

**ELEVENTH AMENDMENT TO AGREEMENT CONCERNING  
CREATION AND OPERATION OF NORTH AUSTIN MUNICIPAL  
UTILITY DISTRICT NO. 1**

This Eleventh Amendment to the Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1 (“Eleventh Amendment Agreement”) is executed on \_\_\_\_\_, 2007, by the City of Austin, a Texas municipal corporation situated in Travis, Williamson, and Hays Counties, Texas (“City”); North Austin Municipal Utility District No. 1, a municipal utility district created on November 15, 1983, by order of the Texas Water Commission and operating pursuant to Chapter 54, Texas Water Code (“District”); and Austin Jack, L.L.C., a Delaware Limited Liability Company (“Austin Jack”), and is as follows:

WHEREAS, by and through its adoption of Ordinance No. 830505-O, the Austin City Council granted its consent to the creation of North Austin Municipal Utility District No. 1 and authorized execution of that certain “Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1” setting forth terms and conditions for creation and operation of the District, including the designation of approved land uses by adoption of a land plan (“Land Plan”); and

WHEREAS, the “Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1” (“Consent Agreement”) was executed by and between the City, the District, and Milwood Joint Venture II, Robinson Ranch, Palmar Associates, and Austin White Lime Company (the “Developers”); and

WHEREAS, pursuant to the terms of the Consent Agreement, the City, the District, and the Developers agree the property within the District would be restricted to those uses reflected on the Land Use Plan referenced in, and attached to, the Consent Agreement as the same has been amended from time to time; and

WHEREAS, pursuant to the Eighth Amendment to the Consent Agreement, the City, District and Developers agreed that future land use revisions could be made with the consent of the District, the City and the owner of the affected property; and

WHEREAS, Austin Jack, L.L.C., is the current owner of approximately 25.75 acres of land, more or less, lying within the District and more particularly described by metes and bounds on **EXHIBIT A**, attached to and incorporated into this document by reference for all purposes (“Camden Tract”); and

WHEREAS, Camden Property Trust, which has contracted to purchase the Camden Tract, has petitioned the City for consent to amend the Land Use Plan, to permit the land uses, densities, and intensities on the Camden Tract which are depicted on **EXHIBIT B**, attached to and incorporated into this document by reference; and

WHEREAS, the City, the District, and Austin Jack desire to consent to Camden’s Proposed Eleventh Amended Land Use Plan, attached and incorporated herein as **EXHIBIT B**

for all purposes, and to clarify the relationship of the Camden Tract to the balance of the land within the District; and

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and benefits contained in this Eleventh Amendment Agreement, as for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the City, the District, and Austin Jack agree as follows:

1. Article XI, Paragraph I of the Consent Agreement, as amended, is hereby amended by adding the following sentence at the end of its present text:

All development on the 25.75 acre Camden Tract must comply with current City of Austin water quality standards, as set out in the City Code Chapter 25-8, and the City Environmental Criteria Manual.

2. Article XI, Paragraph A of the Consent Agreement is hereby amended by adding the following paragraphs at the end of its present text:

At the time of site plan approval by the City for a residential development on the 25.75 acre Camden Tract, the District shall collect a Parkland Usage Fee of \$351,588 from the property owner. This fee may be reduced by half to \$174,794 if the site plan includes construction of a pool and other substantial recreational facilities to be built on-site within the residential project.

Water and wastewater service connection to the District's utility system shall not be made for the Camden Tract until the respective property owner or purchaser has paid to the District the Parkland Usage Fee for that tract.

The Parkland Usage Fee collected from the property owner for the development of the Camden Tract shall only be used for: (1) "hard improvements" to the parks within the District including, but not limited to, the construction of planned amenities for the Rattan Creek Park such as the proposed pool house, expanded parking and new sport court, as shown on the Rattan Creek Master Plan; and/or (2) the acquisition of property to be dedicated as parkland within the District.

The City and District agree that the restricted use of the Parkland Usage Fee with regard to the development of the Camden Tract, as stated above, is applicable to the Parkland Usage Fees collected for the Camden Tract only and such restriction is not applicable to any future development projects within the District and establishes no precedent for regulation or restriction of the District's use of Parkland Usage Fees received after the effective date of this amendment except for fees received for the development of the Camden Tract.

The Parkland Usage Fee requirements for the Camden Tract constitutes the parkland dedication or fee requirements for the Camden Tract only for the purposes compliance with Section 25-4-211 of the City of Austin Land Development Code.

3. Article XI, Section H, Subsection 1 of the Consent Agreement, as amended, is hereby amended to read as follows:

H. 1. The land uses on the 25.75 acre Camden Tract, a part of the AWLC Tract, as dictated on the Eleventh Amended Lane Use Plan attached hereto as Exhibit B, include only the range of uses permitted in the Multi-Family Residence Moderate – High Density District use district as described in City Code Section 25-2-65, as it existed in May 2007. The land uses approved on the remainder of the AWLC Tract include only the range of uses permitted in the GR use district as described in City Code Section 13-2-221, as it existed in August 1990, provided that liquor sales will be permitted inside the proposed hotel uses.

4. Article I, 1.01, H. from the Tenth Amendment is amended to read as Section H-1.
5. The Consent Agreement is hereby amended to substitute the Revised Land Plan attached hereto as Exhibit B as the approved land plan for the property within the district. All prior land plans are hereby superseded. For and after the effective date of this Eleventh Amendment, all references to the Land Plan in the Consent Agreement, as amended, shall mean and refer to the Revised Land Plan attached as Exhibit B.

Executed in multiple copies, each of which shall constitute and original to be effective on the latest date this Eleventh Amendment Agreement is executed by a party, being the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CITY OF AUSTIN,**  
A Texas municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant City Attorney

**NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1,**  
a Texas municipal utility district

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Directors

**AUSTIN JACK, L.L.C.,**  
A Delaware limited liability company

By: **STATE FARM REALTY INVESTMENT COMPANY f/k/a**  
**AMBERJACK, LTD.,** its managing member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John R. Higgins  
Vice President

By: \_\_\_\_\_  
G. Roger Gielow  
Secretary

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

Before me \_\_\_\_\_, Notary Public, on this day personally  
appeared Laura J. Huffman, Assistant City Manager of the City of Austin, a Texas municipal  
corporation, on behalf of said municipal corporation.

Given under my hand and seal of office on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

Before me \_\_\_\_\_, Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of North Austin Municipal Utility District No. 1, a Texas municipal utility district, on behalf of said district.

Given under my hand and seal of office on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

Before me \_\_\_\_\_, Notary Public, on this day personally appeared John R. Higgins, Vice President of State Farm Realty Investment Company f/k/a Amberjack, Ltd., managing member of Austin Jack, L.L.C., a Delaware Limited Liability Company, on behalf of said company.

Given under my hand and seal of office on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public