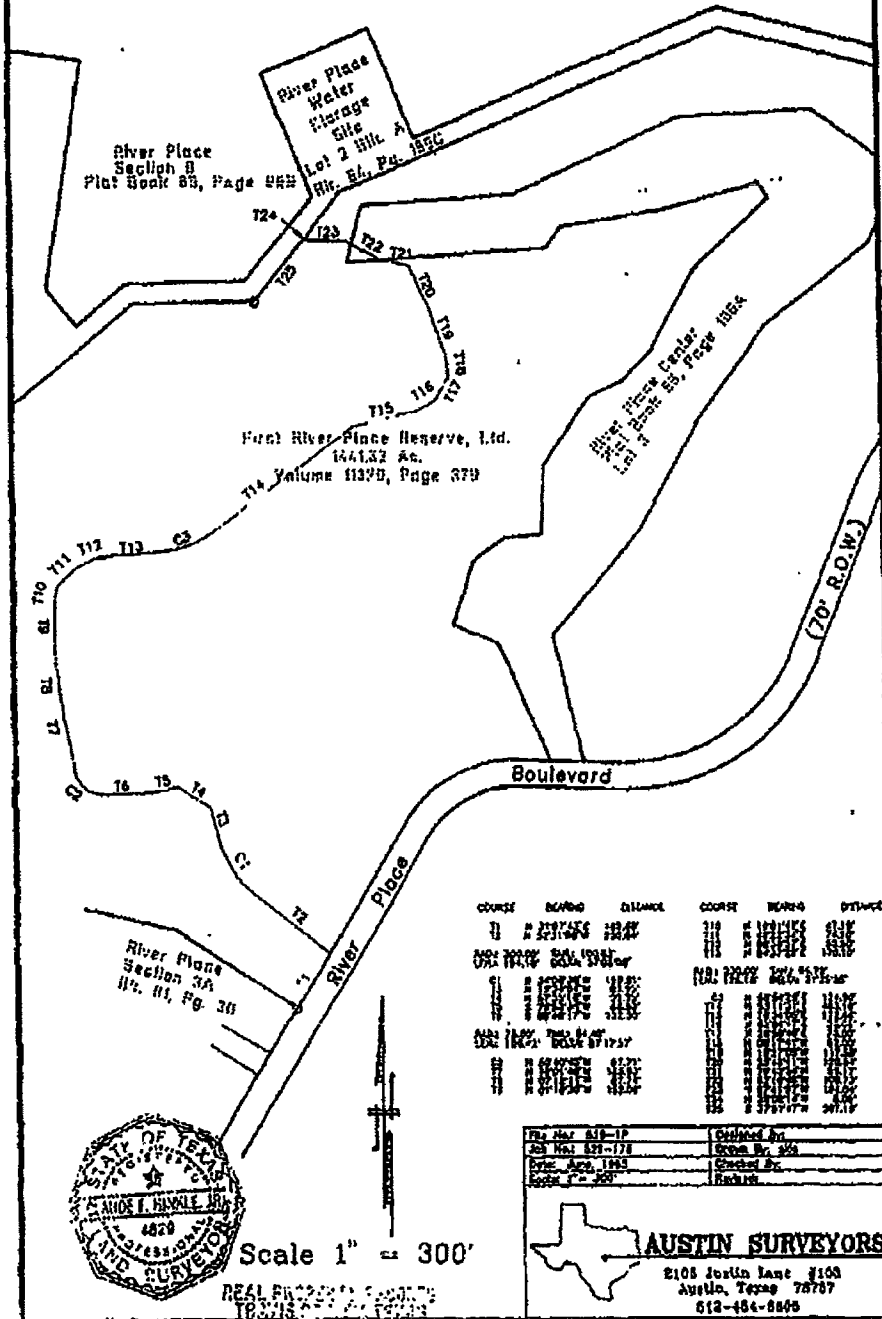


Claude F. Hinkle, Jr.
 Claude F. Hinkle, Jr.
 R.P.L.S. #4629

REAL PROPERTY DIVISION
 TEXAS COMPTROLLER

12501 1561

**Sketch to accompany field notes
for the centerline of an existing
roadway in the E.R. McLean Survey
No. 200, Travis County, Texas**



12501 1562

FILED

95 AUG 15 PM 4:40

CLERK OF DISTRICT COURT
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
will be recorded in the Volume and Page of the
Public Records of Travis County, Texas, as

AUG 15 1995



Don Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED: COUNTY CLERK'S OFFICE
TRAVIS COUNTY, TEXAS
AUG 15 1995
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1563

EXHIBIT 5J

PUBLIC UTILITY EASEMENT

FILM CODE

THE STATE OF TEXAS §

00005331239

COUNTY OF TRAVIS §

That FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership ("Grantor") 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, a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY, subject to the reservations of Grantor contained herein, unto 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 on Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Tract").

TO HAVE AND TO HOLD the Easement Tract perpetually to Grantee, its successors and assigns, together with the right and privilege at any and all times to enter said Easement Tract or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of public utilities and making connections therewith; provided, however, that Grantor reserves the right to enter upon and use the Easement Tract for any purpose, but in no event shall Grantor use the Easement Tract in any manner which interferes in any material way or is inconsistent with the rights granted to Grantee hereunder. Grantee shall be obligated to replace and restore, at Grantee's sole cost and expense, any and all improvements located upon or adjacent to the Easement Tract which may have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the easement granted hereunder. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement Tract, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under Grantor, subject to the matters and reservations set forth herein.

IN WITNESS HEREOF, Grantor has caused this instrument to be executed on this 31st day of August, 1995.

GRANTOR:

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

By: Texas Highlands, Inc., a
Texas corporation, its
General Partner

By: John W. Gravenor
John W. Gravenor, Attorney-In-Fact

GRANTEE:

RIVER PLACE MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: John E. Maher
Printed Name: JOHN E. MAHER
Title: PRESIDENT

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

57630.1/SPA/DAH/1058/082995

12516 0966

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

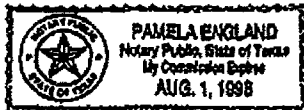
This instrument was acknowledged before me on August 31, 1995, by John W. Cravenor, Authorized Agent of Texas Highlands, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.



Jody L. Bickel
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 31, 1995, by John E. Maher, President of River Place Municipal Utility District, a political subdivision of the State of Texas, on behalf of said subdivision.



Pamela England
Notary Public Signature

Grantee's Address:

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

AFTER RECORDING, RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

57638.1/SPA/DAM/1058/002995

12516 0967

EXHIBIT "A"

20 Foot Wide Public Utility Easement
River Place Water Storage Site

P.M. 5182 (JAY)
August 21, 1998
SRI Job No. 2500-08

A DESCRIPTION OF THE CENTERLINE OF A TWENTY (20) FOOT WIDE STRIP OF LAND TO BE USED AS A PUBLIC UTILITY EASEMENT IN THE E.R. McLEAN SURVEY NO. 200, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, OF RIVER PLACE WATER STORAGE SITE, A SUBDIVISION, AS RECORDED IN BOOK 54, PAGES 189C-190A, OF THE PLAT RECORDS OF TRAVIS COUNTY, SAID 20 FOOT STRIP BEING PARALLEL AND CONCENTRIC AND AT A PERPENDICULAR DISTANCE OF TEN (10) FEET ON EACH SIDE OF SAID CENTERLINE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1/4-inch iron rod found being a northeasterly corner of said Lot 2, Block A, being in the southwestern line of River Place Section 9, a subdivision, as recorded in Book 55, Pages 65B-67A, of the Plat Records of Travis County, Texas, being on the corner of said Lot 2, Block A:

THENCE with the northeasterly line of said Lot 2, Block A, S 22° 33' 13" E, a distance of 278.40 feet to a point;

THENCE leaving the said northeasterly line of Lot 2, Block A, and crossing said lot, S 67° 26' 47" W, a distance of 1.35 feet to a point at a chain link fence;

THENCE with the said chain link fence and continuing to cross the said lot, the following three (3) courses:

1. S 37° 32' 30" W, a distance of 144.81 feet to a point, being a fence corner,
2. S 67° 38' 11" W, a distance of 103.14 feet to a point, being a fence corner, and
3. N 54° 37' 31" W, a distance of 38.86 feet to a point for the POINT OF BEGINNING;

THENCE leaving the said fence and continuing to cross the said lot, S 37° 48' 20" W, a distance of 278.58 feet to a point on the north line of a thirty (30) foot wide Public Utility Easement, as recorded in Volume 10057, Page 1 of the Plat Records of Travis County, Texas for the POINT OF TERMINATION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

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 August, 1998 under my direction and supervision.

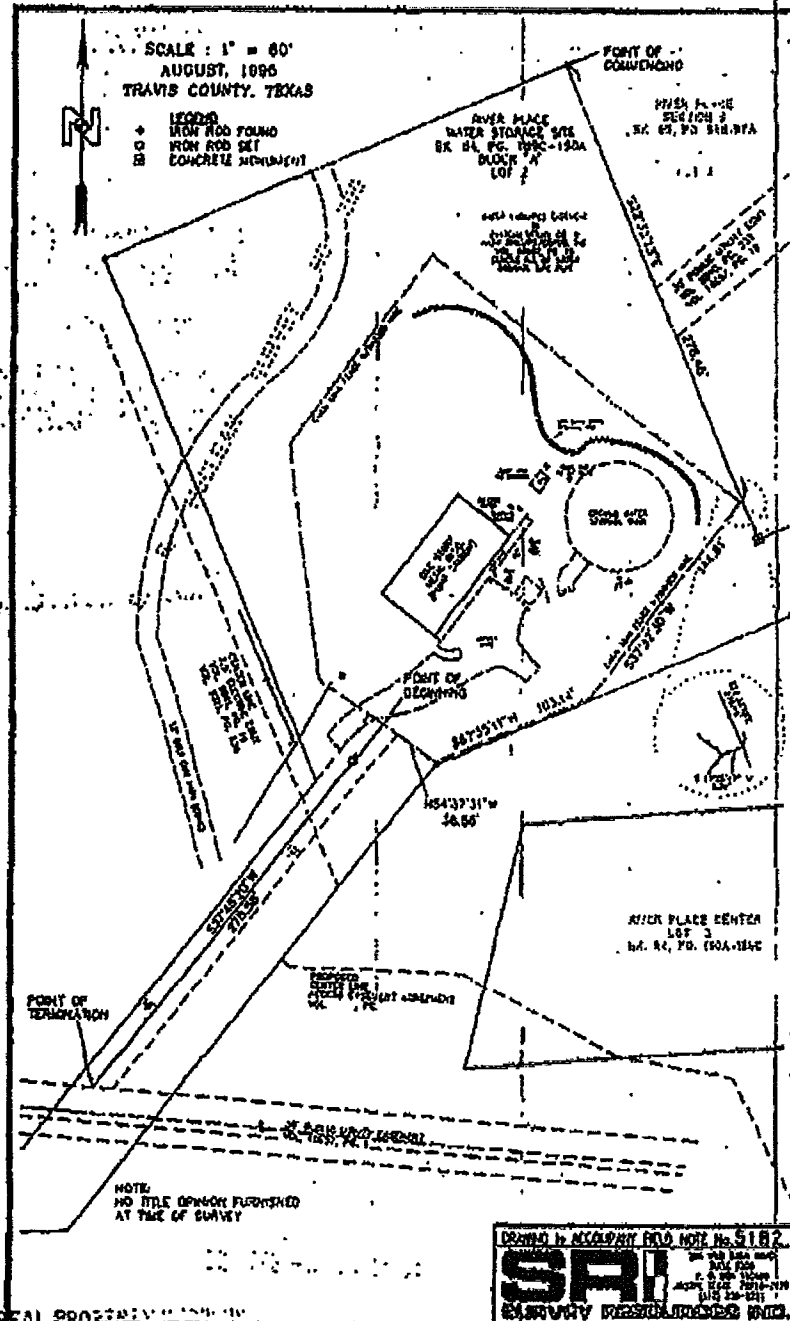
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of August, 1998 A.D.

SURVEY RESOURCES, INC.
P.O. Box 182590
Austin, Texas 78718-2590



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0968



REAL PROPERTY MAP FOR
 TRAVIS COUNTY, TEXAS

SHEET 2 OF 2

12516 0969

FILED

95 SEP -6 PM 3:31

DANA E. MCINTOSH
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ORIGINAL IS OF POOR QUALITY

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the 6th day of SEP 1995 at 3:31 PM at the County Clerk's Office,
and was duly RECORDED, in the Volume and Page of the
Public Records of Travis County, Texas, as

SEP 6 1995



Dana McIntosh
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0970

RECEIVED: 09/06/95 11:00 AM
CASHIER: 09/06/95 11:00 AM
FILED: 09/06/95 11:00 AM

EXHIBIT 5K

PUBLIC UTILITY EASEMENT

FILM CODE

THE STATE OF TEXAS §

00005331240

COUNTY OF TRAVIS §

That FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership ("Grantor") 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, a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY, subject to the reservations of Grantor contained herein, unto 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 on Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Tract").

TO HAVE AND TO HOLD the Easement Tract perpetually to Grantee, its successors and assigns, together with the right and privilege at any and all times to enter said Easement Tract or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of public utilities and making connections therewith; provided, however, that Grantor reserves the right to enter upon and use the Easement Tract for any purpose, but in no event shall Grantor use the Easement Tract in any manner which interferes in any material way or is inconsistent with the rights granted to Grantee hereunder. Grantee shall be obligated to replace and restore, at Grantee's sole cost and expense, any and all improvements located upon or adjacent to the Easement Tract which may have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the easement granted hereunder. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement Tract, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under Grantor, subject to the matters and reservations set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 31st day of August, 1995.

GRANTOR:

FIRST RIVER PLACE RESERVE, LTD., a
Texas limited partnershipBy: Texas Highlands, Inc., a
Texas corporation, its
General PartnerBy: John W. Cravenor
John W. Cravenor, Attorney-in-Fact

GRANTEE:

RIVER PLACE MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of TexasBy: John F. Maher
Printed Name: JOHN F. MAHER
Title: PRESIDENT

S7638,1/6PA/DAN/1058/082995

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0971

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

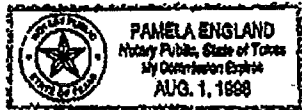
This instrument was acknowledged before me on August 31, 1995, by John W. Cravenor, Authorized Agent of Texas Highlands, Inc., a Texas corporation, General Partner of First River Place Reserve, Ltd., a Texas limited partnership, on behalf of said partnership.



Jody L. Bickel
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 31, 1995, by John E. Maher, President of River Place Municipal Utility District, a political subdivision of the State of Texas, on behalf of said subdivision.



Pamela England
Notary Public Signature

Grantee's Address:

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

AFTER RECORDING, RETURN TO:

Robert D. Burton
Strasburger & Price, L.L.P.
2600 One American Center
600 Congress Avenue
Austin, Texas 78701

57658.1/59A/DAN/1038/082095

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12516 0972

30 Foot Wide Public Utility Easement
River Place Water Storage Site

F.N. 5180R (JAY)
August 21, 1995
SRI Job No. 2500-08

A DESCRIPTION OF THE CENTERLINE OF A THIRTY (30) FOOT WIDE STRIP OF LAND TO BE USED AS A PUBLIC UTILITY EASEMENT IN THE E.R. McLEAN SURVEY NO. 200, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, OF RIVER PLACE WATER STORAGE SITE, A SUBDIVISION, AS RECORDED IN BOOK 84, PAGES 189C-190A, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 30 FOOT STRIP BEING PARALLEL AND CONCENTRIC AND AT A PERPENDICULAR DISTANCE OF FIFTEEN (15) FEET ON EACH SIDE OF SAID CENTERLINE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1/4-inch iron rod found being a northerly corner of said Lot 2, Block A, being in the southwesterly line of River Place Section 8, a subdivision, as recorded in Book 85, Pages 55B-57A, of the Plat Records of Travis County, Texas, being an old corner of said Lot 2, Block A;

THENCE with the northeasterly line of said Lot 2, Block A, S 22° 33' 15" E, a distance of 157.42 feet to the POINT OF BEGINNING;

THENCE leaving the said northeasterly line of Lot 2, Block A, and crossing said lot, S 38° 04' 38" W, a distance of 60.38 feet to a point on the northeasterly fence line as located for the POINT OF TERMINATION;

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 August, 1995 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of August, 1995 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162890
Austin, Texas 78716-2890



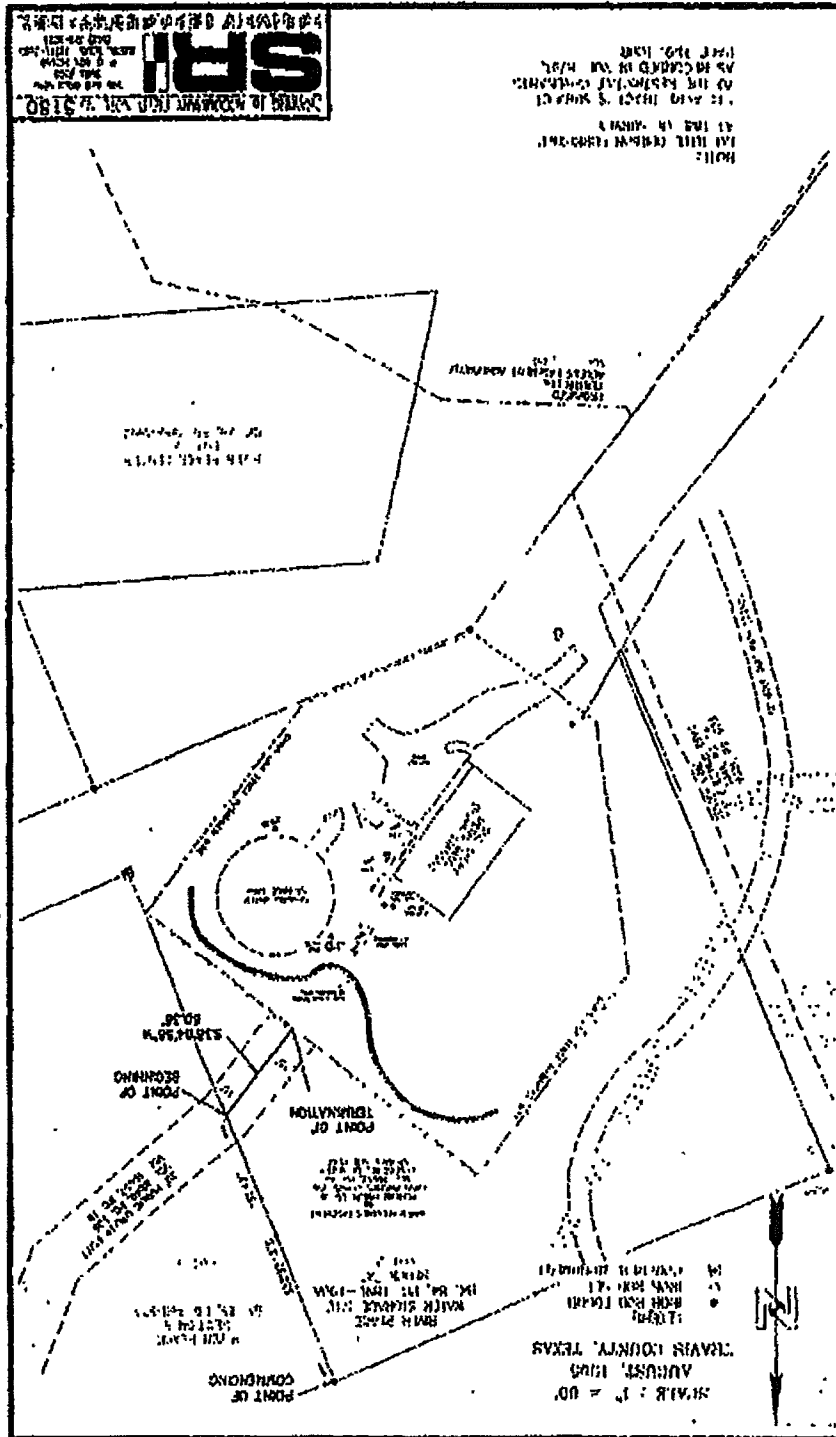
Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

EXHIBIT A

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Page 1 of 2

12516 0973



FILED

95 SEP -6 PM 3 32

**DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

**RECORDERS MEMORANDUM
ORIGINAL IS OF POOR QUALITY!!**

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that the instrument was FILED on
the date and at the place stated herein by me, and
was duly RECORDED in the Volume and Page or BP
shown, RECORDS of Travis County, Texas, on

SEP 8 1995



Dana De Beauvoir
**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

12516 0975

RECORDS SECTION TRAVIS COUNTY TEXAS RECORDS SECTION
CASHIER: DAMEL FILE DATE: 9/8/95 TIME DATE: 1:00 PM
PAID BY: CHECK 302

EXHIBIT 5L

21.
FILM CODE **00005515025**

STATE OF TEXAS §
 § GRANT OF EASEMENT
COUNTY OF TRAVIS §

GRANTOR: MABE, INC., a Texas corporation

GRANTEE: GLENLAKE WATER SUPPLY CORPORATION, a water supply corporation organized under Art. 1434a of the Texas Civil Statutes, the mailing address of which is 9809 Glenlake Drive, Austin, Texas 78730 and RIVER PLACE MUNICIPAL UTILITY DISTRICT, a conservation and reclamation district organized under Chapter 54 of the Texas Water Code, the mailing address of which is 11855 Research Blvd., Austin, Texas 78759. Glenlake Water Supply Corporation and River Place Municipal Utility District are jointly referred to herein as "Grantee".

GRANT: Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL and CONVEY, unto the Grantee, the Easement described below.

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor.

EASEMENT: A water line easement in, on, and across that certain 3,401 square feet of land in Travis County, Texas described by metes and bounds in the attached Exhibit "A" and further illustrated by the sketch attached as Exhibit "B".

USES OF EASEMENT: The Easement granted herein may be used for the construction or installation, and the maintenance, repair and replacement, of an underground water line or lines, together with other facilities common to and/or reasonably necessary to the use of such line or lines, including without limitation meters, meter vaults and backflow preventers. However, use of the Easement shall be subject to the conditions set forth below.

CONDITIONS: The use of the Easement by Grantee is subject to the following conditions. Grantee shall in all respects observe and shall not violate the provisions of the endangered species permit No. PRT-793122 issued to Grantor by the U. S. Fish and Wildlife Service effective February 24, 1995, for so long as such permit shall be in effect. Said endangered species permit, which is on file with the U. S. Fish and Wildlife Service, is incorporated herein by this reference.

OBLIGATION OF GRANTEE: Upon completion of any construction, installation, maintenance, repair or replacement of the water line in the Easement, Grantee shall restore the surface of the Easement to substantially the same condition as existed prior to such work.

HABENDUM: The Grantee shall have and hold the Easement and all and singular the rights and appurtenances thereunto belonging.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0001

01- 92040404-18B

SUCCESSORS AND ASSIGNS: The Easement granted hereby and all of the rights, agreements and burdens pertaining thereto shall inure to the benefit of and shall be binding upon the Grantor, any other owner in the future of any part of the property across which the Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. The Easement shall be an easement in gross for the benefit of Grantee, its successors and assigns.

WARRANTY: Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the said Easement unto the said Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

FUTURE DEDICATION: It is expressly agreed that Grantee, its successors and assigns, may dedicate the Easement to the public without the consent of Grantor or any other future owner of the property across which the Easement runs.

EXECUTED to be effective the 25 day of November, 1996

MABE, INC., a Texas corporation

By: [Signature]

Name: Stephen D. Lowman

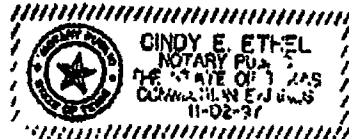
Its: President

THE STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This document was acknowledged before me on this 25th day of Nov., 1996, by Stephen A. Lowman, President of MABE, Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Consent of Lienholder

The undersigned, being the lienholder on the tract of land from which the foregoing Easement is granted, by virtue of the deed of trust recorded at Volume _____, Page _____ of the Real Property Records of Travis County, Texas, does hereby consent to the grant of the Easement.

FIDELITY BANK, N.A.

By: C. Malcolm Holland SVP
Name: C. Malcolm Holland
Its: SVP

THE STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on November 25, 1996, by C. Malcolm Holland, SVP of Fidelity Bank, N.A., on behalf of said Fidelity Bank, N.A.



Cindy E. Ethel
Notary Public - State of Texas

EXHIBIT "A"

WATER LINE EASEMENT

FIELD NOTES FOR A 15 FOOT WIDE WATER LINE EASEMENT SITUATED IN THE JAMES COLE SURVEY NO. 542, ABSTRACT NO. 165, TRAVIS COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 268.7745 ACRE TRACT OF LAND CONVEYED BY LANTOWER REALTY TO MaBo, INC. BY SPECIAL WARRANTY (DISTRIBUTION) DEED DATED MARCH 15, 1994, AND RECORDED IN VOLUME 12165, PAGE 2251, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID CALLED 268.7745 ACRE TRACT BEING THE REMAINDER OF A CALLED 269.8438 ACRE TRACT OF LAND CONVEYED BY QUITCLAIM DEED DATED JUNE 23, 1988, AND RECORDED IN VOLUME 10720, PAGE 210, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 15 FOOT WIDE WATER LINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at point in the west line of said residue tract at the westerly most corner of Proposed Water Line Easement "C", from which a 1/2 inch iron rod found at an angle point in said westerly line, bears, S 36°29'13" W, a distance of 2745.26 feet,;

THENCE, over and across said residue tract the following three (3) courses and distances:

- 1) S 61°20'03" E, a distance of 229.34 feet to a point;**
- 2) N 16°37'02" E, a distance of 23.23 feet to a point;**
- 3) N 61°20'03" W, a distance of 224.08 feet to a point in the west line of said residue tract, from which a 1/2 inch iron rod found for the northwest corner of said residue tract bears, N 36°29'13" E, a distance of 254.40 feet;**

THENCE, with the west line of said residue tract, S 36°29'13" W, a distance of 15.14 feet to the **POINT OF BEGINNING**, containing 3,401 square feet within these metes and bounds.

CAL-71-0350

REAL PROPERTY RECORDS Page 1 of 2
TRAVIS COUNTY, TEXAS

12822 0004

SKETCH TO ACCOMPANY
FIELD NOTES

SHEET 1 OF 2

EXHIBIT "B"

N.T.S.

FIRST RIVER PLACE RESERVE LTD.
VOL. 1179, PG. 578, P.R.T.C.

RESERVE OF 288.7745 ACRES
LAWTON REALTY, INC.
NORMA, INC.
VOL. 1205, PG. 2251, P.R.T.C.

EASEMENT
3,401 SQUARE FEET

EASEMENT "B"
0.721 ACRES

EASEMENT "A"
1.349 ACRES

WESTMINSTER GLEN AVENUE
(70' R-D-W)

WESTMINSTER GLEN
PHASE 1
VOL. 88, PG. 101B, P.R.T.C.

NORMA ROOPE CANTFIELD
VOL. 3487, PG. 431, D.R.T.C.

GLENLAKE PHASE 1
VOL. 77, PG. 233-239, P.R.T.C.

CUNNINGHAM-ALLEN, INC.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0005



3103 BEY CAVE ROAD, SUITE 202
AUSTIN, TEXAS 78748
PHONE (512) 327-2948
FAX (512) 327-2973

SKETCH TO ACCOMPANY FIELD NOTES

SHEET 2 OF 2

SCALE 1" = 100'

FIRST RIVER PLACE RESERVE, LTD.
VOL. 11379, PG. 379, R.P.R.T.C.

CALLED 150.57 ACRES
LETRA 1599
VOL. 10737, PG. 288, R.P.R.T.C.

P.O.B.

3,401 Square Feet
N 61°20'03" W 224.08'
N 61°20'03" W 229.34'

4

5

6

RESIDUE OF 288.7745 ACRES
LANTOWER REALTY, INC.
MORRIS, INC.
VOL. 12185, PG. 2251, R.P.R.T.C.

EASEMENT 28'

PROPOSED R-O-W



LINE	DIRECTION	DISTANCE
L49	S 36°28'13" W	15.16'
L62	N 16°37'02" E	15.34'

SURVEYED BY:

TOMMY P. WATKINS
REG. PROF. LAND SURVEYOR
NO. 4549
DATE: NOVEMBER 8, 1996

CUNNINGHAM-ALLEN, INC.

CLIENT: STEVE LONDER
DATE: 11/8/96
OFFICE: GUNVW
CASH:
FBI
PROJ # 71-0350
FILE NAME: E:\710350\20\710350.DWG

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0006



3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TEXAS 78748
PHONE (512) 327-2846
FAX (512) 327-2973

ATER RECORDING RETURN TO:
ATTN: John Bruce
STEWART TITLE
P.O. BOX 1800
AUSTIN, TX 78767-67

FILED

96 NOV 26 PM 12:51

DANA A. HAYSON
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that the foregoing was filed in
the office of the County Clerk of Travis County, Texas, on
the day and at the hour and minute herein set forth, and
was duly recorded in the County and State of the
Public Records of Travis County, Texas, in

NOV 26 1996



Dana A. Hayson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0007

RECEIPT#: 40004007 TRAVIS: 45377 DEPT: SECULAR RECORDS \$41.00
CASHIER: BAYNE FILE DATE: 11/26/96 TRANS DATE: 11/26/96
PAID BY: CHECK# 3691

EXHIBIT 5M

ASSIGNMENT AND ASSUMPTION OF ACCESS EASEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF ACCESS EASEMENT AGREEMENT (this "*Assignment*") is made and entered into this 7th day of March, 2008, by and between RIVER PLACE GOLF GROUP, LP, a Texas limited partnership ("*Assignor*"), and RIVER PLACE MUNICIPAL UTILITY DISTRICT ("*Assignee*").

RECITALS:

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, BSL Golf/Austin Corporation, a Texas corporation ("*BSL*"), entered into that certain Access Easement Agreement dated January 11, 1999 and recorded in the Real Property Records of Travis County under Volume 13348, Page 415 (the "*Easement*"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

WHEREAS, BSL and Country Club at Riverplace, Inc., a Texas corporation ("*CCR*") entered into that certain Assignment of Easements and Agreements dated March 3, 1999 and recorded in the Real Property Records of Travis County as Document Number 1999004076, whereby BSL assigned all of its rights, title, interests and privileges to CCR under the Easement.

WHEREAS, CCR and Assignor entered into that certain Assignment and Assumption of Easements and Agreements dated June 11, 2003 and recorded in the Real Property Records of Travis County as Document Number 2003153876, whereby CCR assigned all of its right, title, interest and benefit to Assignor under the Easement.

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to assume from Assignor the Easement as described herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment by Assignor. Assignor shall and does hereby transfer and assign to Assignee all of Assignor's right, title, interest and benefit in and under the Easement.
2. Assumption by Assignee. Assignee shall and does hereby assume all of the duties, obligations, liabilities and commitments of Assignor accruing after the date hereof with respect to or arising from the Easement.
3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from any and all duties, obligations, liabilities, and commitments arising under the Easement prior to the date hereof, and Assignee agrees to indemnify and hold Assignor harmless from any and all duties, obligations, liabilities, and commitments arising under the Easement after the date hereof.
4. Survival of Provisions. The covenants, representations and obligations contained in this Assignment shall survive the consummation of all transactions contemplated herein, and this

Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Captions. The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of
March 7th, 2008.

ASSIGNOR:

RIVER PLACE GOLF GROUP, LP,
a Texas limited partnership

By: River Place Golf Group GP, Inc.,
a Texas corporation,
its general partner

By: [Signature]
Name: STEVEN HELD
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Texas §

The foregoing instrument was ACKNOWLEDGED before me this 7th day of
March, 2008, by STEVEN HELD, the PRESIDENT of
River Place Golf Group GP, Inc., a Texas corporation, the general partner of River Place Golf
Group LP, a Texas limited partnership, on behalf of said corporation and limited partnership.



My Commission Expires: 8-25-2010

[Signature]
Notary Public - State of Texas
Petra Hurlimann
Printed Name of Notary Public

ASSIGNEE:

RIVER PLACE MUNICIPAL UTILITY DISTRICT

By: *J. Casey*

Name: JAMES CASEY

Title: PRESIDENT, BOARD OF DIRECTORS

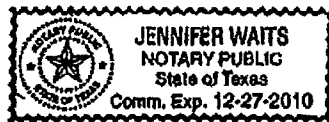
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was ACKNOWLEDGED before me this 22nd day of APRIL, 2008, by JAMES CASEY, the PRESIDENT of the River Place Municipal Utility District, on behalf of said utility district.

[SEAL]

My Commission Expires: 12.27.2010



Jennifer Waits
Notary Public - State of Texas

JENNIFER WAITS
Printed Name of Notary Public

EXHIBIT "A"

Access Easement Agreement

(see attached)

EXHIBIT "A"

RETURN TO:
ALAMO TITLE COMPANY
3305 NORTHLAND DR., #100
AUSTIN, TEXAS 78731
GF# 48116712-9

FILM CODE

00005859175

ACCESS EASEMENT AGREEMENT

(Raw Water Intake Structure - Intake Pumps on Lake Austin)

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This Access Easement Agreement is between FIRST RIVER PLACE RESERVE, LTD., a Texas limited partnership ("Grantor"), and BSL GOLF/AUSTIN CORPORATION, a Texas corporation ("Grantee"), and is as follows:

RECITALS

A. Grantor is the owner of certain real property in Travis County, Texas, described in a deed dated February 21, 1991 to Grantor from Southwest Federal Savings Association, and recorded at Volume 11379, Page 379, Real Property Records of Travis County, Texas, and more particularly described on the attached Exhibit "A" ("FRP Tract").

B. Within the FRP Tract is a parcel of land adjacent to Lake Austin on which are located various water intake facilities, which is described in a "Public Utility Easement" dated June 21, 1984, and recorded at Volume 8917, Page 313, Real Property Records of Travis County, Texas, and described on Exhibit "B" (the "Intake Tract").

C. Grantee is the owner of the raw water intake system more particularly described on Exhibit "C" (the "Facilities"), which are located adjacent to the Intake Tract on the parcel more particularly described on Exhibit "D" (the "Facilities Tract").

D. Grantee has requested that Grantor grant Grantee an easement over, through, under and across the FRP Tract from River Place Section 12, a subdivision in Travis County, Texas, according to the plat recorded at Book 101, Page 81, Travis County Plat Records ("Section 12"), to the Facilities Tract as depicted on Exhibit "E", and across the Facilities Tract, and across the Intake Tract (collectively referred to hereafter as the "Easement Tract"), for the purpose of accessing, maintaining, repairing, replacing, and otherwise using the Facilities, and Grantor has agreed to grant such request.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor does hereby grant an easement and right-of-way which shall be enjoyed and used without cost, fee or charge, over, through, under and across the Easement Tract for the benefit of Grantee for the purpose of accessing, operating, maintaining, repairing, replacing, and otherwise using the Facilities and no other purpose (the "Easement").

2. **Character of Easement.** The Easement is appurtenant to the real property owned by Grantee as more particularly described on Exhibit "F" (the "BSL Tracts").

3. **Duration of Easement.** The Easement shall terminate and be of no further force and effect upon the dedication of a public right-of-way by final plat or other means which creates reasonably adequate

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REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

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access between Section 12 and the Facilities Tract and between Section 12 and the Intake Tract. If a public right-of-way is dedicated so that only a portion of the Easement Tract is affected, then this Easement shall be amended to delete from the Easement Tract that portion of the Easement Tract which can be accessed via a public right-of-way. Grantor and Grantee agree to execute and record such reasonable and necessary documents as required to effectuate such amendment.

4. **Exclusiveness of Easement.** The Easement is non-exclusive, and Grantor shall have the right to enter upon and use the Easement Tracts for any purpose which does not unreasonably interfere with Grantee's use of the Easement. Grantor shall also be entitled to grant such other easements on or across the Easement Tracts not otherwise inconsistent with Grantee's use of the Easement, provided that no beneficiary under any such easement shall have the right to unreasonably interfere with Grantee's use of the Easement. Grantor covenants and agrees not to erect or maintain any barriers to access to the Easement Tracts from the BSL Tracts.

5. **Improvement and Maintenance.** Grantee shall not have the right to improve the Easement Tract, except to the extent described above with respect to the Facilities. The cost of maintaining any improvements on or in the Easement Tract, excluding the Facilities, shall be the sole responsibility of Grantor, and its successors and assigns. All costs related to the Facilities shall be the responsibility of Grantee, and its successors and assigns.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the Easement. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

7. **NO REPRESENTATIONS OR WARRANTIES.** EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENT PROPERTY AS IS AND WITH ALL FAULTS. GRANTOR MAKES NO IMPLIED OR EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE EASEMENT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY GRANTEE, THE SAFETY OR SECURITY OF THE EASEMENT PROPERTY, THE COMPLIANCE OF THE EASEMENT PROPERTY WITH ANY APPLICABLE LAW, OR THE COMPLIANCE OF THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE PROPERTY WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS ACCESS EASEMENT AGREEMENT.

8. **Release.** Grantee hereby releases Grantor from liability for claims with respect to the condition of the Facilities, provided that this release shall not apply to any damage hereafter caused by Grantor, or Grantor's tenants, contractors, agents, and invitees. This provision shall survive the termination of this Easement Agreement.

9. **No Liability.** Grantor shall not be liable to Grantee, or Grantee's tenants, agents, and invitees, or any third party for any damage to persons or property related to Grantee's construction, maintenance, or repair of the Facilities or the use of the Facilities; and Grantee shall indemnify and hold harmless Grantor from all claims, demands, actions, suits, and liabilities of any kind whatsoever, for any such damage; provided that such damage is not caused after the date hereof by the negligence or willful misconduct of Grantor, or Grantor's tenants, contractors, agents or invitees. Grantee shall not be liable to Grantor, or Grantor's tenants, agents, and invitees, or any third party for any damage to persons or property

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