

ORDINANCE NO. 20060406-011

AN ORDINANCE APPROVING THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE WINFIELD MUNICIPAL UTILITY DISTRICT NO. 2.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

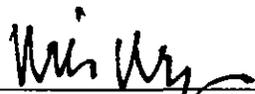
PART 1. The Council approves and the City Manager is authorized to execute the Strategic Partnership Agreement between the City of Austin and the Winfield Municipal Utility District No. 2 attached as Exhibit A.

PART 2. This ordinance takes effect on April 17, 2006.

PASSED AND APPROVED

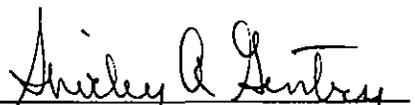
April 6, 2006

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Will Wynn
Mayor

APPROVED: 

David Allan Smith
City Attorney

ATTEST: 

Shirley A. Gentry
City Clerk

Exhibit A

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF AUSTIN AND
THE WINFIELD MUNICIPAL UTILITY DISTRICT NO. 2**

THE STATE OF TEXAS §
COUNTIES OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:
AND HAYS §

This Strategic Partnership Agreement Between the City of Austin, Texas and the Winfield Municipal Utility District No 2, Travis and Hays Counties, Texas ("Agreement") is made and entered into by and among the City of Austin, a municipal corporation, acting by and through its duly authorized City Manager ("City"); the Winfield Municipal Utility District No.2 ("District"), acting by and through its duly authorized 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 under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the extraterritorial jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately 575 acres, more or less. Its boundaries are described in Exhibit "A" and depicted on Exhibit "C" attached to this Agreement.
2. The City is a municipal corporation established by and chartered under Chapter 90, page 634, of the Special Laws of Texas, 1909, 31st Legislature.
3. The City desires to enter into an agreement with the District which would provide for eventual annexation and dissolution of the District by the City, and address issues related to administration of the district, provision of services, and other regulatory and financial matters.
4. The District and its residents and property owners desire to postpone the City's annexation of the District in accordance with the terms of this Agreement.
5. The intent of this Agreement is to enter into a strategic partnership agreement between the City and the District regarding the terms and conditions of annexation of the District by the City in accordance with Section 43.0751 of the Local Government Code.

6. Section 43.0751 of the Local Government Code allows a municipal utility district and a city to provide for limited purpose annexation in a Strategic Partnership Agreement and provide for city collection of sales and use tax in the limited purpose area.
7. The District provided notice of two public hearings concerning the adoption of this Agreement in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.
8. The District conducted two public hearings regarding this Agreement in accordance with procedural requirements of Section 43.0751 of the Local Government Code on February 21, 2006, at _____ o'clock p.m., at _____ and on February 28, 2006 at _____ o'clock p.m. at _____.
9. The City provided notice of two public hearings concerning the adoption of this Agreement in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.
10. The City conducted two public hearings regarding this Agreement in accordance with procedural requirements of Section 43.0751 of the Local Government Code on March 2, 2006 at six o'clock p.m., at the City Council Chambers and on March 9, 2006 at six o'clock p.m., at the City Council Chambers.
11. The District has, by formal action, after public hearings approved this Agreement on February 28, 2006 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 Agreement on _____ 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 Agreement have been met.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, 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, each of the following terms shall have the meaning indicated:

- a. "Agreement" means this Strategic Partnership Agreement Between the City of Austin and the Winfield Municipal Utility District No.2.
- b. "City" means the City of Austin, Texas.
- c. "Consent Agreement" means the agreement between the City and the original developers of the District, namely 2428 Partners, L. P., entitled " Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4," executed _____, a copy of which Consent Agreement is attached hereto as **Exhibit "B"**.
- c. "District" means the Winfield Municipal Utility District No. 2, Travis and Hays Counties, Texas.
- f. "District Boundaries" means the boundaries of the District as they now exist, including property heretofore annexed or that may hereafter be annexed by the City for full or limited purposes, as such boundaries are more particularly described in **Exhibit "A"** and depicted on **Exhibit "C"** attached to this Agreement.
- g. "District Facilities" means the water, wastewater and drainage facilities, or contract rights therefor, listed on **Exhibit "D"**.
- g. "Limited Purpose Property" means the property area in the District to be annexed for limited purposes pursuant to this Agreement, which area is depicted in **Exhibit "C"** attached to this Agreement and which consists of all the area in the District.
- h. "Notice" means any formal notice or communication required or authorized to be given by one Party to another by this Agreement.
- i. "Parties" means the City and the District.
- j. "Party" means the City or the District, as the case may be.
- l. "Period of Limited Purpose Annexation" means that period commencing on the effective date of the limited purpose annexation of the District, and ending upon the effective date of the conversion to full purpose jurisdiction of the City.

Section 1.02 Purpose of the Agreement.

The purpose of this Agreement 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 District, including matters related to the issuance of debt by the District, and collection of sales and use tax by the City.

Section 1.03 General Location and Description of the District.

The District is a municipal utility district created under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the extraterritorial jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately ___ acres, more or less. Its boundaries are described in Exhibit "A" and depicted in Exhibit "C" attached to this Agreement.

ARTICLE II
ADOPTION OF THE AGREEMENT AND ANNEXATION OF THE DISTRICT

Section 2.01 Conduct of Public Hearings.

The District and the City acknowledge and agree that prior to the execution of this Agreement, the District and the City have conducted public hearings for the purpose of considering the adoption of this Agreement and the annexation of the District in accordance with the terms of this Agreement, and applicable law.

Section 2.02 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, this Agreement shall become effective on _____, the date of adoption of this Agreement by the City. Upon adoption, the Agreement shall be filed by the City in the Real Property Records of Travis and Hays Counties, Texas.

Section 2.03 Annexation of District for Limited Purposes

- a. The District and the City agree that the District shall be annexed by the City for limited purposes of planning and zoning effective _____, 200_ under Section 43.0751 of the Local Government Code and Article 1, Section 7 of the City's Charter. The Parties agree that all of the Limited Purpose Property upon limited purpose annexation of the same by the City shall continue to be a part of the District following such annexation and shall continue to receive the same services from the District that it now receives. The District may levy an ad valorem tax in all of the areas within the District Boundaries as long as the District continues to exist.
- b. The District on behalf of all present and future owners of land within the District boundaries hereby consents to the City's annexation of the property within the District for limited purposes as provided in this Agreement, and the imposition of sales and use tax by the City within the District; and consents to the conversion of the property within the District to full purpose jurisdiction in accordance with this Agreement. It is the intent of the Parties that the consent granted in this Agreement shall bind the District and each owner and future owner of land within the District Boundaries.

Section 2.04 Regulatory and Taxation Authority of the City in the District During Limited Purpose Annexation.

Annexation of the area for the limited purposes of planning and zoning will extend City regulatory authority regarding development, construction, land use, environmental quality, and sales and use tax to the area; provided however, that some elements of development may also be subject to review and approval by county government to the extent such review is provided for in subdivision regulation agreements adopted pursuant to state law. Applicable regulations include, but are not limited to, regulations within Titles 25 and 30 of the Land Development Code and related technical manuals, and all rules adopted pursuant thereto. The City may impose and collect sales and use tax as provided in subsection (k) of Section 43.0751 of the Local Government Code; except that the City shall have no authority to levy any other taxes within the territory annexed for limited purposes during the Period of Limited Purpose Annexation.

Section 2.05 District Residents as Citizens of the City During Limited Purpose Annexation.

- a. As provided by Article I, 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 or recall of a City Council member, or the amendment of the City's Charter.
- b. As provided by Article I, 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.
- c. As provided by Article I, 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 in connection with ordinances, rules or regulations which are applicable to the citizen by virtue of the limited purpose annexation.

Section 2.06 Conversion to Full Purpose Annexation of Limited Purpose Annexed Area

In accordance with Sections 43.0751 (f)(5) and 43.0751(h) of the Local Government Code, the District and the City agree that the limited purpose annexation status of the District under this Agreement may be converted to full purpose annexation no sooner than the earlier of (i) December 31, 2035, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District pursuant to a Consent Agreement between the City and District. In determining whether 100% of the District Facilities and bonds therefore have been completed and issued, the parties agree that such determination shall not be based on bonds authorized by the District's voters but rather shall be based on bonds necessary to provide water, wastewater and drainage facilities (including Regional Facilities) and services to proposed development within the District shown on the approved Land Use Plan attached as **Exhibit G** to the Consent Agreement in accordance with applicable standards for such facilities and services, including those of the City and the Texas Commission on Environmental Quality. In that regard, the District's consulting engineer's and the City's Director of Water Utility's will make a mutual

determination of such fact acting in good faith. If they cannot agree on such determination and the City desires to annex the District for full purposes, the parties agree to submit such determination to binding arbitration within sixty days after the District receives written notice from the City of the City's desire to annex the District for full purposes and the City's belief that 100% of the District Facilities have been completed and 100% of the District's bonds have been issued therefor. The arbitration shall be conducted in accordance with Section ___ of this Agreement. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits, and dissolving the District. Except as set out in this Agreement, no additional procedural or substantive requirements of state or local annexation law shall apply to such annexation, or to the annexation and dissolution ordinance.

Section 2.07 District Residents as Citizens of the City Upon Conversion to Full Purpose Jurisdiction of the District.

A resident of an area of the District that is converted to full purpose jurisdiction 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.

Section 2.08 Notice to Landowners of Full Purpose and Limited Purpose Annexation of Land Within the District.

The District agrees to file the following notice concerning this Agreement in the Real Property Records of Travis and Hays Counties for the property within the District:

All of the property within the boundaries of Winfield Municipal Utility District No. 2 of Travis and Hays Counties, Texas (the "District"), as depicted on the map attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement between the District and the City of Austin ("City"), dated _____, 200 . The Agreement establishes a timetable for the annexation by the City of Austin of the property in the District, which will be annexed initially for limited purposes and subsequently for full purposes. The annexation for full purposes may occur automatically at any time after the earlier of (i) December 31, 2005, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District, in accordance with a Consent Agreement between the City and District, and the Strategic Partnership Agreement. A copy of the Strategic Partnership Agreement may be obtained by contacting the offices of the District, and questions concerning the Agreement may be directed to the District or the City of Austin.

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 and Hays Counties, Texas, pursuant to Section 49.455 of the Texas Water Code.

Section 2.09 Regulatory and Taxation Authority of the City and the District Upon Full Purpose Annexation of an Area of the District.

Upon full purpose annexation of an area of the District not heretofore 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. During the period of Limited Purpose Annexation, the District shall have all of the authority and power, including taxation authority, of a municipal utility district, except as modified by the terms and provisions of this Agreement and applicable law, so long as the District exists.

ARTICLE III
SERVICES TO THE DISTRICT

Section 3.01 Municipal Services During the Period of Limited Purpose Annexation

- a. The parties understand and agree that no City services, other than services related to planning and zoning (including environmental quality), and enforcement of planning and zoning regulations (including environmental regulations), and other services which may be agreed to by the City under separate contract, will be provided in any area within the District Boundaries prior to the conversion of the District to full purpose jurisdiction.
- b. City services not now being provided within the District Boundaries shall commence upon conversion of the District to full purpose jurisdiction, and dissolution of the District.
- c. The District shall be the retail water and wastewater service provider to all customers in District 2 so that the City will become the retail provider in District 2 upon the date of full purpose annexation conversion. Further, upon the date of full purpose annexation, the City shall own the District Facilities and its proportionate share of the Regional Facilities, or contract rights therein, as defined in the Consent Agreement.

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. The Consent Agreement, to the extent that it is not inconsistent with the provisions of this Agreement, shall remain in full force and effect until, and shall expire upon, full purpose annexation of the District. The District shall be dissolved and abolished on or about the date of full purpose conversion, except to the extent that the parties agree that it may remain in existence for the purposes of winding down the District's business.

- b. If there is a conflict between the Consent Agreement and this Agreement, this Agreement shall control.
- c. The District's contracts, assets, liabilities, indebtedness, and obligations will all remain the responsibility of the District until full purpose annexation. Prior to full purpose annexation, disposition or acquisition of additional contracts, assets, liabilities, indebtedness and obligations shall be governed by the Consent Agreement to the extent the Consent Agreement is not inconsistent with this Agreement.

The District shall provide in all agreements with developers developing within the District, that if all bonds have not been issued by the date of full purpose annexation by the City, the developers waive any right to a claim against the District or the City for reimbursement of unreimbursed developer expenses.

Section 4.02 Assumption of the District's Outstanding Obligations, Assets, Debts, and Liabilities by the City.

- a. The City shall assume none of the District's obligations or assets during the period preceding conversion to full purpose annexation jurisdiction, except as specifically provided in this Agreement.
- b. Upon conversion to full purpose annexation jurisdiction of the District, and dissolution of the District, all of the obligations, liabilities, indebtedness, and assets of the District, including but not limited to the District's Bonds, shall be assumed by the City except those obligations, liabilities, indebtedness, and assets incurred or acquired by the District in violation of the Consent Agreement, or this Agreement, or state law.

Section 4.03 Capital Improvements During the Period of Limited Purpose Annexation.

During the Period of Limited Purpose Annexation the District shall be responsible for making all capital improvements to District Facilities, under the terms and conditions in effect under the Consent Agreement.

Section 4.04 District Bonds and Tax.

- a. The District will levy a debt service tax to provide debt service to the District's Bonds in accordance with the terms thereof, and will continue to do so pending full purpose annexation of the District. Upon full purpose annexation of the District by the City, the City will assume the District's outstanding bonds. Any funds in the District's debt service account which have not been applied toward the District's Bonds will be transferred to the City in full to be applied toward debt service of the District's Bonds being assumed by the City upon conversion to full purpose annexation jurisdiction of the District.

With regard to these funds, the District shall:

- i. maintain separate accounts for its debt service fund and for its general fund reflecting the source of these funds; and
 - ii. provide the City with an annual accounting in due course after the close of the District's fiscal year for each year of this Agreement for the debt service fund account and the general fund account reflecting the status of each such account.
- b. The District agrees to report the annual debt tax rate and operations and maintenance tax rate set by the District to the District's tax collector in Travis and Hays Counties, and to do and perform all acts required by law for the tax rates to be effective.

Section 4.05 Limitations on Employment Contractual Obligations of the District, and Debt, Liabilities or Obligations.

The District agrees that as of the effective date of this Agreement, it will not enter into any contracts for employment or services that will result in the creation or continuation of a contractual obligation for the City after the date of full purpose annexation of the District, without the prior written approval of the City. Except for the issuance of bonds approved in the Consent Agreement, the District shall not incur debt, liabilities, or obligations, to construct additional District Facilities, or otherwise transfer property without the prior written approval of the City.

ARTICLE V

DEDICATION TO CITY OF DISTRICT FACILITIES AND REAL PROPERTY; AUDIT

Section 5.01 Easement and Fee Simple Dedication of District Facilities to City.

Upon full purpose annexation of the District by the City, the District shall grant to the City fee simple title or public utility easements (to the extent the City does not already hold an easement in such District Facilities) to all real property containing District Facilities then owned by the District that are to be transferred to the City on the date of conversion to full purpose jurisdiction of the District. In addition, any developers who have constructed District Facilities for the District pursuant to reimbursement agreements with the District but for which the District has not then issued District bonds to purchase same shall convey such unreimbursed District Facilities to the City free and clear of any liens, claims or encumbrances and shall waive any rights to reimbursement for same. The District shall provide for appropriate provisions in any such reimbursement agreements requiring such developers to make any conveyance required by this Section. The dedications shall be by appropriate instrument, acceptable in form and substance to the District and the City, and the District and such developers shall perform all acts necessary prior to the effective date of the conversion to accomplish the transfer of title or easement effective on the date of conversion. However, should the transfer of title to all such properties not be accomplished for any reason by the effective date of the full purpose annexation of the District, the District and such developers shall proceed promptly to conclude the transfer

following conversion, for a period not to exceed ninety (90) days, and the District shall remain in effect for such purposes.

Section 5.02 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.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Effective Date and Duplicate Counterparts.

This Agreement may be executed in duplicate counterparts but shall not be effective unless executed by the City and the District on or before _____. The District agrees that, upon its execution of this Agreement, the District shall be bound by this Agreement; however, the obligations of the District under this Agreement are subject to the condition that the City will take the action necessary to authorize this Agreement and will execute and deliver the Agreement on or before _____, failing which the District may withdraw from this Agreement.

Section 6.02 Entire Agreement

- a. Except as expressly set forth in this Agreement, this Agreement 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 Agreement. Except as expressly provided by this Agreement, this Agreement, together with all of the attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. Except as expressly provided by this Agreement, no representations or agreements other than those specifically included in this Agreement shall be binding on either the City or the District.

Section 6.03 Notice.

- a. It is contemplated that the Parties will contact each other concerning the subject matter of this Agreement. However, any Notice shall be given at the addresses below for each of the Parties.
- 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 hereinabove described shall be deemed effective from and after 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
P. O. Box 1088
Austin, Texas 78767

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

Winfield Municipal Utility District No.2:
Name
Address
Austin, Texas

with required copy to District Attorney:
Freeman & Corbett, L.L.P.
8500 Bluffstone Cove, Ste. B-104
Austin, TX 78759

- 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 Agreement 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 6.04 Time.

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

Section 6.05 Severability or Modification of Agreement as a Result of Modification of the State Code and Statutory Authority for the Agreement.

- a. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application of the word, phrase, clause, sentence, paragraph, section or other part of this Agreement 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 Agreement 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 Agreement pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes. If the Parties cannot agree on any such amendment or revision within ninety days of the final judgment of the trial court or any state appellate court that reviews the matter, then either Party may proceed in accordance with the procedures specified in Article VII of this Agreement.
- b. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement is modified in whole or in part as a result of amendments to the underlying state code and statutory authority for this Agreement, the Parties agree and understand that such modification may frustrate the purpose of this Agreement. The parties agree that they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying state code and statutory authority and (ii) the original intent and purpose of this Agreement. If the Parties cannot agree on any such amendment or revision within ninety days from the effective date of amendment of the state code and statutory authority for this Agreement, then this Agreement shall terminate, unless the Parties agree to an extension of time for negotiation of the modification.
- c. If this Agreement is to be terminated as a result of the operation of this Section, the City shall have the right for a ninety (90) day period prior to the effective date of termination, in its sole discretion, to annex the District for full purposes, and dissolve the District. No additional procedural or substantive requirements of state or local annexation law shall apply to such annexation and dissolution, or to the annexation and dissolution ordinance.

Section 6.06 Waiver.

Any failure by a Party to the Agreement to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of the provision or of any other

provision of the Agreement. The Party has the right at any time to insist upon strict performance of any of the provisions of the Agreement.

Section 6.07 Applicable Law and Venue.

The construction and validity of the Agreement 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 6.08 Reservation of Rights.

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

Section 6.09 Further Agreement and Documents.

Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, exchange any other documents necessary to effectuate the terms of this Agreement. Both Parties also agree that they will do any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 6.10 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other Documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 6.11 Assignability, Successors, and Assigns.

This Agreement shall not be assignable by the either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

Section 6.12 Amendment.

This Agreement may only be amended in writing upon the approval of the governing bodies of the City and the District.

ARTICLE VII
DEFAULT AND REMEDIES FOR DEFAULT

Section 7.01 Default.

- a. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this Agreement, the defaulting Party must cure its default or violation within seventy-five days following receipt of the Notice of default or violation.
- b. If the default or violation is not cured within the seventy-five day period, the non-defaulting Party may sue for enforcement or cancellation of this Agreement. However, prior to bringing any proceeding in a court of law or before a court of competent jurisdiction, the Parties may resolve the issue through mediation. If the Parties agree to seek mediation or arbitration, they must participate in good faith. However, none of the Parties shall be obligated to pursue mediation or arbitration that does not resolve the issue in dispute within seven days after the mediation is initiated or within fourteen days after the mediation is requested. Further the parties are not obligated to pursue arbitration that does not resolve the issue within twenty-eight days after the arbitration is requested. The Parties shall share the costs of the mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity as a home rule city.
- c. If the Parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by specific performance or by such other legal or equitable relief to which the non-defaulting Party may be entitled. Any remedy or relief described in this Agreement 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 non-defaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this Agreement. The Parties acknowledge that the City's remedies shall include the right, in the City's sole discretion, to proceed with full purpose annexation of the District, or any portion thereof.
- e. All of these rights and remedies shall be cumulative.

Section 7.02 Dissolution of the District.

- a. If the District is dissolved without the prior written approval of the City, this Agreement shall automatically terminate and the City shall have the right to annex all of the territory within the District for full purposes 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. Upon completion of the transfer of all assets, obligations, indebtedness, and liabilities to the City, the District shall cease to exist.

IN WITNESS WHEREOF, this Agreement consisting of ___ pages and Exhibits A-D is executed in duplicate counterparts.

CITY OF AUSTIN, TEXAS

Attest: _____

City Clerk

By: _____

City Manager

**WINFIELD
MUNICIPAL UTILITY DISTRICT NO. 2**

Attest:

Secretary

President

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 200_, by _____, 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: _____

THE STATE OF TEXAS

COUNTY OF TRAVIS This instrument was acknowledged before me on the __ day of _____, 200_, by , President of Winfield Municipal Utility District No. 2, for and on behalf of the Winfield Municipal Utility District No.2 .

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

DRAFT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF AUSTIN AND THE
WINFIELD MUNICIPAL UTILITY DISTRICT No. 2

LIST OF EXHIBITS

The following are the exhibits for this Agreement:

- | | |
|-----------|---|
| Exhibit A | District Boundaries – Legal Description |
| Exhibit B | Consent Agreement |
| Exhibit C | Map of District |
| Exhibit D | District Facilities |

DRAFT

Exhibit A to Strategic Partnership Agreement

Exhibit A to Strategic Partnership Agreement

STATE OF TEXAS

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COUNTIES OF HAYS AND TRAVIS

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DESCRIPTION, based on record information (courses given are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing 575.70 acres, being situated in the Henry Dowman Survey No. 536, William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.529 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, and Document No. 03006801 of the Official Public Records of Hays County, Texas; the said 575.70 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point at the intersection of the centerline of Turnersville Road with the northerly projection of the west line of South Turnersville Road, being the most easterly northeast corner of the abovesaid 2392.529 acre tract;

THENCE, N61°44'00"W, with the northerly line of the said 2392.529 acre tract 60.28 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the centerline of Turnersville Road, and crossing through the 2392.529 acre tract, along a line parallel with and 50.00 feet at right-angles to the westerly line of South Turnersville Road, same being the easterly line of the 2392.529 acre tract, the following three (3) courses:

- 1) S02°47'02"E, a distance of 1566.09 feet to an angle point;
- 2) S02°38'47"E, a distance of 919.86 feet to an angle point;
- 3) S02°20'28"E, 1860.63 feet to an angle point;

THENCE, leaving the above said parallel line and continuing across the 2392.529 acre tract, with the following twenty six (26) courses:

- 1) S37°17'15"W, 2361.61 feet;
- 2) S74°51'59"W, 390.00 feet;
- 3) N07°27'10"W, 400.00 feet;
- 4) N28°07'42"W, 1149.14 feet;
- 5) N02°07'22"E, 2642.19 feet to a point on a curve to the right;
- 6) With the said curve to the right, having a central angle of 4°41'12", a radius of 310.50 feet, a long chord of 25.39 feet (chord bears S78°31'58"W) for an arc distance of 25.40 feet to the point of reverse curvature of a curve to the left;

- 7) With the said curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $S76^{\circ}14'04''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 8) With the said curve to the right, having a central angle of $18^{\circ}38'26''$, a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears $S80^{\circ}54'46''W$) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the left;
- 9) With the said curve to the left, having a central angle of $89^{\circ}19'27''$, a radius of 25.00 feet, a long chord of 35.15 feet (chord bears $S45^{\circ}34'16''W$) for an arc distance of 38.98 feet to a point;
- 10) $S72^{\circ}04'34''W$, 73.96 feet;
- 11) With a nontangent curve to the left, having a central angle of $89^{\circ}12'55''$, a radius of 35.00 feet, a long chord of 49.16 feet (chord bears $N43^{\circ}41'56''W$) for an arc distance of 54.50 feet to the point of reverse curve of a curve to the right;
- 12) With the said curve to the right, having a central angle of $5^{\circ}17'19''$, a radius of 5076.50 feet, a long chord of 468.42 feet, (chord bears $N85^{\circ}39'43''W$) for an arc distance of 468.59 feet to the point of compound curvature of another curve to the right;
- 13) With the said curve to the right, having a central angle of $11^{\circ}01'45''$, a radius of 310.50 feet, a long chord of 59.68 feet, (chord bears $N77^{\circ}30'11''W$) for an arc distance of 59.77 feet to the point of compound curvature of a curve to the left;
- 14) With a curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $N76^{\circ}37'49''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 15) With the said curve to the right, having a central angle of $10^{\circ}31'14''$, a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears $N76^{\circ}00'42''W$) for an arc distance of 929.56 feet to the point of tangency;
- 16) $N70^{\circ}45'06''W$, 672.93 feet to a point of curvature of a curve to the left;
- 17) With the said curve to the left, having a central angle of $90^{\circ}00'00''$, a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $S64^{\circ}14'54''W$) for an arc distance of 54.98 feet to a point;
- 18) $N79^{\circ}35'36''W$, 91.08 feet to the point of curvature of a point on a non tangent curve to the left;

- 19) With the said curve to the left, having a central angle of $90^{\circ}00'00''$; a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $N25^{\circ}45'06''W$) for an arc distance of 54.98 feet to the point of tangency;
- 20) $N70^{\circ}45'06''W$, 196.34 feet;
- 21) $N02^{\circ}23'03''W$, 769.14 feet to the point of curvature of a point on a non tangent curve to the left;
- 22) With a curve to the left, having a central angle of $06^{\circ}41'36''$, a radius of 2640.00 feet, a long chord of 308.23 feet (chord bears $N00^{\circ}37'08''E$) for an arc distance of 308.41 feet to a point;
- 23) $N02^{\circ}43'40''W$, 384.47 feet to the calculated point of curvature of a curve to the left;
- 24) With the said curve to the left, having a central angle of $00^{\circ}05'48''$, a radius of 2640.00 feet, a long chord of 4.45 feet (chord bears $N02^{\circ}46'34''W$) for an arc distance of 4.45 feet to a point;
- 25) $N02^{\circ}49'28''W$, 300.00 feet to the point of curvature of a curve to the left;
- 26) With a curve to the left, having a central angle of $15^{\circ}31'41''$, a radius of 2640.00 feet, a long chord of 713.29 feet (chord bears $N10^{\circ}35'19''W$) for an arc distance of 715.48 feet to a point in the centerline of Turnersville Road and the northerly line of the 2392.529 acre tract;

THENCE, along the centerline of said Turnersville Road, being the northerly line of the 2392.529 acre tract with the following seven (7) courses:

- 1) $N87^{\circ}56'00''E$, 3150.96 feet to the point of curvature of a non-tangent curve to the right;
- 2) With said curve to the right, having a central angle of $62^{\circ}40'10''$, a radius of 270.00 feet, a long chord of 280.82 feet (chord bears $S61^{\circ}42'52''E$) for an arc distance of 295.32 feet to a point;
- 3) $S28^{\circ}25'34''E$, 451.78 feet to the point of curvature of a curve to the left;
- 4) With the said curve to the left, having a central angle of $64^{\circ}39'59''$, a radius of 190.00 feet, a long chord of 203.24 feet (chord bears $S60^{\circ}45'34''E$) for an arc distance of 214.44 feet to a point;
- 5) $N86^{\circ}54'26''E$, 2475.62 feet to the point of curvature of a curve to the right;
- 6) With the said curve to the right, having a central angle of $31^{\circ}16'30''$, a radius of

500.00 feet, a long chord of 269.55 feet (chord bears $S77^{\circ}27'19''E$) for an arc distance of 272.93 feet to a point;

- 7) $S61^{\circ}44'00''E$, continuing with the said northerly line of the 2392.529 acre tract and the centerline of Turnersville Road, 157.97 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 575.70 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



Jerry Fults
JERRY W. FULTS, RPLS
No. 4999 - State of Texas

Exhibit B to Strategic Partnership Agreement

Exhibit B to Strategic Partnership Agreement
AGREEMENT CONCERNING CREATION AND OPERATION
OF
WINFIELD MUNICIPAL UTILITY DISTRICTS NOS. 1, 2, 3 AND 4

This Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4 (the "Agreement") is made and entered into by and among the following:

A. the City of Austin, Texas (the "City"), a municipal corporation situated in Travis County, Texas, acting by and through its duly authorized City Manager or her designee, as authorized by specific action of its City Council;

B. 2428 Partners, L. P., a Texas limited partnership ("Landowner");

C. Winfield Municipal Utility District No. 1, a municipal utility district to be created and operate pursuant to Chapters 49 and 54 of the Texas Water Code (District 1), who, after its creation and organization, will join in this Agreement for the purposes specified below;

D. Winfield Municipal Utility District No. 2, a municipal utility district to be created and operate pursuant to Chapters 49 and 54 of the Texas Water Code (District 2), who, after its creation and organization, will join in this Agreement for the purposes specified below;

E. Winfield Municipal Utility District No. 3, a municipal utility district to be created and operate pursuant to Chapters 49 and 54 of the Texas Water Code (District 3), who, after its creation and organization, will join in this Agreement for the purposes specified below; and

F. Winfield Municipal Utility District No. 4, a municipal utility district to be created and operate pursuant to Chapters 49 and 54 of the Texas Water Code (District 4), who, after its creation and organization, will join in this Agreement for the purposes specified below.

RECITALS

A. Landowner is the current owner of approximately 2,428 acres, more or less, as described on Exhibit A-1 (the "Property"). A portion of the Property consisting of approximately 782.70 acres, as described on Exhibit B-1 (the "District 1 Property"), lies within both the City of Buda's ("Buda") and the City's extraterritorial jurisdictions ("ETJ"). Landowner has obtained the consent of Buda for creation of a district to be known as Winfield Municipal Utility District No. 1 ("District 1") over the portion of the District 1 Property in Buda's ETJ. The balance of the Property lies solely within City's ETJ and consists of approximately 1,645.110 acres which will be within the initial boundaries of District 2 (236.30 acres as shown on Exhibit B-2), District 3 (740.310 acres as shown on Exhibit B-3) and District

4 (668.50 acres as shown on Exhibit B-4), such additional tracts being referred to hereafter, respectively, as the "District 2 Property", the "District 3 Property" and the "District 4 Property").

B. Districts 1, 2, 3 and 4 will be created either by special act of the Texas Legislature or by order of the Texas Commission on Environmental Quality (the "Commission") and will operate pursuant to Chapters 49 and 54, Texas Water Code, and the regulations promulgated thereunder.

C. The purpose of this Agreement is to set forth the terms under which the City will consent to creation of Districts 1, 2, 3 and 4 and the inclusion of the Property within Districts 1, 2, 3 and 4 as provided by Sec. 42.042, Texas Local Government Code, and Sec. 54.016, Texas Water Code. The purpose of this Agreement is to also set forth certain agreements pursuant to Section 212.172, Local Government Code, regarding development of the land within the portions of the Property in Austin's extraterritorial jurisdiction.

D. The City understands that Landowner has entered into an agreement to purchase an additional 362.110 acres of property described by metes and bounds in Exhibit A-2 (the "Additional Property"). The Additional Property is located within Buda's ETJ and Buda has consented to the inclusion of the Additional Property within the boundaries of District 1. The City hereby consents to the inclusion of the Additional Property within the boundaries of District 1.

E. Landowner agrees to request in writing that the City release a portion of the Property as described in Exhibit C (the "Release Property") from the City's ETJ. Landowner agrees to contemporaneously request in writing that Buda add the Release Property to Buda's ETJ.

F. The parties acknowledge and agree that one of the Districts 1, 3 or 4, but in no event District 2, may be the "Master District" to coordinate the provision of water, sanitary sewer, drainage and other services and facilities to itself and the three other proposed districts through its authority to issue bonds, design and construct District and Regional Facilities, and make operational and managerial decisions as may be more specified in a contract between the Master District and the "Other Districts," Districts 1, 2, 3 and 4, as appropriate, being hereafter sometimes collectively referred to as the "Other Districts" for purposes of their relationship to the Master District. In no event shall District 2 assume any debt or obligations for any of Districts 1, 3 or 4, including any such District acting as the Master District.

G. The City and the Landowner desire to set forth in writing the agreed terms for the City's consent to the creation of Districts 1, 2, 3 and 4 and the inclusion of the Property within the boundaries of District 1, District 2, District 3 and District 4 as set forth hereafter.

H. These Recitals are hereby found to be true and correct and are hereby incorporated into and made a part of this Agreement.

For and in consideration of the premises and the mutual agreements, covenants and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows, to wit:

ARTICLE I
CONSENT TO CREATION AND REORGANIZATION OF DISTRICT BOUNDARIES

The City consents to creation of each of Districts 1, 2, 3 and 4 over the boundaries, respectively, described earlier as the District 1 Property, the District 2 Property, the District 3 Property and the District 4 Property. However, the Landowner and the City agree that, prior to the issuance of bonds by any of the Districts, the Districts may annex and de-annex portions of the Property and the Additional Property as necessary or appropriate so that the boundaries of each of Districts 1, 2, 3 and 4 are, respectively, as shown by metes and bounds descriptions in **Exhibits D-1, D-2, D-3 and D-4** (the "Ultimate District Boundaries"). The City hereby consents to such annexations and de-annexations of portions of the Property and the Additional Property as necessary or appropriate so that the resulting boundaries of each of Districts 1, 2, 3 and 4 are shown by metes and bounds descriptions in **Exhibits D-1, D-2, D-3 and D-4**. Notwithstanding the foregoing, however, the City further consents to Districts 1, 3 and 4 further annexing and de-annexing any portions of the Property and the Additional Property to reconfigure their respective boundaries as they may desire so long as the ultimate boundaries of District 2 remain as described in **Exhibit D-2**. Landowner and the Districts agree to finalize all of the Districts' boundaries within ninety (90) days after creation of the Districts by the Commission and provide the City a copy of the final metes and bounds and an accompanying map depicting such boundaries within three (3) business days after such boundaries are finalized. A map depicting the Ultimate District Boundaries is attached as **Exhibit D-5**.

ARTICLE II
STRATEGIC PARTNERSHIP AGREEMENT

Within thirty (30) days after finalizing District 2's boundaries as provided in Article I, Landowner agrees to file a written petition requesting that the City annex for limited purposes that portion of the Property as shown on **Exhibit D-2** (the "Limited Purpose Annexation Property") in accordance with the terms set forth in that separate draft agreement between District 2 and the City entitled "Strategic Partnership Agreement" (the "Strategic Partnership Agreement") attached hereto as **Exhibit E**. The Limited Purpose Annexation Land currently lies within both the District 1 Property, the District 2 Property and the District 3 Property but, as agreed above in Article I, the parties contemplate that Districts 1, 2 and 3, after their creation, shall annex and/or deannex portions of the Limited Purpose Annexation Land so that it is entirely within the Ultimate District Boundaries of only District 2 at the time of execution of the Strategic Partnership Agreement by the City and District 2.

ARTICLE III
ISSUANCE OF BONDS BY DISTRICTS

A. Districts 1, 3 and 4 may issue bonds and refunding bonds as permitted by law and any applicable regulations relating to such Districts and/or as contemplated by the "Master District Contract" as hereafter defined.

B. District 2 agrees that it shall issue bonds and refunding bonds only for the purposes and in the manner provided by applicable law and regulations and as permitted herein. For each proposed issue of bonds by District 2, District 2 shall submit to the City, in accordance with the City's regulations governing same, a request for the City's approval of the bonds, including, without limitation, copies of the engineering report provided to the Commission, the draft bond resolution and the draft preliminary official statement for the bonds. All bonds and refunding bonds of District 2 shall be subject to review and approval by the City Council of the City prior to the issuance thereof. Such approval shall not be unreasonably withheld or delayed and may be withheld only (i) if either Landowner or District 2 is in material breach of this Agreement or the Strategic Partnership Agreement or (ii) as otherwise permitted by law. District 2, after its creation, may issue District bonds for the financing, acquisition or construction of water, sanitary sewer and drainage facilities, services, contract rights and other property or rights for the benefit of District 2 and for refunding of same to the extent and as permitted by laws and regulations applicable to District 2.

C. Any of Districts 1, 3 or 4 may, by agreement of any two or more of such Districts, elect to become the "Master District" for the Districts and issue Master District bonds for the purposes of providing regional water, sanitary sewer and drainage facilities and services, contract rights and other property or rights for the Master District for the benefit of the Master District and any of Districts 1, 3 and 4 and may also issue Master District refunding bonds. In that regard, the parties contemplate that the Master District may enter into agreements with the Other Districts (the "Master District Contract") providing for the construction or acquisition of "Regional Facilities" (meaning facilities that serve more than one of the Districts) by the Master District and for the construction of "Internal Facilities" (meaning facilities that are located within and serve only one of the districts) by each of Districts 1, 2, 3 and 4. In addition, regardless of whether the Master District Contract is entered into, the City hereby consents to the issuance of bonds by each of Districts 1, 2, 3 and 4 for each District's pro rata share (based on relative shares of reserved capacity) of the cost of Regional Facilities and the issuance of bonds by each of Districts 1, 2, 3 and 4 for each District's Internal Facilities. Subject to prior review and approval of any Master District Contract and amendments thereto by the City, the City may further agree in the future to allow the Master District to issue Master District Bonds to be paid by the pledge in the Master District Contract of taxes levied by District 2 pursuant to the Master District Contract for District 2's share of the Regional Facilities in lieu of District 2 issuing its own bonds for such purpose.

D. Unless otherwise approved in writing by the Director of the City's Department of Financial and Administrative Services, or its successor department:

(1) District 2 shall not issue bonds to acquire, construct or pay the Landowner for park land or park facilities;

(2) the bonds of District 2 shall provide for principal and interest payments that are generally levelized across the period of amortization of the bonds except for an initial period not to exceed twenty-four (24) months after issuance of any series of bonds where District 2 may utilize capitalized interest to defer principal retirement;

(3) all new bond issues of District 2 shall have an optional redemption date beginning approximately ten years after issuance of the series of bonds being issued;

(4) the term of refunding bonds of District 2 shall not exceed the original term of the refunded bonds;

(5) a proposed issue of refunding bonds of District 2 shall meet the requirements of the City's approved financial policies in effect at the time of the refunding; and

(6) the proceeds of District 2's bonds may be used for any lawful purpose; provided, however, in regard to District 2 Internal Facilities and the cost of Regional Facilities that are water mains (less than or equal to twenty-four (24) inches in diameter), wastewater mains, lift stations, force mains, and associated appurtenances located within District 2 (collectively known as the "Article III. D. (6) Facilities"), such proceeds shall not be used to reimburse any developer in the District 2 more than seventy percent of the cost of such Facilities.

ARTICLE IV

CONSTRUCTION AND ACQUISITION OF DISTRICT 2 FACILITIES

The Master District shall construct, own, operate and maintain the Regional Facilities subject to the terms of the Master District Contract. Landowner may serve as the project manager for the construction or acquisition of all Regional Facilities and Internal Facilities (collectively, the "Facilities"). Landowner, the Master District or District 2 shall cause to be designed and constructed or acquired Facilities within or for District 2 in accordance with the plans prepared by the engineer for Landowner, the Master District or District 2, and approved as hereinafter provided. Construction or acquisition of any of the Facilities within or for District 2 shall not commence unless the plans and specifications therefore (the "Plans and Specifications") have been approved by all governmental entities having jurisdiction. All Article III. D. (6) Facilities shall be designed and constructed to meet the City's design criteria and standards in effect at the time of submission of the proposed Plans and Specifications. If the proposed Plans and Specifications are resubmitted or amended, then the Plans and Specifications for such Article III. D. (6) Facilities shall be designed and constructed to accord with the City's design criteria and standards in effect at the time of such resubmission or amendment. District 2 may contract with other districts, cities, counties, water supply corporations, river authorities or other entities for the acquisition of undivided interests in facilities or contract rights in facilities or capacity therein for the provision of water, sanitary sewer and drainage services or facilities to the District 2 Ultimate Boundaries, and in such event, such undivided interests or contract rights shall be

considered as the Regional Facilities for District 2. District 2 agrees to pay all applicable City fees including but not limited to development fees, permit fees, inspection fees and engineering plan review fees. All water and wastewater connections within District 2 shall be inspected by District 2 for compliance with the requirements of the Uniform Plumbing Code or its successor regulations and the City's local amendments thereto, the City's Utilities Criteria Manual specifications and standards promulgated by the Austin Water Utility, any applicable City ordinances, and the requirements of the Commission. If the City provides written notice to District 2 that the City chooses not to inspect a particular phase or portion of construction of Article III. D. (6) Facilities, then: (i) the City shall not charge District 2 inspection fees for those Facilities not inspected by the City; and (ii) District 2 agrees to provide thirty (30) days prior written notice to the City of pre-construction meetings and the final acceptance inspection of those Facilities in order for the City to attend those meetings at the City's cost if the City desires. The District shall also cause to be provided to the Austin Water Utility a letter from a registered professional engineer in the State of Texas, with his seal affixed thereto, within thirty (30) days after completion of construction of each water and wastewater construction project within District 2 certifying that the project complies with all applicable City codes and the City's Utilities Criteria Manual, specifications and standards.

ARTICLE V **OPERATION AND MAINTENANCE OF FACILITIES**

Each District may operate and maintain the Internal Facilities serving it. The Master District may operate and maintain the Regional Facilities serving itself, the Other Districts or District 2. Any District may contract in any manner allowed by law for the operation and maintenance of same.

ARTICLE VI **AREA OF, AND LIMITATIONS ON, SERVICE**

Unless the prior approval of the City Council of the City is obtained, District 2 shall not: (1) construct, acquire or install Facilities to serve areas outside Districts 1, 2, 3 and 4; (2) sell or deliver water or sanitary sewer service or other District 2 services to areas outside District 2; (3) annex any additional lands to District 2; or (4) deannex any land from District 2. Notwithstanding the foregoing, however, District 1, 2, 3 and 4 may take any actions necessary or appropriate to annex or deannex parts of the Limited Purpose Annexation Land and other parts of the Property and the Additional Property into and from their respective boundaries so as to place all of, and only, the Limited Purpose Annexation Land within the boundaries of District 2 and so as to reconfigure the boundaries of Districts 1, 3 and 4 over the remainder of the Property and the Additional Property as provided above.

ARTICLE VII
ANNEXATION OF DISTRICT 2 BY THE CITY

A. The parties hereto acknowledge and agree that the Limited Purpose Annexation Property lies, and will continue to lie, wholly within the ETJ of the City; is not bordered by another city, town, or village; and is not currently anticipated to be scheduled for annexation by the City in accordance with any annexation plan of the City. The parties further acknowledge that the creation of District 2, and the City's consent thereto, are for the purpose of promoting the orderly development and extension of City services to the Limited Purpose Annexation Property.

B. In furtherance of the purposes of this Agreement, District 2 and Landowner, and their respective successors and assigns, covenant and agree to the extent allowed by law that, except upon written consent of the City Council of the City or as otherwise set forth in Subsection C. below they will not: (1) seek or support any effort to incorporate any of the Limited Purpose Annexation Property, or any part thereof or seek to include the Limited Purpose Annexation Property in any other form of special district other than District 2; or (2) sign, join in, associate with or direct to be signed any petition seeking to incorporate any of the Limited Purpose Annexation Property or to include any of the Limited Purpose Annexation Property within the boundaries of any other city or any other incorporated entity or special district other than District 2.C. Notwithstanding anything to the contrary in Subsection B above, Landowner agrees (i) to petition for limited purpose annexation of the Limited Purpose Annexation Property into the City within thirty (30) days after execution of the Strategic Partnership Agreement by District 2 and the City and (ii) to petition the City for release of the Release Property from the City's ETJ and to petition Buda for addition of the Release Property to Buda's ETJ within thirty (30) days after the effective date of this Agreement. If (i) Landowner does not file the petition for limited purpose annexation of the Limited Purpose Annexation Property by the City within thirty (30) days after execution of the Strategic Partnership Agreement by District 2 and the City or (ii) Landowner does not file the petition with the City for release of the Release Property from the City's ETJ and the petition with Buda for addition of the Release Property to Buda's ETJ within thirty (30) days after the effective date of this Agreement, then the City may terminate this Agreement and revoke its consent to issuance of any bonds by District 1, District 2, District 3 and District 4 by giving Landowner and, if applicable, District 1, District 2, District 3 and District 4 ten (10) days prior written notice of termination.

C. Full purpose annexation and dissolution of District 2 shall be governed by the provisions of the Strategic Partnership Agreement.

ARTICLE VIII
LAND AND EASEMENT COSTS FOR INTERNAL FACILITIES

Land, easements, and rights-of-way needed for Article III. D. (6) Facilities shall be dedicated to District 2 by Landowner, its successors or assigns without reimbursement. Land, easements and rights-of-way needed for all other Facilities shall be subject to reimbursement as allowed by the rules of the Commission.

ARTICLE IX
LAND USE AND DEVELOPMENT

A. The parties agree that the Land Plan attached hereto as Exhibit F ("Land Plan") and incorporated herein for all purposes including notations thereon, as the same may be amended from time to time with the concurrence of a majority of the City Council of the City and Landowner, its successors and assigns, is the agreed plan for development of the Limited Purpose Annexation Property. The densities and land use reflected on the Land Plan are not guaranteed levels of development, but rather levels subject to changes thereof necessitated by compliance with the requirements of applicable laws, ordinances and regulations. Landowner shall apply for zoning for the Limited Purpose Annexation Property pursuant to the Land Plan not later than one year after the limited purpose annexation of the Limited Purpose Annexation Property as provided herein and in the Strategic Partnership Agreement. In that connection, Landowner agrees to discuss possible mixed uses in some portions of the Limited Purpose Annexation Property. No site development permit shall be issued for an area within the Limited Purpose Annexation Property until that area is zoned by the City.

B. The City agrees to zone the Limited Purpose Annexation Property within a reasonable period of time after the receipt of a complete application for zoning for the Limited Purpose Annexation Property. Landowner shall at its cost provide to the City a field note description of each tract as delineated in the Land Plan and shall pay the costs of notification required by law and all applicable fees for zoning. The City Manager intends to recommend that the City Council zone all tracts as shown on the Land Plan. Notwithstanding any language to the contrary in this Agreement, nothing in this Agreement shall be construed to prohibit Landowner from filing applications to rezone property zoned by the City in accordance with the City's Zoning Ordinance; nor shall any provision of this Agreement, including all exhibits attached hereto, be construed to prohibit the exercise by the City Council of its police power authority under its Charter and the laws of the State of Texas. As the City approves zoning of the entirety of the Limited Purpose Annexation Property, the zoning shall supersede and replace the approved use in the Land Plan and the Land Plan shall be of no further force and effect thereafter.

C. Landowner agrees to dedicate, at no cost, to the City a one and one-half acre tract of developable land located generally in the area shown on Exhibit F hereto to be used as a fire and EMS station site. The City's Fire Department may require Landowner to relocate this site at any time prior to final approval of zoning by the City for the site. At any time after final zoning of the site, the City's Fire Department and the Landowner may mutually agree on a new location of the site within District 2. The dedication shall be made no later than the date of the dedication of any adjacent roadway.

D. Landowner agrees that development of the Property shall conform to any applicable provisions of the City's, or the City of Buda's water quality protection ordinances as the same are in effect from time to time, and that Landowner will not bring any claim of a taking based on the amount of impervious cover allowed for development, if impervious cover limitations do not reduce allowable impervious cover below the most restrictive amount allowed

under water quality ordinances in effect in areas of the Onion Creek watershed downstream from the area within District 2. Landowner further agrees that if, in the future, the authority of the City or the City of Buda to adopt such ordinances is repealed or limited such that the current ordinances of the City or the City of Buda are stricter than the allowable provisions of any future ordinance, then development of the Property will conform to the applicable ordinances now in effect unless the City with jurisdiction otherwise agrees.

E. The parties further agree that neither this Agreement nor the City's approval of the Land Plan shall be construed to be approval of any "permit" as defined by Sec. 245.001, Texas Local Government Code; and, further, that the final use classification shall be determined through zoning approved by the City Council.

ARTICLE X **JOINT CONTRACTING**

Subject to the other terms of this Agreement, District 2 is specifically authorized to contract with any other water district, municipality, water supply corporation, county or other entity for the construction, operation, and maintenance for any water, sanitary sewer and drainage facilities to serve District 2, or any other facilities which are within the powers of District 2 to construct, operate or maintain to serve District 2. District 2 will provide the City copies of such joint contracts within thirty (30) days after execution of same.

ARTICLE XI **EDWARDS AQUIFER GROUNDWATER USE**

A. In regard to the use of groundwater from the Barton Springs Segment of the Edwards Aquifer, Landowner and Districts 1, 2, 3 and 4 agree not to:

(i) utilize water from new wells drilled into Barton Springs-Edwards Aquifer after the date of this Agreement;

(ii) utilize water from existing wells in the Barton Springs-Edwards Aquifer produced under the authority of additional, increased pumping authorizations after the date of this Agreement; and

(iii) apply for, or request another person or entity to apply for, or seek or support, either directly or indirectly, an amendment of an existing pumping authorization for the purpose of increasing groundwater pumpage from wells located within the Barton Springs Segment of the Edwards Aquifer.

B. The foregoing shall not prevent the Landowners and Districts 1, 2, 3 and 4, however, from utilizing water from existing wells in the Barton Springs Segment of the Edwards Aquifer but only if it is provided to Districts 1, 2, 3 and 4 as part of a supply with water from another source or sources and so long as Districts 1, 2, 3 and 4 have obtained and pay for the use

of an amount, by the supplier, of water from the portion of the supply which is not part of the Barton Springs Segment of the Edwards-Aquifer which water is sufficient in volume and quantity to meet all the needs of Districts 1, 2, 3 and 4 as those needs exist from time to time.

C. Each of Landowner and Districts 1, 2, 3, and 4, as appropriate, agrees to provide a true copy of all contracts entered into by it for water from another source or sources within ten (10) business days from the date of execution of each such contract. Each of Districts 1, 2, 3, and 4 and the Landowner, as appropriate, agree to ensure that all contracts for water obtained from such other source or sources provide for the accurate and continuous metering of the total volume of water delivered to any of Districts 1, 2, 3, and 4 or Landowner, as appropriate, from such other source or sources by the installation of metering equipment meeting the standards of the American Water Works Association, and for the proper reading, inspection and maintenance of such meters. Any of the Districts 1, 2, 3 or 4 or Landowner, as appropriate, entering into such agreements shall use commercially reasonable efforts to try to obtain a right in the agreement to inspect, calibrate and read such metering devices periodically at reasonable times. Any of Districts 1, 2, 3 or 4 or Landowner, as appropriate, receiving water from such another source agrees to provide to the City, within thirty (30) days after receipt by the District or Landowner, copies of invoices from any such supplier showing the monthly readings of meters measuring the amount of water supplied to such District or Landowner. In addition, in the event such other source or sources of water mix groundwater from the Barton Springs Segment of the Edwards Aquifer with water from a source other than the Barton Springs Segment of the Edwards Aquifer, then each of Districts 1, 2, 3 and 4 or Landowner, as appropriate, shall use commercially reasonable efforts to provide the City with accurate and up-to-date information concerning the location of all Barton Springs/Edwards Aquifer wells from which groundwater is pumped and mixed to produce such other source or sources of water and the pumpage permit under which each such well is operated.

D. A failure or refusal by the Landowner, or Districts 1, 2, 3 or 4, as appropriate, to abide by the requirements of this Article shall constitute an event of default under this Agreement and, upon the occurrence of same, the City may immediately initiate the default procedures set forth in this Agreement. If a default remains uncured after the City's exhaustion of the default procedures set forth below, or if emergency conditions exist presenting an imminent danger of irreparable harm, the City may file suit in a court of competent jurisdiction for the redress of such violation(s). If the court determines that the Landowner, or Districts, 1, 2, 3, or 4, as appropriate, is in violation of the requirements of this Article, the Landowner, and Districts, 1, 2, 3 and 4, as appropriate, agree to commence immediately, at its sole cost and expense, the design and construction of a connection to a reliable source of water from a source other than the Barton Springs Segment of the Edwards Aquifer sufficient in quality and volume to meet the needs of such District or Landowner, as appropriate.

ARTICLE XII **SEVERABILITY**

The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement, or the application

thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby.

ARTICLE XIII
ASSIGNMENT OF AGREEMENT

Landowner, its successors and assigns, may from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the Property and the Additional Property in conjunction with the sale of an undeveloped parcel. Upon approval by the City of the assignment, which approval shall not be unreasonably withheld or delayed, and provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. Neither District 2 nor the City shall assign this Agreement without written consent of each of the other parties hereto; provided, however, the City may assign all or any part of its rights under this Agreement to the City of Buda by giving written notice of such assignment to the other parties to this Agreement. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a party hereto, whether judicial or non-judicial.

ARTICLE XIV
TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City, District 2 and Landowner, and shall continue in effect until District 2 is annexed and dissolved by the City.

ARTICLE XV
BENEFITS OF AGREEMENT

This Agreement is for the benefit of the City, Districts 1, 2, 3 and 4; and Landowner, their successors and assigns, and shall not be construed to confer any benefit on any other party except as expressly provided herein.

ARTICLE XVI
DISTRICT 2 AUDIT AND BUDGET

On an annual basis, District 2 shall file a copy of its annual audit and a copy of its proposed budget for the following year showing expenses, income and revenue, with the City Clerk, Director of Finance and the City Manager of the City.

ARTICLE XVII
POST-ANNEXATION SURCHARGE IN DISTRICT 2

A. Agreement for Post-Annexation Surcharge. After annexation of District 2 and the dissolution thereof by the City, the City may charge and collect a special surcharge for the purpose of wholly or partially compensating the City for the assumption of the obligations of District 2, as provided in Texas Water Code, Sec. 54.016(h).

B. Calculation of Surcharge. The surcharge shall be calculated pursuant to the criteria and formula set forth in **Exhibit G** attached hereto and incorporated by reference as if set forth herein verbatim.

C. Collection of Surcharge. The surcharge may be charged and collected by the City in addition to the City's normal water and sewer rates to customers within the boundaries of the dissolved District 2 area until the bonded indebtedness of District 2 has been retired or for a period of thirty (30) years after the date of annexation, whichever occurs last, but in no case for a period longer than necessary to wholly compensate the City for all of the principal, interest and costs incurred by the City as a consequence of its assumption of such bonded indebtedness of District 2.

D. It is understood and acknowledged that the formula and criteria set forth on **Exhibit G** base such charge upon compensation of only a portion of the obligations to be assumed by the City. The City shall have the right to recalculate the amount of the surcharge so that such surcharge would compensate the City for additional obligations outstanding obligations of the District. If the variables used to calculate the surcharge should change, the City may recalculate the surcharge accordingly and such recalculated surcharge may be charged and collected as provided herein.

E. The City and District 2 agree that the District 2 shall receive a credit against total district debt used in the surcharge calculation only for District 2 funds transferred to the City at annexation and identified for debt service on bonds issued for construction, land and easement costs of District 2 Internal Facilities. No other credits are allowed.

F. The provisions of this Article shall be disclosed at closing to each purchaser of land within District 2 in accordance with the procedure described in Texas Water Code, Sec. 54.016(h)(4).

ARTICLE XVIII

PORTIONS OF AGREEMENT TO CONSTITUTE COVENANT RUNNING WITH THE LAND COMPRISING THE DISTRICTS

A. The terms of Articles II, VII, XI and XVII of this Agreement shall constitute a covenant running with the lands comprising the Districts and shall be binding on all owners of property in the Districts and the Facilities. After the effective date hereof, a memorandum of this Agreement, in form and substance satisfactory to the parties hereto, shall be recorded, at the City's cost, in the Official Public Records of Travis County, Texas, and Hays County, Texas.

B. Nothing in this Agreement is intended to impose obligations on individual owners of individual platted single family, duplex, townhouse or attached single-family residential lots, except as otherwise specifically provided herein. Purchasers of undeveloped or developed but unimproved lots shall be required at the time of purchase to sign a statement acknowledging and agreeing to abide by the provisions of Articles II, VII, XI and XVII of this Agreement.

ARTICLE XIX

DEFAULT AND ENFORCEMENT OF AGREEMENT

A. If one party (the "Claimant") believes that another party (the "Defaulting Party") is in default of any provision of this Agreement, the Claimant will give written notice to the Defaulting Party with copy to all other parties, specifying the event of default and extending the Defaulting Party thirty (30)-days to cure the default or, if the curative action cannot reasonably be completed within thirty (30) days, a reasonable period of time to commence the curative action and thereafter to diligently pursue the curative action to completion. Except in the case of an emergency, this curative period for notice and opportunity to cure must pass before the Claimant may initiate any remedies available to the Claimant due to an alleged default. The Claimant must mitigate any direct or consequential damages arising from any default to the extent reasonably possible under the circumstances.

B. The parties agree that they will use good faith and reasonable efforts to resolve any dispute by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods before initiating any lawsuit to enforce their respective rights under this Agreement. If the default is not cured within the curative period, or if curative action is not commenced or diligently pursued in the case of curative action that cannot reasonably be completed in the curative period, the Claimant may pursue all remedies, at law or in equity, that it deems appropriate to redress such default.

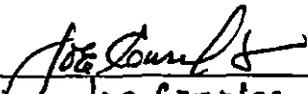
Nothing herein shall be construed as a waiver or limitation of a party's right to seek emergency relief if the party reasonably believes emergency conditions to exist warranting the immediate pursuit of temporary injunctive relief nor a waiver of any of the remedies available to a party under the laws of the State of Texas.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

ATTEST:

CITY OF AUSTIN

City Clerk

By: 
Name: Joe Canales
Title: Deputy City Manager

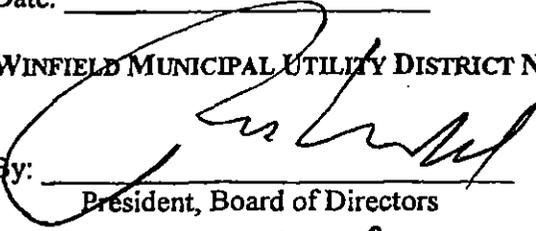
Date: 5-31-05

WINFIELD MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
President, Board of Directors

Date: _____

WINFIELD MUNICIPAL UTILITY DISTRICT NO. 2

By: 
President, Board of Directors

Date: 6-21-06

WINFIELD MUNICIPAL UTILITY DISTRICT NO. 3

By: _____
President, Board of Directors

Date: _____

WINFIELD MUNICIPAL UTILITY DISTRICT NO. 4

By: _____
President, Board of Directors

Date: _____

2428 PARTNERS, L.P., a Texas limited partnership

By: 2428 Management L.L.C., a Delaware limited liability company, its general partner

By: J. Tim Moore
J. Tim Moore
Senior Vice President

By: William D. Albers
William D. Albers
Senior Vice President

Date: 5/19/05

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on the 3rd day of May 2005, by Joe Canales, Deputy City Mgr of the City of Austin, Texas on behalf of said City.

Sandra L Ramirez
Notary Public, State of Texas
Printed Name: Sandra L Ramirez
My Commission Expires: Jan. 23, 2007



[SEAL]

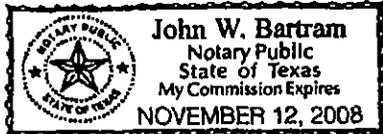
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on the ____ day of _____, 2005, by _____, President, Board of Directors of Winfield Municipal Utility District No. 1, a Texas conservation and reclamation district on behalf of said district.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

⁶ This instrument was acknowledged before me, on the 21st day of February, 2008, by Aix Howell, President, Board of Directors of Winfield Municipal Utility District No. 2, a Texas conservation and reclamation district on behalf of said district.



John W. Bartram

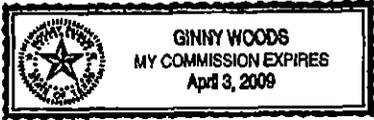
Notary Public, State of Texas
Printed Name: John W. Bartram
My Commission Expires: 11/12/2008

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on the ____ day of _____, 2005, by _____, President, Board of Directors of Winfield Municipal Utility District No. 3, a Texas conservation and reclamation district on behalf of said district.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

liability company, which company is the general partner of 2428 Partners, L. P., a Texas limited partnership, on behalf of said limited partnership.



Ginny Woods

Notary Public, State of Texas
Printed Name: *Ginny Woods*
My Commission Expires *4/3/09*

[SEAL]

EXHIBIT A-1

2392.529 ACRES
THE HERMAN F. HEEP AND MINNIE BELLE HEEP
TEXAS A & M UNIVERSITY FOUNDATION

FN NO. 00-284 (MTH)
AUGUST 30, 2000
BPT NO. 480-04.92

DESCRIPTION

OF A 2392.529 ACRE TRACT OF LAND OUT OF AND A PART OF THE HENRY H. DOWNMAN SURVEY NO. 536, THE GEORGE HERDER SURVEY NO. 537, THE WILLIAM PORTER SURVEY NO. 6, AND THE D.C. BURLESON SURVEY, SITUATED IN TRAVIS AND HAYS COUNTIES, TEXAS, BEING THOSE CERTAIN TRACTS CONVEYED TO THE HERMAN F. HEEP AND MINNIE BELLE HEEP TEXAS A & M UNIVERSITY FOUNDATION CONTAINED IN BLOCK "F" AS DESCRIBED IN THAT SPECIAL WARRANTY DEED OF RECORD IN VOLUME 12312, PAGE 448 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND VOLUME 1115, PAGE 69 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THE TRACTS CONTAINED IN "ROCKING 'H' RANCH" AS DESCRIBED IN SAID SPECIAL WARRANTY DEED, AND SAVE AND EXCEPT THAT 19.881 ACRE TRACT CONVEYED TO THE LOWER COLORADO RIVER AUTHORITY BY DEED OF RECORD IN VOLUME 13187, PAGE 308 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND VOLUME 1409, PAGE 562 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2392.529 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the intersection of the southerly line of Turnersville Road, as found fenced, with the easterly line of County Road 118, as found fenced, being in the westerly line of said Block "F";

THENCE, N03°30'27"W, leaving the southerly line of Turnersville Road, a distance of 35.78 feet to a PK Nail set with cap in the centerline of Turnersville Road for the northwesterly corner hereof;

THENCE, along the centerline of Turnersville Road, being the northerly line hereof, the following nine (9) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 1150.00 feet, a central angle of 04°13'12", an arc length of 84.70 feet, and a chord which bears S89°36'24"E, a distance of 84.68 feet to a PK Nail set with cap for the end of said curve;
- 2) N88°17'00"E, passing the Hays-Travis County line an approximate distance of 991.0 feet and continuing for a total distance of 992.54 feet to a PK Nail set with cap for an angle point;

- 3) N87°56'00"E, a distance of 4585.56 feet to a PK Nail set with cap for a point of curvature of a non-tangent curve to the right;
- 4) Along said non-tangent curve to the right having a radius of 270.00 feet, a central angle of 62°40'11", an arc length of 295.32 feet, and a chord which bears S61°42'52"E, a distance of 280.82 feet to a PK Nail set with cap for the end of said curve;
- 5) S28°25'34"E, a distance of 451.78 feet to a PK Nail set with cap for the point of curvature of a non-tangent curve to the left;
- 6) Along said non-tangent curve to the left having a radius of 190.00 feet, a central angle of 64°39'59", an arc length of 214.44 feet, and a chord which bears S60°45'34"E, a distance of 203.24 feet to a PK Nail set with cap for the end of said curve, from which a concrete monument marked "HEEP Monument #38" found in the north line of Turnersville Road, being the southerly line of that certain 368.14 acre tract conveyed to Herman F. Heep Trusts No. 1 and No. 2 by deed of record in Volume 11606, Page 282 of the Real Property Records of Travis County, Texas, bears N65°16'53"E, a distance of 71.76 feet;
- 7) N85°54'26"E, a distance of 2475.62 feet to a PK Nail set with cap for the point of curvature of a non-tangent curve to the right, from which a concrete monument marked "HEEP Monument #14" found in the northerly line of Turnersville Road, being the southerly line of said 368.14 acre tract, bears N76°44'08"E, a distance of 144.82 feet;
- 8) Along said non-tangent curve to the right having a radius of 500.00 feet, a central angle of 31°16'30", an arc length of 272.93 feet, and a chord which bears S77°27'19"E, a distance of 269.55 feet to a PK Nail set with cap for the end of said curve;
- 9) S61°44'00"E, a distance of 218.25 feet to a PK Nail set with cap at the intersection of the northerly projection of the westerly line of South Turnersville Road with the centerline of Turnersville Road for the northeasterly corner hereof, from which a concrete monument marked "HEEP Monument #13" found at the northwesterly corner of the intersection of Turnersville Road and North Turnersville Road, bears N00°55'14"W, a distance of 28.69 feet;

FENCE, leaving the centerline of Turnersville Road, along and with a fence as found on the ground, being the westerly line of South Turnersville Road, same being the easterly line hereof, the following five (5) courses and distances:

- 1) S00°55'14"E, a distance of 50.48 feet to a fence post found;
- 2) S02°47'02"E, a distance of 1484.55 feet to a 1/2 inch iron pipe found;
- 3) S02°38'47"E, a distance of 920.05 feet to a 60D Nail found in a fence post;
- 4) S02°20'28"E, a distance of 3035.39 feet to a 1/2 inch iron rod with cap set;
- 5) S02°36'39"E, passing the Travis-Hays County line, at an approximate distance of 700.0 feet and continuing for a total distance of 963.55 feet to an iron rod found with aluminum cap, being the northeasterly corner of said 19.881 acre L.C.R.A. tract, from which a 1 inch pipe found along the existing fence line being the westerly line of North Turnersville Road, bears S02°27'12"E, a distance of 353.83 feet;

FENCE, leaving the westerly line of South Turnersville Road, along the northerly, westerly, and southerly lines of said 19.881 acre L.C.R.A. tract, being the irregular easterly line hereof, the following three (3) courses and distances:

- 1) N87°32'23"W, a distance of 912.01 feet to an iron rod found with aluminum cap being the northwesterly corner of said 19.881 acre tract;
- 2) S02°27'23"E, a distance of 949.85 feet to an iron rod found with aluminum cap being the southwesterly corner of said 19.881 acre tract;
- 3) N87°33'22"E, a distance of 910.76 feet to an iron rod found with aluminum cap being the southeasterly corner of said 19.881 acre tract, being in the westerly line of South Turnersville Road, from which the aforementioned 1 inch pipe found in westerly line of North Turnersville Road, bears N02°20'18"W, a distance of 596.28 feet;

THENCE, $S02^{\circ}39'00''E$, along the easterly line hereof, being the westerly line of South Turnersville Road, along and with a fence as found on the ground, a distance of 4061.89 feet to a 60d Nail found in a fence post at the northwesterly corner of the intersection of South Turnersville Road and County Road 107 (Satterwhite Road), being the southeasterly corner hereof;

THENCE, leaving the westerly line of South Turnersville Road, along and with a fence as found on the ground, being the northerly line of County Road 107 (Satterwhite Road), same being the southerly line hereof, the following four (4) courses and distances:

- 1) $S64^{\circ}34'17''W$, a distance of 29.85 feet to a 60d Nail found in a fence post;
- 2) $S87^{\circ}29'34''W$, a distance of 3160.63 feet to a concrete monument marked "NEEP Monument #25" found for an angle point;
- 3) $S86^{\circ}57'20''W$, a distance of 4135.55 feet to a concrete monument marked "NEEP Monument #26" found for an angle point;
- 4) $S88^{\circ}25'59''W$, a distance of 27.75 to a fence post at the northeasterly intersection of County Road 107 (Satterwhite Road) and F.M. 2001 (80' R.O.W.), for the southernmost southwesterly corner hereof;

THENCE, leaving the northerly line of County Road 107 (Satterwhite Road), along the easterly line of F.M. 2001, the following five (5) courses and distances:

- 1) $N22^{\circ}58'39''W$, a distance of 395.24 feet to a concrete highway monument found being the beginning of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right having a radius of 1392.71 feet, a central angle of $20^{\circ}05'37''$, an arc length of 488.42 feet, and a chord which bears $N12^{\circ}39'02''W$, a distance of 485.92 feet to a concrete highway monument found being the end of said curve;
- 3) $N02^{\circ}37'53''W$, a distance of 1817.79 feet to a 1/2 inch iron rod found being the beginning of a non-tangent curve to the left;

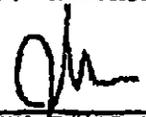
- 4) Along said non-tangent curve to the left having a radius of 858.50 feet, a central angle of $89^{\circ}48'26''$, an arc length of 1345.64 feet, and a chord which bears $N47^{\circ}28'08''W$, a distance of 1212.06 feet to a concrete highway monument found being the end of said curve;
- 5) $S87^{\circ}47'17''W$, a distance of 931.61 to a fence post found at the northeasterly corner of the intersection of F.M. 2001 and County Road 118 for an angle point in the westerly line hereof;

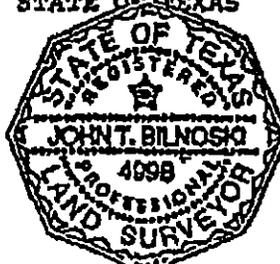
FENCE, along the easterly line of County Road 118, being the westerly line hereof, along and with a fence as found on the ground, the following five (5) courses and distances:

- 1) $N01^{\circ}37'25''W$, a distance of 2491.03 feet to a 60d Nail found in a fence post;
- 2) $N19^{\circ}29'49''E$, a distance of 277.25 feet to a concrete monument marked "HEEP Monument #29" found;
- 3) $N02^{\circ}11'25''W$, a distance of 1835.03 feet to a concrete monument marked "HEEP Monument #30" found;
- 4) $N02^{\circ}10'32''W$, a distance of 2055.18 feet to a 1/2 iron rod with cap set;
- 5) $N02^{\circ}34'56''W$, a distance of 2078.71 feet to the POINT OF BEGINNING, containing an area of 2392.529 acres (104,218,548 sq. ft.) of land, more or less, within these metes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746


JOHN T. BILNOSKI DATE 8/30/00
NO. 4998
STATE OF TEXAS



35.000 ACRES

THE HERMAN F. HEEP AND MINNIE BELLE HEEP
TEXAS A & M UNIVERSITY FOUNDATIONFN NO. 00-283 (MTH)
AUGUST 30, 2000
BPI NO. 480-04.92

DESCRIPTION

OF A 35.000 ACRE TRACT OUT OF AND A PART OF THE J.S. IRVINE SURVEY NO. 4 AND THE HENRY H. DOWMAN SURVEY NO. 536, SITUATED IN TRAVIS AND HAYS COUNTIES, TEXAS, BEING BLOCK "E-1A" CONVEYED TO THE HERMAN F. HEEP AND MINNIE BELLE HEEP TEXAS A & M UNIVERSITY FOUNDATION AS DESCRIBED IN THAT SPECIAL WARRANTY DEED OF RECORD IN VOLUME 12312, PAGE 44B OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND VOLUME 1115, PAGE 69 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 35.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found in the easterly right-of-way line of Interstate Highway 35 (R.O.W. Varies) at the northeasterly cut-back line of Turnersville Road (R.O.W. Varies) for the southwesterly corner hereof;

FENCE, along the easterly line of Interstate Highway 35, being the westerly line hereof, the following two (2) courses and distances:

- 1) N20°42'24"E, a distance of 1159.28 feet to a concrete highway monument found, from which a county line concrete monument found bears S51°39'48"E, a distance of 389.20 feet;
- 2) N21°36'29"E, passing the Hays-Travis County line at an approximate distance of 6.06 feet and continuing for a total distance of 170.51 feet to 1/2 inch iron rod found at a fence post for the northwesterly corner hereof, from which a concrete monument found in the easterly line of Interstate Highway 35, bears N21°36'29"E, a distance of 177.38 feet;

FENCE, leaving the westerly line of Interstate Highway 35, along an existing barbed wire fence, along the northerly and easterly line hereof, the following two (2) courses and distances:

- 1) S68°24'18"E, a distance of 957.34 feet to a fence post found for the northeasterly corner hereof;
- 2) S01°39'10"E, passing the Travis-Hays County line at an approximate distance of 542.40 feet and continuing for a total distance of 1125.16 feet to a PK Nail set in the northerly line of Turnersville Road and the southeasterly corner hereof;

FENCE, along the northerly line of Turnersville Road, being the southerly line hereof, the following three (3) courses and distances:

- 1) S88°20'39"W, a distance of 449.92 feet a 1/2 inch iron rod found;
- 2) N81°08'15"W, a distance of 893.08 feet to a concrete highway monument found;
- 3) N28°57'50"W, a distance of 126.41 to the POINT OF BEGINNING, containing an area of 35.000 acres (1,524,600 sq. ft.) of land, more or less, within these metes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746

John T. Bilnoski 8/30/00
JOHN T. BILNOSKI DATE
NO. 4998
STATE OF TEXAS



EXHIBIT A-2

FIELD NOTE DESCRIPTION FOR A 362.110 ACRE TRACT OF LAND:

BEING A TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE TRINIDAD VARCINAS SURVEY, ABSTRACT NO. 465, SITUATED IN HAYS AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 119.72 ACRES OF LAND AS DESCRIBED IN A DEED TO JOHN HENRY MEADOR, ET AL FROM ORVIS E. MEADOR AND MILDRED M. MEADOR, DATED APRIL 1, 1957, AND RECORDED IN VOLUME 170, PAGE 429, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 246 ACRES OF LAND AS DESCRIBED IN A DEED TO JOHN HENRY MEADOR, ET AL FROM ORVIS ELLIS MEADOR AND WIFE, MILDRED MEADOR, RECORDED IN VOLUME 230, PAGE 341, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the north right-of-way line of F. M. Highway No. 2001, for the Southeast corner of that certain tract of land as described in a Substitute Trustee's Deed to Carol D. Baker and Mary F. Maurer Baker from Harry L. Zimmerman, Substitute Trustee, dated November 1, 1988, and recorded in Volume 757, Page 478, of the Real Property Records of Hays County, Texas, and for the easterly most Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the east line of the said Baker tract and the west line of the said 246 acre tract, North $01^{\circ}14'06''$ West, a distance of 1,359.06 feet to an iron found, for the Northeast corner of the said Baker tract, for the Southeast corner of the said 119.72 acre tract, and for an interior corner of this tract;

THENCE with the south line of the said 119.72 acre tract, South $88^{\circ}51'19''$ West, at a distance of 683.19 feet pass an exterior corner of the said Baker tract, in all a total distance of 1,626.06 feet to an iron rod set in the east right-of-way line of said F. M. Highway No. 2001, for the Northwest corner of the remainder of a 48.24 acre tract of land as described in a deed to Carol D. Baker and Mary F. Maurer from Paul A. Keller and recorded in the deed records of Hays County, Texas, and for the westerly most Southwest corner of this tract;

THENCE with the east right right-of-way line of said F. M. Highway No. 2001, the following five (5) courses:

1. North $00^{\circ}45'41''$ West, a distance of 1,130.93 feet to a concrete monument found at the beginning of a curve to the left;

2. Along said curve to the left an arc length of 343.74 feet, having a radius of 3,859.72 feet, a delta angle of $05^{\circ}06'10''$, a chord bearing of North $03^{\circ}08'19''$ West, and a chord distance of 343.63 feet to an iron rod set;
3. North $05^{\circ}41'15''$ West, a distance of 189.30 feet to an iron rod set at the beginning of a curve to the right;
4. Along said curve to the right an arc length of 390.79 feet, having a radius of 5,689.58 feet, a delta angle of $3^{\circ}56'07''$, a chord bearing of North $03^{\circ}43'18''$ West, and a chord distance of 390.71 feet to a concrete monument found;
5. North $01^{\circ}45'18''$ West, a distance of 851.94 feet to an iron rod set in the east right-of-way line of Interstate Highway No. 35, for an angle corner of this tract;

THENCE with the east right-of-way line of said Interstate Highway No. 35, North $23^{\circ}38'44''$ East, a distance of 258.66 feet to an iron rod found, for the Southwest corner of that certain tract of land as described in a Warranty Deed to Robert Johnson, et al from Leif Johnson Ford, Inc., dated July 2, 1995, and recorded in Volume 1160, Page 657, of the Official Public Records of Hays County, Texas, and for the westerly most Northwest corner of this tract;

THENCE with the south line of the said Johnson tract and the north line of the said 119.72 acre tract, North $88^{\circ}11'53''$ East, a distance of 1,543.34 feet to an iron rod found in the west line of the said 246 acre tract, for the, for the Southeast corner of the said Johnson tract, for the Northeast corner of the said 119.72 acre tract, and for an interior corner of this tract;

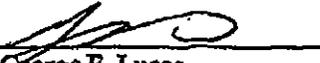
THENCE with the west line of the said 246 acre tract, North $01^{\circ}52'49''$ West, at a distance of 651.13 feet pass an iron rod found, for the Northeast corner of the said Johnson tract, and for the Southeast corner of Leif Johnson Ford Commercial, a subdivision recorded in Plat Cabinet 5, Page 105, of the Plat Records of Hays County, Texas, at a distance of 1,001.13 feet pass the Northeast corner of the said Leif Johnson Ford Commercial subdivision, the same being the southerly most Southeast corner of Dorsett Industrial Subdivision No. 2, recorded in Plat Cabinet 9, Page 31, of the Plat Records of Hays County, Texas, in all a total distance of 1,613.97 feet to an iron rod found in the occupied south right-of-way line of the Old Buda to Creedmoor Road, no longer in use, as shown on the recorded plat of Dorsett Industrial Subdivision, recorded in Plat Cabinet 2, Page 293, of the Plat Records of Hays County, Texas, for the Northwest corner of this tract;

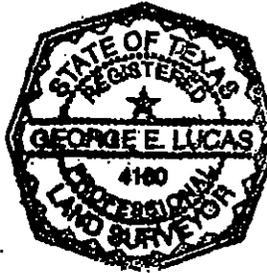
THENCE with the occupied south right-of-way line of the said Old Buda to Creedmoor Road, North $87^{\circ}56'12''$ East, a distance of 1,793.46 feet to an iron rod found in the occupied west right-of-way line of County Road No. 118, for the Northeast corner of this tract;

THENCE with the occupied west right-of-way line of said County Road No. 118, the following three (3) courses:

1. South $01^{\circ}25'36''$ East, a distance of 3,398.47 feet to an iron rod set, for an angle corner of this tract;
2. South $19^{\circ}22'05''$ West, a distance of 250.09 feet to an iron rod set, for an angle corner of this tract;
3. South $00^{\circ}33'11''$ East, a distance of 2,510.25 feet to an iron rod set in the north right-of-way line of said F. M. Highway No. 2001, for the Southeast corner of this tract;

THENCE with the north right-of-way line of said F. M. Highway No. 2001, South $88^{\circ}16'46''$ West, a distance of 1,653.23 feet to the POINT OF BEGINNING, containing 362.110 acres of land, more or less.


George E. Lucas
Registered Professional
Land Surveyor No. 4160, State of Texas
Date: September 29, 2004



THENCE, along the centerline of Turnersville Road, being the northerly line of the 2392.529 acre tract, the following six (6) courses:

1)N88°17'00"E, passing the Hays-Travis county line at an approximate distance of 736.83 feet and continuing for a total distance of 738.37 feet to an angle point;

2)N87°56'00"E, a distance of 4585.56 feet to the point of curvature of a non-tangent curve to the right;

3)Along said non-tangent curve to the right, having a radius of 270.00 feet, a central angle of 62°40'11", a long chord of 280.82 feet (chord bears S61°42'52"E), for an arc distance of 295.32 feet;

4)S28°25'34"E, a distance of 451.78 feet to the point of curvature of a non-tangent curve to the left;

5)Along said non-tangent curve to the left, having a central angle of 64°39'59", a radius of 190.00 feet, a long chord of 203.24 feet (chord bears S60°45'34"E) for an arc distance of 214.44 feet to the most easterly corner of the herein described tract;

6)N86°54'26"E, a distance of 60.00 feet to an angle point;

THENCE, leaving the northerly line of, and crossing through the 2392.529 acre tract, for the following three (3) courses:

1)S37°10'17"W, 6375.24 feet, to an angle point;

2)S01°16'19"E, 3150.00 feet to an angle point;

3)S87°47'17"W, 1425.00 feet to a point on the easterly line of FM 2001 and the southwesterly line of the aforesaid 2392.529 acre tract;

THENCE, S87°47'17"W, with the southwesterly line of the 2322.529 acre tract, 931.61 feet to a point at the intersection of the easterly line of FM 2001, with the east line of County Road 118, for a southwest corner of the aforesaid 2392.529 acre tract;

THENCE, along the easterly line of County Road 118, being the westerly line of the 2392.529 acre tract, the following five (5) courses:

1)N01°37'25"W, a distance of 2491.03 feet to an angle point;

2)N19°29'49"E, a distance of 277.25 feet to an angle point;

3)N02°11'25"W, a distance of 1835.03 feet to an angle point;

4)N02°10'32"W, a distance of 2055.18 feet to an angle point;

5)N02°34'56"W, a distance of 2078.71 feet to an angle point at the intersection of the east line of County Road 118, with the south line of Turnersville Road, being an angle point in the 2392.529 acre tract;

THENCE, N03°30'27"W, 36.78 feet to a point in the centerline of Turnersville Road for the northwest corner of the said 2392.529 acre tract;

THENCE, N02°34'56"W, 34.12 feet to a point on the north line of Turnersville Road being the south line of the aforementioned 35.00 acre tract;

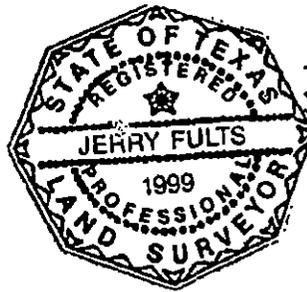
THENCE, along the northerly line of Turnersville Road, being the southerly line of the 35.00 acre tract, the following three (3) courses:

1)S88°20'39"W, a distance of 110.57 feet to an angle point;

2)N81°08'15"W, a distance of 893.08 feet to an angle point;

3)N29°57'50"W, a distance of 126.41 feet to the POINT OF BEGINNING,
CONTAINING an area of 782.70 acres.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



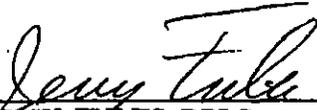

JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT B-2

STATE OF TEXAS

§

COUNTIES OF HAYS AND TRAVIS

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DESCRIPTION, based on record information (courses given are those of record in Document No 02024812 noted below or calculated), of a tract or parcel of land =containing 236.30 acres, being situated in the D. C. Burleson Survey, William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.529 acres, conveyed to Athena Equity Partners-Hays, L.P. by the deed recorded in Document No. 02024812 of the Official Public Records of Hays County, Texas and Document No. 2002170677 in the Official Public Records of Travis County, Texas; the said 236.30 acre tract being more particularly described as follows:

BEGINNING at a point at the intersection of the centerline of Turnersville Road with the northerly projection of the west line of South Turnersville Road, being the most easterly northeast corner of the abovesaid 2392.529 acre tract;

THENCE, leaving the centerline of Turnersville Road, along the westerly line of South Turnersville Road, same being the easterly line of the 2392.529 acre tract, the following three (3) courses:

- 1) S00°55'14"E, a distance of 50.48 feet to an angle point;
- 2) S02°47'02"E, a distance of 1484.55 feet to an angle point;
- 3) S02°38'47"E, a distance of 920.05 feet to an angle point;

THENCE, S87°39'32"W, leaving the west line of South Turnersville Road and crossing into the 2392.529 acre tract, 5026.15 feet to an angle point;

THENCE, N37°10'17"E, 3374.90 feet to an angle point in the centerline of abovesaid Turnersville Road and the northerly line of the 2392.529 acre tract;

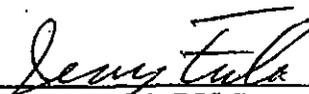
THENCE, N86°54'26"E, along the said northerly line of the 2392.529 acre tract, with the centerline of Turnersville Road, 2415.62 feet to the point of curvature of a non-tangent curve to the right;

THENCE, continuing with the said northerly line of the 2392.529 acre tract, along the said centerline, with the aforesaid curve to the right having a central angle of 31 16'30", a radius of 500.00 feet, a long chord of 269.55 feet (chord bears S77 27'19"E) for an arc distance of 272.93 feet to a point;

THENCE, S61°44'00"E, continuing with the said northerly line of the 2392.529 acre tract and the centerline of Turnersville Road, 218.25 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 236.30 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.





JERRY W. FULTS, RPLS
No. 1999 - State of Texas

1) S71°21'00"W, a distance of 3982.85 feet to point;

2) S87°47'17"W, a distance of 2264.26 feet to an angle point;

3) N01°16'19"W, a distance of 3150.00 feet to point;

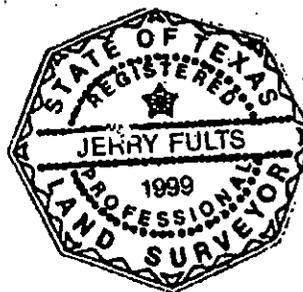
4) N37°10'17"E, a distance of 3000.34 feet to an angle point;

5) N87°39'32"E, a distance of 5026.15 feet to an angle point on the above said west line of South Turnersville Road and the east line of the said 2392.529 acre tract;

THENCE, S02°20'28"E, with the common west line of Turnersville Road and the east line of the 2392.529 acre tract, 3035.39 feet to an angle point;

THENCE, S02°36'39"E, continuing with the said common line, 863.55 feet to the POINT OF BEGINNING AND CONTAINING 740.31 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



Jerry Fults

JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT B-4

STATE OF TEXAS §
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COUNTY OF HAYS §

DESCRIPTION, based on record information (courses given herein are those of record in Document No. 02024812 noted below or calculated), of a tract or parcel of land containing 668.50 acres, being situated in the William Porter Survey No. 6, and D. C. Burlison Survey, Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.529 acres, conveyed to Athena Equity Partners-Hays, L.P. by the deed recorded in Document No. 02024812 of the Official Public Records of Hays County, Texas and Document No. 2002170677 in the Official Public Records of Travis County, Texas; the said 668.50 acre tract being more particularly described as follows:

BEGINNING at a point in the east line of the 2392.529 acre tract, being the west line of South Turnersville Road for the southeast corner of that 19.881 acre tract conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas;

THENCE, S02°39'00"E, along the easterly line of the 2392.529 acre tract, being the westerly line of South Turnersville Road, a distance of 4061.89 feet, to an angle point for the northwesterly corner of the intersection of South Turnersville Road and County Road 107 (Satterwhite Road), being the southeasterly corner of the said 2392.529 acre tract;

THENCE, leaving the westerly line of South Turnersville Road, along the northerly line of County Road 107 (Satterwhite Road), same being the southerly line of the 2392.529 acre tract, the following four (4) courses:

- 1)S64°34'17"W, a distance of 29.85 feet to an angle point;
- 2)S87°29'54"W, a distance of 3160.63 feet to an angle point;
- 3)S86°57'20"W, a distance of 4135.55 feet to an angle point;
- 4)S88°25'59"W, a distance of 27.75 feet to an angle point at the northeasterly intersection of County Road 107 (Satterwhite Road) and F.M. 2001 (80' R.O.W.), for the southernmost southwesterly corner of the 2392.529 acre tract;

THENCE, leaving the northerly line of County Road 107 (Satterwhite Road), along the easterly line of FM. 2001, being the westerly line of the 2392.529 acre tract, the following four (4) courses:

=.=

1) N22°58'39"W, a distance of 395.24 feet to the point of curvature of a non-tangent curve to the right;

2) Along said non-tangent curve to the right having a central angle of 20°05'37", a radius of 1392.71 feet, a long chord of 485.92 feet (chord bears N12°39'02"W), for an arc distance of 488.42 feet to a point;

3) N02°37'53"W, a distance of 1817.79 feet to the beginning of a non-tangent curve to the left;

4) Along said non-tangent curve to the left having a central angle of 89°48'26", a radius of 858.50 feet, a long chord of 1212.06 feet (chord bears N47°28'08"W), for an arc distance of 1345.64 feet to a point;

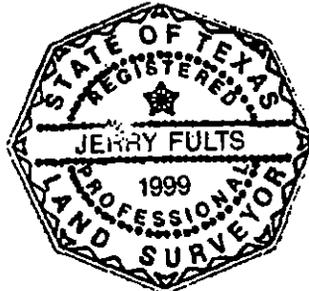
THENCE, N87°47'17"E, leaving the westerly line and crossing through the 2392.529 acre tract, 3689.26 feet to an angle point;

THENCE, N71°21'00"E, continuing across the 2392.529 acre tract, 3982.85 feet to a point in the west line of the aforesaid 19.881 acre LCRA tract mentioned above;

THENCE, S02°27'23"E, with the said west line of the 19.881 acre tract, 499.85 feet to the southwest corner of the 19.881 acre tract;

THENCE, N87°33'22"E, with the south line of the 19.881 acre tract, 910.76 feet to the POINT OF BEGINNING AND CONTAINING 668.50 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.




JERRY W. FULTS, RPLS
No. 1999 - State of Texas

- 3) N02°11'25"W, a distance of 771.30 feet to a point;

THENCE, leaving the west line of the 2392.529 acre tract and crossing through it in an easterly direction with the following twenty-two (22) courses:

- 1) With the said curve to the left, having a central angle of 89°14'33", a radius of 2640.00 feet, a long chord of 3708.76 feet (chord bears N42°14'13"E) for an arc distance of 4112.00 feet to a point;
- 2) N02°23'03"W, 99.13 feet to a point;
- 3) S70°45'06"E, 196.34 feet to the point of curvature of a curve to the right;
- 4) With the said curve to the right, having a central angle 90°00'00", a radius of 35.00 feet, a long chord of 49.50 feet (chord bears S25°45'06"E) for an arc distance of 54.98 feet to a point;
- 5) S79°35'36"E, 91.08 feet to the point of curvature of a nontangent curve to the right;
- 6) With the said curve to the right, having a central angle 90°00'00", a radius of 35.00 feet, a long chord of 49.50 feet (chord bears N64°14'54"E) for an arc distance of 54.98 feet to the point of tangency;
- 7) S70°45'06"E, 672.93 feet to the point of curvature of a curve to the left;
- 8) With the said curve to the left, having a central angle of 10°31'14", a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears S76°00'42"E) for an arc distance of 929.56 feet to the point of reverse curvature of a curve to the right;
- 9) With the said curve to the right, having a central angle of 9°17'01", a radius of 589.50 feet, a long chord of 95.41 feet (chord bears S76°37'49"E) for an arc distance of 95.52 feet to the point of curvature of a reverse curve to the left;
- 10) With the said curve the left, having a central angle of 11°01'45", a radius of 310.50 feet, a long chord of 59.68 feet (chord bears S77°30'11"E) for an arc distance of 59.77 feet to the point of compound curvature of another curve to the left;
- 11) With the said curve to the left, having a central angle of 5°17'19", a radius of 5076.50 feet, a long chord of 468.42 feet (chord bears S85°39'43"E) for an arc distance of 468.59 feet to the point of reverse curvature of a curve to the right;
- 12) With the said curve to the right, having a central angle of 89°12'55", a radius of 35.00 feet, a long chord of 49.16 feet (chord bears S43°41'56"E) for an arc distance of 54.50 feet to a point;

- 13) N72°04'34"E, 73.96 feet to the point of curvature of a nontangent curve to the right;
- 14) With the said curve to the right, having a central angle of 89°19'27", a radius of 25.00 feet, a long chord of 35.15 feet (chord bears N45°34'16"E) for an arc distance of 38.98 feet to the point of reverse curvature of a curve to the left;
- 15) With the said curve to the left, having a central angle of 18°38'26", a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears N80°54'46"E) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the right;
- 16) With the said curve to the right, having a central angle of 9°17'01", a radius of 589.50 feet, a long chord of 95.41 feet (chord bears N76°14'04"E) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the left;
- 17) With the said curve to the left, having a central angle of 4°41'12", a radius of 310.50 feet, a long chord of 25.39 feet (chord bears N78°31'58"E) for an arc distance of 25.40 feet to a point;
- 18) S02°07'22"W, 2642.19 feet to a point;
- 19) S28°07'42"E, 1149.14 feet to a point;
- 20) S07°27'10"E, 400.00 feet to a point;
- 21) N74°51'59"E, 390.00 feet to a point;
- 22) N37°17'15"E, 2361.61 feet to a point 50.00 feet west of the east line of the 2392.00 acre tract;

THENCE, S02°20'28"E, along a line parallel to and 50.00 feet at right angles to the east line of the 2392.429 acre tract and the west line of South Turnersville Road for a distance of 1174.74 feet to a point;

THENCE, S02°36'39"E, continuing with the said parallel line, at approximately 650 feet pass the Travis-Hays county line for a total distance of 863.54 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 864.06 acres of land area.

Tract 2:

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

DESCRIPTION, based on record information (courses given herein are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing

655.44 acres, being situated in the George Herder Survey No. 537, the William Porter Survey No. 6, and D. C. Burlson Survey, Hays County, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, Texas and Document No. 03006801 of the Official Public Records of Hays County, Texas, the said 655.44 acre tract being more particularly described as follows:

COMMENCING at a point in the east line of the 2392.529 acre tract, being the west line of South Turnersville Road for the southeast corner of that 19.881 acre tract conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas;

THENCE, S87°33'22"W, along the south line of the 19.881 acre tract 50.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, S02°39'00"E, along a line parallel with and 50.00 feet west of the easterly line of the 2392.529 acre tract, being the westerly line of South Turnersville Road, a distance of 4023.57 feet, to the southeast corner of the herein described tract; an angle point for the northwesterly corner of the intersection of South Turnersville Road and County Road 107 (Satterwhite Road), being the southeasterly corner of the said 2392.529 acre tract, bears N87°29'54"E, 50.00 feet and S02°39'00"E, 38.37 feet;

THENCE, S87°29'54"W, crossing the 2392.529 acre tract, 3138.26 feet to a point;

THENCE, S86°57'20"W, 4181.40 feet to a point in the west line of the 2392.529 acre tract and the east line of State Highway FM 2001, for the southwest corner of the herein described tract, from which the most southerly southwest corner of the 2392.529 acre tract, bears S22°58'39"E, 52.43 feet;

THENCE, along the easterly line of F.M. 2001, being the westerly line of the 2392.529 acre tract, the following four (4) courses:

- 1) N22°58'39"W, a distance of 342.82 feet to the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 20°05'37", a radius of 1392.71 feet, a long chord of 485.92 feet (chord bears N12°39'02"W), for an arc distance of 488.42 feet to a point;
- 3) N02°37'53"W, a distance of 1817.79 feet to the beginning of a non-tangent curve to the left;
- 4) Along said non-tangent curve to the left, having a central angle of 89°48'26", a radius of 858.50 feet, a long chord of 1212.06 feet (chord bears N47°28'08"W), for an arc distance of 1345.64 feet to a point;

THENCE, N87°47'17"E, leaving the westerly line and crossing through the 2392.529 acre tract, 3689.26 feet to an angle point;

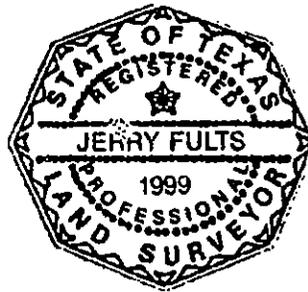
THENCE, N71°21'00"E, continuing across the 2392.529 acre tract, 3982.85 feet to a

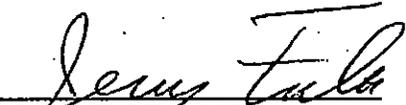
point in the west line of the aforesaid 19.881 acre LCRA tract mentioned above;

THENCE, S02°27'23"E, with the said west line of the 19.881 acre tract, 499.85 feet to the southwest corner of the 19.881 acre tract;

THENCE, N87°33'22"E, with the south line of the 19.881 acre tract, 860.76 feet to the POINT OF BEGINNING AND CONTAINING 655.44 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.




JERRY W. FULTS, RPLS
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THENCE, in a southerly direction crossing through the above said 2392.529 acre tract, along the easterly limit of the above said extraterritorial jurisdiction of the City of Buda with the following seven (7) courses:

- 1) With a curve to the right, having a central angle of $15^{\circ}31'41''$, a radius of 2640.00 feet, a long chord of 713.29 feet (chord bears $S10^{\circ}35'19''E$) for an arc distance of 715.48 feet to a point;
- 2) $S02^{\circ}49'28''E$, 300.00 feet to the point of curvature of a curve to the right;
- 3) With the said curve to the right, having a central angle of $00^{\circ}05'48''$, a radius of 2640.00 feet, a long chord of 4.45 feet (chord bears $S02^{\circ}46'34''E$) for an arc distance of 4.45 feet to a point;
- 4) $S02^{\circ}43'40''E$, 384.47 feet to the calculated point of curvature of a curve to the right
- 5) With the said curve to the right, having a central angle of $06^{\circ}41'36''$, a radius of 2640.00 feet, a long chord of 308.23 feet (chord bears $S00^{\circ}37'08''W$) for an arc distance of 308.41 feet to a point;
- 6) $S02^{\circ}23'03''E$, 868.28 feet to the point of curvature of a curve to the right;
- 7) With the said curve to the right having a central angle of $89^{\circ}14'33''$, a radius of 2640.00 feet, a long chord of 3708.76 feet, (chord bears $S42^{\circ}14'13''W$) for an arc distance of 4112.00 feet to a point on the easterly line of County Road No. 118 and the westerly line of the 2392.529 acre tract;

THENCE, along the easterly line of County Road 118, being the westerly line of the 2392.529 acre tract, the following three (3) courses:

- 1) $N02^{\circ}11'25''W$, a distance of 1063.73 feet to an angle point;
- 2) $N02^{\circ}10'32''W$, a distance of 2055.18 feet to an angle point;
- 3) $N02^{\circ}34'56''W$, a distance of 2078.71 feet to an angle point at the intersection of the east line of County Road 118, with the south line of Turnersville Road, being an angle point in the 2392.529 acre tract;

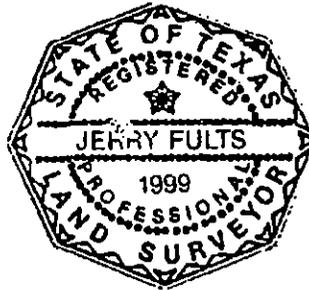
THENCE, $N03^{\circ}30'27''W$, 36.78 feet to a point in the centerline of Turnersville Road for the northwest corner of the said 2392.529 acre tract;

THENCE, $N02^{\circ}34'56''W$, 34.12 feet to a point on the north line of Turnersville Road being the south line of the aforementioned 35.00 acre tract;

THENCE, along the northerly line of Turnersville Road, being the southerly line of the 35.00 acre tract, the following three (3) courses:

- 1) S88°20'39"W, a distance of 110.57 feet to an angle point;
- 2) N81°08'15"W, a distance of 893.08 feet to an angle point;
- 3) N29°57'50"W, a distance of 126.41 feet to the POINT OF BEGINNING, CONTAINING an area of 312.25 acres.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



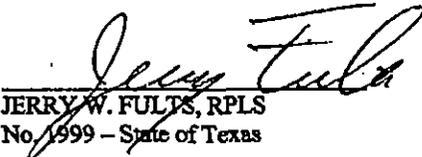

JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT D-2

STATE OF TEXAS

§

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COUNTIES OF HAYS AND TRAVIS

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DESCRIPTION, based on record information (courses given are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing 575.70 acres, being situated in the Henry Dowman Survey No. 536, William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.529 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, and Document No. 03006801 of the Official Public Records of Hays County, Texas; the said 575.70 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point at the intersection of the centerline of Turnersville Road with the northerly projection of the west line of South Turnersville Road, being the most easterly northeast corner of the abovesaid 2392.529 acre tract;

THENCE, N61°44'00"W, with the northerly line of the said 2392.529 acre tract 60.28 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the centerline of Turnersville Road, and crossing through the 2392.529 acre tract, along a line parallel with and 50.00 feet at right-angles to the westerly line of South Turnersville Road, same being the easterly line of the 2392.529 acre tract, the following three (3) courses:

- 1) S02°47'02"E, a distance of 1566.09 feet to an angle point;
- 2) S02°38'47"E, a distance of 919.86 feet to an angle point;
- 3) S02°20'28"E, 1860.63 feet to an angle point;

THENCE, leaving the above said parallel line and continuing across the 2392.529 acre tract, with the following twenty six (26) courses:

- 1) S37°17'15"W, 2361.61 feet;
- 2) S74°51'59"W, 390.00 feet;
- 3) N07°27'10"W, 400.00 feet;
- 4) N28°07'42"W, 1149.14 feet;
- 5) N02°07'22"E, 2642.19 feet to a point on a curve to the right;
- 6) With the said curve to the right, having a central angle of 4°41'12", a radius of 310.50 feet, a long chord of 25.39 feet (chord bears S78°31'58"W) for an arc distance of 25.40 feet to the point of reverse curvature of a curve to the left;

- 7) With the said curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $S76^{\circ}14'04''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 8) With the said curve to the right, having a central angle of $18^{\circ}38'26''$, a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears $S80^{\circ}54'46''W$) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the left;
- 9) With the said curve to the left, having a central angle of $89^{\circ}19'27''$, a radius of 25.00 feet, a long chord of 35.15 feet (chord bears $S45^{\circ}34'16''W$) for an arc distance of 38.98 feet to a point;
- 10) $S72^{\circ}04'34''W$, 73.96 feet;
- 11) With a nontangent curve to the left, having a central angle of $89^{\circ}12'55''$, a radius of 35.00 feet, a long chord of 49.16 feet (chord bears $N43^{\circ}41'56''W$) for an arc distance of 54.50 feet to the point of reverse curve of a curve to the right;
- 12) With the said curve to the right, having a central angle of $5^{\circ}17'19''$; a radius of 5076.50 feet, a long chord of 468.42 feet, (chord bears $N85^{\circ}39'43''W$) for an arc distance of 468.59 feet to the point of compound curvature of another curve to the right;
- 13) With the said curve to the right, having a central angle of $11^{\circ}01'45''$; a radius of 310.50 feet, a long chord of 59.68 feet, (chord bears $N77^{\circ}30'11''W$) for an arc distance of 59.77 feet to the point of compound curvature of a curve to the left;
- 14) With a curve to the left, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $N76^{\circ}37'49''W$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the right;
- 15) With the said curve to the right, having a central angle of $10^{\circ}31'14''$, a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears $N76^{\circ}00'42''W$) for an arc distance of 929.56 feet to the point of tangency;
- 16) $N70^{\circ}45'06''W$, 672.93 feet to a point of curvature of a curve to the left;
- 17) With the said curve to the left, having a central angle of $90^{\circ}00'00''$; a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $S64^{\circ}14'54''W$) for an arc distance of 54.98 feet to a point;
- 18) $N79^{\circ}35'36''W$, 91.08 feet to the point of curvature of a point on a non tangent curve to the left;

- 19) With the said curve to the left, having a central angle of $90^{\circ}00'00''$; a radius of 35.00 feet, a long chord of 49.50 feet, (chord bears $N25^{\circ}45'06''W$) for an arc distance of 54.98 feet to the point of tangency;
- 20) $N70^{\circ}45'06''W$, 196.34 feet;
- 21) $N02^{\circ}23'03''W$, 769.14 feet to the point of curvature of a point on a non tangent curve to the left;
- 22) With a curve to the left, having a central angle of $06^{\circ}41'36''$, a radius of 2640.00 feet, a long chord of 308.23 feet (chord bears $N00^{\circ}37'08''E$) for an arc distance of 308.41 feet to a point;
- 23) $N02^{\circ}43'40''W$, 384.47 feet to the calculated point of curvature of a curve to the left;
- 24) With the said curve to the left, having a central angle of $00^{\circ}05'48''$, a radius of 2640.00 feet, a long chord of 4.45 feet (chord bears $N02^{\circ}46'34''W$) for an arc distance of 4.45 feet to a point;
- 25) $N02^{\circ}49'28''W$, 300.00 feet to the point of curvature of a curve to the left;
- 26) With a curve to the left, having a central angle of $15^{\circ}31'41''$, a radius of 2640.00 feet, a long chord of 713.29 feet (chord bears $N10^{\circ}35'19''W$) for an arc distance of 715.48 feet to a point in the centerline of Turnersville Road and the northerly line of the 2392.529 acre tract;

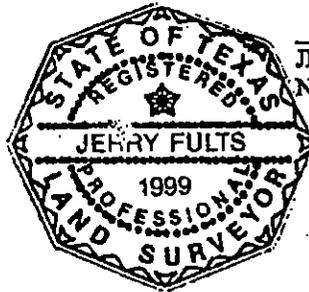
THENCE, along the centerline of said Turnersville Road, being the northerly line of the 2392.529 acre tract with the following seven (7) courses:

- 1) $N87^{\circ}56'00''E$, 3150.96 feet to the point of curvature of a non-tangent curve to the right;
- 2) With said curve to the right, having a central angle of $62^{\circ}40'10''$, a radius of 270.00 feet, a long chord of 280.82 feet (chord bears $S61^{\circ}42'52''E$) for an arc distance of 295.32 feet to a point;
- 3) $S28^{\circ}25'34''E$, 451.78 feet to the point of curvature of a curve to the left;
- 4) With the said curve to the left, having a central angle of $64^{\circ}39'59''$, a radius of 190.00 feet, a long chord of 203.24 feet (chord bears $S60^{\circ}45'34''E$) for an arc distance of 214.44 feet to a point;
- 5) $N86^{\circ}54'26''E$, 2475.62 feet to the point of curvature of a curve to the right;
- 6) With the said curve to the right, having a central angle of $31^{\circ}16'30''$, a radius of

500.00 feet, a long chord of 269.55 feet (chord bears $S77^{\circ}27'19''E$) for an arc distance of 272.93 feet to a point;

- 7) $S61^{\circ}44'00''E$, continuing with the said northerly line of the 2392.529 acre tract and the centerline of Turnersville Road, 157.97 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 575.70 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



Jerry Fults
JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT D-3

STATE OF TEXAS

§
§

COUNTIES OF HAYS AND TRAVIS §

DESCRIPTION, based on record information (courses given are those of record in Document No. 2003050340 noted below and calculated), of a tract or parcel of land containing 864.06 acres, being situated in the D.C. Burlison Survey William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, Texas; and Document No. 03006801 of the Official Public Records of Hays County, Texas; the said 864.06 acres being more particularly described as follows:

COMMENCING at the northeast corner of that 19.881 acre tract, conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas, being in the west line of South Turnersville Road and the east line of the abovesaid 2392.529 acre tract;

THENCE, S87°32'23"W, leaving the west line of South Turnersville Road, along the north line of the 19.881 acre tract, 50.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, S87°32'23"W, continuing with the north line of the 19881 acre tact 862.01 feet to the northwest corner of the said 19.881 acre tract;

THENCE, S02°27'23"E, with the west line of the said 19.881 acre tract, 450.00 feet to an angle point;

THENCE, S71°21'00"W, leaving the west line of the 19.881 acre tract and crossing through the 2392.529 acre tract, 3982.85 feet to a point;

THENCE, S87°47'17"W, continuing across the 2392.529 acre tract, a distance of 3689.26 feet to a point on the easterly line of FM 2001 and the southwesterly line of the aforesaid 2392.529 acre tract;

THENCE S87°47'17"W, with the southwesterly line of the 2322.529 acre tract, 931.61 feet to a point at the intersection of the easterly line of FM 2001, with the east line of county Road 118, for a southwest corner of the aforesaid 2392.529 acre tract;

THENCE, along the easterly line of County Road 118, being the westerly line of the 2392.529 acre tract, the following three (3) courses:

- 1) N01°37'25"W, a distance of 2491.03 feet to an angle point;
- 2) N19°29'49"E, a distance of 277.25 feet to an angle point;
- 3) N02°11'25"W, a distance of 771.30 feet to a point;

THENCE, leaving the west line of the 2392.529 acre tract and crossing through it in an easterly direction with the following twenty-two (22) courses:

- 1) With the said curve to the left, having a central angle of $89^{\circ}14'33''$, a radius of 2640.00 feet, a long chord of 3708.76 feet (chord bears $N42^{\circ}14'13''E$) for an arc distance of 4112.00 feet to a point;
- 2) $N02^{\circ}23'03''W$, 99.13 feet to a point;
- 3) $S70^{\circ}45'06''E$, 196.34 feet to the point of curvature of a curve to the right;
- 4) With the said curve to the right, having a central angle $90^{\circ}00'00''$, a radius of 35.00 feet, a long chord of 49.50 feet (chord bears $S25^{\circ}45'06''E$) for an arc distance of 54.98 feet to a point;
- 5) $S79^{\circ}35'36''E$, 91.08 feet to the point of curvature of a nontangent curve to the right;
- 6) With the said curve to the right, having a central angle $90^{\circ}00'00''$, a radius of 35.00 feet, a long chord of 49.50 feet (chord bears $N64^{\circ}14'54''E$) for an arc distance of 54.98 feet to the point of tangency;
- 7) $S70^{\circ}45'06''E$, 672.93 feet to the point of curvature of a curve to the left;
- 8) With the said curve to the left, having a central angle of $10^{\circ}31'14''$, a radius of 5062.50 feet, a long chord of 928.26 feet (chord bears $S76^{\circ}00'42''E$) for an arc distance of 929.56 feet to the point of reverse curvature of a curve to the right;
- 9) With the said curve to the right, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $S76^{\circ}37'49''E$) for an arc distance of 95.52 feet to the point of curvature of a reverse curve to the left;
- 10) With the said curve the left, having a central angle of $11^{\circ}01'45''$, a radius of 310.50 feet, a long chord of 59.68 feet (chord bears $S77^{\circ}30'11''E$) for an arc distance of 59.77 feet to the point of compound curvature of another curve to the left;
- 11) With the said curve to the left, having a central angle of $5^{\circ}17'19''$, a radius of 5076.50 feet, a long chord of 468.42 feet (chord bears $S85^{\circ}39'43''E$) for an arc distance of 468.59 feet to the point of reverse curvature of a curve to the right;
- 12) With the said curve to the right, having a central angle of $89^{\circ}12'55''$, a radius of 35.00 feet, a long chord of 49.16 feet (chord bears $S43^{\circ}41'56''E$) for an arc distance of 54.50 feet to a point;
- 13) $N72^{\circ}04'34''E$, 73.96 feet to the point of curvature of a nontangent curve to the right;
- 14) With the said curve to the right, having a central angle of $89^{\circ}19'27''$, a radius of 25.00 feet, a long chord of 35.15 feet (chord bears $N45^{\circ}34'16''E$) for an arc

distance of 38.98 feet to the point of reverse curvature of a curve to the left;

15) With the said curve to the left, having a central angle of $18^{\circ}38'26''$, a radius of 5062.50 feet, a long chord of 1639.77 feet (chord bears $N80^{\circ}54'46''E$) for an arc distance of 1647.02 feet to the point of reverse curvature of a curve to the right;

16) With the said curve to the right, having a central angle of $9^{\circ}17'01''$, a radius of 589.50 feet, a long chord of 95.41 feet (chord bears $N76^{\circ}14'04''E$) for an arc distance of 95.52 feet to the point of reverse curvature of a curve to the left;

17) With the said curve to the left, having a central angle of $4^{\circ}41'12''$, a radius of 310.50 feet, a long chord of 25.39 feet (chord bears $N78^{\circ}31'58''E$) for an arc distance of 25.40 feet to a point;

18) $S02^{\circ}07'22''W$, 2642.19 feet to a point;

19) $S28^{\circ}07'42''E$, 1149.14 feet to a point;

20) $S07^{\circ}27'10''E$, 400.00 feet to a point;

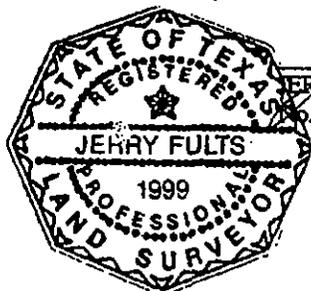
21) $N74^{\circ}51'59''E$, 390.00 feet to a point;

22) $N37^{\circ}17'15''E$, 2361.61 feet to a point 50.00 feet west of the east line of the 2392.00 acre tract;

THENCE, $S02^{\circ}20'28''E$, along a line parallel to and 50.00 feet at right angles to the east line of the 2392.429 acre tract and the west line of South Turnersville Road for a distance of 1174.74 feet to a point;

THENCE, $S02^{\circ}36'39''E$, continuing with the said parallel line, at approximately 650 feet pass the Travis-Hays county line for a total distance of 863.54 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 864.06 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



Jerry Fults
JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT D-4

STATE OF TEXAS §
 §
COUNTY OF HAYS §

DESCRIPTION, based on record information (courses given herein are those of record in Document No. 2003050340 noted below or calculated), of a tract or parcel of land containing 655.44 acres, being situated in the George Herder Survey No. 537, the William Porter Survey No. 6, and D. C. Burluson Survey, Hays County, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to 2428 Partners L.P. by the deed recorded in Document No. 2003050340 of the Official Public Records of Travis County, Texas and Document No. 03006801 of the Official Public Records of Hays County, Texas, the said 655.44 acre tract being more particularly described as follows:

COMMENCING at a point in the east line of the 2392.529 acre tract, being the west line of South Turnersville Road for the southeast corner of that 19.881 acre tract conveyed to the Lower Colorado River Authority by the deed recorded in Volume 13187, Page 308 of the Deed Records of Travis County, Texas;

THENCE, S87°33'22"W, along the south line of the 19.881 acre tract 50.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, S02°39'00"E, along a line parallel with and 50.00 feet west of the easterly line of the 2392.529 acre tract, being the westerly line of South Turnersville Road, a distance of 4023.57 feet, to the southeast corner of the herein described tract; an angle point for the northwesterly corner of the intersection of South Turnersville Road and County Road 107 (Satterwhite Road), being the southeasterly corner of the said 2392.529 acre tract, bears N87°29'54"E, 50.00 feet and S02°39'00"E, 38.37 feet;

THENCE, S87°29'54"W, crossing the 2392.529 acre tract, 3138.26 feet to a point;

THENCE, S86°57'20"W, 4181.40 feet to a point in the west line of the 2392.529 acre tract and the east line of State Highway FM 2001, for the southwest corner of the herein described tract, from which the most southerly southwest corner of the 2392.529 acre tract, bears S22°58'39"E, 52.43 feet;

THENCE, along the easterly line of F.M. 2001, being the westerly line of the 2392.529 acre tract, the following four (4) courses:

- 1) N22°58'39"W, a distance of 342.82 feet to the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 20°05'37", a radius of 1392.71 feet, a long chord of 485.92 feet (chord bears N12°39'02"W), for an arc distance of 488.42 feet to a point;

3) N02°37'53"W, a distance of 1817.79 feet to the beginning of a non-tangent curve to the left;

4) Along said non-tangent curve to the left, having a central angle of 89°48'26", a radius of 858.50 feet, a long chord of 1212.06 feet (chord bears N47°28'08"W), for an arc distance of 1345.64 feet to a point;

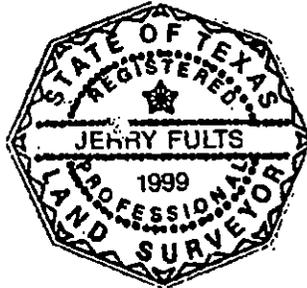
THENCE, N87°47'17"E, leaving the westerly line and crossing through the 2392.529 acre tract, 3689.26 feet to an angle point;

THENCE, N71°21'00"E, continuing across the 2392.529 acre tract, 3982.85 feet to a point in the west line of the aforesaid 19.881 acre LCRA tract mentioned above;

THENCE, S02°27'23"E, with the said west line of the 19.881 acre tract, 499.85 feet to the southwest corner of the 19.881 acre tract;

THENCE, N87°33'22"E, with the south line of the 19.881 acre tract, 860.76 feet to the POINT OF BEGINNING AND CONTAINING 655.44 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.



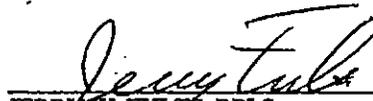
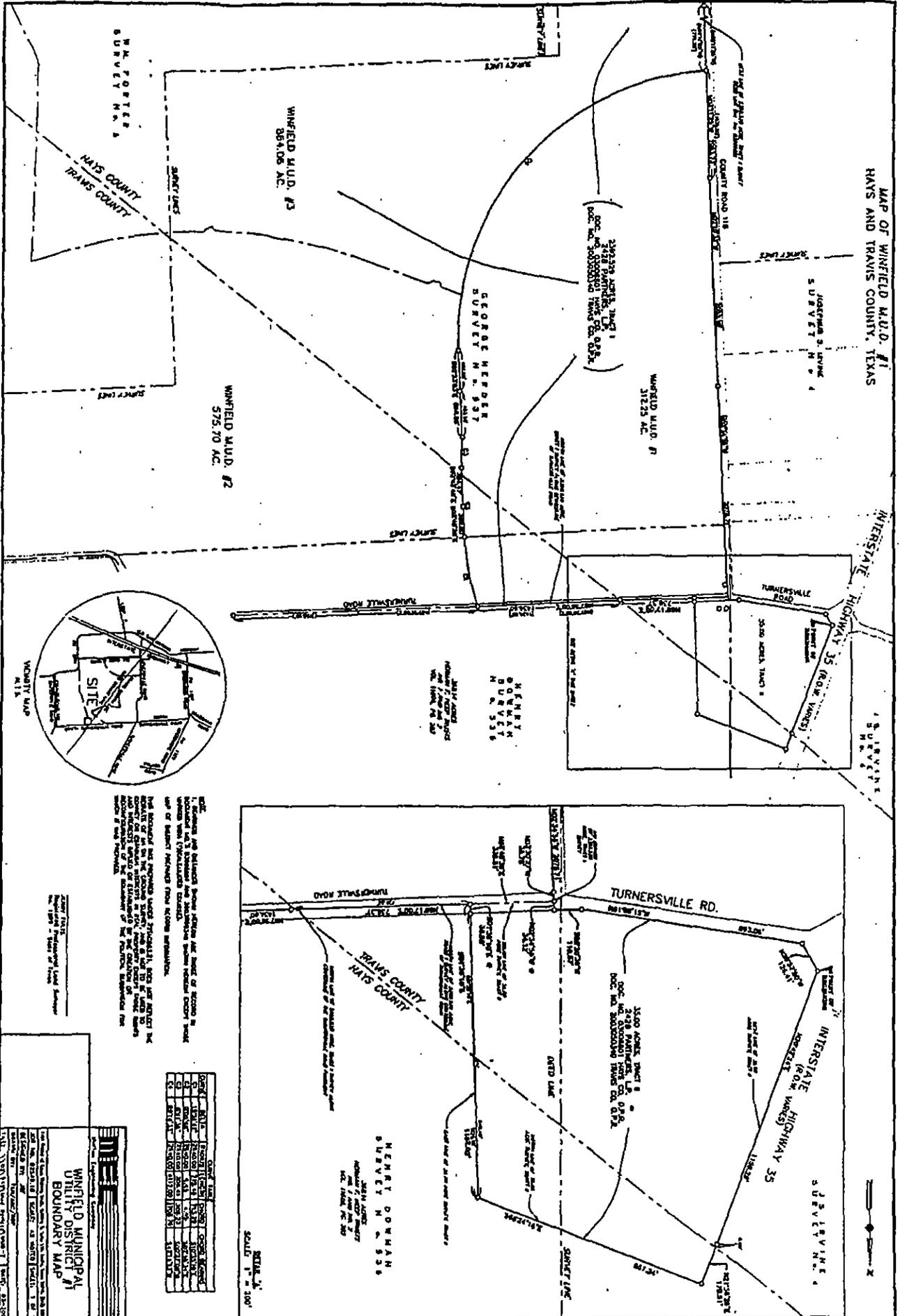

JERRY W. FULTS, RPLS
No. 1999 - State of Texas

EXHIBIT D-5

MAP OF ULTIMATE DISTRICT BOUNDARIES

EXHIBIT D-5

MAP OF WINFIELD M.U.D. #1
HAYS AND TRAVIS COUNTY, TEXAS

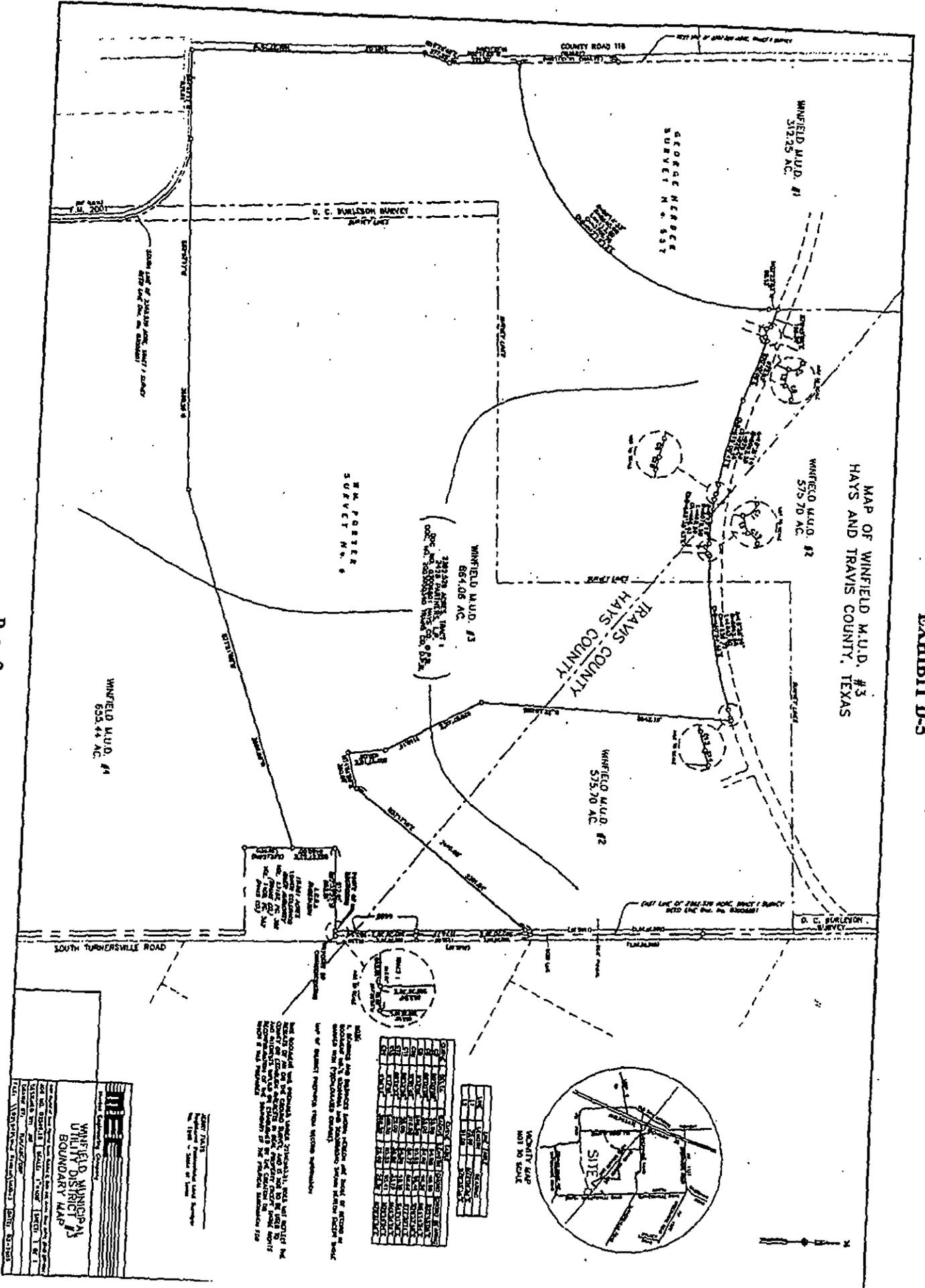


THE ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS WATER POLLUTION CONTROL ACT AND THE TEXAS WATER POLLUTION CONTROL REGULATIONS. THE ENGINEER HAS ALSO REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS WATER POLLUTION CONTROL ACT AND THE TEXAS WATER POLLUTION CONTROL REGULATIONS.

NO.	DATE	DESCRIPTION
1	10/15/88	PRELIMINARY PLANS
2	11/15/88	FINAL PLANS
3	12/15/88	AS-BUILT PLANS
4	01/15/89	REVISIONS
5	02/15/89	REVISIONS
6	03/15/89	REVISIONS
7	04/15/89	REVISIONS
8	05/15/89	REVISIONS
9	06/15/89	REVISIONS
10	07/15/89	REVISIONS
11	08/15/89	REVISIONS
12	09/15/89	REVISIONS
13	10/15/89	REVISIONS
14	11/15/89	REVISIONS
15	12/15/89	REVISIONS
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21	06/15/90	REVISIONS
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24	09/15/90	REVISIONS
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94	07/15/96	REVISIONS
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96	09/15/96	REVISIONS
97	10/15/96	REVISIONS
98	11/15/96	REVISIONS
99	12/15/96	REVISIONS
100	01/15/97	REVISIONS

EXHIBIT D-5

MAP OF WINFIELD M.U.D. #3
HAYS AND TRAVIS COUNTY, TEXAS



TRACT	OWNER	ACRES
1	GEORGE HERSEE	312.25
2	E.M. FOSTER	884.08
3	WINFIELD M.U.D. #2	573.70
4	WINFIELD M.U.D. #4	535.44

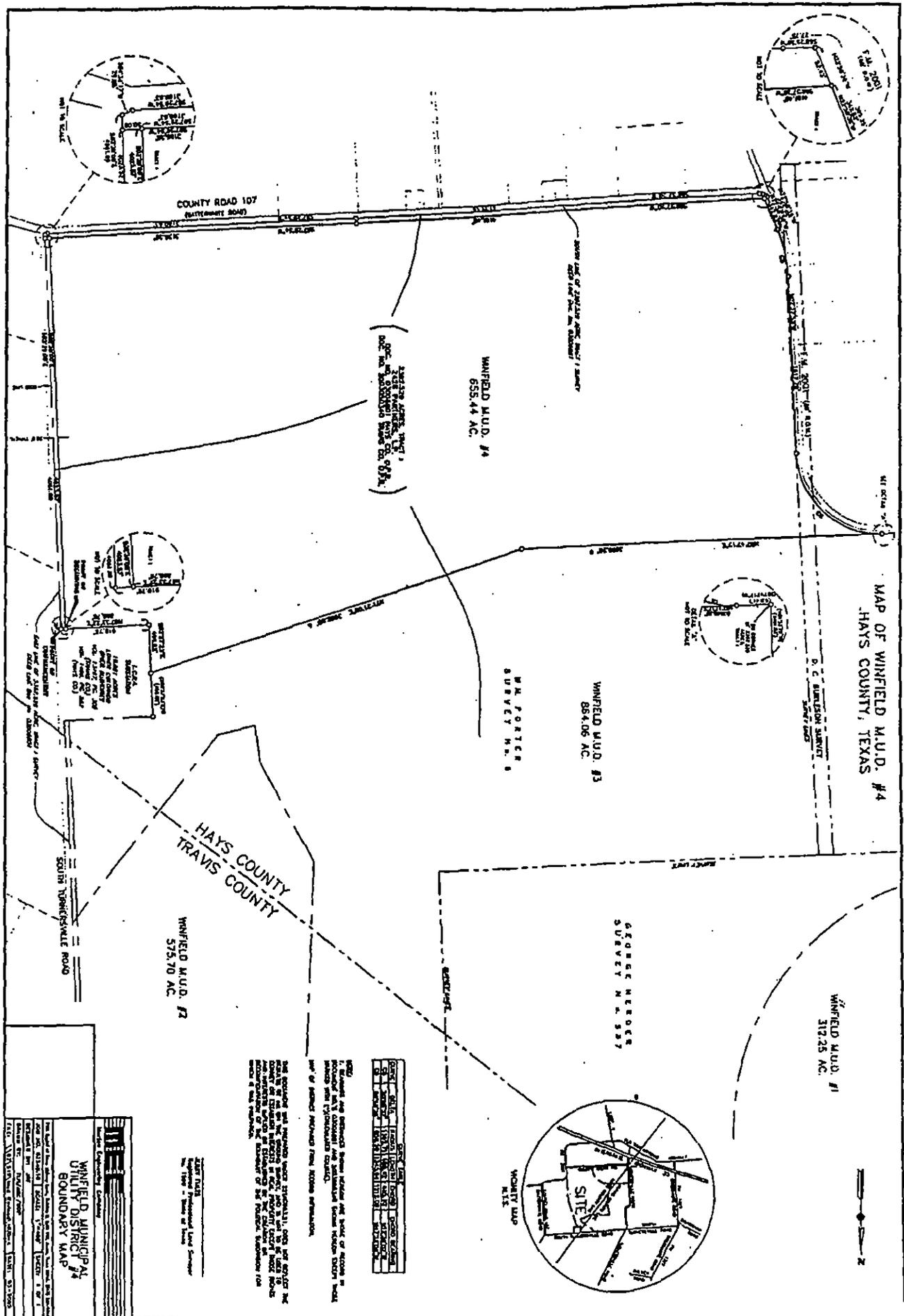
NOTES:
1. Showing the boundary lines, corners and lines of record as shown on the plat, and the location of the proposed district.
2. The boundary lines shown on this plat are the result of a survey made by the undersigned on the 15th day of August, 1910.
3. The boundary lines shown on this plat are the result of a survey made by the undersigned on the 15th day of August, 1910.

WINFIELD MUNICIPAL UTILITY DISTRICT #3 BOUNDARY MAP

Surveyed by: [Name]
Date: [Date]

EXHIBIT D-5

**MAP OF WINFIELD M.U.D. #4
HAYS COUNTY, TEXAS**



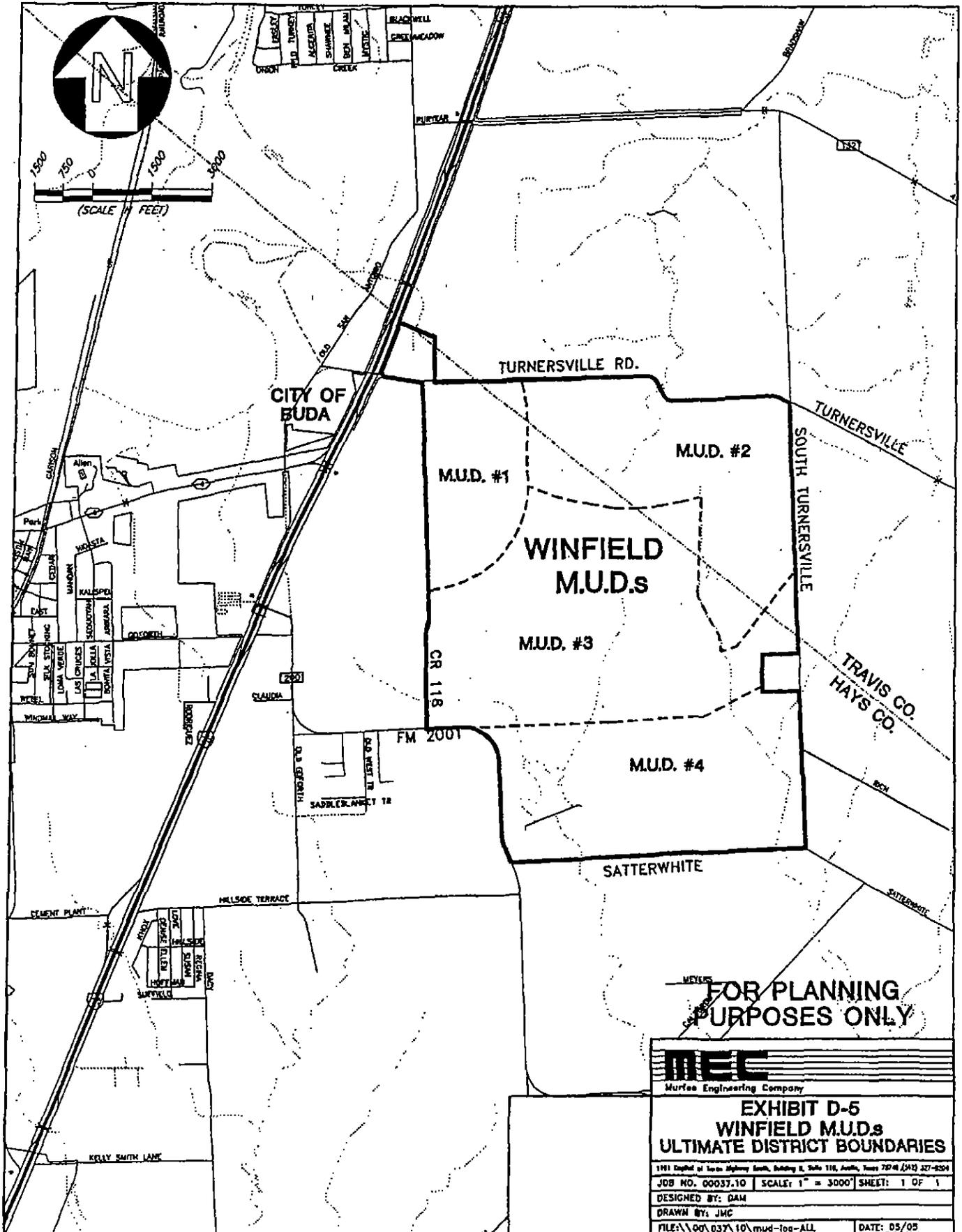


EXHIBIT E

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF AUSTIN AND
THE WINFIELD MUNICIPAL UTILITY DISTRICT NO. 2**

THE STATE OF TEXAS
COUNTIES OF TRAVIS
AND HAYS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This Strategic Partnership Agreement Between the City of Austin, Texas and the Winfield Municipal Utility District No 2, Travis and Hays Counties, Texas ("Agreement") is made and entered into by and among the City of Austin, a municipal corporation, acting by and through its duly authorized City Manager ("City"); the Winfield Municipal Utility District No.2 ("District"), acting by and through its duly authorized 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 under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the extraterritorial jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately ___ acres, more or less. Its boundaries are described in Exhibit "A" and depicted on Exhibit "C" attached to this Agreement.
2. The City is a municipal corporation established by and chartered under Chapter 90, page 634, of the Special Laws of Texas, 1909, 31st Legislature.
3. The City desires to enter into an agreement with the District which would provide for eventual annexation and dissolution of the District by the City, and address issues related to administration of the district, provision of services, and other regulatory and financial matters.
4. The District and its residents and property owners desire to postpone the City's annexation of the District in accordance with the terms of this Agreement.
5. The intent of this Agreement is to enter into a strategic partnership agreement between the City and the District regarding the terms and conditions of annexation of the District by the City in accordance with Section 43.0751 of the Local Government Code.

6. Section 43.0751 of the Local Government Code allows a municipal utility district and a city to provide for limited purpose annexation in a Strategic Partnership Agreement and provide for city collection of sales and use tax in the limited purpose area.
7. The District provided notice of two public hearings concerning the adoption of this Agreement in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.
8. The District conducted two public hearings regarding this Agreement in accordance with procedural requirements of Section 43.0751 of the Local Government Code on _____, 200_ at _____ o'clock p.m., at _____ and on _____, 200_ at _____ o'clock p.m. at _____.
9. The City provided notice of two public hearings concerning the adoption of this Agreement in accordance with the procedural requirements of Section 43.0751 of the Local Government Code.
10. The City conducted two public hearings regarding this Agreement in accordance with procedural requirements of Section 43.0751 of the Local Government Code on _____, 200_ at _____ o'clock p.m., at the City Council Chambers and on _____, 200_ at _____ o'clock p.m., at the City Council Chambers.
11. The District has, by formal action, after public hearings approved this Agreement on _____, 200_ 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 Agreement on _____ 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 Agreement have been met.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, 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, each of the following terms shall have the meaning indicated:

- a. "Agreement" means this Strategic Partnership Agreement Between the City of Austin and the Winfield Municipal Utility District No.2.
- b. "City" means the City of Austin, Texas.

- c. "Consent Agreement" means the agreement between the City and the original developers of the District, namely 2428 Partners, L. P., entitled " Agreement Concerning Creation and Operation of Winfield Municipal Utility Districts Nos. 1, 2, 3 and 4," executed _____, a copy of which Consent Agreement is attached hereto as Exhibit "B".
- e. "District" means the Winfield Municipal Utility District No. 2, Travis and Hays Counties, Texas.
- f. "District Boundaries" means the boundaries of the District as they now exist, including property heretofore annexed or that may hereafter be annexed by the City for full or limited purposes, as such boundaries are more particularly described in Exhibit "A" and depicted on Exhibit "C" attached to this Agreement.
- g. "District Facilities" means the water, wastewater and drainage facilities, or contract rights therefor, listed on Exhibit "D".
- g. "Limited Purpose Property" means the property area in the District to be annexed for limited purposes pursuant to this Agreement, which area is depicted in Exhibit "C" attached to this Agreement and which consists of all the area in the District.
- h. "Notice" means any formal notice or communication required or authorized to be given by one Party to another by this Agreement.
- i. "Parties" means the City and the District.
- j. "Party" means the City, or the District, as the case may be.
- l. "Period of Limited Purpose Annexation" means that period commencing on the effective date of the limited purpose annexation of the District, and ending upon the effective date of the conversion to full purpose jurisdiction of the City.

Section 1.02 Purpose of the Agreement.

The purpose of this Agreement 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 District, including matters related to the issuance of debt by the District, and collection of sales and use tax by the City.

Section 1.03 General Location and Description of the District.

The District is a municipal utility district created under Chapter 54 of the Texas Water Code. All of the territory within the District is located within the extraterritorial jurisdiction of the City in Travis and Hays Counties, Texas. The District encompasses approximately ___ acres, more or less. Its boundaries are described in Exhibit "A" and depicted in Exhibit "C" attached to this Agreement.

ARTICLE II
ADOPTION OF THE AGREEMENT AND ANNEXATION OF THE DISTRICT

Section 2.01 Conduct of Public Hearings.

The District and the City acknowledge and agree that prior to the execution of this Agreement, the District and the City have conducted public hearings for the purpose of considering the adoption of this Agreement and the annexation of the District in accordance with the terms of this Agreement, and applicable law.

Section 2.02 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, this Agreement shall become effective on _____, the date of adoption of this Agreement by the City. Upon adoption, the Agreement shall be filed by the City in the Real Property Records of Travis and Hays Counties, Texas.

Section 2.03 Annexation of District for Limited Purposes

- a. The District and the City agree that the District shall be annexed by the City for limited purposes of planning and zoning effective _____, 200_ under Section 43.0751 of the Local Government Code and Article I, Section 7 of the City's Charter. The Parties agree that all of the Limited Purpose Property upon limited purpose annexation of the same by the City shall continue to be a part of the District following such annexation and shall continue to receive the same services from the District that it now receives. The District may levy an ad valorem tax in all of the areas within the District Boundaries as long as the District continues to exist.
- b. The District on behalf of all present and future owners of land within the District boundaries hereby consents to the City's annexation of the property within the District for limited purposes as provided in this Agreement, and the imposition of sales and use tax by the City within the District; and consents to the conversion of the property within the District to full purpose jurisdiction in accordance with this Agreement. It is the intent of the Parties that the consent granted in this Agreement shall bind the District and each owner and future owner of land within the District Boundaries.

Section 2.04 Regulatory and Taxation Authority of the City in the District During Limited Purpose Annexation.

Annexation of the area for the limited purposes of planning and zoning will extend City regulatory authority regarding development, construction, land use, environmental quality, and sales and use tax to the area; provided however, that some elements of development may also be subject to review and approval by county government to the extent such review is provided for in subdivision regulation agreements adopted pursuant to state law. Applicable regulations include, but are not limited to, regulations within Titles 25 and 30 of the Land Development Code and related technical manuals, and all rules adopted pursuant thereto. The City may impose and collect sales and use tax as provided in

subsection (k) of Section 43.0751 of the Local Government Code; except that the City shall have no authority to levy any other taxes within the territory annexed for limited purposes during the Period of Limited Purpose Annexation.

Section 2.05 District Residents as Citizens of the City During Limited Purpose Annexation.

- a. As provided by Article I, 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 or recall of a City Council member, or the amendment of the City's Charter.
- b. As provided by Article I, 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.
- c. As provided by Article I, 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 in connection with ordinances, rules or regulations which are applicable to the citizen by virtue of the limited purpose annexation.

Section 2.06 Conversion to Full Purpose Annexation of Limited Purpose Annexed Area

In accordance with Sections 43.0751 (f)(5) and 43.0751(h) of the Local Government Code, the District and the City agree that the limited purpose annexation status of the District under this Agreement may be converted to full purpose annexation no sooner than the earlier of (i) December 31, 2035, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District pursuant to a Consent Agreement between the City and District. In determining whether 100% of the District Facilities and bonds therefore have been completed and issued, the parties agree that such determination shall not be based on bonds authorized by the District's voters but rather shall be based on bonds necessary to provide water, wastewater and drainage facilities (including Regional Facilities) and services to proposed development within the District shown on the approved Land Use Plan attached as Exhibit G to the Consent Agreement in accordance with applicable standards for such facilities and services, including those of the City and the Texas Commission on Environmental Quality. In that regard, the District's consulting engineer's and the City's Director of Water Utility's will make a mutual determination of such fact acting in good faith. If they cannot agree on such determination and the City desires to annex the District for full purposes, the parties agree to submit such determination to binding arbitration within sixty days after the District receives written notice from the City of the City's desire to annex the District for full purposes and the City's belief that 100% of the District Facilities have been completed and 100% of the District's bonds have been issued therefor. The arbitration shall be conducted in accordance with Section __ of this Agreement. This full purpose annexation conversion may be effected by City Council adoption of an ordinance including the area of the District within the full purpose City limits, and dissolving the District. Except as set out in this Agreement, no additional procedural or substantive requirements of state or local annexation law shall apply to such annexation, or to the annexation and dissolution ordinance.

Section 2.07 District Residents as Citizens of the City Upon Conversion to Full Purpose Jurisdiction of the District.

A resident of an area of the District that is converted to full purpose jurisdiction 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.

Section 2.08 Notice to Landowners of Full Purpose and Limited Purpose Annexation of Land Within the District.

The District agrees to file the following notice concerning this Agreement in the Real Property Records of Travis and Hays Counties for the property within the District:

All of the property within the boundaries of Winfield Municipal Utility District No. 2 of Travis and Hays Counties, Texas (the "District"), as depicted on the map attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement ("Agreement") between the District and the City of Austin ("City"), dated _____ 200_. The Agreement establishes a timetable for the annexation by the City of Austin of the property in the District, which will be annexed initially for limited purposes and subsequently for full purposes. The annexation for full purposes may occur automatically at any time after the earlier of (i) December 31, 2035, or (ii) upon the completion and issuance of District bonds for 100% of utility infrastructure by the District, in accordance with a Consent Agreement between the City and District, and the Strategic Partnership Agreement. A copy of the Strategic Partnership Agreement may be obtained by contacting the offices of the District, and questions concerning the Agreement may be directed to the District or the City of Austin.

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 and Hays Counties, Texas, pursuant to Section 49.455 of the Texas Water Code.

Section 2.09 Regulatory and Taxation Authority of the City and the District Upon Full Purpose Annexation of an Area of the District.

Upon full purpose annexation of an area of the District not heretofore 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. During the period of Limited Purpose Annexation, the District shall have all of the authority and power, including taxation authority, of a municipal utility district, except as modified by the terms and provisions of this Agreement and applicable law, so long as the District exists.

ARTICLE III
SERVICES TO THE DISTRICT

Section 3.01 Municipal Services During the Period of Limited Purpose Annexation

- a. The parties understand and agree that no City services, other than services related to planning and zoning (including environmental quality), and enforcement of planning and zoning regulations (including environmental regulations) , and other services which may be agreed to by the City under separate contract, will be provided in any area within the District Boundaries prior to the conversion of the District to full purpose jurisdiction.
- b. City services not now being provided within the District Boundaries shall commence upon conversion of the District to full purpose jurisdiction, and dissolution of the District.
- c. The District shall be the retail water and wastewater service provider to all customers in District 2 so that the City will become the retail provider in District 2 upon the date of full purpose annexation conversion. Further, upon the date of full purpose annexation, the City shall own the District Facilities and its proportionate share of the Regional Facilities, or contract rights therein, as defined in the Consent Agreement.

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. The Consent Agreement, to the extent that it is not inconsistent with the provisions of this Agreement, shall remain in full force and effect until, and shall expire upon, full purpose annexation of the District. The District shall be dissolved and abolished on or about the date of full purpose conversion, except to the extent that the parties agree that it may remain in existence for the purposes of winding down the District's business.
- b. If there is a conflict between the Consent Agreement and this Agreement, this Agreement shall control.
- c. The District's contracts, assets, liabilities, indebtedness, and obligations will all remain the responsibility of the District until full purpose annexation. Prior to full purpose annexation, disposition or acquisition of additional contracts, assets, liabilities, indebtedness and obligations shall be governed by the Consent Agreement to the extent the Consent Agreement is not inconsistent with this Agreement.

The District shall provide in all agreements with developers developing within the District, that if all bonds have not been issued by the date of full purpose annexation by the City, the developers waive any right to a claim against the District or the City for reimbursement of unreimbursed developer expenses.

Section 4.02 Assumption of the District's Outstanding Obligations, Assets, Debts, and Liabilities by the City.

- a. The City shall assume none of the District's obligations or assets during the period preceding conversion to full purpose annexation jurisdiction, except as specifically provided in this Agreement.
- b. Upon conversion to full purpose annexation jurisdiction of the District, and dissolution of the District, all of the obligations, liabilities, indebtedness, and assets of the District, including but not limited to the District's Bonds, shall be assumed by the City except those obligations, liabilities, indebtedness, and assets incurred or acquired by the District in violation of the Consent Agreement, or this Agreement, or state law.

Section 4.03 Capital Improvements During the Period of Limited Purpose Annexation.

During the Period of Limited Purpose Annexation the District shall be responsible for making all capital improvements to District Facilities, under the terms and conditions in effect under the Consent Agreement.

Section 4.04 District Bonds and Tax.

- a. The District will levy a debt service tax to provide debt service to the District's Bonds in accordance with the terms thereof, and will continue to do so pending full purpose annexation of the District. Upon full purpose annexation of the District by the City, the City will assume the District's outstanding bonds. Any funds in the District's debt service account which have not been applied toward the District's Bonds will be transferred to the City in full to be applied toward debt service of the District's Bonds being assumed by the City upon conversion to full purpose annexation jurisdiction of the District.

With regard to these funds, the District shall:

- i. maintain separate accounts for its debt service fund and for its general fund reflecting the source of these funds; and
 - ii. provide the City with an annual accounting in due course after the close of the District's fiscal year for each year of this Agreement for the debt service fund account and the general fund account reflecting the status of each such account.
- b. The District agrees to report the annual debt tax rate and operations and maintenance tax rate set by the District to the District's tax collector in Travis and Hays Counties, and to do and perform all acts required by law for the tax rates to be effective.

Section 4.05 Limitations on Employment Contractual Obligations of the District, and Debt, Liabilities or Obligations.

The District agrees that as of the effective date of this Agreement, it will not enter into any contracts for employment or services that will result in the creation or continuation of a contractual obligation for the City after the date of full purpose annexation of the District, without the prior written approval of the City. Except for the issuance of bonds approved in the Consent Agreement, the District shall not incur debt, liabilities, or obligations, to construct additional District Facilities, or otherwise transfer property without the prior written approval of the City.

ARTICLE V
DEDICATION TO CITY OF DISTRICT FACILITIES AND REAL PROPERTY; AUDIT

Section 5.01 Easement and Fee Simple Dedication of District Facilities to City.

Upon full purpose annexation of the District by the City, the District shall grant to the City fee simple title or public utility easements (to the extent the City does not already hold an easement to such District Facilities) to all real property containing District Facilities then owned by the District that are to be transferred to the City on the date of conversion to full purpose jurisdiction of the District. In addition, any developers who have constructed District Facilities for the District pursuant to reimbursement agreements with the District but for which the District has not then issued District bonds to purchase same shall convey such unreimbursed District Facilities to the City free and clear of any liens, claims or encumbrances and shall waive any rights to reimbursement for same. The District shall provide for appropriate provisions in any such reimbursement agreements requiring such developers to make any conveyance required by this Section. The dedications shall be by appropriate instrument, acceptable in form and substance to the District and the City, and the District and such developers shall perform all acts necessary prior to the effective date of the conversion to accomplish the transfer of title or easement effective on the date of conversion. However, should the transfer of title to all such properties not be accomplished for any reason by the effective date of the full purpose annexation of the District, the District and such developers shall proceed promptly to conclude the transfer following conversion, for a period not to exceed ninety (90) days, and the District shall remain in effect for such purposes.

Section 5.02 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.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Effective Date and Duplicate Counterparts.

This Agreement may be executed in duplicate counterparts but shall not be effective unless executed by the City and the District on or before _____. The District agrees that, upon its execution of this Agreement, the District shall be bound by this Agreement; however, the obligations of the District

under this Agreement are subject to the condition that the City will take the action necessary to authorize this Agreement and will execute and deliver the Agreement on or before _____, failing which the District may withdraw from this Agreement.

Section 6.02 Entire Agreement.

- a. Except as expressly set forth in this Agreement, this Agreement 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 Agreement. Except as expressly provided by this Agreement, this Agreement, together with all of the attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. Except as expressly provided by this Agreement, no representations or agreements other than those specifically included in this Agreement shall be binding on either the City or the District.

Section 6.03 Notice.

- a. It is contemplated that the Parties will contact each other concerning the subject matter of this Agreement. However, any Notice shall be given at the addresses below for each of the Parties.
- 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 hereinabove described shall be deemed effective from and after 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
P. O. Box 1088
Austin, Texas 78767

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

Winfield Municipal Utility District No.2:
Name
Address
Austin, Texas

with required copy to District Attorney:
Freeman & Corbett, L.L.P.
8500 Bluffstone Cove, Ste. B-104
Austin, TX 78759

- 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 Agreement 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 6.04 Time.

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

Section 6.05 Severability or Modification of Agreement as a Result of Modification of the State Code and Statutory Authority for the Agreement.

- a. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application of the word, phrase, clause, sentence, paragraph, section or other part of this Agreement 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 Agreement 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 Agreement pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes. If the Parties cannot agree on any such amendment or revision within ninety days of the final judgment of the trial court or any state appellate court that reviews the matter, then either Party may proceed in accordance with the procedures specified in Article VII of this Agreement.

- b. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement is modified in whole or in part as a result of amendments to the underlying state code and statutory authority for this Agreement, the Parties agree and understand that such modification may frustrate the purpose of this Agreement. The parties agree that they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying state code and statutory authority and (ii) the original intent and purpose of this Agreement. If the Parties cannot agree on any such amendment or revision within ninety days from the effective date of amendment of the state code and statutory authority for this Agreement, then this Agreement shall terminate, unless the Parties agree to an extension of time for negotiation of the modification.
- c. If this Agreement is to be terminated as a result of the operation of this Section, the City shall have the right for a ninety (90) day period prior to the effective date of termination, in its sole discretion, to annex the District for full purposes, and dissolve the District. No additional procedural or substantive requirements of state or local annexation law shall apply to such annexation and dissolution, or to the annexation and dissolution ordinance.

Section 6.06 Waiver.

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

Section 6.07 Applicable Law and Venue.

The construction and validity of the Agreement 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 6.08 Reservation of Rights.

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

Section 6.09 Further Agreement and Documents.

Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, exchange any other documents necessary to effectuate the terms of this Agreement. Both Parties also agree that they will do any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 6.10 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other Documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 6.11 Assignability, Successors, and Assigns.

This Agreement shall not be assignable by the either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

Section 6.12 Amendment.

This Agreement may only be amended in writing upon the approval of the governing bodies of the City and the District.

ARTICLE VII
DEFAULT AND REMEDIES FOR DEFAULT

Section 7.01 Default.

- a. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this Agreement, the defaulting Party must cure its default or violation within seventy-five days following receipt of the Notice of default or violation.
- b. If the default or violation is not cured within the seventy-five day period, the non-defaulting Party may sue for enforcement or cancellation of this Agreement. However, prior to bringing any proceeding in a court of law or before a court of competent jurisdiction, the Parties may resolve the issue through mediation. If the Parties agree to seek mediation or arbitration, they must participate in good faith. However, none of the Parties shall be obligated to pursue mediation or arbitration that does not resolve the issue in dispute within seven days after the mediation is initiated or within fourteen days after the mediation is requested. Further the parties are not obligated to pursue arbitration that does not resolve the issue within twenty-eight days after the arbitration is requested. The Parties shall share the costs of the mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity as a home rule city.
- c. If the Parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by

specific performance or by such other legal or equitable relief to which the non-defaulting Party maybe entitled. Any remedy or relief described in this Agreement 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 non-defaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this Agreement. The Parties acknowledge that the City's remedies shall include the right, in the City's sole discretion, to proceed with full purpose annexation of the District, or any portion thereof.
- e. All of these rights and remedies shall be cumulative.

Section 7.02 Dissolution of the District.

- a. If the District is dissolved without the prior written approval of the City, this Agreement shall automatically terminate and the City shall have the right to annex all of the territory within the District for full purposes 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. Upon completion of the transfer of all assets, obligations, indebtedness, and liabilities to the City, the District shall cease to exist.

IN WITNESS WHEREOF, this Agreement consisting of ___ pages and Exhibits A-D is executed in duplicate counterparts.

CITY OF AUSTIN, TEXAS

Attest: _____
City Clerk

By: _____
City Manager

**WINFIELD
MUNICIPAL UTILITY DISTRICT NO. 2**

Attest:

Secretary

President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 200_, by _____, 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: _____

THE STATE OF TEXAS

COUNTY OF TRAVIS This instrument was acknowledged before me on the ___ day of _____, 200_, by _____, President of Winfield Municipal Utility District No. 2, for and on behalf of the Winfield Municipal Utility District No.2 .

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

**STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF AUSTIN AND THE
WINFIELD MUNICIPAL UTILITY DISTRICT No. 2**

LIST OF EXHIBITS

The following are the exhibits for this Agreement:

- | | |
|-----------|---|
| Exhibit A | District Boundaries – Legal Description |
| Exhibit B | Consent Agreement |
| Exhibit C | Map of District |
| Exhibit D | District Facilities |

Exhibit A to Strategic Partnership Agreement

STATE OF TEXAS

§
§

COUNTIES OF HAYS AND TRAVIS §

DESCRIPTION, based on record information (courses given are those of record in Document No. 02024812 noted below or calculated), of a tract or parcel of land containing 577.75 acres, being situated in the D. C. Burleson Survey, William Porter Survey No. 6, and the George Herder Survey No. 537, in Hays and Travis Counties, Texas, being a portion of Tract 1, of 2392.429 acres, conveyed to Athena Equity Partners-Hays, L.P. by the deed recorded in Document No. 02024812 of the Official Public Records of Travis County, Texas; the said 577.75 acre tract being more particularly described as follows:

BEGINNING at a point at the intersection of the centerline of Turnersville Road with the northerly projection of the west line of South Turnersville Road, being the most easterly northeast corner of the abovesaid 2392.529 acre tract;

THENCE, leaving the centerline of Turnersville Road, along the westerly line of South Turnersville Road, same being the easterly line of the 2392.526 acre tract, the following four (4) courses:

- 3) S00°55'14"E, a distance of 50.48 feet to an angle point;
- 4) S02°47'02"E, a distance of 1484.55 feet to an angle point;
- 5) S02°38'47"E, a distance of 920.05 feet to an angle point;
- 4) S02°20'28"E, 1800.39 feet to an angle point;

THENCE, leaving the west line of South Turnersville Road and crossing into the 2392.526 acre tract, with the following eighteen (18) courses:

- 1) S37°17'15"W, 2440.00 feet;
- 2) S74°51'59"W, 390.00 feet;
- 3) N07°27'10"W, 400.00 feet;
- 4) N28°07'42"W, 1149.14 feet;
- 5) N02°07'22"E, 1990.00 feet;
- 6) N89°04'11"W, 1639.56 feet;
- 7) N24°07'02"W, 873.15 feet;
- 8) S87°39'32"W, 290.00 feet;
- 9) S37°10'17"W, 360.00 feet;

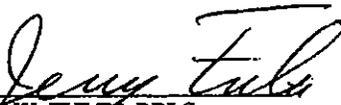
- 10) N88°13'53"W, 450.00 feet;
- 11) N21°00'41"W, 785.81 feet;
- 12) N89°38'17"W, 1115.06 feet;
- 13) N02°23'03"W, 463.60 feet;
- 14) With a curve to the left, having a central angle of 06°41'36", a radius of 2640.00 feet, a long chord of 308.23 feet (chord bears N00°37'08"E) for an arc distance of 308.41 feet to a point;
- 15) N02°43'40"W, 384.47 feet to the calculated point of curvature of a curve to the left;
- 16) With the said curve to the left, having a central angle of 00°05'48", a radius of 2640.00 feet, a long chord of 4.45 feet (chord bears N02°46'34"W) for an arc distance of 4.45 feet to a point;
- 17) N02°49'28"W, 300.00 feet to the point of curvature of a curve to the right;
- 18) With a curve to the left, having a central angle of 15°31'41", a radius of 2640.00 feet, a long chord of 713.29 feet (chord bears N10°35'19"W) for an arc distance of 715.48 feet to a point in the centerline of Turnersville Road and the northerly line of the 2392.529 acre tract;

THENCE, along the centerline of said Turnersville Road, being the northerly line of the 2392.529 acre tract with the following seven (7) courses:

- 1) N87°56'00"E, 3150.96 feet to the point of curvature of a non-tangent curve to the right;
- 2) With said curve to the right, having a central angle of 62°40'10", a radius of 270.00 feet, a long chord of 280.82 feet (chord bears S61°42'52"E) for an arc distance of 295.32 feet to a point;
- 3) S28°25'34"E, 451.78 feet to the point of curvature of a curve to the left;
- 4) With the said curve to the left having a central angle of 64°39'59", a radius of 190.00 feet, a long chord of 203.24 feet (chord bears S60°45'34"E) for an arc distance of 214.44 feet to a point;
- 5) N86°54'26"E, 2475.62 feet to the point of curvature of a curve to the right;
- 6) With the said curve to the right having a central angle of 31°16'30", a radius of 500.00 feet, a long chord of 269.55 feet (chord bears S77°27'19"E) for an arc distance of 272.93 feet to a point;

- 7) S61°44'00"E, continuing with the said northerly line of the 2392.526 acre tract and the centerline of Turnersville Road, 218.25 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 577.75 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and 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.


JERRY W. FULTS, RPLS
No. 1999 - State of Texas

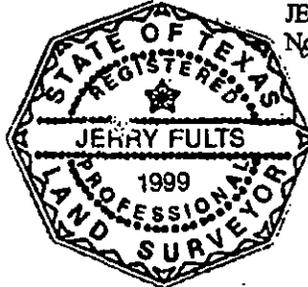


Exhibit B to Strategic Partnership Agreement

The Consent Agreement will be attached here.

Exhibit C to Strategic Partnership Agreement

Exhibit D To Strategic Partnership Agreement

The District Facilities are those described in the creation reports filed with the Texas Commission on Environmental Quality for creation of the District being the water, wastewater and drainage facilities and contract rights necessary for providing water, wastewater and drainage services to the District.

EXHIBIT F