STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE RIVER PLACE MUNICIPAL UTILITY DISTRICT

This Strategic Partnership Agreement Between the City of Austin, Texas and the River Place Municipal Utility District, Travis County, Texas ("SPA") is entered into by the City of Austin ("City"), a municipal corporation, acting by and through its City Manager, and the River Place Municipal Utility District ("District"), acting by and through its Board of Directors, under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code").

RECITALS

1. The District is a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code. The District encompasses approximately 1,040 acres, more or less. Its boundaries are described in Exhibit "A" and depicted on Exhibit "B" attached to this SPA.

2. The District under normal circumstances does not use ad valorem taxes to fund the operation and maintenance of its Retail Water System and Retail Wastewater System and the District sets its utility rates in such a way that the utility revenues it receives from its Retail Water System and Retail Wastewater System are sufficient to pay its expenses of operating and maintaining the said Retail Water System and Retail Wastewater System.

3. The City is a municipal corporation established by and chartered under Chapter 90, Page 634, of the Special Laws of Texas, 1909, 31st Legislature.

4. On December 31, 2008, the City added the District to its Municipal Annexation Plan with the intention to annex the District, which would result in the dissolution of the District and the City succeeding to all of the District's powers, duties, assets, and obligations.

5. The District and its residents and property owners desire to postpone the City's annexation of the District and to provide benefits to each party that are reasonable and equitable with regard to the other party.

6. The purpose of this SPA is to enter into a strategic partnership agreement regarding the terms and conditions of the annexation of the District by the City in accordance with Section 43.0751 of the Local Government Code and the terms and conditions pursuant to which the District will convert into a limited district at the time of full purpose annexation of the District by the City.

7. The District provided notice of two public hearings concerning the adoption of this SPA in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.

8. The District conducted two public hearings regarding this SPA in accordance with procedural requirements of Section 43.0751 of the Local Government Code on August 19, 2009, at seven o'clock p.m., at the River Place Country Club and on August 25, 2009 at seven o'clock p.m. at the River Place Country Club.

9. The City provided notice of two public hearings concerning the adoption of this SPA in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.

10. The City conducted two public hearings regarding this SPA and the limited and full-purpose annexations in accordance with procedural requirements of Section 43.0751 of the Local Government Code on August 20, 2009 at six o'clock p.m., at the City Council Chambers and on August 27, 2009 at six o'clock p.m., at the City Council Chambers.

11. The District has, by formal action, after public hearings approved this SPA on August 25, 2009 in open session at a meeting held in accordance with the Open Meetings Act.

12. The City has, by formal action, after public hearings approved this SPA on August 27, 2009 in open session at a meeting held in accordance with the Open Meetings Act.

13. All procedural requirements imposed by state law for the adoption of this SPA have been met.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this SPA, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE I.
DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY

Section 1.01 Terms Defined in this Agreement.

In this Agreement, the following terms shall have the meanings indicated:

(a) "City" means the City of Austin, Texas.

(b) "Consent Agreement" means, collectively, Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on February 24,

1984; the First Amendment Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on August 22, 1984; the Second Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on May 14, 1992; the Third Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on April 8, 1993; the Fourth Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on June 19, 1995; and the Fifth Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on February 3, 2000. The Consent Agreement and all amendments thereto are incorporated herein for the purposes specified in Section 4.01 of this Agreement.

(c) "District" means the River Place Municipal Utility District, Travis County, Texas.

(d) "District Boundaries" means the boundaries of the District as they now exist and as more particularly described in Exhibit "A" and depicted on Exhibit "B" attached to this Agreement.

(e) "Effective Date" means the date of approval of this Agreement, as defined in Section 2.02 of this Agreement.

(f) "Force Majeure" means conditions and occurrences as defined in Section 7.13 of this Agreement.

(g) "Full-Purpose Annexation Date" means 12:01 a.m., December 31, 2017.

(h) "Limited District" means the River Place Limited District resulting from the conversion of the River Place Municipal Utility District under Section 43.0751 of the Local Government Code.

(i) "Notice" means any formal notice or communication required or authorized to be given by one Party to another by this SPA.

(j) "O&M Transfer Date" means October 1, 2014.

(k) "Party or Parties" means the City and/or the District, as the case may be.

(l) "Period of Limited Purpose Annexation" means that period commencing on the Effective Date of this SPA and ending on the Full-Purpose Annexation Date.

(m) "Prior Out-of-District Agreements" means, collectively, the agreement, as amended, for the provision of out-of-District wholesale water service to the Lower Colorado River Authority (the "LCRA Agreement") and the City's authorizations to provide out-of-District service to "Webb Estates" and "Slover Tract".

(n) "Prior Utility Agreements" means the First Amended Agreement for Water Supply and Effluent Disposal, executed on January 28, 1997, with First River Place Reserve, LTD; the First Amended Raw Water Diversion and Supply Contract, executed on March 1, 2005, with River Place Golf Group LP, Inc.; Water Sale Contract for Municipal Uses, executed on August 28, 1991, with the Lower Colorado River Authority ("LCRA"); 1st Amendment to Water Sale Contract No. 12569, executed on June 27, 1995, with LCRA; 2nd Amendment to Water Sale Contract No. 12569, executed on August 22, 1997, with LCRA; and 3rd Amendment to Water Sale Contract No. 12569, executed on September 24, 1999, with LCRA.

(o) "Service Plan" means the Annexation Service Plan attached hereto as Exhibit F.

(p) "SPA" means this Strategic Partnership Agreement Between the City of Austin and the River Place Municipal Utility District, including all Exhibits attached hereto.

(q) "Water and Wastewater Agreement" means the Agreement for Water and Wastewater Service and Operations Management of Facilities Between the City of Austin and the River Place Municipal Utility District; and Amendment to Agreement for Emergency Water Service, attached hereto as Exhibit D.

Section 1.02 Purposes of the SPA.

The purpose of this SPA is to define and clarify, through contractual agreement, the terms and conditions of annexation of property in the District by the City and the relationship between the City and the Limited District upon conversion of the District to the Limited District at the time full purpose annexation of the entire District is completed, all in accordance with Section 43.0751 of the Local Government Code.

ARTICLE II.
ADOPTION OF THE AGREEMENT AND ANNEXATION OF THE DISTRICT

Section 2.01 Conduct of Public Hearings and Procedure for Adoption.

The District and the City acknowledge and agree that prior to the execution of this SPA and prior to full purpose annexation pursuant to this SPA, the District and the City conducted public hearings and complied with all procedural requirements for the purpose of considering the adoption of this SPA and annexation of the District in accordance with the terms of this SPA.

Section 2.02 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, this SPA shall become effective on September 7, 2009. Upon adoption, the SPA shall be filed by the City in the Real Property Records of Travis County, Texas.

Section 2.03 Annexation of the Property Within the District.

(a) Annexation of Property.

(i) All land within the District shall be automatically annexed by the City for full purposes effective on the Full-Purpose Annexation Date, without further procedural action of any kind by either party, in accordance with Sections 43.0751(f)(5) and 43.0751(h) of the Texas Local Government Code. The Annexation Service Plan attached as Exhibit "F" is approved as the service plan for this area and shall be effective for a period of ten years from the Full-Purpose Annexation Date.

(ii) The City and the District further agree that all property within the District that is not already in the City's limited purpose or full-purpose jurisdiction shall be annexed by the City for the limited purposes of planning and zoning on the Effective Date of this SPA, and such limited purpose annexation will extend the full range of City regulatory authority regarding development, construction, land use, and environmental quality to the area. This authority includes the application of all regulations pertaining to planning and zoning including, but not limited to, regulations within the City's Land Development Code including Title 30 Austin/Travis County Subdivision Regulations and related technical manuals, and all rules adopted pursuant thereto.

(b) Consent by District to Annexation. The District hereby consents to the City's annexation of all the land in the District in accordance with this Agreement. The District accepts the Service Plan and agrees not to seek arbitration, other legal actions, or legislative remedies to challenge the Service Plan. Notwithstanding the foregoing, the District or the Limited District may take authorized actions, if any, to enforce the terms of the Service Plan. The terms of this Agreement are binding on the City, the District and each owner and future owner of land within the District's boundaries in accordance with Texas Local Government Code Section 43.0751(c), and the consent to annexation granted herein.

(c) Consent by District to Actions by City. The District agrees that the City may take any and all steps required by the Local Government Code to assure that full-purpose and limited purpose annexation of all appropriate land within the District (described and depicted in Exhibit "C") becomes effective in accordance with the timeframes and procedures set forth in this Agreement.

Section 2.04 District Residents to Become Citizens During Limited Purpose Annexation and Full-Purpose Annexation.

(a) Citizenship Rights During the Period of Limited Purpose Annexation.

(i) Voting Rights. As provided in Article 1, Section 7 of the City's Charter, upon limited purpose annexation any resident of that portion of the District annexed for limited purposes shall be deemed to be a citizen of the City and shall be entitled to vote in city elections on every issue where the question before the electorate is the election of or recall of a City Council member, or the amendment of the City's Charter.

(ii) Limitation on Running for Office. As provided by Article 1, Section 7 of the City's Charter, no resident of that portion of the District annexed for limited purposes is eligible to run for office in the City during the Period of Limited Purpose Annexation.

(iii) Applicability of Ordinances, Rules, and Regulations. As provided by Article 1, Section 7 of the City's Charter, upon limited purpose annexation any resident of that portion of the District annexed for limited purposes of planning and zoning shall be deemed to be a citizen of the City in connection with ordinances, rules, or regulations which are applicable to the citizen by virtue of the limited purpose annexation.

(b) Citizenship Rights Upon Full-Purpose Annexation. A resident of an area of the District annexed for full purposes by the City becomes a citizen of the City for all purposes and shall have all the rights, privileges, and responsibilities accorded to the citizens residing in all other areas that the City has annexed for full purposes. However, such citizens shall continue to also be citizens of the Limited District.

Section 2.05 Notice to Landowners of Full Purpose Annexation of Land Within the District.

Within 60 days of the Effective Date, the District shall file the following notice concerning this SPA in the Real Property Records of Travis County for the property within the District:

> All of the property within the boundaries of River Place Municipal Utility District of Travis County, Texas (the "District"), as depicted on the map attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement ("SPA") between the District and the City of Austin, dated September 7, 2009. The SPA establishes a timetable for the annexation by the City of Austin of property in the District, which will be annexed initially for limited purposes and subsequently for full purposes. The SPA also provides for the conversion and the timing for

conversion of the District to a Limited District and establishes the governmental and operational relationship between the City and the District while the District or the Limited District continues in existence, all as authorized by Section 43.0751, Texas Local Government Code. A copy of the SPA may be obtained by contacting the offices of the District, and questions concerning the SPA may be directed to the District or the City of Austin Neighborhood Planning and Zoning Department.

This notice with appropriate modifications shall also be included in the notice to purchasers of real property in the District in each future edition of the District's Information Form required to be recorded in the Real Property Records of Travis County, Texas, pursuant to Section 49.455 of the Texas Water Code.

Section 2.06 Regulatory and Taxation Authority of the City and the District Upon Limited and Full-Purpose Annexation of an Area of the District.

During the Period of Limited Purpose Annexation the District shall continue to have and thereafter the Limited District shall have within the District Boundaries all of the authority and power, including taxation authority, of a municipal utility district, except as limited and modified by the terms and provisions of this SPA and applicable law, so long as the District or Limited District exists. Upon full purpose annexation of an area of the District not previously annexed by the City for full purposes, the City shall have all the authority and power, including taxation authority, within the full-purpose annexed area that the City enjoys in all other areas that the City has annexed or does annex for full purposes.

ARTICLE III.
SERVICES TO THE DISTRICT AND OTHER TRANSITIONAL MATTERS

Section 3.01 Municipal Services Prior to the Full-Purpose Annexation Date.

(a) Limitation on Services. During that period of time beginning on the Effective Date and ending on the Full-Purpose Annexation Date, the City and the District will provide water and wastewater service to the District pursuant to the terms and conditions of the Water and Wastewater Agreement. Except as provided in the preceding sentence or as may be provided in subsequent agreements between the Parties, the District acknowledges and agrees that no City services (including by way of example and not in limitation, police services, fire protection services, emergency medical responder services, and road maintenance) will be provided to the District until the Full-Purpose Annexation Date, upon which the City shall provide full services to the District unless specifically provided otherwise.

(b) Continuity of Services. Commencing on the Full-Purpose Annexation Date, the City will provide full City services to areas within the District Boundaries in accordance with the Service Plan, except that the City shall not be responsible for

those services to be provided by the Limited District. City services shall include, for example, but not in limitation, water and wastewater services. The Parties understand and agree that the portion of the Service Plan addressing services to be provided in the event of the dissolution or termination of the District or the Limited District for any reason shall be performed by the City upon dissolution or termination as provided by the Service Plan and Section 7.02 of this SPA.

Section 3.02 Capital Improvements During the Period Prior to the Full-Purpose Annexation Date.

(a) District's Responsibility for Continued Improvements.

(i) Except as provided in the Water and Wastewater Agreement, the District will be responsible for operating and maintaining all District facilities and properties during that period of time beginning on the Effective date and ending on the Full-Purpose Annexation Date. By way of example and not in limitation, the aforementioned operation and maintenance responsibilities shall include the responsibility to operate and maintain parks facilities, and for drainage, prevention of erosion, remediation of storm damage and channel dredging.

(ii) The District may also continue to make capital improvements during this same time period in accordance with the terms and provisions of the Consent Agreement. In this regard, the Parties agree that except as otherwise authorized by the Water and Wastewater Agreement or the City, any such improvements shall not materially affect the level of services the City will be required to provide after the Full-Purpose Annexation Date.

(iii) Notwithstanding the foregoing provisions, the District may construct trails or trail improvements subject to approval by the City's Parks and Recreation Department, which shall not be withheld unless a proposed trail or trail improvement would materially impact the level-of service the City will be required to provide after the Full-Purpose Annexation Date.

Section 3.03 District Tax and Utility Rate.

(a) District's Tax Rate. The District agrees to set its annual debt tax rate and operations and maintenance tax rate in an amount deemed sufficient by the District, to report such rate to the District's tax collector in Travis County, and to perform all acts required by law for the tax rates to be effective.

(b) Use of Excess Monies. 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 (1) to help pay down the District's outstanding indebtedness prior to the Full-Purpose Annexation Date or (2) transferred to the Austin Water Utility on the Full-Purpose Annexation Date. The District shall separate such funds from its general fund and place them in a special fund account reflecting the source of these funds.

(c) Park Fund. All monies in the District's park fund on the Full-Purpose Annexation Date will be retained by the Limited District.

Section 3.04 Transfer of Assets and Employment and Services Contractual Obligations of the District.

Except for the construction of trails in accordance with Section 3.02(a)(iii) of this Agreement, or as otherwise may be authorized by the Water and Wastewater Agreement or by prior written agreement of the City Manager, the District may not do the following:

(1) transfer any of its assets to a third party without reasonable consideration; or

(2) acquire additional assets, other than those required for the normal and customary operations of the District provided that such required assets do not increase the City's costs or responsibilities after the Full-Purpose Annexation Date; or

(3) enter into any contracts for employment or services that will result in the creation or continuation of a contractual obligation or fees and charges for the City after the Full-Purpose Annexation Date.

Section 3.05 Separate Transition Agreements.

The Parties contemplate that they may negotiate and execute separate transition agreements concerning their relationship during the term of this SPA. Such transition agreements may supplement or amend this SPA.

ARTICLE IV.
DISTRICT ASSETS, LIABILITIES, OBLIGATIONS, DEBT AND DEBT SERVICE AND THE CONSENT AGREEMENT

Section 4.01 Assets, Liabilities, Indebtedness, and Obligations During the Period of Limited Purpose Annexation.

(a) Continuation of Consent Agreement.

(i) Except as provided in subsection (ii) immediately following, the Consent Agreement and any subsequent transition agreements shall remain in effect until the Full-Purpose Annexation Date, at which time they shall terminate.

(ii) To the extent there is any conflict between this SPA or any subsequent transition agreements and the Consent Agreement, the terms of this SPA shall prevail.

(b) Responsibility for District Assets, Liabilities, and Obligations Prior to the Full-Purpose Annexation Date. Except as specifically provided elsewhere in this SPA, the Water and Wastewater Agreement or any subsequent transition agreements, the District shall remain solely responsible for all District contracts, assets, liabilities and obligations of the District and shall be subject to the terms and conditions of the Consent Agreement until the Full-Purpose Annexation Date. As set forth in the Water and Wastewater Agreement, the District shall remain responsible for payments on all existing bond obligations until October 1, 2017, after which time the City shall assume all remaining debt obligations of the District. Except as specifically provided elsewhere in this SPA, the Water and Wastewater Agreement or any subsequent transition agreements, the City shall become solely responsible for all the District's contracts, assets, liabilities and other obligations on the Full-Purpose Annexation Date.

Section 4.02 No Liability for Operations Performed by Others.

(a) Mutual Limitations on Liability.

(i) The Parties agree that the City shall not be liable for any claims or causes of action arising out of, or resulting from the maintenance, operations, or ownership of the facilities owned by the District or the Limited District in the performance of the District's or Limited District's functions as described in this SPA. The Parties further agree the City shall not be liable for any or all claims or causes of actions arising out of or resulting from the maintenance, operations, or other activities of the District on any property owned by the City.

(ii) The Parties agree that the District and Limited District shall not be liable for any claims or causes of action arising out of, or resulting from the maintenance, operations, or ownership of the facilities owned by the City in the performance of the City's functions as described in this SPA. The Parties further agree that the District shall not be liable for any or all claims or causes of action arising out of or resulting from the maintenance, operations or other activities of the City.

(b) City to be an Additional Insured. The District shall add the City of Austin as an additional insured on its general liability insurance, which the District shall carry each year until the O&M Transfer Date. At the request of the City, the District shall continue to include the City as an additional insured following the O&M Transfer Date, provided that the City shall be responsible for any additional direct costs to the District for continuing to include the City as an additional insured.

Section 4.03 Additional Bonds and Indebtedness by District.

(a) Consent by City Required for Bond Issuance. Neither the District nor the Limited District shall issue new bonds for any purpose without the prior written consent of the City Council. Subject to approval by the City Council, which may not be unreasonably denied or delayed, the District may refund or refinance its outstanding bonds so long as the proposed refinancing meets the financial criteria of the City.

(b) Limitation on Additional Debt or Leases. Except as may be required for normal operation and maintenance of the District or as may be authorized by prior written consent of the City Manager, the District may not after the Effective Date incur any new indebtedness or execute any new lease that extends beyond the Full-Purpose Annexation Date.

ARTICLE V.
DISTRICT WATER AND WASTEWATER FACILITIES; FUNCTIONS

Section 5.01 District Functions.

Except as modified by this SPA and the Water and Wastewater Agreement, prior to the Full-Purpose Annexation Date, the District shall solely have those functions, purposes, and authorities specifically exercised or performed by the District prior to the Effective Date, or otherwise authorized under the laws of the State of Texas. If the District or the City takes any formal action to discharge a function or to exercise authority that is not directly related to those functions and purposes specifically exercised or performed prior to the Effective Date or otherwise authorized by this SPA, the other Party may proceed as provided in Article VIII of this SPA.

Section 5.02 Transfer of Ownership.

The District shall convey ownership of its Retail Water System and Retail Wastewater System (as described in the Water and Wastewater Agreement) and all associated assets and easements to the City on the Effective Date of this SPA pursuant to the terms and conditions of the Water and Wastewater Agreement.

Section 5.03 Provision of Water and Wastewater Service.

(a) From the Effective Date to the Full-Purpose Annexation Date, provision of water and wastewater service to the District shall be made pursuant to the terms and conditions of the Water and Wastewater Agreement, including that the City may not charge the Limited District's residents a post-annexation surcharge for any purpose.

(b) Effective on the O&M Transfer Date, the City will provide water and wastewater services to the land and customers within the District Boundaries pursuant to the Service Plan and the Water and Wastewater Agreement and to the same level as before the Effective Date, and the City further agrees to the following:

(i) The City will not increase the permitted volume limits of the wastewater treatment plant currently owned by the District without the advance written agreement of the District. Further, without the advance written agreement of the District, the City will not expand the physical components of either the water treatment plant or wastewater treatment plant outside of the property to be conveyed to the City pursuant to the Water and Wastewater Agreement or operate the Retail Water System and Retail Wastewater System in a manner that would materially impair the water and wastewater service existing in the District as of the O&M Transfer Date.

(ii) The City will maintain all facilities described in the Water and Wastewater Agreement at the same level as on the O&M Transfer Date and otherwise (1) maintain the aesthetic quality of such facilities and (2) maintain such facilities in a manner consistent with Firewise principles and guidelines as established by the National Fire Protection Association. The City agrees that any repainting of facilities, including but not limited to the elevated storage tank, shall be in colors substantially similar to those in use on the Effective Date of this SPA, and prior to any such repainting, the City will first confer with the District on the color to be used.

(iii) The City will not add writing or symbols of any kind to the elevated storage tank.

(iv) The City will not allow any extraneous equipment to be attached to or otherwise placed on the elevated storage tank, including but not limited to antennae unless such equipment is used for the City's operation and maintenance of the Retail Water System or Retail Wastewater System. The City agrees not to place equipment on the elevated storage tank that would be used for third party benefit.

(c) Effective on the Full-Purpose Annexation Date, the City shall honor and assume all obligations to provide service as set forth in the Prior Utility Agreements and the Prior Out-of-District Agreements.

Section 5.04 Audit; Review of District Records.

The District shall conduct an annual audit each year, at its sole expense, to be performed by an independent certified public accountant. The District shall file a copy of the completed audit with the City's Director of Financial Services. The District shall make its financial records available to the City for inspection during normal business hours upon prior reasonable notice by the City.

ARTICLE VI.
OPEN SPACE

Section 6.01 Balcones Canyonland Preserve Land, Parkland and Other Lands

(a) The District is the current owner of approximately 310 acres of land (the "BCCP Land") that is a part of the Balcones Canyonland Conservation Plan. The District will remain responsible for the ownership, operation and maintenance of the BCCP Land until the Full-Purpose Annexation Date; provided however, that the Parties expressly the District is not responsible to build any fences on or around the BCCP Land unless required of the District pursuant to its federal permit.

(b) On the Full-Purpose Annexation Date, the District shall convey the BCCP Land to the City at which time the City shall assume responsibility for all operation and maintenance costs for the same.

(c) The District and subsequently the Limited District shall retain full ownership of its open space, parklands, greenbelt areas and other tangible assets not conveyed to the City pursuant to the Water and Wastewater Agreement.

(d) Subject to a determination by the City's Parks and Recreation Department that the City's level of service obligations will not be substantially increased, the District and the Limited District may obtain additional parkland.

ARTICLE VII.
DISTRICT CONTINUATION AS A LIMITED DISTRICT FOR CERTAIN MAINTENANCE, OPERATIONS AND ENFORCEMENT PURPOSES

Section 7.01 Continuation as a Limited District.

(a) Conversion of District to Limited District. Pursuant to Section 43.0751(f)(6) of the Local Government Code, the District shall automatically convert into a limited district on the Full-Purpose Annexation Date and shall thereafter be known as the "River Place Limited District."

(b) Boundaries of Limited District. The boundaries of the Limited District shall be coextensive with the District Boundaries.

(c) Term of Limited District. The Limited District shall exist for an initial term of ten years. The term of the Limited District may be renewed successively by mutual agreement of the governing bodies of the City and the Limited District.

Section 7.02 Functions and Responsibilities of the Limited District.

Subject to future amendments by the Parties, the functions and responsibilities of the Limited District shall be limited to the following:

(a) Operation, maintenance and control of additional security for the Limited District;

(b) Operation, maintenance and control of residential and commercial solid waste pick-up and disposal services;

(c) Ownership, operation, maintenance and control of parkland, open space, greenspace and other areas owned by the Limited District; and

The City will not provide, or charge or bill the Limited District or its residents for, services the Limited District provides.

Section 7.03 Amenities.

(a) Availability of Amenities to All Residents. All Amenities described in Exhibit "E" shall be available for the benefit, use and enjoyment of all of the residents of the River Place Limited District and the public.

(b) Fees and Charges. The Limited District may assess those fees and charges for the use of the Amenities that it deems reasonable and necessary and may charge users who reside outside the Limited District separate fees and charges if such fees and charges are reasonably related to the Limited District's actual costs of operation and maintenance.

(c) Limitation on City's Obligations. The Parties agree that the City shall have no obligation during the existence of the Limited District to perform the functions undertaken by the Limited District, provided, however, the Limited District's rights to provide security for the Amenities shall not diminish the City's obligations to provide adequate police protection in accordance with the requirements of State law.

(d) Limitation on Actions by Limited District.

(i) The Limited District may not sell, convey, lease, mortgage, transfer, assign, or otherwise alienate any of its Amenities to a third party. The Limited District may not approve a program or project that requires the use or taking of its Amenities or that would otherwise require findings under

Section 26.001 of the Texas Parks and Wildlife Code. However, this subsection (d) shall not prohibit the Limited District from contracting with management and operating firms to manage and operate any of the District's Amenities.

(ii) The Limited District may not sell, convey, lease, mortgage, transfer, assign, or otherwise alienate any of its surplus assets to a third party without the prior approval of the City Manager or his designee, which approval shall not be unreasonably withheld or delayed.

(iii) The Limited District may acquire, purchase, or lease additional Amenities and expand any existing Amenities and may purchase necessary equipment, materials and facilities to maintain, replace or upgrade the level of Amenities available at the time of this SPA.

(iv) The Limited District may hire employees, agents, representatives, and consultants to manage, operate and maintain the Amenities and perform services related to the Limited District's operations and activities.

Section 7.04 Limited District Approval and Election.

(a) Action by Board. The Board of Directors for the Limited District shall place the adoption and ratification of this SPA on the agenda of its first meeting following the conversion of the District into the Limited District.

(i) If the Board of Directors of the Limited District fails to adopt and ratify this SPA within sixty days of the conversion of the District into the Limited District, the Limited District shall be automatically dissolved sixty days after the date of conversion without the necessity of any further action by the City, whether through litigation or otherwise, and all assets, obligations, indebtedness, and liabilities of the District shall be assumed by the City.

(ii) The Limited District shall continue to exist after the failure to adopt or ratify this SPA for the sole purpose of doing any and all acts or things necessary to transfer the assets, obligations, indebtedness, and liabilities to the City. Upon the completion of the transfer of all assets, obligations, indebtedness, and liabilities to the City, the Limited District shall cease to exist.

(b) Ratification and Election. If the Board of Directors of the Limited District adopts and ratifies this SPA pursuant to Section 7.04a of this SPA, the Board of Directors of the Limited District shall call an election no later than the first practicable uniform election date, as determined in the reasonable judgment of the Board of Directors, after such adoption and ratification at which time the Limited District

shall place a proposition before the qualified voters of the Limited District to consider ratification of the creation of the Limited District and to authorize an ad valorem tax for operation and maintenance of the Limited District. The Board of Directors at its option may call the election at the same meeting at which it acts on the adoption and ratification of this SPA or at a subsequent meeting, provided that the election date is no later than the first practicable election date after adoption and ratification of this SPA, as determined in the reasonable judgment of the Board of Directors.

(i) The maximum tax rate to be included within the proposition shall be at the discretion of the Board of Directors of the Limited District provided that it is not greater than $0.50 per $100 of assessed valuation. The proposition shall also provide that any District maintenance tax authorization in existence before the tax election provided for in this subsection b shall be rescinded upon approval of the proposition by the voters.

(ii) If a majority of the qualified voters voting at this election do not approve the proposition, the Limited District shall be automatically dissolved sixty days after the date of the election without the necessity of any further action by the City, whether litigation or otherwise, and all assets, obligations, indebtedness, and liabilities of the District shall be assumed by the city.

(iii) If the election fails, the Limited District shall continue to exist after such failure for the sole purpose of doing any and all acts or things necessary to transfer the assets, obligations, indebtedness, and liabilities to the City.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

Section 8.01 Effective Date and Multiple Counterparts.

This SPA may be executed in multiple identical counterparts but shall not be effective unless executed by the City and the District on or before September 7, 2009.

Section 8.02 Entire Agreement/Conflicting Provisions.

(a) This SPA is not intended to waive or limit the applicability of laws, regulations, and ordinances applicable to the District or the City, nor does it waive the jurisdiction or sovereignty of any governmental body with respect to the District or the City.

(b) As of this date there are no agreements, oral or written, between the Parties which are in conflict with this SPA. This SPA, together with all of the attachments to this SPA, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. No representations

or agreements other than those specifically included in this SPA shall be binding on either the City or the District.

(c) Prior to the Full-Purpose Annexation Date, to the extent that any provision in this SPA conflicts with a term in the Water and Wastewater Agreement, the Water and Wastewater Agreement shall prevail.

Section 8.03 Notice.

(a) Any Notice given under this SPA shall be given in accordance with this Section.

(b) Notice may be given by:

(i) delivering the Notice to the Party to be notified;

(ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or

(iii) by sending the Notice by telefax with confirming copy sent by mail to the Party to be notified.

(c) Notice deposited in the United States mail in the manner herein described shall be deemed effective upon the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

(d) For purposes of Notice, the addresses of the Parties shall, until changed as provided in this Section, be as follows:

City of Austin:

City Manager
City of Austin
P. O. Box 1088
Austin, Texas 78767

with required copy to
City Attorney:

City Attorney
City of Austin
P. O. Box 1088
Austin, Texas 78767

River Place Municipal Utility District:

River Place Municipal Utility District

c/o Severn Trent Services
14050 Summit Drive, Suite 113
Austin, Texas 78728

with required copy to
District's Attorney:

Phil Haag
McGinnis, Lochridge & Kilgore
600 Congress Avenue, Suite 2100
Austin, Texas 78701

(e) The Parties may change their addresses for Notice purposes by providing five days written notice of the changed address to the other Party.

(f) If any date or period provided in this SPA ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating Notice is extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 8.04 Time.

Time is of the essence in all matters pertaining to the performance of this SPA.

Section 8.05 Severability or Modification of Agreement as a Result of Court Action, or Amendment of State Law or Statutory Authority for the Agreement; No Legislative or Litigative Efforts by District.

(a) If any part of this SPA, or the application of this SPA to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will amend or revise this SPA to accomplish to the greatest degree practical the same purpose and objective of the part determined to be invalid or unconstitutional, including without limitation amendments or revisions to the terms and conditions of this SPA pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this SPA, or proposed to be annexed.

(b) If part of this SPA is nullified or modified in whole or in part as a result of amendments to the underlying state law and statutory authority for this SPA, the Parties agree and understand that such modification may frustrate the purpose of this SPA. The parties agree that they will attempt to amend or revise this SPA to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this SPA affected by the amendment of the underlying state law and statutory authority and (ii) the original intent and purpose of this SPA.

(c) Neither the District nor the City will initiate or support any legislation to modify the City's or the District's rights under the SPA or the Consent Agreement. If future legislation would have the effect of prohibiting annexation or requiring further approval of residents for annexation, it is the intent of the Parties that annexation will take place in accordance with this SPA regardless of any such legislation. Further, the District will not seek or support legislation to incorporate all or a portion of itself as a municipality.

Section 8.06 Waiver.

Any failure by a Party to this SPA to insist upon strict performance by the other Party of any provision of this SPA shall not be deemed a waiver of the provision or of any other provision of the SPA. The Party has the right at any time to insist upon strict performance of any of the provisions of the SPA.

Section 8.07 Applicable Law and Venue.

The construction and validity of the SPA shall be governed by the laws of the State of Texas (without regard to conflict of laws principles). Venue shall be in Travis County, Texas.

Section 8.08 Reservation of Rights.

To the extent not inconsistent with this SPA, each Party reserves all rights, privileges, and immunities under applicable law.

Section 8.09 Further Agreement and Documents.

Both Parties also agree that they will perform any further acts as the other Party may reasonably request to effectuate the terms of this SPA.

Section 8.10 Incorporation of Exhibits and Other Documents by Reference.

All exhibits and other documents attached to or referred to in this SPA are incorporated into this SPA by reference for the purposes set forth in this SPA.

Section 8.11 Assignability, Successors, and Assigns.

(a) This SPA shall not be assignable by either Party without the prior written consent of the other Party.

(b) This SPA shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

Section 8.12 Amendment.

This SPA may only be amended in writing upon the approval of the governing bodies of the City and the District or Limited District, as applicable.

Section 8.13 Force Majeure.

In the event that either Party is rendered unable by force majeure to carry out any of its obligations under this SPA, 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.
DEFAULT AND REMEDIES FOR DEFAULT

Section 9.01 Default.

(a) Upon the occurrence, or alleged occurrence, of an event of default under or violation of this SPA, the nondefaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this SPA and subject to force majeure, the defaulting Party must cure its default or violation within thirty days following receipt of the Notice of default or violation.

(b) If the default or violation is not cured within the thirty day period, the non-defaulting Party may sue for enforcement or cancellation of this SPA. However, prior to bringing any proceeding in a court of law or before a court of competent jurisdiction, the Parties may (but are not required to) resolve the issue through alternative dispute resolution. If the Parties agree to seek alternative dispute resolution, they must participate in good faith. Unless otherwise agreed to, the Parties shall share equally in the costs of the mediation or arbitration. The Parties further agree that neither the City nor the District is obligated to resolve any dispute based on an arbitration decision under this SPA if the arbitration decision compromises the City's or District's sovereign immunity.

(c) If the Parties are unable to resolve their dispute through mediation or arbitration, if any, the nondefaulting Party shall have the right to enforce the terms and provisions of this SPA by specific performance or by such other legal or equitable relief to which the nondefaulting Party maybe entitled. Any remedy or relief described in this SPA shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity.

(d) If the defaulting Party fails to abide by these deadlines, the nondefaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this SPA.

(e) All of these rights and remedies shall be cumulative.

(f) The Parties agree that the remedy of accelerated full purpose annexation of the District set forth in Section 9.02(a) of this SPA is limited solely to the circumstances described therein, and shall not be available for any other circumstances under this SPA. The parties agree that none of the remedies specified in this SPA shall apply to a breach of the Water and Wastewater Agreement, and that the remedies available for a breach of that Water and Wastewater Agreement shall be controlled by the remedy provisions of that agreement.

Section 9.02 Dissolution of the District

(a) If the District is dissolved for any reason prior to the Full-Purpose Annexation Date, this SPA shall automatically terminate and the City shall have the right to accelerate the Full-Purpose Annexation Date without restriction.

(b) If the District is dissolved, the Board of Directors for the District shall continue to exist after the dissolution for the sole purpose of doing any and all acts or things necessary to transfer the assets, obligations, indebtedness, and liabilities to the City.

IN WITNESS WHEREOF, this SPA consisting of 23 pages and Exhibits A-F is executed in multiple identical counterparts.

CITY OF AUSTIN, TEXAS

Attest: _____
Shirley Gentry
City Clerk

By: _____
Marc Ott
City Manager

RIVER PLACE MUNICIPAL UTILITY DISTRICT

Attest:

_____

Secretary

By: _____

President, Board of Directors

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was Rudy Garza acknowledged before me on the 3rd day of September, 2009, by ~~Marc Ott~~ Assistant, City Manager for the City of Austin, Texas, for and on behalf of the City of Austin, Texas.

Susan Palmer
Notary Public
State of Texas
My Commission Expires
OCTOBER 13, 2009

Susan Palmer

Notary Public in and for the State of Texas
My Commission Expires: 10/13/2009

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the __ day of _____, 2009, by _____, President of the Board of Directors River Place Municipal Utility District, for and on behalf of the River Place Municipal Utility District.

Notary Public in and for the State of Texas
My Commission Expires:_____

IN WITNESS WHEREOF, this SPA consisting of 23 pages and Exhibits A-F is executed in multiple identical counterparts.

CITY OF AUTSTIN, TEXAS

Attest: _____
Shirley Gentry
City Clerk

By: _____
Marc Ott
City Manager

RIVER PLACE MUNICIPAL UTILITY DISTRICT

Attest: _____
Arthur Jistel
Secretary

By: _____
James Casey
President, Board of Directors

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the __ day of _____, 2009, by Marc Ott, City Manager for the City of Austin, Texas, for and on behalf of the City of Austin, Texas.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9 day of September 2009, by James Casey, President of the Board of Directors River Place Municipal Utility District, for and on behalf of the River Place Municipal Utility District.

Rosalinda Arismendez
Notary Public
State of Texas
My Commission Expires
APRIL 14, 2010

_____
Notary Public in and for the State of Texas
My Commission Expires: April 14 2010

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF AUSTIN AND THE
RIVER PLACE MUNICIPAL UTILITY DISTRICT

LIST OF EXHIBITS

The following are the exhibits for this Agreement:

Exhibit A	District Boundaries
Exhibit B	Map of District Boundaries
Exhibit C	Map of Limited and Full-Purpose Annexation Areas
Exhibit D	Agreement for Water and Wastewater Service and Operations Management of Facilities Between the City of Austin and the River Place Municipal Utility District; and Amendment to Agreement for Emergency Water Service
Exhibit E	List of Amenities to be Maintained by Limited District
Exhibit F	Annexation Service Plan

EXHIBIT A

DISTRICT BOUNDARIES

DISTRICT BOUNDARIES

The District consists of the following tracts of land (more particularly described by metes and bounds on Exhibits A-E attached to this EXHIBIT A):

Exhibit A: 948.87 acres of land out of that certain 3105 acre tract conveyed to Walter Cavin, Trustee as recorded and described in Volume 3817, Page 704 of the Travis County Deed Records, minus a 12 acre strip of land along River Place Blvd. annexed by the City of Austin

Exhibit B: 21.533 acres of land situated in the Day Land and Cattle Company Survey No. 1, Abstract No. 2331 and the I. G & N. Railroad Company Survey No. 42, Abstract No. 2113, Travis County

Exhibit C: Approximately 47 acres of land encompassing those certain lots in Block M, Section 16 as recorded in Document No. 200100017, Travis County Deed Records

Exhibit D: 21.591 acres of land out of the I. G & N. Railroad Company Survey No. 42, Abstract No. 2113, and the W.R. Hobbs Survey No. 456, Abstract No. 375, Travis County

Exhibit E: 2.00 acres of land out of the W.R. Hobbs Survey, Abstract 375 and the W.R. Hobbs Survey, Abstract 376, Travis County

Exhibit A

Legal Description: 948.87 acres of land
Legal Description: 12 acres of land along River Place Blvd.

River Place M.U.D.
948.87 Acres

FN 1402 (MS)
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EXHIBIT "A"

A DESCRIPTION OF A TRACT OF LAND CONTAINING 948.87 ACRES OF LAND OUT OF THAT CERTAIN 3105 ACRE TRACT CONVEYED TO WALTER CAVIN, TRUSTEE, FROM LEE BLOCKER, TRUSTEE, AS RECORDED AND DESCRIBED IN VOLUME 3817, PAGE 704, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS SAID TRACT ALSO BEING PART OF THAT TRACT CONVEYED TO LAKE AUSTIN PROPERTIES, LTD. AS DESCRIBED AND RECORDED IN VOLUME 7716, PAGE 698 OF THE TRAVIS COUNTY DEED RECORDS, SAID PARCEL BEING LOCATED IN THE HE&W RAILROAD COMPANY SURVEY NO. 199, E. R. MCLEAN SURVEY NO. 200, D&W RAILROAD COMPANY SURVEY NO. 71, W. R. HOBBS SURVEY NO. 456, W. R. HOBBS SURVEY NO. 457, I&GN RAILROAD SURVEY NO. 42, DAY LAND AND CATTLE COMPANY SURVEY NO. 1, LOUIS FRITZ SURVEY NO. 291, B. PAYNE SURVEY NO. 288, WM. BELL SURVEY NO. 802, R. L. PREECE SURVEY NO. 2 AND IN THE CHARLES CLARK SURVEY NO. 612, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch iron pipe in a rock mound found for the most southeast corner of subject tract, also being the most northerly corner of Lot 42, Phase One, Glen Lake Subdivision, as recorded in Book 77, Page 233 of the Plat Records of Travis County, Texas, said point also being the southwesterly corner of a 494.737 acre tract conveyed to Elmer E. Webb in Volume 317, Page 310, Deed Records of Travis County, Texas, said point also being the southwesterly corner of a corner of a 494.737 acre tract conveyed to Elmer E. Webb in Volume 317, Page 310, Deed Records of Travis County, Texas, said point also being an easterly corner of said 3105 acre tract, said point also being the beginning of a boundary line agreement between Lake Austin Properties, Ltd. and Walter Cavin, Trustee, as recorded in Volume 8116, Page 199, and corrected in Volume 8171, Page 43, Travis County Deed Records;

THENCE departing said common corner and along said agreed boundary line the following three (3) courses and distances:

1. S 72° 05' 38" W, a distance of 4009.85 feet to an iron rod found for corner,

2. S 26° 43' 26" W, a distance of 312.53 feet to an iron rod found for corner, and

3. S 08° 10' 28" W, a distance of 209.50 feet to a point being the approximate centerline of a slough;

THENCE continuing along said boundary line agreement and along the approximate centerline of said slough the following eleven (11) courses and distances:

1. S 78° 34' 04" E, a distance of 66.17 feet to a point for corner,
2. S 77° 22' 56" E, a distance of 66.17 feet to a point for corner,
3. S 59° 20' 14" E, a distance of 68.81 feet to a point for corner,
4. S 45° 07' 32" E, a distance of 35.14 feet to a point for corner,
5. S 21° 02' 59" W, a distance of 41.13 feet to a point for corner,
6. S 24° 57' 16" W, a distance of 112.83 feet to a point for corner,
7. S 50° 35' 45" W, a distance of 59.94 feet to a point for corner,
8. S 49° 26' 37" W, a distance of 80.25 feet to a point for corner,
9. S 11° 14' 35" W, a distance of 221.72 feet to a point for corner,
10. S 35° 01' 23" W, a distance of 67.19 feet to a point for corner, and
11. S 16° 29' 29" W, a distance of 289.37 feet to a point for corner;

THENCE leaving the centerline of said slough and said common line the following three (3) courses and distances:

1. N 58° 45' 22" W, a distance of 146.30 feet to a point for corner,
2. N 89° 52' 33" W, a distance of 175.16 feet to a point for corner, and
3. N 67° 33' 19" W, a distance of 293.04 feet to an iron rod found on the common line between said Lake Austin Properties, Ltd. and said Walter C. Cavin, Trustee;

THENCE, N 00° 00' 05" E, along said common line, a distance of 820.02 feet to an iron rod found for corner;

THENCE leaving said common line with the following fourteen (14) courses and distances:

1. N 83° 26' 40" E, a distance of 214.27 feet to a point for corner,
2. N 44° 30' 14" E, a distance of 253.76 feet to a point for corner,
3. N 36° 00' 03" E, a distance of 678.94 feet to a point for corner,
4. N 23° 02' 36" E, a distance of 250.88 feet to a point for corner,
5. N 08° 08' 24" E, a distance of 142.84 feet to a point for corner,
6. N 17° 22' 58" E, a distance of 508.31 feet to a point for corner,
7. N 13° 28' 45" W, a distance of 466.53 feet to a point for corner,
8. S 89° 29' 41" W, a distance of 383.97 feet to a point for corner,
9. N 14° 17' 54" W, a distance of 272.20 feet to a point for corner,
10. N 32° 31' 46" W, a distance of 745.59 feet to a point for corner,
11. N 03° 30' 20" W, a distance of 141.97 feet to a point for corner,
12. N 64° 01' 27" W, a distance of 196.23 feet to a point for corner,
13. N 67° 56' 30" E, a distance of 257.96 feet to a point for corner,
14. N 02° 55' 12" E, a distance of 210.82 feet to a point on the common line between said Lake Austin Properties, Ltd. and said Walter C. Cavin Trustee;

THENCE along said common line tracing the following five (5) courses and distances:

1. S 84° 40' 12" E, a distance of 151.76 feet to an iron rod found for corner,
2. N 08° 44' 24" W, a distance of 392.35 feet to an iron rod found for corner,

3. N 09° 27' 00" E, a distance of 668.22 feet to an iron rod found for corner,

4. N 14° 34' 37" E, a distance of 599.09 feet to an iron rod found for corner, and

5. N 03° 30' 19" E, a distance of 51.38 feet to a point on said common line;

THENCE leaving said common line and tracing the following nine (9) courses and distances:

1. N 47° 58' 59" E, a distance of 676.45 feet to a point for corner,

2. N 61° 48' 44" E, a distance of 449.89 feet to a point for corner,

3. N 39° 53' 17" E, a distance of 478.09 feet to a point for corner,

4. N 87° 56' 35" E, a distance of 284.66 feet to a point for corner,

5. N 38° 29' 10" E, a distance of 354.96 feet to a point for corner,

6. N 67° 44' 30" E, a distance of 477.85 feet to a point for corner,

7. N 69° 24' 24" W, a distance of 272.62 feet to a point for corner,

8. N 32° 31' 46" W, a distance of 244.62 feet to a point for corner, and

9. N 21° 51' 54" E, a distance of 813.57 feet to a point for corner;

THENCE along the common line of said Lake Austin Properties, Ltd. tract and the said Walter C. Cavin tract the following fourteen (14) courses and distances:

1. N 63° 19' 54" E, a distance of 772.72 feet to an iron rod found for corner,

2. N 42° 57' 28" E, a distance of 182.47 feet to an iron rod found for corner,

3. S 77° 49' 48" E, a distance of 413.91 feet to an iron rod found for corner,

4. N 38° 59' 48" E, a distance of 859.55 feet to an iron rod found for corner,

5. N 07° 48' 22" W, a distance of 172.10 feet to an iron rod found for corner,

6. N 46° 36' 59" W, a distance of 390.14 feet to an iron rod found for corner,

7. N 13° 52' 40" W, a distance of 218.58 feet to an iron rod found for corner,

8. N 58° 30' 56" W, a distance of 331.29 feet to an iron rod found for corner,

9. N 19° 06' 22" W, a distance of 148.97 feet to an iron rod found for corner,

10. N 73° 22' 51" E, a distance of 111.41 feet to an iron rod found for corner,

11. S 55° 12' 46" E, a distance of 199.12 feet to an iron rod found for corner,

12. S 74° 14' 25" E, a distance of 242.61 feet to an iron rod found for corner,

13. S 82° 57' 00" E, a distance of 345.31 feet to an iron rod found for corner, and

14. N 29° 48' 43" E, a distance of 138.40 feet to a point for corner on said common line;

THENCE leaving said common line and tracing the following three (3) courses and distances:

1. S 71° 11' 31" E, a distance of 221.80 feet to a point for corner,

2. N 80° 33' 13" E, a distance of 341.91 feet to a point for corner, and

3. N 64° 13' 31" E, a distance of 169.75 feet to a point, said point being on the proposed westerly right-of-way of Riverplace Blvd.;

THENCE along the westerly right-of-way of the proposed Riverplace Blvd. the following thirteen (13) courses and distances:

1. along the arc of a 560.00 foot radius curve to the left, thru a central angle of 22° 32' 40" (the long chord bears N 20° 03' 46" E, a distance of 218.93 feet) an arc length of 220.35 feet to a point of tangency,

2. N 08° 47' 26" E, a distance of 526.82 feet to a point of curvature,

3. along the arc of a 670.00 foot radius curve to the left, thru a central angle of 07° 11' 44" (the long chord bears N 05° 11' 34" E, a distance of 84.09 feet an arc length of 84.14 feet to a point of tangency,

4. N 01° 35' 42" E, a distance of 486.66 feet to a point of curvature,

5. along the arc of a 750.00 foot radius curve to the right, thru a central angle of 17° 19' 48" (the long chord bears N 10° 15' 36" E, a distance of 225.98 feet), an arc length of 226.85 feet to a point of tangency,

6. N 18° 54' 05" E, a distance of 377.43 feet to a point of curvature,

7. along the arc of a 750.00 foot radius curve to the right, thru a central angle of 31° 26' 37" (the long chord bears N 34° 37' 42" E, a distance of 406.45 feet), and arc length of 411.60 feet to a point of tangency,

8. N 50° 21' 01" E, a distance of 430.02 feet to a point of curvature,

9. along the arc of a 320.00 foot radius curve to the left, thru a central angle of 39° 26' 11" (the long chord bears

N 40° 37' 55" E, a distance of 215.93 feet), an arc length of 220.25 feet to a point of tangency,

10. N 10° 54' 23" E, a distance of 387.87 feet to a point of curvature,

11. along the arc of a 750.00 foot radius curve to the right, thru a central angle of 26° 25' 32" (the long chord bears N 24° 08' 25" E, a distance of 342.85 feet), an arc length of 345.91 feet to a point of tangency,

12. N 37° 21' 11" E, a distance of 33.87 feet to a point of curvature, and

13. along the arc of a 15.00 foot radius curve to the left, thru a central angle angle of 90° 00' 00" (the long chord bears S 07° 38' 49" E, a distance of 21.21 feet), an arc length of 23.56 feet to a point of tangency, said point being on the southerly right-of-way of the proposed Bonaventure Drive;

THENCE along the southerly right-of-way of the proposed Bonaventure Drive the following three (3) courses and distances:

1. N 52° 38' 49" W, a distance of 57.97 feet to a point of curvature,

2. along the arc of a 555.00 foot radius curve to the right, thru a central angle of 22° 06' 45" (the long chord bears N 41° 35' 26" W, a distance of 212.87 feet), an arc length of 214.19 feet to a point of tangency, and

3. N 30° 32' 04" W, a distance of 125.51 feet to a point of tangency;

THENCE leaving the southerly right-of-way of the said Bonaventure Drive, N 59° 27' 56" E, a distance of 70.00 feet to a point on a curve on the northerly right-of-way of said Bonaventure Drive;

THENCE along the northerly right-of-way of the proposed Bonaventure Drive the following four (4) courses and distances:

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1. S 30° 32' 04" E, a distance of 125.51 feet to a point of curvature,

2. along the arc of a 485.00 foot radius curve to the left, thru a central angle of 22° 06' 45" (the long chord bears N 41° 35' 26" W, a distance of 186.02 feet) an arc length of 187.18 feet to a point of tangency,

3. S 52° 38' 49" E, a distance of 57.97 feet to a point of curvature, and

4. along the arc of a 15.00 foot radius curve to the left, thru a central angle of 90° 00' 00" (the long chord bears N 82° 21' 11" E, a distance of 21.21 feet) an arc length of 23.56 feet to a point of tangency, said point being on the westerly right-of-way of the proposed Riverplace Blvd.;

THENCE along said right-of-way, N 37° 21' 11" E, a distance of 311.59 feet to a point on the southerly line of that certain tract conveyed to Don Engeling, as described and recorded in Volume 7713, Page 790, Travis County Deed Records, said corner also being the northerly line of the aformentioned tract conveyed to Lake Austin Properties, Ltd.;

THENCE leaving said westerly right-of-way along said common line, S 47° 22' 51" E, a distance of 80.34 feet to the easterly right-of-way of the proposed Riverplace Blvd.;

THENCE leaving said common line along the easterly right-of-way of said Riverplace Blvd., S 37° 21' 11" W, a distance of 304.22 feet to a point of curvature;

THENCE following a 15.00 foot radius curve to the left, thru a central angle of 90° 00' 00" (the long chord bears S 07° 38' 49" E, a distance of 21.21 feet), an arc length of 23.56 feet to a point on the northerly right-of-way of the proposed Bonaventure Drive;

THENCE along said right-of-way, S 52° 38' 49" E, a distance of 146.75 feet to a point on the easterly line of that 41.4646 acre tract conveyed to Samuel D. McDaniel, Trustee, as described and recorded in Volume 4784, Page 635 of the Travis County Deed Records, said line also being a common line between said Lake Austin Properties, Ltd. and that tract conveyed to Robert V. Thurmond, Jr. as described and recorded in Volume 2272, Page 484, Travis County Deed Records, saving and excepting said 41.4646 acres;

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THENCE leaving the northerly right-of-way of said Bonaventure Drive S 29° 43' 03" W, along said common line, a distance of 70.63 feet to the southerly right-of-way of said Bonaventure Drive;

THENCE leaving said common line and along the southerly right-of-way of said Bonaventure Drive, the following two (2) courses and distances:

1. N 52° 38' 49" W, a distance of 156.14 feet to a point of curvature, and

2. along the arc of a 15.00 foot radius curve to the left, thru a central angle of 90° 00' 00" (the long chord bears S 82° 21' 11" W, a distance of 21.21 feet) an arc length of 23.56 feet to a point of tangency, said point being on the easterly right-of-way of the proposed Riverplace Drive;

THENCE along the easterly right-of-way of the proposed Riverplace Drive the following ten (10) courses and distances:

1. S 37° 21' 11" W, a distance of 33.87 feet to a point of curvature,

2. along the arc of a 670.00 foot radius curve to the left thru a central angle of 26° 25' 23" (the long chord bears S 24° 08' 30" W, a distance of 306.25 feet) an arc length of 308.99 feet to a point of tangency,

3. S 10° 54' 23" W, a distance of 387.67 feet to a point of curvature,

4. along the arc of a 400.00 foot radius curve to the right, thru a central angle of 39° 26' 16" (the long chord bears S 30° 37' 53" W, a distance of 269.92 feet) an arc length of 275.33 feet to a point of tangency,

5. S 50° 21' 01" W, a distance of 430.02 feet to a point of curvature,

6. along the arc of a 670.00 foot radius curve to the left, thru a central angle of 31° 26' 35" (the long chord bears S 34° 37' 44" W, a distance of 363.09 feet) an arc length of 367.68 feet, to a point of tangency,

River Place M.U.D.
948.87 Acres

FN 1402 (MS)
December 22, 1983
EH&A Job No. 3812-50

7. S 18° 54' 05" W, a distance of 377.43 feet to a point of curvature,

8. along the arc of a 670.00 foot radius curve to the left, thru a central angle of 17° 19' 58" (the long chord bears S 10° 15' 41" W, a distance of 201.91 feet), an arc length of 202.68 feet to a point of tangency,

9. S 01° 35' 42" W, a distance of 486.66 feet to a point of curvature, and

10. along the arc of a 750.00 foot radius curve to the right, thru a central angle of 07° 11' 44" (the long chord bears S 05° 11' 34", a distance of 94.13 feet), an arc length of 94.19 feet to a point of tangency, said point being on said common line between Lake Austin Properties, Ltd. and Robert V. Thurmond, Jr.;

THENCE along said common line and said right-of-way, S 08° 47' 26" W, a distance of 526.82 feet to a point for corner;

THENCE leaving said right-of-way and continuing along said common line, the following four (4) courses and distances:

1. S 08° 47' 26" W, a distance of 167.53 feet to a point for corner,

2. S 29° 44' 23" W, a distance of 500.35 feet to an iron rod found for corner,

3. S 59° 57' 16" E, a distance of 344.22 feet to an iron rod found for corner,

4. S 60° 05' 31" E, a distance of 2072.97 feet to a point being the southeasterly corner of said Robert V. Thurmond tract, and being the southwesterly corner of that certain tract conveyed to the Shiners Hospitals for Crippled Childred as described and recorded in Volume 6919, Page 394 Travis County Deed Records;

THENCE along the common line between the said Lake Austin Properties Ltd., and the said Shriners Hospitals for Crippled Children Tract the following three (3) courses and distances:

River Place M.U.D.
948.87 Acres

FN 1402 (MS)
December 22, 1983
EH&A Job No. 3812-50

1. S 60° 05' 31" E, a distance of 1473.34 feet to an iron pipe found in a rock mound for corner,

2. S 58° 53' 06" E, a distance of 151.43 feet to an oak tree found for corner, and

3. S 54° 20' 16" E, a distance of 68.76 feet to a fence post found for a corner being the southeasterly corner of said Shriners Hospitals for Crippled Children Tract, and the northeasterly corner of said Lake Austin Properties, Ltd. tract, said point also being the northwesterly corner of that tract conveyed to Elmer E. Webb in Volume 317, Page 310 of the Travis County Deed Records, said corner also being the southwesterly corner of that tract conveyed to Alston Boyd as described and recorded in Volume 6811, Page 720;

THENCE along the common line between the aforementioned Lake Austin Properties, Ltd. tract and the said Elmer E. Webb tract, the following three (3) courses and distances:

1. S 36° 27' 25" W, a distance of 1382.15 feet to an ash tree found for corner,

2. S 36° 40' 10" W, a distance of 3316.39 feet to an iron rod found for corner, and

3. S 30° 23' 23" W, a distance of 1238.52 feet to the POINT OF BEGINNING;

THENCE the tract of land herein described contains 948.87 acres of land, more or less.

EXHIBIT "A"

C7a-01-010
Area to be annexed and area to be changed from a Limited Purpose Annexation to a Full Purpose Annexation
(12 acres of land out of the William Bell Survey No.802 and the R.L. Preece Survey No. 2 in the City of Austin, Travis County, Texas)
(Portions of River Place Boulevard and Unplatted Land)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR APPROXIMATELY 12 ACRES OF LAND OUT OF THE WILLIAM BELL SURVEY NO.802 AND THE R.L. PREECE SURVEY NO. 2 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH APPROXIMATELY 12 ACRES OF LAND ARE TO BE TAKEN INTO AND MADE A PART OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID APPROXIMATELY 12 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the intersection of the present corporate limit line of the City of Austin as adopted by an ordinance dated December 09, 1983 (Case No.C7a-93-007), with another present corporate limit line of the City of Austin as adopted by an ordinance dated December 19, 1985 (Case No.C7a-85-034), which point of beginning is in the west right-of way line of River Place Boulevard at the northeast corner of that certain tract of land conveyed to RPC Associates L.P. by deed recorded in the Official Public Records of Travis County, Texas, Document No. 1999012504, for the northwest corner of the herein described tract of land;

THENCE, with the present corporate limit line of the City of Austin as adopted by an ordinance dated December 19, 1985 (Case No.C7a-85-034), in a southeasterly direction crossing River Place Boulevard and following in part the easterly right-of-way line of River Place Boulevard common with the north line of the remaining portion of that certain 1441.33 acre tract of land conveyed to First River Place

Reserve, LTD. by deed recorded in Volume 11379 at Page 379 of said Official Public Records to a point in the west line of Lot 2, Twenty Two Business Park, a subdivision of record in Book 100, Page 170 of the Plat Records of Travis County, Texas at the northeast corner of the said remainder portion of the said First River Place Reserve, LTD. tract, same being the intersection of the present corporate limit line of the City of Austin as adopted by ordinance dated December 19, 1985 (Case No.C7a-85-034), with the present corporate limit line of the City of Austin as adopted by ordinance dated October 24, 1996 (Case No.C7a-96-010), for the northeast corner of the herein described tract of land;

THENCE, in a southerly direction along the present corporate limit line of the City of Austin as adopted by ordinance dated October 24, 1996 (Case No.C7a-96-010), which line is the west line of said Lot 2, Twenty Two Business Park passing a point at the southwest corner of said Lot 2, Twenty Two Business Park, being the northeast corner of the remaining portion of that certain 0.96 acre tract conveyed to First River Place Reserve, LTD. by deed recorded in Volume 12077 at Page 9 of the Official Public Records of Travis County, Texas, same being the northwest corner of that certain tract of land conveyed to Austin Christian Fellowship by deed recorded in the Official Public Records of Travis County, Texas, Document No. 2000005916, and then continuing in a southerly direction along the proposed corporate limit line, being the east line of the said First River Place Reserve, LTD. 0.96 acre remainder tract common in part with the west line of the said Austin Christian Fellowship tract, and in part along the west line of that certain tract of land conveyed to RealTex Ventures, Inc. by deed recorded in Volume 13009 at Page 2610 of the Official Public Records of Travis County, Texas to a point in the present corporate limit line of the City of Austin as adopted by an ordinance dated March 02, 2000 (Case No.C7a-00-002) at the northeast corner of that certain 6.607 acre tract of land conveyed to RP Preserve, LTD. by deed recorded in Volume 13356 at Page 1491 of said Official Public Records, for an angle point of the herein described tract;

THENCE, in a westerly direction with the present corporate limit line of the City of Austin as adopted by an ordinance dated March 02, 2000 (Case No.C7a-00-002) leaving the common line of the said Austin Christian Fellowship tract and the said First River Place Reserve, LTD. 0.96 acre

remainder tract and crossing the said First River Place Reserve, LTD. 0.96 acre remainder tract along the present corporate limit line of the City of Austin as adopted by an ordinance dated March 02, 2000 (Case No.C7a-00-002), being the north line of the said 6.607 acre RP Preserve, LTD. tract to a point in the east right-of-way line of River Place Boulevard at the northwest corner of the said 6.607 acre RP Preserve, LTD. tract, for an angle point of the herein described tract;

THENCE, in a southerly direction with the present corporate limit line of the City of Austin as adopted by an ordinance dated March 02, 2000 (Case No.C7a-00-002), which line is the east right-of-way line of River Place Boulevard to a point at its intersection with the easterly prolongation of the south line Lots 22 and 23, Block C, River Place Section 23, a subdivision in the Official Public Records of Travis County, Texas, Document No. 199900342, for the southeast corner of the herein described tract;

THENCE, in a westerly direction crossing River Place Boulevard along the proposed corporate limit line, being the easterly prolongation of the south line said Lots 22 and 23, Block C, River Place Section 23 to a point in the west right-of-way line of River Place Boulevard at the southeast corner of said Lot 23, Block C, same being in the present corporate limit line of the City of Austin as adopted by an ordinance dated December 19, 1985 (Case No.C7a-85-034), for the southwest corner of the herein described tract;

THENCE, in a northerly direction along the west right-of-way line of River Place Boulevard, in part along the east line of the present corporate limit line of the City of Austin as adopted by an ordinance dated December 19, 1985 (Case No.C7a-85-034), and in part along the east line of the present corporate limit line of the City of Austin as adopted by an ordinance dated December 09, 1993 (Case No.C7a-93-007), to the southeast corner of that portion of Bonaventure Drive vacated by deed recorded in Volume 12454 at Page 122 of said Official Public Records, for an angle point of the herein described tract

THENCE, in a westerly, northerly and easterly direction with the present corporate limit line of the City Of Austin as adopted by an ordinance dated December 09, 1993 (Case No.C7a-93-007), which line is the southerly, westerly and

northerly vacated right-of-way line of Bonaventure Drive to a point in the west right-of-way line of River Place Boulevard at the northeast corner of the said vacated portion of Bonaventure Drive, for an angle point of the herein described tract;

THENCE, with the present corporate limit line of the City Of Austin as adopted by an ordinance dated December 09, 1993 (Case No.C7a-93-007), which line is the west right-of-way line of River Place Boulevard to the point of beginning.

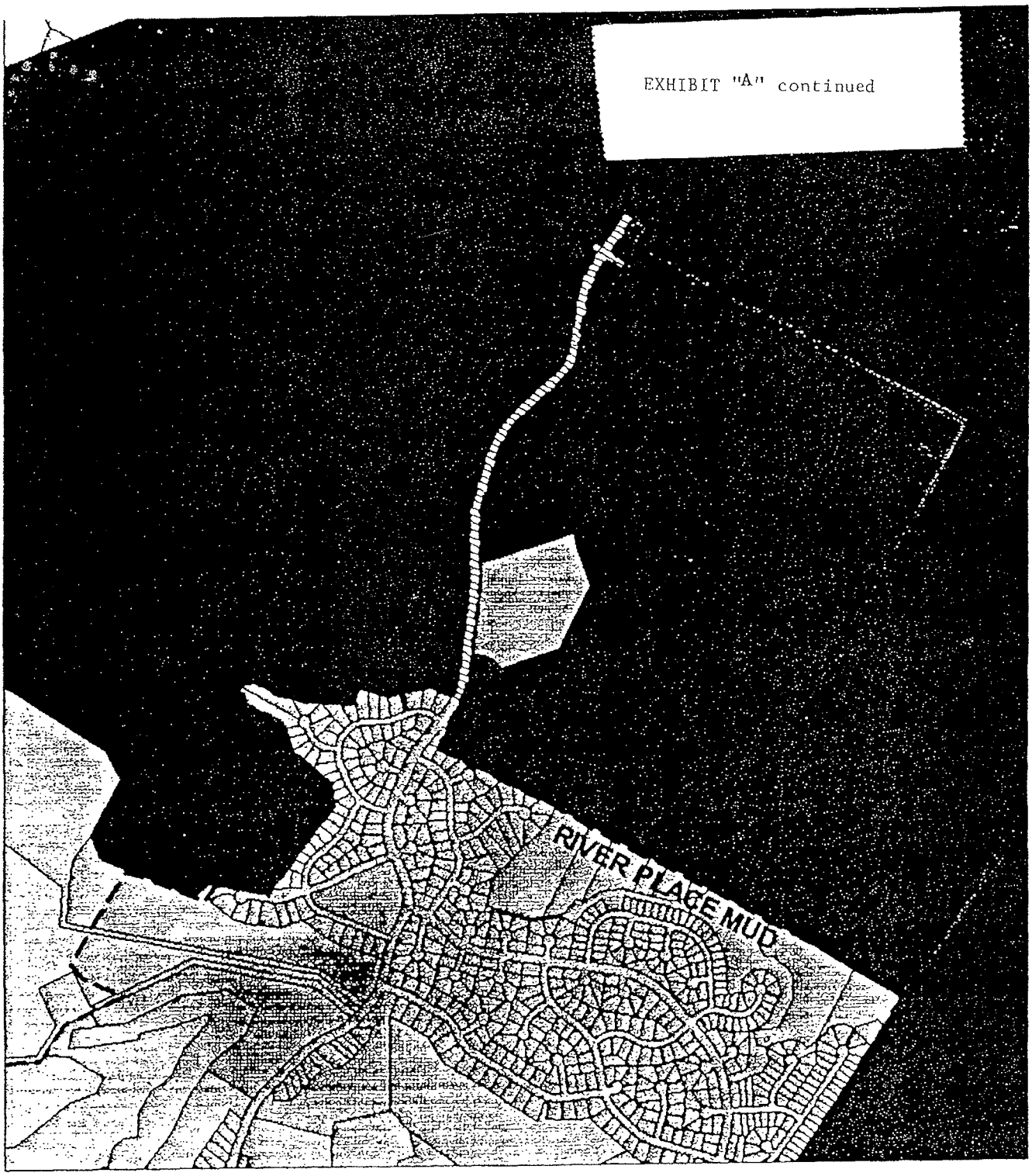
LEGAL DESCRIPTION:John E. Moore
05-16-2001

Michael T. Ritter 05/16/01

APPROVED: Michael T. Ritter, RPLS NO.3692
Engineering Support Section
Infrastructure Support Services
City of Austin

REFERENCES
TCAD 01-5137
Austin Grid D-32 & D-33

EXHIBIT "A" continued



Area annexed by City of Austin

City of Austin
Potential Annexation Area

Exhibit B

Legal Description: 21.533 Acres of land

DESCRIPTION

FIELD NOTES FOR 21.533 ACRES OF LAND SITUATED IN THE DAY LAND AND CATTLE COMPANY SURVEY NO. 1, ABSTRACT NO. 2331 AND THE I. G. & N. RAILROAD COMPANY, SURVEY NO. 42, ABSTRACT NO. 2113, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM FEDERAL DEPOSIT INSURANCE CORPORATION TO GLENLAKE LTD. RECORDED IN VOLUME 11706, PAGE 1254 AND VOLUME 11849, PAGE 1351, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.533 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in that certain line described in Boundary Line Agreement (Segment 1) of record in Volume 8116, Page 119 and Volume 8171, Page 43, Real Property Records of Travis County, Texas, the south line of Lot 2, Block A, RIVER PLACE SECTION 13, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 101, Pages 235-239, Plat Records of Travis County, Texas, in the north line of said Glenlake Ltd. Tract, and the northwest corner of Lot 1, Block A, PANTHER HOLLOW EAST, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 95, Pages 122-124, Plat Records of Travis County, Texas, from which a ½ inch iron rod with cap set replacing a destroyed iron pipe previously found in April, 1999, in the south right of way line of Narrow Ridge Drive (70' R.O.W. Width), as dedicated by RIVER PLACE SECTION 11, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 98, Pages 314-318, Plat Records of Travis County, Texas for the southeast corner of Lot 1, Block A of said RIVER PLACE SECTION 13 , bears N 72°05'33" E a distance of 950.01 feet;

THENCE over and across said Glenlake Ltd. tract, with the west line of said Lot 1, Block A, PANTHER HOLLOW EAST, and with the east line of the herein described tract, S 03°12'47" W a distance of 534.56 feet to a ½ inch iron rod found for the south corner of said Lot 1, Block A, the southwest corner of Lot 2, Block A of said PANTHER HOLLOW EAST, the northernmost corner of Lot 27, RIVER POINTE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 86, Pages 98B-98D, Plat Records of Travis County, Texas, and for the easternmost southeast corner of the herein described tract, from which a nail found for and angle corner in the south line of said Lot 2, Block A and the north line of said Lot 27, bears S 88°59'24" W a distance of 165.69 feet;

THENCE with the north line of Lots 17-21 and 25-27 of said RIVER POINTE, the south line of said Glenlake Ltd. tract, and the south line of the herein described tract the following fourteen (14) courses and distances;

1) S 16°02'50" W a distance of 63.14 feet to a ½ inch iron rod found for an angle corner;
2) S 53°56'16" W a distance of 131.09 feet to a ½ inch iron rod found for the northwest corner of said Lot 27 and the northeast corner of said Lot 26;
3) N 83°05'00" W a distance of 158.67 feet to a ½ inch iron rod found for an angle corner;
4) N 64°24'22" W a distance of 48.21 feet to a ½ inch iron rod found for an angle corner;
5) S 63°45'50" W a distance of 57.20 feet to a ½ inch iron rod found for the northwest corner of said Lot 26 and the northeast corner of said Lot 25;
6) N 73°42'40" W a distance of 64.44 feet to a ½ inch iron rod found for an angle corner;
7) S 61°17'54" W a distance of 225.04 feet to a ½ inch iron rod found for an angle corner;
8) S 48°23'59" W a distance of 155.57 feet to a ½ inch iron rod with cap set for the northwest

corner of said Lot 25 and the northernmost corner of said Lot 21;

9) S 75°51'15" W a distance of 113.07 feet to a ½ inch iron rod found for an angle corner;

10) N 87°33'15" W a distance of 173.78 feet to a ½ inch iron rod found for an angle corner;

11) S 74°34'57" W passing at a distance of 215.41 feet a ½ inch iron rod found for the northwest corner of said Lot 20 and the northeast corner of said Lot 19, and continuing for a total distance of 281.74 feet to a ½ inch iron rod with cap set for an angle corner;

12) N 80°47'15" W passing at a distance of 80.51 feet a ½ inch iron rod found for the northwest corner of said Lot 19 and the northeast corner of said Lot 18, and continuing for a total distance of 120.51 feet to a ½ inch iron rod with cap set for an angle corner;

13) S 66°17'50" W a distance of 63.80 feet to a ½ inch iron rod found for an angle corner;

14) S 76°40'15" W passing at a distance of 30.97 feet a ½ inch iron rod found for the northwest corner of said Lot 18 and the northeast corner of said Lot 17, and continuing for a total distance of 150.13 feet to a ½ inch iron rod found for the northwest corner of said Lot 17 and the northeast corner of Lot 16 of said RIVER POINTE, and for the southernmost southwest corner of the herein described tract, from which a ½ inch iron rod found in the south line of said Glenlake Ltd. tract, and the north line of said Lot 16, bears S 65°36'48" W a distance of 145.00 feet;

THENCE over and across said Glenlake Ltd. tract, with the west line of the herein described tract the following three (3) courses and distances;

1) N 02°16'11" E a distance of 183.84 feet to a ½ inch iron rod with cap set for an angle corner;

2) S 81°53'48" W a distance of 59.03 feet to a ½ inch iron rod with cap set for an angle corner;

3) N 70°42'48" W a distance of 406.29 feet to a ½ inch iron rod found in said Boundary Line Agreement (Segment 1), the north line of said Glenlake Ltd. tract, for the southeast corner of Lot 11, Block C, RIVER PLACE SECTION 15, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 103, Pages 56-60, Plat Records of Travis County, Texas, and the southwest corner of Lot 10, Block C of said RIVER PLACE SECTION 15, from which a ½ inch iron rod found in said Boundary Line Agreement (Segment 1), for a corner in the north line of said Glenlake Ltd. tract, and a corner in the south line of that certain tract of land described in deed to First River Place Reserve Ltd., of record in Volume 11379, Page 379, Real Property Records of Travis County, Texas, bears S 72°05'33" W a distance of 859.10 feet;

THENCE with said Boundary Line Agreement (Segment 1), the north line of said Glenlake Ltd. tract, and the south line of said RIVER PLACE SECTION 15, N 72°05'33" E passing at a distance of 697.41 feet a ½ inch iron rod found for the southwest corner of that certain tract of land described in deed to Glenlake Ltd. of record in Volume 13381, Page 811, Real Property Records of Travis County, Texas, and the southeast corner of Lot 3, Block C of said RIVER PLACE SECTION 15, passing at a distance of 1711.55 feet to a ½ inch iron rod found for the southeast corner of said Glenlake Ltd. tract (13381/811), and the southwest corner of said Lot 2, Block A, RIVER PLACE SECTION 13, and continuing with the south line of said RIVER PLACE SECTION 13 for a total distance of 2200.87 feet to the POINT OF BEGINNING, containing 21.533 acres of land, more or less, within these metes and bounds.

EXHIBIT "B" continued

21.533 Acres of Land
Day Land and Cattle Company, Survey No. 1, Abstract No. 2331 &
I. G. & N. Railroad Company, Survey No. 42, Abstract No. 2113
Travis County, Texas

Bearing Reference: The north line of that certain tract of land described in deed to Glenlake Ltd. of record in Volume 11706, Page 1254 and Volume 11849, Page 1351, Real Property Records of Travis County, Texas, and that certain Boundary Line Agreement (Segment 1), of record in Volume 8116, Page 119 and Volume 8171, Page 43, Real Property Records of Travis County, Texas (N 72°05'33" E).

I hereby certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

STATE OF TEXAS
REGISTERED
DOUGLAS W. CHINN
5367
PROFESSIONAL
LAND SURVEYOR

Douglas W. Chinn
Registered Professional Land Surveyor No. 5367
Date: 12/14/00

TCAD # 01-3437-06-38

MAP GRID # MC-30

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

12-21-20[illegible] [illegible] 00230213345
KNOWL[illegible] 125.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Exhibit C

Legal Description: approximately 47 acres of land

Lots 17 through 21	That portion of the 6.811 acre tract conveyed to Lake Austin River Place, Ltd., and described in Document No. 2003102979 of the Official Public Records of Travis County, Texas that is also included within the boundary defined in Exhibit A-1 (Attached).
Lots 22 through 26	That portion of the vacated Lots 16 through 26, Block M as recorded in Document No. 2002014643 of the Official Public Records of Travis County, Texas that is also included within the boundary defined in Exhibit A-1 (Attached).
Lot 27	That portion of Lot 27, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 28	That portion of Lot 28, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 31	That portion of Lot 31, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 38	That portion of Lot 38, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 42	That portion of Lot 42, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 43	That portion of Lot 43, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 44	That portion of Lot 44, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 46	That portion of Lot 46, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 47	That portion of Lot 47, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 48	That portion of Lot 48, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 49	That portion of Lot 49, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).

Lot 50	That portion of Lot 50, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 51	That portion of Lot 51, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 52	That portion of Lot 52, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 53	All of Lot 53, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 54	All of Lot 54, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 55	All of Lot 55, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 56	All of Lot 56, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 57	All of Lot 57, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 58	All of Lot 58, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 59	All of Lot 59, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 60	All of Lot 60, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 61	All of Lot 61, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 62	All of Lot 62, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 63	All of Lot 63, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.
Lot 64	All of Lot 64, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County.

Lot 29	That portion of Lot 29, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 30	That portion of Lot 30, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 32	That portion of Lot 32, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 33	That portion of Lot 33, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 34	That portion of Lot 34, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 35	That portion of Lot 35, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 36	That portion of Lot 36, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 37	That portion of Lot 37, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 39	That portion of Lot 39, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 40	That portion of Lot 40, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 41	That portion of Lot 41, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).
Lot 45	That portion of Lot 45, Block M, River Place Section 16, as recorded in Document No. 200100017 of the Official Public Records of Travis County that is also included within the boundary defined in Exhibit A-1 (attached).

EXHIBIT A - 1

BEING A 46.870 ACRE TRACT LOCATED IN THE W.R. HOBBS SURVEY NO. 456 AND THE W.R. HOBBS SURVEY NO. 457, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF RIVER PLACE SECTION 16, AS RECORDED IN DOCUMENT NUMBER 200100017, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF 2.523 ACRE TRACT CONVEYED TO RIVER PLACE MUNICIPAL UTILITY DISTRICT AND DESCRIBED IN DOCUMENT NUMBER 2003102979 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF 6.811 ACRE TRACT CONVEYED TO LAKE AUSTIN RIVER PLACE, LTD., AND DESCRIBED IN DOCUMENT NUMBER 2001026355 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE VACATED LOTS 16 THROUGH 26 BLOCK M AS RECORDED IN DOCUMENT NUMBER 2002014643 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 46.870 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found for an ell corner in the south line of said River Place Section 16 (Section 16), same being the northwest corner of a 2.6 acre tract conveyed to R.A. Miller and described in Volume 7695 Page 724 and Volume 7715 Page 984, of the Deed Records, Travis County, Texas, for the **POINT OF BEGINNING**;

THENCE with the common line of said Section 16, and said 2.6 acre tract the following two (2) courses and distances:

1. S00°53'52"E, a distance of 293.26 feet to a ½ inch iron rod found, and
2. S07°02'41"E, a distance of 145.28 feet to a calculated point in the said common line, same being the approximate intersection of said common line and the 504.9 foot contour, from which a ½ inch iron rod found bears S07°02'41"E a distance of 55.74 feet;

THENCE following the 504.9 foot contour which runs across said Section 16 approximately the following twenty (20) courses and distances:

1. N23°53'07"W, a distance of 27.59 feet to a calculated point,
2. N33°36'58"W, a distance of 21.82 feet to a calculated point,
3. N13°16'51"W, a distance of 53.21 feet to a calculated point,
4. S66°41'56"W, a distance of 59.27 feet to a calculated point,
5. S81°52'21"W, a distance of 174.11 feet to a calculated point,
6. S52°50'55"W, a distance of 53.66 feet to a calculated point,
7. S23°09'12"E, a distance of 29.91 feet to a calculated point,
8. S86°06'32"E, a distance of 72.45 feet to a calculated point,
9. S88°44'46"E, a distance of 30.41 feet to a calculated point,
10. N74°43'14"E, a distance of 43.56 feet to a calculated point,
11. S85°22'57"E, a distance of 10.49 feet to a calculated point,
12. S66°00'10"E, a distance of 77.19 feet to a calculated point,

13. S12°22'10"E, a distance of 45.81 feet to a calculated point,
14. S18°31'01"W, a distance of 37.36 feet to a calculated point,
15. S57°12'59"W, a distance of 41.35 feet to a calculated point,
16. S66°53'06"W, a distance of 66.39 feet to a calculated point,
17. S55°12'41"W, a distance of 67.93 feet to a calculated point,
18. S64°16'11"W, a distance of 54.86 feet to a calculated point,
19. S73°33'29"W, a distance of 39.55 feet to a calculated point,
20. S70°14'08"W, a distance of 70.52 feet to a calculated point in the east line of a 2.00 acre tract conveyed to C.A. Smith Jr. and described in Volume 11751 Page 1322 of the Real Property Records, Travis County, Texas, same being in the west line of said Section 16;

THENCE with the said common line, N32°46'37"W, at approximately a distance of 193 feet passing the northeast corner of the said 2.00 acre tract, same being an ell corner in a east line of a 1751.95 acre tract conveyed to the City of Austin (COA tract) in Volume 11848 Page 1718 of the Real Property Records, Travis County, Texas, thence continuing with the east line of the said COA tract and the west line of said Section 16, a total distance of 432.90 feet to a 1/2 inch iron rod found;

THENCE continuing with the common line of said Section 16 and said COA tract the following four (4) courses and distances:

1. N47°10'23"E, a distance of 969.72 feet to a ½ inch iron rod found,
2. N56°10'17"E, a distance of 3.89 feet to a ½ inch iron rod with plastic "AUSTIN SURVEYORS" cap found,
3. N57°37'31"E, a distance of 1757.56 feet to a ½ inch iron rod found, and
4. N51°42'06"E, at a distance of 748.95 feet passing ½ inch iron rod with cap found for a north ell corner of said Section 16, same being a southwest corner of said 2.523 acre tract, thence continuing with the southeast line of the said COA tract and the northwest line of said 2.523 acre tract, a total distance of 973.01 feet to a calculated point;

THENCE continuing with the common line of said 2.523 acre tract and said COA tract the following four (4) courses and distances:

1. N50°47'45"E, a distance of 152.87 feet to a calculated point,
2. N72°42'08"E, a distance of 268.60 feet to a calculated point,
3. N16°22'12"E, a distance of 140.26 feet to a calculated point, and
4. N15°08'33"E, a distance of 162.72 feet to a calculated point at a common corner of said 2.523 acre tract and said COA tract, same being a south west corner of the River Place Municipal Utility District (M.U.D.);

THENCE with the south line of the said M.U.D. and crossing said 2.523 acre tract, S67°33'19"E, at approximately a distance of 85 feet passing the west line of said Section 16, same being the east line of said 2.523 acre tract, and at approximately a distance of 157 feet passing the east line of said Section 16, same being the west line of said 6.811 acre tract, thence continuing with the south line of said M.U.D. and crossing said 6.811 acre tract, a total distance of 293.04 feet to a calculated point;

THENCE with the south line of the said M.U.D. and crossing said 6.811 acre tract, S89°48'16"E a distance of 94.90 feet to a calculated point on said south line, same being the approximate intersection of said south line and the 504.9 foot contour, from which a ½ inch iron rod found bears, S89°48'16"E a distance of 80.72

THENCE following the 504.9 foot contour and crossing said 6.811 acre tract approximately the following fifteen (15) courses and distances:

1. S16°52'45"E, a distance of 13.70 feet to a calculated point,
2. S37°21'46"W, a distance of 11.55 feet to a calculated point,
3. S74°07'04"E, a distance of 28.49 feet to a calculated point,
4. S25°28'27"E, a distance of 75.41 feet to a calculated point,
5. S22°17'05"W, a distance of 235.92 feet to a calculated point,
6. S72°18'00"W, a distance of 253.24 feet to a calculated point,
7. N48°22'49"W, a distance of 100.41 feet to a calculated point,
8. N22°47'53"W, a distance of 84.90 feet to a calculated point,
9. S72°40'00"W, a distance of 122.80 feet to a calculated point,
10. S63°26'46"W, a distance of 50.76 feet to a calculated point,
11. S36°22'22"E, a distance of 135.17 feet to a calculated point,
12. S41°46'27"W, a distance of 17.39 feet to a calculated point,
13. S22°40'11"E, a distance of 32.48 feet to a calculated point,
14. S25°21'25"W, a distance of 19.47 feet to a calculated point,
15. S53°11'26"E, a distance of 112.85 feet to a calculated point,

THENCE following the 504.9 foot contour and crossing said 6.811 acre tract, S46°04'53"W, at approximately a distance of 28 feet passing the west line of said 6.811 acre tract, same being the east line of the said vacated lots 16 through 26 Block M, of said Section 16, thence continuing with the 504.9 foot contour and crossing said vacated lots 16 through 26 Block M, of said Section 16, a total distance of 158.24 feet to a calculated point,

THENCE following the 504.9 foot contour and crossing the vacated lots 16 through 26 Block M, of said Section 16 approximately the following five (5) courses and distances:

1. S41°51'32"W, a distance of 41.66 feet to a calculated point,
2. S64°31'48"W, a distance of 65.69 feet to a calculated point,
3. N07°53'24"W, a distance of 36.22 feet to a calculated point,
4. N72°43'35"W, a distance of 21.84 feet to a calculated point,
5. S63°26'46"W, a distance of 185.44 feet to a calculated point,

THENCE following the 504.9 foot contour and crossing said vacated lots 16 through 26 Block M, of said Section 16, S39°59'05"W, at approximately a distance of 14 feet passing the west line of said vacated lots 16 through 26 Block M, of said Section 16, same being the east line of said Section 16, thence continuing with the 504.9 foot contour and crossing said Section 16, a total distance of 205.51 feet to a calculated point,

THENCE following the 504.9 foot contour and crossing said Section 16 approximately the following fifty-six (56) courses and distances:

1. S52°09'36"W, a distance of 57.09 feet to a calculated point,
2. S66°12'15"W, a distance of 34.43 feet to a calculated point,
3. S01°57'45"W, a distance of 67.66 feet to a calculated point,
4. S49°18'41"W, a distance of 200.75 feet to a calculated point,
5. S75°58'13"W, a distance of 63.04 feet to a calculated point,
6. S38°32'58"W, a distance of 66.92 feet to a calculated point,
7. S49°32'07"W, a distance of 223.88 feet to a calculated point,
8. S62°01'20"W, a distance of 75.03 feet to a calculated point,
9. N63°43'22"W, a distance of 42.89 feet to a calculated point,
10. S57°16'39"W, a distance of 23.13 feet to a calculated point,
11. S36°19'37"E, a distance of 47.71 feet to a calculated point,
12. S29°31'24"W, a distance of 28.21 feet to a calculated point,
13. S60°34'24"W, a distance of 107.46 feet to a calculated point,
14. S43°30'01"W, a distance of 174.71 feet to a calculated point,
15. S71°34'24"W, a distance of 46.89 feet to a calculated point,
16. S41°54'11"W, a distance of 60.36 feet to a calculated point,
17. N81°40'42"W, a distance of 38.40 feet to a calculated point,
18. S30°55'56"W, a distance of 103.66 feet to a calculated point,
19. S53°38'34"W, a distance of 82.50 feet to a calculated point,
20. S41°46'58"W, a distance of 81.36 feet to a calculated point,
21. S58°58'26"W, a distance of 61.10 feet to a calculated point,
22. S76°12'08"W, a distance of 43.58 feet to a calculated point,
23. N55°11'19"W, a distance of 51.92 feet to a calculated point,
24. S52°32'14"W, a distance of 17.51 feet to a calculated point,
25. S38°06'08"E, a distance of 65.33 feet to a calculated point,
26. S20°48'58"W, a distance of 24.77 feet to a calculated point,
27. S57°41'35"W, a distance of 26.86 feet to a calculated point,
28. S15°25'45"W, a distance of 13.93 feet to a calculated point,
29. S66°59'04"W, a distance of 20.14 feet to a calculated point,
30. S45°55'39"W, a distance of 143.82 feet to a calculated point,
31. N76°15'27"W, a distance of 44.84 feet to a calculated point,
32. N14°02'34"W, a distance of 11.46 feet to a calculated point,
33. S61°18'21"W, a distance of 22.19 feet to a calculated point,
34. S22°39'20"W, a distance of 24.39 feet to a calculated point,
35. S38°28'02"E, a distance of 40.22 feet to a calculated point,
36. S43°35'58"W, a distance of 53.08 feet to a calculated point,
37. S57°11'54"W, a distance of 100.88 feet to a calculated point,
38. S69°41'09"W, a distance of 26.68 feet to a calculated point,
39. N67°15'32"W, a distance of 15.57 feet to a calculated point,
40. S66°48'41"W, a distance of 21.17 feet to a calculated point,
41. S09°28'01"W, a distance of 45.07 feet to a calculated point,
42. S73°18'30"W, a distance of 24.19 feet to a calculated point,
43. S05°54'32"W, a distance of 13.50 feet to a calculated point,
44. S50°19'02"W, a distance of 102.71 feet to a calculated point,

45. S70°35'25"W, a distance of 68.29 feet to a calculated point,
46. S59°25'59"W, a distance of 11.84 feet to a calculated point,
47. S36°20'24"E, a distance of 19.55 feet to a calculated point,
48. S56°04'59"W, a distance of 61.42 feet to a calculated point,
49. S16°42'25"W, a distance of 19.34 feet to a calculated point,
50. S69°55'37"W, a distance of 91.76 feet to a calculated point,
51. S37°11'53"W, a distance of 50.58 feet to a calculated point,
52. N89°02'44"W, a distance of 27.80 feet to a calculated point,
53. S57°10'51"W, a distance of 53.70 feet to a calculated point,
54. S85°45'56"W, a distance of 7.45 feet to a calculated point,
55. S02°58'58"W, a distance of 8.82 feet to a calculated point,
56. S54°02'17"W, a distance of 62.10 feet to a calculated point on the 504.9 foot contour, same being a point in a west line of said Section 16, same being a point in the east line of said 2.6 acre tract, from which a ½ inch iron rod found bears, S00°54'11"E a distance of 102.33 feet;

THENCE with the common line of said Section 16, and said 2.6 acre tract the following four (4) courses and distances:

1. N00°54'11"W, a distance of 185.03 feet to a ½ inch iron rod found,
2. N80°45'44"W, a distance of 5.04 feet to a ½ inch iron rod found,
3. N00°12'05"W, a distance of 409.87 feet to a calculated point, and
4. S47°12'20"W, a distance of 246.78 feet to the **POINT OF BEGINNING**, and containing 46.870 acres of land, more or less.

BEARING BASIS: Found two ½ inch iron rods for the common line between said River Place Section 16 and a 1751.95 acre tract conveyed to the City of Austin and described in a deed recorded in Volume 11848 Page 1718, of the Real Property Records, Travis County Texas. The subdivision plat called for a bearing of N47°10'23"E, and a distance of 969.72 feet. Held record bearing and found record distance.

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during July 2003, and is true and correct to the best of my knowledge and belief.

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

7/28/03
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

Tax Map No. 1 3447
Mapsco Quad: Page 105, Grid C29

EXHIBIT C continued

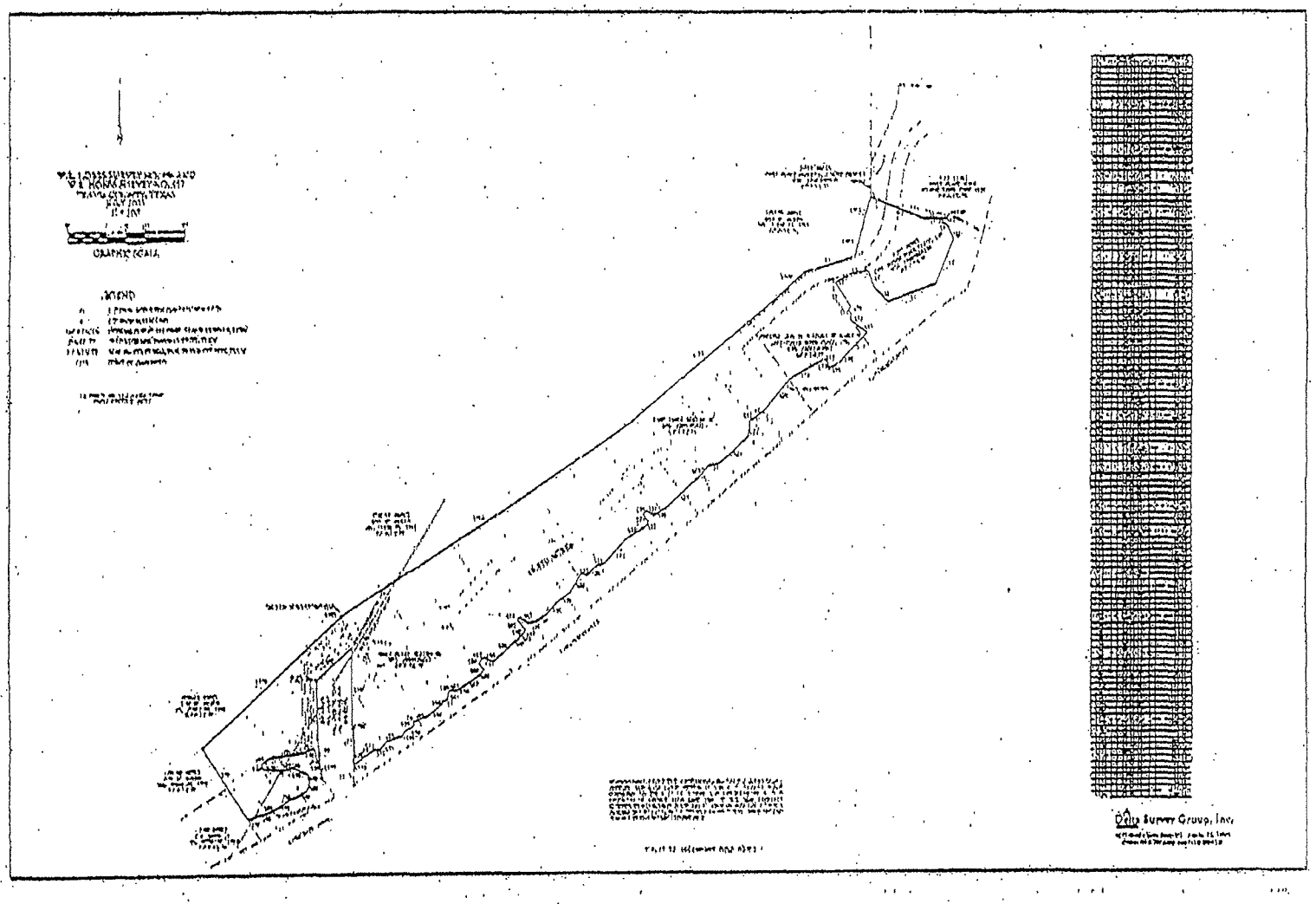


Exhibit D

Legal Description: 21.591 acres of land

21.591 Acres of Land
I. G. & N. Railroad Company, Survey No. 42, Abstract No. 2113,
& W.R. Hobbs, Survey No. 456, Abstract No. 375
Travis County, Texas

DESCRIPTION

DESCRIPTION OF 21.591 ACRES OF LAND SITUATED IN THE I. G. & N. RAILROAD COMPANY, SURVEY NO. 42, ABSTRACT NO. 2113, AND THE W.R. HOBBS, SURVEY NO. 456, ABSTRACT NO. 375, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM FEDERAL DEPOSIT INSURANCE CORPORATION TO GLENLAKE LTD., RECORDED IN VOLUME 11706, PAGE 1254 AND VOLUME 11849, PAGE 1351, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.591 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap set in that certain line described in Boundary Line Agreement (Segment 1) of record in Volume 8116, Page 119 and Volume 8171, Page 43, Real Property Records of Travis County, Texas, the south line of Lot 4, Block C, RIVER PLACE SECTION 15, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 103, Pages 56-60, Plat Records of Travis County, Texas, in the north line of said Glenlake Ltd. Tract, and the northwest corner of Lot 8, Block A, PANTHER HOLLOW CREEK PHASE I, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200400080, Official Public Records of Travis County, Texas;

THENCE over and across said Glenlake Ltd. tract, with the west line of Lots 8, 7, and 9, Block A, PANTHER HOLLOW CREEK PHASE I, and with an east line of the herein described tract, the following eight (8) courses:

1) S17°54'27"E a distance of 284.94 feet to a 1/2" iron rod with cap set;
2) S66°17'50"W a distance of 46.04 feet to a 1/2" iron rod with cap set;
3) S76°40'15"W at distance of 136.52 feet to a 1/2" iron rod with cap set;
4) With a curve to the right having a radius of 150.00 feet, an arc length of 28.95 feet, the chord of which arc bears S71°08'32"W a distance of 28.90 feet to a 1/2" iron rod with cap set;
5) S65°36'48"W a distance of 93.34 feet to a 1/2" iron rod with cap set;
6) N76°22'58"W a distance of 93.67 feet to a 1/2" iron rod with cap set;
7) N82°04'25"W a distance of 44.37 feet to a 1/2" iron rod with cap set;
8) S07°55'35"W a distance of 150.00 feet to a cotton spindle set in a south line of said Glenlake tract, for the common north corner of Lots 14 and 15, RIVER POINTE, a subdivision of record in Book 86, Page 98B-98D, Plat Records of Travis County, Texas;

THENCE with a south line of said Glenlake Ltd. tract, and a south line of the herein described tract the following three (3) courses:

1) N 82°04'25" W a distance of 190.68 to a ½ inch iron rod found for an angle corner;
2) N 78°53'27" W passing at a distance of 11.02 feet a nail found for the northwest corner of said Lot 14 and the northeast corner of said Lot 13, and continuing for a total distance of 151.74 feet to a ½ inch iron rod with cap set for the northernmost corner of said Lot 13;

21.591 Acres of Land
I. G. & N. Railroad Company, Survey No. 42, Abstract No. 2113,
& W.R. Hobbs, Survey No. 456, Abstract No. 375
Travis County, Texas

3) S 60°40'59" W passing at a distance of 308.51 feet a ½ inch iron rod found for the northwest corner of said Lot 13 and the northeast corner of said Lot 12, and continuing for a total distance of 494.67 feet to a ½ inch iron rod found for an angle corner;

THENCE with an east line of Lots 10-12 of said RIVER POINTE, an east line of said Glenlake Ltd. tract, and an east line of the herein described tract the following four (4) courses and distances;

1) S 03°34'13" W passing at a distance of 262.08 feet a ½ inch iron rod found for the southwest corner of said Lot 12 and the northwest corner of said Lot 11, and continuing for a total distance of 544.99 feet a ½ inch iron rod found for an angle corner;

2) S 40°10'57" E a distance of 130.03 feet to a ½ inch iron rod found for the southernmost southwest corner of said Lot 11 and the northwest corner of said Lot 10;

3) S 77°05'09" E a distance of 375.00 feet to a ½ inch iron rod found for an angle corner;

4) S 07°00'25" E passing at a distance of 69.34 feet a ½ inch iron rod found, passing at a distance of 186.30 feet a ½ inch iron rod found, and continuing for a total distance of 210.00 feet to a calculated point at the approximate north edge of Lake Austin (located April, 1999), for the southernmost southeast corner of the herein described tract;

THENCE with the approximate north edge of said Lake Austin, a south line of said Glenlake Ltd. tract and a south line of the herein described tract the following seven (7) courses and distances;

1) S 78°51'30" W a distance of 80.02 feet to a calculated point;

2) S 71°27'10" W a distance of 236.22 feet to a calculated point;

3) S 63°16'43" W a distance of 324.81 feet to a calculated point;

4) S 62°22'11" W a distance of 119.58 feet to a calculated point;

5) S 83°19'01" W a distance of 73.81 feet to a calculated point;

6) S 37°11'06" W a distance of 56.71 feet to a calculated point;

7) S 64°38'12" W a distance of 206.65 feet to a calculated point a the termination of said Segment I, for the southwest corner of said Glenlake Ltd. tract, and for the southeast corner of the remainder of that certain tract of land described in deed from Southwest Federal Savings Association to First River Place Reserve Ltd., recorded in Volume 11379, Page 379, Real Property Records of Travis County, Texas;

THENCE with said Segment I, a west line of said Glenlake Ltd. tract, an east line of said First River Place Reserve Ltd. tract, and an east line of that certain tract of land described in deed from First River Place Reserve, Ltd. to River Place M.U.D., recorded in Volume 12186, Page 1824, Real Property Records of Travis County, Texas, N 16°29'57" E a distance of 570.35 feet to a calculated point;

THENCE continuing with said Segment I, a west line of said Glenlake Ltd. tract, an east line of said River Place M.U.D. tract, the following twelve (12) courses and distances;

1) N 34°52'08" E a distance of 68.68 feet to a calculated point;

2) N 11°15'03" E a distance of 221.72 feet to a calculated point;

21.591 Acres of Land
I. G. & N. Railroad Company, Survey No. 42, Abstract No. 2113,
& W.R. Hobbs, Survey No. 456, Abstract No. 375
Travis County, Texas

3) N 49°27'05" E a distance of 80.25 feet to a calculated point;

4) N 50°36'13" E a distance of 59.94 feet to a calculated point;

5) N 24°59'44" E a distance of 112.83 feet to a calculated point;

6) N 21°03'27" E a distance of 41.13 feet to a calculated point;

7) N 45°07'04" W a distance of 35.14 feet to a calculated point;

8) N 59°19'46" W a distance of 68.81 feet to a calculated point;

9) N 77°22'28" W a distance of 66.17 feet to a calculated point;

10) N 78°33'36" W a distance of 65.21 feet to a calculated point;

11) N 08°02'41" E a distance of 208.60 feet to a ½ inch iron rod found for an angle corner;

12) N 26°42'59" E a distance of 312.28 feet a ½ inch iron rod found in a south line of said First River Place Ltd. tract, for the northernmost northeast corner of said River Place M.U.D. tract, and angle corner of said Segment I, and the northwest corner of the herein described tract, from which a ½ inch iron rod found in a south line of said First River Place Ltd. tract and for the northernmost northwest corner of said River Place M.U.D. tract bears, N 36°51'57" W a distance of 5.45 feet;

THENCE continuing with said Segment I, a north line of said Glenlake Ltd. tract, a south line of said River Place M.U.D. tract, and a south line of said RIVER PLACE, SECTION 15, N 72°05'33" E (Bearing Reference) passing at a distance of 891.03 feet a cotton spindle found, and continuing for a total distance of 1371.37 feet to the POINT OF BEGINNING, containing 21.591 acres of land, more or less, within these metes and bounds.

Bearing Reference: The north line of that certain tract of land described in deed to Glenlake Ltd, of record in Volume 11706, Page 1254 and Volume 11849, Page 1351, Real Property Records of Travis County, Texas, and that certain Boundary Line Agreement (Segment 1), of record in Volume 8116, Page 119 and Volume 8171, Page 43, Real Property Records of Travis County, Texas (N 72°05'33" E).

I hereby certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Gregory Schmidt
Registered Professional Land Surveyor No. 4437
Date: July 26, 2004

STATE OF TEXAS
REGISTERED
GREGORY SCHMIDT
4437
PROFESSIONAL
LAND SURVEYOR

TCAD # 01-3437-06-38

MAP GRID # MC-30

Exhibit E

Legal Description: 2.00 acres of land

EXHIBIT E

METES AND BOUNDS DESCRIPTION
2.00 ACRES OUT OF THE W.R. HOBBS SURVEYS, ABSTRACT 375 AND 376,
TRAVIS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 2.00 ACRES OUT OF THE W.R. HOBBS SURVEY, ABSTRACT 375 AND THE W.R. HOBBS SURVEY, ABSTRACT 376, IN TRAVIS COUNTY, TEXAS, AND BEING THAT SAME CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO C. AUBREY SMITH, JR., BY DEED OF RECORD IN VOLUME 11751, PAGE 1322, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND IN A DEED TO STEVEN D. TURNQUIST AND MICHELE A. TURNQUIST (1/2 UNDIVIDED INTEREST), OF RECORD IN DOCUMENT No. 1999148342, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 2.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of Lot 52, Block M, River Place Section 16, a subdivision in Travis County, Texas, of record in Document No. 200100017, Travis County Official Public Records, at the northeast corner of said 2.00 acre tract, for the northeast corner and POINT OF BEGINNING hereof, and from which the northwest corner of said Lot 52 bears N32°42'51"W at a distance of 14.51 feet

THENCE with the west line of said Lot 52 and east line hereof, S32°48'51"E for a distance of 315.71 feet to a ½" iron rod found at the high bank of Lake Austin, at the southeast corner of said 2.00 acre tract and southeast corner hereof

THENCE with the south line of said 2.00 acres, S63°09'15"W for a distance of 292.08 feet to a submerged point at the southwest corner of said 2.00 acres and the southwest corner hereof

THENCE with the west line of said 2.00 acres and an east line of the remaining portion of 1751 acres conveyed to the City of Austin in Volume 11848, Page 1718, Travis County Real Property Records, N32°45'12"W, at a distance of 25.00 feet passing a ½" iron rod found on the high bank, and continuing on for a total distance of 285.62 feet to a ½" iron rod found at the northwest corner of said 2.00 acres, at an ell corner of said City of Austin tract, for the northwest corner hereof

THENCE with a south line of said City of Austin tract and the north line of said 2.00 acres, N57°14'29"E for a distance of 290.19 feet to the POINT OF BEGINNING hereof and containing 2.00 acres of land, more or less, as surveyed August 29, 2000

Michael Samford, R.P.L.S. 3693
Description prepared 10/21/03

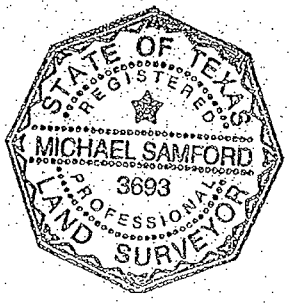


EXHIBIT B

MAP OF DISTRICT BOUNDARIES

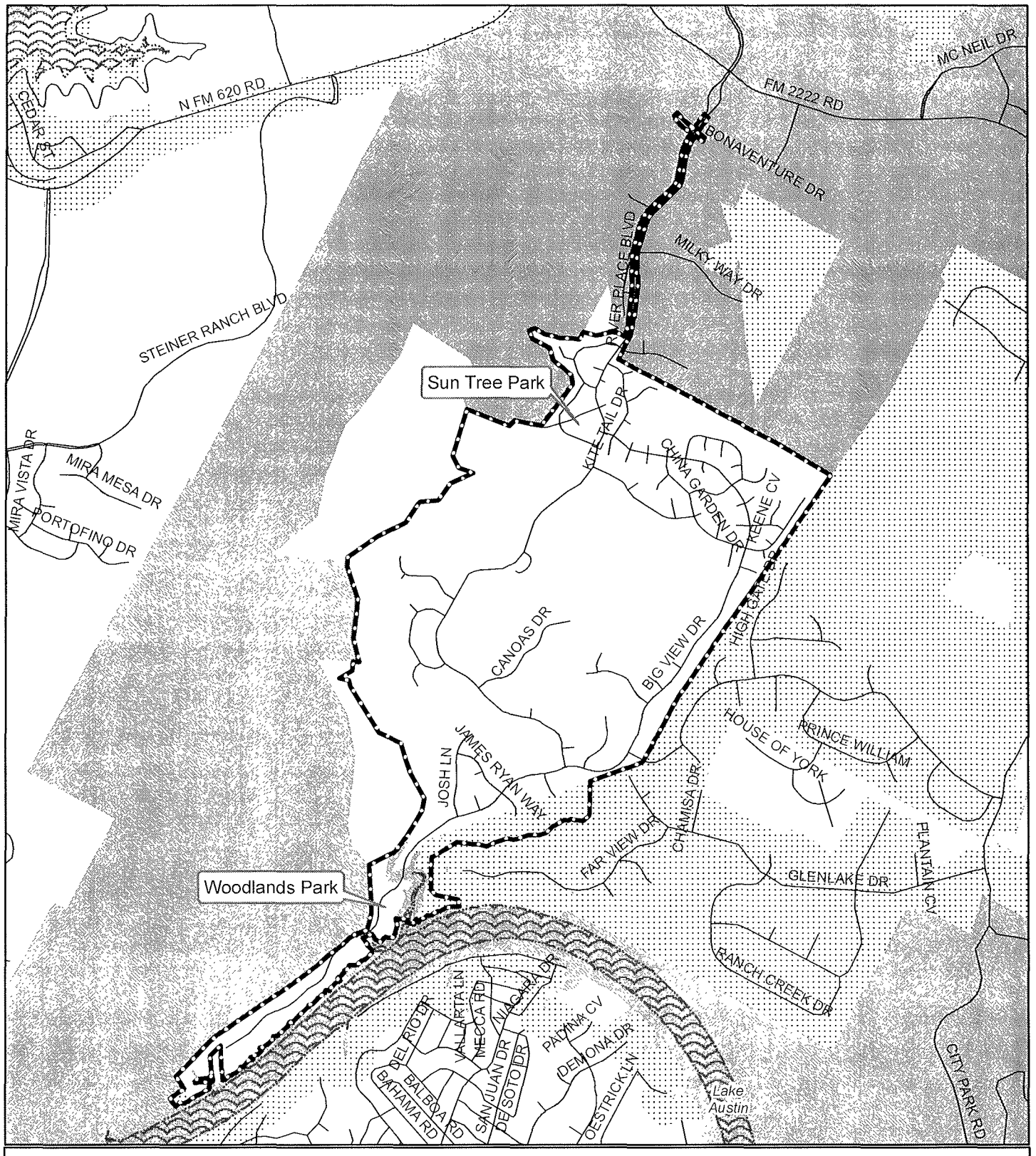


Exhibit B
Map of District Boundaries

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

Legend

- River Place Municipal Utility District
- Lake

Current Jurisdiction

- Austin Full Purpose
- Austin Limited Purpose
- Austin ETJ

N

City of Austin NPZD
J. Chuter
August 3, 2009

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

EXHIBIT C

MAP OF LIMITED AND FULL-PURPOSE ANNEXATION AREAS

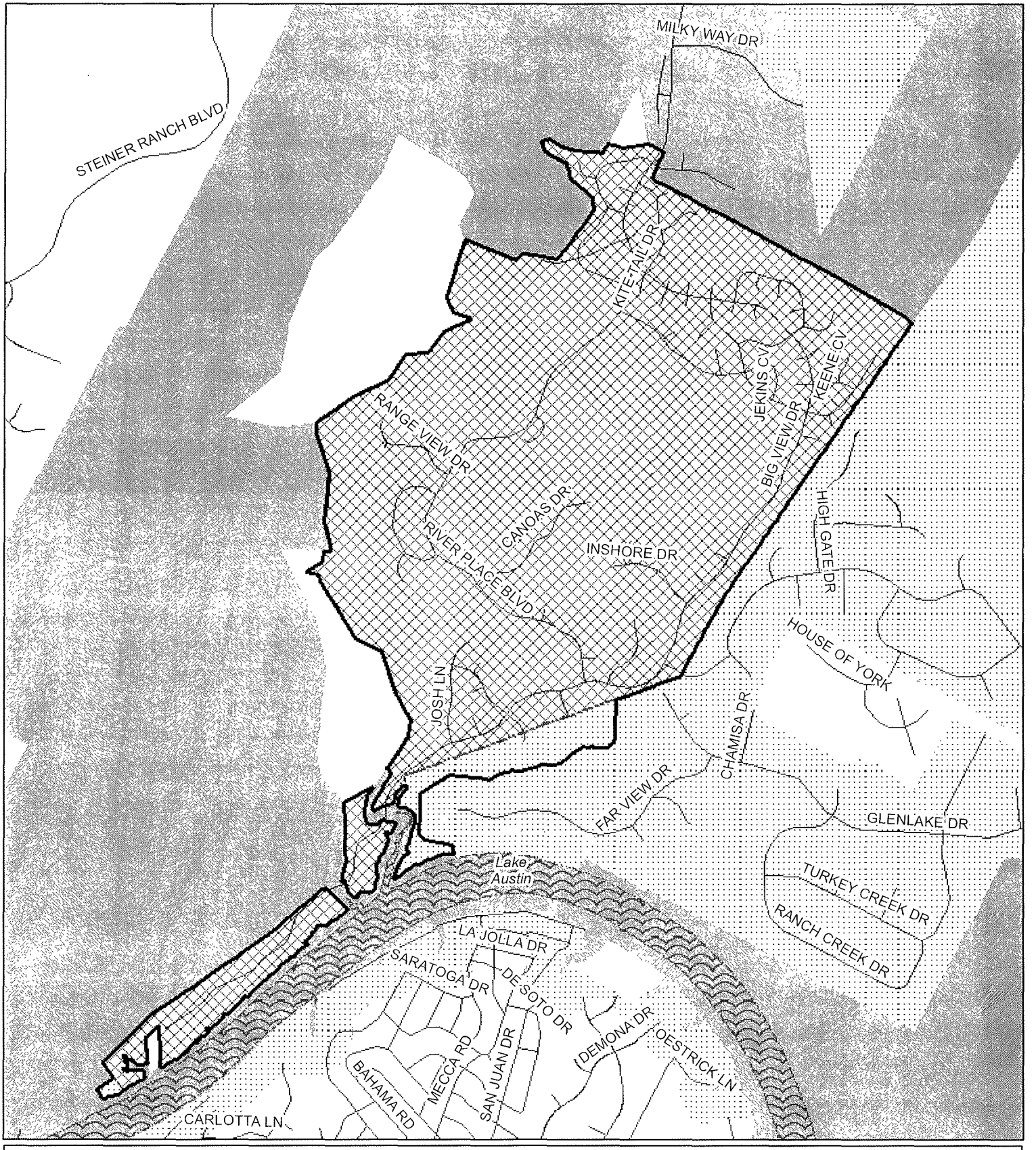


Exhibit C
Map of River Place Limited and Full Purpose Annexation Areas

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

Legend

- Limited Purpose Annexation Area
- Full Purpose Annexation Area
- Lake

Current Jurisdiction

- Austin Full Purpose
- Austin Limited Purpose
- Austin ETJ

N

City of Austin NPZD
J. Chuter
August 3, 2009

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

C7L-09-001
Area to be annexed for limited purposes.
(Approximately 984 acres of land out of the D & W RR Co. Surveys No.71, the H.E. & W.T. RR Co. Survey No.199, and the W. R. Hobbs Surveys No.456 & 457, the R.L. Preece Survey No.2, the I & G.N. RR Co. Survey No. 42, the Charles Clark Survey No.612, the Leonard & Alvin East Survey No.74, the E.R. McLean Survey No.200 and the Day Land & Cattle Co. Survey No.1 in Travis County, Texas)
(River Place Section 2, River Place Section 2-A, River Place Section 2-B, River Place Section 2-C, River Place Section 3, Amended Plat Lot II Block H River Place Section 3, River Place Section 3-A, River Place Section 3-B, River Place Section 4-A, River Place Section 4-B, River Place Section 5, Amended Plat of River Place Section 5, River Place Section 6, River Place Section 7A, River Place Section 7B, River Place Section 7-C, River Place Section 8, River Place Section 10, River Place Section 11, River Place Section 12, River Place Section 13, River Place Section 14, River Place Section 15, River Place Section

21, River Place Section 22, The Resubdivision of Lots 2 and 4 Block A of River Place Golf Course and Lot 178 Block A of River Place Section 22, Amended Plat of Lots 169 Block A River Place Section 22, River Place Section 23, River Place Section 25, Resubdivision of Lot 1 Block B River Place Section 26, Amended Plat of Lots 142, 143, 144 & 145 River Place Section 22, River Place Center, The Preserve at River Place Section 1, The Villas at River Place, The Overlook at River Place, Resubdivision of Lot 1 Block B River Place Section 26, River Place at Panther Hollow Creek Phase I, portions of River Place Section 1, portions of River Place Section 4, portions of River Place Section 9, portions of River Place Section 16, portions of River Place Section 17, portions of River Place Section 26, portions of River Place Golf Course, portions of River Place Treatment Plant, portions of River Place Water Storage Site, (portions of River Place Boulevard and unplatted land)(River Place MUD)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR APPROXIMATELY 984 ACRES OF LAND BEING OUT OF THE D & W RR CO. SURVEYS NO.71, THE H.E. & W.T. RR CO. SURVEY NO.199, THE W. R. HOBBS SURVEYS NO.456 & 457, THE R.L. PREECE SURVEY NO.2, THE I & G.N. RR CO. SURVEY NO.42, THE CHARLES CLARK SURVEY NO.612, THE LEONARD & ALVIN EAST SURVEY NO.74, THE E.R. MCLEAN SURVEY NO.200 AND THE DAY LAND & CATTLE CO. SURVEY NO.1 IN TRAVIS COUNTY, TEXAS, WHICH APPROXIMATELY 984 ACRES OF LAND ARE TO BE TAKEN INTO AND MADE A PART OF THE CITY OF AUSTIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE:

BEGINNING, at a point at the intersection of the present corporate limit line of the City of Austin as adopted by Ordinance No. 010614-77 (Case No.C7a-01-010), the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and the present north line of the River Place MUD, also being in the east right-of-way line of River Place Boulevard and the west line of Lot 26, Block A, The Preserve at River Place Section 1, a subdivision of record in Document No. 200000108 of the Official Public Records of Travis County, Texas;

THENCE in a southerly direction following a line with the present corporate limit line of the City of Austin as adopted by an Ordinance No. 000302-28 (Case No. C7a-00-002), the present line of the River Place MUD, the east right-of-way line of River Place Boulevard and the west line of said Block A, The Preserve at River Place Section 1 to the southwest corner of Lot 43, Block A, said Preserve at River Place Section 1 and the northeast corner of Lot 1, Block A, River Place Section 2, a subdivision of record in Volume 85, Page 3D of the Plat Records of Travis County, Texas;

THENCE in a southeasterly direction following a line with the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and the River Place MUD, common with the northeast line of said Block A, River Place Section 2, the northeast line of a 30.494 acre tract described as Exhibit "K" in a Special Warranty Deed to River Place Municipal Utility District by Special Warranty Deed of record in Document No. 2002057440 of the Official Public Records of Travis County, Texas, the southwest line of said Block A, The Preserve at River Place Section 1, the southwest line of a 91.585 acre tract described as Exhibit "C" in a Correction Special Warranty Deed to RP Preserve Ltd., in Document No. 1999062334 of the Official Public Records of Travis County, Texas to the southernmost corner of said 91.585 acre tract and the southwest corner of a 467.5 acre tract described in a Special Warranty Deed to the City of Austin of record in Volume 11848, Page 1718 of the Deed Records of Travis County, Texas, same being the southernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and westernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010);

THENCE continuing in a southeasterly direction following a line with the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010) and the River Place MUD, common with the southwest line of said 467.5 acre tract and northeast line of said 30.494 acre tract to the southernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010), the northeast corner of the present River Place MUD and an interior ell corner of the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034) for the northeast corner of said 30.494 acre tract and also being the northwest corner of that certain tract described to Gary Webb of record in Document No. 2002081962 of the Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract;

THENCE in a southwesterly direction with the present limited purpose line of the City of Austin as adopted by ordinance dated December 19, 1985 (Case No. C7a-85-034) and

the present River Place MUD, common with the southeast line of said 30.494 acre tract, the southeast line of Block A, River Place Section 8, a subdivision of record in Volume 96, Page 206 of the Plat Records of Travis County, Texas, the southeast line of Block C, River Place Section 7B, a subdivision of record in Volume 93, Page 29 of the Plat Records of Travis County, Texas, the southeast line of Block B, River Place Section 11, a subdivision of record in Volume 98, Page 314 of the Plat Records of Travis County, Texas, the northwest line of said tract described to Gary Webb in Document No. 2002081962, the northwest line of Replat of Lots 56, 57 & 58, Westminster Glen Phase 1-D, a subdivision of record in Volume 103, Page 22 of the Plat Records of Travis County, Texas, the northwest line of Westminster Glen Phase 1-D, a subdivision of record in Volume 101, Page 386 of the Plat Records of Travis County, Texas, the northwest line of Westminster Glen Phase 1-E, a subdivision of record in Volume 101, Page 389 of the Plat Records of Travis County, Texas and the Replat of Lot 82-84 & 88-90 Westminster Glen Phase 1-E, a subdivision of record in Volume 103, Page 24 of the Plat Records of Travis County, Texas to a point being the northernmost corner of Glenlake Phase 1, a subdivision of record in Volume 77, Page 233 of the Plat Records of Travis County, Texas, the northeast corner of Panther Hollow East, a subdivision of record in Volume 95, Page 122 of the Plat Records of Travis County, Texas and also being the easternmost corner of Block A, River Place Section 13, a subdivision of record in Volume 101, Page 235 of the Plat Records of Travis County, Texas, for an angle point of the herein described tract;

THENCE in a westerly direction with the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034), the present River Place MUD, common with the north line of said Panther Hollow East and the south line of said River Place Section 13 to a point for the northwest corner of said Panther Hollow East and the northeast corner of Panther Hollow Creek Section I, a subdivision of record in Document No. 200400080 of the Official Public Records of Travis County, Texas;

THENCE continuing in a westerly direction with the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034), the present River Place MUD, common with the north line of said Panther Hollow Creek Phase I, the north line of Panther Hollow

Creek Section II, a subdivision of record in Document No. 200600029 of the Official Public Records of Travis County, Texas, south line of said River Place Section 13, the south line of River Place at Panther Hollow Creek Phase I, a subdivision of record in Document No. 200400081 of the Official Public Records of Travis County, Texas, the south line of River Place Section 15, a subdivision of record in Volume 103, Page 55 of the Plat Records of Travis County, Texas and also being the south line of a 1.773 acre tract described by Special Warranty Deed to River Place MUD of record in Document No. 2002140426 of the Official Public Records of Travis County, Texas to the intersection of the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034), the present River Place MUD and the present limited purpose Line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002);

THENCE continuing in a westerly direction with the present River Place MUD and the present limited purpose line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002) to the intersection of present River Place MUD, the present limited purpose line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002) and the corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line for an angle point of the herein described tract;

THENCE in a southerly, westerly and northerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line over and across the present River Place MUD, Lot 1, Block B, Resubdivision of Lot 1, Block B, River Place Section 26, a subdivision of record in Document No. 200600030 of the Official Public Records of Travis County, Texas, River Place Section 26, a subdivision of Record in Document No. 200200255 of the Official Public Records of Travis County, Texas to the intersection of the present River Place MUD, the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, a west line of said River Place Section 15 and an east line of River Place Water Treatment Plant, a subdivision of record in Volume 84,Page 188B of the Plat Records of Travis County, Texas, for an angle point of the herein described tract;

THENCE in a northerly direction, departing the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and continuing with the present River Place MUD, over and across said River Place Section 15 and said River Place Treatment Plant to the intersection of the present River Place MUD and the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with a north line of said River Place Section 26 and a south line of that certain 1,751.95 acre tract, known as the Cortana tract, described to the City of Austin by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas for an angle point of the herein described tract;

THENCE continuing in a northerly direction with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with said River Place Section 26, said 1,751.95 acre Cortana tract and a 90.650 acre tract described to River Place MUD by Special Warranty Deed of record in Document No. 2002057440 of the Official Public Records of Travis County, Texas to an angle point in the present River Place MUD, said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract and west line of said 90.650 acre tract for an angle point of the herein described tract;

THENCE continuing in a northerly direction with the River Place MUD over and across said 90.650 acre tract, River Place Water Storage Site, a subdivision of record in Volume 84, Page 189C of the Plat Records of Travis County, Texas, River Place Section 9, a subdivision of record in Volume 85, Page 96B of the Plat Records of Travis County, Texas, River Place Section 1, a subdivision of record in Volume 84, Page 103A of the Official Public Records of Travis County, Texas to an angle point in a north line of Lot A, Block 1, said River Place Section 1, a south line of said 1,175.95 acre Cortana tract and also being an intersection of the River Place MUD and the corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005) for an angle point of the herein described tract;

THENCE in an easterly, northerly, westerly and easterly direction, continuing with the present River Place MUD and said corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a,00-005), common with a north line of said Lot A, Block 1, River Place Section 1, a north line of 11.979 acre tract described to the Maple Leaf Company, Ltd., of record in Document No. 2001108791 of the Official Public Records of Travis County, Texas, a north line of River Place Section 4-A, a subdivision of record in Volume 92, Page 285 of the Plat Records of Travis County, Texas, a west line of River Place Section 4, a subdivision of record in Volume 85, Page 4D of the Plat Records of Travis County, Texas and a south and east line of said 1,175.95 acre Cortana tract to the northernmost corner of Lot 8, Block C, said River Place Section 4 and the southwest corner of Lot 4, Block C, said River Place Section 4, for an angle point of the herein described tract;

THENCE in an easterly direction continuing with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a,00-005), over and across said River Place Section 4 to the easternmost corner of said Lot 4, Block C, River Place Section 4, the southwest corner of Lot 22, Block C, River Place Section 23, a subdivision of record in Document No. 199900342 of the Official Public Records of Travis County, Texas for an angle point of the herein described tract;

THENCE continuing in an easterly direction with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a,00-005), common with the north line of said River Place Section 4 and south line of said River Place Section 23 to the intersection of the north line of said River Place Section 4, south line of said River Place Section 23 and west right-of-way line of River Place Boulevard and continuing over and across said River Place Boulevard to the POINT OF BEGINNING, containing approximately 925 acres of land.

TRACT TWO:

BEGINNING, at the northernmost angle point in a west line of the present River Place MUD, an east line of the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with the west line of Lot 1, Block A, River Place Section 26, a subdivision of record in Document No. 200200255 of the Official Public Records of Travis County, Texas and an east line of that certain 1,751.95 acre tract known as the Cortana Tract, described to the City of Austin in by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas for an angle point of the herein described tract;

THENCE departing present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005) and continuing in a northerly and easterly direction with a west line of the present River Place MUD to the intersection of the present River Place MUD and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line;

THENCE continuing in a southerly, easterly and westerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line to a point at the northernmost intersection of the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract and a west line of Lot 124, Block G, said River Place Section 17, for an angle point of the herein described tract;

THENCE departing said present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and continuing in a northerly direction with said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract, a west line of said Lot 124, Block G, River Place Section 17 and a west line of said

Lot 1, River Place Section 26 to the POINT OF BEGINNING, containing approximately 14 acres of land.

TRACT THREE:

BEGINNING, at a point for the southernmost intersection of an east line of the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of that certain 1,751.95 acre tract known as the Cortana Tract, described to the City of Austin in by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas, the west line of Lot 124, Block G, River Place Section 17, a subdivision of record in Document No. 200500041 of the Official Public Records of Travis County, Texas and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line;

THENCE departing the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), in a southerly and westerly direction over and across said River Place Section 17, River Place Section 16, a subdivision of record in Document No. 200100017 of the Official Public Records of Travis County, Texas, with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line to a point of intersection with the common line of Lot 48, said River Place Section 16 and that certain 2.755 acre tract described to Randall Alan Miller by Special Warranty Deed of record in Document No. 2000047976 of the Official Public Records of Travis County, Texas for an angle point of the herein described tract;

THENCE departing the present corporate limit line of the City of Austin as described in the 1928 City Charter which line is the 504.9 contour line, in a northerly, easterly, westerly and southerly direction with the common lines of said River Place Section 16 and said 2.755 acre Miller tract to the point of intersection with the common line of Lot 49, River Place Section 16, said 2.755 acre Miller tract and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is

the 504.9 contour line for an angle point of the herein described tract;

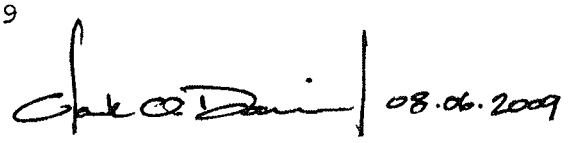
THENCE in a westerly direction over and across said River Place Section 16, with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line to the point of intersection of a west line of Lot 52, said River Place Section 16 and an east line of Lot 1, Watersedge at River Place, a subdivision of record in Document No. 200500296 of the Official Public Records of Travis County, Texas for an angle point of the herein described tract;

THENCE departing the present corporate limit line of the City of Austin as described in the 1928 City Charter which line is the 504.9 contour line in a northerly direction with the common line of said Lot 52, River Place Section 16 and said Lot 1, Watersedge at River Place to an ell corner for westernmost corner of Lot 53, River Place Section 16 and also being in the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005) and an east line of said 1,751.95 acre Cortana Tract for an angle point of the herein described tract;

THENCE with the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with the west line of said River Place Section 16, River Place Section 17 and east line of said 1,751.95 acre Cortana tract to the POINT OF BEGINNING, containing approximately 45 acres of land.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared".

LEGAL DESCRIPTION: River Place MUD-C7L-09-001
08-04-2009



Clark O. Daniel, RPLS No.5861
Public Works Department
Engineering Services Division
City of Austin

REFERENCES

Austin Grid C29-32, D30-32
TCAD 13437, 13447, 14237, 14247, & 15137

C7a-17-001

Area to be changed from Limited Purpose Annexation to a Full Purpose Annexation

(Approximately 1021 acres of land out of the D & W RR Co. Surveys No.71, the H.E. & W.T. RR Co. Survey No.199, and the W. R. Hobbs Surveys No.456 & 457, the R.L. Preece Survey No.2, the I & G.N. RR Co. Survey No. 42, the Charles Clark Survey No.612, the Leonard & Alvin East Survey No.74, the E.R. McLean Survey No.200 and the Day Land & Cattle Co. Survey No.1 in Travis County, Texas)

(River Place Section 2, River Place Section 2-A, River Place Section 2-B, River Place Section 2-C, River Place Section 3, Amended Plat Lot II Block H River Place Section 3, River Place Section 3-A, River Place Section 3-B, River Place Section 4-A, River Place Section 4-B, River Place Section 5, Amended Plat of River Place Section 5, River Place Section 6, River Place Section 7A, River Place Section 7B, River Place Section 7-C, River Place Section 8, River Place Section 10, River Place Section 11, River Place Section 12, River Place Section 13, River Place Section 14, River Place Section 15, River Place Section 21, River Place Section 22, The Resubdivision of Lots 2 and 4 Block A of River Place Golf Course and

Lot 178 Block A of River Place Section 22, Amended Plat of Lots 169 Block A River Place Section 22, River Place Section 23, River Place Section 25, Resubdivision of Lot 1 Block B River Place Section 26, Amended Plat of Lots 142, 143, 144 & 145 River Place Section 22, River Place Center, The Preserve at River Place Section 1, The Villas at River Place, The Overlook at River Place, Resubdivision of Lot 1 Block B River Place Section 26, River Place at Panther Hollow Creek Phase I, Panther Hollow Creek Phase I, Panther Hollow Creek Phase II, portions of River Place Section 1, portions of River Place Section 4, portions of River Place Section 9, portions of River Place Section 16, portions of River Place Section 17, portions of River Place Section 26, portions of Lot 1, Block B, Resubdivision of Lot 1, Block B, River Place Section 26, portions of River Place Golf Course, portions of River Place Treatment Plant, portions of River Place Water Storage Site, portions of Watersedge at River Place, (portions of River Place Boulevard and unplatted land)(River Place MUD)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR APPROXIMATELY 1021 ACRES OF LAND BEING OUT OF THE D & W RR CO. SURVEYS NO.71, THE H.E. & W.T. RR CO. SURVEY NO.199, THE W. R. HOBBS SURVEYS NO.456 & 457, THE R.L. PREECE SURVEY NO.2, THE I & G.N. RR CO. SURVEY NO.42, THE CHARLES CLARK SURVEY NO.612, THE LEONARD & ALVIN EAST SURVEY NO.74, THE E.R. MCLEAN SURVEY NO.200 AND THE DAY LAND & CATTLE CO. SURVEY NO.1 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH APPROXIMATELY 1021 ACRES OF LAND ARE TO BE TAKEN INTO AND MADE A PART OF THE CITY OF AUSTIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE:

BEGINNING, at a point at the intersection of the present corporate limit line of the City of Austin as adopted by Ordinance No. 010604-77 (Case No.C7a-01-010), the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and the present north line of the River Place MUD, also being in the east right-of-way line of River Place Boulevard and the west line of Lot 26, Block A, The Preserve at River Place Section 1, a subdivision of record in Document No. 200000108 of the Official Public Records of Travis County, Texas;

THENCE in a southerly direction following a line with the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002), the present line of the River Place MUD, the east right-of-way line of River Place Boulevard and the west line of said Block A, The Preserve at River Place Section 1 to the southwest corner of Lot 43, Block A, said Preserve at River Place Section 1 and the northeast corner of Lot 1, Block A, River Place Section 2, a subdivision of record in Volume 85, Page 3D of the Plat Records of Travis County, Texas;

THENCE in a southeasterly direction following a line with the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and the River Place MUD, common with the northeast line of said Block A, River Place Section 2, the northeast line of a 30.494 acre tract described as Exhibit "K" in a Special Warranty Deed to River Place Municipal Utility District by Special Warranty Deed of record in Document No. 2002057440 of the Official Public Records of Travis County, Texas, the southwest line of said Block A, The Preserve at River Place Section 1, the southwest line of a 91.585 acre tract described as Exhibit "C" in a Correction Special Warranty Deed to RP Preserve Ltd., in Document No. 1999062334 of the Official Public Records of Travis County, Texas to the southernmost corner of said 91.585 acre tract and the southwest corner of a 467.5 acre tract described in a Special Warranty Deed to the City of Austin of record in Volume 11848, Page 1718 of the Deed Records of Travis County, Texas, same being the southernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 000302-28 (Case No. C7a-00-002) and westernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010);

THENCE continuing in a southeasterly direction following a line with the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010) and the River Place MUD, common with the southwest line of said 467.5 acre tract and northeast line of said 30.494 acre tract to the southernmost corner of the present corporate limit line of the City of Austin as adopted by Ordinance No. 961024-I (Case No. C7a-96-010), the northeast corner of the present River Place MUD and an interior ell corner of the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034) for the northeast corner of said 30.494 acre tract and also being the northwest corner of that certain tract described to Gary Webb of record in Document No. 2002081962 for the northeast corner of the herein described tract;

THENCE in a southwesterly direction with the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034) and the present River Place MUD, common with the southeast line of said 30.494 acre tract, the southeast line of Block A,

River Place Section 8, a subdivision of record in Volume 96, Page 206 of the Plat Records of Travis County, Texas, the southeast line of Block C, River Place Section 7B, a subdivision of record in Volume 93, Page 29 of the Plat Records of Travis County, Texas, the southeast line of Block B, River Place Section 11, a subdivision of record in Volume 98, Page 314 of the Plat Records of Travis County, Texas, the northwest line of said tract described to Gary Webb in Document No. 2002081962, the northwest line of Replat of Lots 56, 57 & 58, Westminster Glen Phase 1-D, a subdivision of record in Volume 103, Page 22 of the Plat Records of Travis County, Texas, the northwest line of Westminster Glen Phase 1-D, a subdivision of record in Volume 101, Page 386 of the Plat Records of Travis County, Texas, the northwest line of Westminster Glen Phase 1-E, a subdivision of record in Volume 101, Page 389 of the Plat Records of Travis County, Texas and the Replat of Lot 82-84 & 88-90 Westminster Glen Phase 1-E, a subdivision of record in Volume 103, Page 24 of the Plat Records of Travis County, Texas to a point being the northernmost corner of Glenlake Phase 1, a subdivision of record in Volume 77, Page 233 of the Plat Records of Travis County, Texas, the northeast corner of Panther Hollow East, a subdivision of record in Volume 95, Page 122 of the Plat Records of Travis County, Texas and also being the easternmost corner of Block A, River Place Section 13, a subdivision of record in Volume 101, Page 235 of the Plat Records of Travis County, Texas, for an angle point of the herein described tract;

THENCE in a westerly direction with the present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034) and the present River Place MUD, common with the north line of said Panther Hollow East and the south line of said River Place Section 13 to a point for the northwest corner of said Panther Hollow East and the northeast corner of Panther Hollow Creek Phase I, a subdivision of record in Document No. 200400080 of the Official Public Records of Travis County, Texas, for an angle point of the herein described tract;

THENCE departing said present River Place MUD and present limited purpose line of the City of Austin as adopted by Ordinance No. 851219-P (Case No. C7a-85-034), in a southerly direction with a west line of Panther Hollow East, common with an east line of said Panther Hollow Creek Phase I to the intersection of Panther Hollow East, Panther

Hollow Creek Phase I and River Pointe, a subdivision of record in Volume 86, Page 98B of the Plat Records of Travis County, Texas for an angle point of the herein described tract;

THENCE in a westerly direction with the common line of said Panther Hollow Creek Phase I and said River Pointe subdivision to the intersection of said Panther Hollow Creek Phase I, Panther Hollow Creek Phase II, a subdivision of record in Document No. 200600029 of the Official Public Records of Travis County, Texas and said River Pointe subdivision for an angle point of the herein described tract;

THENCE in a southerly direction with the common lines of said Panther Hollow Creek Phase II and said River Pointe subdivision to the intersection of Lot 4, Panther Hollow Creek Phase II, Lot 10, River Pointe subdivision, the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and the present limited purpose Line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002), for an angle point of the herein described tract;

THENCE in a southerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, the present limited purpose Line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002), over and across said Panther Hollow Creek Phase II to the intersection of the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, the present limited purpose Line of the City of Austin as adopted by Ordinance No. 820506-D (Case No. C7a-82-002) and said River Place MUD for an angle point of the herein described tract;

THENCE in a southerly, westerly and northerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, over and across present River Place MUD, said Panther Hollow Creek Phase II, Lot 1, Block B, Resubdivision of Lot 1, Block B, River Place Section 26, a subdivision of record in Document No. 200600030 of the Official Public Records of Travis County, Texas, Lot 1,

Block A, River Place Section 26, a subdivision of Record in Document No. 200200255 of the Official Public Records of Travis County, Texas and River Place Section 15, a subdivision of record in Volume 103, Page 56 of the Plat Records of Travis County, Texas, to the intersection with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and a west line of the River Place MUD, for an angle point of the herein described tract;

THENCE departing the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and continuing with the present River Place MUD in a northerly direction over and across said River Place Section 15, River Place Treatment Plant, a subdivision of record in Volume 84, Page 188B of the Plat Records of Travis County, Texas and said Lot 1, Block A, River Place Section 26 to the intersection of the present River Place MUD and the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with a north line of said Lot 1, Block A, River Place Section 26 and a south line of that certain 1,751.95 acre tract, known as the Cortana tract, described to the City of Austin by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas for an angle point of the herein described tract;

THENCE continuing in a northerly direction with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with said River Place Section 26, said 1,751.95 acre Cortana tract and a 90.650 acre tract described to River Place MUD by Special Warranty Deed of record in Document No. 2002057440 of the Official Public Records of Travis County, Texas to an angle point in the present River Place MUD, said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract and west line of said 90.650 acre tract for an angle point of the herein described tract;

THENCE continuing in a northerly direction with the River Place MUD over and across said 90.650 acre tract, River Place Golf Course, a subdivision of record in Volume 103,

Page 3 of the Plat Records of Travis County, Texas, River Place Water Storage Site, a subdivision of record in Volume 84, Page 189C of the Plat Records of Travis County, Texas, River Place Section 9, a subdivision of record in Volume 85, Page 96B of the Plat Records of Travis County, Texas, River Place Section 1, a subdivision of record in Volume 84, Page 103A of the Official Public Records of Travis County, Texas to an angle point in a north line of said Lot A, Block 1, River Place Section 1, a south line of said 1,175.95 acre Cortana tract and also being an intersection of the River Place MUD and the corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005) for an angle point of the herein described tract;

THENCE in an easterly, northerly, westerly and easterly direction, continuing with the present River Place MUD and said corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a,00-005), common with a north line of said Lot A, Block 1, River Place Section 1, a north line of an 11.979 acre tract described to The Maple Leaf Company, Ltd., of record in Document No. 201108791 of the Official Public Records of Travis County, Texas, a north line of River Place Section 4-A, a subdivision of record in Volume 92, Page 285 of the Plat Records of Travis County, Texas, a west line of River Place Section 4, a subdivision of record in Volume 85, Page 4D of the Plat Records of Travis County, Texas and a south and east line of said 1,175.95 acre Cortana tract to the northernmost corner of Lot 8, Block C, said River Place Section 4 and the southwest corner of Lot 4, Block C, said River Place Section 4, for an angle point of the herein described tract;

THENCE continuing in an easterly direction with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a,00-005), over and across said River Place Section 4 to the easternmost corner of said Lot 4, Block C, River Place Section 4, the southwest corner of Lot 22, Block C, River Place Section 23, a subdivision of record in Document No. 199900342 of the Official Public Records of Travis County, Texas for an angle point of the herein described tract;

THENCE continuing in an easterly direction with the present River Place MUD and said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 dated November 30, 2000 (Case No. C7a,00-005), common with the north line of said River Place Section 4 and south line of said River Place Section 23 to the intersection of the north line of said River Place Section 4, south line of said River Place Section 23 and west right-of-way line of River Place Boulevard and continuing over and across said River Place Boulevard to the POINT OF BEGINNING, containing approximately 961 acres of land.

TRACT TWO:

BEGINNING, at the northernmost angle point in a west line of the present River Place MUD, an east line of the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with the west line of Lot 1, Block A, River Place Section 26, a subdivision of record in Document No. 200200255 of the Official Public Records of Travis County, Texas and an east line of that certain 1,751.95 acre tract known as the Cortana Tract, described to the City of Austin in by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas for an angle point of the herein described tract;

THENCE departing present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005) and continuing in a northerly and easterly direction with a west line of the present River Place MUD to the intersection of the present River Place MUD and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line;

THENCE continuing in a southerly, easterly and westerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line to a point at the northernmost intersection of the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, the present corporate limit line of the City of Austin as adopted by Ordinance No.

001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract and a west line of Lot 124, Block G, said River Place Section 17, for an angle point of the herein described tract;

THENCE departing said present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line and continuing in a northerly direction with said present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of said 1,751.95 acre Cortana tract, a west line of said Lot 124, Block G, River Place Section 17 and a west line of said Lot 1, River Place Section 26 to the POINT OF BEGINNING, containing approximately 14 acres of land.

TRACT THREE:

BEGINNING, at a point for the southernmost intersection of an east line of the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with an east line of that certain 1,751.95 acre tract known as the Cortana Tract, described to the City of Austin in by deed of record in Volume 11848, Page 1718 of the Real Property Records of Travis County, Texas, the west line of Lot 124, Block G, River Place Section 17, a subdivision of record in Document No. 200500041 of the Official Public Records of Travis County, Texas and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line;

THENCE departing the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), in a southerly and westerly direction over and across said River Place Section 17, River Place Section 16, a subdivision of record in Document No. 200100017 of the Official Public Records of Travis County, Texas, with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line to a point of intersection with the common line of Lot 48, River Place Section 16 and that certain 2.755 acre tract described to Randall Alan Miller by Special Warranty Deed of record in Document No. 2000047976

of the Official Public Records of Travis County, Texas for an angle point of the herein described tract;

THENCE departing the present corporate limit line of the City of Austin as described in the 1928 City Charter which line is the 504.9 contour line in a northerly, easterly, westerly and southerly direction with the common lines of said River Place Section 16 and said 2.755 acre Miller tract to the point of intersection with the common line of Lot 49, River Place Section 16, said 2.755 acre Miller tract and the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line for an angle point of the herein described tract;

THENCE in a westerly direction with the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, over and across said River Place Section 16 and Lot 1, Watersedge at River Place, a subdivision of record in Document No. 200500296 of the Official Public Records of Travis County, Texas, to the intersection with the southwest line of the present corporate limit line of the City of Austin as described in the 1928 City Charter, which line is the 504.9 contour line, the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), an east line of said 1,751.95 acre Cortana Tract and the southwest line of said Lot 1, Watersedge at River Place subdivision for an angle point of the herein described tract;

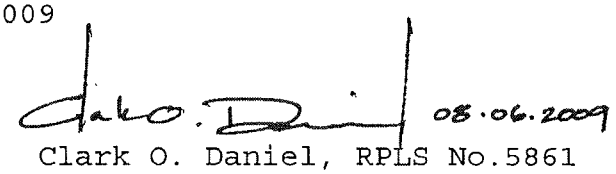
THENCE departing the present corporate limit line of the City of Austin as described in the 1928 City Charter which line is the 504.9 contour line in a northerly direction with the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with said Lot 1, Watersedge at River Place, River Place Section 16 and said Lot 1, Watersedge at River Place to an ell corner for westernmost corner of Lot 53, River Place Section 16 and an east line of said 1,751.95 acre Cortana Tract for an angle point of the herein described tract;

THENCE in an easterly direction with the present corporate limit line of the City of Austin as adopted by Ordinance No. 001130-44 (Case No. C7a-00-005), common with the west

line of said River Place Section 16, River Place Section 17 and east line of said 1,751.95 acre Cortana tract to the POINT OF BEGINNING, containing approximately 46 acres of land.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared".

LEGAL DESCRIPTION: River Place MUD-C7a-17-001
08-04-2009



08.06.2009

Clark O. Daniel, RPLS No.5861
Public Works Department
Engineering Services Division
City of Austin

REFERENCES

Austin Grid C29-32, D30-32
TCAD 13437, 13447, 14237, 14247, & 15137

EXHIBIT D

AGREEMENT FOR WATER AND WASTEWATER SERVICE AND OPERATIONS MANAGEMENT OF FACILITIES BETWEEN THE CITY OF AUSTIN AND THE RIVER PLACE MUNICIPAL UTILITY DISTRICT; AND AMENDMENT TO AGREEMENT FOR EMERGENCY WATER SERVICE

AGREEMENT FOR WATER AND WASTEWATER SERVICE AND OPERATIONS MANAGEMENT OF FACILITIES BETWEEN THE CITY OF AUSTIN AND THE RIVER PLACE MUNICIPAL UTILITY DISTRICT; and AMENDMENT TO AGREEMENT FOR EMERGENCY WATER SERVICE

THIS AGREEMENT ("Water and Wastewater Agreement") is made and entered into between the City of Austin, Texas ("City"), a Texas home rule municipal corporation, and the River Place Municipal Utility District ("District"), a conservation and reclamation district created and operating as a municipal utility district pursuant to the provisions of Chapters 49 and 54, Texas Water Code, collectively "Parties."

WHEREAS, the City and the District previously entered into the Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on February 24, 1984; the First Amendment Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on August 22, 1984; the Second Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on May 14, 1992; the Third Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on April 8, 1993; the Fourth Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on June 19, 1995; and the Fifth Amendment to Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on February 3, 2000 (collectively, the "Consent Agreement");

WHEREAS, the City and the District previously entered into the Agreement for Wholesale Wastewater Service Between City of Austin and River Place Municipal Utility District, executed on May 14, 1992, and the Agreement for Emergency Water Service, executed on May 30, 2001;

WHEREAS, the District entered into the First Amended Agreement for Water Supply and Effluent Disposal, executed on January 28, 1997, with First River Place Reserve, LTD; the First Amended Raw Water Diversion and Supply Contract, executed on March 1, 2005, with River Place Golf Group LP, Inc.; Water Sale Contract for Municipal Uses, executed on August 28, 1991, with the Lower Colorado River Authority ("LCRA"); 1st Amendment to Water Sale Contract No. 12569, executed on June 27, 1995, with LCRA; 2nd Amendment to Water Sale Contract No. 12569, executed on August 22, 1997, with LCRA; and 3rd Amendment to Water Sale Contract No. 12569, executed on September 24, 1999, with LCRA; regarding the water and wastewater utility operations of the District;

WHEREAS, the District entered into the Interlocal Agreement Regarding Water Storage, executed on August 23, 2007, with LCRA; Agreement Regarding Wholesale Water Service and Donation of Park Funds, executed on January 22, 2001, with LCRA; Wholesale Division, Treatment and Water Supply Contract between River Place Municipal Utility District and the Lower Colorado River Authority, executed on May, 1, 2001; and Wholesale Division, Treatment and Water Supply Contract, executed on March 31, 2000, with Glenlake Water Supply Corporation; and has received

authorization from the City to provide out-of-District water service to "Webb Estates" and "Slover Tract", proposed subdivisions in Travis County, Texas;

WHEREAS, the City and the District desire to enter into a new agreement, prior to full purpose annexation by the City on December 31, 2017, to set out terms and conditions for the ownership, operation, and maintenance of the District's water, wastewater, and reclaimed water facilities;

WHEREAS, the Austin City Council, by minutes dated August 27, 2009, has authorized the negotiation and execution of this Water and Wastewater Agreement with the District;

WHEREAS, the District, by minutes dated August 25, 2009, has authorized the negotiation and execution of a this Water and Wastewater Agreement with the City;

WHEREAS, the District under normal circumstances does not use ad valorem taxes to fund the operation and maintenance of its Retail Water System and Retail Wastewater System and the District sets its utility rates in such a way that the utility revenues it receives from its Retail Water System and Retail Wastewater System are sufficient to pay its expenses of operating and maintaining the said Retail Water System and Retail Wastewater System.

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

ARTICLE I
DEFINITIONS

The following terms shall have the meanings set out below:

1.01. City Water System: means all water treatment, transmission, and distribution facilities, lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the public water system of the City.

1.02. Commission: means the Texas Commission on Environmental Quality or its successor agency.

1.03. Connection: means a single family residential unit, or each commercial or industrial establishment, to which drinking water is supplied from the Retail Water System.

1.04. Consent Agreement: means the Agreement Concerning Creation and Operation of River Place Municipal Utility District, executed on February 24, 1984, and the five amendments thereto, as listed above.

1.05. Default: means the omission or failure of a Party to perform its contractual duty under this Water and Wastewater Agreement.

1.06. District or Districts: means the District and its successors and assigns, in particular, upon conversion, the Limited District as authorized by the Strategic Partnership Agreement executed between the District and the City.

1.07. Director: means the Director of the Austin Water Utility or the Director's authorized designee.

1.08. Effective Date: means the last date of execution of this Water and Wastewater Agreement.

1.09. EPA: means the United States Environmental Protection Agency.

1.10. Full Purpose Annexation Date: means 12:01 a.m., December 31, 2017.

1.11. Industrial Waste: means industrial waste as defined in Chapter 15-10 of the 2009 Austin City Code, as amended.

1.12. Infiltration and Inflow: means water that has migrated from the ground or through direct sources into a Wastewater system.

1.13. O&M Transfer Date: means October 1, 2014.

1.14. Prior Out-of-District Agreements: means the Interlocal Agreement Regarding Water Storage, executed on August 23, 2007, with LCRA; Agreement Regarding Wholesale Water Service and Donation of Park Funds, executed on January 22, 2001, with LCRA; Wholesale Division, Treatment and Water Supply Contract between River Place Municipal Utility District and the Lower Colorado River Authority, executed on May, 1, 2001; and Wholesale Division, Treatment and Water Supply Contract, executed on March 31, 2000, with Glenlake Water Supply Corporation; and the City's authorization for the District to provide out-of-District water service to "Webb Estates" and "Slover Tract", proposed subdivisions in Travis County, Texas.

1.15. Prior Utility Agreements: means the First Amended Agreement for Water Supply and Effluent Disposal, executed on January 28, 1997, with First River Place Reserve, LTD; the First Amended Raw Water Diversion and Supply Contract, executed on March 1, 2005, with River Place Golf Group LP, Inc.; Water Sale Contract for Municipal Uses, executed on August 28, 1991, with the Lower Colorado River Authority ("LCRA"); 1st Amendment to Water Sale Contract No. 12569, executed on June 27, 1995, with LCRA; 2nd Amendment to Water Sale Contract No. 12569, executed on August 22, 1997, with LCRA; and 3rd Amendment to Water Sale Contract No. 12569, executed on September 24, 1999, with LCRA.

1.16. Reclaimed Water: means treated wastewater effluent for irrigation purposes.

1.17. Retail Wastewater System: means the collection lines; lift stations; mains; residential, commercial, and industrial connections; the District-owned facilities necessary for the storage and

transportation of reclaimed water; the areas within the fenced areas surrounding the various components of the wastewater system and any other parts or components that comprise the public wastewater system serving the retail customers located within the Service Area.

1.18. Retail Water System: means the lines; reservoirs; pump stations; mains; residential, commercial, and industrial connections; those facilities associated with the transportation of untreated water from Lake Austin to the water treatment plant; the areas within the fenced areas surrounding the various components of the water system and any other parts or components that comprise the public water system serving the retail customers of the Service Area.

1.19. Service Area: means a portion of District's boundaries and City approved out-of-district areas as more particularly designated on Attachment 1.

1.20. Service Plan: means the Annexation Service Plan, attached as Attachment F to the Strategic Partnership Agreement.

1.21. Sewage: means water-borne human excretae and gray water.

1.22. Strategic Partnership Agreement: means that certain Strategic Partnership Agreement Between the City of Austin and the River Place Municipal Utility District, executed simultaneously herewith on the Effective Date.

1.23. Waste or Wastewater: means liquid or water borne waste, including, without limitation, sewage, industrial waste, or other wastes, whether separate or commingled.

1.24. Water: means potable water meeting the requirements of the Commission for human consumption and other domestic uses.

ARTICLE II.
WATER AND WASTEWATER SERVICE

2.01. Amendment to Emergency Water Service. On May 30, 2001, the District and the City entered into the Agreement for Emergency Water Service regarding the provision of emergency water service to the District from the City. Section 7.01 of the Agreement for Emergency Water Service shall be amended to read:

> **7.01 Term.** The term of this Agreement shall be effective until October 1, 2014, upon which date the City assumes operation and maintenance of the District's water and wastewater facilities and this Agreement terminates.

Section 7.02 of the Agreement for Emergency Water Service is deleted. All other provisions of the Agreement for Emergency Water Service are in full force and effect.

2.02. Consent Agreement and Applicable Laws and Regulations. In accordance with the Strategic Partnership Agreement, the District's obligations under this Water and Wastewater Agreement shall be governed by the Consent Agreement; *provided however*, that to the extent there is any conflict between this Water and Wastewater Agreement and the Consent Agreement, the terms of this Water and Wastewater Agreement shall prevail. Moreover, the obligations of the District and the City under this Water and Wastewater Agreement shall be performed in accordance with all applicable federal, state and local laws and regulations.

2.03. Operation and Maintenance by the District. The Parties agree that before the O&M Transfer Date, the District shall be solely responsible for operation and maintenance of the Retail Water System and Retail Wastewater System, and except as modified by the section herein titled "City's Criticality Assessment", such responsibility shall be performed at the same level as before the Effective Date and in accordance with generally accepted industry standards in Texas and manufacturer's standards for property of that type.

2.04. Operation and Maintenance by the City. Beginning on the O&M Transfer Date, the City will assume all responsibility for operating and maintaining the Retail Water System and Retail Wastewater System. The City shall operate and maintain the Retail Water System and Retail Wastewater System and provide water and wastewater services to customers in the District pursuant to this Water and Wastewater Agreement and the Service Plan at the same level as in the District before the Effective Date, and the City further agrees to the following:

i. The City will not increase the permitted volume limits of the wastewater treatment plant currently owned by the District without the advance written agreement of the District. Further, without the advance written agreement of the District, the City will not expand the physical components of either the water treatment plant or wastewater treatment plant outside of the property to be conveyed to the City pursuant to this Water and Wastewater Agreement or operate the Retail Water System and Retail Wastewater System in a manner that would materially impair the water and wastewater service existing in the District as of the O&M Transfer Date.

ii. The City will maintain all facilities described in this Water and Wastewater Agreement at the same level as on the O&M Transfer Date and otherwise (1) maintain the aesthetic quality of such facilities and (2) maintain such facilities in a manner consistent with Firewise principles and guidelines as established by the National Fire Protection Association. The City agrees that any repainting of facilities, including but not limited to the elevated storage tank, shall be in colors substantially similar to those in use on the Effective Date of this Water and Wastewater Agreement, and prior to any such repainting, the City will first confer with the District on the color to be used.

iii. The City will not add writing or symbols of any kind to the elevated storage tank.

iv. The City will not allow any extraneous equipment to be attached to or otherwise placed on the elevated storage tank, including but not limited to antennae unless such equipment is used for the City's operation and maintenance of the Retail Water System or Retail Wastewater System. The City agrees not to place equipment on the elevated storage tank that would be used for third party benefit.

Beginning on the O&M Transfer Date, the City shall honor and assume all the District's utility obligations, specifically including, by way of example and not in limitation, those obligations to provide service as set forth in the Prior Utility Agreements.

2.05. Commission Orders or Violations. If the Commission issues any form of order or penalty for violations, of applicable law that occur before the O&M Transfer Date, and that result from operation, maintenance, or other program associated with the Retail Water System, the District is solely responsible for and will take all necessary action to comply with, or otherwise respond to, the order as it pertains to those violations. If the Commission issues any form of order or penalty for violations, of applicable law that occur on or after the O&M Transfer Date, and that result from operation, maintenance, or other program associated with the Retail Wastewater System, the City is solely responsible for and will take all necessary action to comply with, or otherwise respond to, the order as it pertains to those violations.

2.06. Water Conservation Program. The District shall adopt, within 90 days of the Effective Date, and enforce the City's water conservation program including measures and goals, as amended.

2.07. Provision of Water Service to Out-of-District Customers. The District shall continue to provide out-of-District water service to its current out-of-district customers until the O&M Transfer Date. Beginning on the O&M Transfer Date, the City shall honor and assume all the District's utility obligations, specifically including, by way of example and not in limitation, those obligations to provide service as set forth in the Prior Out-of-District Agreements.

ARTICLE III.
COMPLIANCE WITH STATE LAWS AND CITY REGULATIONS

3.01. Service Outside District; Enlargement of District Boundaries or Service Area. Without prior written consent of the City, the District will not initiate any proceedings to enlarge its jurisdictional boundaries through any other agency or court of competent jurisdiction.

3.02. Agreement Subject to Applicable Law. This Water and Wastewater Agreement will be subject to all applicable federal, state, and local rules, regulations, and laws, and of any other governmental body or agency having lawful jurisdiction.

3.03. Cooperation to Assure Regulatory Compliance. Because both Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., the District and the City will cooperate in good faith at all times to assure

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

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

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:
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: 9/3/09

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.

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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 J Casey

Name: James Casey
Title: President

Date: 9/7/2009

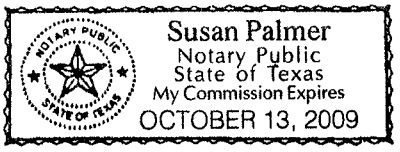
THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

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: 10/13/2009



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: _____

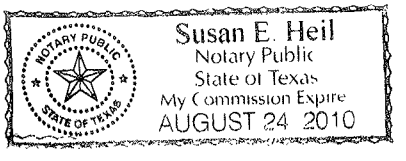
THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

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.

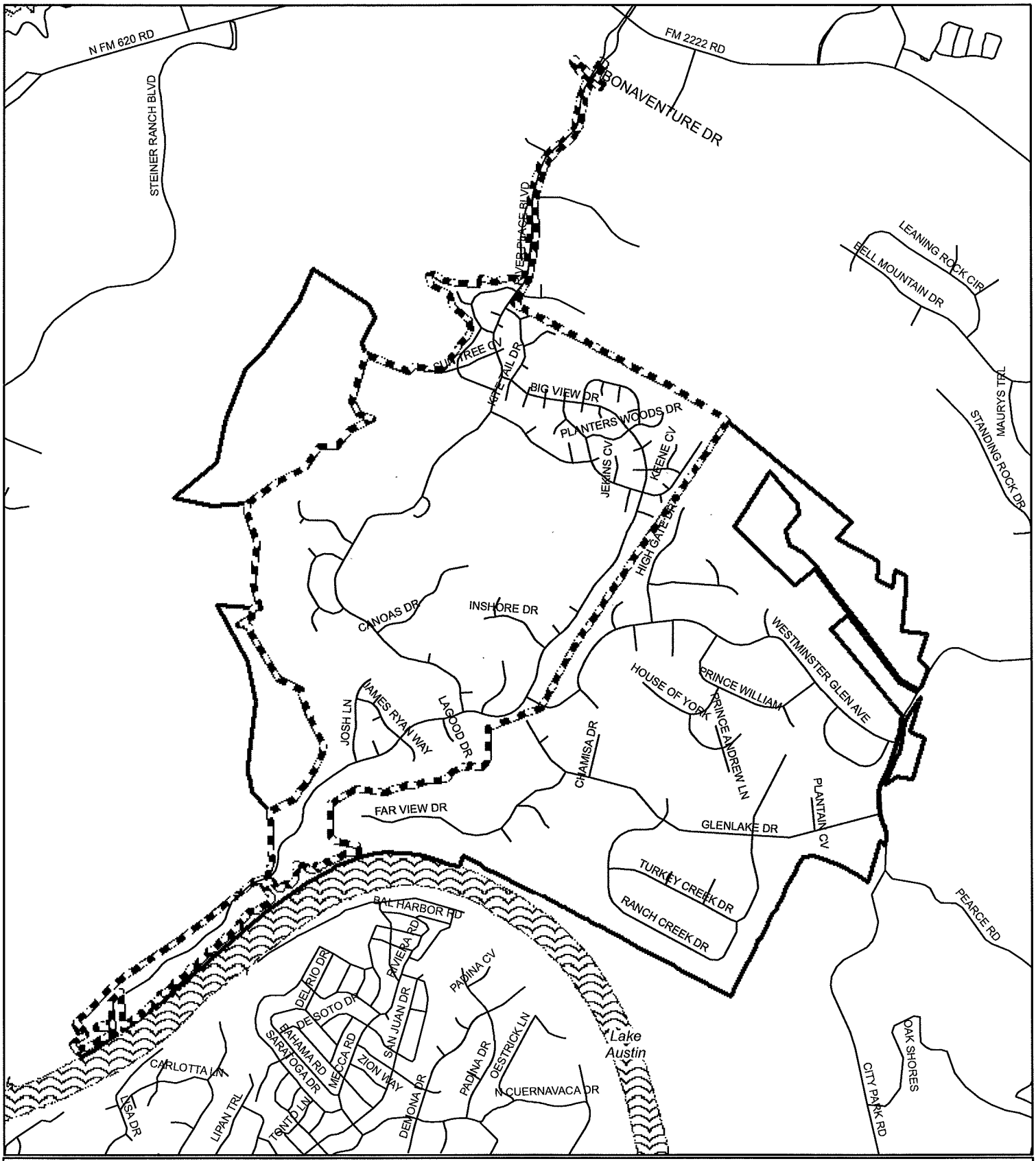
Susan E. Heil
Notary Public, State of Texas

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

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

Legend

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

N

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.

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 digestor, 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, Volume12822, 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)

154

LIFT STATION EASEMENT

FILM CODE

00005550164

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

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.

OFFICIAL SEAL
TERESA S. REYNOLDS
Notary Public, State of Texas
TRAVIS COUNTY
My Commission Expires 07-25-99

Teresa S. Reynolds
Notary Public, State of Texas
Printed Name: Teresa 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 Lift Station Site
River Place

F.N. 6612 (DJK)
February 25, 1997
SRI Job No. 17269-23

A DESCRIPTION OF A 0.280 ACRE TRACT OF LAND OUT OF THE WILLIAM R. HOBBS SURVEY NO. 456, 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 11579, PAGE 379 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 ½-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 12543, 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 95, 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 67.99 feet;

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

1. N 48° 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 332.88 feet with the arc of a curve to the left whose central angle is 48° 17' 07", with a radius of 395.00 feet and whose chord bears N 65° 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° 46' 28", with a radius of 395.00 feet and whose chord bears N 35° 35' 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 81.00 feet, and

4. N 52° 50' 46" W, a distance of 150.69 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.

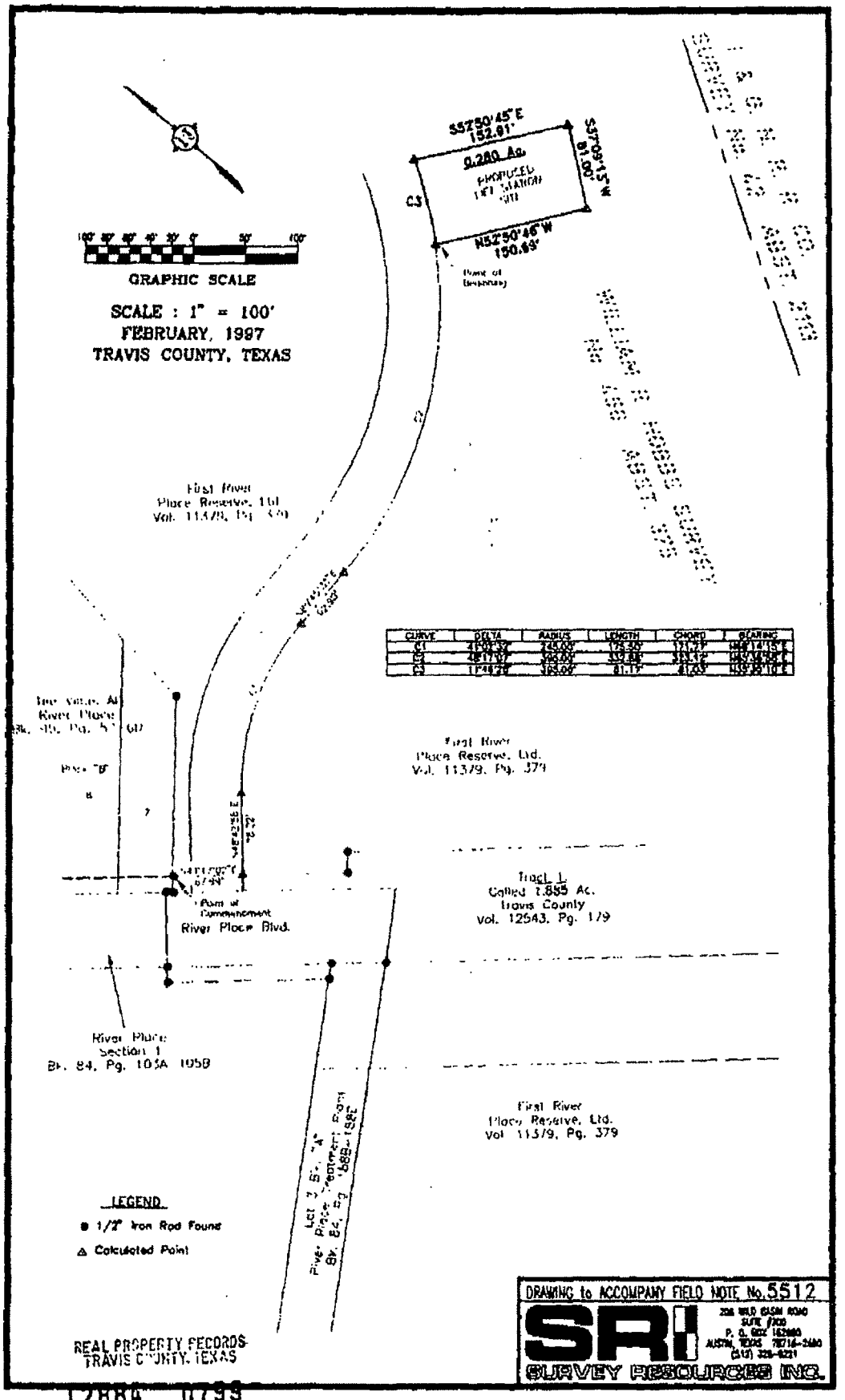
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of February, 1997 A.D.

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

STATE OF TEXAS
REGISTERED
DONALD J. KIRBY
2508
PROFESSIONAL
LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12884 0798



12884 0799

13884 0799

FILED

97 MAR -5 PM 4:53

DAN ... VOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

EXCEPTIONS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas as

MAR 5 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0800

RECEIPT#: 400042BD TRANSN: A635E DEPT: DOLLAR RECORD $15.00
CASHIER: RAMED FILE DATE: 3/5/97 TRANS DATE: 3/5/97

PAID BY: CASH

EXHIBIT 5B

WASTEWATER EASEMENT

FILM CODE

00005550165

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

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.

OFFICIAL SEAL
TERESA S. REYNOLDS
Notary Public, State of Texas
TRAVIS COUNTY
My Commission Expires 07-25-99

Teresa S. Reynolds

Notary Public, State of Texas
Printed Name: Teresa 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 0801

Proposed 20-Foot Wide Wastewater Easement
River Place

F.N. 5511 (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 11379, PAGE 379 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID CENTERLINE AS SHOWN ON THE ACCOMPANYING SKETCH IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the northwest corner of Lot 36 Block "A" of the proposed River Place Section 11, as currently on file at the City of Austin in File No. C8-83-068.09.2C and being the southwest corner of Lot 35 of said Section 11;

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

1. N 76° 21' 25" W, a distance of 77.01 feet,
2. S 60° 45' 38" W, a distance of 536.09 feet,
3. N 66° 24' 18" W, a distance of 326.03 feet, and
4. N 41° 43' 51" W, a distance of 107.69 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 §
§ 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 25th day of February, 1997 A.D.

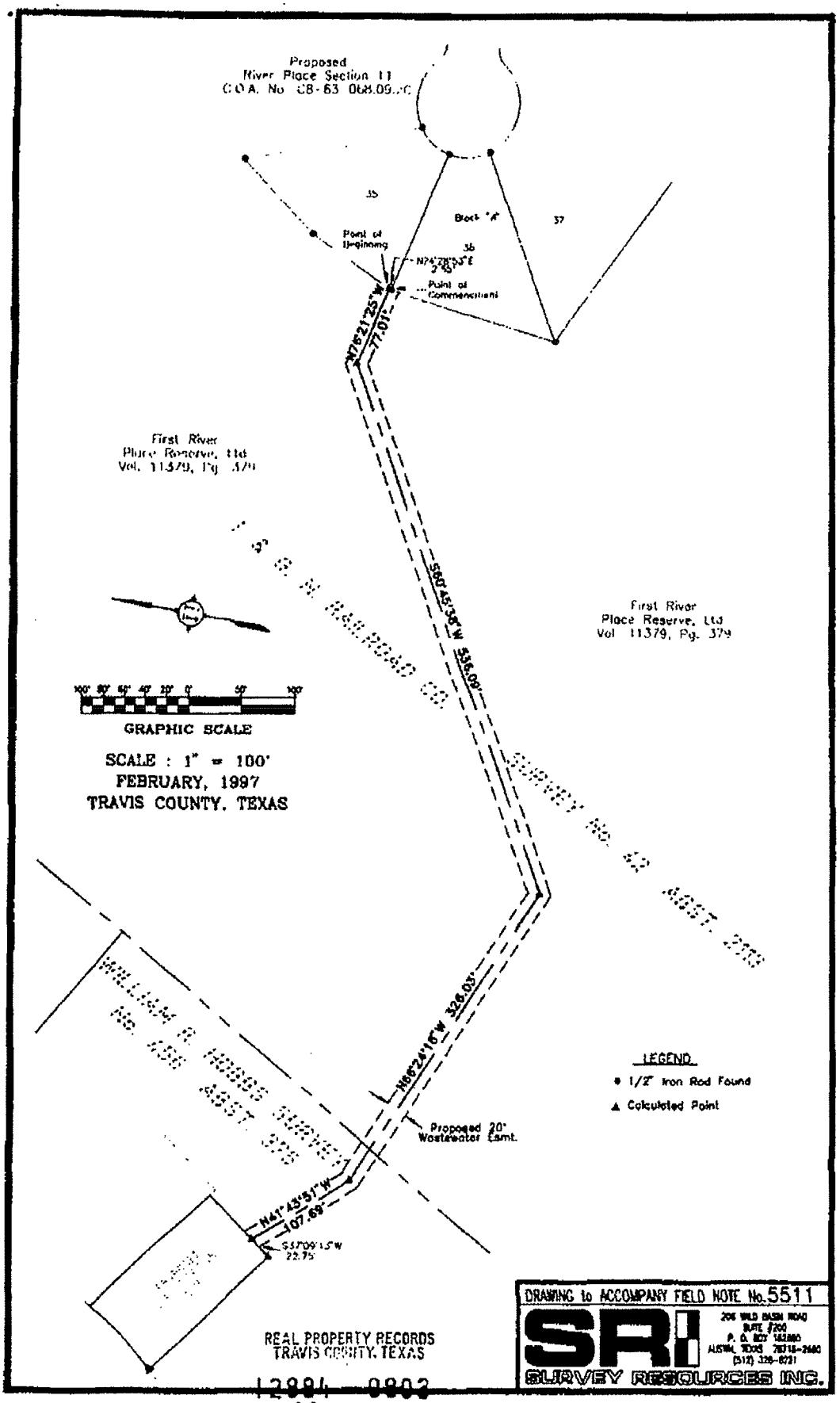
SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS REGISTERED DONALD J. KIRBY 2508 LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0802



12884 0803

12884 0803

FILED

97 MAR -5 PM 4:54

DANA [illegible]
COUNTY CLERK
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 hereon by me; and was duly RECORDED, on the Volume and Page of the named RECORDS of Travis County, Texas on

MAR 5 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12884 0804

RECEIPT#: A0006[illegible] TRANS#: A[illegible] DEPT: REGULAR RECORD $15.00
OPERATOR: BAKER FILE DATE: 3/5/97 TRANS DATE: 3/5/97
PAID BY: CASH

EXHIBIT 5C

19
SW

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 Grantee 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. Thrower
Name: John W. Thrower
Title: Attorney-in-Fact, Pres. ltd.

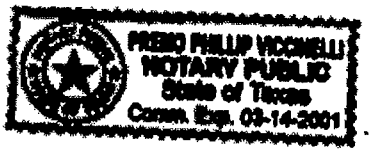
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13157 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

AUS00460001
030798 v1
1002.999993-1

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13157 0579

RIVER PLACE
30-FOOT WIDE
STRIP OF LAND

F.N. 5994 (DJK)
SEPTEMBER 4, 1997
SRI JOB NO. 18999-12

A DESCRIPTION OF THE CENTERLINE OF A THIRTY (30) FOOT WIDE STRIP OF LAND OUT OF THE E.R. McLEAN SURVEY NO. 200, ABSTRACT NO. 2359 SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF A 1441.33 ACRE TRACT DESCRIBED IN A DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11379 PAGE 379 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 84, Pages 103A, 103B, 103C, 103D, 104A, 104B, 104C, 104D, 105A, and 105B, and from which a ½-inch iron rod found at a Point of Curvature on the said northwest line bears, S 89° 41' 37" W, a distance of 37.53 feet;

THENCE, crossing the said 1441.33 acre tract, the following four (4) courses:

1. N 61° 56' 04" E, a distance of 161.06 feet to an angle point hereof,
2. N 16° 56' 04" E, a distance of 150.00 feet to an angle point hereof;
3. N 56° 56' 04" E, a distance of 140.00 feet to an angle point hereof, and
4. N 40° 40' 57" E, a distance of 362.31 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 22° 20' 07" W, a distance of 326.00 feet.

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

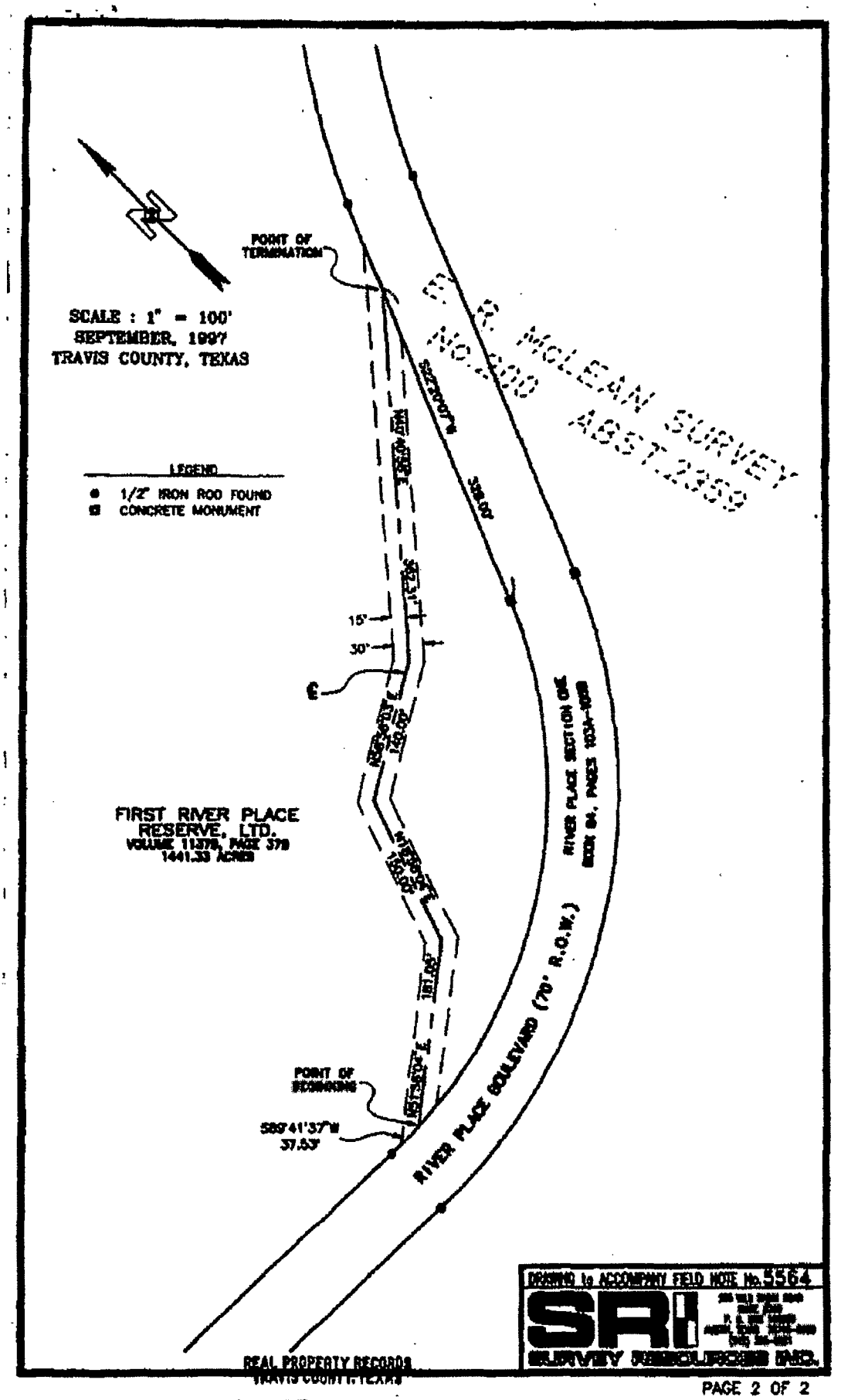
That I, Donald J. Kirby, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during June, 1994 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of September, 1997 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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13157 0574


POINT OF TERMINATION
SCALE : 1" = 100'
SEPTEMBER, 1997
TRAVIS COUNTY, TEXAS
LEGEND
1/2" IRON ROD FOUND
CONCRETE MONUMENT
FIRST RIVER PLACE RESERVE, LTD.
VOLUME 11378, PAGE 378
1441.33 ACRES
P.R. MOLEAN SURVEY
NO. 2110
ABST. 2350
S22°53'11"E
358.07'
15'
30'
℄
N67°06'49"W
140.00'
S22°53'11"E
160.00'
S67°06'49"E
140.00'
S22°53'11"E
181.00'
POINT OF BEGINNING
S89°41'37"W
37.53'
RIVER PLACE BOULEVARD (70' R.O.W.)
RIVER PLACE SECTION ONE
BOOK 84, PAGES 1034-1038
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
DRAWING to ACCOMPANY FIELD NOTE No. 5564
SRI
SURVEY RESOURCES INC.

FILED

98 APR -6 PM 3:10

DANA DEBEAUVOIR
COUNTY CLERK
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 hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as

APR 6 1998

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: 00010157 TRANS: 47057 DEPT: REGULAR RECORD $15.00
CARRIER: HAND FILE DATE: 4/6/98 TRANS DATE: 4/3/98
PAID BY: CHECK 22527

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13157 0576

EXHIBIT 5D

DOC. NO.
93022562

FILM CODE
00004937345

16
7

WASTEWATER UTILITY EASEMENT

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

11.00 INDX
2:11 PM 5678 3 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:

5.00 RECM
2:11 PM 5678 3 3 03/04/93
16.37-CHK#
930225.62-DOC#

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

By: John W. Graveler
Printed Name: John W. Graveler
Title: Authorized Agent

Date: 2/25/93

APPROVED AS TO FORM:
Don Sallinger 3-3-93
CITY OF AUSTIN
WATER AND WASTEWATER UTILITY

145 REAL/ltr/3405/022493
FILED FOR RECORD
TRAVIS COUNTY, TEXAS

11885 0055

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 25, 1993 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: _____
Commission Expires: _____

AFTER RECORDING, RETURN TO:

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

BARBARA K. SAMPSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-26-95

1450.1/LLP/1405/022493

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11885 0056

Exhibit "A"

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

F.N. 4644 (DJK)
February 9, 1993
SRI Job No. 1881-15

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 "H" OF THE RIVERPLACE SECTION 6, A PLAT RECORDED IN PLAT BOOK 91, 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 FUTHER 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 Shelter 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 114.16 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 "H" 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 Shelter Cove to the southeasterly line of Lot 5.

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

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.

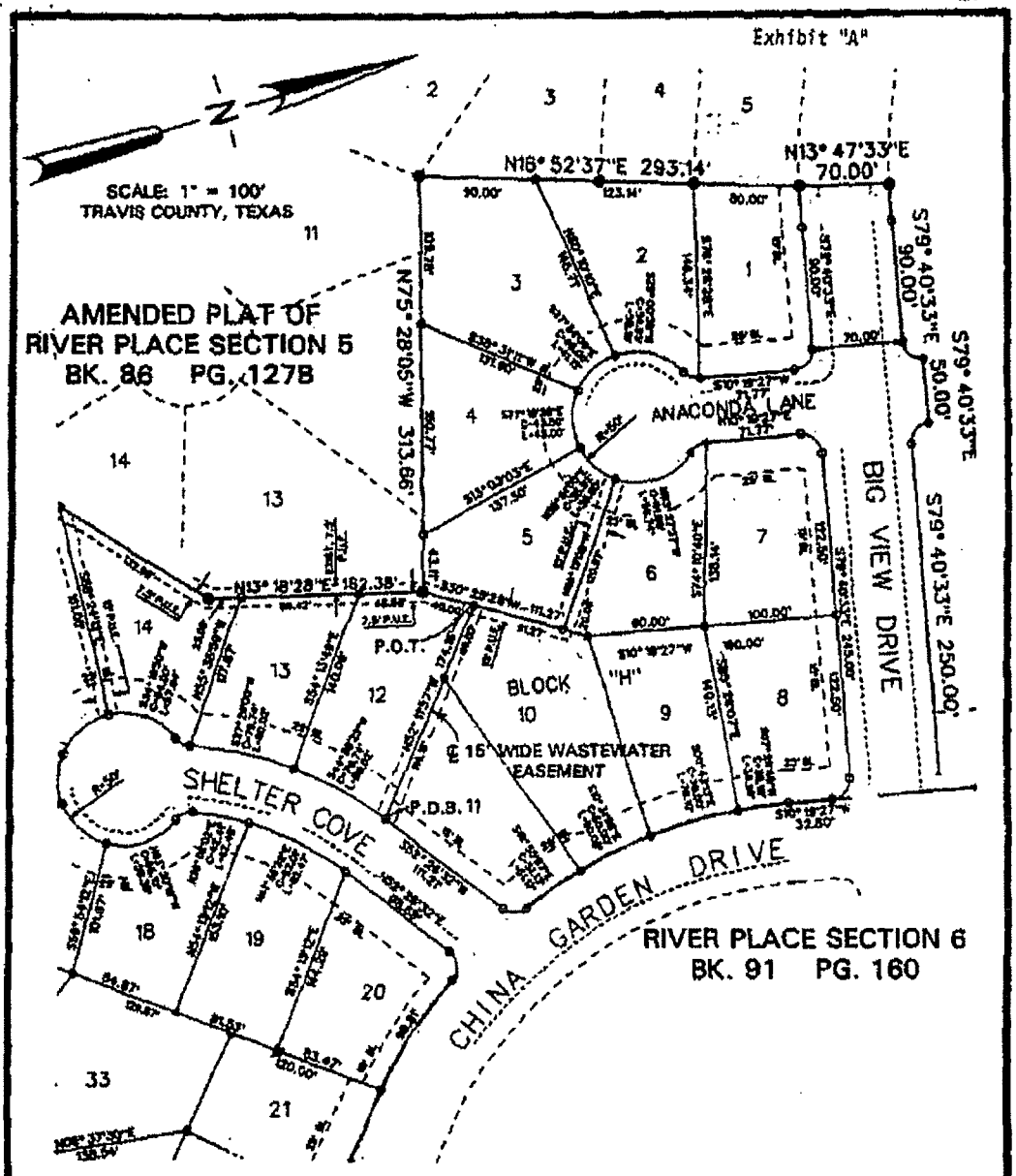
SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS REGISTERED DONALD J. KIRBY #2508 PROFESSIONAL LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11885 0057

Exhibit "A"



LEGEND
- ● 1/2" IRON ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11885 0058
11885 0058

SURVEY RESOURCES, INC.
916 CAPITAL OF TEXAS HWY. S.
P. O. BOX 162690
AUSTIN, TEXAS 78716-2690
(512) 328-8221

SKETCH TO ACCOMPANY
FIELD NOTE NO. 4644

FILED

1993 MAR -4 PM 2:10

DANA DE BEAUVOIR
COUNTY CLERK
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 hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as

MAR 4 1993

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11885 0059

EXHIBIT 5E

DOC. NO.
93095843

FILM CODE
00005011438

1402

PUBLIC UTILITY EASEMENT

1440 PM 6296 — 9.00 INDX — 3 5 08/18/93

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

1440 PM 6296 — 5.00 RECM — 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., it's 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 (Grantor), 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 or 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 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 17th day of August, 19 93.

First River Place Reserve, Ltd., a Texas Limited Partnership.
By: Texas Highlands, Inc., a Texas Corporation, it's 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. SAMPSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-28-95

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

AFTER RECORDING, RETURN TO:

Frank Del Castillo
Espey, Huston & Associates, Inc.
916 Loop 360 South
Austin, Texas 78746

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12002 0163

"EXHIBIT A"

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

F.N. 4713 (RLM)
July 27, 1993
SRI Job No. 1898-01

A DESCRIPTION OF THE CENTERLINE OF A 15 FOOT WIDE STRIP OF LAND OUT OF THE H. E. & W. T. RAILROAD COMPANY SURVEY NO. 189, BEING OUT OF A 1441.39 ACRE TRACT OF LAND DESCRIBED IN THAT DEED TO FIRST RIVER PLACE RESERVE, LTD., AS RECORDED IN VOLUME 11378, PAGE 379 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 1/2-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. C8-93-068.0S.2c, 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 69.02 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 8658, Page 65 of the Travis County Deed Records.

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

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 1993 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 1993, A.D.

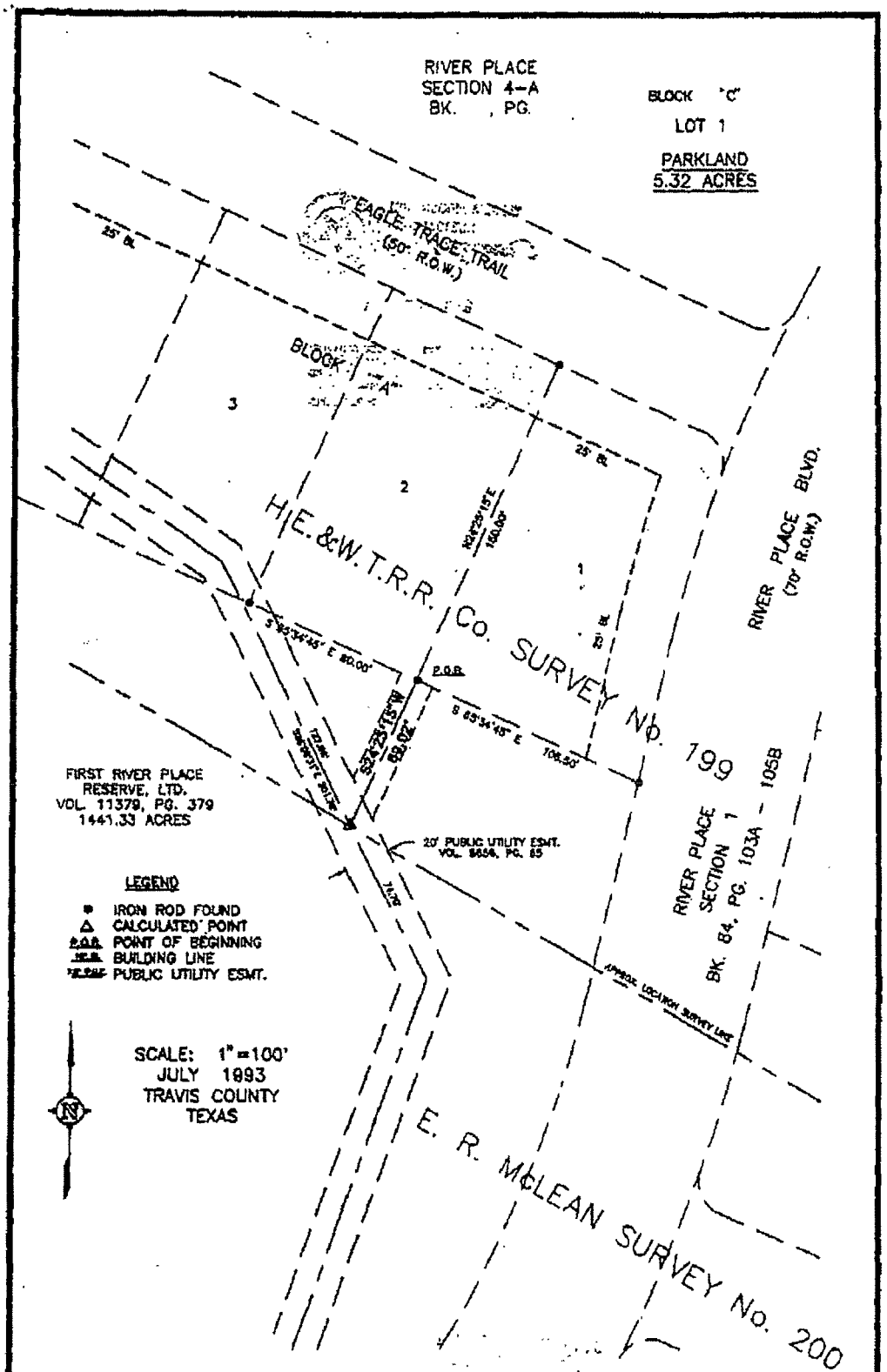
SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS
REGISTERED
DONALD J. KIRBY
#2509
PROFESSIONAL
LAND SURVEYOR

Donald J. Kirby
Registered Professional Land Surveyor
Reg. 2509 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12002 0164



SURVEY RESOURCES, INC.
816 CAPITAL OF TEXAS HWY. S.
P. O. BOX 163660
AUSTIN, TEXAS 78716-3660

SKETCH TO ACCOMPANY
FIELD NOTE 4713

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
Travis County, Texas

12002 0165

[illegible] 3199

FILED

93 AUG 18 AM 11:55

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

[illegible]

AUG 18 1993

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS [illegible] TEXAS

12002 0166

EXHIBIT 5F

FILM CODE

00005086207

1300/KH

LIFT STATION EASEMENT

7.00 INDX
1 3 01/26/94

5.00 RECR
1 3 01/26/94

1.00 SEC
1 3 01/26/94
20.68-CHK

THE STATE OF TEXAS (

(KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS (

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, place or parcel of land, lying and being situated in the County or 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 THEREOF, 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

BARBARA K. SAMPSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-26-95

AFTER RECORDING, RETURN TO:

Frank Del Castillo
Espey, Huston & Associates, Inc.
816 Loop 360 South
Austin, Texas 78746

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12110 0655

EXHIBIT "A"

0.045 Acres
River Place
Section 7B
Lift Station

F.N. 4753 (JJM)
October 17, 1993
SRI Job No. 1961-57
Ref: SRI Plat No. E001-1961-02

A DESCRIPTION OF 0.045 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 11379, PAGE 379 OF THE TRAVIS COUNTY DEED RECORDS; THE SAID 0.045 ACRES, AS SHOWN ON THE PLAT OF THE PROPOSED SUBDIVISION KNOWN AS RIVER PLACE SECTION 7B, CITY OF AUSTIN PLANNING DEPARTMENT NO.C8-93-068.09.6A, 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 80.52 feet, and

2. a distance of 46.67 feet with an arc of a curve to the left, whose central angle is 03° 38' 16", with a radius of 735.00 feet and whose chord bears S 30° 16' 36" W, a distance of 46.67 feet to the POINT OF BEGINNING of the herein described 0.045-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° 49' 15" with a radius of 735.00 feet and whose chord bears S 28° 32' 46" 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° 38' 04" W, a distance of 40.83 feet,

2. N 27° 21' 56" 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 0.045 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 October 1993 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of October, 1993 A.D.

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

STATE OF TEXAS
REGISTERED
DONALD J. KIRBY
#2508
PROFESSIONAL
LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12110 0656

S.16 32

FILED

Jan 26 3 56 PM '94

DANA DEBEAUVOIR
COUNTY CLERK
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 hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as

JAN 26 1994

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 54 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.

14801.1/SP/JRA/1050/041394

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12261 0395

8. Binding Effect. This Agreement shall bind and inure 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. Gravenor
John W. Gravenor
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. Gravenor, Authorized Agent of Texas Highlands, Inc., a Texas corporation, on behalf of said limited partnership

JODY L. BICKEL
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-24-98

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

FILED
94 AUG 30 AM 11:01
OANA DE BEAUVOIR
COUNTY CLERK
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 hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

AUG 30 1994

COUNTY CLERK
TRAVIS COUNTY, TEXAS

14801.1/SP/JBA/1050/041394

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12261 0396

EXHIBIT 5H

13.00

ACCESS EASEMENT AGREEMENT

FILM CODE

00005287120

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

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 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/SPA/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. 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 17th of May, 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

(Seal)

KELLY EWING JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-28-99

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12439 1057

FILED

95 MAY 17 PM 4:09

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 date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

MAY 17 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: AC0001510 TRANS#: A3864 DEPT: REGULAR P

CASHIER: MARC FILE DATE: 5/17/95 TRANS DATE:
PAID BY: CHECK# 4821

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12439 1058

EXHIBIT 5I

FILM CODE
00005321737

ACCESS EASEMENT AGREEMENT

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

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.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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 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.

(Seal)

KELLY EWING JOHNSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-28-99

Kelly Ewing Johnson
Notary Public Signature

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1559

AUSTIN SURVEYORS
P.O. BOX 180243
AUSTIN, TX 78718

2105 JUSTIN LANE #111
TELEPHONE (512) 454-6605

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.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A

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.

STATE OF TEXAS
REGISTERED
CLAUDE F. HINKLE JR.
4629
PROFESSIONAL
LAND SURVEYOR

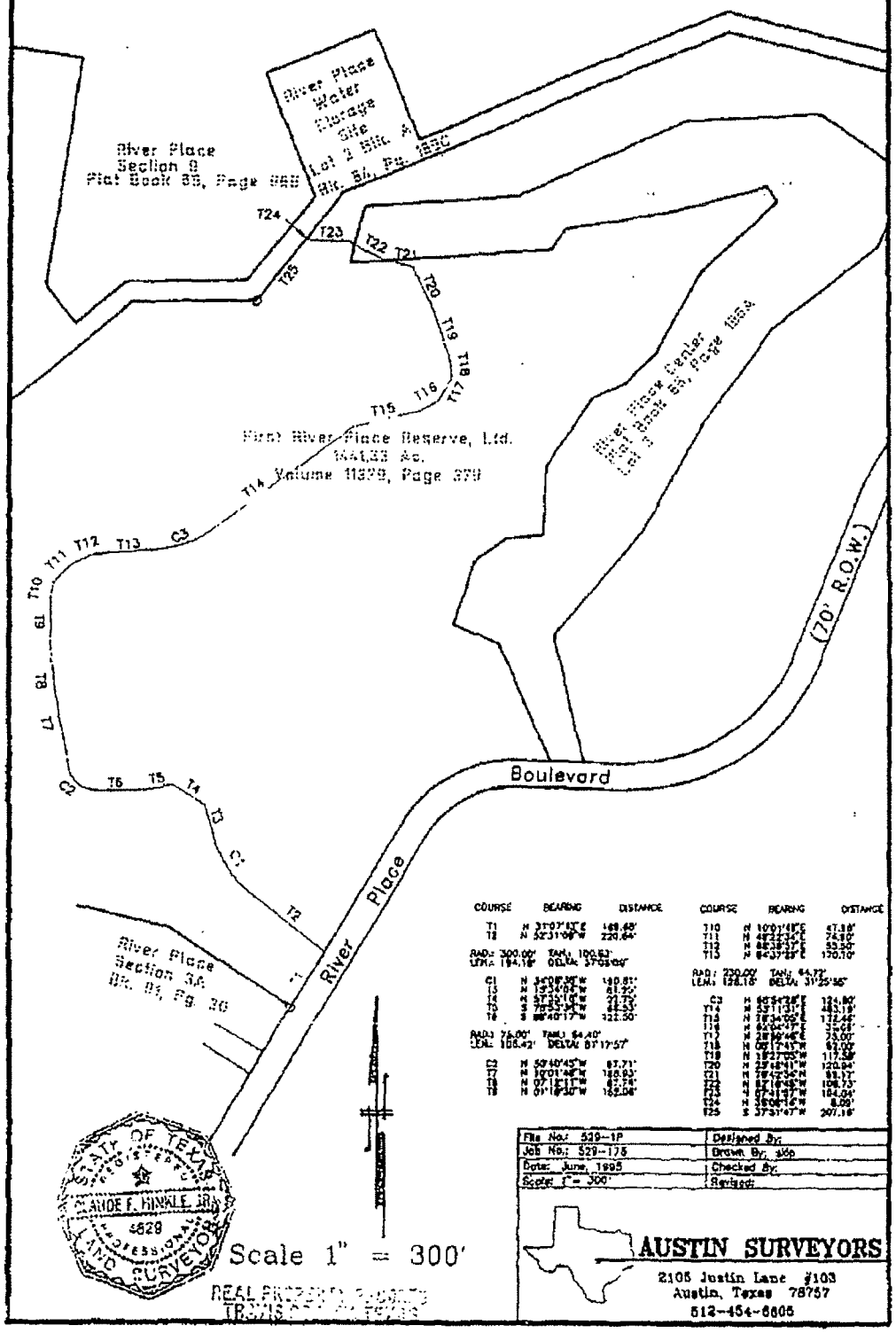
Claude F. Hinkle, Jr.
R.P.L.S. #4629

6-15-95

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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



COURSE	BEARING	DISTANCE
T1	N 27°07'15"E	169.65'
T2	N 52°31'09"W	220.64'
RAD.: 300.00'	TAN.: 100.63'	
LEN.: 194.19'	DELTA: 37°05'04"	
C1	N 34°08'39"W	190.81'
T13	N 15°34'07"E	81.92'
T14	N 51°35'10"W	71.75'
T15	N 37°55'10"W	87.75'
T16	S 88°40'17"W	322.50'
RAD.: 75.00'	TAN.: 64.40'	
LEN.: 108.42'	DELTA: 81°17'57"	
C2	N 50°40'45"W	87.71'
T17	N 10°01'46"E	165.93'
T18	N 07°18'15"W	87.75'
T19	N 01°18'30"W	162.06'

COURSE	BEARING	DISTANCE
T10	N 10°01'46"E	67.38'
T11	N 48°32'34"E	74.50'
T12	N 88°39'15"E	93.50'
T13	N 84°37'59"E	155.70'
RAD.: 230.00'	TAN.: 64.77'	
LEN.: 126.15'	DELTA: 31°25'46"	
C3	N 68°54'38"E	124.60'
T14	N 53°11'31"E	183.19'
T15	N 78°34'05"E	172.46'
T16	N 65°04'17"E	35.68'
T17	N 28°59'48"E	25.00'
T18	N 09°17'43"W	93.00'
T19	N 15°27'05"W	117.58'
T20	N 29°58'51"W	120.84'
T21	N 78°25'54"W	85.17'
T22	N 87°18'58"W	108.75'
T23	N 87°31'57"W	184.04'
T24	N 88°04'16"W	8.00'
T25	S 37°51'47"W	207.18'

File No.: 529-1P	Designed By:
Job No.: 529-175	Drawn By: slp
Date: June, 1995	Checked By:
Scale: 1" = 300'	Revised:

STATE OF TEXAS
REGISTERED
CLAUDE F. HINKLE JR.
5629
PROFESSIONAL
LAND SURVEYOR

AUSTIN SURVEYORS
2106 Justin Lane #103
Austin, Texas 78757
512-454-6805

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

FILED

95 AUG 15 PM 4:40

DANA DEBEAUVOIR
COUNTY CLERK
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 hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as

AUG 15 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12501 1563

EXHIBIT 5J

PUBLIC UTILITY EASEMENT

FILM CODE

00005331239

THE STATE OF TEXAS §

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

57638.1/SPA/DAM/105B/082995

12516 0966

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 31, 1995, 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.

(Seal)

JODY L. BICKEL
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-24-98

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, State of Texas
My Commission Expires
AUG. 1, 1998

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

57638.1/SPA/DAH/1058/082995

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0967

[redacted]

EXHIBIT "A"

20 Foot Wide Public Utility Easement
River Place Water Storage Site

F.N. 5162 (JAY)
August 27, 1996
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 84, 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 ½-inch iron rod found being a northerly corner of said Lot 2, Block A, being in the southwesterly line of River Place Section 9, a subdivision, as recorded in Book 85, Pages 96B-97A, of the Plat Records of Travis County, Texas, being an ell 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 276.40 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 1.36 feet to a corner of 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° 35' 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 38.56 feet to a point for the POINT OF BEGINNING;

THENCE leaving the said fence and continuing to cross the said lot, S 37° 45' 20" W, a distance of 276.58 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 Deed Records of Travis County, Texas for the POINT OF TERMINATION.

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 August, 1995 under my direction and supervision.

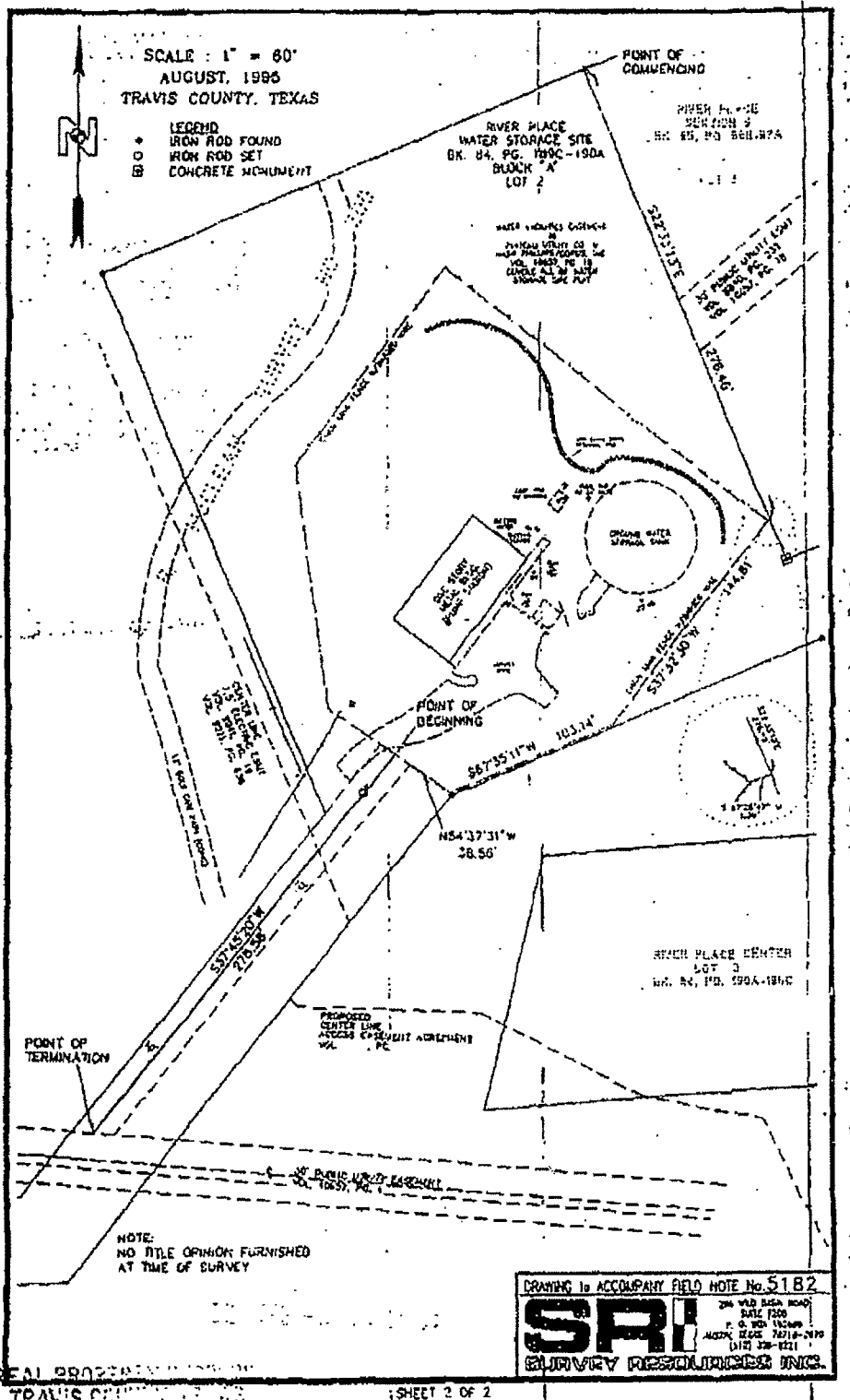
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of August, 1995 A.D.

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

STATE OF TEXAS REGISTERED DONALD J. KIRBY 12508 PROFESSIONAL LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12516 0968



SHEET 2 OF 2

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0969

FILED

95 SEP -6 PM 3:31

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM:
ORIGINAL IS OF POOR QUALTY!!

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

SEP 6 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: [illegible] TYPE#: [illegible] CERT RECEIVED [illegible]
CASHIER: [illegible] FILE DATE: 9/6/95 TRANS DATE: 9/6/95
PAID BY: CHECK 3334

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0970

EXHIBIT 5K

1748

PUBLIC UTILITY EASEMENT

FILM CODE

00005331240

THE STATE OF TEXAS §

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

57638.1/SPA/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. 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.

(Seal)

JODY L. BICKEL
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-24-98

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, State of Texas
My Commission Expires
AUG. 1, 1998

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

57638.1/SPA/DAN/1058/082995

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0972

[redacted]

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 ½-inch iron rod found being a northerly corner of said Lot 2, Block A, being in the southwesterly line of River Place Section 9, a subdivision, as recorded in Book 85, Pages 96B-97A, of the Plat Records of Travis County, Texas, being an ell 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 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' 56" W, a distance of 60.36 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 162690
Austin, Texas 78716-2690

STATE OF TEXAS REGISTERED DONALD J. KIRBY #2508 PROFESSIONAL LAND SURVEYOR

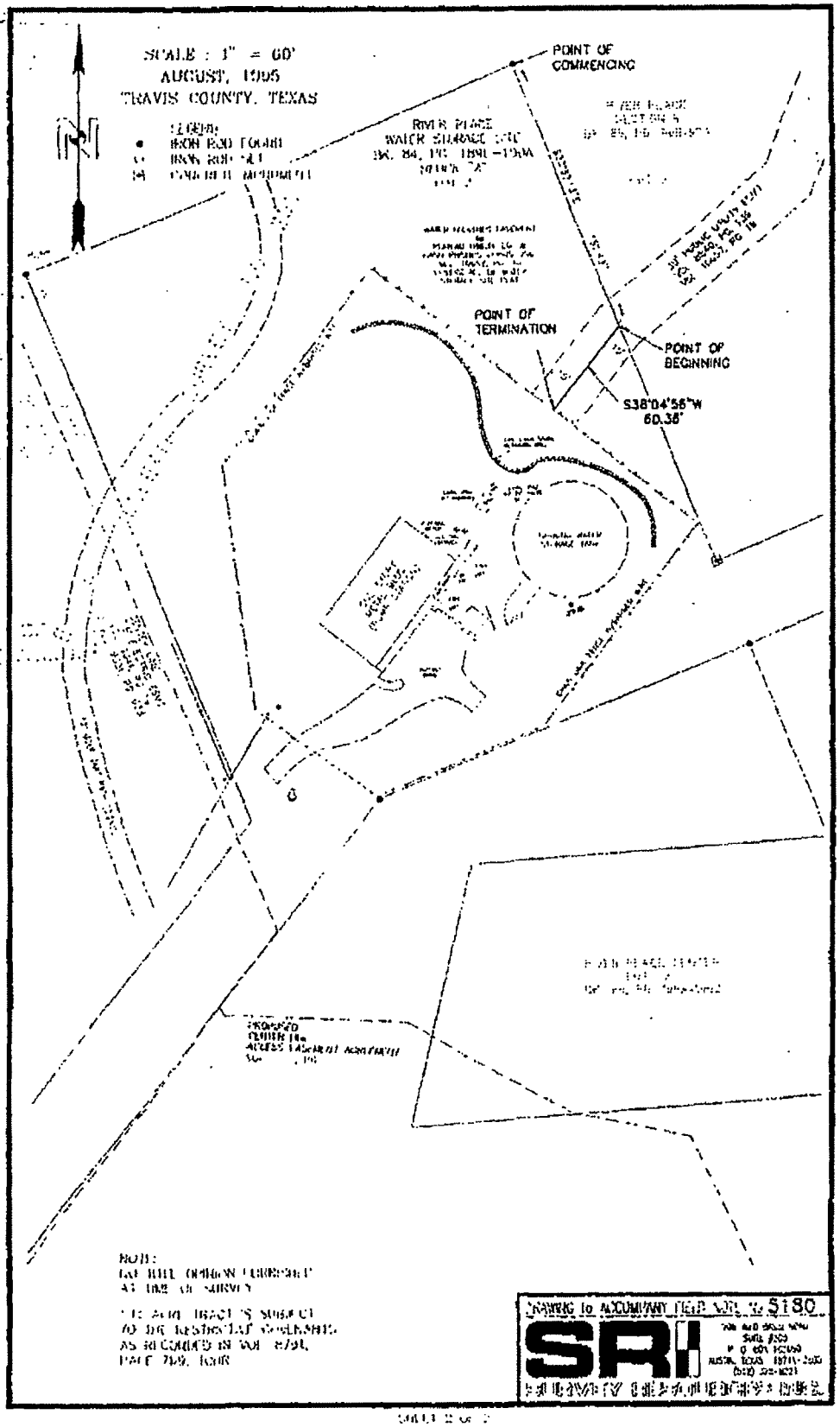
Donald J. Kirby
Registered Professional Land Surveyor
No. 2508 - State of Texas

EXHIBIT A

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0973

[redacted]



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0974

FILED

95 SEP -6 PM 3:32

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM:
ORIGINAL IS OF POOR QUALTY!!

STATE OF TEXAS — COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

SEP 6 1995

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12516 0975

EXHIBIT 5L

DSI-AUS-77389-1/11-19-96/JMN

21.

FILM CODE 00005515025

.STATE OF TEXAS §
§
COUNTY OF TRAVIS §

GRANT OF EASEMENT

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.

01 - 960404 - JCB

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0001

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: _____
Name: Stephen A. Lowder
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. Lowder, President of MaBe, Inc., a Texas corporation, on behalf of said corporation.

CINDY E. ETHEL
NOTARY PUBLIC
THE STATE OF TEXAS
COMMISSION EXPIRES
11-02-97

_____
Notary Public, State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0002

DS1-AUS-77389-1/11-19-96/JMN

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, Jr. V.P. of Fidelity Bank, N.A. on behalf of said Fidelity Bank, N.A.

CINDY E. ETHEL
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
11-02-97

Cindy E. Ethel
Notary Public - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0003

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 MaBe, 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.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0004

SKETCH TO ACCOMPANY FIELD NOTES

SHEET 1 OF 2

EXHIBIT "B"



N.T.S.

EASEMENT
3,401 SQUARE FEET

EASEMENT "B"
0.721 ACRES

EASEMENT "A"
1.349 ACRES

FIRST RIVER PLACE RESERVE, LTD.
VOL. 11378, PG. 379, R.P.R.T.C.

RESIDUE OF 268.7745 ACRES
LANTOWER REALTY, INC.
TO
MoBe, INC.
VOL. 12165, PG. 2251, R.P.R.T.C.

PROPOSED R-O-W

PROPOSED R-O-W

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

WESTMINSTER GLEN
PHASE 1
VOL. 85, PG. 101B, P.R.T.C.

NORMA ROOKE CANFIELD
VOL. 3497, PG. 431, D.R.T.C.

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

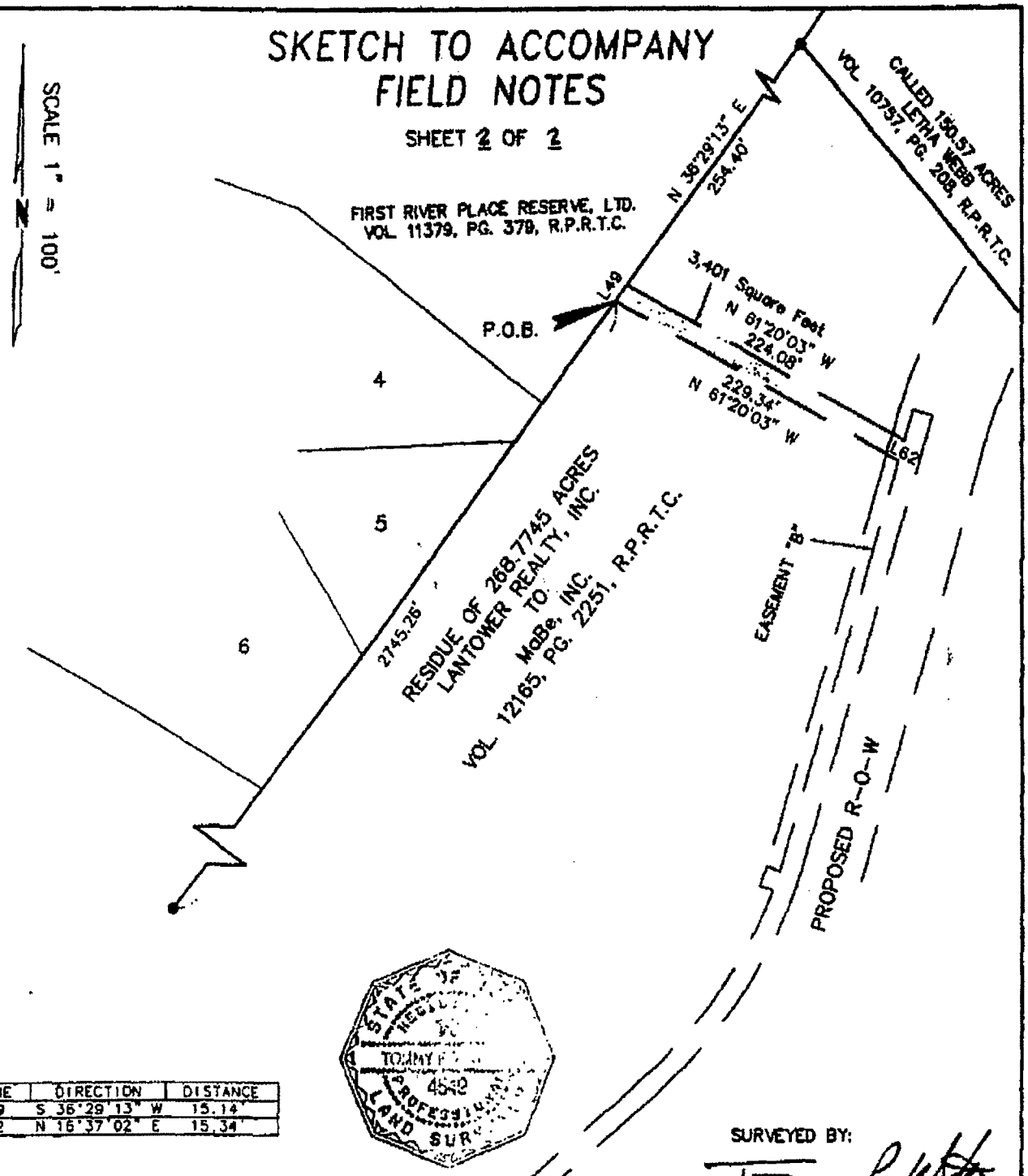
12822 0005

CUNNINGHAM-ALLEN, INC.

3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TEXAS 78746
PHONE (512) 327-2946
FAX (512) 327-2973

SKETCH TO ACCOMPANY FIELD NOTES

SHEET 2 OF 2



LINE	DIRECTION	DISTANCE
L49	S 36°29'13" W	15.14'
L62	N 16°37'02" E	15.34'

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS
4549
PROFESSIONAL
LAND SURVEYOR

SURVEYED BY:

Tommy P. Watkins

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

CUNNINGHAM–ALLEN, INC.

3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TEXAS 78746
PHONE (512) 327-2946
FAX (512) 327-2973

CLIENT: STEVE LOWDER
DATE: 11/8/96
OFFICE: tpw\vw
CREW:
F.B.:
PROJ #: 71-0350
FILE NAME: E:\710350\20\7103ESM.DWG

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12822 0006

AFTER RECORDING RETURN TO:
ATTN: JOHN Bruce
STEWART TITLE
PO BOX 1806
AUSTIN, TX 78767

FILED

96 NOV 26 PM 12:51

DANA [illegible] COUNTY CLERK
TRAVIS [illegible] TEXAS

STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the Official RECORDS of Travis County, Texas, as

NOV 26 1996

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: 600054007 TRANS#: A5977 DEPT: REGULAR RECORD $21.00
CASHIER: BATUE FILE DATE: 11/26/96 TRANS DATE: 11/26/96
PAID BY: CHECK# 3691

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12822 0007

EXHIBIT 5M

50.440

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***").

ORIGINAL FILED FOR RECORD

RECITALS:

WHEREAS, First River Place Reserve, Ltd., a Texas limited partnership, and 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: _____
Name: STEVEN HELD
Title: PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

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.

[SEAL]

PETRA HURLIMANN
Notary Public, State of Texas
My Commission Expires
August 25, 2010

My Commission Expires: 8-25-2010

_____
Notary Public - State of Texas

Petra Hurlimann
Printed Name of Notary Public

ASSIGNEE:

RIVER PLACE MUNICIPAL UTILITY DISTRICT

By: _____
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.

[S E A L]

_____
Notary Public - State of Texas

My Commission Expires: 12.27.2010

JENNIFER WAITS
Printed Name of Notary Public

JENNIFER WAITS
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-27-2010

EXHIBIT "A"

Access Easement Agreement

(see attached)

EXHIBIT "A"

RETURN TO:
ALAMO TITLE COMPANY
3305 NORTHLAND DR., #100
AUSTIN, TEXAS 78731
GF# 98116215-9

FILM CODE
00005859175

(9)

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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 REPRESENTATIONSOR 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 REPRESENTATIONSOR 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 IMPROVEMENTSON 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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

related to Grantor's construction, maintenance, or repair of the Facilities or Grantor's use of the Facilities; and Grantor shall indemnify and hold harmless Grantee 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 Grantee, or Grantee's tenants, contractors, agents or invitees. This provision shall survive the termination of this Easement Agreement.

10. 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 non-prevailing party reasonable expenses, attorney's fees, and costs. Further, Grantee does hereby agree to defend and hold Grantor harmless from any and all claims or causes of action of any nature made against Grantor by any person or other claimant which results from or relates to the Easement, whether directly or indirectly, in whole or in part.

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

12. No Waiver. Except for a written waiver signed by Grantor, any action or inaction by Grantor with respect to any provision of this Access Easement Agreement, including, but not limited to, Grantor's failure to enforce any provision of this Access Easement Agreement, shall not constitute a waiver of that provision or any other provision of this Access Easement Agreement. Any waiver by Grantor of any provision of this Access Easement Agreement shall not constitute a waiver of any other provision of this Access Easement Agreement.

13. Assignment. The rights and obligations of Grantee hereunder may be assigned by Grantee, but only by written instrument pursuant to which the assignee expressly assumes the obligations of Grantee under this Agreement and only upon the delivery to Grantor of a copy of the executed assignment and filing a copy of the same in the Travis County Real Property Records.

14. Headings. Any section headings in this Access Easement Agreement are for reference only and shall not modify or affect the interpretation of this Access Easement Agreement in any manner whatsoever.

15. Title. Grantor hereby binds itself, its successors and assigns, to warrant and defend title to the Easement unto Grantee, its successors and assigns forever against every person whomsoever lawfully claiming or to claim such herein described property or any part thereof by, through, or under Grantor, but not otherwise. This grant is made subject to any and all easements, covenants, restrictions and matters of record or visible on the ground, to the extent in force and effect and applicable to the Easement Tract.

IN WITNESS WHEREOF, this instrument is executed this 11 day of JAN, 1999.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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:

BSL GOLF/AUSTIN CORPORATION,
a Texas corporation

By: _____
Name: Richard L. Bisio
Title: Pres

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th of January, 1999 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 corporation and partnership.

GERALDINE CONE
Notary Public, State of Texas
My Commission Expires 6/30/2000

Geraldine Cone
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th of January, 1999 by Richard L. Bisio the President of BSL Golf Corp., a Texas corporation, on behalf of said corporation.

GERALDINE CONE
Notary Public, State of Texas
My Commission Expires 6/30/2000

Geraldine Cone
Notary Public Signature

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0418

EXHIBIT "A"

[FRP Tract]

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

River Place
1441.33 Acres

FN 4318R1 (DJQ)
December 11, 1990
SRI Job No. 1990-01
Reference SRI Drawing
#5025-1464-01R

EXHIBIT A

Property Description

A 1441.33 ACRE TRACT OF LAND OUT OF THE W.R. HOBBS SURVEY NO. 466, W.R. HOBBS SURVEY NO. 467, E.R. MCLEAN SURVEY NO. 200, IRVIN RAILROAD SURVEY NO. 42, DAY AND LAND CATTLE CO. SURVEY NO. 1, CHARLES CLARK SURVEY NO. 512, D. & W. RAILROAD SURVEY NO. 71, MRS. DOLLIE WOODUL SURVEY NO. 2, R.L. PRIECE SURVEY NO. 2, HOUSTON EAST & WEST RAILROAD SURVEY NO. 199, LOUIS FRITZ SURVEY NO. 291, B. PAYNE SURVEY NO. 288 AND THE WILLIAM BELL SURVEY NO. 802 IN TRAVIS COUNTY, TEXAS. SAID 1441.33 ACRE TRACT BEING A PORTION OF THAT 1447.23 ACRE TRACT I AND ALL OF THAT 6.5 ACRE TRACT II AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM STEVE TOPLETZ, TRUSTEE TO LAMAR REAL ESTATE SERVICES, INC, TRUSTEE, AS RECORDED IN VOLUME 10186 PAGE 410 OF THE TRAVIS COUNTY, TEXAS, DEED RECORDS; AND REFERENCED IN THAT CERTAIN TRANSFER AND ASSIGN DOCUMENT FROM LAMAR SAVINGS ASSOCIATION TO SOUTHWEST SAVINGS ASSOCIATION, RECORDED IN VOLUME 10703, PAGE 1 OF THE TRAVIS COUNTY, TEXAS, DEED RECORDS AND BEING FURTHER REFERENCED IN THAT CERTAIN MASTER DEED OF RESOLUTION TRUST CORPORATION AS RECEIVER OF SOUTHWEST SAVINGS ASSOCIATION TO SOUTHWEST FEDERAL SAVINGS ASSOCIATION AS RECORDED IN VOLUME 11222, PAGE 3 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID 1441.33 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set in the south right-of-way line of FM 2222 (varying width) for the northeast corner of Lot 1 of "River Place Center", a subdivision of record in Book 86 Pages 198A-198C of the Travis County, Texas Plat Records, also being the most northwest corner of "River Place Section 1", a subdivision of record in Book 84 Pages 103A-105B of the Travis County, Texas Plat Records.

THENCE with the south line of said FM 2222, being the north line of said "River Place Section 1", S 48° 30' 26" E, a distance of 308.54 feet to an iron rod found for the northeast corner of said "River Place Section 1,"

THENCE with the east line of said "River Place Section 1", S 29° 43' 03" W, a distance of 796.27 feet to an iron rod found for a southeast corner of said "River Place Section 1", being the northwest corner of a 0.35 acre tract as described in that deed to Don Engeling as recorded in Volume 8253, Page 979 of the Travis County, Texas Deed Records;

THENCE with the west line of said 0.35 tract, S 29° 43' 03" W, a distance of 204.08 feet to an iron rod set at the southwest corner of said 0.35 acre tract, being the northeast corner of a 0.96 acre tract as described in that certain quit claim deed to Steve Topletz, Trustee as recorded in Volume 8577, Page 469 of the Travis County, Texas Deed Records;

THENCE with the north line of said 0.96 acre tract, N 60° 02' 22" W, a distance of 10.00 feet to an iron rod set for the northwest corner of said 0.96 acre tract;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0420

THENCE with the westerly line of said 0.96 acre tract the following four (4) courses and distances:

1. S 23° 43' 03" W, a distance of 1607.08 feet to an iron rod found,
2. S 21° 55' 43" W, a distance of 1332.58 feet to an iron rod set,
3. S 08° 47' 25" W, a distance of 736.24 feet to an iron rod set, and
4. S 20° 44' 22" W, a distance of 488.45 feet to an iron rod set for the southwest corner of said 0.96 acre tract,

THENCE with the north line of said 1447.23 acre tract being south line of said 0.96 acre tract, S 59° 57' 16" E, passing at a distance of 10.00 feet the southeast corner of said 0.96 acre tract, being the southwest corner of a tract of land described in that certain deed to Robert V. Thurmond, Jr. recorded in Volume 2722 Page 426 of the Travis County, Texas Deed Records, continuing with said north line of the 1447.23 acre tract being the south line of said Thurmond tract a total distance of 354.22 feet to an iron pipe found;

THENCE continuing with said north line of the 1447.23 acre tract being the south line of said Robert V. Thurmond, Jr. tract, S 60° 08' 31" E, passing at a distance of 2072.94 feet a point for the southeast corner of said Robert V. Thurmond, Jr. tract, continuing with the said north line of the said 1447.23 acre tract in conflict with that tract of land described in that deed to Sunbelt Savings Association of Texas as recorded in Volume 10129, Page 1 of the Travis County, Texas Deed Records, for a total distance of 3548.31 feet to an iron pipe found;

THENCE continuing with said north line of the 1447.23 acre tract the following two (2) courses and distances:

1. S 58° 43' 08" E, a distance of 151.43 feet to an oak tree in a fence, and
2. S 54° 30' 16" E, a distance of 69.76 feet to a 30d nail found in a fence corner post, from which a 1/2-inch iron rod found in a rock mound found for the northwest corner of that tract described in that deed to Lesha Webb as recorded in Volume 10787, Page 208 of the Travis County, Texas Deed Records, bears N 44° 28' 18" E, a distance of 11.24 feet;

THENCE with the east line of said 1447.23 acre tract being in conflict with said Webb tract S 36° 27' 28" W, a distance of 1382.15 feet to an 18-inch ash tree;

THENCE continuing with said east line the 1447.23 acre tract being in conflict with said Webb tract passing at 289.10 feet, 3.17 feet right an iron rod found for the northwest corner of that tract as described in that deed to Consolidated Federal Bank FSB as recorded in Volume 10814, Page 113

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

of the Travis County, Texas Deed Records and continuing in conflict with said Consolidated Federal Bank tract, S 36° 40' 10" W, a distance of 3316.39 feet to an iron rod found;

THENCE continuing with said east line of the 1447.23 acre tract being the west line of said Bank tract, S 30° 23' 23" W, a distance of 1238.52 feet to a 3/4 inch iron pipe found for the most northerly corner of Lot 42, Phase One, Glenlake Subdivision, as recorded in Book 77, Pages 233-239 of the Plat Records of Travis County, Texas, said point also being the southwesterly corner of said Consolidated Bank tract, and also being the beginning of Segment I of a boundary line agreement between Lake Austin Properties, Ltd. and Walter Caven, Trustee, as recorded in Volume 8116, Page 199, and corrected in Volume 8171, Page 43, Travis County Deed Records, said point also being the northeast corner of that tract of land as described in that deed to Chas Schreiner Bank as recorded in Volume 10807, Page 805 of the Travis County, Texas Deed Records;

THENCE with the south line of said 1447.23 acre tract along said boundary line agreement, being the north line of said Schreiner Bank tract the following three (3) courses and distances:

1. S 72° 05' 38" W, a distance of 4009.85 feet to an iron rod found,
2. S 26° 43' 26" W, a distance of 312.53 feet to an iron rod set, and
3. S 08° 10' 28" W, a distance of 209.50 feet to a point being the approximate centerline of a slough;

THENCE continuing with said boundary line agreement, being an easterly line of said 1447.23 acre tract also being a westerly line of said Schreiner Bank tract, along the approximate centerline of said slough the following eleven (11) courses and distances:

1. S 78° 34' 04" E, a distance of 55.21 feet to a point,
2. S 77° 22' 56" E, a distance of 66.17 feet to a point,
3. S 59° 20' 14" E, a distance of 68.81 feet to a point,
4. S 45° 07' 32" E, a distance of 35.14 feet to a point,
5. S 21° 02' 59" W, a distance of 41.13 feet to a point,
6. S 24° 57' 16" W, a distance of 112.83 feet to a point,
7. S 50° 35' 45" W, a distance of 59.94 feet to a point,
8. S 49° 26' 37" W, a distance of 80.25 feet to a point,
9. S 11° 14' 35" W, a distance of 221.72 feet to a point,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10. S 35° 01' 23" W, a distance of 87.19 feet to a point, and

11. S 16° 29' 29" W, a distance of 570.21 feet to a point at the approximate mouth of said slough on the north shore of Lake Austin and the end of Segment I of said boundary line agreement;

THENCE along the north shore of Lake Austin the following four (4) courses and distances:

1. S 60° 43' 08" W, a distance of 114.47 feet to a point,

2. S 53° 03' 36" W, a distance of 624.91 feet to a point,

3. S 50° 47' 16" W, a distance of 2197.12 feet to a point, and

4. S 54° 44' 35" W, a distance of 1017.06 feet to an iron rod found for the southeast corner of a tract of land conveyed to Randall A. Miller by those certain deeds recorded in Volume 7695, Page 724 and Volume 7715, Page 984 of the Travis County, Texas Deed Records;

THENCE leaving the edge of Lake Austin around said Randall A. Miller tract the following six (6) courses and distances:

1. N 00° 53' 35" W, a distance of 287.25 feet to an iron rod found,

2. N 00° 52' 57" W, a distance of 410.68 feet to an iron rod found,

3. S 47° 13' 06" W, a distance of 246.90 feet to an iron rod found,

4. S 00° 54' 28" E, a distance of 293.21 feet to an iron rod found,

5. S 07° 03' 38" E, a distance of 201.09 feet to an iron rod found, and

6. S 35° 24' 16" E, a distance of 117.00 feet to a point on the said north shore of Lake Austin;

THENCE along said north shore S 60° 34' 24" W, a distance of 441.30 feet to a point for the beginning point of Segment II of said boundary line agreement being the southeast corner of that called 2 acre tract as described in that certain deed to First Federal Savings and Loan as recorded in Volume 10733, Page 786 of the Travis County, Texas Deed Records and referenced in that certain Master Deed of Resolution Trust Corporation as received of First Federal Savings and Loan Association of Laredo as recorded in Volume 11121, Page 181 of the Travis County Deed Records;

THENCE with a southerly line of said 1447.23 acre tract being a northerly line of said 2.00 acre tract passing the northwest corner of said 2.00 acre tract, and along a northerly line of that tract of land

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

described in that certain deed to Western Savings Association as recorded in Volume 10133, Page 77 of the Travis County, Texas Deed Records N 32° 45' 31" W, a distance of 553.54 feet to an iron rod found for a common ell corner of said 1447.23 acre tract, said Western Savings tract and said boundary line agreement;

THENCE with the westerly line of said 1447.23 acre tract also being the easterly line of said Western Savings Association tract and being said boundary line agreement, the following thirty-five (35) courses:

1. N 47° 09' 14" E, a distance of 969.72 feet to an iron rod found,
2. N 57° 36' 09" E, a distance of 1761.45 feet to an iron rod found,
3. N 51° 43' 35" E, a distance of 973.27 feet to an iron rod found,
4. N 50° 51' 16" E, a distance of 183.07 feet to an iron rod found,
5. N 72° 42' 06" E, a distance of 268.75 feet to an iron rod found,
6. N 16° 22' 15" E, a distance of 140.28 feet to an iron rod set,
7. N 15° 05' 54" E, a distance of 182.89 feet to an iron rod set,
8. N 00° 00' 05" E, a distance of 820.02 feet to an iron rod set,
9. N 38° 14' 54" W, a distance of 449.92 feet to an iron rod found,
10. N 11° 25' 37" W, a distance of 334.39 feet to an iron rod found,
11. N 08° 27' 23" E, a distance of 1215.59 feet to an iron rod found,
12. N 09° 22' 32" W, a distance of 700.07 feet to an iron rod found,
13. N 25° 58' 55" W, a distance of 1082.36 feet to an iron rod found,
14. S 84° 40' 12" E, a distance of 768.94 feet to an iron rod found,
15. N 06° 44' 24" W, a distance of 392.36 feet to an iron rod found,
16. N 09° 27' 00" E, a distance of 668.22 feet to an iron rod found,
17. N 14° 34' 37" W, a distance of 699.09 feet to an iron rod set,
18. N 03° 30' 19" E, a distance of 150.00 feet to an iron rod set,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

18. S 89° 22' 50" W, a distance of 629.48 feet to an iron rod found,

20. N 78° 50' 04" W, a distance of 809.93 feet to an iron rod found,

21. N 64° 48' 08" E, a distance of 1021.12 feet to an iron rod found,

22. N 13° 54' 21" E, a distance of 728.92 feet to an iron rod found,

23. N 25° 25' 04" E, a distance of 1170.50 feet to an iron rod found,

24. N 37° 53' 29" E, a distance of 1180.04 feet to an iron rod found,

25. N 23° 44' 16" E, a distance of 588.63 feet to an iron rod found,

26. S 64° 54' 39" E, a distance of 1127.56 feet to an iron rod found,

27. S 23° 34' 13" E, a distance of 250.67 feet to an iron rod found,

28. S 26° 47' 43" W, a distance of 478.90 feet to an iron rod found,

29. S 23° 27' 34" E, a distance of 250.86 feet to an iron rod found,

30. S 63° 19' 54" E, a distance of 772.72 feet to an iron rod set,

31. N 42° 57' 28" E, a distance of 182.47 feet to an iron rod set,

32. S 77° 49' 48" E, a distance of 413.91 feet to an iron rod found,

33. N 38° 50' 48" E, a distance of 859.55 feet to an iron rod found,

34. N 07° 48' 22" W, a distance of 172.10 feet to an iron rod found, and

35. N 48° 36' 50" W, a distance of 174.84 feet to an iron rod found for the southeast corner of Lot 21 Block C of River Place Section 4, a plat recorded in Book 85, Page 40 of the Travis County Plat Records;

THENCE around said Lot 21 the following three (3) courses:

1. N 25° 04' 21" E, a distance of 156.25 feet to an iron rod found,

2. a distance of 63.58 feet with an arc of a curve to the right whose center angle is 18° 12' 48" with a radius of 200.00 feet whose chord bears N 33° 49' 18" W, a distance of 63.31 feet to an iron rod found, and

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

3. S 42° 26' 19" W, a distance of 138.23 feet to an iron rod found on said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract as also being said boundary line agreement;

THENCE with the said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract and being the said boundary line agreement the following eight (8) courses:

1. N 46° 36' 59" W, a distance of 106.00 feet to an iron rod found,
2. N 13° 52' 40" W, a distance of 218.58 feet to an iron rod found,
3. N 58° 30' 56" W, a distance of 331.29 feet to an iron rod found,
4. N 19° 06' 22" W, a distance of 148.97 feet to an iron rod found,
5. N 73° 22' 51" E, a distance of 111.41 feet to an iron rod found,
6. S 55° 12' 46" E, a distance of 199.12 feet to an iron rod found,
7. S 74° 14' 25" E, a distance of 242.61 feet to an iron rod found, and
8. S 82° 57' 00" E, a distance of 345.31 feet to an iron rod found for the end of Segment II and beginning of Segment III of said boundary line agreement;

THENCE with Segment III of said boundary line agreement and being said westerly line of the 1447.23 acre tract being said easterly line of the Western Savings tract the following four (4) courses and distances:

1. N 29° 48' 43" E, a distance of 2520.77 feet to an iron rod found,
2. N 60° 11' 50" W, a distance of 2668.48 feet to an iron rod found from which a 3/4-inch iron pipe found in a rock mound bears N 48° 53' 39" E, a distance of 3.41 feet,
3. N 29° 55' 29" E, a distance of 875.89 feet to an iron rod found from which a 3/4-inch iron pipe found in a rock mound bears S 57° 32' 03" E, a distance of 12.97 feet, and
4. N 59° 49' 11" W, passing at a distance of 1637.57 feet an iron rod found for the end of Segment III of said boundary line agreement, a total distance of 1650.55 feet to a point in the southeast right-of-way line of FM Highway 620;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

River Place
1441.33 Acres

FN 4318R1 (DJK)
December 11, 1990
SRI Job No. 1590-01
Reference SRI Drawing
#5025-1454-01R

THENCE with the southeasterly line of FM Highway 620 (varying width) the following two (2) courses and distances:

1. N 71° 44' 51" E, a distance of 860.17 feet to a 1-1/4-inch iron rod found for a point of curvature,

2. a distance of 570.28 feet along a curve to the left with a radius of 653.11 feet, a central angle of 50° 01' 45" and a chord which bears N 46° 43' 59" E, a distance of 552.33 feet to an iron rod set for the south corner of a called 1.455 acre tract of land conveyed to the State of Texas as recorded in Volume 11123, Page 781 of the Travis County Deed Records,

THENCE with the easterly line of said State of Texas tract, being the proposed easterly ROW of FM 620 the following two (2) courses and distances:

1. N 29° 18' 56" E, a distance of 513.04 feet to an iron rod set, and

2. N 24° 49' 51" E, a distance of 333.00 feet to an iron rod set in the southwest line of a tract of land conveyed to Bernie King and recorded in Volume 5599, Page 1777 of the Travis County Deed Records, and being in the north line of the said 1447.23 acre tract;

THENCE with the north line of said 1447.23 acre tract being the southwest line of said Bernice King tract passing the southeast corner of said King tract being the southwest corner of the tract of land described in that certain deed to Harry Montandon as recorded in Volume 3902, Page 1751 and Volume 3364, Page 1719 of the Travis County, Texas Deed Records continuing with said north line passing the southeast corner of said Montandon tract being the southwest corner of a tract of land described in a certain deed to Bryan Montandon as recorded in Volume 9450, Page 944 and Volume 8528, Page 911 of the Travis County, Texas Deed Records and continuing with said north line in conflict with said second Montandon tract passing at 1968.47 feet, and 0.56 feet right an iron rod found for the southeast corner of said second Montandon tract being the southwest corner of that tract described in that deed to James Degroat as recorded in Volume 4953, Page 317 of the Travis County, Texas Deed Record, and continuing with said north line in conflict with said Degroat tract S 59° 34' 01" E, a distance of 2240.13 feet to an iron rod found for the northwest corner of a 0.50 acre tract of land described in that certain deed to Charles N. Webb as recorded in Volume 7641, Page 112 of the Travis County, Texas Deed Records;

THENCE with an easterly line of said 1447.23 acre tract being the northwest line of said Webb 0.50 acre tract, S 30° 12' 23" W, a distance of 514.54 feet to an iron rod found for the southwest corner of said Webb 0.50 acre tract;

THENCE with a north line of said 1447.23 acre tract being the southwest line of said Webb 0.50 acre tract, and the southwest line of Lot 3 and Lot 2 of "Bull Creek Place", a subdivision of record in

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0427

River Place
1441.33 Acres

FN 4316R1 (DJK)
December 11, 1990
SRI Job No. 1590-01
Reference SRI Drawing
#5025-1484-01R

Book 77, Page 68 of the Travis County, Texas Plat Records, S 59° 48' 52" E, a distance of 236.58 feet to an iron rod found for the most southerly corner of Lot 2 of said "Bull Creek Place", and being in the northwest line of Lot 1 of said "River Place Center";

THENCE along the southerly line of Lot 1 of said "River Place Center" the following seven (7) courses and distances:

1. S 30° 13' 48" W, a distance of 131.46 feet to an iron rod found for a non-tangent point of curvature,

2. a distance of 419.68 feet along a curve to the right with a radius of 605.00 feet, a central angle of 39° 44' 43" and a chord which bears S 24° 13' 41" E, a distance of 411.32 feet to an iron rod found for a point of tangency,

3. S 04° 21' 20" E, a distance of 167.73 feet to an iron rod found for a point of curvature,

4. a distance of 208.36 feet along a curve to the left with a radius of 265.00 feet, a central angle of 45° 03' 01" and a chord which bears S 26° 52' 50" E, a distance of 203.04 feet to a point of tangency,

5. S 49° 24' 21" E, a distance of 106.93 feet to an iron rod found for a point of curvature,

6. a distance of 129.78 feet along a curve to the right with a radius of 394.01 feet, a central angle of 18° 52' 17" and a chord which bears S 39° 58' 13" E, a distance of 129.19 feet to an iron rod found for the end of said curve, and

7. N 51° 28' 00" E, a distance of 275.07 feet to an iron rod set in the southwest line of a 10.166 acre tract of land as described in that deed to to Steve Topletz, Trustee as recorded in Volume 8701, Page 374 of the Travis County, Texas Deed Records;

THENCE leaving said Lot 1 of "River Place Center" with the northeast line of said 1447.23 acre tract being said southwest line of the 10.166 acre Topletz tract S 47° 22' 51" E, a distance of 213.43 feet to an iron rod found for the most southerly corner of said 10.166 acre tract being the southwest corner of said 5.5 acre tract described in that certain deed to Lamar Real Estate Service as recorded in Volume 10185, Page 410 of the Travis County, Texas Deed Records and being a southwesterly corner of said "River Place Section 1";

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0428

River Place
1441.33 Acres

FN 4318R1 (DJK)
December 11, 1990
SRI Job No. 1690-01
Reference SRI Drawing
#5035-1454-01R

THENCE with the easterly line of said 10.166 acre tract, being a westerly line of said 8.8 acre tract and "River Place Section 1", N 29° 43' 03" E, a distance of 230.00 feet to an iron rod found for a southeast corner of said "River Place Center";

THENCE with the west line of said 8.8 acre tract being the west line of said "River Place Section 1" and being the east line of said 10.166 acre tract passing the southeast corner of said "River Place Center" and continuing with said west line of the 8.8 acre tract and "River Place Section 1" being the east line of said 10.166 acre tract and "River Place Center" N 29° 43' 08" E, a distance of 640.08 feet to the POINT OF BEGINNING and containing 1442.27 acres of land save and except 0.94 acres being Lots 5, 6, 7 and 8 Block F, Riverplace Section Four (4) as respectively described in that deed to Franklin L. Tuttle, Jr. as recorded in Volume 11373, Page 480 of the Real Property Records of Travis County, Texas and in that deed to William M. Kherven as recorded in Volume 11373, Page 537 of the Real Property Records of Travis County Texas and in that deed to Fred Fuller as recorded in Volume 11373, Page 598 of the Real Property Records of Travis County, Texas and in that deed to John David Yarbrough as recorded in Volume 11373, Page 641 of the Real Property Records of Travis County Texas for a net of 1441.33 acres.

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

That I, Donald J. Kirby, a Registered Public Surveyor, do hereby certify that the above description is 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 1983 and 1984 and updated in September of 1989 and December 1990 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27 day of February, 1991, A.D.

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

STATE OF TEXAS
REGISTERED
DONALD J. KIRBY
2508
PROFESSIONAL
LAND SURVEYOR

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0429

FEB 21 '91 10:07 FROM EPPEY-HUSTON-AUSTIN PAGE.004

EXHIBIT "B"

Intake Tract

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0430

Riverplace
Permanent Easement
Water Intake Site
0.61 Acres

FN 1428 (MS)
January 17, 1984
EH&A Job No. 4239-21

A DESCRIPTION OF TWO TRACTS OF LAND CONTAINING 0.61 ACRES OUT OF THAT CERTAIN 1446.27 ACRE TRACT CONVEYED TO STEVE TOPLETZ, TRUSTEE, FROM LAKE AUSTIN PROPERTIES, LTD. AS DESCRIBED AND RECORDED IN VOLUME 8171, PAGE 25 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID PARCEL BEING LOCATED IN THE WILLIAM R. HOBBS SURVEY NO. 456, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE

COMMENCING at the most southerly southeast corner of the aforementioned Laddie D. Howard tract, said point being at the approximate intersection of a slough and the northerly bank of Lake Austin, said point also being the southwesterly corner of Tract 1 of that tract conveyed to Walter Caven as described and recorded in Volume 6040, Page 1968 of the Deed Records of Travis County;

THENCE leaving said common corner and along the northerly bank of Lake Austin the following three (3) courses and distances:

1. S 60° 43' 08" W, a distance of 114.47 feet to a point for a corner,
2. S 53° 03' 36" W, a distance of 624.91 feet to a point for a corner, and
3. S 50° 47' 16" W, a distance of 440.00 feet to a point for a corner, and the TRUE POINT OF BEGINNING;

THENCE continuing along the northerly bank of Lake Austin, S 50° 47' 16" W, a distance of 120.00 feet to a point for a corner;

THENCE leaving the northerly bank of Lake Austin the following seven (7) courses and distances:

1. N 39° 12' 44" W, a distance of 150.00 feet to a point for a corner,
2. N 50° 47' 16" E, a distance of 40.00 feet to a point for a corner,
3. N 39° 12' 44" W, a distance of 203.90 feet to a point for a corner,
4. N 29° 58' 52" E, a distance of 42.79 feet to a point for a corner,
5. S 39° 12' 44" E, a distance of 219.10 feet to a point for a corner,
6. N 50° 47' 16" E, a distance of 40.00 feet to a point for corner, and
7. S 39° 12' 44" E, a distance of 150.00 feet to the POINT OF BEGINNING;

SAID TRACT OF LAND containing 0.61 acres of land.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

TRACT TWO

BEGINNING at the southeasterly corner of Tract One, said point being on the northerly bank of Lake Austin;

13348 0431

13348 0431

Riverplace
Permanent Easement
Water Intake Site
0.61 Acres

FN 1428 (MS)
January 17, 1984
EH&A Job No. 4299-21

THENCE departing said northerly bank, S 39° 12' 44" E, along the southerly extension of the easterly line of Tract One, to the northerly bank of the Colorado River, submerged by the waters of Lake Austin;

THENCE along the northerly bank of the Colorado River, submerged by the waters of Lake Austin, in a southwesterly direction to a point being an extension of the westerly line of said Tract One;

THENCE leaving the northerly bank of the Colorado River, N 39° 12' 44" W, to a point on the northerly bank of Lake Austin, said point being the southwesterly corner of Tract One;

THENCE, S 50° 47' 16" W, along the northerly bank of Lake Austin, a distance of 120.00 feet to the POINT OF BEGINNING.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17 day of January, 1984, A.D.

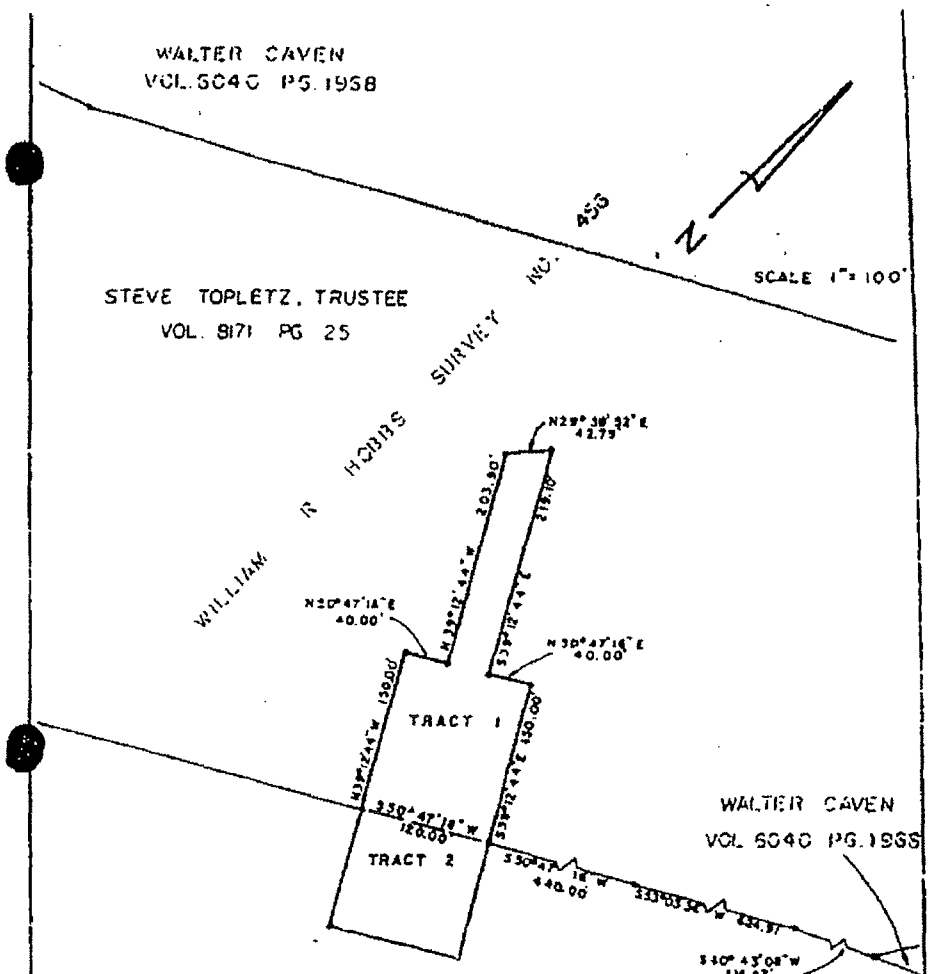
ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
P.O. Box 519
Austin, Texas 78767

STATE OF TEXAS
DONALD KIRBY
2508
REGISTERED PUBLIC SURVEYOR

Registered Public Surveyor
No. 2508 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0432



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

SKETCH TO ACCOMPANY FIELD NOTE

8917 316

JOB NAME:	RIVERPLACE
CREW:	
OFFICE:	J. COMES
DRAFTING:	J. COMES
F.B.	
F.N.	
JOB NO.	4239

PERMANENT INTAKE EASEMENT

ESPEY, HUSTON & ASSOCIATES, INC.
P.O. 519 PH: (512) 444-3181
AUSTIN, TEXAS 78767

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13348 0433

EXHIBIT "C"

Facilities

1. Two 40-horsepower General Electric brand electric motors, with attached pumps;

2. Various pipes, fittings, meters, electrical panels/conduit and electrical supply/routing boxes, fittings, adaptors, and other equipment related to transferring water from Lake Austin into the forty-two inch (42") raw water line running from Lake Austin to the River Place Water Treatment Plant.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "D"

Facilities Tract

REAL PROPERTY RECORDS
[illegible] COUNTY, TEXAS

13348 0435

0.048 Acre
River Place
Additional Raw Water Intake Easement

F.N. 5967 (DJK)
December 3, 1998
PBS&J Job No. 13508-01

A DESCRIPTION OF A 0.048 ACRE TRACT OF LAND OUT OF THE WILLIAM R. HOBBS SURVEY NO. 456, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT CALLED 1441.33 ACRE TRACT AS DESCRIBED IN THAT DEED TO FIRST RIVERPLACE RESERVE, LTD., AS RECORDED IN VOLUME 11379, PAGE 379 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.048 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, IS FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an interior ell corner found on the easterly side of that called 0.61 acre tract of land as described in that public utility easement to the River Place Municipal Utility District No. 1, as recorded in Volume 6917, Page 313 of the Deed Records of Travis County, Texas, from which a ½-inch iron rod found for the most northerly corner of said 0.61 acre tract of land bears, N 39° 12' 44" W, a distance of 219.10 feet;

THENCE, with an east line of the said 0.61 acre tract of land, N 39° 12' 44" W, a distance of 10.00 feet;

THENCE, crossing the said 1441.33 acre tract of land, the following two (2) courses:

1. N 50° 47' 16" E, a distance of 50.00 feet, and

2. S 39° 12' 44" E, a distance of 150.00 feet to a point on the edge of Lake Austin;

THENCE, continuing with the aforementioned line submerged by the waters of Lake Austin, S 39° 12' 44" E, to a point on the north bank of the Colorado River, now submerged by the waters of Lake Austin;

THENCE, with the said north bank of the Colorado River to a point being a projection of an east line of the 0.61 acre tract of land;

THENCE, with the said east line of the said 0.61 acre tract of land, N 39° 12' 44" W, to a point on the said north line of Lake Austin;

THENCE, continuing with the said east line of the said 0.61 acre tract of land, N 39° 12' 44" W, a distance of 150.00 feet to a ½-inch iron rod found for a northeasterly corner of the said 0.61 acre tract of land;

THENCE, with a north line of the said 0.61 acre tract of land, S 50° 47' 16" W, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.048 acre 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 1984 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of December, 1998 A.D.

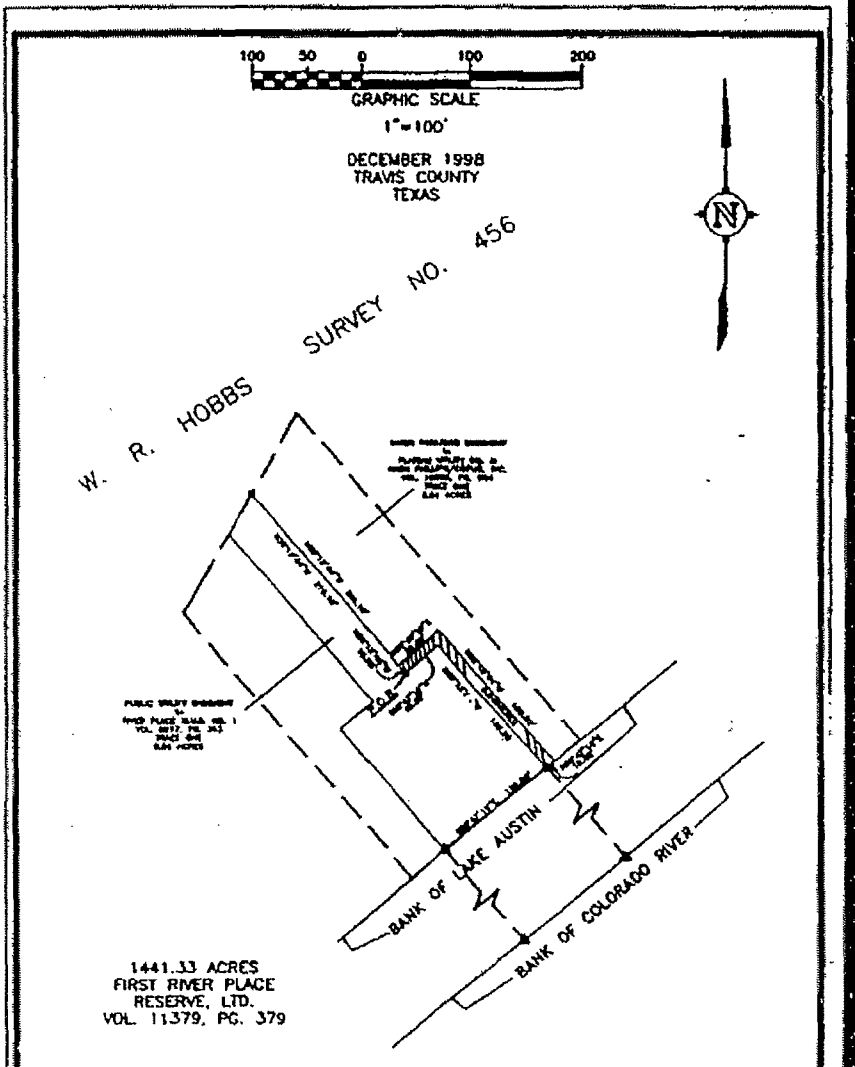
PBS&J
P.O. Box 152690
Austin, Texas 78716-2690

STATE OF TEXAS
REGISTERED
DONALD J. KIRBY
62808
LICENSED
PROFESSIONAL
LAND SURVEYOR

Donald J. Kirby
Registered Professional Land Surveyor
No. 62808 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0436



SKETCH TO ACCOMPANY
FIELD NOTE
#5967

SURVEY OF 0.046 ACRES OUT OF THE
W.R. HOBBS SURVEY NO. 456
IN TRAVIS COUNTY, TEXAS

PBSJ

308 WILD BASIN ROAD
SUITE 4000
P. O. BOX 196000
AUSTIN, TEXAS
78716 - 6000
(512) 327 - 1180

SHEET
2
OF
2

PBSJ PLAT No.
989906-02

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 043

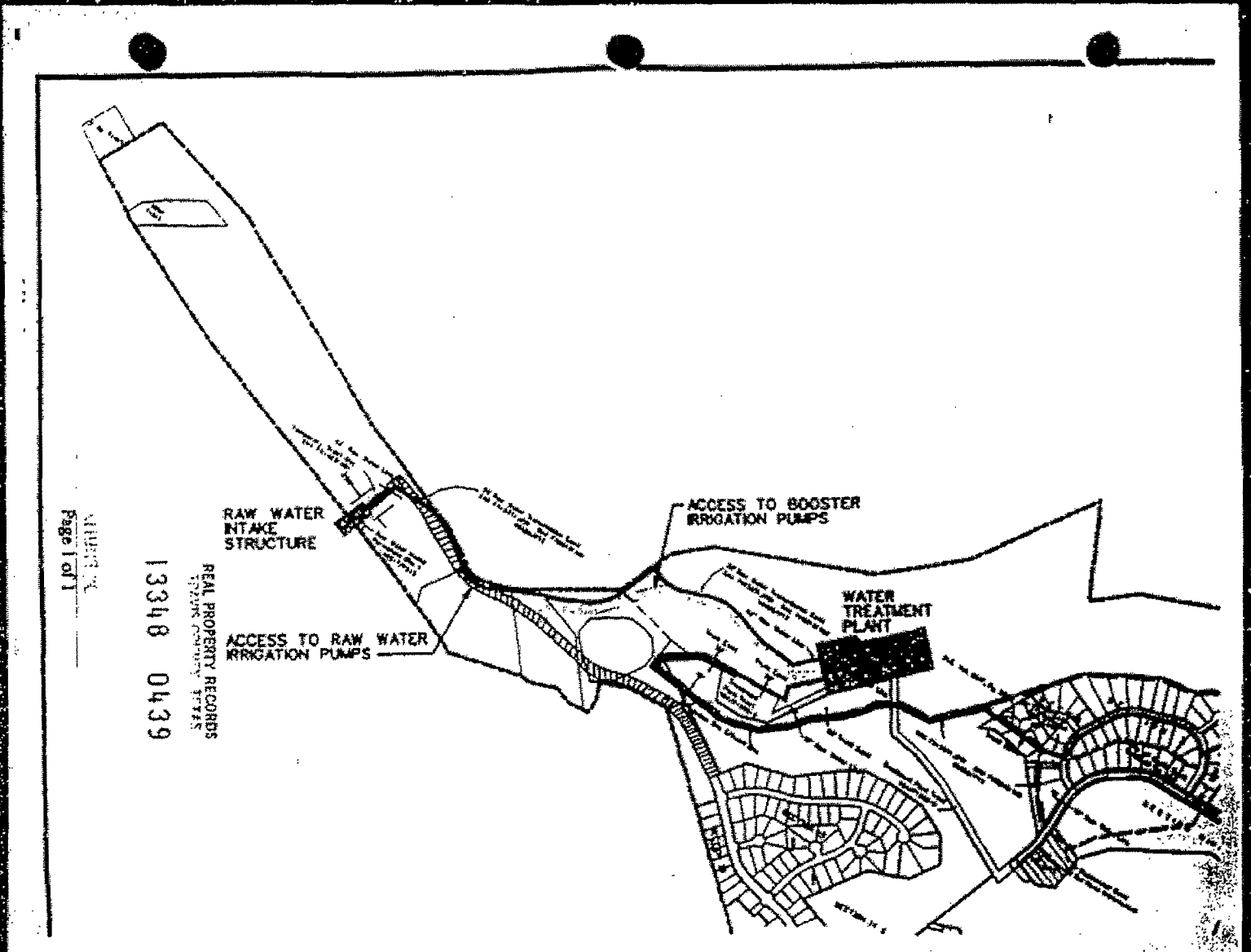
0437

EXHIBIT "E"

Easement Tract

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

44281.5/122898



Page 1 of 1

REAL PROPERTY RECORDS

13348 0439

EXHIBIT "F"
BSL TRACTS

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

P.O. BOX 149849
AUSTIN, TEXAS 78714

3105 PALTIN LANE #160
(512) 454-6888

FIELD NOTES FOR 73.836 ACRES

All that certain tract or parcel of land situated in the D. & W. Railroad Co. Survey No. 71 and the E. R. McLean Survey No. 100 in Travis County, Texas and being 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 Deed Records of Travis County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Southwest line of River Place Boulevard, in the Southeast corner of River Place Section 3-B as recorded in Book 91 Page 28-29 of the Plat Records of Travis County, Texas for an angle point of this tract.

THENCE with the arc of a curve to the right 112.52 feet said curve having a central angle of 16°37'00", a radius of 387.96 feet and a chord which bears S 49°35'29" E 112.13 feet to a iron pin found at the PT of the said curve.

THENCE continuing with said Southwest line for the following three (3) courses:
(1) S 41°17'31" E 118.15 feet to an iron pin found in the North corner of a 0.053 acre tract of land conveyed to Travis County by deed recorded in Volume 12543, Page 179 of the above mentioned Deed records for an ell corner of this tract.
(2) S 48°41'40" W 15.00 feet to an iron pin found in the West corner of the said 0.053 acre tract for an ell corner of this tract.
(3) S 41° 17'02" E 153.89 feet to an iron pin set on the Northwest line of the River Place Treatment Plant as recorded in Book 84, Page 188B of the said Plat Records, for the East corner of this tract.

THENCE S 58°09'11" W with the Northwest line of the said Treatment Plant 34.79 feet to an iron pin set in the East corner of a 51.99 acre tract of land conveyed to River Place M.U.D. by deed recorded in Volume 12186, Page 1813 of the said Deed records for an angle point of this tract.

THENCE with the North line of the said 51.99 acre tract for the following six (6) courses:
(1) N 73°08'29" W 418.82 feet to an iron pin set for an angle point of this tract.
(2) S 84°49'21" W 238.75 feet to an iron pin set for an angle point of this tract.
(3) S 25°46'37" W 274.22 feet to an iron pin set for an angle point of this tract.
(4) S 38°39'23" W 210.24 feet to an iron pin set for an angle point of this tract.
(5) S 39°55'02" W 156.15 feet to an iron pin found for an angle point of this tract.
(6) N 56°54'11" W 123.53 feet to an iron pin set for an angle point of this tract.

THENCE N 23°47'53" W 235.80 feet to an iron pin set for an angle point of this tract.

THENCE N 62°54'34" W 191.09 feet to an iron pin set for an angle point of this tract.

THENCE N 44°37'57" W 225.37 feet to an iron pin set for an angle point of this tract.

THENCE N 60°50'44" W 124.97 feet to an iron pin set for an angle point of this tract.

REAL PROPERTY RECORDS
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13348 0441

THENCE N 36°53'02" W 268.03 feet to an iron pin set for an angle point of this tract.

THENCE N 02°13'46" W 215.75 feet to an iron pin found for an angle point of this tract.

THENCE N 16°10'18" E 288.79 feet to an iron pin set for an angle point of this tract.

THENCE N 52°47'46" W 293.05 feet to an iron pin set for an angle point of this tract.

THENCE N 13°55'19" E 572.46 feet to an iron pin set for an angle point of this tract.

THENCE N 49°18'34" E 310.65 feet to an iron pin set for an angle point of this tract.

THENCE N 12°58'10" W 523.38 feet to an iron pin set for an angle point of this tract

THENCE N 80°39'25" W 134.35 feet to an iron pin set for an angle point of this tract.

THENCE N 06°12'51" E 236.05 feet to an iron pin set for an angle point of this tract.

THENCE N 56°46'35" E 457.90 feet to an iron pin set for an angle point of this tract.

THENCE for the following five (5) courses:

(1) N 66°52'47" E 243.46 feet to an iron pin found for an angle point of this tract.
(2) N 78°19'23" E 234.46 feet to an iron pin set for an angle point of this tract.
(3) N 21°32'38" E 265.47 feet to an iron pin set for an angle point of this tract.
(4) N 40°19'08" E 177.51 feet to an iron pin set for an angle point of this tract.
(5) N 05°45'41" W 120.30 feet to an iron pin set on the Southeast line of River Place Water Storage Site as recorded in Book 84, Page 189C of the said Plat Records for an angle point of this tract.

THENCE with the Southeast line of the said Water Storage Site for the following four (4) courses:

(1) N 49°54'41" E 75.72 feet to an iron pin set for an angle point of this tract.
(2) N 88°40'27" E 314.32 feet to an iron pin set for an angle point of this tract.
(3) N 37°45'20" E 355.45 feet to an iron pin set for an angle point of this tract.
(4) N 67°26'47" E 229.86 feet to an iron pin set for the North corner of this tract.

THENCE S 22°33'14" E 117.51 feet to an iron pin set on the Northwest line of Lot 3 of River Place Center as recorded in Book 86, Page 196A of the said Plat Records for an angle point of this tract.

THENCE with the Northwest line of the said Lot 3 for the following sixteen (16) courses:

(1) S 85°35'18" W 204.21 feet to an iron pin found for an angle point.
(2) S 13°22'17" W 151.84 feet to an iron pin found for an angle point.
(3) N 85°45'53" E 522.17 feet to an iron pin set for an angle point.
(4) N 32°11'56" E 64.16 feet to an iron pin set for an angle point.
(5) N 80°50'33" E 262.78 feet to an iron pin set for an angle point.
(6) N 74°34'49" E 265.41 feet to an iron pin set for an angle point.
(7) S 33°33'42" E 46.10 feet to an iron pin set for an angle point.
(8) S 46°28'21" W 280.08 feet to an iron pin set for an angle point.
(9) S 28°02'03" W 227.35 feet to an iron pin set for an angle point.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

(10) S 45°00'40" W 111.94 feet to an iron pin set for an angle point.
(11) S 63°20'59" W 94.11 feet to an iron pin set for an angle point.
(12) S 34°08'00" W 212.88 feet to an iron pin set for an angle point.
(13) S 02°34'23" W 175.75 feet to an iron pin set for an angle point.
(14) S 83°40'45" W 97.64 feet to an iron pin set for an angle point.
(15) S 52°48'29" W 100.94 feet to an iron pin found for an angle point.
(16) S 11°24'05" W 175.41 feet to an iron pin found on the Northwest line of Lot 9 in Block A of River Place Section 21 as recorded in Book 101, Page 76 of the said Plat Records for an angle pount of this tract.

THENCE with the Northwest line of the said Lot 9 for the following six (6) courses.
(1) N 66°37'28" W 32.31 feet to an iron pin found for an angle point.
(2) S 62°34'16" W 182.72 feet to an iron pin found for an angle point.
(3) S 42°05'47" W 164.62 feet to an iron pin found for an angle point.
(4) S 36°11'24" W 79.89 feet to an iron pin found for an angle point.
(5) S 21°34'10" W 320.09 feet to an iron pin found for an angle point.
(6) S 23°26'53" W 68.45 feet to an iron pin found in the North line of Squire Pope Drive for an angle point of this tract.

THENCE N 27°36'59" W with the Northeast line of Squire Pope Drive 104.74 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 205.00 feet and a central angle of 59°13'37"

THENCE with the arc of the said curve 211.91 feet the long chord of which bears N 57°13'47" W 202.60 feet to an iron pin found for the PT of the said curve.

THENCE N 86°50'16" W 216.55 feet to an iron pin found in the Southeast corner of Block B of River Place Section 10 as recorded in Book 95, Page 382 of the said Plat Records for an angle point of this tract.

THENCE N 13°33'03" W with the East line of the said Block B 298.51 feet to an iron pin found for an angle point of this tract.

THENCE N 02°23'49" E 278.85 feet to an iron pin found in the Northeast corner of the said Block B for an angle point of this tract.

THENCE S 76°04'19" W 103.28 feet to an iron pin set in the Northwest corner of the said Block B for an angle point of this tract.

THENCE S 17°13'14" W 191.98 feet to an iron pin set on the curving North line of Squire Pope Drive said curve having a radius of 50.00 feet and a central angle of 23°04'26".

THENCE with the arc of the said curve to the left 20.14 feet the sub-chord of which bears N 73°31'09" W 20.00 feet to an iron pin set for the PT of the said curve.

THENCE N 17°11'06" E 180.14 feet to an iron pin found in the Northeast corner of Block A of the said Section 10 for an angle point of this tract.

THENCE S 76°03'39" W 218.22 feet to an iron pin found in the Northwest corner of the said Block A for an angle point of this tract.

THENCE S 11°00'41" W with the West line of the said Block A 402.84 feet to an iron pin found for an angle point of this tract.

THENCE S 05°58'01" E 163.82 feet to an iron pin found for an angle point of this tract.

THENCE S 11°01'25" E 145.38 feet to an iron pin found for an angle point of this tract.

REAL PROPERTY RECORDS
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13348 0443

THENCE S 72°28'22" E 230.81 feet to an iron pin found in the North corner of Lot 3 in Block A of River Place Section 3-A as recorded in Book 91, Page 30 of the said Plat Records for an angle point of this tract.

THENCE S 19°11'23" W with the West line of the said Section 3-A 276.67 feet to an iron pin set for an angle point of this tract.

THENCE S 07°31'56" E 122.22 feet to an iron pin found in the North corner of Lot 8 in Block G of River Place Section 3 as recorded in Book 85, Page 48 of the said Plat Records for an angle point of this tract.

THENCE with the West line of the said Section 3 for the following three (3) courses:

(1) S 21°12'36" W 264.73 feet to an iron pin found for an angle point.
(2) S 01°51'53" W 587.16 feet to an iron pin set for an angle point.
(3) S 17°53'36" E 119.40 feet to an iron pin found in the West corner of Lot 3 in Block A of the above mentioned River Place Section 3-B for an angle point of this tract.

THENCE with the West and South lines of the said Section 3-B for the following six (6) courses:

(1) S 25°34'28" E 370.65 feet to an iron pin found for an angle point of this tract.
(2) S 32°33'11" E 377.79 feet to an iron pin found for an angle point of this tract.
(3) N 09°41'18" E 122.32 feet to an iron pin set for an angle point of this tract.
(4) N 39°59'57" E 298.97 feet to an iron pin set for an angle point of this tract.
(5) N 81°28'47" E 217.77 feet to an iron pin set for an angle point of this tract.
(6) N 78°48'41" E 363.31 feet to the POINT OF BEGINNING containing 73.886 acres of land, more or less.

I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from an on-the-ground survey made under my supervision during May of 1998 and are correct to the best of my knowledge and belief.

STATE OF TEXAS REGISTERED CLAUDE F. HINKLE JR. 4629 PROFESSIONAL LAND SURVEYOR

Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

11-10-98
Date

791.DOC

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0444

P.O. BOX 59040
AUSTIN, TEXAS 78759

3345 JUSTIN LANE #150
(512) 454-6864

FIELD NOTES FOR 81.207 ACRES

All that certain tract or parcel of land situated in the D. & W. Railroad Co. Survey No. 71 and the E. R. McLean Survey No. 200 and the I. & G.N. Railroad Co. Survey No. 42 in Travis County, Texas and being a part of a 1441.23 acre tract of land conveyed to First River Place Reserve, Ltd by deed recorded in Volume 11379, Page 379 of the Deed Records of Travis County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found on the Southeast line of Block B of The Villas at River Place, in the North corner of a 1.885 acre tract of land conveyed to Travis County by deed recorded in Volume 12543, Page 179 of the above mentioned Deed Records for an ell corner of this tract.

THENCE N 51°03'48" E 172.23 feet to a iron pin set for an angle point of this tract.

THENCE N 08°16'54" E 147.25 feet to an iron pin set for an angle point of this tract.

THENCE N 52°24'40" W 277.86 feet to an iron pin set in the North corner of the said Villas for an angle point of this tract.

THENCE N 16°40'08" W with the East line of Lot 1 of River Place Section 9 as recorded in Book 85, Page 96B of the above mentioned Plat Records 249.87 feet to an iron pin set for an angle point of this tract.

THENCE N 01°27'24" E 736.43 feet to an iron pin found for an angle point of this tract.

THENCE N 38°29'16" E 663.92 feet to an iron pin found on the South line of River Place Boulevard for an angle point of this tract.

THENCE S 87°58'16" E with the South line of River Place Boulevard 56.23 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 550.00 feet and a central angle of 04°19'23".

THENCE with the arc of the said curve 40.06 feet the long chord of which bears N 89°42'58" E 40.05 feet to an iron pin found in the Northwest corner of Block Q of The Overlook at River Place as recorded in Book 93, Page 353 of the said Plat Records for a reentrant corner of this tract.

THENCE with the West and South line of the said Block Q for the following seven (7) courses:

(1) S 11°11'05" W 407.24 feet to an iron pin found for an angle point of this tract.
(2) S 49°24'52" E 482.24 feet to an iron pin found.
(3) N 67°31'22" E 305.43 feet to an iron pin found.
(4) S 75°01'18" E 380.41 feet to an iron pin found.
(5) N 29°27'37" E 294.40 feet to an iron pin found.
(6) N 14°54'53" E 360.68 feet to an iron pin found.
(7) N 03°54'35" E 503.77 feet to an iron pin found in South corner of Lot 1 in Block A of the above mentioned Villas at River Place for an angle point of this tract.

THENCE N 14°58'39" E 120.00 feet to an iron pin found for an angle point of this tract.

THENCE N 89°37'21" E 421.31 feet to an iron pin set for the North corner of this tract.

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13348 0445

THENCE S 40°21'42" E 217.15 feet to an iron pin found in the North corner of Lot 1 in Block D of River Place Section 13 as recorded in Book 101, Page 235 of the said Plat Records for an angle point of this tract.

THENCE with the West line of the said Lot 1 for the following twelve (12) courses:

(1) S 11°09'41" E 193.44 feet to an iron pin found for an angle point.
(2) S 74°24'41" W 127.05 feet to an iron pin found for an angle point
(3) S 28°09'13" W 161.12 feet to an iron pin found for an angle point
(4) S 14°33'40" E 286.26 feet to an iron pin set for an angle point
(5) S 03°36'41" W 238.50 feet to an iron pin set for an angle point
(6) S 14°24'17" E 327.06 feet to an iron pin found for an angle point
(7) S 53°56'19" E 137.29 feet to an iron pin found for an angle point
(8) N 81°02'10" E 200.64 feet to an iron pin found for an angle point
(9) N 30°51'49" E 492.22 feet to an iron pin found for an angle point
(10) N 58°29'34" E 328.43 feet to an iron pin found for an angle point
(11) N 88°46'26" E 214.26 feet to an iron pin found for an angle point
(12) S 34°32'30" E 158.74 feet to an iron pin found for an angle point
(13) S 28°18'30" W 174.54 feet to an iron pin found in the North corner of Lot 1 in Block B of River Place Section 22 for an angle point of this tract.

THENCE with the Northwest line of the said Lot 1 Block B for the following six (6) courses:

(1) S 28°41'43" W 100.36 feet to an iron pin found.
(2) S 47°47'38" W 248.93 feet to an iron pin found.
(3) S 00°12'56" E 139.53 feet to an iron pin found.
(4) S 48°31'17" W 347.77 feet to an iron pin found.
(5) S 25°03'40" W 295.64 feet to an iron pin found.
(6) S 44°08'28" W 312.35 feet to an iron pin found in an angle point of Lot 8 in Block A of River Place Section 11 as recorded in Book 95, page 382 of the said Plat Records for an angle point of this tract.

THENCE with the Northwest line of the said Section 11 for the following ten (9) courses:

(1) N 02°47'30" W 136.75 feet to an iron pin found for an angle point.
(2) N 37°37'35" W 121.17 feet to an iron pin found for an angle point
(3) S 84°13'56" W 149.97 feet to an iron pin found for an angle point
(4) S 47°40'22" W 45.64 feet to an iron pin found for an angle point
(5) S 75°43'46" W 178.22 feet to an iron pin found for an angle point
(6) S 67°50'04" W 65.55 feet to an iron pin found for an angle point
(7) S 30°43'47" W 234.22 feet to an iron pin found for an angle point
(8) S 37°53'46" W 170.39 feet to an iron pin found for an angle point.
(9) S 24°28'07" W 93.61 feet to an iron pin found on the Northwest line of Lot 1 in Block A of River Place Section 12 as recorded in Book 101, Page 81 of the said Plat Records for an angle point of this tract.

THENCE with the Northwest line of the said Section 12 for the following four (4) courses:

(1) S 89°35'03" W 176.44 feet to an iron pin found for an angle point
(2) S 51°14'46" W 279.71 feet to an iron pin found for an angle point
(3) S 58°29'40" W 209.86 feet to an iron pin found for an angle point.
(4) S 30°45'17" W 246.46 feet to an iron pin set on the Northwest line of Lot 37 in Block B of River Place Section 13 as recorded in Book 101, Page 235 of the said Plat Records for an angle point of this tract.

THENCE with the Northwest line of the said Section 13 for the following four (4) courses:

(1) S 83°00'40" W 45.77 feet to an iron pin found for an angle point
(2) S 86°36'51" W 255.06 feet to an iron pin found for an angle point
(3) S 66°48'25" W 187.29 feet to an iron pin found for an angle point.
(4) S 11°00'17" W 36.14 feet to an iron pin set on the curving Northeast line of the above mentioned 1.885 acre tract for the South corner of this tract.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0446

THENCE with the arc of the said curve 217.00 feet to the right, said curve having a radius of 430.01 feet, a central angle of 28°54'49", and a long chord which bears S 55°44'27" W 214.70 feet to an iron pin set for the PT of the said curve

THENCE N 41°17'02" W 18.69 feet to an iron pin set for an ell corner of this tract

THENCE N 48°52'58" E 20.00 feet to an iron pin set in an ell corner of the said 1.885 acre tract for an ell corner of this tract.

THENCE N 41°17'02" W 285.88 feet to an iron pin set in an ell corner of the said 1.885 acre tract for an ell corner of this tract.

THENCE S 48°52'58" W 20.00 feet to an iron pin found in an ell corner of the said 1.885 acre tract for an ell corner of this tract.

THENCE N 41°17'02" W 98.87 feet to an iron pin found in the South corner of Lot 178 in Block A of the said River Place Section 22 for a reentrant corner of this tract.

THENCE N 48°42'58" E with the Southeast line of the said Lot 178 78.21 feet to an iron pin found in the PC of a curve to the right said curve having a radius of 245.00 feet and a central angle of 41°02'33".

THENCE with the arc of the said curve 175.50 feet the long chord of which bears N 69°14'14" E 171.77 feet to an iron pin found for an angle point of this tract.

THENCE N 89°45'31" E 62.90 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 395.00 feet and a central angle of 60°03'35".

THENCE with the arc of the said curve 414.05 feet the sub-chord of which bears N 59°43'43" E 395.36 feet to an iron pin found in the West corner of Lot 126 in Block A of the said Section 22 for an angle point of this tract.

THENCE S 52°50'45" E 152.91 feet to an iron pin set for an angle point of this tract.

THENCE S 37°09'13" W 81.00 feet to an iron pin found in an angle point of Lot 146 in the said Section 22 for an angle point of this tract.

THENCE S 02°03'14" W 148.92 feet to an iron pin found in an angle point of Lot 146 in the said Section 22 for an angle point of this tract.

THENCE S 80°13'07" E 180.83 feet to an iron pin found in the South corner of the said Lot 146 in Section 22 for an angle point of this tract.

THENCE with the Southeast and East lines of the said Lot 146 for the following seven (7) courses:

(1) N 47°50'47" E 244.23 feet to an iron pin found.
(2) N 34°38'38" E 319.53 feet to an iron pin found.
(3) N 60°03'41" E 207.81 feet to an iron pin found.
(4) N 36°01'02" E 498.86 feet to an iron pin found.
(5) N 44°36'47" E 336.09 feet to an iron pin found.
(6) N 39°36'09" W 58.55 feet to an iron pin found in the East corner of the said Lot 146 for an angle point of this tract.
(7) N 21°47'47" W 275.33 feet to an iron pin found for an angle point.

REAL PROPERTY RECORDS
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13348 0447

THENCE with the Northwest line of Block A of the said Section 22 for the following ten (10) courses:

(1) N 77°33'39" W 175.54 feet to an iron pin found.
(2) S 26°01'21" W 265.55 feet to an iron pin found.
(3) S 83°03'46" W 251.01 feet to an iron pin found.
(4) N 76°53'02" W 210.50 feet to an iron pin found.
(5) S 70°33'33" W 285.32 feet to an iron pin found.
(6) S 63°00'16" W 170.97 feet to an iron pin found.

(7) S 66°46'05" W 195.54 feet to an iron pin found.
(8) S 13°35'58" E 524.80 feet to an iron pin found.
(9) S 34°55'09" E 82.94 feet to an iron pin found to an iron pin found on the Northwest line of the above mentioned Lot 178
(10) S 28°32'53" W 325.37 feet to an iron pin found in the PC of a curve to the right said curve having a radius of 345.00 feet and a central angle of 61°12'38".

THENCE with the arc of the said curve 368.57 feet the long chord of which bears S 59°09'12" W 351.29 feet to an iron pin found for the PT of the said curve.

THENCE S 89°45'31" W 62.90 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 295.00 feet and a central angle of 41°02'33"

THENCE with the arc of the said curve 211.32 feet the long chord of which bears S 69°14'14" W 206.83 feet to an iron pin found for the PT of the said curve.

THENCE S 48°42'58" W 71.21 feet to an iron pin found for an ell corner of this tract.

THENCE N 41°17'02" W 18.02 feet to the POINT OF BEGINNING containing 82.207 acres of land, more or less.

I, Claude F. Hinkle, Jr. , a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from an on-the-ground survey made under my supervision during May of 1998 and are correct to the best of my knowledge and belief.

Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

10-01-98
Date 791.DOC

STATE OF TEXAS
CLAUDE F. HINKLE JR.
4629
REGISTERED
LAND SURVEYOR

STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JAN 13 1999

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
99 JAN 13 PM 2:59
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDERS MEMORANDUM-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RECEIPT#: 1001555 TRAN# 1991 REAL RECORDS 15.00
CHARGED: MAIL FILE DATE: 1/13/99 TRANS DATE: 1/13/99

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13348 0448

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Jun 26 11:11 AM 2008107561

HAYWOODK $172.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

ATTACHMENT 6
DISTRICT PROPERTY CONVEYED TO THE CITY

Groundwater Storage Site

EXHIBIT

(River Place Water Storage Site - Annexation)
Lot 2, Block "A", River Place Water Storage Site
River Place M.U.D.

METES AND BOUNDS DESCRIPTION
1.1220 ACRES (48,872 SQUARE FEET)
E.R. McLEAN SURVEY No. 200
ABSTRACT NO. 2359
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 1.1220 acres (48,872 square feet) situated in the E.R. McLean Survey No. 200, Abstract No. 2359, Travis County, Texas and being out of Lot 2, Block "A", River Place Water Storage Site as recorded in Volume 84, Page 189C – 190A in the Travis County Plat Records (T.C.P.R.); Said 1.1220 acres being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,109,134.51; E= 3,076,337.98) marking an ell corner of said Lot 2, Block "A", River Place Water Storage Site, same being an ell corner of Lot 2, Greenbelt, River Place Section 9 as recorded in Volume 85, Pages 96B – 97B in the T.C.P.R., from which a 1/2-inch iron rod found marking an ell corner of said Lot 2, Block "A", River Place Water Storage Site, same being northernmost corner of Lot 3, Block "B", River Place Golf Course as recorded in Volume 103, Pages 3-12 of the Public Records of Travis County, Texas, (P.R.T.C.T.), bears South 24°45'46" East, a distance of 49.99 feet; and from which a 1/2-inch iron rod found marking an ell corner of said Lot 2, Block "A", River Place Water Storage Site, same being an ell corner of Lot 2, Greenbelt, River Place Section 9 bears North 24°52'14" West, a distance of 300.00 feet;

THENCE, North 29°25'13" West, a distance of 23.76 feet to a "60D nail" set marking the **POINT OF BEGINNING** (N= 10,109,134.21; E= 3,076,326.31) and most northeasterly corner of the herein described tract;

THENCE, South 35°08'30" West, a distance of 145.15 feet to "60D nail" set for corner;

THENCE, South 65°00'28" West, a distance of 103.11 feet to a "60D nail" set for corner;

THENCE, North 57°17'27" West, a distance of 86.04 feet to a "60D nail" set for corner;

THENCE, North 10°00'39" West, a distance of 139.91 feet to a "60D nail" set for corner;

THENCE, North 35°03'44" East, a distance of 140.02 feet to a "60D nail" set for corner, and from which a 1/2-inch iron rod found marking an ell corner of said Lot 2, Block "A", River Place Water Storage Site, same being an ell corner of Lot 2, Greenbelt, River Place Section 9 bears North 34°26'47" East, a distance of 139.28 feet;

THENCE, South 54°44'45" East, a distance of 236.69 feet to the **POINT OF BEGINNING** containing a computed area of 1.1220 acres (48,872 square feet) of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

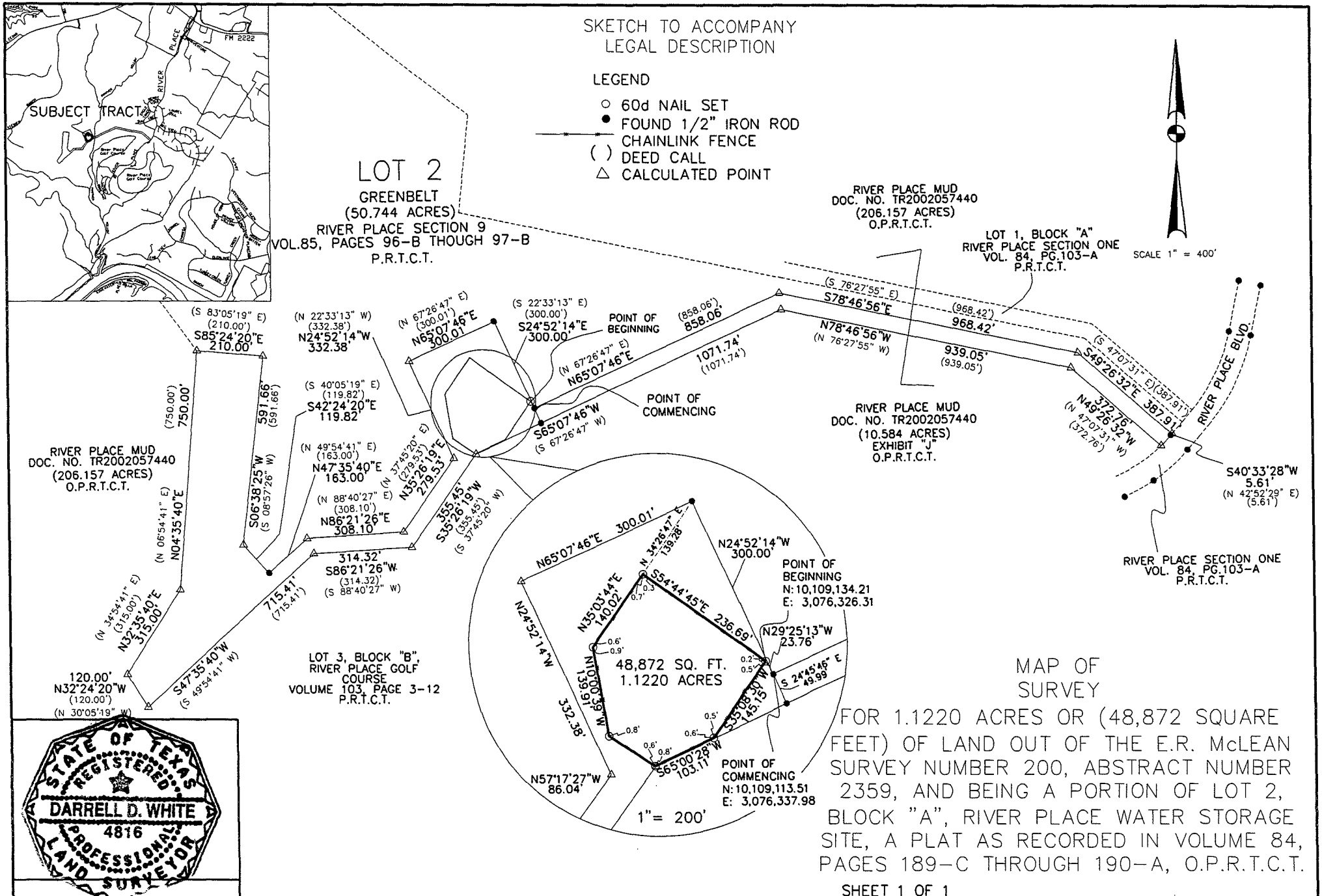


Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: [signature] Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R542216
AUSTIN GRID C-31



MAP OF SURVEY

FOR 1.1220 ACRES OR (48,872 SQUARE FEET) OF LAND OUT OF THE E.R. McLEAN SURVEY NUMBER 200, ABSTRACT NUMBER 2359, AND BEING A PORTION OF LOT 2, BLOCK "A", RIVER PLACE WATER STORAGE SITE, A PLAT AS RECORDED IN VOLUME 84, PAGES 189-C THROUGH 190-A, O.P.R.T.C.T.

SHEET 1 OF 1

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 400'	JOB NO. 60101403.01.01
DATE: 08-10-09	F.B.- 1363
DRAWN BY: DDW/BM	PROJECT: COA - BOUNDARY

Water Treatment Plant

METES AND BOUNDS DESCRIPTION
2.5803 ACRES (112,396 SQUARE FEET)
W.R. HOBBS SURVEY No. 456
ABSTRACT No. 375
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 2.5803 acres (112,396 square feet) situated in the W.R. Hobbs Survey No. 456, Abstract No. 375, Travis County, Texas, all being located in Lot 3, Block "A", River Place Wastewater Treatment Plant as recorded in Volume 84, Pages 188B – 188D in the Travis County Plat Records (T.C.P.R.). Said 2.5308 acres being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,104,706.73; E= 3,074,940.13) marking the most northwesterly corner of said Lot 3, Block "A, River Place Wastewater Treatment Plant and being and ell corner of Lot 1, Block "A", River Place Section 26, as recorded under Document No. 200200255 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), from which a 1/2-inch iron rod found marking the most northeasterly corner of said Lot 3 bears North 73°24'08" East, a distance of 310.00 feet, and from which a 1/2-inch iron rod found marking and angle point of said Lot 3, same being an angle point in the northeasterly boundary of said Lot 1, Block "A", Habitat Reserve bears South 16°37'14" East, a distance of 491.81 feet;

THENCE, South 47°37'25" East, a distance of 496.79 feet to a an existing Fence Corner marking the **POINT OF BEGINNING** (N= 10,104,371.89; E= 3,075,307.12) of the herein described tract;

THENCE, along the existing fenceline the following five (5) courses and distances:

1. South 16°48'01" East, a distance of 389.11 feet to a Fence Post for corner, and from which a 1/2-inch iron rod found marking an ell corner of said Lot 3, Block "A", River Place Wastewater Treatment Plant and Lot 1, Block "A", Habitat Reserve bears North 75°32'38" East, a distance of 1.79 feet;

2. South 74°11'33" West, a distance of 315.90 feet to a Fence Post for corner, from which a 1/2-inch iron rod found marking an ell corner of said Lot 3, Block "A", River Place Wastewater Treatment Plant and Lot 1, Block "A", Habitat Reserve bears South 08°57'27" West, a distance of 5.04 feet;

3. North 17°03'09" West, a distance of 286.17 feet to a Fence Post for corner, from which a 1/2-inch iron rod found marking an ell corner of said Lot 3, Block "A", River Place Wastewater Treatment Plant and Lot 1, Block "A", Habitat Reserve bears North 17°08'33" West, a distance of 2.23 feet, and from which a 1/2-inch iron rod found marking an ell corner of said Lot 3, Block "A", River Place Wastewater Treatment Plant and Lot 1, Block "A", Habitat Reserve bears North 45°19'30" East, a distance of 69.02 feet;

4. North 47°10'32" East, a distance of 213.86 feet to a Fence Post for corner;

5. North 71°31'44" East, a distance of 124.98 feet to the **POINT OF BEGINNING** containing a computed area of 2.5803 acres (112,396 square feet) of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816



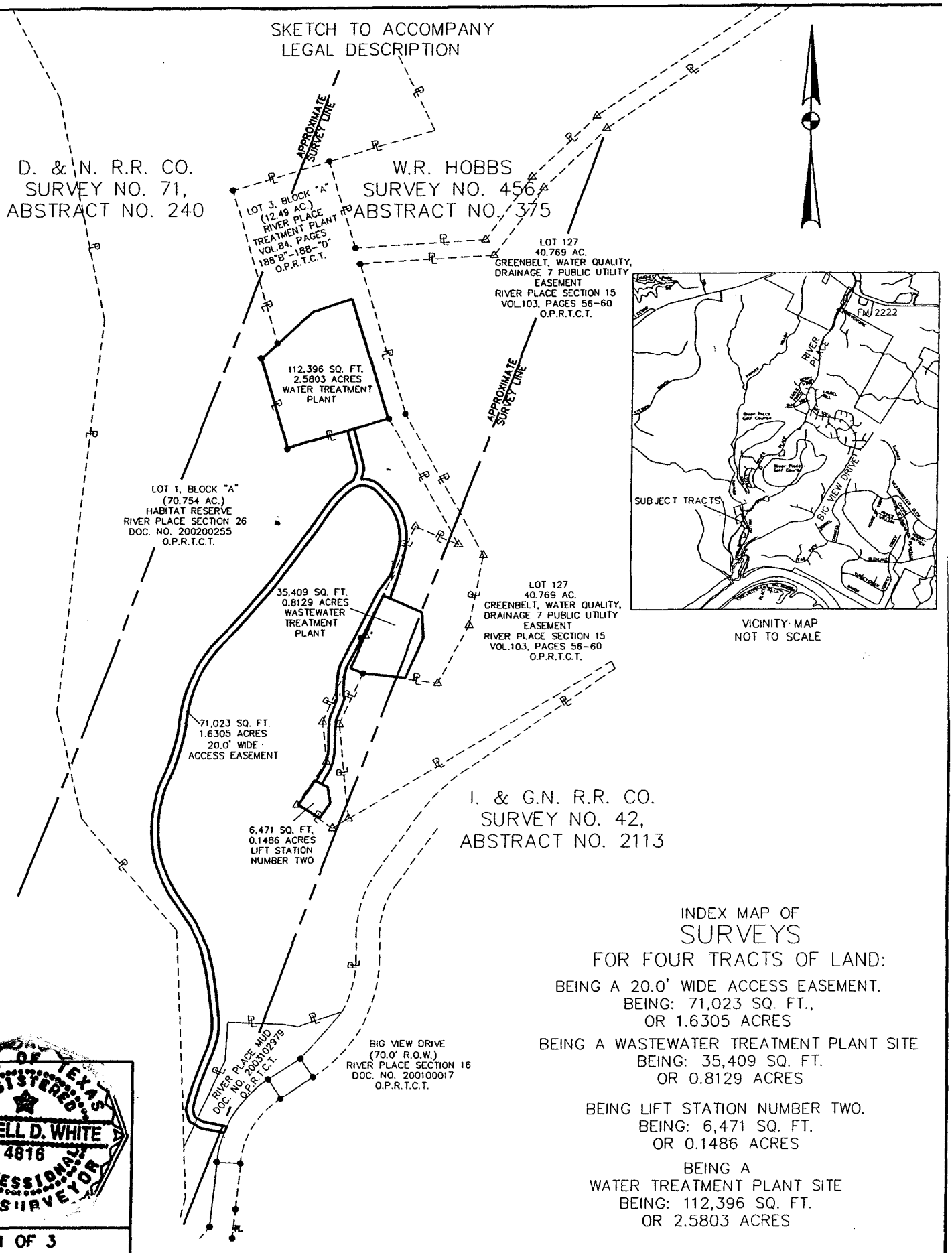
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 08-25-2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R522601
AUSTIN GRID C-31

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



VICINITY MAP
NOT TO SCALE

INDEX MAP OF
SURVEYS
FOR FOUR TRACTS OF LAND:

BEING A 20.0' WIDE ACCESS EASEMENT.
BEING: 71,023 SQ. FT.,
OR 1.6305 ACRES

BEING A WASTEWATER TREATMENT PLANT SITE
BEING: 35,409 SQ. FT.
OR 0.8129 ACRES

BEING LIFT STATION NUMBER TWO.
BEING: 6,471 SQ. FT.
OR 0.1486 ACRES

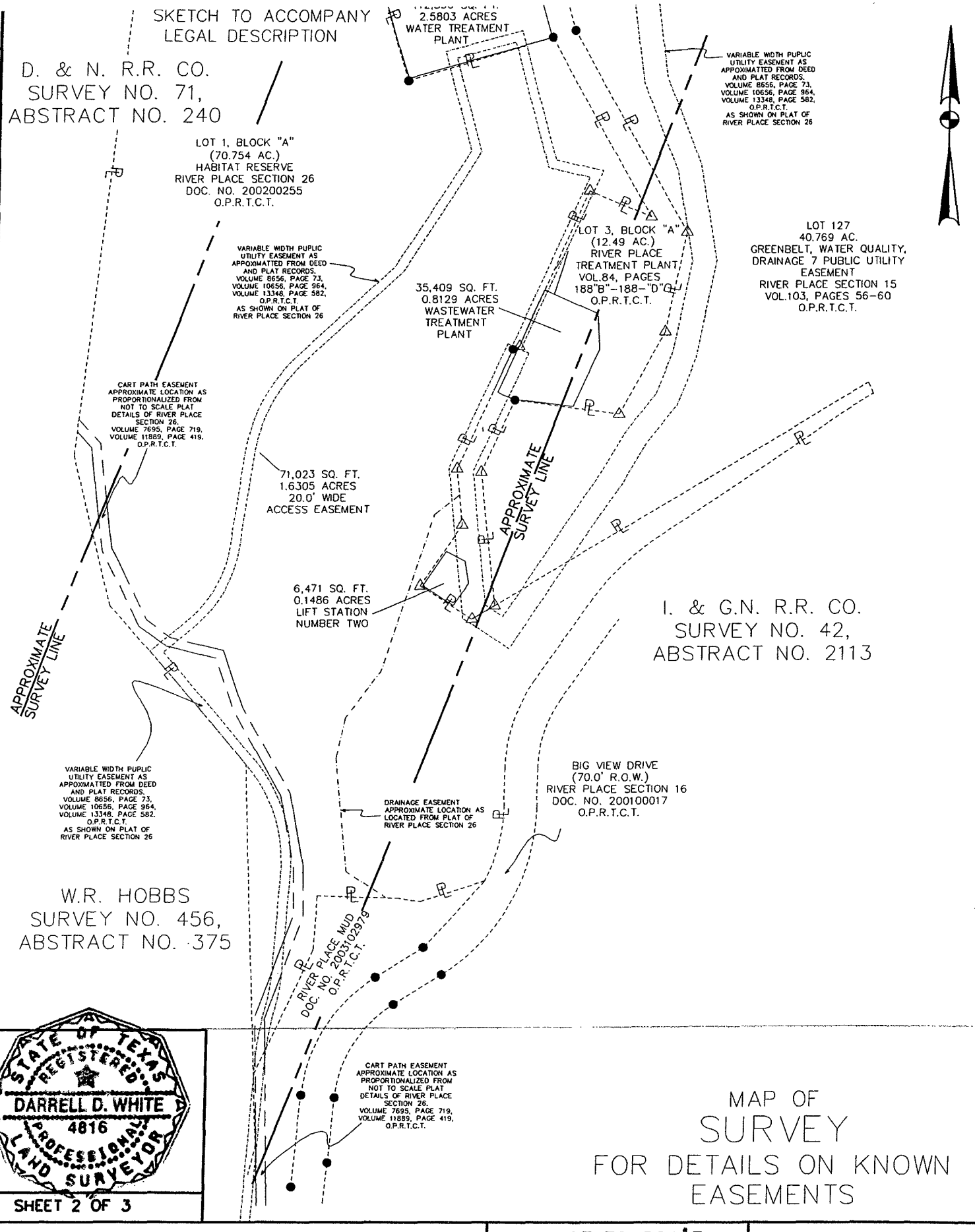
BEING A
WATER TREATMENT PLANT SITE
BEING: 112,396 SQ. FT.
OR 2.5803 ACRES

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 3

AECOM AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	1" = 400'	JOB NO. 60101403
	08-12-09	F.B.1363
	DDW/BM	RIVER PLACE MUD

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



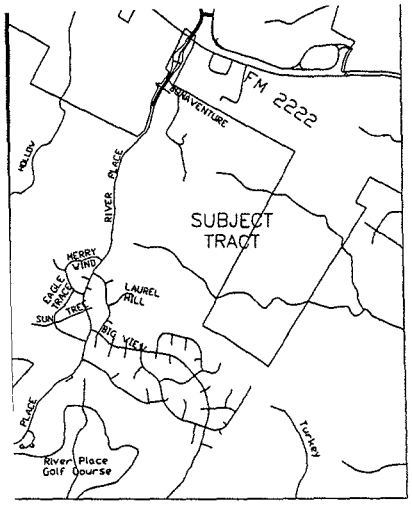
STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 2 OF 3

MAP OF
SURVEY
FOR DETAILS ON KNOWN
EASEMENTS

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW	PROJECT NAME: RIVER PLACE MUD



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

LEGEND
- o FENCE POST
- ● FOUND 1/2" IRON ROD
- WOOD FENCE
- ( ) DEED CALL
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND

APPROXIMATE SURVEY LINE

POINT OF COMMENCING
N: 10,104,706.73
E: 3,074,940.13

N73°24'08"E 310.00'

S73°23'39"W 331.95'

S16°37'14"E 279.10'

S47°37'25"E 496.79'

S16°37'14"E 491.81'

GREENBELT
LOT 3, BLOCK "A",
VOLUME 84,
PAGES 188B -188D,
.P.R.T.C.T.

N 49°12'19" E 274.51'

S 49°12'19" W 265.86'

N 38°21'52" E 237.58'

S 38°21'52" W 256.39'

N86°30'01"E 390.18'

S86°30'01"W 402.08'

D & W RAILROAD
SURVEY NO. 71

CALLED 70.754 ACRES
LOT 1, BLOCK "A",
RIVER PLACE, SECTION 26,
DOCUMENT NO. 200200255
O.P.R.T.C.T.

N71°31'44"E 124.98'

S16°48'01"E 389.11'

S16°37'14"E 484.56'

S26°32'01"E 441.69'

S26°32'01"E 496.28'

N47°10'32"E 213.86'

S46°58'34"W 58.03'

N17°03'09"W 286.17'

S74°11'33"W 315.90'

S73°22'46"W 319.83'

POINT OF BEGINNING
N: 10,104,371.89
E: 3,075,307.12

2.5803 ACRE
(112,396 SQ. FT.)

W. R. HOBBS
SURVEY NO. 456,
ABSTRACT NO. 375

MAP OF
SURVEY
FOR 2.5803 ACRES (112,396
SQ. FT.) OF LAND OUT OF
LOT 3, BLOCK "A",
RIVERPLACE TREATMENT
PLANT, VOLUME 84, PAGES
188"A" – 188"D", T.C.P.R.,
W.R. HOBBS SURVEY NO. 456,
ABSTRACT NO. 375,
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 3 OF 3

AECOM
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WWW.AECOM.COM

SCALE: 1" = 200'	JOB NO. 60101403.01.01
DATE: 08-10-09	F.B.- 1363
DRAWN BY: BM	PROJECT: COA – BOUNDARY

Wastewater Treatment Plant

EXHIBIT

(WWTP - Annexation)
Lot 1, Block "A", River Place Section 26
Lot 3, Block "A", River Place Treatment Plant
River Place Municipal Utility District

METES AND BOUNDS DESCRIPTION
0.8129 ACRE (35,409 SQUARE FEET)
W.R. HOBBS SURVEY No. 456, ABSTRACT No. 375
I.G.& R.R. COMPANY SURVEY No. 42, ABSTRACT No. 213
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 0.8129 acre (35,409 square feet) situated in the W.R. Hobbs Survey No. 456, Abstract No. 375, and the I.G.& R.R. Company Survey No. 42, Abstract No. 213, Travis County, Texas, being a portion of Lot 1, Block "A", River Place Section 26 as recorded in Document No. 200200255 Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and a portion of Lot 3, Block "A", River Place Treatment Plant as recorded in Volume 84, Pages 188B-188D of the T.C.P.R. Said 0.8129 acres being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,103,218.17; E= 3,075,347.02) being an ell corner and located in the westerly boundary of Lot 127, River Place Section 15 as recorded in Volume 103, Pages 56 – 60 in the T.C.P.R., same being the easterly boundary line of said Lot 3, Block "A";

THENCE, North 65°23'52" West, a distance of 2.93 feet to a Fence Post marking the **POINT OF BEGINNING** (N= 10,103,219.33; E= 3,075,344.35) of the herein described tract, from which the computed southeasterly corner of said Lot 3, Block "A" bears South 82°07'38" East, a distance of 225.00 feet, and the computed angle point located in the westerly boundary of said Lot 3, Block "A", same being the easterly boundary line of said Lot 1, Block "A" bears North 66°02'38" West, a distance of 50.00 feet;

THENCE, over and across said Lot 3, Block "A" and Lot 1, Block "A" and along an existing fenceline the following eight (8) courses and distances:

1. THENCE, North 66°00'49" West, a distance of 14.91 feet to a Fence Post for corner;
2. THENCE, North 68°51'53" West, a distance of 9.95 feet to a Fence Post for corner;
3. THENCE, North 64°09'16" West, a distance of 12.68 feet to a Fence Post for corner;
4. THENCE, North 23°56'57" East, a distance of 242.08 feet to a Fence Post for corner;
5. THENCE, South 65°56'59" East, a distance of 125.36 feet to a Fence Post for corner;
6. THENCE, South 03°18'21" East, a distance of 78.55 feet to a Fence Post for corner;
7. THENCE, South 24°01'02" West, a distance of 134.00 feet to a Fence Post for corner;
8. THENCE, North 83°07'06" West, a distance of 129.36 feet to the **POINT OF BEGINNING** containing a computed area of 0.8129 acre (35,409 square feet) of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

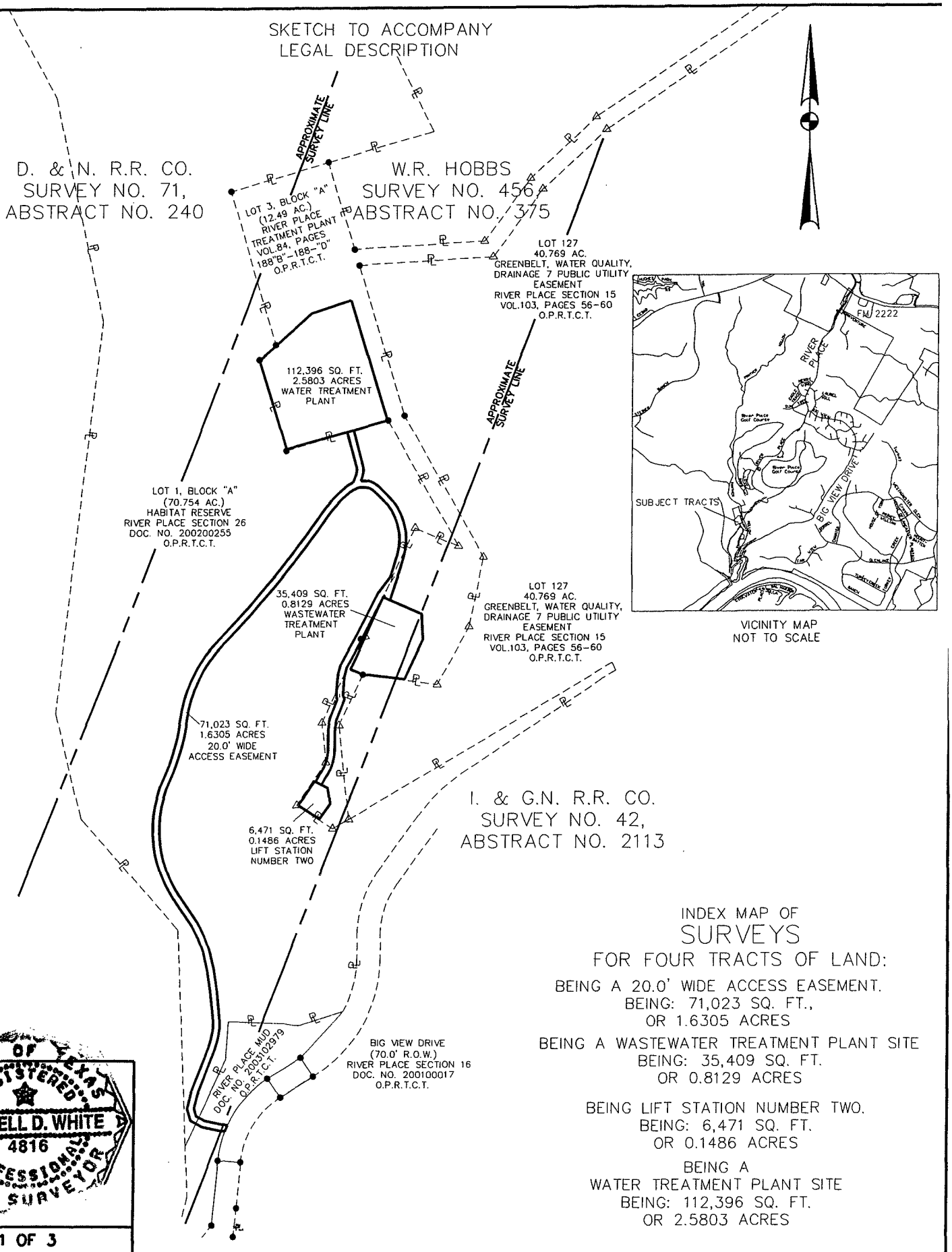
REFERENCES

TCAD R522601
AUSTIN GRID C-31

Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 05.25.2009
Engineering Support Section
Department of Public Works
and Transportation

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



VICINITY MAP
NOT TO SCALE

INDEX MAP OF
SURVEYS
FOR FOUR TRACTS OF LAND:

BEING A 20.0' WIDE ACCESS EASEMENT.
BEING: 71,023 SQ. FT.,
OR 1.6305 ACRES

BEING A WASTEWATER TREATMENT PLANT SITE
BEING: 35,409 SQ. FT.
OR 0.8129 ACRES

BEING LIFT STATION NUMBER TWO.
BEING: 6,471 SQ. FT.
OR 0.1486 ACRES

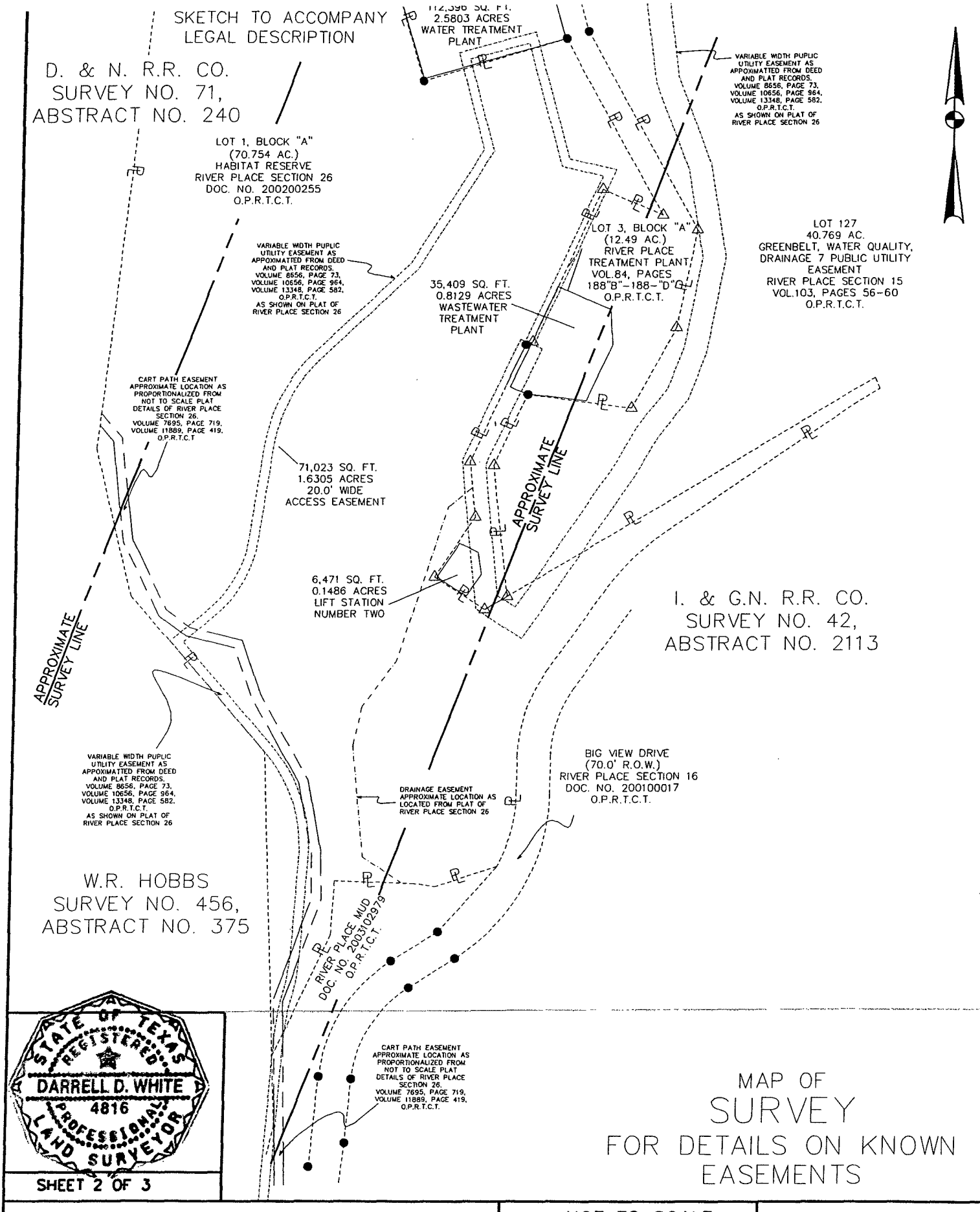
BEING A
WATER TREATMENT PLANT SITE
BEING: 112,396 SQ. FT.
OR 2.5803 ACRES

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 3

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

1" = 400'	JOB NO. 60101403
08-12-09	F.B.1363
DDW/BM	RIVER PLACE MUD



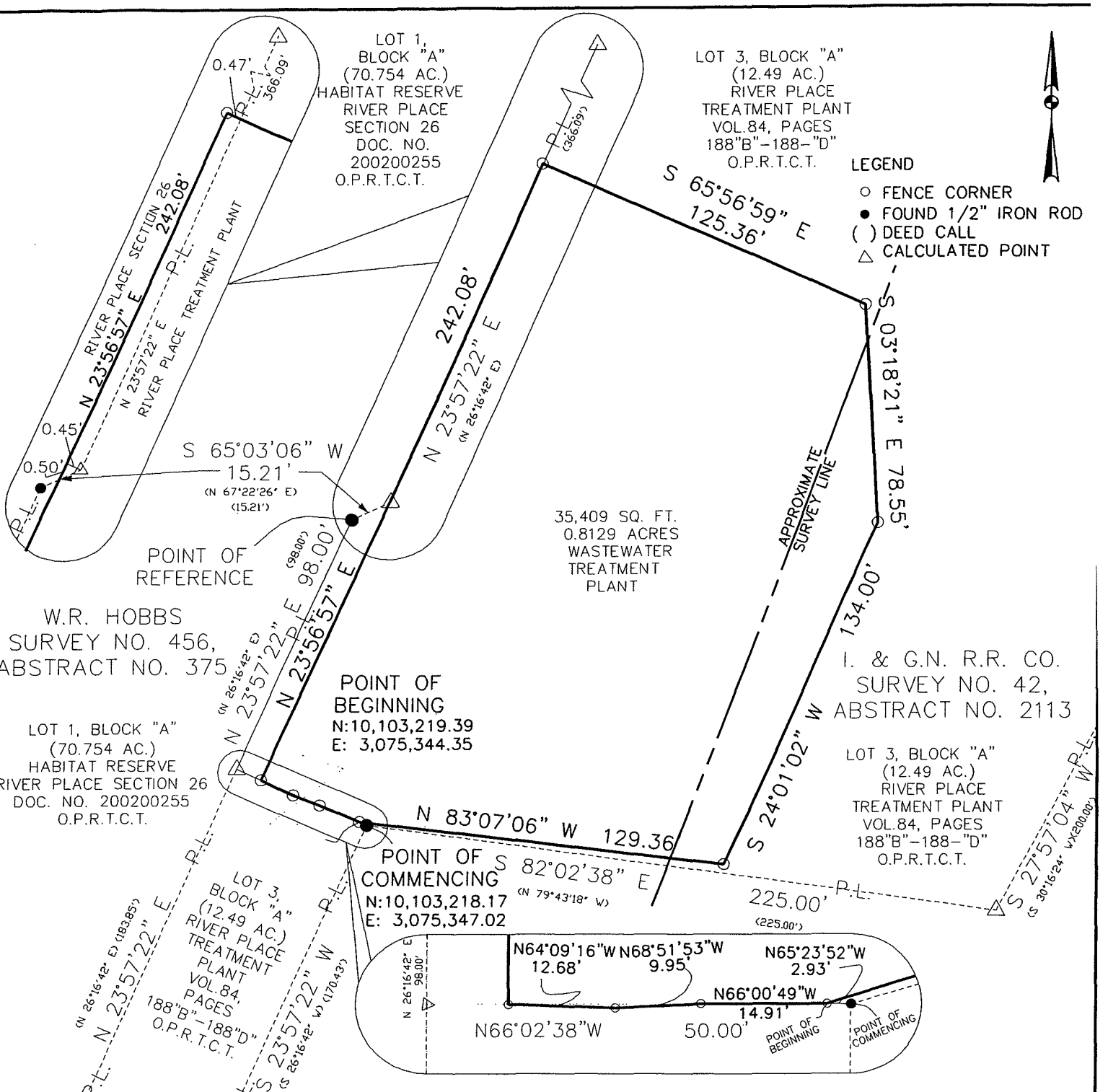
STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 2 OF 3

MAP OF SURVEY
FOR DETAILS ON KNOWN EASEMENTS

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW	PROJECT NAME: RIVER PLACE MUD



MAP OF

SURVEY

OF A 35,409 SQUARE FEET OR 0.8129 ACRE TRACT OF LAND BEING OUT OF AND PORTIONS OF LOT 1, BLOCK "A" RIVER PLACE SECTION 26, DOCUMENT NO. 200200255 O.P.R.T.C.T. AND LOT 3 BLOCK "A" RIVER PLACE TREATMENT PLANT, VOLUME 84, PAGES 188-"B"-188-"D" O.P.R.T.C.T. AND BEING OUT OF THE W.R. HOBBS SURVEY NO. 456, ABSTRACT NO. 375, TRAVIS COUNTY, TEXAS.

SHEET 3 OF 3

AECOM AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	1" = 50'	JOB NO. 60101403
	08-12-09	F.B.1363
	DDW	RIVER PLACE MUD

Road Access to Water and Wastewater Treatment Plants

EXHIBIT

(Access Esmt - Annexation)
Lot 3, Block "A", River Place
Wastewater Treatment Plant
Lot 1, Block "A", River Place Section 26
River Place Municipal Utility District

METES AND BOUNDS DESCRIPTION
1.6305 ACRES (71,023 SQUARE FEET)
W.R. HOBBS SURVEY No. 456, ABSTRACT No. 375
I.G. & N.R.R. SURVEY No. 42, ABSTRACT No. 2113
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 1.6305 acres (71,023 square feet) situated in the W.R. Hobbs Survey No. 456, Abstract No. 375, and the I.G. & R.R. Survey No. 42, Abstract No. 2113, Travis County, Texas, being a portion of Lot 3, Block "A", Wastewater Treatment Plant as recorded in Volume 188B-188D in the Travis County Plat Records (T.C.P.R.) and a portion of Lot 1, Block "A", River Place Section 26 as recorded under Document No. 200200255 of the Official Property Records of Travis County, Texas (O.P.R.T.C.T.). Said 1.6305 acres being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,101,724.68; E= 3,074,919.37) located in the westerly right-of-way line of Big View Drive (70' wide) as recorded in Document No. 200100017 of the O.P.R.T.C.T., same being the easterly boundary of a tract of land conveyed to the River Place Municipal Utility District by deed recorded under Document No. 2003102979 of the O.P.R.T.C.T., and marking the beginning of a curve to the right, from which a 1/2-inch iron rod found located in the westerly right-of-way line of Big View Drive bears South 05°04'53" West, a distance of 198.57 feet;

THENCE, 92.05 feet along the arc of said curve, and westerly right-of-way line of Big View Drive to the right having a Radius of 335.00 feet, a Central angle of 15°44'37", a Chord which bears North 12°51'19" East, a distance of 91.76 feet to a 1/2-inch iron rod set marking the **POINT OF BEGINNING** (N= 10,101,814.14; E= 3,074,939.79) of the herein described tract;

L-1 THENCE, North 78°35'52" West, a distance of 71.72 feet to a point for corner;

L-2 THENCE, North 61°10'58" West, a distance of 39.83 feet to a point for corner;

L-3 THENCE, North 16°05'03" West, a distance of 37.86 feet to a point for corner;

L-4 THENCE, North 13°13'55" East, a distance of 50.91 feet to a 1/2-inch iron rod set for corner;

L-5 THENCE, North 20°10'04" East, a distance of 136.62 feet to a 1/2-inch iron rod set marking the beginning of a curve to the left for corner;

C-1 THENCE, 112.71 feet along arc of said curve to the left having a Radius of 225.53 feet, a Central angle of 28°38'04", a Chord which bears North 08°47'12" East, a distance of 111.54 feet to a point a point for corner;

L-6 THENCE, North 06°05'48" West, a distance of 78.82 feet to a 1/2-inch iron rod set for corner;

L-7 THENCE, North 08°49'01" West, a distance of 63.33 feet to a 1/2-inch iron rod set for corner;

L-8 THENCE, North 13°40'10" West, a distance of 55.00 feet to a point for corner;

L-9 THENCE, North 20°22'56" West, a distance of 46.46 feet to a point for corner;

L-10 THENCE, North 26°27'57" West, a distance of 39.73 feet to a point for corner;

L-11 THENCE, North 33°51'58" West, a distance of 98.30 feet to a 1/2-inch iron rod set marking the beginning of a curve to the right for corner;

C-2 THENCE, 394.34 feet along arc of said curve to the right having a Radius of 392.76 feet, a Central angle of 57°31'34", a Chord which bears North 05°06'11" West, a distance of 377.98 feet to a to a 1/2-inch iron rod set of a reverse curve to the left for corner;

C-3 THENCE, 183.92 feet along arc of said curve to the left having a Radius of 611.80 feet, a Central angle of 17°13'26", a Chord which bears North 15°02'53" East, a distance of 183.23 feet to a 1/2-inch iron rod set of a reverse curve to the right for corner;

C-4 THENCE, 274.36 feet along arc of said curve to the right having a Radius of 419.79 feet, a Central angle of 37°26'48", a Chord which bears North 25°09'33" East, a distance of 269.50 feet to a point marking a reverse curve to the left for corner;

C-5 THENCE, 494.10 feet along arc of said curve to the left having a Radius of 2,716.77 feet, a Central angle of 10°25'13", a Chord which bears North 38°52'15" East, a distance of 493.41 feet to a 1/2-inch iron rod set of a reverse curve to the right for corner;

C-6 THENCE, 101.39 feet along arc of said curve to the right having a Radius of 418.44 feet, a Central angle of 13°52'58", a Chord which bears North 40°36'08" East, a distance of 101.14 feet to a point marking a reverse curve to the right for corner;

L-12 THENCE, North 47°32'37"East, a distance of 15.58 feet to a 1/2-inch iron rod set marking the beginning of a curve to the right for corner;

C-7 THENCE, 24.08 feet along arc of said curve to the right having a Radius of 73.53 feet, a Central angle of 18°45'43", a Chord which bears North 56°55'28" East, a distance of 23.97 feet to a point for corner;

L-13 THENCE, North 19°50'02"East, a distance of 19.73 feet to a point marking the beginning of a curve to the left for corner;

C-8 THENCE, 39.50 feet along arc of said curve to the left having a Radius of 49.63 feet, a Central angle of 45°35'58", a Chord which bears North 01°33'06" East, a distance of 38.46 feet a point for corner;

L-14 THENCE, North 15°07'51"West, a distance of 102.19 feet to a 1/2-inch iron rod set for corner;

L-15 THENCE, North 74°11'33"East, a distance of 20.00 feet to a point for corner;

L-16 THENCE, South 15°07'51"East, a distance of 101.44 feet to a calculated point marking the beginning of a curve to the right for corner;

C-9 THENCE, 53.40 feet along arc of said curve to the right having a Radius of 69.63 feet, a Central angle of 43°56'39", a Chord which bears South 01°40'35" West, a distance of 52.11 feet to a point for corner;

L-17 THENCE, South 19°50'02" West, a distance of 5.47 feet to a point marking the beginning of a curve to the right for corner;

C-10 THENCE, 64.58 feet along arc of said curve to the right having a Radius of 73.53 feet, a Central angle of 50°19'08", a Chord which bears South 69°38'02" East, a distance of 62.52 feet to a 1/2-inch iron rod set for corner;

L-18 THENCE, South 44°28'28" East, a distance of 33.46 feet to a calculated point marking the beginning of a curve to the right for corner;

C-11 THENCE, 200.46 feet along arc of said curve to the right having a Radius of 195.25 feet, a Central angle of 58°49'27", a Chord which bears South 15°03'45" East, a distance of 191.77 feet to a 1/2-inch iron rod set for corner;

L-19 THENCE, South 15°32'19"West, a distance of 47.42 feet to a point for corner;

L-20 THENCE, South 17°39'52"West, a distance of 96.41 feet to a 1/2-inch iron rod set for corner;

L-21 THENCE, North 65°56'59"West, a distance of 20.12 feet to a point for corner;

L-22 THENCE, North 17°39'52"East, a distance of 6.55 feet to a point for corner;

L-23 THENCE, South 36°35'10"West, a distance of 4.68 feet to a point for corner;

L-24 THENCE, South 26°51'52"West, a distance of 243.90 feet to a 1/2-inch iron rod set for corner;

L-25 THENCE, South 13°57'49"West, a distance of 25.63 feet to a point for corner;

L-26 THENCE, South 05°18'54"West, a distance of 25.41 feet to a point for corner;

L-27 THENCE, South 03°55'54"West, a distance of 30.33 feet to a point for corner;

L-28 THENCE, South 04°05'44"East, a distance of 6.82 feet to a point for corner;

L-29 THENCE, South 31°52'29"East, a distance of 9.52 feet to a point for corner;

L-30 THENCE, South 21°02'43"West, a distance of 64.63 feet to a point marking the beginning of a curve to the left for corner;

C-14 THENCE, 59.29 feet along arc of said curve to the left having a Radius of 181.26 feet, a Central angle of 18°44'30", a Chord which bears South 06°19'20" West, a distance of 59.03 feet to a point for corner;

L-31 THENCE, South 00°02'45"West, a distance of 33.26 feet to a point marking the beginning of a curve to the right for corner;

C-15 THENCE, 92.84 feet along arc of said curve to the right having a Radius of 146.77 feet, a Central angle of 36°14'34", a Chord which bears South 16°23'23" West, a distance of 91.30 feet to a point for corner;

L-32 THENCE, South 26°52'56" West, a distance of 26.78 feet to a 1/2-inch iron rod set for corner;

L-33 THENCE, North 62°02'57" West, a distance of 20.00 feet to a 1/2-inch iron rod set for corner;

L-34 THENCE, North 26°52'56" East, a distance of 27.79 feet to a point marking the beginning of a curve to the left for corner;

C-16 THENCE, 81.77 feet along arc of said curve to the left having a Radius of 126.82 feet, a Central angle of 36°56'24", a Chord which bears of North 16°37'06" East, a distance of 80.36 feet to a point for corner;

L-35 THENCE, North 00°02'11" East, a distance of 33.33 feet to a point marking the beginning of a curve to the right for corner;

C-17 THENCE, 65.98 feet along arc of said curve to the right having a Radius of 200.77 feet, a Central angle of 18°49'44", a Chord which bears North 06°33'48" East, a distance of 65.68 feet to a point for corner;

L-36 THENCE, North 21°02'43" East, a distance of 55.58 feet to a point for corner;

L-37 THENCE, North 31°52'29" West, a distance of 4.51 feet to a point for corner;

L-38 THENCE, North 04°05'44" West, a distance of 13.17 feet to a point for corner;

L-39 THENCE, North 03°55'54" East, a distance of 31.97 feet to a point for corner;

L-40 THENCE, North 05°18'54" East, a distance of 27.17 feet to a point for corner;

L-41 THENCE, North 13°57'49" East, a distance of 29.40 feet to a point for corner;

L-42 THENCE, North 26°51'52" East, a distance of 247.87 feet to a point for corner;

L-43 THENCE, North 36°35'10" East, a distance of 48.69 feet to a point for corner;

L-44 THENCE, North 33°44'57" East, a distance of 18.77 feet to a point for corner;

L-45 THENCE, North 17°38'51" East, a distance of 22.90 feet to a point for corner;

L-46 THENCE, North 15°32'19" East, a distance of 46.65 feet to a 1/2-inch iron rod set marking the beginning of a curve to the left for corner;

C-18 THENCE, 179.73 feet along arc of said curve to the left having a Radius of 175.25 feet, a Central angle of 58°45'29", a Chord which bears North 15°05'44" West, a distance of 171.95 feet to a point for corner;

L-47 THENCE, North 44°28'28" West, a distance of 33.46 feet to 1/2-inch iron rod set marking the beginning of a curve to the left for corner;

C-19 THENCE, 82.20 feet along arc of said curve to the left having a Radius of 53.53 feet, a Central angle of 87°58'55", a Chord which bears North 88°27'56" West, a distance of 74.36 feet to a 1/2-inch iron rod set for corner;

L-48 THENCE, South 47°32'37"West, a distance of 15.58 feet to a point marking the beginning of a curve to the left for corner;

C-20 THENCE, 96.54 feet along arc of said curve to the left having a Radius of 398.44 feet, a Central angle of 13°52'58", a Chord which bears South 40°36'08" West, a distance of 96.31 feet to a 1/2-inch iron rod set of a reverse curve to the right for corner;

C-21 THENCE, 497.70 feet along arc of said curve to the right having a Radius of 2,736.77 feet, a Central angle of 10°25'10", a Chord which bears South 38°52'14" West, a distance of 497.01 feet to a 1/2-inch iron rod set of a reverse curve to the left for corner;

C-22 THENCE, 261.25 feet along arc of said curve to the left having a Radius of 399.79 feet, a Central angle of 37°26'30", a Chord which bears South 25°09'25" West, a distance of 256.63 feet to a 1/2-inch iron rod set of a reverse curve to the right for corner;

C-23 THENCE, 189.93 feet along arc of said curve to the right having a Radius of 631.80 feet, a Central angle of 17°13'26", a Chord which bears South 15°02'53" West, a distance of 189.22 feet to a 1/2-inch iron rod set of a reverse curve to the left for corner;

C-24 THENCE, 374.25 feet along arc of said curve to the left having a Radius of 372.76 feet, a Central angle of 57°31'34", a Chord which bears South 05°06'11" East, a distance of 358.73 feet to a 1/2-inch iron rod set for corner;

L-49 THENCE, South 33°51'58"East, a distance of 99.59 feet to a point for corner;

L-50 THENCE, South 26°27'57"East, a distance of 42.09 feet to a point for corner;

L-51 THENCE, South 20°22'56"East, a distance of 48.70 feet to a point for corner;

L-52 THENCE, South 13°40'10"East, a distance of 57.02 feet to a 1/2-inch iron rod set for corner;

L-53 THENCE, South 08°49'01"East, a distance of 64.65 feet to a 1/2-inch iron rod set for corner;

L-54 THENCE, South 06°05'48"East, a distance of 79.39 feet to a point marking the beginning of a curve to the right for corner;

C-25 THENCE, 122.29 feet along arc of said curve to the right having a Radius of 245.53 feet, a Central angle of 28°32'09", a Chord which bears South 08°42'50"West, a distance of 121.03 feet to a 1/2-inch iron rod set for corner;

L-55 THENCE, South 20°10'04"West, a distance of 134.90 feet to a 1/2-inch iron rod set for corner;

L-56 THENCE, South 13°13'55"West, a distance of 44.47 feet to a point for corner;

L-57 THENCE, South 16°05'03"East, a distance of 24.32 feet to a point for corner;

L-58 THENCE, South 61°10'58"East, a distance of 28.46 feet to a point for corner;

L-59 THENCE, South 78°35'52"East, a distance of 72.57 feet to a 1/2-inch iron rod set marking the beginning of a curve to the left for corner and being in the aforementioned westerly right-of-way line of Big View Drive;

THENCE, 20.38 feet along arc of said curve, and westerly right-of-way line of Big View Drive, to the left having a Radius of 335.00 feet, a Central angle of 3°29'10", a Chord which bears South 22°28'12"West, a distance of 20.38 feet to the **POINT OF BEGINNING** containing a computed area of 1.6305 acres (71,023 Square Feet) of land, more or less





Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

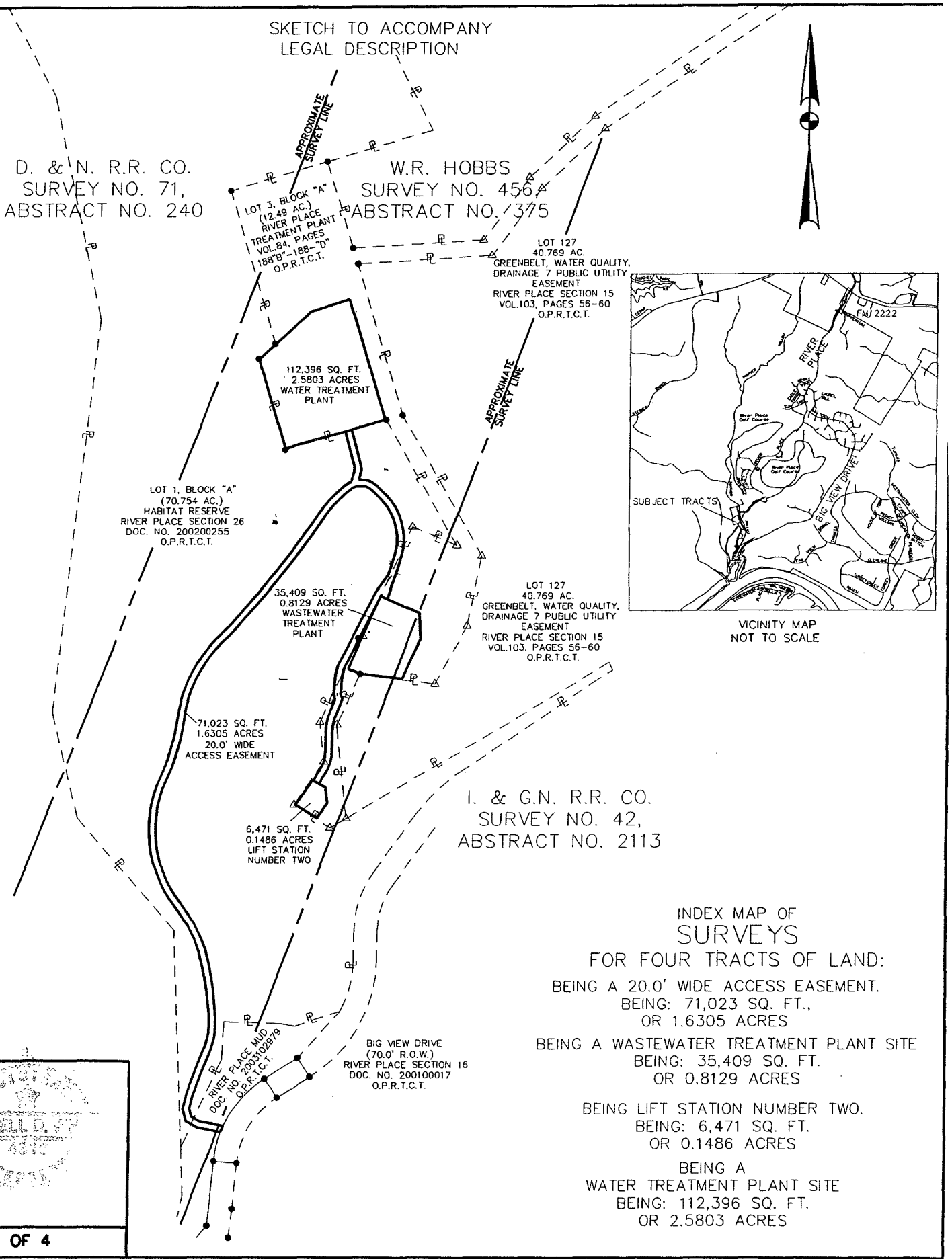
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R522601
AUSTIN GRID C-31

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



VICINITY MAP
NOT TO SCALE

INDEX MAP OF
SURVEYS
FOR FOUR TRACTS OF LAND:

BEING A 20.0' WIDE ACCESS EASEMENT.
BEING: 71,023 SQ. FT.,
OR 1.6305 ACRES

BEING A WASTEWATER TREATMENT PLANT SITE
BEING: 35,409 SQ. FT.
OR 0.8129 ACRES

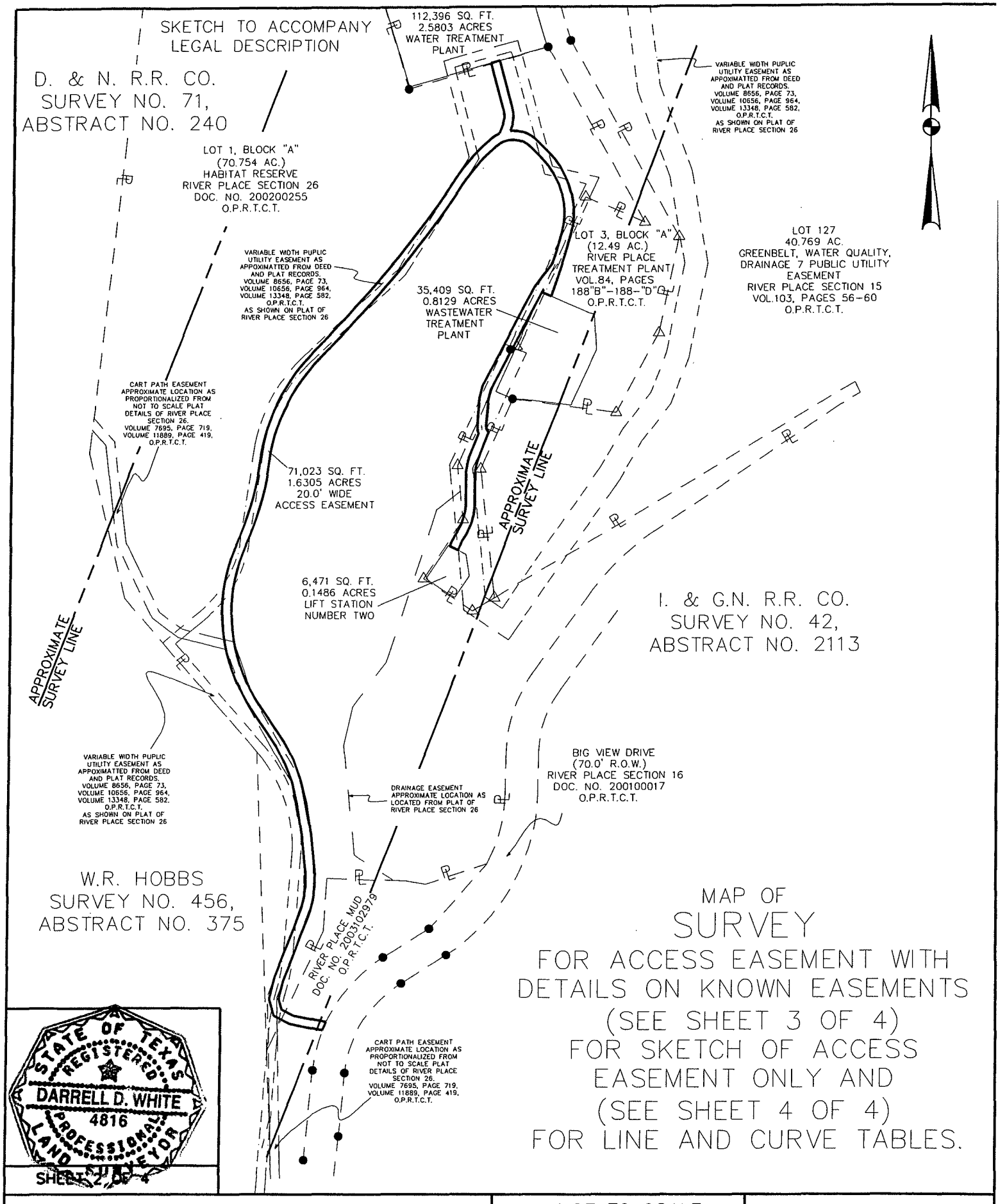
BEING LIFT STATION NUMBER TWO.
BEING: 6,471 SQ. FT.
OR 0.1486 ACRES

BEING A
WATER TREATMENT PLANT SITE
BEING: 112,396 SQ. FT.
OR 2.5803 ACRES

CARROLL D. FT
4317
REGISTERED
SURVEYOR

SHEET 1 OF 4

AECOM AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	1" = 400'	JOB NO. 60101403
	08-12-09	F.B.1363
	DDW/BM	RIVER PLACE MUD



MAP OF

SURVEY

FOR ACCESS EASEMENT WITH DETAILS ON KNOWN EASEMENTS

(SEE SHEET 3 OF 4)

FOR SKETCH OF ACCESS EASEMENT ONLY AND

(SEE SHEET 4 OF 4)

FOR LINE AND CURVE TABLES.

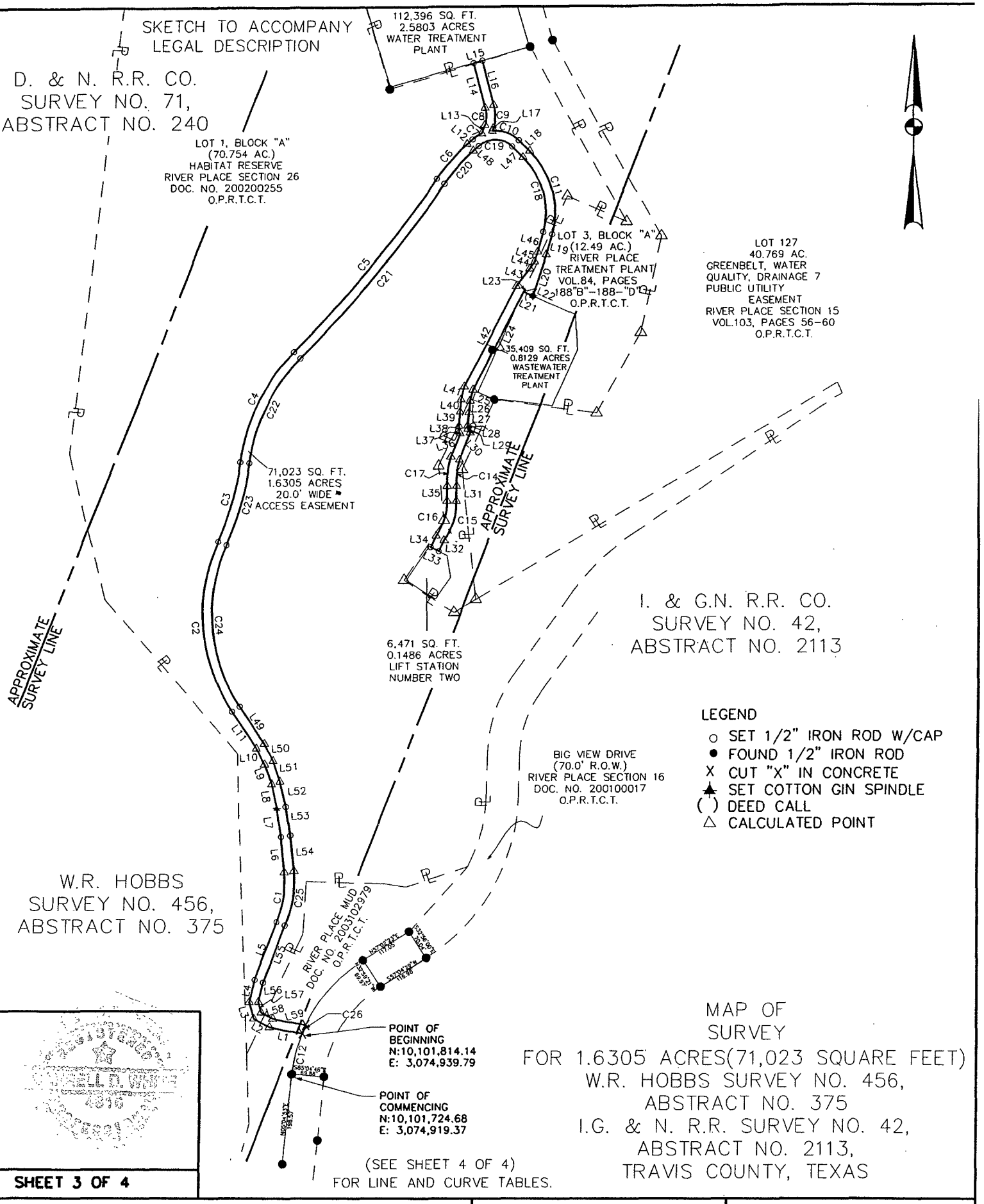
STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 2 OF 4

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW	PROJECT NAME: RIVER PLACE MUD

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



LEGEND

- o SET 1/2" IRON ROD W/CAP
- ● FOUND 1/2" IRON ROD
- X CUT "X" IN CONCRETE
- ⏏ SET COTTON GIN SPINDLE
- ( ) DEED CALL
- △ CALCULATED POINT

(SEE SHEET 4 OF 4)
FOR LINE AND CURVE TABLES.

MAP OF
SURVEY
FOR 1.6305 ACRES(71,023 SQUARE FEET)
W.R. HOBBS SURVEY NO. 456,
ABSTRACT NO. 375
I.G. & N. R.R. SURVEY NO. 42,
ABSTRACT NO. 2113,
TRAVIS COUNTY, TEXAS

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW/BM	PROJECT NAME: RIVER PLACE MUD

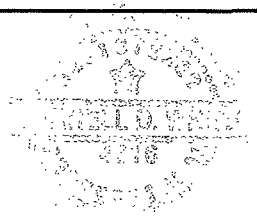
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78°35'52" W	71.72'
L2	N 61°10'58" W	39.83'
L3	N 16°05'03" W	37.86'
L4	N 13°13'55" E	50.91'
L5	N 20°10'04" E	136.62'
L6	N 06°05'48" W	78.82'
L7	N 08°49'01" W	63.33'
L8	N 13°40'10" W	55.00'
L9	N 20°22'56" W	46.46'
L10	N 26°27'57" W	39.73'
L11	N 33°51'58" W	98.30'
L12	N 47°32'37" E	15.58'
L13	N 19°50'02" E	19.73'
L14	N 15°07'51" W	102.19'
L15	N 74°11'33" E	20.00'
L16	S 15°07'51" E	101.44'
L17	S 19°50'02" W	5.47'
L18	S 44°28'28" E	33.46'
L19	S 15°32'19" W	47.42'
L20	S 17°39'52" W	96.41'
L21	N 65°56'59" W	20.12'
L22	N 17°39'52" E	6.55'
L23	S 36°35'10" W	4.68'
L24	S 26°51'52" W	243.90'
L25	S 13°57'49" W	25.63'
L26	S 05°18'54" W	25.41'
L27	S 03°55'54" W	30.33'
L28	S 04°05'44" E	6.82'
L29	S 31°52'29" E	9.52'
L30	S 21°02'43" W	64.63'
L31	S 00°02'45" W	33.26'
L32	S 26°52'56" W	26.78'
L33	N 62°02'57" W	20.00'
L34	N 26°52'56" E	27.79'
L35	N 00°02'11" E	33.33'
L36	N 21°02'43" E	55.58'
L37	N 31°52'29" W	4.51'
L38	N 04°05'44" W	13.17'
L39	N 03°55'54" E	31.97'
L40	N 05°18'54" E	27.17'
L41	N 13°57'49" E	29.40'
L42	N 26°51'52" E	247.87'
L43	N 36°35'10" E	48.69'
L44	N 33°44'57" E	18.77'
L45	N 17°38'51" E	22.90'
L46	N 15°32'19" E	46.65'
L47	N 44°28'28" W	33.46'
L48	S 47°32'37" W	15.58'
L49	S 33°51'58" E	99.59'
L50	S 26°27'57" E	42.09'
L51	S 20°22'56" E	48.70'
L52	S 13°40'10" E	57.02'
L53	S 08°49'01" E	64.65'
L54	S 06°05'48" E	79.39'
L55	S 20°10'04" W	134.90'
L56	S 13°13'55" W	44.47'
L57	S 16°05'03" E	24.32'
L58	S 61°10'58" E	28.46'
L59	S 78°35'52" E	72.57'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	225.53'	112.71'	111.54'	N 08°47'12" E	28°38'04"
C2	392.76'	394.34'	377.98'	N 05°06'11" W	57°31'34"
C3	611.80'	183.92'	183.23'	N 15°02'53" E	17°13'26"
C4	419.79'	274.36'	269.50'	N 25°09'33" E	37°26'48"
C5	2716.77'	494.10'	493.41'	N 38°52'15" E	10°25'13"
C6	418.44'	101.39'	101.14'	N 40°36'08" E	13°52'58"
C7	73.53'	24.08'	23.97'	N 56°55'28" E	18°45'43"
C8	49.63'	39.50'	38.46'	N 01°33'06" E	45°35'58"
C9	69.63'	53.40'	52.11'	S 01°40'35" W	43°56'39"
C10	73.53'	64.58'	62.52'	S 69°38'02" E	50°19'08"
C11	195.25'	200.46'	191.77'	S 15°03'45" E	58°49'27"
C12	335.00'	92.05'	91.76'	N 12°51'19" E	15°44'37"
C13	335.00'	191.62'	189.02'	N 40°35'59" E	32°46'25"
C14	181.26'	59.29'	59.03'	S 06°19'20" W	18°44'30"
C15	146.77'	92.84'	91.30'	S 16°23'23" W	36°14'34"
C16	126.82'	81.77'	80.36'	N 16°37'06" E	36°56'24"
C17	200.77'	65.98'	65.68'	N 06°33'48" E	18°49'44"
C18	175.25'	179.73'	171.95'	N 15°05'44" W	58°45'29"
C19	53.53'	82.20'	74.36'	N 88°27'56" W	87°58'55"
C20	398.44'	96.54'	96.31'	S 40°36'08" W	13°52'58"
C21	2736.77'	497.70'	497.01'	S 38°52'14" W	10°25'10"
C22	399.79'	261.25'	256.63'	S 25°09'25" W	37°26'30"
C23	631.80'	189.93'	189.22'	S 15°02'53" W	17°13'26"
C24	372.76'	374.25'	358.73'	S 05°06'11" E	57°31'34"
C25	245.53'	122.29'	121.03'	S 08°42'50" W	28°32'09"
C26	335.00'	20.38'	20.38'	S 22°28'12" W	3°29'10"

LINE AND CURVE TABLE FOR SURVEY OF ACCESS EASEMENT



SHEET 4 OF 4

AECOM

AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW	PROJECT NAME: RIVER PLACE MUD

Lift Station No. 1 @ Pelican Point

EXHIBIT

(Lift Station No. 1 Annexation)
Lot 15, Block "C"
River Place Section 4

METES AND BOUNDS DESCRIPTION
334 SQUARE FEET
H.E. & W.T.R.R. CO. SURVEY No. 199
ABSTRACT NO. 2300
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 334 square feet situated in the H.E. & W.T.R.R. Co. Survey No. 199, Abstract No. 2300, Travis County, Texas and being a portion of Lot 15, Block "C", of River Place Subdivision, Section 4, as recorded in Volume 85, Pages 4D – 5B of the Travis County Plat Records (T.C.P.R.). Said 334 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,111,456.69; E= 3,078,102.56) in the south line of a called 1751.865 acre tract of land conveyed to the City of Austin by deed recorded in Volume 11848, Page 1718 of the Official Public Records in Travis County, Texas (O.P.R.T.C.T.) and marking the northeast corner of said Lot 15, Block "C", and herein described tract, also being the most northerly corner of Lot 14, Block "C", and the northwest corner of Lot 10, Block "C" of River Place Subdivision, Section 4 as recorded in Volume 85, Pages 4D – 5B of the T.C.P.R., from which a 1/2-inch iron rod found marking an angle point in the north line of said Lot 15 bears North 85°19'25" West, a distance of 114.64 feet and from which the most easterly corner of aforementioned Lot 14 bears (calculated) bears South 39°05'42" East, a distance of 121.46 feet;

THENCE, South 46°01'07" West, a distance of 5.79 feet along the common boundary line of said Lots 14 & 15 to a 1/2-inch iron rod set marking the **POINT OF BEGINNING** (N= 10,111,452.67; E= 3,078,098.40) of the herein described tract;

THENCE, South 46°01'07" West, a distance of 24.96 feet along the southeasterly line of said Lot 15, same being the northwesterly line of said Lot 14, to a 1/2-inch iron rod set marking the most southerly corner of the herein described tract, and from which a 5/8-inch iron rod found marking the southeasterly corner of said Lot 15, same being the northwesterly corner of said Lot 14 bears South 46°01'07" West, a distance of 117.29 feet and being in the northeasterly right-of-way line of Pelican Point Drive;

THENCE, North 42°36'25" West, a distance of 12.11 feet, leaving said common boundary of Lots 14 & 15 to 1/2-inch iron rod set marking the most westerly corner of the herein described tract;

THENCE, North 32°27'06" East, a distance of 16.81 feet to 1/2-inch iron rod set marking northwest corner of the herein described tract and located in the northerly line of said Lot 15, from which a 5/8-inch iron rod found marking the aforementioned angle point in the north line of said Lot 15 bears North 85°19'25" West, a distance of 93.27 feet;

THENCE, South 85°19'25" East, a distance of 16.34 feet along the north line of said Lot 15, to 1/2-inch iron rod set marking northeast corner of the herein described tract and located in the northerly line of said Lot 15;

THENCE, South 10°55'20" East, a distance of 4.51 feet, leaving said north line of said Lot15, to the **POINT OF BEGINNING** containing a computed area of 334 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

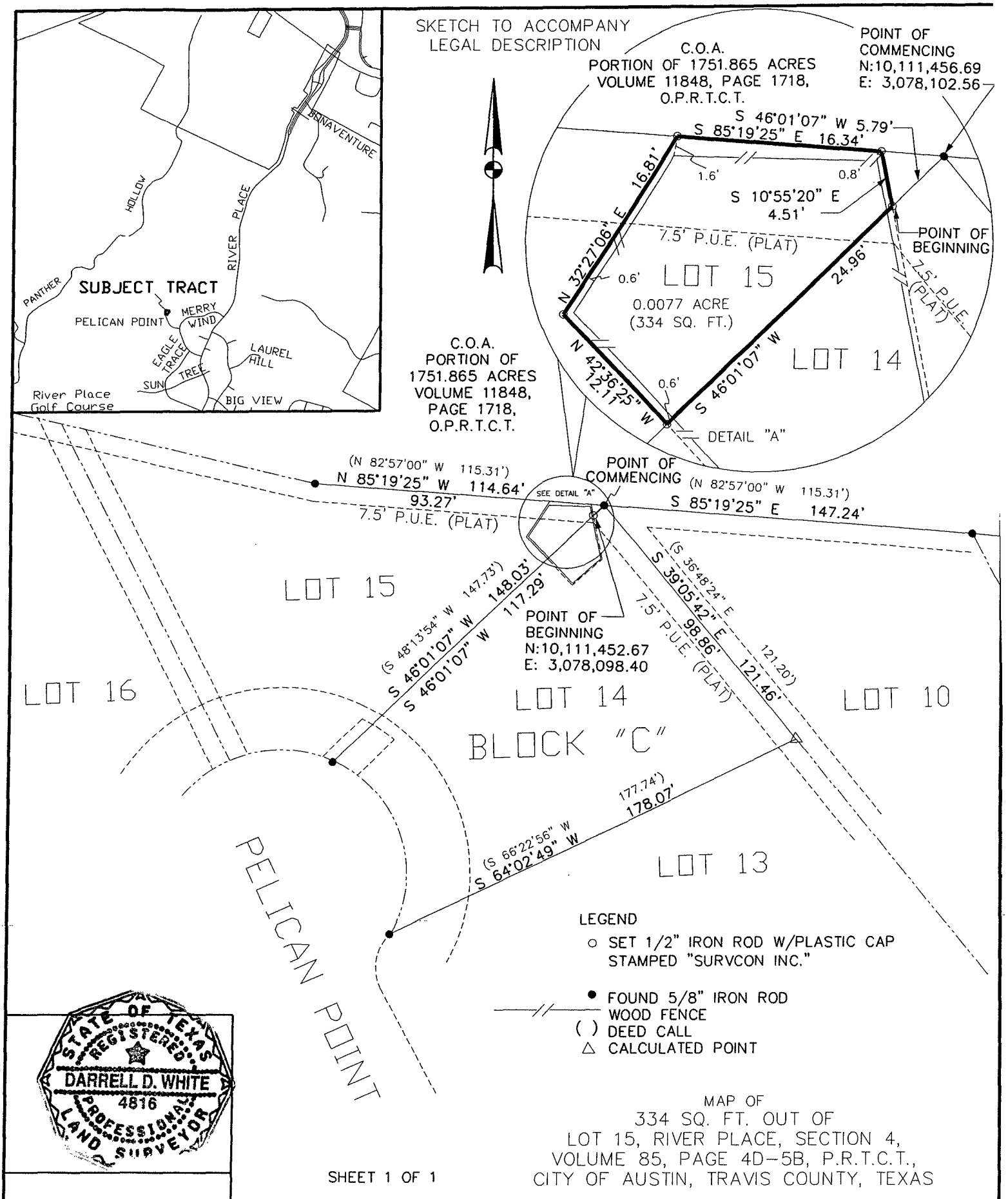


Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 8.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R149177
AUSTIN GRID C-32



STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 1

MAP OF
334 SQ. FT. OUT OF
LOT 15, RIVER PLACE, SECTION 4,
VOLUME 85, PAGE 4D–5B, P.R.T.C.T.,
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 50'	JOB NO. 60101403.01.01
DATE: 08–05–09	F.B.–1363
DRAWN BY: DDW/BM	PROJECT: COA – BOUNDARY

EXHIBIT

(Lift Station No. 1 Annexation)
Lot 14, Block "C"
River Place Section 4

METES AND BOUNDS DESCRIPTION
299 SQUARE FEET
H.E. & W.T.R.R. CO. SURVEY No. 199
ABSTRACT NO. 2300
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 299 square feet situated in the H.E.& W.T.R.R. Co. Survey No. 199, Abstract No. 2300, Travis County, Texas and being a portion of Lot 14, Block "C", of River Place Subdivision, Section 4, as recorded in Volume 85, Pages 4D – 5B of the Travis County Plat Records (T.C.P.R.). Said 299 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,111,456.69; E= 3,078,102.56) in the south line of a called 1751.865 acre tract of land conveyed to the City of Austin by deed recorded in Volume 11848, Page 1718 of the Official Property Records in Travis County, Texas (O.P.R.T.C.T.) and marking the most northerly corner of said Lot 14, Block "C", also being the northeasterly corner of Lot 15, Block "C", River Place Subdivision, Section 4, and also being the northwest corner of Lot 10, Block "C" of River Place Subdivision, Section 4 as recorded in Volume 85, Pages 4D – 5B of the T.C.P.R., from which a 1/2-inch iron rod found marking an angle point in the north line of said Lot 15 bears North 85°19'25" West, a distance of 114.64 feet and from which the most easterly corner of aforementioned Lot 14 bears (calculated) bears South 39°05'42" East, a distance of 121.46 feet;

THENCE, South 46°01'07" West, a distance of 5.79 feet along the common boundary line of said Lots 14 & 15 to a 1/2-inch iron rod set marking the **POINT OF BEGINNING** (N= 10,111,452.67; E= 3,078,098.40) of the herein described tract;

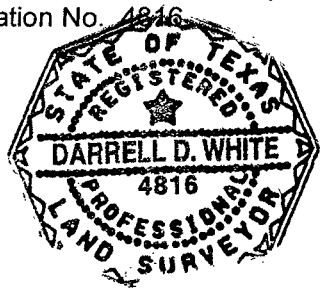
THENCE, South 10°55'20" East, a distance of 17.91 feet, leaving said common boundary line of said Lots 14 & 15 to a 1/2-inch iron rod set marking the most easterly corner of the herein described tract;

THENCE, South 48°19'12" West, a distance of 15.55 feet to a 1/2-inch iron rod set marking the most southerly corner of the herein described tract;

THENCE, North 42°36'25" West, a distance of 14.39 feet to a 1/2-inch iron rod set for corner and being located in the common boundary line of aforesaid Lots 14 and 15, from which a 5/8-inch iron rod found marking the southeasterly corner of said Lot 15, same being the northwesterly corner of said Lot 14 bears South 46°01'07" West, a distance of 117.29 feet and being in the northeasterly right-of-way line of Pelican Point Drive;

THENCE, North 46°01'07" East, a distance of 24.96 feet along the common boundary line of said Lots 14 & 15 to the **POINT OF BEGINNING** containing a computed area of 299 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816



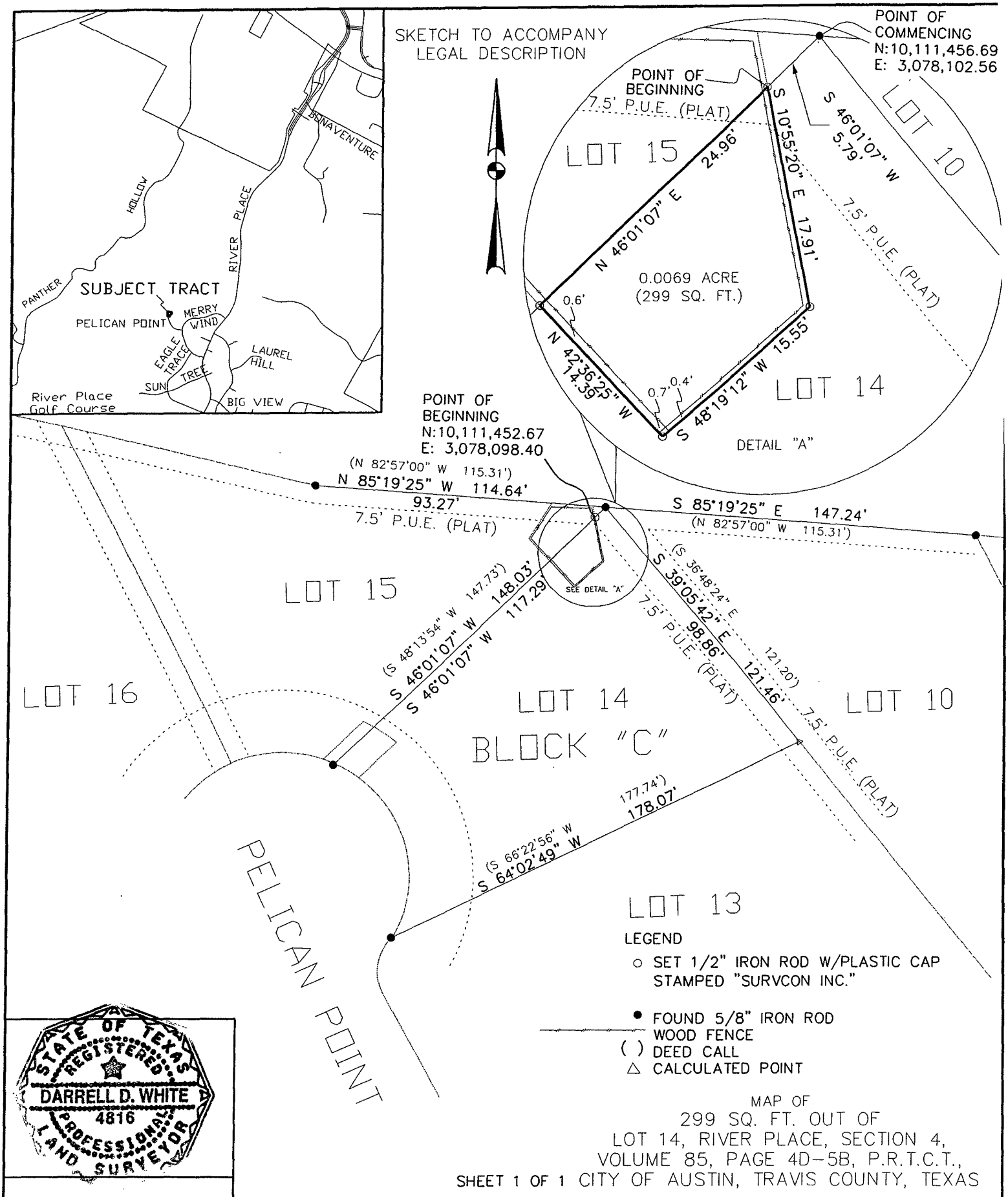
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R149176
AUSTIN GRID C-32

Z:\AUSTIN - CITY OF\60101403 RIVER PLACE MUD\4 LS 1 at Pelican Pt\docs\M+B\LS No.1 - Lot 14 - 299 SF M&B.doc



STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

MAP OF
299 SQ. FT. OUT OF
LOT 14, RIVER PLACE, SECTION 4,
VOLUME 85, PAGE 4D–5B, P.R.T.C.T.,
SHEET 1 OF 1 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

AECOM AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	SCALE: 1" = 50'	JOB NO. 60101403.01.01
	DATE: 08–05–09	F.B.–1303
	DRAWN BY: DDW/BM	PROJECT: COA – BOUNDARY

Lift Station No. 2 @ WWTP

EXHIBIT

(Lift Station No. 2 - Annexation)
Lot 1, Block "A", River Place Section 26
Lot 3, Block "A", River Place Treatment Plant
River Place Municipal Utility District

METES AND BOUNDS DESCRIPTION
0.1486 ACRE (6,471 SQUARE FEET)
W.R. HOBBS SURVEY No. 456, ABSTRACT No. 375
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 0.1486 acre (6,471 square feet) situated in the W.R. Hobbs Survey No. 456, Abstract No. 375, Travis County, Texas, being out of Lot 3, Block "A", River Place Treatment Plant, as recorded in Volume 84, Page 188B – 188D in the Travis County Plat Records (T.C.P.R.). Said 0.1486 acre being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,103,218.17; E= 3,075,347.02) being an ell corner and located in the westerly boundary of Lot 127, River Place Section 15 as recorded in Volume 103, Pages 56 – 60 in the T.C.P.R., same being the easterly boundary line of said Lot 3, Block "A", River Place Treatment Plant, from which a computed corner of said Lot 3, Block "A" bears South 82°02'38" East, a distance of 225.00 feet;

THENCE, North 66°02'38" West, a distance of 50.00 feet to a calculated point located in the westerly boundary of said Lot 3, Block "A", same being the easterly boundary of Lot 1, Block "A", River Place Section 26 as recorded in Document No. 200200255 Official Public Records of Travis County, Texas (O.P.R.T.C.T.), from which a 1/2-inch iron rod found marking a common ell corner of said Lots 1 & 3 bears North 23°57'22" East, a distance of 98.00 feet;

THENCE, along the common boundary line of said Lot 3, Block "A" and Lot 1, Block "A", River Place Section 26 the following two (2) courses and distance:

1. South 23°57'22" West, a distance of 183.85 feet to a calculated point for corner;

2. South 06°05'30" East, a distance of 122.24 feet to a calculated point for corner, from which the most southwesterly corner of said Lot 3, Block "A", and ell corner of said Lot 1, Block "A", bears South 33°29'14" West, a distance of 157.26 feet;

THENCE, South 30°20'38" West, a distance of 66.35 feet to an existing Fence Post marking the **POINT OF BEGINNING** (N= 10,102,891.65; E= 3,075,206.13) of the herein described tract;

THENCE, along the existing fenceline the following five (5) courses and distances:

1. South 62°02'57" East, a distance of 44.33 feet to a Fence Post for corner;

2. South 09°15'22" East, a distance of 48.41 feet to a Fence Post for corner;

3. South 34°17'47" West, a distance of 57.84 feet to a Fence Post for corner;

4. North 56°21'31" West, a distance of 75.98 feet to a Fence Post for corner;

5. North 33°22'00" East, a distance of 88.90 feet to the **POINT OF BEGINNING** containing a computed area of 0.1486 acre (6,471 square feet) of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816



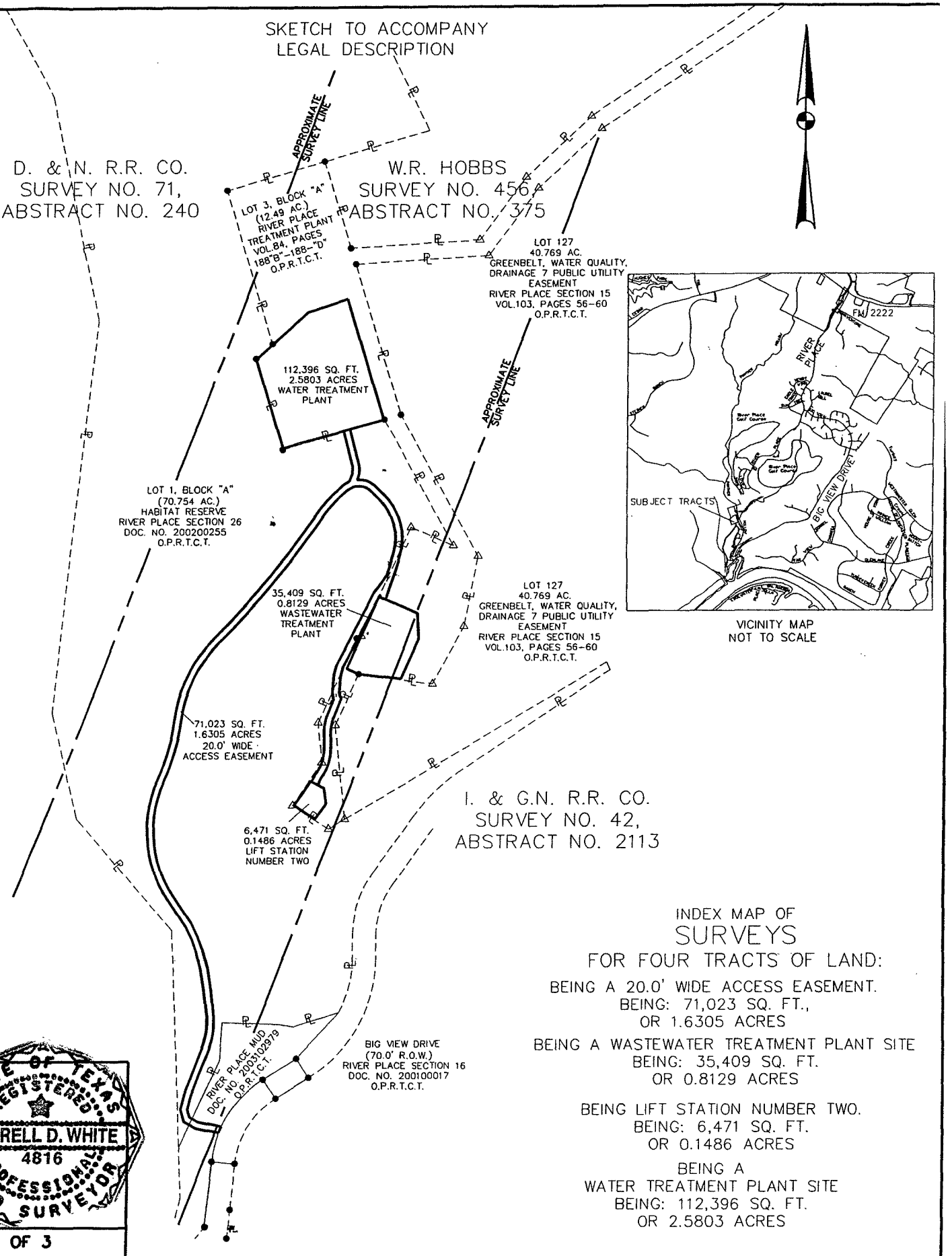
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

REFERENCES

TCAD R522601
AUSTIN GRID C-31

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



VICINITY MAP
NOT TO SCALE

INDEX MAP OF
SURVEYS
FOR FOUR TRACTS OF LAND:

BEING A 20.0' WIDE ACCESS EASEMENT.
BEING: 71,023 SQ. FT.,
OR 1.6305 ACRES

BEING A WASTEWATER TREATMENT PLANT SITE
BEING: 35,409 SQ. FT.
OR 0.8129 ACRES

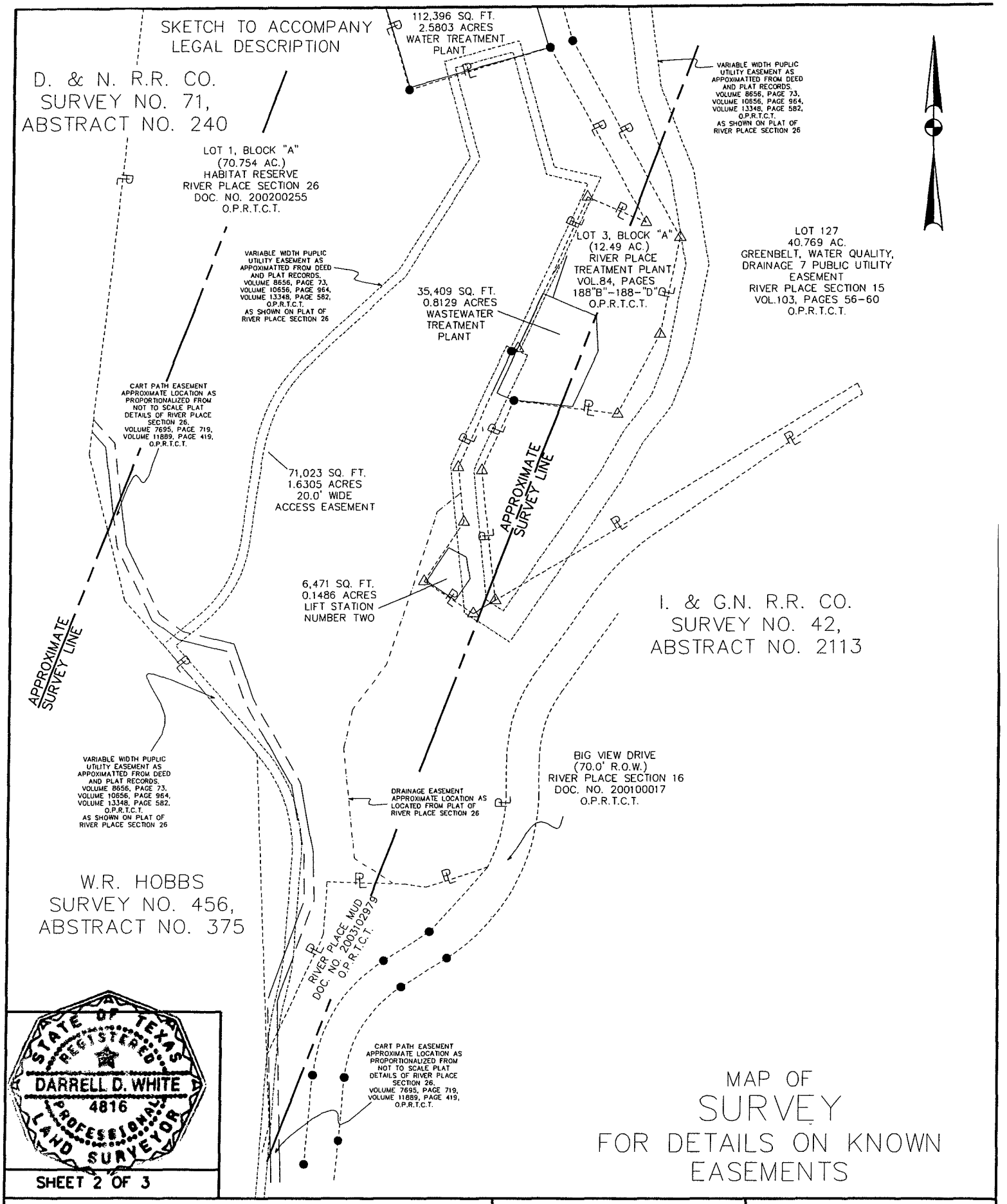
BEING LIFT STATION NUMBER TWO.
BEING: 6,471 SQ. FT.
OR 0.1486 ACRES

BEING A
WATER TREATMENT PLANT SITE
BEING: 112,396 SQ. FT.
OR 2.5803 ACRES

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 3

AECOM	AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	1" = 400'	JOB NO. 60101403
		08-12-09	F.B.1363
		DDW/BM	RIVER PLACE MUD

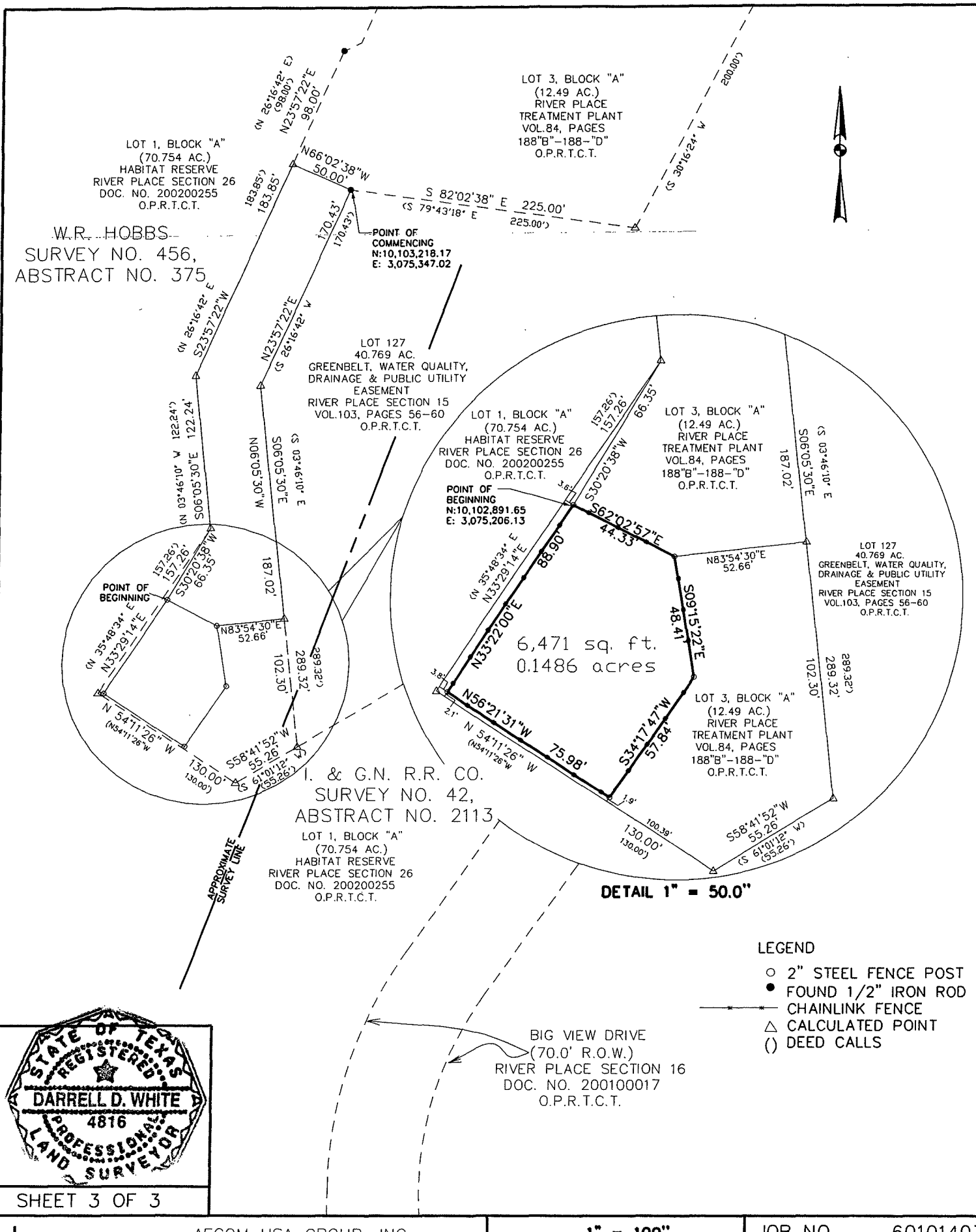


STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 2 OF 3

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

NOT TO SCALE	JOB NO. 60101403
08-13-09	F.B.1363
DDW	PROJECT NAME: RIVER PLACE MUD



STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 3 OF 3

AECOM	AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	1" = 100"	JOB NO. 60101403
		08-12-09	F.B.1363
		DDW/BM	RIVER PLACE MUD

Lift Station No. 3 @ Laurel Hill Cove

METES AND BOUNDS DESCRIPTION
612 SQUARE FEET
DAY LAND & CATTLE SURVEY No. 1
ABSTRACT NO. 2331
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 612 square feet situated in the Day Land & Cattle Survey No. 1, Abstract No. 2331, Travis County, Texas and being out of a called 30.494 acre tract described in Exhibit "K" conveyed to River Place Municipal Utility District by Special Warranty Deed dated March 8, 2002 as recorded in Document No. 2002057440 of the Official Records of Real Property in Travis County, Texas (O.P.R.T.C.T.). Said 612 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 5/8-inch iron rod found (N= 10,110,622.99; E= 3,079,885.45) being an interior corner of said 30.494 acre tract and marking the northeasterly corner of Lot 18, Block "D", River Place Section 2 as recorded in Volume 85, Page 4A in the Travis County Plat Records (T.C.P.R.), also being located in the southwesterly boundary line of Lot 38, Block "A", The Reserve at River Place Section 1, from which a 5/8-inch iron rod found marking the southeasterly corner of said Lot 18 bears South 27°30'25" West, a distance of 73.00 feet, and from which 5/8-inch iron rod found marking the southeasterly corner of said Lot 38 bears South 62°52'49" East, a distance of 2.47 feet;

THENCE, South 27°30'25" West, a distance of 61.83 feet along the northwesterly boundary line of said 30.494 acre tract, same being the southeasterly boundary of said Lot 18 to a 1/2-inch iron rod set for the **POINT OF BEGINNING** (N= 10,110,568.15; E= 3,079,856.89) marking the most northerly corner of the herein described tract, from which a 1/2-inch iron rod set marks the southeasterly corner of said Lot 18 and also being the northeast corner of Lot 19, Block "D", River Place Section 2 bears South 27°30'25" West, a distance of 11.17 feet;

THENCE, South 61°10'52" East, a distance of 20.24 feet to a 1/2-inch iron rod set marking the northeasterly corner of the herein described tract;

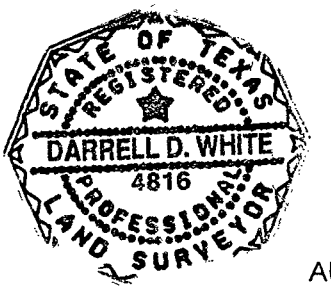
THENCE, South 27°56'49" West, a distance of 30.13 feet to a 1/2-inch iron rod set marking the southeasterly corner of the herein described tract;

THENCE, North 62°46'00" West, a distance of 20.00 feet to a 1/2-inch iron rod set marking the southwesterly corner of the herein described tract and being located in the aforementioned northwesterly boundary line of said 30.494 acre tract, same being the southeasterly boundary line of Lot 19, Block "D", of said River Place Section 2, from which an angle point (calculated) in said common boundary line of said Lot 19 & 30.494 acre tract bears South 27°30'25" West, a distance of 94.86 feet (from this point a 5/8-inch iron rod found, bears North 21°23'06" West, a distance of 2.89 feet);

THENCE, North 27°30'25" East, along said northwesterly boundary line of said 30.494 acre tract, and southeasterly boundary of said Lot 19, passing at a distance of 19.52 feet to a 1/2-inch iron rod set marking the northeast corner of said Lot 19, same being the southeasterly corner of aforesaid Lot 18, in all a distance of 30.69 feet to the **POINT OF BEGINNING** containing a computed area of 612 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

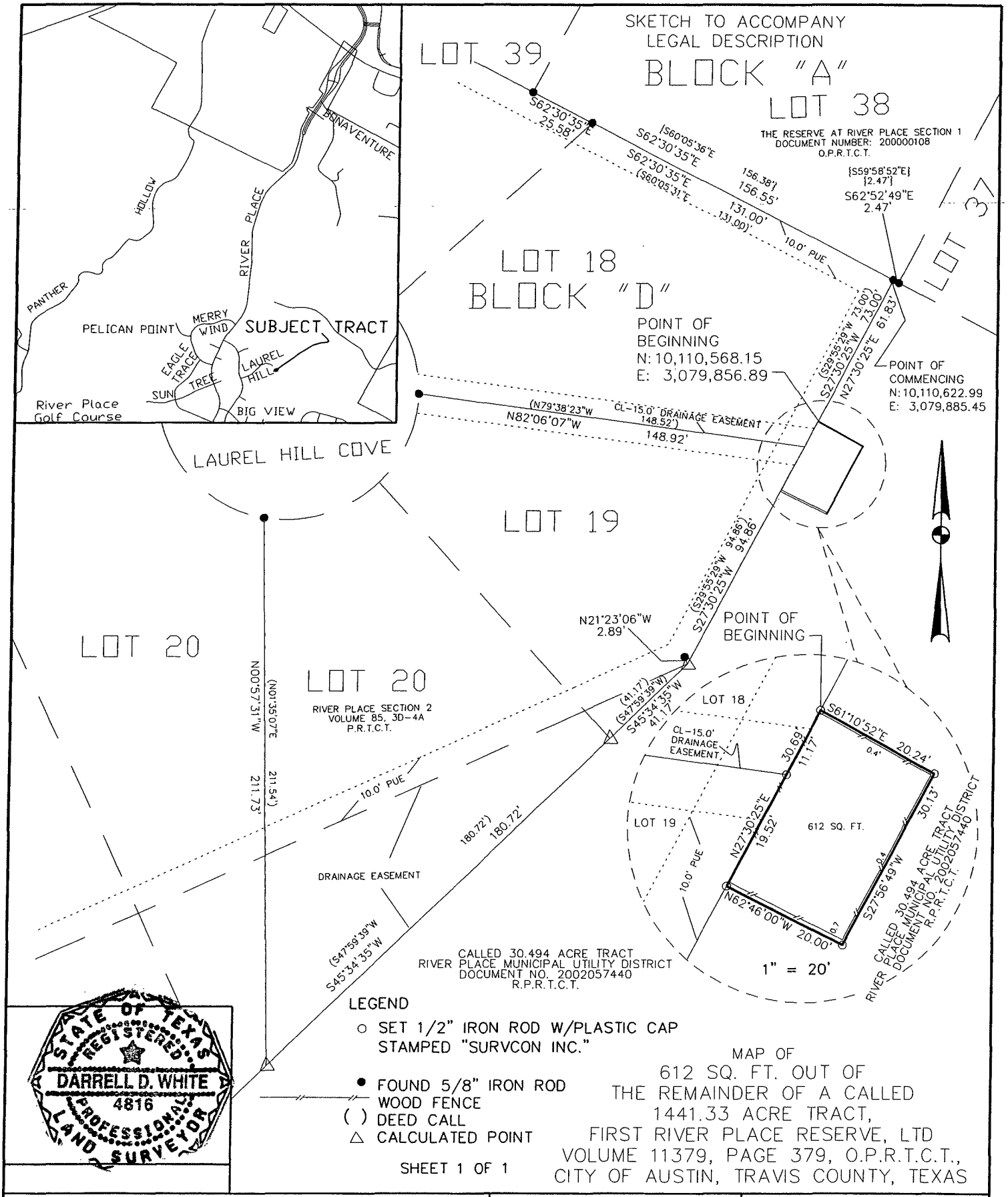
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009



REFERENCES

TCAD R522658
AUSTIN GRID D-32

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation



LEGEND

- ○ SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SURVCON INC."
- ● FOUND 5/8" IRON ROD
- WOOD FENCE
- ( ) DEED CALL
- △ CALCULATED POINT

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

MAP OF
612 SQ. FT. OUT OF
THE REMAINDER OF A CALLED
1441.33 ACRE TRACT,
FIRST RIVER PLACE RESERVE, LTD
VOLUME 11379, PAGE 379, O.P.R.T.C.T.,
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

SHEET 1 OF 1

AECOM

AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 50'	JOB NO. 60101403.01.01
DATE: 08-07-09	F.B.- 1363
DRAWN BY: DDW/BM	PROJECT: COA- BOUNDARY

Lift Station No. 4 @ Big View Drive

METES AND BOUNDS DESCRIPTION
1001 SQUARE FEET
CHARLES CLARK SURVEY, No. 612
ABSTRACT NO. 193
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 1,001 square feet situated in the Charles Clark Survey No. 612, Abstract No. 193, Travis County, Texas and being out of Lot 1, Block "D", River Place Section 13 as recorded in Volume 101, Pages 235 -238 in the Travis County Plat Records (T.C.P.R.); Said 1001 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 5/8-inch iron rod found (N= 10107348.45; E= 3080925.10) marking the southeasterly corner of Lot 5, Block "D", River Place Section 7B as recorded in Volume 93, Pages 29–32 in the T.C.P.R., also being located in the southeasterly boundary line of said Lot 1, Block D, Section 13, also being in the northwesterly right-of-way line of Big View Drive (70' R.O.W.);

THENCE, South 30°19'00" West, a distance of 80.52 feet along the northwesterly right-of-way line of Big View Drive, same being the southeasterly boundary line of said Lot 1, Block D, Section 13 to a calculated point marking the beginning of a tangent curve to the left;

THENCE, along the arc of said curve and northwesterly right-of-way line of Big View Drive and southeasterly boundary line of said Lot 1, Block D, Section 13, to the left having an Arc distance of 130.34 feet, a Radius of 735.00 feet, a Delta Angle of 10°09'38" and a Chord Bearing and Distance of South 24°34'51" West, 130.17 feet to a 1/2-inch iron rod found;

THENCE, South 19°32'01" West, a distance of 99.75 feet, continuing along said northwesterly right-of-way line of Big View Drive and southeasterly boundary line of said Lot 1, Block D, Section 13 to a 1/2-inch iron rod set for the **POINT OF BEGINNING** (N= 10,107,066.20; E= 3,080,796.83) and marking the northeasterly corner of the herein described tract;

THENCE, South 19°32'01" West, a distance of 27.32 feet, continuing along said northwesterly right-of-way line of Big View Drive and southeasterly boundary line of said Lot 1, Block D, Section 13 to a 1/2-inch iron rod set marking the southeasterly corner of the herein described tract, from which a 5/8-inch iron rod found bears South 19°32'01" West, a distance of 190.27 feet to a point of curvature on said northwesterly right-of-way line of Big View Drive;

THENCE, North 68°57'04" West, a distance of 36.16 feet, leaving said northwesterly right-of-way line of Big View Drive to a 1/2-inch iron rod set marking the southwesterly corner of the herein described tract;

THENCE, North 19°52'18" East, a distance of 28.20 feet to a 1/2-inch iron rod set marking the northwesterly corner of the herein described tract;

THENCE, South 67°33'26" East, a distance of 36.02 feet to the **POINT OF BEGINNING** containing a computed area of 1,001 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

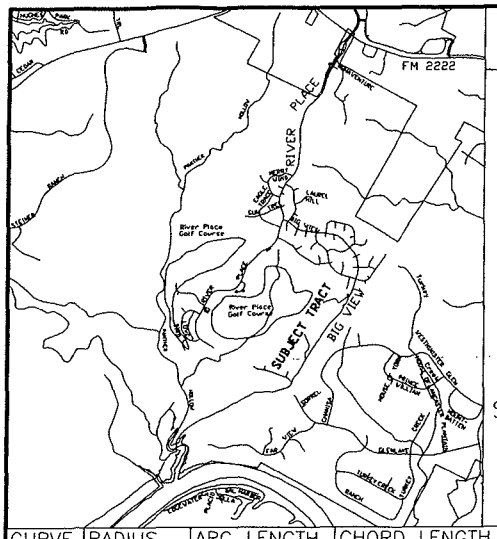


Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R456613
AUSTIN GRID D-31



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

SCALE 1" = 60.0'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	735.00'	130.34'	130.17'	S 24°34'51" W	10°09'38"

LOT 6 BLOCK "D" LOT 5

POINT OF COMMENCING
N: 10,107,348.45
E: 3,080,925.10

(S 32°05'44" W 80.52')
S 30°19'00" W 80.52'

LOT 11

RIVER PLACE SECTION 7B
BLOCK "D"
VOLUME 93, PAGES 29–32
T.C.P.R.

C1

RIVER PLACE SECTION 13
LOT 1, BLOCK "D"
CALLED 31.648 ACRES
VOLUME 101, PAGES 235–238
T.C.P.R.

LOT 12

S 70°27'59" E
70.17'

S 19°32'01" W
99.75'
(S 21°56'04" W)
(62.14')

SECTION 7B LINE
SECTION 11 LINE

LOT 13

317.62'

POINT OF BEGINNING
N: 10,107,066.20
E: 3,080,796.83
1,001 SQ. FEET

S 67°33'26" E
36.02'
N 19°52'18" E
28.20'
S 19°32'01" W
27.32'
N 68°57'04" W
36.16'
0.7'
0.8'
1.3'
1.76'
0.9'
0.6'
0.4'

DETAIL 1" = 30'

POINT OF BEGINNING

190.27'
(255.48')

BIG VIEW DRIVE
(70.0' R.O.W.)

S 19°32'01" W
(S 21°56'04" W)
S 19°32'01" W

S 70°27'59" E
70.04'

RIVER PLACE SECTION 11
LOT 1, BLOCK "B"
CALLED 31.648 ACRES
VOLUME 98, PAGES 314–318
T.C.P.R.

LEGEND

- ○ SET COTTON SPINDLE
- ● FOUND 1/2" IRON ROD
- WOOD FENCE
- ( ) DEED CALL
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

MAP OF
SURVEY

FOR (1,001 SQ. FT.) OF LAND OUT OF LOT 1, BLOCK "D" RIVER PLACE SECTION 13, RECORDED IN VOLUME 101, PAGES 235–238, T.C.P.R. AND BEING A PORTION OF THE DAY LAND AND CATTLE SURVEY NUMBER 1, A–2331 TRAVIS COUNTY, TEXAS

SHEET 1 OF 1

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 60'	JOB NO. 601010403
DATE: 8–07–09	FIELD BOOK: 1363
DRAWN BY: DDW	PROJECT: RIVER PLACE MUD

Lift Station No. 5 @ China Garden Drive

EXHIBIT

(Lift Station No. 5 Annexation)
Lot 40, Block "A" River Place Section 8
River Place M.U.D.

METES AND BOUNDS DESCRIPTION
609 SQUARE FEET
DAY LAND AND CATTLE SURVEY No. 1
ABSTRACT NO. 2331
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 609 square feet situated in the Day Land & Cattle Survey No. 1, Abstract No. 2331, Travis County, Texas and being out of Lot 40, Block "A", River Place Section 8 as recorded in Volume 96, Pages 206-208 in the Travis County Plat Records (T.C.P.R.); Said 609 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 60-D nail found (N= 10,108,906.04; E= 3,082,450.28) marking the northeasterly corner of said Lot 40 Block "A", River Place Section 8; also being in the northwesterly boundary line of a called 101.58 acre tract conveyed to the K&W Webb Family Partnership, Ltd. as recorded under Document No. 2002081962 in the Official Public Records in Travis County, Texas (O.P.R.T.C.T.), and being an ell corner of a tract of land conveyed to the First River Place Reserve, Ltd as recorded in Volume 11379, Page 379 of the O.P.R.T.C.T., and from which a 1/2-inch iron rod found marking the northerly corner of said Lot 40 and being an ell corner of said First River Place Reserve, Ltd bears North 55°54'19" West, a distance of 70.22 feet and a 1/2-inch iron rod found in the southeasterly boundary line of said Lot 40, same being the northwesterly boundary of said 101.58 acres bears South 34°03'00" West, a distance of 116.81 feet and from this point continuing along said common boundary line South 34°20'01" West, a distance of 85.21 feet to a 1/2-inch iron rod found marking the most southeasterly corner of said Lot 40, same being the northeasterly corner of Lot 42, Block "A", River Place Section 8;

THENCE, South 80°01'35" West, a distance of 158.80 feet to a "cotton spindle" set marking the **POINT OF BEGINNING** (N= 10,108,878.54; E= 3,082,293.88) and most easterly corner of the herein described tract and from which a 1/2-inch iron rod found marking the aforementioned most southeasterly corner of said Lot 40 and northeasterly corner of Lot 42, bears South 17°05'23" East, a distance of 146.10 feet;

THENCE, South 34°39'23" West, a distance of 33.46 feet to a "cotton spindle" set marking the most southerly corner of the herein described tract;

THENCE, North 53°02'04" West, a distance of 18.26 feet to a "cotton spindle" set marking the most westerly corner of the herein described tract;

THENCE, North 34°34'15" East, a distance of 33.27 feet to a "cotton spindle" set marking the most northerly corner of the herein described tract;

THENCE, South 53°37'50" East, a distance of 18.30 feet to the **POINT OF BEGINNING** containing a computed area of 609 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

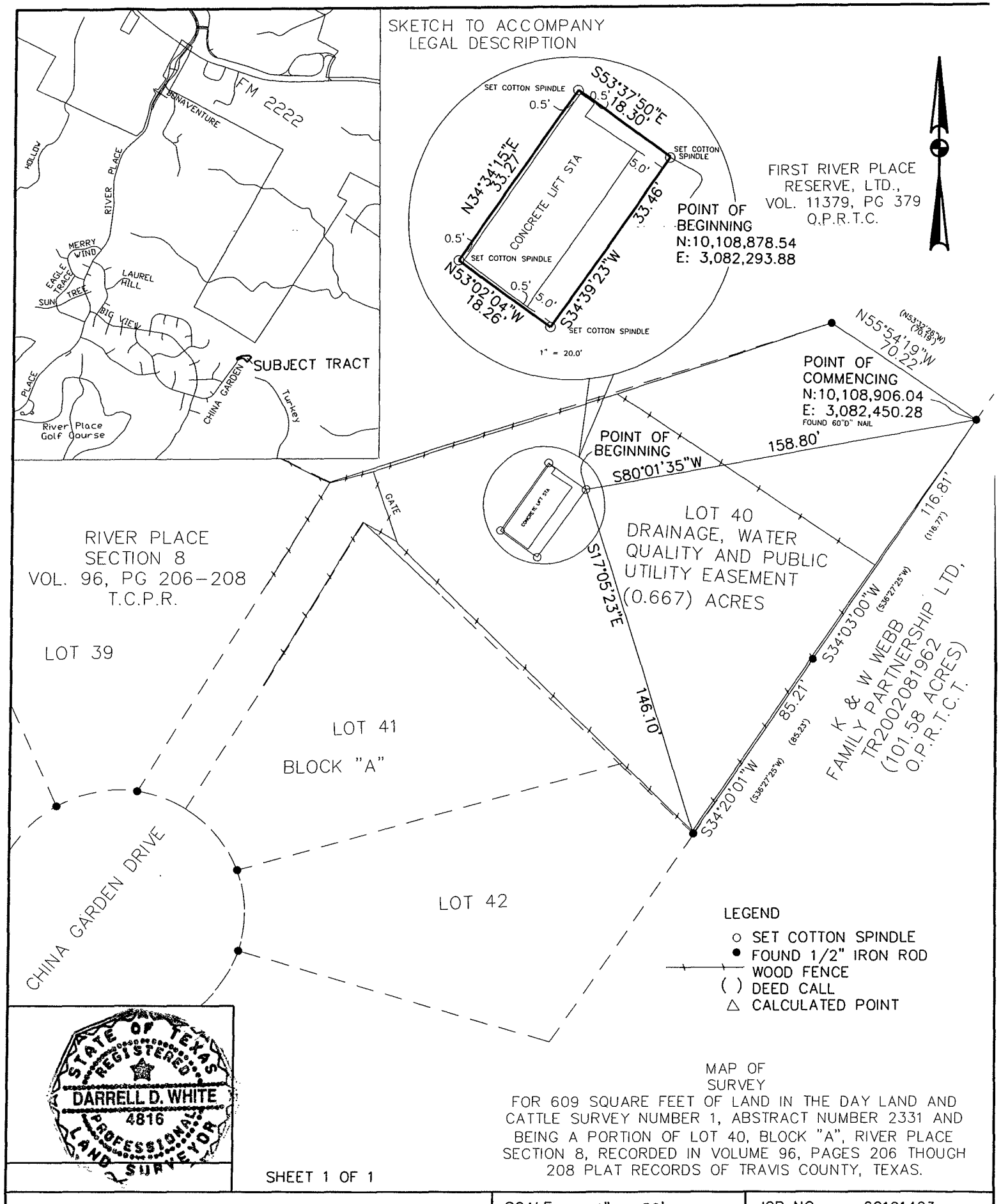
Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009



REFERENCES

TCAD R423883
AUSTIN GRID D-31

FIELD NOTES REVIEWED
By: [signature] Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation



STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 1

MAP OF SURVEY

FOR 609 SQUARE FEET OF LAND IN THE DAY LAND AND CATTLE SURVEY NUMBER 1, ABSTRACT NUMBER 2331 AND BEING A PORTION OF LOT 40, BLOCK "A", RIVER PLACE SECTION 8, RECORDED IN VOLUME 96, PAGES 206 THOUGH 208 PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

AECOM

AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 50'	JOB NO. 60101403
DATE: 08-10-09	F.B.1363
DRAWN BY: DDW	PROJECT: RIVER PLACE MUD

Lift Station No. 6 @ Scull Creek

EXHIBIT

(Lift Station No. 6 Annexation)
Lot 30, Block "A" River Place Section 7A
River Place M.U.D.

METES AND BOUNDS DESCRIPTION
1003 SQUARE FEET
DAY LAND AND CATTLE SURVEY No. 1
ABSTRACT NO. 2331
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 1,003 square feet situated in the Day Land & Cattle Survey No. 1, Abstract No. 2331, Travis County, Texas and being a portion of a 0.55 acre tract conveyed to River Place Municipal Utility District by Special Warranty Deed dated September 24, 1998, of record in Volume 13389, Page 3614 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) and being a portion of Lot 30, Block "A", River Place Section 7 as recorded in Volume 92, Page 124 in the Travis County Plat Records (T.C.P.R.). Said 1,003 square feet being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a Mag-Nail found (N= 10,109,928.73; E= 3,080,418.72) marking the an ell corner of said 0.55 acre tract and being the northwesterly corner of Lot 31, Block "A", said River Place Section 7, from which a 1/2-inch iron rod found marking the northeasterly corner of said Lot 31 and being the northwesterly corner of Lot 32, Block "A", said River Place Section 7A bears South 75°21'29" East, a distance of 61.91 feet; a 1/2-inch iron rod found marking the northeast corner of said Lot 32 bears South 75°21'29" East, a distance of 171.91 feet; the computed southwesterly corner of said Lot 31, and ell corner of the 0.55 acre which is located on the northern right-of-way line of Scull Creek Drive (50' wide) bears South 10°15'39" West, a distance of 115.99 feet;

THENCE, North 33°54'04" West, a distance of 27.43 feet to a "cotton spindle" set marking the **POINT OF BEGINNING** (N= 10,109,951.50; E= 3,080,403.42) and most southwesterly corner of the herein described tract;

THENCE, South 62°44'57" East, a distance of 7.09 feet to a "cotton spindle" set;

THENCE, South 72°59'12" East, a distance of 6.93 feet to a "cotton spindle" set;

THENCE, South 80°46'55" East, a distance of 35.02 feet to a "cotton spindle" set;

THENCE, North 10°39'31" East, a distance of 7.08 feet to an existing Fence Corner;

THENCE, North 07°33'56" West, a distance of 15.66 feet to an existing Fence Corner;

THENCE, North 77°49'29" West, a distance of 37.45 feet to an existing Fence Corner;

THENCE, South 27°28'19" West, a distance of 21.97 feet to the **POINT OF BEGINNING** containing a computed area of 1,003 square feet of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

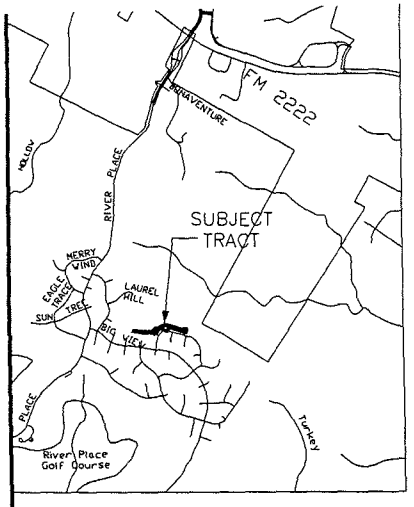


Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

REFERENCES

TCAD R457097
AUSTIN GRID D-31



LEGEND

- ○ SET COTTON SPINDLE
- ● FOUND 1/2" IRON ROD
- WOOD FENCE
- ( ) DEED CALL
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 80°46'55" W	35.02'
L2	N 72°59'12" W	6.93'
L3	N 62°44'57" W	7.09'
L4	N 27°28'19" E	21.97'
L5	S 77°49'29" E	37.45'
L6	S 07°33'56" E	15.66'
L7	S 10°39'31" W	7.08'

STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

MAP OF SURVEY
FOR 1,003 SQ. FT. OF LAND OUT OF A 0.55 ACRE PORTION OF LOT 30 BLOCK "A", RIVERPLACE SECTION 7A, VOLUME 92, PAGE 124, P.R.T.C.T., VOLUME 13389, PAGE 3614, O.P.R.T.C.T. CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

SHEET 1 OF 1

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 50'	JOB NO. 60101403.01.01
DATE: 08-10-09	F.B.- 1363
DRAWN BY: BM	PROJECT: COA - BOUNDARY

Holding Pond

EXHIBIT

(River Place Holding Pond - Annexation)
Lot 2, Block "A", River Place Water Storage Site
River Place M.U.D.
Lot 2, Greenbelt, River Place Section 9
First River Place Reserve, Ltd

METES AND BOUNDS DESCRIPTION
7.4619 ACRES (325,043 SQUARE FEET)
E.R. McLEAN SURVEY No. 200
ABSTRACT NO. 2359
TRAVIS COUNTY, TEXAS

BEING a tract of land containing 7.4619 acres (325,043 square feet) situated in the E.R. McLean Survey No. 200, Abstract No. 2359, Travis County, Texas, being a portion of Lot 2, Block "A", River Place Water Storage Site as recorded in Volume 84, Page 189C – 190A in the Travis County Plat Records (T.C.P.R.), and being a portion of Lot 2, Greenbelt, River Place Section 9 as recorded in Volume 85, Page 96B – 97B in the T.C.P.R.; Said 7.4619 acres being more particularly described by metes and bounds as follows with all bearings and distances based on the Texas State Plane Coordinate System, Central Zone using the NAD83 (Grid);

COMMENCING at a 1/2-inch iron rod found (N= 10,108,600.72; E= 3,075,489.50) marking the most southern corner of said Lot 2, Greenbelt, River Place Section 9 and being an ell corner of said Lot 2, Block "A", River Place Water Storage Site, from which continue the following five (5) courses and distances to a 1/2-inch iron rod found marking and interior ell corner of said Lot 2, Greenbelt, River Place Section 9 and also being the most northeasterly corner of the existing d Water Storage Facility located within said Lot 2, Block "A", River Place Water Storage Site: 1) North 47°35'40" East, a distance of 163.00 feet; 2) North 86°21'26" East, a distance of 308.10 feet; 3) North 35°26'19" East, a distance of 279.53 feet; 4) North 24°52'14" West, a distance of 332.38 feet; 5) North 65°07'46" East, a distance of 300.01 feet;

THENCE, North 15°58'09" West, a distance of 225.36 feet to a an existing Fence Corner marking the **POINT OF BEGINNING** (N= 10,108,817.28; E= 3,075,427.42) of the herein described tract;

1. THENCE, North 24°54'54" West, passing at a distance of 14.94 feet the common boundary line of said Lot 2, Greenbelt, River Place Section 9 and Lot 2, Block "A", River Place Water Storage Site, in all a distance of 21.30 feet to an existing to an existing Fence Corner;

2. THENCE, North 15°03'28" West, a distance of 40.51 feet to an existing to an existing Fence Corner;

3. THENCE, North 13°59'07" West, a distance of 40.52 feet to an existing to an existing Fence Corner;

4. THENCE, North 10°36'33" West, a distance of 19.97 feet to an existing to an existing Fence Corner;

5. THENCE, North 06°57'16" West, a distance of 20.47 feet to an existing to an existing Fence Corner;

6. THENCE, North 04°37'46" West, a distance of 30.48 feet to an existing to an existing Fence Corner;

7. THENCE, North 00°28'03" West, a distance of 20.36 feet to an existing to an existing Fence Corner;

8. THENCE, North 05°14'41" East, a distance of 30.18 feet to an existing to an existing Fence Corner;

9. THENCE, North 05°47'12" East, a distance of 9.90 feet to an existing to an existing Fence Corner;

10. THENCE, North 09°07'29" East, a distance of 20.39 feet to an existing to an existing Fence Corner;

11. THENCE, North 12°57'26" East, a distance of 121.84 feet to an existing to an existing Fence Corner;

12. THENCE, North 06°24'24" East, a distance of 30.03 feet to an existing to an existing Fence Corner;

13. THENCE, North 02°03'48" East, a distance of 40.11 feet to an existing to an existing Fence Corner;

14. THENCE, North 11°13'29" West, passing at a distance of 27.04 feet the aforementioned common boundary line of said Lot 2, Greenbelt, River Place Section 9 and Lot 2, Block "A", River Place Water Storage Site, in all a distance of 40.38 feet to an existing to an existing Fence Corner;

15. THENCE, North 16°36'00" West, a distance of 30.54 feet to an existing to an existing Fence Corner;

16. THENCE, North 14°38'07" West, a distance of 70.15 feet to an existing to an existing Fence Corner;

17. THENCE, North 09°33'26" West, a distance of 20.23 feet to an existing to an existing Fence Corner;

18. THENCE, North 07°54'36" West, a distance of 50.56 feet to an existing to an existing Fence Corner;

19. THENCE, North 04°06'41" West, a distance of 30.45 feet to an existing to an existing Fence Corner;

20. THENCE, North 01°48'09" East, a distance of 9.92 feet to an existing to an existing Fence Corner;

21. THENCE, North 03°46'48" East, a distance of 39.88 feet to an existing to an existing Fence Corner;

22. THENCE, North 08°23'10" East, a distance of 10.42 feet to an existing to an existing Fence Corner;

23. THENCE, North 07°28'18" East, a distance of 20.12 feet to an existing to an existing Fence Corner;

24. THENCE, North 13°25'11" East, a distance of 30.08 feet to an existing to an existing Fence Corner;

25. THENCE, North 15°05'25" East, a distance of 10.60 feet to an existing to an existing Fence Corner;

26. THENCE, North 18°22'30" East, a distance of 40.48 feet to an existing to an existing Fence Corner;

27. THENCE, North 17°28'15" East, a distance of 10.00 feet to an existing to an existing Fence Corner;

28. THENCE, North 17°48'39" East, a distance of 20.35 feet to an existing to an existing Fence Corner;

29. THENCE, North 22°24'52" East, a distance of 20.44 feet to an existing to an existing Fence Corner;

30. THENCE, North 25°40'40" East, a distance of 10.21 feet to an existing to an existing Fence Corner;

31. THENCE, North 27°13'06" East, a distance of 30.13 feet to an existing to an existing Fence Corner;;

32. THENCE, North 32°16'59" East, a distance of 20.36 feet to an existing to an existing Fence Corner;

33. THENCE, North 38°13'46" East, a distance of 20.25 feet to an existing to an existing Fence Corner;

34. THENCE, North 41°34'04" East, a distance of 20.27 feet to an existing to an existing Fence Corner;

35. THENCE, North 44°44'41" East, a distance of 20.38 feet to an existing to an existing Fence Corner;

36. THENCE, North 51°05'25" East, a distance of 20.13 feet to an existing to an existing Fence Corner;

37. THENCE, North 56°10'13" East, a distance of 9.99 feet to an existing to an existing Fence Corner;

38. THENCE, North 62°42'37" East, a distance of 10.24 feet to an existing to an existing Fence Corner;

39. THENCE, North 62°36'38" East, a distance of 9.69 feet to an existing to an existing Fence Corner;
40. THENCE, North 67°53'21" East, a distance of 10.33 feet to an existing to an existing Fence Corner;
41. THENCE, North 72°14'13" East, a distance of 20.10 feet to an existing to an existing Fence Corner;
42. THENCE, North 77°33'19" East, a distance of 20.19 feet to an existing to an existing Fence Corner;
43. THENCE, North 84°25'33" East, a distance of 20.06 feet to an existing to an existing Fence Corner;
44. THENCE, South 89°44'19" East, a distance of 10.19 feet to an existing to an existing Fence Corner;
45. THENCE, South 83°37'26" East, a distance of 20.38 feet to an existing to an existing Fence Corner;
46. THENCE, South 79°30'32" East, a distance of 20.35 feet to an existing to an existing Fence Corner;
47. THENCE, South 78°41'44" East, a distance of 10.13 feet to an existing to an existing Fence Corner;
48. THENCE, South 70°39'24" East, a distance of 10.11 feet to an existing to an existing Fence Corner;
49. THENCE, South 64°57'10" East, a distance of 20.14 feet to an existing to an existing Fence Corner;
50. THENCE, South 55°33'24" East, a distance of 10.17 feet to an existing to an existing Fence Corner;
51. THENCE, South 47°35'39" East, a distance of 10.16 feet to an existing to an existing Fence Corner;
52. THENCE, South 43°00'13" East, a distance of 10.19 feet to an existing to an existing Fence Corner;
53. THENCE, South 31°49'02" East, a distance of 10.16 feet to an existing to an existing Fence Corner;
54. THENCE, South 22°39'00" East, a distance of 9.20 feet to an existing to an existing Fence Corner;
55. THENCE, South 12°17'46" East, a distance of 9.73 feet to an existing to an existing Fence Corner;
56. THENCE, South 02°03'55" East, a distance of 10.16 feet to an existing to an existing Fence Corner;
57. THENCE, South 04°24'43" West, a distance of 9.99 feet to an existing to an existing Fence Corner;
58. THENCE, South 11°40'13" West, a distance of 10.20 feet to an existing to an existing Fence Corner;
59. THENCE, South 15°32'03" West, a distance of 10.21 feet to an existing to an existing Fence Corner;
60. THENCE, South 21°06'31" West, a distance of 20.17 feet to an existing to an existing Fence Corner;
61. THENCE, South 25°42'34" West, a distance of 20.24 feet to an existing to an existing Fence Corner;
62. THENCE, South 27°06'55" West, a distance of 30.03 feet to an existing to an existing Fence Corner;
63. THENCE, South 16°49'36" West, a distance of 60.19 feet to an existing to an existing Fence Corner;
64. THENCE, South 13°04'29" West, a distance of 71.23 feet to an existing to an existing Fence Corner;
65. THENCE, South 07°56'35" West, a distance of 9.72 feet to an existing to an existing Fence Corner;
66. THENCE, South 01°33'58" West, a distance of 10.38 feet to an existing to an existing Fence Corner;

67. THENCE, South 04°45'26" East, a distance of 50.16 feet to an existing to an existing Fence Corner;

68. THENCE, South 08°46'11" East, a distance of 40.80 feet to an existing to an existing Fence Corner;

69. THENCE, South 10°11'25" East, a distance of 50.23 feet to an existing to an existing Fence Corner;

70. THENCE, South 13°21'34" East, a distance of 10.28 feet to an existing to an existing Fence Corner;

71. THENCE, South 17°15'03" East, a distance of 9.67 feet to an existing to an existing Fence Corner;

72. THENCE, South 21°41'41" East, a distance of 20.21 feet to an existing to an existing Fence Corner;

73. THENCE, South 28°16'55" East, a distance of 9.79 feet to an existing to an existing Fence Corner;

74. THENCE, South 30°40'01" East, a distance of 10.07 feet to an existing to an existing Fence Corner;

75. THENCE, South 34°23'51" East, a distance of 20.33 feet to an existing to an existing Fence Corner;

76. THENCE, South 35°32'13" East, a distance of 20.52 feet to an existing to an existing Fence Corner;

77. THENCE, South 29°11'19" East, a distance of 9.97 feet to an existing to an existing Fence Corner;

78. THENCE, South 25°22'14" East, a distance of 10.07 feet to an existing to an existing Fence Corner;

79. THENCE, South 14°18'58" East, a distance of 10.46 feet to an existing to an existing Fence Corner;

80. THENCE, South 04°53'14" East, a distance of 10.15 feet to an existing to an existing Fence Corner;

81. THENCE, South 01°24'41" East, a distance of 9.88 feet to an existing to an existing Fence Corner;

82. THENCE, South 07°54'29" West, a distance of 9.75 feet to an existing to an existing Fence Corner;

83. THENCE, South 15°14'53" West, a distance of 10.36 feet to an existing to an existing Fence Corner;

84. THENCE, South 17°51'02" West, a distance of 59.93 feet to an existing to an existing Fence Corner;

85. THENCE, South 17°51'30" West, a distance of 10.52 feet to an existing to an existing Fence Corner;

86. THENCE, South 15°13'19" West, a distance of 19.91 feet to an existing to an existing Fence Corner;

87. THENCE, South 12°29'55" West, a distance of 40.34 feet to an existing to an existing Fence Corner;

88. THENCE, South 08°15'32" West, a distance of 20.17 feet to an existing to an existing Fence Corner;

89. THENCE, South 02°39'09" West, a distance of 20.11 feet to an existing to an existing Fence Corner;

90. THENCE, South 01°37'22" East, a distance of 20.25 feet to an existing to an existing Fence Corner;

91. THENCE, South 06°04'39" East, a distance of 20.40 feet to an existing to an existing Fence Corner;

92. THENCE, South 11°23'56" East, a distance of 20.75 feet to an existing to an existing Fence Corner;

93. THENCE, South 15°33'34" East, a distance of 19.55 feet to an existing to an existing Fence Corner;

94. THENCE, South 19°24'36" East, a distance of 10.08 feet to an existing to an existing Fence Corner;

95. THENCE, South 21°14'48" East, a distance of 19.83 feet to an existing to an existing Fence Corner;

96. THENCE, South 23°22'23" East, a distance of 20.22 feet to an existing to an existing Fence Corner;

97. THENCE, South 24°48'26" East, a distance of 10.51 feet to an existing to an existing Fence Corner;

98. THENCE, South 26°50'41" East, a distance of 9.71 feet to an existing to an existing Fence Corner;

99. THENCE, South 29°02'06" East, a distance of 20.03 feet to an existing to an existing Fence Corner;

100. THENCE, South 29°04'19" East, a distance of 20.39 feet to an existing to an existing Fence Corner;

101. THENCE, South 26°12'00" East, a distance of 19.86 feet to an existing to an existing Fence Corner;

102. THENCE, South 19°32'13" East, a distance of 10.59 feet to an existing to an existing Fence Corner;

103. THENCE, South 17°27'03" East, a distance of 10.13 feet to an existing to an existing Fence Corner;

104. THENCE, South 15°40'20" East, a distance of 19.18 feet to an existing to an existing Fence Corner;

105. THENCE, South 06°10'51" East, a distance of 19.11 feet to an existing to an existing Fence Corner;

106. THENCE, South 17°52'08" West, a distance of 11.18 feet to an existing to an existing Fence Corner;

107. THENCE, South 28°58'36" West, a distance of 10.79 feet to an existing to an existing Fence Corner;

108. THENCE, South 42°23'30" West, a distance of 66.59 feet to an existing to an existing Fence Corner;

109. THENCE, South 68°24'38" West, a distance of 60.29 feet to an existing to an existing Fence Corner;

110. THENCE, South 75°49'01" West, passing at a distance of 2.96 feet the aforementioned common boundary line of said Lot 2, Greenbelt, River Place Section 9 and Lot 2, Block "A", River Place Water Storage Site, in all a distance of 20.08 feet to an existing to an existing Fence Corner;

111. THENCE, South 81°54'27" West, a distance of 29.92 feet to an existing to an existing Fence Corner;

112. THENCE, South 87°01'04" West, passing at a distance of 13.11 feet the aforementioned common boundary line of said Lot 2, Greenbelt, River Place Section 9 and Lot 2, Block "A", River Place Water Storage Site, in all a distance of 20.24 feet to an existing to an existing Fence Corner;

113. THENCE, North 84°10'38" West, a distance of 20.43 feet to an existing to an existing Fence Corner;

114. THENCE, North 78°27'15" West, a distance of 19.59 feet to an existing to an existing Fence Corner;

115. THENCE, North 69°43'18" West, a distance of 19.91 feet to an existing to an existing Fence Corner;

116. THENCE, North 62°01'03" West, a distance of 19.88 feet to an existing to an existing Fence Corner;

117. THENCE, North 58°22'03" West, a distance of 30.42 feet to an existing to an existing Fence Corner;

118. THENCE, North 53°47'38" West, a distance of 20.24 feet to an existing to an existing Fence Corner;

119. THENCE, North 48°53'43" West, a distance of 20.88 feet to an existing to an existing Fence Corner;

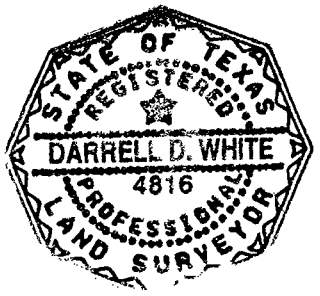
120. THENCE, North 41°48'55" West, a distance of 20.19 feet to an existing to an existing Fence Corner;

121. THENCE, North 34°55'58" West, a distance of 20.92 feet to an existing to an existing Fence Corner;

122. THENCE, North 31°19'38" West, a distance of 19.86 feet to the **POINT OF BEGINNING** containing a computed area of 7.4619 acres (325,043 square feet) of land, more or less.

Darrell D. White
Registered Professional Land Surveyor
Texas Registration No. 4816

Prepared by:
AECOM
400 West 15th Street, Suite 500
Austin, Texas 78701
512-457-7870
August, 2009

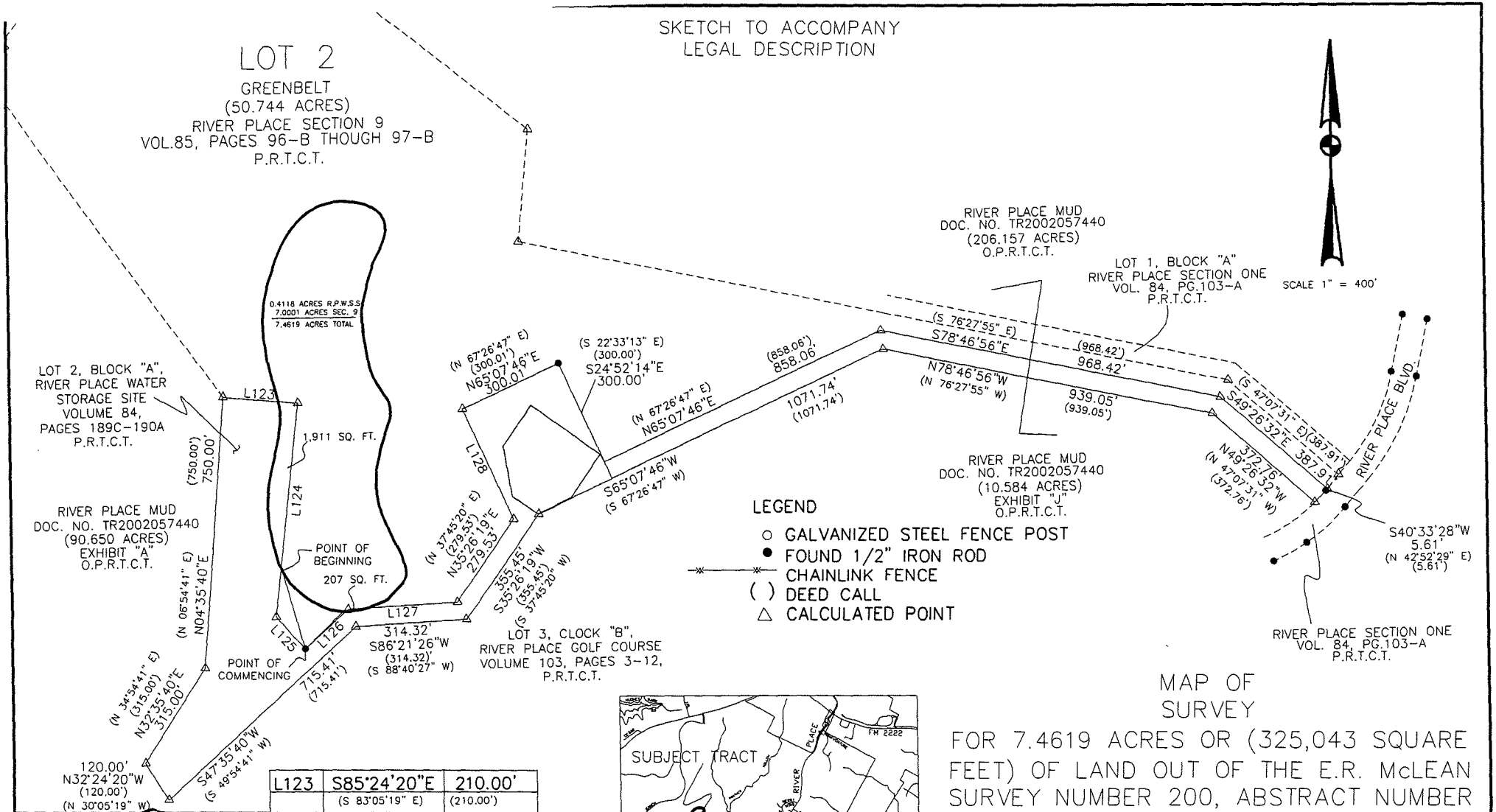


FIELD NOTES REVIEWED
By: _____ Date 08.25.2009
Engineering Support Section
Department of Public Works
and Transportation

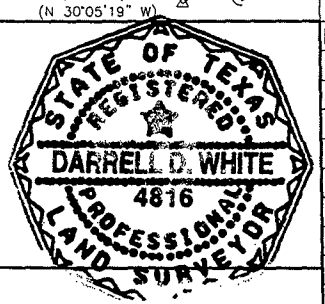
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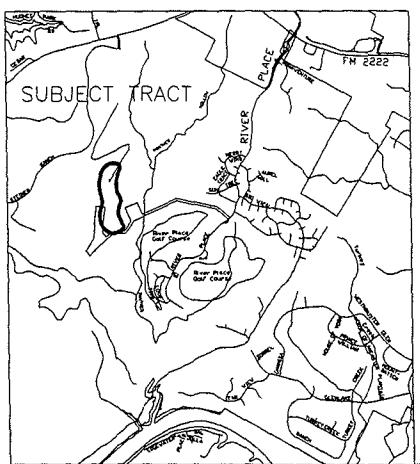
TCAD R146282
AUSTIN GRID C-31

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



L123	S85°24'20"E	210.00'
	(S 83°05'19" E)	(210.00')
L124	S06°38'25"W	591.66'
	(S 08°57'26" W)	(591.66')
L125	S42°24'20"E	119.82'
	(S 40°05'19" E)	(119.82')
L126	N47°35'40"E	163.00'
	(N 49°54'41" E)	(163.00')
L127	N86°21'26"E	308.10'
	(N 88°40'27" E)	(308.10')
L128	N24°52'14"W	332.38'
	(N 22°33'13" W)	(332.38')





VICINITY MAP
NOT TO SCALE

MAP OF SURVEY

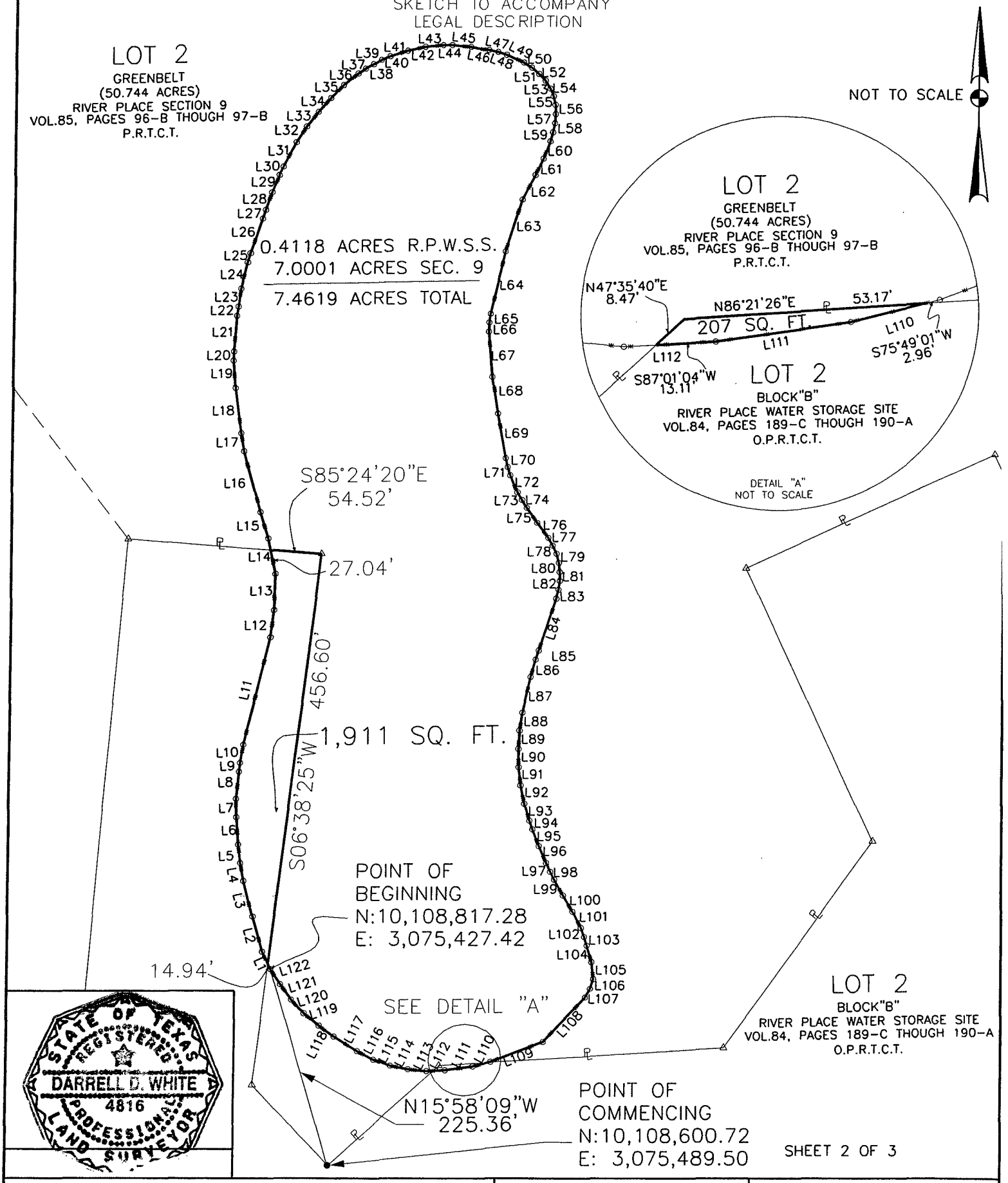
FOR 7.4619 ACRES OR (325,043 SQUARE FEET) OF LAND OUT OF THE E.R. McLEAN SURVEY NUMBER 200, ABSTRACT NUMBER 2359, BEING A PORTION OF RIVER PLACE WATER STORAGE SITE, A PLAT AS RECORDED IN VOLUME 84, PAGES 189-C THROUGH 190-A, AND A PORTION OF LOT 2, GREEN BELT, SECTION 9, RIVER PLACE, SECTION 9, VOLUME 85, PAGES 96-B THROUGH 97-B, O.P.R.T.C.T.

SHEET 1 OF 3

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 400'	JOB NO. 60101403.01.01
DATE: 08-10-09	F.B.- 1363
DRAWN BY: BM	PROJECT: COA - BOUNDARY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



STATE OF TEXAS
REGISTERED
DARRELL D. WHITE
4816
PROFESSIONAL
LAND SURVEYOR

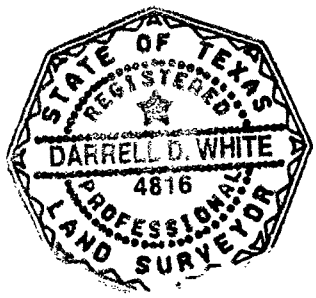
SHEET 2 OF 3

AECOM AECOM USA GROUP, INC. 400 W. 15th Street, Suite 500 AUSTIN, TEXAS 78701 WWW.AECOM.COM	SCALE: NOT TO SCALE	JOB NO. 60101403
	DATE: 08-10-09	F.B.1363
	DRAWN BY: DDW	PROJECT: RIVER PLACE MUD

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.30	N 24°54'54" W
L2	40.51	N 15°03'28" W
L3	40.52	N 13°59'07" W
L4	19.97	N 10°36'33" W
L5	20.47	N 06°57'16" W
L6	30.48	N 04°37'46" W
L7	20.36	N 00°28'03" W
L8	30.18	N 05°14'41" E
L9	9.90	N 05°47'12" E
L10	20.39	N 09°07'29" E
L11	121.84	N 12°57'26" E
L12	30.03	N 06°24'24" E
L13	40.11	N 02°03'48" E
L14	40.38	N 11°13'29" W
L15	30.54	N 16°36'00" W
L16	70.15	N 14°38'07" W
L17	20.23	N 09°33'26" W
L18	50.56	N 07°54'36" W
L19	30.45	N 04°06'41" W
L20	9.92	N 01°48'09" E
L21	39.88	N 03°46'48" E
L22	10.42	N 08°23'10" E
L23	20.12	N 07°28'18" E
L24	30.08	N 13°25'11" E
L25	10.60	N 15°05'25" E
L26	40.48	N 18°22'30" E
L27	10.00	N 17°28'15" E
L28	20.35	N 17°48'39" E
L29	20.44	N 22°24'52" E
L30	10.21	N 25°40'40" E
L31	30.13	N 27°13'06" E
L32	20.36	N 32°16'59" E
L33	20.25	N 38°13'46" E
L34	20.27	N 41°34'04" E
L35	20.38	N 44°44'41" E
L36	20.13	N 51°05'25" E
L37	9.99	N 56°10'13" E
L38	10.24	N 62°42'37" E
L39	9.69	N 62°36'38" E
L40	10.33	N 67°53'21" E
L41	20.10	N 72°14'13" E
L42	20.19	N 77°33'19" E
L43	20.06	N 84°25'33" E
L44	10.19	S 89°44'19" E
L45	20.38	S 83°37'26" E
L46	20.35	S 79°30'32" E
L47	10.13	S 78°41'44" E
L48	10.11	S 70°39'24" E
L49	20.14	S 64°57'10" E
L50	10.17	S 55°33'24" E
L51	10.16	S 47°35'39" E
L52	10.19	S 43°00'13" E
L53	10.16	S 31°49'02" E
L54	9.20	S 22°39'00" E
L55	9.73	S 12°17'46" E
L56	10.16	S 02°03'55" E
L57	9.99	S 04°24'43" W
L58	10.20	S 11°40'13" W
L59	10.21	S 15°32'03" W

LINE TABLE		
LINE	LENGTH	BEARING
L60	20.17	S 21°06'31" W
L61	20.24	S 25°42'34" W
L62	30.03	S 27°06'55" W
L63	60.19	S 16°49'36" W
L64	71.23	S 13°04'29" W
L65	9.72	S 07°56'35" W
L66	10.38	S 01°33'58" W
L67	50.16	S 04°45'26" E
L68	40.80	S 08°46'11" E
L69	50.23	S 10°11'25" E
L70	10.28	S 13°21'34" E
L71	9.67	S 17°15'03" E
L72	20.21	S 21°41'41" E
L73	9.79	S 28°16'55" E
L74	10.07	S 30°40'01" E
L75	20.33	S 34°23'51" E
L76	20.52	S 35°32'13" E
L77	9.97	S 29°11'19" E
L78	10.07	S 25°22'14" E
L79	10.46	S 14°18'58" E
L80	10.15	S 04°53'14" E
L81	9.88	S 01°24'41" E
L82	9.75	S 07°54'29" W
L83	10.36	S 15°14'53" W
L84	59.93	S 17°51'02" W
L85	10.52	S 17°51'30" W
L86	19.91	S 15°13'19" W
L87	40.34	S 12°29'55" W
L88	20.17	S 08°15'32" W
L89	20.11	S 02°39'09" W
L90	20.25	S 01°37'22" E
L91	20.40	S 06°04'39" E
L92	20.75	S 11°23'56" E
L93	19.55	S 15°33'34" E
L94	10.08	S 19°24'36" E
L95	19.83	S 21°14'48" E
L96	20.22	S 23°22'23" E
L97	10.51	S 24°48'26" E
L98	9.71	S 26°50'41" E
L99	20.03	S 29°02'06" E
L100	20.39	S 29°04'19" E
L101	19.86	S 26°12'00" E
L102	10.59	S 19°32'13" E
L103	10.13	S 17°27'03" E
L104	19.18	S 15°40'20" E
L105	19.11	S 06°10'51" E
L106	11.18	S 17°52'08" W
L107	10.79	S 28°58'36" W
L108	66.59	S 42°23'30" W
L109	60.29	S 68°24'38" W
L110	20.08	S 75°49'01" W
L111	29.92	S 81°54'27" W
L112	20.24	S 87°01'04" W
L113	20.43	N 84°10'38" W
L114	19.59	N 78°27'15" W
L115	19.91	N 69°43'18" W
L116	19.88	N 62°01'03" W
L117	30.42	N 58°22'03" W
L118	20.24	N 53°47'38" W

LINE TABLE		
LINE	LENGTH	BEARING
L119	20.88	N 48°53'43" W
L120	20.19	N 41°48'55" W
L121	20.92	N 34°55'58" W
L122	19.86	N 31°19'38" W



SHEET 3 OF 3

AECOM
AECOM USA GROUP, INC.
400 W. 15th Street, Suite 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM

SCALE: 1" = 50'	JOB NO. 60101403
DATE: 08-10-09	F.B.1363
DRAWN BY: DDW/BM	PROJECT: RIVER PLACE MUD

ATTACHMENT 7
EASEMENT CONVEYED TO CITY

MAPSCO Pages 492& 522
Grids C30, C31, C32, D30, D31, D32

ACCESS AND WATER/RECLAIMED WATER/WASTEWATER EASEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL BY THESE PRESENTS:

THAT RIVER PLACE MUNICIPAL UTILITY DISTRICT, of Travis County Texas, "Grantor" whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF AUSTIN, TEXAS, the receipt and sufficiency of which is acknowledged and confessed and for which no lien, express or implied, is retained, hereby GRANTS, SELLS, and CONVEYS to the **CITY OF AUSTIN**, a municipal corporation, situated in the Counties of Travis, Hays, and Williamson, State of Texas, and whose address is P.O. Box 1088, Austin, Texas 78767-8839, ATTN: Director, Austin Water Utility and its successors and assigns ("Grantee") an easement for the purposes set forth below in, upon, over, and across the following described land:

> That tract, piece, or parcel of land, situated in Travis County, Texas, described in **EXHIBIT 1** attached hereto and made a part hereof for all purposes ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns together with the right and privilege at all times to enter the Easement Tract, or any part thereof, for the purpose of ingress, egress, construction, ownership, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of water, reclaimed water, and wastewater facilities and appurtenances and making connections therewith provided, however, that Grantor reserves the right to enter upon and use the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that materially interferes or is materially inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building, structure or irrigation systems on any portion of the Easement Tract that would materially interfere or materially impair Grantee's use of the water, reclaimed water, and wastewater facilities and appurtenances located on the Easement Tract, except as otherwise agreed in writing by the parties. Grantee shall be obligated to restore the surface of the Easement Tract at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Tract which have been removed, relocated, or destroyed as a result of Grantee's use of the Easement granted herein provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed after the date of this instrument in violation of the provisions of this Easement.

Grantor covenants and agrees to WARRANT AND FOREVER DEFEND title to the Easement granted to the Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters set forth herein and further subject to all easements, right-of-way, and other instruments of public record as of the date of this instrument, but only to the extent the same pertain to the

Easement Tract and remain of force and effect. Grantor warrants and represents that are no actions, proceedings, judgments, bankruptcies, liens, or executions filed or pending against the Grantor that would affect the Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective on October 1, 2014.

GRANTOR:

By: _____
Name: James Casey
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2009, by James Casey, in the capacity of President of River Place Municipal Utility District, a Texas district, on behalf of that district.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED/TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

RETURN TO:
Sharon Smith
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088

ACCEPTED AND AGREED:

CITY OF AUSTIN, TEXAS:

By: _____
Rudy Garza, Assistant City Manager
City of Austin

Date: 9/3/09

Easement Tract and remain of force and effect. Grantor warrants and represents that are no actions, proceedings, judgments, bankruptcies, liens, or executions filed or pending against the Grantor that would affect the Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective on October 1, 2014.

GRANTOR:

By: James J Casey
Name: James Casey
Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this 7th day of September, 2009, by James Casey, in the capacity of President of River Place Municipal Utility District, a Texas district, on behalf of that district.

Susan E. Heil
Notary Public
State of Texas
My Commission Expire
AUGUST 24 2010

Susan E. Heil
NOTARY PUBLIC, STATE OF TEXAS
SUSAN E. HEIL
PRINTED/TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: 8-24-10

RETURN TO:
Sharon Smith
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088

ACCEPTED AND AGREED:

CITY OF AUSTIN, TEXAS:

By: _____
Rudy Garza, Assistant City Manager
City of Austin

Date: _____

EASEMENT EXHIBIT 1
PROPERTY DESCRIPTION

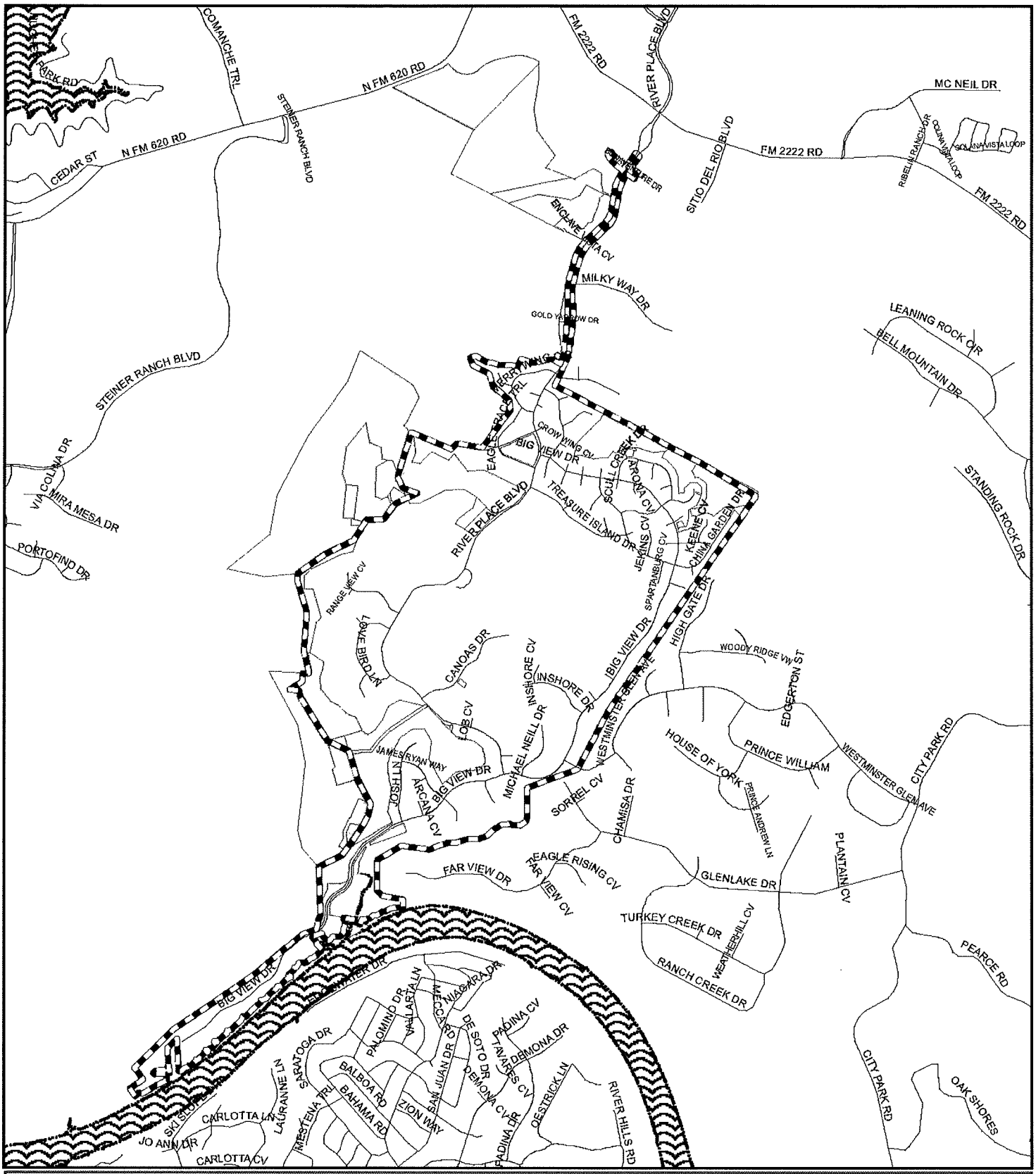


Exhibit 1 to Attachment 7
Property Owned by River Place MUD

0 1,000 2,000 4,000 Feet

Legend

- Property Owned by River Place MUD
- River Place MUD Boundary
- Lake

N

City of Austin NPZD
J. Chuter
August 17, 2009

This map was produced by the City of Austin. No warranty is made by the City regarding its accuracy or completeness.
Sources: Owner information from Travis Central Appraisal District; all other data by COA

EXHIBIT E

LIST OF AMENITIES TO BE MAINTAINED BY LIMITED DISTRICT

Exhibit E
List of Amenities to be Maintained by Limited District

The District operates two parks: Sun Tree Park, located on River Place Boulevard and Sun Tree Drive; and Woodlands Park, located on Big View Drive across from the Boardwalk Pond. In addition the District operates a nature trail.

The District also is largely surrounded by and crisscrossed with natural wildness areas. The District includes approximately 329 acres of greenbelts, some improved and maintained with hiking trails and other amenities, and some simply in their natural state.

Sun Tree Park. This neighborhood facility, owned and maintained by the District, is located at River Place Boulevard and Sun Tree Drive. The Sun Tree Park is landscaped, especially in regard to seasonal plantings and hill country xeriscape.

Woodlands Park. The newest District park is Woodlands Park, which is designed as a peaceful place for walking or bicycling along gravel paths, picnicking, play time, and enjoying native plants and wildflowers throughout the park.

Nature Trail. The District maintains a nature trail that runs through the District. The trail follows the path of Panther Creek as it travels to Lake Austin. This nature trail is improved with trails, benches, steps, railings, and other amenities maintained by the District.

EXHIBIT F

ANNEXATION SERVICE PLAN

Exhibit F

CITY OF AUSTIN

ANNEXATION SERVICE PLAN

Case Name: River Place MUD Area Subject to the Strategic Partnership Agreement
Case Number: C7a-17-001
Date: July 29, 2009

INTRODUCTION

This Service Plan ("Plan") is made by the City of Austin, Texas ("City") in accordance with a Strategic Partnership Agreement ("SPA") between the City of Austin and River Place Municipal Utility District ("MUD"), pursuant to Texas Local Government Code Section 43.0751. This Plan relates to the annexation to the City of land ("annexation area") known as the River Place MUD Area. The River Place MUD was created in 1985 and consists of approximately 1,040 acres located in Travis County, Texas. This annexation area is located on River Place Boulevard and Big View Drive approximately one mile south of FM 2222. This area is currently located in the city's limited purpose jurisdiction and is adjacent to the City's full purpose jurisdiction along the north, west, and south sides and along portions of the eastern side.

The predominant land uses in the annexation area are greenbelt, single-family residential, and golf course in addition to a clubhouse, a park, water and wastewater treatment facilities, and undeveloped land. The annexation area is described by metes and bounds in Exhibit C of the SPA, of which this Plan is a part. The annexation area is also shown on the map in Exhibit C.

EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

INTENT

It is the intent of the City of Austin that services under this Plan shall provide full municipal services as required and defined by the Texas Local Government Code.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions, subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws, to make this Plan unworkable, obsolete or unlawful.

SERVICE COMPONENTS

In General. This Plan includes three service components: (1) the Early Action Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to other parts of the City with topography, land use, and population density similar to this area. This may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

1. EARLY ACTION PROGRAM

The following services will be provided in the annexation area commencing on the effective date of the annexation, unless otherwise noted.

a. Police Protection. The Austin Police Department ("APD") will provide protection and law enforcement services in the annexation area. These services include:
- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppression, and special weapons and tactics team.

b. Fire Protection. The Austin Fire Department ("AFD") will provide emergency and fire prevention services in the annexation area. These services include:
- Fire suppression and rescue;
- Emergency medical services first response for Austin Emergency Medical Services Department on life threatening medical emergencies;
- Hazardous materials mitigation and regulation;
- Emergency prevention and public education efforts;
- Dive rescue;
- Technical rescue;
- Aircraft/rescue/firefighting;
- Construction plan review;
- Inspections;
- Rescue/hazardous materials unit.

AFD serves as the first responder on life threatening emergencies for Austin EMS. All AFD personnel are certified at an Emergency Medical Technician ("EMT") level or higher. All engines (pumpers), ladder trucks, and rescue units carry Automatic External Defibrillators for use with heart attack victims.

c. Emergency Medical Service The City of Austin/Travis County Emergency Medical Services ("EMS") Department will provide emergency medical services in the annexation area.

Austin/Travis County EMS will provide the following emergency and safety services to the annexation area:

- Emergency dispatch, pre-arrival First Aid instructions and coordination of other public safety support agencies
- Emergency paramedic ambulance response
- Medical rescue services

Austin/Travis County EMS is a mobile service provider, with units constantly moving throughout the system area. An ambulance is frequently dispatched from a location outside the station.

The Austin Fire Department will provide emergency medical first response to all patients in a life-threatening situation. All Austin Fire Department personnel are certified at the Emergency Medical Technician (EMT) level or higher and assist EMS personnel providing patient care.

d. Maintenance of Water and Wastewater Facilities. Initially, water and wastewater service will be provided through existing facilities. The facilities will be maintained and operated by the City's Austin Water Utility as governed by standard policies and procedures, and under the provisions of the attached City service extension policy.

e. Maintenance of Roads and Streets, Including Street Lighting. The Street and Bridge Division of the Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- Emergency pavement repair;
- Ice and snow monitoring of major thoroughfares;
- Street maintenance. Maintenance activities include crack seal, sealcoat, slurry seal, and PM overlay.
- Repair maintenance of public streets on an as-needed basis. Repair maintenance operations include pothole repair, filling depressions (level up), spot surface replacement, spot full-depth repair, and utility cut repairs;

The area is fully developed with existing residential streets. Any necessary street or bridge rehabilitation or reconstruction will be considered on a City-wide priority basis. The existing streets are performing adequately to serve the area at a comparable level of service to other City of Austin residential areas. Streets that have been dedicated and accepted for maintenance will be included in the city's preventative maintenance program. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition (distresses), rideability (smoothness), age, traffic volume, functional classification, and available funding.

If necessary, the Transportation Department will also provide regulatory signage services in the annexation area. Traffic signal, stop, and all other regulatory studies are conducted in conjunction with growth of traffic volumes. All regulatory signs and signals are installed

when warranted following an engineering study. Faded, vandalized, or missing signs are replaced as needed. "CALL BACK" service provided 24 hours a day, 365 days a year for emergency repair of critical regulatory signs.

Street lighting will be maintained in accordance with state law.

f. Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Should the City acquire any other facilities, buildings, or services necessary for municipal services located within the annexation area, an appropriate City department will provide maintenance services for them.

2. ADDITIONAL SERVICES

Certain services, in addition to the above services, will be provided within the annexation area. They are as follows:

a. Watershed Protection Department. The City of Austin's Watershed Protection Department will provide drainage maintenance services in the Annexation area. Drainage planning and maintenance are fee-based services. Services currently provided by the department, in accordance with and as limited by applicable codes, laws, ordinances and special agreements, include:

- Water Quality Protection: Environmental Impact Assessments; Aquatic Endangered Species Protection; City Compliance with State and Federal Water Quality Regulations; Pollution Detection, Tracking and Forecasting; Stormwater Quality Education; Stormwater Treatment; Water Quality Education; Pollution Prevention and Reduction.
- Watershed Protection Master Planning for Flood Hazard Mitigation, Streambank Restoration and Erosion Control, and Water Quality Protection
- Flood Hazard Mitigation: Voluntary Floodplain Home Buyout Program; Regional Stormwater Management Evaluation; Creek Flood Hazard Mitigation; Localized Flood Hazard Mitigation; Flood Early Warning System; Floodplain Management.
- Streambank Restoration and Erosion Management: Streambank Restoration and Erosion Management Services.
- Infrastructure and Waterway Maintenance: Creek Vegetation Control; Erosion Repair; Open Waterway Maintenance; Pond Inspection and Maintenance; Storm Drain Cleaning; Storm Drain Rehabilitation; Town Lake Cleanup.

b. Library. Upon annexation, residents may utilize all Austin Public Library facilities.

c. Austin Health and Human Services Department/Travis County Health Department. Upon annexation, the following services will be available from the Department.

- investigation of public health related complaints including foodborne illness, recreational water quality and public swimming pools and spas,
- enforcement of the City's smoking in public places ordinance and the minor's access to tobacco ordinance;
- inspection of food establishments and child care facilities;
- investigation of reported elevated blood lead levels in children;
- animal services including leash law, pet licensing and rabies control;

- rodent and vector control consultation.

d. Austin Energy. Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.

e. Anti-litter Services. The Austin Solid Waste Services Department will provide anti-litter services in the annexed area. Anti-litter is a fee-based service. Services currently provided in the City include:
- bulky item collection – twice per year; a notice to customers is provided in advance of the pickup date;
- large brush collection – twice per year; a notice to customers is provided in advance of the pickup date;
- street sweeping service – approximately six (6) times per year for streets with curb and gutter;
- dead animal collection – dead animals are removed from roadways upon request;
- household hazardous waste drop-off facility – use of facility on regularly scheduled days of operation
- tall weed and grass and litter abatement programs

The City may collect anti-litter fees throughout the annexation area consistent with City policy.

f. Other Services. All other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

3. CAPITAL IMPROVEMENTS PROGRAM

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

a. Police Protection. No capital improvements are necessary at this time to provide police services.

b. Fire Protection. No capital improvements are necessary at this time to provide fire services.

c. Emergency Medical Service. No capital improvements are necessary at this time to provide EMS services.

d. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services.

e. Water and Wastewater Facilities. No capital improvements are anticipated at this time to provide water or wastewater service.

The majority of the land in the annexed area has been platted and will be subject to City regulations, State laws, and Federal permits regarding any future development. Water and wastewater services to new development and subdivisions will be provided according to the standard policies and procedures of the Austin Water Utility, which may require the developer of a new subdivision or site plan to install water and wastewater lines. The extension of water and sewer service will be provided in accordance with the attached water and wastewater service extension policy.

f. Roads and Streets. No road or street related capital improvements are necessary at this time.

g. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary or anticipated at this time to provide services.

h. Watershed Protection Department. No capital improvements are necessary or anticipated at this time to provide services.

i. Street Lighting. No capital improvements are necessary at this time to provide services. Street lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.

j. Other Publicly Owned Facilities, Building or Services: Additional Services. In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.

k. Capital Improvements Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services.

4. SERVICES TO BE PROVIDED BY LIMITED DISTRICT

The River Place Limited District, created under the Strategic Partnership Agreement, will provide the following services.

a. Solid Waste Collection. River Place Limited District shall be responsible for providing solid waste and Single Stream recycling pick-up and disposal for the area during the existence of the Limited District. Services may be provided by District employees or by private solid waste service providers under contract with the District. A contract with a private service provider must be approved by the Director of the City's Solid Waste Services Department in writing prior to 03/01/2017.

Collection of Single Stream recycling as described in this service plan is also required. Single Stream recycling is defined as curbside collection of all recyclable containers and fiber products, from a single cart, emptied into a non-compartmentalized truck and processed at a Material Recovery Facility.

b. Maintenance and Security in Parks and Playgrounds. The Limited District will retain ownership of the Amenities in the area as defined in the SPA, including community facilities, parks, greenbelts, other recreational facilities and associated buildings and structures owned by the District or the Limited District and located within the District Boundaries during the existence of the district. The district shall be responsible for providing security, maintenance, and any necessary capital improvements for all such parks and recreation facilities currently owned by River Place MUD. Security and maintenance services may be provided by district personnel or by private service providers under contract with the District.

Recreational facilities and area amenities, including parks, pools, and medians, that are privately owned, maintained, or operated, including those owned by a Home Owners' Association, will be unaffected by the annexation.

c. Deed Restriction Enforcement. The River Place Limited District shall retain the authority of the River Place MUD under Texas law, as it may be amended, to enforce deed restrictions applicable to property within the boundaries of the District and any restrictive covenants to which the MUD is a party and at its option may enforce these restrictions.

5. SERVICES TO BE PROVIDED BY CITY IF LIMITED DISTRICT IS DISSOLVED

If the Limited District is dissolved or ceases to exist for any reason prior to the expiration of this service plan, the City shall provide the following services within 90 days of dissolution, or the date upon which the District ceases to exist:

a. Solid Waste Collection. The Austin Solid Waste Services Department will provide services in the area. Services will be provided by City personnel or by solid waste service providers under contract with the City. Services to single family residences, including duplex, triplex, and fourplex dwelling units, will be provided in accordance to the then published program guidelines, frequencies and service levels

b. Maintenance of Parks and Playgrounds. Ownership and title to all parks and recreational facilities then owned by the River Place Limited District shall vest in the City. The City will maintain such parks as recreational facilities. Services may be provided by the City Parks and Recreation Department or by private service providers under contract with the City.

Recreational facilities and area amenities, including parks, pools, and medians, that are privately owned, maintained, or operated will be unaffected by the annexation.

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the

United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Plan.

SUMMARY OF THE WATER AND WASTEWATER UTILITY SERVICE EXTENSION POLICY

The following information is a summary of the Austin Water Utility Service Extension Policy, Chapters 25-1 through 25-5 and 25-9 of the 2006 Austin Code of Ordinances, in conformance with the Texas Local Government Code requirement that the Plan have a summary of the service extension policy.

Water and wastewater service is only provided to lots that have been properly subdivided and platted or are a legal lot. For property that is required by subdivision regulations to construct water or wastewater facilities connecting to the City system, funding and construction of those facilities will remain the responsibility of the developer. If the specific undeveloped property does not have City water or wastewater service fronting the property, the owner may make an application for an extension of service to the Director of the Austin Water Utility for review. If the Director determines that adequate capacity is available, or will be, and if the project does not include City cost participation or reimbursement, and if the proposed facilities are a logical extension of the City's water and wastewater system and the requested extension otherwise meets the requirements of Chapter 25-9, the extension size, capacity, and routing may be approved by the Director for funding and construction by the developer.

Depending on the size of the new facilities and other conditions, with City Council approval, the City may reimburse the developer for part of the cost of constructing certain facilities as described in the City's applicable ordinances. With City Council approval, the City may cost participate by reimbursing costs associated with the oversize capacity of water and wastewater mains as described in the City's applicable ordinances. The actual calculation of the cost participation and reimbursement amounts, including limits and the schedules for the payments, are included in the Land Development Code.

For lots that have water or wastewater lines in the street fronting the lot, the owner may receive water or wastewater service by applying for a tap permit and paying any required fees. The new customers will be required to pay the impact fees and all connection fees. However, if the tap is purchased within two years of the completion of the line by the City, the impact fee will be waived.

As long as a property is using a septic system, the property owner remains responsible for the operation and maintenance of the septic system. If the septic system fails before the City sewer service is extended to the property, the property owner must repair the system. Under certain circumstances the Austin/Travis County Health and Human Services Department may require connection to the City sewer facilities.

This policy is set by the City Council and can be amended in the future by ordinance.